

28/3/13

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छत्तसत्र पश्चिम बंगाल WEST BENGAL

A 701628

8/13
8.25
2-453/13



Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Addl. District Sub-Registrar
Behala, South 24 Parganas

Handwritten signature



Mrs Patal Ghosh (N.E. Behala)

File Case No. 283 For 20-13

J(1) (a)/K(2)(a) = 250

J(2)/K(2) = 500

Total Rs. = 750

A.D.S.R. (Behala)

20-3-13

DEVELOPMENT AGREEMENT &

GENERAL POWER OF ATTORNEY

THIS AGREEMENT is made on this the 21st day of

March, Two Thousand Thirteen (2013) A.D.

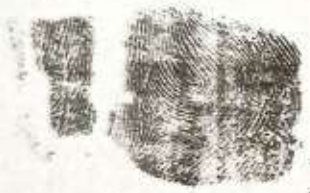
নং ৭৫৪ ডায়েরী নং ১১১
 ডেপুটি নাম Pradip Das
 নং ২০, S. N. Roy Rd. KM- 38
 ডেপুটির স্বাক্ষর *Pradip Das*
 পদাধীনা এ. ডি. এস. আর. অফিস

শ্রীমতী কুমারী শর্মা



V.C.T.1
 870

শ্রীমতী কুমারী শর্মা



V.C.T.1
 871

সায়ী কুমারী ভট্টাচার্য



V.C.T.1
 872

- Mrs Putul Ghosh (NEE Bhakat)



V.C.T.9

Pradyumna Das
 869
 58 Saha main Road
 Kol-38





Sanat Kumar Bhakat

- : (2) : -



Sanjay Kumar Bhakat

BETWEEN (1) **SMT. PUTUL GHOSH (NEE BHAKAT)** wife of Sri Sumit Ghosh, daughter of Late Bimal Kumar Bhakat, by Nationality - Indian, by faith - Hindu, by occupation - Household duty, residing at 92, Sarkarhat Lane, Post Office - Sarsuna, Police Station - Thakurpukur, Kolkata - 700061, (2) **SRI SANAT KUMAR BHAKAT**, (3) **SRI SANJIB KUMAR BHAKAT**, both sons of Late Bimal Kumar Bhakat, both by Nationality - Indian, by faith - Hindu, by occupation - Business, both are residing at 70, J. K. Paul Road, Post Office - Sahapur, Police Station - New Alipore, Kolkata - 700038, District - South 24 Parganas, hereinafter called and referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **FIRST PART**.

AND

M/S. LOKENATH ENTERPRISE, a Sole Proprietorship Firm, having its Office at 20/8, S.N. Roy Road, P.S. Behala, Kolkata - 700038, represented by its Proprietor namely **SRI PRODIP BAG**, son of Late Becharam Bag, by Nationality

- Indian, by faith - Hindu, by occupation - Business, residing at 20, S.N. Roy Road, P.S. Behala, Kolkata - 700038, hereinafter called and referred to as the "**BUILDER**" (which expression shall unless excluded by or repugnant to the context hereto be deemed to include his executors, administrators, legal representatives and/or assigns and/or nominee or nominees) of the **SECOND PART**.

WHEREAS the said **SMT. PUTUL GHOSH (NEE BHAKAT)** (the **Owner No. 1** herein) became the sole and absolute Owners of ALL THAT piece or parcel of bastu land measuring 3 (three) Cottahs 3 (three) Chittaks 12 (twelve) Sft. more or less together with a 300 Sft. structure standing thereon, lying and situated at Mouza - Sahapur, R.S. No. 179, Touzi No. 93 & 101, J.L. No. 8, comprised in R.S. Dag No. 338 under Khatian No. 76, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), Borough No. XIII under Ward No. 119, Police Station - formerly Behala presently **New Alipore**, in the District of South 24 Parganas BY VIRTUE OF a registered Bengali Deed of Gift which she got from her grand-mother namely **SMT. NIRMALA BHAKAT**, W/o. Late Joy Gobinda Bhakat

of Sahapur, P.S. - Behala, Dist. South 24 Parganas and the said Deed of Gift was duly registered at the Office of the District Sub-Registrar-II, Alipore, South 24 Parganas and recorded at Book No. I, Volume No. 9, Pages 159 to 176, Being No. 00472 for the year 2005.

AND WHEREAS thus said **SMT. PUTUL GHOSH (NEE BHAKAT)** (the **Owner No. 1** herein) became the sole and absolute Owner of the said bastu land measuring bastu land measuring 3 (three) Cottahs 3 (three) Chittaks 12 (twelve) Sft. more or less together with a 300 Sft. structure standing thereon, lying and situated at Mouza - Sahapur, R.S. No. 179, Touzi No. 93 & 101, J.L. No. 8, comprised in R.S. Dag No. 338 under Khatian No. 76, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), Borough No. XIII under Ward No. 119, Police Station - formerly Behala presently **New Alipore**, in the District of South 24 Parganas AND thereafter she mutated her name in respect of her said property before the Kolkata Municipal Corporation as **K.M.C. Premises No. 70A, J. K. Paul Road, Kolkata - 700038** vide Assessee No. 41-119-04-0249-0

AND while said **SMT. PUTUL GHOSH (NEE BHAKAT)** (the **Owner No. 1** herein) was possessing and enjoying her said property free from all sorts of encumbrances, due to love and affection she gifted ALL THAT undivided 2/3rd share of said land measuring 3 Cottahs 3 Chittaks 12 Sft. i.e. **2 Cottahs 2 Chittaks 8 Sft.** together with undivided 2/3rd share of said structure having an area of 300 Sft. i.e. **200 Sft.** more or less standing thereon, lying and situated at Mouza - Sahapur, R.S. No. 179, Touzi No. 93 & 101, J.L. No. 8, comprised in R.S. Dag No. 338 under Khatian No. 76, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), Borough No. XIII under Ward No. 119, K.M.C. Premises No. **70A, J. K. Paul Road**, Kolkata - 700038, Police Station - formerly Behala presently **New Alipore**, in the District of South 24 Parganas TO AND IN FAVOUR OF her two brothers namely **SRI SANAT KUMAR BHAKAT** (the **Owner No. 2** herein) and **SRI SANJIB KUMAR BHAKAT** (the **Owner No. 3** herein) BY virtue of a registered Deed of Gift which was duly registered on 16.02.2012 at the Office of A.D.S.R. Behala and recorded at Book No. I, CD Volume No. 5, Pages 2174 to 2186, Being No. 01496 for the year 2012.

AND WHEREAS thus the Owners/First Party herein became the joint owners (having each undivided 1/3rd share) of the said **ALL THAT** piece and parcel of land measuring **3 (three) Cottahs 3 (three) Chittaks 12 (twelve) Sft.** more or less together with a structure standing thereon, lying and situated at Mouza - Sahapur, R.S. No. 179, Touzi No. 93 & 101, J.L. No. 8, comprised in R.S. Dag No. 338 under Khatian No. 76, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), Borough No. XIII under Ward No. 119, K.M.C. Premises No. **70A, J. K. Paul Road**, Kolkata - 700038, Police Station - formerly Behala presently **New Alipore**, in the District of South 24 Parganas and since then the Owners/First Party herein have been possessing and enjoying their said property by paying the relevant rents/taxes to the appropriate authority concerned free from all sorts of encumbrances.

AND WHEREAS the Owners herein intend to raise a multi-storied Building upon their said land but they have no such money to construct the building and the Builder herein agreed to construct such building at their own cost on the basis of Joint Venture subject to certain terms and

conditions contained herein.

NOW THIS AGREEMENT WITNESSETH and is hereby agreed by and between the parties hereto as follows :-

1. **DEFINITION** : In this agreement, unless the context otherwise requires.
 - a) **OWNERS** - shall mean **SMT. PUTUL BHAKAT, SRI SANAT KUMAR BHAKAT** and **SRI SANJIB KUMAR BHAKAT** which include their heirs, executors, administrators, successors, legal representatives and/or permitted assigns.
 - b) **BUILDER** - shall mean **M/S. LOKENATH ENTERPRISE**, a Sole Proprietorship Firm, having its Office at 20/8, S.N. Roy Road, P.S. Behala, Kolkata - 700038, represented by its Proprietor namely **SRI PRODIP BAG**, son of Late Becharam Bag, residing at 20, S.N. Roy Road, P.S. Behala, Kolkata - 700038
 - c) **PROPERTY/PREMISES** - shall mean entirely the homestead land measuring **3 (three) Cottahs 3 (three) Chittaks 12 (twelve) Sft.** more or less lying and

situated at Mouza - Sahapur, R.S. No. 179, Touzi No. 93 & 101, J.L. No. 8, comprised in Dag No. 338 under Khatian No. 76, presently within the limits of the Kolkata Municipal Corporation (S.S. Unit), Borough No. XIII under Ward No. 119, K.M.C. Premises No. **70A, J. K. Paul Road**, Kolkata - 700038, Police Station - formerly Behala presently New Alipore in the District of South 24 Parganas, morefully described in the **Schedule 'A'** hereunder written.

- d) **BUILDING** - shall mean building/project/Ownerhip housing Abasan and Housing to be constructed on the aforesaid Premises including all sorts of constructions in accordance with the Plan as sanctioned by the Kolkata Municipal Corporation and/or appropriate authority as described in **Schedule- "B"**.
- e) **COMMON FACILITIES AND AMENITIES** - shall include corridors, stair-ways, passage way, drive-ways, electricity, pump room, room of the care-taker/watchman/guard and overhead and underground water reservoir, water pump and motor and other facilities which will be required for the establishment,

location, enjoyment, provisions, maintenance and/or management of the building or the buildings, which remain exclusive property of the Building and the Owners in proportionate share as stated hereunder.

- f) **SALEABLE SPACE** - shall mean the built up space in the Multi-Storied Building available for independent use and occupation after making the due provisions for common facilities and the space required thereof save and except the Owners' Allocation.
- g) **OWNERS' ALLOCATION** shall mean the **50% (fifty percent)** of the total F.A.R. of the said proposed multi-storied building along with **adjustable/refundable** money of Rs. **6,00,000/-** (Rupees **Six Lakhs** only) which will be paid by the Builder to the Owners herein as per the **PAYMENT SCHEDULE** as mentioned herein below **TOGETHER WITH** undivided proportionate interest in land and proportionate share in the common space including roof, staircase, stair landing, easements, sewers, drains, other rights and liberties including ingress and egress, morefully and particularly

mentioned and described in the **Schedule - "C"** hereunder written. The said amount of Rs. **6,00,000/-** (Rupees **Six Lakhs** only) will be adjusted with the owner's allocation at the time of hand over the owner's allocation.

PAYMENT SCHEDULE

At the time of signing this Agreement Rs. 6,00,000/-

Total Rs. 6,00,000/-

h) **BUILDER'S ALLOCATION** - shall mean the **remaining 50% (fifty percent)** of the total F.A.R. of the said proposed multi-storied building to be constructed at the said Premises **TOGETHER WITH** undivided proportionate interest in land and proportionate share in the common space including staircase, stair landing, easements, sewers, drains, other rights and liberties including ingress and egress, morefully and particularly mentioned and described in the **Schedule-C** hereunder written.

- i) **ARCHITECT/ENGINEER** - shall mean ARCHITECT/ENGINEER who have been appointed by the Builder for designing and planning of the building.
- j) **TRANSFER** - with its grammatical variations shall include transfer by possession or by any other means adopted for effecting what is understood as a transfer of space in multi-storied building to Purchasers thereof although the same may not amount to a transfer in law.
- k) **TRANSFeree** - shall mean a person, firm, limited company Association of person to whom, any space in the Multi Storied Building has been transferred.
- l) **UNIT OR SPACE FOR OCCUPATION AND SALE** - shall mean the Super Built up space in the Multi Storied Building available for occupation by the transferees/ Purchasers.
- m) **BUILT UP AREA** - shall mean F.A.R. sanctioned by the Authority and/or part thereof.
- n) **WORD** - shall mean importing Singular shall include

Plural and vice-versa.

- o) **WORDS** - shall mean importing Masculine Gender shall include Feminine and Neuter Genders, like wise Words importing feminine genders include masculine and neuter genders and similar word importing genders shall includes masculine and feminine genders.

2. **TERMS AND CONDITIONS :**

- a) The Owners shall deliver vacant possession of the Schedule-A Land (hereinafter referred to and called as the Land) to the Builder and the Builder shall construct a Multi Storied Building/Ownership Housing Complex thereon as per sanctioned Plan for such construction duly approved by the Kolkata Municipal Corporation and/or by any other competent authority.
- b) The Owners shall have no responsibilities for the proposed Project/Construct except to deliver vacant possession of land and sign on relevant papers and documents as and when required by the Builder.
- c) The Owners before execution of this Agreement handed

over to the Builder photo copies of all documents relating to the land and construction of the said Building also shown the original documents as were necessary and required by the Builder.

- d) The Builder prepared Plan of the Building and got it sanctioned and shall construct, erect and shall complete the Owner's allocation in building with common facilities, amenities on the land and building in accordance with the sanctioned plan with good and standard materials as specified in **Schedule- "E"** at his own costs within **30 (thirty) months** from the date of sanction of building plan from the competent authority unless prevented by natural calamities like flood, earthquake, riot and legal dispute.

It is hereby agreed between the parties herein that the Builder shall have every right to construct/develop any adjacent premises/land by amalgamating the same with this premises of the Owners herein and in that event the Owners/First Party herein shall not raise any objection.

- e) *At the time of handing over the owner's allocation, if it is found that the owner's allocation is differed by an area of **10 Sft.** or more than it from the said scheduled area of owner's allocation, then the cost of said excess/deficit area will adjusted/settled by the concerned party as per the present market price.*
- f) *The Builder shall have the right to display sign board on the land inviting the intending or prospective buyers of flats.*
- g) *The Builder only shall have rights to receive sum of money from the intending buyers as advance against the selected flats as chosen by them for the construction or for the constructed building in respect of the **Builder's share** and price of any flat shall be fixed or settled by the Builder only in super session of the monetary clause in the registered Power of Attorney mentioned hereinafter. The Owners of the land will have nothing to do in the matter. The Builder or their men/agents shall not receive any money from the intending purchaser/purchasers of flats in the name or on behalf of the Owners of land.*

- h) *The Builder shall pay all taxes, rents and other dues if any, in respect of the land and Building thereon till possession is handover to the Owners and the Purchaser of flats. From the date of possession of the Owners and the Purchasers of Flat shall pay their respective share of tax, rent and other dues if any to the relevant authorities through the Builder till they get his name mutated in respect of their own flats.*
- i) *The Owners of the flats shall not use vacant space of the Building for the purpose of Car Parking Space and dustbin. The Builder invariable state in the transfer deed of the flats that the Purchasers shall not utilise under any circumstances vacant space of the Multi Storied Building for Car Parking Space/Commercial Space or otherwise except coming and going passage.*
- j) *The Owners shall have the right to verify or get verified by their men/agents (authorised Technical Person) if construction is carried on as per specification in the Schedule-E with good and standard materials.*
- k) *The Builder shall construct the Building in accordance*

with Sanctioned Plan and terms of the agreement. The Owners if desire in respect of their flats any change, addition, alteration and renovation may get it done on payment of different costs of price of materials required for this purpose, provided such changes are not legally bared by the competent authority which may be demand by the Builder. The cost of materials shall be given in cash to the Builder by the Owners either in advance or after completion of such work as settled by the Parties.

- l) The Builder shall execute Sale Deed in respect of his flats and the Owners shall also be Vendors Party to the Sale Deed at the time of registration provided the construction of the said Building is made legally and terms and conditions of this agreement are complied with. The Owners shall not remain liable to the Purchasers in any matters mentioned in the Sale Deed excepting saleable title of the land of the building stands.*

- m) The Owners and the Builder shall have proportionate right, title and interest proportionate to their respective*

allocation of share in the land as well as all constructions, amenities made and provided in the Premises whereon the building stands.

- n) All Owners of the building shall enjoy common right of pumping water, electricity, passage, stair-case, roof overhead tank and for enjoyment of common services and amenities, they shall form the Flat Owner' Association or in any other name for maintenance and cost of maintenance will be borne by the Owners proportionately. This provision shall contain in the Deed of Sale of the Purchasers of the Flats.*
- o) The Builder shall arrange for water supply from the source of K.M.C. Water sources.*
- p) The layout/construction/materials of the building may be altered if required for cause of betterment and/or statutory obligation.*
- q) The Owners will execute a General Power of Attorney in favour of the Builder for the purpose of construction of the Building in Schedule land.*

- r) *The dispute between the Owners of the land and the Builder if arises for any matter shall be resolved amicably by biparietal negotiation and if necessary help of a common well wisher may be availed of before going to the Court of Law.*

- s) *The Builder shall have the right to take loan or advance from any prospective buyer or Financial Institution or Bank against the promotion of Ownership Housing in terms and conditions as if deems fit and proper. But in doing so the Builder must keep the share of the Owners free from any sort of liabilities and encumbrances.*

- t) *The decision of the Builder on Planning, Design, Interior and Exterior Decoration, and other things, relating to the construction of the Building shall be final.*

- u) *The Deed of Conveyance to be executed in favour of the Purchasers of the flats shall contain provision of payment of House Tax rigidly so that the Owners is not in any way face problems in any manner as indicated in above clause.*

- v) *The Deed of Conveyance shall also contain that the Purchaser of the flats shall not throw, accumulate any dirt, rubbish, waste on the ground floor under any circumstances.*

- w) *The Owners shall not be liable for any acts, obligations and misconduct of the Builder towards their intending Purchaser/Purchasers of the flats.*

- x) *That the Common rights and facilities are enjoyable by the Owners and Builder or their Purchaser of the Flat. None will be entitled to sell common rights and facilities.*

- y) *The Builder herein shall bear the shifting charges @ Rs. **5,000/-** (Rupees **Five Thousand** only) per month for the accommodation of the Owners herein till the hand over the Owner's Allocation.*

- z) *The Owners herein shall have the **50%** (fifty percent) sole and absolute ultimate roof right of the said Building.*

THE SCHEDULE OF LAND 'A' ABOVE REFERRED TO :

(Description of the Land)

ALL THAT homestead land measuring **3 (three) Cottahs**
3 (three) Chittaks 12 (twelve) Sft. more or less together
with **100 Sft. R.T. Shed** structure standing thereon, lying
and situated at Mouza - Sahapur, R.S. No. 179, Touzi No.
93 & 101, J.L. No. 8, comprised in Dag No. 338 under
Khatian No. 76, presently within the limits of the Kolkata
Municipal Corporation (S.S. Unit), Borough No. XIII under
Ward No. 119, K.M.C. Premises No. **70A, J. K. Paul Road,**
Kolkata - 700038, Police Station - formerly Behala
presently New Alipore in the District of South 24 Parganas.
The said property is being butted and bounded as follows:-

<u>On the North</u>	::-	Land and building of Nirmala Bhakat.
<u>On the South</u>	::-	8'-0" wide common passage.
<u>On the East</u>	::-	24'-0" wide K.M.C. Road.
<u>On the West</u>	::-	Land and Building of Diren Bhakat.

THE SCHEDULE 'B' ABOVE REFERRED TO :

(Description of the Land with Building)

ALL THAT the residential Building name and style a multi-storied building having residential flats and space on the different floors together with other constructions such as passage, stair-case, overhead tank, motor and pumpset, electric wiring, room for guard/watch-man, room for motor & pump set, vacant space and any other construction for common use and rights of the occupants of the flats.

THE SCHEDULE 'C' ABOVE REFERRED TO :

(Allocation of the Owners)

ALL THAT the **50% (fifty percent)** of the total F.A.R. of the said proposed multi-storied building along with **adjustable/refundable** money of Rs. **6,00,000/- (Rupees Six Lakhs only)** which will be paid by the Builder to the Owners herein as per the **PAYMENT SCHEDULE** as mentioned herein before **TOGETHER WITH** undivided proportionate interest in land and proportionate share in the common space including staircase, stair landing, easements, sewers, drains, other rights and liberties including ingress and egress of the said proposed Building.

THE SCHEDULE 'D' ABOVE REFERRED TO :

(Allocation of the Builder)

ALL THAT remaining 50% (fifty percent) of the total F.A.R. of the said proposed multi-storied building to be constructed at the said Premises TOGETHER WITH undivided proportionate interest in land and proportionate share in the common space including staircase, stair landing, easements, sewers, drains, other rights and liberties including ingress and egress of the said building.

THE SCHEDULE 'E' ABOVE REFERRED TO :

TECHNICAL SPECIFICATION OF CONSTRUCTION OF THE BUILDING

1. General : The building shall be of R.C.C. (1:2:4) framed structure as per drawing and specification.
2. Brick Wall : All exterior brick wall shall be 0'.8"/0' thick with brick in sand cement mortar 1:6. All partition wall shall be 0'-3" thick with brick with sand cement Mortar 1:4.

3. *Inside & Outside*

*wall plaster : 1/2" thick plaster with sand cement
Mortar 1:6.*

4. *Ceiling Plaster : 1/4" thick plaster with sand cement
Mortar 1:4.*

5. *Flooring : Entire inner side floor of the said
flat will be Marble.*

6. *Toilet Dado : The dado of toilet shall be glazed
tiles upto 6'-0" height.*

7. *Kitchen : Cooking table top will be of polished
green marble size 6'-0" x 2" dado
will be of glazed tiles above table
top upto 2'-0" height (one side).*

9. *Door Frame : All door frame will be of Swal wood
(4" x 2½").*

10. *Door Shutter : Main Door shutter will be of 35 mm
wooden and partition door will be
of 35 mm flush door shutter.*

11. *Window : All window will be of alluminium
shutter with fully glazed with 3mm.*

glass.

12. Electric wiring : Concealed wiring with make copper wire KDK/Finolex will be provided in PVS conduit pipe.

13. Internal Water

Line : Concealed 1/2" G.I. Pipe (medium) ISI mark (N. Tata).

14. Painting Work :

a) Internal wall

finishing : All inside wall will be finished with plaster of Paris.

b) Outside wall : 2 Coats Snowcem cement base paint.

c) Door/Window : 2 Coats of Synthetic enamel paint over one coat of primer.

15. a) In Toilets.

Sanitary fittings will be provided with the following fittings and of standard quality.

i) One commode/Indian type pan (colour).

ii) One low down Cistern (P.V.C.) white.

iii) One 20"x 16" Basin (Porcelain white)

iv) One Geyser point.

v) *One Shower and three taps will be provided in each toilet.*

b) *In W.C.*

i) *One Commode.*

ii) *One low down cistern (PVC).*

iii) *Two Taps.*

iv) *One Shower.*

16. *Kitchen :*

One stainless steel sink 24"x 16" and 2 Nos. Tap.

17. *Sanitary and Plumbing :*

4" HOPE PULLY soil pipe.

4" DIA PULLY pipe for R.W.P.

18. *SCHEDULE OF ELECTRICAL POINT.*

In each flat will be provided with the following Electrical point.

1) *Bed room each : 2 No. Single bracket point, 2 No. tube light point, 1 No. Fan point, 1 No. 5 Amps plug point on switch board.*

2. Drawing/Dining

Room : 1 No. Fan point, 1 No. Jhar point,
1 No. tube light point, 1 No. single
bracket point, 1 No. 5 Amps Plug
Point on switch board, 1 No. 15
Amp Plug Point for Freeze, 1 No.
Telephone point in drawing room,
1 No. 5 Amp for TV/VCR point.

3. Kitchen

: 1 No. light point, 1 No. Exhaust
Fan Point, 1 No. 5 Amp Plug Point
for Mixy and others.

4. Toilet (Common) :

1 No. light point, 1 No. 5 Amp plug
point, 1 no. Exhaust Fan point.

5. Toilet attached :

1 No. light point, 1 no. Exhaust
Fan point.

6. Verandah

: 1 No. light point, 1 No. 5 Amp plug
on Switch board.

7. Door Entrance :

1 No. Calling bell point.

Wire as per following specification

1. i) Wire : All wire copper single core make KDK/Vikram.
- ii) Point : 1/18 (1.044) gauge switch board to point.
- iii) Light Sub-Main : 3/22 (3.029) gauge (DB to Switch Board)
- iv) Power Sub-Main : 3/20 (3.036) gauge (DB to Power Board)
- v) Main Line : 7/20 (7.038) main switch to DB.

HARD WIRES

1. All hinges will be iron to doors and windows.
2. All doors will be provided Hardware fittings as follows :-
 - i) Tower Bolt : 8" long x 10mm - 2 Nos. (Aluminium).
 - ii) Hasp Bolt : 10" x 16 mm (Alum) 1 No.
 - iii) D (Handle) : 6" long (Aluminium) 2 Nos.
 - iv) Door Stopper : 1 No.

MAIN DOOR.

- i) Godrej Night Latch : 1 No. (Each Flat)
- ii) Eye view : 1 No.

We, the **OWNERS/FIRST PARTY** herein namely (1) **SMT. PUTUL GHOSH (NEE BHAKAT)** wife of Sri Sumit Ghosh, daughter of Late Bimal Kumar Bhakat, by Nationality - Indian, by faith - Hindu, by occupation - Household duty, residing at 92, Sarkarhat Lane, Post Office - Sarsuna, Police Station - Thakurpukur, Kolkata - 700061, (2) **SRI SANAT KUMAR BHAKAT**, (3) **SRI SANJIB KUMAR BHAKAT**, both sons of Late Bimal Kumar Bhakat, both by Nationality - Indian, by faith - Hindu, by occupation - Business, both are residing at 70, J. K. Paul Road, Post Office - Sahapur, Police Station - New Alipore, Kolkata - 700038, District - South 24 Parganas do hereby constitute and appoint the **BUILDER/SECOND PARTY** herein namely **M/S. LOKENATH ENTERPRISE**, a Sole Proprietorship Firm, having its Office at 20/8, S.N. Roy Road, P.S. Behala, Kolkata - 700038, represented by its Proprietor namely **SRI PRODIP BAG**, son of Late Becharam Bag, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 20, S.N. Roy Road, P.S. Behala, Kolkata - 700038, as our **ATTORNEY** for and on behalf of us for the acts, deeds and things as mentioned herein below :-

- 1) To look after, manage the aforesaid property as

particularly mentioned and written in the Schedule herein before on **our** behalf.

- 2) To sign and execute all agreements and/or documents and all other necessary papers and document concerning the said property for and on **our** behalf.
- 3) To apply for and obtain in our behalf temporary connections of water, electricity as also to apply for and obtain in **our** names and on **our** behalf of permanent drainage, sewerage connections to the said property, and to sign and execute all plans, forms, papers, documents in connection therewith for and on our behalf as our authorised agent on **our** behalf.
- 4) To represent **us** before all the office/offices concerned and also like such **Kolkata Municipal Corporation** and to sign all papers, documents on our behalf for mutation of **our** names in respect of relevant papers of the **Kolkata Municipal Corporation** and to appear in all hearing before the authorities of the said **Kolkata**

Municipal Corporation for such mutation, filing objections and/or appearing on **our** behalf against the excess valuation assessed by the **Kolkata Municipal Corporation** and also to prefer appeal before the appropriate authorities and represent **us** at the time of hearing of such objection or appeals on **our** behalf and also to sign building plans thereof.

- 5) To prepare and/or submit the plan or any revision plan or altered building plans by the said Attorney on **our** behalf.
- 6) To apply for and obtain all necessary sanction clearances of the said building for and on **our** behalf.
- 7) To engage, appoint any draftsman, engineer, architect, surveyor, assessor, valuer, building contractor, subcontractor etc. for the purpose of completion of the same.
- 8) To appear for and represent **us** before any competent authorities Tribunal Arbitrator or Revenue,

Administrative, Civil or Criminal Jurisdiction relating to any matters, concerning the said property as per mentioned and written in the schedule below on **our** behalf.

- 9) To institute any case or defend any suit, proceedings, appeal, revision, injunction proceedings, enquiry, claim etc. relating to the said property on **our** behalf.
- 10) To appoint and/or engage any legal practitioner, solicitor, auditor, valuer, assessor, arbitrators and/or any legal practitioner or any Advocate or other person or persons and to sign, execute and deliver all Vakalatnamas, Ekrarnamas, Show-causes petitions etc. for the aforesaid purposes on **our** behalf.
- 11) To sign, execute, submit or deliver all complaints, written statement, objections, memorandum of appeals, applications, revisions, injunctions, petitions and all other appeals and papers, documents and exhibits for the aforesaid purposes.

12) To visit and represent us before all the West Bengal Government Office or Offices and/or Central Government, Office or Offices concerned and all other office or offices concerned for smooth management of our said property as stated and written in the schedule hereunder on **our** behalf.

13) To apply and also to pay all rates, taxes and revenues, charges, expenses outgoings payable for and on the account of the said property or any part thereof and similarly to receive any of such money and discharge receipt thereof as income, rents, awards, compensation etc. receivable for and on account of the said property as per mentioned and written in the Schedule below.

14) To apply for and obtain electricity, gas, water, sewerage/drainages or any other civil commotion, amenities, telephone and other utilities in the said property and/or make alteration thereof and to close down or to disconnect the same on **our** behalf.

- 15) To sign and execute all other deeds, instruments and assurances which will be necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually conveying several properties upon the said premises on **our** behalf.

- 16) To make and present any Deed of Conveyance or Conveyances or other documents for registration of **Builder's/Developer's Allocation** when to be executed by our said Attorney and to admit, execution and registration thereof before as the registering authority or authorities concerned like as such Registrar of District Registrar and/or Assurance at Kolkata or any other such like registering office or offices concerned on our behalf.

- 17) To make any kind of agreement or agreements with any purchaser or purchasers in respect **Builder's/Developer's allocation** arising out of the schedule below property on our behalf and to register the deed of conveyance/s on our behalf, in favour of the intending

purchaser's or purchasers' name/names and to receive all the consideration money, part consideration money thereof.

- 18) To sign all the receipt or receipts which to be registered by our said Attorney in favour of the intending purchaser or purchasers in respect of our said property on our behalf and also to hand over the same to the said purchaser or purchasers on **our** behalf.

AND GENERALLY to do all other acts, deeds, things and matters as may be necessary from time to time by **our** said Attorney in **his** absolute discretion which **he** may deem fit and proper and think necessary to do so or perform for the aforesaid purposes.

AND **we** do hereby agree and undertake to ratify and confirm all such acts, deeds and things which our said Attorney may lawfully do, execute and cause to be performed by virtue of this General Power of Attorney.

IN WITNESS WHEREOF the parties hereto do hereby set and subscribed their respective hands and seals to these presents the day, month and year first above written.

**SIGNED, SEALED &
DELIVERED** at Kolkata
in the presence of

WITNESSES :-

1. Anil Saha
58 Subhadra Main Road
Kolkata-38

2. Sunil Ghosh
92, Saranya hat lane
Kolkata-700064

✓ Mrs Pulul Ghosh (Wife) Bhat

✓ Sanat Kumar Bhat

✓ Sayib Kumar Bhat

SIGNATURE OF THE OWNERS

LOKENATH ENTERPRISE

Rohit Singh
Proprietor

SIGNATURE OF THE BUILDER

IN WITNESSES WHEREOF we the **Principals herein** have set and subscribed our hands on this the 21st day of March, 2013.

SIGNED AND DELIVERED

by the **Principals** in

the presence of :-

1. Amit Sutra
58 Sahapur Main Road
Kot - 58

✓ Mrs Prital Ghosh (NEFBho of)

✓ Sanat Kr Bhaktar

2. Sunil Ghosh
92, Sakinagar Nat Lane
Kot - 700061

✓ Sayib Kr Bhaktar

SIGNATURE OF THE PRINCIPALS

Handwritten signature of the attorney

SIGNATURE OF THE ATTORNEY

Drafted by me,
Subhender Basu
A.D.S.R.O. BEHALA

Computer printed at :-
Panchanantala Lane,
Kolkata - 700034.

By :
Ajoy Kumar Dasgupta

MEMO OF CONSIDERATION

RECEIVED of and from the within named Builder the within mentioned sum of Rs. 6,00,000/- (Rupees Six Lakhs) only as per the Memo below.

MEMO :

<u>Date</u>	<u>CHEQUE NO.</u>	<u>BANK & BRANCH</u>	<u>AMOUNT (RS.)</u>
25.09.2010 -	870204 -	Oriental Bank of Commerce.	1,00,000/-
06.10.2010 -	876215 -	"	1,00,000/-
29.10.2010 -	876238 -	"	1,00,000/-
10.12.2010 -	871126 -	"	1,00,000/-
02.06.2011 -	919132 -	"	2,00,000/-
TOTAL RS.			6,00,000/-

(Rupees Six Lakhs only) only)

WITNESSES :

1. Amit Surtan
58 Sahapur Min Road
Kot - 38

2. Sunil Ghosh
92, Sawai hat kame
Kot - 700061

✓ Putul Ghosh (NEE Bhaka)
✓ Sanat K. Bhakat
✓ Sayib K. Bhakat

SIGNATURE OF OWNERS/FIRST PARTY

Left hand	Small Finger	Ring Finger	Middle Finger	1st Finger	Thumb
Right hand	Thumb	1st. Finger	Middle Finger	Ring Finger	Small Finger
Name <i>body Bag</i>		Sign			
Left hand	Small Finger	Ring Finger	Middle Finger	1st Finger	Thumb
Right hand	Thumb	1st. Finger	Middle Finger	Ring Finger	Small Finger
Name		Sign <i>Mrs Pritul Chosh (use shakt)</i>			
Left hand	Small Finger	Ring Finger	Middle Finger	1st Finger	Thumb
Right hand	Thumb	1st. Finger	Middle Finger	Ring Finger	Small Finger
Name		Sign <i>Sanat Kishakat</i>			
Left hand	Small Finger	Ring Finger	Middle Finger	1st Finger	Thumb
Right hand	Thumb	1st. Finger	Middle Finger	Ring Finger	Small Finger
Name		Sign <i>Sayb 12r Bhakat</i>			



Government Of West Bengal

Office Of the A.D.S.R. BEHALA
District:-South 24-Parganas

Endorsement For Deed Number : I - 02824 of 2013

(Serial No. 02859 of 2013)

On 21/03/2013

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

Presented for registration at 20.25 hrs on :21/03/2013, at the Private residence by Sanat Kr. Bhakat , one of the Executants.

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

Execution is admitted on 21/03/2013 by

1. Sanat Kr. Bhakat, son of Lt. Bimal Kr. Bhakat , 70, J. K. Paul Road, Kolkata, Thana:-New Alipore, P.O. :-Sahapur ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038, By Caste Hindu, By Profession : Business
2. Sanjib Kr. Bhakat, son of Lt. Bimal Kr. Bhakat , 70, J. K. Paul Road, Kolkata, Thana:-New Alipore, P.O. :-Sahapur ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038, By Caste Hindu, By Profession : Business
3. Putul Ghosh(Nee Bhakat), wife of Sumit Ghosh , 92, Sarkarhat Lane, Kolkata, Thana:-Thakurpukur, P.O. :-Sarsuna ,District:-South 24-Parganas, WEST BENGAL, India, Pin :-700061, By Caste Hindu, By Profession : House wife
4. Prodip Bag
Proprietor, M/s. Lokenath Enterprise, 20/8, S. N. Roy Road, Kolkata, Thana:-Behala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038.
, By Profession : Business

Identified By Amit Santra, son of Dulal Santra, 58, Saha Pur Main Road, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700038, By Caste: Hindu, By Profession: Others.

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

On 22/03/2013

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.-1,01,23,125/-

Certified that the required stamp duty of this document is Rs.- 20101 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

On 25/03/2013

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(d), 48(g), 53, 57 of Indian Stamp Act 1899.

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA



Government Of West Bengal
Office Of the A.D.S.R. BEHALA
District:-South 24-Parganas

Endorsement For Deed Number : I - 02824 of 2013
(Serial No. 02859 of 2013)

Payment of Fees:

Amount By Cash

Rs. 6610.00/-, on 25/03/2013

(Under Article : ,E = 21/- on 25/03/2013)

Deficit stamp duty

Deficit stamp duty Rs. 15114/- is paid , by the draft number 883374, Draft Date 21/03/2013, Bank State Bank of India, Rabindranagar (Behala), received on 25/03/2013

(Asish Goswami)
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA



Faint text and markings, possibly a stamp or signature, located in the lower middle section of the page.

(Asish Goswami)

ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 10
Page from 3454 to 3495
being No 02824 for the year 2013.



(Asish Goswami) 26-March-2013
ADDITIONAL DISTRICT SUB-REGISTRAR OF BEHALA
Office of the A.D.S.R. BEHALA
West Bengal