

SL NO 885/2018

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7/30/18 पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that Signature Sheet
Endorsement Sheet and
herewith are part of this
documents.

15-2-18
21-3-18

Adtl Dist. Sub-Registrar
UTTARPARA, HOOGHLY

15 FEB 2018

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THIS DEVELOPER AGREEMENT WITH GENERAL POWER OF ATTORNEY
is made this 15th day of February 2018, BETWEEN 1. SRI ARUNMOY
CHAKRAVORTY, P.A.N. ABDPC7273K, S/o Late Madhusudan Chakraborty, 2.
SRI SUKHAMOY CHAKRABORTY, P.A.N. ACKPC1998F, S/o Late Madhusudan
Chakraborty, both are by occupation - Retired, both are by religion - Hindu,
by citizen - Indian, residing at 86, Dwarik Jungel Street, P.O. - Bhadrakali, P.S.

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P.S. – Uttarpara, District – Hooghly, PIN – 712 232; hereinafter called the 'OWNER' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include their heirs, legal representatives, administrators, executors and assigns) of the ONE PART.

A N D

PARIVAR ENCLAVE PRIVATE LIMITED, a registered Company, Company P.A.N. AAFCP5773R, registered under the Provisions of The Indian Companies Act, 1956, represented by its Managing Director, *MR. MANOJ KUMAR GHOSH*, P.A.N.ADSPG6013E, S/o Mr. Ajit Kumar Ghosh, by religion - Hindu, by occupation - Business, by citizen - Indian, having its registered Office at 16A, Abdul Hamid Street, 4th floor, Room No. 404, P.O. – Esplanade, P.S. – Hare Street, Kolkata – 700069; hereinafter called the 'DEVELOPER' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include its successors-in-interest and office, administrators, executors and assigns) of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of Bastu land measuring 0.36 Satak, together with building, comprised in R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), lying within Mouza – Bhadrakali, J.L. No. 9, Municipal Holding No. 85, Dwarik Jungle Street, Ward No.7, under Uttarpara-Kotrung Municipality, P.S. – Uttarpara, District – Hooghly, originally belonged to one Bipin Chandra Roy, who was in absolute khas possession exercising his absolute right, title, interest by paying tax to the Municipality and rent to the Zaminder and his name was duly recorded in the Revisional Settlement Record.

AND WHEREAS said Bipin Chandra Roy died intestate after passing of the Hindu Succession Act, 1956, leaving behind his wife, Smt. Panchubala Dasi, two sons, Sri Pintu Chandra Roy and Sri Nemaï Chandra Roy. AS at the time of death said Bipin Chandra Roy was a Hindu and was governed by the provisions of the Hindu Succession Act, 1956, as such all that right, title, interest in respect

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respect to aforesaid property devolved on his said wife and two sons, in equal undivided 1/3rd share each absolutely and forever.

AND WHEREAS said legal heirs of deceased Bipin Chandra Roy, being the wife and two sons, namely, Smt. Panchubala Dasi, Sri Pintu Chandra Roy and Sri Nemai Chandra Roy, they by a registered Deed of Sale, dated 06.12.1958 duly registered in Being No. 669, for the year 1958, for the consideration therein mentioned, sold, transferred and delivered possession of the area of land measuring Four Cottahs Zero Chattak Zero Sq. feet (4 K - 0 Ch. - 0 Sft.) equivalent to 0.07 Satak of R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), to Sri Kartick Chandra Basu, S/o Late Kailash Chandra Basu of Calcutta, absolutely and forever.

AND WHEREAS said Sri Kartick Chandra Basu after the said purchase subsequently by a registered Deed of Sale, dated 01.10.1958, duly registered in Being No. 7227, for the year 1958 of Serampore Sub-Registry Office, for the consideration therein mentioned, sold, transferred and delivered possession of aforesaid area of land measuring Four Cottahs Zero Chattak Zero Sq. feet (4 K - 0 Ch. - 0 Sft.) equivalent to 0.07 Satak of R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), to Smt. Renu Kana Das, W/o Late Lal Mohan Das of Uttarpara, Dist. - Hooghly, absolutely and forever.

AND WHEREAS said Smt. Renu Kana Das after the said purchase by a registered Deed of Sale, dated 08.02.1965, duly registered in Being No. 790, for the year 1965 of Serampore Sub-Registry Office, for the consideration therein mentioned, sold, transferred and delivered possession of the said area of land measuring Four Cottahs Zero Chattak Zero Sq. feet (4 K - 0 Ch. - 0 Sft.) equivalent to 0.07 Satak of R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), to Sri Dharendra Lal Chowdhury, S/o Late Ramesh Chandra Chowdhury of 36, D.J. Road, Bhadrakali, P.S. - Uttarpara, District - Hooghly, absolutely and forever.

AND WHEREAS said Sri Dharendra Lal Chowdhury after purchase the total area of land measuring 0.19 Satak by different Purchase Deeds, amalgamated the same and out of total land, he by a registered Deed of Sale, dated 04.04.1977

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04.04.1977, duly registered in Being No.1178, for the year 1977 of Serampore Sub-Registry Office, for the consideration therein mentioned, sold, transferred and delivered possession of the area of land measuring Two Cottahs Fourteen Chattaks Thirty Three Sq. feet (2 K - 14 Ch. - 33 Sft.) comprised in R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), Mouza - Bhadrakali, Municipal Holding No. 123, D.J. Street, P.S. - Uttarpara, Dist. - Hooghly, to Sri Arunmoy Chakravorty, being the First Party (Owner) No.1 herein absolutely and forever.

AND WHEREAS ALL THAT demarcated area of land measuring Four Cottahs Zero Chattaks Zero Sq. feet (4K - 0 Ch. - 0 Sft.) together with building, comprised in R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), lying within Mouza - Bhadrakali, J.L. No. 9, under Uttarpara-Kotrung Municipality, P.S. - Uttarpara, District - Hooghly, was the purchased property of Dharendra Lal Chowdhury by said registered Deed No. 790, and while he was in absolute khas possession in respect to said property, he by a registered Deed of Sale, dated 24.02.1978, duly registered in Book No. I, Volume No. 19, pages from 153 to 156, Being No. 730, for the year 1978, for the consideration therein mentioned, sold, transferred and delivered possession of the said property to Smt. Renu Prova Debi, being the mother of the First Party No.1 herein absolutely and forever.

AND WHEREAS said Smt. Renu Prova Debi after the said purchase out of Four Cottahs Zero Chattaks Zero Sq. feet (4K - 0 Ch. - 0 Sft.), by a registered Deed of Gift, dated 15.02.1998, duly registered in Being No. 782, for the year 1998 of A.D.S.R. Office, Serampore, out of love and affection, made gift of One Cottah Fifteen Chattaks Twenty Sq. feet (1K - 15 Ch. - 20 Sft.), together with building of said R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), lying within Mouza - Bhadrakali, J.L. No. 9, present Municipal Holding No. 122/1, D.J. Street, under Uttarpara-Kotrung Municipality, P.S. - Uttarpara, District - Hooghly, to her son, Sri Arunmoy Chakravorty, absolutely and forever.

AND WHEREAS said Smt. Renu Prova Debi by another Deed of Gift, dated

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dated 28.01.1998, duly registered in Book No. I, Being No. 454, for the year 1998 of A.D.S.R. Office, Serampore, out of love and affection, made gift the remaining area within the purchased property of Four Cottahs Zero Chattaks Zero Sq. feet (4K - 0 Ch. - 0 Sft.), i.e., the area of land measuring One Cottah Fifteen Chattaks Twenty One Sq. feet (1K - 15 Ch. - 21 Sft.), together with all rights of easements on the western side passage, being part of the Holding No. 122, Dwarik Jungle Street, comprised in R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), within Mouza - Bhadrakali, under Uttarpara-Kotrung Municipality, P.S. - Uttarpara, District - Hooghly, to her another son, Sri Sukhamoy Chakraborty, being the Owner No.2 herein, absolutely and forever.

AND WHEREAS the Owner No.1 herein by purchase from said Dharendra Lal Chowdhury became the Owner of the area of land measuring Two Cottahs Fourteen Chattaks Thirty Three Sq. feet (2 K - 14 Ch. - 33 Sft.) comprised in R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), Mouza - Bhadrakali, P.S. - Uttarpara, Dist. - Hooghly and by the said Deed of Gift, dated 16.01.1998, got the area of land measuring One Cottah Fifteen Chattaks Twenty Sq. feet (1K - 15 Ch. - 20 Sft.), together with building of said R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), lying within Mouza - Bhadrakali, J.L. No. 9, under Uttarpara-Kotrung Municipality, P.S. - Uttarpara, District - Hooghly, i.e., total area of land measuring Four Cottahs Fourteen Chattaks Eight Sq. feet (4K - 14 Ch. - 8 Sft.), together with building, within the area of 0.19 Satak AND the Owner No.2 herein by aforesaid Deed of Gift, dated 28.01.1998 became the absolute owner of One Cottah Fifteen Chattaks Twenty One Sq. feet (1K - 15 Ch. - 21 Sft.), comprised in R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), within Mouza - Bhadrakali, under Uttarpara-Kotrung Municipality, P.S. - Uttarpara, District - Hooghly, within the total area of land measuring 0.19 Satak and the Owner herein now became the joint owners of total area of land measuring Six Cottahs Thirteen Chattaks Twenty Nine Sq. feet (6K - 13 Ch. - 29 Sft.), together with building, comprised in R.S. Plot No. 731, under Khatian

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Khatian No. 91 (continuation of Khatian No. 93), lying within Mouza - Bhadrakali, being Municipal Holding Nos. 122/1, 122 & 123, Dwarik Jungle Street, under Uttarpara-Kotrung Municipality, P.S. - Uttarpara, District - Hooghly.

AND WHEREAS the name of the Owner No.1 duly recorded in L.R. Settlement Khatian No. 9559 and the R.S. Plot No. 731 changed into L.R. Plot No. 1157 but the area of land recorded as 0.031 Sahasrangsha instead of total area of Four Cottahs Fourteen Chattaks Eight Sq. feet (4K - 14 Ch. - 8 Sft.) and the recorded area, shown in L.R. Record is the gifted area only and purchased area of the Owner No.1 did not record yet and the Owner No.1 is now in absolute khas possession exercising his absolute right, title, interest in respect to Holding No. 122/1 & 123, D.J. Street, Ward No.7, P.S. - Uttarpara, Dist. - Hooghly.

AND WHEREAS the name of the Owner No.2 duly recorded in L.R. Settlement Khatian No. 9560 and the R.S. Plot No. 731 changed into L.R. Plot No. 1157 and the area of land recorded as 0.032 Sahasrangsha in L.R. Record and the Owner No.2 is now in absolute khas possession exercising his absolute right, title, interest in respect to Holding No. 122, D.J. Street, Ward No.7, P.S. - Uttarpara, Dist. - Hooghly.

AND WHEREAS the Owner herein considering the old dilapidated condition of the existing building, have now decided to make construction of multi-storied building on the said total property, being the area of land measuring Six Cottahs Thirteen Chattaks Twenty Nine Sq. feet (6K - 13 Ch. - 29 Sft.), together with building, comprised in R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), corresponding to L.R. Settlement Plot No. 1157, under Khatian No. 9559 and 9560, lying within Mouza - Bhadrakali, being Municipal Holding Nos. 122/1, 122 & 123, Dwarik Jungle Street, under Uttarpara-Kotrung Municipality, P.S. & A.D.S.R. Office, Uttarpara, District - Hooghly, particulars of which mentioned in the "A" Schedule below and also considering their insufficient fund and lack of experience regarding constructional matter, were in search of a suitable Developer who has good

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good credintiality and goodwill in the market and the Owner herein after making enquiry, came to know that the Developer herein has good name and fame and for which made approach the Developer herein for making development of the "A" Schedule property and the Developer herein coming to know the said approach, being agreed and asked for the terms and conditions and the Owner herein given proposal for handing over total proposed constructed area measuring 2000' Sq. feet covered area more or less on the North-West side of the Ground floor, from the proposed construction and the Developer herein agreed with the proposal.

AND WHEREAS both the Owner and Developer herein considering each of their proposals being bonafide and the Owner herein considering the fame, goodwill and reputation of the Developer herein, do hereby agree to appoint the firm as Developer for making construction of multi-storied (G+3) building on their "A" Schedule land in conformity with the sanction building plan, to be sanctioned by the Uttarpara-Kotrung Municipality.

AND WHEREAS the parties herein for avoiding all future disputes and for maintaining good relation, do hereby agree on the following terms & conditions : -

: TERMS AND CONDITIONS :

1. That the Owner have already handed over all documents, such as copy of Revisional Settlement and Land Reforms Settlement Record and all other documents lying in the name and custody of the Owner for investigation of marketable title to the "A" Schedule property for satisfaction of the Developer and its Advocate and if any document is found not submitted, shall be handed over to the Developer herein within 15 (fifteen) days from the date of execution of this Agreement.
2. That the Owner hereby declare, that the property in Schedule "A", is being the joint property of the Owner and has good, salable and marketable title and is not subject matter of any mortgage, lien, surety, attachment and not involve with any pending litigation and the property or any part of it has not been affected by any acquisition & requisition and the Property is free from all

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all encumbrances whatsoever. The Owner further declare that if any statement is found to be false, subsequently will be liable under the law and also shall be liable to pay damages.

3. That the "A" Schedule property, together with the existing structure is to be handed over by the Owner within 30 (thirty) days from the date of execution and registration of this agreement, to the Developer herein.

4. That the site plan and building plan for construction of proposed building shall be drawn and prepared by the Developer's appointed architect, engineer in conformity with the West Bengal Municipal Act, 1993 and the building Rules, 1996 and the existing by-laws, if any of the local Municipality.

5. That the Developer shall bear all costs for preparation of site plan and building plan & also shall deposit all costs and charges, which will be required for the purpose of getting sanction of building plan or any supplementary plan or revised plan.

6. That the Developer has right to sign in the site plan and building plan and shall observe all formalities which are required for getting sanction and shall also have right to amalgamate the adjoining holdings into one holding and the Owner shall co-operate the Developer, if required for getting any further plan from the Municipality or for getting amalgamation of Schedule "A" property.

7. That the Developer shall complete the construction of proposed building on the "A" Schedule property, in conformity with the plan to be sanctioned by the Municipality, as well as specification to be given with good materials, fittings and fixtures within 30 (Thirty) months from the date of getting sanction of Building Plan from the Municipality.

8. That the Developer is at liberty to amalgamate the Schedule holdings into one holding and also shall have right to amalgamate the adjoining holdings within the "A" Schedule property and also has right to enter into agreement for development with the adjoining owners and/or right to purchase the adjoining property and amalgamate the all holdings into one holding, if required, and in that case, the Owner herein shall not obstruct in any manner and also shall not be liable to get any further area or any cash amount for said amalgamated area.

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9. That the entire construction of the proposed building shall be made entirely at the cost of the Developer. That the Developer shall bear all cost, such as soil test, preparation of revised plan/supplementary plan, fittings, fixtures and shall complete the proposed multi-storied building.

10. That the Owner as a consideration of the "A" Schedule land, within the total proposed constructed G+3 building which is to be constructed on the "A" Schedule property, shall be measuring total covered area more or less 12000' Sq. feet, and out of said proposed constructed area, the Owner shall get total covered area measuring 2000' Sq. feet more or less on the North-West side of the Ground floor, together with proportionate undivided share of "A" Schedule land underneath the proposed building and the particulars of the owners' allocated area is mentioned in the "B" Schedule below the particulars of the Developer's allocated remaining area is mentioned in the "C" Schedule below.

11. That the Developer herein shall handover the owners' allocated "B" Schedule property to the Owner within 30 (Thirty) months from the date of getting sanction of building plan from the Municipality.

12. That the constructed area for common use and common portion, shall be kept common for all flat owners, shop owners and the land owners.

13. That the Owner shall not be entitled to claim, demand any further constructed area from the proposed construction in excess of the "B" Schedule area in violation of this Agreement as further consideration of the "A" Schedule property.

14. That the Developer shall have all right to enter into an agreement for sale of its allocated area of proposed flats, shops etc. to be constructed on the "A" Schedule property, together with proportionate share of land, underneath of the proposed building to any Purchaser. The Developer by entering into agreement for sale, has all right to take advance consideration money or entire consideration money from the prospective Purchasers and has right to sell, mortgage, any flat, lease-out to any Purchaser, person, company, firm and also has full right to give consent to any Purchaser for taking loan from any authorized financial authority in respect its allocated proposed "C" Schedule

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Schedule area, provided the Developer shall have no right to enter into agreement for sale of owners' allocation of the "B" Schedule area.

15. That the Developer within its allocated area, shall have full power and authority to deliver possession of any flat, shop, garage, space etc. proposed to be constructed, to any prospective Purchaser entirely at the risk and responsibility of the Developer but the Developer shall not be entitled to transfer owners' allocated "B" Schedule area, proposed to be constructed.

16. That the Developer has all right to execute and register Proper Instrument of Transfer, i.e., Gift Deed, Sale Deed, Mortgage Deed, Lease Deed, Deed of Exchange, Deed of Settlement or any type of transfer deed, within its "C" Schedule allocated proposed flats, shops etc. to be constructed on the "A" Schedule land, together with proportionate undivided share of land, except owners' allocated "B" Schedule area, in favour of the prospective purchasers/ persons, accepting the entire consideration money of the flat, shop, garage etc. to be sold and the owner shall confirm the sale by joining in the proposed conveyance as party through their appointed attorney.

17. That the owner after taking possession of their allocated portion, shall pay tax to the Municipality separately. Similarly the prospective purchasers of Developer shall pay tax to the Municipality separately, after making mutation of each of their names in respect to each of their purchased flat/ shop/ garage/ space etc.

18. That the Owner shall always co-operate with the Developer or person(s) engaged by it in all matters not detrimental to the interest of the owner.

19. That the Owner shall not be liable to pay for any charges to the person(s) appointed by the Developer for the said construction work on the said plot of land, described under the "A" Schedule.

20. That the Developer at its own cost and expenses or from advance taken from prospective purchasers shall construct the building by engaging its own men and shall keep and stock building materials at the site of construction of the building. The Owner hereby authorize the Developer to do all lawful acts, deeds, things, which will be necessary for the purpose of completion of construction

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construction work and shall grant other power or powers and authorities as may be reasonably required by the Developer.

21. That the Owner after getting their allocated "B" Schedule area shall enjoy and allow to enjoy others, the common passage, path etc. which are necessary for common use and made for common maintenance and use for the occupiers of the "A" Schedule building.

22. That the owner shall pay stern proportionate cost of maintenance of the proposed multi-storied building and shall join with the Owners' Association, to be formed by the body of flat owners, so long Association is not formed, the maintenance charges to be fixed by the Developer and shall be paid to the Developer.

23. That the Owner shall have right to take new meter in their name and new meter shall be provided in the common meter space to be made in the proposed building and cost of installation shall be borne by the owner and in case of shifting of meter, the cost shall also be borne by the owner.

24. That the Owner shall handover all relevant original documents to the Developer herein at the time of execution and registration of this Developer Agreement.

25. That the super built up area shall be calculated @ 20%.

26. That both the parties are entitled to sue for Specific Performance of Contract against one another.

27. That the Owner shall handover upto date Municipal tax receipt and Govt. Rent receipt after making payment to the competent authority, on the date of handing over possession of the "A" Schedule property to the Developer, i.e., the Owner shall pay the Municipal tax and Govt. Rent and any other tax(s), due electricity charges and any other dues in respect to the "A" Schedule property, if any, before handing over the possession and the Developer shall be responsible for payment of tax and rent from the period of construction as well as after getting the vacant possession from the Owner and the Developer shall have no responsibility of payment of any tax and rent on behalf of the owner.

28. That the name of the proposed multi-storied building will be "PARIVAR RESIDONA".

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29. That the common area, space, path, stair, lift, passage, extreme top floor roof and all other common area and things shall be enjoyed by the Owner herein jointly with other co-flat owners by paying proportionate maintenance charges to the Developer herein, till formation of the Flat Owners' Association.

30. That this agreement shall be binding upon the Owner as well as Developer herein and their legal heirs, legal representatives, successor-in-interest and office, administrators, executors and assigns and if before completion of the project, unfortunately the Owner or the Director of the Developer firm passes away, by operation of law the legal heirs of the said Owner and the legal heir of the deceased director of the Developer firm, shall be binding upon all the terms as mentioned in this Instrument for avoiding all legal complications.

31. That the Owner herein for avoiding unnecessary troubles and for smooth completion of the project, have decided to execute Power of Attorney, conferring all powers to the Developer herein and have conveyed the Managing Director of the said Firm for acting as Attorney on their behalf. So know all men by these presents, the Owner herein do hereby nominate, constitute and appoint, **PARIVAR ENCLAVE PRIVATE LIMITED**, a registered Company, registered under the Provisions of The Indian Companies Act, 1956, represented by its Managing Director, **MR. MANOJ KUMAR GHOSH**, S/o Mr. Ajit Kumar Ghosh, by religion-Hindu, by occupation - Business, by citizen-Indian, having its registered Office at 16A, Abdul Hamid Street, 4th floor, Room No. 404, P.O. - Esplanade, P.S. - Hare Street, Kolkata - 700069, as their true and lawful attorney, who shall do, execute and perform all acts, deeds and things in respect to "A" Schedule property, as their true & lawful Constituted Attorney in their name and on their behalf; hereinafter mentioned that is to say :-

- i) To appear and act in all the courts, civil, criminal, whether Revision or appellate, tribunal, revenue office, settlement office, Registration office, certificate office and in any office or offices either Central Government or State Government, District Magistrate Board, Municipal Board or Notified area or any other local authority.
- ii) To appoint any Advocate, Barrister, Revenue Agent or any other legal

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legal practitioner or any person legally authorized to do any act.

- iii) To sign and verify plaint, written statement, memorandum of appeal, revision, writ application, objection, cross objection, affidavit & all applications, petitions which will be necessary for conducting case, appeal, revision, writ or any other case or cases.
- iv) To compromise, compound or withdraw cases, and to pray any relief and to refer cases to arbitration.
- v) To file caveat and to file and receive back any documents, to deposit money by challan, or receipt and to withdraw money from any suit, cases or from any office or offices and to grant proper acknowledgement receipt.
- vi) To accept service of any summons, notice, writ issued by any Court and office against them in respect of the "A" schedule property.
- vii) To obtain, refund of stamp duty, court fees or repayment of stamp duty or court fees.
- viii) To execute any order or any decree and to take delivery of possession in respect of the "A" Schedule property in execution of any and to take payment of execution of money decree and to apply Court for full satisfaction of decree, to acknowledge possession and payment by making endorsement on the required papers.
- ix) To apply to Court and offices for copies of documents and papers and to withdraw deeds, documents, papers from any Court.
- x) To apply for the inspection and/or to inspect judicial records and any record of any office or offices either Central or State or local Govt.
- xi) To negotiate with any person/officer or any authority relating to the affairs of the "A" Schedule property and to take decision.
- xii) To demolish the existing structure standing on the "A" Schedule property and to make construction of new multi-storied building thereon and accept the consideration money either in part or in full from the prospective purchasers in respect of the flats, shops, garages, etc. to be constructed on the "A" Schedule

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Schedule property, except the "B" Schedule property. In the event of undivided and un-demarcated property or the property is amalgamated with other property entire over which the building would be built up, all the owners shall have to partition their share by registering proper instrument to become the owner of the separated property with the building to be built by this agreement.

xiii) To execute and register Proper Instrument of any Transfer Deed including Gift Deed, Mortgage Deed, Deed of Settlement, Deed of Exchange, Deed of Sale or any Deed which the Developer think fit and proper in respect to its allocated "C" Schedule property within the "A" Schedule property in favour of the intending purchasers/persons, accepting the entire consideration on duly stamped conveyance as well as in favour of any nominated person and shall present the same before any registering authority and to admit execution and registration after accepting the consideration, shall deliver possession of the same to the intending purchasers and to do all acts which will be required for completion of sale, under the Provisions of Transfer of Property Act as well as the Indian Registration Act or any act or acts for the time being in force, except the "B" Schedule property.

xiv) To give consent of mutation of names to the proposed purchasers, i.e., flat, shop, garage or any other owners and to give consent in any manner which may require to the Purchasers on their behalf.

xv) Generally to do all necessary act or acts as their Attorney in respect of the matter aforesaid and all other matters in which she may be interested or concerned and on *my* behalf to execute and to do all acts, deeds or things as fully & effectually in all respect as *my self* to do if personally being present.

And the Owner herein do hereby agree that all acts, deeds and things lawfully done or to be done by their said Attorney shall be construed as acts, deeds and things done by them and also the owner undertake to ratify and confirm all whatsoever that their said Attorney shall lawfully do or cause to be done for them by virtue of the power hereby given in this agreement.

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IN WITNESSES WHEREOF the parties herein put each of their signatures, the day, month and the year above written.

"A" SCHEDULE IMMOVABLE PROPERTY ABOVE REFERRED TO :

ALL THAT area of total land measuring Six Cottahs Thirteen Chattaks Twenty Nine Sq. feet (6K - 13 Ch. - 29 Sft.), together with building, measuring constructed covered tile shed area 650' Sq. Feet, comprised in R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), corresponding to L.R. Settlement Plot No. 1157, under Khatian No. 9559 and 9560, lying within Mouza - Bhadrakali, being Municipal Holding Nos. 122/1, 122 & 123, Dwarik Jungle Street, under Uttarpara-Kotrung Municipality, P.S. & A.D.S.R. Office, Uttarpara, District - Hooghly, together with all rights of easements annexed therewith. The property is butted & bounded by as follows :-

North	: Property of Snehlata Das
South	: Municipal Road
East	: Property of B. Chowdhury, Lal Chand Sharma & Others
West	: Property of Niranjana Das & S. Chakraborty.

"B" SCHEDULE OWNERS' ALLOCATION ABOVE REFERRED TO :

WITHIN "A" Schedule proposed multi-storied (G+3) building, out of total proposed constructed area, measuring covered area more or less 12000' Sq. feet, the Owner shall get total measuring 2000' Sq. feet covered area more or less on the North-West side of the Ground floor, together with proportionate undivided share of "A" Schedule land underneath the proposed building, comprised in R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), corresponding to L.R. Settlement Plot No. 1157, under Khatian No. 9559 and 9560, lying within Mouza - Bhadrakali, being Municipal Holding Nos. 122/1, 122 & 123, Dwarik Jungle Street, under Uttarpara-Kotrung Municipality, P.S. & A.D.S.R. Office, Uttarpara, District - Hooghly. Although the actual measurement of the owners' allocated area shall be determined after getting sanction of Building Plan. No cash money is paid to the Land Owners.

"C" SCHEDULE DEVELOPER'S ALLOCATION ABOVE REFERRED TO :

WITHIN the "A" Schedule proposed multi-storied (G+3) building, out of total

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Subramany Chatterjee
 Adm.

total proposed constructed area, measuring covered area more or less 12000' Sq. feet, the Developer shall get the entire remaining area, being total covered area 10000' Sq. feet more or less, together with proportionate undivided share of "A" Schedule land underneath the proposed building, comprised in R.S. Plot No. 731, under Khatian No. 91 (continuation of Khatian No. 93), corresponding to L.R. Settlement Plot No. 1157, under Khatian No. 9559 and 9560, lying within Mouza - Bhadrakali, being Municipal Holding Nos. 122/1, 122 & 123, Dwarik Jungle Street, under Uttarpara-Kotrung Municipality, P.S. & A.D.S.R. Office, Uttarpara, District - Hooghly. Although the actual measurement of the Developer's allocated area shall be determined after getting sanction of Building Plan.

SPECIFICATION OF THE OWNERS' ALLOCATED AREA :

- a) Structural Work : R.C.C. foundation and framed structure from ground to top AAC block walls on external fact AAC brick wall for internal walls.
- b) Flooring for flat : Floors of two bed rooms and all floors and 4" skirting inside of the walls will be finished by 12" x 12" ceramic tiles.
- c) Flooring for common area : All floors and 4" skirting inside of the walls will be finished by gray cement.
- d) Door & Windows : All framed of door will be made of good quality wood and doors are commercial flush door. Lock and one eyepiece will be provided in the main entrance door, PVC door will be provided in the bath room. All windows will be framed of quality aluminum with frontal glass fittings.
- e) Interior walling : All the interior wall of each flat without cement plaster will be finished with POP.
- f) Sanitary & Plumbing : One toilet will be provided with white porcelain EWC pan and one black stone sink in the kitchen. All the cocks will be C.P. fitted with PVC Pipeline.
- g) Kitchen for flat : Floor will be finished by 12" x 12" ceramic tiles and

Contd.....17.

Actual
4-00

and 5 x 1.5 black stone made cooking platform and black stone sink, with one water point & two feet high glaze tile in the wall above the platform will be provided.

- h) Bathroom for flat : Floor will be finished by 12" x 12" ceramic tiles with 4' feet high glazed tile in the wall above the floor will be provided.
- i) Electrical for flat : All wiring will be concealed with standard wire, and in each flats 21 points will be provided by promoter sanction places, Individual meter for each flat CESC will be obtained after Registration. Necessary CESC fee and other charges will be incurred by the Owner herein.
- j) Extra work : Any extra work other than specified will be done against extra payment as per rate schedule by Developer on advance payment and for non-payment no extra work will be done.

SIGNED IN PRESENCE OF :

WITNESSES:

1. Tapan Banerjee
Rabindranagar
11 P. A. R. Ghosh & Sons
Hindmotor

2. Pritam Karmakar
Hindmotor,
Hooghly

Sudhany Chatterjee
Sudhany Chatterjee

SIGNATURE OF THE OWNER.

For PARIVAR ENCLAVE (P) LTD
Manoj Chatterjee
Managing Director

SIGNATURE OF THE DEVELOPER.

Drafted by me :
Abhijay M. Ghosh
W 10/1324/2002
Advocate, Serampore Court.

Composed by :

Basudeb Bhattacharyay
(Basudeb Bhattacharyay)
Serampore, Hooghly.

Finger Prints of Both Hands



Sumany Chakraborty

THUMB FINGER	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
					L
					H
					F
					P
					R
					H
					F
					P



Suchamay Chakraborty

THUMB FINGER	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
					L
					H
					F
					P
					R
					H
					F
					P



Manish Shukla

THUMB FINGER	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER	
					L
					H
					F
					P
					R
					H
					F
					P



Government of West Bengal
Directorate of Registration & Stamp Revenue
FORM-1664

Miscellaneous Receipt

Visit Commission Case No / Year	0621000087/2018	Date of Application	15/02/2018
Query No / Year	06210000211962/2018		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr Nirmal Chandra Gayen		
Stampduty Payable	Rs.10,050/-		
Registration Fees Payable	Rs.14/-		
Applicant Name of the Visit Commission	Mr N C Gayen		
Applicant Address	serampore		
Place of Commission	16A, Abdul Hamid Street, 4th Floor, Room No.404, P.O:- Esplanade, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700069		
Expected Date and Time of Commission	15/02/2018 6:00 PM		
Fee Details	J1: 250/-, J2: 60/-, PTA-J(2): 20/-, Total Fees Paid: 330/-		
Remarks			



Government of West Bengal

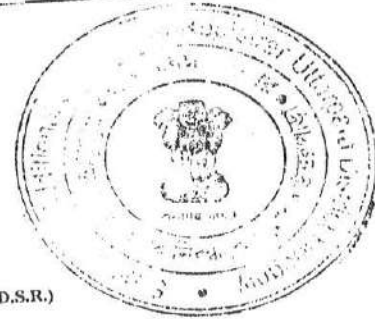
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. UTTARPARA, District Name :Hooghly

Signature / LTI Sheet of Query No/Year 06210000211962/2018

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri Arunmoy Chakravorty 86, Dwarik Jungel Street, P.O:- Bhadrakali, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN - 712232	Land Lord			<i>Arunmoy Chakravorty</i> 15-02-2018 D.T.f 2151
2	Shri Sukhamoy Chakraborty 86, Dwarik Jungel Street, P.O:- Bhadrakali, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN - 712232	Land Lord			<i>Sukhamoy Chakraborty</i> 15/02/2018 D.T.f 2150
3	Mr Manoj Kumar Ghosh 16A, Abdul Hamid Street, 4th Floor, Room No.404, P.O:- Esplanade, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700069	Representative of Developer [PARIVAR ENCLACE PRIVATE LIMITED]			<i>Manoj Kumar Ghosh</i> 15/02/18 D.T.f 2152



Query No:-06210000211962/2018, 15/02/2018 04:20:42 PM UTTARPARA (A.D.S.R.)

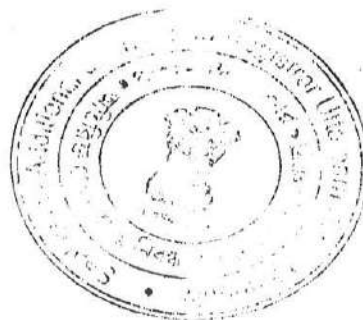
Page 2 of 3

Query signed.

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Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr Nirmal Chandra Gayen Son of Late Satish Chandra Gayen Serampore Court, P.O:- Serampore, P.S:- Serampur, District:-Hooghly, West Bengal, India, PIN - 712201	Shri Arunmoy Chakravorty, Shri Sukhamoy Chakraborty, Mr Manoj Kumar Ghosh	<i>Nirmal Chandra Gayen</i> 15/2/18

(Kripasindhu Ray)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
UTTARPARA
Hooghly, West Bengal



Major Information of the Deed

Deed No.	I-0621-00886/2018	Date of Registration	21/03/2018
Query No./Year	0621-0000211962/2018	Office where deed is registered	A.D.S.R. UTTARPARA, District: Hooghly
Query Date	08/02/2018 9:00:02 PM		
Applicant Name, Address & Other Details	Nirmal Chandra Gayen Serampore Court, Thana : Serampur, District : Hooghly, WEST BENGAL, Mobile No. : 9830954480, Status : Solicitor firm		
Transaction	[0110] Sale, Development Agreement or Construction		
Set forth Value	Rs. 3/-		
Stamp duty Paid (SD)	Rs. 10,050/- (Article:48(g))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		
	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-]		
	Rs. 70,47,782/-		
	Registration Fee Paid		
	Rs. 14/- (Article:E, E)		

Land Details :

District: Hooghly, P.S:- Uttarpara, Municipality: UTTARPARA-KOTRUNG, Road: Dwarik Jungle Road/Bye Lane, Road Zone : (Mouza Bhadrakali, Holding located on main Road -- Mouza Bhadrakali, Holding located on main Road) , Mouza: Bhadrakali

Sch. No.	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	Set forth Value (in Rs.)	Market Value (in Rs.)	Other Details
L1	RS-731	RS-91	Bastu	Bastu	3 Katha 13 Chatak 29 Sq Ft	1/-	38,52,780/-	Property is on Road
L2	RS-731	RS-93	Bastu	Bastu	3 Katha	1/-	30,00,002/-	Property is on Road
TOTAL :					11.3071Dec	2 /-	68,52,782 /-	
Grand Total :					11.3071Dec	2 /-	68,52,782 /-	

Structure Details :

Sch. No.	Structure Details	Area of Structure	Set forth Value (in Rs.)	Market value (in Rs.)	Other Details
S1	On Land L1, L2	650 Sq Ft.	1/-	1,95,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 650 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		650 sq ft	1 /-	1,95,000 /-	

Major Information of the Deed :- I-0621-00886/2018-21/03/2018

22/03/2018 Query No:-06210000211962 / 2018 Deed No :I - 062100886 / 2018, Document is digitally signed.

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri Arunmoy Chakravorty (Presentant) Son of Late Madhusudan Chakraborty 86, Dwarik Jungel Street, P.O:- Bhadrakali, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN - 712232 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ABDPC7273K, Status :Individual, Executed by: Self, Date of Execution: 15/02/2018 , Admitted by: Self, Date of Admission: 15/02/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/02/2018 , Admitted by: Self, Date of Admission: 15/02/2018 ,Place : Pvt. Residence
2	Shri Sukhamoy Chakraborty Son of Late Madhusudan Chakraborty 86, Dwarik Jungel Street, P.O:- Bhadrakali, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN - 712232 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ACKPC1998F, Status :Individual, Executed by: Self, Date of Execution: 15/02/2018 , Admitted by: Self, Date of Admission: 15/02/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 15/02/2018 , Admitted by: Self, Date of Admission: 15/02/2018 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PARIVAR ENCLACE PRIVATE LIMITED 16A, Abdul Hamid Street, 4th Floor, Room No.404, P.O:- Esplanade, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700069 , PAN No.: AAFCP5773R, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Manoj Kumar Ghosh Son of Mr Ajit Kumar Ghosh 16A, Abdul Hamid Street, 4th Floor, Room No.404, P.O:- Esplanade, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700069, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADSPG6013E Status : Representative, Representative of : PARIVAR ENCLACE PRIVATE LIMITED (as Managing Director)

Identifier Details :

Name & address
Mr Nirmal Chandra Gayen Son of Late Satish Chandra Gayen Serampore Court, P.O:- Serampore, P.S:- Serampur, District:-Hooghly, West Bengal, India, PIN - 712201, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Shri Arunmoy Chakravorty, Shri Sukhamoy Chakraborty, Mr Manoj Kumar Ghosh

Major Information of the Deed :- I-0621-00886/2018-21/03/2018

22/03/2018 Query No:-06210000211962 / 2018 Deed No :I - 062100886 / 2018, Document is digitally signed.

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Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri Arunmoy Chakravorty	PARIVAR ENCLACE PRIVATE LIMITED-3.17854 Dec
2	Shri Sukhamoy Chakravorty	PARIVAR ENCLACE PRIVATE LIMITED-3.17854 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Shri Arunmoy Chakravorty	PARIVAR ENCLACE PRIVATE LIMITED-2.475 Dec
2	Shri Sukhamoy Chakravorty	PARIVAR ENCLACE PRIVATE LIMITED-2.475 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri Arunmoy Chakravorty	PARIVAR ENCLACE PRIVATE LIMITED-325.00000000 Sq Ft
2	Shri Sukhamoy Chakravorty	PARIVAR ENCLACE PRIVATE LIMITED-325.00000000 Sq Ft

Endorsement For Deed Number : I - 062100886 / 2018

On 15-02-2018

Presentation(Under Section 52 & Rule 22A(3) 48(1), W.B. Registration Rules, 1962)

Presented for registration at 19:30 hrs on 15-02-2018, at the Private residence by Shri Arunmoy Chakravorty, one of the Executants.

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 70,47,782/-

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

Execution is admitted on 15/02/2018 by 1. Shri Arunmoy Chakravorty, Son of Late Madhusudan Chakravorty, 86, Dwarik Jungel Street, P.O: Bhadrakali, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712232, by caste Hindu, by Profession Retired Person, 2. Shri Sukhamoy Chakravorty, Son of Late Madhusudan Chakravorty, 86, Dwarik Jungel Street, P.O: Bhadrakali, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712232, by caste Hindu, by Profession Retired Person

Indetified by Mr Nirmal Chandra Gayen, , Son of Late Satish Chandra Gayen, Serampore Court, P.O: Serampore, Thana: Serampur, Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Law Clerk

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


Execution is admitted on 15-02-2018 by Mr Manoj Kumar Ghosh, Managing Director, PARIVAR ENCLACE PRIVATE LIMITED (Private Limited Company), 16A, Abdul Hamid Street, 4th Floor, Room No.404, P.O:- Esplanade, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700069

Major Information of the Deed :- I-0621-00886/2018-21/03/2018

22/03/2018 Query No:-06210000211962 / 2018 Deed No :I - 062100886 / 2018, Document is digitally signed.

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Notified by Mr Nirmal Chandra Gayen, . . Son of Late Satish Chandra Gayen, Serampore Court, P.O: Serampore, Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Law Clerk


Kripasindhu Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. UTTARPARA
Hooghly, West Bengal

On 21-03-2018

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 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 16/02/2018 6:06PM with Govt. Ref. No: 192017180178500051 on 16-02-2018, Amount Rs: 14/-, Bank: United Bank (UTBI00CH175), Ref. No. 9791004 on 16-02-2018, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,050/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,050/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 478990, Amount: Rs.5,000/-, Date of Purchase: 24/01/2018, Vendor name: Animesh Rakshit

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 16/02/2018 6:06PM with Govt. Ref. No: 192017180178500051 on 16-02-2018, Amount Rs: 5,050/-, Bank: United Bank (UTBI00CH175), Ref. No. 9791004 on 16-02-2018, Head of Account 0030-02-103-003-02


Kripasindhu Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. UTTARPARA
Hooghly, West Bengal

Major Information of the Deed :- I-0621-00886/2018-21/03/2018

22/03/2018 Query No:-06210000211962 / 2018 Deed No :- 062100886 / 2018, Document is digitally signed.

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0621-2018, Page from 26683 to 26715
being No 062100886 for the year 2018.



Digitally signed by Kripasindhu Ray
Date: 2018.03.22 15:13:07 +05:30
Reason: Digital Signing of Deed.

(Kripasindhu Ray) 22-03-2018 15:11:54
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. UTTARPARA
West Bengal.

(This document is digitally signed.)

22/03/2018 Query No:-06210000211962 / 2018 Deed No :I - 062100886 / 2018, Document is digitally signed.

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