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Q-298371/2019



Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar  
of Assurances-III, Kolkata  
Assurances III Kolkata

8 MAR 2019

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT FOR DEVELOPMENT** is made on this 25<sup>th</sup> day of February, in the year Two Thousand Nineteen (2019)

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P100/P441

ক্রমিক নং ..... 1457-  
 তারিখ ..... 11/02/2019  
 ফ্রেতার নাম .....  
 ঠিকানা .....  
 মূল্য ..... 500/-  
 বিক্রতার নাম - পল্লবী কুম্ভ কোড- 22  
 স্বাক্ষর .....  
 স্ট্যাম্প ভেডার, রানাঘাট কোর্ট, নদীয়া

M/S. ACUBE Infrastructure

88/1 B.B.C. Rd

Dum Dum

11.02.19

INDIA NON JUDICIAL

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Additional Registrar of Assurances III Kolkata

25 FEB 2019

THIS AGREEMENT...

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## BETWEEN

**M/S. APARNA NIRMAN PVT. LTD. (PAN AAJCA8758R)** a Company incorporated under the Companies Act 1956 having its Regd. Office at B.K. Tower, 4<sup>th</sup> Floor, 170/A, A.J.C. Bose Road, P.O. Beniapukur, P.S. Beniapukur, Kolkata -700 014, represented by its one of the Authorized Signatory, **SMT. CHAITALI CHAKRABORTY (PAN BK2PC9789C)**, Wife of Sri Sarit Chakraborty, by religion - Hindu, by Nationality Indian, by occupation Business, residing at 95-B, Ananda Palit Road, P.O. Entally, P.S. Entally, Kolkata-700014, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include her respective heirs, executors, administrators, legal representatives and assigns) in **ONE PART**.

## A N D

**M/S. ACUBE INFRASTRUCTURES (PAN ABNFA5714F)** a Partnership Concern having its registered office at 88/1, D. D. C. Road, Dum Dum Queen Apartment, 3<sup>rd</sup> floor, Room No. 19, P.S. Dum Dum, Kolkata - 700 030, represented by the Partners namely, **(1) SRI ANJAN KUMAR BANDOPADHYAY (PAN ACXPB5071H)**, Son of Amal Kumar

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Bandopadhyay, by faith Hindu, by Nationality Indian, by Occupation Business, residing at N-302, Binyak Enclave, 59, Kalicharan Ghosh Road, Baranagar (M), P.O. Sinthi, P.S. Baranagar, Kolkata -700 050, North 24-Parganas **(2) SMT. PALA KAR BISWAS** (PAN BTMPB9610H), Daughter of Shri Birendra Nath Kar, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at- 22, Umesh Mukherjee Road, P.S. Belghoria, P.O. Belghoria, Kolkata- 700056, hereinafter called and referred to as "the **"BUILDERS"/"DEVELOPERS"** (which term or expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**WHEREAS**

A. By virtue of a Registered Deed of Conveyance dated 31-03-1992, registered with the District Sub-Registrar Burdwan and recorded in Book No. I, Volume No. 52 being Deed No. 3045 for the year 1992, one Sudhir Chandra Pal sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of

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Purushottam Patel ALL THAT piece and parcel of land measuring about 2.5 Cottahs be the same little more or less in R.S. Dag No. 362 at Mouza – Rayan.

B. By virtue of a Registered Deed of Conveyance dated 10-04-1991, registered with the District Sub-Registrar, Burdwan and recorded in Book No. I, being Deed No. 3279 for the year 1991, the said Sudhir Chandra Pal sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of Purushottam Patel ALL THAT piece and parcel of land measuring about 1 Cottah 8 Chittacks be the same little more or less in R.S. Dag No. 362/9061 at Mouza – Rayan.

C. By virtue of a Registered Deed of Conveyance dated 10-04-1991, registered with the District Sub-Registrar, Burdwan and recorded in Book No. I, being Deed No. 3277 for the year 1991, the said Sudhir Chandra Pal sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of Radha Ben Patel ALL THAT piece and parcel of land measuring about 2 Cottahs 10 Chittacks be the same little more or less in R.S. Dag No. 362/9061 at Mouza – Rayan.

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- D. By virtue of a Registered Deed of Conveyance dated 10-04-1991, registered with the District Sub-Registrar, Burdwan and recorded in Book No. I, being Deed No. 3278 for the year 1991, the said Sudhir Chandra Pal sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of Girdhar Patel ALL THAT piece and parcel of land measuring about 1 Cottahs 8 Chittacks be the same little more or less in R.S. Dag No. 362/9061 at Mouza – Rayan.
- E. By virtue of a Registered Deed of Conveyance dated 31-03-1992, registered with the District Sub-Registrar, Burdwan and recorded in Book No. I, Volume No. 53, Pages 5 to 6 being Deed No. 3107 for the year 1992, the said Sudhir Chandra Pal sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of Girdhar Patel ALL THAT piece and parcel of land measuring about 2 Cottahs 2.5 Chittacks be the same little more or less in R.S. Dag No. 362/9061 & 362/1036 at Mouza – Rayan.
- F. By virtue of a Registered Deed of Conveyance dated 31-03-1992, registered with the District Sub-Registrar, Burdwan and recorded in Book No. I, Volume No. 52, Pages 19 to 20 being

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Deed No. 3044 for the year 1992, the said Sudhir Chandra Pal sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of Lakshmi Kanta Patel ALL THAT piece and parcel of land measuring about 1.5 Cottahs be the same little more or less in R.S. Dag No. 362 at Mouza - Rayan.

G. By virtue of a Registered Deed of Conveyance dated 26-09-2000, registered with the District Sub-Registrar, Burdwan and recorded in Book No. I, being Deed No. 5786 for the year 2000, Jagannath Pal & Others sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of Lakshmi Kanta Patel ALL THAT piece and parcel of land measuring about 255 Square feet be the same little more or less in R.S. Dag No. 362/1036 at Mouza - Rayan.

H. By virtue of a Registered Deed of Conveyance dated 10-04-1991, registered with the District Sub-Registrar, Burdwan and recorded in Book No. I, being Deed No. 3286 for the year 1991, the said Sudhir Chandra Pal sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of Lakshmi Kanta Patel ALL THAT piece and parcel of land measuring about 2 Cottahs 12 Chitacks be the same little more



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Registrar of Companies  
Kolkata

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or less in R.S. Dag No. 362/9061 & 362/1036 at Mouza - Rayan.

- I. By virtue of a Registered Deed of Conveyance dated 31-03-1992, registered with the District Sub-Registrar, Burdwan and recorded in Book No. I, Volume No. 52, Pages 17 to 18 being Deed No. 3043 for the year 1992, the said Sudhir Chandra Pal sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of Damayanti Ben Patel ALL THAT piece and parcel of land measuring about 3 Cottahs 6 Chitacks be the same little more or less in R.S. Dag No. 362 at Mouza - Rayan.
- J. By virtue of a Registered Deed of Conveyance dated 31-03-1992, registered with the District Sub-Registrar, Burdwan and recorded in Book No. I, Volume No. 52, Pages 37 to 38 being Deed No. 3050 for the year 1992, the said Sudhir Chandra Pal sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of Dhangauri Ben Patel ALL THAT piece and parcel of land measuring about 3 Cottahs 6 Chitacks be the same little more or less in R.S. Dag No. 362 at Mouza - Rayan.

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Assurances III Kolkata**  
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- K. By virtue of a Registered Deed of Conveyance dated 10-04-1991, registered with the District Sub-Registrar, Burdwan and recorded in Book No. I, being Deed No. 3280 for the year 1991, the said Sudhir Chandra Pal sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of Amrat Ben Patel ALL THAT piece and parcel of land measuring about 2 Cottahs 10 Chitacks be the same little more or less in R.S. Dag No. 362/9061 at Mouza - Rayan.
- L. Thus by virtue of the 11 Nos. of Deed of Conveyance as above the said owners Purushottam Patel, Rahda Ben Patel, Girdhar Patel, Lakshmi Kanta Patel, Damayanti Ben Patel, Dhangauri Ben Patel, Amrat Ben Patel became the owners of their respective portions/land adjacent to each other and were regularly paying all rents, taxes, cesses and other out goings to the concerned Panchayat and thus became the joint owners and had been seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of various Bastu Lands collectively measuring about 23 Cottahs 5.5 Chittacks in R.S. Dag No. 362/9061, 362 and 362/1036 under R.S. Khatian No. 913 and others Khatian Nos. situated at Bijoyram Katwa Road in



Mouza Rayan comprised in L.R. Dag No. 362/9061, 362 and 362/1036 under L.R. Khatian No. 913 appertaining to J.L. No. 68 under Rayan 1 No. Gram Panchayat at Bijoyram Katwa Road lying and situates at Mouza Rayan, Police Station Burdwan in the District Burdwan, West Bengal. While enjoying the said lands measuring about 23 Cottahs 5.5 Chittacks in R.S. Dag No. 362/9061, 362 and 362/1036 free from all encumbrances the said owners namely Purushottam Patel, Rahda Ben Patel, Girdhar Patel, Lakshmi Kanta Patel, Damayanti Ben Patel, Dhangauri Ben Patel, Amrat Ben Patel by virtue of a Register Deed of Conveyance dated 31-03-1992 registered with the District Sub-Registrar-II, Burdwan and recorded in Book No. I, CD Volume No. 15, Pages 2092 to 2109 being Deed No. 04594 for the year 2011 jointly sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of M/s. Aparna Nirman Private Limited the Owner herein.

✓ M. Thus the said M/s. Aparna Nirman Private Limited, the Owner herein, has been seized and possessed of or otherwise well and sufficiently entitled to ALL THAT land measuring 23 Cottahs 5.5 Chittacks in R.S. Dag No. 362/9061, 362 and 362/1036 under



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R.S. Khatian No. 913 and others Khatian No. comprised in L.R. Dag No. 362/9061, 362 under L.R. Khatian No. 5406 situated at Bijoyram Katwa Road in Mouza Rayan appertaining to J.L. No. 68 under Rayan 1 No. Gram Panchayat at Bijoyram Katwa Road lying and situates at Mouza Rayan Police Station Burdwan in the District Burdwan, West Bengal and is in absolute possession thereof.

N. While possessing and enjoying the said lands admeasuring more or less 23 Cottahs 5.5 Chittacks in R.S. Dag No. 362/9061, 362 and 362/1036 free from all encumbrances the Owner herein by virtue of a Registered Deed of Conveyance dated 13-08-2012, registered with the A.D.S.R. Burdwan and recorded in Book No. I, CD Volume No. 28, Pages 674 to 686 being Deed No. 06571 for the year 2012 sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of one Fatik Chandra Saha, S/o. Late Panchanan Saha of Bijoyram, P.O. Bajepuratappur, P.S. & District : Burdwan ALL THAT piece and parcel of land measuring about 1.4575 Decimal in R.S. Dag No. 362 and the land measuring about 0.182187 Decimals in R.S. Dag No. 362/9061 totaling an area of 1.63968700 Decimals



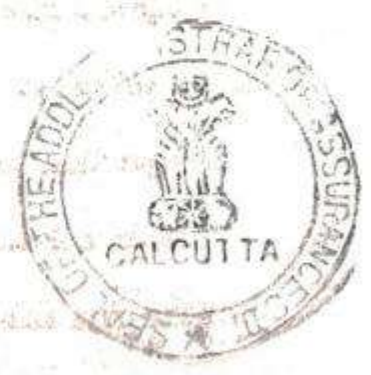


equivalent to 715.50 Sq.ft. out of its total land 23 Cottahs 5.5 Chittacks in R.S. Dag No. 362/9061, 362 and 362/1036.

O. Fatik Chandra Saha by virtue of a Registered Deed of Conveyance dated 10-09-2013, registered with the A.D.S.R. Burdwan and recorded in Book No. I, CD Volume No. 27, Pages 2150 to 2166 being Deed No. 07214 for the year 2013 re-sold, granted, transferred, conveyed, confirmed, assured and assigned unto and in favour of the Owner herein ALL THAT piece and parcel of land measuring about 1.4575 Decimal in R.S. Dag No. 362 and the land measuring about 0.182187 Decimals in R.S. Dag No. 362/9061 totaling an area of 1.63968700 Decimals equivalent to 715.50 Sq.ft. in R.S. Dag No. 362/9061, 362 and 362/1036.

P. As such, the said M/s. Aparna Nirman Private Limited, the owner herein, has been seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of various Bastu Lands collectively measuring about 23 Cottahs 5.5 Chittacks together with the sheds and structures therein in R.S. Dag No. 362/9061, 362 and 362/1036 under R.S. Khatian No. 913 and others Khatian No. comprised in L.R. Dag No.

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362/9061, 362 under L.R. Khatian No. 5406 situated at Bijoyram Katwa Road in Mouza Rayan appertaining to J.L. No. 68 under Rayan 1 No. Gram Panchayat at Bijoyram Katwa Road lying and situates at Mouza Rayan, Police Station Burdwan in the District Burdwan, West Bengal, hereinafter called and referred to as the said premises and morefully and particularly described in the FIRST SCHEDULE herein after written.

- Q. Subsequently the Owner herein had decided to develop their said property and to construct a residential building on the said properties comprising of several flats, shops for sale, on ownership basis in accordance with the sanctioned building plan duly sanctioned by the concerned competent authority
- R. In order to give shape to its desire to develop the said the properties the said M/s. Aparna Nirman Private Limited applied before the Rayan 1 No. Gram Panchayat for obtaining building Plan and subsequently Rayan 1 No. Gram Panchayat sanctioned a building Plan for construction a G+5 storied building or Apartment in the Project under name and style SAPTAPADI on the said premises vide Building Plan No. BDA-RAYAN-902 dated



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15-5-2015 and thereafter has started construction of as per the said Building Plan.

- S. Keeping the same end in view the aforesaid M/S. APARNA NIRMAN PRIVATE LIMITED (PAN AAJCA8758R) as exclusive Owner of Land hereditament and premises described in Schedule below Bastu land measuring 23 Cottahs 5.5 Chittacks (16927.50 Sq.ft. approximate) of land standing thereon brick built asbestos shed measuring 3000 Sq.ft in R.S. Dag No. 362/9061, 362 and 362/1036 under R.S. Khatian No. 913 and others Khatian No. comprised in L.R. Dag No. 362/9061, 362 under L.R. Khatian No. 5406 situated at Bijoyram Katwa Road in Mouza Rayan appertaining to J.L. No. 68 under Rayan 1 No. Gram Panchayat at Bijoyram Katwa Road lying and situates at Mouza Rayan, Police Station Burdwan in the District Burdwan, West Bengal, enter into a Development Agreement with M/S. MAA SARADA UDYOG a proprietorship Firm for construction of several Multistoried building thereon stipulating terms and conditions therein for such development.
- T. The said Development agreement and Development Power of Attorney is granted in favour of M/S. MAA SARADA UDYOG on

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ASSISTANT  
**25 FEB 2019**





26<sup>th</sup> August, 2017 which was executed and registered at Additional Registrar of Assurance III, Kolkata on 26-08-2017 and was recorded in Book No. I, Volume No. 1903- 2017, Page from 65744 to 65791 being Deed No. 190301992 for the year 2017. ✓

U. The Power of Attorney was executed registered in favour of M/S. MAA SARADA UDYOG a Proprietorship Firm having its registered office at Kalaberia, Bishnupur, P.O. Rajarhat, Bishnupur Road, Kolkata -700 135, duly represented by its Proprietor SRI BIPLAB BHATTACHARYA (PAN AEAPB7052D), son of Late Ranjit Bhattacharya, by faith Hindu, by occupation Business, residing at 26, K.B. Sarani, Dum Dum, P.O. Mal Road, Kolkata -700 080, P.S. Dum Du, District : North 24-Parganas which was registered before the Office of the Additional Registrar of Assurance III, Kolkata on 4<sup>th</sup> September, 2017 and was recorded in Book No. IV, being Deed No. 1903-04973 for the year 2017.

V. For various diverse reason the said Development work could not be completed by the said M/S. MAA SARADA UDYOG mentioned as Developer therein and finding no chance of completion of project the owner and developer jointly decided to cancel the said

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**Additional Registrar of  
Assurances in Kolkata**

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Development agreement and the Power of Attorney granted to Developer .

- W. The said M/S. MAA SARADA UDYOG, the Developer mentioned therein relinquished all the rights claimed, demand and withdraw himself from the project to proceed further with the Development work.
- X. In order to dispel all further doubts controversy the aforesaid M/S. MAA SARADA UDYOG and the Owner M/S. APARNA NIRMAN PRIVATE LIMITED executed and registered a Deed of Cancellation of Agreement for such development on 09-08-2018 registered at Additional Registrar of Assurance III, Kolkata on 09-08-2018 and was recorded in Book No. I, Volume No. 1903-2018, Page from 95857 to 95885 being Deed No. 190302113 for the year 2018.
- Y. On 18<sup>th</sup> August, 2018 the aforesaid Power of Attorney has been cancelled by registered Deed by the Principal M/s. Aparna Nirman Pvt. Ltd. which has been registered at Additional Registrar of Assurance III, Kolkata on 18-08-2018 and was recorded in Book No. IV, Volume No. 1903- 2018, Page from 146487 to 146507 being Deed No. 190305174 for the year 2018.



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Z. Pursuant to cancellation of previous development agreement and power of attorney the owner M/s. Aparna Nirman Pvt. Ltd. has got unqualified right to enter into agreement for development with any other party of its choice.

AA. The said M/S. APARNA NIRMAN PVT. LTD. (PAN AAJCA8758R) a Company incorporated under the Companies Act 1956 having its Regd. Office at B.K. Tower, 4<sup>th</sup> Floor, 170/A, A.J.C. Bose Road, P.O. Beniapukur, P.S. Beniapukur, Kolkata - 700 014, represented by its one of the Authorized Signatory, **SMT. CHAITALI CHAKRABORTY (PAN BK2PC9789C)**, Wife of Sri Sarit Chakraborty, by religion Hindu, by Nationality Indian, by occupation Business, residing at 95-B, Ananda Palit Road, Entally, Kolkata-700014, of the OWNER and **M/S. ACUBE INFRASTRUCTURES (PAN ABNFA5714F)** a Partnership Concern having its registered office at 88/1, D. D. C. Road, Dum Dum Queen Apartment, 3<sup>rd</sup> floor, Room No. 19, P.S. Dum Dum, Kolkata -700 030, represented by the Partners namely, **(1) SRI ANJAN KUMAR BANDOPADHYAY (PAN ACXPB5071H.)**, Son of Amal Kumar Bandopadhyay, by faith Hindu, by Nationality Indian, by Occupation Business, residing at N-302, Binyak

The undersigned is a member of the Board of Directors of the Company and has read and approved the contents of the above-mentioned resolution.

I hereby certify that the above-mentioned resolution has been passed by the Board of Directors of the Company in accordance with the provisions of the Companies Act, 2013.

Witness my hand and seal this 25th day of February 2019.



  
 Registrar of Companies  
 Assurances III Kolkata  
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Enclave, 59, Kalicharan Ghosh Road, Baranagar (M), P.O. Sinthi, P.S. Baranagar, Kolkata -700 050, North 24-Parganas **(2) SMT. PALA KAR BISWAS** (PAN BTMPB9610H), Daughter of Shri Birendra Nath Kar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 22, Umesh Mukherjee Road, P.O. Belghoria, P.S. Belghoria, Kolkata- 700056, of the **DEVELOPERS** have jointly agreed to develop the schedule of property and the terms and conditions having been settled and agreed by the parties finally are reduced in writing below:-

**FOR THE PURPOSE OF THIS AGREEMENT THE FOLLOWING DEFINITIONS SHALL MEAN AND INCLUDE AS NOTED BELOW :-**

1. **"OWNER"** shall mean **M/S. APARNA NIRMAN PVT. LTD. (PAN AAJCA8758R)** a Company incorporated under the Companies Act 1956 having its Regd. Office at B.K. Tower, 4<sup>th</sup> Floor, 170/A, A.J.C. Bose Road, P.O. Beniapukur, P.S. Beniapukur, Kolkata -700 014, represented by its represented by one of the Authorized Signatory, **SMT. CHAITALI CHAKRABORTY (PAN BK2PC9789C)**, Wife of Sri Sarit Chakraborty, by religion Hindu, by Nationality Indian, by

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occupation Business, residing at 95-B, Ananda Palit Road, P.O. Entally, P.S. Entally, Kolkata-700014.

2. **"DEVELOPER"** shall mean **M/S. ACUBE INFRASTRUCTURES** (PAN ABNFA5714F) a Partnership Concern having its registered office at 88/1, D. D. C. Road, Dum Dum Queen Apartment, 3<sup>rd</sup> floor, Room No. 19, P.S. Dum Dum, Kolkata -700 030, represented by the Partners namely, **(1) SRI ANJAN KUMAR BANDOPADHYAY** (PAN ACXPB5071H.), Son of Amal Kumar Bandopadhyay, by faith Hindu, by Nationality Indian, by Occupation Business, residing at N-302, Binyak Enclave, 59, Kalicharan Ghosh Road, Baranagar (M), P.O. Sinthi, P.S. Baranagar, Kolkata -700 050, North 24-Parganas **(2) SMT. PALA KAR BISWAS** (PAN BTMPB9610H), Daughter of Shri Birendra Nath Kar, by faith Hindu, by Nationality Indian, by Occupation Business, residing at 22, Umesh Mukherjee Road, P.S. Belghoria, P.O. Belghoria, Kolkata- 700056.

3. **"NEWLY CONSTRUCTED BUILDING"** shall mean and include the ground plus five storied two buildings to be constructed on the said premises mentioned in First Schedule hereunder in accordance with

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the building plan to be sanctioned by the Rayan 1 No. Gram Panchayat. It shall deem to mean and include construction of additional floors on the said premises strictly in accordance with the building plan to be sanctioned by the Rayan 1 No. Gram Panchayat.

4. **"OWNERS' ALLOCATION"** shall mean 25% of the total constructed area of the building (save and except of the Developers' Allocation) together with undivided proportionate share in the land and in common areas and facilities attached thereto.

Together with undivided impartible proportionate share in the land and in the common areas and amenities attached thereto to be completed in all respect in habitable condition as per specification given in the Third Schedule hereunder written.

5. **"DEVELOPERS' ALLOCATION"** shall mean the remaining portion i.e. 75% of the total constructed area of the building (save and except of the Owners' Allocation) together with undivided proportionate share in the land and in common areas and facilities attached thereto.

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6. **"DEVELOPERS OR BUILDERS"** shall mean the person or persons who have been entered into the contract in this agreement with the Owners of land to construct new multi storied building consisting flats, apartments on the said land for the purpose of commercially exploiting it and/or selling and/or allot those to other person or persons of their choice and for the purpose this Agreement shall be deemed to mean and include the Second Party herein including their successors-in-office or assigns.
7. **"BUILDING PLAN"** shall mean the Plan for the construction to be sanctioned by the Rayan 1 No. Gram Panchayat and/or the Concerned Competent Authority of the building on the said land, described in the First Schedule.
8. **"ARCHITECT"** shall man any person or persons, firms, company appointed or nominated by the Developers from time to time for the purpose of construction of the new building.
9. **"COMMON AREA AND FACILITIES INCLUDES" :**
- (i) The land on which the building is located and all easement right, appurtenances belonging to the land.

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 Assurances III Kolkata  
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- (ii) The foundation, columns, gardens, beams, supports, main walls, roof, halls, corridors, lobbies, staircase, stair ways, lift, lift room , staircase landings and entrance and exit of the building.
  - (iii) Installation of common services, such as power, light, sewerage etc.
  - (iv) The pumps, motors, pipes ducts and other apparatus and installations of existing for common use.
  - (v) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.
10. **"COMMON EXPENSES"** shall mean expenses of administration maintenance including all taxes.
11. **"BUILT UP AREA"** shall mean Covered Area of the Flat + proportionate stair, lift, Lobby area.
12. **"SUPER BUILT UP AREA"** shall mean 25% in addition to the built up area.
13. **"SALEABLE SPACE"** shall mean the portion allotted to Developers in the new two building including use of common area and facilities.

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Additional Registrar of  
Assurance, Kolkata  
**25 FEB 2019**



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14. **"OWNERS' SPACE"** shall mean the proportionate share/portion allotted to the Owners as stated in the Owners allocation in the new building including use of common area and facilities.

15. **"PROPERTY"** shall mean ALL THAT piece and parcel of various Bastu Lands collectively measuring about 23 Cottahs 5.5 Chittacks together with the sheds and structures therein in R.S. Dag No. 362/9061, 362 and 362/1036 under R.S. Khatian No. 913 and others Khatian No. comprised in L.R. Dag No. 362/9061, 362 under L.R. Khatian No. 5406 situated at Bijoyram Katwa Road in Mouza Rayan appertaining to J.L. No. 68 under Rayan 1 No. Gram Panchayat at Bijoyram Katwa Road lying and situates at Mouza Rayan, Police Station Burdwan in the District Burdwan, West Bengal.

16. **"APARTMENT OR FLAT"** shall mean part of the property/ building having a direct exit, egress and ingress.

17. **"TRANSFER"** with all its connotations under the laws of the land, shall mean the transfer of a flat or apartment from and out of the property.

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Additional Registrar of  
Assurance, Kolkata  
25 FEB 2019





18. **"TRANSFEROR"** shall include both the Owners and the Developers or Builders, to the extent of their respective share.
19. **"TRANSFeree/PURCHASER"** shall mean a person or persons, company or companies, firm or firms to whom a Flat or Apartment in the property is to be transferred by way of sell/sale or allotment after the completion of the "Building" on the land or during the continuation of the development on the said premises as mentioned in the First Schedule hereunder written.
20. **"GENERAL POWER OF ATTORNEY"** The owner shall grant execute unregistered and registered a General Power of Attorney in favour of the Developer or his nominee or nominees authorizing him to take all steps for the purpose of construction of a multi storied building in the above mentioned premises and also for purpose of obtaining sanction or permission from the different authorities and also for purchasing building materials and following up the matter connecting with the authorities concerned and also to enter into agreement with the intending purchasers of the flat or shops/commercial space and garage and received advance or

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Additional Registrar of  
Assurance III Kolkata  
25 FEB 2019



consideration money in respect of developers allocation as well as owners' allocation in the proposed building and shall execute and register Sale Deed or deeds in respect of the Flats, shop rooms in respect of developers' allocation and owners' allocation also. All such power of attorneys will be read analogously with this agreement.

The owners shall not handover any original papers of the property to the Developer but if required In the event for the purpose of sanction or modification of building plan or on account of any inspection that would be required by any government , financial institution or banking authority to sanction any loan favouring the intending purchasers/s, in such an event the owner or its representative shall carry the original paper for production or inspection before any such office or offices that will be required for smooth construction of the new building and sale thereon.

The owners shall further be liable to make over Xerox copy of the title papers or any other papers pertaining to the said premises or prove the title of the owner to the developer.

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25 FEB 2019



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**NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH** and it is hereby declared and agreed by and between the Parties hereto as follows:-

1. The Owners hereby declare and represent that they are the absolute Owners of the said premises and have absolute right, title and full power to construct and/or permit the Builders/Developers to construct the new two (G+5) storied buildings on the said premises and are entitled to enter into this Agreement with the Developer.
2. The Developers have/had inspection of the said premises and is fully satisfied about its condition, location and voluntarily agreed to the terms hereunder provided.
3. The Owners hereby grant the Developers the exclusive right to build the newly constructed two (G+5) storied buildings on the said premises and exploit commercially the said premises for the mutual benefit within 30 (Thirty) months (i.e. July 2021) from the date of commencement of agreement. The Developer shall be allowed additional 6(six) months (i.e. February 2022) time for Force Majeure Clause. The Developers will hand over to the Owners herein a photo copy of the said Plan to be sanctioned by the Rayan 1 No. Gram

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Assurances III Kolkata  
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Panchayat. The Developers shall forthwith start construction of the building after demolishing the existing structure if any and upon getting peaceful vacant possession of the said premises ,whichever is later. The Developers shall construct the new building strictly in accordance with the building plan to be sanctioned by the Rayan 1 No. Gram Panchayat and shall not cause to make any deviation thereof. The Developers upon completion of the newly constructed building in accordance with the building plan to be sanctioned by the Rayan 1 No. Gram Panchayat and shall apply and obtain for the Completion Certificate/Occupancy Certificate from the concerned Competent Authority, the Rayan 1 No. Gram Panchayat and make over a copy of the same to the owners herein. The owners shall be duty bound to cooperate with the Developers in all manner for obtaining the sanction building plan and the Completion Certificate/Occupancy Certificate from the concerned Competent Authority, the Rayan 1 No. Gram Panchayat.

4. The Developers declares that the proposed newly constructed two (G+5) storied buildings would be constructed with good quality materials and with good workmanship and design and according to the plan to be sanctioned by the Rayan 1 No. Gram Panchayat or with

The undersigned hereby certifies that the above mentioned  
 documents are true and correct copies of the original documents  
 submitted to the Registrar of Companies, Kolkata, for the purpose  
 of registration of the company.

  
**Additional Registrar  
 Assurances III Kolkata**  
**25 FEB 2019**





such addition and/or alterations as desired by the Developers and as approved by Rayan 1 No. Gram Panchayat and more particularly described in the Third Schedule hereunder written. The Developer will ensure of all safety measures of the said site and the owners will not be responsible for any kind of accident or loss of staff or labour of the project.

5. For the purpose of construction of the building and making the same habitable, the Developers shall be authorized in so far as be necessary to apply for and obtain temporary and permanent connection of water, electricity, drainage and sewerage to the building and other impute facilities required for construction and enjoyment of the building and for such purpose the Owners shall execute and register in favour of the Developers a Registered General Power of Attorney and/or Development Power of Attorney including Power of alienation as and when called for by the intending Purchaser and other authority or authorities as shall be required by the Developers from time to time. The Owners shall as and when required by the Developer, convey and transfer to the Developers and/or their nominee or nominees free from all encumbrances whatsoever the proportionate share of land therein at or for the said total

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Assurances III Kolkata**  
**25 FEB 2019**



consideration and on the terms and consideration mentioned hereunder only after getting possession of the allocation of the Owners which shall be made over on priority basis. Without offering possession to the "Owners" in respect of the Owners allocation, the Builders/Developers shall not be entitled to put into possession any intending purchaser or purchasers in respect of the Developer's allocation.

6. The Developers shall be at liberty to deal with or dispose of the Developers' allocation in such manner and on such terms and conditions as the Developers may deem fit and proper. The Owners shall also not held liable for non-payment of taxes or other outgoing in respect of the flats comprised in the Developer' allocation/areas. The Developers shall indemnify and keep saved and indemnified the Owners in this regard. However the Developers shall not deliver physical possession of the Developer's allocation or any portion thereof in the newly constructed building until the Developers complies with all its liabilities towards the landowners. The Developers shall be entitled to execute registered conveyance in favour of the intending purchaser/purchasers pertaining to the Developer's allocation only after delivery of the Owners Allocation.





7. That Developers shall bear the outstanding payment payable by the Owner to be.

8. **THE OWNERS' COVENANT WITH THE DEVELOPERS INTER-ALIA as follows:-**

- (a) Not to cause any interference or hindrance in the construction of the building at the said premises by the Developers.
- (b) Not to do any act deed or thing whereby the Developers may be prejudicially affected from the right of selling, transferring, alienating, dealing with and/or disposing of the space of the building and Premises.
- (c) Not to let out, grant, lease, mortgage and causes any encumbrance and/or create and charge of any nature whatsoever in respect of the said premises and/or said Premises or any portion thereof without the consent in writing of the Developers during the existence and/or subsistence of this Agreement.
- (d) To cause to be joined such person or persons and parties as may be required by the Developers in the Agreement and/or sale deeds that may be executed by the Owners, for sale and transfer of the



proportionate share of land or building space(s) at the cost of the Developers and/or their nominee/ nominees.

(e) To apply for and obtain at the cost of the Developers all permissions, sanctioned building plan, clearances and certificates including completion certificate/occupancy certificate and/or any other papers, documents of any nature whatsoever required for effecting and completing the building to be constructed on the said premises for the purpose of sale and transfer.

(f) To actively render at all times, all co-operation and assistance to the Developers, in constructing and/or completing the building. The Developer can sale/ transfer of the developer's allocation in the newly constructed building of the Premises as envisaged hereunder as and when required.

9. The Developers shall bear all expenses like taxes till the date of handing over the possession of the Flats to its respective Owners/Allottees. Thereafter the respective Owners will bear the taxes of their respective allocation. Taxes for remaining Flats will be in the account of the Developers and/or their nominee or nominees as may be assessed by the Rayan 1 No. Gram Panchayat in respect of their respective flats.

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Assurances III Kolkata



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10. The Conveyance or any other Deed of the undivided proportionate share of land/space together with Flat/Flats comprised in the said premises as be appurtenant to the Developer's allocation shall be made to the Developers or their nominee or nominees or the person or persons interested in purchasing or otherwise acquiring undivided land or other space and Flat/Flats in the Developer's area in such portion and/or shares as the Developers may from time to time nominate and direct.

11. Without prejudice to the obligation of the Developers to construct the allocation of the Owners to execute and register the Sale Deed of any other as mentioned hereinabove, the Developers shall be absolutely entitled to enter into all agreements and other documents of transfer for the said space/flats/garage etc. (save and except for such shares therein as be appurtenant to the Owners' allocation) and the flats and other spaces as be constructed by the Developers from time thereon (save the flats as may be constructed by the Developers for and on behalf of the Owners i.e. Owners' allocation) to the persons interested in owning the same or portions thereof in such share and

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**Additional Registrar of  
Assurances III Kolkata**  
**25 FEB 2019**



portions as the Developers may deem fit and proper and to take earnest and all payments and/or sale proceeds accruing thereof.

12. It is clarified that all amount receivable under such agreements or other documents of transfer for indefeasible proportionate share of land comprised in the said premises and/or flats and/or space strictly pertaining to the Developer's allocation shall be for to the account of the Developers and shall be received by the Developers exclusively and the Owners shall have no objection therewith on the following:-

- (i) Sanctioning of the Plan and for additions and/or alterations in the Plans as may be required for construction of the building on the said premises.
- (ii) Construction of the building at the cost of the Developers and/or Developer's nominees/customers, taking finance/ loan from bank, and/or any other financial institutions etc. and making habitable of the Flats and other spaces therein, but it is specifically agreed and further represented by the Developers herein that if the Developers obtains any loan from any financial institution, Bank or from any other persons against the said development of the property such loan shall be regarded as the





personal loan of the Developers and/or any liability and /or benefit of any nature whatsoever accruing out of the said loan procured, the Owners shall have no liability of the same.

- (iii) Execution and registration of all Agreement and/or other Deeds and documents of transfer, lease, sale of the proportionate share of land and flat/flats and common areas comprised in the said premises as be appurtenant to the Developer' area and/or allocation to the customers of the Developer.

13. The Owners shall hold the Owners' allocation on the same terms and conditions as regards the user and maintenance of the building as the Purchaser or other Occupiers of the said Flats of the Developer' area/allocation would hold and shall pay maintenance charges and other outgoings in respect of the Owners' area/allocation at the same rate and in the same manner as the Purchaser/Purchasers of the flats of the Developers' allocation.

14. The Owners and the Developers have entered into this Agreement purely on a joint venture between the Owners and the

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Assurances III Kolkata

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Developers each party shall keep the other party indemnified from against the same.

15. The Owners shall never be liable for the Developer' activities in connection with the collection of money from the intending Purchaser/Purchasers relating to the Developer's allocation and/or for any credits from any person(s) or authority to the tune of any amount for the construction of the said proposed building. Before during or after construction of the said building according to the Plan or Plans sanctioned, all materials plans and machinery brought in or upon the said premises or workmen, labourers used employed or to be used and employed for constructing the said building shall remain at the Developer's and/or their agent's sole risk and responsibility and shall at all times to be absolute property of the Developers and the Owners shall not be entitled to exercise any lien non-impose any attachments, claims or any charges thereto.

16. The construction of the building to be completed by the Developers on the First Schedule property within a period of 30 (Thirty) months (i.e. July, 2021) from the date of commencement of





agreement. The Developer shall be allowed additional 6(Six) months (i.e. February 2022) time for Force Majeure Clause.

17. In case of demise of any of the Owners during the tenure of the construction and final transaction, their heirs shall in that case make such acts and things so that this Agreement remains valid and fresh registered General Power of Attorney shall be executed by their heirs so long the final transaction is not completed and in case of any one's negligence or failure all the heirs of the Owners shall be liable to make good of the total loss and damages whatsoever the Developers may suffer in this regard.

18. All notices consents and approvals to be given on behalf of the Owners shall be either to the Developers personally or left for it at its usual place of business mentioned above.

19. During the construction, if any outward happenings occur in the proposed building or labour or whatsoever reasons, the Developers will be solely liable for the same and the Owners shall not in any way be either criminally or of civil nature be liable for the same and in those

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Assurances III Kolkata  
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events the Developers shall indemnify all losses and damages to the Owners. The Developers to complete the construction of the building within a period of 30 (Thirty) months (i.e. February 2022) from the date of commencement of agreement. The Developer shall be allowed additional 6(six) months (i.e. February 2022) time for Force Majeure Clause. If the Developers fail to complete the construction of the building within the stipulated period and handover the owner's allocations the Developers shall be duty bound to pay a sum of 1% of the total property value per month of such default as compensation. The Developers shall also simultaneously or before handing over the owners allocation shall provide the owners with a copy of the sanctioned building plan to be sanctioned by the competent authority.

20. That the Developers shall commence the work of the building immediately on getting the peaceful vacant possession of the said premises from the Owners and Occupiers, if any, and subsequent sanction of the building plan from the concerned Rayan 1 No. Gram Panchayat, whichever later, failing which the Owners will have the option to cancel and/or rescind this Agreement. The Owners shall be duty bound to serve a notice upon the Developers at its registered

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**Additional Registrar of  
Assurances III Kolkata**

**25 FEB 2019**





address intimating such default providing two months time for rectification before cancellation and/or rescission of this agreement. The Developers shall also be duty bound to hand over the Owners allocation within the stipulated agreed time period of 30 (Thirty) months (i.e. July, 2021) from the date of commencement of Agreement. The Developer shall be allowed additional 6( six) months (i.e. February 2022) time for Force Majeure Clause failing which the owners shall be at liberty to exercise their right of rescission and/or cancellation of the development agreement and the registered power of attorney, after putting the Developers on notice for rectification of the defect and/or latches.

21. The owners shall not handover any original papers of the property to the Developer but if required In the event for the purpose of sanction or modification of building plan or on account of any inspection that would be required by any government, financial institution or banking authority to sanction any loan favouring the intending purchasers/s, in such an event the owner or its representative shall carry the original paper for production or

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Additional Registrar of  
Assessments III Kolkata  
**25 FEB 2019**



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inspection before any such office or offices that will be required for smooth construction of the new building and sale thereof.

The owners shall further be liable to make over Xerox copy of the title papers or any other papers pertaining to the said premises or prove the title of the owner to the developer.

22. The Owner declare that in course of development of the said premises with the erstwhile developer M/S. MAA SARADA UDYOG, several flats were booked and the earnest / advance booking money was accepted from the intending purchasers. It is agreed that this developer shall make over the said allocations and will be entitled to accept the balance consideration quantum from the said purchasers.

The owner shall grant appropriate consent for executing any supplementary agreement incorporating such changes thus effecting the change of name of the developer and other terms, if mutually agreed by and between the purchaser/s and this developer.

23. That there is no notice for acquisition or requisition is received by the Owners and no Suit is pending relating to the said First

The undersigned Registrar of Assurances III Kolkata  
 has received from the undersigned the following  
 information regarding the above mentioned policy  
 and the same is hereby published for the purpose  
 of giving notice to the public that the above  
 mentioned policy is now in force and the  
 same is being issued in accordance with the  
 provisions of the Assurances Act, 1911 and  
 the Assurances (Regulation) Act, 1912.

  
**Additional Registrar of  
 Assurances III Kolkata**  
**25 FEB 2019**





Schedule Property and the Owners alone are sole and absolute Owner in respect of the First Schedule Property.

24. That in case of demise of the Owner during the period of construction the heirs of the Owner shall be bound to grant Registered Power of Attorney in favour of the Developers and/or to register the Sale Deed in favour of the nominee or nominees of the Developer.

25. That the Developers will engage Architect and/or L. B. S. and prepare the building Plan and will take all steps for getting sanction of the building Plan by incurring all expenses from the Rayan 1 No. Gram Panchayat and will be entitled to advertise for sale of the Flats in newspapers ,electronic medias, banners, boards flexes and/or any other mode of advertisement as the Developers from time to time deem fit and proper to which the Owners are precluded from raising any objection/objections of any nature whatsoever.

26. That the Owners and/or on their behalf, their constituted Attorney/s shall execute and/or sign the Plans prescribed forms and other necessary papers whenever asked for by the Developers so that

The undersigned has the honor to acknowledge the receipt of the copy of the  
 application for registration of the above mentioned company under the  
 Companies Act, 1956, and in view of the fact that the said company has  
 not yet been incorporated, the said application is hereby returned to the  
 applicant for his attention.

Yours faithfully,  
 Additional Registrar of  
 Companies III Kolkata

  
 Additional Registrar of  
 Companies III Kolkata  
 25 FEB 2019



the Developers may obtain the sanctioned Plan to be sanctioned from the Rayan 1 No. Gram Panchayat and all the parties herein shall cooperate in all manner in this matter.

27. That in the said OWNER'S Allocation portion (more fully mentioned described stated and fully set-out in Second Schedule hereunder written) shall be situated in the proposed newly constructed building shall be constructed by the Developers herein as per sanctioned building plan to be sanctioned by the Rayan 1 No. Gram Panchayat and to be prepared at the instance of the Developers by the L. B. S. appointed by the Developers herein sanctioned by the Rayan 1 No. Gram Panchayat and specification mentioned and stated in the Third Schedule herein.

28. That the Developers will engage Architect, Engineers, Masons, Carpenters, Plumbers, Electricians, Sub Contractors, Labourers and other working hands for the construction of the new building and the Developers shall be solely liable to pay their remuneration.

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**Additional Registrar of  
Assurances III Kolkata**

**25 FEB 2019**





29. That the Developers will purchase all building materials and articles required for the construction of the new building on the said premises and pay the price thereof.
30. That the Developers will construct the building by using standard good building materials available in the market.
31. That the Developers by virtue of this Agreement will be entitled to book flats out of Developer' share and/or allocation and for such purposes the Developers may receive advance payments and/or any booking money in the name and account of Developers from the buyers and also finally shall receive all sale proceeds and/or consideration money in Developer's name and account directly from the buyers and the Owners shall have no objection in this regard.
32. That the Developer shall not secure any loan from any authority and shall not keep mortgage of the project excepting the proposed buyer/purchaser for purchased of shop/flat/apartment by obtain in loan from financial institution.

The undersigned hereby certifies that the above mentioned  
 details are correct and true to the best of his knowledge and  
 belief and that the same are in accordance with the records  
 maintained by him in this regard.

This certificate is issued in pursuance of the order of the  
 Registrar of Assurances, Kolkata dated 25.02.2019.

  
 Additional Registrar of  
 Assurances III Kolkata  
 25 FEB 2019



33. That be it expressly stated that if any further expenditure is required to be incurred to the statutory authority in respect of the project the same shall equally born by the owners and the developers.
34. That in case for any reason for any breach of the provision of the agreement by the Developer, the land owner if propose to terminate the development agreement prior to completion of the project then in such circumstances the land owner will be liable to pay back the entire investment less the Developers realized Consideration money from the intending buyer/s. Furthermore, the land owner shall indemnify the developer from any charges , claims and demands if any raised by the intending purchaser/s against the developer.
35. That the Owners hereby grant exclusive authority to the Developers to do the following acts, deeds and things on their behalf :
- (a) To sign, execute, enter into, modify, cancel, alter, draw, approve, present for registration and admit registration of all papers, documents, contracts, lease, tenancy, agreements, conveyances, declaration and other documents, as may in any way be required to do

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Additional Registrar of  
Assessors III Kolkata  
**25 FEB 2019**





so or done for or in connection with the said premises, before any Sub-Registrar or Registrar of Assurances for the purpose of registration and to receive and give effectual receipts and discharge in my name for all money which are or may be due from any person or persons in connection with my said premises either by way of earnest money or as full consideration.

(b) To sign and submit all Plan before the Rayan 1 No. Gram Panchayat and get it sanctioned from the competent authorities on their behalf and to make addition and alteration thereto if so require.

(c) That simultaneously with execution of these presents, the Owners will hand over original documents i. e., Deeds, Parcha, Dakhila, Mutation Certificate issued from the Rayan 1 No. Gram Panchayat to the Developers on accountable receipt.

(d) To present before the concerned Sub-Registrar, District Sub-Registrar or Registrar of Assurances, to sign all required documents, forms, affidavits, applications, receipts, Sale Deeds, to present the Sale Deed for registration, to admit execution before the concerned Sub-Registrar, District Sub-Registrar or Registrar of Assurances, in respect of said premises and to receive money and to issue proper receipts.

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Regional Registrar of  
Assurances III Kolkata

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(e) To protect our interest in the said premises and to represent us before the Police authority, WBSEDCL (WEST BENGAL STATE ELECTRICITY DISTRIBUTION COMPANY LIMITED), in all departments of the Rayan 1 No. Gram Panchayat for mutation of name and/or for any other purpose including obtaining drainage connection, Completion Certificate etc., as and when to be required.

(f) To file cases in respect of the said premises in Civil, Criminal, Revenue including the High Court at Calcutta and swear Affidavits, Declarations, to depose, to accept summons, letters and to appoint or discharge any Advocate, Council or other professionals on their behalf.

(g) To represent us before any Government body, semi Government bodies, local authorities as may be necessary in connection with the First Schedule property and to sign plans, papers and documents on my behalf before the competent authority.

36. That the Owners herein hereby declare that the property under this Agreement is lying free from all encumbrances and there are no charges or hypothecation or any mortgage and the said premises in not the subject matter of any litigation nor there is any notice of

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Additional Registrar of  
Assurances III Kolkata

25 FEB 2019



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acquisition or requisition or any claim of any taxes or impositions by any Government or public Body.

37. That after the Agreement for Sale of Flats of Developer's part with the prospective buyer of the Developers herein and at the stage of execution of Sale Deeds and/or registration thereof all the parties shall join in the Deed of Sale during execution and registration as Vendors and the Developers shall be the Confirming Party therein and on behalf of the Owners herein by virtue of Registered General Power and/or Registered Development Power of Attorney and the Sale Deed shall be signed and presented executed and registered by the Constituted Attorney of Parties of First and Second Parties herein.

38. That the specification of the construction is described in the Third Schedule hereunder written hereby approved by all parties herein.

39. That all the parties herein including the Developers will be entitled to enforce this Agreement according to law for the completion of the project.

The undersigned has the honor to acknowledge the receipt of your letter of the 14th instant regarding the above mentioned subject. The same has been forwarded to the concerned authorities for their consideration.

Yours faithfully,  
 Additional Registrar of Assurances III Kolkata

  
**Additional Registrar of Assurances III Kolkata**  
**25 FEB 2019**



40. That none of the Parties herein will create any disturbance or interrupt in the matter of construction of building by the Developers provided the construction is made by the Developers as per the specification of the Plan to be sanctioned by the Rayan 1 No. Gram Panchayat by using standard building materials.

41. The Owners shall be at liberty to enter and inspect the construction at the site but the owner shall not cause any interference there so far be technical & managerial jobs are involved.

42. It is agreed by and between the parties herein that the roof right of the newly constructed building shall at all material times be common and shall be deemed to mean the common right of enjoyment of all the purchasers/occupiers of the newly constructed building. The Developers shall not be entitled in any manner whatsoever to encumber the roof right in favour of any intending purchaser/purchasers. The Developers shall further be duty bound to mention the same in the agreement for sale and/or sale deed of the purchasers in regards to the common rights of the roof as agreed aforesaid.

The undersigned hereby certifies that the above mentioned person is a resident of the State of West Bengal and is eligible for the grant of a license under the provisions of the Insurance Act, 1938 and the Insurance (Regulation) Act, 1957.



**Additional Registrar of Assurances III Kolkata**

**25 FEB 2019**





43. In the event the Developers is permitted by a valid modification in the building plan to be sanctioned by the Rayan 1 No. Gram Panchayat and/or from the Concerned Competent Authority in the construction of additional floor /floors , the same shall vest share amongst the Developers as agreed between the parties i.e (Developers 75% and Owners 25%). However the additional cost of sanction shall be shared as per their respective allocation. It is further represented that construction of the additional floor if any shall be made in strict compliance of the plan to be sanctioned by the Rayan 1 No. Gram Panchayat.

44. The Developers shall at its cost register this development agreement.

45. **CANCELLATION CLAUSE**

a) That in case of any breach of the covenant and conditions to be observed by the developers then the owners shall have the right to ask the developers to take remedial measures, but in case any failure part of the developers to remove the breach then the owners shall have right to repudiate the agreement.

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**Additional Registrar of  
Assurances III Kolkata**  
**25 FEB 2019**



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b) That in case of cancellation of any agreement during the period of the contract when the developers have already invested huge sum for construction then in such circumstances the Developers shall be compensated by taking into account the total consideration realized by the Developers from intending buyer less the actual investment made in the project by the Developers and the owners shall further indemnify the developer from any future claims, charges and demands from such purchaser/s where after the owners shall have the right to continue with the said construction free from all encumbrances and the developers shall have no right except the value of investment and compensation.

c) That if the developers fails to complete the project and express the inability to continue the project then in such circumstances the developer to be liable to pay compensation and damages to the owner to the extent of 10% of the total cost of land of the project then assessed.

46. **FORCE MAJEURE**

Any failure or omission by either party to perform as obligation shall not be deemed to be a breach of the Agreement, if the same is caused

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Additional Registrar of  
Assurances III Kolkata  
2 5 FEB 2019





by reasons or circumstances constituting Force Majeure which shall include but not be limited to act of God, acts of any Government or any agency thereof, fire, war, riots, civil commotion of the party affected.

“Force Majeure” shall be flood, earthquake, riot, war storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto.

47. **NOTICES:**

All notices to be served hereunder by any of the parties on the other shall be deemed to have been served on the 4<sup>th</sup> day from the date of dispatch of such notice by prepaid speed post with acknowledgement due or by registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

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48. **ARBITRATION:**

The parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this agreement or the validity, interpretation construction, performance breach or enforceability of this deed (collectively disputes) by way of negotiation or mediation. If the parties have not settled the dispute by negotiation or mediation within 15(Fifteen) days from the date on which negotiation are initiated, the disputes shall be referred to the arbitration of an Arbitration Tribunal (the "Tribunal") to be conducted in accordance with the Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being in force and the award of the Tribunal shall be final and binding on the parties hereto. In connection with the said arbitration, the parties have agreed and declared as follows:-

- (i) The Tribunal shall have summary powers and will be entitled to lay down their own procedure.
- (ii) The Tribunal will be at liberty to give interim orders and/or directions.

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Assurances III Kolkata  
25 FEB 2019





(iii) The Tribunal shall be entitled to rely on oral submissions made by the parties and to pass awards and/or directions based on such oral submissions.

(iv) The Arbitration Tribunal will be at liberty to award compensation without being liable to assign any reason therefore and the parties have agreed not to challenge the authority of the Arbitration Tribunal in awarding such compensation.

(v) The venue of Arbitration shall be Kolkata and the language used shall be English.

49. **JURISDICTION:**

Only the Courts within District Burdwan, West Bengal having territorial jurisdiction over the Project and/or the Project Land shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto relating to or arising out of or under this agreement or connected therewith including the arbitration as provided hereinabove

50. The Developers shall register this development agreement at their own cost.

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**Additional Registrar of  
Assurances III, Kolkata**  
**25 FEB 2019**



51. **MISCELLANEOUS** - Any extra work other than standard specification described herein below shall be charged extra as decided by the Developer.

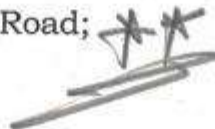
The Developer may give advertise/publish in any newspapers for selling of flat or flats to the intending purchasers and also can fix hoarding and/or sign board of the development at the said premises.

**FIRST SCHEDULE ABOVE REFERRED TO :**

**(DESCRIPTION OF THE PREMISES)**

**ALL THAT** piece or parcel of Bastu land measuring 23 Cottahs 5.5 Chittacks in R.S. Dag No. 362/9061, 362 and 362/1036 under R.S. Khatian No. 913 and others Khatian No. comprised in L.R. Dag No. 362/9061, 362 under L.R. Khatian No. 5406 situated at Bijoyram Katwa Road in Mouza Rayan appertaining to J.L. No. 68 under Rayan 1 No. Gram Panchayat at Bijoyram Katwa Road lying and situates at Mouza Rayan Police Station Burdwan in the District Burdwan, West Bengal which is butted and bounded:-

ON THE NORTH : By Partly Gram Samity Shop Centre;  
 ON THE EAST : By 6' wide passage;  
 ON THE SOUTH : By Huskin Mall of Asok Kumar Konar;  
 ON THE WEST : By Main Katwa Road;



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**25 FEB 2019**



**SECOND SCHEDULE ABOVE REFERRED TO**

**(OWNERS' ALLOCATION)**

"OWNERS' ALLOCATION" shall mean 25% of the total constructed area of the building (save and except of the Developers' Allocation) together with undivided proportionate share in the land and in common areas and facilities attached thereto.

Together with undivided impartible proportionate share in the land and in the common areas and amenities attached thereto to be completed in all respect in habitable condition as per specification given in the Third Schedule hereunder written.

**THIRD SCHEDULE ABOVE REFERRED TO**

**(DEVELOPERS' ALLOCATION)**

"DEVELOPERS' ALLOCATION" shall mean the remaining portion i.e. 75% of the total constructed area of the building (save and except of the Owners' Allocation) together with undivided proportionate share in the land and in common areas and facilities attached thereto together with undivided proportionate share in the land and in common areas and facilities attached thereto.

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**THE FOURTH SCHEDULE ABOVE REFERRED TO****(SPECIFICATIONS)****STRUCTURE :**

R.C.C. Structure of the said flat.

**W A L L :**

Outside wall 8" brick and outside work cement plastering. Inside wall 3"/5" brick and will be finished with plaster of Paris.

**FLOORING :**

Flooring of all bed rooms and Verandah will be of Vitrified Tiles and flooring of drawing/dinning space will be of Vitrified Tiles or Vitrified Tiles and 6" normal skirting.

**KITCHEN:**

Floor will be of Hard Tiles. Inside walls upto Lintel height with ceramic glazed tiles above the cooking table and the top of the cooking table will be of Granite alongwith stainless steel sink of standard size will be provided. One bib cock will be provided in sink.

**TOILET :**

Floors of the both toilets will be of floor tiles and wall of both toilets will be glazed ceramic tiles unto Lintel height. Both European type commodes with lowdown cisterns and showers and two taps in each

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Assurances III Kolkata**

**25 FEB 2019**





toilet and two wash basins in each flat will be provided. All sanitary fittings will be white. Both toilets will be hot and cold facilities.

**DOORS :**

All doors frame will be good quality wood and 1.5 inch thick flush doors will be provided complete with two coats of painting over a coat of primer and only main door will be solid Flush door with veneer and polish.

**WINDOWS :**

Aluminum framed with glass paneled windows and grill will be provided for all windows.

**DOOR & WINDOW FITTINGS :**

All doors and windows fittings will be of iron, one magic eye and one night latch will be provided for only the main entrance of the flat. Aluminum tower bolts will be provided for other doors.

**WALL & CEILING :**

Inside walls and ceiling will be plastered and finished with Plastered and finished with Plaster of Paris.

**WATER LINE :** All water lines will be surface, standard quality of G.I./PVC pipes and size will be provided standard quality sanitary fittings or standard sized will be provided.

**ELECTRICAL LINE :**

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**25 FEB 2019**



Only electric wiring and point (without fittings) will be provided, all electric lines with copper wire and will be concealed. Adequate numbers of switch on switch board will be provided.

**ROOFING :**

5" thick R.C.C. slab and standard quality of tiles on top and roof slab.

**SEWERAGE :**

All sewerage lines will be connected with the septic tank, surface drain system may be provided ( if necessary) connecting to the road side drain or all S/W and waste water will be connected to the direct municipal sewerage line.

**WATER ARRANGEMENT :**

Underground and overhead tanks will be provided for all along supply water one electric motor with pump will be provided for lifting of water from underground reservoir to overhead tank.

**EXTRA WORKS :**

Any extra work other than the standard specification shall be charged extra and such amount shall be deposited before the Execution of work.

**LIFT :**

4 Passengers lift of reputed company.

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A handwritten signature in black ink, consisting of a stylized, looped cursive mark.

Registrar of  
Assurances in Kolkata


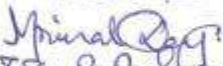
**25 FEB 2019**




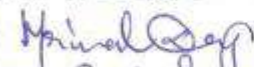


IN WITNESS WHEREOF the Parties herein set and subscribed their respective signature and seals the day, month and year first above written.

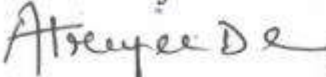
SIGNED, SEALED AND DELIVERED  
by the Owners above named at  
Kolkata in the presence of :

1.   
187, Kabi Kirandhan Road.  
P.O. - Bhadrakali, Dist. - Hooghly.  
PIN - 712232
2.   
178, B.B. Ganguly St.  
Kohata-12

SIGNED, SEALED AND DELIVERED  
by the Developers above named at  
Kolkata in the presence of :

1.   
187, Kabi Kirandhan Road  
P.O. - Bhadrakali, Dist. - Hooghly  
PIN - 712232
2.   
178, B.B. Ganguly St.  
Kohata-12

Drafted by :



(ATREYEE DE)

Advocate,

Enrolment No. F/1048/2005

High Court, Calcutta

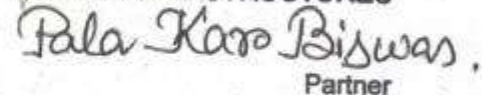
APARNA NIRMAN PVT. LTD.

  
Authorised Signatory

ACUBE INFRASTRUCTURES

  
Partner

ACUBE INFRASTRUCTURES

  
Partner



Additional Registrar of  
Assurances III Kolkata

**25 FEB 2019**



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

GRN: 19-201819-037047038-1 Payment Mode Online Payment  
GRN Date: 07/03/2019 14:03:49 Bank : State Bank of India  
BRN : IK00YRTAE5 BRN Date: 07/03/2019 14:04:27

DEPOSITOR'S DETAILS

Id No. : 19030000298371/9/2019  
[Query No./Query Year]

Name : S S Adhya  
Contact No. : Mobile No. : +91 9804182673  
E-mail :  
Address : 1012 S C Road How2  
Applicant Name : Mr Raju Sk  
Office Name :  
Office Address :  
Status of Depositor : Others  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 9

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19030000298371/9/2019	Property Registration- Stamp duty	0030-02-103-003-02	10000

Total

10000

In Words : Rupees Ten Thousand only



**Additional Registrar of Assurances-III**  
**Kolkata**



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

GRN: 19-201819-036015916-1      Payment Mode      Online Payment  
GRN Date: 23/02/2019 17:34:57      Bank :      State Bank of India  
BRN : IK00YGQRK9      BRN Date: 23/02/2019 17:35:37

**DEPOSITOR'S DETAILS**

Id No. : 19030000298371/6/2019  
[Query No./Query Year]

Name : S S Adhya  
Contact No. :      Mobile No. : +91 9804182673  
E-mail :  
Address : 1012 S C ROAD HOW2  
Applicant Name : Mr Raju Sk  
Office Name :  
Office Address :  
Status of Depositor : Others  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 6

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19030000298371/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	9920
2	19030000298371/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	101

**Total**      10021

In Words :      Rupees Ten Thousand Twenty One only

  
Additional Registrar of  
Assurances III Kolkata  
**25 FEB 2019**



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

आयकर सेवा कार्ड  
Permanent Account Number Card  
BKZPC9789C

नाम/Name  
CHAITALI CHAKRABORTY

पिता का नाम / Father's Name  
SAMBHUNATH BANERJEE

जन्म की तारीख / Date of Birth  
20/04/1964

*Chy*  
हस्ताक्षर / Signature



*Chy*

*In case this card is lost / found, kindly inform / return to:*  
Income Tax PAN Services Unit, UTTISL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड के खोने/पान पर कृपया सूचित करें/लौटाने।  
आयकर पैन सेवा यूनिट, UTTISL,  
प्लॉट नं: 3, सेक्टर 11, सीडी बी बेलपुर,  
नवी मुंबई-400 614.

*Chy*

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card  
**BKZPC9789C**



नाम / Name  
**CHAITALI CHAKRABORTY**

पिता का नाम / Father's Name  
**SAMBHUNATH BANERJEE**

जन्म की तारीख / Date of Birth  
**20/04/1964**



छाया / Signature



*Chaitali*

*In case this card is lost / found, kindly inform / return to:*  
Income Tax PAN Services Unit, UTTT/SL,  
Plot No. X, Sector 11, CBD Belapur,  
Navi Mumbai - 400 611.

इस कार्ड के खाने/पाने या कृपया सूचित करें/सीटारें।  
आयकर पैन सेवा यूनिट, UTTT/SL,  
प्लॉट नं: ३, सेक्टर ११, सीडीबी बेलपुर,  
नवी मुंबई-४०० ६११.

*Chaitali*





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকার

ভারত সরকার

Unique Identification Authority of India  
Government of India

অনুকরণের আইডি / Enrollment No. : 1040/19966/01200

To  
CHAITALI CHAKRABORTY  
চৈতালী চক্রবর্তী  
85/B  
ANANDA PALIT ROAD  
Intally S.O  
Intally Kolkata  
West Bengal - 700014  
9051432387

*Caly*



KL186999805DF  
18699980



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**5660 7283 7748**

আধার - সাধারণ মানুষের অধিকার



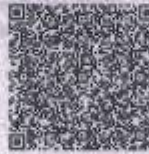
ভারত সরকার  
GOVERNMENT OF INDIA



চৈতালী চক্রবর্তী  
CHAITALI CHAKRABORTY  
পিতা: সম্বনথ বন্দ্যোপাধ্যায়  
Father: SAMBHUNATH BANERJEE

জন্ম/Year of Birth: 1964  
লিঙ্গ: Female

**5660 7283 7748**



আধার - সাধারণ মানুষের অধিকার

*Caly*





তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা প্রাপ্ত করুন।

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- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
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UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা: ৯৫/বি, আনন্দ পলিত রোড  
ইটালী, কোলকাতা, পশ্চিমবঙ্গ, ৭০০০১৪

Address: 95/B, ANANDA  
PALIT ROAD, Itally S.O.  
Itally, Kolkata, West Bengal,  
700014



1947  
1800 180 1947



help@uidai.gov.in



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P.O. Box No.1947  
Bengaluru-560 001



स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
ACXPB5071H

नाम / NAME  
ANJAN KUMAR BANDYOPADHYAY

पिता का नाम / FATHER'S NAME  
AMAL KUMAR BANDYOPADHYAY

जन्म तिथि / DATE OF BIRTH  
10-12-1958

हस्ताक्षर / SIGNATURE  
*Anjan K. Bandyopadhyay*

अधिकारी का नाम / पं. नं. - II  
COMMISSIONER OF INCOME TAX W.B. - II

*Anjan Kumar Bandyopadhyay*  
*Anjan Kumar Bandyopadhyay*

इस कार्ड के खो / गिर जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें।  
सहायक आयकर आयुक्त,  
पी. 7,  
धीरेंद्र चौक,  
कलकत्ता - 700 069.

In case this card is lost/bound, kindly inform/return to the issuing authority :  
Assistant Commissioner of Income-tax,  
P-7,  
Chowringhee Square,  
Calcutta- 700 069.

*Anjan Kumar Bandyopadhyay*  
*Anjan Kumar Bandyopadhyay*



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India  
Government of India



তালিকাভুক্তির নম্বর/Enrolment No.: 1111/96633/04067

Anjan Kumar Bandyopadhyay (অঞ্জন কুমার বন্দ্যোপাধ্যায়)

S/O: Amal Kumar Bandyopadhyay, N-302, BINAYAK ENCLAVE, 59, KALICHARAN GHOSH ROAD, Baranagar (m), North 24 Parganas, West Bengal - 700050

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন
- এটা এক ইলেক্ট্রনিক প্রক্রিয়ায় তৈরী পত্র

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আপনার আধার সংখ্যা/Your Aadhaar No.:

**6888 1731 1677**



Signature Not Verified  
Digitally signed by UID AUTHORITY OF INDIA 01  
Date: 2017.01.17 21:00:15T

আমার আধার, আমার পরিচয়



1947



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- আধার সারা দেশে মান্য
- আধার আধারের জন্য আপনার একবারই তালিকাভুক্তি করার আবশ্যিকতা আছে।
- অনুগ্রহ করে আপনার বর্তমান মোবাইল নম্বর এবং ই-মেইল ঠিকানা পঞ্জীকৃত করুন। এতে ভবিষ্যতে আপনার বিভিন্ন সুবিধা পাওয়া সহজ হবে।

- Aadhaar is valid throughout the country.
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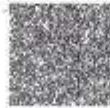


भारत सरकार

GOVERNMENT OF INDIA



অঞ্জন কুমার বন্দ্যোপাধ্যায়  
Anjan Kumar Bandyopadhyay  
জন্মতারিখ/ DOB: 10/12/1958  
পুরুষ / MALE



**6888 1731 1677**

আমার আধার, আমার পরিচয়



भारतीय विशिष्ट पहचान प्राधिकरण

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:

এস/ও: অমল কুমার  
বন্দ্যোপাধ্যায়, এন-302,  
বিনায়ক এনক্লেভ, 59,  
কালীচরন ঘোষ রোড, বরানগর  
(এম), উত্তর ২৪ পরগনা,  
পশ্চিম বঙ্গ - 700050

Address:

S/O: Amal Kumar Bandyopadhyay,  
N-302, BINAYAK ENCLAVE, 59,  
KALICHARAN GHOSH ROAD,  
Baranagar (m), North 24  
Parganas,  
West Bengal - 700050

**6888 1731 1677**

MEERA AADHAAR, MERI PEHACHAN

Anjan Kumar Bandyopadhyay



29532

आयकर विभाग  
INCOME TAX DEPARTMENT  
PALA KAR BISWAS  
BIRENDRA NATH KAR  
09/04/1990  
Permanent Account Number  
BTMPB9610H  
Pala Kar Biswas  
Signature

भारत सरकार  
GOVT. OF INDIA





29/07/2013

Pala Kar Biswas.

यदि कार्ड खो जाये / यदि किसी का कार्ड मिले / यदि  
आयकर पैन सेवा इकाई, एनएसडी, 5वीं मंजिल,  
मन्त्री स्टार्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,  
मॉडल कॉलोनी, नज़्द देव बंगला चौक के पास  
पुणे - 411 016.

If this card is lost / someone's lost card is found,  
please inform / return to:  
Income Tax PAN Services Unit, NSDL,  
5th floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bunglow Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: tininfo@nsdl.co.in

Pala Kar Biswas.



Government of India



AADHAAR

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

Enrolment No.: 0000/00470/47370

To

Pala Kar Biswas

W/O Anirban Biswas

33/1/14

Khudiram Bose Sarani

Dumdum

East Mall Club

Dumdum (m)

Mall Road

North 24 Parganas West Bengal - 700080

9830214303

Download Date: 28/10/2017

Generation Date: 13/10/2017

Signature valid



आपका आधार क्रमांक / Your Aadhaar No. :

4397 0681 3894

मेरा आधार, मेरी पहचान



भारत सरकार

Government of India



Pala Kar Biswas

Date of Birth/DOB: 09/04/1990

Female/ FEMALE



4397 0681 3894

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण

Unique Identification Authority of India

Address:

W/O Anirban Biswas, 33/1/14,

Khudiram Bose Sarani, East Mall

Club, Dumdum, Dumdum (m), North

24 Parganas,

West Bengal - 700080

4397 0681 3894



www.aadhaar.gov.in

www.uidai.gov.in

Pala Kar Biswas

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

ABNFA5714F

नाम/ Name  
ACUBE INFRASTRUCTURES



निगम/पंजन की तारीख  
Date of Incorporation / Formation  
26/10/2016

14122016

*Arbansh Singh*

*Pala Kar Biswas*

यदि कार्ड के खोने/पाने पर कृपया सूचित करें/सौंपें :

आयकर सेवा इकाई, एन एस डी एल  
चौथी मंजिल, मन्त्री स्टर्लिंग,  
प्लॉट नं. 341, सर्वे नं. 997/8,  
मॉडल कॉलोनी, डीप बंगला चौक के पास,  
पुणे - 411 016.



*If this card is lost / someone's lost card is found,  
please inform / return to :*

Income Tax PAN Services Unit, NSDL  
4th Floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: [unit03@nsdl.co.in](mailto:unit03@nsdl.co.in)



Serial No-  
I-0823719

  
**ELECTION COMMISSION OF INDIA**  
ভারতের নির্বাচন কমিশন

**IDENTITY CARD** DDZ2510584  
পরিচয় পত্র

Elector's Name	Raju Ray
নির্বাচকের নাম	রাজু রায়
Father's Name	Dilip Ray
পিতার নাম	দিলীপ রায়
Sex	M
লিঙ্গ	পুরুষ
Age as on 1.1.2003	19
১.১.২০০৩-এ বয়স	১৯

RajmRay



Handwritten notes in the top right corner, including "01/2003" and other illegible scribbles.

Address:  
Babla Road, Shantipur Nadia, 741404

ঠিকানা :  
বাবলা রোড (সমস্ত বাড়ী) শান্তিপুর নদীয়া ৭৪১৪০৪



Facsimile Signature  
Electoral Registration Officer  
নির্দেয়ক নি. মন. প্রাধিকারিক

Assembly Constituency: 76-Shantipur

বিধানসভা নির্দেয়ক কোড : ৭৬-শান্তিপুর

District: Nadia (নদীয়া জেলা)

Date: 04.07.2003 (তারিখ: ০৪.০৭.২০০৩)

Handwritten signature in red ink at the bottom of the page.



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name CHAITALI CHAKRABORTY  
 Signature Chaitali Chakraborty

APARNA NIRMAN PVT. LTD.  
  
 Authorized Signatory

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name ANJALI KUMAR BANDYOPADHYAY  
 Signature Anjali Bandyopadhyay

ACUBE INFRASTRUCTURES  
  
 Partner

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name PALA KAR BISWAS  
 Signature Pala Kar Biswas

ACUBE INFRASTRUCTURES  
  
 Partner

ALUBE INFRASTRUCTURES



of  
Kolkata

25 FEB 2019





Dated this <sup>st</sup> day of, .....2019

Between

M/S. APARNA NIRMAN PVT. LTD.

Represented by

SMT. CHAITALI CHAKRABORTY

AUTHORIZED SIGNATORY

And

M/S. ACUBE INFRASTRUCTURES

PARTNERS

1. SRI ANJAN KUMAR BANDOPADHYAY .

2. PALA KAR BISWAS

DEVELOPERS



## Major Information of the Deed

Deed No :	I-1903-00823/2019	Date of Registration	08/03/2019
Query No / Year	1903-0000298371/2019	Office where deed is registered	
Query Date	20/02/2019 3:52:07 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Raju Sk S C Court,Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 9831707837, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,31,94,686/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks			

### Land Details :

District: Burdwan, P.S:- Barddhaman, Gram Panchayat: RAYAN-I, Mouza: Rayan Pin Code : 713101

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-362/9061	RS-913	Bastu	Bastu	23 Katha 5.5 Chatak	1/-	1,09,44,686/-	Property is on Road Adjacent to Metal Road,
<b>Grand Total :</b>					<b>38.5172Dec</b>	<b>1 /-</b>	<b>109,44,686 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	1/-	22,50,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>3000 sq ft</b>	<b>1 /-</b>	<b>22,50,000 /-</b>	

### Land Lord Details :





















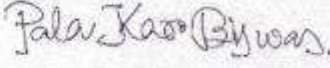


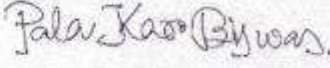


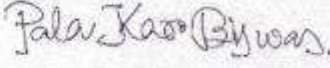
SI No	Name,Address,Photo,Finger print and Signature
1	<b>Aparna Nirman Private Limited</b> 170/A, A. J. C. Bose Road, P.O:- Beniapukur, P.S:- Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN - 700014 , PAN No.:: AAJCA8758R, Status :Organization, Executed by: Representative, Executed by: Representative



**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Acube Infrastructures</b> 88/1 D D C Road, P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030 , PAN No.:: ABNFA5714F, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Smt Chaitali Chakraborty</b>                      Wife of Shri Sarit Chakraborty                      Date of Execution - 25/02/2019, , Admitted by: Self, Date of Admission: 25/02/2019, Place of Admission of Execution: Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Feb 25 2019 2:23PM</td> <td>LTI 25/02/2019</td> <td>25/02/2019</td> <td></td> </tr> </tbody> </table> <p>95B, Ananda Palit Road, P.O:- Entally, P.S:- Entaly, District:-South 24-Parganas, West Bengal, India, PIN - 700014, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BKZPC9789C Status : Representative, Representative of : Aparna Nirman Private Limited (as Authorized signatory)</p>	Name	Photo	Finger Print	Signature	<b>Smt Chaitali Chakraborty</b> Wife of Shri Sarit Chakraborty Date of Execution - 25/02/2019, , Admitted by: Self, Date of Admission: 25/02/2019, Place of Admission of Execution: Office				Feb 25 2019 2:23PM	LTI 25/02/2019	25/02/2019	
Name	Photo	Finger Print	Signature										
<b>Smt Chaitali Chakraborty</b> Wife of Shri Sarit Chakraborty Date of Execution - 25/02/2019, , Admitted by: Self, Date of Admission: 25/02/2019, Place of Admission of Execution: Office													
Feb 25 2019 2:23PM	LTI 25/02/2019	25/02/2019											
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri Anjan Kumar Bandyopadhyay (Presentant )</b>                      Son of Amal Kumar Bandyopadhyay                      Date of Execution - 25/02/2019, , Admitted by: Self, Date of Admission: 25/02/2019, Place of Admission of Execution: Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Feb 25 2019 2:22PM</td> <td>LTI 25/02/2019</td> <td>25/02/2019</td> <td></td> </tr> </tbody> </table> <p>59 Kalicharan Ghosh Lane, P.O:- Sinthi, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACXPB5071H Status : Representative, Representative of : Acube Infrastructures (as Partner)</p>	Name	Photo	Finger Print	Signature	<b>Shri Anjan Kumar Bandyopadhyay (Presentant )</b> Son of Amal Kumar Bandyopadhyay Date of Execution - 25/02/2019, , Admitted by: Self, Date of Admission: 25/02/2019, Place of Admission of Execution: Office				Feb 25 2019 2:22PM	LTI 25/02/2019	25/02/2019	
Name	Photo	Finger Print	Signature										
<b>Shri Anjan Kumar Bandyopadhyay (Presentant )</b> Son of Amal Kumar Bandyopadhyay Date of Execution - 25/02/2019, , Admitted by: Self, Date of Admission: 25/02/2019, Place of Admission of Execution: Office													
Feb 25 2019 2:22PM	LTI 25/02/2019	25/02/2019											
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Smt Pala Kar Biswas</b>                      Daugther of Shri Birendra Nath Kar                      Date of Execution - 25/02/2019, , Admitted by: Self, Date of Admission: 25/02/2019, Place of Admission of Execution: Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Feb 25 2019 2:24PM</td> <td>LTI 25/02/2019</td> <td>25/02/2019</td> <td></td> </tr> </tbody> </table> <p>22Umesh Mukherjee Road, P.O:- Belghoria, P.S:- Belghoria, District:-North 24-Parganas, West Bengal, India, PIN - 700056, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BTMPB9610H Status : Representative, Representative of : Acube Infrastructures (as Partner)</p>	Name	Photo	Finger Print	Signature	<b>Smt Pala Kar Biswas</b> Daugther of Shri Birendra Nath Kar Date of Execution - 25/02/2019, , Admitted by: Self, Date of Admission: 25/02/2019, Place of Admission of Execution: Office				Feb 25 2019 2:24PM	LTI 25/02/2019	25/02/2019	
Name	Photo	Finger Print	Signature										
<b>Smt Pala Kar Biswas</b> Daugther of Shri Birendra Nath Kar Date of Execution - 25/02/2019, , Admitted by: Self, Date of Admission: 25/02/2019, Place of Admission of Execution: Office													
Feb 25 2019 2:24PM	LTI 25/02/2019	25/02/2019											

Major Information of the Deed :- I-1903-00823/2019-08/03/2019



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Raju Roy</b> Son of Mr D Roy S C Court, P.O:- Entally, P.S:- Entaly, District:-South 24-Parganas, West Bengal, India, PIN - 700014			
	25/02/2019	25/02/2019	25/02/2019
Identifier Of Smt Chaitali Chakraborty, Shri Anjan Kumar Bandyopadhyay, Smt Pala Kar Biswas			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Aparna Nirman Private Limited	Acube Infrastructures-38.5172 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	Aparna Nirman Private Limited	Acube Infrastructures-3000.00000000 Sq Ft

**Endorsement For Deed Number : I - 190300823 / 2019**

On 21-02-2019

**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 1,31,94,686/-



**Probir Kumar Golder**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**

On 25-02-2019

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

Presented for registration at 14:14 hrs on 25-02-2019, at the Office of the A.R.A. - III KOLKATA by Shri Anjan Kumar Bandyopadhyay ..

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

Execution is admitted on 25-02-2019 by Smt Chaitali Chakraborty, Authorized signatory, Aparna Nirman Private Limited (Private Limited Company), 170/A, A. J. C. Bose Road, P.O:- Beniapur, P.S:- Beniapur, District:-South 24-Parganas, West Bengal, India, PIN - 700014

Indetified by Mr Raju Roy, , Son of Mr D Roy, S C Court, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Others

Execution is admitted on 25-02-2019 by Shri Anjan Kumar Bandyopadhyay, Partner, Acube Infrastructures (Partnership Firm), 88/1 D D C Road, P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030

Major Information of the Deed :- I-1903-00823/2019-08/03/2019



Identified by Mr Raju Roy, , Son of Mr D Roy, S C Court, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Others

Execution is admitted on 25-02-2019 by Smt Pala Kar Biswas, Partner, Acube Infrastructures (Partnership Firm), 88/1 D D C Road, P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700030

Identified by Mr Raju Roy, , Son of Mr D Roy, S C Court, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Others

#### Payment of Fees

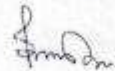
Certified that required Registration Fees payable for this document is Rs 101/- ( E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/02/2019 5:35PM with Govt. Ref. No: 192018190360159161 on 23-02-2019, Amount Rs: 101/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00YGQRK9 on 23-02-2019, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by by online = Rs 9,920/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/02/2019 5:35PM with Govt. Ref. No: 192018190360159161 on 23-02-2019, Amount Rs: 9,920/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00YGQRK9 on 23-02-2019, Head of Account 0030-02-103-003-02



Probir Kumar Golder  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
Kolkata, West Bengal

On 08-03-2019

#### 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 101/- ( E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 0/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/03/2019 2:04PM with Govt. Ref. No: 192018190370470381 on 07-03-2019, Amount Rs: 0/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00YRTAE5 on 07-03-2019, Head of Account

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 10,000/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 1457, Amount: Rs.100/-, Date of Purchase: 11/02/2019, Vendor name: Pallabi Kundu

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/03/2019 2:04PM with Govt. Ref. No: 192018190370470381 on 07-03-2019, Amount Rs: 10,000/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00YRTAE5 on 07-03-2019, Head of Account 0030-02-103-003-02



Probir Kumar Golder  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
Kolkata, West Bengal

Major Information of the Deed :- I-1903-00823/2019-08/03/2019



Major Information of the Deed :- I-1903-00823/2019-08/03/2019

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2019, Page from 46555 to 46632

being No 190300823 for the year 2019.



Digitally signed by PROBIRKUMAR  
GOLDER  
Date: 2019.03.28 14:25:12 +05:30  
Reason: Digital Signing of Deed.

*Probir Kumar Golder*

(Probir Kumar Golder) 3/28/2019 2:24:08 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)

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