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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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 admitted to registration. The
 signature sheet / sheets & the
 address sheet / sheets
 attached with the document
 in the ...

Additional District Sub-Registrar
 Bodepur, North 24 Parganas
 20 JAN 2021

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this the ...th
 day of January, 2021 (Two Thousand and Twenty One) as
 per CHRISTIAN ERA.

Contd...2

At ...

ANNAPURNA NIRMALAN
Asim Bose Roy
 Partner

Q - 2 - 123407/21

Contract Sale

Agg Kumar Bose @ Bose
 Manoj Kumar Bose @ Bose

(2)

BETWEEN

1. SRI AJOY KUMAR BOSE @ BASU, Son of Late Purna Chandra Bose, by Nationality-Indian, by religion-Hindu, by occupation -Service, residing at: Bosepara, Khardah, P.O. & P.S. Khardah, Dist. North 24 Parganas, Kolkata-700117, **PAN No.: ACZPB6352K**.

2. SRI TANMOY KUMAR BOSE @ BASU, Son of Late Purna Chandra Bose, by Nationality-Indian, by religion-Hindu, by occupation -Service, residing at: Bosepara, Khardah, P.O. & P.S. Khardah, Dist. North 24 Parganas, Kolkata-700117, **PAN No.: BBJPB7746P** hereinafter Jointly called and referred to as the "**LAND OWNERS**" (which expression shall unless excluded by repugnant to the subject or context be deemed to mean and include their respective legal heirs, executors, administrators, successors, office-in-interest and/or assigns etc.) of the **FIRST PART**.

AND

"M/S. ANNAPURNA NIRMAN" (PAN no. **AAZFA0012H**), a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No. : L-79151/2014 having its registered office at 13/12/A/44 Shreyasi Apartment, 1st Floor, P.O. & P.S. Khardah, Kolkata 700117, District North 24 Parganas, hereby represented by its partners namely,

(1) SRI ASIM BOSE ROY, Son of Sri Satya Ranjan Bose Roy, by Nationality-Indian, by religion-Hindu, by occupation - Business, residing at - 3 no. Mahajati Nagar, P.O.-Agarpara, P.S.- Khardah, Dist.- North 24 Parganas, Kolkata - 700109,
(2) SRI ANINDYA DAS, Son of Sri Dilip Kumar Das, by Nationality - Indian, by religion - Hindu, by occupation - Business, residing at - Gaipur, Natun Para, P.O. Gobordanga, P.S. Habra, Dist. North 24 Parganas, PIN : 743252,

Ajoy Kumar Bose @ Basu
Tanmoy Kumar Bose @ Basu

ANNAPURNA NIRMAN

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Asim Bose Roy
Partner

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(3) **SRI KINGSHUK DAS**, Son of Sri Kanti Ranjan Das, by Nationality - Indian, by religion - Hindu, by occupation - Business, residing at - 1 No. Surya Sen Nagar, P.O. & P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700117, hereinafter called and referred to as the **PROMOTER/DEVELOPER/CONFIRMING PARTY** (Which terms or expression shall unless excluded by or repugnant to the subject of contest be deemed to mean and include its executors, administrators, legal representatives, successors, successors in office, successors in interest and assignees) of the **SECOND PART**.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. Subject Matter of Development:

1.1. Development Project & Appurtenances:

1.2. Project Property : **ALL THAT** piece and parcel of land measuring an area of **22Cottahs**, be the same a little more or less which is specifically mentioned in the **FIRST SCHEDULE** here-in-after out of the total land measuring an area 34cottahs 1chittak 22sq.ft., lying and situated at **Mouza-Khardah**, J.L. No. 2, Re. Su. no. 18, Touzi No. 149, comprised and contained in R.S. Dag Nos. 2367 & 2368, corresponding to **L.R. Dag No. 4343 & 4344**, under R.S. Khatian No. 272, corresponding to L.R. Khatian No. 7169 in the name of Ajoy Kumar Bose @ Basu and L.R. Khatian No. 7179 in the name of Tanmoy Kumar Bose @ Basu, P.S. Khardah, A.D.S.R.O. Sodepur, District North 24 Parganas, within the local limits of the Khardah Municipality, bearing Holding No. 235/107, Bosepara Road, under Ward No. 14, standing in the name of the Owners no. 1 & 2.

2. Background, Representations, Warranties and Covenants:



Alokendu Bandyopadhyay

20/05/20

ANNAPURNA NIRMAN

Partner

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Ajoy Kumar Bose @ Basu
Tanmoy Kumar Bose @ Basu

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2.1. Representations and Warranties Regarding Title: The Land Owners have made the following representation and given the following warranty to the Developer regarding title.

2.2. Absolute Ownership of Land Owners:

WHEREAS Originally one Manmatha Nath Basu @ Bose (Son of Late Apurba Krishna Basu) was the lawful and absolute sole owner of a piece and parcel of land measuring an area (64.13 decimal in R.S. Dag No. 2368 + 7.81 decimal in R.S. Dag no. 2367) total 71.94 Decimal of land lying and situates within Mouza-Khardah, J.L. No. 2, Re. Su. 18, Touzi No. 149, comprised and contained in R.S. Dag No. 2368 & 2367, under R.S. Khatian No. 272, P.S Khardah, Dist. North 24 Parganas, the then A.D.S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur by virtue of R.S. Record of Right, B.L. & L.R.O. BKP-II, and enjoying the same without any interruption of others.

AND WHEREAS while have been enjoying the same said Manmatha Nath Basu @ Bose died intestate on 17.09.1961 and subsequently his wife namely Sarala Bala Bose died on 26.08.1973 leaving behind their three sons namely Sri Purna Chandra Bose @ Basu, Sri Bijoy Kumar Bose @ Basu, Sri Balaram Bose & two unmarried daughters namely Gita Rani Bose and Ashoka Bose as their legal heirs and successors and they inherited the said land as undivided 1/5th share of the total landed property as per the law of Hindu Succession Act, 1956.

AND WHEREAS thus in the manner aforesaid **Sri Purna Chandra Bose @ Basu** has become the lawful owner of (land area undivided 12.83 decimal equivalent to 7cottahs 12chittaks 10sq.ft. in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 AND land area undivided 1.56 decimal

Ajoy Kumar Bose @ Basu
Geenury Kumar Bose @ Basu

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equivalent to 15chittaks 5sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343), **Sri Bijoy Kumar Bose @ Basu** has become the lawful owner of (land area undivided 12.83 decimal equivalent to 7cottahs 12chittaks 10sq.ft. in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 AND land area undivided 1.56 decimal equivalent to 15chittaks 5sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343), **Sri Balaram Bose** has become the lawful owner of (land area undivided 12.83 decimal equivalent to 7cottahs 12chittaks 10sq.ft. in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 AND land area undivided 1.56 decimal equivalent to 15chittaks 5sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343), **Gita Rani Bose** has become the lawful owner of (land area undivided 12.83 decimal equivalent to 7cottahs 12chittaks 10sq.ft. in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 AND land area undivided 1.56 decimal equivalent to 15chittaks 5sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343) and **Ashoka Bose** has become the lawful owner of (land area undivided 12.83 decimal equivalent to 7cottahs 12chittaks 10sq.ft. in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 AND land area undivided 1.56 decimal equivalent to 15chittaks 5sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343) and they conjointly enjoying the same without any interruption of others.

AND WHEREAS while have been enjoying the same said Bijoy Kumar Basu and Balaram Basu jointly gifted undivided 2cottahs 10chittaks 30sq.ft. of land from R.S. Dag No. 2368, Corresponding to L.R. Dag No.- 4344 to their full blooded brother namely Purnā Chandra Basu by executing a Bengali



Anshu Bandyopadhyay

Witness

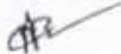
Contd...6

Ajoy Kumar Bose @ Basu
Manoj Kumar Bose @ Basu

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Deed of Gift, being no. 5140, which was Executed on 30.08.1999 and Registered on 09.09.1999 at the Office of A.D.S.R. Barrackpore, Dist. North 24 Parganas and the same was recorded in Book no. I, Vol. No. 126, noted within the pages from 213 to 220, being no. 5140, for the year 1999. Thus in the manner aforesaid Sri Purna Chandra Bose @ Basu became the owner of Undivided 10cottahs 6chittaks 40Sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 AND 15chittaks 5sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 AND said Bijoy Kumar Basu became the owner of his rest 6cottahs 6chittaks 40sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and 15chittaks 5sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 AND said Balaram Basu became the owner of his rest 6cottahs 6chittaks 40sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and 15chittaks 5sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343.

AND WHEREAS as per the forgoing events said Purna Chandra Bose @ Basu became the owner of Undivided 10cottahs 6chittaks 40Sq.ft. in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 AND 15chittaks 5sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 while have been enjoying the same he make a gift of 4cottahs of land from his 10cottahs 6chittaks 40Sq.ft. in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 to his Son namely Ajoy Kumar Bose @ Basu by executing a Bengali Deed of Gift being no. 5141 which was Executed on 30.08.1999 and Registered on 10.09.1999 at the Office of A.D.S.R. Barrackpore, Dist. North 24 Parganas and the same was recorded in Book no. I, Vol. No. 126, noted within the pages from 221 to 230, being no. 5141 for the year 1999.



Atokendu Bandyopadhyay

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Ajoy Kumar Bose @ Basu
Bijoy Kumar Bose @ Basu

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AND WHEREAS while have been enjoying the rest landed property, the said Purna Chandra Bose @ Basu died intestate on 03.01.2000 leaving behind him his two sons namely Sri Ajoy Kumar Bose @ Basu & Sri Tanmoy Kumar Bose @ Basu as his surviving legal heirs and successors and they jointly inherited the said landed property as undivided 1/2 share in each part from their father deceased Purna Chandra Bose @ Basu as per the law of Hindu Succession Act, 1956.

Be it mentioned here that the wife of Purna Chandra Bose @ Basu namely Bani Bose was predeceased of her husband and she died on 09.02.1996.

AND WHEREAS while have been enjoying the landed property of Gita Rani Bose i.e. undivided 7cottahs 12chittaks 10sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 15chittaks 5sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 she died on 24.03.2003 as unmarried. Thus the landed property as left by deceased Gita Rani Bose was inherited by her two brothers namely Bijoy Kumar Basu, Balaram Basu one sister namely Ashoka Bose and two nephews (brother's son) namely Ajoy Kumar Bose @ Basu & Sri Tanmoy Kumar Bose @ Basu and they jointly inherited the said landed property left by deceased Gita Rani Bose as per the law of Hindu Succession Act, 1956.

AND WHEREAS while have been enjoying the landed property of Ashoka Bose i.e. undivided 7cottahs 12chittaks 10sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 15chittaks 5sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 she died on 14.06.2007 as unmarried. Thus the landed property as left by deceased Ashoka Bose was inherited by her two brothers

Ajoy Kumar Bose @ Basu
Tanmoy Kumar Bose @ Basu

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namely Bijoy Kumar Basu and Balaram Basu and two nephews (brother's son) namely Ajoy Kumar Bose @ Basu & Sri Tanmoy Kumar Bose @ Basu and they jointly inherited the said landed property left by deceased Ashoka Bose as per the law of Hindu Succession Act, 1956.

AND WHEREAS in the foregoing events and description **Bijoy Kumar Basu** has become the lawful owner of undivided 11cottahs 9chittaks 31sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 1cottah 9chittaks 9sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 AND **Balaram Basu** has become the lawful owner of undivided 11cottahs 9chittaks 31sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 1cottah 9chittaks 9sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 AND **Ajoy Kumar Bose @ Basu** has become the lawful owner of undivided 9cottahs 12chittaks 39sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 12chittaks 26sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 AND **Tanmoy Kumar Bose @ Basu** has become the lawful owner of undivided 5cottahs 12chittaks 39sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 12chittaks 26sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343.

AND WHEREAS thereafter said Bijoy Kumar Basu, Balaram Basu, Ajoy Kumar Bose @ Basu & Tanmoy Kumar Bose @ Basu jointly sold out undivided 1cottah 8chittaks of land (from R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344) to Sri Jyotirmoy Basu & Smt. Mita Basu by executing

Ajoy Kumar Bose @ Basu
Tanmoy Kumar Bose @ Basu

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a Bengali Deed of Sale, being no. 00934, which was Executed and Registered on 09.02.2009 at the Office of A.D.S.R. Barrackpore, Dist. North 24 Parganas and the same was recorded in Book no. I, C.D. Vol. No. 4, noted within the pages from 103 to 115, being no. 00934, for the year 2009.

AND WHEREAS further said Bijoy Kumar Basu, Balaram Basu, Ajoy Kumar Bose @ Basu & Tanmoy Kumar Bose @ Basu jointly sold out undivided 2cottah 4sq.ft. of land from R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 to Sri Shyama Prasad Chanda & Smt. Ananya Chanda by executing a Bengali Deed of Sale, being no. 04931, which was Executed and Registered on 26.05.2009 at the Office of A.D.S.R. Barrackpore, Dist. North 24 Parganas and the same was recorded in Book no. I, C.D. Vol. No. 17, noted within the pages from 900 to 914, being no. 04931, for the year 2009.

AND WHEREAS after selling the aforesaid two plots of land the Bijoy Kumar Basu became the lawful owner of undivided 10cottahs 11chittaks 30sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 1cottah 9chittaks 9sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 AND Balaram Basu became the lawful owner of undivided 10cottahs 11chittaks 30sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 1cottah 9chittaks 9sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 AND Ajoy Kumar Bose @ Basu became the lawful owner of undivided 8cottahs 14chittaks 38sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 12chittaks 26sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 AND Tanmoy Kumar Bose @ Basu became the

Ajoy Kumar Bose @ Basu
Tanmoy Kumar Bose @ Basu

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lawful owner of undivided 4cottahs 14chittaks 38sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 12chittaks 26sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343.

AND WHEREAS while have been enjoying the above mentioned landed property i.e. undivided 10cottahs 11chittaks 30sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 1cottah 9Chittaks 9Sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 said Bijoy Kumar Basu died on 20.10.2012 as unmarried leaving behind him his one full blooded brother namely Balaram Basu and two nephews (brother's son) namely Ajoy Kumar Bose @ Basu & Sri Tanmoy Kumar Bose @ Basu and they jointly inherited the said landed property left by deceased Bijoy Kumar Basu as per the law of Hindu Succession Act, 1956 and after the demise of Bijoy Kumar Basu the said Balaram Basu had become the lawful owner of undivided 16cottahs 1chittaks 23sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 2cottahs 5chittaks 36sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 AND Ajoy Kumar Bose @ Basu became the lawful owner of undivided 11cottahs 9chittaks 34sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 1cottah 2chittaks 40sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 AND Tanmoy Kumar Bose @ Basu became the lawful owner of undivided 7cottahs 9chittaks 34sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 1cottah 2chittaks 40sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343.

Ajoy Kumar Bose @ Basu.
Tanmoy Kumar Bose @ Basu

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AND WHEREAS while have been enjoying the landed property of Balaram Basu i.e. undivided 16cottahs 1chittaks 23sq.ft. of land in R.S. Dag No. 2368, corresponding to L.R. Dag No. 4344 and undivided 2cottahs 5chittaks 36sq.ft. in R.S. Dag No. 2367, corresponding to L.R. Dag No. 4343 said Balaram Basu died on 31.03.2013 as unmarried leaving behind him his two nephews (brother's son) namely Ajoy Kumar Bose @ Basu & Sri Tanmoy Kumar Bose @ Basu and they jointly inherited the said landed property left by deceased Balaram Basu as per the law of Hindu Succession Act, 1956 and after the demise of Balaram Basu finally said Ajoy Kumar Bose @ Basu (the Owner No. 1 hereof) became the lawful owner of undivided **19cottahs 10chittaks 23sq.ft.** of land in R.S. Dag No. 2368, corresponding to **L.R. Dag No. 4344** and undivided **2cottahs 5chittaks 36sq.ft.** in R.S. Dag No. 2367, corresponding to **L.R. Dag No. 4343, under L.R. Khatian No. 7169** out of which the Owner no. 1 Ajoy Kumar Bose @ Basu retained 4Cottahs of land in L.R. Dag No. 4344 for his personal use and occupation by obtaining seperate holding from the Khardah Municipality and enjoying the rest landed property in L.R. Dag No. 4344 i.e. **undivided 15Cottahs 10Chittaks 23sq.ft.** of land and undivided **2cottahs 5chittaks 36sq.ft. of land** in **L.R. Dag No. 4343 under L.R. Khatian No. 7179** as ezmal with his full blooded brother AND Tanmoy Kumar Bose @ Basu (the Owner No. 2 hereof) became the lawful owner of undivided **15Cottahs 10Chittaks 23sq.ft.** of land in R.S. Dag No. 2368, corresponding to **L.R. Dag No. 4344** and undivided **2cottahs 5chittaks 36sq.ft.** in R.S. Dag No. 2367, corresponding to **L.R. Dag No. 4343.**

Ajoy Kumar Bose @ Basu
Tanmoy Kumar Bose @ Basu

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AND WHEREAS in the manner aforesaid the said Ajoy Kumar Bose @ Basu & Tanmoy Kumar Bose @ Basu i.e. the Owner no. 1 & 2 hereof became the lawful joint owners of 36Cottahs 28Sq.ft. of landed property in two dags but presently as per physical measurement the Owner no. 1 & 2 have became the joint owner's of 34cottahs 1chittak 22sq.ft. of landed property in **L.R. Dag No. 4344 (land area 29cottahs 9chittaks 34sq.ft.) & 4343 (land area 4cottahs 7chittaks 33sq.ft.)** Togetherwith 2000sq.ft. one storied Residential building standing thereon, within Mouza-Khardah, and they enjoying the same, as ezmal and mutated their names in the assessment registrar of Khardah Municipality as joint owners in respect of Holding no. 235/107, Bosepara, Under Ward no. 14 and have been possessing the same peacefully, quietly and without any interruption of others and paying the relevant rents and taxes regularly which is free from all sorts of encumbrances.

3. Desire of Development of the land & Acceptance:

The said Land Owners herein express their desire to develop **ALL THAT** piece and parcel of land measuring an area of **22cottahs**, be the same a little more or less (17cottahs 8chittaks 12sq.ft. in L.R. Dag no. 4344 + 4cottahs 7chittaks 33sq.ft. in L.R. Dag no. 4343) out of the total landed property measuring an area 34cottahs 1chittak 22sq.ft., by constructing (G+4) multistoried buildings in three towers thereon such as Tower-I, Tower-II & Tower-III in accordance with the building sanction plan and/or to be sanctioned by the concerned Khardah Municipal Authority, it is pertinent to mention here that the Khardah Municipality presently sanctioned the building Plan vide Sanction Plan No. 73/2019-2020 for Tower-I & Tower-II only and so far the tower 3 is concerned it will be constructed after approval of

Ajoy Kumar Bose @ Basu
Tanmoy Kumar Bose @ Basu


Atakendu Bandyopadhyay

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Sanction Plan of Tower-III, and the present Developer have accepted the said proposal and the present Land Owners has decided to enter into the present Joint Venture Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written,

And whereas the developer has fully satisfied with the right, title, interest and possession over the said land and has physically examined the documents with respect to the title of land owners.

4. Power of Attorney: For the smooth running of the said project, the Land Owners herein agreed to execute a registered Development Power of Attorney, by which the Land Owners herein will appoint and nominate "**M/S. ANNAPURNA NIRMAN**" (PAN no. **AAZFA0012H**), a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), bearing Registration No. : L-79151/2014 having its registered office at 13/12/A/44 Shreyasi Apartment, 1st Floor, P.O. & P.S. Khardah, Kolkata 700117, District North 24 Parganas, hereby represented by its partners namely, **(1) SRI ASIM BOSE ROY**, Son of Sri Satya Ranjan Bose Roy, by Nationality-Indian, by religion-Hindu, by occupation - Business, residing at - 3 no. Mahajati Nagar, P.O.-Agarpara, P.S.- Khardah, Dist.- North 24 Parganas, Kolkata - 700109, **(2) SRI ANINDYA DAS**, Son of Sri Dilip Kumar Das, by Nationality - Indian, by religion - Hindu, by occupation - Business, residing at - Gaipur, Natun Para, P.O. Gobordanga, P.S. Habra, Dist. North 24 Parganas, PIN : 743252, **(3) SRI KINGSHUK DAS**, Son of Sri Kanti Ranjan Das, by Nationality - Indian, by religion - Hindu, by occupation - Business, residing at - 1 No. Surya Sen Nagar, P.O. & P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700117, as their. Constituted Attorney, to act on behalf of

Ajay Kumar Bose @ Barua
Hemant Kumar Bose @ Barua

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the Land Owners and also for entering into an agreement for sale in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owners and also for to appear before any Registrar of Assurances, District Registrar, Sub-Registrar, Additional District Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper.

5. DEFINITION:

5.1. Building: Shall mean multistoried building so to be constructed on the project property.

5.2. Name of the Building: shall mean the new multi storied building so mentioned in above shall be named and called under the name and style as preferred exclusively by the Second Part/Developer so agreed and consented by the First Part/Land Owners. The Developer will use, quote, mention & apply the said name in everywhere; wherever it need to use, quote, mention & apply for the proposed project work & any work related to it.

5.3. Common Facilities & Amenities: Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

5.4. Saleable Space : Shall mean the space within the building, which is to be available as an unit/Flat/Shop/Garrage/ Office space etc. for independent use and occupation in respect of Land Owners' Allocation & Developer's Allocation as mentioned in this Agreement.

Ajay Kumar Bose @ Bmm
Hemant Kumar Bose @ Bmm



Mokendu Bandyopadhyay

13/04/08

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6. Land Owners' Consideration: Shall mean the consideration against the project which will be given to the Land Owners by the Developer.

In consideration of the owners having granted the Developer and exclusive consent to develop the said property the owners shall be entitled to get as Owners Allocation into the new proposed building by using its land in commercial purpose and such area shall be allotted in the new building and distributed in the following manner:-

Owner's Allocation shall mean 10nos. of self contained residential flats (Covered area of Flat + Proportionate share of stair & lobby) **to be allotted to the owners by the Developer Firm in the new building such as (G+4) consisting of two towers** (for Tower-I & Tower-II) to be constructed and developed by the Developer under this agreement togetherwith proportionate right over the common areas and facilities and amenities as provided by the Developer in the following manner:

IN THE BUILDING TOWER-I

1. A self contained 2BHK residential flat, being Flat No. 'A', measuring an area about 800sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the Ground Floor (North-East Facing).

2. A self contained 2BHK residential flat, being Flat No. 'D', measuring an area about 580sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the Ground Floor (West Facing).

3. A self contained 2BHK residential flat, being Flat No. 'B', measuring an area about 910sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 1st Floor (South-East Facing).

*Ajay Kumar Pooja @ Banu
Hemant Kumar Bose @ Banu*

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4. A self contained 2BHK residential flat, being Flat No. 'B', measuring an area about 910sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 2nd Floor (South-East Facing).

5. A self contained 2BHK residential flat, being Flat No. 'A', measuring an area about 800sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 4th Floor (North-East Facing).

IN THE BUILDING TOWER-II

1. A self contained 1BHK residential flat, being Flat No. 'D', measuring an area about 503sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the Ground Floor (North-East Facing).

2. A self contained 2BHK residential flat, being Flat No. 'A', measuring an area about 703sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 2nd Floor (South-East Facing).

3. A self contained 2BHK residential flat, being Flat No. 'B', measuring an area about 743sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 2nd Floor (South-West Facing).

4. A self contained 2BHK residential flat, being Flat No. 'A', measuring an area about 703sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 4th Floor (South-East Facing).

5. A self contained 1BHK residential flat, being Flat No. 'E', measuring an area about 503sq.ft. Covered Area

Ajay Kumar Bose @ Bose
Jeyaraj Kumar Bose @ Bose

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(including the proportionate share of Stair, Corridor & Lift) on the 4th Floor (North-East Facing).

And the land owners are also jointly entitled to get a sum of **Rs. 56,90,000.00 (Rupees Fifty Six Lakhs Ninety Thousand)** Only as **non-adjustable/non-refundable amount** in their part in consideration of the Owners allocation and such amount shall be paid by the developer to the land owner in the following manner:

At the time of execution and registration of this Development Agreement the Developer shall Pay a sum of Rs. 6,00,000.00 (Rupees Six Lakhs) Only to the land owner hereof and the Developer shall pay balance payment of Rs. 50,90,000.00 (Rupees Fifty Lakhs Ninety Thousand) Only in different installments as per the fund availability of the developer firm and the Owners after receiving such amount shall issue the proper money receipt in favour of the Developer.

It is pertinent to mentioned here that after receiving the possession of owner's allocation and the non-refundable/non-adjustable amount as mentioned herein above the land Owners herein shall have no future claim or demand in respect of their allocation from the Developer for the Building Tower-I and Tower-II.

7. Developer's Allocation: In lieu of cost and expenses of all other flats and units save and except owners' allocation mentioned herein shall be exclusively treated as Developers allocation. And the developer solely entitled to appropriate the developers allocation of the said proposed residential cum commercial multistoried building including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written herein below as the



Alokendu Banbhropalhye

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developer think deem fit and proper and the owners shall not have any right to claim any financial benefit and/or other benefits to that effect whatsoever.

8. Shifting Charge: No shifting charge will be provided to the land Owners.

9. Architect/Engineer: Shall mean such person or persons being appointed by the Developer.

10. Transfer: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Land Owners as a transfer of space in the said building to intending purchasers thereof.

11. Building Plan: Shall mean such plan or revised sanctioned plan for the construction of the multistoried building, which will be sanctioned by the Khardah Municipality and thereafter any other concerned authority in the names of the Land Owners for construction of the building including its modification and amenities and alterations. The developer alone shall be responsible for all cost, fees and fine etc. for the sanction of the building plan.

12. Built Up Area (For any Individual Unit): Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.

12.1. Covered Area (For any Individual Unit): Here covered area means total built up area for any unit plus proportionate share of stairs, lobby and lift areas and other common areas.

13. Super Built Up Area (For any Individual Unit): Here super built up area means the total covered area plus service area.

14. SINGULAR number shall mean and include the plural number and vice versa.

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Sumanoy Kumar Bose @ Barn

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15. **MASCULINE** gender shall mean and include the feminine gender and vice versa.

16. **LAND OWNERS' RIGHT & REPRESENTATION.**

16.1. **Indemnification regarding Possession & Delivery:** The Land Owners are now seized and possessed of and/or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developer to develop the project property. And the Land Owners do hereby nominate, constitute and appoint the Developers to develop the said property at their own cost more particularly described in the First Schedule hereunder written by constructing building/s thereon as per the plans/specifications to be approved and/or sanctioned by the Khardah Municipality and the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976.

16.2. **Free From Encumbrance:** The Land Owners also indemnify that the project property is free from all encumbrances and the Land Owners have marketable title in respect of the said premises.

17. **DEVELOPER, PROMOTER'S RIGHTS**

17.1. **Authority of Developer:** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contractor agreement or borrow money or take any advance/ full amount against their allocation or acquired right under these agreement,

17.2. **Right of Construction:** The Land Owners hereby grant permission an exclusive right to the Developer to built new building upon the project property.

18. **Construction Cost:** The Developer shall carry out total construction work of the present building at their own costs

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and expenses, No liability on account of construction cost will be charged from Land Owners' Allocation,

19. Sale Proceeds of Developers Allocation: The Developer will take the sale proceeds of Developer's Allocation exclusively,

20. Booking & Agreement for Sale: Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Land Owners as a Power of Attorney Holder, All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Land Owners.

21. Selling Rate : The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Land Owners.

22. Profit & Loss : The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Land Owners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

23. Possession to the Land Owners: On completion of the project the Developer will handover undisputed possession of the Land Owners' Allocation Together With all rights of the common facilities and amenities to the Land Owners with Possession Letter.

Be it mention here that the Developer shall obtain the completion certificate of the project from the concerned authority.

24. Possession to the intending purchaser: On completion of the project, the Developer will handover possession to the intending purchasers, possession letters

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Manuvaraj Kumar Bose @ Baru

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will be signed by the Developer as the representatives and Power of Attorney holder of the Land Owners.

25. Deed of Conveyance: The Deed of Conveyance will be signed by the Developer in respect of Developer's Allocation on behalf of and as representatives and registered Power of Attorney Holder of the Land Owners.

26. CONSIDERATION:

26.1. Permission against Consideration: The Land Owners grant permission for exclusive right to construct the proposed building in consideration of Land Owners' Allocation to the Developer.

27. DEALING OF SPACE IN THE BUILDING:

27.1 Exclusive Power of Dealing of Land Owners: The Land Owners shall be entitled to transfer or otherwise deal with Land Owners' Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Land Owners' Allocation,

27.2 Exclusive Power of Dealing of Developer: The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Land Owners and the Land Owners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

28. POWER AND PROCEDURE:

For entering into an agreement for sale of the developer allocations, the Owners undertake to execute Registered Development Power of Attorney in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Owners and to appear before any Registrar of Assurances, District Registrar, Sub-Registrar, Additional District Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present

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Hemant Kumar Borkar @ Borkar



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and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper.

29. NEW BUILDING:

29.1. Completion of Project: The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

29.2. Installation of Common Amenities: The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./ W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self-contained apartments and constructed for sale of flats therein on Ownership basis and as mutually agreed upon,

30 Architect Fees etc.: All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc, shall be discharged and paid by the Developer and the Land Owners shall bear no responsibility in this context,

31 Taxes & Other Taxes of the Property: The Land Owners shall pay and clear up all the arrears on account of taxes and mutation charges of B.L. & L.R.O. & Municipal Office as well as all outgoing of the said property upto the date of this agreement. And after that the Developer will pay will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation.

From the date of completion and allocation of the floor area between the Land Owners and the Developer the taxes and other taxes payable for the said property shall be borne

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in proportionate of area of Developer and area of Land Owners, by the Developer and/or their nominees and the Land Owners and/or their nominee/nominees respectively,

32. Upkeep Repair & Maintenance: Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

33. Materials to be used: the Developer shall use all the good quality materials for construction of the building.

34. PROCEDURE OF DELIVERY OF POSSESSION TO LAND OWNERS:

34.1. Delivery of Possession: As soon as the building will be completed, the Developer shall give written notice to the Land Owners requiring the Land Owners to take possession of the LandOwners' Allocation in the building and certificate of the Architect/L.B.S or the Municipality being provided to that effect.

34.2. Payment of Taxes: Within 30 days from the receive possession of Land Owners' Allocation and at all times there after the Land Owners shall be exclusively responsible for payment of all property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Land Owners' Allocation only.

34.3. Share of Common Expenses & Amenities: As and from the date of delivery of possession to be received, the Land Owners shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners' Association, the service charges for the common facilities in the new building payable in respect of the LandOwners' Allocation such charges is to include proportionate share of premium

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for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time,

35. COMMON RESTRICTION:

35.1. Restriction of Land Owners and Developer in common: The Land Owners' Allocation in the building shall be subject at to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

35.2. Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

35.3. Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.

35.4. Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all the terms and conditions on their respective part to be observed and/or performed.

35.5. Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to

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answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation,

35.6. The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.

35.7. No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

35.8. Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.

35.9. The Land Owners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Land Owners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

36. LAND OWNERS OBLIGATION:

36.1. No Interference:

The Land Owners hereby agrees and covenant with the Developer: not to cause any interference or hindrance in the construction of the building by the Developer, not to

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do any act, deed or thing, whereby the Developer may be prevented from selling; assigning and/or disposing of any of the Developer's allocated portion in the building not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

37. DEVELOPERS OBLIGATIONS:

37.1. Time Schedule of Handing Over Land

Owners Allocation : The Developer will complete the construction of the building Tower-I & Tower-II within **36 (Thirty Six)** months from the date of execution and registration of this Development Agreement or handover the peacefull vacant and undisputed possession of the subject landed property in favour of the Developer firm which ever is later **with a Grace Period of 6 (six) months**, save & except due to force mejure viz. act of god, interalia, earthquakes, civil war, Air raid, Enemy War, Strike, Riot, Civil commotion and/ or held up and/or obstructed due to any central and/or state government enactment ordinance or any injunction order of the court or any other reasons beyond the control of the Developer, then and in that event the said stipulated period shall be increased by the same period without any objection by the Land Owners.

37.2. The Developer shall abide by all the safety norms during the construction of the proposed building and where to all statutory and legal norms and keep the Owners indemnified.

The Developer shall obtain all necessary "No-Objection" Certificate and procure "Completion Certificate" from all statutory authorities such as Municipality and others.

37.3. No Violation: The Developer hereby agree and covenant with the Land Owners not to violate or contravenes any of the provisions of rules applicable to construction of



Alokendra Bandyopadhyay

Advocate

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the said building, not to do any act, deed or thing, whereby the Land Owners are prevented from enjoying, selling, assigning and/or disposing of any Land Owners' Allocation in the building at the said premises vice-versa.

38. LAND OWNERS' INDEMNITY

Indemnity : The Land Owners hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

39. DEVELOPERS INDEMNITY:

The Developer hereby undertake to keep the Land Owners indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

40. MISCELLANEOUS:

40.1. Contract Not Partnership: The Land Owners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Land Owners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

40.2. Not specified Premises: It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Land Owners and various applications and other documents may be required to be signed or made by


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A/Proprietor

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the Land Owners related to which specific provisions may not have been mentioned herein. The Land Owners hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Land Owners shall execute any such additional power of attorney and/or authorization as may be required by the Developer for any such purposes and the Land Owners also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Land Owners and / or against the spirit of these presents.

40.3. Not Responsible: The Land Owners shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Land Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

40.4. Process of Issuing Notice: Any notice required to be given by the Developer to the Land Owners shall without prejudice to any other mode of service available be deemed to have been served on the Land Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Land Owners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

40.5. Formation of Association: After the completion of the said building and receiving peaceful possession of the allocation, the Land Owners hereby agree to abide by all the rules and regulations to be framed by any society/association who will be in charge or such management of the affairs of the building and/or common

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Manoj Kumar Bose @ Banu

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parts thereof and hereby given his consent to abide by such rules and regulations.

40.6. Right to borrow fund: The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Land Owners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Land Owners nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Land Owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof,

40.7. Documentation: The Land Owners delivered all the original title deeds relating to the said premises and all other connected Documents, like as Municipal Tax Receipt, Amalgamation Certificate of Single Holding, Records of Rights, Khajna Dahila & Conversion Certificate, in the safe custody of the Developer in exchange of proper acknowledgement receipts and such documents will be kept in the custody of the Developer firm to produce original documents before any authority for verification, until completion of the proposed multistoried building. After completion of the coveted building the Developer Firm hereby undertake to handover the said original documents to the Owners with proper receipts.

40.8. The Land Owners shall render all assistance, co-operation and sign and execute or cause to be signed and executed all applications, plans, authorities and other writings as may be necessary or required to enable the Developers for development of the said plot and to obtain approval of the Khardah Municipality Planning Authority, Airport Authority, Fire Brigade, to the Plans, designs and

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drawings for putting up building and structures and shall on the execution thereon execute a Power of Attorney in favour of the Developers or their Nominee/s to enable them to develop the said property and the Developers shall indemnify and keep indemnified and harmless the Land Owners and their estate and effects from and losses or damages or any consequences which may flow by virtue of their signing the said Power of Attorney.

40.9. All buildings to be constructed on the lands comprised under this Agreement and the dwelling units thereon will be in accordance with the Scheme sanctioned by the Competent Authority or State Government under the provisions of Urban Land (Ceiling & Regulation) Act and will be dealt with in accordance with the directions, if any, given by the Competent Authority or State Government while sanctioning the said scheme. If the Developers desire any variations in the said scheme, so as to provide dwelling units of larger sizes in the building to be constructed on the said land and/or to receive higher price for such dwelling units the Developers, shall be at liberty to make necessary application for the purpose to the authorities concerned at their own costs and the Land Owners shall join the Developers in the said applications provided however, if the authorities concerned refuse or decline to give any such applications, which may be made by the Developers, dwelling units on the said property will be constructed in accordance with the scheme which may be sanctioned by the Competent Authority or State Government under the said Act.

40.10. The Developers shall be entitled to enter into usual Agreement for sale of flats/shops/garages/office premises/godown with various intending buyers, on what is known as ownership basis, on such terms and conditions and at such price as the Developers may think fit and proper.

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40.11. The Developers shall carry out the entire construction work at their own account and risk and at their own responsibility and shall pay and discharge all the costs, charges and expenses in relation to the construction work including payment of salaries and wages to the personnel and workmen employed in construction work, bills of the suppliers of building materials, Municipal rates and taxes in respect of the said property and from the date the Developers being put in possession and allowed to enter upon the said property, fees of the architects and R.C.C. specialists and consultants and all other professionals charges and/or retained in regard to the construction work. The Developers hereby agree to indemnify and keep indemnified the Land owners of land from or against any claim that may be made against Land owners by any one and/or any damage the Land owners may suffer as a result of the Developers committing breach of any of the building bye-laws, rules, orders, directives, instructions that may be issued by the Khardah Municipality and other concerned authorities in connection with the construction work as aforesaid and/or the Developers committing default in payment of the salaries, wages and fees including the payment for injuries or any compensations during the progress of work of various mentioned hereinabove as also in payment of the Bills of Suppliers of the building materials and in payment of the Municipal taxes or in any damages or loss that may be suffered or sustained by the Land owners as a result of the Developers carrying out the construction work and/or development on the said property.

40.12. On the execution of these presents, the Land Owners authorize and allow the Developers to put up the notice/signboards therein indicating the proposed development scheme of the Developers on the said property. However, it is made clear by the Land Owners to the

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Developers that to put up the signboards does not mean even by implication the handing over of the possession and mere putting of the signboards does not give any right to the Developers of possession and the Developers shall not have any interest whatsoever against the said property.

40.13. The Land Owners hereby authorize the Developers to sign and execute applications, writings, undertakings for amalgamation, layout, sub-division, building plans and other assurances and submit the same to the Municipal and Public authorities and to obtain commencement certificate, etc. for obtaining no objection and transfer Permission for the purpose of and for the development of the said property and also to appoint the Architect at Developers' costs and expenses. It is also agreed that all the costs, charges and expenses to be incurred in pursuance of this clause save and except as provided otherwise in this Agreement shall be borne and paid by the Developers alone irrespective of the fact whether the transaction goes through or not.

40.14. Boundary Wall : The Developer herein build the boundary wall of the entire area of the project property of their own cost and experience.

40.15. Third Party Liability : That the Developer shall be liable to indemnify any workmen or outsider in the event of the possible loss or damage to any property, personal injury and death or otherwise, any claim arising from the construction of the Building by the Developer. The Land Owners shall not be responsible or liable for any such loss or claim whatsoever. Similarly, the responsibility for any sort of theft, loss or damage of the works during construction shall vest in the Developer and in no way is binding on the Land Owners or on the Schedule Land.

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Manoj Kumar Bose @ Barnu

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40.16. Roof/Terrace: The ultimate roof/terrace of the building shall belong to the Land Owners, Flat Owners and the Developer for common use.

41. FORCE MAJEURE:

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

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

42. DISPUTES:

Disputes or differences in relation to or as rising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one Arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Land Owners.

Place : The place of arbitration shall be at North 24 Parganas and Kolkata only.

Binding Effect: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.


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43. JURISDICTION: In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have Jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT the piece or parcel of land classified as "BASTU" having rayat possessory right admeasuring more or less **22cottahs (land area 17Cottahs 8Chittaks 12Sq.ft. in L.R. Dag No. 4344 & land area 4Cottahs 7Chittaks 33Sq.ft. in L.R. Dag No. 4343)**, be the same a little more or less togetherwith a 2000sq.ft. one storied residential building standing thereon with Cemented Flooring out of the total land measuring an area 34cottahs 1chittak 22sq.ft. alongwith a one storied pucca residential building, lying and situated at **Mouza-Khardah**, J.L. No. 2, Re. Su. no. 18, Touzi No. 149, comprised and contained in R.S. Dag Nos. 2367 & 2368, corresponding to **L.R. Dag No. 4343 & 4344**, under R.S. Khatian No. 272, corresponding to L.R. Khatian No. 7169 (in the name of Ajoy Kumar Bose @ Basu) and L.R. Khatian No. 7179 (in the name of Tanmoy Kumar Bose @ Basu), P.S. Khardah, A.D.S.R.O. Sodepur, District North 24 Parganas, within the local limits of the Khardah Municipality, bearing Holding No. 235/107, Bosepara Road, under Ward No. 14, upon which the proposed residential cum commercial multistoried building is to be constructed in accordance with the building plan sanctioned from the Khardah Municipality, which is the subject property of this Development Agreement.

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Tanmoy Kumar Bose @ Basu



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BUTTED AND BOUNDED

- On the North : House of Kasi Nath Rana, Mr. S. Das,
Smt. Anima Chakraborty, Balaram Sarkar,
Sri Biswanath Das, Sri Kripanath Das,
and Sri Tapan Ghosh.
- On the South : Janardhan Sporting Club,
7Ft. 2inch Common Passage(Bosepara) and
House of Jyotirmoy Bose &
others vacant land.
- On the East : House of Tapan Ghosh, Khetra Pada
Dhara, Jyotirmoy Bose &
others vacant land.
- On the West : Owner's landed property, 10ft. Wide Common
Passage connected with Shib Krishna Banerjee
Road(Bosepara), house of Ajoy Kumar Bose
@ Basu and Janardhan Sporting Club.

The Above scheduled property is vividly shown in the Plan annexed hereto and boundary line marked by coloured **RED**. The said plan will be treated as a part of this DEVELOPMENT AGREEMENT.

THE SECOND SCHEDULE ABOVE REFERRED TO
(OWNERS ALLOCATION)

Land Owners' Consideration: Shall mean the consideration against the project which will be given to the Land Owners by the Developer.

In consideration of the owners having granted the Developer and exclusive consent to develop the said property the owners shall be entitled to get as Owners Allocation into the new proposed building by using its land in commercial purpose and such area shall be allotted in the new building and distributed in the following manner:-

Owner's Allocation shall mean 10nos. of self contained residential flats (Covered area of Flat +

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Janardhan Kumar Bose @ Basu

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Proportionate share of stair & lobby) **to be allotted to the owners by the Developer Firm in the new building such as (G+4) consisting of two towers** (for Tower-I & Tower-II) to be constructed and developed by the Developer under this agreement togetherwith proportionate right over the common areas and facilities and amenities as provided by the Developer in the following manner:

IN THE BUILDING TOWER-I

1. A self contained 2BHK residential flat, being Flat No. 'A', measuring an area about 800sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the Ground Floor (North-East Facing).
2. A self contained 2BHK residential flat, being Flat No. 'D', measuring an area about 580sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the Ground Floor (West Facing).
3. A self contained 2BHK residential flat, being Flat No. 'B', measuring an area about 910sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 1st Floor (South-East Facing).
4. A self contained 2BHK residential flat, being Flat No. 'B', measuring an area about 910sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 2nd Floor (South-East Facing).
5. A self contained 2BHK residential flat, being Flat No. 'A', measuring an area about 800sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 4th Floor (North-East Facing).

Ajay Kumar Bose @ Bum
Jaymoy Kumar Bose @ Bum


Atakendra Bandyopadhyay

Contd...37

(37)

IN THE BUILDING TOWER-II

1. A self contained 1BHK residential flat, being Flat No. 'D', measuring an area about 503sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the Ground Floor (North-East Facing).

2. A self contained 2BHK residential flat, being Flat No. 'A', measuring an area about 703sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 2nd Floor (South-East Facing).

3. A self contained 2BHK residential flat, being Flat No. 'B', measuring an area about 743sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 2nd Floor (South-West Facing).

4. A self contained 2BHK residential flat, being Flat No. 'A', measuring an area about 703sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 4th Floor (South-East Facing).

5. A self contained 1BHK residential flat, being Flat No. 'E', measuring an area about 503sq.ft. Covered Area (including the proportionate share of Stair, Corridor & Lift) on the 4th Floor (North-East Facing).

And the land owners are also jointly entitled to get a sum of **Rs. 56,90,000.00 (Rupees Fifty Six Lakhs Ninety Thousand)** Only as **non-adjustable/non-refundable amount** in their part in consideration of the Owners allocation and such amount shall be paid by the developer to the land owners in the following manner:

High Kurman Box @ B m m
Jyotirmoy Kumar Box @ B m m

(38)

At the time of execution and registration of this Development Agreement the Developer shall Pay a sum of Rs. 6,00,000.00 (Rupees Six Lakhs) Only to the land owners hereof and the Developer shall pay balance payment of Rs. 50,90,000.00 (Rupees Fifty Lakhs Ninety Thousand) Only in different installments as per the fund availability of the developer firm and the Owners after receiving such amount shall issue the proper money receipt in favour of the Developer.

It is pertinent to mentioned here that after receiving the possession of owner's allocation and the non-refundable/ non-adjustable amount as mentioned herein above the land Owners herein shall have no future claim or demand in respect of their allocation from the Developer for the Building Tower-I and Tower-II.

**THE THIRD SCHEDULE ABOVE REFERRED TO
DEVELOPER'S ALLOCATION**

DEVELOPER'S ALLOCATION: shall mean all the remaining portion of the entire building (excluding Owners' allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developer togetherwith the absolute right of the part of the Developer to enter into agreement for sale with intending purchaser/purchasers by and mode of Transfer of property Act. and/or lease, let out, or in any manner may with the same as the absolute Owners thereof.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON AREA & FACILITIES)**

The Owners of the land alongwith the other co-owners, occupiers, society or syndicate or association shall allow each



Ajay Kumar Bhatia @ Bhatia
Hemant Kumar Bhatia @ Bhatia

(39)

other the following easement and quasi easements rights privileges etc .

- a) Land under the said building described in the First Schedule.
- b) All sides spaces, back spaces, paths passages, main entrance, lift landing stair case up to ultimate roof of the building, Water line, septic tank, drain ways, Drains and sewers from the building in the Municipal connection drains and/or sewerage.
- c) General lighting of the common portions and space for installations of electric meter in general and separate.

THE FIFTH SCHEDULE ABOVE REFERRED TO
SPECIFICATION FOR CONSTRUCTION

STRUCTURAL AND GENERAL ENGINEERING FEATURES

Building will be planned and designed by professional design Engineers.

Structural design parameters will be based of American Concrete

Institute (ACL) and American Standards of Testing Materials (ASTM) codes.

Sub-soil investigation and soil composition will be analyzed from laboratory.

Building will be composed of reinforced cement concrete (R.C.C) foundation, column, beam and slab considering seismic and wind effect with modern design conducted by professional design and supervising engineers.

All structural materials including steel, cement, bricks, sand, etc. will be of highest available standard.

SUPERVISION

Direct supervision at every stage of construction will be conducted by experienced Engineers to ensure highest quality workmanship.

*Ajay Kumar Basu @ Basu
Rajmoy Kumar Basu @ Basu*

(40)

One or more Degree or Diploma Engineer(s) will be engaged for supervision.

DESIGN

After finalization of the floor plan, the Developer will prepare the plan for submission to Khardah Municipality and any other Competent Authority for approval.

The Developer will then prepare the presentation drawings (for brochure) and the working architectural, structural. Electrical and plumbing drawings.

APARTMENT LAYOUT

Maximum advantages, especially in relation to the daylight and outside view.

Privacy will emphasize in designing the layout so the layout so THAT the master and second bedrooms are located away from the guest bedroom and main entertainment areas.

MAJOR STRUCTURAL MATERIALS:

STEEL

-60/40 grade Deformed bar.

CEMENT

Good Quality Cement.

AGGREGATE

Good Quality Stone Chips (Foundation and Column).

Good Quality Stone Chips (Beam and Slab).

BRICKS

Standard Quality.

SAND

FM 2.1 for Sylhet Sand and FM 1.2 Local Sand.

DOOR FRAME : Wooden.

Only the toilet doors will be P.V.C.

WINDOWS

Aluminum Sliding Windows as per Architectural Design of the Building.


Alokendra Banerjee
1.10.2014

Contd...41

Ajay Kumar Bose @ Barua
Hannay Kumar Bose @ Barua

(41)

Safety Grills in all windows and verandah. (Front verandah grill is depends on architect's choice).

WALLS AND PARTITIONS

Internal wall of 75mm. thick. External wall will be 125mm. or 200mm. thick in choice of without any additional cost.

Good Quality bricks.

Wall surfaces of smooth finished plaster.

OUTSIDE PAINT

Exteriorwalls of weather proof/ Snowcem paint.

KITCHEN : 4ft. height glazed tiles covering from kitchen table top finished with Black Stone and one steel sink will be provide and two taps.

TOILET FEATURES

One European type commode make with standard low down cistern plumbing fittings and two C.P. Bib-Cock and one shower point in bath with 6ft. height white Glazed tiles from floor level for each toilets. These toilets are of standard materials. One Basin (dining). All the external and Internal sanitary plumbing lines are made of high density C.P.V.C. pipes. All the sanitary lines to be connected with Septic tank and waste water lines with the drain source.

W. C.

One English white commode with lowdown PVC cistern, Two C.P. Bib-Cocks and 6ft. height Glazed tiles (white)to be provided. Apart from above, extra payment to be paid for extra works by the purchaser.

LIFT, LOBBIES, STAIRCASES & FLOORS

- Lift lobby in each floor.
- Marble/Floor Tiles in lift lobbies.
- Stair Tiles/Marble in Staircase.



Atokendu Bandyopadhyay

Arch. 06

Contd...42

Ajay Kumar Bose @ BSM
Hemant Kumar Bose @ BSM

(42)

Standard Quality floor tiles for each flat/unit.

ELECTRICAL FITURES

Sufficient electric points as follows :

Main Entrance : One Light and one Calling Bell point.

Bedroom : One Tube, One fan, One plug, Double bracket point.

Balcony : One light, One plug point,

Dining : One Tube, One fan, One plug, Single Bracket, 15 Amps Plug for freeze, One D.P. Main Switch.

Toilet : One light, One fan (exhaust).

Kitchen : One light, One fan (exhaust), One 15 Amps Plug points.

WATER SUPPLY

24 hours water facility through O.H. Tank from the source which installed inside the Apartment compound.

LIFT

• Passenger Lift of 6-passenger capacity.


• Adequate lighting system

ADDITIONAL SPECIFICATIONS AT EXTRA COST WITH PRIOR INTIMATION.

• The extra work may be done subject to architect's prior approval and money will be deposited in advanced.

• Cost of individual meter and proportionate cost of infrastructure i.e mother line and the proportionate cost of lift installation will be borne by the each of the purchaser exclusively for their each allocation. Only the land owners shall bear the cost of individual electric meter and proportionate cost of lift installation @ Rs. 60,000/- per unit/flat for 5nos. of owner's allocation flats only out of 10nos. of flats.

• The decision of developer will be final.


Atokenda Bandhyopadhyay

10/10/2010

Contd...43

Ajoy Kumar Bose @ Bornu
Sudhoy Kumar Bose @ Basu

(43)

IN WITNESSES WHEREOF, the Parties have hereunto put their respective signature on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

in the presence of

WITNESSES:

1. Kardi Ranyan ~~and~~ Ajay Kumar Bose @ Bar
No-1, Surjashree Nagar
Kharidah, 28th Road.
P.O.P.S. Kd. 70017.

2. Anislesu Das Yamroy Kumar Bose @ Bar
Srinagar
4507-113.

SIGNATURE OF THE LAND OWNERS

ANNAPURNA NIRMAN

Axim Bose Pop
Amindya Das.
Kingshek Das.

Partner

Drafted by :

SIGNATURE OF THE DEVELOPER

Alokendu Bandyopadhyay.

Alokendu Bandyopadhyay Adv.
Enkta -WB-570/2004 Advocate
District Judges' Court, Barasat
North 24 Parganas (W.B.)

Laser Setter :

Prasanna Paul

Contd...44

(44)

MEMO OF CONSIDERATION

We, the land Owners do hereby Received a sum of **Rs. 6,00,000.00 (Rupees Six Lacs)** Only from the within named Developer/s as payment of Owner's allocation in the following memo:

1. By an a/c payee cheque bearing no. 001904, dated 20.01.2021, issued from Bank of Baroda, Sodepur Branch, in favour of Sri Ajoy Kumar Bose @ Basu Rs. 2,77,500.00
2. TDS Deduction, vide Cheque no. 001905, dated 20.01.2021 Rs. 22,500.00
3. By an a/c payee cheque bearing no. 001704 dated 29.02.2020 issued from Bank of Baroda, Sodepur Branch, in favour of Sri Tanmoy Kumar Bose @ Basu Rs. 90,000.00
4. TDS Deduction, vide Cheque no. 001706, dated 29.02.2020 Rs. 10,000.00
5. By an a/c payee cheque bearing no. 001906 dated 20.01.2021 issued from Bank of Baroda, Sodepur Branch, in favour of Sri Tanmoy Kumar Bose @ Basu Rs. 1,85,000.00
6. TDS Deduction, vide Cheque no. 001907, dated 20.01.2021 Rs. 15,000.00

Total: Rs. 6,00,000.00

In Word: **Rupees Six Lacs** Only.

SIGNED AND DELIVERED

in presence of following

WITNESSES:

1. *Karadi Ranjan Babu Ajoy Kumar Bose @ Basu*
1, Surjabin Nagar KdA.
P.O. P.S. KdA. Kal. Toor
2. *Arishtu Das*
Biramanagar
401-113.

SIGNATURE OF THE LAND OWNERS

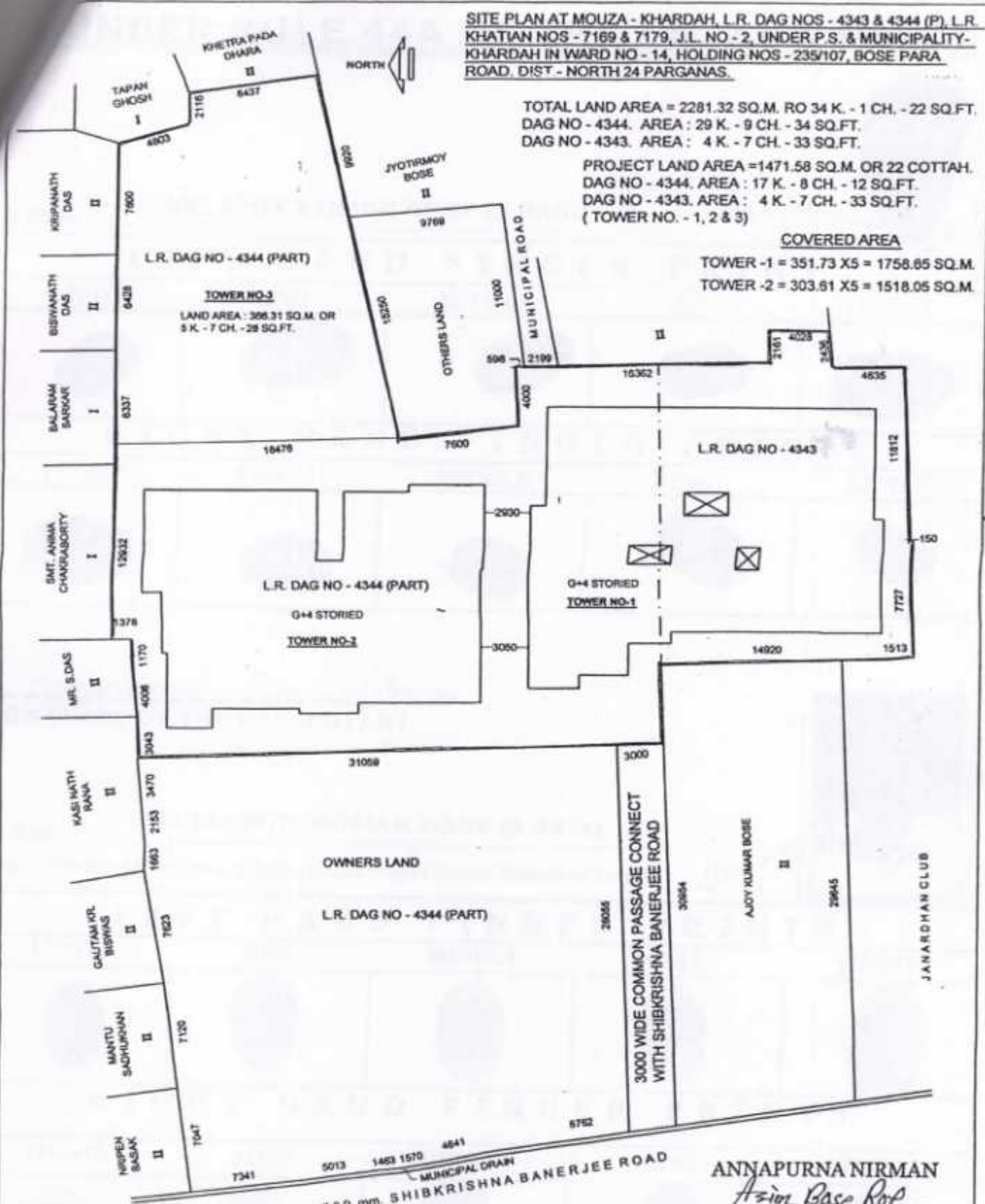
SITE PLAN AT MOUZA - KHARDAH, L.R. DAG NOS - 4343 & 4344 (P), L.R. KHATIAN NOS - 7169 & 7179, J.L. NO - 2, UNDER P.S. & MUNICIPALITY-KHARDAH IN WARD NO - 14, HOLDING NOS - 235/107, BOSE PARA ROAD, DIST - NORTH 24 PARGANAS.

TOTAL LAND AREA = 2281.32 SQ.M. RO 34 K. - 1 CH. - 22 SQ.FT.
 DAG NO - 4344. AREA : 29 K. - 9 CH. - 34 SQ.FT.
 DAG NO - 4343. AREA : 4 K. - 7 CH. - 33 SQ.FT.

PROJECT LAND AREA = 1471.58 SQ.M. OR 22 COTTAH.
 DAG NO - 4344. AREA : 17 K. - 8 CH. - 12 SQ.FT.
 DAG NO - 4343. AREA : 4 K. - 7 CH. - 33 SQ.FT.
 (TOWER NO. - 1, 2 & 3)

COVERED AREA

TOWER -1 = 351.73 X5 = 1758.65 SQ.M.
 TOWER -2 = 303.61 X5 = 1518.05 SQ.M.



Chattopadhyay
 Tapas Chattopadhyay
 93, Shiru Road,
 Khardaha, Murshidabad,
 Lic No. 2002313739.

Ajay Kumar Bose @ Banu
Manmoy Kumar Bose @ Banu

ANNAPURNA NIRMAN
Asim Bose Rof
Anindya Das,
Kingstun Das,
 Partner

SIGNATURE OF L B S

SIGNATURE OF OWNERS

SIGNATURE OF DEVELOPERS

UNDER RULE 44A OF THE I.R. ACT 1908



Ajoy Kumar Bose @ Basu

(1) Name : **SRI AJOY KUMAR BOSE @ BASU**

LEFT HAND FINGER PRINT

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

Ajoy Kumar Bose @ Basu
SIGNATURE OF THE PRESENTANT



Tanmoy Kumar Bose @ Basu

(2) Name : **SRI TANMOY KUMAR BOSE @ BASU**

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

Tanmoy Kumar Bose @ Basu
SIGNATURE OF THE PRESENTANT

All the above fingerprints are of the abovenamed person and attested by the said person.

.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

UNDER RULE 44A OF THE I.R. ACT 1908



(1) Name : **SRI ASIM BOSE ROY**

Asim Bose Roy

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE

Asim Bose Roy

 SIGNATURE OF THE PRESENTANT



2) Name : **SRI ANINDYA DAS**

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator

Anindya Das

LEFT HAND FINGER PRINTS

LITTLE	RING	MIDDLE	FORE	THUMB

RIGHT HAND FINGER PRINTS

THUMB	FORE	MIDDLE	RING	LITTLE


Anindya Das

 SIGNATURE OF THE PRESENTANT

All the above fingerprints are of the abovenamed person, and attested by the said person.

B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ACZPB6352K



नाम / NAME
AJAY KUMAR BOSE

पिता का नाम / FATHER'S NAME
PURNA CHANDRA BOSE

जन्म तिथि / DATE OF BIRTH
07-11-1957

हस्ताक्षर / SIGNATURE
Ajoy Kumar Bose

AKB
आयकर अधिकारी, प.सं. 11
COMMISSIONER OF INCOME-TAX, W.S. - II

Ajoy Kumar Bose.



ভারত সরকার
Unique Identification Authority of India
Government of India

এনআরআই আইডি / Enrollment No. : 1111/49091/02747

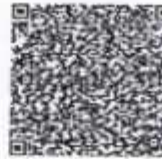
To
Ajoy Kumar Bose
অজয় কুমার বোস
308/107/1
BOSE PARA
Khardah (m)
Khardah, North 24 Parganas
West Bengal - 700117

10/03/2014



KL819657467FT

81965746



আপনার আধার সংখ্যা / Your Aadhaar No. :

5622 8821 8522

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

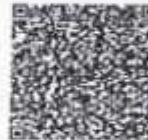
Government of India

অজয় কুমার বোস
Ajoy Kumar Bose
পিতা : পূর্ণ চন্দ্র বোস
Father : Purna Chandra Bose



জন্ম তারিখ/DOB: 07/11/1967
পুংস্ব / Male

5622 8821 8522



আধার - সাধারণ মানুষের অধিকার

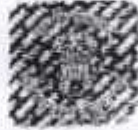
Ajoy Kumar Bose.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TANMOY KUMAR BOSE
PURNA CHANDRA BOSE



27/11/1971
Permanent Account Number
BBJPB7746P



Tanmoy Kumar Bose
Signature

Tanmoy Kumar Bose @ Asst



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

Enrollment No. : 0654/09081/33032

To
Tanmoy Kumar Bose

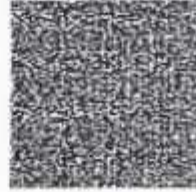
08/03/2014

235/107
BOSE PARA
Khardah (m)
Khardah, North 24 Paraganas, North 24 Parganas,
West Bengal - 700117
9433905674

73869073



KA738690732FH



आपका आधार क्रमांक / Your Aadhaar No. :

2516 1405 3398

मेरा आधार, मेरी पहचान



भारत सरकार

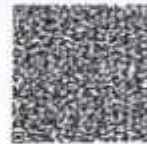
Government of India



Tanmoy Kumar Bose

DOB: 27/11/1971

Male



2516 1405 3398

मेरा आधार, मेरी पहचान

Tanmoy Kumar Bose @ Bose

आयकर विभाग
INCOME TAX DEPARTMENT
ANNAPURNA NIRMAN



भारत सरकार
GOVT. OF INDIA



09/12/2013
Permanent Account Number
AAZFA0012H

09/12/2014

ANNAPURNA NIRMAN

Joint Base of
Anindya Das.
Kingshuk Das.

Partner





Asim Bose Roy



100

आयकर विभाग
INCOME TAX DEPARTMENT

ANINDYA DAS
DILIP KUMAR DAS

19/11/1983

Pan Card Account No.

ARWPD6238N

Anindya Das
Signature

भारत सरकार
GOVT. OF INDIA



Anindya Das

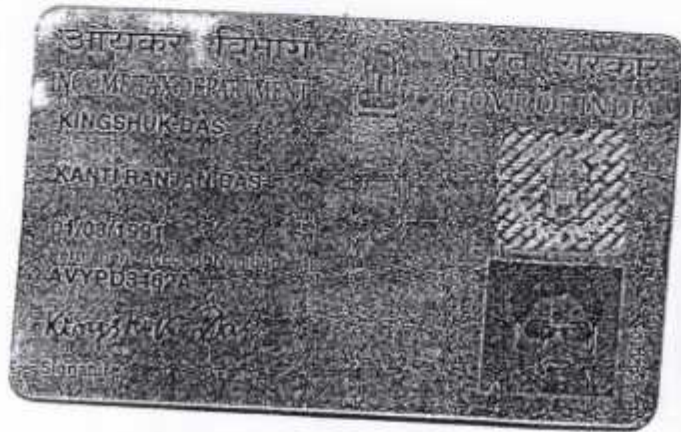
Anindya Das

आयकर पैन कार्ड के लोप / काने पर कुपल सुचित कर / लोप
आयकर पैन सेवा इकाई, एन एन डी एस
तीसरी मंजिल, सफायर चेंबर,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुणे - 411 045

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

Income Tax PAN Services Unit, NSDL
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8051
e-mail: tininfo@nsdl.co.in



Kingshuk Das.

INDIAN UNION DRIVING LICENCE
WEST BENGAL STATE

WB-2320160272634 Issue Dt. 30-12-2016

Name **AVISHEK** **PODDER**
 S/D/W of **BASUDEB** **PODDER**
 Blood Gr. **U** **D.O.B. 20-11-1980**

Address **SRIRAM NAGAR**
PO. NATAGARI PS. GHOLA
KOLKATA
700113

Authorization to drive the following vehicle class throughout India

HT	29-12-2036	MCWG	30-12-2018
Trains			
Number			
Date of issue			
Valid To			


 Holder's Signature

 Licensing Authority
 Barrackpore

Avishek Podder



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

GRN: 192020210207918181
GRN Date: 19/01/2021 10:25:08
BRN: 315893601

Payment Mode: Online Payment
Bank: AXIS Bank
BRN Date: 19/01/2021 10:26:04

DEPOSITOR'S DETAILS

Name: ALOKENDU BANDYOPADHYAY
Contact No.: Mobile No.: +91 9674975574
E-mail:
Address: 76 Central Road Apandaloke Kol110
Applicant Name: Mr Alokendu Bandyopadhyay
Office Name:
Office Address:
Status of Depositor: Advocate
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	2000123407/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	2000123407/1/2021	Property Registration: Registration Fees	0030-03-104-001-16	6021

Total 41042

In Words: Rupees Forty One Thousand Forty Two only

Major Information of the Deed

Deed No.	I-1524-00387/2021	Date of Registration	20/01/2021
Query No./Year	1524-2000123407/2021	Office where deed is registered	
Query Date	19/01/2021 10:21:45 AM	1524-2000123407/2021	
Applicant Name, Address & Other Details	Alokendu Bandyopadhyay Barrackpore Court, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, PIN - 700120, Mobile No. : 9830075574, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement	Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 6,00,000/-]
Set Forth value	Rs. 1,40,00,000/-	Market Value	Rs. 2,74,96,986/-
Stamp Duty Paid (SD)	Rs. 40,021/- (Article:48(g))	Registration Fee Paid	Rs. 6,021/- (Article:E, E, B)
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: KHARDAH, Road: Bosepara Road, Mouza: Khardah, , Ward No: 14, Holding No:235/107 JI No: 2, Touzi No: 149 Pin Code : 700117





Sch No.	Plot Number	Khata Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other details
L1	LR-4343 (RS :-)	LR-7169	Bastu	Bastu	2 Katha 3 Chatak 39 Sq Ft	15,00,000/-	26,48,935/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
L2	LR-4344 (RS :-)	LR-7179	Bastu	Bastu	8 Katha 12 Chatak 6 Sq Ft	50,00,000/-	1,03,49,558/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
L3	LR-4344 (RS :-)	LR-7169	Bastu	Bastu	8 Katha 12 Chatak 6 Sq Ft	50,00,000/-	1,03,49,558/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
L4	LR-4343 (RS :-)	LR-7179	Bastu	Bastu	2 Katha 3 Chatak 39 Sq Ft	15,00,000/-	26,48,935/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
TOTAL :					36.3Dec	130,00,000 /-	259,96,986 /-	
Grand Total :					36.3Dec	130,00,000 /-	259,96,986 /-	



Structure Details :

Sl. No.	Structure Details	Area of Structure	Selforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4	2000 Sq Ft.	10,00,000/-	15,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	10,00,000 /-	15,00,000 /-	

Land Lord Details :





















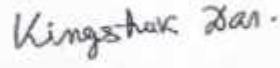


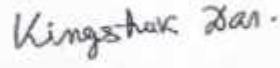


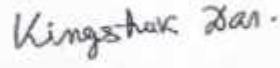
Sl. No.	Name Address	Photo	Finger print and Signiture
1	Name	Photo	Signature
1	<p>Mr Ajoy Kumar Bose, (Alias: Mr Ajoy Kumar Basu) (Presentant) Son of Late Purna Chandra Bose Executed by: Self, Date of Execution: 20/01/2021 , Admitted by: Self, Date of Admission: 20/01/2021 ,Place : Office</p>	 <p>20/01/2021</p>	 <p>LTI 20/01/2021</p> <p><i>Ajoy Kumar Bose</i> @ Basu</p> <p>20/01/2021</p>
<p>Bosepara, Khardah,, P.O:- Khardah, P.S:- Khardaha, Khardah, District:-North 24-Parganas, West Bengal, India, PIN - 700117 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ACxxxxxx2K,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/01/2021 , Admitted by: Self, Date of Admission: 20/01/2021 ,Place : Office</p>			
2	Name	Photo	Signature
2	<p>Mr Tanmoy Kumar Bose, (Alias: Mr Tanmoy Kumar Basu) Son of Late Purna Chandra Bose Executed by: Self, Date of Execution: 20/01/2021 , Admitted by: Self, Date of Admission: 20/01/2021 ,Place : Office</p>	 <p>20/01/2021</p>	 <p>LTI 20/01/2021</p> <p><i>Tanmoy Kumar Bose</i> @ Basu</p> <p>20/01/2021</p>
<p>Bosepara, Khardah,, P.O:- Khardah, P.S:- Khardaha, Khardah, District:-North 24-Parganas, West Bengal, India, PIN - 700117 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BBxxxxxx6P,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/01/2021 , Admitted by: Self, Date of Admission: 20/01/2021 ,Place : Office</p>			



Developer Details :




Sl No	Name Address Photo Finger print and Signature
1	ANNAPURNA NIRMAN 13/12/A/44 Shreyasi Apartment, 1st Floor., P.O:- Khardah, P.S:- Khardaha, Khardah, District:-North 24-Parganas, West Bengal, India, PIN - 700117 , PAN No.:: AAxxxxxx2H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name Address Photo Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr ASIM BOSE ROY Son of Mr Satya Ranjan Bose Roy Date of Execution - 20/01/2021, , Admitted by: Self, Date of Admission: 20/01/2021, Place of Admission of Execution: Office </td> <td>  Jan 20 2021 12:56PM </td> <td>  LTI 20/01/2021 </td> <td>  20/01/2021 </td> </tr> </tbody> </table> <p>3 No. Mahajati Nagar,, P.O:- Agarpara, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700109, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ANNAPURNA NIRMAN (as Partner)</p>	Name	Photo	Finger Print	Signature	Mr ASIM BOSE ROY Son of Mr Satya Ranjan Bose Roy Date of Execution - 20/01/2021, , Admitted by: Self, Date of Admission: 20/01/2021, Place of Admission of Execution: Office	 Jan 20 2021 12:56PM	 LTI 20/01/2021	 20/01/2021
Name	Photo	Finger Print	Signature						
Mr ASIM BOSE ROY Son of Mr Satya Ranjan Bose Roy Date of Execution - 20/01/2021, , Admitted by: Self, Date of Admission: 20/01/2021, Place of Admission of Execution: Office	 Jan 20 2021 12:56PM	 LTI 20/01/2021	 20/01/2021						
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr ANINDYA DAS Son of Mr Dilip Kumar Das Date of Execution - 20/01/2021, , Admitted by: Self, Date of Admission: 20/01/2021, Place of Admission of Execution: Office </td> <td>  Jan 20 2021 12:56PM </td> <td>  LTI 20/01/2021 </td> <td>  20/01/2021 </td> </tr> </tbody> </table> <p>Gaipur, Natun Para, P.O:- Gobordanga, P.S:- Habra, District:-North 24-Parganas, West Bengal, India, PIN - 743252, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ANNAPURNA NIRMAN (as Partner)</p>	Name	Photo	Finger Print	Signature	Mr ANINDYA DAS Son of Mr Dilip Kumar Das Date of Execution - 20/01/2021, , Admitted by: Self, Date of Admission: 20/01/2021, Place of Admission of Execution: Office	 Jan 20 2021 12:56PM	 LTI 20/01/2021	 20/01/2021
Name	Photo	Finger Print	Signature						
Mr ANINDYA DAS Son of Mr Dilip Kumar Das Date of Execution - 20/01/2021, , Admitted by: Self, Date of Admission: 20/01/2021, Place of Admission of Execution: Office	 Jan 20 2021 12:56PM	 LTI 20/01/2021	 20/01/2021						
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr KINGSHUK DAS Son of Mr Kanti Ranjan Das Date of Execution - 20/01/2021, , Admitted by: Self, Date of Admission: 20/01/2021, Place of Admission of Execution: Office </td> <td>  Jan 20 2021 12:57PM </td> <td>  LTI 20/01/2021 </td> <td>  20/01/2021 </td> </tr> </tbody> </table> <p>1 No. Surya Sen Nagar,, P.O:- Khardah, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700117, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : ANNAPURNA NIRMAN (as Partner)</p>	Name	Photo	Finger Print	Signature	Mr KINGSHUK DAS Son of Mr Kanti Ranjan Das Date of Execution - 20/01/2021, , Admitted by: Self, Date of Admission: 20/01/2021, Place of Admission of Execution: Office	 Jan 20 2021 12:57PM	 LTI 20/01/2021	 20/01/2021
Name	Photo	Finger Print	Signature						
Mr KINGSHUK DAS Son of Mr Kanti Ranjan Das Date of Execution - 20/01/2021, , Admitted by: Self, Date of Admission: 20/01/2021, Place of Admission of Execution: Office	 Jan 20 2021 12:57PM	 LTI 20/01/2021	 20/01/2021						



Identifier Details :

Name	Photo	Finger Print	Signature
Mr Avishek Podder Son of Mr Basudeb Podder Sriram Nagar, P.O:- Natagarh, P.S:- Ghola, Panihati, District:-North 24- Parganas, West Bengal, India, PIN - 700113			
	20/01/2021	20/01/2021	20/01/2021

Identifier Of Mr Ajoy Kumar Bose, Mr Tanmoy Kumar Bose, Mr ASIM BOSE ROY, Mr ANINDYA DAS, Mr KINGSHUK DAS

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Ajoy Kumar Bose	ANNAPURNA NIRMAN-1.84938 Dec
2	Mr Tanmoy Kumar Bose	ANNAPURNA NIRMAN-1.84938 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Ajoy Kumar Bose	ANNAPURNA NIRMAN-7.22563 Dec
2	Mr Tanmoy Kumar Bose	ANNAPURNA NIRMAN-7.22563 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr Ajoy Kumar Bose	ANNAPURNA NIRMAN-7.22563 Dec
2	Mr Tanmoy Kumar Bose	ANNAPURNA NIRMAN-7.22563 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Mr Ajoy Kumar Bose	ANNAPURNA NIRMAN-1.84938 Dec
2	Mr Tanmoy Kumar Bose	ANNAPURNA NIRMAN-1.84938 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Ajoy Kumar Bose	ANNAPURNA NIRMAN-1000.00000000 Sq Ft
2	Mr Tanmoy Kumar Bose	ANNAPURNA NIRMAN-1000.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Khardaha, Municipality: KHARDAH, Road: Bosepara Road, Mouza: Khardah, , Ward No: 14, Holding No:235/107 JI No: 2, Touzi No: 149 Pin Code : 700117

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 4343, LR Khatian No:- 7169	Owner:অজয় কুমার বসু, Gurdian:কৃষ্ণকান্ত বসু, Address:শিলা, Classification:বাগ, Area:0.03900000 Acre,	Mr Ajoy Kumar Bose
L2	LR Plot No:- 4344, LR Khatian No:- 7179	Owner:তানময় কুমার বসু, Gurdian:কৃষ্ণকান্ত বসু, Address:শিলা, Classification:বাগ, Area:0.28110000 Acre,	Mr Tanmoy Kumar Bose



L3	LR Plot No:- 4344, LR Khatian No:- 7169	Owner: অজয় কুমার বোস, Gurdian: কৃষ্ণচন্দ্র . Address: মিল , Classification: বাঘ, Area: 0.31060000 Acre,	Mr Ajoy Kumar Bose
L4	LR Plot No:- 4343, LR Khatian No:- 7179	Owner: তাম্র কুমার বসু, Gurdian: কৃষ্ণচন্দ্র বসু, Address: মিল , Classification: বাঘ, Area: 0.03510000 Acre,	Mr Tanmoy Kumar Bose



On 20/01/2021

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.

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

Presented for registration at 11:59 hrs on 20-01-2021, at the Office of the A.D.S.R. SODEPUR by Mr Ajoy Kumar Bose Alias Mr Ajoy Kumar Basu, one of the Executants.

Market Value (W.B. PU Rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,74,96,866/-

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

Execution is admitted on 20/01/2021 by 1. Mr Ajoy Kumar Bose, Alias Mr Ajoy Kumar Basu, Son of Late Purna Chandra Bose, Bosepara, Khardah,, P.O: Khardah, Thana: Khardaha, , City/Town: KHARDAH, North 24-Parganas, WEST BENGAL, India, PIN - 700117, by caste Hindu, by Profession Service, 2. Mr Tanmoy Kumar Bose, Alias Mr Tanmoy Kumar Basu, Son of Late Purna Chandra Bose, Bosepara, Khardah,, P.O: Khardah, Thana: Khardaha, , City/Town: KHARDAH, North 24-Parganas, WEST BENGAL, India, PIN - 700117, by caste Hindu, by Profession Service

Identified by Mr Avishek Podder, , Son of Mr Basudeb Podder, Sriram Nagar, P.O: Natagarh, Thana: Ghola, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Service

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

Execution is admitted on 20-01-2021 by Mr ASIM BOSE ROY, Partner, ANNAPURNA NIRMAN (Partnership Firm), 13/12/A/44 Shreyasi Apartment, 1st Floor,, P.O:- Khardah, P.S:- Khardaha, Khardah, District:-North 24-Parganas, West Bengal, India, PIN - 700117

Identified by Mr Avishek Podder, , Son of Mr Basudeb Podder, Sriram Nagar, P.O: Natagarh, Thana: Ghola, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Service

Execution is admitted on 20-01-2021 by Mr ANINDYA DAS, Partner, ANNAPURNA NIRMAN (Partnership Firm), 13/12/A/44 Shreyasi Apartment, 1st Floor,, P.O:- Khardah, P.S:- Khardaha, Khardah, District:-North 24-Parganas, West Bengal, India, PIN - 700117

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Execution is admitted on 20-01-2021 by Mr KINGSHUK DAS, Partner, ANNAPURNA NIRMAN (Partnership Firm), 13/12/A/44 Shreyasi Apartment, 1st Floor,, P.O:- Khardah, P.S:- Khardaha, Khardah, District:-North 24-Parganas, West Bengal, India, PIN - 700117

Identified by Mr Avishek Podder, , Son of Mr Basudeb Podder, Sriram Nagar, P.O: Natagarh, Thana: Ghola, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 6,021/- (B = Rs 6,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 6,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/01/2021 10:26AM with Govt. Ref. No: 192020210207918181 on 19-01-2021, Amount Rs: 6,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 315893601 on 19-01-2021, Head of Government Receipt Portal System No. 30-03-104-001-16



ASIM BOSE ROY
Partner

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 35,021/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 3226, Amount: Rs.5,000/-, Date of Purchase: 13/01/2021, Vendor name: Samir Samanta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/01/2021 10:26AM with Govt. Ref. No: 192020210207918181 on 19-01-2021, Amount Rs: 35,021/-,
Bank: AXIS Bank (UTIB0000005), Ref. No. 315893601 on 19-01-2021, Head of Account 0030-02-103-003-02



Indradip Ghosh
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal



ANNA PURNA NIRMAN
Asim Bose Roy
Partner

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2021, Page from 19003 to 19071

Being No 152400387 for the year 2021.



Digitally signed by INDRADIP GHOSH
Date: 2021.01.28 13:12:49 +05:30
Reason: Digital Signing of Deed.

(Indradip Ghosh) 2021/01/28 01:12:49 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.



(This document is digitally signed.)
ANNAPURNA NIRJAN
Anam Bose Roy
Partner