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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

B 680160

REPTED FOR THE PURPOSES OF THE
REGISTRATION ACT 1908 AND THE
REGISTRATION (AMENDMENT) ACT 1932
AND ALSO FOR THE PURPOSES OF THE
REGISTRATION (AMENDMENT) ACT 1932

Additional District Sub-Registrar
of Kalyani, Dist-Nadia

17 MAR 2015

DEVELOPMENT AGREEMENT :-

1. Date : 28th February, 2015.
2. Place : Kalyani, Nadia, West Bengal,
3. PARTIES :

3.1 (1) Sri Narendra Kumar Bose, son of Late Haripada Bose, by occupation Service, PAN No. AEHPB6220N, residing at A- 8/82, Kalyani, Post and under P. S. Kalyani, District Nadia, West Bengal, (2) Smt. Ruma Bose(Biswas), wife of Sri. Suman Biswas, by occupation Service, PAN No. ANJPB7340Q, residing at 79,

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bankim Chandra Roy Road, under P. S. Parnashree, Kolkata – 700034, West Bengal, (3) Smt. Usha Singh, wife of Sri. Anil Kumar Singh, by occupation Home maker, PAN No. ALPPS0877D, residing B – 14/146, Kalyani, Post and under P. S. Kalyani, District Nadia, West Bengal, (4) Sri. Anil Kumar Singh, son of Lt. Nageswar Singh, by occupation Business, PAN No. ALGPS3388A, residing at B – 14/146, Kalyani, Post and under P. S. Kalyani, District Nadia, West Bengal, (5) Smt Minu Bose, wife of Sri. Narendra Kumar Bose, by occupation Service, PAN No. ADPPB2678B, residing at A - 8/82, Kalyani, Post and under P. S. Kalyani, District Nadia, West Bengal, (6) Sri. Sidhartha Basu, son of Lt. Madan Mohan Basu, by occupation Service, PAN No. AMHPB2487R, residing at Hariharpur, under P. S. Barasat, District North 24-Pgs., West Bengal, all are by faith Hindu and by nationality Indian, hereinafter jointly referred to and called as the 'Land Owners' (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives) of the **First Part**.

3.2 "SRIRAM CONSTRUCTION" having its official address at A-8/97, Kalyani, P.O. Kalyani, Dist. Nadia, W.B. and is represented by it's sole proprietor/owner Sri. Saptarshi Saha, son of Sri. Mohan Lal Saha, by faith – Hindu, PAN No. BAYPS3644F, presently residing at A-10/100, Post Office & Police Station – Kalyani; District- Nadia; West Bengal hereinafter referred to and called as "THE DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**;

3.3 The "Owners" and "Developer" are collectively the parties to this Agreement.

WHEREAS by a Deed of Conveyance and at or for the consideration price therein mentioned, the Purchasers therein, the Owners herein, of the First Part and registered at the Additional District Sub - Registry Office at Kayani, District Nadia, the Owners purchased the below scheduled property and mutated their names as the land owners in the office of the B. L. & L. R. O., Chakdha, in place of the Vendor/Vendors (hereinafter referred to as the said land) fully described in the First Schedule hereunder written.

AND WHEREAS being thus seized and possessed of the said property the Owners jointly became the sole and absolute owners of ALL THAT the piece or parcel of the land containing by admeasurements an area of 54(Fifty four) decml. land in Dag No. 133 and 07(Seven) decml land in Dag No. 132. land be the same a little more or less, comprised in Krishnadebbati Mouza, J. L. No. 60, under Police Station and Municipality Kalyani, Additional District Sub - Registry Office at Kalyani, in the District of Nadia, more fully and particularly mentioned and described in the Schedule Property hereunder written.

AND WHEREAS the said Owners are desirous of developing and constructing G+4 Type Residential and Commercial Multi-Storied Buildings in accordance with the building plan to be sanctioned by the Kalyani Municipality. The Owners hereby declare that they have marketable title to the said property and it is not affected by any defect in the title and they have not taken any money against the said property nor entered into any agreement creating any right in the said property with any third party.

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AND WHEREAS upon the aforesaid representation of the said Owners and subject to verification of title of the Owners concerning the said landed property, the Developer has agreed to develop the said premises by constructing G+4 Type Residential and Commercial Multi-Storied Buildings at the said premises in accordance with the sanctioned building plan.

AND WHEREAS to record the terms and conditions agreed by and between the parties hereto, the Parties hereto have agreed to enter into an agreement (being these presents) in the manner hereinafter appearing.

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

1. **DEFINITION** : Unless there is anything repugnant to the Subject or Context:
- (a) The Owners means the persons and the ladies hereinabove named and their heirs, executors, administrators and legal representatives.
 - (b) The Developer means the proprietary concern and it's Owner and Proprietor hereinabove named and their heirs executors, administrators and legal representatives.
 - (c) The Building means the building or G+4 Type Residential and Commercial Multi-Storied Buildings to be constructed on the Schedule Property.
 - (d) The Building Plan means a plan prepared by the Architect appointed by the Developer for construction of G+4 Type Residential and Commercial Multi-Storied Buildings on the said property and sanctioned by Kalyani Municipality and/or other competent authorities.

2. **LICENSE TO DEVELOP:** The Owner/Promoters hereby entrusts, hand over and gives license to the Developer to develop G+4 Type Residential and Commercial Multi-Storied Building units and/or flats in accordance with the specification and plans, the rules and regulations in relation there to with the approval and/or sanction of the concerned authorities, at it's own cost expenses and arranging own finance at it's risks and responsibilities of the Developer.

3. **SHARING RATIO:** The covered area of the flat/flats of this G+4 Type Residential and Commercial Multi-Storied Building units shall be shared by the Owners and the Developers in 40% and 60% ratio of those said building/buildings as per the demarcation of the sanction plan. The Owners part and the Developers part will be decided mutually after the building plan has been sanctioned and before starting the construction. The Owners and the Developer part will be properly mentioned on an agreement and the agreement should be registered under the Additional District Sub-Registry Office at Kayani, District Nadia.

4. **SECURITY DEPOSIT MONEY:** In consideration of the Owners, having entrusted, giving license to the Developer to enter the property, to develop and construct G+4 Type Residential and Commercial Multi-Storied Building units thereon, the Developer has to pay to the Owners a total sum of rupees Rs. 40,00,000/- (Rupees Fourty Lakhs) only which shall be full and final security deposit money. The Developer has to pay the amount of Rs. 15,00,000/- (Rupees Fifteen Lakh) only as earnest money and the balance amount of Rs. 25,00,000/- (Rupees Twenty Five Lakh) only would be paid by the Developer to the Owners at the time of signing the Development Agreement and Development Power of Attorney. The said security amount shall be returned to the developer by the owners on the date of taking possession of the complete owners' allocation.

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Construction of the New Building: Construct the New building for residential and commercial purpose and after delivering to the Owners vacant possession of the Owners' Allocation, deal with the Developer's Allocation in any manner the Developer decides. The Developer shall, however, have the right to enter into agreements for transfer and booking of the flats/units under the Developer's allocation, prior to delivering possession of the Owners' allocation.

6. Commercial Exploitation: Deal with the Developer's allocation at its free will for making commercial gain for which the Owners shall have no connection whatsoever in respect of any commercial interest, liability etc.

7. Commencement and Tenure: This Agreement has come into force as from the date of signing these presents and shall continue till completion of the entirety within the period mentioned in clause 8 (Construction time) below unless terminated earlier.

8. Construction Time: The Developer will get the building plan sanctioned within 6 (six) months of this agreement and thereafter Developer will construct, complete and finish the proposed new building within a period of 60 (sixty) months from the date of taken the possession of the land and handover the owners allotted portion part by part within 5 years. Time of construction/execution shall be the essence of the contract.

9. Owners' Allocation/component: The Owners allotted part will be decided mutually after the building plan has been sanctioned and before starting the construction. The Owners and the Developer part will be properly mentioned and demarcated on an agreement and the agreement should be registered under the Additional Sub - Registry Office at Kayani, District Nadia. The flats under Owners' allocation shall be constructed, finished and delivered to the Owners in habitable condition in all respect at the cost and expenses of the Developer towards part consideration of the land share of the flats under Developer's Allocation.

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10. Common Portions: It is clarified that the Owners' allocation also includes undivided proportionate share in the common areas, amenities and facilities made available in the new building.

11. Developer's Allocation: After setting apart the Owners' allocation, the Developer shall be entitled to the remaining flats/units/apartments and Car Parking Spaces in the proposed G+4 building. The Developer's allocation shall be constructed and finished by the Developer at its own cost and expense, for and on behalf of itself and/or its constituents and/or nominees. The undivided impartible and singly non transferable proportionate share in the land of the said property in respect of the Developer's Allocation shall be conveyed by the Owners to the Developer and/or its constituents and/or nominees at its cost of the transferees in lieu of Owners' allocation and cash consideration as above.

12. Possession: On signing this agreement and on receipt of the cash consideration the Owners will handover peaceful vacant khas possession of the said property.

13. Custody of title Documents: On the date of signing this agreement and on receipt of the consideration of Rs.40,00,000.00 Lakh the Owners shall handover the Original Title Documents of the said property to the Developer for the purpose of the development work.

14. DEVELOPMENT POWER OF ATTORNEY: The Owners shall grant a registered Development Power of Attorney in favour of "SRIRAM CONSTRUCTION" and is represented by its sole proprietor/owner Sri. Saptarshi Saha, the Proprietor of the Developer concern for the purpose of obtaining sanction of the building plans and necessary permissions from different authorities in connection with the construction of the new building and in other words for all lawful purposes of development and sale of flats/units under Developer's allocation.

15. Further Acts: Notwithstanding grant of the aforesaid Development Power of Attorney, the Owners hereby undertake that they will execute as and when necessary, all papers, documents, plans etc. for the purpose of development of the said property.

15. Certified Copies: This Agreement and the Power of Attorney will be registered at the cost and expense of the Developer and will be at the custody of the Developer on understanding that the Developer will produce the Original documents as and when required by any authority.

16. Sanction of building plan: The Developer shall, at its own costs appoint an Architect of the Project and through the Architect, shall have the plans prepared and submitted to the Kalyani Municipality for sanction. The Developer, at its own costs and expenses shall have the plans for the new building sanctioned by the Kalyani Municipality.

17. Extension of time: In the event of any delay in completion of the project for any unforeseen reason the time may extend up to 6 (six) months. However, the Developer and the Owners shall take a mutual decision and decide an extra time frame if required, which is more than six months.

18. Electricity Connection: For permanent electric connection to the Flats/units/spaces in the New Building all the Flat owners including the Owners, the Developer and/or the intending purchasers of flats (collectively 'Flat owners') shall bear and pay all the necessary charges. However, if the owners wish to install or take any extra electric connection/facility for their own need from the standard facilities given to the other flat owners by the Developer, the additional cost shall and will be take care by the owners.

19. Utilities: The Developer at its own costs install and erect in the new building water pump, water storage tank, overhead reservoir, elevator, and shall take sewerage connection and electric connection etc. in the new building. However, DG set and/or Water Purifier may be installed at the request of the flat owners and for that the actual costs and charges are to be borne proportionate by the flat owners.

20. Modification: Any amendment or modification to the plans may be made or caused to be made by the Developer within the permissible limits of the Kalyani Municipality Rules. Provided however, alternation or modification to the interior part of the building may be made in the flats under Owners' allocation on request of the Owners in writing and for that the Owners shall bear the costs and expenses.

21. No Obstruction: The Owners shall not do any act, deed or thing whereby the Developer is obstructed or prevented from construction and completion of the new building.

22. Owners' Allocation/component: The Owners shall be entitled to transfer or otherwise deal with the Owners' allocation in any manner the Owners deems appropriate.

23. Developer's Allocation: Subject to handing over the physical possession of the Owners' Allocation, the Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation. It is however, understood that the dealings of the Developer with regard to the Developer's allocation shall be entirely at the risk and responsibility of the Developer and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities or legal liability upon the Owners and shall be subject to the provisions of this agreement.

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24. Transfer of Developer's Allocation: In consideration of the Developer constructing and handing over possession of the Owners' allocation to the Owners, the Developer shall sale and transfer (on the basis of Developer Power of Attorney to be given by the Owners to the Developer) the saleable areas under the Developer's allocation together with undivided proportionate share in the land with right to use the common service areas amenities and facilities of the new building in favour of the prospective purchasers of the Developer's allocation in such part or parts be required by the Developer and shall execute such number of Deeds of conveyance as may be required.

25. Cost of Transfer: The costs of such conveyances including stamp duty and registration expenses and all other expenses incidental or related thereto shall be borne and paid by the Transferees.

26. Relating to period prior to Possession: All rates, taxes and outgoings in respect of the said property relating to the period prior to this agreement will be paid by the owners.

27. Relating to period after Possession: On and from the date of signing of this agreement the Developer will bear and pay the property taxes of the said property till completion of the project.

28. On Completion of Project: From the date of making over possession of the Owners' allocation to the Owners in written, the Owners shall become liable and responsible for the proportionate rates and taxes and other outgoings with regard to the Owners' allocation. On the other hand the Developer and/or its transferees shall become liable and responsible for rates and taxes and other outgoings with regard to

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the Developer's allocation proportionately till new assessment from the end of the Kalyani Municipality.

29. COMMON RESTRICTIONS:

29.1 Applicable to Both: The Owners' Allocation and the Developer's Allocation in the new building shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the new building. Such restrictions shall be duly incorporated in the transfer deeds of the Owners' allocation to third parties and the Developer's allocation to third parties (all such third parties collectively Transferees), which shall include the following:

29.2 No Illegal Activity: No Transferee/Occupant of the flats/units in the new building shall use or permit to be used their units or any portion thereof other than residential purpose and for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.

29.3 No Demolition or alteration: No transferee/occupant of the new building shall demolish or permit demolition of any wall or other structure in their respective units or any portions, major or minor, without the written consent of the Association. However, internal modification within the unit without creating any effect on the structure of the new building or the common portions can be made by the respective Transferee/Occupant subject to the compliance of all existing rules including the building rules of the concerned authority. No Transferee/ Occupant of the new building shall alter the other elevation of any unit or the common portions without written permission of the Association, first had and obtained.

29.4 No transfer without Compliance: Neither the Owners nor the Transferees shall transfer or permit transfer of their respective units or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the Association to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned unit.

29.5 Compliance with Rules: The Owners and the Transferee/ Occupant shall abide by all laws, bye laws, rules and regulations of the Government and local bodies and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws rules and regulations.

29.5 Interior Maintenance: The Owners and the Transferee/Occupant 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 units in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep the other occupiers of the new building indemnified from and against the consequences of any breach.

29.6 Validity of Insurance: Neither the Owners nor the Transferee/ Occupants shall do or cause or permit to be done any act or thing which may render void and/or voidable any insurance of the new building or any part thereof and shall keep the other Transferee/Occupant of the new building harmless and indemnified from and against the consequences of any breach.

29.7 No Obstruction on Common Areas: Neither the Owners nor the Transferee/ Occupant shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the new building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the new building.

29.8 Cleanliness: Neither the Owners nor the Transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compound, corridors or any other portion or portions of the new building.

29.9 Rights of Entry: For the purpose of enforcing the common restrictions and ancillary purpose and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common portions and/or for any purpose of similar nature, the Owners and the Developer shall permit each other, with or without workmen, at all reasonable times, to enter into and upon the Owners' allocation.

30. OWNERS' OBLIGATION:

30.1 No Obstruction in Dealing with Developer's Allocation: The Owner's covenant not to do any act, deed of thing whereby the Developer may be prevented from selling and/or disposing of any part or portion of the Developer's Allocation till that time the Developer abides and maintains the parameters prescribed and agreed mutually and / or in this Agreement.

30.2 No Obstruction in Construction: The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Building till that time the

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Developer abides and maintains the parameters prescribed and agreed mutually and / or in this Agreement.

30.3 No Dealing with Premises: The Owners hereby covenant not to mortgage and/or charge the premises or any portions thereof without the consent in writing of the Developer, save the Owners' Allocation.

31. Developer's Obligation:

31.1 No Assignment: The Developer shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owners. However, the Developer, on consent in writing of the Owners, shall have the right to take financial partner into the project or take financial assistance from any Bank without infringing any right of the owners.

31.2 Statutory Obligation: All persons employed by the Developer for compliance of its obligations hereunder will be deemed to be employees of the Developer who shall be solely responsible for their emoluments and other statutory obligations and the Developer hereby agrees to keep the Owners indemnified in this regard. The Developer shall follow and maintain the statutory obligations like Income Tax, Service Tax, Labour Licence, Workmen Compensation Coverage, Safety Measures, etc. and is liable to produce those documents as and when the Owners demands for.

31.3 No Violation of Law: The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.

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31.4 No Obstruction in Dealing with Owners' Allocation: The Developer covenants not to do any act, deed or thing whereby the Owners may be prevented from selling and/or disposing the flat/unit under the Owners' allocation.

31.5 Parting with Possession after Delivery of possession of the Owners' component: The Developer hereby agrees and covenants with the Owners not to part with possession of the Developer's Allocation or any part or portion thereof until possession of the Owners' allocation is provided. However, this will not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation.

32. Owners' Indemnity:

32.1 Title: Subject to whatever is mentioned in this Agreement, the Owners shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owners hereby indemnifies and agrees to keep indemnified the Developer and the Transferees in this regard.

32.2 Developer's Allocation: The Owners hereby undertakes that the Developer shall always be entitled, to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the Owners and to this effect the Owners hereby indemnified and agrees to keep indemnified the Developer.

33. Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction of the new building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to

which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for such purpose and the Owners also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer. Provided that all such acts, deeds, matters and things do not in any way infringe, on the rights of the Owners and/or go against the spirit of this Agreement.

34. Further Acts: In view of successful and desired execution and completion of the said project the Parties herein shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

35. Taxation and Legal issues: The Owners shall not be liable for any Income Tax, Wealth Tax, Service 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 Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any income tax, wealth tax, service tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

36. Name of New Building: The name of the building shall be decided by the Developer in consultation with the owners and the same shall not be changed on any later date by any of the parties or their assigns.

37. FORCE MAJEURE:

37.1 Meaning and effect: Force majeure or Act of God shall mean and include the circumstances to which the parties hereto have no control that is storm, earthquake, civil commotion, riots, natural calamities etc. for which the progress of the construction may be held up in that case the time for completion of the building may be extended by mutual consent of the Owners and the Developer.

37.2 No Liability: The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

38. AMENDMENT OR MODIFICATIONS:

38.1 Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.

39. GOVERNING LAWS: The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this agreement, to ensure that there is no contravention. If there is any contravention, either party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body, etc. as a result of non compliance by either party, will be borne by the defaulting party.

40. NOTICE: Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered mail, with postage and registration fees thereon prepaid, on the 5th business day following delivery of such notice to the postal service or by express courier, on the 3rd business day following delivery of such notice to express courier, addressed as follows, unless any change in address is communicated in writing by the either party to the other.

41. PROOF : The Developer has satisfied itself about prima facie title to the said land belonging to the owners and the Developer reserves its right to further verify the title to the said land belonging to the Owners and also whether the said property is free from all encumbrances, charges, liens, trusts, lis pendens and/or any execution or attachment proceeding and/or prohibitory orders and/or any acquisition or requisition proceeding or scheme of any authority.

42. COMPENSATION FOR BREACH : Either of the parties herein committing any breach of these presents or any of the terms hereof or unduly delays performance of his obligations herein shall be liable to pay compensation to the party agreed.

43. RULES OF INTERPRETATION:

43.1 Headings: Headings have been inserted to various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.

44.2 Definitions: In this Agreement, the words put in brackets and in bold prints define the word, phrase or expression immediately proceeding.

44. ARBITRATION:

44.1 All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability save and except those specifically defined herein, shall be referred to the arbitration of SRI ANGSHUMAN ROY, Advocate, Kalyani Court, Nadia or any person nominated by his and that shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act, 1996 or any statutory modification or new enactment therein.

44.2 The place of Arbitration will be at Kalyani.

44.3 The parties hereto shall not commence any legal proceedings or to have any Receiver appointed in the 'said property' or the said 'new building' unless the same is first referred to Arbitration and the Arbitrator has given his award.

-: SCHEDULE "A" :-

(Description of the land)

ALL THAT piece and parcel of 54(Fifty four) dcml. land lying and situated in R.S. & L.R. Dag No. 133 and 07(Seven) dcml. land lying and situated in R.S. & L.R. Dag No. 132, L.R. Khatian No. 351, 741, 742, 743, 736 & 740, comprised in Krishnadebbati Mouza, J. L. No. 60, under Police Station and Municipality Kalyani, Additional District Sub - Registry Office at Kalyani, in the District of Nadia, with all easement rights, more fully and particularly mentioned and described in the following manner:

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On the North : House of Krishna Mahato & others.
On the South : Barrackpore Expressway, Panchayat Road & House
of Maya Sen.
On the East : House of Chaitali Mondal & 10 ft. Wide Road.
On the West : House of Haradhan Ghosh.

Share of Land of the Owner No. 1, i.e., Sri. Narendra Kumar Bose:

L.R. Khatian No. 351 - 13(Thirteen) dcml. land in R.S. & L.R. Dag No. 133
and 00 dcml. land in R.S. & L.R. Dag No. 132.

Share of Land of the Owner No. 2, i.e., Smt. Ruma Bose(Biswas):

L.R. Khatian No. 741 - 05(Five) dcml. land in R.S. & L.R. Dag No. 133 and
01(One) dcml. land in R.S. & L.R. Dag No. 132.

Share of Land of the Owner No. 3, i.e., Smt. Usha Singh:

L.R. Khatian No. 743 - 1(One) dcml. land in R.S. & L.R. Dag No. 133 .

Share of Land of the Owner No. 5, i.e., Smt. Minu Bose:

L.R. Khatian No. 742 - 07(Seven) dcml. land in R.S. & L.R. Dag No. 133 .

Share of Land of the Owner No. 6, i.e., Sri. Sidhartha Basu:

L.R. Khatian No. 736 - 13(Thirteen) dcml. land in R.S. & L.R. Dag No. 133.

Share of Land of the Owner No. 4, i.e., Sri. Anil Kumar Singh:

L.R. Khatian No. 740 - 13(Thirteen) dcml. land in R.S. & L.R. Dag No. 133.

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-: SCHEDULE "B" :-

(Common portions)

1. Areas:
 - a) Entrance and exists to the Premises and the New Building.
 - b) Boundary walls and main gate of the Premises.
 - c) Staircase, stair head room and lobbies on all the floor of the New Building.
 - d) Vertical Shaft.
 - e) Entrance lobby, electric/utility room, water pump room, generator room (if any).
 - f) Common installations on the roof.
 - g) Common lavatory.
 - h) Intercom Facility.
 - i) Covered sitting space for watchmen and ward staff for 24 hours.
2. Water supply, Plumbing and Drainage:
 - a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use).
 - b) Water supply system.
 - c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any unit/or exclusively for its use)
3. Electric Installation:
 - a) Electrical wiring and other fittings excluding only those as are installed within the exclusively any unit and/or exclusively for its use)
 - b) Lighting of the common portions.

- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- d) Elevator.
- e) Generator.
- 4. Others: Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the units in common by the Co-owner.

-:SCHEDULE "E" :-

(SPECIFICATION OF THE NEW BUILDING)

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the architect and including the following:-

Structure	Earthquake resistant R.C.C framed Structure
Walls	Conventional
Wall Finish	Interior: Putty finish Exterior: Weather coat paint
Flooring	
Bed room	Marble slabs/Vitrified tiles
Living/Dining	Marble slabs/Vitrified tiles
Kitchen	Counter granite top, kitchen Dado-ceramic tiles (2 ft above counter)
Toilet	Ceramic tiles and Dado upto 7' Marble slab/ vitrified tiles
Ground flr. lobby	Well decorated Lobby with granite tiles/ vitrified tiles
Stairs	Kota stone

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Door-Window
Door frame Malyasian sal wood duly seasoned & treated. Shutters of good quality
Window Anodised/Powder coated Aluminium with glazing
Electrical Adequate numbers of light, fan, T.V. Telephone and plug points of AC
points in bed rooms, living/dining room, geyser points in toilet & Kitchen
Switches Modular switches of Anchor/MK/Legrand or equivalent make, concealed
copper wiring of FR grade of ISI made
Sanitary Plumbing: CP fittings of Jaquar or equivalent make in Kitchen & Toilets,
Ceramic fitting of Hindware/Parryware or equivalent make
Elevator High speed Elevator of reputed make.

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the within mentioned security money of Rs. 15, 00, 000/- (Rupees Fifteen Lakhs) and Rs. 10, 00,000/- (Rupees Ten Lakh) vide RTGS as on 07/02/2015 and 21/02/15 from Sriram Constrcuti on account to the account of M/S Nageshwar Singh & Sons account. The rest of the amount of Rs. 15, 00,000/- (Rupees Fifteen Lakhs) will be paid via Allahabad Bank Cheques dated 28/02/2015 on the following manner.

1. Rs 500000/- (Five lakh) via chqeqe in favor of Usha Singh.
2. Rs.400000/- (Four lakh) via chqeqe in favor of Sidhartha Basu.
3. Rs.300000/- (Three lakh) via chqeqe in favor of Ruma Bose.
4. Rs. 300000/- (Three lakh) via chqeqe in favor of Minu Bose.

// 23 //

Door-Window
Door frame Malyasian sal wood duly seasoned & treated. Shutters of good quality
Window Anodised/Powder coated Aluminium with glazing
Electrical Adequate numbers of light, fan, T.V. Telephone and plug points of AC
points in bed rooms, living/dining room, geyser points in toilet & Kitchen
Switches Modular switches of Anchor/MK/Legrand or equivalent make, concealed
copper wiring of FR grade of ISI made
Sanitary Plumbing: CP fittings of Jaquar or equivalent make in Kitchen & Toilets,
Ceramic fitting of Hindware/Partyware or equivalent make
Elevator High speed Elevator of reputed make.

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the within mentioned security money of Rs. 15, 00, 000/- (Rupees Fifteen Lakhs) and Rs. 10, 00,000/- (Rupees Ten Lakh) vide RTGS as on 07/02/2015 and 21/02/15 from Sriram Construction account to the account of M/S Nageshwar Singh & Sons account. The rest of the amount of Rs. 15, 00,000/- (Rupees Fifteen Lakhs) will be paid via Allahabad Bank Cheques dated 28/02/2015 on the following manner.

1. Rs. 500000/- (Five lakh) via chqeqe in favor of Usha Singh.
2. Rs. 400000/- (Four lakh) via chqeqe in favor of Sidhartha Basu.
3. Rs. 300000/- (Three lakh) via chqeqe in favor of Ruma Bose.
4. Rs. 300000/- (Three lakh) via chqeqe in favor of Minu Bose.

// 24 //

The annexed two self-attested passport size photographs and impression of Ten fingers of the respective hands of **THE OWNERS AND THE DEVELOPER/PROMOTER** annexed here with in separate sheet, which do form the part and parcel of this Deed.

IN WITNESS WHEREOF the parties herein have signed sealed and delivered these presents on the day, month and year first above written.

**SIGNED SEALED &
DELIVERED**

In presence of :

Sujit Mondal
have witnessed above

Ashok Das -
B-14/KE-16/Kalyani

Signature of the Owners:

Narendra Kumar Bose

1. Owner No. 1, i.e., Sri. Narendra Kumar Bose:

Ruma Bose (Biswas)

2. Owner No. 2, i.e., Smt. Ruma Bose(Biswas):

Usha Singh

3. Owner No. 3, i.e., Smt. Usha Singh:

Minu Bose

4. Owner No. 4, i.e., Smt. Minu Bose:

ContdPage 25

1/25 //

Sidhartha Basu

5. Owner No. 5, i.e., Sri. Sidhartha Basu:

Anil Kumar Singh

6. Owner No. 6, i.e., Sri. Anil Kumar Singh:

Signature of the Developer:

SIRAM CONSTRUCTION

Sapfarsi Saha

Proprietor

Drafted and Prepared by,

Angshuman Roy

SRI ANGSHUMAN ROY

Advocate,

Kalyani Court, Nadia.

Enrolment No. F 1695/2001

-END-

SPECIMEN FORM FOR TEN FINGER PRINTS



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Naradon Kumar Bora



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Ruma Bose (Primas)



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Usha Singh

SPECIMEN FORM FOR TEN FINGER PRINTS



Anil Kumar Singh

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Anil Kumar Singh



Shweta Bora

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Shweta Bora



Sidhartha Bora

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Sidhartha Bora

SPECIMEN FORM FOR TEN FINGER PRINTS



CONSTRUCTION
Saptarshi Saha
 Proprietor

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

SRIRAM CONSTRUCTION
Saptarshi Saha



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Government Of West Bengal
Office Of the A.D.S.R. KALYANI
District:-Nadia

Endorsement For Deed Number : 1 - 01092 of 2015
(Serial No. 01116 of 2015 and Query No. 1303L000001573 of 2015)

On 28/02/2015

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

Presented for registration at 13.40 hrs on :28/02/2015, at the Private residence by Sri Narendra Kr Bose , one of the Executants.

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

Execution is admitted on 28/02/2015 by

1. Sri Narendra Kr Bose, son of Late Haripada Bose , A-8/82 Kalyani, Thana:-Kalyani, P.O. :-Kalyani, District:-Nadia, WEST BENGAL, India, By Caste Hindu, By Profession : Service
2. Smt Ruma Bose (Biswas), wife of Sri Suman Biswas , 79 Bankim Chandra Roy Road Kol-34, District:-South 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Service
3. Smt Usha Singh, wife of Sri Anil Kr Singh , B-14/146 Kalyani, Thana:-Kalyani, P.O. :-Kalyani, District:-Nadia, WEST BENGAL, India, By Caste Hindu, By Profession : House wife
4. Sri Anil Kr Singha, son of Late Nageswar Singh , B-14/146 Kalyani, Thana:-Kalyani, P.O. :-Kalyani, District:-Nadia, WEST BENGAL, India, By Caste Hindu, By Profession : Business
5. Smt Minu Bose, wife of Sri Narendra Kr Bose , A- 8/82 Kalyani, Thana:-Kalyani, P.O. :-Kalyani, District:-Nadia, WEST BENGAL, India, By Caste Hindu, By Profession : Service
6. Sri Sidhartha Basu, son of Late Medan Mohan Basu , Hariharpur, Thana:-Barasat, District:-North 24-Parganas, WEST BENGAL, India, By Caste Hindu, By Profession : Service
7. Sri Saptarshi Saha
Proprietor, Sniram Construction, A-8/97 Kalyani, Thana:-Kalyani, P.O. :-Kalyani, District:-Nadia, WEST BENGAL, India,
By Profession : Business
Identified By Ashok Das, son of Late Ananta Das, B-14/ K E-16 Kalyani, Thana:-Kalyani, P.O. :-Kalyani, District:-Nadia, WEST BENGAL, India, By Caste: Hindu, By Profession: Business.

(Amit Bandopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR OF KALYANI

On 17/03/2015

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 -4, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

(Amit Bandopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR OF KALYANI

17/03/2015 16:14:00

Endorsement Page 1 of 2
Additional District Sub-Registrar
of Kalyani, Dist-Nadia

Government Of West Bengal
Office Of the A.D.S.R. KALYANI
District:-Nadia

Endorsement For Deed Number : I - 01092 of 2015
(Serial No. 01116 of 2015 and Query No. 1303L000001573 of 2015)

Amount by Draft

Rs. 4407/- is paid , by the draft number 457390, Draft Date 03/03/2015, Bank Name State Bank of India, Nri Kalyani, received on 17/03/2015

(Under Article : B = 4389/- , E = 14/- , Excess amount = 4/- on 17/03/2015)

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs.-2,57,09,785/-

Certified that the required stamp duty of this document is Rs.- 40011 /- and the Stamp duty paid as: Impresive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty

1. Rs. 33000/- is paid , by the draft number 457639, Draft Date 12/03/2015, Bank : State Bank of India, Nri Kalyani, received on 17/03/2015
2. Rs. 2020/- is paid , by the draft number 457391, Draft Date 03/03/2015, Bank : State Bank of India, Nri Kalyani, received on 17/03/2015

(Amit Bandopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR OF KALYANI

(Amit Bandopadhyay)
ADDITIONAL DISTRICT SUB-REGISTRAR OF KALYANI

17/03/2015 16:14:00

Endorsement Page 2 of 2
Additional District Sub-Registrar
of Kalyani, Dist-Nadia

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

USHA SINGH

RAGHUBIR SINGH

10/06/1966

Panholder Account Number

ALPP508770

Usha Singh



यदि कार्ड खोने / चले कर कृपया सूचित करें / लॉस्ट /
आयकर पैन सेवा इकाई, एन एस डी एल
तीसरे मंजिल, सपोहारे चम्बोर,
नयाँ दिल्ली टेलिफोन एक्चेंज,
रंग, पिन-411045

If this card is lost / someone's lost card is found,
Please inform / return to:
Income Tax PAN Services Unit, NSDL
3rd Floor, Sapohare Chambers,
New Delhi Telephone Exchange,
Rang, Pin-411045

Tel: 91-21-2771 8180, Fax: 91-21-2771 8081
e-mail: pan@nsdl.co.in

Usha Singh

THE STATE OF CALIFORNIA
 DEPARTMENT OF REVENUE
 RECEIPT
 FOR THE YEAR 1951
 THE NAME OF THE TAXPAYER
 BARBARA BOSE
 THE TAX ACCOUNT NUMBER
 10-10-1051
 THE TAX OFFICE
 1051 10th St. S.F.
 SAN FRANCISCO, CALIF.
 COMMISSIONER OF INCOME TAX, W.S. - 10

TAXPAYER SIGNATURE
 Barbara Rose

Barbara Rose

वर्ग-१००००००० PERMANENT ACCOUNT NUMBER
AOPR28788

श्री १०००००००
MINI REDHOSE

श्री १००००००० FATHER'S NAME
SACHINDRA CHANDRA DUTTA

श्री १०००००००० DATE OF BIRTH
01-08-1957

श्री १००००००००
Mina Ranu Bose

श्री १०००००००००
COMMISSIONER OF INCOME-TAX, W.B. - XI

Mina Bose

वर्ग-संख्या संकेत PERMANENT ACCOUNT NUMBER
ADPH828788

श्री श्री श्री
श्री श्री श्री BOSE

श्री श्री श्री FARMER'S NAME
SACHINDRA CHANDRA DUTTA

श्री श्री श्री DATE OF BIRTH
01-03-1957

श्री श्री श्री
श्री श्री श्री, १३/४
COMMISSIONER OF INCOME-TAX, W.B. - XI

श्री श्री श्री
Mina Ranu Bose

Mina Bose

खासकर विभाग
SPECIAL DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RUMA BOSE

NARENDRA KUMAR BOSE

05/07/1978

Passbook Account Number

ANJPB7340Q

Ruma Bose
Signature



Ruma Bose (Biswas)



Saptarshi Saha

Certificate of Registration under section 50 and Rule 69.

Registered in Book - I
CD Volume number 3
Page from 4965 to 5004
being No 01092 for the year 2015.



(Amit Bandopadhyay) 18-March-2015
ADDITIONAL DISTRICT SUB-REGISTRAR OF KALYANI
Office of the A.D.S.R. KALYANI
West Bengal