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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Q.no - 0605-0000-884344/2019

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verified that Signature Sheet
Indorsement Sheets attached
herewith are part of the
document.

Addl. Dist. Sub-Registrar
SERAMPORE, HOOGHLY

HARE KRISHNA 21 JUN 2019

DEVELOPMENT AGREEMENT/CONSTRUCTION AGREEMENT

THIS AGREEMENT is made on this 18th day of June, in the
year Christ Two Thousand Nineteen (2019) **BETWEEN**

ANUMANS CONSTRUCTIONS PVT. LTD.

AnupSaha

Directors

ANUMANS CONSTRUCTIONS PVT. LTD.

SMT. ANITA DAS, Having Permanent Account No- **BYRPD6843C**, Aadhar No- 9529 2266 8011, wife of Late Bimal Krishna Das, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, (2) **SHRI. AMIT DAS**, having Permanent Account: **BIBPD4225N**, Aadhar No- 8117 1849 4550, son of Late Bimal Krishna Das, by faith- Hindu, by occupation- Business, by Nationality- Indian, both are residing at- 3/220/6 Dr. B.C.Roy Sarani, P.O- Morepukur, P.S- Rishra, District- Hooghly, Pin- 712250 in the state of West Bengal, hereinafter called the '**OWNER/VENDOR**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, legal representatives, successors and assigns) of the **FIRST PART**.

AND

ANUMANS CONSTRUCTIONS PRIVATE LIMITED, having Permanent Account Number- **AARCA0195J** being CIN No- **U45500WB2018PTC226567**, having its office at 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane P.O. Morepukur, P.S. Rishra, District - Hooghly, Pin- 712250, represented by its Directors namely **(1) SRI**

ANUP SAHA, having Permanent Account Number- **DQBPS3489F**, son of Late Balaram Saha, by Caste - Hindu, by Occupation -Business, by Nationality - Indian, of 97/1, Laxmi Polly, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250, (2) **SRI MANISH THAKUR**, having Permanent Account Number- **AMSPT8092R**, S/o. Anand Thakur, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250. (which expression shall unless excluded by or repugnant to the context mean and include its heirs, executors, successors, administrators, representatives and assigns) herein after called the "**DEVELOPER**" of the **SECOND PART**.

WHEREAS one Malina Rani Das, wife, of Late Shanti Ranjan Das became the absolute owner of one piece and parcel containing an area of 04 Katha 00 chattak and 00 sq.fts be a little more or less comprised in LOP No- 220, C.S.Plot No- 1804, Khatian No. 3433, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Ward No. 16 morefully described in the First

Schedule hereunder by a written virtue of a registered deed of gift which is recorded in Book No- 1, Volume No- III, Pages No- 253 to 258 ,Being number 143 for the year 1988 registered before the office of A.D.S.R Serampore under District- Hooghly.

AND WHEREAS the abovenamed Malina Rani Das died intestate on 29.06.1994, leaving behind his one daughter namely **Smt. Anjali Das, and three sons namely (1) Shri. Bimal Krishna Das (2) Shri. Kamal Das, and (3) Shri. Amar Das** as his legal heirs and successors in respect of his above mentioned First Schedule Property.

AND WHEREAS after the death of Malina Rani Das, her daughter and sons divided their share mutually by a Bengali Deed of Partition dated 23.03.2009, which is recorded in Book No. I, CD volume No. 3, Page from 10276 to 10296, being no. 02057 for the year 2009, the share has been divided morefully in the partition deed.

AND WHEREAS after the said Deed of partition dated 23.03.2009 the above named owner became the owner of ALL THAT piece and parcel of land measuring about 1 katha be a little more or less with 120 sq. ft of Tin Shed comprised in LOP No- 220, C.S.Plot No- 1804, Khatian No.

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Station- Rishra, District- Hooghly, Ward No. 16 morefully described in the First Schedule.

AND WHEREAS after the said partition the above named owner have mutated her name before the Rishra Municipality and generate her separate holding No. 3/220/6 Dr. B.C. Roy Sarani, 5th Lane, P.O- Morepukur, P.S- Rishra, District- Hooghly.

AND WHEREAS Bimal Kumar Das was died intestate on 04.07.2011 leaving behind his wife and sons i.e abovenamed land owners as his legal heirs and successors.

AND WHEREAS due to urgent need of money the Land Owners want here to exploit the said property by construction of a multi storied building upon the said land morefully and particularly mentioned in the schedule given below, subject to approval of building plan to be sanctioned by the local municipality,

AND WHEREAS the parties of the First part herein are the joint owners and occupiers now seized and possessed of and otherwise well and sufficiently entitled to all that the piece and parcel of Bastu land containing an area measuring about 01 Katha 00 chattak and 00 sq.fts be a little more or less together with old dilapidated structure standing thereon comprised with which is morefully and particularly

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described in the First Schedule hereunder written hereinafter referred to as the said property.

AND WHEREAS for security and to get more profit from the said property the Owners/ first party herein desirous to construct new masonry building upon the said property but due to lack of experience and stringency of finance were in search of a good, experienced and financially capable developer who could do the desired construction on the said property.

AND WHEREAS the second party being an experienced and financially capable developer approached the owners to enter into an agreement for developing the said property with a formulated scheme to do so and for that after having discussion regarding the terms and conditions of the agreement it has been settled that the terms and conditions should be fully embodied so that there should not be any confusion in the future towards the agreement and development of the said property however the developer shall start the construction after getting the building plan sanctioned from the authority of also after

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demolition of the existing structure standing thereon after making the property free from all encumbrances the materials arisen out from the demolition will be the developer property.

AND WHEREAS the present land owner have approached their desires to the Developer herein and the Developer also agreed to Develop the said property by constructing a multi storied building upon the said property of the Land Owner on the terms, conditions, consideration mentioned hereunder:-

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

Articles -I: Definitions

Unless in these presence it is repugnant to or inconsistent the following words and expression shall mean as hereinafter mentioned.

1.1 OWNERS shall mean the above named Owners/landlords and their heirs, executors, administrator, legal representative and assigns.

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1.2 DEVELOPERS shall mean the above named developer having respective office as would be required for such company and its successors-in- office.

1.3 THE PROPERTY shall mean the above mentioned and hereunder written comprised within morefully described in the schedule hereunder written.

1.4 THE BUILDING shall mean the building to be constructed on the said property in accordance with the building plan to be sanctioned by the authority of the cost of the developer.

1.5 THE UNIT shall mean the partly or wholly constructed flat apartment shop in the building which is agreed to be complete by the second party and also include a proportionate share in common portions of the said property and structure whatever the case may be.

1.6 PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY shall mean the ration between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the owners /landlord.

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1.7 THE COMMON PORTIONS shall mean and include the common portions to be made and erected for convenience of the intending purchaser and lawful occupiers.

1.8 THE ARCHITECT shall mean such architect or architects appointed by the developer as architect for the building or such other architect or architects as may be appointed by the developer.

1.9 SALEABLE SPACE shall mean the space in the building available for independent and occupation after making due provisions for common area and facilities and space required therefore.

1.10 OWNERS ALLOCATION shall mean the Owners share of the total sanctioned area to be made at the said property which is specifically mentioned in Second Schedule including proportionate share right, title and interest in common facilities including the right of using to the undivided proportionate impartable share in the land.

1.11 DEVELOPERS ALLOCATION shall mean the balance constructed area after deducting owners allocation out of the total construction to be made at the said property together with proportionate share right, title and interest in common facilities and amenities with right of using the terrace as per their ratio on prorate

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basis and also with right to the undivided proportionate in part able share in the land with all rights of the developer to negotiate for sale out the said portion either to the intending purchased or purchasers for adjustment of its expenditure and investment of the finance for raising the said construction at the said property as per the sanctioned plan be the party to save and except owners allocation.

1.12 TRANSFER WITH ITS GRAMMTICAL VARIATIONS shall mean adopted for effecting what is understand as a transfer or undivided share of land in multi storied building to purchasers thereof by execution and registration deed or deeds of conveyance in accordance with the provisions of law in this behalf by the owners in favor of the purchasers on receipt of consideration.

1.13 TRANSFEREE shall mean the person or persons, firm, limited; company or association of person to whom any space in the building shall be transferred.

1.14 WORD IMPORTING SINGULAR shall include plural and vice-versa.

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1.15 WORD IMPORTING MASCULINE GENDER neutral genders, likewise, words importing feminine gender shall mean and include masculine and neutral gender and similarly words importing neutral gender shall include masculine and feminine gender,

1.16 THE DATE OF DELIVERY shall mean and include this the 24 months from the date of Sanction of the building plan, and further period of 6 months be extended to that effect if required. the owners handing over peaceful and khas possession of the property to the developers from the date of this Agreement This agreement will always be Treated as the receipt of handing over absolute and khas possession to the developers. On the other hands as and when the construction will be made and the developers will be handed over the owners allocation as agreed by and between the parties of these present shall be noted as delivery of possession to the Owners upon new construction to the time of owners allocation and in that case owners receipt or document shall be obtained and executed by and between the parties herein.

1.17 SANCTIONED PLAN shall mean and include the new building plan to be sanctioned by the competent authority,

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Article -II: Commencement:

2.1 This agreement shall be deemed to have commenced on and from the date of execution of these presents .

Article -III: Owners' right and representation :

3.1 The Owners is absolutely seized and possessed of and otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it,

3.2 That excepting the owners nobody else have any right title and interest. Claim or demand whatsoever or however into or upon the said First schedule property.

3.3 The said property is free from all encumbrances, charge, liens, lispendents, attachments, trusts whatsoever or howsoever.

3.4 There is no excess vacant land in the said property within the meaning of the Urban Land (Ceiling & Regulation) Act. and the Developer is fully satisfied with the marketable title of the owners,

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- 3.5 That the total area comprised in the said property is 01 Katha 00 chitakks, 00 sq.ft more or less.
- 3.6 That the owners undertakes to handover the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property by the Second party/developers.
- 3.7 That the owners further undertake to execute one General Power of Attorney in favour of the Second Party/Developer where by land owners will give the developer all the power required for the purpose of making such construction on their own risk and cost as well as the power to negotiate for and make register deeds documents.
- 3.8 That the **Developer** will hand over 1(One) Flat to the Landowners which is divided into (One flat measuring an Super built up area of 780 sq. Ft, more or less front side municipal road facing in Third floor , with a Consideration amount of Rs. 8,00,000.00/- (Rupees Eight Lakh) only and flat will contain Three Bed Room, One Varandah, One Bath Room attached and single bathroom, One Kitchen and a Drawing and Dinning

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Dinning Room and 6 inch skirting will be covered by MARBLE and white Glazed Tiles will be fixed upto 6 ft. Height in the bathroom. The kitchen will be decorated by the black stones, GLAZED TILES and CABINET. The door in the main entrance will be made by sal wood with collapsible gates. The rest door will be made by Ply wood of flush wood. The Aluminum windows will be covered by smoke glass. There will be Red Primer Colour in all windows and grills. The wall of the total flat will be finished by plaster of paris but there will be no Colour. There will be all plumbing works and fittings including standless white basin and sink in the bathroom and kitchen. There will be conceal wiring and 25 electric points will be provided by the Developer.

Article-IV: Developer's Right :

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4.1 That on the power and by virtue of this agreement, the Developers/Second Party is hereby empowered to raise the construction at the above mentioned property investing their own finance and resources and undertake to erect the said building as per

the building plan. The developer will bear the cost of building plan, soil testing and whatever expenses necessary for sanction of building plan.

4.2 That the Second Party is hereby empowered to suitably modify or alter/revised the sanction plan as and when required and submit the same for approval of the and the entire costs shall be born by the Second Party/Developer alone.

4.3 That the Second Party/Developer herein for the purpose of raising the construction shall have their rights to enter into agreement for sale, and other deed of Indenture of flats etc. in respect of their own allocation up to the limit of built up area, as mentioned above. In that effect they will be entitled to receive the earnest money from the intending purchaser but at all material times, the owners shall not be liable for such money or earnest money, and the said earnest money accepted by the Second Party /Developer shall remain charge only with the developer share and to that effect also the owner share to the tune of construction area, as mentioned above, remain unaffected and

non-charged and no purchaser shall have right to construct or interfere with the portions of the owners for any misappropriation of any money by the Second Party/Developer or for any deal nor they shall have any right to seek any order of injunction from any court in respect of the owner share to the tune, as mentioned above out of the total built up area.

4.4 The Developer/Second Party shall be entitled to appoint their own labour, mason, contractor, builder, engineer, architect for necessary raising of the new construction but in doing so all expenses with regard to such appointed person shall be borne by the second party/developer and all the risk and liability together with all responsibility leading to specification and quality of construction shall remain with the developer/second party and to that effect the owner/first party shall never be liable or responsible for any debts, payment, misappropriation of any money or anything whatsoever, eventuality takes place at the time or after construction completed and handover to the prospective purchasers the developer/second party shall also remain liable for any litigation or for any matter relating to the building.

4.5 The developer/second party shall have the right to register the deed of conveyance in respect of their own allocation as mentioned above, after handing over allocation to the owners first, as mentioned above, as well as at all material time, the said power together with allowing possession to the intending purchaser or purchasers can be made or done and the owners Allocation, as mentioned above, will be handed over to them within 24 month from the date of Sanction of the Building plan and further period of 6 months be extended to that effect if required..

4.6 The owners in this regard convey a Registered Power of Attorney in favor of the developer/second party subject to the right of cancellation far breach of contract by the developer or for developer any act detrimental to the interest of the owners.

4.7 That the Landowners/First Parts will handover the original deeds and all documents related to the First Schedule Property to the **Developer** with the execution of this Agreement and these documents will remain in custody and possession of the **Developer** subject to

completion of first schedule property and shall not interfere during the construction period in any manner whatsoever and the Developer will handover the Original Documents to the Building Committee/ Association after completion of the First Schedule Property.

Article-V: Apparent Consideration:

5.1 That in consideration of the agreement the owners to allow the developer/second party to construct the building at their own property, it is hereby settled that the owners shall receive the following :-

- (i) Sanctioned area as described in the schedule "B" out of the total constructed area to be constructed in the below mentioned schedule property.

ARTICLE-VI: Developer's right and representation

6.1 The developer hereby undertake the responsibility to get the plan sanctioned from the Authority of Rishra/other respective Municipality and start construction of the building and to complete

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the whole complex according to the agreement within 24 months from the date of sanction of the Building plan and within this time the developer shall give complete possession of the owners allocation as mentioned above.

6.2 To prepare and cause the said plan to be sanctioned and to incur and bear all costs. Charge and expenses for preparation, design and sanctioning of the said plan by the developer.

6.3 At their own to obtain all necessary permission and approval and consent.

6.4 To incur and pay all costs, charge and expenses for obtaining the permission from the Authority/Authorities concerned.

6.5 To bear all costs charge and expenses for construction of the building at the said premises including amalgamation and soil testing.

6.6 To allocate the owners allocation respectively in proportion of their present measurement of land in the building to be constructed.

Owners will get the area as mentioned above and the same will be allotted as mentioned above.

Article - VII: Owners' Allocation :

7.1 The Developer shall at their own cost construct, erect and complete the building in all respect for making it a decent habitable unit and shall allocate the owners their allocation mainly of the built up area as described above with the right, title, interest in common facilities and amenities at the said premises together with the authority as transferor towards sale, lease, Gift, Assign, Arbitrage, etc.

Article - VIII: Developer's Allocation:

8.1 In consideration of the above, the developer shall be entitled to the remaining balance space of the constructed area to be constructed at the said premises together with the proportionate undivided share on the said land with the right of user of common facilities and amenities and the developers shall be entitled to enter into agreement for sale and transfer in their own name or in the name of their Nominee and to receive and realize and collect all moneys in respect thereof and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement, it shall be

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the obligatory on the part of the developer to obtain consent of the owners as confirming Party.

Article - IX: Procedure:

9.1 The owners shall grant to the developer a Registered General Power of Attorney as may be required for the purpose of obtaining the sanction of the plan and all other necessary permission from the different authorities in connection with the construction of the building and also for pursuing the follow up of the matter with the statutory body and other authorities.

Article -X: Construction :

10.1 The Developer shall be solely and exclusively responsible for construction of the said building.

Article -XI: Building:

11.1 The Developer shall at their own cost construct, erect and complete the building and the common facilities and also amenities at the said Premises in accordance with the plan with

good and standard quality materials THAT the Developer shall obtain the sanction of multi storied building plan at his own cost having sanctioned area and the developer shall be entitled to make further construction at the top roof of the building if permitted by law.

11.2 The Developer shall and erect in the said building at their own as per the specification and also as per drawings provided by the Architect, Pump wafer storage tanks, Overhead Reservoirs, Electrification, Permanent Electric Connection from the Electric Supply Authority and electrification in the building and also in the respective flats through electrical wirings and other facilities as are required to be provided in a multi storied building in the locality on ownership basis or otherwise.

A 11.3 The Developers shall bear the entire cost of construction including Architect fees and for building plan to be sanctioned from the authority of Municipal without creating any financial or other liabilities on the owners regarding the constructed.

11.4 The developer shall complete the building with outside plastering and inside the building in a total complete condition and handover the owners allocation within 24 months from the date of execution of this Development Agreement.

Article-XII: Common Facilities :

12.1 The Developer shall pay and bear all Municipal Taxes and other dues and impositions and outgoing in respect of the said premises accruing due as and from the date of sanction of the building plan till handover of the possession within the stipulated period in favour of the owners as well as other flat owners. But if any dues made by the Developer of the previous due all such payment shall be adjusted from the owners allocation or the owner will refund the same without interest to the developer before the handing over possession the owners allocation by the developer in the newly constructed building.

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12.2 After the completion of the total construction, the Developer and the owners including their respective assigns will bear the cost of common facilities and maintenance charge like cost of lift, if any, Durwans, pump Motor and Electric Charge in the common areas in proportion of their respective possession including proportionate share of premises for the insurance of the building, if any, water, fire and scavenging charge etc.

Article-XIII: Legal Proceedings :

13.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend all action, suit and proceedings, which may arise in respect of the Development of the said premises after executing of this agreement and all costs, charges and expenses incurred.

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13.2 That the Owners shall be liable and responsible for litigation, if any pending or arose due to defects on title in respect of their portion or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the Developer will be entitled to

get compensation and cost of litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern then the delay in respect of delivery of possession of the owner allocation shall not be considered the delay on the part of the Developer.

Article -XIV: Developer's Indemnity :

14.1 The Developer hereby undertake to keep the all Third Party claim and actions arising out of any sorts of act of commission of the Developer or relating to the construction of the building,

14.2 The Developer hereby undertake to keep the owners indemnified against all acts, suit, costs, proceedings and Claims that may arise out of the Developer actions with regard to the Development of the said building and in the manner of construction of the said building and any defect therein.

Article - XV: Miscellaneous :

15.1 The owners and the Developer have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and the owners or as a Joint Venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association of persons.

15.2 The owners hereby undertake to do all such acts, deeds, matter, and things that may be reasonable required to be done in the matter and the owners shall execute any such additional Power of Attorney and Authorization in favour of the Developers for the purposes and the owner also undertake to sign and execute all such additional applications and other document as the case may be provided that all such acts, deeds, and matter and things do not in any way infringe on the right of owners and against the spirit of this agreement.

15.3 The Developers in consideration with the owners shall frame a scheme for the Management and administration of the said

building and common part thereof. The owners as also the Developers hereby agree to abide by the Rules & Regulations of such management Society, Association Holding Organization and hereby give their consent to abide by the same, the Developers shall also conform the specification of the building materials and fittings and mode of flooring, plastering, coloring, wiring, etc. with the owners in details on agreed terms.

15.4 It is expressly agreed by the owners that at all times they will not cancel the said agreement without showing any reasonable ground against this agreement of Developers.

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15.5 As and from the date of completion of the building. The Developer and their transferees and the owners and their transferees and their successor shall each be liable to pay and bear proportionate charges on account of ground rent and Wealth Tax and other taxes payable in respect of their respective areas and share of the built up area.

- 15.6 There is no existing Agreement regarding Development or sale of the said premises and that all other arrangement, if any, prior to this agreement have been canceled and are being suspended by this agreement.
- 15.7 It is expressly agreed by and between the parties hereto that the right, title and interest over and above the top roof will be in the custody with the owners and the developer as per their above ratio.
- 15.8. If Municipal Corporation authority or any other concerned authorities grants further sanction, owners can construct further construction on the top floor of the building at their costs and expenses only but first preference shall be given to the instant developer.
- 15.9 The developer will construct boundary wall and at that time, if any dispute arises, the developers will inform the same to the owners and the owners will settle the dispute.

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15.10 The first parties will hand over all original documents of all the requisite documents to the Second party upon receipt and the second party will return back the same to the first parties upon expiry of this agreement.

15.11 The Second party will not be allowed to do any type of immoral activities whereby the owners as well as the neighbourers are prejudicially affected.

15.12 This agreement is bound upon all the legal heirs and successors of both the parties.

15.13. All document shall be approved by the Developer Advocate.

15.14. That the Developer will pay the rent of landowner till the completion of the said land and/or handover the possession of the said mentioned flat.

Article - XVI: Force Majeure:

16.1 The developer shall not be considered to be liable to any obligations hereunder to the extent that the performances of the relevant obligation are prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

16.2 Force Mejeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike and other act or commission beyond the reasonable control of the developer.

Article -XVII : Arbitration :

17.1 If any time any dispute shall arise 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 of any of the parties under this agreement. The same shall be settled across the table by both the parties Advocate.

THE FIRST SCHEDULE AS REFERRED TO HEREINABOVE.

ALL THAT piece and parcel of "Bastu" land measuring an area about **01 Katha 00 chattak and 00 sq.ft**s be a little more or less and with 120 sq.ft. R T SHED structure, comprised in **LOP No- 220, C.S.Plot No- 1804, R.S. Dag No- 8024, Khatian No. 3433, L.R. Dag No-12516, L.R. Khatian No- 8425, J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly,**

Ward No. 16, Mouza- Rishra, corresponding Municipal Holding No. 3/220/6A Dr. B.C. Roy Sarani 5th Lane, P.O- Morepukur, P.S- Rishra, under the ambit of Rishra Municipality under District – Hooghly in the State of West Bengal butted and bounded as follows:-

ON THE NORTH : Others property

ON THE SOUTH : Municipal Road

ON THE EAST : Others property

ON THE WEST : others property

THE SECOND SCHEDULE AS REFERRED TO HEREINABOVE:

LAND OWNER ALLOCATION.

ALL THAT part and parcel of a Flat facing front side in Third Floor front side, measuring an Super built up area of 780 sq.ft more or less; consisting of Two Bed Rooms, One Dinning, One Kitchen, One Attached Toilet and with Single Bathroom, with a Balcony, and with a consideration amount of Rs. 8,00,000.00/- (Rupees Eight Lakh) only

Thousand) only in the said proposed building constructed at the First Schedule.

THE THIRD SCHEDULE AS REFERRED TO HEREIN ABOVE

DEVELOPER ALLOCATION

In consideration of the above except land owners allocation the Developer herein above shall be entitled to get all that the remaining portion of built up area in the said multistoried building to be constructed thereon in the said plot of land clearly mentioned in the First Schedule, together with the proportionate share in the common facilities.



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IN WITNESS WHEREOF the parties hereto has executed and delivered these presents on the day, month and year first above written.

WITNESSES:-

1. Biswakarma Kamm
3/216/A/12
Dr. B.C. Roy Sanani
Rishma Hooghly

Armit Das
Amela Das

Signature of the Landowners

2. Satish Sharma
3/216/A/12
Dr. B.C. Roy Sanani
Rishma Hooghly.

ARUNAS CONSTRUCTION PVT. LTD.

Manish Thakur
Anupama

Signature of the Developer.

Drafted by me :-

Anand Jha

Anand Jha

Advocate.

Anand Jha
Advocate
Enrol No: F/893/702/2015

Received an amount of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only out of Rs. 8,00,000/- (Eight Lakh Only)

MEMO OF CONSIDERATION

| SL.NO | PARTICULARS | AMOUNTS |
|-------|--|-------------------|
| 1. | At the time of execution of Agreement. | Rs. 1,50,000.00/- |
| 2. | After 3months of this Agreement | Rs. 2,00,000.00/- |
| 3. | After 1 years of this Agreement. | Rs. 2,00,000.00 |
| 4. | At the time of possession. | Rs. 2,50,000.00/- |
| | Total | Rs. 8,00,000.00/- |

WITNESSES:

1. *Satish Sharma*






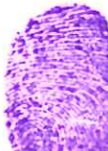



























2. *Bhagwan Ram*

Amit Das

Anita Das

SIGNATURE OF LANDLORD

| | |
|---------|--------------------------|
| Sl. No. | Signature of the Parties |
|---------|--------------------------|

| | | | | | |
|---|---|---|--|---|---|
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| Anila Das | | | | | |
|  | (Left Hand) | | | | |
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| | (Right Hand) | | | | |
| | Thumb | Fore | Middle | Ring | Little |
| |  |  |  |  |  |
| Manish Thakur | | | | | |
|  | (Left Hand) | | | | |
| | Little | Ring | Middle | Fore | Thumb |
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| | (Right Hand) | | | | |
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| Ankit Das | | | | | |

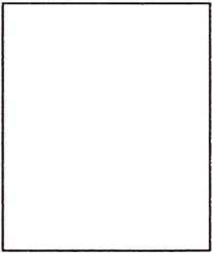
| | |
|----------------|---------------------------------|
| Sl. No. | Signature of the Parties |
|----------------|---------------------------------|



Anup Singh

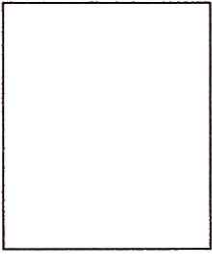
| (Left Hand) | | | | |
|-------------|------|--------|------|-------|
| Little | Ring | Middle | Fore | Thumb |
| | | | | |

| (Right Hand) | | | | |
|--------------|------|--------|------|--------|
| Thumb | Fore | Middle | Ring | Little |
| | | | | |



| (Left Hand) | | | | |
|-------------|------|--------|------|-------|
| Little | Ring | Middle | Fore | Thumb |
| | | | | |

| (Right Hand) | | | | |
|--------------|------|--------|------|--------|
| Thumb | Fore | Middle | Ring | Little |
| | | | | |



| (Left Hand) | | | | |
|-------------|------|--------|------|-------|
| Little | Ring | Middle | Fore | Thumb |
| | | | | |

| (Right Hand) | | | | |
|--------------|------|--------|------|--------|
| Thumb | Fore | Middle | Ring | Little |
| | | | | |

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

ANITA DAS

KHARAGBAHADUR CHATHI

07/07/1970

Income Tax, Colaba, Mumbai

EV/RP/D6893C

Printed by

Signature



ভারত সরকার
Government of India



অনিতা দাস
Anita Das
পিতা : খড়গ বাহাদুর চট্টোপাধ্যায়
Father : KHARAG BAHADUR CHATRI
জন্মতারিখ / DOB : 01/01/1970
স্বামিনা / Female



2688 5644 2367

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

ঠিকানা:
3/220/6, বি সি রায় সরানী,
মোড়পুকুর, রিশ্রা, হুগলী,
মোড়পুকুর, পশ্চিমবঙ্গ, 712250

Address:
3/220/6, B C ROY SARANI,
MOREPUKUR, Rishra, Hooghly,
Morepukur, West Bengal, 712250

2688 5644 2367

1847
1800 300 1047

help@nidai.gov.in

www.nidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMIT DAS

BIMAL KRISHNA DAS

14/06/1992


Permanent Account Number


BIBPD4225N

Amit Das
Signature




02032012


 Government of India
 Government of West Bengal




অমিত দাস
 Amit Das
 পিতা : বিমল কৃষ্ণ দাস
 Father : BIMAL KRISHNA DAS
 জন্মতারিখ / DOB : 14/06/1992
 পুরুষ / Male



8117 1849 4550


আধার - সাধারণ মানুষের অধিকার


 Unique Identification Authority of India

ঠিকানা:
 3/220/6, বি সি রায় সরানী,
 মোড়পুকুর, রিশ্রা, মোড়পুকুর,
 হুগলী, পশ্চিমবঙ্গ, 712250

Address:
 3/220/6, B C ROY SARANI,
 MOREPUKUR, Rishra,
 Morepukur, Hooghly, West
 Bengal, 712250

8117 1849 4550

आयकर विभाग
INCOME TAX DEPARTMENT
ANUP SAHA
BALARAM SAHA
08/12/1977
DCERS3489F
भारत सरकार
GOVT OF INDIA

ANUP SAHA



ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1040/20554/02116

To
অনুপ সাহা
Anup Saha
97/1 LAXMIPALLI
Rishra
Morepukur
Sarampur Uttarpara Hooghly,
West Bengal, 712250
40653903
MN406039031FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

5738 1440 1677

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

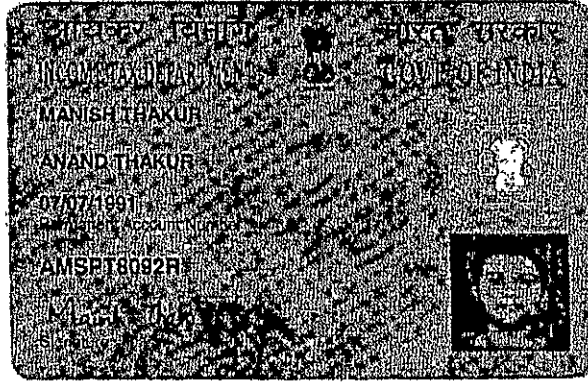


অনুপ সাহা
Anup Saha
মাতা : প্রতিভা সাহা
Mother : Pratiba Saha
জন্মতারিখ / DOB : 10/03/1972
পুরুষ / Male



5738 1440 1677

আধার - সাধারণ মানুষের অধিকার





ভারত সরকার
Unique Identification Authority of India
Government of India

অনুলিপিকৃত আইডি/Enrollment No. : 1040/20117/00786

To
MANISH THAKUR
 মনিষ ঠাকুর
 86
 M.M.B.STREET
 Barabazar H.O
 Barabazar, Kolkata
 West Bengal - 700007



KL191680475DF

19168047



আপনার আধার সংখ্যা/ Your Aadhaar No. :

4608 3217 7326

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



মনিষ ঠাকুর
MANISH THAKUR
 পিতা: অক্ষয় ঠাকুর
 Father : ANAND THAKUR
 জন্ম সাল/Year of Birth: 1991
 লিঙ্গ/Male

4608 3217 7326

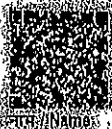


আধার - সাধারণ মানুষের অধিকার

आयकर विभाग
INCOME TAX DEPARTMENT

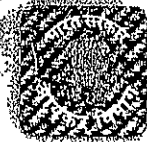


भारत सरकार
GOVT OF INDIA



भारतीय खाता संख्या
Pan/Account Number

AARCA0195J



नाम/Name
ANJMANI CONSTRUCTORS PRIVATE LIMITED

निर्माण/गठना की तारीख
Date of Incorporation/Formation
14/08/2018

15953118

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

GRN: 19-201920-002568955-1

Payment Mode Online Payment

GRN Date: 15/06/2019 12:38:10

Bank : State Bank of India

BRN : IK0ABZPMO7

BRN Date: 15/06/2019 12:38:57

DEPOSITOR'S DETAILS

Id No. : 06050000884344/2/2019

[Query No./Query Year]

Name : ANAND JHA

Contact No. :

Mobile No : +91 9903605191

E-mail : anandjha.co@hotmail.com

Address : 3A GARSTIN PLACE 7TH FLOOR

Applicant Name : Mr Anand Jha

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 | 06050000884344/2/2019 | Property Registration- Stamp duty | 0030-02-103-003-02 | 51 |
| 2 | 06050000884344/2/2019 | Property Registration- Registration Fees | 0030-03-104-001-16 | 7514 |

Total

7565

In Words : Rupees Seven Thousand Five Hundred Sixty Five only

Major Information of the Deed

| | | | |
|--|--|--|------------|
| Deed No : | I-0605-02618/2019 | Date of Registration | 24/06/2019 |
| Query No / Year | 0605-0000884344/2019 | Office where deed is registered | |
| Query Date | 11/06/2019 3:54:36 AM | A.D.S.R. SREERAMPUR, District: Hooghly | |
| Applicant Name, Address & Other Details | Anand Jha 3A Garstin Place 7th Floor, Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 9903605191, Status : Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4311] Other than Immovable Property, Receipt [Rs : 8,00,000/-] | | |
| Set Forth value | Market Value | | |
| | Rs. 5,36,000/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 5,051/- (Article:48(g)) | Rs. 8,014/- (Article:E, E, B) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :



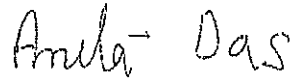


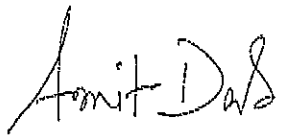
District: Hooghly, P.S:- Serampur, Municipality: RISHRA, Road: Bidhan Ch. Roy Sarani, Mouza: Rishra JI No: 27, Pin- Code : 712250

| Sch No | Plot Number | Khatian Number | Land Use Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|----------------------|------------------|----------------|-------------------|---------|----------------|-------------------------|-----------------------|---------------------|
| L1 | LR-12516 (RS :-) | LR-8425 | Bastu | Bastu | 1 Katha | | 5,00,000/- | Property is on Road |
| Grand Total : | | | | | 1.65Dec | 0 /- | 5,00,000 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|--|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 120 Sq Ft. | 0/- | 36,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 120 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete | | | | | |
| Total : | | 120 sq ft | 0 /- | 36,000 /- | |

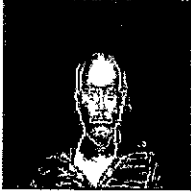

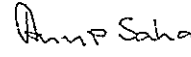


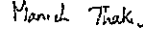
Land Lord Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | |
|--|--|--|---|---|
| 1 | Name Smt ANITA DAS Wife of Late Bimal Krishna Das Executed by: Self, Date of Execution: 18/06/2019 , Admitted by: Self, Date of Admission: 18/06/2019 ,Place : Office | Photo  | Finger Print  | Signature  |
| | | 18/06/2019 | LTI 18/06/2019 | 18/06/2019 |
| 3/220/6 Dr. B.C.Roy Sarani, P.O:- Morepukur, P.S:- Rishra, District:-Hooghly, West Bengal, India, PIN - 712250 Sex: Male, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BYRPD6843C, Status :Individual, Executed by: Self, Date of Execution: 18/06/2019 , Admitted by: Self, Date of Admission: 18/06/2019 ,Place : Office | | | | |
| 2 | Name Shri AMIT DAS (Presentant) Son of Late Bimal Krishna Das Executed by: Self, Date of Execution: 18/06/2019 , Admitted by: Self, Date of Admission: 18/06/2019 ,Place : Office | Photo  | Finger Print  | Signature  |
| | | 18/06/2019 | LTI 18/06/2019 | 18/06/2019 |
| 3/220/6 Dr. B.C.Roy Sarani, P.O:- Morepukur, P.S:- Rishra, District:-Hooghly, West Bengal, India, PIN - 712250 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: BIBPD4225N, Status :Individual, Executed by: Self, Date of Execution: 18/06/2019 , Admitted by: Self, Date of Admission: 18/06/2019 ,Place : Office | | | | |



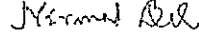
Developer Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | |
|-------|---|--|--|--|
| 1 | ANUMANS CONSTRUCTIONS PRIVATE LIMITED 3/216/A/12, Dr. B. C. Roy Sarani, 5th Lane, P.O:- Morepukur, P.S:- Rishra, District:-Hooghly, West Bengal, India, PIN - 712250 , PAN No.: AARCA0195J, Status :Organization, Executed by: Representative | | | |

Representative Details :

| SI No | Name,Address,Photo,Finger print and Signature | | | |
|--|---|---|---|---|
| 1 | Name Shri ANUP SAHA Son of Late Balaram Saha Date of Execution - 18/06/2019, , Admitted by: Self, Date of Admission: 18/06/2019, Place of Admission of Execution: Office | Photo  Jun 18 2019 1:01PM | Finger Print  LTI 18/06/2019 | Signature  18/06/2019 |
| 97/1, Laxmi Polly, P.O:- Morepukur, P.S:- Rishra, District:-Hooghly, West Bengal, India, PIN - 712250, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: DQBPS3489F Status : Representative, Representative of : ANUMANS CONSTRUCTIONS PRIVATE LIMITED (as Director) | | | | |
| 2 | Name Shri MANISH THAKUR Son of Anand Thakur Date of Execution - 18/06/2019, , Admitted by: Self, Date of Admission: 18/06/2019, Place of Admission of Execution: Office | Photo  Jun 18 2019 1:02PM | Finger Print  LTI 18/06/2019 | Signature  18/06/2019 |
| 3/216/A/12,Dr. B. C. Roy Sarani, 5th Lane, P.O:- Morepukur, P.S:- Rishra, District:-Hooghly, West Bengal, India, PIN - 712250, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AMSPT8092R Status : Representative, Representative of : ANUMANS CONSTRUCTIONS PRIVATE LIMITED (as Director) | | | | |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|---|---|---|---|
| Nirmal Deb Son of Manmohan Deb Serampore Court, P.O:- Serampore, P.S:- Serampur, District:-Hooghly, West Bengal, India, PIN - 712201 |  18/06/2019 |  18/06/2019 |  18/06/2019 |

Identifier Of Smt ANITA DAS, Shri AMIT DAS, Shri ANUP SAHA, Shri MANISH THAKUR

Transfer of property for L1

| SI.No | From | To. with area (Name-Area) |
|-------|---------------|---|
| 1 | Smt ANITA DAS | ANUMANS CONSTRUCTIONS PRIVATE LIMITED-0.825 Dec |
| 2 | Shri AMIT DAS | ANUMANS CONSTRUCTIONS PRIVATE LIMITED-0.825 Dec |

Transfer of property for S1

| SI.No | From | To. with area (Name-Area) |
|-------|---------------|---|
| 1 | Smt ANITA DAS | ANUMANS CONSTRUCTIONS PRIVATE LIMITED-60.00000000 Sq Ft |
| 2 | Shri AMIT DAS | ANUMANS CONSTRUCTIONS PRIVATE LIMITED-60.00000000 Sq Ft |

Land Details as per Land Record

District: Hooghly, P.S:- Serampur, Municipality: RISHRA, Road: Bidhan Ch. Roy Sarani, Mouza: Rishra JI No: 27, Pin Code : 712250

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|--------|--|--|--|
| L1 | LR Plot No:- 12516, LR Khatian No:- 8425 | Owner:মলিনা রানী দাস, Gurdian:শান্তি রঞ্জ দা, Address:220 বি সি রায় সরনী , Classification:বালু, Area:0.06600000 Acre, | Seller is not the recorded Owner as per Applicant. |

Endorsement For Deed Number : I - 060502618 / 2019

On 18-06-2019

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

Presented for registration at 12:25 hrs on 18-06-2019, at the Office of the A.D.S.R. SREERAMPUR by Shri AMIT DAS , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,36,000/-

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

Execution is admitted on 18/06/2019 by 1. Smt ANITA DAS, Late Bimal Krishna Das, 3/220/6 Dr. B.C.Roy Sarani, P.O: Morepukur, Thana: Rishra, , Hooghly, WEST BENGAL, India, PIN - 712250, by caste Hindu, by Profession House wife, 2. Shri AMIT DAS, Son of Late Bimal Krishna Das, 3/220/6 Dr. B.C.Roy Sarani, P.O: Morepukur, Thana: Rishra, , Hooghly, WEST BENGAL, India, PIN - 712250, by caste Hindu, by Profession Business

Indetified by Nirmal Deb, , Son of Manmohan Deb, Serampore Court, P.O: Serampore, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 18-06-2019 by Shri ANUP SAHA, Director, ANUMANS CONSTRUCTIONS PRIVATE LIMITED (Private Limited Company), 3/216/A/12, Dr. B. C. Roy Sarani, 5th Lane, P.O:- Morepukur, P.S:- Rishra, District:-Hooghly, West Bengal, India, PIN - 712250

Indetified by Nirmal Deb, , Son of Manmohan Deb, Serampore Court, P.O: Serampore, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Law Clerk

Execution is admitted on 18-06-2019 by Shri MANISH THAKUR, Director, ANUMANS CONSTRUCTIONS PRIVATE LIMITED (Private Limited Company), 3/216/A/12, Dr. B. C. Roy Sarani, 5th Lane, P.O:- Morepukur, P.S:- Rishra, District:-Hooghly, West Bengal, India, PIN - 712250

Indetified by Nirmal Deb, , Son of Manmohan Deb, Serampore Court, P.O: Serampore, Thana: Serampur, , Hooghly, WEST BENGAL, India, PIN - 712201, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 8,014/- (B = Rs 8,000/- ,E = Rs 14/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 8,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 15/06/2019 12:38PM with Govt. Ref. No: 192019200025689551 on 15-06-2019, Amount Rs: 7,514/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ABZPMO7 on 15-06-2019, Head of Account 0030-03-104-001-16
Online on 18/06/2019 12:25PM with Govt. Ref. No: 192019200027060581 on 18-06-2019, Amount Rs: 500/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ACCANR7 on 18-06-2019, Head of Account 0030-03-104-001-16

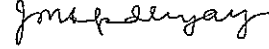
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,051/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 51/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no E743633, Amount: Rs.5,000/-, Date of Purchase: 14/06/2019, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 15/06/2019 12:38PM with Govt. Ref. No: 192019200025689551 on 15-06-2019, Amount Rs: 51/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ABZPMO7 on 15-06-2019, Head of Account 0030-02-103-003-02
Online on 18/06/2019 12:25PM with Govt. Ref. No: 192019200027060581 on 18-06-2019, Amount Rs: 0/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ACCANR7 on 18-06-2019, Head of Account

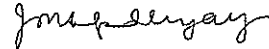


Jayanti Mukhopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SREERAMPUR
Hooghly, West Bengal

On 24-06-2019

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

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



Jayanti Mukhopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SREERAMPUR
Hooghly, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0605-2019, Page from 75967 to 76019

being No 060502618 for the year 2019.



Jayanti Mukhopadhyay

Digitally signed by JAYANTI
MUKHOPADHYAY
Date: 2019.06.24 17:21:35 +05:30
Reason: Digital Signing of Deed.

(Jayanti Mukhopadhyay) 24-06-2019 17:21:30
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SREERAMPUR
West Bengal.

(This document is digitally signed.)