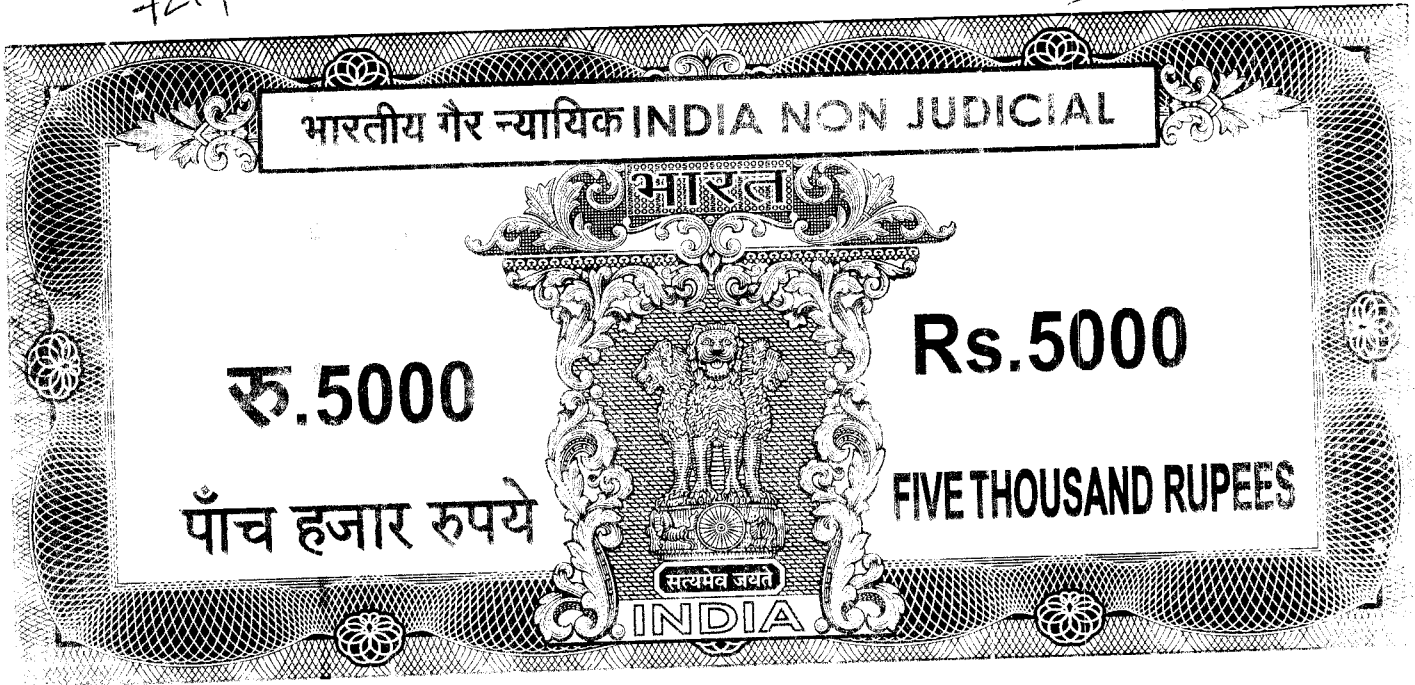


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Signature of Kali Pada Das  
 Kali Pada Das

Signature of Arabin Das  
 Arabin Das (স্বাক্ষর)

Certified that the Endorsement  
 and the Signature Sheet's  
 attached to the documents  
 are part of the Document.

Signature of Notary  
 সুরেশ কান্ত বসু

Notary Seal  
 0 6 6 6 6 6 6 6

20 AUG 2018

**DEVELOPEMENT/CONSTRUCTION AGREEMENT**

**THIS DEVELOPEMENT/CONSTRUCTION AGREEMENT is made on this the 16th day of August, 2018.**

**1. SRI BISWAJIT DAS, PAN: AKVPD2280N**, son of Kali Pada Das, Nationality- Indian, by faith Hindu, by occupation Business, resident of 5 No. ichlabad, Burdwan Municipality Ward No. 11, P.O. Sripally. P.S. - Burdwan Sadar, District - Burdwan (Presently Purba Bardhaman), PIN - 713103 (W.B.),

**2. SRI ARABINDA DAS, PAN- CMFPD0711G**, son of Kali Pada Das, Nationality Indian, by faith Hindu, by occupation Business, resident of 5 No. ichlabad, Burdwan Municipality Ward No. 11, P.O. Sripally. P.S. - Burdwan Sadar, District - Burdwan (Presently Purba Bardhaman)

Signature of Kali Pada Das

NIRMAN INFRASTRUCTURES  
Proprietor  
Bhaskar Ghosh

(P-2)

Basant Das

Ana Leinda Das

अनुपम त्रिपाठी

**3. SMT BASANTI DAS (BANIK), PAN - BZPPB8675P**, daughter of Kali Pada Das & Divorced wife of Haradhan Banik, Nationality Indian, by faith Hindu, by occupation Household works, resident of 5 No. Ichlabad, Burdwan Municipality Ward No. 11, P.O. Sripally, P.S. - Burdwan Sadar, District - Burdwan (Presently Purba Bardhaman), PIN - 713103 (W.B. hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

**"NIRMAN INFRASTRUCTURES", PAN: AHWPG6681J**, a Proprietorship Construction Firm, having its Principal office at R.N. Guha Road, P.S. - Dum Dum, District - 24 Paraganas (North), Kolkata - 700028 . Represented herein by its sole proprietor : -

**MR BHASKAR GHOSH, PAN : AHWPG6681J**, son of Sri Bhabani Ghosh, nationality Indian, by faith Hindu, by occupation Business, resident of "Swastik Apartment", Chotonilpur, Near "Nabin Sangha" club. Burdwan Municipality Ward No. 15, P.O. Sripally, P.S. 8s District Burdwan ( Presently Purba Bardhaman ), PIN - 713103 (W.B.), hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its / their / his heirs, executors, successors, administrators. legal representatives and assigns) of the **SECOND PART**

**WHEREAS** the landed property (defined & demarcated) classified as "**Bastu**", appertaining to **C.S. Plot No. 831**, corresponding to **R.S. Plot No. 831/2619**, also corresponding to the **L.R. Plot No. 2291** under **L.R. Khatian Nos. 1845, 9375, 9658**, measuring an area of **4835 Sft. (more or less) as per field measurement**, also bearing LOP No. 255 of Ichhlabad G.S. colony, at **Mouza - Ichhlabad**. J.L. No. 75, P.S. Burdwan Sadar. District Burdwan (Presently Purba Bardhaman), within the area of **Ward**

Bhaskar Ghosh

(P-3)

PRODUCED BY  
Bhagwan Singh  
PRODUCER

Baironjit Das

Annelinda Das

11/11/11  
11/11/11

No. 11 of the Burdwan Municipality, also bearing Burdwan Municipality Holding No. 291, of Ichlabazar Mahalla, is lawfully and exclusively owned and possessed by the OWNERS, herein, whose names too stand recorded in the present L.R.R.O.R. under **L.R. Khatian Not 1845, 9375 & 9658** respectively and also in the records of the Burdwan Municipality, in respect of the same.

**WHEREAS** the said landed property presently classified as "Basal". appertaining to **C.S. Plot No. 831, R.S. Plot No. 831/2619**, corresponding to the **L.R. Plot No. 2291**, also bearing LOP No. 255 of Ichhlabud G.S. colony, at **Mouza - Ichhlabad**, J.L. No. 75, P.S. Burdwan Sadat, District Burdwan (Presently Purba Bardhaman), within the area of **Ward No. 11** of the Burdwan Municipality, **measuring an area of 06 (six) Cottah (more or less)**, was previously lawfully owned and possessed by the predecessor in interest father of the OWNERS herein, **Mr. Kali Pada Das**, son of Ganesh Chandra Das, who lawfully acquired the exclusive & freehold title and possession of the said landed property vide a **Registered Deed of Gift, executed on 27-06-1988** in his favour, by the Governor of West Bengal, through the Refugee Relief & Rehabilitation Department ( Govt. of West Bengal ) & registered before the Additional District Sub Registrar, Burdwan, being Deed No. 330 for the year 1988 of that office **AND** **WHEREAS** Since the said acquisition said Kali Pada Das as was in lawful ownership and possession of the aforesaid property, on inception of the Settlement under the W.B.L.R. Act, by the authority of the State of West Bengal concern, his said acquired plot of land being as then numbered as **L.R. Plot No. 2291 (measuring 0.105 acre)**, he also got his name recorded in respect of the same under **L.R. Khatian No. 1845** and thereafter of his own fund constructed there upon a brick built, RCC roofed, one storied residential building & owned and possessed the said plot of land & building continuously for more than twelve years without any hindrance & interruption of others whatsoever and thus also acquired there in a better title by way of adverse possession. Thus while owning and

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(P-4)

NEEMAN KUMAR DAS  
PROPRIETOR  
Bhaskar Das

Biswajit Das

Arabinda Das

Basanti Das

possessing the said property as said Kali Pada Das intended, made Gift of an area about 1083 Sit. of its vacant portion/land to his son, **the OWNER No. 1** herein, **Sri Biswajit Das**, vide a Registered Deed of Gift dated 23-08-2005, being Deed No. 4046 for the year 2005 of A.D.S.R., Burdwan; thereafter he again out of his volition Vide a Registered Deed of Gift dated 09-06-2011, being being Deed No. 4448 for the year 2011 of A.D.S.R., Burdwan, Gifted an area of about 1526 Sit. (together with 710 Sft. of his said residential building) to his son, **the OWNER No. 1** herein, **Sri Biswajit Das**, Vide another Registered Deed of Gift dated 09-06-2011, being being Deed No. 4449 for the year 2011 of A.D.S.R., rt. A. Avn Gifted an area of about 1897 Sft. (together with 291 Sft. of his said residential building) to his another son, **the OWNER No. 2** herein, **Sri Arabinda Das** and Vide a Registered Deed of Gift dated 09-06-2011, being being Deed No. 4450 for the year 2011 of A.D.S.R., Burdwan, Gifted an area of about 329 Sft. (together with 282 Sft. of his said residential building) to his divorcee daughter, **the OWNER No. 3** herein, **Smt. Basanti Das (Banik)** and even handed over peaceful possession of the aforesaid Gifted properties to the said Donees respectively.

**AND WHEREAS** the said sons and daughter of said Kali Pada Das. the present OWNERS herein, on acceptance of the said gifts, became the exclusive owners and possessors in respect of the said property (according to their respective shares) as also more specifically described under the **SCHEDULE** herein below.

**AND WHEREAS** thus the **Owners** herein becoming the lawful & exclusive owners of the said plot of land (also more specifically described in the Schedule herein below), got their names lawfully mutated in the L.R.R.O.R. under **L.R. Khatian Nos. 1845, 9375 & 9658** respectively and even got their names mutated with the Burdwan Municipality in respect of the said Holding and also till date is discharging their all liabilities towards the State Of West Bengal & also towards the Burdwan

Basant  
Adv

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Block or Gohh  
P.O. No. 1282

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Municipality by paying its rents towards the State & the Municipal tax towards the Burdwan Municipality. The Owners till date are in joint & exclusive possession of the said property as aforesaid and as also more specifically described in the Schedule below. The said Plot of land as per field measurement though presently is measuring an area about **4835 Sft.** be a little more or less ( the same is recorded in their names as L.R. Plot No.1282 as of an area of 0.105 acre), under the jurisdiction of the Burdwan Municipality is free from all sorts of encumbrances whatsoever.

**AND WHEREAS** the Owners of the First Part with an intent to construct a **G+3 Residential** Building thereon their said property, accordingly mutated their names with the Burdwan Municipality in respect of their said property and even together proposed to get a building plan sanctioned from the said authority.

**AND WHEREAS** the OWNERS even now with an intent thus to develop their said plot of land desired to give an effect to their said plan through the Developer herein of

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PROBATION

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Biswajit Das  
Arabinda Das  
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der the same terms and conditions as layed down herein.

2. The **OWNER No. 1, Mr. Biswajit Das** shall be exclusively entitled to have **Two(2)** independent finished Double BHK Flats/units ( each of about **700 Sft. Super Built Up Area** ) and One (1) independent finished Single BHK Flat/unit (of about **400 Sft. Super Built Up Area** ) of the said building to be constructed and Two (2) dependable Car parking space (of **110 Sq.Ft. each**) in the **Ground Floor** of the said building to be constructed in the Schedule mentioned property, with exclusive right to sell / transfer or otherwise deal or dispose of the said flat & parking space, for his share.

The **OWNER No. 2, Mr. Arabinda Das** shall be exclusively entitled to have **Two(2)** independent finished Double BHK Flats/units ( each of eram about **700 Sft. Super Built Up Area** ) and Two (2) dependable Car parking space (of **110 Sq.Ft.**) in the **Ground Floor** of the said building to be constructed in the Schedule mentioned property, with exclusive right to sell / transfer or otherwise deal or dispose of the said flat & parking space. for his share.

The **OWNER No. 3, Mrs. Basanti Das (Banik)** shall be exclusively entitled to have **One (1)** independent finished Double BHK Flat/unit ( of about **700 Sft. Super Built Up Area** ) and One (1) dependable Car parking space (of **110 Sq.Ft.**) in the **Ground Floor** of the said building to be constructed in the Schedule mentioned property, with exclusive right to sell / transfer or otherwise deal or dispose of the said flat & parking space, for her share.

3. The super built up area, if become necessary for the purpose to be calculated and be considered to be calculated upon the built tip area, as per the prevailing market norms.

4. The **Developer** shall be **exclusively entitled to the rest** of the building to be constructed (save & except the Owners' allocations as aforesaid) with exclusive right to sell / transfer/mortgage/let out on rent/let out on lease

Banik  
ADW

SHANKAR SINGH  
SHANKAR SINGH

Praveen Kumar

Anand Kumar

SHANKAR SINGH

or otherwise deal or dispose of the same. The super built up area, if become necessary for the purpose to be calculated and be considered to be calculated upon the built up area, as per the prevailing market norms.

5. That is so far as necessary all dealings by the Developer in respect of the new several storied building shall be in the names of the OWNERS and for which the OWNERS undertake to give the Developer a **General Power of Attorney (after the Registered Development Agreement)** in a form and manner fasten of creating any financial liability upon the OWNERS.

Further the OWNERS hereby also undertake if necessary to sign any such Building Plan to be sanctioned for the proposed Building (G+3) **and/or for any additional floor/s as stated earlier** & even undertake to execute and register any deed of conveyance or any Deed of transfer in respect of the Developer's allocation as aforesaid of the said multi storied building (to be constructed) along with all its amenities, or any part thereof in favour of the Developer or in favour of any intended purchaser/s nominated for the purpose by the Developer.

6. That the Developer shall at its/their own costs construct erect and complete the building on the schedule land (if necessary upon demolishing any existing structures on any of its part) in accordance with the building plan to be sanctioned in the names of the Owners . Further the Developer shall not make any deviation of the sanctioned plan while constructing the building on the schedule land and even if they deviate such or if any accident occur while such construction, the owners shall not be responsible for the same and all such liability will caste upon the Developer.

7. That the decision of the Developer regarding the quality of the materials (for the overall project) shall be final and binding between the parties hereto but the developer shall execute all the construction works as per Indian Standard Code of practices and also as per sanctioned plan (to be sanctioned by the local Municipal authority) for the purpose of developing the said land/property. Further if any accident occur for the materials used in such construction or for negligence on the part of the Developer

Praveen Kumar

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Annelinda Dr.  
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and / or for any act of its Engineer, in such case /s the owners shall not be liable in any way and all such liabilities shall cast upon only the Developer.

8. That the Developer shall be authorized in the name of the owiturn in ay far as is necessary to apply for and obtain sanctioned building plan / addition or alteration plan from the Burdwan Municipality; similarly apply for to obtain temporary and permanent connection of water, electricity, power, drainage, sewerages and/or gas to the construction or enjoyment of the building & for these purposes, the OWNERS shall execute in favour of the Developer an irrevocable Power of Attorney and other authorities as shall be required by the Developer.

9. That the Developer shall at its/their own costs and expenses and without creating any financial or other liability on the owners, shall take every measures to get the concern building plan sanctioned and shall even construct and complete the said newly several storied building. However, if any authority imposes any tax such as Service tax, GST etc. the same shall be borne by the respective allottees for his/her/their respective allocation/s in the said building to be constructed.

10. That all costs, charges and expenses for the purpose shall be discharged by the Developer and the OWNERS shall have no responsibility in this context. Even the Developer only shall bear all the costs in the matter of construction and all other matters concerning and /or arising out of the construction of the said building.

11. That the Developer is at liberty to engage any workers VIZ. Masons. Carpenters, Electricians, Plumbers and Engineer/s, Advocate/s, which it/he think deem fit and proper with a view to complete the several storied building & for any legal necessity for the overall project.

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12. That the OWNERS shall handover the vacant possession entirely of the SCHEDULE property and all the concerned original documents to the Developer simultaneously with the execution of these presents for



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Bimaljit Deb  
Anand Kumar Sen  
SRI RAMESH

construction of the building on the said property is terms of this agreement.

13. That the OWNERS hereby agreed and covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing if any of the Developer's Allocation in the building at the said property.

14. That the OWNERS shall not let out, grant lease, mortgage and/or charge the SCHEDULE property or any portion thereof without the consent in writing of the Developer during the period of construction.

15. That all allocations and/or allotments of the building (with regard to the Developer's allocations) to the intended buyers etc. shall be made only at the Developer's full discretion and that shall be made only after sanction of the Building Plan by the competent authority and for the purpose of allocations of the owners, the scheme which has been framed & settled and laid herein, has only been settled & agreed upon mutual discussion amongst the parties herein.

16. That for the purpose the Developer, shall not be bound to install any lift or to keep any provision for the same.

17. That if any extra work is done or is required to be done by the Developer, the cost of such extra work shall be fixed by the Developer at his full discretion & it/he shall be entitled to such.

18. That it is agreed in between the parties that the Developer for the purpose shall always be at liberty to borrow loan from any Bank or financial institution at its/his own risk and liabilities and in such case the OWNERS shall always give their full consent and if required for the purpose shall execute bond/s to that effect and the Developer shall only be liable for such financial transactions / advances.

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A.S.V.

19. That the DEVELOPER shall at its/his discretion enter into any agreement with third parties and/or enter into any agreement for sale/mort-

INDIAN INTERNATIONAL  
BANKING CORPORATION

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Prakash Doshi.  
Anandiben Doshi.  
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gage/lease/let out on rent ( of the Developer's allocation) of the flats including parking/garage spaces and super built up area & for the purpose the DEVELOPER only shall fix the cost of such flat/s at its/his full discretion & even shall be at liberty to accept any consideration money from them.

20. That if it become necessary for the overall project to install a Transformer for electrification of the said building and even if it become necessary for the project to install a sub-mersible pump for water supply to the occupants of the proposed premises, the developer shall do so at his full discretion and the entir costs of vach installations, shall be calculated , Rs. 40,000/- for one on meter of each flat among all the flat owners and occupiers/allottees and Developer shall be entitled for fixing the same.

21. That the OWNERS are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the SCHEDULE property & none other than the OWNERS has any right, title, interest, claim and/or demand over and in respect of the same.

22. That the SCHEDULE property is free from all encumbrances, charges, liens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever. Moreover the OWNERS hereby undertake to compensate the DEVELOPER for any future complication, if arises in respect of their title and possession in respect of the Schedule property.

23. That it is also agreed that the said building to be constructed shall be named as " **SAI ABASAN**" and such name shall be engrossed on a suitable part (external fascia) of the said building by the Developer.

24. That the Developer with its/their every endeavour shall try in complete the overall project within 2 (Two) years from the date of Sanction of the Building Plan by the Burdwan Municipality. But, if it/they is/are prevented to do so for the Act of God or for such other natural calamity

Prakash  
Adv

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Pranab Das  
Anand Das  
Rajendra Das

on mutual discussion between the Owners and the Developer.

25. That this Agreement shall be deemed to have commenced on and with effect from the date of its execution. However, the parties herein shall be bound to get this Agreement & the concerned agreed General Power of Attorney registered before the competent Registrar, having proper jurisdiction and that shall be done within one month from the date of execution of these presents.

### SCHEDULE (OF LAND/PROPERTY)

All that the "Bastu" class of vacant land measuring a total area of **4835 (four thousand eight hundred thirty five) Sft.** (little more or less) lying and situated within the Burdwan Municipality, bearing Holding No 291 of **Ward No. 11** at Mohalla - Ichlabazar, also appertaining to, **C.S. Plot No. 831**, bearing **R.S. Plot No. 831/2619**, also bearing Ichhlabad G.S. Colony LOP No. 255, corresponding to the **L.R. Plot No. 2291** under **L.R. Khatian No. 1845, 9658 & 9375**, of **Mouza - Ichhlabad**, J.L. No. 75, P.S. Burdwan Sadar, District Burdwan (Presently Purba Bardhaman).  
**Butted and bounded:** to the **North** by property of Mr. S. Lahiri; to the **South** by about 21 Ft. wide Colony Road **UMR WIL**; to the East by Avg. about 12 Ft. wide Colony Road; to the **West** by Building of Amiya Prova Roy.

### SCHEDULE OF SPECIFICATION OF CONSTRUCTION WORKS

1. **STRUCTURE** : Reinforcement for columns, beams, slabs etc, as per the approved design by the BMC. Concrete with stone-chips (Rampurhat), Steel, full course / medium course sand (Damodar bed), Cement or as per IS code.
2. **BRICK WORK** : 1st class or burnt clay bricks / fire clay bricks will be used for 8" , 5" and a' brick work, Motor ratio will be as per IS code.
3. **PLASTER WORK** : All wall plaster (inside or outside) 6:1 and all

Pranab Das

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*Bimrafors*  
*Ananda Ar.*  
*putty with Paris*

ceiling plaster will be irrespective of only 5:1 Ratio. Ceiling will be 5:1 ratio.

4. FLOOR WORK: All flooring work by Vitrified Tiles/ Marble 2'/2', 2'/3' (save and except the stairs, which shall be mosaic cement finishing)

5. SKIRTING : 6"x4" Skirting will be provided.

6. DOOR FRAME : Good quality wooden frames (Malaysian Sal wood) according to the door size will be provided.

7. DOORS : AR will be flash doors with necessary fittings.

8. WINDOWS : Aluminum Sliding Windows fitted with 3mm thick glass with necessary fittings.

9. SANITARY & PLUMBING : Septic Tank will be as per the C.C, Specification connected to the main Sewerage line of the BMC as and when this system is introduced. All the sewerage pipes of 4" Dia G.I. Pipes, properly mounted, on the wall and connected to the septic Tank.

10. BATHROOM : Western Commode/ Indian Pan (as per choice) with low level plastic cistern, 02 Taps, 01 Shower to be provided in the Bath room, bath room flooring by skirting fitted with glazed tiles on the wall up-to a height 6-0" from the floor level.

11. BASIN 1-21215 Standard Basin/s will be provided either in the Dining room or in the Toilet with necessary fittings as per No. of rooms.

12. WALLS : Internal portion will be finished by plaster or Paris/putty,

13. PAINTING : External portion of the building will be finished with water proof cement based Paint.

14. STAIRCATE : By plaster of Paris/Putty.

*Paint Adv*

Block on light  
P-13

Prima Pvt. Ltd.  
And Linda Dr.  
प्रीमा प्राइवेट लिमिटेड

15. MAIN GATE : Made by M.S, Patti Rod, designed with locking arrangement.

16. KITCHEN : Flooring by glazed tiles on the wan with height of 35(5) over the Cooking platform, Kitchen Sink made of black Stone and Granite will be provided. One drinking water point and 01 Tap Water point on the Sink will be provided.

17. ELECTRICAL POINTS :

a) COMMON POINTS: For Common Passage, Stairs, Main gate, Roof, Pump Room and Meter room.

b) BED ROOM: 02 light, 01 Fan, 1 No. 5 Amp. Plug on board will be provided. One A/C point 15 Amp. at the master Bed Room.

c) DRAWING: 02 light, 01 Fan, 1 No. 5/15 Amp. Plug Point, 1 No. 15 Amp. Plug.

d) DINNING ROOM : Two Points on board for T.V., Cable and Refrigerator etc.

e) BATHROOM: 01 Light and 01 Exhaust Fan Point, 01 Washing Machine point, 01 Geyser Point.

f) KITCHEN: 01 Light and 01 Exhaust Fan Point.

g) VERANDAH: 01 Light and 1 No. 5 Amp Plug point, 01 Fan point.

Extra payment to be made by the Allottees/ Purchasers/Owners for any additional work in the Flat.

Meter, Bulbs, Tubes, decoration Lamps. Fans, exhaust fan, calling

Prima  
Dr.

(P-14)

*Shankar Kumar Ghosh*

*Bimaljit Das*

*Annelinda Das*

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Bell etc. will be Allottee's/Purchaser's/Owners' expenses.

**IN WITNESS WHEREOF** the parties have here unto put their respective hands and seals the day, month & year first above written.

Witnesses :

- 1) Anup Kumar Ghosh  
S/o - Haradhan Ghosh  
Chotooutpur Ambagan  
Sri Paig, Burdwan - 713103
- 2) *Laxmen Barua*  
S/o Sanjay K. Barua  
Chotooutpur Burdwan-3

*Bimaljit Das*  
*Annelinda Das*  
*ଅନିଲିନ୍ଦା ଦାସ*











**Signatures of the parties of the  
FIRST PART**

*Shankar Kumar Ghosh*

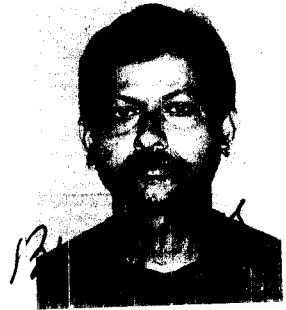
**Signature of the party of the  
SECOND PART**











**Drafted by Advocate**

*Pranabishona Pat*  
Advocate  
Enrollment No - WB - 752/1982  
**Typed by**

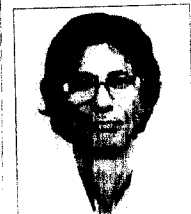
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SIGNATURE *Bimal K Das*













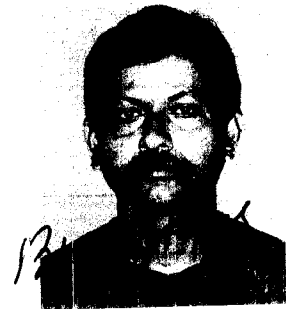
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SIGNATURE *Anand Kumar Das*













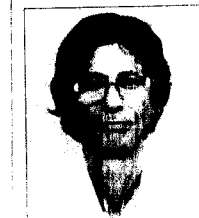
*Anand Kumar Das*

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SIGNATURE *Bimaljit Das*











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*Anandendu Das*

SIGNATURE *Anandendu Das*













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राजेश्वरी - २  
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SIGNATURE

राजेश्वरी मदन शर्मा

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Right Hand	Impression	Thumb	Index	Middle	Ring	Little
						



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SIGNATURE

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