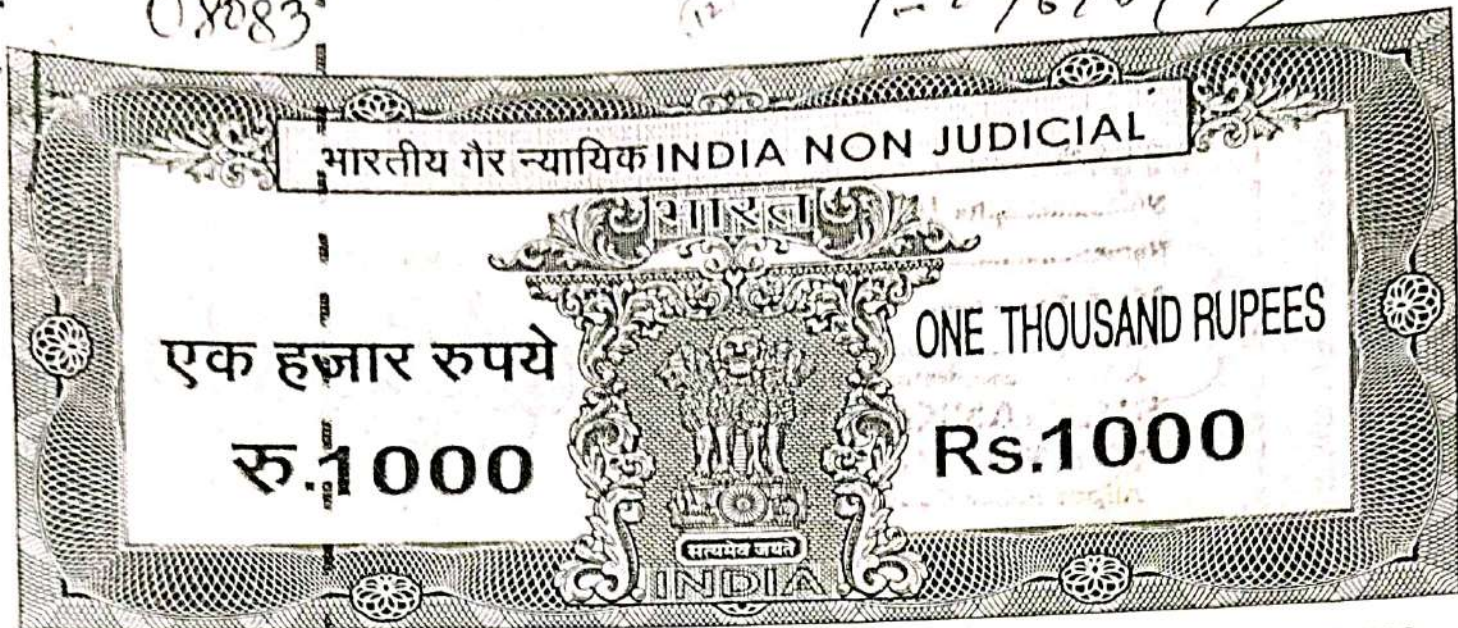


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Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

[Signature]
District Sub-Register-III
Alipore, South 24-parganas
26 SEP 2014

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this the 26th day of September... Two Thousand Fourteen (2014) of Christian Era **BETWEEN** **BOFAN VYAPAAR PVT. LTD.** having its registered office 237, Dharmatala Road, P.O. and P.S. Budge Budge, Kolkata - 700 137, District South 24 Parganas, represented by its Managing Director **SRI SATYENDRA GUPTA** son of Sri Harish Chandra Gupta, by faith - Hindu, by Occupation - Business, by Nationality - Indian, and residing at 237, Dharmatala Road, P.O. and P.S. Budge Budge, Kolkata - 700 137, hereinafter referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, successors-in-offices, administrators, legal representatives and / or assigns) of the **FIRST PART.**

Bofan Vyapaar Pvt. Ltd.

Director

Satyendra Gupta

Cont'd....P/2

For BARUN NIRMAAN

For BARUN NIRMAAN

For BARUN NIRMAAN

R. Day

Director

Amit Banerjee, Sibal Kunesdy, Biplob K. Saha, Nilimash Roy



District Sub-Registrar-III
Aligarh, South 26 District
26 SEP 2014

Identified by
Shabir Khan Das.
177/11/81, Pooni Garden Road,
P.S. Kankar, Mathura-201003.

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AND

M/S. BARUN NIRMAAN, a Partnership Firm having its office at 385, Madurdaha, P.O.-E.K.T.P., P.S. Tiljala now Anandapur, Kolkata - 700107, represented by its Partners (1) **SRI ARIJIT BANERJEE** son of Late Sibananda Banerjee, by faith - Hindu, by Occupation - Business, by Nationality - Indian, and residing at 385, Madurdaha, P.S. - Tiljala now Anandapur, Kolkata-700107, District South 24 Parganas, (2) **SRI UJJAL KUMAR DEY** son of Late A.K. Dey, by faith - Hindu, by Occupation - Business, by Nationality - Indian, and residing at 28/9, New Ballygunge Road, P.O. - Tiljala, P.S.- Kasba, Kolkata - 700 039, (3) **SRI BIPLAB KUMAR SAHA** son of Late Kishori Mohan Saha, by faith- Hindu, by Nationality - Indian, by Occupation - Business and residing at 635, Naskarhat, Tagore Park Main Road, P.O. Tiljala, P.S.- Kasba, Kolkata - 700 039, District South 24 Parganas, (4) **SRI NILIMESH ROY** son Nitya Ranjan Roy, by faith- Hindu, by Nationality - Indian, by Occupation - Business and residing at C-40, Kalika Place, Naskarhat, P.O. Tiljala, P.S.- Kasba, Kolkata - 700 039, District South 24 Parganas and (5) **SRI RAAJ DAS** son of Sri Sudhir Kumar Das, by faith - Hindu, by Occupation - Business, by Nationality - Indian, and residing at A/37, Nandan Kanan, Santoshpur, P.S. Survey Park, Kolkata - 700075, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its respective heirs, executors, administrators, successors-in-office, legal representatives and assigns) of the **SECOND PART.**

WHEREAS the said legal heirs of the deceased Banka Behari Since namely (1) **SMT. SAKUNTALA DEVI** and (2) **SRI AMARJIT SINGH**, therein referred to as the Vendors by a registered Bengali Saf Bikray Kobala (Deed of Sale) executed on 14.12.1981 and recorded before S.R. Alipore, District South 24 Parganas, Vide Book No. 1, Volume No. 145, pages from 284 to 288, being No. 5886 for the year 1981 sold, transferred and conveyed against valuable consideration of **ALL THAT** the piece and parcel of land measuring about 5(Five) Cottahs more or less being Mouaz - Laskarhat, J.L. No. 11, Touzi no. 2998, R.S. No. 151, Sebak Khatian No. 150, Hal Khatian No. 220, under R.S. Dag No. 344, District 24 Parganas now South 24 Parganas, in favour of **SMT. ASTAMI RANI DAS.**

Cont'd....P/3

30 Jan Vyapaar Pvt. Ltd.

Director

Satyendra Kumar

R. Das

Nilimesh Roy

Pratikha Saha

Amit Kumar Das

AND WHEREAS SRI LAKSHMI NARAYAN DAS, son of Sri Binod Behari Das, therein referred to as the Vendor by a registered Bengali Saf Bikray Kobala (Deed of Sale) executed on 11.08.1986 and recorded before D.S.R. Alipore, District South 24 Parganas, Vide Book No. 1, Volume No. 288, pages from 220 to 226, being No. 14538 for the year 1986 sold, transferred and conveyed against valuable consideration of **ALL THAT** the piece and parcel of land measuring about 1(One) Cottah 12 (Twelve) Chittaks being Mouaz - Laskarhat, J.L. No. 11, Touzi no. 2998, R.S. No. 151, Sebak Khatian No. 150, Hal Khatian No. 220, under R.S. Dag No. 344, District 24 Parganas now South 24 Parganas, in favour of **SMT. ASTAMI RANI DAS**.

AND WHEREAS thus the **SMT. ASTAMI RANI DAS** herein 2 (Two) plots of the land become absolute owner of the aforesaid property and while seized and possessed of the **ALL THAT** the piece and parcel of land measuring about 6(Six) Cottahs 12(Twelve) Chittaks more or less being Mouza - Laskarhat, J.L. No. 11, Touzi no. 2998, R.S. No. 151, Sebak Khatian No. 150, Hal Khatian No. 220, under R.S. Dag No. 344, P.S.- Tiljala, District South 24 Parganas now South 24 Parganas and got her name mutated and amalgamation in the records of the Kolkata Municipal Corporation in respect of the said Schedule properties which has since been numbered as the Kolkata Municipal Corporation being Premises No. 443, Laskarhat, P.S.- Tiljala, Kolkata, District South 24 Parganas, having Assessee No. 31-107-08-0443-1, under Ward No.107, as morefully described in the schedule thereunder written and had been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

AND WHEREAS by a Registered Deed of Gift executed on 05.01.1996 and recorded before Addl. District Sub- Registrar Sealdah, 24 Parganas (South) in Book No. I, Volume No.1, Pages No.51 to 61 Being No.37, for the year 1996, the said **SMT. ASTAMI RANI DAS**, therein referred to as the DONOR, out of her natural love and affection which she bore towards her daughter, being the Donee therein, transferred and conveyed, by way of Gift, and granted assigned and assured unconditionally exclusively and forever of **ALL THAT** the piece and parcel of land measuring about 3(Three) Cottahs be the same little more or less alongwith R.C.C. 750 Sq.ft. and R.T. 200 Sq.ft. structure standing thereon Mouza - Laskarhat, J.L. No. 11, Touzi no. 2998, R.S. No. 151, Sebak Khatian No. 150, Hal Khatian No. 220, under R.S. Dag No. 344, within the limits of Kolkata Municipal Corporation Ward No. 107, being portion of premises No. 443, Laskarhat, P.S.- Tiljala, Kolkata, South 24 Parganas in favour of **SMT. AMINA DAS**, wife of Sri Bijon Das.

Cont'd....P/4

Bofan Vyapaar Pvt. Ltd.

Satyendra Kumar
Director

AND WHEREAS thus the **SMT. AMINA DAS** herein become absolute owner of the aforesaid property and while seized and possessed of the **ALL THAT** the piece and parcel of land measuring about 3(Three) Cottahs be the same little more or less alongwith structure standing thereon Mouza - Laskarhat, J.L. No. 11, Touzi no. 2998, R.S. No. 151, Sebak Khatian No. 150, Hal Khatian No. 220, under R.S. Dag No. 344, within the limits of Kolkata Municipal Corporation Ward No. 107, and got her name mutated in the records of the Kolkata Municipal Corporation in respect of the said Schedule properties which has since been numbered as the Kolkata Municipal Corporation being Premises No.1415, Laskarhat, P.S. Tiljala, Kolkata, District South 24 Parganas, having Assessee No. 31-107-08-1415-1, under Ward No.107, as morefully described in the schedule thereunder written and had been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

AND WHEREAS thereafter being in urgent need of money the aforesaid **SMT. AMINA DAS** by a registered Deed of Sale executed on 12.10.2007, and recorded before D.S.R.-III, Alipore, District South 24 Parganas, Vide Book No. 1, C.D. Volume No. 15, pages from 5392 to 5405, being No. 6340, for the year 2008 sold, transferred and conveyed against valuable consideration of **ALL THAT** the piece and parcel of land measuring about 3(Three) Cottahs be the same little more or less alongwith R.C.C. 750 Sq.ft. and R.T. 200 Sq.ft. structure standing thereon Mouza - Laskarhat, J.L. No. 11, Touzi no. 2998, R.S. No. 151, Sebak Khatian No. 150, Hal Khatian No. 220, under R.S. Dag No. 344, within the limits of Kolkata Municipal Corporation Ward No. 107, at present within the limits of the Kolkata Municipal Corporation Ward No. 107, being Premises No. 1415, Laskarhat, P.S.- Tiljala, Kolkata, District South 24 Parganas, having Assessee No. 31-107-08-1415-1, as morefully described in the Schedule thereunder and hereunder written in favour of **BOFAN VYAPAAR PVT. LTD.** the present Vendor No.2 herein

AND WHEREAS thus the **BOFAN VYAPAAR PVT. LTD** herein become absolute owner of the aforesaid property and while seized and possessed of the **ALL THAT** the piece and parcel of land measuring about 3(Three) Cottahs be the same little more or less alongwith structure standing thereon Mouza - Laskarhat, J.L. No. 11, Touzi no. 2998, R.S. No. 151, Sebak Khatian No.150, Hal Khatian No. 220, under R.S. Dag No. 344, within the limits of Kolkata Municipal Corporation Ward No. 107, and got its name mutated in

Cont'd....P/5

Bofan Vyapaar Pvt. Ltd.

Satyendra Kumar
Director

R. Das

M. K. Sanyal

M. K. Sanyal

Amit Banerjee
Ujjal Kumar Das

the record of the Kolkata Municipal Corporation in respect of the said Schedule properties which have since been numbered as the Kolkata Municipal Corporation being Premises No. 1415, Laskarhat, P.S.- Tiljala, Kolkata, District South 24 Parganas, having Assessee No. 31-107-08-1415-1, under Ward No.107, as morefully described in the schedule hereunder written and had been enjoying the same free from all encumbrances by paying taxes and revenue thereof.

AND WHEREAS thus the **BOFAN VYAPAAR PVT. LTD** said herein became the absolute Owner and jointly and Owner seized and possessed of **ALL THAT** the piece and parcel of total Land measuring about 3(Three) Cottahs be the same little more or less alongwith 200 Sq.ft. R.T. Shed structure standing thereon Mouza - Laskarhat, J.L. No. 11, Touzi no. 2998, R.S. No. 151, Sebak Khatian No. 150, Hal Khatian No. 220, under R.S. Dag No. 344, within the limits of Kolkata Municipal Corporation Ward No. 107, and got its name mutated in the record of the Kolkata Municipal Corporation in respect of the said Schedule properties which have since been numbered as the Kolkata Municipal Corporation being Premises No. 1415, Laskarhat, P.S.- Tiljala, Kolkata, District South 24 Parganas, having Assessee No. 31-107-08-1415-1, under Ward No.107,as morefully described in the First Schedule hereunder written.

AND WHEREAS due to various constraint accompanys by lack of fund efforts to carry on such development project out of their own resources as the Owner their were in search of a competent a Developer vastly experienced in development work including construction of several storied building.

AND WHEREAS after knowing the intention of the aforesaid Owner, Second Party/Developer herein approached to the Owner with proposal to construct such several storied building as per the sanction building plan and after protracted negotiation between the parties, the Owner finally accepted the proposal of the Developer.

AND WHEREAS the Developer / Second Part herein knowing such intention of the Owner herein approached him with the proposal for undertaking the construction of the new building at its own costs and expenses, according to the said sanctioned plan and after negotiation between the parties hereto,

Cont'd....P/6

Bofan Vyapaar Pvt. Ltd.

Satyendra Kumar
Director

R. Roy

Nimesh Roy

Pratik K. Saha

Ujjal Kumardey

Anirudh Banerjee

the Owner herein has finally accepted the proposal and the parties hereto are entering into this agreement as per terms and conditions stated hereunder.

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

1. **PREMISES:** shall mean **ALL THAT** the piece and parcel of Net Land measuring about 3(Three) Cottahs 0(Zero) Chittak 0(Zero) Sq. ft. be the same little more or less alongwith 400 Sq. ft. Tile Shed structure standing thereon, comprised of and contained in Mouza - Laskarhat, R.S. No. 151, J.L. No.11, under Collectorate Touzi Nos. 2998, Sebak Khatian No.150, Hal Khatian No.220, under R.S. Dag No.344, within the limits of the Kolkata Municipal Corporation Ward No. 107, being premises No.1415, Laskarhat, P.S. Tiljala now Kasba, Kolkata, District South 24 Parganas within Ward No. 107, having Assessee No.31-107-08-1415-1, as morefully described in the First Schedule hereunder written and shall also include the land and/or the New Building to be constructed wherever the context permit.
2. **LAND:** shall mean the land comprised in the Premises morefully and particularly described in the **FIRST SCHEDULE** written below.
3. **OWNER:** and/or Owner shall mean Owner abovenamed.
4. **DEVELOPER:** shall mean the Developer abovenamed.
5. **PLANS:** shall mean the plans of the new building to be sanctioned and approved by the Kolkata Municipal Corporation and shall also, wherever the context permits include such plans, drawing designs, elevations, specifications as prepared by the Architects including variations / modifications therein if any.
6. **NEW BUILDING:** shall mean the building to be constructed on the premises by the developer, in pursuance hereof.
7. **ARCHITECT:** shall mean such architect or firm of architects the developer may, from time to time engage as the Architects for the new building.

Cont'd.....P/7

Bofan Vyapaar Pvt. Ltd.
Bofan
Director

R. Day
Nimish Day
Bipul K. Saha
Ujjal Kumar Day
Asmit Banerjee

8. **CORPORATION:** shall mean the Kolkata Municipal Corporation and shall include the Kolkata Metropolitan Development Authority and other concerned authorities which may recommend, approve and/or sanction the plans.
9. **COMMON PORTIONS/INSTALLATIONS:** shall mean all the common portions and installations to comprise in the new building and the Premises after the development including, path ways, boundary walls, durwan's room, common roof right, service areas etc, which is morefully and particularly described in the FIFTH Schedule written below.
10. **COMMON EXPENSES:** shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the new building and the premises which is morefully and particularly mentioned in the **SIXTH SCHEDULE** written below.
11. **COVERED AREA:** shall mean the entire covered area, and shall include the plinth area of the units, including area of the bathrooms and balconies and open terraces, if any appurtenant thereto and also the thickness of the walls (external or internal) and pillars and the area of the common portions.
12. **PROJECT:** shall mean the work of development undertaken to be done by the developer of the premises, to be completed and possession of the completed units is taken over by the unit Owner.
13. **PROPORTIONATE AREA:** with its convenient variations shall mean such ratio, the covered area of any unit or units be in relations to the **COVERED AREA** of the units in the new building.
14. **OWNER'S ALLOCATIONS** shall mean 50% of F.A.R. and include the unit/units/space/spaces/area/areas in different floors of the said building earmarked and allocated to the owner as described morefully in the Second Schedule hereunder written.
15. **DEVELOPER'S ALLOCATIONS:** shall mean 50% of F.A.R. and include the unit/units/space/spaces/area/areas in different floors of the said building earmarked and allocated to the owner as described morefully in the Third Schedule hereunder written.

Cont'd....P/8

Bofan Vyapaar Pvt. Ltd.

Director

16. **UNIT:** shall mean any flat or saleable space in the new building which is capable of being exclusively owned, used and/or enjoyed by unit Owner.
17. **UNIT OWNER:** shall mean any person who acquires holds and/or possess any unit in the new building and shall include the Owner and the developer, for units hold by them from to time.

NOTE:

1. Masculine Gender shall include the femine gender and Vice-Versa.
2. Singular shall include the Plural and Vice-Versa.
3. The Owner has represented to the Developer as Follows:-
 - 3.1 The Owner/first party hereto is the absolute Owner, in possession of **ALL THAT** the piece and parcel of Net Land measuring about 3(Three) Cottahs 0(Zero) Chittak 0(Zero) Sq. ft. be the same little more or less alongwith 200 Sq. ft. Tile Shed structure standing thereon, comprised of and contained in Mouza - Laskarhat, R.S. No. 151, J.L. No.11, under Collectorate Touzi Nos. 2998, Sebak Khatian No.150, Hal Khatian No.220, under R.S. Dag No.344, within the limits of the Kolkata Municipal Corporation Ward No. 107, being premises No.1415, Laskarhat, P.S. Tiljala now Kasba, Kolkata, District South 24 Parganas within Ward No. 107, having Assessee No. 31-107-08-1415-1, as morefully described in the First Schedule hereunder written.
 - 3.2 No persons other than the Owner have right, title and/or interest, of any nature whatsoever, in the said Premises or any part thereof.
 - 3.3 The right, title and interest of the Owner in the premises is free from all encumbrances whatsoever (Save as mentioned herein) and the Owner have a good and marketable title thereto.
 - 3.4 The said property is free from all encumbrances, charges, liens, attachments, trust, acquisitions, requisitions whatsoever and/or however.

Cont'd....P/9

Bofan Vyapaar Pvt. Ltd.

Director

R. Day

N. K. S. Roy

N. K. S. Roy

Amit Banerjee

- 3.5 There is no suit and/or legal proceeding pending before any court of law and/or any Government Department In respect of the said property.
- 3.6 The Owner have not in any way dealt with the Premises whereby the right, title and Interest of the Owner as the Ownership, use, development thereof, are or may be affected in any manner whatsoever.

NOW IT IS HEREBY AGREED AND DECLARED BETWEEN THE PARTIES HERETO as follows: -

1. The Developer shall pay an amount of Rs.15,00,000/- (Rupees Fifteen Lakhs) only as refundable Security deposit to the owner in the following manner :-

- i) At the time of registration of this development Agreement along with Power of Attorney Rs.5,00,000/- (Rupees Five Lakhs) only.
- ii) At the time of Sanctioning of the New Building plan by the Corporation Rs.10,00,000/- (Rupees Ten Lakhs) only.

After constructing New Building within stipulated time, the Developer will handover Owner's Allocation to the Owner , at that time if the owner shall fail to pay the deposit amount then the said amount will be adjusted with floor area at the then market rate.

There shall be no further security deposit payable by the Developer to the owner in cash or kind, other than those specified above.

2. In consideration of the Owner having agreed to grant to the developer the exclusive right to develop the said premises, the developer has agreed to build the said proposed building at its own cost and expenses without calling upon to contribute any amount whatsoever for the construction/plan sanction/C.C./ property Tax till giving possession of Owner Allocation etc., from the Owner.
3. The Owner have appointed the developer as developer of the Premises and the developer have accepted such appointment on the terms and conditions herein contained.

Cont'd....P/10

R. Day

N. K. S.
Partner

W. K. S.

A. K. S.
Amit Kumar

4. The developer of the premises shall be responsible in the following manner: -

- a) After execution of the supplementary agreement both the parties will enter into agreement for sale/or registered agreement for sale of flat/spaces of their respective allocation by K.M.C.
- b) On the day of handing over the Owner's share of allocation the Owner shall refund the security deposit money to the Developers
- c) After handing over the possession of the Owner's Allocation the Developer shall (without any right, claim, interference whatsoever from the owner) have the exclusive right to sell mortgage and/or transfer and/or dispose of and/or alienate and/or otherwise deal with all flat/flats, unit/units, car space/spaces in the said building only to the Developer's Allocation and the developer shall have the exclusive right to execute and register of any flat/flats, unit/units, car parking Space/spaces of Developer's Allocation.
- d) Subject to force majeure and reasons beyond control of the developer within 30(Thirty) months from the date of plan Sanction the developer shall at its own cost and expenses complete the project by constructing the new building and shall deliver possession of the entirety of the Owner's area to the Owner in a tenable condition, as per particulars mentioned in the schedule hereto with such reasonable changes as advised by the Architects.

Be it mentioned here that in the event of any dispute in the title of the Owner in the said land and in case of any sort of encumbrance in the Schedule land created by the owner the Owner shall be fully responsible to settle the same. In case of delay in settlement of such dispute, the Developer shall be allowed with further extension of time for completion of the project as required.

5. The Owner shall be entitled to Owner's Allocation as per schedule mention hereunder.

Cont'd....P/11

Bofan Vyapaar Pvt. Ltd.

Bofan
Director

R. Jay

N. K. M. S. Jay

N. K. M. S. Jay

Anil Kumar

6. The Owner area shall be constructed by the developer for and on behalf of the Owner and/or his nominees. The rest of the new building shall be constructed by the developer for and on behalf of themselves and or for their/its nominees.
7. After getting the Owner's Allocation, the Owner shall, from time to time sell and convey to the developer and/or its nominees the undivided proportionate share in the land contained in the Premises appurtenant to the developer's area in the New Building.
8. If so required by either of the parties, the other party can sign as confirming party in each others deed of conveyance.
- 9.1 The Owner in pursuance of this agreement has executed and registered a General Power of Attorney in favour of the Developer as his nominee by virtue of which the Developer shall be entitled to obtained sanction plan from Kolkata Municipal Corporation, enter into agreement for sale in respect of the Developers Allocations with the intending Purchaser/s and after handing over Owner's Allocation shall also be entitled to execute registered Deed of Conveyance in respect of the Proportionate share of land relating to the area under the Developer's Allocation under this agreement.
- 9.2 The Developer within stipulated time as give hereunder, on completion of the new building and obtaining the completion certificate from Kolkata Municipal Corporation shall put the Owner in undisputed possession of the Owner's allocation together with rights in common facilities and in the said new building.
- 9.3 The Owner shall be entitled to transfer or otherwise deal with the Owner's allocations in the said new building.
- 9.4 The developer shall be free to construct new building in the said Property without imposing any financial burden or liability upon the Owner in any manner whatsoever.
- 9.5 After delivering the possession of the Owner's Allocation to the Owner, the developer shall be exclusively entitled to the developer's allocations in the new building and shall have the absolute right and

Cont'd....P/12

Bofan Vyapaar Pvt. Ltd.

B. S. S.
Director

R. S. S.

N. S. S.

M. S. S.

A. S. S.

full authority to transfer and after getting the possession of the Owner's Allocation, the Owner shall from time to time execute deeds of conveyances in favour of the developer or his/its nominees in respect of the Developer's Allocation If required by the developer **PROVIDED HOWEVER** the costs of such conveyance or conveyances including stamp duty and registration costs shall be exclusively borne by the developer or its nominees as the case may be.

- 9.6 Subject to the aforesaid conditions the decisions of the Architect to be appointed jointly by the Owner and the Developer regarding the construction, building plan, design and control of quality of materials shall be final and binding on the parties hereto.
- 9.7 The Developer at its own cost and expenses erect and complete the building on the said premises in accordance with the building plan sanctioned by the Kolkata Municipal Corporation such materials and with the specifications mentioned in the Schedule hereto and as be recommended by the Architect from time to time.
- 9.8 The Developer at its own cost and expenses shall install and erect pump underground water storage tanks overhead reservoirs, electrical lines from the CESC Ltd. And other facilities in the said building as are required to be provided in a residential building.
- 9.9 After obtaining the sanction plan from Kolkata Municipal Corporation the Owner and the Developer shall enter into and execute a Supplementary Agreement specifying the Owner Allocation and Developer Allocation according to the Sanction Plan.
10. The Developer shall Cause a map or plan to be sanctioned by the Kolkata Municipal Corporation and to obtain all sanction, permission and approval at the cost of the Developer and to make payment of all sanctioned fees and other charges in respect of the said plan.
11. The Developer shall obtain sanction plan of the said building from the Kolkata Municipal Corporation within 8(Eight) months from the date of execution and registration of this development Agreement.

Cont'd....P/13

Bofan Vyapaar Pvt. Ltd.

B. Vyapaar
Director

R. Day

Nirmal K. Saha

Nirmal K. Saha

Sanjit Banerjee

12. The Developer shall complete construction of the building, obtained completion Certificate from the competent authority and handover possession of the flats under Owner's Allocation to the respective owners as stated in SECOND SCHEDULE hereunder written within 30(Thirty) months from the date of obtaining the sanction plan from the Kolkata Municipal Corporation save and except prevented from the force majeure as mentioned hereinafter written.
13. The Developer shall construct erect and complete the said new building and/or buildings at the cost of the developer in accordance with the said sanctioned plan. The said construction of the proposed new building to be completed within a period of 30(Thirty) months from the date of obtaining the sanctioned plan of the building from the Kolkata Municipal Corporation.
14. On completion of the building 30(Thirty) months from the date of obtaining the sanctioned plan of the said building the Developer would handover the possession of owner's allocation flat and spaces with fittings and fixtures detailed in the FOURTH SCHEDULE herein and will execute and register a General Power of Attorney in favour of the Owner or his nominee and will participate as confirming party at the request of the Owner if require, when the Owner's share of allocation area to sell.
15. The Developer shall make payment of the fees of the architect, engineers, surveyors and other agents and/or workmen employed for undertaking the work of construction of the said new building and/or buildings till the completion certificate is obtained from the Kolkata Municipal Corporation.
16. The developer will not claim any right over and in respect of owner's allocation.
17. The construction of the proposed new building in the said premises will be made and completed by the developer solely at its own cost and expenses and it shall bear the responsibility of all payments to concerned including workers, labours, masons and for all building materials that will be required for such construction in full and final

Cont'd....P/14

R. Day

Nimish Roy

Diptak K. Saha

Asmit Banerjee
Ujjal Kumar Singh
Partner

Bolan Vyapaar Pvt. Ltd.

Director

settlement. The Developer will not claim any reimbursement of the cost, charges and expenses on any account of the cost of construction in terms of this agreement.

18. The building shall be of perfect and uniform construction with best available standard and first class super building materials, fittings and fixtures and other common facilities and other spaces intended or meant for the enjoyment of the occupiers of the said proposed new building and shall strictly in compliance with the sanctioned plan.
19. The Developer undertake to the owner to indemnify and to keep the owner indemnified against all actions, suits, cost, proceedings and claim whatsoever that may arise out of the developers action with regard to the proposed development of the said premises and/or in the matter of construction of the proposed new building on the said premises and/or for any constructional and/or any other defect therein but the developer will not be responsible for any dispute and/or defects may arise from the owner's land.
20. The Developer shall not violate or contravene any of the provisions, rules and regulations etc. as prevailing as per law applicable for the construction of the said proposed new building.
21. After execution of Supplementary development agreement each of the parties shall be entitled to enter into agreement for sale/or registered agreement for sale/sales in respect of their respective allocations without any interference or hindrance from each other. After handing over the possession of the owner's allocation as per this development agreement the Developer will have the absolute right to registered Deed of Sale of any flat/units, apartment or car parking spaces of Developers' Allocations and if requested by the Developer then the Owner shall become the vendor of the deeds and in the event of any sale and of transfer any part of the owner's Allocation, the owner shall be entitled to do so without any interference and/or hindrance from the developer and no prior consent would be required for such sale or transfer and in case the owner want to transfer full or any portion of owner's Allocation to any Third Party the developer will not have any objection whatsoever for such transfer and the developer will give full and unconditional consent and the developer will also procure all statutory permission for such transfer, if required.

Cont'd....P/15

Bofan Vyapaar Pvt. Ltd.

B. S. S.
Director

R. Day

Nimish Roy

Hiphat M. Saks

Avinit Banerjee Ujjal Kumar Das

22. The Developer assured that within 8(Eight) months from the date of registration of this agreement, the Developer will get the plan sanctioned from Kolkata Municipal Corporation and start construction and thereafter if the work remains totally suspended for a continuous period of 3 (three) months save and except any prevention of Force Majure or any dispute on land of the owner then and in that event the owner shall be entitled to cancel and rescind this agreement subject to prior written intimation showing the proper cause to the developer and the developer will be bound to handover peaceful vacant possession of the said property immediately on demand of the owner and the owner will be at liberty to forfeit the Security deposit.
23. Before handing over possession of the units under Owner's Allocation, the Developer shall at its own cost and expenses obtain main electricity connection, water supply and sewer connections and completion certificate from the competent authorities.
24. The spaces and amenities that shall be provided by the Developer in the said building for common use and purposes of the co-owners/occupants of the said building have been specified in the FIFTH SCHEDULE hereunder written.
25. On completion of construction of the said building and handover the Owner's share of allocation with dispose of Developers allocation to the intending Purchaser/s, the owner and the Developer shall take steps for formation of the Association.
26. Time of 30(thirty) months from the date of obtaining the sanctioned plan from the Kolkata Municipal Corporation is the essence of this agreement subject to no dispute and defects will arise from the title of the said land. And the developer will be bound to complete the project and handover possession of the owner's Allocation (with Completion Certificate and other statutory certificate or permission as applicable) within that 30(thirty) months time and in case of any delay beyond the 30months the developer will pay the owners of Rs.15,000/- per month as damages till such Owner's Allocation is not delivered as above to the Owner, maximum 6 months . At the same time after offering possession of the owner's allocation alongwith Completion Certificate and other statutory certificate or permission as applicable (owner's

Cont'd....P/16

R. Roy

Nilemish Roy

Nipal Kr. Laha

Anirudh Kumar

Bofan Vyapaar Pvt. Ltd.

Director

allocation will be constructed and completed as per Fourth Schedule of this agreement) through 15 day's written notice of possession if the owner will make delay to take over his respective allocation as per this development agreement and also supplementary agreement inspite of developers readiness and willingness to deliver and/or handover the possession to the owner in that event the owner shall pay Rs.15,000/- per month as damages compensation till the Owner accepts the Owner's Allocation, maximum for 6 months.

27. The Developer will never assign or nominate all its right/title or interest without written consent of the owners.
28. The owner shall not be responsible and/or liable for any financial or other liabilities arising out of any sale by the developer or for any compensation of any kind arising out of the death, injury of any worker, labors, mason etc. appointed by the developer and/or its agents, contracts, nominee or nominees.
29. The Developer will be responsible to handle and solve all local problems or affairs that may crop up during and in course of construction of the proposed new building in the said premises, the Developer will settled all problems and affairs at their own cost in respect of the construction save and except any disputes arises on title of the said land.
30. In the event of any default or breach of any of the terms and conditions on the part of the Developer , all the partners shall become personally liable of such default or breach , in this situation the Owner shall not suffer loss and he has every right to cancel this Development Agreement and Power of Attorney(given to the Developer)and the Developer will be bound to return back peaceful khas possession of the said property to the Owner and in such event all the structures or unfinished building standing on the said property and also the Security Deposit will become property of the Owner exclusively but the Developer will get from the Owner the cost of construction of unfinished building as will be assessed by an experienced engineer (who will be appointed mutually by both the parties).

Cont'd....P/17

Bofan Vyapaar Pvt. Ltd.

S. S. S.
Director

R. Day

Nilemch. Roy

Pratik K. Saha

Ankit Ranjan Ujjalkumar

31. Developer will not make the owners liable for contravention/violation of any statutory rules/laws during construction of the said building save and except any dispute arises in respect title of the land of the owner.
32. The Developer will not abandon the project, unless prevented by law and/or natural calamities or unforeseen circumstances beyond human control.
33. The Developer has agreed to complete the work of construction of the new building within a period of 30(thirty) months from the date of obtaining the sanctioned plan from the Kolkata Municipal Corporation of this building and if within the said period the owner's Allocation is not completed and made fit for habitation and to the satisfaction of the owner as mentioned before then and in that event the developer shall be liable and agree to pay penalty at the rate of Rs.15,000/- per month till such time the work of construction is completed and if the said new building is not completed within 6(Six) months thereafter (i.e. after 36 months of obtaining the sanctioned plan) the owner shall be entitled to cancel and rescind this agreement and the Power of Attorney(Given to Developer) subject to prior written intimation explaining the proper cause for such to the developer and the developer will be bound to handover peaceful vacant possession of the said property and in such event the security deposit and all the structures or unfinished building standing on the said property will become property of the owner exclusively but the Developer will get from the Owner the cost of construction of unfinished building as will be assessed by an experienced engineer (who will be appointed mutually by both the parties).
34. Force Majeure shall mean and include an event preventing either party from performing any or all of its obligations under this agreement, which arise from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the control of the party so prevented and does not arise out of a breach or default by such party of any of its obligations under this agreement being any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural

Cont'd....P/18

Bolan Vyapaar Pvt. Ltd.

[Signature]
Director

[Signature]
R. Day

[Signature]
Nilimuch Roy

[Signature]
Mital K. Saha

[Signature]
Amit Banerjee

physical disaster, war, military operations, riot, crowd disorder, terrorist action and civil commotion strike, lock outs, and any new legislation, regulation, ruling or any relevant Government or Court orders.

35. The cost and legal fees and stamp duty etc. for registration of this development agreement along with power of Attorney will be borne exclusively by the developer.
36. The developer shall pay and bear all property taxes and other dues and outgoings in respect of the existing building accruing due as and from the date of obtaining possession of the said premises from the Owner.
37. As soon as the new building is completed, within stipulated time as hereunder the developer shall obtain completion certificate, occupancy certificate from the Kolkata Municipal Corporation if at all necessary and shall intimate the Owner in writing to take delivery of the Owner's allocations in the said new building. The Owner's allocations in the said new building shall be according to the specifications and schedule hereunder.
38. From the date of handing over possession of Owner's Allocation the rates and taxes to be paid in respect of the respective allotments in the New Building shall be paid by the parties in proportion of their respective allotments in the said new building. The developer shall however be responsible for any defective materials or any defect of manufacture and/or deviation from plan. From the date of handing over possession of Owner's Allocation the Owner or his transferees/ Occupiers of Owner's Allocation and the developer or its transferees/ Occupiers of Developer's Allocation shall punctually and regularly pay and bear respective rates and taxes for their respective allocations to the concerned authorities.
39. As and from the date of delivery of possession of the Owner's allocations the Owner or Purchasers/ occupiers of the Owner's Allocation shall also become responsible to bear and shall forthwith pay on demand to the developer (and after formation of the Housing

Cont'd....P/19

Bofan Vyapaar Pvt. Ltd.

Sudhir
Director

Amit Kumar Chakraborty

Mohd. K. Khan

Nilimashree

R. Day

Society / Association, to such Housing Society / Association) the proportionate maintenance charges for the common facilities in the new building payable in respect of the Owner's allocation such charges are to include proportionate share of lights, sanitation or maintenance, occasional repair and renewal charges, charges for bill collection and management of the common facilities etc. together with other co-Owner of flats of the building.

40. The Owner shall not intentionally do any act, deed or thing whereby the developer shall be prevented from proceeding with construction of the said project.

41. Both the parties herein and their nominees or transferees shall follow some **COMMON RESTRICTIONS:**

I. The Owner's and Developer's respective allocations in the building shall be subject to the same restriction and usages as applicable in the building intended for common benefits of all occupiers of the building which shall include the followings.

II. Neither party shall use or permit to be used the respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupier of the building.

III. Neither party shall demolish fix nor permit demolition of any wall or other structure in their respective allocations or any portions thereof or make any structural alternations therein without the provisions and consent of the other in that behalf and maintaining Kolkata Municipal Corporation Rules.

IV. Both parties shall abide by all laws, by laws, rules and regulations of the Government, Statutory Bodies and or bodies as the case may be and shall attend to answer and be responsible for any deviation and/or of any of the said laws, bye-laws, rules and regulations.

V. The respective allottees 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 allocations in the building in

Cont'd....P/20

Bofan Vyapaar Pvt. Ltd.

Director

good working conditions and repairs and in particular not to cause any damages to the building or any other space or portion therein and shall keep the other occupiers of the building indemnified from and against the consequence of any breach.

- VI. After delivery of Owner's Allocation (on receiving 24 hours prior notice) the Owner or Purchasers/ occupiers of the Owner's Allocation shall permit the developer and its men, agents and servants or Association's men with or without materials and others at Day times to enter upon the Owner allocations and/or every part thereof for the purpose of maintenance and repairing and maintaining, cleaning, lighting and keeping in order and good conditions any common facilities and/or for the purpose of maintenance.
42. The Owner doth hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the said building at the said Premises by the developer, so far the construction work is done strictly in accordance with the sanctioned building plan and specification.
43. The Owner doth hereby agree 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 of any of the developers allocated portion in the building at the said premises.
44. The Owner hereby agree and covenant with the developer not to let out, grant, lease, mortgage and/or charge the said premises or any portions thereof without the consent in writing of the developer during the period of construction except the Owner's share in the said New Building.
45. The Owner in pursuance of this agreement has executed and registered a General Power of Attorney in favour of the Developer as its nominee by virtue of which the Developer shall be entitled to obtain sanction plan from Kolkata Municipal Corporation enter into agreement for sale in respect of the Developer's Allocations and after handing over Owner's Allocation shall also be entitled to execute registered Deed of Conveyance in respect of the Developer's share of allocation including Proportionate share of land relating to the area under the Developer's Allocation under this agreement.

Cont'd....P/21

Bofan Vyapaar Pvt. Ltd.

Director

R. Day
Partner

Nirmesh Roy
Partner

Pipal K. Saha
Partner

Ujjal Kumar Das
Partner

Amrit Banerjee
Partner

NIRMAAN

46. After giving Owner's Allocation the Owner shall have "No Objection" if the Developer Allocation the Developer sell and transfer its area / allocation to the intending purchaser's and collect consideration amount thereof.
47. The Owner shall be fully responsible to make marketable title of the Schedule property free from all encumbrances.
48. The owner will always have the right to visit, enter into the said property even when the construction is going on and the owner can read and see all documents/plans/permissions concerning the said property.
49. That the Owner shall hand over the Xerox set of the Original Title Deeds and documents of the Schedule property to the Developer at the time of signing of this Agreement which shall remain in the custody of the Developer. Owner will produce original as needed by Developer.
50. That the Owner shall arrange mutation and amalgamation of said premises in its own names if not already done and pay for K.M.C. Arrear Taxes upto the date of execution of this Development Agreement for which necessary cost shall be borne by the Owner.
51. That the Owner shall extend all co-operation to the Developer and sign papers, confirmation and / or other authorization as may be reasonably required by the Developer from time to time for the project at the costs and expenses of the Developer.
52. That in the event of any Third Party claim on title of land of the Schedule property the owner shall be fully responsible to meet up the same from the Owner's Allocation. In such circumstances the owner hereby is liable to return the Paid up Security Deposit amount within 3(Three) months of demand by the Developer.
53. That the owner in case of the plan sanction being not granted by the competent authority due to any Govt. circular or notice due to acquisition or requisition or vesting reasons within 3(Three) months of registration of this Development Agreement the owner hereby is liable to return the Paid up security deposit within 3(Three) months .

Cont'd....P/22

R. S. S.

N. K. S.

P. K. S.

A. K. S.

Bofan Vyapaar Pvt. Ltd.

Director

54. The Developer shall not be entitled to transfer and /or assign the benefits of this agreement or any portions hereof before delivering complete peaceful vacant possession of the Owner's Allocation to the Owner.
55. The developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions or rules applicable to construction of the said building and the materials used for construction.
56. The developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying selling assigning and/or disposing any of the Owner allocation in the building at the said Premises.
57. The developer hereby agrees not to part with possession of the developer's allocations or any portion thereof unless possession of the Owner's allocations is delivered to the Owner **PROVIDED HOWEVER** it will not prevent the developer from entering into any agreement for sale on any part/portion of the developer's allocations.
58. The Owner hereby undertake that the developer shall be entitled to construct the said New Building (as per KMC sanctioned plan) and shall enjoy the developer's allocated space without any interference or disturbances provided the developer performing and fulfilling all the terms and conditions herein and/or on the part of the developer to be observed and performed.
59. The developer hereby undertake to keep the Owner indemnified against all actions, suits, proceedings and claims that may arise out of the developers actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or any defect therein.
60. The Owner and the developer have entered into the agreement purely as a contract and nothing contained shall be deemed to construe as partnership between the Owner and the developer or as a joint venture between the parties hereto nor in any manner shall the parties constitute as association of persons.

Cont'd....P/23

R. S. S.

N. S. S.

P. S. S.

L. S. S.

A. S. S.

Bofan Vyapaar Pvt. Ltd.

Director

61. Immediately upon the Developer obtaining Sanction Plan within 60(Sixty) days of Sanction Plan the Developer shall start construction of the said building at the said premises as per the terms of this Agreement.
62. It is understood that from time to time to facilitate the construction of the building by the developer various deeds matters and things not specified herein may be required to be lawfully done by the Owner and various applications and other documents may be required to be signed or made by the Owner relative to which specified specific provisions may not have been mentioned herein, the Owner doth hereby undertake to do all such acts deeds and thing and matters. **PROVIDED HOWEVER** that all such acts, deeds matters and things do not in any way infringe the rights of the Owner and/or against the spirit of these presents.
63. The Owner shall not be liable in any Income Tax, or any other taxes whether in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against, suits, proceeding costs, charges and expenses in respect thereof.
64. Any notice required to be given by either of the parties shall be delivered by hand or sent by prepaid registered post to the office of the other party.
65. The developer and the Owner shall mutually frame a scheme for management and administration of the said building and/or common parts thereof. The Owner and the Developer hereby agree to abide by all to rules and regulations to be framed by the society/ association/ building organization and/or other organization who will be in charge of such management and hereby gives their respective consent to abide by such rules and regulations.
66. The name of the building shall be given and/or assigned mutually by both the parties in due course. Nothing in these presents shall be construed as demise or assignment or conveyance in law of the said Premises or any part thereof to the developer by the Owner or as creating any right title or interest in respect thereof in favour of the

Cont'd....P/24

Bofan Vyapaar Pvt. Ltd.

Director

R. Day

Nimesh Roy

Asit K. S. S. S.

Ujjwal Kumar Singh

Avinil Banerjee

developer other than license in favour of the developer to develop the same in terms of these presents.

67. As and from the date of completion of the building the developer and/or their transferees and the Owner and/or his transferees shall be responsible on account of the ground rent and wealth tax and other taxes payable in respect of their respective spaces.
68. This Original Development Agreement and Registered Power (given in favour of the Developer) will remain in Developers' custody. The Owner shall give for inspection original title deeds and other papers or documents to the Developer which shall remain with the Owner's custody. Provided that the original Development Agreement and Development Power of Attorney shall be shown to the Owner by Developers as and when asked by Owner.
69. The proposed building to be constructed by the developer shall be made in accordance with the specifications more fully and particularly mentioned and described in the Schedule hereunder written.
70. It is hereby made clear that the construction of the building at the said premises must be done in accordance with the sanctioned building plan.
71. It is also made clear that after completion of construction of the New Building and after obtaining clearance certificate and other formalities from Kolkata Municipal Corporation and concerned Authority, the developer shall deliver possession of the Owner's allocations to the Owner first, if C.C. not officially available then another 3(Three) months of grace period shall be allowed after 30(Thirty) months of construction period.

ARBITRATION

- I. Save and except what has been specifically stated hereunder all disputes and differences between the parties hereto arising out of the meaning construction or import of this agreement shall be adjudicated by reference to sole arbitration of Shri Jagannath Gupta of 502, M.G. Road, Budge Budge, Kolkata, and the award shall be final and

Cont'd....P/25

R. Roy

Nimesh Roy
Partner

Prabhu K. Saha
Partner

Amit Banerjee
Partner

Bofan Vyapaar Pvt. Ltd.
Director

conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and conciliation Act, 1996 and its statutory modification and/or reenactments thereof from time to time.

- II. Notwithstanding the arbitration clause as referred to hereinabove, the right to sue for specific performance of this contract by one party against the other shall remain unaffected.

JURISDICTION

The Court of Allpore shall have the jurisdiction to entertain and determine between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO The Said Property

ALL THAT the piece and parcel of Land measuring about 3(Three) Cottahs 0(Zero) Chittak 0(Zero) Sq. ft. be the same little more or less alongwith 200 Sq. ft. Tile Shed structure standing thereon, comprised of and contained in Mouza - Laskarhat, R.S. No. 151, J.L. No.11, under Collectorate Touzi Nos. 2998, Sebak Khatian No.150, Hal Khatian No.220, under R.S. Dag No.344, within the limits of the Kolkata Municipal Corporation Ward No. 107, being Premises No.1415, Laskarhat, P.S. Tiljala now Kasba, Kolkata, District South 24 Parganas within Ward No. 107, having Assessee No.31-107-08-1415-1, together with all easement right thereto which is butted and bounded as follows :-

ON THE NORTH	::	BY LAND OF S. SHAW ;
ON THE SOUTH	::	BY LAND OF ASHIMA DAS ;
ON THE EAST	::	BY 12' FEET WIDE K.M.C ROAD ;
ON THE WEST	::	BY OTHER'S LAND ;

THE SECOND SCHEDULE ABOVE REFERRED TO (OWNER ALLOCATIONS)

50% of F.A.R. and include the unit/units/space/spaces/area/areas in different floors of the said building.

Cont'd....P/26

R. Day

Nitish Das

Pratibha Das

Asmit Banerjee

Bofan Vyapaar Pvt. Ltd.

Director

THE THIRD SCHEDULE ABOVE REFERRED TO :
(DEVELOPER ALLOCATION'S)

50% of F.A.R. and include the unit/units/space/spaces/area/areas in different floors of the said building

THE FOURTH SCHEDULE ABOVE REFERRED TO :
General Specification of Building Construction
(GENERAL SPECIFICATION)

- | | | |
|----|---|--|
| A. | General | The building shall be of RCC framed structure as per design of the Architect. |
| B. | Brick Wall | All exterior brick wall shall be 8"/10" thick with bricks of approved quality in cement sand Mortar (1:6). All partitions shall be 3" or 5" thick with brick of approved quality in cement Sand mortar (1:4). |
| C. | Flooring, Skirting & Dado | All rooms and Drawing/Dining and Verandah are laid with vitrified tiles of good quality 2' x 2' and to skirting upto 4" height.
ii) Kitchen will have tiles in upto 3'-0" from cooking Table Top.
iii) Anti-skid tiles in toilet's floor and glazed tiles (kajeria/johnson) will be provided upto door frame height. |
| D. | Interior finishing and ceiling | Cement sand (1:6) plaster with P.O.P. Finish will be provided on the walls and ceiling. |
| E. | Exterior finishes
Plastering walls
Chajjas etc. | i) Cement Sand (1:6) plaster will be provided on the walls surface over which decorative cement paint will be applied.
(ii) Cement Sand (1:4) plaster will be provided to projections line as hand, corridor etc. over which decorative cement paint will be applied.
ii) Weather coated of Asian paints |

Cont'd....P/27

Bofan Vyapaar Pvt. Ltd.

S. P. K.
Director

F. Door & frame

- a) Malaysian Sal wood door frame.
- b) Main door of Teak pasting flash door.
- (c) All other inside doors will have door skin pasting flash door (32mm) (ISI)
- (d) 8" long aluminum Tower bolt from inside and Door Stopper, and Buffer.
- (e) Telescopic peep-hole and Security Chain (Main door at flat entrance).
- (f) Number plate on the top of the entrance door.
- (g) Toilet doors: PVC or Flush Door.
- (h) 6 Lever Mortis Lock in main Door other Door will have cylindrical Lock (ISI marked)

G. Windows

- a) Aluminum Sliding windows with tinted Glass.
- b) All windows shall be provided with integrated M.S. grills.

H. Toilets

- a) 2(Two) Western Commode with cistern made by Parryware/Hindware
- b) Shower in main Toilet with Hot and Cold water arrangement.
- c) 20" X 16" wash basin (white), All Taps (ISI marked).
- d) One brass Tap with Faucet.

I. Kitchen

- a) Black top granite cooking platform.
- b) SS sink size 18" x 22".
- c) Sink Cock

J. Stair Case

- a) Flooring: Marble floor and skirting of 4" high.
- b) M.S. railing with wooden top (3'-0")
- c) Stair case room will be provided with M.S. grill with Aluminum windows for light and ventilation as per design.
- d) Suitable rain water pipe for proper drainage of water from roof (PVC).

Cont'd....P/28

Bofan Vyapaar Pvt. Ltd.

Director

K. Water Supply

Overhead RCC Reservoir will be provided with capacity as per Plan sanction suitable electric pump with Motor will be installed on Ground Floor to deliver water to overhead tank from ground reservoir connected to Municipal Water supply through K.M.C. connection.

L. Electrical Installation

- a) Separate wiring of each flat or separate: Meter (C.E.S.C. deposit money payable by the Purchasers) with 5 KVA polyphase.
- b) Three light points, Two fan point and 1(one) 15 Amp plug point in drawing and living space with 1(one) T.V. Point.
- c) One Fan point, Three light points and one plug point in each bed room save and except 1(one) A.C. Point in Master Bed Room.
- d) One light point and one plug point, one exhaust fan point, 15 AMP plug point in Kitchen.
- e) Two light points for each toilet, one geyser point, and Exhaust Fan one light point one exhaust for W.C.
- f) One light point in each floor in stair case room.
- g) Separate Electric meter for common areas and facilities (cost will be paid by the Developer).
- h) Switch will be modular.
- i) Electric insulation wire will be Finolex.

Grill gate as per design will be provided in main entrance at Ground Floor and Roof.

Any deviation from the above specification shall be treated as extra work and the Owner/Purchasers shall bear the cost involved therefore, as per the demand of the Developer.

6 Passengers Lift of reputed make.

Cont'd....P/29

M. Compound

N. Extra work

O. Lift

Bolan Vyapaar Pvt. Ltd.

Director

Note :

- 1) Yearad gully/ Mainhole covers/ Jalls/ Jafferles In common areas to be provided heavy duty to sustain the weights of cars and other vehicles.
- 2) Water taps in ground floor and water taps in on roof may be provided in case of need.
- 3) All tanks as per specifications and should be checked for leak and dampness and seepage.

THE FIFTH SCHEDULE ABOVE REFERRED TO :
(Common Areas/ Common Facilities)

- 1) The entire concrete structure (excluding the flats and spaces in Owners' allocation and also the flats and spaces in Developer's allocation) of the New Building.
- 2) Stair case, Lift and the light in the stair-case.
- 3) Underground water reservoir.
- 4) Over-head water tank.
- 5) Pump and motor for lifting water from underground reservoir to over head water tank.
- 6) Septic tank
- 7) Boundary wall.
- 8) Entrance gate.
- 9) Passage from entrance gate to stair case on the ground floor.
- 10) Space between boundary walls and outer walls of the building.
- 11) Outer walls of the building.

Cont'd....P/30

R. Jay

Wilmes Jay

Wipul K. Saks

Avin't Bonine Ujjal Komerdy.

Bofan Vyapaar Pvt. Ltd.

Director

- 12) Top roof of the building.
- 13) Pump room.
- 14) Meter room.
- 15) Darwans's room.
- 16) Court-yard.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. The expenses of maintaining, repairing, redecorating, etc. of the building and in particular of roof, water tanks, gutters and rain water pipes of the building, water pipes and electric wires, in under or upon the building and enjoyed or used by the Purchaser/s in common with the other occupiers and the main entrance, passages, landings and staircases of the building and the boundary walls of the building compounds, terrace, etc.
2. The cost of cleaning and lighting the passage, landings, staircase and other parts of the buildings so enjoyed or used by the Purchaser/s as aforesaid.
3. The cost of the salaries of Mallis, clerks, bill collectors, sweepers, watchmen, etc. as may be appointed by Developer or Association.
4. The cost of working, electricity charges and maintenance of water connection, lights, lifts, pumps and other services.
5. Municipal and other taxes.
6. Cost of Painting of common areas and fire extinguishers.
7. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

Cont'd....P/31

R. Day

Nilimesh Roy

Vipul K. Saks

Amit Banerjee
Ajit Kumar

Bofan Vyapaar Pvt. Ltd.

Subir

Director

IN WITNESS WHEREOF the parties put their respective hands and seals on the day, month and year first above written.

SIGNED AND SEALED AND DELIVERED

by the **OWNER** at Kolkata in the presence of: -

1. Pooja Sankar
64 Bentinck St
Kolkata - 69

Bofan Vyapaar Pvt. Ltd.
Satyendra Kumar
Director

(OWNER)

2. অসিত সানু
কলিকতা - ৭০০০৩৯

SIGNED AND SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in the presence of:-

1. Pooja Sankar

Asmit Banerjee
Partner

FOR BARUN NIRMAAN

Vijal Kumar
Partner

FOR BARUN NIRMAAN

Prithvi K. Saha
Partner

Vikram Singh
Partner

2. অসিত সানু
কলিকতা - ৭০০০৩৯

FOR BARUN NIRMAAN

R. Day
Partner

(DEVELOPER)

Drafted by: Aravind Kumar Das
Advocate,
177/11/8, Pienic Garden Road,
Kolkata - 700039.

-MEMO-

RECEIVED from within named Developer the within mentioned sum being **SECURITY DEPOSIT** of Rs.5,00,000/- (Rupees Five Lakhs) only as per memo below: -

Paid by Cheque being No.012890
dated 12.09.2014 drawn on
Axis Bank, Survey Park Branch

Rs.5,00,000/-

(Rupees Five Lakhs) only.



Bofan Vyapaar Pvt. Ltd.
Satyendra Kumar
Director

(OWNER)









WITNESS:

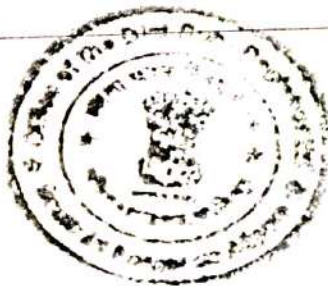
1. *Partha Sarkar*
Gt Bhatnagar St
Kolkata - 700
2. *অমিত কুমার*
কলকাতা
২০০ - ২০০

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the D.S.R. - III SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 08083 / 2014, Deed No. (Book - I , 07698/2014)
Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Satyendra Gupta 237, Dharmatala Road, Kolkata, Thana:-Budge Budge, P.O. :-Budge Budge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700137	 26/09/2014	 LTI 26/09/2014	<i>Satyendra Gupta</i> 26/9/14

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Satyendra Gupta Address -237, Dharmatala Road, Kolkata, Thana:-Budge Budge, P.O. :-Budge Budge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700137	Self	 26/09/2014	 LTI 26/09/2014	<i>Satyendra Gupta</i>
2	Arijit Banerjee Address -385, Madhurdah, Kolkata, Thana:-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107	Self	 26/09/2014	 LTI 26/09/2014	<i>Arijit Banerjee</i>
3	Ujjal Kumar Dey Address -28/9, New Ballygunge Road, Kolkata, Thana:-Tiljala, P.O. :-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107	Self	 26/09/2014	 LTI 26/09/2014	<i>Ujjal Kumar Dey</i>
4	Biplab Kumar Saha Address -638, Naskarhat Tagore Park Main Road, Kolkata, Thana:-Kasba, P.O. :-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039	Self	 26/09/2014	 LTI 26/09/2014	<i>Bioplak K. Saha</i>



(Signature)
Director of Registration-III
Alin (Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS

Government of West Bengal
Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
Office of the D.S.R. - III SOUTH 24-PARGANAS, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 08083 / 2014, Deed No. (Book - I , 07698/2014)

Signature of the person(s) admitting the Execution at Office.

Admission of Execution By	Status	Photo	Finger Print	Signature
5 Nilimesh Roy Address -C40, Kalikaplace, Naskarhat, Kolkata, Thana:-Kasba, P.O. :-Tiljala, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039	Self	 26/09/2014	 LTI 26/09/2014	<i>Nilimesh Roy</i> 26/9/14
6 Raaj Das Address -A/37, Nandan Kanan, Santoshpur, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700075	Self	 26/09/2014	 LTI 26/09/2014	<i>R. Das</i>

Name of Identifier of above Person(s)

Arabinda Dhan Das
177/11/8, Picnic Garden Road, Kolkata, Thana:-Kasba,
District:-South 24-Parganas, WEST BENGAL, India, Pin
:-700039

Signature of Identifier with Date

Arabinda Dhan Das.
26/09/2014 *Advocate*



[Signature]
District Sub-Registrar
Alipore, South 24 Parganas

(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS



Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07698 of 2014
(Serial No. 08083 of 2014 and Query No. 1603L000015770 of 2014)

On 26/09/2014

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:

Amount by Draft

Rs. 5542/- is paid , by the draft number 683344, Draft Date 24/09/2014, Bank Name State Bank of India, KALIKAPUR, received on 26/09/2014

(Under Article : B = 5489/- ,E = 21/- ,H = 28/- ,M(b) = 4/- on 26/09/2014)

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.-57,60,000/-

Certified that the required stamp duty of this document is Rs.- 7021 /- and the Stamp duty paid as : Impresive Rs.- 1000/-

Deficit stamp duty

Deficit stamp duty Rs. 6030/- is paid , by the draft number 683345, Draft Date 24/09/2014, Bank : State Bank of India, KALIKAPUR, received on 26/09/2014

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

Presented for registration at 13.53 hrs on :26/09/2014, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Sri Satyendra Gupta ,Executant.

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

Execution is admitted on 26/09/2014 by

1. Sri Satyendra Gupta
Managing Director, Bofan Vyapaar Pvt Ltd, 237, Dharmatala Road, Kolkata, Thana:-Budge Budge, P.O. :-Budge Budge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700137.
, By Profession : Business
2. Sri Arijit Banerjee
Partner, M/s. Barun Nirmaan, 385, Madhurdah, Kolkata, Thana:-Tiljala, P.O. :-E. K. T. P, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107.
, By Profession : Business
3. Sri Ujjal Kumar Dey
Partner, M/s. Barun Nirmaan, 385, Madhurdah, Kolkata, Thana:-Tiljala, P.O. :-E. K. T. P, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107.
, By Profession : Business



District Sub-Registrar-III
Alipore, South 24 Parganas

(Rajendra Prasad Upadhyay)

DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

26/09/2014 15:37:00

EndorsementPage 1 of 2



Government Of West Bengal
Office Of the D.S.R. - III SOUTH 24-PARGANAS
District:-South 24-Parganas

Endorsement For Deed Number : I - 07698 of 2014
(Serial No. 08083 of 2014 and Query No. 1603L000015770 of 2014)

4. Sri Biplab Kumar Saha
Partner, M/s. Barun Nirman, 385, Madhurdah, Kolkata, Thana:-Tiljala, P.O. :-E. K. T. P., District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107.
, By Profession : Business
5. Sri Nilimesh Roy
Partner, M/s. Barun Nirmaan, 385, Madhurdah, Kolkata, Thana:-Tiljala, P.O. :-E. K. T. P., District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107.
, By Profession : Business
6. Sri Raaj Das
Partner, M/s. Barun Nirmaan, 385, Madhurdah, Kolkata, Thana:-Tiljala, P.O. :-E. K. T. P., District:-South 24-Parganas, WEST BENGAL, India, Pin :-700107.
, By Profession : Business
- Identified By Arabinda Dhan Das, son of . . ., 177/11/8, Picnic Garden Road, Kolkata, Thana:-Kasba, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700039, By Caste: Hindu, By Profession: Advocate.

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH
24-PARGANAS



District Sub-Registrar-III
Alipore, South 24 Parganas

(Rajendra Prasad Upadhyay)
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS

ificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 19
Page from 1341 to 1380
being No 07698 for the year 2014.



(Rajendra Prasad Upadhyay) 21-October-2014
DISTRICT SUB-REGISTRAR-III OF SOUTH 24-PARGANAS
Office of the D.S.R. - III SOUTH 24-PARGANAS
West Bengal

District Sub-Registrar-III
South 24 Parganas