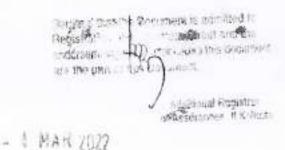
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भारत INDIA

अन्यत्रका पश्चिम संपाल WEST BENGAL

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DEVELOPMENT AGREEMENT

BETWEEN

Patter Change Inches



Govt. of West Bengal Directorate of Registration & Stamp Revenue GRIPS eChallan

GRN Details

GRN:

192021220197863421

GRN Date:

03/03/2022 21:17:34

BRN:

IK0BOHMZJ3

Payment Status:

Successful

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Payment Mode:

Online Payment

Bank/Gateway:

State Bank of India

BRN Date:

03/03/2022 21:03:09

Payment Ref. No:

2000672877/1/2022

[Query No.*/Query Year]

Depositor Details

Depositor's Name:

Dipak Jana

Address:

Kolkata

Mobile:

6296030799

Depositor Status:

Others

Query No:

2000672877

Applicant's Name:

Mr B Mandal

Identification No:

2000672877/1/2022

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1 -	2000672877/1/2022	Property Registration- Stamp duty Property Registration- Registration Fees	0030-02-103-003-02	/
		Topounium I cus	0030-03-104-001-16	21

IN WORDS: NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.

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AANODAYA DISTRIBUTORS PRIVATE LIMITED AANCA2546D), a company incorporated under the Companies act, 1956, (having having its principal place of business at 140/22, N.S.C. Bose Road, Post Office and Police Station - Regent Park, District - South 24 Parganas, Pin - 700040, represented by its Director MR. TAPAS KUMAR LAHIRY (having PAN ACDPLO615P & Aadhar No. 4674 3056 8180), son of Late Sachindra Nath Lahiry, by faith - Hindu, by occupation - Business, by nationality and citizenship - Indian, residing at Flat No. 204, 94, M.B. Sarani, Peerless, Mourya Mansion, Post Office and Police Station - Regent Park, Kolkata - 700040, District - South 24 Parganas, hereinafter called and referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successors- in-interest, successors- in-office, executors, administrator, legal representative, agents and assigns etc.) of the FIRST PART.

AND

M/S. R.K. CONSTRUCTION (having PAN ABAFR9392M), a partnership firm, having its registered office at 2/68, Regent Colony, Post Office – Regent Park, Police Station – Jadavpur, Kolkata – 700040, District – South 24 Parganas, West Bengal, being represented by its Partners 1. MR. KAILASH MAHAPATRA (having PAN AYWPM902H and Aadhar No. 9120 1382 5761), son of Sri Gouranga Mahapatra, having permanent residence at Village – Thentana, Post Office – Boba Gualipada, Police Station – Delenga, District – Puri, Orissa, Pin Code – 752016 and presently residing at 2/76 A, Regent Colony, Post Office – Regent Park, Police Station – Jadavpur, Kolkata – 700040 and 2. MR. RAMCHANDRA ROY (having PAN AHMPR6816J and Aadhar No. 6890 8885 7530), son of Late Gurupada Roy having residence at 51/5, Regent Colony, Post Office – Regent Park, Police Station – Jadavpur, Kolkata – 700040

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hereinafter jointly called and referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deem to mean and include his legal heirs, successors, successors-in-office, successors-in-interest, executors, administrator, legal representative, agents and assigns etc.) of the SECOND PART.

WHEREAS by an Indenture of Lease dated 1st day of April, 1936, one Sri Mahendra Kumar Ghose, a member of the Adi Ganga Co-operative Colony Limited, took settlement of 7.03 Acres of lands, at Village - Rainagar recorded in Khatian No. 394, Touzi No. 1347, J.L. No. 47, comprised in Plot Nos. 2,4,21/482,23,28,23,3 & portion of Plot no. 60 and he after taking settlement of the above mentioned landed property, made considerable improvements and while in such occupation the collector of 24 Parganas, in case No. K.M. 117/49(XII) by his order dated 07.05.1949 directed him to remain in possession and to settle a substantial portion thereof and accordingly the persons who had taken settlement of lands resolved to form themselves into a Co-operative society named ADI-GANGA CO-OPERATIVE COLONY LTD, a Society Registered on the 13th day of February, 1951.

AND WHEREAS By an indenture dated 21st day of July 1954, registered before the Sub Registrar, Alipore and therein recorded in Book no. I, Volume no. 76, Pages from 289 to 293, being no. 5055 for the year 1954 the said Adi-Ganga Co-operative Colony Ltd, mentioned as Vendor therein transferred and conveyed and assured ALL THAT piece and parcel of land measuring 5 Cottahs 9 Chittacks, be the same or a little more or less, comprised in Plot No. 6 and C.S. Khatian No. 394 and Hal Khatian No. 473, Dag no. 2/567, under mouza – Rainagar, J.L. No. 47, Touzi No. 1347/2834, Police Station – Regent Park formerly Tollygunge, District – 24 Parganas (South) in favour of one Sri Surendra Nath Bhattacharjee and delivered peaceful khas possession thereof.

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AND WHEREAS on 21st day of July,1954, by an indenture registered before the Sub Registrar, Alipore and therein recorded in Book No. I, Volume no. 76, Page Nos. 279 to 283, Being No. 5053 for the year 1954, the said Adi-Ganga Co-operative Colony Ltd mentioned as Vendor therein transferred and conveyed ALL THAT piece or parcel of land measuring 5 Cottahs 13 Chittacks 10 Square Feet, be the same or a little more or less, comprised in Plot No. 17, under C.S. Khatian No. 394 and Hal Khatian No. 473, Dag No. 2/567, under Mouza- Rainagar, J.L. No. 47, Touzi No. 1347/2834, Police Station – Regent Park formerly Tollygunge, District – 24 Parganas (South) in favour of one Smt. Saroja Devi and delivered peaceful khas possession thereof.

AND WHEREAS subsequently, the said Surendra Nath Bhattacharjee and said Saroja Devi while were in peaceful uninterrupted possession and enjoyment of their respective above mentioned properties, they jointly out of their natural love and affection, transferred a plot of land measuring about 3 Cottahs 5 Chittacks 10 Square Feet, be the same or a little more or less, in favour of their daughter namely; Smt. Susama Goswami by virtue of a duly registered Deed of Gift, recorded in Book No. I, Volume No. 16, Page Nos. 145 to 149, Being No 416 for the year 1973 at the Office of A.D.S.R. at Alipore. The said Surendra Nath, Bhattacharjee had gifted a piece of land admeasuring 2 Cottahs 8 Chittacks out of his aforesaid purchased land measuring 5 Cottahs 9 Chittacks of land, comprised in Plot No. 6 and C.S. Khatian No. 394 Hal Dag No. 2/561, in Mouza -Rainagar, J.L. No. 47, Touzi No. 1347/2834, Police Station - Regent Park formerly Tollygunge, District - 24 Parganas (South) and the said Smt. Saroja Devi gifted a piece of land admeasuring 13 Cottahs 3 Chittacks 10 Square Feet of land, comprised in Plot No. 17 and C.S. Khatian No. 394, Dag No. 2/577, in Mouza – Rainagar, J.L. No. 47, Touzi No. 1347/2834, Police Station - Regent Park formerly Tollygunge, District - 24 Parganas

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(South) Smt. Susama Goswami and delivered her the peaceful khas possession of the above mentioned landed property.

and whereas thereafter Smt. Susama Goswami by virtue of the aforesaid Deed of Gift, became the absolute Owner of the above mentioned landed property measuring about 3 Cottahs 5 Chittacks 10 Square Feet, be the same or a little more or less and mutated her name in respect of the said land with the office of the concern Kolkata Municipal Corporation, under its Ward No. 112, Borough No. XI and obtained Assessee No. 31-112-01-0082-1 in her favour. After mutation of the above mentioned property, it was numbered as premises no. 82, Adiganga Road. Thereafter, the said Susama Goswami, began to possess and enjoy the above mentioned property by erecting a two storied building thereon and by paying taxes and rents thereof as its absolute recorded Owner since the year 1975.

AND WHEREAS the said Susama Goswami, while in peaceful possession and enjoyment of the above mentioned property, which she acquired by virtue of the aforesaid Deed of Gift, she had purchased another piece and parcel of plot of land measuring an area about 1 Cottah, more or less, lying adjacent to her above mentioned property, situated at Mouza-Rainagar, Touzi No.- 1347/2834, J.L. No. 47, C.S.Khatian No. 394, Hal Khatian No. 473, under Dag No. 2/578, under Khatian No. 473/19 from one Madhusudan Mukhopadhyay on 27th day of June, 1975 by a registered Deed of Sale, which was recorded in Book No. I, Volume No. 90, Page Nos. 76 to 81, Being No. 3225 for the year 1975, at the Office of A.D.S.R. Alipore, 24 Parganas (South) and got delivery of peaceful khas possession thereof. The said Smt. Susama Goswami had also mutated her name in respect of the said landed property measuring about 1 Cottah, more or less, with the office of the concerned Kolkata Municipal Corporation and obtained new Assessee No. 31-112-01-0193-0, under Ward no. 112, Borough - XI and the said property was also allotted a

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separate Premises No. 93, Adiganga Road, Kolkata – 700070, District – 24
Parganas (South) in the Assessment Records of the Kolkata Municipal
Corporation. After purchasing the said 1 Cottah landed property, the said
Smt. Susama Goswami extended the boundary wall of her earlier property
and by extending the said Boundary, the newly purchased property and
the earlier property became bounded by all common boundary walls.

AND WHEREAS subsequently, the said Smt. Susama Goswami due to her serious illness and for treatment purpose was unable to come to Kolkata and to look after and manage her above mentioned property, for which, she had executed a General Power of Attorney in favour of her elder son namely; Sri Sudhin Goswami which, has been recorded at Mumbai Upnagar Jila Andheri II Office, bearing Deed No. 3435, for the year 2013 dated 3rd May, 2013.

AND WHEREAS due to Metro Rail Project and KMC Road Extension Project, the concerned Government Authority has acquired some portion of the above mentioned properties from the front side and therefore, the physical measurement of the aforesaid two plots of lands have reduced in to total 3 Cottahs 12 Chittacks and 12 Square Feet.

AND WHEREAS Smt. Susama Goswami through her aforesaid Attorney sold, conveyed and transferred her above mentioned landed property that is ALL THAT piece and parcel of land measuring about 3 Cottahs, 13 Chittacks and 12 Square Feet, be the same or a little more or less, along with 1800 square feet, pucca structure standing thereon, comprised in C.S. Dag No. 2, R.S. Dag Nos. 2/578 & 2/561, under Hal Khatian No. 473 of Mouza Raynagar, Touzi No. 1347/2834, J.L. No. 47, lying and situated at the said two Premises nos. 82, Adiganga Road & 93, Adiganga Road, Police Station - Regent Park, Kolkata - 700070, within the limits of the Kolkata Municipal Corporation, under Ward no. 112, District - 24

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Parganas (South), in favour of one Sri Rajesh Ganguly by virtue of a registered Deed of Conveyance which was registered on 17.06.2013, at the Office of the A.R.A.-I, Kolkata and therein recorded in Book no. I, C.D. Volume No. 11, Pages from 11198 to 11225, being No. 05905 for the year 2013and delivered peaceful khas possession thereof.

AND WHEREAS after registration of the said Deed of Conveyance being no. 05908 dated 17.06.2013, it was detected that the said property was erroneously and/or inadvertently written as Premises No. 29, Adiganga road, instead of Premises No. 93, Adiganga Road and subsequently to avoid all future complication, the said Susama Goswami as a vendor/Declarant and the said Rajesh Ganguly as Purchaser had jointly executed a Deed of Declaration on 01.12.2015, which was registered at the Office of A.R.A.- I, Kolkata and recorded in Book No. I, Volume No. 1901-2015, Page 169793 to 169809, being No. 190109309 for the year 2015 and removed the anomalies in the matter of correction of the premises number of the property.

AND WHEREAS the said Rajesh Ganguly after purchase of the said two properties, has duly amalgamated and recorded the said two properties with the records of the K.M.C. in his name and after such amalgamation the property was converted into a single unit and recorded as K.M.C. Premises No. 82, Adiganga Road, in the name of the said Rajesh Ganguly.

AND WHEREAS the said Rajesh Ganguly had duly paid the entire costs and/or expenses for the said amalgamation which has been simultaneously done in the record of the Kolkata Municipal Corporation and two plots of land change into single plot and the total plot of land measuring about 3 Cottahs, 13 Chittacks and 12 Square Feet, more or less along with two storied building measuring 900 Sq.ft. on each floor i.e. 1800 sq.ft. pucca structure standing thereon and known as KMC Premises No. 82, Adiganga Road, corresponding to Mailing Address 43,

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Adiganga Road Police Station- Regent Park now Bansdroni, Kolkata – 700070, within the limits of the Kolkata Municipal Corporation under its Ward No. 112, District – 24 Parganas (South), and has been paying rent and taxes regularly and possessing the same without any interference and interruptions from any person or persons whomsoever in any manner nature whatsoever as the same is free from all charge, liens, attachments, claims, demands, whatsoever and free from all encumbrances.

AND WHEREAS subsequently the said Rajesh Ganguly due to his serious ill health and for proper treatment purpose was unable to look after this property for which, he executed a General Power of Attorney in favour of his brother namely Gopinath Ganguly which has been duly registered in the Office of the A.D.S.R. at Alipore and duly recorded in Book no. – I, Volume no. 1605-2016, Pages from 26153 to 26167, being Deed No. 160500973, for the year 2016 dated 13.01.2016.

AND WHEREAS the said Rajesh Ganguly through his aforesaid lawfully Constituted Attorney sold, conveyed and transferred his property that is ALL THAT piece and parcel of land measuring about 3 Cottahs, 13 Chittacks and 12 Square Feet, be the same or a little more or less, along with cemented flooring two storied building each measuring 900 square feet each floor i.e. total measuring 1800 square feet, pucca structure standing thereon, comprised in C.S. Dag No. 2, R.S. Dag Nos. 2/578 & 2/561, under Hal Khatian No. 473 of Mouza _ Raynagar, Touzi No. 1347/2834, J.L. No. 47, lying and situated at the said two Premises nos. 82, Adiganga Road (after amalgamation), corresponding to Mailing Address 43, Adiganga Road, Police Station - Regent Park now Bansdroni, Kolkata - 700070, within the limits of the Kolkata Municipal Corporation under its Ward no. 112, under Assessee No. 31-112-01-0082-1, District -24 Parganas (South), which is more fully and particularly mentioned in the Schedule- A hereunder written, in favour of AANODAYA "Kai' tach mailia partse

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pistributors private limited (having PAN AANCA2546D), a company incorporated under the Companies act,1956, having its principal place of business at 140/22, N.S.C. Bose Road, Post Office and Police Station - Regent Park, District - South 24 Parganas, Pin - 700040, represented by its Director MR. TAPAS KUMAR LAHIRY, by virtue of a registered Deed of Conveyance which was registered on 09.12.2021, at the Office of the D.S.R.-I, South 24 Parganas, and recorded in Book no. I, C.D. Volume No. 1601-2021, Pages from 174577 to 174621, Being No. 03368 for the year 2021 and delivered peaceful khas possession thereof.

AND WHEREAS the said landed property which is more fully and particularly mentioned in the Schedule – A hereunder written, is free from all encumbrances, debts, liens, charges and attachments and the Owners hereby declare that they are the absolute owners of the above mentioned landed property and have full power and absolute authority to enter into any Agreement and/or to transfer the said land.

AND WHEREAS Now the Owner of the First Part is desirous of developing the said landed property by constructing of a new building for Residential/ commercial use and for that purpose, the Owner herein in search for a suitable developer with technical knowledge and sufficient means, who would undertake the development work of the above mentioned landed property at its/their own costs, expenses and liability.

aware of such fact, approached the Owner of the First Part and expressed his/their intention to take over the development work of the above mentioned landed property by constructing of a new multi storied building for Residential/ commercial use and for that purpose, they have entered into this Agreement to develop the 'Said Land' which is more fully and particularly mentioned in the Schedule- A hereunder written, at

his/their own costs, expenses, risks, and consequences on such terms and conditions as mentioned hereinafter.

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

ARTICLE - I- DEFINITIONS & INTERPRETATIONS

(Unless in these presents there is something in the subject or context inconsistent with):

- 1.2. OWNER: shall mean and include AANODAYA DISTRIBUTORS PRIVATE LIMITED (having PAN AANCA2546D), a company incorporated under the Companies act,1956, having its principal place of business at 140/22, N.S.C. Bose Road, Post Office and Police Station Regent Park, District South 24 Parganas, Pin 700040,represented by its Director MR. TAPAS KUMAR LAHIRY son of Late Sachindra Nath Lahiry, residing at FlatNo. 204, 94, M.B. Sarani, Peerless, Mourya Mansion, Post Office and Police Station Regent Park, Kolkata 700040,District South 24 Parganas and its successor or successors in interest, transferors, nominee/s and/or assigns.
- 1.3. <u>DEVELOPER</u>: shall mean and include the <u>M/S. R. K.</u> <u>CONSTRUCTION</u>, a partnership firm, having its registered office at 2/68, Regent Colony, Post Office Regent Park, Police Station Jadavpur, Kolkata 700040, District South 24 Parganas, West Bengal, being represented by its Partners 1. <u>Mr. Kailash Mahapatra</u> (having PAN AYWPM902H and Aadhar No. 9120 1382 5761), son of Mr. Gouranga Mahapatra, having permanent residence at Village Thentana, Post Office Boba Gualipada, Police Station Delenga, District Puri, Orissa, Pin 752016 and presently residing at 2/76 A, Regent Colony, Post Office Regent

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Park, Police Station - Jadavpur, Kolkata - 700040 and 2. Mr. Ramchandra Roy(having PAN AHMPR6816J and Aadhar No. 6890 8885 7530), son of Late Gurupada Royhaving residence at 51/5, Regent Colony, Post Office - Regent Park, Police Station - Jadavpur, Kolkata - 700040 and its successor or successors - in - interest, transferors, nominee/s and/or assigns.

- 1.4. LANDED PROPERTY: shall mean and include ALL THAT piece and parcel of land measuring about 3 Cottahs, 13 Chittacks and 12 Square Feet, be the same or a little more or less, along with cemented flooring two storied building each measuring 900 square feet each floor i.e. total measuring 1800 square feet, pucca structure standing thereon, comprised in C.S, Dag No. 2, R.S. Dag Nos. 2/578 & 2/561, under Hal Khatian No. 473 of Mouza Raynagar, Touzi No. 1347/2834, J.L. No. 47, lying and situated at the said two Premises nos. 82, Adiganga Road (after amalgamation), corresponding to Mailing Address 43, Adiganga Road, Police Station Regent Park now Bansdroni, Kolkata 700070, within the limits of the Kolkata Municipal Corporation under its Ward no. 112, under Assessee No. 31-112-01-0082-1, District 24 Parganas (South), which is morefully and particularly mentioned in the SCHEDULE A, hereunder written.
- 1.5. NEW BUILDING: shall mean the proposed new G+4 storied residential and/or residential cum commercial building (subject to the permission from the concerned Kolkata Municipal Corporation) to be constructed at the said landed property in accordance with the sanctioned building Plan passed by the concerned Kolkata Municipal Corporation in respect of the said landed property as mentioned above.

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- 1.6. ARCHITECT: shall mean and include any person or persons or firm to be appointed by the Developer as architects of the said New Building to be constructed at the said landed property.
- 1.7. SANCTIONED PLAN: shall mean the building plan of a proposed G+4storied building and/or any building plan to be sanctioned by Kolkata Municipal Corporation in the name of the above mentioned Owner of the FIRST PART at the costs and expenses and guidance of the Developer of the Second Part for the construction of the building on the said landed property and shall include such additions, alterations and modifications as the Developer would make subsequently.
 - 1.8. FLAT AND UNIT: shall mean a separate and self contained area intended to use for residential and/or commercial purpose and shall include any other place to be constructed in the building and capable and enjoyed independently.
 - 1.9. SUPER BUILT UP AREA: shall mean the total covered area of the flat/unit, as certified by the Architect for the time being of the building, plus proportionate share of common service areas, as shall be determined by the DEVELOPER in consultation with the OWNER and the Architect, and aggregate of both shall be deemed to be super built up area of the Flat/Unit.
 - 1.10 SALEABLE AREA: shall mean the aggregate of Super Built Up Area of all Flats/Units in the building to be constructed and the other open or covered space/s intended or capable of being sold or commercially exploited and shall also include any additional area constructed as per the sanctioned building plan/s.

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- 1.11 COMMON AREA: shall mean and include corridors, stairways, passage ways, common lavatorie, stair-cover, pump room, roof of the building, under ground water reservoir, over-head water tank meant for common enjoyment of the buyers/occupants of the said proposed building to be constructed on the above mentioned landed property.
- 1.12. COMMON FACILITIES & AMENITIES: shall mean and include water paths passages, stairways, pump, overhead and underground water reservoir, drainage, pipelines, sewage lines, caretaker's room and electric meter room/space etc. (if any) provided in the said new building to be constructed on the above mentioned landed property for the common enjoyment of all the buyers / occupants of the flats/units of the said proposed new Building.
 - 1.13. CONSTRUCTED AREA shall mean the area in the said New Building available for independent use and occupation including the space demarcated for common facilities and services as per sanctioned plan.
 - 1.14. OWNERS' ALLOCATION; shall mean and include the following;

LIMITED, a company incorporated under the Companies act,1956, having its principal place of business at 140/22, N.S.C. Bose Road, Post Office and Police Station – Regent Park, District – South 24 Parganas, Pin – 700040, represented by its Director MR. TAPAS KUMAR LAHIRY, will be entitled to get the 50% (Fifty Percent) of the total constructed area and the saleable units in the said building, together with undivided proportionate share in the said land as mentioned above together with right in the common parts and facilities of the building the details of which are morefully and

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particularly mentioned and described in Schedule - B hereunder written, as consideration against the above mentioned landed property, which is more fully and particularly mentioned in the Schedule - A hereunder written.

1.15. **DEVELOPER'S ALLOCATION**; shall mean and include the following;

The Developer will be entitled to get the 50% (Fifty Percent) of the total constructed area and all saleable units of the proposed new building as mentioned above, except the area/portion of the Owners' Allocation as mentioned above, together with undivided proportionate share in the said land as mentioned above together with right in the common parts and facilities of the building the details of which are morefully and particularly mentioned and described in Schedule - C hereunder written, as consideration against the development of the above mentioned landed property, which is more fully and particularly mentioned in the Schedule - A hereunder written, by constructing multistoried building.

- 1.16. TRANSFER; shall mean sale, mortgage, lease and/ or alienation as also transfer of any unit by possession or by any other means adopted for effecting what is understood as a transfer of space in the building/s to the purchasers thereof although the same may not amount to transfer in law.
 - 1.17. TRANSFEROR: shall mean the OWNER as well as DEVELOPER (in respect of their respective shares and allocations) and also any person, firm, company, association of persons or co-operative society, duly authorized on this behalf and will include the meaning of the said terms as defined in the Income Tax Act 1961and the Kenilash Markapa Transfer of Property Act.

- 1.18. TRANSFEREE: shall mean the person, firm, company, association of persons, individual or individuals or co-operative society to whom any space in the building/s is intended to be transferred by the OWNER and/or DEVELOPER.
- 1.19. FORCE MAJEURE; shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/Kolkata Municipal Corporation or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owner.
- 1.20. NOTICE; shall mean and include all notices to be served hereunder by either of the party to the other by registered post with acknowledgement due at the last known address of the parties hereto.

ARTICLE - II CONSTRUCTION

2. The entire cost of construction of the said New Building of whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all services, amenities, standard quality fittings, fixtures, all overheads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers for the purpose of obtaining all permissions, approvals, sanctions, modifications, supervision etc.

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ARTICLE -III- REPRESENTATIONS & WARRANTIES

- At or before the execution of this agreement the Owner has assured and represented to the Developer as follows, which has been relied upon fully by the Developer and thereafter, Developer has agreed to 3.1 enter into this agreement on the basis of the representations made by the Owner:
 - 3.2. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said landed property which is morefully and particularly mentioned in the Schedule - A hereunder
 - 3.3. The said landed property is free of all encumbrances charges liens lispendens attachments trusts mortgages whatsoever and/or
 - 3.4. No suit or legal proceedings or prohibitory orders are pending or subsisting in respect of the title of the Owner against the said landed property and/or any part thereof;
 - 3.5. The said landed property is not subject to any notice of attachment under the Income Tax Act or under Public Demands Recovery Act or under any other Act or Statute or Rules and Regulations;
 - 3.6. No Notice of Acquisition and/or Requisition affects the said Premises nor is there any bar legal or otherwise to develop the said
 - 3.7. There is no road alignment and/or acquisition and/or attachment proceedings pending in respect of the said Premises or any part thereof;

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- 3.8. The freehold interest and/or Ownership interest of the Owner in the said landed property as on date does not stand mortgaged or encumbered or agreed to be mortgaged by the Owner by way of security or additional security and/or otherwise in favour of any other Bank, Financial Institution or any person, firm, company or government undertaking or anybody else whomsoever to secure repayment of any loan taken or to be taken by the Owner for any purpose whatsoever or howsoever and that all the original deeds are in the custody and possession of the Owner itself;
- 3.9. The Owner has not entered into any agreement for sale and/or transfer in respect of the said landed property norit has entered into any agreement for development in respect of the said landed property or any part thereof with any other person, before entering into this agreement;
- 3.10. All municipal rates taxes and outgoing payable in respect of the said landed property up to the date of execution of these presents have been duly paid and discharged by the Owner. The Owner undertakes to indemnify and compensate the Developer against any outstanding rates taxes and outgoings, all actions suits proceedings and costs charges and expenses etc. in respect of the said landed property, if any, which will reveal afterwards, till the date of execution of these presents;
- 3.11. The Developer is empowered and authorized by the Owner to make all necessary arrangement and settlements for the development of the above mentioned landed property.
- 3.12. The Owner does not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976;

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3.13. The Owner is competent enough to enter into this agreement and to carry out the obligations, as mentioned herein;

ARTICLE - IV-PERMISSION TO CONSTRUCT

4. That in pursuance of the said agreement and subject to the mutual obligations as are hereinafter stated between the parties hereto the Owner do hereby appoints, authorizes and grants exclusive rights to the Developer for undertaking the development of the said landed property as mentioned in the Schedule – A hereunder written by constructing multistoried building consisting of several flats/saleable units.

ARTICLE-V-PLANS & OTHERS

- 5.1. The Developer shall at its own cost prepare building plan to be sanctioned by the Kolkata Municipal Corporation the name of the OWNER and shall time to time cause all necessary amendments, revisions and/or alterations of the said Plan/s, if required, by the Developer, at its own costs, in the interest of the project.
- 5.2. The Owner shall sign all maps and/or plans and/or specifications and other declarations and applications as may be necessary for submitting the said plan/s before the concerned Kolkata Municipal Corporation and do the same sanctioned from the concerned authority.
- 5.3. The Developer acting on behalf of and as the Attorney of the Owner shall from time to time submit all further plans and/or applications and other documents and papers on the advice of the Architect and do all further acts, deeds, things as may be required or otherwise relevant for the purpose, and/or otherwise to obtain all such clearance, sanctions, permissions and/or authorities which shall be

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necessary for the construction of the said New Building on the said Landed Property expeditiously and without delay.

- 5.4. The said New Building will be constructed erected and completed in accordance with the specification detailed out in the SCHEDULE D hereunder written, HOWEVER, if, in any event the Developer would decide to change the specifications of the Building, then the Developer shall be entitled to do so but in the event of such change, the quality and value of such replacement or substitution of goods and materials will not be lesser than the quality and value of goods and materials as what have been detailed out hereunder.
- 5.5. The Owner shall be liable to and agrees to pay all charges for providing any additional work in or relating to the Owners' Allocation at the request of the Owner and for providing any additional facility or utility for the Owners' Allocation.
- 5.6. The Developer shall use standard quality materials, fittings and fixtures etc. If the standard and quality of the materials, fittings and fixtures etc. are not satisfactory as per the requirements of the Owners then such modifications, alterations and replacements will be conducted at the cost of the Developer.

ARTICLE-VI-COST OF CONSTRUCTION/COMPLETION

6. The entire cost of construction of the said New Building of whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all services, amenities fittings, fixtures, all overheads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers for the purpose of obtaining all permissions, approvals, sanctions, modifications, supervision etc.

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ARTICLE- VII-SPACE ALLOCATION, PAYMENTS & ADJUSTEMENT

- 7.1. The Owners' Allocation is detailed out in the SCHEDULE- B hereunder written and the Developer's Allocation is detailed out in the SCHEDULE - C hereunder written.
- 7.2. The Owner shall assign the responsibility of selling the flats and other saleable units in the said new building to the Developer and the Developer shall share the total sell price of the said flats and other saleable units in the said new building with the Owner in 50:50 ratio i.e. in equal manner.
- 7.3. In the event of any additional floor/s will be sanctioned subsequently by the Kolkata Municipal Corporation, in respect of the "Said New Building" in favour of the Owner in that case, the Owner and the Developer both will be entitled to get the 50% of the entire constructed area each.
- 7.4. In the event of each and every sale and/or transfer of the flats/saleable/transferable units to the purchasers in the said new building, the owner and the Developer both will be entitled to get the 50% of the amount/Sale price of the said portion of the aforesaid property.

ARTICLE -VIII- DELIVERY OF POSSESSION

8.1. That on the date of execution of this Development Agreement and/or subsequently, the Owner shall hand over all vacant possession of the said landed property as mentioned in the Schedule – A hereunder

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written to the Developer within 1 (one) month from the date of sanction of the building plan by the Municipality.

- 8.2. The Developer hereby agrees to complete the construction of the said New Building within 36 months after sanction of building plan from the Kolkata Municipal Corporation and also from the date of receipt of vacant and khas possession of the said landed property. The Developer shall not incur any liability for any delay in the delivery of the possession by reasons of genuine FORCE MAJEURE. In any of the events of the FORCE MAJEURE, the Developer shall be entitled to corresponding extension of time for delivery of possession of the said Owners' Allocation.
- 8.3. Immediately after the completion of the said New Building, the delivery of the possession of the Owners' Allocation shall be handed over to the Owner and the Owner shall, at the request of the Developer, execute and/or cause to be executed the deeds of Conveyances/Sale Deeds in respect of the undivided share or interest in the said landed property in such part or parts as shall be required by the Developer in favour of the Developer or its prospective buyers as nominated by the Developer in respect of the Developer's Allocation, at the cost of the Developer or its nominee/s.
- The Owner shall execute and register a Power of Attorney in favour of the Developer and thereby, this will give absolute right and authority to the Developer to construct the new building,
- 8.5. The Owner and the Developer would jointly enter into agreement for sale with intended purchasers and to jointly sale and/or transfer the flats/saleable/transferable units to the purchaser/s in the said new building and to jointly receive the consideration amount/sale price of

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the flats/units from the Purchasers as per their respective ratio of allocations i.e. 50% each .

8.6. The Owner shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the Developer at the cost of the nominee/s of the Developer.

ARTICLE - IX - OWNERS' RIGHT & REPRESENTATION

- 9.1. The Owner represents that it is the absolute owner of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about 3 Cottahs, 13 Chittacks and 12 Square Feet, be the same or a little more or less, along with cemented flooring two storied building each measuring 900 square feet each floor i.e. total measuring 1800 square feet, pucca structure standing thereon, comprised in C.S, Dag No 2, R.S. Dag Nos. 2/578 & 2/561, under Hal Khatian No. 473 of Mouza Raynagar, Touzi No. 1347/2834, J.L. No. 47, lying and situated at the said two Premises nos. 82, Adiganga Road (after amalgamation), corresponding to Mailing Address 43, Adiganga Road, Police Station Regent Park now Bansaroni, Kolkata 700070, within the limits of the Kolkata Municipal Corporation under its Ward no. 112, under Assessee No. 31-112-01-0082-1, District 24 Parganas (South) and the same is free from all encumbrances.
 - 9.2. The Owner namely; <u>AANODAYA DISTRIBUTORS PRIVATE LIMITED</u>, represented by its Director <u>MR. TAPAS KUMAR LAHIRY</u> will be entitled to get 50% (Fifty Percent) of the total constructed area and the saleable units in the said newly constructed building, together with undivided proportionate share in the said land as mentioned above together with right in the common parts and facilities of the building the details of which are morefully and particularly mentioned and

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described in Schedules hereunder written, as consideration against the above mentioned landed property, which is more fully and particularly mentioned in the Schedule - A hereunder written.

- 9.3. The OWNER shall, immediately after obtaining the sanction of the building plan, will put the DEVELOPER in possession of the said landed property for the purpose of its development and as such, the possession of the DEVELOPER on the said landed property will be deemed to be final and conclusive but the title will pass only after completion of the new building and handing over the possession of the owners' allocation. The OWNER will not be entitled to dispossess the DEVELOPER from the said landed property.
- 9.4. The DEVELOPER will be deemed to hold the said landed property and will be free to do all acts, deeds and things required for the development of the said landed property as per the sanctioned plan at its own costs, expenses and risks. The OWNER will not interfere in the development work of the said landed property. The DEVELOPER will develop the said landed property in his own name at his own costs, expenses and risks and will alone be responsible for the development.
- 9.5. The OWNER will have no objection, if the DEVELOPER will submit building plans in the name of the OWNER or apply for any other sanctions and permissions etc., the cost of which will be borne and paid by the DEVELOPER.
- 9.6. The OWNER will convey and/or transfer the proportionate share in the total land appertaining to the Developers' Allocation, free from all encumbrance to the DEVELOPER or the person nominated by the DEVELOPER including firm/s, co-operative society/ies, incorporated body/ies or company/ies in consideration to the Owners' Allocation

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built by the DEVELOPER at the said landed property at his own costs and expenses.

- 9.7. The OWNER shall become absolutely entitled to deal with its allocation as and when required, from time to time or at all times, and in such manner as it may deem fit and proper but not inconsistent with the terms and conditions herein.
- 9.8. The OWNER will hold the Owners' Allocation on the same terms and conditions as other owners of other portion of the building/s and shall observe and follow the common covenants relating to the management and maintenance of Common Area and Common Facilities and Amenities. The OWNER will become the member of Association of persons which will be formed. The OWNER or Their nominees will be entitled to use all Common Facilities and Amenities in the building/s like any other purchasers of any part of Developers' Allocation subject to usual terms and conditions and/or Rules and Regulations made in this behalf. Until the Association and/or Housing Society which will be formed by the owners/purchasers of the units of the building constructed at the said landed property, the OWNERS along with the other co-occupiers of the said building will bear and pay maintenance charges proportionately as may be determined by the DEVELOPER, who will manage and maintain the Common Area and Common Facilities and Amenities.

ARTICLE - X DEVELOPERS' RIGHT & REPRESENTATION

10.1. The OWNER hereby grant, subject to what has been hereinafter provided, the exclusive right to the DEVELOPER to built, construct, erect and complete the building/s at the said landed property, consisting of several flats and saleable units and residentially and/or commercially exploit the same, by entering into Agreements for Sale

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on ownership basis and/or by Selling the flats/units and/or by transferring the same by any other means from the Developers' Allocation in accordance with the building plans to be sanctioned by the concerned Municipality.

- 10.2. The DEVELOPER shall be entitled to prepare, modify and/or alter the building plans in consultation with the OWNER at the costs and expenses of the DEVELOPER and the DEVELOPER shall pay and bear all fees including Architects' fees, charges and expenses required to be paid or deposited for obtaining the sanction of Municipality for construction of building on the said landed property. However, if on the request of any prospective purchaser, any particular modification/alteration is made, in that event, the purchaser of the unit/flat shall bear and pay all fees and deposits to the concerned Municipality including Architect and Engineer's fees for such modification/alteration. PROVIDED HOWEVER, the DEVELOPER shall be exclusively entitled to all refunds of any or all payments and/or deposits made by the DEVELOPER for construction.
- 10.3. The building will be constructed with first class building materials and good workmanship and design and with such specifications morefully described in the Schedule D hereunder written and strictly in accordance with the building plans with such internal addition, modifications and alterations therein as be designed with the consultation and approval of the OWNER and with such amendment thereto and modification thereof only with the prior approval and sanction of the Municipality or other necessary body or authorities.

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- 10.4. The DEVELOPER will proceed expeditiously in all matter of development thereof by preparation of building plans.
- 10.5. The DEVELOPER shall complete the development of the entire said landed property by construction of both the Owners' Allocation as well as the Developers' Allocations including Common Facilities and Amenities within 36 (Thirty Six) months from the date of sanction of the building plans. If the DEVELOPER fails or neglects to perform the covenant i.e. to complete the building/s in accordance with the specifications and fails or neglect to complete the Common Facilities, enjoyments and Amenities within the period as mentioned above i.e. within 36 months, the time for completion of the proposed building/s will be further extended for a further period as may be mutually agreed by and between the Owner and the Developer provided that if any time is lost due to 'Force Majeure', then so much of time, as is so lost, will be further added to the period of 36 months mentioned hereinabove.
- 10.6. In case of any amendment and/or changes in The Municipal rules and regulations and conditions and/or Provisions under any Statute for carrying out the construction work mentioned hereinabove, it would be responsibility of the DEVELOPER to comply therewith at its own costs and expenses and the OWNER will extend all co-operation and render all assistances, if necessary, to the DEVELOPER in complying therewith.
- 10.7. The DEVELOPER will act as independent Developer in construction the building on the said landed property and will keep the OWNER indemnified from and against all third party claims, including tenants arising out of any act or omission against the Development in or relating to the construction of the said building and will keep

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harmless the OWNER against all claims, demands and damages of whatsoever nature and from all proceeding in court and before other authorities relating to the construction of the aforesaid proposed building/s in terms hereof so long the OWNER fulfil and perform its respective obligations herein contained.

- 10.8. For the purpose of obtaining electricity connection for construction of building at the said landed property, the DEVELOPER will arrange for the same from CESC Ltd. at his own costs and expenses. If any consent of the OWNER is required, the OWNER will give its consent immediately on demand so by the DEVELOPER. Furthermore, after completing or during the construction of proposed building at the said landed property, the DEVELOPER will arrange for electric meter for each and every units/flats irrespective of Owner's or Developer's Allocation at the costs and expenses of the respective purchasers of the flats, including Security Deposits, transformer Charges, Cable Charges or any other charges as may be charged by CESC Ltd.
 - 10.9. For the purpose of getting water for construction of building at the said landed property, the DEVELOPER will arrange for the same from Municipality at his own costs and expenses. If any, consent of the OWNER are required, the OWNER will give its own consent immediately on demand by the DEVELOPER.
 - 10.10. The DEVELOPER declare that it has entered into this Development Agreement after fully satisfying itself about the title of the land of the OWNER.
 - 10.11. The DEVELOPER will apply for and obtain Completion Certificate from the Municipality at his own costs and expenses.

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ARTICLE-XI-OBLIGATION OF THE OWNER

- 11.1. The Owner shall grant a Power of Attorney in favour of the Developer or its nominee to enable to proceed with the obtaining of license and sanction of plans sanctions in respect of the said New Building to be constructed on the said landed property and authorizing the Developer to represent the Owner before the Municipality, CESC Ltd. and other statutory authorities. The said Power of Attorney shall continue to be in force so long as this Agreement subsists and till the completion of the project.
- 11.2. The Owner shall sign and execute necessary application papers documents and do all acts deeds and things as may be required in order to legally and effectively vest in the Developer or its nominee title to the Developer's Allocation in the said new building and for completing the construction of the said New Building.
- 11.3. The Owner shall grant a separate registered power of attorney in favour of the Developer and/or any other person who may be nominated by the Developer, to enter into agreement for sale and to receive advance, booking amount and/or sale price of the flats and saleable units in the said new building. However, the Developer shall not be entitled to execute and register any sale deed or deed of conveyance in respect of the flats and saleable units in the said new building in favour of any intended purchaser alone. The Owner will itself sign, execute and register the sale deeds or deed of conveyance of the flats and saleable units in the said new building, as owner, in favour of the intended purchasers along with the Developer.

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ARTICLE-XII- MUTUAL OBLIGATION

- 12.1. The Owner and the Developer hereby mutually agrees and covenants with each other that they will jointly sale and transfer the flats and/or other saleable units of the said new building.
- 12.2. The Owner and the Developer shall jointly enter into Agreement for Sale with the intended purchaser/s and/or to sale or transfer the flat and/or saleable units of the said new building.
- 12.3. The Owner and the Developer have mutually agreed that they will jointly decide the time of taking advance booking for selling the flats and other saleable units, either completion of the construction of the new building or at any time which they may deem fit and proper.
- 12.4. It has been mutually agreed by and between the Owner and the Developer that the responsibility of selling all the flats and other salcable units in the said new building will be on the Developer only and the sale proceeds and/or price of the said flats and other saleable units in the said new building will be equally divided by and between the Owner and the Developer.
- 12.5. The Owner and the Developer shall jointly execute the Agreement for Sale and/or Sale Deed and/or any other deeds for selling and/or transferring the flat/s and other unit/s in the new building and shall also be entitled to receive the sale price and/or advance booking amount against the saleable flat/s and/or unit/s in the said new building, in terms of 50:50 ratio as mentioned in the Owner's Allocation and the Developer's Allocation.

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- 12.6. The Owner and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises.
- 12.7. The Owner and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.
- 12.8. The Owner and the Developer hereby agrees and covenants with each other to join and confirm all documents of transfer relating to sale of each other's allocation in the said New Building at the said Premises.
- 12.9. The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof to any third person without prior consent of the Owner.

ARTICLE - XIII MISCELLANEOUS

- 13.1. It is agreed by both the partied that the OWNER shall have all rights to inspect the day to day progress of the construction of the building/s and its suggestions may be regarded by the DEVELOPER and his engineer with regard to the construction, if such suggestions are given inconsistence with the specification of the construction and proposed building plans.
- 13.2. If at any time in future, additional built-up area will be permitted or sanctioned by the KMC or constructed by the DEVELOPER with the

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permission of the KMC, in that event, the Developer will be entitled to get the 50% of the additional built up area/constructed area.

- 13.3. If in case any fees or penalties are payable for any extra built-up area constructed in excess of the sanctioned area, the same will be borne and paid by both the DEVELOPER.
- 13.4. The OWNER will bear and pay all the outstanding charges and dues of whatsoever nature due and payable in respect of the said landed property including ground rent, property taxes, water and electricity charges, Municipal dues taxes and other outgoing up to the date of completion of the project. Thereafter, all rates, taxes etc. will be borne and paid by the DEVELOPER.
- 13.5. The parties have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed to be or constituted as Partnership between the OWNER and the DEVELOPER nor shall the OWNER and the DEVELOPER, in any manner, constitute as Association of the Persons. Each party shall keep the other party indemnified from and against the same.

ARTICLE - XIV FORCE MAJEURE

14.1. The DEVELOPER shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligation is prevented by the existence of the Force Majeure.

14.2. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strikes and any act of commission beyond the reasonable control of the DEVELOPER.

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ARTICLE - XV ARBITRATION

15. In case of any dispute or difference arising out of, relating to this development Agreement, the same will be settled by reference to the sole Arbitrator appoint by the aggrieved party under the provisions of the Indian Arbitrations Act, 1996 as amended from time to time.

ARTICLE - XVI - JURISDICTION

 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.

THE SCHEDULE - A ABOVE REFERRED TO:

(Description of the Landed Property)

ALL THAT piece and parcel of land measuring about 3 Cottahs, 13 Chittacks and 12 Square Feet, be the same or a little more or less, along with cemented flooring two storied building each measuring 900 square feet each floor i.e. total measuring 1800 square feet, pucca structure standing thereon, comprised in C.S. Dag No. 2, R.S. Dag Nos. 2/578 & 2/561, under Hal Khatian No. 473 of Mouza - Raynagar, Touzi No. 1347/2834, J.L. No. 47, lying and situated at the said two Premises nos. 82, Adiganga Road (after amalgamation), corresponding to Mailing Address 43, Adiganga Road, Police Station - Regent Park now Bansdroni, Kolkata - 700070, within the limits of the Kolkata Municipal Corporation under its Ward no. 112, under Assessee No. 31-112-01-0082-1, District - 24 Parganas (South), which is butted and bounded by as follows;

ON THE NORTH BY :

: 23"-7"wide Adiganga KMC Road;

ON THE SOUTH BY

: 17/1, Adiganga Road

ON THE EAST BY

: 8"-4" KMC Road;

ON THE WEST BY

: 43, Adiganga Road

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THE SCHEDULE - B ABOVE REFERRED TO [OWERS' ALLOCATION]

The owner namely, AANODAYA DISTRIBUTORS PRIVATE LIMITED, a company incorporated under the Companies act,1956, having its principal place of business at 140/22, N.S.C. Bose Road, Post Office and Police Station – Regent Park, District – South 24 Parganas, Pin – 700040, represented by its Director MR. TAPAS KUMAR LAHIRY, will be entitled to get the 50% (Fifty Percent) of the total constructed area and the saleable units in the said building, together with undivided proportionate share in the said land as mentioned above together with right in the common parts and facilities of the building the details of which are morefully and particularly mentioned and described in Schedules hereunder written, as consideration against the above mentioned landed property, which is more fully and particularly mentioned in the Schedule - A hereunder written.

THE SCHEDULE - B ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

The Developer will be entitled to get the 50% (Fifty Percent) of the total constructed area and all saleable units of the proposed new building as mentioned above, except the area/portion of the Owners' Allocation as mentioned above, together with undivided proportionate share in the said land as mentioned above together with right in the common parts and facilities of the building the details of which are morefully and particularly mentioned and described in Schedules hereunder written, as consideration against the development of the above mentioned landed property, which is more fully and particularly mentioned in the Schedule - A hereunder written, by constructing multistoried building.

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THE SCHEDULE - D ABOVE REFERRED TO

(SPECIFICATIONS)

Structure : Building designed on RCC frame and

foundation.

Flooring : Marble/Vitrified flooring in all bedrooms,

living/dining room;

Kitchen : Flooring in marble with work top in black granite

and regular colour ceramic tiles upto 2 feet with

Stainless Steel sink;

Bathroom : Flooring in marble with wall dados with regular

colour ceramic tile upto a height of 6 feet with CP

fittings Havells/ EssEss with concealed Hot &

Cold water C.I. Pipeline;

Sanitary Ware : Hindustan/Cera;

Doors : Sal frame and flush doors;

Windows : Aluminum Frame & shutters with Glassed panel

& grill;

Lift : Adequate capacity of repute make;

Electrical : Concealed Copper wiring provided from ground

Floor upto each unit with adequate points of

modular switches of Havells make for Geyser,

AC's, TV & other appliances;

Telephone Wiring: Concealed wiring provided from ground floor

upto each unit;

Security : Separate wiring from distribution box on the

ground floor to each unit and the reception lobby

with Electronic PBX;

Internal Walls : Plaster of Paris over cement plastering;

Exterior : Cement based painting with aesthetic look;

Lobby : Decorated facade of Lift & lobby;

Others : Car wash; Personalised mailbox;

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IN WITNESS WHEREOF the Parties hereto have set and subscribe their respective hands and seal hereunto this the day, month and year first above written.

SIGNED, SEALED AND

DELIVERED by The OWNER

at Kolkata in the Presence of : -

WITNESSES;

AJAY KR. LAHA STO LATE A C. LAHA.

2. Subhas Mathorice. 54 Regent Golding Bel-40.

AANODAYA DISTRIBUTORS PVIT. LIMITED Director / Authorised Signatory hu mon SIGNATURE OF THE OWNER

Partner

SIGNATURE OF THE DEVELOPER

Drafted by;

Arindam Ghosh Advocate 14, Hare Street, 2nd Floor, Dalhousie, Kolkata - 700001.

SPECIMEN FORM FOR TEN FINGERPRINTS

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आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT. OF INDIA

स्यायी लेखा संख्या कार्ड Permanent Account Number Card

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भारत सरकार GOVT. OF INDIA

TAPAS KUMAR LAHIRY SAJINDA NATH LAHIRY

Permanent Account Number ACDPL0615P

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विशिष्ट पहचान प्रा

Government of India भारत सरकार Unique Identification Authority

नासीकन कम / Enrollment No.: 2084/85557/05080

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INFORMATION

Aadhaar is proof of identity, not of citizenship

To establish identity, authenticate online

क आधार देश अर में मान्य है।

 आधार अविष्य में सरकारी और गैर-सरकारी क्षेताओं Aadhaar is valid throughout the country . का लाभ उठाने में उपयोगी होगा |

 Aadhaar will be helpful in availing Government and Non-Government services in future



Unique Identification Authority of India Kolkela, West Bengal, 700040 आरटीय विधिष्ट अस्थान आधिकाण Address. शस्त्री (2 मूट आवन्य), मासोधा शितमा, यो सिंह चर्क, सिंह चर्क, सिंह पर्क, सीलमा, देश्ट बनात, 810 मा प्या. एम. सहसे, 204 शहरत मौध मंत्रभन, 94 एम वी

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आयकर विमाग INCOME TAX DEPARTMENT



भारत सरकार GOVT, OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

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R. K. CT. STRUCTION ...

Partner







सूचना

- अवस्थान का प्रमाण है, नागरिकता का नहीं।
- » सुरक्षित QP कोठ / ऑफलाइन XML/ ऑनलाइन ऑव्हेरिकेशन से पहचान प्रनाणित करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Andhass is a proof of identity, not of calzenship.
- Authentication.
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 - शाधार कई सरकारी और गैर सरकारी सेवाओं की पाना आसान बनाता है ।
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Address: SIO Late Gurupada Roy, 51/5, Pagert Colony, Near-Regent Friends Club, Tollygungs, P.S-Jadarpur, Regent Park, Kolkata, West Byrgul - 700040



6890 8985 7530 VIC : 9151 9688 1611 9426

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Government of India

ÇÜDIR FIDITIR KALLASH MAHAPATRA

GDI: EZECT FREDS Father : GALIFRANGA MAHAPATRA

eg vs / Year of Birth: 1971

ggs / Male



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ଆଧାର – ସାଧାରଣ ଲୋକର ଅଧିକାର



ଆରତ୍ମୟ ବିଶିଷ୍ଟ ପରିବୟ କନୁପଣ

Unique Identification Authority of India

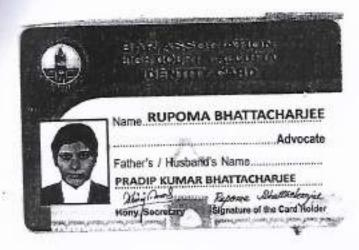
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Address: GUALIPADA, Thurstonu, Gualipada, Puri, Odisha, 752016

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Company of the last Data of Membership 16-03-2020 Card Mb. 2118 Addree: 68/ZA, Ramkanto Bose Street, Kolkata - 700 003 8620886661 Mobile : 9674812095 Enrolment No F/109/16/2019 Enrosent Date 29-05-2019 Report Polatalange Javocale

Major Information of the Deed				
1-1902-02127/2022	Date of Registration	04/03/2022		
1902-2000672877/2022	Office where deed is registered			
02/03/2022 3:58:58 PM	A.R.A II KOLKATA, District: Kolkata			

Thana: Hare Street, District: Kolkata, WEST BENGAL, PIN - 700001, Mobile No.; 9775587842, Status : Solicitor firm Additional Transaction [4308] Other than Immovable Property. Development Agreement or Construction Agreement [No of Agreement : 2] Market Value value Rs. 60,39,751/-

Registration Fee Paid pouty Paid(SD) Rs. 101/- (Article:E, E) = 10 020/- (Article:48(g)) Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urba Remarks area)

Land Details:

and Some

B Mandal

District: South 24-Parganas, P.S:- Bansdroni, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Adiganga Premises No: 82, , Ward No: 112 Pin Code: 700070

Sch		Khatian	The second secon	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	
No L1	Number (RS :-)	Number	Bastu		3 Katha 13 Chatak 12 Sq Ft			Width of Approa Road: 24 Ft.,
	Grand	Total:			8.3181Dec	0 /-	48,24,751 /-	

Structure Details:

Struct	ture Details .				Other Details	
Sch Structure No Details		Area of Structure	Value (ln Rs.)	Market value (In Rs.)	Other Details	
NO	Details	4000 O F4	01	12,15,000/-	Structure Type: Structure	
S1	On Land L1	1800 Sq Ft.	0/-	12,10,000	John Strain	

Gr. Floor, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 900 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

T(U.T				
Total:	1800 sq ft	0 /-	12,15,000 /-	

Occupation: Business, Citizen of: India, , PAN No... ACxxxxxx5P, Aadhaar No: 46xxxxxxx8180 Representative, Representative of : AANODAYA DISTRIBUTORS PRIVATE LIMITED (as director

Finger Print Photo Name Mr Kailash Mahapatra Keilock muhalpatin Son of Shri Gouranga Mahapatra Date of Execution -04/03/2022, , Admitted by: Self, Date of Admission: 04/03/2022, Place of Admission of Execution: Office 04/03/2022 L11 04/03/2022 Max 42072 0194PM.

2/76A Regent Colony, City:- , P.O:- Regent Park, P.S:-Regent Park, District:-South 24-Pargana Bengal, India, PIN:- 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: Indi R K CONSTRUCTION (as Partner)

emissibility(Rule 43,W.B. Registration Rules 1962)

der rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number ; 4

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

For registration at 17:48 hrs. on 04-03-2022, at the Office of the A.R.A. - II KOLKATA by Mr. Ramchandra

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative] 60.39,751/-

Execution is admitted on 04-03-2022 by Mr Tapas Kumar Lahiry, director, AANODAYA DISTRIBUTORS PRIVATE LIMITED (Others), 140/22, N.S.C. Bose Road, City:-, P.O:- Regent Park, P.S:-Regent Park, District:-South 24-

Indetried by Miss Rupoma Bhattacharjee, . . Daughter of Mr Pradip Kumar Bhattacharjee, High Court, Calcutta, P.C. Parganas, West Bengal, India, PIN:- 700040 GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 04-03-2022 by Mr Kailash Mahapatra, Partner, MESSRS R K CONSTRUCTION (Partner Firm), 2/68, Regent Colony, City:-, P.O:- Regent Park, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, I

Indetified by Miss Rupoma Bhattacharjee, , , Daughter of Mr Pradip Kumar Bhattacharjee, High Court, Calcutta, P. GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocat

Execution is admitted on 04-03-2022 by Mr Ramchandra Roy, Partner, MESSRS R K CONSTRUCTION (Partner Firm), 2/68, Regent Colony, City:-, P.O:- Regent Park, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal,

Indetified by Miss Rupoma Bhattacharjee, , , Daughter of Mr Pradip Kumar Bhattacharjee, High Court, Calcutta, P GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advoca

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- ,I = Rs 55/- ,M(a) = R ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 80/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of Online on 03/03/2022 9:20PM with Govt. Ref. No: 192021220197863421 on 03-03-2022, Amount Rs: 21/-, Bar State Bank of India (SBIN0000001), Ref. No. IK0BOHMZJ3 on 03-03-2022, Head of Account 0030-03-104-001-

Certified that required Stamp Duty payable for this document is Ps. 10,020/- and Stamp Duty paid by Stamp Rs by online = Rs 9,920/-

 Stamp: Type: Impressed, Serial no 191670, Amount: Rs.100/-, Date of Purchase: 31/01/2022, Vendor name: Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. Description of Stamp Online on 03/03/2022 9:20PM with Govt. Ref. No: 192021220197863421 on 03-03-2022, Amount Rs: 9,920/-State Bank of India (SBIN0000001), Ref. No. IK0BOHMZJ3 on 03-03-2022, Head of Account 0030-02-103-003

Satyajit Biswas ADDITIONAL REGISTRAR OF ASSL OFFICE OF THE A.R.A. - II KOLF Kolkata, West Bengal

- POR ROW

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2022, Page from 101034 to 101086 being No 190202127 for the year 2022.



Digitally signed by SATYAJIT BISWAS Date: 2022.03.21 18:39:09 +05:30 Reason: Digital Signing of Deed.

HOD

(Satyajit Biswas) 2022/03/21 06:39:09 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA West Bengal.

(This document is digitally signed.)