

DEVELOPMENT AGREEMENT

OWNERS

SMT. JAYASREE BOSE
SRI DHRUBOJIT BOSE (MINOR)
LEGAL GURDIAN HIS MOTHER
SMT. JAYASREE BOSE
SMT. SUBHRA ROY CHOWDHURY
SMT. SUMONA BANERJEE

AND

MISC Case No. 1582/22

Exbt. No. 08

Chief Judge
City Civil Court, Calcutta

DEVELOPER

KALPANA HEADHIGHS

A PARTNERSHIP FIRM

ITS PARTNERS

SRI RAJA ROYCHOWDHURY (AUTHORISED PERSON)
SMT. RASHMI ROYCHOWDHURY
SMT. RAYA ROYCHOUDHURY
SMT. KALPANA ROYCHOUDHURY

4631/2022

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4553/2022

भारतीय गैर न्यायिक

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Rs. 100

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ONE
HUNDRED RUPEES

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भारत INDIA
INDIA NON JUDICIAL

पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

A.R.A
IV

AG 692120

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10-8372210/

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Certified that the Document is submitted to
Registrar of Assurances-IV, Kolkata and the
same has been registered and the part of the document

Signature:
Additional Registrar
of Assurances-IV, Kolkata

Additional Registrar of
Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

12 MAR 2022

THIS AGREEMENT FOR DEVELOPMENT is made on this the day of 12th March
, Two thousand and Twenty Two.(2022)

BETWEEN

07 FEB 2022

5374

No. Rs. **100/-** Date

Name:

Address:

Vendor:

Alipur Collectorate, 24 Pgs. (S)

SUBHANKAR DAS

STAMP VENDOR

Alipur Police Court, Kol-27

Advocate
Alipur Judge's Court
Kolkata - 27



THE REGISTRAR
OF ASSURANCES-IV, KOLKATA

12 MAR 2022

1) **SMT JAYASREE BOSE (PAN –AXCPB 9373Q) , (Aadhaar No :4832 7305 2224)** Wife of late Subhajit Bose , by faith-Hindu, by occupation- Housewife, residing at 28/1, Ma Saroda Moni Sarani, Police Station – Shyampukur, P.O. Baghbazar Kolkata – 700003,
 2) **SRI DHRUBOJIT BOSE, (PAN- FZZPB3026G) (Aadhaar No:- 9605 7280 1124)** Minor son of Late Subhajit Bose, by faith - Hindu, by Nationality- Indian, by occupation- Student, represented by his legal guardian mother **SMT JAYASREE BOSE (PAN-AXCPB9373Q) , (Aadhaar No.: 4832 7305 2224)** residing at-28/1, Ma Saroda Moni Sarani, P.S.- Shyampukur, P.O- Baghbazar Kolkata- 700003 3) **SMT SUBHRA ROY CHOWDHURY (PAN – AJUPR 9409F) , (Aadhaar No : 5465 6966 3314)** Daughter of late Subhas Chandra Bose, and Wife of Sri Suman Roy Chowdhury , by faith-Hindu, by occupation- Housewife, residing at, 76A, Shyambazar Street, Police Station – Shyampukur, P.O. Shyambazar Kolkata – 700003 , 4) **SMT SUMONA BANERJEE (AGDPB 0331L) , (Aadhaar No : 7510 5596 0164)** Daughter of late Shyamali Chowdhury and wife of Sri Amit Banerjee , by faith-Hindu, by occupation- Housewife, residing at 61/b, Suren Sarkar Road, , Police Station – Phoolbagan , P.O. Beliaghata, Kolkata – 700010 all are Indian citizen hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, executrices, legal representatives, successors and assigns) of the **ONE PART**.

AND

KALPANA HEADHIGHS, office at 3, Balaram Ghosh Street Kolkata – 700004 a Partnership Firm (**PAN : AANFK1372J**) engaged in the business of construction and represented by its Partners viz (1) **SRI RAJA ROYCHOWDHURY, (PAN NO : ADBPR 3132Q & Aadhaar No : 4600 1522 2268)** son of Late Anil Roychowdhury, by Faith-Hindu, by Occupation-Business, aged about 54 years, residing at 2, Ananda Chattejee Lane, Police Station -Shyampukur, P.O. Baghbazar, Kolkata- 700003, (2) **SMT. RASHMI ROYCHOWDHURY, (PAN : AGDPR9208G & Aadhaar No : 5273 6448 5205)** wife of Sri Raja Roychowdhury, by Faith- Hindu, Occupation- Business, aged about 50 years, residing at Block A-6, 2, Ananda Chattejee Lane,, Police Station -Shyampukur, P.O. Baghbazar Kolkata- 700003 (3) **SMT. RAYA ROYCHOWDHURY, (PAN : BMTPR 4942J & Aadhaar No : 9361 5346 3256)** Daughter of Sri Raja Roychowdhury, by Faith- Hindu,



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Occupation- Business, aged about 26 years, residing at Block A-6, 2, Ananda Chattejee Lane,, Police Station -Shyampukur, P.O. Baghbazar Kolkata- 700003. And (4) **SMT. KALPANA ROYCHOWDHURY**, (PAN : AJOPR 6758B & Aadhaar No : 7706 4580 0057) wife of late Anil Roychowdhury, by Faith- Hindu, Occupation- Business, aged about 73 years, residing at Block A-6, 2, Ananda Chattejee Lane,, Police Station - Shyampukur, P.O. Baghbazar, Kolkata- 700003 all are Indian citizen represented by their authorized representative as well as one of the Partners namely **SRI RAJA ROYCHOWDHURY**, son of Late Anil Roychowdhury, by Faith-Hindu, by Occupation- Business, residing at 2, Ananda Chattejee Lane, Police Station -Shyampukur, P.O. Baghbazar Kolkata-700003, is the "**Managing Partner and Authorized Signatory**" of the said firm, registered as per Indian Partnership Act 1932 (Act IX of 1932) vide **Registration No : L77717** hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include the successor in office and assigns) of the **OTHER PART.**

WHEREAS Rasik Lal Bose was the absolute owner of ALL THAT one storied brick built messuage tenement land hereditament Premises No. 28/1, Bose Para Lane now known as Ma Saradmoni Sarani, Police Station- Shyampukur, Kolkata – 700003 .

AND WHEREAS the said Rasik Lal Bose died intestate on 30th day of December, 1924 leaving behind him surviving one son, Hari Mohan Bose one grand son Nilmoni Bose (son of the predeceased son Satish Chandra Bose).

AND WHEREAS the said Nilmoni Bose died intestate on 02-12-1981 leaving behind his surviving widow Smt. Latika Bose.

AND WHEREAS after the death of Nilmoni Bose the said Latika Bose inherited undivided $\frac{1}{2}$ part or share over the Premises No. 28/1, Bose Para Lane now known as Ma Saradmoni Sarani, Police Station- Shyampukur, Kolkata – 700003 .



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AND WHEREAS Smt. Latika Bose being an issueless widow, gifted, conveyed and transferred to her nephew Subhojit Bose her undivided $\frac{1}{2}$ part or share over the Premises No. 28/1, Bose Para Lane now known as Ma Saradamoni Sarani, Kolkata by way of a registered Deed of Gift dated 9th day of March, 1992 recorded in Book No.I, Volume No. 115 Pages 238-253 being 4792 in the year 1992 at Registrar of Assurance Kolkata.

AND WHEREAS said Latika Bose died on 02-09-2000 .

AND WHEREAS by virtue of the aforesaid deed of gift dated 9th day March, 1992 the said Subhojit Bose became the owner of undivided $\frac{1}{2}$ part or share over the Premises No. 28/1, Bose Lane now known as Ma Saradamoni Sarani, Police Station-Shyampukur, Kolkata – 700003

AND WHEREAS Harimohon Bose died intestate 06.12.1953 leaving behind his widow Smt. Sovona Bose two sons Sri Pashupoti Bose and Subhas Ch. Bose became the Joint owners of undivided $\frac{1}{2}$ part ($\frac{1}{6}$ part of share each) as per Hindu Succession Act before 1956 no married daughter was able to inherit the dwelling house and or over the said property .

AND WHEREAS Smt. Sovana Bose widow of Harimohon Bose died intestate on 12.03.1970 leaving behind two sons Pashupati Bose and Subhas Ch.Bose and one daughter Shyamali Chowdhury and her undivided $\frac{1}{6}$ th part or share devolved upon her two sons and one daughter namely Pashupati Bose and Subhas Ch. Bose and Shyamali Chowdhury.

AND WHEREAS Pashupati Bose died intestate on 23.01.2008 leaving behind his widow Sovana Bose and one son Subhajit Bose and his undivided $\frac{1}{6}$ th part or share divided upon his widow Sovana Bose and Subhojit Bose jointly.



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OF ASSURANCE, KOLKATA

12 MAR 2022



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

Details

N: 192021220202854401
N Date: 11/03/2022 08:19:56
N: 1733913345
ment Status: Successful
Payment Mode: Online Payment
Bank/Gateway: HDFC Bank
BRN Date: 11/03/2022 08:03:31
Payment Ref. No: 2000789582/2/2022
[Query No**/Query Year]

Positor Details

Positor's Name: Subhash Chandra Basu
Address: Alipore
Mobile: 9830114357
Email: scbasul6@gmail.com
Positor Status: Advocate
Query No: 2000789582
Applicant's Name: Mr Subhash Chandra Basu
Notification No: 2000789582/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000789582/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	9920
2	2000789582/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				9941

WORDS: NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.

AND WHEREAS Sovana Bose died intestate on 02.06.2018 leaving behind her only son Subhojit Bose who inherited the undivided part or share of the aforesaid property of his mother Sovana Bose.

AND WHEREAS Subhajit Bose died intestate on 29.04.2021 leaving behind his widow Jayasree Bose and only son Dhrubojit Bose who inherited the part or share of Subhajit Bose (since deceased) over the aforesaid property.

AND WHEREAS Subhas Ch. Bose died intestate on 26.08.1989 leaving behind his widow Sandhya Bose and only daughter Smt Subhra Roy Chowdhury who inherited jointly the 1/6th part or share over the aforesaid property.

AND WHEREAS Sandhya Bose died intestate on 19.05.2021 leaving behind her only daughter Smt Subhra Roy Chowdhury, who inherited absolutely 1/6th share over the said property.

AND WHEREAS Shyamali Chowdhury died intestate on 22.08.1984 leaving behind her husband Prasad Chowdhury and one daughter Smt. Sumona Banerjee.

AND WHEREAS Prasad Chowdhury died intestate on 13.09.2019 leaving behind his only daughter Smt. Sumona Banerjee who inherited the 1/3rd of 1/6th undivided share i.e. 1/18th share over the aforesaid property.

AND WHEREAS Smt. Jayasree Bose Sri Dhrubojit Bose, Smt. Subhra Roy Chowdhury and Sumona Banerjee are the absolute joint owners of ALL THAT partly two storied brick built dilapidated building lying and situated at Premises No. 28/1, Bose Para Lane now known as Ma Saradamoni Sarani, Police Station- Shyampukur, Kolkata - 700003.

AND WHEREAS the first parties being **OWNERS** absolutely seized and possessed of the said property as morefully and particularly described in the schedule" A " hereunder written and accordingly they mutated their names in the record of the Kolkata Municipal Corporation in respect of the said **ALL THAT** partly Two storied brick built messuage tenement or dwelling house together with piece and parcel of land containing an area of 2 (Two) Cottah and 13 (Thirteen) chittacks 12 Sqft (i.e 2037 Sqft) be the same a little more or less, lying and situated at Premises No. 28/1,



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Ma Saroda Moni Sarani, Police Station – Shyampukur, P.O. Baghbazar Kolkata – 700003 together with two storied building standing thereon .

AND WHEREAS the **OWNERS** herein have Jointly decided to develop the properties situate and lying at and being Premises No. 28/1, Ma Saroda Moni Sarani, Police Station – Shyampukur, P.O. Baghbazar Kolkata – 700003 KMC ward no :08 within the limits of the Kolkata Municipal Corporation, morefully mentioned in “ **Schedule A** ” hereunder written.

AND WHEREAS the **DEVELOPER** has been approached by the said **OWNERS** for construction of a new building/s after the demolition of the existing brick built building on the said property situate and lying at and being Premises No. 28/1, Ma Saroda Moni Sarani, Police Station – Shyampukur, P.O. Baghbazar Kolkata – 700003 KMC ward no : 08, , Assessee No : 110083000089, partly tenanted herein after as per the plan which will be sanctioned by the Kolkata Municipal Corporation,

AND WHEREAS before execution of these presents the **OWNERS** have represented and assured to the **DEVELOPER** as follows:-

- i) That the said premises is free from all encumbrances, charges, liens, lispence and attachments whatsoever and howsoever.
- ii) That excepting the present **OWNERS** nobody has any right, title, claim and demand of any nature whatsoever or howsoever, into upon the said premises.
- iii) That there is no notice of acquisition or requisition received or pending in respect of the said premises.
- iv) The **DEVELOPER** has also been given to understand that the said premises does not fall under the Urban Land Ceiling and Regulation Act, 1976.
- v) The **OWNERS** have declared to the **DEVELOPER** that they have a marketable Title in respect of the said premises including the Building situated and structure standing thereon without any claim, right, title, interest of any person thereon or therein and the **OWNERS** have absolute right and full power to enter into this agreement with the **DEVELOPER** and the **OWNERS** hereby undertake to indemnify the **DEVELOPER** and/or its assignees against



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any third party claims, actions, demands, whatsoever with regard to the title and Ownership of the **OWNERS**.

- vi) That no valid and subsisting agreement is in existence prior to the execution of this agreement for Development in connection with the said premises .
- vii) Relying with the aforesaid representations and believing the same to be true and acting on good faith and also after further proper searches and inspection of title of the **OWNERS** in respect of the said premises the **DEVELOPER** after being satisfied has desirous to develop the said premises on the terms and conditions as contained hereinafter.

AND WHEREAS the **DEVELOPER** has requested the **OWNERS** herein to allow them to undertake the planned development of the said premises on the terms mentioned hereinafter and after demolishing the existing structures/ buildings standing thereon and by constructing a new building thereon comprising of several flats/units according to the building plan to be sanctioned by the Kolkata Municipal Corporation with the **DEVELOPERS** own financial and other resources and handover/ ultimately transfer thereof to the intending transferees/ purchasers of the **DEVELOPER'S** allocation on the terms, conditions and stipulations agreed herein and contained hereunder.

AND WHEREAS the **OWNERS** have agreed to allow, authorize, empower and permit the **DEVELOPER** herein to do so on the terms and conditions hereinafter contained.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED TO AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

ARTICLE : 1 – DEFINITIONS

Unless the context or subject otherwise requires the words or expressions contained in this Agreement shall have the following meaning.

1.1. OWNERS shall mean and include the **OWNERS** named above including their respective heirs, legal representatives, executors, administrators transferee and assigns.

1.2. DEVELOPER shall mean and include the **DEVELOPER / Builder** named above and include its successors-in-office, successor-in-interest, assigns and partners .



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1.3. "SAID PREMISES" shall mean and include ALL THAT undivided share of the premises partly two storied brick built building partly tenanted messuage tenement dwelling house land hereditament and the premises together with the piece or parcel of revenue free land thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of **ALL THAT** partly Two storied brick built messuage tenement or dwelling house together with piece and parcel of land containing an area of 2 (Two) Cottah and 13 (Thirteen) chittacks 12 Sqft (i.e 2037 Sqft) be the same a little more or less, lying and situated at Premises No. 28/1, Ma Saroda Moni Sarani, Police Station – Shyampukur, P.O. Baghbazar Kolkata – 700003, Ward No. 08 , and morefully described in the schedule "A " below.

1.4. SAID LAND shall mean and include undivided share of the land comprised in Premises No. 28/1, Ma Saroda Moni Sarani, Police Station – Shyampukur, P.O. Baghbazar Kolkata – 700003, Ward No. 08 measuring about 2 (Two) Cottah and 13 (Thirteen) chittacks 12 Sqft (i.e 2037 Sqft) , described in the Schedule "A " hereunder .

1.5. NEW BUILDING shall mean and include "the new G+3 storied building and/or buildings to be constructed on the said land consisting of spaces, shops, , flats/units, parking spaces, servants quarters and other structures to be constructed on the said premises or on the part or portion thereof according to the building plan to be sanctioned and approved by the Kolkata Municipal Corporation after demolition of the existing building/ structures thereon.

1.6. UNITS shall mean and include the several flats, car parking spaces, servant quarters, other structures and saleable spaces in the building to be built and/or constructed in or upon the said premises where the flats/units would measure different size according to the plan sanctioned by the Kolkata Municipal Corporation.

1.7. SANCTIONED PLAN shall mean and include the plan for construction of the proposed new building and/or other structures to be sanctioned by the Kolkata Municipal Corporation, on the maximum possible floor area ratio available under the building rules and laws of the said Kolkata Municipal Corporation or departments including all or any amendments thereto and/or modification, elevations, decisions,



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maps, drawings and other specifications thereof as may be made and sanctioned from time to time by the authorities.

1.8. COMMON PARTS shall mean and include the entrances, corridors, lobbies, landings,, Electric meter board, Lift and lift machine room, roof, underground reservoir, overhead tank, Electric meter spaces passages, ways and all the open spaces including other common areas, etc. of the building as may be required for the beneficial use and enjoyment the units holders at the said Building but shall not include the covered terrace of the building and other covered areas, spaces, car parking spaces whether covered or not in the ground floor of the building .

1.9. BUILT UP AREA shall according to its context mean the covered area of the floor including stair, landing ,lift and lift lobby of that particular floor.

1.10. SUPER BUILT UP (SBU) AREA shall according to its context mean the Built up area of the floor and proportionate share of Common Parts as described in Article 1.8 .

1.11. FLOOR AREA RATIO shall mean the maximum floor area ratio available for construction of the said premises according to the prevailing rules, regulations, laws and bye laws of the Kolkata Municipal Corporation and/or other statutory authorities.

1.12. PROPORTIONATE shall to the context herein mean the following :-

i) **WHERE** it refers to respective share of the parties herein i.e., the ratio of the number of flats in the **OWNERS'** allocation and the **DEVELOPER'S** allocation in the said premises common expenses for maintenance of the Building, such proportionate shall be the same as to the same built up area of all the flats/units in the building.

ii) **WHERE** it refers to share of any municipal rates and/ or taxes amongst the common expenses, then such share of whole, shall be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in case the basis of any levy be area, rental, income or user, then the same shall be shared on the basis of area, rental, income or user of respective flats/units.



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1.13. SALEABLE SPACES shall mean and include the space in the building available for individual use or occupation together with the undivided proportionate and impartible share or interest in the said land as also in the common parts portions and facilities as defined herein above.

1.14. ENCUMBRANCES shall mean and include transfer, charges, liens, lease pendency, trust, claims, liabilities, demands, acquisitions and requisitions by Government, Public and/or statutory authorities.

1.15. ARCHITECT / LBS shall mean any experienced and qualified person or persons or firm or firms or a limited company having proper, requisite and valid license as building Architect, LBS from the Kolkata Municipal Corporation to be appointed and/or nominated by the **DEVELOPER**.

1.16 OWNER'S ALLOCATION : 50% of the total Constructed area including 50% Carparking area in the Ground Floor ratio as per sanction by the Kolkata Municipal Corporation.. The **OWNERS** shall have full liberty to sell or give on rent the flats / units in the **OWNERS** Allocation to any third parties and the entire consideration amount out of such sale /rent shall be entirely taken by the **OWNERS** without disputes. The final size of the flat/ unit will be determined only as per the sanction plan to be approved by the Kolkata Municipal Corporation, which are morefully and tentatively mentioned in schedule B hereunder written . Moreover flats and Carparking will allotted to the **OWNERS** as per their legal shares which they have inherited from their ancestors .

2. ARTICLE – II DEVELOPER'S ALLOCATION :

2.1. DEVELOPER'S ALLOCATION : shall mean and include the residual area of the total constructed area including proportionate share on the common area and facilities leaving the **OWNERS' Allocation** (50% of the total Constructed area and 50% carparking area in the Ground floor) as described above on clause 1.16 which shall be constructed on the land of the said premises comprising of units /flats/areas as per KMC approval and the proportionate share in roof of the building as may be sanctioned by the Kolkata Municipal Corporation of this Article together with



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undivided proportionate and impartible share or interest in the said land as also in the common parts and portions attributable to be included in the aforesaid **DEVELOPER'S** Allocation, of which the **DEVELOPER** shall become the sole and absolute owner as morefully and particularly described under the schedule " C " herein bellow .

2.2. The **DEVELOPER** and/or its nominees, would be authorized by the **OWNERS** by a Registered Power of Attorney to sign and deal with the said premises, which will be valid till completion of the said construction in all respect whereby and whereunder the **DEVELOPER** shall be entitled to sell, transfer, convey and/or otherwise deal with the units/flats/areas of the **DEVELOPER'S** Allocation without any interference and/or objection from the **OWNERS** and/or their men, agents, representatives, servants and/or assigns in any way or manner and without having to obtain any other and/or separate permission and/or consent therefrom in any form or manner and to receive the consideration moneys from the purchasers thereof. The Existing Tenants may be delivered possession in the newly constructed Building as per suitability of the **DEVELOPER** and possession will be given from the **OWNERS** allocation as per their choice .

2.3. **GARAGES / CAR PARKING SPACES** shall mean the open or covered car parking spaces to be reserved in the ground floor of the said building or at such place as may be sanctioned by the Kolkata Municipal corporation as per building rules.

2.4. **SANCTIONED AREA** shall mean and include the total area to be sanctioned in the building plan by the Kolkata Municipal Corporation .

2.5. **FORCE MAJEURE** shall mean and include floods, earthquake, civil war, emergency, third party interferences, Lockdown announced by the State and or Central Government, political turmoil, suits/litigations etc. filed by any **OWNER** or any adjacent building or neighbors and or any Govt. Authority etc.

ARTICLE – III INTERPRETATIONS:



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3.1 Any reference to statute shall include any statutory extensions and modifications and its enactment of such statute and the rules regulations or orders made therein.

3.2 Any covenant by the **DEVELOPER** and/or the **OWNERS** not to do or commit any act, deed or thing shall mean or include their respective obligations not to permit such act or thing to be done or committed.

ARTICLE – IV COMMENCEMENT:

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

4.2 All the disputes that may be cropped up out of this Development Agreement by and between the **OWNERS** and the **DEVELOPER** shall be settled by Raja Roychowdhury the party of the second part herein at his own endeavor and cost .

4.3 It has been agreed upon by and between Parties herein that the proposed construction works shall be completed within a period of 24 Months from the actual date of obtaining the sanction building plan from the KOLKATA MUNICIPAL Corporation and after getting complete vacate possession of the entire Building. The **DEVELOPER** will intimate the date to the **OWNERS** before starting of the "Foundation Work"

4.4 Delivery of possession of the said premises to the **DEVELOPER** shall be deemed to have given on the date on which the complete vacant possession of the said premises will be given to the **DEVELOPER**. The **OWNERS** will give complete vacant possession to the **DEVELOPER** within ONE month from the date of sanction plan without fail and without raising any dispute in any manner .

4.5 Construction of the building in accordance with sanctioned building plan shall be completed within 24 months as stated in Article-IV clause 4.3 above or such extended time as may be agreed by and between the parties on mutual discussion .

4.6 It has also been agreed upon by and between the parties that in case of failure on the part of the **DEVELOPER** to complete the construction works within the aforesaid stipulated period of i.e. within 24 months from the date of Plan sanction .Extended time shall be allotted upon mutual discussion between the **OWNERS** and



12.8.08

DEVELOPER and the **DEVELOPER** shall pay a sum of Rs. 25,000.00 per month in Total to the **OWNERS** for such extend period of time .

4.7. If the Developer construct any additional floor (above G+3 construction)then that additional floor shall be distributed equally amongst the **OWNERS** and **DEVELOPER** in 50:50 ratio and the **OWNERS** will pay the cost of construction to the **DEVELOPER** for that additional area and the rate fixed between both the parties is Rs Two thousand per Sqft Super built up area . If the **OWNERS** fails to pay the cost of construction the **DEVELOPER** will sale such portion and after deduction of the cost of construction the balance amount shall be given to the **OWNERS** as per their share .

ARTICLE – V OWNERS' REPRESENTATIONS AS TO TITLE AND INDEMNITY .

5.1 The **OWNERS** are seized and possessed of or otherwise well and sufficiently entitled as absolute **OWNERS** in respect of the said land comprised therein morefully described in the Schedule hereunder written .

5.2 The said premises Premises No. 28/1, Ma Saroda Moni Sarani, Police Station – Shyampukur, P.O. Baghbazar Kolkata – 700003, are free from all encumbrances, mortgages, charges, lien, lease pendency, claims, demands, liabilities, acquisitions, requisitions, alignments whatsoever and howsoever .

5.3 There is no Impediment of any nature or whatsoever for the **OWNERS** to entrust to the **DEVELOPER** for Development of the said premises and/or the said land in the manner as herein agreed and/or the construction of the said building as per the sanctioned plan .

5.4 That the **OWNERS** after execution of this agreement shall not in any manner encumber, mortgage, sell, transfer, let out, demise or otherwise deal with or dispose off the said premises or any part or portion thereof. The **OWNERS** shall take all steps to hand over vacant possession of the said premises at their own costs.

5.5 That there is no impediment of any nature whatsoever for the **OWNERS** to obtain necessary permission and/or clearances and/or no objections from the appropriate Government Authorities and/or departments for completing the Sale



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and/or transfer of the share and interest in the said premises in favour of the **DEVELOPER** or its nominees as per this Agreement .

ARTICLE – VI DEVELOPER’S REPRESENTATIONS

6.1 The **DEVELOPER** having inspected the said premises and also the copies of title deeds and other documents/ papers concerning or relating to the said premises has duly satisfied itself with regard to the right, title and interest of the **OWNERS** by causing search in respect of the said premises. However, in case if any defect relating to title being found in future, the **OWNERS** shall rectify and/or cause such defects to be rectified to make the title perfect at their own costs, charges and expenses .

6.2 The **DEVELOPER** shall arrange sufficient means of necessary finance from its own resource and /or by taking Booking money /earnest Money for selling of flats in respect of the **DEVELOPER’S** allocation in advance as may be required for carrying out the development of the said premises and/or the said land and construction of the said building in terms of this Agreement. the owners shall not pay any amount towards construction cost and for the Development of the said premises .

ARTICLE – VII: DEVELOPMENT WORK:

7.1. The **OWNERS** hereby appoint the **DEVELOPER** as the **DEVELOPER** and/or Builder in respect of the said proposed building to be constructed on the said premises in terms of these presents .

7.2. The **OWNERS** hereby agree to entrust the work of development of the said premises and/or construction of the said building to the **DEVELOPER** herein to be carried out as per the sanctioned plan on the terms and conditions herein recorded.

7.3. The development of the said premises and/or construction of said building shall follow as far as possible with the sanctioned plan of Kolkata Municipal Corporation Authorities after demolishing the existing building and structures and shall be carried out in manner as follows :-

a) By obtaining the sanctioned plan from the Kolkata Municipal Corporation and other appropriate Government Authorities and/or Departments as may be necessary or require for development of the said premises and/or construction of the said building under the provisions of the Kolkata Municipal Corporation Act, 1980 and/or the rules, regulations and bye-laws framed thereunder from time to time.



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- b) By demolishing the existing building and other structures in the said premises, either in one or more phases or in the manner as the **DEVELOPER** may think fit and proper.

ARTICLE – VIII : DEVELOPER'S OBLIGATIONS/ COVENANTS :

- 8.1 In consideration of the said premises and subject to the provisions contained in these presents, the **DEVELOPER** hereby agrees and undertakes to carry out the Development of the said premises and/or the said land and/or the construction of the new building in accordance with the rules, regulations and bye-laws of the Kolkata Municipal Corporation at its own cost.
- 8.2 All applications, Plans and other papers and documents that may be required by the **DEVELOPER** for the purpose of obtaining necessary sanction plan from the Kolkata Municipal Corporation shall be prepared and submitted by the Developer on behalf of the land **OWNERS** and shall sign all such plans, application, other papers and documents as and when necessary and all cost expenses including Plan Sanctioning costs will be borne by the **DEVELOPER**.
- 8.3 The **DEVELOPER** shall provide to the **OWNERS** complete possession of the **OWNERS'** allocation defined in Article 1.16 hereinabove written with undivided proportionate and impartible share or interest in the said land and the common parts as herein written for occupation of the same respectively by the **OWNERS** in the said building.
- 8.4 The **DEVELOPER**, unless prevented by any restraint orders from the appropriate Court of law or any Government or any Semi-Government authority or any statutory body or authority like Kolkata Municipal Corporation, Calcutta Metropolitan Development Authority, Police Authority, Fire Brigade Authority, CESC, Neighbor's objection, natural calamities etc., or for non-vacating of the said premises by the tenants and/or occupiers and or **OWNERS**, if any, shall complete the construction of the said building within 18 months from the date of starting of the "Foundation work(Bhumi Puja)" and or 24 Months from the date of the Sanction Building Plan from the Kolkata Municipal Corporation.
- PROVIDED HOWEVER** the period during which the development work is suspended or delayed due to such restrain order or acts of God such as Force Majeure as



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aforesaid shall be excluded in computing the period by which the work of construction of the building is to be completed.

8.5 The **DEVELOPER** of the said premises and/or construction of the said building shall complete in habitable condition with electrical connections, water pumps, and sewerage and drainage connection, plumbing any sanitary fittings as also overhead and underground water tanks, lift etc.

8.6 The **DEVELOPER** shall provide shifting charges/ rent to the resident **OWNERS** only who are staying in the abovementioned premises.

ARTICLE – IX: OWNERS' and the DEVELOPERS OBLIGATIONS/COVENANTS :

9.1 The **OWNERS** shall not be held liable for any Constructional defects in the said new building and in that event the **DEVELOPER** shall be liable for any damages to any portion of the said building . It is also agreed by and between the parties herein that the newly constructed unit / Building / Flat or any portion shall not be used for any immoral purpose . The **OWNERS** shall render their best co-operation and assistance to the **DEVELOPER** in the matter of development of the said premises ;

9.2 The **OWNERS** shall not do or cause to be done any act deed, matter or thing nor permit anyone to do any act, deed, matter or thing which may at in any manner cause obstruction and/or interference in the development of the said premises and/or construction of the said building.

9.3 The **DEVELOPER** on behalf of **OWNERS** shall sign and execute all necessary papers, Registered boundary declaration, all applications to the Kolkata Municipal Corporation, plans, sketches, maps, designs and other documents as may from time to time be required for mutation and obtaining the sanctioned plan from the Kolkata Municipal Corporation Authorities and/or obtaining necessary sanctions, permissions, approvals and/or no objections certificate from the appropriate Government Authorities and/or Departments with regard to the proposed construction of the building and/or development of the said premises and for obtaining water connections, sewerage connection, electric connection and for obtaining all other facilities as may be necessary for the beneficial use and occupation of the said building and/or unit or units thereat.



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9.4 The **OWNERS** herein shall render their best co-operation and assistance as may from time to time as be required by the **DEVELOPER** in the matter of obtaining necessary sanctions and/or permissions and/or clearances including necessary sanction of plan from the Kolkata Municipal Corporation Authorities.

9.5 The **OWNERS** shall grant to the **DEVELOPER** Registered General power of attorney as may be required for the purpose of obtaining sanction plan and all necessary permission and sanction from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the Kolkata Municipal corporation and other appropriate Government authorities and also for selling, transferring and conveying the **DEVELOPER'S** allocation and for executing Deed of conveyance and handing over Physical as well as legal and identical possession of the **DEVELOPER'S** allocation to the Intending Purchaser/ Purchasers as also authorizing the **DEVELOPER** and/or its nominee to apply for and to have necessary mutation in the record of the Kolkata Municipal Corporation and other appropriate Authorities in respect **DEVELOPER'S** Allocation.

9.6 The **OWNERS** are executing Registered Power of Attorney up to the period of completion of the project in writing in article II clause (2.2) in favour of the **DEVELOPER** including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for **DEVELOPER'S** allocation and further immediately after completion of the proposed construction works and sale of Developers allocation the power of Attorney executed in favour of the **DEVELOPER** shall automatically cease to exist .

9.7 In case of death of any parties, the names of the legal heirs are to be treated as **OWNER** in respect of the **OWNERS** and in case of **DEVELOPER** the successor-in-office will be treated as **DEVELOPER** and the said **OWNERS** will execute a fresh identical Power of Attorney in favor of the **DEVELOPER** without delay . However such delay will not affect the progress or allied work for construction, sale and/or registration of the **DEVELOPER'S** allocation. The " Development agreement" will remain in force in case of death of any parties and bound to both the parties legal heirs with the same term and condition as per this agreement .



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9.8 In consideration of the said premises and in consideration of the **DEVELOPER'S** undertaking for the development in respect of the said premises and also in consideration of the several units forming part of the **OWNERS'** allocation in the building to be constructed in terms of these presents and also in consideration of payments as stipulated in Clauses {11.1} under Article – XI hereunder and in consideration of allotting and handover **OWNERS'** allocation by the **DEVELOPER** . After obtaining Clearance Certificate from the Kolkata Municipal Corporation . The building will be constructed as per sanction plan and completion Certificate should be obtained from the Kolkata Municipal Corporation in quickest possible time .

9.9 The **OWNERS** herein doth hereby expressly allow, grant and authorize and shall also always allow grant and authorize the **DEVELOPER** herein exclusive and unfettered right power and authority to sell, convey and/or transfer by lease or dispose of the flat or flats of the said building as also right to use the common area and facilities appurtenant thereto forming the **DEVELOPER'S** allocation defined hereinabove to enter into agreement or agreements for sale thereof with intending purchaser or purchasers as the nominee or nominees of the **DEVELOPER** herein at such prices and on such terms and conditions as the said **DEVELOPER** may deem fit and proper to accept earnest money and subsequently to sell, transfer, convey, assign and assure or lease out or dispose of the said **DEVELOPER'S** Allocation or any part or portion thereof by executing the Registered Documents, on failure of the **OWNERS** herein to execute and register one or more conveyance or conveyances in favour of the intending purchaser or purchasers by virtue of and under authority of the Registered Development Power of Attorney executed by the **OWNERS** herein in favour of the **DEVELOPER** herein or its nominated person or persons to and for such consideration as may be fixed or decided by the **DEVELOPER** at its sole and exclusive discretion without any interference, intervention and objection of the **OWNERS**.

9.10 In case any outgoings or encumbrances be found on the said premises before execution of this agreement then the **OWNERS** shall be liable to pay and discharge the aforesaid encumbrances or outgoings at their own costs and expenses and on their failure to do so the **DEVELOPER** shall cause the same to be removed, paid and discharged at the cost and expenses of the **OWNERS** being deductible from the



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amount to be paid or from the area to be offered to the **OWNERS** as **OWNERS'** allocation in terms of these presents but after execution of this agreement the **DEVELOPER** shall be responsible for the same.

9.11 In case the **DEVELOPER** is unable to fulfil its obligation within the time mentioned in clause (4.6) under Article-IV above due to the force majeure hereinafter contained then in such event the time for performance of its obligations shall be extended accordingly for another Six months

9.12 In case the **OWNERS** commit any default or breach in fulfillment of their obligations contained herein then and in such event the **DEVELOPER** shall be entitled to specific performance of contract or default complained of and for damages therefore. The clause will be strictly applicable for the **DEVELOPER** also.

9.13 The **DEVELOPER** may carry out any construction, extension work in the said premises till completion of the building or buildings without affecting the **OWNERS' Allocation** and the **OWNERS** will co-operate with the **DEVELOPER** in all respect regarding such construction or extension work, as the case may be.

9.14 All the concerned original documents such as Legal Papers and Documents including but not restricted to Title Deeds of the property, Probate of any Will relating thereto, Mutation Certificate, Property Tax receipt of the said premises as available shall be handed over by the **OWNERS** to the **DEVELOPER** along with the execution of this agreement and retain the same by the **DEVELOPER** till the completion of the construction morefully described in the schedule - " E " hereunder.

9.15 The **OWNERS** hereby give their absolute consent if the **DEVELOPER** amalgamate the entire premises and/or with any other premises for Development of such building without affecting the **OWNERS** allocation of the said premises area and ratio.

9.16 At the time of construction and after demolition of the old building the **DEVELOPER** will take and pay the necessary electric bill and Tax bill till the completion of newly constructed building or/ obtaining clearance Certificate from the Kolkata Municipal Corporation and after obtaining C.C the **DEVELOPER** will handover the **OWNERS** meter with connection to the **OWNERS**. The **OWNERS** will not pay any amount for the 3 Phase 440 lines for common use. It is the Sole and prime liability



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of the **DEVELOPER**. The LIFT and , license till C.C. is the liability of the **DEVELOPER** and **OWNERS** will not pay any amount for the completion of lift and license .

ARTICLE – X: CONSTRUCTION

10.1 The construction of the said Building shall be as per the Kolkata Municipal Corporation Act and/or rules regulations and bye-laws framed thereunder and further in accordance with the sanctioned plan.

10.2 The **DEVELOPER** shall keep the **OWNERS** absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to the construction of the said building and/or the said development work being in deviation from the sanctioned plan and/or violation of the rules, regulations and bye-laws under the Kolkata Municipal Corporation Act as also due to loss of lives and properties and penalty imposed thereof.

10.3 The **DEVELOPER** herein shall be entitled to employ such masons, mistries, engineers, contractors, managers, supervisors and other person/persons for carrying out the said development work and/or construction of the building as the **DEVELOPER** shall think proper in this respect. The **DEVELOPER** herein shall solely be responsible for appointing the masons, mistries, engineers, contractors, managers, supervisors, chowkidars and durwans and others who may be engaged by the **DEVELOPER** for the development work and/or construction of the buildings and in this respect, the **OWNERS** shall not in any manner be responsible. In this regard, the **DEVELOPER** shall keep the **OWNERS** indemnified against any claim or demand.

ARTICLE – XI: CONSIDERATION

11.1 In consideration of the said premises aforesaid and in consideration of the **OWNERS** appointing the **DEVELOPER** as the Builder and further allowing the **DEVELOPER** to commercially exploit the said premises and to develop the same and also to construct the said building and also in consideration of the allotment of the **DEVELOPER's** allocation to the **DEVELOPER** with all rights to transfer in the manner as



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herein agreed, the **DEVELOPER** hereby agrees at its own costs and expenses to carry out the said development work including the construction of the **OWNERS'** allocation complete in all respect in terms of these presents to be held, owned and possessed by the **OWNERS** herein as absolute **OWNERS** thereof in this respect the **OWNERS** herein shall not in any manner be liable or responsible to pay the cost of construction or other cost charges and expenses whatsoever save and except as stated herein.

11.2 In consideration of the **DEVELOPER** bearing the costs, charges and expenses for development of the said premises and/or construction of the Building as aforesaid including the construction of **OWNERS'** Allocation, the **DEVELOPER** and/or any of its transferees shall not be liable to pay any amount towards price and/or value thereof to the **OWNERS** for such transfers and/or consideration on account or undivided proportionate share in the land comprised in the said premises attributable to and/or in relation to such flat/unit of the **DEVELOPER's** allocation.

ARTICLE – XII : RATES TAXES AND MAINTENANCE :

(Applicable for all flat OWNERS only after getting possession in their respective flat/units and which will be decided by the Flat/unit OWNERS among themselves)

ARTICLE – XIII : HOLDING ORGANISATION :

13.1 All the **OWNERS** and the other flats **OWNER** of the said newly constructed premises shall form an association which they think fit and proper and the **DEVELOPER** will extend possible co-operation to the flat **OWNERS**.

ARTICLE – XIV: COMMON RESTRICTION:

14.1 **(Applicable for all flat OWNERS only after getting possession in their respective flat/units per rules framed by the Flat/unit OWNERS association)**

ARTICLE –XV : MISCELLANEOUS :

15.1 The **OWNERS** and the **DEVELOPER** have entered into this Agreement in joint venture basis between themselves .



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15.2 That nothing in these presents shall be construed as a demise or assignment or conveyance in law by the **OWNERS** of the said premises or any part thereof to the **DEVELOPER**, or as creating any right title or interest in respect thereof in favour of the **DEVELOPER**, save the right to undertake construction as per this Agreement, save and except the powers granted to the **DEVELOPER** by the **OWNERS** in terms of clause 9.6 hereof.

15.3 The **OWNERS** herein in consideration of the stipulations contained above doth hereby expressly allow, grant and authorize and shall also always until such time as the **DEVELOPER** may inform allow, grant and authorize the **DEVELOPER** exclusive and unfettered right, power and authority to advertise for sale in the news papers for selling the flats, car parking space, share in the lands and right to use the common areas and facilities forming the **DEVELOPER'S** allocation and to enter into agreement with the intending purchasers as nominees of **DEVELOPER** for sale of the same at such price and on such terms and conditions as the **DEVELOPER** may think best and proper and will accept earnest money and subsequently sell, transfer, convey, lease out or dispose of the said **DEVELOPER'S** allocation or any part or portion thereof by executing and registering one or more deed of conveyance of the said area in favour of the said intending purchasers by virtue and under authority of the said Power of Attorney for Development executed by the **OWNERS** in favour of the **DEVELOPER** at its sole and absolute discretion at and for such consideration as may be exclusively fixed and determined by the **DEVELOPER** to be received by and paid to it in such manner as may be decided and deemed proper by the **DEVELOPER** without any interference, intervention and objection from the **OWNERS**.

15.4 That the terms, conditions, stipulations and covenants hereof may be varied altered and/or varied according to convenience of the project intended herein with mutual consent and agreement.

15.5 Any notice required to be given by any of the parties to the other without prejudice to any other mode of service available shall be deemed to have been given and served if sent by hand or by registered post with acknowledgement due at the last known addresses of both the parties.



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15.6 The Power and/or authorities granted aforesaid in favour of the **DEVELOPER** shall remain in force during the subsistence of this Agreement and till completion of the construction.

15.7 Each of the covenants herein contained shall be deemed to be considered for the other.

15.8 This agreement is binding upon all the legal heirs and successors of both the parties.

15.9 It is expressly agreed by the **OWNERS** that subject to the terms of this agreement and if the **OWNERS** stick to cancel the agreement, then the **OWNERS** shall have to pay the entire expenses with bank interest incurred by the Developers which shall be ascertained by the **DEVELOPER** that time and such compensation shall be made clear at once at the time of cancellation of the agreement, otherwise the agreement shall be valid at all time.

ARTICLE XVI: DOCUMENTATION

16.1 All Agreements, contracts, deeds, documents for the Sale and disposal of the **DEVELOPER'S** allocation by the **DEVELOPER** shall be identical containing the same terms and conditions as may be mutually approved by the parties and the same may be drafted and registered by the **DEVELOPER'S** Advocate.

ARTICLE - XVII: DEFAULT

17.1 That if the **DEVELOPER** fails to handover the **OWNERS'** allocation after completion of the new building within the stipulated time of 18 months from the actual date of "Foundation Work" then the developer shall be liable to pay Rs 25,000/- per month to the **OWNERS** in aggregate till handing over such possession of the **OWNERS'** allocation, subject, however, to the impediments on the **DEVELOPER** such as natural calamities, litigation with third parties concerning development of the said premises, any order of injunction and/or restraint from any competent court of law regarding such development, etc., then in such event the time for performance of



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its obligations shall be extended accordingly and shall be excluded in computing the period by which the work of construction of the building is to be completed.

17.2 In the event of rescission of this contract caused by the **OWNERS** due to fault on the part of the **OWNERS**, the **OWNERS** shall refund to the **DEVELOPER** herein all the amounts with bank interest per annum towards all costs, rent, charges and expenses paid and incurred by the **DEVELOPER** herein as certified by the architect including the entire sum paid to the **OWNERS** and it is explicitly agreed that till the amount incurred by the **DEVELOPER** for the development of the said premises the **DEVELOPER** shall have lien over the said premises and the premises shall remain charged for such unpaid dues till the same are realized by the **DEVELOPER** herein;

SCHEDULE - A

ALL THAT partly Two storied brick built messuage tenement building an covered area measuring about on the Ground floor 1400 Sq.ft., and on the First floor 160 Sqft messuage tenement dwelling house land hereditament and premises together with the piece or parcel of revenue free land thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of total Land measuring about 2 (Two) Cottah and 13 (Thirteen) chittacks 12 Sqft (i.e 2037 Sqft) ,lying and situated at Premises No. 28/1, Ma Sarada Moni Sarani, Police Station - Shyampukur, P.O. Baghbazar Kolkata - 700003 , Assessee No : 110083000089 within the limits of the Kolkata Municipal Corporation, Ward No.08, free from all encumbrances, charges, liens, attachments, lispence whatsoever is butted and bounded as follows as per Present deed :-

ON THE NORTH	:	29, Ma Sarada Moni Sarani
ON THE SOUTH	:	28, Ma Sarada Moni Sarani
ON THE EAST	:	58/1, Ma Sarada Moni Sarani .
ON THE WEST	:	By road Ma Sarada Moni Sarani



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SCHEDULE – "B"

OWNERS' ALLOCATION : 50 % of the total constructed area of the building as per sanction by the Kolkata Municipal Corporation together with undivided proportionate and impartible share or interest in the said land as also in the common parts and portions. The OWNERS allotment of flat / Floor more specifically will be in the entire First floor and 50% in the third floor and 50% in the Ground Floor . The OWNERS shall have full liberty to sell or give on rent the flats / units in the OWNERS Allocation to any third parties and the entire consideration amount out of such sale /rent shall be entirely taken by the OWNERS without disputes. The final size of the flat/ unit will be determined only as per the sanction plan approved by the Kolkata Municipal Corporation,

SPECIFICATIONS

1. **Structure** : Earthquake resistant R.C.C. Frame Construction on R.C.C. Foundation with R.C.C. column, beams and slabs and designs in accordance with the relevant I.S. Codes.
2. **Outer Walls** : All outer walls shall be 200 mm / 250mm (8" / 10") thick in cement and sand mortar. (Brand ACC / Lafarge / Ambuja/ Ultratech or equivalent).
3. **Internal Walls** : All internal walls shall be of 5" thick in cement and same mortar except where necessary 3" wall may be constructed. Inside wall finish with smooth putty.
4. **Plaster** : All walls and ceilings will be plastered internally and externally with cement and sand mortar.
5. **Coloring** :The external face of walls of the new building shall be painted with approved cement paints (Weather Coat ASIAN Paint, Berger, Nerolac)
6. **Service Area**: All staircases, lobbies shall be furnished with marble of such quality as to be decided by the DEVELOPER.
7. **Flooring**: Master Bed room : Vitrified tiles, Living/dining : Vitrified tiles, Kitchen : Vitrified tile, Bathroom; Anti skid Ceramic tiles.



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8. **Joinery** : All doors and windows in the Common Service areas shall have the frames made of good quality timber as to be specified by the DEVELOPER and shall be made as per the Architect's drawings and specifications.
9. **Electrical** : Canceled copper wiring with fire resistant cables (FINOLEX / HAVELS / MESCAB or equivalent make) for better safety. All common service areas shall be provided with suitable light & fan points, switches from ANCOR, HAVELS, KOLORS or equivalent make of ISI standard
10. **Sanitary and Plumbing** : All plumbing pipe lines and sanitary plumbing pipe lines including the rain water pipes would be of ISI marked and each pipes of pipe and fittings shall be tested at the site prior to installation.
11. **Lobbies & Common Areas** : All lobbies combined of Marble & Granite and common areas visible from common areas outside shall be finished with the approval of the Architect.
12. **Water Supply** : There shall be adequate water supply from Kolkata Municipal Corporation connection along with water tanks and water pump with accessories for lifting the water.
13. **Kitchen** : Will be provided with High gloss granite slab 4 feet high Designer tiles above the slab with plug points for chimney , exhaust fan, Aqua Guard, Micro oven & Mixer grinder .
14. **Bathrooms** : Water proof PVC door. Floor with Anti skid Vitrified tiles and 6 feet high tiles in the wall. The bathroom will have Western plying as decided by the Developer Brand :Hind wire / Johnson / Parry wire . Water proofing treatment in all toilets. Provision of exhaust fan. Provision of Geyser points in the bathroom. CP fittings with ESCO or equivalent standard.
15. **Windows** :Will be made of above aluminum channel with COLOURED glass.



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16. **Sewerage** :The Sewerage network shall be connected with Kolkata Municipal Corporation system under the rules KMC drainage department.
 17. **Doors** :All the Doors will be flat (water resistant flash door of ISI mark) Main door fitted with Godrej lock / mortis lock with twister .
 18. **Lift** : One four passenger lift with standard interior designed as per Developer's discretion.
- N.B For any extra internal work extra charges shall have to be paid in advance.

SCHEDULE – "C"

DEVELOPER'S ALLOCATION : shall mean and include of the 50% of the Total constructed area of the building leaving the **OWNERS' Allocation** as described above on clause 1.16 as per KMC approval and together with undivided proportionate and impartible share or interest in the said land as also in the common parts and portions attributable to be included in the aforesaid **DEVELOPER's Allocation**, of which the **DEVELOPER** shall become the sole and absolute owner.

SCHEDULE – "D"

COMMON PARTS shall mean and include the entrances, corridors, lobbies, roof, landings, stairs cases, Lift and lift machine room, roof, underground reservoir, overhead tank, passages, ways, electric meter board including other common areas, etc. and other facilities and amenities .

SCHEDULE - "E"

Details of the Original Deeds to be handed over to the developer till the completion of construction

SCHEDULE – "F"

Payment to be made by the DEVELOPER to the OWNERS:

On the date of vacating the entire building The **DEVELOPER** shall provide a monthly rental to the resident **OWNERS** only

GST or any statutory tax implemented by the State or Central Govt on **OWNER** allocation at the time of handing over the **OWNER** allocation shall be paid by the **OWNER** to the **DEVELOPER** . Similarly GST or any statutory tax on **DEVELOPERS** allocation shall be collected from buyers and paid by the **DEVELOPER** on **DEVELOPERS** allocation .



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IN WITNESS WHEREOF we have hereunto set and subscribed our respective hands and signatures on this the 12th day of March, Two thousand and Twenty Two.(2022)

SIGNED AND DELIVERED AT KOLKATA in presence of

The Following WITNESSES:

1. Smt. Sadhukhan
S/o Narugopal Sadhukhan
2, Behari Chakraborty
Street Kolkata-700006

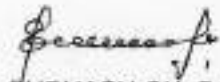
✓ Jayasree Bose

(For Self and Guardian of
Minor DHRUBOJIT BOSE.)

✓ Subhra Roychowdhury

✓ Sumona Banerjee.

2.

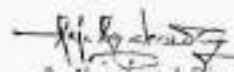

SUBHASH CH. BASU
Advocate

Alipore Judges Court, Kolkata-700027
Enrollment No WB/F/801/2006

OWNERS

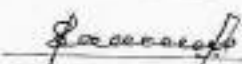
3. Hrushik Choudhury
5, Nayan Suro Lane Kol-5

KALPANA HEADHIGHS


Authorised Signatory

DEVELOPER

Drafted by me :


SUBHASH CHANDRA BASU
Advocate
Alipore Judges Court
Kolkata-700 027
Enrollment No. F/801/2006



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OF ASSURANCES-IV, KOLKATA

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SPECIMEN FORM FOR TEN FINGERPRINTS



Rishi K. Chaudhary

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Sanjayee Bose

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Subra Roychowdhury

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Sumanona Banerjee

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



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OF ASSURANCES-IV, KOLKATA

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ভারত সরকার
Government of India



সুভাষ চন্দ্র বাসু
SUBHASH CHANDRA BASU
পিতা : কৃষ্ণদাস বাসু
Father : KRISHNADAS BASU
জন্মতারিখ / DOB : 01/11/1961
পুরুষ / Male



9463 6553 2277

আমার আধার, আমার পরিচয়



আধার

ঠিকানা:

২০বি, পদুই দাস পাড়া রোড,
শ্যামসুন্দর পল্লী, সারসুনা, বরগুনা,
দক্ষিণ ২৪ পরগণা, পশ্চিমবঙ্গ,
৭০০০৬১

ভারতীয় বৈশিষ্ট্য পরিচয় প্রাধিকারণ
Unique Identification Authority of India

Address:

20B, PARUL DAS PARA ROAD,
SHYAMSUNDAR PALLY,
Sarsuna, Sarsoona, South Twenty
Four Parganas, West Bengal,
700061

9463 6553 2277



1847



help@uidai.gov.in



www.uidai.gov.in

[Signature]

Major Information of the Deed

Deed No :	I-1904-04553/2022	Date of Registration	12/03/2022
Query No / Year	1904-2000789582/2022	Office where deed is registered	
Query Date	10/03/2022 6:47:42 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Subhash Chandra Basu Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9477641865, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction Agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 83,72,410/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 25/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



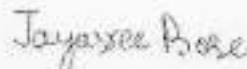






District: Kolkata, P.S:- Shyampukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ma Sarada Moni Sarani, Premises No: 28/1, Ward No: 008 Pin Code : 700003

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		2037 Sq Ft	4,00,000/-	77,40,610/-	Property is on Road Adjacent to Metal Road,
Grand Total :					4.6681Dec	4,00,000 /-	77,40,610 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
1	On Land L1	1560 Sq Ft.	1,00,000/-	6,31,800/-	Structure Type: Structure
Gr. Floor, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 160 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1560 sq ft	1,00,000 /-	6,31,800 /-	










Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name Mrs Jayasree Bose Wife of Late Subhajit Bose Executed by: Self, Date of Execution: 12/03/2022 , Admitted by: Self, Date of Admission: 12/03/2022 ,Place : Office	Photo  12/03/2022	Finger Print  LTI 12/03/2022	Signature  12/03/2022
Ma Saroda Moni Sarani, 28/1, City:- Kolkata, P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: axxxxxxx3g, Aadhaar No: 48xxxxxxxxx2224, Status :Individual, Executed by: Self, Date of Execution: 12/03/2022 , Admitted by: Self, Date of Admission: 12/03/2022 ,Place : Office				
2	Mr Dhrubojit Bose Son of Late Subhajit Bose Ma Saroda Moni Sarani, 28/1, City:- Kolkata, P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: fzxxxxxx6g, Aadhaar No: 96xxxxxxxxx1124, Status :Minor, Executed by: Guardian, Executed by:			
3	Name Mrs Subhra Roy Chowdhury Wife of Mr Suman Roy Chowdhury Executed by: Self, Date of Execution: 12/03/2022 , Admitted by: Self, Date of Admission: 12/03/2022 ,Place : Office	Photo  12/03/2022	Finger Print  LTI 12/03/2022	Signature  12/03/2022
Shyambazar Street, 76A, City:- Kolkata, P.O:- Shyambazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AJxxxxxx9f, Aadhaar No: 54xxxxxxxxx3314, Status :Individual, Executed by: Self, Date of Execution: 12/03/2022 , Admitted by: Self, Date of Admission: 12/03/2022 ,Place : Office				
4	Name Mrs Sumona Banerjee Wife of Mr Amit Banerjee Executed by: Self, Date of Execution: 12/03/2022 , Admitted by: Self, Date of Admission: 12/03/2022 ,Place : Office	Photo  12/03/2022	Finger Print  LTI 12/03/2022	Signature  12/03/2022
Suren Sarkar Road, 61/b, City:- Kolkata, P.O:- Beliaghata, P.S:-Phulbagan, District:-Kolkata, West Bengal, India, PIN:- 700010 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: agxxxxxx1l, Aadhaar No: 75xxxxxxxxx0164, Status :Individual, Executed by: Self, Date of Execution: 12/03/2022 , Admitted by: Self, Date of Admission: 12/03/2022 ,Place : Office				



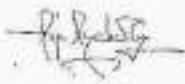


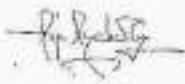


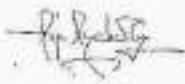
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	KALPANA HEADHIGHS Belaram Ghosh Steet, 3, City:- Kolkata, P.O:- Shyambazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700004 , PAN No.:: AAxxxxxx2J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative




Guardian Details :

Sl No	Name,Address,Photo,Finger print and Signature											
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mrs Jayasree Bose Wife of Late Subhajit Bose Date of Execution - 12/03/2022, , Admitted by: Self, Date of Admission: 12/03/2022, Place of Admission of Execution: Office</td><td> Mar 12 2022 1:33PM</td><td> LTI 12/03/2022</td><td> 12/03/2022</td></tr></table>	Name	Photo	Finger Print	Signature	Mrs Jayasree Bose Wife of Late Subhajit Bose Date of Execution - 12/03/2022, , Admitted by: Self, Date of Admission: 12/03/2022, Place of Admission of Execution: Office	 Mar 12 2022 1:33PM	 LTI 12/03/2022	 12/03/2022	<p>28/1, Ma Saroda Moni Sarani, City:- Kolkata, P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, , PAN No.:: AXxxxxxx3Q, Aadhaar No: 48xxxxxxxx2224 Status : Guardian, Guardian of : Mr Dhrubojit Bose</p>		
Name	Photo	Finger Print	Signature									
Mrs Jayasree Bose Wife of Late Subhajit Bose Date of Execution - 12/03/2022, , Admitted by: Self, Date of Admission: 12/03/2022, Place of Admission of Execution: Office	 Mar 12 2022 1:33PM	 LTI 12/03/2022	 12/03/2022									

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature											
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr Raja Roy Choudhury (Presentant) Son of Late Anil Roy Chowdhury Date of Execution - 12/03/2022, , Admitted by: Self, Date of Admission: 12/03/2022, Place of Admission of Execution: Office</td><td> Mar 12 2022 1:33PM</td><td> LTI 12/03/2022</td><td> 12/03/2022</td></tr></table>	Name	Photo	Finger Print	Signature	Mr Raja Roy Choudhury (Presentant) Son of Late Anil Roy Chowdhury Date of Execution - 12/03/2022, , Admitted by: Self, Date of Admission: 12/03/2022, Place of Admission of Execution: Office	 Mar 12 2022 1:33PM	 LTI 12/03/2022	 12/03/2022	<p>2, Ananda Chattejee Lane, City:- Kolkata, P.O:- Baghbazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700003, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx2Q, Aadhaar No: 46xxxxxxxx2268 Status : Representative, Representative of : KALPANA HEADHIGHS (as Partner)</p>		
Name	Photo	Finger Print	Signature									
Mr Raja Roy Choudhury (Presentant) Son of Late Anil Roy Chowdhury Date of Execution - 12/03/2022, , Admitted by: Self, Date of Admission: 12/03/2022, Place of Admission of Execution: Office	 Mar 12 2022 1:33PM	 LTI 12/03/2022	 12/03/2022									

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Subhash Chandra Basu Son of Late Krishnadas Basu Supreme Judges Court, City:- Not Specified, P.O:- Alipore, P.S:-Alipore, District:-South 24 Parganas, West Bengal, India, PIN:- 700027			

	12/03/2022	12/03/2022	12/03/2022
Identifier Of Mrs Jayasree Bose, Mrs Subhra Roy Chowdhury, Mrs Sumona Banerjee, Mrs Jayasree Bose, Mr Raja Roy Choudhury			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Jayasree Bose	KALPANA HEADHIGHS-735.58 Sq Ft
2	Mr Dhrubojit Bose	KALPANA HEADHIGHS-735.58 Sq Ft
3	Mrs Subhra Roy Chowdhury	KALPANA HEADHIGHS-452.66 Sq Ft
4	Mrs Sumona Banerjee	KALPANA HEADHIGHS-113.18 Sq Ft

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Jayasree Bose	KALPANA HEADHIGHS-563.31000000 Sq Ft
2	Mr Dhrubojit Bose	KALPANA HEADHIGHS-563.32000000 Sq Ft
3	Mrs Subhra Roy Chowdhury	KALPANA HEADHIGHS-346.63000000 Sq Ft
4	Mrs Sumona Banerjee	KALPANA HEADHIGHS-86.74000000 Sq Ft

On 12-03-2022

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

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

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

Presented for registration at 13:22 hrs. on 12-03-2022, at the Office of the A.R.A. - IV KOLKATA by Mr. Raja Roy Choudhury .

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 83,72,410/-

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

Execution is admitted on 12/03/2022 by 1. Mrs Jayasree Bose, Wife of Late Subhajit Bose, Ma Saroda Moni Sarani, 28/1, P.O: Baghbazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession House wife, 2. Mrs Subhra Roy Chowdhury, Wife of Mr Suman Roy Chowdhury, Shyambazar Street, 76A, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession House wife, 3. Mrs Sumona Banerjee, Wife of Mr Amit Banerjee, Suren Sarkar Road, 61/b, P.O: Beliaghata, Thana: Phulbagan, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession House wife

Indetified by Mr Subhash Chandra Basu, , Son of Late Krishnadas Basu, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 12-03-2022 by Mr Raja Roy Choudhury, Partner, KALPANA HEADHIGHS (Partnership Firm), Balaram Ghosh Steet, 3, City:- Kolkata, P.O:- Shyambazar, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700004

Indetified by Mr Subhash Chandra Basu, , Son of Late Krishnadas Basu, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Executed by Guardian

Execution is admitted by Mrs Jayasree Bose, , Wife of Late Subhajit Bose, 28/1, Ma Saroda Moni Sarani, P.O: Baghbazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by profession House wife as the guardian of minor Mr Dhrubojit Bose Ma Saroda Moni Sarani, 28/1, P.O: Baghbazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003

Indetified by Mr Subhash Chandra Basu, , Son of Late Krishnadas Basu, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25/- (E = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 4/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/03/2022 8:30AM with Govt. Ref. No: 192021220202854401 on 11-03-2022, Amount Rs: 21/-, Bank: IDFC Bank (HDFC0000014), Ref. No. 1733913345 on 11-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,920/-.

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5374, Amount: Rs. 100/-, Date of Purchase: 07/02/2022, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/03/2022 8:30AM with Govt. Ref. No: 192021220202854401 on 11-03-2022, Amount Rs: 9,920/-, Bank:
HDFC Bank (HDFC0000014), Ref. No. 1733913345 on 11-03-2022, Head of Account 0030-02-103-003-02


Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1904-2022, Page from 409438 to 409497
being No 190404553 for the year 2022.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2022.03.29 08:35:45 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/03/29 08:35:45 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)

2

5 Sub

DATED 12th March, 2022

DEVELOPMENT AGREEMENT

OWNERS-

SMT. JAYASREE BOSE,
SRI DHRUBOJIT BOSE (MINOR)
LEGAL GURDIAN HIS MOTHER-SMT. JAYASREE BOSE
SMT. SUBHRA ROY CHOWDHURY
SMT. SUMONA BANERJEE

AND

DEVELOPER

KALPANA HEADHIGHS

A PARTNERSHIP FIRM-ITS PARTNERS
SRI RAJAROY CHOWDHURY (AUTHORISED PERSON)
SMT. RASHMI ROY CHOWDHURY
SMT. RAYAROY CHOUDHURY
SMT. KALPANA ROY CHOUDHURY

SUBHASH CHANDRA BASU

ADVOCATE

ENROLLMENT NO.F/801/2006

ALIPORE JUDGES COURT

KOLKATA-700027

MOBILE NO.9830114357