

12441/2021

I

11973/2021

भारतीय गैर न्यायिक

दस
रुपये

TEN
RUPEES

रु.10

Rs.10



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



57AB 408821

Certified that the Document is admitted to Registration. The Government of West Bengal is the party to the document.

Additional Registrar of Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

Additional Registrar of Assurances-IV, Kolkata

22 OCT 2021

THIS DEVELOPMENT AGREEMENT is made on this 22nd day of October 2021, Two Thousand Twenty One

BETWEEN

- 85193



Address.....

Rs.....

Date.....

SIPRA DEY

Licence No.: 18

Code : 1070

1, N. S. Road, Kolkata-700 001

06 AUG 2021

06 AUG 2021



mm

Uttam Pr. Singh
Adv.
S/o Ushiv Shankar Singh.
Saddah court complex
Room no 10, 1st floor
PO of PS- Entally
Kolkata - 700017

22 OCT 2021

SRI VIKASH MOTH (PAN : AEMPM0145A) & Aadhar No. 2154 4904 4794

son of Ashok Kumar Agarwal, by faith – Hindu, by Occupation - Business, By Nationality - Indian, residing at 737, Laketown, Block – A, 2nd Floor, P.O & P.S – Laketown, Kolkata - 700089, North 24 Parganas, hereinafter called and referred to as **LANDOWNER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his representative heirs, executors, successors, administrators, legal representatives and assigns) of the **FIRST PART**.

A N D

M/S SILVER VILLA CONSTRUCTIONS PVT. LTD. (DEVELOPER) (PAN: AALCS5185L) a company incorporated under Companies Act, 1956 and having its registered office at P-17, New CIT Road, 1st Floor, P.O. & P.S. Bowbazar, Kolkata-700073, represented by its one of the Director **SRI SANJAY KANSAL, (PAN: ACKPA0003H) & AADHAR NO. 727065005794** son of Late Mahabir Prasad Kansal, by faith - Hindu, by occupation - Business, by Nationality – Indian, at 403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, Post Office – Sreebhumi, P.S. – Lake Town, Kolkata 700048 hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successors, successors-in-interest and assigns) of the **SECOND PART**

Owners and Developer individually **Party** and collectively **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

A. Subject Matter of Agreement

- i. **Development of Said Property:** Understanding between the Owner and the Developer with regard to development (in the manner specified in this Agreement) of Part (1) more fully described in the **1st Schedule** below, by constructing a ready-to-use new residential cum commercial multi-storied building on the **Said Property(New Building)**.
- ii. **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owner and the Developer in the New Building to be constructed on the **Said Property**.

B. Representations, Warranties and Background ;

- i. **Owner's Representations:** The Owner has represented, warranted and covenant to the Developer as follows:

By a duly executed Deed of Conveyance dated 07th day of Oct, 2021 registered before the ARA – IV, Kolkata, Being No. 190411186 for the year 2021 the Landowner abovenamed purchased and acquired **ALL THAT** piece or parcel of the said plot of danga land measuring about an area **2 cottahs 8 Chittacks 00** sq.ft bc the same a little more or less together with tin-shed structure measuring about 150 sq.ft thereon including all easement rights and appurtenances thereto lying and situated at and being Municipal Holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza Shyamnagar (formerly Krishnapur), J. L. No. 32/20 (formerly 17, R. S. No. 180, Touzi No. 228/229 comprised in C. S. Dag No. 220 (part) appertaining to C. S. Khatian No. 738 corresponding to R. S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to L. R. Dag Nos. 173, 190 & 173/196, appertaining to L. R. Khatian No. 313 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 21 in the District of North 24 Parganas, (W.B) from **SILVER VILLA CONSTRUCTIONS PVT LTD**, against a valuable consideration free from all sort of encumbrances.

- ii. **Ownership of Said Property:** Thus, in the abovementioned circumstances the Owner has become the sole and absolute owner of the Said Property.
- iii. **Owner have Marketable Title:** The right, title and interest of the Owner in the Said Property are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and lispensens and it is clarified that for all purposes any and all matters relating to marketable title of the land at all stages (pre-construction, construction and post construction) shall always be the Land Owner's responsibility.
- iv. **Owner to Ensure Continuing Marketability:** The Owner shall ensure that title of the Owner to the Said Property continue to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- v. **Owner has Authority:** The Owner has full right, power and authority to enter into this Agreement.

- vi. **No Prejudicial Act:** The Owner has neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- vii. **No Acquisition/Requisition:** The Owner declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owner has neither received nor are aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
- viii. **No Excess Land:** The Said Property does not contain any excess land and the Owner also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- ix. **No Encumbrance:** The Owner has not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lispendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owner and the title of the Owner to the Said Property is good, free, clear, bankable and marketable.
- x. **Right, Power and Authority to Develop:** The Owner has good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.
- xi. **No Dues:** No revenue, cess, municipal taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owner.
- xii. **No Right of Pre-emption:** No person, entity or authority whosoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.

- xiii. **No Mortgage:** No mortgage or charge has been created by the Owner in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
 - xiv. **No Previous Agreement:** The Owner has ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing.
 - xv. **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
 - xvi. **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owner from developing, selling, transferring and/or alienating the Said Property or any part thereof.
 - xvii. **No Transfer:** The Owner has not created any third party interest of any nature whatsoever and/or has not delegated any of the Owner's right to any third party in any manner whatsoever.
- C. Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- i. **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
 - ii. **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of arranging construction finance, whether through mortgage, in part or full, against the Developer's Allocation in the New Building on the Said Property.
 - iii. **No Neglect:** The Developer shall not neglect the project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
 - iv. **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

- v. Other Terms: (i) Disputes regarding construction with any third party contractor shall not delay the Project; (ii) the Owner shall not be affected for any legal proceedings arising between the Developer and the intending purchasers of Developer's Allocation, during the construction period.
- D. Decision to Develop:** The Owner decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the New Building (**Project**).
- i. Finalization of **Terms Based on Relying on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.
- E. Basic Understanding**
- i. **Development of Said Property by Construction of New Building:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Building thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs. (3) that all costs and expenses relating to construction shall be borne by the Developer.
- F. Nature and Use of New Building:** The New Building shall be **constructed** in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer from time to time (**Architect**) and subsequently sanctioned by the South Dum Dum Municipality and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential building and/or Commercial with specified areas, amenities and facilities to be enjoyed in common. The Developer shall apply before the South Dum Dum Municipality for the sanctioning of the Building plan as the Constituent Attorney of the LandLord herein mentioned.
- G. Appointment and Commencement**
- i. **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owner hereby appoints the

Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owner.

- ii. **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

H. Sanction and Construction

- i. **Sanction of Building Plan:** The Developer (as the Attorney of the Owner at its own responsibility) shall, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the New Building, (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- ii. **Architect and Consultants:** The Owner confirms that the Owner has authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.
- iii. **Construction of New Building:** The Developer shall, at its own expenses and without creating any financial or other liability on the Owner, construct, erect, and complete the New Building on the Said Property comprising of residential and/or residential cum commercial buildings and Common Portions (as may be decided by the Developer regarding user type of the building to be constructed), in accordance with the sanctioned Building Plans.
- iv. **Completion Time:** The Landowner shall deliver peaceful vacant possession within 90 days from the date of this agreement. The Landowner shall also get municipal mutation within 90 days. With regard to time of completion of the Project, it has been agreed between the Parties, the Developer shall submit the **Sanctioned Plan** within 6 months from the date getting peaceful possession and municipal mutation, PROVIDED HOWEVER all relevant and necessary clearances (including but not limited to any pending

mutations, conversions, clearances, sanctions, approvals, licenses, no objection certificates etc. from all relevant authorities shall be completed by the Landowner) required prior to submission of building plans are received by the developer from the landlord with regard to the construction of New Building, and shall complete the entire process of development of the Said Property and construct, erect and complete the New Building and handover the Owner's Allocation in a proper habitable condition which denotes that the passage, staircase and other common areas shall be completed, within a period of 36 (thirty six) months from the date of sanction of Building Plans with a grace period of 6 (six) months thereafter (**Completion Time**). The Developer shall apply for Completion Certificate from the concerned Authority within the aforesaid Completion Time and shall obtain the same within the 3 (three) months from the said application.

- v. **Common Portions:** The Developer shall at its own costs install, erect and construct in the New Building common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the New Building (collectively **Common Portions**). For permanent electric connection to the flats/units and other spaces in the New Building (**Flats**) and all kind of other development costs/deposits payable for the Flats, the intending purchasers (collectively **Transferees**) shall pay the said costs/deposits demanded by the Developer, other agencies, etc. and the Owner shall also pay the same for the Flats in the Owner's Allocation is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold or retained Flats in the New Building. The Parties have agreed that the Owner shall not pay any costs/deposits for the Flats to be retained by Owner for their personal use and occupation.
- vi. **Building Materials:** The Developer shall be authorized to apply for and obtain **quotas**, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the New Building and the Owner shall not be responsible for the quality of the building materials.
- vii. **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer

shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges by the Developer.

- viii. **Co-operation by Owner:** The Owner shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owner shall provide all co-operations that may be necessary for successful completion of the Project.

I. Possession

- i. **Vacating by Owner:** The Owner shall hand over *khas*, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project within 3 (three) months from the date of registration of this agreement.

J. Powers and Authorities

- i. **Power of Attorney for Building Plans Sanction:** The Owner shall grant to the Developer a Power of Attorney for the purpose of getting the Building **Plans** sanctioned/ revalidated/ modified/ altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building.
- ii. **Power of Attorney for Construction and Sale of Developer's Allocation:** The Owner shall also grant to the Developer a Power of Attorney for construction of the New Building and booking and sale of the Developer's Allocation including proportionate land share pertaining to the Flats.
- iii. **Amalgamation and Extension of Project:** The developer shall have right to amalgamate and/or extend the Project and the Owner shall have no objection to such amalgamation and/or extension of the project and undertake to execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions and the adjoining plots together with the Schedule Property shall collectively form a single project with sharing of common amenities, facilities, pipelines, trenches, sewerage system ,pits, electricity infrastructure, common entrance, common internal road and pathways etc..

iv. **No Obstruction for Addition of Plots:** The Developer shall be entitled to purchase additional plots adjacent to the Said Property or can enter into joint venture agreement for development of any plots adjacent to the Said Property. However, any amalgamation of the schedule Property with adjacent contiguous plots and construction of additional building/buildings therein shall not alter the owner's agreed allocation as recorded in this agreement.

v. **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertakes that he shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all acts under this Agreement.

K. Owner's Consideration

i. **Owner's Allocation:** The Owner shall be entitled to **10,000 Sq.ft super built up area i.e. 7500 Sq.ft (Built up area including proportionate share of Stair, Lift, Lobby and Passage) in the Project in the new building and the said area shall be comprised in the Ground Floor and First Floor Front side of the new building** i.e. the site abutting the main road together with the undivided proportionate share in the land

It is clarified that the Owner's Allocation has been calculated on the basis of the land owned by the Landowner herein and the Landowner has satisfied itself with regard to the allocation of the Landowner as recorded above and the allocation shall include undivided, impartible and indivisible and impartible share in the Common Portions of the New Building. It is further clarified that the Possession Letter/s shall be issued by the Developer to the Owner at the time of handing over possession of the Owner's Allocation. The Owner's Allocation shall be heritable and freely transferable. The owner would be handed over the possession of his respective allocation first, before handing over possession to any other person/persons within the Developer's allocation.

L. Developer's Consideration

i. **Developer's Allocation:** The Developer is and shall be entitled to the entire remaining constructed space, save and except the Landowner's Allocation as recorded above the allocation shall include undivided, impartible and indivisible and impartible share in the Common Portions of the New Building. The Developer's Allocation shall be heritable and freely transferable (collectively **Developer's Allocation**).

M. Dealing with Respective Allocations

- i. Demarcation of Respective Allocations:** The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans, which may be altered on the basis of actual construction, and the details of such demarcation shall be recorded in a supplementary agreement. At the time of demarcation of the respective allocations in the event there is any shortfall in the area which the Landowner is entitled to but due to layout and planning such shortfall occurs the Developer shall pay to the Landowner the consideration for the shortfall area on the basis of the then prevailing market value and similarly if there is any excess area which the Landowner is not entitled to but falls within the Landowner's allocation, in such case the Landowner shall pay to the Developer the consideration for such excess area on the basis of the then prevailing market value.
- ii. Owner's Allocation:** The Owner shall be entitled to the Owner's Allocation with right to transfer or otherwise deal with the same in any manner the Owner deem appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owner's Allocation. It is clearly understood that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner's Allocation shall be subject to the other provisions of this Agreement.
- iii. Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same, including proportionate land share comprised in Developer's Allocation, in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- iv. Transfer of Developer's Allocation:** In consideration of the Developer constructing and **handing** over the Owner's Allocation to the Owner and meeting other obligations towards the Owner, the Owner shall execute

deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities granted by the Owner to sell, transfer and convey, the Developer's allocation.

- v. **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- vi. **Cost of Transfer:** The Intending Purchaser/s shall bear their respective costs for transfer of their respective allocations (Owner's and Developer Allocation) which includes costs towards stamp duty and registration fees and all other expenses.

N. Taxes and Outgoings

- i. **Relating to Period Prior to Date of Sanction of Agreement:** All municipal rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of Agreement shall be the liability of the Owner and the same shall be borne, paid and discharged by the Owner as and when demanded. The Developer shall be liable to pay all rates, taxes and khajna related to the Schedule Property on and from the date of this Agreement.
- ii. **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Building.
- iii. **Tax:** The Owner and the Developer shall be liable to bear their respective share of taxes, as applicable.

O. Possession after Completion of Construction and Post Completion Maintenance

- i. **Possession of Owner's Allocation:** The Developer shall intimate in writing the Owner to take possession of Owner's Allocation, in good habitable and complete condition, and if within a period of 15 (fifteen) days of such intimation the Owner fail to take possession then it shall be deemed that the Developer has delivered possession to the Owner.

- ii. **Possession Date and Rates:** On and from such date of the Owner taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.
- iii. **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.
- iv. **Maintenance:** The Developer and the Owner shall jointly and mutually frame a scheme for the management and administration of the New Building. The Owner hereby agrees to abide by all the rules and regulations to be so framed for the management and administration of the New Building.
- v. **Maintenance Charge:** The Transferees (includes buyer of Developer's Allocation) and the Owner shall manage and maintain the Common Portions and services of the New Building [if necessary, by forming a body (**Association**) and shall collect the costs and service charge thereof (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Building.

P. Common Restrictions

- i. **Applicable to Both:** The Owner's Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, apartments, intended for common benefit of all occupiers of the New Building.

Q. Obligations of Developer

- i. **Shifting:** The developer shall give 90 days to the owner for shifting from the said property from the registration date of this agreement, and the said

period shall not be considered in calculation of completion time as mentioned in H(iv) above.

- ii. **Completion of Development within Completion Time:** The Developer shall complete the development of the Said Property within the Completion Time. If the developer is not able to complete the building within the stipulated time period, then the developer will pay the Owner the rent for the entire allocated portion of the Owner @ Rs. 50,000.00 (Per Month).
- iii. **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure such compliance.
- iv. **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- v. **Specifications:** The Developer shall construct the New Building as per the specifications given in the **2nd Schedule** attached hereto (**Specifications**).
- vi. **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.
- vii. **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, GST, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- viii. **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- ix. **Boundary Wall:** The Developer at its own costs shall construct boundary wall in and around the Said Property and the Landowner shall be present to complete such demarcation at the time of erection of boundary wall and any

dispute with regard to the same from any third party shall be settled by the Landowner.

- x. **Mutation:** Prior to the Developer taking all necessary steps in connection with construction activities, the Landowner shall effect the necessary and required change in the Municipal and revenue records to ensure uninterrupted construction and sales and receipt of revenue from intending customers/purchasers.
- xi. **Amalgamation:** To take all necessary steps to amalgamate the Said Property from the concerned authority and to pay fees, costs and charges for that purpose.

R. **Obligations of Owner**

- i. **Co-operation with Developer:** The Owner undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- ii. **Act in Good Faith:** The Owner undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- iii. **Documentation and Information:** The Owner has handed over all original documents, linked deeds, porchas, record of rights and information relating to the Said Property which shall remain in possession of the Developer in terms of this Agreement.
- iv. **No Obstruction in Dealing with Developer's Functions:** The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement, save and except the Developer not performing its obligations and functions properly.
- v. **No Obstruction in Construction:** The Owner covenant not to cause any interference or hindrance in the construction of the New Building unless there is any dispute arises regarding the quality of construction.
- vi. **No Dealing with Said Property:** The Owner covenant not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof, save in the manner envisaged by this Agreement.

- vii. **Records of Rights:** The Owner shall take all necessary measures to mutate all their names in the records of Land Revenue Settlement and to correct the records of right (ROR) pertaining to the area and share of demarcated plot being the Schedule Property.

S. Indemnity

- i. **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability which may be suffered by the Owner in relation to the construction of the New Building or violation of any permission, rules regulations or bye-laws.
- ii. **By the Owner:** The Owner hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owner being incorrect.

T. Miscellaneous

- i. **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- ii. **Title Certification:** The owner certify that the title of the owner is without question, according to law. As a condition precedent to title certification, the Owner shall fully co-operate and produce all relevant papers and documents for the satisfaction of the title whenever required
- iii. **Essence of Contract:Time is the Essence of this Contract.** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- iv. **Transaction Documentation:** The Advocate of the Developer shall draw all further documents pertaining to the future transaction of the Project, as has been mutually decided by the Owner and Developer herein.
- v. **Original Title Documents:** All Original Title (Certified Copies in case of those land whose original deeds contain land other than project land) documents of the Said Property shall be handed over by the Developer to the syndicate/ committee/ body corporate/ company/ association to be

formed under the West Bengal Apartment Ownership Act, 1972 (Association) at the time of handing over of the Project to the Association.

- vi. **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- vii. **Valid Receipt:** The Owner shall pass valid receipts for all amounts paid under this Agreement.
- viii. **No Partnership:** The Owner and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- ix. **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- x. **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents (except any signature regarding mortgage of Owner's Allocation in the Said Property) may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owner in terms of this Agreement. The developer and/or its nominee shall be entitled to mortgage its allocation together with undivided proportionate share of land to any bank, financial institution, NBFC etc. without any further permission of the land owner and for the purpose all original documents of the title. Original title (certified copy in case of those land whose original deeds contain land other than project land) and other related documents shall be kept as equitable mortgage by the developer.

- xi. Taxation:** The Owner shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- xii. Name of New Building:** The name of the New Building shall be decided by the Developer.
- xiii. Supervision:** There should be joint supervision right between the Owner and the Developer in the development of the New Building.
- xiv. Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

U. Defaults

- i. No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.
- ii. By Owner :** If the Owner takes more than 90 days to handover the possession to the Developer, then the additional time taken to vacate would be added to the construction period of the Developer for the construction of the said New Building and Rs. 75,000/- per month shall be compensated for stoppage of construction work for the period of stoppage.
- iii. By Developer:** Shall mean the period of delay in handing over possession of the owner's allocation in terms of this agreement. The developer shall be liable to compensate the owner by paying rent to the owner for Owner's entire allocation @ Rs. 50,000/- (Per Month).

V. Force Majeure

- i. Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of

receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) short supply of materials (collectively **Circumstances Of Force Majeure**).

W. No Default: The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

X. Entire Agreement

i. Supercession: This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

Y. Documents & Documentation

- i. Originals:** The original of this Agreement shall be retained by the Developer and the Owner will keep a certified copy of the same.
- ii. Transaction Documentation:** The advocate of the Developer has drawn this Development Agreement and shall draw all further documents (including standard agreements and conveyances) pertaining to the future transaction of the Project, with liberty to the Owner to seek reasonable clarifications.

Z. Severance

i. Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually

acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

AA. Amendment/Modification

- i. Express **Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

BB. Notice

- i. **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owner shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owner.

CC. Arbitration

- i. **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996 and /or Arbitration and Conciliation (Amendment) Act, 2015, The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

DD. Jurisdiction:

- i. **Courts:** In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Property and the

High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

EE. Rules of Interpretation

- i.** Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.
- ii.** Statutes: Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- iii.** Party: In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- iv.** Definitions: In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- v.** Documents: A reference to a document includes an amendment or supplement or replacement or novation of that document.
- vi.** Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- vii.** Headings: The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule

ALL THAT piece and parcel of Bastu Land measuring **02** Cottahs, **08** Chittaks and **00** sq.ft (forming part of Mouza Shyamnagar (formerly Krishnapur), J. L. No. 32/20 (formerly 17) , R. S. No. 180, Touzi No. 228/229 comprised in C. S. Dag No. 220 (part) appertaining to C. S. Khatian No. 738 corresponding to R. S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to R. S. & L. R. Dag No. 173/196 LR Khatian 313 out of 24 Cottahs 11 Chittaks and 23 sq.ft. be the same a little more or

less, along with a 44 years tenanted tin shedded structure standing thereon with cemented flooring, having an area measuring 150 sq.ft. more or less being **LOT G** as shown in the plan attached hereto, lying and situated at and being Municipal Holding No. 1, Calcutta Jessore Road also known as Premises No. 509/1, Calcutta Jessore Road, Kolkata 700055 at Mouza Shyamnagar (formerly Krishnapur), J. L. No. 32/20 (formerly 17, R. S. No. 180, Touzi No. 228/229 comprised in C. S. Dag No. 220 (part) appertaining to C. S. Khatian No. 738 corresponding to R. S. Dag No. 173 (part) appertaining to R.S. Khatian No. 638 corresponding to R. S. & L. R. Dag No. 173,173/196 and 190 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 21, together with all rights of easements and appurtenances civil amenities and facilities in the said premises, which is further butted and bounded by :

- ON THE NORTH : Property forming part of R.S. & L.R. Plot No. 173/196
 ON THE SOUTH : Property forming part of R.S. & L.R. Plot No. 173
 Being **LOT A,B and C,**
 ON THE EAST : 118' wide Jessore Road;
 ON THE WEST : Property Forming Part of R.S. & L.R. Plot no. 184;

2nd Schedule
(Specifications)

- STRUCTURE** : R.C.C. frame structure as per specification sanctioned in the Corporation and empanelled structural Engineer of the South Dum Dum Municipality.
- FLOOR FINISH** : All floors will be tiles finished.
- WALL FINISH** : Cement mortar plaster, exterior and interior wall, beam, columns, etc. plaster of Paris framing with standard quality materials to all interior walls.

TOILET & KITCHEN : Two taps, one shower, one basin, one white Indian type pan/ western type commode will be provided for each toilet and the floor will be mosaic finished, wall will be of tiles upto 6' height and the wall will be finished with plaster of paris. On one side kitchen counter with black stone will be provided with approved quality sink.

WINDOWS : Steel frame with glass panel, window to be provided by the Developer and the window is to be guarded with M.S. Grills at flat Owner own cost as will be assessed by the Developers.

SANITARY AND PLUMBING : Full concealed and P.V.C. pipe lines will be as per corporation approval.

ELECTRICAL POINTS FITTINGS : a) Concealed P.V.C. conduits, standard quality copper wire will be provided.
b) Separate meters for all the flat Owner as well as for common use will be provided at extra cost to be paid by the flat Owner as will be assessed by the Developers. I) Bed rooms points, 2) light points, 1 fan points, 5 amp. Plug, ii) living cum dining, 3 light points. 2 fan points, 5 amp. Plug point and calling bell, iii) kitchen : 2 light points and 5 amp. Plug, iv) toilet : 1 light point and 5amp. Plug

Execution and Delivery

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day, month, year first above written.

SIGNED, SEALED & DELIVERED

IN the presence of :

WITNESSES:

1. *Jamal Kumar Bhadani*
266 Dakshindari Road
Kolkata - 700048
2. *Mr. Farukh*
P-890. Salletown
Block - A. Kol- 89.

Viccar mt

SIGNATURE OF THE LANDOWNER

Silver Villa Constructions Pvt. Ltd.

Sanjay Kumar
Director

SIGNATURE OF THE DEVELOPER

Drafted by me:

Uttam K. Singh

Advocate

*Sealdah court complex
Room no 10, 1st floor
Kolkata - 700014*

E.No. F/26/199/07

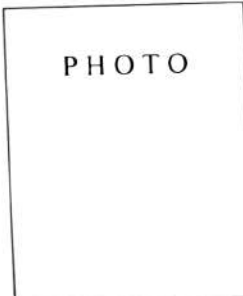
SPECIMEN FORM FOR TEN FINGERPRINTS



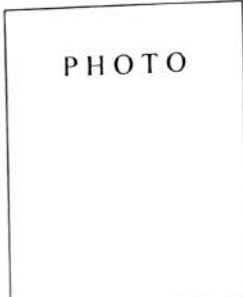
<i>Sainafarad</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Viraal M</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



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



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

आयकर विभाग
INCOME TAX DEPARTMENT
VIKASH MOTH
ASHOK KUMAR AGARWAL
22/02/1980
Permanent Account Number
AEMPM0145A
Signature
भारत सरकार
GOVT. OF INDIA
भारत सरकार
25012011

Vikash m



ভারত সরকার
Government of India

বিকশ মথ
Vikash Moth



জন্মতারিখ / DOB: 22/02/1980

লিঙ্গ / Male

2154 4904 4794

আমার আধার, আমার পরিচয়

Vikash Moth



ভারতীয় বিদ্যুৎ পরিচয় প্রাধিকারণ
Unique Identification Authority of India

ঠিকানা: ১৯/৩: জগদীশ কুমার আশোক কুমার,
৫৫-এ ২য় ফ্লোর ৭৩৭ লেক টাউন, পাটনা
মানস (এম), লেক টাউন, উত্তর ২০
পারগানা, ব্লক ১৪ পারগানা, পশ্চিম বঙ্গ,
৭০০০৪৯

Address: S/O: Ashok Kumar
Aggarwal, BLOCK-A 2ND
FLOOR 737 LAKE TOWN, South
Dum Dum (m), Lake Town, North
24 Parganas, North 24
Parganas, West Bengal, 700089

2154 4904 4794



19/17



help@uidai.gov.in



www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AALCS5185L

नाम / Name

SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED

निगमन/गठन की तारीख
Date of Incorporation/Formation

08/01/2008

26012017

Silver Villa Constructions Pvt. Ltd.


Director

आयकर विभाग
INCOME TAX DEPARTMENT
SANJAY KANSAL
MAHABIR PRASAD KANSAL
15/08/1976
Permanent Account Number
ACKPA0003H
Signature

भारत सरकार
GOVT. OF INDIA



01032013

Sanjay Kansal



भारत सरकार
GOVERNMENT OF INDIA



Sanjay Kansal
DOB: 15/08/1976
Male / MALE



7270 6500 5794

आधार - साधारण मानुषेर अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O Late Mahabir Prasad Kansal, Alcove
Glonia, Tower- 02, Floor- 09, Flat No- 9 H,
403 / 1 Dakshindari Road, Sreebhumi,
Sreebhumi, North 24 Parganas,
West Bengal - 700048



1547
1800 260 1847



1800 260 1847



www.uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947
Bengaluru-540 021

Sanjay Kansal



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

GRN Details

GRN: 192021220098392281 Payment Mode: Online Payment
GRN Date: 20/10/2021 17:27:01 Bank/Gateway: ICICI Bank
BRN : 69071113 BRN Date: 20/10/2021 17:10:15
Payment Status: Successful Payment Ref. No: 2002110271/4/2021
[Query No*/Query Year]

Depositor Details

Depositor's Name: SANJAY KANSAL
Address: P-17 NEW CIT ROAD 1ST FLOOR R KOLKATA 700073
Mobile: 8017222213
EMail: silvervilla@rediffmail.com
Contact No: 08017222213
Depositor Status: Others
Query No: 2002110271
Applicant's Name: Mr UTTAM KUMAR SINGH
Identification No: 2002110271/4/2021
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002110271/4/2021	Property Registration- Stamp duty	0030-02-103-003-02	20020
2	2002110271/4/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	20041

IN WORDS: TWENTY THOUSAND FORTY ONE ONLY.

Major Information of the Deed

Deed No :	I-1904-11975/2021	Date of Registration	22/10/2021
Query No / Year	1904-2002110271/2021	Office where deed is registered	
Query Date	18/10/2021 6:36:28 PM	1904-2002110271/2021	
Applicant Name, Address & Other Details	UTTAM KUMAR SINGH Thana : Entaly, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9830079802, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 1,12,79,767/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,030/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza: Shyamnagar, Premises No: 509/1, , Ward No: 021, Holding No:1 JI No: 32, Pin Code : 700055

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-173/196 (RS :-)	LR-638	Bastu	Bastu	2 Katha 8 Chatak		1,12,50,000/-	Width of Approach Road: 118 Ft., Adjacent to Metal Road,
Grand Total :					4.125Dec	0 /-	112,50,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	150 Sq Ft.	0/-	29,767/-	Structure Type: Structure
Gr. Floor, Area of floor : 150 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 44 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		150 sq ft	0 /-	29,767 /-	




2nd Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri VIKASH MOTH Son of Ashok Kumar Agarwal Executed by: Self, Date of Execution: 22/10/2021 , Admitted by: Self, Date of Admission: 22/10/2021 ,Place : Office			
	22/10/2021		LTI 22/10/2021	22/10/2021
737, Laketown, Block – A, 2nd Floor, City:- , P.O:- Lake Town, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700089 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx5A, Aadhaar No: 21xxxxxxx4794, Status :Individual, Executed by: Self, Date of Execution: 22/10/2021 , Admitted by: Self, Date of Admission: 22/10/2021 ,Place : Office				



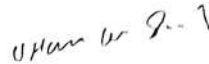
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED P-17, New CIT Road, 1st Floor, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700073 , PAN No.:: AAXxxxxx5L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SANJAY KANSAL (Presentant) Son of Late M P Kansal Date of Execution - 22/10/2021, , Admitted by: Self, Date of Admission: 22/10/2021, Place of Admission of Execution: Office			
	Oct 22 2021 11:33AM		LTI 22/10/2021	22/10/2021
403/1, Dakshindari Road, Alcove Gloria, Tower – 2, Flat No. 9H, City:- , P.O:- Sreebhumi, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx3H, Aadhaar No: 72xxxxxxx5794 Status : Representative, Representative of : SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr UTTAM KUMAR SINGH Son of Late Shiv Sankar Singh Sealdah Court Complex, City:- , P.O:- Entally, P.S:-Entaly, District:-South 24- Parganas, West Bengal, India, PIN:- 700014			
	22/10/2021	22/10/2021	22/10/2021

Identifier Of Shri VIKASH MOTH, Shri SANJAY KANSAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri VIKASH MOTH	SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED-4.125 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri VIKASH MOTH	SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED-150.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Jessore Road, Mouza:
Shyamnagar, Premises No: 509/1, , Ward No: 021, Holding No:1 JI No: 32, Pin Code : 700055

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 173/196, LR Khatian No:- 638		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 190411975 / 2021

On 22-10-2021

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 11:29 hrs on 22-10-2021, at the Office of the A.R.A. - IV KOLKATA by Shri SANJAY KANSAL .

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 1,12,79,767/-

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

Execution is admitted on 22/10/2021 by Shri VIKASH MOTH, Son of Ashok Kumar Agarwal , 737, Laketown, Block – A, 2nd Floor, P.O: Lake Town, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700089, by caste Hindu, by Profession Business

Indetified by Mr UTTAM KUMAR SINGH, , Son of Late Shiv Sankar Singh , Sealdah Court Complex, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

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

Execution is admitted on 22-10-2021 by Shri SANJAY KANSAL, Director, SILVER VILLA CONSTRUCTIONS PRIVATE LIMITED, P-17, New CIT Road, 1st Floor, City:- Kolkata, P.O:- Bowbazar, P.S:-Bowbazar, District:-Kolkata, West Bengal, India, PIN:- 700073

Indetified by Mr UTTAM KUMAR SINGH, , Son of Late Shiv Sankar Singh , Sealdah Court Complex, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/- ,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 WB Online on 20/10/2021 5:29PM with Govt. Ref. No: 192021220098392281 on 20-10-2021, Amount Rs: 21/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 69071113 on 20-10-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 20,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 85193, Amount: Rs.10/-, Date of Purchase: 06/08/2021, Vendor name: S Dey
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/10/2021 5:29PM with Govt. Ref. No: 192021220098392281 on 20-10-2021, Amount Rs: 20,020/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 69071113 on 20-10-2021, 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 1904-2021, Page from 546708 to 546750
being No 190411975 for the year 2021.



mm

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2021.10.26 19:24:16 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/10/26 07:24:16 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)