

DEVELOPMENT AGREEMENT

BETWEEN

SMT. NILIMA SARKAR
...Land Owner

AND
SINHA REALTECH
....Developer

215/23

1 - 700/2023



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AM 718237

Certify that the document is admitted to registration. The signature sheet and the endorsement sheets attached with this document are the Deeds.

Advt. District Sub-Registrar
Bidhannagar, (Salt Lake City)

24 MAR 2023

24.3.2023
2000454828/2023

SINHA REALTECH

Amitabh Sinha
Managing Partner

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 24th day of
March..... Two Thousand Twenty Three (2023)

BETWEEN

Nilima Sarker

21 NOV 2022

23129

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Sinha Realtech
146, Sitala Tala Road, New Basu

বাসা-পল্লিম মেদিনীপুর
রাজ্য-পশ্চিমবঙ্গ

ny pgs (N)

700131.


PRASANTA KUMAR PAL
Stamp Vendor
Dantan A D S R Office



Adtl District Sub-Registrar
Bidhanagar, (Salt Lake City)

24 MAR 2023

Shaikh Selim Ali
(SHAIKH SELIM ALI)
S/o. Rahamat Ali Shaikh
Dewampasa, Konchpukura,
P.O. Hatgacha, P.S. K.K.C.,
Dist - ny pgs (S)
Kolkata - 700156.
Occupation: ADVOCATE
(Barrister)
Enrollment No - F/1131/978/2016.

SMT. NILIMA SARKAR [PAN- ALAPS8571P], [AADHAAR- 9965 7239 6676 & Voter Identity Card No. CKW3962503], wife of Sri Ashim Kumar Sarkar, by Nationality- Indian, by Faith- Hindu, by Occupation- Business, residing at Bidhan Pally, Bidhan Sarani under Post & Police Station of Madhyamgram, PIN- 700129 in the District of North 24-Parganas, hereinafter called the “**LANDLADY/OWNER**” (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include her heirs, successors, administrators, legal representatives and assigns) of the **FIRST PART** ;

AND

SINHA REALTECH [PAN- AESFS8465H], a Partnership Firm, having its Principal office at Holding No. formerly 130/1 and presently 146, Sitala Tala Road (Main Road East), P.O. New Barrackpore, Police Station- Barrackpore, Kolkata- 700131, in the District of North 24-Parganas and Branch Office at 225/1, Green Park, Block- A, under Police Station of Lake Town, Kolkata- 700055 in the District of North 24-Parganas, represented by its Managing Partner namely **ANIRUDDHA SINHA** (having PAN : CEFPS 4136C, Aadhaar No. 7987 7514 2691, Mob : 8820258743), son of Sri Ashutosh Sinha, presently residing at 225/1, Green Park, Block-‘A’, Lake Town, P.O. Lake Town, P.S. Lake Town, Kolkata- 700055, District- North 24 Parganas and permanent resident of 24/3, Jadunath Ukil Road, Paschim Putiary, Circus Avenue, P.O. Paschim Putiary, P.S. Haridevpur (previously P.S. Thakurpukur), Kolkata – 700 041, by faith Hindu, by occupation- Business, by Nationality- Indian, as per authorization mentioned in the Deed of Partnership executed by and between the Managing Partner and another partner - **SAGAR BANIK** (having PAN : COSPB0490R, Aadhaar No. 8972 2311 3072, Mob. 7980877754) Son of Sankar Banik, residing at 250/1, East

Kotalia, P.O. New Barrackpur, P.S. New Barakckpur, District- North 24 Parganas, West Bengal- PIN- 700131, by occupations – Business, by faith Hindu, by Nationality- Indian, hereinafter called the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and/or successors in interest-in-office and assigns) of the **SECOND PART.**

WHEREAS the First Part herein purchased ALL THAT piece and parcel BASTU landed property total measuring an area of **13 (thirteen) Cottahas** more or less, lying and situated at Mouza- Sahara, J.L. No.- 46, R.S. No.-3 under C.S. Khatian No.- 380, R.S. Khatian No.- 578 & L.R. Khatian Nos.-3320 & 3329 (comes under previous Khatian Nos. 2340 & 2166) comprised in R.S. Dag No.- 464 corresponding to L.R. Dag No.- 760 under Police Station of Airport, within the local limits of Madhyamgram Municipality, PIN- 700129 under Holding No.- 66 of Ward No.- 18, in the District of North 24-Parganas, on 25.04.2012 & 23.03.2017 by virtue of 2 (two) Registered Deed [Bengali Saf Bikroy Kobala] vide Book No.- I, CD Volume No.- 18, Pages- 2220 to 2232, being No.- 05788 for the year 2012 and Book No.- I, CD Volume No.- 1502-2017, Pages- 24384 to 24407, being No.- 150200994 for the year 2017, both from Sanjib Aich, son of Late Chittaranjan Aich of 17B/1, Padmapukur Road, P.O.- Rezent Estate under Police Station of Jadavpur, Kolkata- 700092 respectively absolutely and thereafter she has mutated her in respect of the said property in the record of B.L. & LRO office being **L.R. Khatian Nos. 3320 & 3329** and after she Amalgamated the said land by a registered ‘**Deed of Amalgamation**’ registered at A.D.S.R. Bidhannagar vide Book No. I, Volume No. 1504-2022, Pages from 121474 to 121491, Being No. 150402703 for the year 2022 on 04/07/2022 and after amalgamation, the said land comes as **13 (thirteen) Cottahas** more fully and particularly described in the

SCHEDULE- A hereunder written and hereinafter for the sake of brevity be referred to as the "**SAID LANDED PROPERTY**", free from encumbrances;

AND WHEREAS the Owner of the First Part herein intend to develop the said landed property measuring an area of **13 (thirteen) Cottahas** more or less and to that effect the Owner herein is in search proper Developer with a view to expedite the job through the Developer by constructing G+4 storeyed and/or multi-storied building (for height or floors subject to obtaining necessary permission from the Airport Authority) over and above of the said landed property consisting of different self-content individual residential flats, shops and garages and/or spaces by demolishing the existing structure (if any) and with a view to effectuate that the owner of the First Part herein started to take proper steps with regard to but due to lack of technical conceptions as well as proper knowledge about the construction and insufficient time and/or fund the Owner herein approached to the Developer herein of the Second Part with a view to effectuate said G+4 storeyed and/or multi-storied building by developing the said landed property at Developer's own cost and expenses and considering such approach the Developer herein accepted the proposal of the owner for the purpose of develop the said landed property by erecting G+4 storeyed and/or multi-storied building at its own costs and expenses as per sanctioned building plan to be obtained from the Competent Local Authority i.e. Madhyamgram Municipality, subject to the condition that the scheduled landed property must be free from all sorts of encumbrances and the Developer will get free access to develop the said landed property and considering all aspects the Developer herein agreed to develop the said landed property and the Owner of the First Part herein agreed to develop the said property, through the Developer of the Second Part herein, more fully and particularly described in the **SCHEDULE- A** hereunder written and hereinafter for the sake of brevity be referred to as the

“SAID LANDED PROPERTY”, free from encumbrances – by executing these presents;

AND WHEREAS now, the owner herein agreed to develop the said landed property and the Developer also agreed to develop the same duly constructed said proposed G+ 4 storeyed building at its own cost and expenses in accordance with the sanctioned building plan to be obtained from the concerned authority with several terms and conditions as specified hereunder:

THIS INDENTURE WITNESSETH AND IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN, as follows:

DEFINATIONS:

- A) **Owner:** Shall mean and include the person stated in Page No. 2 of this agreement.
- B) **Architect:** Shall mean and include person or persons or firm, whom the Developer appoint or nominate as the Architects for the purpose of civil constructional work in accordance with the sanctioned plan duly consider the aspect of engineering point of view.
- C) **Land:** Shall mean and include the plot of land fully described in the SCHEDULE-A property.
- D) **Developer:** Shall mean and include **SINHA REALTECH**, a Partnership Firm, having its Principal office at Holding No. formerly 130/1 and presently 146, Sitala Tala Road (Main Road East) under Police Station of New Barrackpore, Kolkata- 700131 in the District of North 24-Parganas and Branch Office at 225/1, Green Park, Block- A, under Police Station of Lake Town, Kolkata-700055 in the District of North 24-Parganas, represented by its Partners namely (1) **ANIRUDDHA**

SINHA (having PAN : CEFPS 4136C, Aadhaar No. 7987 7514 2691, Mob : 8820258743), son of Sri Ashutosh Sinha, presently residing at 225/1, Green Park, Block-'A', Lake Town, P.S. Lake Town, Kolkata- 700055, District- North 24 Parganas and permanent resident of 24/3, Jadunath Ukil Road, Paschim Putiary, Circus Avenue, P.O. Paschim Putiary, P.S. Haridevpur (previously P.S. Thakurpukur), Kolkata – 700 041, by faith Hindu, by occupation- Business, by Nationality- Indian (Managing Partner) and (2) **SAGAR BANIK** (having PAN : COSPB0490R, Aadhaar No. 8972 2311 3072, Mob. 7980877754) Son of Sankar Banik, resident of 250/1, East Kodalia, P.O. New Barrackpur, P.S. New Barackpur, District- North 24 Parganas, West Bengal- PIN- 700131, by occupations – Business, by faith Hindu, by Nationality- Indian, the Second Part herein, **Sagar Banik** authorized to **Aniruddha Sinha** as **Managing Partner** for do acts and deeds on his behalf, which expression shall mean and include its successors and/or successors in interest-in-office and assign.

- E) **Said Building:** Shall mean G+4 storeyed building duly described as per specification described in the SCHEDULE- B consisting of several units and other spaces to be erected by the Developer as per the sanctioned plan in or upon the said land.
- F) **Said Unit:** Shall mean and include the proportionate area as prescribed, fully described in the SCHEDULE-C as specified the Owners' Allocations and Developer's Allocations as hereunder written under the proposed building to be erected and/or constructed consisting of Flat/Shops/Commercial Space/Garage to be determined by supplementary agreement upon consent of both the parties.

- G) Said Plan:** Shall mean and include the plan sanctioned by the Madhyamgram Municipality as hereafter sanctioned by the said Authority and other appropriate authorities and/or department, so connected in respect thereto.
- H) Common Parts:** Shall mean and include corridors, staircase, landing passage way and other facilities include water pump, spaces covered by water reservoir either on the ground or overhead, meter room/space if any, common room and toilet (if require)for maintenance and/or management of the building, etc. intended for the common use by the owner and occupiers of the Units if any and shall also include the cornices and projections outside the covered area of the said building as fully described in the SCHEDULE- D hereunder written and such common areas and/or parts and portion and/or facilities of the said building includes as common as defined in Clause (d) of Section 3 of the West Bengal Apartment Ownership Act.
- I) Roof:** Shall mean and include the roof and/or ultimate roof of the said building with absolute full right of the Owner and Developer in accordance with prescribed ratio and always will be treated as the property of the Owner and Developer and will include as common area with other occupiers of the building but other occupiers shall have the liberty to use the roof and/or ultimate roof of the building only temporary basis as common, considering the terms of these presents.
- J) Common Proportionate expenses:** Whereby and expenses or costs are mentioned to be borne or paid proportionately by the owner, purchaser/s and the occupiers in accordance with respective units and/or measurements.
- K) Holding Organization:** Shall mean association, syndicate, limited company or

co-operative or Registered Society that may be nominated or be formed by the unit owners for the common purpose.

- L) **Common Purposes:** Shall mean and include the purpose of maintaining the said building and in particular and the common parts as also meeting of the common expenses and matters as fully described in the SCHEDULE- E hereunder written relating to the mutual rights and obligations of the Purchasers/occupiers/owner and the common use and enjoyment thereof.
- M) **Undivided Share:** Shall mean the undivided proportionate impartibly share of interest in the "Said Land" as also the "Common Parts" to be determined by the Purchasers/Occupiers/owner in their absolute discretion taking into account the total area to comprise in the "Said Unit" agreed to be acquired by the concerned occupiers in relation to the total area of the said building.
- N) **Transfer:** With its grammatical variations shall include a transfer by possession and by any other means adopted for affecting what it understood as a transfer of a space in a multi-storeyed building to purchase thereof although the same may not amount of transfer in law.
- O) **Owners' Allocations:** Shall mean the area of 43% (forty-three percent), subject to the privileges of the owner as prescribed in these presents hereinafter, which always come as covered area including the common parts and portions as well as the area of stair and landing as well as lift on proportionate basis and the proposed building must be approved plan and on completion of the construction of the particular unit in accordance with the prescribed measurement of the constructed area of the proposed multi-storeyed building the owner shall be entitled to

get the area as referred in clause as well as in the SCHEDULE-C itself as the owners' allocations of the **proposed G+4 storeyed building** including all common amenities and/or facilities together with undivided impartible proportionate share of the land. The calculative method always will be effectuated duly considering covered area, which calculated by adding the proportionate area of stair and landing including inner common passages of the said proposed building itself only.

- P) **Developer's Allocations:** Shall mean the remaining 57% (fifty-seven percent) including ultimate proportionate roof of the proposed building SAVE AND EXCEPT Owners' Allocations and/or owners' prescribed areas, the Developer namely, **SINHA REALTECH** shall be entitled to get the said prescribed area as referred in clauses as well as in the SCHEDULE-C itself as Developer's allocations of the proposed G+4 storeyed building including all common amenities and/or facilities. Be it specified that the Developer's entitlement said prescribed area of the proposed building including entire ultimate roof of the building.
- Q) **Date of Delivery:** Shall mean and include the date as specified under clause hereunder on which the owner is intimated by the Developer that the said units are complete and ready for occupation AND the delivery positively within stipulated period as settled, in favour of the owner. The settle period shall not be more than the prescribed period as specified in the terms.
- R) **Development Agreement:** Shall mean this Agreement in final form must be a registered instrument.

- S) **Power of Attorney:** Shall mean the nominated person and/or firm, who will be appointed as constituted attorney by the owner with a view to act and/or perform with full capacity with a view to effectuate development by way of construction as well as with full power to transfer the property, so determined as Developer's allocations only, duly complied the terms of the Development Agreement.
- T) **Super Built up of Area** It shall mean the area i.e. covered area + proportionate area of the stair, landing & lift area = total area + super built-up of area = Actual area, be treated as composite expression inclusive of common parts as well as the areas of common uses and facilities but such calculative method is not applicable upon the owner as she is not under provision of super built up of area. The owner is eligible to get the covered area.
- U) **Transferees:** It shall mean and include the purchaser or purchasers to whom any floor space or unit in the said proposed building will be transferred for and against consideration but in any condition shall not include the owner.

THE PROPOSED BUILDING G+4 TENTIVELY HEREBY DETERMINE AS:

GROUND FLOOR	22 NOS. GARAGE including Motor Cycle Parking space and community hall
FIRST FLOOR	UNITS BEING NOS. 101 TO 108.
SECOND FLOOR	UNITS BEING NOS. 201 TO 208.
THIRD FLOOR	UNITS BEING NOS. 301 TO 308.
FOURTH FLOOR	UNITS BEING NOS. 401 TO 408.

THE TERMS:

1. **THAT** the Owner of the First Part herein is the sole owner in respect of landed property measuring an area of **13 (thirteen) Cottahas** more or less, with 200 sft. tiles shaded rooms/structure under Police Station of Airport within the local limits of Madhyamgram Municipality, PIN- 700132 under Holding No.- 66 of Ward No.- 26, in the District of North 24-Parganas **AND** the owner herein participating in these presents with a view to develop the said landed property;

2. **THAT** upon the requests of the Owner, the Developer herein agreed to develop the aforesaid property by constructing G+4 storeyed building consisting of several individual self-contained individual residential flats, shops and/or garages as per Building Plan duly sanctioned by the Madhyamgram Municipality at its own costs and expenses and the Developer shall have to provide **43% (forty three percent)** in favour of the Owner herein, subject to the acceptance of the Owner privileges of the determination allocation and the Developer will get the 57% (fifty-seven percent) of the said proposed building to be constructed at entire cost of the Developer herein over and above of the landed property measuring an area of **13 (thirteen) Cottahas** more or less, lying and situated at Mouza- Sahara, J.L. No.- 46, R.S. No.-3 under C.S. Khatian No.- 380, R.S. Khatian No.- 578 & L.R. Khatian Nos.-3320 & 3329 comprised in R.S. Dag No.- 464 corresponding to L.R. Dag No.- 760 under Police Station of Airport, within the local limits of Madhyamgram Municipality, PIN- 700132 under

Holding No.- 66 of Ward No.- 26, being the property under local area of Skout Para Road in the District of North 24-Parganas; **THAT** the **43% (forty-three)** of the constructed area in accordance with the approved building plan and/or according to the measurement of the roof, must be determined by individual complete unit/s – specified as immovable property and such immovable property hereby determine as per willingness of the Owner herein as specified hereinafter and hence, such specified units considering the area of 43% (forty-three percent) shall always will be treated and/or considered as **OWNERS' ALLOCATION** of the said proposed building to be constructed, which is more fully and particularly described in the **SCHEDULE- C** hereunder written and hereinafter for the sake of brevity be referred to as the **"OWNERS' ALLOCATION"** of the said proposed building to be constructed **AND** IN ADDITION TO AFORESAID IMMOVABLE PROPERTY, THE DEVELOPER HEREBY ALSO PROVIDED MONETARY amount of **Rs. 10,00,000/- (Rupees ten lakhs only)** to the LAND OWNER as **REFUNDABLE SECURITY DEPOSIT MONEY** at the time of execution and registration of this Development Agreement and the land owner hereby received and acknowledged the same as prescribed in these presents.

ALL OTHER remaining **57% (fifty-seven percent)** and/or constructed area without any attachment and/or without any encumbrances duly determined as Flats, Shop-Rooms, Garages and/or Spaces of the said proposed building **EXCEPT OWNERS' ALLOCATIONS** mentioned hereinabove and/or hereinafter **shall always be considered as the "DEVELOPER'S ALLOCATION"** and both the party hereto including all common rights, amenities and/or facilities of the said proposed building;

The owner will refund the said **Security Deposit** money o **Rs. 10,00,000/- (Rupees ten lakhs only)** to the Developer on or before taking over possession of land owner's allocation from the Developer.

3. **THAT** the understanding by and between the parties herein i.e. between the Owner and Developer that the **Owner will be entitled to get 43% constructed area** of the said proposed building mentioned in the **SCHEDULE -C** hereinafter written.
4. **THAT** the Developer will provide the owner's allocation in favour of the Owner herein without any hesitation and will calculate the total area of such Units and if the area is **more** than the constructed area of 43% (forty-three percent), under such circumstances Owner will compensate of such **proportionate excess area** in favour of the Developer herein by monetary value and in any event if the area is **lesser** than the constructed area of 43% (forty-three percent), under such circumstances the Developer will compensate such **proportionate lesser area** in favour of the Owner herein and both the cases, rate will be depend **that time average sale price of the said present project.**
5. **THAT** the prescribed percentage of 43% (forty three percent) of the owner always will come into effect of the constructed area duly measured the

ultimate roof of the proposed building as well as the measurement of the Ground Floor in separate manner and hence, said percentage of the proposed building being effectuated with the common areas of the proposed building and therefore, Owners' eligibility to get the particular unit and/or flats and/or garages as covered area in accordance with the said calculative measurement, which will provide by the Developer unto or in favour of the Owner herein in accordance with the privileges of the Owner in connection with the Units including Garages as mentioned above;

6. **THAT** under any circumstances the Owner herein will neither claim any further immovable property from the proposed building and/or said property nor claim any further monetary consideration save and except Owners' Allocation .

7. **THAT** Owner will put the Developer in possession and/or provide the entire vacant possession in the said property immediately and the Owner shall not make any delay to put the Developer in possession of the said premises subject to the completion of the said building as well as subject to the completion of all due formalities on the part of the Owner as mentioned herein and considering such binding the Owner herein providing possession in favour of the Developer in respect of the said property with a view to effectuate the construction of proposed G+4 building and by virtue of these presents the Owner hereby declaring and confirming that the Owner will put the Developer in possession and/or provide the entire vacant possession in the said landed property on the same day i.e. date of execution and registration of said Development Agreement.

8. **THAT** the Owner herein authorize to the Developer to construct the said proposed G+4 building on the aforesaid property as per building sanctioned plan duly approved by **Madhyamgram Municipality** and all expenses shall be incurred in this respect shall be borne by the Developer absolutely;
9. **THAT** the landed property is clear marketable title and free from all sorts of encumbrances and the Developer checked out all of the documents and deeds including the title of the said landed property and fully satisfied with regard to and also confirmed in own mind that the intending purchaser/s will not raise any question in connection with the legal sanctity either of the said landed property and/or proposed G+4 storeyed building and the Land owner herein also liable to sanction the building plan at the cost of Developer's costs and expenses from the concerned local authority with a view to effectuate proposed G+4 storeyed building and to that effect the owner will render her best co-operation and under any circumstances owner will not delay and/or hesitate to do any act under the purview of the law, by which the proposed building work will affected as the time is the major factor and always will be interrelated with the delivery of the possession in favour of the Owner herein;
10. **THAT** under purview of the law all such granted area, save and except Owners' Allocation, always will be considered as Developer's Allocation and the Owner shall not raise any objection in respect thereto and/or shall not make any demand/claim to that effect whatsoever.
11. **THAT** the building plan duly sketched out by license hold Engineer by consulting with the Developer herein and the Developer is fully responsible to furnish the same duly embodied the signature in the said plan before the competent local authority with a view to sanction and/or take approval the

same and to take sanction duly paid the requisite amount from its own account with a view to take sanction of the proposed building plan and the Owner shall have the right and authority to check the building plan on or before submission to the concerned authority;

12. **THAT** the right of the ultimate roof of the said building always stands as the right of the Developer and the Owner and the Developer shall have the right to raise stories or put up additional structures on the terrace/roof of the said building and such additional structures and stories shall in any event be the property of the Developer and the Owner in accordance with the ratio as negotiated and/or as reflected in these present and to that effect Developer shall have to provide proportionate prescribed percentage area in favour of the owner considering calculative method as provided by these presents and the Developer, who will be entitled to deal with the same, so determined as developer's allocations. The roof/terrace of the said building shall always be the property of the Developer and the Owner and therefore, all other agreements with other persons and/or parties who will be acquiring or purchasing other flats of the said proposed building shall always be subject to the aforesaid right of the Developer and the Owner, who will be entitled to use the said terrace/roof for any purpose whatsoever under purview of the law as per Building Act. and the Purchaser/s shall not be entitled to raise any objection in respect thereto or to claim any abatement in the price of the said flat/garage etc. agreed to be acquired and/or purchased by them or to any compensation or the ground or inconvenience or any other person whatsoever, but the Purchaser/s and/or occupiers of the said proposed building shall have the right to use the roof purely on temporary basis for drying cloths, to refresh themselves in the fresh air and holding of social/marriage function by erection of pandal but as soon as the function is

over, the said pandal etc. shall be removed. Be it also specified that the right of the roof always stands as the right of Owner and the Developer herein and the common right of the roof always stands as the right of the occupiers of the said proposed building and in any event if any construction will come into existence in the roof itself under such circumstances the common right of the occupiers will be shifted to the ultimate roof of the building and to that effect no occupiers including holding organization shall have any right to raise any objection under any circumstances whatsoever;

13. **THAT** the ultimate roof right always will come into effect of the Owner and the Developer herein in accordance with the ratio as prescribed in this indenture;
14. **THAT** the parapet of the roof of the proposed building shall always be considered as the property of the Owner and the Developer in accordance with the ratio as prescribed;
15. **THAT** the Developer including Owner shall have no right and/or authority to occupy the area of the roof by providing tenancy for the purpose of antenna for internet and/or T.V. Cable and/or any exercitations of solar systems that is to say that the Developer and the Owner shall have no right and/or authority to do any act save and except further construction by which occupiers common right will be jeopardized;
16. **THAT** the Owner herein shall in usual course render all co-operation to the Developer and his authorized agents for the fulfillment of the said constructional work of the said proposed building and shall not create any bar or impediment or hindrances for the same and if any disputes and differences shall arise with adjacent neighbors and/or any third party or parties at the

time of constructional work of the said proposed building then in that case all disputing matters will be solved by both of the parties herein i.e. the Owner and/or Developer herein at the cost of the Developer save and except legal aspects and litigations under judicial purview in respect of the right title and/or interest of the property mentioned under **SCHEDULE- A** hereinafter;

17. **THAT** the Developer shall construct the said proposed building in a most workman like manner by using standard materials at its own costs and expenses and all masons, coolies, engineers and/or workmen shall be appointed by the Developer including the payments thereof for the aforesaid constructional work and the Owner shall have no liabilities and/or responsibilities regarding the said subject matter whatsoever;

18. **THAT** the Development Agreement must be a registered instrument and this agreement will come into the binding upon the parties from the date of execution subject to the terms as referred hereinabove and will come into force from the date of registration of these present and it is mandate in part of the Developer to register this indenture at its own cost and expenses duly submitting the same before the Registrar in jurisdiction by paying Government revenue with a view to establish these present as registered instrument and the Owner shall have no right and/or authority to raise any objection in respect thereto and it is binding upon the Owner to extend its best co-operation by appearing personally before the Registrar in proper jurisdiction with a view to execute the same;

19. **THAT** the Developer shall have full rights and/or authority to **MORTGAGE** of **Developer's allocation** whole or as a part with any Bank/s and/or Financial Institution with a view to get financial support for the purpose of

the development. The intending purchaser/s who will enter into Agreement for Sale with the Developer for Developer's allocation, the intending purchaser/s will also have the full right/s and/or authority to MORTGAGE of **Developer's allocation** for their specific agreement holding unit/s with any Bank/s and/or Financial Institution with a view to get financial support for the purpose of purchase where the land owner will **no objection**.

20. **THAT** the parties hereto jointly decided that the name of the building will be "**RADHA ENCLAVE**". The Developer and the Land Owner shall be entitled to fix a sign board, as the Developer think fit and proper on the said property for Advertisement and inserting in News- papers for advertisement media for the purpose of transfer its (Developer) allocated portion and the Developer has/have the liberty to choose the same of the said building and which to constructed by them on the schedule mentioned property;
21. **THAT** the Developer has the full rights and/or authority to enter into any agreement with any Labour contractor/s for completion of the said project as and when necessary at the responsibility of the Developer.
22. **THAT** during continuance of the project if any of the owner/s herein will expire and to that effect other owner herein will inherit the property as referred in the SCHEDULE- A herein, considering such aspect no supplementary agreement – either registered instrument or not will come in to existence and these presents will remain unchanged and all of the other owners will provide their acknowledgement and/or admittance as unregistered instrument, if so required.

24. THAT the owner shall sign all necessary papers, petitions, deeds and/or declarations as may be required to implement in connection with the said project and at the time of execution of this Development Agreement, the Owner shall have to handover all ORIGINAL of title deeds, chain deeds, papers and documents in respect of the said property to the developer herein. But during the period of constructional works, if the said original documents is /are required for the land owner, then the Developer will produce the same to her intending purchaser/s or bank authority and/or respective authority or authorities where both will co-operate to each and another.
23. **THAT** before getting possession in respect of the owners' allocations upon consent of the Developer the Owner shall have every liberty to negotiate sale with any intending purchaser or purchasers by taking advance and/or earnest money from the intending purchaser/purchasers as the owner may deem fit and proper but shall have no right to transfer any of the property duly determined owners' allocations unto or in favour of the third party or parties before getting possession in writing from the Developer herein and in any event if the Owner will desire to negotiate to do any of act in such fashion before getting possession in writing from the Developer herein under such circumstances it is mandate in part of the Developer to participate in the said documents to be executed by the owners, as Confirming Party and though the owner shall have the liberty to negotiate sale and/or sale her allocations unto or in favour of any intending purchaser/purchasers and/or third party/parties but in the event of that the owner shall have to disclose all of the norms, so adopted by the Developer including structural matter as well as elevation, betterment fee, common expenses etc. to the third party/parties. Be it is also specified that the Developer will provide the possession to the Owner herein in writing in accordance with the terms of this Agreement within stipulated

period after refund of Security Money directly to the Developer as referred hereinafter and hence, after getting possession the Owner shall have every liberty to transfer her any of allocations being as owner as deem fit and proper and to that effect the Developer shall have no right to raise any objection in respect thereto and similarly the owner shall have no right to transfer any of his allocations before getting possession;

24. **THAT** during continuance of the project and/or proposed building, without due consent of the Developer herein – the owner shall have no right and/or authority to execute any deeds and documents and/or engaged herself with any contract and in any event if the owner will do any of such act then such deeds and documents shall be treated as void ab-initio but the Owner shall have the right to do such act upon confirmation of the Developer herein in black and white;
25. **THAT** the Developer is at liberty to negotiate for sale, to enter into Agreement for sale with the intending Purchaser/Purchasers in respect of the Developer's Allocations only at its own risk in the said building to be constructed and also shall have the authority and/or free access to receive the advances and balance consideration money from the Purchaser/s after completion of due formalities in accordance with the norms of the Developer and to that effect the Owner shall not be liable and/or responsible in any manner whatsoever and shall have no right to raise any objection in respect thereto;
26. **THAT** the Owner doth hereby declare that the said landed property is free from all sorts of encumbrances, charges, mortgages, liens, lispendents whatsoever or howsoever and have good and/or clear marketable title in respect of the said property and the said property is not acquired by any

Government/Local Authority is concerned and it is not under the purview of the Urban Land Ceiling and Regulation Act, 1976 and the Owner herein shall be full liable and responsible if any dispute arises in respect of title and/or interest of the property going to be developed;

27. **THAT** the Owner shall have to execute registered Power of Attorney duly specified the Deed No. of these present as well as by mentioning the heading as "POWER OF ATTORNEY AFTER REGISTRATION OF DEVELOPMENT AGREEMENT" by appointing nominated person of the Developer as Lawful Attorney with a view to negotiate sale and/or sale the property of **Developer's Allocation only** including right to take the consideration in respect thereof as well as to do all of the other acts and/or things, so required with a view to develop the said property as well as it must be specified that in any event if the Developer will fail to comply any of the contractual liabilities then the Owner shall have every liberty to negotiate and/or consult with the Developer herein with a view to solve the problems and if the problem will not be solved, under such circumstances the Owner shall have every liberty to withdraw herself for such development job;
28. **THAT** after registration of the Power the Developer being as nominated Attorney shall have every right to execute Deed of Conveyance unto or in favour of the Purchaser/purchasers with a view to transfer the property, at the cost of the Purchaser/s in respect of the Developer's Allocation time-to-time as and when so required and to that effect the Owner shall have no right and/or authority to raise any objection in respect thereto;
29. **THAT** the Developer shall complete the Owners' Allocation as per constructional work as specified in the **SCHEDULE- F within 48 (forty eight) months** from the date of execution of these presents in connection

with the development of the said proposed building, as well as will clear all the rates and taxes in respect of the said land duly nominated as the Owner of the said land in accordance with the record of local authority and the Developer will provide possession in favour of the Owner within specified period of **48 (forty eight) months** from the date of execution of these presents of the proposed building considering the condition as stated above, by providing water connection as well as electric connection either temporary or permanent and the Owner herein shall have to pay costs and/or charges for extra work, if anything they desire to do for her own units and such extra work must be expedite through the Developer and the Developer shall have to provide possession in the allocation as determined Owner's Allocations, in favour of the Owner herein in writing within stipulated period, subject to terms as referred hereinabove and in default thereof developer will be allowed grace period of further 04 (six) months and considering the failure of the Developer even after grace period then the further super grace period of 02 (two) months will be allowed in favour of the Developer herein with a view to provide owners' allocations;

30. **THAT** the Developer herein expected that the local authority will sanction of the building plan within 03 (three) months from the date of application duly furnish the building plan, subject to the clearance of all due payment of the State Government either in part of the Owner and/or Developer;
31. **THAT** the Developer shall complete the constructional work of the said proposed building in every respect **within 48 (forty eight) months**, from the execution of these presents of the proposed building, subject to the condition as referred hereinabove and the Developer is also allowed to avail **further grace period of 03 (three) months** to complete the constructional work in every respect in connection with the said building and the time is the essence

of this contract/agreement, but such time shall be extended or enhanced by reasons for act of God, which is beyond the control of the Developer i.e. to say "FORCE MAJEURE" e.g. flood, earthquake, riot, storm, tempest, civil common strike, lock-out and/or any other act or commission beyond control of the Developer;

32. **THAT** the Developer shall have to complete registration of this agreement including power of attorney within 30 days from the date of signing and in default thereof this agreement automatically being treated as canceled;
33. **THAT** the Owner shall have to clear all due taxes/bills to the Competent Local Authority as well as to the Central or State Government including all other dues, if any and shall have to handover all the paid current bills/tax receipt etc. to the Developer herein on or before executing this indenture and shall have to pay Municipal Taxes and other Taxes for their allocations from the date of taking possession and/or ready to take possession of the same, until and unless the separate tax assessment shall be completed. The Owner shall also have to pay proportionate maintenance costs and expenses for common rights and amenities of the said proposed building to be constructed with other co-owners of the said building from the date of taking possession of their allocations;
34. **THAT** the Developer shall have to pay local Municipal Taxes and other tax, duties and imposition of the Govt. if any in connection with development job, from the date of taking possession in respect of the said property as mentioned in the **SCHEDULE- A** hereinafter and the Developer shall also liable to pay the charges of the electricity according to the meter reading shall be consumed by it and/or imposed by the WBSEDCL/CESC during time of construction of the proposed building;

35. **THAT** all letters, receipts and notice issued and/or despatched by the Developer under Registered Post/Speed Post covered with A/D and/or by hand delivery to the address of the owner as informed by the owner shall be considered as sufficient proof of the receipt of the same and shall effectual discharge by the Developer herein and in any event if the address will be changed either of the party then in such case the concerned party shall have to inform the same to the other party;
36. **THAT** during continuance of the project if any dispute arises by and between Owner and Developer in connection with the terms of these present and/or for the purpose failure of any work and/or negligence in part of the Developer and due to such, if any litigation will come into effect under such circumstances Owner is fully empowered to take such litigation cost, from the interest free refundable security deposit;
37. **THAT** if the Developer fails to comply with the covenants laid down herein, the Owner shall have every right to sue under the Specific Performance of Contract Act against the Developer and the similar right shall have the Developer against the Owner herein i.e. vice-versa;
38. **THAT** the Owner will be the member of Holding Organization among all Co-owners including occupiers for maintenance or protection of the said building, which will be formed after completion of the said building and the Owner shall have to abide by all rules and regulations of the said Holding Organization to be formed in near future;
39. **THAT** all of the legal aspects including all of the drafting of agreement for sale, registration of deed of conveyance in every respect in connection with incoming intending purchaser/s, of Developer's Allocation shall have to

expedite through the project's Advocate **SHAIKH SELIM ALI**, who nominated upon consent of the Developer and the project advocate will act and/or perform on behalf of the Developer herein, but the Owner shall have every liberty to appoint her own Advocate in connection with the transfer the property as determine Owners' Allocation;

40. **THAT** the Developer shall have to bare all of the expenses of the development and/or construction of the proposed building and to that effect all of the essential expenses like taxes, payment of meter bill, water charges etc. shall have to pay by the Developer during continuance of the project and in any event if any type of accident and/or hazard occurred considering workmen and/or property as well as proposed building during continuance of the project and/or building and/or development work in that case the entire liabilities and/or responsibilities will be devolved upon the Developer herein and the owner shall have no liabilities and/or responsibilities to that effect under any circumstances whatsoever;
41. **THAT** during continuance and/or progress of the work of the proposed building the Developer shall have to protect the project and/or shall have to organize safeguard from any type of illegal activities of any person or persons and in any event if any such illegal activities will come into existence then under such circumstances Developer herein will fully liable and/or responsible to that effect whatsoever and the Owner will not be liable and/or punishable for any of illegal activities during continuance of the project;
42. **THAT** all of the legal matters is under the jurisdiction of Hon'ble High Court Calcutta and/or Trial Courts in jurisdiction;

43. **THAT** in case of death or accident if any, either of the party the legal heirs and successors shall be substituted in such place and the legal heirs shall abide by the same terms and conditions as laid down in this indenture. Be it specified that in the event of death of either of the party the legal heirs shall have no right to claim and/or demand anything extra from the project itself save and except as specified in these present;

46. That before hand over the said land to the Developer for development purpose, the land owner will clear all outstanding dues of Municipal property tax, Govt. khajna, electricity bills, water bills etc. The land owner will be liable to pay cost of mutation, conversion, amalgamation of the said land to the authority concern at her own costs. In future, if any dispute or modification of title as well as L.R. Record/mutation/conversion/ cure of any litigations that will solve by the land owner at her own costs and responsibilities.

47. PROPORTIONATE EXPENS : PROPORTIONATE EXPENSES : It is agreed by and between the parties that the cost of special amenities and facilities i.e. Community Hall, Power back, CC TV Camera, Terrace Garden etc. will be borne by the land owner and Developer as proportionately.

Cost of 'Sale Permission of requisite Units' (already issued by Madhyamgram Municipality) fees will also be borne by the land owner and Developer as proportionately.

48. ARBITRATION CLAUSE:

THAT the First and Second Part herein declare and confirm that each of them shall observe their respective duty and liabilities and obligations under this agreement. If any difference or dispute shall arise among the parties hereto then the same shall be settled mutually and if the dispute is not

possible to be settled mutually then each parties and/or either of the Parties will appoint Arbitrator or Arbitrators and the decisions of the said Arbitrator or Arbitrators shall be final and binding upon both of the party and this Arbitration Clause shall be followed as per the provisions as laid down in the Arbitration Conciliation Act 1996.

SCHEDULE –‘A’ ABOVE REFERRED TO :

(Description of total landed property)

ALL THAT piece and parcel of a plot of **bastu** land admeasuring an area of total **13(thirteen) Cottahs** be the same a little more or less with **200 sft tiles shaded room** comprised in **R.S. Dag No. 464**, corresponding to **L.R. Dag No. 760**, under C.S. Khatian No. 380, R.S. Khatian No. 578, **at present L.R. Khatian No. 3320 & 3329** (stands in the name of present Owner) i.e. (i) land area 6 Cottahs 8 Chittacks comprised in R.S. & L.R. Dag No. 760 under **L.R. Khatian No. 3320** and (ii) land area 6 Cottahs 8 Chittacks comprised in R.S. & L.R. Dag No. 760 under **L.R. Khatian No. 3329** (both which comes from previous L.R. Khatian Nos. 2340 & 2166) lying at Mouza- **SAHARA**, J.L. No. 46, R.S. No. 3, within the local limits of Madhyamgram Municipality, now Ward No. 26, Municipal Holding No. 66, local area- **Sahara (excluding Jessore Road)**, within the jurisdiction of Airport Police Station, now **Kolkata- 700132**, in the District of North 24 Parganas, State- West Bengal and the said total land is butted and bounded as under :-

ON THE NORTH BY : Factory Shed, Dag No. 446
 ON THE SOUTH BY : Two Storied building and Vacant land
 ON THE EAST BY : Factory Shed, Dag No. 462
 ON THE WEST BY : **14'-0"** wide Municipal Road.

SCHEDULE –‘B’ ABOVE REFERRED TO :

(Description of Proposed Building)

ALL THAT G+4 storeyed building, consisting of several **self-content** individual residential flats, garages and/or spaces including all common rights, amenities

and/or facilities of the said proposed building together with undivided impartible proportionate share of underneath land as referred in the **SCHEDULE- A** referred hereinabove.

SCHEDULE –‘C’ ABOVE REFERRED TO :

(Description of **Owner’s Allocation** as units)

ALL THAT 43% (forty-three percent) of the proposed G+4 storeyed building consist of different self-content individual residential flats, shops, garages and/or spaces etc. including all common right, amenities and/or facilities of the proposed building over and above of the said landed property together with undivided impartible proportionate underneath share of the said landed property, described in the **SCHEDULE- A** hereinabove written, shall always be treated as **Owners’ Allocation** and such **43% (forty-three percent)** duly determine with the privileges by the Owner herein as follows: -

Floor	Unit No.
Ground floor	Covered Garage being Nos. 1, 2, 14, 15, 16 & 17, all are South side.
Ground floor	Covered Garage being Nos. 18, 19 & 20, all are East side
Ground floor	Two wheeler covered Parking Space being No. 2 at East side
First floor	Flat No. 102 (3BHK) at North-West side; Flat No. 103 (2BHK) at North side
Second floor	Flat No. 206 (2BHK) at North-East side ; Flat No. 207 (2BHK) at South-East side ;
Third floor	Flat No. 302(3BHK) at North-West side ; Flat No. 303 (2BHK) at North side ; Flat No. 304 (2BHK) at South side ; Flat No. 306 (2BHK) at North-East side ; Flat No. 308 (2BHK) at South-West side ;
Fourth floor	Flat No. 401 (3BHK) at South-West side ; Flat No. 406 (2BHK) at North-East side ; Flat No. 407 (2BHK) at South-East side ; Flat No. 408 (2BHK) at South-West side ;

It is stated herein that after physical and final measurement of the said owner's allocation if measurement will increased out of 43% areas, then the land owner will pay amount for increased areas to be calculated at the prevailing rate (that time) to the **developer** positively.

THE DEVELOPER ALSO HEREBY PROVIDED MONETARY amount of **Rs. 10,00,000/- (Rupees ten lakhs only)** as **REFUNDABLE SECURITY DEPOSIT MONEY** to the land owner at the time of execution of this Development Agreement and the land owner hereby received and acknowledged the same as per Memo of Consideration hereinafter written.

The owner will refund the said amount to the Developer before taking possession of owner's allocation from the Developer.

SCHEDULE –'C' ABOVE REFERRED TO :
(Developer's allocation as units)

ALL THAT remaining **57% (fifty-seven percent)** constructed area consist of different self-content individual residential flats, shops, garages and/or spaces etc. together with undivided impartible proportionate share and/or interest in the land mentioned in the **SCHEDULE- A** hereinabove written including all common easementary rights, amenities and/or facilities of the said proposed building **save and except Owner's allocations** as immovable property, mentioned hereinabove of the said proposed G+4 storeyed building to be constructed on the aforesaid property shall always be considered as the **Developer's Allocation** and the said

57% (fifty seven percent) Developer's allocation as follows :-

Floor	Unit No.
Ground floor	Covered Garage or Shop being Nos. 3, 4 & 5, all are West side.
Ground floor	Covered Garage being Nos. 6,7,8,9,10,11,12 & 13 all are North side
Ground floor	Two wheeler covered Parking Space being No. 1 at South side
First floor	Flat No. 101 (3BHK) at South-West side; Flat No. 104 (2BHK) at South side Flat No. 105 (2BHK) at North side Flat No. 106 (2BHK) at North –East side Flat No. 107 (2BHK) at South-East side Flat No. 108 (2BHK) at South-West side
Second floor	Flat No. 201 (3BHK) at South-West side ; Flat No. 202 (3BHK) at North-West side ; Flat No. 203 (2BHK) at North side ; Flat No. 204 (2BHK) at South side ; Flat No. 205 (2BHK) at North side ; Flat No. 208 (2BHK) at South-West side ;
Third floor	Flat No. 301(3BHK) at South-West side ; Flat No. 305 (2BHK) at North side ; Flat No. 307 (2BHK) at South-East side ;
Fourth floor	Flat No. 402 (3BHK) at North-West side ; Flat No. 403 (2BHK) at North side ; Flat No. 404 (2BHK) at South side ; Flat No. 405 (2BHK) at North side ;

It is stated herein that after physical and final measurement of the said Developer's allocation, if measurement will increased out of 57% areas, then the Developer will pay amount for increased areas to be calculated at the prevailing rate (that time) to the land owner positively.

SCHEDULE –'D' ABOVE REFERRED TO :

(Description of common parts and portions including common amenities and facilities)

1. Staircase on all the floors including the ultimate roof of the said multi-storeyed building by considering the terms of these present.
2. Staircase landing on all the floors.

3. Lift and machineries thereof.
4. Common passage on the ground floor.
5. Water pump, overhead water tank, water pipes and other common plumbing's installation of the said flat.
6. Drainage and sewerage.
7. Motor pump sets and pump house.
8. Boundary wall and main gates.
9. Space for Electric Meter installation for the said flat.
10. Such other equipment, installations, fixtures, fittings and spaces in or within the same building comprised within the said premises as are necessary for passages to the users and occupiers of the building.

SCHEDULE - 'E' ABOVE REFERRED TO :

(Common expenses)

Cost, Expenses and outgoings and obligations for which all purchasers including owner of units are to contribute proportionately:

1. All costs of maintenance, cleaning of premises for common use, operating water pumps, replacing, white-washing, painting, re-building, re-constructing, decorating, re-decorating, lighting the common parts, running cost of generator and also the outer walls of the building
2. The salary of all persons employed for the common purposes.
3. Insurance premium for insuring the building against earthquake, fire-fighting, mob damage, civil commotion etc. if any.
4. All charges and deposits for supply of common utilities to the Purchaser or other Purchasers or occupiers including owners of the portions of the building.
5. Corporation taxes and other outgoings save those separately assessed on the owners or other co-owners.

6. Cost of formation and operation of the company, association society for the maintenance of the building.
7. All litigations expenses incurred for the common purposes.
8. The office expenses incurred for maintaining an office for common purpose, if any.
9. All other expenses and outgoing as demanded by the Developer being necessary or incidental to regulate the rights of the Purchaser and/or occupiers of the building including such amount as may be reasonably fixed for creating a fund for replacement, renovation, maintenance and/or periodic repairs in and of the common portions.
10. Electricity of the Garage Portion.

SCHEDULE - 'F' ABOVE REFERRED TO :
SPECIFICATION of the building:-

1. **STRUCTURE** : R.C.C. Frame structure as per specification given by the consultant.
2. **BUILDING** : Reinforced cement Concrete frame building with Grond Floor Plus Top floor.
3. **FLOOR & ROOF** : R.C.C. with adequate thickness and the Roof Right wil enjoyed the Owner, Developer and other flat Owner. And the Developer & Owner if provide tower (any company) will stand in the roof in such case the others co-Owner will no objection for this manner.

4. **BRICK AND CEMENT WORK** : Standard bricks and cement the walls will be made of 5" to 8" thick and the inner partition walls will be made 5" thick walls with brick work. All the exposes surface of the concrete and brick work will be finished with cement and plaster.
5. **FLOOR FINISH** : All the floors will be provided by Marble/Floor tiles.
6. **BATH ROOM** : Provisions of taps and showers with flooring marble.
7. **TOILET** : Provision would be made for Indian Type Pans, flooring marble.
8. **KITCHEN** : Floor tiles.
9. **WINDOWS** : Windows shall be made by Aluminium Grills of local made with glass.
10. **DOORS** : All doors will be flushed type, shutters of standard quality wooden frames and only main wooden door wood priming will be coated over the wooden doors.
11. **LIFT** : One Lift will be provided for the Developer at the time of running electricity.
12. **ELECTRICAL WIRING** : All wiring will be coper with concealed and switch fitting and Developer will bear necessary expenses to install electric meter from WBSEDCL Ltd.
13. **WATER AND PIPE LINES** : All external and internal water and sanitary pipe lines shall be laid and fixed as per drawings. All the rain water line shall be standard black PVC pipes. All external and internal water supply line shall be laid using medium quality PVC pipes and fittings.

IN WITNESSES WHEREOF both of the parties hereto have set and subscribed their respective seal signatures on the day month and year first above written.

SIGNED AND DELIVERED
in the presence of :

1. Shaikh Selim Ali
(SHAIKH SELIM ALI)
S/o. Rahamat Ali Shaikh
Dewampara, Kanchikur
P.O. Hatga Cha
P.S. KLC 24 Pgs (S)
KOLKATA - 700156.

Nilima Sarkar
SIGNATURE OF THE OWNER

2. Rahamat Ali Shaikh
S/o. Akhannan Shaikh
Kanchikur P.O. Hatga Cha,
P.S. KLC 24 Pgs (S)
Kd - 700156.

SINHA REALTECH
Anuradha Sinha
Managing Partner

SIGNATURE OF THE DEVELOPER

Drafted by me :
(As per instructions of both the parties)

Shaikh Selim Ali

(SHAIKH SELIM ALI)

Advocate

Enrol. No. : F/1131/978/2016

Judges' Court, Barasat, 24 Parganas (N)

Mob. : 7890403092 / 8100680365

Composed by:

SK
(Rahamat Shaikh)

A.D.S.R. office Bidhannagar

MEMO OF CONSIDERATION :
(Payment Received by owner)

Received a sum of **Rs. 10,00,000/- (Rupees ten lakhs only)** from the Developer as interest free refundable security deposit money in terms of this Development Agreement and payment received under the following Memo :-

MEMO

Mode of payment and details	Date	Amount (Rs.)
RTGS Ref. ID No. PUNBR52022061513609418	15/06/2022	10,00,000/-

Rs. 10,00,000/-

(Rupees ten lakhs only)

Witnesses :

1. *Shivji Velim Abi*
2. *Rohamat A.P. Shaikh.*

Nalima Sockaz

SIGNATURE OF THE OWNER

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



220320232034502506

GRIPS Payment Detail

GRIPS Payment ID:	220320232034502506	Payment Init. Date:	22/03/2023 18:22:30
Total Amount:	19942	No of GRN:	1
Bank/Gateway:	State Bank of India	Payment Mode:	Online Payment
BRN:	CKW4780852	BRN Date:	22/03/2023 18:23:41
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name: SINHA REAL TECH
Mobile: 9123014223

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230345025071	Directorate of Registration & Stamp Revenue	19942
Total			19942

IN WORDS: NINETEEN THOUSAND NINE HUNDRED FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

PAID



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



192022230345025071

GRN Details

GRN: 192022230345025071 Payment Mode: Online Payment
GRN Date: 22/03/2023 18:22:30 Bank/Gateway: State Bank of India
BRN : CKW4780852 BRN Date: 22/03/2023 18:23:41
GRIPS Payment ID: 220320232034502506 Payment Init. Date: 22/03/2023 18:22:30
Payment Status: Successful Payment Ref. No: 2000454828/2/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: SINHA REAL TECH
Address: 146 SHITALATALA RD NEW BARRACKPORE
Mobile: 9123014223
Contact No: 8100680365
Depositor Status: Buyer/Claimants
Query No: 2000454828
Applicant's Name: Mr SHAIKH SELIM ALI
Identification No: 2000454828/2/2023
Remarks: Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy): 22/03/2023
Period To (dd/mm/yyyy): 22/03/2023

Q - 700/2023.

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000454828/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	2000454828/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	10021
			Total	19942

IN WORDS: NINETEEN THOUSAND NINE HUNDRED FORTY TWO ONLY.



Signature of the Presentant/Executant/ Seller/Buyer/Claimant /Lessee and Allottee with photo

UNDER RULE 44A OF THE I.R. ACT 1908
N.B. - LH BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS



Nilima Sarkar



Little



Ring



Middle



Fore



Thumb

Left Hand



Thumb



Fore



Middle



Ring



Little

Right Hand

Signature: Nilima Sarkar



Aniruddha Sinha



Little



Ring



Middle



Fore



Thumb

Left Hand



Thumb



Fore



Middle



Ring



Little

Right Hand

Signature: Aniruddha Sinha

Major Information of the Deed

	I-1504-00700/2023	Date of Registration	24/03/2023
Query No / Year	1504-2000454828/2023	Office where deed is registered	
Query Date	20/02/2023 12:20:15 PM	A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas	
Applicant Name, Address & Other Details	SHAIKH SELIM ALI Konchpukur, P.O. Hatgacha, Thana : Kolkata Leather Camp, District : South 24-Parganas, WEST BENGAL, PIN - 700156, Mobile No. : 8100680365, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 83,24,990/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 10,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Airport, Municipality: MADHYAMGRAM, Road: Sahara (Excluding Jessore Road), Mouza: Sahara, , Ward No: 26, Holding No:66 JI No: 46, Touzi No: 10 Pin Code : 700132



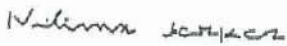
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-760 (RS :-)	LR-3320	Bastu	Bastu	6 Katha 8 Chatak	1/-	40,94,995/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
L2	LR-760 (RS :-)	LR-3329	Bastu	Bastu	6 Katha 8 Chatak	1/-	40,94,995/-	Width of Approach Road: 14 Ft., Adjacent to Metal Road,
		TOTAL :			21.45Dec	2 /-	81,89,990 /-	
		Grand Total :			21.45Dec	2 /-	81,89,990 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L2	200 Sq Ft.	1/-	1,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 2 Years, Roof Type: Pucca, Extent of Completion: Complete					
	Total :	200 sq ft	1 /-	1,35,000 /-	

Card Details :

Name,Address,Photo,Finger print and Signature



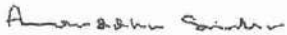


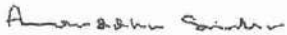


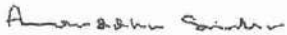
Name	Photo	Finger Print	Signature
Smt NILIMA SARKAR (Presentant) Wife of Shri Ashim Kumar Sarkar Executed by: Self, Date of Execution: 24/03/2023 , Admitted by: Self, Date of Admission: 24/03/2023 ,Place : Office			
24/03/2023		LTI 24/03/2023	24/03/2023

Bidhan Pally, Bidhan Sarani, City:- Madhyamgram, P.O:- Madhyamgram, P.S:-Madhyamgram, District:-North 24-Parganas, West Bengal, India, PIN:- 700129 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx1P, Aadhaar No: 99xxxxxxxx6676, Status :Individual, Executed by: Self, Date of Execution: 24/03/2023 , Admitted by: Self, Date of Admission: 24/03/2023 ,Place : Office

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SINHA REALTECH Holding No. Formerly 130/1 And Presently 146, Sitala Tala Road (Main Road East),, City:- Barrackpore, P.O:- New Barrackpore, P.S:-Barrackpore, District:-North 24-Parganas, West Bengal, India, PIN:- 700131 , PAN No.:: AExxxxxx5H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> ANIRUDDHA SINHA Son of Shri Ashutosh Sinha Date of Execution - 24/03/2023 , , Admitted by: Self, Date of Admission: 24/03/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Mar 24 2023 12:13PM</td> <td></td> <td>LTI 24/03/2023</td> <td>24/03/2023</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	ANIRUDDHA SINHA Son of Shri Ashutosh Sinha Date of Execution - 24/03/2023 , , Admitted by: Self, Date of Admission: 24/03/2023, Place of Admission of Execution: Office				Mar 24 2023 12:13PM		LTI 24/03/2023	24/03/2023
Name	Photo	Finger Print	Signature										
ANIRUDDHA SINHA Son of Shri Ashutosh Sinha Date of Execution - 24/03/2023 , , Admitted by: Self, Date of Admission: 24/03/2023, Place of Admission of Execution: Office													
Mar 24 2023 12:13PM		LTI 24/03/2023	24/03/2023										
225/1, Green Park, Block-A, Lake Town,, City:- Not Specified, P.O:- Lake Town, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CExxxxxx6C, Aadhaar No: 79xxxxxxxx2691 Status : Representative, Representative of : SINHA REALTECH (as Managing Partner)													

er Details :

	Photo	Finger Print	Signature
SHAIKH SELIM ALI son of Rahamat Ali Shaikh Dewan Para, Konchpukur,, City:- Not Specified, P.O:- Hatgacha, P.S:-Kolkata Leather Camp, District:-South 24- Parganas, West Bengal, India, PIN:- 700156			
	24/03/2023	24/03/2023	24/03/2023
Identifier Of Smt NILIMA SARKAR, ANIRUDDHA SINHA			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Smt NILIMA SARKAR	SINHA REALTECH-10.725 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Smt NILIMA SARKAR	SINHA REALTECH-10.725 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Smt NILIMA SARKAR	SINHA REALTECH-200.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Airport, Municipality: MADHYAMGRAM, Road: Sahara (Excluding Jessore Road),
 Mouza: Sahara, , Ward No: 26, Holding No:66 JI No: 46, Touzi No: 10 Pin Code : 700132

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 760, LR Khatian No:- 3320	Owner:নীলিমা সরকার, Gurdian:অসীম কুমার, Address:নিজ , Classification:বালু, Area:0.10700000 Acre,	Smt NILIMA SARKAR
L2	LR Plot No:- 760, LR Khatian No:- 3329	Owner:নীলিমা সরকার, Gurdian:অসীম কুমার, Address:নিজ , Classification:বালু, Area:0.10730000 Acre,	Smt NILIMA SARKAR

2023

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 of Indian Stamp Act 1899.

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

Presented for registration at 12:07 hrs on 24-03-2023, at the Office of the A.D.S.R. BIDHAN NAGAR by Smt NILIMA SARKAR ,Executant.

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 83,24,990/-

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

Execution is admitted on 24/03/2023 by Smt NILIMA SARKAR, Wife of Shri Ashim Kumar Sarkar, Bidhan Pally, Bidhan Sarani, P.O: Madhyamgram, Thana: Madhyamgram, , City/Town: MADHYAMGRAM, North 24-Parganas, WEST BENGAL, India, PIN - 700129, by caste Hindu, by Profession Business

Identified by SHAIKH SELIM ALI, , Son of Rahamat Ali Shaikh, Dewan Para, Konchpukur,, P.O: Hatgacha, Thana: Kolkata Leather Camp, , South 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Muslim, by profession Advocate

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

Execution is admitted on 24-03-2023 by ANIRUDDHA SINHA, Managing Partner, SINHA REALTECH (Partnership Firm), Holding No. Formerly 130/1 And Presently 146, Sitala Tala Road (Main Road East),, City:- Barrackpore, P.O:- New Barrackpore, P.S:-Barrackpore, District:-North 24-Parganas, West Bengal, India, PIN:- 700131

Identified by SHAIKH SELIM ALI, , Son of Rahamat Ali Shaikh, Dewan Para, Konchpukur,, P.O: Hatgacha, Thana: Kolkata Leather Camp, , South 24-Parganas, WEST BENGAL, India, PIN - 700156, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021.00/- (B = Rs 10,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/03/2023 6:23PM with Govt. Ref. No: 192022230345025071 on 22-03-2023, Amount Rs: 10,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKW4780852 on 22-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 23129, Amount: Rs.100.00/-, Date of Purchase: 21/11/2022, Vendor name: Prasanta Kr Paul

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/03/2023 6:23PM with Govt. Ref. No: 192022230345025071 on 22-03-2023, Amount Rs: 9,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKW4780852 on 22-03-2023, Head of Account 0030-02-103-003-02



Sukanya Talukdar

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR

North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2023, Page from 28607 to 28654
being No 150400700 for the year 2023.



Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR

Date: 2023.03.28 12:52:45 +05:30

Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2023/03/28 12:52:45 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.

(This document is digitally signed.)

DEVELOPMENT AGREEMENT

BETWEEN

SMT. NILIMA SARKAR

...Land Owner

AND

SINHA REALTECH

....Developer

SHAIKH SELIM ALI
ADVOCATE & Property Consultant
JUDGES' COURT BARASAT,
Chamber & Residence : Konchpukur, P.O. Hatgacha, Kolkata- 700156
Chamber : NKDA II-B Market, S/309, New Town, Kolkata- 700156
Mobile : 9831649063 / 7890403092
Rahamat Shaikh (Assistant)
9831649063/8100680365