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Additional Registrar of Assurances-II  
Kolkata

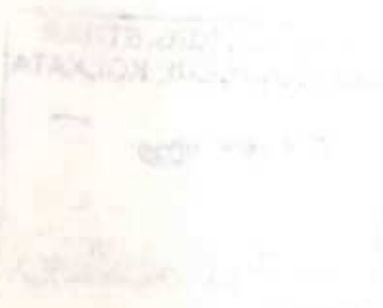
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are the part of the document

*[Signature]*  
Additional Registrar  
of Assurances, II Kolkata

23 MAY 2022

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on this the 23<sup>rd</sup> day  
of MAY, **TWO THOUSAND AND TWENTY TWO (2022)** in the  
Christian Era.



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 JAYDEEP CHATTERJEE  
 16, INDIA EXCHANGE PLACE, KOL-1  
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R. G. Tripathi  
 Advocate  
 High Court Calcutta

- 8 APR 2022

- 8 APR 2022

ASL II

ADDITIONAL REGISTRAR  
 OF ASSURANCE-II, KOLKATA  
 23 MAY 2022



**BETWEEN**

**MR. PARITOSH GAIN [PAN : AHUPG3938Q] [Aadhaar No. 3146 2268 9131]** son of Late Manindranath Gain, by faith - Hindu, by Occupation - Business, by Nationality - Indian and residing at BA-14/2, Deshbandhunagar, Baguiati, P.O. Deshbandhunagar, P.S. Baguiati, Kolkata - 700059 in the District of North 24 - Parganas, West Bengal, hereinafter referred to as the **"LANDOWNER / VENDOR**, which expression shall unless excluded by or repugnant to the context be deemed to include his respective heirs, executors, administrators, legal representatives, successors-in-interest and assigns of the **FIRST PART.**

**AND**

**"NIRMAN REALTY" [PAN No. AAFTN7500R]**, a Partnership Firm having registered office located at AB- 421, Suchetana Apartment, Flat No. G/A, Ground Floor, Samarpally, Krishnapur, P.O.- Krishnapur, P.S. Baguiati, Kolkata - 700102, in the District of North 24-Parganas with the provisions to change or shift the same to more convenient and better place or places or to open such other branch office/ offices, City Office/Offices, as may be thought expedient within the territory of India., represented by its Partners namely **(1) MR BIKASH MONDAL [PAN: AIJPM7198J]** son of Sri. Sarat Kumar Mondal, by faith - Hindu, by Nationality - Indian, residing at BJ-402, Salt lake City, Sector - II, P.O - Sech Bhaban, P.S. - Bidhannagar East, Kolkata 700091 in the District of North 24 Parganas, **(2) MRS. SATHI MONDAL [PAN : AYJPM5732G]** wife of Sri Bikash Mondal, by faith - Hindu, by Nationality - Indian and residing at BJ-402, Salt lake City, Sector- II, P.O - Sech Bhaban, P.S. - Bidhannagar East, Kolkata - 700091 in the District of North 24 Parganas, **(3) MR. SARAT KUMAR MONDAL [PAN: AENPM2492P]** son of Late Abinash Chandra Mondal, by faith - Hindu, by Nationality - Indian and residing at Krishnapur, Purbapara, P.S- Baguiati, P.O - Krishnapur, Kolkata 700102 in the District of North 24 Parganas, **(4) M/s. SOMENATH NIRMAN PRIVATE LIMITED, [PAN : AATCS4119C]** a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at Krishnapur, Purbapara, Post Office : Krishnapur, Police Station -Baguiati, Kolkata - 700102, **represented by its director SRI. BIKASH MONDAL [PAN: AIJPM7198J]** son of Sri. Sarat Kumar Mondal, by faith - Hindu, by Nationality - Indian, residing at BJ-402, Salt lake City, Sector - II, P.O - Sech Bhaban, P.S. - Bidhannagar East, Kolkata 700091 in the District of North 24 Parganas,**(5) KEDARNATH NIRMAN PRIVATE LIMITED, [PAN : AAFCK2477H]** a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Purbapara, P.O. Krishnapur, P.S. Baguiati , Kolkata - 700102, in the District of North 24-Parganas, **represented by its Director : SMT. SATHI MONDAL [PAN : AYJPM5732G]** wife of Bikash Mondal, by faith - Hindu, by Nationality -



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ADDITIONAL SECRETARY  
OF ASSAULTS - K. KOLKATA  
23 MAY 2022

Indian residing at BJ-402, Salt lake City, Sector- II, P.O – Sech Bhaban, P.S. – Bidhannagar East, Kolkata – 700091 in the District of North 24 Parganas and **(6) CHANDRA SEKHAR NIRMAN PRIVATE LIMITED, [PAN : AAFCC3453R]** a Private Limited Company incorporated under the Companies Act, 1956, having its office at Krishnapur, Purbapara, P.O. Krishnapur, P.S- Baguiati, Kolkata – 700102, in the District of North 24-Parganas, **represented by its Director SRI. SARAT KUMAR MONDAL [PAN: AENPM2492P]** son of Late Abinash Chandra Mondal, by faith – Hindu, by Nationality – Indian and residing at Krishnapur, Purbapara, P.S- Baguiati, P.O – Krishnapur, Kolkata- 700102 in the District of North 24 Parganas hereinafter 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 it's successors, successors-in-interest and assigns of the **SECOND PART**;

**WHEREAS:**

A. The above named Owner/Vendor herein is the owner of the Schedule Property and has entered into an understanding with the Developer for the development of the Schedule Property on such terms & conditions as recorded herein below.

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

**(1) Subject Matter of Agreement**

Development of Said Property: Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of All That piece and parcel of land measuring an area as follows:

- (1) **ALL THAT** Land measuring of **1 (one) Cottah 8 (eight) Chittacks**, a little more or less, appertaining to Mouza – Dasadrone, J.L. No. 4, R. S. No. 150, touzi No. 2998, C.S. Khatian No. 125, R.S. Khatian No. 205, L.R. Kri Khatian No. 199, L.R. Khatian No. 1126, corresponding to **R.S. / L.R. Dag No. 214** within P.S. Rajarhat presently Baguiati in the District of North 24-Parganas, free from all encumbrances within registration jurisdiction A.D.S.R Rajarhat, Ward No. 5, within the local Limits of Bidhananagar Muncipal Corporation, **TOGETHER WITH** facilities and amenities available in the said land and all easementary rights connected therewith and facilities of approach road etc. free from all encumbrances, more fully described in of the First Schedule written hereunder, by construction of a ready-to-use new multi-storeyed buildings with construction on the basis of maximum FAR Consumption as per applicable building rule of The West Bengal Municipal (Building) Rules, 2007, on the Said Property (New Buildings).

- a) Allocation and Demarcation of Respective Entitlements: Allocation and demarcation of the respective entitlements of the Owner and



the Developer in the New Buildings shall be finalized on receipt of sanction of the building plan, to be constructed on the said Property.

(2) Representations, Warranties and Background:

- a) Owner's Representations: The Owner has acquired right title and interest in the manner as follows:-

**WHEREAS**, One **Nandalal Jana** son of Late Hazari Lal Jana purchased a land measuring 60 Satak land a little more or less from Mrs. Niroda Bala Jana wife of Late Tarini Jana comprised in **R.S. / L.R Dag No. 217, 218, 214** lying and situated at **Mouza- Dhasadrone**, J.L No.4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24 - Parganas, by virtue of a **Sale Deed (Bengali Kobala) dated 9<sup>th</sup> day of November, 1960**, registered in the office of the Sub-Registrar, Cossipore, Dum Dum in the District of 24-Parganas, presently North 24 Parganas and recorded in **Book No. 1, Volume No. 119, Page from 165 to 169, Being (Deed) No. 8456 for the year 1960** and after having lawful physical possession of the said land **Nandalal Jana** recorded his name at B.L & L.R.O, Rajarhat, vide **L.R. Khatian No. 199** as sole owner free from all encumbrances.

**AND WHEREAS Nandalal Jana** sold **01 Kata- 08 Chittacks- 00Sq.ft.** "Shali" Land from R.S. Dag No. 214, L.R. Khatian No. 199, lying and situated at **Mouza - Dasadrone**, J.L No.4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24 - Parganas, within the local limits of (formerly Bidhannagar Municipal Corporation) presently Bidhannagar Municipal Corporation Ward No. 5, to **Mr. Paritosh Gain** Son late Manindranath Gain the **landowner herein** by virtue of a **Sale Deed No. I-06715 dated 2<sup>nd</sup> day of June, 2003**, registered in the office of the A.D.S.R Bidhannagar (Salt lake City) in the District of North 24 Parganas and **recorded in Book No. I, Volume No. 378, Page from 256 to 273, for the year 2003**, free from all encumbrances, after having the lawful physical possession **Mr. Paritosh Gain** also mutata his name in the office of the B.L. & L.R. O, Rajarhat vide **L.R. Khatian No. 1126**.

- b) Owner has Marketable Title: The right, title and interest of the Owner in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- c) 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.
- d) Owner has Authority: The Owner have full right, power and authority to enter into this Agreement.

- e) **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.
- f) **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 is aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.
- g) **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.
- h) **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.
- i) **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.
- j) **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.
- k) **No Right of Pre-emption:** No person, entity or authority whosoever has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- l) **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.



- m) **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.
  - n) **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
  - o) **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.
  - p) **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.
  - q) **Inspection:** The Owner shall have right to inspect the construction work through his engineer and bring to the Developer's Notice any work undertaken by the Developer which is not in accordance with the Specifications (as recorded in the Second Schedule) and/or the sanction plan and the Developer shall accordingly take steps to ensure that the specifications are adhered to while undertaking construction work.
- (3) **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- a) **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.
  - b) **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange construction linked 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 Buildings on the Said Property, without affecting in any manner the owner's allocation in the said property
  - c) **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.
  - d) **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
  - e) **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.

- f) Compliances :** The Developer hereby assures and confirms that the Developer shall conform and adhere to all status, laws, rules and regulations for fulfillment of the objects and purposes mentioned in this agreement and any act of omissions and commissions in this behalf shall be sole responsibility of the Developer and the Developer shall keep the Owner fully indemnified and harmless for all acts of omissions and commissions in this Behalf.
- (4) 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 Buildings having permissible FAR (Project).
- (5) Finalization of Terms Based on Reliance 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. However, any subsequent bilateral agreement and/or any further modification / addition/alteration may be accepted and the same shall be treated as part of this agreement.
- (6) Basic Understanding**
- a) Development of Said Property by Construction of New Buildings:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the New Buildings 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 alone (4) The developer shall enter into a development agreement with the Co-Owner on similar terms and conditions in respect of the Co-Owner land.
- b) Nature and Use of New Buildings:** The New Buildings 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 sanctioned by the - Bidhannagar Municipal Corporation and other statutory authorities concerned with sanction (collectively Planning Authorities), as a ready-to-use building with specified areas, amenities and facilities to be enjoyed in common.

- c) RERA: The Developer shall get the Project registered under the applicable provisions of the 'Real Estate (Regulation and Development) Act, 2016' ("RERA") and West Bengal Real Estate (Regulation and Development) Rules, 2021.
- d) Development of Said Property by Construction of New Residential Cum Commercial Building: The Developer hereby agrees and undertakes to the Owner to complete construction of the new residential and/or commercial building and/or buildings thereon or on part thereof, including common parts in all respects with good and appropriate building materials and workmanship following the specifications and designs approved by the Owner, as mentioned in the Second Schedule hereunder.

**(7) Appointment and Commencement**

- a) Appointment: The Parties hereby accept the Basic Understanding between 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 appoint 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.
- b) 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.

**(8) Sanction and Construction**

- a) Sanction of Building Plans: The Developer (as the agent of the Owner at its own responsibility) shall, at the earliest, 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 Buildings, (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 solely.
- b) Architect and Consultants: The Owner confirm 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.

- c) **Construction of New Buildings:** The Developer shall, at its own expenses and without creating any financial or other liability on the Owner construct, erect and complete the New Buildings on the Said Property comprising of buildings and Common Portions in accordance with the sanctioned Building Plans.
- d) **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties, the Developer will commence the construction work after receiving the sanction plan and complete the New Buildings and handover the Owner's Allocation within a period of **Thirty months** from the date of sanctioned of Building Plans (Completion Time), the developer shall construct and complete the new multi-storied residential and/or commercial building or buildings and various flats and/or apartments to be comprised therein in accordance with the sanctioned building plan or plans and any amendment thereto or modification thereof, made or cause to be made by the Developer, provided however, no alteration or modification shall be made in the Owner's Allocation without the consent of the Owners in writing, provided however the Completion Time may be extended subject to Force Majeure if required and thereafter. The completion time shall have an automatic grace period of Six months.
- e) **Common Portions:** The Developer shall at its own costs install, erect and construct in the New Buildings common areas, amenities and facilities such as stairways, lifts, passages, electric meter room, pump room, reservoir, over head 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 Buildings (collectively Common Portions). For permanent electric connection to the flats/units and other spaces in the New Buildings (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 land Owner shall also pay the same for the Flats in the Owner's Allocation It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold or retained Flats in the New Buildings. The Owner shall pay all rates and taxes in respect of the flats pertaining his Allocation.
- f) **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 Buildings and the Owner shall not be responsible for the quality of the building materials.

- g) 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.
- (9) 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.
- (10) Vacating by Owner: Simultaneously with the registration of this Agreement, the Owner has handed 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. Till such time the Developer continues with the work of construction and/or till such time the Owner is handed over his allocations the Developer shall provide temporary residential accommodation to the Owner at the cost of the Developer
- (11) Powers and Authorities
  - a) 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 Buildings.
  - b) 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 Buildings and booking and sale of the Developer's Allocation including proportionate land share pertaining to the Flats.
  - c) Amalgamation and Extension of Project: Notwithstanding grant of the aforesaid Power of Attorney, the Developer hereby undertakes that any amalgamation and/or extension of the Project shall be undertaken only subject to mutual agreement of the Parties. However, the Owner, subject to such mutual agreement, assure 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.

- d) 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 same with the Said Property and construction of additional building/buildings therein shall be subject to mutual agreement between the Parties however the Owner shall not get allocation benefit due to extension of the project.
- e) Further Acts: Notwithstanding grant of the aforesaid Powers of Attorney, the Owner hereby undertake that he shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all acts under this Agreement.

**(12) Owner's Consideration.**

**Owner's Allocation:** The land Owner shall be entitled to **50%** of the constructed space in the form of residential cum commercial flats, parking spaces of newly constructed building, including undivided, impartible and indivisible proportionate share in (1) the Common Portions of the Project and (2) the land contained in the Said Property (collectively Owner's Allocation). On finalization of the allocation between the owner and the developer after sanction of the building plan, there will be a registered supplementary agreement for allocation as between the Owners and the Developer with respect to their respective allocation and the landowners and the Developer shall equally pay the applicable stamp duty and registration fees as may be required for the purpose and /or as may be assessed by the authorities concerned and the landowner shall pay the expenses at the time of possession of the Owner's Allocation.

**Refundable money Rs. 5,00,000/- (Rupees Five lakhs)** only shall be paid by the developer to the land owner herein at the time of this agreement and the same will be refunded by the Landowner to the Developer before handing over Landowner's Allocation.

**(13) Developer's Consideration**

**Developer's Allocation:** The Developer shall be entitled to 50% of the constructed space in the form of residential cum commercial flats, parking spaces include undivided, impartible and indivisible proportionate share in (1) the Common Portions of the Project and (2) the land contained in the Said Property (collectively Developer's Allocation).

- (14) Demarcation of Respective Allocations:**

- a) The Owner and the Developer shall identify and demarcate their respective allocations upon final sanctioning of the Building Plan pertaining to their respective allocations and accordingly they shall enter into a registered Supplementary Agreement/Allocation Agreement duly identifying their respective allocations and such registered Supplementary Agreement/Allocation Agreement shall form part of this Agreement and should always be read in conjunction and in continuance with this agreement. The allocation shall be made on fair and equitable basis and/or pari passu basis so that both the Owner and the Developer are allotted prime spaces in all prime areas of the Building/Project based on the available FAR.
- b) **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.
- c) **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.
- d) **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 mentioned in this Agreement. However be it specifically mentioned that the Developer shall only be entitled to cause any sale or transfer of any unit forming part of the developer's allocation only after the execution of the registered Supplementary Agreement or Allocation Agreement once the building plan gets sanctioned from the concerned authority.

- e) It is hereby agreed and clarified by the Developer that the Developer shall be entitled to deliver possession of the developer's allocation to the prospective purchasers and cause execution of the deed of conveyance/s in their favour only after delivery of possession of owner's allocation to the Owner. However in case of any delay in obtaining Completion Certificate/Occupancy Certificate by the Developer, the Developer as its own risk and responsibility deliver possession of the flats and other spaces to the prospective buyers, keeping the owner fully indemnify and harmless and after deliver Owner's Allocation to the owner completed in all respect.
  
- f) No Objection to Allocation: The Parties confirm that neither Party has any objection with regard to their respective allocations.
  
- g) Cost of Transfer: The Parties and /or their respective nominees shall bear their respective costs for transfer of their respective allocations which includes costs towards stamp duty and registration fees and all other expenses.
  
- (15) Taxes and Outgoings
  - a) Relating to Period Prior to Date of Sanction of Building Plans: 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.
  
  - b) 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 Buildings.
  
  - c) Tax: The Owner and the Developer shall be liable to bear their respective share of GST as applicable as per their Allocations. And

landowners shall pay to the developer the GST amount of their allocations as per Government rate and Norms.

- d)** Electricity Charges/ Transformer charges: It is agreed the land owners shall pay proportionate cost of electricity Charges / Transformer Charges / RMU charges for the project as per their allocations to the developer which is to be paid to WBSEDCL/competent authority.
- (16) Possession and Post Completion Maintenance**
- a)** Possession of Owner's Allocation: The Developer shall intimate the Owner to take possession of Owner's Allocation, in good habitable and completed condition, and if within a period of 15 days of such intimation the Owner fails to take possession then it shall be deemed that the Developer has delivered possession to the Owner.
- b)** 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.
- (17) Punctual Payment and Indemnity:** The Owner shall punctually and regularly refund the advances in terms of this agreement and the Owner shall keep the developer indemnified in respect of the title of the land and in respect of the refundable advance and in the event of default to refund the amount the owner shall transfer its allocation to the developer nominee at the mutually agreed price and the receipts to the extent of the refundable advance shall be immediately paid to the developer.
- a.** Maintenance: The Developer shall frame scheme for the management and administration of the New Buildings. The Owner hereby agrees to abide by all the rules and regulations to be so framed for the management and administration of the New Buildings by the developer.
- a)** 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 Buildings [if necessary, by forming a body (Association)] and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, 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 equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Buildings.

**(18) Common Restrictions**

- a) Applicable to Both: The Owner's Allocation and the Developer's Allocation in the New Buildings 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 Buildings.

**(19) Obligations of Developer**

- a) Completion of Development within Completion Time: The Developer shall complete the development of the Said Property within the Completion Time.
- b) 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.
- c) Planning, Designing and Development: The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.
- d) Specifications: The Developer shall construct the New Buildings as per the specifications given in the Second Schedule attached hereto (Specifications).
- e) 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.
- (20) Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, GST, works contract tax, TDS and other dues shall be paid by the person liable to pay such tax in accordance with law as per their allocations
- (21) 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.

- (22) **Boundary Wall:** The Developer at its own costs shall maintain and /or erect or complete the existing boundary wall in and around the Said Property which demarcates the Said Property as a distinct and identifiable piece and parcel of land.
- (23) **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.
- (24) **Obligations of Owner**
- a) **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.
  - b) **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.
  - c) **Original Documents:** The Owner shall hand over all the original deed / documents related to the said land to the developer on the day of the signing of this development agreement.
  - d) **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.
  - e) **No Obstruction in Construction:** The Owner covenant not to cause any interference or hindrance in the construction of the New Buildings unless there is any dispute arises regarding the quality of construction.
  - f) **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.
  - g) **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 plot comprised in the Said Property.
  - h) **Conversion:** The Developer shall take all necessary steps in connection with change of the nature and character of land



contained in the Said Property *inter alia* by way of approaching the concerned authorities and obtaining necessary orders for conversion of the Said Property to residential/commercial and thereafter paying fees and charges for the same in any case the entire lands shall be converted by the Developer at their own costs.

**(25) Indemnity**

- a) 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 Buildings or violation of any permission, rules regulations or bye-laws.
- b) By the Owner: The Owner hereby indemnify and agrees 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.

**(26) Miscellaneous**

- a) 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.
- b) Title Certification: The Developer's advocate shall certify the title and his certificates/recommendations shall be accepted by the Parties, 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 Developer's advocate.
- c) Essence of 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.
- d) 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.
- e) Original Title Documents: All certified copies of title documents of the Said Property shall be handed over by the Owner to the Developer and thereafter 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.

- f) Essence of 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.
- g) 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.
- h) Valid Receipt: The Owner shall pass valid receipts for all amounts paid under this Agreement.
- i) 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.
- j) 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.
- k) Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings 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.
- l) Taxation: The Owner shall not be liable for any Income Tax, Wealth Tax, GST 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, GST 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.

- m)** Name of New Buildings: The name of the New Buildings shall be decided by the Developer.
  - n)** Supervision: There should be joint supervision right between the Owner and the Developers in the development of the New Building.
  - o)** 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.
  - p)** There exists some electrical poles in the land and at time of replacement of such poles, the Landowner shall not raise any objection.
- (27) Defaults:**
- a)** 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.
- (28) Force Majeure**
- a)** 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) delay on account of receiving statutory permissions, (10) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (11) any notice, order of injunction, litigation, attachments, etc. and (12) 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 (13) abnormal rise in cost of construction inputs and scarcity/short supply thereof, (14) Restriction / lock downs for Covid Situations (collectively Circumstances Of Force Majeure).
  - b)** 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.

**(29) Entire Agreement**

- a) Supersession: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

**(30) Documents & Documentation**

- a) Originals: The original of this Agreement shall be retained by the Developer and the Owner will keep a certified copy of the same.
- b) 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.

**(31) Severance**

- a) 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.

**(32) Amendment/Modification**

- a) 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.

**(33) Notice:**

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 4<sup>th</sup> 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.

**(34) Arbitration:**

- a) 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, consist of such person as be decided/nominated by the Developer. 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.

**(35) Jurisdiction:**

- a) 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.

**(36) Rules of Interpretation**

- a) 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.
- b) 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.
- c) Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- d) 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.
- e) Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.

f) 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 proceeding those terms.

g) Headings: The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

**FIRST SCHEDULE ABOVE REFERRED TO  
(PROPERTY/LAND)**

**ALL THAT** Land measuring **01 Kata- 08 Chittacks- 00Sq.ft.** "Shali" Land from R.S./L.R Dag No. 214, Old L.R. Khatian No. 199, New Khatian No. 1126, lying and situated at **Mouza - Dasadrone**, J.L No.4, R.S. No. 150, Touzi No. 2998, P.S. Previously Rajarhat, Presently Baguiati, Dashdrone, Maniktala Khelar Math, Kolkata 700136, within registration jurisdiction A.D.S.R Rajarhat, Ward No. 5, within the local Limits of (formerly Rajarhat Gopalpur Municipality) Presently **Bidhananagar Municipal Corporation**, in the District of North 24 Parganas, free from all encumbrances and the land is butted and bounded as follows:

On the North: By land of Meena Keshri and 6'-0" wide passage

On the South: By part of R.S./L.R. Dag No. 214

On the East: By part of R. S./L.R. Dag No. 215,

On the West: By part of R. S./L.R. Dag No. 211

Road Name : Rajarhat Main Road (Atghara Crossing to Dashdrone)

**SECOND SCHEDULE ABOVE REFERRED TO:  
(Specifications)**

Execution and Delivery:

1. BUILDING: The building will be erected on R.C.C. framed structure.

2. WALLS: Brick masonry for the outer wall will be 8" thick, partition wall will be 5" and 3" thick with a minimum height as per sanctioned plan. The outer wall will be of cement plaster and the inside wall will be finished with plaster of Paris.

3. WINDOWS : Aluminum windows with integrated grills painted with synthetic enamel paint. In Kitchen and Bath Rooms windows with integrated grills painted with synthetic enamel paint and fitted with 3 mm. glass.

4. DOORS : Door frame will be made of "Sal" wood and the door panels will be of commercial flush type.

5. FLOORING : Flooring will be made with vitrified tiles. Skirting will be of 4" height.



6. KITCHEN : Granite cooking platform will be provided with sink and drawing board. The dado upon the cooking platform up to 3' feet height will be fitted with designer glazed tiles.
7. TOILET : Bath room will be provided with commode. The walls of the Toilet up to 6' feet height will be fitted with designer glazed tiles and the floor will be made with floor tiles. One shower and wall mixer will be provided in Bath Room.
8. WATER SOURCES: Deep tube well with water reservoir and overhead tank will be provided as the water sources of the building including submersible pump set.
9. ELECTRICITY : 5 Points will be provided. Concealed wiring with modular Switches shall be provided. Individual/separate Electric Meter for the flat /space will be provided / arranged on payment of costs and expenses therefor.
10. ROOF AND TERRACE : The roof of the building will be finished with roof tiles and the terrace will be water proofed.
11. One Lift will be installed at the cost of the Developer.
12. EXTRA WORK : Any work other than specified above will be treated as extra work and will be carried on only upon prior payment of cost and expenses to be incurred therein.

Common Areas & Common Facilities:

1. Staircase of all the floors of the said multi-storied building.
2. Common landings with Lift, Common passage including main entrance leading to the ground floor.
3. Water tank, overhead tank and water supply line from Deep Tube-well with 440 volts Motor and Water pump.
4. Common toilet on the ground floor.
5. Caretaker's room.
6. Meter space.
7. External electrical installations switch boards and all electrical wiring and other electrical fittings installed in the said building.
8. Drainages, sewerage, septic tank and all pipes and other installations for the same.
9. Boundary walls and Main gate.
10. Other areas and installations and/or equipments if so provided by the Developer in the Building and/or the Premises, at extra cost, for common use and enjoyment such as CC TV, EPABX, Intercom, Cable TV connection, Internet Connection, Telephone lines, Gas lines etc. and other common amenities and facilities for common uses.

11. Such other common parts areas equipments installations fittings fixtures and common and common passages as shall be provided by the Developer at its sole discretion and as shall be available in future in or about the said land and the said building and or in amalgamated land and buildings as are necessary for passage and/or use of the unit in common by the co-Owner with the Developer and/or its respective nominees appertaining to proportionate cost in terms of sq. ft. It is expressly mentioned hereby that the Developer shall be exclusively entitle to provide the common passages at its sole choice and desecration leading from Main Road through another adjacent properties to the said property hereunder the First Schedule and reaching to others property surrounding and adjacent herewith and amalgamated with each others in future by the Developer for the free ingress and egress of the prospective buyers /residents of proposed buildings in this premises and or in the said amalgamated premises.

COMMON EXPENSES:

1. All expenses for the maintenance, operating replacing repairing renovating and repainting of the common portions and areas in the building including the outer walls and boundary walls of the building.
2. All the expenses for running and operating all machinery equipments and installations comprised in the common portion including the cost of repairing, replacing and renovating the same. Costs and charges of establishment for maintenance of the said building.
3. Costs and charges of establishment for maintenance of the said building.
4. Costs and insurance premium for insuring the building and/or the common portion.
5. All charges and deposits for supply of common utilities to all the co-Owner in common.
6. Municipal tax, water tax and other rates in respect of the premises and building (save and except those separately assessed in respect of any unit of the purchaser).
7. Cost of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installation of the common service and lighting the common portions including system lose for providing electricity to each unit.



9. All litigations expenses incurred for the common purpose and relating to the common use and enjoyment of the common portion and for all common affairs.

10. All other expenses as shall be required in future for running of proper and smooth administration of the Building or Buildings and the up-keepment of the same.

**IN WITNESS WHEREOF** the Parties have executed and delivered this Agreement on the date mentioned above.

Signed and delivered by the above named Land-Owners at Kolkata in the presence of :

WITNESSES

1. Poulami Gain  
BA-14/2, D.B.Nagar, Baguiati,  
Kolkata - 700059.

*Poulami Gain*  
LANDOWNER

2. *Seban*  
MANIK DARBAR ROAD,  
NETAJI PALLY, COLLEGE,  
KOLKATA - 700111

**NIRMAN REALTY** **NIRMAN REALTY**  
*Sathi Mondal* *Sathi Mondal*  
Partner Partner

SOMENATH NIRMAN PVT. LTD.  
*Sathi Mondal*  
Director

**NIRMAN REALTY**  
*Sathi Mondal*  
Partner

KEDARNATH NIRMAN PVT. LTD.

*Sathi Mondal*

CHANDRASEKHAR NIRMAN PVT. LTD.

Director

*Sathi Mondal*  
Director

Signed, sealed and delivered by the above named Developer at Kolkata in the Presence of :

DEVELOPER

WITNESSES:

1. Poulami Gain  
2. *Seban*

Drafted by :

*K. G. Tripathi*  
**K. G. TRIPATHI**  
M. Com. LLB.  
ADVOCATE HIGH COURT  
CALCUTTA  
Regn. No. - WB/224/05  
9836041430 / 9007373125

MONEY RECEIPT

Received from the Developer a sum of Rs. 5,00,000/- (Rupees Five Lakh) only as per Memo of Consideration written hereunder.

SL. No.	Date	Bank & Branch Name	RTGS Ref. No.	Amount in Rs.
1.	20.05.2022	HDFC, Salt Lake Sector- II, Kolkata 700091.	RTGS No. HDFCR520220 52069601633	Rs. 5,00,000/-

**WITNESS:**

1. Poulami Gain

BA-14/2, D.B.Nagar, Baguiati, Kolkata - 700059.

2. *[Signature]*  
(SOUNEN DEBNATH)  
MANIK DANUA ROAD,  
NETAJI PALLEY, CHOLA,  
KOLKATA - 700111

*[Signature]*  
Pritesh Gain,

SIGNATURE OF LAND OWNER

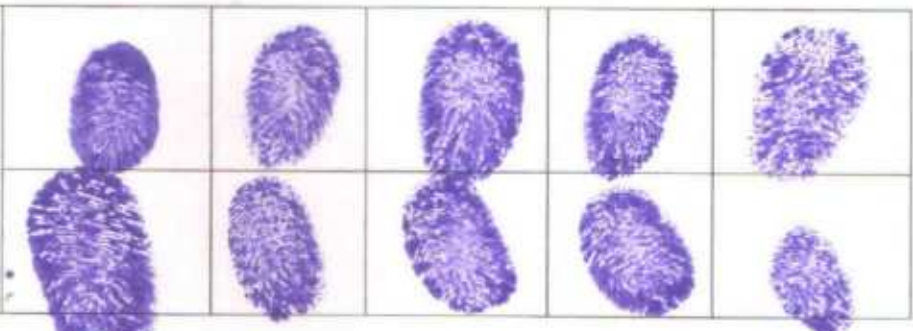


UNDER RULE 44A OF THE I.R. ACT 1908

L.H. BOX-SMALL TO THUMB PRINTS  
R.H. BOX-THUMB TO SMALL PRINTS



Lavitosh Gain



ATTESTED: Lavitosh Gain



L

ATTESTED: L Mondal



Sathi Mondal

ATTESTED: Sathi Mondal



L Mondal

ATTESTED: L Mondal





8

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA

23 MAY 2022

*[Signature]*





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

GRN Details

GRN: 192022230031652348  
GRN Date: 21/05/2022 12:52:44  
BRN : 4463303384822  
Gateway Ref ID: 221410929485  
Payment Status: Successful

Payment Mode: Online Payment (SBI Epay)  
Bank/Gateway: SBIEPay Payment Gateway  
BRN Date: 21/05/2022 12:55:12  
Method: HDFC Retail Bank NB  
Payment Ref. No: 2001498000/3/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: NIRMAN REALTY  
Address: AB421, Suchetana Apt, Samarpally, Krishnapur, Kol 102  
Mobile: 9830424166  
Contact No: 9830424166  
Depositor Status: Buyer/Claimants  
Query No: 2001498000  
Applicant's Name: Mr KRISHNA GOPAL TRIPATHI  
Identification No: 2001498000/3/2022  
Remarks: Sale, Development Agreement or Construction agreement Payment No 3

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001498000/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	6921 ✓
2	2001498000/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	5021 ✓
			<b>Total</b>	<b>11942</b>

IN WORDS: ELEVEN THOUSAND NINE HUNDRED FORTY TWO ONLY.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
 ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

অনুকরণ/ইডি/ইডি / Enrollment No : 1111/21045/03328

To  
 Paritosh Gain  
 পরিতোষ গাইন  
 04/03/2014  
 BA-14/2  
 DESHBANDHU NAGAR  
 BAGUIATI  
 Rajarhat Gosalpur (m)  
 Desh Bandhu Nagar North 24 Parganas  
 West Bengal - 700052



KL797982135FT

79798213



আপনার আধার সংখ্যা / Your Aadhaar No. :

**3146 2268 9131**

আধার - সাধারণ মানুষের অধিকার

ভারত সরকার  
 Government of India

পরিতোষ গাইন  
 Paritosh Gain  
 পিতা - মনিন্দ্ৰ নাথ গাইন  
 Father: Monindra Nath Gain

৯৯৯৯৯৯৯৯ ০১০১১১১১  
 পুরুষ / Male

**3146 2268 9131**

০৪/০৩/২০১৪




আধার - সাধারণ মানুষের অধিকার

*Paritosh Gain*



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

PARITOSH GAIN  
MANINDRANATH GAIN  
01/01/1966  
Permanent Account Number  
AHUPG3938Q

*Paritosh Gain*  
Signature



*Paritosh Gain*



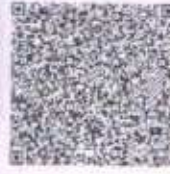
आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AATFN7500R



नाम/ Name  
NIRMAN REALTY

निगम / गठन की तारीख  
Date of Incorporation/Formation  
23/02/2022

02032022

*(Handwritten mark)*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

CHANDRASEKHAR NIRMAN PRIVATE  
LIMITED



08/04/2013

Permanent Account Number

AAFCC3453R

08/04/2013

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

KEDARNATH NIRMAN PRIVATE LIMITED



04/04/2013

Permanent Account Number

AAFCK2477H

04042013



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SOMENATH NIRMAN PRIVATE LIMITED



04/04/2013

Permanent Account Number

AATCS4119C

08/08/2013

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SATHI MONDAL

SUSHIL KUMAR PRAMANIK

27/06/1980  
Permanent Account Number  
AYJPM5732G

*Sathi Mondal*

Signature



24003009





भारत सरकार  
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

Enrollment No. : 0635/10277/91444

To  
Sathi Mondal

BJ - 402,  
SALT LAKE, SECTOR - II,  
VTC: Bidhannagar(M), PO: Sech Ghawan,  
Sub District: North 24 Parganas, District: North 24 Parganas,  
State: West Bengal, PIN Code: 700091,  
Mobile: 8017048288

58041485



KF580414855F1



आपका आधार क्रमांक / Your Aadhaar No. :

**6531 9467 2851**

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



Issue Date: 07/05/2014



Sathi Mondal  
DOB: 27/05/1980  
Female

**6531 9467 2851**

मेरा आधार, मेरी पहचान

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AJPM7198J



नाम /NAME

BIKASH MONDAL

पिता का नाम /FATHER'S NAME

SARAT KUMAR MONDAL

जन्म तिथि /DATE OF BIRTH

07-11-1975

हस्ताक्षर /SIGNATURE

*B. Mondal*

*Shahin*

आयकर आयुक्त, (कानून, क्रम.), कोलकाता

COMMISSIONER OF INCOME-TAX(C.O.), KOLKATA





भारत सरकार  
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

Enrollment No. : 0635/10277/91443

To  
BIKASH MONDAL

BJ - 402,  
SALT LAKE, SECTOR - II,  
VTC: Bidhannagar(M), PO: Sech Bhawan,  
Sub District: North 24 Paraganas, District: North 24 Perganas,  
State: West Bengal, PIN Code: 700091,  
Mobile: 9830424166

58041488



KF58041488FI



आपका आधार क्रमांक / Your Aadhaar No. :

**8875 8893 2256**

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



Issue Date: 07/06/2014



BIKASH MONDAL  
DOB: 07/11/1975  
Male

**8875 8893 2256**

मेरा आधार, मेरी पहचान



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
ভারত সরকার  
Unique Identification Authority of India  
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1111/19211/16592

To  
শরৎ কুমার মন্ডল  
Sarat Kumar Mondal  
KRISHNAPUR PURBA PARA  
Rajarhat Gopalpur(M)  
Krishnapur  
North 24 Parganas North 24 Parganas  
West Bengal 700102

07/06/2014  
150399549



ML503995490FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**8622 9101 1539**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



শরৎ কুমার মন্ডল  
Sarat Kumar Mondal  
পিতা : অধিনাথ চন্দ্র মন্ডল  
Father : ABINASH CHANDRA MONDAL  
জন্মতারিখ / DOB : 11/02/1942  
পুরুষ / Male



**8622 9101 1539**

আধার - সাধারণ মানুষের অধিকার

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SARAT KUMAR MONDAL  
ABINASH CHANDRA MONDAL  
11/02/1942  
Permanent Account Number  
AENPM2492P



*S. Mondal*  
Signature



## Major Information of the Deed

Deed No :	I-1902-05536/2022	Date of Registration	23/05/2022
Query No / Year	1902-2001498000/2022	Office where deed is registered	
Query Date	20/05/2022 6:45:08 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	KRISHNA GOPAL TRIPATHI AB-130, NEW TOWN, Thana : New Town, District : North 24-Parganas, WEST BENGAL, PIN - 700163, Mobile No. : 8910044219, 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 : 5,00,000/-]		
Set Forth value	Market Value		
	Rs. 55,34,999/-		5
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 5,105/- (Article:E, E, B)		5
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Rajarhat Road, Road Zone : (Atghara Crossing -- Dosodrone) , Mouza: Dasadrone, JI No: 4, Pin Code : 700136

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-214 (RS :- )	LR-1126	Bastu	Shali	1 Katha 8 Chatak		55,34,999/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>2.475Dec</b>	<b>0 /-</b>	<b>55,34,999 /-</b>	

**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr PARITOSH GAIN</b> Son of Late MANINDRANATH GAIN Executed by: Self, Date of Execution: 23/05/2022 , Admitted by: Self, Date of Admission: 23/05/2022 ,Place : Office			
	23/05/2022	LTI 23/05/2022		23/05/2022
Dashadrone, Manik Tala Khelar Math, City:- , P.O:- Gopalpur, P.S:-Baguiati, District:-North24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ahxxxxxx8q, Aadhaar No: 31xxxxxxxx9131, Status :Individual, Executed by: Self, Date of Execution: 23/05/2022 , Admitted by: Self, Date of Admission: 23/05/2022 ,Place : Office				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>NIRMAN REALTY</b> ,AB-421, Samarpally, Krishnapur, Flat No: G/A, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102 , PAN No.:: AAxxxxxx0R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			
2	<b>SOMENATH NIRMAN PRIVATE LIMITED</b> , Krishnapur, Purbapara, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102 , PAN No.:: AAxxxxxx9C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			
3	<b>KEDARNATH NIRMAN PRIVATE LIMITED</b> , Krishnapur, Purbapara, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102 , PAN No.:: AAxxxxxx7H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			
4	<b>CHANDRA SEKHAR NIRMAN PRIVATE LIMITED</b> , Krishnapur, Purbapara, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102 , PAN No.:: AAxxxxxx3R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr BIKASH MONDAL (Presentant)</b> Son of Shri SARAT KUMAR MONDAL Date of Execution - 23/05/2022, , Admitted by: Self, Date of Admission: 23/05/2022, Place of Admission of Execution: Office			
	May 23 2022 11:35AM	LTI 23/05/2022		23/05/2022



, BJ-402, Salt Lake City, Sector-II, City:- , P.O:- Sech Bhaban, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Axxxxxx8J,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NIRMAN REALTY (as PARTNER), SOMENATH NIRMAN PRIVATE LIMITED (as Director)

2	Name	Photo	Finger Print	Signature
	<b>Mrs SATHI MONDAL</b> Wife of Mr BIKASH MONDAL Date of Execution - 23/05/2022, , Admitted by: Self, Date of Admission: 23/05/2022, Place of Admission of Execution: Office			<i>Sathi Mondal</i>
	May 23 2022 11:36AM	LTI 23/05/2022	23/05/2022	

, BJ-402, Salt Lake City, Sector-II, City:- , P.O:- Sech Bhaban, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AYxxxxxx2G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NIRMAN REALTY (as PARTNER), KEDARNATH NIRMAN PRIVATE LIMITED (as Director)

3	Name	Photo	Finger Print	Signature
	<b>Mr SARAT KUMAR MONDAL</b> Son of Late ABINASH CHANDRA MONDAL Date of Execution - 23/05/2022, , Admitted by: Self, Date of Admission: 23/05/2022, Place of Admission of Execution: Office			<i>S Mondal</i>
	May 23 2022 11:36AM	LTI 23/05/2022	23/05/2022	

, KRISHNAPUR, PURBAPARA, City:- , P.O:- KRISHNAPUR, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx2P,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : NIRMAN REALTY (as PARTNER), CHANDRA SEKHAR NIRMAN PRIVATE LIMITED (as Director)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SOUMEN DEBNATH</b> Son of Mr SATYA DEBNATH MANIK DANGA ROAD, NETAJI PALLY, GHOLA, City:- , P.O:- GHOLA BAZAR, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700111			<i>Soumen</i>
	23/05/2022	23/05/2022	23/05/2022

Identifier Of Mr BIKASH MONDAL, Mrs SATHI MONDAL, Mr SARAT KUMAR MONDAL, Mr PARITOSH GAIN

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Mr PARITOSH GAIN	NIRMAN REALTY-0.61875 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.61875 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.61875 Dec,CHANDRA SEKHAR NIRMAN PRIVATE LIMITED-0.61875 Dec



## Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Rajarhat Road, Road Zone : (Atghara Crossing -- Dosodrone) , Mouza: Dasadrone, JI No: 4, Pin Code : 700136

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 214, LR Khatian No:- 1126	Owner:পৰিতোষ গাইন, Gurdian:মলীন্দ্রনাথ , Address:নিজ , Classification:শালি, Area:0.02000000 Acre,	Mr PARITOSH GAIN

On 23-05-2022

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

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

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

Presented for registration at 11:12 hrs on 23-05-2022, at the Office of the A.R.A. - II KOLKATA by Mr BIKASH MONDAL .,

**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 55,34,999/-

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

Execution is admitted on 23/05/2022 by Mr PARITOSH GAIN, Son of Late MANINDRANATH GAIN, Dashadrone, Manik Tala Khelar Math, P.O: Gopalpur, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business

Indetified by Mr SOUMEN DEBNATH, , , Son of Mr SATYA DEBNATH, MANIK DANGA ROAD, NETAJI PALLY, GHOLA P.O: GHOLA BAZAR, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Private Service

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

Execution is admitted on 23-05-2022 by Mr BIKASH MONDAL, Director, SOMENATH NIRMAN PRIVATE LIMITED, , Krishnapur, Purbapara, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102; PARTNER, NIRMAN REALTY (Partnership Firm), ,AB-421, Samarpally, Krishnapur, Flat No: G/A, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102

Indetified by Mr SOUMEN DEBNATH, , , Son of Mr SATYA DEBNATH, MANIK DANGA ROAD, NETAJI PALLY, GHOLA P.O: GHOLA BAZAR, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Private Service

Execution is admitted on 23-05-2022 by Mrs SATHI MONDAL, Director, KEDARNATH NIRMAN PRIVATE LIMITED, , Krishnapur, Purbapara, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102; PARTNER, NIRMAN REALTY (Partnership Firm), ,AB-421, Samarpally, Krishnapur, Flat No: G/A, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102

Indetified by Mr SOUMEN DEBNATH, , , Son of Mr SATYA DEBNATH, MANIK DANGA ROAD, NETAJI PALLY, GHOLA P.O: GHOLA BAZAR, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Private Service

Execution is admitted on 23-05-2022 by Mr SARAT KUMAR MONDAL, Director, CHANDRA SEKHAR NIRMAN PRIVATE LIMITED, , Krishnapur, Purbapara, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102; PARTNER, NIRMAN REALTY (Partnership Firm), ,AB-421, Samarpally, Krishnapur, Flat No: G/A, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102

Indetified by Mr SOUMEN DEBNATH, , , Son of Mr SATYA DEBNATH, MANIK DANGA ROAD, NETAJI PALLY, GHOLA P.O: GHOLA BAZAR, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700111, by caste Hindu, by profession Private Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,105/- ( B = Rs 5,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 84/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/05/2022 12:55PM with Govt. Ref. No: 192022230031652348 on 21-05-2022, Amount/Rs: 5,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 4463303384822 on 21-05-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 2544, Amount: Rs.100/-, Date of Purchase: 08/04/2022, Vendor name: J CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/05/2022 12:55PM with Govt. Ref. No: 192022230031652348 on 21-05-2022, Amount-Rs: 6,921/-, Bank: SBI EPay ( SBIEPay), Ref. No. 4463303384822 on 21-05-2022, Head of Account 0030-02-103-003-02

7/02

**Satyajit Biswas**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - II KOLKATA**  
**Kolkata, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2022, Page from 229033 to 229086  
being No 190205536 for the year 2022.



Digitally signed by SATYAJIT BISWAS  
Date: 2022.06.08 13:22:45 -07:00  
Reason: Digital Signing of Deed.

*frag*

(Satyajit Biswas) 2022/06/08 01:22:45 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.

(This document is digitally signed.)

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