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Kolkata

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of Assurances-II Kolkata

29 JUN 2022

### DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** is made on this the 29<sup>th</sup> day of June, **TWO THOUSAND AND TWENTY TWO (2022)** in the Christian Era.

19215

G. Tripathi  
Advocate  
High Court Calcutta

DATE \_\_\_\_\_  
SOLD TO \_\_\_\_\_  
OF \_\_\_\_\_  
RS. \_\_\_\_\_  
JAYDEEP CHATTERJEE  
16, INDIA EXCHANGE PLACE, KOL-1  
LICENSED STAMP VENDOR  
NO 351R3316

- 6 JUN 2022

- 6 JUN 2022



MEMORANDUM

THIS INSTRUMENT IS MADE ON THE TWENTY NINTH DAY OF JUNE AND TWENTY TWO (2022) IN THE

29 JUN 2022

**BETWEEN**

**[1] MRS. TANUJA JANA [PAN : AOEPJ9133R] [Aadhaar No. 3643 5088 1412]** wife of Mr. Uttam Jana, by faith - Hindu, by Occupation - Business, by Nationality - Indian and residing at Dashadrone, Manik Tala Khelar Math, P.O. Rajarhat-Gopalpur, P.S. Baguiati, Kolkata - 700136, in the District of North 24 - Parganas, West Bengal, hereinafter referred to as the **"LANDOWNER / VENDOR NO. 1"**.

**AND**

**[2] MR. UTTAM JANA [PAN : ANOPJ2679P] [Aadhaar No. 4779 8020 7585]** son of Late Nandalal Jana and Late Purnima Jana, by faith - Hindu, by Occupation - Retired, by Nationality - Indian, residing at Dasadrone, Manik Tala Khelar Math, P.O. Rajarhat-Gopalpur, P.S. Baguiati, Kolkata - 700136, the District of North 24 - Parganas, West Bengal, hereinafter referred to as the **"LANDOWNER/VENDOR NO. 2"**.

**AND**

**[3] MRS. RIYA MAITY [PAN : CVGPM6662P] [Aadhaar No. 4855 7425 4533]** daughter of Mr. Uttam Jana, wife of Mr. Debasis Maity, by faith - Hindu, by Occupation - House wife, by Nationality - Indian, residing at Dasadrone, Manik Tala Khelar Math, P.O. Rajarhat-Gopalpur, P.S. Baguiati, Kolkata - 700136, in the District of North 24 - Parganas, hereinafter referred to as the **"LANDOWNER/VENDOR NO. 3"**.

**AND**

**[4] MS. RITUPARNA JANA [PAN : BCIPJ0191C] [Aadhaar No. 5024 8032 5920]** daughter of Mr. Uttam Jana, by faith - Hindu, by Occupation - Service, by Nationality - Indian, residing at Dasadrone, Manik Tala Khelar Math, P.O. Rajarhat-Gopalpur, P.S. Baguiati, Kolkata - 700136, in the District of North 24 - Parganas, West Bengal, hereinafter referred to as the **"LANDOWNER/VENDOR NO. 4"**

which expression shall unless excluded by or repugnant to the context be deemed to include their 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



2

29 JUN 2029

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 - 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 its 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.



4

**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 **20 Kata 02 Chittacks 32 Sq.ft.** a little more or less Appertaining at **Mouza - Dasadrone**, J.L No. 04, R.S. No. 150, Touzi No. 2998 comprised in **R.S. / L.R. Dag No. 217,214,218,224,**

**[All the BASTU land measuring an area 16 Kata- 13 Chittacks - 11 Sq.ft. in R.S./L.R. Dag No. 217 AND**

**All the SHALI land measuring an area 00Kata- 06Chittacks - 43 Sq.ft. in R.S./L.R. Dag No. 214, AND**

**All the DOBA land measuring an area 00Kata- 14Chittacks - 23 Sq.ft. in R.S./L.R. Dag No. 218, AND**

**All the DANGA land measuring an area 02Kata- 00Chittacks - 00 Sq.ft. in R.S./L.R. Dag No. 224, AND]**

comprised in L.R. Khatian Nos. 199, 1118, 248, P.S- Previously Rajarhat, Presently Baguiati, in the District of North 24 Parganas, within registration jurisdiction A.D.S.R Rajarhat, Ward No. 5, within the local Limits of Bidhananagar Municipal 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 51 Satak land a little more or less from Mrs. Niroda Bala Jana wife of Late Tarini Jana comprised in **R.S. Dag No. 217**, 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 this is to record that at the time of purchase of the aforesaid land the classification of the land was 'Bagan' thereafter converted to "**Bastu**", 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** hereby Sold **ALL THAT BASTU** Land measuring 13 Satak equivalent to 07 Kata 13 Chittacks 38 Sq.ft. from R.S. Dag No. 217, L.R. Khatian No. 199, 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, to Mrs. Pramila Jana wife of Sri. Goutam Jana by virtue of a Sale Deed (Bengali Kobala) dated 09<sup>th</sup> day of June, 1993 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. 96, Page from 383 to 388, Being (Deed) No. I-4429 for the year 1993, free from all encumbrances, after having the lawful physical possession Mrs. Pramila Jana also recorded her name in the office of the BL& LRO, Rajarhat vide L.R. Khatian No. 1117.

**AND WHEREAS Nandalal Jana** hereby Sold another 13 Satak "Bastu" Land equivalent to 07 Kata 13 Chittacks 38 Sq.ft. from R.S. Dag No. 217, L.R. Khatian No. 199, 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, to **Mrs. Tanuja Jana** wife of Sri. Uttam Jana [**LAND OWNER No. 1 herein**] by virtue of a Sale Deed (Bengali Kobala) **dated 09<sup>th</sup> Day of June, 1993**, 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. 96, Page from 179 to 184, Being (Deed) No. I-4403 for the year 1993, free from all encumbrances, after having the lawful physical possession Mrs. Tanuja Jana also recorded her name in the office of the BL& LRO, Rajarhat vide L.R. Khatian No. 1118.

**AND WHEREAS Nandalal Jana** also sold another **03 Chittacks- 10 Sq.ft.** "Bastu" Land land from R.S./L.R Dag No. 217, L.R. Khatian No. 199, 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, to Mrs. Meena Keshari wife of Sri. Om Prakash Keshari by virtue of a Sale Deed No. I-08311 dated 2<sup>nd</sup> day of



June, 2003, registered in the office of the A.D.S.R Bidhannagar (Salt lkae City) in the District of North 24 Parganas and recorded in Book No. I, Volume No. 468, Page from 244 to 266, , free from all encumbrances, after having the lawful physical possession Mrs. Meena Keshari also recorded her name in the office of the BL& LRO, Rajarhat vide L.R. Khatian No. 2863.

**AND WHEREAS NOW Nandalal Jana** became the sole owner of the remaining BASTU land 25 Satak in R.S. Dag No. 217, L.R. Khatian No. 199, 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.

**WHEREAS, Nandalal Jana** son of Late Hazari Lal Jana also purchased a **SHALI** land measuring **06 Satak** a little more or less from Mrs. Niroda Bala Jana wife of Late Tarini Jana comprised in **R.S. Dag No. 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 BL&LRO, Rajarhat, vide L.R. Khatian No. 199 as sole owner free from all encumbrances.

**AND WHEREAS Nandalal Jana** sold 01 Kata 04 Chittacks- 35Sq.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, to Mrs. Meena Keshari wife of Sri. Om Prakash Keshari by virtue of a Sale Deed No. I-08311 dated 2<sup>nd</sup> day of June, 2003, registered in the office of the A.D.S.R Bidhannagar (Salt lkae City) in the District of North 24 Parganas and recorded in Book No. I, Volume No. 468, Page from 244 to 266, , free from all encumbrances, after having the lawful physical possession Mrs. Meena Keshari also recorded her name in the office of the BL& LRO, Rajarhat vide L.R. Khatian No. 2863.

**AND WHEREAS Nandalal Jana** also 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, to Mr. Paritosh Gayen Son late Manindranath Gayen 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



1

ADDITIONAL REGISTRAR  
OF ASSURANCE-II, KOLKATA

29 JUN 2022

North 24 Parganas and recorded in Book No. I, Volume No. 378, Page from 256 to 273, free from all encumbrances, after having the lawful physical possession Mr. Paritosh Gayen also recorded his name in the office of the BL& LRO, Rajarhat vide L.R. Khatian No. 1126.

**AND WHEREAS** after selling to Meena Keshari And Paritosh Gayen the said Nandalal jana become the absolute owner of remaining ALL THAT 2 Satak SHALI land equivalent to 13 Chittacks and 41 Sq. Ft. comprised in R.S./L.R. Dag No. 214, L.R. Khatian No. 199 appertaining to Mouza – Dasadrone, J.L. No. 4, R. S. No. 150, Touzi No. 2998, P.S- Previously Rajarhat, Presently Baguiati, in the District 24 Parganas (North) free from all encumbrances.

**WHEREAS, Nandalal Jana** son of Late Hazari Lal Jana also purchased ALL THAT "Doba" land measuring an area of 3 Satak Equivalent to 01 Cottah 13 Chittacks 01 Sq. Ft. from Niroda Bala Jana wife of Late Tarini Jana comprised in R.S. Dag No. 218, 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, 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 while in lawful possession of the entire land the said Nandalal Jana recorded his name in the office of the BL & LRO, Rajarhat vide L.R. Khatian No. 199 as sole owner.

**AND WHEREAS,** one **PURNIMA JANA** wife of Nandalal Jana purchased ALL THAT "Danga" land measuring an area of 4 Cottahs 00 Chittacks and 00 Sq. Ft. purchased from Sri Biharilal Sardar son of late Nabin Chandra Sardar, comprised in R.S. Dag No. 224, by virtue of a Sale Deed (Bengali Kobala) Being No. 496 for the year 1979, registered in the office of the Additional District Registrar Barasat, in the District of 24-Parganas, presently North 24-Parganas and recorded in Book No. 1, Volume No. 6, Page from 282 to 287, appertaining to Mouza – Dasadrone, J.L. No. 4, R. S. No. 150, Touzi No. 2998, and while in lawful possession of the entire land, the said Purnima Jana recorded her name in the office of BL & LRO, Rajarhat vide L.R. Khatian No. 248, as sole owner.

**AND WHEREAS,** while in lawful possession of the aforesaid properties, the said Nandalal Jana died intestate on 20-01-2018 and his wife Purnima Jana died intestate on 20-05-2021 leaving behind them, their two sons namely (1) **MR. GOUTAM JANA**, son of Late Nandalal Jana & late Purnima Jana and (2) **MR. UTTAM JANA**, son of Late Nandalal Jana and Late Purnima Jana [**LAND OWNER No. 2 herein**] as their only

Class-I legal heirs and successors by operation of Hindu Succession Act, 1956 and by virtue of law of inheritance and devolution of property (1) **MR. GOUTAM JANA** and (2) **MR. UTTAM JANA** have inherited the aforesaid properties in equal share.

**AND WHEREAS**, by virtue of law of inheritance and devolution of property, the said **Mr. Goutam Jana & Mr. Uttam Jana** inherited all the afore mentioned land 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, free from all encumbrances, equally as follows:

Name	R.S. /L.R. Dag No.	L.R. Khatian No.	Area of Land	Nature of Land	Inherited From
Goutam Jana	217	199	07Kata07 Chittacks 18 Sq. ft	BASTU	Nandalal Jana
Goutam Jana	214	199	06Chittacks -43 Sq.ft.	SHALI	Nandalal Jana
Goutam Jana	218	199	14 Chittacks - 23Sq.ft.	DOBA	Nandalal Jana
Goutam Jana	224	248	2Kata 00 Chittacks - 00Sq. Ft.	DANGA	Purnima Jana
Uttam Jana	217	199	07Kata 07 Chittacks 18 Sq.ft	BASTU	Nandalal Jana
Uttam Jana	214	199	06Chittacks -43 Sq.ft.	SHALI	Nandalal Jana
Uttam Jana	218	199	14 Chittacks - 23Sq.ft.	DOBA	Nandalal Jana
Uttam Jana	224	248	2Kata 00 Chittacks - 00Sq. Ft.	DANGA	Purnima Jana

**AFTERWARDS** Mr. Goutam Jana gifted a **BASTU** land measuring **01 Cottah 8 Chittacks 00 Sq.ft.** from **R.S/LR Dag No. 217**, comprised in **L.R Khatian No. 199**, 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, to his brother **Mr. UTTAM JANA (Landowner No. 2 herein)** by executing a **Deed of Gift Vide Deed No.I-8537/2022 Dated. 22<sup>nd</sup> April, 2022** duly registered in the office of **A.D.S.R Rajarhat**, recorded in **Book No. I, Volume No.1523-2022 Pages From 358759 to 358782**, and rest land from **R.S./ L.R. Dag No. 217**, i.e. **05 Cottahs 15 Chittack 18 Square Feet** was solely enjoyed by him.

**AND WHEREAS** the **Mr. Uttam Jana [Land Owner No. 2]** had become the absolute owner by law of inheritance and by Deed of Gift as follows:

Name	R.S./ L.R. Dag No.	L.R.Khatian No.	Area of Land	Nature of Land
Uttam Jana	217	199	08Kata 15 Chittacks 18 Sq.ft.	BASTU
Uttam Jana	214	199	06Chittacks -43 Sq.ft.	SHALI
Uttam Jana	218	199	14 Chittacks - 23Sq.ft.	DOBA
Uttam Jana	224	248	2Kata 00 Chittacks - 00Sq. Ft.	DANGA

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, free from all encumbrances

**AND WHEREAS Mr. Uttam Jana (landowner No. 2)** also transferred the following lands to his two daughters **Mrs. Riya Maity and Ms. Rituparna Jana the landowner no. 3 & 4** mentioned herein, the land is 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, free from all encumbrances, the distribution of Gift as follows:

Name	R.S./LR Dag No.	L.R. Khatian No.	Area of Land	Nature of Land
Riya Maity	217	199	12 Chittacks 23 Sq.ft.	BASTU
Rituparna Jana	217	199	12 Chittacks 22 Sq.ft.	BASTU
Riya Maity	214	199	03 Chittacks - 21 Sq.ft.	SHALI
Rituparna Jana	214	199	03 Chittacks - 22 Sq.ft.	SHALI
Riya Maity	224	248	01 Kata - 00 Chittacks - 00Sq.ft.	DANGA
Rituparna Jana	224	248	01 Kata - 00 Chittacks - 00Sq.ft.	DANGA

Vide **Gift Deed No. I-8538/2022 Dated. 22<sup>nd</sup> April, 2022** duly registered in the office of the **A.D.S.R Rajarhat**, recorded in **Book No.I, Volume No. 1523-2022 Pages From 358783 to 358814.**

**WHEREAS, the Landowner No. 3 [RIYA MAITY]** is absolutely seized and possessed of or otherwise well and sufficiently entitled to :

<u>L.R. Kh.</u>	<u>R.S./LR Dag No.</u>	<u>Area</u>	<u>Classification</u>
199	217	12 Chittacks 23 Sq.Ft.	Bastu
199	214	03 Chittacks 21 Sq.Ft.	Shali
248	224	01 Cottah 00 Chittack 00 Sq.Ft.	Danga

appertaining to **Mouza - Dasadrone**, J.L. No. 4, R. S. No. 150, Touzi No. 2998, comprised in **R.S./L.R. Dag No. 217, 214,224 L.R. Khatian No. 199, 248**, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24 - Parganas, having total land **1 Cottahs 15 Chittacks 44 Sq. Ft.** free from all encumbrances.

**AND, the Landowner No. 4 [Ms. RITUPARNA JANA]** is absolutely seized and possessed of or otherwise well and sufficiently entitled to:

<u>L.R. Kh.</u>	<u>R.S./LR Dag No.</u>	<u>Area</u>	<u>Classification</u>
199	217	12 Chittacks 22 Sq.Ft.	Bastu
199	214	03 Chittacks 22 Sq.Ft.	Shali
248	224	01 Cottah 00 Chittacks 00 Sq.Ft.	Danga

appertaining to **Mouza - Dasadrone**, J.L. No. 4, R. S. No. 150, Touzi No. 2998, comprised in **R.S./L.R. Dag No. 217,214,224 L.R. Khatian No. 199,248**, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24 - Parganas, having total land **1 Cottahs 15 Chittacks 44 Sq.Ft.**, free from all encumbrances.

**AND WHEREAS** after execution of Deed of Gift to Mrs. Riya Maity and Ms. Rituparna Jana, **Mr. UTTAM JANA Landowner No. 2** herein absolutely seized and possessed of or otherwise well and sufficiently after entitled to:

<u>L.R. Kh.</u>	<u>R.S./L.R. Dag No.</u>	<u>Area</u>	<u>Classification</u>
199	217	07 Kata - 06 Chittacks 18 Sq.Ft.	Bastu
199	218	14chittack - 23Sq.ft.	Doba

appertaining to **Mouza - Dasadrone**, J.L. No. 4, R. S. No. 150, Touzi No. 2998, comprised in **R.S./L.R. Dag No. 217,218, L.R. Khatian No. 199**, P.S. Previously Rajarhat, Presently Baguiati, in the District of North 24 - Parganas, having total land **1 Cottahs 15 Chittacks 44 Sq.Ft.**, free from all encumbrances.

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 whatsoever 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. If the Developer fails to complete the construction works within the stipulated time, in such event the Developer shall be liable to pay Rs. 25,000/- (Rupees twenty five thousand) only per month till hand over of Landowner's allocation.
- 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 Owners are and shall be entitled to **50%** of the constructed space in the form of residential cum commercial flats, parking spaces **including one Commercial Shop about 300 Sq. Ft. Covered area at Ground floor 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.

**Non refundable money of i.e. Rs. 82,00,000/- (Rupees Eighty Two lakh) only shall be paid by the developer to the land owners herein as following manner:**

- (1) **Rs. 41,00,000/- (Rupees Forty one Lakh) only** simultaneously on the signing and registration of Development Agreement and Power of Attorney.
- (2) **Rs. 41,00,000/- (Rupees Forty one Lakh) only** within 1 year from the date of sanction of Building plan.

**Non refundable advance money of i.e. Rs. 82,00,000/- (Rupees Eighty Two lakh) only will be adjusted @ Rs. 2821/- per Sq. Ft. on covered area of the flat from Landowners allocation.**

Non refundable money will be paid to the Landowners as per area of their land in the following manner:

- (i) Mrs. Tanuja Jana [Land Owner No. 1] Rs. 34,00,000/- (Rupees Thirty Four Lakh) Only,
- (ii) Mr. Uttam Jana [Land Owner No. 2] Rs. 34,00,000/- (Rupees Thirty Four Lakh) Only,
- (iii) Mrs. Riya Maity [Land Owner No. 3] Rs. 7,00,000/- (Rupees Seven Lakh) Only,
- (iv) Ms. Rituparna Jana [Land Owner No. 4] Rs. 7,00,000/- (Rupees Seven Lakh) Only.

For shifting of residential accommodation an amount of Rs. 15,000/- (Rupees fifteen thousand) only will be paid by the developer to Ms. Rituparna Jana till possession of their allocation.

And for shifting of one Shop at nearby location an amount of Rs. 15,000/- (Rupees fifteen thousand) only will be paid by the Developer to Mrs. Tanuja Jana till possession of their 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 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 fail 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 agree 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 arising 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.
- (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 **20 Kata 02 Chittacks 32 Sq.ft.** a little more or less Appertaining at **Mouza - Dasadrone**, J.L No. 04, R.S. No. 150, Touzi No. 2998 comprised in **R.S. / L.R. Dag No. 217,214,218,224,**

[All the BASTU land measuring an area 16 Kata- 13Chittacks - 11 Sq.ft. in R.S./L.R. Dag No. 217 AND

All the SHALI land measuring an area 00Kata- 06Chittacks - 43 Sq.ft. in R.S./L.R. Dag No. 214, AND

All the DOBA land measuring an area 00Kata- 14Chittacks - 23 Sq.ft. in R.S./L.R. Dag No. 218, AND

All the DANGA land measuring an area 02Kata- 00Chittacks - 00 Sq.ft. in R.S./L.R. Dag No. 224, AND]

comprised in **L.R. Khatian Nos. 199, 1118, 248**, 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 Bidhananagar Muncipal 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 R.S/L.R. Dag No. 200, 221, 223  
 On the South: By R.S/L.R. Dag No. 206, 211, 212, 215, and  
 50ft. Wide Rajarhat Main Road, (Road Zone  
 Atghara Crossing to Dasodrone)  
 On the East: By R.S/L.R. Dag No. 204, 205  
 On the West: By R.S/L.R. Dag No. 225.

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

Execution and Delivery:

**SPECIFICATION**

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 Tubewell 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

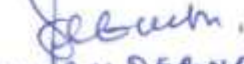
in future by the Developer for the free ingress and egress of the prospective buyers / residents of proposed buildings in this premises and or in the said amalgamated premises.

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 upkeepment of the same.

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

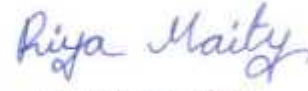
Witnesses:


1.   
**Soumen Deb Nath**  
 Netaji Pally, Manikdangard.,  
 Chhota, KOL-700111

  
 [TANUJA JANA]

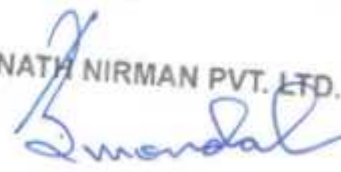
2.   
**Souvik Sarkar**  
 Hornabad - Railwa station  
 near. 743426

  
 [UTTAM JANA]


  
 [RIYA MAITY]

  
 [RITUPARNA JANA]  
 LAND OWNERS

**NIRMAN REALTY** **NIRMAN REALTY** **NIRMAN REALTY**  
    
 Partner Partner Partner

**SOMENATH NIRMAN PVT. LTD.**  
  
 Director

**CHANDRASEKHAR NIRMAN PVT. LTD.**  
  
 Director

**KEDARNATH NIRMAN PVT. LTD.**  
  
 Director

DEVELOPER

Arabled by:

  
**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. 41,00,000/- (Rupees Forty One Lakh) only** as per Memo of Consideration written hereunder.

SL. No.	Date	Bank & Branch	RTGS /Ref No.	Amount in Rs.
1.	18/04/2022	HDFC, Salt Lake Sector-II Branch	RTGS No. HDFCR520220 41861932278	Rs. 3,60,000/-
2.			VIA TDS	Rs. 40,000/-
3.	27/05/2022	HDFC, Salt Lake Sector-II Branch	RTGS No. HDFCR520220 52771286795	Rs. 3,60,000/-
4.			VIA TDS	Rs. 40,000/-
5.	27/06/2022	HDFC, Salt lake Sector- II Branch	RTGS No. HDFCR520220 62778013263	Rs. 11,70,000/-
6.			VIA TDS	Rs. 1,30,000/-
7.	27/06/2022	HDFC, Salt lake Sector- II Branch	RTGS No. HDFCR520220 62778013374	Rs. 11,70,000/-
8.			VIA TDS	Rs. 1,30,000/-
9.	27/06/2022	HDFC, Salt lake Sector- II Branch	RTGS No. HDFCR520220 62778040562	Rs. 3,15,000/-
10.			VIA TDS	Rs. 35,000/-
11.	27/06/2022	HDFC, Salt lake Sector- II Branch	RTGS No. HDFCR520220 62778070136	Rs. 3,15,000/-
12.			VIA TDS	Rs. 35,000/-
			<b>TOTAL</b>	<b>Rs. 41,00,000/-</b>

**WITNESS:**1. 2. **SIGNATURE OF LAND OWNERS**

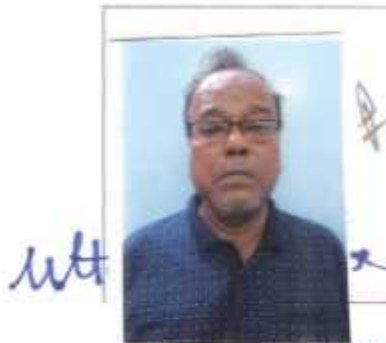
UNDER RULE 44A OF THE I.R. ACT 1908

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



ATTESTED:

Jomaya Joma



ATTESTED:

Uttam Joma



ATTESTED:

Riya Maily



ATTESTED:

Rituparna Joma

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

L.H. BOX- SMALL TO THUMB PRINTS

R.H. BOX-THUMB TO SMALL PRINTS

2

	LH					
	RH					

ATTESTED :-

*Sundal*

S

	LH					
	RH					

ATTESTED :-

*Sathi Mondal*

	LH					
	RH					

ATTESTED :-

*Smondal*





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

GRN Details

GRN: 192022230061242008 Payment Mode: Online Payment (SBI Epay)  
GRN Date: 28/06/2022 18:29:44 Bank/Gateway: SBlePay Payment Gateway  
BRN : 1907653044936 BRN Date: 28/06/2022 18:31:49  
Gateway Ref ID: 221791854297 Method: HDFC Retail Bank NB  
Payment Status: Successful Payment Ref. No: 2001964750/2/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: NIRMAN REALTY  
Address: AB 421, Suchetana Apartment, Samarpally, Krishnapur, Kol 102  
Mobile: 9830424166  
Depositor Status: Buyer/Claimants  
Query No: 2001964750  
Applicant's Name: Mr KRISHNA GOPAL TRIPATHI  
Identification No: 2001964750/2/2022  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001964750/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2001964750/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	82021
			<b>Total</b>	<b>156942</b>

IN WORDS: ONE LAKH FIFTY SIX THOUSAND NINE HUNDRED FORTY TWO ONLY.

### Major Information of the Deed










Deed No :	I-1902-07230/2022	Date of Registration	29/06/2022
Query No / Year	1902-2001964750/2022	Office where deed is registered	
Query Date	28/06/2022 5:59:47 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 : 82,00,000/-]		
Set Forth value	Market Value		
	Rs. 7,43,95,465/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 82,105/- (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:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Rajarhat Road, Road Zone : (Alghara Crossing -- Dosodrone) , Mouza: Dasadrone, , Ward No: 5 JI No: 4, Pin Code : 700136

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-217 (RS :-)	LR-1118	Bastu	Bastu	16 Katha 13 Chatak 11 Sq Ft		6,20,69,650/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
L2	LR-214 (RS :-)	LR-199	Bastu	Shali	6 Chatak 43 Sq Ft		16,03,483/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
L3	LR-218 (RS :-)	LR-199	Bastu	Doba	14 Chatak 23 Sq Ft		33,45,286/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
L4	LR-224 (RS :-)	LR-248	Bastu	Danga	2 Katha		73,77,046/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>33.2796Dec</b>	<b>0 /-</b>	<b>743,95,465 /-</b>	
		<b>Grand Total ::</b>			<b>33.2796Dec</b>	<b>0 /-</b>	<b>743,95,465 /-</b>	

**Land Lord Details :**



Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mrs TANUJA JANA</b> Wife of Mr UTTAM JANA Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office			
	29/06/2022	LTI 29/06/2022	29/06/2022	
,dashadrone, Manik Tala Khelar Math, City:- , P.O:- Rajarhat Gopalpur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AOxxxxxx3R, Aadhaar No: 36xxxxxxxx1412, Status :Individual, Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office				
2	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr UTTAM JANA</b> Son of Late NANDALAL JANA Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office			
	29/06/2022	LTI 29/06/2022	29/06/2022	
,dashadrone, Manik Tala Khelar Math, City:- , P.O:- Rajarhat Gopalpur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ANxxxxxx9P, Aadhaar No: 47xxxxxxxx7585, Status :Individual, Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office				
3	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mrs RIYA MAITY</b> Wife of Mr DEBASIS MAITY Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office			
	29/06/2022	LTI 29/06/2022	29/06/2022	
,dashadrone, Manik Tala Khelar Math, City:- , P.O:- Rajarhat Gopalpur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CVxxxxxx2P, Aadhaar No: 48xxxxxxxx4533, Status :Individual, Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	<b>Ms RITUPARNA JANA</b> Daughter of Mr UTTAM JANA Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office	 <small>29/06/2022</small>	 <small>LTI 29/06/2022</small>	 <small>29/06/2022</small>
,dashadrone, Manik Tala Khelar Math, City:- , P.O:- Rajarhat Gopalpur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BCxxxxxx1C, Aadhaar No: 50xxxxxxxx5920, Status :Individual, Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office				




**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>NIRMAN REALTY</b> AB-421, Suchetana Apartment, Samarpally, 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>CHANDRASEKHAR 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



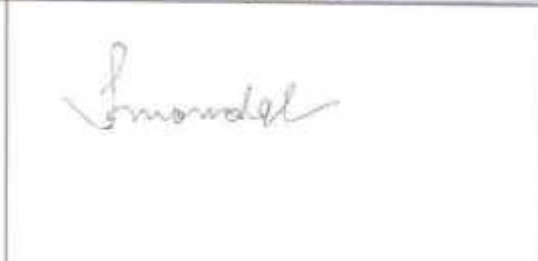
**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr BIKASH MONDAL (Presentant )</b> Son of Shri SARAT KUMAR MONDAL Date of Execution - 29/06/2022, , Admitted by: Self, Date of Admission: 29/06/2022, Place of Admission of Execution: Office	 <small>Jun 29 2022 11:32AM</small>	 <small>LTI 29/06/2022</small>	 <small>29/06/2022</small>

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.:: A1xxxxx8J,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>SATHI MONDAL</b> Wife of Shri BIKASH MONDAL Date of Execution - 29/06/2022, , Admitted by: Self, Date of Admission: 29/06/2022, Place of Admission of Execution: Office			
		Jun 29 2022 11:53AM	LTI 29/06/2022	29/06/2022

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 - 29/06/2022, , Admitted by: Self, Date of Admission: 29/06/2022, Place of Admission of Execution: Office			
		Jun 29 2022 11:53AM	LTI 29/06/2022	29/06/2022

, 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), CHANDRASEKHAR NIRMAN PRIVATE LIMITED (as Director)

#### Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr SOUMEN DEBNATH</b> Son of Mr SATYA DEBNATH NETAJI PALLY, MANIK DANGA ROAD, City:- , P.O:- GHOLA BAZAR, P.S:-Ghola, District:-North 24-Parganas, West Bengal, India, PIN:- 700111			
	29/06/2022	29/06/2022	29/06/2022

Identifier Of Mrs TANUJA JANA, Mr UTTAM JANA, Mrs RIYA MAITY, Ms RITUPARNA JANA, Mr BIKASH MONDAL, SATHI MONDAL, Mr SARAT KUMAR MONDAL

#### Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs TANUJA JANA	NIRMAN REALTY-1.73536 Dec,SOMENATH NIRMAN PRIVATE LIMITED-1.73536 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-1.73536 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-1.73536 Dec

2	Mr UTTAM JANA	NIRMAN REALTY-1.73536 Dec,SOMENATH NIRMAN PRIVATE LIMITED-1.73536 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-1.73536 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-1.73536 Dec *
3	Mrs RIYA MAITY	NIRMAN REALTY-1.73536 Dec,SOMENATH NIRMAN PRIVATE LIMITED-1.73536 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-1.73536 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-1.73536 Dec
4	Ms RITUPARNA JANA	NIRMAN REALTY-1.73536 Dec,SOMENATH NIRMAN PRIVATE LIMITED-1.73536 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-1.73536 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-1.73536 Dec

#### Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mrs TANUJA JANA	NIRMAN REALTY-0.0448307 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.0448307 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.0448307 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.0448307 Dec
2	Mr UTTAM JANA	NIRMAN REALTY-0.0448307 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.0448307 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.0448307 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.0448307 Dec
3	Mrs RIYA MAITY	NIRMAN REALTY-0.0448307 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.0448307 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.0448307 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.0448307 Dec
4	Ms RITUPARNA JANA	NIRMAN REALTY-0.0448307 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.0448307 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.0448307 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.0448307 Dec

#### Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mrs TANUJA JANA	NIRMAN REALTY-0.0935287 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.0935287 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.0935287 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.0935287 Dec
2	Mr UTTAM JANA	NIRMAN REALTY-0.0935287 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.0935287 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.0935287 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.0935287 Dec
3	Mrs RIYA MAITY	NIRMAN REALTY-0.0935287 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.0935287 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.0935287 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.0935287 Dec
4	Ms RITUPARNA JANA	NIRMAN REALTY-0.0935287 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.0935287 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.0935287 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.0935287 Dec

#### Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Mrs TANUJA JANA	NIRMAN REALTY-0.20625 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.20625 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.20625 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.20625 Dec
2	Mr UTTAM JANA	NIRMAN REALTY-0.20625 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.20625 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.20625 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.20625 Dec
3	Mrs RIYA MAITY	NIRMAN REALTY-0.20625 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.20625 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.20625 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.20625 Dec
4	Ms RITUPARNA JANA	NIRMAN REALTY-0.20625 Dec,SOMENATH NIRMAN PRIVATE LIMITED-0.20625 Dec,KEDARNATH NIRMAN PRIVATE LIMITED-0.20625 Dec,CHANDRASEKHAR NIRMAN PRIVATE LIMITED-0.20625 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. , Ward No: 5 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:- 217, LR Khatian No:- 1118	Owner:তনুজা জানা, Gurdian:উত্তম , Address:নিজ , Classification:বাত্ত, Area:0.13000000 Acre,	Mrs TANUJA JANA
L2	LR Plot No:- 214, LR Khatian No:- 199	Owner:নন্দলাল জানা, Gurdian:হাজারী লাল জানা, Address:নিজ , Classification:শানি, Area:0.02000000 Acre,	Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 218, LR Khatian No:- 199	Owner:নন্দলাল জানা, Gurdian:হাজারী লাল জানা, Address:নিজ , Classification:ডোবা, Area:0.03000000 Acre,	Seller is not the recorded Owner as per Applicant.
L4	LR Plot No:- 224, LR Khatian No:- 248	Owner:পূর্নিমা জানা , Gurdian:নন্দলাল জানা, Address:নিজ , Classification:ডাগা, Area:0.06000000 Acre,	Seller is not the recorded Owner as per Applicant.

On 29-06-2022

**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 11:17 hrs on 29-06-2022, 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 7,43,95,465/-

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

Execution is admitted on 29/06/2022 by 1. Mrs TANUJA JANA, Wife of Mr UTTAM JANA, ,dashadrone, Manik Tala Khelar Math, P.O: Rajarhat Gopalpur, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Business, 2. Mr UTTAM JANA, Son of Late NANDALAL JANA, ,dashadrone, Manik Tala Khelar Math, P.O: Rajarhat Gopalpur, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Retired Person, 3. Mrs RIYA MAITY, Wife of Mr DEBASIS MAITY, ,dashadrone, Manik Tala Khelar Math, P.O: Rajarhat Gopalpur, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession House wife, 4. Ms RITUPARNA JANA, Daughter of Mr UTTAM JANA, ,dashadrone, Manik Tala Khelar Math, P.O: Rajarhat Gopalpur, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by Profession Service

Identified by Mr SOUMEN DEBNATH, , Son of Mr SATYA DEBNATH, NETAJI PALLY, MANIK DANGA ROAD, 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 29-06-2022 by Mr SARAT KUMAR MONDAL, Director, CHANDRASEKHAR 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, Suchetana Apartment, Samarpally, Flat No: G/A, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102

Identified by Mr SOUMEN DEBNATH, , Son of Mr SATYA DEBNATH, NETAJI PALLY, MANIK DANGA ROAD, 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 29-06-2022 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, Suchetana Apartment, Samarpally, Flat No: G/A, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102

Identified by Mr SOUMEN DEBNATH, , Son of Mr SATYA DEBNATH, NETAJI PALLY, MANIK DANGA ROAD, 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 29-06-2022 by 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, Suchetana Apartment, Samarpally, Flat No: G/A, City:- , P.O:- Krishnapur, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700102

Identified by Mr SOUMEN DEBNATH, , Son of Mr SATYA DEBNATH, NETAJI PALLY, MANIK DANGA ROAD, 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 82,105/- ( B = Rs 82,000/- ,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 82,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/06/2022 6:31PM with Govt. Ref. No: 192022230061242008 on 28-06-2022, Amount Rs: 82,021/-, Bank: SBI ePay ( SBIePay), Ref. No. 1907653044936 on 28-06-2022, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 74,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 19215, Amount: Rs.100/-, Date of Purchase: 06/06/2022, Vendor name: J CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/06/2022 6:31PM with Govt. Ref. No: 192022230061242008 on 28-06-2022, Amount Rs: 74,921/-, Bank: SBI EPay ( SBlePay), Ref. No. 1907653044936 on 28-06-2022, Head of Account 0030-02-103-003-02

7702

**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 278421 to 278468  
being No 190207230 for the year 2022.



Digitally signed by SATYAJIT BISWAS  
Date: 2022.07.08 14:30:11 -07:00  
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2022/07/08 02:30:11 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.

**(This document is digitally signed.)**