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भारतीय गैर न्यायिक INDIA NON JUDICIAL

एक हजार रुपये

ONE THOUSAND RUPEES

रु.1000

Rs.1000

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

N 923098

Q-283519/17

18/8/17

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7:00 P.M

Certified that the document is admitted to registration. The Signature Sheet and endorsement Sheet which are attached in this document are the part of this document

A.D.S.R., Howrah

22 AUG 2017

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 18th day of August, 2017.

18 AUG 2017

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Dayan w B-dia



4242

N. B. Highrise Pvt Ltd.
 17 AUG 2017
 SURANJAN MUKHERJEE
 Licensed Stamp Writer
 2 & 3, K. S. Road, Howrah, West Bengal

10/19 Guha Rd.
 Howrah, 71110,

Dayan w B-dia



4252

17 AUG 2017

Soniya Barwaria



4253

Prabhu Dayal Barwaria



4254

Ramesh Kumar



4251

Lalit Kumar Gargal



Sub-Registrar, Howrah

18 AUG 2017

Manoj Dasgupta
 Dipan Dasgupta
 Manoj Dasgupta, 10/19 Guha Rd,
 Howrah, West Bengal - 71110

BETWEEN

1) **SRI PRABHU DAYAL BARWARIA**, son of Late Munindra Barwaria, PAN - **ADRPB6617N**, by faith Hindu, by Nationality Indian, by occupation Business, residing at 49B, Dwarik Jungle Lane, P.O. Bhadrakali, P.S. Uttarpara, Dist. Hooghly, Pin Code - 712 232, 2) **SMT. SONIYA BARWARIA**, wife of Sri Hemant Barwaria, PAN - **AFTPJ4342Q**, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 49B, Dwarik Jungle Lane, P.O. Bhadrakali, P.S. Uttarpara, Dist. Hooghly, Pin Code - 712 232, 3) **SRI DEEPAK KUMAR PADIA**, son of Sri Hari Ram Padia, by faith Hindu, by Nationality Indian, by occupation business having its PAN NO **AFTPP6004P** residing at 51/1/A/10, RabindraSarani, Post Office and P.S Liluah, Dist Howrah - 711204 and 4) **SRI RAKESH AGARWAL** having PAN No. **ALSPA3151F** son of Sri Shrawan Kumar Agarwal, by faith Hindu, by Nationality Indian, by Occupation – Business, residing at 15/4B, Debi Mandir Lane, P.O. and Police Station – Liluah, District – Howrah – 711204 hereinafter jointly called and referred to as the **"OWNERS/VENDORS"** (which term and expression shall unless excluded by and/or repugnant to the subject or context be deemed to mean and include their respective legal heirs, successors, representatives, nominees, executors, administrators and assign of the **"FIRST PART"**.

AND

N.B.HIGHRISE PRIVATE LIMITED (PAN NO – **AADCN8839N**) having its office at 10/19, Guha Road, P.S- Ghosuri, P.S- Belur, Howrah – 711 107

represented by its director (1) **SAYAN BISWAS (PAN NO - BSEBP8387C)** son of Sri Samar Biswas, residing at 6/2/B/1, Raj Krishna Kumar Street, P.O & P.S- Belur, District Howrah - 711 202 and (2) **LALIT KUMAR GOYAL (PAN NO - AENPG8120N)** son of Sri Bajrang Lal Agarwal of 51, Vivekananda Road, P.O - Liluah - P.S - Belur, District - Howrah - 711204 hereinafter jointly called and referred to as the **'DEVELOPER'** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective Successor-in-office, legal representatives and assigns) of the **"SECOND" PART**.

WHEREAS one Ganpatram Kayan and one Ramnarain Kayan were the owners and seized and possessed of all that piece and parcel of land under Mouza Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. Dag nos. 2342, 2347, 2343 & 2348, R.S. Khatian nos. 1083 & 4115, J.L. no. 12 being Premises No. 2, Kumar Para Lane, within the Bally Municipality and enjoying the right, title and interest thereof free from all sorts of encumbrances, charges, liens, lispendens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever and without any obstruction, disturbances in any manner whatsoever and in any corner whatever.

AND WHEREAS by a Deed of Partition dated 9th March, 1949 made between the said Ramnarain Kayan and the heirs of the said Ganpatram Kayan the said Premises No. 2, Kumar Para Lane, was allotted to Ramnarain Kayan.

AND WHEREAS the said Ramnarain Kayan died intestate on the 16th day of

March, 1960 leaving behind him surviving his widow and three sons namely Mani Devi Kayan, Jamnadar Kayan, Kesho Prasad Kayan and Biswanath Kayan as his legal heirs and successors and thus they became the joint owners of the said Premises No. 2, Kumar Para Lane as per the Law of Inheritance.

AND WHEREAS the said Jamnadar Kayan, Kesho Prasad Kayan, by an Indenture of Sale dated 6th day of August, 1966 sold, transferred and conveyed their undivided $\frac{1}{2}$ share of land out of the land measuring about 5 Bighas 3 Cottahs 5 Chittaks of premises no. 2, Kumar Para Lane, Mouza - Liluah, within Bally Municipality, P.S. Bally, Dist. Howrah, to one Shree Vishnu Rolling Mills against valuable consideration mentioned in the said Deed and the said Sale Deed was registered in the office of the Registrar of Calcutta and recorded the same in Book No. 1, Volume No. 100, Pages 283 to 290 Being No. 4237 for the year 1966 and by virtue of the said purchase the aforesaid Shree Vishnu Rolling Mills became the absolute owner and possessor of the said property.

AND WHEREAS the said Biswanath Kayan and Smt. Mani Devi Kayan, by an Indenture of Sale dated 8th day of August, 1966 sold, transferred and conveyed their undivided $\frac{1}{2}$ share of land out of the land measuring about 5 Bighas 3 Cottahs 5 Chittaks in premises no. 2, Kumar Para Lane, Mouza-Liluah, within Bally Municipality, P.S. Bally, Dist. Howrah, to one Shree Vishnu Rolling Mills against valuable consideration mentioned in the said deed and the said Sale Deed was registered in the office of the Registrar of Calcutta and recorded the same in Book No. 1, Volume No. 127, Pages 207 to 214 Being No. 4248 for the year

1966 and by virtue of the said purchase the aforesaid Shree Vishnu Rolling Mills became the absolute owner and possessor of the said property.

AND WHEREAS by the aforesaid two sale Deeds the said Shree Vishnu Rolling Mills became the sole and absolute owner of all that piece and parcel of land hereditaments and premises measuring 5 Bighas 3 Cottahs 5 Chittaks of Mouza- Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. Dag nos. 2342, 2347, 2343 & 2348, R.S. Khatian nos. 1083 & 4115, J.L. No. 12 being Premises No. 2, Kumar Para Lane, within the ambit of Bally Municipality.

AND WHEREAS the Shree Vishnu Rolling Mills while seized and possessed and/or well and sufficiently entitled to ALL THAT piece and parcel of land measuring about an area a little more or less 5 Bighas 3 Cottahs 5 Chittaks lying and situated at Mouza-Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. Dag nos. 2342, 2347, 2343 & 2348. R.S. Khatian nos. 1083 & 4115, J.L. no. 12 being Premises No. 2, Kumar Para Lane, within the Bally Municipality, started enjoying the right, title and interest hereof free from all sorts of encumbrances, charges, liens, lispens, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions without any obstruction, disturbances in any manner whatsoever.

AND WHEREAS the 1) **DEEPAK KUMAR PADIA**, (2) **ADITYA KUMAR RUNGTA (HUF)** represented by its Karta namely Aditya Kumar Rungta, **AND** (3) **AJAY KUMAR RUNGTA** has entered into a agreement for sale on 28th March, 2012 for purchasing the entire property ALL THAT piece and parcel of

land measuring about an area a little more or less 5 Bighas 3 Cottahs 5 Chittaks lying and situated at Mouza - Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. Dag nos. 2342, 2347, 2343 & 2348. R.S. Khatian nos. 1083 & 4115, J.L. no. 12 being Premises No. 2, Kumar Para Lane, within the Bally Municipality mentioned in the hereunder on certain terms and conditions mentioned therein and accordingly the **(1) DEEPAK KUMAR PADIA, (2) ADITYA KUMAR RUNGTA (HUF)** represented by its Karta namely Aditya Kumar Rungta, AND **(3) AJAY KUMAR RUNGTA** have got the name mutated of Shree Vishnu Rolling Mills before the Concerned B.L.&L.R.O records and new Khatian No 6900 was allotted.

AND WHEREAS as per the terms and conditions of the agreement for sale dated 28th March, 2012 **(1) DEEPAK KUMAR PADIA, (2) ADITYA KUMAR RUNGTA (HUF)** represented by its Karta namely Aditya Kumar Rungta, and **(3) AJAY KUMAR RUNGTA** decided to nominate the name of the purchasers to sell a portion of the property and the same was accepted by the Shree Vishnu Rolling Mills.

AND WHEREAS Shree Vishnu Rolling Mills being the owner of the property and as per the terms and conditions of the agreement for sale dated 28th March, 2012 **(1) DEEPAK KUMAR PADIA, (2) ADITYA KUMAR RUNGTA (HUF)** represented by its Karta namely Aditya Kumar Rungta, and **(3) AJAY KUMAR RUNGTA** as a confirming party sold **ALL THAT** a portion of land measuring an area a little more or less 7431 sqft is equivalent to 10.32 Cottahs

lying and situated at Mouza -Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. Dag nos. 2343 (Danga) admeasuring an area about 7431 sqft under R. S. Khatian nos. 1083 & 4115 (old) 6900 (new) J.L. no. 12 being Premises No. 2, Kumar Para Lane, within the Bally Municipality at present under Howrah Municipal Corporation morefully described in **FIRST SCHEDULE** hereunder and hereinafter referred to as the "**SAID PROPERTY**" out of ALL THAT piece and parcel of land measuring about an area a little more or less 5 Bighas 3 Cottahs 5 Chittaks lying and situated at Mouza- Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. Dag nos. 2342, 2347, 2343 & 2348. R.S. Khatian nos. 1083 & 4115, J.L. no. 12 being Premises No. 2, Kumar Para Lane, in favour of the Vendor's herein for a valuable consideration through a registered Deed of Conveyance duly registered with the office of Addl. District Sub Registrar Howrah and recorded in Book No.1, CD volume No.19, pages 2925 to 2957 being Deed No.09288 for the year 2012.

AND WHEREAS after the aforesaid purchase **ADITYA KUMAR RUNGTA (HUF)** represented by its Karta namely Aditya Kumar Rungta, and **AJAY KUMAR RUNGTA**, mutated their name before the Bally Municipality and accordingly the said property was renumbered as 2/A, Kumar Para Lane and it was also mutated before the B.L.& L.R.O office under L.R. Khatian No - 7104, 7105.

AND WHEREAS by inadvertence and bonafide mistake of 'copy and paste' from another deed of adjacent plot which was executed in and around the same

time and drafted in the office of the same advocate, the northern boundary of the said property was wrongly written as 'municipal drain' which, in fact, was the northern boundary of adjacent Plot No. B, now belonging to Sri Deepak Kumar Padia and Others and also the eastern and western boundaries were interchanged by mistake in the schedule of the said registered Deed No.9288 of 2012 although the area and layout of the said property has been correctly mentioned in the deed and the correct boundaries have been depicted in the plan annexed to the said registered Deed No.9288 of 2012.

AND WHEREAS ADITYA KUMAR RUNGTA (HUF) represented by its Karta namely Aditya Kumar Rungta, and **AJAY KUMAR RUNGTA** has agree to sell and the Vendors herein agrees to purchase **ALL THAT** a land admeasuring an area a little more or less 7431 sqft is equivalent to 10.32 Cottahs lying along with R.T Structure 150 sqft and situated at Mouza - Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. and L.R Dag nos. 2343 admeasuring an area about 7431 sqft under R.S. Khatian nos. 1083 & 4115 (old) 6900 (new) under L.R Khatian No - 7104, 7105 in J.L. no. 12 being Premises No. 2/A. Kumar Para Lane, within the Bally Municipality at present under Howrah Municipal Corporation Ward No - 66 morefully described in the **FIRSTSCHEDULE** hereunder for a valuable consideration and it was duly registered before the office of the Additional District Sub Registrar, Howrah being Deed No - 050206529 for the year 2016 Volume No. 0502-2016 Page from 173795 to 173845 free from all sorts of encumbrances, charges, liens.

Lispendens, Demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions without any obstruction, disturbances in any manner whatsoever

AND WHEREAS

- A. After the aforesaid purchase the Owners have duly applied for mutation of their names in the records of Howrah Municipal Corporation AND before the concerned B.L.R.O as the Owners of the said Premises and accordingly new holding number was allotted khatian no was allotted i.e 8853, 8852 , 7103, & 8851.
- B. The Owners intends to construct residential building on their said land for which the DEVELOPER has approached the Owners for construction of new building. The DEVELOPER has agreed to develop the said premises on the terms and conditions hereinafter contained.
- C. The Owners have also held out represented before and assured the Developer, inter alia, as follows:
- I. The Owners are the full and absolute Owners of the **FIRST SCHEDULE** mentioned hereunder free from all encumbrance and liabilities whatsoever;
 - II. The said premises and every part thereof is free from all encumbrances, mortgages, charges, leases, tenancies, occupancy rights, liens, lispendense, attachments, acquisition, requisition, alignment, claims, demands and liabilities of whatsoever or howsoever nature and the Owners are in 'Khas' and absolute possession of the entirety of the said

premises.

- III. Save and except the Owners no person has or can claim any right, title, interest or share whatsoever or howsoever in the said premises or any part thereof.
- IV. There is no suit or proceeding pending against the Owners regarding the title of the said premises or any part thereof or otherwise relating to the said premises or any part thereof.
- V. There is no other subsisting Development agreement or agreement for sale or otherwise for transfer of the said premises or any part thereof nor any Power of Attorney or any other document concerning the said premises or any part thereof in favour of any person nor have the Owners otherwise dealt with the said premises or any part thereof or accepted any earnest money or consideration there against from any other person.
- VI. That there is no difficulty in the Owners complying with the terms and conditions hereunder agreed to be observed fulfilled and performed by them.
- D. The Developer has gone through before the signing of these presents the title deeds and other relevant documents of the said premises with regard to the title of the property and nature of the land and assured the Owners that Developer is satisfied about the same and in no manner the Developer shall raise any objection in the future with regard to the documents of the said premises and the same shall not obstruct the

Developer in any manner to construct the Multi storied residential building in the said premises and based on the such assurances and representation from the Developer the Owners has decided to enter into this presents.

- E. The parties hereto have jointly decided to reduce in writing being these presents the terms and conditions so mutually agreed upon by and between them.

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

1. In this Agreement unless there be something contrary or repugnant to the subject or contest:
 - a) **PREMISES** shall mean **ALL THAT** piece and parcel of a land admeasuring an area a little more or less 7431 sqft is equivalent to 10.32 Cottahs lying along with R.T Structure 150 sqft and situated at Mouza - Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. and L.R Dag nos. 2343 admeasuring an area about 7431 sqft under R.S. Khatian nos. 1083 & 4115 (old) 6900 (new) under L.R Khatian No - 7104, 7105 & 8853, 8852, 7103, & 8851 in J.L. no. 12 being Premises No. 2/A. Kumar Para Lane, within the Bally Municipality at present under Howrah Municipal Corporation Ward No - 66 as morefully and particularly described in the **FIRST SCHEDULE** hereunder written.

- b) **ARCHITECT** shall mean the any person or firm appointed by the DEVELOPER.
- c) **BUILDING** shall mean mainly the new residential building to be constructed by the DEVELOPER.
- d) **UNIT PURCHASERS/HOLDERS** shall mean all persons, who purchase or agree to purchase and be in possession of the units in the building with or without car parking spaces (including the Owners and the developer if they or any one of them retain any one or more Units out of their respective allocations hereunder for their own respective use).
- e) **COMMON AREAS INSTALLATIONS AND FACILITIES** shall mean and include the pathways, passages, driveway, lobby, corridors, stairways, landings, lift shaft, lifts machine room with all equipment's and accessories, rooms for water pump, association, deep tube-well (if provided), overhead water tank, water pump with motor, electrical, plumbing and other installations and facilities in or for the building for being used in common by the Unit Holders as morefully described in the **SECOND SCHEDULE** hereunder written.
- f) **PLAN** shall mean the plans, drawings and specifications of the building as be caused to be prepared by the Architect to be appointed by DEVELOPER and sanctioned by the Howrah Municipal Corporation and/or Competent Authority.
- g) **OWNERS'S ALLOCATION/AREA** shall mean divided and demarcated 8920 sq.ft area (40%) out of the total constructed area of 22300sq.ft (including common areas) as per the assurance of the Developer and if the Developer fails to

construct the above mentioned area then also the Owners shall be provided with 8920 Sq.ft area and it has been further agreed by the Developer as mentioned hereunder:--

- i. The Developer herein assures and agreed that after the construction of the 22300 Sq.ft area if any additional area is constructed then the Owners Shall be entitled to get additional area at the ratio of 31% which shall be calculated after the 22300 sqft constructed area accordingly in the said premises and also in the common areas, installations and facilities attributable to the Units comprised in the Owners Allocation TOGETHER WITH will all other common amenities like roof, lift, water tank, etc. of the building.
- h) **DEVELOPER'S ALLOCATION/AREA** shall mean the divided and demarcated entire remaining area of the total constructed area after making the adjustments of the Owners allocation as detailed in Clause (g) herein above and shall belong exclusively and absolutely to the DEVELOPER and also in the common areas installations and facilities attributable to the DEVELOPER'S Allocation.
- i) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep security and administration of the building and other common purposes and rendition or services in common to the Unit Purchasers/holders after the delivery and/or possession of the flat and/or apartments to respective purchaser as morefully described in the **THIRD**

SCHEDULE hereunder written;

- j) **COMMON PURPOSES** shall mean and include the purposes of managing, maintaining, up-keeping, administering and security of the building and in particular the common areas installations and facilities, rendition of common services in common to the Unit Purchasers/holders, collection and disbursement of common expenses and dealing with all matters of common interest of the Unit Purchasers/holders.
- k) **UNITS** shall mean all the residential apartments and other constructed areas in the Building capable of being held, occupied and used as exclusive and independent residential flat/apartment.
- l) **PARKING SPACE** shall mean the space in the ground floor of the building as also at the open land (i.e. land open to sky) at the ground level surrounding the building capable of being parked therein or thereat motor cars and two wheelers.
- m) **BUILT-UP AREA** in respect of any unit shall mean the plinth area of such Unit and include, inter-alia, the area of the balconies, if any, attached thereto, the thickness of the external and internal walls thereof and columns therein **PROVIDED THAT** if any wall or column be common between two units then only one-half of the area under such wall or column be included in each such Unit.
- n) **PROPORTIONATE or PROPORTIONATELY or PROPORTIONATE SHARE** according to the context shall mean the proportion in which the built-

- up area of any Unit may bear to the built-up area of all Units in the building.
- o) **ROOF RIGHT** shall mean common right between the Owners and Developer and the same will be proportionate to Owners and developer according to these presents. Be it mentioned here that all purchasers deriving interest in the said property shall have common right over the roof in accordance with the provision contained under West Bengal Apartment Ownerssship Act. 1972.
- p) **DISPUTES OR DIFFERENCES between the parties to be referred to an ARBITRATOR.** The arbitrator to be appointed shall be appointed by the mutual consent of the Owners & the DEVELOPER for settlement of the disputes between both the PARTIES and award of the Arbitrator so appointed shall binding upon both the parties and final.
2. The Owners doth hereby permit and grant exclusive right to the DEVELOPER to build a multistoried residential building, the said premises described in the FIRST SCHEDULE hereunder written.
3. It has been agreed by the Owners as proposed by the Developer that for obtaining additional floor area construction in the said premises, the Developer has been empowered to amalgamate the said premises with the adjacent plot.
4. The DEVELOPER may sell or otherwise transfer or dispose of the DEVELOPER's Allocation as well as the Owners Allocation to the person or persons desirous of owning or otherwise acquiring the same, for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
5. With the execution of these presents, the DEVELOPER shall be deemed to be

in possession of the said premises for the purpose of developing the premises by carrying out the work of construction at the said premises. Since time in this regard shall be of essence to the contract. Until the time the plan is sanctioned, the said Property shall remain in possession of the Owners.

6. Subject to the Owners timely complying with his obligations, the DEVELOPER shall sanction the plan for construction of the Building from Howrah Municipal Corporation at its own cost and Owners shall extend all necessary cooperation in this regard.

6.1 At the time of preparing and obtaining the plan for construction of the Building, the DEVELOPER shall make all best possible efforts to avail of/utilize the maximum permissible FAR (Floor Area Ratio) available on the said premises for residential building .

6.2 The Owners shall bear, and pay all amounts of outstanding rates and taxes of the premises, till the execution of this presents.

6.3 The DEVELOPER shall be liable to bear all the rates and taxes with regard to the property including the salaries of Durwans and/or Security Guard etc.

6.4 All fees of the Architect/s for the entire (including for preparation of plan and drawings) and all fees cost and charges payable to the Howrah Municipal Corporation for sanction of plan for the Building shall be borne and paid by the DEVELOPER.

6.5 For the purposes connected with the preparation, submission and

sanctioning of the plans, the Owners shall render all co-operation and assistance to the DEVELOPER in getting the premises surveyed and soil thereof tested and shall sign, execute and deliver and submit all papers, plans, applications, documents, powers and authorities and produce the title deeds and other papers and documents relating to the said premises as may from time to time be required of by the DEVELOPER and/or the Architects.

- 6.6 It has been assured by the Developer to the Owners that the Construction work at the said premises shall start within One month from the date of plan being sanctioned by the competent authority without any default and/or failure.
7. The DEVELOPER shall, at its own costs and expenses construct the Building at the said premises in accordance with the plan has been sanctioned by the Howrah Municipal Corporation with all modifications thereof and/or alterations thereto as the DEVELOPER may deem fit and proper.
- 7.1 The DEVELOPER shall construct the new Building in good substantial and workman like manner and use new and good quality of materials. The quality of materials shall be such as may from time to time be recommended by the Architects but the Owners has a right to inspect the quality of materials and to raise objection if it is not as per the Specifications. The specifications of construction of the Building and the fittings fixture facilities and amenities to be provided therein shall be such

as are mentioned in the **FOURTH SCHEDULE** hereunder written.

- 7.2 The DEVELOPER shall apply for and obtain connections for water, electricity, drainage, sewerage and other inputs utilities and facilities from State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the Building at its own costs and expenses either in the name of the DEVELOPER and/or the Owners.
- 7.3 The DEVELOPER shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building and obtaining inputs, utilities and facilities therein as stated hereinabove and the Owners agrees to execute such papers and documents and do such other acts deeds and things as be reasonably required by the DEVELOPER therefore.
- 7.4 The Owners agrees and covenants with the DEVELOPER not to cause any interference or hindrance, if the construction work goes on satisfactory of the proposed Building at the premises by the DEVELOPER and not to do any act, deed of thing whereby the rights of the DEVELOPER hereunder may affected or the DEVELOPER is prevented from making or proceeding with the construction of the Building or selling or otherwise transferring the DEVELOPER'S and Owners Allocation.
- 7.5 For the purpose of construction of the Building, the DEVELOPER shall

be entitled to appoint engage and employ such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards and other staffs and employees and at such remuneration and on such terms and conditions as be deemed necessary by the DEVELOPER. Such employees shall be the employees of the DEVELOPER and the Owners shall not in anyway be liable or responsible for their salaries, wages, remuneration etc.

- 7.6 The DEVELOPER shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed Building and shall not violate any Corporation and/or Corporation or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of new buildings. The DEVELOPER shall indemnify the Owners against all liabilities, losses, claims or proceedings whatsoever arising by common law or by statute including in respect of injury or the death of any person whosoever arising out of or in course of or caused by the execution of the work envisaged hereunder.
- 7.7 The Developer hereby undertake to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer actions with regard to the matter of construction of the said building and/ or for any defect therein.
- 7.8 The Developer hereby undertake to keep the Owners indemnified against

all third party claims and actions arising out of any sort of act omission of commission of the Developer in or relating to the construction of the said building.

8. The Developer shall not be entitled to obtain loans or project loans from any Bank, Financial Institution etc. for development of the said Premises on security or charge or mortgage the scheduled property and such other securities and guarantees as may be required by the Lender. The Owners/Vendors hereby does not authorize the Developer in any manner for obtaining such loan and creating charge on the said premises or to place the same as security. However, all the liabilities of refund of the said loan shall be that of the Developer only, inspite of such if any such loan is taken by the Developer then the Owners shall not be held liable in any Circumstances and the same will be at the sole risk of the Developer and the Lender.
9. The DEVELOPER shall be at liberty to negotiate with the prospective buyers of the with the Owners and DEVELOPER'S Allocation and enter into agreements or otherwise transfer of units, car parking spaces and other constructed areas constituting and comprising in the Owners and DEVELOPER'S Allocation, as the DEVELOPER may deem fit and proper (but not inconsistent with the terms and, conditions herein contained as regards the user and maintenance of the building) and realize and appropriate the proceeds and other amounts receivable therefore and the Owners shall not raise any dispute or objection to the acts, deed and things done by the DEVELOPER

to its benefit and interest with regard thereto and shall have no concern therewith.

10. The party of the First Part /Owners agreed to authorize and assist, in case of necessity in favour of the present DEVELOPER of the Second Part or its nominee or agent, as the case may be, inter - alia authorizing and empowering it or its authorized officer to do all acts, deeds and things, as may be necessary to pursue the matter before all the statutory bodies in getting the plan sanctioned and necessary permission from the appropriate departments, if so required on or before submissions of the proposed building plan and also for implementing this Agreement including absolute right of dealing with the Developer's share or allocation along with Owners Share and allocation, however the Developer shall be bound to pay the entire Consideration amount in respect of the Owners allocation in pursuance to Clause (g) prior to any transfer to Third Party and/or purchasers. However the Developer will be at liberty to enter into any agreement for sale with the prospective buyer/buyers.
11. In case any of the unit purchasers/holders and/or other persons commits any default or breach of his/her/their agreement for acquiring the built up space comprised in the Owners Allocation and DEVELOPER'S Allocation then in that event the DEVELOPER shall be at liberty to terminate such agreement for and on behalf of itself and/or the Owners and to deal with the space and firths of such defaulting purchaser in such manner as the DEVELOPER may deem fit and proper. All losses and incomes accruing in respect thereof shall be for

and to the account of the DEVELOPER. The built up space constructed for and on behalf of such defaulting purchaser/unit holder shall be and be deemed to be the property of the DEVELOPER and which shall be dealt with by the DEVELOPER in such manner as the DEVELOPER may deem fit and proper and the Owners shall have not concern therewith and the DEVELOPER shall keep the Owners saved, harmless and indemnified in respect of all losses and liabilities arising out of the aforesaid.

12. The Owners hereby agrees and covenants with the DEVELOPER as follows:-
 - 12.1 Not to cause any interference or hindrance or obstruction in the construction of the proposed Building at the premises by the DEVELOPER and/or its agents.
 - 12.2 To render necessary co-operation and assistance to the DEVELOPER in construction and completion of the proposed building.
 - 12.3 Not to do any act, deed or thing whereby the DEVELOPER be prevented from selling, transferring, dealing with or disposing of the DEVELOPER'S and Owners Allocation or any part thereof.
 - 12.4 Not to let out, grant, lease, mortgage, charge or otherwise encumber the said premises or any part thereof
 - 12.5 The DEVELOPER shall pay Owners a sum of Rs 14,00,000/- (Rupees Fourteen Lakh) only as and by way of interest free security deposit at the time of execution of these presents and the said interest free security

deposit shall be returned to the Developer after completing the construction and delivery of peaceful possession of the Owners Allocation.

13. The Developer shall not use the said property for installation of any mobile tower and/or installation, etc and the Developer shall construct and sold the said property for the residential and commercial purpose only.
14. The DEVELOPER shall as per the specifications specified hereunder written (including sewerage, drainage, water and permanent electric connections and installation and making operative of the lifts) and complete the construction within period of 48 (Forty-Eight) months from the date of execution of this presents and /or shall pay the Owners in pursuance to clause (g) in respect of his allocation within 48 months without any delay or default.
15. In the event the DEVELOPER fails to make the full consideration amount or deliver the possession in respect of the Owners Allocation as stipulated and detailed in Clause (g) within period of 48 (Forty-Eight) months from the date of the execution of this presents then the Developer will be liable to pay Rs 56,000/- (Rupees Fifty Six Thousand Only) per month as penalty to the Owners/Vendors till the delivery of the possession or till the payment of the entire consideration money in respect of Owners Share of Allocation accordingly.
16. it has been clearly agreed and understood between the Owners and the Developer that the Owners shall not be held liable in respect of the

consideration money received from the respective purchasers against Owner's share of allocation in any manner and the Developer shall be solely liable and answerable for the same

17. For the purpose of maintenance, management, upkeep, protection and administration of the building and the said premises and rendition of the services in common to the Unit Purchasers/ Holders of the said building and doing all other acts, deeds and things for the common purposes, the parties hereto shall form or cause to be formed an Association or Society or Syndicate of the Unit Purchasers/ Holders
18. All rules and regulations of such Association including regarding usermaintenance, management, upkeep, protection and administration of the building, taking of deposits on account of maintenance charges/ common purposes shall be decided by the DEVELOPER and the Owners jointly in consultation with each other.
19. The said building shall bear such name as shall be decided by the DEVELOPER and OWNERS jointly.
20. The Development Agreement is given on a personal basis and the Developer will not be entitled to transfer the benefit of this agreement and/ or not to let out and/ or mortgage and/ or create any charge and/ or any third party interference in the said premises to anybody else in any manner whatsoever.
21. That the Developer shall not use the said premises for any illegal and/ or immoral activities to be carried out in any manner in the said premises.

22. All agreements, sale deed and other documents for sale or otherwise transfer all the respective allocations of the parties hereto shall be prepared by the DEVELOPER and Owners mutually, but shall be subject to the terms and conditions contained in this agreement.
23. It is understood that to facilitate the construction of new building by the DEVELOPER and for obtaining necessary connections and utilities therein or therefore, various acts, deeds, matters and things not herein specified may be required to be done by the DEVELOPER and for which the DEVELOPER may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deed, matters and things as may be reasonably required by the DEVELOPER to be done in the matter and the Owners shall authorize as may be reasonably required by the DEVELOPER for the purpose of obtaining sanction Plan, Electricity connection, water connection, etc.
24. The Developer shall pay and bear all statutory liabilities and taxes in respect of the said premises from the date of the execution of this Agreement including any liability under the Income Tax Act or otherwise till the Completion Certificate of the building is obtained from the concerned authority.
25. The Developer shall comply with relevant provisions of the Law in relation to this Agreement The Developer shall duly indemnify and keep the Owners

saved, harmless and indemnified in respect of the liabilities of the Developer including any other liabilities which may be found due and payable by the by virtue of execution of these presents as well as towards Income Tax under the relevant Laws as aforesaid and all claims demands, costs, expenses, actions and proceedings arising due to non-payment thereof till the Assessment of the Building and/or any other Clearances required for the time being in force in respect of the constructed building is obtained from the concerned authority.

- 25.1 It is specifically agreed that no obligation of any nature whatsoever of the Developer shall be incurred upon the Owners, of the prospective purchasers of the Developer and it shall be the obligation of the Developer alone to comply with and carry out the agreement or letter of allotment writings and documents with the respective persons.
- 25.2 It is also agreed that the Developers shall be entitled to receive and retain with them all the moneys from the persons to whom the said premises are sold or allotted as the case may be in the buildings to be constructed by the Developer on the said property and to appropriate the same in such manner as the Developers may deem fit but shall be subject to the payment as stipulated in Clause (g) of this presents.
- 25.3 All the moneys which shall be received by the Developers from such persons shall belong to the Developers but shall be subject to the provisions of Clause (g) and will be received by them on their own account.

- 25.4 The Owners shall also not be liable or responsible to any such persons so far as the said moneys are concerned either for refund thereof or for any mis-application or non-application thereof or part thereof.
- 25.5 This provision shall be specifically brought to the notice of all such purchasers, tenants, lessees, licensees etc. in the Agreement or letters of allotments entered into or passed to them
26. The Developer is aware of the fact that at present there is no proper access to the property to be developed and the Developer has agreed to construct a passage thereby facilitating an access to the property hereby agreed to be developed at the Developer own costs and expenses and under no circumstances, the Developer shall cancel these presents on the ground of non-availability of access as it is agreed by the Developer that he shall bear the costs of the access.
27. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure, FORCE MAJEURE shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, air raid or any other Act of God affecting the public in general.
28. Time in all respects herein shall be as of essence to the contract.
29. If any breach of trust/illegality is committed by the Developer and/or the Developer fails to perform the obligations as contained in these presents of any

nature then the Owners shall have absolute authority and full liberty to terminate this Development Agreement and the Owners shall be at liberty to claim all such losses and damages suffered including all expenses incurred by virtue of these presents accordingly and the Developer shall reimburse the same without any objection and/or the same shall be adjusted from the interest free security deposit held by the Owners.

- 29.1 It has also been agreed by the Developer upon such termination the Developer will not be entitled to claim and/or demand any such losses and damages suffered including all expenses incurred by virtue of these presents and accordingly the same will be applicable in case the Owners breaches the trust/illegality and/or the Owners's fails to perform the obligations as contained in these presents.
30. That all costs of stamping, engrossing and registration of this agreement and any other paper relating to this agreement shall be borne by the Developer. Each party shall bear and pay their respective Advocates and Solicitors costs.
31. That during the course of construction all building materials and equipment used or to be used shall remain at the Developer's risk and the Developer shall not be entitled to any compensation from the first party for any damages, loss or destruction of such works or material or equipment arising from the any cause whatsoever.
32. If until the completion of building any case damage or harm occurs to the adjoining properties, neighbour's, the Developer shall be fully responsible for

all the consequences

33. All persons deriving interest in the property in the common portion of the building as per provision of West Bengal Apartment Ownership Act, 1972.
34. The Owners and the DEVELOPER have entered into this Agreement purely as a contract and nothing contained herein shall be or be deemed to be construed as partnership between them in any manner nor shall be deemed to constitute an Association of Persons.
35. It has been clearly understood by the Developer that failing to comply with any stipulation mentioned herein the Owners/Vendor shall be at liberty to terminate this agreement. However if the construction work is carried out by the Developer within the stipulated time period then the Owners Shall not terminate and/or Cancel the agreement provided that the Developer shall Complete the work within the stipulated time period and shall make the payment to the Owners as stipulated in Clause(g) in respect of the Owners Allocation.
36. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any another mode of service available be deemed to have been served on the other party if delivered by hand or sent by prepaid registered post with acknowledgement due to the above address of the party to whom it is addressed or such other address as be notified in writing from time to time.
37. This Agreement is executed in the English Language and no translation into

any other language shall be a valid interpretation.

38. This Agreement shall be subject of Indian Law as applicable in the State of West Bengal.
39. Parties submit to the exclusive Jurisdiction of Courts at Howrah and Kolkata in respect of this Agreement.
40. In case of non-resolution of any dispute or difference in the manner specified above, the same shall then be mandatorily referred to arbitration by a Sole Arbitrator to be appointed by the DEVELOPER with the mutual consent of the Owners.

**FIRST SCHEDULE
(THE SAID PROPERTY)**

ALL THAT piece and parcel of a land admeasuring an area a little more or less 7431 sqft is equivalent to 10.32 Cottahs lying along with R.T Structure 150 sqft and situated at Mouza - Liluah, Police Station Bally, at present Liluah, District Howrah in R.S. and L.R Dag nos. 2343 admeasuring an area about 7431 sqft under R.S. Khatian nos. 1083 & 4115 (old) 6900 (new) under L.R Khatian No – 8853,8852,7103,&8851, in J.L. no. 12 being Premises No. 2/A. Kumar Para Lane, within the Bally Municipality at present under Howrah Municipal Corporation Ward No – 66, butted and bounded by

ON THE NORTH	-	DAG NO 2343 (PART)
ON THE SOUTH	-	DAG NO 2346& 2344
ON THE EAST	-	COMMON PASSAGE

ON THE WEST - DAG NO 1864

**THE SECOND SCHEDULE ABOVE REFERRED TO
(PARTICULARS OF THE COMMON PARTS OF THE SAID BUILDING)**

Common areas of the entire Block including where the Unit is situated)

1. Stair case on all floors.
2. Stair case landing on all floors,
3. Lift-well,
4. Lift plant installations
5. Lift room,
6. Common passage and lobby on ground floor excepting car parking area, if any.
7. Water pump, water tank, water pipes and other common plumbing installation
8. Transformer, electric wiring, motor, generator and fittings,
9. Drainage and sewers including man holes etc.
10. Pump house,
11. Boundary walls and main gates common for entire Blocks.
12. Intercom with security guard room with a Connection to each flat.
13. Such other common parts, areas, equipments and installations fixtures, fittings and spaces and drive way in or about the said building as are necessary for passage to other user and occupier of the Unit in common and as are specified to be the common parts after construction of the building.

**THE THIRD SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES)**

1. The costs and expenses of maintaining, redecorating and renewing etc. of the main structure and in particular the roof (only to the extent of leakage and drainage to the upper floor) gutters and water pipes and for all purposes drains and electric cables and wires in under or upon the said building and enjoyed or used by the Unit Holder in common with other occupiers or serving more than one flat in the said building entrance, landing and stair cases of the said building and enjoyed by the Purchasers or used by him/her/them in common as aforesaid and the boundary walls of the building, compounds, terrace, lifts, pumps, reservoir, fire system, electrical and other installations.
2. The costs of cleaning and lighting the main entrance, passages, landings, staircases, car parking area, drawings and other parts of the said building so enjoyed or used by the Purchasers in common as aforesaid and keeping the adjoining spaces in good and repaired conditions.
3. The cost of cleaning maintaining and upkeep of any other common parts and portions including reservoir, water bodies, gardens, floor-beds, children park, if any, constructed.
4. The cost of decorating the exterior of the said building.
5. The cost of salaries of janitors/officers, clerks, bill collectors, lifman, chowkidars, sweepers, caretakers and electricians.
6. Office expenses.

7. Corporation taxes, service taxes and other taxes/levies.
8. Such other capital or recurring expenses as are necessary for the maintenance and upkeep of the said four storied building as may be determined by the Purchasers.
9. Monthly/yearly costs and expenses of auditors/Registrar of Companies/Trade License etc incurred for the running of the maintenance company
10. Costs and expenses for procuring and obtaining the licenses and work orders as and when required including lift license, generator license, water body license and tube- well license, if any, allowed to be installed.
11. All other costs deposits and expenses in connection with common facilities and amenities save those exempted under this Agreement.

THE FOURTH SCHEDULE ABOVE REFERRED TO SPECIFICATIONS

1. The building founded on R.C.C. columns with piling. All structural materials including steel, cement, bricks, sand, etc. will be of highest available standard.
2. The super-structure will be made of R.C.C. floor with 8" thick brick walls on external surface and 3" thick internal partition walls.
3. All exterior and interior walls and ceiling will have cement plaster of requisite thickness. All interior walls shall have plaster of paris. All exterior walls will have cement plaster and appealing elevation with weather coat paint of ASIAN and/or ISI company or equivalent. Floor tiles in lift lobbies.

Stair Tiles in staircase.

4. Passenger lift having capacity of 6 persons or more with automatic gates with adequate Lighting system of reputed brand.
5. Underground and overhead water reservoirs together with water lifting and supply system of reputed brand.
6. Deep tube-well together with submersible pump will be connected to water connection system with extra emergency pump connected with entire blocks and/or accordingly.
7. Wall Finish Interior - Inner Walls With POP
8. Flooring - Vitrified tiles and/or Italian marbles
9. Kitchen - Ceramic Tiles on floor, Marble Platform with 6 ft. Height Dudo with Glized Tiles & Stainless Steel Sink. Ampie Provision for Aqua Guard, Exhaust Fan & Chimney.
10. Toilet - Anti - Skid Ceramic Tiles on Floor and Glazed Ceramic Tiles up to 7ft height with washbasin and mirror & Provision for Geysert.
11. Doors - Main Door - Decorative Sur Mica Flush Doors with Lock & Eye Piece. Internal Doors - Flush Doors, Bathroom - PVC Doors.
12. Windows - Aluminum Sliding Windows with Glass Panes and covering Grills
13. Electrical - Concealed Copper Wiring with sufficient Electrical Points including AC Point in all Bed Room with MK type switches and socket Havells or Equivalent Main Line wire of electric shall be of 4mm of Finolex

of Havells or equivalent.

Particulars	5 AMP	15 AMP
EACH BED ROOM	5 POINTS	-
HALL/DINING	6 POINTS	-
KITCHEN	3 POINTS	3 POINTSEACH
BATHROOM	2 POINTS	1 POINT
EACH BALCONY	1 POINT	1 POINT
BELL POINT	1 POINT	-
OUTSIDE	1 POINT	-

14. Sanitary - ISI Mark PPR Piping for Water Supply Sanitary items of 1 Hindware or Jaquaror ESS ESS or equivalent.
15. Grill - MS. Painted Aesthetically Designed and fixed to the wall.
16. Generator common for all entire Blocks with Standard Specification and Capacity to cover Lift, Pump, Common Lights and light and fan to each individual flat.
17. Comfortable internal driveway.
18. Separable mailbox.

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

SIGNED, SEALED AND DELIVERED by the above named OWNERSS and DEVELOPER

at Howrah in the presence of:

1 Hari Chandra Das
S/O-Late-Dhirendra Nath Das
5/1/1/1/13 Rabiindra Goswami
Lillesh - Howrah

Prabhu Dayal Banerjee
Soniya Banerjee.
Jayanti in P-11
Lallesh Howrah

2 Manoj Prasad
S/O Harin Prasad
Ananda Nagar, Block Nagar,
Lillesh, HOWRAH - 711203

SIGNATURE OF OWNERS

N. B. HIGHRISE PVT. LTD.

Dalit Kumar Gayal

Director

N. B. HIGHRISE PVT. LTD.

Sayan Biswas

Director

SIGNATURE OF DEVELOPER

Drafted By

Surya Deo Singh

SURYA DEO SINGH
ADVOCATE
HIGH COURT, CALCUTTA
E.NO - WB/63/2009

MEMO OF CONSIDERATION

Paid by the within named Developer to the within named Owners the total sum of Rs 14,00,000/- (Rupees Fourteen lakhs) only towards security deposit as per memo below

DATE	PARTICULARS	AMOUNT
17.10.2016	Cheque No. 048688 drawn on IDBI Bank, to Soniya Barwaria	350,000/-
17.10.2016	Cheque No. 048686 drawn on IDBI Bank, to Prabhu Dayal Barwaria	350,000/-
17.10.2016	Cheque No. 04868_ drawn on IDBI Bank, to Deepak Kumar Padia	350,000/-
	Cheque No. 04868_ drawn on IDBI Bank, to Rakesh Agarwal	350,000/-
TOTAL :-		14,00,000/-

WITNESSES

1. Hari Charan Das

2. Manoj Prasad

Prabhu Dayal Barwaria





















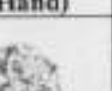























Soniya Barwaria

Deepak Kumar Padia























Rakesh Agarwal

SIGNATURE OF OWNERS

SPECIMEN FORM FOR TEN FINGERPRINTS

1		Prabhdeep Kumar					
							
			<p align="center">Little</p>	<p align="center">Ring</p>	<p align="center">Middle (Left)</p>	<p align="center">Fore Hand</p>	<p align="center">Thumb</p>
2		Soniya Barwain					
							
			<p align="center">Thumb</p>	<p align="center">Fore</p>	<p align="center">Middle (Right)</p>	<p align="center">Ring Hand</p>	<p align="center">Little</p>
3		Tejpal Singh					
							
			<p align="center">Thumb</p>	<p align="center">Fore</p>	<p align="center">Middle (Right)</p>	<p align="center">Ring Hand</p>	<p align="center">Little</p>
4		Ravish Kumar					
							
			<p align="center">Thumb</p>	<p align="center">Fore</p>	<p align="center">Middle (Right)</p>	<p align="center">Ring Hand</p>	<p align="center">Little</p>

SPECIMEN FORM FOR TEN FINGERPRINTS

1		<i>Sayan Biswas</i>	 Little	 Ring	 Middle (Left)	 Fore Hand	 Thumb
			 Thumb	 Fore	 Middle (Right)	 Ring Hand	 Little
2		<i>Abir Kumar Dasgupta</i>	 Little	 Ring	 Middle (Left)	 Fore Hand	 Thumb
			 Thumb	 Fore	 Middle (Right)	 Ring Hand	 Little
3	PHOTO		Little	Ring	Middle (Left)	Fore Hand	Thumb
			Thumb	Fore	Middle (Right)	Ring Hand	Little
4	PHOTO		Little	Ring	Middle (Left)	Fore Hand	Thumb
			Thumb	Fore	Middle (Right)	Ring Hand	Little



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. HOWRAH, District Name :Howrah







Signature / LTI Sheet of Query No/Year 05021000283519/2017

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category		Finger Print	Signature with date
1	Mr Prabhu Dayal Barwania 49B Dwark Jungle Lane, P.O.- Bhadrakali, P.S.- Uttarpara, District:- Hooghly, West Bengal, India. PIN - 712232	Land Lord			Prabhudayal Barwania
Sl No.	Name of the Executant	Category		Finger Print	Signature with date
2	Mrs Soniya Barwania 49B Dwark Jungle Lane, P.O.- Bhadrakali, P.S.- Uttarpara, District:- Hooghly, West Bengal, India. PIN - 712232	Land Lord			Soniya Barwania. 18/8/17
Sl No.	Name of the Executant	Category		Finger Print	Signature with date
3	Mr Deepak Kr Padia 51/1/A/10 Rabindra Sarani, P.O.- Liluah, P.S.- Liluah, District:- Howrah, West Bengal, India. PIN - 711204	Land Lord			Deepak Kr Padia 18/8/2017

ADDITIONAL DISTRICT
REGISTRAR
OFFICE OF THE A.D.S.R.
HOWRAH
WEST BENGAL

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Rakesh Agarwal 15/4B Debi Mandir Lane, P.O.- Liliuah, P.S.- Liliuah, District-Howrah, West Bengal, India, PIN - 711204	Land Lord			<i>Rakesh Agarwal</i> 18/08/2017
5	Mr Sayan Biswas 8/2/B/1, Rajkrishna Kumar St., P.O.- Belur, P.S.- Bally, District- Howrah, West Bengal, India, PIN - 711202	Represent ative of Developer [N B Highrise Pvt Ltd]			
6	Mr Lalit Kr Goyal 51 Vivekananda Rd, P.O.- Liliuah, P.S.- Bally, District-Howrah, West Bengal, India, PIN - 711204	Represent ative of Developer [N B Highrise Pvt Ltd]			<i>Lalit Kr Goyal</i> 18/08/17
Sl No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr Manas Prasad Son of Mr Hira Prasad Howrah Court, P.O.- Howrah, P.S.- Howrah, District-Howrah, West Bengal, India, PIN - 711101	Mr Prabhu Dayal Barwaria, Mrs Soriya Barwaria, Mr Deepak Kr Padia, Mr Rakesh Agarwal, Mr Sayan Biswas, Mr Lalit Kr Goyal		<i>Manas Prasad</i> 18/8/2017	

(Joyjit Chanda)

ADDITIONAL DISTRICT
SUB-REGISTRAR

OFFICE OF THE A.D.S.R.
HOWRAH

Howrah, West Bengal



भारत के निर्वाचन आयोग
भारत के निर्वाचन आयोग
ELECTION COMMISSION OF INDIA
IDENTITY CARD

NAM/284015



निर्वाचक नाम	:	सायन बिश्वास
Electors Name	:	Sayan Biswas
पिता का नाम	:	समर बिश्वास
Father's Name	:	Samar Biswas
लिंग/पुरुष	:	पुरुष/ M
जन्म तिथि	:	18/04/1995
Date of Birth	:	18/04/1995

आयकर विभाग
TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SAYAN BISWAS
SAMAR BISWAS

11/04/1995
Date of Issuance

BSE/B/15870
Serial Number





ভাৰতীয় নিৰ্বাচন কমিছন
পৰিষদ ৭৫০
ELECTION COMMISSION OF INDIA
IDENTITY CARD

WB/24/761/295407



নিৰ্বাচকেৰ নাম : ললিত কুমাৰ গগৈ
Elector's Name : Lalit Kumar Gogoi
নিৰ্বাচকৰ নাম : বজৰং লাল গগৈ
Father's Name : Bajrang Lal Gogoi
লিংগ/Sex : পুৰুষ M
জন্ম তাৰিখ
Date of Birth : 17/02/1976

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

N B HIGHRISE PRIVATE LIMITED



21/09/2011

PERMANENT ACCOUNT NUMBER

AADCN8839N

21092011

স্বরাষ্ট্র
Government of India

স্বরাষ্ট্র
Rakesh Agarwal
পিতা: শ্রী শ্রী শ্রী শ্রী
Father: Shrawan Kumar Agarwal

www.uidai.gov.in
Date / Male

9434 9185 7510




আধার - সাধারণ মানুষের অধিকার

স্বরাষ্ট্র
Unique Identification Authority of India™

ঠিকানা: / শ্রী শ্রী শ্রী শ্রী
/ শ্রী শ্রী শ্রী শ্রী শ্রী (বাং)
শিল্পা, হাওড়া, পশ্চিম বঙ্গ,

Address: S/O: Shrawan
Kumar Agarwal, 154/5,
DEVI MANDIR LANE, Bally
(M), Howrah, Ldaah, West
Banga, 711204

9434 9185 7510

1947
1800 200 1947

help@uidai.gov.in

www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RAKESH AGARWAL

SHRAWAN AGARWAL

08/04/1987

Permanent Account Number

ALSPA3151F

Rakesh Agarwal

Signature



T3330008

Rakesh Agarwal

इस कार्ड को खोले, खोले पर कृपया सुविधा करें, यदि नहीं
आयकर सेन सेवा इकाई, एन एस डी यूएन
पहले मॉडल, एडमिन टॉवर, कामले मिल कॉम्पाउंड, एन डी मार्ग,
लोअर पार्क, मुंबई - 400 013

If this card is lost / someone's lost card is found,
please inform / return to:

Income Tax PAN Services Unit, NSDI
1st Floor, Times Tower,
Kamale Mills Compound,
S. B. Marg, Lower Park, Mumbai - 400 013

Tel: 91-22-2495 4650, Fax: 91-22-2495 0604
email: timof@nsdi.gov.in

आयकर विभाग
TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SONYA BARWARIA

TIKAM CHAND JANGID

25/04/1988
Date of Birth / Issue Date

AFTPJ4342Q

(Barwaria)
Signature





भारत सरकार
GOVERNMENT OF INDIA



सोनिया बरवारिया
Soniya Barwaria
DOB: 28-04-1988
Gender: Female



3561 4753 6698

आधार - आम आदमी का अधिकार



भारतीय विशिष्ट पहचान प्राधिकरण
GOVERNMENT OF INDIA

W/O हेमन्त बरवारिया, २५बी,
द्वार्क जंगल लेन, हिन्दमटर,
भद्रकली, हुगली, वेस्ट बंगाल,
712232

Address:
W/o Hemant Barwaria, 49b,
Dwartik Jungle Lane, Hindmator,
Bhadrakali, Hugli, West Bengal,
712232




1947
1000 300 1547



help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1647,
Bangalore-561 001


ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন


IDENTITY CARD WB/26/178/597065
 পরিচয় পত্র

Elector's Name **Prabhudev Barwaria**
 নির্বাচকের নাম **প্রভুদেব বারওয়ারিয়া**
 Father's Name **Munindra Barwaria**
 পিতার নাম **মুন্ডিন্দ্র বারওয়ারিয়া**
 Sex **M**
 লিঙ্গ **পুং**
 Age as on 1.1.2006 **46**
 ১.১.২০০৬ তে বয়স **৪৬**

ADDRESS
498 Dwarik Jungle Road Bhadrakali Ward-10 Uttarpara Hooghly 712232

ঠিকানা
৪৯৮ দ্বারিক জঙ্গল রোড ভদ্রকালী ওয়ার্ড-১০ উত্তরপাড়া হুগলি ৭১২২৩২



Facsimile Signature
 Electoral Registration Officer
 নির্বাচন নিবন্ধন কর্মকর্তা

Assembly Constituency: **179 Uttarpara**
 সংসদ নির্বাচন এলাকা: **১৭৯-উত্তরপাড়া**
 District/Hooghly: **হুগলি, হুগলি**
 Date: 13.03.2006 স্বাক্ষর: ১৩.০৩.২০০৬

जलयकर विभाग
INDIAN TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

PRABHU DAYAL BARWARIA
MUNINDRA BARWARIA

27/11/1956

Personal Account Number
ADRPB6617N



Handwritten signature



व्यक्ति का स्थायी खाता नंबर / PERMANENT ACCOUNT NUMBER

AFTPP6004P



नाम / NAME

DEEPAK KUMAR PADIA

पिता का नाम / FATHER'S NAME

HARI RAM PADIA

जन्म तिथि / DATE OF BIRTH

24-12-1972

हस्ताक्षर / SIGNATURE

Deepak Kumar Padia

[Handwritten Signature]

आयकर अधिकारी, व.स. - 31

COMMISSIONER OF INCOME TAX, W.S. - 31



Govt. of West Bengal
 Directorate of Registration & Stamp Revenue

Form No. 10 (2019) (2019-20)
 Date: 10/01/2022
 Fee: 1000/-
 Validity: 10 Years

INDIAN UNION DRIVING LICENCE
 WEST BENGAL STATE

SRNO: 10/10/2019/0191340	Issue Date: 07/01/2019	
Name: DEEPAK KUMAR PADIA		
Category: HSRAM PADIA		
Blood Gr: D.O.B. - 24/12/1972		
Address: 51/1A/10 RABINDRA SARANI, LAFANOWRAH		
Authorised to Drive Transporter (H)		
Valid Till: NT: 23/12/2022	Vehicle Class: MCWD	Signature:  Holder's Sign
NT: 00000000		
Print Date: January 08, 2019		L. Authority:  INCHAM



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

I. 5196/2017-

19-201718-005948490-1

Payment Mode Online Payment

BRN Date: 18/08/2017 10:45:32

Bank : IDBI Bank

BRN : 133139389

BRN Date: 18/08/2017 10:49:10

DEPOSITOR'S DETAILS

Id No. : 05021000283519/4/2017
(Query No./Query Year)

Name : LALIT KUMAR GOYAL

Contact No. : 7278177598

Mobile No. : +91 9831290470

E-mail :

Address : LILUAH HOWRAH

Applicant Name : Mr Lalit Kr Goyal

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	05021000283519/4/2017	Property Registration- Stamp duty	0030-02-103-003-02	19021
2	05021000283519/4/2017	Property Registration- Registration Fees	0030-03-104-001-16	14021

Total

33042

In Words : Rupees Thirty Three Thousand Forty Two only

Major Information of the Deed

Deed No :	I-0502-05146/2017	Date of Registration	22/08/2017
Query No / Year	0502-1000283519/2017	Office where deed is registered	
Query Date	10/08/2017 11:13:13 AM	A.D.S.R. HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	Lalit Kr Goyal Thana : Liluah, District : Howrah, WEST BENGAL, PIN - 711204, Mobile No. : 7278177598, Status :Buyer/Claimant		
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 : 14,00,000/-]		
Set Forth value	Market Value		
Rs. 14,00,000/-	Rs. 1,11,59,644/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 14,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assentment slip.(Urban area)		

Land Details :

District: Howrah, P.S:- Liluya, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Kumar Para Lane, , Premises No. 2/a, Ward No: 66

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		10.32 Katha	13,70,000/-	1,11,14,644/-	Property is on Road
Grand Total :					17.028Dec	13,70,000 /-	111,14,644 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	150 Sq FL	30,000/-	45,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 150 Sq FL, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		150 sq ft	30,000 /-	45,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Prabhu Dayal Barwaria Son of Late Munindra Barwaria 49B Dwarik Jungle Lane, P.O:- Bhadrakali, P.S:- Uttarpara, District:-Hooghly, West Bengal, India; PIN - 712232 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADRPB6617N, Status :Individual, Executed by: Self, Date of Execution: 18/08/2017 , Admitted by: Self, Date of Admission: 18/08/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/08/2017 , Admitted by: Self, Date of Admission: 18/08/2017 ,Place : Pvt. Residence

Mrs Soniya Barwaria

Wife of Mr Hemant Barwaria 49B Dwarik Jungle Lane, P.O:- Bhadrakali, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712232 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AFTPJ4342Q, Status :Individual, Executed by: Self, Date of Execution: 18/08/2017
 , Admitted by: Self, Date of Admission: 18/08/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/08/2017
 , Admitted by: Self, Date of Admission: 18/08/2017 ,Place : Pvt. Residence

3 Mr Deepak Kr Padia (Presentant)

Son of Mr Hari Ram Padia 51/1/A/10 Rabindra Sarani, P.O:- Liluah, P.S:- Liluah, District:-Howrah, West Bengal, India, PIN - 711204 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFTPP6004P, Status :Individual, Executed by: Self, Date of Execution: 18/08/2017
 , Admitted by: Self, Date of Admission: 18/08/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/08/2017
 , Admitted by: Self, Date of Admission: 18/08/2017 ,Place : Pvt. Residence



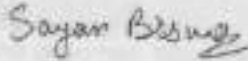
4 Mr Rakesh Agarwal

Son of Mr Shrawan Kr Agarwal 15/4B Debi Mandir Lane, P.O:- Liluah, P.S:- Liluah, District:-Howrah, West Bengal, India, PIN - 711204 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ALSPA3151F, Status :Individual, Executed by: Self, Date of Execution: 18/08/2017
 , Admitted by: Self, Date of Admission: 18/08/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/08/2017
 , Admitted by: Self, Date of Admission: 18/08/2017 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	N B Highrise Pvt Ltd 10/19 Guha Rd, P.O:- Ghosuri, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711107 , PAN No.: AADCN8839N, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Sayan Biswas Son of Mr Samar Biswas Date of Execution - 18/08/2017, , Admitted by: Self, Date of Admission: 22/08/2017, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
	Aug 22 2017 12:36PM	LTI 22/08/2017	22/08/2017	
	6/2/B/1, Rajkrishna Kumar St., P.O:- Belur, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711202, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BSEBP8387C Status : Representative, Representative of : N B Highrise Pvt Ltd (as director)			
2	Mr Lalit Kr Goyal Son of Mr Bajrang Lal Agarwal 51 Vivekananda Rd, P.O:- Liluah, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711204, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AENPG8120N Status : Representative, Representative of : N B Highrise Pvt Ltd (as director)			

Identifier Details :

Name & address
Mr Manas Prasad Son of Mr Hira Prasad Howrah Court, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Mr Prabhu Dayal Barwaria, Mrs Soniya Barwaria, Mr Deepak Kr Padia, Mr Rakesh Agarwal, Mr Sayan Biswas, Mr Lalit Kr Goyal

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

Execution is admitted on 18/08/2017 by 1. Mr Prabhu Dayal Barwaria, Son of Late Munindra Barwaria, 49B Dwarik Jungle Lane, P.O: Bhadrakali, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712232, by caste Hindu, by Profession Business, 2. Mrs Soniya Barwaria, Wife of Mr Hemant Barwaria, 49B Dwarik Jungle Lane, P.O: Bhadrakali, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712232, by caste Hindu, by Profession House wife, 3. Mr Deepak Kr Padia, Son of Mr Hari Ram Padia, 51/1/A/10 Rabindra Sarani, P.O: Liluah, Thana: Liluah, , Howrah, WEST BENGAL, India, PIN - 711204, by caste Hindu, by Profession Business, 4. Mr Rakesh Agarwal, Son of Mr Shrawan Kr Agarwal, 15/4B Debi Mandir Lane, P.O: Liluah, Thana: Liluah, , Howrah, WEST BENGAL, India, PIN - 711204, by caste Hindu, by Profession Business

Indetified by Mr Manas Prasad, , , Son of Mr Hira Prasad, Howrah Court, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 18-08-2017 by Mr Lalit Kr Goyal, director, N B Highrise Pvt Ltd (Private Limited Company), 10/19 Guha Rd, P.O:- Ghusuri, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711107

Indetified by Mr Manas Prasad, , , Son of Mr Hira Prasad, Howrah Court, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk



Joyjit Chanda
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

On 21-08-2017

Payment of Fees

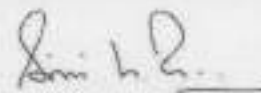
Certified that required Registration Fees payable for this document is Rs 14,021/- (B = Rs 14,000/- ,E = Rs 21/-) and Registration Fees paid by by online = Rs 14,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/08/2017 10:49AM with Govt. Ref. No: 192017180059484901 on 18-08-2017, Amount Rs: 14,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 133139389 on 18-08-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by by online = Rs 19,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/08/2017 10:49AM with Govt. Ref. No: 192017180059484901 on 18-08-2017, Amount Rs: 19,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 133139389 on 18-08-2017, Head of Account 0030-02-103-003-02



Sisir Kumar Bera
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

On 22-08-2017

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.

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

Execution is admitted on 22-08-2017 by Mr Sayan Biswas, director, N B Highrise Pvt Ltd (Private Limited Company), 10/19 Guha Rd, P.O:- Ghusuri, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711107

Indetified by Mr Manas Prasad, , , Son of Mr Hira Prasad, Howrah Court, P.O: Howrah, Thana: Howrah, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0502-2017, Page from 151045 to 151108
Deed No 050205146 for the year 2017.



Digitally signed by JOYJIT CHANDA
Date: 2017.08.22 13:18:50 +05:30
Reason: Digital Signing of Deed.



(Joyjit Chanda) 22-08-2017 13:18:28
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
West Bengal.

(This document is digitally signed.)