

09/17/2022

I-08767/2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AM 137687

verified that the Document is admitted to Registration, the Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

Additional Registrar
 Registrars-4, Kolkata

27 SEP 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 27th day of September, 2022 (Two Thousand Twenty Two);
 made

BETWEEN

Handwritten signature and date: 9-2/2022

30846

02 AUG 2022

NO. DATE

SOLD TO

ADDRESS

RS.

CODE NO. (1987)
LICENCED NO.
29 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (O/S)
HIGH COURT, KOLKATA, INDIA



02 AUG 2022

02 AUG 2022



REGISTRAR
HIGH COURT OF WEST BENGAL
27 SEP 2022

1. SRI. RAMESH PRASAD SINGHANIA having PAN AIZPS4533R, having AADHAR No. 767645336542, son of Sri. Mohanlal Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, **2. SMT. SUDHA SINGHANIA having PAN AJCPS6248P, having AADHAR No.841309018154**, wife of Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, **3. SRI. RAJAT KUMAR SINGHANIA having PAN AUFPS8799H, having AADHAR No. 773536419934**, son of Sri. Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, **4. SRI. NILESH SINGHANIA having PAN AWFPS4467G**, son of Sri. Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, and presently residing at 2279 NW Stoney Creek Dr Issaquah, WA – 98027 duly represented by its constituted attorney **SRI. RAJAT KUMAR SINGHANIA having PAN AUFPS8799H, having AADHAR No. 773536419934**, son of Sri. Ramesh Prasad Singhania, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 8, Ashutosh Dey Lane, Kolkata – 700006, Police Station – Girish Park, Post Office – Beadon Street, hereinafter collectively called and referred to as the "**LANDOWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean their heirs, executors, legal representatives, successors, administrators and assigns) of the **FIRST PART.**

AND

M/s. BHOLENATH DEVELOPERS & CONSTRUCTION, a Partnership Firm, having **PAN AAJFB7194D**, having its registered office at 32, Armenian Street, Kolkata - 700001, Developer and land merchant duly represented by its Partners **1) SRI. UMESH KUMAR KAJARIA**, son of Late. Mohanlall Kajaria, having **PAN AMIPK2934M**, by Faith-Hindu, by Nationality – Indian, by Occupation - Business and residing at 80/B Jatindra Mohan Avenue, Kolkata- 700005, Police Station - Shyampukur,

Post Office – Hatkhola, Kolkata - 700001, **2) SRI JAYANTA SARKAR**, son of Late. Phani Bhusan Sarkar, having **PAN BFJPS1003L**, by Faith - Hindu, by Nationality – Indian, by Occupation - Business and residing at 34/E, Raja Naba Krishna Street, Kolkata - 700005, Police Station – Shyampukur, Post Office - Hatkhola, hereinafter referred to as the **'BUILDERS/DEVELOPERS'** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, legal representatives, successors, successors-in-interest, administrators and assigns) of the **SECOND PART**.

WHEREAS by a Registered Deed or Indenture dated 29th April, 1930 executed between Bihari Lal Muillick as Vendor had sold, transferred, conveyed the said ALL THAT messuage tenement or dwelling house **TOGETHER WITH** piece and parcel of revenue paying land containing an area of 2 Cottahs 15 Chittacks 20 sq. ft. be the same or a little more or less situate and being premises No. 22/1, Ashutosh Dey Lane, Calcutta and now numbered as premises No. 8, Ashutosh Dey Lane, Calcutta comprised in Holding No. 279, Block No. 19, in the Northern Division of the Town of Calcutta in favour of Haribukush Bhagat as Purchaser and registered in the office of Registrar of Assurances Calcutta recorded in Book No. I, Volume No. 70, Pages from 17 to 29, and being No. 1458 for the year 1930.

AND WHEREAS the said property was purchased out of the funds Haribox Gopiram (HUF) and was treated as HUF property of which the said Haribukush Bhagat was the Karta during his lifetime.

AND WHEREAS after the death of the said Haribukush Bhagat his son Gopiram Bhagat became Karta of the said HUF.

AND WHEREAS after the death of the said Gopiram Bhagat his son Prahlad Rai Bhagat became the Karta of the said HUF.

AND WHEREAS while seized and possessed of the said property the said Prahlad Rai Bhagat for Self and as Karta of the said Haribux Gopiram HUF gifted the said property by a Registered Deed of Gift dated 8th March 1972 to his grandson Piyush Kumar Bhagat the Vendor therein who then was a minor and was represented by his father and natural guardian Sri Nirmal Kumar Bhagat and the said Deed of Gift is registered in the office of Registrar of Assurances, Calcutta recorded in Book No. I, Volume No. 29,

Pages 169 to 175, being No. 1471 for the year 1972 and registered in the Office of the Registered of Assurances, Calcutta.

AND WHEREAS the said Piyush Kumar Bhagat attained majority on 28th May, 1981.

AND WHEREAS the said Piyush Kumar Bhagat the Vendor therein is otherwise seized and possessed of and is sufficiently entitled to the said property in fee simple as absolute owner thereof and the said property is absolutely free from all encumbrances save and except the said tenancy.

AND WHEREAS the Purchasers therein have contacted the Vendor therein for purchase of the said entire property with tenancy at and for a consideration of Rs. 6,50,000/- (Rupees Six Lakhs Fifty Thousand) only which has been agreed to by the Vendor.

AND WHEREAS by a Registered Indenture dated 22.03.2002 executed between Piyush Kumar Bhagat as Vendor therein had sold the said land as mentioned in the Schedule thereunder written and in the First Schedule hereunder written in favour of Sri. Ramesh Prasad Singhania, Smt. Sudha Singhania, Sri. Rajat Kumar Singhania, Sri. Nilesh Kumar Singhania as Purchasers therein and landowners herein and same has been registered in the office of Additional Registrar of Assurances - II, Calcutta and recorded in Book No. I, Volume No. 1, Pages from 1 to 21, and being No. 02427 for the year 2002.

AND WHEREAS that the said Sri. Nilesh Kumar Singhania had attained the majority on 14th April 2002.

AND WHEREAS the said Sri. Ramesh Prasad Singhania, Smt. Sudha Singhania, Sri. Rajat Kumar Singhania, Sri. Nilesh Kumar Singhania became the absolute joint owners of the said property which is morefully described in the First Schedule hereunder written and they had jointly mutated their names in the records of the Kolkata Municipal Corporation being Assessee No. 110260300090.

AND WHEREAS the said Sri. Nilesh Kumar Singhania as Executant by virtue of Power of Attorney dated 28.12.2020 executed from State of Washington, USA. Franklin being number J22009130 dated 31st December

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 P. Singhania, S. Singhania and BSF/182/21

Gov. Law.

Tenancy

Bank in Mortgage

For Self & Constituted Attorney
 of NILESH KUMAR SINGHANIA

2020 and duly attested from the Kolkata Collectorate Office on 27/01/2021 thereby appointed his Constituted Attorney namely Sri Rajat kumar Singhania to manage and look after his share in respect of the aforesaid mentioned property.

AND WHEREAS the primary object of the Developer is to carry on the business of construction and development of real estate and it has requisite infrastructure and expert man power in this area. The Landowners, coming to know of the background of the Developer, approached the Developer and made the representations given below and requested the Developer to take up the development of the said premises.

AND WHEREAS the Owners with the intention to develop the said land measuring land measuring **ALL THAT** land measuring about 2 Cottahs, 15 Chittacks and 20 sq. ft. be the same a little more or less situated lying at and being Premises No. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station - Girish park previously Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation, Registry office Calcutta in Holding No. 279, Block No. 19, in the North Division of Calcutta, which is morefully described in the First Schedule hereunder written, and known as "SABITRI RESIDENCY" in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation have agreed to appoint the Developer party of the Second Part herein to construct the building in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS the Owners has represented to the Developer and simultaneously the developer has checked as follows:-

- a) That the Owners are absolute seized and possessed of piece and parcel of land containing by measurement an area of **ALL THAT** land measuring about 2 Cottahs, 15 Chittacks and 20 sq. ft. be the same a little more or less situated lying at and being Premises No. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station - Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation, Registry office Calcutta in Holding No. 279, Block No. 19, in the North Division of Calcutta.

R. Singhania *S. Singhania*

Tazeta Govdan

Mukherjee's

R. Singhania
For Self & Constituted Attorney
of NILESH KUMAR SINGHANIA

- b) That the said property is duly mutated in the Kolkata Municipal Corporation in the name of the Owners.
- c) That the said property is free from acquisition and/or requisition of any nature whatsoever.
- d) That the said property is not affected by any Road alignment.
- e) That the said property is not a vacant land within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.
- f) That the Owners have not entered into any agreement with any Developer or Promoter or have created any charge in respect of the said property.
- g) That no notice of Attachment, Requisition, Acquisition has been received from any Competent Authority in respect of the said property.
- h) That the Owners shall comply with all requisition made by the Developer's Lawyer for the purpose of development of the said property.

NOW THIS AGREEMENT WITNESSETH and the parties agree as follows: -

Article-I-Definition and Interpretations

Unless in these present it's repugnant or inconsistent that: -

- 1) **OWNERS:** shall mean **SRI. RAMESH PRASAD SINGHANIA, SMT. SUDHA SINGHANIA, SRI. RAJAT KUMAR SINGHANIA, SRI. NILESH KUMAR SINGHANIA** and/or their respective heirs, executors, constituted attorneys, administrators, legal representative, successors and/or assigns.
- 2) **DEVELOPER:** shall mean **BHOLENATH DEVELOPERS & CONSTRUCTION** and each of its Partners and/or their

respective heirs, executors, administrators, legal representative, successors and/or assigns.

- i) **PREMISES:** shall mean all that piece and parcel of land containing by measurement an area of **ALL THAT** land measuring about 2 Cottahs, 15 Chittacks and 20 sq. ft. be the same a little more or less situated lying at and being Premises No. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station – Girish Park previously Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation, Registry office Calcutta in Holding No. 279, Block No. 19, in the North Division of Calcutta, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- 3) **OWNERS SHARE:** shall mean self-contained Apartment admeasuring and/or amounting to 50% constructed built up area of the proposed building as sanctioned by the Kolkata Municipal Corporation along with 50% on the Ground Floor as per the Sanction Plan which shall be granted by the Kolkata Municipal Corporation and more particularly described in the **SECOND SCHEDULE** hereunder written being built in the said property in terms of the Plan to be sanctioned by the Kolkata Municipal Corporation.
- 4) **DEVELOPER'S SHARE:** shall mean the remaining 50% constructed built up area of the proposed building as sanctioned by the Kolkata Municipal Corporation along with 50% on the Ground Floor as per the Sanction Plan which shall be granted by the Kolkata Municipal Corporation as mentioned in the **SECOND SCHEDULE** below.
- 5) **COMMON FACILITIES & AMMENITIES:** shall mean all the existing amenities that include Passages, Corridors, Staircases, Electric Room, Lift Well, lift Lights and Electrical Fixtures in common area, common lavatories, Pump Room, Tube Well, Overhead Water Tank, Water Pump and Motor and other facilities.

- 6) **UNITS:** shall mean the Flats and car parking space and Car parking spaces to be constructed in the said building.
- 7) **BUILDING:** shall mean and include the Proposed G+4 Storied building to be constructed in the said premises to be sanctioned by the Kolkata Municipal Corporation.
- 8) **BUILDING PLAN:** shall mean such building plan to be sanctioned and/or revised by the Kolkata Municipal Corporation and all other relevant statutory authorities for construction of buildings on the said property.
- 9) **ASSOCIATION:** shall mean a society, Body or Association formed by the Developer in consultation with other Flat Owners to take over the management and/or administration and/or provisions of the common facilities in the building.
- 10) **BUILT UP AREA:** shall mean the Carpet area along with the area of the walls.
- 11) **COVERED AREA:** shall mean the built up area and share of stair case passage lift and other common facilities.
- 12) **COST OF COMMON FACILITIES:** shall mean and include the cost of operating and maintaining as and when required, the common facilities after completion of the building and shall include taxes, charges, premium and other expenses payable in respect thereof or incidental thereto to be shared proportionately by the Flat/Unit Owners of the building.
- 13) **ARCHITECT:** shall mean a qualified person or persons having experience in Civil Construction and duly registered with the Kolkata Municipal Corporation and/or other statutory authorities required under the prevailing laws to be appointed by the Developer.

ARTICLE-II – OWNER'S OBLIGATION

- 1) The Owners shall hand over the vacant building and premises which is in the occupation of the Owners at the time of sanction of the building plan.
- 2) That the Owners and the flat owners do hereby grant exclusive license and permission or authorities to the Developer to plan, construct, erect, build and complete on the said plot the buildings in accordance with the building permit to be sanctioned by Kolkata Municipal Corporation within a period of **24** months from the date of sanctioned building plan from the sanctioning authority and/or handing over possession of the said Property to the Developer, whichever is later Plus grace period. If the developer fails to hand over the units/owners allocation within the above timeframe then the developers shall pay penalty to the owners. The penalty would be the notional rent of the said allocated portion of the owners till the time the physical possession is not given to the owners subject to Force Majeure clause.
- 3) The Owners shall simultaneously with these presents or execution of registered joint venture shall execute irrevocable General Power of Attorney or Attorneys in favour of Partners of the Developer and/or its' nominee for construction of the said building at the said plot and sale of the Developer's constructed area in the said proposed building and other ancillary acts.
- 4) The Owners shall be bound to execute any deed of transfer/ conveyance in favour of the nominees and/or transferees and/or assigns of the Developer's allocation as and when required by the Developer provided that the Developer must hand over the Owner's allocated portion in the newly constructed building complete in all respect first.

ARTICLE-III-OWNER'S RIGHTS AND REPRESENTATIONS

- 1) The Owners are absolutely seized and possessed of and/or well and sufficiently entitled to the said premises i.e. 2 Cottahs, 15 Chittacks and 20 sq. ft. be the same a little more or less situated lying at and being Premises No. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station - Girish Park previously Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation, Registry office Calcutta in Holding No. 279, Block No. 19, in the North Division of Calcutta, morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.
- 2) None other than the Owners has any claim right title and/or demand over and in respect of the said premises and/or had any demand ever and in respect of the said plot and/or any portion thereof.
- 3) The said premise is free from all encumbrances, charges, liens, lispendences, trusts, attachments, and acquisition/requisition whatsoever.
- 4) The Owners has paid or shall pay all rates & taxes and shall apply for no due certificate, associated law, revenue, collection departments of Kolkata Municipal Corporation and shall arrange to deliver the original such certificate within **90 days** from the date of this present. All dues upto date with regard to the assessment of the building and other government taxes shall be paid by the owners.
- 5) The said plot is not affected by provisions of the Urban Land (Ceiling & Regulations) Act, 1976 or any other statute and there is no legal bar for development and construction of a new building on the said premises.
- 6) That the Owners have paid all rates & taxes and that there is no attachment demands pending in respect of the said premises and/or in respect of the Owners from any Statutory Authority

including the Income Tax Authorities till the date of execution of this agreement.

- 7) The Owners shall be entitled to transfer or otherwise deal with the Owner's Allocation only alongwith proportionate share of the land and common facilities.

ARTICLE-IV-DEVELOPERS RIGHT

- 1) The Developer shall withhold the possession of the said premises of the Owners and the Developer has got full authority to construct buildings on the said Plot in accordance with the building plan.
- 2) The Developer shall be entitled to raise finance from any bank or financial institution for the purpose of construction and/or development and shall be entitled to create a charge or mortgage in respect of their portion (Except the owners allocated share) under registered Joint Venture Agreement and allow deposit of title deeds required for the purpose and the Owners shall extend its consent in this regard as and when required by any Bank and/or financial institution for financing the Developer and shall not raise any objection for the same.
- 3) Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said plot or any part thereof to the Developer or create any right, title or interest in respect thereof of the Developer other than a right to the Developer to commercially exploit the same in terms hereby by constructing buildings on the said plot and to deal with the Developers Allocation in the buildings in the manner hereinafter stated.

ARTICLE-V-CONSIDERATION & SPACE ALLOCATION

The registration cost (if any) and expenses including the arrear taxes if any of the said property would be borne by the Party of the First Part.

- 1) The Developer shall construct the said buildings on the said premises of the Owner's and hand over the Owner's allocation in all respect within **24** months from the date of signing of this Agreement or receiving of the sanctioned plan or getting possession of the said property whichever is later.
- 2) The Developer shall pay an amount of **Rs. 31,00,000/- (Rupees Thirty One Lakhs only)** to the owners herein which is refundable. The Developer has paid the amount in the following manner.
 - (i) Rs. 31,00,000/- (Rupees Thirty One Lacs) at the time of the registration of the joint venture agreement and execution of registered power of attorney. **Be it noted that the power of attorney of Nilesh Singhania would be executed through the Indian embassy of the place of present resident of the said owner.**
That the said amount is an interest fee and on returnable basis at the time of handover of **possession of flats or at** the time of receiving the completion certificate whichever is earlier.
- 3) The Developer shall upon completion of the construction put the Owners in possession of the Owner's Share and/or allocation as provided in **SECOND SCHEDULE** together with all rights in common in respect of the common portions and common facilities.
- 4) The Developers & Owners both shall be exclusively entitled to the balance of the areas in the buildings including the right of further construction upon the roof of the proposed buildings if so permissible under law and/or sanctioned by Kolkata Municipal Corporation. The Developer shall be entitled to deal with or dispose of the Developer's Share absolutely and the Owners shall not in any way disturb the right of enjoyment of the Developer's Share. For the purpose of dealing with and/or disposing of the said share the Owners shall grant general Power of Attorney to the Developer and such power of attorney shall not be revoked or cancelled during the pendency of this agreement. The Owners

shall transfer or sign any conveyance deed of the Developer's share in the newly constructed buildings subject to allocation of owners entitlement.

- 5) That the Developer will make necessary arrangement to draw a plan of the new building by reputed Architect in consultation with the owners and will arrange to get the said plan sanctioned from the Kolkata Municipal Corporation by paying the sanction fee and other expenses to the Kolkata Municipal Corporation.
- 6) That the Owners shall facilitate the Developer for said testing and other civil work which will be required for sanctioning the plan and will hand over the complete vacant peaceful possession of the property after the plan is sanctioned.
- 7) That the Developer will hand over the possession of the flats and/or floors of 50% of the total constructed area within one month from that date of its completion and/or upon getting completion certificate from the Kolkata Municipal Corporation whichever is later and the remaining 50% of the total area of the building and the ground floor will be retained by the Developer for the sale to the respective Purchasers along with proportionate share of land and all common use, rights, privilege and facilities. The total time limit for completion of the building is **24** months from the date of Sanctioned Plan,
- 8) That the owners and the Developer will jointly be liable for payment of any Govt. Taxes, if any, applicable to the proportionate share of the space sharing ratio excluding the period in which the building is under construction or the possession of the allocated portion of the owners is not handed over.
- 9) That the Developer shall meet and bear all expenses required for construction of the proposed multistoried buildings as per plan sanctioned by the Kolkata Municipal Corporation. The costs and expenses required will be paid for by the Developer and any expenses required to be incurred towards obtaining sewerage,

Drainage, water and other amenities will also be borne and paid for by the Developer.

- 10)** That all rates, taxes, outgoings and impositions etc. on the said premises up to the date of handing over the said possession to the Developer for the construction of the proposed building shall be borne and met by the owners and all such rates, taxes and impositions on and from the date of handing over the possession to the owners shall be the responsibility of the promoter/developer/builder, i.e
- Till the execution of this agreement – owners responsibility
 - The property is under construction upto handing over of the owners allocation- Developers Responsibility
 - Post possession- owners/purchaser of the respective flats
- 11)** That the Developer will use all building materials, including sanitary fittings, steel, wood glass etc. at standard quality for the proposed construction of the said premises and effect replacement and/or rectification, if any, compromise in quality comes to notices, vis-à-vis building materials etc. at the time of construction and not afterwards.
- 12)** After Completion Certificate, so long such separate assessment are not made the owners and/or their assigns and the Developer or his nominee or nominees shall pay proportionate share of the consolidated rates of the Municipal Taxes and other rates as may be found payable or may be imposed on account and/or in respect of the said respective portions of the constructed area.
- 13)** That during the continuance of this AGREEMENT, the owners shall not in any manner encumber or dispose of the said premises and/or land comprised therein or any portion thereof and shall not revoke the Power of Attorney's till completion of sale Deed/Deeds to the intending Purchaser/Purchasers and/or further extension of any floor of the roof.

- 14) That the Developer shall be entitled to apply for electricity, telephone, sewerage, Drainage, water, gas and other public utility services in or upon the proposed new building either in his own name or in the names of intending buyers of nominees or other persons at his sole discretion.
- 15) That all building materials plans and machineries etc. which may be brought or kept at the premises shall remain at the sole risk and responsibility of the Developer.
- 16) That the Developer can sell, transfer and assign his own allocated portion, units, flats to the intending purchasers and/or intending party and or parties at his own risk.
- 17) The Developers & Owners both will have an exclusive right at the roof/roofs of the newly built premises. In the event Kolkata Municipal Corporation permission is obtained for allowing additional floor or floors on the already built roof/roofs the cost of additional structure cost of construction and/or fees and/or penalty, ADC etc. will be shared in the proportionate ratio. That during the pendency of this agreement if construction of additional floors permission is obtained by the Kolkata Municipal Corporation then the said constructed portion/area would be shared in the proportionate ratio between the owner and the Developers.
- 18) That an allocation agreement would be executed between the owners and the developer within **30 days** from the date of receipt of the sanctioned plan from the Kolkata Municipal Corporation to allocate and demarcate the respective share of the area in the respective ratio if required. The said allocation agreement will also be an integral part of this agreement. The developers & Owners shall have exclusive rights over their respective allocated portion in the said agreement.
- 19) That after completion of the construction of the proposed building and making over possession at the space and/or flat and/or garage herein the Developer shall have rights and obligations in respect of the said floor as follows:-

- a) The Developer or his nominee have full and complete and unfettered right in common with other Purchasers and/or occupants of different flat spaces of the said property of the staircase along with landing therein and the common passage landing to and from the main entrance or gate abutting on the public road in the ground floor of the said property for the nominees shall have the right to mutate their names as owner of the said flats/spaces allotted hereinabove to them in the assessment record of the Kolkata Municipal Corporation and of having the said flats/spaces assessed for taxes and the owners shall not object the same.
- b) So long as the said flats/spaces are not registered and or possession not given to the respective buyers/purchasers, the developer or their nominee or nominees shall pay proportionate share of the house rates and taxes in respect of the share of consolidated rate of taxes as may be levied on the property in its entirety from the handover of the possession of the schedule property by first part.
- c) That the Developers shall select the name for the building with the consultations with the Owner and the name that has been settled is 'SABITRI RESIDENCY'.
- d) An extension of time of another 6 months may be granted by the owners to the developer for completing the construction, based on mutual agreement.

ARTICLE – VI – BUILDING

- 1) The Developer shall at his own cost and expenses get the building plan sanctioned from Kolkata Municipal Corporation and on receipt of said Plan the Developer shall keep the same in the custody and produce it on requirement and provide a copy of the said sanctioned Plan to the Owners.

R. Singhania

S. Singhania

Tarantc Sarkar

Wanku Venkayachari

For Self & Constituted Attorney
of NILESH KUMAR SINGHANIA

- 2) The Developers shall undertake demolition of the existing structures and dispose off the debris thereof. The value of the debris shall belong to the Developers.
- 3) The Developer shall at their own cost and expenses construct, erect and complete the building on the said plot of land within the specified time mentioned hereinabove in accordance with the Building plan with good and standard materials as may be specified by the architect from time to time and in the manner morefully mentioned and described in the **THIRD SCHEDULE** hereunder written.
- 4) Subject as aforesaid the decision of the Developer regarding the quality of the materials shall be final but the quality of the materials should be as per ISI Code
- 5) The Developer shall install and erect in the said premises as may be sanctioned by the Kolkata Municipal Corporation at his own cost and expenses all sanitary and plumbing installations, water storage tank, overhead reservoir, electrification, Lift and other facilities as are required to be provided in the buildings having self contained apartments and constructed for sale of flats, shops and office. The Developer may also arrange permanent Electric Meter for each flat from CESC at the cost of the respective purchaser & Owner of the flats/shops and office.
- 6) The Developer shall be authorised in the name of the Owners in so far as it necessary to apply for such services, utilities materials for the construction of the buildings and to similarly apply for and obtain temporary and permanent connection of water, electrical power, drainage, sewerage to the said buildings and other inputs and facilities required for the construction or enjoyment of the buildings for which purpose the Owners shall execute and register in favour of the Developer or its nominee a General Power of Attorney in such form as shall be required by the Developer.
- 7) The Developer shall at their cost and expenses and without creating any financial or other liability on the Owners, construct

and complete the said buildings including the Owners' Allocation in accordance with the building plan and/or revised building plan.

- 8) All costs, charges and expenses including municipal fees and Architect's fees shall be discharged by the Developer and the Owners shall bear no responsibility in this context. Owners may employ the security guards, engineers, supervisors at the said plot at his own cost and expenses with the due information to the Developer only for supervisor of the construction land who shall not interfere with any activities of the Developer.

ARTICLE – VII – COMMON FACILITIES

- 1) The Developer and/or its nominee/nominees shall pay and bear all rates and taxes and other dues and outgoings in respect of the said premises from the date of signing this agreement.
- 2) As soon as the buildings are completed, the Developer shall give written notice to the Owners for taking possession of the Owner's allocation in the buildings and there being no dispute regarding the construction of the buildings in terms of this agreement and according to the specifications and plan thereof and certificate of Architects being produced to that effect then after 15 days from the date of service of such notice and at all times thereafter the Owners shall exclusively be responsible for payment of Municipal and property taxes, rates, dues duties and other public outgoing and impositions including maintenance charges, whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Owners' allocation and the Developer and/or the allottees/purchasers of the flats of the Developer's Share shall be responsible to pay the balance of the said rates. It being expressly agreed and understood that in case the parties have not sold and/or unable to sell their respective allocation, they shall be still liable to their respective share of maintenance charges, deposits taxes etc.
- 3) The Owners and the Developer shall punctually and regularly pay for the respective allocation of the said rates to the concerned

authorities or otherwise as may be mutually agreed upon between Owners and the Developer and both the parties shall keep each other indemnified against all claims actions demands costs charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the Developer in this behalf.

- 4) Notwithstanding anything contained hereinbefore it is agreed that until individual assessment of the respective flat is being made by the authority concerned the said rates will be borne by the individual flat Owners or the Developer in this behalf.
- 5) As and from the date of notice of physical possession to the Owners, the Owners shall be responsible to pay and bear and shall forthwith pay on demand to the Developer/Association service charges and mandatory costs for the common facilities in the building in respect of the Owner's Allocation.
- 6) The Owners shall be liable to pay for all the govt. taxes, GST and /or levies and or any other statutory liabilities that may be in force at the time of the transfer of possession of the flats and shall also pay for the same to the developers or to the department concerned. The owners shall also obtain mutation certificate from the Kolkata Municipal Corporation in respect of the respective flats at their own cost and expenses.
- 7) The Owners shall not do any act deed or thing whereby the Developer shall be prevented from Construction and/or completion of the said building.

ARTICLE – VIII – OWNER'S FURTHER OBLIGATIONS

- 1) The Owners on execution of this agreement has vacated and given the Developer the said land ready for construction activities at his own cost and expenses.
- 2) The Owners simultaneously with the execution of the **registered Joint Venture Agreement shall hand over all**

the Title Documents in original of the said premises in its possession or that will come into his possession to the Developer and the Developer shall be entitled to retain the same until closure of the project. **The owners shall not dispose, sell, mortgage the said premises during the pendency of the agreement.**

- 3) The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building on the said plot by the Developer if anything is not going against the spirit of this agreement.
- 4) The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented for selling, assigning and/or disposing of the Developer's allocation.
- 5) The Owners shall not mortgage or create any charge of the said premises for the Owners share in the proposed building to any bank or financial institutions and it shall not by any means should create any hindrance to the smooth development of the said premises.
- 6) The Owners covenant and agreed with the Developer to execute a Power of Attorney simultaneously with these present to empower the Developer or its nominee to execute conveyance, present and register the conveyance in favour of purchasers assignee transferees of the Developers share which shall duly come into force as and when the Developer issue notice to the Owners to take delivery of Owners share complete in all respect.
- 7) The Owners hereby agree and covenant with the Developer to execute all papers, plaint including the Deed of Conveyance that may be necessary for transfer the respective unit/flat in favour of the purchaser/assignees/transferees nominated by the Developer in respect of the Developer's allocation provided the Developer first hands over the Owner's allocated portion complete in all respect as per this agreement.

ARTICLE – IX – DEVELOPER'S FURTHER OBLIGATIONS

- 1) The Developer further agrees and covenants with the Owners to get the subject project cleared by all authorities that may be necessary for the purpose of construction and after constructing the building the Developer shall handover the Owners allocation.
- 2) The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions or rules applicable for construction of the buildings as a result of which the obligations and liabilities will accrue upon the Owners.
- 3) The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners is prevented from enjoying, selling, assigning and/or disposing of any of the Owners' allocation in the buildings.

ARTICLE – X – OWNER'S INDEMNITY

- 1) The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy their allocation without any interference or disturbance provided the Developer performs and observes and fulfils all the terms and conditions herein contained and/or their part to be observed, performed and/or fulfilled.

ARTICLE – XI – DEVELOPER'S INDEMNITY

- 1) The Developer hereby undertake to keep the Owners indemnified from and against all third party's claims and actions arising out of any of act or commission of the Developer in or relating to the construction of the said building.
- 2) The Developer hereby indemnifies and keeps the Owners indemnified from and against allocations, suits costs, proceedings and claims and demands that may arise out of the Developer's allocation with regards to the Development of the said plot

and/or in the matter of construction of the building and/or for any defect therein.

ARTICLE – XII – MISCELLANEOUS

- 1) The Owners and the Developer have entered into this Agreement purely for construction and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owners but purely as joint venture.
- 2) The Owners may instruct the Developer in writing to add or alter the specification of the Owner's share as specified in Schedule "B" hereunder written at their own cost. The Developer may at its absolute discretion add or alter the specification as desired by the Owners.
- 3) Upon the completion of the building the parties shall have their respective areas insured for such perils as may be deemed necessary including fire, riot, earthquake, flood and such other perils, including as provided for in any statute and the cost of such insurance shall be borne by the respective parties in their proportionate area for such a period as may be prescribed in any law in force at the relevant period.
- 4) It is agreed that the Developer & Owners shall have absolute right to name the building. It is agreed that the Developer and/or the Owners shall incorporate a clause in their respective document so that successor in interest does not change the name of the building once the same is completed.
- 5) It is agreed between the parties that the Stamp Duty, Registration Fees and other misc. expenses including lawyer's fee for Registration of this or **subsequent** Agreements and/or for Power of Attorney as contemplated under this Agreement shall be paid by the Developer.
- 6) It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be

done by the Developer and for which the Developer may need 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, deeds, matters and things and the Owners shall execute additional Power of Attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such acts, deeds, matters and things if, the same do not in any way infringe and/or affect the rights of the Owners in respect of the said plot and/or go against the spirit of this Agreement.

- 7) Any notice required to be given by the Developer shall be deemed to have been served on the Owners, if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due and on the Developer, if delivered by hand or send by prepaid post with acknowledgement due to the known address which appears in this Agreement.
- 8) The Developer shall be entitled to frame scheme for the management and/or administrations of the said building and/or common parts ad facilities thereof.
- 9) The Owners and the Developers hereby agree to abide by all the rules and regulations of such management and/or society and/or association and/or organization and hereby give their consent to abide by the same.
- 10) That each flat constitutes a single residential unit, transferable and heritable as such, but shall not be partitioned or subdivided for any purpose whatsoever.
- 11) That each flat owner, present for future shall be entitled to an undivided interest in the common areas and facilities in the percentage expressed in the Declaration and appurtenant to such flat;

- 12) That the common areas and facilities, in general or restricted shall remain undivided and that no owner shall bring any action for partition or division thereof so long as the property remains submitted to the provisions of the Act.
- 13) That the percentage of the undivided interest in the general or restricted common area and facilities, as expressed in the declaration, shall not be altered except with the consent at all the flat owners expressed in amended declaration duly executed and registered as provided in the said Act.
- 14) That during the period of the property remains subject to the said act no encumbrance of any nature shall be created against the property though such an encumbrance may be created only against each flat and the percentage of undivided interest in the common areas and facilities appurtenant to such appurtenant in the same manner as in relation to any other separate parcel of property subject to undivided ownership.
- 15) That the percentage of undivided interest in the common areas and facilities shall not be separated from the flat to which appertains and shall be deemed to be conveyed or encumbered with the flat even though such interest is not expressly mentioned in the conveyance or other instruments.
- 16) That no flat owner shall do anything which would be prejudicial to the soundness and safety of the property or reduce the value thereof or impair any easement of hereditament or shall add any material structure or excavate any additional basement or cellar.
- 17) That no flat owner shall sell, otherwise, transfer or rent out of his flat for any purpose other than residential;
- 18) That for the proper and effective administration of the property and for the due maintenance, repair and replacement of the common areas and facilities the flat owners shall strictly comply with the provisions of the said Act and bye laws made there under and shall pay their share or common expenses as

assessed by the Association of flat owners or Housing Co-operative Society with any such requirement shall be ground for action for damages or for other relatives for relief of the instance of the Manager or the Board or Managers on behalf of the Association of Flat Owners or Secretary or Executive Committee of the Housing Co-operative Society or in a proper case by an aggrieved flat owner, or member of the Housing Co-operative Society.

- 19) That all disputes and difference that arises by and between the parties hereto then the same will be settled by and between the parties themselves but if the parties fails to come to a concrete decision then the matter would be referred to the arbitration **and the place and sit of the said Arbitration shall be Kolkata.**

ARTICLE – XIII – TEMPORARY ACCOMODATION

- 1) The Developers shall provide a temporary accomodation/shifting of a 4BHK flat till the date of possession of the said Flat. It would be the developers responsibility to provide temporary accommodation till the allocated flats be handed over by the said Developer to respective owners. The rental expenses would be borne by the developers. All other expenses like electricity of the accommodation, living and day to day expenses would be borne by the respective owners. The developer shall reimburse a amount of **Rs.50,000/- (Rupees Fifty Thousand only)** per month or as decided between the parties to the owners against the said accommodation. The balance if any shall be paid by the owners from their own source.

ARTICLE – XIV – FORCE MAJEURE

- 1) The Parties hereto shall not to be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the force majeure and shall be suspended from the obligations the tenure of the force majeure.

- 2) Force majeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike, lockout and/or any other act or commissions beyond the control of the parties hereto.

ARTICLE – XV – ARBITRATION

- 1) In case of any dispute and/or differences arise between the parties in respect of this Agreement or in respect of any matter in connection with the construction of the building at the said premises or in respect of interpretation or construction of any of the terms and conditions herein contained or any matter connected herein the same shall be referred to the Arbitration of the arbitration proceeding shall be conducted by the said Arbitrator in Kolkata and the Arbitrator shall be entitled to publish interim or summary award. The arbitration shall be conducted by the said Arbitrator under the provisions of the Arbitration and Conciliation Act 1996 or any other enactment or modification thereof. The cost of the arbitrations shall run with the award.

ARTICLE – XVI – JURISDICTION

- 1) The Courts of Calcutta alone shall have the jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.

:-FIRST SCHEDULE ABOVE REFERRED TO:-

ALL THAT ~~partly two storied and partly three storied brick built house~~ ^{vacant} ~~TOGETHER WITH~~ ^{Vasudha} the piece and parcel of land thereunto belonging and on the part whereof the same is erected and built containing 2 Cottahs, 15 Chittacks and 20 sq. ft. be the same a little more or less situated lying at and being Premises No. 8, Ashutosh Dey Lane, Kolkata - 700006, Police Station – Girish park previously Jorsanko, under Ward No. 26, within the limits of Kolkata Municipal Corporation, Registry office Calcutta in Holding No. 279, Block No. 19, in the North Division of Calcutta, butted and bounded in the manner following :

R. Singhania
 Sole Agent & Constituted Attorney.
 H KUMAR SINGHANIA

R. Singhania *S. Singhania*

Mention the Municipality
 Tansu to Serbo...

ON THE NORTH : By Ashutosh Dey Lane.

ON THE EAST : By 10A, Ashutosh Dey Lane

ON THE SOUTH : By Busti bearing Premises No. 6, Dinanath Mitra Lane.

ON THE WEST : By 6, Ashutosh Dey Lane.

SECOND SCHEDULE MENTIONED HEREINABOVE

OWNERS SHARE

ALL THAT constructed built up area admeasuring and or amounting to 50% of the said property as sanctioned by the Kolkata Municipal Corporation to be constructed on the land attributable to the undivided proportionate impartible share in the land set out in **FIRST SCHEDULE** hereinabove mentioned. The allocation agreement would be part of this agreement which is to be executed within **30 days** from the date of receipt of the sanctioned plan.

DEVELOPER'S SHARE

ALL THAT constructed built up area admeasuring and or amounting to 50% balance of the area of the said property sanctioned by the Kolkata Municipal Corporation to be constructed on the land attributable to the undivided proportionate impartible share in the land set out in **FIRST SCHEDULE** hereinabove mentioned.

THIRD SCHEDULE MENTIONED HEREINABOVE **SPECIFICATION OF BUILDINGS**

The construction/Development shall be carried out as per the following specification: -

1. (a) All exterior brick work shall be 8" thick with bricks/AAC Blocks of approved quality in CM. (1:5). All partition shall be 3/5" thick with bricks/4" AAC Blocks approved quality in CM. (1:4) and balcony railing 3'-3" high with 3" brick wall/4" AAC Blocks;

(b) The outside of the building will have plaster $\frac{3}{8}$ " thick (average) whereas the ceiling and inside plaster will be $\frac{1}{2}$ " thick (average).

(c) **WALL FINISH:** The building shall be painted externally with exterior weather coat or equivalent the inside of the building on plaster of paris.

(d) **FLOORING:** All rooms will be laid with Tiles and a skirting of 3"-4" height, the toilet will have anti skid flooring and with glazed tiles dado of 7-0" height on all sides

(e) **DOORS:** Main Entrance door Standard Flush Door finished type door fitted with lock. Magic-eyed fittings with door stopper etc all complete on main door. Sal Wood door frame with stainless steel hinges. Stainless steel hatch bolt.

2. **OTHER DOORS:** Commercial flush door.

(i) Sal wood frame.

(ii) Round locks.

(ii) Flash door.

3. **TOILET DOORS:**

(i) PVC/UPVC door panel.

(ii) PVC / UPVC frame;

(iii) Stainless Steel 3" long tower bolt inside;

4. **WINDOWS:** - Aluminum sliding

5. **TOILET:** - The toilet will comprise the following:

i) One Anglo Indian W.C. only on white colour/Bed Room Toilet both provide with flush Tank.

ii) One shower.

iii) Two Taps.

6. On Wash Basin with one Tap in living- cum-dining room, only one basin in one flat.

7. **KITCHEN:** The kitchen will comprise the following:

i) Cooking Platform with Marble/granite top;

ii) Dado of 2'-0" height above cooking platform with glazed tiles;

iii) Stainless steel sink.

- iv) Flooring will be anti skid tiles.
8. **STAIRCASE;** The stair-case will have provision for housing electric and main switches and would comprise the following;
- i) Flooring shall be with Marble/Green Stone finish;
 - ii) Aluminum slides/ Steel frame with fixed glass panes on external wall the building for natural illumination;
 - iii) Railing shall be of or iron railing;
 - iv) Main entrance on the ground floor and top exit on the terrace/roof shall have Grill Gates;
9. **ELECTRICAL INSTALLATIONS:** The stair-case will have provision for housing electric meter and main switches and would comprise the following;
- i) Two light points, one Fan point and one plug in each bed room and living room with concealed wiring system with copper wire connections as per Rules;
 - ii) One light points each at toilet and kitchen and one geyser point at toilet.
 - iii) One power point for refrigerator in living room, extra point extra cost;
10. **WATER SUPPLY:** One underground reservoir to receive supply complete with piping;
- i) Common overhead reservoir on the roof;
 - ii) 1 (one) electric motor driven pump including piping and valves from underground reservoir to overhead;
 - iii) Common piping with valves from overhead reservoir to individual flats inside toilet and kitchen with concealed plumbing;
11. **DRAIN:** Drains shall be provided along with the external wall for disposal in the corporation drain;
12. **LIFT:** Reputed company made lift of carrying capacity of at least Four Passengers;

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by **OWNERS** at Kolkata in presence of:

1. Md. Raji Zafar

✓ Ramon Singhania
✓ Sudh Singhania
✓ R Singhania
For Self & Constituted Attorney of NILESH KUMAR SINGHANIA

SIGNATURE OF THE OWNERS

2. Chandranath Agarwal
4A, C.M. Street, Kol-1

SIGNED SEALED AND DELIVERED by **DEVELOPER** at Kolkata in presence of:

1. Md. Raji Zafar

Developers & Construction
Tazara Sarkar
Partner
Partners Construction
Partner

SIGNATURE OF THE DEVELOPER

2. Chandranath Agarwal
4A, C.M. Street, Kol-1

Drafted by me:

Md. Raji Zafar

Advocate

High court Calcutta

Enrolment No. F/027/2008

MEMO OF CONSIDERATION

RECEIVED from the within named Developer the sum of **Rs. 31,00,000/- (Rupees Thirty One Lacs)** only being the money payable under these presents as per memo below:

SI No	Particulars	Amount
1.	PNB CHEQUE NO 017342	Rs 2,75,000/-
2.	PNB CHEQUE NO 017343	Rs 2,75,000/-
3.	PNB CHEQUE NO 017344	Rs 2,75,000/-
4.	PNB CHEQUE NO 017345	Rs 2,75,000/-
5	NEFT	Rs 5,00,000/-
6	NEFT	Rs 5,00,000/-
7	NEFT	Rs 5,00,000/-
8	NEFT	Rs 3,10,000/-
9	PNB CHEQUE NO 816835	Rs 1,90,000/-
	TOTAL	Rs. 31,00,000/-

(Rupees Thirty One Lacs Only)

WITNESSES: -

- 1) Chandranath Agarwal
4A, C.H. Street, Kol-1
- 2) Md. Raj Zafar

✓ Parash Singhania

✓ Sudeh Singhania

✓
R. Singhania
For Self & Constituted Attorney
of NILESH KUMAR SINGHANIA

SIGNATURE OF THE OWNERS

SPECIMEN FORM FOR TEN FINGERPRINTS



Tanta Sarkar



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)



Manish Kumar Singh



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle



Ring



Little

(Right Hand)



R. S. Sharma



Little



Ring



Middle



Fore



Thumb

(Left Hand)



Thumb



Fore



Middle

























Ring



Little

(Right Hand)

SPECIMEN FORM FOR TEN FINGERPRINTS

	<i>Sushy Kiripharis</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
(Right Hand)								
	<i>Ramon L. Siripharis</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
(Right Hand)								
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						

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

GRN Details

GRN:	192022230128923901	Payment Mode:	Online Payment
GRN Date:	26/09/2022 12:45:22	Bank/Gateway:	Punjab National Bank
BRN :	5095254526	BRN Date:	26/09/2022 12:51:47
Payment Status:	Successful	Payment Ref. No:	2002877738/2/2022 <small>[Query No*/Query Year]</small>

Depositor Details

Depositor's Name:	BHOLENATH DEVELOPERS AND CONSTRUCTION
Address:	32, ARMENIAN STREET KOLKATA- 700001
Mobile:	9733790423
Depositor Status:	Buyer/Claimants
Query No:	2002877738
Applicant's Name:	Mr Chandranath Agarwal
Identification No:	2002877738/2/2022
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002877738/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	2002877738/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	31021
Total				40942

IN WORDS: FORTY THOUSAND NINE HUNDRED FORTY TWO ONLY.

Major Information of the Deed




Deed No :	I-1901-08767/2022	Date of Registration	27/09/2022
Query No / Year	1901-2002877738/2022	Office where deed is registered	
Query Date	24/09/2022 1:46:21 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Chandranath Agarwal 4A, Council House Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 713301, Mobile No. : 8910634323, Status :Solicitor firm		
Transaction	Additional Transaction		
agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 31,00,000/-]		
Set Forth value	Market Value		
	Rs. 93,93,998/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 31,025/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Girish Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Asutosh De Lane, , Promises No: 8, , Ward No: 026 Pin Code : 700006

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(NS -)		Bastu	2 Katha 15 Chatak 20 Sq Ft		93,93,998/-	Property is on Road
Grand Total :				4.8927Dec	0 /-	93,93,998 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Ramesh Prasad Singhania (Presentant) Son of Shri Mohanlal Executed by: Self, Date of Execution: 27/09/2022 , Admitted by: Self, Date of Admission: 27/09/2022 ,Place : Office			
		27/09/2022	L1 27/09/2022	27/09/2022

8, Asutosh De Lane, City:- Kolkata, P.O:- Beadon Street, P.S:-Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: A1xxxxxx3R, Aadhaar No: 76xxxxxxx6542, Status :Individual, Executed by: Self, Date of Execution: 27/09/2022
 , Admitted by: Self, Date of Admission: 27/09/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Smt Sudha Singhania Son of Mr Ramesh Prasad Singhania Executed by: Self, Date of Execution: 27/09/2022 , Admitted by: Self, Date of Admission: 27/09/2022 ,Place : Office	 27/09/2022	 LTI 27/09/2022	 27/09/2022

8, Asutosh De Lane, City:- Kolkata, P.O:- Beadon Street, P.S:-Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJxxxxxx8P, Aadhaar No: 84xxxxxxx8154, Status :Individual, Executed by: Self, Date of Execution: 27/09/2022
 , Admitted by: Self, Date of Admission: 27/09/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Shri Rajat Kumar Singhania Son of Mr Ramesh Kumar Singhania Executed by: Self, Date of Execution: 27/09/2022 , Admitted by: Self, Date of Admission: 27/09/2022 ,Place : Office	 27/09/2022	 LTI 27/09/2022	 27/09/2022

8, Asutosh De Lane, City:- Kolkata, P.O:- Beadon Street, P.S:-Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AUxxxxxx9H, Aadhaar No: 77xxxxxxx9934, Status :Individual, Executed by: Self, Date of Execution: 27/09/2022
 , Admitted by: Self, Date of Admission: 27/09/2022 ,Place : Office



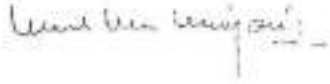


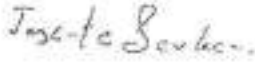
4 **Mr Nilesh Sighania**
 Son of Mr Ramesh Prasad Singhania 8, Asutosh De Lane, City:- Kolkata, P.O:- Beadon Street, P.S:-Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AWxxxxxx7G, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Attorney

Sl No	Name,Address,Photo,Finger print and Signature
1	Bholenath Developers & Construction 32, Armenian St, City:- Kolkata, P.O:- Burrabazar, P.S:-Burrabazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx4D, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Attorney Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Rajat Kumar Singhania Son of Mr Ramesh Prasad Singhania 27/09/2022, , Admitted by: Self, Date of Admission: 27/09/2022, Place of Admission of Execution: Office	Photo  Sep 27 2022 2:52PM	Finger Print  LTI 27/09/2022	Signature  27/09/2022
City:- Kolkata, P.O:- Beadon Street, P.S:-Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AUxxxxxx9H, Aadhaar No: 77xxxxxxxx9934 Status : Attorney, Attorney of : Mr Nilesh Singhania				

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Umesh Kumar Kajaria Son of Late Mohanlal Kajaria 27/09/2022, , Admitted by: Self, Date of Admission: 27/09/2022, Place of Admission of Execution: Office	Photo  Sep 27 2022 2:53PM	Finger Print  LTI 27/09/2022	Signature  27/09/2022
80/B, Jatindra Mohan Avenue, City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx4M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Bholenath Developers & Construction (as Partner)				
2	Name Shri Jayanta Sarkar Son of Late Phani Bhusan Sarkar Date of Execution - 27/09/2022, , Admitted by: Self, Date of Admission: 27/09/2022, Place of Admission of Execution: Office	Photo  Sep 27 2022 2:53PM	Finger Print  LTI 27/09/2022	Signature  27/09/2022
34/E, Raja Naba Krishna St., City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFxxxxxx3L,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Bholenath Developers & Construction (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Md RAZI ZAFAR Son of Mr SHOAIB ZAFAR 2, BANKISHALL STREET, City:- Not Specified, P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
	27/09/2022	27/09/2022	27/09/2022
Identifier Of Mr Ramesh Prasad Singhania, Smt Sudha Singhania, Shri Rajat Kumar Singhania, Mr Rajat Kumar Singhania, Mr Umesh Kumar Kajaria, Shri Jayanta Sarkar			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Ramesh Prasad Singhania	Bholenath Developers & Construction-1.22318 Dec
2	Smt Sudha Singhania	Bholenath Developers & Construction-1.22318 Dec
3	Shri Rajat Kumar Singhania	Bholenath Developers & Construction-1.22318 Dec
4	Mr Nilesh Singhania	Bholenath Developers & Construction-1.22318 Dec

Endorsement For Deed Number : I - 190108767 / 2022

On 27-09-2022

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

Admissibility under rule 24 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 13:57 hrs on 27-09-2022, at the Office of the A.R.A. - I KOLKATA by Mr Ramesh Prasad Singhaniania , one of the Executants.

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 93,93,998/-

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

Execution is admitted on 27/09/2022 by 1. Mr Ramesh Prasad Singhaniania, Son of Shri Mohanlal Singhaniania, 8, Road: Asutosh De Lane, , P.O: Beadon Street, Thana: Girish Park, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business, 2. Smt Sudha Singhaniania, Son of Mr Ramesh Prasad Singhaniania, 8, Road: Asutosh De Lane, , P.O: Beadon Street, Thana: Girish Park, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business, 3. Shri Rajat Kumar Singhaniania, Son of Mr Ramesh Kumar Singhaniania, 8, Road: Asutosh De Lane, , P.O: Beadon Street, Thana: Girish Park, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business

Indetified by Md RAZI ZAFAR, . . Son of Mr SHOAIB ZAFAR, 2, BANKISHALL STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

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

Execution is admitted on 27-09-2022 by Mr Umesh Kumar Kajaria, Partner, Bholenath Developers & Construction (Partnership Firm), 32, Armenian St, City:- Kolkata, P.O:- Burrabazar, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Md RAZI ZAFAR, . . Son of Mr SHOAIB ZAFAR, 2, BANKISHALL STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Execution is admitted on 27-09-2022 by Shri Jayanta Sarkar, Partner, Bholenath Developers & Construction (Partnership Firm), 32, Armenian St, City:- Kolkata, P.O:- Burrabazar, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Md RAZI ZAFAR, . . Son of Mr SHOAIB ZAFAR, 2, BANKISHALL STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Executed by Attorney

Execution by Mr Rajat Kumar Singhaniania, . . Son of Mr Ramesh Prasad Singhaniania, P.O: Beadon Street, Thana: Girish Park, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Business as constituted attorney for Mr Nilesh Sighania 8, Road: Asutosh De Lane, , P.O: Beadon Street, Thana: Girish Park, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006 is admitted by him

Indetified by Md RAZI ZAFAR, . . Son of Mr SHOAIB ZAFAR, 2, BANKISHALL STREET, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 31,025.00/- (B = Rs 31,000.00/- .E = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 4.00/-, by online = Rs 31,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/09/2022 12:51PM with Govt. Ref. No: 192022230128923901 on 26-09-2022, Amount Rs: 31,021/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 5095254526 on 26-09-2022, Head of Account 0030-03-104-001-16

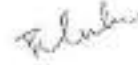
Payment of Stamp Duty

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

Description of stamp

1. Stamp: Type: Impressed, Serial no 30846, Amount: Rs.100.00/-, Date of Purchase: 02/08/2022, Vendor name: A Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/09/2022 12:51PM with Govt. Ref. No: 192022230128923901 on 26-09-2022, Amount Rs: 9,921/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 5095254526 on 26-09-2022, Head of Account 0030-02-103-003-02



Pradipta Kishore Guha
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2022, Page from 398029 to 398086
being No 190108767 for the year 2022.



Digitally signed by pradipta kishore guha
Date: 2022.10.14 17:14:52 +05:30
Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 2022/10/14 05:14:52 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)