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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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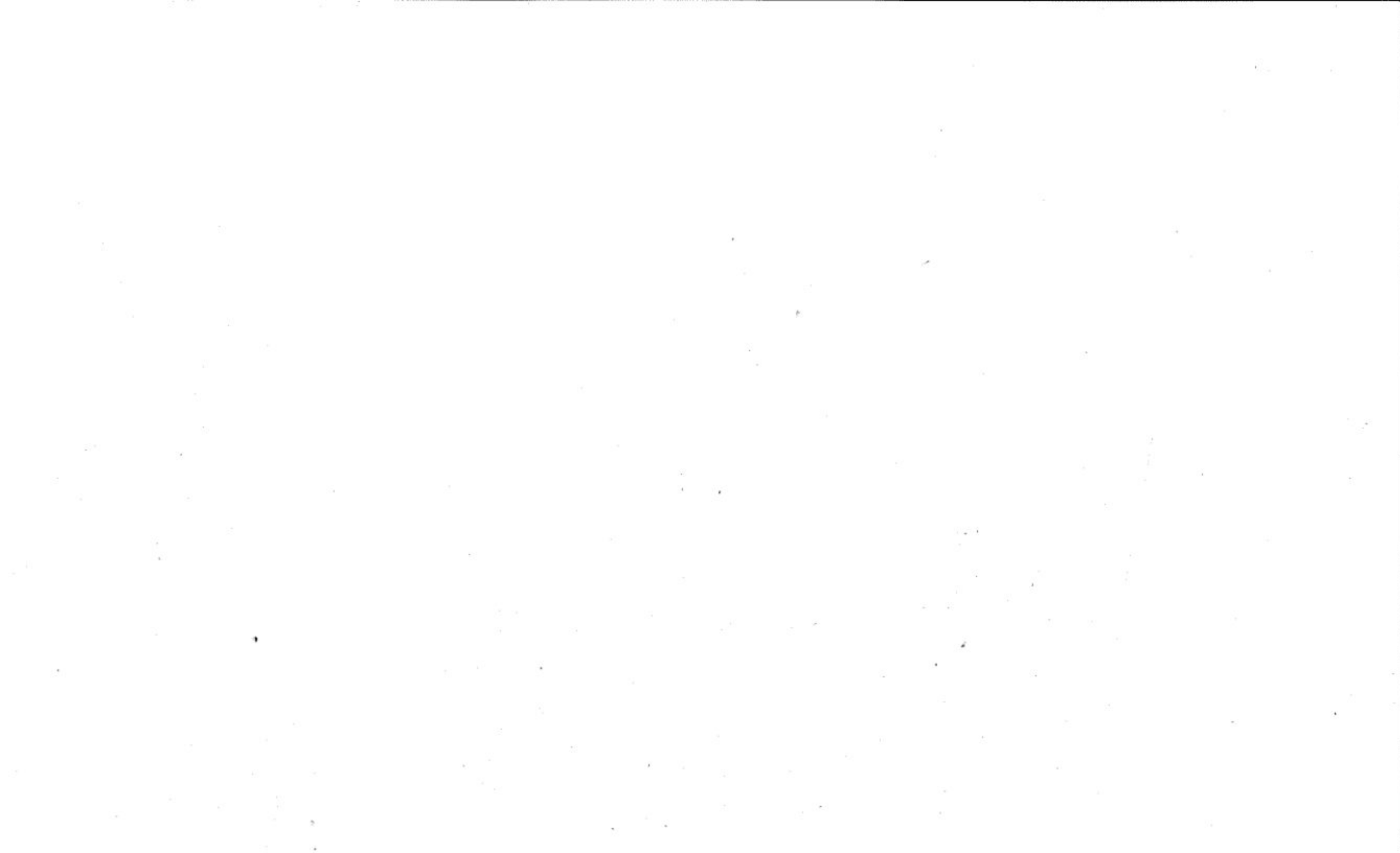
Handwritten signature and date: 23.03.2020

Certified that the document is admitted in registration, the registers are sheets and the end of the document are attached with the document.

District Sub-Register-III  
Alipore, South 24-pargana.

THIS DEVELOPMENT AGREEMENT made this 9th day of March, TWO THOUSAND AND TWENTY THREE BETWEEN

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080483

Serial No.....  
Name.....**MAHANK KARANIA**  
**ADVOCATE**  
.....**HIGH COURT, CALCUTTA**  
Address.....  
71, Park Street, (Room No.-14)  
Kolkata-700 016

15 FEB 2023

Licensed Stamp Vendor  
Date.....  
Srijit Sarkar

15 FEB 2023



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PWS, ALIPORE  
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Hanidan Sardar  
S/o. Late B. Sardar  
Village P.O. Sarberin  
P.S. Jaynagar  
South 24 PWS.  
Pin no. 743585,  
Service.

1) **NIROSHINI TECHNOLOGY LLP, (LLPIN AAH-1450) (INCOME TAX PAN AANFN3485F)**, a limited liability partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at 7B, Kiran Shankar Roy Road, 4<sup>th</sup> Floor, Police Station – Hare Street, Post Office – General Post Office, Kolkata – 700 001, West Bengal, represented by its Designated Partner, **Sri Aditya Kumar Tibrewal, (INCOME TAX PAN ABUPT6560F), (AADHAR NO. 5069 0770 2119)**, son of Binod Kumar Tibrewal, by faith Hindu, by nationality Indian, by occupation business and at present residing at Flat No. 9D, Tower – 3, Active Acres, 54/10 D.C. Dey Road, Tangra, Police Station and Post Office - Tangra, Kolkata – 700 015, West Bengal, 2) **MAHESHWARI COMMOTRADE LLP, (LLPIN AAD-6220) (INCOME TAX PAN ABAFM9142L)**, a limited liability partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at Diamond Heritage, 16 Strand Road, 10<sup>th</sup> Floor, Room No. 1007, Police Station – Hare Street, Post Office – General Post Office, Kolkata – 700 001, West Bengal, represented by its Designated Partner, **Sri Vivek Choudhary, (INCOME TAX PAN ACCPC0658A), (AADHAR NO. 8710 7389 5118)**, son of Sri Bijay Choudhary, by faith Hindu, by nationality Indian, by occupation business and at present residing at No. 84, Block BH, Salt Lake City, Sector II, Police Station Bidhannagar (North), Post Office Sech Bhawan, Kolkata – 700 091, District North 24 Parganas, West Bengal and 3) **KHAITAN CONSTRUCTION LLP, (LLPIN AAC-9285) (INCOME TAX PAN AAOFK7355G)**, a limited liability partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at No. 10A, Rawdon Street, Rawdon Enclave, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Designated Partner, **Sri Ravindra Khaitan, (INCOME TAX PAN AFQPK8488R), (AADHAR NO. 3781 7075 7108)**, son of late Ratan Lal Khaitan, by faith Hindu, by nationality Indian, by occupation business and at present residing at "Silver Spring", 5, J.B.S. Halden Avenue, Block – IV, 5<sup>th</sup> Floor, Flat No. 5A, Police Station – Pragati Maidan (previously Tiljala), and Post Office - Dhapa, Kolkata – 700 105, hereinafter collectively referred to as the 'OWNERS', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include their respective Designated Partners for the time being and their respective heirs, executors, administrators, legal representatives and assigns) **ONE PART AND KHAITAN CONSTRUCTION LLP, (LLPIN AAC-9285) (INCOME TAX PAN AAOFK7355G)**, a limited liability partnership incorporated and registered under The Limited Liability Partnership Act, 2008, having its registered office and principal place of business at

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No. 10A, Rawdon Street, Rawdon Enclave, 1st Floor, Police Station and Post Office Shakespeare Sarani, Kolkata – 700 017, represented by its Designated Partner, Sri Ravindra Khaitan, (INCOME TAX PAN AFQPK8488R), (AADHAR NO. 3781 7075 7108), son of late Ratan Lal Khaitan, by faith Hindu, by nationality Indian, by occupation business and at present residing at "Silver Spring", 5, J.B.S. Halden Avenue, Block – IV, 5<sup>th</sup> Floor, Flat No. 5A, Police Station – Pragati Maidan (previously Tijjala), and Post Office - Dhapa, Kolkata – 700 105, hereinafter referred to as the 'DEVELOPER', (which term or expression shall unless excluded by or repugnant or contrary to the subject or context mean and include and be deemed to mean and include its partners for the time being and their respective heirs, executors, administrators, legal representatives and assigns) of the

#### **OTHER PART**

#### **WHEREAS:**

A. The Owners herein are jointly and collectively in their respective ratios of ownership of 50% (fifty percent), 40% (forty percent) and 10% (ten percent) respectively, the absolute lawful owners, absolutely and lawfully seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession **ALL THAT** the piece or parcel of bastu land, admeasuring an area of 32 sataks/decimals, be the same a little more or less **TOGETHER WITH** the paths, passages, residential structure/s measuring 562 sq. ft. more or less with cemented floor about 20 years old standing and/or lying erected thereupon and others thereof being Plot No. 1, in Mouza Jagaddal, J. L. No. 71, R. S. No. 233, Touzi No. 82, under C. S. and R. S. Dag Nos. 959 and 3028, L. R. Dag Nos. 1111 (10 sataks/decimals) and 3047 (22 sataks/decimals), C. S. and R. S. Khatian Nos. 942 and 1086, L. R. Khatian No. 346, 5126, 5127 and 5128, Police Station and Additional District Sub Registrar Sonarpur, under Rajpur Sonarpur Municipality, bearing Holding No. 203, Ramchand Dey Street (Ramchandra Dey Street), Ward No. 26 (previously 24), District 24 Parganas (South), Kolkata – 700 151 **AND ALL THAT** the piece or parcel of bastu land, admeasuring an area of 29 sataks/decimals, be the same a little more or less **TOGETHER WITH** the paths, passages, residential structure/s measuring about 833 sq. ft. more or less standing and/or lying erected thereupon and others thereof being Plot No. 2, in Mouza Jagaddal, J. L. No. 71, R. S. No. 233, Touzi No. 82, under C. S. and R. S. Dag Nos. 959 and 3028, L. R. Dag Nos. 1111 (2 sataks/decimals) and 3047 (27 sataks/decimals), C. S. and R. S. Khatian Nos. 942 and 1086, L. R. Khatian No. 758, 5126, 5127 and 5128, Police Station and Additional District Sub Registrar Sonarpur, under Rajpur Sonarpur Municipality, bearing Holding No. 202, Ramchand Dey Street (Ramchandra Dey Street), Ward No. 26 (previously 24), District 24 Parganas (South),

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Kolkata – 700 151, thereby aggregating to a total area of 61 sataks/decimals of land equivalent to 36 (thirty six) cottahs 14 (fourteen) chittacks and 22 (twenty two) sq. ft., be the same a little more or less, (hereinafter collectively referred to as the “**SAID PREMISES**”), as more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written, absolutely and forever, free from all encumbrances, mortgages, charges, liens, lispendens, attachments, trusts, leases, vestings, Wakfs, debutters, acquisition, requisition and alignment whatsoever or howsoever. The devolution of title of the Owners to the said Premises is described in the **SECOND SCHEDULE** hereunder written.

- B.** The Owners assure and warrant in favour of the Developer that all the original title deeds relating to the said Premises are in the custody of the Owners and that the Owners have not created any charge or mortgage by depositing the title deeds or any of them or otherwise and that the said Premises is free from all encumbrances, mortgages, charges, liens, lispendens, attachments, trusts, leases, tenancies, bargadars, debutters, acquisition, requisition, alignment and liabilities whatsoever or howsoever.
- C.** The parties hereto have agreed upon certain terms and conditions with regard to development of the said Premises by the Developer for mutual benefit and for the consideration and on the terms and conditions hereinafter contained.
- D.** At or before the execution hereof, the respective parties hereto have resolved, by passing necessary resolutions, for development of the said Premises and to enter into this Agreement.

**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 context:

- i) **SAID PREMISES** shall mean **ALL THAT** the piece or parcel of bastu land, admeasuring an area of 32 sataks/decimals, be the same a little more or less **TOGETHER WITH** the paths, passages, residential structure/s measuring 562 sq. ft. more or less with cemented floor about 20 years old standing and/or lying erected thereupon and others thereof being Plot No. 1, in Mouza Jagaddal, J. L. No. 71, R. S. No. 233, Touzi No. 82, under C. S. and R. S. Dag Nos. 959 and 3028, L. R. Dag Nos. 1111 (10 sataks/decimals) and 3047 (22 sataks/decimals), C. S. and R. S. Khatian Nos. 942 and 1086, L. R. Khatian

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No. 346, 5126, 5127 and 5128, Police Station and Additional District Sub Registrar Sonarpur, under Rajpur Sonarpur Municipality, bearing Holding No. 203, Ramchand Dey Street (Ramchandra Dey Street), Ward No. 26 (previously 24), District 24 Parganas (South), Kolkata – 700 151 **AND ALL THAT** the piece or parcel of bastu land, admeasuring an area of 29 sataks/decimals, be the same a little more or less **TOGETHER WITH** the paths, passages, residential structure/s measuring about 833 sq. ft. more or less standing and/or lying erected thereupon and others thereof being Plot No. 2, in Mouza Jagaddal, J. L. No. 71, R. S. No. 233, Touzi No. 82, under C. S. and R. S. Dag Nos. 959 and 3028, L. R. Dag Nos. 1111 (2 sataks/decimals) and 3047 (27 sataks/decimals), C. S. and R. S. Khatian Nos. 942 and 1086, L. R. Khatian No. 758, 5126, 5127 and 5128, Police Station and Additional District Sub Registrar Sonarpur, under Rajpur Sonarpur Municipality, bearing Holding No. 202, Ramchand Dey Street (Ramchandra Dey Street), Ward No. 26 (previously 24), District 24 Parganas (South), Kolkata – 700 151, thereby aggregating to a total area of 61 sataks/decimals of land equivalent to 36 (thirty six) cottahs 14 (fourteen) chittacks and 22 (twenty two) sq. fl., be the same a little more or less, (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written).

- ii) **ARCHITECT** shall mean any person or persons, firm or firms, who may from time to time be appointed by the Developer for designing and planning of the New Building or Buildings at the said Premises.
- iii) **NEW BUILDING/S AND/OR BUILDINGS** shall mean and include the new building or buildings, commercial and/or residential and/or mixed-use building/s, as may be decided by the Developer to be constructed erected and completed by the Developer at the said Premises.
- iv) **PLAN** shall mean the plans drawings and specifications of the New Building/s as may be caused to be prepared by the Developer from the Architect and sanctioned by the Rajpur Sonarpur Municipality and/or other concerned authorities and to be approved in writing by the Owners in the manner hereinafter stated before submitting to the authorities concerned and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.

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- v) **COMMON AREAS AND FACILITIES** shall mean the areas installations and facilities in the New Building/s and the premises and expressed or intended by the Developer for common use and enjoyment by the occupants of the New Building/s.
- vi) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the New Building/s and the said premises and in particular the Common Areas and Installations and other common purposes and rendition of services in common to the purchasers/holders of flats/units/apartments therein.
- vii) **COMMON PURPOSES** shall mean and include the purposes of managing maintaining upkeeping and administering the New Building/s and the said Premises and in particular the common areas and installations, rendition of services in common to the purchasers/holders of units in the New Building/s, collection and disbursement of the common expenses and dealing with all matters of common interest of the purchasers/holders of flats/apartments in the New Building/s.
- viii) **EXTRAS AND DEPOSITS** shall mean and include all necessary charges and expenses on account of or as extras on account of all necessary charges and expenses incurred for installation and upkeep of all transformers and generators in the said premises for providing electrical facilities, Sinking Fund, generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure (such as costs and expenses for transformers, sub-station, HT panel, cabling and allied equipment installed for supply of electricity, etc.) charges/ fees towards/ in lieu of having sanctioned any deviations from the sanctioned plan(s) in the construction as stipulated in the relevant statute governing the same, expenses on account of formation of Owners' Association, legal and documentation charges, stamp duty, registration fees and other incidental and allied costs, expenses of all deeds, documents, agreements, collected from the Intending Transferees, etc., development or other fees/ charges and also those received as advances and deposits against municipal rates and taxes, maintenance charges, etc., each as determined by the Developer at its sole and absolute discretion which shall be received in entirety by the Developer.

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- ix) **GROSS SALE PROCEEDS shall mean the amounts received by the Developer from the Intending Transferee(s) in lieu of Transfer/alienation of any Unit and Car Parking Spaces and/or any part or portion of the Project together with the amounts, if any, received from the Intending Transferee(s) including Preferential Location Charges (PLC), but the term shall not mean or include:**
- a. Marketing and advertising costs and brokerages, which the parties have agreed and fixed at 4% of the sale consideration;
  - b. the Deposits;
  - c. the Extra Charges;
  - d. Statutory realization including but not limited to Goods and Service Tax (GST), Works Contract Sale Tax, payment of any taxes, fees, duties, costs, expenses or any other charges by whatever name called;
  - e. Stamp duty and registration fee, if collected from the prospective purchasers/transferees;
  - f. Cost of extra work carried out exclusively at the instance of the prospective purchasers/transferees, which shall be received in entirety by the Developer;
  - g. Furniture, fixtures, or fittings, or any electrical gadgets supplied at the cost and exclusively at the instance of the prospective purchasers/transferees beyond the specified specification, which shall be received in entirety by the Developer;
  - h. Amounts received from the purchasers/transferees on account of or as extras on account of all necessary charges and expenses incurred for installation and upkeep of all transformers and generators in the said premises for providing electrical facilities, Sinking Fund generator charges together with the charges and expenses allied/related thereto, charges towards electrical infrastructure (such as costs and expenses for transformers, sub-station, HT panel, cabling and allied equipment installed for supply of electricity, etc.) charges/ fees towards/ in lieu of having sanctioned any deviations from the sanctioned plan(s) in the construction as stipulated in the relevant statute governing the same, expenses on account of formation of Owners' Association, legal and documentation charges, stamp duty, registration fees and other incidental and allied

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costs, expenses of all deeds, documents, agreements collected from the Intending Transferees, including any amount received by the Developer in lieu of Rule - 25, from the intending transferee/ prospective purchaser, etc., development or other fees/charges and also those received as advances and deposits against municipal rates and taxes, maintenance charges, etc. which shall be received in entirety by the Developer;

- i. Amounts received by the Developer from the prospective purchasers/transferees for and on account of installation of window grills in the respective flats/units of the prospective purchasers/transferees.
- j. the amounts received by way of loan(s) from any bank(s), financial institution(s), etc. identified by the Developer to finance the construction and implementation of the Project;
- k. any amount refunded/paid and/or agreed to be refunded/paid to any Intending Transferee(s) on any account whatsoever or howsoever after adjustments if any on such amount, notwithstanding and without prejudice to the obligation of the Owners to also refund/ pay any amount to an Intending Transferee(s) if the same has been disbursed to the Owners. and accordingly, any such amounts received and collected by the Developer at (a) to (k) shall not be shared with Owners.

x) **NET SALE PROCEEDS** shall mean Gross Sales Proceeds minus / less Sales & Marketing Expenses.

xi) **SALES AND MARKETING EXPENSES** shall mean the cost of sales and marketing of the Project not exceeding 4% (Four percent) of the Gross Sale Proceeds together with applicable GST.

xii) **OWNERS' SHARE/RATIO** shall mean 28% (twenty eight percent) of the Net Sale Proceeds of the saleable area in the New Building/s to be constructed at the said Premises to comprise in various flats, units, apartments, shops, offices, showrooms and constructed spaces and any other saleable rights and constructed spaces. The Owners shall be entitled to 28% (twenty eight percent) of the Net Sale Proceeds of the sanctioned car parking spaces, open, covered, or MLCP, which shall belong absolutely and entirely to the Owners. The Net Sale Proceeds shall, however, also not include the extras and deposits, which the Developer shall be solely and absolutely entitled to. The

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Owners' share/ratio of the Net sale proceeds shall be paid to the Owners by the Developer after deducting there from the pro rata marketing costs @ 4% to be borne by the Owners and the Developer in their respective ratios. The Owners' Share/Ratio shall be shared amongst the Owners in their respective ratios of ownership of 50% (fifty percent), 40% (forty percent) and 10% (ten percent) respectively, i.e., 14% (fourteen percent), 11.2% (eleven-point two percent) and 2.8% (two-point eight percent) respectively.

- xiii) **DEVELOPER'S SHARE/RATIO** shall mean seventy two percent (seventy two percent) of the Net Sale Proceeds of the saleable area in the New Building/s to be constructed at the said Premises to comprise in various flats, units, apartments, shops, offices, showrooms and constructed spaces and any other saleable rights and constructed spaces. The Developer shall be entitled to the balance 72% (seventy two percent) of the Net Sale Proceeds of the sanctioned car parking spaces, open, covered, or MLCP, which shall belong absolutely and entirely to the Developer. The Net Sale Proceeds shall, however, also not include the extras and deposits, which the Developer shall be solely and absolutely entitled to. The Developer's share/ratio of the Net Sale Proceeds shall be paid to the Developer after deducting there from the pro rata marketing costs @ 4% to be borne by the Owners and the Developer in their respective ratios.

- xiv) **ESCROW ACCOUNTS** shall mean three or more separate accounts for the Project in the Project name to be operated by the Developers only and opened with any scheduled banks for development of the said Premises. Most probably three separate accounts to be opened for the Project shall be (i) "Sale Proceeds Account", (ii) "Escrow Account" and (iii) "Disbursement Account". All Gross Sales Proceeds to be paid, deposited, reimbursed etc. by any Intending Transferee(s) of the Saleable Areas, shall be first deposited into the "Sale Proceeds Account". On the instructions of the Developer, the said bank will transfer 70% (Seventy Percent) out of the amount credited in the Sale Proceeds Account to the credit of the Escrow Account for the purpose of covering cost of construction and the land cost and/or the project costs. The balance 30% of the amounts remaining in the Sale Proceeds Account, will be transferred to the Disbursement Account. Therefrom, out of the Balance 30% amounts, the Owners shall be entitled to receive from the Developer, proportionate to the stage of completion of the Project, the Owners' share/ratio

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out of 28% (twenty-eight percent) of the Net Sale Proceeds after making applicable deductions including Sales and Marketing Expenses as per their respective ratio. Provided the Developer shall withdraw the amounts from the Escrow Account to cover the cost of the Project, in proportion to the percentage of completion of the Project. The Developer shall ensure that there are explicit standing instructions to the said bank about transfer of the funds therein to the Escrow Account and the Disbursement Account, as aforesaid.

- xv) **UNITS** shall mean all the saleable spaces/constructed areas in the New Building/s be their flats, apartments, shops, offices, showrooms etc. capable of being independently and exclusively held used occupied and enjoyed and shall include the open terraces, if any attached to any unit/s.
- xvi) **PARKING SPACES** shall mean the spaces in the ground floor/s and the basement/s, if any, of the New Building/s as also at the open space at the ground level and MLCPs in the said Premises capable of being parked motor cars and other vehicles therein or thereat.
- xvii) **SPECIFICATIONS** shall mean the general specifications and/or materials to be used for construction erection and completion of the New Building/s as more fully and particularly described in the **THIRD SCHEDULE** hereunder written.
- xviii) Words importing **singular** shall include **plural** and vice versa.
- xix) Words importing **masculine** gender shall include **Feminine** and **Neuter** genders **And** likewise words importing feminine gender shall include masculine and neuter genders **And** similarly words importing Neuter gender shall include masculine and feminine genders.
- xx) **INTERPRETATIONS:** In this Agreement (save to the extent that the context otherwise so requires);
  - a) Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
  - b) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to

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time be amended, varied, altered, modified, supplemented or novated in writing.

- c) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- d) Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- e) The **Schedules** to this Agreement shall have the effect and be construed as an integral part of this agreement.

2. The Owners do and each of them doth hereby permits and grants exclusive right to the Developer to develop the said Premises by constructing New Building/s thereat in accordance with the plan as may be sanctioned by the Rajpur Sonarpur Municipality for mutual benefit and for the consideration and on the terms and conditions herein contained.

2.1 The rights granted to the Developer to develop the said Premises shall not be revoked or terminated by the Owners so long the Developer is not in express default of its obligations hereunder and any termination shall be done after reasonable notice to the Developer to rectify the default, if any.

3. Immediately hereafter, the Developer shall cause to be prepared the plan for construction of Building/s at the said Premises and furnish a copy thereof to the Owners for their record and information and further the Developer shall apply to the Rajpur Sonarpur Municipality for sanction of the same in the names of the Owners.

3.1 In preparation and sanction of the plan, the Developer shall endeavor to utilize maximum possible FAR available in respect of the said Premises. On sanction of the Plan by the Rajpur Sonarpur Municipality, the Developer shall furnish a copy thereof to the Owners.

3.2 All permissions and clearances required for the purposes of sanctioning of plan and construction of the Building/s, including those required under the labour/industrial laws, shall be applied for and obtained by the Developer for and on behalf of the Owners at the Developer's costs and expenses, it being clarified that the merits, outcome etc., shall be that of the Owners. The Owners shall render all assistance and co-operation to the Developer in obtaining the same and sign, execute and deliver all papers documents

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instruments writings plans applications etc. as may be required therefor and also grant a Power of Attorney for such purpose, if required by the Developer. The Developer shall furnish to the Owners copies of all permissions, clearances and No Objection, as may from time to time be obtained.

3.3 The Developer shall also take necessary steps for registration of the Project under the relevant provisions of the Real Estate (Regulation and Development) Act, 2016.

4. Immediately upon execution and registration of this Agreement, the Owners shall put the Developer in peaceful vacant possession of the said Premises to carry out the work of construction and development at the said Premises.

5. All fees of the Architects for the entire project including for preparation of plan and drawings (including working drawings) and all fees costs and charges required to be paid to the Rajpur Sonarpur Municipality for sanction of plan for the New Building/s shall be borne and paid by the Developer.

5.1 For the purposes connected with preparation, submission and sanctioning of the plan, 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 and documents 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. The Developer shall at its own costs and expenses construct the New Building/s at the said Premises in accordance with the plan as may be sanctioned by the Rajpur Sonarpur Municipality and the Owners shall not be responsible.

6.1 The Developer shall construct the New Building/s in good substantial and workman like manner and by use of new and good quality of materials. The general specifications and/or materials to be used for construction erection and completion of the New Building/s are more fully and particularly described in the **THIRD SCHEDULE** hereunder written. The construction of the Building/s shall be made complete in all respect including lifts, electrical connection and fittings, water pump electrical and sanitary fittings, sewerage and drainage.

6.2 The Developer shall be entitled to as well as obliged to 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 New Building/s at its own costs

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and expenses either in the name of the Developer and/or the Owners and for that or otherwise to close down and have disconnected the existing connections etc.

**6.3** The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the New Building/s and obtaining inputs, utilities and facilities therein and the Owners agree to execute such papers and documents and do such other acts deeds and things as may be reasonably required by the Developer there for.

**6.4** The Owners agree and covenant with the Developer not to cause any interference or hindrance in the construction of the proposed New Building/s at the said Premises by the Developer and not to do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from making or proceeding with the construction, selling, or otherwise transferring of the New Building/s. The Owners shall however be entitled either themselves or through their authorized representative from time to time to inspect and verify the progress of the development and/or construction work.

**6.5** For the purpose of construction of the New Building/s, the Developer shall be entitled to at its own costs 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 may be deemed necessary by the Developer. The remuneration salaries, wages and other charges required to be paid to the Contractors, Engineers, Architects and Mistries etc. to be employed and/or engaged shall be borne by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.

**6.6** 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 New Building/s and shall not violate any Municipal or other statutory rules and laws and abide by and observe the rules and procedures relating to making construction of the New Building/s.

**6.7** The Developer, while making construction of the New Building/s, shall ensure that there is no deviation from the Building Sanction Plan save modifications which are sanctionable or can be regularized subsequently and with the prior consent of the Architects and the Owners and the Developer shall keep the Owners indemnified against

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all actions suits proceedings costs charges expenses demands and consequences in respect thereof.

6.8 To enable the Developer to develop the said Premises, the Owners shall sign execute and deliver and produce all papers documents instruments writings plans affidavits etc. as may be reasonably required by the Developer for carrying out the development work from time to time there for.

6.9 The Owners shall always upon demand by the Developer from time to time produce all original title deeds to establish and support the Owners' title to the said Premises, including to enable the Developer and the buyers of units to take loans from Banks, Financial Institutions, etc. and also provide true copies thereof as may be required by the Developer.

6.10 The Developer shall construct the said proposed New Building/s strictly as per the Municipal Laws and/or the rules, regulations and bye-laws framed there under and the same in accordance with the sanctioned plan (save modifications which are sanctionable or can be regularized subsequently and with the prior consent of the Architects and the Owners) and shall solely be responsible for the structural stability of the proposed New Building/s as also the soundness of the construction work. In this respect, the Developer shall keep the Owners absolutely indemnified and harmless against all actions, claims and demands whatsoever (including third party claims) as may be made due to construction of the said Building/s and/or the said development work being in deviation from the sanctioned plan (save modifications which are sanctionable or can be regularized subsequently and with the prior consent of the Architects and the Owners) and/or in violation of the Municipal Laws and/or the rules, regulations and bye-laws there under.

## 7. ALLOCATION:

- (i) The Owners shall be entitled to **ALL THAT 28%** (twenty eight percent) of the Net Sale Proceeds of the saleable area in the New Building/s to be constructed at the said Premises to comprise in various flats, units, apartments, shops, offices, showrooms and constructed spaces and any other saleable rights and constructed spaces. The Owners shall be entitled to 28% (twenty eight percent) of the Net Sale Proceeds of the sanctioned car parking spaces, open, covered, or MLCP, which shall belong absolutely and entirely to the Owners. The Net Sale Proceeds shall, however, also not include the extras and deposits, which the Developer shall be solely and absolutely entitled to. The Owners' share/ratio of the Net Sale Proceeds shall be paid to

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the Owners by the Developer after deducting there from the Sales and Marketing Expenses to be borne by the Owners and the Developer in their respective ratios. The Owners' Share/Ratio shall be shared amongst the Owners in their respective ratios of ownership of 50% (fifty percent), 40% (forty percent) and 10% (ten percent) respectively, i.e., 14% (fourteen percent), 11.2% (eleven-point two percent) and 2.8% (two-point eight percent) respectively.

(ii) The Developer shall be entitled to **ALL THAT 72%** (seventy two percent) of the Net Sale Proceeds of the saleable area in the New Building/s to be constructed at the said Premises to comprise in various flats, units, apartments, shops, offices, showrooms and constructed spaces and any other saleable rights and constructed spaces. The Developer shall be entitled to the balance 72% (seventy two percent) of the Net Sale Proceeds of the sanctioned car parking spaces, open, covered, or MLCP, which shall belong absolutely and entirely to the Developer. The Net Sale Proceeds shall, however, also not include the extras and deposits, which the Developer shall be solely and absolutely entitled to. The Developer's share/ratio of the sale proceeds shall be paid to the Developer after deducting there from the Sales and Marketing Expenses to be borne by the Owners and the Developer in their respective ratios. (The respective shares/ratios of the Owners and the Developer are in short called "**the said Ratio**").

**7.1** All commercial and other benefits accruing/derivable from the New Building/s and the premises, such as hoardings, signages, bill boards, etc. and not specifically mentioned or dealt with herein shall be shared by and between the Owners and the Developer in the said Ratio.

**8.** The Developer, after sanction of the plan and at its own risks and costs and without in any manner indulging the Owners into any financial burden, be at liberty to negotiate with the prospective buyers of the flats, units and other constructed spaces in the New Building/s and enter into agreements for transfer of units, car parking spaces and other constructed and other areas benefits and rights together with the properties appurtenant thereto being the proportionate undivided share in the land comprised in the premises and also in the Common Areas and Installations, at or for such consideration and on such terms and conditions as the Developer may deem fit and proper and realise

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the sale proceeds and other amounts receivable there for and the Owners shall not raise any dispute or objection with regard thereto.

8.1 The Owners confirm that the Owners may be called upon to join in as party to the Agreements that may be entered into by the Developer for sale or otherwise transfer of units, car parking spaces and other constructed and other areas benefits properties and rights **AND THAT** if so required by the Developer, the Owners shall join in as vendors/confirming party, to all such agreements and other documents of transfer agreeing and confirming to the effect that the Owners shall execute the Conveyance of the proportionate share in the land comprised in the said Premises, without claiming any additional consideration money there for.

9. The responsibility of making out good and marketable title to the said Premises free from all encumbrances and liabilities shall always be that of the Owners.

9.1 Notwithstanding the aforesaid, it is however expressly agreed that if any encumbrance or any liability be found in respect of the said Premises or any part thereof at any time hereafter, then and in such event, the Owners shall be liable, at their own costs, to have the same cleared and in case the Owners fail to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Owners.

10. The Owners do and each of them doth hereby agrees and covenants with the Developer as follows:

- i) not to cause any interference or hindrance or obstruction in the construction of the proposed Building/s at the premises by the Developer and/or its agents.
- ii) to assist the Developer in obtaining all permissions clearances and certificates if required for the sales to be effected as envisaged herein.
- iii) to render all assistance and co-operation to the Developer in construction of the proposed Building/s, if so required and found necessary.
- iv) not to do any act deed or thing whereby the Developer may be prevented from selling, transferring, dealing with, or disposing of units, car parking spaces and other constructed and other areas in the proposed Building/s, or any part thereof.

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v) not to let out, grant, lease, transfer, mortgage, charge, or otherwise encumber, nor agree to do so, nor part with possession of the said Premises or any part thereof as from the date hereof.

11. All municipal and all other rates and taxes and other dues and outgoings in respect of the said Premises accruing and becoming due till the date of execution and registration of these presents, or till the date of handing over vacant and peaceful physical possession of the said Premises to the Developer, whichever is later, shall be for and to the account of the Owners; those accruing from the date thereafter, each party shall be liable to pay all such municipal and all other rates, taxes and other dues and outgoings in the said Ratio.
12. Unless prevented by circumstances amounting to force majeure as hereinafter appearing, the Developer shall construct erect and complete the New Building/s within a period of 4 (four) years from the date of sanction of the Building Plan, (hereinafter referred to as "**the Completion Date**"). The New Building/s shall be deemed to be complete if so certified by the Architect. However, in case of and in the event the Developer in unable to complete the said New Building/s within the said period of 4 (four) years from the date of sanction of the Building Plan, then and in that event, the Developer shall compensate the prospective purchasers/transferees as per the provisions of the Real Estate (Regulation and Development) Act, 2016. Further, in such case, the Developer shall also compensate the Owners only to the extent of 28% being the Owners' share/ratio of the unpaid and/or unrealized portion of the total consideration from the sold flats/units. If any flats remain unsold after obtaining Completion Certificate or after the formation of Association, the maintenance charges to be paid to the Developer/ Maintenance-in-Charge/ Association in respect of such unsold flats would be shared between the Owners and the Developer as per their respective ratios.
- 12.1 The Developer, at its sole discretion, shall be entitled to either use and utilize, or demolish all previous construction work done by the Owners, viz. marketing office, model flat, or piling, or any other construction activities, in the manner the Developer deems fit and proper, for which the Owners shall not ask for any payment/compensation whatsoever from the Developer.
13. Provisions for the maintenance, management and administration of the New Building/s and the Common Areas and Installations and rendition of the services in common to the Unit Holders of the New Building/s and acts deeds and things related to the common purposes shall be finalized by the Developer. The Unit Holders shall comply with the same.

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**13.1** The Developer shall be entitled to collect from the prospective purchasers/transferees, at such rate or rates on saleable areas, all charges and deposits, including for corpus and maintenance deposit, formation of the maintenance company, common expenses, municipal taxes, supply of electricity, purchase and installation of generator and transformer and allied equipments, electric and water supply connections, legal fees, additional work and amenities that may be provided, charges, out pocket expenses and fees payable for changes/regularization/completion under the building rules. The same shall not form part of the total sale proceeds and the Developer shall be solely and absolutely entitled to receive and appropriate the same.

**14.** The Owners shall grant to the Developer and/or its Partners and/or nominees Power of Attorney for the following purposes:

- i) All purposes connected with the obtaining of sanction of plan, including addition/alteration/revision/modification thereof;
  - ii) For applying for and obtaining all necessary permissions and sanctions from different authorities in connection with the construction and completion of the New Building/s and also for pursuing and following up the matter with all authorities in that regard.
  - iii) To apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage, gas, lifts in the New Building/s and other common areas and facilities required for construction and use and enjoyment of the New Building/s.
  - iv) For selling transferring and/or otherwise disposing of the flats/units and other constructed spaces in the New Building/s and for that to sign execute and register all agreements, sale deeds and other deeds and documents and all purposes connected therewith.
  - v) To enjoin the Owners as party to the agreements and other documents connected to sale transfer and/or disposal of the flats/units and other constructed spaces in the New Building/s.
  - vi) To commence prosecute enforce defend answer and/or oppose all legal proceedings in connection with the powers and authorities above stated and for effectuating and implementing these presents.
- 15.** While exercising the powers and authorities under the Power of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any act, deed, matter

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or thing which would in any way infringe or prejudicially affect the rights of the Owners and/or go against the spirit of this Agreement.

15.1 The said Power of Attorney shall form an integral part of this Agreement and shall not be revoked by the Owners.

16. It is understood that to facilitate the construction of New Building/s by the Developer and for obtaining necessary connections and utilities therein or there for, 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 made herein. The Owners agree to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owners also agree to sign and execute all such additional applications and other documents as the case may be.

17. The Agreement is subject to standard **Force Majeure** conditions as set out hereunder:

Act of God, act of public enemy, blockade, bomb blast, bomb threat, destruction of subject matter of this Agreement, earthquake, pandemic, epidemic, lockdown (partial or complete), suspension of work/business activity, outbreak, embargo, explosion, fire, flood, government action, inaction or change in law, government acquisition or requisition, hurricane, tornado, or other weather condition, inability to act due to government action or order of any court or tribunal etc. lockout, natural or artificial disaster, other industrial disturbance, peril, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war.

18. After issuance of the sanctioned plan and also commencement of construction of the New Building/s, the Developer shall be entitled to obtain loans or project loans from recognized Banks/Financial Institutions for development of the said Premises to the extent of the value of the Developer's Share/Ratio, without any further reference to the Owners in that regard, for which, if necessary, the Owners shall extend their co-operation. However, all the liabilities of refund of the said loan shall be that of the Developer only and the Developer shall indemnify and keep saved harmless and indemnified the Owners with regard thereto. In this regard, the Owners agree with the Developer that the Developer shall be entitled to mortgage the said Premises and pledge the original title deed/s for obtaining the construction loan from the financial institution by the Developer.

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19. Goods and Service Tax (GST), or any other taxes applicable on the Owners' and the Developer's shares shall be borne and paid by the Owners and the Developer respectively.
20. Each of the parties shall co-operate with the other to effectuate and implement this Agreement and shall execute and/or register such further documents and papers as may be required by the other party for giving full effect to the terms hereunder agreed.
21. The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be or be construed as partnership between the Developer and the Owners or joint venture between them in any manner nor shall be deemed to constitute an association of persons.
22. In case of acquisition or requisition or vesting of the said Premises or any part thereof prior to the commencement of construction of the New Building/s, this Agreement (and all documents executed pursuant to this Agreement) will come to an end where after no party shall have any claim or demand against each other.
- 22.1 In the case of acquisition or requisition or vesting of the said Premises or any part thereof after the commencement of construction of the New Building/s and prior to completion of construction of the New Building/s, then the Developer shall be entitled to receive the compensation awarded in respect of the construction until then made at the said Premises and the Owners shall be entitled to the entire remaining compensation awarded in respect of the said Premises, (including for the land).
- 22.2 In case of acquisition or requisition or vesting of the said Premises or any part thereof after construction and completion of the New Building/s, then the Owners and the Developer shall be entitled to the entire compensation in the said Ratio.
23. It is hereby agreed and declared by and between the parties hereto that the Project envisaged under this Agreement shall be solely and wholly marketed and sold by **Pioneer Property Management Limited**, which shall, for all practical purposes, be the sole Marketing and Selling Agent of the Project.
- 23.1 The said sole Marketing and Selling Agent of the Project, Pioneer Property Management Limited, shall be entitled to a sum equivalent to 4% (four percent) of the Gross sale proceeds of the Project, as and by way of marketing and other costs, which shall be shared and borne and paid by the Owners and the Developer in their respective Shares/Ratios.

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- 23.2 The Project shall always be known and referred to as "Prudent Amara". The name of the Project shall under no circumstances be changed ever. The Project shall be marketed as a project of the Prudent Group, in order to facilitate faster and better sale of the flats/units in the Project due to the goodwill and reputation of the brand name "Prudent" in the real estate market.
24. If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
25. Save as hereinabove provided, termination of this Agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
26. This Agreement (together with Schedules) constitutes the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
27. All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents and/or the said Premises or determination of any liability either during subsistence of this Agreement or after expiry thereof shall be referred to the arbitration of three arbitrators, one each to be appointed by the parties hereto and the third to be appointed by such two arbitrators, (hereinafter referred to as "the Arbitrators") and the same shall be deemed to be a reference within the meaning of the Arbitration and Conciliation Act, 1996, or any other statutory modification or enactment for the time being thereto in force. The Arbitrators will have summary powers and will be entitled to set up their own procedure and the Arbitrators shall have power to give interim awards and/or directions. The place of arbitration shall be at Kolkata and the language will be English.
28. Courts at Kolkata alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.
29. Any notice required to be given by any of the parties hereto on the other shall without prejudice to any other 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

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acknowledge due to the above address of the party to whom it is addressed or such other address as may be notified in writing from time to time.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**"SAID PREMISES"**

**ALL THAT** the piece or parcel of bastu land, admeasuring an area of 32 sataks/decimals, be the same a little more or less **TOGETHER WITH** the paths, passages, residential structure/s measuring 562 sq. ft. more or less with cemented floor about 20 years old standing and/or lying erected thereupon and others thereof being Plot No. 1, in Mouza Jagaddal, J. L. No. 71, R. S. No. 233, Touzi No. 82, under C. S. and R. S. Dag Nos. 959 and 3028, L. R. Dag Nos. 1111 (10 sataks/decimals) and 3047 (22 sataks/decimals), C. S. and R. S. Khatian Nos. 942 and 1086, L. R. Khatian No. 346, 5126, 5127 and 5128, Police Station and Additional District Sub Registrar Sonarpur, under Rajpur Sonarpur Municipality, bearing Holding No. 203, Ramchand Dey Street (Ramchandra Dey Street), Ward No. 26 (previously 24), District 24 Parganas (South), Kolkata - 700 151, as shown and delineated in **RED** colour border on the map or plan annexed hereto and butted and bounded in the manner following that is to say:

**ON THE NORTH:** Partly by municipal 21' road and partly by C. S. and R. S. Dag No. 3027;

**ON THE EAST:** By C. S. and R. S. Dag Nos. 3026 and 3027;

**ON THE WEST:** By C.S. and R.S. Dag No. 959 (P) and

**ON THE SOUTH:** Partly by C. S. and R. S. Dag No. 960 and partly by C. S. and R. S. Dag No. 3028

**OR HOWSOEVER OTHERWISE** the same are or is was or were heretofore butted bounded called known numbered described or distinguished.

**AND**

**ALL THAT** the piece or parcel of bastu land, admeasuring an area of 29 sataks/decimals, be the same a little more or less **TOGETHER WITH** the paths, passages, residential structure/s measuring about 833 sq. ft. more or less standing and/or lying erected thereupon and others thereof being Plot No. 2, in Mouza Jagaddal, J. L. No. 71, R. S. No. 233, Touzi No. 82, under C. S. and R. S. Dag Nos. 959 and 3028, L. R. Dag Nos. 1111 (2 sataks/decimals) and 3047 (27 sataks/decimals), C. S. and R. S. Khatian Nos. 942 and 1086, L. R. Khatian No. 758, 5126, 5127 and 5128, Police Station and

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Additional District Sub Registrar Sonarpur, under Rajpur Sonarpur Municipality, bearing Holding No. 202, Ramchand Dey Street (Ramchandra Dey Street), Ward No. 26 (previously 24), District 24 Parganas (South), Kolkata – 700 151, as shown and delineated in RED colour border on the map or plan annexed hereto and butted and bounded in the manner following that is to say:

**ON THE NORTH:** Partly by municipal road and partly by C. S. and R. S. Dag Nos. 3028 and 959;

**ON THE EAST:** By C. S and R. S. Dag No. 3026;

**ON THE WEST:** By C. S. and R. S. Dag Nos. 960 and 959 (P) and

**ON THE SOUTH:** By C. S. and R. S. Dag No. 3029

thereby aggregating to a total area of 61 sataks/decimals of land equivalent to 36 (thirty six) cottahs 14 (fourteen) chittacks and 22 (twenty two) sq. ft., be the same a little more or less

**TOGETHER WITH** all easement rights of free egress and ingress together with the right to take men, materials and vehicles, sewerage, drain, electricity, water, gas telephone connection etc. independently in, upon, over and from the municipal road on the Northern side of the of the said land

**OR HOWSOEVER OTHERWISE** the same are is was or were heretofore butted bounded called known numbered described or distinguished.

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**“DEVOLUTION OF TITLE”**

- 1) By a Registered Deed of Conveyance dated 14<sup>th</sup> November, 2022, the Owners herein being the Purchasers therein vide Deed No. **18489/2022** registered in the Office of A.R.A. – IV and recorded in Book No. 1, Volume No. 1904-2022, Pages – 1092713 to 1092748, made between the Vendors therein being **1) Sri Biswajit Dey @ Bishwajit Dey; 2) Sri Abhijit Dey**, both sons of Late Kritti Chandra Dey and **3) Smt. Smriti Kana Dutta**, wife of Sri Pratap Chandra Dutta and daughter of Late Kirti Chandra Dey and the Purchasers therein being the Owners herein being **1) Niroshini Technology LLP**, represented by its Designated Partner, Sri Aditya Kumar Tibrewal; **2) Maheshwari Commotrade LLP**, represented by its

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Designated Partner, Sri Vivek Choudhary and 3) Khaitan Construction LLP, represented by its Designated Partner, Sri Ravindra Khaitan, whereby the Vendors sold and conveyed to the Purchasers against the consideration mentioned therein all that Plot – 1 land measuring about 32 Sataks/ Decimals, along with residential structure measuring about 562 sq. ft. lying and situate in C.S. and R.S. Dag Nos. 959 and 3028 being L.R. Dag No. 1111 (being 10 Sataks/ Decimals) and L.R. Dag No. 3047 (being 22 Sataks/ Decimals) appertaining to C.S. and R.S. Khatian Nos. 942 and 1086 being L.R. Khatian No. 346, in J.L. No. 71, R.S. No. 233, Touzi No. 82 in Mouza – Jagaddal, being Holding No. 203, Ramchandra Dey Street, Kolkata – 700 151 in Ward No. 26 under Rajpur Sonarpur Municipality within the jurisdiction of Police Station – Sonarpur within District – South – 24 Paraganas, the details whereof are mentioned hereunder:

R.S. Dag No.	R.S. Khatian No.	L.R. Dag No.	L.R. Khatian No.	Area conveyed (in Decimal)
959	942	1111	346	10
3028	1086	3047		22
<b>Total:</b>				<b>32</b>

ii) By a Registered Deed of Conveyance dated 14<sup>th</sup> November, 2022, the Owners herein being the Purchasers therein vide Deed No. 10028/2022 registered in the Office of A.R.A. – I and recorded in Book No. 1, Volume No. 1901-2022, Pages – 447944 to 447975, made between the Vendor therein being Sri Tarak Nath Dey @ Sri Tarak Nath De, son of Late Nemaï Chandra Dey, and the Purchasers therein being the Owners herein being 1) Niroshini Technology LLP, represented by its Designated Partner, Sri Aditya Kumar Tibrewal; 2) Maheshwari Commotrade LLP, represented by its Designated Partner, Sri Vivek Choudhary and 3) Khaitan Construction LLP, represented by its Designated Partner, Sri Ravindra Khaitan, whereby the Vendors sold and conveyed to the Purchasers against the consideration mentioned therein all that Plot – 2 land measuring about 29 Sataks/ Decimals, along with residential structure measuring about 833 sq. ft. lying and situate in C.S. and R.S. Dag Nos. 959 and 3028 being L.R. Dag No. 1111 (being 2 Sataks/ Decimals) and L.R. Dag No. 3047 (being 27 Sataks/ Decimals) appertaining to C.S. and R.S. Khatian Nos. 942 and 1086 being L.R. Khatian No. 758, in J.L. No. 71, R.S. No. 233, Touzi No. 82 in Mouza – Jagaddal, being Holding No. 202, Ramchandra Dey Street, Kolkata – 700 151 in Ward No. 26 under Rajpur Sonarpur Municipality within the jurisdiction of Police Station – Sonarpur within District – South – 24 Paraganas, details whereof are mentioned hereunder:

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R.S. Dag No.	R.S. Khatian No.	L.R. Dag No.	L.R. Khatian No.	Area conveyed (in Decimal)
959	942	1111	758	2
3028	1086	3047		27
<b>Total:</b>				<b>29</b>

The aforesaid Owners have got their names mutated with the B.L. & L.R.O. Sonarpur vide Mutation Case Nos. MN/2022/1615/54417, MN/2022/1615/54418, MN/2022/1615/54419, MN/2022/1615/54581, MN/2022/1615/54582 and MN/2022/1615/54583.

The title, whereby the aforesaid 3 Owners became the owners of the said Property is narrated as follows:

Related to Plot No. 1 Land:

- 1) By a Bengali registered Deed of Partition dated 3<sup>rd</sup> March, 1975, being Deed No. 951/1975 registered in the office of Sub-Registrar Sonarpur and recorded in Book No. I, Volume No. 17, Pages – 43 to 52, executed by and between **Mrs. Mira Dey and 2 others**, all heirs of one **Late Kumar Krishna Dey** collectively being Parties of the **First Part** and **Mr. Kriti Chandra Dey and 10 others**, all being heirs of one **Late Kanailal Dey** collectively being Parties of the **Second Part** duly partitioned land measuring an area of 6.06 Acres in a manner whereby the Parties of the First Part obtained upon allotment and division land measuring **3.07 Acres** out of the total land admeasuring 6.06 Acres and whereby the Parties of the Second Part obtained upon allotment and division land measuring about **2.99 Acres** out of the total aforesaid land in Mouzas – Jagaddal and Elachi, Police Station and Sub Registrar - Sonarpur within District – South – 24 Paraganas.
- 2) By another Bengali registered Deed of Partition dated 2<sup>nd</sup> June, 1975, being Deed No. 2503/1975 registered in the office of Sub-Registrar Sonarpur and recorded in Book No. I, Volume No. 41, Pages – 22 to 30, executed by and between **Mr. Kriti Chandra Dey**, son of **Late Kumar Krishna Dey** being Party of the **First Part** and **Mr. Gobinda Chandra Dey, Mr. Nema Chandra Dey, Mr. Kalachand Dey and 7 others**, all being heirs of one **Late Kanailal Dey** collectively being Parties of the **Second Part** duly partitioned their portion of land measuring an area of 2.99 Acres in a manner whereby the said **Kriti Chandra Dey** obtained upon allotment and division land measuring about **9.5 Sataks/ Decimals** in Khatian No. 942 under **Dag No. 959** and also land measuring about **22.5 Sataks/ Decimals** in Khatian No. 1086 under **Dag No. 3028**, total admeasuring about **32 Sataks/ Decimals** out of the total aforesaid land measuring 2.99 Acres in Mouza – Jagaddal, J.L. No. 71, R.S. No. 233, Touzi No. 82, Police Station and Sub Registrar - Sonarpur within District – South – 24 Paraganas.

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- 3) The said **Kriti Chandra Dey** got the said 32 Decimals land mutated in his own name with the Rajpur Sonarpur Municipality.
- 4) By a Registered Bengali Deed of Gift dated 9<sup>th</sup> December, 2014, being Deed No. **11714/2014**, registered in the Office of A.D.S.R. Sonarpur and recorded in Book No. I, Volume No. 24, Pages – 5039 to 5053, whereby the said **Kriti Chandra Dey**, being the Donor therein gifted out of his natural love and affection to his sons and daughter being **1) Biswajit Dey @ Bishwajit Dey; 2) Abhijit Dey and 3) Smriti Kana Dutta** all that aforesaid land measuring **32 Sataks/ Decimals** in R.S. Dag Nos. 959 and 3028 and **L.R. Dag Nos. 1111 and 3047** appertaining to R.S. Khatian Nos. 942 and 1086 and L.R. Khatian No. 346, in Mouza – Jagaddal, J.L. No. 71, R.S. No. 233, Touzi No. 82, Police Station and Sub Registrar – Sonarpur, bearing **Municipal Holding No. 203**, Ramchand Dey Street, Kolkata – 700 151, Ward No. 26 within Rajpur Sonarpur Municipality within District – South – 24 Paraganas.
- 5) The said **Biswajit Dey @ Bishwajit Dey, Abhijit Dey and Smriti Kana Dutta** got their names mutated with the Rajpur Sonarpur Municipality.
- 6) Thereafter by the aforesaid Deed of Conveyance dated 14<sup>th</sup> November, 2022 being Deed No. **18489/2022**, the said **1) Biswajit Dey @ Bishwajit Dey; 2) Abhijit Dey and 3) Smriti Kana Dutta** sold and conveyed all that aforesaid land measuring **32 Sataks/ Decimals** to **1) Niroshini Technology LLP; 2) Maheshwari Commotrade LLP and 3) Khaitan Construction LLP**, the Purchasers therein being the Owners herein.

**Related to Plot No. 2 Land:**

- 1) By the aforesaid Deed of Partition dated 2<sup>nd</sup> June, 1975, being Deed No. **2503/1975** registered in the office of Sub-Registrar Sonarpur and recorded in Book No. I, Volume No. 41, Pages – 22 to 30, executed by and between **Mr. Kriti Chandra Dey**, son of Late Kumar Krishna Dey being Party of the First Part and **Mr. Gobinda Chandra Dey, Mr. Nemai Chandra Dey, Mr. Kalachand Dey and 7 others**, all being heirs of one Late **Kanailal Dey** collectively being Parties of the Second Part duly partitioned their portion of land measuring an area of **2.99 Acres** in a manner whereby the said **Nemai Chandra Dey** obtained upon allotment and division and became sole and absolute owner land measuring about **29 Sataks/ Decimals** in R.S. Dag Nos. 959 and 3028 and **L.R. Dag Nos. 1111 and 3047** appertaining to R.S. Khatian Nos. 942 and 1086 and L.R. Khatian No. 758 in Mouza – Jagaddal, J.L. No. 71, R.S. No. 233, Touzi No. 82, Police Station and A.D.S.R. – Sonarpur bearing **Municipal Holding No. 202**, Ramchand Dey Street, Kolkata – 700 151, Ward No. 26 under Rajpur Sonarpur Municipality within District – South – 24 Paraganas.

Contd. . .



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE

**09 MAR 2023**

- 2) The said **Nemai Chandra Dey** died intestate on 03.10.2004 leaving behind his two heirs being his widow, **Archana Dey** and his only son, **Tarak Nath Dey @ Tarak Nath De**, who got their names mutated with the Rajpur Sonarpur Municipality.
- 3) Thereafter the said **Archana Dey** died intestate on 13.01.2022 leaving behind her only son as her legal heir being the aforesaid **Tarak Nath Dey @ Tarak Nath De**.
- 4) By the aforesaid Registered Deed of Conveyance dated 14<sup>th</sup> November, 2022, being Deed No. **10028/2022**, the said **Tarak Nath Dey @ Tarak Nath De** being the Vendor therein sold and conveyed all that land measuring about **29 Sataks/ Decimals** to 1) **Niroshini Technology LLP**; 2) **Maheshwari Commotrade LLP** and 3) **Khaitan Construction LLP**, the Purchasers therein being the Owners herein.

Therefore, by virtue of the aforesaid Two Registered Deeds of Conveyance being Deed Nos. **18489/2022** and **10028/2022**, the Owners herein have become the sole and absolute owner of all that afore said land admeasuring about **61 Decimals/ Sataks** and thereafter have got their name mutated with the BL & LRO as hereunder:

R.S. Dag No.	R.S. Khatian No.	L.R. Dag No.	L.R. Khatian No.	Area conveyed (in Decimal)
959	942	1111	5126	6
			5127	1
			5128	5
3028	1086	3047	5126	20
			5127	11
			5128	18
<b>Total:</b>				<b>61</b>

Contd. . .



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE  
**09 MAR 2023**

## THE THIRD SCHEDULE ABOVE REFERRED TO:

## "SPECIFICATIONS OF CONSTRUCTION"

<b>Walls</b>	Clay/Fly ash Brick or AAC Blocks, or any other brick/block as may be advised by the Architect
<b>Wall Finish</b>	Interior – Plaster of Paris/Putty/Gypsum Plaster: Exterior – Combination of good quality cement/textured paints
<b>Flooring and Dado</b>	1) Vitrified Tiles in all bedrooms, Living/Dining/ Kitchen 2) Toilet flooring to be made with anti-skid Ceramic Tiles
<b>Kitchen</b>	1) Kitchen platform to be made of Granite 2) Dado of Ceramic Tiles up to a height of two feet from the platform 3) Stainless Steel Sink
<b>Toilet</b>	1) Standard ceramic tiles on the wall up to lintel Height 2) Reputed brands of good quality sanitary ware and CP fittings. 3) Concealed plumbing and pipe work. 4) Provision for Geysers
<b>Doors</b>	1) Door frame made of timber or any engineered material. 2) Flush Solid core
<b>Windows</b>	3) Lock of stainless steel/ brass Fully glazed aluminum windows
<b>Electricals</b>	1) Provision for adequate light points 2) Modular Switches 3) Provision for TV and Telephone lines in all Bedrooms and Living/Dining
<b>Common Lighting</b>	Overhead illumination for compound and street-lighting inside the complex
<b>Wiring</b>	Concealed copper wiring for electrical lines, telephone and television
<b>Air Conditioning</b>	Provision for air conditioning in all bedrooms. Designated space for the outdoor unit will be provided
<b>Amenities</b>	1) Two elevators of reputed brand 2) Intercom facility
<b>Generator</b>	3) Fire-fighting equipment and extinguishers as required by law. 500 watts of backup power for every 2 BHK apartment and 750 watts of backup power for every 3 BHK apartment.
<b>Grill</b>	Iron grills to be installed from inside the windows at extra cost (mandatory)

However, the Developer/Promoter reserves the right in any case to make any alteration or changes in the aforesaid Specifications in accordance with the advancement of technology and to keep-up with the latest fashion and design.

Contd. . .





DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE  
**09 MAR 2023**

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

SIGNED SEALED AND DELIVERED by and on behalf of the OWNERS at Kolkata in the presence of:

1. Hari das Sarda  
Office at 10A, Rowden Street  
Ballybati - 700017.

2. Chandan Shome  
10A Rowden Street -  
Kolkata - 700017

NIRO SHINI TECHNOLOGY LLP

Aditya Sri P. Bhowd.  
PARTNER

For Maheshwari Conmatrade LLP

Vivek Choudhary  
Partner

Khaitan Construction LLP

[Signature]  
Partner / Authorised Signatory

Khaitan Construction LLP

[Signature]  
Partner / Authorised Signatory

SIGNED SEALED AND DELIVERED on behalf of the DEVELOPER, by its Designated Partner, Sri Ravindra Khaitan, at Kolkata in the presence of:

1. Hari das Sarda.

2. Chandan Shome.

Drafted by me.

[Signature]  
Mayank Kakrania  
Advocate, High Court, Calcutta,  
10, Old Post Office Street,  
Right Wing, 1<sup>st</sup> Floor, Room No. 34A,  
Kolkata - 700 001.  
Enrolment No. WB/1287A/99

Contd. ...



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PWS, ALIFORE  
**09 MAR 2023**

SITE PLAN OF LAND IN MOUZA- JAGADDAL J.L. NO.- 71, R.S. DAG NO. - 959 & 3028 (P)  
 CORRESPONDING L.R. DAG NO. - 1111 & 3047. WARD NO - 26, UNDER RAJPUR SONARPUR  
 MUNICIPALITY. P.S. SONARPUR. DIST- 24 PGS (S).

PORTION OF THE LAND SHOWN IN RED BORDER



RAMCHAND DEY STREET

PLOT NO.	DAG NO.	AREA
1	959	09.5 DEC.
	3028	22.5 DEC.
	TOTAL	32.0 DEC.
2	959	02.0 DEC.
	3028	27.0 DEC.
	TOTAL	29.0 DEC.

C.S. / R.S. DAG NO.- 959

C.S. / R.S. DAG NO.- 959 (P)

C.S. / R.S. DAG NO.- 3027

PLOT 1  
 AREA 32 DECIMAL  
 C.S. / R.S. DAG NO.- 3028(P)

C.S. / R.S. DAG NO.- 3026

C.S. / R.S. DAG NO.- 960

NIRO SHINI TECHNOGY LLP

*Aditya K. Tewari*  
 PARTNER

PLOT 2  
 AREA 29 DECIMAL  
 C.S. / R.S. DAG NO.- 3028 (P)

For Maheshwari Comtrade LLP

*Vivek Choudhary*

Partner

Khaitan Construction LLP

*[Signature]*

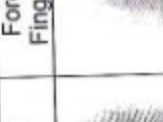
Partner / Authorised Signatory







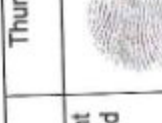
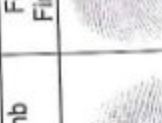


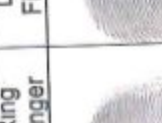








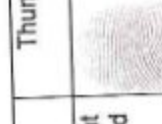
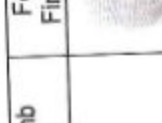
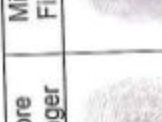


DISTRICT SUB REGISTRAR-III  
SOUTH 24 PGS., ALIPORE

**09 MAR 2023**

# SPECIMEN FORM FOR TEN FINGERPRINTS

 Arun K. Thirumal									
Left Hand		Right Hand		Left Hand		Right Hand		Left Hand	
Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger	Thumb
									

 Virek Choudhary									
Left Hand		Right Hand		Left Hand		Right Hand		Left Hand	
Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger	Thumb
									

 Arun K. Thirumal									
Left Hand		Right Hand		Left Hand		Right Hand		Left Hand	
Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger	Thumb
									



DISTRICT SUB REGISTRAR-III  
SOUTH 24 PARGAS, ALIPORE  
**09 MAR 2023**



ভারত সরকার  
Unique Identification Authority of India  
Government of India

অনুমতি নং / Enrolment No.: 1190/30101/00312

07/05/2014  
To  
Haridas Sardar  
করীম সর্দার  
SO: Bhikamar Sardar  
sarberia  
Sarberia  
Sarberia, South 24 Parganas  
West Bengal - 743355



KLS1397863FT  
91397866



আপনার আধার সংখ্যা / Your Aadhaar No.:

**8116 7641 8656**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



অধিকার সংখ্যা  
Haridas Sardar  
পিতা : করীম সর্দার  
Father : Bhikamar Sardar

জন্ম তারিখ / DOB: 25/01/1960  
সুখ / Male



8116 7641 8656

আধার - সাধারণ মানুষের অধিকার

*Haridas Sardar*





### Major Information of the Deed

Deed No :	I-1603-03540/2023	Date of Registration	09/03/2023
Query No / Year	1603-2000497718/2023	Office where deed is registered	
Query Date	23/02/2023 11:46:37 AM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	Shantiam Bajoria 10A Rawdon Street, Thana : Shakespeare Sarani, District : Kolkata, WEST BENGAL, PIN - 700017, Mobile No. : 9836397129, Status : Advocate		
Transaction			
[0110] Sale, Development Agreement or Construction agreement	Additional Transaction		
Set Forth value	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Rs. 8/-	Market Value		
Stampduty Paid(SD)	Rs. 1,99,64,827/-		
Rs. 40,120/- (Article:48(g))	Registration Fee Paid		
Remarks	Rs. 53/- (Article:E, E) Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: RAMCHANDRA DEY STREET, Mouza: Jagaddal, , Ward No: 26, Holding No:203 JI No: 71, Pin Code : 700151

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1111 (RS :- )	LR-5126	Bastu	Bastu	6 Dec	1/-	18,81,554/-	Property is on Road
L2	LR-1111 (RS :- )	LR-5128	Bastu	Bastu	5 Dec	1/-	15,67,962/-	Property is on Road
L3	LR-1111 (RS :- )	LR-5127	Bastu	Bastu	1 Dec	1/-	3,13,592/-	Property is on Road
		<b>TOTAL :</b>			<b>12Dec</b>	<b>3 /-</b>	<b>37,63,108 /-</b>	

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: RAMCHANDRA DEY STREET, Mouza: Jagaddal, , Ward No: 26, Holding No:202 JI No: 71, Pin Code : 700151

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L4	LR-3047 (RS :- )	LR-5126	Bastu	Bastu	20 Dec	1/-	62,71,848/-	Property is on Road

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: RAMCHANDRA DEY STREET, Mouza: Jagaddal, , Ward No: 25, Holding No:202 JI No: 71, Pin Code : 700151

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L5	LR-3047 (RS :- )	LR-5127	Bastu	Bastu	11 Dec	1/-	34,49,516/-	Property is on Road

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: RAMCHANDRA DEY STREET, Mouza: Jagaddal, , Ward No: 26, Holding No:202 JI No: 71, Pin Code : 70151

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L6	LR-3047 (RS :- )	LR-5128	Bastu	Bastu	18 Dec	1/-	56,44,663/-	Property is on Road
	<b>Grand Total :</b>				<b>61Dec</b>	<b>6 /-</b>	<b>191,29,135 /-</b>	



**Structure Details :**

Sch No	Structure Details	Area of Structure	Selforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3	562 Sq Ft.	1/-	3,36,673/-	Structure Type: Structure
Gr. Floor, Area of floor : 562 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 25 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L4, L5, L6	833 Sq Ft.	1/-	4,99,019/-	Structure Type: Structure
Gr. Floor, Area of floor : 833 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 25 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>1395 sq ft</b>	<b>2 /-</b>	<b>8,35,692 /-</b>	

**Land Lord Details :**



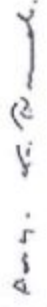






SI No	Name,Address,Photo,Finger print and Signature
1	<b>NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP</b> 4th FLOOR, 7B, Kiron Sankar Roy Road(Hastings Street), City:- Kolkata, P.O:- GENERAL POST OFFICE, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: Axxxxxx5F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>MAHESHWARI COMMOTRADE LLP</b> DIAMOND HERITAGE, 10th FLOOR, Flat No: 1007, 16, Strand Road, City:- Kolkata, P.O:- GENERAL POST OFFICE, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: ABxxxxx2L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>KHAITAN CONSTRUCTION LLP</b> RAWDON ENCLAVE, 1st FLOOR, 10A, Rawdon Street, City:- Kolkata, P.O:- SHAKESPEARE SARANI, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: Axxxxxx5G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>KHAITAN CONSTRUCTION LLP</b> RAWDON ENCLAVE, 1st FLOOR, 10A, Rawdon Street, City:- Kolkata, P.U:- SHAKESPEARE SARANI, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017 , PAN No.:: Axxxxxx5G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



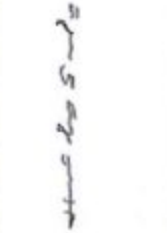


**Representative Details :**

Sl No.	Name,Address,Photo,Finger print and Signature	Name	Photo	Finger Print	Signature
1	<p><b>Mr ADITYA KUMAR TIBREWAL</b>                      Son of Mr BINOD KUMAR TIBREWAL                      Date of Execution - 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023, Place of Admission of Execution: Office</p> <p>ACTIVE ACRES, Block/Sector: TOWER - 3, Flat No: 9D, 54/10, Debendra Chandra Dey Road, City:- Not Specified, P.O:- TANGRA, P.S:-Tangra, District:-South 24-Parganas, West Bengal, India, PIN:- 700015, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India , PAN No.:: ABxxxxx0F, Aadhaar No: 50xxxxxxx2119 Status : Representative, Representative of : NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP (as DESIGNATED PARTNER)</p>	<p><b>Mr ADITYA KUMAR TIBREWAL</b>                      Son of Mr BINOD KUMAR TIBREWAL                      Date of Execution - 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023, Place of Admission of Execution: Office</p>	 Mar 9 2023 1:45PM	 LTI 09/03/2023	 09/03/2023
2	<p><b>Mr VIVEK CHOUDHARY</b>                      Son of Mr BIJAY CHOUDHARY                      Date of Execution - 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023, Place of Admission of Execution: Office</p> <p>BH BLOCK, SALT LAKE CITY, Block/Sector: II, 84, City:- Not Specified, P.O:- SECH BHAWAN, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India , PAN No.:: ACxxxxx8A, Aadhaar No: 87xxxxxxx5118 Status : Representative, Representative of : MAHESHWARI COMMOTRADE LLP (as DESIGNATED PARTNER)</p>	<p><b>Mr VIVEK CHOUDHARY</b>                      Son of Mr BIJAY CHOUDHARY                      Date of Execution - 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023, Place of Admission of Execution: Office</p>	 Mar 13 2023 2:53PM	 LTI 13/03/2023	 13/03/2023
3	<p><b>Mr RAVINDRA KHAITAN (Presentant)</b>                      Son of Late RATAN LAL KHAITAN                      Date of Execution - 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023, Place of Admission of Execution: Office</p> <p>RAWDON ENCLAVE, 1st FLOOR, 10A, Rawdon Street, City:- Kolkata, P.O:- SHAKESPEARE SARANI, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India , PAN No.:: AFxxxxx8R, Aadhaar No: 37xxxxxxx7108 Status : Representative, Representative of : KHAITAN CONSTRUCTION LLP (as DESIGNATED PARTNER), KHAITAN CONSTRUCTION LLP (as DESIGNATED PARTNER)</p>	<p><b>Mr RAVINDRA KHAITAN (Presentant)</b>                      Son of Late RATAN LAL KHAITAN                      Date of Execution - 09/03/2023 , Admitted by: Self, Date of Admission: 09/03/2023, Place of Admission of Execution: Office</p>	 Mar 9 2023 1:00PM	 LTI 09/03/2023	 09/03/2023



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr HARIDAS SARDAR</b> Son of Late B SARDAR VILLAGE - SARBERIA, Village:- SARBERIA, P.O:- SARBERIA, P.S:- Joynagar, District:-South 24-Parganas, West Bengal, India, PIN:- 743385			
09/03/2023		09/03/2023	09/03/2023
Identifier Of Mr ADITYA KUMAR TIBREWAL, Mr VIVEK CHOUDHARY, Mr RAVINDRA KHAITAN			





Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP	KHAITAN CONSTRUCTION LLP-6 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	MAHESHWARI COMMOTRADE LLP	KHAITAN CONSTRUCTION LLP-5 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	KHAITAN CONSTRUCTION LLP	KHAITAN CONSTRUCTION LLP-1 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP	KHAITAN CONSTRUCTION LLP-20 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	KHAITAN CONSTRUCTION LLP	KHAITAN CONSTRUCTION LLP-11 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	MAHESHWARI COMMOTRADE LLP	KHAITAN CONSTRUCTION LLP-18 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP	KHAITAN CONSTRUCTION LLP-281.00000000 Sq Ft
2	MAHESHWARI COMMOTRADE LLP	KHAITAN CONSTRUCTION LLP-225.00000000 Sq Ft
3	KHAITAN CONSTRUCTION LLP	KHAITAN CONSTRUCTION LLP-56.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP	KHAITAN CONSTRUCTION LLP-416.00000000 Sq Ft
2	MAHESHWARI COMMOTRADE LLP	KHAITAN CONSTRUCTION LLP-333.00000000 Sq Ft
3	KHAITAN CONSTRUCTION LLP	KHAITAN CONSTRUCTION LLP-84.00000000 Sq Ft



## Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: RAMCHANDRA DEY STREET  
Mouza: Jagaddal, , Ward No: 26, Holding No:203 JI No: 71, Pin Code : 700151

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1111, LR Khatian No:- 5126	Owner:নিরশিী টেকগোপজি এল এল সি, Gurdian:পক্ষে পাটনাস, Address:নিজ, Classification:বাঙ, Area:0.060000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 1111, LR Khatian No:- 5128	Owner:মাহেশ্বরী কমাতেড এল এল সি, Gurdian:পক্ষে পাটনাস, Address:নিজ, Classification:বাঙ, Area:0.050000000 Acre,	Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 1111, LR Khatian No:- 5127	Owner:খইতান কপ্তাজ্ঞান এল এল সি, Gurdian:পক্ষে পাটনাস, Address:নিজ, Classification:বাঙ, Area:0.010000000 Acre,	Seller is not the recorded Owner as per Applicant.

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: RAMCHANDRA DEY STREET  
Mouza: Jagaddal, , Ward No: 26, Holding No:202 JI No: 71, Pin Code : 700151

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L4	LR Plot No:- 3047, LR Khatian No:- 5126	Owner:নিরশিী টেকগোপজি এল এল সি, Gurdian:পক্ষে পাটনাস, Address:নিজ, Classification:বাঙ, Area:0.200000000 Acre,	Seller is not the recorded Owner as per Applicant.

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: RAMCHANDRA DEY STREET  
Mouza: Jagaddal, , Ward No: 25, Holding No:202 JI No: 71, Pin Code : 700151

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L5	LR Plot No:- 3047, LR Khatian No:- 5127	Owner:খইতান কপ্তাজ্ঞান এল এল সি, Gurdian:পক্ষে পাটনাস, Address:নিজ, Classification:বাঙ, Area:0.110000000 Acre,	Seller is not the recorded Owner as per Applicant.

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: RAMCHANDRA DEY STREET  
Mouza: Jagaddal, , Ward No: 26, Holding No:202 JI No: 71, Pin Code : 70151

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L6	LR Plot No:- 3047, LR Khatian No:- 5128	Owner:মাহেশ্বরী কমাতেড এল এল সি, Gurdian:পক্ষে পাটনাস, Address:নিজ, Classification:বাঙ, Area:0.180000000 Acre,	Seller is not the recorded Owner as per Applicant.



On 09-03-2023

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

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

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

Presented for registration at 11:02 hrs on 09-03-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr RAVINDRA KHAITAN .

**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 1,99,64,827/-

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

Execution is admitted on 09-03-2023 by Mr ADITYA KUMAR TIBREWAL, DESIGNATED PARTNER, NIROSHINI TECHNOLOGY LIMITED LIABILITY PARTNERSHIP (LLP), 4th FLOOR, 7B, Kiron Sankar Roy Road(Hastings Street), City:- Kolkata, P.O:- GENERAL POST OFFICE, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 Identified by Mr HARIDAS SARDAR, , Son of Late B SARDAR, VILLAGE - SARBERIA, P.O: SARBERIA, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743385, by caste Hindu, by profession Service Execution is admitted on 09-03-2023 by Mr VIVEK CHOUDHARY, DESIGNATED PARTNER, MAHESHWARI COMMOTRADE LLP (LLP), DIAMOND HERITAGE, 10th FLOOR, Flat No: 1007, 16, Strand Road, City:- Kolkata, P.O:- GENERAL POST OFFICE, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr HARIDAS SARDAR, , Son of Late B SARDAR, VILLAGE - SARBERIA, P.O: SARBERIA, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743385, by caste Hindu, by profession Service

Execution is admitted on 09-03-2023 by Mr RAVINDRA KHAITAN, DESIGNATED PARTNER, KHAITAN CONSTRUCTION LLP (LLP), RAWDON ENCLAVE, 1st FLOOR, 10A, Rawdon Street, City:- Kolkata, P.O:-

SHAKESPEARE SARANI, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017; DESIGNATED PARTNER, KHAITAN CONSTRUCTION LLP (LLP), RAWDON ENCLAVE, 1st FLOOR, 10A, Rawdon Street, City:- Kolkata, P.O:- SHAKESPEARE SARANI, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017

Identified by Mr HARIDAS SARDAR, , Son of Late B SARDAR, VILLAGE - SARBERIA, P.O: SARBERIA, Thana: Joynagar, , South 24-Parganas, WEST BENGAL, India, PIN - 743385, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53.00/- ( E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/03/2023 7:07PM with Govt. Ref. No: 192022230323459471 on 06-03-2023, Amount Rs: 21/-, Bank: State Bank of India ( SBIN00000001), Ref. No. CKW3326889 on 06-03-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 40,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 80483, Amount: Rs.100.00/-, Date of Purchase: 15/02/2023, Vendor name: Srijit Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/03/2023 7:07PM with Govt. Ref. No: 192022230323459471 on 06-03-2023, Amount Rs: 40,020/-, Bank: State Bank of India ( SBIN00000001), Ref. No. CKW3326889 on 06-03-2023, Head of Account 0030-02-103-003-02



Debasish Dhar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal





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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 108178 to 108218  
being No 160303540 for the year 2023.



*Debasish*

Digitally signed by Debasish Dhar  
Date: 2023.03.13 19:27:22 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/03/13 07:27:22 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)