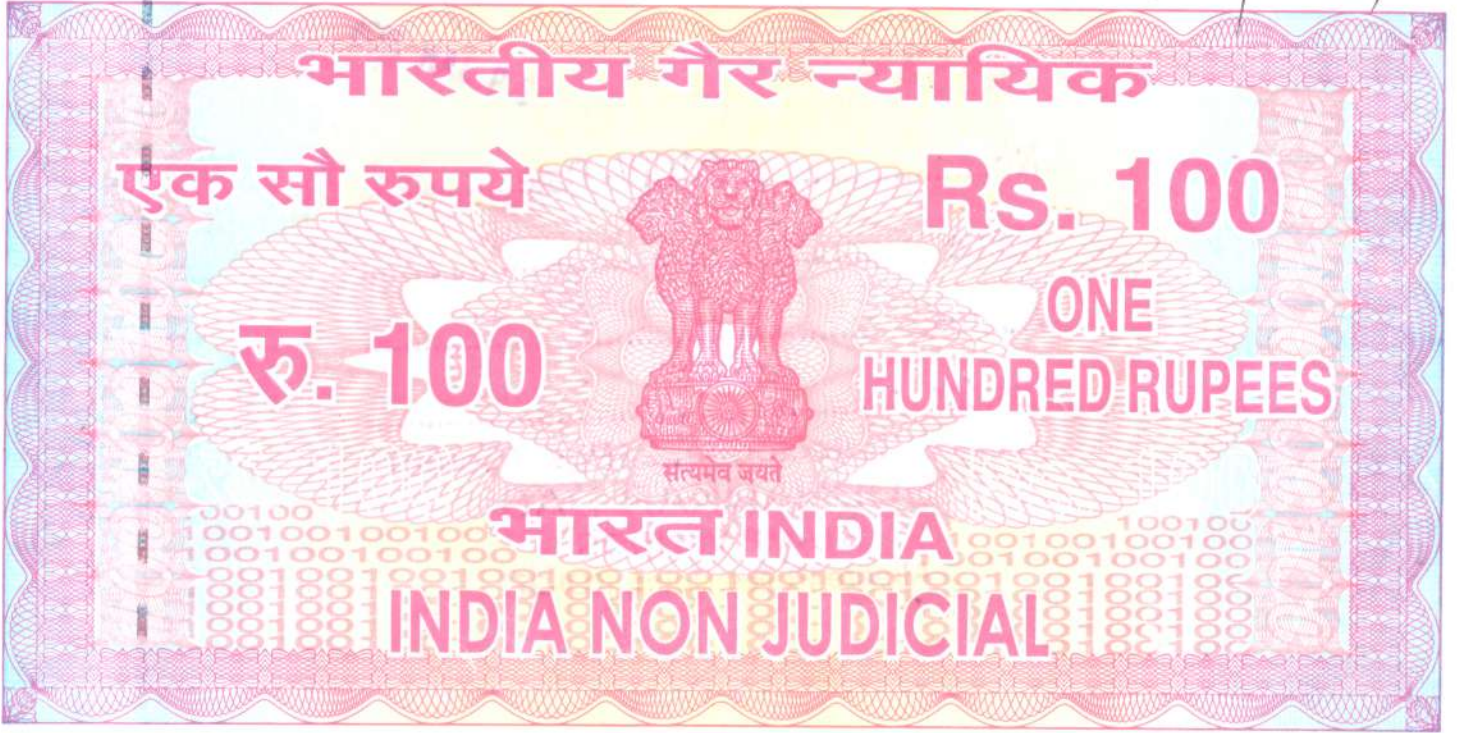


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Certified that the document is admitted for Registration. The signature sheets and the endroement sheets attached with the document are the part of this document.


District Sub-Register-II
Alipore, South 24-Parganas

19 FEB 2024

JOINT DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY

THIS AGREEMENT is made and executed on this 19th day of FEBRUARY, 2024
(Twenty Four).

BETWEEN

MESSRS SHREE NIL MADHAV CONSTRUCTION PVT. LTD. (PAN: AASCS2236B), (CIN U45400WB2012PTC186468), a Company incorporated under the Companies Act, 1956 having its registered Office at 54A, Raja Ram Mohan Roy Road, P.S ^{Haridevpur} Behala, P.O. Pachim Putiary, Kolkata 700041, represented by its Director **SRI BAIDYANATH ADHIKARY (PAN:AUHPA2892D, (Aadhar No. 7358 9022 4872))** son of Late Miru Adhikary, by Occupation Business, by Nationality Indian, by Religion Hindu, working for gain at 54A, Raja Ram Mohan Roy Road, P.S ^{Haridevpur} Behala, P.O. Pachim Putiary, Kolkata 700041 pursuant to the Company's Board Resolution dated ¹⁶⁻⁰⁸⁻²⁰²³ ~~16-01-2024~~ hereinafter referred to as the **"OWNER"** (which expression shall, unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successor or successors-in-interest and assigns) of the **ONE PART:**

Baidya with Address

AND

M/S PHOENIX DEALERS LLP (PAN: AAYFP5464H), a Limited Liability Partnership Concern incorporated under The Limited Liability Partnership Act, 2008 and having its Registered Office at 19, R.N. Mukherjee Road, Eastern Building, 1st Floor, P.O. Bowbazar, P.S. Hare Street, Kolkata 700001, represented by its Partner **MR. GAUTAM SUREKA (PAN: ALQPS9287E) (Aadhar No. 2835 0334 4623)** son of Mr. Vijay Kumar Sureka, by Occupation Business, by Nationality Indian, by Religion Hindu, working for gain at 19, R.N. Mukherjee Road, Eastern Building, 1st Floor, P.O. Bowbazar, P.S. Hare Street, Kolkata 700001, pursuant to the Board Resolution dated 17.02.2024 herein after referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context mean and include its successor or successors-in-interest and assigns) of the **OTHER PART:**

WHEREAS

1. By a Deed of Conveyance dated 17th March, 2023 and registered in Book No.1, Volume No. 1602-2023, Pages 92493 to 92525, being Deed No.160202315 for the year 2023, at the office of District Sub Registrar II, South 24 Parganas, the owner herein purchased

and acquired from one Smt. Susmita Banerjee, Smt. Uma Chakravorty, Smt. Mausumi Chattopadhyay, Sri Bikramjit Chakrabarti, Smt. Nandita Chakraborty All That undivided land measuring about **4 Cottahs, 11 Chittacks and 9 Sq.ft.** out of total area of **5 Cottahs and 14 Chittacks more or less** situated and lying at Municipal Premises No.17, Raja Ram Mohan Roy Road, , P.S. Haridevpur, Kolkata-700041 under Ward No.115 of the Kolkata Municipal Corporation, District South 24 Parganas comprised at Mouza Sirity, R.S. Dag No602, R. S. Khaian No.639, Hal R.S. Khatian No.1249 and thereafter R.S. Khatian No.1262, J.L.No.111 together with structure thereon, for the consideration and on the terms and conditions therein mentioned subject to occupation of tenant/s but otherwise free from all encumbrances.

2. By another Deed of Conveyance dated 22nd May,2023 and registered in Book No.1, Volume No. 1602-2023, Pages 236042 to 236069, being Deed No.160206994 for the year 2023, at the office of District Sub Registrar II, South 24 Parganas, the owner herein further purchased and acquired from Lokenath Enterprise, a Partnership Firm having its Office at 128/6, Motilal Gupta Road, Kolkata-700008 All That undivided land measuring about **1 Cottah and 2 Chittacks and 36 Sq.ft.** out of total area of **5 Cottahs and 14 Chittacks more or less** situated and lying at Municipal Premises No.17, Raja Ram Mohan Roy Road, , P.S. Haridevpur, Kolkata-700041 under Ward No.115 of the Kolkata Municipal Corporation, District South 24 Parganas comprised at Mouza Sirity, R.S. Dag No602, R. S. Khaian No.639, Hal R.S. Khatian No.1249 and thereafter R.S. Khatian No.1262, J.L.No.111 together with structure thereon, for the consideration and on the terms and conditions therein mentioned subject to occupation of tenant/s but otherwise free from all encumbrances.
3. In the circumstances aforesaid, the Owner herein became the sole and absolute owner of All That piece and parcel of Land measuring about a total area of **5 Cottahs and 14 Chittacks more or less** situated and lying at Municipal Premises No.17, Raja Ram Mohan Roy Road, P.S. Haridevpur, Kolkata-700041 under Ward No.115 of the Kolkata Municipal Corporation, District South 24 Parganas comprised at Mouza Sirity, R.S. Dag No602, R. S. Khaian No.639, Hal R.S. Khatian No.1249 and thereafter R.S. Khatian

No.1262, J.L.No.111 together with structure thereon and hereinafter referred to as "**the Property**" and more fully mentioned in the **FIRST SCHEDULE** hereunder written.

4. Pursuant to purchase of the said Property, the Owner herein caused its name mutated in the Assessment Record of the Kolkata Municipal Corporation vide Assessee Number: 411151200179 and also got its name recorded in the Record of Rights (L.R. Parcha) issued by the concerned department of the Government of West Bengal vide new L.R. Khatian No.2151 and further got the classification of the land converted into Bastu from Danga vide Conversion Order dated 04.09.2023 bearing Reference Number: 17/2265/BL & LRO/KOL passed by the Office of the Block & Land Reforms Officer, Government of West Bengal.
5. The Owner has decided to induct a Developer who has an expertise in development of immoveable properties.
6. The developer coming to know about such intentions of the Owner, approached the Owner towards development of the said Property and after several discussions held between the parties hereto, the Owner has appointed the Developer herein to develop the said property on the terms and conditions agreed between them on a **Revenue Sharing Model in the ratio of 50:50%** and which are also mentioned hereinafter in these presents.

NOW THIS AGREEMENT WITNESSETH and it is hereby mutually agreed and declared by and between the Owner and the Developer as follows:

ARTICLE - I

DEFINITIONS

1.1 "**the BUILDING**" - shall mean and include the proposed new building and other areas and spaces to be erected in or upon the land comprised in the said premises as per the plan/plans to be sanctioned by the competent authorities.

1.2 **"DEVELOPER"** - shall mean and include the said **M/S PHOENIX DEALERS LLP**, and its successor or successors – in -interest and/or permitted assigns.

1.3 **"OWNER"** - shall mean and include the said **MESSRS SHREE NIL MADHAV CONSTRUCTION PVT LTD** and its successor or successors – in -interest and/or permitted assigns.

1.4 **SALEABLE SPACE** :Shall mean the space in the new building available for independent use and occupation by the developer after making due provisions for common facilities and space required thereof and after providing the Owners' allocation.

1.5 **THE PROPERTY** : shall mean and include all that of Bastu land lying and situated at Municipal Premises No.17, Raja Ram Mohan Roy Road, P.S. Haridevpur, Kolkata-700041 under Ward No.115 of the Kolkata Municipal Corporation, District South 24 Parganas having a total area of **5 Cottahs and 14 Chittacks more or less** together with structure thereon and more fully and particularly described in the **First Schedule** hereunder written.

1.6 **OWNERS' ALLOCATION**: (On completion of proposed new buildings as per sanctioned plan to be extended and/or revised) shall mean and include **50%** of the Realizations arising out of **50% of the total built-up area of the new building and the proportionate car parking spaces including the common facilities and like undivided proportionate share in the land comprised in the said Premises, shall absolutely belonged to the Owners herein subject to Article XIII of this Agreement.** In the event of **any additional sanction vertically or horizontally is further sanctioned post initial sanction of the sanction plan**, the Owners shall be entitled to further **50% of the Realizations of the built-up area of such additional sanction in the building.**

1.7 **DEVELOPER'S ALLOCATION**- (On completion of proposed new buildings as per sanctioned plan to be extended and/or revised) shall mean and include the **50%** of the Realizations arising out of the **remaining 50 % of the total built-up area of the new building and the proportionate car parking spaces including the common facilities and like undivided proportionate share in the land comprised in the said Premises, shall absolutely belonged to the Developer herein.** In the event of **any additional sanction vertically or horizontally is further**

sanctioned post initial sanction of the sanction plan , the Developer shall also be entitled to further remaining **50%** of the Realizations of the built-up area of such additional sanction in the building.

1.8 **REALIZATIONS**- shall mean and include the amounts received against transfer of the units from time to time including the consideration for transfer, Floor Rise Charges, Car Parking Charges, nomination charges but shall not include any other amounts received on any head whatsoever including but not limited to Goods and Service Tax, Extras and Deposits, any interest on delayed payments by the Transferees, any additional charges received by the Developer for any additional work at the behest of any intending transferee.

1.9 **BUILDING PLAN**: In the event of any additional sanction vertically or horizontally is further sanctioned post initial sanction of the sanction plan , the Owners shall be entitled to 50% of the built-up area of such additional sanction in the building.

1.10 **TRANSFER** :With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in building to purchase thereof although the same may not amount to a transfer in law without causing in any manner inconvenience or disturbance to the Owner.

1.11 **TRANSFEEE**: Shall mean a person, firm, limited company, LLP, and association of persons to whom any space in the proposed new building will be transferred.

1.12 **TIME**: Shall mean the construction shall be completed within **24 (twenty-four) months** from the date of sanction of the building plan by the Competent Authority.

1.13 **WORDS**: Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and similarly words importing neutral gender shall include masculine and feminine genders.

ARTICLE - II**INTERPRETATIONS**

- 2.1 Any reference to a statute shall include any statutory extension or modifications, re-enactment of such statute and any rules, regulations, bye-laws or orders made thereunder.
- 2.2 Any covenant by the Developer and/or the Owner to act or to do anything shall be deemed to include their respective obligations to perform the said act or thing to be done.
- 2.3 Singular number shall include plural and vice-versa.
- 2.4 The headings shall not form part of this Agreement and have been given only for the sake of convenience and shall not be taken into account for the purpose of construction or interpretation of this Agreement.

ARTICLE - III**DATE OF COMMENCEMENT**

- 3.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

ARTICLE - IV**OWNER REPRESENTATIONS**

The Owner has represented to the Developer as follows:

- 4.1 The Owner is the absolute bonafide undisputed owner of the property.
- 4.2 The property is tenanted but otherwise free from all encumbrances, charges and liabilities.
- 4.3 There is no impediment of any nature whatsoever for the Owner to entrust the development of the property along with Developer.
- 4.4 The Owner shall render its best co-operation and assistance to the Developer in the matter of development of the property and/or the construction of the building.

ARTICLE - V**DEVELOPER'S REPRESENTATIONS AND UNDERTAKINGS**

5.1 The Developer shall carry out the work of development of the property and/or construction of the entire building.

- i) at costs and expenses to be solely borne by the Developer herein;
- ii) in accordance with the provisions of applicable laws in force for the time being and the Rules, Regulations and Bye-laws framed there under including under WBRERA and/or in force for the time being and in accordance with the plan duly sanctioned by the Kolkata Municipal Corporation or any other Competent Authority; and
- iii) as per the provisions contained in this Agreement.

5.2 The Developer shall ensure that the standards of construction, finish and general appearance of the building and the materials and fittings to be used in the construction of the said building shall be of good quality.

ARTICLE - VI**MUTUAL COVENANTS**

6.1 The Owner shall negotiate and remove the tenants at its own costs by paying the compensation and/or rehabilitate them in the new building out of developer's allocation as the case may be and enter into contracts in connection therewith.

6.2 The Developer shall be entitled to get the plan sanctioned and approved by the Kolkata Municipal Corporation or any other Competent Authority in the name of the Owner and all costs, charges and expenses incurred thereof shall be borne and discharged by the Developer only.

6.3 The Owner shall subject to the performance by the Developer of its obligations sign and execute, if required, at the costs of the developer herein, deliver to the Developer all plans, sketches, designs, lay-outs, maps, specifications, applications, declarations, affidavits and other documents, papers and writings as may from time to time be necessary or required by the Developer for obtaining any necessary modifications and/or revisions and/or

necessary changes to of the said sanctioned building plan for construction of the said building.

6.4 Under this Agreement, the Owner hereby grants to the Developer necessary Powers of Attorney for the purpose of, *inter alia*, for building plan sanctioning, revision or modification of plan to be sanctioned, sketches, designs, layouts, maps, specifications, applications, declarations, affidavits and other papers and documents and signing thereof for, on behalf of and in the name of the Owner, submission of such building plan to the concerned authorities, making representations, obtaining of such sanction or permissions and approvals and making deposits and payments to the concerned authorities and proceeding with the construction of the building in and upon the property.

6.5 The Developer shall be entitled to mortgage or charge its entitlement being the Developer's Allocation in favour of Banks and/or Financial Institutions for the purpose of financing the construction of the buildings on the property. The Owner will assist and cooperate with the Developer in this regard and shall have no personal liability as to the same or any portion thereof.

6.6 All matters, litigations etc. by any third party out of anything done or omitted to be done by the Developer and/or its agents under this Agreement shall be defended by the Developer for and on its own behalf and on behalf of the Owner at the costs of the Developer alone. Provided that in the event of such matters or litigations arising out of anything done or omitted to be done by the Owner, the Owner shall bear and pay the costs and expenses thereof.

6.7 Taking into account the total area of the land comprised in the property, the Developer shall be entitled to construct, erect and complete one number of building on the property consisting of several self-contained flats/apartments/commercial spaces/constructed spaces/ car parking spaces capable of being held and/or enjoyed independently as finally sanctioned by the Kolkata Municipal Corporation.

6.8 The Developer shall be entitled to appoint at its own costs and expenses Contractor/Contractors/Sub-Contractors and labourers for the construction and completion of the building or any portion thereof either wholly or department-wise or job-wise or on piecemeal basis and all payment liabilities and dues payable to such contractors/sub-contractors or labourers shall be borne and paid by the developer only being the part of construction and development costs, however there will be no privity of contract between

the Owner and any such contractor/sub-contractor or labourers and that the Developer shall be solely responsible to deal with the same.

6.8 However, the Owner can also appoint Supervisors, Labourers, Advocates etc for the purpose to check the quality of the work and the cost for appointing such Supervisors, Labourers, Advocates etc will be borne by the Owner completely.

6.9 The Developer shall be entitled to transfer or assign the benefits of this Agreement or any part thereof without the consent in writing of the Owner including for the purpose of taking financial assistance for completing the building effectively.

6.10 The Owner hereby agrees and covenants with the Developer not to let out grant, lease, mortgage, encumber and / or charges the said plot of land or any portion thereof till the purpose of this agreement is fully satisfied.

6.11 The owner undertakes that during the continuance of this agreement it shall not enter into any Development or Sale Agreement with the third party about the said property or any part thereof but the owner shall have every right to enter into an agreement for sale in respect the owner's allocation.

ARTICLE - VII

COST OF CONSTRUCTIONS

7.1 The entire cost of construction of the building to be constructed on the property including the area falling to the share of the Owner shall be borne by the Developer only. Such costs shall include the sanction of the building plan, modifications of sanctioned plan, costs of all services, amenities, fittings and fixtures and all overheads regarding construction, price rise in the cost of materials used for construction, fees payable to the Architect and Engineers in respect of the construction and costs for the purpose of obtaining various sanctions/licenses.

ARTICLE - VIII

PARTIES ALLOCATION

8.1 In consideration of the Owner having agreed to grant the exclusive right of development in respect of the property and in further consideration of the Developer having agreed to incur all costs, charges and expenses as herein contained for the purpose of construction of

the building(s) it is agreed that out of the total saleable area, **50%** of the Realizations arising out of **50%** of the total built-up area of the new building and the proportionate car parking spaces including the common facilities and like undivided proportionate share in the land comprised in the said Premises, shall absolutely belong to the Owner herein subject to Article-XIII of this Agreement and similarly **50%** of the Realizations arising out of The remaining **50 %** of the total built-up area of the new building and the proportionate car parking spaces including the common facilities and like undivided proportionate share in the land comprised in the said Premises shall belong absolutely to the Developer.

8.2 It is agreed that till such time the demarcation of the allocation happens between the Owner and the Developer herein, the entire saleable space shall be held jointly by the parties hereto each having undivided ownership in the ratio of 50:50 and both the parties hereto shall jointly enter into Agreements for Sale or otherwise deal with the same jointly for mutual benefits and shall sign and execute and register such deeds, instruments and documents in favour of intending acquirers and all moneys received in respect thereof shall belong absolutely to the Owner and the Developer in the said ratio i.e.50:50 and both the parties shall jointly have the rights and powers in respect of such sale, transfer or disposal of their joint allocation. However the demarcation will be optional for the parties hereto, if they desire to keep the entire allocation in joint kitty.

8.3 It is hereby agreed that once the demarcation of the allocation in the new proposed building is recorded in writing between the parties hereto (if required), the Owners' Allocation shall become the absolute property of the Owner and the Owner shall be entitled to enter into Agreements for Sale or otherwise deal with the same in any manner without any concurrence or consent of the Developer and the Developer shall sign and execute and register such deeds, instruments and documents as Confirming Party or otherwise and all moneys received in respect thereof shall belong absolutely to the Owner and the Developer shall have no right, title, interest, claim or demand of whatsoever nature over and in respect thereof and the Developer shall not interfere with the Owner's rights and powers in respect of such sale, transfer or disposal of the Owners' Allocation. Further agreed that a Supplementary Agreement shall be prepared, if required, mentioning the demarcation between the Owner's Allocation and Developer's Allocation and the same shall form a part of

this Agreement. However the demarcation will be optional for the parties hereto, if they desire to keep the entire allocation in joint kitty. The owner shall be liable to repay the security deposit/GST or any other money spent by developer against owner share before handing over or signing the owners share.

8.4 Subject to the provisions herein, similarly it is hereby agreed that once the demarcation of the allocation in the new proposed building is recorded in writing between the parties hereto (if required), the Developer's Allocation shall belong and shall become the absolute property of the Developer and the Developer shall be entitled to enter into Agreements for Sale or otherwise deal with the same in any manner without any concurrence or consent of the Owner provided however, if any time it shall be necessary or required by the Developer to make the Owner as the Confirming Party or otherwise the Owner shall sign and execute and register such deeds, instruments and documents and all moneys received in respect thereof shall belong absolutely to the Developer and the Owner shall have no right, title, interest, claim or demand over and in respect thereof and the Owner shall not interfere with the Developer's rights and powers in respect of such sale, transfer or disposal of the Developer's Allocation. However the demarcation will be optional for the parties hereto, if they desire to keep the entire allocation in joint kitty.

8.5 The Transferees shall be entitled to take loans for the purpose of acquiring specific Units from banks, institutions and entities granting such loans. The Owner and the Developer shall render necessary assistance and sign and deliver such documents, papers, consents, etc. as be required in this regard by such banks, institutions and entities provided that there is no monetary liability for repayment of such loans or interest upon them or any of them nor any charge or lien on the Project except the Unit and appurtenances under sale or transfer and save those occasioned due to cancellation of the agreement with the Transferee. The liability arising out of any such cancellation shall be to the account of the party which is in default. The Developer shall also be entitled to get the Project approved from the Banks and/or Financial Institutions to enable the persons interested in acquiring and owning units to take loans from any such Banks or Financial Institutions.

8.6 The Parties hereto and/or their prospective buyer or buyers shall be liable to pay present GST as applicable on the purchase price and deposit for the proportionate costs, charges and expenses in respect of their allocation for High Tension line, CESC deposit, Management Committee Membership, Maintenance and Sinking Fund deposit etc. The said amount shall be paid by the Owner and/or their prospective buyer or buyers/transferees/lessees in Owners' allocation as and when asked by the Developer and before taking possession of their respective allocation. All balance deposits on account of maintenance, membership and sinking fund deposit shall be transferred by the Developer to the Management Committee Society of the building within one year of the completion of the building.

8.7 All Corporation taxes payable by the Owner shall be borne by the Developer till the date of completion of all parties allocation in the newly constructed building and notice to the Owner to take possession of the same, where after the parties hereto shall pay the proportionate share of Corporation Taxes appertaining to their respective allocation and also rates, taxes, charges and all other outgoings including maintenance and service charges in respect of their respective allocation.

8.8 The Owner shall be entitled to **50%** of the Realizations AND the Developer shall be entitled to (a) **50%** of the Realizations and (b) the entirety of all Extras and Deposits [save to the extent that the liability of refund / transfer of deposits to the Transferees / Association / Maintenance Body shall solely be that of the Developer] (c) Other revenue which have been agreed to be a part of the Developer's Allocation as mentioned in this Agreement any revenue which has not been described in this Agreement shall be shared in the agreed ratio.

ARTICLE - IX

DEVELOPER'S OBLIGATIONS

9.1 The Developer undertakes to construct and complete the building on the property:

- i) at its own costs and expenses which includes the sanction of the building plan, revision and/or extension of building plan costs, entire development costs towards development, construction and till completion of the building and other expenses including legal expenses to be incurred by the Developer including the

Architect's fee and other allied expenses relating to the constructions of the building

- ii) Strictly in accordance with the plan to be sanctioned with sanction/approval, renewal/validate thereof and also revision or modification as required;
- iii) in accordance with the provisions of the KMC laws and the rules and regulations and bye-laws framed thereunder with regard to the construction of building;
- iv) by using the standard quality of construction materials;
- v) obtain the necessary partial and/or full completion certificate in respect thereof from the authorities concerned from time to time at relevant stages.

9.2 The Developer further undertakes to complete the building under the supervision and control of the Architect to be appointed by the Developer.

9.3 Unless prevented by circumstances beyond its control, the Developer shall complete the building in all respects together with the fixtures, fittings and all other facilities to be provided therein and hand over the Owners' Allocation thereof to the Owner and/or its nominee/nominees and progressively within **24 months** from the date of sanction of building plan or such other extended period as may be mutually agreed upon by the parties or as may be decided by the Arbitrator..

9.4 The Developer shall its own costs obtain all necessary permissions and/or sanctions and/or No Objections and/or connections from the Kolkata Municipal Corporation, CESC Ltd., Fire Brigade Authorities, Police Authorities and other appropriate Government Authorities and/or Departments, either in its own name or in the name of the Owner as the case may be.

9.5 It is agreed and recorded that the Electric supply line with Meter shall be installed by in the building by the Developer in the name of the owner at the costs and expenses of the Developer. In all such cases no re-imburement shall be made by the owner.

9.6 It is agreed that in the event of any damage or injury arising out from accidents of carelessness of the workmen or others, victimizing such workmen or any other persons whatsoever or causing any harm to the adjacent property of others during the course of construction the developers shall bear the responsibility and liability thereof and shall keep the owners , their estate and effects safe and harmless and do or prosecute suit, cases, claims, damages, rights and actions in respect of such eventuality.

9.7 After completion of the total constructional work of the proposed building, the developer shall obtain the completion certificate of building at its own costs and expenses and/ or approved by the KMC authority , positively within 6 months from the date of the delivery of possession of the owners' allocation in the proposed building in complete manner and also delivery of possession to intending purchaser or purchasers of the developer allocated portions in the proposed building or to the owner's allocated portions in terms of this Agreement. Such completion certificate or photocopy thereof shall be handed over to the owner or anyone of them before delivery of possession of the portion of the owner as mentioned herein.

9.8 That the Owner should not be held liable or responsible regarding any Income Tax and any other taxes in respect of the Developer's allocation. The Owner shall be liable and responsible for all nature of taxes as per prevalent Laws or subsequent laws regarding their owners' allocation i.e. 50% of the saleable area after Obtaining possession of the said units and so long they retain the same for themselves.

9.9 The Developer shall strictly comply with the provisions of concerning Authority and all after relevant laws / by laws & rules and regulations and shall always keep the Owner, absolutely indemnified and unharmed, against the actions, claims, and demands whatsoever which may arise due to any deviation from the said plan to be sanctioned and / or violation of the provisions of the law relating to the construction of herein intended building.

9.10 The Developer shall provide for all Civil, Electrical, Plumbing and Sanitary works including installation of underground and overhead tanks, provision of water supply, deep

boring water pumps house service lifts internal passage , sewerage arrangements path way etc. as per the specification and amenities set out and per specification attached herewith this Agreement.

ARTICLE - X

DEVELOPER'S RIGHTS

10.1 The Developer shall be entitled to appoint and employ such licensed contractors, engineers, masons, mistries, caretakers, managers, supervisors, durwans, guards and other staff and employees at such remuneration, salaries, fees and charges as the Developer shall at its discretion think proper. The Developer shall alone be responsible to look after the timely payment of salaries, wages, remuneration, compensation and other charges to all such persons who may be engaged or appointed by the Developer.

10.2 The Owner shall render its best co-operation and assistance to the Developer in carrying out development of the property and/or construction of the building as aforesaid in the manner as herein agreed.

10.3 The Owner (if required) shall sign, execute and deliver all necessary applications, letters, declarations, affidavits, bonds and other papers and documents as may from time to time be necessary or required inspite of the fact that the Owner has executed and registered a General Power of Attorney for the development of the said Property, to enable the Developer to apply for and obtain electricity, lifts, telephones, gas, water, sewerage, drainage connections and other public utility services at the said building or portions thereof either in the name of the Owner and/or in the name of the Developer and/or its nominee(s).

10.4 The Developer shall be entitled to fix the sign board on the said property, for advertisement and insertions in newspapers and other advertising media. Both the parties herein jointly may choose a suitable name of the new building.

10.5 The Owner agrees not to create any impediment and/or hindrance of any nature whatsoever in and/or interfere with the development of the property and/or construction of the said building by the Developer as herein agreed and/or in the Developer's carrying out its obligations under this Agreement so long as the Developer does not commit any breach of any of the terms and conditions of this Agreement or any provisions of municipal and other laws, Rules and Regulations and Bye-laws.

10.6 The Developer without causing any loss, risk or liability to the Owner, shall be entitled to apply in the name of the Owner for steel, cement and/or other building materials and/or whatever required for construction to the appropriate authorities for the construction of the said building.

10.7 Goods and Services Tax, and all other taxes, impositions or levies, as may be imposed or levied by any statutory or governmental body or authority upon the development of the Project Land or matters connected therewith (**Taxes**), if any, relating to the development and construction of the Project shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same. Both Owner and developer are liable to collect GST from the intending purchaser's in equal rates and deposit accordingly for their respective shares of allocation. The Developer shall also make all compliances relating to TDS on all payments made in course of development of the Project. The Owner shall also be liable to pay the Goods and Services Tax, and all other taxes, impositions or levies, as may be imposed or levied by any statutory or governmental body or authority upon the development of the Project Land or matters connected therewith in lieu of transferring its development rights to the Developer and in return the Owner getting continues supply of construction services from the developer over a period of time after deducting applicable TDS.

10.8 Tax Deductible at Source (as applicable) will be deducted on the payments to be made to the Owners of the Owner's Allocation. Directly by the intending purchaser and TDS Certificate shall be given to the owner.

ARTICLE - XI

CONVEYANCE & TRANSFER

11.1 The Owner and the developer jointly agree and undertake to execute and register the Deeds of Conveyance in respect of constructed units/spaces and/or the car parking spaces along with undivided proportionate share in the land comprise in the said Property in favour of the joint transferee(s) of the Owner's and the developer's allocation. Provided however that all costs, charges and expenses including stamp duty and registration fee and legal fees and expenses in this regard shall be borne and paid by the Developer.

ARTICLE - XII**POSSESSION & UNDERSTANDING**

12.1 The entire understanding of the parties hereto under this Agreement is specifically based on the terms and conditions recited under this Article/Head.

12.2 The Owner doth hereby further permit and grant exclusive license and permission to the Developer to enter upon the said property (symbolical possession) with full right and authority to build upon and commercially exploit Said Property by constructing a building thereon in accordance with building plan and on the terms and conditions herein mentioned.

12.3 With effect from the date hereof, the said building shall be in joint control of the Owner and the Developer shall be entitled to enter upon and to undertake the work of construction at the said Property and the Owner shall allow the right of entry for the purpose of carrying out and completing the development and commercial exploitation of the said property. The legal domain, possession and control of the Said Property shall continue to vest with the Owner till the time of transfer to Transferee(s).

12.4 In as much as the construction on the said property is concerned, the Developer shall act as the exclusive licensee of the Owner and shall be entitled to be in permissive possession of the said property as and by way of an exclusive licensee of the Owner as understood under section 52 of the Indian Easements Act, 1882 to carry out the construction of the proposed Project, save and except that the Developer shall not be entitled to create any possessory right over the said property which could be construed as transfer of the property within the meaning of any Law. The Developer shall not be entitled to use the said property for any other purposes other than the purpose of construction, nor would be entitled to part with said property to anyone.

ARTICLE - XIII**REFUNDABLE SECURITY DEPOSIT WITH SALE OF OWNERS' ALLOCATION IN THE PROJECT PAID BY THE DEVELOPER**

13.1 The DEVELOPER has paid a refundable sum of **Rs.35,00,000/- (Rupees Thirty Five Lakhs only)** to the OWNER, which such consideration shall be repaid by the Owner to the Developer **from the 10% of the Booking amount to be received by the Owner in its Owner's allocation of 50% as stated herein above.** Out of the said Rs.35,00,000/- (Rupees Thirty Five Lakhs only), a sum of Rs.13,54,182/- has already being lying credited in the account of the Owner as on 31.03.2023 in lieu of another commercial transaction between the Owner and the developer, which was not accounted for and settled and the balance sum of Rs.21,45,818/- has been paid by the Developer on 12.04.2023 via RTGS, which the Owner doth hereby admits and acknowledges by signing these presents.

ARTICLE - XIV**ADHERANCE OF PREVAILING RULES, REGULATIONS, LAWS AND BY-LAWS**

14.1 The Owner and the Developer shall comply with all necessary requirements under **West Bengal Real Estate Regulation Act (WBREERA)** and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereto and with respect to the provisions of the West Bengal Apartment Ownership Act,1972.

ARTICLE - XV**MISCELLANEOUS**

15.1 If the Project is not commenced within Two Years from the date hereof and/or further stopped in midst of construction, for any act or default of the Owner or for the reason of any discrepancy in marketable title of the Owner or for any non-observance or non-performance of the terms and conditions of this Agreement, this Agreement shall stand cancelled and the said property shall automatically stand mortgaged in favour of the developer herein in lieu of payment of total sum of **Rs.35,00,000/- (Rupees Thirty Five Lakhs only)** in terms of this

Agreement till such time the entire payment is paid to the developer and also the developer shall hold the possession of the said property till such time the entire payment is paid to the developer. However the developer has checked all the documents related to the property and the title of the owner and satisfied himself before entering into this agreement.

15.2 This Agreement constitutes the entire understanding of the parties and prevails and supersedes over all other representations whether oral or in writing made prior to the date of the agreement.

ARTICLE - XVI

DOCUMENTATION AND LAWYERS' FEES

16.1 The Agreement to be entered by both the Owner and the Developer with the prospective Purchasers of various units/areas forming part of the respective Allocations of the Owner and the Developer and the consequent Deeds of Conveyance shall be prepared in a uniform basis and shall contain such terms, conditions, covenants and stipulations as are or would be mutually agreed upon between the Owner and the Developer. All such Agreements and the Deeds of Conveyance shall be prepared by M/s. S.K.Lath & Co., Advocates of the Owner and the Developer. The respective purchaser of Owner and Developer shall pay their share of fees directly to M/s. S.K.Lath & Co.

ARTICLE - XVII

ARBITRATION

17.1 All disputes or questions arising out of and/or in relation to this Agreement either during or after commencement of construction and/or completion of the said building or termination of this Agreement which may arise between the parties shall be referred to an Arbitration to be appointed by the parties hereto mutually in accordance with and subject to the provisions of the law governing arbitration or any statutory modification or re-enactment thereof for the time being in force.

17.2 The Award of the Arbitrator shall be final and binding on the parties.

17.3 The Arbitrator shall also have power to award interest during the period of pendency of the matter before the Arbitrator and also for the period after making of the Award.

17.4 The Arbitrator is not required to give any reason for his Award or Awards.

ARTICLE - XVIII

JURISDICTION

18. The High Court at Calcutta shall have the exclusive jurisdiction to entertain, try and determine all actions and proceedings arising out of and/or in relation to this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT land measuring about **5 Cottahs and 14 Chittacks more or less** situated and lying at Municipal Premises No.17, Raja Ram Mohan Roy Road, , P.S. Haridevpur, Kolkata-700041 under Ward No.115 of the Kolkata Municipal Corporation, District South 24 Parganas comprised at Mouza Sirity, R.S. Dag No602, R. S. Khatian No.639, Hal R.S. Khatian No.1249 and thereafter R.S. Khatian No.1262, J.L.No.111 together with structure thereon land measuring 750 Square Feet more or less and a map with Red border thereon hereto and butted and bounded in the following manner:

- On the North: By Plot Nos.7,8 and 9 under Dag No.602;
- On the South: By 16 feet wide KMC road;
- On the East: By Plot Nos.4 and 5 under Dag No.602;
- On the West: By Plot No.10 under Dag No.602.

THE SECOND SCHEDULE ABOVE REFERRED TO :

(Powers)

WE, MESSRS SHREE NIL MADHAV CONSTRUCTION PVT. LTD. the above named Owner do hereby nominate constitute and appoint the said **M/S PHOENIX DEALERS LLP DEVELOPERS LLP** as our true and lawful attorney for in the name and on behalf of the

Owner to do execute and perform all or any of the following acts deeds and things relating to the said property mentioned in the First Schedule herein above mentioned

1. To hold, defend possession of manage maintain protect and secure the Property and do all acts deeds and things in connection therewith.
2. To warn off and prohibit and if necessary proceed in due form of law against any trespassers and to take appropriate steps whether by action or distress or otherwise and to abate all nuisance and to enter into all contracts and arrangements with them or any of them as the said attorney may deem fit and proper.
3. To appoint and terminate the appointment of Architects, Engineers, Surveyors and others for survey and soil testing and also for other purposes herein stated.
4. To apply for and submit sanctioned plan for modification, revision, alterations and/or renewal as required thereafter, with the Kolkata Municipal Corporation and/or other concerned authorities and to pay fees and obtain such modification, revision, alteration and/or renewal and/or such other orders and permissions as be expedient therefore.
5. To construct or reconstruct the new building at the said Property.
6. To apply for and obtain all licenses, registrations and permissions as may be required for construction of the New Building at the Property.
7. To apply for and obtain Completion or Occupancy Certificate, as the case may be from Kolkata Municipal Corporation and/or other concerned authorities.
8. To apply for and obtain electricity, gas, water, sewerage, drainage, lift, generator and other connections or any other input facility or utility at the said premises from the appropriate authorities and to make alterations therein.
9. To pay the property and other rates and taxes and other charges and outgoings whatsoever payable for and on account of the said premises or any part thereof or any share therein and receive refund of the excess amounts, if paid, from the concerned authorities and to grant receipts and discharges in respect thereof.
10. To apply for amalgamation of the Property (if applicable) before the Competent Authority and pay necessary fees and charges in respect thereof and also sign necessary papers and documents in compliance of the same.

11. For all or any of the purposes hereinstated to appear and represent the Company before Kolkata Municipal Corporation, Fire Brigade, pollution control related authorities, B.L. & L.R.O., Collector, District Magistrate, Police Authorities and also all other authorities and Government Departments and/or its officers and also all other State Executives, Judicial or Quasi Judicial, Municipal and other authorities and also all courts and tribunals and to do all acts deeds and things and sign and submit all plans papers applications statements objections notices etc. and also to submit and take delivery of all documents of title, clearances, permissions and/or no objection certificates and other papers and documents as may be required and found necessary or expedient by our said attorney.
12. For all or any of the powers and authorities herein contained to sign execute register affirm and/or deliver all documents, declarations, affidavits, undertakings, indemnities (including those relating to boundary verification) as may in any way be required to be so done and to appear and represent the Owner before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Registrar of Assurances and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution of and to acknowledge and register or have registered and perfected all such documents instruments papers and writings signed by the Owner or by the Owner's said Attorney by virtue of the powers hereby conferred. Only for the portion of the developer's allocation only if any demarcation is done with the help of a Supplementary Agreement.
13. To commence, prosecute, enforce, defend, answer and oppose all actions and other legal proceedings and demands, touching any of the matters hereinstated concerning the said premises or any part thereof in which the Owners are in any way or manner now or may hereafter be interested or concerned and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgement or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue including the Collector, Tribunal etc.
14. To appoint and employ Advocates etc for aforesaid purposes and to sign declare verify and/or affirm any plaint, written statement, petition, consent petition, affidavit, vakalatnama, warrant of attorney, memorandum of appeal or any other document or

- cause paper in any proceeding connected with all or any of the matters herein contained.
15. To market the New Building project, advertise and publicize the New Building and to appoint marketing agents, brokers, sub-brokers, sole selling or other agents for sale or otherwise transfer of the entire constructed areas at the developer's discretion. Under Developer's Allocation only if any demarcation is done with the help of supplementary agreement.
 16. To deal with, let out, lease out, sell or otherwise transfer or agree so to do the Developer's Allocation or any part or share thereof including the undivided share in the land attributable thereto to any person or persons and to receive the amounts receivable in respect of the same and issue receipts, acknowledgements and discharges thereof and to fully exonerate the person or persons paying the same.
 17. To negotiate, take bookings, enter into agreements and/or documents of whatsoever nature in respect of Developer's Allocation until the building is under joint kitty which is in the ratio 50:50, the entire amount received from the booking shall be equally divided between the owner and the developer.
 18. To allow the intending buyers/transferees agreeing to purchase any part of the Developer's Allocation, to take loan/finance/advance in respect thereof and to accept confirm and become a party to the loan agreements or other documents required for grant of loans or other finances in favour of the intending transferees through any Banks or Financial Institutions. In case the allocation is demarcated then to do necessary acts and deeds and things in connection with developer's allocation.
 19. To represent the Owner and to complete the sale and/or transfer of developer's allocation only, including the undivided share in the land of the Property in terms of the said Agreement.
 20. For all or any of the purposes herein stated strictly under the developer's allocation only (Save & Except the owner's allocation), to sign execute enter into modify, cancel, alter, draw, approve rectify and/or register and/or give consent and confirmation to all papers, documents, deeds, agreements, supplementary agreements, consents, confirmations, deeds of conveyance, lease, license, grants, transfer, supplementary deeds, nominations, assignments, surrenders, cancellation deeds, rectifications,

deeds, memorandum of deposit of title deeds, declarations, affidavits, applications, undertakings, indemnities, forms, plans, receipts and other documents.

21. To appear and represent the Company before any Registrar, Sub Registrar, Additional Registrar, District Registrar, Additional District Sub Registrar, Registrar of Assurances and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution and to acknowledge and register or have registered and perfected all document, deeds, instruments and writings signed by the said attorney or attorneys by virtue of all or any of the powers hereby conferred. Only for developer's allocation only (Save & Except) the owner's allocation.
22. To appear and represent the Company before any Notary Public, Metropolitan or other Magistrates and other officer or officers and authorities in connection with affirmation of any deed instrument declaration or writing signed or made by the said attorney or attorneys by virtue of the powers hereby conferred.

AND GENERALLY to do all acts deeds and things for better exercise of the authorities herein contained relating to the said premises or any part thereof which the Owner itself could have lawfully done under their own hand and seal, if personally present.

AND the Owner doth hereby ratify and confirm and agree to ratify and confirm all and whatever our said Attorney has done or cause to be done or shall lawfully do or cause to be done in or about the property aforesaid.

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

SIGNED AND DELIVERED

by the Parties at Kolkata

in the presence of:

Shree Nil Madhav Construction Pvt. Ltd.
Baidyanath Adhikary
Director

M/S SHREE NIL MADHAV CONSTRUCTION PVT. LTD.

represented by its Director **SRI BAIDYANATH ADHIKARY**

1. *Riya Mishra, Advocate*
6A, K.S. Roy Road, Kol-700001

PHOENIX DEALERS LLP
Gautam Sureka
Partner
M/S PHOENIX DEALERS LLP

represented by its Partner **MR. GAUTAM SUREKA**

2. *Ilisha Senapati, Advocate*
6A, K.S. Roy Road, Kol-700001

Drafted by:

Kapil Lath, Advocate
KAPIL LATH, ADVOCATE

(Enrollment No. – F/517-01)

S. K. LATH & CO., ADVOCATES

HIGH COURT, KOLKATA 6A, K.S.ROY ROAD,

2nd FLOOR, KOLKATA 700001

RECEIPT AND MEMO OF CONSIDERATION

RECEIVED from the within named Purchasers the within mentioned sum of **Rs. 35,00,000 /- (Rupees Thirty Five Lakhs Only)** paid/payable at or before the execution of these presents as per memo below.

Memo of Consideration For Flat & Car Parking :-

SL. No.	Cheque No./ Cash/ D.D/IMPS/RTGS/NEFT.	Date	Name of the Bank	Amount (Rs.)
1.	232266	12/04/2023	Indian Bank	Rs. 21,45,818/-
2.	Adjustment in A/C's done through previous bank transfer's between the Owner and the Developer			Rs. 13,54,182/-
TOTAL				Rs. 35,00,000 /-
(Rupees Thirty Five Lakhs Only)				

Shree Nil Madhav Construction Pvt. Ltd.

Baidyanath Adhikary

Director

M/S SHREE NIL MADHAV CONSTRUCTION PVT. LTD.

represented by its Director **SRI BAIDYANATH ADHIKARY**

WITNESSES:

1. Riya Mishra, Advocate
6A, K.S. Roy Road
KOL - 700002

2. Ilisha Senapati, Advocate
6A, K.S. Roy Road
KOL - 700001

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signatures of the executants					
Presentants						
						
		Little	Ring	Middle (left)	Fore (hand)	Thumb
						
Thumb	Fore	Middle (right)	Ring (hand)	Little		
						
		Little	Ring	Middle (left)	Fore (hand)	Thumb
						
Thumb	Fore	Middle (right)	Ring (hand)	Little		
Little	Ring	Middle (left)	Fore (hand)	Thumb		
Thumb	Fore	Middle (right)	Ring (hand)	Little		



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



170220242038791112

GRIPS Payment Detail

GRIPS Payment ID:	170220242038791112	Payment Init. Date:	17/02/2024 17:21:25
Total Amount:	55099	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	3269276462719	BRN Date:	17/02/2024 17:22:43
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

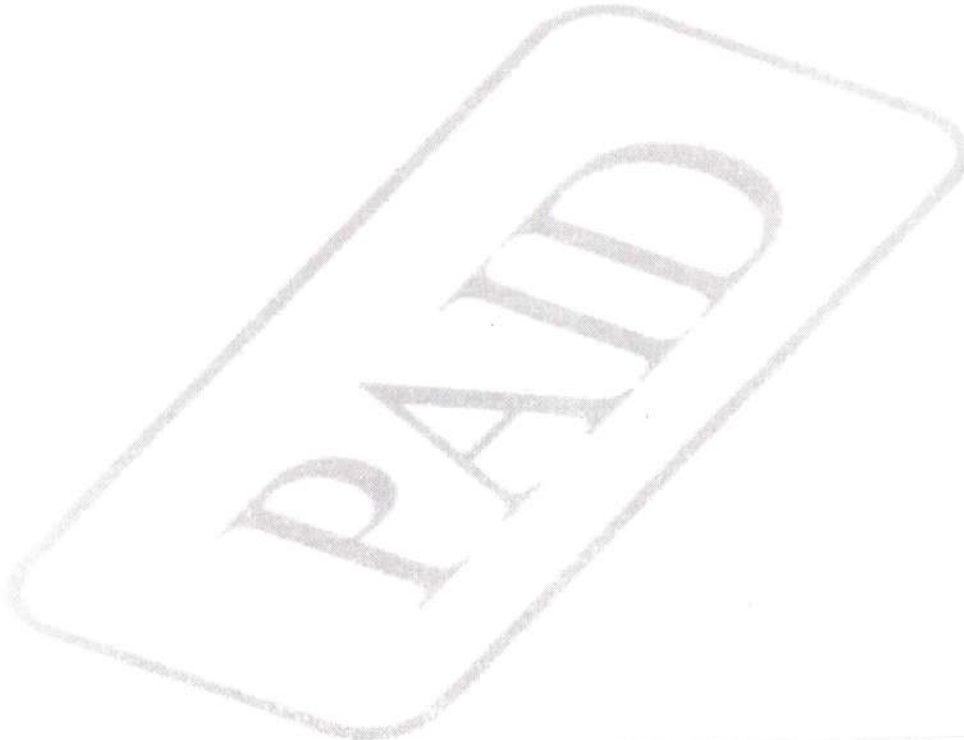
Depositor's Name: Mr GAUTAM SUREKA
Mobile: 9831002380

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240387911138	Directorate of Registration & Stamp Revenue	55099
Total			55099

IN WORDS: FIFTY FIVE THOUSAND NINETY NINE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192023240387911138

GRN Details

GRN:	192023240387911138	Payment Mode:	SBI Epay
GRN Date:	17/02/2024 17:21:25	Bank/Gateway:	SBIePay Payment Gateway
BRN :	3269276462719	BRN Date:	17/02/2024 17:22:43
Gateway Ref ID:	202404835340847	Method:	State Bank of India New PG CC
GRIPS Payment ID:	170220242038791112	Payment Init. Date:	17/02/2024 17:21:25
Payment Status:	Successful	Payment Ref. No:	2000431197/2/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr GAUTAM SUREKA
Address:	7 J M AVENUE
Mobile:	9831002380
Email:	sureka1000@gmail.com
Period From (dd/mm/yyyy):	17/02/2024
Period To (dd/mm/yyyy):	17/02/2024
Payment Ref ID:	2000431197/2/2024
Dept Ref ID/DRN:	2000431197/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000431197/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	20071
2	2000431197/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	35028
			Total	55099

IN WORDS: FIFTY FIVE THOUSAND NINETY NINE ONLY.

Major Information of the Deed

Deed No :	I-1602-02413/2024	Date of Registration	19/02/2024
Query No / Year	1602-2000431197/2024	Office where deed is registered	
Query Date	16/02/2024 7:00:16 PM	D.S.R. -I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	S K LATH AND CO 6A, KIRAN SHANKAR ROY ROAD,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7439680697, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 50/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 35,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,33,39,017/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,171/- (Article:48(g))	Rs. 35,060/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja Ram Mohan Roy Road, Road Zone : (Netaji Sarak Crossing -- B.L.Saha Road Premises located on Raja Ram Mohan Roy Road (Ward No. 115,121,122)) , , Premises No: 17, , Ward No: 115 Pin Code : 700041

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha 14 Chatak		1,28,32,767/-	Property is on Road
Grand Total :				9.6938Dec	0 /-	128,32,767 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	750 Sq Ft.	0/-	5,06,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 750 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		750 sq ft	0 /-	5,06,250 /-	



















Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED 54A, Raja Ram Mohan Roy Road, City:- Not Specified, P.O:- Paschim Putiary, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 , PAN No.:: AAxxxxx6B,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	PHOENIX DEALERS LLP 19, R.N. Mukherjee Road, Eastern Building, 1st Floor, City:- Kolkata, P.O:- Bowbazar, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxx4H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature											
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr BAIDYANATH ADHIKARY Son of Late Miru Adhikary Date of Execution - 19/02/2024, , Admitted by: Self, Date of Admission: 19/02/2024, Place of Admission of Execution: Office </td> <td>  <small>Feb 19 2024 2:27PM</small> </td> <td>  <small>LTI 19/02/2024</small> </td> <td>  <small>19/02/2024</small> </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr BAIDYANATH ADHIKARY Son of Late Miru Adhikary Date of Execution - 19/02/2024, , Admitted by: Self, Date of Admission: 19/02/2024, Place of Admission of Execution: Office	 <small>Feb 19 2024 2:27PM</small>	 <small>LTI 19/02/2024</small>	 <small>19/02/2024</small>	54A, Raja Ram Mohan Roy Road, City:- Not Specified, P.O:- Pachim Putiary, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AUxxxxx2D, Aadhaar No: 73xxxxxxxx4872 Status : Representative, Representative of : SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)		
Name	Photo	Finger Print	Signature									
Mr BAIDYANATH ADHIKARY Son of Late Miru Adhikary Date of Execution - 19/02/2024, , Admitted by: Self, Date of Admission: 19/02/2024, Place of Admission of Execution: Office	 <small>Feb 19 2024 2:27PM</small>	 <small>LTI 19/02/2024</small>	 <small>19/02/2024</small>									
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr GAUTAM SUREKA (Presentant) Son of Mr Vijay Kumar Sureka Date of Execution - 19/02/2024, , Admitted by: Self, Date of Admission: 19/02/2024, Place of Admission of Execution: Office </td> <td>  <small>Feb 19 2024 2:26PM</small> </td> <td>  <small>LTI 19/02/2024</small> </td> <td>  <small>19/02/2024</small> </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr GAUTAM SUREKA (Presentant) Son of Mr Vijay Kumar Sureka Date of Execution - 19/02/2024, , Admitted by: Self, Date of Admission: 19/02/2024, Place of Admission of Execution: Office	 <small>Feb 19 2024 2:26PM</small>	 <small>LTI 19/02/2024</small>	 <small>19/02/2024</small>	19, R.N. Mukherjee Road, Eastern Building, 1st Floor, City:- Kolkata, P.O:- Bowbazar, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxx7E, Aadhaar No: 28xxxxxxxx4623 Status : Representative, Representative of : PHOENIX DEALERS LLP (as Partner)		
Name	Photo	Finger Print	Signature									
Mr GAUTAM SUREKA (Presentant) Son of Mr Vijay Kumar Sureka Date of Execution - 19/02/2024, , Admitted by: Self, Date of Admission: 19/02/2024, Place of Admission of Execution: Office	 <small>Feb 19 2024 2:26PM</small>	 <small>LTI 19/02/2024</small>	 <small>19/02/2024</small>									

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PRADIP KUMAR SINGH Son of Mr B N SINGH C/O- S. K. LATH AND CO., 6A, K. S. ROY ROAD, City:- Kolkata, P.O:- G O P, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	19/02/2024	19/02/2024	19/02/2024
Identifier Of Mr BAIDYANATH ADHIKARY, Mr GAUTAM SUREKA			

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED	PHOENIX DEALERS LLP-9.69375 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED	PHOENIX DEALERS LLP-750.00000000 Sq Ft

Endorsement For Deed Number : I - 160202413 / 2024

On 19-02-2024

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 14:06 hrs on 19-02-2024, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr GAUTAM SUREKA ,.

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 1,33,39,017/-

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

Execution is admitted on 19-02-2024 by Mr BAIDYANATH ADHIKARY, DIRECTOR, SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED, 54A, Raja Ram Mohan Roy Road, City:- Not Specified, P.O:- Paschim Putiary, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Identified by Mr PRADIP KUMAR SINGH, , Son of Mr B N SINGH, C/O- S. K. LATH AND CO., 6A, K. S. ROY ROAD, P.O: G O P, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 19-02-2024 by Mr GAUTAM SUREKA, Partner, PHOENIX DEALERS LLP, 19, R.N. Mukherjee Road, Eastern Building, 1st Floor, City:- Kolkata, P.O:- Bowbazar, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr PRADIP KUMAR SINGH, , Son of Mr B N SINGH, C/O- S. K. LATH AND CO., 6A, K. S. ROY ROAD, P.O: G O P, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 35,060.00/- (B = Rs 35,000.00/- ,E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 35,028/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/02/2024 5:22PM with Govt. Ref. No: 192023240387911138 on 17-02-2024, Amount Rs: 35,028/-, Bank: SBI EPay (SBIEPay), Ref. No. 3269276462719 on 17-02-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,071/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 20,071/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 452703, Amount: Rs.100.00/-, Date of Purchase: 29/01/2024, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 17/02/2024 5:22PM with Govt. Ref. No: 192023240387911138 on 17-02-2024, Amount Rs: 20,071/-, Bank: SBI EPay (SBIEPay), Ref. No. 3269276462719 on 17-02-2024, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 82169 to 82205

being No 160202413 for the year 2024.



Suman

Digitally signed by Suman Basu
Date: 2024.02.21 13:15:09 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 21/02/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.