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Additional Registres of Assurance - Ny Kolkats

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## **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE

BETWEEN

Educified by one Ralsin Banerjee Se Hikin Banerjee = 4 3, J. L. Road 40-61





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# পশ্চিম্বঙ্গ पश्चिम बंगाल WEST BENGAL

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# MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED,

[PAN - AAKCS1255L], being an existing company within the meaning of the Companies Act, 2013 having its registered office at Hotel Arya H.B. Road, P.S.- Lalpur, Ranchi-834001 in the state of Jharkhand, having it s correspondence office at 35, Kalighat Road, Matrika





# ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ ভারত সরকার ১n.que Identification Authority of India Government of India

ভুক্তির নম্বর/Enrolment No.: 1040/20116/06321

To রবীন্দ্র শঙ্কর ব্যানার্জী Rabindra Sankar Banerjee 99/3 JADAV GHOSH ROAD Sarsuna South Twenty Four Parganas West Bengal -700061

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আপনার আধার সংখ্যা / Your Aadhaar No. :

**9182 6719 1790** আমার আধার, আমার পরিচয়



ভারত সরকার Government of India



রবীন্দ্র শঙ্কর ব্যানাজী Rabindra Sankar Banerjee জন্মতারিখ/ DOB: 08/04/1980 পুরুষ / MALE



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- 🔳 আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন
- এটা এক ইলেক্ট্রনিক প্রক্রিয়ায় তৈরী পত্র

#### INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.
- আধার সারা দেশে মানা।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীয় বিশিষ্ট পরিচ্য প্রাধিকরণ Unique Identification Authority of India

ঠিকানা: ৯৯/০, যাদৰ ঘোষ রোড, সরগুনা, দক্ষিণ ২৪ পরগনা, পশ্চিমবঙ্গ - 700061

Address: 99:3. JADAV GHOSH ROAD, Sarsuna, South Twenty Four Parganas, West Bengal - 700061

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Apartment, Ground floor, P.O. & P.S.- Bhawanipur, Kolkata -700025 represented by its Director SRI SANDEEP SAHU @ SRI SANDEEP KUMAR SAHU, son of Sri Gopal Prasad Sahu, by virtue of relevant resolution passed by it's Board of Directors which is represented by Attorney **FALGUNI** CHATTERJEE. **APIPC7793K**, wife of Pradip Chatterjee, by faith Hindu, by occupation Service, residing at 146A, Dewangazi Road, Swapnaraj, Fiat No. 301, 2<sup>nd</sup> Floor, Bally, Howrah - 111201, by virtue of registered Power of Attorney dated 13.12.2017, registered in the office of A.D.S.R. Alipore recorded in Book No.IV, Volume No.1605-2017, Pages 17204 to 17223, Being No.160501045 for the year 2017 and by virtue of registered Power of Attorney dated 14.08.2015 registered in the office of A.D.S.R. Alipore recorded in Book No.IV, Volume No.1605-2015, Pages 7620 to 7636, Being No.160501107 for the year 2015, hereinafter refereed to and called as "LANDOWNER" (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, successor-inoffice legal representatives, representatives, executors, administrators, successors and assigns) of the FIRST PART

#### AND

N.N. CONSTRUCTION [PAN:- ADFPH3818M] (a Proprietorship firm) having its office at Balaka Park, Bidhannagar, P.O. ABL & P.S. New Township Durgapur, pin:713206, Paschim Burdwan represented by its Proprietor MR. BIKRAM HAZRA [PAN: ADFPH3818M] S/o Sri. Nirad Baran Hazra by faith Hindu, by occupation Business residing at OCD-2, North JN Avenue, P.O. Amrabati & P.S. New Township, Durgapur, Dist-Pachim Bardhaman, the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal

representatives, administrators, executors and assigns) of the **SECOND PART** 

by virtue of deed of sale dated 30th December WHEREAS registered in the office of .D.S.R.-I Bardhaman, recorded in Book No.I, CD Volume No21, Page from 2191to 2208 being No.05937 for the year 2013 one (1) SMT SULOCHONA BANERJEE (2) SRI SOMESH BANERJEE, (3) SMT MANJU MUKHERJEE (4) SMT KALYANI MUKHERJEE , (5) SMT SRIPARNA CHATTERJEE jointly sold, conveyed and transferred ALL THAT piece and parcel of land measuring about an area 21 (TWENTY ONE) Decimals under D.M.C. Area, at Mouza - Gopalmath, J.L.No.- 3, Khatian No.- R.S.-138, L.R.-67 Plot No.- R.S.- 515 L.R.- 450 Classification -Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan in favour **PRIVATE** SYNERGYONE SOLUTIONS SAIMAA MESSRS. LIMITED.

**AND WHEREAS** after purchasing the said property MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED duly mutated it s name in respect of said property in the records of BL & LRO which is recorded as L.R. . Khatian no 988.

and whereas by virtue of deed of sale dated 16th January 2014 registered in the office of A.D.S.R.Durgapur recorded in Book No.I, CD Volume No1, Page from 3728 to 3742 being No.00255 for the year 2014 one SMT GITA RANI GORAI sold, conveyed and transferred ALL THAT piece and parcel of land measuring about an area 16 (SIXTEEN) Decimals under D.M.C. Area, at Mouza - Gopalmath, J.L.No.- 3, Khatian No.- R.S.-14, L.R.- 153 Plot No.- R.S.- 514 L.R.- 451 Classification -Baid, P.O. Durgapur-713217, P.S.- Durgapur, A.D.S.R. Durgapur, Dist. Burdwan in favour of MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED.

**AND WHEREAS** after purchasing the said property MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED duly mutated it s name in respect of said property in the records of BL & LRO which is recorded as L.R. . Khatian no 988

AND WHEREAS by virtue of a deed of sale which is recorded in Book no I Deed no 00254 for the year 2014 one TIMES VANIJYA PRIVATE LIMITED become the owner of Land measuring an area 69 Decimal situate at Mouza-Gopalmath, J.L.No.-54, New J.L. No.- 3,RS Khatian No.- 14 [ONE FOUR], L.R. Khatian No.- 974 [NINE SEVEN FOUR], R.S. Plot No.- 514(FIVE ONE FOUR), L.R. Plot No.- 451[FOUR FIVE ONE], Classification-Baid, P.S.- Durgapur, Dist.- Bardhaman within Durgapur Municipal Area.

**AND WHEREAS s**aid MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED **AND** TIMES VANIJYA PRIVATE LIMITED mutually decided to exchanged and transferred of ownership of their 22.421 decimals landed properties.

AND WHEREAS by virtue of a deed of exchange dated 9.10.2015 registered in the office of A.D.S.R. Durgapur and recorded in Book No.1, CD Volume No. 0206-2015 page from 65492 to 65508 Being No.020607253 for the year 2015 MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED exchanged it's ALL THAT piece and parcel of Land measuring an area 22.421 Decimal situate at Mouza-Gopalmath, J.L.No.-54, New J.L. No.- 3, L.R. Khatian No.- 988,

R.S. Plot No.-**516**, L.R. Plot No.- 438-land area 12.77 decimals

R.S. Plot No.-**532**, L.R. Plot No.- 389- land area 9.64 decimals

IN TOTAL 22.421 Decimal land,

Classification-Baid, P.S.- Durgapur, Dist.- Burdwan within Durgapur Municipal Area with the property of **TIMES VANIJYA PRIVATE** 

LIMITED, being an existing company within the meaning of the companies Act, 1956 (as amended upto date) having its regd. Office at 35, Kalighat Road, Matrika Apartment, Ground floor, P.O. & P.S.-Bhawanipur, Dist- South 24 Parganas, West Bengal, Pin - 700025, W.B. i.e. ALL THAT piece and parcel of Land measuring an area 22.421 Decimal out of 69 deimals land situate at Mouza-Gopalmath, J.L.No.-54, New J.L. No.- 3, Khatian No.- 14 [ONE FOUR], L.R. Khatian No.- 974 [NINE SEVEN FOUR], R.S. Plot No.- 514(FIVE ONE FOUR), L.R. Plot No.- 451[FOUR FIVE ONE], Classification-Baid, P.S.-Durgapur, Dist.- Burdwan within Durgapur Municipal Area.

AND WHEREAS said MESSRS. SAIMAA SYNERGYONE LAND SOLUTIONS PRIVATE LIMITED become the sole and absolute owner of 52.8 Decimals land / 32cottahs out of which 37.95 decimals land at RS dag no 514 LR dag no 451 and 14.85 decimal land at RS dag no 515 LR dag no 450 at MouzaGopalmath, P.S. Durgapur, LR khatian no 988, J.L. No.3, Within the jurisdiction of Faridpur Durgapur B.L.& L.R.O. Office ,under Durgapur Municipal Corporation Area, District PaschimBurdwan, PIN 713217. After recorded it's name in BL & LRO the Owner of the schedule mentioned property converted the land from Baid To Commercial Bastu vide Conversion case No-CN/2017/0214/ 600 from office of the District Land & Land reforms officer.

AND WHEREAS said MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED the owner herein, the party of the first part herein have decided to develop 52.8 Decimals land / 32 Cottahs OUT OF WHICH 37.95 DECIMALS LAND AT RS DAG NO 514 LR DAG NO 451 AND 14.85 DECIMAL LAND AT RS DAG NO 515 LR DAG NO 450 at MouzaGopalmath, P.S. Durgapur, LR Khatian No 988, J.L. No.3, Within the jurisdiction of Faridpur Durgapur B.L.& L.R.O. Office , under Durgapur Municipal Corporation Area, District Paschim

Burdwan. PIN 713217 and accordingly search for an efficient developer for the purpose of development of the aforesaid property which is morefully described in the First Schedule written herein below under certain terms and conditions which are hereunder written.

**AND WHEREAS** the party of the second part is the Developer and carrying on business of Development of landed property. The second party herein agreed to accept the above proposal of the said owner to construct the new proposed building on the aforesaid land mentioned in first Schedule hereunder written on the following terms and conditions.

# NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

# Subject Matter of Agreement

1. Development and Construction of Building on scheduled Property: Terms and conditions agreed between the Owner and the Developer with regard to development and construction of multi storied building, at the FIRST scheduled property

# 2. Representations, Warranties and Background:

- 2.1. **Owner's Representations**: The Owner's have represented and warranted to the Developer as follows:
- a) Ownership of Said Property: the owner got the absolute right, title ,interest, occupation and possession over the scheduled property after purchase and partition of the scheduled property the owner paid the govt. taxes and recorder it's name in the .B.L.& L.R.O and it become absolute owner of the scheduled property.

- b) Rights of Owner: The Owner is seized and possessed of and well and sufficiently entitled to the Said Property. Save as mentioned nerein, no person other than the Owner has any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Property or any part thereof and there are no outstanding claims or demands between the Owner and any third party and thus the entire Property is free from all encumbrances, liens, mortgages, charges, Lispendence trusts, debuttors, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments of whatsoever or howsoever nature.
- c)No Express or implied Mortgage: Neither the title deeds nor any other documents in respect of the Said Property or any part thereof have been deposited in favour of any party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise.
- d) No Previous Agreement: The Owner has not dealt with the Said Property in any manner nor created any right, title or interest therein in favour of any third party in any manner whatsoever or howsoever and have not entered into been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Property.
- e) No Disputes Relating to Statutory Outgoings: The Said Property is free from any land charge and all statutory outgoings in respect thereof including land revenue have been paid in full by the Owner till the date of this Agreement.
- f) No Covenants and Restrictions: The Said Property is not subject to any covenants, restrictions, stipulations, easements, rights of preemption, licenses, grants, exceptions or reservations or other such

rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.

- g) Easements Unrestricted: No right or easement appurtenant to or benefiting the Said Property is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Property.
- **h) No Boundary Dispute:** The entirety of the Said Property is butted and bounded and there is no manner of boundary dispute in respect thereof.
- i) No Legal Proceeding: (1) There is no legal, quasi-legal, administrative, arbitration, mediation, conciliation proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Property or the Owner, which may in any manner prejudicially affect the due performance enforceability of this Agreement or any obligation, act, omission or transaction stated hereunder nor is there any threat of any such proceedings (2) there are no unfulfilled or unsatisfied judgment attachments, court orders, debts, notice in respect of the Said Property or the Owner (3) there is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Property and (4) there is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Property or the Owner and the Owner is not engaged, whether as plaintiff, or defendant or otherwise, in any litigation, criminal or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or

agency and no litigation, criminal or arbitration proceedings are pending by or against the Owner and there are no facts which are likely to give rise to the same or to proceedings in respect of which the Owner would be liable to indemnify any person concerned.

- **j) Status of Possession:** Save as mentioned herein, the Said Property is and shall continue to be in the khas, vacant, peaceful, physical and absolute possession of the Owner and no third party or parties have or had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Property, by way of adverse possession or otherwise.
- **k)** Owner has Marketable Title: The Owner has good, free, clear, marketable, bankable and transferable right, title and interest in the Said Property, free from all encumbrances of any and every nature whatsoever save as mentioned herein. The Owner shall at its own cost and responsibility keep its title in the Said Property good, free, clear, marketable, bankable and transferable, till the completion of the Project
- **2.2 Developer's Representations:** The Developer has represented and warranted to the Owner as follows:

# a)Infrastructure, Expertise and Financial Capacity of Developer:

The Developer is carrying on business of civil construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer has the necessary financial capacity to carry out the entire process of development / construction and at no point of time shall take plea that the Project cannot be carried out due to lack of financial capacity.

**b)Developer has Authority**: The Developer has full authority to enter into this Agreement and appropriate authorizations to that effect exist.

c)Decision to Develop / construct: The Owner decided to have the Said Property developed into multi storied building, and pursuant thereto discussions were held with the Developer for taking up the development and construction of multistoried building at the Said Property by constructing a cluster of ready-to-use residential buildings of mutually decided height with car parking spaces, specified areas, amenities and facilities to be enjoyed in common and land (collectively Said Complex) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (such development and construction of multistoried building collectively Project) by selling the saleable spaces and amenities in the Said Complex (Units) to prospective buyers [collectively Transferees,) which expression includes, without limitation or exception all persons who agree to buy Units in the Said Complex.

# d)Finalization of Terms Based on Reliance on Representations:

Pursuant to the above and relying on the representations made by the Parties to each other, final terms and conditions for the Project are being recorded by this Agreement.

#### 3. Basic Understanding

- a) Development of Said Property by Construction of multi storied building of Said Complex: The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the Said Complex thereon of the Said Complex on principal to principal basis, with (1) specified inputs and responsibility sharing by the Parties as mentioned herein and (2) exchange with each other of their specified inputs as mentioned herein.
- **b) Building Plans:** The Said Complex shall be constructed in accordance with architectural plans (Building Plans) duly sanctioned by the appropriate authority which will be prepared by the Developer

engaging an Architect of repute as be decided by the Developer and the Developer shall submit the same to DMC and other statutory authorities concerned for sanction (collectively Planning Authorities) and obtain sanction/permission, in the manner mentioned in this Agreement.

c) Costs of Development / construction etc.: The Developers shall bear and pay all costs and expenses of and relating to construction of the Said Complex and shall have absolute right and full authority to appoint sub-contractors, agents, sub-agents etc.

#### 4. Appointment and Commencement

- a) Appointment and Acceptance: The Parties hereby accept the Basic Understanding between them and the conditions precedent as recorded in Clause 3 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the Developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owner after completing all necessary legal searching in respect of the right title interest of the owner in the schedule property.
- b) Commencement and Tenure: Time of this Agreement commences and shall be deemed to have commenced on and with effect from the date of sanctioned plan of the building and plan will be sanctioned within 6 months from the date of execution of this agreement. This agreement shall remain valid and in force all obligations of the Parties towards each other stand fulfilled and performed.

#### 5. Sanction and Construction

- a) Survey and Measurement: Joint measurement of the land is already done by both the parties therefore neither of the parties shall raise any question regarding measurement of land in future.
- b) Sanction of Building Plans: The Developer's Architect shall prepare the Building Plans. Thereafter, the Developer shall submit the Building Plans for sanction. In this regard it is clarified that (i) the Developer shall be responsible for obtaining all approvals needed for the Project and (ii) all costs, charges, expenses, outgoings and fees for sanctions and clearances of the Building Plans shall be borne and paid by the Developer.
- c) Architect and Consultants: The Developer shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the Project including professional fees and supervision charges and the Owner shall have no liability or responsibility therefore.
- d) Construction of Said Complex: The Developer shall commence the construction work of the Said Complex after receiving all necessary approvals for commencement of construction. The Developer shall, at its own costs and expenses including local expenses, construct, erect and complete the Said Complex in accordance with the sanctioned Building Plans. Such construction shall be as per specifications described in the Schedule here under written, common to all Units of the Said Complex (Specifications).
- e) Completion Time: With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete Said Complex within a period of 60 (Sixty) months from the date of sanction of the Building Plans, with a grace period of 6 (six) months, and plan will be sanctioned within 6 months from the date of execution of this agreement, subject to Force

Majeure as defined in Clause 20 below (Completion Time). In this regard it is clarified that the Completion Time shall include submission of completion certificate but shall not include the time required for obtaining occupancy certificate from DMC — the Said Complex shall be deemed to be completed if completion certificate is submitted by the Architect to DMC.

- f) Common Portions: The Developer shall, at its own costs, install and erect in the Said Complex the common areas, amenities and facilities such as stairways, lifts, firefighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, under groundwater reservoir, overhead water tank, water pump and motor, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex etc. For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by Durgapur Project Limited and/or other agencies. It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold Units comprised in the Owner's Allocation and Developer's/ contractor's Allocation. It is further clarified that the Developer alone shall be entitled to receive and appropriate from all the Transferees (including Transferees of the Owner's Allocation) development charges such as charges for generator, water connection and other amenities and facilities and charges for maintenance.
- g) Temporary Connections: The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges.

- **h) Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer with written permission of the owner. A copy of sanctioned building plan will be handed over to the owner herein by the developer.
- i) Name of Said Complex: The Said Complex shall be named "NIRVANA" and such name shall not be changed under any circumstances, except by the Developer.
- **j) Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the Project and/or may affect the mutual interest of the Parties. The Owner shall provide all cooperation that may be necessary for successful completion the Project.

#### 6. Possession and Title Deeds

- **a) Possession of Said Property:** For the purpose of carrying out the development in terms of this Agreement, the Owner has already inducted the Developer as a licensee in respect of scheduled / said property.
- b) Deposit of Title Deeds: The Developer shall be entitled to take delivery of the said original title deeds and all link deeds from the Owner for production thereof before authorities, banks etc. and subject to the provisions of Clause 10(d) below, will have to return the same to the Owner. The said original title deeds and all link deeds will not be mortgaged and/or leased out by the Developer in favour of any banks and/or financial institutions and/or any other persons, save and except as required for the purposes of the Project, in the manner mentioned in Clause 10(d) below. On completion of the Project, the Developer/ or Owner (as the case may be) shall handover the original title deeds and all link deeds to the Association of Transferees of Units.

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#### 7. Powers and Authorities

a) Development Power of Attorney: The Owner shall grant to the Developer and/or its nominees a registered Development Power of Attorney relating to the Said Property for the purposes of booking and entering into agreements for sale of the Units comprised in the Developer's Allocation and to execute sale deed in favour of intending purchaser of Developer's allocation[defined in Clause 8(b) below].

# 8. Owner's / Developer's Consideration

- a) Owner's Allocation: The Developer shall at its own costs and expenses, construct, finish, complete and make available collectively to the Owner, in tenantable condition and according to the Building Plans, 30% constructed area of proposed multistoried building i.e. 30% of Units/flats along with 30% covered and open car parking spaces which are particularly mentioned and described in the second Schedule hereunder along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property morefully described in the Second Schedule hereunder written.
- **b)Developer's Allocation:** The Developer shall be exclusively entitled 70% of Units and covered and open car parking spaces of the proposed building which are particularly mentioned and described in the Third Schedule hereunder along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property

#### 9. Financials

**a) Project Finance:** The Developer may arrange for financing of the Project (Project Finance) by a Bank/Financial Institution (Banker) with written consent of the owner. Such Project Finance can be

secured on the strength of the security of the Developer's Allegation work-in-progress/receivables to the construction pertaining to the Developer's Allocation but collateral security may be created by depositing the original title deeds of the Said Property, in which event the Owners shall handover the original title deeds and link deeds to the Developer. The Owner shall deposit the title deeds of the Said Property with the Banker but on the clear understanding that no corporate or personal guarantee of the Owner is being given and the Banker shall have no right of recovery against the Owner and the Owner's Allocation. For this purpose, the Owner shall execute necessary documents through its delegated authority as contained in the General Power of Attorney and if required by the Banker. Be it specifically mentioned herein that original title deeds and the land of the first schedule property will not be mortgaged and/or leased out by the Developer in favour of any banks and/or financial institutions and/or any other persons without written consent of the landowner.

# 10. Dealing with Respective Allocations

- a) Sale of Owner's Allocation: The Owner shall sell the Owner's Allocation through its own efforts and cost and appropriate the entire consideration from such sale.
- **b) Sale of Developer's Allocation:** The Developer shall sell the Developer's Allocation through its own efforts and cost and appropriate the entire consideration from such sale.
- c) Transfer of Developer's Allocation: In consideration of the Developer constructing the Owner's Allocation, the Owner shall execute deeds of conveyance of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation in favour of the Transferees of the Developer's Allocation, in such part or parts as shall be required

by the Developer. Such execution by the Owner shall be through the delegated authority given to the Developer by the Development Power of Attorney.

- d) Transfer of Owner's Allocation: The Developer shall join the deeds of conveyance in favour of the Transferees of the Owner's Allocation and shall execute and register the same in its capacity as the confirming party. Such execution by the Developer shall be through the delegated authority given to the Owner by the Owner's Power of Attorney.
- **e) Cost of Transfer:** The costs of such conveyances (both in respect of the Owner's Allocation and the Developer's Allocation) including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.
- f) Possession to Transferees: at the end of the Project the Developer shall handover owner s allocation to the Owner, complete in all respect charges after receiving payment for generator, water connection and other amenities and facilities.. In this regard it is clarified that upon completion of the Project, the Developer shall give 15 (fifteen) days' notice to the Owner for taking possession and thereafter the Developer will be free to deliver possession and register conveyances of the Developer's Allocation, irrespective of possession being taken by the Owner.

# 11. Municipal Taxes and Outgoings

a) Relating to Period Prior to Agreement: All municipal taxes, land revenue and outgoings (collectively Rates) on the Said Property relating to the period till the date of execution of this Agreement shall be borne, paid and discharged by the Owner. It is made specifically clear that all Rates outstanding upto such date shall remain the

liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by any statutory authority.

- b) Relating to Period After Agreement: All Rates and taxes on the Said Property relating to the period after the date of execution of this Agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all Rates outstanding after such date shall remain the liability of the Developer and such dues shall be borne and paid by the Developer, till the Project is completed.
- c) Relating to Period After Completion of Project: After completion of the Project, the Parties shall bear and pay the Rates applicable to the unsold portions of their respective allocations while the Transferees shall pay the Rates applicable to their respective Units.

#### 12. Post Completion Maintenance

- a) Maintenance: The Developer shall frame a scheme for the management and administration of the Said Complex and/or Common Portions thereof.
- b) Maintenance Charge: As and from the date possession of various phases of the Said Complex is delivered (Possession Date), the concerned Transferces and the Owner and the Developer (in respect of unsold Units allocated to them) shall become responsible for payment of all charges and taxes thereon for maintenance and upkeep of the Common Portions and facilities in the Said Complex (Maintenance Charge). The Maintenance Charge shall be fixed by the Developer and till such maintenance is handed over to a Society/ owner's Association and/or any other organization, the Developer shall collect the Maintenance Charge.

#### 13. Common Restrictions

a) Applicable to Both: The Owner's Allocation and the Developer's Allocation in the Said Complex shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Complex.

## 14. Obligations of Developer

- a) Completion of Development within Completion Time: The Developer shall complete the entire process of development of the Said Property within the Completion Time unless extended in writing.
- **b) Meaning of Completion:** The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation .
- c) Compliance with Laws: The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance.
- d) Construction at Developer's Risk and Cost: The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Building Plans and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owner fully against any claims, losses and damages for any default, failure, breach, act. omission or neglect on the part of the Developer and or any

contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/representatives thereof.

## 15. Obligations of Owner

- **a) Co-operation with Developer:** The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- **b) Marketing of Owner's Allocation:** The Owner shall be responsible for marketing of the Owner's Allocation.
- **c) Development Cost:-** The Owner shall be under obligation to pay Development Cost, such as charges for generator, water connection and other amenities and facilities and charges for maintenance.

#### 16. Indemnity

- a) By Developer: The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or defect therein and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise.
- **b) By Owner:** The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any and all actions, suits, costs, proceedings and claims that the Developer may suffer due to any defect in title of the Owner to the

Said Property and/or any encumbrance or liability whatsoever thereon.

#### 17. Limitation of Liability

a) No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

#### 18. Miscellaneous

**a) Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

#### 19. Termination

- a) Circumstances of Termination: In the event sanction of the Building Plans and all other permissions, consents, clearances, registrations and no objections required for commencement of construction not being granted for any reason whatsoever, and in default of any terms and condition of this agreement shall stand terminated without claiming any cost and expenses from landowner.
- b) No Termination: Except as mentioned above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

#### 20. Force Majeure

- a) Meaning of Force Majeure: The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively Force Majeure).
- b) Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

#### 21. Amendment/Modification

**a) Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

#### 22. Arbitration

Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between the Owner and the Developer (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

- a) Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.
- b) Arbitration Tribunal: The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following Two Arbitrators:
- c) Appointment by Owner: 1 (one) Arbitrator to be appointed by the Owner.
- d) Appointment by Developer: 1 (one) Arbitrator to be appointed by the Developer.
- e) Conduct of Arbitration Proceeding: The Parties irrevocably agree that:-
- i) Place: The place of arbitration shall be Durgapur.
- ii) Procedure: Two Arbitrators as appointed by the parties shall be entitled to appoint an umpire .The Arbitration Tribunal shall be

entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

iii) Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties and/ or The civil Court under which jurisdiction the property under this agreement lies and High Court at Calcutta will have the exclusive jurisdiction over this agreement.

#### FIRST SCHEDULE

(Said Property)

**All that** piece and parcel of Commercial Bastu Land measuring 52.8 Decimals land / 32 Cottahs at Mouza - Gopalmath, P.O. &P.S. Durgapur, LR Khatian No. 988, J.L. No. 03.

R.S. Plot No.-**514**, L.R. Plot No.- 451 - land area 37.95 decimals/ 23 cottah

R.S. Plot No.-**515**, L.R. Plot No.- 450- land area 14.85 decimals / 9 cottah

Within the jurisdiction of Faridpur Durgapur B.L.& L.R.O. Office ,under Durgapur Municipal Corporation Area, District Paschim Burdwan, PIN 713217 which is more fully marked by color RED in the plan annexed hereto entire land is butted and bounded as follows:-

In the East :- By RS PLOT NO 542

In the West :- BY 30 ft wide private Road

In the South :- By RS PLOT NO 512

In the North :- By RS PLOT NO 514, 513

#### SECOND SCHEDULE

#### (OWNER'S ALLOCATION)

**ALL THAT** 30% constructed area of the proposed multistoried building as per sanction plan i.e. 30% Flat and 30% covered and open car parking spaces which will be constructed on first schedule property along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property together with right to use common portion of the building and complex ,will be enjoyed by the OWNER and/or its nominees in common.

#### THIRD SCHEDULE

#### (DEVELOPER'S ALLOCATION)

The Developer shall be exclusively entitled 70% constructed area of the proposed new building i.e. 70% flats/Units and 70% covered and open car parking spaces which will be constructed on first schedule property as per sanctioned building plan along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property together with right to use common portion of the building and complex .will be

enjoyed by the Developer and/or its nominees in common with the Owners and/or their nominees.

#### FOURTH SCHEDULE

#### (COMMON PORTION)

- a) Stairs, staircase and landings common passage for Egress and ingress from and to the said flat/unit and building as well as premises.
- b) Pump room, electric meter room, Lift
- c) User right of roof of the top-floor.
- d) Common toilet.
- e) Underground and overhead reservoir.
- f) Common plumbing and other common relations.
- g) Electrical wiring, connections, installations and equipments.
- h) Motor pump room, fittings including those are installed for particular unit.
- i) Boundary wall, drainage, sewerage system of the premises and the building.
- j) Roadway and driveway of the complex
- k) Common road of the complex for egress and ingress.

#### FIFTH SCHEDULE

#### (MAINTENANCE)

- 1) All expenses of maintenance operating replacing white washing, painting, rebuilding, reconstructing decorating redecorating and lighting the common parts, roof and the outer walls of the said building.
- 2) All charges and deposits for supplies of common.
- 3) Municipal taxes and other outgoings save those as are separately assessed on the respective unit.
- 4) Costs and charges of establishment for maintenance of the said building.
- 5) All other expenses and outgoings as are deem by the Owner and the purchaser to be necessary or incidental for and regulating, interest, the right of the Purchaser.
- 6) All expenses referred above shall be borne and paid proportionately by the Owner and Developer and/or their respective nominees on and from the date of making over possession of their respective portion.

#### SIXTH SCHEDULE

#### **SPECIFICATION**

WATER SUPPLY	D.M.C				
STRUCTURE	RCC framed construction with infill brick walls				
WALLS	Conventional brickwork. Internal Walls Cement plastering overlaid with smooth				
WALL FINISH	Interior – Wall putty.				

Exterior - Combination of weather coat and color will be suggested by owner Vitrified Tiles in all bedrooms, Living-cum-Kitchen and Balcony anti skid **FLOORING** Dining, In ceramic Tiles, Kitchen platform made of Granite Slab. Glazed tiles, up to the height of two feet from the **KITCHEN** platform. Stainless steel sink, two taps water. Anti skid ceramic Tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 5 feet. ISI/ISO branded sanitary and CP fittings (as per supply), Concealed plumbing and pipe work. One white porcelain Indian Style commode with concealed water line using P.V.C. pipe 2 nos. TOILET tap. one shower, Bath/W.C Complete with P.V.C. low down cistern, wash basin (white), C.I. pillar cock (ESS Brand), Walls will be covered with plain tiles (8"x6") upto 1.5m. Door with tough timber frames and solid-core **DOORS** flush shutters, and PVC door in toilet. Aluminum frames with fully glazed shutters and WINDOWS quality fittings Standard concealed wiring for electricity. Average WIRING 25(Twenty Five) Points for 2 BHK Individual meter for each unit by individual cost. ELECTRIC Electric wiring will be concealed using wire of METER proper gauge (local brand) with points in Bed

Room – Two light points & one 5 amp. plug points on board, one fan point in each room, one AC point in one bed room, Dining & Kitchen – 2 Nos. light point, 1 No. fan point, 1 No. exhaust fan point, 2 Nos. Plug point 15 amp. Toilets & W.C. – 1 No. light point in each, 1 No. exhaust fan point in each. Misc. – 1 no. call bell point, Main switch of adequate capacity, one geyser point in one toilet.

## **AMENITIES**

Adequate standby generator for inside Flats, common areas, services.

# OTHER WORK

Extended sunset in all verandah and living-cumdining room.

Marble finish staircase. Godrej Latch in all main doors.

Cable lines in all living-cum-dining .

MCB (Miniature Circuit Breaker) (Havells) for every Electricity Connection

#### LIFT

OTIS/ ADAMS/STANDARD LOCAL ELEVATOR Lift provided for every floor in the building. IN WITNESS WHEREOF the parties hereto set, sealed and subscribed their respective hands and seal on this day, month and years above first above written.

SIGNED

**SEALED** 

AND

**DELIVERED** by the PARTIES in the

presence of:

1. Rabin Samerjee 9913, J.G. Road Kol-61

Falguri Chatterico

CAMBA SYMERGYORE SOLUTIONS POPPARE PROFESSION

[Signature of LAND OWNER/ FIRST PARTY]

2. Supralya Chakroaborty 2/47 Shivaji Rod A-20NE, DOR-04.

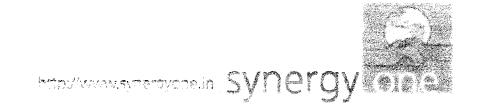
Porfum Harra.

[Signature of DEVELOPER SECOND PARTY]

Drafted by: R. Typidby:
Falgnni Chally
146A, Dewangazi Road,
Swapnaraj, flat-No 301
2nd floor, Bally, Howrah-711201.

# SPECIMEN FORM FOR TEN FINGERPRINTS

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	83340					
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	3	Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
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			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
	!	<b>;</b>	(Righ	it Hand)		



#### **BOARD RESOLUTION**

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE BOARD MEETING OF THE COMPANY HELD AT ITS REGISTERED OFFICE AT HOTEL ARYA, H.B.ROAD, LALPUR, RANCHI 834001 ON THE 8th OCTOBER, 2012 AT 3 P.M.

"Resolved that Mrs. Falguni Chatterjee has been authorized to appear before BL & LRO AT FARIDPUR, CITY CENTRE, DURGAPUR-713216 to attend hearing for mutation and conversion, any learned court i.e. Civil, Criminal, Executive Magistrate and all other relevant and relatd Government Offices and sign all other relevant legal documents in respect to our land /Property situ ated at Mouza Gopalmath, PS Durgapur J.L. No. 003, P.S. - Durgapur. Dist: Burdwan".

Her specimen signature is attested herewith.

Certified to be true

Sandeep Sahu

**Director** 

SAIMAA SYNERGYONE SOLUTIONS PVT. LTD.

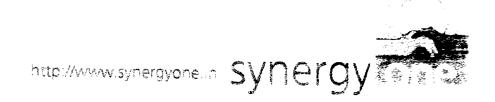
Authorised Signatory

Attested by

SAMAA SYNERGYONE SOLUTIONS PVT. LITE.

Sandeep Sahu

Director



# **BOARD RESOLUTION**

CERTIFIED TRUE COPY OF RESOLUTION PASSED AT THE BOARD MEETING OF THE COMPANY HELD AT ITS REGISTERED OFFICE AT HOTEL ARYA, H.B.ROAD, LALPUR, RANCH! 834001 ON THE 8th OCTOBER, 2012 AT 2 P.M.

"Resolved that Mr. Sandeep Sahu one of the Director of SAIMAA SYNERGYONE SOLUTIONS PVT. LTD. has been authorized to Execute, Operate and Sign all official document and Government Papers & other legal Documents in respect to our land /Property situated at Mouza Gopalmath, PS Durgapur, Dist.- Paschim Bardhaman, J.L. No. 003, P.S. - Durgapur. Dist: Burdwan".

His specimen signature is attested herewith.

SAIMAA SYNERGYONE SOLUTIONS PVT. LTD.

Certified to be true

SAIMAA SYNERGYONE SOLUTIONS PVT. LTD

BIRECTOR

BHABNA SAHU (DIRECTOR)

**ATTESTED BY** 

SAIMAA SYNERGYONE SOLUTIONS PVT, LTD.

DIRECTOR

BHABNA SAHU (DIRECTOR)

i de la miseria de la Consideración de Perencia Larger de de

आयकर विमाग

INCOME TAX DEPARTMENT

FALGUNI CHATTERJEE

SISIR SARKAR

05/03/1974

Permanent Account Number

APIPC7793K

F.Clette

Signature

भारत सरकार GOVT. OF INDIA





31032016

Falguri Chall





विशिष्ट, प्रवास आधिक

भारत सरकार Jua Idantification Authority of India

Enrolment No.: 2017/80813/29260

FALGUNI CHATTERJEE
W/O Pradip Chatterjee
146/A
DEWAN GAZI ROAD
BALLY
Bally Municipality
Haora Bally
West Bengal - 711201
9903783018

Signature valid



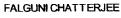
आपका अध्य क्रमांक / Your Aadhaar No. :

8207 8501 0536

मेरा आधार, मेरी पहचान



भारत सरकार Government of India







8207 8501 0536

मेरा आधार, मेरी पहचान

Falgnai Chalta

ञ्चायकर विभाग INCOMETAX DEPARIMENT



भारत सरकार GOVT. OF INDIA

SAIMAA SYNERGYONE SOLUTION PRIVATE LIMITED



27/04/2006

Permanent Account Number

AAKCS12

3092008

DIRECT IR

# श्वायकर विभाग

# INCOME TAX DEPARTMENT SANDEEP KUMAR SAHU

GOPAL PRASAD

18/02/1968

Permanent Account Number AGKPS1185Q

Signature



# भारत सरकार GOVT. OF INDIA



## भारत सरकार

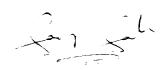


संदीप कुमार साह Sandeep Kumar Sahu जन्म निथि/ DOB: 18/02/1968

प्रथ / MALE

4493 5879 3471

# -आम आदमी का अधिकार



# भारतीय विशिष्ट पहचान प्राधिकरण

पता:

S/O: गोपाल प्रसाद साहु. सुशीला निकेतन, रेडियम रोड, रांची जि.पि.ओ., रॉची. -झारखण्ड - 834001 Address:

Signated South Submark Signated Submark South Resource Re

4493 5879 3471

Asahaar-Aam Admi ka Adhikar

SKETCH PLAN OF JOINT VENTURE SHOWING BY RED BOUNDED OF MOUZA-GOPALMATH P.S. DURGAPUR J.L. NO- 003, DIST-PASCHIM BARDHAMAN R.S. RO7455 S Ision Wille R.S.PLOT. TO JET ROAD 80.1. R S. PLOT- 488 R.S.P.L. Sp. R S. PLOT- 488 R.S. PLOT-436 Rs thornos ∕R.S.PLOT-1035 PROPERTY
VANISYA PUT TIMES PLOT NO.SIA ROAD MOE R.S. PLOT -513 نام مام Falguni Charrerjee R.S.PLOT NO- 514 37.95 DEC 23 COTTAH Constituent Atterney SAIMAN SYNERGIBLE SOLUTIONS PRIVATE CHATLED ZŽ R.S. PLOT -542 R.S.PLOT NO- 515 14.85 DEC - 9 COTTAH B. Verma- 9333924898 88'5" NO-2827-74 DATE-26=4-2019 Migram Heira. Surveyor denechity, Durgapur. Govt of West Benga

# Directorate of Registration & Stamp Reven

e-Challan

· GRN:

19-201920-001397567-1

On the Payment

GRN Date: 13/05/2019 19:00:00

Bank:

HDFC Bank

BRN:

799701214

BRN Date: 13/05/2019 19:01:53

**DEPOSITOR'S DETAILS** 

Id No.: 19040000737583/4/2019

[Query No./Query Year]

Name:

Bikram Hazra

Contact No.:

9564460111

Mobile No.:

+91 8170017961

E-mail:

BIKRAMHAZRA@YAHOO.COM

Address:

VILLBANDRAPOGOPALPURDISTPACHIM BARDHAMAN

Applicant Name:

Mrs FALGUNI CHATTERJEE

Office Name:

Office Address: Status of Depositor:

**Buyer/Claimants** 

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 4

## **PAYMENT DETAILS**

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19040000737583/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	39920
2	19040000737583/4/2019	Property Registration- Registration Fees	0030-03-104-001-16	101

Total 40021

In Words:

Rupees Forty Thousand Twenty One only



ভারতের নির্বাচন কমিশন পরিচয় পত্র ELECTION COMMISSION OF INDIA IDENTITY CARD

GST2085710





নির্বাচকের নাম : বিক্রম হাজরা

Elector's Name : Bikram Hazra

পিতার নাম

: নীরোদ হাজরা

Father's

· Nirod Hazra

निष/Sex

: পুং / M

জন্ম তারিখ

: XX/XX/1984

Date of Birth

Prificam Harre.

GST2085710

ওসিডি-2 জে এন এতিনিউ, দুর্গাপুর, নিউ উটিনবিপ পতিম বর্ধমান-713214

#### Address:

OCD-2 J N AVENUE, DURGAPUR (M CORP.), NEW TOWNSHIP, PASCHIM BARDHAMAR-713214

**C**\ Date: 08/02/2019

276 - দুর্গাপুর পূর্ব নির্বাচন ক্ষেত্রের নির্বাচক নিবন্ধন আধিকারিকের স্বান্ধ্রের অনুকৃতি

Facsimile Signature of the Electoral Registration Officer for

276 - Durgapur Purba Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিটে নাম ভোলা ও একই নম্বরের নতুন সচিত্র পরিচয়পত্রে পাওয়ার জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন

In case of change in address mention this Card No. in the relevant Form for including your name in the roll at the changed address and to obtain the card with same number

96 / 887

INCOME TAX DEPARTMENT BIKRAM HAZRA

WIRAC BARAN HAZRA

भारत सरकार GOVT. OF INDIA

01/08/1984
Permanent Account Number
ADFPH3818M

(C) Aam H114

Signature



I fit hum Hora.

DATED THIS 14 DAY OF May 2019

### BETWEEN

MESSRS. SAIMAA SYNERGYONE SOLUTIONS PRIVATE LIMITED

LAND OWNER

AND

N.N. CONSTRUCTION

**DEVELOPER** 

DEVELOPMENT AGREEMENT

## **Major Information of the Deed**

Deed No:	I-1904-04934/2019	Date of Registration 14/05/2019	
Query No / Year	1904-0000737583/2019	Office where deed is registered	
Query Date	11/05/2019 11:03:57 PM	A.R.A IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	FALGUNI CHATTERJEE Thana: Bally, District: Howrah, V :Seller/Executant	WEST BENGAL, Mobile No. : 8334091939, Status	

	.Ocilon Excoatant		
Transaction		Additional Transaction	
[0110] Sale, Develor agreement	pment Agreement or Construction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]	
Set Forth value		Market Value	
	500 BOOK	Rs. 1,77,00,119/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,020/- (Article:48(g))		Rs. 101/- (Article:E, E, M(a), M(b), I)	
Remarks Received Rs. 50/- (FIFTY only ) from the applicant for issuing the assarea)		) from the applicant for issuing the assement slip.(Urban	

### **Land Details:**

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: G. T. Road (Gopalmath), Road Zone : (On Road -- On Road) , Mouza: Gopalmath Pin Code : 713217

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	
L1	LR-451	LR-988	Bastu	Bastu	37.95 Dec			Width of Approach Road: 30 Ft.,
L2	LR-450	LR-988	Bastu	Bastu	14.85 Dec		49,78,159/-	Width of Approach Road: 30 Ft.,
		TOTAL :			52.8Dec	0 /-	177,00,119 /-	
	Grand	Total :			52.8Dec	0 /-	177,00,119 /-	

#### Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
·	SAIMAA SYNERGYONE SOLUTION PRIVATE LIMITED  35, KALIGHAT ROAD, MATRIKA APARTMENT, GR FLOOR, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025, PAN No.:: AAKCS1255L, Status:Organization, Executed by: Representative, Executed by: Representative

## **Developer Details:**

SI	Name,Address,Photo,Finger print and Signature	
No		
ı	N N CONSTRUCTION  BALAKA PARK, BIDHAN NAGAR, DURGAPUR, P.O:- I Bengal, India, PIN - 713206, PAN No.:: ADFPH3818M,	DURGAPUR, P.S:- Durgapur, District:-Burdwan, West Status :Organization, Executed by: Representative
	Bengal, mala, mit , to zoo , t	

Vajor Information of the Deed :- I-1904-04934/2019-14/05/2019

Representative Details:

No No	Name,Address,Photo,Finger p	orint and Signatur	e	
1	Name	Photo	Finger Print	Signature
	Mrs FALGUNI CHATTERJEE (Presentant) Wife of Mr PRADIP CHATTERJEE - Date of Execution - 14/05/2019, Admitted by: Self, Date of Admission: 14/05/2019, Place of Admission of Execution: Office			Folgeri Challe
		May 14 2019 12:39PM	LTI 14/05/2019	14/05/2019
	DEWANGAZI ROAD, SWAPN Howrah, West Bengal, India, F of: India, , PAN No.:: APIPC77 SYNERGYONE SOLUTION F	PIN - 711201,  Se 793K Status : Rei	ex: Female, By Copresentative, Rep	Y)
2	Name	Photo	Finger Print	Signature * Signature

	OTTILITOTORIE GOLD TOTAL			
2	Name	Photo	Finger Print	Signature
	Mr BIKRAM HAZRA Son of Mr NIRAD BARAN HAZRA Date of Execution - 14/05/2019, Admitted by: Self, Date of Admission: 14/05/2019, Place of Admission of Execution: Office			Rocham Harra
	Admission of Execution office	May 14 2019 12:40PM	LTI 14/05/2019	14/05/2019
	1			10/ ( D

OCD-2, NORTH JN AVENUE, P.O:- DURGAPUR, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713206, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADFPH3818M Status: Representative, Representative of: N N CONSTRUCTION (as PROPRIETOR)

### **Identifier Details:**

Name	Photo	Finger Print	Signature
Mr RABINDRA SANKAR BANERJEE Son of Mr MIHIR KUMAR BANERJEE 99/3, JADAV GHOSH ROAD, P.O:- BEHALA, P.S:- Behala, District:-South 24- Parganas, West Bengal, India, PIN - 700061			Rodon Baney 8
	14/05/2019	14/05/2019	14/05/2019

Major Information of the Deed :- I-1904-04934/2019-14/05/2019

Trans	fer of property for L1	
SI.No		To. with area (Name-Area)
1	SAIMAA SYNERGYONE SOLUTION PRIVATE LIMITED	N N CONSTRUCTION-37.95 Dec
Trans	fer of property for L2	
	From	To. with area (Name-Area)
1	SAIMAA SYNERGYONE SOLUTION PRIVATE LIMITED	N N CONSTRUCTION-14.85 Dec

# Land Details as per Land Record

District: Burdwan, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: G. T. Road (Gopalmath), Road Zone: (On Road -- On Road), Mouza: Gopalmath Pin Code: 713217

Sch No	Plot & Khatian  Number	Details Of Land	Owner name in English as selected by Applicant
	I R Plot No:- 451, LR Khatian	Owner:সাইমা সিনার্জী ওয়ান সলিউসন গ্রাঃ লিঃ, Gurdian:ডাইঃ- সন্দী সাহ, Address:নিজ , Classification:বাইদ, Area:0.38000000 Acre,	SAIMAA SYNERGYONE SOLUTION PRIVATE LIMITED
L2	LR Plot No:- 450, LR Khatian No:- 988	Owner:সাইমা সিনাজী ওয়ান সলিউসন প্রাঃ লিঃ, Gurdian:ডাইঃ- সন্দী সাহ, Address:নিজ , Classification:বাইদ, Area:0.21000000 Acre,	SAIMAA SYNERGYONE SOLUTION PRIVATE LIMITED

Endorsement For Deed Number: I - 190404934 / 2019

### On 13-05-2019

## 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 1,77,00,119/-

-CD+188h

Tridip Misra ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

#### On 14-05-2019

# 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 12:02 hrs on 14-05-2019, at the Office of the A.R.A. - IV KOLKATA by Mrs FALGUNI CHATTERJEE,.

"a or Information of the Deed :- I-1904-04934/2019-14/05/2019

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

Execution is admitted on 14-05-2019 by Mrs FALGUNI CHATTERJEE, ATTORNEY, SAIMAA SYNERGYONE SOLUTION PRIVATE LIMITED, 35, KALIGHAT ROAD, MATRIKA APARTMENT, GR FLOOR, P.O.- BHAWANIPORE. P.S.- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700025

Indetified by Mr RABINDRA SANKAR BANERJEE, , , Son of Mr MIHIR KUMAR BANERJEE, 99/3, JADAV GHOSH ROAD, P.O. BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by profession Others

Execution is admitted on 14-05-2019 by Mr BIKRAM HAZRA, PROPRIETOR, N N CONSTRUCTION (Sole Proprietoship), BALAKA PARK, BIDHAN NAGAR, DURGAPUR, P.O:- DURGAPUR, P.S:- Durgapur, District:-Burdwan, West Bengal, India, PIN - 713206

Indetified by Mr RABINDRA SANKAR BANERJEE, , , Son of Mr MIHIR KUMAR BANERJEE, 99/3, JADAV GHOSH ROAD, P.O. BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by profession Others

### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- ( E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 21/-,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/05/2019 7:01PM with Govt. Ref. No: 192019200013975671 on 13-05-2019, Amount Rs: 101/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 799701214 on 13-05-2019, 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/-, by online = Rs 39,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 35945, Amount: Rs.100/-, Date of Purchase: 13/05/2019, Vendor name: S Chatteriee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/05/2019 7:01PM with Govt. Ref. No: 192019200013975671 on 13-05-2019, Amount Rs: 39,920/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 799701214 on 13-05-2019, Head of Account 0030-02-103-003-02

**Tridip Misra** ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

Maior information of the Deed :- I-1904-04934/2019-14/05/2019

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 229529 to 229577

Volume number 1904-2019, Page from 229529 to 229577 being No 190404934 for the year 2019.



Digitally signed by TRIDIP MISRA Date: 2019.05.24 18:05:34 +05:30 Reason: Digital Signing of Deed.

- Dison

(Tridip Misra) 24-05-2019 18:05:26 ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA West Bengal.

(This document is digitally signed.)