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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

QNO-1043883/16
 MV-248842851

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 Certified that the Document is a true and correct copy of the original as registered. The signature and endorsement shown above are the part of this Document.

28 JUL 2016

[Signature]
 Additional Registrar
 of Assurances-1, Kolkata

AGREEMENT FOR DEVELOPMENT

THIS DEVELOPMENT AGREEMENT made this 27th day of
 July , Two Thousand Sixteen (2016)

BETWEEN

20/201-
 20-100K
 2501

60701

0005

Neel Kanth Nirman Pvt. Ltd.

NAME.....
ADD.....
Rs. 5000/-
27 JUL 2016
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

17/H/8, Balai Singh Lane, Kol 9.



27 JUL 2016

883480

Chaitali Chatterjee
Adv.

w/o Mr. P. S. Roy
City Civil Court
Kolkata



2
ADDITIONAL REGISTRAR
CITY CIVIL COURT, KOLKATA
27 JUL 2016

Rajendra Jainwal

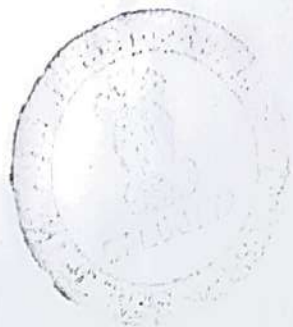
(1) **SMT. RAM DULARI SHAW**,^{alias JAISWAL.} wife of Ram Dhani Shaw, by faith-Hindu, by occupation-Housewife, by Nationality-Indian, (2) **SRI AMAR NATH JAISWAL**, son of Late Ram Prasad Shaw, by faith-Hindu, by occupation-Business, by Nationality-Indian, (3) **SRI RAJ KUMAR JAISWAL**, son of Late Madan Lal Shaw, by faith-Hindu, by occupation-Business, by Nationality-Indian, (4) **SRI RAJENDRA JAISWAL**, son of Late Madan Lal Shaw, by faith-Hindu, by occupation-Business, by Nationality-Indian, (5) **SRI UMESH JAISWAL**, son of Late Shyamlal Shaw, by faith-Hindu, by occupation-Business, by Nationality-Indian, (6) **SRI DAYANAND JAISWAL**, son of Late Shyamlal Shaw, by faith-Hindu, by occupation-Business, by Nationality-Indian, (7) **SRI RAJ JAISWAL**, son of Late Shyamlal Shaw, by faith-Hindu, by occupation-Business, by Nationality-Indian, (8) **SRI MANISH JAISWAL**, son of Late Rajesh Shaw, by faith-Hindu, by occupation-Service, by Nationality-Indian, all of 75/H/1, Kailash Bose Street, P.S. Amherst Street, Kolkata-700006, hereinafter jointly called and/or referred to as the "**OWNERS**" (which terms or expressions shall unless excluded by or repugnant to the context or contrary thereto be deemed to mean and include their heirs, executors, administrators, successor or successors, legal representatives and/or assigns) of the **FIRST PART**.

AND

NEELKANTH NIRMAN PVT. LTD. (PAN-AACCN0826A), a company incorporated under the Companies Act, 1956 and having its registered office at 17H/8, Balai Singhi Lane, 1st Floor, Kolkata-700009, P.O. & P.S. Amherst Street, West Bengal, represented by its Director namely **BRIJESH KUMAR AGARWAL** (PAN-ACYPA6430G), son of Late Baijnath Agarwal, by Faith-Hindu, by Nationality-Indian, by Occupation-Business, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Sreebhumi, Kolkata-700048, P.S. Sreebhumi, P.S. Lake Town, hereinafter called and/or referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context or contrary thereto be deemed to mean and include its successors, successors-in-office and assigns) of the **SECOND PART**.

27

ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
27 JUL 2011



WHEREAS one Maharani Shaw was the sole and absolute owner of Municipal Premises No. 77, Raja Dinendra Street, P.S. Manicktola, P.O. Beadon Street, Kolkata-700006 together with land measuring about 6 Cottah 7 Chittacks 8 sq. ft. by virtue of Registered Deed of Conveyance dated 29.08.1945 registered before ADSR Sealdah and was recorded in Book No.I, Volume No.38, Pages 121 to 128, Being No.1688 for the year 1945 from the then owners Sri Ram Avatar Shah.

AND WHEREAS during life time said Maharani Shaw executed a Will dated 03.05.1973 in favour of her three daughter-in-laws Sudama Devi Shaw, Lalsa Devi Shaw and Ram Dulari Shaw. Subsequently on 01.01.1975 said Maharani Shaw died intestate leaving behind her daughter-in-law Smt. Ram Dulari Shaw, the legal heirs of Sudama Devi Shaw since deceased and the legal heirs of Lalsa Devi Shaw since deceased as her legal heirs and representatives, who jointly became the owners of the said premises. Thereafter the said will was probated from the Learned Chief Judge, City Civil Court, Calcutta on 19.12.2015 being LA Case No.63 of 2006 by all the present owners.

AND WHEREAS all the female heirs of Late Sudama Devi Shaw duly transferred their right title interest in respect of their undivided share of property in favour of the male members namely Raj Kumar Jaiswal, Rajendra Jaiswa and Amarnath Jaiswal by virtue of two registered Deed of Gifts dated 27.07.2016 which was registered before Additional Registrar of Assurances-I, Kolkata and recorded in Book No.I, Being No. 5657 and Book No.I, Being No. 5656 for the year 2016.

AND WHEREAS all the female heirs with one Abhishek Jaiswal of Late Lalsa Devi Shaw duly transferred their right title interest in respect of their undivided share of property in favour of the male members namely Manish Jaiswal, Umesh Jaiswal, Dayanand Jaiswal and Raj Jaiswal by virtue of a registered Deed of Gift dated 27.07.2016 which was registered before Additional Registrar of Assurances-I, Kolkata and recorded in Book No.I, Being No. 5659 for the year 2016.

Manish Jaiswal

Manish Jaiswal

AND WHEREAS by virtue of the aforesaid Deed of Gifts said Raj Kumar Jaiswal, Rajendra Jaiswa, Amarnath Jaiswal, Manish Jaiswal, Umesh Jaiswal, Dayanand Jaiswal and Raj Jaiswal became the joint owners of undivided 2/3rd share of the said property.

AND WHEREAS Smt. Ramdulari Jaiswal, Raj Kumar Jaiswal, Rajendra Jaiswa, Amarnath Jaiswal, Manish Jaiswal, Umesh Jaiswal, Dayanand Jaiswal and Raj Jaiswal became the joint owners of the said property which is morefully and particularly described in the Schedule hereunder written.

AND WHEREAS having relied upon the aforesaid representation regarding the ownership of the schedule mentioned property made by the Owners, the Developer herein has discussed with the Owners the terms and conditions on which Development of the said premises can be undertaken from its ready fund.

AND WHEREAS the Owners upon the representation made by the Developer have agreed to develop the said premises by constructing a multi-storied building at the said premises in accordance with the building plan to be approved signed by the Owners and to be sanctioned by the Kolkata Municipal Corporation and other allied works on the terms and conditions appearing hereinafter at its own costs, hereinafter for the sake of brevity referred to as the "**SAID BUILDING**".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS AFTER MAKING CANCELLATION ALL OTHER AGREEMENTS AND DOCUMENTS THERETO:-

ARTICLE-I DEFINITION

In these presents unless there is something repugnant to or inconsistent with.

- 1. OWNERS:** shall mean the said (1) **SMT. RAM DULARI SHAW**, (2) **SRI AMAR NATH JAISWAL**, (3) **SRI RAJ KUMAR JAISWAL**, (4) **SRI**

RAJENDRA JAISWAL, (5) SRI UMESH JAISWAL, (6) SRI DAYANAND JAISWAL, (7) SRI RAJ JAISWAL, (8) SRI MANISH JAISWAL.

2. DEVELOPER : shall mean **NEELKANTH NIRMAN PVT. LTD.** (PAN-AACCN0826A), a company incorporated under the Companies Act, 1956 and having its registered office at 17H/8, Balai Singhi Lane, 1st Floor, Kolkata-700009, P.O. & P.S. Amherst Street, West Bengal, represented by its Director namely **BRIJESH KUMAR AGARWAL** (PAN-ACYP6430G), son of Late Baijnath Agarwal, by Faith-Hindu, by Nationality-Indian, by Occupation- Business, residing at 10/14, Brijdham Housing Complex, 211, Canal Street, Sreebhumi, Kolkata-700048, P.S. Sreebhumi, P.S. Lake Town.

3. BUILDING PLAN: shall mean plan to be designed by the highly qualified Architect/Civil Engineer appointed by the Developer approved by the Owners and to be sanctioned by the Kolkata Municipal Corporation in the premises more fully described in the **FIRST SCHEDULE**.

4. PREMISES : shall mean the Premises No. 77, Raja Dinendra Street, P.S. Burtolla, P.O. Beadon Street, Kolkata-700006, Ward No.15 of the Kolkata Municipal Corporation and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

5. OWNER'S SHARE - the developer shall allot the first owner Smt. Ramdulari Jaiswal the 50% area of the FAR of the new constructed building as her undivided 1/3rd share of the said property according to the sanctioned building plan and one car parking space on the ground floor except remaining portion of the ground floor of the new building together with proportionate share of land and also Rs.5,00,000/- (Rupees Five Lacs) only as refundable security.

The developer shall allot the second owners Manish Jaiswal, Umesh Jaiswal, Dayanand Jaiswal and Raj Jaiswal the 45% area of the FAR of the new constructed building as their undivided 1/3rd share of the said

property according to the sanctioned building plan except ground floor of the new building together with proportionate share of land and also Rs.5,00,000/- (Rupees Five Lacs) only as refundable security.

The developer shall allot the third owners Raj Kumar Jaiswal, Rajendra Jaiswa and Amarnath Jaiswal the 42% area of the FAR of the new constructed building as their 1/3rd share of the said property according to the sanctioned building plan except ground floor of the new building together with proportionate share of land and also Rs.3,00,000/- (Rupees Three Lacs) only as refundable security.

The developer shall also pay Rs.13,00,000/- (Rupees Thirteen Lacs) only as further refundable security deposit at the time of starting of the construction to the abovenamed owners in the above mentioned ratio.

The entire amounts agreed and payable by the developer are in the nature of an interest free refundable security deposit, either at the time of execution of the Agreement or thereafter. The said amounts shall have to be refunded by the owners to the developer simultaneously taking over possession of the owner's allocation. In the default of refund of such deposits, the developer shall be at liberty to adjust the said amount in lieu of area out of the owner's allocation and that too at the rate to be mutually decided by the developer and the owners for which the owners and developer shall not raise any objection whatsoever. The total cost of registration of Deeds of Gift on the part of the owners, development agreement and Power of Attorney shall be paid by the developer at first but the said amount shall be realised by the developer from the owners.

The liability of the existing tenant shall be totally borne by the developer only, the owners shall have no liability regarding any tenant of the said building, as such monthly rent payable by the tenant (if any) of the new building shall only be realised by the developer.

6. **DEVELOPERS' SHARE** : In the instant Joint venture agreement the developer will get the entire remaining area of the new constructed building i.e. 50% FAR of the undivided 1/3rd share of the first owner, 55% FAR of the undivided 1/3rd share of the second owners and 58% FAR of the undivided 1/3rd share of the third owners, together with proportionate share of land and open spaces of the said building. The entire ground floor (except one car parking space specified for Ramdulari Jaiswal) shall be exclusively enjoyed by the developer as the liability of all the tenants lies upon the developer only. Dismantling of the building and/or sale proceeds of the all old building materials will be totally and/or exclusively enjoyed by the Developer. The Developer will also negotiate with existing tenants who are in actual total possession of the said property.

The cost, charges and expenses incurred by the Developer for completion of the Owners' allocation in the building shall be deemed to be the consideration for the transfer of the undivided proportionate share in the land attributable to the Developer's share/allocation in favour of the Developer of its nominee or nominees. The consideration amount from the Developer's allocation will be accepted by the Developer alone and the Owners shall be joined in the said Deed of Conveyance through Constituted Attorney.

7. **ENGINEER/ARCHITECT** : shall mean such person or persons may be appointed by the Developer for supervising the construction of holding and act as per the Kolkata Municipal Corporation building rates. He should be solely responsible for any accident or break through by any natural calamities during the construction and afterward. The Owners will not be responsible for such things.

8. **COMMON EXPENSES** : shall mean and include proportionate share of the costs, charges and expenses for working, maintenance upkeep, repair and replacement of the common parts, common amenities of proposed building after taking of respective allocated

portions by the owners and the developer or its nominated representatives.

9. COMMON AREAS AND COMMON FACILITIES : shall include corridors staircase, passageways, common toilets, pump room, roof, water pump and motor, lift and other facilities which may be mutually, agreed upon between the parties hereto and required for the establishment, location, enjoyment, provision, maintenance and/or management of the said building more fully and particularly described in the **SECOND SCHEDULE** written hereunder which shall always remain as joint property of the Owners and/or their nominee or nominees or legal heirs and the Developer and/or his nominee or nominees.

10. TRANSFER: shall mean, with its grammatical varieties, transfer of possession and by any other means adopted for effecting that we understood as transfer of undivided and impartible share of land to purchase thereof in strict adherence to the concept of transfer as prescribed by the law of the land.

ARTICLE-II COMMENCEMENT

1. This agreement shall be deemed to have commenced with effect from the date of signing of this agreement and time is the essence of the contract.

ARTICLE-III OWNERS' RIGHT AND REPRESENTATION

1. The Owners are absolutely seized and possessed of or otherwise well and efficiently entitled **ALL THAT** the said premises and agreed to develop the said property.

2. That the said property is presently under the occupation of the some tenants under the Owners and the Developer shall be liable to borne the liability of the said tenants.

3. No notice of acquisition has been received or has been served the Owners nor the Owners aware of any such notice or order or acquisition or requisition in respect of the said premises or property or any part thereof.

4. At the time of construction of the building the Owners have the right to inspect the construction proceedings whether it is being made as per provision of the Kolkata Municipal Corporation.

ARTICLE-IV DEVELOPER'S RIGHTS

1. The Owners hereby grant subject to what have been hereunder provided exclusive right to the Developer to construct the new multi-storied building thereon in accordance with sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto. All applications for sanction of plan, modification of plea if any and other paper and documents as may be necessary for sanction of plan and for modification if any and rectification of plan from appropriate authority shall be prepared and submitted by the Developer on behalf of the Owners but upon prior approval and signature of Owners at the Developer's own costs and expenses and the Developer shall pay and bear all fees including Architect fees charges and expenses required to be paid or deposited for aforesaid purpose. Before starting construction the Developer will alone negotiate with the existing tenants and shall borne the total liability of the said tenants.

2. The sale proceeds of the materials of the old building after demolishing the same shall be realised by the Developer only.

3. Nothing in these presents shall be constructed as a demise or assignment or conveyance in law by the Owners of the said property or any part thereof to the Developer or as creating any right title or interest in respect thereof to the Developers other than an exclusive

license for the purpose of development of the said premises the terms thereof and the deal with his allocation as per terms of presents.

4. Possession of the said premises shall be handed over by the existing tenant under the Owners to the Developer for proceedings with preparation of formalities for construction.

5. The Developer obtaining the possession of the said premises from the existing tenant under the Owners shall issue a certificate indicating that the Developer has obtained possession of the said premises from the Owners free from all encumbrances whatsoever including the specific purpose in the light of the instant agreement.

ARTICLE- V PROCEDURE

1. The Owners shall grant proper authority to the Developer by execution of a General Power of Attorney as may be required by the Developer for the purpose of the construction and/or negotiation with the existing tenant of the said building on the said premises and represent the Owners for all purpose in connection with the construction work of the building before the appropriate authorities and also to deal the Developer's allocation provided however the same shall not create financial liabilities upon the Owners for construction of the multi-storied building in any manner whatsoever. This Power of Attorney will be automatically seized if the Developer fails to take proper action for construction the building within six months from the date obtaining vacant possession from the existing tenant under the Owners or sanction of the building plan from the Kolkata Municipal Corporation which ever is later.

2. Apart from the execution of the general Power of Attorney the Owners hereby undertakes that they will sign all papers, documents, deeds deed etc. required for the construction of the building at the Developer's costs as per requisition of Developer.

ARTICLE - VI DEALING OF SPACE IN THE BUILDING

1. Developer shall on completion of the said building put the Owners into undisputed possession of the Owners' allocation prior to giving possessions to an intending purchaser or any one concern together with the right in proportionate share of land, common areas, facilities and amenities. The Owners' allocation shall be completed in all respect and shall be provided with the fixture and fittings and amenities as set out in the **THIRD SCHEDULE** hereinafter stated.

2. The Owners shall be entitled to transfer or otherwise deal with the Owners' allocation in the new building to be constructed by the Developer at their own desire.

3. After handing over possession of the Owners' allocation to the Owners the Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same with a formal information to the Owners therein and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.

4. After completion of the building in all respects and after handing over the Owners' allocation to the Owners that the Developer shall execute the deed of conveyance or conveyances in respect of the Developer's allocated portion to any third party or his nominee or nominees in such part as shall be required for the Developer's allocation **PROVIDED HOWEVER** the cost of such conveyance or conveyances, including stamps and registration expenses and all other legal expenses shall be borne and paid by the Developer his nominee or nominees.

ARTICLE - VII BUILDING

1. The Developer shall at his own cost and expenses construct erect and complete the multi-storied building at the said premises in accordance with the sanctioned plan and in conformity with such

specification. In case of with social permission or anyway any floor out of the Calcutta Municipal Act is being extended by any way that case prior permission of the Owners must be taken.

2. The Developer at his own costs and expenses shall be authorised in the name of the Owners without any responsibilities of the Owners if necessary to apply and building materials, allocable to the Owners for the construction of the building and similarly apply from and obtain temporary and permanent connection of water, electricity, gas, power (if necessary) (and permanent drainage and sewerage electricity, gas, power (if necessary) and permanent drainage and sewerage connection to newly built up building and other input and facilities required for the construction and enjoyment of the building.

3. The Developer before starting the construction of the said building, shall obtain 'No Objection Certificate' from the competent authority, at his own cost.

4. The Developer at his own costs and expenses construct and complete the said new building and various unit and/or apartments therein in accordance with the sanctioned building plan and shall obtain completion certificate from the appropriate authority.

ARTICLE - VIII COMMON FACILITIES

1. On behalf of the Owners the Developer shall pay and bear all taxes and other dues and outgoing in respect of the premise upto the date of handing over the possession of the premises to the Developer in the light in the instant agreement and the Owners shall pay the proportionate tax of the Owners' allocation of the said building shall be borne by the Developer, be it mentioned here that the Developer, shall be liable to pay the proportionate tax of the Developer's allocation in the said building.

2. After completion of the said building as per sanctioned plan and specification and handover the allocation to the Owners, the Owners

and the Developer shall punctually and regularly pay the rates and taxes for their concerned portion to the concerned authorities and both shall keep each other indemnified against all claim, action, demands, costs charges, expenses and proceedings whatsoever.

3. Any transfer of any part of the Owners' allocation in the new building by the Owners to any third party shall be subject to other provisions hereof and in the event of such transfer, such transferee of the Owners' allocation thereafter shall be responsible to pay the said rate and serve charges for the common facilities in respect of the space transferred to him/them.

ARTICLE - IX COMMON RESTRICTION

The Owners' allocation in the building shall be subject to the same restrictions and use as applicable to the Developer's allocation the building intending for common benefits of all occupiers of the said building, which shall include the following:-

1. Neither party shall use or permit to use the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the said building.

2. Neither party shall demolish or permit to demolish any wall or any structure in their respective allocation, either major or minor, therein without the written consent of others.

3. Both the parties shall abide by all laws, bye-laws, rules and regulations of the government, local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye-laws, rules and regulations.

4. The respective allottees shall keep other fittings and fixtures and appurtenances, floor and calling, etc. of their respective allocations in

the building in good working condition and repair in particular so as not to cause any damage to the building or any other spaces of accommodation therein.

5. Neither party shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

6. No goods or items shall be kept by any party for display or otherwise in the corridor or at any other place of common use and enjoyment in the building and no hindrance shall be caused in any manner in the free movement of the users in the corridors and other places of common use and enjoyment in the building.

7. Neither party shall throw OR accommodate any dirt, rubbish or refuse or permit the same to be thrown or accumulate any dirt rubbish or refuse in or about the building or in the compounds, corridors or any other portion of the building.

ARTICLE - X OWNERS' OBLIGATION

1. The Owners doth hereby agree covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of the Developer's allocation of the building.

2. The Owners doth agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises to be constructed by the Developer. The Owners will give full power and right for negotiation with the existing tenant to the Developer.

3. The Owners shall deliver the copies of all original deeds and documents, duly attested, relating to the said premises for inspection to the Developer as per requisition.
4. The Owners doth agree and covenant, with the developments not to let out, lease, mortgage and/or charges the said premises or any portion thereof during the construction period and till the date of completion of the total transaction in pursuance of these presents.
5. The Owners and their property will not be liable for or responsible for any financial obligation of the Developer towards any bank/financial institution or any individual.
6. The liability of the existing tenants shall be borne by the Owners absolutely either by monetary compensation or by the space allocation from their allocated area.

ARTICLE - XI DEVELOPER'S OBLIGATION

1. The Developer hereby agree and covenants that it shall strictly follow the rules and regulations of the Kolkata Municipal Corporation building rules and government directives (State Control) during the construction and shall not do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owners' allocation in the said premises. The Developer will take total responsibility of negotiation with the existing tenant and he will take any decision with prior permission from the Owners regarding.
2. The Developer shall not have any right, title and interest in the Owners' allocation together, with the proportionate share of land, facilities and amenities which shall solely and exclusively belong and continue to belong to the Owners.

3. The Developer shall not be entitled to deliver the possession of flats, car parking spaces or other spaces in its allocation to anyone prior to the delivery of possession of the Owners' allocation in favour of the Owners in the new building but the Developer can enter into any agreement and receive advance/booking money for the same at its own risk and however, the Owners shall not be liable and responsible each performance by the Developer.

4. The Developer shall deliver the possession of the Owners' allocation within the stipulated period of time i.e. 30 (thirty) months from the date of sanctioning the building plan by the Kolkata Municipal Corporation and/or getting vacant possession from the owners whichever is later.

5. The Developer shall construct the building in accordance with the sanctioned plan after mutation if required.

6. The proposed building shall be deemed to be ready and completed for handing over possession of the same by the Developer when the construction of the said building shall be completed in all respect having all the basic amenities of habitat i.e. electrification, water supply, etc. within the stipulated time, 30(thirty) months from the date of sanctioning the plan of the said multi-storied building and/or getting vacant possession from the owners whichever is later and the said stipulated period may be extended for another six months, if required, otherwise the Owners shall have power to scrap the agreement and be entitled for compensation.

7. The municipal taxes, rates, charges and other outgoing of the said property from the period commencing from delivery of vacant possession of the same by the Owners to the Developer till delivery of vacant possession of the Owners' allocation in the building shall be solely borne by the Developer.

ARTICLE - XII OWNERS' INDEMNITY

1. The Owners doth hereby undertake that the Developer shall be entitled to the developer's allocated portion said construction and shall enjoy their allocated space without any interference or disturbance from the Owners provided the Developer shall perform and fulfil all the terms and conditions herein contained and/or his part to be observed and performed. The Owners shall have every liberty to inspect the said construction work of the said proposed building during the construction period and may take advice from the Civil Engineer or Architect.

ARTICLE - XIII DEVELOPER'S INDEMNITY

1. The Developer hereby undertakes to keep the Owners indemnified against all third party's claim and all actions costs suits and proceedings that may arise out of the Developer's acts, omission or otherwise with regard to the development of the premises and/or till the matter of construction of the said building and/or defect therein.

ARTICLE - XIV MISCELLANEOUS

1. The Owners and the Developer have entered into this Agreement purely as a joint venture basis and nothing contained herein shall be deemed to construe as a partnership between the parties hereto in any manner whatsoever nor shall be the parties hereto constitute as an Association of person.

2. It is understood from time to time to facilitate uninterrupted construction of the building by the Developer various deeds, documents, matters and things not herein specified may be required to be done and duly signed by the Owners relating to which specific provision may not have been mentioned herein, the Owners hereby undertakes to do all such acts, deeds, matters and things and to sign and execute all such additional application and other documents as the case may be provided that all or any such acts, deeds and things do not

in any way infringes on the rights of the Owners and/or against the spirits of these presents. The Owners hereby agreed to put his signature in case of any fresh building plan and all other relating documents for the construction of the said building duly submitted therefore the authority of the Kolkata Municipal Corporation for sanctioning the same without creating any infringement to the right of the Owners.

3. The Owners shall not be liable for any income tax, property tax or any other taxes in respect of the Developer's allocation which is the sole responsibility of the Developer/and he shall always keep the Owners indemnified against all actions, suits proceedings, costs, charges and expenses in respect thereof.

4. Any notice required to be given by the Developer to the Owners shall without prejudice to any other mode of service available be deemed to have service on the Owners if delivered by hand and duly acknowledge or send by prepaid Registered Post with the Acknowledgement Due Card to the last known address of the Owners and vice versa.

5. From the date if acquiring respective allocation in the building, each party herein shall be liable to pay and bear proportion share of taxes payable in respect of each respective spaces.

6. As soon as the building is completed within the time herein above mentioned i.e. 30 months from the date of sanctioning the building plan from the respective authority and/or getting vacant possession from the owners whichever is later the Developer should give written notice to the Owners regarding Owners' allocation in the new building prior to give possession of the respective flats to the respective intending purchaser/s of the Developer's allocation of the building.

7. The building to be constructed by the Developer shall be made of his costs and expenses fully in accordance with the specification as mentioned and described in the **THIRD SCHEDULE** hereunder written.

8. That the Developer shall submit a sketch plan of proposed building counter signed by the architect to the Owners for their approval before the submission of plan for sanction of the Kolkata Municipal Corporation authority and after sanctioning of the same one copy of plan/sketch will be given to the Owners.

9. The Owners shall not be liable and/or responsible for any accidents, mishaps and/or incidents endangering, causing and/or resulting in any sort of injury, loss of life, imp or property of any human being whether or not involved in the construction/project of development of the said property.

ARTICLE - XV ARBITRATION

1. Save and except what have been specifically stated herein above, all disputes and differences between the parties arising out of the meaning of the construction of the agreement or their respective rights and liabilities as per this agreement shall be settled mutually, in full in accordance with the Provisions of the Arbitration and Conciliation Act, 1996 or by the Specific Relief Act.

2. Notwithstanding the foregoing provisions herein above the right to sue for specific performance of this contract or for damages by cancellation of this agreement as per penal clause by any of the parties herein against the other as per terms of the agreement shall remain unaffected.

ARTICLE - XVI JURISDICTION

For adjudication of disputes and differences between the parties hereto in any manner relating to or arising out of these presents or in any

manner connected with the land and/or building, court having jurisdiction over the land will be the actual forum.

ARTICLE - XVII FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligations hereunder written to the extent that the performance of relative obligations being prevented by the existence of "Force Majeure" the obligations of parties shall be suspended during the duration of the Force Majeure which has affected directly on the construction work of the project.

2. Force Majeure shall mean flood, earthquake, tempest and/or other act or commission beyond the control of the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT tenanted tile shed structure measuring about 3600 sq. ft. together with the piece or parcel of land thereunto belonging whereon and on part whereof the same is erected and built containing by actual measurements 6 Cottah 7 Chittacks 8 sq. ft. situate lying at and being Premises No.77, Raja Dinendra Street, Kolkata-700006, P.S. Manicktala in K.M.C. Ward No.15 within the jurisdiction of Kolkata Municipal Corporation and which is butted and bounded as follows : -

ON THE NORTH : By Premises No.79, Raja Dinendra Street.

ON THE SOUTH : By Premises No.248A, A. P. C. Road.

ON THE EAST : By Raja Dinendra Street.

ON THE WEST : By Premises No.248A, A. P. C. Road.

THE SECOND SCHEDULE ABOVE REFERRED TO
(COMMON AREAS)

Corridors, staircase, passageways, common toilets, pump room, roof, water pump and motor and other facilities which shall be mutually agreed upon between the parties hereto and required for the establishment, location, enjoyment, provision, maintenance and/or management of the said building and after selling the Developer's allocation to the intending buyer/s an Association is to be formed with all the flat Owners to look after the maintenance of the building and each one will be liable to pay rates and services charges for the common facilities in respect of the space transferred to them.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE DESCRIPTION OF THE SPECIFICATION OF WORK
WITH MATERIALS)

1. **Structure** : Foundation will be with R.C.C. Column in isolated base foundation suitable for construction of the building and the tie beams are also provided below ground level linked with column each other supported by the approved plan.
2. **Super structure** : This will be R.C.C. Column connected with R.C.C. beams to each other frame structure including 4" thick R.C.C. roof structure. Height from Floor level to roof level minimum 9½' (without flooring).
3. **Brick work** : All external brick work will be 08" (eight inches) thick with A-Class approve quality bricks in 1:6 (C.M.) and all internal brick work will be 3" & 5" thick with same class bricks in 1:4 (C.M.). the balcony railing will be 3'3" (three fit three inches) height.

- 4. Flats** : Flat consists of 2/3 Bedrooms, 1 Drawing & Dinning Room, 1 Kitchen, 1/2 Balcony, 1/2 Toilets/Privy.
- 5. Plaster** : All walls to be cement plastered (1:5) and ceiling plastered (1:4) punning with plaster of paris to the inside walls of the flat and the outside wall will have 3/4" thick average and plaster in ceiling will be 1/2" thick average.
- 6. Wall finishing** : Outer wall of the building will be painted by snow-cem compound or weathers-held. The inside of the building will be finished with 2 mm POP punning.
- 7. Basin** : One basin to be fixed at the place which will be nearer from the dining space, kitchen and toilet.
- 8. Flooring** : All floors of the flats including stairs will be laid with 2x2 V. Fied or floor tiles.
- 9. Bathroom** : Floor and 4" dado with marble or floor tiles.
- 10. Doors** : Main entrance of the flat should be wooden panel door with hard Sal wood frame duly primer coating and with hash bold provision.
- 11. Other doors** : Commercial flush door with primer coating.
- 12. Toilet door** : PVC shutter and frame with all tower bold and other necessary fittings.

- 13. Windows** : All windows shall be with aluminium channel.
- 14. Water source and system** : The building will be totally equipped with source of water duly energizing submersible pump set.
- 15. Toilets** : One W.C. European and another one is Orissa type with provision of tap and entire pipe line will be concealed.
- 16. Kitchen** : In kitchen one steel sink and black slab stone for cooking gas table and only the top wall of the black slab stone label up to 18" height will be covered by glaze tiles and one water connection with tap will be provide.
- 17. Electrical** : All line will be concealed and bedrooms will be provided 4 points with 5 Amp. Plug point and dining room will be provided 5 points with one 5 Amp. and 15 Amp. plug point and main toilet will be provided 1 light point 1 exhaust fan point and 1 geezer point and another toilet will be provided 1 light point and 1 exhaust fan point and kitchen will be provided 1 light point with one 5 Amps. & 15 Amps. Plug point together with 1 exhaust fan point and veranda will be provided with 1 light point including A.C. point in bedroom and box will be either cemented and/or TMT Box and all the cables either Finolex or Havells.
- 18. Water outlet system** : Flat shall be completed with all out let pipes and rain water pipes.

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

SIGNED, SEALED AND DELIVERED

by the **PARTIES** in the presence of:

1. *Gymin Chatterjee*
8to, Fatima Ch. Chatterjee St.
39/1, Shri Narayan Des Ave.
Kolkata-6.

2. *Pradip Kumar Jainwal*
74, Kailash Basu Street
Kolkata-6.

Umesh Jainwal

Hanish Jainwal

Rajendra Jainwal

Rajiv Jainwal
Dayanand Jainwal

Trish Kumar Jainwal

Amar Nath Jainwal

L.T.S of Ram Dehari Shaw (Jainwal)
by the Pen of *Pradip Kumar Jainwal*
Chaitali Chatterjee

SIGNATURE OF THE OWNERS

NEELKANTH NIRMAN (PVT) LTD
Rajesh Kumar Agarwal
DIRECTOR

SIGNATURE OF THE DEVELOPER

Drafted by :

Chaitali Chatterjee

Chaitali Chatterjee

Advocate

City Civil Court, Calcutta.

Enrolment No.WB-706 of 2006.

MEMO OF CONSIDERATION

RECEIVED of and from the within-named **Developer** the within-mentioned sum of **Rs.13,00,000/-** (Rupees Thirteen Lakh only) being the refundable security deposit as per particulars below :-

	<u>Amount</u> <u>(Rs.)</u>
By Cash	13,00,000/-

Total : 13,00,000/-

(Rupees Thirteen Lakh) only.

WITNESSES:

1. Yimit Chakraborty
S/o, Pratik Ch. Chakraborty
B.A., Shri Narayan Das
1201-G.

2. Pardip Kumar Jainwal

Umesh Jaiswal
Hanshi Jainwal

Rajendra Jainwal

Prakash Jaiswal
Dr. Kumar Jaiswal
Dayanand Jaiswal
Amar Nath Jaiswal

L.T.D of Ram Dularishaw
(Jainwal) by the Peng Prady
Kumar Jainwal
Chaitali Chatterjee

SIGNATURE OF THE OWNERS









Government of West Bengal

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



OFFICE OF THE A.R.A. - I KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19010001043883/2016









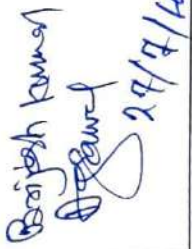
I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt RAM DULARI SHAW 75/H/1,KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Land Lord		 3788	L.T.I of Ram Dulari Shaw. by the Pen of Pradyumn Kumar Jainmal Chaitali Chatterjee 27-7-2016
2	Shri AMAR NATH JAISWAL 75/H/1,KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Land Lord		 3789	Amar Nath Jaiswal. 27/7/16
3	Shri RAJ KUMAR JAISWAL 75/H/1,KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Land Lord		 3803	Raj Kumar Jaiswal. 27/7/2016

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Shri RAJENDRA JAISWAL 75/H/1, KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Land Lord		 3785	Rajendra Jaiswal 24/7/16
5	Shri UMESH JAISWAL 75/H/1, KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Land Lord		 3796	Umesh Jaiswal. 27/7/16
6	Shri DAYANAND JAISWAL 75/H/1, KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Land Lord		 3791	Dayanand Jaiswal 27.7.16

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7	Shri RAJ JAISWAL 75/H/1, KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Land Lord		 3792	 27/07/2016
8	Shri MANISH JAISWAL 75/H/1, KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006	Land Lord		 3793	 27/07/16.
9	Mr BRIJESH KUMAR AGARWAL 211, CANAL STREET, SREEBHUMI, P.O:- SREEBHUMI, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048	Representative of Developer [NEELKANTH NIRMAN PVT LTD]		 3794	 27/7/16

Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	Mrs CHAITALI CHATTERJEE Wife of Mr PRASENJIT SINGHA ROY CITY CIVIL COURT, P.O:- GPO, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001	Smt RAM DULARI SHAW, Shri AMAR NATH JAISWAL, Shri RAJ KUMAR JAISWAL, Shri RAJENDRA JAISWAL, Shri UMESH JAISWAL, Shri DAYANAND JAISWAL, Shri RAJ JAISWAL, Shri MANISH JAISWAL, Mr BRIJESH KUMAR AGARWAL	<i>Chaitali Chatterjee</i> 27-07-16


 (Sujan Kumar Maity)
 ADDITIONAL REGISTRAR
 OF ASSURANCE
 OFFICE OF THE A.R.A. - I
 KOLKATA
 Kolkata, West Bengal

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

GRN: 19-201617-001566418-1

Payment Mode Online Payment

GRN Date: 26/07/2016 17:56:23

Bank : State Bank of India

BRN : CKA0862050

BRN Date: 26/07/2016 18:11:30

DEPOSITOR'S DETAILS

Id No. : 19010001043883/3/2016

[Tender Number]

Name : RAM DULARI SHAW

Contact No. : 9836118227

Mobile No. : +91 9836118227

E-mail :

Address : 75/H/1 KAILASH BOSE STREET, KOLKATA - 700006

Applicant Name : Mrs C CHATERJEE

Office Name :

Office Address :

Status of Depositor : Others

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

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19010001043883/3/2016	Property Registration- Registration Fees	0030-03-104-001-16	14401 ✓
2	19010001043883/3/2016	Property Registration- Stamp duty	0030-02-103-003-02	70071 ✓

Total

84472

In Words : Rupees Eighty Four Thousand Four Hundred Seventy Two only

SPECIMEN FORM FOR TEN FINGER PRINTS



L.T.S of Ram Dulari
Shaw (Jainwal) by the
Pen of ~~Ram Dulari~~ Chaitali
Jainwal Chatterjee



Amar Nath Jainwal



R. M. Kumar Jainwal

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE
LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE

SPECIMEN FORM FOR TEN FINGER PRINTS



Rajendra Jainsoy

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



Umesh Jainsoy

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



Dayanand Jainsoy

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE

SPECIMEN FORM FOR TEN FINGER PRINTS



Pravin

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



Manish Mishra

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE



Sanjesh Kumar Agarwal

LEFT HAND					
	LITTLE	RING	MIDDLE	FORE	THUMB
RIGHT HAND					
	THUMB	FORE	MIDDLE	RING	LITTLE

Seller, Buyer and Property Details**Land Lord & Developer Details****Presentant Details**

SL No.	Name and Address of Presentant
1	Shri RAJENDRA JAISWAL Son of Late MADAN LAL SHAW 75/H/1, KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
1	Smt RAM DULARI SHAW Wife of RAM DHANI SHAW 75/H/1, KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India,; Status : Individual; Date of Execution : 27/07/2016; Date of Admission : 27/07/2016; Place of Admission of Execution : Pvt. Residence
2	Shri AMAR NATH JAISWAL Son of Late RAM PRASAD SHAW 75/H/1, KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Individual; Date of Execution : 27/07/2016; Date of Admission : 27/07/2016; Place of Admission of Execution : Pvt. Residence
3	Shri RAJ KUMAR JAISWAL Son of Late MADAN LAL SHAW 75/H/1, KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Individual; Date of Execution : 27/07/2016; Date of Admission : 27/07/2016; Place of Admission of Execution : Pvt. Residence
4	Shri RAJENDRA JAISWAL Son of Late MADAN LAL SHAW 75/H/1, KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Individual; Date of Execution : 27/07/2016; Date of Admission : 27/07/2016; Place of Admission of Execution : Pvt. Residence

Land Lord Details

Sl No.	Name, Address, Photo, Finger print and Signature
5	<p>Shri UMESH JAISWAL Son of Late SHYAMLAL SHAW 75/H/1,KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Individual; Date of Execution : 27/07/2016; Date of Admission : 27/07/2016; Place of Admission of Execution : Pvt. Residence</p>
6	<p>Shri DAYANAND JAISWAL Son of Late SHYAMLAL SHAW 75/H/1,KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Burtola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Individual; Date of Execution : 27/07/2016; Date of Admission : 27/07/2016; Place of Admission of Execution : Pvt. Residence</p>
7	<p>Shri RAJ JAISWAL Daughter of Late SHYAMLAL SHAW 75/H/1,KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India,; Status : Individual; Date of Execution : 27/07/2016; Date of Admission : 27/07/2016; Place of Admission of Execution : Pvt. Residence</p>
8	<p>Shri MANISH JAISWAL Son of Late RAJESH SHAW 75/H/1,KAILASH BOSE STREET, P.O:- BEADON STREET, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,; Status : Individual; Date of Execution : 27/07/2016; Date of Admission : 27/07/2016; Place of Admission of Execution : Pvt. Residence</p>

Developer Details

SL No.	Name, Address, Photo, Finger print and Signature
1	NEELKANTH NIRMAN PVT LTD 17H/8,BALAI SINGHI LANE, P.O:- AMHERST STREET, P.S:- Amharst Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009 PAN No. AACCN0826A,; Status : Organization; Represented by representative as given below:-
1(1)	Mr BRIJESH KUMAR AGARWAL 211,CANAL STREET,SREEBHUMI, P.O:- SREEBHUMI, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACYPA6430G,; Status : Representative; Date of Execution : 27/07/2016; Date of Admission : 27/07/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mrs CHAITALI CHATTERJEE Wife of Mr PRASENJIT SINGHA ROY CITY CIVIL COURT, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Smt RAM DULARI SHAW, Shri AMAR NATH JAISWAL, Shri RAJ KUMAR JAISWAL, Shri RAJENDRA JAISWAL, Shri UMESH JAISWAL, Shri DAYANAND JAISWAL, Shri RAJ JAISWAL, Shri MANISH JAISWAL, Mr BRIJESH KUMAR AGARWAL	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Maniktala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja Dinendra Street, Road Zone : (Vivekananda Rd -- RG Kar Road) , , Premises No. 77	(Vivekananda Rd -- RG Kar Road)	6 Katha 7 Chatak 8 Sq Ft	0/-	3,37,54,285/-	Proposed Use: Bastu, Property is on Road

Structure Details

Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	3600 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	3600 Sq Ft.	0/-	10,80,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Smt RAM DULARI SHAW	NEELKANTH NIRMAN PVT LTD	1.33003	12.5
	Shri AMAR NATH JAISWAL	NEELKANTH NIRMAN PVT LTD	1.33003	12.5
	Shri RAJ KUMAR JAISWAL	NEELKANTH NIRMAN PVT LTD	1.33003	12.5
	Shri RAJENDRA JAISWAL	NEELKANTH NIRMAN PVT LTD	1.33003	12.5
	Shri UMESH JAISWAL	NEELKANTH NIRMAN PVT LTD	1.33003	12.5
	Shri DAYANAND JAISWAL	NEELKANTH NIRMAN PVT LTD	1.33003	12.5
	Shri RAJ JAISWAL	NEELKANTH NIRMAN PVT LTD	1.33003	12.5
	Shri MANISH JAISWAL	NEELKANTH NIRMAN PVT LTD	1.33003	12.5

Transfer of Property from Land Lord to Developer

Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Shri AMAR NATH JAISWAL	NEELKANTH NIRMAN PVT LTD	450 Sq Ft	12.5
	Shri DAYANAND JAISWAL	NEELKANTH NIRMAN PVT LTD	450 Sq Ft	12.5
	Shri MANISH JAISWAL	NEELKANTH NIRMAN PVT LTD	450 Sq Ft	12.5
	Shri RAJ JAISWAL	NEELKANTH NIRMAN PVT LTD	450 Sq Ft	12.5
	Shri RAJ KUMAR JAISWAL	NEELKANTH NIRMAN PVT LTD	450 Sq Ft	12.5
	Shri RAJENDRA JAISWAL	NEELKANTH NIRMAN PVT LTD	450 Sq Ft	12.5
	Shri UMESH JAISWAL	NEELKANTH NIRMAN PVT LTD	450 Sq Ft	12.5
	Smt RAM DULARI SHAW	NEELKANTH NIRMAN PVT LTD	450 Sq Ft	12.5

D. Applicant Details

Details of the applicant who has submitted the requisition form

Applicant's Name	C CHATERJEE
Address	CITY CIVIL COURT, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

Office of the A.R.A. - I KOLKATA, District: Kolkata

Endorsement For Deed Number : I - 190105660 / 2016

Query No/Year 19010001043883/2016 Serial no/Year 1901005385 / 2016
Deed No/Year I - 190105660 / 2016
Transaction [0110] Sale, Development Agreement or Construction agreement
Name of Presentant Shri RAJENDRA JAISWAL Presented At Private Residence
Date of Execution 27-07-2016 Date of Presentation 27-07-2016
Remarks

On 25/07/2016

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 3,48,34,285/-



(Sujan Kumar Maity)

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

On 27/07/2016

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

Presented for registration at 19:21 hrs on : 27/07/2016, at the Private residence by Shri RAJENDRA JAISWAL , one of the Executants.

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

Execution is admitted on 27/07/2016 by

Smt RAM DULARI SHAW, Wife of RAM DHANI SHAW, 75/H/1,KAILASH BOSE STREET, P.O: BEADON STREET, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By Profession House wife

Indetified by Mrs CHAITALI CHATTERJEE, Wife of Mr PRASENJIT SINGHA ROY, CITY CIVIL COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 27/07/2016 by

Shri AMAR NATH JAISWAL, Son of Late RAM PRASAD SHAW, 75/H/1,KAILASH BOSE STREET, P.O: BEADON STREET, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By Profession Business

Indetified by Mrs CHAITALI CHATTERJEE, Wife of Mr PRASENJIT SINGHA ROY, CITY CIVIL COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 27/07/2016 by

Shri RAJ KUMAR JAISWAL, Son of Late MADAN LAL SHAW, 75/H/1, KAILASH BOSE STREET, P.O: BEADON STREET, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By Profession Business
Indetified by Mrs CHAITALI CHATTERJEE, Wife of Mr PRASENJIT SINGHA ROY, CITY CIVIL COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 27/07/2016 by

Shri RAJENDRA JAISWAL, Son of Late MADAN LAL SHAW, 75/H/1, KAILASH BOSE STREET, P.O: BEADON STREET, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By Profession Business
Indetified by Mrs CHAITALI CHATTERJEE, Wife of Mr PRASENJIT SINGHA ROY, CITY CIVIL COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 27/07/2016 by

Shri UMESH JAISWAL, Son of Late SHYAMLAL SHAW, 75/H/1, KAILASH BOSE STREET, P.O: BEADON STREET, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By Profession Business
Indetified by Mrs CHAITALI CHATTERJEE, Wife of Mr PRASENJIT SINGHA ROY, CITY CIVIL COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 27/07/2016 by

Shri DAYANAND JAISWAL, Son of Late SHYAMLAL SHAW, 75/H/1, KAILASH BOSE STREET, P.O: BEADON STREET, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By Profession Business
Indetified by Mrs CHAITALI CHATTERJEE, Wife of Mr PRASENJIT SINGHA ROY, CITY CIVIL COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 27/07/2016 by

Shri RAJ JAISWAL, Daughter of Late SHYAMLAL SHAW, 75/H/1, KAILASH BOSE STREET, P.O: BEADON STREET, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By Profession Business
Indetified by Mrs CHAITALI CHATTERJEE, Wife of Mr PRASENJIT SINGHA ROY, CITY CIVIL COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste

Hindu, By Profession Advocate

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

Execution is admitted on 27/07/2016 by

Shri MANISH JAISWAL, Son of Late RAJESH SHAW, 75/H/1, KAILASH BOSE STREET, P.O: BEADON STREET, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, By caste Hindu, By Profession Service
Indetified by Mrs CHAITALI CHATTERJEE, Wife of Mr PRASENJIT SINGHA ROY, CITY CIVIL COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 27/07/2016 by

Mr BRIJESH KUMAR AGARWAL DIRECTOR, NEELKANTH NIRMAN PVT LTD, 17H/8, BALAI SINGHI LANE, P.O:- AMHERST STREET, P.S:- Amharst Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009
Mr BRIJESH KUMAR AGARWAL, Son of Late BAIJNATH AGARWAL, 211, CANAL STREET, SREEBHUMI, P.O: SREEBHUMI, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700048, By caste Hindu, By profession Business
Indetified by Mrs CHAITALI CHATTERJEE, Wife of Mr PRASENJIT SINGHA ROY, CITY CIVIL COURT, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate



(Sujan Kumar Maity)

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

On 28/07/2016

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14,401/- (B = Rs 14,289/- , E = Rs 28/- , I = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14,401/-

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

1. Rs. 14,401/- is paid, by online on 26/07/2016 6:11PM with Govt. Ref. No. 192016170015664181 on 26-07-2016, Bank: State Bank of India (SBIN0000001), Ref. No. CKA0862050 on 26/07/2016, Head of Account 0030-03-104-001-16

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.

payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,071/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,071/-

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

1. Rs. 70,071/- is paid, by online on 26/07/2016 6:11PM with Govt. Ref. No. 192016170015664181 on 26-07-2016, Bank: State Bank of India (SBIN0000001), Ref. No. CKA0862050 on 26/07/2016, Head of Account 0030-02-103-003-02

Payment of Stamp Duty

Description of Stamp

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 60701, Purchased on 27/07/2016, Vendor named Suranjan Mukherjee.



(Sujan Kumar Maity)

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

ertificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2016, Page from 190551 to 190596
being No 190105660 for the year 2016.



Digitally signed by SUJAN KUMAR
MAITY
Date: 2016.08.02 10:00:17 +05:30
Reason: Digital Signing of Deed.

(Sujan Kumar Maity) 02-08-2016 10:00:16
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.

(This document is digitally signed.)