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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AG 739442

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 20th day of March, 2023 (Two Thousand Twenty Three).

BETWEEN

AR
 20/3/23

certified that the agreement is duly registered. The Registrar of Companies and the Registrar of Companies have also filed this agreement with the Registrar of Companies.

Registrar of Companies
 Registrar of Companies

27 MAR 2023

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স্থান
কেন্দ্র

H. Sardar
Advocate
Baruipur Civil Court

ভেদ্যার :- শ্রী প্রণব দে
বারুইপুর সাব-রেজিষ্টারী অফিস
জেলা- দক্ষিণ ২৪ পরগণা

Rupin Kumar Saha



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20/03/2023

Rupin Kumar Saha



Sub-Registrar
Sonarpur
South 24 Parganas

20 MAR 2023



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Identified by me
Kallol Naskar
S/o- Pradip Kr Naskar
1159 Bose Bose Rd
Kol-103

SRI RAJIV KUMAR GUPTA (PAN - ADWPG0176E), son of Sri Hiralal Gupta, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 10/2A, Alipore Park Place, Police Station and Post Office - Alipore, Kolkata - 700027, hereinafter called and referred to as the **"OWNER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

WRIDDHI TRADERS, (PAN - AACFW1304M), a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South-24 Parganas, represented by its Partner and authorized signatory **SRI BIKASH AGARWAL, (PAN - AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by religion - Hindu, by occupation - Business, by Nationality - Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700084, District - South-24 Parganas, by virtue of a General Power of Attorney registered on 14.12.2018 in the office of A.D.S.R. - Garia, and same was recorded in Book No. IV, Volume No. 1629-2018, Pages from 14750 to 14765, Being No. 162900920 for the year 2018, hereinafter called the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART.**

The Owner and Developer are individually referred to as **"Party"** and collectively as **"Parties"**.

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

1. **Subject Matter of Agreement:** Agreement between the Owner and the Developer with regard to development of **17 decimal** more or less comprised in R.S. Dag no. 2301, L.R. Dag no. 2294, R.S. Khatian no. 87, L.R. Khatian no. 2023, situated and lying at Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Touzi no. 109, within the limits of Rajpur-Sonarpur Municipality,



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Ward No. 26, being Municipal Holding No. 247, N.S. Road, Post Office – Narendrapur, Police Station – Sonarpur, Kolkata – 700103, District – South-24 Parganas, morefully described in the **First Schedule** hereunder written and hereinafter referred to as the “**said Property**”.

2. Representations, Warranties and Background

2.1 **Owner’s Representations:** The Owner has represented and warranted to the Developer as follows:

2.1.1 **Ownership of said Property:** The Owner is the sole and absolute owner of the schedule mentioned Property which is free from all encumbrances and the details of the Deeds of Conveyance whereby the Owner purchased the said Property are mentioned in the **Second Schedule** written hereunder.

2.1.2 **Possession:** The said Property is in the possession of the Owner and is enclosed within boundary walls.

2.1.3 **Mutation:** The said Property has been mutated in the name of the Owner in the Rajpur-Sonarpur Municipality as also in the records under the West Bengal Land Reforms Act, 1955 as shown in the mentioned First Schedule.

2.1.4 **Taxes:** All municipal rates, taxes, outgoings, land revenue etc. relating to the said Property including to Rajpur-Sonarpur Municipality and the B.L. & L.R.O have been and/or shall be paid by the Owner for the period up to the date of execution of this Agreement.

2.1.5 **Custody of Title Deeds:** The original documents of title mentioned in the **Second Schedule** hereunder written in respect of the said Property (hereinafter referred to as the “**Original Title Documents**”) are in exclusive possession and custody of the Owner and no other person or entity has any right or entitlement in respect of the same.

2.1.6 **No Guarantee:** No guarantee and/or corporate guarantee that may affect the said Property in any manner at any time whatsoever has been given by the Owner.

2.1.7 **No Legal Proceedings:** No suits and/or other legal proceeding have been filed and/or are pending regarding the said Property or any



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portion thereof and there are no orders of any Court or any other authority affecting the said Property or any portion thereof and/or the right title and interest of the Owner herein.

- 2.1.8 **No Previous Agreement:** The Owner has not in any way dealt with the said Property or any part thereof whereby the right, title and interest of the Owner as to the ownership, use, enjoyment, development and/or sale of the said Property or any part thereof is or may be affected in any manner whatsoever and has not entered into any agreement, arrangement or understanding whatsoever with any person or entity for sale, transfer, lease, development or otherwise dealing with or disposing off the said Property or any part thereof and has not created any third party rights whatsoever.
- 2.1.9 **No Restriction:** There is neither any restriction on sale, transfer or development of the said Property nor any subsisting order, proceeding, notification, declaration or notice affecting the said Property and no part of the same has been vested, acquired, requisitioned, attached and/or affected under any law and/or by anybody or authority.
- 2.1.10 **Authority:** The Owner has full right, power and authority to enter into this Agreement and there is no legal bar or impediment regarding the same.
- 2.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 2.2.1. **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field as also the financial capacity and resources to successfully undertake to complete and finish the development of the said Property within the agreed time.
- 2.2.2. **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.
- 2.2.3. **Authority:** The Developer has full right, power and authority to enter into this Agreement and appropriate Resolutions/Authorizations to



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that effect exist and that there is no legal bar or impediment regarding the same.

- 2.2.4. **Due Diligence:** Based on the documents produced by the Owner as herein recited, the Developer is prima facie satisfied regarding the right, title and interest of the Owner in respect of the said Property.
- 2.2.5. **Background:** The Developer has expressed its interest to take up the development of the said Property by construction of the New Buildings ("**Project**"). Pursuant to the above, the parties agreed to the final terms and conditions for the Project, which are being recorded in this Agreement.
- 2.2.6. The Developer have themselves through their representatives have measured the total land owned and within the boundary/possession of the Owner measuring more or less **17 decimal** equivalent to **10 Cottah 4 Chittak 28 sq. ft.** and are fully satisfied about the possession of the land.
- 2.2.7. The Developer herein have shown the total land purchased by the Owner and land mutated in the name of the respective owner and the land in possession of the owner which has been mentioned in the First Schedule hereunder written.
- 2.2.8. The Owner has agreed to develop a total land area measuring **17 decimal** equivalent to **10 Cottah 4 Chittak 28 sq. ft.** be the same a little more or less, which has been mentioned in the First Schedule hereunder written.
- 2.2.9. The Developer have further agrees that if any excess land area is later proved to be in the possession of the land owner and the same if delivered to the Developer before the sanction of the Building Plan the Developer might accept the same from the land owners for construction of the same.
- 2.2.10. The Developer herein state and confirm that they are fully satisfied and shall not dispute about the following:-
- a. Possession of the said property as mentioned in the First Schedule hereunder written.
 - b. Mutation of the said property in the name of the owner.
 - c. Updated taxes in the name of the owner of the said property.
 - d. Measurement of land of the said property.
 - e. Area of land owned by the owner in the said property.

- 2.2.11 Erect, install and/or operationalize the Common Areas and Installations within the phase and across the phase and gradually;
- 2.2.12 Allow or permit only provisional and/or partial use of any of the Common Areas and installations until completion of construction of the building Complex or until earlier time as the Developer may deem fit and proper;
- 2.2.13 Erect and/or operationalize the club area containing sporting/entertainment/recreation/health centre, if any and to the extent planned, during any one or more phases including last phase;
- 2.2.14 Change the location, dimension, capacity or any other physical or in-built specifications of any Common Areas and Installations in phases and from time to time to erect, install or shift any portion into any new phase or other portions of the Subject property;
- 2.2.15 Erect temporary or permanent boundary between the different phases and to continue/remove the same at the time or upon the completion of the later phase;
- 2.2.16 Impose restrictions and conditions for the use of the Common Areas and Installations including the Club;
- 2.2.17 Charge, demand, receive or realize any Extras or Deposits in connection with any Common Areas and Installations;
- 2.2.18 Provide for segregation of Common Areas and Installations different spaces/ Transferees.

3. **Basic Understanding:**

- 3.1 **Agreement:** The Owner made available the said Property for the purpose of development, with a marketable title, free from all encumbrances and liabilities whatsoever. The Developer shall at its own costs develop the said Property and shall construct new residential and commercial buildings with specified areas, amenities and facilities to be enjoyed in common ("**New Buildings**") as per mutually agreed specifications mentioned in the **Third Schedule** hereunder written and in accordance with the plans ("**Plans**") to be



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sanctioned by the Rajpur Sonarpur Municipality ("**Municipality**") and the saleable constructed spaces/apartments/flats and other rights in the new buildings ("**Units**") shall be transferable in favour of intending buyers ("**Transferees**"). The term 'Transferees' shall also include the Owners and the Developer in respect of any Unit(s) that may be retained by them respectively.

- 3.2 **Developer to have exclusive development right:** For the purposes of development, construction and commercial exploitation, the Owner is hereby granting to the Developer the exclusive right and authority to develop the said Property and construct the New Buildings and to take all steps in terms of this Agreement.
- 3.3 **Real Estate Laws** shall mean the Real Estate (Regulation and Development) Act, 2016 as amended from time to time and include the applicable rules, regulations, and byelaws in respect thereof.

4. Appointment and Commencement

- 4.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 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 exclusive right to execute the Project in accordance with this Agreement. The Developer hereby accepts the said appointment by the Owner.
- 4.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.
- 4.3 **License:** Simultaneously with the execution of this Agreement, the Owner has granted exclusive license to the Developer to develop the said Property and to enter into the said Property in its entirety for the purpose of development in terms of this Agreement and to take all steps for carrying out survey, soil testing and all other development



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and construction related works at the said Property and further to take all steps for development and sale in terms of this Agreement for the implementation of the Project. It is expressly made clear that neither any transfer in terms of Section 2(47) of the Income Tax Act, 1961 nor any transfer of possession under Section 53A of the Transfer of Property Act, 1882 is intended or can be construed by anything contained herein.

5. Sanction, Approvals and Construction

5.1 Sanction & Approvals: The Developer shall at its own costs and responsibility get the building plans for the Project ("**Plans**") prepared by the Architects and obtain written approval of the Owner thereon. After such approval by the Owner, the Developer shall get the Plans sanctioned by the Municipality in the manner that the maximum permissible area is sanctioned as soon as possible from the date of execution of this Development Agreement, the Developer shall obtain the sanction of the Plans from the Municipality, subject to the fact that if any additional papers are required that should be provided by the land owner to the developer as per requisition. The Developer may make modifications, changes and/or revisions in the Plans as it may deem necessary and obtain revised and/or fresh building plans from the Municipality at its own costs from time to time and the Owner shall be informed in advance about such modifications, changes and/or revisions. The Developer shall obtain the sanction of the Plans as also other approvals, permissions, clearances, consents, no objections, registrations, licences etc. (collectively "**Approvals**") required for the Project. The Owner agrees and undertakes to sign and execute all necessary applications, maps, plans, forms, affidavits, undertakings, indemnities documents, papers etc. as may be required from time to time regarding the Approvals. All costs, charges, expenses, outgoings and fees for the Approvals (including development fee, sanction fee etc) and any modifications thereto shall be borne and paid by the Developer. However, in case of any Approvals being necessary because of modifications/changes being made in any Unit at the request of the Transferees of such Unit, then



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the costs, charges, expenses, outgoings and fees for the same shall be borne and paid by the concerned Transferees.

- 5.2 **Architects and Consultants:** The Architects and the other consultants for the Project shall be appointed and changed by the Developer in consultation with the Owner. All fees, costs, charges and expenses payable to them shall be paid by the Developer.
- 5.3 **Construction of New Buildings:** The Developer shall commence construction of the New Buildings within 3 (three) months from the date of sanction of the building plan. The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the sanctioned Plans and as per the specifications mentioned in the **Third Schedule** written hereunder or such other specifications as may be mutually agreed between the Owners and the Developer ("**Specifications**").
- 5.4 **Completion Time:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the Plans and the mutually agreed Specifications within a period of 42 (forty two) months from the date of sanction of the Plans by the Municipality ("**Completion Time**"). For any delay thereafter not attributable to Force Majeure, the Developer shall be entitled to a further grace period of 6 (six) months from the date of expiry of the Completion Time ("**Grace Period**").
- 5.5 **Common Portions:** The Developer shall at its own costs, construct and/or install and/or make available in the New Buildings, the common areas, amenities and facilities (collectively "**Common Portions**").
- 5.6 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings.



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- 5.7 **Utility Connections:** The Developer shall be entitled to use any existing electricity, water and any other utility connection at the said Property and shall be liable to pay the costs, charges and expenses for the same. The Developer shall be authorized in the name of the Owner to apply for and obtain temporary/permanent connections of water, electricity, drainage, sewerage and other utility connections.
- 5.8 **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the development of the said Property and/or may affect the mutual interest of the Parties. Both parties shall provide all cooperation that may be necessary for successful completion of the Project.
- 5.9 **Supplementary Agreement:** Both the Parties hereby undertake that they shall sign Supplementary Agreement in pursuance with this Agreement, in future, if necessary.
6. **Deposit of Original Title Documents:** The Original Title Documents of the said Property shall continue to remain in the physical possession and custody of the Owner who shall be responsible for keeping the same safe and unobliterated. Neither the Original Title Documents shall be handed over to or deposited with any other person or entity nor any mortgage, charge, lien, encumbrances, security, right, entitlement, obligation etc. shall be created in respect of the same by the Owner in any manner whatsoever. However, as and when the Original Title Documents are required by the Developer for any purpose relating to the Project including producing the same before the statutory authorities and bodies and/or intending purchasers, and/or for obtaining Project Finance in terms of Clause 10.1, the Owner shall on the prior written request by the Developer, either hand over the Original Title Documents to the Developer or arrange for inspection of the same and/or provide photocopies of the same, as the case may be. Upon completion of the Project, and registration of the Association of the flat owners under the West Bengal Apartment Ownership



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Act, 1972, that may be formed for the purpose of the common maintenance of the New Buildings the Original Title Documents shall be handed over to the said Association.

- 7. Power of Attorney:** Simultaneously with the execution of this Agreement, the Owner shall grant to the Developer and/or its authorized representatives, a Power of Attorney for the purpose of, inter alia, getting the Plans sanctioned, obtaining all necessary approvals for the construction of the Project and for booking, entering into agreements for sale and/or selling of the saleable spaces comprised in the Developer's Allocation in the New Buildings. The Said Power of Attorney shall instantly be effective from its execution for obtaining of all approvals required for commencement of construction in the said New Building. Notwithstanding grant of the aforesaid Power of Attorney, the Owner hereby undertakes that he shall execute all necessary papers, documents, plans, etc. for enabling the Developer to perform its obligations and exercise all its rights and entitlements under this Agreement.

8. Allocations:

8.1 Owners' Allocation:

(a) **Owners' Allocation:** The Developer shall, at its own costs and expenses, construct, finish, complete and make available to the Owners in terms of this Agreement, (1) 40% (Forty percent) of the saleable area of the New Buildings, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Portions at the said Property and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the said Property.

(b) **Owner's Deposit:** The Developer shall pay to the Owner an interest free refundable deposit of Rs. 10,000/- (Rupees Ten Thousand) only. The Owner hereby admits and acknowledges receipt of a sum of Rs. 10,000/- (Rupees Ten Thousand) only from the Developer as payment of the Owner's refundable Deposit as per particulars mentioned in the Memo hereunder written.



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8.2 **Developer's Allocation:** The Developer shall be entitled to 60% (Sixty percent) of the saleable area of the New Buildings, (2) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the Common Portions at the said Property and (3) an undivided, indivisible, impartible, proportionate, variable share and/or interest in the land comprised in the said Property (collectively "**Developer's Allocation**").

9. Dealing with Respective Allocations:

- 9.1 **Agreement for Demarcation of Respective Allocation:** Within 2 (Two) months of the sanction of the Plans the Parties shall enter into an agreement for allocating, earmarking and demarcating the respective allocations of the Owner and the Developer based on such Plans in an equitable manner. If subsequently there are any further modifications/changes/ variations in the Plans, then the Parties shall further execute another supplementary agreement to vary, amend and/or modify their respective allocations, if necessary. The Owner's Allocation and the Developer's Allocation shall be transferable in favour of the Transferees.
- 9.2 **Sale by Owner:** The Owner shall be absolutely and exclusively entitled to the Owner's Allocation under this Agreement and shall have exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and payments in respect of the same without any right, claim or interest therein whatsoever of the Developer. The Developer shall join the Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Owner's Allocation and shall execute and if necessary, register the same. It is clarified that the amounts receivable by the Developer under Clause 16.1 shall be utilized by the Developer for the respective purposes which they are meant for provided however the Developer shall be required to account for the same and in case of any deficit the Owners shall not have any obligation and only the Developer shall contribute the same.
- 9.3 **Sale by Developer:** The Developer shall be absolutely and exclusively entitled to the Developer's Allocation with exclusive right to sell, transfer, deal with and dispose of the same in any manner whatsoever and receive all considerations, amounts and payments in respect of the same without any right, title, claim or interest therein whatsoever of the Owners. The



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Owners shall join the Agreements for Sale, Deeds of Conveyances and other deeds and documents in favour of the Transferees of the Developer's Allocation and shall execute and if necessary, register the same. For such purpose the Owners shall grant a Power of Attorney in favour of the Developer and/or its nominees authorizing them to execute and register the same in the name of and on behalf of the Owners. Notwithstanding the above, possession for occupation of any Units comprised in the Developer's Allocation shall be made over to any Transferees and Deed of Conveyance / Transfer in respect of any of them shall be executed and/or registered in favour of any such Transferees after notice of completion is given by the Developer in terms of Clause 12.1.

- 9.4 **Transfer in favour of Transferees:** The Units in the New Buildings shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale and ultimately transferring title by registered Deeds of Conveyance. The Owners and the Developer shall be parties in all such Agreements and Deeds of Conveyance. The costs of such Agreements and Deeds of Conveyance (both in respect of the Owner's Allocation and the Developer's Allocation) including stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

10. Financials:

10.1 Project Finance:

10.1.1 Without in any way affecting the right of the Owner in respect of the Owner's Allocation nor creating any monetary liability on the Owner, the Developer shall be entitled to obtain bank finance and/or loan facilities from any bank and/or financial institutions/entities in its own name for the purpose of the Project and for the aforesaid purpose the Developer shall be entitled to create a charge and/or mortgage over and in respect of the right, title and interest of the Developer under this Agreement and/or in respect of the said Property to the extent of the Developer's Allocation by creating an equitable charge and/or mortgage however without depositing the Original Title Deeds and the Owners shall not be a party of the said loan.



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10.1.2 It is hereby expressly agreed and declared that the Developer alone shall be liable for repayment of the loan amount and interest accrued thereon as also any penalty or other charge that may be payable in respect of the loan and in no event the Owner shall be liable and/or responsible for the same and the Developer shall keep the Owner and his respective successors saved, harmless and fully indemnified regarding the same as also of, from and against all costs, charges, claims, actions, suits and proceedings, if any in respect of the same.

10.1.3 The Developer undertakes that the finance so obtained by creating charge/mortgage in respect of the right, title and interest of the Developer under this Agreement and/or in respect of the said Property to the extent of the Developer's Allocation, will be utilized for the development of this Project only.

10.2 **Housing Loans:** The Transferees of saleable spaces in the New Buildings shall be entitled to obtain housing loans from Banks/Financial Institutions subject to the terms and conditions of the Agreement for Sale to be executed in their favour. The Owner and the Developer shall sign the necessary documents for the same.

10.3 **Goods and Service Tax (CGST & SGST):** The Goods and Service Tax (if and when applicable) payable as per the rates applicable from time to time shall be payable by the Owner in respect of the Owner's Allocation and shall be payable by the Developer in respect of the Developer's Allocation. The Owner and the Developer shall keep each other fully indemnified regarding the above.

10.4 **Marketing:** The Project shall be marketed by the Developer who shall decide the marketing strategy, budget, selection of publicity material, media etc. The name and logo of the Developer shall appear in all marketing materials and advertisements. The entire costs for advertisements in the print media and electronic media, hoardings and marketing costs and expenses shall be borne proportionately by the parties herein.

11. **Municipal Taxes and Outgoings:** All Municipal rents, taxes and outgoings (collectively **Rents**) in respect of the said Property relating to the period (i) upto the date of this Agreement shall be borne, paid and discharged by the Owner (ii) from the date of this Agreement till the date of handing over possession to the Transferees/Owner shall be borne, paid and discharged



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by the Developer and (iii) from the date of handing over possession to the respective Transferees/Owner the rents and taxes shall be borne, paid and discharged by the respective Transferees/Owner.

12. Completion & Maintenance:

- 12.1 **Notice of Completion:** Upon the construction of the New Buildings being completed as per the certificate from the Architects and as per the Specifications mentioned in the **Third Schedule** hereunder written or such other specifications as may be mutually agreed between the Owners and the Developer, the Developer shall give a written notice to the Owner and the date of such notice shall be deemed to be the Completion Date.
- 12.2 **Completion Date and Rents:** On and from the Completion Date, the Parties shall become liable and responsible for the Rents and taxes in respect of their respective Allocations and the same shall be paid by them respectively and/or by their respective Transferees.
- 12.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other.
- 12.4 **Cost of Stand-by Generator and Transformer:** The Cost of installation of Stand-by Generator and Transformer charges per flat is Rs. 1,25,000/- (One Lakh Twenty five Thousand) excluding GST which is to be paid by the Owner in respect of their Allocation to the Developer.
- 12.5 **Maintenance:** The parties shall frame a scheme for the management and maintenance of the New Buildings. Initially the maintenance of the New Buildings including the Common Portions shall be looked after by the Developer who shall be entitled to collect the costs and service charges for the same ("**Maintenance Charges**"). Immediately upon obtaining the Full Completion/Occupancy Certificate from the Municipality for the entire Project or upon completion of the execution and registration of the Deeds of Conveyance in respect of all Units in the New Building which are allotted or agreed to be sold, whichever is later, the Developer shall hand over the maintenance to a body constituted/formed at the instance of the Developer



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and the Transferees, shall be represented on such body. It is however clarified that the Developer may at its discretion relax the above condition for any reason it deems fit including in case of retention of any Unit by the Owner from his Allocation and the Owner shall be informed in advance about such changes.

13. Principal Obligations of Developer:

- 13.1 **Completion of construction within Completion Time:** The Developer shall complete the construction of the New Buildings to the extent necessary for giving notice under Clause 12.1 above within the Completion Time subject to Force Majeure.
- 13.2 **Obligations subsequent to Completion:** The drainage/sewerage connection required to be obtained after the Full Completion/Occupancy Certificate shall be obtained by the Developer at its own costs subsequently.
- 13.3 **Full Completion/Occupancy Certificate from the Municipality:** The Developer shall take steps and apply to the Municipality at its own costs for the Full Completion/Occupancy Certificate within 3 months of the Completion Date and take expeditious steps for obtaining the same subject to Force Majeure. The Developer shall thereafter obtain drainage/sewerage connection required to be obtained after obtaining the Full Completion/Occupancy Certificate from the concerned Municipality.
- 13.4 **Compliance with Laws:** The Developer shall execute the Project and make construction of the New Buildings 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 responsibility of the Developer to ensure proper compliance.
- 13.5 **Involvement of other consultants, etc.:** The Developer shall be responsible for development and construction of the New Buildings with the help of the Architects as also all other consultants, professional bodies, contractors, etc. The Owners shall be consulted and kept informed.
- 13.6 **Specifications:** The Developer shall use building materials as per the specifications mentioned in the **Third Schedule** hereto.



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- 13.7 **Adherence by Developer:** The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without causing any delay or default and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.
- 13.8 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Buildings at its own cost, risk and responsibility including for planning, designing and sanction of building plans and shall be responsible for obtaining the same at its own costs and complying with Labour Insurance Policy and Contractor's All Risk Policy for the purposes of the Project before commencement of construction. The Developer shall be responsible and liable to Government, Municipality and other authorities concerned and to the occupants/Transferees/third parties for any loss or claim arising from such construction and hereby indemnifies and agrees to keep indemnified the Owner against any claims, losses or damages for any default or failure or breach on the part of the Developer. It is made clear that during the period of construction, the Owner shall not be responsible and/or liable for any accident taking place due to negligence of the Contractors engaged by Developer on theirself declarations or otherwise.
- 13.9 **Tax Liabilities:** All liabilities for taxes, levies, duties, etc. in relation to the development and construction of the New Buildings/Project, including sales tax, value added tax, service tax, works contract tax, goods and services tax etc. shall be paid by the Developer. As regards the tax payable by the Owner on the income arising out of transfer of the Units in the New Buildings, the same shall be payable by the Owner in respect of the Owner's Allocation and shall be payable by the Developer in respect of the Developer's Allocation.
- 13.10 **Approvals for Construction:** It shall be the responsibility of the Developer to obtain at its own costs all Approvals required for the Project from various Government authorities. The Owner shall fully co-operate with the Developer in this regard and shall sign all documents and papers that may be required for the same.



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- 13.11 **Assignment:** The Developer hereby agrees and covenants that it shall not transfer and/or assign this Agreement or any rights or benefits hereunder to any third party without the written consent of the Owner.
- 13.12 **Stamp Duty and Registration Fee:** The Developer shall pay and bear the entire amount of Stamp Duty and the Registration Fee payable in respect of this Development Agreement and the Power of Attorney granted pursuant hereto.
- 13.13 The Developer agrees not to do any act deed or thing whereby any right or obligation of the Owner in this Agreement may be affected or the owner is prevented from making or proceeding with the compliance of their obligations in this Agreement.
- 13.14 The Developer shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without causing any delay or default and shall not do or permit any act or omission contrary to the terms and conditions of this Agreement in any manner.

14. Principal Obligations of Owner:

- 14.1 **Title:** The Owner shall ensure that his title to the said Property continues to remain marketable and free from all encumbrances, charges, liens, claims demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutters, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vestings, alignments, easements, liabilities and 'lis - pendens' till the completion of the Project and the transfer of Units and that it is approved for grant of Project Finance and shall keep the Developer fully indemnified regarding the same. The Owner shall forthwith rectify/remedy defects and/or deficiencies, if any, in the title and resolve any issue that may arise regarding title or any encumbrance etc. at his own cost. The Owner shall bear all cost and damages arising out of any litigation or negotiation in respect of any defect in respect of the of the title of the said property.
- 14.2 **Co-operation with Developer:** The Owner undertakes to fully co-operate with the Developer for obtaining all Approvals required for development of the said Property and shall sign all documents and papers that may be required for the same.



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- 14.3 **Documentation and Information:** The Owner undertakes to provide the Developer with necessary documentation and information relating to the said Property as may be required by the Developer from time to time.
- 14.4 **No Obstruction to Developer:** The Owner covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions and/or exercising its rights and entitlements under this Agreement.
- 14.5 **No Dealing with the said Property:** The Owner hereby covenants not to let out, grant lease, mortgage and/or charge the said Property or any portion thereof save in the manner envisaged by this Agreement.
- 14.6 **Adherence by Owner:** The Owner has assured the Developer that he shall implement the terms and conditions of this Agreement and shall adhere to the stipulations of time limits in terms of this Agreement.

15. Indemnity:

- 15.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved, harmless and indemnified of from and against any and all actions, suits, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by the Owner relating to the development and/or to the construction of the New Buildings and arising from any breach of this Agreement by the Developer and/or arising from any breach, default or violation of any law, permission, rules, regulations or bye-laws relating to development and construction and/or arising out of any accident taking place due to negligence of the Developer during development and construction.
- 15.2 **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, proceedings, claims, losses, damages, costs, charges, expenses, liabilities, demands and consequences (whether criminal or civil) whatsoever suffered by Developer and/or its nominees and/or assigns relating to the ownership and title of the said Property and arising from any breach of this Agreement by the Owners and/or arising from any defect/deficiency in title of the said Property and/or any encumbrance etc. and/or arising from any of the declarations, representations, agreements



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and assurances made or given by the Owner being incorrect and/or in case of any act omission, breach or default of the Owner.

16. Miscellaneous:

- 16.1 **Developer to Collect Additional Payments & Deposits:** The Developer shall be entitled to collect in respect of all Units of the New Buildings all additional charges, expenses and/or deposits till the Flat Owners Association forms. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses being all expenses to be incurred, paid, borne and contributed by the Transferees proportionately for the management, maintenance and upkeep of the New Building, the said Property and the Common Portions and/or for the common purposes, Maintenance Charges and deposits for the same, Municipal Taxes for Common Portions and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, charges for additional work and amenities that may be provided in addition/modification of the specifications agreed with the Transferees, charges, out pocket expenses and fees payable for changes/ regularization/ completion under applicable Rules or provisions, etc.
- 16.2 **Documentation:** The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Buildings of Owners' Allocation shall be prepared by R. Ginodia & Co. Advocates of 7C, Kiran Shankar Roy Road, Kolkata and the documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the New Buildings of Developer's Allocation shall be prepared by the Advocates of the Developer. The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Buildings. The fees and cost of preparation, stamping, registration and other charges relating to the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the Transferees of all the constructed spaces of the New Buildings.
- 16.3 **Additional/Further Construction:** If at any time additional/further constructions become permissible on the said Property due to change in



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any law or Building Rules or otherwise, then such additional/further constructions shall be made by the Developer at its own costs and such additional/further constructed spaces shall also be shared by the Owner and the Developer in the same ratio i.e. 40:60.

- 16.4 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 16.5 **Validity:** The parties are executing this Agreement as a legally binding contract with intent to be bound by the terms hereof. If any term or provision herein contained shall be held to be invalid or unenforceable, the same shall not affect the validity or enforceability of the other provisions of this Agreement and the parties shall endeavor to replace such term or provision with a valid and enforceable term or provision which corresponds best to the original intention.
- 16.6 **Counterparts:** This Agreement is being executed in duplicate. The original Agreement shall be registered at the costs and expenses of the Developer and the Developer shall be entitled to the custody of the same. The Owner shall be entitled to the custody of the duplicate.
- 16.7 **Essence of the Contract:** The Owner and the Developer expressly agree that the time periods, the mutual covenants and promises contained in this Agreement shall be the essence of this contract, subject to Force Majeure.
- 16.8 **No Partnership:** The Owner and the Developer have entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 16.9 **No Implied Waiver:** Failure or delay by either Party to enforce any right under this Agreement, shall not amount to an implied waiver of any such rights. A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion.
- 16.10 **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.



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16.11 **Name of the Project:** The name of the Project shall be decided by the Developer. The name of the Project shall contain the brand name of the Developer.

16.12 **No Transfer at present:** Nothing in this presents shall be construed as a present transfer, demise, assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owners. No transfer of any title is intended to be or is being made by virtue of this Agreement. The transfer of title is intended to and shall take place only after Completion of the New Building.

17. Defaults:

17.1 Notwithstanding anything to the contrary contained elsewhere in this Agreement, it is expressly made clear that in the event of the Developer failing to commence the project construction of the New Buildings within a period of 6 (Six) months from the sanction of Plan, for any reason whatsoever and the Owner shall have the option to cancel the agreement herein recorded by giving notice by Speed Post with Acknowledgement Due to the Developer.

17.2 Save as mentioned in Clause 17.1, 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 sue the Party in default for specific performance of this Agreement. Damages may be claimed by a Party in addition to specific performance as may be agreed mutually between the parties or as may be decided by the Arbitrator.

17.3 If the Developer fails to complete construction of the New Building within 42 (forty two) months from the date of Plan Sanction and after allowing a grace period of 6 (six) months and after allowances of any reasons of Force Majeure, the Owner herein shall be entitled to cancel this Agreement for development and the Power of Attorney by a written notice severed on the Developer as its registered office by Registered post it is hereby clarified that if the project is actually affected by any reasons of Force Majeure then that such excess period shall be allowed after the grace period.



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- 17.4 Any defects or bad workmanship in construction, if any, which may appear up to the defects liability period of 1 (one) year after completion of the project and which are caused due to materials or workmanship not being in accordance with the agreed specifications and are capable of being rectified shall be mentioned by the Architect in a schedule of defects which he shall deliver to the Parties herein not later than 30 days from the date of detection and within a reasonable time after receipt of such schedule, the defects or bad workmanship if any, therein specified shall be rectified by the Developer at its own costs. The decision of the Architect shall be final and binding in respect of all matters under this clause.
- 17.5 If the Developer has declared bankrupt or has been declared defunct company or has filed insolvency or admits that they do not have the funds to complete the constructional work of the proposed new building and on its own motion desires to quit the project, the Developer shall intimate the same to the owners by written notice;
- The parties shall thereafter held meetings and decide either to appoint a third party for completion of the work or the owners may suitably pay to the Developer an agreed amount of money towards the constructional work already done by the Developer.
- 17.6 It is hereby also accepted between the parties that the cancellation of Agreement for development shall automatically make the development power of attorney void and unusable and the Developer shall immediately return the same to the owners.

18. Force Majeure:

- 18.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, tempest, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural/ physical disaster, failure or shortage of power



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Sonarpur
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due to natural calamities, war, military operations, air-raid, civil war/unrest, riot, crowd disorder, terrorist action, civil commotion, any new or change in legislation, regulation, rule, policies, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any notices, directions or orders of Government, Corporation, any statutory or other body/authority or Court/Tribunal.

18.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 15(fifteen) days of the commencement of the event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Similar notice in writing shall also be given upon cessation of the Force Majeure event. Subject to written notifications as above with proof of service, neither Party shall be deemed 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 upon occurrence and cessation of any event constituting Force Majeure be extended by the same period as the period of Force Majeure event.

19. Amendment/Modification: No alteration, 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 provided however it shall not be necessary to register such writing.

20. Notice: Any notice or other written communication given under or in connection with this Agreement may be delivered by hand against written acknowledgment, or sent by facsimile transmission with proof of proper transmission, or sent by Registered Post/Speed Post with Acknowledgement Due to the address of the relevant Party mentioned in this agreement or such other address as may be notified in writing by each Party from time to time.



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21. Arbitration: Any dispute or difference between the parties hereto arising out of and/or relating to and/or concerning the said Property and/or this Agreement or any term or condition herein contained and/or relating to interpretation thereof shall be referred to the arbitration of three Arbitrators in accordance with the Arbitration and Conciliation Act, 1996 and any amendment or replacement thereof. The Owner shall appoint one arbitrator and the Developer shall appoint one arbitrator and the two arbitrators so appointed shall appoint the third arbitrator. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the Arbitrators shall have summary powers and may make or give interim orders, awards and/or directions. The Arbitrators shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law but shall give reasons for the award. The Award(s) made by the Arbitrators shall be final and the parties agree to be bound by the same.

22. Jurisdiction: In connection with the aforesaid arbitration proceedings, the Courts at Kolkata only shall have exclusive jurisdiction to receive, entertain, try and determine all actions and proceedings.

23. Rules of Interpretation:

23.1 Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

23.2 Number: In this Agreement, any reference to singular includes plural and vice-versa.



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- 23.3 **Gender:** In this Agreement, words denoting any gender include all other genders.
- 23.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 23.5 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 23.6 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 23.7 **Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

24. Schedules:

First Schedule

("Said Property")

ALL THAT piece and parcel of the Land measuring more or less **17 decimals** comprised in R.S. Dag no. 2301, L.R. Dag no. 2294, R.S. Khatian no. 87, L.R. Khatian no. 2023, situated and lying at Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Touzi no. 109, within the limits of Rajpur-Sonarpur Municipality, Ward No. 26, being Municipal Holding No. 247, N.S. Road, Post Office - Narendrapur, Police Station - Sonarpur, Kolkata - 700103, District - South-24 Parganas together with all easements rights and appurtenances thereto attached.

The said Property is butted and bounded in the manner following that is to say:-

- | | |
|---------------------|--|
| ON THE NORTH | : 17' ft. wide road, R.S. Dag no. 2301 (Part); |
| ON THE SOUTH | : R.S. Dag no. 2300; |
| ON THE EAST | : R.S. Dag no. 2401; |
| ON THE WEST | : R.S. Dag no. 2298(Part). |



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অতিরিক্ত ডিস্ট-সাব রেজিস্ট্রার
Sonarpur
South 24 Parganas

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OR HOWSOEVER OTHERWISE the same may be butted, bounded, called, known, numbered, described or distinguished.

Second Schedule

(Original Title Documents)

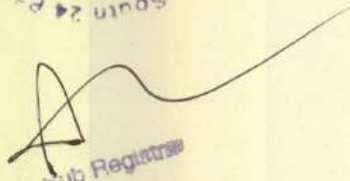
Vendor	Purchaser	Registration Office	Book no.	Volume No.	Pages	Year	Deed No.
M/S Carrara Marbles & Terrozo Co. Pvt. Ltd.	Rajiv Kr. Gupta	A.D.S.R. Sonarpur	I	75	61 to 66	1988	5679 (Deed of Sale)
M/S Carrara Marbles & Terrozo Co. Pvt. Ltd.	Rajiv Kr. Gupta	A.D.S.R. Sonarpur	I	-	-	1994	2348 (Deed of Rectification)

Third Schedule

(Specifications)

1. Foundation : The foundation shall be of Reinforced Cement Concrete as per the design of the Structural Engineer.
2. Super Structures : The Super Structures of the Building shall have Reinforced Cement Concrete framed structure with Reinforced Cement Concrete columns, beams and slabs as per the design of the Structural Engineer.
3. Walls (Internal) : As per Sanction Plan
4. Living/ Dining : As per Sanction Plan
5. Bedrooms : As per Sanction Plan
6. Kitchen : Platform with Black Granite, finish with one Sinc, C.P. Bib Cock of reputed make. Kitchen will have dado 2' above the platform.
7. Toilets : One Western and one concealed type hanging commode (colour); One colour porcelain wash; One shower; Two taps reputed make, geyser attachment system.




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8. Lift : As per Sanction Plan of reputed make.
9. Exterior : Finished with Plaster and weather proof paint as per view.
10. Doors : Quality wooden frame of each floor; Main Door wooden panel door; Solid flash door; all doors with high quality on both sides. Handle lock of reputed make; Electric Bell point, night latch for main doors.
11. Windows : Colour anodized sliding window with anti-reflective glass.
12. Sanitary : Proportionate expenses of all Owner/Occupiers after completion of construction.
13. Electricals : Concealed wiring with copper wires, wiring for installation with fire retardant wire of reputed make.
14. Common : Entrance and exits to the Premises and the New Building; Caretaker's room; boundary Walls and gate of the Premise; Stair case lobbies on all the floors; Elevator/lift with capacity of 5 passengers of reputed make; Entrance lobby, electric utility room/ meter room; water pump room; common installations anywhere outside any unit; right of access on the roof above the top floor of the new building; any common area in the new building, foundation, columns, beams, supports, common passage etc.
15. Sewage : Drainage, Sewage lines and other installations for the same (Exceptonly those as are installed within the exclusive area of any unit and / or exclusively for its use).
16. Water : Water supply system/ Drinking water supply system/ Tube well; water pump, underground water reservoir, together with all common plumbing for drainage water (safe only those as are within the exclusive area of any unit and /or exclusively for its use).



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25. Execution and Delivery

IN WITNESS WHEREOF the Parties have executed this Agreement on the date mentioned above at Kolkata.

Rajni Kumar Pat

Owner

Parveen Agarwal

As self & lawful Constituted
Attorney of Wriddhi Traders
Partner Parveen Agarwal

Developer

Witnesses:

Signature *Rajni Kumar Pat*
Name *Rajni Kumar Pat*
Father's Name
Pradip Kumar Pat
Address *1159 NSC Bose Rd*
Kol-103

Signature *Surham Das*
Name *Surham Das*
Father's Name
Anjan Das
Address *1159 NSC Bose Rd.*
Kol-103

Drafted by:

Ananya Chattopadhyay
Advocate

Enrol no:- *F/1123/896/2021*

Howrah Judges' Court

Howrah - 71101.



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MEMO OF DEPOSIT

RECEIVED with thanks from the within named Developer the within mentioned sum of Rs. 10,000/- (Rupees Ten Thousand) only, by cash as and by way of payment of total refundable money without interest.

WITNESSES:-

1. Kallalnasakar
KOL-103
2. Sarham Das
KOL-103

Rajni Kum Pat

OWNER



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Addl. Dist. Sub Registrar
Sonarpur
South 24 Parganas

20 MAR 2023



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

NAME RAJIV KUMAR GUPTA

SIGNATURE



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Left Hand					
Right Hand					

NAME BIKASH AGARWAL

SIGNATURE

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Left Hand					
Right Hand					

NAME


SIGNATURE

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NAME

SIGNATURE




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Sonarpur
South 24 Parganas

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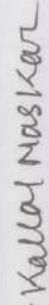
Government of West Bengal

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

OFFICE OF THE A.D.S.R. SONARPUR, District Name :South 24-Parganas

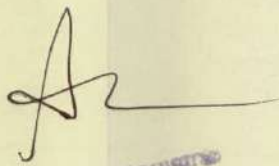
Signature / LTI Sheet of Query No/Year 16082000637480/2023

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	Mr RAJIV KUMAR GUPTA 10/2A, Alipore Park Place, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	Land Lord		 1476	 20/3/23
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr BIKASH AGARWAL City:- Not Specified, P.O:- GARIA, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084	Represent ative of Developer [WRIDDHI TRADERS]			
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr KALLOL NASKAR Son of Mr PRADIP KUMAR NASKAR City:- Not Specified, P.O:- NARENDRAPUR, P.S:-Sonarpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700103	Mr RAJIV KUMAR GUPTA BIKASH AGARWAL		 1477	 20/3/23

(Arindam Chakraborty)

10/1/1950
Sunderpur



Dist. Sub. Hejira
Sunderpur
South 24 Parganas

1

ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
SONARPUR
South 24-Parganas, West
Bengal





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



192022230338190551

GRN Details

GRN:	192022230338190551	Payment Mode:	Online Payment
GRN Date:	18/03/2023 13:08:35	Bank/Gateway:	State Bank of India
BRN :	IK0CDRRBN9	BRN Date:	18/03/2023 13:14:45
GRIPS Payment ID:	180320232033819054	Payment Init. Date:	18/03/2023 13:08:35
Payment Status:	Successful	Payment Ref. No:	2000637480/1/2023 [Query No*/Query Year]

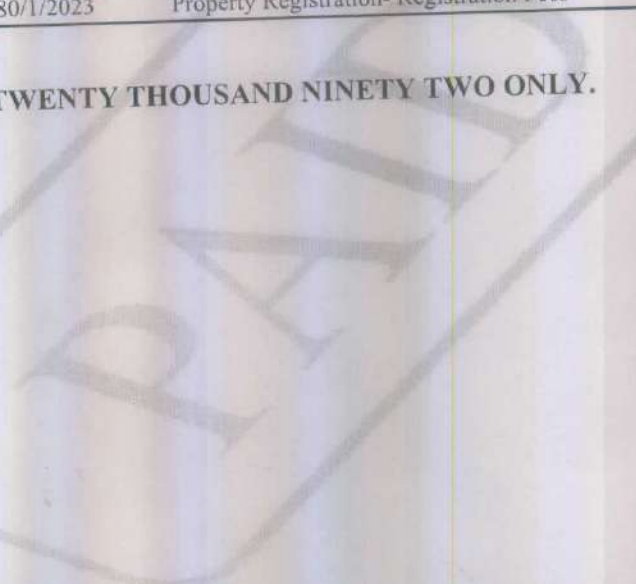
Depositor Details

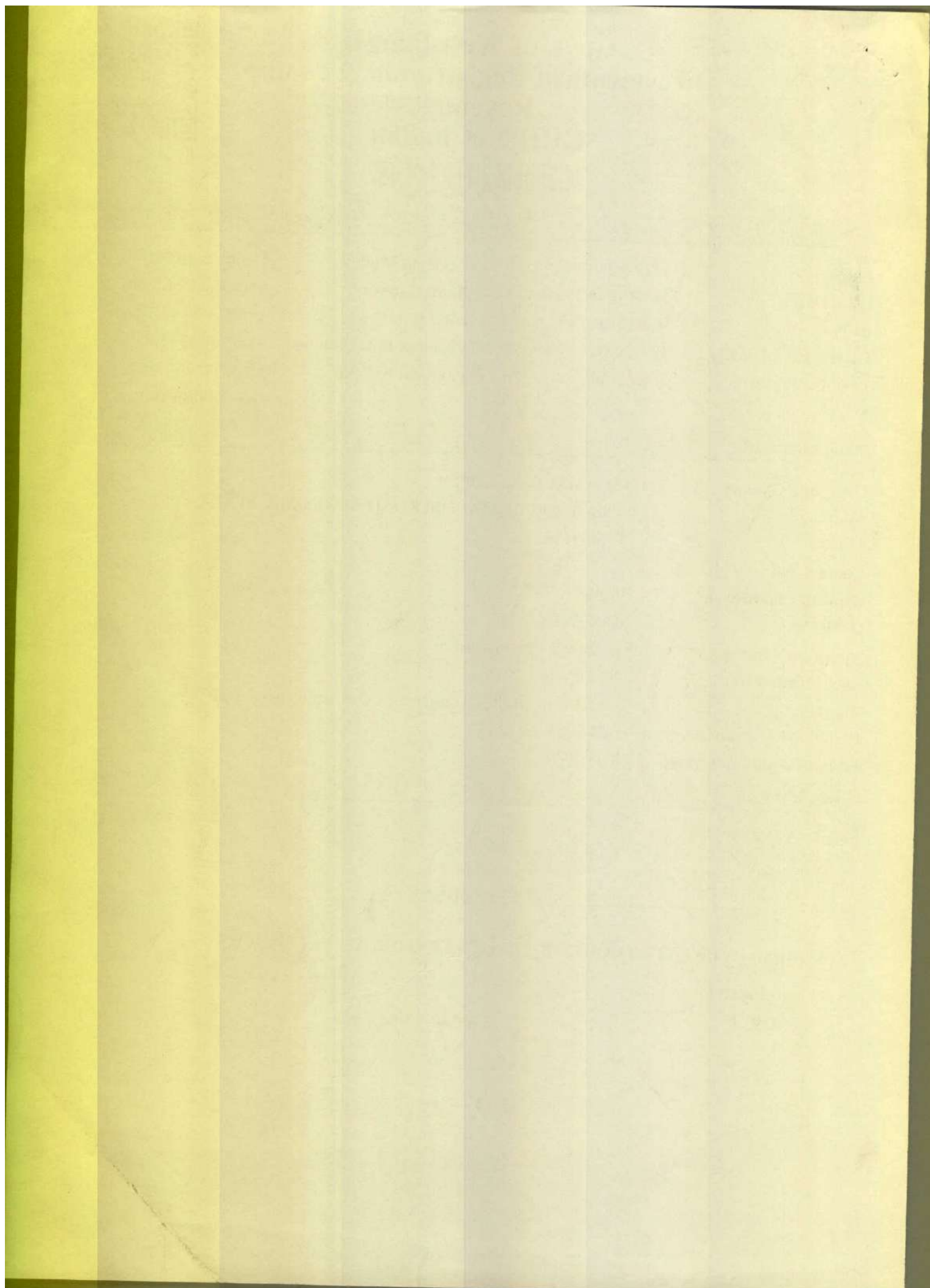
Depositor's Name:	RAJWADA DEVELOPER
Address:	26,MAHAMAYA MANDIR ROAD, MAHAMAYATALA,
Mobile:	9147158528
Contact No:	9830777167
Depositor Status:	Others
Query No:	2000637480
Applicant's Name:	Mr Ananya Chattopadhyay
Identification No:	2000637480/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	18/03/2023
Period To (dd/mm/yyyy):	18/03/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000637480/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	19971
2	2000637480/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	121
			Total	20092

IN WORDS: TWENTY THOUSAND NINETY TWO ONLY.





Major Information of the Deed

Deed No :	I-1608-02437/2023	Date of Registration	27/03/2023
Query No / Year	1608-2000637480/2023	Office where deed is registered	
Query Date	10/03/2023 3:13:15 PM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Ananya Chattopadhyay 4/1, M.G. Road,,Thana : Howrah, District : Howrah, WEST BENGAL, PIN - 711101, Mobile No. : 7980883481, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,000/-]		
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 1,00,14,539/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 121/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

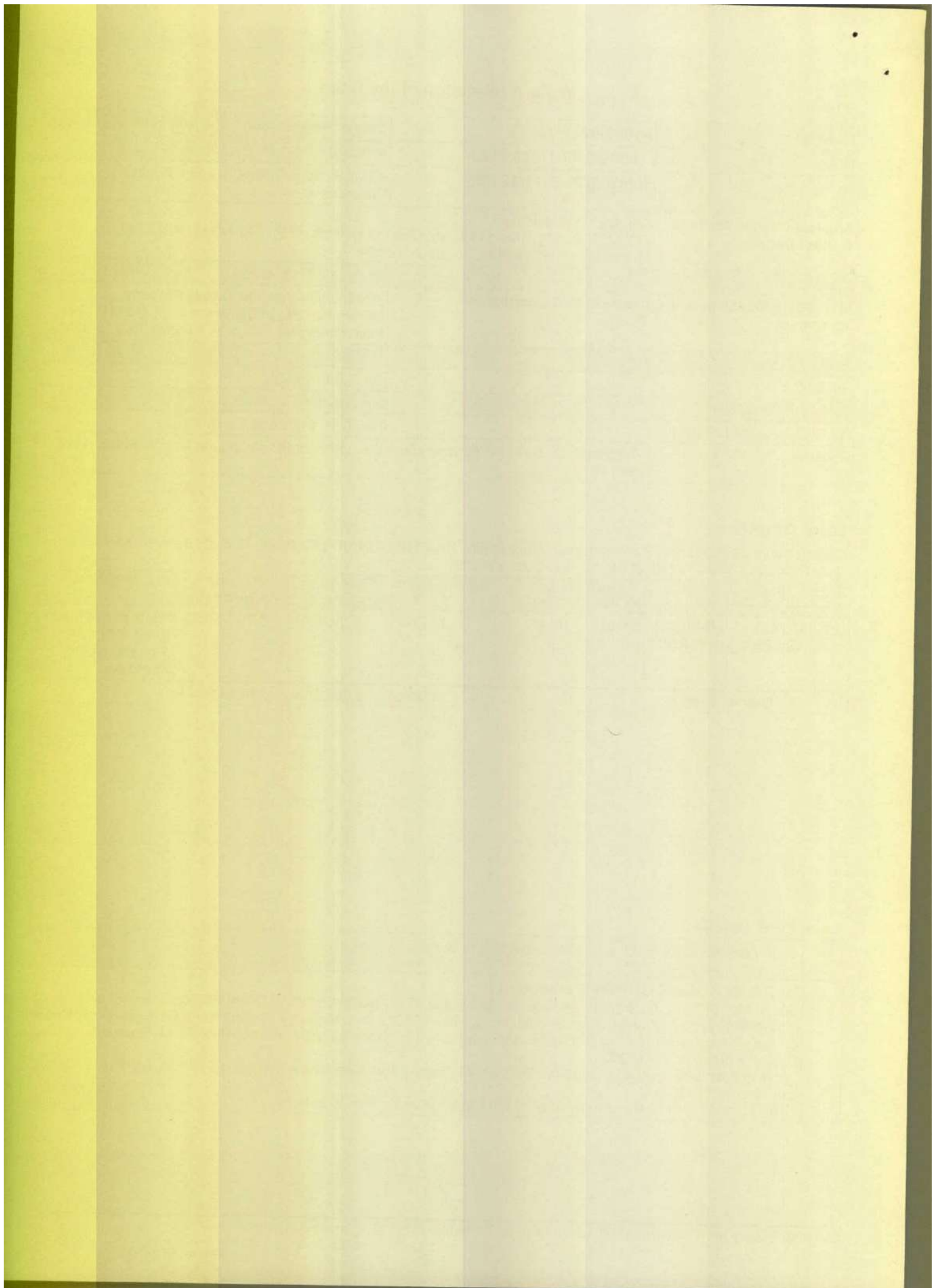
Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: N. S. C. Bose Road, Mouza: Ukila Paikpara, , Ward No: 26 JI No: 56, Pin Code : 700103

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2294 (RS :-2301)	LR-2023, (RS:-87\0)	Bastu	Bastu	17 Dec	5,00,000/-	1,00,14,539/-	Width of Approach Road: 17 Ft., ,Project : Not Specified
Grand Total :					17Dec	5,00,000 /-	100,14,539 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr RAJIV KUMAR GUPTA (Presentant) Son of Mr HIRALAL GUPTA 10/2A, Alipore Park Place, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx6E,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/03/2023 , Admitted by: Self, Date of Admission: 20/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 20/03/2023 , Admitted by: Self, Date of Admission: 20/03/2023 ,Place : Pvt. Residence



Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	WRIDDHI TRADERS City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: Aaxxxxx4M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr BIKASH AGARWAL Son of Late RAJENDRA KUMAR AGARWAL Date of Execution - 20/03/2023, , Admitted by: Self, Date of Admission: 27/03/2023, Place of Admission of Execution: Office			
		Mar 27 2023 3:32PM	LTI 27/03/2023	27/03/2023
City:- Not Specified, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx4B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : WRIDDHI TRADERS				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr KALLOL NASKAR Son of Mr PRADIP KUMAR NASKAR City:- Not Specified, P.O:- NARENDRAPUR, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103			
	27/03/2023	27/03/2023	27/03/2023
Identifier Of Mr RAJIV KUMAR GUPTA, Mr BIKASH AGARWAL			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr RAJIV KUMAR GUPTA	WRIDDHI TRADERS-17 Dec



Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: N. S. C. Bose Road, Mouza: Ukila Paikpara, , Ward No: 26 JI No: 56, Pin Code : 700103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 2294, LR Khatian No:- 2023	Owner:রাজিব কুমার গুপ্তা, Gurdian:হীরা লাল, Address:নিজ , Classification:ডাঙ্গা, Area:0.18000000 Acre,	Mr RAJIV KUMAR GUPTA



Endorsement For Deed Number : I - 160802437 / 2023

On 20-03-2023

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

Presented for registration at 19:57 hrs on 20-03-2023, at the Private residence by Mr RAJIV KUMAR GUPTA, Executant.

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 1,00,14,539/-

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

Execution is admitted on 20/03/2023 by Mr RAJIV KUMAR GUPTA, Son of Mr HIRALAL GUPTA, 10/2A, Road: Alipore Park Place, , P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business

Indetified by Mr KALLOL NASKAR, , , Son of Mr PRADIP KUMAR NASKAR, P.O: NARENDRAPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by profession Service



Arindam Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
South 24-Parganas, West Bengal

On 27-03-2023

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

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

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

Execution is admitted on 27-03-2023 by Mr BIKASH AGARWAL,

Indetified by Mr KALLOL NASKAR, , , Son of Mr PRADIP KUMAR NASKAR, P.O: NARENDRAPUR, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 121.00/- (B = Rs 100.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 121/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/03/2023 1:14PM with Govt. Ref. No: 192022230338190551 on 18-03-2023, Amount Rs: 121/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CDRRBN9 on 18-03-2023, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 19,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 434, Amount: Rs.50.00/-, Date of Purchase: 03/03/2023, Vendor name: Pranab Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/03/2023 1:14PM with Govt. Ref. No: 192022230338190551 on 18-03-2023, Amount Rs: 19,971/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CDRRBN9 on 18-03-2023, Head of Account 0030-02-103-003-02



Arindam Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
South 24-Parganas, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1608-2023, Page from 45193 to 45233

being No 160802437 for the year 2023.



AR

Digitally signed by ARINDAM
CHAKRABORTY
Date: 2023.03.28 13:48:25 +05:30
Reason: Digital Signing of Deed.

(Arindam Chakraborty) 2023/03/28 01:48:25 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
West Bengal.

(This document is digitally signed.)