

\*\*\*\*\*  
DATED THIS 8th DAY OF DECEMBER, 2022  
\*\*\*\*\*

BETWEEN

MR. KAMAL KUMAR GOENKA HUF & ORS ..... OWNERS

AND

M/S SHIVOHAM BUILDERS ..... DEVELOPER

DEVELOPMENT AGREEMENT

**SANJAY MONDAL ADVOCATE**

8, Old Post Office Street

2<sup>nd</sup> Floor, Kolkata-700001

(033) 2262 3384.

Email: mondal77.sanjay@gmail.com

12056/2022 I

11387/22



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

K-251164

12-10 hrs

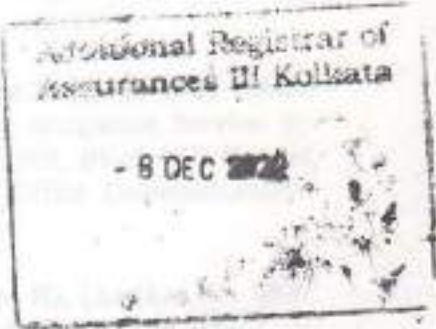
SP  
08/12/22

213314842/22

Original and the document is admitted to Reg. Ass. in the Signature Sheet and the endorsed to be placed in this document



Additional Registrar of Assurances III, Kolkata



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made on this 8<sup>th</sup> Day of DECEMBER, Two Thousand and Twenty - Two (2022).

BETWEEN

149183

Nishant K. Saha, Advocate  
8, Old Post Office Street,  
2nd Floor, Kolkata-700 001



NAME \_\_\_\_\_  
 ADD. Saha  
 Pt. \_\_\_\_\_  
 - 6 DEC 2022  
 DURANJAN MUKHERJEE  
 Licensed Stamp Vendor  
 Q. C. Court  
 2 & 3, K. S. Roy Road, Kol-1

6 DEC 2022

149183 X

K. S. Roy

Q. C. COURT



Additional Registrar of  
 Assurances at Kolkata  
 - 8 DEC 2022



- (1) **MR. KAMAL KUMAR GOENKA HUF**, (PAN: AAKHK 9526 K), a Hindu Undivided Family represented by its Karta namely **Mr. Kamal Kumar Goenka** (PAN: ADKPG 0572A) (Aadhar 8603 6993 9660), son of Sri Deoki Nandan Goenka, residing at Shree Venkatesh Laxmi Residency -2, Flat No. 5B, Panchawati Complex, V.I.P. Road, Kaikhali, Kolkata 700 052, Post Office Airport, Police Station Baguaihati, District 24 Parganas (North).
- (2) **MR. VAIBHAV LOHIA**, (PAN : ACNPL 1439 M), (Aadhar 4439 6328 0970), son of Sri Bimal Kumar Lohia, by Faith Hindu, By Nationality Indian, By Occupation Business, at present residing at I2C, Lord Sinha Road, Flat No. 6A/1 & 6A/2, Kolkata 700 071, Post Office Park Street, Police Station Shakespeare Sarani.
- (3) **MR. KUMAR MANGLAM CHOUDHARY** (PAN : AFCPC3090F), (Aadhar No. 2470 5292 7255), son of Jagdish Prasad Choudhary, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at 22/25 Manoharpukur Road, Kolkata 700 029, Post Office Deshpriya Park, Police Station Bhowanipur.
- (4) **SMT ARCHANA AGARWAL** (PAN : AHAPA 9855E) (Aadhar No. 5695 0406 6234), wife of Sri Vinod Kumar Agarwal, by Nationality Indian, by occupation Service, by faith Hindu residing at B7, Geetanjali Apartment, V.I.P Road, Teghoria, Kolkata 700 157, Post Office Hatiyara, Police Station Baguaihati, District 24 Parganas (North).
- (5) **SMT PUJA SARAF** (PAN: BHHPS 9159 M) (Aadhar No. 5710 1908 8500), wife of Sri Nishant Kumar Saraf, by Nationality Indian, by occupation Service, by Faith Hindu, by Nationality Indian, residing at Flat No. C-502, Block "C" Regent Sagar, V.I.P Road, Raghunathpur, Kolkata-700059, Post Office Desbandhunagar, Police Station Baguaihati, District 24 Parganas (North).
- (6) **MR. DEEPAK KUMAR SARDA** (PAN : AJAPS 8694 R), (Aadhar No. 4880 7093 0262), son of Sri Ram Lal Sarada, by Nationality Indian, by Faith Hindu, by Occupation Business, residing at Flat No. 1C, 48/9, Jessore Road, "Tulsi Dham Complex" Lake Town, Kolkata 700 055, Post Office Bangur Avenue, Police Station Lake Town, District 24 Parganas (North) hereinafter referred to as the '**OWNERS**' (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their respective executors, administrators, successor in office and/or successors in office and/or assigns), of the **FIRST PART**.

AND



Registrar of Companies  
Calcutta

8 DEC 2022



**M/S SHIVOHAM BUILDERS (PAN: AETFS2095G)**, a partnership firm incorporated under the provisions of the Partnership Act, 1932, having its office at "The Meridian" Municipal Holding No. RGM/M/08/2005-2006, Raghunathpur, V.I.P. Road, Kolkata 700059, Post Office Deshbandhu Nagar, Police Station Baguihati, duly represented by its Partners namely (1) **Vinod Kumar Agarwal (PAN - ACHPA8951D)**, (Aadhar 8006 6878 9640), son of Late N. C. Agarwal, by nationality Indian, by faith Hindu, by occupation Business, residing at Gitanjali Apartments, V.I.P Road, Teghoria, Kolkata 700059, Post Office Baguaihati, Police Station Baguihati, and (2) **Mr. Bimal Kumar Lohia (PAN: ABBPL5409J)**, (Aadhar 2356 7327 8302), son of Shyamsundar Lohia, by Nationality Indian, by faith Hindu, by occupation Business, residing at 12C, Lord Sinha Road, Flat No. 6B, on the 6<sup>th</sup> Floor, Kolkata 700 071, Post Office Park Street, Police Station Shakespeare Sarani, and (3) **Sri Kumar Manglam Choudhary, (PAN : AFCPC3090F)**, (Aadhar No. 2470 5292 7255), son of Sri Jagdish Prasad Choudhary, by nationality Indian, by faith Hindu, by occupation Business, residing at 22/25 Manohar Pukur Road, Anurag Building, Kolkata - 700 029 and (4) **Nishant Kumar Saraf, (PAN: AZLPS7022A)**, (Aadhar No. 4899 2451 1337), son of Sri Sushil Kumar Saraf, by nationality Indian, by faith Hindu, by Occupation Advocate, residing at Regent Sagar, Block - C, 5<sup>th</sup> Floor, Flat No.502, V.I.P Road, Raghunathpur, Kolkata - 700 059 (5) **Kamal Kumar Goenka , (PAN: ADKPG0572A)**, (Aadhar No. 8603 6993 9660), son of Deoki Nandan Goenka, by nationality Indian, by faith Hindu, by occupation Chatter Accountant, residing at Shree Venkatesh Laxmi Residency - 2, Flat No.5B, Panchavati Complex, VIP Road, Kaikhali, Kolkata - 700 052, and (6) **MR. DEEPAK KUMAR SARDA (PAN : AJAPS 8694 R)**, (Aadhar No. 4880 7093 0262), son of Ram Lal Sarada, by Nationality Indian, by faith Hindu, by Occupation Business, residing at Flat No. 1C, 48/9, Jessore Road, "Tulsi Dham Complex" Lake Town, Kolkata 700 055, Post Office Bangur Avenue, Police Station Lake Town, District 24 Parganas (North), hereinafter referred to as the '**DEVELOPER**' (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor in office and/or successors in office and/or assigns), of the **SECOND PART**.

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

**WHEREAS:**

A. The Owners are seized and possessed of or otherwise well and sufficiently entitled to **All That** piece and parcel of **Bastu Land** measuring about **4.49 Cottahs** be the same little more or less situated in Plot No. CE/1/B/18, Eastern Green Poject, in Block No. CE, Land-CE/1, Premises No. 17-0212, Action Area-1C, New Town,

Police Station Rajarhat, District North 24 Parganas, Pin - 700 156, within the local limits of Mahishbathan Gram Panchayet, more fully and particularly described in the of the **FIRST SCHEDULE** hereunder written and shown in the map or plan annexed hereto and colored **Red** thereon (hereinafter referred to as the **Land**) the description of the title of the owner herein more fully described in the **SEVENTH SCHEDULE** hereinafter written.

B. The Owners herein decided to develop their land as described in the **First Schedule**.

C. To ensure an development of the Land, the Owners approached the Developer for undertaking development of the land as described in the **First Schedule** and the Developer has agreed to develop the Land on the terms and condition stated herein after;

**NOW THIS AGREEMENT WITNESSETH** and is hereby agreed by and between the Parties hereto as follows:-

#### ARTICLE I - DEFINITIONS

Unless in this Agreement there is something in the subject or context inconsistent therewith.

1.1 **ADVOCATE** shall mean **Mr. Sanjay Mondal, Advocate, 8, Old Post Office Street, 2<sup>nd</sup> Floor, Kolkata - 700001.**

1.2 **ARCHITECT** shall mean such person or persons who may be appointed by the Developer in consultation with Owner as the Architect for the Complex.

1.3 **BUILDING** shall mean the new buildings to be constructed as per the Building Plan on the said Land and shall include the parking and other spaces intended or means for the enjoyment of the building.

1.4 **PLAN** shall mean the Sanction plan vide building PIN : 0170021220221017 dated 9<sup>th</sup> November, 2022 sanctioned by the N.K.D.A and/or plans drawings and specifications of the New Building(s) as be caused to be prepared by the Developer from, the Architect and sanctioned by the appropriate / concerned authorities and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.



**1.5 PARKING SPACE** shall mean all the spaces in the portions at the or ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters.

**1.6 COMMON AREAS, FACILITIES AND AMENITIES** shall mean the areas installations and facilities in the New Building(s) and the Said Premises expressed or intended by the Developer for Common use and enjoyment by the transferees of units in the New Building(s), particularly described in the **Second Schedule** hereunder written.

**1.7 COMMON EXPENSES** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **3<sup>rd</sup> Schedule** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-Charge.

**1.8 COMMON PURPOSES** shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees.

**1.9 COMPLETION NOTICE** shall mean the possession notice as defined hereinafter to be served by the developer upon the owner or the transferees.

**1.10 COMPLEX/PROJECT** shall mean collectively the building or buildings with open areas to be constructed, erected and completed by the Developer in accordance with the Building Plan.

**1.11 DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which Owners/transferees of the units take actual physical possession of their allocation after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the period contained in the Completion Notice for taking over possession irrespective of whether Owners/transferees of the units take actual physical possession or not, whichever is earlier.



1.12 "DEVELOPMENT RIGHTS" shall refer to the right, power, entitlement, authority and permission to:

- I. The Owners doth hereby permits and grants a permissive possession, license and permission to the Developer to enter upon the Said Premises with right and authority to build upon and commercially exploit the Said Land by constructing the New Building(s) thereon in accordance with sanctions /permissions herein mentioned.
- II. With effect from the date of possession, the Developer shall be entitled to enter upon as a licensee and to undertake the work of construction at its own cost on the Said Land and the Owner shall allow the right of such entry for the sole purpose of carrying out and completing the Development and commercial exploitation of the Said land. However, the legal domain, possession and control of the said premises shall continue to vest with the owner till the time of transfer of Units to intending Purchaser(s) thereof. Unless mutually agreed anytime thereafter, in as much as the construction on the said premises is concerned, the Developer shall act as licensee of the Owner and shall be entitled to be in permissive possession of the said Land as and by way of a licensee of the Owner as understood under Section 52 of the Indian Easements Act, 1882, to carry out the construction of the New Building(s), save and except that the Developer shall not be entitled to create any possessory right over the said Land which could be construed as transfer of the property within the meaning of any law. The Developer shall also not be entitled to use the said land of any purposes other than the purpose of construction and sale of the constructed area in terms of this Agreement.
- III. The Developer undertakes to develop and shall commence, execute and complete the development of the Said Land in compliance with the terms, covenants and conditions herein contained set forth in this Agreement.
- IV. Unless prevented by reasons for which performance is excused as contained in this Agreement and none else, the Developer will be obliged to complete construction of the New Building(s) on the Said Land and obtain Completion Certificate from the appropriate authority within 24 (Twenty - Four) months from the date of hereof, with further grace period of 06 (Six) months.

1.13 **DEVELOPER'S ALLOCATION** - Shall mean the **55% (Fifty Five per cent)** of the Sale Proceed of the total constructed area or saleable space of the complex to comprise in various flats, units, Parking, apartments, and/or constructed

spaces of the buildings to be constructed on the said land, more fully described in the Part - I of the **Fifth Schedule** herein below.

1.14 **OWNER'S ALLOCATION** - Shall mean the **45% (Forty Five per cent)** of the **Sale Proceed** of the total constructed area or saleable space of the complex to comprise in various flats, units, Parking, apartments, and/or constructed spaces of the buildings to be constructed on the said land, more fully described in the Part - II of the **Fifth Schedule** herein below.

1.15 **PROPORTIONATE OR PROPORTIONATELY** - according to the context shall mean the proportion in which the built up area of any flat(s), unit(s), Parking(s), apartment(s) may bear to the built-up area of all the flats, units, Parking, apartments in the Complex.

1.16 **SALEABLE SPACE** - shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.17 **SAID SHARE** - shall mean the undivided proportionate indivisible part or share in the said land attributable to either Party's allocation as in the context would become applicable.

1.18 **SPECIFICATION** - shall mean the general specification and/or materials to be used for constructing, erection and completion for the said Complex as decided by the Owners and Developer mutually.

1.19 **TITLE DEEDS** - shall mean the Original documents of title of the Owner in respect of the said Land mentioned in the **Sixth Schedule** hereunder written and shall remain with the Owner and the same shall be produced by the Owner as and when required by the Developer.

1.20 **TRANSFER** - with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

1.21 **TRANSFeree** - according to the context shall mean all the prospective or actual transferees who would agree to acquire or take on sale, rent or lease or shall have acquired or taken on rent or lease any Unit in the Complex and for all unsold



Unit and/or Units in the Owner's Allocation shall mean the Owner and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.

1.22 **MASCULINE GENDER** - shall include feminine gender and vice versa.

1.23 **SINGULAR NUMBER** - shall include plural number and vice versa.

1.24 **"FORCE MAJEURE EVENTS"** shall mean flood, earthquake, riot, war, storm, pandemic, epidemic, tempest civil commotion, prohibitory order and/or directions issued by the Court of competent jurisdiction, Municipal authority, Central or State Government or any other Local Body or Authority otherwise than due to default and/or negligence and/or violation of any law, rules and regulations by any of the Parties and/or its agents or sub-contractors, or employees or labourers.

1.25 **"ACT"** shall mean all the Acts (State and Central) enforceable and applicable in case of commercial exploitation of the Land.

1.26 **"Permission and Approvals"** shall mean all the Permission And Approval applicable and required for the commercial exploitation of the Land in West Bengal as per the Act, Law and rules (State or Central) and the same shall be obtained by the Developer at its own cost.

1.27 **"Gross Revenue"** shall mean and include all amounts (excluding GST) realized by the developer on any head or account arising out of or relating to the Project (excluding deposits as mentioned in the **Fourth Schedule** herein below) whether or not from intending Purchasers for sale of units at the said Premises with or without parking space and all other realizations from or arising out of or relating to the Said Premises or in any manner attributable thereto.

1.28 **Name of new building:** The name of new building shall be branded and marketed as the "Shivoham Niwas".

## ARTICLE II REPRESENTATIONS

**The Owner doth hereby declare and covenant with the Developer as follows:**

2.1 That the Owners are the absolute owner and is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the said LAND more fully described in the **First Schedule**.

2.2 That the said LAND is free from all encumbrances, charges, liens, lis pendens, acquisitions, requisitions, attachments and trusts of any nature whatsoever or howsoever nature.

2.3 That excepting the Owner, no one else have any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the said LAND or any portion thereof.

2.4 That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said Land or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owner to the knowledge of the Owner and further the said Land is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owner

2.5 The Owners have the absolute right and authority to enter into this Agreement with the Developer in the said Land agreed to be developed.

2.6 The Owners shall not do not permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the Complex.

2.7 The Owners shall co-operate with the Developer in obtaining all certificates and /or other documents which may be required for the purpose of completing the registration of sale deeds or other deeds and /or for transferring the title for undivided share of the Land attributable to the Developer's Allocation to itself and/or its nominees.

2.8 The Owners shall execute Development Power of Attorney in favour of the Developer or its Nominee(s), as may be desired by the Developer, granting such powers as may facilitate the development of the Project at the time of handing over the physical possession of the Said Land.

**The Developer doth hereby declare and covenant with the Owner as follows:**

2.9 The Developer has represented and warranted to the Owner that the Developer is carrying on business of construction and development of real estate and have sufficient financial resources, infrastructure and expertise in this field.



2.10 The Developer shall liable to pay all taxes including Property tax / Municipal tax, water tax, khajana, etc. against the Said Land during the construction of the said building or buildings.

2.11 The Developer is fully satisfied about the marketable title of the Owners of the **Said Land** more fully described in the **First Schedule** here under written and shall not raise any question to that regard.

2.12 The Developer hereby undertakes to indemnify and keep indemnified the Owners from and against any and all civil and/or criminal actions, charges, liens, claims, encumbrances and mortgages or any third party possessory rights in the said Land arising out of or due to the negligence or non-compliance of any law, bye-law, rules and regulations of the concerned authorities as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or related to the construction of the building. All costs and charges in this regard shall be paid by the Developer.

2.13 All sanctions, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials and in compliance with Plan/building PIN : 0170021220221017 dated 9<sup>th</sup> November, 2022 sanctioned by the NKDA or as modified at the sole risk of the Developer.

2.14 The Developer shall pay or remembers to the Owners all the cost and expenses of the mutation and obtaining Sanction plan vide building PIN : 0170021220221017 dated 9<sup>th</sup> November, 2022 from the NKDA.

2.15 The Developer shall obtain building completion Certificate at its own cost.

### ARTICLE III – COMMENCEMENT

This Agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution here of ("Effective Date").

### ARTICLE IV - GRANT OF DEVELOPMENT RIGHTS

Subject to the terms and conditions contained in this Agreement, on and from the Effective Date, the Owner shall grant permissive possession, to the Developer subject to the terms contained in this Agreement.

**ARTICLE V - POSSESSION**

5.1 Simultaneously with the execution of this Agreement, the Owners have allowed the Developer to take all steps in terms of this Agreement to develop the said land.

5.2 The Developer hereby undertakes and agrees to pay all the taxes, water and all other taxes applicable presently, from the time of this Agreement till the completion of the Project. The Owners shall clear all the taxes, water tax and all other taxes till the date of execution hereof.

**ARTICLE VI - ALLOCATION:**

6.1 The Developer shall be entitled to take over the revenue of the Developer's Allocation and is hereby allotted the Developer's Allocation and the Owners shall be entitled to take over the revenue of the Owners' Allocation and are hereby allotted the Owners' Allocation.

6.2 All agreements, sale deeds and documents of transfer shall be uniformed and the owners and the developers as parties shall sign the same.

6.3 In case construction of the Buildings in phased manner any additional area and/or FAR becomes available in view of any amendment of any rules and regulations, in that event, the Developer may obtain a sanction of the Building Plan at its cost and expenses for such additional area and both the Owner and the Developer shall be entitled to their respective allocations in the same percentage agreed herein.

**ARTICLE VII - OBLIGATIONS OF THE DEVELOPER:**

7.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.

7.2 The Developer shall be responsible for planning, designing development and construction of the Project with the help of professional bodies, contractors, etc.

7.3 The Developer shall construct the Project at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, NKDA, HIDCO, Corporation, Municipality, Panchyat and other authorities concerned as also to all the professional bodies contractors, labourers, staff and employees transferees, engaged



by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damages on this account.

7.4 All tax liabilities in relation to the construction, sales, inclusive of but not limited to works contract tax and GST shall be paid by the Developer.

#### **ARTICLE VIII - OBLIGATIONS OF OWNERS:**

8.1 The Owners undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the said Land.

8.2 The Owners undertakes to act in good faith towards the Developer so that the Project can be successfully completed.

8.3 The Owners shall provide the Developer with any and all the Xerox document and information relating to the said Land as may be required by the Developer from time to time. The owners will produce all original documents as available before any authorities as and when asked for.

8.4 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.

8.5 The Owners hereby covenant not to transfer, grant lease, mortgage and/or charge the Land or any portions thereof save in the manner envisaged by this Agreement.

#### **ARTICLE IX - MARKETING:**

9.1 The Developer shall have the right and entitlement to market the Project in accordance with the policy and other decisions of the Developer in consultation with the Owners and the Developer shall have the right to sell, transfer and otherwise dispose-off any Units and, or, spaces structures and other facilities comprised in the Project on such terms and conditions and at such price from time to time as may be decided by the Developer in consultation with the Owners.

9.2 The price of the Units shall be fixed by the Developer in consultation with the Owners and the same shall be revised on a periodical basis or as and when decided mutually by the Owners and Developer.

9.3 The Developer will market the entire project either by itself or if through any Marketing Agency appointed by them in consultation with the Owners.

9.4 In marketing the said project, name and logo of the Developer & Owners will figure in all marketing materials.

#### **ARTICLE X- COLLECTION AND DEPOSIT**

10.1 The Developer herein shall open the Bank accounts as required under the laws / rules applicable at the relevant point of time, in any bank with the standing instructions to the banker to transfer 45% of the funds received in such account directly to the credit of the Owner's Bank account to be maintained in the same bank and branch without any further action on the part of the Developer. The Developer shall be entitled to use rest of the amount.

10.2 Any amount received on account of or in any manner related to the Gross revenue of the project shall be credited to the such account as mentioned in 10.1 herein above.

10.3 All the Deposits / Security Deposit / Charges shall be received by the Developer in the Said Project from the intending Purchasers are more fully mentioned in the **Forth Schedule** herein below.

#### **ARTICLE XI - TIME FOR COMPLETION \***

The Developer shall endeavor to complete the Project within a period of 24 (Twenty four) months with a further grace period of 06 (Six) months from the date of execution hereof subject to Force Majeure Events, Any extension after the aforementioned period may be extended at the sole discretion of the Owner. The Owners may condone the delay in completing the construction of the Project as stated above, subject to pay penalty / damages as mentioned in Clause 2.15 herein above by the Developer.

#### **ARTICLE XII - POST COMPLETION MAINTENANCE:**

12.1 Till handing over of the Project to the Association, the Developer shall be responsible for the management, maintenance and Administration of the Complex or at its discretion appoint an agency to do the same. The Owner as well as the transferees hereby shall abide by all the rules and regulations to be framed for the management of the affairs of the Complex.



12.2 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the Complex and shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the Complex, land tax, water, electricity, sanitation and scavenging charges, cost of staffs etc. and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose including cost of formation of Association (as more fully described in the Third Schedule herein below).

12.3 The intending transferees shall constitute, organize and/or otherwise cause to be formed an association at their costs, charges and expenses for management and maintenance common area of the Building(s) and shall frame such rules and regulations for rendering of common services and maintenance of the Project and all the intending transferees of the Units in the Building(s) shall become members of the said association as and when constituted. Until the formation of the association the intending transferees of the Units in the Building(s) shall pay, bear and discharge all common expenses on account of maintenance and preservation of the Project to the Developer. The Developer shall not be liable for management and maintenance common area of the Building(s) on handing over the Project to the intending transferees.

#### **ARTICLE-XIII - INDEMNITY:**

The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the Complex, non compliance of any laws or rules including GST Laws directly or indirectly.

#### **ARTICLE XIV - MISCELLANEOUS**

14.1 The Owner and the Developer have entered into this Agreement purely on the principal of exchange of the Owner's Allocation in the building to be constructed and completed by the Developer at its own cost against the proportionate share of the sale proceed attributable to the Developer's Allocation to be retained or sold to its nominees by the Developer in the said completed building. However, each Party shall keep the other indemnified from and against the same.

14.2 The Owner and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative

obligation is prevented by the existence of a force majeure event with a view that obligation of the Party affected by the force majeure shall be suspended for the duration of the force majeure.

14.3 All the Agreements and the Deeds of Conveyance shall be as per a standard format to be drafted by the Advocates or Solicitors of the Owner and the same shall be duly approved by the Project's Advocate.

14.4 Any notice required to be given by the Owner shall be without prejudice to any other mode of service available deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and shall be deemed to have been served on the Developer by the Owner. Similarly any notice required to be given by the Developer shall be without prejudice to any other mode of service available deemed to have been served on the Owner if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owner by the Developer.

14.5 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said Land or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than exclusive license to the Developer to commercially exploit the same in terms hereof.

14.6 In the event of any liability of G.S.T. or Works Contract or any other Tax liability which may arise or become payable on the Owner Allocation, the same would be payable by the Developer and the Developer along shall be responsible for all or any of such dues.

14.7 The Developer shall make payment of appropriate stamp duty and registration charges of this Development Agreement including the Development Power of Attorney. The Owner shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.

#### **ARTICLE XV - DISPUTE RESOLUTION**

15.1 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from



the date on which either Party has served written notice on the other of the dispute ("**Dispute Notice**") then the following provisions shall apply.

15.2 In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, either Party shall be entitled to, by notice in writing ("**Arbitration Notice**") to the other Party, refer such dispute for final resolution by binding arbitration in accordance with the provisions the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification there under and such arbitration shall be before the sole arbitrator **Mr. Sanjay Mondal, Advocate** of 8, Old Post Office Street, 2<sup>nd</sup> Floor, Kolkata 700 001. The venue of such arbitration shall be at Kolkata and the arbitration shall be conducted in English language. The award of the arbitrators shall be binding on the Parties.

15.3 The Parties hereby agree that until the award is given none of the Parties shall do any act deed or thing whereby the construction and development of the Project is in any way stopped or prevented provided the dispute is not relating to the quality of the material being used and/or relating to violation of the statutory provisions and/or deviation from the Building Plan.

15.4 No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.

15.5 This Agreement shall not be assigned by the Parties except with the prior written consent of the other Party.

15.6 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

15.7 If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

#### **ARTICLE XVI - JURISDICTION**

Courts at Barasat alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the Parties.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**SAID LAND**

All That piece and parcel of **Bastu Land** measuring about **4.49 Cottahs** be the same little more or less situated in Plot No. CE/1/B/18, in Block No. CE; Premises No. 17-0212, Land-CE/1, Action Area-1C, New Town, Police Station Rajarhat, District North 24 Parganas, Pin - 700 156, Assessee No. 017-0212-e-00-00002-12, within the local limits of Mahishbathan Gram Panchayet **Together With** all kinds of easement and appurtenances thereto and all kinds of rights of usages over the entire land and common paths and passages which are shown in the plan annexed hereto and delineated and demarcated with colour "**RED**". It is butted and bounded by

- On the North :-** By 12 Mt. wide Road;  
**On the South :-** By Plot No. CE/1/B/17;  
**On the East :-** By 12 Mt. wide Road;  
**On the West :-** By Plot No. CE/1/A/1(Pt) & Plot No. CE/1/A/2 (Pt);

**THE SECOND SCHEDULE ABOVE REFERRED TO:**  
**COMMON AREAS, FACILITIES AND AMENITIES**

1. Common roof, pathways, stair, lobby, drive ways, water tank, lift machine room, septic tank etc.
2. Round the clock security.
3. Elevators.
4. One common toilet on ground floor.
5. Cable TV wiring.
6. CC TV installation with DVR
7. Intercom Facilities
8. Electrical Meter
9. EV Charging Point.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**COMMON EXPENSES**

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.



2. Painting with quality paint as often as may (in the opinion of the Developer till the Association is formed) and subsequently as may be decided by the Association be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.
3. Keeping grounds of the property generally in a neat and tide condition and tending forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
5. Paying such workers as may be necessary in connection with the upkeep of the complex.
6. Insuring the building.
7. Cleaning as necessary of the areas forming parts of the complex.
8. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex.
9. Maintaining and operating the lifts.
10. Providing and arranging for the emptying receptacles for rubbish.
11. Paying all rates taxes duties charges assessments, legal charges and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
12. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
13. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor

and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.

14. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.
15. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Unit.
16. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
17. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Holding Organisation it is reasonable to provide.
18. In such time to be fixed annually as shall be estimated by the Developer/Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
19. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**DEPOSITS/EXTRA CHARGES/TAXES**

- **Upgradation of fixtures and fittings:** improved specifications of construction of the said complex over and above the Specifications described.
- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- **Sinking Fund:**
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipments.
- Diesel Generator Charges and its installation.



- Legal Charges
- **Taxes:** deposits towards Panchayet, Municipal rates and taxes, etc.
- Stamp Duty, Registration Fees, GST, Works Contract Tax, or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over of the Owner' allocation by the Developers to the Owner shall be paid by the Owner.
- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Complex, at actual.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or upgradation of fixtures and fittings.
- **Legal Charges :** all charges of Advocate for drafting Agreement for Sale, nomination Agreement deed of conveyance, other documents etc.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**

**Part - I**

**(Developers' Revenue Allocation)**

All That the 55% (Fifty-Five percent) of the total sale proceeds of the total constructed area or Saleable area of the Said Project / Complex to comprise in various flats, units, apartments, car parking and/or constructed spaces of the buildings to be constructed on the Said Land.

**Part - II**

**(Owners' Revenue Allocation)**

All That the 45% (Forty - Five percent) of the total sale proceeds of the total constructed area or Saleable area of the Said Project / Complex to comprise in various flats, units, apartments, car parking and/or constructed spaces of the buildings to be constructed on the Said Land.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:**

**TITLE DEEDS**

**Owner**

Registered deed of Conveyance dated 27<sup>th</sup> May, 2022, registered before the Additional Registrar of Assurances -III, Kolkata and recorded in Book No. I, Volume No. 1903-

2022, Pages from 340613 to 340634, Being No. 190305894 for the year 2022.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO:**  
**TITLE OF OWNER**

- a. By the Government of West Bengal Housing Department (N.T.P) Branch, Notification No 580-HI/ HG/ NTP-2L- 9/99 (Pt.) Dated 27.10.2006, the State of West Bengal has under Section 29(1) of the West Bengal Housing Board Act 1972 (West Bengal Act XXXII of 1972) transferred a land measuring more or less 54.24 Acres in Mouza Mahisbathan, J.L. No. 18 and Thakdari, J.L.No.19 , under P.S - Rajarhat, District- North 24 Paraganas and by direct purchase which is confirmed by West Bengal Housing Infrastructure Development Corporation Ltd. a Govt. Company incorporated under the Companies Act, 1956 (hereinafter referred to as WBHIDCO) vide their Memo No. 2176/HIDCO/Admn-608/2004, Dated 18.05.2006 & 4602/HIDCO/Admn/608/2004 Dated 11.08.2006 measuring more or less 10.36 Acres land in the same area, totaling an area of 64.60 Acres of land at Action Area- 1C, now CE-1 within CE Block at Rajarhat, New Town, Kolkata, and the West Bengal Housing Board (the BOARD) is in peaceful possession of the same.
- b. The BOARD with a view to provide developed lands for residential accommodation to the Individuals as well as Housing Cooperative Societies as a part of development of a planned town (herein after called the New Town, Kolkata) has, inter-alia, carved out plots of varying measurements at CE Block, Land- CE/1 of Eastern Green Project in New Town, Kolkata.
- c. That one Sri Kausik Bagchi, son of Late Kanan Gopal Bagchi, made an application before the West Bengal Housing Board for purchasing a piece and parcel of land in the said project.
- d. In pursuant to the said application made by the Sri Kausik Bagchi, son of Late Kanan Gopal Bagchi, the BOARD allotted a plot of land in the said project by the Allotment letter dated 11/09/2001, No. 3962 to Sri Kausik Bagchi.



- e. By a registered Deed of Conveyance dated 29.12.2008, which was registered before the Additional Registrar of Assurances-II, Kolkata and duly recorded in Book No. I, CD Volume No. 77, Pages from 3039 to 3048, Being No. 10908 for the year 2008, Said Sri Kausik Bagchi, son of Late Kanan Gopal Bagchi, purchased **All That** piece and parcel of land measuring about 4.49 Cottahs be the same little more or less situated in Plot No. CE/1/B/18, in Block No. CE, Land-CE/1, Action Area-1C, New Town, Police Station Rajarhat, District North 24 Parganas, Pin- 700156, (herein after referred to the **Said Land** morefully described in the First **Schedule** hereto) from West Bengal Housing Board, for the valuable consideration mentioned therein.
- f. By the above said purchase the Said Sri Kausik Bagchi became the absolute owner of the **Said Land** and recorded his name in the record of the New Town Kolkata Development Authority and obtained Assessee No. 017-0212-e-00-00001-12.
- g. Said Sri Kausik Bagchi by a registered deed of Conveyance dated 27<sup>th</sup> May, 2022, registered before the Additional Registrar of Assurances -III, Kolkata and recorded in Book No. I, Volume No. 1903-2022, Pages from 340613 to 340634, Being No. 190305894 for the year 2022 sold conveyed and transferred All That the said Land unto and to the Owners herein.
- h. By the above said purchase the Owners herein became the absolute owner of the **Said Land** and recorded their name in the record of the New Town Kolkata Development Authority and obtained Assessee No. 017-0212-e-00-00002-12.
- i. The Owners also have obtained a G+ IV storied building Sanction plan vide building PIN : 0170021220221017 dated 9<sup>th</sup> November, 2022 sanctioned by the NKDA.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals this day, month and year first above written:

Kamal Kumar Goenka (P)  
Kamal Kumar Goenka

SIGNED SEALED AND DELIVERED  
IN THE PRESENCE OF:

WITNESS:

1. Aparna Maiti  
8, Old Post Office Street  
KOL-1

2. Purna Biswas  
6, Old Post Office Street  
Kolkata - 700001

SHIVOHAM BUILDERS  
Kamal Kumar Goenka  
Partner

SHIVOHAM BUILDERS  
Surfak S  
Partner

Pujasari  
Surfak S

Utkal Koley  
Archona Agarwal  
Surfak S

SIGNATURE OF THE OWNERS  
SHIVOHAM BUILDERS

Surfak S  
Partner  
SHIVOHAM BUILDERS  
Binay Kumar Saha  
Partner

SHIVOHAM BUILDERS  
V.K. Agarwal  
Partner

SHIVOHAM BUILDERS  
Nishant K. Saha  
Partner

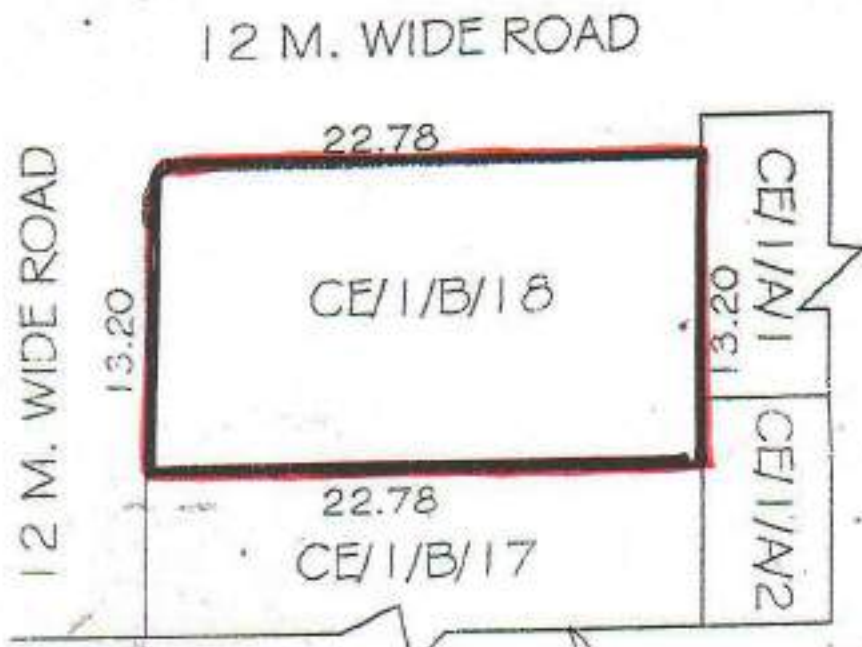
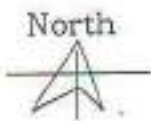
SIGNATURE OF THE DEVELOPER

Drafted by me, Sanjay Mondal  
Mr. Sanjay Mondal, Advocate, Enrolment No. F-315/2002.  
8, Old Post Office Street, 2<sup>nd</sup> Floor, Kolkata 700 001.  
Phone : (033) 22623384 / 9163404745.



**EASTERN GREEN PROJECTS OF WEST BENGAL HOUSING BOARD**  
 Site Plan of Plot CE/1/B/18 of Eastern Greens Project of West Bengal Housing Board in Block CE, Land CE/1, in action area 1C at New Town, Rajarhat, Pin 700 156, Dist. North 24 Parganas.

Area of Land : 4.49 Kattah or 300.7 sq. m (approx)  
 All Dimensions are in Metre  
 Plot is shown by Red Border



*Puja Sengupta*  
*Kunal Kumar Goenka*  
 Kunal Kumar Goenka (HUF)  
 Karta

*Utkal Chandra*  
 Anand Kumar Agarwal  
*Sudip Kumar*

SHIVOHAM BUILDERS  
*Sudip Kumar*  
 Partner

SHIVOHAM BUILDERS  
*Sudip Kumar*  
 Partner

SHIVOHAM BUILDERS  
 Kunal Kumar Goenka  
 Partner

SHIVOHAM BUILDERS  
 V.K. Agarwal  
 Partner

SHIVOHAM BUILDERS  
 Binul Kumar Chandra  
 Partner

SHIVOHAM BUILDERS  
*Nishad Kumar Sengupta*  
 Partner

## SPECIMEN FORM FOR TEN FINGERPRINTS



*Kamal Kumar Gaudin*

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



*Chellu Gopinath*

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



*Kumaraplan*

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



**SPECIMEN FORM FOR TEN FINGERPRINTS**



<i>Arachany Aggarwal</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Pooja Singh</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Deepank Singh</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

## SPECIMEN FORM FOR TEN FINGERPRINTS



*V. K. Agrawal*

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



*Bimal Kumar Singh*

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



*Richard M. Savel*

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





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



192022230206144631

GRN Details

GRN:	192022230206144631	Payment Mode:	Online Payment
GRN Date:	07/12/2022 14:31:35	Bank/Gateway:	State Bank of India
BRN :	CKV5981821	BRN Date:	07/12/2022 14:32:41
GRIPS Payment ID:	071220222020614462	Payment Init. Date:	07/12/2022 14:31:35
Payment Status:	Successful	Payment Ref. No:	2003314842/5/2022

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	Nishant Kr. Saraf Advocate
Address:	8 Old Post Office Street, 2nd Floor Kolkata , West Bengal, 700001
Mobile:	9830235574
E-Mail:	nishantsaraf1976@gmail.com
Contact No:	9830235574
Depositor Status:	Advocate
Query No:	2003314842
Applicant's Name:	Mr SANTOSH RAUT
Identification No:	2003314842/5/2022
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	07/12/2022
Period To (dd/mm/yyyy):	07/12/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003314842/5/2022	Property Registration- Stamp duty	0030-02-103-003-02	35020
2	2003314842/5/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>35041</b>

IN WORDS: THIRTY FIVE THOUSAND FORTY ONE ONLY.

PAYED



# Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



071220222020614462

## GRIPS Payment Detail

GRIPS Payment ID:	071220222020614462	Payment Init. Date:	07/12/2022 14:31:35
Total Amount:	35041	No of GRN:	1
Bank/Gateway:	State Bank of India	Payment Mode:	Online Payment
BRN:	CKV5981821	BRN Date:	07/12/2022 14:32:41
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

## Depositor Details

Depositor's Name: Nishant Kr. Saraf Advocate  
Mobile: 9830235574

## Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230206144631	Directorate of Registration & Stamp Revenue	35041
Total			35041

IN WORDS: THIRTY FIVE THOUSAND FORTY ONE ONLY.

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

PAID



### Major Information of the Deed

Deed No :	I-1903-11387/2022	Date of Registration	08/12/2022
Query No / Year	1903-2003314842/2022	Office where deed is registered	
Query Date	22/11/2022 5:31:35 PM	A.R.A. - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SANTOSH RAUT M/S. NISHANT KR. SARAF ADVOCATES, 8, OLD POST OFFICE STREET, 2ND FLOOR, KOLKATA, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830653195, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 2,06,09,099/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Mouza: Hidco ( Block - C E ), Premises No: 17-0212, JI No: 0, Pin Code : 700156

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	RS-18		Bastu	Bastu	4.49 Katha		2,06,09,099/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>7.4085Dec</b>	<b>0 /-</b>	<b>206,09,099 /-</b>	



#### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>KAMAL KUMAR GOENKA HUF</b> Shree Venkatesh Laxmi Residency-2, Panchawati Complex, V.I.P. Road, Flat No: 5B, City:- Not Specified, P.O:- Airport, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700052 , PAN No.:: aAxxxxxx6K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative



	Name	Photo	Finger Print	Signature
	<b>Mr Vaibhav Lohia</b> Son of Shri Bimal Kumar Lohia Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 08/12/2022 ,Place : Office	 <small>08/12/2022</small>	 <small>LTI 08/12/2022</small>	 <small>08/12/2022</small>
	Flat No: 6A/1 , 6A/2, Lord Sinha Road, City:- Kolkata, P.O:- PARK STREET, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: acxxxxxx9m, Aadhaar No: 44xxxxxxxx0970, Status :Individual, Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 08/12/2022 ,Place : Office			
3	<b>Mr Kumar Manglam Choudhary</b> Son of Jagdish Prasad Choudhary Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 08/12/2022 ,Place : Office	 <small>08/12/2022</small>	 <small>LTI 08/12/2022</small>	 <small>08/12/2022</small>
	22/25, MANOHARPUKUR ROAD, KOLKATA, City:- Not Specified, P.O:- Deshpriya Park, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx0F, Aadhaar No: 24xxxxxxxx7255, Status :Individual, Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 08/12/2022 ,Place : Office			
4	<b>Smt Archana Agarwal</b> Wife of Shri Vinod Kumar Agarwal Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 08/12/2022 ,Place : Office	 <small>08/12/2022</small>	 <small>LTI 08/12/2022</small>	 <small>08/12/2022</small>
	B7, Geetanjali Apartment, V.I.P. Road, Teghoria, Kolkata, City:- Not Specified, P.O:- Hatiyara, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ahxxxxxx5e, Aadhaar No: 56xxxxxxxx6234, Status :Individual, Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 08/12/2022 ,Place : Office			



Name	Photo	Finger Print	Signature
<b>Smt Puja Saraf</b> Wife of Shri Nishant Kr Saraf Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 08/12/2022 ,Place : Office			
	08/12/2022	LTI 08/12/2022	08/12/2022
Block-c, Regent Sagar, V.I.P. Road, Raghunathpur,kolkata, Flat No: C-502, City:- Not Specified, P.O:- Deshbandhunagar, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: bhxxxxx9m, Aadhaar No: 57xxxxxxxx8500, Status :Individual, Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 08/12/2022 ,Place : Office			
Name	Photo	Finger Print	Signature
<b>Mr Deepak Kumar Sarda</b> Son of Shri Ram Lal Sarda Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 08/12/2022 ,Place : Office			
	08/12/2022	LTI 08/12/2022	08/12/2022
48/9, Jessore Road, Tulsi Dham Complex, Lake Town, Kolkata, Flat No: 1C, City:- Not Specified, P.O:- Bangur Avenue, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ajxxxxx4r, Aadhaar No: 48xxxxxxxx0262, Status :Individual, Executed by: Self, Date of Execution: 08/12/2022 , Admitted by: Self, Date of Admission: 08/12/2022 ,Place : Office			

#### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SHIVOHAM BUILDERS</b> THE MERIDIAN, Raghunathpur, V.I.P. Road, Kolkata, City:- Not Specified, P.O:- Deshbandhunagar, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, india, PIN:- 700059 , PAN No.:: AExxxxx5G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr Vinod Kumar Agarwal</b>            Son of Late N C Agarwal            Date of Execution - 08/12/2022, , Admitted by: Self, Date of Admission: 08/12/2022, Place of Admission of Execution: Office         </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Dec 8 2022 12:42PM</td> <td>LTI 08/12/2022</td> <td>08/12/2022</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr Vinod Kumar Agarwal</b> Son of Late N C Agarwal Date of Execution - 08/12/2022, , Admitted by: Self, Date of Admission: 08/12/2022, Place of Admission of Execution: Office					Dec 8 2022 12:42PM	LTI 08/12/2022	08/12/2022
Name	Photo	Finger Print	Signature										
<b>Mr Vinod Kumar Agarwal</b> Son of Late N C Agarwal Date of Execution - 08/12/2022, , Admitted by: Self, Date of Admission: 08/12/2022, Place of Admission of Execution: Office													
	Dec 8 2022 12:42PM	LTI 08/12/2022	08/12/2022										



Gitanjali Apartments, V.I.P. Road, Teghoria, Kolkata, City:- Not Specified, P.O:- Baguiati, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: acxxxxx1d, Aadhaar No: 80xxxxxxxx9640 Status : Representative, Representative of : SHIVOHAM BUILDERS (as PARTNER)

2	Name	Photo	Finger Print	Signature
	<b>Mr Bimal Kumar Lohia</b> Son of Shri Shyamsundar Lohia Date of Execution - 08/12/2022, Admitted by: Self, Date of Admission: 08/12/2022, Place of Admission of Execution: Office	 <small>Dec 8 2022 12:42PM</small>	 <small>LTI 08/12/2022</small>	 <small>08/12/2022</small>

Flat No: 6B, 12c, Lord Sinha Road, City:- Kolkata, P.O:- Park Street, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700071, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: abxxxxx9j, Aadhaar No: 23xxxxxxxx8302 Status : Representative, Representative of : SHIVOHAM BUILDERS (as PARTNER)

3	Name	Photo	Finger Print	Signature
	<b>Shri Kumar Manglam Choudhary</b> Son of Shri Jagdish Prasad Choudhary Date of Execution - 08/12/2022, Admitted by: Self, Date of Admission: 08/12/2022, Place of Admission of Execution: Office	 <small>Dec 8 2022 12:40PM</small>	 <small>LTI 08/12/2022</small>	 <small>08/12/2022</small>

22/25, Manohar Pukur Road, Kolkata, City:- Not Specified, P.O:- Deshpriya Park, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: afxxxxx0f, Aadhaar No: 24xxxxxxxx7255 Status : Representative, Representative of:- SHIVOHAM BUILDERS (as PARTNER)

4	Name	Photo	Finger Print	Signature
	<b>Mr Nishant Kumar Saraf (Presentant)</b> Son of Shri Sushil Kumar Saraf Date of Execution - 08/12/2022, Admitted by: Self, Date of Admission: 08/12/2022, Place of Admission of Execution: Office	 <small>Dec 8 2022 12:48PM</small>	 <small>LTI 08/12/2022</small>	 <small>08/12/2022</small>

Regent Sagar, Block-c, 5th Floor, V.I.P. Road, Kolkata, Flat No: C502, City:- Not Specified, P.O:- Deshbandhunagar, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700052, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.:: azxxxxx2a, Aadhaar No: 48xxxxxxxx1337 Status : Representative, Representative of : SHIVOHAM BUILDERS (as PARTNER)



5	Name	Photo	Finger Print	Signature
	<b>Mr Kamal Kumar Goenka</b> Son of Shri Daoki Nandan Goenka Date of Execution - 08/12/2022, , Admitted by: Self, Date of Admission: 08/12/2022, Place of Admission of Execution: Office	 <small>Dec 8 2022 12:43PM</small>	 <small>LTI 08/12/2022</small>	 <small>08/12/2022</small>
Shree Venkatesh Laxmi Residency-2, Panchavati Complex, VIP Road, Kaikhali, Kolkata, Flat No: 5B, City:- Not Specified, P.O:- AIRPORT, P.S:-Baguiati, District-North 24-Parganas, West Bengal, India, PIN:- 700052, Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, , PAN No.:: adxxxxxx2a, Aadhaar No: 86xxxxxxx9660 Status : Representative, Representative of : KAMAL KUMAR GOENKA HUF (as KARTA), SHIVOHAM BUILDERS (as PARTNER)				
6	Name	Photo	Finger Print	Signature
	<b>Mr DEEPAK KUMAR SARDA</b> Son of Ram Lal Sarda Date of Execution - 08/12/2022, , Admitted by: Self, Date of Admission: 08/12/2022, Place of Admission of Execution: Office	 <small>Dec 8 2022 12:44PM</small>	 <small>LTI 08/12/2022</small>	 <small>08/12/2022</small>
48/9, Jessore Road, Tulsi Dham Complex, Lake Town, Kolkata, Flat No: 1c, City:- Not Specified, P.O:- Bangur Avenue, P.S:-Lake Town, District-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ajxxxxxx4r, Aadhaar No: 48xxxxxxx0262 Status : Representative, Representative of : SHIVOHAM BUILDERS (as PARTNER)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Santosh Raut</b> Son of Mr A Raut 8, City:- Kolkata, P.O:- Gpo, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 <small>08/12/2022</small>	 <small>08/12/2022</small>	 <small>08/12/2022</small>

Identifier Of Mr Vaibhav Lohia , Mr Kumar Manglam Choudhary, Smt Archana Agarwal, Smt Puja Saraf, Mr Deepak Kumar Sarada, Mr Vinod Kumar Agarwal, Mr Bimal Kumar Lohia, Shri Kumar Manglam Choudhary, Mr Nishant Kumar Saraf, Mr Kamal Kumar Goenka, Mr DEEPAK KUMAR SARDA

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	KAMAL KUMAR GOENKA HUF	SHIVOHAM BUILDERS-1.23475 Dec
2	Mr Vaibhav Lohia	SHIVOHAM BUILDERS-1.23475 Dec
3	Mr Kumar Manglam Choudhary	SHIVOHAM BUILDERS-1.23475 Dec
4	Smt Archana Agarwal	SHIVOHAM BUILDERS-1.23475 Dec
5	Smt Puja Saraf	SHIVOHAM BUILDERS-1.23475 Dec
6	Mr Deepak Kumar Sarada	SHIVOHAM BUILDERS-1.23475 Dec



Endorsement For Deed Number : I - 190311387 / 2022

On 08-12-2022

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

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

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

Presented for registration at 12:10 hrs on 08-12-2022, at the Office of the A.R.A. - III KOLKATA by Mr Nishant Kumar Saraf ,

**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 2,06,09,099/-

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

Execution is admitted on 08/12/2022 by 1. Mr Vaibhav Lohia , Son of Shri Bimal Kumar Lohia, Flat No: 6A/1 , 6A/2 Road: Lord Sinha Road , P.O: PARK STREET, Thana: Shakespeare Sarani , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700071, by caste Hindu, by Profession Business, 2. Mr Kumar Manglam Choudhary, Son of Jagdish Praaad Choudhary, 22/25, MANOHARPUKUR ROAD, KOLKATA, P.O: Deshpriya Park, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Business, 3. Smt Archana Agarwal, Wife of Shri Vinod Kumar Agarwal, B7, Geetanjali Apartment, V.I.P. Road, Teghoria, Kolkata, P.O: Hatiyara, Thana: Baguiati , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Service, 4. Smt Puja Saraf, Wife of Shri Nishant Kr Saraf , Block-c, Regent Sagar, V.I.P. Road, Raghunathpur,kolkata, Flat No: C 502, P.O: Deshbandhunagar, Thana: Baguiati , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Service, 5. Mr Deepak Kumar Sarada, Son of Shri Ram Lal Sarada, 48/9, Jessore Road, Tulsi Dham Complex, Lake Town, Kolkata, Flat No: 1C, P.O: Bangur Avenue, Thana: Lake Town , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Business

Identified by Mr Santosh Raut , , Son of Mr A Raut, 8, P.O: Gpo, Thana: Hare Street , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 08-12-2022 by Mr Vinod Kumar Agarwal, PARTNER, SHIVOHAM BUILDERS (Partnership Firm), THE MERIDIAN, Raghunathpur, V.I.P. Road, Kolkata, City:- Not Specified, P.O:- Deshbandhunagar, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by Mr Santosh Raut , , Son of Mr A Raut, 8, P.O: Gpo, Thana: Hare Street , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 08-12-2022 by Mr Bimal Kumar Lohia, PARTNER, SHIVOHAM BUILDERS (Partnership Firm), THE MERIDIAN, Raghunathpur, V.I.P. Road, Kolkata, City:- Not Specified, P.O:- Deshbandhunagar, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by Mr Santosh Raut , , Son of Mr A Raut, 8, P.O: Gpo, Thana: Hare Street , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 08-12-2022 by Shri Kumar Manglam Choudhary, PARTNER, SHIVOHAM BUILDERS (Partnership Firm), THE MERIDIAN, Raghunathpur, V.I.P. Road, Kolkata, City:- Not Specified, P.O:- Deshbandhunagar, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by Mr Santosh Raut , , Son of Mr A Raut, 8, P.O: Gpo, Thana: Hare Street , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 08-12-2022 by Mr Nishant Kumar Saraf, PARTNER, SHIVOHAM BUILDERS (Partnership Firm), THE MERIDIAN, Raghunathpur, V.I.P. Road, Kolkata, City:- Not Specified, P.O:- Deshbandhunagar, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by Mr Santosh Raut , , Son of Mr A Raut, 8, P.O: Gpo, Thana: Hare Street , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

Execution is admitted on 08-12-2022 by Mr Kamal Kumar Goenka, KARTA, KAMAL KUMAR GOENKA HUF (HUF), Shree Venkatesh Laxmi Residency-2, Panchawati Complex, V.I.P. Road, Flat No: 5B, City:- Not Specified, P.O:- Airport, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700052; PARTNER, SHIVOHAM BUILDERS (Partnership Firm), THE MERIDIAN, Raghunathpur, V.I.P. Road, Kolkata, City:- Not Specified, P.O:- Deshbandhunagar, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Identified by Mr Santosh Raut , , Son of Mr A Raut, 8, P.O: Gpo, Thana: Hare Street , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service



Execution is admitted on 08-12-2022 by Mr DEEPAK KUMAR SARDA, PARTNER, SHIVOHAM BUILDERS (Partnership Firm), THE MERIDIAN, Raghunathpur, V.I.P. Road, Kolkata, City:- Not Specified, P.O:- Deshbandhunagar, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700059

Indetified by Mr Santosh Raut, , Son of Mr A Raut, 8, P.O: Gpo, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- ( E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 07/12/2022 2:32PM with Govt. Ref. No: 192022230206144631 on 07-12-2022, Amount Rs: 21/-, Bank State Bank of India ( SBIN0000001), Ref. No. CKV5981821 on 07-12-2022, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,020/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 149183, Amount: Rs.5,000.00/-, Date of Purchase: 06/12/2022, Vendor name: SURANJAN MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 07/12/2022 2:32PM with Govt. Ref. No: 192022230206144631 on 07-12-2022, Amount Rs: 35,020/-, Bank State Bank of India ( SBIN0000001), Ref. No. CKV5981821 on 07-12-2022, Head of Account 0030-02-103-003-02

*S-a*

**Samar Kumar Pramanick**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - III KOLKATA**  
**Kolkata, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2022, Page from 534475 to 534513

being No 190311387 for the year 2022.



*Samar Kumar Pramanick*

Digitally signed by Samar kumar  
pramanick  
Date: 2022.12.10 11:23:39 +05:30  
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2022/12/10 11:23:39 AM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - III KOLKATA  
West Bengal.

(This document is digitally signed.)





Additional Registrar of  
Assurances, Kolkata

- 8 DEC 2020