Q5197/23

I-5722/23

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

AP 176735

26/04/2023

2001023806/2022

7-50 P.M.

Certified thet the document is admitted the Registration. The signature sheets and the endroesement sheets attached with the document are the part of this document.

District Sub-Registrar
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28 APR 2023

26-4-23

26-4-23

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 26th day of April ,2023.

7-50 P.M.

26/4/23

3029

Sold to. Lombarman wood pvt Ltd
Address 1/1a Vansetrat Row kol-1
Value Lac

18 APR 2023

18 APR 2023 L.S.V., High Court
Abhijit Sarkar
High Court, A.S

– Bijoy Padia

3486

– Bijoy Padia

3487

Identified by me
Anita Patra
w/o Sibdas Patra
37, Kanta Pukur Lane
Kadamtala. Howrah- 711107
P.O- Kadamtala. PS- Bantra

Office of the Dist. Sub-Registrar IV
Alipore, Kol-27

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BY AND BETWEEN

Mr. Keshar Chand Padia, son of Late Dwarka Das Padia, by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at 87, Southern Avenue, Kolkata – 700 029 P.O. Sarat Bose Road and P.S. Tollygunge having Income Tax PAN No. **AIKPP4911F** and Aadhar No. **710785887742** represented by his Constituted Attorney Mr. Vijay Padia, son of Mr. Keshar Chand Padia, by faith – Hindu, by Nationality – Indian, by occupation - Business, residing at - 87,Southern Avenue, Kolkata – 700 029, P.O. Sarat Bose Road and P.S. Tollygunge, having Income Tax PAN No. **AAHPP2801R** and Aadhar No. **567162615095** hereinafter referred to as the "**LANDLORD/OWNER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

Lumberman Wood Private Limited (CIN No. U5190WB1993PTC057371), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 1/1a Vanistrat Row, Kolkata – 700001 and having Income Tax PAN No. - **AAACL4469K**, P.O. Kolkata G.P.O and P.S. Hare Street, represented by its authorized signatory Mr. Vijay Padia, son of Mr. Keshar Chand Padia, by faith – Hindu, by Nationality – Indian, by occupation - Business, residing at - 87,Southern Avenue, Kolkata – 700 029 P.O. Sarat Bose Road and P.S Tollygunge, having Income Tax PAN No. **AAHPP2801R** and Aadhar No. **567162615095** authorized vide board resolution dated 24.04.2023 hereinafter referred to as the "**DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its Successors, Successors –in-interest, assigns and agents) of the **OTHER PART.**

WHEREAS :

1) Sadasiv Sengupta, Ranajit Kumar Sengupta, Dilip Kumar Sen, Smt. Anima Das Gupta, Smt. Dipti Roy, Devabrata Sen, Smt. Sabita Sen and Smt. Kanta Mazumder

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jointly sold the land measuring more or less 6 Cottahs being plot No.5., situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in C.S.,R.S. & L.R. Dag No. 9, Touzi No. – 260, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, on 30/3/1981 to SRI DAMODAR DAS PADIA alias DAMODAR PADIA registered at Sonarpur S.R. office and recorded in Book No. 1, Volume No. 24, Pages – 271 to 279, being No. 1590 for the year 1981 and after purchasing the aforesaid property, the said SRI DAMODAR DAS PADIA alias DAMODAR PADIA.

2) By virtue of the said being No. 1590 for the year 1981 the said SRI DAMODAR DAS PADIA alias DAMODAR PADIA became the owner of 6 Cottahs and got the property recorded in his name in the L.R. Records of Rights, Touzi No. – 260,R.S. No. 131 vide L.R. Khatian No. 617 and also in the Municipal records, vide Holding No. 129 Uttar Kumrakhali, Ward No – 27.

3) Sri Anand Padia, son of Late Sanwarmal Padia gifted all that land admeasuring more or less 6 Cottahs 3 Chattaks 5 Sq.ft. being Plot No.1, situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260,R.S. No. 131 comprising in C.S., R.S. && L.R. Dag No. 9, Touzi No. – 260, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 1343, on 25/8/2009 as a gift to SRI KESAR CHAND PADIA registered at A.R.A. – I, Kolkata and recorded in Book No. 1, C.D. Volume No. 20, Pages – 6278 to 6294, being No. 8999 for the year 2009.

4) Smt. Pushpa Agarwal, Sanjoy Agarwal, Smt. Vandhana Agarwal, Smt. Sangetta Goyel and Smt. Neema Choudhury gifted all that land admeasuring more or less 6 Cottahs being plot No. 2, situated and lying at Mouza – Kumrakhali, J.L.No. 48, Touzi No. – 260,R.S. No. 131 comprising in R.S & L.R. Dag No. 9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 581, on 18/8/2009 as a gift to SRI KESHAR CHAND PADIA registered at A.R.A – I, Kolkata and recorded in Book No. 1 C.D. Volume No. 20, Pages – 1290 to 1308, being No. 8762 for the year 2009.

5) Sadasiv Sengupta, Ranajit Kumar Sengupta, Dilip Kumar Sen, Smt. Anima Das Gupta, Smt. Dipti Roy, Devabrata Sen, Smt. Sabita Sen and Smt. Kanta Mazumder jointly sold the land measuring more or less 6 Cottahs being plot No. 3, situated and

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lying at Mouza – Kumrakhali, J.L No. 48, Touzi No. – 260,R.S. No. 131 comprising in R.S. & L.R. Dag No. 9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, on 30/3/1981 to SRI KESHAR CHAND PADIA registered at S.R. Sonarpur office and recorded in Book No. 1, Volume No. 24, Pages – 236 to 243, being No. 1586 for the year 1981.

6) Sri Gopal Chand Padia, son of Late Dwarka Das Padia gifted all that the land admeasuring more or less 6 Cottahs being plot No. 4, situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260,R.S. No. 131 comprising in R.S & L.R. Dag No. 9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 488 on 19/8/2009 as a gift to SRI KESHAR CHAND PADIA registered at A.R.A – 1, Kolkata and recorded in Book No. 1, C.D. Volume No. 20, Pages - 1576 to 1591, being No. 8780 for the year 2009.

7) By the aforementioned Deeds being nos. 8999 for the year 2009; 8762 for the year 2009; 1586 for the year 1981 and 8780 for the year 2009 the said SRI KESHAR CHAND PADIA became the absolute owner of all that 24 cottahs 3 chattaks 5 sq. ft. of land in plot nos. 1, 2, 3 and 4 situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260,R.S. No. 131 comprising in R.S & L.R. Dag No. 9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239got the property recorded in his name in Municipal office, vide Holding No. 125, 126, Uttar Kumrakhali, Ward No. 27.

8) That thereafter vide a Deed of Gift being No. 14562 for the year 2012 recorded in Book – I, CD Volume No. – 38, Pages 2443 to 2462 registered with the office of ADSR Sonarpur Lumberman Wood Private Limited, the Promoter herein (being the erstwhile owner) gifted all that undivided 4 Chattaks out of its 12 cottahs of land comprised in Plot Nos. 6 & 7 in the said premises situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in C.S., R.S & L.R. Dag No. 9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 1171, 1172, 1214/1, Holding Nos. 130 & 131, Uttar Kumrakhali, Ward No. 27 under Rajpur – Sonarpur Municipality, P.S. Sonarpur, District South 24 Parganas to the said SRI KESHAR CHAND PADIA & SRI. DAMODAR DAS PADIA alias DAMODAR PADIA.

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9) Simultaneously vide a Deed of Gift being no. 14557 for the year 2012 recorded in Book No. 1, CD Volume No. 38, pages 2475 to 2496 registered with ADSR Sonarpur, the said SRI. KESHAR CHAND PADIA & SRI. DAMODAR DAS PADIA alias DAMODAR PADIA gifted all that undermarketed 4 chattaks out of their 30 cottahs 3 chattaks 5 sq. ft. of land in the said premises situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260, R.S. No. 131 comprising in C.S., R.S & L.R. Dag No. 9 appertaining to C.S. Khatian No. 574, R.S Khatian No. 1239, L.R. Khatian Nos. 1343, 581, 488, 432 & 617, Holding Nos. 125, 126, 128 & 129, Uttar Kumrakhali, Ward No. 27 under Rajpur-Sonarpur Municipality, P.S. Sonarpur, District South 24 Parganas to Lumberman Wood Private Limited, the promoter herein.

10) Thereafter vide a Deed of Gift being no. 1681 for the year 2016 recorded in Book No. 1, Volume No. 1629-2016, Pages from 35776 to 35791 registered with the office of ADSR Garia, the said SRI. DAMODAR DAS PADIA alias DAMODAR PADIA gifted all that undivided 6 cottahs of land out of the total 42 cottahs 3 chattaks and 5 sq. ft. situated and lying at Mouza – Kumrakhali, J.L. No. 48, R.S. No. 131, Touzi No. 260, P.S. Sonarpur, Pargana – Medanmolla, Touzi No. – 260,R.S. No. 131 comprised in R.S & L.R. Dag No. 9 appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 617, Holding No. 125, Uttar Kumrakhali, Ward No. 27 of Rajpur Sonarpur Municipality, District South 24 Parganas in favour of SRI KESHAR CHAND PADIA.

11) Thus by virtue of the said Deed of Gift being no. 1681 for the year 2016 and Deed of Gift being no. 14562 for the year 2012 along with Deed being nos. No. 8999 for the year 2009; being No. 8762 for the year 2009; being No. 1586 for the year 1981 and being No. 8780 for the year 2009, the said SRI KESHAR CHAND PADIA became the absolute owner of all that 30 cottahs 3 chattak 5 sq. ft. of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, Touzi No. – 260,R.S. No. 131 comprising in R.S & L.R. Dag No. 9 appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 617, 1171, 1172, 1214/1, 488, 432, 581, 1343.

12) The owner got all that total land admeasuring that 30 cottahs 3 chattak 5 sq. ft. of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S. and L.R. Dag No.9, Touzi No. – 260, Holding No. 125, Uttar Kumrokhali mutated in his name under Rajpur-Sonarpur Municipality

13) That the Owner herein is thus absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the entirety of the said premises, be the same a little more or less, more fully and particularly described in the Schedule hereunder (hereafter referred to as the "said premises").

14) That the Developer is also the owner of a contagious piece of land being 12 cottahs situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S & L.R. Dag No. 9Touzi No. – 260, Holding No. 125, Uttar Kumrokhali under Rajpur-Sonarpur Municipality.

15) That for the purpose of an integrated development of the said Premises, the Owner has approached the Developer herein to develop the said premises by constructing a Commercial cum Residential complex including car parking space, to which the Developer has agreed on the terms and conditions stated hereunder.

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

I. DEFINITIONS

In this Agreement, unless specifically mentioned–

a) **ARCHITECT** shall mean any person or Firm or Company registered as an architect under the provisions of the Architects Act, 1972 (10 of 1972).

b) **ARBITRATOR** shall mean and include the Sole Arbitrator as appointed mutually by the parties to this agreement as mentioned in clause 'XXIV' hereunder.

c) **CARPET AREA** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. (As per RERA Act.)

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d) **COMMERCIAL CUM RESIDENTIAL COMPLEX** shall mean and include the building or buildings to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the Sonarpur Rajpur Municipality or any other sanctioning authority as the case may be for the time being prevailing as per the plan or plans sanctioned by Sonarpur Rajpur Minicipality or any other sanctioning authority as the case may be.

e) **DEVELOPER** shall mean the said Lumberman Wood Private Limited, a company incorporated under the Companies Act 1956, having its registered office at 1/1A Vanistrat Row, Kolkata – 700 001 and its successors-in-office.

f) **OWNER** shall mean **Mr. Keshar Chand Padia** residing at 87, Southern Avenue, Kolkata – 700 029 represented by his Constituted Attorney Mr. Vijay Padia, son of Mr. Keshar Chand Padia, by faith – Hindu, by Nationality – Indian, by occupation - Business, residing at – 87, Southern Avenue, Kolkata – 700 029 including his heirs, executors, administrators, legal representatives and assigns.

g) **PREMISES** shall mean all that piece or parcel of land admeasuring about 30 cottahs 3 chattak 5 sq. ft. of land situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in R.S. and L.R. Dag No.9, Touzi No. – 260, Holding No. 125, Uttar Kumrakhali, hereinafter referred to as the **"Said Premises"** the details of which are more clearly and fully described in the **Schedule - A**.

h) **PROJECT** shall mean the Commercial Cum Residential Complex by the name of **"Southern Woods"**.

i) **REVENUE SHARING** shall mean the ratio as explained in Clause 'IX' hereunder.

j) **SALE** shall mean and include Flat Value, Right to Car Park and Two-Wheeler, Floor rise escalation, PLC and Club charges only for the Residential and Commercial Allottees.

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k) **SQUARE FEET** wherever appearing shall mean and include Carpet area.

l) **THE PLAN** shall mean the plan or plans, elevations, designs, drawings and specifications of the building or buildings sanctioned by Sonarpur Rajpur Municipality bearing no. 132/REV/CB/27/80 dated 29.10.2022 valid up to 29.10. 2025 including modification or variation thereon which may be made from time to time.

m) **THE CONSULTANT** shall mean and include legal consultants, marketing consultants, media planner, communication consultants etc.

n) **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for affecting what is understood as a transfer for space in a commercial cum residential complex to purchasers thereof although the same may not amount to a transfer in Law. The transfer shall be complete only upon the registration of the documents as per the provisions of the Transfer of Property Act, 1882 and Sec 17(1)(b) of the Registration Act, 1908.

o) **TRANSFEREE** shall mean a person, persons, firm, Limited Company, Association of persons, NRI, Foreigner to whom any space and/or unit in the building or buildings to be constructed at the said premises, has been transferred.

p) **UNIT/ APARTMENT / FLAT** shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed area capable of being occupied and enjoyed independently at the building or buildings to be constructed at the said Premises.

q) **WORDS** importing singular shall include plural and vice versa.

r) **WORDS** importing masculine gender shall include feminine and neuter genders and vice versa.

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II. COMMEMCEMENT

This Agreement shall be deemed to have been commenced on and with effect from the date of its execution.

III. OWNERS' RIGHTS & REPRESENTATIONS

The Owner represents and covenants that:

a) The Owner is absolutely seized and possessed or otherwise well and sufficiently entitled to the entirety of the said Premises, more fully and particularly described in Schedule **A** hereunder written.

b) Excepting the Owner, no other person or persons has any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.

c) The said premises is free from all encumbrances, liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever, subject to charges on the said premises as on existing with various Banks and/or Financial Institutions.

d) There are no Thikka Tenants in the said premises.

e) There is no subsisting agreement for the sale and/or development of the said premises with any other party or parties by the Owner.

f) It is distinctly agreed and understood by and between the parties hereto that the Owner shall sign on all such forms and papers as would be required by the Developer.

g) All that municipal taxes, khazanas, rates and taxes and any other outgoings in respect of the said premises has been paid and/or shall be paid/payable by the Owner up to the date of handover of the said premises to the Developer.

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IV. DEVELOPER'S RIGHTS

a) The Owner hereby grant, subject to what has herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said Premises and construct the new building or buildings at the said premises in accordance with the plan or plans sanctioned by the Sonarpur Rajpur Municipality or any other sanctioning authority as the case may be with or without any modification and/or amendment thereto made or caused to be made by the parties hereto.

b) All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction / modifications from the appropriate authorities, shall be prepared by the Developer at its own cost and shall be signed by the Owner and submitted by the Developer on behalf of the Owner. All costs, charges and expenses required to be paid or deposited for submission of such modified plan or plans to the Rajpur Sonarpur Municipality or any other sanctioning authority as the case may be and other authorities shall be borne and met by the Developer **PROVIDED HOWEVER** that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer in connection therewith.

c) Nothing in these presents shall be construed as a demise or assignment creating any charge or conveyance in Law by the Owner of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof of the Developer other than an exclusive License to the Developer to commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new building or buildings to be developed at the said premises in the manner hereinbefore and hereinafter stated.

V. CONSIDERATION AND SECURITY DEPOSIT

a) In consideration of the Owner allowing the Developer to develop the said premises, the Developer shall pay a sum equivalent to Rs. 25,00,000/- (Rupees Twenty-Five Lacs) being Interest Free refundable security deposit.

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b) The Interest Free Security Deposit so paid by the Developer to the OWNER shall be refunded on handing over 100% of the possession.

c) The Interest Free Security Deposit shall be refundable after obtaining completion certificate for the above-mentioned project and after fulfilling all the obligations as contained in this Development Agreement.

VI. POSSESSION

The Owner shall hand over possession of the said premises thereof free from all encumbrances subjected to the charges in favour of the Banks/ Financial Institutions, converted, mutated with demarcated possession with boundary wall on all sides land/area simultaneously with the execution of this agreement.

VII. PROCEDURE

a) The Owner shall grant a Power of Attorney in the form and manner as drafted by the Advocates of the Developer and consented by the Owner in favour of Mr. Vijay Padia, the Director of Lumberman Wood Pvt. Ltd. or other Nominees of the Developer, for the purpose of development of the new building or buildings at the said premises and also for pursuing and following up the matter with the Rajpur Sonarpur Municipality or other statutory authorities, Govt. Agencies and any other sanctioning authority as the case may be.

b) The Original Title Deed and all other papers and documents relating to the Said premises shall be handed over to the Developer at the time of execution of this Agreement.

c) All the remainders of the deposits such as Maintenance Deposit and Corpus Deposit collected by the Developer shall be transferred to the Association/Co-operative society so formed after the completion of the Project on its formation. None of the Parties shall have any claim over it.

VIII. CONSTRUCTION AND DEVELOPMENT

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a) The Developer shall at its own costs, construct, erect, and complete the new building or buildings at the said Premises in accordance with the sanctioned plan with good and standard materials as may be specified by the Architects from time to time.

b) The quality of the materials to be used by the Developer in construction of the building shall be certified by the Architect from time to time and unless the same is certified, the said materials would not be used by the Developer.

c) Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification as may be decide by the Developer shall be final and binding upon the parties hereto.

d) The Developer shall install and erect in the said new building or buildings, at its own costs, lifts, pumps, tube-well, water storage tanks, overhead reservoirs, electrification, permanent electric connections obtained from the concerned Electricity Board/Authority and until permanent electric connection is obtained, temporary electric connection shall be provided and other facilities as are required to be provided in a residential and/or multi-storied building in having self-contained apartments and constructed for sale of constructed areas therein on ownership basis and as mutually agreed to.

e) The Developer shall be authorized in the name of the Owner so far as is necessary to apply for and obtain quota entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the new building or buildings and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owner shall execute, in favour of Mr. Vijay Padia, Director of Lumberman Wood Pvt. Ltd. or other Nominees, Power(s) of Attorney and other authorities as shall be required by the Developer. All costs, charges and expenses thereof shall be borne and met by the Developer and the Developer shall be absolutely liable in respect of obtaining quotas, entitlement, other allocations and other government permits and for its users thereof. The

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details of the specifications and facilities are more fully and clearly described in **Schedule – B** hereto.

f) The Developer shall at its own costs and expenses, construct and complete the said new building or buildings and various units and/or apartments therein in accordance with the building sanction plan and any amendment thereto or modification thereof made or caused to be made by the Developer.

g) The name of the Commercial cum Residential Project to be developed on the Said Premises has been decided by the Owner & Developer jointly as **"Southern Woods"**.

h) The Developer may appoint and/or avail the services of Third Parties for the purpose of carrying out its duties and obligations as provided for in this Agreement and the Owner shall not have any objections in relation to such appointment by the Developer.

i) All costs, charges and expenses, including Architect's fees, or any damage, loss caused owing to negligence, carelessness and/or any other reason during the construction or erection of the building or buildings at the said premises shall be discharged by the Developer and the Owner shall bear no responsibility in this context.

j) It is hereby expressly agreed that, if at any time in future, the said Premises becomes entitled to avail of any increased /additional FAR, in any manner whatsoever, the **DEVELOPER** shall be entitled to utilize the same by constructing additional floors on the buildings or elsewhere and/or by constructing one or more residential or on the said Premises, as they may deem fit, and the ONWER shall be deemed to have granted his/her/their consent to such additional construction by executing this Agreement.

k) In case the developer fails to complete the construction of the project in the prescribed time in any manner whatsoever, the promoter by giving prior intimation to the Developer shall continue and finish the construction works at his own cost which shall be later indemnified by the Developer.

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l) The Allotee(s) after taking possession in the said project shall not change the tiles, electric wire and the plumbing lines of the allotted apartment and in the event any such changes are made by the allottee, the allottee(s) shall remain liable for the damages caused to the apartment/ building due to such acts.

IX. REVENUE SHARING & SALES

a) The Revenues relating to the development being carried out at this Premises shall be shared between the Owner in the ration of 60:40 i.e., Developer's share is 60% and Owner's share is 40%.

b) The Revenue Sharing in respect of the Project being carried on the Said Premises shall mean and include all the consideration in respect of the said Project but shall not include the reimbursable expense being the deposits and specific charges more clearly described in **Schedule - C** herewith.

c) The Reimbursable Expenses as specified and mentioned in **Schedule - C** herewith shall accrue only to the Developer and the Owner shall not have any claim and/or right over it.

d) The sale of commercial & residential apartments and spaces as developed on the Said Premises shall be done jointly by the **OWNER** and the **DEVELOPER** through professional brokers and/or marketing agents.

e) The Brokerage and Sales Costs incidental thereto at actually paid to external agencies will be shared and/or borne in their respective revenue sharing ratio as mentioned hereinabove and hereinafter.

f) The Owner shall be liable to the Developer for GST in respect of her share of constructed property registered in her name and shall pay the same to the Developer.

X. SECURITY INTEREST

a) The developer shall be entitled to create charge / mortgage /lien over and in respect of the developer's constructed area together with the proportionate share in the land in favor of the banks or the financial institutions or private

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financiers, equity funds, insurance companies and/or any other financier for the purpose of raising funds for the completion of the project. No further consent from the owner shall be necessary for this purpose.

b) The owner shall allow the Developer to use the original documents of title for the purpose of raising funds against mortgage of the said documents as mentioned in paragraph above, so the completion of the project does not get delayed.

XI. HOLDING ASSOCIATION

a) At the time of handing over of the constructed units to the intending buyers and/or investors including the developer and the owner, the developer shall form a holding organization or association as may be deemed fit and proper for the purpose of maintenance of the building on regular basis. The Holding association may be in the form of a society. The Developer shall make rules and regulations and also the various provisions for the said holding association.

b) The said rules and regulations shall be binding upon all the unit holders including upon the developer and the owner for any of the units of their respective share remaining unsold. The parties agree that for the unsold units the rules that may be framed for holding association shall be equally applicable and enforceable as if for the said unsold unit the developer and /or owner are the intending buyers.

XII. OWNERS' OBLIGATIONS

a) The Owner hereby agrees and covenant with the Developer not to cause any interference or hindrance in the construction of the said building or buildings at the said land by the Developer, but the Owner shall have the right to supervise the construction of the new building or buildings at the said land either personally or by employing experts at their own costs.

b) The Owner hereby agrees and covenant with the Developer not to do any act or deed or thing whereby the marketing agents or professional brokers

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appointed for sale are or may be prevented from selling, and/or disposing of any part of the new building or buildings constructed at the said premises.

c) The Owner agrees to get all the land mutated, converted and also obtain other certificates as applicable and required.

d) The Owner agrees not to enter into any agreement for development or otherwise in relation to the Said premises for development or otherwise till such time this Agreement is in force.

e) The Owner agrees to execute all legal and regulatory deeds, documents and instruments as may be necessary and /or required from time to time including Power of Attorney in favour of the Developer's Nominee so as to carry on Development.

f) For the purpose of obtaining all consents, to sign and execute all deeds, documents and instruments as may be necessary and/or required to enable the Developer to undertake construction in accordance with the Sanctioned Building Drawings.

g) The Owner agrees to sign such other and further documents, letters, undertakings, Agreements, Affidavits, Declaration by whatever name called in furtherance of this Agreement as may be required by Developer or its Advocates.

h) The Owner shall pay khazana in respect of the Said premises whether outstanding today or that may accrue and become payable in full for the period accruing before the execution of this agreement.

XIII. DEVELOPER'S OBLIGATIONS

a) The Developer hereby agrees and covenants with the Owner to complete the construction of the new building or buildings at the said premises in terms of the sanction plan bearing no. 132/REV/CB/27/80 dated 29.10.2022 valid upto 29.10.2025 in a phased manner within the period ending on 31.10.2026 (for building height upto 39.5 metres from the plinth level) from the date of receipt of

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all permits and sanctions by the statutory authorities and upon obtaining the License to enter into the said premises from the Owner for the purpose of development. In case the building height is more than 39.5 from the plinth level then such construction period shall be updated from time to time as and when required.

b) The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said premises.

c) The Developer at all times shall supervise the working of the brokers to ensure that he is carrying out activities in a manner that is consistent with this agreement.

d) The Developer shall follow the norms as laid down by the Indian Green Building Council and the WBRERA Rules and Regulations for the purpose of development of this instant project.

e) The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the marketing agents or professional brokers appointed for sale are or may be prevented from selling, and/or disposing of any part of the new building or buildings constructed at the said premises.

f) The Developer shall not be deemed to have been defaulted or not fulfilled its obligation contained herein if the same cannot be performed, fulfilled or done due to the circumstances contained in Force Majeure in clause herein.

g) All costs, charges and expenses in connection with completion of the construction of the building or buildings at the said premises in accordance with the sanctioned plan or plans with or without any modification, shall be borne and met by the Developer.

XIV. OWNERS' INDEMNITY

a) That the said premises is free from all encumbrances liens, lispendens, subject to charges on the said premises as on existing with various Banks and/or

Financial Institutions, converted, mutated with demarcated possession with boundary wall on all sides.

b) The Owner hereby undertake that the Developer shall be entitled to the said construction without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and/or its part to be observed and performed.

c) The Owner hereby undertakes to keep the Developer indemnified against all third-party claims and actions against the said premises.

d) The Owner hereby undertakes to keep Developer indemnified against all action, suits, costs, proceedings and claims that may arise out of the Owners action with regards to the Development of the commercial cum residential Complex and /or for any defect therein.

XV. DEVELOPER'S INDEMNITY

a) The Developer hereby undertake to keep the Owner indemnified against all third-party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building or buildings at the said premises.

b) The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building or buildings at the said premises and/or for any defect thereon and/or for dealing with the Developer's allocation as well as the Owners' share.

XVI. JOINT OBLIGATIONS OF BOTH THE PARTIES

a) The critical and the key decision of development shall be taken jointly by the **OWNER** and the **Developer**. The critical and key decisions include but are not limited to the following:

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i. Appointments of Architects, MEP & Structural Consultants
ii. Designing of the Project
iii. Appointment of Sales Consultants/Brokers/Creative Agency
iv. Specifications of the Project
v. Sales and Pricing Policy
vi. Marketing Strategy.

b) The regular day-to-day management of the project shall be done by the **Developer**. A system of reporting and co-ordination between the **Owner** and the **Developer** shall be framed and decided mutually by the parties and the further reporting shall be done adhering to such framework as decided.

c) At a later date on mutual consultation an operations manager will be appointed at joint cost to effectively coordinate between both parties and ensure effective management and implementation of this agreement.

XVII. ASSIGNMENT

The owner hereby assigns the signing and execution power for and on behalf of the owner in favour of Mr. Vijay Padia which assignment shall come into effect only in case of the owner becoming indisposed and/ or incapable of executing and performing its own obligation in terms of this Development Agreement. In such a situation, the assignee being Mr. Vijay Padia, director of Lumberman Wood Pvt. Ltd. by virtue of an assignment agreement, shall have all powers to execute and perform and fulfill all obligations of the owner as may be deemed necessary and as if such performance is being done by the owner himself. This assignment shall be irrevocable and cannot be changed either by the legal heir and/ or successors of the owner and/ or any third party in any manner whatsoever and/ or at any stage and will remain valid till such time all obligations are fulfilled in terms of this Development Agreement.

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XVIII. TRANSFER

The final transfer of the Apartments/ Flats/ Units to the intending buyer shall be done by way of execution of Deed of Conveyance. The Conveyance Deed shall be executed under the signature of both the Owner and Developer or through their POA. The transfer to either Landowner or Developer shall also be done in the above manner.

XIX. TERMINATION

a) This Agreement shall automatically be terminated upon obtaining the Completion Certificate and upon fulfilment of all the obligations contained in it.

b) This Agreement can be terminated at the option of either party in the event there is any breach of any of the terms of this Agreement upon giving each other 30 days' notice period within which the parties shall have the option to remedy his/ its defects. In the event the default persists after the remedy period of 30days the agreement shall be terminated.

XX. MISCELLANEOUS

a) Any and all presentations, technical know-how, reports, plans and any other documentation and material prepared by the Developer and received by Owner under this Agreement and any and all information, concepts, ideas and other results of whatever nature, including any all intellectual property right with respect thereto, which in any way relate to the Development of the Premises or the work otherwise performed by the Developer for Owner under this Agreement, shall be exclusively owned by the Developer.

b) It is understood that from time to time to facilitate the construction of the new building or buildings at the said premises by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been

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mentioned herein, and the Owner hereby undertakes to do all such acts, deeds, matters and things may be reasonably required to be done in the matter and the Owner shall execute any such additional Power (s) of Attorney and/or authority as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts deeds matters and things do not in any way infringe on the right of the Owner and/or go against the spirit of this Agreement.

c) The Developer and the Owner shall mutually frame the Scheme for the management and administration of the said building or buildings at the said premises and/or common parts thereof till the time Association is formed. The Owner hereby agrees to abide by all the Rules and Regulations of such Management/Society/Association/Holding Organization and hereby give their consent to abide by the same.

d) As and from the date of completion of the new building or buildings, the Developer and/or its transferees and the Owner and/or their transferees shall each be liable to pay and bear charges on account of taxes payable as per their Revenue Sharing Ratio.

XXI. FORCE MAJEURE

a) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

b) Force Majeure shall mean;

i. War (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the Development.

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ii. Riot, insurrection or other civil commotion, in each case in around the Said Premises and affecting Development.

iii. Any affect of the natural elements, including lighting, fire, earthquake, tidal wave, flood, storm, cyclone, typhoon or tornado, in or around the Said Premises and affecting Development.

iv. Declaration of Covid-19 and / or any pandemic / epidemic.

v. Labour Unrest

vi. Abnormal Increase in prices of raw materials or shortage of supply thereof

vii. Non-performance by contractors

viii. Acts of Gods

ix. Recession in economy or in the industry.

x. Prohibitory / Restrictive orders from any Court of Law or Judicial or Quasi - Judicial Authorities, Statutory Bodies or Departments, Municipalities, Governments.

xi. Tempest

XXII. CONFIDENTIALITY

a) No party shall, without the prior written consent of the other Party, at any time divulge or disclose or suffer or permit its servant or agents to divulge or disclose to any person any information which is by its nature or is marked as proprietary material or " confidential ", concerning the other (including any information concerning the contents of this Agreement) except to its officers, directors, employers, agents, representatives and professional advisors or as may berequired by any law, rule regulation or any judicial process; provided, however, that a party, with the written consent of the other Party, may issue press releases containing non-sensitive information in relation to the progress of the Development being carried out at the Said Premises. This provision shall not apply to information:

i. Already in the public domain, otherwise than by breach of this Agreement;

ii. Already in the possession of the receiving Party on a lawful basis before it was received from the other Party in connection with this

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Agreement and which was not obtained under any obligation of confidentially:

1. Obtained from a third party who is free to divulge the same and which was not obtained under any obligation of confidentiality;
2. Which is required to be disclosed by judicial, administrative or stock exchange process, any enquiry, investigation, action suit, proceeding or claim or otherwise by or under any Applicable Law or by any government authority.

XXIII. NOTICES

Notices, demand or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by speed post with recorded delivery, or by fax addressed to the intended recipient at its address or through email with delivery report set out in this Agreement or to such other address or telefax number or email as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served(if given or made by fax) on the next following business day in the place or receipt (of if given by speed post with acknowledgement due) two days after posting and proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

ADDRESS OF Owner
Kind Atten. To Mr. Keshar Chand Padia,
87, Southern Avenue,
Kolkata – 700 029

ADDRESS OF Developer
Kind Atten. to Mr. Vijay Padia,
Director,

(Seal), Office of the Dist. Sub-Registrar IV
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Lumberman Wood Pvt. Ltd.,
1/1a Vanistrat Row,
Kolkata – 700 001

XXIV. DISPUTE RESOLUTION

a) In case of any dispute, differences or questions arising between the parties with regard to the interpretation, meaning or scope of this Agreement or any rights and liabilities of the parties under this Agreement or out of this Agreement or in any manner whatsoever concerning this Agreement, the parties shall endeavor to settle the dispute amicably. In case no amicable settlement is arrived, the same shall be referred to the sole arbitrator mutually appointed by both the parties to this Agreement. The arbitration shall be held according to the rules of the Arbitration and Conciliation Act, 1996, and/or statutory modification or enactment thereto and the Award made and published by the Arbitrators shall be final and binding on the parties. Arbitration shall be held in Kolkata and the language shall be in English.

b) Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is published; the parties shall continue to perform all of their obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

c) The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and rulings shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d) The fees and expenses of the arbitrators and all other expenses of the arbitration shall be initially borne and paid by respective Parties subject to determination by the arbitrators. The arbitrators may provide in the arbitral award for the reimbursement to the prevailing party of its costs and expenses in bringing or defending the arbitration claim, including legal fees and expenses incurred by Party.

XXV. WAIVER

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No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the Parties hereto shall not constitute a waiver by such Party of the right to pursue any other available remedy.

XXVI. SEVERABILITY

If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XXVII. MODIFICATIONS

The Agreement (together with schedules and annexure, if any) constitutes the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this Agreement shall be effective unless made in writing specification referring to this Agreement and duly signed by the parties hereto.

XXVIII. COUNTERPART

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.

XXIX. JURISDICTION

This agreement is being executed in Kolkata and the Courts of Kolkata shall have exclusive jurisdiction in respect of all interim or final application and other proceedings arising out of this Agreement.

XXX. ENTIRE AGREEMENT

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This agreement supersedes all documents and/or writing and/or correspondence exchanged between the parties hereto. Any addition, alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

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SCHEDULE - A
DESCRIPTION OF THE PREMISES

ALL THAT THE piece or parcel of land containing 30 Cottahs 3 Chattaks 5 Sq.ft. situated and lying at Mouza – Kumrakhali, J.L. No. 48, comprising in C.S, R.S. & L.R. No.9, appertaining to C.S. Khatian No. 574, R.S. Khatian No. 1239, L.R. Khatian No. 432, Holding No. 125, Uttar Kumrakhali, Ward No.27, under Rajpur-Sonarpur Municipality, P.S. Narendrapur, District – South 24-Parganasand butted and bounded in the manner mentioned hereunder:

On the North	:	By C.S. Dag No. 7;
On the South	:	By Fountain Exotica;
On the East	:	By NSC Bose Road;
On the West	:	By C.S. Dag No. 8.

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SCHEDULE - B

	FACILITIES	
1.	Community Hall	
2.	Recreational Activity Centre	

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SCHEDULE – C

REIMBURSABLE EXPENSES TO BE KEPT BY DEVELOPER:

1. Transformer and Electricity Charges
2. DG Charges
3. Legal Charges on flat Basis (payments for documentation this would include solicitor fees paid by developer for getting registration done)
4. Guarding Charges: Collected/Invoked in case a flat owner is not taking possession after due date.
5. Formation of Association for Maintenance: Charged at Actual.
6. Any Charges collected for other facility/reimbursable expenses provided to the flat or apartments.

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

SIGNED SEALED AND DELIVERED by the within named Owner at Kolkata
Mr. Keshar Chand Padia
Represented by his Constituted Attorney
Mr. Vijay Padia

Vijay Padia.

who has also put his fingerprints in the presence of:

1. Pawan Kumar Nathany
   85, Elliot Road Kolkata-16
2. Dipak Mondal
   35, R.M.N. Chowdhury St
   Kol-36

SIGNED SEALED AND DELIVERED by the within named Developer at Kolkata
Lumberman Wood Private Limited
Represented by its Director
Mr. Vijay Padia

Lumberman Wood Pvt. Ltd.
Vijay Padia.
Director

who has also put his fingerprints in the presence of:

1. Sujay Dutta
   54 Pathbari Lane, Kol-700035
2. Manish Kumar Tirsania
   BE-154, Sec 1, Saltlake
   Kol-700064

Drafted by,
Sayan Banerjee,
Advocate, (F/3949/2022)
High Court at Calcutta.

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SPECIMEN FORM FOR TEN FINGERPRINTS

PHOTO

Bijay Pradhan

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Bijay Pradhan

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

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Government of West Bengal

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

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16042001023806/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr VIJAY PADIA 87, SOUTHERN AVENUE, City:- Not Specified, P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029	Attorney of Land Lord [Mr KESHAR CHAND PADIA]			

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr VIJAY PADIA 87, SOUTHERN AVENUE, City:- Not Specified, P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029	Representative of Developer [LUMBER MAN WOOD PVT LTD]			

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mrs ANITA PATRA Wife of Mr SIBDAS PATRA 37, KANTA PUKUR LANE, City:- , P.O:- KADAMTALA, P.S:- Bantra, District:- Howrah, West Bengal, India, PIN:- 711101	Mr VIJAY PADIA, Mr VIJAY PADIA			

(Anupam Halder)

(Seal), Office of the Dist. Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

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

(Seal), Office of the Dist. Sub-Registrar IV
South 24-Parganas, Alipur, Kol-27

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

192023240027781088

GRN Details

GRN:	192023240027781088	**Payment Mode:**	SBI Epay
GRN Date:	25/04/2023 15:32:46	**Bank/Gateway:**	SBIePay Payment Gateway
BRN :	8998391839219	**BRN Date:**	25/04/2023 15:33:50
Gateway Ref ID:	1350333349	**Method:**	Bank of Baroda NB
GRIPS Payment ID:	250420232002778107	**Payment Init. Date:**	25/04/2023 15:32:46
Payment Status:	Successful	**Payment Ref. No:**	2001023806/2/2023 [Query No/*/Query Year]

Depositor Details

Depositor's Name:	Mr BIJAY PADIA
Address:	87 SOUTHERN AVENUE, P.O- SARAT BOSE RD, PIN-700029
Mobile:	9830038024
EMail:	padia@easternpolycraft.com
Period From (dd/mm/yyyy):	25/04/2023
Period To (dd/mm/yyyy):	25/04/2023
Payment Ref ID:	2001023806/2/2023
Dept Ref ID/DRN:	2001023806/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001023806/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	74920
2	2001023806/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	**74941**

IN WORDS: **SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.**

Duplicate

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

MQC3679461

নির্বাচকের নাম	:	অনিতা পাত্র
Elector's Name	:	Anita Patra
স্বামীর নাম	:	শিবদাস পাত্র
Husband's Name	:	Sibdas Patra
লিঙ্গ/Sex	:	স্ত্রী/F
জন্ম তারিখ Date of Birth	:	XX/XX/1965

Anita Patra

MQC3679461

ঠিকানা:
37, কাঁটাপুকুর লেন, হাওড়া পৌর কর্পোরেশন, বাঁটরা, হাওড়া-711101

Address:
37, KANTA PUKUR LANE, HOWRAH MUNICIPAL CORPORATION, BANTRA, HOWRAH- 711101

Date: 09/04/2013

172-শিবপুর নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন আধিকারিকের স্বাক্ষরের অনুকৃতি
Facsimile Signature of the Electoral Registration Officer for
172-Shibpur Constituency

নির্বাচন পরিবর্তন হলে অথবা নির্বাচক তালিকায় নিজে নাম যোগের ও নতুন সংশোধিত অথবা নতুন পরিচয়পত্র পাওয়ার জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।
In case of change in address mention this Card No. In the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.

DEVELOPMENT AGREEMENT

DATED 26th DAY OF April 2023

BY AND BETWEEN

Keshar Chand Padia
(Owner)
&
LUMBERMAN WOOD PVT. LTD.
(Developer)

Prepared by:

S.K.SINGHI & PARTNERS

RAJA CHAMBERS
4, Kiran Shankar Roy Road
1st Floor, Kolkata-700001
Ph.: 033-2231-8652; (M) 9748035250
E-mail: sksinghi@skspartners.law
Website:
www.skspartners.law

Major Information of the Deed

Deed No :	**I-1604-05128/2023**	**Date of Registration**	**28/04/2023**
Query No / Year	**1604-2001023806/2023**	**Office where deed is registered**	
Query Date	**24/04/2023 1:35:51 PM**	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Anita Patra 4, K S Roy Road,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836930917, Status :Solicitor firm		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
		Rs. 6,62,32,289/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,020/- (Article:48(g))		Rs. 53/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Main Road, Mouza: Kumrakhali, Jl No: 48, Pin Code : 700103

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-9 (RS :-)	LR-432	Bastu	Bastu	30 Katha 3 Chatak 5 Sq Ft		6,62,32,289/-	Property is on Road
	Grand Total :				**49.8208Dec**	**0 /-**	**662,32,289 /-**	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr KESHAR CHAND PADIA** Son of Late DWARKA DAS PADIA 87, SOUTHERN AVENUE, City:- Not Specified, P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIxxxxxx1F, Aadhaar No: 71xxxxxxxx7742, Status :Individual, Executed by: Attorney, Executed by: Attorney

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**LUMBERMAN WOOD PVT LTD** 1/1A, VANISTRAT ROW, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx9K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr VIJAY PADIA (Presentant)** Son of Mr KESHAR CHAND PADIA 87, SOUTHERN AVENUE, City:- Not Specified, P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx1R, Aadhaar No: 56xxxxxxxx5095 Status : Attorney, Attorney of : Mr KESHAR CHAND PADIA

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Mr VIJAY PADIA** Son of Mr KESHAR CHAND PADIA 87, SOUTHERN AVENUE, City:- Not Specified, P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AAxxxxxx1R, Aadhaar No: 56xxxxxxxx5095 Status : Representative, Representative of : LUMBERMAN WOOD PVT LTD (as BUSINESS)

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs ANITA PATRA Wife of Mr SIBDAS PATRA 37, KANTA PUKUR LANE, City:- , P.O:- KADAMTALA, P.S:-Bantra, District:- Howrah, West Bengal, India, PIN:- 711101			
Identifier Of Mr VIJAY PADIA, Mr VIJAY PADIA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr KESHAR CHAND PADIA	LUMBERMAN WOOD PVT LTD-49.8208 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Garia Main Road, Mouza: Kumrakhali, Jl No: 48, Pin Code : 700103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 9, LR Khatian No:- 432	Owner:কেশবচাঁদ পাড়িয়া, Gurdian:দোয়ারকা দাস পাড়িয়া, Address:নিজ , Classification:ডাঙ্গা, Area:0.51000000 Acre,	Mr KESHAR CHAND PADIA

Endorsement For Deed Number : I - 160405128 / 2023

On 26-04-2023

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

Presented for registration at 19:50 hrs on 26-04-2023, at the Private residence by Mr VIJAY PADIA ,.

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 6,62,32,289/-

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

Execution is admitted on 26-04-2023 by Mr VIJAY PADIA, BUSINESS, LUMBERMAN WOOD PVT LTD (Private Limited Company), 1/1A, VANISTRAT ROW, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by Mrs ANITA PATRA, , , Wife of Mr SIBDAS PATRA, 37, KANTA PUKUR LANE, P.O: KADAMTALA, Thana: Bantra, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Service

Executed by Attorney

Execution by Mr VIJAY PADIA, , Son of Mr KESHAR CHAND PADIA, 87, SOUTHERN AVENUE, P.O: SARAT BOSE ROAD, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by profession Business as constituted attorney for Mr KESHAR CHAND PADIA 87, SOUTHERN AVENUE, P.O: SARAT BOSE ROAD, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029 is admitted by him

Indetified by Mrs ANITA PATRA, , , Wife of Mr SIBDAS PATRA, 37, KANTA PUKUR LANE, P.O: KADAMTALA, Thana: Bantra, , Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Service

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

On 27-04-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/04/2023 3:33PM with Govt. Ref. No: 192023240027781088 on 25-04-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 8998391839219 on 25-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by by online = Rs 74,920/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/04/2023 3:33PM with Govt. Ref. No: 192023240027781088 on 25-04-2023, Amount Rs: 74,920/-, Bank: SBI EPay (SBIePay), Ref. No. 8998391839219 on 25-04-2023, Head of Account 0030-02-103-003-02

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
South 24-Parganas, West Bengal

On 28-04-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3029, Amount: Rs.100.00/-, Date of Purchase: 18/04/2023, Vendor name: Abhijit Sarkar

Anupam Halder

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2023, Page from 150547 to 150591

being No 160405128 for the year 2023.

Seal of the District Sub-Registrar IV, South 24 Parganas, South 24 Parganas

Digitally signed by ANUPAM HALDER
Date: 2023.05.04 14:51:23 -07:00
Reason: Digital Signing of Deed.

(Anupam Halder) 2023/05/04 02:51:23 PM

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)