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provided that the document is presented to
registration. The Signatures Sheet & the
Development Sheet shall stand with this document
as the part of this document.

Amrita Dasgupta
Addl. Dist. Sub Registrar
Naihati, North 24 Parganas

10 JUL 2019

DEVELOPMENT AGREEMENT

THIS ARTICLE OF **DEVELOPMENT AGREEMENT** made this 05th

(Fifth) day of July, 2019

(Two Thousand and Nineteen)

BETWEEN

Signature

CHAPTER 1

Saptarshi sala of Kaveri
Nadiv

ॐ नमो भगवते वासुदेवाय
 श्री कृष्णाय नमः
 श्री गुरुभ्यो नमः
 श्री गणेशाय नमः
 श्री विष्णवे नमः
 श्री ब्रह्मणे नमः
 श्री शिवाय नमः
 श्री लिंगाय नमः
 श्री सूर्याय नमः
 श्री वायुनाथाय नमः
 श्री अग्निनाथाय नमः
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 श्री पृथ्वीनाथाय नमः
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 श्री पृथ्वीनाथाय नमः

V.6.7.1-2219

V-17.1-2220



Add. Dist. Sub Registrar
Nethathi, North 24 Parganas

5 JUL 2019

RIRAM CONSTRUCTION

Sapirarski, Rabe
1 April

V-671-2227

SUNTAH B. CO. PVT. LTD.

Director

(1) **SRI SHIBMANDHIR GOSWAMI (PAN: AMGPG4929E)**, son of Late Ram Kailash Goswami, (2) **SRI AMARNATH GOSWAMI (PAN: ALGPG2690D)**, son of Late Ram Kailash Goswami and (3) **SRI BHIMENDRA GOSWAMI (PAN: ANBPG5844L)**, son of Late Ram Kailash Goswami, all are by faith Hindu, by Nationality Indian by Occupation Business, all are presently residing at 150, Baroda Bridge Road (East), P.O. & P.S. Naihati, Dist. North 24 Pgs, hereinafter jointly referred to and called as the "**LAND OWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, legal representatives) of the **FIRST PART**.

AND

"**SRIRAM CONSTRUCTION**" a proprietorship firm having its official address at B-10/251, Kalyani, P.O.Kalyani, Dist. Nadia W.B. and is represented by its sole proprietor/owner **SRI. SAPTARSHI SAHA (PAN- BAYPS3644F)**, son of Sri. Mohan Lal Saha, by faith- Hindu, by nationality Indian, by occupation Business, presently residing at B-10/251, Kalyani, Post Office & Police Station - Kalyani, District- Nadia; West Bengal hereinafter referred to and called as "**THE DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.



v.l.7.1-2222

Bhinar Gayen



v.l.7.1-2223

Amar Nath Ghosh




Sisir Shovan Banerjee
Advocate
of B-2/103, Kalyani, Nadia

Addl. Dist. Sub Registrar
Nathati, North 24 Parganas

5 JUL 2019

The "Land Owners", "Developer" are collectively the parties to this Agreement.

SUNTAFI REALITY PRIVATE LIMITED (PAN- AARCS3882N), having its registered office at Colonel K. P. Gupta Road, Halisahar, P.O. Nabanagar, P.S. Bizpur, Dist- North 24 Parganas, represented by its **DIRECTOR SRI SUBODH ADHIKARY (PAN- AIMPA478ZF)**, Son of Late Santosh Adhikary, by faith — Hindu, by Nationality Indian, by occupation Business, residing at "Olivia Apartment" 2nd Floor, 68/2C B. T. Road. Cossipore, Kolkata 700002, hereinafter called the "**CONFIRMING PARTY**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

 **WHEREAS** the present Land Owner No. 1 have purchased ALL THAT piece and parcel of land measuring about 01 Cottah or 01.65 Decimal be the same little more or less which is lying and situated under Mouza- Naihati, J.L. No. 3, comprised in R.S. Dag No. 4086, under R.S. Khatian No. 1839, at 7/C Bijoy Nagar, within the limits of Naihati Municipality, under Police Station Naihati, under jurisdiction of Sub-Registrar at Naihati, in the District of North 24 Parganas, from Jamat Ali Gazi of Magurkhali, P.S. Habra by virtue of a registered Deed of Sale being No. 9633 dated 24/08/1959 registered in book No. I, Volume

No. 84, pages from 202 to 204, for the year 1959, registered before Sub-Registrar at Naihati.

AND WHEREAS the present Land Owner No. 2 have purchased ALL THAT piece and parcel of land measuring about 01 Cottah or 01.65 Decimal be the same little more or less which is lying and situated under Mouza- Naihati, J.L. No. 3, comprised in R.S. Dag No. 4086, under R.S. Khatian No. 1839, at 7/C Bijoy Nagar, within the limits of Naihati Municipality, under Police Station Naihati, under jurisdiction of Sub- Registrar at Naihati, in the District of North 24 Parganas, from one Smt Fulkumari Debi of Naihati Baroda Bridge East, P.S. Naihati by virtue of a registered Deed of Sale being No. 5185 dated 17/09/1965 registered in book No. 1, Volume No. 56, pages from 100 to 103, for the year 1965, registered before Sub-Registrar at Naihati.

AND WHEREAS the present Land Owner No. 3 have purchased ALL THAT piece and parcel of land measuring about 01 Cottah 02 Chittak 15 Sq.ft. or 02 Decimal be the same little more or less which is lying and situated under Mouza- Naihati, J.L. No. 3, comprised in R.S. Dag No. 4086/4562, under R.S. Khatian No. 1838, at 7/C Bijoy Nagar, within the limits of Naihati Municipality, under Police Station Naihati, under jurisdiction of Sub- Registrar at Naihati, in the District of North 24 Parganas, from Bhagabati Prasad Ahir of 88, R.B.C. Road, Naihati, P.S. Naihati by virtue of a registered Deed of Sale being No. 4390 dated

14/08/1972 registered in book No. 1, for the year 1972, registered before Sub-Registrar at Naihati.

AND WHEREAS the present Land Owners have jointly purchased ALL THAT piece and parcel of land measuring about 15 Decimal be the same little more or less which is lying and situated under Mouza- Naihati, J.L. No. 3, comprised in R.S. Dag No. 4086, 4086/4562, under R.S. Khatian No. 1838, at 7/C Bijoy Nagar, within the limits of Naihati Municipality, under Police Station Naihati, under jurisdiction of Sub- Registrar at Naihati, in the District of North 24 Parganas, from one Bhagabati Prasad Ahir of 88, R.B.C. Road, Naihati, P.S. Naihati by virtue of a registered Deed of Sale being No. 6440 dated 16/12/1975 registered in book No. 1, for the year 1975, registered before Sub-Registrar at Naihati.

AND WHEREAS the present Land Owners have jointly purchased ALL THAT piece and parcel of land measuring about 19 Cottah 03 Chittak 06 Sq.ft. or 32 Decimal be the same little more or less which is lying and situated under Mouza- Naihati, J.L. No. 3, comprised in R.S. Dag No. 4085, 4085/4564, 4086, 4086/4562, 4086/4563, 4093, (11 Decimal of land under R.S. Dag No. 4085, 01 Decimal of land under R.S. Dag No. 4085/4564, 02 Decimal of land under R.S. Dag No. 4086, 02.70 Decimal of land under R.S. Dag No. 4086/4562, 07.70 Decimal of land under R.S. Dag No. 4086/4563,

07.60 Decimal of land under R.S. Dag No. 4093), under R.S. Khatian No 3175, 1838, 1463, at 7/C Bijoy Nagar, within the limits of Naihati Municipality, under Police Station Naihati, under jurisdiction of Sub-Registrar at Naihati, in the District of North 24 Parganas, from Rashbehari Ahir and others of Naihati, P.S. Naihati by virtue of a registered Deed of Sale being No. 3171 dated 03/06/1981, registered in book No. 1, for the year 1981, registered before Sub-Registrar at Naihati.

AND WHEREAS the present Land Owners have jointly purchased ALL THAT piece and parcel of land measuring about 25 Decimal be the same little more or less which is lying and situated under Mouza- Naihati, J.L. No. 3, comprised in R.S. Dag No. 4085, 4085/4564, 4086, 4086/4562, (03 Decimal of land under R.S. Dag No. 4085, 08 Decimal of land under R.S. Dag No. 4085/4564, 10 Decimal of land under R.S. Dag No. 4086, 02 Decimal of land under R.S. Dag No. 4086/4562), under R.S. Khatian No. 3175, 1838, at 7/C Bijoy Nagar, within the limits of Naihati Municipality, under Police Station Naihati, under jurisdiction of Sub- Registrar at Naihati, in the District of North 24 Parganas from Sri Rashbehari Ahir and others of Naihati, P.S. Naihati by virtue of a registered Deed of Sale executed on 14/12/1981, being Sale Deed No. 6175 registered on 18/12/1981, registered in book No. 1, for the year 1981, registered before Sub-Registrar at Naihati.

AND WHEREAS by the aforesaid manner by virtue of aforesaid separate Deed of Sale the present land owners jointly became absolute owners and possessors of ALL THAT piece and parcel of land measuring about 45 Cottah 10 Chittaks 15 Sq.ft. or 75.30 Decimal be the same little more or less which is lying and situated under Mouza-Naihati, J.L. No. 3, comprised in R.S. Dag No. 4086, 4086/4562, 4085, 4085/4564, 4086/4563, 4093, under R.S. Khatian No. 1839, 1838, 2175, 1463, at 7/C Bijoy Nagar, within the limits of Naihati Municipality, under Police Station Naihati, under jurisdiction of Addl. Dist. Sub- Registrar at Naihati, in the District of North 24 Parganas which is morefully and particurly written in the Schedule "A" hereunder written and they also mutated their names in the assessment registrar of Naihati Municipality and also mutated their names in the B.L. & L.R.O. office as rayat under L.R. Khatian No. 5789, 5790, 5791 comprised in L.R. Dag No. 3037, 3038, 3039, 3040, 3041, 3042 land and paying relevant taxes before the concerned authority regularly and the said property is absolutely clear, free from all encumbrances, liens, charges etc. and without disturbances from any other person or persons whatsoever and they had full right and title of any kind of transfer.

AND WHEREAS mother of the present Land Owners namely Kishori Devi have purchased ALL THAT piece and parcel of land measuring about 13 Chittacks 15 Sq.Ft. or 01.37 Decimal be the same

little more or less which is lying and situated under Mouza- Naihati, J.L. No. 3, comprised in R.S. Dag No. 4086, under R.S. Khatian No. 301, at 7/C Bijoy Nagar, within the limits of Naihati Municipality, under Police Station Naihati, under jurisdiction of Sub- Registrar at Naihati, in the District of North 24 Parganas from one Kazi Taijel Hosen of Panchpota, P.S. Amdanga by virtue of a registered Deed of Sale being No. 5404 dated 01/06/1963, registered in book No. 1, Volume No. 49, Pages from 204 to 206, for the year 1963, registered before Sub-Registrar at Naihati.

AND WHEREAS said Kishori Devi have purchased another plot of land measuring about 01.32 Decimal be the same little more or less which is lying and situated under Mouza- Naihati, J.L. No. 3, comprised in R.S. Dag No. 4086/4561, 4086/4560 (01.26 Decimal of land under R.S. Dag No. 4086/4561 and 0.06 Decimal of land under R.S. Dag No. 4086/4560) under R.S. Khatian No. 1839, 1840 at 7/C Bijoy Nagar, within the limits of Naihati Municipality, under Police Station Naihati, under jurisdiction of Sub- Registrar at Naihati, in the District of North 24 Parganas from one Sri Jogendra Chandra Debnath of Naihati, Bijohnagar, P.S. Naihati by virtue of a registered Deed of Sale being No. 344 dated 20/01/1972, registered in book No. 1, Volume No. 14, Pages from 17 to 20, for the year 1972, registered before Sub-Registrar at Naihati.

AND WHEREAS after purchasing of aforesaid plot of land by the above noted two separate Deed of Sale said Kishori Devi became absolute owner and possessor of total area of land measuring about 02.70 Decimal of land and she mutated her name in the B.L.&L.R.O. office as rayat under L.R. Khatian No.5792 and enjoys and possessed the same by paying relevant taxes before competent authority.

AND WHEREAS while thus seized and possessed the aforesaid plot of land said Kishori Devi died intested leaving behind her three sons i.e. the present Land Owners herein as her only legal heirs and successors and after demise of said Kishori Devi her three sons i.e. present Land Owners herein became absolute owners of the above said land by way of inheritance.

AND WHEREAS by the aforesaid manner by virtue of aforesaid separate Deed of Sale and by way of inheritance the present land owners herein jointly became absolute owners and possessors of ALL THAT piece and parcel of land measuring about 47 Cottah 04 Chittaks 16 Sq.ft. or 78 Decimal little more or less which is lying and situated at Mouza- Naihati, J.L. No. 3, comprised in R.S. Dag No. 4086, 4086/4562, 4085, 4085/4564, 4086/4563, 4093, 4086/4561, 4086/4560 comprised in L.R. Dag No. 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044 under R.S. Khatian No. 1839, 1838, 2175, 1463, 1840, 301 L.R. Khatian No. 5789, 5790, 5791, 5792 being Municipal Holding No.

1147, 1148, 1125 & 1353 at 7/C Bijoy Nagar, within the limits of Naihati Municipality, under Police Station Naihati, under jurisdiction of Addl. Dist. Sub- Registrar at Naihati, in the District of North 24 Parganas which is morefully and parturcly written in the Schedule "A" hereunder and also enjoys and possess the same by paying relevant taxes before the concerned authority regularly and the said property is absolutely clear, free from all encumbrances, liens, charges etc. and without disturbances from any other person or persons whatsoever and they had full right and title of any kind of transfer.

AND WHEREAS the First Party desirous of developing the said premises by demolishing of the existing structure and to construct a multi-storeyed Building on their above mentioned plot of land in accordance with the building plan to be sanctioned by the Naihati Municipality and proposed to the Developer to construct the same as per terms and conditions written hereunder and the proposal accepted by the Developer. Now this Joint Venture Agreement witness and it is hereby agreed by and between the Parties hereto as following:-

AND WHEREAS upon the aforesaid representation of the said Land Owners and subject to verification of title of the Land Owners concerning the said landed properly, the Developer has agreed to develop the said premises by constructing Residential and

Commercial Multi-Storied Buildings at the said premises in accordance with the sanctioned building plan.

AND WHEREAS the confirming party herein and the landlords of the First Part has entered two agreements dated 5th November 2012 and 26th June 2014, to develop the same properly.

AND WHEREAS due to some personal issues between Landlords and the Confirming party do hereby amicably agreed and settled that the above said two Notorial agreements dated 5th November 2012 and 26th June 2014 shall be deemed cancelled inoperative by the dint of this development agreement as per the terms and conditions mentioned below:

1. The total sum of Rs. 50,00,000/- (Fifty Laks) only. The amount of Rs.35,00,000/- will be paid at the time of signing this Development Agreement. The rest amount of Rs. 15,00,000/- will be paid before taking the possession of the said land.
2. 05 (Five) numbers of 3BHK flats.
3. All the 05 (Five) numbers of 3BHK flats and the total consideration amount shall be adjusted from the portion of or the total allocation of the Landlords/Land Owners.

AND WHEREAS the Landlords of the First Part and Confirming Party of the Third Part of this presents do hereby further agreed and resolved that they shall jointly and/or severally shall extend their co-operation with the Developer of the Second Part of this Development Agreement in any manner whatsoever required, without any cause in future.

AND WHEREAS to record the terms and conditions agreed by and between the parties hereto. The Parties hereto have agreed to enter into an agreement (being these presents) in the manner hereinafter appearing.


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

1. DEFINITION : Unless there is anything repugnant to the Subject or Context:

- (a) The Land Owners means the persons and the ladies hereinabove named and their heirs, executors, administrators and legal representatives.

- (b) The Developer means the proprietary concern and it's Owner and Proprietor hereinabove named and their heirs executors, administrators and legal representatives.
- (c) The Building means the building or Multi-storeyed Type Residential and Commercial Multi-Storied Buildings to be constructed on the Schedule Property.
- (d) The Building Plan means a plan prepared by the Architect appointed by the Developer for construction of Multi-storeyed Type Residential and Commercial Multi-Storied Buildings on the said property and sanctioned by Nalhati Municipality and/or other competent authorities.

2. **LICENSE TO DEVELOP:** The Land Owners hereby entrusts, hand over and gives license to the Developer to develop Residential and Commercial Multi-Storied Building units and/or flats in accordance with the specification and plans, the rules and regulations in relation there to with the approval and/or sanction of the concerned authorities, all its own cost expenses and arranging own finance at its risks and responsibilities of the Developer.

 3. **SHARING RATIO:** The covered area of the flat/flats of this Residential and Commercial Multi-Storied Building units shall be shared by the Land Owners and the Developers in 40% and 60%

ratio of those said building/buildings as per the demarcation of the sanction plan. The Land Owners part and the Developers part will be decided mutually after the building plan has been sanctioned. The Land Owners and the Developer part will be properly mentioned on a mutual agreement.

4. **SECURITY DEPOSIT MONEY:** In consideration of the Land Owners, having entrusted, giving license to the Developer to enter the property, to develop and construct Residential and Commercial Multi-Storied Building units thereon, the Developer has to pay to the Land Owners a total sum of Rs. 1,30,00,000/- (Rupees One Hundred and Thirty Lakhs) only which shall be full and final security deposit money. At the time of signing this Development Agreement the Developer paid Rs.35,00,000/- (Rupees Thirty Five Lakh) only to the confirming party on behalf of the Land Owners as earnest security deposit from part of Land Owners and the confirming party received the same from the Developer as per memo of consideration appended below and at the time of handed over peaceful vacant possession of Schedule-A property the Developer shall pay Rs.15,00,000/- (Rupees Fifteen Lakhs) only to the confirming party on behalf of the Land Owners herein and the Developer shall pay to the Land Owner the balance amount of Rs. 80,00,000/- (Rupees Eighty Lakhs) only as earnest money before taking the possession of the land mentioned in

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Schedule "A" written hereinunder. The said security amount shall be returned to the developer by the Land Owners step by step during the construction period.

5. **CONSTRUCTION OF THE NEW BUILDING:** Construct the New building for residential and commercial purpose and after delivering to the Land Owners vacant possession of the Land Owner's Allocation, deal with the Developer's Allocation in any manner the Developer decides. The Developer shall, however have the right to enter into agreements for transfer and booking of the flats/units under the Developer's allocation, Prior to delivering possession of the Land Owner's allocation.
6. **COMMERCIAL EXPLOITATION:** Deal with the Developer's allocation at its free will for making commercial gain for which the Land Owners and the confirming party shall have no connection whatsoever in respect of any commercial interest, liability etc.
7. **COMMENCEMENT AND TENURE:** This Agreement has come into force as from the date of signing these presents and shall continue till completion of the entirety within the period mentioned in clause 8 (Construction time) below unless terminated earlier.
8. **Construction Time:** The Developer will apply before the concerned authority to get the building plan sanctioned after

signing the 'Development Power of Attorney' and thereafter Developer will construct, complete and finish the proposed new building within a period of 60 (sixty) months from the date of taken the possession of the land and handover the Land Owner's allocation part by part within 5 years. Time of construction/execution shall be the essence of the contract.

9. **Land Owner's Allocation/component:** The part of Land Owner's allocation will be decided mutually after the building plan has been sanctioned and before staffing the construction. The Land Owners and the Developer part will be properly mentioned and demarcated on an agreement. The flats under Land Owner's allocation shall be constructed, finished and delivered to the Land Owners in habitable condition in all respect at the cost and expenses of the Developer towards part consideration of the land share of the flats under Developer's Allocation.

10. **COMMON PORTIONS:** It is clarified that the Land Owners allocation also includes undivided proportionate share in the common areas, amenities and facilities made available in the new building.

11. **DEVELOPER'S ALLOCATION:** After setting apart the Land Owner's allocation, the Developer shall be entitled to the remaining flats/units/apartments and Car Parking Spaces in the

proposed Multi-storied building. The Developer's allocation shall be constructed and finished by the Developer at its own cost and for and on behalf of itself and/or its constituents and/or nominees. The undivided impartibly and singly non transferable proportionate share in the land of the said property in respect of the Developer's Allocation shall be conveyed by the Land Owners to the Developer and/or its constituents and/or nominees at its cost of the transferees in lieu of Land Owner's allocation and cash consideration as above.

12. POSSESSION: On signing this agreement and on receipt of the cash consideration the Land Owners will handover peaceful vacant khas possession of the said property.

13. CUSTODY OF TITLE DOCUMENTS: On the date of signing this agreement the Land Owners shall handover the Original Title Documents of the said property to the Developer for the purpose of the development work.

14. DEVELOPMENT POWER OF ATTORNEY: The Land Owners shall execute a registered Development Power of Attorney in favour of "SRIRAM CONSTRUCTION" and is represented by its sole proprietor/owner Sri. Saptarshi Saha, son of Sri Mohan Lal Saha, the Proprietor of the Developer concern for the purpose of obtaining sanction of the building plans and necessary

permissions from different authorities in connection with the construction of the new building and in other words for all lawful purposes of development and sale of flats/units under Developer's allocation.

15. FURTHER ACTS: Notwithstanding grant of the aforesaid Development Power of Attorney, the Land Owners hereby undertake that they will execute all papers, documents, plans etc. as and when required for the purpose of development of the said property.

16. CERTIFIED COPIES: This Agreement and the Power of Attorney will be registered at the cost and expense of the Developer and will be at the custody of the Developer on understanding that the Developer will produce the Original documents as and when required by any authority.

17. SANCTION OF BUILDING PLAN: The Developer shall, at its own costs appoint an Architect of the Project and through the Architect, shall have the plans prepared and submitted to the Naihati Municipality for sanction. The Developer, at its own costs and expenses shall have the plans for the new building sanctioned by the Naihati Municipality.

18. EXTENSION OF TIME: In the event of any delay in completion of the project for any unforeseen reason the time may extend up to 6 (six) months. However, the Developer and the Land Owners shall take a mutual decision and decide an extra time frame if required, which is more than six months.

19. ELECTRICITY CONNECTION: For permanent electric connection to the Flats/units/spaces in the New Building all the Flat Land Owners including the Land Owners, the Developer and/or the intending purchasers of flats (collectively 'Flat owners') shall bear and pay all the necessary charges. However, if the owners wish to install or take any extra electric connection/facility for their own need from the standard facilities given to the other flat owners by the Developer, the additional cost shall and will be take care by the owners.

20. UTILITIES: The Developer at its own costs install and erect in the new building water pump, water storage tank, overhead reservoir, elevator, and shall take sewerage connection and electric connection etc. in the new building. However, DG set and/or Water Purifier may be installed at the request of the flat owners and for that the actual costs and charges are to be borne proportionate by the flat owners.

21. MODIFICATION: Any amendment or modification to the plans may be made or caused to be made by the Developer within the permissible limits of the Naihati Municipality Rules. Provided however, alternation or modification to the interior part of the building may be made in the flats under Land Owner's allocation on request of the Land Owners in writing and for that the Land Owners shall bear the costs and expenses.

22. NO OBSTRUCTION: The Land Owners shall not do any act, deed or thing whereby the Developer is obstructed or prevented from construction and completion of the new building.

23. LAND OWNER'S ALLOCATION/COMPONENT: The Land Owners shall be entitled to transfer or otherwise deal with the Land Owner's allocation in any manner the Land Owners deems appropriate.

24. DEVELOPER'S ALLOCATION: Subject to handing over the physical possession of the Land Owner's Allocation, the Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the Land Owners and the Land Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation. It is however, understood that the dealings of the Developer with

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26/11/20

regard to the Developer's allocation shall be entirely at the risk and responsibility of the Developer and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities or legal liability upon the Land Owners and shall be subject to the provisions of this agreement.

25. TRANSFER OF DEVELOPER'S ALLOCATION: In consideration of the Developer constructing and handing over possession of the Land Owner's allocation to the Land Owners, the Developer shall sale and transfer (on the basis of Development Power of Attorney to be given by the Land Owners to the Developer) the saleable areas under the Developer's allocation together with undivided proportionate share in the land with right to use the common service areas amenities and facilities of the new building in favour of the prospective purchasers of the Developer's allocation in such part or parts be required by the Developer and shall execute such number of Deeds of conveyance as may be required.

26. COST OF TRANSFER: The costs of such conveyances including stamp duty and registration expenses and all other expenses incidental or related thereto shall be borne and paid by the Transferees.

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27. RELATING TO PERIOD PRIOR TO POSSESSION: All rates, taxes and outgoings in respect of the said property relating to the period prior to this agreement will be paid by the Land Owners.

28. RELATING TO PERIOD AFTER POSSESSION: On and from the date of signing of this agreement the Developer will bear and pay the property taxes of the said property till completion of the project.

29. ON COMPLETION OF PROJECT: From the date of making over possession of the Land Owner's allocation to the Land Owners in written, the Land Owners shall become liable and responsible for the proportionate rates and taxes and other outgoings with regard to the Land Owner's allocation. On the other hand the Developer and/or its transferees shall become liable and responsible for rates and taxes and other outgoings with regard to the Developer's allocation proportionately till new assessment from the end of the Naihati Municipality.

30. COMMON RESTRICTIONS.

A. Applicable to Both: The Land Owner's Allocation and the Developer's Allocation in the new building shall be subject to the same restrictions as are applicable (ownership buildings, intended for common benefit of all occupiers of the new building. Such restrictions shall be duly incorporated in the

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transfer deeds of the Land Owner's allocation to third parties and the Developer's allocation to third parties (all such third parties collectively Transferees), which shall include the following.

B. No Illegal Activity: No Transferee/Occupant of the flats/units in the new building shall use or permit to be used their units or any portion thereof other than residential purpose and for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.

C. No Demolition or alteration: No transferee/occupant of the new building shall demolish or permit demolition of any wall or other structure in their respective units or any portions, major or minor, without the written consent of the Association. However, internal modification within the unit without creating any effect on the structure of the new building or the common portions can be made by the respective Transferee/Occupant subject to the compliance of all existing rules including the building rules of the concerned authority. No Transferee/ Occupant of the new building shall alter the other elevation of any unit or the common portions without written permission of the Association, first had and obtained.

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D. **No transfer without Compliance:** Neither the Land Owners nor the Transferees shall transfer or permit transfer of their respective units or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the Association to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned unit.

E. **Compliance with Rules:** The Land Owners and the Transferee/ Occupant shall abide by all laws, bye laws, rules and regulations of the Government and local bodies and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws rules and regulations.

F. **Interior Maintenance:** The Owners and the Transferee/Occupant shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective units in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or

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accommodation therein and shall keep the other occupiers of the new building indemnified from and against the consequences of any breach.

G. Validity of Insurance: Neither the Owners nor the Transferee/ Occupants shall do or cause or permit to be done any act or thing which may render void and/or voidable any insurance of the new building or any part thereof and shall keep the other Transferee/Occupant of the new building harmless and indemnified from and against the consequences of any breach.

H. No Obstruction on Common Areas: Neither the Owners nor the Transferee/Occupant shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the new building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the new building.

I. Cleanliness: Neither the Owners nor the Transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compound, corridors or any other portion or portions of the new building.

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- J. **Rights of Entry:** For the purpose of enforcing the common restrictions and ancillary purpose and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any common portions and/or for any purpose of similar nature, the Land Owners and the Developer shall permit each other, with or without workmen, at all reasonable times, to enter into and upon the Land Owners' allocation.

31. LAND OWNERS' OBLIGATION:

- A. **No Obstruction in Dealing with Developer's Allocation:** The Land Owners covenant not to do any act, deed of thing whereby the Developer may be prevented from selling and/or disposing of any part or portion of the Developer's Allocation till that time the Developer abides and maintains the parameters prescribed and agreed mutually and / or in this Agreement.
- B. **No Obstruction in Construction:** The Land Owners hereby covenant not to cause any interference or hindrance in the construction of the New Building till that time the Developer abides and maintains the parameters prescribed and agreed mutually and / or in this Agreement.

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C. **No Dealing with Premises:** The Land Owners hereby covenant not to mortgage and/or charge the premises or any portions thereof without the consent in writing of the Developer, save the Land Owners' Allocation.

32. DEVELOPER'S OBLIGATION:

A. **No Assignment:** The Developer shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in Writing of the Land Owners. However, the Developer, on consent in writing of the Land Owners, shall have the right to take financial partner into the project or take financial assistance from any Bank without infringing any right of the Land Owners.

B. **Statutory Obligation:** All persons employed by the Developer for compliance of its obligations hereunder will be deemed to be employees of the Developer who shall be solely responsible for their emoluments and other statutory obligations and the Developer hereby agrees to keep the Land Owners indemnified in this regard. The Developer shall follow and maintain the statutory obligations like Income Tax, Service Tax, Labour Licence, Workmen Compensation Coverage, Safety Measures,

etc. and is liable to produce those documents as and when the Land Owners demands for.

C. **No Violation of Law:** The Developer hereby agrees and covenants with the Land Owners not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.

D. **No Obstruction in Dealing with Land Owners' Allocation:** The Developer covenants not to do any act, deed or thing whereby the Land Owners may be prevented from selling and/or disposing the flat/unit under the Land Owners allocation.

E. **Parting with Possession after Delivery of possession of the Land Owners' component:** The Developer hereby agrees and covenants with the Land Owners not to part with possession of the Developer's Allocation or any part or portion thereof until possession of the Land Owners' allocation is provided. However, this will not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation.

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33. LAND OWNER'S INDEMNITY:

A. **Title:** Subject to whatever is mentioned in this Agreement, the Land Owners shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Land Owners hereby indemnifies and agrees to keep indemnified the Developer and the Transferees in this regard.

B. **Developer's Allocation:** The Land Owners hereby undertakes that the Developer shall always be entitled, to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the Land Owners and to this effect the Land Owners hereby indemnified and agrees to keep indemnified the Developer.

34. ADDITIONAL AUTHORITY: It is understood that from time to time to facilitate the uninterrupted construction of the new building 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 authority of the Land Owners. Further, various applications and other documents may be required to be signed or made by the Land Owners relating to which specific provisions may not have been made herein. The Land Owners hereby undertake to do all such acts, deeds, matters

and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for such purpose and the Land Owners also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer. Provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Land Owners and/or go against the spirit of this Agreement.

35. FURTHER ACTS: In view of successful and desired execution and completion of the said project the Parties herein shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

36. TAXATION AND LEGAL ISSUES: The Land Owners shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Land Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any income tax, wealth tax, service tax or any other taxes in respect of the Land Owners' Allocation and the Land Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

20/5/2011

37. NAME OF THE NEW BUILDING: The name of the building shall be decided by the Developer in consultation with the Land Owners and the same shall not be changed on any later date by any of the parties or their assigns.

38. FORCE MAJEURE:

A. **Meaning and effect:** Force majeure or Act of God shall mean and include the circumstances to which the parties hereto have no control that is storm, earthquake- civil commotion, riots, natural calamities etc. for which the progress of the construction may be held up in that case the time for completion of the building may be extended by mutual consent of the Land Owners and the Developer.

B. **No Liability:** The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

39. AMENDMENT OR MODIFICATIONS:

But...
Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective

unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.

40. GOVERNING LAWS: The parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this agreement, to ensure that there is no contravention. If there is any contravention, either party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State of Central, Municipal Body, etc. as a result of non compliance by either party, will be borne by the defaulting party.


41. NOTICE: Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered mail, with postage and registration fees thereon prepaid on the 5th business day following delivery of such notice to the postal service or by express courier, on the 3rd business day following delivery of such notice to express courier, addressed as follows, unless any change in address is communicated in writing by the either party to the other.

[Handwritten signature]

42. PROOF : The Developer has satisfied itself about prima facie title to the said land belonging to the Land Owners and the Developer reserves its right to further verify the title to the said land belonging to the Land Owners and also whether the said property is free from all encumbrances, charges, liens, trusts, lispendens and/or any execution or attachment proceeding and/or prohibitory orders and/or any acquisition or requisition proceeding or scheme of any authority.

43. COMPENSATION FOR BREACH : Either of the parties herein committing any breach of these presents or any of the terms hereof or unduly delays performance of his obligations herein shall be liable to pay compensation to the party agreed.

44. COMMON INTEREST AND OBLIGATIONS: All the parties do hereby agreed that the legal heirs, successors, administrators or assignees of all the parties hereto shall be equally bound by the terms and conditions of this agreements in absence of the parties hereto.


 **45. RULES OF INTERPRETATION:**

A. **Headings:** Headings have been inserted to various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.

B. **Definitions:** In this Agreement, the words put in brackets and in bold prints define the word, phrase or expression immediately proceeding.

46. **ARBITRATION:**

A. All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability save and except those specifically defined herein, shall be referred to the arbitration. And the sole arbitrator will be appointed by the Developer herein. Therefore, the cost of arbitrator or cost of arbitration shall be borne by the Landlords and Developer herein equally and that shall be deemed to be a reference within the meaning of the Arbitration & Conciliation Act, 1996 or any statutory modification or new enactment therein.

 B. The place of Arbitration will be at Naihati.

- C. The parties hereto shall not commence any legal proceedings or to have any Receiver appointed in the 'said property' or the said 'new building' unless the same is first referred to Arbitration and the Arbitrator has given his award.
- D. All the legal documents, agreements and deeds shall be done by or through the advocate, appointed by the Developer exclusively.

SCHEDULE "A"

(Description of the land)

ALL THAT piece and parcel of "Bastu" land measuring about 47 Gotta 04 Chittaks 16 Sq.ft. or 78 Decimal be the same little more or less which is lying and situated under Mouza- Naihati, J.L. No. 3, comprised in R.S. Dag No. 4086, 4086/4562, 4085, 4085/4564, 4086/4563, 4093, 4086/4561, 4086/4560, comprised in L.R. Dag No. 3037, 3038, 3039, 3040, 3041, 3042, 3043, 3044, (14 Decimal of land under L.R. Dag No. 3037, 09 Decimal of land under L.R. Dag No. 3038, 07.60 Decimal of land under L.R. Dag No. 3039, 07.70 Decimal of land under L.R. Dag No. 3040, 19.38 Decimal of land under L.R. Dag No. 3041, 19 Decimal of land under L.R. Dag No. 3042, 01.26 Decimal of land under L.R. Dag No. 3043, 0.06 Decimal of land under L.R. Dag No. 3044), under R.S. Khatian No. 1839, 1838, 2175, 1463, 1840, 301 L.R. Khatian No. 5789, 5790, 5791, 5792 being Municipal Holding No. 1147, 1148, 1125 & 1353 at 7/C Bijoy Nagar, under Ward No.11, within the limits of Naihati Municipality, under Police Station Naihati, under

jurisdiction of Sub- Registrar at Naihati, in the District of North 24 Parganas, along with all rights of common passages And rights of egress and ingress and common facilities and amenities which is butted and bounded by:

On the North: Municipal By Lane

On the South: Land of Harihar Chakraborty & Others

On the East: 40'-00" wide East Baroda Bridge Road & Land of Jyogen Nath

On the West: Municipal Bye Lane.

SCHEDULE "B"

(Land Owner's Allocation)

LAND OWNER'S SHARE/ALLOCATION: In lieu of the said Land, the **LAND OWNERS** shall get **40% (Forty Percent)** share of each and every floor including flats/units, garages, shops, commercial spaces etc. of the total saleable constructed portion in proposed multistoried building as agreed to be constructed upon due sanctioned plan from Naihati Municipality thereof comprising different flats/units, garages, shops, commercial spaces etc. therein together with undivided proportionate share in the common area wherein the said proposed Multi-storied building shall be constructed with right to use the common portion, common areas thereof and/or facilities within the said proposed Multi-storied building and which is treated as Land Owner's share/Allocation.

jurisdiction of Sub- Registrar at Naihati, in the District of North 24 Parganas, along with all rights of common passages And rights of egress and ingress and common facilities and amenities which is butted and bounded by:

On the North: Municipal By Lane

On the South: Land of Harihar Chakraborty & Others

On the East: 40'-00" wide East Baroda Bridge Road & Land of Jyogen Nath

On the West: Municipal Bye Lane.

SCHEDULE "B"

(Land Owner's Allocation)

LAND OWNER'S SHARE/ALLOCATION: In lieu of the said Land, the **LAND OWNERS** shall get **40% (Forty Percent)** share of each and every floor including flats/units, garages, shops, commercial spaces etc. of the total saleable constructed portion in proposed multistoried building as agreed to be constructed upon due sanctioned plan from Naihati Municipality thereof comprising different flats/units, garages, shops, commercial spaces etc. therein together with undivided proportionate share in the common area wherein the said proposed Multi-storied building shall be constructed with right to use the common portion, common areas thereof and/or facilities within the said proposed Multi-storied building and which is treated as Land Owner's share/Allocation.

SCHEDULE "C"

(Developer's Allocation)

The DEVELOPER shall get the remaining 60% (Sixty Percent) share of each and every floor including flats/units, garages, shops, commercial spaces etc. of the total saleable constructed portion in proposed multistoried building as agreed to be constructed upon due sanctioned plan from Naihati Municipality thereof comprising different flats/units, garages, shops, commercial spaces etc. together with undivided proportionate share and said proposed Multi-storied building shall be constructed with right to use the common portion thereof, and/or facilities within the said building, and/or the said land, excluding the Land Owner's share and allocation therein which is mentioned in Schedule "B" above and which is treated as "Developer's Allocation".

SCHEDULE "D"

(Common portions)

I. Areas:

- a) Entrance and exists to the Premises and the New Building.
- b) Boundary walls and main gate of the Premises.
- c) Staircase, stair head room and lobbies on all the floor of the New Building.
- d) Vertical Shaft.

Baran

- e) Entrance lobby, electric/utility room, water pump room, generator room (if any).
- f) Common installations on the roof.
- g) Common lavatory.
- h) Intercom Facility
- i) Covered sitting space for watchmen and ward staff for 24 hours.

2. **Water supply, Plumbing and Drainage:**

- a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use)
- b) Water supply system
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any unit/or exclusively for its use)

3. **Electric Installation:**

- a) Electrical wiring and other fittings excluding only those as are installed within the exclusively any unit and/or exclusively for its use)
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

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d) Elevator.

4. Others:

Such other common parts, areas, equipment's, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the units in common by the Co-owner.

SCHEDULE "E"

(Specification Of The New Building)

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the architect and including the following:-

1. Structure: Earthquake resistant R. C.C framed Structure

| | |
|--------------------|--|
| Walls | Conventional |
| Wall Finish | Interior: Putty finish Exterior: Weather coat paint |

2. Flooring

| | |
|----------------------|--|
| Bed room | Marble slabs/Vitrified tiles |
| Living/Dining | Marble slabs/Vitrified tiles |
| Kitchen | Counter granite top, kitchen Dado-ceramic tiles (2 ft above counter) |
| Toilet | Ceramic tiles and Dado upto 7' Marble |

- slab/ vitrified tiles
- Ground floor lobby** Well decorated Lobby with granite tiles/
vitrified tiles
- Stairs** Kota stone
- 3. Door-Window**
- Door frame** Malyasian sal wood duly seasoned & treated
Shutters of good quality
- Window** Anodised/Powder coated Aluminium with
glazing
- 4. Electrical** Adequate numbers of light, fan, T. V.
Telephone and plug points of AC points in
bed rooms, living/dining room, geyser points
in toilet & Kitchen
- Switches** Modular switches of Anchor/MK/Legrand or
equivalent makes concealed copper wiring of
FR grade of ISI made
- 5. Sanitary Plumbing:** CP fittings of Jaquar or equivalent make in
Kitchen & Toilets, Ceramic fitting of
Hindware/Parryware or equivalent make
- 6. Elevator** High speed Elevator of reputed make.

Handwritten signature

IN WITNESS WHEREOF the parties herein have signed sealed and delivered these presents on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in presence of WITNESSES:

1. Anir Kumar Das
E/57 J.M.M Hospital
Cub. Kalyani Nadia
Pin-741235

2. Raja Chatterjee
3/1332, Gayeshpur
Kalyani, Nadia
Pin: 741234

1. Shilpranabhin Goswami
2. Anir Goswami
3. Anur Nath Gona

SIGNATURE OF THE LAND OWNERS

SRIRAM CONSTRUCTION

Suryakanti Saha
Proprietor

SIGNATURE OF THE DEVELOPER

SUNTAI REALTY PVT. LTD.

Satish Kumar
Director

SIGNATURE OF THE CONFIRMING PARTY

Drafted and Prepared by,

Sri Sisir Shovon Banerjee
Sri Sisir Shovon Banerjee
Advocate,
Kalyani Court, Nadia.
REG. No. WB 695/2002

MEMO OF CONSIDERATION

Received Rupees 35,00,000/- (Rupees Thirty Five Lakh) only from the Developer on behalf of Land Owners through RTGS on 05/07/2019 from Allahabad Bank, Kalyani Branch.

Witnesses:

1) Anil Kumar Das
6/57 J.N.M Hospital
Dist. Kalyani Nadia
Pin- 741235








SUNAFI REALITY PVT. LTD.


Director

(Signature of Confirming Party)

2) Raja Chandra Borty
3/1332, Gayeshpur
PO: Gayeshpur
Kalyani, Nadia
741234

SPECIMEN FOR TEN FINGER PRINTS

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Attested by me

Shilpa Mandhira Goswami

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Attested by me

Bhiksha Goshal

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Anurag Nath Goshal

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Attested by me

Sushant Kumar

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Attested by me Sapfonski Saka

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Attested by me









Government of West Bengal

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







OFFICE OF THE A.D.S.R. NAIHATI, District Name :North 24-Parganas

Signature / LTI Sheet of Query No/Year 15070001067702/2019

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 Shitmandhir Goswami 150 Baroda Bridge Road East, P.O.- Naihati, P.S:- Naihati, District-North 24-Parganas, West Bengal, India, PIN - 743166 | Land Lord |  |  | Shitmandhir Goswami 05.7.19 |
| 2 | Mr Amarnath Goswami 150 Baroda Bridge Road East, P.O.- Naihati, P.S:- Naihati, District-North 24-Parganas, West Bengal, India, PIN - 743166 | Land Lord |  |  | Amarnath Goswami 5/7/19 |
| 3 | Mr Bhimendra Goswami 150 Baroda Bridge Road East, P.O.- Naihati, P.S:- Naihati, District-North 24-Parganas, West Bengal, India, PIN - 743166 | Land Lord |  |  | Bhimendra Goswami 05/7/19 |

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 |
|--------|--|---|--|---|--|
| 4 | Mr Saptarshi Saha A-10/100, Kalyani, P.O.-Kalyani, P.S.- Kalyani; District-Nadia, West Bengal, India, PIN - 741235 | Representative of Developer [SRIRAM CONSTRUCTION] |  |  | <i>Saptarshi Saha</i> 05/07/2019 |
| 5 | Mr Subodh Adhikary Olivia Apartment 2nd Floor, 6B/2C B T Road Cossipore, P.O.-Cossipur, P.S.-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN - 700002 | Representative of Land Lord [SUNTA REALITY PRIVATE LIMITED] |  |  | <i>Subodh Adhikary</i> 05/07/19 |
| Sl No. | Name and Address of Identifier | Identifier of | Photo | Finger Print | Signature with date |
| 1 | Mr Sisir Shovan Banerjee Son of Mr Bidyut Banerjee B-2/103 Kalyani, P.O.- Kalyani, P.S.- Kalyani, District- Nadia, West Bengal, India, PIN - 741235 | Mr Shipmandhir Goswami, Amannath Goswami, Mr Bhimendra Goswami, Mr Saptarshi Saha, Mr Subodh Adhikary |  |  | <i>Sisir Shovan Banerjee</i> 05/07/2019 |

(ABHISEK BANERJEE)

ADDITIONAL DISTRICT
SUB-REGISTRAR

OFFICE OF THE A.D.S.R.
NAIHATI

North 24-Parganas, West
Bengal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMARNATH GOSWAMI
RAJKAILASH GOSWAMI

06/12/1950

Permanent Account Number

ALGPG2690D

14/11/2014

2014



Chunawat Goswami





Sapfarsli Sato



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



आयकर ई-अपडेट कार्ड
Income Tax E-Update Card

AMGPG4929E

नाम: श्रीमच्छर गोखले

पता: रामलक्ष्मी गोखले

15/01/1997

आयकर विभाग



Shile Nandhar



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUNTAI REALITY PRIVATE LIMITED

16/04/2012

Income Tax PAN Services Unit, ITDC

AARCS3882N

आयकर विभाग/आयकर सेवाएँ/आयकर विभाग/आयकर विभाग

Income Tax PAN Services Unit, ITDC

Plot No. A, Scheme 11, CHD, Indraprastha

New Mumbai - 400 614

आयकर विभाग/आयकर सेवाएँ/आयकर विभाग/आयकर विभाग

आयकर विभाग/आयकर सेवाएँ/आयकर विभाग/आयकर विभाग

आयकर विभाग/आयकर सेवाएँ/आयकर विभाग/आयकर विभाग

आयकर विभाग/आयकर सेवाएँ/आयकर विभाग/आयकर विभाग

SUNTAI REALITY PVT. LTD.

Director

COMMUNITY DEPARTMENT

GOVT. OF INDIA

SHUBENDRA GOSWAMI
RAJKLASH GOSWAMI
JPOSH 242
Pawan and Sonu Prasad
ANBPG6642L

Bhambhaniya

Section 10

Bhadracharya

In case you need to stop / pause / kindly inform / return to:

100-44- The City of New York Services Unit, CTPS.

Pharm. J. (Lond.) 1987; 139: 101.

Novel Mumbai - 400 614

हम भाई थे, छाने / छाने पर कपड़ा सुखित लगे, लोहा

भा. १०२२ में संशोधन किया गया है।

संपर्क: ३, वेङ्कटेश्वर, श्रीलंका, कोलकाता

1997年12月1日



ভারত সরকার
Government of India

স্বাধীনতা সংগ্রাম
Swar Shovon Sangram
সংগ্রাম সংগ্রাম
সংগ্রাম সংগ্রাম



স্বাধীনতা সংগ্রাম
Swar Shovon Sangram



2155 6457 8620

সাধারণ মানুষের অধিকার

Swar Shovon Sangram



Unique Identification Authority of India

উপস্থাপনা, বি. (সংগ্রাম সংগ্রাম)
কল্যাণ সংগ্রাম, সংগ্রাম
সংগ্রাম সংগ্রাম, সংগ্রাম

Address: B-2, 100 (1/19)
KALYANI KALYAN
Kalyan Kalyan, Naga
West Bengal 741225

2155 6457 8620

1547
1547 1547 1547

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Major Information of the Deed

| | | | |
|--|---|---|------------|
| Deed No : | I-1507-04937/2019 | Date of Registration | 10/07/2019 |
| Query No / Year | 1507-0001067702/2019 | Office where deed is registered | |
| Query Date | 05/07/2019 1:21:44 AM | A.D.S.R. NAIHATI, District: North 24-Parganas | |
| Applicant Name, Address & Other Details | Shibmandhir Goswami 160 Baroda Bridge Road East, Thana : Naihati, District : North 24-Parganas, WEST BENGAL, Mobile No : 9339799309, Status : Seller/Executant | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4311] Other than Immovable Property. Receipt [Rs : 50,00,000/-] | | |
| Set Forth value | Market Value | | |
| Rs. 30,008/- | Rs. 4,55,04,000/- | | |
| Stamp duty Paid(SD) | Registration Fee Paid | | |
| Rs. 75,001/- (Article-48(g)) | Rs. 50,007/- (Article-E, B) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assentment slip. (Urban area) | | |

Land Details :

District: North 24-Parganas, P.S:- Naihati, Municipality: NAIHATI, Road: Bijay Nagar Road, Mouza: Naihati II No: 3, Pin Code : 743185

| Sch No | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|--------|-----------------|----------------------|---------------|---------|--------------|-------------------------|-----------------------|--------------------------------|
| L1 | LR-3037 (RS :-) | LR-5789 | Bastu | Bastu | 14 Dec | 1/- | 81,62,000/- | Width of Approach Road: 40 Ft. |
| L2 | LR-3038 (RS :-) | LR-5790 | Bastu | Bastu | 9 Dec | 1/- | 62,47,000/- | Width of Approach Road: 40 Ft. |
| L3 | LR-3039 (RS :-) | LR-5791 | Bastu | Bastu | 7.6 Dec | 1/- | 44,30,800/- | Width of Approach Road: 40 Ft. |
| L4 | LR-3040 (RS :-) | LR-5789 | Bastu | Bastu | 7.7 Dec | 1/- | 44,89,100/- | Width of Approach Road: 40 Ft. |
| L5 | LR-3041 (RS :-) | LR-5790 | Bastu | Bastu | 19.38 Dec | 1/- | 1,12,98,540/- | Width of Approach Road: 40 Ft. |
| L6 | LR-3042 (RS :-) | LR-5791 | Bastu | Bastu | 19 Dec | 1/- | 1,10,77,000/- | Width of Approach Road: 40 Ft. |
| L7 | LR-3043 (RS :-) | LR-5792 | Bastu | Bastu | 1.26 Dec | 1/- | 7,34,580/- | Width of Approach Road: 40 Ft. |
| L8 | LR-3044 (RS :-) | LR-5792 | Bastu | Bastu | 0.06 Dec | 1/- | 34,980/- | Width of Approach Road: 40 Ft. |
| | | TOTAL : | | | 78Dec | 8 /- | 454,74,000 /- | |
| | | Grand Total : | | | 78Dec | 8 /- | 454,74,000 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Selforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|--|--|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1, L2, L3, L4, L5, L6, L7, L8 | 100 Sq Ft. | 30,000/- | 30,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete | | | | | |
| Total : | | 100 sq ft | 30,000 /- | 30,000 /- | |

Land Lord Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | Mr Shibmandhir Goswami (Presentant) Son of Late : Ram Kailash Goswami 150 Baroda Bridge Road East, P.O:- Naihati, P.S:- Naihati, District:-North 24-Parganas, West Bengal, India, PIN - 743166 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AMGPG4929E, Status :Individual, Executed by: Self, Date of Execution: 05/07/2019 Admitted by: Self, Date of Admission: 05/07/2019, Place : Pvt. Residence, Executed by: Self, Date of Execution: 05/07/2019 Admitted by: Self, Date of Admission: 05/07/2019, Place : Pvt. Residence |
| 2 | Mr Amarnath Goswami Son of Late : Ram Kailash Goswami 150 Baroda Bridge Road East, P.O:- Naihati, P.S:- Naihati, District:-North 24-Parganas, West Bengal, India, PIN - 743166 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ALGPG2690D, Status :Individual, Executed by: Self, Date of Execution: 05/07/2019 Admitted by: Self, Date of Admission: 05/07/2019, Place : Pvt. Residence, Executed by: Self, Date of Execution: 05/07/2019 Admitted by: Self, Date of Admission: 05/07/2019, Place : Pvt. Residence |
| 3 | Mr Bhimendra Goswami Son of Late : Ram Kailash Goswami 150 Baroda Bridge Road East, P.O:- Naihati, P.S:- Naihati, District:-North 24-Parganas, West Bengal, India, PIN - 743166 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ANBPG5842L, Status :Individual, Executed by: Self, Date of Execution: 05/07/2019 Admitted by: Self, Date of Admission: 05/07/2019, Place : Pvt. Residence, Executed by: Self, Date of Execution: 05/07/2019 Admitted by: Self, Date of Admission: 05/07/2019, Place : Pvt. Residence |
| 4 | SUNTAFI REALITY PRIVATE LIMITED Colonel K P Gupta Road Halisahar, P.O:- Nabanagar, P.S:- Bijpur, District:-North 24-Parganas, West Bengal, India, PIN - 743138, PAN No.: AARCS3882N, Status :Organization as Confirming Party, Executed by: Representative, Executed by: Representative |

Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | SRIRAM CONSTRUCTION A-8/97, Kalyani, P.O:- Kalyani, P.S:- Kalyani, District:-Nadia, West Bengal, India, PIN - 741235, PAN No.: BAYPS3644F, Status :Organization, Executed by: Representative |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | Mr Saptarshi Saha Son of Mr. Mohan Lal Saha A-10/100, Kalyani, P.O. - Kalyani, P.S.- Kalyani, District:-Nadia, West Bengal, India, PIN - 741235, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BAYPS3644F Status : Representative, Representative of : SRIRAM CONSTRUCTION (as proprietor) |
| 2 | Mr Subodh Adhikary Son of Late Santosh Adhikary Olivia Apartment 2nd Floor, 68/2C B T Road Cossipore, P.O. - Cossipur, P.S. - Cossipur, District:-North 24-Parganas, West Bengal, India, PIN - 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AIMPA4782F Status : Representative, Representative of : SUNTAFI REALITY PRIVATE LIMITED |

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|-------|--------------|-----------|
| Mr Sisir Shovon Banerjee Son of Mr. Bidyut Banerjee B-2/103 Kalyani, P.O. - Kalyani, P.S.- Kalyani, District:-Nadia, West Bengal, India, PIN - 741235 | | | |
| Identifier Of Mr Shibmandhir Goswami, Mr Amamath Goswami, Mr Bhimendra Goswami, Mr Saptarshi Saha, Mr Subodh Adhikary | | | |

| | | |
|------------------------------------|------------------------|---------------------------------------|
| Transfer of property for L1 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mr Shibmandhir Goswami | SRIRAM CONSTRUCTION-4.66667 Dec |
| 2 | Mr Amarnath Goswami | SRIRAM CONSTRUCTION-4.66667 Dec |
| 3 | Mr Bhimendra Goswami | SRIRAM CONSTRUCTION-4.66667 Dec |
| Transfer of property for L2 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mr Shibmandhir Goswami | SRIRAM CONSTRUCTION-3 Dec |
| 2 | Mr Amarnath Goswami | SRIRAM CONSTRUCTION-3 Dec |
| 3 | Mr Bhimendra Goswami | SRIRAM CONSTRUCTION-3 Dec |
| Transfer of property for L3 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mr Shibmandhir Goswami | SRIRAM CONSTRUCTION-2.53333 Dec |
| 2 | Mr Amarnath Goswami | SRIRAM CONSTRUCTION-2.53333 Dec |
| 3 | Mr Bhimendra Goswami | SRIRAM CONSTRUCTION-2.53333 Dec |
| Transfer of property for L4 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mr Shibmandhir Goswami | SRIRAM CONSTRUCTION-2.56667 Dec |
| 2 | Mr Amarnath Goswami | SRIRAM CONSTRUCTION-2.56667 Dec |
| 3 | Mr Bhimendra Goswami | SRIRAM CONSTRUCTION-2.56667 Dec |
| Transfer of property for L5 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mr Shibmandhir Goswami | SRIRAM CONSTRUCTION-6.46 Dec |
| 2 | Mr Amarnath Goswami | SRIRAM CONSTRUCTION-6.46 Dec |
| 3 | Mr Bhimendra Goswami | SRIRAM CONSTRUCTION-6.46 Dec |
| Transfer of property for L6 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mr Shibmandhir Goswami | SRIRAM CONSTRUCTION-6.33333 Dec |
| 2 | Mr Amarnath Goswami | SRIRAM CONSTRUCTION-6.33333 Dec |
| 3 | Mr Bhimendra Goswami | SRIRAM CONSTRUCTION-6.33333 Dec |
| Transfer of property for L7 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mr Shibmandhir Goswami | SRIRAM CONSTRUCTION-0.42 Dec |
| 2 | Mr Amarnath Goswami | SRIRAM CONSTRUCTION-0.42 Dec |
| 3 | Mr Bhimendra Goswami | SRIRAM CONSTRUCTION-0.42 Dec |
| Transfer of property for L8 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mr Shibmandhir Goswami | SRIRAM CONSTRUCTION-0.02 Dec |
| 2 | Mr Amarnath Goswami | SRIRAM CONSTRUCTION-0.02 Dec |
| 3 | Mr Bhimendra Goswami | SRIRAM CONSTRUCTION-0.02 Dec |
| Transfer of property for S1 | | |
| Sl.No | From | To. with area (Name-Area) |
| 1 | Mr Shibmandhir Goswami | SRIRAM CONSTRUCTION-33.33333300 Sq Ft |
| 2 | Mr Amarnath Goswami | SRIRAM CONSTRUCTION-33.33333300 Sq Ft |
| 3 | Mr Bhimendra Goswami | SRIRAM CONSTRUCTION-33.33333300 Sq Ft |

Land Details as per Land Record

District: North 24-Parganas, P.S.- Naihati, Municipality: NAIHATI, Road: Bijay Nagar Road, Mouza: Naihati JI No: 3, Pin Code: 743165

| Sch No | Plot & Khatian Number | Details Of Land | Owner name in English as selected by Applicant |
|--------|---|--|---|
| L1 | LR Plot No:- 3037, LR Khatian No:- 5789 | Owner:শিউ মন্দির গোস্বামী, Gurdian:রা কৈলা, Address:বিজয় নগর, নৈহাটি, Classification:কারখানা, Area:0.04580000 Acre, | Mr Shibmandhir Goswami |
| L2 | LR Plot No:- 3038, LR Khatian No:- 5790 | Owner:অমর নাথ গোস্বামী, Gurdian:রা কৈলা, Address:বিজয়নগর, নৈহাটি, Classification:কারখানা, Area:0.03000000 Acre, | Mr Amarnath Goswami |
| L3 | LR Plot No:- 3039, LR Khatian No:- 5791 | Owner:ভীমেন্দ্র গোস্বামী, Gurdian:রা কৈলা, Address:বিজয় নগর, নৈহাটি, Classification:গৃহসামগ্রিকসমিতি, Area:0.02000000 Acre, | Mr Bhimendra Goswami |
| L4 | LR Plot No:- 3040, LR Khatian No:- 5789 | Owner:শিউ মন্দির গোস্বামী, Gurdian:রা কৈলা, Address:বিজয় নগর, নৈহাটি, Classification:কারখানা, Area:0.04000000 Acre, | Mr Shibmandhir Goswami |
| L5 | LR Plot No:- 3041, LR Khatian No:- 5790 | Owner:অমর নাথ গোস্বামী, Gurdian:রা কৈলা, Address:বিজয়নগর, নৈহাটি, Classification:কারখানা, Area:0.05000000 Acre, | Mr Amarnath Goswami |
| L6 | LR Plot No:- 3042, LR Khatian No:- 5791 | Owner:ভীমেন্দ্র গোস্বামী, Gurdian:রা কৈলা, Address:বিজয় নগর, নৈহাটি, Classification:কারখানা, Area:0.06000000 Acre, | Mr Bhimendra Goswami |
| L7 | LR Plot No:- 3043, LR Khatian No:- 5792 | Owner:স্বীমতি কিশোরী দেবী গোস্বামী, Gurdian:রা কৈলা, Address:বিজয়নগর, নৈহাটি, Classification:কারখানা, Area:0.01000000 Acre, | Seller is not the recorded Owner as per Applicant |
| L8 | LR Plot No:- 3044, LR Khatian No:- 5792 | | Seller is not the recorded Owner as per Applicant |

Endorsement For Deed Number : I - 150704937 / 2019

On 05-07-2019

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

Presented for registration at 19:45 hrs on 05-07-2019, at the Private residence by Mr Shibmandhir Goswami, one of the Executants.

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 4,55,04,000/-

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

Execution is admitted on 05/07/2019 by 1. Mr Shibmandhir Goswami, Son of Late Ram Kailash Goswami, 150 Baroda Bridge Road East, P.O: Naihati, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743166, by caste Hindu, by Profession Business, 2. Mr Amarnath Goswami, Son of Late Ram Kailash Goswami, 150 Baroda Bridge Road East, P.O: Naihati, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743166, by caste Hindu, by Profession Business, 3. Mr Bhimendra Goswami, Son of Late Ram Kailash Goswami, 150 Baroda Bridge Road East, P.O: Naihati, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743166, by caste Hindu, by Profession Business

Indetified by Mr Sisir Shovon Banerjee, , Son of Mr Bidyut Banerjee, B-2/103 Kalyani, P.O: Kalyani, Thana: Kalyani, Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

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

Execution is admitted on 05-07-2019 by Mr Saptarshi Saha, proprietor, SRIRAM CONSTRUCTION (Sole Proprietorship), A-8/97, Kalyani, P.O:- Kalyani, P.S:- Kalyani, District -Nadia, West Bengal, India, PIN - 741235

Indetified by Mr Sisir Shovon Banerjee, , Son of Mr Bidyut Banerjee, B-2/103 Kalyani, P.O: Kalyani, Thana: Kalyani, Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

Execution is admitted on 05-07-2019 by Mr Subodh Adhikary, Director, SUNTAFI REALITY PRIVATE LIMITED (Private Limited Company), Colonel K P Gupta Road Halisahar, P.O:- Nabanagar, P.S:- Bijpur, District:-North 24-Parganas, West Bengal, India, PIN - 743138

Indetified by Mr Sisir Shovon Banerjee, , Son of Mr Bidyut Banerjee, B-2/103 Kalyani, P.O: Kalyani, Thana: Kalyani, Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

Abhisek Banerjee
ABHISEK BANERJEE
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. NAIHATI
North 24-Parganas, West Bengal

On 08-07-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,007/- (B = Rs 50,000/- , E = Rs 7/-) and Registration Fees paid by by online = Rs 50,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB Online on 05/07/2019 2:15PM with Govt. Ref. No: 192019200036804241 on 05-07-2019, Amount Rs: 50,007/-, Bank State Bank of India (SBIN0000001), Ref. No. CKJ9057764 on 05-07-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by by online = Rs 70,001/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt of WB Online on 05/07/2019 2:15PM with Govt. Ref. No: 192019200036804241 on 05-07-2019, Amount Rs: 70,001/-, Bank State Bank of India (SBIN0000001), Ref. No. CKJ9057764 on 05-07-2019, Head of Account 0030-02-103-003-02

Abhisek Banerjee
ABHISEK BANERJEE
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. NAIHATI
North 24-Parganas, West Bengal

On 10-07-2019

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 5,000/-
Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 967, Amount: Rs.5,000/-, Date of Purchase: 18/06/2019, Vendor name: S Paul,

Abhisek Banerjee

ABHISEK BANERJEE
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. NAIHATI
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1507-2019, Page from 102298 to 102359
being No 150704937 for the year 2019.



Digitally signed by ABHISEK BANERJEE
Date: 2019.07.12 14:17:26 +05:30
Reason: Digital Signing of Deed.

Abhisek Banerjee

(ABHISEK BANERJEE) 12-07-2019 14:16:59
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. NAIHATI
West Bengal.

(This document is digitally signed.)