

7099/18

7344/2018



पश्चिमबङ्गा पश्चिम बंगाल WEST BENGAL



E 304385

5.7.18  
D-859911/18  
Dev Anand  
Additional Registrar of Assurance-IV, Kolkata

Verified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this instrument

- 5 JUL 2018

Additional Registrar of Assurance-IV, Kolkata

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 29th day of June, 2018 (Two Thousand Eighteen) of the Christian Era

244 6/6/18

নং তার  
মূল্য  
কোড

Shek Ataur Rahaman, Advocate,

Alipore Judges Court.  
M-27

স্বাক্ষর :- শ্রী প্রণব দে  
বারইপুর সাব-রেজিষ্টারী অফিস  
জেলা-দক্ষিণ ২৪ পরগণা



Handwritten signature or initials.

Identified by me-

Shek Ataur Rahaman, Advocate  
S/O - Sk Anisur Rahaman  
34, Sodepur Brick Field Road  
P.O.+P.S.- Haridevpur  
Kolkata- 700 082

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

GRN: 19-201819-024546477-1 Payment Mode Online Payment  
GRN Date: 05/06/2018 15:14:40 Bank : ICICI Bank  
BRN : 1466249700 BRN Date: 05/06/2018 15:15:17

DEPOSITOR'S DETAILS

Id No. : 19040000859911/8/2018  
[Query No./Query Year]

Name : NEELKANTH NIRMAN PVT LTD  
Contact No. : 9339839551 Mobile No. : +91 9339839551  
E-mail : NEELNIRMAN@GMAIL.COM  
Address : 17H8 BALAI SINGHI LANE 1ST FL KOLKATA 9  
Applicant Name : Mr Shek Ataur Rahaman  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 8

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	19040000859911/8/2018	Property Registration- Stamp duty	0030-02-103-003-02	6521
2	19040000859911/8/2018	Property Registration- Registration Fees	0030-03-104-001-16	5105

In Words : Rupees Eleven Thousand Six Hundred Twenty Six only  
Total 11626





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**GADIA ASSOCIATES PVT. LTD**

*Ratans Lal Gadia*  
**Director**

THE UNIVERSITY OF CHICAGO  
LIBRARY

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

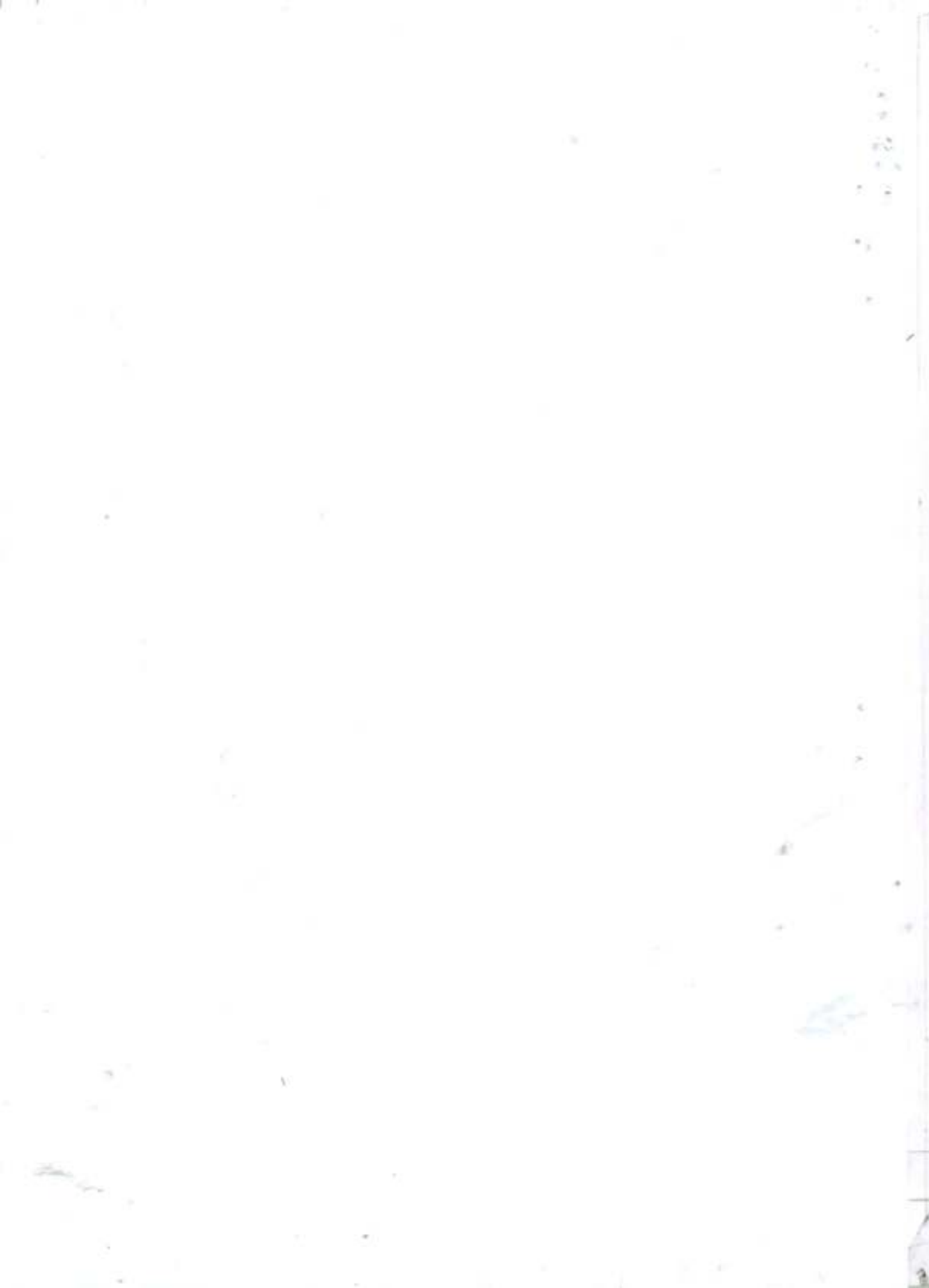
RATAN LAL GADIA  
MANGI LAL GADIA  
13/09/1946  
Passport Account Number  
ANSPG1099E

*Ratan Lal Gadia*  
Signature



*Ratan Lal Gadia*









For Registry Purpose

NEELKANTH NIRMAN (PVT) LTD.  
*[Signature]*  
DIRECTOR



REKORDEKAMAR HUKUM  
DIREKTOR

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

ACYPA6430G

नाम / Name  
BILJESH KUMAR AGRAWAL

पिता का नाम / Father's Name  
BALNATH AGRAWAL

जन्म तिथि / Date of Birth  
03/04/1964

संकेत / Signature



PRECEDENT

For Registering Purpose  
*[Signature]*





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*[Faint, illegible handwritten text]*

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ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

সম্মিলিত আইডি নং / Enrollment No. : 1111/11100/15746

22/03/2014

To  
Ratan Lal Gadia  
করন লাল গাডিয়া  
C/O - Ratan Lal Gadia  
CF-71  
SALT LAKE  
SECTOR-1  
Bishanagar(M)  
Bishanagar CC Block North 24 Parganas  
West Bengal - 700004



KL544594180FT

04420418



আপনার আধার সংখ্যা / Your Aadhaar No. :

**4255 4536 9742**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



করন লাল গাডিয়া  
Ratan Lal Gadia  
Moi : করন লাল গাডিয়া  
Father : Mangi Lal Gadia

www.uidai.gov.in  
পুরুষ / Male

**4255 4536 9742**



আধার - সাধারণ মানুষের অধিকার

*Ratan Lal Gadia*



1917

1918

1919



1920



1921

1922

BETWEEN

M/S GADIA ASSOCIATES PRIVATE LIMITED ( PAN- AAACG9834D), a company incorporated under the provisions of the companies Act 1956, having its registered office at Meridian Plaza, 209,C.R.Avenue, 4th Floor, P.O.- Bedon Street, P.S.- Girispark, Kolkata-700006, District- Kolkata, duly represented by one of its Directors namely Sri Ratanlal Gadia ( PAN- ANSPGI099E), son of Late Mongilal Gadia, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at CF-71, Sector- I, Salt Lake City, P.O.- Salt Lake , P.S.- North Bidhannagar, Kolkata- 700 064, District - North 24 Parganas, hereinafter called and referred to as the "OWNER/FIRST PARTY", (which expression shall unless excluded by or repugnant to the context shall mean and be deemed to include its successor-in-office and assigns) of the ONE PART.

AND

NEELKANTH NIRMAN PRIVATE LIMITED ( PAN- AACCN0826A), a company incorporated under the provisions of the companies Act 1956, having its registered office at I7/H/8, Balai Singhi Lane , 1<sup>st</sup> Floor, P.O.+ P.S.-Amherst Street, Kolkata - 700 009, District- Kolkata, duly represented by one of its Directors namely Sri Brijesh Kumar Agrawal ( PAN- ACYPA6430G), son of Late Baijnath Agarwal; by Occupation - Business; by faith-Hindu, by Nationality - Indian, residing at 10/14, Brijdham Housing Complex, Shreebhumi, P.O.- Shreebhumi, P.S.-Lake Town, Kolkata - 700 048, District- North 24 Parganas, hereinafter called and referred to as the "DEVELOPER / SECOND PARTY", (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include its successors-in-office and assigns) of the OTHER PART.

ARTICLE -I: DEFINITIONS

**1. DEFINITIONS:** In this agreement unless there be something contrary or repugnant to the subject or context:



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- (a) **"PREMISES"** shall mean ALL THAT piece and parcel of land measuring about **4(Four) Cottah 15 (Fifteen) Chittaks** i.e. **8.1468 Decimal** more or less in C.S. Dag No.-2612 under C.S. Khatian No.-373, corresponding to R.S. Dag No- 2816 under R.S. Khatian No.-926, corresponding to L.R. Dag No- 2816 under L.R. Khatian No.-4720 , by Nature - Shali( now bastu) , together with brick built wall and tiles shaded structure measuring an area of 200 sq.ft standing thereon , with the facility of **12 ft. wide Common Passage** on the West Side , lying and situated at **Mouza-Ghuni** , J.L.No-23, R.S.NO-232, Touzi No-178, District Sub-Registrar Office at Barasat, Additional District Sub-Registrar Office at Rajarhat ( Old- Bidhannagar-Salt Lake City), Old P.S.-Rajarhat and New P.S.-New Town, within the jurisdiction of Jyangra Hatiara 2 No. Gram Panchayat, in the District of North 24 Paraganas , more fully and particularly described in the FIRST SCHEDULE hereunder written, which is free from all encumbrances, charges, liens, lispendense, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner.
- (b) **"BUILDINGS"** shall mean the Residential and commercial multi-storied building or buildings to be constructed by the Developer herein upon the Said Premises mentioned herein above with the maximum Floor Ratio [FAR] available or permissible under the Rules and Regulations of the Concerned Authority (i.e. **Jangra Hatiara -II No. Gram Panchayat & Zilla Parishad of North 24 Parganas** and from any other authorities if required) for the time being prevailing as per the plan or plans to be sanctioned by the Concerned Authority.
- (c) **"COMMON AREAS AND INSTALLATIONS"** shall mean and include the areas, **installations** and facilities as be expressed or intended by the Developer from time to time for common use of the Transferees of the Transferable Areas at the Building Complex in common with the Owners and the Developer and the persons permitted by them and in such manner and to such extent as the Developer may deem fit and proper, it being clarified that, it shall be within the rights of the Developer at any time before the completion of construction of the entire Building Complex, to





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include or exclude from time to time, any part of the Building Complex so as to form part of or not to form part of the common areas and installations which has been specifically described in the FIFTH SCHEDULE herein under.

- (d) "ARCHITECT" shall mean any person or Company whom the Developer may appoint as per its choice from time to time as the Architect for the building or buildings to be constructed upon their Said Premises.
- (e) "BUILDING PLAN" shall mean the plan or plans, elevations, structural designs, drawings and specifications of the building or buildings as shall be prepared jointly or separately by the Architect and/or structural Engineers and to be sanctioned by the Zilla Parishad of North 24 Parganas or any other concerned authority including modification or variation thereon which may be made from time to time.
- (f) "SALEABLE AREA/SPACE" shall mean the space or spaces in the new building or buildings available for independent use and occupation after making due provisions for common facilities and the space required therefore.
- (g) "BUILDING COMPLEX" shall mean the said premises with the New Building/Buildings thereon.
- (h) "GROSS SALE REVENUE" shall mean and include all the amounts to be received by the Developer towards consideration for the saleable space comprising of flats, open terrace, car parking usage charges, in the proposed project and amount receivable from the unit purchaser towards- club charges any preferred location charges, but shall not include the GST or any other present and future tax payable on sale of the units as applicable, collection of various extras and deposits mentioned hereunder, stamp duty, registration fees and other incidental and allied costs, expenses, of all deeds, documents, agreements, collected from the prospective unit purchasers. Gross Sale Revenue should be divided between the Land Owner and Developer in 37 : 63 ratio.



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- (i) "SUPPLY OF SERVICE" : Sale of a flat of the project which is under construction, shall be considered as "Supply of Service" as Construction Service and the benefit of input credit accumulated on account of receipt of Construction Service shall have to be passed on to the ultimate customer(s)/ buyer(s)/ purchaser(s).
- (j) "OWNER'S ALLOCATION" shall mean 37 % (Thirty Seven Percent) share of the Gross Sale Revenue of the saleable space constructed at or upon the building/s together with undivided and impartible proportionate share of the land and in accordance with the express terms and conditions hereof.
- (k) "DEVELOPER'S ALLOCATION" shall mean the 63 % (Sixty Three Percent) share of the Gross Sale Revenue of the saleable space constructed at or upon the building/s together with undivided and impartible proportionate share of the land and in accordance with the express terms and conditions hereof.
- (l) "TRANSFEREES" shall mean and include all persons, firm, limited company, association or any other etc. to whom any Transferable Areas is transferred or agreed to be so done.
- (m) "MARKETING" OR "TRANSFER" (with their respective grammatical variations) shall include transfer by sale, lease/or by any other means adopted to alienate or part with possession of the Transferable Areas or any part of share thereof.
- (n) "TRANSFERABLE AREAS" shall include Units (which may be flats, apartments, office spaces, shops, constructed/covered spaces, covered parking spaces/ open parking spaces and all other areas at the Building Complex capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the Building Complex capable of being commercially exploited or transferred for consideration in any manner.



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- (o) "REALIZATION" shall mean the amounts received against sale of their own transferable area for their respective allocation of the both Parties and also any amounts received on account of Extras and Deposits.
- (p) "COMMON PURPOSES" shall mean and include the purposes of managing, maintaining, administering, up-keeping and security of the Building Complex and in particular, the Common Areas & Installations; rendition of common services in common of the common expenses; the purpose of regulating mutual rights, obligations and liabilities of the transferees thereof and dealing with all matters of common interest of the transferees thereof.
- (q) "COMMON AREA/FACILITIES" shall mean corridors, hallways, stairways, passages, lift shafts, lifts, driveways, lawns, open spaces, common lavatories, generator room, fire safety work stations, electrical sub-station, tube well, pump, underground reservoir, over head water tank, plumbing lines, drains, sewers and other spaces and facilities/utilities whatsoever required for the establishment, allocation, enjoyment, provision, maintenance and/or management of common facilities of the Building/Buildings.
- (r) "COMMON EXPENSES" shall mean and include all expenses to be incurred for the maintenance management upkeep security and administration of the said Premises (including, the Common Facilities) and other Common Purpose and rendition of common services.
- (s) "COMPLETION OF CONSTRUCTION" (including its variations, "Construction shall be completed", "Complete Construction" and "Completed") shall mean all Units in the Building and Parking spaces comprised in the said Premises will be completed in all respects with all fixtures, fittings and amenities therein and the entrance, ground floor and lobby of the Building being also completed in all respects, lifts being made operative, fire safety system, necessary water, drainage sewerage and electricity





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connections have been provided. The developer shall obtain completion certificate (Fit for Occupancy) from the competent authority at its responsibility, cost and expenses.

- (t) "CONSENTS" shall mean any and all permissions, clearances, licenses, authorizations, consents, no objections, approvals and exemptions under or pursuant to any of the applicable laws or from any Government authority required in connection with the development of the said Premises and for executing this Agreement and for undertaking, performing or discharging the obligations contemplated by this agreement to be obtained by any of the Parties (Owner & Developer) if required. After execution of this "Development Agreement", any modification and changes to be obtained by each of the Parties towards construction of the building and its allied purpose, the aforesaid /Company shall intimate and obtain consent from the other.
- (u) "PARKING SPACES" shall mean multi-level car parking spaces and/or ordinary spaces in the ground floor of the Building as also in the open spaces surrounding the Building capable of being used for being parked therein or there at, motor cars and two wheelers.
- (v) "COST OF CONSTRUCTIONS" shall mean cost incurred for making construction of the new buildings along with Car Parking spaces & other amenities which will be borne by the Developer only for all the portions of land mentioned in the schedule herein below.
- (w) "TAXES AND RENTS" means all taxes, rents, assessments, duties, levies and charges, including advalorem taxes and rents on real property, personal property taxes and business and occupation taxes, imposed by any Governmental Authority in connection with the development of said Premises. The taxes and rent has been paid by the both parties before execution of the "Development Agreement" and thereafter they shall bear all taxes and rent till handing over possession of their allocation to their nominee/intending purchasers.



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- (x) **“ROOF”** shall mean ultimate roof of each of the buildings which is one of the common amenities and facilities as per definition provided in the West Bengal Apartment Ownership Act, 1972.
- (y) **“UNITS”** shall mean all the Residential and Commercial spaces and other constructed areas in the Building capable of being held, occupied and used exclusively as an independent Residential and Commercial Space or Unit.
- (z) **“TITLE DEEDS”** shall mean all the documents referred herein below of the recital in respect of said premises more fully and particularly described in the **FIRST SCHEDULE** hereunder written.
- (aa) **“FORCE MAJEURE”** shall include all the events like Fire, Earthquake, storm, lightning, flood, riots, civil commotion, Court Orders and disturbances, insurgency, enemy action or war or such other unforeseen natural calamities or any injunctions/orders of any Government, Local Authority, statutory authorities and other concerned authorities and persons restraining the development works thereof or any part thereof or any other reason beyond the control of the Developer.

## ARTICLE -II: INTERPRETATION OF TITLES

2. The OWNER has represented to the Developer as follows:

2.1a. By virtue of two several Deeds of Conveyance executed and registered on 25-02-2011 which are shown in a Chart herein below, such as –

Registration Office	Deed No.	Year	Book	Volume No.	Page Nos.	LR Dag No	LR Khatian Nos	Purchased Area (In Dec.)
ADSR- Bidhanagar (Salt Lake)	2427	2011	1	4	15744-15757	2816	2567 and 3397	283-15Ch (in 4.0487 Dec.)
ADSR- Bidhanagar (Salt Lake)	2554	2011	1	5	105-118	2816	4789	283-2Ch (in 3.5025 Dec.)



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the **Owner/First Party** had purchased ALL THAT piece and parcel of land admeasuring an area of **4(Four Cottah 15 (Fifteen) Chittaks i.e. 8.161 Decimal** more or less in C.S. Dag No.-2612 under C.S. Khatian No.-373, corresponding to R.S. Dag No- 2816 under R.S. Khatian No.-926, corresponding to LR. Dag No- 2816 under LR Khatian No.-4720 , by Nature - Shali( now bastu) , together with brick built wall and tiles shaded structure measuring an area of 200 sq.ft standing thereon , with the facility of 12 ft. wide Common Passage on the West Side , lying and situated at **Mouza-Ghuni** , J.L.No-23, R.S.NO-232, Touzi No-178, District Sub-Registrar Office at Barasat, Additional District Sub-Registrar Office at Rajarhat ( Old- Bidhannagar-Salt Lake City), Old P.S.-Rajarhat and New P.S.-New Town, within the jurisdiction of Jyangra Hatiara 2 No. Gram Panchayat, in the District of North 24 Paraganas , more fully and particularly described in the FIRST SCHEDULE hereunder written ,which is free from all encumbrances, charges, liens, lispendenses, demands, claims, hindrances, attachments, debts and dues whatsoever from any corner and since then the First Party have been possessing, enjoying and exercising its rights, title, interest of the said property peacefully without any interruption from any corner, by paying all rent and taxes before the competent authorities and have every right to transfer the same to anybody against valuable consideration .

21.b. The above-mentioned **Owner/First Party**, has mutated its land admeasuring an area of **8.161 Decimal** mentioned in the Schedule herein below, in the office of B.L. & LRO, Rajarhat, North 24 Parganas and after mutation , LR Khatian No. of the Owner has become **4720**.

21.c. By dint of purchase since being the lawful owner of the property mentioned herein above and hereunder written , the aforesaid **First Party/Owner** is well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area of **8.161 Decimal** along with a few quantum of land and the same may be a little more or less, with good marketable title and it has every right to transfer the same to

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anybody against valuable consideration prevailing in the market and the Owner has absolute right to enter into this Agreement with the Developer.

21d. The Owner herein is holding free from all encumbrances in respect of the premises in entirety more fully described in the FIRST SCHEDULE hereunder written and/or given.

21e. No person other than the owner herein has any title of any nature whatsoever in the premises or any part thereof.

21f. The right, title and interest of the Owner herein in the premises is free from all sorts encumbrances, charges, liens, lispendenses, damages, claims, hindrances, attachments, debts, dues, acquisition and requisitions whatsoever and the Owner herein has good marketable title in the said property mentioned in the FIRST SCHEDULE

21g. The premises or any part thereof is at present not effected by any acquisition and requisitions or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceeding has been received or come to the notice of the owners herein.

21h. Neither the premises nor any part thereof has been attached and/or is liable to be attached due to income Tax, revenue or any other public demand.

21i. The Owner herein has not in any way dealt with the premises whereby the right, title and interest of the Owner herein as to the Ownership, uses development and enjoyment thereof is or may be affected in any manner whatsoever.

21j. That the Owner herein undertakes and relinquishes the Developer from any dispute and differences that may arise in the near future with regard to the title of the land of the Owner or its Ownership.

22. The Owner has not entered upon any agreement or contract with any other person or persons/company or companies in connection with said premises or its



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development/sale/transfer prior to execution of this agreement and the Owner has free to enter into this agreement with the Developer.

23. There is no impediment or obstruction, restriction or prohibition in the Owner/Owners entering upon this agreement and/or in development and transfer of the said premises so developed.

24. There is no difficulty in the compliance of the obligations of the Owner/Owners hereunder.

25. Thus the First Party/Owner is desirous to do all lawful works required for implementation of the Development work either by themselves and/or by other contractors appointed by the Second Party/Developer and/or in any other manner the Second Party/Developer considered fit and proper.

26. But now the First Party have no interest to develop the said project at their own cost for their financial crisis, decided jointly to assign/sell its/their right, title and interest and/or right to develop of the land as mentioned in the Schedule herein below.

27. The Developer/Second Party has experience in developing lands and constructing multi-storied buildings, flats, apartments, market-complex, shopping mall etc.

28. The Owner / First Party being desirous of utilizing the said premises for gain, has approached the Developer/ the Second Party and the Developer has also agreed to develop the said land into a Residential Cum Commercial Complex with various modern facilities on joint venture basis at its own expenses and with its expertise, know-how and experience.

29. The parties do hereby record into writing the terms and conditions agreed by and between them in connection with the development of the said premises and the commercial exploitation of the Residential Cum Commercial Building Complex by the Parties and its/their respective contributions, rights and obligations in respect of the same as hereinafter contained.





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### ARTICLE -III: OWNER'S RIGHT

3.1. The Owner herein will at first get its share described in the SECOND SCHEDULE here under written and/ or given without any hindrance from the Developer herein and the possession of completed new flats with Completion Certificate will be handed over by the Developer to the Owner and the amount of Security Deposit i.e. Rs. 5 00,000 (Five Lakhs) only shall be refunded after completion of the whole project and taking possession of the same.

3.2. The Land Owner herein shall always possess the share of 37% of Roof Rights of the new building/buildings erected on the land mentioned in the First Schedule hereunder written.

### ARTICLE -IV: OWNER'S OBLIGATION:

4. The Owners herein shall answer and comply with all requisitions made by Advocate of the Developer herein for establishing the title of the owners herein to the premises and shall make out a marketable title but notwithstanding the same, the Owner herein shall remain liable to rectify all the defects in the title, if any, at its own costs and expenses and also to hand over all Photo copies of the deeds, documents, rent & Tax receipt of landed property to the Developer and all original deeds will be handed over by the Owner after completion of the project.

4.1 On good faith between the Parties before signing this Development Agreement, the Owner herein has already handed over the possession of the said premises, mentioned in the First Schedule herein below, to the Developer for getting sanction plan of the New Buildings from the concerned authority. The Owners herein have also handed over the photocopy of all documents of Title relating to the property mentioned in the FIRST SCHEDULE to the Developer herein. If the aforesaid documents in original are required for verification in any office relating to the said development works, the Owner or his /her/theirs agents/representatives will be bound to provide the same there keeping in his/her custody.



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4.2 The Developer herein shall be entitled to construct and complete the building in accordance with the sanction and/ or approval of the building Plan without any interference or hindrance from the said of the Owner herein.

4.3 During the continuance of these presents, the Land Owner herein will not let out, grant, lease, and mortgage and/ or create any charge in respective of this agreement, premises or any portion thereof without the consent of the Developer in writing herein.

4.4 The Owner herein will executing a Development Power of Attorney as under unto and in favor of the Developer herein or its nominee/s authorized person/persons for entering into Agreement for Sale and/ or transfer with the intending/prospective purchaser/s and/ or buyer/s in connection with the undivided proportionate share/interest of land in the premises attributable to the project and to receive the advance consideration/s thereof for the Flats/units/Car parking space pertaining to the entire project at its discretion and deposit the same in an escrow account and the same shall be divided in the ratio of **37%(Owners' Allocation) and 63% (Developers' Allocation)** respectively.

4.5. After making handover the Project, the Maintenance Charges of the unsold flats shall be divided in 37:63 ratio.

#### ARTICLE -V: DEVELOPER'S RIGHT:

5.1. The Owner hereby grants exclusive right to the Developer to build and complete the new building/buildings.

5.2 The Owner herein grant exclusive right to the Developer herein to commercially exploit the land without any obstruction and/ or claim from the Owner's herein. The Developer herein will have absolute right and authority to enter into any agreement with any Purchaser(s) in respect of the project at any price after consultation with the Owner and receive advance amount and/ or consideration amount in full thereof.

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5.3 The Developer herein shall be entitled to occupy and use the premises SUBJECT TO the terms of these presents for the duration of the project. The Developer herein shall be entitled to use the said premises for setting up temporary site office and/or quarters for its guards and other staffs and shall further be entitled to put up sign boards and advertisement in the project and post its watch and ward staffs.

5.4 Upon being inducted into the premises, the Developer herein shall be at liberty to do all works as be required for the project and to utilize the existing electricity and water, if any, in the premises, at its costs and expenses. The Developer herein shall have the right to obtain temporary connection of utilities for the project and the Owner herein shall sign and execute all papers and documents necessary therefore by the concerned authorities for such utilities required.

5.5 The Developer herein will be entitled to receive, collect and realize all money out of the said project and deposit the same in the escrow account.

5.6 The Developer herein shall cause such charges to be made in the plans as the architect may approve and/or shall be required by the concerned authorities, from time to time.

5.7 The Developer herein will be entitled to deliver units in the project to the intending and/or prospective purchaser/s and/or buyer/s.

5.8 The Developer herein will be entitled to make publicity and advertisement in all possible manners at its own cost for the benefit of commercial exploitation of the project.

5.9 The Developer herein will be entitled to sell all the materials of the existing building at its discretion without any claim whatsoever of the Owner herein.

5.10. The Owner herein shall give such co-operation to the Developer and sign all the papers, confirmation and/or authorities as may be reasonably required by the Developer herein from time to time, for the project, at the cost and expenses of the Developer.



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5.11 The Owner herein will bear all taxes and impositions on the premises and/or part thereof till the date of signing this development Agreement.

5.12 The Developer herein shall be entitled for all times to come to obtain loans from Banks and/or Financial Institutions and/or private Finances towards the cost of construction of the said project and if necessary can create mortgage of the Developer's Allocation of construction after handing over the Owner's completed Allocation to the Owner. It is the sole responsibility of the Developer herein to complete the construction without any interference, disturbance and obstruction whatsoever from any person or corner and manner whatever and sell the units and transfer the amounts in the escrow account. If this Development is terminated by the parties for any reason, only the Developer will be liable and bounded to release the mortgaged deeds from the financial Institution or Bank by making repayment of loan amount.

5.13 The Developer herein shall always possess the share of 63% of Roof Rights of the new building/buildings erected on the land mentioned in the First Schedule hereunder written.

5.14 The Developer herein shall have the right of further construction, erection and promotion of further stories i.e. more than G+4 stories, at and upon the said premises subject to the permission and sanction by the said Municipal authority, in the same ratio i.e. 37%(Owners' Allocation):63% (Developers' Allocation).

5.15 That on each such additional construction at and upon the property mentioned in the FIRST SCHEDULE hereunder written and /or given, the cost of construction will be borne by the Developer and the Land Owners jointly as per their allocation ratio i.e. 37%:63% and the shares/allocations of the said additional constructed area shall be having 37%(Owners' Allocation) and 63% (Developers' Allocation) ratio respectively.

5.16 The expenses towards Advertisement and Publicity for marketing the aforesaid project shall be borne by the Developer only.



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5.17. The Developer herein shall be entitled to acquire, purchase, seize, possess, own and have the land property and/or properties adjacent and/or adjoining the property of the project mentioned in the FIRST SCHEDULE written hereunder, as per its choice, but the said excess quantum of land will not be include in this project.

#### ARTICLE- VI:DEVELOPER'S OBLIGATIONS

6.1 The Developer herein will complete the project in completely habitable condition **within 30 (Thirty) months** from the date of execution & Registration of this Agreement .The Developer herein will be entitled to get another **6 (Six) months** as grace period for completion of the project subject to **Force Majeure** clause. It is pertinent to mention herein that the Developer shall complete the entire project in complete satisfaction of the owners and to obtain completion certificate ( fit for occupancy) within the stipulated period of **36 (Thirty Six ) months** including the grace period. Time for completion of the proposed building is the essence of the contract.

6.2. In case, the Owners comply with and/or are ready and willing to carry out its obligations as stated herein and the Developer fails and /or neglects to comply with its obligations to construct and complete the Buildings within the stipulated period, the Developer shall not be entitled to get any extension of time and in case of failure to complete the buildings, the Developer shall be liable to pay to the Owners predetermined compensation of **Rs 10,000/- (Rupees Ten Thousands ) only** per month for every completed month's delay beyond the grace period.

6.3 All those costs, charges, and expenses for construction of the buildings and/or the development of the said premises shall be borne and paid by the Developer herein exclusively and the entire liability of the costs of construction including G.S.T., if applicable , specially arising out of the construction of the new buildings of the project and transfer of development right to the Developer by the Land Owner , in future, shall be borne by the Developer herein only and the Owners shall not be held liable any way for the said cost.





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6.4. The Developer herein will complete the project as per specification annexed hereto, in the FORTH SCHEDULE written hereunder.

6.5. The Developer herein shall construct the building with standard materials available in the market.

6.6. The Developer herein will bear all the costs including G.S.T. , if applicable , arising out of the construction of the new buildings of the project and transfer of development right to the Developer by the Land Owners, in future.

6.7. If the Owner herein shall at any point of time intend to sell, convey, transfer, alienate, grant, demise, devise and provide any part and/or portion of the property mentioned in the FIRST SCHEDULE written hereunder, then they can do after taking consent from the Developer in all other cases the Developer has the exclusive right to sell and transfer any of the constructed portion of the Developer's Allocation in the form of unit/car parking. The amount of Security Deposit i.e. **Rs. 5 00,000 (Five Lakhs)** only shall be refunded after completion of the whole project.

#### ARTICLE VII: OPERATION OF THE ESCROW ACCOUNT

7.

7.1. All revenues to be received towards sale of the units and/or constructed space in the said project shall be deposited in an Escrow account (hereinafter said "Escrow Account") to be opened in any Scheduled/ Nationalized/Private Bank.

7.2. The Bank shall be jointly advised by the land owners and the Developer to operate the Escrow account and to transfer and remit on weekly basis in their respective share basis, the amounts that shall be intimated to the escrow bank on the joint signatures of the parties herein.

7.3. The Escrow Bank shall be jointly advised by the parties herein to in such manner that 37% of the sale proceeds in portion to the new buildings shall be transferred to the linked account of the Land Owners through the main Escrow Account of the project as



*[Handwritten mark]*

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per their allocation mentioned in Para No. 1(i) and balance 63% to the Developers, mentioned in Para No. 1(j)

7.4. The parties shall from time to time jointly settle the other amounts agreed to be shared under this agreement and accordingly such amount shall be transferred to the account of the Land Owners or to the Developer (as the case may be) from the Escrow Account under joint advice of the parties to the escrow bank.

7.5. The Escrow Account shall be operational till such time all the units in the project are sold and all revenues received. The Land Owners shall pay/refund to the Developer the aforesaid amount of Security Deposit i.e. **Rs. 5 00,000 (Five Lakhs) only** after completion of the whole project. The Owners and the Developer shall pay the costs and charges for operation of the said account on the basis of the sharing ratio.

#### ARTICLE- VIII: TRANSFER OF SPACE

8.

8.1 The Developer shall, be entitled to deal with and dispose of the entire project at a price which shall be fixed in consultation with the Land Owners and this process will go on till the disposal of the entire project.

8.2 The Developer shall carry out the sales and marketing of the project and receive all considerations in the designated bank account and the share of the land owners shall be handed over to them through the designated Escrow account.

8.3 In this regard, it is however, expressly made clear that:

(a) The Landowner do hereby also accord their consent and authorization to the Developer to enter into this agreements and contracts with the prospective buyers in respect of the entire share of Land owners and/or the entire constructed space/Project,

(b) The Land owners or its legal representative or nominees or authorized persons shall join as party to all such agreements, contracts for confirming title thereunder to execute and register the Deed /s and/or Agreement of Sale, transfer, conveyance and



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assignment in respect of the entire share either as the Land owners and/or Confirming Party.

(c) The Landowners have agreed to be the Parties to the Deed and/or agreements of sale/ transfer of constructed spaces in the project either by being personally present or through the power of attorney registered along with this agreement and accordingly all right, title and interest in the property shall stand entirely relished and/or relinquished and sufficiently discharged in favor of the Intended Purchaser/s and/or the Transferees of all unit purchasers in the project.

#### ARTICLE -IX: OWNER'S AND DEVELOPER'S INDEMNITY

9.

9.1. The Developer herein indemnifies the owners herein against all claims, actions, suits and proceedings arising out of any acts of the Developer herein in connection with the construction, any accident at the site, quality of construction, any third party claim or demand, any unforeseen situations and act of God relating to the construction, erection, promotion, building and development of the subject building as undertaken by the developer herein in pursuance to and in terms of these presents.

9.2. The Developer herein shall indemnifies and keep the Land Owner herein indemnified in respect of all the costs, expenses, liberties, claims, and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.

9.3. The Land Owner herein indemnifies the Developer herein against all the charges, claims and demands from any person, Company, bank and/or Court or any one against the title of the Land.

9.4. The Land Owner herein indemnifies the Developer herein against any demand and/or demand/claim made by any authority for any tax dues before entering this Development Agreement.



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ARTICLE- X- COMMON UNDERSTANDINGS

10.

10.1. In case it is required to pay any outstanding dues to the municipality or any other out going and liabilities in respect of the premises till the date of Owner's hand over the vacant and peaceful possession of the premises to the Developer herein, then the Owners herein shall pay such dues and bear the costs expenses thereof and the Developer herein shall be liable for the subsequent period, if any. In other words, the Developer herein shall pay the municipal rates and taxes and electric bills from the date of taking possession of the said premises till the date of handing over the Owner's Allocation to the Owner herein.

10.2. The cost of transformer for the said project will be borne by the Developer only and the Developer herein will provide electricity connection for the entirety of the building and the owners and/or its nominees shall reimburse the Developer herein proportionately for their own share out of the total of deposits and expenses as be required to obtain electricity from the WBSEDCL or otherwise subject to making satisfaction him/her/them with documentary proof from the concerned authority.

10.3 Upon completion of the building and/or floors therein, from time to time, the Developer herein shall maintain and manage the same in accordance with such rules applicable in West Bengal and as in conformity with other buildings containing Ownership Units/Flats diligently. The Developer and the Land Owner and/or their respective transferees, if any, shall comply with the said rules and/ regulations and shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management.

10.4. The Developer is authorized to raise further constructions and/or floors over and above the Ground plus Four Storied Buildings and in the event of obtaining further sanction by the Developer, the Land Owner shall be liable to pay the said costs and expenses with regard to obtaining sanction of such further floors and the allocation



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between parties will be 37% : 63% (Owners' Allocation : Developer's Allocation) as herein above.

#### ARTICLE- XI: COMMON RESTRICTIONS

##### 11.

11.1 Neither the Parties shall use nor permit to use of their respective constructed space or any portion of the new building for carrying any trade or activity detrimental to the peaceful living of the other occupiers of the buildings.

11.2 Neither the Parties shall demolish any wall or make any structural alteration to the buildings.

11.3 Both the Parties shall abide by all laws, bye laws, rules and regulations of the competent authority in enjoying the occupation of the buildings.

11.4 Both the Parties will jointly form an ad-hoc common body committee to look after the maintenance of the buildings.

11.5 Neither the Parties shall use or permit to use of the projected and/or any constructed space or any portion of the said building(s) for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.

11.6 Both the Parties will allow the said Association or the common persons to enter into project for maintenance of the buildings upon giving notice in writing.

11.7 Both the parties and also their transferees will bear proportionate tax, maintenance cost, day to day expenditure for their respective shares, after completion of the buildings/project.

#### ARTICLE- XII: TAX RELATED MISCELLANEOUS MATTERS

12. Sale of a flat of the project which is under construction, shall be considered as "Supply of Service" as Construction Service and the benefit of input credit accumulated



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on account of receipt of Construction Service shall have to be passed on to the ultimate customer(s)/ buyer(s)/ purchaser(s).

#### ARTICLE- XIII: FORCE MAJURE

13. The Developer herein will complete the project within the stipulated period subject to the circumstance which may not be found beyond the control of the Developer herein.

#### ARTICLE- XIV: JURISDICTION

14. The court under which jurisdiction the property is lying & situated under these presents, will have the exclusive jurisdiction in pursuance of this agreement.

#### ARTICLE- XV: TERMINATION

15. That the agreement will be terminated on giving ~~6~~(Six) months' notice by both the Parties on the reasonable grounds.

#### ARTICLE- XVI: NOTICES

16. All notices to be served hereunder by any of the Party on the other shall be deemed to have been served on the 4<sup>th</sup> day from the date of dispatch of such notice by prepaid registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall be entitled to raise any objection as to service of the notice deemed to have been served as aforesaid.

#### ARTICLE- XVII: APPLICATION OF RERA, 2016 AND/OR HIRA, 2017:

17. All the rules and regulations of the Real Estate (Regulations & Development) Act, 2016 (RERA) and/or West Bengal Housing Industry Regulation Act, 2017 (HIRA) will be complied by all the concerned parties imposed by the Central Government as well as the State Government, by notification in the Official Gazettee.



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ARTICLE- XVIII ARBITRATION

18. a) All disputes and differences that may arise between the parties hereto relating to or in connection with the matter of the present Development Agreement, made between the parties or their representatives shall be referred to the sole Arbitrator whose decision shall be final and binding on both the parties.

b) All disputes or differences relating to the specifications, designs, drawings and as to quality of workmanship or material used in the work or as to any other question arising out of or relating to the contract, design, drawings, specifications, orders or otherwise in connection with the agreement or the carrying out of the works, whether during the progress of the work or after the completion or abandonment there shall be referred to the Arbitral Tribunal.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring about **4(Four) Cottah 15 ( Fifteen ) Chittaks i.e. 8.1468 Decimal** more or less in C.S. Dag No.-2612 under C.S. Khatian No.-373, corresponding to R.S. Dag No- 2816 under R.S. Khatian No.-926, corresponding to LR. Dag No- 2816 under LR. Khatian No.-4720 , by Nature - Shali( now bastu) , together with brick built wall and tiles shaded structure measuring an area of 200 sq.ft standing thereon , with the facility of **12 ft. wide Common Passage** on the West Side , lying and situated at **Mouza-Ghuni** , J.L.No-23, R.S.NO-232, Touzi No-178, District Sub-Registrar Office at Barasat, Additional District Sub-Registrar Office at Rajarhat ( Old- Bidhannagar-Salt Lake City), Old P.S.-Rajarhat and New P.S.-New Town, within the jurisdiction of Jyangra Hatiara 2 No. Gram Panchayat, in the District of North 24 Paraganas which is butted and bounded by:

On the North :

On the South :

On the East :

On the West :



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THE SECOND SCHEDULED ABOVE REFERRED TO

(OWNERS' ALLOCATION)

**Owner's Allocation** shall mean 37% (Thirty Seven Percent) of the gross sales revenue of the saleable space constructed at or upon the First Schedule property together with the undivided proportionate share in the land mentioned the FIRST SCHEDULE hereunder written and/or given in the project being CHITRAKUT ENCLAVE and the amount of Security Deposit i.e. Rs. 5 00,000 (Five Lakhs) only shall be refunded after completion of the whole project.

THE THIRD SCHEDULED ABOVE REFERRED TO

(DEVELOPER'S ALLOCATION)

**Developer's Allocation** shall mean 63% (Sixty Three Percent ) of the Gross Sales Revenue of the saleable space constructed at or upon the First Schedule property together with the undivided proportionate share in the land mentioned the FIRST SCHEDULE hereunder written and/or given in the project being CHITRAKUT ENCLAVE.

THE FOURTH SCHEDULED ABOVE REFERRED TO

(SPECIFICATIONS )

**A Common Areas & Installations at individual buildings:**

1. Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the two lifts of the Designated Block.
3. At least one manual Lift with all machineries, accessories and equipments (including the lift machine room) and lift well for installing the same in the Designated Block.
4. Electrical installations with main switch and meter and space required therefore in the Building.
5. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.



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6. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
7. Such other areas, installations and/or facilities as the Developer may from time to time specify to form part of the Common Areas and Installations of any individual building.

B. Specifications as regards constructions of and fittings and fixtures to be provided in the Units:

### "SPECIFICATIONS"

Foundation & Super Structure	Earthquake-resistant RCC framed structure
	<b><u>INTERNAL SPECIFICATIONS</u></b>
Wall finish	Internal walls with plaster of Paris.
Flooring	Vitrified tiles in all bedrooms, living/dining rooms, Balcony/Verandah.
Kitchen	Green marble (Polished) platform.
	Floor made with Anti-skid ceramic tiles.
	Stainless steel sink.
	Dado up to 2 feet above the counter/platform with Ceramic tiles
	Provision for installing exhaust fan/ chimney
	Electric points for microwave & water filter
Toilet	floor with anti-skid Ceramic tiles
	Finest quality tiles on the walls up to a height of 6 feet
	CP fittings of ISI Mark
	White Sanitary ware of ISI Mark
Windows	Anodized aluminium sliding glass windows.



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Doors	Flush door with wooden frame.
Electricals	Concealed copper wiring with switches (ISI marked)
	Door bell point at the main entrance door
	Adequate electrical points/switch boards in all bedrooms, living cum dining room, kitchen and toilet
	Cable T.V. & telephone points in living and dining rooms
	Washing Machine Point will be given.
	<b><u>EXTERNAL SPECIFICATIONS</u></b>
Structure	RCC
Elevation	Modern aesthetic elevation
Wall finish	By synthetic base paint
Ground Lobby	Kota stone equivalent/Tiles on floor
Staircase & Floor Lobby	Kota stone/Tiles on staircases & floor lobby
Elevators	Lift from a reputed manufacturer
Water	24 hours Deep tube well
Security	CCTV at ground floor with 24x7 central security surveillance.
Fire fighting system	Adequate nos. of fire extinguishers to be in common areas.
Generator	Back up for all common areas.
Common lighting	Overhead illumination for driveway. Necessary illumination in all lobbies, staircases & common areas.



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THE FIFTH SCHEDULED ABOVE REFERRED TO:(COMMON AREA AND FACILITIES)

1. Stairs, staircase and landing and lifts.
2. Egress and ingress from and to the said flat and building as well as premises.
3. Pump room, electric meter room.
4. Caretaker's room, if any.
5. Underground and overhead reservoir.
6. Common plumbing and other common relations.
7. Electric wiring, connection, installations and equipments.
8. Motor pump room, lift and fittings including those are installed for particular unit.
9. Boundary wall, drainage, sewerage system of the premises and the building.
10. Swimming pool and Community hall.

THE SIXTH SCHEDULED ABOVE REFERRED TO:

1. All costs of maintenance operating, replacing white washing, painting, rebuilding, reconstructing, decorating re-decorating and lighting the common parts, roof and the outer walls of the said building.
2. All charges and deposits for supplies of common use.
3. Municipal taxes and other outgoing save those as are separately assessed on the respective Units/ Spaces.
4. Costs and charges of establishment for maintenance of the said building.
5. All other expenses and outgoing as are deem by the Owners and the purchaser to be necessary or incidental for and regulating, interest, the right of the purchaser.
6. All expenses referred above shall be borne and paid proportionately by the Owners and Developer herein and/or their respective nominees on and from the date of making over possession of their respective portion.



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

SIGNED, SEALED AND DELIVERED

by the Owner at Kolkata in the presence of:

- 1) Shek Ataur Rahaman  
31, Sadepur Brick Field Road  
Kolkata - 700082
- 2) Panehu gopal Sardar  
35, Vivekananda Road  
Kot 700007

**GADIA ASSOCIATES PVT. LTD**

*Ratons Lal Gadia*

**Director**

---

SIGNATURE OF THE OWNER/  
FIRST PARTY

SIGNED, SEALED AND DELIVERED

by the Developer at Kolkata in the presence of:

- 1) Shek Ataur Rahaman
- 2) Panehu gopal Sardar

**NEELKANTH NIRMAN (PVT) LTD.**

*Brijesh Kumar Aggarwal*

**DIRECTOR**

---

SIGNATURE OF THE DEVELOPER  
/SECOND PARTY

Drafted & Prepared by



**(Shek Ataur Rahaman)**

Advocate

Alipore Judges' Court,

(Regn.No.-WB/382/2000)

**Note:** Out of Total Stamp Duty payable, the amount of Rs.500/- is paid in one Non-Judicial Stamp Paper and the rest amount is paid on line through Net Banking.



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MEMO OF CONSIDERATION:

RECEIVED from the within-named **Developer** the amount of **Rs. 5 00,000 (Five Lakhs)** only as refundable Security Deposit by RTGS being UTR No. ICICIR52017091200807960, dated-12-09-2017, from ICICI Bank , Vivekananda Road Branch, in favour of M/S GADIA ASSOCIATES PRIVATE LIMITED.

SIGNED, SEALED AND DELIVERED  
by the Owner at Kolkata in the presence of:

1) *Shek Atous Rahman*

**GADIA ASSOCIATES PVT. LTD**

*Ratam K. P. Gadia*

**Director**

2) *Rancho gopal Sardar*












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**SIGNATURE OF THE OWNER/  
FIRST PARTY**



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DISTRICT- KOLKATA  
OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

		Thumb	1st finger	Middle finger	Ring finger	Small finger
 <i>Ratan Lal Gadia</i>	Left Hand					
	Right Hand					

Name: RATAN LAL GADIA

**GADIA ASSOCIATES PVT. LTD**

*Ratan Lal Gadia*

Signature :- \_\_\_\_\_

**Director**

 <i>Brijesh Kumar Agrawal</i>	Left Hand					
	Right Hand					

Name: BRIJESH KUMAR AGRAWAL

**NEELKANTH NIRMAN (PVT) LTD.**

*Brijesh Kumar Agrawal*

**DIRECTOR**

Signature :- \_\_\_\_\_

PHOTO	Left Hand					
	Right Hand					

Name: \_\_\_\_\_

Signature :- \_\_\_\_\_



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### Major Information of the Deed

Deed No :	I-1904-07344/2018	Date of Registration	05/07/2018
Query No / Year	1904-0000859911/2018	Office where deed is registered	
Query Date	02/06/2018 1:38:52 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Shek Ataur Rahaman Alipore Judges Court, P.O.-Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9073103425, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 40,92,703/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 5,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks			

#### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni

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-2816	LR-4720	Bastu	Shali	4 Katha 15 Chatak	4,70,000/-	40,32,703/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>8.1469Dec</b>	<b>4,70,000 /-</b>	<b>40,32,703 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	30,000/-	60,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 2 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>200 sq ft</b>	<b>30,000 /-</b>	<b>60,000 /-</b>	

#### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>GADIA ASSOCIATES PRIVATE LIMITED</b> Meridian Plaza, 209, C.R.Avenue, 4th Floor, P.O:- Bedon Street, P.S:- Girish Park, Kolkata, District -Kolkata, West Bengal, India, PIN - 700006, PAN No.:: AAACG9834D, Status :Organization, Executed by: Representative, Executed by: Representative







Major Information of the Deed :- I-1904-07344/2018-05/07/2018




**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>NEELKANTH NIRMAN PRIVATE LIMITED</b> 17/H/8, Balai Singhi Lane, 1st Floor, P.O:- Amherst Street, P.S:- Amherst Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700009 , PAN No.:: AACCN0826A, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr RATANLAL GADIA (Presentant)</b> Son of Late Mongilal Gadia Date of Execution - 29/06/2018, , Admitted by: Self, Date of Admission: 05/07/2018, Place of Admission of Execution: Office	 <small>JUL 5 2018 1:47PM</small>	 <small>LTI 05/07/2018</small>	 <small>05/07/2018</small>
	CF-71, Sector-I, Salt Lake City,, P.O:- Salt Lake, P.S:- North Bidhannagar, Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ANSPG1099E Status : Representative, Representative of : GADIA ASSOCIATES PRIVATE LIMITED (as Director)			
2	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr BRIJESH KUMAR AGRAWAL</b> Son of Late Bajinath Agrawal Date of Execution - 29/06/2018, , Admitted by: Self, Date of Admission: 05/07/2018, Place of Admission of Execution: Office	 <small>JUL 5 2018 1:47PM</small>	 <small>LTI 05/07/2018</small>	 <small>05/07/2018</small>
	10/14, Brijdham Housing Complex, Shreebhumi, P.O:- Shreebhumi, P.S:- Lake Town, Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700048, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACYPA6430G Status : Representative, Representative of : NEELKANTH NIRMAN PRIVATE LIMITED (as Director)			

**Identifier Details :**

Name & address	
Mr Shek Ataur Rahaman Son of Mr Sk. Anisur Rahaman 34, Sodepur Brick Field Road, P.O:- Haridevpur, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700082, Sex: Male, By Caste: Muslim, Occupation: Advocate, Citizen of: India, , Identifier Of Mr RATANLAL GADIA, Mr BRIJESH KUMAR AGRAWAL	05/07/2018
	

Major Information of the Deed :- I-1904-07344/2018-05/07/2018





Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	GADIA ASSOCIATES PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-8.14688 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	GADIA ASSOCIATES PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-200.00000000 Sq Ft

## Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 2816(Corresponding RS Plot No:- 2816), LR Khatian No:- 4720	Owner:মে: গাদিয়া এসোসিয়েটস্, Gurdian:প্রা: িং, Address:176,এম.জি.রোড, কোল-07, Classification:শালি, Area:0.20000000 Acre,

### Endorsement For Deed Number : I - 190407344 / 2018

On 04-06-2018

#### 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 40,92,703/-

*Al*

**Asit Kumar Joarder**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**

On 05-07-2018

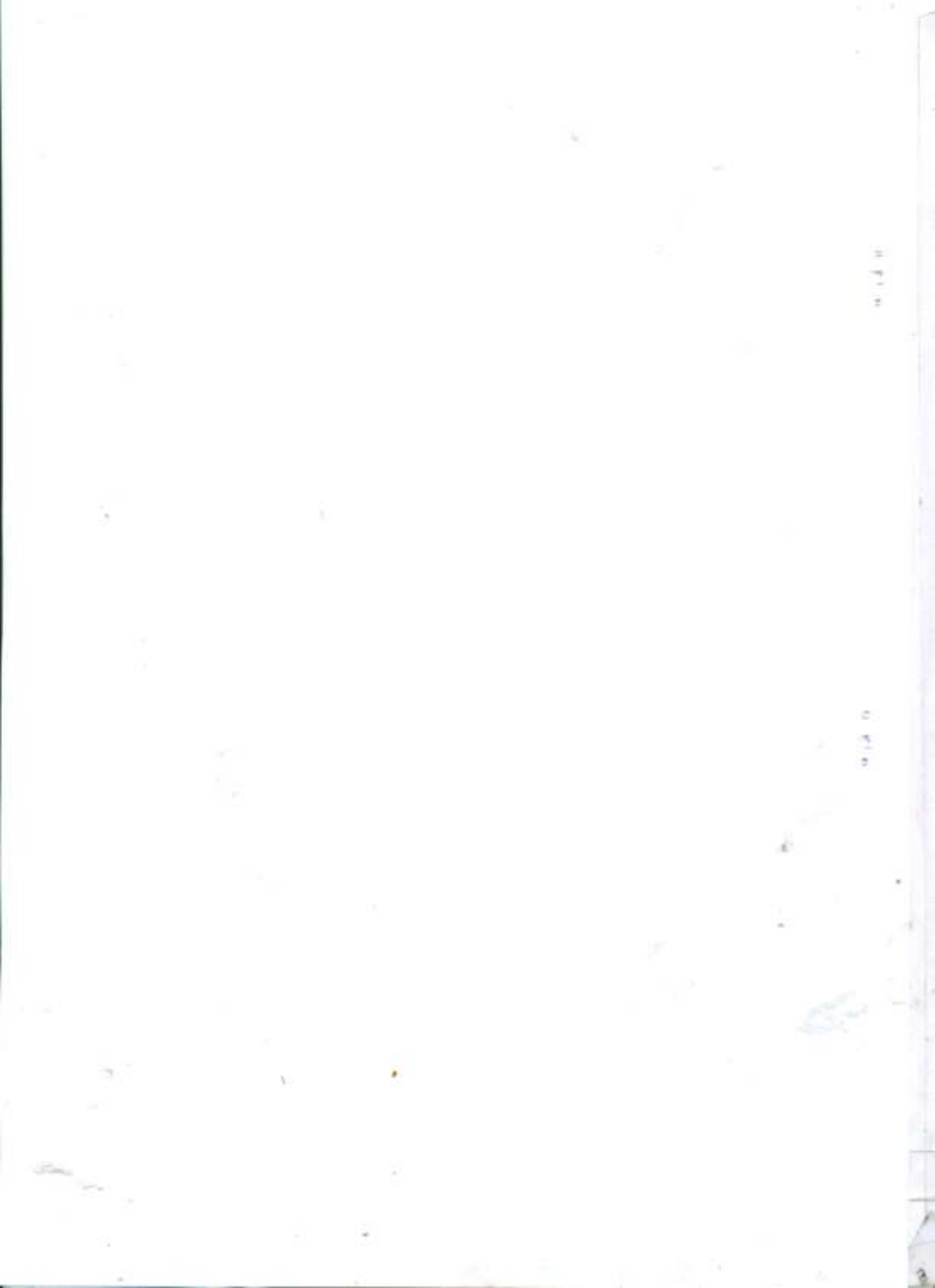
#### Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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

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

Presented for registration at 11:58 hrs on 05-07-2018, at the Office of the A.R.A. - IV KOLKATA by Mr RATANLAL GADIA ..

Major Information of the Deed :- I-1904-07344/2018-05/07/2018



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

Execution is admitted on 05-07-2018 by Mr RATANLAL GADIA, Director, GADIA ASSOCIATES PRIVATE LIMITED (Private Limited Company), Meridian Plaza, 209, C.R.Avenue, 4th Floor, P.O:- Bedon Street, P.S:- Girish Park, Kolkata, District-Kolkata, West Bengal, India, PIN - 700006

Indetified by Mr Shek Ataur Rahaman, . , Son of Mr Sk. Anisur Rahaman, 34, Sodepur Brick Field Road, P.O: Haridevpur, Thana: Thakurpukur, . South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Muslim, by profession Advocate

Execution is admitted on 05-07-2018 by Mr BRIJESH KUMAR AGRAWAL, Director, NEELKANTH NIRMAN PRIVATE LIMITED (Private Limited Company), 17/H/8, Balai Singhi Lane, 1st Floor, P.O:- Amherst Street, P.S:- Amherst Street, Kolkata, District-Kolkata, West Bengal, India, PIN - 700009

Indetified by Mr Shek Ataur Rahaman, . , Son of Mr Sk. Anisur Rahaman, 34, Sodepur Brick Field Road, P.O: Haridevpur, Thana: Thakurpukur, . South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Muslim, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,105/- ( B = Rs 5,000/- , E = Rs 21/- , I = Rs 55/- , M(a) = Rs 25/- , M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/06/2018 3:15PM with Govt. Ref. No: 192018190245464771 on 05-06-2018, Amount Rs: 5,105/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1466249700 on 05-06-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 500/-, by online = Rs 6,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 244, Amount: Rs.500/-, Date of Purchase: 06/06/2018, Vendor name: P Dey  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/06/2018 3:15PM with Govt. Ref. No: 192018190245464771 on 05-06-2018, Amount Rs: 6,521/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1466249700 on 05-06-2018, Head of Account 0030-02-103-003-02



**Asit Kumar Joarder**

**ADDITIONAL REGISTRAR OF ASSURANCE**

**OFFICE OF THE A.R.A. - IV KOLKATA**

**Kolkata, West Bengal**

Major Information of the Deed :- I-1904-07344/2018-05/07/2018

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Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2018, Page from 294165 to 294207  
being No 190407344 for the year 2018.



Digitally signed by ASIT KUMAR  
JOARDER  
Date: 2018.07.17 18:23:18 +05:30  
Reason: Digital Signing of Deed.

*Al*

(Asit Kumar Joarder) 17-07-2018 18:23:11  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

**(This document is digitally signed.)**