পশ্চিমবজা पश्चिम बंगाल WEST BENGAL

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legistration. The Signature Sheet and the inducement sheets attached to this document are the part the

Additional Registrar of Assignmently, Kolkata

2 8 FEB 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 23 val day of February, 2019 (Two Thousand Nineteen) of the Christian Era.



2.5 FEB 2019

ldentified by me-

Shek Ataur Rahaman, Advocate S/O-Sk Anisur Rahaman 34, Sodepur Brick Field Road P.O.+P.S.- Haridevpur Kolkata-700082

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

GRN:

19-201819-035915370-1

Payment Mode

Online Payment

GRN Date: 22/02/2019 15:56:09

Bank:

HDFC Bank

BRN:

724184465

BRN Date: 22/02/2019 15:58:34

DEPOSITOR'S DETAILS

ld No.: 19040000270293/4/2019

[Query No./Query Year]

Name:

SUNIL GADIA

Contact No.:

Mobile No. :

+91 9831064848

E-mail:

info@meridiangrouprealty.in

Address:

209 C R AVENUE KOLKATA700006

Applicant Name:

Mr Shek Ataur Rahaman

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

Payment No 4

PAYMENT DETAILS

SI. No.	Identification / No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19040000270293/4/2019	Property Registration-Stamp duty	0030-02-103-003-02	6911 s
2	19040000270293/4/2019	Property Registration-Registration Fees	0030-03-104-001-16	5098

Total 12009

In Words:

Rupees Twelve Thousand Nine only





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 Anil Gadia, (PAN-AFOPG3855L), son of Sri Ratan Lal Gadia, by Occupation-Business, by faith- Hindu, by Nationality- Indian, residing at CF-71, Sector-1, Salt Lake City, P.O.- Salt Lake, P.S.- North Bidhaunagar, 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

NEFLKANTH NIRMAN PRIVATE LIMITED (PAN-AACCN0826A), a company incorporated under the provisions of the companies Act 1956, having its registered office at 17/H/8, Balai Singhi Lane, 1st 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.



OF ASSURANCES-IV, ROLKATA

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ARTICLE-1: PURPOSE & DEFINITIONS

1.A.PURPOSE:

The purpose of this Development Agreement is to provide for the terms of understanding by and amongst the parties for carrying out the development works and construction of Residential Multi-Storied Building or Buildings at Bsatu 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 - 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-252, 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 and allocation of the constructed area thereon to the parties.

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

(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



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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, INSTALLATIONS AND FACILITIES" 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(s) 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(s), to include or exclude from time to time, any part of the Building(s) 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) AREA: AREA shall mean Carpet Area, Built-Up area and Saleable Area/ Chargeable Area which are defined elaborately in the following manner:
 - t) <u>CARPET AREA</u> shall mean the net useable area of the unit including the area covered by the internal partition walls of the unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area. Carpet Area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/-3% (Three percent) on account of structural, design and construction variances. In case of any dispute on the measurement of carpet area, the same



shall be physically measured after removing all finishes that have been applied/fitted and all cost related to removal and refitting of such finishes shall be borne by the party which raises the dispute in relation to the measurement of carpet area.

- ii) BUILT-UP AREA shall mean the entire built-up area as sanctioned by the Concerned Authority (i.e. Jangra Hatiara -II No. Gram Panchayat & Zilla Parishad of North 24 Parganas) as per approval of its Other Authorities, from time to time and shall include the plinth area of the units, including the plinth area of the bathrooms, balconies and terraces, if any, appurtenant thereto and also the thickness of the wall (external or internal) and pillars and the areas of the Common Portions.
- iii) SALEABLE AREA/CHARGEABLE AREA of the said Unit shall mean the carpet area along with the area covered by the internal partition walls and external walls of the unit, exclusive balcony/verandah/open terrace area in the new Building(s)/Apartment/Unit along with the proportionate share in the Common Portions and such area shall be applicable for the purpose of calculation of the liabilities of the Allottee(s)/Purchasers including for taxes, maintenance charges, deposits etc.
- (f) "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.
- (a) "BUILDING COMPLEX" shall mean the said premises with the New Building/Buildings thereon.
- (b) "OWNER'S ALLOCATION" shall mean 37 % (Thirty Seven Percent) share in the Transferable Areas/ Constructed Areas in the building/s together with undivided and impartible proportionate share of the land subject to any additions or reductions thereof in accordance with the express terms and conditions hereof.
- (i) "<u>DEVELOPER'S ALLOCATION</u>" shall mean the 63 % (Sixty Three Percent) share in the Transferable Areas/Constructed Areas in the building/s together with undivided and



- impartible proportionate share of the land subject to any additions or reductions thereof in accordance with the express terms and conditions hereof.
- (j) "TRANSFERFF(S)/PURCHASER(S)" 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.
- (k) "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.
- (I) "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(s) 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(s) capable of being commercially exploited or transferred for consideration in any manner.
- (m) <u>REALIZATION</u>" 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.
- (n) "COMMON PURPOSES" shall mean and include the purposes of managing, maintaining, administering, up-keeping and security of the Building(s) 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.
- (o) "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.



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- (p) "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.
- (q) "COMPLETION OF CONSTRUCTION" (including its variations, "Construction shall be completed", "Complete Construction" and "Completed") shall mean all Units in the Building(s) 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(s) being also completed in all respects, lifts being made operative, fire safety system, necessary water, drainage sewerage and electricity connections have been provided. The Developer shall obtain completion certificate (Fit for Occupancy) from the competent authority at its responsibility, cost and expenses.
- (r) "CONSENTS" shall mean any and all permissions, clearances, licenses, authorizations, consents, no objections, approvals and exemptions under or pursuant to any of the applicable lays 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.
- (s) "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.
- (t) 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.
- (u) "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.
- (v) <u>ROOF</u> shall mean ultimate roof of each of the buildings which is one of the common amenities and facilities as per definition provided in the Act.
- (w) "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.
- (x) "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 <u>FIRST SCHEDULE</u> hereunder written.
- (y) LOCAL AUTHORITY means the Jangra Hatiara -II No. Gram Panchayat and Zilla Parishad of North 24 Parganas or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction;
- (x) 'COMPLETION CERTIFICATE' means the completion certificate or occupancy certificate or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;
- (aa) PROJECT shall mean the work of development undertaken by the Developer/Owner from inception till the development of the said Premises is completed, possession of the completed flats is taken over by the Purchasers/Owners and the Deeds of Conveyance/Transfer are executed and registered in favour of the Purchasers/Owners and possession of the completed Flats che made over to the Purchasers/Owners and the name of the Project has been fixed by the Developer as "Chitrakut Enclave".
- (bb) "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.

(cc) PROJECTS ADVOCATE shall mean SHEK ATAUR RAHAMAN, Advocate of 34, Sodepur Brick Field Road, P.O+P.S.-Haridevpur, Kolkata-700082, who have been appointed by the Developer as well as the Land Owners and has prepared this Development Agreement and shall prepare all legal documentation regarding the development, construction, sale and transfer of the Flat Units therein, including the Deeds of Conveyance.

ARTICLE-II: INTERPRETATION OF TITLE

The OWNER has represented to the Developer as follows:

21.a. 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	No.	Year	Book	Volume No.	Page Nos.	LR. Dag No	L.R. Khatian Nos	Purchased Area (In Dec.)
ADSR- Bidhannagar (Salt Lake)	2427	2011	r	4	13744 - 13757	2816	2367 and 3397	2Kh-13Ch (te. 4.5487 Dec.)
ADSR- Bidhannagar (Salt Lake)	2534	2011	1	5	105-118	2816	4789	2Kh-2Ch (ta.35123 Dec.)

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 L.R. Dag No-2816 under L.R. Khatian No.-4720, by Nature – Shali, 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-25, R.S.NO-252, 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. & L.R.O., Rajarhat, North 24 Parganas and after mutation, L.R. Khatian No. of the Owner has become 4720.

21.c. Thereafter the aforesaid Owner/First Party herein above, has also applied for conversion of the aforesaid plot of land mentioned in the <u>First Schedule</u> herein below, in the concerned office and accordingly the aforesaid plot of Shali land has been converted into "Bastu" land.

21d. 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 anybody against valuable consideration prevailing in the market and the Owner has absolute right to enter into this Agreement with the Developer.

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

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

21.g. 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,



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dues, acquisition and requisitions whatsoever and the Owner herein has good marketable title in the said property mentioned in the <u>FIRST SCHEDULE</u>.

- 21.h. 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.
- 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.
- 2.1.j. 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.
- 21k. 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.
- 2.2. 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 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.
- 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.



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- 2.6. 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.
- The Developer/Second Party has experience in developing lands and constructing multistoried buildings, flats, apartments, market-complex, shopping mall etc.
- 2.8. 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 Building(s) with various modern facilities on joint venture basis at its own expenses and with its expertise, know-how and experience.
- 2.9. 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 ita/their respective contributions, rights and obligations in respect of the same as hereinafter contained.

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 Refundable Security Deposit is Rs. 5 00,000 (Five Lakhs) only which shall be refunded after completion of the whole project and taking possession of the same.
- 5.2. 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 <u>First Schedule</u> 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.

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 sale of the Flats/Units/Car Parking Spaces pertaining to the entire project at its discretion.

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(s) and receives advance amount and/or consideration amount in full thereof for the Developer's Allocation only.
- 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.



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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.

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 <u>First Schedule</u> 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 Sanctioning 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 Owner (s) 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 <u>FIRST SCHEDULE</u> 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 24 (Twenty Four) 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 30(Thirty) 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 Owner(s) predetermined compensation of Rs 10,000/-(Rupees Ten Thousands) only per month for every completed month's delay beyond the grace period.

6.5 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 GS.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.

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 cost of construction of the new buildings of the project and transfer of development right to the Developer by the Land Owner(s), 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 <u>FIRST SCHEDULE</u> 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 Refundable Security Deposit is Rs. 5 00,000 (Five Lakhs) only which shall be refunded after completion of the whole project.

ARTICLE- VII: TRANSFER OF SPACE

7.

7.1 The Developer shall, be entitled to deal with and dispose of their (Developer's) Allocation only of the project at a price which shall be fixed by them.

7.2. The Developer shall carry out the sales and marketing of the project and sell their (Developer's) Allocation only.

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

- (a) The Land Owners do hereby also accord their consent and authorization to the Developer to enter into the agreements and contracts with the prospective buyers in respect of their (Developer's) Allocation only,
- (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 there under to execute and register the Deed /s and/or Agreement of Sale, transfer, conveyance and assignment in respect of the entire share as the Land Owners.



(c) The Land Owners have agreed to be the Parties to the Deed and/or agreement s 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 -VIII: OWNER'S AND DEVELOPER'S INDEMNITY

8.

8.1. 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.

8.2. 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.

8.3. 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.

8.4. 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.

ARTICLE- IX: COMMON UNDERSTANDINGS

9,

9.1. 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 Owner(s) 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.

9.2. 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.

9.3 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.

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

ARTICLE- X: COMMON RESTRICTIONS

10.

10.1 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.



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- 10.2 Neither the Parties shall demolish any wall or make any structural alteration to the buildings.
- 10.3 Both the Parties shall abide by all laws, bye laws, rules and regulations of the competent authority in enjoying the occupation of the buildings.
- 10.4 Both the Parties will jointly form an ad-hoc common body committee to look after the maintenance of the buildings.
- 10.5 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.
- 10.6. 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.
- 10.7 Both the parties and also theirs transferees will bear proportionate tax, maintenance cost, day to day expenditure for their respective shares, after completion of the buildings/project.

ARTICLE-XI-FORCE MAJURE

11. 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- XII-JURISDICTION

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

ARTICLE- XIII: TERMINATION

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

ARTICLE-XIV: NOTICES

14. All notices to be served hereunder by any of the Party on the other shall be deemed to have been served on the 4th 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



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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-XV: APPLICATION OF WBHIRA, 2017:

15. All the rules and regulations of the 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.

ARTICLE-XVI: ARBITRATION

16. 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. 81468 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 MouzaGhuni, 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: Part of Land in R.S. Dag No.-2816

On the South: 12 ft. Wide Common Passage

On the East : Land in R.S. Dag No.-2817

On the West : Land in R.S. Dag No.-2815

THE SECOND SCHEDULED ABOVE REFERRED TO

(ALLOCATION)

A) OWNERS' ALLOCATION:

In lieu of the land of the said premises, the Owners shall get and the Developer shall handover 37% (Thirty Seven Percent) share in the Transferable Areas/ Constructed Areas in the building/s together with undivided and impartible proportionate share of the land mentioned the FIRST SCHEDULE herein above written, subject to any additions or reductions thereof in accordance with the express terms and conditions hereof including all rights easements, common facilities and amenities annexed to the Project being CHITRAKUT ENCLAVE details of which are mentioned herein below and the amount of Security Deposit i.e. Rs. 500,000 (Five Lakhs) only shall be refunded after completion of the whole project.

B) DEVELOPER'S ALLOCATION:

In lieu of making construction upon the land of the said premises, the Developer shall 65% (Sixty Three Percent) share in the Transferable Areas/Constructed Areas in the building/s together with undivided and impartible proportionate share of the land mentioned the <u>FIRST SCHEDULE</u> herein above written, subject to any additions or reductions thereof in accordance with the express terms and conditions hereof including all rights easements, common facilities and amenities annexed to the Project being <u>CHITRAKUT ENCLAVE</u>, details of which are mentioned herein below.



OF ASSURANCES-IV, KOLKATA

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THE THIRD SCHEDULED ABOVE REFERRED TO

(DETAILS OF ALLOCATION)

Details of Allocations of both the Parties are mentioned elaborately herein below:

	CHITRAKU	JT ENCLAVE		
FLOOR	FLAT TYPE	FLAT NO.	CARPET AREA (PER SQFT)	OWNERSHIP
Ground	Flat		781	DEVELOPER
Ground	Shop		100	LAND OWNER
Ground	Shop		100	DEVELOPER
1	A	1A	574	LAND OWNER
1	В	1B	781	DEVELOPER
1	C	1C	744	LAND OWNER
2 '	A :	2A	574	LAND OWNER
2	В	2B	781	LAND OWNER
2	C	2C	744	LAND OWNER
37.	A	3A	574	DEVELOPER
. 3	В	¥ _ 3B	781	DEVELOPER
3 .	C C	3C	744	DEVELOPER
4	Av -	- 4A	574	DEVELOPER
. 4	В .	4B	781	DEVELOPER
4	C .	4C	744	DEVELOPER
1.0	TOTAL CA	RPET AREA	9377	

TOTAL CAR PARKING	2	LAND OWNER	1
		DEVELOPER	1

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.
- 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.



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- 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.
- Electrical installations with main switch and meter and space required therefore in the Building.
- Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units of the Building.
- 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:

Foundation & Super Structure	Earthquake-resistant RCC framed structure
1	INTERNAL SPECIFICATIONS
Wall finish	Internal walls with plaster of Paris.
Flooring	Vitrified tiles in all bedrooms, living/dining rooms Balcony/Verandah.
	Green marble (Polished) platform.
	Floor made with Anti-skid ceramic tiles.
	Stainless steel sink.
Kitchen	Dado up to 2 feet above the counter/platform with Ceramic tiles
	Provision for installing exhaust fan/chimney
	Electric points for microwave & water filter
	floor with anti-skid Ceramic tiles



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	Finest quality tiles on the walls up to a height of 6 feet
Toilet	CP fittings of ISI Mark
	White Sanitary ware of ISI Mark
Windows	Anodized aluminium sliding glass windows.
Doors	Flush door with wooden frame.
	Concealed copper wiring with switches(ISI marked)
	Door bell point at the main entrance door
Electricals	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
9	Washing Machine Point will be given.
100	EXTERNAL SPECIFICATIONS
Structure	RCC
Elevation	Modern aesthetic elevation
Wallfinish	By synthetic base paint
Ground Lobby	Kota stone equivalent/Tiles on floor
Statrcase & 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 24×7 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.





GADIA ASSOCIATES PVT. LTD

Director

23/02/19



आयकर विमाग

INCOME TAX DEPARTMENT NEELKANTH NIRMAN PRIVATE LIMITED भारत सरकार GOVT. OF INDIA

09/07/2004

Permanent Account Number

AACCN0826A

11022019

NEELKANTH NIRMAN (PVT) LYD. DIRECTOR

23/02/19





And Cadra 23/02/19



आयकर विमाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA



स्थायी लेखा संख्या बराई Permanent Account Number Card

ACYPA6430G

BRIJESH KUMAR AGRAWAL

Film wi HTH / Faller's Name BALINATH AGRAWAL

जन की शामिता Date at Birth. 03/04/1964





23/02/19



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.
- Pump room, electric meter room.
- 4. Caretaker's room, if any.
- Underground and overhead reservoir.
- Common plumbing and other common relations.
- 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:

- 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.
- All charges and deposits for supplies of common use.
- 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.
- 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.
- 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.



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 Atur Rahaman 34, Sodepur Brick Field Road Kofuata - 700088

2) Panchu gopal Bardar 35, Vivekanda Raad Kd - 700007 GADIA ASSOCIATES PVT. LTD

Director

SIGNATURE OF THE OWNER/ FIRST PARTY

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

1) Shek Staur Rahaman

2) Panehu gopal Swrder

BOIJEST KUMMAN ARSONAL

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.100/- is paid in one Non-Judicial Stamp Paper and the rest amount is paid on line through Net Banking.



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2.6 FEB 2019

MEMO OF CONSIDERATION:

RECEIVED from the within-named Developer the amount of Rs. 5 00,000 (Five Lakhs) only as Refundable Security Deposit by Cheque being No. 000149, dated-19-02-2019, from HDFC Bank, C. R. Avenue Branch, in favour of M/S GADIA ASSOCIATES PRIVATE LIMITED.

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

D St A - 1 - P 0

2) Panahu gepal Sardas

GADIA ASSOCIATES PVT. LTD

Director

SIGNATURE OF THE OWNER/ FIRST PARTY



DISTRICT- KOLKATA

OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

	Thumb	1st finger	Middle finger	Ring finger	Small finger
	ARC 2750 (800)				
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1000					
100					
BRIJESH K	UMAR AGE				
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	ANIL GAD Left Han BRIJESH K Left Han	Right Hand	Right Hand Left Hand BRIJESH KUMAR AGRAWAL Left Hand Right Hand	Right Hand CADIA ASSOCIATES PAR LT ANIL GADIA ANIL GADIA Direct Left Hand BRIJESH KUMAR AGRAWAL NEELKANTH OBSYLOGE KO	Right Hand ANIL GADIA And Cade Director Left Hand Right Hand BRIJESH KUMAR AGRAWAL NEELKANTH NIRMAN PVT. Scripch Kuman Ingo DIRECT





ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

2 6 FEB 2019





23/02/19





भारत सरकार GOVERNMENT OF INDIA



ব্রীজেস কুমার আপারওয়াল Brijesh Kumar Agrawal ক্ষাত্রারিখ/ DOB: 03/04/1964 TOW / MALE



3 S. ...

আধাব - সাধারণ মানুষের অধিকার

9163 5833 7726



भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

10/14, 211 CANAL 1/3/भर कमटाञ्च, माजिश महन्य (यम). STREET, BRIJDHAM HOUSING COMPLEX, উত্তর ২৪ পরগলা, পশ্চিত্ৰবঞ্চ - 700048

Address

South Dum Dum (M), North 24 Parganas, West Bengal - 700048

1947

2-Q. Box No. 1947.







Unique Identification Authority of India Government of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 1040/19821/45749

সেথ আতাউর রহমান Shek. Ataur Rahaman SODEPUR BRICK FIELD ROAD Haridevpur Haridevpur South Twenty Four Parganas

West Bengal 700082

MN007191826FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

7802 9944 0063

সাধারণ মানুষের অধিকার



ভারত সরকার Government of India



সেখ আতাউর রহমান Shek. Ataur Rahaman পিতা : সেখ আনিসূর রহমান Father: SK. ANISUR RAHAMAN জন্ম সাল / Year of Birth: 1973

नुक्रम / Male



7802 9944 0063

অধিকার সাধারণ মানুষের



Major Information of the Deed

Deed No :	I-1904-02115/2019	Date of Registration	28/02/2019		
Query No / Year	1904-0000270293/2019	Office where deed is r	egistered		
uery Date 16/02/2019 6:49:29 PM		A.R.A IV KOLKATA, District: Kolkata			
Applicant Name, Address & Other Details	Shek Ataur Rahaman Alipore Judges Courts, P.OAlipo BENGAL, PIN - 700027, Mobile N				
Transaction		Additional Transaction			
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than Immo Agreement [No of Agree than Immovable Proper 5,00,000/-]	ement : 1], [4311] Other		
Set Forth value		Market Value			
Rs. 5,00,000/-		Rs. 45,49,272/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 7,011/- (Article:48(g))		Rs. 5,098/- (Article:E, E	, B, M(a), M(b), I)		
Remarks		116			

Land Details:

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni, Ghuni Pin Code: 700157

Sch No	Plot Number	Khatian Number	Land Proposed		Area of Land	COLUMN TO SERVICE SERV	Market Value (In Rs.)	Other Details
L1	LR-2816	LR-4720	Bastu	Bastu	8.1468 Dec	4,50,000/-	43,99,272/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
	Grand	Total:			8.1468Dec	4,50,000 /-	43,99,272 /-	

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.	50,000/-	1,50,000/-	Structure Type: Structure
					Age of Structure: 1Year, Roof Type:

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
1	GADIA ASSOCIATES PRIVATE LIMITED 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



Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
on.	NEELKANTH NIRMAN PRIVATE LIMITED 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:

	Name,Address,Photo,Finger	orint and Signatu	ire	
1	Name	Photo	Finger Print	Signature
	Shri ANIL GADIA (Presentant) Son of RATAN LAL GADIA Date of Execution - 23/02/2019, Admitted by: Self, Date of Admission: 26/02/2019, Place of Admission of Execution: Office			And Godi
		Feb 28 2019 2:16PM	LTI 28/02/2019	26/02/2019
	24-Parganas, West Bengal, In Citizen of: India, , PAN No.:: A	dia, PIN - 70006 FOPG3855L St	34, Sex: Male, By 0 atus : Representat	
2	24-Parganas, West Bengal, In	dia, PIN - 70006 FOPG3855L St	34, Sex: Male, By 0 atus : Representat	Caste: Hindu, Occupation: Business,
2	24-Parganas, West Bengal, In Citizen of: India, , PAN No.:: A ASSOCIATES PRIVATE LIMI	dia, PIN - 70006 FOPG3855L St TED (as Directo	34, Sex: Male, By (atus : Representat r)	Caste: Hindu, Occupation: Business, ive, Representative of : GADIA
2	24-Parganas, West Bengal, In Citizen of: India, , PAN No.:: A ASSOCIATES PRIVATE LIMI Name Shri BRIJESH KUMAR AGRAWAL Son of Late Baijnath Agarwal Date of Execution - 23/02/2019, , Admitted by: Self, Date of Admission: 26/02/2019, Place of Admission of Execution: Office	dia, PIN - 70006 FOPG3855L St TED (as Directo Photo	S4, Sex: Male, By Catus : Representation Finger Print LTT. 28/202019	Signature

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Shek Ataur Rahaman Son of Mr Sk. Anisur Rahaman 34, Sodepur Brick Field Raod, P.O Haridevpur, P.S Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN - 700082			
	26/02/2019	26/02/2019	26/02/2018



Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	GADIA ASSOCIATES PRIVATE LIMITED	NEELKANTH NIRMAN PRIVATE LIMITED-8.1468 Dec
Trans	fer of property for S1	
SI.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, Ghuni Pin Code: 700157

Sch	Plot & Khatian	Details Of Land	Owner name in English
No	Number		as selected by Applicant
L1	LR Plot No:- 2816, LR Khatian No:- 4720	Owner:মেঃ গাদিয়া এদোদিয়েউদ্, Gurdian:প্রাঃ ি, Address:176,এম.জি.রোড, কোল-০7 , Classification:শালি, Area:0.20000000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number: I - 190402115 / 2019

On 19-02-2019

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 45.49.272/-

- Oliver

Tridip Misra
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 26-02-2019

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

Presented for registration at 13:38 hrs on 26-02-2019, at the Office of the A.R.A. - IV KOLKATA by Shri ANIL GADIA

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

Execution is admitted on 26-02-2019 by Shri ANIL 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 Raod, P.O. Haridevpur, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Muslim, by profession Advocate

Execution is admitted on 26-02-2019 by Shri 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 Bengai, India, PIN - 700009



Indetified by Mr Shek Ataur Rahaman, , , Son of Mr Sk. Anisur Rahaman, 34, Sodepur Brick Field Raod, 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 5,098/- (B = Rs 5,000/-, E = Rs 14/-, I = Rs 55/-, M(a) = Rs 25/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,098/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/02/2019 3:58PM with Govt. Ref. No: 192018190359153701 on 22-02-2019, Amount Rs: 5,098/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 724184465 on 22-02-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,011/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,911/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 18001, Amount: Rs.100/-, Date of Purchase: 15/02/2019, Vendor name: S Das Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/02/2019 3:58PM with Govt. Ref. No: 192018190359153701 on 22-02-2019, Amount Rs: 6,911/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 724184465 on 22-02-2019, Head of Account 0030-02-103-003-02

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Srijani Ghosh ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 28-02-2019

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.

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Srijani Ghosh ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2019, Page from 112899 to 112939 being No 190402115 for the year 2019.



Digitally signed by TRIDIP MISRA Date: 2019.03.14 14:13:01 +05:30 Reason: Digital Signing of Deed.

- Olison

(Tridip Misra) 14-03-2019 14:12:53
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)