



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is admitted to registration. The signature sheet / Sheet's and the endorsement sheet / Sheet's attached with this document's are the part of this document

Registrar U/S 7(2)  
District Sub Registrar II  
24 Pgs (N) Barasat

17 JUN 2016

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on this the 17<sup>th</sup> day of June... 2016 (Two Thousand Sixteen) in Christian Era.

**BETWEEN**

5616 <sup>14/6/16</sup>  
NO. 50001

Name Narayan Ch. Meijumdar  
Address Barrackpore Court, Advocate

P.S. \_\_\_\_\_  
Dist. \_\_\_\_\_

Name of Treasury :- Barrackpore  
Name of Vendor :- RANA SINGH

Date of Purchase 10/6/16

Total Amount 90,000/-

Signature of Vendor Rana Singh

14/6/16



*[Handwritten signature]*

Registrar U/S 7(2)  
District Sub. Registrar II  
24 Prgs (N) Barasa'

17 JUN 2016



(1) SRI PRABIR KUMAR MAHAPATRA, (PAN-AMPPM9327B) son of Late Prabhat Chandra Mahapatra and (2) SMT. KALPANA MAHAPATRA (PAN -AHFPM3742D), wife of Sri Prabir Kumar Mahapatra, both are by faith- Hindu, by Nationality- Indian, by occupation- Sl.No. 1- Service and Sl.No. 2- Housewife, both are residing at 25/5, Sukanta Sarani, Gitanjali Park, P.O. Rajbari, P.S. Airport, Kolkata- 700081, District : North 24 Parganas, hereinafter called and referred to as the LAND OWNERS (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs / successors / executors / administrators / legal representatives and assigns) of the FIRST PART.

A N D

M/S. NARSHINGA VINCOM PRIVATE LIMITED(PAN-AADCN2694K), a private limited company having its office at Shop No. 1, Block-B, Panchasheel Housing Complex, 120 M.B. Road, P.O. Birati, P.S. Nimta, Kolkata- 700051, District: North 24 Parganas, represented by its Directors namely (1) SRI PARTHO KUMAR KARANJAI, (PAN-BPYPK0199EEE), Son of Sri Goutam Karanjai, residing at 67 Sibachal Road, P.O. Birati, P.S. Nimta, Kolkata-

700051, District: north 24-Parganas, (2) **SRI ABHISEKH BOTHRA,** **(PAN-AKCPB8129R)**, son of Sri Prakash Chandra Bothra, residing at 120 M.B. Road, Panchasheel Housing Complex, P.O. Birati, P.S. Nimta, Kolkata- 700051,. District: North 24 Parganas and (3) **SMT. KIRAN SARDA(PAN-ALKPS4535R)** wife of Sri Bishnu Kumar Sarada, residing at 9H Chamaria Road, P.O. Shalkia, P.S. Golabari, Howrah, Pin: 711101, Dist. Howrah, all are by faith- Hindu, by Nationality- Indian, by occupation- Business, be it mentioned here that any two Directors out of above named three Directors have signing authority on this documents according to Board Meeting of Directors dated 24.03.2014, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deem to mean and include their legal heirs / representatives / successors / executors / administrators / legal representatives and assigns) of the **OTHER PART.**

**WHEREAS** One Krishna Chandra Ghosh by virtue of and on the strength of a Registered Deed of Conveyance dated 06.09.1950 by Deed No. 3160 for the year 1950 purchased some land at Mouza- Gouripur, P.S. Airport, at Touzi No. 172, from one Monajit Mondal.

**AND WHEREAS** said Krishna Chandra Ghosh by a Registered Deed of Conveyance recorded in Book No. 1, being No. 424 for the year 1952 sold and transferred 18 decimals of land at Mouza- Gouripur, P.S. Airport, at Dag No. 337, Khatian No. 312, to one Jatindra Kumar Paul.

**AND WHEREAS** said Jatindra Kumar Paul by a Registered Deed of Conveyance recorded in Book No. I, being No. 5922 for the year 1952 sold and transferred the said land to one Chhaira Khatun.

**AND WHEREAS** one Ishauddin Ahamed and Borhanuddin Ahmed by a Registered Deed of Conveyance registered at the Sub-Registry Office of Barasat, recorded in Book No. I, Volume No. 28, pages 181 to 186 being No. 1974 for the year 1954 purchased the said land from Chhaira Khatun.

**AND WHEREAS** Inakshiuddin Ahamed as a natural guardian of minor said Ishauddin Ahmed Borhanuddin Ahamed sold and transferred 9 decimals of land out of the said land at Mouza- Gouripur, P.S. Dum Dum now Airport, at Dag No. 337, Khatian no. 312 to Bhanurmati Saha.

**AND WHEREAS** one Kalu Mondal was the owner of 36 decimals of land at Mouza- Gouripur, P.S. Dum Dum now Airport at Dag No. 337, Khatian No. 312.

**AND WHEREAS** said Kalu Mondal died intestate leaving his only son Monajit Mondal to inherit the property left by him.

**AND WHEREAS** said Monaja Mondal by a Registered Deed of Conveyance registered at the Sub-Registry Office at Cossipore Dum



Dum recorded in Book No. I, Volume No. 26, pages 203 to 205 being No. 1400 for the year 1960 sold and transferred 4 cottahs 4 chittacks of land to Chapala Sundari Saha and Bhanumati Saha.

**AND WHEREAS** said Chapala Sundary Saha and Bharnurmati Saha by a registered Deed of Partition registered at the Addl. District Sub-Registry Office at Bidhannagar Salt Lake City recorded in Book No.1, Volume No. 166, pages 87 to 98 being No. 3145 for the year 2001 partitioned the said property and determined their respective shares.

**AND WHEREAS** by virtue of the said Partition said Bhanumati Saha became the absolute owner of 2 cottahs 2 chittacks of land at Mouza-Gouripur, P.S. Airport, Dag No. 37, Khatian No. 312.

**AND WHEREAS** by virtue of the said purchase the said Bhanumati Saha was absolutely seized, possessed and sufficiently entitled to all that piece and parcel of land measuring 5 cottahs 7 chittacks be the same a little more or less at Mouza<sup>at</sup> Gouripur, P.S. Airport, at Dag No. 337, Khatian No. 312.

**AND WHEREAS** by virtue of the sale ded being No. 05901, dated 01.08.02 which was recorded in Book No. I, Volume No. 324, pages from 216 to 231 registered at Bidhannagar Sub-Registry Office, Salt Lake, 07 cottahs 09 chittacks 21 sq.ft. land which was purchased by

Sri Dilip Kumar Saha, son of late Satya Ranjan Saha of 1, Raja Apurba Krishna Lane, Kolkata- 700050 and Shri Bikash Dutta, son of Late Manindra Lal Dutta of 4/1, Dum Dum Road, Kolkata- 700074 from one Smt. Bhanumati Saha, wife of Sri Krishna Chandra Saha.

**AND WHEREAS** we the above named Land owners purchased said plot of land measuring about 6 cottahs 9 chittacks 21 sq.ft. more or less lying and situated at Mouza- Gouripur, P.S. Airport, R.S. Khatian No. 312, Dag No. 337 mroefully mentioned in the 1st Schedule hereunder written, by virtue of a Registered Deed of Conveyance from said Sri Dilip Kumar Saha and Sri Bikash Dutta, the said Deed was duly registered in the office at D.S.R.-II, North 24 Parganas Barasat and recorded in Book No. I, Volume No. I, pages from 1 to 25 being No. 5140/2004 dated 28.07.2004.

**AND WHEREAS** after purchasing the said land the above named land owners muted their names in the record of the North Dum Dum Municipality and in the office of B.L. & L.R.O. and lawfully seized and possessed of otherwise well and sufficiently entitled the said plot of Danga land measuring about 6 cottahs 9 chittacks 21 sq.ft. more or less under Mouza- Gouripur, R.S. Khatian No. 312, L.R. Khatian No. 1457 and 1458, R.S. / L.R. Dag No. 337, P.S. Airport, in Ward No.

Old 14, New 15, Holding no. 108/1/1 M.B.Road, under North Dum Dum Municipality, District: North 24 Parganas, morefully and particularly mentioned in the FIRST SCHEDULE hereunder written.

**AND WHEREAS** the above named Land owners have decided to construct a G+4 Storied Building consisting of Flats, Garrages and shop rooms on their said plot of land morefully and particularly mentioned in the FIRST SCHEDULE hereunder written but due to their lack of experience and insufficient fund they have engaged **M/S. NARSHINGA VINCOM PRIVATE LIMITED(PAN-AADCN2694K)**, a private limited company herein Developer.

**AND WHEREAS** upon discussion between the parties herein , it is agreed that the Developer namely **M/S. NARSHINGA VINCOM PRIVATE LIMITED,** will construct the proposed multi storied building upon the said land mentioned in first schedule herein below with its own cost after obtaining the sanctioned building plan from the North Dum Dum Municipality and after completion of total project said Developer shall obtain the completion Certificate from the N.D.D.M. and the said Land owners have agreed to take 50% constructed built up area of the said proposed G+4 storied building according to sanctioned building plan, to be sanctioned by



the North Dum Dum Municipality and the said Developer has already paid refundable amount of Rs.5,00,000/- (Rupees Five Lakh) only to the land owners which will be refunded by the Owners to the Developer without interest during construction and casting of 2<sup>nd</sup> Floor roof and the Developer will also pay an refundable amount of Rs.10,00,000/- (Rupees Ten Lakh) only to the said Land owners at the time of execution of this Development Agreement and the said land owners will refund the said amount of Rs.10,00,000/- (Rupees Fifteen Lakh) only to the above named Developer without interest after getting Completion Certificate (C.C.) from the North Dum Dum Municipality through the Developer.

**AND WHEREAS** the Developer will entitle remaining 50% constructed built up area with proportionate right of land and all other common facilities and amenities of the said proposed G+4 storied building and premises as DEVELOPER'S ALLOCATION and the Developer shall have every right to sell or transfer the same as developer's allocation to any Purchaser at such consideration as the Developer think best fit and proper after handing over the proportionate share of the land owners allocation in complete finished condition.

#### **DEFINATIONS**

1. **LAND OWNERS** - shall mean (1) **SRI PRABIR KUMAR MAHAPATRA**, son of Late Prabhat Chandra Mahapatra and (2) **SMT. KALPANA MAHAPATR**, wife of Sri Prabir Kumar Mahapatra.
2. **DEVELOPER-** shall mean **M/S. NARSHINGA VINCOM PRIVATE LIMITEDE**, a private limited company having its office at Shop No. 1,

Block-B, Panchasheel Housing Complex, 120 M.B. Road, P.O. Birati, P.S. Nimta, Kolkata- 700051, District: North 24 Parganas, represented by its Directors namely (1) **SRI PARTHO KUMAR KARANJAI**, Son of Sri Goutam Karanjai, residing at 67 Sibachal Road, P.O. Birati, P.S. Nimta, Kolkata- 700051, District: north 24-Parganas, (2) **SRI ABHISEKH BOTHRA**, son of Sri Prakash Chandra Bothra, residing at 120 M.B. Road, Panchasheel Housing Complex, P.O. Birati, P.S. Nimta, Kolkata- 700051, District: North 24 Parganas and (3) **SMT. KIRAN SARDA**, wife of Sri Bishnu Kumar Sarma, residing at 9H Chamaria Road, P.O. Shalkia P.S. Golabari, Howrah, Pin: 711101, Dist. Howrah,

**3. BUILDING-** shall mean the complete G+4 storied Building to be constructed at the said premises in accordance with the plan sanctioned by the appropriate Authority of North Dum Dum Municipality.

**4. COMMON FACILITIES AND AMENITIES-** shall mean corridors, staircase, passage ways, Electric meter space, Pump Room, Tube well, Overhead/ ground level storage tank, Water pump & Motor, Sewage Tank, Common Electric Meter, Common Lights and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the Building.



5. **SALEABLE**- shall mean all the space in the Building available for independent use of the Developer.

6. **OWNER'S ALLOCATION & DEMAND** - It is finally settled that the owners' will be provided 50% constructed built up area according to sanction building plan of proposed G+4 storied building, where it is settled that the entire 1<sup>st</sup> floor will be in owners' allocation and the entire 2<sup>nd</sup> floor will be in developer's allocation and Ground floor, 3<sup>rd</sup> Floor and 4<sup>th</sup> Floor will be provided between the owners and the developer in 50:50 ratio according to their amicable settlement and Rs.15,00,000/- (Rupees Fifteen Lakh) only will be treated as refundable amount as stated above.

7. **DEVELOPER'S ALLOCATION** - shall mean except owners' s above mention allocation remaining entire 2<sup>nd</sup> floor and 50% constructed built up area (Ground, 3<sup>rd</sup> and 4<sup>th</sup> floor) of the said G+4 storied building together with proportionate right, title and interest of the land and common areas and facilities upon construction of the building on the said premises.

8. **ARCHITECT**-shall mean the person or persons who may be appointed by the developer for designing and planning of the said building with the approval of the land owners.

9. **BUILDING PLAN**- shall mean the plan to be sanctioned by the appropriate authorities with such alteration or modification as may be made by the developers with the approval of the owners from time to time.

10. **TRANSFER**- shall mean transfer by possession and profession and by any other means what is understood as a transfer of space in multi storied building to purchase thereof.

11. **TRANSFEREE** shall mean the person, firm, limited company; association of persons to whom may any space in the building has been transferred.

12. **CARPET AREA** - total inside floor area of the Flats/Shop/Garage/Office.

13. **COVERED AREA / BUILT UP AREA** - shall mean Carpet area of the Flats/Shop + 50% thickness of the Common walls + 100% thickness of outer wall of the Flat/Shop + proportionate area of Corridor and Stair.

14. **SUPER BUILT UP AREA**- shall mean Covered area + 20% of covered area

#### **OWNERS' REPRESENTATION**

01 The Owner/s is/are absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the said premises more fully mentioned in the FIRST SCHEDULE hereunder written.

02 There is no bar legal or otherwise for the owners to obtain the Certificate under 230A of the Income Tax Act, 1961 or consents and permissions that may be required.



- 03 The said premises is not vested under the Urban Land (Ceiling and Regulation) Act 1976.
- 04 Except the owners herein, no other person has any right, title, interest and possession in the said property more fully described in the First Schedule mentioned hereunder.
- 05 That the said property is free from all encumbrances, charges, liens mortgages, leases, attachments lispendants etc.
- 06 The owners herein are not under any agreement for sale or under any promotional agreement with any person whomsoever in respect of the said property or any portion thereof more fully described in the First Schedule mentioned hereunder.
- 07 No civil or criminal case is pending in any court of law in respect of the said property more fully described in the First Schedule mentioned hereunder.
- 08 The said property has neither been acquired nor requisitioned by any Public Authority including the Central Government, State Government, K.M.D.A, K.I.T., Metro Rail Authority, P.W.D, even no notice for acquisition or requisition of the said property has ever been served upon the owner herein.

- 09 Land owners shall bear expenses for obtaining Parcha / Information Slip / Mutation Certificate and Conversation Certificate, if required, from BL & LRO in respect of the schedule property morefully mentioned in the First Schedule hereunder written.
- 10 That the Owners shall deliver vacant and khas possession of the said property to the Developer.
- 11 That the owners have not received any loan / advances from any Bank/Institution/Person against his said property more fully mentioned in the First Schedule mentioned hereunder.

#### **DEVELOPER'S RIGHT & RESPONSIBILITY**

1. The owner/s hereby grant subject to what has been hereinafter provided the exclusivity right to the developer to built , construct , erect and complete the said building comprising the various sizes of flats, shops and garage order to sell and the said commercial or residential places to the member of the public for their residential / commercial purposes by entering into agreement for sale and /or transfer all the constructed area in accordance with plan to be sanctioned by the appropriate authorities with or without amendment and or modification made or caused by the developer with the approval of the owners.



2. The developer shall be entitled to prepare , modify or alter the plan with approval of the owners and to submit the same to the appropriate authorities in the name of the owners at its own cost and developers shall pay and bear all the expenses required to be paid or deposited for obtaining the sanction of the appropriate authorities. The Developer shall complete **G+4.**

Storied Building over the said premises within **36 months** from the date of obtaining of sanctioned building plan from the North Dum Dum Municipality. The owners shall consider extra 6 months for finishing external work of the said building, if required.

3. The Developer will be at liberty to take loan from any financial institution for construction of the proposed multistoried building at its own risk and peril without mortgaging the said land and building as described in First schedule hereunder and the owners will have no liability for such loan.
4. That the ultimate roof right of the building shall be the land owners and the developer by equal share along-with proportionate share of land and other owners of the proposed building shall only use the said roof.

5. That the Developer shall be at liberty to negotiate for sale of the all flats, garages and shops areas in respect of the Developer's allocation of the said proposed building with any respective buyer/buyers in course of construction together with undivided proportionate share of the land as such consideration and on such terms and conditions and with such person and persons as the developer shall think best fit and proper.
6. That at the time of execution and or registration of sale deed or deed of conveyance in respect of the proposed building in favor of intending purchaser, the owners of 1<sup>st</sup> part shall join in the said sale deed as vendors and to execute the same by the developer as their constitute attorney.
7. That the developer has absolute right to keep save custody Certified copies of all deeds, up to date municipal tax receipt, bill in respect of under mentioned schedule property those will be delivered by the owners to the developer at the time of execution of this development agreement and the developer shall bear all tax and Khazanas of the under mentioned property from the date of execution of this agreement.

**OWNER'S RESPONSIBILITY**

01. The Owners shall execute a register Development Power of Attorney in favour of the Developer to do the following works. Be it mentioned here that if required due to any Unavoidable circumstances, the owners shall further execute an Irrevocable General Power of Attorney in favour of the Developer or the nominee/nominees authorizing to do the following works on their behalf,

- a. To get the Building Plan sanctioned by the North Dum Dum Municipality.
- b. To represent the owners to all persons, authorities, Police Officer relating to the proposed construction of **G+4** storied building on the said land.
- c. To execute and Register conveyance or conveyances in favor of the intending purchaser in respect of the Developer's allocation in the Building including undivided proportionate share of land.
- d. To realize the entire consideration money from the intending purchasers in respect for selling of all Flats/Garages/Shops/offices.

02 During the continuance of the agreement, the owners shall



- a. Not to cause any obstruction or impediment to the construction or development of the said property or done or cause to be done any act which will be deemed to be obstruction to the Developer.
  - b. Permit the Developer, their architect and/or representative to use the said property for the purpose of survey, soil testing, preparation of building, site plan/building plan or other purposes relating to the construction of G+4 Storied building for which the agreement is being entered into between the owners and the developer.
  - c. To allow the Developer and/or their representatives to use the resources of the land and the structures in such manners at the discretion of the Developer.
- 03 After delivery of the khas possession of the said land to the Developer, the Developer shall have to pay all Municipal tax and Government Revenue.
- 04 That the Owners have not done any act, deeds, matters or things whereby or by reasons whereof, the Developer of the said property may be prevented or affected in any manner whatsoever.

**APARTMENT CONSIDERATION**

In consideration of the owners having agreed to permit the developer to sell the all Flats, Shops, Offices and Garages in respect of the Developer's allocation of the said premises and complete the building on the said premises and the Developer agrees-

- a) At its own cost shall obtain all necessary permissions and /or approvals and / or consents.
- b) In respect of the construction of building to pay costs of supervision of development, and construction of Owner's allocation in the building at the said premises.
- c) To bear all costs, charges and expenses for construction of the **G+4** storied building at the said premises including making the common undivided portion ready for use.
- d) The building is to be constructed and completed within **36 months** from the date of the sanction building plan of the North Dum Dum Municipality. Be it mentioned here that the owner shall consider extra 6 months for finishing external work of the said building, if required.

**OWNERS ALLOCATION**

- 01 The Land owners have agreed to take 50% constructed built up area of the said proposed G+4 storied building according to sanction building plan to be sanctioned by North Dum Dum Municipality and the said Developer will pay an amount of **Rs.10,00,000/- (Rupees Ten Lakh)** only to the land owners at the time of execution of this Development Agreement. Be it mentioned here that the above named Land Owners already received an amount of **Rs.5,00,000/- (Rupees Five Lakh)** only from the above named Developer.
- 02 The Developer shall also construct, erect and complete at its own cost the entire common facilities and amenities for the said building.
- 03 The Developer shall have no right title and interest whatsoever in owners allocation and undivided proportionate share pertaining thereof in the land and in common facilities and amenities which shall solely and exclusively belong and continue to belong to the owners.
- 04 The Developer shall have no right or claim for reimbursement of any cost, expenses or charges incurred by the developer towards



construction of owners' allocation and of the undivided proportionate share in common facilities mentioned in the Third Schedule hereunder written.

- 05 Developer will provide to the landowners 50% constructed built up area (including proportionate share of corridor, stair, and lift) of the proposed said G+4 storied building through a Supplementary Agreement for Land Owners' allocation after obtaining the sanctioned building plan.**
- 06 The land owners shall have no right title and interest whatsoever in the Developer allocation and undivided proportionate share pertaining thereof in the land and in common facilities and amenities which shall solely and exclusively belong and continue to belong to the Developer.
- 07 The Land owners shall have no right or claim for reimbursement of any cost, expenses or charges incurred by the Developer towards construction of Developer's allocation and of the undivided proportionate share in common facilities mentioned in the Third Schedule hereunder written.
- 08 Be it mentioned here that the above named Land Owners will refund the said total deposited amount of**

**Rs.15,00,000/- (Rupees Fifteen Lakh) only to the Developer  
in two installments mentioned above**

#### **DEVELOPER'S ALLOCATION**

**In consideration of the above the Developer shall be entitled remaining 50% constructed built up area of the said G+4 storied building as the Developer's allocation at the said premises together with proportionate undivided share in the said land and also together with proportionate share in common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the building after providing for the owners' allocation and said Developer one shall be entitled to enter into an agreement for sale in respect of said Developer's allocation and transfer its own name with any transferees for their residential / commercial purposes and to receive and collect money in respect thereof which shall absolutely to the developer and it is hereto expressly agreed by and between the parties hereto and that for the purpose of entering into such Agreement, it shall not be obligatory on part of the developers to obtain any further consent of the owners and this agreement by itself shall be treated as consent by Land Owners. But it is to be mentioned herein that the Developer will positively handover the owner's allocation to the Land Owners before transferring the Developer's possession to the intending purchaser/s in complete finished habitable condition.**

**SPACE ALLOCATION**

01. After completion of the building the owners shall be entitled to obtain physical possession of the owners' allocation according to the terms of this agreement and the balance constructed area and other portion of the said building shall belong to the Developer.
2. The owners shall be exclusively entitled to the owner's allocation transfer or otherwise deal with the owner's allocation in the building without any claim whatsoever.
3. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to obtain, transfer from the owners and to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the owners and owners shall not any way interfere with or dispute the quite and peaceful possession of the Developer's allocation.

**BUILDING**

1. The Developer shall at their own cost construct, erect and complete **G+4** storied building and common facilities and amenities at the said premises in accordance with the plan to



be sanctioned by North Dum Dum Municipality with good and standard materials as may be specified by the Architect from time to time. Such construction of the building shall be completed in the entirety by the Developer within 36 months from the date of sanction of building plan. The owners consider extra 6 months time, if required from the date of expiry of 36 months.

2. The developer shall erect the said building at its own cost as per specification and drawing provided by the Architect, pump, tube-well, water storage tank, lift, overhead reservoirs, electrifications, permanent electric connection and until permanent electric connection obtained, temporary electric connection shall be provided and other facilities as per required to be provided as residential building self-contained apartment and constructed space for well and/or residential flats and / or constructed space thereon on ownership basis.
03. That the Developer shall apply for and obtain temporary and permanent connection of water, electricity, power, drainage,

sewerage and/or gas to the building, other inputs and facilities required for the construction of enjoyment of the building for which purpose the owner shall execute in favour of the Developer's a Power of Attorney and other authorizations as shall be required by the Developer.

4. The Developer shall at its own cost and expenses and without creating any financial or other liability on the owners constituency complete the building and/or apartment herein in accordance with the building plan and amendment thereto or modification thereof made or caused to be made by the Developer.
5. All costs, charges and expenses including Architect fees shall be paid, discharged and borne by the Developer and the said owners shall have no liability in this context.
6. The Developer shall provide at its own cost complete the total inside and outside of the owners allocated flats and common space as per specification in Second Schedule hereunder.

**COMMON FACILITIES**

- 01 The Developer shall pay and bear the property tax and other dues and outgoings in respect of the said building according to dues as and from the date of handing over the vacant possession by the owners to the developer till handing over the completed the said building by the Developer.
- 02 As soon as the building is completed in all respect and ready for use and the Electricity wiring , sewage line and water pipe lines are ready up to the mark of the said building in terms of the agreement and according to specification and Plan thereof.
- 03 On and from the date of completion of the said building the developer shall be responsible to pay and bear service charges for the common facilities in the building and the said charges to include proportionate share of premises for insurance of the building, water, fire and scavenging charges and taxes, light , sanitation, maintenance of the common facilities renovation replacement, repair and maintenance charge and expenses for the building, and of common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installations applications and equipments , stairways, corridors, passage



ways and other common facilities whatsoever as may be mutually agreed from time to time.

**LEGAL PROCEEDINGS**

- 01 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as the Registered Constituted Attorney of the owners to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs , charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the developer specific may be required to be done by the developer and for which the developer may need the authority of the owner's application and other documents may be required to be signed or made by the owner's to which specific provision may not have been mentioned herein . The Owners hereby undertake to do all such acts, deeds , matters and other things that may be reasonably required to be done in the matter and the owner shall execute any such additional Regd. Power Of Attorney and/ or authorization as may be required by the developers for the purpose,if the situation requires and owners also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts

deeds and things do not in any way infringe of the rights of the owner and/or go against the spirit of this agreement.

02. Any notice required to be given by the developer shall without prejudice to any other mode of service available demand to have been served on the owner if delivered by hand and duly acknowledgement due to the residence of the owner shall likewise be deemed to have been served on the developer if delivered by hand or send by prepaid registered post to the Registered office of the Developer.

03. The name of the building will be settled in future by amicable discussions between the both parties.

04. As and from the date of completion of the building the developer and/or its transferees and/or their/his transferees shall each be liable to pay and bear proportionate charge on account of ground rent and wealth tax and other taxes payable in respect of their space.

05. There is no existing agreement regarding the development to sell of the said premises and that all other agreement if any prior to this agreement have been cancelled and are being supposed by the agreement and the owner agree to indemnify the developer against any or all claims made by any third party in respect of the said premises.

06. The land owners undertake and agrees to execute and register all conveyance and transfer in favour of persons with whom the Developer will enter under any agreement as and when required by the Developer. The Stamp duty registration fees and all other expenses towards the Registration will be borne by the Developer or its assigns.

### **FORCE MEASURES**

01. The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force measure and shall be suspended the existence of the force measure and shall suspended from the obligations during the duration of the force measure.
02. Force measure shall mean flood, earth quake, riot, war, storm, tempest, civil commission, strike and/or other or further commission are not belong to the reasonable control of the developer.

### **THE FIRST SCHEDULE ABOVE REFERRED TO** **(DESCRIPTION OF THE LAND)**

ALL THAT piece or parcel of a plot of Danga Land measuring about 6 (Six) Cottahs 9 (Nine) Chittacks 21 (Twentyone) sq.ft. more or less lying and situated at **Mouza- GOURIPUR**, Touji No. 172, Re.Sa. No. 121,



**Kitchen** : Marble flooring, black granite stone cooking platform and stainless steel sink with two points of C.P. Bib cock. 2 feet glazed Tiles above Cooking platform.

**Toilet** : Marble flooring and glazed tiles upto 6 feet. One Commode and Wash Basin.

**Electricals** : Copper electrical wiring throughout in concealed conduit with provision for light points, TV shokets with protective MCBs.

- 1) Concealed wiring in the flat.
- 2) Two lights, one fan, one plug point on each of the drawing/dinning and bed rooms.
- 3) One light, one 5 amps plug, exhaust point in kitchen for fridge etc.
- 4) One Calling bell point at the entrance of the flat.
- 5) One light and plug point in each W/C and W/C bath.
- 6) One light point in balcony & conceal A.C. point in each bed room of the owners' allocation in respect of first floor.

**Water Supply** :

Water supply through Deep tubewell.

**Paints** :

All interior walls will be furnished with Plaster of Paris and Cement paints on exterior walls of the building.

- 1) All walls will be made smooth with plaster of paris.
- 2) Outside of the building will be coloured with snowcem seachem.

**Additional Amenities** :

Be it mentioned here that the extra works other than specified above shall be done by the Developer on receiving written instruments from the Purchaser/s at his costs and expenses for that the said extra

works according to the choice and payment made by the Purchaser/s to the Developer.

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(COMMON AREAS)**

- 1) Stair Case on all the Floors.
- 2) Stair case landing on all floors and lift.
- 3) Water Pump, Water Reservoir, Water Pipes and other common plumbing installation.
- 4) Electrical wiring matter and fittings (excluding these are installed for any particular flat).
- 5) Drains and Swears.
- 6) Boundary walls and main gates.
- 7) Pump Room.
- 8) Open spaces, passage from the building to the main road.
- 9) Foundation.
- 10) Boundary Wall & Ultimate Roof of the said building.

IN WITNESS WHEREOF this Parties hereto have set and subscribe their respective hands and seal on this day, month and year first above written.

SIGNED, SEALED & DELIVERED  
IN THE PRESENCE OF:

1) *Susanta Mukherjee.*  
197/2 M.B. Road Birati  
Kolkata - 700051

1. *Prabin Kumar Mahapatra*

2. *Kalpana Mahapatra.*

2) *Prakash Chandra Bothra*

Signature of the Land Owners

*Block B-3 Flat No 301*  
*Parishad Housing Complex*  
*120 M.B. Road, Birati*  
*Kolkata-700051.*

NARSHINGA VINCOM PVT. LTD.

*Partha Kumar Karan*  
Director

NARSHINGA VINCOM PVT. LTD.

*Abhishek Bothra*  
Director

Signature of the Developer

Drafted by :

*Narayan Ch. Majumder.*

Narayan Ch. Majumder,  
Advocate,

Barrackpore Court,  
Enrolment No. WB-722/99

Typed by:

N.Das

*N.Das*

Birati, Kolkata-51



**MONEY RECEIPT**

We, (1) Shri Prabir Kumar Mahapatra, son of Late Prabhat Chandra Mahapatra and (2) Smt. Kalpana Mahapatra, wife of Sri Prabir Kumar Mahapatra, received with thanks an refundable amount of Rs.10,00,000/- (Rupees Ten Lakh) only from M/S.NARSHINGA VINCOM PRIVATE LIMITED, represented its Directors namely (1) Sri Partho Kumar Karanjai, 2) Sri Abhisekh Bothra and (3) Smt. Kiran Sarada, in the following manner in presence of the following witnesses on the day, month and year first above written of this Development Agreement & the said amount of Rs.10,00,000/- (Rupees Ten Lakh) only to be refunded by the owners to the Developer without interest at the time of getting Xerox copy of Completion Certificate to be issued by the North Dum Dum Municipality through the Developer.

- |   |                 |
|---|-----------------|
| 1. Pay on A/c Payee Cheque of<br>Bank of Baroda Birsati Br.<br>Cheque No. 000716 Dt. 17.06.16 | Rs. 5,00,000.00 |
| 2. Pay on A/c Payee Cheque of<br>Bank of Baroda Birsati Br.<br>Cheque No. 000717 Dt. 17.06.16 | Rs. 5,00,000.00 |

Rs.10,00,000-00

(RUPEES TEN LAKH) ONLY.

**WITNESSES:**


- |                            |                           |
|----------------------------|---------------------------|
| 1) Swamta Mukherjee.       | 1. Prabir Kumar Mahapatra |
| 2) Prakash Chandra Bothra. | 2. Kalpana Mahapatra.     |

**SIGNATURE OF LAND OWNERS**

	Little	Ring	Middle	Fore	Thumb
left hand					
right hand	Thumb	Fore	Middle	Ring	Little

 Parbiv Kumar Mahapatra


left hand					
right hand					

 Kalpana Mahapatra.

left hand					
right hand					

 Kumar Haroja.

left hand					
right hand					

 Abhishek Bhatra



**आयकर विभाग**      भारत सरकार  
**INCOME TAX DEPARTMENT**      **GOVT. OF INDIA**

**PRABIR KUMAR MAHAPATRA**  
**PRABHAT CHANDRA MAHAPATRA**

31/07/1956  
 Permanent Account Number  
**AMPPM9327B**

  
 Signature




*Prabir Kumar Mahapatra*

प्रबिर कुमार माहापात्रा, प्रबोधिनी नगर, कोलकाता-७०० ००१  
 आयकर विभाग, प्रबोधिनी नगर, कोलकाता-७०० ००१  
 पत्र. सं. १०१, सी.ए. रोड, मुंबई-४०० ०१३

Prabir Kumar Mahapatra / प्रबोधिनी नगर, कोलकाता-७०० ००१  
 Income Tax PAN Services Unit, NSDI  
 1st Floor, Trade World, 1 Wing,  
 Kurla Mills Complex,  
 S. B. Marol, Lower Panel, Mumbai - 400 013  
 Tel: 31-25-2499 (Ext. 1) & 31-25-2497 (Ext. 2)  
 and 31-25-2498 (Ext. 3)

*Prabir Kumar Mahapatra*





ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD  
BWC1888817



নির্বাচকের নাম : কল্পনা মহাপাত্র

Elector's Name : Kalpana Mahapatra

পত্নীর নাম : প্রবীর কুমার মহাপাত্র

Husband's Name : Prabir Kumar Mahapatra

লিঙ্গ / Sex : স্ত্রী / F

জন্ম তারিখ : 02/02/1967

*Kalpana Mahapatra*

BWC1888817

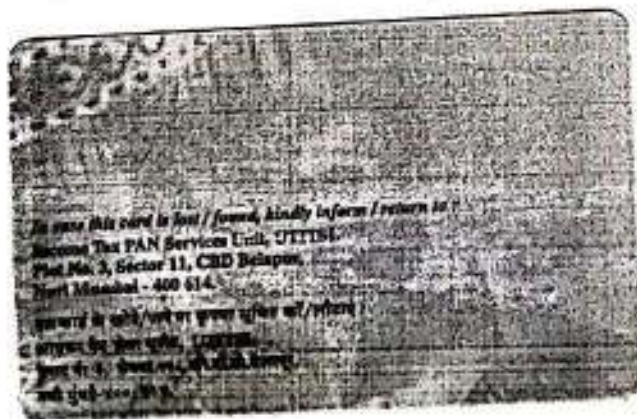
ঠিকানা:  
25/5 সুকান্তা সরানি - 17 এয়ারপোর্ট উত্তর 24 পরগণা  
700081

Address:  
25/5 Sukanta Sarani, 17 Airport North  
24 Parganas 700081

Date: 31/08/2007  
138-নং নম্বর নির্বাচন ক্ষেত্রের নির্বাচক নিয়ন্ত্রক  
অনৈকান্তিকতার স্বাক্ষরে অনুমোদিত  
Facsimile Signature of the Electoral  
Registration Officer for  
138-Dum Dum Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার নির্বাচক নিয়ন্ত্রক  
কে জানাতে হবে এবং নতুন ঠিকানায় ভোটার পরিচয়পত্র পত্রিকা  
কিনা নির্বাচক নিয়ন্ত্রক এই পরিচয়পত্রের নতুনটি উত্তোলন করবেন।  
In case of change in address mention this Card No.  
in the relevant Form for including your name in the  
roll at the changed address and to obtain the card  
with same number.

*Kalpana Mahapatra*







आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

अभिषेक सोथरा  
PRAKASH CHAND SOTHRA  
09/12/1967  
Permanent Account Number  
AKCPB8129R



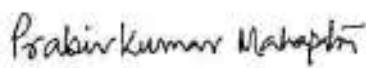




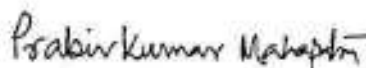
Signature

*In case this card is lost/stolen, kindly inform / intimation to  
Income Tax PAN Services Unit, UTIISA,  
Plot No. 1, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.  
We will not be liable for any loss / damage  
incurred by you.*



## Seller, Buyer and Property Details

### A. Land Lord & Developer Details






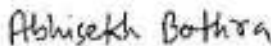
Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	Shri Prabir Kumar Mahapatra Son of Late Prabhat Chandra Mahapatra 25/5 Sukanta Sarani, Gitanjali Park, P.O:- Rajbari, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700081	 17/06/2016 12:38:15 PM	 LTI 17/06/2016 12:38:25 PM
		 17/06/2016 12:38:48 PM	

Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	Shri Prabir Kumar Mahapatra Son of Late Prabhat Chandra Mahapatra 25/5 Sukanta Sarani, Gitanjali Park, P.O:- Rajbari, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN - 700081 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AMPPM9327B.; Status : Individual; Date of Execution : 17/06/2016; Date of Admission : 17/06/2016; Place of Admission of Execution : Office	 17/06/2016 12:38:15 PM	 LTI 17/06/2016 12:38:25 PM
		 17/06/2016 12:38:48 PM	

Land Lord Details

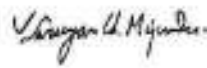
SL No.	Name, Address, Photo, Finger print and Signature		
2	<p>Smt Kalpana Mahapatra                      Wife of Shri Prabir Kumar Mahapatra                      25/5 Sukanta Sarani, Gitanjali Park, P.O:- Rajbari,                      P.S:- Airport, District:-North 24-Parganas, West                      Bengal, India, PIN - 700081 Sex: Female, By                      Caste: Hindu, Occupation: House wife, Citizen of:                      India, PAN No. AHEPM3742D.; Status :                      Individual; Date of Execution : 17/06/2016; Date of                      Admission : 17/06/2016; Place of Admission of                      Execution : Office</p>	 17/06/2016 12:39:24 PM	 LTI 17/06/2016 12:39:33 PM
		<p><i>Kalpana Mahapatra</i>                      17/06/2016 12:39:54 PM</p>	



Developer Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	M/S NARSHINGA VINCOM PRIVATE LIMITED 120 M.B. Road, P.O:- Birati, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700051 PAN No. AADCN2694K,; Status : Organization; Represented by representative as given below:-		
1(1)	Shri Partho Kumar Karanjai 67 Sibachal Road, P.O:- Birati, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700051 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BPYPK0199E,; Status : Representative; Date of Execution : 17/06/2016; Date of Admission : 17/06/2016; Place of Admission of Execution : Office	 17/06/2016 12:37:36 PM	 LTI 17/06/2016 12:37:45 PM
		 17/06/2016 12:38:02 PM	
(2)	Shri Abhisekh Bothra 120 M.B. Road, Panchasheel Housing Complex, P.O:- Birati, P.S:- Nimta, District:-North 24- Parganas, West Bengal, India, PIN - 700051 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AKCPB8129R,; Status : Representative; Date of Execution : 17/06/2016; Date of Admission : 17/06/2016; Place of Admission of Execution : Office	 17/06/2016 12:36:36 PM	 LTI 17/06/2016 12:36:46 PM
		 17/06/2016 12:37:17 PM	

### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Narayan Ch Majumder Son of Late Ramesh Ch Majumder 157 M.B. Road, P.O:- Birati, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700051 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Shri Prabir Kumar Mahapatra, Smt Kalpana Mahapatra, Shri Partho Kumar Karanjai, Shri Abhisekh Bothra	  17/06/2016 12:40:15 PM

### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Airport, Municipality: NORTH DUM DUM, Road: M B Road, Mouza: Gouripur	RS Plot No:- 337 , RS Khatian No:- 312	6 Katha 9 Chatak 21 Sq Ft	5,00,000/-	1,18,64,999/-	Proposed Use: Bastu, ROR: Danga, Width of Approach Road: 20 Ft.

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Shri Prabir Kumar Mahapatra	M/S NARSHINGA VINCOM PRIVATE LIMITED	5.43813	50
	Smt Kalpana Mahapatra	M/S NARSHINGA VINCOM PRIVATE LIMITED	5.43813	50

### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Narayan Ch Majumder
Address	157 M.B. Road, Thana : Nimta, District : North 24-Parganas, WEST BENGAL
Applicant's Status	Advocate



Office of the D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas

Endorsement For Deed Number : I - 150202027 / 2016

Query No/Year	15020000768081/2016	Serial no/Year	1502001602 / 2016
Deed No/Year	I - 150202027 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Shri Prabir Kumar Mahapatra	Presented At	Office
Date of Execution	17-06-2016	Date of Presentation	17-06-2016

Remarks

On 06/06/2016

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 1,18,64,999/-

(Supriya Chattopadhyay)  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - II NORTH 24-  
PARGANAS  
North 24-Parganas, West Bengal

On 17/06/2016

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

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

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

Presented for registration at 12:20 hrs on : 17/06/2016, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Shri Prabir Kumar Mahapatra , one of the Executants.

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

Execution is admitted on 17/06/2016 by

Shri Prabir Kumar Mahapatra, Son of Late Prabhat Chandra Mahapatra, 25/5 Sukanta Sarani, Gitanjali Park, P.O: Rajbari, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700081, By caste Hindu, By Profession Service

Indetified by Narayan Ch Majumder, Son of Late Ramesh Ch Majumder, 157 M.B. Road, P.O: Birati, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, By caste Hindu, By Profession Advocate

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

Execution is admitted on 17/06/2016 by



Smt Kalpana Mahapatra, Wife of Shri Prabir Kumar Mahapatra, 25/5 Sukanta Sarani, Gitanjali Park, P.O: Rajbari, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700081, By caste Hindu, By Profession House wife

Indetified by Narayan Ch Majumder, Son of Late Ramesh Ch Majumder, 157 M.B. Road, P.O: Birati, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, By caste Hindu, By Profession Advocate

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

Execution is admitted on 17/06/2016 by

Shri Partho Kumar Karanjai Director, M/S NARSHINGA VINCOM PRIVATE LIMITED, 120 M.B. Road, P.O:- Birati, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700051 Shri Partho Kumar Karanjai, Son of Shri Goutam Karanjai, 67 Sibachal Road, P.O: Birati, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, By caste Hindu, By profession Business

Indetified by Narayan Ch Majumder, Son of Late Ramesh Ch Majumder, 157 M.B. Road, P.O: Birati, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, By caste Hindu, By Profession Advocate

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

Execution is admitted on 17/06/2016 by

Shri Abhisekh Bothra Director, M/S NARSHINGA VINCOM PRIVATE LIMITED, 120 M.B. Road, P.O:- Birati, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700051 Shri Abhisekh Bothra, Son of Shri Prakash Chandra Bothra, 120 M.B. Road, Panchasheel Housing Complex, P.O: Birati, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, By caste Hindu, By profession Business

Indetified by Narayan Ch Majumder, Son of Late Ramesh Ch Majumder, 157 M.B. Road, P.O: Birati, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, By caste Hindu, By Profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 16,514/- ( B = Rs 16,489/- , E = Rs 21/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by Draft Rs 16,550/-

**Description of Draft**

1. Rs 16,550/- is paid, by the Draft(other) No: 000427091022, Date: 16/06/2016, Bank: STATE BANK OF INDIA (SBI), BIRATI.

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Draft Rs 15,025/-, by Stamp Rs 5,000/-

**Description of Stamp**

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 5616, Purchased on 14/06/2016, Vendor named Rana Sur.

**Description of Draft**

1. Rs 15,025/- is paid, by the Draft(other) No: 000427091023, Date: 16/06/2016, Bank: STATE BANK OF INDIA (SBI), BIRATI.



(Asit Kumar Mukherjee)

DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - II NORTH 24-  
PARGANAS  
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2016, Page from 50153 to 50200

being No 150202027 for the year 2016.



*Amj*

Digitally signed by ASIT KUMAR  
MUKHERJEE  
Date: 2016.06.20 17:14:33 +05:30  
Reason: Digital Signing of Deed.

(Asit Kumar Mukherjee) 20-Jun-16 05:14:33 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)