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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

D. No. 1608-0061229218/19

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certified that the document is admitted to registration. The Signature sheet and the endorsement sheet attached with this document are the part of this document.

Advt. District Sub-Registrar
Medinipur, South 24 Parganas

[Handwritten Signature]
30/07/19

30 JUL 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 30th Day of July in the year Two thousand and Nineteen (2019)

BETWEEN

নং 2686 তার 29/07/19 5000/-

খরিদদার Ratan Kumar Ghosh
সং 18, Baishnabghata Road ; KOL. 47



শঙ্কর কুমার সরকার
স্ট্যাম্প ডেপুটি
সোনারপুর এ্যা.ডি.এস.আর অফিস
৯৪ ১৪ সত্ৰবালা

[Handwritten signature]



Addl. Dist-Sub Registrar
Sonarpur
South 24 Parganas

30 JUL 2019

Tapan Sarda
S/o H. Sarda
Sonarpur
Lev-158

(1) SRI RATAN KUMAR GHOSH, (having PAN- ADZPG2916K) son of Late Haran Chandra Ghosh, (2) SMT MOM GHOSH,(having PAN – AEGPB2792L), wife of Sri Ratan Kumar Ghosh, both are by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at- 18 Baishnabghata Road, P.O. Naktala, P.S. Neatajinagar, Kolkata – 700047, (3) SRI DEB KUMAR MUKHERJEE, having (PAN – AISPM6001F), son of Late Batakrishna Mukherjee, (4) SMT TAPASI MUKHERJEE, (having PAN – AJPPM9100P), wife of Sri Deb Kumar Mukherjee, No. 3 & 4 are by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at- 12 Baishnabghata Road, P.O. Naktala, P.S. Neatajinagar, Kolkata – 700047, hereinafter jointly called and referred to as the **“OWNERS”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, administrators, legal representatives and assigns) **FIRST PART.**

A N D

“M/S. MKR NIRMAN PRIVATE LIMITED”, PAN : AAICM8346A, a Private Limited Company incorporated under Indian Companies Act, 1956, having its registered office at 12 Baishnabghata Road, P.O. Naktala, P.S. Neatajinagar, Kolkata – 700047,, being represented by its Director namely, (1) SRI RATAN KUMAR GHOSH, son of late Haran Chandra Ghosh, PAN- ADZPG2916K (2) SMT MOM GHOSH (PAN AENPG2792L) wife of Sri Ratan Kumar Ghosh, both are by faith – Hindu, by Nationality – Indian, by occupation – Business, residing at- 18 Baishnabghata Road, P.O. Naktala, P.S. Neatajinagar, Kolkata – 700047 hereinafter called and referred to as the **“DEVELOPER”** (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART.**

IN THIS AGREEMENT THE FOLLOWING ADDITIONAL EXPRESSION SHALL UNLESS REPUGNANT TO THE CONTEXT SHALL HAVE THE MEANING ASSIGNED THEREDTO :-

ARTICLE - I

- i. **SAID PROPERTY**: shall always mean **ALL THAT** piece and parcel of land measuring as per deed **55.61 decimal. (1 bigha 13 katha 10 chitak 16 sq.ft.)** more or less lying and situated at Mouza – Rajpur, Touzi No. 251, J.L. No. 55, R.S. Dag Nos. 907, 908 and 906, R.S. Khatian Nos. 1256 and 1255, of Ward No 16 , Holding No. 190, Pulin Behari Basu Sarani under P.S :- Sonarpur under the jurisdiction of Rajpur Sonarpur Municipality within Sub –Registration office at Sonarpur in the District South 24 Parganas, Kolkata -700149 morefully and particularly described in the **FIRST SCHEDULE** and demarcated by Red Border in the plan annexed hereto.
- ii. **PROJECT** :- means a housing project with commercial space if any to be constructed and developed on the said land by the said land by the developer in terms of this agreement.
- iii. **PROJECT COMPLEX** :- means the said land together with building and other structures as shall be constructed or developed thereon by the developer in pursuance of this agreement .
- iv. the residential flat's or commercial space if any comprised in the project complex and intended to be sold to the customers.
- V. CAR PARKING SPACE MEANS**: the open to sky or covered space as per Sanction in the ground Floor of the said premises for parking or keeping motor car and scooter etc.

Vi. **BUILDING PLAN MEAN**: the plan for construction of the building and others structures on the said land as may be sanctioned by the appropriate authority.

Vii. **"Forfeited Amount "** means an aggregate sum of Rs.1,00,000/- (Rupees One Lakh) paid by the Developer to the Owners, and more fully stated in Article 3.4 hereunder.

Viii. **OWNER'S ALLOCATION** :- means proportionate Gross revenue receipts of the owner which shall be entitle 22% plus and Rs. 1,00,000/- (Rupees One Lakh) forfeit amount.

IX. **DEVELOPER ALLOCATION** : means proportionate Gross revenue receipts the developer which shall be 78%

X. **"Common Areas"** means the areas in the Project Complex meant for common use and enjoyment and includes Path, roads, gardens, passages, lobby, staircase, lift, etc. and morefully described in the **fourth schedule** but does not includes saleable area.

Xi. **"Common Services"** means all essential services, facilities and utilities in the Project Complex such as, water and electricity, lift, plumbing, sanitation, drainage, sewerage etc. and includes all equipments, apparatus, fittings, plumbing's required for providing such services facilities and utilities.

XII. **"Customers"** means the persons who shall book and/or enter into agreements for purchasing and acquiring the Units and/or Parking's in the Project Complex.

XIII. **"Closing Date"** shall mean the date when the parties mutually fix a date for closing of the transaction under this Agreement and more fully stated in Article 14.0 hereunder.

XIV. **"Development Commencement Date"** means 15th day of January 2020,

- XV. **"GRR"** or "Gross Revenue Receipts" means the amounts that shall be received and/or generated upon booking or sale or transfer or marketing of the Units and Parking's comprised in the Project Complex and interest on delayed payment thereof by the Customers but does not include the maintenance deposit or maintenance charges Project Taxes, stamp duty, registration charges etc., which may be received receivable or by the Developer from the Customers.
- XVI. **"Main Path"** means the path or passage or roads of the Project Complex connecting the Municipal road on the Northern side of the said Land and leading up to the outer periphery of the said Land on all sides.
- XVII. **"Maintenance Organization"** means any association or organization as shall be formed by the Developer for maintenance of the Project Complex and shall mean the Developer until formation of such Maintenance Organization.
- XVIII. **"Marketing"** means marketing of the Project Complex and more fully stated in Article 8.0 hereunder.
- XIX. **"Miscellaneous Receipts"** means all payments received and/or receivable from the Customers other than the Purchase Consideration and includes the following :-
- a) GST on the Purchase Consideration ;
 - b) Payment against any extra or additional work carried out by the Developer in any Unit ;
 - c) Security deposit ;
 - d) Maintenance charge ;
 - e). Legal fees ;
 - f). Payment towards registration of the Sale Deeds including Stamp Duty; Registration charges and other incidental expenses.
 - g). Any amount receivable by the Developer from the Customers apart from the *Purchase Consideration of the Units and Parking's*

XX. "**M R Account**" means a separate bank account to be opened by the Developer in its name with any schedule Bank wherein all Miscellaneous Receipts received from the Customers shall be deposited and/or credited.

XXI. "**Project Hand Over Date**" means the date on which the Developer hand over possession of the Units in the Project Complex to the Customers.

XXII. "**Project Taxes**" means, GST or any other tax or imposition that may be levied or imposed by the Government on construction, development, execution and marketing of the Project Complex.

XXIII. "**Property Tax**" means Land revenue and Municipal taxes levied or livable on the said Land and/or the Project Complex.

XXIV. "**Proportion**" or "**Proportionate**" means in the context of allocation of the parties shall be the proportion which the Owners' Allocation bears to the Developer's Allocation at any given point of time.

XXV. "**Purchase Consideration**" means the value and/or price of the Units and Parking's payable by the Customers for purchasing and/or acquiring the Units and Parking's and for availing extra amenities but does not include GST on the Purchase Consideration or the Miscellaneous Receipts.

XXVI. "Parking's" means covered and open car or scooter parking spaces comprised in the Project Complex.

XXVII. **SAID PROPERTY** : shall always mean **ALL THAT** piece and parcel of land measuring **55.61 decimal. (1 bigha 13 katha 10 chitak 16 sq.ft.)** more or less lying and situated at Mouza – Rajpur, Touzi No. 251, J.L. No. 55, R.S. Dag Nos. 907, 908 and 906, R.S. Khatian Nos. 1256 and 1255, of Ward No **16** , Holding No. 190, Pulin Behari Basu Sarani , Kolkata -700149 P.S :- Sonarpur under the jurisdiction of Rajpur Sonarpur Municipality within A D S R office at Sonarpur, in the District South 24 Parganas, morefully and particularly describe in the **FIRST SCHEDULE**

WHEREAS : (A.) by there several deeds of conveyance dated 2nd may 2017 and described in the second schedule hereunder written the owners herein jointly purchased and acquired the said land measuring 01 Bigha 13 katha 10 Chaittak 16 sqft more or less and being Holding no. 190 Pulin Behari basu sarani, P.S. Sonarpur, Kolkata 700149 and more fully described in the first schedule here under written.

(B.) Relying muted representations as stated here under the party are desirous of entering in to a Development Agreement for construction of the housing project on the said land and marketing there of on the terms herein after stated .

XXVIII. "**Sale Consideration Account**" means on Escrow account to be opened by the developer in the name with any schedule Bank wherein all moneys received from the Customers towards the purchase consideration of the Units, and the Parking comprised in the Project shall be deposited and/or credited.

XXVIX. "**Unsold Inventory**" shall mean the Units and the Parking's in the Complex which may remain unsold at the Closing Date.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

1.0. **OWNERS' REPRESENTATIONS:**

1.1 The Owners have represented and warranted to the Developer as follows:-

(a) The Owners by virtue of Deeds of Conveyances as described in recital are seized and possessed of or are well and sufficiently entitled to the said Land in respective share. No person other than the Owners has any right, title and/or interest, of any nature whatsoever in the said Land or any part thereof.

(b) The Owners shall make out a marketable title in respect of the said land and shall answer all questions which may be raised by any Bank or Financial institutions.

(c) The said Land or any part thereof is, so far as the Owners are aware of, not affected by any requisition or acquisition or alignment of any authority or authorities under any law.

(d) No suit and/or any other proceedings and/or litigations are pending against the Owners in respect of the said Land or any part thereof and that the said Land is not involved in any civil, criminal or arbitration proceedings.

(e) The Owners have full right, power and authority to enter into this Agreement.

(f) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the said Land and there are no facts, which may give rise to any such dispute.

1.2. The Owners hereby agree and confirm that the Developers shall be at liberty to make all payments, under this agreement and gross Revenue receipts on their behalf and payment made by the developer to the land owner shall be treated as proportionate payment made to all the owners.

2. DEVELOPERS' REPRESENTATIONS:

2.1. The Developer has represented and warranted to the Owners as follows :

- a) the Developer has been developing Housing Projects on several locations within P. S Sonarpur and the Developer has necessary infrastructure and expertise to execute and market the Housing Project
- b) The Developer shall diligently execute and market the Project and perform all its obligations under the Agreement.

3.0. Basic Understanding:

3.1. The Owners shall make available the said Land with a good and marketable title free from all encumbrances and liabilities whatsoever for development of the Project Complex. The owner shall handover the original title deed to the Developer within 15 days from the date of execution of this agreement .

3.2. The Developer shall, at its own costs, charges and expenses, plan, develop and construct a Housing Project on the said Land in accordance with the Building Plan to be approved by the Rajpur-Sonarpur Municipality.

3.3. The Developer at its own costs and expenses either by itself or through the Brokers and marketing agents shall sell the Units comprised in the Project Complex and the Gross Revenue Receipts shall be shared between the Owners and the Developer in proportion to their respective allocations. The Owners shall however reimburse the Developer with their share of brokerage and the fees of the marketing agent and taxes thereon.

3.4. The allocation of the owners and the developer in the project and or Gross Revenue Receipts here under Shall be in the Following Ratio :-

(a) Owners : 22% + 1,00,000/- (forfeit amount)

(b) Developer : 78%.

Total : 100%

3.5. The Owners shall pay the Property Tax on the said Land upto the date immediately preceding the Development agreement.

3.6. The Developer shall be liable to pay the Project taxes. shall be liable to pay the Property Tax on and from the date of execution of the agreement up to the Project Handover Date.

3.7. Nothing contained in this Agreement shall be constructed or deemed to be a partnership between the owners and the Developer.

4.0. **Development of the said Land.**

4.1. The Owners hereby grant exclusive right of construction, execution and development of the Project on the said Land unto and in favour of the Developer with an object and intent that all the Units and Parking's comprised in the Project, shall be sold and the Gross Revenue Receipts shall be shared by and between the parties on the terms and conditions hereinafter stated.

- 4.2. The Project shall be a residential housing project comprising of several residential units and Parking's with some commercial spaces as may be permitted by the appropriate authority.
- 4.3. The Developer shall execute and construct the Project in accordance with the Building Plan and with the specifications stated in Annexure "A" attached hereto.
- 4.4. To enable the Developer to discharge its functions and obligations under this Agreement including execution and construction of the Project, getting the land use converted in appropriate Government records, getting the building plan sanctioned, marketing of the Project etc., the Owners shall execute and register a power of attorney in favour of the Developer.
- 4.5. Simultaneously with execution of this Agreement, the Owners have delivered vacant possession of the Land to the Developer so as to enable the Developer to execute the Project. It is made clear that the Developer shall be in possession of the said Land as an agent of the Owners and shall have lien on the said Land to the extent of the Developer's Allocation and the amounts receivable from the Owners.
- 4.6. For enabling the Developer to execute and market the Project the Owners simultaneously with execution of this Agreement have made over the original title deeds of the said Land of the Developer.
- 4.7. The Developer shall hold the title deeds as a trustee for the ultimate beneficiaries of the said Land being the Customers and/or the Unit Owners of the Project and upon sale of all the Units in the Project the Developer shall handover the original title deeds of the said Land to the association of the Unit owners in the Project.
- 4.8. The Developer shall be at liberty to produce the original title deeds before the statutory authorities, bodies for getting the said Land converted from Sali land to Bastu land and for obtaining sanction of the Building Plan or as and when necessary in course of execution of the Project.

4.9. The Developer shall also be at liberty to deposit the title deeds with any Bank or financial institution for securing repayment of the Project Finance as stated in Article 7.8 hereunder.

5.0. Conversion, Sanction and Approvals:

5.1. The Developer shall at its own costs and expenses get the land use of the said Land converted to Bastu land with the appropriate authorities under the West Bengal Land Reforms Act, 1955. The Owners shall sign all forms and applications as may be required or necessary and render all assistance to the Developer in this regard.

5.2. The Project planning right shall be with the Developer. The Developer shall appoint an architect of its choice for planning the Project and for preparing the building plan. The Owners shall sign the building plan if required by the Developer and render all assistance to the Developer in getting the Building Plan sanctioned by the appropriate authorities. All costs and expenses including fees of the architect shall be borne and paid by the Developer.

5.3. The architect and consultant of the Project shall be appointed by the Developer and all fees, costs, charges and expenses payable to them shall be paid by the Developer.

5.4. The Developer at its own costs and expenses shall also obtain all necessary or requisite approvals from the concerned authorities, such as, Pollution Control Board, Fire Department etc.

5.5. The Developer shall also get the Project approved from the Banks or Financial Institutions so as to enable the Customers to obtain finance from such Banks or Financial Institutions for purchasing and/or acquiring any Unit in the Project Complex. The Owners shall sign all documents and papers that may be required for obtaining Project approval from the Banks or Financial Institutions and shall fully cooperate with the Developer in obtaining Project approval from them.

6. The Owner shall answer all requisitions to be made by the Developer, or any financial institution with regard to the Title thereof.

7.0. Project Construction:

7.1. The developer after obtaining sanction of the Building Plan and all requisite approvals shall commence construction of the Project .

7.2. The Developer shall carry out construction work in the Project Complex in accordance with the sanctioned Building Plan.

7.3. subject to force majors circumstances the Developers shall at their own costs and expenses complete construction of the project within a period of five years from the commencement date .

7.4. with effect from the Commencement date , the Developer alone shall bear and pay the municipal taxes, land revenue or any other taxes on the said Land or structures constructed thereon. It is made clear that the Owners shall be liable to pay municipal tax, land revenue and all other outgoings on the said Land for the period immediately preceding the Commencement date and the developer shall have no liability relating thereto .

7.5. The Owners shall not in any way indulge in any activity that may be detrimental to the development and/or construction of the Project Complex.

7.6. The Owners shall render all co-operation to the Developer as may be necessary for successful completion of the Project.

7.7. The Developer shall be at liberty to obtain finance for execution of the Project from Banks and/or financial institutions against the Developer's share of the Gross Revenue Receipts without creating any liability on the Owners and/or the Owners' share of Gross Revenue Receipts and shall keep the Owners saved, indemnified and harmless from all liabilities in connection with such Project finance. The Owners shall cooperate with the Developer and sign all documents as may be required by such Banks and/or financial institutions. It is made clear that the Developer shall obtain such Project finance only after sanction of the Building Plan and shall utilize the same for execution of the Project under this Agreement and not for any other purpose.

8.0. Marketing of the Project Complex

8.1. It is agreed and understood by and between the parties that all the Units and Parking's comprised in the Project Complex shall be sold and marketed and the parties shall share the Gross Revenue Receipts proportionately, that is to say, the Owners shall be entitled to the Owners Allocation and the Developer shall be entitled to the Developers Allocation. The Owners shall however reimburse the Developer with their share of brokerage and the fees of the marketing agent and taxes thereon .

8.2. Marketing of the Project Complex shall be carried out by Developer.

8.3. Marketing of the Project means all activities relating to selling or marketing of the Saleable Property comprised in the Project and shall include –

- (a) booking of the Units and Parking's comprised in the Project Complex with the Customers ;

- (b) entering into formal agreements for sale with the Customers ;
- (c) execution of the sale deeds of the Units and Parkings in favour of the Customers ;
- (d) receipt of all booking amounts, advances, purchase consideration and all other amounts from the Customers;
- (e) advertisement of the Project/Project Complex ;
- (f) appointment of the brokers and selling agents ;
- (g) any other activity relating to sale or marketing of the Project Complex.

8.4. For Marketing the Project, the Developer shall be at liberty to appoint marketing agents and brokers and also issue advertisements in the media and incur all expenses in connection therewith.

8.5. The Owners shall reimburse their proportionate share of the following marketing expenses and taxes thereon to the Developer :

For the purpose of the clause the brokerage payable by the developer to the broker shall be subject to a ceiling limit of 2% (two percent) of the purchase consideration and taxes thereon and similarly the marketing expense shall also be subject to a ceiling limit of 1.5% (one point five percent) of the purchase consideration and taxes thereon .

(a) Owners' share of brokerage & marketing expenses ;

(b) In this regards Owner have no any type of liabilities for brokerage and marketing purpose. .

(c) For the purpose of this clause the brokerage payable by the developer to the broker shall be subject to a ceiling limit of 2% (two percent) of the purchase consideration and taxes thereon and similarly the marketing expense shall also be subject to a ceiling limit of 1.5% (one point five percent) of the purchase consideration and taxes thereon .

8.6. The reimbursement receivable by the Developer from the Owners on account of brokerage shall be included by the Developer in the periodical Debit Note to be sent by the Developer to the Land Owners as stated in article 9.8 here under..

9.0. Financials:

9.A. The total Revenue to be received from the intending purchaser plus the levies and impositions there with shall be transferred to three heads in the Account to be opened in any Nationalized Bank. Three Heads namely ESCROW Account, PROJECT Account, and M.R Account. As per discretion of the developer.

- i) **ESCROW ACCOUNT :-** 70% of the total receipt from the purchasers shall be deposited to Escrow Account from which the developer can use to pay the share of land owners, and cost of construction etc.
- ii) **PROJECT ACCOUNT:-** Remaining 30% of the proceeds should be remitted to the Project Account from where all costs of the project and the expenses as mentioned in Clouse 8.3 .
- iii) **M.R. ACCOUNT :-** ALL the levies and impositions like incidental expenses , GST amount of wherein all miscellaneous receipts received from the customer's Shall be deposited or credited in the said M.R Account.

9.1. Prior to marketing of the Project the Developer shall open in its name the following two separate Bank Accounts :-

(a)An Escrow Account with any scheduled Bank which is herein referred to as "Sale Consideration Account" and utility change amount wherein all moneys received from the Customers towards purchase consideration of the Units and/or Saleable Areas comprised in the Project shall be deposited and/or credited with a mandate to the Bank to credit the Bank Account of the Land Owner and the Bank Account of the Developer in proportion to their respective allocations ;

(b). A separate Bank Account with any schedule Bank which is herein referred to as "M R Account" wherein all Miscellaneous Receipts received from the Customers which deposited and/or credited.

9.2. The Developer shall furnish full particulars of the ESCROW Account as may be opened by if to the land owner's .

9.3. All Miscellaneous Receipts received by the Developer shall be deposited by the Developer in M R Account. -

9.4. After opening of the Sale Consideration Account of the owners, the Developer shall periodically send a Debit Note to the Land Owner showing the following :-

A. Project Taxes

(i) Amount deposited in the Sale Consideration Account, i.e Escrow account

(ii) Project Taxes, if any, included in the amount deposited. Owners shall be liable to pay proportionate share of project taxes except development, execution & marketing of the project complex.

(III) Amount credited from the Sale Consideration Account to the Bank Account of the Land Owner ;

9.5. The Land Owner shall be obliged to pay to the Developer the brokerage as stated in such Debit Note (herein referred to as "Debit Note Amount") to the Developer within a period of **thirty** days from the date of receipt of the Debit Note.

9.6. If the Owner fails to pay the Debit Note Amount to the Developer for a period of three months then notwithstanding anything stated hereinabove the Developer shall be at liberty to adjust and/or appropriate the Debit Note Amount against Owners' Allocation at the rate of Rs. 2% of that Brokerage money. Upon such appropriation and/or adjustment, the allocation of the parties shall stand altered and the Owners' Allocation

shall reduce and Developer's Allocation shall increase to the extent of such appropriation and/or adjustment.

9.7. Upon alteration in the allocation of the parties, the Developer shall modify and/or alter the mandate given by it in accordance with the revised allocation and additional area, if any will be utilized by both the parties proportionately.

9.8. Upon cancellation of any booking or sale agreement, the Owners shall be liable to refund the proportionate amount refundable to such Customer and shall make over such amount to the Developer within **thirty** days from the date of receipt of a "Debit Note on Cancellation" from the Developer. It is clarified that the "Debit Note on Cancellation" is independent of the Debit Note referred to hereinabove. In default, the Owners shall be liable to pay interest on the unpaid amount at the rate of Schedule Bank % per annum from the due date upto the date of payment and such amount shall be a charge on the Owners Allocation.

10.0. Covenants of the Owners

10.1. The Owners hereby agrees and covenant with Developer that-

- (a) They shall not cause any interference or hindrance in the execution and construction of the Project by the Developer ;
- (b). They shall not let out, grant, lease, mortgage and/or charge or encumber the said Land or any part or portion thereof without prior consent in writing of the Developer ;
- (c) They shall permit the Developer, its architects, contractors, engineers, workmen uninterrupted access to the said Land so as to enable the Developer to execute, develop and construct the Project.

10.2. The Owners agree to execute and register appropriate power of attorney in favour of the Developer for construction and development of the Project and for Marketing subject to the condition that the cost of stamp duty and all other charges on such power of attorney shall be borne and paid by Developer.

10.3. The Owners further agree :

- [a] To sign and execute the revised / Modified Building Plan and all necessary papers, undertakings, affidavits, documents, declarations, agreements and deeds which may be required for obtaining sanction of the Building Plan and construction of the Project of required by the Developer .
- [b] To co-operate with the Developer for execution and construction of the Project and Marketing ;
- [c] The purchasers shall have the liberty to purchase their unit by taking loan from bank or any financial institution by hypothecating his/her said unit to which the owners shall give their consent.

11.0. Covenants of the Developer

11.1. The Developer agrees and covenants with the Owners that –

- (a) The Developer shall complete construction of the Project within a period of five years from the date of execution of this Development Agreement & Power and for this purpose, time shall be essence of the contract subject to force majeure circumstances.
- (b) The developer shall not transfer and / or assign its rights benefits, duties and obligations under this agreement without prior written consent of the owner.
- (c) The Developer shall construct the Project in accordance with the Building Plan and shall not violate and contravene the Building Rules & Regulations.

11.2. The Developer agrees to keep the Owner saved, indemnified and harmless from or against all claims or actions that may be made or raised by any third party in any matter relating to or arising out of construction and execution of the Project or discharge of performance of any duty or obligation of the Developer under the Agreement.

11.3. The Developer shall be liable and responsible for all accidents, breakdowns or any other loss and damage that may arise or be caused at the time of construction of the Project and the Owner shall have no liability therefore. The Developer shall keep the Owner absolutely saved, indemnified and harmless from or against any penalty, liability, claim or consequences that may arise there from.

11.4. Developer shall be at liberty to dig deep tubewells and erect temporary structures and carry on all lawful activities on the said Land as may be required or necessary for execution construction of the Project.

12.0. Handing over of the Project:

12.1. Soon after completion of construction of the Project, the Developer shall fix a date of handing over possession of the Units in the Project Complex to the Customers and the date on which such handing over takes place is herein referred to as "the Project Hand Over Date".

12.2. On the Project Hand Over Date –

(a) the Developer shall hand over possession of the Units and parking's to the Customers ;

(d) The Unsold Inventory shall be allocated between the Owners and the Developer in their respective share of allocation and the Owners shall be liable to pay and/or reimburse to the Developer the project taxes if applicable on the Unsold Inventory allocated to them.

(c) the financial accounts between the Developer and the Owners shall be fully squared up and the party having a debit balance shall be obliged to pay such debit balance to the party having credit balance on the Closing Date or within such time and on such terms and conditions as may be mutually agreed upon between them ;

(d) the party having a credit balance shall have a first charge on the allocation of Unsold Inventory the other party for such debit balance.

(e) The Developer shall frame a scheme for maintenance of the Project Complex either by itself or through the Maintenance Organization.

12.3. On and from the Project Hand Over Date –

(f) the Customers shall be liable to bear and pay the Property tax of their respective Units and Parking's ;

(g) the Developer shall be liable to pay the Property tax on the unsold Units and Parking's allocated to it ;

(h) the Owners shall be liable to pay the Property tax on the unsold Units and Parking's allocated to them ;

(i) the Customers shall pay the maintenance charges of their respective Units and Parking's to the Developer and/or the Maintenance Organization ;

(j) the Owners shall be liable to pay maintenance charges on the unsold Units and Parking's allocated to them to the Developer and/or the Maintenance Organization:

(k) The Developer shall be liable to pay maintenance charges on the unsold Units and Parking's allocated to it to the maintenance Organization, if formed. So long maintenance organization is not formed, the Developer shall contribute its share of Maintenance charges on the unsold Units and Parking's allocated to it to the maintenance account of the Project Complex.

(l) The Developer shall remain in charge for maintenance of the said project for a period of 5 years from the date to be notified later. The Developer shall have execution the right to fix the charges for amenities and facilities to be provided at the said project including the maintenance thereof. On completion of 5 years the Developer shall hand over the charge to the Owners Association .

13.0. Maintenance of the Project Complex.

13.1. The Developer by itself or by any agency appointed by it shall have exclusive right to manage and maintain all Common Areas and provide all Common Services in the Project Complex and the Owner shall not in any way interfere with such right of the Developer.

13.2. The Developer, in exercise of such right, shall have right to fix and determine the rate of maintenance charge payable by the Customers.

13.3. Over and above maintenance charge, Developer shall be entitled to receive and realize GST or any other applicable taxes on maintenance charge.

13.4. The Customers shall pay the proportionate maintenance charges and all taxes thereon. The maintenance charge shall be payable at a time for which the same shall relate. In default, the unpaid maintenance charge shall attract interest at such rate as may be fixed by Developer.

13.5. The parties and/or their assigns shall be obliged to pay maintenance charges on the unsold Units and Parking's allocated to them, if any.

14.0. Force Majeure & Breaches

14.1. "Force Majeure" shall mean and include events which arise from or are attributable to the Acts of God, natural calamities, war, general strike, terrorist activities, civil commotion, legislation or regulations adversely affecting the Project, Court order or any other unforeseen occurrence, acts, events, omission or accidents which are beyond the reasonable control of the party .

14.2. If any party is delayed or is prevented from performing any of its obligations under this agreement by any event of Force Majeure then such party shall inform the other party in writing within fifteen days of commencement of event of Force Majeure specifying the nature and extent of the circumstances giving rise to the event of Force Majeure. Similar notice in writing shall also be given upon cessation of Force Majeure event.

14.3. The time limit laid down in this Agreement for performance of obligations by a party shall stand extended by the same period as the period of Force Majeure event.

14.4. The Developer shall not be treated in default if erection and completion of the Project is delayed due to reasons amounting Force Majeure.

14.5. If due to any act on the part of the Developer the construction and completion of the Project is delayed then the Owner shall be entitled to specific performance of this Agreement and claim damages in addition thereto.

14.6. In case the Owners commit any breach of this Agreement, the Developer shall be at liberty to initiate proceedings against the Owner either for specific performance of this Agreement and claim damages.

15.0. Miscellaneous

15.1. Notices to the Developer shall be given by sending the same at its corporate office stated hereinabove.

15.2. Unless otherwise agreed the notices shall be given to the parties by sending the same by Speed Post or Registered Post and a scanned copy thereof by Email.

- i) To the Owner at Email Id : ratanghosharg@gmail.com
- ii) To the Developer at Email Id : ratanghosh@rediffmail.com

FIRST SCHEDULE OF THE PROPERTY REFERED TO

(Description of the LAND)

SAID PROPERTY: shall always mean **ALL THAT** piece and parcel of land measuring as per deed **55.61 decimal. (1 bigha 13 katha 10 chitak 16 sq.ft.)** more or less lying and situated at Mouza – Rajpur, Touzi No. 251, J.L. No. 55, R.S. Dag Nos. 907, 908 and 906, R.S. Khatian Nos. 1256 and 1255, of Ward No **16** , Holding No. 190, Pulin Behari Basu Sarani under P.S :- Sonarpur under the jurisdiction of Rajpur Sonarpur Municipality within Sub –Registration office at Sonarpur in the District South 24 Parganas, Kolkata -700149 morefully and particularly described in the **FIRST SCHEDULE** and demarcated by Red Border in the plan annexed hereto. , and the same is butted and bounded in the manner follows :-

- On the North** :: Municipality Road.
- On the South** :: Land of R.S. Dag No 906.and common passage
- On the East** :: Land of R.S. Dag No. 898.
- On the West**:: 17' -00" wide Municipality Road.

TITLE OF THE OWNER'S

1. By deed of conveyance dated 2nd may 2017 and made between Sri Pradip Kumar Sarkar, Smt Shikha Ghosh, and Smt Suparna Basu therein collectively referred to as vendors of the one part and the owners herein and therein collectively referred to as purchasers of the other part and duly registered in the office of the D.S.R IV, Alipore in Book – 1, Volume No1604-2017, Pages from 54588 to 54624 being No. 160402136, for the year 2017, the Said Pradip Kumar Sarkar and other Being the vendors in the said deed of conveyance dated 2nd may 2017 duly sold transferred and conveyed all that piece of parcel of land measuring 41 decimal equivalent to 24 Katha 12 chittak 42 sq.ft. more or less lying and situated in Mouja – Rajpur, J.L. No. 55, and comprising in R.S. Dag No. 907, corresponding to R.S. Khatian No. 1256, P.S. Sonarpur, in the district south 24 parganas, to the said purchasers being the owners herein at the consideration and on the terms and condition stated therein .
2. By deed of conveyance dated 2nd may 2017 and made between Sri Pradip Kumar Sarkar, Smt Shikha Ghosh, and Smt Suparna Basu therein collectively referred to as vendors of the one part and the owners herein and therein collectively referred to as purchasers of the other part and duly registered in the office of the D.S.R IV, Alipore in Book – 1, Volume No1604-2017, Pages from 58079 to 58110 being No. 160402064, for the year 2017, the Said Pradip Kumar Sarkar and other Being the vendors in the said deed of conveyance dated 2nd may 2017 duly sold transferred and conveyed all that piece of parcel of land measuring 12 decimal equivalent to 07 Katha 04 chittak 08 sq.ft. more or less lying and situated in Mouja – Rajpur, J.L. No. 55, and comprising in R.S. Dag No. 908, corresponding to R.S. Khatian No. 1256, P.S. Sonarpur, in the district south 24 parganas, to the said purchasers being the owners herein at the consideration and on the terms and condition stated therein .

3. By deed of conveyance dated 2nd may 2017 and made between Sri Pradip Kumar Sarkar, Smt Shikha Ghosh, and Smt Suparna Basu therein collectively referred to as vendors of the one part and the owners herein and therein collectively referred to as purchasers of the other part and duly registered in the office of the A.D.S.R Sonarpur in Book – 1, Volume No1608-2017, Pages from 42665 to 42691 being No. 160802066, for the year 2017, the Said Pradip Kumar Sarkar and other Being the vendors in the said deed of conveyance dated 2nd may 2017 duly sold transferred and conveyed all that piece of parcel of land measuring 01 Katha 09 chittak 15 sq.ft. more or less lying and situated in Mouja – Rajpur, J.L. No. 55, and comprising in R.S. Dag No. 906, corresponding to R.S. Khatian No. 1255, P.S. Sonarpur, in the district south 24 parganas, to the said purchasers being the owners herein at the consideration and on the terms and condition stated therein

SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

(DESCRIPTION OF THE OWNERS ALLOCATION)

“**Owners Allocation**” means Rs. 1,00,000.00 (Rupees One Lakh Only) which is treated as a forfeit amount and 22% Gross revenue receipt undivided proportionate share of land , Common facilities, common areas and common amenities i.e intercom, transformer, Generator, C.C TV, Association Room cum indoor games , gymnasium room, water treatment Plant(only Iron Remove) etc. only.

THIRD SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

(DESCRIPTION OF THE DEVELOPER'S ALLOCATION)

means rest of 78% Gross revenue receipt with undivided proportionate share of land, Common facilities, common areas and common amenities i.e intercom, transformer, Generator, C.C TV, Association Room cum indoor games , gymnasium room, water treatment Plant(only Iron Remove) , etc. only.

FOURTH SCHEDULE OF THE PROPERTY ABOVE REFERRED TO
(DESCRIPTION OF THE COMMON AREA)

- (1) Stair Case on all floors.
- (2) Stair Case landings on all floors.
- (3) Common Passage and lobbies on the ground floor.
- (4) Water Pump, water tanks, Fire Tank, reservoir, water pipes septic tank, S.T.P tank all other common plumbing installation and sanitary installations .
- (5) Common electrical wiring, fittings and fixtures generators (excluding those as is installed for any particular unit):
- (6) Drainage and sewerage;
- (7) Boundary walls and main gates;
- (8) Such other common Parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/ or terrace .
- (9) Roof on the top floor;
- (10) Lift /Lift machine room Facility of the proposed building.
- (11) Security, guards room
- (12) Main gate, driveway, open space, garden, but not include any covered or open car parking space.

ANNEXTURE "A"**(DESCRIPTION CONTAINING SPECIFICATION OF THE CONSTRUCTION)**

1. **STRUCTURE:** Structure will be designed by eminent Engineer and quality ISI marked Steel, Cement will be used.
2. **FLOOR:** Floors will be finished by vitrified tiles .
3. **TOILET/ W. C :** Anti skid Ceramic Tiles on floors and Glaze Tiles fittings up to 7'-0" high., 1 No. of White Commode / Pan, 2 Nos. of Tap,1 No. of Shower and Geyser line for any one toilet / W.C.
4. **KITCHEN :** Cooking platform top will be finished with green marble slab (11'-0") length and stainless steel sink and glazed tiles will be provided total 3'-0"high above cooking platform and floor will be Anti skid Ceramic Tiles.
5. **DOORS :** All doors frames will be made hard wood , and all door palla will be made Flash door with fitting , fixing and finishing.
6. **Plaster of Paris:** All room's inside.
7. **PAINTING :** Main door finish with polish and other door finish with two coat enamel painting , out side weather coat.
8. **WINDOWS :** Sliding aluminum window with clear Glass Panes and grill.

9. **ELECTRICAL :** Concealed wiring with proper gauge of copper wire in PVC conduit to be done in flats including point, modular switch, switch board cover etc. at suitable places in the following manner generally :

No.	Place	Light Point Extra point 15 Amp.	Fan Point	5Amp.plug point	Calling Bell
1.	Bed Room I	2	1	1	-
-	1	-	-	-	-
2.	Bed Room II	2	1	1	-
-	-	-	-	-	-
3.	Bed Room III	2	1	1	-
-	-	-	-	-	-
4.	Dining/Drawing	3	2	2	1
-	-	-	-	-	-
5.	Toilet	1	-	-	-
-	1	-	-	-	-
6.	Kitchen	1	-	-	-
2	1	-	-	-	-
7.	Verandah	1	-	-	-
-	-	-	-	-	-
8.	W. C	1	-	-	1
-	-	-	-	-	-

10. Passage area pavement with Decorative floor tile.

11. **WATER SUPPLY :** 24hours water supply through Deep **tube well**.

12. **ELECTRICITY METER:** The Developer shall provide for the Electrical Meter for common services including stair case/outer lighting at their cost.

IN WITNESS WHEREOF the parties hereto have set their hands and seal on these persons on the month and year first mentioned above.

Signed sealed and delivered by

THE SECOND PARTY in the presence Of

WITNESSES

1.

Tapan Choudhary
Sonapur
KOL-150

2. Piyaali Mukherjee
Alipore

Drafted By:

Piyali Mukherjee

PIYALI MUKHERJEE
ADVOCATE
F/NO-832/672/2011
ALIPORE POLICE COURT

Type by Me:-

[Handwritten signature]

1. Ratan Keem Ansh,
2. Yom Choh
3. Dev Kr Yajee,
4. Tapan Mukherjee

OWNERS/FIRST PARTY

MKR NIRMAN PVT. LTD.

Ratan Keem Ansh,
Director

MKR NIRMAN PVT. LTD.

Yom Choh
Director

DEVELOPER/SECOND PART

MEMO OF CONSIDERATION

Received a sum of Rs.1,00,000/- (Rupees one Lakh) only from the Developer named above towards Forfeit amount in the following manner :-

From- M K R NIRMAN PVT. LTD.

Cheque No.	Date	Bank / Branch	Amount (Rs.)
373858	29/07/2019	Axis, garia	25,000/-
373859	29/07/2019	Axis, garia	25,000/-
373860	29/07/2019	Axis, garia	25,000/-
373861	29/07/2019	Axis, garia	25,000/-
Total Rs.			1,00,000.00 (Rupees One Lakh) Only

SAID PROPERTY: shall always mean **ALL THAT** piece and parcel of land measuring as per deed **55.61 decimal. (1 bigha 13 katha 10 chitak 16 sq.ft.)** more or less lying and situated at Mouza – Rajpur, Touzi No. 251, J.L. No. 55, R.S. Dag Nos. 907, 908 and 906, R.S. Khatian Nos. 1256 and 1255, of Ward No 16, Holding No. 190, Pulin Behari Basu Sarani under P.S :- Sonarpur under the jurisdiction of Rajpur Sonarpur Municipality within Sub –Registration office at Sonarpur in the District South 24 Parganas, Kolkata -700149.

WITNESSES

1) *Tapanbando
Sonarpur
Cell - 150*

1. *Ratan Kumar Ghosh*
2. *Mom Ghosh*
3. *Dr. K. S. Ghosh*
4. *Zopari Mukherjee*

2) *Siyali Mukherjee
Alipore*

SIGNATURE OF THE OWNERS



Left

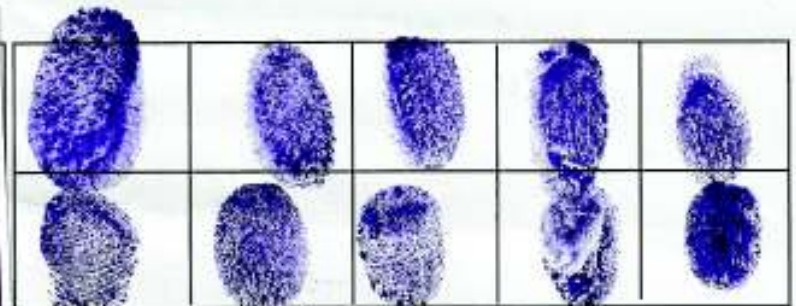
Right

NAME :

SIGNATURE :

RATAN KUMAR ~~Ratan~~ GHOSH

Ratan Kumar Ghosh



Left

Right

NAME :

SIGNATURE :

MOM GHOSH

Mom Ghosh



Left

Right

NAME :

SIGNATURE :

DEB KUMAR MUKHERJEE

Dev Kumar Mukherjee



Left

Right

NAME :

SIGNATURE :

TAPASI MUKHERJEE

Tapasi Mukherjee



Left

Right

NAME : RATAN KUMAR GHOSH

SIGNATURE : MKR NIRMAN PVT. LTD.
Ratan Kumar Ghosh,
Director;



Left

Right

NAME : MOM GHOSH

SIGNATURE : MKR NIRMAN PVT. LTD.
Mom Ghosh
Director;

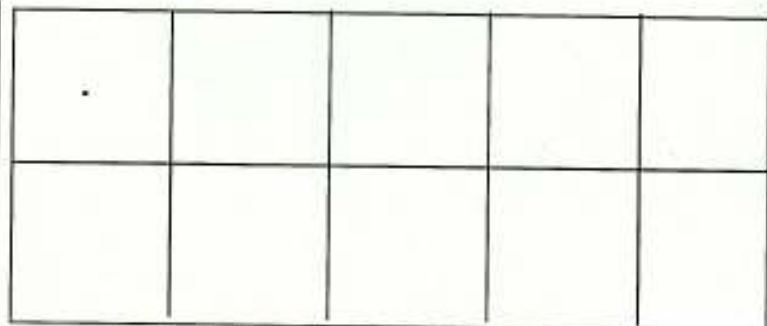


Left

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NAME :

SIGNATURE :



Left

Right

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

19-201920-005037900-1

Payment Mode Online Payment

Date: 29/07/2019 19:31:33

Bank : HDFC Bank

: 862864928

BRN Date: 29/07/2019 19:33:56

DEPOSITOR'S DETAILS

Id No. : 16080001229218/5/2019

[Query No./Query Year]

Name : Ratan kumar Ghosh

Contact No. :

Mobile No. : +91 9830297992

E-mail :

Address : 18 Baishnabghata road KOI 47

Applicant Name : Mr Ratan Kumar Ghosh

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16080001229218/5/2019	Property Registration- Stamp duty	0030-02-103-003-02	40030
2	16080001229218/5/2019	Property Registration- Registration Fees	0030-03-104-001-16	1028

In Words : Rupees Forty One Thousand Fifty Eight only

Total

41058



MKR NIRMAN PVT. .

Director;

MKR NIRMAN PVT. LTD.

Ratan Keshav Ahuja
Director;

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

DEB KUMAR MUKHERJEE
BATOKRISHNA MUKHERJEE

11/02/1944
Permanent Account Number
AJSRM6001F

Deb K. Mukherjee
Signature



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AENPG2792L



नाम /NAME
MOM GHOSH

पिता का नाम /FATHER'S NAME
DEB KUMAR MIKHERJEE

जन्म तिथि /DATE OF BIRTH
04-11-1974

हस्ताक्षर /SIGNATURE

Mom Ghosh
(Hastakshar)

आसकर संख्या, प.अ.-111

COMMISSIONER OF INCOME-TAX, W.B. - III

Mom Ghosh

Permanent Account Number Card

PERMANENT ACCOUNT NUMBER
ADZPG2916K

NAME
RATAN KUMAR GHOSH

FATHER'S NAME
HARAN CHANDRA GHOSH

DATE OF BIRTH
03-02-1966

SIGNATURE
Ratan Kumar Ghosh

COMMISSIONER OF INCOME TAX, W.B. - XI



Ratan Kumar Ghosh

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

इसकायी लेखा संख्या कार्ड
Permanent Account Number Card

AJPPM9100P

नाम/Name
TAPASI MUKHERJEE

पिता का नाम/ Father's Name
BHAIKAB CHANDRA BANERJEE

जन्म की तारीख/ Date of Birth
07/03/1958

हस्ताक्षर/ Signature



2302017

Tapasi Mukherjee

ID: SC20120415336 Issue Dt: 27/11/2012
 Name: TAYAS PAUDA
 S/O of: HARENWA NATH PAUDA
 Blood Gr. G B.O.B: 17/07/1980
 Address: JALORE MANSION 1 JYVAI PUDA
 JALORE DISTRICT INCLUDING NORTH IN KARNATAKA
 State
 Authorized to Drive Throughput India
 N.Y. 1807/0130 00190 27/11/2012
 Trans
 Age No: 800073
 Pres Date: 20/02/2013



Holder's sign
 L. Authority
 South 24 PDS.

Major Information of the Deed

Deed No :	I-1608-04278/2019	Date of Registration	30/07/2019
Query No / Year	1608-0001229218/2019	Office where deed is registered	
Query Date	29/07/2019 4:49:43 PM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	Ratan Kumar Ghosh 18, Baishnabghata Road, Thana : Jadavpur, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9830297992, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 3], [4306] Other than Immovable Property, Sale [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 2,27,65,408/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 45,030/- (Article:48(g))	Rs. 1,028/- (Article:E, E, A(1))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		










Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: PULIN BEHARI BASU SARANI, Mouza: Rajpur, , Ward No: 16, Holding No:190 JI No: 55, Pin Code : 700149

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-907	RS-1256	Bastu	Bastu	24 Katha 12 Chatak 42 Sq Ft	1/-	1,67,82,324/-	Width of Approach Road: 21 Ft., Adjacent to Metal Road,
L2	RS-908	RS-1256	Bastu	Bastu	7 Katha 4 Chatak 8 Sq Ft	1/-	49,11,992/-	Width of Approach Road: 21 Ft., Adjacent to Metal Road,
L3	RS-906	RS-1255	Bastu	Bastu	1 Katha 9 Chatak 15 Sq Ft	1/-	10,71,092/-	Width of Approach Road: 21 Ft., Adjacent to Metal Road,
TOTAL :					55.5271Dec	3 /-	227,65,408 /-	
Grand Total :					55.5271Dec	3 /-	227,65,408 /-	

ord Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Mr Ratan Kumar Ghosh (Presentant) Son of Late Haran Chandra Ghosh Executed by: Self, Date of Execution: 30/07/2019 , Admitted by: Self, Date of Admission: 30/07/2019 ,Place : Office	 30/07/2019	 LTI 30/07/2019	 30/07/2019
18, Baishnabghata Road, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal India, PIN - 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADZPG2916K, Status :Individual, Executed by: Self, Date of Execution: 30/07/2019 , Admitted by: Self, Date of Admission: 30/07/2019 ,Place : Office			
2 Mrs Mom Ghosh Wife of Mr Ratan Kumar Ghosh Executed by: Self, Date of Execution: 30/07/2019 , Admitted by: Self, Date of Admission: 30/07/2019 ,Place : Office	 30/07/2019	 LTI 30/07/2019	 30/07/2019
18, Baishnabghata Road, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal India, PIN - 700047 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AENPG2792L, Status :Individual, Executed by: Self, Date of Execution: 30/07/2019 , Admitted by: Self, Date of Admission: 30/07/2019 ,Place : Office			
3 Mr Deb Kumar Mukherjee Son of Late Batakrishna Mukherjee Executed by: Self, Date of Execution: 30/07/2019 , Admitted by: Self, Date of Admission: 30/07/2019 ,Place : Office	 30/07/2019	 LTI 30/07/2019	 30/07/2019
12, Baishnabghata Road, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal India, PIN - 700047 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AISPM6001F, Status :Individual, Executed by: Self, Date of Execution: 30/07/2019 , Admitted by: Self, Date of Admission: 30/07/2019 ,Place : Office			



















Name	Photo	Finger Print	Signature
Tapani Mukherjee Debkumar Mukherjee Executed by: Self, Date of Execution: 30/07/2019 Admitted by: Self, Date of Admission: 30/07/2019, Place of Admission: Office			
30/07/2019	LTI 30/07/2019	30/07/2019	

12, Baishnabghata Road, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJPPM9100P, Status :Individual, Executed by: Self, Date of Execution: 30/07/2019 , Admitted by: Self, Date of Admission: 30/07/2019 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MKR Nirman Private Limited 18, Baishnabghata Road, P.O- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047 , PAN No.:: AAICM8346A, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature															
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Ratan Kumar Ghosh Son of Late Haran Chandra Ghosh Date of Execution - 30/07/2019, , Admitted by: Self, Date of Admission: 30/07/2019, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Jul 30 2019 1:03PM</td> <td>LTI 30/07/2019</td> <td>30/07/2019</td> <td></td> </tr> </tbody> </table> <p>18, Baishnabghata Road, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADZPG2916K Status : Representative, Representative of : MKR Nirman Private Limited (as director)</p>	Name	Photo	Finger Print	Signature	Mr Ratan Kumar Ghosh Son of Late Haran Chandra Ghosh Date of Execution - 30/07/2019, , Admitted by: Self, Date of Admission: 30/07/2019, Place of Admission of Execution: Office				Jul 30 2019 1:03PM	LTI 30/07/2019	30/07/2019				
Name	Photo	Finger Print	Signature													
Mr Ratan Kumar Ghosh Son of Late Haran Chandra Ghosh Date of Execution - 30/07/2019, , Admitted by: Self, Date of Admission: 30/07/2019, Place of Admission of Execution: Office																
Jul 30 2019 1:03PM	LTI 30/07/2019	30/07/2019														
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mrs Mom Ghosh Wife of Mr Ratan Kumar Ghosh Date of Execution - 30/07/2019, , Admitted by: Self, Date of Admission: 30/07/2019, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Jul 30 2019 1:04PM</td> <td>LTI 30/07/2019</td> <td>30/07/2019</td> <td></td> </tr> </tbody> </table> <p>18, Baishnabghata Road, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AENPG2792L Status : Representative, Representative of : MKR Nirman Private Limited (as director)</p>	Name	Photo	Finger Print	Signature	Mrs Mom Ghosh Wife of Mr Ratan Kumar Ghosh Date of Execution - 30/07/2019, , Admitted by: Self, Date of Admission: 30/07/2019, Place of Admission of Execution: Office				Jul 30 2019 1:04PM	LTI 30/07/2019	30/07/2019				
Name	Photo	Finger Print	Signature													
Mrs Mom Ghosh Wife of Mr Ratan Kumar Ghosh Date of Execution - 30/07/2019, , Admitted by: Self, Date of Admission: 30/07/2019, Place of Admission of Execution: Office																
Jul 30 2019 1:04PM	LTI 30/07/2019	30/07/2019														

Details :

Name	Photo	Finger Print	Signature
Panda Panda P.O. - Sonarpur, P.S. - Sonarpur, South 24-Parganas, West Bengal, PIN - 700150			
	30/07/2019	30/07/2019	30/07/2019
Endorser Of Mr Ratan Kumar Ghosh, Mrs Mom Ghosh, Mr Debkumar Mukherjee, Mrs Tapasi Mukherjee, Mr Ratan Kumar Ghosh, Mrs Mom Ghosh			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Ratan Kumar Ghosh	MKR Nirman Private Limited-10.2334 Dec
2	Mrs Mom Ghosh	MKR Nirman Private Limited-10.2334 Dec
3	Mr Debkumar Mukherjee	MKR Nirman Private Limited-10.2334 Dec
4	Mrs Tapasi Mukherjee	MKR Nirman Private Limited-10.2334 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Ratan Kumar Ghosh	MKR Nirman Private Limited-2.99521 Dec
2	Mrs Mom Ghosh	MKR Nirman Private Limited-2.99521 Dec
3	Mr Debkumar Mukherjee	MKR Nirman Private Limited-2.99521 Dec
4	Mrs Tapasi Mukherjee	MKR Nirman Private Limited-2.99521 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr Ratan Kumar Ghosh	MKR Nirman Private Limited-0.653125 Dec
2	Mrs Mom Ghosh	MKR Nirman Private Limited-0.653125 Dec
3	Mr Debkumar Mukherjee	MKR Nirman Private Limited-0.653125 Dec
4	Mrs Tapasi Mukherjee	MKR Nirman Private Limited-0.653125 Dec

Endorsement For Deed Number : I - 160804278 / 2019

30-07-2019

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 227,65,408/-



Barun Kumar Bhunia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
South 24-Parganas, West Bengal

On 30-07-2019

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

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

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

Presented for registration at 12:28 hrs on 30-07-2019, at the Office of the A.D.S.R. SONARPUR by Mr Ratan Kumar Ghosh, one of the Executants.

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

Execution is admitted on 30/07/2019 by 1. Mr Ratan Kumar Ghosh, Son of Late Haran Chandra Ghosh, 18, Baishnabghata Road, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business, 2. Mrs Mom Ghosh, Wife of Mr Ratan Kumar Ghosh, 18, Baishnabghata Road, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business, 3. Mr Debkumar Mukherjee, Son of Late Batakrishna Mukherjee, 12, Baishnabghata Road, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business, 4. Mrs Tapasi Mukherjee, Wife of Mr Debkumar Mukherjee, 12, Baishnabghata Road, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business

Identified by Mr Tapas Panda, , Son of Mr H Panda, Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Business

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

Execution is admitted on 30-07-2019 by Mr Ratan Kumar Ghosh, director, MKR Nirman Private Limited, 18, Baishnabghata Road, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047

Identified by Mr Tapas Panda, , Son of Mr H Panda, Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Business

Execution is admitted on 30-07-2019 by Mrs Mom Ghosh, director, MKR Nirman Private Limited, 18, Baishnabghata Road, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047

Identified by Mr Tapas Panda, , Son of Mr H Panda, Sonarpur, P.O: Sonarpur, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700150, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,028/- (A(1) = Rs 1,000/- , E = Rs 28/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,028/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/07/2019 7:33PM with Govt. Ref. No: 192019200050379001 on 29-07-2019, Amount Rs: 1,028/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 862864928 on 29-07-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

certified that required Stamp Duty payable for this document is Rs. 45,030/- and Stamp Duty paid by Stamp Rs 5,000/-
Duty online = Rs 40,030/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2686, Amount: Rs.5,000/-, Date of Purchase: 29/07/2019, Vendor name: Sankar Kumar Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/07/2019 7:33PM with Govt. Ref. No: 192019200050379001 on 29-07-2019, Amount Rs: 40,030/-, Bank:
HDFC Bank (HDFC0000014), Ref. No. 862864928 on 29-07-2019, Head of Account 0030-02-103-003-02



Barun Kumar Bhunia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1608-2019, Page from 108467 to 108514
being No 160804278 for the year 2019.



Barun Kumar Bhunia

Digitally signed by BARUN KUMAR
BHUNIA
Date: 2019.08.02 13:50:02 +05:30
Reason: Digital Signing of Deed.

(Barun Kumar Bhunia) 02-08-2019 13:48:59
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
West Bengal.

(This document is digitally signed.)