

14398

D-13745/18



13/12/18 पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

318861/18

AA 038262

Certified that the document is admitted to registration. The original document/sheet/sheets & the endorsement document/sheet/sheets attached with this document are the part of this document.

*[Signature]*  
Additional District Sub-Registrar  
Kolkata, New Town, North 24 Parganas

13 DEC 2018

DEVELOPMENT AGREEMENT

1. Date: 12<sup>th</sup> December, 2018
2. Place: Kolkata
3. Parties
  - 3.1 **Neha Griha Nirman Company**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157, [PAN AAKFN7570L] represented by its Partners, namely (1) **Sk. Nasir**, [PAN ADSPN1335N] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L] wife of Sk. Nasir, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata 700157.

নম্বর : 1419

সন ও তারিখ : 10/12/18

ফ্রেডার নাম : A Day Achy

ঠিকানা : High Court Calcutta

স্থান : Kolkata

ডেডাল : *[Signature]*  
মালিকানা কোর্ট

জেলা : উত্তর ২৪ পরগণা

পরিদে তারিখ : 05 NOV 2018

মোট টাকার পরিমাণ : ২০,০০০০০

শ্রেণী : প্রথম শ্রেণী

ডেডাল : শ্রী সত্যজিৎ বোস



Additional District Sub-Registrar  
Barrack, New Town, North 24 Parganas

13 DEC 2018

- 3.2 **R B Home Maker and Co.**, a partnership firm having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157, [PAN AAQFR6772G] represented by its Partners, namely (1) **Sk. Nasir**, [PAN ADSPN1335N] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L] wife of Sk. Nasir, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata 700157.
- 3.3 **Neha Homes & Co.**, a partnership firm, having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157, [PAN AAKFN7569F] represented by its Partners, namely (1) **Sk. Nasir**, [PAN ADSPN1335N] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L] wife of Sk. Nasir, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata 700157.
- 3.4 **N R Constructions Company**, a partnership firm, having its office at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata-700157, [PAN AAKFN7573K] represented by its Partners, namely (1) **Sk. Nasir**, [PAN ADSPN1335N] son of Late Sk. Rashid, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata 700157 and (2) **Rupsa Bibi**, [PAN AJLPB0681L] wife of Sk. Nasir, by faith Muslim, by occupation Business, residing at Hatiara Paschimpara, Post Office Hatiara, Police Station Newtown, Kolkata 700157.  
(collectively **Owners**, includes successor-in-interest and assigns)

**And**

- 3.5 **Signature Vanijya Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AAPCS1007F], represented by its directors, namely (1) **Shishir Gupta**, [PAN AIHPG6508N] son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 and (2) **Sk Nasir**, [PAN ADSPN1335N] son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157.  
(**Developer**, includes successor-in-interest and assigns).

Owners and Developer individually **Party** and collectively **Parties**.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**



Additional District Sub-Registrar  
Market, New Town, North 24 Parganas

13 DEC 2018

#### 4. Subject Matter of Agreement

- 4.1 **Development of Said Property:** Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of land measuring 16 (sixteen) cottah 7 (seven) chittack 12 (twelve) square feet, as per purchased deed thereafter physical measurement land area about 16 (sixteen) cottah 4 (four) chittack out of total 56 (fifty six) decimal, comprised in R.S./L.R. Dag No. 1053, recorded in L.R. Khatian Nos. 3248, 3249, 3254 and 3255, Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas, all morefully and collectively described in the 1<sup>st</sup> Schedule below (**Said Property**), by construction of a ready-to-use residential-commercial buildings on the Said Property (**Project**).
- 4.2 **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owners and the Developer in the Project to be constructed on the Said Property.

#### 5. Representations, Warranties and Background

- 5.1 **Owners' Representations:** The Owners have represented and warranted to the Developer as follows:
- 5.1.1 **Ownership of Neha Griha Nirman Company & Another:** By Deed of Conveyance dated 16<sup>th</sup> February, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 1523-2018, at Pages 72702 to 72723, being Deed No. 152301846 for the year 2018, Springfield Projects Private Limited sold conveyed and transferred land measuring 6 (six) cottah 4 (four) chittack 12 (twelve) square feet, more or less, out of total 56 (fifty six) decimal, comprised in R.S./L.R. Dag Nos. 1053, recorded in L.R. Khatian No. 1457, Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas to Neha Griha Nirman Company and R B Home Maker and Co., for the consideration mentioned therein.
- 5.1.2 **Mutation:** Neha Griha Nirman Company and R B Home Maker and Co., mutated their names in the records of Land Revenue Settlement in respect of it's purchased Property, vide L.R. Khatian Nos. 3254 and 3255 and pay the *khazna* regularly.
- 5.1.3 **Ownership of Neha Homes & Co. & Another:** By 2(two) Deed of Conveyance i) dated 16<sup>th</sup> February, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 1523-2018, at Pages 72724 to 72746, being Deed No. 152301845 for the year 2018, Anjana Projects Private Limited sold conveyed and transferred land measuring 7 (seven) cottah 3 (three) chittack, more or less, out of total 56 (fifty six) decimal, comprised in R.S./L.R. Dag Nos. 1053, recorded in L.R. Khatian No. 1564, Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas to Neha Homes & Co. and N. R. Constructions Company **AND** ii) dated 16<sup>th</sup> February, 2018, registered in the Office of the Additional District Sub-Registrar, Rajarhat, in Book No. I, Volume No. 1523-



Additional District Sub-Registrar  
Quakhat, New Town, North 24 Parganas

13 DEC 2016

2018, at Pages 72679 to 72701, being Deed No. 152301847 for the year 2018, Adikaran Fincom Private Limited sold conveyed and transferred land measuring 3 (three) cottah, more or less, out of total 56 (fifty six) decimal, comprised in R.S./L.R. *Dag* Nos. 1053, recorded in L.R. *Khatian* No. 1565, *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas to Neha Homes & Co. and N. R. Constructions Company, for the consideration mentioned therein.

- 5.1.4 **Mutation:** Neha Homes & Co. and N R Constructions Company, mutated their names in the records of Land Revenue Settlement in respect of it's purchased Property, vide L.R. *Khatian* Nos. 3248 and 3249 and pay the *khazna* regularly.
- 5.1.5 **Record of Rights:** In the aforesaid circumstances, Neha Homes & Co., N R Constructions Company, Neha Griha Nirman Company and R B Home Maker and Co., have got their record of right in R.S./L.R. *Dag* Nos. 1053, being total share 0.4796 of land, i.e. land measuring about 26.8576 (twenty six point eight five seven six) decimal equivalent to 16 (sixteen) cottah 4 (four) chittack, more or less, vide L.R. *Khatian* Nos. 3248, 3249, 3254 and 3255, respectively *Mouza* Kalikapur, J.L. No. 40, Police Station Rajarhat, Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram *Panchayat* (PGP), District North 24 Parganas. (collectively Said Property)
- 5.1.6 **Absolute Ownership:** In this statuses, the Owners have become the joint, absolute and undisputed owners of Said Property. The Said Property is the subject matter of this Development Agreement.
- 5.1.7 **Owners have Marketable Title:** The right, title and interest of the Owners in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lispendens*.
- 5.1.8 **Owners to Ensure Continuing Marketability:** The Owners shall ensure that title of the Owners to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.9 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 5.1.10 **No Prejudicial Act:** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.11 **No Acquisition/Requisition:** The Owners declare that the Said Property has not been acquired, required or included in any scheme of acquisition or requisition and the Owners have neither received nor is aware of any notice or order from any Authority or Statutory Body or Government Department for any such acquisition, requisition or scheme.



~~Additional District Sub-Registrar  
Bhagalpur, New Town, North 24 Parganas~~

13 DEC 2018



- 5.1.12 **No Excess Land:** The Said Property does not contain any excess land and the Owners also does not hold any excess land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 5.1.13 **No Encumbrance:** The Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing (including creation of statutory or customary right of easement) whereby the Said Property or any part thereof can or may be impeached, encumbered or affected in title. The Said Property is free from all claims, demands, encumbrances, mortgages, equitable mortgages, charges, liens, attachments, *lis pendens*, uses, trusts, prohibitions, Income Tax attachments, financial institution charges, statutory prohibitions, acquisitions, requisitions, restrictions and liabilities whatsoever or howsoever made or suffered by the Owners and the title of the Owners to the Said Property is good, free, clear, bankable and marketable.
- 5.1.14 **Right, Power and Authority to Develop:** The Owners have good right, full power, absolute authority and indefeasible title to develop, grant, sell, convey, transfer, assign and assure the Said Property.
- 5.1.15 **No Dues:** No revenue, cess, *panchayat* taxes, other taxes, surcharges, impositions, outgoings or levies of any nature whatsoever in respect of the Said Property is due to the Government or any other authority or authorities and no demands, recovery proceedings or Certificate Cases are pending for realization of any dues from the Owners.
- 5.1.16 **No Right of Pre-emption:** No person, entity or authority whosoever have/had/has or ever claimed any right of pre-emption over and in respect of the Said Property or any part thereof.
- 5.1.17 **No Mortgage:** No mortgage or charge has been created by the Owners in respect of the Said Property or any part thereof, whether by deposit of title deeds or otherwise.
- 5.1.18 **No Previous Agreement:** The Owners have ascertained that the Said Property is not the subject matter of any previous agreement, whether oral or in writing, save and except the Said Agreement and the POAs.
- 5.1.19 **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee for securing any financial accommodation.
- 5.1.20 **No Bar by Court Order or Statutory Authority:** There is no order of Court or any other statutory authority prohibiting the Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.1.21 **No Transfer:** The Owners have not created any third party interest of any nature whatsoever and/or has not delegated any of the Owners right either flowing from the Said Agreement or otherwise to any third party in any manner whatsoever.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:



Additional District Sub-Registrar  
Rajshahi, New Town, North 24 Parganas

13 DEC 2018

- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property, *inter alia* by way of construction of the Project on the Said Property.
- 5.2.3 **No Abandonment:** The Developer shall not abandon, delay or neglect the Project of development of the Said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Property.
- 5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.3 **Decision to Develop:** The Owners decided to develop the Said Property. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the new residential cum commercial building/s, i.e. Project.
- 5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superceding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

## 6. Basic Understanding

- 6.1 **Development of Said Property by Construction of Project:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the new buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.
- 6.2 **Nature and Use of Project:** The Project shall be in accordance with architectural plan (**Building Plans**) has been prepared by the Architect/s appointed by the Owners (**Architect**), preferably after discussion with the Owners and taking into consideration their views and suggestions, duly sanctioned by the *Patharghata* Gram Panchayat, *Rajarhat Panchayat Samity*, *Zilla Parishad*, and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential/ commercial buildings with specified areas, amenities and facilities to be enjoyed in common.

## 7. Appointment and Commencement

- 7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the



Additional District Sub-Registrar  
North 24 Parganas, New Town, North 24 Parganas

13 DEC 2018

aforesaid confirmations, the Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.

- 7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.
8. **Sanction and Construction**
- 8.1 **Sanction of Building Plans:** The Owners have obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) all costs and fees for sanctions, permissions, clearances and approvals has paid by the Owners (2) full potential of FAR of the Said Property shall be utilized for construction of the Project (3) the Developer shall be responsible to the same modified /altered/revised/re-validated by the Patharghata Gram Panchayat, Rajarhat Panchayat Samity, Zilla Parishad, NKDA and other statutory authorities concerned with such modification /alteration/revision/re-validation and upon completion of work, to obtain drainage connection, water connection and occupancy certificate from the planning authorities for the Project.
- 8.2 **Architect and Consultants:** The Owners confirms that the Owners have authorized the Developer to appoint the Site Engineer and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.
- 8.3 **Construction of Project:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, erect and complete the Project on the Said Property comprising of new residential buildings and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that subject to Circumstances Of Force Majeure (defined in Clause 24.1 below), the Developer shall complete the entire process of development of the Said Property and construct, erect and complete the Project within a period of 42 (forty two) months from the date of the execution herein or the date of obtaining the commencement certificate of work or other statutory permission from authorities concerned with regard to sanction of Building Plans/Project or from the date of handing over of *khaz*, vacant, peaceful and physical possession of the entirety of the Said Property by the Owners to the Developer, whichever is later (**Completion Time**) and the Completion Date may be extended by a period of 6 (six) months (**Extended Period**), at the option of the Developer.
- 8.5 **Common Portions:** The Developer shall at its own costs install and erect in the New Building common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank,



Additional District Sub-Registrar  
North 24 Parganas, New Town, North 24 Parganas

13 DEC 2010

water pump and motor, water connection, drainage connection, sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the Project (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the new buildings in the Project (**Flats**), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by WBSEDCL and other agencies and the Owners shall also pay the same for the Flats in the Owners' Allocation (defined in Clause 11.1 below). It is clarified that the expression 'Transferees' includes the Owners and the Developer, to the extent of unsold or retained Flats in the Project.

- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage charges.
- 8.8 **Modification:** The Developer shall be entitled to amend or modify the Building Plans, as when required, within the permissible limits and norms of the Planning Authorities.
- 8.9 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all co-operations that may be necessary for successful completion of the Project.
9. **Possession**
- 9.1 **Vacating by Owners:** Simultaneously herewith, the Owners have handed over *khata*, vacant and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.
10. **Powers and Authorities**
- 10.1 **Power of Attorney:** The Owners shall grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them to (1) mortgage the proportionate portion of the undivided land share in the Said Property for the purpose of obtaining housing loan for intending buyer without causing liability to the owners, (2) sanction/revalidate /modify/alter the Building Plans by the Planning Authorities, (3) obtain all necessary permissions from different authorities in connection with construction of the Project and for doing all things needful for development of the Said Property by construction of new residential-commercial



Additional District Sub-Registrar  
New Town, North 24 Parganas

13 DEC 2018



building/s (4) construction of the Project and (5) booking and sale of the Developer's Allocation (defined in Clause 12.1 below).

- 10.2 **Amalgamation and Extension of Project:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertakes that the Owners shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots for extension of the Project and use of Common Portions.
- 10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertakes that the Owners shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

#### 11. Owner's Allocation

- 11.1 **Owners' Allocation:** The Owners shall be entitled to (1) 25% (twenty five percent) of the construction area (as per the Building Plans) against the Said Property in the New Buildings. The Parties have agreed that the Developer shall allot respective allocations to the Owner of the New Buildings (the details of such demarcation shall be recorded in a separate instrument) after obtaining sanction plan and in the event full allotment is not made out then the balance area of allotment shall be adjusted against monetary consideration (2) undivided 25% (twenty five percent) share, against the construction FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings including the area for access to Common Portions (3) undivided 25% (twenty five percent) share, against the total number of car parking units, as per the sanctioned Building Plans, in the ground floor/ground level of the New Buildings including the area for access to Common Driveways (collectively **Owners' Allocation**). It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible 25% (twenty five percent) share against the Said Property in (1) the Common Portions of the New Buildings and (2) the land contained in the Said Property. The Owners' Allocation shall be heritable and freely transferable.

#### 12. Developer's Allocation

- 12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to (1) remaining 75% (seventy five percent) share of the sanctioned area (as per the Building Plans) against the Said Property in the New Buildings and (2) undivided 75% (seventy five percent) share, against the sanctioned area of the Said Property as per the sanctioned Building Plans, in the roof of the New Buildings including the area for access to Common Portions (3) undivided 75% (seventy five percent) share, against the total number of car parking units, as per the sanctioned Building Plans, in the ground floor/ground level of the New Buildings including the area for access to Common Driveways (collectively **Developer's Allocation**). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible undivided 75% (seventy five percent) share of the sanctioned area (as per the Building Plans) against the Said Property in (1) the Common Portions of the New Buildings and (2) the land contained in the Said Property.



Additional District Sub-Registrar  
Meerut, New Town, North 24 Parganas

13 DEC 2018

### 13. Dealing with Respective Allocations

- 13.1 **Demarcation of Respective Allocations:** The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.
- 13.2 **Owners' Allocation:** The Owners shall be entitled to the Owners' Allocation with right to transfer or otherwise deal with the same in any manner the Owners deems appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owners' Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.
- 13.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 13.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners and meeting other obligations towards the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.1 above.
- 13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 13.6 **Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.
- ### 14. Panchayat Taxes and Outgoings
- 14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All *Panchayat* rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property relating to the period prior to the date of sanction of the Building Plans shall be the liability of the Owners and the same shall be borne, paid and discharged by the



Additional District Sub-Registrar  
Market, New Town, North 24 Parganas

13 DEC 2018

Owners as and when called upon by the Developer, without raising any objection thereto.

- 14.2 **Relating to Period After Sanction of Building Plans:** As from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Property and from the Possession Date (defined in Clause 15.2 below), the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Building.

15. **Possession and Post Completion Maintenance**

- 15.1 **Possession of Owners' Allocation:** Within 36 (thirty six) months or after the Developer obtaining Occupancy Certificate of the Project, the Owners shall take possession of the Owners' Allocation and if the Owners do not take such possession, it shall be deemed that the Developer has delivered possession to the Owners.

- 15.2 **Possession Date and Rates:** On and from such date of the Owners taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.

- 15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.

- 15.4 **Maintenance:** The Developer shall frame a scheme for the management and administration of the Project. The Owners hereby agrees to abide by all the rules and regulations to be so framed by the Developer for the management and administration of the Project.

- 15.5 **Maintenance Charge:** The Transferees and the Owners shall manage and maintain the Common Portions and services of the Project [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the new buildings in the Project, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the Project.

16. **Common Restrictions**

- 16.1 **Applicable to Both:** The Owners' Allocation and the Developer's Allocation in the Project shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the Project.



Additional District Sub-Registrar  
New Town, North 24 Parganas

13 DEC 2018

- 17. Obligations of Developer**
- 17.1 Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time.
- 17.2 Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Flats ready-for-use and with Occupancy Certificate from competent Authorities.
- 17.3 Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 17.4 Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the Project with the help of the Architect, professional bodies, contractors, etc.
- 17.5 Specifications:** The Developer shall construct the Project as per the specifications given the 2<sup>nd</sup> Schedule below (Specifications).
- 17.6 Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.
- 17.7 Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the Project at its own cost and responsibility and shall be responsible for construction defects for a period of 1 (one) year from the date of completion, in accordance with the Promoters Act. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8 Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, GST, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.9 Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell. The expenses to be incurred for



*Additional District Sub-Registrar  
New Town, North 24 Parganas*

13 DEC 2018



obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.

- 17.10 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any provision of law, regulation or rule applicable to construction of the Project.
- 17.11 **No Obstruction in Dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.
18. **Obligations of Owners**
- 18.1 **Co-operation with Developer:** The Owners undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Documentation and Information:** The Owners undertakes to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- 18.3 **No Obstruction in Dealing with Developer's Functions:** The Owners covenants not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.4 **No Dealing with Said Property:** The Owners covenants not to let out, grant lease, mortgage and/or charge the Said Property or any portions thereof save in the manner envisaged by this Agreement.
- 18.5 **No Obstruction in Extension of Project:** The Owners covenants not to cause any interference or hindrance if the Developer purchases and/or enter into any Joint Venture Agreement with the owner/s of any adjacent plot/s to extent the Project. Further the Owners confirm, assures, undertakes and guarantees that the Owners shall have no objection of any nature whatsoever and shall also not ask for any additional consideration in the event of any such extension or amalgamation.
19. **Indemnity**
- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the Project and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.



Additional District Sub-Registrar  
New Town, North 24 Parganas

13 DEC 2018

- 19.2 **By the Owners:** The Owners hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.

## 20. Corporate Warranties

- 20.1 **By Developer:** The Developer warrants to the Owners that:

- 20.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.
- 20.1.2 **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.
- 20.1.3 **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

## 21. Limitation of Liability

- 21.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owners shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

## 22. Miscellaneous

- 22.1 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 22.2 **Transaction Documentation:** Developer's Advocate (Legal Advisor), who have drawn this Development Agreement and shall draw all further documents pertaining to the future transaction of the Project.
- 22.3 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 22.4 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.



Additional District Sub-Registrar  
New Town, North 24 Parganas

13 DEC 2018

- 22.5 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.6 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the Project by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.
- 22.7 **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 22.8 **Name of New Building:** The name of the Project shall be decided by the both Parties only.
- 22.9 **Charge on the Said Property:** All amounts paid by the Developer to the Owners shall remain a charge on the Said Property till completion of the Project. Simultaneously with the signing of this Agreement, the Developer's unfettered rights shall also be vested upon the Said Property till final handover of the propose Project.
23. **Defaults**
- 23.1 **No Cancellation:** The Owners can not terminate this Agreement or rescind this contract.
24. **Force Majeure**
- 24.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation,



Additional District Sub-Registrar  
New Town, North 24 Parganas

13 DEC 2018

attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and (14) abnormal rise in cost of construction inputs and scarcity/short supply thereof (collectively **Circumstances Of Force Majeure**).

- 24.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances Of Force Majeure.

**25. Entire Agreement**

- 25.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written.

**26. Counterpart**

- 26.1 **Original:** This Agreement is being executed and the original of this Agreement shall be retained by the Developer only and the certified copy of this shall be retained by the Owners.

**27. Severance**

- 27.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

**28. Amendment/Modification**

- 28.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

**29. Notice**

- 29.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned



Additional District Sub-Registrar  
New Town, North 24 Parganas

13 DEC 2018



addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4<sup>th</sup> day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Owners.

### 30. Arbitration

- 30.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal, under the Arbitration and Conciliation Act, 1996, consist of such person as be decided/nominated by both Parties Advocate/s. The place of arbitration shall be Kolkata only and the language of the arbitration shall be English. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

### 31. Jurisdiction

- 31.1 **High Court and District Court:** In connection with the aforesaid arbitration proceeding, only the High Court at Calcutta and the District Judge, North 24 Parganas shall have jurisdiction to entertain and try all actions and proceedings.

#### 1<sup>st</sup> Schedule (Said Property)

Land measuring **16 (sixteen) cottah 7 (seven) chittack 12 (twelve)** square feet, as per purchased deed, thereafter physical measurement land area about 16 (sixteen) cottah 4 (four) chittack out of total 56 (fifty six) decimal, comprised in **R.S./L.R. Dag No. 1053**, recorded in **L.R. Khatian Nos. 3248, 3249, 3254 and 3255, Mouza Kalikapur**, J.L. No. 40, Police Station **Rajarhat**, Additional District Sub-Registrar Office **Rajarhat**, within **Patharghata Gram Panchayat (PGP)**, District North 24 Parganas, more or less, and butted and bounded of said property as follows :

#### Butted and bounded

On the North	:	By RS/LR Dag Nos. 1052 and 1050
On the East	:	By RS/LR Dag No. 1053 (Others land)
On the South	:	By 30 feet wide 211B Bus Road.
On the West	:	By RS/LR Dag No. 1053 (Others' Project)

**Together with** all title, benefits, easements, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof.



Additional District Sub-Registrar  
Kolkata, West Bengal, North 24 Parganas

13 DEC 2018

**Summary of the Said Property**  
(as per record of right)

Mouza Kalikapur				Police Station Rajarhat		
Sl. No.	R.S/L.R Dag No.	Total Area (in dec.)	L.R. Khatian No.	Recorded Share under said Dag	Land Area Owned (decimal)	Recorded Owners
1	1053	56	3248	0.1473	8.2488	Neha Homes & Co.
2	1053	56	3249	0.1473	8.2488	N R Constructions Company
3	1053	56	3254	0.0925	5.1800	Neha Griha Nirman Company
4	1053	56	3255	0.0925	5.1800	R B Home Maker and Co.
<b>Said Property (Total)</b>				<b>0.4796</b>	<b>26.8576</b> <b>Decimal</b>	

**2<sup>nd</sup> Schedule**  
(Specifications)

<b>Brick Work</b>	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 <sup>st</sup> class bricks. Partition Walls: 5 inch thick with cement mortar in proportion (1:4) by using 1 <sup>st</sup> class bricks, providing wire mesh as required for 3 inch wall.
<b>Plaster</b>	Wall Plaster- outside surface 12-18 mm thick (1:6 cement mortar), inside surface 12 mm thick (1:6 cement mortar)  Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
<b>Floor Of Rooms And Toilets</b>	As per specification of the Developer, vitrified tiles, flooring in all the rooms, kitchen, verandah etc. will be provided and marble or anti-skid tiles flooring in all toilets.
<b>Toilet Walls</b>	Upto 6'-6" finished with light coloured ceramic tiles.
<b>Doors</b>	Door frames will be made of good quality wood. Hot pressed flush door will be provided. Hatch bolt/Aldrop/Mortise lock in the door for each room and night latch for the main door of the flat will be provided.



Additional District Sub-Registrar  
New Town, North 24 Parganas

11 3 DEC 2018

<b>Windows</b>	Fully Aluminium windows with glass fittings and standard handle.
<b>Sanitary Fittings In Toilets</b>	The following will be provided: a) Tap arrangements. b) White/light coloured wash basin made of porcelain (common toilet). c) White/light coloured European type water closet made of porcelain. d) Water pipe line. e) Hot and cold water line (common toilet). f) Provision for installation of geysers (common toilet). g) Provision for installation of exhaust fan (common toilet).
<b>Kitchen</b>	Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles upto a height of 2' feet above the cooking platform.
<b>Electrical Points And Fittings</b>	Concealed P.V.C. conduits, with good quality copper wire will be provided. Number of points will be decided later. Calling bell point at the main door of the flat will be provided.
<b>Painting And Finishing</b>	Outside face of external walls will be finished with good quality cement paint/ exterior walls paint. Internal face of the walls will be finished with good quality putty.



Additional District Sub-Registrar  
Quarter, New Town, North 24 Parganas

13 DEC 2018

## 32. Execution and Delivery

32.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

NEHA GRIHA NIRMAN COMPANY  
*Sh Nali*  
 RUPSA BiBi  
 Partner

\_\_\_\_\_  
 Neha Griha Nirman Company

R. B. HOMEMAKER & CO.  
*Sh Nali*  
 RUPSA BiBi  
 Partner

\_\_\_\_\_  
 R B Home Maker and Co.

NEHA HOMES & CO.  
*Sh Nali*  
 RUPSA BiBi  
 Partner

\_\_\_\_\_  
 Neha Homes & Co.

N. R. CONSTRUCTIONS COMPANY  
*Sh Nali*  
 RUPSA BiBi  
 Partner

\_\_\_\_\_  
 N R Constructions Company

[Owners]

SIGNATURE VANIJA PRIVATE LIMITED

*Sh Nali*  
*S. Kishor*  
 Director

Director

\_\_\_\_\_  
 (Signature Vanija Private Limited)  
 [Developer]

## Witnesses:

Signature *Subrata Debnath*

Name SUBRATA DEBNATH

Father's Name *Samir Debnath*

Address *Teghoria Main*  
*Road, 101-1700157.*

Signature *Mintu Paul*

Name Mintu Paul

Father's Name *S.C. Paul*

Address *Teghoria Main Rd*  
*Kolkata - 700157*

*Ayusman Dey.*  
 Ayusman Dey  
 Advocate  
 High Court Calcutta  
 Enrolment No. F/946/763/2012



Additional District Sub-Registrar  
New Town, North 24 Parganas

13 DEC 2018



SITE PLAN OF R.S./L.R. DAG. NO.- 1053 , KHATIAN NOS : 3248,3249,3254,3255, AT MOUZA - KALIKAPUR, J. L. NO.-40, P.S.- RAJARHAT. DIST.- NORTH 24 PARGANAS. UNDER PATHARGHATA GRAM PANCHAYET.

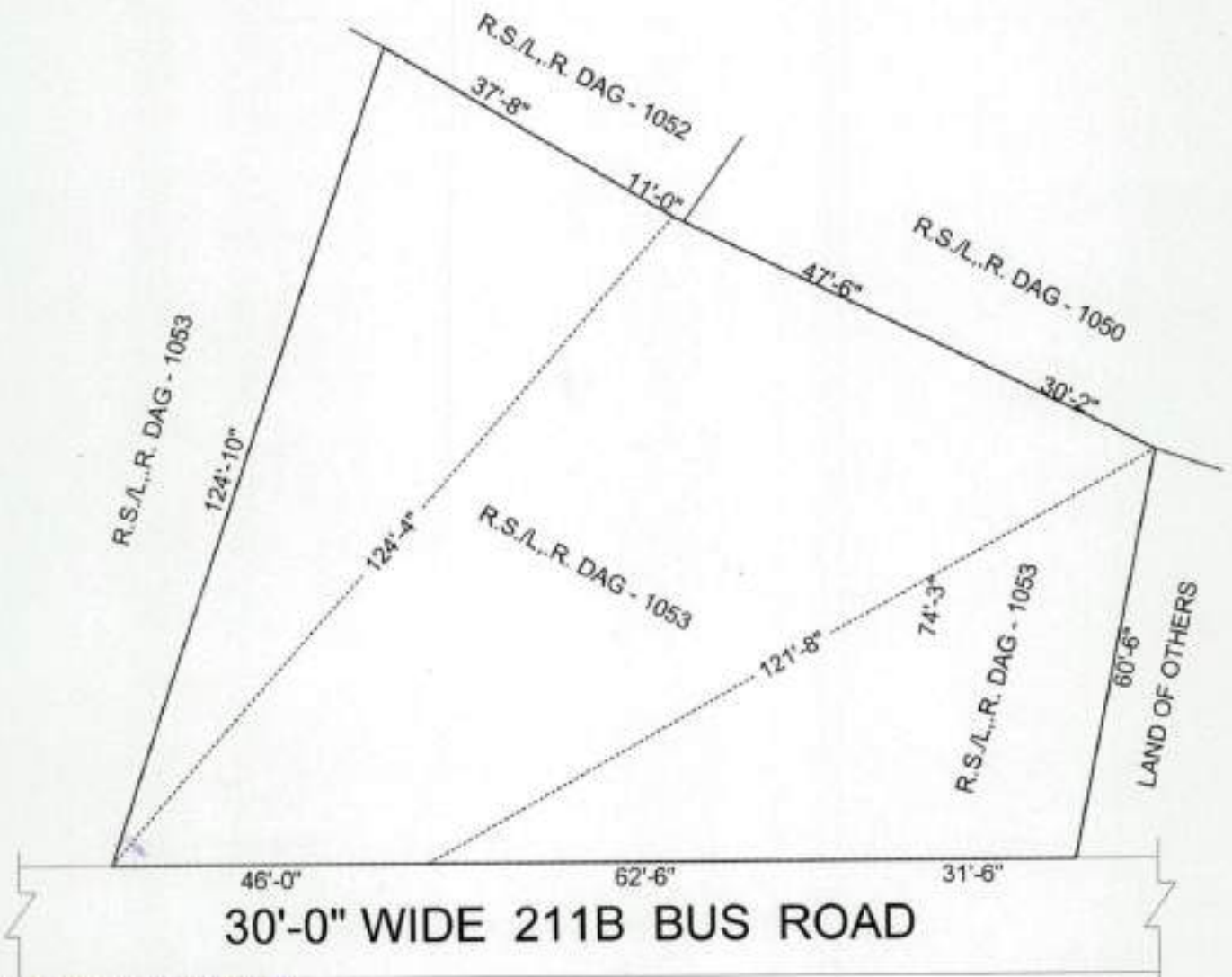
SCALE: N.T.S.



AREA STATEMENT:

AREA OF LAND : 16 K-7 CH-12 SFT (1100.613 SQM) (AS PER DEED)

AREA OF LAND : 16 K-4 CH-00 SFT (1086.957 SQM) (AS PER PHYSICAL MEASURE)



NEHA GRIHA NIRMAN COMPANY

RUPSA & BIBI

ShNoli Partner

R. B. HOMEMAKER & CO.,

ShNoli

RUPSA & BIBI  
Partner

NEHA HOMES & CO. N. R. CONSTRUCTIONS COMPANY

ShNoli

RUPSA & BIBI  
Partner

ShNoli

RUPSA & BIBI  
Partner

Signature Vanija (P) Ltd.

ShNoli for  
Director

SIGNATURE OF OWNER

SIGNATURE OF DEVELOPER



Additional District Sub-Registrar  
Market, New Town, North 24 Parganas

13 DEC 2018

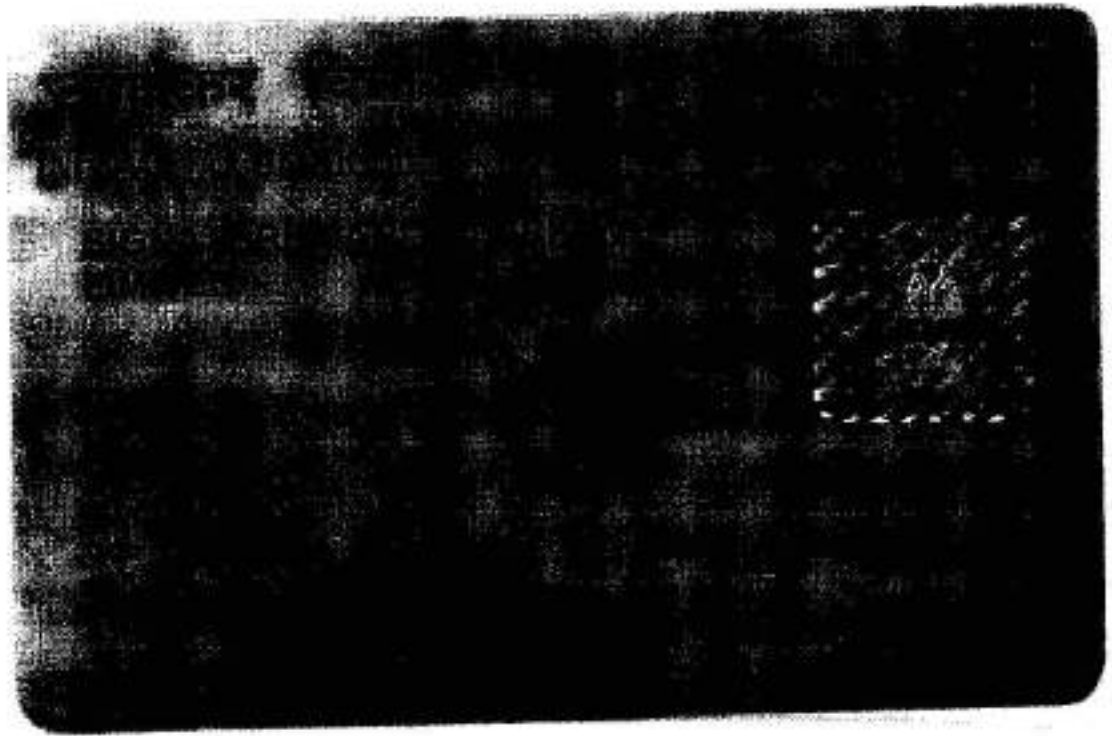
## SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or Presentants	[Signature]				
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



Additional District Sub-Registrar  
Madhinet, New Town, North 24 Parganas

13 DEC 2018

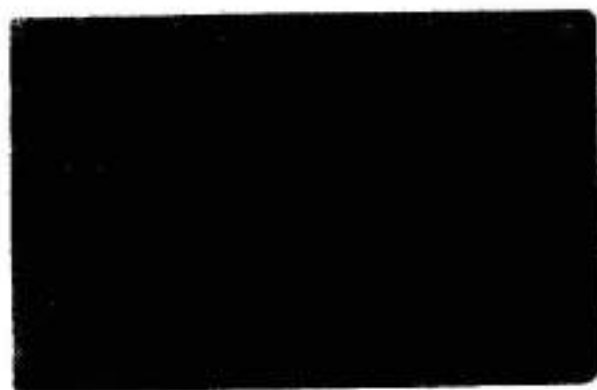


















Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-201819-031645434-1 Payment Mode Online Payment  
GRN Date: 12/12/2018 15:50:04 Bank : AXIS Bank  
BRN : 9731517 BRN Date: 12/12/2018 15:51:54

DEPOSITOR'S DETAILS

Id No. : 15231000318861/3/2018  
(Query No./Query Year)

Name : SIGNATURE VANIJYA PVT LTD  
Contact No. : 09051016331 Mobile No. : +91 9051033251  
E-mail : realtechnirman@gmail.com  
Address : T68 TEGHARIA MAIN ROADkolkata700157  
Applicant Name : Mr MINTU PAUL  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15231000318861/3/2018	Property Registration- Stamp duty	0030-02-103-003-02	39920
2	15231000318861/3/2018	Property Registration- Registration Fees	0030-03-104-001-16	21
<b>Total</b>				<b>39941</b>
In Words :		Rupees Thirty Nine Thousand Nine Hundred Forty One only		



### Major Information of the Deed

Deed No :	I-1523-13945/2018	Date of Registration	13/12/2018
Query No / Year	1523-1000318861/2018	Office where deed is registered	
Query Date	12/12/2018 2:28:43 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	MINTU PAUL T - 68, TEGHORIA MAIN ROAD, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No. : 9051033251, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 400/-	Rs. 1,87,33,069/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks			

### Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1053	LR-3248	Bastu	Shali	5 Katha 1 Chatak 23 Sq Ft	100/-	58,00,025/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road.
L2	LR-1053	LR-3249	Bastu	Shali	5 Katha 1 Chatak 22 Sq Ft	100/-	57,98,444/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road.
L3	LR-1053	LR-3254	Bastu	Shali	3 Katha 2 Chatak 6 Sq Ft	100/-	35,67,300/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road.
L4	LR-1053	LR-3255	Bastu	Shali	3 Katha 2 Chatak 6 Sq Ft	100/-	35,67,300/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road.
		<b>TOTAL :</b>			<b>27.1494Dec</b>	<b>400 /-</b>	<b>187,33,069 /-</b>	
		<b>Grand Total :</b>			<b>27.1494Dec</b>	<b>400 /-</b>	<b>187,33,069 /-</b>	

### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>NEHA GRIHA NIRMAN COMPANY</b> HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 , PAN No.:: AAKFN7570L, Status : Organization, Executed by: Representative, Executed by: Representative

Major Information of the Deed :- I-1523-13945/2018-13/12/2018








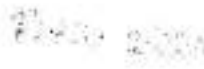


2	<b>R B HOME MAKER AND CO.</b> HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 , PAN No.:: AAQFR6772G, Status :Organization, Executed by: Representative, Executed by: Representative
3	<b>NEHA HOMES AND CO.</b> HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 , PAN No.:: AAKFN7569F, Status :Organization, Executed by: Representative, Executed by: Representative
4	<b>N R CONSTRUCTIONS COMPANY</b> HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 , PAN No.:: AAKFN7573K, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**



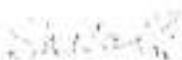


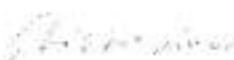
SI No	Name,Address,Photo,Finger print and Signature
1	<b>SIGNATURE VANIJYA PRIVATE LIMITED</b> T - 68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157 , PAN No.:: AAPCS1007F, Status :Organization, Executed by: Representative

**Representative Details :**

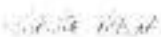
SI No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Name</b></p> <p><b>SK NASIR (Presentant )</b> Son of Late SK RASHID Date of Execution - 13/12/2018, , Admitted by: Self, Date of Admission: 13/12/2018, Place of Admission of Execution: Office</p>	<p><b>Photo</b></p>  <p>Dec 13 2018 2:39PM</p>	<p><b>Finger Print</b></p>  <p>LTI 13/12/2018</p>	<p><b>Signature</b></p>  <p>13/12/2018</p>
	<p>, HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: ADSPN1335N Status : Representative, Representative of : NEHA GRIHA NIRMAN COMPANY (as Partner), R B HOME MAKER AND CO. (as Partner), NEHA HOMES AND CO. (as Partner), N R CONSTRUCTIONS COMPANY (as Partner)</p>			
2	<p><b>Name</b></p> <p><b>RUPSA BIBI</b> Wife of SK NASIR Date of Execution - 13/12/2018, , Admitted by: Self, Date of Admission: 13/12/2018, Place of Admission of Execution: Office</p>	<p><b>Photo</b></p>  <p>Dec 13 2018 2:40PM</p>	<p><b>Finger Print</b></p>  <p>LTI 13/12/2018</p>	<p><b>Signature</b></p>  <p>13/12/2018</p>
	<p>, HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AJLPB0681L Status : Representative, Representative of : NEHA GRIHA NIRMAN COMPANY (as Partner), R B HOME MAKER AND CO. (as Partner), NEHA HOMES AND CO. (as Partner), N R CONSTRUCTIONS COMPANY (as Partner)</p>			

Major Information of the Deed :- I-1523-13945/2018-13/12/2018



*3 Name	Photo	Finger Print	Signature
<b>SK NASIR</b> Son of Late SK RASHID Date of Execution - 13/12/2018, , Admitted by: Self, Date of Admission: 13/12/2018, Place of Admission of Execution: Office	 <small>Dec 13 2018 2:40PM</small>	 <small>LTI 13/12/2018</small>	 <small>13/12/2018</small>
T-68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.: ADSPN1335N Status : Representative, Representative of : SIGNATURE VANIJYA PRIVATE LIMITED (as Director)			
4 Name	Photo	Finger Print	Signature
<b>SHISHIR GUPTA</b> Son of Late SHREE BHAGWAN GUPTA Date of Execution - 13/12/2018, , Admitted by: Self, Date of Admission: 13/12/2018, Place of Admission of Execution: Office	 <small>Dec 13 2018 3:18PM</small>	 <small>LTI 13/12/2018</small>	 <small>13/12/2018</small>
T-68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AIHPG6508N Status : Representative, Representative of : SIGNATURE VANIJYA PRIVATE LIMITED (as Director)			

**Identifier Details :**

Name & address	
<b>SUBRATA DEBNATH</b> Son of SAMIR DEBNATH T - 68, Teghoria Main Road, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of SK NASIR, RUPSA BIBI, SK NASIR, SHISHIR GUPTA	
	<small>13/12/2018</small>

Major Information of the Deed :- I-1523-13945/2018-13/12/2018



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	NEHA HOMES AND CO.	SIGNATURE VANIJYA PRIVATE LIMITED-8.40583 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	N R CONSTRUCTIONS COMPANY	SIGNATURE VANIJYA PRIVATE LIMITED-8.40354 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	NEHA GRIHA NIRMAN COMPANY	SIGNATURE VANIJYA PRIVATE LIMITED-5.17 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	R B HOME MAKER AND CO.	SIGNATURE VANIJYA PRIVATE LIMITED-5.17 Dec

## Land Details as per Land Record

District: North 24-Parganas, P.S - Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1053(Corresponding RS Plot No:- 1053), LR Khatian No:- 3248	Owner:নেহা হোমস এন্ড কো., Gurdian:পার্টনার , Address:হাতিয়াড়া , Classification:শালি, Area:0.09 Acre,	NEHA GRIHA NIRMAN COMPANY
L2	LR Plot No:- 1053(Corresponding RS Plot No:- 1053), LR Khatian No:- 3249	Owner:এন. আর. কনস্ট্রাকশন কোং, Gurdian:পার্টনার , Address:হাতিয়াড়া , Classification:শালি, Area:0.08 Acre,	N R CONSTRUCTIONS COMPANY
L3	LR Plot No:- 1053(Corresponding RS Plot No:- 1053), LR Khatian No:- 3254	Owner:নেহা গৃহ নির্মাণ কোম্পানী, Gurdian:পক্ষে , Address:হাতিয়ারা পশ্চিমশাড়া, পো. - হাতিয়ারা, কোলকাতা - 700157, Classification:শালি, Area:0.05 Acre,	NEHA GRIHA NIRMAN COMPANY
L4	LR Plot No:- 1053(Corresponding RS Plot No:- 1053), LR Khatian No:- 3255	Owner:আর. বি. হোম মেকার এন্ড কোং, Gurdian:পক্ষে , Address:হাতিয়ারা পশ্চিমশাড়া, পো. - হাতিয়ারা, কোলকাতা - 700157, Classification:শালি, Area:0.05 Acre,	R B HOME MAKER AND CO.

Endorsement For Deed Number : I - 152313945 / 2018

Major Information of the Deed :- I-1523-13945/2018-13/12/2018



On 12-12-2018

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,87,33,089/-

**Sanjoy Basak**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. RAJARHAT**  
**North 24-Parganas, West Bengal**

On 13-12-2018

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

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

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

Presented for registration at 13:12 hrs on 13-12-2018, at the Office of the A.D.S.R. RAJARHAT by SK NASIR .

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

Execution is admitted on 13-12-2018 by SK NASIR, Partner, NEHA GRIHA NIRMAN COMPANY, HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157; Partner, R B HOME MAKER AND CO., HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157; Partner, NEHA HOMES AND CO., HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157; Partner, N R CONSTRUCTIONS COMPANY, HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Identified by SUBRATA DEBNATH, . . Son of SAMIR DEBNATH, T - 68, Teghoria Main Road, P.O: HATIARA, Thana: Baguiati, . City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

Execution is admitted on 13-12-2018 by RUPSA BIBI, Partner, NEHA GRIHA NIRMAN COMPANY, HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157; Partner, R B HOME MAKER AND CO., HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157; Partner, NEHA HOMES AND CO., HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157; Partner, N R CONSTRUCTIONS COMPANY, HATIARA PASCHIMPARA, P.O:- HATIARA, P.S:- New Town, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Identified by SUBRATA DEBNATH, . . Son of SAMIR DEBNATH, T - 68, Teghoria Main Road, P.O: HATIARA, Thana: Baguiati, . City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

Execution is admitted on 13-12-2018 by SK NASIR, Director, SIGNATURE VANIJYA PRIVATE LIMITED, T - 68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Identified by SUBRATA DEBNATH, . . Son of SAMIR DEBNATH, T - 68, Teghoria Main Road, P.O: HATIARA, Thana: Baguiati, . City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

Major Information of the Deed :- I-1523-13945/2018-13/12/2018





Execution is admitted on 13-12-2018 by SHISHIR GUPTA, Director, SIGNATURE VANIJYA PRIVATE LIMITED, T - 68, TEGHORIA MAIN ROAD, P.O:- HATIARA, P.S:- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157

Identified by SUBRATA DEBNATH, , Son of SAMIR DEBNATH, T - 68, Teghoria Main Road, P.O: HATIARA, Thana: Baguiati, , City/Town: KOLKATA, North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2018 3:51PM with Govt. Ref. No: 192018190316454341 on 12-12-2018, Amount Rs: 21/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 9731517 on 12-12-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,920/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 1419, Amount: Rs.100/-, Date of Purchase: 10/12/2018, Vendor name: Samrat Bose

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/12/2018 3:51PM with Govt. Ref. No: 192018190316454341 on 12-12-2018, Amount Rs: 39,920/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 9731517 on 12-12-2018, Head of Account 0030-02-103-003-02

**Sanjoy Basak**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. RAJARHAT**  
**North 24-Parganas, West Bengal**

Major Information of the Deed :- I-1523-13945/2018-13/12/2018



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 461642 to 461673

being No 152313945 for the year 2018.



Digitally signed by Sanjoy Basak  
Date: 2018.12.19 17:34:34 +05:30  
Reason: Digital Signing of Deed.

(Sanjoy Basak) 19-12-2018 5:34:16 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. RAJARHAT  
West Bengal.

(This document is digitally signed.)

