

12706

P-12093/17



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

X 543965

7.12.17
 G-1/263224

DEVELOPMENT AGREEMENT

... the endorsement sheet/sheets
 & the endorsement sheet/sheets attached
 with this document are the part of this
 document.

1. Date: 7th December, 2017

2. Place: Kolkata

3. Parties

[Signature]
 Additional District Sub-Registrar,
 Rajarhat, New Town, North 24-Pgs

07 DEC 2017

3.1 **Realtech Housing Company**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AAQFR8574C], represented by its Partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AIHPG6508N] and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN ADSPN1335N].
 (Owner, includes successors- in-interest and/or assigns)

And

নম্বর : 473
সন ও তারিখ : 21/10/17
ফ্রেডার নাম : A. Dey Adv,
ঠিকানা : High Court Calcutta
মূল্য : 1000/-
ভেডার : [Signature]

বাবা... কোর্ট
জেলা :
ধরিদ তার : 11 OCT 2017
ছোট ছ্যাঙ্ক : RS600000
ফ্রেডারী :
ভেডার : শ্রী সন্তোষ বোস



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

07 DEC 2017

- 3.2 **Ashiana Construction**, a partnership firm having its office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AALFA5709K], represented by its Partners, namely (1) **Shishir Gupta**, son of Late Shree Bhagwan Gupta, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN AIHPG6508N] and (2) **Sk Nasir**, son of Late Sk. Rashid, of T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157 [PAN ADSPN1335N].
(Developer, includes successor-in-interest and assigns)


Owner and Developer individually Party and collectively Parties.

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

4. Subject Matter of Agreement

- 4.1 **Development of Said Property:** Land measuring 5 (five) cottah 9 (nine) chittak, out of total 43 (forty three) decimal, comprised in R.S./L.R. Dag No. 689, recorded in L.R. Khatian No. 3213, Mouza Kalikapur, J.L. No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas all morefully and collectively described in the 1st Schedule below (**Said Property**), by construction of a ready-to-use residential-commercial buildings on the Said Property (**Project**).

5. Representations, Warranties and Background

- 5.1 **Owner's Representations:** The Owner has represented and warranted to the Developer as follows:
- 5.1.1 **Ownership of Biswajit Biswas alias Biswajit Kumar Biswas:** By a registered Deed of Conveyance, dated 21st January, 2008, registered in the office of A.D.S.R. Bidhan Nagar (Salt Lake City) in Book No-I, CD Volume No. 1, Pages 15149 to 15161, Being No. 00840 for the year 2008 Kantaram Sardar sold conveyed and transferred (1) land measuring 3 (three) cottah 13 (thirteen) chittak, out of 43 (forty three) decimal, comprised in R.S./L.R. Dag No. 689 and (2) land measuring 5 (five) cottah 1(one) chittak, out of 22 (twenty two) decimal, comprised in R.S./L.R. Dag No. 690, recorded in L.R. Khatian No. 19 corresponding to L.R. Khatian 128, Mouza Kalikapur, J.L. No. 40, Police Station Newtown
- 



Additional District Sub-Registrar
Rajarhat, New Town, North 24-PGS

07 DEC 2017

(formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas AND Annapurna Sardar sold conveyed and transferred (1) land measuring 22(twenty two) cottah 2(two) chittak, out of 68 (sixty eight) decimal, comprised in R.S./L.R. Dag No. 686, recorded in L.R. Khatian No. 19, Mouza Kalikapur, J.L. No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas to Biswajit Biswas alias Biswajit Kumar Biswas, for the consideration mentioned therein.

- 5.1.2 **Exchange of Land:** Thereafter by a registered Deed Of Exchange dated 24th April, 2015, registered in the office of A.D.S.R. Rajarhat, in Book No-I, CD Volume No. 9, Pages 10649 to 10660, Being No. 04960 for the year 2015, Biswajit Biswas has exchanged land measuring 1 (one) cottah 12 (twelve) chittak, comprised in R.S./L.R. Dag No. 690 with Kantaram Sardar and by this exchange he get land measuring 1 (one) cottah 12 (twelve) chittak, comprised in R.S./L.R. Dag No. 689 from Kantaram Sardar.
- 5.1.3 **Mutation:** Biswajit Biswas *alias* Biswajit Kumar Biswas has mutated his name in respect of his purchased and exchanged property, in the records of Land Reforms Settlement vide L. R. Khatian No. 1446.
- 5.1.4 **Absolute ownership of Biswajit Biswas alias Biswajit Kumar Biswas:** In the above mentioned circumstances, Biswajit Biswas *alias* Biswajit Kumar Biswas has become the undisputed owner of (1) land measuring 22 (twenty two) cottah 2 (two) chittak out of 68 (sixty eight) decimal, comprised in R.S./L.R. Dag No. 686 **And** (2) land measuring 5 (five) cottah 9 (nine) chittak, out of 43 (forty three) decimal, comprised in R.S./L.R. Dag No. 689 **And** (3) land measuring 3 (three) cottah 5 (five) chittak, out of 22 (twenty two) decimal, comprised in R.S./L.R. Dag No. 690, all are recorded under L R Khatian No. 1446, at Mouza Kalikapur, J.L. No. 40, Police Station Rajarhat, District North 24 Parganas, (collectively **Biswajit's Property**).
- 5.1.5 **Sale to Realtech Housing Company:** By a Deed of Conveyance dated 24th July, 2017, registered in the Office of Additional District Sub-Registrar Office Rajarhat, in Book No. I, Volume No. 1523-2017, at Pages 204125 to 204143, being Deed No. 152307109 for the year 2017, Biswajit Biswas alias Biswajit Kumar Biswas sold to Realtech Housing Company land measuring 5 (five) cottah 9 (nine) chittak, comprised in R.S./L.R. Dag No. 689, at Mouza Kalikapur, J.L. No. 40, Police Station New Town (formerly Rajarhat), District North 24 Parganas.



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

07 DEC 2017

- 5.1.6 **Mutation:** Realtech Housing Company has mutated their name in respect of his purchased property, in the records of Land Reforms Settlement vide L.R. Khatian No. 3213.
- 5.1.7 **Absolute Ownership of Said Property:** In the above mentioned circumstances, the Owner has become the absolute and undisputed owner of the Said Property. The Said Property herein is the subject matter of this Development Agreement.
- 5.1.8 **Owner has Marketable Title:** The right, title and interest of the Owner 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.
- 5.1.9 **Owner to Ensure Continuing Marketability:** The Owner shall ensure that title of the Owner to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.10 **No Requisition or Acquisition:** The Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.11 **Owner has Authority:** The Owner has full right, power and authority to enter into this Agreement.
- 5.1.12 **No Prejudicial Act:** The Owner has 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.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owner as follows:
- 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 New Building 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



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

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 Owner 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 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 building 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 constructed in accordance with architectural plan (Building Plans) to be prepared by the Architect/s appointed by the Developer from time to time (Architect) and sanctioned by the Patharghata Gram Panchayat and other statutory authorities concerned with sanction (collectively Planning Authorities), as a ready-to-use residential-commercial building 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 aforesaid confirmations, the Owner 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 Owner.



Additional District Sub-Registrar,
Rajarhat, New Town, North 24-PGs

07 DEC 2017

- 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 Developer (as the agent of the Owner but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, revalidation/ modification/alteration of the Building Plans, if required. In this regard it is clarified that (1) full potential of FAR of the Said Property shall be utilized for construction of the Project (2) the Developer shall obtain all sanctions, permissions, clearances and approvals needed for the Project (including final/modified sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions/ revalidation/modification/alteration, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2 **Architect and Consultants:** The Owner confirm that the Owner has authorized the Developer to appoint the Architect 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 Owner shall have no liability or responsibility.
- 8.3 **Construction of New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owner construct, erect and complete the Project on the Said Property comprising of a residential building 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 New Building within a period of 36 (thirty six) months from the date of sanction building plan or from the date of handing over khas, vacant, peaceful and physical possession of the entirety of the Said Property by the Owner to the Developer, whichever is later (Completion Time).
- 8.5 **Common Portions:** The Developer shall at its own costs install and erect in the Project common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump and motor, water



Additional District Sub-Registrar
Rajarhat, New Town, North 24-PGS

07 DEC 2017

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 Building (Flats), the intending purchasers (collectively Transferees) shall pay the deposits demanded by WBSEDCL and other agencies and the Owner shall also pay the same for the Flats in the Owner's Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold or retained Flats in the New Building. The Common Portions shall always be and remain subject to change and modification, as be deemed fit and necessary by the Developer, to accommodate its future plans regarding the integrating/adding (notionally or actually) other contiguous lands to the Said Property and the Owner hereby accept the same and shall not, under any circumstances, raise any objection or hindrance thereto.

- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owner 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 Owner and required for the construction of the New Building but under no circumstances the Owner 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 Owner 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 **Co-operation by Owner:** The Owner 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 Owner shall provide all co-operations that may be necessary for successful completion of the Project.
9. **Possession and Alternative Accommodation**
- 9.1 **Vacating by Owner:** Simultaneously herewith, the Owner has handed over khas, vacant, peaceful and physical possession of the entirety of the Said Property to the Developer, for the purpose of execution of the Project.




Additional District Sub-Registrar
Rajahmundry, New Town, North 24-Pga

07 DEC 2017

10. Powers and Authorities

- 10.1 **Power of Attorney:** The Owner shall grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them to (1) mortgage the Said Property for the purpose of obtaining housing loan, (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 building/s (4) sale of the constructed area of new residential building/s, (5) construction of the Project and (6) 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 Owner hereby undertake that the Owner 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 Owner hereby undertake that the Owner 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 **Owner's Allocation:** The Owner shall be entitled to (1) 25% (twenty five percent) share of the sanctioned FAR (as per the Building Plans) against the Said Property in the New Building. The Parties have agreed that the Developer shall allot respective allocations to the Owner of the New Building (the details of such demarcation shall be recorded in a separate instrument) 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 sanctioned FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Building including the area for access to Common Portions (collectively Owner's Allocation). It is clarified that the Owner's Allocation shall include undivided, impartible and indivisible 25% (twenty five percent) share against the Said Property in (1) the Common Portions of the New Building and (2) the land contained in the Said Property. It is further clarified that the Possession Letter/s shall be issued by the Developer to the Owner at the time of handing over possession of the Owner's
- 



Additional District Sub-Registrar
Rajahat, New Town, North 24-Pgs

01 DEC 2011

Allocation. The Owner's 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 FAR (as per the Building Plans) against the Said Property in the New Building and (2) undivided 75% (seventy five percent) share, against the sanctioned FAR of the Said Property as per the sanctioned Building Plans, in the roof of the New Building including the area for access to Common Portions (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 FAR (as per the Building Plans) against the Said Property in (1) the Common Portions of the New Building and (2) the land contained in the Said Property.

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 **Owner's Allocation:** The Owner shall be entitled to the Owner's Allocation with right to transfer or otherwise deal with the same in any manner the Owner deem appropriate and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Owner's Allocation. It is clearly understood that the dealing of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner's 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 Owner and the Owner 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 Owner. However, any transfer



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

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 Owner's Allocation to the Owner and meeting other obligations towards the Owner, the Owner 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 Owner and the same shall be borne, paid and discharged by the Owner 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 Owner's Allocation:** Within 15 (fifteen) days from the date of the possession notice, the Owner shall be bound to take over physical possession of the Owner's Allocation and simultaneously refund/adjust the Deposit to/with the Developer.
- 15.2 **Possession Date and Rates:** On and from such date of the Owner taking physical possession or the aforementioned deemed possession,



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

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 New Building. The Owner hereby agree to abide by all the rules and regulations to be so framed for the management and administration of the New Building.
- 15.5 **Maintenance Charge:** The Transferees and the Owner shall manage and maintain the Common Portions and services of the New Building [if necessary, by forming a body (Association)] and shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, 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 New Building.

16. Common Restrictions

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

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.



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

- 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 New Building with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct the New Building as per the specifications given the 2nd 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 Owner 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 New Building 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 Owner 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, value added tax, service tax, 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 obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

- 17.10 **No Assignment:** The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owner.
- 17.11 **No Violation of Law:** The Developer hereby agrees and covenants with the Owner not to violate or contravene any provision of law, regulation or rule applicable to construction of the New Building.
- 17.12 **No Obstruction in Dealing with Owner's Allocation:** The Developer hereby agrees and covenants with the Owner not to do any act deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.
- 18. Obligations of Owner**
- 18.1 **Co-operation with Developer:** The Owner undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 18.2 **Act in Good Faith:** The Owner undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owner undertake 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.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owner covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 **No Obstruction in Construction:** The Owner covenant not to cause any interference or hindrance in the construction of the New Building.
- 18.6 **No Dealing with Said Property:** The Owner covenant 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.
- 18.7 **No Obstruction in Extension of Project:** The Owner covenant 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 extend the Project. Further the Owner confirm, assure, undertake and guarantee that the Owner shall have no objection of any nature whatsoever and shall also not ask for any additional consideration in the event of such extension.



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

19. Indemnity

- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the construction of the New Building 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.
- 19.2 **By the Owner:** The Owner hereby indemnify and agree 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 Owner being incorrect.

20. Corporate Warranties

- 20.1 **By Developer:** The Developer warrants to the Owner 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 Owner shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.



Additional District Sub-Registrar
Rajerhat, New Town, North 24-Pgs

07 DEC 2017

22. Miscellaneous

- 22.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 22.2 **Essence of Contract:** In addition to time, the Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 22.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement. Mr. Imran Karim, Advocate, High Court, Calcutta, who has drawn this Agreement, shall draw all further documents in respect to this Project.
- 22.4 **Valid Receipt:** The Owner shall pass valid receipts for all amounts paid under this Agreement.
- 22.5 **No Partnership:** The Owner 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.
- 22.6 **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.
- 22.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building 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 Owner. Further, various applications and other documents may be required to be made or signed by the Owner relating to which specific provisions may not have been made herein. The Owner hereby undertake 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 Owner 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 Owner in terms of this Agreement.



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

- 22.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 22.9 **Taxation:** The Owner 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 Owner indemnify 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 Owner's Allocation and the Owner 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.
- 22.10 **Name of New Building/Project:** The name of the New Building/Project shall be decided by the Developer.
- 22.11 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Owner or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.

23. Defaults

- 23.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages. However, if there is any delay in completion of the Project, except due to Force Majeure (explained in Clause 24 below), the same shall be justified by the delaying Party to the suffering Party to their total satisfaction or otherwise a penalty shall be imposed, which shall be decided by arbitration.

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



Additional District Sub-Registrar
Rejzhat, New Town, North 24-Pgs

07 DEC 2017

any statutory authority, (12) any notice, order of injunction, litigation, 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 **Supercession:** 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. **Counterparts**

- 26.1 **All Originals:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Developer and another by the Owner.

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.



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

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 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 4th 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 Owner 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 each of the Owner.

30. **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 Imran Karim, Advocate of 3rd Floor, 11 Old Post Office Road, Kolkata-700001. 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.

32. Rules of Interpretation

- 32.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.



Additional District Sub-Registrar
Rajahmundry, New Town, North 24-Pgs

07 DEC 2017

- 32.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 32.3 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 32.4 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 32.5 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 32.6 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 32.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- 32.8 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

1st Schedule
(Said Property)
[Subject Matter of Development Agreement]

Land measuring 5 (five) cottah 9 (nine) chittak, out of total 43 (forty three) decimal, comprised in R.S./L.R. Dag No. 689, recorded in L.R. Khatian No. 3213, Mouza Kalikapur, J.L. No. 40, Police Station Newtown (formerly Rajarhat) Additional District Sub-Registrar Office Rajarhat, within Patharghata Gram Panchayat (PGP), District North 24 Parganas and butted and bounded as follows:

On the North	: By RS/LR Dag No. 690
On the East	: By 20 feet Pacca Panchayat Road
On the South	: By RS/LR Dag No. 689
On the West	: By RS/LR Dag No. 686



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

01 DEC 2017

1

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.

**2nd Schedule
(Specifications)**

Brick Work	External Walls: 8 inch thick brickwork with cement mortar in proportion (1:6) by using 1 st class bricks. Partition Walls: 5 inch thick with cement mortar in proportion (1:5) by using 1 st class bricks, providing wire mesh as required for 3 inch wall.
Plaster	Wall Plaster- outside surface 18mm thick (1:6 cement mortar), inside surface 12mm thick (1:6 cement mortar) Ceiling Plaster - 6 mm thick (1:4 cement mortar) Proper chipping will be made before wall and ceiling plastering.
Floor Of Rooms And Toilets	Good quality tiles should be used for flooring over the entire unit will be provided.
Toilet Walls	Upto 6'-6" height finished with white/light coloured ceramic wall tiles.
Doors	Door frames will be made of good quality <i>sal</i> 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.
Windows	Fully Aluminium windows with glass fittings and standard handle.
Sanitary Fittings In Toilet	The following will be provided: a) Tap arrangements. b) White/light coloured wash basin made of porcelain (only one bathroom).



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

	<p>c) White/light coloured commode and/or Indian style pan made of porcelain.</p> <p>d) Water pipe line.</p> <p>e) Hot and cold water line in one bathroom.</p>
Kitchen	Kitchen will be provided with top cooking platform with one stainless steel sink and ceramic tiles upto a height of 2' feet above the cooking platform.
Electrical Points And Fittings	<p>Concealed P.V.C. conduits, with good quality copper wire will be provided.</p> <p>Number of points will be decided later. Calling bell point at the main door of the flat will be provided.</p>
Painting And Finishing	<p>Outside face of external walls will be finished with good quality cement paint.</p> <p>Internal face of the walls will be finished with good quality putty.</p>





Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs

07 DEC 2017

32. Execution and Delivery

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

REALTECH HOUSING COMPANY

S.K. Saha
S.K. Saha
Partners

(Realtech Housing Company)
[Owner]

ASHIANA CONSTRUCTION

S.K. Saha
S.K. Saha
Partner

(Ashiana Construction)
[Developer]

Witnesses:

Signature *Subrata Debnath*

Name SUBRATA DEBNATH

Father's Name *Samir Debnath*

Address *T-68, Teghoria Main Road, KOL- 700157*

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
Relarhat, New Town, North 24-Pgs

07 DEC 2017

SPECIMEN FORM TEN FINGER PRINTS

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



Additional District Sub-Registrar
Rajahat, New Town, North 24-Pgs

07 DEC 2017

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SK NASIR
SHAIKH RASHID
15/12/1977



Permanent Account Number

ADSPN1335N



SK NASIR

Signature





आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SHISHIR GUPTA

SHREE BHAGWAN GUPTA

15/06/1975
Permanent Account Number

AIHPG6508N

Shishir Gupta
Signature



10000013







आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ASHIANA CONSTRUCTION



04/02/2005
Permanent Account Number

AALFA5709K

Signature



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

GRN: 19-201718-012659754-1 Payment Mode Online Payment
GRN Date: 02/12/2017 16:44:04 Bank: HDFC Bank
BRN: 414406772 BRN Date: 02/12/2017 16:44:29

DEPOSITOR'S DETAILS

Id No. : 15231000363224/3/2017
(Query No./Query Year)

Name : ASHIANA CONSTRUCTION
Contact No. : Mobile No. : +91 9051033251
E-mail :
Address : T68 TEGHARIA MAIN ROAD KOL700157
Applicant Name : Mr AYUSMAN DEY
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15231000363224/3/2017	Property Registration- Stamp duty	0030-02-103-003-02	6920
2	15231000363224/3/2017	Property Registration- Registration Fees	0030-03-104-001-16	21

In Words : Rupees Six Thousand Nine Hundred Forty One only
Total 6941



Major Information of the Deed

Deed No :	I-1523-12093/2017	Date of Registration	07/12/2017
Query No / Year	1523-1000363224/2017	Office where deed is registered	
Query Date	03/11/2017 5:15:40 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	AYUSMAN DEY T - 68, TEGHORIA MAIN ROAD, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No. : 8336953966, Status : Advocate		
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. 41,30,156/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks			

Land Details :

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

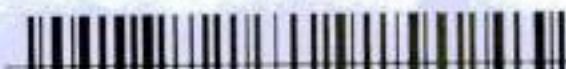
Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-689	LR-3213	Bastu	Bagan	5 Katha 9 Chatak		41,30,156/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road.
Grand Total :					9.1781Dec	0/-	41,30,156/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	REALTECH HOUSING COMPANY T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S.- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157, PAN No.: AAQFR8574C, Status : Organization, Executed by: Representative, Executed by: Representative



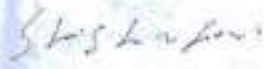


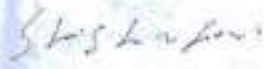


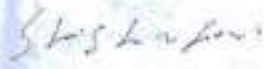


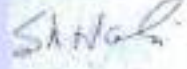


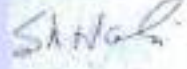


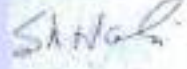


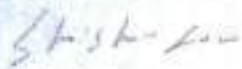


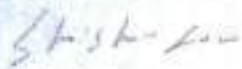


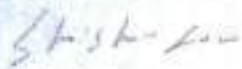


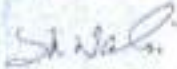


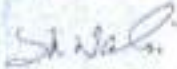


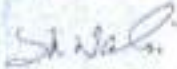
Developer Details :

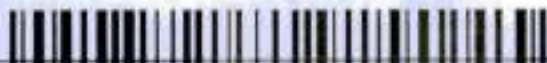
Sl No	Name,Address,Photo,Finger print and Signature
1	ASHIANA CONSTRUCTION T - 68, TEGHORIA MAIN ROAD, P.O.- HATIARA, P.S.- Baguiati, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700157, PAN No.: AALFA5709K, Status : Organization, Executed by: Representative





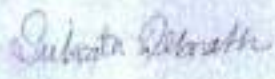
Representative Details :

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> SHISHIR GUPTA Son of Late SHREE BHAGWAN GUPTA Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Dec 7 2017 4:33PM</td> <td>LTI 07/12/2017</td> <td>07/12/2017</td> <td></td> </tr> <tr> <td colspan="4"> 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, Status : Representative, Representative of : REALTECH HOUSING COMPANY (as Partner) </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	SHISHIR GUPTA Son of Late SHREE BHAGWAN GUPTA Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office				Dec 7 2017 4:33PM	LTI 07/12/2017	07/12/2017		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, Status : Representative, Representative of : REALTECH HOUSING COMPANY (as Partner)			
Name	Photo	Finger Print	Signature														
SHISHIR GUPTA Son of Late SHREE BHAGWAN GUPTA Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office																	
Dec 7 2017 4:33PM	LTI 07/12/2017	07/12/2017															
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, Status : Representative, Representative of : REALTECH HOUSING COMPANY (as Partner)																	
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> SK NASIR Son of Late SHAIKH RASHID Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Dec 7 2017 4:30PM</td> <td>LTI 07/12/2017</td> <td>07/12/2017</td> <td></td> </tr> <tr> <td colspan="4"> 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, Status : Representative, Representative of : REALTECH HOUSING COMPANY (as Partner) </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	SK NASIR Son of Late SHAIKH RASHID Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office				Dec 7 2017 4:30PM	LTI 07/12/2017	07/12/2017		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, Status : Representative, Representative of : REALTECH HOUSING COMPANY (as Partner)			
Name	Photo	Finger Print	Signature														
SK NASIR Son of Late SHAIKH RASHID Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office																	
Dec 7 2017 4:30PM	LTI 07/12/2017	07/12/2017															
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, Status : Representative, Representative of : REALTECH HOUSING COMPANY (as Partner)																	
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> SHISHIR GUPTA Son of Late SHREE BHAGWAN GUPTA Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Dec 7 2017 4:33PM</td> <td>LTI 07/12/2017</td> <td>07/12/2017</td> <td></td> </tr> <tr> <td colspan="4"> 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, Status : Representative, Representative of : ASHIANA CONSTRUCTION (as Partner) </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	SHISHIR GUPTA Son of Late SHREE BHAGWAN GUPTA Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office				Dec 7 2017 4:33PM	LTI 07/12/2017	07/12/2017		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, Status : Representative, Representative of : ASHIANA CONSTRUCTION (as Partner)			
Name	Photo	Finger Print	Signature														
SHISHIR GUPTA Son of Late SHREE BHAGWAN GUPTA Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office																	
Dec 7 2017 4:33PM	LTI 07/12/2017	07/12/2017															
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, Status : Representative, Representative of : ASHIANA CONSTRUCTION (as Partner)																	
4	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> SK NASIR (Presentant) Son of Late SHIKH RASHID Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Dec 7 2017 4:26PM</td> <td>LTI 07/12/2017</td> <td>07/12/2017</td> <td></td> </tr> <tr> <td colspan="4"> 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, Status : Representative, Representative of : ASHIANA CONSTRUCTION (as Partner) </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	SK NASIR (Presentant) Son of Late SHIKH RASHID Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office				Dec 7 2017 4:26PM	LTI 07/12/2017	07/12/2017		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, Status : Representative, Representative of : ASHIANA CONSTRUCTION (as Partner)			
Name	Photo	Finger Print	Signature														
SK NASIR (Presentant) Son of Late SHIKH RASHID Date of Execution - 07/12/2017, , Admitted by: Self, Date of Admission: 07/12/2017, Place of Admission of Execution: Office																	
Dec 7 2017 4:26PM	LTI 07/12/2017	07/12/2017															
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, Status : Representative, Representative of : ASHIANA CONSTRUCTION (as Partner)																	





Identifier Details :

Name & address	
SUBRAJA DEBNATH 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 SHISHIR GUPTA, SK NASIR, SHISHIR GUPTA, SK NASIR	
	07/12/2017

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	REALTECH HOUSING COMPANY	ASHIANA CONSTRUCTION-9.17813 Dec

Endorsement For Deed Number : I - 152312093 / 2017

On 03-11-2017**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 41,30,156/-



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

On 07-12-2017**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.

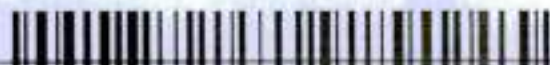
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 13:53 hrs on 07-12-2017, 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 07-12-2017 by SHISHIR GUPTA, Partner, REALTECH HOUSING COMPANY, 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





Execution is admitted on 07-12-2017 by SK NASIR, Partner, REALTECH HOUSING COMPANY, T - 68, TEGHORIA MAIN ROAD, P.O - HATIARA, P.S - Baguiati, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700157

Indetified 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 07-12-2017 by SHISHIR GUPTA, Partner, ASHIANA CONSTRUCTION, T - 68, TEGHORIA MAIN ROAD, P.O - HATIARA, P.S - Baguiati, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700157

Indetified 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 07-12-2017 by SK NASIR, Partner, ASHIANA CONSTRUCTION, T - 68, TEGHORIA MAIN ROAD, P.O - HATIARA, P.S - Baguiati, Kolkata, District-North 24-Parganas, West Bengal, India, PIN - 700157

Indetified 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 02/12/2017 4:44PM with Govt. Ref. No: 192017180126597541 on 02-12-2017, Amount Rs. 21/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 414406772 on 02-12-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,920/-

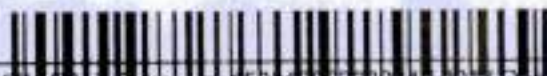
Description of Stamp

1. Stamp: Type: Impressed, Serial no 4731, Amount: Rs.100/-, Date of Purchase: 24/10/2017, Vendor name: Samrat Bose

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 02/12/2017 4:44PM with Govt. Ref. No: 192017180126597541 on 02-12-2017, Amount Rs. 6,920/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 414406772 on 02-12-2017, Head of Account 0030-02-103-003-02



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





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2017, Page from 363076 to 363110
being No 152312093 for the year 2017.



Digitally signed by DEBASISH DHAR
Date: 2017.12.15 13:21:04 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 12/15/2017 1:20:44 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

