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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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27/03/23

Additional Registrar of Assurances-II
Kolkata

Certified that the Document is admitted to
Registration in the Register Sheet and the
endorsement is made to the document
at the post office of _____

[Signature]
Additional Registrar
of Assurances II Kolkata

Shre-Dev
Vinita Gupta

Abul Siddique Mondal
Abul Taleb Mondal

27 MAR 2023

Abul Khayez Mondal
Abul Kalam Mondal
GIRI (23 MAR 2023)

DEVELOPMENT AGREEMENT

1. Date: 27th March 2023
2. Place: Kolkata
3. Parties

201245

ARUN KUMAR SARKAR
Advocate
C.M.M.S. Court. Kol - 1

Address

Case

Date

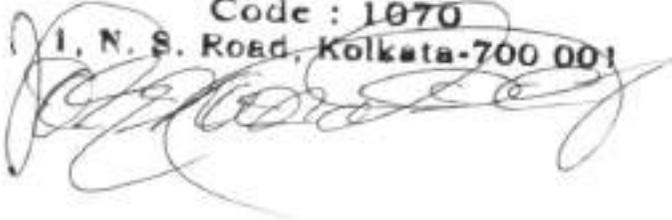
23-MAR 2023

SIPRA DEY

Licence No.: 18A

Code : 1070

1, N. S. Road, Kolkata-700 001



Identified by

Mr. Shayesh Khan
Advocate

Calcutta High Court

F/5125/2021.





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



240320232034841287

GRIPS Payment Detail

GRIPS Payment ID:	240320232034841287	Payment Init. Date:	24/03/2023 16:23:10
Total Amount:	60042	No of GRN:	1
Bank/Gateway:	HDFC Bank	Payment Mode:	Online Payment
BRN:	2091360600	BRN Date:	24/03/2023 16:25:11
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

Depositor Details

Depositor's Name: VINAYAK REALTECH PROPERTIES LLP
Mobile: 9073397956

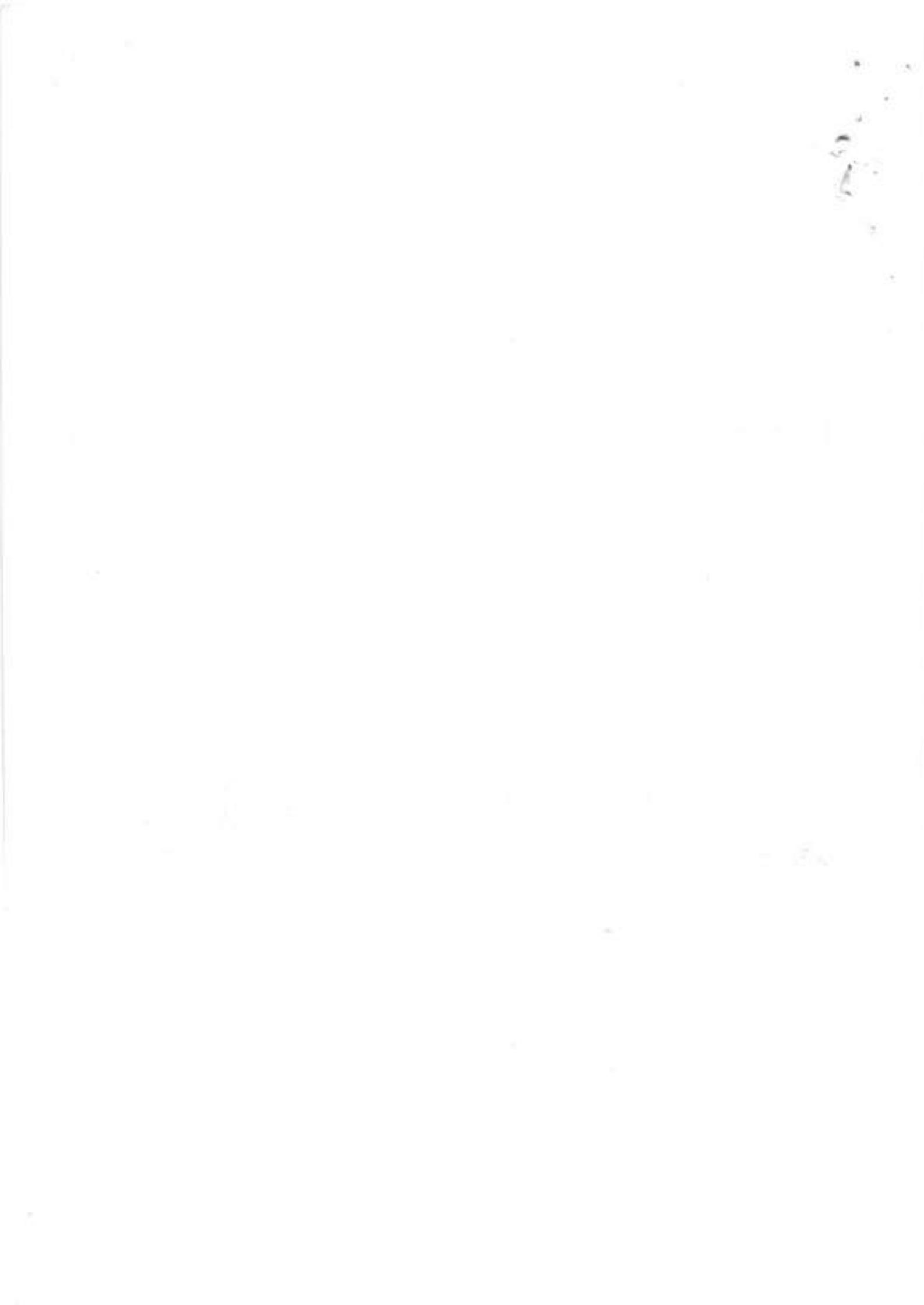
Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230348412891	Directorate of Registration & Stamp Revenue	60042
Total			60042

IN WORDS: SIXTY THOUSAND FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.







Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192022230348412891

GRN Details

GRN:	192022230348412891	Payment Mode:	Online Payment
GRN Date:	24/03/2023 16:23:10	Bank/Gateway:	HDFC Bank
BRN :	2091360600	BRN Date:	24/03/2023 16:25:11
GRIPS Payment ID:	240320232034841287	Payment Init. Date:	24/03/2023 16:23:10
Payment Status:	Successful	Payment Ref. No:	2000778049/1/2023

[Query No*/Query Year]

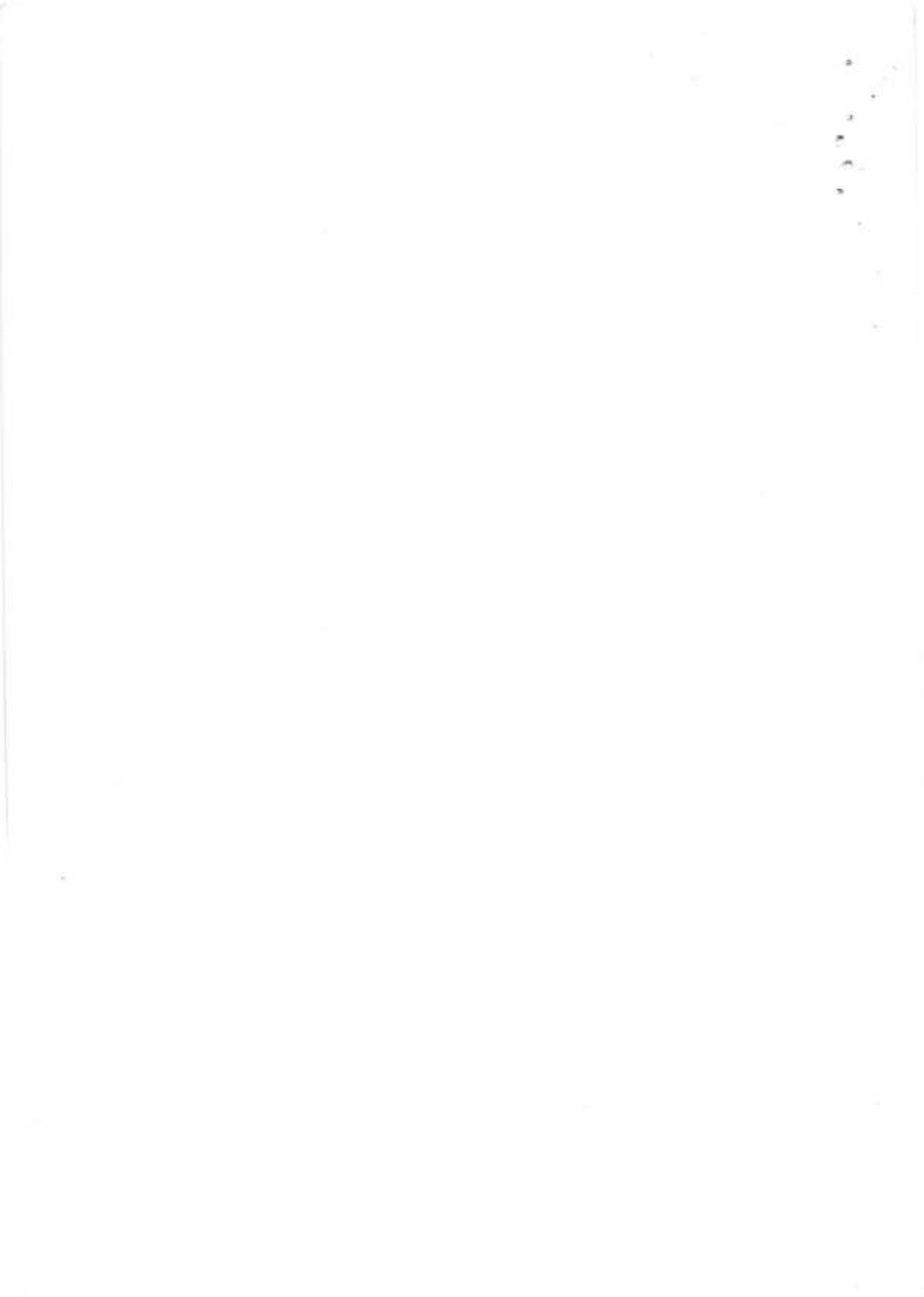
Depositor Details

Depositor's Name:	VINAYAK REALTECH PROPERTIES LLP
Address:	T-68, Teghoria Main Road
Mobile:	9073397956
Contact No:	90073397956
Depositor Status:	Buyer/Claimants
Query No:	2000778049
Applicant's Name:	Mr Sourav Dhara
Identification No:	2000778049/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	24/03/2023
Period To (dd/mm/yyyy):	24/03/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000778049/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2000778049/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	20021
			Total	60042

IN WORDS: SIXTY THOUSAND FORTY TWO ONLY.



- 3.1. **ABUL KHAYER MONDAL**, son of Yukub Ali Mondal, having [PAN BBPPM7403J] and [AADHAR 9144 5171 6434], by occupation business, by faith Islam, by nationality Indian, residing at Kashinathpur Post Office Kashinathpur, Police Station Rajarhat, PIN:-700135, West Bengal.
- 3.2. **ABUL SIDDIQUE MONDAL**, Son of Yukub Ali Mondal, having [PAN BBPPM7398A],[AADHAR 5895 8744 8220], by occupation- BUSINESS Business residing at Kashinathpur Post office - Kashinathpur, Police Station Rajarhat, PIN:-700135, West Bengal ,By faith - Islam, Nationality -Indian.
- 3.3. **ABUL KALAM MONDAL**, Son of Yukub Ali Mondal, having [PAN BBKPM0159A],[AADHAR 3969 1884 9310], by occupation- Business residing at Kashinathpur Post office - Kashinathpur, Police Station Rajarhat, PIN:-700135, West Bengal ,By faith - Islam, Nationality -Indian.
- 3.4. **ABU TAHER MONDAL**, Son of Yukub Ali Mondal, having [PAN BBPPM7401L][AADHAR 2856 4069 3431], by occupation Business residing at Kashinathpur Post office - Kashinathpur, Police Station Rajarhat, PIN:-700135, West Bengal ,By faith - Islam, Nationality -Indian.
- 3.5. **ABU TALEB MONDAL** Son of Yukub Ali Mondal, having [PAN AXEPM 2073L][AADHAR 8715 8679 2125] by occupation Business residing at Kashinathpur Post office - Kashinathpur, Police Station Rajarhat, PIN:-700135, West Bengal ,By faith - Islam, Nationality -Indian.

Hereinafter collectively called and referred to as "OWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, representatives and assigns).

And

- 3.6. **VINAYAK REALTECH PROPERTIES LLP**, a Limited Liability Partnership [PAN AASFV1939M], incorporated pursuant to Section 12(1) of the Limited Liability Partnership Act' 2008 having its registered Office at T-68, Teghoria Main Road, Post Office Hatiara, Police Station Baguiati, Kolkata-700157, District North 24 Parganas, represented by its partners, namely (1) **SHISHIR GUPTA**, son of Late Shree Bhagwan Gupta, by faith Hindu, by nationality Indian, by occupation Business, residing at 30,Vidyasagar Street, Post Office Amherst Street, Police Station Amherst Street, Kolkata-700009, District Kolkata [PAN AIHPG6508N] and [Aadhaar 797657027873] [Ph:-9830021172] and (2) **VINITA GUPTA**, wife of Shishir Gupta, by faith Hindu, by nationality Indian, residing at 30 Vidyasagar Street, Post Office Amherst Street, Police Station Amherst Street, Kolkata-700 009, District Kolkata [PAN AJFPG4997C] and [Aadhaar 396030231719] [Ph: 9830064722]
(Developer includes successor-in-interest and permitted assigns).



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ADDITIONAL REGISTRAR
OF ASSURANCE II KOLKATA
27 MAR 2

Owners 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:** Understanding between the Owners and the Developer with regard to development of divided and demarcated land measuring **31.75 (Thirty One Point Seven Five) decimal**, more or less, comprised in **R.S./L.R. Dag Nos. 699, 700, 701, and 702, L.R. Khatian Nos. 1305, 1306, 1307, 158 and 544**, lying and situate at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station - Rajarhat, under A.D.S.R. Rajarhat, District - North 24 Parganas (collectively **Said Property**), morefully described in the **1st Schedule** below, by construction of a ready-to-use residential cum commercial buildings on the Said Property (**Project**)¹.
- 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 Sahar Ali Mondal:** Sahar Ali Mondal, son of Rupai Mondal, was the recorded owner of *inter alia* land measuring 22 (twenty two) decimal, more or less, comprised in **R.S./L.R. Dag No. 700, Khatian No. 78**, lying and situate at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station - Rajarhat, under A.D.S.R. Rajarhat, District - North 24 Parganas (**Sahar Ali's Property**), being a portion of the Said Property.
- 5.1.2. **Gift to Yakub Ali Mondal:** By a Deed of Hibanama (Gift) dated 21.05.1959, registered in the Office of the Sub Registrar Cossipore, Dum Dum, in Book No. I, Volume No. 57, at Pages 231 to 238, at being Deed No. 4075 for the year 1959, Sahar Ali Mondal, out of love and affection made a hebanama in favour of his grandson, Yakub Ali Mondal, transferring the right title and interest of the entirety of Sahar Ali's Property along with other properties to him.
- 5.1.3. **Sale to Yakub Ali Mondal:** By 2 (two) Bengali *Kobalas* (Sale Deeds) dated 09.11.1973, and 07.10.1974, both registered in the Office of the Sub Registrar Cossipore, Dum Dum, vide (1) Book No. I, Volume No. 141, at Pages



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111 to 113, being Deed No. 7511 for the year 1973, and (2) Book No. I, Volume No. 135, at Pages 204 to 206, being Deed No. 8004 for the year 1974, Santosh Kumar Hati sold to Yakub Ali Mondal, land measuring 11.25 (eleven point two five) decimal, more or less, comprised in R.S./L.R. Dag Nos. 699, 701 and 702, Khatian Nos. 381,382,383 lying and situate at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station – Rajarhat, under A.D.S.R. Rajarhat, District – North 24 Parganas, for the consideration mentioned therein, the same being a portion of the Said Property.

- 5.1.4. **Ownership of Yakub Ali Mondal:** By virtue of gifts and purchases as mentioned above, Yakub Ali Mondal become the undisputed owner of the entirety of Said Property.
- 5.1.5. **Gift to Owners:** By a Deed of Hibanama (Gift) dated 21.12.2004, registered in the Office of the Sub Registrar Bidhannagar, Salt Lake City, in Book No. I, Volume No. 168, at Pages 140 to 151, being Deed No. 2729 for the year 2006, Yakub Ali Mondal, out of love and affection made a hebanama in favour of his sons, namely Abul Khayer Mondal, Abul Siddiqui Mondal, Abul Kalam Mondal, Abu Taher Mondal and Abu Taleb Mondal (collectively the Owners herein) transferring the right title and interest of the entirety of the Said Property to them.
- 5.1.6. **Mutation:** The Owners have mutated their names in the records of Land Revenue Settlement-*vide* L.R. *Khatian* Nos. 1305, 1306, 1307, 158 and 544 with regard to the Said Property.
- 5.1.7. **Owners have Marketable Title:** The right, title and interest of the Owners in the Said Property are 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 by not doing any act, deed or thing which creates any defect in title and shall keep the Said Property free from all encumbrances created or suffered by the Owners till the completion of the development of the Said Property. However, this shall not affect the Transfer or Encumbering of the Transferable Areas in terms of this agreement.
- 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 to the knowledge of the Owners have not been acquired, required or included in



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OF ASSURANCE-II, KOLKATA
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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.

- 5.1.12. **No Excess Land:** The Said Property has not been declared to contain any excess land and the Owners also has not been declared to 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 marketable.
- 5.1.14. **Right, Power and Authority to Develop:** The Owners have good right, full power, absolute authority and indefeasible title to grant right of development to the Developer and to grant, sell, convey, transfer, assign and assure the proportionate share in land of the Said Property in terms hereof.
- 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 whatsoever have/had/has, to the knowledge of the Owners 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:** There is no subsisting agreement, whether oral or in writing, entered upon by the Owners in respect of the Said Property save and except the Said Agreement and the POA.
- 5.1.19. **No Guarantee:** The Said Property is not affected by or subject to any corporate guarantee or personal guarantee by or to the knowledge of the Owners 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, to the knowledge of the Owners, prohibiting the Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.



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- 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:-
- 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 have sufficient finances and expertise and are also 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. **No dispute:** The Developer is not having any dispute of its shareholders or directors nor any claim or litigation of any nature whatsoever against it nor has any debt or outstanding dues towards any person or authority and is not in violation of any real estate laws or taxation laws or corporate law nor is any proceeding for liquidation, mismanagement, insolvency, bankruptcy of the Developer filed, pending or threatened.
- 5.2.5. **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 appoint the Developer to develop the Said Property and to limit its role to only conveying proportionate undivided share in land to interested buyers of the Units in the proposed building against receipt of its share of the Realizations in respect of such Units. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Property by constructing the new residential building/s, i.e. Project. The Developer decided to assume and take up the role of being a Promoter in respect of the Said Property.
- 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 [superseding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. Basic Understanding

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UNIVERSITY OF TORONTO
27 MAR 2004

6.1 **Development of Said Property by Construction of Project:** The Owners have agreed to appoint the Developer as the developer and promoter to take up the Project, i.e. the development of the Said Property by construction of the new buildings thereon, with (1) respective specified inputs and responsibility by the Parties respectively as herein contained and (2) respective entitlements of each other and obligations towards each other in respect of their respective specified inputs.

6.2 **Nature and Use of Project:** The Project shall be in accordance with architectural plan (**Building Plans**) to be prepared by the Architect/s appointed by the Developer (**Architect**) and got approved by the Developer from the Owner upon taking into consideration their views and suggestions, if any, and got duly sanctioned by the Patharghata Gram Panchayat, Rajarhat Panchayat Samity, Zilla Parishad, NKDA and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use primarily residential with or without part 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 aforesaid confirmations, the Owner hereby appoints the Developer as the developer of the Said Property to execute the Project on and subject to the terms and conditions as contained in this agreement and the Developer hereby accepts the said appointment by the Owner.

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 shall at its own costs and responsibility, at the earliest within 9 (nine) months from the date of execution of this agreement, obtain from the Planning Authorities, sanction of the Building Plans. 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 be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Completion and Occupancy Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.

8.2 **Architect and Consultants:** The Owner confirms that the Developer shall have right to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including

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professional fees and supervision charges shall be paid by the Developer and the Owner shall have no liability or responsibility.

- 8.3 **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 signing of this Agreement for the Said Property (**Completion Time**) and the Completion Date may be extended by a grace period of 6 (six) months (**Grace Period**) for completion of the Project. The Parties have agreed that the construction on the Said Property will start only after shifting of the high voltage electric line of WBSEDCL over the Said Property and the Owners shall fully cooperate for such shifting.
- 8.4 **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, overhead water tank, 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 including those mentioned in the 3rd Schedule hereto (**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. It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold or retained Flats in the Project allocated and delivered to them respectively.
- 8.5 **Building Materials:** The Developer shall be authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities 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.
- 8.6 **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 if any at the Said Property, upon payment of all usage charges.
- 8.7 **Modification:** The Developer may with prior written consent of the Owners amend or modify the Building Plans, as when required, within the permissible limits and norms of the Planning Authorities.
- 8.8 **Co-operation by Owners:** Both parties 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 at the request and cost of the Developer provide all co-operations that may be

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necessary by way of providing further authorizations to the Developer for successful completion of the Project which do not affect the rights of the Owners hereunder.

9. Possession

- 9.1 **Vacating by Owners:** Simultaneously with the signing and execution of this Agreement the Owners shall vacate the entirety of the Said Property to the Developer to enable the Developer's license to enter upon the same, for the purpose of execution of the Project. The possession, juridical or otherwise, of the Said Property shall remain vested in the Owners until such time the Completion of Construction of the Project and thereafter such possession shall be jointly held by the Owners and Developer save the areas delivered to the Transferees or those that may be separately allocated amongst the parties.

10. Powers and Authorities

- 10.1 **Power of Attorney:** The Owners shall grant to the Developer and/or its office bearers a Power of Attorney empowering them to (1) issue no objections to the mortgage by the Transferees of the proportionate portion of the undivided land share in the Said Property for the purpose of obtaining housing loan by such intending buyer, (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) construction of the Project and (5) booking and sale of the unsold areas that may be allocated to the Developer as part of the Developer's Allocation (defined in Clause 11.2 below).

- 10.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that the Owners shall execute, as and when required by the Developer as necessary and at the costs of the Developer, all papers, documents, plans etc. in furtherance of this agreement for enabling the Developer to perform all obligations under this Agreement.

11. Allocations:

- 11.1 **Owners' Allocation:** It has been mutually agreed between the Parties that the Owner shall be entitled to (1) 33% (thirty three percent) of the constructed area the New Buildings and (2) 33% (thirty three percent) out of the total number of covered car parking spaces on the ground floor of the New Buildings as per the sanctioned/revised plan (collectively **Owner' Allocation**). It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible 33% (thirty three percent) share in (1) the Common Portions and (2) the land contained in the Said Property.

- 11.2 **Developer's Allocation:** Thus, the Developer shall fully and completely entitled to (1) remaining 67% (sixty seven percent) of the constructed area



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in the New Buildings and (2) 67% (sixty seven percent) out of the total number of covered car parking spaces on the ground floor of the New Buildings as per the sanctioned/revised plan a (collectively **Developer's Allocation**). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible 67% (sixty seven percent) share in (1) the Common Portions and (2) the land contained in the Said Property.

12. Dealing with Respective Allocations:

- 12.1 **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.
- 12.2 **Owners' Allocation:** The Owners shall be exclusively entitled to the Owners' Allocation but the Developer shall have the exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.
- 12.3 **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.
- 12.4 **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to 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.
- 12.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 12.6 **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.
- 12.7 **Fixation of Unit Price:** The price, terms of payment and on such the terms and conditions of such sale and at such price from time to time shall be such as may be decided in writing by the Owners and the Developer, jointly.



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27 MAR 2017

The Owners and the Developer shall jointly decide the minimum basic sale price of each Unit before launching the Project and shall revise the same from time to time by mutual consent in writing. It has been agreed between the Parties that, the Owners shall not be entitled to take any offers for sale of any Unit below the basic sale price without prior consent of the Developer in writing.

- 12.8 **The Extras and Deposits:** The Extras and Deposits shall be taken by the Developer in its own name and the Developer shall utilize the same for the respective purpose. The Owners shall have no concern or responsibility in connection with the figures or utilization in respect of Pass Through Charges or Extras and Deposits. The particular deposits shall be compulsorily transferable to the Association/Society immediately upon its formation.
- 12.9 **Formalities and Compliances:** All formalities, requirements and compliances under the real estate laws including the West Bengal Housing Industry Regulation Act, 2019 shall be wholly and exclusively complied with by the Developer and the share, rights and entitlement of the Owners shall not be affected in any manner thereby.
13. **Definitions:** The expressions used in this agreement shall have corresponding meanings assigned to them as follows:-
- 13.1 **"Transfer"** shall include transfers primarily by sale but with possibility of other transfers as decided by the parties mutually in writing;
- 13.2 **"Transferable Areas"** shall mean the Units, Parking Spaces, Other Constructed Spaces, private/reserved terraces/roofs with or without any facilities and all other areas at the Project and Said Property capable of being transferred independently or by being added to the area of any Unit or making appurtenant to any Unit or otherwise and shall also include any right, benefit or privilege at the Building Complex and Project Land capable of being commercially exploited and wherever the context so permits shall include the undivided shares in land.
- 13.3 **"Transferees"** shall mean the persons to whom any Transferable Areas in the Project is Transferred or agreed to be transferred.
- 13.4 **"Pass Through Charges"** shall mean the Goods and Service Tax or any substitutes, additions or alterations thereof and any other impositions, levies or taxes (other than Income Tax) on the Transfer in favour of the Transferees.
- 13.5 **"Extras and Deposits"** shall mean the amounts mentioned hereto subject to any variations that may be made by mutual consent of the parties in writing.
- 13.6 It is clarified that in case upon the first sanction of Building Plans any additional area is allowable for construction due to change of law or otherwise, such additional area shall be availed by the Developer and got



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sanctioned and constructed by the Developer at its own costs and expenses and the increased areas shall also form part of the Transferable Areas.

14. Deposit:

14.1 The Developer shall pay to the Owners a sum of **Rs.20,00,000/- (Rupees twenty lac only) [Deposit]** as an interest free Refundable security deposit as security for due performance of its obligations hereunder. The Deposit shall be refunded back to the Developer upon Completion of the Project. The Deposit shall be paid to the Owner in the following manner:

a) At the time of execution of this Agreement, a sum of **Rs.15,00,000/- (Rupees Fifteen Lac Only)**

b) At the time of sanction of the Building Plans, a sum of **Rs.5,00,000/- (Rupees Five Lac Only)**

15. Panchayat Taxes and Outgoings

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

15.2 **Relating to Period After Sanction of Building Plans:** As from the date of execution of this Agreement, 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 Buildings.

16. Possession and Post Completion Maintenance

16.1 **Possession of Owners' Allocation:** Simultaneously with the identification of allocation of the parties, the Owners shall take possession of those areas which form part 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.

16.2 **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.

16.3 **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.



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

16.5 **Maintenance Charge:** The Transferees, the Developer 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.

17. **Common Restrictions**

17.1 **Applicable to Both:** The Project and respective allocations of parties 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.

18. **Obligations of Developer**

18.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time. The construction shall be carried out in accordance with the Building Plans and in a good and workmanlike manner.

18.2 **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 as per Specifications and with Occupancy Certificate from Rajarhat Panchayat Samity or Pathargata Gram Panchayat along with completion in all respects as regards Common Portions and the landscaping as per planning.

18.3 **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.

18.4 **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.

18.5 **Specifications:** The Developer shall construct the Project as per the specifications given the 2nd Schedule below (**Specifications**).



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- 18.6 **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.
- 18.7 **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 the period prescribed in the WBHIRA or any other applicable laws. 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 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.
- 18.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely GST, works contract tax shall be paid by the Developer and GST, TDS shall be paid by the Transferees in accordance with law. In case any GST is applicable upon the unsold areas allocated to the Owners, the Owners shall pay the same.
- 18.9 **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 as Promoter under WBHIRA. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 18.10 **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 Project.
- 18.11 **No Obstruction in Dealing with Owner' 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.
- 18.12 **Inspection by Owner:** During the period of construction of the Project, the Owners may undertake periodical inspection of the Project, assisted by an Engineer, if felt necessary. Suggestions / observations, if made on such inspection, shall be communicated to the Corporate Office of the Developer, who may discuss the same with the Architect and implement, if feasible. Such inspection, non-inspection, giving or non-giving of observation shall not create, on the Owners, any statutory, collateral or consequent obligation or liability which is otherwise the obligation or liability of the Developer nor shall be taken to be acknowledgement, discharge or waiver by the Owners of any obligation of the Developer or rights or remedies against the improper compliance, if any by the Developer.

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- 18.13 **Responsibility on accidents:** The Owners' shall not remain responsible for any accident and/or mishap or damage taking place within or outside the Said Property and during the course of development. The Developer alone (to the exclusion of the Owners) shall be responsible and liable for the payment of any wages or compensation or other moneys payable to any workmen, contractor of the Developer for any work, dispute, accident or injury to such persons in the course of the proposed development on the Said Property.
- 18.14 **Preventing Encroachment:** The Developer shall not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the Said Property or any part or portion thereof.
- 18.15 **Non Exposure of Owners:** The Developer shall not expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the architect, engineer and other consultants as may be necessary and/or required for the purpose of construction erection and completion of the said new building/s.
- 18.16 **Labour Laws:** The Developer and/or its contractors shall comply with all Labour Laws including ESIC, Provident Fund and Insurance payments and settle disputes and claims in event of death or injury to any persons on site engaged during development of the Said Property.
- 18.17 **Insurances:** The Developer shall purchase and maintain insurance policies as are customarily and ordinarily available in India on commercially reasonable terms and reasonably required to be maintained to insure the Project and all related assets against risks in an adequate amount, consistent with estimated value of the Project and as may be required. The proceeds from all insurance claims, except for life and injury, shall be promptly be applied for the repair, renovation, restoration, replacement, or re-instatement of the Project assets, facilities and services or any part thereof, which may have been damaged or destroyed.
- 18.18 **Dealing with the Said Property:** The Developer shall mortgage, let out, grant lease any Transferable Areas save in the manner envisaged by this Agreement.

19. Obligations of Owners

- 19.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 19.2 **Documentation and Information:** The Owners have already provided copies of all documentation and information relating to the Said Property as required by the Developer from time to time. All original/certified copies of the title related documents shall be held by the Owners and shall be delivered to the Association once formed, save and except in case of construction finance by the Developer, with prior consent of the Owners.

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27 MAR 2009

- 19.3 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 19.4 **No Dealing with Said Property:** The Owners 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.

20. Indemnity

- 20.1 **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.
- 20.2 **By the Owners:** Subsequent to the Development Agreement, if any litigation will raise in the name of the Owners or any successful claim by any third party for any defect in title of the Said Property, it will be responsibility to short out that issues by the Owners.

21.0 Corporate Warranties

- 21.1 **By Developer:** The Developer warrants to the Owners that:
- 21.2 **Proper Incorporation:** it is properly incorporated under the laws of India.
- 21.3 **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.
- 21.4 **Permitted by Memorandum and Articles of Association:** the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

22. Limitation of Liability

- 22.1 **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.

23. Miscellaneous



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27 MAR 2001

- 23.1 **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.
- 23.2 **Transaction Documentation:** Developer's Advocate, who is the legal advisor of the Developer have drawn this Development Agreement and shall draw all further documents pertaining to the future transaction of the Project.
- 23.3 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 23.4 **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.
- 23.5 **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.
- 23.6 **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 Owner relating to which specific provisions may not have been made herein. The Owners hereby agree 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.
- 23.7 **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.
- 23.8 **Name of New Building:** The name of the Project shall be decided by Developer in confirmation with Owners.
- 23.9 **Raising Funds:** The Developer may, if it chooses, after having commenced construction of the Buildings and subject to clauses 23.9.1 and 23.9.2



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ADDITIONAL REGISTER
OF ASSURANCE - IL SOLKATA
27 MAR 2017

hereto, avail construction finance from any bank or non-banking financial corporation or any financial institution, solely for the purpose of financing the Development of the Said Property, and the Owners have no objection for the same subject also to the following:-

- 23.9.1 The Owners shall not, under any circumstances, be nor be made liable for repayment of the construction finance or consequence of default in such repayment.
- 23.9.2 The construction finance amount shall not exceed the actual cost of the remaining construction and shall be taken as per progress of such construction and utilised by the Developer only for the purpose of construction of the buildings at the Said Property. Further the Developer shall use the share of the Developer in the realization primarily for the purpose of repayment of such construction finance and rest also only for the purpose of compliance its obligations in respect of the project.

24. Defaults

- 24.1 In the event of the Developer not obtaining sanction of the plan or starting the construction in the manner or within the period stipulated herein, then the Owners shall have the option to cancel/terminate this Agreement or grant further period not exceeding **3 (three)** months for proceeding with the construction on such terms and conditions that may be mutually agreed upon in writing between the Owners and the Developer. In the event of the Owners exercising the option of cancellation /termination, then a sum of **Rs.10,000/- (Rupees Ten Thousand)** shall stand forfeited from the amount of Security Deposit made with the Owners and the balance amount of Security Deposit shall be refunded by the Owners to the Developer within **3 (three)** months without any interest.
- 24.2 In the event the Developer delays, fails or is unable to complete the Building Project for any reason whatsoever within the Completion Time and Grace Period, the Developer shall without prejudice to any other provision under this Agreement and/or to any other remedy available to the Owners under law, compensate the Owner with a sum of Rs. 10,000/- (Rupees ten thousand) for each month's delay (or part thereof) till completion. Thereafter the Owners shall be entitled to terminate the Agreement.
- 24.3 In the event of the Owners exercising its right to terminate this Agreement in terms of Clause 23.2 above, then the following consequences of termination shall become applicable:
- 24.3.1 The access to the Said Property by the Developer and/or its contractors, sub-contractors, agents, labour, employees, staffs, consultants, etc. shall forthwith stand stopped.
- 24.3.2 The Owners shall take over the project and complete the work either by itself and/or through the new developers/ contractors at the risks and costs of the Developer. All receivables from the Transferees/Allottees thereafter shall be paid only to the Owners. All



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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
27 MAR 2012

costs, charges and expenses for completion of the Project and/or incurred on account of the Developer as also any compensation, interest, penalty, etc. payable to anyone shall be to the account of the Developer.

- 24.3.3 Notwithstanding the aforesaid, either party shall be entitled to seek specific performance of this Agreement against the other party provided the party seeking specific performance has complied with its/their obligations under this Agreement that are required to be completed by that time.

24. A Force Majeure

- 24.1a **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 or riots lasting more than 15 days at a stretch (8) pandemic or epidemic resulting in lockdown for a period in excess of 15 days at a stretch, (9) any notice, order of injunction, litigation, attachments, etc. otherwise than due to any reason attributable to the Developer and (10) 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 (collectively **Circumstances Of Force Majeure**).

- 24.2b **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 supersedes all previous discussions/ correspondence and agreements between the Parties, oral or implied or written.

26. Severance

- 26.1 **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



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ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
27 MAR 2007

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.

27. Amendment/Modification

27.1 **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.

28. Notice

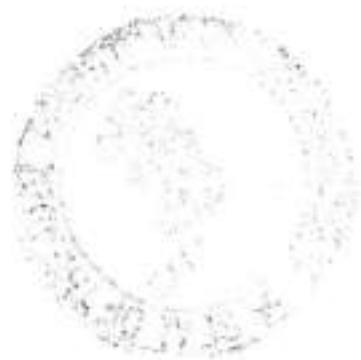
28.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the abovementioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) 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 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.

29. Arbitration

29.1 **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.

30. Jurisdiction

30.1 **High Court and District Court:** In connection with the aforesaid arbitration proceeding, only the courts having territorial jurisdiction over the Said Property shall have jurisdiction to entertain and try all actions and proceedings.



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**1st Schedule
(Said Property)**

Sali land measuring 31.75 (thirty one point seven five) decimal, more or less, comprised in **R.S./L.R. Dag No. 699,700,701,702 L.R. Khatian Nos. 1305, 1306, 1307, 158 and 544** lying and situate at Mouza Kalikapur, J.L. No. 40, Touzi No. 173, within the local limits of Patharghata Gram Panchayat, Police Station - Rajarhat, under A.D.S.R. Rajarhat, District - North 24 Parganas, West Bengal and butted and bounded as follows:

On The North	: DAG 697,702
On The East	: DAG 709
On The South	: PANCHAYAT ROAD
On The West	: PANCHAYAT ROAD

The Details of the Said Property are tabulated below:

Mouza	R.S/L.R.	Classification of land	L.R.	Area (In Decimal)	Name of Ownerss	
	Dag Nos		Khatian Nos			
				Ownerss	Ownerss	
KALIKAPUR	699	SHALI	1305,1306,1307,158,544	3.5	ABUL KHAYER MONDAL,	
	700	SHALI		22	ABUL SIDDIQUE MONDAL,	
	701	SHALI		2.25	ABUL KALAM MONDAL,	
	702	SHALI		4	ABU TAHER MONDAL,	
					ABU TALEB MONDAL	
Total Area of Land				31.75		

Abul Khayer Mondal
Abul Kalam Mondal
১১৩ ০১ (২৩ অংক)

Abul Siddique Mondal
Abu Taleb Mondal



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**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 (1:4) by using 1 st class bricks, providing wire mesh as required for 3 inch wall.
Plaster	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.
Floor Of Rooms And Toilets	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.
Toilet Walls	Up to 6'-6" finished with light colored ceramic tiles.
Doors	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.
Windows	Fully Aluminum windows with glass fittings and standard handle.
Sanitary Fittings In Toilets	The following will be provided: a) Tap arrangements. b) White/light colored wash basin made of porcelain (common toilet). c) White/light colored 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).
Kitchen	Kitchen will be provided with top cooking platform with one stainless steel sink and drain board and ceramic tiles up to a height of 2' feet above the cooking platform.
Electrical Points And Fittings	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.
Painting And Finishing	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.



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31. Execution and Delivery

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

Abul Khayes Mondal Abul Zaidulique Mondal
 Abul Kalam Mondal Abu Taleb Mondal

০১/৩/০১ (২.৩.২০২১)

(.....)
[Owners]

Vinayak Realtech Properties LLP
 5/5 - 4 - 4
 Vinayak Gupta
 Partner

(.....)
(VINAYAK REALTECH PROPERTIES LLP)
[Developer]

Drafted By:-

Md. Shoyeb Khan

MD. SHOYEB KHAN
 Advocate
 Calcutta High Court
 Enrolment No P/5125/2021

Witnesses:

Signature <u>[Signature]</u>	Signature <u>[Signature]</u>
Name _____	Name <u>Paper Sunder.</u>
Father's Name <u>[Signature]</u>	Father's Name <u>Mr. Karan Ramesh</u>
Address <u>[Signature]</u>	Address <u>Kali Kapa.</u>

MD. SHOYEB KHAN
Advocate
Calcutta High Court
Flat No. 10, 1st Floor,
Chowringhee, Calcutta-700022



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REG. NO. 1000/2019
JUDICIAL OFFICE
CALCUTTA

Receipt and Memo

Received from the within named Developer the within mentioned sum of **Rs 15,00,000 /- (Rupees Fifteen Lacs)** towards part payment of the interest free Refundable Security deposit for development of the Said Property described in the **1st Schedule** above, in the following manner:

SL NO	Mode	Date	Bank	Amount (Rs.)
1	CHEQUE,516048	22.03.2023	AXIS	1,50,000/-
2	CHEQUE,516044	22.03.2023	AXIS	1,50,000/-
3	CHEQUE,516046	22.03.2023	AXIS	1,50,000/-
4	CHEQUE,516045	22.03.2023	AXIS	1,50,000/-
5	CHEQUE,516047	22.03.2023	AXIS	1,50,000/-
6	CHEQUE,269166	22.03.2023	IDBI	1,50,000/-
7	CHEQUE,269167	22.03.2023	IDBI	1,50,000/-
8	CHEQUE,269165	22.03.2023	IDBI	1,50,000/-
9	CHEQUE,269168	22.03.2023	IDBI	1,50,000/-
10	CHEQUE,269169	22.03.2023	IDBI	1,50,000/-
Total				15,00,000/-

Abul Khayes Mondal
 Abul Kalam Mondal
 CHIZGIRAJI Mondal

Abul Zaidique Mondal
 Abu Taleb Mondal

.....
[Owners]

Witnesses:

Signature <u>[Signature]</u> Name _____ Father's Name <u>[Signature]</u> Address <u>[Signature]</u>	Signature <u>[Signature]</u> Name <u>Papa Lala</u> Father's Name <u>Sh. Karan Lal</u> Address <u>Kalichegan</u>
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REG. MAIL
POST OFFICE

UNDER RULE 44A OF THE I.R. ACT 1908

SIGNATURE OF THE PRESENTANT/
EXECUTANT/ BUYER/CLAIMANT/
SELLER/ WITH PHOTO

N.B. L.H. BOX - SMALL TO THUMB PRINTS
R.H. BOX - THUMB TO SMALL PRINTS

 <i>Abul Khayr Mondal</i>	L H					
	R H					

Attested

 <i>Abul Siddique Mondal</i>	L H					
	R H					

Attested

 <i>Abul Kalam Mondal</i>	L H					
	R H					



Attested

 <i>গোবিন্দ চন্দ্র মন্ডল</i>	L H					
	R H					

Attested

 <i>Abu Taleb Mondol</i>	L H					
	R H					

Attested

 <i>§ ৬১২-৬০০</i>	L H					
	R H					



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Attested

 <i>Kinika Gupta</i>	L H					
	R H					

Attested

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	R H					



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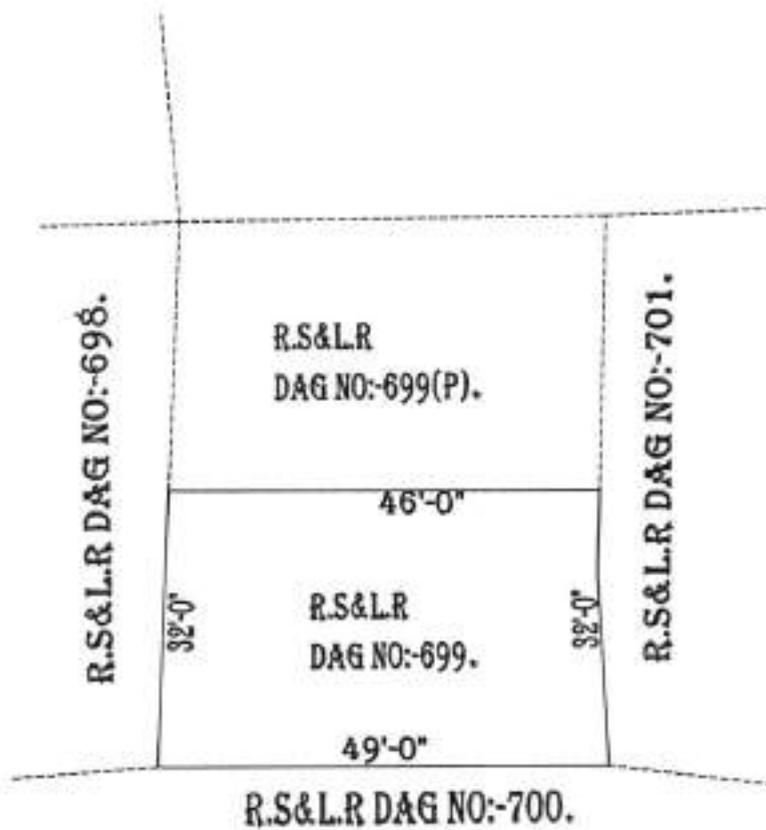
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SITE PLAN PART OF R.S&L.R DAG NO:-699.IN L.R KHATIAN NO:-158,544,1305,1306,
1307.AT MOUZA:-KALIKAPUR.J.L NO:-40.R.S NO:-143.TOUZI NO:-10.P.S:-RAJARHAT.
DISTRICT:-(NORTH)24 PARGANAS.UNDER:-PATHARGHATA GRAM PANCHAYET.



SCALE:-40'-0"=1 INCH.

AREA OF LAND
3.50 SATAK(M/L).



Abul Khayem Mondal
Abul Siddique Mondal
Abul Kalam Mondal
GIRI GIRI Mondal
Abu Taleb Mondal

RANJIT MONDAL
Surveyor
C18

Vinayak Realtech Properties LLP
54-56-58-60
Vinita Gupta
Partner

COPYIED BY:
R. MONDAL
NEW TOWN

DEVELOPER

LANDOWNERS



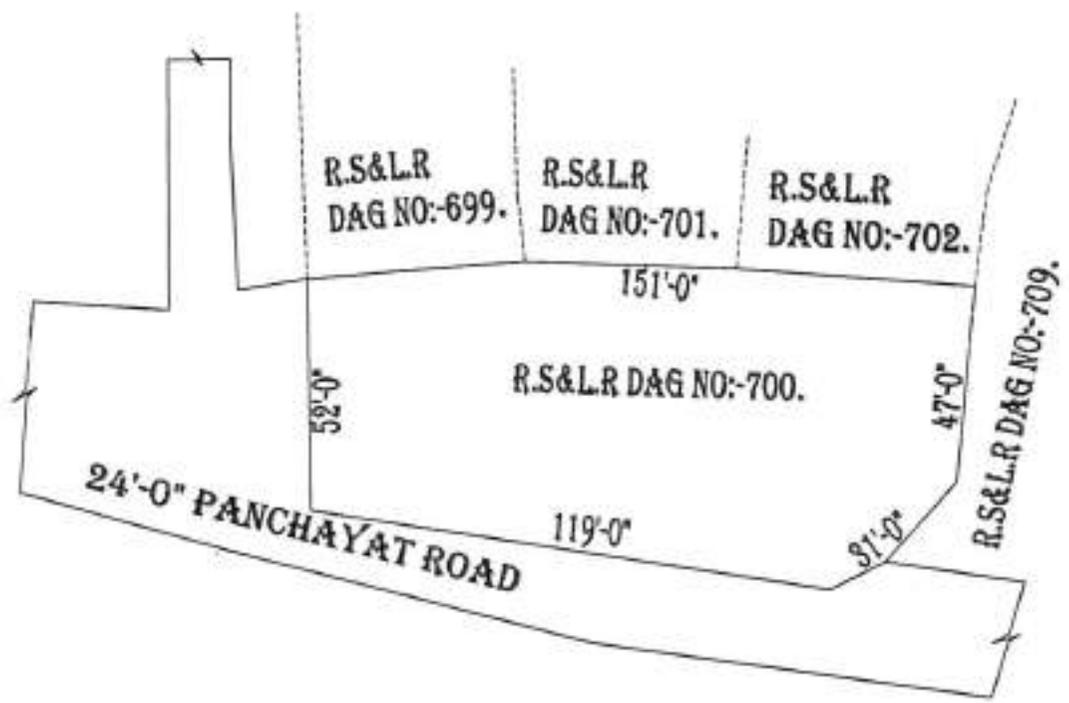
1
ADULTS REC. 1900
DEPARTMENT OF
2700

SITE PLAN PART OF R.S&L.R DAG NO:-700.IN L.R KHATIAN NO:-158,544,1305,1306, 1307.AT MOUZA:-KALIKAPUR.J.L NO:-40.R.S NO:-143.TOUZI NO:-10.P.S:-RAJARHAT. DISTRICT:-(NORTH)24 PARGANAS.UNDER:-PATHARGHATA GRAM PANCHAYET.



SCALE:-40'-0"=1INCH.

AREA OF LAND
22 SATAK(M/L).



Abul Khajer Mondal
Abul Siddique Mondal
Abul Kalam Mondal
GIRI RAJ
Abul Taleb Mondal

R

Vinayak Realtech Properties LLP
5050-100
Vinita Gupta
Partner

616
New Town
COPYIED BY:
R. MONDAL
NEW TOWN

DEVELOPER

LANDOWNERS



2

ADDITIONAL REGISTRAR
OF ASSIGNMENT

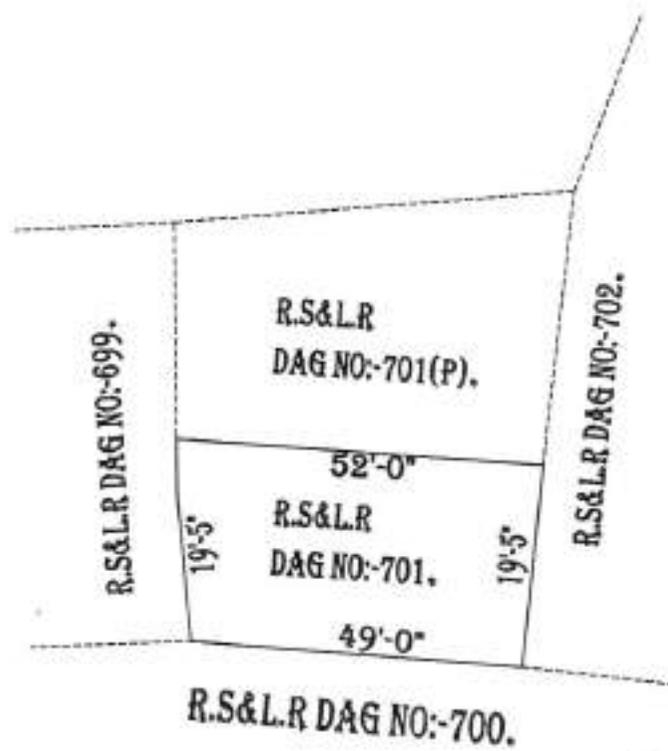
27 MAY 2001

SITE PLAN PART OF R.S&L.R DAG NO:-701.IN L.R KHATIAN NO:-158,544,1305,1306,
1307.AT MOUZA:-KALIKAPUR.J.L NO:-40.R.S NO:-143.TOUZI NO:-10.P.S:-RAJARHAT.
DISTRICT:-(NORTH)24 PARGANAS.UNDER:-PATHARGHATA GRAM PANCHAYET.



SCALE:-40'-0"=1 INCH.

AREA OF LAND
2.25 SATAK(M/L).



Abul Khasim Mondal
Abul Siddique Mondal
Abul Kalam Mondal
GIRI R. S. Mondal
Abu Taleb Mondal

Vinayak Realtech Properties LLP
5432-6001
Vinita Gupta
Partner

DEVELOPER

LANDOWNERS

COPYIED BY:
R. MONDAL
NEW TOWN



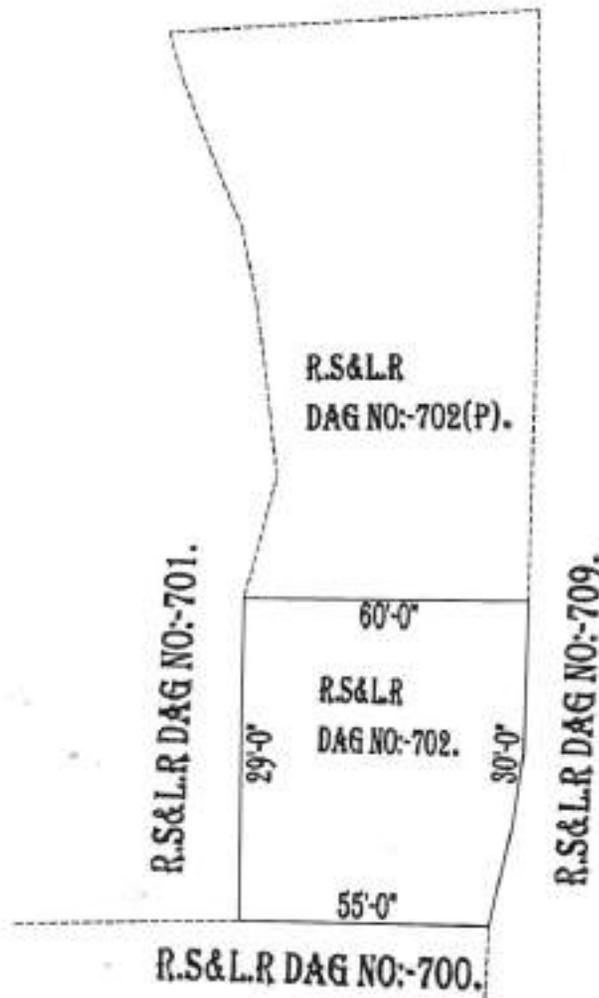
ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
27 MAR 2024

SITE PLAN PART OF R.S&L.R DAG NO:-702.IN L.R KHATIAN NO:-158,544,1305,1306,
1307.AT MOUZA:-KALIKAPUR.J.L NO:-40.R.S NO:-143.TOUZI NO:-10.P.S:-RAJARHAT.
DISTRICT:-(NORTH)24 PARGANAS.UNDER:-PATHARGHATA GRAM PANCHAYET.



SCALE:-40'-0"= 1INCH.

AREA OF LAND
04 SATAK(M/L).



Abul Khajaz Mondal
Abul Siddique Mondal
Abul Kalam Mondal
৬১২০১২৩২৫৩০০
Abu Taleb Mondal

Vinayak Realtech Properties LLP
56-50-6-4-
Vinita Gupta
Partner

DEVELOPER

LANDOWNERS

COPYIED BY:
R. MONDAL
NEW TOWN

R

610



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

27 MAR 2003

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ABU TALEB MONDAL
YAKUB ALI MONDAL
09/05/1981

Permanent Account Number

AXEPM2073L

Abu Taleb Mondal

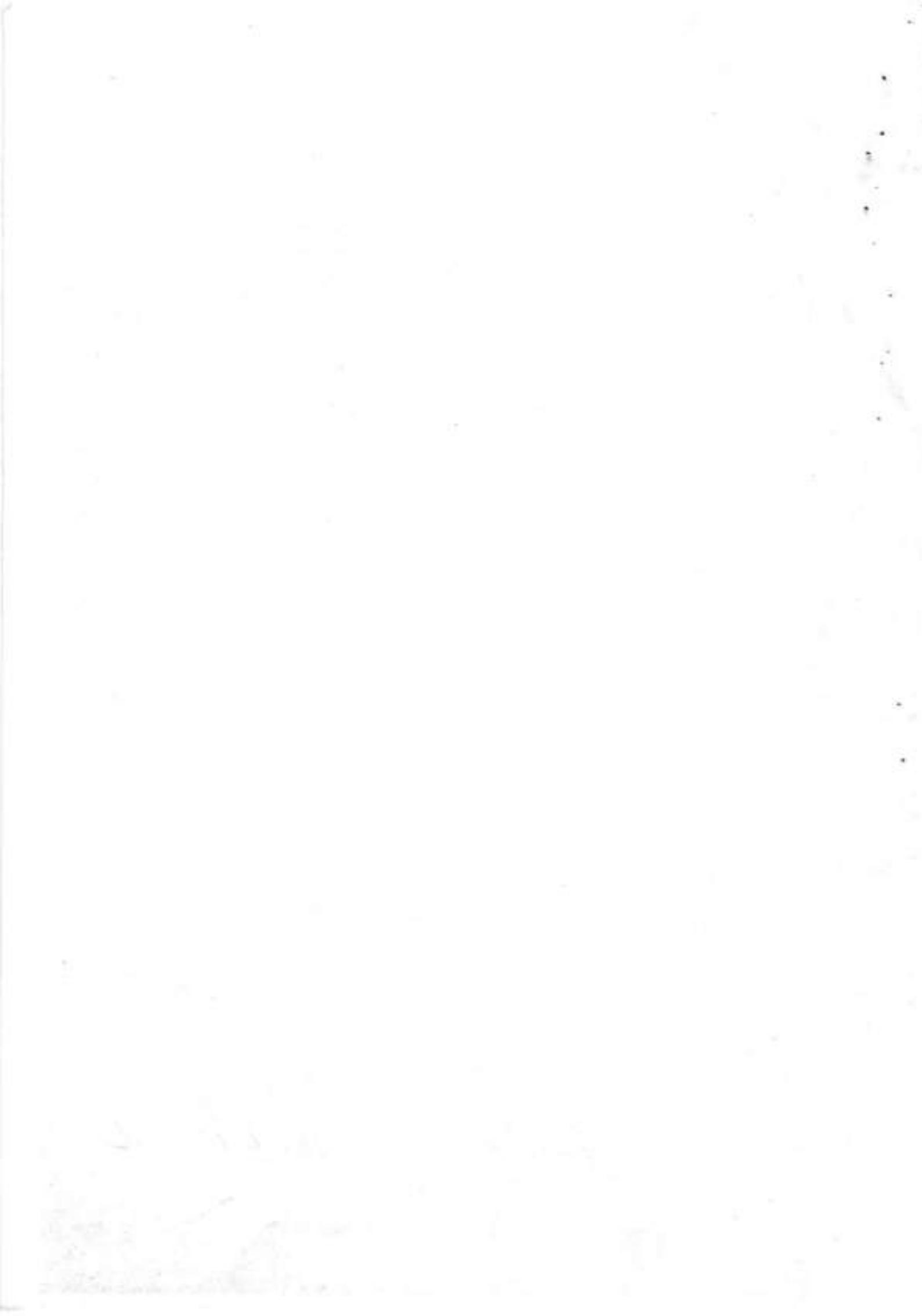
Signature

2733

29

50256





भारत सरकार
Government of India

भारतीय विशिष्ट परिचय प्राधिकरण
Unique Identification Authority of India

तलिकातुक्तिर नम्बर / Enrollment No.: 0013/15009/00549

To

आबुतालेब मन्डल

ABUTALEB MONDAL

C/O Yakub Ali Mondal,

N0001, Patharghata,

Tegharia,

VTC: Kasinathpur,

PO: Kasinathpur,

Sub District: Rajarhat, District: North 24 Parganas,

State: West Bengal,

PIN Code: 700135,

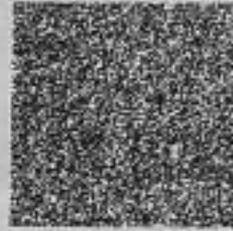
Mobile: 6289076841

12/12/2012

5618743



MF056187434F1



आपनार आधार संख्या / Your Aadhaar No. :

8715 8679 2125

आमार आधार, आमार परिचय



भारत सरकार

Government of India



आबुतालेब मन्डल

ABUTALEB MONDAL

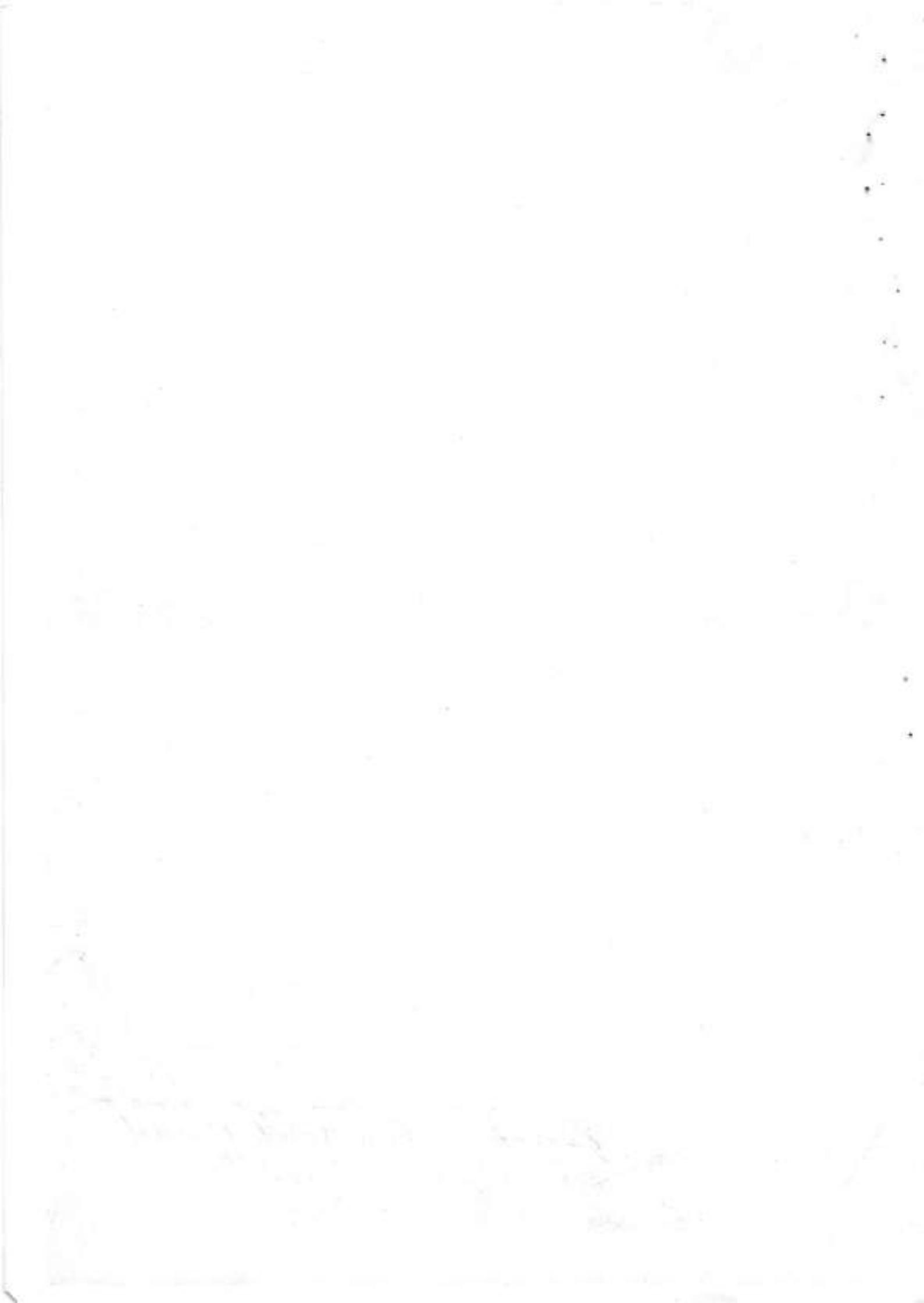
अन्वतरिब / DOB : 09/05/1981

पुरुष / Male

8715 8679 2125

आमार आधार, आमार परिचय

12/12/2012



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ABU TAHER MONDAL
YAKUB ALI MONDAL

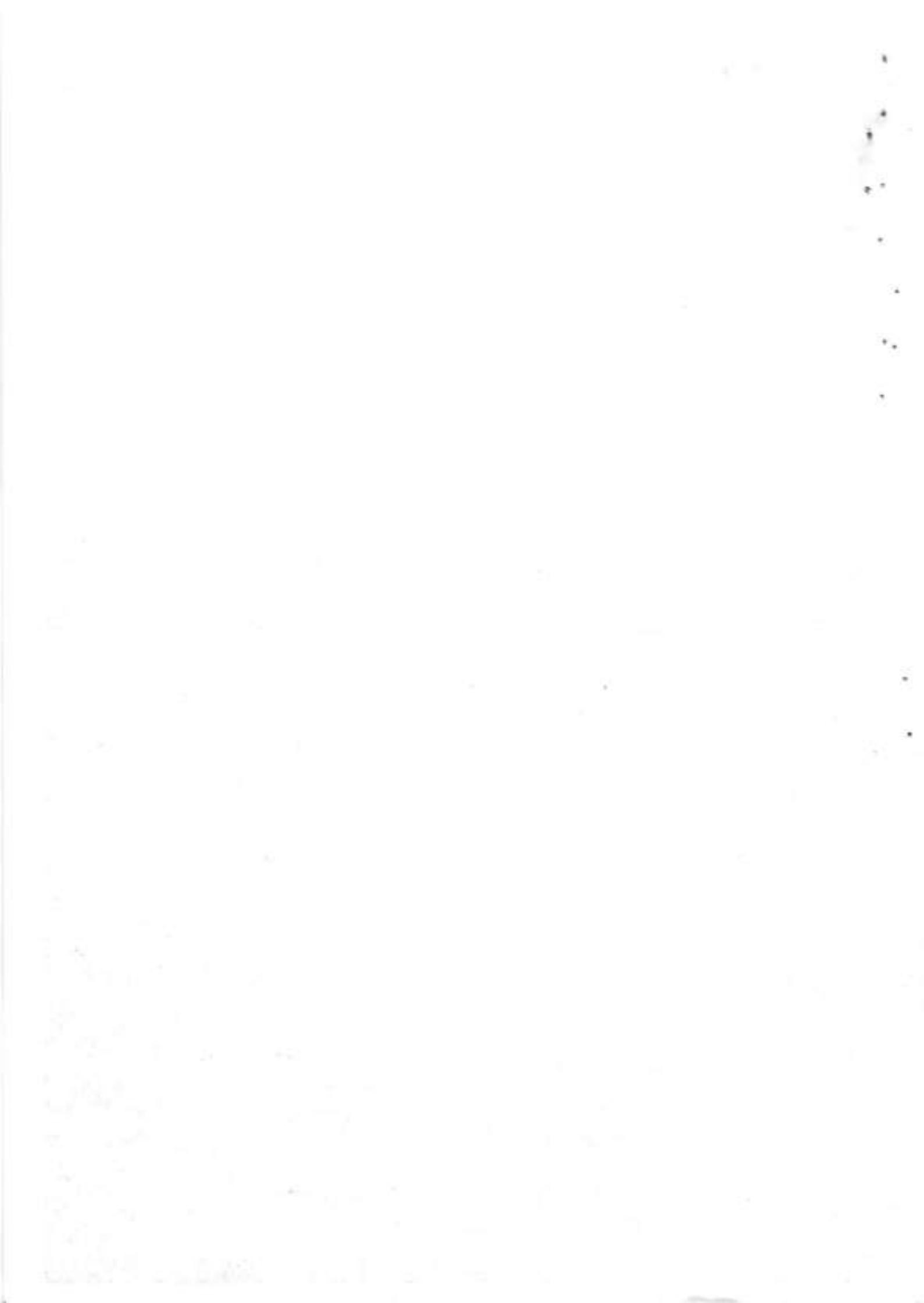
01/01/1978
Permanent Account Number
BBPPM7401L

Signature



आयकर विभाग / Income Tax Department
आयकर सेवा केंद्र / Income Tax PAN Service Centre (ITSC)
प्लॉट नं. 3, सेक्टर 11, CED ब्लॉक,
नई दिल्ली - 110 014

आयकर विभाग / Income Tax Department
आयकर सेवा केंद्र / Income Tax PAN Service Centre
प्लॉट नं. 3, सेक्टर 11, CED ब्लॉक,
नई दिल्ली - 110 014



ভারত সরকার
Government of India

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

তালিকাভুক্তির আই ডি / Enrollment No. : 0013/15016/01436

17/11/2012

08442465

To
Abutaher Mondal
আবুতাহের মন্ডল
C/O Yakub Ali Mondal,
Tegharia,
Kashinathpur,
VTC: Kasinathpur, PO: Kashinathpur,
Sub-District: Rajarhat, District: North 24 Parganas,
State: West Bengal, PIN Code: 700135,
Mobile: 9836898902



KF084424655FI



আপনার আধার সংখ্যা / Your Aadhaar No. :

2856 4069 3431

আমার আধার, আমার পরিচয়



ভারত সরকার
Government of India

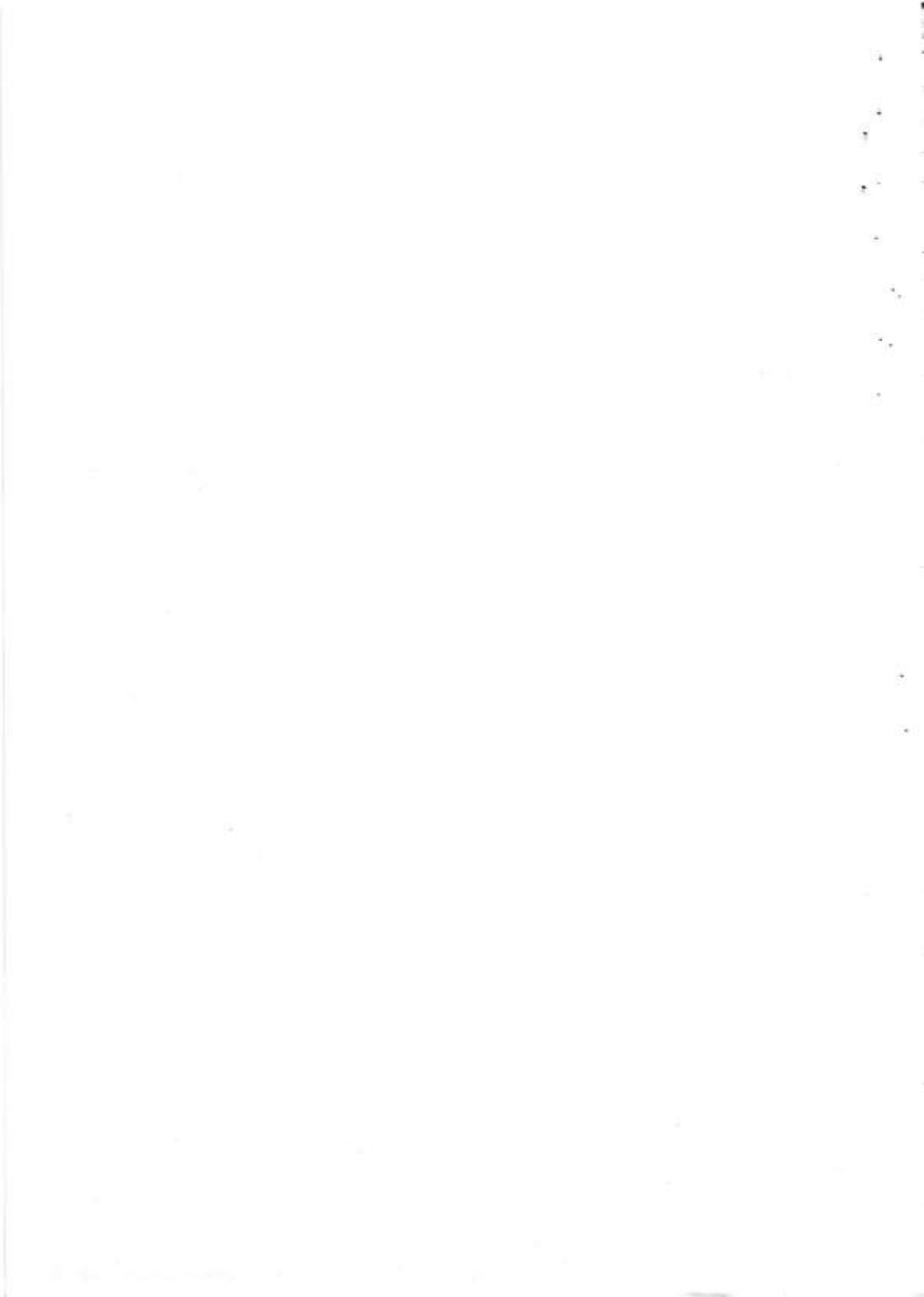


আবুতাহের মন্ডল
Abutaher Mondal
জন্ম তারিখ / DOB: 01/01/1979
পুং / Male

2856 4069 3431

আমার আধার, আমার পরিচয়

17/11/2012



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
BBKPM0159A



नाम / Name
ABUL KALAM MONDAL

पिता का नाम / Father's Name
YAKUB ALI MONDAL

पैन संख्या / PAN
18/03/1178

हस्ताक्षर / Signature

71443

In case this card is lost / found, kindly inform / return to:

Income Tax PAN Services Unit, UTTIISL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 514.

यदि कार्ड खो जाये/प्राप्त हो, कृपया सूचित करें/सौंपें।
आयकर सेवा सेवा इकाई, UTTIISL
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई - 400 514.

आयकर संपर्क केंद्र
For Income Tax Related
Queries call Toll Free No.
1861
or
1800 30 1861





ভারতের প্রথম, কার্যকরী স্বাক্ষর সনদ
 Unique Identity Card / অনন্যতম চিহ্নসংকেত / অনন্যতম প্রমাণপত্র
 Unique ID / আনন্যতম সনদ স্বাক্ষর

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- This is electronically generated letter.

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 - এই কার্ডে অনন্যতম চিহ্নসংকেত সনদকারী ও বিশ্বস্তকারী পরিষেবা প্রদানের সামর্থ্য আছে।
 - এই কার্ডে অনন্যতম মোবাইল নাম্বার ও ইমেইল আইডি অনন্যতম সনদ।
 - এই কার্ডে নিজের ছবি দেখান সাদৃশ্য, mAadhaar App ERI।
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ভারতীয় চিহ্নসংকেত-পরিচয়-প্রাধিকরণ
 Unique Identification Authority of India

Download Date: 15/01/2023

Address:
 C/O Yakub Ali Mondal, N0001, Tegharia,
 Kashiabour, North 24 Parganas,
 West Bengal - 700125

3969 1884 9310
 VID : 9139 0647 5193 8833

www.aadhaar.gov.in



ভারত সরকার
 Government of India

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
 Unique Identification Authority of India

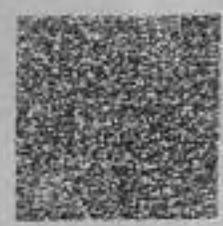
ভুক্তিকার্তৃপত্র নম্বর/ Enrolment No.: 0013/15007/00763

Download Date: 15/01/2023

To
 মওলু কলাম মন্ডল
 ABUL KALAM MONDAL
 C/O Yakub Ali Mondal
 N0001
 Tegharia
 Kashiabour
 Kashiabour
 North 24 Parganas West Bengal - 700125
 9606038420

Download Date: 15/01/2023

Signature valid



আপনার আধার সংখ্যা / Your Aadhaar No. :

3969 1884 9310
 VID : 9139 0647 5193 8833

আমার আধার, আমার পরিচয়

Download Date: 15/01/2023

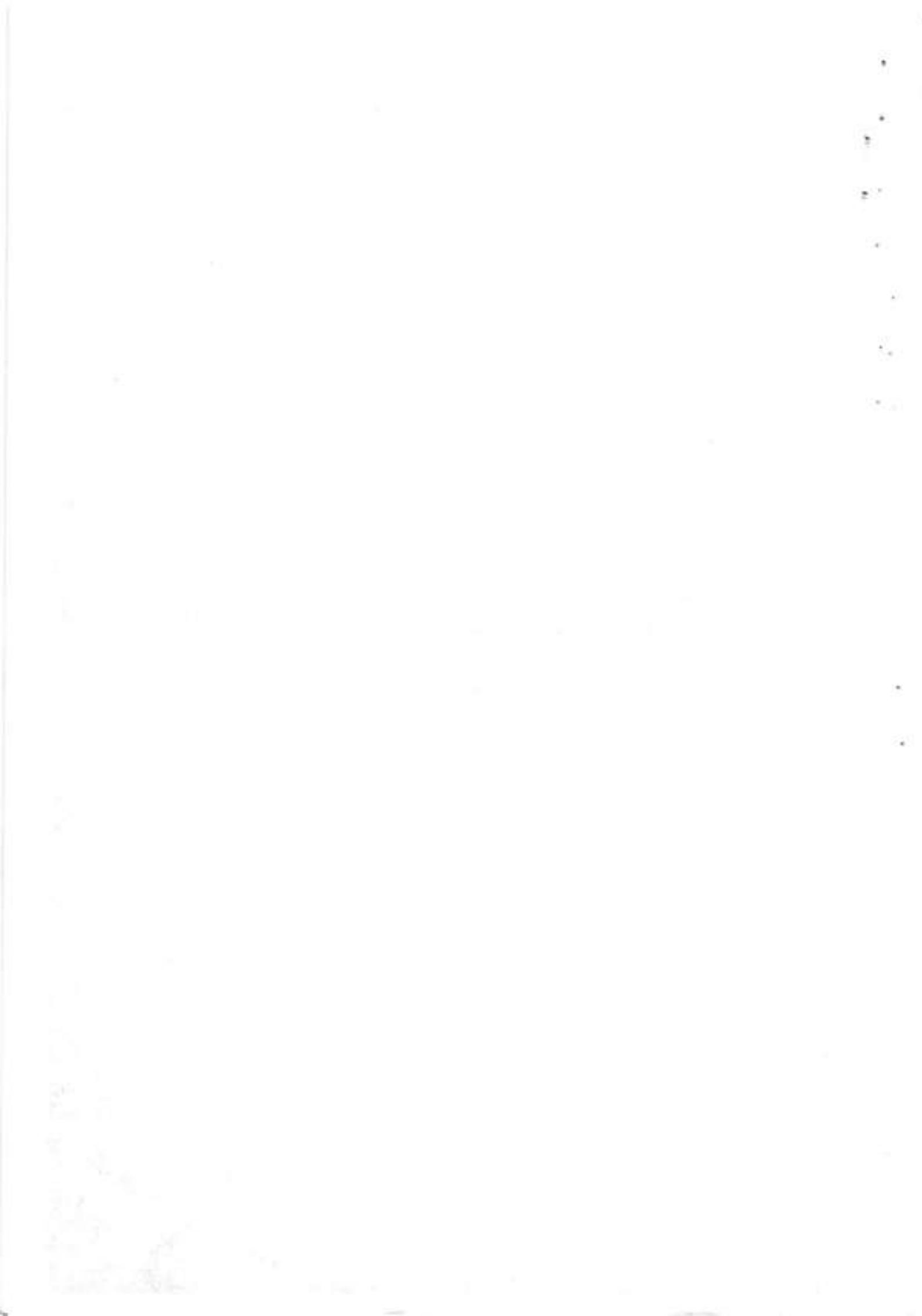
ABUL KALAM MONDAL
 ABUL KALAM MONDAL
 জন্ম তারিখ/DOB: 15/03/1978
 পুরুষ MALE

3969 1884 9310
 VID : 9139 0647 5193 8833

আমার আধার, আমার পরিচয়



Download Date: 15/01/2023





ভারত সরকার
Government of India

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ভালিকাঙ্কির নম্বর / Enrollment No.: 0013/15009/01912

To

আবুল খয়ের মন্ডল

ABUL KHAYER MONDAL

C/O Yakub Ali Mondal,

N0001, Tegharia,

VTC: Kasinathpur,

PO: Kashinathpur,

Sub District: Rajarhat, District: North 24 Parganas,

State: West Bengal,

PIN Code: 700135,

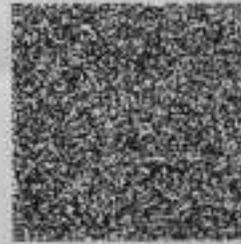
Mobile: 9874514658

12/12/2012

11692465



MF116924655FI



আপনার আধার সংখ্যা / Your Aadhaar No. :

9144 5171 6434

আমার আধার, আমার পরিচয়



ভারত সরকার

Government of India



আবুল খয়ের মন্ডল

ABUL KHAYER MONDAL

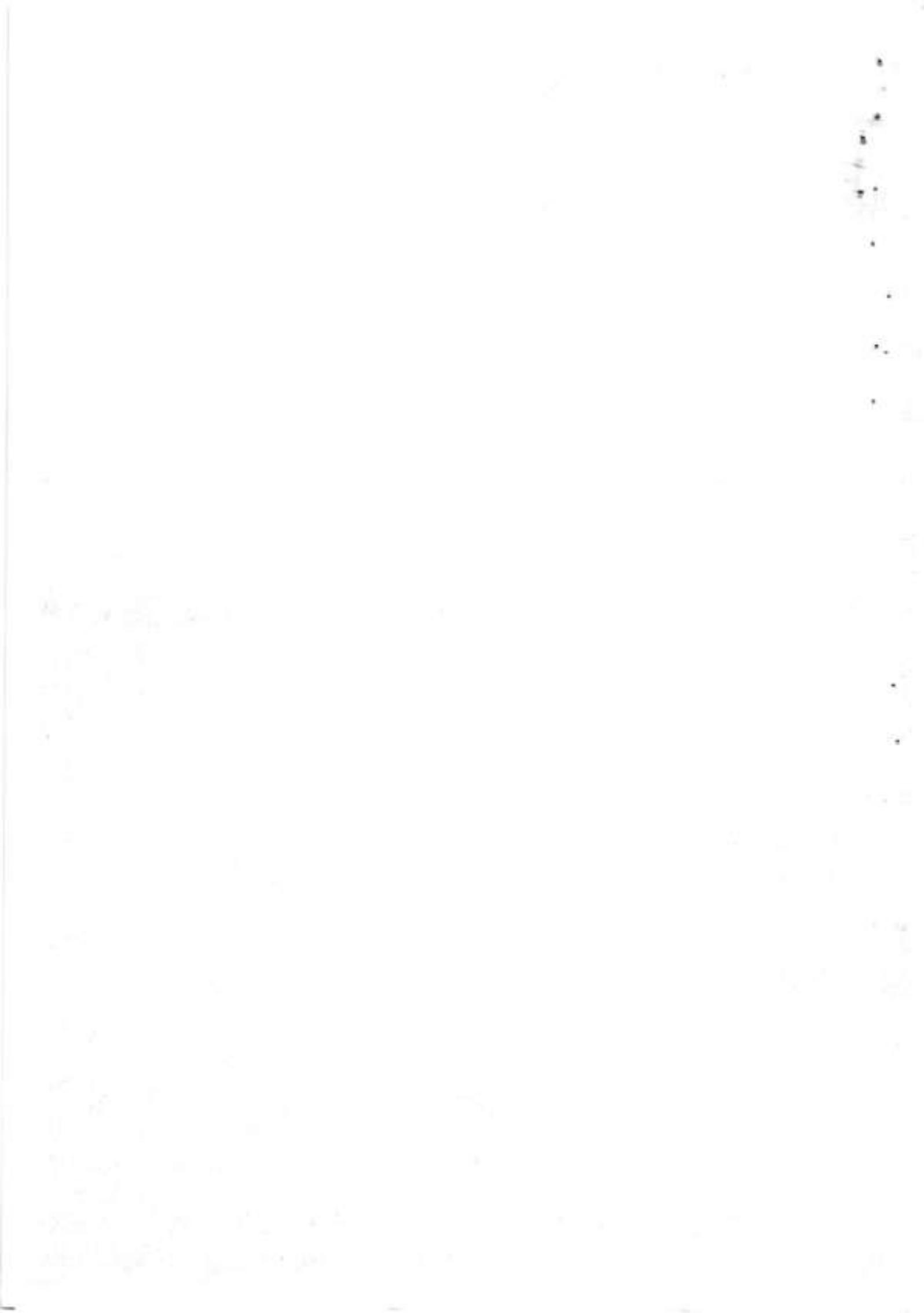
জন্মতারিখ / DOB : 02/02/1969

পুরুষ / Male

12/12/2012

9144 5171 6434

আমার আধার, আমার পরিচয়



आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

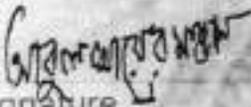
GOVT. OF INDIA

ABUL KHAYER MONDAL
YAKUB ALI MONDAL

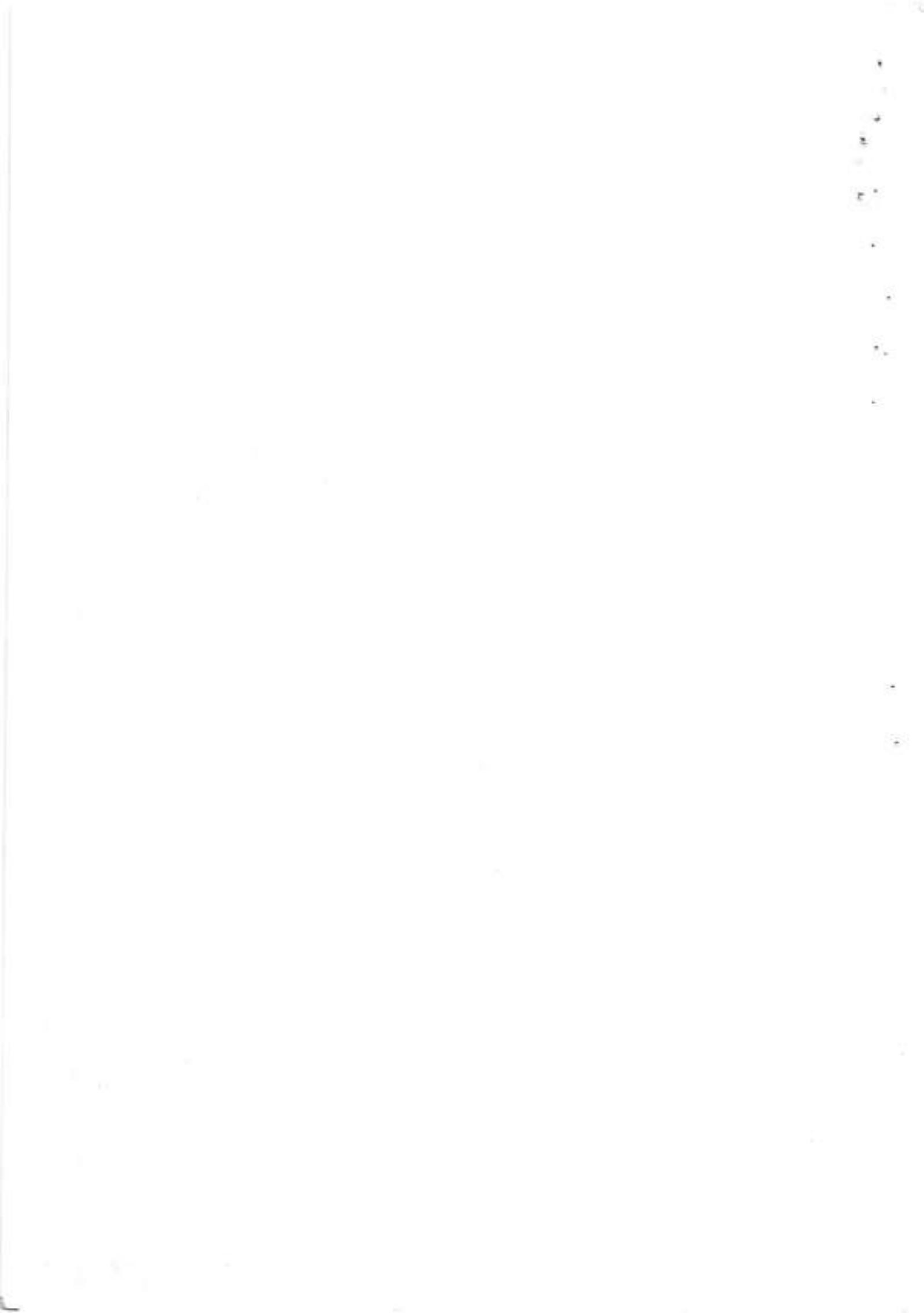
02/02/1969

Permanent Account Number

BBPPM7403J


Signature





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

তালিকাভুক্তির নম্বর / Enrollment No.: 1111/19073/03818

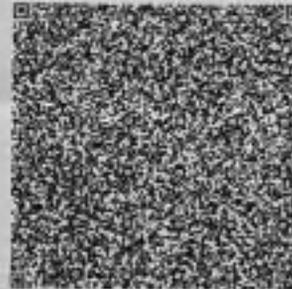
To
আবুল সিদ্দিক মন্ডল
Abul Siddique Mondal
TEGHARIA,
KASHINATHPUR,
VTC: Patharghata,
PO: Patharghata,
District: North Twenty Four Parganas,
State: West Bengal,
PIN Code: 700135

17/11/2012

182114077



UA025175073IN



আপনার আধার সংখ্যা / Your Aadhaar No. :

5895 8744 8220

আমার আধার, আমার পরিচয়



ভারত সরকার

Government of India

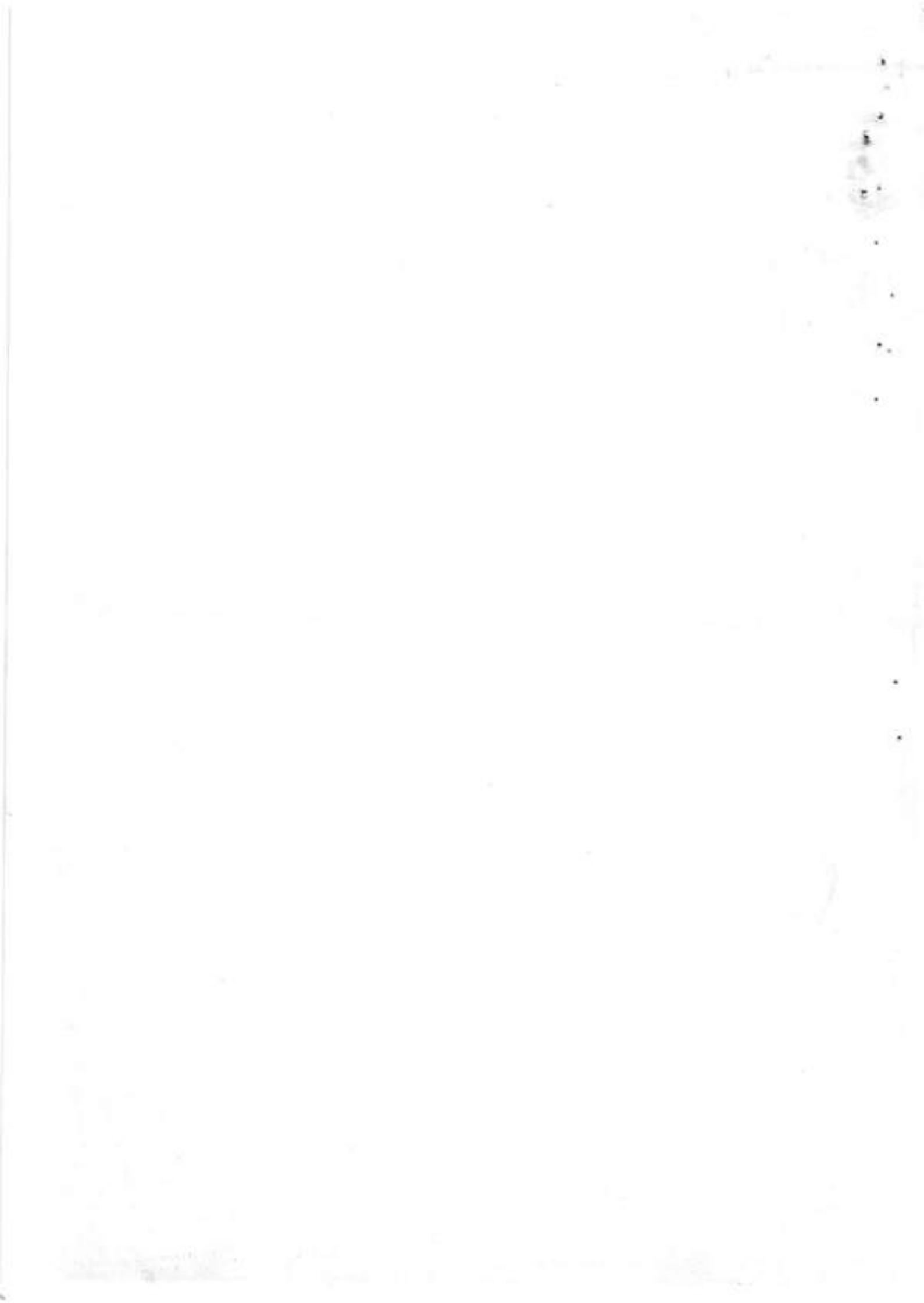


আবুল সিদ্দিক মন্ডল
Abul Siddique Mondal
জন্মতারিখ / DOB : 10/03/1973
পুরুষ / MALE



5895 8744 8220

আমার আধার, আমার পরিচয়



आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

ABUL SIDDIQUE MONDAL
YAKUB ALI MONDAL

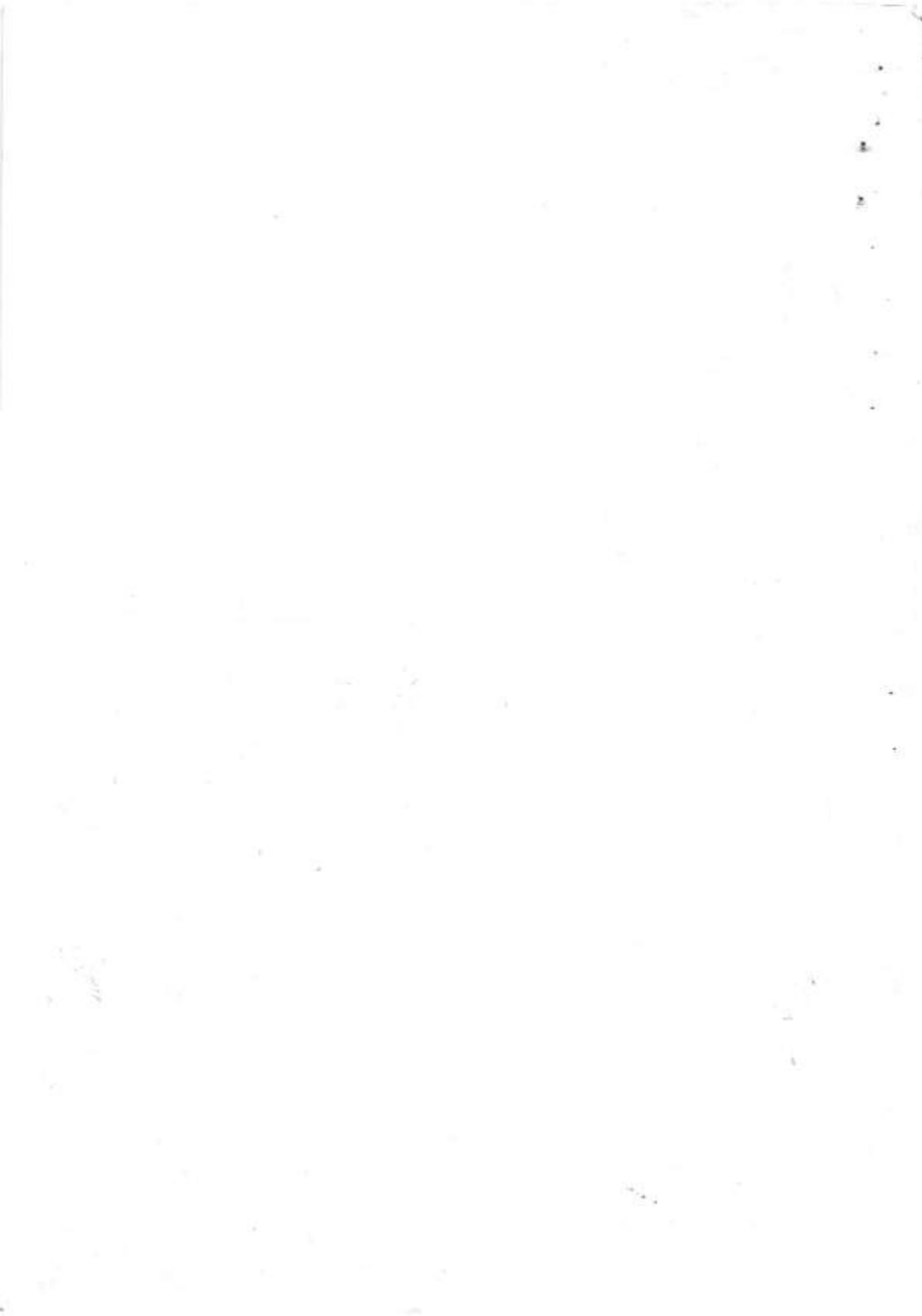
03/04/1973

Permanent Account Number

BBPPM7398A

Abul Siddique Mondal
Signature







BAR COUNCIL OF WEST BENGAL

a body constituted under the Advocate Act, 1961
7 & 3, Khera Sankar Roy Road, City Civil Court Building, 7th Fl., Kol-700 001
Phone : 2246 8856, 2249-7333, 2230-5771, Tele Fax : 2249-7233
E-mail : westbengalbarcouncil@gmail.com
Website : www.westbengalbarcouncil.org

IDENTITY CARD

NAME : **MD. SHOYEB KHAN, Advocate**

Father's/Husband's Name **Md. Shahidul Islam**



Shyamal Ghatak
(SHYAMAL GHATAK)
Chairman Executive Committee

Ashok Kumar Deb
(ASHOK KUMAR DEB)
Chairman

Card No. F-1867

Address Recorded on the Roll 83/B, Bancel Road, Kolkata-700 019

Present Address DO

Enrolment No. F/ 6125/2021

Dated 27.01.2022 Date of Birth 07.04.1989

Date 02.03.2022

NB : Valid till WB No. is not assigned


Secretary / Assistant Secretary

Major Information of the Deed

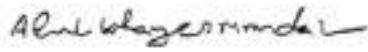
Deed No :	I-1902-04136/2023	Date of Registration	27/03/2023
Query No / Year	1902-2000778049/2023	Office where deed is registered	
Query Date	23/03/2023 12:31:48 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Sourav Dhara 1B, Old Post Office Street, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8777379262, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,50,01,875/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,121/- (Article:48(g))	Rs. 20,105/- (Article:E, E, B)		
Remarks			

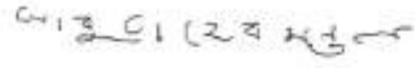
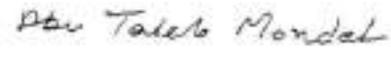
Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur, JI No: 40, Pin Code : 700157

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-699 (RS :-)	LR-1305	Bastu	Shali	3.5 Dec		16,53,750/-	Property is on Road Adjacent to Metal Road,
L2	LR-700 (RS :-)	LR-1306	Bastu	Shali	22 Dec		1,03,95,000/-	Property is on Road Adjacent to Metal Road,
L3	LR-701 (RS :-)	LR-1307	Bastu	Shali	2.25 Dec		10,63,125/-	Property is on Road Adjacent to Metal Road,
L4	LR-702 (RS :-)	LR-158	Bastu	Shali	4 Dec		18,90,000/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			31.75Dec	0 /-	150,01,875 /-	
		Grand Total :			31.75Dec	0 /-	150,01,875 /-	

Land Lord Details :

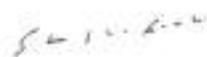
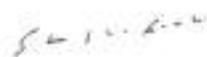
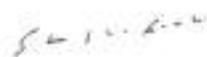
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Abul Khayer Mondal Son of Mr Yukub All Mondal Executed by: Self, Date of Execution: 27/03/2023 , Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office			
		27/03/2023	LTI 27/03/2023	27/03/2023
Kashinathpur, City:- , P.O:- Kashinathpur, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: BBxxxxxx3J, Aadhaar No: 91xxxxxxxx6434, Status :Individual, Executed by: Self, Date of Execution: 27/03/2023 , Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office				
2	Name Mr Abul Siddique Mondal Son of Yukub Ali Mondal Executed by: Self, Date of Execution: 27/03/2023 , Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office			
		27/03/2023	LTI 27/03/2023	27/03/2023
Kashinathpur, City:- , P.O:- Kashinathpur, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: BBxxxxxx8A, Aadhaar No: 58xxxxxxxx8220, Status :Individual, Executed by: Self, Date of Execution: 27/03/2023 , Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office				
3	Name Mr Abul Kalam Mondal Son of Yukub All Mondal Executed by: Self, Date of Execution: 27/03/2023 , Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office			
		27/03/2023	LTI 27/03/2023	27/03/2023
Kashinathpur, City:- , P.O:- Kashinathpur, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: BBxxxxxx9A, Aadhaar No: 39xxxxxxxx9310, Status :Individual, Executed by: Self, Date of Execution: 27/03/2023 , Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	Mr Abu Taher Mondal Son of Yukub Ali Mondal Executed by: Self, Date of Execution: 27/03/2023 , Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office			
	27/03/2023	LTI 27/03/2023	27/03/2023	
Kashinathpur, City:- , P.O:- Kashinathpur, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: BBxxxxxx1L, Aadhaar No: 28xxxxxxxx3431, Status :Individual, Executed by: Self, Date of Execution: 27/03/2023 , Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office				
5	Name	Photo	Finger Print	Signature
	Mr Abu Taleb Mondal Son of Mr Yukub Ali Mondal Executed by: Self, Date of Execution: 27/03/2023 , Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office			
	27/03/2023	LTI 27/03/2023	27/03/2023	
Kahsinathpur, City:- , P.O:- Kashinathpur, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AXxxxxxx3L, Aadhaar No: 87xxxxxxxx2125, Status :Individual, Executed by: Self, Date of Execution: 27/03/2023 , Admitted by: Self, Date of Admission: 27/03/2023 ,Place : Office				

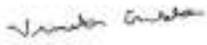
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	VINAYAK REALTECH PROPERTIES LLP T-68, Teghoria Main Road, City:- , P.O:- Haliara, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 , PAN No.:: AAxxxxxx9M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SHISHIR GUPTA (Presentant) Son of Late SHREE BHAGWAN GUPTA Date of Execution - 27/03/2023, , Admitted by: Self, Date of Admission: 27/03/2023, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>Mar 27 2023 6:29PM</td> <td>LTI 27/03/2023</td> <td>27/03/2023</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr SHISHIR GUPTA (Presentant) Son of Late SHREE BHAGWAN GUPTA Date of Execution - 27/03/2023, , Admitted by: Self, Date of Admission: 27/03/2023, Place of Admission of Execution: Office				Mar 27 2023 6:29PM	LTI 27/03/2023	27/03/2023	
Name	Photo	Finger Print	Signature										
Mr SHISHIR GUPTA (Presentant) Son of Late SHREE BHAGWAN GUPTA Date of Execution - 27/03/2023, , Admitted by: Self, Date of Admission: 27/03/2023, Place of Admission of Execution: Office													
Mar 27 2023 6:29PM	LTI 27/03/2023	27/03/2023											

30, Vidyasagar Street, City:- , P.O:- Amherst Street, P.S:-Amherst Street, District:-Kolkata, West Bengal, India, PIN:- 700009, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: A1xxxxxx8N, Aadhaar No: 79xxxxxxxx7873 Status : Representative, Representative of : VINAYAK REALTECH PROPERTIES LLP (as Partner)

2	Name	Photo	Finger Print	Signature
	Mrs VINITA GUPTA Wife of SHISHIR GUPTA Date of Execution - 27/03/2023, , Admitted by: Self, Date of Admission: 27/03/2023, Place of Admission of Execution: Office			
		Mar 27 2023 5:56PM	L11 27/03/2023	27/03/2023
	30, Vidyasagar Street, City:- , P.O:- Amherst Street, P.S:-Amherst Street, District:-Kolkata, West Bengal, India, PIN:- 700157, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx7C, Aadhaar No: 39xxxxxxxx1719 Status : Representative, Representative of : VINAYAK REALTECH PROPERTIES LLP (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Md Shoyeb KHAN Son of Md Shahidul Islam High Court Calcutta, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
	27/03/2023	27/03/2023	27/03/2023
Identifier Of Mr SHISHIR GUPTA, Mrs VINITA GUPTA, Mr Abul Khayer Mondal, Mr Abul Siddique Mondal, Mr Abul Kalam Mondal, Mr Abu Taher Mondal, Mr Abu Taleb Mondal			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Abul Khayer Mondal	VINAYAK REALTECH PROPERTIES LLP-0.7 Dec
2	Mr Abul Siddique Mondal	VINAYAK REALTECH PROPERTIES LLP-0.7 Dec
3	Mr Abul Kalam Mondal	VINAYAK REALTECH PROPERTIES LLP-0.7 Dec
4	Mr Abu Taher Mondal	VINAYAK REALTECH PROPERTIES LLP-0.7 Dec
5	Mr Abu Taleb Mondal	VINAYAK REALTECH PROPERTIES LLP-0.7 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr Abul Khayer Mondal	VINAYAK REALTECH PROPERTIES LLP-4.4 Dec
2	Mr Abul Siddique Mondal	VINAYAK REALTECH PROPERTIES LLP-4.4 Dec
3	Mr Abul Kalam Mondal	VINAYAK REALTECH PROPERTIES LLP-4.4 Dec
4	Mr Abu Taher Mondal	VINAYAK REALTECH PROPERTIES LLP-4.4 Dec
5	Mr Abu Taleb Mondal	VINAYAK REALTECH PROPERTIES LLP-4.4 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr Abul Khayer Mondal	VINAYAK REALTECH PROPERTIES LLP-0.45 Dec
2	Mr Abul Siddique Mondal	VINAYAK REALTECH PROPERTIES LLP-0.45 Dec
3	Mr Abul Kalam Mondal	VINAYAK REALTECH PROPERTIES LLP-0.45 Dec
4	Mr Abu Taher Mondal	VINAYAK REALTECH PROPERTIES LLP-0.45 Dec
5	Mr Abu Taleb Mondal	VINAYAK REALTECH PROPERTIES LLP-0.45 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr Abul Khayer Mondal	VINAYAK REALTECH PROPERTIES LLP-0.8 Dec
2	Mr Abul Siddique Mondal	VINAYAK REALTECH PROPERTIES LLP-0.8 Dec
3	Mr Abul Kalam Mondal	VINAYAK REALTECH PROPERTIES LLP-0.8 Dec
4	Mr Abu Taher Mondal	VINAYAK REALTECH PROPERTIES LLP-0.8 Dec
5	Mr Abu Taleb Mondal	VINAYAK REALTECH PROPERTIES LLP-0.8 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur, JI No: 40, Pin Code : 700157

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 699, LR Khatian No:- 1305	Owner: আবুল কলাম মন্ডল, Gurdian: ইব্রাহীম আলি মন্ডল, Address: মাঃ জেফরিয়া, Classification: ভাঙ্গা, Area: 0.01000000 Acre,	Mr Abul Khayer Mondal
L2	LR Plot No:- 700, LR Khatian No:- 1306	Owner: আবু তাহের মন্ডল, Gurdian: ইব্রাহীম আলি মন্ডল, Address: জেফরিয়া, Classification: ভাঙ্গা, Area: 0.04000000 Acre,	Mr Abul Siddique Mondal
L3	LR Plot No:- 701, LR Khatian No:- 1307	Owner: আবু তাহের মন্ডল, Gurdian: ইব্রাহীম আলি মন্ডল, Address: জেফরিয়া, Classification: ভাঙ্গা, Area: 0.01000000 Acre,	Mr Abul Kalam Mondal

L4	LR Plot No:- 702, LR Khatian No:- 158	Owner: अबु तहर मंडल , Gurdian: अबु तहर मंडल , Address: मिना , Classification: वसिवात , Area: 0.01000000 Acre,	Mr Abu Taher Mondal
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On 27-03-2023

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 17:17 hrs on 27-03-2023, at the Office of the A.R.A. - II KOLKATA by Mr SHISHIR GUPTA ,.

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 1,50,01,875/-

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

Execution is admitted on 27/03/2023 by 1. Mr Abul Khayer Mondal, Son of Mr Yukub Ali Mondal, Kashinathpur, P.O: Kashinathpur, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by Profession Business, 2. Mr Abul Siddique Mondal, Son of Yukub Ali Mondal, Kashinathpur, P.O: Kashinathpur, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by Profession Business, 3. Mr Abul Kalam Mondal, Son of Yukub Ali Mondal, Kashinathpur, P.O: Kashinathpur, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by Profession Business, 4. Mr Abu Taher Mondal, Son of Yukub Ali Mondal, Kashinathpur, P.O: Kashinathpur, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by Profession Business, 5. Mr Abu Taleb Mondal, Son of Mr Yukub Ali Mondal, Khashinathpur, P.O: Kashinathpur, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Muslim, by Profession Business

Indetified by Md Shoyeb KHAN, , Son of Md Shahidul Islam, High Court Calcutta, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

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

Execution is admitted on 27-03-2023 by Mr SHISHIR GUPTA, Partner, VINAYAK REALTECH PROPERTIES LLP, T-68, Teghoria Main Road, City:- , P.O:- Hatiara, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:-700157

Indetified by Md Shoyeb KHAN, , Son of Md Shahidul Islam, High Court Calcutta, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Execution is admitted on 27-03-2023 by Mrs VINITA GUPTA, Partner, VINAYAK REALTECH PROPERTIES LLP, T-68, Teghoria Main Road, City:- , P.O:- Hatiara, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:-700157

Indetified by Md Shoyeb KHAN, , Son of Md Shahidul Islam, High Court Calcutta, P.O: GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,105.00/- (B = Rs 20,000.00/- ,E = Rs 21.00/- ,J = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/03/2023 4:25PM with Govt. Ref. No: 192022230348412891 on 24-03-2023, Amount Rs: 20,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2091360600 on 24-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

... Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs. 100.00/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 201245, Amount: Rs.100.00/-, Date of Purchase: 23/03/2023, Vendor name: S DEY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/03/2023 4:25PM with Govt. Ref. No: 192022230348412891 on 24-03-2023, Amount Rs: 40,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2091360600 on 24-03-2023, Head of Account 0030-02-103-003-02



Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 133568 to 133611
being No 190204136 for the year 2023.



Digitally signed by SATYAJIT BISWAS
Date: 2023.03.31 15:26:58 +05:30
Reason: Digital Signing of Deed.

fm2

(Satyajit Biswas) 2023/03/31 03:26:58 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)