1687/2020

I-1534/2020

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AD 691794

15/7/20

18-27

Certified that this document is admitted to registration. The signature sheet and the Endorsement sheet attached to this document are part of this document.

Additional District Sub-Registrar
Bankura

15 JUL 2020.

0.2/724 996/20

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 15th Day of July, Two Thousand Twenty (2020) in.

BETWEEN M/S. VINIMAY PVT. LTD. (PAN : AADCS7247K), a company incorporated under the Indian Companies Act, 1956, having its registered Office at 15B, Kalakar Street, P.O. Kalakar Street, P.S. Posta, Kolkata – 700007, represented by its Director, Sri Sunil Kumar Agarwal (PAN : ADLPA4860C, AADHAR No. 5791 8769 6402, Mob. No. 9836457920), s/o Late Ram Pratap Agarwal of 55, Bangur Avenue, Block – D, P.O. Bangur Avenue, P.S. Lake Town, Kolkata – 700055, District – 24 Parganas (North), hereinafter referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the context mean and include its heirs, executors, legel representatives and assigns) of the FIRST PART.

Sunil Agarwal

21 02.7.2020

নং- তাং- মূল্য- 100/

ক্রেতার নাম ও সাং ..... SK. Kamarer Construction P.17.

ষ্ট্যাম্প ক্রেতার স্বাক্ষর ..... 68/C. N.M. Road.

বিধান নগর (সল্টলেক সিটি) এ ডি এস আর ও Kol-54

মোট ষ্ট্যাম্প ক্রয় করা হয়েছে .....

চালান নং ..... মোট কত টাকা মিলিত..... 18 MAY 2020

ট্রেজারী-বারাকপুর, ভেন্ডার-মিতা দত্ত 998000

A.D.S.R., SEALDAH

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Dist.-South 24 Parganas

AND

M/S. SK KARMA CONSTRUCTION PVT. LTD. , (PAN : ABACS3128B), a Private Limited Company, represented by its Directors, SRI KOUSICK GUPATA (PAN ALQPG3443A, AADHAR No. 7471 2566 0857, Mob. No. 9836993859), s/o Sri Arjun Gupta and SMT. SUSAMA GUPTA (PAN ADQPG6518C, AADHAR No. 2178 3867 8005, Mob. No. 8777079816), w/o Sri Arjun Gupta, having its registered office at 68/C, Narkeldanga Main Road, P.O. Kankurgachi, P.S. Phoolbagan, Kolkata - 700054, hereinafter called and referred shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, successors-in-office and assigns) of the SECOND PART.

WHEREAS land measuring about 6 cottahs 7 chittaks 7 Sq. Ft. being Municipal premises no. 8/5, Suren Sarkar Road, P.O. & P.S. Beleghata, Kolkata-700010, District-24 Parganas (South), and also another land measuring about 2 cottahs 2 chittaks 12 Sq. Ft. being Municipal premises no. 8/4B, Suren Sarkar Road, P.O. & P.S. Beleghata, Kolkata-700010, District-24 Parganas (South), within the local limits of Kolkata Municipal Corporation under Ward No. 33, owned and possessed by Todays Abasan Pvt. Ltd., who acquired the aforesaid landed properties of the aforesaid two premises on getting executed and registered one Deed of Sale from the erstwhile owner, Sri, Jaharlal Pal and 3 others. The aforesaid persons acquired the said properties upon procuring loan from the Central Bank of India but the said Sri Jaharlal Pal and 3 others after procuring such loan from Central Bank of India could not pay of the amount of loan to the said bank authority and as a result of which the said bank authority in accordance with the provision of Securitization Act, and also upon observing and performing of provision of the said Act, Had seized the said two properties and thereby put the said two properties into auction sale and in the auction sale, the owner herein purchased the said property through the said bank on getting executed and registered a sale certificate in favour of the owner concern, M/S. SAJILI VINIMAY PVT. LTD. upon payment of proper amount of consideration as mentioned in the said sale certificate as was issued by the said bank authority in favour of the owner herein.

AND WHEREAS the owner herein upon becoming owner of the aforesaid two properties in the manner aforesaid had been in lawful and uninterrupted possession over the aforesaid two properties by exercising all its right of ownership and the said sale certificate has been registered in the Office of the Additional Register of Assurance-I, Calcutta and has been recorded in Book No. I, Volume No. 1901-2017 at Pages 15229 to 15251, Being No. 190100460 for the year 2017.

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AND WHEREAS the owner while is in possession of the aforesaid landed properties of the said two premises intended to develop the land of the said two premises by construction of a masonary building by obtaining sanction of building plan upon amalgamation of the aforesaid two lands of the said two premises into one by demolishing the existing structure as remain erected on the land of the said two premises. Since Director of the owner concern has got no his direct knowledge as to raising of construction of a masonary building and also owing to shortage of time, the 1st part herein, made contact with the partly of 2nd part to undertake the development of the said premises who is engaged in construction of masonary building in and around the city of Kolkata. The party of the 2nd part on such approach by the party of the 1st Part herein has agreed to undertake the development job on the land of the said premises by construction of masonary building at the own cost and expenses of the party of the 2nd part herein upon obtaining sanction of building plan from the Kolkata Municipal Corporation at its own cost and expenses and thereby the parties hereto had taken detailed discussions as to the prospect of the said project. The developer for the purpose or amalgamation of the land of the aforesaid two premises shall be entitled to observe and perform and execute all documents in accordance with the provision of law and in accordance with the of provision of Kolkata Municipal Corporation Act.

AND WHEREAS it is pertinent to mention here that prior to the date of execution of this development agreement, the parties hereto had entered into one Memorandum of Understanding on 31.01.2020 and in the said Memorandum of Understanding, certain terms and conditions were incorporated and it is also mentioned in the said Memorandum of Understanding that the parties hereto for avoiding all sorts of future complication and litigations shall execute and register one development agreement in between the parties herein and in accordance and in consistence with such terms of the said Memorandum of Understanding, the parties hereto at present have entered into this development agreement on the following terms and Conditions :

1. That the party of the 1st part has given exclusive right and authority to the party of the 2nd part herein to develop the land of the aforesaid two premises by construction of multi-storeyed building upon amalgamation of the lands of the aforesaid two premises into one by carrying on negotiation with the Kolkata Municipal Corporation and also upon performing and observing all sorts of procedures for amalgamation of the land of the aforesaid two premises into one at the own cost and expenses of the party of the 2nd part herein. The party of the 2nd part upon amalgamation of the said two land of the said two premises into one, shall submit one building plan before the Kolkata Municipal Corporation and thereby shall obtain sanction of such building plan from the Kolkata Municipal Corporation and at the own cost and expenses of the party of the 2nd part herein.

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2. That the developer upon obtaining sanction of building plan shall construct a multi-storeyed building on the land of the said premises and the said building shall be constructed in accordance and in consistence with the sanctioned building plan and the developer shall not make any deviation to the sanctioned building plan at the time of the construction of the proposed building as would be allotted by the K.M.C. upon amalgamation of the said two separate lands into one.

3. That the developer shall raise the said construction and complete the same at its own cost and expenses and the owner shall not have to invest a single farthing for raising construction and effecting completion job in the said proposed building as has been undertaken to be constructed on the said amalgamated land of the said premises by the party of the 2nd part.

4. That it is submitted that during the period of construction, if any local problem is arisen, such problem and obstruction shall be removed by the developer by carrying on negotiation with such persons and the owner shall have no headache and obligation to that effect. All sort of local problem must be solved by the developer at his own initiation and also by spending money from his own fund.

5. That the owner shall get in their allocation in the said amalgamated premises measuring 7000 sq.ft. of covered area/floor space i.e. 9000 sq.ft. of super built up area/floor space. Upon obtaining sanction of building plan From Kolkata Municipality Corporation, the floor-wise allocation of the owner and the developer shall be determined with regard to the said 7000 sq.ft. of covered area / floor space i.e. 9000 sq.ft. of super built up area / floor space of the owner and the rest constructed portions at the said amalgamated premises shall be regarded to be the allotted portion of the developer and the developer shall have their unfettered right to transfer their whole allotted portions in the said proposed building by way of sale or by otherwise by determination of amount of consideration. The developer shall be entitled to enter into agreement for sale for disposal of their allotted portion with intending buyers at their own option and the whole amount of the sale proceeds shall be regarded to be the moneys of the developer and upon such moneys, the owner shall have no any manner of claim at any time future.

6. That the developer shall construct and complete the said proposed building on the said amalgamated land within 36 (Thirty Six) months from the date of obtaining sanction of building plan from the Kolkata Municipal Corporation at their own cost and expenses and upon completion of construction of the said proposed building, the developer shall handover possession, the allotted portions of the owner as has been mentioned herein above.

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7. That it is mentioned here that in the said premises there remains four number of tenants who are in occupation of 12 number of rooms on the ground floor of the existing structure of the said premises. The developer shall take all sorts of initiative either for obtaining surrender of tenancy right from such tenants and if any of the tenants intends to continue their possession in the newly constructed building, such intending tenants shall have to be provided accommodation in accordance with the Municipal Building Rules upon redetermination of amount of rent. Such tenants shall have to be provided portion/rooms from the allotted portion of the developer and the developer upon delivering possession to such tenants shall be entitled to realize rent from such tenants.

It is further agreed upon that if any of such tenants surrender their tenancy right in the existing structure of the said premises, such portion occupied by such tenants shall also be regarded to be the allotted portion of the developer and upon such portion, the owner shall have no their any manner of claim at any time in future.

Suraj Agarwal

8. That apart from the said allocation of the 1st part, the party of the 1st part shall not be entitled to claim any other floor space over the said proposed building. The rest constructed area in the said proposed building shall be regarded to be allotted portion of the developer. The floor-wise allocation in the manner aforesaid shall be determined upon obtaining sanction of building plan from the Kolkata Municipality Corporation and the same shall be reflected in the supplementary agreement as shall be executed later on.

9. That is further agreed upon that if during the period of construction of the said proposed building, if any local disturbances are caused by any person or authority, if any local disturbances are caused by any person or authority, it will be the sole obligation and responsibility of the party of the 2nd part to settle all such disputes at his own discretion. For such disturbances, the party of the 1st part shall have no their any obligation or responsibility to settle such dispute. If any legal hazard is created over the said property the developer shall self be such legal dispute at its own initiative.

10. That the party of the 2nd part upon completion of construction and upon delivery of the aforementioned allotted portion of the 1st part shall be entitled to transfer their allotted portion to the buyers at the option of the party of the 2nd part herein and the sale proceeds as would be received by the developer by way of sale of its allocation in the said proposed building shall be regarded to be the money of the party of the 2nd part herein and upon such moneys, the 1st part shall have no any manner of claim.

11. That the party of the 1st Part shall not be accountable to any financial institution including Income Tax Authority for such moneys as would be received by the developer against sale of the allotted portion of the developer.

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12. That it is further agreed upon by the developer that they will pay all arrear amount of Municipal Taxes and upon entering into this agreement, it will be obligation on the part of the developer to take steps for knowing the actual amount which are lying outstanding towards Municipal rates and taxes in respect of the said premises and thereupon the party of the 2nd part shall pay all such arrear amount of municipal rates and taxes to the Municipal Authority on behalf of the owner.

12A. It is further agreed upon that upon amalgamation of the aforesaid two lands of the aforesaid two premises into one supplementary agreement shall be executed by and between the parties by mentioning the said amalgamated premises number as would be given by the KMC and the said amalgamated premises number shall be mentioned in all documents as would be executed and registered by the developer and prospective buyers of the developer's allocation for avoiding all shorts of future complications.

13. That during the period of construction of the proposed building, the developer shall pay the municipal rates and taxes in respect of the said property to the Municipal Authority and upon completion of the proposed building, the liability as to making payment of municipal rates and taxes shall be borne by the developer and the owner in accordance with their allotted portions.

14. That the developer shall pay to the owner, the sum of Rs. 50,00,000/- (Rupees fifty lac) only towards security deposit and the said amount shall be refunded without interest by the party of the 1st part / owner to the developer on or before the date of taking delivery of possession of the owner's allocation. In default

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in the re-payment of the said amount by the Owner, the Developer shall be entitled to deduct the said amount from the allotted portion of the Owner in the said proposed building.

15. That the said amount shall be paid to the owner by the developer in the following mode :

a) That on date of execution of Memorandum of Understanding, i.e. on 31.01.2020, the developer has already paid to the owner, the sum of Rs. 1,00,000/- (Rupees One Lac) only towards part payment against the full amount of security deposit of Rs. 50,00,000/- (Rupees fifty lac) only and the Director of the owner concern has acknowledged the receipt of payment of the said amount through that memo of consideration mentioned therein below.

b) That the party of the 2nd part / developer has further paid Rs. 49,00,000 (Rupees Forty Nine lac) only on the very date of execution and registration of this development agreement as has been executed by and between the parties hereto and also the registered Power of Attorney which has also been executed and registered in favour of the developer by the Director of the owner concern simultaneously with the execution this agreement.

16. That for the purpose of construction of the said proposed building in the said property detailed in Schedule "A" below, the Developer shall adopt all procedures for amalgamation of the said two premises into one plot and thereupon shall obtain sanction of building plan from K.M.C. at the own cost and expenses of the Developer.

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17. That the structures as is in existence at the said two premises now in dilapidated condition and it has been agreed upon that the Developer shall demolish the existing structures of the said two premises and shall dispose of all the building materials and debris as would come out upon demolition of the said structure of the said premises for realization of cost of demolition.

18. That the owner shall put their signature on the building plan for submitting the same at the office of the K.M.C. for obtaining sanction of the same from the concerned department of K.M.C. The owner shall put their signature on the additional/revised plan if any, and/or other applications and documents as would be required to be submitted at the office of the K.M.C. for the purpose of obtaining sanction of building plan from the office of the K.M.C. It is agreed upon, that the developer shall be entitled to submit additional building plan for construction of additional floor on the said building on the amalgamated land of amalgamated premises properly and effectively to the office of the building department of Kolkata Municipal Corporation and thereupon shall obtain sanction of the same. From the said building Department of KMC at their own cost & expenses.

19. That the Party of the 1st part herein declare, assure and undertake that the party of the 1st part is the absolute owner of the land and structure of the said two premises detailed in schedule "A" below and they have good and marketable title in the said premises and the premises is not under any litigation nor over the said property there is any order of attachment, liens etc.

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20. That the party of the 1st part herein further assure that excepting the 1st part there is no other co-owner in respect of the said two premises and the party of the 1st part herein are legally entitled to enter into this agreement with the party of the 2nd part herein and the party of the 1st part further assures that no Deed of transfer or any other development agreement or any other agreement have been executed by the party of the 1st part in favour of any person or parties.

21. That the developer is hereby authorized and empowered in relation to said construction, so far as may be necessary to apply and obtain quotas, entitlement and other allocation of or for cement, steel, bricks and other materials allocable to the owner for the construction of the said proposed building and similarly to apply for and obtain temporary and/or permanent connection of water, electricity, power, gas and other input and facilities required for the construction of enjoyment of the building plan for which the owner shall execute a general power of attorney in favour of the developer and/or his nominee or nominees and all such power of attorney and other authorities shall be executed as shall be required by the developer for the purpose of construction and allied jobs and the owner shall also sign all such applications and other documents as shall be required for the purpose or otherwise for in construction of proposed building from time to time and owner shall sign on the building plan before submitting the same to the Municipal authority.

22. That the owner shall not interfere with or obstruct in any manner in the execution and completion work of development and construction job on the land of the said premises unless it is not according to the law or sanctioned building plan and as per specification of construction.

23. That the owner shall not do any act, deed or thing whereby enjoyment of any common facilities among the several flats owner's in the building may be obstructed.

24. That the allocation of the Developer and the owner has been specifically mentioned in schedule – "B" and schedule – "C" respectively. The developer shall raise the construction of the proposed building in accordance with the specification of construction as has been mentioned in separate sheet and the same shall be regarded to be the part of this agreement.

25. It has been specifically agreed upon that the developer shall handover the allocated portions of the owner in fully and completely constructed condition in all respect and thereby handover possession of the portions/areas to prospective buyers in respect of developer's allocation.

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26. The developer shall be entitled to fix its sign board on the said property, for advertisement of sale of flat/flats and inserting in news paper and other advertising media after sanction of the building plan without any objection from the land owner. The developer will choose the name of the building.

27. The developer absolutely shall appoint any Architects for supervising the structural construction of the foundation, basements, pillars, structures, slabs, concrete underground/overhead reservoirs, electrical land plumbing fixtures and materials for constructions sewers and sewerage system etc. and shall have the right to do so but exclusively at their (developer) costs and expenses. The landowner shall not be liable responsible in any manner whatsoever regarding raising of construction materials to be used by the developer.

28. That upon demise either of the parties to this agreement shall not be cancelled or terminated, the respective heirs of the deceased party will step in the shoes of the deceased party and the said heirs of the deceased party shall be bound to fulfil the terms of this agreement. The owner undertake to effect delivery of possession of the said property in free condition and without any encumbrance so that the developer can undertake the development job of the said premises excepting the tenants occupied portion in the existing building.

29. The developer and their men, agents, engineers, architects, masons, Labours, contractors will have free access at the said premises and will take all necessary steps/action necessary for implementation of the project by development of the land of the said premises, posting of banners and advertisement in the papers inviting buyers of the allotted portion of the developer.

30. That sale proceeds of the developer's allocation and proportionate land interest with regard to the developer's allocation will be considered as consideration of the flats/apartment and other miscellaneous expenses incurred by the developer.

31. After execution and registration of the document in respect of Developer's allocation and completion of scheme as are required by the law the owner shall have right, title and interest into the said immovable property in respect of the common portion of the building for enjoyment of their allotted portion along with other flat owner of the building. The Developer shall be at liberty to allot and/or transfer the developer's allotted portions including proportionate land interest in favour of other person/persons without any reference to the owner.

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32. All disputes and differences by and between the parties hereto and their representatives as to this agreement or its clauses or as to the meaning scope and effect there of as to the rights, benefits and privilege of the parties hereto as to any matter touching these presents shall be referred to the arbitration of two arbitrators to the appointed by the parties hereto. The arbitration proceedings shall be governed under the provisions of Arbitration and conciliation Act 1996 and the rules framed there under for the time being in force.

33. That simultaneously with the execution of this agreement, the owner shall handover all the originals of the documents relating to the title of the owner in the said property and the owner further undertakes to give inspection to the developer other Copies of documents relating to the said property in case of necessity. The owner further assures that the said property is free from all encumbrances. From the date of delivery of possession of the apartment by the developer to the owner, the owner of the respective flats shall pay the proportionate Municipal taxes and any other impositions, maintenance charges and others expenses relating to the said housing project proportionately as may be determined by all the flat owners or by the Association of the Apartment owners to be formed. All the apartment owners shall from the association of the Apartment owners under the provisions of W.B.A.O. Act 1972.

35. From the date of delivery of possession of the apartment, the developer/allottee of respective flats and the owner shall pay the proportionate share of the Municipal taxes in respect of their allotted portions and others impositions, maintenance charges relating to the said housing project. Since the date of execution of this agreement to the date of completion of the said housing project all such liabilities are to be borne by the developer.

36. It is further agreed upon that if the owner intends to transfer their allotted portion in the proposed building, the developer shall dispose of the said portion of the owner and thereby shall pay to the owner the whole amount of consideration of such portion of the owner.

37. The developer shall construct the said building in accordance with the building rules of the office of the K.M.C. and the developer shall bear whole cost of construction of the said proposed building. The roof of the building shall remain in common to all the apartment owners of the proposed building.

38. That it is agreed upon that if for any reason the owner cannot execute and register a General Power of Attorney in favour of the developer conferring rights upon the developer to transfer the allotted portion of the developer in the said building in favour of the intending buyers by executing and registering deed of sale, the owner undertakes to execute and register deed of sale in favour of intending buyers with regard to the allotted portion of the developer in the said proposed building and also proportionate land interest of the said building by joining as vendor in the deed of sale.

39. That it is agreed upon in between the parties that the parties to this agreement and their respective transferees shall use for beneficial enjoyment of the said proposed building, the common passage, common entrance, stair-case, stair –case landing and open spaces surrounding the said proposed building and also the terrace of the said proposed building and those portions shall be regarded to be the common portions of the proposed building.

40.That it is further agreed upon that the developer at the time of effecting delivery of possession of the owners allocation to the owner, shall issue possession Completion Certificate with copy of the sanctioned building plan for avoiding all sorts of future complication and litigations.

41. That the floor-wise allocation of the owner shall be determined upon obtaining sanctioned building plan and in the said sanctioned building plan, the floor-wise allocation of the owner shall be specified and for the said purpose and for avoiding all future litigation, one supplementary agreement shall be executed for determination of respective floor area of the owner to the tune of 7000 sq. ft. of covered area / floor space i.e. 9000 sq. ft. of super built up area/ floor space and the rest constructed portion of the multi-storeyed building shall be regarded to be the allotted portion of the developer. The proposed building shall be constructed in accordance is the specification of construction has mentioned in separate sheets which shall be treated as part of this agreement.

42. That the developer shall raise construction of a multi-storied building on amalgamated land of the said premises in accordance with the sanctioned building plan as would be obtained by the party of the 2nd part herein from the KMC at the own cost and expenses of the developer. It is further mentioned here that from the said constructed area in the proposed building the owner shall be allotted its allotted portion as aforesaid being 7000 Sq.Ft of covered area which is also include super built-up area 9000 Sq.Ft. The owner shall have no claim in the said constructed building as would be constructed by the developer in consistence with the sanctioned building plan over and above their allotted portion of 7000 Sq.Ft. of floor area which will include super built-up area to the tune of 9000 Sq.Ft.

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SEHEDULE-A ABOVE REFERRED TO.

(Description of the whole property)

ALL THAT land measuring about 6 cottahs 7 chittaks 7 sq. ft. being Municipal premises no 8/5, Suren Sarkar Road, P.O & P.S Beleghata,Kolkata-700010, District-24 parganas (South), Assessee No.110332202212 and also another land measuring about 2 cottahs 2 chittaks 12 sq. ft. being Municipal premises no.8/4B, Suren Sarkar Road, P.O & P.S. Beleghata, Kolkata-700010, District-24 parganas (South), within the local limits of Kolkata Municipal Corporation under Ward No.33, Assessee No.110332200069, which is butted and bounded in the manner following:-

ON THE NORTH : By 8/4, Suren Sarkar Road;

ON THE SOUTH : Suren Sarkar Road;

ON THE EAST : By premises nos. 8/7 & 8/8, Suren Sarkar Road;

ON THE WEST :By 6' wide common passage.

SCHEDULE-"B" ABOVE REFERRED TO:-

(Allotted portion of the owner)

The owner shall get in their allocation in the said amalgamated premises measuring 7000 sq. ft. of covered area/ floor space i.e. 9000 sq. ft. of super built up area / floor space. Along with proportionate land interest of the proposed building. Upon obtaining sanction of building plan from Kolkata Municipal Corporation, the floor-wise allocation of the owner and the developer shall be determined excepting the said 7000 sq. ft. of covered area / floor space i.e. 9000 sq. ft. of super built up area / floor space.

SCHEDULE-"C" ABOVE REFERRED TO:-

(Allotted portions of the Developer)

The developer shall be allotted rest constructed portions at the said amalgamated premises along with proportionate land interest of the said premises excepting the aforesaid owner's allotted portion.

J.S.R. SEALDAH
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SCHEDULE-"D" ABOVE REFERRED TO:-

(Common portions of the proposed building)

1.The foundations, columns, beams, supports, girders, entrance and exists, sky street, corridors, stair, staircase of the building, boundary walls and main gate, stair case and stair case landing.

2. Common passage, common areas.

3. Water pump, overhead water tank and underground water reservoirs, water pumps and other common plumbing installation pump room, ventilation duct.

4. Electrical wiring, motors, fitting and fixtures for lighting the stair cases lobby and others common areas (excluding those as are installed for any particulars flat) installation fixtures, fitting etc. and roof.

5. Drains and sewerage line of the building.

6. Such others common parts, areas equipment, installation fixtures, fittings, covered and open space in or around the said building as are necessary for passage to or about the occupy of the flats and as are assessments of necessary of the building.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day, month, year first above written.

Signed, sealed & delivered in

Presence of-:

1) Rajib Roy
5. C court
Kol-14

For Sajili Vinimay Pvt. Ltd.
Sunil Agarwal
Director

Signature of the OWNER

2) Kaushik Chakraborty
Durgapur Bank Kol-35

SKKARMA CONSTRUCTION PVT. LTD.
Kousick Gupta
Director

SKKARMA CONSTRUCTION PVT. LTD.
Susama Gupta
Director

Signature of the DEVELOPER

Drafted and prepared in my office

Sanjit Kumar Das
Advocate.
Enrollment No
W.B. 1365 of 1977.
Ph-No - 9830225721

A.D.S.R., SEALDAH

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MEMO OF CONSIDERATION

Received from within named Builder/ Developer/others part the sum of Rs. 50,00,000/-(Rupees Fifty lac) only as and by way of refundable money in the following mode

a) Received Rs.1,00,000.-by A/C.payee cheque Rs.1,00,000/-
Bearing no.000329 dated 31.01.2020
Drawn on Bank of Boroda,
Beliaghata Branch, Kolkata

b) Received Rs.49,00,000/- by A/c. payee cheque Rs. 49,00,000/-
Bearing no000474.dated.15.07.2020
Drawn on Bank of Boroda,
Beliaghata Branch, Kolkata

TOTAL: Rs. 50,00,000/-

witness -

1) Rajan Roy
S.C. court
Kol - 19

(Rupees Fifty Lac only)

For Sajill Vinimay Pvt. Ltd
Sunil Agarwal
Director

Signature of the OWNER

2) Kanhaiya Choudhary.
Burrabazar Kol-55

A.D.S.R., SEALDAH

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	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name SUNIL AGARWAL

Signature Sunil Agarwal

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name KOUSIK GUPTA

Signature Kausik Gupta

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name SUSAMA GUPTA

Signature Susama Gupta

A.D.S.R., SEALDAH

15 JUL 2020

Dist.-South 24 Parganas

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

ADLPA4860C

नाम /NAME

SUNIL KUMAR AGARWAL

पिता का नाम /FATHER'S NAME

RAM PRATAP AGARWAL

जन्म तिथि /DATE OF BIRTH

11-01-1966

हस्ताक्षर /SIGNATURE

Sunil Agarwal

आयकर आयुक्त, ए.के.-III

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

Sunil Agarwal

इस कार्ड के खो / मिल जाने पर कृपया सूचना करने वाले प्राधिकारी को सूचित / वापस करें

संयुक्त आयकर आयुक्त (पद्धति एवं तकनीकी)

पी 7,

चौरंगी स्क्वायर

कलकत्ता - 700 069

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

Joint Commissioner of Income-tax(Systems & Technical),

P-7,

Chowringhee Square,

Calcutta- 700 069.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AADCS7247K

नाम / Name
SAJILI VINIMAY PVT LTD

निगमन/गठन की तारीख
Date of Incorporation / Formation
29/03/1995

13102017

Sunil Agarwal

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं :
आयकर पैन सेवा इकाई, एन एस डी एल
5 वीं मंजिल, मंत्री स्टर्लिंग, प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कालोनी, दीप बंगला चौक के पास,
पुणे – 411 016.

If this card is lost / someone's lost card is found, please inform / return to :
Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune – 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

भारत सरकार
GOVERNMENT OF INDIA

Sunil Agarwal
Date of Birth/DOB: 11/01/1966
Male/ MALE
Mobile No: 9830085969

5791 8769 6402

आमार , आमार परिचय

Sunil Agarwal

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address :
S/O R. P. Agarwal, 55, 3Rd Floor,
Bangur Avenue, Block- D, Bangur
Avenue S.O, Kolkata,
West Bengal - 700055

5791 8769 6402

1947/ www.uidai.gov.in P.O. Box No. 1947, Bangalore-560 001

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT OF INDIA
स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
ABACS3128B
नाम / Name
SKKARMA CONSTRUCTION PRIVATE LIMITED
निगमन / गठन की तारीख
Date of Incorporation / Formation
15/05/2018

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি/Enrollment No.: 1040/19511/68072

To
কৌশিক গুপ্তা
Kousick Gupta
68/C NARKELDANGA MAIN ROAD
NARKELDANGA Kankurgachi S.O
Kankurgachi Kolkata
West Bengal 700054

12/11/2012

19198924

MN191989240DF

আপনার আধার সংখ্যা/ Your Aadhaar No. :

7471 2566 0857

আধার - সাধারণ মানুষের অধিকার

ভারত সরকার
GOVERNMENT OF INDIA

কৌশিক গুপ্তা
Kousick Gupta
পিতা : অর্জুন গুপ্তা
Father : Arjun Gupta
জন্ম সাল / Year of Birth : 1988
পুরুষ / Male

7471 2566 0857

আধার - সাধারণ মানুষের অধিকার

Kousick Gupta

AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা প্রাপ্ত করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিসেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

19198924

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
৬৪/সি, ন্যাকেলডাঙ্গা মেন রোড,
ন্যাকেলডাঙ্গা, কাঁকুরগাছী,
কোলকাতা, পশ্চিমবঙ্গ, 700054

Address:
68/C, NARKELDANGA MAIN ROAD, NARKELDANGA,
Kankurgachi S.O,
Kankurgachi, Kolkata, West Bengal, 700054

1947
1800 180 1947
help@uidai.gov.in
www.uidai.gov.in
P.O. Box No.1947,
Bengaluru-560 001

भारत सरकार
GOVERNMENT OF INDIA

নাম: (Name)
Susama Gupta
পতি / পত্নী (S/W)
Husband : Arpan Gupta
জন্ম সাল : Year of Birth : 1977
মহিলা : Female

2178 3867 8005

সাধারণ মানুষের অধিকার

Susama Gupta

[redacted] পরিচয় প্রাধিকরণ
[redacted] OF INDIA

ঠিকানা:
68/সি, নারকেলডাঙ্গা মেন রোড,
নারকেলডাঙ্গা, কাঁকুরগাছি,
কোলকাতা, পশ্চিমবঙ্গ, 700054

Address:
68/C, NARKELDANGA MAIN ROAD, NARKELDANGA,
Kankurgachi S.O,
Kankurgachi, Kolkata, West Bengal, 700054

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947
Bengaluru-560 001

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

GRN: 192020210036722731 | Payment Mode: Online Payment

GRN Date: 14/07/2020 12:50:11 | Bank : State Bank of India

BRN : IK0APLGAJ1 | BRN Date: 14/07/2020 12:50:56

DEPOSITOR'S DETAILS

Id No. : 2000784986/5/2020
[Query No./Query Year]

Name : Srijib Sundar Adhya

Contact No. : | Mobile No. : +91 9804182673

E-mail :

Address : 1012 S C Road How2

Applicant Name : Mr R Roy

Office Name :

Office Address :

Status of Depositor : Others

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

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2000784986/5/2020	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2000784986/5/2020	Property Registration- Registration Fees	0030-03-104-001-16	50021
		Total		125042

In Words : Rupees One Lakh Twenty Five Thousand Forty Two only

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SUSAMA GUPTA
SATYABAN MAJUMDER
03/01/1972

Permanent Account Number
ADQPG6518C

Susama Gupta
Signature

Susama Gupta

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KOUSICK GUPTA
ARJUN GUPTA
10/11/1988

Permanent Account Number
ALQPG3443A

Kousick Gupta
Signature

Kousick Gupta

Major Information of the Deed

Deed No :	I-1606-01534/2020	Date of Registration	15/07/2020
Query No / Year	1606-2000784986/2020	Office where deed is registered	
Query Date	10/07/2020 12:51:31 PM	1606-2000784986/2020	
Applicant Name, Address & Other Details	R Roy S C Court,Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 8944038387, 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 : 50,00,000/-]
Set Forth value	Market Value
Rs. 4/-	Rs. 3,90,74,233/-
Stampduty Paid(SD)	Registration Fee Paid
Rs. 75,121/- (Article:48(g))	Rs. 50,021/- (Article:E, E, B)
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)

Land Details :

District: South 24-Parganas, P.S:- Beliaghata, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Suren Sarkar Road, Road Zone : (Abinash Baner Ln -- Radha M D G Lane) , , Premises No: 8/5, , Ward No: 033 Pin Code : 700010

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		6 Katha 7 Chatak 7 Sq Ft	1/-	2,89,93,158/-	Property is on Road

District: South 24-Parganas, P.S:- Beliaghata, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Suren Sarkar Road, Road Zone : (Abinash Baner Ln -- Radha M D G Lane) , , Premises No: 8/4B, , Ward No: 033 Pin Code : 700010

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :-)		Bastu		2 Katha 2 Chatak 12 Sq Ft	1/-	96,31,075/-	Property is on Road
	Grand Total :				14.1717Dec	2 /-	386,24,233 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	3,00,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete				
S2	On Land L2	500 Sq Ft.	1/-	1,50,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete				
	Total :	1500 sq ft	2 /-	4,50,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Sajili Vinimay Pvt Ltd** 15/B, Kalalar Street, P.O:- Kalalar Street, P.S:- Posta, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007 , PAN No.:: AADCS7247K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**S K Karma Construction Private Limited** 68/C, Narikel Danga Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054 , PAN No.:: ABACS3128B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	**Shri Sunil Kumar Agarwal (Presentant)** Son of Late Ram Pratap Agarwal Date of Execution - 15/07/2020, , Admitted by: Self, Date of Admission: 15/07/2020, Place of Admission of Execution: Office	 Jul 15 2020 12:56PM	 LTI 15/07/2020	Sunil Agarwal 15/07/2020
	55,Bangur Avenue, P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADLPA4860C, Aadhaar No: 57xxxxxxxx6402 Status : Representative, Representative of : Sajili Vinimay Pvt Ltd (as Director)			
2	**Shri Kousick Gupta** Son of Shri Arjun Gupta Date of Execution - 15/07/2020, , Admitted by: Self, Date of Admission: 15/07/2020, Place of Admission of Execution: Office	 Jul 15 2020 12:57PM	 LTI 15/07/2020	Kousick Gupta 15/07/2020
	68/C, Narikel Danga Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALQPG3443A, Aadhaar No: 74xxxxxxxx0857 Status : Representative, Representative of : S K Karma Construction Private Limited (as Director)			

Name	Photo	Finger Print	Signature
Smt Susama Gupta Wife of Shri Arjun Gupta Date of Execution - 15/07/2020, , Admitted by: Self, Date of Admission: 15/07/2020, Place of Admission of Execution: Office	 Jul 15 2020 12:57PM	 LTI 15/07/2020	Susama Gupta 15/07/2020

68/C, Narikel Danga Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADQPG6518C, Aadhaar No: 21xxxxxxxx8005 Status : Representative, Representative of : S K Karma Construction Private Limited (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Raju Roy Son of Mr D Roy Sealdah Court, P.O:- Entally, P.S:- Entaly, District:-South 24-Parganas, West Bengal, India, PIN - 700014			Raju Roy
	15/07/2020	15/07/2020	15/07/2020

Identifier Of Shri Sunil Kumar Agarwal, Shri Kousick Gupta, Smt Susama Gupta

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Sajili Vinimay Pvt Ltd	S K Karma Construction Private Limited-10.6379 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Sajili Vinimay Pvt Ltd	S K Karma Construction Private Limited-3.53375 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Sajili Vinimay Pvt Ltd	S K Karma Construction Private Limited-1000.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Sajili Vinimay Pvt Ltd	S K Karma Construction Private Limited-500.00000000 Sq Ft

Endorsement For Deed Number : I - 160601534 / 2020

On 15-07-2020

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

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

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

Presented for registration at 12:27 hrs on 15-07-2020, at the Office of the A.D.S.R. SEALDAH by Shri Sunil Kumar Agarwal .

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 3,90,74,233/-

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

Execution is admitted on 15-07-2020 by Shri Sunil Kumar Agarwal, Director, Sajili Vinimay Pvt Ltd (Private Limited Company), 15/B, Kalalar Street, P.O:- Kalalar Street, P.S:- Posta, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700007

Indetified by Mr Raju Roy, , , Son of Mr D Roy, Sealdah Court, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

Execution is admitted on 15-07-2020 by Shri Kousick Gupta, Director, S K Karma Construction Private Limited (Private Limited Company), 68/C, Narikel Danga Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indetified by Mr Raju Roy, , , Son of Mr D Roy, Sealdah Court, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

Execution is admitted on 15-07-2020 by Smt Susama Gupta, Director, S K Karma Construction Private Limited (Private Limited Company), 68/C, Narikel Danga Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Indetified by Mr Raju Roy, , , Son of Mr D Roy, Sealdah Court, P.O: Entally, Thana: Entaly, , South 24-Parganas, WEST BENGAL, India, PIN - 700014, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,021/- (B = Rs 50,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/07/2020 12:50PM with Govt. Ref. No: 192020210036722731 on 14-07-2020, Amount Rs: 50,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0APLGAJ1 on 14-07-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 21, Amount: Rs.100/-, Date of Purchase: 02/07/2020, Vendor name: MITA DUTTA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/07/2020 12:50PM with Govt. Ref. No: 192020210036722731 on 14-07-2020, Amount Rs: 75,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0APLGAJ1 on 14-07-2020, Head of Account 0030-02-103-003-02

Kaushik Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal

...ate of Registration under section 60 and Rule 69.

...istered in Book - I

...olume number 1606-2020, Page from 69235 to 69264

being No 160601534 for the year 2020.

Digitally signed by KAUSHIK ROY
Date: 2020.07.15 13:44:33 +05:30
Reason: Digital Signing of Deed.

(Kaushik Ray) 2020/07/15 01:44:33 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
West Bengal.

(This document is digitally signed.)