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DEVELOPMENT AGREEMENT

Notarized and the document is to be
registered. The Signatures and the
witnesses are attached with the
document as a part of this document.

1. Add. District Sub-Registrar,
Kolkata, South 24 Parganas

2. Place: Kolkata

14 MAY 2024

3. Parties

GADIA ASSOCIATES PVT. LTD.

Director

GADIA ASSOCIATES PVT. LTD.

-Abhishek Kharia

Authorized Signatory

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SANJAY SADHU
ADVOCATE
BARASAT JUDGES' COURT,
NORTH 24 PARGANAS

05 FEB 2024

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Adul Dist-Sub Registrar
South 24 Parganas

14 MAY 2024

Anugam Mondal
80 Bar, Anugam Mondal
Vavri, Chhatrinor
Anugam Mondal
Min 721450

- 3.1 **Niladri Ghosh** son of Late Sushanta Ghosh, by faith Hinduism, by nationality Indian, by occupation Service residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal, [PAN BPIPG1833F], [Aadhaar No. 7340 0443 1518] & [Phone No. 9748759710].
- 3.2 **Minor Tiyaasha Ghosh** daughter of Late Sushanta Ghosh, by faith Hinduism, by nationality Indian, by occupation student, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal [Aadhaar No. 7670 2326 3674] & [Phone No. 9748759710], represented by her lawfully appointed guardian under the Guardian & Wards Act, (Act VIII of 1890), namely **Niladri Ghosh** son of Late Sushanta Ghosh, by faith Hinduism, by nationality Indian, by occupation Service, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal [PAN BPIPG1833F], [Aadhaar No. 7340 0443 1518] & [Phone No. 9748759710]
- 3.3 **Raj Kumar Ghosh** son of Late Nabakumar Ghosh, by faith Hinduism, by nationality Indian, by occupation Business, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, Kolkata 700 151, District South 24 Parganas, West Bengal, [PAN AZEPG8148C], [Aadhaar No. 7531 7280 3482]
- 3.4 **Sandhyarani Ghosh** wife of Late Nabakumar Ghosh, by faith Hinduism, by nationality Indian, by occupation Housewife, residing at Dr. B.C. Roy Road, Post Office Dakshin Jagaddal, Police Station Sonarpur, District South 24 Parganas, Kolkata 700 151, West Bengal, [PAN CDNPG4415M], [Aadhaar No. 3156 9168 0388]
- 3.5 **Mita Das** wife of Late Sanjay Das, by faith Hinduism, by nationality Indian, by occupation Service, residing at Dwarir Road, Post Office Rajpur-Sonarpur, Police Station Sonarpur, District South 24 Parganas, Kolkata-700 151, West Bengal, [PAN AOIPD0351F], [Aadhaar No. 6266 0900 5005]
- 3.6 **Swapan Kumar Ghosh** son of Late Kamal Krishna Ghosh, by faith Hinduism, by nationality Indian, by occupation Business, residing 68, Jiban Mohini Ghosh Park, Post Office and Police



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Station Haridebpur, Kolkata 700 082, West Bengal, [PAN
AWCPG0204G], [Aadhaar No. 5742 4842 0358]

- 3.7 **Surojeet Kumar Ghosh** son of Mr. Swapan Kumar Ghosh, by faith Hinduism, by nationality Indian, by occupation Service, residing 68, Jiban Mohini Ghosh Park, Post Office and Police Station Haridebpur, Kolkata 700 082, West Bengal, [PAN DKVPG9913A], [Aadhaar No. 5761 9807 1776]

hereinafter collectively called and referred to as the "**Land Owners**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **ONE PART**;

AND

- 3.8 **Messieurs Gadia Associates Private Limited**, [PAN AAACG9834D] a private limited company, governed under the Companies Act, 2013, having its registered office at 209, Chittaranjan Avenue, 4th Floor, Post Office Beadon Street, Police Station Girish Park, Kolkata 700006, West Bengal, represented by its authorised Director namely **Mr. Sunil Gadia**, son of Ratan Lal Gadia, by occupation Business, by faith Hinduism, citizen of India, residing at CF-71, Salt Lake City, Sector-I, Police Station Bidhannagar, Post Office Tank No. 6, District North 24 Parganas, Kolkata- 700064, West Bengal, [PAN AFOPG2202F], [DIN 00553411], [AADHAAR No. 5577 7060 9729] & [Phone No. 9831064848], hereinafter called and referred to as the "**Developer**" which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives and assigns) of the **OTHER PART**

Land Owners and Developer are hereinafter individually referred to as such or as **Party** and collectively as **Parties**.

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

4. Subject Matter of Agreement:

GADIA ASSOCIATES PVT. LTD.

Abhishek Khoria

Authorised Signatory



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4.1 Development and Commercial Exploitation of Said

Property: Terms and conditions agreed between the Land Owners and the Developer with regard to development and commercial exploitation of **ALL THAT** Land classified as *Bastu* measuring about **8.2500** (Eight Point Two Five Zero) decimal, more or less, equivalents to 5 (Five) Cottah, more or less, out of 56 (Sixteen) decimal TOGETHERWITH 150 Sq. Ft Old dilapidated Kachha structure, being a portion of R.S. Dag No. 858 corresponding to **L.R. Dag No. 1007** (One Thousand Seven), recorded in **L.R. Khatian Nos. 3421, 3424, 2091, 3423 & 3422**, *Mouza Jagaddal*, J.L. No. 71, Police Station Sonarpur, within the limits of Ward No. 26 of the Rajpur-Sonarpur Municipality, having Holding No. 136, Dr. B. C. Roy Road, Charaktala, Jagaddal, Kolkata 700151, Additional District Sub-Registrar Sonarpur, in the District of South 24 Parganas, West Bengal, **TOGETHER WITH** all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances (hereinafter referred to as the **Said Property**), delineated on **Plan A** annexed hereto and bordered in colour **Red** thereon and morefully described in the **First Schedule** below.

5. Representations, Warranties and Background

5.1 Land Owner's Representations: The Land Owners have represented and warranted to the Promoter as follows:

5.1.1 The land originally belonged to Pashupatinath Ghosh, Kiranbala Ghosh, Sailendranath Mukhopadhyay and their names were correctly recorded in R.S. Khatian No. 737. Said Pashupatinath Ghosh, Kiranbala Ghosh, Sailendranath Mukhopadhyay amicably partitioned their property and possessing with pacific demarcation. The Sailendranath Mukhopadhyay, executed a Deed of Sale of Land measuring an area 18.66 Decimals in favour of Bhola Nath Ghosh by a registered Sale Deed dated 07.04.1961, vide Being No. 2762 for the year 1961, registered before SRO Baruipur, 24 Parganas, recorded in Book I, Volume No. 43 at pages 57-58.

GADIA ASSOCIATES PVT. LTD.

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- 5.1.2 Thereafter said Bholanath Ghosh executed a Deed of Gift land measuring an area 08.25 Decimals in favour his daughter Snadhya Rani Ghosh by a registered Deed of Gift Being No. 75 dated 09.01.1962.
- 5.1.3 Thereafter said Sandhya Rani Ghosh constructed a dwelling housed thereon and started living with her family and also mutated her name in L.R. Khatian No. 2091.
- 5.1.4 Said Sandhya Rani Ghosh executed a Deed of Gift 26.09.2014 in favour of her two sons and two daughters by a register Deed of Gift by Book No. I, CD Volume No. 21, Pages 7236 to 7251, Being No. 10047 for the year 2014, duly registered in the office of A.D.S.R. Sonarpur.
- 5.1.5 On the same date said two sons and two daughters executed another Deed of Gift measuring 01 Decimal of land in favour of their mother by a register Deed of Gift by Book No. I, CD Volume No. 21, Pages 7212 to 7235, Being No. 10048 for the year 2014, duly registered in the office of A.D.S.R. Sonarpur.
- 5.1.6 Sushanta Ghosh and Others, after obtaining the said property duly mutated their names in the records of B.L. & L.R.O. under L.R. Khatian No. 3421, 3424, 3423, 3422, in the respect of their land.
- 5.1.7 Said Sushanta Ghosh, Raj Kumar Ghosh, Sandhya Rani Ghosh, Mita Das, Rita Ghosh, are thus well seized and possessed of or otherwise well and sufficiently ALL THAT Said Land.
- 5.1.8 Said Rita Ghosh died intestate on 09.11.2020, leaving behind her husband namely Swapan Kumar Ghosh, and one son namely Surojeet Kumar Ghosh as the legal hers and representatives.
- 5.1.9 Said Sushanta Ghosh, Raj Kumar Ghosh, Sandhya Rani Ghosh, Mita Das, Swapan Kumar Ghosh and Surojeet Kumar Ghosh, are thus the absolute joint owners of the aforesaid property.
- 5.1.10 Said Sushanta Ghosh subsequently died intestate, on 31.05.2021, leaving behind one son namely Niladri Ghosh and minor daughter namely Tiyaasha Ghosh.




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- 5.1.11 Said Niladri Ghosh son of Late Sushanta Ghosh by virtue of an order dated 03.01.2024 passed by the Ld. District Judge, Alipore, South 24 Parganas, has been appointed as the legal guardian of said minor daughter Tiyaasha Ghosh under the Guardian & Wards Act, (Act VIII of 1890).
- 5.1.12 **Absolute Ownership of Vendor:** In the abovementioned circumstances, the Land Owners have become the sole, absolute Land Owners and possessors of the Said Property, free from all encumbrances.
- 5.1.13 **Rights of Land Owner:** The Land Owners are seized and possessed of and well and sufficiently entitled to the Said Property. No person other than the Land Owners have any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Property or any part thereof and there are no outstanding actions, claims or demands between the Land Owners and any third party and thus the entirety of the Said Property is free from all encumbrances, liens, mortgages, charges, *lis pendens*, trusts, *debuttars*, *wakfs*, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments of whatsoever or howsoever nature.
- 5.1.14 **No Express or Implied Mortgage:** Neither the title deeds nor any other documents in respect of the Said Property or any part thereof has been deposited in favour of any party or person with the intention of creating equitable mortgage or as security for performance of any act or payment of any money or otherwise.
- 5.1.15 **No Previous Agreement:** By a Development Agreement dated 19th February, 2021, registered in the Office of the ADSR, Sonarpur, South 24 Parganas, in Book No. 1, Volume No. 1608-2021, at Pages 42832 to 42870, being No. 160801303 for the year 2021, the Land Owners herein, appointed the Promoter herein, as their Promoter, in connection with the development of the Said Property on certain terms and conditions mentioned therein and simultaneously the Land Owners herein by virtue of a Development Power of Attorney dated 19th February, 2021, registered in the ADSR, Sonarpur, South 24 Parganas, in Book



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No. I, Volume No. 1608-2021, at Pages 43815 to 43850, being No. 160801328 for the year 2021 (**Said Earlier Power of Attorney**), the Land Owners herein, appointed the Promoter herein, as their true and lawful Attorney, in connection with the development of the Said Property but due to some unavoidable circumstances the aforesaid earlier Joint Venture Agreement For Development was terminated/cancelled on 14th Day of May, 2024, by a **Deed of Revocation of Development Agreement**, registered in the ADSR, Sonarpur, South 24 Parganas, in Book No. I, Volume No. 1608-2024, being No. 1608 04016 for the year 2024 and simultaneously the aforesaid earlier Power of Attorney was revoked/cancelled on 14th Day of May, 2024, by a **Deed of Revocation of Power of Attorney**, registered in the ADSR, Sonarpur, South 24 Parganas, in Book No. IV, Volume No. 1608-2024, being No. 1608 002007 for the year 2024. The Land Owners herein save and except the aforesaid Joint Venture Agreement For Development dated 31st August, 2020, have not dealt with the Said Property in any manner nor created any right, title or interest therein in favour of any third party in any manner whatsoever or howsoever and has not entered into or been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Property.

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GADIA ASSOCIATES PVT. LTD.

Director

- 5.1.16 **No Disputes Relating to Statutory Outgoings:** The Said Property is free from any land charge and all statutory outgoings in respect thereof including property taxes and land revenue till the date of this Agreement has been paid in full by the Land Owner.
- 5.1.17 **No Shared Means of Access:** No means of access to the Said Property is shared with or subject to rights of determination or requires payment to any third party and further the Said Property has independent and separate access to the public road.
- 5.1.18 **No Covenants and Restrictions:** The Said Property is not subject to any covenants, restrictions, stipulations, easements, rights of pre-emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.

GADIA ASSOCIATES PVT. LTD.

Abhishek Kharia

Authorised Signatory

[Signature]




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5.1.19 Easements Unrestricted: No right or easement appurtenant to or benefiting the Said Property is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Property.

5.1.20 No Legal Proceeding: (1) There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Property or the Land Owner, which may in any manner prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or the transaction stated hereunder nor is there any threat of any such proceedings (2) there are no unfulfilled or unsatisfied judgments, injunctions, attachments, court orders, debts, notices etc. in respect of the Said Property or the Land Owners (3) there is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Property and (4) there is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Property or the Land Owners and the Land Owners are not engaged, whether as plaintiff, or defendant or otherwise, in any civil or criminal litigation or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or agency and no civil or criminal litigation or arbitration proceedings are pending by or against the Land Owners and there are no facts which are likely to give rise to the same or to proceedings in respect of which the Land Owners would be liable to indemnify any person concerned.

5.1.21 No Requisition or Acquisition: The Said Property is not the subject of any requisition, acquisition, vesting, alignment, scheme of development/zoning or statutory extinguishment of title by any authority or body, statutory or otherwise, under any law and/or otherwise and the Land Owners assert that (1) the Land Owners did not and does not hold any excess land



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under the provisions of any Central, State or Local statute (whether in the Said Property or otherwise) and (2) they have not received any notice of any proceeding or are not involved in any proceeding of requisition, acquisition, vesting, alignment, scheme of development/zoning or statutory extinguishment of title in respect of the Said Property.

5.1.22 No Attachment: The Said Property never was or is subject to any attachment under any of the provisions of the Public Demands Recovery Act, 1913 or under the Income Tax Act, 1961 or under any other statute for the time being in force and there are no certificate cases or proceedings pending or threatened against the Land Owners *inter alia* for realization of any public demand, income tax and/or any other taxes or dues.

5.1.23 No Disputes in Statutory Matters: There is no dispute with any taxation or other statutory authorities in India or elsewhere in relation to the affairs of the Land Owner, which may in any manner affect or impact the Said Property and/or the rights granted herein, and there are no facts which may give rise to such dispute.

5.1.24 No Investigation: The Land Owners are not the subject of any investigation, inquiry, process or request for information in respect of any aspect of the activities of the Land Owners by any authority, governmental body, department, board or agency etc., which may in any manner affect or impact the Said Property and/or the rights granted herein and no such procedures are pending nor do any such facts exist which are likely to give rise to any such procedure.

5.1.25 Compliances Made: Compliance is being made and has at all times been made and shall continue to be made with all applicable laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to the Said Property, its Land Owners ship, occupation, possession, use etc. and the Land Owners shall continue to make such compliances in connection with the performance of their obligations under this Agreement and will not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement or cause any detriment to the transaction herein envisaged.

GAOIA ASSOCIATES PVT. LTD.

Abhishek Khoria

Authorised Signatory




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- 5.1.26 **Land Owners have Authority:** There is no embargo on the Land Owners from dealing with the Said Property and/or transferring and/or alienating the same in any manner whatsoever and the Land Owners have good right, full power and absolute authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.1.27 **Status of Possession:** The Said Property is in the *khas*, vacant, peaceful, physical and absolute possession of the LAND OWNERS and no third party or parties have or had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Property, by way of adverse possession or otherwise.
- 5.1.28 **Land Owners Have Marketable Title:** The Land Owners have good, free, clear, marketable, bankable and transferrable right, title and interest in the Said Property, free from all encumbrances of any and every nature whatsoever. The Land Owners shall at their own cost and responsibility keep their respective title in the Said Property good, free, clear, marketable, bankable and transferrable, till the Possession Date (defined in Clause 16.2 below). In this regard it is clarified that the Developer has *prima facie* examined the title of the Land Owners in the Said Property **provided however** the Land Owners shall at all times and at their own cost, be responsible for resolving and/or settling all claims (including all third-party claims) relating to the title of the Said Property.
- 5.1.29 **Land Owners Not to Create Encumbrances:** The Land Owners shall not create any encumbrance relating to the Said Property
- 5.1.30 **No Prejudicial Act:** There is no matter which may prejudicially, adversely or materially affect the value of the Said Property or its development, usage or enjoyment or cast any doubt on the rights created in favour of the Developer under this Agreement and the Land Owners have not done or 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.



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- 5.1.31 **Representations True and Correct:** Each of the representations, warranties and undertakings of the Land Owners contained herein are true and correct and shall survive and subsist at all times and continue to bind the Land Owner.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Land Owners as follows:
- 5.2.1 **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer further has the necessary financial capacity to carry out the entire process of development and at no point of time shall take plea that the Project cannot be carried out due to lack of financial capacity.
- 5.2.2 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.3 **Scheme of Development of Said Larger Premises:** The Developer herein has drawn a scheme to develop a G+IV (Ground + Four) storied Residential and/or Commercial Project in the Said Property, herein after referred to as the **New Building**, being ready-to-use residential and/or residential-cum-commercial buildings with shop, car parking spaces, specified areas, amenities and facilities to be enjoyed in common (collectively **Said Complex**) and commercial exploitation of the Said Complex for the benefit of the Parties hereto (such development and commercial exploitation collectively **Project**) by selling the independent saleable spaces and amenities in the Said Complex (**Flats/Units**) to prospective buyers (collectively **Transferees**).
- 5.4 **Decision to Develop the Said Property:** The Land Owners herein has decided to develop the Said Property through the Developer herein
- 5.5 **Offer of Development:** The Land Owners herein has approached the Developer and made the above representations and has requested the Developer to take up the development of the Said Property.

GADIA ASSOCIATES PVT. LTD.

Abhishek Khosla

Authorized Signatory




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- 5.6 **Common Passage:** The Developer shall maintain 15' (fifteen feet) wide strip of land running from North to South in the Eastern portion of the Said Property as a Common Passage for ingress and egress of the persons living in the Said Larger Premises. That Common Passage shall always be treated as common, perpetual, irrevocable to the Parties and their Successor-in-Office, men, agents, transferees, flat/unit buyers of the Said Larger Premises.

6. Basic Understanding

- 6.1 **Development of Said Property by Construction and Commercial Exploitation of Said Complex:** The Parties have by mutual consent decided to take up the Project, i.e. the development of the Said Property by construction of the Said Complex, on principal to principal basis.
- 6.2 **Costs of Development etc.:** The Developer shall bear and pay all costs and expenses of and relating to construction of the Said Complex.

7. Appointment and Commencement

- 7.1 **Appointment and Acceptance:** 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. Consequent thereto, the Land Owners hereby appoints the Developer as the Developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Land Owner.
- 7.2 **Commencement and Tenure:** 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 **Architect and Consultants:** Subject to the provisions of Clause 8.8 below, the Said Complex shall be constructed in accordance with the Building Plans sanctioned from the



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Rajpur-Sonarpur Municipality (RSM) vide **Building Permit No. 59/C3/26/01 dated 19th Day of August, 2021** (herein after referred to as **Sanctioned Plan**) under the supervision of the Architect and other consultants appointed by the Promoter/Developer. The Promoter/Developer shall pay the professional fees and supervision charges and all costs, charges and expenses of the Architect and other consultants engaged in connection with construction work of the Project and the Land Owners shall have no liability or responsibility therefore.

- 8.2 **Construction of Said Complex:** The Developer shall, at its own costs and expenses, construct, erect and complete the Said Complex in accordance with the Said Building Plans. Such construction shall be as per specifications described in the **3rd Schedule** below, common to all Units of the Said Complex (**Specifications**).
- 8.3 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete the First Phase of the Said Complex which includes the Said Property within a period of **12 (Twelve) months** from the date of execution of the instant agreement, with a grace period of 6 (six) months, subject to Force Majeure as defined below (**Completion Time**). The Said Complex shall be deemed to be completed if completion certificate is submitted immediately by the Architect to the RSM as soon as the construction of the Project is completed. However, it shall be the responsibility of the Developer to obtain occupancy certificate from the RSM in due course. Subject to the aforesaid, in case there is any delay in completion of the Project, the Developer shall be liable to pay interest as per the Nationalized Bank's Savings Account, on the remaining receivable revenue, as damages.
- 8.4 **Common Portions:** The Developer shall, at its own costs, install and erect in the Said Complex the common areas, amenities and facilities such as stairways, lifts, generators, firefighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, overhead water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required

GADIA ASSOCIATES PVT. LTD.

Abhishek Khoria

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for establishment, enjoyment, maintenance and management of the Said Complex, (collectively **Common Portions**).

- 8.5 **Extras and Deposits:** For permanent electric connection to the Units, the Transferees shall pay the deposits as and when demanded by CESC Limited/WBSEDCL and/or other agencies. It is clarified that the Developer alone shall be entitled to receive and appropriate from all the Transferees (1) charges for HT electric equipment, like transformer and cabling (2) charges for generator and other amenities and facilities (3) deposits and advance for maintenance (4) deposits or proportionate share of deposits required to be given to the power supply agency (5) deposits or proportionate share of deposits required to be given to other statutory and/or utility supply agencies (6) Municipal taxes and all other tax outgoings in respect of the Units (including all other taxes as may be levied by the statutory authorities) (7) club membership fees (if any) (8) guarding charges (9) service tax and (10) legal documentation charges, (11) Marketing and Advertising (12) Brokerage (collectively **Extras**).
- 8.6 **Basic Sale Price:** The Parties shall time to time decide the sale price of the Units/Flats of their respective Allocations in the Said Project which is not including the Extras as mentioned above.
- 8.7 **Revenue:** The term Revenue shall include only Basic Sale Price of the Saleable Area i.e Flat/Units as defined above, after deducting the applicable taxes (if any).
- 8.8 **Building Materials:** The Developer shall be authorized in the name of the Land Owners to apply for and obtain at the costs of the Developer, quotas, entitlements and allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Land Owners and required for the construction of the Said Complex and the Land Owners shall have no liability or responsibility therefor.
- 8.9 **Temporary Connections:** The Developer shall be authorized in the name of the Land Owners to apply for and obtain at the costs of the Developer, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity





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and water connection at the Said Larger Premises which includes Said Property, upon payment of all usage and other applicable charges and the Land Owners shall have no liability or responsibility therefor.

8.10 **Alteration of Said Building Plan:** The Developer shall be entitled to alter, amend, revise modify, extend the Sanctioned Plan, as per it's requirement.

8.11 **Additional F.A.R:** On account of any change of rules or otherwise, in the event any additional F.A.R. is available for the Sanctioned Plan resulting in additional constructed space in the Said Complex, the revenue/benefit of such additional F.A.R. including incremental car parking spaces shall be shared by the Land Owners and the Developer in the same manner as per the respective allocations. The Land Owners hereby expresses it's No-Objection and shall sign and execute all such documents that may be required for this purpose.

8.12 **Name of the New Building:** The New Building shall be named as be decided by the Developer & Promoter and such name given by the Developer & Promoter shall not be changed under any circumstances, except by the Developer & Promoter.

8.12 **Co-operation:** Neither Party shall indulge in any activity that may be detrimental to the Project and/or which may affect the mutual interest of the Parties. The Land Owners shall provide all cooperation that may be necessary for successful completion of the Project.

9. Possession and Title Deeds

9.1 **Developer Inducted as Licensee:** For the purpose of carrying out the development in terms of this Agreement, the Land Owners has already inducted the Developer as a licensee in respect of the Said Property, in terms of this Agreement. Subject to the above, legal possession shall always be deemed to be with the Land Owner, without prejudice to the rights of the Developer under this Agreement.

9.2 **Deposit of Title Deeds:** At or before the date hereof, the Land Owners has deposited the original title documents and all link deeds of the Said Property with the Developer and the





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Developer shall be entitled to produce, submit and mortgage thereof before authorities, banks, financial institutions etc. And on completion of the Project, the Developer shall handover the original title deeds and all link deeds to the association of Transferees of Units (**Association**).

10. Powers and Authorities

10.1 General Power Of Attorney: Simultaneously herewith, the Land Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney relating to the Said Property (**General Power Of Attorney**) for the purposes of (1) getting the Said Building Plans sanctioned, revalidated, modified, altered by the RSM and the Planning Authorities in terms of this Agreement (2) construction of the Said Complex in terms of this Agreement and (3) booking and entering into agreements for sale and granting conveyance of the Units comprised in Said Complex to the Transferees, (4) receive the consideration money/sale proceeds and deposit the same before any Bank/Financial Institutions.

10.2 Further Acts: Notwithstanding grant of the General Power Of Attorney, the Land Owners hereby undertakes that it shall execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this Agreement.

11. Land Owner's Consideration:

11.1 Land Owner's Allocation: The Developer shall, at its own costs and expenses, construct, finish, fully complete and deliver to the Land Owners and handover undisputed possession of Four Flats having one Flat in each Floor each flat having Super-Built up Area measuring about 600 (Six Hundred) Square Feet in the New Building, in a habitable condition according to the Sanctioned Plan (**Land Owner's Allocation**). It is clarified that the Land Owner's Allocation shall include proportionate undivided, impartible and indivisible share in the Said Property, common areas, amenities and facilities made available in the Said Project such as paths, passages, stairway, electric meter room, pump room, overhead water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be





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required for establishment, enjoyment, maintenance and management of the New Building, morefully and particularly mentioned and described in the **Second Schedule** hereunder written.

12. Developer's Allocation: The Developer shall be fully and completely entitled to the remaining all areas in the New Building after handing over the Land Owners' Allocation. It is clarified that the Developer's Allocation shall include proportionate undivided, impartible and indivisible share in the Said Property, common areas, amenities and facilities made available in the Said Project such as paths, passages, stairway, electric meter room, pump room, overhead water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the New Building, morefully and particularly mentioned and described in the **Part II** of the **Second Schedule** hereunder written.

13. Sharing of Allocation: As soon as the Building Plan is sanctioned from the concerned Sanctioning Authority or Authorities the Parties shall delineate and demarcate their respective shares on mutual understanding as per the respective above mentioned Allocations on a photocopy of the Sanctioned Plan and thereby execute a Supplementary Agreement. The Owner's Allocation shall be marked with RED and the Developer's Allocation shall be marked with BLUE and the Common Areas shall be marked with GREEN. Both the Parties shall sign and endorse the said demarcated photocopy of the Plan. The same procedure shall be allowed for any amended or corrected Plan. Such Plan shall be an integral part of this Development Agreement and shall be conclusive proof of the respective allocations.

14. Dealing with Units in the New Buildings:

14.1 Land Owner's Allocation: Subject to the provisions mentioned above, the Land Owners shall be exclusively entitled to the Land Owner's Allocation and shall be entitled to transfer or otherwise deal with the Land Owner's Allocation in any manner the Land Owners deems appropriate without any right




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claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Land Owner's Allocation. It is however understood that the dealings of the Land Owners with regard to the Land Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Land Owner's Allocation shall be subject to the provisions of this Agreement and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Land Owner's Allocation but subject to provisions of this Agreement after obtaining the final Sanctioned Plan the Developer will allocate the proper Land Owner's Allocation to the Land Owners herein. **(Marketing Cost)**.

14.2 Possession on Completion of Construction: On the New Building being constructed, completed and finished in tenable and habitable condition (as certified by the Architect), the Developer shall hand over possession of the Land Owner's Allocation, till such time the Land Owner's Allocation are not being handed over by the Developer, the Developer shall not deliver possession of any part or portion of the Developer's Allocation to any Transferee or other third party and on the other hand the Land Owners shall take over the possession of its Allocation without any delay.

14.3 Developer's Allocation: The Developer shall be exclusively entitled to the Developer's Allocation and shall be entitled to transfer or otherwise deal with the Developer's Allocation and receive the consideration thereof in any manner the Developer deems appropriate without any right, claim, or interest therein whatsoever of the Land Owners and the Land Owners shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Developer's Allocation. It is however 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 Land Owner. However, any transfer of any part of the Developer's Allocation shall be subject to the provisions of this Agreement and the Land Owners shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the






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Developers Allocation but subject to provisions of this Agreement.

- 14.4 Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Land Owner's Allocation to the Land Owner, the Land Owners shall execute the Deed or Deeds of Conveyance of the Unit/Flat/Shop and undivided share in the Said Property in favour of the Transferee/s as be attributable to the Developer's Allocation in such parts as shall be required by the Developer. Such execution of Conveyances at the option of the Developer may be done by the Developer by exercising the powers and authorities granted under the Development Power of Attorney or by the Land Owners directly.
- 14.5 Cost of Transfer:** The costs of such Conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees.
- 14.6 Common Documentation:** The Land Owners and the Developer shall adopt common format of documentation for transfer of the Units/Flats/Shops to be drawn by Mr. Sanjay Sadhu, Advocate, Judges' Court, Barasat, North 24 Parganas. The Common Portions, Common Restrictions and all other matters of common interest, shall be uniformly adopted in the documentation by way of an agreement for Land Owner's Allocation.
- 14.7 Transfer by LAND OWNER:** The Land Owner, in its capacity as Land Owners of the Said Property, shall execute Deeds of Conveyance of the land share in the Said Complex in favour of the Flat/Unit/Shop Buyers/Transferees. Such conveyances shall be executed by the Developer on behalf of the Land Owner, on the strength of the General Power Of Attorney.
- 14.8 Possession to Transferees:** The Developer shall intimate The Land Owners by written Notice of clear 15 (Fifteen) days addressing to the Land Owners that to take over of possession of the Land Owner's Allocation by the Land Owners itself and on the expiry of that 15 (Fifteen) days it will be treated as deemed possession by the Land Owner.



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16. Municipal Taxes and Outgoings

- 16.1 Relating to Period Prior to Instant Agreement:** All municipal taxes, land revenue and outgoings (collectively **Rates**) on the Said Property relating to the period up to the instant agreement, whether as yet demanded or not, shall be borne, paid and discharged by the Land Owner. It is made specifically clear that all Rates outstanding upto such date shall remain the liability of the Land Owners and such dues shall be borne and paid by the Land Owners as and when called upon by any statutory authority.
- 16.2 Relating to Period After Instant Agreement:** All Rates on the Said Property relating to the period after the instant agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all Rates outstanding after such date shall remain the liability of the Developer and such dues shall be borne and paid by the Developer, till the Possession Date.
- 16.3 Relating to Period After Possession Date:** On and from the Possession Date, the Transferees shall pay the Rates applicable to their respective Units.
- 17. Maintenance After Possession Date**
- 17.1 Maintenance:** The Developer shall frame a scheme for the management and administration of the Said Complex including Common Portions thereof.
- 17.2 Maintenance Charge:** As and from the date possession, the concerned Transferees and Land Owners herein shall become responsible for proportionate payment of all maintenance charges and Extras (as mentioned in the Point No. 8.5 herein above) thereon for maintenance and upkeep of the Common Portions and facilities in the Said Complex (**Maintenance Charge**). The Maintenance Charge shall be fixed by the Developer and till such maintenance is handed over to a Society/Association and/or any other organization, the Developer shall collect the Maintenance Charge.

18. Common Restrictions



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- 18.1 **Applicable to All Units:** All Units/Flats of the Said Complex shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Complex.

19. Obligations of Developer

- 19.1 **Amalgamation of Said Property:** The Developer shall amalgamate the Said Property along with other land of the Said Larger Premises after complying with the Rules of RSM or any other appropriate authority.
- 19.2 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time, unless extended in writing.
- 19.3 **Meaning of Completion:** The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation but shall not include occupancy certificate from the RSM.
- 19.4 **Obtainment of Occupancy Certificate/Completion Certificate:** However it shall be the responsibility of the Developer to obtain Occupancy Certificate/Completion Certificate from the RSM or the appropriate authority in due course, and in no case the Land Owners herein shall be held responsible to obtain the Occupancy Certificate/Completion Certificate from the RSM
- 19.5 **Compliance With and No Violation of Laws:** The execution of the Project shall be in conformity with the prevailing laws, 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 proper compliance.
- 19.6 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the Said Complex with the help of the Architect, professional bodies and contractors.




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- 19.7 **Commencement of Project:** The development of the Said Property shall commence as per the Specifications, Said Building Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Land Owners having no responsibility in respect thereof in any manner whatsoever. The Developer shall intimate to the Land Owners from time to time the progress of the Project.
- 19.8 **Strict Adherence by Developer:** The Developer has assured the Land Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits given in this Agreement, without default.
- 19.9 **Construction at Developer's Risk and Cost:** The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Said Building Plans and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, the RSM and other authorities concerned and to the occupants/Transferees and to the third parties and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Land Owners fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/representatives thereof.
- 19.10 **Tax Liabilities:** All tax liabilities, namely GST, sales tax, value added tax, works contract tax and other dues in relation to the development and handing over of the Project shall be paid by the Land Owners for its Allocation and Developer for its Allocation, respectively. Any tax on income arising out of transfer of the Land Owner's Entitlement shall be borne by the Land Owner. GST, if any, shall be borne by the Transferees of the Units.
- 19.11 **Permission for Construction:** Subject to the specific responsibilities mentioned in this Agreement, it shall be the






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responsibility of the Developer to obtain all permissions required from various Government authorities for execution of the Project. The expenses to be incurred for obtaining all such permissions shall be borne by the Developer.

20. Obligations of LAND OWNER

- 20.1 **Co-operation with Developer:** The Land Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 20.2 **Act in Good Faith:** The Land Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 20.3 **Documentation and Information:** The Land Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time provided the same are available with the Land Owner.
- 20.4 **No Obstruction in Dealing with Developer's Functions:** The Land Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 20.5 **No Obstruction in Construction:** The Land Owners covenant not to cause any interference or hindrance in the construction of the Said Complex.
- 20.6 **No Dealing with Said Property:** The Land 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.
- 20.7 **Strict Adherence by Land Owner:** The Land Owners has assured the Developer that they shall implement the terms and conditions of this Agreement strictly without any violation.

21. Indemnity

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21.1 **By Developer:** The Developer hereby indemnifies and agrees to keep the Land Owners saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Land Owners in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or defect therein 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 or violation of any permission, rules, regulations or bye-laws or arising out of any construction related accident or otherwise. Save and except any title related actions/claims (which shall be the sole liability of the Land Owner), the Developer hereby further indemnifies and agrees to keep the Land Owners saved, harmless and indemnified of, from and against any actions/claims (including actions relating to deficiency in service) made by the Transferees of the Said Complex.

21.2 **By Land Owner:** The Land Owners hereby indemnifies and agrees to keep the Developer saved, harmless and indemnified of, from and against any and all actions, suits, costs, proceedings, claims, losses, damages or liabilities (whether criminal or civil) that the Developer may suffer due to any defect in title of the Land Owners to the Said Property and/or any encumbrance or liability whatsoever thereon.

22. Limitation of Liability

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

23. Miscellaneous

23.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take their own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

23.2 **Essence of Contract:** The Land Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.





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- 23.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of this Agreement and any document for giving effect to all or any of the terms and conditions set out in this Agreement.
- 23.4 **Valid Receipt:** The Land Owners shall pass valid receipts for all amounts paid under this Agreement.
- 23.5 **No Partnership:** The Land Owners and the Developer have entered into this Agreement purely as a contract 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.
- 23.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 23.7 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 23.8 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the LAND OWNERS or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.

24. Termination

- 24.1 **Circumstances of Termination:** In the event all permissions, consents, clearances, registrations and no objections required for commencement of construction of the Said Complex not being granted for any reason whatsoever, this Agreement shall stand terminated at the option of the Developer. Except as mentioned above, none of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this

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Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

25. Force Majeure

- 25.1 **Meaning of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) any notice, order of injunction, litigation, attachments, etc. (10) any rule or notification of the Government or any other public authority and (11) any act of Government such as change in legislation or enactment of new law or restrictive laws or regulations (12) epidemics/pandemics (13) lockdowns declared by the State Government/ Central Government (collectively **Force Majeure**). However, on happening of any of the events of Force Majeure (as mentioned above), the concerned Party shall immediately inform the other Party in writing.

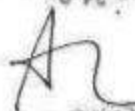
- 25.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of their/its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of their/its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

26. Confidentiality

- 26.1 **Confidential Information:** Confidential information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses of the Parties (including, but not limited to the provisions of this Agreement) and in whatever form, which is acquired by or disclosed to the other Party pursuant to this Agreement but excluding anything which is known/available in the public domain (**Confidential Information**).






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26.2 **Handling of Confidential Information:** In consideration of Confidential Information of each Party (**Disclosing Party**) being made available to the other Party (**Receiving Party**) under this Agreement, the Receiving Party shall at all times:

26.2.1 **Secrecy:** treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.

26.2.2 **No Misuse:** not use any such Confidential Information other than for the purpose of performing their/its obligations under this Agreement and in particular, not use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.

26.2.3 **No Third-Party Disclosure:** not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party provided that no consent shall be required for any disclosure to third parties for the purpose of compliance with law and/or for implementation of this Agreement.

26.2.4 **No Copying:** not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

27. Entire Agreement

27.1 **Supersessions:** 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 but does not impact any correspondence or agreement made contemporaneously or hereafter.

28. Severance

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- 28.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 28.2 **Modification of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were modified, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

29. Reservation of Rights

- 29.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.
- 29.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 29.3 **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.
- 29.4 **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of






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any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

30. Amendment/Modification

- 30.1 **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 both the Parties and expressly referring to the relevant provision of this Agreement.

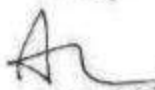
31. Notice

- 31.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by registered post with acknowledgement due to the proper address and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time). The Land Owners shall address all such notices and other written communications to the Managing Partner of the Developer and the Developer shall address all such notices and other written communications to the Land Owner.

- 31.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery (2) if sent by facsimile transmission, at the time of transmission (if sent during business hours) or at the beginning of business hours next following the time of transmission (if not sent during business hours), in the place to which the facsimile was sent (3) if sent by registered post, on the 4th day of handing over the same to the postal authorities.

- 31.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of a




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facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted or in the case of registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities.

32. Arbitration

32.1 **Referral of Disputes to Arbitration:** Any and all 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 whether *inter se* between the Land Owners or between the Land Owners and the Developer (collectively **Disputes**), shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

32.2 **Arbitration Tribunal:** In case the Disputes are between the Land Owners of the one part and the Developer of the other part, the Parties irrevocably agree that the Arbitration Tribunal shall consist of 1 (one) Arbitrator to be appointed jointly by the Land Owners and the Developer, failing which the Arbitration Tribunal shall consist of three Arbitrators, 1 (one) Arbitrator to be appointed by the Land Owner, 1 (one) Arbitrator to be appointed by the Developer and the Chairman of the Arbitration Tribunal to be jointly appointed by the said 2 (two) Arbitrators.

32.3 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that (1) the place of arbitration shall be Kolkata only (2) the language of the arbitration shall be English (3) the Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes (4) the Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law (5) the arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with Amendment made from time to time and the provisions of the said act shall apply to the arbitration






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proceedings and (6) the directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

33. Jurisdiction

- 33.1 **Court:** In connection with the aforesaid arbitration proceedings, the District Court of the district in which the Said Property is situated and the Hon'ble High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

34. Rules of Interpretation

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

- 34.2 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statute, statutory provision or subordinate legislation shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statute, statutory provision or subordinate legislation.

- 34.3 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

- 34.4 **Gender:** In this Agreement, words denoting any gender including all other genders.

- 34.5 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.

- 34.6 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a

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Authorized Signatory




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statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

- 34.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 34.8 **Headings:** In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
- 34.9 **Definitions:** In this Agreement, the words put in brackets and in bold print define the word, phrase and expression immediately preceding.

First Schedule (Said Property)

ALL THAT Land classified as *Bastu* measuring about **8.2500** (Eight Point Two Five Zero) decimal, more or less, equivalents to 5 (Five) Cottah, more or less, out of 56 (Sixteen) decimal **TOGETHERWITH** 150 Sq. Ft Old dilapidated Kachha structure, being a portion of R.S. Dag No. 858 corresponding to **L.R. Dag No. 1007** (One Thousand Seven), recorded in **L.R. Khatian Nos. 3421** (1.8125 Decimal), **3424** (1.8125 Decimal), **2091** (1.00 Decimal), **3423** (1.8125 Decimal) & **3422** (1.8125 Decimal), *Mouza Jagaddal*, J.L. No. 71, Police Station Sonarpur, within the limits of Ward No. 26 of the Rajpur-Sonarpur Municipality, having Holding No. 136, Dr. B. C. Roy Road, Charaktala, Jagaddal, Kolkata 700151, Additional District Sub-Registrar Sonarpur, in the District of South 24 Parganas, West Bengal, the Said Property is delineated and demarcated on the Plan annexed hereto and bordered in Colour Red thereon and the Said Property is butted and bounded as follows-

On the North	: 40' Feet Wide Dr. B C Roy Road
On the East	: By Land of LR Dag No. 858
On the South	: By Land of LR Dag No. 858
On the West	: By Land of LR Dag No. 858

TOGETHER WITH all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Property and appurtenances and inheritances for access and user thereof, free from all encumbrances.

GADIA ASSOCIATES PVT. LTD.

Abhishek Khoria

Authorized Signatory




Addl. Dist. Sub Registrar
South 24 Parganas

14 MAY 2024

Second Schedule

Part-I

(Land Owner's Allocation)

The Developer shall, at its own costs and expenses, construct, finish, fully complete and deliver to the Land Owners and handover undisputed possession of Four Flats having one Flat in each Floor and each flat having Super-Built up Area measuring about 600 (Six Hundred) Square Feet in the New Building, in a habitable condition according to the Sanctioned Plan. It is clarified that the Land Owner's Allocation shall include proportionate undivided, impartible and indivisible share in the Said Property, common areas, amenities and facilities made available in the Said Project such as paths, passages, stairway, electric meter room, pump room, overhead water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the New Building.

Part-II

(Developer's Allocation)

The Developer shall be fully and completely entitled to the remaining all areas in the New Building after handing over the Land Owners' Allocation. It is clarified that the Developer's Allocation shall include proportionate undivided, impartible and indivisible share in the Said Property, common areas, amenities and facilities made available in the Said Project such as paths, passages, stairway, electric meter room, pump room, overhead water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the New Building.

3rd Schedule

(Specifications)

Structure

Earthquake resistance RCC framed structure with monolithic concrete.

Internal Walls

RCC wall/Brick wall/Block wall

GADIA ASSOCIATES PVT. LTD.

Abhishek Khosla

Authorised Signatory




Addl. Dist. Sub Registrar
Sonarpur
South 24 Parganas

14 MAY 2024

Doors

Entrance Doors with Front Laminated Flush Doors, Internal Doors with Flush Doors.

Windows

Anodized powder coated Aluminium frames with fully glazed shutters and quality fittings

Flooring

Vitrified tile flooring in all other Bedrooms, Living/Dining Room, and Balcony.

Floor

- Anti-Skid Ceramic tiles

Counter Tops

- Granite with Stainless steel sink

Dados

- Ceramic tiles up to Ceiling level.

Toilet

Floor - Marble/Granite/Vitrified/Ceramic Tiles

Imported Marble

Dados

Ceramic tiles up to Ceiling level.

Basin Counter: Imported Marble

Sanitaryware

White, high quality porcelain fittings like Jaguar/Hindware/equivalents. Chromium-plated fittings.

Electricals

Superior quality concealed copper wiring (like Havels/Anchor/Equivalent) with the latest modular switches.

Telephone Wiring

Central distribution console, networked with all Flats.

Elevators

Elevators of reputed brands (Like Otis/Kone/Johnsons)

Exterior

Weather proof exterior finish of high quality (Like Berger/Asian Paints/equivalents)

35. Execution and Delivery

GADIA ASSOCIATES PVT. LTD.

Abhishek Kharia

Authorized Signatory



A

Addl. Dist. Sub Registrar
Sonarpur
South 24 Parganas

14 MAY 2024

35.1 **In Witness Whereof** the Parties have executed this Agreement on the date mentioned above.

<u>Niladri Ghosh</u> (Niladri Ghosh)	<u>Niladri Ghosh.</u> (Minor Tiyaasha Ghosh represented by her lawfully appointed guardian namely Niladri Ghosh) <u>সন্ধ্যারানী ঘোষ</u> (Sandhyarani Ghosh)
<u>Raj Kumar Ghosh.</u> (Raj Kumar Ghosh)	<u>Swapn Kumar Ghosh.</u> (Swapan Kumar Ghosh)
<u>Mita Das</u> (Mita Das)	<u>Surojeet Kumar Ghosh</u> (Surojeet Kumar Ghosh)

Land Owners

GADIA ASSOCIATES PVT. LTD.

Director

[Gadia Associates Private Limited]
[Developer]

Prepared in my office:

(SANJAY SADHU)

Advocate

Enrolment No. WB/770/2000

District Judges Court, Barasat, North 24 Parganas

Witnesses:

Signature Anupam Mondal
Name - Anupam Mondal
Father's Name - Amrit Mondal
Address - Ururi, Post Office - Ururi,
 Police Station - Bhupatinagar,
 District-Purba Medinipur, PIN-
 721458, West Bengal.

Signature Pradip Kumar Thakur
Name PRADIP KUMAR THAKUR
Father's Name Pradosh Thakur
Address 207, C.R. Avenue, KOL-6.

GADIA ASSOCIATES PVT. LTD.

-Abhishek Kharia

Authorised Signatory




Addl Dist. Sub-Registrar
Sonarpur
South 24 Parganas

14 MAY 2024

SPECIMEN FORM OF TEN FINGER PRINTS

Signature of the executants
and/or purchaser
Presentants



Signature-

S. K. Kheria



Little



Ring



Middle

(Left Hand)



Fore



Thumb



Thumb



Fore



Middle

(Right Hand)



Ring



Little



Signature-

Mitu Das



Little



Ring



Middle

(Left Hand)



Fore



Thumb



Thumb



Fore



Middle

(Right Hand)



Ring



Little



Signature-

M. K. Kheria



Little



Ring



Middle

(Left Hand)



Fore



Thumb



Thumb



Fore



Middle

(Right Hand)



Ring



Little

GADIA ASSOCIATES PVT. LTD.

Abhishek Kheria

Authorised Signatory




Additional District Registrar
South 24 Parganas

14 MAY 2024

SPECIMEN FORM OF TEN FINGER PRINTS

Signature of the executants
and/or purchaser
Presentants



Signature-

Niladri Ghosh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Signature-

Surapan Kumar Ghosh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



Signature-

Sanjeet Kumar Ghosh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

GADIA ASSOCIATES PVT. LTD.

Abhishek Kharia

Authorised Signatory




Additional District Sub-Registrar
Sonarpur
South 24 Parganas

14 MAY 2024

SPECIMEN FORM OF TEN FINGER PRINTS

Signature of the executants
and/or purchaser
Presentants



Signature-

Raj Kumar Ghosh

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Signature-

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Signature-

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

GADIA ASSOCIATES PVT. LTD.

Abhishek Kharia

Authorised Signatory




Addl. Dist. Sub Registrar
South 24 Parganas

14 MAY 2024



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



192024250045206068

GRN Details

GRN:	192024250045206068	Payment Mode:	SBI Epay
GRN Date:	13/05/2024 16:47:22	Bank/Gateway:	SBIePay Payment Gateway
BRN :	2993739844123	BRN Date:	13/05/2024 16:47:47
Gateway Ref ID:	241348865419	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	130520242004520605	Payment Init. Date:	13/05/2024 16:47:22
Payment Status:	Successful	Payment Ref. No:	2001083323/2/2024

[Query No* Query Year]

Depositor Details

Depositor's Name: Mr GADIA ASSOCIATES PVT LTD
Address: MERIDIAN PLAZA, 209, C.R. AVENUE, KOLKATA - 700006
Mobile: 9831064848
Email: INFO@MERIDIANGROUPREALTY.IN
Period From (dd/mm/yyyy): 13/05/2024
Period To (dd/mm/yyyy): 13/05/2024
Payment Ref ID: 2001083323/2/2024
Dept Ref ID/DRN: 2001083323/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001083323/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	7020
2	2001083323/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				7041

IN WORDS: SEVEN THOUSAND FORTY ONE ONLY.

GADIA ASSOCIATES PVT. LTD.

-Abhishek Khuria

Authorised Signatory

Major Information of the Deed

Deed No :	I-1608-04024/2024	Date of Registration	14/05/2024
Query No / Year	1608-2001083323/2024	Office where deed is registered	
Query Date	29/04/2024 5:48:05 PM	A.D.S.R. SONARPUR, District: South 24-Parganas	
Applicant Name, Address & Other Details	ANUPAM MONDAL Kadam Pukur, Near Bander More, Thana : New Town, District : North 24-Parganas, WEST BENGAL, PIN - 700156, Mobile No. : 9002365664, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property. Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 47,25,004/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,030/- (Article 48(g))	Rs. 21/- (Article E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area).		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dr. B. C. Roy road, Mouza: Jagaddal, JI No: 71, Pin Code : 700151

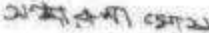
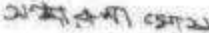
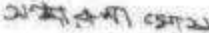
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1007 (RS >)	LR-3421	Bestu	Danga	1.8125 Dec		10,38,069/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L2	LR-1007 (RS >)	LR-3424	Bestu	Danga	1.8125 Dec		10,38,069/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L3	LR-1007 (RS >)	LR-2091	Bestu	Danga	1 Dec		5,72,728/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L4	LR-1007 (RS >)	LR-3423	Bestu	Danga	1.8125 Dec		10,38,069/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
L5	LR-1007 (RS >)	LR-3422	Bestu	Danga	1.8125 Dec		10,38,069/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
		TOTAL :			8.25Dec	0 /-	47,25,004 /-	
		Grand Total :			8.25Dec	0 /-	47,25,004 /-	

GAOIA ASSOCIATES PVT LTD.

Abhishek Khoria

Authorized Signatory

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Niladri Ghosh Son of Late Sushanta Ghosh Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office </td> <td>  14/05/2024 </td> <td>  Captured LTI 14/05/2024 </td> <td>  14/05/2024 </td> </tr> </tbody> </table> Dr. B.C. Roy Road, City:- Not Specified, P.O:- Dakshin Jagaddal, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700151 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,Date of Birth:XX-XX-1XX3 , PAN No.: BPxxxxxx3F, Aadhaar No: 73xxxxxxxx1518, Status :Individual, Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Niladri Ghosh Son of Late Sushanta Ghosh Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	 14/05/2024	 Captured LTI 14/05/2024	 14/05/2024
Name	Photo	Finger Print	Signature						
Niladri Ghosh Son of Late Sushanta Ghosh Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	 14/05/2024	 Captured LTI 14/05/2024	 14/05/2024						
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Tiyasha Ghosh Daughter of Late Sushanta Ghosh Dr. B.C. Roy Road, City:- Not Specified, P.O:- Dakshin Jagaddal, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700151 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India,Date of Birth:XX-XX-2XX9 , PAN No.: bxxxxxx3f, Aadhaar No: 76xxxxxxxx3674, Status :Minor, Executed by: Guardian, Executed by: Guardian </td> <td>  14/05/2024 </td> <td>  Captured LTI 14/05/2024 </td> <td>  14/05/2024 </td> </tr> </tbody> </table> Dr. B.C. Roy Road, City:- Not Specified, P.O:- Dakshin Jagaddal, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700151 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,Date of Birth:XX-XX-1XX4 , PAN No.: AZxxxxxxBC, Aadhaar No: 75xxxxxxxx3482, Status :Individual, Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Tiyasha Ghosh Daughter of Late Sushanta Ghosh Dr. B.C. Roy Road, City:- Not Specified, P.O:- Dakshin Jagaddal, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700151 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India,Date of Birth:XX-XX-2XX9 , PAN No.: bxxxxxx3f, Aadhaar No: 76xxxxxxxx3674, Status :Minor, Executed by: Guardian, Executed by: Guardian	 14/05/2024	 Captured LTI 14/05/2024	 14/05/2024
Name	Photo	Finger Print	Signature						
Tiyasha Ghosh Daughter of Late Sushanta Ghosh Dr. B.C. Roy Road, City:- Not Specified, P.O:- Dakshin Jagaddal, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700151 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India,Date of Birth:XX-XX-2XX9 , PAN No.: bxxxxxx3f, Aadhaar No: 76xxxxxxxx3674, Status :Minor, Executed by: Guardian, Executed by: Guardian	 14/05/2024	 Captured LTI 14/05/2024	 14/05/2024						
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Raj Kumar Ghosh Son of Late Nabakumar Ghosh Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office </td> <td>  14/05/2024 </td> <td>  Captured LTI 14/05/2024 </td> <td>  14/05/2024 </td> </tr> </tbody> </table> Dr. B.C. Roy Road, City:- Not Specified, P.O:- Dakshin Jagaddal, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700151 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,Date of Birth:XX-XX-1XX4 , PAN No.: AZxxxxxxBC, Aadhaar No: 75xxxxxxxx3482, Status :Individual, Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Raj Kumar Ghosh Son of Late Nabakumar Ghosh Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	 14/05/2024	 Captured LTI 14/05/2024	 14/05/2024
Name	Photo	Finger Print	Signature						
Raj Kumar Ghosh Son of Late Nabakumar Ghosh Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	 14/05/2024	 Captured LTI 14/05/2024	 14/05/2024						
4	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Sandhyarani Ghosh Wife of Late Nabakumar Ghosh Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office </td> <td>  14/05/2024 </td> <td>  Captured LTI 14/05/2024 </td> <td>  14/05/2024 </td> </tr> </tbody> </table> Dr. B.C. Roy Road, City:- Not Specified, P.O:- Dakshin Jagaddal, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700151 Sex: Female, By Caste: Hindu, Occupation: Housewife, Citizen of: India,Date of Birth:XX-XX-1XX8 , PAN No.: CDxxxxxx5M, Aadhaar No: 75xxxxxxxx3482, Status :Individual, Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	Name	Photo	Finger Print	Signature	Sandhyarani Ghosh Wife of Late Nabakumar Ghosh Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	 14/05/2024	 Captured LTI 14/05/2024	 14/05/2024
Name	Photo	Finger Print	Signature						
Sandhyarani Ghosh Wife of Late Nabakumar Ghosh Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office	 14/05/2024	 Captured LTI 14/05/2024	 14/05/2024						

GADIA ASSOCIATES PVT. LTD.

Abhishek Kharia

Authorized Signatory

5	Name	Photo	Finger Print	Signature
	Mita Das Wife of Late Sanjay Das Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office		 Captured	
	Dwarir Road, City:- Not Specified, P.O:- Rajpur Sonarpur, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700151 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX1 , PAN No.: AOxxxxxx1F, Aadhaar No: 62xxxxxxxx5005, Status :Individual, Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office			
6	Name	Photo	Finger Print	Signature
	Swapan Kumar Ghosh Son of Late Kamal Krishna Ghosh Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office		 Captured	
	68, Jiban Mohini Ghosh Park, City:- Not Specified, P.O:- Haridebpur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX7 , PAN No.: AWxxxxxx4G, Aadhaar No: 57xxxxxxxx0358, Status :Individual, Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office			
7	Name	Photo	Finger Print	Signature
	Surojeet Kumar Ghosh Son of Swapan Kumar Ghosh Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office		 Captured	
	68, Jiban Mohini Ghosh Park, City:- Not Specified, P.O:- Haridebpur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700082 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-2XX1 , PAN No.: DKxxxxxx3A, Aadhaar No: 57xxxxxxxx1776, Status :Individual, Executed by: Self, Date of Execution: 14/05/2024 , Admitted by: Self, Date of Admission: 14/05/2024 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Gadia Associates Private Limited 209, Chittaranjan Avenue, 4th Floor, City:- , P.O:- Beadon Street, P.S:-Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700008 Date of Incorporation:XX-XX-1XX5 , PAN No.: sxxxxxx4d,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

GADIA ASSOCIATES PVT LTD

Abhishek Khoria

Authorized Signatory

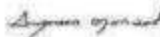
Guardian Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Niladri Ghosh Son of Late Sushanta Ghosh Date of Execution - 14/05/2024, , Admitted by: Self, Date of Admission: 14/05/2024, Place of Admission of Execution: Office		 Captured	
	May 14 2024 2:12PM LTI 14/05/2024			14/05/2024
Dr. B.C. Roy Road, City:- Not Specified, P.O:- Dakshin Jagaddal, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700151, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.: BPxxxxxx3F, Aadhaar No: 73xxxxxxxx1518 Status : Guardian, Guardian of : Tiyaasha Ghosh				

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Sunil Gadia (Presentant) Son of Ratan Lal Gadia Date of Execution - 14/05/2024, , Admitted by: Self, Date of Admission: 14/05/2024, Place of Admission of Execution: Office		 Captured	
	May 14 2024 1:56PM LTI 14/05/2024			14/05/2024
CF-71, Salt Lake City, Sector-I, City:- , P.O:- Tank No Six, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.: abxxxxxx2f, Aadhaar No: 55xxxxxxxx9729 Status : Representative, Representative of : Gadia Associates Private Limited (as director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Anupam Mondal Son of Amrita Mondal Uruli, City:- , P.O:- Uruli, P.S:- Bhupatinagar, District:-Purba Midnapore, West Bengal, India, PIN:- 721458		 Captured	
	14/05/2024	14/05/2024	14/05/2024
Identifier Of Niladri Ghosh, Raj Kumar Ghosh, Sandhyarani Ghosh, Mita Das, Swapan Kumar Ghosh, Surojeet Kumar Ghosh, Niladri Ghosh, Sunil Gadia			

GADIA ASSOCIATES PVT LTD.

Abhishek Khoria

Authorized Signatory

Transfer of property for L1		
Sl.No	From	To, with area (Name-Area)
1	Niladri Ghosh	Gadia Associates Private Limited-0.90625 Dec
2	Tiyasha Ghosh	Gadia Associates Private Limited-0.90625 Dec
Transfer of property for L2		
Sl.No	From	To, with area (Name-Area)
1	Raj Kumar Ghosh	Gadia Associates Private Limited-1.8125 Dec
Transfer of property for L3		
Sl.No	From	To, with area (Name-Area)
1	Sandhyarani Ghosh	Gadia Associates Private Limited-1 Dec
Transfer of property for L4		
Sl.No	From	To, with area (Name-Area)
1	Mita Das	Gadia Associates Private Limited-1.8125 Dec
Transfer of property for L5		
Sl.No	From	To, with area (Name-Area)
1	Niladri Ghosh	Gadia Associates Private Limited-0.258929 Dec
2	Tiyasha Ghosh	Gadia Associates Private Limited-0.258929 Dec
3	Raj Kumar Ghosh	Gadia Associates Private Limited-0.258929 Dec
4	Sandhyarani Ghosh	Gadia Associates Private Limited-0.258929 Dec
5	Mita Das	Gadia Associates Private Limited-0.258929 Dec
6	Swapn Kumar Ghosh	Gadia Associates Private Limited-0.258929 Dec
7	Surojeet Kumar Ghosh	Gadia Associates Private Limited-0.258929 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Dr. B. C. Roy road, Mouza: Jagaddal, JI No: 71, Pin Code : 700151

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1007, LR Khatian No:- 3421	Owner:raj kumar ghosh, Gurdian:raj kumar ghosh, Address:ra, Classification:em, Area:0.02000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 1007, LR Khatian No:- 3424	Owner:raj kumar ghosh, Gurdian:raj kumar ghosh, Address:ra, Classification:em, Area:0.01000000 Acre,	Raj Kumar Ghosh
L3	LR Plot No:- 1007, LR Khatian No:- 2091	Owner:sandhyarani ghosh, Gurdian:sandhyarani ghosh, Address:ra, Classification:em, Area:0.01000000 Acre,	Sandhyarani Ghosh
L4	LR Plot No:- 1007, LR Khatian No:- 3423	Owner:mita das, Gurdian:mita das, Address:ra, Classification:em, Area:0.02000000 Acre,	Mita Das
L5	LR Plot No:- 1007, LR Khatian No:- 3422		Seller is not the recorded Owner as per Applicant.

GADIA ASSOCIATES PVT. LTD.

Abhishek Kharia

Authorized Signatory

On 14-05-2024

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

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

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

Presented for registration at 13:18 hrs on 14-05-2024, at the Office of the A.D.S.R. SONARPUR by Sunil Gadia ,

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 47,25,004/-

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

Execution is admitted on 14/05/2024 by 1. Niladri Ghosh, Son of Late Sushanta Ghosh, Dr. B.C. Roy Road, P.O: Dakshin Jagaddal, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700151, by caste Hindu, by Profession Service, 2. Raj Kumar Ghosh, Son of Late Nabakumar Ghosh, Dr. B.C. Roy Road, P.O: Dakshin Jagaddal, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700151, by caste Hindu, by Profession Business, 3. Sandhyarani Ghosh, Wife of Late Nabakumar Ghosh, Dr. B.C. Roy Road, P.O: Dakshin Jagaddal, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700151, by caste Hindu, by Profession House wife, 4. Mita Das, Wife of Late Sanjay Das, Dwarir Road, P.O: Rajpur Sonarpur, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700151, by caste Hindu, by Profession Service, 5. Swapen Kumar Ghosh, Son of Late Kamal Krishna Ghosh, 68, Jiban Mohini Ghosh Park, P.O: Haridebpur, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Business, 6. Surojeet Kumar Ghosh, Son of Swapen Kumar Ghosh, 68, Jiban Mohini Ghosh Park, P.O: Haridebpur, Thana: Behala, South 24-Parganas, WEST BENGAL, India, PIN - 700082, by caste Hindu, by Profession Service

Identified by Anupam Mondal, Son of Amrita Mondal, Ururi, P.O: Ururi, Thana: Bhupatinagar, Purba Midnapore, WEST BENGAL, India, PIN - 721458, by caste Hindu, by profession Business

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

Execution is admitted on 14-05-2024 by Sunil Gadia, director, Gadia Associates Private Limited (Private Limited Company), 209, Chittaranjan Avenue, 4th Floor, City:-, P.O:- Beadon Street, P.S:-Girish Park, District-Kolkata, West Bengal, India, PIN:- 700006

Identified by Anupam Mondal, Son of Amrita Mondal, Ururi, P.O: Ururi, Thana: Bhupatinagar, Purba Midnapore, WEST BENGAL, India, PIN - 721458, by caste Hindu, by profession Business

Executed by Guardian

Execution is admitted by Niladri Ghosh, Son of Late Sushanta Ghosh, Dr. B.C. Roy Road, P.O: Dakshin Jagaddal, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700151, by caste Hindu, by profession Service as the guardian of minor Tiyaasha Ghosh Dr. B.C. Roy Road, P.O: Dakshin Jagaddal, Thana: Sonarpur, South 24-Parganas, WEST BENGAL, India, PIN - 700151

Identified by Anupam Mondal, Son of Amrita Mondal, Ururi, P.O: Ururi, Thana: Bhupatinagar, Purba Midnapore, WEST BENGAL, India, PIN - 721458, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/05/2024 4:47PM with Govt. Ref. No: 192024250045206068 on 13-05-2024, Amount Rs: 21/-, Bank: SBI EPay (SBIPay), Ref. No. 2993739844123 on 13-05-2024, Head of Account 0030-03-104-001-16

GADIA ASSOCIATES PVT. LTD.

Abhishek Kharia

Authorized Signatory

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 10,00/- by online = Rs 7,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5454, Amount: Rs.10.00/-, Date of Purchase: 29/02/2024, Vendor name: Mita Dutta

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 13/05/2024 4:47PM with Govt. Ref. No: 192024250045206088 on 13-05-2024, Amount Rs: 7,020/-, Bank: SBI EPay (SBIPay), Ref. No. 2993739844123 on 13-05-2024, Head of Account 0030-02-103-003-02



Arindam Chakraborty

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SONARPUR

South 24-Parganas, West Bengal

GADIA ASSOCIATES PVT. LTD.

Abhishek Khoria

Authorized Signatory

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1608-2024, Page from 77954 to 78001
being No 160804024 for the year 2024.



AZ

Digitally signed by ARINDAM CHAKRABORTY
Date: 2024.05.21 15:28:47 +05:30
Reason: Digital Signing of Deed.

(Arindam Chakraborty) 21/05/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
West Bengal.

GAJIA ASSOCIATES PVT LTD

Abhishek Kharia

Authorized Signatory