
DATED THIS 16th DAY OF MAY, 2024

BETWEEN

MATA REALTY & INFRACON..... OWNER

AND

AARIFA REALTY LLP DEVELOPER

DEVELOPMENT AGREEMENT

NISHANT KR. SARAF ADVOCATES
8, OLD POST OFFICE STREET,
2ND FLOOR, KOLKATA 700 001.
Phone: (033) 2262 3384
Email : nishantsaraf1976@gmail.com

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made on this 16th day of MAY, Two Thousand and Twenty - Four (2024).

BETWEEN

MATA REALTY & INFRACON (PAN : ABIFM2165M) a Partnership firm incorporated under the Partnership Act, 1932, having its office at 31/2, Sahapur Colony, Plot No. 115, New Alipore, Kolkata-700 053, Post Office & Police Station - New Alipore, duly represented by its Partners namely **Mr. Sreyans Munot**, (PAN : AJRPM7975Q) (Aadhaar No. 5452 8170 7125), son of Parash Mall Munot, by Faith Hindu, by Occupation Business, by Nationality Indian, residing at 14, Kshirod Ghosh Road, Post Office Howrah GPO, Police Station Golabari, Howrah - 711101 And **Mrs. Saroj Jain**, PAN - AZBPJ0383M, Aadhaar No. 2412 6545 5876, Wife of Late Nem Chand Jain by Faith Hindu, by Occupation - Business, by Nationality Indian, Residing at 32/5, New Alipore Road, Kolkata - 700053, Post Office & Police Station - New Alipore, hereinafter referred to as the 'OWNER' (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor in office and/or successors in office and/or assigns), of the **ONE PART**;

Certified that the document is admitted for Registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

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Alipore, South 24-Parganas

16 MAY 2024

17/9/24

Nishant Kr. Sarat. Advocates
8, Old Post Office Street,
2nd Floor Kolkata-700 001

NAME.....
ADD.....
Rs.....
19 APR 2024
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. S. C. C.
2 & 3, K. S. Road, Kol-1

19 APR 2024
19 APR 2024



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AND

M/S AARIFA REALTY LLP (PAN NO. ABZFA0091R) a limited liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act, 2008, having its office at 3, Royd Lane, Kolkata 700016, Police Station & Post Office Park Street, West Bengal, represented by its designated partner namely **MOHAMAD KAMAL ASHRAF, (PAN: AIFPA3630H), (Aadhar No. 8542 4231 4855)**, son of Haji Md. Samsuddin, by Nationality Indian, by Faith Islam, by Occupation Business, residing at 36, Elliot Road, Police Station & Post Office – Park Street, Kolkata – 700016, West Bengal, hereinafter referred to as the **'DEVELOPER'** (which terms or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successor in office and/or successors in office and/or assigns), of the **OTHER PART.**

The Owner and the Developer are collectively referred to as the **"Parties"** and individually as the **"Party"**.

WHEREAS :

- A. The Owner is seized and possessed of or otherwise well and sufficiently entitled to **All That** piece and parcel of Land measuring about **11 (Eleven) Cottahs, 2 (Two) Chittacks and 37 (Thirty-Seven) Sq. Ft.** situated at Municipal Premises No. **977, Motilal Gupta Road, Kolkata 700034**, Police Station Haridevpur, within the local limit of the Kolkata Municipal Corporation, under Ward No. 122, under Mouza Syeadpur, J.L. No. 112, formerly J.L. No. 12, Re. Se. No. 193, Touzi No. 31, R.S. Dag Nos. 51 and 52, under Khatian No. 320, L.R. Khatian No. 2011, morefully and particularly described in the **FIRST SCHEDULE** hereunder written and shown in the map or plan annexed hereto and coloured **Red** thereon (hereinafter referred to as the **Said Land**). The description of the title of the owner herein is morefully described in the **EIGHTH SCHEDULE** hereinafter written.
- B. The Owner herein decided to develop the **Said Land** as described in the **First Schedule**.
- C. To ensure an development of the Said Land, the Owner approached the Developer for undertaking development of the Said Land as described in the **First Schedule** and the Developer has agreed to develop the Said Land on the terms and condition stated herein after.

NOW THIS AGREEMENT WITNESSETH and is hereby agreed by and between the Parties hereto as follows:-

ARTICLE I - DEFINITIONS



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Unless in this Agreement there is something in the subject or context inconsistent therewith.

- 1.1 **ADVOCATES** shall mean **Mr. Nishant Kr. Saraf, Advocate** of 8, Old Post Office Street, 2nd Floor, Kolkata 700001.
- 1.2 **ARCHITECT** shall mean **Mr. Raj Agarwal** or anyone else appointed by the Developer in consultation with the Owner, as the Architect for the Complex.
- 1.3 **BUILDING** shall mean the new buildings to be constructed as per the Building Plan on the said Land and shall include the parking and other spaces intended or meant for the enjoyment of the building.
- 1.4 **PLAN** shall mean the building sanction plan sanctioned by Kolkata Municipal Corporation under BP No. 2022130282 dated 03/02/2023 and shall include modifications and/or additions and/or alterations thereto as may be necessary and/or required from time to time.
- 1.5 **PARKING SPACE** shall mean all the spaces in the portions at the or ground floor level, whether open or covered, of the Complex expressed or intended to be reserved for parking of motor cars/scooters.
- 1.6 **COMMON AREAS, FACILITIES AND AMENITIES** shall mean the areas installations and facilities in the New Building(s) and the Said Premises expressed or intended by the Developer for Common use and enjoyment by the transferees of units in the New Building(s), particularly described in the **Second Schedule** hereunder written.
- 1.7 **COMMON EXPENSES** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the **Third Schedule** hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-Charge.
- 1.8 **COMMON PURPOSES** shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees.



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- 1.9 COMPLETION NOTICE** shall mean the possession notice to be served by the developer upon the owner or the transferees.
- 1.10 COMPLEX/PROJECT** shall mean collectively the building or buildings with open areas to be constructed, erected and completed by the Developer in accordance with the Building Plan.
- 1.11 DATE OF COMMENCEMENT OF LIABILITY** shall mean the date on which Owners/transferees of the units take actual physical possession of their allocation after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the period contained in the Completion Notice for taking over possession irrespective of whether Owners/transferees of the units take actual physical possession or not, whichever is earlier.
- 1.12 "DEVELOPMENT RIGHTS"** shall refer to the right, power, entitlement, authority and permission to:
- I. The Owner doth hereby permits and grants an permissive possession, license and permission to the Developer to enter upon the Said Land with right and authority to build upon and commercially exploit Said Land by constructing the New Building(s) thereon in accordance with sanction Plan.
 - II. With effect from the date of possession, the Developer shall be entitled to enter upon as a licensee and to undertake the work of construction on the Said Land and the Owner shall allow the right of such entry for the sole purpose of carrying out and completing the development and commercial exploitation of the Said Land. However, the legal domain, possession and control of the Said Land shall continue to vest with the owner till the time of transfer of Units to intending Purchaser(s) thereof. Unless mutually agreed anytime thereafter, in as much as the construction on the said Land is concerned, the Developer shall act as licensee of the Owner and shall be entitled to be in permissive possession of the said Land as and by way of a licensee of the Owner as understood under Section 52 of the Indian Easements Act, 1882, to carry out the construction of the New Building(s). The Developer shall not be entitled to create any possessory right over the said Land which could be construed as transfer of the property within the meaning of any law. The Developer shall also not be entitled to use the said Land for any purposes other than the purpose of construction and sale of the constructed area in terms of this Agreement.
 - III. The Developer undertakes to develop and shall commence, execute and complete the development of the Said Premises in compliance



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with the terms, covenants and conditions herein contained set forth in this Agreement.

IV. Unless prevented by reasons for which performance is excused as contained in this Agreement and none else, the Developer will be obliged to complete construction of the New Building(s) on the Said Premises and obtain Completion Certificate from the appropriate authority within 18 (eighteen) months from the date of possession, with further grace period of 6 (six) months.

- 1.13 **DEVELOPER'S ALLOCATION** - shall mean the **55% (Fifty – Five per cent)** of the Sale Proceed of the total constructed area or saleable space of the complex to comprise in various flats, units, Parking, apartments, and/or constructed spaces of the buildings to be constructed on the Said Land, more fully described in the **Part – I** of the **Fifth Schedule** herein below..
- 1.14 **OWNER'S ALLOCATION** shall mean the **45% (Forty – Five per cent)** of the Sale Proceed of the total constructed area or saleable space of the complex to comprise in various flats, units, Parking, apartments, and/or constructed spaces of the buildings to be constructed on the Said Land, more fully described in the **Part – II** of the **Fifth Schedule** herein below.
- 1.15 **PROPORTIONATE OR PROPORTIONATELY** - according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Complex.
- 1.16 **SALEABLE SPACE** - shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.17 **SAID SHARE** - shall mean the undivided proportionate indivisible part or share in the said land attributable to either Party's allocation as in the context would become applicable.
- 1.18 **SPECIFICATION** - shall mean the general specification and/or materials to be used for constructing, erection and completion for the said Complex as mentioned in the **Sixth Schedule** hereunder written.
- 1.19 **TITLE DEEDS** - shall mean the documents of title of the Owner in respect of the said Land mentioned in the **Seventh Schedule** hereunder written which shall remain with the Owner and the same shall be produced by the Owner as and when required by the Developer.
- 1.20 **TRANSFER** - with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as



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a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

- 1.21 **TRANSFEEE** - according to the context shall mean all the prospective or actual transferees who would agree to acquire or take on sale, rent or lease or shall have acquired or taken on rent or lease any Unit in the Complex and for all unsold Unit and/or Units in the Owner's Allocation shall mean the Owner and for all unsold Unit and/or Units in the Developer's Allocation shall mean the Developer.
- 1.22 **MASCULINE GENDER** - shall include feminine gender and vice versa.
- 1.23 **SINGULAR NUMBER** - shall include plural number and vice versa.
- 1.24 **"FORCE MAJEURE EVENTS"** shall mean flood, earthquake, riot, war, storm, tempest civil commotion, prohibitory order and/or directions issued by the Court of competent jurisdiction, Municipal authority, Central or State Government or any other Local Body or Authority otherwise than due to default and/or negligence and/or violation of any law, rules and regulations by any of the Parties and/or its agents or sub-contractors, or employees or labourers.
- 1.25 **"ACT"** shall mean all the Acts (State and Central) enforceable and applicable in case of development & commercial exploitation of the Land including the West Bengal Housing Industry Regulation Act, 2017 and the West Bengal Housing Industry Regulation Rules, 2018.
- 1.26 **"Permission and Approvals"** shall mean all the Permission And Approval applicable and required for the development, commercial exploitation of the Land in West Bengal as per the West Bengal Housing Industry Regulation Act, 2017 and the West Bengal Housing Industry Regulation Rules, 2018 and other Acts (State or Central) and the same shall be obtained by the Developer at its own cost.
- 1.27 **"Gross Revenue"** shall mean and include all amounts realized by the developer on any head or account arising out of or relating to the Project save and except the G.S.T, whether or not from intending Purchasers for sale of units at the said Land with or without parking space and all other realizations from or arising out of or relating to the Said Premises or in any manner attributable thereto.

ARTICLE II REPRESENTATIONS

The Owner doth hereby declare and covenant with the Developer as follows:



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- 2.1 That the Owner is the absolute owner and is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to All That the Said Land more fully described in the **First Schedule**.
- 2.2 That the Said Land is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of any nature whatsoever or howsoever nature.
- 2.3 That excepting the Owner, no one else have any right, title, interest, claim or demand whatsoever or howsoever over and in respect of the Said Land or any portion thereof.
- 2.4 That there is no attachment under the Income Tax Act or under any of the provisions of the Public Debt Recovery Act in respect of the said Land or any part thereof nor any proceedings in respect thereof is pending nor any notice in respect of any such proceedings have been received or served on the Owner to the knowledge of the Owner and further the said Land is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owner
- 2.5 The Owner has the absolute right and authority to enter into this Agreement with the Developer in the said Land agreed to be developed.
- 2.6 The Owner shall not do not permit any one to do any act deed matter or thing which may affect the development, construction and marketability of the Complex.
- 2.7 The Owner shall co-operate with the Developer in obtaining all certificates and /or other documents which may be required for the purpose of completing the registration of sale deeds or other deeds and /or for transferring the title for undivided share of the Land attributable to the Developer's Allocation to itself and/or its nominees.
- 2.8 The Owner shall execute Development Power of Attorney in favour of the Developer or its Nominee(s), granting such powers for development of the Project.

The Developer doth hereby declare and covenant with the Owner as follows:

- 2.9 The Developer has represented and warranted to the Owner that the Developer is carrying on business of construction and development of real estate and have sufficient financial resources, infrastructure and expertise in this field.



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- 2.10 The Developer is fully satisfied about the marketable title of the Owner of the Said land more fully described in the **First Schedule** here under written and shall not raise any question to that regard.
- 2.11 The Developer hereby undertakes to indemnify and keep indemnified the Owner from and against any and all actions, charges, liens, claims, encumbrances and mortgages or any third party possessory rights in the said Land arising out of or due to the negligence or non-compliance of any law, bye-law, rules and regulations of the concerned authorities as the case may be and shall attend to answer and be responsible for any deviation, omission, violation and/or breach of any of the said laws, bye-laws, rules and regulations or any accident in or relative to the construction of the building. All costs and charges in this regard shall be paid by the Developer.
- 2.12 All sanction, constructions, completion and delivery of the new building complex/project shall be done by the Developer upon due compliance of all laws and with good workmanship and good quality materials (as per specification) and at the sole risk of the Developer.
- 2.13 The Developer shall obtain building completion Certificate at its own cost and shall record the name of the Flats owners (as person liable to pay) for paying their proportionate Property Tax to the KMC.
- 2.14 If the Development is not completed due to any willful default on the part of the Developer, the Owner shall be entitled to specific performance of this Agreement and damages and termination.

ARTICLE III - COMMENCEMENT

This Agreement shall commence or shall be deemed to have commenced on and from the date of execution of this Agreement.

ARTICLE -IV - GRANT OF DEVELOPMENT RIGHTS

- 4.1 Subject to the terms and conditions contained in this Agreement, on and from the Commencement Date, the Owner do grant possession, to the Developer subject to the terms contained in this Agreement.

ARTICLE V - POSSESSION

The Developer hereby undertakes and agrees to pay all the taxes, all other taxes applicable presently, and electric, water charges, from the time of this Agreement till the completion of the Project.



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ARTICLE VI -SPACE ALLOCATION & MARKETING:

- 6.1 The Developer shall be entitled to takeover Developer's Allocation and is hereby allotted the Developer's Allocation and the Owner shall be entitled to takeover Owners' Allocation and are hereby allotted the Owners' Allocation.
- 6.2 The Developer will market entire Project either by itself or if through any Marketing Agency appointed by them subject to prior consultation with the Owner.
- 6.3 In marketing the said project, name and logo of the owner & Developer will figure in all marketing materials.
- 6.4 The price for sale or disposal of the spaces in the new building/s to be constructed by the Developer shall be decided by the Developers in consultation with the owner, keeping in view the economies and market response of the project.
- 6.5 All agreements, sale deeds and documents of transfer shall be uniform and both the owner and the developers as parties shall sign the same.
- 6.6 In case at any time subsequently during construction of the Buildings in phased manner any additional area and/or FAR becomes available in view of any amendment of any rules and regulations, in that event, the Developer may with the concurrence of Owner obtain a sanction of the Building Plan at its cost and expenses for such additional area and that both the Owner and the Developer shall be entitled to their respective allocations in the same percentage agreed herein.

ARTICLE VII - OBLIGATIONS OF THE DEVELOPER:

- 7.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 7.2 The Developer shall be responsible for planning, designing development and construction of the Project with the help of professional bodies, contractors, etc.
- 7.3 The Developer shall construct the Project at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify & keep indemnified



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the Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.

- 7.4 All tax liabilities in relation to the construction, sales, inclusive of but not limited to works contract tax and GST shall be paid by the Developer.
- 7.5 The costs of marketing and publicity/advertisement campaigns shall be borne by the developer.

ARTICLE VIII -OBLIGATIONS OF OWNER:

- 8.1 The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the said Land.
- 8.2 The Owner undertakes to act in good faith towards the Developer so that the Project can be successfully completed.
- 8.3 The Owner shall provide the Developer with any and all the Xerox document at the cost of the Developer and information relating to the said Land as may be required by the Developer from time to time.
- 8.4 The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging their functions under this Agreement.
- 8.5 The Owner hereby covenant not to transfer, grant lease, mortgage and/or charge the Land or any portions thereof save in the manner envisaged by this Agreement.

ARTICLE IX - MARKETING:

- 9.1 The Developer shall have the right and entitlement to market the Project in accordance with the policy and other decisions of the Developer and the Owner and the Developer shall have the right to sell, transfer and otherwise dispose-off any Units and, or, spaces structures and other facilities comprised in the Project on such terms and conditions and at such price from time to time as may be mutually decided by the Developer and the Owner.
- 9.2 The price of the Units shall be fixed by the Developer in consultation with the Owner and the same shall be revised on a periodical basis or as and when decided by the Developer in consultation with the Owner.

ARTICLE X- COLLECTION AND DEPOSIT

- 10.1 The Developer herein shall open the Bank accounts as required under the RERA or any other laws / rules applicable at the relevant point of time, in any



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bank with the standing instructions to the banker to transfer 45% of the funds received in such account directly to the credit of the Owner's Bank account to be maintained in the same bank and branch without any further action on the part of the Developer. The Developer shall be entitled to use rest of the amount.

- 10.2 Any amount received on account of or in any manner related to the Gross revenue of the project shall be credited to the account as mentioned in 10.1 herein above.
- 10.3 The Developer shall pay to the Owner a total deposit amount of **Rs. 60,00,000/- (Rupees Sixty Lacs) Only** at the time of execution of this Agreement as refundable security deposit without interest which will be refunded \ adjusted by the Owner after receipt of completion certificate from appropriate authority subject to settlement of the unsold inventory.
- 10.4 The Developer shall also pay to the Owner all the cost and expenses incurred by the Owner in respect of the Land on account of development work done till date, and/or obtaining necessary NOC / Permission from the authority concern.

ARTICLE XI - TIME FOR COMPLETION

The Developer shall endeavor to complete the Project within a period of 18 (Eighteen) months with a further grace period of 6 (Six) months from the date of handing over the physical possession of the Said Land, subject to Force Majeure Events, Any extension after therefore mentioned period may be extended at the sole discretion of the Owner.

ARTICLE XII-POST COMPLETION MAINTENANCE:

- 12.1 Till handing over of the Project to the Association the Developer or any agency appointed by them shall be responsible for the management, maintenance and administration of the Complex. Appointment of any such agency for maintenance shall be done by the Developer in consultation with the Owner. Rules for the maintenance shall be decided by the Developer in consultation with the Owner. Both the parties as also the transferees of the Project shall abide by all the rules and regulations framed for the management of the affairs of the Complex.
- 12.2 The Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the Complex and shall collect the costs and service charge therefore (Maintenance Charge) as more fully described in the Third Schedule here under written. It is clarified that the Maintenance Charge shall include premium for the insurance of the Complex, land tax, water,



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electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and all other expenses incurred for common purpose.

ARTICLE-XIII - INDEMNITY:

- 13.1 The Developer shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damages or liability (whether criminal or civil) suffered by the Owner in relation to the construction and marketing of the Complex, non compliance of any laws or rules including GST Laws directly or indirectly.
- 13.2 Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands or actions of whatsoever nature by reason of (i) the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party; (ii) acts of negligence or intentional misconduct by the Indemnifying Party; (iii) breach of the provisions of this Agreement by the Indemnifying Party; (iv) any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue; and (v) failure by the Indemnifying Party to fulfill its obligations under any applicable law.

ARTICLE XIV - MISCELLANEOUS

- 14.1 The Owner and the Developer have entered into this Agreement purely on the principal of exchange of the Owner's Allocation in the building to be constructed and completed by the Developer at its own cost against the proportionate share of the sale proceed attributable to the Developer's Allocation to be retained or sold to its nominees by the Developer in the said completed building. However, each Party shall keep the other indemnified from and against the same.
- 14.2 The Owner and the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force majeure event with a view that obligation of the Party affected by the force majeure shall be suspended for the duration of the force majeure.
- 14.3 All the Agreements and the Deeds of Conveyance shall be as per a standard format to be drafted by the Advocates and Solicitors as mention in Clause 1.1.



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- 14.4 Any notice required to be given by the Owner shall be without prejudice to any other mode of service available deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post and vice versa at the last recorded address. Similarly any notice required to be given by the Developer shall be without prejudice to any other mode of service available deemed to have been served on the Owner if delivered by hand or sent by prepaid paid registered post and shall be deemed to have been served on the Owner by the Developer.
- 14.5 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said Land or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than exclusive license to the Developer to commercially exploit the same in terms hereof.
- 14.6 In the event of any liability of G.S.T. or Works Contract or any other Tax liability which may arise or become payable, the same would be payable by the Developer.
- 14.7 The Developer / shall make payment of appropriate stamp duty and registration charges and legal charges/fees of this Development Agreement including the Development Power of Attorney. The Owner shall however provide all co-operation to the Developer to do that including being present before the registering authorities as and when required by the Developer.
- 14.8 The Parties shall jointly constitute, organize and/or otherwise form or cause to be formed an association of the intending transferees of the Units. All costs, charges and expenses in constitution, formation, organization, management and operation of such association shall be borne by the respective intending transferees of the Units in the Building(s) in such proportion to be decided and determined jointly by the Parties. The intending transferees of the Units in the Building(s) shall become members of the said association as and when constituted. Until the formation of the association, Owner and Developer and/or the intending transferees of the Units in the Building(s) shall pay, bear and discharge all common expenses on account of maintenance and preservation of the Project proportionately. Owner and Developer shall make such arrangements and frame such rules and regulations for rendering of common services and maintenance of the Project.

ARTICLE XV - DISPUTE RESOLUTION

- 15.1 The Parties shall attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to the Agreement through negotiations. If the dispute has not been settled through negotiation within fourteen (14) days from the date on which either Party has served written



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notice on the other of the dispute ("**Dispute Notice**") then the following provisions shall apply.

- 15.2 In the event of a dispute arising out of or in connection with the Agreement not being resolved in accordance with the above provisions, either Party shall be entitled to, by notice in writing ("**Arbitration Notice**") to the other Party, refer such dispute for final resolution by binding arbitration in accordance with the provisions the Arbitration and Conciliation Act, 1996 or any statutory enactment or modification there under and such arbitration shall be conducted by sole arbitrator **Mr. Sanjay Mondal, Advocate** of 8, Old Post Office Street, 2nd Floor, Kolkata - 700 001. The venue of such arbitration shall be at Kolkata and the arbitration shall be conducted in English language. The award of the arbitrators shall be binding on the Parties.
- 15.3 No variation of this Agreement shall be binding on any Party unless such variation is in writing and signed by each Party.
- 15.4 This Agreement unless terminated\canceled shall not be assigned by the Parties except with the prior written consent of the other Party.
- 15.5 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 15.6 If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

ARTICLE XVI - JURISDICTION

Courts at Kolkata, District 24 Parganas South alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the Parties.

THE FIRST SCHEDULE ABOVE REFERRED TO (SAID LAND)

All That the land admeasuring **11 (Eleven) Cottahs, 2 (Two) Chhitak and 37 (Thirty-Seven) Sq. Ft.** (10 Cottahs, 5 Chittacks and 37 Sq. Ft., Land in R.S. Dag No. 52 and 13 Chittacks Land in R.S. Dag No. 51), Together With tin shed structure admeasuring an area about 3638 Sq. Ft. and Together With 17 Feet wide common



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passage situate lying at Mouza Syeadpur, J.L. No 112 formally J.L. No. 12, Re. Se. No 193, Touzi No 31, under R.S. Khatian No 320, L.R. Khatian No. 2011, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Asseessee No. 411220814481, Police Station – Haridevpur, formally Thakurpukur and Behela, within in the limits of Kolkata Municipal Corporation, Ward No. 122, District 24 Parganas (South) Together With electric and/or other installations, together also with easements and all other rights, liberties, privileges and benefits appurtenant thereto, butted and bounded as follows:

On the North : By property of Saraswati Roy Memorial Education Trust;

On the South : By Premises No. 951 Motilal Gupta Road;

On the West : By 17 Feet Wide Common Passage;

On the East : By Premises No. 77 Motilal Gupta Road;

THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS, FACILITIES AND AMENITIES

1. Common roof, pathways, stair, lobby, drive ways, water tank, water reservoir, lift machine room, security room, etc.
2. Round the clock security.
3. Lift.
4. Servant toilet on ground floor.
5. Cable TV wiring.
6. CC TV installation with DVR
7. EPBX facilities
8. Electricity Meter Room
9. Pump Room

THE THIRD SCHEDULE ABOVE REFERRED TO:
COMMON EXPENSES

1. Repairing rebuilding repainting improving or other treating as necessary and keeping the property and every exterior part thereof in good and substantial repairs order and condition and renewing and replacing all worn or damaged parts thereof.
2. Painting with quality paint as often as may (in the opinion of the Developer till the Association is formed) be necessary and in a proper and workmanlike manner all the wood metal stone and other work of the property and the external surfaces of all exterior doors of the respective buildings of the complex and decorating and colouring all such parts of the property as usually are or ought to be.



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3. Keeping grounds of the property generally in a neat and tidy condition and tending forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence.
4. Keeping the private road in good repair and clean and tidy and edged where necessary and clearing the private road when necessary.
5. Paying a fair proportion of the cost of clearing repairing instating any drains and sewers forming part of the property.
6. Paying such workers/staffs as may be necessary in connection with the upkeep of the complex.
7. Insuring the building.
8. Cleaning as necessary of the areas forming parts of the complex.
9. Operating maintaining and (if necessary) renewing the lighting apparatus from time to time for the maintenance of the complex.
10. Maintaining and operating the lifts.
11. Providing and arranging for the emptying receptacles for rubbish.
12. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether central state or local) assessed charged or imposed upon or payable in respect of the various buildings of the complex or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
13. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the development or any part thereof so far as the same is not the liability of or attributable to the Unit of any individual owner of any Unit.
14. Generally managing and administering the development and protecting the amenities in the new building and for that purpose employing and contractor and enforcing or attempting to enforce the observance of the covenants on the part of any occupants of any of the Units.
15. Employing qualified accountant for the purpose of auditing the accounts in respect of the maintenance expenses and certifying the total amount thereof for the period to which the account relates.



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16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made there under relating to the complex excepting those which are the responsibility of the owner/occupier of any Unit/Unit.
17. Administering the management company staff and complying with all relevant statutes and regulations and orders there under and employing suitable persons or firm to deal with these matters.
18. The provision for maintenance and renewal of any other equipment and the provision of any other service which in the option of the Holding Organization it is reasonable to provide.
19. In such time to be fixed annually as shall be estimated by the Developer in consultation with the Owner/Holding Organization (whose decision shall be final) to provide a reserve fund for items of expenditure referred to this schedule to be or expected to be incurred at any time.
20. The said reserve fund shall be kept in separate account and the interest thereon or income from the said fund shall be held by the Holding Organization for the owner of the Units and shall only be applied in accordance with the decision of the Holding Organization.
21. The charges/fees of any professional Company/Agency appointed to carry out maintenance and supervision of the complex.

THE FOURTH SCHEDULE ABOVE REFERRED TO:
DEPOSITS/EXTRA CHARGES/TAXES

- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
- **Sinking Fund Deposit:**
- **Taxes:** deposits towards Municipal rates and taxes, etc.
- Stamp Duty, Registration Fees, or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer, acquisition and/or handing over allocation to the transferees shall be paid by the respective party
- **Electricity Meter:** Security deposit.
- **Internal Layout Change:** any internal change made in the layout of the Owner's Allocation and/or up-gradation of fixtures and fittings.
- **Legal Charges**

THE FIFTH SCHEDULE ABOVE REFERRED TO:

Part - I
(Developers' Revenue Allocation)



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All That the 55% (Fifty – Five per cent) of the total sale proceeds of the total constructed area or Saleable area of the Said Project / Complex comprises of various flats, units, apartments, car parking and/or constructed spaces of the buildings to be constructed on the Said Land.

Part - II
(Owners' Revenue Allocation)

All That the 45% (Forty – Five per cent) of the total sale proceeds of the total constructed area or Saleable area of the Said Project / Complex comprises of various flats, units, apartments, car parking and/or constructed spaces of the buildings to be constructed on the Said Land.

THE SIXTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS

FLOORING (Drawing, Dinning, Bed Rooms) - Vitrified tiles

TOILETS AND KITCHEN - Ceramic tiles

LOBBY - Marble/vitrified tiles

STAIRCASE –Marbel / Granite / Tiles

DOORS – Wooden main door, others wooden framed flush doors.

WINDOWS – Alumunium powder coated sliding windows with glass.

BATHROOM FITTINGS- Ceramic tiles upto door height. Sanitary wares and C P fittings of reputed make. Hot and cold water supply.

KITCHEN - Granite top counters with stainless steel sink. Ceramic tiles on wall upto 2 feet above kitchen platform. Flooring tiles.

ELECTRICAL - Concealed copper wiring. Modular switches of reputed brands.

WALLS - Plaster of paris or Putty finish.

LIFT - Automatic Lifts.

THE SEVENTH SCHEDULE ABOVE REFERRED TO:
TITLE DEEDS

Registered deed of Conveyance dated 11.04.2018, registered before the Additional Registrar of Assurances –I, Kolkata and recorded in Book No. I, Volume No. 1901-2018, Pages 106214 to 106249, Being No. 190102604, for the year 2018.



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THE EIGHTH SCHEDULE ABOVE REFERRED TO:
TITLE OF OWNER

- A. Originally one Kapil Chandra Ghosh were the owner of land together with 17 feet width common passage comprising in Mouza Syeadpur, J.L. No. 112 formally J.L. No. 12, Re. Se. No 193, Touzi No. 31, R.S Dag No. 51, 52 and others under Khatian No 320, Police Station Thakurpukur, by a registered Deed of Partition dated 04.04.1937 registered on 04.06.1937 registered before the Sub Registrar Behala and recorded in Book No. I, Volume No. 15, Pages 181 to 195, Being no. 1069 for the year 1937.
- B. Said Kapil Chandra Ghosh during his lifetime executed a registered Deed of Settlement dated 24.02.1976 registered on 30.04.1976, registered before the Sub Registrar Behala, recorded in Book No. - I, Volume 23, Pages 192 to 203, Being No 1153 for the year 1976 settled all his property described in the said Deed of Settlement unto and in favour of his sons namely Dilip Kumar Ghosh, Samir Kumar Ghosh, Avoy Kumar Ghosh, Amar Kumar Ghosh and DhirendraNath Ghosh.
- C. Said Delip Kumar Ghosh, Samir Kumar Ghosh, Avoy Kumar Ghosh, Amar Kumar Ghosh and Dhirendra Nath Ghosh by a registered deed of Conveyance dated 11.09.1998 sold conveyed and transferred All That the land admeasuring 11 Cottahs, 2 Chittacks, 37 Sq. Ft. Together With 17 feet common passage situate lying at Mouza Syeadpur J.L. No 112 formally J.L. No. 12, Re. Se. No 193, Touzi No 31, (10 Cottahs, 5 Chittacks and 37 Sq. Ft, land in R.S. Dag No. 52 and 13 Chittacks land in R.S. Dag No. 51), under Khatian No 320, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Police Station – Haridevpur formerly Thakurpukur, within in the limits of Kolkata Municipality Corporation, Ward No. 122, District 24 Parganas (South) (the **Said Land**) together with structure thereon and is in physical possession and control thereof , unto and to **APARNA MECHANICALS PRIVATE LTD.** which was registered before the Additional District Sub Registrar Behala, 24 Parganas (S) and recorded in Book No. I, Volume No. 37, Pages 319 to 333, Being No. 1344, for the year 1999.
- D. The said **APARNA MECHANICALS PRIVATE LTD** mutated its name in respect of the **Said Land** in the records of the Kolkata Municipal Corporation and obtained an Assessee No. 411220814481 and paying tax regularly.
- E. The said **APARNA MECHANICALS PRIVATE LTD** mutated its name in respect of the **Said land** in the records of the concern B.L. & L.R.O. and obtained L.R. Khatian No. 2011 and paying Khajana regularly.
- F. Said **APARNA MECHANICALS PRIVATE LTD** by a registered deed of



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Conveyance dated 11.04.2018 sold conveyed and transferred **All That** the land admeasuring 11 Cottahs, 2 Chittacks, 37 Sq. Ft. Together With 17 feet common passage situate lying at Mouza Syeadpur J.L. No 112 formally J.L. No. 12, Re. Se. No 193, Touzi No 31, (10 Cottahs, 5 Chittacks and 37 Sq. Ft, land in R.S. Dag No. 52 and 13 Chittacks land in R.S. Dag No. 51), under Khatian No 320, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Police Station – Haridevpur formerly Thakurpukur, within in the limits of Kolkata Municipality Corporation, Ward No. 122, District 24 Parganas (South) (the **Said Land**) together with structure thereon and is in physical possession and control thereof , unto and to **MATA REALTY & INFRACON (the Owner)** a Partnership firm incorporated under the Partnership Act, 1932, represented by its Partners namely **Sreyans Munot**, son of Parash Mall Munot and **Santosh Kumar Prasad**, son of Late Jagdish Prasad, which was registered before the Additional Registrar of Assurances –I, Kolkata and recorded in Book No. I, Volume No. 1901-2018, Pages 106214 to 106249, Being No. 190102604, for the year 2018.

- G. The Owner and **M/s SHRIVRIDHI CONSTRUCTION**, a partnership firm represented by its partners namely **Mr. Suman Deb Sarkar**, son of Late Arun Deb Sarkar and **Mr. Arun Rai**, son of Sri. Milan Rai, had entered into the Registered **Development Agreement** dated 3rd April, 2019, (the “**Agreement**”) Registered before the D.S.R - II, South 24 Parganas and Recorded in Book No. I, Volume No. 1602 – 2019, Pages from 98531 to 98582, Being No. 160202739 for the year 2019, in respect of the said Land more fully described in the First Schedule here under written.
- H. The Owner executed a Registered **Power of Attorney** dated 29th June, 2022, in favour of **M/s SHRIVRIDHI CONSTRUCTION** authorized to carry on development work in the said Land, which was registered before the D.S.R - II, South 24 Parganas and Recorded in Book No. I, Volume No. 1602 – 2022, Pages from 298654 to 298668, Being No. 160208540 for the year 2022, (the **Said POA**).
- I. The Owner and **M/s SHRIVRIDHI CONSTRUCTION** executed a Registered Supplementary **Development Agreement** dated 29th June, 2022, Registered before the D.S.R - II, South 24 Parganas and Recorded in Book No. I, Volume No. 1602 – 2022, Pages from 298634 to 298653, Being No. 160208525 for the year 2022, (the said **Supplementary Agreement**) in respect of the said Land.
- J. Due to unavoidable circumstances the said **M/s SHRIVRIDHI CONSTRUCTION** could not complete the construction on the said Land and hence no longer interested to develop the said Land and decided to cancel the Agreement, the Supplementary Agreement and the POA and the Owner and



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said M/s SHRIVRIDHI CONSTRUCTION executed a registered deed of cancellation of Development Agreement dated 15th December, 2023, registered before D.S.R – II, Alipore, South 24 Parganas and recorded in Book-I, Volume No. - 1602-2023, Pages From 633757 to 633774, Being No-17655 for the year 2023, have cancelled the Agreement and the Supplementary Agreement and by a registered deed of cancellation of Power of Attorney dated 15th December, 2023, registered before D.S.R – II Alipore, South 24 Parganas and recorded in Book-IV, Volume No- 1602-2023, Pages From 4996 to 5008, Being No-00317 for the year 2023, have cancelled the said POA.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals this day, month and year first above written:

SIGNED, SEALED and DELIVERED by the within named OWNER at Kolkata in the presence of:

Witness:

1. Prem Nath Mahato

MATA REALTY & INFRACON

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MATA REALTY & INFRACON

Sreyas must

Partne.

2. Santosh Kumar
P. old post office
at Kolkata

SIGNED, SEALED and DELIVERED by the within named DEVELOPER at Kolkata in the presence of:

Witness:-

1. Prem Nath Mahato
87/2, N.S. Dutt Road
Howrah - 711101

AARIFA REALTY LLP

(Signature)

Partner

2. Santosh Kumar



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MEMO OF CONSIDERATION

RECEIVED from the within named Developer the sum of **Rs. 60,00,000/- (Rupees Sixty Lacs) only** as refundable interest free security deposit as mentioned herein above in the manner mentioned below:

Date	Cheque No.	Bank	Amount (Rs.)
09.04.2024	RTGS	ICICI Bank	10,00,000/-
04.05.2024	RTGS	ICICI Bank	10,00,000/-
01.06.2024	000525	ICICI Bank	10,00,000/-
01.07.2024	000522	ICICI Bank	10,00,000/-
01.08.2024	000523	ICICI Bank	10,00,000/-
02.09.2024	000524	ICICI Bank	10,00,000/-

WITNESSES:

1. *Prem Nath Mohato*

MATA REALTY & INFRACON
शरीर जे जी ए
 Partne.

2. *Pankaj Sd Paul*

MATA REALTY & INFRACON
Sreyans मुख
 Partne.
Owner

Drafted by me, *Nishant Kr. Saraf* Advocate
Mr. Nishant Kr. Saraf, Advocate (Enrolment No. F-314/2002)
High Court at Calcutta
Nishant Kr. Saraf Advocates
 8, Old Post Office Street, 2nd Floor, Kolkata 700 001.
 Ph: 9830235574, Email: nishantsaraf1976@gmail.com



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SPECIMEN FORM FOR TEN FINGERPRINTS



b
5
2-12-10

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



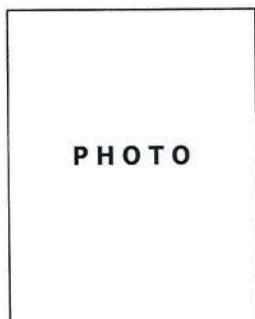
Sreyas ramesh

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Nagesh

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



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16 MAY 2024



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



192024250048279878

GRN Details

GRN: 192024250048279878 Payment Mode: SBI Epay
GRN Date: 15/05/2024 16:05:10 Bank/Gateway: SBIEpay Payment Gateway
BRN : 3261643891937 BRN Date: 15/05/2024 16:05:50
Gateway Ref ID: CHP9377018 Method: State Bank of India NB
GRIPS Payment ID: 150520242004827984 Payment Init. Date: 15/05/2024 16:05:10
Payment Status: Successful Payment Ref. No: 2001094918/2/2024
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Nishaant Kr Saraf
Address: 8 Old Post Office Street, 2nd Floor, Kolkata 700001
Mobile: 9830235574
EMail: nishantsaraf1976@gmail.com
Period From (dd/mm/yyyy): 15/05/2024
Period To (dd/mm/yyyy): 15/05/2024
Payment Ref ID: 2001094918/2/2024
Dept Ref ID/DRN: 2001094918/2/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001094918/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	20011
2	2001094918/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	60021
			Total	80032

IN WORDS: EIGHTY THOUSAND THIRTY TWO ONLY.





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



150520242004827984

GRIPS Payment Detail

GRIPS Payment ID:	150520242004827984	Payment Init. Date:	15/05/2024 16:05:10
Total Amount:	80032	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	3261643891937	BRN Date:	15/05/2024 16:05:50
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

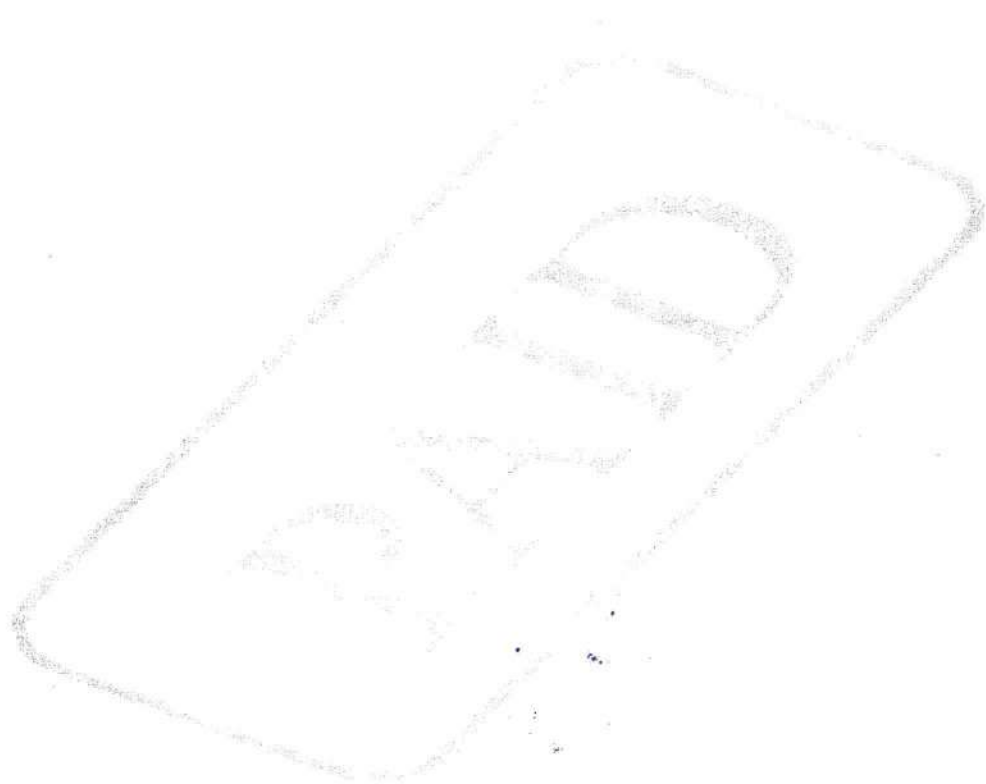
Depositor's Name: Mr Nishaant Kr Saraf
Mobile: 9830235574

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192024250048279878	Directorate of Registration & Stamp Revenue	80032
Total			80032

IN WORDS: EIGHTY THOUSAND THIRTY TWO ONLY.

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





Major Information of the Deed

Deed No :	I-1602-07044/2024	Date of Registration	16/05/2024
Query No / Year	1602-2001094918/2024	Office where deed is registered	
Query Date	30/04/2024 6:16:10 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SANTOSH RAUT M/S. NISHANT KR. SARAF ADVOCATES, 8, OLD POST OFFICE STREET, 2ND FLOOR, KOLKATA, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830653195, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 60,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,23,44,518/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 60,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

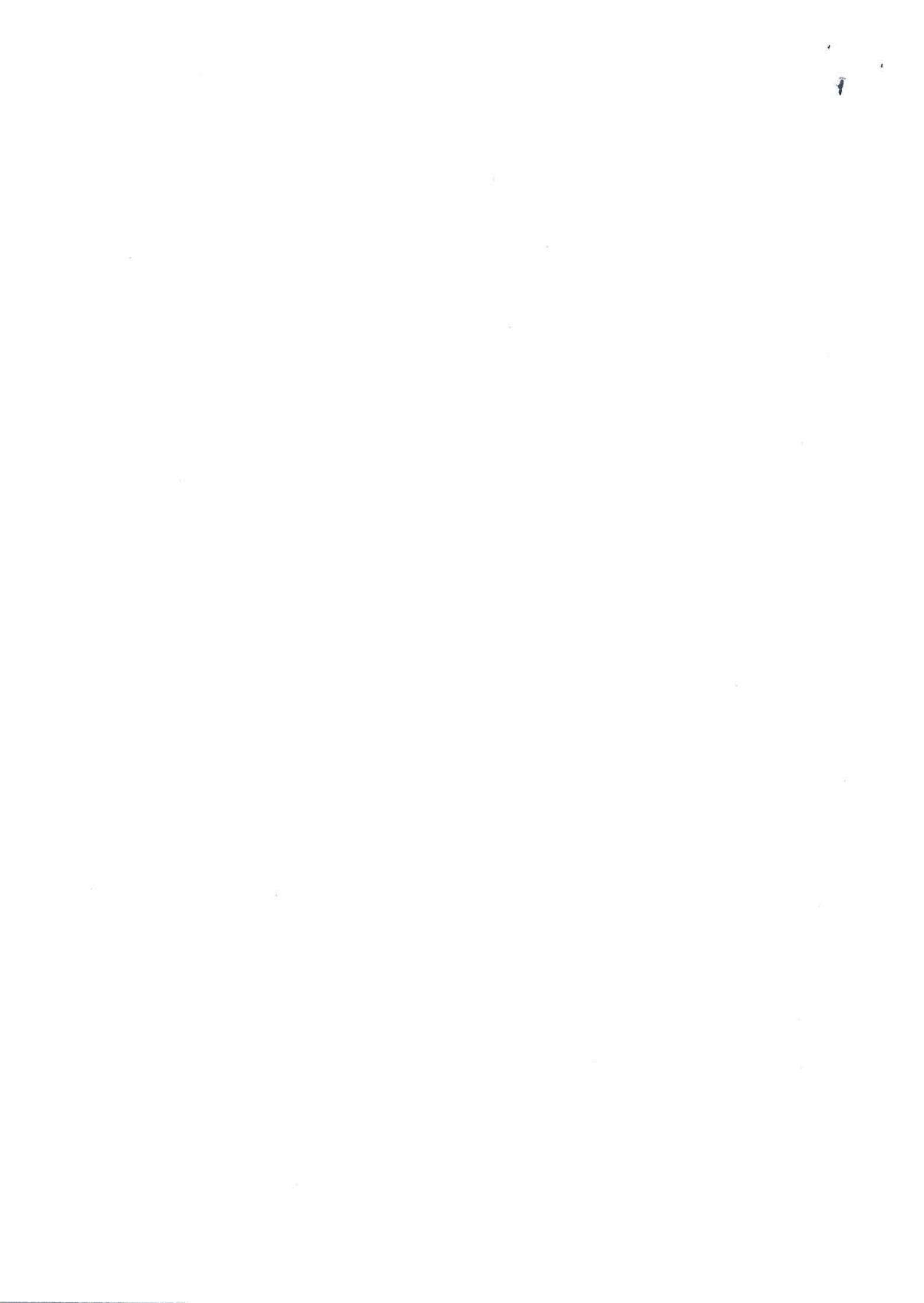
Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Motilal Gupta Road, Road Zone : (Rammohan Roy Rd -- Sodepur 1st Lane/Premises not Located on Rd) , , Premises No: 977, , Ward No: 122 Pin Code : 700008

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	11 Katha 2 Chatak 37 Sq Ft		1,13,62,258/-	Width of Approach Road: 17 Ft.,
Grand Total :				18.441Dec	0 /-	113,62,258 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3638 Sq Ft.	0/-	9,82,260/-	Structure Type: Structure
Gr. Floor, Area of floor : 3638 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		3638 sq ft	0 /-	9,82,260 /-	





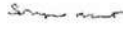



Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature
1	MATA REALTY & INFRACON Plot No. 115, New Alipore, Kolkata, City:- Not Specified, P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Date of Incorporation:XX-XX-2XX8 , PAN No.:: ABxxxxxx5M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	AARIFA REALTY LLP 3 Royd Lane, Kolkata, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: ABxxxxxx1R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Sreyans Munot Son of Parash Mall Munot Date of Execution - 16/05/2024, , Admitted by: Self, Date of Admission: 16/05/2024, Place of Admission of Execution: Office	Photo  May 16 2024 11:49AM	Finger Print  Captured LTI 16/05/2024	Signature  16/05/2024
	14, Kshirod Ghosh Road, Howrah, City:- Not Specified, P.O:- Howrah Gpo, P.S:-Golabari, District:-Howrah, West Bengal, India, PIN:- 711101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: ajxxxxxx5q, Aadhaar No: 54xxxxxxxx7125 Status : Representative, Representative of : MATA REALTY & INFRACON (as PARTNER)			
2	Name Mr Saroj Jain Wife of Late Nem Chand Jain Date of Execution - 16/05/2024, , Admitted by: Self, Date of Admission: 16/05/2024, Place of Admission of Execution: Office	Photo  May 16 2024 11:49AM	Finger Print  Captured LTI 16/05/2024	Signature  16/05/2024
	32/5, New Alipore Road,, City:- Not Specified, P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.:: AZxxxxxx3M, Aadhaar No: 24xxxxxxxx5876 Status : Representative, Representative of : MATA REALTY & INFRACON (as PARTNER)			

3	Name	Photo	Finger Print	Signature
	Mohamad Kamal Ashraf (Presentant) Son of Haji Md Samsuddin Date of Execution - 16/05/2024, , Admitted by: Self, Date of Admission: 16/05/2024, Place of Admission of Execution: Office	 May 16 2024 11:48AM	 Captured LTI 16/05/2024	 16/05/2024
Elliot Road, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: aixxxxx0h, Aadhaar No: 85xxxxxxxx4855 Status : Representative, Representative of : AARIFA REALTY LLP (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Santosh Rauth Son of Mr A Rauth 8 Old Post Office Street, City:- , P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	 16/05/2024	 Captured 16/05/2024	 16/05/2024
Identifier Of Mr Sreyans Munot, Mr Saroj Jain, Mohamad Kamal Ashraf			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	MATA REALTY & INFRACON	AARIFA REALTY LLP-18.441 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	MATA REALTY & INFRACON	AARIFA REALTY LLP-3638.00000000 Sq Ft



Endorsement For Deed Number : I - 160207044 / 2024

On 16-05-2024

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 11:15 hrs on 16-05-2024, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mohamad Kamal Ashraf ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,23,44,518/-

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

Execution is admitted on 16-05-2024 by Mr Sreyans Munot, PARTNER, MATA REALTY & INFRACON, Plot No. 115, New Alipore, Kolkata, City:- Not Specified, P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053

Identified by Mr Santosh Rauth, , , Son of Mr A Rauth, 8 Old Post Office Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Law Clerk

Execution is admitted on 16-05-2024 by Mr Saroj Jain, PARTNER, MATA REALTY & INFRACON, Plot No. 115, New Alipore, Kolkata, City:- Not Specified, P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053

Identified by Mr Santosh Rauth, , , Son of Mr A Rauth, 8 Old Post Office Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Law Clerk

Execution is admitted on 16-05-2024 by Mohamad Kamal Ashraf, PARTNER, AARIFA REALTY LLP, 3 Royd Lane, Kolkata, City:- Kolkata, P.O:- Park Street, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700016

Identified by Mr Santosh Rauth, , , Son of Mr A Rauth, 8 Old Post Office Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60,053.00/- (B = Rs 60,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 60,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/05/2024 4:05PM with Govt. Ref. No: 192024250048279878 on 15-05-2024, Amount Rs: 60,021/-, Bank: SBI EPay (SBlePay), Ref. No. 3261643891937 on 15-05-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 20,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 410253, Amount: Rs.10.00/-, Date of Purchase: 19/04/2024, Vendor name: SURANJAN MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/05/2024 4:05PM with Govt. Ref. No: 192024250048279878 on 15-05-2024, Amount Rs: 20,011/-, Bank: SBI EPay (SBlePay), Ref. No. 3261643891937 on 15-05-2024, Head of Account 0030-02-103-003-02



Suman Basu

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS

South 24-Parganas, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 226482 to 226513

being No 160207044 for the year 2024.



Suman

Digitally signed by Suman Basu
Date: 2024.05.16 19:31:01 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 16/05/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS

West Bengal.



DATED THIS 16th DAY OF MAY, 2024

BETWEEN

MATA REALTY & INFRACON..... OWNER

AND

AARIFA REALTY LLP DEVELOPER

DEVELOPMENT AGREEMENT

NISHANT KR. SARAF ADVOCATES
8, OLD POST OFFICE STREET,
2ND FLOOR, KOLKATA 700 001.
Phone: (033) 2262 3384
Email : nishantsaraf1976@gmail.com