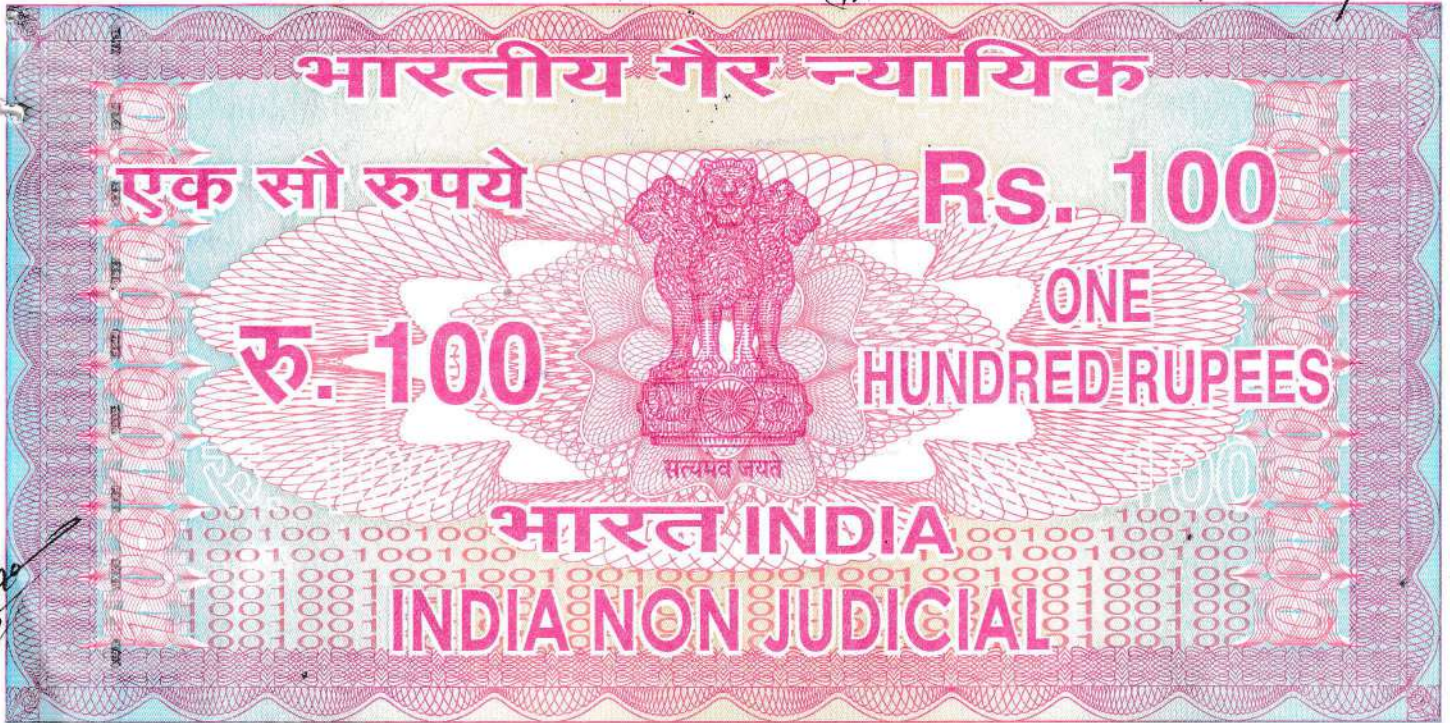


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Certified that the Document is admitted to
Registration, the Signature Sheet and the
endorsement are attached to This document
are the Part of the Document.

Additional Registrar
of Assurances-1, Kolkata



27 MAY 2025

DEVELOPMENT AGREEMENT

THIS AGREEMENT made on this 27th day of May Two Thousand Twenty Five

88982

NAME Mahomed Vaniyath 42
NO. 713103
Re Burman
22 MAY 2025
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kolt-I

22 MAY 2025

27 MAY 2025



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
27 MAY 2025

BETWEEN

SMT REKHA DEVI SUREKA (PAN ALWPS4625G), wife of Late Kamal Kishore Sureka, by religion Hindu, residing at The Prime, Flat No. 3A, 32, S P Mukherjee Road, Bhowanipore PS, VTC - Bhowanipore, PO - Bhowanipore, Sub District - Kolkata, District - Kolkata, West Bengal -700025 hereinafter referred to as the "**Owner**" (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include past or present partners, and/or persons to be inducted as partners and her respective heirs, successor, executors administrators, legal representatives) of the **FIRST PART.**

AND

MAHIMA VANIJYA PRIVATE LIMITED (PAN : AAGCM0497A), a company incorporated under the Companies Act, 1956 and existing company within the meaning of Companies Act, 2013 and having its registered Office AT 3, Ichlabad, Burdwan, P.S. & District Burdwan, Pin- 713103, represented by its Director, **SRI PARIKSHIT SUREKA (PAN NO. AMLPS0952Q)(AADHAR: 4453 1540 7368)**, son of Rajendra Kumar Sureka residing at 3rd -FR, FL - 3A, 32, S.P. Mukherjee Road, Bhowanipore, Kolkata - 700025, (which term or expression shall unless repugnant to the subject or context be deemed to mean and include its successors, successor-in-office and assigns), hereinafter referred to as the "**Developer**" (which term or expression shall unless excluded by or repugnant to subject or context be deemed to include its successor or successor-in-interest and/or permitted assigns) of the **SECOND PART.**

WHEREAS:

- A. By a Deed of Conveyance dated 07.12.2021 made by and between Sandip Kumar Ghosh and Biswajit Kumar Saha therein collectively referred to as the 'Vendors' and Rekha Devi Sureka therein referred to as the 'Purchaser' registered at the office of the A.D.S.R. Burdwan, recorded in Book No. I, Volume No. 0203-2021 Page from 285456 to 285489 being no. 020310173 for the year 2021 in respect of all that the piece and parcel of

[Handwritten signature]



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA

27 MAY 2025

vacant Land measuring about 22.2 cents equivalent to 22.2 Decimals more or less classified as Bastu appurtenances to Ward No. 14, Mahalla Chotto Nilpur West Para under Burdwan Municipality having L.R. Khatian No. 5798 and 5799, presently L.R. Khatian No. 10453 R.S. Plot No. 794, L.R. plot No. 1679 Mouza Balidanga, presently Mouza Purba Bardhaman J.L. No. 35 under P.S. Burdwan Sadar, District Purba Bardhaman

- B. The Owner is in physical possession and seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of vacant Land measuring about 22.2 cents equivalent to 22.2 Decimals more or less classified as Bastu thereon free from all encumbrances charges liens and lispendences along with all other easement rights, title, interest, possession and appurtenance thereon comprised within Mouza Balidanga, J.L. No. 35 under P.S. Burdwan Sadar, District Purba Bardhaman, appurtenances to Ward No. 14, Itbhata Road (Mahalla Chotto Nilpur West Para) under Burdwan Municipality having L.R. Khatian No. 5798 and 5799, R.S. Plot No. 794, L.R. plot No. 1679 which is more fully and particularly described in the First Schedule hereunder written (hereinafter collectively referred to as the "said premises"). The Owner's Devolution of Title is described in the Fifth Schedule herein written.
- C. The Owner is desirous of raising construction for a multistoried building on the said premises and as such invited offer from the intending development for promotion of such Project thereon.
- D. The Developer being aware of the intention of the Owner as aforesaid approached and/or offered the Owner to make a new construction and complete the multistoried building/buildings as per building plan to be sanctioned by the Burdwan Municipality with such modification as the Owner may deem fit and proper on the said premises and the Owner have agreed to such offer of the Developer on the stipulated terms and conditions as will appear hereinafter.
- E. The Owner represented that it had good and marketable title of the said premises free from all encumbrances, charges and

lispendences attached to such promotions of the building and providing Owner's allocation and Security money to the Owner of the premises and the Developer's Allocation to the Developer, have entered into an Agreement on the terms and conditions appended hereunder.

F. The parties are desirous of recording the same, in writing.

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

1. **ARTICLE - I : DEFINITIONS.**

In these presents unless there is anything contrary and/or repugnant thereto the following expression shall have the following meaning :

- 1.1. **OWNER** shall mean **SMT REKHA DEVI SUREKA** and her respective successor and successor-in-interest and assignee.
- 1.2. **DEVELOPER** shall mean **MAHIMA VANIJYA PRIVATE LIMITED**, an existing company within the meaning of the Companies Act, 2013 having its office at 3, Ichlabad, Burdwan, P.S. & District Burdwan, Pin- 713103, and its successor or successor-in-interest and assignee.
- 1.3. **PREMISES** shall mean all that the piece and parcel of vacant Land measuring about 22.2 cents equivalent to 22.2 Decimals more or less classified as Bastu thereon free from all encumbrances charges liens and lispendences along with all other easement rights, title, interest, possession and appurtenance thereon comprised within Mouza Balidanga, J.L. No. 35 under P.S. Burdwan Sadar, District Purba Bardhaman, appurtenances to Ward No. 14, Itbhata Road (Mahalla Chotto Nilpur West Para) under Burdwan Municipality having L.R. Khatian No. 5798 and 5799, presently L.R. Khatian No. 10453 R.S. Plot No. 794, L.R. plot No. 1679 (more fully and particularly mentioned and described in the First Schedule hereunder written).

- 1.4. **NEW BUILDING/BUILDINGS** shall mean and include the proposed building or buildingsto be constructed erected and completed by the Deyeloper in accordance with the map or plan to be sanctioned by Burdwan Municipality on the said premises or any modification or revision thereof.
- 1.5. **COMMON FACILITIES AND AMENITIES** shall mean and include all areas and utilities in the said Project which has not been specifically allotted or disposed offand shall be common for all the Unit holders and all its expenses including those in maintenance, operation, repairing, renovating, painting, rebuilding, reconstructing, decorating, replacing and administration shall be borne proportionately by the Unit holders.
- 1.6. **OWNERS' ALLOCATION** shall mean 40% of the total sale proceed and parking in the new building to be constructed over the First Schedule property allocable to the Owner in terms of this agreement comprising of **TOGETHER WITH** the undivided proportionate share in the land comprised in the said premises and attributable thereto **AND TOGETHER WITH** the undivided proportionate share in all common parts portions areas and facilities Car Parking Space more fully describe in the Second Schedule hereunder written, excluding the Developer's Allocation.
- 1.7. **DEVELOPER'S ALLOCATION** shall mean the balance 60% of the total sale proceeds and parkingin the new building to be constructed over the First Schedule property allocable to the Developer in terms of this agreement comprising **TOGETHER WITH** the undivided proportionate share in the land comprised in the said premises and attributable thereto **AND TOGETHER WITH** the undivided proportionate share in all common parts portions areas and facilities including Car Parking Space room more fully describe in the Third Schedule hereunder Written.
- 1.8. **ARCHITECT** shall mean the person or persons who may be appointed by the Developer with information to the Owner for designing and planning of the said Project.

- 1.9. **BUILDING PLAN** would mean such plan or plans for the construction of the said Project duly sanctioned by Burdwan Municipality together with any modifications and/or alterations which may be necessary and/or required.
- 1.10. **PROJECT** shall mean the Project undertaken by the Developer on the said premises to be constructed erected and completed in the buildings to have various Units/facilities necessary for use of Education related Institutes/School.
- 1.11. **SPECIFICATION** shall mean the specifications required for the purpose of construction of the said constructed area as may be decided by the Architect including those described in the **FOURTH SCHEDULE** hereunder written.
- 1.12. **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to the intending purchasers/Lessee/Tenants.
- 1.13. **TRANSFeree** shall mean a person firm, limited company, association of persons to whom any space in the said Project has been transferred.
- 1.14. **"REAL ESTATE LAWS"** shall mean if required only then the Developer obtain registration according to the Real Estate (Regulation and Development) Act, 2016 as applicable to West Bengal and include the amendments and substitutes thereof and also all rules, regulations and byelaws in respect thereof at the cost of the Developer.
- 1.15. **"FORCE MAJEURE"** shall mean the events and reasons specified below, resulting in delay in compliance of the obligations of the parties hereunder or arising out herefrom, i.e. to say:

- (i) Acts of God i.e. fire, draught, flood, earthquake, storm, lightning, pandemic, epidemics and other natural disasters;
- (ii) Explosions or accidents, air crashes;
- (iii) General strikes and/or lock-outs, civil disturbances, curfew etc.;
- (iv) Civil commotion, insurgency, war or enemy action or terrorist action;
- (v) Change in Law, Rules and Regulations, by the Government;
- (vi) Any Pandemic, Covid-19 like situation lockdown, restriction on movement of men and material;
- (vii) Any order or restrain order from the statutory authority or any Court of Law.

Provided That no reason shall be force majeure if the same is directly or indirectly attributable to any negligence or willful act or omission of the concerned party.

1.16. **JOINT VENTURE AGREEMENT** shall mean this agreement

1.17. **"SALE PROCEEDS"** shall mean the amount received by the Developer from an Intending Transferee in lieu of Transfer/alienation of any part or portion of the Project together with the amounts, if any, received from the Intending Transferee towards the permission granted to park vehicles, but the term shall not mean or include –

- (i) The Deposits;
- (ii) The Extra charges;
- (iii) The taxes and Duties including G.S.T.;
- (iv) Other charges including for extra work.

1.18. **COMMENCEMENT AND TENURE:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution of this Agreement and shall remain valid and in force till all obligations of the parties towards each and other stand fulfilled and performed provided the parties are not in breach or fault of any terms herein.

- 1.19. Words importing singular shall include plural and vice versa.
- 1.20. Words importing masculine gender shall include Feminine and Neuter genders like wise words imparting feminine gender shall include masculine and neuter genders and similarly words imparting Neuter gender shall include masculine and feminine genders.

2. ARTICLE II- INTERPRETATION:

- 2.1. Reference to any clause shall mean such clause of this Agreement and include any sub-clauses thereof. Reference to any Schedule shall mean such Schedule to this Agreement and include any parts of such Schedule.
- 2.2. Headings, Clause Titles, Capitalized expressions and Bold expressions are given for convenience only.
- 2.3. Reference to the word "include" shall be construed without limitation;
- 2.4. The Schedules/Annexure and recitals hereto Supplementary Agreement shall constitute an integral part of this Agreement and any breach of the stipulations contained in the Schedule shall be deemed to be a breach of this Agreement;
- 2.5. Reference to a document, instrument or agreement (including, without limitation, in this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions.

3. ARTICLE-III (COMMENCEMENT)

- 3.1. This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof.
- 3.2. Unless terminated in the manner as hereinafter appearing this agreement shall remain in full force and effect until such time the said project is duly constructed and completed.

4. ARTICLE-IV :OWNER'S RIGHT AND REPRESENTATION

- 4.1. At or before entering into this Agreement the Owner has assured and represented the Developer as follows:-

(i) That the Owner is the absolute Owner having a clear marketable title of the entirety of the said Premises more fully described in the First Schedule hereunder written.

(ii) That the said premises more fully described in the First Schedule is free from all encumbrances, attachments, trusts whatsoever.

(iii) That the Owner is in uninterrupted and peaceful possession of the said premises without any interruption or disturbance and/or claim from any person and/or persons in any part or portion thereof.

(iv) That all municipal rates taxes and other outgoings payable in respect of the said premises upto the date of execution of this agreement have been paid and/or shall be paid by the Owner and the Owner have agreed to keep the Developer its successor and/or respective successors-in-interest saved harmless and fully indemnified from all costs charges claims actions suits and proceedings.

(v) The Owner shall keep the Developer indemnified with regard to the right, title and interest as well as absolute Ownership of the said premises.

(vi) The Owner will hand over the physical possession of the said premises to the Developer on the day of execution of this Agreement and thereafter the Developer will be fully responsible for its possession and safety.

- 4.2. Relying on the aforesaid representations and believing the same to be true and acting on the good faith thereof the Developer has accepted the title of the Owner but in the event if title is found defective the Ownershall at her cost rectify the same.

5. **ARTICLE -V : DEVELOPER'S RIGHTS**

- 5.1. In pursuance of the mutual obligations and also subject to the various terms and conditions herein contained and on the part

of the Developer to be performed and observed the Owner have agreed to grant the exclusive right of development for exploitation in respect of the said premises unto and in favour of the Developer to undertake development of the said premises whereby the Developer shall be entitled to undertake the said project and construct erect and complete the several blocks of the multistoried buildings having (G + upper floors) comprising of several self contained units apartments and car parking spaces to be held and/or enjoyed independently of each other.

6. **ARTICLE-VI : SURVEY, MUTATION, SANCTION AND MODIFICATION OF BUILDING PLANS:**

- 6.1. **SURVEY AND SOIL TEST:** With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and other work at the Subject Property and other preparatory works relating to the modification or alteration in the sanction of plans for the New Building.
- 6.2. **BUILDING PLANS PREPARATION & SANCTION:**
The Owner has already got sanction of a building plan bearing No.SWS-OBPAS/1201/2025/0174 dated 22.05.2025 from the Bardhaman Municipality.
- 6.3. The Developer shall utilize additional FAR, if possible, on account of Green Building and/or Metro Corridor and include the same in the planning and preparation of the Building Plans or in any modification or alteration thereof. The fees/charges payable for availing such additional FAR in relation thereto shall be paid by the Developer and the owners in proportionate to their ratio.
- 6.4. The Developer shall be entitled from time to time to cause modifications and alterations to the Building plans in such manner and to such extent as the Developer may, deem fit and proper. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer, subject to prior information to the owner.

- 6.5. **SIGNATURE AND SUBMISSION:** If require, the Owner shall sign, execute, submit and deliver all applications, undertaking, declaration, affidavit, plans, letters and other documents and do all acts deeds and things as may be required by the Developer in connection with the obtaining of sanctions and approvals required to be obtained by the Developer for commencing or carrying out the developments and constructions at the Subject Property, subject to prior confirmation from the Owner.

7. **ARTICLE VII : BUILDING**

- 7.1. The Developer shall at its own costs construct erect and complete the Project on the said premises in accordance with the sanctioned plan as per the specifications described in the Fourth Schedule hereunder written with the first-class building materials and the common facilities and amenities hereinbefore mentioned with first class materials as may be certified by the Architect of the said Project and the same shall be completed within the said Completion date.
- 7.2. Subject as aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding between the parties hereto and the said project will be constructed erected and completed in accordance with the specifications details whereof are mentioned in the Fourth schedule hereunder written.
- 7.3. It is made clear that the Owner/Developer and/or all unit buyers thereof shall share in common the proportionate charges for payments, deposits made to WBSEDCL for H.T./L.T.Line charges, all cable installations, charges, transformer, meters, sub-meters and cables and their installation charges and accessories and payment in respect thereof shall be made to the Developer. In case if there is delay in installation of the Transformer or providing Electric connection by the Authority concerned the Developer will not be default for such period, if the Developer has applied and completed all the formalities as required by WBSEDCL but shall be responsible for obtaining such electric connections.

- 7.4. While carrying out the work of construction the Developer shall take all necessary precautions and in the event of any accident and/or mishap taking place or in the event of any deviation and/or unauthorized construction being made then and in that event the Developer alone shall be fully responsible and has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings arising therefrom.
- 7.5. All costs charges and expenses including Architect's Structural Engineers' fees shall be discharged by the Developer and the Owner shall bear no responsibility in this context.
- 7.6. The Owner undertakes not to cause any obstruction or interference in the Developer continuing with the construction erection and completion of the said Project as well as ensure that no one else claiming any right title interest through or on behalf of the Owner will obstruct or create any problem or difficulty in such construction.

8. ARTICLE -VIII: SPACE ALLOCATION

- 8.1. After the Building plan sanction by the Burdwan Municipality if the Owner request the Developer shall as per its desire allot in favour of the each of Owner's Allocation of the proposed building on the said premises together with the undivided proportionate share in common parts, portions, areas and facilities, more fully described in the Second Schedule hereunder written, excluding the Developer's Allocation.
- 8.2. Developer shall complete the construction work of the new Building within 36 months from the date of commencement of work with a further grace period of six months, if required and Developer shall deliver the Owner's Allocation area as described in the Second Schedule hereunder written.
- 8.3. That the developer at its sole discretion shall be entitled to transfer or otherwise deal with the Developer's allocated area

as mentioned in the Third Schedule hereinunder written in the new building.

- 8.4. That the Developer shall be entitled to register or transfer or assign its allocated portion to any third party and the Developer is entitled to enter into agreement for sale in respect of its allocation and further shall be entitled to receive all advances and full consideration from the said Developer's allocated area. Be it mentioned herein that the Owner shall have no liability and obligation as regard agreement for sale to be executed by and between the Developer and intending purchasers and all such agreement which shall be entered into by the Developer in respect of the Developer's Allocation shall entirely be on account of the Developer and in no event the Owner shall be liable to make payment of any amount which may be claimed from any of the intending purchasers of the Developer's Allocation.
- 8.5 The Owner will execute and register a General Power of Attorney in favour of the Developer or its nominee or nominees to enable the Developer to do all acts as providing herein for the purpose of development, construction and sale and receive the earnest money and full consideration amount of the Developer's allocation of the said premises.
- 8.6. In case in future the Owners authorises the Developer in writing to also to sell the owners' Allocation or certain percentage of its in that event. It being unequivocally agreed and understood between the Parties that all amounts to be paid, deposited, reimbursed etc. by any Intending Transferees shall be received by the Developer in its own name in a separate bank account to be opened by the Developer for the Building Complex. The Developer shall provide monthly bank statement to the Owners.
- 8.7 The Owner and Developer decided to sale jointly all the areas through the Developer. The Developer after deducting the cost, and publicity G.S.T. deposit and other charges made by Purchaser for electric, sinking fund maintenance etc., pay the nest sale consideration on to the Owners' share to the Owner.

- 8.8. That the Owner undertake as per demand of Developer the Owner shall execute the Deed of Conveyance or Conveyances or any other deed of like nature of transfer in favour of the developer or its nominee or nominee at the cost of the Developer or its nominee or nominees and the owner agree to join as Vendor in the said Deed of Conveyance to be executed in respect of the transfer of the undivided proportionate share of the land attributable to the Developer's allocation in favour of the transferee. The Developer shall be entitled to sale his allocation by virtue of the Power of Attorney to be conferred and executed by the owner in favour of the Developer. purchasers in respect of the Developer's Allocation are not assuming any liability and/or responsibility.

9. ARTICLE-IX OBLIGATION OF THE DEVELOPER AND INDEMNITY:

9.1. The Developer shall :

- (i) take such steps as are necessary to divert all pipes, wires, cables or other conducting media in, under or above the project or any adjoining or neighboring premises which need to be diverted as a result of the development.
- (ii) install all electricity, gas, water, telecommunications, services and surface and soil water drainage to the premises and shall ensure that the same connect directly to the mains.
- (iii) Serve such notices and enter into such agreements with statutory undertakings or other companies as may be necessary to install the services.
- (iv) give all necessary or usual notices under any statute affecting the demolition and clearance of the premises and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said premises.
- (v) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in constructions which may not be in accordance with the plan (Unless done at the instructions of the Owner).

- (vi) incur all costs charges and expenses for the purpose of constructing erecting and completing the said new buildings in accordance with the said plan.
- (vii) not allow any person to encroach nor permit any encroachment or any frivilous claim by any person and/or persons local problem, police or statutory Authority into or upon the said premises or any part or portion thereof.

9.2. **INDEMNITY**

(i) That the Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer or due to any deviation of the sanction plan or physical possession in or any way relation to the construction of the said new building and except any title dispute if arises with the Said Land.

(ii) That the Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs and proceedings and claims including for possession local disturbance, Police any Authority that may arise out of the Developer actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect herein. For any matter raised under this clause, only developer will be responsible to solve the matter legally.

10. **ARTICLE-X: COMMENCEMENT OF CONSTRUCTION AND REIMBURSEMENT**

- 10.1. For the purpose of determination of the date of commencement of construction, deemed date of commence will be the date of the first sanction of building plan by the Burdwan Municipality which shall be final conclusive and binding on the parties.

11. **ARTICLE-XI – OWNERS’ OBLIGATION**

The Owner has agreed:

- 11.1. To co-operate with the Developer in all respect for development of the said premises in term of this agreement.

- 11.2. To execute all deeds documents and instruments as may be necessary and/or required from time to time.
- 11.3. For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer undertake construction of the project and/or Buildings in accordance with the said plan.
- 11.4. To execute General Power of Attorneys in favour of the Developer or its nominee and/or nominees and also execute and register General Power of Attorney to enable Developer to register Deed of Conveyance Agreement for Sale etc. and undertake not to cancel the same or this Development Agreement unless mutually agreed.
- 11.5. To execute the Deed of Conveyance/Lease in favour of the intending purchaser acquiring units apartments constructed spaces and car parking spaces forming part of the DEVELOPER'S ALLOCATION.
- 11.6. To make ready with the Sanction Plan vide No. SWS-OBPAS/1201/2025/0174 dated 22.05.2025 and after the completion of the Sanction plan the construction responsibility shall devolve upon the Developer.

12. ARTICLE-XII: COMPLETION

- 12.1. Unless prevented by circumstances beyond the control of the Developer and/or circumstances amounting, to force majeure as hereinafter appearing the said project shall be constructed erected and completed within period of Three years from the date of commencement of the work of construction in accordance with the said plan with a grace period of 6 months (hereinafter referred to as the COMPLETION DATE) subject to no injunction order passed in connection with title dispute over the said Land and time involved in any sort of vacating of any restrain order will be added in completion of construction. For the purpose of completion, the certificate of the Architect

shall be final conclusive and binding on the parties and similarly the common facilities and/or utilities will also be completed.

13. ARTICLE XIII: MISCELLENEOUS.

- 13.1. The Owner and the Developer shall be entitled to enter into agreements for sale, transfer and/or long term lease in respect of their respective allocation but it shall be the obligation on the part of the Owner and Developer respectively to remain responsible whereby intending purchasers of their respective allocation of the parties hereto shall be liable to contribute and deposit with the Developer various amounts on account of proportionate share or contribution towards transformer and electric connections, H.T. and L.T. lines, deposits for electric meter, costs for stand by generator, cost for equipment and development, to be calculated by the Developer on per sq.ft. basis, maintenance deposits and documentation charges, sinking fund and Municipal rates and taxes etc. In the event of the Owners and/or the Developer deciding to retain any area or some units, apartments, constructed spaces and car parking spaces remain unsold then and in that event the Owner and Developer shall be liable to pay and contribute the proportionate amounts as stated hereinabove at the same rate as to be charged from intending purchasers.
- 13.2. The Developer shall be responsible and remain in possession for overall day today management of the said project.
- 13.3. All the intending purchaser of both the owner's and Developer's allocation area will be liable to pay the G.S.T. and/or any other taxes as may be imposed or payable by the statutory authority and deposit the same to the Developer.
- 13.4. Any intending flat purchasers can create a charge or mortgage in respect of area/Unit intending to purchase to any Bank or financial Institution or private financiers to obtain loan and in such cases the Owner will give full cooperation and allow inspection of the originals and sign such papers as may be required by the Bank or Financial Institution or Private

Financiers. However, it is made clear that Owner will under no circumstances will be liable to pay such loans or any portion thereof.

13.5. The Developer shall be entitled to create a charge or mortgage in respect of the entire premises and can obtain loan and/or construction loan from any Bank or Financial Institution or Private Financiers and in such cases the Owner will give full cooperation and allow inspection of the originals and sign such papers as may be required by the Bank or Financial Institution or Private Financiers. The owner hereby authorized the Developer to sign all the papers, documents on their behalf to obtain loan/construction loan to create a mortgage in this regard.

13.6. Subject to the applicable provisions of the Real Estate (Regulation & Development) Act, 2016 (RERA) and the rules and/or regulations in respect thereof and/or made thereunder, together with any and all modifications, amendments etc. thereto (whether subsisting as on the Execution Date or enacted thereafter) including those provisions which mandate transfer of all the amounts realized from the allottees/ intending transferees of any real estate project to a separate bank account as also those which regulate the procedure of withdrawal from such separate bank account and the sales proceeds in respect of the remaining saleable area and the car parks attributable to the said Property shall be distributed in the manner as follows:

- (i) 40% of Net Sale proceed belong to the Owner ("Owner's Share"). It is clarified that Owner's Share is based and calculated are mentioned in the Second Schedule below and subject to the actual physical measurement of the land in First Schedule.

13.7. It being unequivocally agreed and understood between the Parties that all amounts to be paid, deposited, reimbursed etc. by any Intending Transferees shall be received by the Developer in its own name in a separate bank account to be

opened by the Developer for the Building Complex. The Developer shall provide monthly bank statement to the Owner.

- 13.8. **COMMON PURPOSES AND MAINTENANCE IN-CHARGE:** The Developer will be solely responsible for Goods and Service Tax in respect of their investment as well as the Developer's Allocation area and owners are responsible to pay GST for their part of investment. If applicable the Owner's will be solely responsible for Goods and Service Tax in respect of Owner's allocation. The Developer undertakes to pay regularly the G.S.T. and comply with all the rules and regulations thereof and keep the Owners fully indemnify subject to payment of GST of Owner's allocation by Owner if applicable.

14. **ARTICLE -XIV: TITLE DEEDS.**

- 14.1. The original documents of title in respect of the said Property (hereinafter referred to as the "**Original Title Documents**") will be handed over to the Developer immediately upon signing of this Agreement and will remain in exclusive possession and custody of the Developer. However, the Developer will handover the original title Deeds to the Owner as and when required and the Developer will return the same to the Owner and/or Flat Owners' Association immediately upon completion of production/inspection.

15. **BINDING EFFECT**

- 15.1. This Development Agreement and its provisions will be binding upon and insure to the benefit of the parties hereto and their respective successors, assigns, affiliates, heirs and personal representatives.

16. **ENTIRE AGREEMENT**

This Development Agreement together with the schedules contains the entire agreement of the parties hereto with respect to the subject matter hereof. No other agreements or understandings shall survive on the execution and delivery of this Development Agreement by the parties. This Development Agreement shall not be amended, modified and supplemented except in writing signed by the parties hereto.

17. SEVERABILITY

If any provision of this Agreement is invalid, unenforceable or prohibited by Applicable 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 any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein, provided, however, that the Parties hereto shall negotiate in good faith to modify this Agreement so as to give effect to the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the Transaction contemplated hereby be consummated as originally contemplated to the fullest extent possible. Any such invalid, illegal, void, unenforceable or against policy provision shall be replaced by a mutually acceptable provision, which being valid, legal, enforceable and within policy comes closest to the intention of the Parties underlying the invalid, illegal, void, unenforceable or against policy provision.

18. POWERS OF ATTORNEY AND OTHER POWERS:

- 18.1 The Owner will with the execution of these presents execute and/or register one or more Power or Powers of Attorney in favour of the Developer and/or its authorized representatives granting all necessary powers and authorities with regard to the purposes provided in this Agreement or arising herefrom including for preparation/sanction/modification/alteration of Building Plans, construction and development of the Subject Property and for all temporary/permanent utilities thereat, sale or otherwise transfer of the entire sealable area and deposit the owner's share into her bank Account.
- 18.2 While exercising the powers and authorities under the Power or Powers of Attorney to be granted by the Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe on the rights of the

Owners and/or go against the spirit of this Agreement.

- 18.3 It is clarified that nothing contained in the Power or Powers of Attorney to be so granted shall in any way absolve the Owner from complying with their obligations hereunder nor from compensating the Developer against any loss or damage, if any, that may be suffered by the Developer owing to delay or default in such compliance of their obligations.
- 18.4 It is understood that to facilitate the construction and Transfer of the Building Complex, various acts deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertake to do all such acts deeds matters and things as may be reasonably required by the Developer to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorisation as may be reasonably required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be on the written request made by the Developer if required.

19. GENERAL:

- 19.1. **PROPERTY TAXES AND OUTGOINGS:** On or before this day the Owner will pay and clear all the arrears rates, taxes and outgoings upon construction of the Building Complex, the Developer shall pay all municipal Taxes / BLRO khaznaetc, till the date of CC / OC Thereafter all taxes and outgoings in respect thereof shall be borne paid and discharged by the Transferees and for non alienated areas therein by the parties hereto for their respective allocation and otherwise proportionately.
- 19.2. **DEATH OR INCAPACITY: Notwithstanding any subsequent** death or incapability etc., of any individual constituent of the Owner or Developer, this Agreement and the powers to, be

executed in pursuance here of shall remain valid and effective and automatically bind all the heirs, executors, administrators, legal representatives of such constituent of the Owner and Developer as if they were parties hereto and/or to the said power.

19.3. **MERGER/DEMERGER:** It is further expressly clarified that notwithstanding any conversion, amalgamation, etc., of the Developer, this Agreement as well as the Power/s of Attorney to be executed by the parties in pursuance hereof, shall remain valid and effective and automatically bind all the successors or successors-in-office of the parties.

19.4. **LOANS & FINANCES:** The Owner doth hereby also agree and permit the Developer to obtain loans or finances in respect of construction of the Building Complex after sanction of the building plan and also to get the Building Complex at the Subject Property approved from Banks and/or the Financial Institutions, NBFC, REITS etc. to enable the persons interested in acquiring and owning Units, Parking Spaces and other constructed areas or saleable spaces comprised in the Building Complex to take loans from any such Banks or Financial Institutions or NBFC or REITS. The loans and advances taken by the Developer shall be without however creating any financial obligation or any other liability whatsoever upon the Owner and without creating any charge or lien on the Owner's Realization Share or Owner's Allocation of areas if so done by then. Such loans and finances may be taken by the Developer phase-wise and the Developer's Realization Share and the land of the Subject Property may be mortgaged or given security of by the Developer including by deposit of original documents of title with the lender. The Owner agree from time to time to provide consents, confirmations and no objections or other documents as may be required for such mortgage or charge and also agree to sign necessary loan and other agreements and power of attorney with the bankers or financiers in connection with the above Provided That the Owners shall not be liable in any manner for repayment thereof or any consequence of default in such repayment or without effecting Owners' allocation of unsold areas if so done. In case owing to

any loans or finances obtained by the Developer, the Owner suffer any losses or damages due to any non repayment, delay in repayment by the Developer or due to any other consequence of delay or default of the Developer in respect of its obligations in respect of any such loan or liability whatsoever, the Developer shall indemnify and keep the Owners saved harmless and indemnified in respect thereof and Developer undertakes to compensate from the Developer's allocation share if required.

- 19.5. **INDEMNITY BY OWNER:** At all times hereafter the Owner hereto shall indemnify and agree to keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Developer and arising due to any representation of the Owners being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Owners.
- 19.6. **INDEMNITY BY DEVELOPER:** At all times hereafter the Developer hereto shall indemnify and agree to keep the Owner, saved, harmless and indemnified in respect of all actions, proceedings, liabilities, fines, penalties or other consequences suffered or incurred by the Owner and arising due to any representation of the Developer being found to be false or misleading and also due to act, omission, default, breach, accident, negligence, non-compliance or violation of any kind or nature, whether statutory or contractual or under civil or criminal laws in relation to the terms and conditions hereof by the Developer
- 19.7. **NO PARTNERSHIP OR AOP:** The Owner and the Developer have entered into this Agreement purely as a contract 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.

- 19.8. **WAIVERS:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights nor shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision. 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.
- 19.9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions, correspondence and agreements between the Parties, written, oral or implied.
- 19.10. **PART UNENFORCEABILITY:** 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 circumstance 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. The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

20. SPECIFIC PERFORMANCE OF OBLIGATIONS

The Parties agree that in the event of any breach of the provisions of this Agreement, the Parties shall suffer irreparable harm and injury and damages would not be an adequate remedy and each of the Parties (at its sole discretion) shall be entitled to an injunction, restraining order, right for recovery, suit for specific performance or such other equitable relief as a court or arbitral forum of competent jurisdiction may deem necessary or appropriate to restrain the other Party from

committing any violation or enforce the performance of the covenants, representations and obligations contained in this Agreement. These injunctive remedies are cumulative and are in addition to any other rights and remedies the Parties may have under this Agreement or at law or in equity, including without limitation a right for damages.

21. MODUS OF DISTRIBUTION:

21.1 The Developer shall be entitled to receive the Realizations (including booking amounts, earnest money, part payments, consideration), Extras, Deposits and other amounts on any account receivable from the Transferees and other persons in respect of the Building Complex in the Account of the Developer to be operated under instruction of both by the Owner and Developer jointly (hereinafter referred to as "the **Special Account**"). All pass through charges, Extras and Deposits shall belong to the Developer alone. All amounts receivable on account of pass through charges shall be transferred in a separate Bank account of the Developer. All other Realizations, booking amount, part payment, Extras and Deposits shall be deposited in the Special Account to be operated as per jointly. If purchaser paid by single payment including pass through charges in that event the pass through charges will be transferred to the Developer Account. There shall be standing instructions to the bank holding the Special Account about transfer of the funds therein to the respective bank accounts of the Owner and the Developer as follows :

21.2 THE ENTIRE EXTRAS AND Deposits and Pass Through Charges brokerage and advertisement cost shall be transferred to a specified bank account of the Developer.

21.2.1. After disbursal of the amount of Extras and Deposits and Pass Through Charges as herein above, the following transactions shall simultaneously take place from the balance amount lying in the Separate Account: -

- i) 60% (Sixty percent) of the balance amount shall be remitted to a separate bank account of the Developer and belong to the Developer.

- ii) Simultaneously 40% (Forty percent) of the said balance amount (after deduction if any) as mentioned above shall be remitted to the specified bank account of the Owner to belong to the Owner.
- iii) The remittances to the parties hereunder shall be subject to Tax Deduction at Source (TDS) as applicable under the laws for the time being in force.

22. FURTHER ASSURANCES

Each of the parties will take such action and co-operate with each other in executing and delivering any document or instrument reasonably necessary or convenient from time to time to give effect to the provisions of this Development Agreement, including, without limitation, any and all actions necessary or appropriate to effectuate the transfer of the Said Premises and constructions to be made thereon.

23. JURISDICTION

The Courts having territorial jurisdiction over the Said Premises and/or the Hon'ble High Court at Calcutta alone shall have the jurisdiction to entertain, try and determine all actions and suits (including the arbitration proceedings) arising out of this Development Agreement.

- 24. 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 prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the address and for the attention of the authorized person specified below:-

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of Bastu vacant Land measuring about 22.2 cents equivalent to 22.2 Decimals more or less classified as Bastuthereon free from all encumbrances charges liens and lispences along with all other easement rights, title, interest, possession and appurtenance thereon comprised within Mouza

Balidanga, J.L. No. 35 under P.S. Burdwan Sadar, District Purba Bardhaman, appurtenances to Ward No. 14, Itbhata Road (Mahalla Chotto Nilpur West Para) under Burdwan Municipality having L.R. Khatian No. 5798 and 5799, presently L.R. Khatian No. 10453, R.S. Plot No. 794, L.R. plot No. 1679. The said land is butted and bounded as follows

- ON THE NORTH** : By Choto Nilpur Itbhata Road of 20' ;
- ON THE SOUTH** : By Building;
- ON THE EAST** : By 11' wide Passage, ✓
- ON THE WEST** : By Buildings.

THE SECOND SCHEDULE ABOVE REFERRED TO
OWNER'S ALLOCATION

ALL THAT the Owner shall be entitled to 40% (Forty percent) of the total Realizations of the Sale Proceeds.

THE THIRD SCHEDULE ABOVE REFERRED TO
DEVELOPER'S ALLOCATION

ALL THAT the balance 60% of the total Realizations herein above written in these presents.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION OF CONSTRUCTION)

1. Structure: R.C.C. Framed Structure
2. Walls: 8" (Eight Inches thick Brick wall, 5" (Five inches) and 3" (Three Inches) thick Brick Partition Wall as and where required by the Developers with Cement Mortar.
3. Floors: Vitrified tiles flooring as decided by the Developers.

4. Doors: Flush doors. Water proof/PVC doors shall be provided in kitchen and toilet.
5. Windows: Aluminum sliding windows.
6. Kitchen: Platform and sink with top will be provided.
7. Toilet: Vitrified floor with Glazed Tiles walls on all sides as decided by the Developers. CP fittings and sanitary ware.
8. Water Supply: 24 hours water supply from overhead tank to be filled up by Electric Submersible Pump from deep tube well.
9. Electrification: Concealed wiring with 2 light, 1 fan and 5 amps. Plug point in each room. One 15 amps power plug in kitchen and AC point in master bedroom (if required) and a point for door bell. Cable point should also be provided. Extra points shall be charged extra.
10. Internal wall finish: All internal wall and ceilings plastered and punned with plaster of Paris.
11. External wall finish: Emulsion paint will be provided on Exterior Walls.

THE FIFTH SCHEDULE ABOVE REFERRED TO:
(DEVOLUTION OF TITLE)

WHEREAS:

A. All that piece and parcel of the specific define and demarcated land measuring 58 cents in the R.S.R.O.R. in respect of the schedule mentioned land /property was previously belonged to Sri Pyari Mohan Mukherjee and Sri Kishori Mohan Mukherjee both are sons of Late Haripada Mukherjee and they had been owning and possessing the same for more than 12 years by acquiring an absolute right, title and interest by duly incorporating their names in the Record of Rights.

B. The said Sri Pyari Mohan Mukherjee and Sri Kishori Mohan Mukherjee both are sons of Late Haripada Mukherjee had proposed to transfer their defined and demarcated 58 cents of land in the R. S. R. OR in respect of the schedule land and one Sri Manindra Mohan Chakraborty S/O Sri Dharani Mohan Chakraborty desired his willingness to purchase the same and by dint of Registered Deed of Sale vide Deed No. 6101 for the year 1963 Sri Pyari Mohan Mukherjee and Sri Kishori Mohan Mukherjee both are sons of Late Haripada Mukherjee transferred the same in favour of Sri Manindra Mohan Chakraborty S/O Sri Dharani Mohan Chakraborty and after getting his exclusive portion of land; he proposed to transfer define and demarcated 39 cents of land and one Madan Gopal Chattopadhyay S/O Late Tarini Charan Chattopadhyay desired his willingness to purchase the same and by dint of Registered Deed of Sale along with Map vide Deed No. 4634 for the year 1972 transferred his define and demarcated 39 cents of land shown in the map, in favour of Sri Madan Gopal Chattopadhyay S/O Late Tarini Charan Chattopadhyay and by that Deed he had become the owner and possessor in respect of the same and had also acquired an absolute right, title and interest in respect of his exclusive purchased portion of property. During his ownership and possession in respect of his exclusive purchased portion of land; said Madan Gopal Chattopadhyay S/O Late Tarini Charan Chattopadhyay breathed his last on 24.01.1980 and left behind his wife Smt. Prativa Chattopadhyay, his two sons viz., Sri Samar Chattopadhyay, Sri Santosh Chattopadhyay and two daughters viz., Smt. Arati Bhattacharya W/O Sri Samar Bhattacharya and Smt. Archana Mukherjee W/O Sri Prabir Kumar Mukherjee, as his nearest and closest legal heirs. Be it mentioned here that said Prativa Chattopadhyay W/O Late Madan Gopal Chattopadhyay died on 22.09.2001 and so the above mentioned two sons and two daughters had/have become the owner and possessor according to the Hindu Succession Act in respect of the portion left by said Madan Gopal Chattopadhyay S/O Late Tarini Charan Chattopadhyay.

C. All the legal heirs of said Madan Gopal Chattopadhyay S/O Late Tarini Charan Chattopadhyay i.e., Sri Samar Chattopadhyay, Sri Santosh Chattopadhyay Smt. Arati Bhattacharya and Smt. Archana Mukherjee proposed to transfer 8.65 cents out of their exclusive share i.e., 31.2 cents in respect of the schedule land/property and the Vendors are willing to purchase the same and by dint of Registered Deed of Sale vide Deed No. 1960 for the year 2009 the Vendors had/have become the owner and possessor in respect of the said 8.65 cents of land. On the same date of Execution and Registration said Sri Samar Chattopadhyay, Sri Santosh Chattopadhyay Smt. Arati Bhattacharya and Smt. Archana Mukherjee transferred 11.60 cents of land out of their 31.2 cents of land by dint of Registered Deed of Sale vide Deed No. 1961 for the year 2009 in favour of the Vendors. Subsequently Sri Santosh Chattopadhyay, Smt. Arati Bhattacharya and Smt. Archana Mukherjee transferred their remaining 34th share in favour of their brother Sri Samar Chattopadhyay S/O Late Madan Gopal Chattopadhyay and after obtaining the same he transferred approx. 1 cents of land in favour of the Vendors by dint of Registered Deed of Sale vide Deed No. 5856 for the year 2009. By way of the above mentioned three Registered Deed of sale(s), the Vendors had/have become the owner and possessor in respect of the schedule mentioned land/property by incorporating or mutating their names in the current L. R. R. O. R. vide L. R. Khatian(s) 5798 and 5799 respectively. The Vendor/Seller had also obtained a good, indefeasible and absolute right, title and interest over the schedule mentioned land/property and has also obtained a right to alienate the same absolutely to the third party and the schedule mentioned property is not situated within the notified area, cantonment area, leasehold property and thika tenancy property and no embargo/restrictions have been imposed by any competent authority/Government authority/any Honourable Court and there exists no litigations over the property;

D. The Vendors herein have stated on record that there are no outstanding tax on account of land tax, electricity payment to the

Office, payment to the BLRO Office and/or any tax or khazna due as on date with respect to the said land sold herein and howsoever Vendors herein also state on record that if any unpaid Tax is found of any nature as stated above in future in respect of the land sold herein till the date of execution of these presents, shall be paid by Subsequently Vendors herein in cash and or reimbursed to Purchaser if the same has been paid by Purchaser and Subsequently Vendors herein further assure that the property is free from all encumbrances, charges, liens, lis-pendens and or there are no pending Agreement for sale and any Power of Attorney for sale of the said land sold;

E. By a Deed of Conveyance dated 07.12.2021 made by and between Sandip Kumar Ghosh and Biswajit Kumar Saha therein collectively referred to as the 'Vendors' and Rekha Devi Sureka therein referred to as the 'Purchaser' registered at the office of the A.D.S.R. Burdwan, recorded in Book No. I, Volume No. 0203-2021 Page from 285456 to 285489 being no. 020310173 for the year 2021 in respect of all that the piece and parcel of vacant Land measuring about 22.2 cents equivalent to 22.2 Decimals more or less classified as Bastu appurtenances to Ward No. 14, Mahalla Chotto Nilpur West Para under Burdwan Municipality having L.R. Khatian No. 5798 and 5799, R.S. Plot No. 794, L.R. plot No. 1679 wuth Mouza Balidanga, J.L. No. 35 under P.S. Burdwan Sadar, District Purba Bardhaman

F. The Owner mutated her name at the office of the B.L. & L.R.O and has been paying taxes regularly.

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

SIGNED AND DELIVERED by the
OWNER at Kolkata in the
presence of:

✓ Rekha Devi Sengupta

Partha Nandy
10 K.S. Roy Road
Kolkata - 700001

Nabanta Deb Roy
10, K.S. Roy Road,
Kolkata - 700001

SIGNED AND DELIVERED by the
DEVELOPER at Kolkata in the
presence of:

✓ MAHIMA VANIJYA PRIVATE LIMITED

Partha Nandy

✓ 

Director

Nabanta Deb Roy

Drafted by :-

Nabanta Deb Roy
Advocate.
High Court Calcutta,
WB-1228 of 2003

SPECIMEN FORM FOR TEN FINGERPRINTS



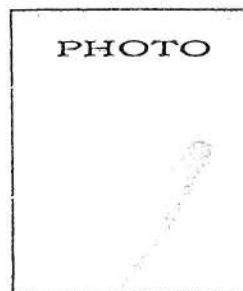
Rekha Devi Sweka		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Left hand					
		Thumb	Fore Finger	Middle Finger	Ring Finger	Little finger
Right Hand						



P. K. Suresh		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						



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



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



260520252008214339

GRIPS Payment Detail

GRIPS Payment ID:	260520252008214339	Payment Init. Date:	26/05/2025 16:06:48
Total Amount:	40041	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7778412361755	BRN Date:	26/05/2025 16:07:11
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr PARIKSHIT SUREKA
Mobile: 9331011325

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192025260082143408	Directorate of Registration & Stamp Revenue	40041
Total			40041

IN WORDS: FORTY THOUSAND FORTY ONE ONLY.

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

PAID



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



192025260082143408

GRN Details

GRN: 192025260082143408 Payment Mode: SBI Epay
GRN Date: 26/05/2025 16:06:48 Bank/Gateway: SBIEpay Payment Gateway
BRN : 7778412361755 BRN Date: 26/05/2025 16:07:11
Gateway Ref ID: 1015631774 Method: ICICI Bank - Corporate NB
GRIPS Payment ID: 260520252008214339 Payment Init. Date: 26/05/2025 16:06:48
Payment Status: Successful Payment Ref. No: 2001407536/2/2025
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr PARIKSHIT SUREKA
Address: BURDWAN
Mobile: 9331011325
EMail: parikshitsureka12@gmail.com
Period From (dd/mm/yyyy): 26/05/2025
Period To (dd/mm/yyyy): 26/05/2025
Payment Ref ID: 2001407536/2/2025
Dept Ref ID/DRN: 2001407536/2/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001407536/2/2025	Property Registration- Stamp duty	0030-02-103-003-02	40020 ✓
2	2001407536/2/2025	Property Registration- Registration Fees	0030-03-104-001-16	21 ✓
			Total	40041

IN WORDS: FORTY THOUSAND FORTY ONE ONLY.

PAID

aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
DATED THIS 27th DAY OF May, 2025
aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa

BETWEEN

SMT REKHA DEVI SUREKA

... OWNER

AND

MAHIMA VANIJYA PRIVATE LIMITED

... DEVELOPER

DEVELOPMENT AGREEMENT

**NABANITA DEB ROY
ADVOCATE**

10, K. S. Roy Road,
Kolkata 700 001

Major Information of the Deed

Deed No :	I-1901-04416/2025	Date of Registration	27/05/2025
Query No / Year	1901-2001407536/2025	Office where deed is registered	
Query Date	21/05/2025 1:28:38 PM	A.R.A. - I KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	PARTHA NANDY 10, K S ROY ROAD, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 7003298463, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 1,69,52,719/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,120/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Itbhata Road, Mouza: Balidanga, JI No: 35, Pin Code : 713101

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-1679 (RS :-)	LR-10453	Bastu	Bastu	22.2 Dec		1,69,52,719/-	Width of Approach Road: 20 Ft.,
Grand Total :					22.2Dec	0 /-	169,52,719 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt REKHA DEVI SUREKA Wife of Late KAMAL KISHORE SUREKA Executed by: Self, Date of Execution: 27/05/2025 , Admitted by: Self, Date of Admission: 27/05/2025 ,Place : Office		 Captured	
		27/05/2025	LTI 27/05/2025	27/05/2025
	32, S P MUKHERJEE ROAD, BHAWANIPORE, Flat No: 3A, City:- Kolkata, P.O:- BHAWANIPORE, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX4 , PAN No.: ALxxxxxx5G, Aadhaar No: 98xxxxxxxx3045, Status :Individual, Executed by: Self, Date of Execution: 27/05/2025 , Admitted by: Self, Date of Admission: 27/05/2025 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MAHIMA VANIJYA PRIVATE LIMITED 3, ICHLABAD, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Date of Incorporation:XX-XX-2XX9 , PAN No.:: Axxxxxx7A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr PARIKSHIT SUREKA (Presentant) Son of Mr RAJENDRA KUMAR SUREKA Date of Execution - 27/05/2025, , Admitted by: Self, Date of Admission: 27/05/2025, Place of Admission of Execution: Office	 May 27 2025 12:50PM	 Captured LTI 27/05/2025	 27/05/2025
32, S P MUKHERJEE ROAD, Flat No: 3A, City:- Kolkata, P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: AMxxxxxx2Q, Aadhaar No: 44xxxxxxx7368 Status : Representative, Representative of : MAHIMA VANIJYA PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PARTHA NANDY Son of Late ARUN KUMAR NANDY 210, BAKSARA VILLAGE ROAD, City:- Howrah, P.O:- BAKSARA, P.S:- Santragachi, District:-Howrah, West Bengal, India, PIN:- 711110		 Captured 27/05/2025	 27/05/2025
Identifier Of Smt REKHA DEVI SUREKA, Mr PARIKSHIT SUREKA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt REKHA DEVI SUREKA	MAHIMA VANIJYA PRIVATE LIMITED-22.2 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Itbhata Road, Mouza: Balidanga, JI No: 35, Pin Code : 713101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1679, LR Khatian No:- 10453	Owner: রেখা দেবী সুরেকা, Gurdian: কমল কিশোর, Address: নিজ Classification: বাস্তু, Area: 0.22200000 Acre,	Smt REKHA DEVI SUREKA

Endorsement For Deed Number : I - 190104416 / 2025

On 27-05-2025

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

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

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

Presented for registration at 12:35 hrs on 27-05-2025, at the Office of the A.R.A. - I KOLKATA by Mr PARIKSHIT SUREKA ,.

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 1,69,52,719/-

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

Execution is admitted on 27/05/2025 by Smt REKHA DEVI SUREKA, Wife of Late KAMAL KISHORE SUREKA, 32, S P MUKHERJEE ROAD, BHAWANIPORE, Flat No: 3A, P.O: BHAWANIPORE, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Others

Indetified by Mr PARTHA NANDY, , Son of Late ARUN KUMAR NANDY, 210, BAKSARA VILLAGE ROAD, P.O: BAKSARA, Thana: Santragachi, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste Hindu, by profession Service

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

Execution is admitted on 27-05-2025 by Mr PARIKSHIT SUREKA, DIRECTOR, MAHIMA VANIJYA PRIVATE LIMITED (Private Limited Company), 3, ICHLABAD, City:- Burdwan, P.O:- SRIPALLY, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr PARTHA NANDY, , Son of Late ARUN KUMAR NANDY, 210, BAKSARA VILLAGE ROAD, P.O: BAKSARA, Thana: Santragachi, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711110, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 26/05/2025 4:07PM with Govt. Ref. No: 192025260082143408 on 26-05-2025, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 7778412361755 on 26-05-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 40,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 88982, Amount: Rs.100.00/-, Date of Purchase: 22/05/2025, Vendor name: S MUKHERJEE

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

Online on 26/05/2025 4:07PM with Govt. Ref. No: 192025260082143408 on 26-05-2025, Amount Rs: 40,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 7778412361755 on 26-05-2025, Head of Account 0030-02-103-003-02



Pradipta Kishore Guha
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2025, Page from 141747 to 141788

being No 190104416 for the year 2025.



Digitally signed by PRADIPTA KISHORE GUHA

Date: 2025.05.29 16:14:37 +05:30

Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 29/05/2025

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - I KOLKATA

West Bengal.