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Certify that the document is submitted
to registration. The signature sheet
and the endorsement sheets attached
with this document are the same as
his document.

Addl. District Sub-Registrar
Bighannagar, (Salt Lake City)
- 5 JUL 2024

JOINT VENTURE DEVELOPMENT AGREEMENT

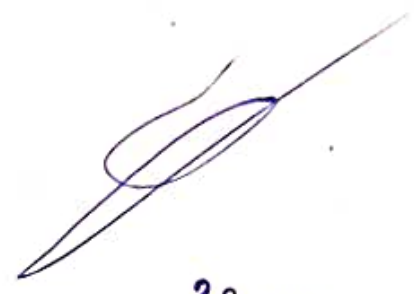
THIS JOINT VENTURE DEVELOPMENT AGREEMENT MADE THIS
THE 5TH DAY OF JULY 2024 TWO THOUSAND TWENTY-FOUR, IN
KOLKATA;
BETWEEN

5-7-2024
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MR. BIR
Son

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PRE.....
FMA.....
hs.....
28 JUN 2024
S. CHATTERJEE
Licence Officer
2 & 3, K. S. Roy Road, Kot-1



28 JUN 2024



Addl. District Sub-Registrar
Bidhannagar, (Salt Lake City)

- 5 JUL 2024.

Sunmraja Patra
S/o. Bikash Patra
Urmi, Bhupatinagar
Pin- 721458

MR. BIRENDRA NATH NASKAR, (PAN ABSPN3173G) (AADHAAR 267962631344), Son of Late Goloke Chandra Naskar, resident of MB 285, Mahishbathan, Police Station- Electronics Complex, Post Office Krishnapur, Kolkata- 700102, District North 24 Parganas, by nationality Indian, hereinafter called and referred as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the subject be deemed to include his respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

AND

M/S VALUE HOMES REALTECH PRIVATE LIMITED (having CIN - U70200WB2021PTC243799, PAN - AAHCV9546J) having its registered office at C/O - Arun Baidya, Ramkrishna Pally, Post Office - Gauranga Nagar, Police Station - New Town, Kolkata - 700159 and represented by its Directors **(1) MR. KAJAL KUMAR MALICK, (PAN NO. ALVPM1173C & AADHAAR NO. 340833160287),** son of Late Nilkamal Mallick, residing at Jyotinagar, Post Office: Gouranga Nagar, Police Station - New Town, District:-North 24-Parganas, State - West Bengal, India, PIN-700159 **(2) MR. SWAPAN KUMAR DAS (PAN NO. AHOPD3494Q & AADHAAR NO -631467459814),** son of Sri Amar Chandra Das, residing at Ramkrishna Pally, Gouranga Nagar, Post Office: Gouranga Nagar, Police Station -New Town, District:-North 24- Parganas, State -West Bengal, India, PIN - 700159 **(3) MR. KAMALESH BANIK (having PAN ADPLB2553R, Aadhar Card No. - 7783 2638 6592),** son of Late Prafulla Banik, residing at CG - 231, Sector - II, Saltlake Bidhannagar (M), Sech Bhawan, North 24 Parganas, Post Office - Bidhannagar, Police Station - Bidhannagar East, Kolkata-700091, West Bengal, India, **(4) MRS. RITA BANIK (having PAN AEEPE3646K, Aadhar Card No. - 3952 5529 8692),** wife of Mr. Kamalesh Banik, residing at CG - 231, Sector - II, Saltlake Bidhannagar (M), Sech Bhawan, North 24 Parganas, Post Office - Bidhannagar, Police Station - Bidhannagar East, Kolkata-700091, West Bengal, India **AND (5) MR.DIPAYAN HALDER (having PAN APDPH1892P, Aadhar Card No. - 4788 8605 7655)** son of Mr.Bijon Halder residing at BB 201,BB Block,Sector 1, Saltlake, Bidhannagar(m),North 24 Pgs, Bidhannagar CC Block, West Bengal 700054, all are by nationality Indian, hereinafter referred to as the "**DEVELOPER**", (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its nominees, successor and/ or successors in office/interest) of the **SECOND PART**. The Developer as per the Board Resolution dated 01st day of July, 2024 it has been unanimously resolved that this Project would be developed by **M/s VALUE HOMES REALTECH PRIVATE LIMITED**, the Developer herein, all the Directors would execute and register this Joint Venture Development Agreement on behalf of **M/s VALUE HOMES REALTECH PRIVATE LIMITED**. It has been also unanimously resolved that **MR. KAJAL KUMAR MALICK, MR. SWAPAN KUMAR DAS, MR. KAMALESH BANIK** and **MR. DIPAYAN HALDER** being the Directors and representative/nominees of **M/s VALUE HOMES REALTECH PRIVATE LIMITED** would receive, execute and register a development link General Power of Attorney on behalf of **M/s VALUE HOMES REALTECH PRIVATE LIMITED** from the Owner herein. The extract of the said Board Resolution dated 01st day of July, 2024 would be the part and parcel of this agreement.

WHEREAS one Anil Kumar Naskar son of Late Tark Chandra Naskar was absolute owner of 12 Satak Land situate and lying at Mouza-Mahishbathan, J.L. No. 18, Touzi No. 145, R.S. No. 204, R.S. Dag No. 215, under Khatian No. 78, in the District North 24

Parganas Sub Registry office Cossipore DumDum and sold 6 Satak of the Land to Sri Bibhuti Mandal and Sri Pravas Mandal jointly by virtue of Deed executed on 19.04.1978 vide Deed No.2404 registered in Sub registrar Cossipore Dum Dum, and recorded in Book No. I, Volume No. 55, Pages 176 to 178, being No. 2404 for the year 1978.

AND WHEREAS Sri Bibhuti Mandal and Sri Pravas Mandal sold 6 Satak of the Land to Mintu Kumar Dhar, Son of late Chittayaranjan Dhar by virtue of Deed executed on 22.01.1992 vide Deed No.483 registered in Sub registrar Bidhan Nagar, (Saltlake City), and recorded in Book No. I, Volume No. 9, Pages 229 to 234, being No. 483 for the year 1992.

WHEREAS One Sri Priya Shankar Biswas, son of late Purna Chandra Biswas, of 25/61, P.G.M. Shah Road, Police Station Jadavpur, Kolkata- 700 095 was the absolute owner of a piece of land measuring an area 3 (three) cottahs, 9 (nine) Chittacks 20 (Twenty) sq. ft. be the same a little more or less situate and lying at Mouza-Mahishbathan, J.L. No. 18, Touzi No. 145, R.S. No. 204, R.S. Dag No. 215, under Khatian No. 78, in the District North 24 Parganas (hereinafter called as the said land) by virtue of a Registered Deed, registered at the office of A.D.S.R. Bidhan Nagar, (Saltlake City) by virtue of Deed executed on 06.07.1994 vide Deed No.4563 registered in Sub registrar Bidhan Nagar, (Saltlake City), and recorded in Book No. I, Volume No. 99, Pages 35 to 40, being No. 4563 for the year 1994, purchased from one Mintu Kumar Dhar, Son of late Chittayaranjan Dhar, resident of G 14/1, Karunamayee Housing Estate, Kolkata 700091 and recorded his name before Govt. office and paid tax regularly.

That Sri Priya Shankar Biswas obtain the Certificate of Conversion vide Memo No. S-24/686/SDL/BST/98 Dated 31.03.2000, bagan to "Bastu".

AND WHEREAS while the said Sri Priya Shankar Biswas seized and possessed of or otherwise well and sufficiently entitled to the said land measuring area 3 (three) cottars, 9 (nine) Chitacks, 20(Twenty) sq. ft a little more or less situate and lying at Mouza Mahishbathan, J.L. No. 18, Touzi No. 145, R.S. No.204, R.S. Dag No. 215, under Khatian No. 78, in the District North 24 Parganas, sold to Sri Samar Basu, by dint of a registered Deed of Conveyance vide Deed No. 7005 of 2007, registered at the office of A.D.S.R. Bidhannagar (Saltlake City), District North 24 Parganas, recorded in Book No. I, C. D. Volume No. 6, Page No. 594 to 605 being No. 07005 for the year 2007.

AND WHEREAS one SAMAR BASU seized and possessed his right, title and interest and possession of or otherwise well and sufficiently entitled to ALL THAT the said land measuring an area 3 (three) cottals 9 (nine) chittack, 20 (twenty) sq.ft be the same a little more or less situate and lying at Mousa Mahisbathan, J.L. No, 18, Touzi No. 145, R.S. No, 204, R.S. Dag No. 215, under Khatian No. 78 in the District North 24 Parganas, morefully and particularly written in the below mentioned a of the schedule and free from all encumbrances, charges, liens, *lispendences*, attachment, requisition, acquisition, trust whatsoever and also have full right and power to sale the said land fully or in part.

AND WHEREAS One Gour Naskar (now deceased) son of Dijabar Naskar, was the recorded owner a piece of land measuring an area 03 (three satak), rayat, situate and lying at Mouza Mahisbathan, J.L. No. 18, under Kri Khatian No. 96, in R.S. Dag No.215, under Police Station- Rajarhat at present East Bidhannagar, in the District North 24 Parganas, along with other landed property.

AND WHEREAS while the said Gour Naskar (now deceased) seized and possessed his right, title and interest of or otherwise well and sufficiently entitled to the said land measuring 03 (three) satak situate and lying at Mouza- Mahisbathan, J.L. No. 18, under Kri Khatian No. 96 in R.S. Dag No. 215, in the District North 24 Parganas, along with other landed property died living behind his wife Smt. Sushila Naskar, five sons namely i) Sri Dulal Naskar, ii) Sri Pravash Naskar, iii) Sri Subash Naskar, iv) Sri Palan Naskar and v) Sri Gopal Naskar and two daughters namely Smt. Halina Mondal (Naskar) wife of Subash Mondal and Smt. Kalpana Mondal (Naskar) wife of Jadav Mondal, as his legal heirs/successors,

AND WHEREAS After demise of the said Gour Naskar, the aforesaid legal heirs/successors became owner of the aforesaid 03(three) sataks of land along with other landed property of the said deceased Gour Naskar and by a verbal partition deed the said Gopal Naskar (one of the above-mentioned legal heirs / successors) obtained the said land of 03 (three) sataks as his share.

AND WHEREAS As per said Verbal partition deed Gopal Naskar became absolute owner of the said 03 (three) sataks land situate and lying at Mouza- Mahisbathan, J.L. No. 18, under Kri Khatian No. 96, R.S. Dag No.215, under Police Station: East Bidhannagar, in the District North 24 Parganas, and seized and possessed his right, title and interest and possession or otherwise well and sufficiently entitled to ALL THAT the said land of 03 (three) sataks and free from all encumbrances, charges, liens, *lispendens*, attachment, requisition, acquisition, trust whatsoever and also have full right and power to sale the said property full or in part.

AND WHEREAS said SAMAR BASU decided to sale his aforesaid land measuring an area 03(three) cottals 9 (nine) Chittacks, 20 (twenty) sq.ft be the same a little more or less situate and lying at Mouza Mahisbathan, J.L. No. 18, Touzi No. 145, R.S. No, 204, R5. Dag No, 215, under Khatian No. 78, under Police Station- East Bidhannagar, in the District North 24 Parganas, briefly described in below mentioned (a) of the schedule and also GOPAL NASKAR decided to sell 4(four) Chittacks 14 (fourteen) sq.ft, be the same a little more or less out of his share of 03 (three) satak situate and lying at Mouza- Mahisbathan, J.L. No. 18, under Kri Khatian No. 96, under Police Station- Rajarhat, at present East Bidhannagar, in the District North 24 Parganas, briefly described in the below mentioned (b) of the schedule. Total land of the SAMAR BASU & GOPAL NASKAR (a) 3 (three) cottahs 9(Nine) Chitaks, 20 (twenty) sq.ft. + (b) 4 (four) chhitacks, 14(fourteen) sq.ft. total 3 (three) cottahs, 13 (thirteen) chittacks, 34(thirty four) sq.ft be the same a little more or less sold to **MR. BIRENDRA NATH NASKAR**, Son of late Goloke Chandra Naskar, by faith Hindu, by occupation Business, resident of MB 285, Mahishbathan, Sector-V, Bidhannagar (Saltlake City), Kolkata- 700 102, Police Station- East Bidhannagar, District North 24 Parganas by virtue of **Deed of Conveyance** executed on 18TH day of August, 2010, **Vide Deed No. 08715 of 2010**, registered in the office of the Additional District Sub-Registrar of Bidhannagar (Salt Lake City), recorded in Book-I, CD Volume No. 14, Page from 10715 to 10733, **Being No. 08715 for the Year 2010**.

THAT MR. BIRENDRA NATH NASKAR desired to develop his an area 03(three) cottals 9 (nine) Chittacks, 20 (twenty) sq.ft be the same a little more or less situate and lying at Mouza Mahisbathan, J.L. No. 18, Touzi No. 145, R.S. No, 204, R.S. Dag No, 215, under Khatian No. 78, under Police Station- East Bidhannagar, in the District North 24 Parganas.

That **MR. BIRENDRA NATH NASKAR** mutated his name in respect of said Property in the record of concerned BL&LRO office and the said office assigned **L.R. Khatian No. 1559** to the Owner. The Owner is regularly paying the taxes/khajna all outgoings in respect of the said Property and continuing with the absolute right, title and interest and peaceful possession and enjoyment of said Property.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE I - DEFINITIONS

- 1.1. In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
 - (a) **ARCHITECT** shall mean any Architect or firm or firms of Architects, who may be appointed by the Developer for designing and planning of construction of the Building/Buildings forming part of the said Project;
 - (b) **ASSOCIATION** shall mean any company incorporated under the Companies Act, 1956, or newly formed company incorporated under the Companies Act 2013, or any Association formed and registered under the West Bengal Ownership Apartment Act 1972 or a Committee as may be formed under any act by the Developer for the maintenance of the common parts and portions of the building/buildings having such rules, regulations and restrictions as may be deemed proper and necessary upon mutual consent of the Owner and Developer and not inconsistent with the provisions and covenants herein contained;
 - (c) **BUILDING** shall mean and include any building/buildings consisting of self-contained independent units to be constructed erected and completed at or upon the said Property in accordance with the map or plan as would be sanctioned by the competent sanctioning Authority and other concerned authorities and such modifications and/or alterations as may be deemed necessary by the Developer.
 - (d) **BUILDING PLAN:** shall mean such building plan/plans for the construction of the multi-storied building which shall be sanctioned by the Bidhannagar Municipal Corporation in the name of the Owner hereof for construction of the building including its modification and amenities and alterations if made at the cost and expenses of the Developer.
 - (e) **COMMENCEMENT DATE OF AGREEMENT** shall mean the date on which this Agreement is executed by and between the parties.
 - (f) **COMMON PARTS AND PORTIONS** shall mean and include the corridors, pathways, stairways, internal and external passages, passage-ways, half-ways, landings, pump house, overhead water tanks, reservoirs, water pumps and motors, driveways, lifts, ultimate roofs, parking and other facilities etc. of the building/buildings, common lavatories and other common parts and portions of the said Project which shall be used in common by all the Owner, occupants, Developer and transferees of the said Building/Buildings and shall become part of the said Project;
 - (g) **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 Owner, occupants, Developer and Co-transferees and all other expenses for the Common Purpose as will be decided by the Developer in consultation with the Owner and transferees to be contributed, borne, paid and shared by the Owners, occupants, Developer and Co-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;
- (h) **CONSENTS** shall mean the planning, permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for carrying out and completing the Development and Construction of the said Project;
 - (i) **DEPOSITS/EXTRA CHARGES/TAXES** shall mean the amounts specified in this agreement to be deposited/paid by Purchasers/transferees of the units or their respective transferees as the case may be to the Developer;
 - (j) **DEVELOPMENT AGREEMENT** shall mean this Agreement between the Owner and the Developer for development of the said Project on the said Property by constructing and erecting a Buildings thereon in accordance with the Plan or Plans to be sanctioned by Concern Authorities according to the specifications mentioned hereunder;
 - (k) **DEVELOPER** shall mean the said **VALUE HOMES REALTECH PRIVATE LIMITED** and shall include its successor and/ or successors in office/ and assigns.
 - (l) **DEVELOPER'S ALLOCATION** shall mean **ALL THAT the 50%(Fifty Percent) of the Total FAR according to the sanctioned Building Plan and the 50%(Fifty Percent) including Shops or Commercial Spaces and the car parking spaces on the Ground Floor** together with common areas, facilities, expenses, construction specification and obligations mentioned in the Third to Fifth Schedule of the said Project.
 - (m) **HOLDING ORGANISATION** shall mean and include such agency or any outside agency to be appointed by the Developer under this Agreement, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary consistent with the provisions and covenants herein contained;
 - (n) **INTENDING PURCHASERS** shall mean the prospective purchases or transferees, who would agree to purchase and/ or acquire or shall have purchased any units, Flats, apartments, shops, offices, etc., all constructed spaces including open and covered parking spaces, shops or other spaces in the said Project;
 - (o) **OWNER** shall mean the Owner above named and shall include his respective legal heirs, representatives, successors, administrators, and assigns;
 - (p) **OWNER'S ALLOCATION** shall mean **ALL THAT the 50% (Fifty Percent) of the Total FAR (constructed area) according to the sanctioned Building Plan and the 50%(Fifty Percent) Excluding Shop or Commercial Space of the car parking spaces only on the Ground Floor** together with undivided proportional share of land in the said Property and common areas, facilities, expenses, specification of construction and obligations mentioned in the Third to Fifth Schedule written below of the said Project.
 - (q) **CAR PARKING SPACES** shall mean the covered parking spaces for any vehicles to be provided in the said Project.
 - (r) **PROJECT** shall mean the developing of the said Property by construction, execution, erection and completion of residential cum commercial building consisting of several flats, shops, car parking, etc. along with all the common area in accordance with the map or plan to be sanctioned by the competent sanctioning authority and/or any other authorities and constructed by the Developer in terms of this Agreement;
 - (s) **PLAN** shall mean the Plan or Plans, Revised or Revalidated, to be sanctioned by the sanctioning authority and/or any other authority or authorities for development of the said Property and construction of the several building/buildings in the said Project and shall include such modifications and/or alterations as may be necessary and/or

required from time to time at the recommendation of the Architect in consultation by the Developer;

- (t) **PRE-DEVELOPMENT COSTS** shall mean the aggregate of all costs, charges and expenses, including all fees payable to Architects, Engineers and other Agents and the sanction fee, legal expenses and all other amounts, which are paid or shall be incurred by the Developer prior to the Start date;
- (u) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professionals, who would be engaged and/or appointed by the Developer upon consultation with the Owner from time to time for carrying out the construction of the buildings, parking spaces and other common areas and portions of the said Project.
- (v) **SAID PROPERTY** shall mean **ALL THAT** piece and parcel of "Bastu" land measuring about Total Land admeasuring **3 (Three) Cottahs 9 (Nine) Chittacks 20 (Twenty) Square Feet** equivalent to **6 Satak** lying and situated under **Mouza - MAHISBATHAN**, J. L. No. 18, Re. Sa. No. 203 and 204, Touzi No. 145, comprised in **R. S. Dag No. 215** under R. S. Khatian No. 78, **L. R. Dag No. 215, L. R. Khatian No. 1559** within the local limits of **Ward No. 28** of the Bidhannagar Municipal Corporation, **Road:- Abadpara (Mahisbathan)**, alongwith a **200 Sq. Ft. Tin Shed Structure** therein with cemented floor within the jurisdiction of the Office of the ADSR at Bidhannagar, Salt Lake City, **Police Station- erstwhile East Bidhannagar and Now Electronics Complex**, Dist. North 24-Parganas, Pin:-700102.
- (w) **SIGNAGE SPACE** shall mean all signage and display spaces outside all Units/spaces in the common areas and the exterior of the buildings including the roof top of the building and the open areas of the buildings as also the boundary walls of the said project;
- (x) **SPECIFICATIONS** shall mean the specification with which the said building and/ or buildings in the said Project, shall be constructed, erected and completed as per the SCHEDULE hereunder written or such other specifications as may be recommended by the Architect. However, the specifications may be varied and/ or modified from time to time as may be mutually agreed in writing by all the parties;
- (y) **SERVICES** shall mean the electricity, water, generators, lifts, and drainage connections and other essential services to be provided at the said Project/Buildings as may be necessary or required for beneficial use and enjoyment of the Units there at;
- (z) **START DATE** shall mean the commencement of development and construction on the said Property by the Developer upon sanction of the building Plan/Plans and obtaining all other required NOCs and permission from the concerned authorities;
- (aa) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees, charges and expenses required to be paid, incurred and disbursed by the Developer for the development of the said Project by constructing building/buildings there at, as more fully described in this agreement hereinafter;
- (bb) **TITLE DEEDS** shall mean all the original Deeds/documents of the Property of the Owner and all documents referred to hereinafter;
- (cc) **TRANSFER** - with its grammatical variations shall include transfer by deed/document and by other means adopted for effecting what is understood as a transfer of Units in multi-storied Buildings in the said Project to the transferees thereof as per law.
- (dd) **UNITS** shall mean the various flats, apartments, shops, offices and other spaces, including car parking spaces, comprised in the project to be developed and the Building/Buildings to be constructed thereon;

ARTICLE II - INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- (i) Any reference to any act of Parliament/Assembly whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, notifications, amendments, orders, plans, regulations, bye-laws, permissions or directions any time issued under it;
- (ii) Reference to any agreement, contract, deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, supplemented or novated;
- (iii) Words denoting one gender shall include other genders as well;
- (iv) Words denoting singular number shall include the plural and vice versa;
- (v) A reference to a statutory provision includes a reference to any notification, modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto;
- (vi) Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made in this Agreement from time to time as may be mutually agreed upon in writing by the parties hereto;
- (vii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement;
- (viii) All the Schedules, maps/plans shall have effect and be construed as an integral part of this agreement.

ARTICLE III - MUTUAL REPRESENTATIONS AND WARRANTIES

3.1 At or before execution of this Agreement the Owner do and each of them doth hereby assure and represent to the Developer as follows:

- (i) That the Owner is absolutely seized and possessed of and/ or otherwise well and sufficiently entitled to the said Property and in his respective share and interest in the Said Property;
- (ii) That the said Property is free from all encumbrances, liens charges, *lispendens*, claims, demands, liabilities, acquisition, requisitions and trusts whatsoever;
- (iii) That the Owner have a marketable title in respect of the said Property;
- (iv) That all statutory rates, taxes and other outgoings payable in respect of the said Property has been paid and/ or shall be paid by the Developer up to the date of this Agreement;
- (v) That the said Property or any part thereof 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 and the said Property is not attached under any decree or order of any Court of Law or by the Income Tax Department or by any other Government authorities;
- (vi) That the Owner have not entered into any agreement for sale, transfer, lease, let out, mortgage, encumber, charge and/ or development nor have created any further interest of any third party into or upon the said Property or any part or portion thereof and shall not do those acts in respect of the said Property and/ or the said proposed Project or any part or portion thereof prior to and/or during the subsistence of this agreement;
- (vii) That there is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said Property and there are no facts, which may give rise to any such dispute;

- (viii) That the Owner have not done and shall not do any act whatsoever that would in any way impair, hinder and/or restrict the grant of rights to the Developer under this Agreement;
- (ix) That there are no legal proceedings pending against the Owner for enforcing any agreement for sale, transfer, lease and/ or development in respect of the said Property;
- (x) That the Owner is legally competent to enter into this Agreement in respect of Development of the said Property;

3.2 At or before entering into this Agreement, the Developer has also assured and represented to the Owner as follows:-

- (i) That the Developer has sufficient knowledge, skill and expertise in the matter of development of a real estate Project and the Developer is financially capable to develop the said Property/Projects;
- (ii) That the Developer has sufficient source of required finance and also the necessary infrastructure as may be required for carrying out development and/ or construction on the said property and/or construction of the buildings there at in terms of this agreement;
- (iii) The Developer would carry out the development of the said property and construction of the said Project and other infrastructure at its own cost, risk and responsibility and strictly as per the plan to be sanctioned by the sanctioning Authorities;
- (iv) That the Developer is legally competent to enter into this Agreement in respect of Development of the said Property;

ARTICLE - IV - OWNER'S COVENANTS AND OBLIGATION

- 4.1 The Owner upon execution of this Agreement hand over the peaceful and vacant and khas possession of the said Property to the Developer.
- 4.2 The Owner have agreed to sign, if required, all building plans, modification or revised building plans prepared by the Architect appointed by the Developer for submission to the competent authorities for necessary sanction thereof. The Owner shall authorize the Developer to do and perform all works as would be necessary in connection therewith.
- 4.3 The Owner shall sign and/or execute all deeds, documents and instruments as may be necessary and/ or required from time to time by the Developer for the development of the said Project.
- 4.4 The Owner hereby grant right, permission to the Developer to construct, erect and complete the proposed Project on the said Property in accordance with the building plan to be sanctioned after taking all necessary permissions and NOCs from all relevant and competent authorities at the cost and expenses of the Developer.
- 4.5 For the purpose of obtaining all permissions, approvals and/ or sanctions by the Developer, the Owner agree to sign and execute all deeds, documents and instruments as may be necessary and/ or required to enable the Developer to undertake development of the Project in accordance with the sanction Plan.
- 4.6 The Owner, along with this agreement, will grant a registered Power of Attorney in favour of the Developer or its nominee and/or nominees to authorize and enable the Developer to:
 - a) Obtain sanction plan or plans and/or revised sanction plans;
 - b) Obtain all permissions, approvals, sanctions and/ or consents as may be necessary and/ or required, including permission from The Fire Department, Police and other authorities;
 - c) To appoint Architect, Engineers, Contractors and other Agents;

- d) Do all acts deeds and things for the purpose of giving effect to this agreement;
 - e) To sign and register Agreement for Sale, agreements etc and to receive all booking/earnest money, total considerations money and other money in respect of Developer's Allocation in the said Project and any part thereof;
 - f) To handover the possession of the sold unit/portions to the intending purchasers after handover the allocated portion to the Owner in fully complete and in habitable in nature.
 - g) That all Sale Deeds can be executed only after handing over the owner's allocation to the Owner in a habitable nature.
- 4.7 The Owner shall not be entitled to repudiate, rescind and/ or cancel this Joint Development Agreement as executed by the Owner simultaneously with the execution of this agreement hereof during the period of continuation of the development and completion of the said Project and the transfer/sell of the Developer's Allocation in the said Project.
- 4.8 The Developer discharging their part of the obligation contained, the Owner shall co-operate with the Developer for the construction and/ or erection of the proposed Project at the cost and expenses of the Developer as per the terms of the agreement and shall not do or cause to be done any act, deed or thing whereby the construction work may be hampered or delayed.
- 4.9 The Owner or their representative shall have the right to visit the Project site.
- 4.10 The Owner shall have the right to appoint engineer/architect for inspection over the construction progress and quality of building materials of the proposed project, as and when required.
- 4.11 The Owner shall be entitled to **ALL THAT the 50%(Fifty Percent) of the Total FAR (constructed area) according to the sanctioned Building Plan and the 50%(Fifty Percent) Excluding Shop or Commercial Space of the car parking spaces only on the Ground Floor** together with common areas, facilities, expenses, specification of construction and obligations mentioned in the Third to Fifth Schedule written below of the said Project.
- 4.12 A supplementary Agreement shall be made in respect of allocated Flat, Common Area, Parking Spaces, **Excluding Shop or Commercial Space** after getting sanction Plan of the project.

ARTICLE V - DEVELOPER'S COVENANTS

- 5.1 The Developer is executing this Agreement holding the Owner's representations and warranties to be true.
- 5.2 The Developer herein shall fix the price, booking amount, rent, premium, license fees of the Developer's Allocation within the project areas and also devise and select the strategies, terms and conditions etc. for marketing of Developer's Allocation in this Project. The Developer can do the marketing by itself or may appoint any marketing company at such terms and condition and remunerations decided by the Developer for the Developer's Allocation. The Developer herein can sell, transfer, and assign the Developer's Allocation to its nominee as its choice.
- 5.3 The Developer shall be at liberty to enter into contracts with Engineers, Architects, Contractors, Consultants and other persons in connection with the construction of the said Project, preparation of building plan, modification plan, extension plan, other requisite sanctions, NOCs and for development of the said Property and/ or said Project at its own cost and it is also at liberty to engage and dismiss staffs, mistiries, labours,

contractors, supervisors, overseers and other persons and to enter into all contract and obligation as may be necessary as the said Developer may think fit and proper at its absolute discretion.

- 5.4 The Developer shall name the said Project and to fix sign board and give advertisement and to take any commercial measure to sell, transfer, lease, let out, etc. to anyone else out of Developer Allocation in the said Project.
- 5.5 The Developer shall be at liberty to devise and implement marketing and professional strategies and policies for the marketing of the Developer's Allocation in the said Project and shall be at liberty to engage any marketing agencies for the sale of Developer Allocation or part thereof.
- 5.6 Before and during undertake development of the said Property by constructing, erecting and completing the Project in accordance with the plan to be sanctioned by the competent authorities concerned, the Developer shall at its own cost, risk and responsibility, duly observe and perform the following:
 - (i) to apply for and obtain all consents, approvals, sanctions, clearance, NOCs, etc. except NOC /permissions under the provisions of the Urban Land (Ceiling Regulation) Act, 1976 and the mutation, conversion of the nature of the said Property from the District Land Revenue authorities, Bidhannagar Corporation and other concerned authorities as may be necessary and/ or required for undertaking development of the said Property;
 - (ii) to install electricity, water, tele-communications, and surface and foul water drainage to the said Property and shall ensure that the same connects directly to the relevant sources;
 - (iii) to serve such notice/ notices and enter into such agreement/ agreements with statutory undertakings or other companies as may be necessary to install the services;
 - (iv) to give all necessary or usual notices under any statute concerning the clearance of the said Property and the development thereon, give notices to water, electricity and other statutory authorities as may be necessary in respect of development of the said Property and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep indemnified the Owner from and against all costs, charges, claims, actions, suits and proceedings;
 - (v) to remain responsible for due compliance with all statutory requirements, whether state or central, and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and further to keep the Owner and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings in relation thereto;
 - (vi) to remain responsible for any accident and/ or mishap caused by any act of the Developer while undertaking construction and completion of the said Project in accordance with the Plan, to be sanctioned by the authorities concerned and further to keep the Owner and each of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings in relation thereto;
 - (vii) to comply and/ or procure compliance of, all conditions attached to the building permission and any other permissions, which may be granted during the course of development;
 - (viii) to comply or procure compliance of all statutes and any enforceable codes of practice of the sanctioning authority or other authorities concerning to the said Property or the development;

- (ix) to take all necessary steps and/ or obtain all permissions, approvals and/ or sanctions as may be necessary and/ or required and shall do all acts, deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Property;
- (x) to incur both pre-development costs and the total development costs and all other costs, charges and expenses for the purpose of constructing, erecting and completing the said Project in accordance with the Plan to be sanctioned by the authorities concerned;
- (xi) not to allow any person to encroach nor permit any encroachment by any person and/ or persons into or upon the said Property or any part or portion thereof;
- (xii) shall regularly and punctually make payment of all fees and/ or charges of the Architect, Engineer and other agents as may be necessary and/ or required for the purpose of construction, erection and completion of the said Project;
- (xiii) to remain solely liable and/ or responsible for all acts, deeds, matters and things for undertaking construction of the said Project and/ or in accordance with the Plan and to pay, perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid, performed and observed;
- (xiv) The Developer shall be responsible from its own source to arrange all necessary finance and/ or moneys as may from time to time be required for carrying out and completing the development of the said Property and development and construction of the said Project.
- (xv) The Developer may assign/allow sub-contact of job work/labours for the interest of construction in respect of the whole or part of the said Property to such persons/ organizations as deem fit and proper.
- (xvi) Notwithstanding anything to the contrary contained in this agreement it is agreed and made clear that the Owner will not be liable to contribute and pay towards the development costs.
- (xvii) The Developer shall be liable to make payment all the statutory dues and levies while undertaking construction of the said Project and/ or in terms of this agreement.

ARTICLE - VI - COMMENCEMENT AND DURATION

- 6.1 This Agreement has commenced and/ or shall be deemed to have commenced on and with effect from the date of execution and registration of this Agreement (hereinafter referred to as the **COMMENCEMENT DATE**).
- 6.2 This agreement shall remain in full force and effect until the development of the said Property and sale of the said project is completed in all respects in terms of this Agreement.

ARTICLE - VII - TITLE

- 7.1 The Developer has carried out necessary searches of the said Property and prima facie examined the title of the Owner and based on such examination, is satisfied in respect thereof.

The Developer shall retain the physical custody of the original Sale Deed No.4563 registered in Sub registrar Bidhan Nagar, (Saltlake City), and recorded in Book No. 1, Volume No. 99, Pages 35 to 40, being No. 4563 for the year 1994, Certificate of Conversion vide Memo No. S-24/686/SDL/BST/98 Dated 31.03.2000, began to "Bastu". Deed No. 7005 of 2007, registered at the office of A.D.S.R. Bidhannagar (Saltlake City), District North 24 Parganas, recorded in Book No-1, C. D. Volume No. 6, Page No. 594 to 605 being No. 07005 for the year 2007, Deed No. 08715 of 2010, registered in the office of the Additional District Sub-Registrar of Bidhannagar (Salt Lake

City), recorded in Book-I, CD Volume No. 14, Page from 10715 to 10733, **Being No. 08715 for the Year 2010** including the original Parcha from BL&LRO and various permissions/NOCs as obtained from various departments, shall be kept with the Developer.

- 7.2 The Owner shall also keep the said Property free from all encumbrances, charges, liens, *lispendens*, attachments, and liabilities of whatsoever nature. After completion of sale/transfer of the said project the said Sale Deeds and other title related documents shall be made over to the Owner and the certified copies of those documents to the Owners' Association and/or the group of persons for the benefit of the Unit Owner.

ARTICLE - VIII - AUTHORITY TO ENTER

The Owner can enter into the Property during the construction at all reasonable times.

ARTICLE - IX - POWERS AND AUTHORITIES

To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owner agree to execute a registered Development Power of Attorney in connection with this agreement nominating, constituting and appointing the Developer or its nominee(s) to be the true and lawful attorney of the Owner, to do, execute and perform all or any developmental work in respect to the said Property as mentioned therein including enter into any agreement, Deed of Conveyance and Deed of Transfer in respect of Developer's Allocation along with proportional share of land in the said Project at such price/consideration and to such person as the Developer deem fit and proper and retain the sale proceed and other receivables thereof.

ARTICLE - X - REFUNDABLE SECURITY DEPOSIT

As per this agreement the Developer shall pay to the Owner an interest free refundable **security money**, hereinafter referred to as the **said Security Deposit** as follows and described in Memo of Consideration.

Name of the Owner	Amount of Security Deposit ₹
MR. BIRENDRA NATH NASKAR	5,00,000/- Paid in the time of Execution of the Agreement and 5,00,000/- within One Month from the Date of Plan Sanction

The Owner shall refund the said Security Deposit to the Developer at the time of handing over the Owner Allocation to the Owner.

ARTICLE - XI - TOTAL DEVELOPMENT COSTS

- 12.1 The Developer shall solely be liable to incur, bear and pay the entirety of all development costs including, without limitation, the items of costs and expenses listed below:

- (i) the costs of obtaining of permissions, clearances, No objections, approvals and sanction(s) of plan in respect of the development (including fees of the architects, surveyors or consultants relating thereto) **TOGETHER WITH** planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature;
- (ii) the costs of investigations, surveys, and tests in respect of soil, drains, and structures;

- ii) the costs to be incurred and/or payable to architects, surveyors, contractors, masons, mistris, engineers, quantity surveyors or others engaged in respect of the development work and/or construction of the buildings;
 - (iv) all rates or any other outgoings or impositions assessed in respect of the said Property and all costs of construction of the said Project;
 - (v) the pre-development costs and all other sums required to be incurred, paid and spent by the Developer in relation to commencing, carrying out and completing the Development work and construction of the proposed buildings/housing project including providing of services thereat;
 - (vi) all costs and interests on the finance, which the Developer may avail for undertaking development work and/or construction of the proposed said Project; but without prejudice to the right of Owner in terms of this agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Agreement, it is agreed and made clear that the Owner will not be liable to contribute and pay towards the pre-development costs and/or the total development costs.

ARTICLE - XII - MUTATION AND MUNICIPAL RATES AND TAXES

- 13.1 All rates, taxes, khajnas and outgoings on the said Property till the date of execution of this Agreement shall be borne, paid and discharged by the Owner.
- 13.2 As from the date of execution of this Agreement the Developer shall be liable for all rates, khajnas and taxes as also other outgoings in respect of the said Property till such time the Building/ Buildings is ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of Municipal/Corporation rates and taxes, khajnas and all other outgoings (collectively **Rates**) in the ratio of their respective units/ allocation.
- 13.3 That entire cost of in the Bidhannagar Municipal Corporation Mutation and obtaining the holding number and the Developer will pay.
- 13.4 That the Developer will pay the cost of Amalgamations of property.
- 13.5 The parties shall bear their respective taxes as and when applicable.

ARTICLE - XIII - APPROVED PLANNING

- 14.1 Immediately after the execution of this Agreement upon getting and complying all deeds and thing mentioned in this Agreement the Developer shall cause a map or plan to be prepared for being submitted to The concerned authority and at or before submission of the said Plan to the authorities concerned for sanction, the Developer would make over a copy of the same to the Owner. In the event of any of the Owner having any suggestions or suggesting any alterations to the Plan and if such suggestions are lawful and results in optimization of the constructed area or adds value to the project then and in that event such suggestions would be incorporated in the Plan.
- 14.2 All costs, charges and expenses for preparation of the said Plan including the architects' fees and sanction fees shall be paid, borne and discharged by the Developer and in no event shall the Owner shall be liable to contribute any amount on this account. On sanction of the Plan, the developer would furnish a photocopy thereof to the Owner.
- 14.3 The Architect to be appointed by the Developer may be substituted from time to time as the Developer may deem fit and proper.

ARTICLE - XIV -AUTHORISED REPRESENTATIVES

15.1 APPOINTMENT OF OWNER' REPRESENTATIVE

For the purpose of giving effect to this agreement and implementation thereof, it has been agreed that, **Land Owner** herein, shall be deemed to be the authorised representative for and on behalf of the Owner for the following purposes:

- (i) giving and receiving of all notices, statements and information required in accordance with this agreement;
- (ii) performance of the obligations and responsibilities of the Owner in connection with the Development and/ or construction work as per this Agreement;
- (iii) for such other purposes of facilitating the work of completion of the said project by the Developer in terms of this Agreement.

15.2 **APPOINTMENT OF DEVELOPER'S REPRESENTATIVE**

For the purpose of giving effect to this agreement and smooth implementation thereof, it has been agreed that **Sri KAJAL KUMAR MALLICK** shall be deemed to be the authorised representative of the Developer for the following purposes:

- i) giving and receiving of all notices, statements and information required in accordance with this agreement;
 - ii) performance of the obligations and responsibilities of the Developer in connection with the Development and/ or construction work as per this Agreement;
 - iii) for such other purposes of carrying out the work of completion of the said project in terms of this Agreement.
 - iv) To execute and register all agreements and deeds on behalf of the Developer and Owner in favour of the intending purchaser/lessee/tenants/licensee etc in respect of Developer's Allocation.
- 15.3 It is hereby expressly made clear that any act, deed or thing done by any of the said authorised representatives shall be final and binding on the parties to whom he/ they represent.

ARTICLE - XV - DEVELOPMENT

Upon sanction of the building Plan by the concerned authorities within **6 Months** from the date of execution of this agreement and also upon obtaining all other permissions by the authorities concerned for carrying out the construction the Developer shall:

- (i) complete the development of the project within **30 (thirty) months** from the date of getting sanctioned building plan of the said Project; if the DEVELOPER fails to complete the project within this stipulated period the Land Owner will receive a compensation at the tune ₹ 50,000/- (Rupees Fifty Thousand) per month till the handover of the Land Owner's Allocation in habitable condition
- (ii) complete the development work and/or construction of the buildings in a good and workmanlike manner and the same by use of good quality materials and the same as per details and specifications mentioned in the Schedule hereunder written and/or as may be recommended by the Architect;
- (iii) execute and complete the development work and construction of the building in accordance with the approved plan and the same as per the law of the land and building Rules and shall obtain all planning permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this Agreement apply for necessary approval under West Bengal Real Estate Regulatory Authority (WBREERA) of the project;
- (iv) in connection with the development of the said Property the Developer shall be entitled to appoint its own professional team for undertaking development of the said Property;
- (v) The Developer shall take all necessary steps to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the

appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same;

- (vi) The Developer shall use all reasonable skill and care in relation to the development work and/or construction of the buildings to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used or specific;
- (vii) The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owner construct, erect and complete the Building in pursuant to the plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the Schedule hereunder and/or as be recommended by the Architects from time to time.
- (viii) Developer hereby warrants and indemnify to the Owner that all materials and equipment furnished and the workmanship used to incorporate them in the project will confirm fully to the standard stipulated in this agreement. Any materials, equipment or workmanship that fails to confirm to the quality standard outlined in the agreement shall be considered defective. For the period of six months commencing from the providing completion certificate from the competent authority upon the receipt of notice in writing from the Owner and the purchases/intending purchasers, legal occupiers etc., the Developer shall promptly make repairs arising out of defective materials, workmanship, or equipments and in this regard the decision of the Developer is final. The Owner and the purchases/intending purchasers, legal occupiers etc. are hereby authorized to make such repairs if 30 days after giving such notice to the Developer, the Developer has failed to make or undertake the repairs with due diligence. All expenses in connection with such repair made by the Owner and the purchases/intending purchasers, legal occupiers etc. shall be charged to the Developer.

ARTICLE - XVI- ADVOCATE OF THE PROJECT AND FEES

The Developer has appointed **Sri Soumen Mukherjee, Advocate**, High Court at Calcutta as the sole legal consultant of this project. The Developer and intending transferee, as the case may be, shall bear the fees of the said advocate as and when required.

ARTICLE - XVII- CONTRIBUTION OF CHARGES - DEPOSITS AND ADVANCES

- 18.1 **CHARGES** - All agreements which are to be entered for sale and transfer with the intending purchasers and Land Owner in respect of their respective unit shall liable to pay proportionally the under-mentioned amount to the Developer:
- (i) share of Transformer cost/HT Services on actuals;
 - (ii) share the cost of the construction of Community Hall and any other amenities for the building (EDC).
 - (iii) share of Generator cost on actuals;
 - (iv) Any amount which may become payable in accordance with the prevailing laws and the rules framed thereunder on actuals;
 - (v) Such charges as may be determined for formation of the Holding Organisation and/or Association of Owner;
 - (vi) Applicable Tax;
 - (vii) Legal charges
 - (viii) Maintenance, Amenities charges.

- 18.2 In addition to the above each of the Intending Purchasers of units in terms of the agreements to be entered into with them shall be liable to keep in deposit and/or make payment by way of advances the proportionate share of rates, khajnas, taxes and other outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchasers.
- 18.3 The aforesaid charges are indicative and the parties hereto in consultation with each other may from time to time mutually agree in writing and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers.
- 18.4 That the intending purchaser alongwith the Land Owner has to pay the Maintenance Charge towards the developer as specified in Agreement for Sale or the Deed of Conveyance or Possession towards the Land Owner and the fees will be deposited towards the Developer in a **Sinking Fund** which will be handed over towards Frst Committee of the formed under West Bengal Ownerhip Apartment Act 1972.

ARTICLE - XVIII - MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

The Developer shall frame necessary rules and regulations for the purpose of regulating the user of the various units of the said Project and also the common parts and essential services at the said Project. Each of the intending buyer/ purchaser/ lessee/tenant/licensor acquiring a unit/ space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the Holding Organisation/ maintenance company/ association or to the Developer till such time the Holding Organisation is formed.

ARTICLE - XIX- FORCE MAJEURE

- 20.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below:
- (i) Fire;
 - (ii) Natural calamity;
 - (iii) Tempest;
 - (iv) Declared and undeclared war, riot and civil commotion;
 - (v) Any prohibitory order from the court, Panchayet and other Government authorities.
 - (vi) Any relevant Government or Court orders with regard to the title of the said Property affecting the construction of the Project.
- 20.2 The Developer shall intimate in writing to the Owners' representative in case of development works stopped or suspended due to any condition under Force Majeure which may affect the completion date of the project as well as completion of the Owner Allocation.

ARTICLE - XX - HOLDING ORGANISATION

- 22.1 After completion of the said Project, the Developer shall cause a Society/ Syndicate/ Association/Company/LLP to be formed for the purpose of taking over of the maintain and administration of the common parts and portions and also for the purpose of rendition of the common services. Each of the persons acquiring a unit/space in the said buildings and/or project shall be bound to become a member of such Holding Organization. Such organization shall be a nonprofit making organization. The said Holding Organisation cannot give right to use the common areas and facilities to any

third party who is not the purchaser/tenant/lessees/licensee etc. of the said Project without Witten permission of the Owner.

- 22.2 In the event of the control of the common parts and portions and the obligation of rendition of common services being entrusted to any Facility Management Company prior to making of the said Holding Organisation(hereinafter referred to as the **MANAGEMENT COMPANY**) each of the persons acquiring a unit/space in the said buildings and/or project shall be liable unconditionally to make payment of the proportionate share of the maintenance charges to such Management Company without raising any objection whatsoever or howsoever. That Management Company shall be incorporated by the Developer.

ARTICLE - XXI - OWNERS' / DEVELOPERS' INDEMNITY

- 23.1 The Owner shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer resulting from breach of this Agreement by the Owner and/ or arising from any successful claim by any third party for any defect in title of the said Property.
- 23.2 The Developers shall indemnify and keep the Owner saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner resulting from breach of this Agreement by the Developers and/ or arising from any successful claim by any third party for any defect in the Development and construction of the said Property.

ARTICLE - XXII - BREACHES

- 24.1 It is hereby made expressly clear that none of the parties shall be entitled to initiate any proceeding against the other without referring all such disputes and differences to arbitration. The Owner and Developer hereby undertake not to do any actor deed or thing which may hinder and/or bring to a standstill the work of development in the said Project.
- 24.2 If the Developer fails to handover the Owner's Allocation to Owner within specified period mentioned herein then the Developer will be liable to pay the penalty/liquidated damages for the delay to the Owner at the rate Rs. 50,000/- (rupees ^{FIFTY} ~~ten~~ thousand) only per month so long the Owner able to take over their allocation.

ARTICLE - XXIII - MUTUAL COVENANTS

- 25.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is the development of the said Property by construction of building and/or buildings thereon by the Developer is to hand over the Owner's Allocation to the Owner prior to sell and transfer the various units, apartments, shops, constructed spaces and parking spaces forming parts of the Developer's Allocation in the Project in favour of various intending purchasers by the Developer.
- 25.2 The parties have agreed to render all possible co-operation and assistance to each other.
- 25.3 Neither of the Parties hereto shall do any act deed or thing which may be in contravention and/or violation of any of the terms and conditions herein contained and further to do all acts deeds and things as and when necessary and/or required.
- 25.4 The Parties agree and undertake not to do any act deed or thing which may cause hindrance or obstruction in undertaking the work of construction of the said Project in terms of this agreement. The Parties further agree and undertake not to create any kind or charge and/or mortgage nor to lease out and/or let out and/or part with possession of the said property or any part thereof, without the consent of the either party, in writing.

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Swapan K. S.

Director

- 5 In case of death of any owner(s), ~~this Agreement~~ and the Power of Attorney will get canceled/rescinded. The legal heirs of that deceased owner(s) shall execute and register a fresh Joint Venture Development Agreement and Power of Attorney together with the surviving Owner and the Developer at the same terms and condition as this agreement and power of attorney without any further consideration and objection.
- 25.6 After sanctioning of the Building Plan, the parties shall demarcate their respective allocations by executing a Supplementary Agreement.

ARTICLE - XXIV - NEGATIVE COVENANTS

As and by way of negative covenant, the Owner have assured and covenanted with the Developer as follows:

- (i) Not to enter into any agreement for sale, transfer in respect of the Developer's Allocation in the said Projector any part thereof.
- (ii) Not to cancel or rescind this agreement and claim or demand possession of the said Property and/ or said Project or any part thereof unless there is any breach.
- (iii) Not to create any interest of any third party into or upon the said Developer's Allocation in the said Project or any part thereof. But The Owner can mortgage or create charge on the Owner's Allocation of the of Project and the Developer shall provide all assistance and execute all required deeds and documents in this regard.
- (iv) Not to induct any occupant/ tenant after execution of this Agreement except as aforesaid.
- (v) Not to do any act, deed or thing which may be contrary or in violation of any of the terms and conditions of this agreement;
- (vi) To do all acts, deeds and things as may be necessary and/ or required from time to time.

ARTICLE - XXV - MISCELLANEOUS

- 28.1 **RELATIONSHIP OF THE PARTIES** - The Owner and the Developer have entered into this agreement purely on principal-to-principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owner and Developer or constitute an association of persons.
- 28.2 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said Property or any part thereof to the Developer or as creating of any right, title or interest thereof of the Developer other than the License to the Developer to commercially develop the same in terms hereof in the manner as contained herein.
- 28.3 **NON WAIVER** - Any delay tolerated and/or indulgence shown by either party in enforcing the terms and conditions herein mentioned, such tolerance or indulgence shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of either party.
- 28.4 **ENTIRE AGREEMENT**- This agreement supersedes all representations, understandings, writings and/or correspondence made between the parties hereto prior to the date of execution of this agreement. Any addition, alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties. This agreement also supersedes all documents exchanged between the Owner inter- se in respect of the said Property.
- 28.5 **COSTS**: Each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees. The Stamp Duty and Registration charges towards this

K. Jayakumar

- agreement, supplementary agreement, power of attorney etc shall be paid borne and discharged by the Developer.
- 28.6 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered or sent by speed post with recorded delivery and such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served two days after dispatch of the same by Speed Post at the address written above.
- 28.7 The time shall be the essence as regards the time and period mentioned herein and also the times and periods, which may be agreed between the parties are substituted or modified or extended in future in writing.
- 28.8 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 28.9 All municipal/ Panchayet rates, khajnas, taxes and other outgoings (hereinafter referred to as the **Rates & Taxes**) payable in respect of the said Property upto the date of execution of these presents shall be paid borne and discharged by the Developer.
- 28.10 No modifications, amendments or waiver of any of the provisions of this agreement shall be valid and effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 28.11 This Agreement shall be binding on the parties hereto and their respective successors and assignees.
- 28.12 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail.
- 28.13 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably required for from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.
- 28.14 In future, after sanction of the building plan and the modifications thereof if the competent authorities grant further permission of FAR/constructed area to the Project, then the Owner and Developer shall obtain consents mutually agreed to further sanction on mutually and a supplementary development agreement shall be made.

ARTICLE- XXVI- ARBITRATION

The parties as far as possible shall Try to amicably re solve all disputes and differences which may arise but in the event of such differences and/or disputes are not amicably resolved then end in that event all disputes or differences between the parties hereto in any way touching or concerning this Agreement or as to the interpretation scope or effect of any of the terms, and conditions herein contained or as regards the rights and liabilities of the parties hereto shall be referred to **Sri Soumen Mukherjee, Advocate** for arbitration and the provision of the Arbitration and Conciliation Act, 1998 shall apply. The Award of the Arbitral Tribunal shall be final and binding upon the parties.

ARTICLE - XXVII - JURISDICTION

Courts having the jurisdiction of the Property would be the legal forum try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of "Bastu" land 3 (Three) Cottahs 9 (Nine) Chittacks 20 (Twenty) Square Feet equivalent to 6 Satak lying and situated under Mouza - MAHISBATHAN, J. L. No. 18, Re. Sa. No. 203 and 204, Touzi No. 145, comprised in R. S. Dag No. 215 under R. S. Khatian No. 78, L. R. Dag No. 215, L. R. Khatian No. 1559 within the local limits of Ward No. 28 of the Bidhannagar Municipal Corporation, Road:- Abadpara (Mahisbathan), alongwith a 200 Sq. Ft. Tin Shed Structure therein with cemented floor within the jurisdiction of the Office of the ADSR at Bidhannagar, Salt Lake City, Police Station- erstwhile East Bidhannagar and Now Electronics Complex, Dist. North 24-Parganas, Pin:-700102, ~~(particularly shown in the map annexed hereto and marked by red colour)~~ with all easement right. BUTTED AND BOUNDED BY:

ON THE NORTH : Part of R.S./L.R. Dag No. 218;
ON THE SOUTH : Part of R.S./L.R. Dag No. 216;
ON THE EAST : R.S./L.R. Dag No. 216;
ON THE WEST : Part of R.S./L.R. Dag No. 215.

THE SECOND SCHEDULE ABOVE REFERRED TO
(COMMON PARTS, PORTIONS, AREAS, FACILITIES AND AMENITIES)

COMMON PARTS, PORTIONS, AREAS

1. Lobbies, top roof, common passages and staircases of the building or buildings and common paths in the said Property.
2. Lifts, lift machinery and lift pits.
3. Common drains, sewers and pipes.
4. Common water reservoirs, water tanks, water pipes (save those inside any Flat) to the said Project.
5. Wires and accessories for lighting of Common Areas of the Building.
6. Pumps and motors.
8. Generator for lift and common services and areas.
9. Caretaker Room, Durwan Room/Gumti.
10. Space for Generator installation, Electrical installation and Meter Space.
11. Boundary walls.

FACILITIES AND AMENITIES

1. Power Backup (24 Hours) by providing Diesel Generator (10 KVA)
2. Community Hall of 20'X30' will be provided at roof top with following parameters.
 - a. Half height Masonry Brick Wall with both side plastering.
 - b. Soft roofing by ISI Marked Sheet (Industrial) supporting on M.S Pipe & Roof Truss.
 - c. False ceiling
 - d. POP at inner walls
 - e. Aluminum Door & Window glazed shutter
 - f. External Emulsion Paint at outer walls
 - g. A.C (Branded) 2nos @ 1.5 T
4. Lift of 4 (Four) Passengers will be installed
5. Iron Removal Plant will be installed.
6. CCTV at common areas
7. Fire fighting equipments on each floor.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Specifications of Construction)

SL	ITEM	GENERAL SPECIFICATION
1	Foundation	Isolated column footings or shallow deep foundation along with Tie Beam frame structure by Conc. Gade - M20 and Steel- Fe - 415/500.
2	Substructure & Superstructure	P.P.C / P.S.C Cement will be used of any standard make(ISI)& T.M.T Bar will be used as Reinforcement of Grade Fe-415/500 of any standard make(ISI) for Substructure & Superstructure Slab, Beam, column, Lift well, Chajja, Lintel, Staircase, Mumpty room, Lift M/C room, UGR, OH Tank,. External & intermediate Brick work (1:5) will be done by red clay bricks (1 st Class - Modular)
3	Flooring	Vitrified Flooring will be done by 600mmx600mm size 9mmth Vitrified Tile at Bed Room, Living Dining, Verandah, Drawing Room. Kajaria / Somany / Johnson / Nitco. Kota Stone will be used by 600mmx600mm size 16mmth Kota Stone at Stair Case Steps, Half Landing, Stair Lift lobby only, Stair Case Risers will be mended by Ceramic Tile. Toilet Flooring will be done by Antiskid Ceramic Tile of Size 300mmX300mm at Bathroom/Toilet Floor & Dado will be maintained by Ceramic Tile up to a Height of 1800mm. Kitchen Flooring will be done by Antiskid Ceramic Tile of Size 300mmX300mm with 100mm th Ceramic Skirting at peripheral wall. 600mm wide Counter Top Slab will installed by Black Granite (Prepolished) on Black Stone with Cement, Sand mortar (1:5). Ceramic Dado will be maintained by Ceramic Tile of Height 600mm (2') on Counter Top Slab.
4	Kitchen Sink	18"X24" Size (Non Board) Standard Make Sink will be fitted at Countertop Slab.
5	Door & Door Frame	100mmX65mm Maloyasian Sal will be used for Door Frame. Flush Door of 35mmth & 32mmth will be installed for main door & intermediate door with all accessories i.e Hinze, Hasp Bolt, Cylindrical Lock & Door Stopper. Synthetic Enamel Paint of Standard make will be applied on both side of the intermediate panels &

		Teak Veneer of approved brand will be pasted on Main Door both sides with polish(<i>gala</i>).
6	Windows	Aluminum sliding shutter (Pre Anodized) of Standard Brand(ISI) will be installed with 4mm th Float Glass along with Gasket, Cleats, Mullion, roller, handle & Locking arrangement. Louvered Glass Panes will be used in Toilet Aluminium windows.
7	Sanitary & Plumbing Fittings	CPVC & UPVC Pipe (ISI) will be used for Internal & External Plumbing line. White Color Non pedestal Basin with Pillar cock & Non cascade white colored Porcelain Commode with Seat cover & P.V.C Flushing tank will be supplied & installed. CP Fittings (ISI) i.e Pillar Cock for Basin along with a angular stop cock & connector pipe, Bib Cock, Shower with conceal stop cock, Two in one Bib Cock with a health faucet will be supplied and installed in each bath room.
8	Sewerage	150mm & 200mm diameter Stone Wire Pipe will be used for sewerage line for Pit-to-Pit connection. 450mm dia R.C.C Manhole Cover to be used as Pit cover. 450mm dia R.C.C Manhole Cover to be used as Pit cover. One 100 users Septic Tank will be executed for disposing of solid waste.
9	Electrical	ISI Branded electrical wire will be used for Electrical wiring through PVC conduit pipe (concealed). Branded DP Board (Distribution Panel Board), Receptacle, MCB & Switches will be provided. Bed Room: 2Light points, one 5Amp plug point, one Fan point in each Bed Room & one A.C Point & one T.V Point will be given to Masters Bed room only. Living/Dining Room: 2 Light points, 2 Fan points, one 15 Amp plug point, one 5 Amp plug point, will be provided. Kitchen: One light point, one 5/15 Amp plug point & one 5 Amp plug point for exhaust will be installed. Toilet: One light point, one 15 Amp plug point for Geyser connection (at Masters Bed Room) & one 5 Amp plug point for exhaust will be installed. Verandah: One Light point & one 15 Amp plug point will be installed for Washing Machine.

		One calling bell point to be installed at Main Door of the Flat.
10	Common Area	Ceiling Lights will be provided at corridor of Ground Floor shop. Ceiling Lights will be installed at each floor Stair, Lift lobby & corridor, Stair, Lift lobby & corridor. 2 Lights will be given at Roof Terrace. 2 Lights will be installed at Main Gate of Boundary wall.
11	Drive way	Paver Blocks will be laid by Cement Sand mortar(1:5) at Ground Floor entire drive way.
12	Water Supply	24 hours water supply through U.G.R. supplied by BMC
13	Internal Wall	Plaster of Parish of a Branded make (ISI) will be implemented at inner walls,
14	External Wall	Two coats External Emulsion Paint (ISI) on Two coats cement based paint (ISI) will be applied.
15	Railing	M.S (Mild Steel) Railing will be installed up to a height of 1Meter at Staircase & Balcony duly painted by Synthetic Enamel Paint on Red oxide priemer.
16	Lift	4 - Passengers Lift will be installed of a reputed company.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND
 SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THE DAY MONTH AND
 YEAR FIRST ABOVE WRITTEN.
 SIGNED, SEALED & DELIVERED
 IN KOLKATA IN THE PRESENCE
 OF WITNESSES:

1. *Delashree Mukherjee*
 Prakriti 2B, Greenfield Heights.
 D3 Block, Actionarea 1D.
 Newtown, Kol-700156

2. *Smrati Patra*
 Urm, Bhupatinagar
 Pin. 721458

Birendra Nath Naskar

SIGNATURE OF BIRENDRA NATH NASKAR

Birendra Nath Naskar (Owner)
 VALUE HOMES REALTECH PVT. LTD.

Kajal Kumar Mallick
 Director

SIGNATURE OF KAJAL KUMAR MALICK
 VALUE HOMES REALTECH PVT. LTD.

Swapan Kumar Das

Director

SIGNATURE OF SWAPAN KUMAR DAS

VALUE HOMES REALTECH PVT. LTD.
Kamalesh Banik

Director

SIGNATURE OF KAMALESH BANIK

VALUE HOMES REALTECH PVT. LTD.

Rita Banik

Director

SIGNATURE OF RITA BANIK

VALUE HOMES REALTECH PVT. LTD.

Dipayan Halder

Director

SIGNATURE OF DIPAYAN HALDER

Directors of M/S VALUE HOMES REALTECH PRIVATE LIMITED

DRAFTED AND PREPARED BY ME

Krishna Das
Krishna Das

Advocate

Dist. Judge's Court Barasat
 North 24 Parganas
 Enrolment No. WB-1027/98

MEMO OF REFUNDABLE SECURITY DEPOSIT

I, the Owner herein, receive from the Developer herein a sum of **Rs. 5,00,000/- (Rupees Five Lakhs)** being the part of said Refundable Security Deposit as per this Agreement by cash and by a cheque in favour of us, in following manner:

SL. No.	Name	Date	Details of the Cheque	Amount (in Rupees)
1.	BIRENDRA NATH NASKAR	05.07.2024	Cheque No. "428975" Axis Bank, Rajarhat Branch	5,00,000/-
TOTAL				5,00,000/-

TOTAL Rs. 5,00,000/- (Rupees Five Lakhs)

**IN KOLKATA IN THE PRESENCE
OF WITNESSES:**

1. *Debashree Mukherjee*

Birendra Nath Naskar

SIGNATURE OF BIRENDRA NATH NASKAR

2.

Smritata Saha



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



192024250105483441

GRN Details

GRN:	192024250105483441	Payment Mode:	Online Payment
GRN Date:	04/07/2024 20:48:37	Bank/Gateway:	State Bank of India
BRN :	IK0CVAUEH1	BRN Date:	04/07/2024 20:51:56
GRIPS Payment ID:	040720242010548343	Payment Init. Date:	04/07/2024 20:48:37
Payment Status:	Successful	Payment Ref. No:	2001689516/3/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Value Homes 2 S Mukherjee
Address:	AC 1
Mobile:	9474316928
Depositor Status:	Advocate
Query No:	2001689516
Applicant's Name:	Mr S MUKHERJEE
Identification No:	2001689516/3/2024
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	04/07/2024
Period To (dd/mm/yyyy):	04/07/2024

T-1766/24

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001689516/3/2024	Property Registration- Stamp duty	0030-02-103-003-02	10011
2	2001689516/3/2024	Property Registration- Registration Fees	0030-03-104-001-16	5021
Total				15032

IN WORDS: FIFTEEN THOUSAND THIRTY TWO ONLY.



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

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

LH BOX- SMALL TO THUMB PRINTS

RH BOX- THUMB TO SMALL PRINTS

	LH					
	RH					

ATTESTED:- Bivendra Nath Naskar

	LH					
	RH					

ATTESTED:- Kajal Kumar Malik

	LH					
	RH					

ATTESTED:- Soapan

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

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

LH BOX- SMALL TO THUMB PRINTS
RH BOX- THUMB TO SMALL PRINTS

	LH					
	RH					

ATTESTED:- Kamalendu Banerjee

	LH					
	RH					

ATTESTED:-
Rita Banerjee

	LH					
	RH					

ATTESTED:- Dipayan Halder

CERTIFIED TRUE COPY OF EXTRACT OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY, M/S VALUE HOMES REALTECH PRIVATE LIMITED, HELD ON 01ST DAY OF JULY, 2024 AT 2:00 P.M AT CB-207, NEWTOWN, ACTION AREA I, KOLKATA 700156 WEST BENGAL AND CONCLUDED AT 2:30PM

AUTHORISED TO EXECUTE AND REGISTER A JOINT VENTURE DEVELOPMENT AGREEMENT AND A DEVELOPMENT LINK GENERAL POWER OF ATTORNEY

After discussion on the subject matter, the following resolution was passed unanimously:

"RESOLUTION THAT unanimous consent of the Board of Directors of the Company is hereby accorded to:

- 1) That the Board of Directors have decided that the Company would develop ALL THAT piece and parcel of "BASTU"(Homestead)" land totally measuring about 11 Cottah 17 Chitak 20 Square Feet lying and situated in Mouza - Mahisbathan comprised in (a) land measuring about 08 Cottah 08 Chittak equivalent to 14 Decimal in R.S/L.R Dag No.216, L.R.Khatian No. 2086 & 2087 AND (b) land measuring about 03 Cottah 09 Chitak 20 Square Feet equivalent to 06 Decimal (as per deed) in R.S/L.R Dag No.215, under L.R Khatian No.1559, Revenue Survey No.203 & 204, Touzi No.145, J.L.No.18, along with undivided share along with all easement rights including right to use all Common Passage in the said Plotting Project along with about 400 Square feet & 200 Square Feet Tin Shed within the jurisdiction of Police Station- Electronic Complex (erstwhile Police Station- East Bidhan Nagar) and Bidhan Nagar Municipal Corporation (BMC) Ward No.28 in the district of North 24 Parganas Kolkata 700102 on joint venture basis with the different land owners of the above mentioned land.
- 2) For the purpose of such development the company would execute and register a Joint Venture Development Agreement with the different land owners of the above mentioned land.
- 3) All the Directors of the Company shall sign, seal, execute and deliver and register all necessary deeds and documents, paper etc. and to do all such acts, deeds and things as may deemed necessary, expedient and desirable to execute and register a Joint Venture Development Agreement with the different land owners of the above mentioned land.
- 4) For the purpose of and to give effect of such development the different land owners of all above mentioned land would execute a development link General Power Of Attorney in favour of the nominee(s) of the company. In Connection of this matter Mr.Kajal Kumar Mallick (DIN -09104276) Mr.Swapan Kumar Das (DIN -02081089), Mr.Kamalesh Banik (DIN -00626518) and Mr.Dipayan Halder (DIN-10537101) being directors of the company are

Regd. Office : Ramkrishna Pally, Gouranga Nagar, P.S. - New Town, Kolkata - 700162
Corporate Office : CB-207, Street No. 189, AA-1, New Town, Kolkata - 700156
E-mail id : valuehomesrealtechpvtltd@gmail.com • M : 84430 04444
www.valuehomesrealty.in

value Homes Realtech Pvt. Ltd.

build with trust

hereby jointly and severally selected and authorized as the nominee(s) of the company and are also hereby authorized to sign, Seal, execute and deliver and register all necessary deeds and documents, paper etc. and to do all such acts, deeds and things as may deemed necessary, expedient and desirable to give effect to the said development link General Power of Attorney.

CERTIFIED TRUE COPY

VALUE HOMES REALTECH PVT. LTD.

Kajal Kumar Mallick
Director

Signature of
Kajal Kumar Mallick
(DIRECTOR)
(DIN:09104276)

VALUE HOMES REALTECH PVT. LTD.

Swapan Kumar Das
Director

Signature of
Swapan Kumar Das
(DIRECTOR)
(DIN:02081089)

VALUE HOMES REALTECH PVT. LTD.

Kamalesh Banik
Director

Signature of
Kamalesh Banik
(DIRECTOR)
(DIN:00626518)

VALUE HOMES REALTECH PVT. LTD.

Dipayan Halder
Director

Signature of
Dipayan Halder
(DIRECTOR)
(DIN:10537101)

VALUE HOMES REALTECH PVT. LTD.

Rita Banik
Director
Signature of
Rita Banik
(DIRECTOR)
(DIN:09264305)

Major Information of the Deed

Deed No :	I-1504-01766/2024	Date of Registration	05/07/2024
Query No / Year	1504-2001689516/2024	Office where deed is registered	
Query Date	03/07/2024 11:16:49 AM	A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas	
Applicant Name, Address & Other Details	S MUKHERJEE AC-1, FARSIGHT NEWTOWN, KOL 156, Thana : New Town, District : North 24-Parganas, WEST BENGAL, PIN - 700156, Mobile No. : 8001403173, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 10,00,000/-	Rs. 73,32,726/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 5,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

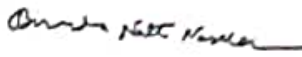
District: North 24-Parganas, P.S:- East Bidhannagar, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION,
Road: Abadpara (Mahishbathan), Mouza: Mahishbathan, JI No: 18, Pin Code : 700102

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-215 (RS :-)	LR-1559	Bastu	Bastu	6 Dec	10,00,000/-	72,72,726/-	Property is on Road Adjacent to Metal Road,
Grand Total :					6Dec	10,00,000 /-	72,72,726 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	0/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		200 sq ft	0 /-	60,000 /-	

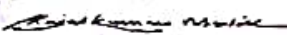
Land Lord Details :

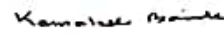
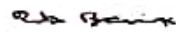
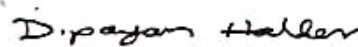
SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr BIRENDRA NATH NASKAR Son of Late Goloke Chandra Naskar Executed by: Self, Date of Execution: 05/07/2024 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office	Photo  05/07/2024	Finger Print  Captured LTI 05/07/2024	Signature  05/07/2024
MB 285, Mahishbathan, City:- Not Specified, P.O:- Krishnapur, P.S:-East Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700102 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India Date of Birth:XX-XX-1XX2 , PAN No.:: ABxxxxxx3G, Aadhaar No: 26xxxxxxxx1344, Status :Individual, Executed by: Self, Date of Execution: 05/07/2024 , Admitted by: Self, Date of Admission: 05/07/2024 ,Place : Office				

Developer Details :

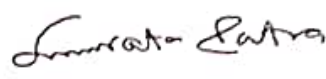
SI No	Name,Address,Photo,Finger print and Signature
1	VALUE HOMES REALTECH PRIVATE LIMITED Ramkrishna Pally, City:- , P.O:- Gauranga Nagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159 Date of Incorporation:XX-XX-2XX1 , PAN No.:: AAxxxxxx6J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr KAJAL KUMAR MALLICK (Presentant) Son of Late Nilkamal Mallick Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office	Photo  Jul 8 2024 3 31PM	Finger Print  Captured LTI 05/07/2024	Signature  05/07/2024
Jyotinagar, City:- Not Specified, P.O:- Gouranga Nagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx3C, Aadhaar No: 34xxxxxxxx0287 Status : Representative, Representative of : VALUE HOMES REALTECH PRIVATE LIMITED (as Director)				

	Name	Photo	Finger Print	Signature
2	Mr SWAPAN KUMAR DAS Son of Mr Amar Chandra Das Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office		 Captured Jul 5 2024 3:32PM LTI 05/07/2024	 05/07/2024
Ramkrishna Pally, City:- Not Specified, P.O:- Gouranga Nagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX5 , PAN No.:: AHxxxxxx4Q, Aadhaar No: 63xxxxxxxx9814 Status : Representative, Representative of : VALUE HOMES REALTECH PRIVATE LIMITED (as Director)				
3	Mr KMALESH BANIK Son of Late Prafulla Banik Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office		 Captured Jul 5 2024 3:36PM LTI 05/07/2024	 05/07/2024
CG - 231, Sector - II, City:- Not Specified, P.O:- Bidhannagar, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: ADxxxxxx3R, Aadhaar No: 77xxxxxxxx6592 Status : Representative, Representative of : VALUE HOMES REALTECH PRIVATE LIMITED (as Director)				
4	Mrs RITA BANIK Wife of Mr Kmalesh Banik Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office		 Captured Jul 5 2024 3:37PM LTI 05/07/2024	 05/07/2024
CG - 231, Sector - II, City:- Not Specified, P.O:- Bidhannagar, P.S:-East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700091, Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, , PAN No.:: AExxxxxx6K, Aadhaar No: 39xxxxxxxx8692 Status : Representative, Representative of : VALUE HOMES REALTECH PRIVATE LIMITED (as Director)				
5	Mr DIPAYAN HALDER Son of Bijon Halder Date of Execution - 05/07/2024, , Admitted by: Self, Date of Admission: 05/07/2024, Place of Admission of Execution: Office		 Captured Jul 5 2024 3:34PM LTI 05/07/2024	 05/07/2024
BB 201, BB Block, Sector 1, Saltlake, City:- Not Specified, P.O:- CC Block, P.S:-Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700054, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: APxxxxxx2P, Aadhaar No: 47xxxxxxxx7655 Status : Representative, Representative of : VALUE HOMES REALTECH PRIVATE LIMITED (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUBRATA PATRA Son of Mr. BIKASH PATRA URURI, City:- Not Specified, P.O:- URURI, P.S.-Bhupatinagar, District:- Purba Midnapore, West Bengal, India, PIN:- 721458			
	05/07/2024	05/07/2024	05/07/2024
Identifier Of Mr KAJAL KUMAR MALLICK , Mr SWAPAN KUMAR DAS , Mr KAMALESH BANIK , Mrs RITA BANIK , Mr DIPAYAN HALDER , Mr BIRENDRA NATH NASKAR			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr BIRENDRA NATH NASKAR	VALUE HOMES REALTECH PRIVATE LIMITED-6 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr BIRENDRA NATH NASKAR	VALUE HOMES REALTECH PRIVATE LIMITED-200.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- East Bidhannagar, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION,
 Road: Abadpara (Mahishbathan), Mouza: Mahishbathan, JI No: 18, Pin Code : 700102

Sch No	Plot & Khatian Number	Details Of Land	Owner name In English as selected by Applicant
L1	LR Plot No:- 215, LR Khatian No:- 1559	Owner: বিরেন্দ্রনাথ নস্কর , Gurdian: রতনাকান্ত . Address: ১৮.বি-২৪৫, সেক্টর-V, ভেল-১০২ . Classification: বস্তু , Area: 0.06000000 Acre,	Mr BIRENDRA NATH NASKAR

Endorsement For Deed Number : I - 150401766 / 2024

On 05-07-2024

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 15:23 hrs on 05-07-2024, at the Office of the A.D.S.R. BIDHAN NAGAR by Mr KAJAL KUMAR MALLICK .

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 73,32,726/-

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

Execution is admitted on 05/07/2024 by Mr BIRENDRA NATH NASKAR , Son of Late Goloke Chandra Naskar , MB 285, Mahishbathan, P.O: Krishnapur, Thana: East Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu, by Profession Others

Identified by Mr SUBRATA PATRA, . , Son of Mr BIKASH PATRA, URURI, P.O: URURI, Thana: Bhupatinagar, , Purba Midnapore, WEST BENGAL, India, PIN - 721458, by caste Hindu, by profession Others

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

Execution is admitted on 05-07-2024 by Mr DIPAYAN HALDER , Director, VALUE HOMES REALTECH PRIVATE LIMITED (Others), Ramkrishna Pally, City:- , P.O:- Gauranga Nagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159

Identified by Mr SUBRATA PATRA, . , Son of Mr BIKASH PATRA, URURI, P.O: URURI, Thana: Bhupatinagar, , Purba Midnapore, WEST BENGAL, India, PIN - 721458, by caste Hindu, by profession Others

Execution is admitted on 05-07-2024 by Mr KAJAL KUMAR MALLICK , Director, VALUE HOMES REALTECH PRIVATE LIMITED (Others), Ramkrishna Pally, City:- , P.O:- Gauranga Nagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159

Identified by Mr SUBRATA PATRA, . , Son of Mr BIKASH PATRA, URURI, P.O: URURI, Thana: Bhupatinagar, , Purba Midnapore, WEST BENGAL, India, PIN - 721458, by caste Hindu, by profession Others

Execution is admitted on 05-07-2024 by Mr SWAPAN KUMAR DAS , Director, VALUE HOMES REALTECH PRIVATE LIMITED (Others), Ramkrishna Pally, City:- , P.O:- Gauranga Nagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159

Identified by Mr SUBRATA PATRA, . , Son of Mr BIKASH PATRA, URURI, P.O: URURI, Thana: Bhupatinagar, , Purba Midnapore, WEST BENGAL, India, PIN - 721458, by caste Hindu, by profession Others

Execution is admitted on 05-07-2024 by Mr KAMALESH BANIK , Director, VALUE HOMES REALTECH PRIVATE LIMITED (Others), Ramkrishna Pally, City:- , P.O:- Gauranga Nagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159

Identified by Mr SUBRATA PATRA, . , Son of Mr BIKASH PATRA, URURI, P.O: URURI, Thana: Bhupatinagar, , Purba Midnapore, WEST BENGAL, India, PIN - 721458, by caste Hindu, by profession Others

Execution is admitted on 05-07-2024 by Mrs RITA BANIK , Director, VALUE HOMES REALTECH PRIVATE LIMITED (Others), Ramkrishna Pally, City:- , P.O:- Gauranga Nagar, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700159

Identified by Mr SUBRATA PATRA, . , Son of Mr BIKASH PATRA, URURI, P.O: URURI, Thana: Bhupatinagar, , Purba Midnapore, WEST BENGAL, India, PIN - 721458, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,021.00/- (B = Rs 5,000.00/- , E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 04/07/2024 8:51PM with Govt. Ref. No: 192024250105483441 on 04-07-2024, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IKOCVAUEH1 on 04-07-2024, Head of Account 0030-03-104-001-16

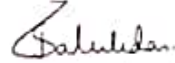
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 10,00/-, by online = Rs 10,011/-.

Description of Stamp

1. Stamp: Type: Impressed, Serial no 78664, Amount: Rs.10.00/-, Date of Purchase: 28/06/2024, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 04/07/2024 8:51PM with Govt. Ref. No: 192024250105483441 on 04-07-2024, Amount Rs: 10,011/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CVAUEH1 on 04-07-2024, Head of Account 0030-02-103-003-02



Sukanya Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2024, Page from 70906 to 70947
being No 150401766 for the year 2024.



Sukanya Talukdar

Digitally signed by SUKANYA TALUKDAR
Date: 2024.07.12 13:26:59 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 12/07/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BIDHAN NAGAR
West Bengal.

