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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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20/11
28/11/24

District Sub-Registrar-II
Alipore, South 24 Parganas

20 NOV 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS AT KOLKATA, ON
THIS 20th DAY OF NOVEMBER, 2024, BETWEEN;



নম্বর 3382 তারিখ ইং 23 OCT 2024
সন ২০
ক্রমে ANIRBAN CHATTERJEE
নাম Advocate
High Court, Calcutta
থানা

ডেপুটি-শ্রী প্রবীর কুমার সাঁতরা
মুদ্রা- মোকাদ্দ-চন্দননগর কোর্ট
P. Sankar



District Sub Registrar - II
Alipore, South 24 Parganas
20 NOV 2024

(1) **MR. ATANU CHATTERJEE**, [PAN: AHOPD6541L] [Aadhaar: 329110603686], son of Mr. Dipankar Deogharia, by faith Hindu, by nationality Indian, by occupation Business, having his permanent residence at Narayani Apartment, 4th Floor, 809, Madurdah, Post Office: EKTP, Police Station: Kasba (Anandapur), South 24 Parganas, Kolkata, PIN: 700107, (2) **MR. SUSANTA SARKAR**, [PAN: ASWPS1348D] [Aadhaar: 620313139644] son of Late Basudeb Sarkar, by faith Hindu, by nationality Indian, by occupation Business, having his permanent residence at 4/4, Kabi Sukanta Lane, Post Office: Santoshpur, Police Station: Survey Park (formerly Purba Jadavpur), South 24 Parganas, PIN: 700075, hereinafter collectively referred to as the **"Land Owners"**, (which term or expression shall exclude by or repugnant to the subject or context be deemed to mean or include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

ARYAN REALTY, [PAN: ABQFA0587K], a partnership firm having its registered office at 880, Survey Park, C/47, Santoshpur, South 24 Parganas, Kolkata, PIN: 700075, Post Office: Santoshpur, Police Station: Survey Park (formerly Purba Jadavpur), represented herein by its Partner **MR. SUSANTA SARKAR**, [PAN: ASWPS1348D] [Aadhaar: 620313139644] son of Late Basudeb Sarkar, by faith Hindu, by nationality Indian, by occupation Business, having his permanent residence at 4/4, Kabi Sukanta Lane, Post Office: Santoshpur, Police Station: Survey Park (formerly Purba Jadavpur), South 24 Parganas, PIN: 700075, hereinafter referred to as the **"Developer"** (which term or expression shall excluded by or repugnant to the subject or context be deemed to mean or include its heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

That the **"Land Owners"** and the **"Developer"** are hereinafter jointly referred to as Parties and individually referred to as Party.

WHEREAS:

A. That the Land Owners are the undivided joint owners in the ratio of 66.67 % (belonging Mr. Atanu Chatterjee) and 33.33% (belonging to Mr. Susanta Sarkar) of **ALL THAT** piece and parcel of presently homestead land measuring an area of 03 (three) Cottahs equivalent to about 04.95 Decimal, further together with the undivided share and interest in Road at the Western side of the Said Plot for the purpose of ingress and egress to the Said Plot and also to construct drain, lay down and bring water pipe line, electric line, telephone line, gas line etc. further together with the right to use the 40 feet wide road on the western side abutting the Said Plot for passing and repassing, being Scheme Plot No.195 (Phase-I), lying and situate in Mouza: Nayabad, J.L. No. 25, R.S. No. 03, Pargana: Khaspur, Touzi No. 56, comprising in R.S. & L.R. Dag No. 83, under R.S. Khatian No. 101, L.R. Khatian No. 2326, under jurisdiction of Sub-Registration Office at Sealdah, within the jurisdiction of The Kolkata Municipal Corporation, under Municipal Ward No.109, municipal Premises No. 2712, Nayabad, having municipal Assessee No. 311090828324, under Police Station: Panchasayar, (previously Kasba) South 24 Parganas, Kolkata, PIN: 700099, hereinafter referred to as "**Said Plot**", morefully and particularly described in **Schedule B**, hereunder and delineated and demarcated in **RED** colour in the map or plan annexed herewith as **Annexure A**. The facts about the Land Owners deriving title to the Said Plot as represented by the Land Owners are as follows:

- a. That by virtue of a Deed of Conveyance dated 14/07/1978, registered before the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Being No. 4092 for the year 1978, Sunil Kumar Mitra and others sold transferred and conveyed **ALL THAT** land measuring about **10.93 Acres** (ten acre and ninety-three decimals), comprised in R.S Dag nos. 83, 85, 87, 88, 89, 91, 131, 132,

135, 136 and 139, under Khatian No. 101, J.L. No. 25, Touzi No. 56, within Mouza: Nayabad, Police Station: Panchasayar (previously Kasba), District South 24 Parganas, free from all encumbrances unto and in favour of 'The Jadavpur Co-Operative Land and Housing Society Limited', a society registered under the West Bengal Co-Operative Society Act, 1940, having registration No. 116/CAL of 1965, and having its registered office at Jadavpur University, Police Station: Jadavpur, Kolkata, South 24 Parganas, PIN: 700032, (hereinafter referred to as "**Said Society**"), against such consideration as mentioned therein.

- b. That vide another deed of conveyance dated 08/02/1979, registered before the office of the District Sub-Registrar Alipore, South 24 Parganas, and recorded in Book No. I, being deed No. 590, for the year 1979, Sunil Kumar Mitra and others sold transferred and conveyed ALL THAT land measuring about **10.93 Acres** (ten acres and ninety-three decimals), comprised in R.S Dag no. 83, 85, 87, 81, 89, 91, 131, 132, 135, 136 and 139, under Khatian No. 101, J.L. No. 25, Touzi No. 56, within Mouza: Nayabad, Police Station: Panchasayar, (formerly Kasba), District South 24 Parganas, free from all encumbrances unto and in favour of Said Society, against such consideration as mentioned therein.
- c. That vide a deed of conveyance dated 03/12/1979, registered before the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, being Deed No. 5334 for the year 1979, Ganesh Chandra Pramanik and others sold transferred and conveyed ALL THAT land measuring about 1 (one) Bigha and 11 (eleven) Cottahs (equivalent to about **0.53 ½ acres**) comprised in Dag no.

139, J.L. No. 25, under Khatian No. 90, R.S. No. 3, Touzi No. 56, within Mouza: Nayabad, Police Station: Panchasayar (previously Kasba), District South 24 Parganas, free from all encumbrances unto and in favour of Said Society, against such consideration as mentioned therein.

d. That vide a deed of conveyance dated 03/12/1979, registered before the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. 1, being Deed No. 5335 for the year 1979, one Kubir Mondal and others sold transferred and conveyed ALL THAT land measuring about 16 (sixteen) Cottahs and 8 (eight) Chittacks (equivalent to about **0.28 ½ acres**) comprising in Dag no. 139, J.L. No. 25, under Khatian No. 90, R.S. No. 3, Touzi No. 56, within Mouza: Nayabad, Police Station: Panchasayar (previously Kasba), District South 24 Parganas, free from all encumbrances unto and in favour of Said Society, against such consideration as mentioned therein.

e. That vide a deed of conveyance dated 03/12/1979, registered before the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. 1, being Deed No. 5336 for the year 1979, Methor Bag and others sold transferred and conveyed ALL THAT land measuring about 3 (tree) Bighas (equivalent to about **0.99 acres**) comprising in Dag no. 196, J.L. No. 25, under Khatian No. 76, R.S. No. 3, Touzi No. 56, within Mouza: Nayabad, Police Station: Panchasayar (previously Kasba), District South 24 Parganas, free from all encumbrances unto and in favour of Said Society, against such consideration as mentioned therein.

- f. That vide another deed of conveyance dated 21/12/1979, registered before the office of the District Sub-Registrar, Alipore South 24 Parganas and recorded in Book No. I, being Deed No. 6957, for the year 1979, Sunil Kumar Mitra and other sold transferred and conveyed ALL THAT land measuring about **10.93 Acres** (ten acres and ninety three) comprised in Dag no. 83 and 135, , under Khatian No. 101, R.S. No. 2, Touzi No: 56, within Mouza: Nayabad, Police Station: Panchasayar (previously Kasba), District South 24 Parganas, free from all encumbrances unto and in favour of Said Society, against such consideration as mentioned therein.
- g. That vide a deed of conveyance dated 29/04/1980, registered before the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, being Deed No. 3223 for the year 1980, Sunil Kumar Mitra and others sold transferred and conveyed ALL THAT land measuring about **10.92 Acres** (ten acres and ninety-two decimals) comprised in Dag nos. 83, 85, 87, 88, 89, 91, 131, 135, 136 and 139, JL. No. 25, under Khatian No. 101, R.S. No. 3, Touzi No: 56, within Mouza: Nayabad, Police Station: Panchasayar (previously Kasba), District South 24 Parganas, free from all encumbrances unto and in favour of Said Society, against such consideration as mentioned therein.
- h. That by virtue of the aforementioned deeds of conveyances the Said Society became sole and absolute owners of **ALL THAT** land measuring about **45.52 Acres** (equivalent to about 137 Bighas, 05 Cottahs, 07 Chittacks and 31 square feet) and sized and possessed the same and otherwise well

sufficiently entitled to the same free from all encumbrances and charges.

- i. That with the object of developing the aforementioned land for residential purposes of the members, the Said Society effected improvements thereon by filling earth and making the same of uniform level, laid out roads, passages and divided the area into several plots of different sizes and measurements for distribution among the members of Said Society. The entire land on which the said plots have been so carved out is fully described in the **Schedule – A** hereunder.
- j. That pursuant to an application for membership of the Said Society made by Mrs. Karuna Bhattacharya for obtaining a plot of land and agreeing to comply with the terms and conditions of the Said Society for the demise thereof the said Mrs. Karuna Bhattacharya was admitted as a member of the Said Society.
- k. That vide a resolution dated 02/05/1987, it was decided by Said Society to allot different plots of land to its members by lottery and such lottery was held on 31/05/1987 whereby Mrs. Karuna Bhattacharya, was allotted a plot of land, being Plot No.195 (Phase-1) measuring about **03 (three) Cottahs**, be the same a little more or less, being the "**Said Plot**" and the said Mrs. Karuna Bhattacharya accepted such lottery.
- l. That subsequently vide a deed of conveyance dated 27/06/1989, registered before the office of the District Sub-Registrar Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 225, Pages from 184 to 187, being deed No. 8855 for the year 1989, the Said Society namely The

Jadavpur Co-Operative Land and Housing Society Limited, sold transferred and conveyed ALL THAT Plot No. 195 (Phase -I) measuring about 03 Cottahs together with all right title and interest over the Said Plot and all easement right over the 40 feet wide road unto and in favour of the said Mrs. Karuna Bhattacharya, against such consideration as morefully mentioned therein.

m. That thereafter the said Mrs. Karuna Bhattacharya, duly mutated her name and recorded the Said Plot in the records of the Kolkata Municipal Corporation under KMC Premises No. 2712, Nayabad, within municipal ward No. 109, having Assessee No. 311090828324, under Police Station: Panchasayar (previously Kasba), South 24 Parganas, Kolkata, PIN: 700099 and the said Mrs. Karuna Bhattacharya had been paying all applicable municipal and statutory taxes regularly.

n. That the said Mrs. Karuna Bhattacharya duly mutated and recorded her name in the records of the B.L & L.R.O, vide reference M/C. No.846/19 (Memo No.18/Mut/5361/BLLRO/ATM/19 dated 22/11/2019 and accordingly the Mutation Certificate has been issued in her favour from the end of B.L & L.R.O for the Said Plot measuring about 03 (three) Cottahs, comprised in R.S Dag no. 83, under R.S. Khatian No. 101, of Mouza: Nayabad, J.L. No. 25.

o. That subsequently L.R operation has been done in Mouza Nayabad and the Said Plot of land was recorded and published in L.R. Record of Right in the name of the said Mrs. Karuna Bhattacharya, therein referred to as Rayat,

under L.R Dag no. 83, under L.R. Khatian no. 2326, within Mouza: Nayabad, J.L No. 25, by area about 04.95 Decimal.

p. That by virtue of the aforesaid the said Mrs. Karuna Bhattacharya became the sole and absolute owner of ALL THAT Said Plot measuring about **03 Cottahs**, being scheme plot No. 195 (Phase I), lying and situate in Mouza Nayabad, J.L No. 25, R.S No. 3, Parganas: Khaspur, Touzi: 56, comprised in R.S & L.R Dag no. 83, under R.S. Khatian no. 101, L.R. Khatian no. 2326, within jurisdiction of Kolkata Municipal Corporation, under municipal Ward No. 109, having municipal premises No. 2712, Nayabad, under municipal Assessee No. 311090828324, under Police Station: Panchasayar (previously Kasba), South 24 Parganas, Kolkata, PIN: 700099.

q. That thereafter vide a deed of conveyance dated 28/06/2024, registered before the office of the District Sub-Registrar IV, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1604-2024, Pages from 219209 to 219238, being Deed No. 160407341, for the year 2024, the said Mrs. Karuna Bhattacharya sold transferred and conveyed **ALL THAT** piece and parcel of presently homestead land measuring an area of **03 (three) Cottahs equivalent to about 04.95 Decimal**, further together with the undivided share and interest in Road at the Western side of the Said Plot for the purpose of ingress and egress to the Said Plot and also to construct drain, lay down and bring water pipe line, electric line, telephone line, gas line etc. further together with the right to use the 40 feet wide road on the western side abutting the Said Plot for passing and repassing, being Scheme Plot No.195 (Phase-I), lying and situate in Mouza:

Nayabad, J.L. No. 25, R.S. No. 03, Pargana: Khaspur, Touzi No. 56, comprising in R.S. & L.R. Dag No. 83, under R.S. Khatian No. 101, L.R. Khatian No. 2326, under jurisdiction of Sub-Registration Office at Sealdah, within the jurisdiction of The Kolkata Municipal Corporation, under Municipal Ward No.109, municipal Premises No. 2712, Nayabad, having municipal Assessee No. 311090828324, under Police Station: Panchasayar (previously Kasba), South 24 Parganas, Kolkata, PIN: 700099, jointly unto and in favour of Mr. Atanu Chatterjee and Mr. Susanta Sarkar in the ratio of 66.67% to Mr. Atanu Chatterjee and 33.33% to Mr. Susanta Sarkar.

- B. That the Land Owners further became members of the Said Society and their names were endorsed in the original shar certificate and subsequently the Said Society issued a No Objection in favour of the Land Owners dated 08/08/2024, for mutation of the Said Plot in the name of the Land Owners in before the Kolkata Municipal Corporation and sanction of building plans by the Kolkata Municipal Corporation as per applicable laws.
- C. That subsequently the Land Owners duly mutated their names in the records of the Kolkata Municipal Corporation under Assessee No. 311090828324.
- D. That the Land Owners were desirous of developing a residential cum commercial project consisting of several residential, commercial Units and car parking spaces.
- E. That the Developer is having experience in the development of real estate projects with sufficient infrastructure and finance and have

undertaken development of several residential and commercial buildings.

F. That the Land Owners herein have approached the Developer for development of their Said Plot by constructing a residential cum commercial building.

G. That the Developer has agreed to undertake development of the Said Plot by constructing multi-storeyed buildings, on the terms and conditions hereinafter appearing.

H. That the Developer has discussed with the Land Owners, the terms and conditions upon which the development of the Said Plot will be undertaken and accordingly the parties herein, have agreed to enter into this Agreement for development and execution of development works in the Said Plot on the terms and conditions set forth hereinafter.

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.

J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, have now agreed to enter into this Agreement on the terms and conditions appearing hereinafter; and

1. DEFINITION:

Agreement: Shall mean and include this Development Agreement and Schedules and Annexures hereto and all

	supplementary agreements executed between the Parties subsequent to this Development Agreement;
Applicable Laws:	shall mean and include all applicable Indian laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives, orders, approvals, binding actions etc. of any Governmental Authority, tribunal, board, court, as updated or revised or amended from time to time;
Architect:	shall mean the Architect(s) who may be retained or appointed by the Developer from time to time for designing and planning of the said Project work as also for supervising the carrying out of the development work and construction of the said Project as per the sanctioned plan as also the Applicable Laws and regulations;
Building Plan:	Shall mean and include all such plans, maps, drawings, prepared or caused to be prepared by the Developer and duly sanctioned by the Competent Authority for development of the said Project, including all amendments and modification thereto as duly sanctioned by the Competent Authority;
Co-Buyers or Co-Occupiers:	shall mean the person who is owning and / or occupying any Unit(s) in the said Project;
Competent Authority:	Shall mean and include central or state government or any department under them any local authority or statutory body or any other authorities having jurisdiction over the Said Plot or the said Project, including Kolkata Municipal Corporation electricity provider, water connection providers, or any other utility providers;

- Commercial Units: Shall mean and include all shops, showrooms, office space, store rooms and other saleable area demarcated for commercial use within the said Project by the Developer and/or the Competent Authority as the case may be;
- Developer: Shall mean "**ARYAN REALTY**" mentioned as Second Part of this Agreement, including its successors or successors in interest and assigns;
- Development Rights: In the context of the Said Plot shall mean the following rights, interests and privileges;
1. To enter into and retain continuous possession of the Said Plot without any interruption or objection from the Land Owners, and to have physical access to the Said Plot at all times without any restrictions;
 2. To commercially exploit the Said Plot by way of development, construction and implementation of the Said Project thereon, and further to deal with the Units in the Said Project terms of this Agreement;
 3. To determine at its sole discretion the scheme of development of the Said Project and the nature, size, and design of the building, apartment and structures and all other constructions to be done thereon as also the mode and manner of execution and implementation thereof;

4. To prepare and make necessary applications to and obtain approval, permissions, sanctions etc., from the relevant Competent Authorities and/or revise, modify or amend applications, approvals, permissions, sanctions as it deems fit and proper;
5. To prepare and/or cause to be prepared all plans, designs, drawings of the Said Project to be constructed on the Said Plot and to make such modifications, revisions, additions, alterations thereto as it may deem fit and proper;
6. To appoint Architect, surveyors, engineers, contractors, consultants, agencies, service providers and other person or persons for implementation of the said Project;
7. To make applications to all the Competent Authorities for obtaining any utility connection including but not limited to water, electricity, telephone, internet and/or including infrastructure for obtaining such connections;
8. To demolish existing structures on the Said Plot, if any, and deal with the debris and appropriate the proceeds in respect thereof;
9. To construct internal roads, walk-ways, drainage facilities, water supply facilities,

sewage disposal facilities, electricity supply lines, etc;

10. To determine the mode, manner, calculation, loading and charging of the super built area of any Saleable Area of the said Project;
11. To carry out promotion, marketing and sales of the Saleable Area under Developers Allocation in terms of this Agreement and to sell, transfer, convey and/or create any other manner of interest over/in respect of such Saleable Area under Developers Allocation, at such terms, consideration and in such manner and in favour of such persons as the Developer may determine at its sole discretion;
12. To sell, convey and otherwise transfer, dispose of, alienate, deal with, assign, lease, grant licenses etc. and/or create third party rights over /in respect of all Saleable Area under Developers Allocation including undivided interest on the Said Plot and / or any part or portion thereof, as permissible under the Applicable Laws in such manner as the Developer may deem fit and proper, without prejudice to the rights of the Owners herein, and to execute all agreements, deeds, documents in respect thereof, receive and appropriate the proceeds and/or any other

consideration and/or all the revenues generated therefrom / in respect thereof;

13. To mortgage, create any charge, lien, in respect of the Said Plot and the entire Saleable Area of the said Project, in terms of this Agreement, to obtain financial assistance from any banks or financial institutions for the purpose of execution and implementation of the said Project, save and except the Developer shall handover Owner's Allocation free from all encumbrances in terms of this Agreement;
14. To own all Unit(s) under Developer's Allocation within the said Project;
15. To secure the occupation certificate, completion certificate, approvals, certificates, consents relating to fire, sewage, airport clearance (if required), environmental clearance and all other certificates/approvals/licenses/ consents required for the execution implementation and completion of the said Project or any part thereof;
16. To manage the Said Plot and bear and pay all construction costs, material costs, labour costs and all ancillary costs for construction of the said Project;

17. To develop the Said Project under the brand name of the Developer and / or its constituents and/or its associates/affiliates, as the Developer may determine and to display and advertise the name, brand name etc;
18. To carry out the upkeep management and maintenance of the Said Project as per the provisions of the Applicable Laws;
19. To do any other acts as may be required to ensure the timely execution and smooth completion of the said Project and those incidental and/or related to any of the rights stated herein;

Engineer: Shall mean the Engineer(s) who may be retained or appointed by the Developer from time to time for designing and planning supervision and execution of the said Project as per the sanctioned plan as also the Applicable Laws and regulations.

Parking Space: Shall mean all four and two-wheeler parking spaces as may be demarcated by the Developer and sanctioned by the Competent Authority.

Purchaser: Shall mean and include any person, entity who has purchased any Unit within the said Project either from the Developer or the Land Owners.

Residential Units Shall mean and include all self-contained residential apartments/units and other saleable areas demarcated for residential use within the Said Project by the Developer and/or the Competent Authority as the case may be.

said Common Areas:	The said Common Areas shall mean include all such areas within the said Project as defined by the Developer or as per provision of applicable laws.
Said Project:	Shall mean and include all that G+3 Building to be constructed on the Said Plot together with all necessary structures, infrastructures, common area, residential Units, Commercial Units, and Parking Spaces constructed in accordance with the sanction plans.
Unit:	Shall mean and include each independent demarcated Saleable Area within the Said Project be it Commercial, Residential and / or Parking Spaces as the case may be.
Saleable Area:	shall mean such constructed area developed under the Said Project be it residential or commercial or parking spaces or of any other nature, which can be sold and transferred to any intending purchaser, and shall include such area which the Developer or Land Owners may keep for their own use;

2. REPRESENTATIONS AND COVENANTS OF THE LAND OWNERS:

- 2.1. The Land Owners are the joint and absolute owners of the Said Plot and they have good marketable title of the said Plot free from all encumbrances.
- 2.2. The Said Plot is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.

- 2.3. The Land Owners have the absolute right and authority to enter into this Agreement with the Developer in respect of the Said Plot.
- 2.4. That the Land Owners are in continuous peaceful possession of the Said Plot and the same and no other person or entity has any right of way or easement over the Said Plot.
- 2.5. That there is no water body or pond in the Said Plot.
- 2.6. That there is no injunction, status quo, impediment, obstruction, restriction or prohibition on the Land Owners entering this Agreement and/or granting of development rights to the Developer over the Said Plot and that there is no notice or legal or quasi legal proceeding affecting or touching the Said Plot.
- 2.7. That there is no notice of acquisition or requisition or alignment under any act or law in force has been received by the Land Owners or pending in respect of the Said Plot or any part thereof.
- 2.8. That the Land Owners does not hold land in excess of the prescribed limits under the Urban Land (Ceiling and Regulation) Act, 1976.
- 2.9. That there is no proceeding pending against the Land Owners in relation to income tax or involving any statutory dues or public demand.
- 2.10. That the Land Owners have not entered into any agreement, memorandum, understanding, contract or any other

arrangement with any person or entity for sale, lease or transfer in any other way or for grant of development rights over the Said Plot or have executed any power of attorney in favour of any person or entity in relation to the Said Plot, whether registered or not, or have received or accepted any advance from any person or entity in relation to any of the above prior to execution of this Agreement.

2.11. That the Land Owners have not at any time done or executed or knowingly suffered or been party or privy to any act, deed, matter or thing, including grant of right of easement, whereby the Said Plot or any part thereof can or may be impeached, encumbered or affected in title or would in any way impair, hinder and/or restrict the development transfer and other activities agreed under this Agreement.

2.12. That the Land Owners or its predecessors in title have not mortgaged or charged or provided security interest in respect the Said Plot or any part thereof and there is no notice or proceeding for realization or recovery of the dues of the bank or any financial institution nor is there any proceeding under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 or Companies Act or Insolvency Code or before the Debts Recovery Tribunal or before any Court or Tribunal.

3. REPRESENTATIONS AND COVENANTS OF THE DEVELOPER:

3.1. The Developer is competent and have adequate experience and resources for execution and development of the Said Project contemplated herein.

- 3.2. The Developer hereby agrees and covenants with the Land Owners not to do any act deed or things whereby the Land Owners are prevented from enjoying the Owners' Allocation in the Said Project.
- 3.3. The Developer hereby undertakes not to violate any terms of this Agreement and/or any rule, regulation, laws, by-laws, directions issued by the Competent Authority applicable in the development and construction of the Said Project to be constructed in the Said Plot.
- 3.4. The Developer hereby undertakes to take all necessary steps for protection of the Said Plot and shall not allow any person to encroach upon the Said Plot or any part thereof and not sell the Said Plot or any part thereof.
- 3.5. The Developer hereby undertakes to demolish, remove debris of any existing structure in the Said Plot and construct, re-construct, or caused to be constructed or re-constructed the Said Project at its own costs and expenses.
- 3.6. The Developer shall obtain completion certificate/occupancy certificate or partial completion or occupancy certificate as the case may be, from the Competent Authority.

4. GRANT OF DEVELOPMENT RIGHTS:

- 4.1. For the consideration specified in **Clause 5** hereinbelow, the Land Owners hereby grants in favour of the Developer exclusive **Development Rights** in respect of the Said Plot, together with all benefits, privileges, interests, easements and rights appurtenant thereto and those ancillary and incidental to the **Development Rights**, free of any encumbrance, to

enable the Developer to undertake development of the Said Project, and to commercially exploit the Said Plot by constructing, re-constructing, demolishing and developing new structures, multi-storeyed buildings, basements, parking spaces and other constructed spaces and infrastructures, be it residential or commercial in nature thereon in accordance with the Building Plan or plans duly sanctioned by the Competent Authority with or without any amendment and/or modification made thereto, either directly or through its nominee and to deal with the constructed area and/or Saleable Area and / or Unit(s) within Developers Allocation in the Said Project as it may deem fit and proper at its absolute discretion, subject to delivering possession of Unit under Owners' Allocation and paying the monies payable to the Land Owners under the Owners' Allocation in terms of this Agreement.

- 4.2. That the Land Owners further grants such powers as mentioned in **Schedule C** hereunder to the Developer and/or its authorized person appointing them as their true and lawful attorney to do all such acts, deeds and things as specifically mentioned therein and as may be necessary to effectively carry out, implementing and completing construction of the Said Project, and further for execution and registration of any agreement or deed of sale and/or transfer by any other way of any Unit or Saleable Areas in terms of this Agreement on behalf of the Land Owners as their lawful attorney and the Land Owners hereby ratifies and confirms and agree to ratify and confirm all and whatsoever the Developer shall lawfully do or cause to be done in or about the Said Plot from the date hereof, in exercise of the powers granted herein. The Land Owners further undertakes to grant such further power(s) as

may be reasonably required by the Developer for purpose of development of the Said Project in the Said Plot.

5. OWNERS' ALLOCATION:

5.1. In consideration of grant of Development Rights over the Said Plot by the Land Owners to the Developer for construction and development of the Said Project at the Developer's own costs and expenses and transfer by way of sale or otherwise of Unit(s) under Developers Allocation within the Said Project by the Developer in terms of this Agreement, the Land Owners shall be entitled to the followings;

5.1.1. **One residential (2 BHK) Unit/Flat/Apartment** situate on the Third Floor (South/East/North side) of the building to be constructed on the Said Plot. It is pertinent to mention here that the Land Owners shall have undivided joint ownership in the ratio of 66.67% (belonging Mr. Atanu Chatterjee) and 33.33% (belonging to Mr. Susanta Sarkar) of the Flat.

5.1.2. A sum of **Rs. 90,00,000/-** out of which the Land Owner No. 1 namely Mr. Atanu Chatterjee shall receive a sum of **Rs. 60,00,300/-** and Land Owner No. 2 namely Mr. Susanta Sarkar shall receive **Rs. 29,99,700/-**.

5.2. That the Land Owners allocation as specifically mentioned in **Clause 5.1** hereinafter collectively referred to as "**Owners' Allocation**".

5.3. That the Developer shall handover vacant peaceful possession of the Owners' Allocation Unit, duly completed in all respect within two (2) years from the date of sanction of building plan and shall also simultaneously make payment of all monies payable to the Land Owners respectively on account of Owners' Allocation.

5.4. That the day when physical possession of the Owners' Allocation Unit is handed over to the Land Owners shall hereinafter referred to as "**Possession Date**".

That the Parties herein further agree and accept that in case the Developer is able to obtain necessary permission from the competent authority for construction of an additional floor over and above the proposed G+3 building to be constructed in the Said Plot, then the Owners' Allocation amount of **Rs. 90,00,000/-** as mentioned in Clause 5.1.2 hereinabove shall stand revised to **Rs. 1,05,00,000/-** out of which Land Owner No. 1 namely Mr. Atanu Chatterjee shall receive a sum of **Rs. 70,00,350/-** and Land Owner No. 2 namely Mr. Susanta Sarkar shall receive **Rs. 34,99,650/-**, however for the sake of clarity it is specifically mentioned here that the Land Owners shall not have any additional claim and / or right over the additional constructed spaces within the Said Plot in any manner whatsoever.

6. SALE AND/OR TRANSFER OF UNIT WITHIN OWNERS' ALLOCATION:

6.1. That as the Land Owners shall be free to deal with the Owners' Allocation Unit as they deem fit and proper, that in case the Land Owners are desirous of transferring the Owners' Allocation Unit to any third party by way of sale or otherwise, then the Developer shall provide all necessary assistance to the Land Owners as may reasonably require and further shall sign and execute such deed and agreements as may be necessary to complete such transfer, at the costs and expenses of the Land Owners and the Land Owners shall be the sole beneficiary of all sale proceeds generated by way of sale of the Owners' Allocation Unit.

7. OBLIGATIONS OF THE LAND OWNERS' ON AND FROM POSSESSION DATE:

With respect to the said Owners' Allocation Unit, on and from the Possession Date, the Land Owners' shall severally and jointly be liable for;

- 7.1. Payment of all municipal or other taxes and charges payable to any Competent Authority(s);
- 7.2. Co-operate with the other Co-Buyers and / or Co-Occupiers of the Said Project, Developer as the case may be, in the upkeep management and maintenance of the Said Project;
- 7.3. Shall abide by and observe at all times rules and regulations framed by the Developer and/or the body of owners as the case may be for peaceful use and enjoyment and upkeep maintenance and management of the Said Project, Common Areas, infrastructure and equipment(s);

8. DEVELOPERS ALLOCATION:

- 8.1. That save and except what has been specifically allotted in favour of the Land Owners' by the Developer in terms of this Agreement, all other remaining residential Units, Commercial Units and Parking Spaces and/or any other Saleable Area including but not limited to the ultimate roof and basements constructed within the Said Project, as permissible under the laws in force and which are not within Common Areas of the Said Project, together with proportionate, undivided and impartible share or interest in the Said Plot and Common Areas and infrastructure, shall be "**Developer's Allocation**".

8.2. That none of the Land Owners' shall have any right or claim over any part or portion of the Developer's Allocation including those reserved by the Developer for their own use and/or for any other purpose.

8.3. The Developer shall be sole, exclusive and absolute right to receive all and any proceeds generated from the sale, lease, rent or transfer of any right by any other way of the Developer's Allocation in favour of any person or entity.

9. POSSESSION, COMMENCEMENT AND COMPLETION:

9.1. This Agreement shall be deemed to have been commenced on and with effect from the date of signing and registration of this Development Agreement.

9.2. That on or before signing of this Agreement the Land Owners' have handed over vacant peaceful possession of the Said Plot and the Developer hereby acknowledges the same.

9.3. The Developer shall hold possession of the Said Plot without any interruptions from the Land Owners during the subsistence of this Agreement, until all development work of the Said Project is completed and Developer has sold, transferred and conveyed all that Developer's Allocation to the intending purchaser.

9.4. The Developer shall complete development of the said Project within 24 (twenty-four) months from the date of signing of this Agreement and apply for issuance of completion/occupation certificate before the Competent Authority.

10. IMPLEMENTATION OF THE PROJECT:

- 10.1. The Parties agree and acknowledge that, without prejudice to what is stated in this Agreement, the Developer shall have full authority and right to develop the Said Project either by itself or through any third party nominated by it or jointly with any other agency, contractor or entity as it may deem fit and proper.
- 10.2. The Developer shall have sole and absolute authority to appoint Architects, Engineers, Consultants, Contractor, Suppliers and labours, workmen and other professionals at its own cost for preparing engineering and architectural and other design and drawings as may be required for the Said Project and for construction and finishing of the same, the Land Owners shall not have any right or authority to raise any objection in this matter.
- 10.3. The Developer shall, at its own costs and expenses, construct, erect and complete the building and all other constructed spaces in accordance with the sanctioned Building Plans, with modifications thereto from time to time as may be sanctioned by the Competent Authority as per applicable laws in force.
- 10.4. The Developer shall have right to apply and obtain all such utility connections be it temporary or permanent in nature from the Competent Authority including but not limited to water, electricity, telephone, internet, drainage and sewerage connection etc at its own costs and expense, the Developer shall also be entitled to use such utility which is already available at the Said Plot for development and construction of the Said Project, however in that case the Developer shall bear all cost and expenses and recurring charges as may be payable to the Competent Authority.

- 10.5. That the Developer shall have right to construct temporary structures in the Said Plot for labour hutment, project and marketing office and other structures as may be required by the Developer.

11. OBLIGATIONS OF THE LAND OWNERS:

- 11.1. During the subsistence of this Agreement, the Land Owners shall not enter into any agreement, deed or any other document or any other arrangement for sale or transfer of any right, title or interest of the Said Plot in favour of any person or entity.
- 11.2. The Land Owners hereby grants such powers as morefully mentioned in **Schedule C** herein under appointing the Developer and/or its authorized person as their true and lawful attorney to do all such acts, deeds and things on their behalf as may be necessary to effectively carry out, implementing and completing construction of the said Project, and further for execution and registration of any agreement or deed of sale and/or transfer by any other way of any Unit or Saleable Areas in terms of this Agreement on behalf of the Land Owners as their lawful attorney.
- 11.3. That the Land Owners shall extend all the assistance to the Developer as may be required for development of the Said Project in the Said Plot, including but not limited to signing and executing all maps, plans, applications, representation, declarations, affidavits, preparing and/ or causing to be prepared all plans and making such modifications, revisions, additions, alterations thereto as may be deemed fit and proper by the Developer at the Developer costs and expenses.

- 11.4. The Land Owners shall provide all assistance as may be required by the Developer for defending or initiating any suit, complaint, litigations, proceedings, whether administrative, civil or criminal in nature in relation to the Said Plot or Said Project as the case may be, the Land Owners further undertake to become a party to any such suit, complaint, litigation or proceeding if so required for defending the Developer's interests.
- 11.5. The Land Owners agree and covenant with the Developer not to cause any obstruction, interference or hindrance in the Developer carrying out the work of development herein envisaged and not to do any act deed matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from carrying out the development herein envisaged or transferring the Developer's Allocation together all rights title and interests as per the terms of this Agreement to the intending purchasers, the Land Owners further undertakes to indemnify the Developer for all losses damages costs claims demands consequences suffered or incurred as a result of any obstruction, interference or hindrance done by the Land Owners.

12. OBLIGATIONS OF THE DEVELOPER:

- 12.1. The Developer acknowledges and recognizes that time is the essence of this Agreement and undertakes to complete construction of the Said Project within the time frame agreed upon as per the terms of this Agreement.
- 12.2. The Developer shall comply with all requirements, requisitions, rules, by-laws and direction of the Competent

Authorities and law in force having jurisdiction over the Said Plot.

- 12.3. The Developer shall obtain all necessary sanction, approvals, permission and no-objections from the Competent Authorities, as may be required for demolition, construction and development of the Said Project and keep the same valid during the subsistence of this Agreement, at its own costs and expenses.
- 12.4. The Developer shall take adequate precautions for reducing annoyance, inconvenience, injury, loss, damages, and interferences to the neighbouring properties or to the public at large.
- 12.5. The Developer shall make proper arrangement for the security of the Said Plot and shall ensure that no encroachment takes place in the Said Plot during the subsistence of this Agreement.
- 12.6. The Developer shall be solely responsible for safety and security of the workmen, labours, engineers and other persons employed or engaged by the Developer for development, construction, demolition, sales, marketing etc of the Said Project.
- 12.7. The Developer shall make arrangements for all utility connection in the Said Plot in terms of this Agreement as may be required for development of the Said Project.

12.8. The Developer shall ensure that upon completion of the Said Project, all surplus materials, rubbish, and waste are cleared of and removed.

12.9. The Developer shall complete the Owners' Allocation within such time as prescribed in this Agreement at its own costs and expenses.

13. RIGHTS OF THE OWNER:

13.1. The Land Owners shall have the right to receive vacant peaceful possession of said Owners' Allocation Unit and monies being part of the Owners' Allocation as per the terms of this Agreement.

13.2. That Land Owner shall have the right to receive all monies receivable in terms of this Agreement as per Owners' Allocation.

14. RIGHTS OF THE DEVELOPER:

14.1. The Developer shall have right to extend the land area of the proposed project to be developed in the Said Plot by amalgamation of the Said Plot with other landed properties adjoining to the Said Plot, as the Developer may deem fit and proper and the Land Owners will not raise any objection thereto, further the Owners' Allocation in the Said Project shall remain unchanged.

14.2. It is particularly admitted by the Land Owners herein that the Developer shall have absolute authority to exploit the maximum development potential of the Said Plot as permissible under the applicable laws by the Competent Authorities.

15. MARKETING AND PROMOTION OF THE SAID PROJECT:

15.1. That the Developer shall have exclusive right to promote and market the Said Project under the such project name as mentioned in this Agreement and under its own brand, in through all mediums including but not limited to newspapers, magazines, printed, telephone, billboards radio, television etc at its own costs and expenses.

15.2. That the Developer shall have the right to fix signage at the Said Plot and the Said Project for promotion and sales of Units / Saleable Area of the Said Project.

16. TRANSFER OF UNITS:

16.1. The Land Owners and the Developer shall jointly transfer all Units along with all other rights, benefits and interests in the Said Project including proportionate share in the Said Plot to the intending purchasers be it out of Owners' Allocation or Developer's Allocation, by executing and registering such appropriate agreement for sale, lease, rent or deed of sale, lease or any other deed of document as the case may be.

16.2. That for avoidance of any doubt it is specifically clarified herein that the Developer and the Land Owners shall be respectively entitle to receive all proceeds generated from sale or transfer of any Unit within the Said Project as per the terms of this Agreement.

16.3. The Land Owners and the Developer, shall be party to all agreement/deed of sale/transfer of Units or other Saleable Spaces within the Said Project either directly or through their respective duly appointed attorneys, representatives.

17. MORTGAGE AND PROJECT FINANCE:

- 17.1. The Developer shall be entitled to arrange project financing for development of the Said Project from any bank or any other financial institution of its choice by way of creating security and charge over the Said Plot and the entire saleable area to be constructed thereon.
- 17.2. For the aforesaid purpose, the Land Owners will join as mortgager / consenting / confirming / necessary party including delivery of actual physical possession of the title deeds of the Said Plot, if so required by such bank or financial institution to create a mortgage / charge / security over the Said Plot and all that Saleable Area within the Said Project (including of Owners' Allocation) in favour of such financier for availing project finance.
- 17.3. Be it specifically mentioned herein that, the Developer shall have sole and absolute liability for re-payment of the loan / project finance (including all interests, penalty and other charges), so availed by it at its sole costs and expenses.
- 17.4. The Developer further undertakes to clear all charge/lien/mortgage over the said Owners' Allocation Unit before offering possession of the same to the Land Owners in terms of this Agreement.
- 17.5. It is further agreed between the Parties that as a matter of necessity, the intending purchasers of Units within the Said Project shall also be entitled to mortgage and/or create charge over or in respect of their respective Unit while obtaining loans for purchasing the same in the Said Project and the Developer

and / or Land Owners shall provide them necessary assistance in this regard.

18. MANAGEMENT AND MAINTENANCE OF THE SAID PROJECT:

- 18.1. It is agreed between the Parties that the Developer and/or the body of owners shall manage, maintain and administer the said Common Areas and equipment, either directly or through any agency as they deem fit and proper.
- 18.2. That the owners and / or occupiers of all Units within the Said Project shall be liable to pay proportionate common expenses at such rate as may be determined by the Developer and/or the body of owners.
- 18.3. That the Developer and/or the body of owners shall prepare detailed rules, regulations and restriction for use of the said Common Areas and equipment and all owners and occupiers including the Land Owners shall have to abide by the same.

19. INDEMNITY OF DEVELOPER:

- 19.1. The Developer hereby undertakes to keep the Land Owners indemnified against all third-party claims and actions arising out of any sort of act or omission of the Developer in or relating to or arising out of the construction or development or marketing of the Said Project.
- 19.2. The Developer hereby further undertakes to keep the Land Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's Allocation or in relation thereto.

20. INDEMNITY OF LAND OWNERS:

20.1. The Land Owners hereby undertakes to keep the Developer safe and indemnified against all third-party claims and actions arising out of any sort of act or omission of the Land Owners in or relating to or arising out of the subject matter of this Agreement.

20.2. The Land Owners hereby further undertakes to keep the Developer safe and indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Owners' Allocation or in relation thereto.

21. NOTICE:

21.1. All notices, correspondences and other communication in connection with this Agreement shall be in writing and in English language and either delivered by hand or sent by registered/speed post or courier or by email at the address mentioned herein below or such other address as may be notified by any Party from time to time.

21.2. That any notice or other communication issued or made pursuant to this Agreement shall be deemed to have been received by the other Party (i) in the case of personal delivery, on the date of delivery, (ii) in the case of registered/speed post or courier delivery, on the date deliver as per proof of delivery (iii) in the case of email four days after the date of despatch.

21.3. Address of Communication:

21.3.1. For the Developer:

To: MR. ATANU CHATTERJEE

Postal Address: 880, Survey Park, C/47, Santoshpur,
South 24 Parganas, Kolkata, PIN: 700075, Post Office:
Santoshpur, Police Station: Survey Park

21.3.2. For the Land Owners:

To: MR. SUSANTA SARKAR

Postal Address: 4/4, Kabi Sukanta Lane, Post Office:
Santoshpur, Police Station: Survey Park (formerly
Purba Jadavpur), South 24 Parganas, PIN: 700075

22. FORCE MAJEURE:

22.1. That "**Force Majeure event**" shall mean and include any event or events beyond the control of either Party making it impossible or illegal for a Party to perform, including but not limited to, (a) an act of god, (b) act of war, hostilities, invasion, act of foreign enemies, mobilization, requisition or embargo or restrictions imposed by the authorities or any court of law or tribunals, (c) rebellion, revolution, (d) contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactivity, toxic explosive or other hazardous properties, (e) natural calamity, riots, civic commotion or disorder, (f) epidemics, (g) acts of government, explosions, fire etc.

22.2. Upon happening of a Force Majeure Event, the obligation of the Parties under this Agreement shall be extended by a period equal to that during which such a Force Majeure Event was effective, plus such additional period, if any, as may be mutually agreed between the Parties.

23. OBSERVATION OF APPLICABLE LAWS/TAX LIABILITY:

23.1. The Developer and the Land Owners hereby agrees and covenants with each other that each Party shall be solely responsible for compliance and observation of all laws, by-laws, rules, regulations, stipulations, order, directions in force or any may be issued by the competent authorities, as applicable to each Party respectively.

23.2. That each Party shall be solely responsible and liable for payment of all tax, levies, impositions, charges including but not limited to Goods and Services Tax, Income Tax, Tax Deducted at Source etc as may be applicable to each of them respectively as per the provisions of applicable laws.

24. TERMINATION AND EFFECTS OF TERMINATION:

24.1. The Land Owners acknowledges that Developer will invest a huge amount for development of the Said Project on the Said Plot in terms of this Agreement, therefore in case of termination of this Agreement the Developer will suffer huge and irreparable losses both financially and of reputation and on other accounts, therefore the Land Owners hereby undertakes not to terminate this Agreement for any reason whatsoever under any circumstances at any stage of the development, save and except if the Developer fails to complete the development works of the said Project within Five (05) years from the date of signing of this Agreement.

25. DISPUTE RESOLUTION:

25.1. In case of there being any dispute or difference or misunderstanding by and between the Parties hereto concerning or relating to or arising out of this Agreement and/or interpretation of this Agreement or any of the clauses herein recorded and/or the completion of the transaction as

per this Agreement, then such dispute shall be settled through Arbitration. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.

26. GOVERNING LAW AND JURISDICTION:

26.1. This Agreement shall be governed by and construed in accordance with the laws of India, and the courts at West Bengal shall have exclusive jurisdiction for all matters pertaining to this Agreement.

27. SEVERABILITY:

27.1. If any provisions of this Agreement is found to be or declared invalid by a competent court of law/administration and/or becomes invalid, unlawful and/or unenforceable and/or bad in law, then the validity, legality and/or enforceability of the remaining provisions of the Agreement shall not in any way be affected or impaired and the Parties shall negotiate in good faith to replace such invalid provision with a valid provision, keeping the original intention of the Parties same to such extent as possible.

28. ENTIRE AGREEMENT:

28.1. This Agreement sets forth the entire agreement and understanding amongst the Parties in connection with the subject matter hereof and all documents executed in pursuance hereto and/or simultaneously hereto, whether registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement.

29. FURTHER ASSURANCE:

29.1. Each Party shall cooperate with the other Parties and execute and deliver to the other Parties such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

30. COUNTERPARTS:

30.1. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which will constitute one and the same instrument.

31. GENERAL:

31.1. **Entire Agreement:** This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.

31.2. **Amendments:** That no amendments, variation of terms, waivers or modification of any terms or obligations of this Agreement shall not be binding to any Party unless the same is recorded in writing by and by way of execution and registering a supplementary agreement.

31.3. **No Partnership:** The Land Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons nor shall the Land Owner be deemed to be a co-developer of the Said Plot.

- 31.4. **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 31.5. **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 31.6. **Name of said Project:** The name of the said Project shall be decided by the Developer the same shall be branded and marketed, the Land Owners hereby undertakes not raise any objection regarding the same.
- 31.7. **Acquisition:** In case the Said Plot and/or any portion thereof is acquired by the Government or any other Body or Authority, then in that event the Parties shall contest and challenge such acquisition. If however, acquisition becomes inevitable, then the Land Owners shall be entitled to 30 % of the net compensation and the Developer shall be entitled to receive 70 % of the net compensation.
- 31.8. **Stamp Duty and Registration Costs:** The Developer will bear and pay all costs and expenses of stamp duty and registration fees for the registration of this Agreement. Applicable stamp duty, registration fees and fees of advocate/solicitors for registration of any deed/agreement pertaining to any Unit under said Owners' Allocation Unit shall be paid by the Land Owners.

SCHEDULE A

(Entire Land)

ALL THAT the piece and parcel of land measuring more or less 45.52 Acres (forty-five acres and fifty-two decimal) equivalent to about approximately 137 (one hundred and thirty seven) Bighas, 05 (five) Cottahs and 07 (seven) Chittacks and 31 (thirty-one) Square feet, comprised in R.S Dag nos. 3, 83, 85, 87, 88, 89, 91, 131, 132, 135, 136, and 139, J.L No. 25, Touzi No. 56, under Khatian Nos. 76, 90 and 101, within Mouza: Nayabad, under Police Station: Panchasayar (previously Kasba), under Kolkata Municipal Corporation Ward No 109, in the District of South 24-Parganas.

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SCHEDULE B

(Said Plot)

ALL THAT piece and parcel of presently homestead land measuring an area of 03 (three) Cottahs equivalent to about 04.95 Decimal, further together with the undivided share and interest in Road at the Western side of the Said Plot for the purpose of ingress and egress to the Said Plot and also to construct drain, lay down and bring water pipe line, electric line, telephone line, gas line etc. further together with the right to use the 40 feet wide road on the western side abutting the Said Plot for passing and repassing, being Scheme Plot No.195 (Phase-I), lying and situate in Mouza: Nayabad, J.L. No. 25, R.S. No. 03, Pargana: Khaspur, Touzi No. 56, comprising in R.S. & L.R. Dag No. 83, under R.S. Khatian No. 101, L.R. Khatian No. 2326, being part of the Schedule A mentioned land, under jurisdiction of Sub-Registration Office at Sealdah, within the jurisdiction of The Kolkata Municipal Corporation, under Municipal Ward No. 109, municipal Premises No. 2712, Nayabad, having municipal Assessee No. 311090828324, Road: Nayabad, under Police Station: Panchasayar, (previously Purba Jadvpur) South 24 Parganas, Kolkata, PIN: 700099, delineated and demarcated in the map or plan annexed herewith as **Annexure - A**. Butted and bounded by;

On the North by: Scheme plot No. 194;

On the South by: Scheme plot No. 199;

On the East by: Land comprised in R.S & L.R Dag no. 191;

On the West by: 40 Feet wide KMC Road;

(Remainder of the page left blank intentionally)

SCHEDULE C

POWERS

That in terms of this Agreement and further to grant of Development Right to the Developer in respect to the Said Plot, the Land Owners hereby jointly appoint the Developer as their true and lawful Attorney and grant the Developer the following powers to do such acts and things for and on behalf of the Land Owners as mentioned hereinbelow, for and on behalf of the Land Owner as their true and lawful Attorney;

1. **Managing:** To manage, maintain, look after, supervise and administer and defend the Said Plot and / or Said Project and every part thereof.
2. **Conversion:** To apply for and cause to be converted the character of the Said Plot as may be required by the in the records of all concerned authorities, including the B.L & LR.O and the Kolkata Municipal Corporation, if so required.
3. **Mutation and Amalgamation:**
 - a. To make necessary applications and cause mutation cum amalgamation of the Said Plot with any adjacent land before the Kolkata Municipal Corporation or the B.L. and L.R.O as the case may be.
 - b. To sign and submit all papers applications instruments writings and documents for having and to have any Unit constructed at the Said Plot separately assessed and mutated in the names of the respective purchasers.
4. **Land Celling:** To apply for and obtain "No Objection Certificate" for sanctioning of plan from the Competent Authority under the Urban Land (Celling & Regulation) Act, 1976.

5. **Sanction of Building Plans and Other Statutory Compliances:**

- a. To cause sanction of any new Building Plans by appointing a competent architect and structural engineer and then, if required, to have the same revalidated and/or modified and/or extended and/or altered and/or revised by Competent Authority, if so required, to obtain drainage connection, water connection, occupancy certificate and other certificates from Kolkata Municipal Corporation and the other Competent Authority.
- b. To pay all fees and expenses and obtain sanction revalidation renewal and such other order or orders or permissions from the necessary authorities and to gift any part or portion of the Said Plot to the authorities concerned, if the situation so demands, and do all other necessary acts deeds and things as be expedient for sanctioning or new plan or for revalidation renewal modification and/or alteration of the sanctioned plans.

6. **Dealing with Authorities:** To deal with all authorities including but not limited to the Kolkata Municipal Corporation and any other authority under Government of West Bengal or Government of India, or any other statutory authority, for sanction, modification, alteration, extension, revision and/or re-validation, no-objection of the Building Plans, drainage connection, water connection, electricity connection, internet connection, occupancy certificate and other certificates, approval, no-objections as may be required for development of the Said Plot, and in this regard to prepare, sign and submit plans, papers, documents, statements, undertakings, declarations, applications, indemnities and other ancillary papers, as be required.

7. **Connection of Utilities:** To apply for and obtain water connection, drainage connection, sewage connection, electricity connection and any other utilities for the Said Plot.

8. **Regulatory Clearances:**

a. To apply for and obtain all requisite statutory clearances/permissions/approvals under various Acts, and to appear before all or any authorities for such clearances and to sign and submit all papers, applications and documents in connection with the same.

b. To prepare, apply for and submit all applications from time to time as may be required with the West Bengal Pollution Control Board and State Environment Impact Assessment Authority, West Bengal and all other concerned authorities, for sanctioning and/ or 'No Objection Certificate' and to have the same sanctioned and if required, to have the same modified and/or altered from time to time, including those already sanctioned and/or in the process of sanction.

c. To apply for and obtain completion certificate or occupancy certificate from the competent authority.

d. To apply for and obtain such permissions as be necessary for obtaining steel, cement, bricks and other building materials and construction equipment for the purpose of construction at the Said Plot.

9. **Compliance:** To do all such things as may be required to be done as per the provisions of the Applicable Laws.

10. **Insurance:** To insure and keep insured the structures and utilities and amenities constructed in the Said Plot or any part thereof against loss or damage by fire earthquake and/or other risks if so deemed necessary and/or desirable by the Developer and to pay all premium for such insurance.
11. **Project Finance:** To arrange for financing of the development of the Said Plot in terms of the Agreement from any Bank/Financial Institution/other entity and obtain loans for the construction and/or development of the project and to deposit the Original Title Documents and other documents of title relating to the Said Plot with the financier as security and to sign and execute necessary documents on behalf of the Land Owners and to create mortgage/charge in favour of the financier for availing such project finance/loans.
12. **Signing and Execution:** To sign, execute, modify, cancel, alter, draw, submit and present for registration and have registered before the concerned authorities all papers, documents, declarations, affidavits, applications, returns and consents for and in connection with sanction, modification, alteration, revision and re-validation of the Building Plans and to have the same registered and obtain all permissions and clearances as may be required for the same.
13. **Appearance:** To appear before Notary Public, Registrars, Magistrates and all other officers and authorities to have notarized, registered and authenticated all papers, declarations, affidavits, confirmations, consents, agreements, deed, documents, indemnities, undertakings etc. as be required to enforce all powers and authorities contained herein only for the above purpose.

14. **Acceptance of Papers:** To accept notices and service of papers from Kolkata Municipal Corporation, West Bengal Fire & Emergency Services, Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976, Police, both Civil Court and Criminal Courts, Land and Land Reforms Department and/or any other statutory authorities and/or other persons.
15. **Appointment:** To appoint architects, structural engineers, civil engineers, overseers, contractors, solicitors, advocates, chartered accountants and/or such other agents as may be required for effectually discharging the powers and authorities granted herein.
16. **Granting Receipts:** To receive and pay and/or deposit of moneys including fees, rent, interest from any person or persons, body or bodies, authority or authorities and receive fund and to receive and grant valid receipts and discharges in respect thereof.
17. **Municipal Tax:** To make payment of up-to-date municipal tax in respect of the Said Plot by way of approaching the concerned authorities and obtaining necessary orders for such payment and to collect receipts thereof.
18. **Preparatory Work:** To cause survey, test soil, do excavation and other preparatory works for construction of the new building on the Said Plot.
19. **Market Value:** To finalise and accept or dispute the market value assessed by the concerned Registrar or the concerned Collector or other concerned authority or authorities and for that to do all acts deeds and things and sign execute deliver and submit all papers documents applications objections notices etc. and also to submit and take delivery of all documents of title, clearances, plans etc. as

may be required and found necessary or expedient by the Developer.

20. **Construction:**
 - a. To construct temporary sheds and storerooms for storage of building materials and running of site office and to construct the new buildings and/or any other structure on the Said Plot, in accordance with the Agreement.
 - b. To construct new building or buildings at the Said Plot and for that to demolish the existing buildings and/or other structures of whatsoever nature thereon or as may be constructed in future.
21. **Contracts for Construction:** In relation to such construction, to sign, execute and register any kind of contracts for construction with any third party under the terms and conditions as be deemed fit by the Attorneys in accordance with the Agreement.
22. **Watch and Ward:** To employ and appoint watchmen, guards, and other security personnel for the Said Plot.
23. **Negotiation and Sale:** To negotiate for sale and sell the Unit(s) out of Developers Allocation, constructed on the Said Plot / Said Project to the intending purchasers, on terms and conditions as be deemed fit by the Attorneys and to prepare, sign, execute and deliver agreements, deeds and other instruments in this regard.
24. **Receive Payments:** To receive all payments with regard to the sale of the Units constructed on the Said Plot out of Developers Allocation, from the intending purchasers and grant acknowledge receipt of the payments in terms of the Agreement.

25. **Permissions and Clearances:**

- a. To apply for and obtain all kind of permissions and clearances required for entering into such agreements, deeds and instruments including but not limited to the clearance under the Income Tax Act, 1961, for transfer of the Units to the intending purchasers.
- b. To apply for and obtain electricity, gas, water, sewerage, drainage, lift license, and/or other connections of any other utility or facility in the Said Plot and for that to sign execute and submit all papers applications documents and plans and to do all other acts, deeds and things as may be deemed fit and proper by the Developer.

26. **Registration and Authentication:**

- a. To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated all agreements, deeds and other instruments as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of all agreements, deeds and other instruments for transferring of the Units under the Developers Allocation, together with proportionate share of the Said Plot (subject to provisions of the applicable laws), on behalf of the Land Owners.
- b. To appear before Notary Public, Registrars, Magistrates and all other officers and authorities and to have notarized, registered and authenticated all cancellation agreements, deeds, declarations and other instruments as aforesaid and in particular to present for registration, admit execution, have registered and obtain original of all cancellation

agreements, deeds, declarations and other instruments for cancellation of any sale agreement or any other agreement relating with the Units under Developers Allocation, together with proportionate share of the Said Plot (subject to provisions of the applicable laws), on behalf of the Land Owners.

27. Legal Action:

- a. To take any legal action or to defend any legal proceeding including arbitration proceeding arising out of any matter in respect of development of the Said Plot and transfer or sale of any Unit under Developers Allocation, constructed therein and to accept any notice and service of papers from any Court, Tribunal Arbitral Tribunal, Postal and/or other authorities and to receive and pay all moneys, including Court Fees etc.
- b. To enforce any covenant in any agreement, sale deed, transfer deed, conveyance, assignment deed or any other deed instrument writing document executed by virtue of the powers hereby conferred and if any right to re-enter arises under such covenants or under notice to determine or quit then to exercise such right, amongst others.
- c. To commence prosecute enforce defend answer and oppose all actions and other legal proceedings and demands touching any of the matters herein contained concerning the Said Plot or any part thereof and if thought fit to compromise settle, refer to arbitration, abandon, submit to judgement or become non suited in any such action or proceedings as aforesaid before any Court, Civil or Criminal or Revenue (including the Collector, Tribunal etc.
- d. To sign declare verify and/or affirm any plaint, written statement, petition, consent petition, affidavit, vakalatnama,

warrant of attorney, memorandum of appeal or any other document or cause paper in any proceeding in any way or connected with the Said Plot.

- e. To accept notices, summons and service or papers from any Court, Tribunal, Postal authorities and/or other authority and/or person.
- f. To retain appoint and employ Advocates, Pleaders, Solicitors and to revoke such appointments.

28. **Payment of Outgoings:** To pay all outgoings, including municipal taxes, etc. in respect of the Said Plot and Units under Developers Allocation constructed thereon and to collect receipts therefore.

29. **AND GENERALLY** to do all acts deeds and things for better exercise of the authorities herein contained relating to the Said Plot or any part thereof or any undivided share therein and/or in the building/s to be constructed at the Said Plot which we ourselves could have lawfully done under our own hand and seal, if personally present.

30. The Principal/Land Owners hereby ratify and confirm and agree to ratify and confirm all lawful actions of the Attorneys in pursuance of the Power granted herein.

(remainder of the page left blank intentionally)

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

**SIGNED SEALED AND
DELIVERED** by the Land Owners
above named in the presence of;

Atanu Chatterjee
Mr. Atanu Chatterjee

Susanta Sarkar
Mr. Susanta Sarkar

**SIGNED SEALED AND
DELIVERED** by the Developer
above named in the presence of;

ARYAN REALTY

Susanta Sarkar
Partner

Mr. Susanta Sarkar
Partner, Aryan Realty

All in presence of:

1. *Balaram Chatterjee*
6, old post, office street
KOL - 1
2. *Kamal Krishna Saha*
Aipore Police Court
KOL - 27

Drafted by me and prepared in my office:

Anirban Chatterjee

(Anirban Chatterjee)
Advocate

Enrolment No: WB/340/2010
Narayantalal East, Baguihati, Kolkata 700159.

SITE PLAN SHOWN THE PLOT OF LAND AT PREMISES NO -2712, NAYABAD, WARD NO-109, BOROUGH - XII, KOLKATA - 700 099. AT SCHEME PLOT NO- 195, CORRESPONDING TO R.S. & L.R. DAG NO-83(PART), R.S. KHATIAN NO-101, L.R. KHATIAN NO-2326 , MOUZA-NAYABAD, J.L. NO- 25, P.S.- PANCHASAYAR.

AREA OF LAND - 03 KA- 00 CH- 00 SFT. (200.669 SQM)



Land of R.S. & L.R. Dag No- 191

12852

Scheme Plot No-195

Land of Scheme Plot No-194

16879

14349

Land of Scheme Plot No-199

13098

12.192 M Wide Blacktop Road

ARYAN REALTY

✓ *Susanta Sankar*
Partner

Atanu Chatterjee

✓ *Susanta Sankar*



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



GRN Details

GRN:	192024250281277368	Payment Mode:	SBI Epay
GRN Date:	19/11/2024 17:10:17	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	3268934812245	BRN Date:	19/11/2024 17:10:53
Gateway Ref ID:	243242360191	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	191120242028127735	Payment Init. Date:	19/11/2024 17:10:17
Payment Status:	Successful	Payment Ref. No:	2002897408/2/2024
			[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr ATANU CHATTERJEE
Address: 809, MADURDAHA KOLKATA-700107
Mobile: 9748003669
Email: atanu22sept@gmail.com
Period From (dd/mm/yyyy): 19/11/2024
Period To (dd/mm/yyyy): 19/11/2024
Payment Ref ID: 2002897408/2/2024
Dept Ref ID/DRN: 2002897408/2/2024

Payment Details

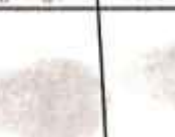
Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002897408/2/2024	Property Registration- Stamp duty	0030-02-103-003-02	9980
2	2002897408/2/2024	Property Registration- Registration Fees	0030-03-104-001-16	28
Total				10008

IN WORDS: TEN THOUSAND EIGHT ONLY.



SPECIMEN FORM FOR TEN FINGERPRINTS

Atena

	<i>Atena Chalega</i>		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Left Hand					
			Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
		Right Hand					

Susanta

	<i>Susanta Samra</i>		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Left Hand					
			Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
		Right Hand					

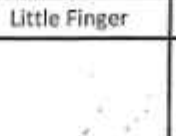
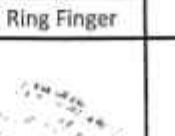
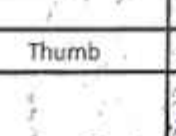
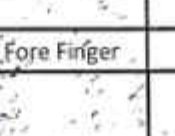
PHOTO			Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
		Left Hand					
			Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
		Right Hand					

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

Major Information of the Deed

Deed No :	I-1602-15367/2024	Date of Registration	20/11/2024
Query No / Year	1602-2002897408/2024	Office where deed is registered	
Query Date	15/11/2024 12:55:02 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	ANIRBAN CHATTERJEE HIGH COURT CALCUTTA, Thana : Hare Street, District : Kolkata, WEST BENGAL. PIN - 700001, Mobile No. : 9836700012, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4001] Power of Attorney, Special Power of Attorney [Rs : 1/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 65,99,998/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,030/- (Article:48(g))	Rs. 60/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No: 2712, , Ward No: 109 Pin Code : 700099

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha		65,99,998/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
Grand Total :				4.95Dec	0 /-	65,99,998 /-	

and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ATANU CHATTERJEE (Presentant) Son of Mr Dipankar Deogharia Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office		 Captured	
		20/11/2024	LTI 20/11/2024	20/11/2024

24 ,Query No:-16022002897408 / 2024 Deed No :I-15367/2024.
nt is digitally signed.

Narayani Apartment, 4th Floor,, Block/Sector: 809, Madurdah, City:- Kolkata, P.O:- EKTP, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700107 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: AHxxxxxx1L, Aadhaar No: 32xxxxxxxx3686, Status :Individual, Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Mr SUSANTA SARKAR Son of Late Basudeb Sarkar Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office		 Captured	
		20/11/2024	LTI 20/11/2024	20/11/2024

4/4, Kabi Sukanta Lane, City:- Kolkata, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: ASxxxxxx8D, Aadhaar No: 62xxxxxxxx9644, Status :Individual, Executed by: Self, Date of Execution: 20/11/2024 , Admitted by: Self, Date of Admission: 20/11/2024 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ARYAN REALTY 880, Survey Park, C/47, Santoshpur, City:- Kolkata, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Date of Incorporation:XX-XX-2XX9 , PAN No.:: ABxxxxxx7K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
Mr SUSANTA SARKAR Son of Late Basudeb Sarkar Date of Execution - 20/11/2024, , Admitted by: Self, Date of Admission: 20/11/2024, Place of Admission of Execution: Office			 Captured	
		Nov 20 2024 1:55PM	LTI 20/11/2024	20/11/2024

4/4, Kabi Sukanta Lane,, City:- Kolkata, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: ASxxxxxx8D, Aadhaar No: 62xxxxxxxx9644
Status : Representative, Representative of : ARYAN REALTY (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Parimal Sarkar Son of Mr. Nirmal Sarkar 6A/119, A BLOCK, MUKUNDAPUR,, City:- Kolkata, P.O:- MUKUNDAPUR, P.S:-Purba Jadabpur, District:-South 24- Parganas, West Bengal, India, PIN:- 700099		 Captured	
	20/11/2024	20/11/2024	20/11/2024
Identifier Of Mr ATANU CHATTERJEE, Mr SUSANTA SARKAR, Mr SUSANTA SARKAR			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ATANU CHATTERJEE	ARYAN REALTY-3.30016 Dec
2	Mr SUSANTA SARKAR	ARYAN REALTY-1.64983 Dec

On 20-11-2024

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

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

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

Presented for registration at 11:40 hrs on 20-11-2024, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Mr ATANU CHATTERJEE, one of the Executants.

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 65,99,998/-

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

Execution is admitted on 20/11/2024 by 1. Mr ATANU CHATTERJEE, Son of Mr Dipankar Deogharia, Narayani Apartment, 4th Floor,, Sector: 809, Madurdah, P.O: EKTP, Thana: Kasba, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by Profession Business, 2. Mr SUSANTA SARKAR, Son of Late Basudeb Sarkar, 4/4, Kabi Sukanta Lane, P.O: Santoshpur, Thana: Purba Jadabpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business

Identified by Mr Parimal Sarkar, , Son of Mr Nirmal Sarkar, 6A/119, A BLOCK, MUKUNDAPUR,, P.O: MUKUNDAPUR, Thana: Purba Jadabpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by profession Service

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

Execution is admitted on 20-11-2024 by Mr SUSANTA SARKAR, PARTNER, ARYAN REALTY, 880, Survey Park, C/47, Santoshpur, City:- Kolkata, P.O:- Santoshpur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075

Identified by Mr Parimal Sarkar, , Son of Mr Nirmal Sarkar, 6A/119, A BLOCK, MUKUNDAPUR,, P.O: MUKUNDAPUR, Thana: Purba Jadabpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 60.00/- (E = Rs 28.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/11/2024 5:10PM with Govt. Ref. No: 192024250281277368 on 19-11-2024, Amount Rs: 28/-, Bank: SBI Pay (SBIPay), Ref. No. 3268934812245 on 19-11-2024, Head of Account 0030-03-104-001-16

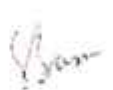
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,030/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 9,980/-

Description of Stamp

Stamp: Type: Impressed, Serial no 477022, Amount: Rs.50.00/-, Date of Purchase: 23/10/2024, Vendor name: BIR KUMAR SANTRA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/11/2024 5:10PM with Govt. Ref. No: 192024250281277368 on 19-11-2024, Amount Rs: 9,980/-, Bank: SBIPay (SBIPay), Ref. No. 3268934812245 on 19-11-2024, Head of Account 0030-02-103-003-02


Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 524879 to 524940
being No 160215367 for the year 2024.



Suman

Digitally signed by Suman Basu
Date: 2024.12.02 13:59:22 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 02/12/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.