



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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12 DEC 2019

DEVELOPMENT AGREEMENT

Date : 12th day of December, 2019
Place : Kolkata

Handwritten: No of 1846997/19

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

RN: 192019200114998671
GRN Date: 11/12/2019 13:37:58
BRN: 16898769

Payment Mode: Online Payment
Bank: United Bank
BRN Date: 11/12/2019 13:34:50

DEPOSITOR'S DETAILS

Name: Kabirul Islam
Contact No.: Mobile No.: +91 9831082169
E-mail:
Address: High Court Calcutta
Applicant Name: Mr Kabirul Islam
Office Name:
Office Address:
Status of Depositor: Advocate
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 4

Id No.: 16060001846937/4/2019
(Query No / Query Year)

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹)
1	16060001846937/4/2019	Property Registration- Stamp duty	0030-02-103-003-02	70021
2	16060001846937/4/2019	Property Registration- Registration Fees	0030-03-104-001-16	35021

In Words: Rupees One Lakh Five Thousand Forty Two only

Total

105042

(N)

PARTIES :

A(i) MR. SATYA NARAYAN JAISWAL, PAN. ACPJ8844E, AADHAAR NO. 361464427246, son of Late Chandra Bali Ram Jaiswal, by occupation Business, **A.(ii) MRS. ASHA DEVI JAISWAL, PAN. ACJPJ8653P, AADHAAR NO. 231242612834,** wife of Mr. Satya Narayan Jaiswal, by occupation Housewife, **B.(i) MR. LAKSHMI NARAYAN JAISWAL, PAN. ACGPJ0505R, AADHAAR NO. 375630799964,** son of Late Chandra Bali Ram Jaiswal, by occupation Business, **B.(ii) MRS. MALA JAISWAL, PAN. BLOPJ0438B, AADHAAR NO. 385229028890,** wife of Mr. Lakshmi Narayan Jaiswal, by occupation Housewife, **C.(i) MR. JAGDISH NARAYAN JAISWAL, PAN. ABMPJ4602N, AADHAAR NO. 548343314614,** son of Late Chandra Bali Ram Jaiswal, by occupation Business, **C.(ii) MRS. RAJNI JAISWAL, PAN. ABUPJ0495K, AADHAAR NO. 665418277439,** wife of Mr. Jagdish Narayan Jaiswal, by occupation Housewife, all are by Nationality Indian, by faith Hindu, all are residing at 252, Acharya Prafulla Chandra Road, P.O. Beadon Street, P.S. Manicktala, Kolkata - 700006 hereinafter jointly called and referred to as the **"OWNERS"** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, executors, administrators, successors, representatives and assigns) **OF THE ONE PART.**

A N D

GLOBAL CONSTRUCTION PAN. AAPFG7911H, a Partnership Firm having its office at 83/A/H/34, Khudiram Bose Sarani, P.O. Belgachia, P.S. Ultadanga, Kolkata- 700037, represented by its partners namely **(1) IMRAN KHAN, PAN. ARSPK6754A, AADHAAR NO. 215761090016,** son of Mr. Younus Ahmed Khan, residing at 4/1/H/12, J.K. Ghosh Road, P.O. Belgachia, P.S. Ultadanga, Kolkata- 700037, **(2) MOHAMMAD SHAMIM, PAN. ETUPS2348Q, AADHAAR NO. 670608200378,** son of Mohd. Wakil, residing at 1/3, J. K. Ghosh Road, P.O. Belgachia, P.S. Ultadanga, Kolkata- 700037, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, successors, representatives and assigns) **OF THE OTHER PART.**

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

Subject Matter of Agreement:

Development: Development and commercial exploitation of ALL THAT piece and parcel of a plot of land hereditaments and premises containing by estimation an area of 7 cottahs 2 chittacks 41 sq. ft. be the same a little more or less together with Two Storied building standing thereon including all easement rights and appurtenances thereto lying situate at and being amalgamated Premises No. 252, Acharya Prafulla Chandra Road, P.O. Beadon Street, P.S. Manicktala, Kolkata-700006, vide Assessee No. 110150100215 within the limits of Kolkata Municipal Corporation in Ward No.15 in the District of South 24 Parganas particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to as the "SAID PROPERTY".

Backgrounds, Representations and Warranties:

Owner's Representations: The Owner has represented and warranted to the Developer as follows:

Ownership :

WHEREAS Suraj Bali Ram Jaiswal, Chandra Bali Ram Jaiswal, Chandra Jit Jaiswal, Ram Kumar Jaiswal, Shiv Kumar Jaiswal and Raj Kumar Jaiswal was the absolute owner of Premises No. 252, A.P.C. Road, P.S. Manicktala, Kolkata-700006 comprising land measuring 3 cottahs 1 chittack 18 sq. ft. together with structure thereon substantial part occupied by tenants thereon by virtue of a registered sale deed dated 14.12.1963 registered in Book No. 1, Volume No. 181, Pages 254 to 264, Being No. 1442 for the year 1963 from one Smt. Bhagwati Mullick and Sri. Sasadhar Mullick of No.7, Sikdarpara Street, in the town of Calcutta.

AND WHEREAS Suraj Bali Ram Jaiswal, Chandra Bali Ram Jaiswal, Chandra Jit Jaiswal, Ram Kumar Jaiswal, Shiv Kumar Jaiswal and Raj Kumar Jaiswal was the absolute owner of Premises No. 252/1A, A.P.C. Road, P.S. Manicktala, Kolkata-700006 comprising land measuring 4 cottahs 1 chittack 23 sq. ft. together with structure thereon by virtue of a registered sale deed dated 16.08.1961 registered in Book No. 1, Volume No. 87, Pages 241 to 250, Being No. 4085 for the year 1961 from one Smt. Bhagwati Mullick and Sri. Sasadhar Mullick of No.7, Sikdarpara Street, in the town of Calcutta.

AND WHEREAS the said Suraj Bali Ram Jaiswal and others while so seized and possessed of the aforesaid land and premises jointly as co-owners and occupiers of the said property, the said Suraj Bali Ram Jaiswal died intestate on 18.10.1971 leaving his son Sri Jagat Narain Jaiswal as his sole heir and survivor to inherit his share of property in the aforesaid Premises No. 252 & 252/1A, A.P.C. Road, P.S. Manicktala, Kolkata-700006.

AND WHEREAS by virtue of two separate registered deeds of conveyance dated 27.09.1980 the Sitabi Debi Jaiswal alias Sitabi Debi purchased the undivided 1/3rd share of the schedule property from Ram Kumar Jaiswal and Raj Kumar Jaiswal at a valuable consideration therein and registered in the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 186, Pages 117 to 124, Being No. 5645 for the year 1980 and also Book No. 1, Volume No. 217, Pages 11 to 18, Being No. 5643 for the year 1980. So, the Sitabi Debi(Purchaser) was absolute owner of undivided 1/6th share each of the said property.

AND WHEREAS by virtue of a registered deed of conveyance dated 16.05.1983 the Sitabi Debi Jaiswal alias Sitabi Debi purchased undivided 1/6th share of the schedule property from Chandra Jit Jaiswal and registered in the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 171, Pages 135 to 146, Being No. 4841 for the year 1983. So Sitabi Debi(Purchaser) was absolute owner of undivided 1/6th share of the schedule property.

AND WHEREAS by virtue of a registered deed of conveyance dated 02.06.1983 the Sitabi Debi Jaiswal alias Sitabi Debi purchased undivided 1/6th share of the schedule property from Uma Devi, widow of Late Shiv Kumar Jaiswal and Shitla Prasad Jaiswal, a minor son of Late Shiv Kumar Jaiswal, represented by his mother and natural guardian Uma Devi and registered in the Registrar of Assurances, Calcutta in Book No. 1, Volume No. 196, Pages 212 to 224, Being No. 5311 for the year 1983. So the Sitabi Debi Jaiswal alias Sitabi Debi was the

absolute owner of undivided 1/6th share of the schedule property:

AND WHEREAS by virtue of a registered deed of family settlement cum agreement dated 15.03.1983 the Sitabi Debi Jaiswal alias Sitabi Debi was the absolute owner of the undivided 1/6th share of the schedule property and said Sitabi Debi Jaiswal alias Sitabi Debi was the absolute owner of the undivided 5/6th share of the schedule property and during in-course of enjoying the said property said Sitabi Debi Jaiswal alias Sitabi Debi sold, transferred and conveyed for valuable consideration the undivided 5/6th share of Premises No. 252, A.P.C. Road, Kolkata-700006 in favour of Mrs. Rajni Jaiswal, Mrs. Asha Devi Jaiswal and Mrs. Mala Jaiswal on 19.09.2001 at the office at ADSR, Sealdah and recorded into Book No. 1, Volume No. 42, Pages 269 to 280, Being No. 735 for the year 2003.

AND WHEREAS the said Suraj Bali Ram Jaiswal and others while so seized and possessed of the aforesaid land and premises jointly as co-owners and occupiers of the said property, the said Suraj Bali Ram Jaiswal died intestate on 18.10.1971 leaving his son Sri Jagat Narain Jaiswal as his sole heir and survivor to inherit his undivided 1/6th share of property in the aforesaid Premises No. 252, A.P.C. Road, P.S. Manicktala, Kolkata-700006 and during in-course of enjoying the said property said Jagat Narain Jaiswal sold, transferred and conveyed his undivided 1/6th share of Premises No. 252, A.P.C. Road, Kolkata-700006 in favour of Satya Narayan Jaiswal on 23.09.1988 at the office at ADSR, Sealdah and recorded into Book No. 1, Volume No. 29, Pages 229 to 240, Being No. 1172 for the year 1988.

AND WHEREAS said Mrs. Rajni Jaiswal, Mrs. Asha Devi Jaiswal and Mrs. Mala Jaiswal and Satya Narayan Jaiswal became the sole and absolute co-owner of Premises No. 252, A.P.C. Road, P.S. Manicktala, Kolkata-700006.

AND WHEREAS by a registered deed of conveyance dated 27th September, 1980 the Chandra Bali Ram Jaiswal purchased 1/6th share of the premises No. 252/1A, A.P.C. Road, Kolkata-700006 from his brother Sri Ram Kumar Jaiswal at a price or consideration mentioned therein and also on the same date the Chandra Bali Ram Jaiswal further purchased by a registered deed of conveyance another 1/6th share in the said properties from his another brother Sri Raj Kumar Jaiswal at a price or consideration mentioned therein.

AND WHEREAS the said Chandra Bali Ram Jaiswal by a deed of gift dated 02.06.1983 gifted, transferred his undivided 1/6th share of portion of premises No. 252/1A, A.P.C. Road, Kolkata-700006 in favour of his son Jagdish Narayan Jaiswal by registered deed of gift and it was duly registered at the office at Registrar of Assurances, Calcutta in Book No. 1, Volume No. 178, Pages from 175 to 183, Deed No. 5321, for the year 1983.

AND WHEREAS by a deed of conveyance dated 16.05.1983 one Chandra Jit Jaiswal sold, transferred and conveyed for valuable consideration 1/6th share of portion of premises No. 252/1A, A.P.C. Road, Kolkata-700006 in favour of Satya Narayan Jaiswal, Lakshmi Narayan Jaiswal, Jagdish Narayan Jaiswal and it was duly registered at the office at Registrar of Assurances, Calcutta in Book No. 1, Volume No. 171, Pages from 147 to 158, Deed No. 4842, for the year 1983 and after purchased Satya Narayan Jaiswal, Lakshmi Narayan Jaiswal, Jagdish Narayan Jaiswal became the co-owners.

AND WHEREAS the Chandra Bali Ram Jaiswal by a deed of gift dated 14.05.1983 gifted, transferred his undivided 1/6th share of portion of premises No. 252/1A, A.P.C. Road, Kolkata-700006 in favour of his son Lakshmi Narayan Jaiswal by registered deed of gift and it was duly registered at the office at Registrar of Assurances, Calcutta in Book No. 1, Volume No. 196, Pages from 1 to 9, Deed No. 4803, for the year 1983 and said Lakshmi Narayan Jaiswal became the co-owner of the said premises.

AND WHEREAS the Chandra Bali Ram Jaiswal by a deed of gift dated 14.05.1983 gifted, transferred his undivided 1/6th share of portion of premises No. 252/1A, A.P.C. Road, Kolkata-700006 in favour of his son Satya Narayan Jaiswal by registered deed of gift and it was duly registered at the office at Registrar of Assurances, Calcutta in Book No. 1, Volume No. 196, Pages from 10 to 18, Deed No. 4804, for the year 1983 and said Satya Narayan Jaiswal became the co-owner of the said premises.

AND WHEREAS by a deed of conveyance dated 03.06.1983 one Smt Uma Devi and Sitala Prasad Jaiswal sold, transferred and conveyed for valuable consideration 1/6th share of portion of premises No. 252/1A, A.P.C. Road, Kolkata-700006 in favour of Satya Narayan Jaiswal, Lakshmi Narayan Jaiswal, Jagdish Narayan Jaiswal and it was duly registered at the office at Registrar of Assurances, Calcutta in Book No. 1, Volume No. 197, Pages from 108 to 119, Deed No. 5360, for the year 1983 and after purchased Satya Narayan Jaiswal, Lakshmi Narayan Jaiswal, Jagdish Narayan Jaiswal became the co-owners.

AND WHEREAS by a deed of conveyance dated 23.09.1988 one Jagat Narain Jaiswal sold, transferred and conveyed for valuable consideration 1/6th share of portion of premises No. 252/1A, A.P.C. Road, Kolkata-700006 in favour of Satya Narayan Jaiswal and it was duly registered at the office at ADSR, Sealdah in Book No. 1, Volume No. 29, Pages from 241 to 250, Deed No. 1173, for the year 1988 and after purchased Satya Narayan Jaiswal became the co-owners.

AND WHEREAS said Satya Narayan Jaiswal, Lakshmi Narayan Jaiswal, Jagdish Narayan Jaiswal became the sole and absolute co-owner of Premises No. 252/1A, A.P.C. Road, P.S. Manicktala, Kolkata-700006.

AND WHEREAS for the purpose of amalgamation of adjoining two premises namely 252, A.P.C. Road, P.S. Manicktala, Kolkata-700006 and 252/1A, A.P.C. Road, P.S. Manicktala, Kolkata-700006 the co-owner namely Rajni Jaiswal gifted her undivided 1/60th share of portion of premises no. 252, A.P.C. Road, P.S. Manicktala, Kolkata-700006 to her husband namely Jagdish Narayan Jaiswal by way of registered deed of gift on 16.11.2017 and it was duly registered at the office at ADSR, Sealdah and recorded into Book No. 1, Volume No. 1606-2017, Pages 96314 to 96330, Being No. 160603200 for the year 2017.

AND WHEREAS for the purpose of amalgamation of adjoining two premises namely 252, A.P.C. Road, P.S. Manicktala, Kolkata-700006 and 252/1A, A.P.C. Road, P.S. Manicktala, Kolkata-700006 the co-owner namely Mala Jaiswal gifted her undivided 1/60th share of portion of premises no. 252, A.P.C. Road, P.S. Manicktala, Kolkata-700006 to her husband namely Lakshmi Narayan Jaiswal by way of registered deed of gift on 16.11.2017 and it was duly registered at the office at ADSR, Sealdah and recorded into Book No. 1, Volume No. 1606-2017, Pages 96331 to 96346, Being No. 160603201 for the year 2017.

AND WHEREAS for the purpose of amalgamation of adjoining two

premises namely 252, A.P.C. Road, P.S. Manicktala, Kolkata-700006 and 252/1A, A.P.C. Road, P.S. Manicktala, Kolkata-700006 the co-owner namely Jagdish Narayan Jaiswal gifted his undivided 1/60th share of portion of premises no. 252/1A, A.P.C. Road, P.S. Manicktala, Kolkata-700006 to his wife namely Rajni Jaiswal by way of registered deed of gift on 16.11.2017 and it was duly registered at the office at ADSR, Sealdah and recorded into Book No. 1, Volume No. 1606-2017, Pages 95553 to 95570, Being No. 160603199 for the year 2017.

AND WHEREAS for the purpose of amalgamation of adjoining two premises namely 252, A.P.C. Road, P.S. Manicktala, Kolkata-700006 and 252/1A, A.P.C. Road, P.S. Manicktala, Kolkata-700006 the co-owner namely Lakshmi Narayan Jaiswal gifted his undivided 1/60th share of portion of premises no. 252/1A, A.P.C. Road, P.S. Manicktala, Kolkata-700006 to his wife namely Mala Jaiswal by way of registered deed of gift on 16.11.2017 and it was duly registered at the office at ADSR, Sealdah and recorded into Book No. 1, Volume No. 1606-2017, Pages 96365 to 96381, Being No. 160603202 for the year 2017.

AND WHEREAS for the purpose of amalgamation of adjoining two premises namely 252, A.P.C. Road, P.S. Manicktala, Kolkata-700006 and 252/1A, A.P.C. Road, P.S. Manicktala, Kolkata-700006 the co-owner namely Satya Narayan Jaiswal gifted his undivided 1/37.4th share of portion of premises no. 252/1A, A.P.C. Road, P.S. Manicktala, Kolkata-700006 to his wife namely Asha Devi Jaiswal by way of registered deed of gift on 16.11.2017 and it was duly registered at the office at ADSR, Sealdah and recorded into Book No. 1, Volume No. 1606-2017, Pages 96347 to 96364, Being No. 160603203 for the year 2017.

AND WHEREAS By virtue of the said deed of gift as mentioned above the said MR. SATYA NARAYAN JAISWAL, MRS. ASHA DEVI JAISWAL, MR. LAKSHMI NARAYAN JAISWAL, MRS. MALA JAISWAL, MR. JAGDISH NARAYAN JAISWAL, MRS. RAJNI JAISWAL, thus became the absolute co-owner/co-shares of ALL THAT piece and parcel of the said land hereditaments and premises containing by estimation an area of 7 Cottahs 2 Chittacks 41 Sq.ft. be the same a little more or less together with the tenanted partly one and partly two storied old dilapidated building being amalgamated premises No.252,A.P.C. Road, P.S. Manicktala, P.o.Beadon Street, Kolkata-700006 within the limits of Kolkata Municipal Corporation in Ward No. 15 in the District of South 24- Parganas free from all encumbrances manner whatsoever vide Assessee no.110150100215, vide Amalgamation Case No. M/015/27-MAR-18/2569, Vide Assessee No. 110150100215.

The Co-owners/co-sharers of the said property are jointly owned by the Jaiswal family comprising of three brothers and their respective wives and the details of the spouses are hereunder:-

Satya Narayan Jaiswal(husband) and Asha Devi Jaiswal(wife) jointly representing Group-A.Lakshmi Narayan Jaiswal(husband) and Mala Jaiswal(wife) jointly representing Group - B.Jagdish Narayan Jaiswal(husband) and Rajni Jaiswal(wife) jointly Group-C collectively herein referred to as the said Groups.

The said property are been amicably used enjoyed and exploited by the said Jaiswal family, represented by each groups. The said Properties are also the means to earn livelihood by the said groups inasmuch as the said groups have their respective place of business and also has residence.

During the existence and completion and/or fulfillment of the Development the right, title and interest of the Owner of the said groups cannot be partitioned and/or segregated, even inter se amongst themselves.

nevertheless, substantial portion of the said property has been let-out and/or occupied by tenants, details whereof are detailed hereunder:-

TENANTS HAVING COMMERCIAL SPACE

a. Late Shiv Murat Jaiswal now represented by his son Surendra Kumar Jaiswal will get 237 sq.ft. of one shop room on the Ground floor (common tenant of all the owners of groups mentioned herein).

b. Ranjit Kumar Jaiswal and Ansu Kumar Jaiswal jointly will get 118 sq.ft. (6ft 6 inch in width x 18 in length) of one shop room on the Ground floor (common tenant of all the owners of groups mentioned herein).

c. Vijay Kumar Sharma and Md. Khalid jointly will get 103 sq.ft. of one shop room on the Ground Floor (tenancy created by Group-A solely).

d. Dilip Kumar Jaiswal will get 86 sq.ft. of one shop room on the Ground Floor (common tenant of all the owners of groups mentioned herein).

TENANTS HAVING RESIDENTIAL SPACE

a. Ram Bahadur Sharma will get 67 sq.ft. of one residential unit other than Ground Floor (tenancy created by Group-A solely).

b. Vikash Kumar Sharma and Rohit Kumar Sharma jointly will get 50 sq.ft. of one residential unit other than Ground Floor (tenancy created by Group-A solely).

c. Ranjit Kumar Jaiswal, Ansu Kumar Jaiswal and Dilip Kumar Jaiswal jointly will get 330 sq.ft. of one residential unit other than ground floor (common tenant of all the owners of groups mentioned herein).

Absolute Entitlement: In the manner stated above, the Owner herein became the sole and absolute Owner of the said Property. No person or persons other than the Owner herein have any right, title and/or interest of any nature whatsoever in the said Property or any part thereof.

Non Encumbrances: The right, title and interest of the Owner in the said Property is free from all encumbrances whatsoever and has a good and marketable title thereto.

No Requisition, Acquisition and Attachment: The Owner confirms that the said Property or any part thereof is at present not affected by any requisition or acquisition or alignment of any authority or authorities under any law and no notice or intimation about any such proceedings has been received or come to the notice of the Owner and neither the said Property nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Revenue or any other Public Demand.

No Litigation: The Owner confirms that there are no suits and/or proceedings and/or litigations pending in respect of the said Property or any part thereof.

Absolute Possession : The said entire Property is in khas, vacant, peaceful and absolute possession of the Owner herein and no person or persons is or are in possession of the said Property and any part thereof except tenants mentioned above.

Decision to Develop : The Owner herein has decided to develop the said Property and construction of a multi-storied ownership Building thereon together with various common service areas, amenities and facilities to be appended thereto the

said Building through the Developer herein.

Background of the Developer : The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

Offer of Development : The Owner herein approached the Developer and made the above representations and requested the Developer to take up the development of the said Property.

Reliance on Representations: Relying on the representations of the Owner, the Developer herein has agreed to develop and commercially exploit the said Property by constructing the said Building comprising of Flats/ Residential Units/shops/Car Parking Spaces and/ or other areas or spaces thereon together with various common service areas, amenities and facilities to be appended thereto the said Building in accordance with the Plan to be sanctioned from the Kolkata Municipal Corporation and/or any other concerned authority or authorities.

Negotiations: Discussions and negotiations have taken place between the Parties and the terms and conditions have been agreed upon, which the Parties are desirous of recording hereunder.

Appointment and Acceptance: The Owner doth hereby appoint the Developer as the Developer of the said Property and the Developer doth hereby accept such appointment. By virtue of such appointment, the Owner doth hereby grant and assign, subject to what have been hereunder provided, exclusive right to the Developer to build upon and exploit commercially the said Property by constructing the said Building and dealing with the same excluding Owner's Allocation (defined below) in 7.1.

Commencement and Tenure: Consequent to such appointment and acceptance of appointment, this Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till the development is completed in all respects and all obligations of the Parties towards each other stands fulfilled and performed.

Owner's Allocation: The Developer shall, at its own costs and expenses, construct, finish, complete and deliver to the Owner, along with existing tenants undisputed possession of 50% (fifty percent) of total Covered building area in the said Building to be constructed on the basis of the said plan to be sanctioned by the Kolkata Municipal Corporation on the SAID PROPERTY together with the proportionate right, title and interest in Common facilities and amenities together with additional floor, if any which shall be guided as per the covenants contained in the instant development agreement. However, the Owners Allocation shall be 40% of the Additional floor, beyond G+4 Storied It is clarified that the Owner's Allocation shall include proportionate undivided, impartible and indivisible share in (1) the common areas, amenities and facilities made available in the said Building such as paths, passages, stairway, electric meter room, pump room, underground reservoir, overhead water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said Building. (2) The land contained in the said Property particularly mentioned and described in the second schedule hereunder written. The Owners further will be entitled to get the sum of **Rs.35,00,000/- (Rupees Thirty Five Lacs) only** as a interest free

security deposit from the Developer and the said amount refundable and paid in the manner as follows :- 1) That Satya Narayan Jaiswal and Asha Devi Jaiswal (Jointly as represented Group-A) will be entitled to get Rs.15,00,000/- , 2) That Lakshmi Narayan Jaiswal and Mala Jaiswal (Jointly as represented Group-B) will be entitled to get Rs.10,00,000/- , 3) That Jagdish Narayan Jaiswal and Rajni Jaiswal (Jointly as represented Group-C) will be entitled to get Rs.10,00,000/- . Ram Bahadur Sharma will get 67 sq.ft. of one residential unit other then Ground Floor (tenancy created by Group-A solely). Vikash Kumar Sharma and Rohit Kumar Sharma jointly will get 50 sq.ft. of one residential unit other then Ground Floor (tenancy created by Group-A solely). Ranjit Kumar Jaiswal, Ansu Kumar Jaiswal and Dilip Kumar Jaiswal jointly will get 330 sq.ft. of one residential unit other then ground floor (common tenant of all the owners of groups mentioned herein). Late Shiv Murat Jaiswal now represented by his son Surendra Kumar Jaiswal will get 237 sq.ft. of one shop room on the Ground floor (common tenant of all the owners of groups mentioned herein). Ranjit Kumar Jaiswal and Ansu Kumar Jaiswal jointly will get 118 sq.ft. (6 ft 6 inch width x 18 ft. in length) of one shop room on the Ground floor (common tenant of all the owners of groups mentioned herein). Vijay Kumar Sharma and Md. Khalid jointly will get 103 sq.ft. of one shop room on the Ground Floor (tenancy created by Group-A solely). Dilip Kumar Jaiswal will get 86 sq.ft. of one shop room on the Ground Floor (common tenant of all the owners of groups mentioned herein). Any extra area in respect of tenant mentioned herein beyond the agreed allotment shall be borne by the developer solely.

That the developer herein shall provide co-owners namely Lakshmi Narayan Jaiswal and Mala Jaiswal (Group - B) and Jagdish Narayan Jaiswal and Rajni Jaiswal (Group - C) one shop room each on the ground floor from the front side to the back side till the plinth level/Covered Authorized area and frontage of each shop room will be 4ft 2 inch carpet area from North to South, facing APC Road. Co-owner Lakshmi Narayan Jaiswal and Mala Jaiswal (Group-B) will get one residential unit/flat on the Second Floor on South Eastern Facing and Co-owner Jagdish Narayan Jaiswal & Rajni Jaiswal on the Third Floor, south Eastern facing APC Road.

All the co-owner Group-A, B & C will be given equal frontage of the shop room. That after allocation of the frontage if any area increase then the said frontage area shall be divided amongst Group-A, B & C equally.

That the Developer has already paid to Group - A sum of Rs. 5,41,000/- (Rupees Five lac forty one thousand) only on dated (1) (Rs. 51,000/- (Rupees Fifty one thousand) by Cash dtd. 29.03.2016) (2) Rs. 40,000/- (Rupees Forty thousand) by Cheque No. 226691 on dtd. 28.10.2016, (3) Rs. 50,000/- (Rupees fifty thousand) by Cheque No. 226692 on dte. 17.02.2017 , (4) Rs. 3,00,000/- (Rupees Three Lac) by Cheque No. 226696 on dtd. 17.07.2017 (5) Rs. 1,00,000/- (Rupees One Lac) by Cheque No. 226699 on dtd. 30.08.2017) - all cheque are from United Bank of India, Shyambazar Branch, Kolkata. That on signing of this Development Agreement the developer has paid a sum of Rs.6,59,000/- (Rupees Six lac fifty nine thousand only). And on the date of taking over Khas and vacant possession of the Property the Developer shall pay Rs. 3,00,000/- (Rupees Three Lac) only to Group - A.

Signature
F. K. ...

Signature
F. K. ...

That the Developer has already paid to Group - B a sum of Rs. 1,00,000/- (Rupees One Lac) by Cheque No. 226693 on dtd. 09.07.2017 from United Bank of India Bank, Shyambazar Branch, Kolkata. That on signing of this Development Agreement the developer has paid a sum of Rs. 7,00,000/- (Rupees Seven Lac) only. And on the date of taking over Khas and vacant possession of the Property the Developer shall pay Rs. 2,00,000/- (Rupees Two Lac) only to Group - B.

That the Developer has already paid to Group - C a sum of Rs. 2,25,000/- (Rupees Two lac twenty five thousand) (1) Rs.1,00,000/- (Rupees One Lac) by Cash dtd. 09.05.2016 (2) Rs. 25,000/- (Rupees Twenty five thousand) by Cheque No. 226700 on dtd. 22.09.2017 from United Bank of India, Shyambazar Branch, Kolkata and (3) Rs. 1,00,000/- (Rupees One Lac) by Cheque No. 226709 on dtd. 31.10.2018 from United Bank of India, Shyambazar Branch, Kolkata. That on signing of this Development Agreement the developer has paid a sum of Rs. 5,75,000/- (Rupees Five Lac seventy five thousand) only. And on the date of taking over Khas and vacant possession of the Property the Developer shall pay Rs.2,00,000/- (Rupees Two Lac) only to Group- C.

That if the owners of any group unable to refund interest free security deposit then the developer shall adjust the security amount without interest from the respective allocation of their residential unit of that group in the constructed building as per their ratio at the rate of prevailing market value. That the Owner of Group B and C shall not provide any portion of their allocation on the Ground floor area to the developer.

Original Documents : The copy of the all available original Title Deeds and/or any other available documents in respect of the said Property shall be handed over by the Owner to the Developer at the time of execution of this Development Agreement without any right to create any mortgage, grant lease or charge on the said property.

Developer's Allocation: The Developer shall be fully and completely entitled to get the 50%(Fifty Percent) of total covered area in the said building to be constructed on the basis of the said plan to be sanctioned by the Kolkata Municipal Corporation on the said property together with proportionate right, title and interest in common facilities and amenities, TOGETHER with additional floor, if any, which shall be guided as per the covenants contained in the instant development agreement. However, the developer allocation shall be 60% of the Additional floor, beyond (G+4) storied. After allocating the Owner's areas as per Clause No. 7.1 stated above and other common areas comprising of the said building and open spaces of the said Property. It is clarified that the Developer's Allocation shall include the proportionate undivided, impartible and indivisible balance share in (1) the Common Portions and/or areas (2) the land contained in the said Property particularly mentioned and described in the Third Schedule hereunder written. That if the developer construct further storied beyond G+4 in that event the developer herein shall be entitled 60% of the Additional floor in the proposed building.

The developer shall put hording, banner, and paper publication of selling the flats/units to the prospective buyers in the proposed building.

Full Possession: The Owner shall make over khas and vacant possession of the entirety of the said Property within 3 (three) months from the date of sanctioned plan of Kolkata Municipal Corporation and supplementary agreement

to the developer herein. The developer shall provide copy of the sanctioned plan of the KMC and demark respective allocation of residential units and shops allotted to Group - A, B & C in supplementary agreement. However in the mean time it is mandatory on the behalf of developer to negotiate and peacefully obtain khas and vacant possession with noc from the said commercial and residential tenants provided no term of noc should effect the owners allocation.

Development Power of Attorney: The Owner shall execute a registered Development Power of Attorney in favour of the developer on the date of execution of this instant development agreement.

Further Acts: Notwithstanding grant of the aforesaid Development Power of Attorney, the Owner doth hereby undertake that they will execute, as and when necessary, further powers and authorities and all papers, documents, plans etc. for the purpose of development of the said Property.

Sanction of Plan and Demarcation of Allocations: The Developer shall at its own cost appoint an Architect on behalf of the Owner and through the said Architect the Developer shall have prepared, submitted and sanctioned the building plan from the Kolkata Municipal Corporation.

Construction of the Building : The Developer shall, at its own costs and without creating any financial or other liability on the Owner, construct, erect and complete the said Building in accordance with the building plan to be sanctioned and as per the agreed specifications particularly mentioned and described in the Fourth Schedule hereunder written and as may be recommended by the Architect from time to time. The decision of the Architect regarding the quality of materials and workmanship shall be final and binding on the Parties. All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the Owner will bear no responsibility in this context. That all costs of stamping, engrossing and registration of this agreement and any other paper relating to this agreement shall be borne by the Developer. The construction of the building shall be residential cum commercial building and the name of the residential cum commercial building to be decided by the mutual consent of the parties to the contract.

Construction Time: Subject to the Owner meeting all their obligations under this Agreement and force majeure, the Developer shall construct, complete and finish the said proposed Building on the said Property within a period of 36 (thirty six) months from the date of handing over khas and vacant possession from the owner of the said premises and with a maximum extension period of 6 months only which is assured to be made over and or hand over the possession to the Owner and Tenants jointly in the said premises. The obligation towards completion of the building as per the sanction plan by KMC and to hand over the Owner's allocation within the stipulated period as detailed in the instant Development Agreement shall be the essence of the instant contract, as such time being the essence of contract.

Utilities: The Developer shall at its own cost, install and erect the said Building with pump, overhead & underground reservoir, Lift, and sewerage connection. The owner will not be will not be liable for any expenses mentioned above. After completion or during the construction of proposed building at the SAID PROPERTY, the DEVELOPER will arrange for High Tension/Low Tension Electric Line and/or vice versa and/or Individual electric meters from Calcutta Electric

Supply Corporation Ltd. For each and every residential unit/shops irrespective of Owner's or Developer's allocation at the cost and expenses of the Developer. Transformer charges, Cable Charges, Generator Installation or any connections/loads/power consumption or any other charges by CESC Ltd. will be borne by the Developer solely. The owner shall pay the cost and installation of individual meter in the constructed said building.

Building Materials: The Developer shall be authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the said Building but in no circumstances the Owner shall be responsible for their price/value, storage and quality.

Temporary Connections: The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity and drainage/sewerage.

Modification: Any amendment or modification in the plan may be made or caused to be made by the Developer within the permissible limits of the Kolkata Municipal Corporation, provided however no alteration or modification shall be made in the Owner's Allocation without the consent and approval of the Owner in writing.

No Obstruction: The Owner shall not do any act, deed or thing whereby the Developer is obstructed or prevented from constructing and completing the said proposed Building if the developer performed his duty fairly.

Owner's Allocation: the Owner shall be exclusively entitled to the Owner's Allocation and shall be entitled to transfer or otherwise deal with the Owner's Allocation in any manner the Owner deems appropriate without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Owner's Allocation. It is however understood that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner's Allocation shall be subject to the provisions of this Agreement and the Developer shall not in any way interfere with or disturb the sale / transfer and quiet and peaceful possession of the Owner's Allocation but subject to provisions of this Agreement.

Developer's Allocation: The Developer shall be exclusively entitled to the Developer's Allocation and shall be entitled to transfer or otherwise deal with the Developer's Allocation in any manner the Developer deems appropriate without any right, claim, or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Developer's Allocation. It is however understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owner. However, any transfer of any part of the Developer's Allocation shall be subject to the provisions of this Agreement and the Owner shall not in any way interfere with or disturb the sale / transfer and quiet and peaceful possession of the Developer's Allocation but subject to provisions of this Agreement.

Transfer of Developer's Allocation: In consideration of the Developer constructing and handing over the Owner's Allocation to the Owner, the

owner shall execute the Deed or Deeds of Conveyance of the undivided share in the land in favour of the Transferees as be attributable to the Developer's Allocation in such parts as shall be required by the Developer. Such execution of Conveyances at the option of the Developer may be done by the Developer by exercising the powers and authorities granted under the Development Power of Attorney or by the Owner directly.

Cost of Transfer: The costs of such Conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees.

Common Documentation: The Owner and the Developer shall adopt common format of documentation for transfer of the Residential Units. The Common Portions, Common restrictions and all other matters of common interest and concern, shall be uniformly adopted in the documents.

Relating to Period prior to Development Agreement: All Corporation rates, taxes and other outgoings on the said Property relating to the period prior to Registration of this instant joint development agreement shall be borne, paid and discharged by the Owner only and in this regards the Developer shall incur no liabilities in any manner whatsoever.

Relating to Period After Development Agreement: As and from the date of Registration of this Development Agreement, the Developer shall be liable for Corporation rates, taxes and other outgoings in respect of the said Property or any part thereof till such time the possession of the Owner's Allocation is given to the Owner and possession of the Residential Units are given to the Transferees/Purchaser, who shall respectively from the date of such possession, become liable and responsible for Municipal rates and taxes and all other outgoings.

14. Possession and Post Completion Maintenance:

- 14.1 **Notice of Completion:** As soon as the said Building or parts thereof are completed (as certified by the Architect) the Developer shall give a written notice to the Owner requiring the Owner to take possession of the Owner's Allocation or part thereof and the Owner shall take possession within 30 (thirty) days from the date of such notice, failing which it shall be deemed that the Owner has taken possession, whether or not the Owner take physical possession and all liabilities with regard to payment of Corporation taxes and other outgoings as mentioned in below shall commence. Owner's liability to take possession or deemed possession on the behalf of Owner's will be taken into consideration only after getting COMPLETION CERTIFICATE (C.C) from Kolkata Municipal Corporation and OCCUPANCY CERTIFICATE (O.C.) from Certified Architect. It is the duty of the Developer to provide COMPLETION CERTIFICATE (C.C) from Kolkata Municipal Corporation and OCCUPANCY CERTIFICATE (O.C.) from Certified Architect to the Owner's for their respective allocations.

Possession Date and Rates: On and from such date of taking physical possession or deemed possession as above stated (Possession Date) fulfilling the Clause No. 14.1 by the Developer, the Owner shall be exclusively responsible for payment of all Municipal rates and taxes and other outgoings and impositions whatsoever (collectively Rates) payable in respect of the Owner's Allocation; only provided however when such Rates are applicable to the whole of the said Property/Building, the same shall be apportioned on pro-rata basis with reference to the total area of the said Building.

Punctual Payment and Mutual Indemnity: The Owner and the Transferees shall punctually and regularly pay the rates for their respective allocations to the concerned authorities and all parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

Maintenance: The Developer shall frame a scheme for the management and administration of the said Building. The Owner hereby agrees to abide by all the rules and regulations to be framed by the Developer and the Transferees (Association), which shall be in charge of such management of the affairs of the said Building.

Maintenance Charge: For a period of 12 months from the possession date or till such time the Association is formed, whichever is earlier, the Developer shall manage and maintain the Common Portions of the said Building, upon the Owner and the Transferees paying and bearing, forthwith on demand, to the Developer, the costs and service charges for such management and maintenance (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the said Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

Failure to pay Maintenance Charge: Should the Owner or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates, within 15 days of demand in this behalf, the defaulter shall be liable to pay interest on the amount outstanding from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.

Applicable to Both: The Owner's Allocation and the Developer's Allocation in the said Building shall be subject to the same restrictions as are applicable to the Ownership building, intended for common benefit of all occupiers of the said Building, which shall include the following:

No Illegal Activity: No Transferees/Co-Owners /Occupants of the said Building shall use or permit to be used their Units or any portion thereof for carrying on and obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the said Building.

No Demolition: No Transferees/Co-Owners/Occupants of the said Building shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of the Developer and/or the Association.

No Transfer Without Compliance: Neither the Owner nor the Transferees shall transfer or permit transfer of their respective Residential Units/Shop or any portions thereof unless all terms and conditions to be observed and/or performed and the proposed transferees give a written undertaking to the effect that such transferees shall remain bound by the terms and conditions of these presents and further that such transferees shall pay all and whatsoever shall be payable in relation to the concerned Residential Unit/Shops or other spaces.

Compliance with Rules: The Owner and the Transferees shall abide by all laws, bye-laws, rules and regulations of the Government and local bodies and shall attend to answer and be responsible for any deviation, violation and/or

breach of any of the said laws, bye laws, rules and regulations.

Interior Maintenance: The Owner and the Transferees shall keep the interior walls, sewers, drains, pipes, other fittings and fixtures, appurtenances, floor and ceiling etc. in each of their respective Units/other spaces in *good working* condition and repair and in particular so as not to cause any damage to the said Building or any other space or accommodations therein and shall keep the other occupiers of the said Building indemnified from and against the consequences of any breach.

Validity of Insurance: Neither the Owners/Transferees nor the Developer shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the said Building or any part thereof and shall keep the other occupiers of the said Building harmless and indemnified from and against the consequences of any breach.

No Obstruction of Common Portions: Neither the Owner nor the Transferees shall leave or keep any goods or other items for display or otherwise in the lobbies, staircase, corridors or at other places of common use and enjoyment in the said Building and no hindrance shall be caused in any manner in the free movement and use of the lobbies, staircase, corridors and other places for common use and enjoyment in the said Building.

Cleanliness: Neither the Owner nor the Transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the said Building or in the compound, corridors or any other portion or portions of the said Building.

Right of Entry: For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lightening and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the Owner and the Transferees shall permit the Developer/Association, with or without workmen, at all reasonable time, to enter into and upon the Owner's Allocation and the Transferees Units and every part thereof.

Owners' Obligations: The Owner doth hereby covenant with the Developer as follows:

No Obstruction in Dealing with Developer's Allocation: Not to do any act, deed or thing whereby the Developer may be prevented from selling and/or disposing of any part or portion of the Developer's Allocation.

No Obstruction in Construction: Not to cause any interference or hindrance in the construction of the said Building or any part thereof.

No Alteration of Structure: Not to demand or cause any alterations to be made in the sanctioned Plan and structure of the said Building. However, it is clarified that all costs and charges for any addition in the specifications as mentioned in Fourth Schedule made by the Developer at the request of the Owner shall be borne by the Owner.

No Dealing with the Property: Not to let-out, grant lease, mortgage and/or charge the Property or any portions thereof without the consent in writing of the Developer during the period of construction.

Fulfilling Obligations: To sign and join all and every deeds, documents and papers which are required and/or sale of the Developer's Allocation.

Marketable Title: The Owner has a clear and marketable title to the said Property and every part thereof.

Time of Completion: The Developer hereby agrees and covenants with the Owner that subject to the Owner meeting all its obligations including those mentioned in the various sub clauses of Clause No. 16 above and subject further to Force Majeure (defined below) and reasons beyond the control of the Developer, the Developer shall complete the construction of the said proposed Building 36 (thirty six) months from the date of handing over keys and vacant possession from the owner of the said premises and with a maximum extension period of 6 months only which is assured to be made over and or hand over the possession to the Owner and Tenants jointly in the said premises. The obligation towards completion of the building as per the sanction plan by KMC and to hand over the Owner's allocation within the stipulated period as detailed in the instant Development Agreement shall be the essence of the instant contract, as such time being the essence of contract.

Completion Certificate (C.C.): The Developer shall be liable to apply for and obtain Completion Certificate (C.C) on completion of construction of the said Building, as be deemed expedient by the Developer. Be it also noted that, during taking the Completion Certificate, if the Kolkata Municipal Corporation imposes any Additional Development Charge or other charge, then the Developer will bear the expenses and the owner shall not be liable for any such expenses. Be it noted that if the owner modify and/or after their respectively allocation in the proposed building differ from Plan sanction in that event the owner shall pay the charged which will be charged by the K.M.C.

No Violation of Law: The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the rules applicable to construction of the said Building.

No Obstruction in Dealing with Owner's Allocation: The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation. Furthermore, the developer shall not obtain loan or mortgage and/or create any sort of encumbrances, so as to effect the right, title and interest of owners' allocation in any manner whatsoever.

Tenant Obligation: It was agreed that the developers and Owner jointly negotiate and peacefully obtains vacant possession with NOC from the said commercial and residential tenant, which however will not affect the owner's allocation. It would be deemed that the said terms has been duly complied with by the developer. In case, the developers has not procured the NOC from any of the tenant before the execution of the instant agreement, which is the essence of the contract, the developer undertake to comply with the said terms after execution of the agreement hereof. Furthermore, any extra allotment of share of tenant and/or any obligation in connection thereto shall be borne by the developer itself. If any of the tenant does not compromise and/or issued NOC, then it would be the sole obligation of the developer to settle the dispute with the tenant without affecting the right, title and interest of the owners' allocation.

Statutory Liability: All rates, taxes, penalties and other outgoings levied and/or imposed by the statutory authority shall be borne, paid and discharged by the Developer only and in this regards, neither the tenant nor the Owners shall have liabilities and/or responsibility of any manner whatsoever.

Taxes pertaining to tenant allocation: All Corporation rates, taxes and other outgoings on the tenant's property allocation relating to the period prior or after

sanction of plan shall be borne, paid and discharged by the tenants only and in this regards, neither the Developer nor the Owners shall have liabilities in any manner whatsoever.

Building Plan: The building plan to be sanctioned by the Kolkata Municipal Corporation with or without amendment and/or modifications made or cause to be made by the developer preferably twelve months from the date of execution of this Joint Venture Agreement and Development Power of Attorney.

Supplementary Agreement: The owner shall have the liberty to execute and/enter into supplementary agreement in respect of his own specific allocation and the developer shall not object to the same. The owner shall have the liberty to enter into an Agreement for sale(s) with the intending purchasers/transferee in respect of the owner's specific allocation will be more fully described and marked with colour Blue, Red & Yellow in Building Plan sanctioned by KMC collectively forming several units/shops retained by the Owners of the Group A, B & C respectively in respect of the entire project. The final identified portions that forms the owners allocation in the said Building Plan sanctioned by KMC is distinct and separate from the owners allocation allotted to Group A, Group B and C.

Khas possession : The owners shall hand over khas and vacant possession of the said properties within 3 (three) months from the date of sanctioned plan of Kolkata Municipal Corporation and supplementary agreement to the developer herein. The developer shall provide copy of the sanctioned plan of the KMC and demark respective allocation of residential units and shops allotted to Group - A, B & C in supplementary agreement. However in the mean time it is mandatory on the behalf of developer to negotiate and peacefully obtain khas and vacant possession with NOC from the said commercial and residential tenants provided no term of NOC should effect the owners allocation.

Temporary Accommodation : On and after delivery of the vacant and khas possession and till the Owner's allocation in respect of the Shop are allotted are handed over, the developer shall have to bear the monetary compensation of the shop @ Rs. 12,000/- (Rupees Twelve thousand) per month. That the developer provide temporary shifting of residential unit to the Group A & B or compensation. Appropriate covenants and/or term towards quantification of monetary compensation shall be recorded in a supplementary agreement that shall be entered into on or before the date of delivery of khas and vacant possession.

Quality Specification : The developer has to provide a best quality of materials and products without any sort of compromise in the quantity of product. Appropriate covenants and/or term towards quantification of quality specification shall be recorded in a supplementary agreement.

Installation of transformer: Any expensed incurred pertaining to installation of the transformer will the sole responsibility of the developer.

Hoarding and Tower Income: The income generated by way of installation of any hoarding and/or tower in the allocated portion of either the Developer and/owner's has to be divided equally 50 : 50 (Fifty Fifty).

Expenses and other Outgoings: It is agreed by and between the parties that any sort of expenses incurred in developing the property in question including the shop shall be borne by the developers, whether it would be in the allocation of tenant or owners thereof. The respective Floor area ratio (FAR)/Floor space index (FSI) allocation of the parties guided under the said agreement ought to have been constructed physically and not what is shown in the documents.

Title: The Owner shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owner doth hereby indemnify and agree to keep indemnified the Developer and the Transferees in this regard.

Developer's Allocation: The Owner hereby undertakes that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the Owner and to this effect the Owner doth hereby indemnify and agree to keep indemnified the Developer herein.

Third Party Claims: The Developer will act as independent Developer in constructing the building on the said property and hereby undertakes to keep the Owner indemnified against all Third Party claims and actions, suits, costs and proceedings in courts and before other concerned authorities arising out of any act of omission or commission on the part of the Developer in relation to the construction of the said Building and/or for any defect therein or development of the said Property.

No Partnership: The Owner and the Developer have entered into this Agreement purely as a contract basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction of the said Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds matters and things do not in any way infringe on the rights of the Owner and/or go against the spirit of this Agreement.

Further Acts: The Parties will do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

Taxation: The Owner shall not be liable for any Income Tax, Wealth Tax, Sales Tax in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, Sales Tax in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

Defaults Of Developer: In the event the Developer fails and/or neglects to complete the construction of the said Building within the stipulated period, then the owner will be entitled in their respective allocation and shall complete their portion of unfinished work and the amount will be adjustable from the Security Deposit.

Defaults Of Owners: In the event the Owner fails and/or neglects to perform any of its obligations under this Agreement, the Developer shall be entitled to all losses and damages suffered by the Developer for such non-performance of the Owner.

Restriction:

(i) If the Developer constructs in future a further storey on and upon the said G+4 multi-storied building subject to approval of the Kolkata Municipal Corporation then and on that event the Developer will be liable and responsible

to bear all costs towards RMC or any other local demands.

(ii) The Developer will solely be entitled to appropriate the total sale proceeds of the rubbish and debris and other broken materials which will be available and / or collected upon demolition of the existing building and/or structure thereon on the said Property.

(iii) The Developer will arrange alternative accommodation and monetary compensation for all existing Residential & Commercial Tenants of the existing building.

(iv) After receiving the possession the Owner will be liable and responsible to refund the said interest free refundable or adjustable advance security money amounting to Rs.35,00,000/- (Rupees Thirty Five Lacs) only.

(v) That the developer & owner shall negotiate with the existing residential and commercial tenants in the said premises for obtaining khas and vacant possession from them.

(vi) The owners will hand over khas and vacant possession to the developer herein only after all the existing Commercial and Residential Tenants khas and vacant possession is procured by the developer.

Force Majeure Meaning of: Force Majeure shall mean rain, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, decision of authority and/or any other event beyond the control of the Parties.

No Liability: The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

Arbitral Tribunal: Disputes arising out of this Agreement shall be referred to the sole arbitration of such person as be mutually decided (Sole Arbitrator) and failing such mutuality, to a Tribunal comprising of 3 (three) persons, 1 (one) appointed by the Owner, 1 (one) appointed by the Developer and the third by the first two appointees (collectively Arbitral Tribunal), being a reference within the meaning of the Arbitration And Conciliation Act, 1996.

Mechanism and Procedure: Language, procedure and type of award (speaking or non speaking) shall be decided by the Sole Arbitrator/Arbitral Tribunal. The venue shall be at Kolkata. The directions/award of the Sole Arbitrator/Arbitral Tribunal shall be final and binding on the Parties.

Jurisdiction:

Court : Only the court within the Ordinary Original Civil Jurisdiction have jurisdiction to try, entertain and determine all proceeding arising out of this agreement and/or Development agreement, including the arbitration proceeding etc. will be Kolkata Jurisdiction.

Name of the Building: The name of the residential cum commercial building to be decided by the mutual consent of the parties to the contract.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PROPERTY)

ALL THAT piece and parcel of the land hereditaments and premises containing by estimation an area of 7 Cottahs 2 Chittacks 41 Sq.ft. be the same a little more or less together with 54 years old the tenanted partly one and partly two storied building ground floor covered area 1930 sq. ft. more or less cemented flooring, first floor covered area 1680 sq. ft. more or less

cemented flooring and tin shaded structure 400 sq. ft. more or less cemented flooring lying and situate at being amalgamated Premises No. 252, Acharya Prafulla Chandra Road, P.S. Manicktala, P.O. Beadon Street, Kolkata-700006 [Zone: Vivekananda Road (Ward-15,16) – Sri Arabinda Sarani (On Road)] within the limits of Kolkata Municipal Corporation in Ward No. 15 in the District of South 24 Parganas is butted and bounded in the manner as follows :

<u>ON THE NORTH</u>	: 3 ft 4 inch wide common passage and thereafter Premises No. 251B, A.P.C. Road
<u>ON THE SOUTH</u> Road	: Premises No. 252/1B, A.P.C. Road and 252/1D, A.P.C.
<u>ON THE EAST</u>	: 3 ft 4 inch wide common passage
<u>ON THE WEST</u>	: A.P.C. Road

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE OWNER'S ALLOCATION)

The Developer shall, at its own costs and expenses, construct, finish, complete and deliver to the Owner, along with existing tenants undisputed possession of 50% (fifty percent) of total Covered building area in the said Building to be constructed on the basis of the said plan to be sanctioned by the Kolkata Municipal Corporation on the SAID PROPERTY together with the proportionate right, title and interest in Common facilities and amenities together with additional floor, if any which shall be guided as per the covenants contained in the instant development agreement. However, the Owners Allocation shall be 40% of the Additional floor, beyond G+4 Storied It is clarified that the Owner's Allocation shall include proportionate undivided, impartible and indivisible share in (1) the common areas, amenities and facilities made available in the said Building such as paths, passages, stairway, electric meter room, pump room, underground reservoir, overhead water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said Building. The land contained in the said Property particularly mentioned and described in the second schedule hereunder written. The Owners further will be entitled to get the sum of Rs.35,00,000/- (Rupees Thirty Five Lacs) only as a interest free adjustable advance deposit refundable money from the Developer in the manner as follows :- 1) That Satya Narayan Jaiswal and Asha Devi Jaiswal (Jointly as represented Group-A) will be entitled to get Rs.15,00,000/-, 2) That Lakshmi Narayan Jaiswal and Mala Jaiswal (Jointly as represented Group-B) will be entitled to get Rs.10,00,000/-, 3) That Jagdish Narayan Jaiswal and Rajni Jaiswal (Jointly as represented Group-C) will be entitled to get Rs.10,00,000/-. Ram Bahadur Sharma will get 67 sq.ft. of one residential unit other then Ground Floor (tenancy created by Group-A solely). Vikash Kumar Sharma and Rohit Kumar Sharma jointly will get 50 sq.ft. of one residential unit other then Ground Floor (tenancy created by Group-A solely). Ranjit Kumar Jaiswal, Ansu Kumar Jaiswal and Dilip Kumar Jaiswal jointly will get 330 sq.ft. of one residential unit other then ground floor (common tenant of all the owners of groups mentioned herein). Late Shiv Murat Jaiswal now represented by his son Surendra Kumar Jaiswal will get

237 sq.ft. of one shop room on the Ground floor (common tenant of all the owners of groups mentioned herein). Ranjit Kumar Jaiswal and Ansu Kumar Jaiswal jointly will get 118 sq.ft. (6 ft 6 inch width x 18 ft.in length) of one shop room on the Ground floor (common tenant of all the owners of groups mentioned herein). Vijay Kumar Sharma and Md. Khalid jointly will get 103 sq.ft. of one shop room on the Ground Floor (tenancy created by Group-A solely). Dilip Kumar Jaiswal will get 86 sq.ft. of one shop room on the Ground Floor (common tenant of all the owners of groups mentioned herein). Any extra area in respect of tenant mentioned herein beyond the agreed allotment shall be borne by the developer solely.

That the Developer has already paid to Group - A sum of Rs. 5,41,000/- (Rupees Five lac forty one thousand) only on dated (1) (Rs.51,000/- (Rupees Fifty one thousand) by Cash dtd. 29.03.2016) (2) Rs. 40,000/- (Rupees Forty thousand) by Cheque No. 226691 on dtd. 28.10.2016, (3) Rs. 50,000/- (Rupees fifty thousand) by Cheque No. 226692 on dte. 17.02.2017, (4) Rs. 3,00,000/- (Rupees Three Lac) by Cheque No. 226696 on dtd. 17.07.2017 (5) Rs. 1,00,000/- (Rupees One Lac) by Cheque No. 226699 on dtd. 30.08.2017) – all cheque are from United Bank of India, Shyambazar Branch, Kolkata. That on signing of this Development Agreement the developer has paid a sum of Rs.6,59,000/- (Rupees Six lac fifty nine thousand only). And on the date of taking over Khas and vacant possession of the Property the Developer shall pay Rs. 3,00,000/- (Rupees Three Lac) only to Group - A.

That the Developer has already paid to Group - B a sum of Rs. 1,00,000/- (Rupees One Lac) by Cheque No. 226693 on dtd. 09.07.2017 from United Bank of India Bank, Shyambazar Branch, Kolkata. That on signing of this Development Agreement the developer has paid a sum of Rs. 7,00,000/- (Rupees Seven Lac) only. And on the date of taking over Khas and vacant possession of the Property the Developer shall pay Rs. 2,00,000/- (Rupees Two Lac) only to Group - B.

That the Developer has already paid to Group - C a sum of Rs. 2,25,000/- (Rupees Two lac twenty five thousand) (1) Rs.1,00,000/- (Rupees One Lac) by Cash dtd. 09.05.2016 (2) Rs. 25,000/- (Rupees Twenty five thousand) by Cheque No. 226700 on dtd. 22.09.2017 from United Bank of India, Shyambazar Branch, Kolkata and (3) Rs. 1,00,000/- (Rupees One Lac) by Cheque No. 226709 on dtd. 31.10.2018 from United Bank of India, Shyambazar Branch, Kolkata. That on signing of this Development Agreement the developer has paid a sum of Rs. 5,75,000/- (Rupees Five Lac seventy five thousand) only. And on the date of taking over Khas and vacant possession of the Property the Developer shall pay Rs. 2,00,000/- (Rupees Two Lac) only to Group- C. That the Owner of Group B and C shall not provide any portion of their allocation on the Ground floor area to the developer.

That if the owners of any group unable to refund interest free security deposit then the developer shall adjust the security amount without interest from the respective allocation of their residential unit of that group in the constructed building as per their ratio at the rate of prevailing market value.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE DEVELOPER'S ALLOCATION)

The Developer shall be fully and completely entitled to get the 50%(Fifty Percent) of total covered area in the said building to be constructed on the basis of the said plan to be sanctioned by the Kolkata Municipal Corporation on the said property together with proportionate right, title and interest in common facilities and amenities, TOGETHER with additional floor, if any, which shall be guided as per the covenants contained in the instant development agreement. However, the developer allocation shall be 60% of the Additional floor, beyond (G+4) storied. After allocating the Owner's areas as per Clause No. 7.1 stated above and other common areas comprising of the said building and open spaces of the said Property. It is clarified that the Developer's Allocation shall include the proportionate undivided, impartible and indivisible balance share in (1) the Common Portions and/or areas (2) the land contained in the said Property particularly mentioned and described in the Third Schedule hereunder written. That if the developer construct further storied beyond G+4 in that event the developer herein shall be entitled 60% of the Additional floor in the proposed building.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS OF THE BUILDING)

GENERAL :

The building shall be R.C.C. Framed structure and cement, sand and brick works as per Design by the Architect and Designer. It will be painted externally with snowcem.

FOUNDATION :

Foundation bedding shall be 3" thick R.C.C. (1:2:4) with brick ballast.

R.C.C. WORKS :

Providing and laying cement concrete with reinforcement in columns footing, beams, lintels, sunshades, columns, floor slab ,staircase, slab lofts, etc. As per design, by designer.

BRICK WALLS :

Al exterior and interior brick works shall be 8", 5" and 3" thick with cement sand mortar.

GROUND FLOORING BEDDING :

Ground flooring bedding shall be 4" thick average, P.C.C. (1:3:6) Over 3" thick. B.F.S. and polythene. Plinth earth will be termite treatment.

PLASTER :

Inside and Outside walls of the building shall be plain single layer plastered with cement sand mortar.

FLOOR FINISH DADO, SKIRTING ETC. :

a) All bed rooms, drawing-cum-dining, Kitchen, toilets and balcony finished by Marwar super First Marble with 6" skirting. All Toilets & Kitchen with 4" skirting with marble flooring.

- b) 4'-0" height ISI marked glazed tiles fittings on cooking platform. Cooking Table with Black Stone (5' 0" x 1'-9")
- d) Dado will be upto 6'-0" height above 5" height. Skirting with colour ISI marked glazed tiles in toilets.
- e) Stair case & Flooring of the stair fully by marble.

WALL FINISHING WORKS :

All internal wall surface will be finished by plaster of Paris over plain single layer plaster.

DOOR AND WINDOW :

1. **MAIN ENTRANCE DOOR:** Malaysia Sal wood door frame (4" x 3") with segun panelled Palla with one magic eye hole night latch (Godrej)
2. **INSIDE DOORS:** Flush door with Commercial Ply painted with synthetic enamel (ISI marked) with Godrej Lock & fittings. Malaysia Sal wood frame (3" x 2.5"). Toilet shall be commercial ply door.
3. **WINDOWS:** All windows will be steel/Aluminum channel with Glass with Grill.
4. **TOILET :** One European type & one Indian type pan (Hindware or Parryware) with Lowdown cistern, one shower and two taps in each toilet and one water basin (Hindware) in each toilet will be provided. One Point for hot and cold water line with fittings (mark or Escoco) PVC supreme or Oriplast.

ROOF :

1. 3' height x 5" thick parapet wall (Cement Sand Brick) work will be provided all around the roof slab.
2. P.V.C. rain water pipe for proper drainage from roof.
3. Roof slab will be covered with I.P.S. flooring.
4. One Wooden panelled door will be provided with necessary minimum fittings.

ELECTRICAL INSTALLATIONS :

1. One fan point, three light points and one plug point in drawing and dining space.
2. One fan point, two light points and one plug point in each Bed room on same switch board.
3. Three points each in Toilets and Kitchen (one light, one exhaust and one Geyser point) with four points for Micro Oven & Chimney.
4. All concealed wiring will be I.S. Standard copper wire to be provided.
5. One Power point in kitchen.
6. Two Power points in for Fridge and T.V.
7. One Calling Bell in Flat entrance.
8. One Light point in Flat entrance.
9. A, C point will be provided in master Bed Room.
10. All wire will be Finolex or Havells.

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

SIGNED, SEALED AND DELIVERED

at Kolkata
in the
presence

of: Adilga Narayan Jaiswal

1. ADITYA NARAYAN JAISWAL.
S/O: LAKSHMI NARAYAN JAISWAL
252, A.P.C. ROAD KOL-700006

2. Kabirul Islam
Advocate
High Court, Calcutta

3. Ajay Jaiswal
AJAY JAISWAL
248 A-C, A.P.C. Rd
1st floor, KOLKATA-6

Satyam Narayan Jaiswal
Ashra Devi Jaiswal

Abhinav Narayan Jaiswal

Mala Jaiswal

Jagdish Narayan Jaiswal

Rajni Jaiswal

SIGNATURE OF THE OWNER

GLOBAL CONSTRUCTION

Jurvan Meera
Partner

GLOBAL CONSTRUCTION

Mohammad
Partner

SIGNATURE OF THE DEVELOPER

Drafted By:-

Kabirul Islam

Kabirul Islam
Advocate

High Court, Calcutta
WB/250/1995

MEMO OF CONSIDERATION

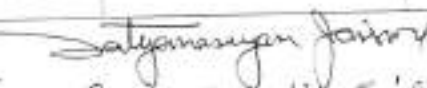
RECEIVED of and from the within named Developer the within mentioned sum of **Rs.28,00,000/- (Rupees Twenty Eight Lacs) only** as a interest free adjustable advance refundable money under this Development Agreement as per Memo of Consideration given hereunder.

Date	Cheque No.	Bank & Branch	Paid to	Amount(Rs.)
12/12/19	226712 to 226719	United Bank of India Shyam Nagar Branch	Jagdish Narayan Jaiswal	3,25,000/-
12/12/19	226715 to 16	United Bank of India Shyam Nagar Branch	Rajni Jaiswal	2,00,000/-
12/12/19	226717 to 18	United Bank of India Shyam Nagar Branch	Lakshmi Narayan Jaiswal	4,30,000/-
12/12/19	Cash	United Bank of India Shyam Nagar Branch	Mala Jaiswal	70,000/-
12/12/19	226719 to 20	United Bank of India Shyam Nagar Branch	Mala Jaiswal	2,00,000/-
12/12/19	226721 to	United Bank of India Shyam Nagar Branch	Satyam Narayan Jaiswal	4,47,000/-
12/12/19	Cash	United Bank of India Shyam Nagar Branch	Satya Narayan Jaiswal	1,12,000/-
12/12/19	226722	United Bank of India Shyam Nagar Branch	Asha Devi Jaiswal	1,00,000/-

WITNESSES :

1. Aditya Narayan Jaiswal
ADITYA NARAYAN JAISWAL
S/O - LAKSHMI NARAYAN JAISWAL
257, A.P.L. ROAD - KOL - 700006.

2. Kabinul Jaleel
Rasuli
High Court, Cuttack.


 Satyam Narayan Jaiswal
 Asha Devi Jaiswal
 Lakshmi Narayan Jaiswal
 Mala Jaiswal
 Jagdish Narayan Jaiswal
 Rajni Jaiswal

SIGNATURE OF THE OWNER

SPECIMEN FORM FOR TEN FINGERPRINTS



S. Jayaraman Jayaram

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



Asha Devi Srikant

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



L. Srinivasan Srinivasan

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



Mala Jayaswal

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

SPECIMEN FORM FOR TEN FINGERPRINTS



Jagdish Narayan Jaiswal

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



Rajni Jaiswal

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



Juvver Khosla

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



Anil Sharma

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

Major Information of the Deed

Deed No :	I-1606-04820/2019	Date of Registration	12/12/2019
Query No / Year	1606-0001846937/2019	Office where deed is registered	
Query Date	02/12/2019 9:24:16 PM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	Kabirul Islam High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL. PIN - 700001. Mobile No : 9831082169, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property Agreement [No of Agreement : 2] [4308] Other than Immovable Property. Receipt [Rs. 35,00,000/-]		
Set Forth value	Market Value		
	Rs. 7,97,68,505/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 35,021/- (Article E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Maniktala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: A. P. C Road, Road Zone : (Vivekananda Road (Ward-15,16) – Sri Arabinda Sarani (On Road)) . . Premises No. 252 . . Ward No: 015 Pin Code : 700006

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	7 Katha 2 Chatak 41 Sq Ft		7,79,19,860/-	Property is on Road
Grand Total :				11.8502Dec	0/-	779,19,860/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3636 Sq Ft.	0/-	17,31,645/-	Structure Type: Structure

Gr. Floor, Area of floor : 1956 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 54 Years, Roof Type: Pucca, Extent of Completion: Complete



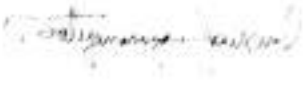


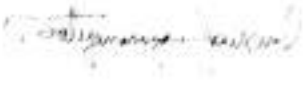


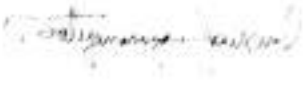


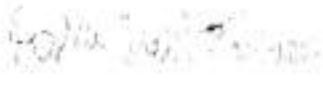


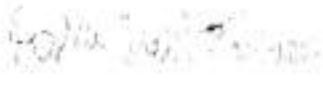


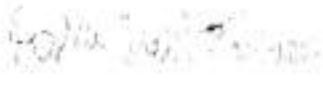


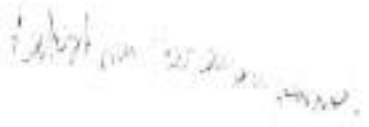


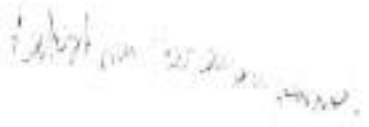


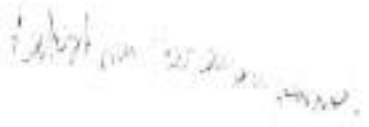
Floor No: 1, Area of floor : 1680 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 54 Years, Roof Type: Pucca, Extent of Completion: Complete

S2	On Land L1	400 Sq Ft.	0/-	1,17,000/-	Structure Type: Structure
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Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tin Shed, Extent of Completion: Complete

Total :		4036 sq ft	0/-	18,48,645/-	
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and Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Satya Narayan Jaiswal Son of Late Chandra Bali Ram Jaiswal Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office </td> <td>  12/12/2019 </td> <td>  L11 12/12/2019 </td> <td>  12/12/2019 </td> </tr> </tbody> </table> <p>252, Acharya Prafulla Chandra Road, P.O:- Beadon Street, P.S:- Maniktala, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ACPPJ8844E, Aadhaar No: 36xxxxxxxx7246, Status: Individual, Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Mr Satya Narayan Jaiswal Son of Late Chandra Bali Ram Jaiswal Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office	 12/12/2019	 L11 12/12/2019	 12/12/2019
Name	Photo	Finger Print	Signature						
Mr Satya Narayan Jaiswal Son of Late Chandra Bali Ram Jaiswal Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office	 12/12/2019	 L11 12/12/2019	 12/12/2019						
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mrs Asha Devi Jaiswal Wife of Mr Satya Narayan Jaiswal Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office </td> <td>  12/12/2019 </td> <td>  L11 12/12/2019 </td> <td>  12/12/2019 </td> </tr> </tbody> </table> <p>252, Acharya Prafulla Chandra Road, P.O:- Beadon Street, P.S:- Maniktala, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700006 Sex: Female, By Caste: Hindu, Occupation: House w Citizen of: India, PAN No.: ACJPJ8653P, Aadhaar No: 23xxxxxxxx2834, Status: Individual, Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Mrs Asha Devi Jaiswal Wife of Mr Satya Narayan Jaiswal Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office	 12/12/2019	 L11 12/12/2019	 12/12/2019
Name	Photo	Finger Print	Signature						
Mrs Asha Devi Jaiswal Wife of Mr Satya Narayan Jaiswal Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office	 12/12/2019	 L11 12/12/2019	 12/12/2019						
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Lakshmi Narayan Jaiswal Son of Late Chandra Bali Ram Jaiswal Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office </td> <td>  12/12/2019 </td> <td>  L11 12/12/2019 </td> <td>  12/12/2019 </td> </tr> </tbody> </table> <p>252, Acharya Prafulla Chandra Road, P.O:- Beadon Street, P.S:- Maniktala, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ACGPJ0505R, Aadhaar No: 37xxxxxxxx9964, Status: Individual, Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Mr Lakshmi Narayan Jaiswal Son of Late Chandra Bali Ram Jaiswal Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office	 12/12/2019	 L11 12/12/2019	 12/12/2019
Name	Photo	Finger Print	Signature						
Mr Lakshmi Narayan Jaiswal Son of Late Chandra Bali Ram Jaiswal Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office	 12/12/2019	 L11 12/12/2019	 12/12/2019						

Name	Photo	Finger Print	Signature
Mrs Mala Jaiswal Wife of Mr. Lakshmi Narayan Jaiswal Executed by: Self, Date of Execution: 12/12/2019 Admitted by: Self, Date of Admission: 12/12/2019, Place: Office	 12/12/2019	 L1 12/12/2019	 12/12/2019

252, Acharya Prafulla Chandra Road, P.O. - Beadon Street, P.S. - Maniktala, Kolkata, District Kolkata, West Bengal, India, PIN - 700006 Sex: Female, By Caste: Hindu, Occupation: Housewife, Citizen of India, PAN No.: BLOPJ04388, Aadhaar No: 38xxxxxxxx8890, Status: Individual.
 Executed by: Self, Date of Execution: 12/12/2019
 Admitted by: Self, Date of Admission: 12/12/2019, Place: Office

Name	Photo	Finger Print	Signature
Mr Jagdish Narayan Jaiswal Son of Late Chandra Bali Ram Jaiswal Executed by: Self, Date of Execution: 12/12/2019 Admitted by: Self, Date of Admission: 12/12/2019, Place: Office	 12/12/2019	 L1 12/12/2019	 12/12/2019

252, Acharya Prafulla Chandra Road, P.O. - Beadon Street, P.S. - Maniktala, Kolkata, District Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: ABMPJ4602N, Aadhaar No: 54xxxxxxxx4614, Status: Individual.
 Executed by: Self, Date of Execution: 12/12/2019
 Admitted by: Self, Date of Admission: 12/12/2019, Place: Office










Name	Photo	Finger Print	Signature
Mrs Rajni Jaiswal Wife of Mr. Jagdish Narayan Jaiswal Executed by: Self, Date of Execution: 12/12/2019 Admitted by: Self, Date of Admission: 12/12/2019, Place: Office	 12/12/2019	 L1 12/12/2019	 12/12/2019

252, Acharya Prafulla Chandra Road, P.O. - Beadon Street, P.S. - Maniktala, Kolkata, District Kolkata, West Bengal, India, PIN - 700006 Sex: Female, By Caste: Hindu, Occupation: housewife, Citizen of India, PAN No.: ABUPJ0495K, Aadhaar No: 66xxxxxxxx7439, Status: Individual.
 Executed by: Self, Date of Execution: 12/12/2019
 Admitted by: Self, Date of Admission: 12/12/2019, Place: Office

Developer Details

Sl No	Name,Address,Photo,Finger print and Signature
1	GLOBAL CONSTRUCTION 83/A H-34 Khudiram Bose Sarani, P.O - Belgachia, P.S - Ultadanga, District -South 24-Parganas, West Bengal, India. PIN - 700037. PAN No - AAPFG7911H, Aadhaar No Not Provided by UIDAI. Status: Organization. Executed by Representative

Representative Details


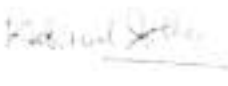
Sl No	Name,Address,Photo,Finger print and Signature												
	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Imran Khan (Presentant) Son of Mr. Younus Ahmed Khan Date of Execution - 12/12/2019, Admitted by: Self, Date of Admission: 12/12/2019, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Dec 12 2019 12:47PM</td> <td>LTI 12/12/2019</td> <td>12/12/2019</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Imran Khan (Presentant) Son of Mr. Younus Ahmed Khan Date of Execution - 12/12/2019, Admitted by: Self, Date of Admission: 12/12/2019, Place of Admission of Execution: Office					Dec 12 2019 12:47PM	LTI 12/12/2019	12/12/2019
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Mr Imran Khan (Presentant) Son of Mr. Younus Ahmed Khan Date of Execution - 12/12/2019, Admitted by: Self, Date of Admission: 12/12/2019, Place of Admission of Execution: Office													
	Dec 12 2019 12:47PM	LTI 12/12/2019	12/12/2019										

4/1/H-12 J.K. Ghosh Road, P.O:- Belgachia, P.S:- Ultadanga, District:-South 24-Parganas, West Bengal, India, PIN - 700037, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India PAN No.: ARSPK6754A, Aadhaar No: 21xxxxxxxx0016 Status: Representative, Representative of GLOBAL CONSTRUCTION (as Partner)

2	Name	Photo	Finger Print	Signature
	Mr Mohammad Shamim Son of Mohd Wakil Date of Execution - 12/12/2019, Admitted by: Self, Date of Admission: 12/12/2019, Place of Admission of Execution: Office			
		Dec 12 2019 12:48PM	LTI 12/12/2019	12/12/2019

1/3, J. K. Ghosh Road, P.O:- Belgachia, P.S:- Ultadanga, District -South 24-Parganas, West Bengal, India, PIN - 700037, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of India PAN No: ETUPS2348Q, Aadhaar No: 67xxxxxxxx0378 Status: Representative, Representative of GLOBAL CONSTRUCTION (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Kabirul Islam Son of Late Sumsho Jaha High Court, Calcutta, P.O - GPO, P.S - Mare Street, Kolkata, District -Kolkata, West Bengal, India. PIN - 700001			
	12/12/2019	12/12/2019	12/12/2019

Identifier Of Mr Satya Narayan Jaiswal, Mrs Asha Devi Jaiswal, Mr Lakshmi Narayan Jaiswal, Mrs Mala Jaiswal, Mr Jagdish Narayan Jaiswal, Mrs Rajni Jaiswal, Mr Imran Khan, Mr Mohammad Shamim

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Satya Narayan Jaiswal	GLOBAL CONSTRUCTION-1.97503 Dec
2	Mrs Asha Devi Jaiswal	GLOBAL CONSTRUCTION-1.97503 Dec
3	Mr Lakshmi Narayan Jaiswal	GLOBAL CONSTRUCTION-1.97503 Dec
4	Mrs Mala Jaiswal	GLOBAL CONSTRUCTION-1.97503 Dec
5	Mr Jagdish Narayan Jaiswal	GLOBAL CONSTRUCTION-1.97503 Dec
6	Mrs Rajni Jaiswal	GLOBAL CONSTRUCTION-1.97503 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Satya Narayan Jaiswal	GLOBAL CONSTRUCTION-672.66666700 Sq Ft
2	Mrs Asha Devi Jaiswal	GLOBAL CONSTRUCTION-672.66666700 Sq Ft
3	Mr Lakshmi Narayan Jaiswal	GLOBAL CONSTRUCTION-672.66666700 Sq Ft
4	Mrs Mala Jaiswal	GLOBAL CONSTRUCTION-672.66666700 Sq Ft
5	Mr Jagdish Narayan Jaiswal	GLOBAL CONSTRUCTION-672.66666700 Sq Ft
6	Mrs Rajni Jaiswal	GLOBAL CONSTRUCTION-672.66666700 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Mr Satya Narayan Jaiswal	GLOBAL CONSTRUCTION-66.66666700 Sq Ft
2	Mrs Asha Devi Jaiswal	GLOBAL CONSTRUCTION-66.66666700 Sq Ft
3	Mr Lakshmi Narayan Jaiswal	GLOBAL CONSTRUCTION-66.66666700 Sq Ft
4	Mrs Mala Jaiswal	GLOBAL CONSTRUCTION-66.66666700 Sq Ft
5	Mr Jagdish Narayan Jaiswal	GLOBAL CONSTRUCTION-66.66666700 Sq Ft
6	Mrs Rajni Jaiswal	GLOBAL CONSTRUCTION-66.66666700 Sq Ft

Endorsement For Deed Number : I - 160604820 / 2019

09-12-2019

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. 7,97,68,505/-

Kaushik Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A D S R, SEALDAH
South 24-Parganas, West Bengal

On 12-12-2019

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 43 (g) of Indian Stamp Act 1899

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

Presented for registration at 12.02 hrs on 12-12-2019, at the Office of the A D S R, SEALDAH by Mr Imran Khan

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

Execution is admitted on 12/12/2019 by 1. Mr Satya Narayan Jaiswal, Son of Late Chandra Bali Ram Jaiswal, 252 Acharya Prafulla Chandra Road, P.O. Beadon Street, Thana Maniktala, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business. 2 Mrs Asha Devi Jaiswal, Wife of Mr Satya Narayan Jaiswal, 252, Acharya Prafulla Chandra Road, P.O. Beadon Street, Thana Maniktala, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession House wife. 3 Mr Lakshmi Narayan Jaiswal, Son of Late Chandra Bali Ram Jaiswal, 252, Acharya Prafulla Chandra Road, P.O. Beadon Street, Thana Maniktala, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste hindu, by Profession Business. 4 Mrs Mala Jaiswal, Wife of Mr Lakshmi Narayan Jaiswal, 252, Acharya Prafulla Chandra Road, P.O. Beadon Street, Thana Maniktala, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste hindu, by Profession House wife. 5 Mr Jagdish Narayan Jaiswal, Son of Late Chandra Bali Ram Jaiswal, 252 Acharya Prafulla Chandra Road, P.O. Beadon Street, Thana Maniktala, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business. 6 Mrs Rajni Jaiswal, Wife of Mr Jagdish Narayan Jaiswal, 252, Acharya Prafulla Chandra Road, P.O. Beadon Street, Thana Maniktala, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession House wife

Identified by Mr Kabirul Islam, Son of Late Sumsho Joha, High Court, Calcutta, P.O. GPO, Thana Hare Street, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

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

Execution is admitted on 12-12-2019 by Mr Imran Khan, Partner, GLOBAL CONSTRUCTION (Partnership Firm), 83/AH/34, Khudiram Bose Sarani, P.O - Belgachia, P.S - Ultadanga, District - South 24-Parganas, West Bengal, India, PIN - 700037

Identified by Mr Kabirul Islam, Son of Late Sumsho Joha, High Court, Calcutta, P.O. GPO, Thana Hare Street, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Execution is admitted on 12-12-2019 by Mr Mohammad Shamim, Partner, GLOBAL CONSTRUCTION (Partnership Firm), 83/AH/34, Khudiram Bose Sarani, P.O - Belgachia, P.S - Ultadanga, District - South 24-Parganas, West Bengal, India, PIN - 700037

Identified by Mr Kabirul Islam, Son of Late Sumsho Joha, High Court, Calcutta, P.O. GPO, Thana Hare Street, City/Town KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs. 35,021/- (B = Rs. 35,000/- E = Rs. 21/-) and
Registration Fees paid by Cash Rs. 0/- by online = Rs. 35,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/12/2019 1:34PM with Govt. Ref. No. 192019200114998671 on 11-12-2019, Amount Rs. 35,021/-, Bank
United Bank (UTBIDDOCH175), Ref. No. 16898769 on 11-12-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs. 5,000/-
by online = Rs. 70,021/-
Description of Stamp
* Stamp Type impressed Serial no 150527, Amount: Rs. 5,000/-, Date of Purchase: 10/12/2019, Vendor name
Sutanjan Mukherjee
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/12/2019 1:34PM with Govt. Ref. No. 192019200114998671 on 11-12-2019, Amount Rs. 70,021/-, Bank
United Bank (UTBIDDOCH175), Ref. No. 16898769 on 11-12-2019, Head of Account 0030-02-103-003-02

Kaushik Ray
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SEALDAH
South 24-Parganas, West Bengal