

4934/2020

I-4692/2020



पश्चिम बंगाल WEST BENGAL

46AB 547167

Shash

2001272939/2020

14/10/2020

12.00 pm

Additional Registrar of Assurances-IV, Kolkata.

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Shash
Additional Registrar
of Assurances-IV, Kolkata
17 OCT 2020

DEVELOPMENT AGREEMENT

1. Date: 14th October, 2020

2. Place: Kolkata

3. Parties:

Biswasank Agarwal.

Aska Banka.

Sanjay Agarwal

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19 AUG 2020

OL. NO. 9888 DATE _____
NAME _____
ADD. _____
CMT. 10

SAHA & RAY
ADVOCATES
70, K. S. ROY ROAD
KOLKATA.

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14001 0121





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

GRN: 19-202021-011330300-1

Payment Mode Online Payment

GRN Date: 12/10/2020 16:30:39

Bank : State Bank of India

BRN : CKO0992005

BRN Date: 12/10/2020 16:34:01

DEPOSITOR'S DETAILS

Id No. : 2001272939/2/2020
[Query No./Query Year]

Name : SAHA AND RAY

Contact No. :

Mobile No. : +91 8482063816

E-mail :

Address : ROOM NO5AB 5TH FLOOR 7CKSROY ROAD KOL1

Applicant Name : Mr Saha And Ray

Office Name :

Office Address :

Status of Depositor : Solicitor firm

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	2001272939/2/2020	Property Registration- Stamp duty	0030-02-103-003-02	10000
2	2001272939/2/2020	Property Registration- Registration Fees	0030-03-104-001-16	21

In Words : Rupees Ten Thousand Forty One only

Total

10041

- 3.1 **Asha Banka**, wife of Satish Prasad Banka, by faith Hindu, by nationality Indian, by occupation Housewife, residing at BL-II, Sector II, Kolkata-700091, Post Office Bidhannagar, Police Station North Bidhannagar, District North 24 Parganas, West Bengal [PAN ADAPA1165F]
- 3.2 **Sajjan Agarwal**, son of Biswanath Agarwal, by faith Hindu, by nationality Indian, by occupation Business, residing at CD-114, Salt Lake City, Sector-I, Kolkata-700064, Post Office Bidhannagar, Police Station North Bidhannagar, District North 24 Parganas, West Bengal [PAN ADHPA0756B]

(collectively **Owners**, includes successors-in-interest)

And

- 3.3 **Biswanath Constructions Private Limited**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 132/1A, Raja Rammohan Sarani, Kolkata-700009, Post Office Raja Rammohan Sarani, Police Station Muchipara, District Kolkata, West Bengal (PAN AADCB2665E), represented by its Director, **Biswanath Agarwal**, son of Late Kedarnath Agarwal, by faith Hindu, by nationality Indian, by occupation Business, residing at Block CD 114, Sector I, Salt Lake, Kolkata-700064, Post Office Bidhannagar, Police Station North Bidhannagar, District North 24 Parganas, West Bengal (PAN JDGPA9847C)

(**Developer**, includes successors-in-interest and/or assigns).

Owners and Developer individually **Party** and collectively **Parties**.

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

4. Background

- 4.1 **Ownership of Said Property:** The Owners are the absolute and undisputed owners and possessor of land measuring 46 (forty six) decimal equivalent to 27.8300 (twenty seven point eight three zero zero) *cottah*, more or less, **together with** pacca structure measuring 166 (one hundred and sixty six) square feet, erected thereon, comprised in R.S./L.R. *Dag* No. 595, recorded in L.R. *Khatian* Nos. 7561 & 7562, *Mouza* Galsi, J.L. No.64, Police Station Galsi, PIN -713406, within the limits of Galsi *Gram Panchayet*, Additional District Sub-Registration Office Galsi, District Burdwan, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and more fully described in the **Schedule** below (**Said Property**), free from all encumbrances.
- 4.2 **Owners' Representations:** The Owners have represented and warranted to the Developer that (1) the right, title and interest of the Owners in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lis pendens* (2) the Owners shall ensure that the Owners' title to the Said Property continues to remain marketable and free from all encumbrances till completion of development (3) the Owners have not entered into any agreement for sale or lease or transfer or development of the Said Property with any person or entity (4) the Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or

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otherwise (5) the Owners have full right, power and authority to enter into this Agreement and (6) the Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.

4.3 **Developer's Representations:** The Developer has represented and warranted to the Owners that (1) the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field (2) the Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property and (3) the Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

4.4 **Grant of Development Right:** Based on the mutual representations made by the Parties to each other as aforesaid, the Owners have agreed to grant to the Developer development rights of the Said Property, by virtue of which the Developer shall be entitled to construct and commercially exploit new residential and commercial buildings (collectively **New Buildings**) on the Said Property (**Project**) on the basis of the sanctioned building plans (**Sanctioned Plans**, which includes all sanctioned/permmissible modifications to be made thereto by the Developer, if any, from time to time) from Galsi Gram Panchayet and other concern authorities (collectively **Planning Authorities**) and prepared by Messieurs Shelter (**Architect**).

4.5 **Recording of Terms:** The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.

5. Appointment and Commencement

5.1 **Appointment:** The Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.

5.2 **Commencement:** 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 all obligations of the Parties towards each other stand fulfilled and performed.

6. Sanction and Construction

6.1 **Sanctioned Plans:** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction and/or modification and/or extension and/or addition of the Sanctioned Plans to ensure that full potential of FAR of the Said Property is utilized for construction of the New Buildings. It is clarified that the Developer shall be responsible for obtaining all approvals of any nature whatsoever needed for the Project (including final sanction of the Sanctioned Plans and Completion Certificate).

6.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.

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- 6.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Buildings in accordance with the Sanctioned Plans.
- 6.4 **Common Portions:** The Developer shall at its own costs install and erect in the New Buildings, common areas, amenities and facilities such as stairways, lifts, generators, passages, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**). The Owners confirm that they have no objection to this and the Developer shall be free to do anything that the Developer deems fit and proper in this regard.
- 6.5 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotation, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 6.6 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage.
- 6.7 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all co-operation that may be necessary for successful completion of the Project.
7. **Possession**
- 7.1 **Possession of Said Property:** At or before the execution of this Agreement, the Owners have delivered vacant and peaceful possession of the Said Property to the Developer for carrying out the Project, which the Developer hereby admits and acknowledges.
8. **Powers and Authorities**
- 8.1 **Power of Attorney:** Simultaneously herewith, the Owners shall grant to the Developer and/or its nominees necessary a registered Power of Attorney relating to the Said Property (1) for the purpose of getting the Plans sanctioned/revalidated/modified/alterd/extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings and (2) for construction of the New Buildings and booking and sale of the flats and spaces in the New Buildings (collectively **Units**) to prospective purchasers (collectively **Intending Purchasers**).
- 8.2 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

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9. Owners' Consideration

- 9.1 **Owners' Entitlement:** The Owners shall collectively be entitled to 15% (fifteen percent) of the gross revenue/sale proceeds of the Units of the project (**Owners' Entitlement**).

10. Developer's Consideration

- 10.1 **Developer's Entitlement:** The Developer shall be entitled to 85% (eighty five percent) of the gross revenue/sale proceeds of the Units of the Project (**Developer's Entitlement**).

11. **Sale of Project:** The entirety of the Project shall be sold by the Developer. The basic terms and conditions for such sale are (1) the sale price for sale of the Units of the Project shall be decided by the Developer at its sole discretion and (2) all sale realizations accruing from the Owners' Entitlement of the Project shall be deposited in a separate escrow account (**Project Escrow Account**) and the Owners' Entitlement and the Developer's Entitlement shall be paid to the Owners and the Developer, respectively through the Project Escrow Account.

12. Obligations of Developer

- 12.1 **Compliance with Laws:** The development shall commence as per the Sanctioned Plans, schemes, rules, regulations, by-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever. The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible and liable to all authorities concerned and to the Intending Purchasers for any loss or for any claim arising from such development and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 12.2 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architect, professional bodies, contractors, etc.
- 12.3 **Deposits in Project Escrow Account:** The Developer hereby undertakes, agrees and covenants with the Owners to deposit all sale realizations accruing from the Owners' Entitlement in the Project Escrow Account.

13. Obligations of Owners

- 13.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 13.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

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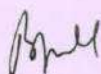
- 13.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documents and information relating to the Said Property as may be required by the Developer from time to time.
- 13.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 13.5 **No Obstruction in Construction:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 13.6 **No Dealing with Said Property:** The Owners hereby covenant not to let out, grant lease, mortgage, charge and/or transfer the Said Property or any portions thereof, without the express consent and confirmation of the Developer.
- 13.7 **Execution of Sale Agreements, Conveyances etc.:** The Owners hereby covenant that the Owners, at the request of the Developer, shall execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the New Buildings in favour of the Intending Purchasers and the Owners shall not claim and/or raise any demand of any nature whatsoever including monetary demand from the Developer and/or the Intending Purchasers.
- 13.8 **No Objection to the Developer and/or the Intending Purchasers in Obtaining Loan by Mortgaging the Said Property/Units:** The Owners hereby covenant that (1) the Developer shall be entitled to obtain construction loan from any financial institution by mortgaging the Said Property and/or any part thereof and (2) the Intending Purchasers shall also be entitled to obtain loan from any financial institution by mortgaging their respective Units in the Said Property.
- 14. Taxes and Outgoings**
- 14.1 **Relating to Period Prior to Execution of Development Agreement:** All municipal taxes, land revenue and outgoings (collectively **Taxes**) on the Said Property relating to the period till the date of the Development Agreement, whether as yet demanded or not, shall be borne, paid and discharged by the Owners. It is made specifically clear that all Taxes outstanding upto such date shall remain the liability of the Owners and such dues shall be borne and paid by the Owners as and when called upon by any statutory authority.
- 14.2 **Relating to Period After Execution of Development Agreement:** All Taxes on the Said Property relating to the period after the date of Development Agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all Taxes outstanding for the aforesaid period shall remain the liability of the Developer and such dues shall be borne and paid by the Developer.
- 15. Miscellaneous**
- 15.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.

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- 15.2 **Essence of the Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 15.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 15.4 **No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 15.5 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 15.6 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project 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 Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake 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 Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 15.7 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 15.8 **Name of Project:** The name of the Project shall be "*Galsi Enclave*".
- 15.9 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, written or oral and express or implied.
- 15.10 **Headings:** In this Agreement, headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
- 16. Defaults**
- 16.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.
- 17. Force Majeure**
- 17.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood,




lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

- 17.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

18. Severance

- 18.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 18.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
- 18.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

19. Reservation of Rights

- 19.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof.
- 19.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

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20. Notice

20.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Director of the Owners.

21. Arbitration

21.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavor to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

21.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

21.3 **Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:

21.3.1 **Appointment by Owners:** 1 (one) Arbitrator to be appointed by the Owners.

21.3.2 **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.

21.3.3 **Chairman:** The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.

21.4 **Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:

21.4.1 **Place:** The place of arbitration shall be Kolkata only.

21.4.2 **Language:** The language of the arbitration shall be English.

21.4.3 **Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

21.4.4 **Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

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21.4.5 **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

22. Jurisdiction

22.1 **District Judge:** In connection with the aforesaid arbitration proceedings, only the District Judge of the district Burdwan in which the Said Property is situated shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

Schedule (Said Property)

Land measuring 46 (forty six) decimal equivalent to 27.8300 (twenty seven point eight three zero zero) *cottah*, more or less, **together with** pacca structure measuring 166 (one hundred and sixty six) square feet, erected thereon comprised in R.S./L.R. Dag No. 595, recorded in L.R. *Khatian* Nos. 7561 & 7562, *Mouza Galsi*, J.L. No.64, Police Station Galsi, PIN -713406, within the limits of *Galsi Gram Panchayet*, Additional District Sub-Registration Office Galsi, District Burdwan, delineated on the **Plan** annexed hereto and bordered in colour **Red** thereon and butted and bounded as follows:

On the South : By Plot No. 593/594;
On the North : By Road; 30ft
On the East : By Plot No. 596;
On the West : By Plot No. 591.

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Assurman Pk
Ashor Banko
Sajjan Aggarwal

23. Execution and Delivery

23.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Asha Banka.

[Asha Banka]

Sajjan Agarwal

[Sajjan Agarwal]

[Owners]

Biswanath Constructions Pvt. Ltd

Biswanath Agarwal.

Biswanath Constructions Private Limited

represented by its Director

Biswanath Agarwal

[Developer]

Drafted by:

Debasmita Saha

F/ 301/162/2018

Advocate, High Court At Calcutta

Witnesses:

Signature

[Signature]

Name

Subrata Saha

Father's Name

G. Saha

Address

7C, K.S. Roy Road

Kolkata - 700009

Signature

[Signature]

Name

Swapan Kar

Father's Name

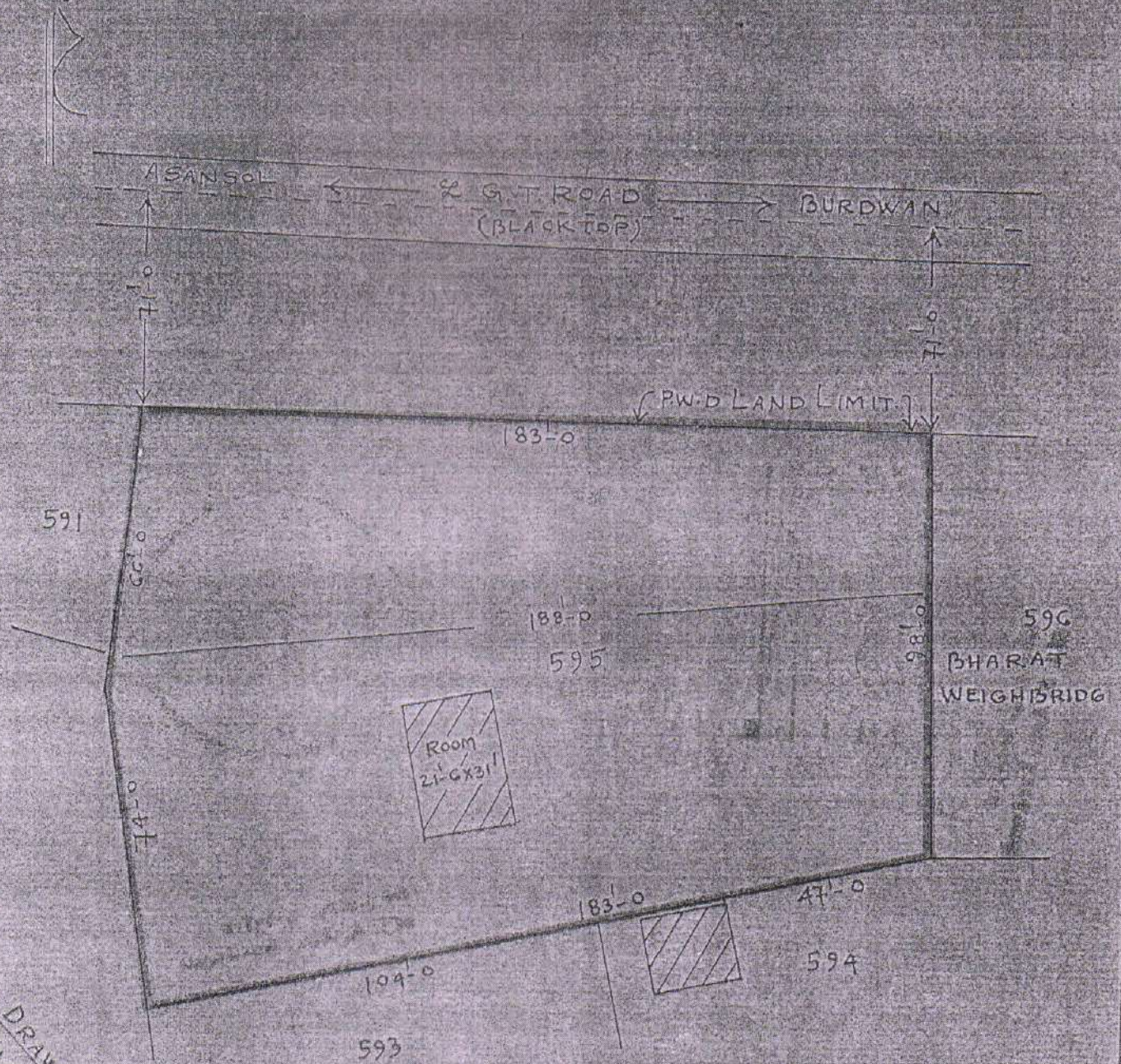
R.N. Kar

Address

7C, K.S. Roy Road

Kolkata, Jookey

District - Burdwan, Thana - Gatsi, Mouza Gatsi, LAND 64, PIN - 713406
Dag NO. 595




































DRAWN BY
K.B. TALUKDAR
12-7-2000

PROBATE COMMISSIONER
Burdwan

Asha Banka
Sajjan Agarwal

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	<i>Ast</i> Asha Banka.					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	Sajjan Agarwal					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						
	Biswanath Agarwal					
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
Thumb	Fore	Middle	Ring	Little		
(Right Hand)						

Dated this 14th day of October, 2020

Between

Asha Banka & Anr.
... Owners

And

Biswanath Constructions Private Limited
... Developer

DEVELOPMENT AGREEMENT

R.S./L.R. Dag No. 595
L.R. Khatian Nos. 7561 & 7562
Mouza Galsi, Police Station Galsi
PIN -713406

Saha & Ray
Advocates
3A/1, 3rd Floor
Hastings Chambers
7C, Kiran Shankar Roy Road
Kolkata-700001

Major Information of the Deed

Deed No :	I-1904-04692/2020	Date of Registration	14/10/2020
Query No / Year	1904-2001272939/2020	Office where deed is registered	
Query Date	05/10/2020 4:49:58 PM	1904-2001272939/2020	
Applicant Name, Address & Other Details	Saha And Ray 7c, K S Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9903844131, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 83,06,118/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,030/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks			

Land Details :



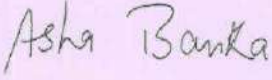



District: Burdwan, P.S:- Galsi, Gram Panchayat: GALSI, Mouza: Galsi, JI No: 64, Pin Code : 713406

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-595 (RS -)	LR-7561	Bastu	Petrol Pump	46 Dec		81,19,368/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
Grand Total :					46Dec	0/-	81,19,368 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	166 Sq Ft.	0/-	1,86,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 166 Sq Ft., Semi Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca. Extent of Completion: Complete					
Total :		166 sq ft	0/-	1,86,750 /-	



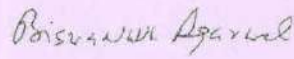
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Asha Banka Wife of Satish Prasad Banka Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office	Photo 	Finger Print 	Signature 
	14/10/2020	LTI 14/10/2020	14/10/2020	
BL II, Block/Sector: II, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700091 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ADxxxxxx5F, Aadhaar No: 79xxxxxxxx5130, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office				
2	Name Sajjan Agarwal Son of Biswanath Agarwal Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office	Photo 	Finger Print 	Signature 
	14/10/2020	LTI 14/10/2020	14/10/2020	
CD-114, Salt Lake City, Block/Sector: I, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700064 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx6B, Aadhaar No: 54xxxxxxxx1515, Status :Individual, Executed by: Self, Date of Execution: 14/10/2020 , Admitted by: Self, Date of Admission: 14/10/2020 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Biswanath Constructions Private Limited 132/1A, Raja Rammohan Sarani, P.O:- Raja Rammohan Sarani, P.S:- Muchipara, District:-Kolkata, West Bengal, India, PIN - 700009 , PAN No.:: AAxxxxxx5E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Biswanath Agarwal (Presentant) Son of Late Kedarnath Agarwal Date of Execution - 14/10/2020, , Admitted by: Self, Date of Admission: 14/10/2020, Place of Admission of Execution: Office	 <small>Oct 14 2020 12:22PM</small>	 <small>LTI 14/10/2020</small>	 <small>14/10/2020</small>
114, Sector I, Salt Lake, Block/Sector: CD, P.O:- Bidhannagar, P.S:- North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700064, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx7C, Aadhaar No: 93xxxxxxxx4722 Status : Representative, Representative of : Biswanath Constructions Private Limited (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Swapan Kar Son of R N Kar 96/1 Rajdanga School Road, P.O:- E KTP, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700107	 <small>14/10/2020</small>	 <small>14/10/2020</small>	 <small>14/10/2020</small>
Identifier Of Asha Banka, Sajjan Agarwal, Biswanath Agarwal			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Asha Banka	Biswanath Constructions Private Limited-34.5 Dec
2	Sajjan Agarwal	Biswanath Constructions Private Limited-11.5 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Asha Banka	Biswanath Constructions Private Limited-166.00000000 Sq Ft

Land Details as per Land Record

District: Burdwan, P.S:- Galsi, Gram Panchayat: GALSI, Mouza: Galsi, JI No: 64, Pin Code : 713406

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 595, LR Khatian No.- 7561	Owner:সজন আগরওয়াল, Gurdian:বিশ্বনা আগরওয়া, Address:নিজ , Classification:শালি, Area:0.11000000 Acre,	Asha Banka

On 14-10-2020

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

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

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

Presented for registration at 12:00 hrs on 14-10-2020, at the Office of the A.R.A. - IV KOLKATA by Biswanath Agarwal

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 83,06,118/-

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

Execution is admitted on 14/10/2020 by 1. Asha Banka, Wife of Satish Prasad Banka, BL II, Sector: II, P.O: Bidhannagar, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by Profession House wife, 2. Sajjan Agarwal, Son of Biswanath Agarwal, CD-114, Salt Lake City, Sector: I, P.O: Bidhannagar, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu, by Profession Business

Indetified by Swapan Kar, , Son of R N Kar, 96/1 Rajdanga School Road, P.O: EKTP, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by profession Service

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

Execution is admitted on 14-10-2020 by Biswanath Agarwal, DIRECTOR, Biswanath Constructions Private Limited (Private Limited Company), 132/1A, Raja Rammohan Sarani, P.O:- Raja Rammohan Sarani, P.S:- Muchipara, District:- Kolkata, West Bengal, India, PIN - 700009

Indetified by Swapan Kar, , Son of R N Kar, 96/1 Rajdanga School Road, P.O: EKTP, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700107, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- , I = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 80/-, by online = Rs 21/-


Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/10/2020 4:34PM with Govt. Ref. No: 192020210113303001 on 12-10-2020, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKO0992005 on 12-10-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 10,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 9888, Amount: Rs.10/-, Date of Purchase: 19/08/2020, Vendor name: M GHOSH
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/10/2020 4:34PM with Govt. Ref. No: 192020210113303001 on 12-10-2020, Amount Rs: 10,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKO0992005 on 12-10-2020, Head of Account 0030-02-103-003-02



Srijani Ghosh

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2020, Page from 275118 to 275154
being No 190404692 for the year 2020.



Digitally signed by SRIJANI GHOSH
Date: 2020.10.20 16:47:03 +05:30
Reason: Digital Signing of Deed.

(Srijani Ghosh) 2020/10/20 04:47:03 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)