

7395

2-2389/21



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

L 487981

2/1119326/21

16/7/21

Certified that the document is admitted to registration. The signature sheet / sheet's & the endorsement sheet's attached with this document's are the part of this document.

Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

23 JUL 2021

DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY

1. Date: 16/07/2021
2. Place: Kolkata
3. Parties:

Cont.....

No. 233
Date 09.07.2021
Sold to B.N. Bhasin, J.W.
Address: Sevidon, ee'n's court
Kee-4,
Vender.. Sealdah Civil Court
(ALOKA MUKHERJEE)



- Rakesh Kumar Jaiswal



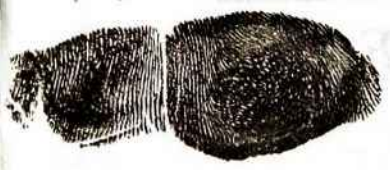
5764

- Rakesh Kumar Jaiswal



5773

- Bobby Ashroofy.



5774

- Serzima Bibi



5775

- Masuda Khatun. (M. Khatun)



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

16 JUL 2021



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

GRN Details

GRN: 192021220028277741 Payment Mode: Online Payment
GRN Date: 09/07/2021 17:21:32 Bank/Gateway: State Bank of India
BRN : IK0BECGJC1 BRN Date: 09/07/2021 17:07:28
Payment Status: Successful Payment Ref. No: 2001119326/8/2021
[Query No*/Query Year]

Depositor Details

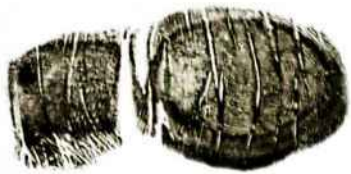
Depositor's Name: RAKESH KUMAR JAISWAL
Address: AE-6, RABINDRAPALLY, KRISHNAPUR, KOL-101
Mobile: 9674174110
Depositor Status: Buyer/Claimants
Query No: 2001119326
Applicant's Name: Mr BHASKAR CHONGDER
Identification No: 2001119326/8/2021
Remarks: Sale, Development Agreement or Construction agreement Payment No 8

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001119326/8/2021	Property Registration- Stamp duty	0030-02-103-003-02	19570
2	2001119326/8/2021	Property Registration- Registration Fees	0030-03-104-001-16	28
			Total	19598

IN WORDS: NINETEEN THOUSAND FIVE HUNDRED NINETY EIGHT ONLY.

3.1. (1) **BOBBY ASHROFY**(PAN-BRWPA5635B) (AADHAAR NO. 438356319763) wife of Rabiul Haque, daughter of Mohammad Abdus Salam Siddique, by faith-Muslim, by nationality – Indian, by occupation-House-wife, residing at Katwa Circus Maidan, Vidyasagar Pally, Post Office- Katwa, Police Station- Katwa, Pin- 713130, Dist. Purba Burdwan, State- West Bengal (2) **SERJINA BIBI** (PAN- BNNPB4664E) (AADHAAR NO. 508866983414) wife of Maher Ali Sekh daughter of Sirajul Islam, by faith-Muslim, by nationality – Indian, by occupation- House-wife, residing at Nasipur, Post Office- Bhagyabantapur, Police Station- Kaliganj, Pin- 713130, Dist. Nadia, State- West Bengal, (3) **MASUDA KHATUN** (PAN- COVPK5772E) (AADHAAR NO. 439462774128) wife of Ajjur Rahaman, daughter of Nazrul Islam Mandal, by faith-Muslim, by nationality – Indian, by occupation- Housewife, residing at Bahir Sarbamangala Mathpara, Najrulpally, Post Office and Police Station- Burdwan, Pin- 713101, Dist. Burdwan, State- West Bengal,(4) **BILKISH BEGAM** (PAN- BHLPB0756R) (AADHAAR NO. 235304181375) wife of Kazi Firoz Ahamed, daughter of Kazi Omar Ali, by faith-Muslim, by nationality – Indian, by occupation- Housewife, residing at Katwa Circus Maidan, Vidyasagar Pally, Post Office- Katwa, Police Station- Katwa, Pin- 713130, Dist. Purba Barddhaman, State- West Bengal, (5) **RUPA KHATUN**(PAN- KEAPK7836G) (AADHAAR NO. 717801966083) wife of Md. Robiul Islam daughter of Habibur Rahaman, by faith-Muslim, by nationality – Indian, by occupation- House-wife, residing at Sauntalpara, Post Office- Manikchak, Police Station- Lalgola, Pin- 742148, Dist. Murshidabad, State- West Bengal, (6) **IRANI BEGUM @ IRANI BEGAM** (PAN- DSUPB3889P) (AADHAAR NO. 722163347097) wife of Sk. Sumsuzzaman daughter of Majed Ali Mondal, by faith- Muslim, by nationality –



5776

Bilkish Begam



5777

- Rupa Khatun



5778

- Girani Begam



5779

- SK Najibul Haque



5780

- Nahida Lata



5787

Bhaskar Chongder
sp Amal Chongder
vii - Khairon, Khosarpur
mmta to wroahy Pin 711401



Additional District Sub-Registrar
Rajarhat, New Town, North 24-Pgs.

16 JUL 2021

Indian, by occupation- House-wife, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal, (7) **SK. NAJIBUL HAQUE**(PAN- AHSPH3402L) (AADHAAR NO. 325242649042) son of Late Sekh Asgar Ali, by faith- Muslim, by nationality – Indian, by occupation- Service, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal,(8) **NAHIDA LATA @ NAHIDA LATA SK.** (PAN- AIEPL1588J) (AADHAAR NO. 354136451414) wife of Sk. Najibul Haque daughter of Mojammel Mondal, by faith- Muslim, by nationality – Indian, by occupation- House-wife, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal, hereinafter referred to as the **“LANDOWNERS”** (which expressions shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators, legal representative and assigns) of the **FIRST PART**.

AND

3.2. **BALAJI GROUP**, a Proprietorship firm having its registered Office at 227, Barowaritala, Krishnapur, Police Station - Baguiati, P.O- Krishnapur, Kolkata- 700102, Dist. North 24 PGS and represented by its Proprietor **RAKESH KUMAR JAISWAL**(PAN NO. AESPJ0780Q) (AADHAAR NO. 513432226114) S/o Late Bhagwan Prasad Jaiswal, by faith-Hindu, by nationality – Indian, by occupation- Business, residing at Flat No. 1, 2nd Floor, BIDEESHA APARTMENT, being Premises No. AE-6, Rabindrapally, Krishnapur, Police Station - Baguiati, P.O- Prafullakanan, Kolkata- 700101, Dist. North 24 PGS, hereinafter referred to as the **“DEVELOPER”** (which

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expressions shall unless excluded by or repugnant to the context be deemed to include its heirs executors, administrators and legal representatives) of the SECOND PART.

Landowners and Developer Collectively Parties

NOW THIS DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY WITNESSES, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS:

4. SUBJECT MATTER OF DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY:

Development : Development and commercial exploitation of the **ALL THAT** piece and parcel of sali land measuring 8 (eight) Cottahs to be little more or less equivalent to 13 (thirteen) Satak more or less lying and situates under Mouza- Baligori, J.L No. 34, L.R. Khatian No. formerly 472 presently 1766, 1767, 1768, 1769, 1770, 1771, 1772 and 1773, C.S. Dag No. 602, R.S and L.R. Dag No.618, Police Station – Newtown, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, described in the First Schedule below (hereinafter referred to as the Property).

4.1. DEFINITION /CLASSIFICATION:-

4.1.1. LANDOWNERS shall mean and include (1) BOBBY ASHROFY(PAN-BRWPA5635B) (AADHAAR NO. 438356319763) wife of Rabiul Haque,
Cont.....

daughter of Mohammad Abdus Salam Siddique, by faith-Muslim, by nationality – Indian, by occupation-House-wife, residing at Katwa Circus Maidan, Vidyasagar Pally, Post Office- Katwa, Police Station- Katwa, Pin- 713130, Dist. Purba Burdwan, State- West Bengal (2) **SERJINA BIBI** (PAN- **BNNPB4664E**) (AADHAAR NO. 508866983414) wife of Maher Ali Sekh daughter of Sirajul Islam, by faith-Muslim, by nationality – Indian, by occupation- House-wife, residing at Nasipur, Post Office- Bhagyabantapur, Police Station- Kaliganj, Pin- 713130, Dist. Nadia, State- West Bengal, (3) **MASUDA KHATUN** (PAN- **COVPK5772E**) (AADHAAR NO. 439462774128) wife of Ajijur Rahaman, daughter of Nazrul Islam Mandal, by faith-Muslim, by nationality – Indian, by occupation- Housewife, residing at Bahir Sarbamangala Mathpara, Najrulpally, Post Office and Police Station- Burdwan, Pin- 713101, Dist. Burdwan, State- West Bengal,(4) **BILKISH BEGAM** (PAN- **BHLPB0756R**) (AADHAAR NO. 235304181375) wife of Kazi Firoz Ahamed, daughter of Kazi Omar Ali, by faith-Muslim, by nationality – Indian, by occupation- Housewife, residing at Katwa Circus Maidan, Vidyasagar Pally, Post Office- Katwa, Police Station- Katwa, Pin- 713130, Dist. Purba Barddhaman, State- West Bengal, (5) **RUPA KHATUN**(PAN- **KEAPK7836G**) (AADHAAR NO. 717801966083) wife of Md. Robiul Islam daughter of Habibur Rahaman, by faith-Muslim, by nationality – Indian, by occupation- House-wife, residing at Sauntalpara, Post Office- Manikchak, Police Station- Lalgola, Pin- 742148, Dist. Murshidabad, State- West Bengal, (6) **IRANI BEGUM @ IRANI BEGAM** (PAN- **DSUPB3889P**) (AADHAAR NO. 722163347097) wife of Sk. Sumsuzzaman daughter of Majed Ali Mondal, by faith- Muslim, by nationality – Indian, by occupation- House-wife, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal, (7) **SK. NAJIBUL HAQUE**(PAN-

AHSPH3402L) (AADHAAR NO. 325242649042) son of Late Sekh Asgar Ali, by faith- Muslim, by nationality – Indian, by occupation- Service, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal,(8) **NAHIDA LATA @ NAHIDA LATA SK.** (PAN- AIEPL1588J) (AADHAAR NO. 354136451414) wife of Sk. Najibul Haque daughter of Mojammel Mondal, by faith- Muslim, by nationality – Indian, by occupation- House-wife, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal, their legal heirs, executors, administrators and assigns and legal representatives.

4.1.2 **DEVELOPER** shall mean **BALAJI GROUP**, a Proprietorship firm having its registered Office at 227, Barowaritala, Krishnapur, Police Station - Baguiati, P.O- Krishnapur, Kolkata- 700102, Dist. North 24 PGS and represented by its Proprietor **RAKESH KUMAR JAISWAL**(PAN NO. **AESPJ0780Q**) (AADHAAR NO. **513432226114**)S/o Late Bhagwan Prasad Jaiswal,by faith-Hindu, by nationality – Indian, by occupation- Business, residing at Flat No. 1, 2nd Floor, **BIDEESHA APARTMENT**, being Premises No. AE-6, Rabindrapally, Krishnapur, Police Station - Baguiati, P.O- Prafullakanan, Kolkata- 700101, Dist. North 24 PGS.

4.1.3 **ARCHITECT** shall mean any person or firm appointed or nominated by the Developer to prepare building plan and after obtaining sanctioned building plan the supervision of the construction of the G+4 storied building.

4.1.4. **BUILDING** shall mean the G+4 storied R.C.C framed structure with brick building to be constructed on the said First schedule mentioned land

4.1.5 **BUILDING PLAN** shall mean drawings, plans and specifications for the construction of the said building sanctioned by the competent authority.

4.1.6 **COMMON AREAS AND FACILITIES** shall mean facilities including the land on which the building is located and all easement rights, appurtenances belonging to the land and the building the foundation, columns, supports, main walls, lift, stairs case, way and entrance and exist of the building.

5. Background Representation and Warranties:-

Landowners' Representations: The Landowners have represented and warranted to the Developer as follows:

5.1. Antecedent Title:

5.1.1. **MOSAMMAT KADIRAN NECHA BIBI PURCHASED LAND FROM GOLAP ALI MONDAL:-**

WHEREAS One Mosammat Kadiran Necha Bibi wife of Rahimuddin Safui purchased All that piece and parcel of land measuring 38 (thirty eight) Satak more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, C.S. Dag No. 602, R.S. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry

Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, by virtue of a Deed of Conveyance registered on 11.01.1965 at Sub Registry Office Cossipore Dum Dum, recorded in Book No. I, Volume No. 18, Pages 39 to 42, Being No. 0173, for the year 1965, from Golap Ali Mondal son of Ramjan Mondal.

5.1.2. MOSAMMAT KADIRAN NECHA BIBI BECAME ABSOLUTE OWNER:-

AND WHEREAS by virtue of purchase said Mosammat Kadiran Necha Bibi became absolute owner thus seized and possessed and/or otherwise well and sufficiently entitled to All that piece and parcel of land measuring 38 (thirty eight) Satak more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, C.S. Dag No. 602, R.S. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, exercising absolute right title and interest over the said property, and enjoying the same, without any interruption of others and free from all sorts of encumbrances whatsoever and having a good and marketable title thereto.

5.1.3. RAHAMAN SAPUI PURCHASED LAND FROM MOSAMMAT KADIRAN NECHA BIBI:-

AND WHEREAS One Rahaman Sapui purchased All that piece and parcel of land measuring 38 (thirty eight) Satak more or less lying and situates under

Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, C.S. Dag No. 602, R.S. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, by virtue of a Deed of Conveyance executed and registered on 19.05.1983 at Sub Registry Office Cossipore Dum Dum, recorded in Book No. I, Volume No. 134, Pages 58 to 62, Being No. 5175, for the year 1983, from Mosammat Kadiran Necha Bibi.

5.1.4. **RAHAMAN SAPUI BECAME ABSOLUTE OWNER:-**

AND WHEREAS by virtue of purchase said Rahaman Sapui became absolute owner thus seized and possessed and/or otherwise well and sufficiently entitled to All that piece and parcel of land measuring 38 (thirty eight) Satak more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, C.S. Dag No. 602, R.S. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, mutated his name before B.L. and L.R.O. office and obtained L.R. Khatian No. 472 and L.R. Dag No. 618, exercising absolute right title and interest over the said property, and enjoying the same, without any interruption of others and free from all sorts of encumbrances whatsoever and having a good and marketable title thereto.

5.1.5. RAHAMAN SAPUI EXECUTED A DEED IN FAVOUR OF LANDOWNERS HEREIN:-

AND WHEREAS said Rahaman Sapui while enjoying the above mentioned property, sold, transfer and conveyed **ALL THAT** piece and parcel of land measuring 13 (thirteen) Satak more or less equivalent to 8 (eight) Cottahs to be little more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. 472, R.S and L.R. Dag No. 618, within the limits of the Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, by virtue of a Deed of Conveyance executed and registered on 29.01.2021 at Additional District Sub-Registry Office Rajarhat, New Town, recorded in Book No. I, Volume No. 1523-2021, Pages 79840 to 79884, Being No. 152301620, for the year 2021, in favour of Landowners herein.

5.1.6. LANDOWNERS HEREIN HAVE MUTATED THEIR NAMES BEFORE COMPETENT AUTHORITY:-

AND WHEREAS after purchasing the aforesaid property the landowners have mutated their names before B.L. and L.R.O. office in respect of above

mentioned property and have obtained new L.R. Parcha thereof. That as per L.R. Parcha,

- i. 0.0304 share of total land measuring 0.68 acre has been recorded in the name of **BOBBY ASHROFY** Landowner No. 1 herein being L.R. Khatian No. 1766 and L.R. Dag No.618.
- ii. 0.0304 share of total land measuring 0.68 acre has been recorded in the name of **SERJINA BIBI** Landowner No. 2 herein being L.R. Khatian No. 1767 and L.R. Dag No.618.
- iii. 0.0304 share of total land measuring 0.68 acre has been recorded in the name of **MASUDA KHATUN** Landowner No. 3 herein being L.R. Khatian No. 1768 and L.R. Dag No.618.
- iv. 0.0304 share of total land measuring 0.68 acre has been recorded in the name of **BILKISH BEGAM** Landowner No. 4 herein being L.R. Khatian No. 1769 and L.R. Dag No.618.
- v. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **RUPA KHATUN** Landowner No. 5 herein being L.R. Khatian No. 1770 and L.R. Dag No.618.
- vi. 0.0243 share of total land measuring 0.68 acre has been recorded in the name of **IRANI BEGUM @ IRANI BEGAM** Landowner No. 6 herein being L.R. Khatian No. 1771 and L.R. Dag No.618.

- vii. 0.0121 share of total land measuring 0.68 acre has been recorded in the name of **SK. NAJIBUL HAQUE** Landowner No. 7 herein being L.R. Khatian No. 1772 and L.R. Dag No.618.
- viii. 0.0121 share of total land measuring 0.68 acre has been recorded in the name of **NAHIDA LATA @ NAHIDA LATA SK** Landowner No. 8 herein being L.R. Khatian No. 1773 and L.R. Dag No.618.

That the Landowners herein also have mutated their names before Patharghata Gram Panchayet.

5.1.7. **Absolute Owners** : In the manner stated above, by virtue of purchase Landowners herein became absolutely seized and possessed, as joint owners and/or otherwise well and sufficiently entitled to of **ALL THAT** piece and parcel of land measuring 13 (thirteen) Satak more or less equivalent to 8 (eight) Cottahs to be little more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. formerly 472 presently 1766, 1767, 1768, 1769, 1770, 1771, 1772 and 1773, C.S. Dag No. 602, R.S and L.R. Dag No.618, Police Station – Newtown, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS, exercising absolute right title and interest over the said property, and enjoying the same, without any interruption of

others and free from all sorts of encumbrances whatsoever and having a good and marketable title thereto.

5.2. **Decision to Develop**: The Landowners became desirous of developing the property by constructing a new building and realized that it will not be possible for them to do so and hence have decided to do such development through the present Developer.

5.3. **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 with sound financial status.

5.4. **Offer to Development**: The Landowners after coming to know of the background of the developer from the developer himself and his agent approached the developer and made the above representations and requested the developer to take up the development in their development works of the property.

5.5. **Reliance on Representations**: Relying on the representations of the Landowners, the developer had agreed to develop and commercially exploit the property by constructing a new building thereon.

5.6. **Negotiations**: Discussions and negotiations had taken place between the parties and terms and conditions had been agreed upon, which the parties are desirous of recording hereunder.

6. **Developer express his intention** : The Developer intends to enter into this Development Agreement with the landowners to construct a G+4 storied building on the land mentioned in the First Schedule below

7. **Landowners' Consideration:**

7.1. **Landowners' Allocation** : The Developer shall at his own costs and expenses, construct the building and deliver to the Landowners 47% area of the sanction building plan as per specification of this agreement.

It is clarified that the Landowners allocation shall include undivided, impartible and indivisible proportionate share in the land, common areas and facilities made available in the New Building, the Landowners' Allocation morefully described in the Second Schedule below.

8. **Developer's Consideration:**

8.1. **Developer's Allocation:** The Developer shall be fully and completely entitled to remaining area of the building except landowners' allocation.

The Developer's Allocation shall also include undivided, impartible and indivisible proportionate share in the land, common areas and facilities made available in the New Building, the Developer's Allocation morefully described in the Second Schedule below.

9. Powers and Authorities (DEVELOPMENT POWER OF ATTORNEY):-

KNOW ALL MEN BY THIS PRESENTS, We, (1) BOBBY ASHROFY(PAN-BRWPA5635B) (AADHAAR NO. 438356319763) wife of Rabiul Haque, daughter of Mohammad Abdus Salam Siddique, by faith-Muslim, by nationality – Indian, by occupation-House-wife, residing at Katwa Circus Maidan, Vidyasagar Pally, Post Office- Katwa, Police Station- Katwa, Pin- 713130, Dist. Purba Burdwan, State- West Bengal (2) SERJINA BIBI (PAN-BNNPB4664E) (AADHAAR NO. 508866983414) wife of Maher Ali Sekh daughter of Sirajul Islam, by faith-Muslim, by nationality – Indian, by occupation-House-wife, residing at Nasipur, Post Office- Bhagyabantapur, Police Station- Kaliganj, Pin- 713130, Dist. Nadia, State- West Bengal, (3) MASUDA KHATUN (PAN- COVPK5772E) (AADHAAR NO. 439462774128) wife of Ajijur Rahaman, daughter of Nazrul Islam Mandal, by faith-Muslim, by nationality – Indian, by occupation- Housewife, residing at Bahir Sarbamangala Mathpara, Najrulpally, Post Office and Police Station- Burdwan, Pin- 713101, Dist. Burdwan, State- West Bengal,(4) BILKISH BEGAM (PAN- BHLPB0756R) (AADHAAR NO. 235304181375) wife of Kazi Firoz Ahamed, daughter of Kazi Omar Ali, by faith-Muslim, by nationality – Indian, by occupation-Housewife, residing at Katwa Circus Maidan, Vidyasagar Pally, Post Office- Katwa, Police Station- Katwa, Pin- 713130, Dist. Purba Barddhaman, State- West Bengal, (5) RUPA KHATUN(PAN- KEAPK7836G) (AADHAAR NO. 717801966083) wife of Md. Robiul Islam daughter of Habibur Rahaman, by faith-Muslim, by nationality – Indian, by occupation- House-wife, residing at Sauntalpara, Post Office- Manikchak, Police Station- Lalgola, Pin- 742148, Dist.

Murshidabad, State- West Bengal, (6) **IRANI BEGUM @ IRANI BEGAM** (PAN- DSUPB3889P) (AADHAAR NO. 722163347097) wife of Sk. Sumsuzzaman daughter of Majed Ali Mondal, by faith- Muslim, by nationality – Indian, by occupation- House-wife, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal, (7) **SK. NAJIBUL HAQUE**(PAN- AHSPH3402L) (AADHAAR NO. 325242649042) son of Late Sekh Asgar Ali, by faith- Muslim, by nationality – Indian, by occupation- Service, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal,(8) **NAHIDA LATA @ NAHIDA LATA SK.** (PAN- AIEPL1588J) (AADHAAR NO. 354136451414) wife of Sk. Najibul Haque daughter of Mojammel Mondal, by faith- Muslim, by nationality – Indian, by occupation- House-wife, residing at Bhagra, Post Office- Bhagra, Police Station- Manteswar, Pin- 713422, Dist. Purba Barddhaman, State- West Bengal, as Principals/Owners herein in respect of the property mentioned herein First Schedule below, do hereby appoint and nominate, **BALAJI GROUP**, a Proprietorship firm having its registered Office at 227, Barowaritala, Krishnapur, Police Station - Baguiati, P.O- Krishnapur, Kolkata- 700102, Dist. North 24 PGS and represented by its Proprietor **RAKESH KUMAR JAISWAL**(PAN NO. AESPJ0780Q) (AADHAAR NO. 513432226114)S/o Late Bhagwan Prasad Jaiswal, by faith-Hindu, by nationality – Indian, by occupation- Business, residing at Flat No. 1, 2nd Floor, BIDEESHA APARTMENT, being Premises No. AE-6, Rabindrapally, Krishnapur, Police Station - Baguiati, P.O- Prafullakanan, Kolkata- 700101, Dist. North 24 PGS, as Attorney Holder/Developer herein as their true and lawful attorney to represent the Principals/Owners to do exercise, execute and perform individually and every acts, deeds, matters and things as mentioned hereunder:-

NOW KNOW ALL THESE PRESENTS WITNESSES:

- i. To construct building/buildings according to said proposed Sanctioned Plan to be sanctioned by the Competent Authority on the property fully described in the First Schedule below, as per this agreement.
- ii. To sign any application or affidavits and affirm the same on behalf of the Principals/Owners herein which may be necessary for the construction of the said building or buildings and to carry correspondence on behalf of the Principals/Owners herein with all concerned authorities and body/bodies, Government of West Bengal, Police, Fire Brigade etc. in connection with the said construction and development of the said premises under reference to make sign and submit application petition/petitions letters and other writings to the appropriate authorities, local bodies for all and every licensees, permissions, sanctions and consents required for the proposed construction and development of the said premises.
- iii. To amalgamate the first schedule mentioned property with the other lands and to sanction plan on the amalgamated land.
- iv. To execute Agreement for Sale, Deed of Conveyance on behalf of the Owners herein in respect of the flats, offices car parking spaces of the said proposed building/buildings to be constructed by the said Attorney/Developer in accordance with this Agreement for the **Developer's Allocation only** morefully described and mentioned in the

Second Schedule below and to receive payments from the intending Purchaser/Purchasers and to grant receipt to them subject always to the terms, conditions, stipulations and undertakings contained in these presents, in respect of **Developer's allocation only**.

- v. To procure Purchasers of the flats/ offices /car parking spaces of the said proposed building (excluding the Landowners' Allocation) to be constructed by the Attorney/Developer on behalf of the Landowners'/Principals' at the said premises.
- vi. To represent us before the Registrar or any registration office namely Registrar of Assurance, District Sub-Registrar Barasat 24 Parganas (North), Additional District Sub-Registrar Rajarhat, for the purpose of registration of the Agreement/Agreements, Deed of Conveyance/ Conveyances in respect of any saleable space or parts or portions being the **Developer's Allocation only**.
- vii. To enter into hold and defend possession of the said land and every part thereof and also to manage, maintain and administer the said land and every part thereof.
- viii. To develop the said land by construction of buildings and/or structure thereon and for the said purpose to do all soil testing, excavation and allied other works whatsoever.
- ix. To pay all outgoings from the date of execution of these presents including sanctioning fees, municipal tax, rent revenue and other charges whatsoever payable for and on account of the said land and building and

receive refund and/or other moneys including compensation of any nature from requisition and/or acquisition authorities and to grant valid receipts and /or discharges thereof.

- x. To take booking and/or enter into Agreement for Sale of the said **Developer's Allocation only** with the intending or proposed purchasers or from the nominee/nominees of the Developer and to receive booking money or earnest money from them and shall have full right to take the amount from the intending buyers by disposing the **Developer's Allocation only** and at the same time shall have full right to execute proper deed of conveyance in favour of the purchaser and to issue possession letter for the said sold space namely flats, office and/or car parking space in the said proposed project.
- xi. To affix sign board or install any hoarding on the said schedule plot of the land in the name of the Attorney/Developer
- xii. To advertise in the newspapers for procuring purchasers for selling the flats, office and/or car parking space in the said proposed project.
- xiii. To sign and submit all papers, documents, applications, undertakings, declarations and plans as will be required for having the plan sanctioned and to have the said Sanctioned Plan modified and /or altered by the competent authority, other competent authorities, and in connection

therewith to make, sign execute and submit necessary application and declarations by giving undertakings paying fees, obtaining sanction and such order or orders and permission as be expedient.

- xiv. To appear before the necessary authority including competent authority, Fire Brigade and Police Authorities in connection of sanctioning of building plan and other plans.
- xv. To apply for appear before and obtain electricity, gas, telephones, water, sewerage and/or other connection of any other utilities from appropriate authorities or from the competent authority.
- xvi. To ward off and prohibit, if necessary, proceed against in due form of Law against all or any trespassers on the said land or any part thereof and to take appropriate steps whether by actions or otherwise and to abate all nuisance.
- xvii. To accept notice and serving of papers from any Courts, Tribunal and/or Attorney and/or persons.
- xviii. To receive and pay and/or deposit all moneys including Court fee, receive refunds and to receive and grant valid receipts and discharges in respect thereof in all public records and with all authorities and/or persons who has appropriate jurisdiction in respect of the said land or any portion thereof and to deal with such authority and/or authorities in any manner to have mutation effected for all and any of the purpose

hereinbefore stated to appear and represent the Principals/Landowners before all authorities having jurisdiction and to sign execute all the papers and documents as the said Attorney can act.

- xix. To represent the Landowners before any Notary, Registrar of Assurance, District Sub-Registrar, Barasat 24 Parganas (North), Additional District Sub-Registrar Rajarhat, New Town, and other offices or authority/ authorities of having jurisdiction and to present for registration and to acknowledge the Registrar or have registered and perfected and presented all deed, instruments and writings and signed by the said Attorney in any manner concerning the sale of **Developer's allocation only**.

And the Principals/ Landowners hereby ratify confirm and agree or undertake to ratify confirm and agree or undertake to ratify and confirm all the whatsoever their said Attorney or agents appointed under this power in that hereinabove contained shall lawfully do or caused to be done in the right of or by virtue of these presents.

The Landowners hereby undertake that he will execute, as and when necessary all papers documents, plans etc. subject to law & Provision for the purpose of Development of Property.

10. Construction

10.1 **Construction of the New Building**: The Developer shall at his own costs construct, erect the new building. All costs, charges and expenses including Architect Fees shall be borne, discharged and paid by the

Developer and the Landowners shall have no responsibility in this context nor shall have any liabilities to that effect and concerned.

10.2 **Construction Time**: The Developer shall construct the new building within **30 (thirty) months** from the date of receiving of the sanction plan of the building, this time may be extended as per clause No. 10.7 of this agreement.

10.3 **Utilities** : The Developer shall at his own costs install and erect in New Building, pump, lift, water storage tank, overhead and underground reservoir, after obtaining permission from concern authority, water connection, temporary electric connection and water and sewage connection.

10.4 **Temporary and Permanent Connection**: The Developer shall be authorized in the name of the Developer to apply for and obtain temporary and permanent connection of water, electric and drainage sewerage.

10.5 **Modification**: Any amendment or modification to the Plans may be made or cause to be made by the developer.

10.6 **No Obstruction**: The Landowners shall not do any act, deed or thing whereby the Developer is obstructed or prevented from construction and completion of the New building.

10.7 **Extension of Time**: If the Developer fails to construct the Building within the aforesaid specified time period i.e. **30 (thirty) months** from the

date of sanction of the building plan, then time shall be extended for further six months inspite of this if the Developer fail, then the Developer shall have to pay penalty @ Rs. 25,000/- (Rupees Twenty five Thousand) only, per month to the landowners jointly, as penalty till handover the Landowners' allocation.

10.8 **Roof Right**: - As agreed upon by both the Parties herein that the ultimate roof of the building shall be common to all the inhabitants of the building.

11. **Dealings with Units of the New Building**:

11.1 **Landowners' Allocation**: The Landowners shall be entitled to deal with the Landowners' allocation depends on Landowners' discretion.

11.2 **Developer's Allocation**: The Developer shall be entitled to deal with the Developer's Allocation, depends on Developer discretion, the Landowners or anybody shall not interfere to that.

11.3 **Transfer of Developer's Allocation**: The Developer shall give possession and shall execute Deeds of Conveyances of the Flat/Flats, Car Parking spaces and other saleable spaces of the Developer's Allocation in the said building together with undivided proportionate share in the land and common areas in favor of the Transferees, on the basis of Development Agreement with Power of Attorney.

11.4 **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 Transferee.

11.5 The Developer shall has the right to affix sign board or install any hoarding on the said first schedule plot of the land in the name of the Developer.

11.6 The Developer shall has the right to advertise in the newspapers for procuring purchasers for selling the flats, office and/or car parking space in the said proposed project.

12 **Municipal Taxes and Outgoings and Ground Rents :**

12.1 **Relating to Period after full Possession:** As from the date of making over full possession of the Property by the Developer, till delivery of possession of the Landowners' allocation, the Developer shall pay rates and taxes of the property, if the Developer fails to deliver possession of the Landowners' allocation within the stipulated period in that case the Developer shall pay rates and taxes after the period till completion of the building.

13 **Possession and Post Completion Maintenance :**

13.1 **Notice of Completion:** As soon as the New Building is completed in respect of Landowners' share, the Developer shall ask the Owners to take possession of the Owners' Allocation.

13.2 **Possession Date and Rates** : On and from such a date taking physical possession as above, the Owners shall be exclusively responsible for payment of all Municipal rates and taxes and other public outgoings, maintenance charges of the building and impositions whatsoever (collectively rates) payable in respect of the Owners' Allocation only.

13.3 **Punctual Payment and Mutual Indemnity**: The Owners 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.

13.4 **Maintenance**: The Developer shall frame a Scheme for the management and administration of the new building. The Landowners hereby agree to abide by all the rules and regulations to be framed by representative body of the Landowners and Transferees (Association) to be formed officially as per Law of Land which shall be in charge of such management of the affairs of the New Building.

13.5 **Maintenance Charges** : For a period of 12 (twelve months from the Possession date) or till such time the Association i.e. formed, whichever is earlier, the Developer shall manage and maintain the Common Portions of the Building upon the Owners and the Transferees paying and

bearing forthwith on demand to the developer, the costs and service charge for such management and maintenance (Maintenance charge).

13.6 **Failure to Pay Maintenance Charges**: Should be Owners or any of the Transferees fail to pay the Maintenance charges or any amount payable in respect of the Rates within 15 (fifteen) days of demand in this behalf, the defaulter shall be liable to pay interest on the amount outstanding @10% (ten percent) per annum 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.

14 **Common Restrictions :**

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

14.1.1 **No illegal Activity** : No occupant including the Owners of the New Building shall use or permit to use their units or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building or the Law of Land.

14.1.2 **Interior Maintenance**: The Owners and the Transferees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and

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appurtenances and floor and ceiling etc. in each of their respective units in good working condition and repair in particular so as not to cause any damage to the New Building or any other space or accommodations therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

14.1.3 **No Obstruction of Common Portions**: after selling out all the units of the building Neither the Owners nor the Transferees shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building.

14.1.4 **Cleanliness** : Neither the Owners 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 New Building or in the compound, corridors or any other portions or portions of the New Building.

14.2 **Right of Entry**: For the Purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintenance, rebuilding, cleaning lighting and keeping in order and good condition any common portions and/or for any purpose of similar nature, the Owners shall permit the Developer/Association, with or without workman, at all reasonable time, to enter into and upon the Owners Allocation and every part thereof.

15 **Owners' Obligation :**

15.1 **No Obstruction in Dealing with Developer's Allocation:** The Owners covenants 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.

15.2 **No Obstruction in Construction:** The Owners hereby covenants not to cause any interference or hindrance in the construction of the New Building in any case.

15.3 **No Dealing with the Property:** The Owners hereby covenants not to enter into any agreement with the Third Party for Developing the said Schedule Property during the existence of this Agreement keeping in mind the proportionate work in proportionate time.

15.4 **Handover of all original documents:** Owners shall hand over all original papers and documents, in respect of the said property, to the Developer, at the time of execution of this Development Agreement with Development Power of Attorney, at the time of sanctioning building plan, and other necessary works where any other original documents are required, the Owners shall also handover all the original Documents to the Developer. It is pertinent to mention here if necessary the Owners shall personally appear before any office as per request of the Developer and shall not make any objection to that.

15.5 That the Developer shall have right to amalgamate the first schedule property with the properties adjacent to it and shall make construction over the entire plot of land after amalgamation, the landowners shall not make any objection to that effect and shall sign each and every document necessary for amalgamation of the first schedule property with the other adjacent properties.

15.6 The Landowners have granted registered Power of Attorney in favour of the Developer, so that the Developer can sale/transfer his allocation with proportionate share of land. If, during continuance of development works, any of the Landowners is expired, in that case, the legal heirs of said Landowners shall execute Registered Power of Attorney, without any objection, to the Developer with same right as before, for Developer's allocation, if necessary, the existing landowners and the legal heirs of deceased landowners shall execute and register fresh Power of Attorney, in favour of the Developer to continue the development work till completion of the work and till fulfill all the terms and conditions of the Development Agreement, without any objection, and also if necessary the existing landowners and the legal heirs of deceased landowners shall execute and register fresh Development Agreement.

15.7 If due to any fault or due to any acts from the end of Owners, or due to any fault of the documents of the Owners, in respect of first schedule property, the Developer is bound to stop the construction works of the said building, for the time being, in that case the lost time will be excluded from the said time which has been fixed to complete the said building.

15.8 To enable the developer to develop the said property the Owners shall grant in favour of developer one Development Power Of Attorney, empowering himself

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to construct and/or complete the entire building project including the right to enter into any Agreement for Sale with the intending Purchaser/lessees and to execute and register Deed of Conveyance in respect of the developer's allocation only, and if necessary, the Owners shall sign along with the developer in the proposed Sale deed of the respective units of the Developer's Allocation in favour of the intending Purchasers.

15.9 That if any other persons as co-owners of the property claim any right and share, in that case the Owners shall be liable to give him share of his property from their allocation or shall pay money for claimant share, the Developer shall not be liable in any way for the said claim of any other co-owner. If any co-owner takes any legal step including filling of suit before civil or criminal court or any other court or tribunal, the Owners shall appear in the suit and shall take all responsibility and liability of the suit, including all expenses of the suit, if the construction of the building is stopped due to any order of the court, or interference of any authority or persons, in that case the owners shall be liable to pay damage charges to the Developer for the stopping of the construction work, if the Owners is not able to pay the compensation by money, in that case, the said compensation money will be adjusted with the share of the owners in the said building.

15.10 That if due to lockdown imposed by State Govt. or Govt. of India or due to Covid 19 pandemic or any other pandemic, it is not possible to carry out the construction work, then the said period shall be deducted from the stipulated period, the owners shall not make any objection to that effect.

16 **Developer's Obligations:**

16.1 **Time of Completion:** The Developer hereby agrees and covenants with the Owner to complete the construction of the New Buildings as per point No. 10.2 of this agreement and subject to extension as per Clause No. 10.7.

16.2 **No Obstruction in Dealing with Owner's Allocation:** The Developer hereby agrees and covenants with the Owners 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 Owners' Allocation.

16.3 **Handover of possession:** After completion of the building the developer shall handover the owners' allocation in complete condition with all facilities and amenities and possession letter.

17 **Owner' Indemnity :**

17.1 **Developer's Allocation:** The Owners doth hereby undertake that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the Owners and to this effect the Owners hereby indemnifies and agrees to keep indemnified the Developer.

18 **Miscellaneous :**

18.1 **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 any association and shall be guided by the contract Act.

18.2 **No Demise or Assignment**: Nothing in these presents shall be construed as demise or assignment or conveyance in Law of the building/Property of any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the properties in terms of this Agreement.

19 **Force Majeure** :

19.1 **Meaning Of** : Force Majeure shall mean flood, earthquake riot, war, storm, tempest, civil commotion, strike and/or any other event beyond the control of the Parties (Force Majeure).

20 **Counterparts** :

20.1 **All Originals**: This Agreement is being executed simultaneously in one part. The original copy of Development Agreement with Development Power of Attorney will be kept by the Developer.

21 **Notice** :

21.1 **Mode of Service**: Any notice to be served under Speed Post or Email.

22 **Jurisdiction** :

22.1 **Civil Court and Consumer Forum**: In connection with all the disputes regarding the construction and all other matters regarding the First Schedule Property only the Civil Court have jurisdiction to receive, entertain, try and determine all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

(Properties)

ALL THAT piece and parcel of sali land measuring 8 (eight) Cottahs to be little more or less lying and situates under Mouza- Baligori, J.L No. 34, Touzi No. 172, R.S No. 214, C.S. Khatian No. 145, R.S. Khatian No. 276, L.R. Khatian No. formerly 472 presently 1766, 1767, 1768, 1769, 1770, 1771, 1772 and 1773, C.S. Dag No. 602, R.S and L.R. Dag No. 618, Police Station – Newtown, within the limits of Patharghata Gram Panchayet, within the jurisdiction of formerly Additional District Sub-Registry Office Bidhannagar, Salt Lake City, presently Additional District Sub-Registry Office Rajarhat, New Town, Dist. North 24 PGS

Which is butted and bounded as follows:-

- | | |
|----------------------------|-----------------------|
| <u>ON THE NORTH</u> | : Land of Dag No. 618 |
| <u>ON THE EAST</u> | : Land of Dag No. 616 |
| <u>ON THE SOUTH</u> | : Land of Dag No. 618 |
| <u>ON THE WEST</u> | : 30ft wide road |

THE SECOND SCHEDULE ABOVE REFERRED TO

Landowners' Allocation : The Developer shall at his own costs and expenses, construct the building and deliver to the Landowners 47% area of the sanction building plan as per specification of this agreement.

It is clarified that the Landowners' allocation shall include undivided, impartible and indivisible proportionate share in the land, common areas and facilities made available in the New Building.

Developer's Consideration:

Developer's Allocation: The Developer shall be fully and completely entitled to remaining area of the building except landowners' allocation.

The Developer's Allocation shall also include undivided, impartible and indivisible proportionate share in the land, common areas and facilities made available in the New Building.

THE THIRD SCHEDULE ABOVE REFERRED TO

(COMMON PORTIONS)

1. Areas : a) Entrance and exists to the Properties of the New Buildings, b) Boundary walls and main gates of the Properties, c) Staircase, stair head room and lobbies on all floors of the New Buildings, d) Entrance lobby,

electric/utility room, pump, e) Common installations on the roof, f) Common lavatory.

2. Water, Plumbing and Drainage : a) Drainage and sewage lines and other installations for the same, b) Water supply system, c) Water pump, underground and overhead water reservoir together with all plumbing installations for carriage of water.

3. Electrical Installations : a) Electrical wiring and other fittings, b) Lighting of the common portions, c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

THE FOURTH SCHEDULE ABOVE REFERRED TO
SPECIFICATIONS OF THE STRUCTURAL WORK (R.C.C AND
BRICK WORK) FOR PROPOSED CONSTRUCTION OF NEW
BUILDING ON THE FIRST SCHEDULE MENTIONED LAND:-

1. Cleaning of the Plot.
2. Excavation & filling of earth work.
3. Foundation/Piling works, Tie-beam, R.C.C. Column, Beam and Slab as per Sanctioned Plan.
4. Brick/A.C.C. Block wall, outer walls 8" thick and partition wall 5" thick.

5. Inside and outside cement plaster of the building with boundary walls.

SPECIFICATIONS OF THE FINISHING WORK FOR PROPOSED CONSTRUCTION OF NEW BUILDING ON THE FIRST SCHEDULE MENTIONED LAND:-

1. For casting preferably S.R.M.B/Shyam Steel branded iron will be used.
2. Branded Cement (preferably Ultratech/Ambuja/ Ramco) will be used for the entire construction.
3. Wooden door frame.
4. Aluminum sliding (Jindal) window with 4mm smoke glass.
5. Flush doors with laminations for inside doors.
6. Front wooden door (Gammer Wood) with polish.
7. Windows and balcony with MS Grill.
8. M.S Railing for stair case.
9. Toilets inside wall shall have tiles Nitco or Kajaria or A.G.L or R.A.K from floor to 6'5".

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10. Flooring of land owner's allocation must have vitrified Nitco or Kajaria or A.G.L or R.A.K.
11. Kitchen shall have L shaped 22" wide black granite counter with upto 3ft height Tiles Nitco or Kajaria or A.G.L or R.A.K over kitchen counter level on all 4 walls.
12. Each flat will have 45 (forty five) numbers point comprising of light and Fan Points, 2 (two) A.C. Points, 15 (fifteen) 5 (five) amp plug points and 5(five) 15 (fifteen) amp Plug Points. All switches shall be modular switches.
13. Inside walls of Flats having coated with putty and over the Putty there shall be primer.
14. Outside wall of building with primer and weather coat Paint.
15. Essco Mark make CP fittings and fixtures.
16. Commode with proper sanitary fittings.
17. Staircase case and lobby with marble.
18. Roof will be covered by anti skid tiles
19. Car parking space and all open space must be covered with parking tiles.
20. Lift facia must be covered with stone look tiles.
21. Lift brand specification to be known.

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IN WITNESS WHEREOF the parties here to have set and subscribed respective hand and seals in these present on the day, months and year first above written.

SIGNED, SEALED AND DELIVERED

By the Landowners at Kolkata in presence of:

Witness:-

1. *Bhasram Chongder*

2. Alauddin Sheikh
EE 22/2 sector-II
Sallabe - Kol-91

1) *Bobby Ashrofy.*

2) *Suzima Bika*

3) *Masuda Khatun*
(M. Khatun)

4) *Bilkish Begam*

5) *Rupa Khatun*

6) *Jorani Begam*

7) *SK Nazjibul Haque.*

8) *Nahida Lata.*

Signature of the Landowners

BALAJI GROUP

Rajcent Kumar Jaiswal.
Proprietor

Signature of the Developer

COMPUTERISED BY

B.Chongder

B.CHONGDER

DRAFTED AND PREPARED BY

Bhola Nath Basak

(BHOLA NATH BASAK)

ADVOCATE

SEALDAHA CIVIL COURT

5TH FLOOR, ROOM NO. 501

Enrollment No.
WB/1082/1982



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right hand					

Name
 Signature Bobby Ashodiy



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Name Serzina Bibi
 Signature



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Name Masuda Khatun
 Signature M. Khatun



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Name Bidulishah Begam
 Signature



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Name

Signature Rupa Khator



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Name

Signature Suzani Begam



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Name

Signature SK Nazibul Haque



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Name

Signature Nahida Lata



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left hand					
right hand					

Name: Rakosh Kumar Jaiswal
 Signature: Rakosh Kumar Jaiswal



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left hand					
right hand					

Name:
 Signature: Bhaskar Choudhary

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Name:
 Signature:

Major Information of the Deed

Deed No :	I-1523-07389/2021	Date of Registration	23/07/2021
Query No / Year	1523-2001119326/2021	Office where deed is registered	
Query Date	06/07/2021 5:13:04 PM	1523-2001119326/2021	
Applicant Name, Address & Other Details	BHASKAR CHONGDER BC-1 Samarpally Krishnapur Kol-700102, Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, PIN - 700102, Mobile No. : 9674174110, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,08,90,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,070/- (Article:48(g))	Rs. 28/- (Article:E, E, E)		
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Baligari, JI No: 34, Pin Code : 700131

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-618 (RS :-)	LR-1766	Bastu	Shali	8 Katha	1/-	1,08,90,000/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
Grand Total :					13.2Dec	1 /-	108,90,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>BOBBY ASHROFY Wife of Mr RABIUL HAQUE Katoa Circus Maidan, Vidyasagar Pally, City:- , P.O:- Katwa, P.S:-Katwa, District:- Purba Bardhaman, West Bengal, India, PIN:- 713130 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: BRxxxxx5B, Aadhaar No: 43xxxxxxxx9763, Status :Individual, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence</p>
2	<p>SERJINA BIBI Wife of Mr MAHER ALI SEKH Nasipur, City:- , P.O:- Bhagyabantapur, P.S:-Kaliganj, District:-Nadia, West Bengal, India, PIN:- 713130 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: BNxxxxx4E, Aadhaar No: 50xxxxxxxx3414, Status :Individual, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence</p>

3	MASUDA KHATUN Wife of Mr AJIJUR RAHAMAN Bahir Sarbamangala Mathpara, Najrulpally, City:- , P.O:- Burdwan, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: COxxxxxx2E, Aadhaar No: 43xxxxxxxx4128, Status :Individual, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence
4	BILKISH BEGAM Wife of KAZI FIROZE AHAMED Katwa Circus Maidan, Vidyasagar Pally, City:- , P.O:- KATWA, P.S:-Katwa, District:-Purba Bardhaman, West Bengal, India, PIN:- 713130 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: BHxxxxxx6R, Aadhaar No: 23xxxxxxxx1375, Status :Individual, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence
5	RUPA KHATUN Wife of ROBIUL ISLAM Sauntalpara, City:- , P.O:- Manikchak, P.S:-Lalgola, District:-Murshidabad, West Bengal, India, PIN:- 742148 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: KExxxxxx6G, Aadhaar No: 71xxxxxxxx6083, Status :Individual, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence
6	IRANI BEGUM Wife of Sk. Sumsuzzaman Bhagra, City:- , P.O:- Bhagra, P.S:-Manteswar, District:-Purba Bardhaman, West Bengal, India, PIN:- 713422 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: DSxxxxxx9P, Aadhaar No: 72xxxxxxxx7097, Status :Individual, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence
7	Sk. NAJIBUL HAQUE Daughter of Late SEKH ASGAR ALI Bhagra, City:- , P.O:- Bhagra, P.S:-Manteswar, District:-Purba Bardhaman, West Bengal, India, PIN:- 713422 Sex: Female, By Caste: Muslim, Occupation: Service, Citizen of: India, PAN No.:: AHxxxxxx2L, Aadhaar No: 32xxxxxxxx9042, Status :Individual, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence
8	NAHIDA LATA, (Alias: NAHIDA LATA SK.) Wife of Sk. Najibul Haque Bhagra, City:- , P.O:- Bhagra, P.S:-Manteswar, District:-Purba Bardhaman, West Bengal, India, PIN:- 713422 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: Alxxxxxx8J, Aadhaar No: 35xxxxxxxx1414, Status :Individual, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 16/07/2021 , Admitted by: Self, Date of Admission: 16/07/2021 ,Place : Pvt. Residence

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	BALAJI GROUP AE-6, Rabindrapally, Krishnapur, City:- , P.O:- Prafullakanan, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700101 , PAN No.:: AExxxxxx0Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr RAKESH KUMAR JAISWAL (Presentant) Son of Late BHAGWAN PRASAD JAISWAL AE-6, Rabindrapally, Krishnapur, City:- , P.O:- Prafullakanan, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx0Q, Aadhaar No: 51xxxxxxxx6114 Status : Representative, Representative of : BALAJI GROUP (as PROPREATOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BHASKAR CHONGDER Son of Mr AMAL CHONGDER KHAIRA, City:- , P.O:- KHOSALPUR, P.S:-Amta, District:-Howrah, West Bengal, India, PIN:- 711401			
Identifier Of BOBBY ASHROFY, SERJINA BIBI, MASUDA KHATUN, BILKISH BEGAM, RUPA KHATUN, IRANI BEGUM, Sk. NAJIBUL HAQUE, NAHIDA LATA, Mr RAKESH KUMAR JAISWAL			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	BOBBY ASHROFY	BALAJI GROUP-1.65 Dec
2	SERJINA BIBI	BALAJI GROUP-1.65 Dec
3	MASUDA KHATUN	BALAJI GROUP-1.65 Dec
4	BILKISH BEGAM	BALAJI GROUP-1.65 Dec
5	RUPA KHATUN	BALAJI GROUP-1.65 Dec
6	IRANI BEGUM	BALAJI GROUP-1.65 Dec
7	Sk. NAJIBUL HAQUE	BALAJI GROUP-1.65 Dec
8	NAHIDA LATA	BALAJI GROUP-1.65 Dec

Land Details as per Land Record

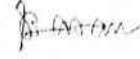
District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Baligari, JI No: 34, Pin Code : 700131

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 618, LR Khatian No:- 1766	Owner:ববি আশরোফি, Gurdian:রবিউল হক, Address:কাটোয়া, খানা-কাটোয়া, জেলা:-পূর্ব বর্ধমান-৭১৩১৩০, Classification:শালি, Area:0.02000000 Acre,	BOBBY ASHROFY

On 09-07-2021

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,08,90,000/-



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 16-07-2021

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

Presented for registration at 16:25 hrs on 16-07-2021, at the Private residence by Mr RAKESH KUMAR JAISWAL .

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

Execution is admitted on 16/07/2021 by 1. BOBBY ASHROFY, Wife of Mr RABIUL HAQUE, Katoa Circus Maidan, Vidyasagar Pally, P.O: Katwa, Thana: Katwa, , Purba Bardhaman, WEST BENGAL, India, PIN - 713130, by caste Muslim, by Profession House wife, 2. SERJINA BIBI, Wife of Mr MAHER ALI SEKH, Nasipur, P.O: Bhagyabantapur, Thana: Kaliganj, , Nadia, WEST BENGAL, India, PIN - 713130, by caste Muslim, by Profession House wife, 3. MASUDA KHATUN, Wife of Mr AJIJUR RAHAMAN, Bahir Sarbamangala Mathpara, Najrulpally, P.O: Burdwan, Thana: Bardhaman

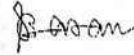
, , Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Muslim, by Profession House wife, 4. BILKISH BEGAM, Wife of KAZI FIROZE AHAMED, Katwa Circus Maidan, Vidyasagar Pally, P.O: KATWA, Thana: Katwa, , Purba Bardhaman, WEST BENGAL, India, PIN - 713130, by caste Muslim, by Profession House wife, 5. RUPA KHATUN, Wife of ROBIUL ISLAM, Sauntalpara, P.O: Manikchak, Thana: Lalgola, , Murshidabad, WEST BENGAL, India, PIN - 742148, by caste Muslim, by Profession House wife, 6. IRANI BEGUM, Wife of Sk. Sumsuzzaman, Bhagra, P.O: Bhagra, Thana: Manteswar, , Purba Bardhaman, WEST BENGAL, India, PIN - 713422, by caste Muslim, by Profession House wife, 7. Sk. NAJIBUL HAQUE, Daughter of Late SEKH ASGAR ALI, Bhagra, P.O: Bhagra, Thana: Manteswar, , Purba Bardhaman, WEST BENGAL, India, PIN - 713422, by caste Muslim, by Profession Service, 8. NAHIDA LATA, Alias NAHIDA LATA SK., Wife of Sk. Najibul Haque, Bhagra, P.O: Bhagra, Thana: Manteswar, , Purba Bardhaman, WEST BENGAL, India, PIN - 713422, by caste Muslim, by Profession House wife

Indetified by Mr BHASKAR CHONGDER, , , Son of Mr AMAL CHONGDER, KHAIRA, P.O: KHOSALPUR, Thana: Amta, , Howrah, WEST BENGAL, India, PIN - 711401, by caste Hindu, by profession Others

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

Execution is admitted on 16-07-2021 by Mr RAKESH KUMAR JAISWAL, PROPREATOR, BALAJI GROUP (Sole Proprietorship), AE-6, Rabindrapally, Krishnapur, City:- , P.O:- Prafullakanan, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700101

Indetified by Mr BHASKAR CHONGDER, , , Son of Mr AMAL CHONGDER, KHAIRA, P.O: KHOSALPUR, Thana: Amta, , Howrah, WEST BENGAL, India, PIN - 711401, by caste Hindu, by profession Others



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 19-07-2021

Payment of Fees

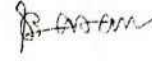
Certified that required Registration Fees payable for this document is Rs 28/- (E = Rs 28/-) and Registration Fees paid by by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/07/2021 5:23PM with Govt. Ref. No: 192021220028277741 on 09-07-2021, Amount Rs: 28/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BECGJC1 on 09-07-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,070/- and Stamp Duty paid by by online = Rs 19,570/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/07/2021 5:23PM with Govt. Ref. No: 192021220028277741 on 09-07-2021, Amount Rs: 19,570/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BECGJC1 on 09-07-2021, Head of Account 0030-02-103-003-02



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal

On 23-07-2021

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

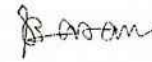
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Payment of Stamp Duty

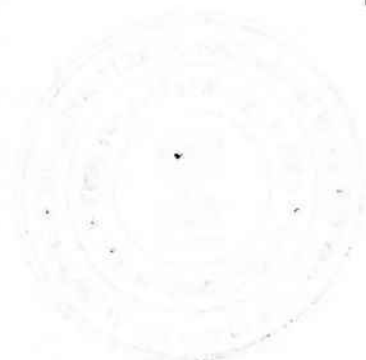
Certified that required Stamp Duty payable for this document is Rs. 20,070/- and Stamp Duty paid by Stamp Rs 500/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 233, Amount: Rs.500/-, Date of Purchase: 09/07/2021, Vendor name: Alope Mukherjee



Sanjoy Basak
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2021, Page from 313498 to 313567

being No 152307389 for the year 2021.



Digitally signed by SANJOY BASAK
Date: 2021.07.28 15:23:12 +05:30
Reason: Digital Signing of Deed.

Sanjoy Basak

(Sanjoy Basak) 2021/07/28 03:23:12 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)