

3488/21

E-3488/2021

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

F 611940

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9-2/307098

*NOT VALID FOR THE PURPOSES OF REGISTRATION. THE INSTRUMENTS MUST BE REGISTERED WITH THE APPROPRIATE OFFICE AND THE INSTRUMENTS MUST BE REGISTERED WITH THE APPROPRIATE OFFICE.*

North West District Sub-Registrar  
Sodepur, North 24-Parganas

06 MAY 2021

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made on this the 4<sup>th</sup> day of MAY 2021 (Two thousand Twenty) A.D.

BETWEEN

12978

29/4/2021

5000

No. .... Date .....

Name .....

Address .....

P.S. ....

Dist. ....

Name of Treasury :- Barrackpore

Name of Vender :- RANA SUR

Date of Purchase .....

Total Amount .....

Signature of Vendor .....

SUDIP KUMAR SA  
Advoca

Barrackpore Court

28 APR 2021

Rana Sur

1 Anand Sahu



V.C.T.S  
1366



Anand Sahu

V.C.T.S  
1367

Haridoy Debnath



V.C.T.S  
1368



5

Registrar, District Sub-Registrar,  
Sadulpur, North 24 Parganas

4.5.21

06 MAY 2021



V.C.T.S  
1369

Piyali Sen

s/o. Dilip K. Sen

at :- Kalyan Nagar,  
Gangapara, HO-113  
oc. :- student



**M/S HARI INFRA BUILD PVT. LTD. (Pan No. - AACCH2398M)**, a private Ltd. Company with in the meaning of Companies Act, 1956 having their registered office at - 10, Biplabi RashBihari Bose Road, 2<sup>nd</sup> Floor, Kol - 700 001, represented by one of its Director **Sri Rajesh kumar Jaiswal (Pan No.- ACSPJ7617C)**, S/o Harihar Prasad Jaiswal, By faith- Hindu, By nationality- Indian, By Profession- Business, residing at- AL-56, Sec.- 2, Salt Lake City, Sech Bhawan, Dist.- North 24 Parganas, Kolkata- 700091, West Bengal, hereinafter collectively called and referred to as the "**OWNER**". (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, successors-in-interest and assigns) of the **ONE PART**.

**-AND-**

**P.M. WELTECH**, a partnership firm, having its office at - 381, B.C. Sen Road, Shaktipur, Agarpara, Panihati (M), North 24 Parganas, Kol - 700 109, respresented by its partner i) **Sri. Haridas Debnath (Pan No. - ADOPD6790K)**, Aged about - 54 Years, S/o. Lt. Surendra Chandra Debnath, By Faith- Hindu, By Profession - Business, By nationality- Indian, ii) **Sri. Arnab Debnath (Pan No. - BZUPD9804P)**, Aged about - 25 Years, BY Faith - Hindu, By Profession- Business, By Nationality - Indian, Residing at- 381, B.C. Sen Road, Shaktipur, Agarpara, Panihati (M), North 24 Parganas, Kol - 700 109 both are residing at - 381, B.C. Sen Road, Shaktipur, Agarpara, Panihati (M), North 24 Parganas, Kol - 700 109, hereinafter referred to as the "**THE DEVELOPERS**" (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his respective heirs,

executors, administrators, legal representatives, legal representatives and assignees) of the **OTHER PARTS**.

**AND Whereas** by a deed of Bengali Kobala dated the 20<sup>th</sup> day of June, 1989, and registered at the office of the District Registrar, Barasat in 24 parganas and recorded in Book No. I, Volume No. 62, Pages No. 263 & 274, Being No. - 3658 for the year 1989. The Seller Mihir Kumar Sen Conveyed and transferred in favour of Sri Jawhar Lal Sen and Smt. Jharna Sen **ALL THAT** land measuring an area of 57 Cottahs and 3 Chittaks lying and situated at Mouza - Masunda, J.L. No. 34, R.S. No. - 96, Touzi No. 1158, R.S khatian No. - 212 & 214 and R.S Khatian No. 216,383,508 & 72, R.S. Dag No. - 6, 9, 10, 11, & 12 under P.S. Khardah, At present Ghola under A.D.S.R.O. Barasat morefully and particularly Described in the Schedule Below.

**AND WHEREAS** by virtue of above sale the said Sri Jawar Lal Sen and his wife Smt. Jharna Sen became the sole and absolute owner of the aforesaid land and mutated their names in the records of New Barrackpore Municipality.

**AND WHEREAS** the said Sri Jawhar Lal Sen and Smt. Jharna Sen demarcated and divided the above mentioned land into 8 equal plots in a master plan and transferred the same.

**AND WHEREAS** by a deed of mutual partition (in Bengali Language) dated 12<sup>th</sup> day of November, 1992 and registered in the Office of District Registrar in Barasat recorded in Book No. I, Being



Deed No. 6859, Volume NO. - 101, Pages - 114 to 120 for the year 1992. Sri Jawhar Lal Sen and his wife Smt. Jharna Sen both of 225/B, Bangur Avenue, Block -A, Kolkata - 700 055, and they had been secured individually **ALL THAT** piece or parcel of Land containing an area of 7Cottahs 3Chittacks, including Road, more or less lying and situated at Mouza- Masunda, J.L. No. 34, R.S. No. 96, Touzi No. 1158, R.S. Khatian No. 216,383 & 508 Being R.S. Dag No. 6,9,10 & 11, P.S. Khardah at present Gholā, by virtue of above Mutual Deed of Partition morefully and clearly described herein mentioned.

**AND WHEREAS** the said Sri Jawhar Lal Sen the Vendor herein became the Absolute Owner of the Aforesaid land and mutated his land in respect of the said land in the Office of Local New Barrackpore Municipality being holding No. 413/J, in ward No. 11 and he also recorded the said land in his name in the Office of B.L.R.O being New L.R. Khatian No. 698 and L.R. Dag Nos. 9,10,11 & 12.

**AND WHEREAS** the said Sri Jawhar Lal Sen is absolutely seized and possessed of or otherwise well sufficiently entitled of the said piece and parcel of land hereditaments and premises containing an area of 7 COTTahs and 3 Chittaks be the same a little more or less situated and lying at and being Mouza - Masunda compromised Dag No. 6,9,10 & 11 under R.S. Khatian No. 216, 383 & 508, New L.R. Khatian No. 698 and LR. Dag No. 9, 10, 11 & 12 and J.L No. 34, R.S. No. 96, Touzi No. 1158 in scheme plot NO. I, being Municipal Holding NO. 413/J, College para, Ward No. 11 within the jurisdiction of New

Barrackpore Municipality under Khardah Police Station, at present Ghola Police Station in the District of North 24 Parganas.

**AND WHEREAS** by a Gift Deed (in Bengali Language) dated 52th day of June, 1992 and registered on 6th day of June, 1992 in the Office of District Registrar at Barasat in Book No. 1, Being Deed No. 4156, Pages 215 to 221, Sri Jawhar Lal Sen both of 225/B, Bangur Avenue, Block - A, Kolkata - 700 055, conveyed and transferred **ALL THAT** piece and parcel of Land containing an area of 7 Cottahs and 3 Chittaks including Road, more and less lying and situated at Mouza - Masunda, J.L. No. - 34, R.S. No. - 96, Touzi No. - 1158, R.S. Khatian No. - 38, 508 & 72, Being R.S. Dag No. - 10 & 11, P.S. Khardah at present Ghola, A.D.S.R.O Barasat Morefully and clearly Described therein by way of Gift to their Daughter Romy Sen for the Consideration mentioned therein.

**AND WHEREAS** by virtue of above Deed of Gift the said Romy Sen the Vendor herein became the absolute owner of the aforesaid land and mutated her name in respect of the said land in the office of the said land in the Office of Local New Barrackpore Municipality being Holding No. 413/1, in Ward No. 11 and she also recorded the said land in her name In the Office of B.L.R.O Office being new L.R. Khatian No.2798 and L.R. Dag No. 10 & 11.

**AND WHEREAS** prior to the mutation of the said land one Deed of Declaration regarding proper Description of the Land in respective Dag No. made between Romy Sen and jawhar lal Sen along with his



wife Smt. Jharna Sen registered in the Office of District Registrar, 24 Parganas(North) at Barasat in Book No. I, Volume No. 61 at pages no. 215 to 221, being No. 5198 for the year 1999, morefully and clearly described therein.

**AND WHEREAS** the said Romy Sen is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said piece and parcel of land hereditaments and premises containing an area of 7Cottahs and 3 Chittaks be the same a little more or less situated at Mouza -Masunda comprised R.S. Dag No. 10 & 11 under R.S. Khatian No. 383, 508 and 72 New L.R. Khatian No. 2798 and L.R. Dag No. 10 & 11, J.L. No. 34., R.S. No. 96, Touzi No. 1158 in Scheme Plot No. 2 being Municipal Holding No. 413/1, College para in ward no. 11within the jurisdiction of New Barrackpore Municipality under Khardah Police Station, at Present Ghola Police Station in the District Of North 24 Parganas.

**AND WHEREAS** by way of Gift Deed dated 5<sup>th</sup> day of June, 1996 registered in the Office of District Registrar at Barasat in Deed No. 1, Being Deed NO. 4155, Sri Jawhar Lal Sen and his wife Smt. Jharna Sen both of 225/B, Bangur Avenue, Block - A, Kol - 700 055 conveyed and transferred **ALL THAT** piece and parcel of land containing an area of 7 Cottahs and 3 Chittacks, including Road, more or less lying and situated at Mouza - Masunda, J.L. No. - 34, R.S. No. 96, Touzi No. 1158, R.S. Khatian No. 383 and 72, Being R.S. Dag No. 9, 11, and 12, P.S. Khardah at present Ghola, A.D.S.R.O Barasat morefully and clearly

described therein by way of Deed of Gift to Sri Ritajit Som for consideration mentioned therein.

**AND WHEREAS** by virtue of a Deed of Gift the Said Rijajit Som herein became the absolute Owner of the aforesaid land and mutated his land in respect of the said land in the Office of local New Barrackpore Municipality being Holding No. 413/C, in ward No. 11 and he also recorded the said land in his name in the Office of B.L.R.O. being New L.R. Khatian No. 1799,698 & 2796 and L.R. Dag No. 11 & 12. Prior to mutation of the said land one Deed of Declaration regarding proper Description of the Land in respective Dag Nos. made between Ritajit Som and Jawhar Lal Sen along with his wife Smt. Jharna Sen registered in the Office of District Registrar, 24- Parganas (North) at Barasat in Book No. I, Vol No. 61 at pages 208 to 214, being No. 5199 for the year 1999, morefully and clearly described therein.

**AND WHEREAS** the said Ritajit Som is absolutely seized and possessed of or otherwise well and sufficiently entitled of the said piece and parcel of land hereditaments and premises containing an area of 7Cottahs and 3Chittacks be the same a little more or less situated at Mouza - Masunda, Comprised Dag No. 9, 11 & 12, under R.S. Khatian No.383 & 72, New L.R. Khatian No. 1799,698 & 2796 and L.R. Dag No. 11 & 12, J.L. No. 34, R.S. No. 96, Touzi No. 1158 P.S. Khardah at present Ghola, A.D.S.R. Barasat morefully and clearly described therein.



**AND WHEREAS** by a Deed of Gift registered on 5<sup>th</sup> day of October, 2002 in the Office of the District Registrar at Barasat in Book No. I, Being Deed no. 4475, Sri Ritajit Som conveyed and transferred **ALL THAT** piece an parcel of land containing an area of 4 Cottahs 3 Chittacks 12Sq. Ft. more or less lying and situated at - Mouza - Masunda, J.L. No. 34, R.S. No. 96, Touzi No. 1158, R.S. Khatian No. 383 and 72, Being R.S. Dag No. 9, 11 and 12, New L.R. Khatian No. 1799, 698 and 2796 and L.R. Dag No. 11 and 12, P.S. Khardah at present Ghola, A.D.S.R.O. Barasat morefully and clearly described therein by way of Gift to Sri Jawhar Lal Sen and his daughter Romy Sen for the consideration mentioned therein.

**AND WHEREAS** the said earstwhile vendors Jawhar Lal Sen and Romy Sen herein amalgamated their individual lands having Municipal Holding Nos 413/J and 413/I respectively and the land gifted to them by Sri Ritajit Som having Municipal Holding No. 413/G, into one Municipal Holding No. 413/J under New Barrackpore Municipality, College Para, in ward No. 11 within the Jurisdiction of New Barrackpore Municipality under Khardah Police Station, at Present Ghola Police Station in the district of North 24 Parganas.

**AND WHEREAS** the said earstwhile vendors Sri Jawhar Lal Sen and Romy Sen are absolutely seized and possessed of or otherwise well and sufficiently entitled to the said piece and parcel of land hereditaments and premises containing an area of 17 Cottahs be the same a little more or less situated at Mouza - Masunda, J.L. No. 34, R.S. No. - 96, Touzi No. 1158, R.S khatian No. - 216,383,508 & 72,New L.R.

Khatian No. 1799, 2798 & 698 and 2796, R.S Khatian No. 216,383,508 & 72, L.R. Dag No. - 9, 10, 11, & 12 in the Scheme Plot No. 1, 2 & 3 being Municipal Holding No. 413/J, College Para under Ward No. 11 within the jurisdiction of New Barrackpore Municipality under Khardah Police Station, at present Ghola Police Station in the District of North 24 Parganas.

**AND WHEREAS** due to urgent need of money the said earstwhile vendors Sri Jawhar Lal Sen and Romy Sen, herein agreed to sell and entered into an Agreement for Sale Dated 9<sup>th</sup> August, 2008 with Rajesh Kumar Jaiswal and Promod Kumar Jaiswal for the terms and conditions as contained therein, The Present Vendors have decided to purchase the said property in the name of **M/S HARI INFRA BUILD PVT. LTD.** Having its registered Office at - 10, Biplabi RashBihari Bose Road, 2<sup>nd</sup> Floor, Kol - 700 001, represented by its Directors - Sri Harihar Prasad Jaiswal, Sri Rajesh Kumar Jaiswal and Sri Pramod Kumar Jaiswal, by way of sale Deed being no - 11184, which is entered into Book No. I, Vol. No. 38, pages from - 1416 to 1438, in the year **2/12/2008**.

**AND WHEREAS** the said **M/S HARI INFRA BUILD PVT. LTD.** mutated his name in the recorded of New Barrackpore Municipality and paying the relevant rents and taxes regularly.

**AND WHEREAS** the owner are now desirous of develop the said land by constructed a multistoried building (G+4) in accordance with the plan sanctioned by the New Barrackpore Municipality and look for



a reasonable and reputed Developers who will be able to develop the properties in conjunction with the owner.

And whereas the above named Developer having come to know the intention of the Owner approached and requested the owner to allow them to construct the proposed construction and being, thus, approached by the developers to construct such building entirely at the cost and expenses of the developers, the owner agree to come into a construct for development with the developers, subject to the terms and conditions hereinafter appearing. In the mean time the developers made search regarding the title of the owner and have inspected all relevant papers and documents of B.L.R.O. and after being inspected it is ascertain that a total land measuring about 17Cottahs made them satisfied towards the title of the owner and has discussed with the owner, regarding the terms and conditions upon which the development of the said premises can be undertaken and after such discussion the Developer have agreed to develop and to construct Multi-storied building (G+4) on the terms and conditions appearing hereinafter.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :**

With a view to develop the said land described in the schedule hereunder written (hereinafter referred to as "THE SAID PROPERTY") as may be permitted by all concerned authorities, the owner hereby agrees to entrust and hand over to the developer the work and right of development of the said property on the terms hereinafter contained.

### **ARTICLE-1: DEFINITION**

1. **BUILDING** shall mean building multi-storied building so to be constructed according to the sanction plan, so to be sanctioned by New Barrackpore Municipality, and so to be constructed on the plot of land measuring about 17 Cottahs along with existing boundary wall on the eastern side of the aforesaid plot of land classified as "Bastu Land", Mouza - Masunda, Dag No. - 6, 9, 10, 11 & 12, J.L. No. 34, R.S. No. - 96, Touzi No. 1158, R.S khatian No. - 216, 383, 508 & 72, New L.R. Khatian No. 1799, 2798 & 698 and 2796, R.S Khatian No. 216, 383, 508 & 72, L.R. Dag No. - 9, 10, 11, & 12 in the Scheme Plot No. 1, 2 & 3 being Municipal Holding No. 413/J, College Para under Ward No. 11 within the jurisdiction of New Barrackpore Municipality under Khardah Police Station, at present Gholra Police Station in the District of North 24 Parganas, which is morefully and specifically described in Schedule "A" written hereunder and the building is hereinafter referred to as the SAID BUILDING.
2. **COMMON FACILITIES & AMENITIES** shall means main entrance, corridors, all-ways, driveways, common lavatories, pump room, tube well, underground water reservoir, overhead water tank, water pump and motor and other facilities which may be required for enjoyment, maintenance or management of the said building.
3. **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making the provisions for common facilities and the space required therefore.



**4. OWNER'S ALLOCATION** shall mean the constructed area of the said building so to be constructed in accordance with the plan so to be sanctioned by New Barrackpore Municipality receivable by the owner as consideration for the construction and for transferring the constructed area of the said building receivable by the developers against the construction cost, borne by the developers along with the proportionate share of land in favour of developers and /or its / their nominee / nominees and/or the intending purchasers nominated by the developer. It is agreed between by and between the parties that the Owner will get 43.5% Share of ratio of the proposed building with in 36 months from the date of sanction of the building plan.

The owner allocation will be more specification mentioned and described in the Schedule "B" hereunder written.

**5. DEVELOPER ALLOCATION** shall mean all the remaining portion of the same entire building (excluding owner's allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developers after providing the owner allocation as aforesaid and together with the absolute right of the part of the developers to enter into agreement for sale with intending purchaser / purchasers by and mode of transfer of property Act, and or lease, let out or any manner may with the same as the absolute owner thereof.

6. **ARCHITECT** shall mean such person or persons being appointed by the developers.
7. **TRANSFER** with his grammatical variation shall include transfer by the possession and any other means adopted for effecting what is under owner as a transfer of space in the said building to intending purchasers thereof although the same may not amount to transfer in law.
8. **TRANSFERRERS** shall mean said :- **M/S HARI INFRA BUILD PVT. LTD. (Pan No. - AACCH2398M)**, a private Ltd. Company with in the meaning of Companies Act, 1956 having their registered office at - 10, Biplabi RashBihari Bose Road, 2<sup>nd</sup> Floor, Kol - 700 001, represented by one of its Director **Sri Rajesh kumar Jaiswal (Pan No.- ACSPJ7617C)**, S/o Harihar Prasad Jaiswal, By faith- Hindu, By nationality- Indian, By Profession- Business, residing at- AL-56, Sec.- 2, Salt Lake City, Sech Bhawan, Dist.- North 24 Parganas, Kolkata- 700091, West Bengal hereinafter collectively called and referred to as the **"OWNER"**. (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, legal representatives, successors-in-interest and assigns) of the **ONE PART**.

**AND**

**P.M. WELTECH**, a partnership firm, having its office at - 381, B.C. Sen Road, Shaktipur, Agarpura, Panihati (M), North 24 Parganas, Kol - 700 109, respresented by its partner i) **Sri. Haridas Debnath (Pan No. - ADOPD6790K)**, Aged about - 54 Years, S/o.Lt.



Surendra Chandra Debnath ,By Faith- Hindu, By Profession - Business, By nationality- Indian, **ii) Sri. Arnab Debnath(Pan No. - BZUPD9804P)**, Aged about - 25 Years, BY Faith - Hindu, By Profession- Business,By Nationality - Indian, Residing at- 381, B.C. Sen Road, Shaktipur, Agarpara,Panihati (M), North 24 Parganas, Kol - 700 109 both are residing at - 381, B.C. Sen Road, Shaktipur, Agarpara,Panihati (M), North 24 Parganas, Kol - 700 109, hereinafter referred to as the **"THE DEVELOPERS"** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his respective heirs, executors, administrators, legal representatives, legal representatives and assignees) of the **OTHER PARTS** .

9. **TRANSFeree** shall mean a person or persons, Firm, limited Company, Association or Associations of persons to whom any space in the said building shall be transferred by virtue of these presents.

10. **BUILDING PLAN** shall mean such plan for the construction of the building so to be sanctioned and approved by the New Barrackpore Municipality for construction of G+4 multistoried building, including its modification and amenities.

11. **LAWYER** shall mean such person/persons who may be appointed by the developers at their absolute discretion who shall be in charge of all legal acts deeds and contract in between owner and

developers and acts and arbitrate or and in between owner and developers, and/or developers and third parties.

**12. TITLE DEED** : An English Deed of sale being No. 11184 which was executed and registered by one Sri Jawhar Lal Sen & Smt. Jharna Sen , on dt.02/12/2008, registered at ADSR-Barasat, in favour of **M/S HARI INFRA BUILD PVT. LTD.**, and the said deed being no - 11184, which is entered into Book No. I, Vol. No. 38, pages from - 1416 to 1438, in the year **2/12/2008**, and also present agreement for development and General Power of Attorney executed by and between the parties herein and all other relevant documents/papers relating to the hereof.

**13. PREMISES** shall mean premises so to be constructed in land measuring about 17 Cottahs along with existing boundary wall on the eastern side of the aforesaid plot of land classified as "Bastu Land", Mouza - Masunda, Dag No. - 6, 9, 10, 11 & 12, J.L. No. 34, R.S. No. - 96, Touzi No. 1158, R.S khatian No. - 216, 383, 508 & 72, New L.R. Khatian No. 1799, 2798 & 698 and 2796, R.S Khatian No. 216,383,508 & 72, L.R. Dag No. - 9, 10, 11, & 12 in the Scheme Plot No. 1, 2 & 3 being Municipal Holding No. 413/J, College Para under Ward No. 11 within the jurisdiction of New Barrackpore Municipality under Khardah Police Station, at present Ghola Police Station in the District of North 24 Parganas, which is morefully and particularly described in the schedule "A" herein written.



## **ARTICLE -II : COMMENCEMENT**

This agreement shall be deemed to have commenced on and with the effect from <sup>th</sup> day of April 2020, (Two thousand and twenty) A.D.

## **ARTICLE -III : OWNER RIGHT & PRESENTATIONS**

1. **POSSESSION** : The owner are now absolutely, jointly seized and possessed of or otherwise well and sufficiently entitled to the said premises and shall deliver physical as well as identical possession to the developers to develop the said premises.
2. The said premises is free from all sorts of encumbrances and the owner have marketable title in respect of the said premises.

## **ARTICLE -IV : DEVELOPERS RIGHT & PRESENTATIONS**

1. The Developers shall have authority to deal with the property in terms the agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation or acquired right under these agreement.
2. The owner hereby grant subject to what have been hereunder provided, exclusive rights to the Developers to build new building upon the said premises in accordance with the plan sanctioned by the New Barrackpore Municipality in the name of owner with or without any amendment and / or modification thereto made or caused to be made by the parties thereto.

3. All application plans and other papers and documents that may be required by the Developers for the purpose of obtaining necessary sanction from the New Barrackpore Municipality shall be prepared and submitted by the Developers on behalf of the owner and the owner shall sign such plans, application, other papers and documents as and when necessary and all costs expenses including plan sanctioning cost will be borne by the Developers.
4. That the Developers shall carry the demolishing and / or construction work at their own costs in a most skilful manner and shall remain fully liable for all of its acts deeds and things whatsoever and also area in judgment on that account. The Old building materials will be the property of the Developers.
5. Booking from intending purchaser for Developer allocation will be taken by the Developers and the agreement with the intending purchaser/s will be signed in their own name on behalf of the owner as **DEVELOPMENT POWER OF ATTORNEY**.
6. The selling rate of the Developer allocation will be fixed by the Developers without any permission or consultation with the owner. The profit and loss, earned from the project will be entirely received or borne by the Developers and no amount will be adjusted from the owner's allocation on accounts of loss or vice versa on account of profit from Developer allocation.



7. Developer is empowered to collect consideration money from sale of Developer allocation from the intending purchaser and issue money receipt in their name. And more over take advance and full and final consideration from the intending purchasers for developer allocation only.
8. On completion of the proposed building when the flats are ready for giving possession to the intending purchasers the possession letter will be signed by the Developers as the representative and power of Attorney holder of the owner also will sign as confirming party, if needed. The Deed of Conveyance will be signed by the Developers on behalf of and as representatives by the registered Power of Attorney Holder of the owner and the owner will sign Deed of conveyance as confirming Party.
9. All consideration cost will be borne by the developers. No Liabilities on account of construction cost will be charged from owner.

#### **ARTICLE -V : CONSIDERATION**

1. The Developers has agreed to build the said proposed building at their/ his own cost and expenses and owner shall not be required to contribute any sums towards the consideration of the said building or otherwise.

2. In consideration of the owner having agreed to grant exclusive right for developing the said premises in addition to the owner's allocation as herein provided, as mentioned above.

3. Apart from the aforesaid consideration which has already been made by the Developers to the owner as indicate in clause 1 hereinabove written, the developers has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and/or this development agreement and such consideration for all practical purposes will be deemed to be apparent consideration which are as follows :-

- a) Space allocation to the owner.
- b) Costs, charges and expenses incurred for construction erection and completion of the said new building at the said premises.
- c) Costs, charges and expenses on account of causing the plan or map prepared for the purpose of obtaining sanction by the New Barrackpore municipality.
- d) Costs, charges and expenses incurred for installation of engineers if any and also sewerage drainage and other connections.
- e) Fees payable to architect and the Engineers as also fees payable to the New Barrackpore Municipality for the purpose of obtaining necessary permission of sanction for sewerage drainage and water connection.



- f) Legal expenses incurred and paid for this development agreement and all other expenses and charges for the purpose of development of the said premises.
  - g) Cost of supervision of construction of the owner's allocation of the said premises.
4. The owner having agreed to grant exclusive right for developing the said premises in term of these presents the developers has agreed, undertaken to build the said building at their own costs and expenses and the owner shall not required to contribute any towards construction of the said building and/or development of the land. It is hereby made clear that the developers shall after completion of the construction of the said building in all respect delivery possession of the owner's allocation as provided earlier.

#### **ARTICLE -VI: PROCEDURE**

The owner shall grant to the developers General Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in consideration with the construction of the building and also for pursuing and following up the matter with the New Barrackpore Municipality and other authorities and also for selling, transferring and conveying developer allocation and for executing deed of conveyances and handing over physical as well as legal and identical position of the developer allocation to the intending purchaser / purchasers.

### **ARTICLE -VII : DEALING OF SPACE IN THE BUILDING**

1. The developers shall on completion of the new building put the owner in undisputed possession of the owner's allocation TOGETHERWITH all rights of the common facilities and amenities as mentioned earlier.
2. The owner shall be entitled to transfer or otherwise deal with owner's allocation in the building.
3. The developers shall be exclusively entitled to the developer allocation in the building with exclusive right to transfer any right claim interest therein irrespective of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer allocation.
4. In so far as necessary all dealing by the developer in respect of the building including agreement for sale or any kind of transfer receiving advance money concerning developer allocation shall be in the same of the owner's for which purpose of the owner undertake to give the developers or developer agent, a general power of attorney in a from and manner required by the developers. It being understood, that such dealing shall not in any manner fasten or create any financial liability upon the owner.
5. The owner shall execute the deed of conveyance of conveyances of in favour of the developers or in favour of the developer nominees or nominees in such part or parts as shall be required by the developers.



PROVIDED HOWEVER the cost of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall borne and paid by the developers or by the developer such nominee or nominees.

#### **ARTICLE -VIII : SPACE ALLOCATION**

- 1. OWNER'S ALLOCATION** shall mean the constructed area of the said building so to be constructed in accordance with the plan so to be sanctioned by New Barrackpore Municipality receivable by the owner as consideration for the construction and for transferring the constructed area of the said building receivable by the developers against the construction cost, borne by the developer along with the proportionate share of land in favour of developer and /or its / their nominee / nominees and/or the intending purchasers nominated by the developer. It is agreed between by and between the parties that the Owner will get 43.5% Share of ratio of the proposed building with in months from the date of sanction of the building plan.

All Flats will be constructed by the Developers as per the sanctioned plan by the New Barrackpore Municipality according to the specification mentioned herein under in schedule "D" together with proportionate share of common services of the said premises and facilities and enjoyment of the other areas of the building. It is pertinent to mentioned here that the owner hereof shall bear the cost of electric meter for their flat and shop room at their own costs.

The owner allocation will be more specification mentioned and described in the Schedule "B" hereunder written.

2. The owner shall be entitled to transfer or otherwise deal with the owner's allocation in the building.
3. The developers will complete the owner's allocation within the time period as mentioned herein after and make over possession of owner's allocation to the owner.
4. On completion of the proposed building and after obtaining the possession letter from the developers as per terms & condition of the development agreement, the owner agree to sign execute and register at the cost of the developers or the intending buyer all such agreement, document, installments and writings as may be necessary and expedient for the purpose of transfer or sale of the developers allocation provided that the developers deliver the possession of the owner's allocation to the owner in the proposed building earlier.
5. The owner have agreed to join and execute all such conveyance or conveyances as confirming party if the occasion so demands concerning sale or transfer of developer allocation and the owner have also agreed to execute Deed of Conveyance or transfer in respect of the undivided proportionate share of land attributable prorate to the developer allocation in favour of the transferee subject to the aforesaid terms and condition in Article-VI herein.



### **ARTICLE -IX : POWER AND PROCEDURE**

The owner shall execute a development Power of Attorney till completion of the said building and /or give necessary authority in writing in favour of the developers including power of preparing and executing and signing and also presenting for registration of deed of conveyance for developer allocation.

### **ARTICLE -X : NEW BUILDING**

1. The developers shall at their own costs construct and complete the new GA+4 stories building at the said premises in accordance with the sanction plan with good and standard materials as may be specified by the Architect from time to time.
2. The developers shall install erect in the building at developer own cost expenses pump water tank overhead reservoir, electrification permanent electric connection from the WBSCB/C.E.S.C and until permanent electric connection is obtain temporary electric connection shall be provide in a residential building having self contained apartments and constructed for sale of flat therein on ownership basis and as mutually agreed upon.
3. All costs charges and expenses including Architect's fees shall be discharged and paid by the developers and the owner bear no responsibility in this context.
4. The owner shall pay and clear up all the arrears on account of Municipal taxes and outgoings of the said premises upto the date of

this agreement. It is further agreed by and between the parties that the owner shall not pay any taxes as Municipal taxes and other taxes in respect of the said property from the date of execution of these presents. All such taxes outgoing and electricity charges in respect of the said properties would be borne by the developers from the date of execution of these presents till the date of completion and allocation of the floor area between the owner and the developers the Municipal taxes and others taxes payable for the said property shall be borne in proportionate of area of developers and area of owner by the owner and developers and /or their nominees respectively. Up keep repair and maintenance of the said building and other erection and/or structure and common areas including electricity water supply sanctioned and other fittings and fixture storage and rendering common service to the buyer and occupiers of the said premises or any part or portions thereof shall be looked after and managed by the flat owner who shall decide the device charge at the rate may be decided by them after handing over the flats to them by the developers.

#### **ARTICLE -XI: COMMON FACILITIES**

1. The developers shall pay and bear all property taxes and other dues and outgoing in respect of the said premises according due as and from the date of execution this agreement.
2. As soon as the building at the said premises is completed the developers shall give written notice to the owner requiring the owner to make possession of the owner's allocation in the

building if there is no dispute regarding the completion of the building in term of the agreement and according to the specification and plan thereof and certificate of the Architect or the Municipality being provided to that effect, then after 30 days from the date of service of such notice and at all times there after the owner shall be exclusively responsible for payment of all municipal and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as the said rates) payable in respect of the owner's allocation only. The said rates to the proportionate prorate with reference to the said saleable space.

3. The owner and the developers shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owner and the developers and both the parties shall keep each other indemnifies against all claims action demands costs charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the owner or the developers in this behalf.

4. As and from date of service of notice of possession the owner shall also be responsible to pay and bear and shall pay to the developers the service charges for the common facilities in the new building payable in respect of the owner's allocation such charges are to include proportionate share of premium for the



insurance of the building water fire and damaging charges and taxes light sanction and maintenance occasioned repair and renewal charges for bill collection & management of the common facilities renovation replacement repair and maintenance charges and expenses for the building and of all common wiring pipes electrical and mechanical equipments p[umps motor and others electrical and mechanical installation appliances stairways and other facilities whatsoever as may be mutually agreed from time to time PROVIDED THAT if additional insurance premium is required to be paid for insurance of the building by virtue of any particulars and/or in the accommodation within the owner allocation or any part thereof or any additional maintenance or repair is required by virtue whereof the owner shall be exclusively liable to pay and bear the additional premium and/or maintenance or repairing charges as the case may be.

5. Any transfer of any part of the owner's allocation in the new building shall be subject to the any other provisions hereof and the owner shall thereafter be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities.
6. The owner's shall not do any act deed or thongs whereby the developers may be prevented from construction and completion of the said building.

### **ARTICLE -XII : COMMON RESTRICTION**

The owner's allocation in the building shall be subject at to the same restriction and use as are applicable to the developer allocation in the building intended for common benefits of all occupiers of the building which shall as follows.

1. Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause nuisance of hazard to the occupiers of the building.
2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
3. Neither party shall transfer or permit to transfer of their respective allocation or any other portion thereof unless (s) such party have observed and performed all to the and condition on their respective part to be observed and/or performed (n) the proposed transferee shall have given a written understanding to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.

4. Both parties shall abide by all laws by laws rules and regulations of the government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws bylaws and regulation.
5. The respective allocation shall keep the interior walls sewers drains pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building good working conditions and repair and particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
6. No goods of other item shall be kept by the either party for display or otherwise in the corridors or their place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
7. Neither party shall throw or accumulate any dirty, rubbish & waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any portion or portions of the building.



8. The owner shall permit the developers and its servants and agents with or without workman and other at all reasonable times to enter into and upon their owner's allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose or repairing maintaining cleaning lighting and keeping in order the purpose of pulling down maintaining repairing and testing drainage and pipes electric wire and for similar purpose.

#### **ARTICLE -XIII : OWNER'S OBLIGATION**

1. The owner hereby agree and covenant with the developers not to cause any interference or hindrance in the construction of the building at the said premises by the developers.
2. The owner hereby agree and covenant with the developers not to do any act, deed or things whereby the developers may be prevented from selling assigning and/or disposing of any of the developer allocated portion in the building at the said premises.
3. The owner hereby agree and covenant with the developers not to let out, grant, lease, mortgage and/or charge the said premises or any portion there of without the consent in writing of the developers during the period of construction.
4. As the owner are an aged persons, god forbidden, if the owner will die then the successors and legal heirs of his will be the joint owner of the A schedule property.

5. The owner also declare and affirm that the developers shall not permitted to take finance from any financial institution and/or any person for development of the said property by mortgaging and/or charging the property and its original deed and/or part of the property.

#### **ARTICLE -XIV : DEVELOPER OBLIGATION**

1. The developers hereby agree and covenants with the owner to complete the construction of the building within 24 months from the date of sanctioning the plan and from the date of handing over peaceful vacant possession of the land by the owner to the developers whichever is later. The owner's allocation to be delivered within the period as mentioned in the owner's allocation.
2. The developers hereby agree and covenants with the owner to violate or contravenes any of the provision of rules applicable to construction of the said building.
3. The developers hereby agree and covenants with the owner not to do any act, deed or things whereby the owner may be prevented from enjoying, selling assigning and/or disposing of any of the owner's allocation in the building at the said premises.
4. The owner shall remain bound to execute all agreement for sale of transfer concerning developer allocation and further that the

owner shall remain bound to execute General Power of Attorney empowering the Developers / Developer agent to execute all such agreement for sale or transfer for and on behalf of the owner, concerning developer allocation of the building at the said premises.

5. The Developers is hereby obligated and affirm and declare that the developers will deliver the owner's allocation. God forbidden if the owner will die before completion of the project. The owner's allocation will get their successors and legal heirs.

#### **ARTICLE -XV : OWNER'S INDEMNITY**

The owner hereby undertakes that the developers shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the developers perform and fulfill the terms and conditions herein contained and/or its part to be observed and performed.

#### **ARTICLE -XVI : DEVELOPER INDEMNITY**

1. The Developers hereby undertake to keep the owner indemnified against the third party claiming and actions arising out of any sort of act of occupation commission of the developers in relation to the construction of the building.
2. The Developers hereby undertake to keep the owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the developer action with regard to



the development of the said premises and/or for any defect therein.

#### **ARTICLE -XVII : MISCELLANEOUS**

1. The owner and the developers have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constituted as a partnership between the owner and the developers in any manner nor shall the parties hereto be constituted as association of persons.
2. Immediately upon the developers obtaining vacant possessions of the premises so far the developers shall be entitled to start construction if law of the land so permits otherwise shall start construction on obtaining sanction of the building plan from the competent authority.
3. It is understood that from time to time facilities the construction of the building by the developers various deeds matter and things not hereby specified may be required to be done by the developers and for which the developers may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner related to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such execute any such additional power of attorney and/or authorization as may be required by the developers for any such purposes and the owner also undertake to sign and execute all such additional applications and other

documents as the case may be provided that all acts deeds matters and things do not in any way infringe on the rights of the owner and/or against the spirit of these presents.

4. The owner shall not be liable of any income tax, wealth tax or any other taxes in respect of the developer allocation and the developers shall be liable to make payment of the same and keep the owner indemnified against all actions suits proceedings costs charges and expenses in respect thereof.
5. Any notice required to be given by the developers to the owner shall without prejudice to any other mode service available be deemed to have been served on the owner if delivered by and duly acknowledged or sent by prepaid registered post with due acknowledgement and shall likewise be deemed to have been served on the developers by the owner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgement to the registered office of the developers.
6. The developers and the owner shall mutually frame scheme for the management and the administration of the said building and/or common parts thereof. After the completion of the said building the owner hereby agree to abide by all the rules and regulations to be framed by any society / association holding organization and/or any other organization who will be in charge or such management of the affairs of the building and/or common parts

thereof and hereby given their consent to abide by such rules and regulations.

7. The name of building shall be given by the development in the course with the consent of owner.
8. The developers be entitled to borrow money from any bank or banks or any financial institution without creating any financial liability to the owner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the owner nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developers shall keep the owner indemnified against all action suits proceedings and costs charges and expenses in respect thereof.
9. As and from the date of completion of the building the developers and/or its transferees and the owner and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes & outgoing payable in respect of their respective spaces.
10. The owner shall bound to show and/or bound to produce all the original title deeds relating to the said premises simultaneously with the execution of these present to the developers.



11. The building proposed to be constructed by the developers shall be made in accordance with the specification more fully and particularly mentioned and described in the schedule "D" hereunder written.

#### **ARTICLE -XVIII : FORCE MAJEURE**

1. The parties shall not be considered to be liable for any obligation hereunder to the extent that performance of the relating obligations prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
2. "FORCE MAJEURE" shall mean flood, earthquake, riot, war, storm, tempest, civil common strike and/or any other act or commission beyond the control of the parties hereto.

#### **ARTICLE -XIX : JURISDICTION**

The Court of North 24 Parganas alone shall have the Jurisdiction to entertain and determine all action suites and proceeding arising out of these presents between the parties thereto.

Words in this Agreement importing singular shall include plural and vica-versa.

Words in this Agreement importing masculine gender shall include feminine or neuter gender and vice-versa.

### **SCHEDULE "A" ABOVE REFERRED TO**

ALL THAT piece and parcel of land measuring about more or less 17 Cottahs along with existing boundary wall on the eastern side of the aforesaid plot of land classified as "Bastu Land", Mouza - Masunda, Dag No. - 6, 9, 10, 11 & 12, J.L. No. 34, R.S. No. - 96, Touzi No. 1158, R.S khatian No. - 216, 383, 508 & 72, New L.R. Khatian No. 1799, 2798 & 698 and 2796, R.S Khatian No. 216,383,508 & 72, L.R. Dag No. - 9, 10, 11, & 12 in the Scheme Plot No. 1, 2 & 3 being Municipal Holding No. 413/J, College Para under Ward No. 11 within the jurisdiction of New Barrackpore Municipality under Khardah Police Station, at present Gholia Police Station <sup>New New Barrackpore P.S.</sup> in the District of North 24 Parganas, which is butted and bounded by following:-

- ON THE NORTH : Sodepur Road. ✓  
ON THE SOUTH : Boundary Wall. ✓  
ON THE EAST : By existing Building Of Bina Apartment. ✓  
ON THE WEST : By Private Common Passage & Building of Rita Apartment ✓

### **SCHEDULE-"B" ABOVE REFERRED TO**

#### **OWNER ALLOCATION**

**OWNER'S ALLOCATION** shall mean the constructed area of the said building so to be constructed in accordance with the plan so to be sanctioned by New Barrackpore Municipality receivable by the owner as consideration for the construction and for transferring the constructed area of the said building receivable by the developers

against the construction cost, borne by the developer along with the proportionate share of land in favour of developer and /or its / their nominee / nominees and/or the intending purchasers nominated by the developer. It is agreed between by and between the parties that the Owner will get 43.5% Share of ratio of the proposed building with in 36 months from the date of sanction of the building plan.

All Flats will be constructed by the Developers as per the sanctioned plan by the New Barrackpore Municipality according to the specification mentioned herein under in schedule "D" together with proportionate share of common services of the said premises and facilities and enjoyment of the other areas of the building. It is pertinent to mentioned here that the owner hereof shall bear the cost of electric meter for their flat and shop room at their own costs.

**SCHEDULE-"C" ABOVE REFERRED TO**  
**DEVELOPER ALLOCATION**

**DEVELOPER ALLOCATION** shall mean all the remaining portion of the same entire building (excluding owner's allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developers after providing the owner allocation as aforesaid and together with the absolute right of the part of the developers to enter into agreement for sale with intending purchaser / purchasers by and mode of transfer of property Act, and or lease, let out or any manner may with the same as the absolute owner thereof.



## **SCHEDULE-"D" ABOVE REFERRED TO**

### **(Specification of Work)**

1. Construction : As per sanctioned building Plan
2. Foundation : R.C.C foundation and framed structure.
3. Brick Work : Brick work 8", 5" and 3" with specified plaster.
4. Flooring : All floor will be made with V. Tiles / Marble along with 4 inch skirting on all sides.
5. Door : Flash Door (Main Door will be made by Modern materials.
6. Window : All windows will be made of Aluminum sliding window with glass fitted.
7. Grill : M.S. Grill at window.
8. Toilet : Glazed tiles upto 6'-0' ht. pan or a commode in White with cistern, porcelain shower point, one Bib Cock, one wash basin Standard make) with hot and cold water.
9. Kitchen : Black stone with Granite cooking platform with a steel sink and glazed Tiles upto 2' above cooking platform, taps etc. complete with exhaust fan hole.
10. Electrical Works : All wiring will be concealed with electric point.
11. Wall Painting : Decoration cement paint on outside wall. Inside wall finish with plaster of Putty.
12. Water supply : Water sources Municipal water supply good quality P.V.C Pipe line underground overhead water reservoir with Individual distribution B.E. pump and motor.
13. Internal Finish : All the interior walls will be finished with a coat of Putty.

14. Extra Works : Any extra work other than the standard schedule shall be Charged extra and such amount shall be deposited by the Parties before the execution of such works.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hands and seals hereto in presence of witness on the day, month and year first above written.

**WITNESSES :-**

1. Piyal Sen  
of :- Kalyan nagari  
Baruapara, Sodepur

For HARI INFRA BUILD (P) LTD.

*[Handwritten Signature]*  
Director

Signature of the Owner

2. *[Handwritten Signature]*  
G34 2804 390

*[Stamp: P M Hitech P M Weltech Hari Das Debnath Anand Saha Partner]*

Signature of the Developers

Drafted & Prepared by  
*[Handwritten Signature]*

(SUDIP KUMAR SEN)










Advocate

Barrackpore Court.

En. No.- WB120/97

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

Name: Rajesh Kumar Jaiswal












LITTLE	RING	MIDDLE	FORE	THUMB	
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

RK Jaiswal

**Signature of the Presentant**

*Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)*

(2) Name: Haridag Debnath

LITTLE	RING	MIDDLE	FORE	THUMB	<p>বাম হাত</p>  <p>ডান হাত</p>
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

*All the above fingerprints are of the above named person and attested by the said person.*












Haridag Debnath  
**Signature of the Presentant**

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.



**ORDER RULE 44A OF THE I.R. ACT 1908**

Name : Amal Debbarth,


LITTLE	RING	MIDDLE	FORE	THUMB	 ডান হাত
					
THUMB	FORE	MIDDLE	RING	LITTLE	ডান হাত
					

Amal Debbarth,

**Signature of the Presentant**

*Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)*

(2) Name :

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  ডান হাত
THUMB	FORE	MIDDLE	RING	LITTLE	ডান হাত

*All the above fingerprints are of the above named person and attested by the said person.*

**Signature of the Presentant**

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.



*Ramesh*



आधार



Government of India



AADHAAR

भारतीय विशिष्ट पहचान प्राधिकरण  
भारत सरकार  
Unique Identification Authority of India  
GOVERNMENT OF INDIA

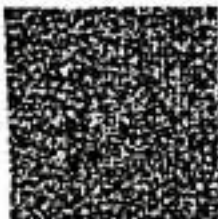
Enrolment No.: 0661/00311/04262

Download Date: 14/07/2014

To  
Rajesh Kumar Jaiswal  
S/O Harihar Prasad Jaiswal  
AL-56, SEC-2, SALT LAKE CITY  
Sech Bhawan  
Bidhannagar CK Market  
North 24 Parganas West Bengal - 700091  
9830924719

Generation Date: 14/07/2014

Signature Not Verified



QR Code with Password

आपका आधार क्रमांक / Your Aadhaar No. :

5011 1890 4415

VID : 9137 9463 2225 1220

मेरा आधार, मेरी पहचान

- सूचना
- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
  - पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
  - यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार अविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .



भारत सरकार  
Government of India



Rajesh Kumar Jaiswal  
Date of Birth/DOB: 04/01/1963  
Male/ MALE

5011 1890 4415

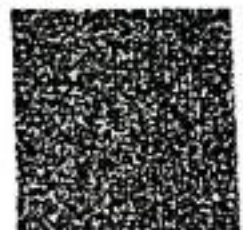
VID : 9137 9463 2225 1220

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

Address:  
S/O Harihar Prasad Jaiswal, AL-56, SEC-2, SALT LAKE CITY, Sech Bhawan, North 24 Parganas, West Bengal - 700091



QR Code with Password

5011 1890 4415

VID : 9137 9463 2225 1220

Rajesh Kumar Jaiswal





ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
ভারত সরকার

Unique Identification Authority of India  
Government of India

ভাষিকার্ত্তির আই ডি / Enrollment No.: 1111/11891/07842

To  
হরিন্দাস দেবন্য  
Haridas Debnath  
S/O: Surendra Chandra Debnath  
381 B C SEN ROAD  
SHAKTIPUR AGARPARA  
Panihati (m)  
Agarpara  
North 24 Paraganas North 24 Parganas  
West Bengal 700109

102915792  
25/11/2014



ML929157928FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**2979 9888 2851**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



হরিন্দাস দেবন্য  
Haridas Debnath  
অনুমোদিত / DOB : 01/01/1966  
পুরুষ / Male



**2979 9888 2851**

আধার - সাধারণ মানুষের অধিকার

*Haridas Debnath*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

HARIDAS DEBNATH  
SURENDRA CHANDRA DEBNATH

01/01/1966

Permanent Account Number

ADOPD6790K



Haridas Debnath

*In case this card is lost / found, kindly inform / return to :*  
Income Tax PAN Services Unit, UTISL  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/ लौटाना :  
आयकर पत्र सेवा यूनिट, UTISL  
प्लॉट नं: ३, सेक्टर ११, सी.बी.डी. बेलपुर,  
नावी मुंबई-४०० ६१४.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
ভারত সরকার

Government of India

ওপিকাভুক্তির আই ডি / Enrollment No.: 1111/11891/07844

To  
অর্ধ দেবনাথ  
Arnob Debnath  
S/O: Harkdas Debnath  
381 B C SEN ROAD  
SHAKTIPUR AGARPARA  
Panihali (m)  
Agarpara  
North 24 Paraganas North 24 Parganas  
West Bengal 700109

25/11/2014  
192916417



ML929164172FT



আপনার আইডি সংখ্যা / Your Enrollment No. :

**7485 3768 3088**

— সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India

অর্ধ দেবনাথ  
Arnob Debnath  
জন্মতারিখ / DOB : 12/01/1996  
পুরুষ / Male

**7485 3768 3088**

আধার — সাধারণ মানুষের অধিকার

Arnob Debnath.



आयकर विभाग  
INCOME TAX DEPARTMENT  
भारत सरकार  
GOVT. OF INDIA

ARNAB DEBNATH  
HARIDAS DEBNATH

12/01/1995  
Permanent Account Number  
BZUPD9804P

Signature



*Arnab Debnath.*



ভারতের নির্বাচন কমিশন  
পশ্চিম পূর্ব  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD

UWN1897800



নির্বাচকের নাম : পিয়াল সেন  
Voter's Name : Piyal Sen

পিতার নাম : দিলীপ কুমার সেন  
Father's Name : Dilip Kumar Sen

লিঙ্গ/সেক্স : পুরু / M

জন্ম তারিখ : 11/04/1997  
Date of Birth

UWN1897800

ঠিকানা:  
কল্যাণনগর পানিহাটী, পশ্চিমবঙ্গ, মেলা, বঙ্গ  
২৪ পালক-700113

Address:  
KALYANNAGAR,NATAGARH, PANIHATI  
GHOLA, NORTH 24 PARGANAS-700113

Date: 10/01/2017

111 - পশ্চিমবঙ্গ নির্বাচন কমিশন পশ্চিম পূর্ব  
অধিকারিকের স্বাক্ষর অনুমতি

Facsimile Signature of the Electoral  
Registration Officer for

111 - Panihati Constituency

বিঃদ্রঃ - পরিবর্তন হলে নতুন ঠিকানা তথ্যে লিখে লস  
কেন্দ্রে বা ওয়েব সাইটে নতুন স্বাক্ষর পরিবর্তন-এ পাসপোর্ট  
সাইজের ফটো সহ পশ্চিমবঙ্গ নির্বাচন কমিশন-তে প্রেরণ করুন।

In case of change in address mention this Card No.  
to the relevant Point for including your name in the  
roll at the changed address and to obtain the card  
with same number 81 / 877

Piyal Sen

# Hari Infra Builds (P) Ltd.

CIN - U63400WB2008PTC129993

## Board Resolution

A meeting has been held to-day by the board of directors of the co. at Office Premises and it was resolved and unanimously decided to develop and construct a Multi-story Building on 17 Katha Land situated at Sodepur Road, Mouza Masunda, under New Barrackpore Municipality by entering into a JV with M/s. P. M. Weltech of 381, B.C. Sen Road, Shaktipur, Agarpara, Panihati (M), North 24 Parganas, Kol - 700 109.

It has also been decided that Director Rajesh Kumar Jaiswal will negotiate and sign all the papers including JV Agreement, Power of Attorney, or other required papers.



Place: Kolkata

Date: 15<sup>th</sup> April, 2021

For HARI INFRA BUILD (P) LTD.

Director

Managing Director

For HARI INFRA BUILD (P) LTD.

Director

For HARI INFRA BUILD (P) LTD.

Director

Directors

#10 Canning Street, 2<sup>nd</sup> Floor, Kolkata - 700001 (WB) India.

Email: [hariinfrabuilds@outlook.com](mailto:hariinfrabuilds@outlook.com)

Contact: 8981887788





Government of West Bengal  
Directorate of Registration & Stamp Revenue

FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	1524000404/2021	Date of Application	04/05/2021
Query No / Year	15242000807093/2021		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr Sudip Kumar Sen		
Stampduty Payable	Rs.75,020/-		
Registration Fees Payable	Rs.21/-		
Applicant Name of the Visit Commission	Mr S K Sen		
Applicant Address	sodepur		
Place of Commission	10, Biplabi Rashbehari Bose Road, 2nd Floor, P.O:- Hare Street, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001		
Expected Date and Time of Commission	04/05/2021 6:10 PM		
Fee Details	J1: 250/-, J2: 350/-, PTA-J(2): 0/-, Total Fees Paid: 600/-		
Remarks			





Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue


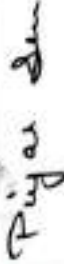
OFFICE OF THE A.D.S.R. SODEPUR, District Name :North 24-Parganas


Signature / LTI Sheet of Query No/Year 15242000807093/2021

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Rajesh Kumar Jaiswal 10, Biplabi Rashbehari Bose Road, 2nd Floor, P.O:- Hare Street, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001	Represent ative of Land Lord [MS Hari Infra Build Pvt Ltd ]		1368 	 04/05/2021
2	Mr Haridas Debnath 381, B C Sen Road, Shaktipur, P.O:- Agarpara, P.S:- Khardaha, Panihati, District:-North 24- Parganas, West Bengal, India, PIN - 700109	Represent ative of Developer [P M Weltech ]		1367 	 04-05-2021
3	Mr Arnab Debnath 381, B C Sen Road, Shaktipur, P.O:- Agarpara, P.S:- Khardaha, Panihati, District:-North 24- Parganas, West Bengal India, PIN - 700109	Represent ative of Developer [P M Weltech ]		1366 	 04.05.2021



Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
Mr Piyal Sen Son of Dilip Kumar Sen Kalyan Nagar, P.O:- Natagarh, P.S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN - 700113	Mr Rajesh Kumar Jaiswal, . Mr Haridas Debnath, Mr Arnab Debnath		1369	 4/5/21

  
 (Amrita Chakravorti)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R.  
 SODEPUR  
 North 24-Parganas, West  
 Bengal  
 Additional District Sub-Registrar  
 Sodepur, North 24-Parganas





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

**GRN:** 192021220008837951  
**GRN Date:** 04/05/2021 20:17:04  
**BRN :** IK0BCNDYD2  
**Payment Status:** Successful

**Payment Mode:** Online Payment  
**Bank/Gateway:** State Bank of India  
**BRN Date:** 04/05/2021 20:05:20  
**Payment Ref. No:** 2000807093/8/2021  
[Query No\*/Query Year]

**Depositor Details**

**Depositor's Name:** Arindam sarkar  
**Address:** Ruiya  
**Mobile:** 9874667687  
**Depositor Status:** Others  
**Query No:** 2000807093  
**Applicant's Name:** Mr Sudip Kumar Sen  
**Address:** A.D.S.R. SODEPUR  
**Office Name:** A.D.S.R. SODEPUR  
**Identification No:** 2000807093/8/2021  
**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	2000807093/8/2021	Property Registration- Stamp duty	0030-02-103-003-02	70020
2	2000807093/8/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>70041</b>

**IN WORDS: SEVENTY THOUSAND FORTY ONE ONLY.**

## Major Information of the Deed

No / Year	I-1524-03488/2021	Date of Registration	08/05/2021
	1524-2000807093/2021	Office where deed is registered	
Date	19/04/2021 2:44:39 PM	1524-2000807093/2021	
Applicant Name, Address & Other Details			
Sudip Kumar Sen Bkp Court, Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL, PIN - 700120, Mobile No. : 7439149361, Status : Advocate			
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value		Market Value	
Rs. 1/-		Rs. 4,01,62,495/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,020/- (Article:48(g))		Rs. 21/- (Article:E, E)	
Remarks		Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)	

### Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: NEW BARRACKPORE, Road: Sodepur Road, Mouza: Masunda, JI No: 34, Pin Code : 700112

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-9 (RS :- )	LR-1799	Bastu	Bastu	17 Katha	1/-	4,01,62,495/-	Width of Approach Road: 150 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>28.05Dec</b>	<b>1 /-</b>	<b>401,62,495 /-</b>	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>MS Hari Infra Build Pvt Ltd</b> 10, Biplabi Rashbehari Bose Road, 2nd Floor, P.O:- Hare Street, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.:: ACxxxxxx6E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>P M Weltech</b> 381, B C Sen Road, Shaktipur, P.O:- Agarpara, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700109 , PAN No.:: ADxxxxxx0K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative





**Identifier Details :**

Address, Photo, Finger print and Signature

**1 Mr Rajesh Kumar Jaiswal**

Son of Mr Harihar Prasad Jaiswal 10, Biplabi Rashbehari Bose Road, 2nd Floor, P.O:- Hare Street, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7C, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : MS Hari Infra Build Pvt Ltd (as PARTNER)

**2 Mr Haridas Debnath**

Son of Surendra Chandra Debnath 381, B C Sen Road, Shaktipur, P.O:- Agarpara, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700109, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx0K, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : P M Weltech (as PARTNER)

**3 Mr Arnab Debnath (Presentant)**

Son of Mr Haridas Debnath 381, B C Sen Road, Shaktipur, P.O:- Agarpara, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700109, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BZxxxxxx4P, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : P M Weltech (as PARTNER)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Piyal Sen</b> Son of Dilip Kumar Sen Kalyan Nagar, P.O:- Natagarh, P.S:- Ghola, District:-North 24-Parganas, West Bengal, India, PIN - 700113			

Identifier Of Mr Rajesh Kumar Jaiswal, Mr Haridas Debnath, Mr Arnab Debnath

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	MS Hari Infra Build Pvt Ltd	P M Weltech-28.05 Dec

**Land Details as per Land Record**

District: North 24-Parganas, P.S:- Khardaha, Municipality: NEW BARRACKPORE, Road: Sodepur Road, Mouza: Masunda, JI No: 34, Pin Code : 700112

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 9, LR Khatian No:- 1799	Owner: সিকিৎসক সেন, Gurdian: সিকিৎসক সেন (মৃত), Address: সিকিৎসক, Classification: কৃষ্ণ, Area: 0.08000000 Acre,	Seller is not the recorded Owner as per Applicant.





**Admission of Execution (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)**

Presented for registration at 17:25 hrs on 04-05-2021, at the Private residence by Mr Arnab Debnath .

**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 4,01,62,495/-

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

Execution is admitted on 04-05-2021 by Mr Rajesh Kumar Jaiswal, PARTNER, MS Hari Infra Build Pvt Ltd, 10, Biplob Rashbehari Bose Road, 2nd Floor, P.O:- Hare Street, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001

Identified by Mr Piyal Sen, . . Son of Dilip Kumar Sen, Kalyan Nagar, P.O: Natagarh, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Others

Execution is admitted on 04-05-2021 by Mr Haridas Debnath, PARTNER, P M Weltech, 381, B C Sen Road, Shaktipur, P.O:- Agarpara, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700109

Identified by Mr Piyal Sen, . . Son of Dilip Kumar Sen, Kalyan Nagar, P.O: Natagarh, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Others

Execution is admitted on 04-05-2021 by Mr Arnab Debnath, PARTNER, P M Weltech, 381, B C Sen Road, Shaktipur, P.O:- Agarpara, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700109

Identified by Mr Piyal Sen, . . Son of Dilip Kumar Sen, Kalyan Nagar, P.O: Natagarh, Thana: Ghola, , North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession Others

*Amrita Chakravorti*

**Amrita Chakravorti**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SODEPUR**  
**North 24-Parganas, West Bengal**

**On 06-05-2021**

**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 Fees**

Certified that required Registration Fees payable for this document is Rs 21/- ( E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 04/05/2021 8:18PM with Govt. Ref. No: 192021220008837951 on 04-05-2021, Amount Rs: 21/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0BCNDYD2 on 04-05-2021, Head of Account 0030-03-104-001-16



Stamp Duty

required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000/-

Rs 70,020/-

Stamp

Type: Court Fees, Amount: Rs.10/-

Type: Impressed, Serial no 12978, Amount: Rs.5,000/-, Date of Purchase: 29/04/2021, Vendor name: Rana

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 04/05/2021 8:18PM with Govt. Ref. No: 192021220008837951 on 04-05-2021, Amount Rs: 70,020/-, Bank:  
State Bank of India ( SBIN0000001), Ref. No. IK0BCNDYD2 on 04-05-2021, Head of Account 0030-02-103-003-02

Amrita Chakravorti

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SODEPUR

North 24-Parganas, West Bengal



of Registration under section 60 and Rule 69,  
ered in Book - I  
me number 1524-2021, Page from 137188 to 137250  
ing No 152403488 for the year 2021.



Digitally signed by AMRITA  
CHAKRAVORTI  
Date: 2021.05.11 15:21:24 +05:30  
Reason: Digital Signing of Deed.

(Amrita Chakravorti) 2021/05/11 03:21:24 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SODEPUR  
West Bengal.



(This document is digitally signed.)