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Additional District Sub-Registrar,
Rajarhat, New Town, North 24-Pga

07 FEB 2018 DEVELOPMENT
AGREEMENT

1. Date : 6th February 2018
2. Place : Kolkata
3. Parties :
 - 3.1 KESHAW PRASAD
JAIHWAL @ KESHAV

নং - 3387
সন ও তারিখ - 16.1.18

জেডার নাম -
সাকিন - Linaki chaltapadhyay

স্ট্যাম্প মূল্য - kr — Shv Boat cat
ভেডার -

বারাসাত কোর্ট, উত্তর হাট পরগণা

ভেডার - শ্রী হরদান চন্দ্র সাধু

টি.ডি. নং - 20 DEC 2017
তারিখ - 240000

স্ট্যাম্প মূল্য -
টিকাসী অফিস - বারাসাত

- Arijit Bose
@ Abhijit Bose



- Arijit Bose
@ Abhijit Bose



- Subarind Deeth



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স্বাক্ষরিত

Kristina Das
Sho Laksh Das
PD/7 Arjampur
PO - Arjampur
P.S. Bagulur
Kd - 70059
Advocate

PRASAD JAISWAL [PAN NO. ACUPJ7926J], son of Late Ramnath Jaiswal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 14, Sakra Para Lane, P.O. Boubazar, P.S. Muchipara, Kolkata - 700 012, District - Kolkata, West Bengal.

Hereinafter called and referred to as the "**LANDOWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, representatives and assigns and nominee or nominees) of the **ONE PART**.

AND

3.2 **AD CONSTRUCTION [PAN NO. ABGFA0140G]**, a Partnership Firm, having its office address at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700 067, District - Kolkata, West Bengal, represented by its Partners namely (1) **ABHIJIT BOSE @ AVIJIT BOSE [PAN NO. AIWPB8626P]**, son of Sital Bose, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Indrani Apartment, 2nd Floor, Dr. B.C. Roy Sarani, Jyanga, Uttarayan, P.O. Jyanga, P.S. Baguiati, Kolkata - 700 059, District North 24 Parganas, West Bengal & (2) **DEBASISH DATTA [PAN NO. ADTPD5789R]**, son of Dharmadas Datta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at P-19, CIT Road, Scheme-VIII (M), P.O. Ultadanga, P.S. Manicktala, Kolkata - 700 067, District - Kolkata, West Bengal.

Hereinafter called and referred to as "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowner and the Developer collectively Parties and individually Party.



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HAWAIIAN

Registered Deed of Conveyance, registered on 23.04.1962, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 559, Pages 58 to 59, being Deed No. 3276 for the year 1962.

- 5.1.2 **Demise of Ramnath Mau :** While in absolute possession and ownership over the aforesaid plot of land, the said Ramnath Mau died intestate, leaving behind his only wife, Basamati Mau, as his only legal heir and successor in respect of the aforesaid property, left by the said Ramnath Mau, since deceased.
- 5.1.3 **Absolute Ownership of Basamati Mau :** Thus on the basis of the aforementioned facts and circumstances on the basis of inheritance received from her deceased husband, Ramnath Mau, the said Basamati Mau, became the absolute owner of the aforesaid plot of land measuring 14.50 (Fourteen Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 2889 & 2890 corresponding to R.S. Dag No. 3091 & 3092, under C.S Khatian No. 195/1, R.S. Khatian No. 367, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.
- 5.1.4 **Sale By Basamati Mau to Hazari Barui :** The said Basamati Mau sold, transferred and convey the aforesaid plot of land measuring 14.50 (Fourteen Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 2889 & 2890 corresponding to R.S. Dag No. 3091 & 3092, under C.S Khatian No. 195/1, R.S. Khatian No. 367, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Hazari Barui, son of Late Adhar Chandra Barui, by the strength of a Registered Deed of Conveyance, registered on 10.10.1980, registered in the office of the Sub-Registrar, Cossipore Dum Dum, and recorded in Book No. 1, Volume No. 1439, Pages 183 to 185, being Deed No. 7780 for the year 1980.
- 5.1.5 **Absolute Ownership of Hazari Barui under Deed No. 7780 for the year 1980 :** Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 7780 for the year 1980, the said Hazari Barui, became the absolute owner of the aforesaid plot of land measuring 14.50 (Fourteen Point Five Zero) Decimals more or less, comprised in C.S. Dag No. 2889 & 2890 corresponding to R.S. Dag No. 3091 & 3092, under C.S Khatian No. 195/1, R.S. Khatian No. 367, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.



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- 5.1.6 **Sale By Hazari Barui to Sarbeswar Mondal** : The said Hazari Barui plotted the aforesaid total land and sold, transferred and conveyed a demarcated plot of land, being Plot No. 2, land measuring :

<u>C.S. Dag</u> <u>No.</u>	<u>R.S. Dag</u> <u>No.</u>	<u>C.S. Khatian</u> <u>No.</u>	<u>R.S. Khatian</u> <u>No.</u>	<u>Total Land in Dag</u> <u>[In Decimal]</u>	<u>Sold Property</u> <u>[In Decimal]</u>
2889	3091	195/1	367	30	2.00
2890	3092	195/1	367	14	1.50
					<u>3.50</u>

In total land measuring 3.50 (Three Point Five Zero) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, comprised in C.S. Dag Nos. 2889 & 2890, R.S. Dag Nos. 3091 & 3092, under C.S. Khatian No. 195/1, R.S. Khatian No. 367, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one Sarbeswar Mondal, son of Priyanath Mondal, by the strength of a Registered Deed of Conveyance, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, Volume No. 94, Pages 217 to 226, being Deed No. 4650 for the year 1988.

- 5.1.7 **Record by Sarbeswar Mondal** : After purchasing the aforesaid plot of land, the said Sarbeswar Mondal duly recorded his name in the record of the L.R. Settlement, in L.R. Khatian No. 1914/2.

- 5.1.8 **Absolute Ownership of Sarbeswar Mondal under Deed No. 4650 for the year 1988** : Thus on the basis of the aforesaid Registered Deed of Conveyance, bearing Deed No. 4650 for the year 1988, the said Sarbeswar Mondal, became the absolute owner of the aforesaid plot of land measuring :

<u>R.S./L.R.</u> <u>No.</u>	<u>R.S. Khatian</u> <u>No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Total Land in Dag</u> <u>No.</u>	<u>Nature of</u> <u>Land</u>	<u>Absolute Ownership</u> <u>[In Decimal]</u>
3091	367	1914/2	30	Sali	2.00
3092	367	1914/2	14	Sali	1.50
					<u>3.50</u>

In total land measuring 3.50 (Three Point Five Zero) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less,



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comprised in C.S. Dag Nos. 2889 & 2890, R.S./L.R. Dag Nos. 3091 & 3092, under C.S. Khatian No. 195/1, R.S. Khatian No. 367, L.R. Khatian No. 1914/2, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas.

5.1.9 **Sale By Sarbeswar Mondal to (1) Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, (2) Shyamlal Khandelwal & (3) Raghubar Dayal Khandelwal** : While in absolute possession and ownership over the aforesaid plot of land, the said Sarbeswar Mondal sold, transferred and conveyed, the aforesaid plot of land measuring :

<u>R.S./L.R.</u> <u>No.</u>	<u>R.S. Khatian</u> <u>No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Total Land in Dag</u> <u>No.</u>	<u>Nature of</u> <u>Land</u>	<u>Sold Property</u> <u>[In Decimal]</u>
3091	367	1914/2	30	Sali	2.00
3092	367	1914/2	14	Sali	1.50
					3.50

In total land measuring 3.50 (Three Point Five Zero) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 2 (Two) Chittaeks 0 (Zero) sq. ft. more or less, comprised in C.S. Dag Nos. 2889 & 2890, R.S./L.R. Dag Nos. 3091 & 3092, under C.S. Khatian No. 195/1, R.S. Khatian No. 367, L.R. Khatian No. 1914/2, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one (1) Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, son of Late Ramnath Jaiswal, (2) Shyamlal Khandelwal, son of Babulal Khandelwal & (3) Raghubar Dayal Khandelwal, son of Late Bhagwan Sahal Khandelwal, by the strength of a Registered Deed of Conveyance, registered on 12.12.2007, registered in the office of the A.D.S.R. Bidhannagar, Salt Lake City, and recorded in Book No. 1, CD Volume No. 5, Pages 9944 to 9959, being Deed No. 06775 for the year 2007.

5.1.10 **Absolute Joint Ownership of (1) Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, (2) Shyamlal Khandelwal & (3) Raghubar Dayal Khandelwal under Deed No. 06775 for the year 2007** : Thus on the basis of the aforesaid Registered Deed of Conveyance, bearing Deed No. 06775 for the year 2007; the said (1) Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, (2) Shyamlal Khandelwal & (3) Raghubar Dayal Khandelwal, became the absolute joint owners of the aforesaid plot of land measuring :



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<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Total Land in Dag</u>	<u>Nature of Land</u>	<u>Joint Ownership</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>		<u>[In Decimal]</u>
3091	367	1914/2	30	Sali	2.00
3092	367	1914/2	14	Sali	1.50
					<u>3.50</u>

In total land measuring 3.50 (Three Point Five Zero) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq. ft. more or less, comprised in C.S. Dag Nos. 2889 & 2890, R.S./L.R. Dag Nos. 3091 & 3092, under C.S Khatian No. 195/1, R.S. Khatian No. 367, L.R. Khatian No. 1914/2, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, and each having undivided 1/3rd share in the aforesaid property.

5.1.11 **Joint Sale by (1) Shyamlal Khandelwal & (2) Raghubar Dayal Khandelwal to their co-owner, Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal :** The said (1) Shyamlal Khandelwal & (2) Raghubar Dayal Khandelwal, jointly sold, transferred and conveyed their undivided joint 2/3rd share in the aforesaid plot of land measuring :

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Joint Ownership</u>	<u>Sold Property</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>[In Decimal]</u>	<u>[In Decimal]</u>
3091	367	1914/2	2.00	1.34
3092	367	1914/2	1.50	1.00
				<u>2.34</u>

In total land measuring 2.34 (Two Point Three Four) Decimals more or less being undivided 2/3rd share in the aforesaid total land measuring 3.50 (Three Point Five Zero) Decimals more or less, comprised in C.S. Dag Nos. 2889 & 2890, R.S./L.R. Dag Nos. 3091 & 3092, under C.S Khatian No. 195/1, R.S. Khatian No. 367, L.R. Khatian No. 1914/2, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to their co-owner, the said Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, by the strength of a Registered Deed of Conveyance, registered on 05.04.2013, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. 1, CD Volume No. 6, Pages 6124 to 6143, being Deed No. 03997 for the year 2013.



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5.1.12 **Absolute Ownership of Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal under (1) Deed No. 06775 for the year 2007 & (2) Deed No. 03997 for the year 2013** : Thus on the basis of his own undivided 1/3rd share received through the aforesaid Registered Deed of Conveyance bearing Deed No. 06775 for the year 2007, and on the basis of the undivided 2/3rd share received through the aforesaid Registered Deed of Conveyance bearing Deed No. 03997 for the year 2013, the said Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, Landowner herein, became the absolute sole owner of the aforesaid total plot of land measuring :

<u>R.S./L.R.</u> <u>No.</u>	<u>R.S. Khatian</u> <u>No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Total Land in Dag</u> <u>No.</u>	<u>Nature of</u> <u>Land</u>	<u>Absolute Ownership</u> <u>[In Decimal]</u>
3091	367	1914/2	30	Sali	2.00
3092	367	1914/2	14	Sali	1.50
					<u>3.50</u>

In total land measuring 3.50 (Three Point Five Zero) Decimals more or less equivalent to land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, comprised in R.S./L.R. Dag Nos. 3091 & 3092, under R.S. Khatian No. 367, L.R. Khatian No. 1914/2, in Mouza - Ghuni, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, and morefully described in the First Schedule hereunder written.

5.1.13 **L.R. Record** : While in absolute possession and ownership over the aforesaid total plot of land, the said Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, Landowner herein, duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. 8180.

6. **Desire of Development of the Land & Acceptance** : The said Keshaw Prasad Jaiswal @ Keshav Prasad Jaiswal, Landowner herein express his desire to develop the aforesaid plot of land measuring 3.50 (Three Point Five Zero) Decimals more or less, morefully described in the First Schedule hereunder written, by constructing a high rise building/s thereon, and the present Developer have accepted the said proposal and the present Landowner has decided to enter into the present Development Agreement with the Developer herein for the said demarcated plot of land mentioned above and explicitly described in the First Schedule hereunder written.



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7. **Registered Power of Attorney** : For the smooth running of the said project, the Landowner herein agreed to execute a registered Power of Attorney, by which the Landowner herein has appointed and nominated the Developer herein, as his Constituted Attorneys, to act on behalf of the Landowner.

8. **DEFINITION :**

- 8.1 **Building** : Shall mean high rise building/s so to be constructed on the schedule property.
- 8.2 **Common Facilities & Amenities** : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas (if any) and other amenities and facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- 8.3 **Saleable Space** : Shall mean the space within the building, which is to be available as an unit/flat for independent use and occupation in respect of Landowner's Allocation & Developer's Allocation as mentioned in this Agreement.
- 8.4 **Landowner's Allocation** : Shall mean the consideration against the project by the Landowner, morefully described in Second Schedule hereunder written.
- 8.5 **Developer's Allocation** : Shall mean all the remaining area of the proposed high rise building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 8.6 **Architect / Engineer** : Shall mean such person or persons being appointed by the Developer.
- 8.7 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 8.8 **Building Plan** : Shall mean such plan or revised sanctioned plan for the construction of the high rise building, which will be sanctioned by the competent authority in the name of the Landowner for construction of the building including its modification and amenities and alterations.



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- 8.9 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 8.10 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 8.11 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.

9. **LANDOWNER'S RIGHT & REPRESENTATION :**

- 9.1 **Indemnification regarding Possession & Delivery** : The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.
- 9.2 **Free From Encumbrance** : The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

10. **DEVELOPER/PROMOTER'S RIGHTS :**

- 10.1 **Authority of Developer** : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.
- 10.2 **Right of Construction** : The Landowner hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.
- 10.3 **Construction Cost** : The Developer shall carry total construction work of the present multi building at their own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation and/or the proposed high rise building.



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- 10.4 **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
- 10.5 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Landowner as a Registered Power of Attorney Holders. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.
- 10.6 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 10.7 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 10.8 **Possession to the Landowner :** On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- 10.9 **Possession to the intending purchaser:** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowner.
- 10.10 **Deed of Conveyance :** The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowner in respect of Developer's Allocation.

11. **CONSIDERATION :**

- 11.1 **Permission against Consideration :** The Landowner grant permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.



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12. **DEALING OF SPACE IN THE BUILDING :**

12.1 **Exclusive Power of Dealings of Landowner :** The Landowner shall be entitled to transfer or otherwise deal with Landowner's Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowner's Allocation.

12.2 **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowner and the Landowner shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. **POWER AND PROCEDURE :**

13.1 I, the Landowner/Executant/Principal herein, am executing this present Registered Power of Attorney upto the period of completion of the project in writing in favour of the Developer/Promoter including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, I am hereby appointing, nominating and constituting the Developer herein, as my constituted attorneys, to do, act and represent myself in my name and on my behalf, as follows :

(a) To appear and represent before the authorities of Panchayet/Municipal Authority, CESC Ltd./W.B.S.E.D.C.L., Income Tax Department Authorities, under the Town and Country Planning Act, Airport Authority of India, Assurance of Calcutta, District Registrar, Additional District Sub-Registrar, and before all other statutory and local bodies as and when necessary for the purpose of construction of new building/s and do all the needful as per the terms and conditions mentioned in this present Development Agreement for allotment/registration and sale of flats, shops, garage spaces of Developer's Allocation.

(b) To apply, obtain electricity, Gas, Water, Sewerage orders and permissions from the necessary authorities as to expedient for sanction, modification and/or alteration of the development, plans and also to submit and take delivery of title deeds concerning the said premises and also other papers and documents as may be required by the necessary authorities and to appoint Engineers, Architects and other Agents and Sub-Contractor for the aforesaid purpose as the said Developer/Attorneys may think fit and proper.



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- (c) To manage and maintain the said premises including the building/s to be constructed thereon.
- (d) To sign, verify and file applications, forms, building plans and revised building plans for high rise building/s, deeds, documents and papers in respect of said premises before the competent authority or before any other statutory authorities for the purpose of maintenance, protection, preservation and construction of building/s over and above the said premises.
- (e) To pay all Panchayet/Municipal and other Statutory Taxes, Rates and charges in respect of the said land and premises on my behalf and in my name as and when the same will become due and payable.
- (f) To enter in to any Agreement for Sale, Memorandum of Understanding and/or to sign and execute deed of amalgamation with neighbour's plot of land of the schedule property and/or any other instruments and deeds & documents in respect of sale of flat/s, units and/or car parking spaces within Developer's Allocation in the proposed building/s in favour of the intending purchaser/s in terms of the present Development Agreement. To take finance/loan in their names (Developer's name) or in the name of intending purchaser/s from any financial concern by depositing and mortgaging flat/flats/shops/garages from Developer's Allocation and to sign in the papers and documents for the said purpose. To sign and execute and make registration of any Agreement for Sale, Memorandum of Understanding and/or Deed of Conveyance and/or any other instruments and documents in respect of sale of flats/s, shop/s, units and/or car parking spaces in the proposed building/s in favour of the intending purchaser/s relating to Developer's Allocation.
- (g) To receive the consideration money in cash or by cheque/draft from the intending purchaser or purchasers for booking of flat/s, shops/garages or units or car parking spaces relating to Developer's Allocation and to grant receipts thereof and to give full discharge to the purchaser/s.
- (h) To do all the needful according to the condition mentioned in this present Development Agreement regarding negotiation, agreement/contact for sale of flats, garages, covered spaces and car parking spaces within the Developer's Allocation.



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- (i) To instruct the Advocate/Lawyer for preparing and/or drafting such agreements, instruments, deeds & documents and other such papers as per the terms and conditions agreed upon by both the parties in this present Development Agreement, as may be necessary for the purpose for sale of the flats/units and car parking spaces in the said building/s relating to Developer's Allocation in my said premises.
- (j) To commence, prosecute, enforce, defend, answer and oppose all actions, demands and other legal proceedings touching any of the matter concerning the said premises or any part or portion thereof.
- (k) To sign, declare and/or affirm any Complaint, Written Statement, Petition, Affidavit, Verification, Vakalatnama, Warrant of Attorney, Memo of Appeal or any other documents or papers in any proceedings relating to the said premises or in anyway connected therewith, arising out of the agreements and relating to the construction to be made in the premises.
- (l) That Attorney/Developer will take all the necessary steps before the proper Registering Officer by signing, presenting and executing proper Agreements for Sale/Deeds of Conveyance in favour of any intending purchasers of Developer's Allocation.
- (m) For all or any of the purposes herein before stated and to appear and represent me before all concerned authorities having jurisdiction over the said premises as per the condition mentioned in the this present Agreement.
- (n) The Attorney/Developer will do the aforesaid acts, deeds and things regarding development of the land mentioned in the schedule of this present Development Agreement.

14. NEW BUILDING :

- 14.1 **Completion of Project :** The Developer shall at their own costs construct, and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.
- 14.2 **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead



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reservoir, electrification, permanent electric connection from the CESC Ltd./ W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

- 14.3 **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.
- 14.4 **Panchayet/Municipal Taxes & Other Taxes of the Property :** The Landowner shall pay and clear up all the arrears on account of Panchayet/Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will bear the same from the date of execution of these presents till the date of completion of the construction and allocation.

From the date of completion and allocation of the floor area between the Landowner and the Developer the Panchayet/Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and/or their nominees and the Landowner and/or his nominee/nominees respectively.

- 14.5 **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and/or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof.

15. **PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :**

- 15.1 **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the Panchayet/Municipal Corporation being provided to that effect.
- 15.2 **Payment of Panchayet/Municipal Taxes :** Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be



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exclusively responsible for payment of all Panchayet/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 Landowner's Allocation only.

- 15.3 **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and 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 installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

16. **COMMON RESTRICTION :**

- 16.1 **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-
- 16.1.1 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 any nuisance or hazard to the other occupiers of the building.
- 16.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 16.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and / or performed (n) the proposed transferee shall have given a written undertaking to the terms and conditions hereof



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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.

- 16.1.4 Both parties shall abide by all laws, byelaws, rules and regulation 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, byelaws and regulation.
- 16.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in 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.
- 16.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other 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.
- 16.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 16.1.8 The Landowner shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon his allocation and every part thereof for the purpose of maintenance & repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. LANDOWNER'S OBLIGATION :

17.1 **No Interference :**

The Landowner hereby agrees and covenants with the Developer :



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not to cause any interference or hindrance in the construction of the building by the Developer.

not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.

not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

18. DEVELOPER'S OBLIGATIONS :

18.1 **Time Schedule of Handing Over Landowner's Allocation :** The Developer hereby agrees and covenants with the Landowner to handover Landowner's Allocation (morefully described in the Second Schedule hereunder written) within 48 (Forty Eight) months from the date of sanctioning the building plan from the concerned authority. The Landowner also permit the Developer a grace period of 6 (Six) months more to handover the Landowner's Allocation

18.2 **Penalty :** If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs. 2,000/- (Rupees Two Thousand) only per month to the Landowner as demurrage.

18.3 **No Violation :** The Developer hereby agrees and covenants with the Landowner not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of Landowner's Allocation in the building at the said premises vice versa.

19. LANDOWNER'S INDEMNITY

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



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20. **DEVELOPER'S INDEMNITY :**

The Developer hereby undertakes to keep the Landowner

indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.

against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

21. **MISCELLANEOUS :**

21.1 **Contract Not Partnership :** The Landowner and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Landowner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

21.2 **Not specified Premises :** It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.

21.3 **Not Responsible :** The Landowner shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.



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- 21.4 **Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 21.5 **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society / association / holding organisation and/or any other organisation, 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.
- 21.6 **Name of the Building :** The name of the building shall be given by the developer in due course.
- 21.7 **Right to borrow fund :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of his estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 21.8 **Documentation :** The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owner will bound to produce documents in original before any competent authority for inspection.
22. **FORCE MAJEURE :**

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence



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of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

23. **DISPUTES :**

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal : The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowner.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. **JURISDICTION :**

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.



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THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Land]

ALL THAT piece and parcel of a demarcated plot of land measuring :

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Total Land in Dag</u>	<u>Nature of</u>	<u>Total Land Area</u>
<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>No.</u>	<u>Land</u>	<u>[In Decimal]</u>
3091	367	8180	30	Sali	2.00
3092	367	8180	14	Sali	1.50
					3.50

In total land measuring **3.50 (Three Point Five Zero) Decimals** be the same a little more or less equivalent to land measuring 2 (Two) Cottahs 2 (Two) Chittacks 0 (Zero) sq.ft. more or less, comprised in **R.S./L.R. Dag Nos. 3091 & 3092**, under **R.S. Khatian No. 367, L.R. Khatian No. 8180**, lying and situate at **Mouza - Ghuni**, J.L. No. 23, Re. Sa. No. 232, Touzi No. 178, Hal Touzi No. 10, Pargana - Kalikata, P.S. formerly Rajarhat presently New Town, A.D.S.R.O. formerly Bidhannagar, Salt Lake City now Rajarhat, New Town, within the local limit of Jyangra Hatiara 2 No. Gram Panchayet, in the District North 24 Parganas, West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH : Land of Subodh Majhi.
ON THE SOUTH : Canal Side Road.
ON THE EAST : Land of Puspa Mondal.
ON THE WEST : Land of Swapan Gain & Others.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNER'S ALLOCATION : The Landowner hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of high rise building over and above the same will be entitled to have the allocation in the manner as follows :-



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Rajahmundry, New Town, North 24-1028

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The Landowner's Allocation will be allotted as follows :-

1. The Landowner will get 48% (Forty Eight Percent) of the total constructed area in form of self contained self contained residential flats/shops/garages in the proposed building, so to be constructed by the developer on the schedule land morefully described in the First Schedule hereinabove written.

Later on, after preparation of the Floor Plan, the said residential flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the said residential flats/shops/garages within the purview of the Landowner's Allocation and the said Supplementary Development Agreement/s will be treated as part and parcel of this present Development Agreement.

2. The Landowner will also get a sum of Rs. 10,00,000/- (Rupees Ten Lakh) only as refundable security deposit to be payable at the time of signing, executing and registering of this present Development Agreement.

It is settled that the aforesaid refundable security deposit amounted to Rs. 10,00,000/- (Rupees Ten Lakh) only will be refunded by the Landowner to the Developer herein on or before receiving possession of his Landowner's Allocation as described above.

3. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the high rise building, so to be constructed by the present Developer on the land in question.
4. The said residential flats will be in habitable condition with proportionate share of the land, common roof facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.



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5. The Landowner will also give permission to amalgamate his plot with other neighbour plots. The area constructed in the amalgamated plot will be divided in between the Landowner in proportionate to their land ratio.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire building [excluding Landowner's Allocation as described above] including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/purchasers teamsters, by and mode of Transfer of Property Act and/or lease, let out, or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Specifications]

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8"/5" thick brick wall and plastered with cement mortar.
3. INTERNAL WALL : 5"/3" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of Marble/Floor Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6" height with white glazed tiles of standard brand.
6. KITCHEN : Cooking platform and sink with tap will be of black stone 2'-6" height glazed white standard tiles above the platform to protect the oil spot.
7. TOILET : Toilet of Indian type/commode, all with PVC Cistern. All fittings are in standard type. One wash hand basin in dining space of flat.



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Rajahmundry, New Town, North 24-Pgs

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8. DOORS : All doors are wooden frame & flush doors. Standard lock and peep hole on main entrance door.
9. WINDOWS : Alluminium Channel window with full glass panel and good quality grill will be provided in the windows.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary Submersible Pump will be installed.
11. PLUMBING : Toilet concealed wiring with two bibcock, one shower, in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill (half) will be fully covered.
13. LIFT : If possible, Four persons capacity lift will be provided in the project.

ELECTRICAL WORKS :

1. Full concealed wiring with copper wire.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point & one A.C. Point.
3. Living/Dining Room : Two light points, one Fan point, one 5 amp. plug, one 15 amp. plug (as per required location).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point & one Gyzer point.
6. Verandah : One light point & One 5 amp. plug point.
7. One light point at main entrance.
8. Calling Bell : One Calling Bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of paris and external wall with super snowcem or equivalent.
- b) All door and windows frame and shutter painted with two coats white primer.

EXTRA WORK : Any work other then specified above would be regarded as extra work for which separate payment is required to be paid.



Additional District Sub-Registrar
Rajahmundry, New Town, North 24-Pgs

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IN WITNESS WHEREOF the parties hereto have set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata

in the presence of :

1. *[Signature]*
 15B, 1A0 MAKHHA HOVT. COLONY
 LITTAR PARA - 712243

2. DuPankaj Mondal
 Vill. + P.O. - Chalmady
 P.S. - Falta
 24 P.G.S (S)

[Signature]

Keshav Prasad Jaiswal
 @ Keshav Prasad Jaiswal
Landowner

[Signature]
 @ Abhijit Bose

Abhijit Bose
 @ Avijit Bose

Drafted By :

[Signature]
 For Pinaki Chattopadhyay & Associates,
 Advocates,

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157.

Ph. : 2570 8471.

Composed By :

[Signature]
 Gopa Dasgupta,
 Teghoria Main Road,

Kolkata - 700 157.

[Signature]
 Debasish Datta
 Partners of
 AD Construction
Developer



Additional District Judge
Reinhold, New Town, North 24-kga

01 FEB 2018

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7

MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a sum of Rs. 10,00,000/- (Rupees Ten Lakh) only from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
000037	29.11.2017	Bank of Baroda, Baguiati	Rs. 5,00,000.00
000068	12.01.2018	Bank of Baroda, Baguiati	Rs. 3,00,000.00
000080	02.02.2018	Bank of Baroda, Baguiati	Rs. 2,00,000.00
TOTAL :			<u>Rs.10,00,000.00</u>

Witnesses :-

1. *Gwinda Hla*
159, 1st NO. MAKHIA HOVT. COLONY
UTTARPARA - 712245

2. *Dipankar Mondal*
Vill. + P.O. - Chaluany
P.S. - Falta
24 P.S.(S)

Keshav Prasad Jaiswal

Keshav Prasad Jaiswal
@ Keshav Prasad Jaiswal
Landowner



Additional District Registrar
Rororhat, New Town, North Zambesi

01 FEB 2018

SIGNATURE OF THE
PRESENTANT/
EXECUTANT/SELLER/
BUYER/CLAIMANT
WITH PHOTO












UNDER RULES 44A OF THE I.R. ACT 1908
N.B. L.H. BOX-SMALL TO THUMB PRINTS
R.H. BOX-THUMB TO SMALL PRINTS

 <i>Abhijit Bose</i> <i>@ Abhijit Bose</i>	L.H.					
	R.H.					

ATTESTED :- *Abhijit Bose @ Abhijit Bose*

 <i>Debajit Datta</i>	L.H.					
	R.H.					

ATTESTED :- *Debajit Datta*

 <i>[Signature]</i>	L.H.					
	R.H.					

ATTESTED :- *[Signature]*

	L.H.					
	R.H.					

ATTESTED :-



Additional District Sub-Registrar
Rajahmundry, New Town, North Zone

01 FEB 2018



Arijit Bose
@ Abhijit Bose

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

DEBASISH DATTA

DHARMADAS DATTA

29/12/1974

Permanent Account Number

ADTPD5789R

Debasish Datta

Signature



Debasish Datta

आयकर विभाग

INCOME TAX DEPARTMENT

KESHAW PRASAD JAISWAL
RAM NATH JAISWAL

18/10/1949

Permanent Account Number

ACUPJ7926J

[Handwritten Signature]
Signature



भारत सरकार

GOVT. OF INDIA



[Handwritten Signature]

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

SRN: 19-201718-016627106-1
 SRN Date: 01/02/2018 14:58:51
 SRN: CKE8686288
 Payment Mode: Online Payment
 Bank: State Bank of India
 BRN Date: 01/02/2018 15:00:28

DEPOSITOR'S DETAILS

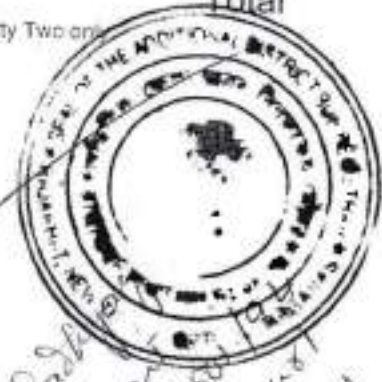
Id No.: 15231000033615/5/2018
(Query No./Query Year)
 Name: Pinaki Chattopadhyay
 Contact No.: Mobile No.: +91 9830061809
 E-mail:
 Address: Sangeeta Apt Gr Fl Teghoria Main Rd
 Applicant Name: Mr P CHATTOPADHYAY
 Office Name:
 Office Address:
 Status of Depositor: Advocate
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
 Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15231000033615/5/2018	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	15231000033615/5/2018	Property Registration- Registration Fees	0030-03-104-001-16	10021

Words: Rupees Seventeen Thousand Forty Two only
 Total 17042

Pinaki Chattopadhyay
 Advocate
 No. 413/50/19
 K. D. Sen Court
 Rajbari New Town, North 24-Pgs



01 FEB 2018



Major Information of the Deed

Deed No :	I-1523-01396/2018	Date of Registration	07/02/2018
Query No / Year	1523-1000033615/2018	Office where deed is registered	
Query Date	01/02/2018 1:00:10 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	P. GHATTOPADHYAY TEGHORIA, Thana: Baguiati, District: North 24-Parganas, WEST BENGAL, PIN - 700157, Mobile No: 9830081809, Status: Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property Declaration [No of Declaration: 2] [4311] Other than Immovable Property, Receipt [Rs: 10,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 44,62,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,121/- (Article 48(g))	Rs. 10,021/- (Article E, E, B)		
Remarks			

Land Details :

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: JANGRAHATIAR/II, Mouza: Ghuni

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3091	LR-8180	Bastu	Shali	2 Dec	1/-	25,50,000/-	Property is on Road Adjacent to Metal Road.
L2	LR-3092	LR-8180	Bastu	Shali	1.5 Dec	1/-	18,12,500/-	Property is on Road Adjacent to Metal Road.
TOTAL :					3.5Dec	2/-	44,62,500/-	
Grand Total :					3.5Dec	2/-	44,62,500/-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature.
1	<p>Mr KESHAV PRASAD JAISWAL (Mr KESHAV PRASAD JAISWAL) Son of Late RAMNATH JAISWAL, 14 SANKAR LANE, PO - SOUBAZAR, P.S. - Muchipara, District - Kolkata, West Bengal, India, PIN - 700012 Sex: Male, Caste: Hindu, Occupation: Business, Citizen of India, PAN No ACUPJ7926J, Status: Individual, Executed by: Self, Date of Execution: 06/02/2018 , Admitted by: Self, Date of Admission: 06/02/2018, Place: Pvt. Residence, Executed by: Self, Date of Execution: 06/02/2018 , Admitted by: Self, Date of Admission: 06/02/2018, Place: Pvt. Residence</p>

Developer Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	<p>AD CONSTRUCTION P 19 CIT RD SCHEM VIII M, P.O.- ULTADANGA, P.S - Maniktala, District - Kolkata, West Bengal, India, PIN - 700067, PAN No.: ABGFA0140G, Status: Organization, Executed by: Representative</p>

Major Information of the Deed :- I-1523-01396/2018-07/02/2018



Representative Details :

Sl. No	Name, Address, Photo, Finger print and Signature
1	Mr ABHIJIT BOSE, (Alias Name: Mr AVIJIT BOSE) (Presentant) Son of Mr SITAL BOSE OR B C RY SARANI, P O - JYANGRA, P S - Bagulati, District -North 24- Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. AIWPB8628P Status: Representative, Representative of: AD CONSTRUCTION (as PARTNER)
2	Mr DEBASISH DATTA Son of Mr DHARMADAS DATTA P 19 CIT RO, P O - ULTADANGA, P S - Mariktala, District -Kolkata West Bengal, India, PIN - 700067, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. ADTPD5789R Status: Representative, Representative of: AD CONSTRUCTION (as PARTNER)

Identifier Details :

Name & address
Mr KRISHNA DAS son of Late H DAS D 7 ARJUNPUR, P O - ARJUNPUR, P S - Bagulati, District -North 24-Parganas, West Bengal, India, PIN - 700059, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of India, Identifier Of Mr KESHAW PRASAD JAISWAL, Mr ABHIJIT BOSE, Mr DEBASISH DATTA

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Mr KESHAW PRASAD JAISWAL	AD CONSTRUCTION-2 Dec

Transfer of property for L2

Sl.No	From	To, with area (Name-Area)
1	Mr KESHAW PRASAD JAISWAL	AD CONSTRUCTION-1.5 Dec

Major Information of the Deed - I-1523-01396/2018-07/02/2018



Land Details as per Land Record

District: North 24-Parganas, P.S.-Rajarhat, Gram Panchayat: JANGRAHATIARA-II, Mouza: Ghuni

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No- 3091(Corresponding RS Plot No:- 3091). LR Khatian No:- 8180	Owner:কেশব প্রসাদ জয়সওয়াল, Gurdian রামনাথ জয়সওয়াল (মৃত), Address:14, সক্রাপাড়া লেন, কোলকাতা-12, Classification:শালি, Area:0.02000000 Acre,
L2	LR Plot No- 3092(Corresponding RS Plot No:- 3092). LR Khatian No:- 8180	Owner:কেশব প্রসাদ জয়সওয়াল, Gurdian রামনাথ জয়সওয়াল (মৃত), Address:14, সক্রাপাড়া লেন, কোলকাতা-12, Classification:শালি, Area:0.01000000 Acre,

Endorsement For Deed Number : I - 152301396 / 2018

On 01-02-2018

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 44,62,500/-

Debasish Dhar

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

On 06-02-2018

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

Presented for registration at 16:45 hrs on 06-02-2018, at the Private residence by Mr ABHIJIT BOSE Alias Mr AVIJIT BOSE.

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

Execution is admitted on 06/02/2018 by Mr KESHAV PRASAD JAISWAL, Alias Mr KESHAV PRASAD JAISWAL, Son of Late RAMNATH JAISWAL, 14 SAKRA PARA LANE, P.O: BOUBAZAR, Thana: Muchipara, , Kolkata, WEST BENGAL, India, PIN - 700012, by caste Hindu, by Profession Business

Identified by Mr KRISHNA DAS, , Son of Late H DAS, PD 7 ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

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

Execution is admitted on 06-02-2018 by Mr ABHIJIT BOSE, , Mr AVIJIT BOSE PARTNER, AD CONSTRUCTION, P-19 CIT RD SCHEM VIII M, P.O - ULTADANGA, P.S.- Maniktala, District-Kolkata, West Bengal, India, PIN - 700067


Identified by Mr KRISHNA DAS, , Son of Late H DAS, PD 7 ARJUNPUR, P.O: ARJUNPUR, Thana: Baguiati, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by profession Advocate

Execution is admitted on 06-02-2018 by Mr DEBASISH DATTA, PARTNER, AD CONSTRUCTION, P-19 CIT RD SCHEM VIII M, P.O - ULTADANGA, P.S.- Maniktala, District-Kolkata, West Bengal, India, PIN - 700067

Major Information of the Deed :- I-1523-01396/2018-07/02/2018



Certified by Mr KRISHNA DAS, Son of Late H DAS, PO 7 ARJUNPUR, P.O. ARJUNPUR, Thana Baguiati, North 24-Parganas, WEST BENGAL, India. PIN - 700059 by caste Hindu, by profession Advocate


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

On 07-02-2018

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 10,021/- (B = Rs 10,000/- E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/02/2018 3:00PM with Govt. Ref. No: 192017180166271061 on 01-02-2018, Amount Rs 10,021/-, Bank State Bank of India (SBIN0000001), Ref. No. CKE8686288 on 01-02-2018, Head of Account 0030-03-104-001-18


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 7,021/-

Description of Stamp

1. Stamp: Type/ impressed; Serial no 3389, Amount: Rs.100/-, Date of Purchase: 16/02/2018, Vendor name: H C Sadhu

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/02/2018 3:00PM with Govt. Ref. No: 192017180166271061 on 01-02-2018, Amount Rs 7,021/-, Bank State Bank of India (SBIN0000001), Ref. No. CKE8686288 on 01-02-2018, Head of Account 0030-02-103-003-02


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

Major Information of the Deed :- I-1523-01396/2018-07/02/2018



ificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2018, Page from 59771 to 59809
being No 152301396 for the year 2018.



Dhar

Digitally signed by DEBASISH DHAR
Date: 2018.02.19 12:29:28 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 02/19/2018 12:29:20 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)



DATED THE DAY OF 2018

DEVELOPMENT AGREEMENT

BETWEEN

Keshav Prasad Jaiswal
@ Keshav Prasad Jaiswal

Landowner

AD Construction

Developer

Drafted By

Pinaki Chattopadhyay & Associates

Advocates

Sangita Apartment, Ground Floor

Teghoria Main Road

Kolkata - 700 157

Ph. : 2570 8471

Composed By

. Gopa Dasgupta

Teghoria Main Road

Kolkata - 700 157