

S - 6342

1

I - 5572/19

11.15
30



पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL Q. No. 1608 - 0001434467/19 W 166097

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document

Addl. District Sub-Registrar
Sonarpur, South 24 Parganas

[Signature]
30/09/19

30 SEP 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 30th day of September. Two Thousand and Nineteen (2019)

BETWEEN

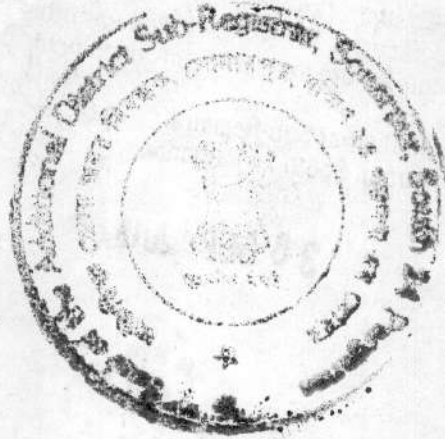
Mittu Samaddar

নং ০৫ তার ০২/০৯/১৯

১০০/

খরিদদার: Wridhhi Traders
২৪ Malemanga Masjid Road, Malemangata
Jaria, Kot ৪৭

তাপস হালদার ষ্টাম্প ডেপার
সোনারপুর, এ্যা.ডি. সাব রেজিস্ট্রার অফিস
১৩৭৩১ ২০০৯৪



Identified by me:
Ankita Ghosal
Advocate
w/o Pratik Basu
High Court Calcutta

1
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

SMT. MITHU SAMADDAR (PAN CKOPS1588M), daughter of Sri Shivo Prosad Samaddar, by occupation- Housewife, by Religion – Hindu, by Nationality – Indian, residing at Budhurpara, Post Office Goaljan, Police Station Berhampore, Town Sub Registry Office - Berhampore, Pin- 742188, District-Murshidabad, hereinafter called the **“OWNER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART.**

AND

WRIDDHI TRADERS (PAN – AACFW1304M), a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700 084, District – South-24 Parganas, represented by its Partner and authorized signatory **SHRI BIKASH AGARWAL (PAN – AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by religion - Hindu, by occupation - Business, by Nationality - Indian, residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700084, District – South-24 Parganas, by virtue of a General Power of Attorney registered on 14.12.2018 in the office of A.D.S.R. – Garia, and same was recorded in Book No. IV, Volume No. 1629-2018, Pages from 14750 to 14765, Being No. 162900920 for the year 2018, hereinafter called the **“DEVELOPER”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the **OTHER PART.**

WHEREAS one B.D. Bansal was the absolute owners of all that the land measuring 13 Decimal be the same a little more less comprised in Mouza – Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana – Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, Additional District Sub-Registrar – Sonarpur, Police Station – Sonarpur, District – South-24 Parganas (formerly 24 Parganas).

AND WHEREAS, the said B.D. Bansal sold conveyed and transferred all that the piece or parcel of Sali land measuring 3 decimals out of 13 decimal, comprised in Mouza-Ukhila Paikpara, J.L. No. 56, R.S No. 147, Pargana-Medanmalla, in R.S. Dag No. 2300 under R.S. Khatian No. 254, vide a Deed of Sale executed on 30.06.1988 and registered on 06.09.1988 in the office of the Additional District Sub-Registrar at Sonarpur, South 24-

Mithu Samaddar.



↑
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

Parganas, in Book No.-I, C.D. Volume No. 75, Pages 90 to 97, Being No. 5724 for the year 1988, unto and in favour of Annapurna Dey, wife of Late Bhusan Dey, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS, said Annapurna Dey, being fully seized and possessed of the said land described supra, by a Sale Deed in vernacular executed on 20.03.2013 and registered on 22.03.2013 in the office of the Additional District Sub-Registrar at Sonarpur in Book No. I, CD Volume No. 9, Pages from 515 to 527, Being 03673 for the year 2013, sold conveyed and transferred ALL THAT the piece or parcel of sali land measuring 3 decimal comprised in Mouza Ukila Paikpara, J. L. No. 56, R.S. No. 147, in R.S. Dag No. 2300, corresponding to L.R. Dag No. 2293 under R.S. Khatian No. 254, Police Station Sonarpur, District South 24 Parganas, unto and in favour of Smt. Mithu Samaddar, daughter of Sri Shivo Prosad Samaddar, the Owner herein, absolutely and forever, at or for the valuable consideration therein mentioned.

AND WHEREAS, the Owner herein has intended to develop her said land i.e. ALL THAT the piece or parcel of sali land measuring 3 decimal be the same a more or less, comprised in Mouza Ukila Paikpara, J.L. No. 56, R.S. No. 147 in R.S. Dag No. 2300, corresponding to L.R. Dag No. 2293 under R.S. Khatian No. 254, which is more fully and particularly described in the **FIRST SCHEULE** hereunder written, and hereinafter referred to as the "**SAID PROPERTY**".

AND WHEREAS, the Owner herein approached **WRIDDHI TRADERS**, the Developer herein, in order to fulfill her desire of developing her Said Property more fully described in the **FIRST SCHEDULE** hereunder written, and the Developer herein having accepted the said proposal of the Owner, agreed to enter into a development agreement for construction of a residential building on the Said Property as per plan to be sanctioned by the Rajpur-Sonarpur Municipality.

AND WHEREAS, both the Parties herein are entering into this Development Agreement in order to set out their respective rights and obligations in relation to the development of the Said Property by the Developer herein, and other matters relevant in connection therewith, which they agree to abide by, act upon and govern solely in accordance with the terms and conditions of this Agreement, as stated hereunder.

Mithu Samaddar.



↖
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

ARTICLE -I : DEFINITION

OWNER: shall mean and include the Party of the One Part herein and her heirs, executors, legal representatives, administrators and/or assigns.

DEVELOPER: shall mean and include the Party of the Other Part herein and their respective heirs, executors, legal representatives, administrators and/or assigns.

SAID PROPERTY: shall mean and include ALL THAT the piece or parcel of Sali land measuring 3 decimals be the same a little more less, comprised in Mouza - Ukhila Paikpara, J.L. No. 56, R.S. No. 147, Pargana Medalmalla, in R.S. Dag No. 2300, corresponding to L.R. Dag No. 2293 under R.S. Khatian No. 254, Additional District Sub-Registrar- Sonarpur, Post Office - Narendrapur, Post Office -Narendrapur, Kolkata - 700103, Police Station - Sonarpur, Kolkata - 700103, District - South-24 Parganas.

The terms in these presents shall unless contrary or repugnant to the context mean and include the following:

- 1.1 **NEW BUILDING:** shall mean and include such multistoried building/s to be constructed as per the Building Plan to be sanctioned by the Rajpur-Sonarpur Municipality.
- 1.2 **COMMON FACILITIES:** shall mean and include corridors, stair-cases, ways, landings, common passage, boundary wall, water reservoir, water tank, motor pump, electrical and sanitary installations, fixtures and fittings, ingress and egress to and from the said proposed New Building/s etc. and roof of the building/s and other facilities and amenities to be provided thereat.
- 1.3 **OWNER'S ALLOCATION:**

The Owner shall be entitled to get one flat consisting of 3 Bed rooms, 1 Dining / Drawing room, 1 Kitchen, 1 W.C., 1 Toilet, 1 Verandah and one car parking space as her Allocation in the said entire project, together with undivided and proportionate share or interest in the said land hereto together with undivided proportionate share in the common areas, common parts, amenities and facilities therein provided, and a sum of Rs. 10,000/- (Rupees Ten Thousand) only, being refundable amount without interest, to be paid by the Developer

Mithun Samaddar.



↑
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

to the Owner in the manner which is more fully described in the **Second Schedule** hereunder written subject to the Owner's Covenants and Advance Clause contained herein.

- 1.4 DEVELOPER'S ALLOCATION:** shall mean the remaining share of the total FAR/constructed areas available in the land measuring 3 (three) decimal of the proposed New Building/s comprising of several flats and other spaces, together with undivided proportionate share or interest in the land hereto which is more fully described in the **Article-XII** below.
- 1.5 BUILDING PLAN:** shall mean and include the building plan and/or modified plan to be approved by the parties hereto and thereafter duly sanctioned by the Rajpur-Sonarpur Municipality.
- 1.6 COMMON PORTIONS:** shall mean all the common areas and installations to comprised in the said Property after the development as more fully detailed in the **Fifth Schedule** hereto.
- 1.7 COMMON EXPENSES:** shall mean and include all expenses for maintenance of the said Building/s as more fully detailed in the **Sixth Schedule** hereto.
- 1.8 PROPORTIONATE:** with all its cognate variations shall mean such ratio of the covered area of any Unit or Units be in relation to the covered areas of all the Units in the New Building.

ARTICLE - II: DATE OF COMMENCEMENT

This Agreement shall be deemed to have been commencing on and from the date of its execution and shall remain in full force as long as the Developer's Allocation remains unsold to the intending purchasers.

ARTICLE -III: OWNER'S REPRESENTATION

3.1. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Said Property more fully and particularly described in the **First Schedule** hereunder written, free from all encumbrances whatsoever and she has not entered into any agreement or contract with any person or persons in respect of the Said Property and has not received any advance or part payment in respect thereof.

3.2. The said land is not affected by any Scheme of acquisition or requisition of the State/Central Govt. or any local body/authority and the same has a clear and marketable title.

Nithin Samaddar.



↑
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

3.3 There is no vacant land in the Said Property within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

3.4 The Said Property is free from all encumbrances, charges, mortgages, lien, lispendens, attachments whatsoever or howsoever and there is no tenant (of any type whatsoever) in the property or in any portion thereof.

ARTICLE-IV: DEVELOPER'S REPRESENTATIONS

4.1 The Developer have sufficient knowledge and experience in the matter of development of immovable properties and construction of new building/s and also have arrangement for sufficient funds to carry out the work of development of the Said Property and/or construction of the said New Building/s.

ARTICLE -V: DEVELOPMENT WORK

5.1 The Developer shall carry on or cause to be carried on the work of development in respect of the Said Property by constructing building/s, comprised of several self-contained flats, car parking space/s and other space/s and will sell the flats, car parking space/s and other spaces together with undivided proportionate share or interest in the land and proportionate share in the common parts, common areas, amenities and facilities provided thereat unto and in favour of the prospective purchaser or purchasers, out of its allocation stated above, save and except the Owners' Allocation.

ARTICLE -VI: DEVELOPER'S COVENANTS

6.1 The Developer out of its own fund shall complete and/or cause to be completed the construction of the said New Building/s and cause deliver to the Owner her Allocation as stated hereinbefore, within 36 (Thirty Six) months from the date of obtaining the Sanctioned Building Plan.

6.2 The Development of the Said Property and/or construction of the proposed New Building/s shall be made by the Developer on behalf of the Owner herein at its own costs.

6.3 The Developer shall at its own costs and expenses apply for and obtain all necessary sanction and/or permissions or No Objection Certificate from the appropriate authorities as may from time to time be necessary for the purpose of carrying on the work of development of the Said Property.

Mithu Samaddar.



↑
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas
30 SEP 2019

6.4 The Developer shall at its own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as may be required in the Said New Building.

6.4.1 The Developer shall apply to the authority of the electric service provider for obtaining supply of electricity in the New Building/s along with the main meter, and the said main meter will be for the user of all the occupiers of the proposed New Building/s,

6.4.2 It would be the responsibility of the Developer to obtain the meters for the individual purchaser/s and cause installation thereof to the respective flat/s of the purchaser/s, and other occupiers.

ARTICLE-VII: OWNER'S COVENANTS

7.1 The Owner shall appoint, nominate and constitute the Developer as her Constituted Attorney by executing a General Power of Attorney to be registered in favour of the Developer authorizing and/or empowering the Developer to do all acts, deeds, matters and things necessary for completion of the work of development of the Said Property and/or for construction of the said proposed New Building/s and/or to sell and mortgage the Developer's Allocation as per terms of this Agreement.

7.2 The Owner shall be bound if so required by the Developer, to sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declarations to enable the Developer to apply for and obtain due sanction for electricity, sewerage, water and other public utility services to be provided in or upon the Said New Building/s and to co-operate with the Developer in respect of modification of and/or rectification to the plan sanctioned by the Rajpur-Sonarpur Municipality and for all those acts, deeds and things the Owner shall grant further Power of Attorney in favour of the Developer as and when it may be necessary.

7.3 The Owner shall not in any manner obstruct the carrying on with the Development work of the Said Property and/or construction of New Building/s on the said land as agreed. Moreover the Owner and the Developer shall have no right to claim anything except their respective allocations in the said proposed New Building/s.

Mitru Samadder.



Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

7.4 The Owner shall deliver her title deed in original and all other papers and documents relevant to the title, to the Developer at the time of selling and transferring the said Developer's Allocation and the Developer herein shall retain the said deed/s in original, all papers and documents so handed over to the Developer, as long as the sale of the Developer's Allocation to the intending Purchaser/s is not completed.

7.5 The Developer shall be entitled to sell only its allocation with the proportionate share or interest in the land to the intending purchaser/s but only after allocation of space in the proposed New Building/s is completed mutually by and between the Owner and the Developer.

7.6 That the Owner herein shall be liable to bear all the costs and expenses for mutation of the Said Property in the office of the Rajpur-Sonarpur Municipality.

7.7 The Owner shall bear the cost of Rs. 75,000/- towards Transformer installation charges and Generator charges for her respective allocation, in the Said New Building/s.

ARTICLE-VIII: CONSTRUCTION

8.1 The construction of the said New Building shall be made by the Developer according to the Building Plan sanctioned by the Rajpur Sonarpur Municipality and in accordance with the process of work agreed on mutual consent of the Parties herein.

8.2 The Developer shall be entitled to obtain necessary modification of and/or rectification to the Building Plan duly sanctioned by Rajpur-Sonarpur Municipality, if required, for the purpose of construction and completion of the New Building/s.

8.3 The Developer may appoint employ and retain such masons, Architects, Engineers Contractor, manager, supervisors, caretaker and other employees for the purpose of carrying out the work of development of the Said Property and/or for carrying on with the construction of the said New Building/s, as the Developer shall at its own discretion deem fit and proper.

8.4 The Developer herein shall solely be liable or responsible for the payment of salaries, wages, charges and remuneration of masons supervisors, architects contractors, Engineers, caretaker and other staff and employees as may be retained appointed and/or employed by the Developer

Mithu Sanadda



Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

till the completion of construction of the Said New Building/s along with all cost of construction and in this regard the Owner shall not in any manner would be made responsible or liable.

ARTICLE-IX: SPACE ALLOCATION

9.1 After completion of the construction of the New Building/s, the Developer will make the allotment of a flat, car parking space if any, other spaces to the Owner first in terms of clause 1.3 above, thereafter the Developer may sell flats, car parking spaces and other spaces out of its allocation to the intending purchaser/s according to the booking received and/or allocation of the prospective purchaser/s.

9.2 There shall be a Supplementary Agreement by and between the Parties herein, regarding allocation of their respective spaces in the New Building/s after the building plan is finally sanctioned by the Municipality.

ARTICLE-X: RATES & TAXES

10.1 The Owner, Developer and their respective transferees shall bear and pay the municipal taxes, building taxes and other rates and taxes whatsoever as may be found payable in respect of the Said New Building/s.

10.2 The Owner, Developer and their respective transferees after taking possession of their allocation/flats and others, shall be liable to bear and pay the proportionate amount towards the cost of maintenance and service charges at the rate of Rs. 2/- per sq. ft. towards their respective area of Allocation in the Said New Building/s in the Said Property.

10.3 The purchaser/s and/or occupiers of the respective flats in the Said New Building/s will form an Association for the purpose of proper maintenance of the Said New Building, common areas and essential services thereof, including collection and disbursement of the maintenance charges and other expenses.

ARTICLE-XI: JOINT DECLARATION

11.1 During the continuance of this Agreement, the Owner herein shall not sell, transfer, encumber, mortgage or otherwise deal with or dispose of her right, title and interest in the Said Property in any manner whatsoever and shall not do any act, deed, matter or thing which may in any manner whatsoever, cause obstruction in the matter of development and construction of the New Buildings in the Said Property.

Milthu Samaddar



↖
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas
30 SEP 2019

11.2 The Developer shall unless prevented by any act of God or act beyond the control of the Developer, complete the construction of the said building/s within 36 (Thirty Six) months from the date of obtaining the building plan duly sanctioned by the Municipality.

11.3 In case the Developer fails to complete construction and/or complete the said building/s within the time as stipulated hereinabove, then and in that case the Owner shall extend the time to the extent of 6 (six) months as grace period for completion of construction of the New Building/s in the Said Property.

11.4 The Owner do hereby undertake that till date she has not taken any advance from any person or persons towards booking of any portion of her allocation in the Said Property and the Owner has not encumbered the same in any manner whatsoever and declare that the Said Property is still free from all encumbrances and she has a good, clear and marketable title into the Said Property.

11.5 The Owner shall be bound to make registration of sale deed/s in respect of all flats and spaces in respect of Developer's Allocation to be done at the cost of the intending Purchaser(s) but without any claim or demand thereof whatsoever. The Owner shall co-operate with the Developer for such registration and shall have no objection to join as a party in the proposed Deeds of Conveyance.

11.6 Nothing contained in these presents shall be construed to be as a demise or assignment or conveyance or transfer in law by the Owner in favour of the Developer save as herein expressly provided and also the exclusive license granted to and/or contract made with the Developer to commercially exploit the Said Property in terms hereof on specific agreement basis subject to fulfillment of terms and conditions, failing which the Developer shall have no right to sell the flats and spaces in the said New Building/s.

11.7 The Owner and the Developer have entered into this Agreement purely on contract basis and nothing herein contained shall be deemed or construed to be a partnership between the parties in any manner nor shall the parties hereto shall be construed to have form an Association of persons.

Mithun Samaddar.



↖
Addl. Dist. Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

11.8 The Developer shall invest required finances for construction and completion of the Said New Building/s from its own resources and if required taking assistance from any financial institution, like any Bank/s and/or financial institution/s, and in that case the Developer may have to mortgage and/or create charge on the Said Property as a whole inclusive of the Owner's allocated area in the Said New Building/s.

11.9 It is agreed and recorded that the Developer alone shall be liable to repay entire loan together with interest thereon to the Banks and/or financial institutions from whom such loan would be taken, along with all other related charges thereof and the Owners shall not be liable in any manner in respect of repayment of the said loan.

11.10 The Owner and Developer shall be liable to pay all CGST and SGST or any other taxes as applicable in proportion to their area of Allocation in the Said New Building in the Said Property.

ARTICLE-XII : ADVANCE MONEY

12. It is agreed and recorded that the Developer will pay a sum of Rs. 10,000/- (Rupees Ten Thousand) only, advance money being refundable money without interest to the Owner at the time of registration of this Development Agreement.

ARTICLE-XIII : INDEMNITY

13.1 The Owner shall keep the Developer indemnified against all liabilities attached to the said Property of any nature whatsoever and the Developer shall keep the Owner indemnified against damages that may arise during the course of construction till completion of the Said New Building/s in the Said Property.

13.2 The Developer will take necessary action against any work found to have been defective, and shall withhold any claim or demand made by the contractor or sub-contractor as the case may be, within appropriate time and may compensate for the same without holding the Owner in any way liable in any manner.

13.3 It is agreed and recorded that Owner and the Developer shall mutually indemnify and keep indemnified each other against all actions suits, losses, claims, damages, costs, charges, expenses that may be incurred or suffered by the Owner and the Developer on account of or arising out of any breach

Miltra Samaddar.



↖
Add. Dist.-Sub Registrar
Sonatpur
South 24 Parganas

30 SEP 2019

of any of the terms herein contained or breach of any law, rules or regulations or otherwise howsoever.

ARTICLE - XIV : OBLIGATIONS OF DEVELOPER

14.1 That the Owner and the Developer shall frame a scheme for the management and administration of the proposed New Building/s to be constructed at the Said Property and all intending Purchasers and occupiers shall abide by all the rules and regulations to be framed in connection with the management of the affairs of the Said New Building/s.

14.2 On completion of construction of the proposed New Building/s by the Developer and when the same be made ready for occupation, the Developer shall give written notice to the Owner or her notified nominee to occupy their respective constructed areas and/or Allocations in the proposed New Building/s and on expiry of 30 (thirty) days from the date of the said notice the Owner and the Developer shall become liable for payment of proportionate maintenance charges and Municipal rates and taxes and duties or any impositions payable in respect thereof henceforth at the rate of Rs. 2/- per sq. ft. towards their respective Allocations in the proposed New Building/s in the Said Property.

ARTICLE - XV : ARBITRATION & JURISDICTION

15.1 In case of any dispute or differences between the parties hereto concerning or relating to or arising out of this Agreement or with regard to the construction or interpretation of this Agreement or any of the terms herein contained, the same shall be settled amicably between the parties hereto, If the same is not settled amicably, then the matter could be referred to Arbitration consisting of three Arbitrators being appointed one by each party and the third arbitrator will be appointed by the two appointed arbitrators, and the decision of majority will be binding upon the parties hereto. The arbitration shall be conducted in terms of the provisions of Arbitration and Conciliation Act, 1996 as amended up to date.

15.2 The arbitration shall be conducted in the English language and the arbitration sittings shall be held in the City of Kolkata only.

15.3 The Courts in the District South 24-Parganas at Alipore alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings between the Parties hereto arising out of these presents

Mithu Samadder.



↖
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

ARTICLE-XVII : SUPPLEMENTARY AGREEMENT

The Parties hereby explicitly declare and agree that there shall be a Supplementary Agreement to be executed by and between the parties regarding allocation of the newly constructed Building/s after final municipal plan duly sanctioned, and there may be other Supplementary Agreements by and between the parties, for alteration and/or modification of any of the terms and conditions contained in this Agreement.

FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece or parcel of Shali land measuring 3 decimal be the same a little more less comprised in Mouza – Ukhila Paikpara, J.L. No. 56, in R.S. Dag No. 2300, L.R. Dag No. 2293 under R.S. Khatian No. 254, N.S.C. Bose Road within the Ward No. 26 of the Rajpur-Sonarpur Municipality, Additional District Sub-Registrar and Police Station – Sonarpur, Post Office- Narendrapur, District – South-24 Parganas, Kolkata-700103 together with all easements rights and appurtenances thereto attached being butted and bounded in the manner as follows:-

- On the North** : by 8 ft. wide private road.
- On the South** : L.R. Dag No. 2293 (part).
- On the East** : L.R. Dag No. 2293 (part).
- On the West** : by 8 ft. wide by private road.

SECOND SCHEDULE ABOVE REFERRED

(Owners' Allocation)

One flat consisting of 3 Bed rooms, 1 Dining / Drawing room, 1 Kitchen, 1 W.C., 1 Toilet, 1 Verandah and one car parking space together with undivided proportionate share or interest in the land thereat, and proportionate share in the common areas, common parts, facilities and amenities to be provided thereat. .

THIRD SCHEDULE ABOVE REFERRED TO

(Developer's Allocation)

The remaining share of the total constructed area available in the land measuring 3 (three) decimal morefully described in the First Schedule of the proposed New Building/s together with undivided proportionate share in the land and proportionate share in the common areas, common parts, facilities and amenities to be made available thereat.

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of the Construction)

Mithun Samadder.



↖
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

ANNEXTURE - "X"

1. Walls : As per sanctioned Building Plan.
2. Floor : all floors surfaced with tiles/marble (2' x 2') and internal wall surface will be plaster of Paris.
3. Kitchen: kitchen will be finished with black stone on the top would be finished with Kajaria or bell type wall tiles upto 3' height.
4. Toilet : toilet wall will be equiped with glazed tiles upto 5' 6" from the floor and one Indian type of toilet pan, one shower and two tap points.
5. One white basin will be in Dining space.
6. Electric : all electric wiring will be concealed type, each bedroom and dining room will have three light points, one fan point and one plug point and kitchen will have one power point, one exhaust fan point and light point and verandah and toilet will have one light point each, one exhaust fan point.
7. Plumbing: internal and external plumbing works will be of surface type and of PVC pipe line.
8. Rain water line will be also made of PVC pipe.
9. There will one tube well and one overhead PVC tank.
10. Underground waste line will be of S.W. pipe in 4" diameter.
11. All windows will be made of steel glass fitted with 10mm x 4mm grill.
12. All doors frames will be of 4" x 2.5" Teak wood made.
13. Internal and external door will be flash door of ply.
14. Doors/windows/grill with 2 coats of paints.
15. One common grill entry door at ground floor stair entrance.
16. Outside will be cement based paint coat.
17. Cost of Stand-by Generator and Transformer charges per flat Rs. 75,000/-.

FIFTH SCHEDULE ABOVE REFERRED TO
(The Common Areas)

1. Entrance and exits of the premises.
2. Security Guard's room/care taker's room.
3. Elevator/Lift with capacity of five passengers of Adams or equivalent make.

Miltra Samadder.



↑
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas
30 SEP 2019

4. Any common area in the new building, foundation, columns, beams etc.
5. Pump and motor, Stair Case, common passage, water lines, boundary wall, water tank and reservoir, electrical wiring, transformer, fixtures and fittings, vacant space, roof, gates.

SIXTH SCHEDULE ABOVE REFERRED TO
(common expenses to be paid proportionately)

Maintenance charges, municipal taxes, khajna, common electric charges, repairing and colouring in respect of the common areas, amenities and facilities provided in the Said Proposed New Building/s etc. more fully described in the **SEOND SCHEDULE** hereinabove.

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

SIGNED, SEALED & DELIVERED

in presence of Witnesses:-

1. Angana Pal
1159, NSE Bose Road
Narendrapur,
Kolkata - 700103

2. Debanjan Sarkar
1159, NSE Bose Road
Narendrapur, Kol - 700103

Mithun Samaddar.

OWNER

Parveen Agarwal
As self & lawful Constituted
Attorney of Wridhi Traders
Partner Parveen Agarwal

DEVELOPER

Drafted by
Ankita Ghosal

Advocate

F/1172/2013
High Court - Calcutta



Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

MEMO OF CONSIDERATION

RECEIVED with thanks from the within named Developer the within mentioned sum of **Rs. 10,000/- (Rupees Ten Thousand) only**, as and by way of payment of total refundable money without interest as per memo below :

Chq. No.	Date	Bank	Chq. Amt.
- 7	30.09.2019	—	Cash Rs. 10,000/-

WITNESSES:-

1. Angana Pal
Narendrapur, Kol-103.
2. Debansu Sarkar
Narendrapur, Kol-103

Mithu Samaddar.
OWNER

Mithu Samaddar.



↑
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019



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

NAME: MITHU SAMADDAR
 SIGNATURE: *Mithu Samaddar*

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

NAME:
 SIGNATURE:



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

NAME: BIKASH AGARWAL
 SIGNATURE: *Bikash Agarwal*

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

NAME:
 SIGNATURE:



↑
Addl. Dist.-Sub Registrar
Sonarpur
South 24 Parganas

30 SEP 2019

Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-006937190-1 Payment Mode Online Payment
GRN Date: 05/09/2019 13:48:34 Bank : HDFC Bank
BRN : 891437089 BRN Date: 05/09/2019 13:50:03

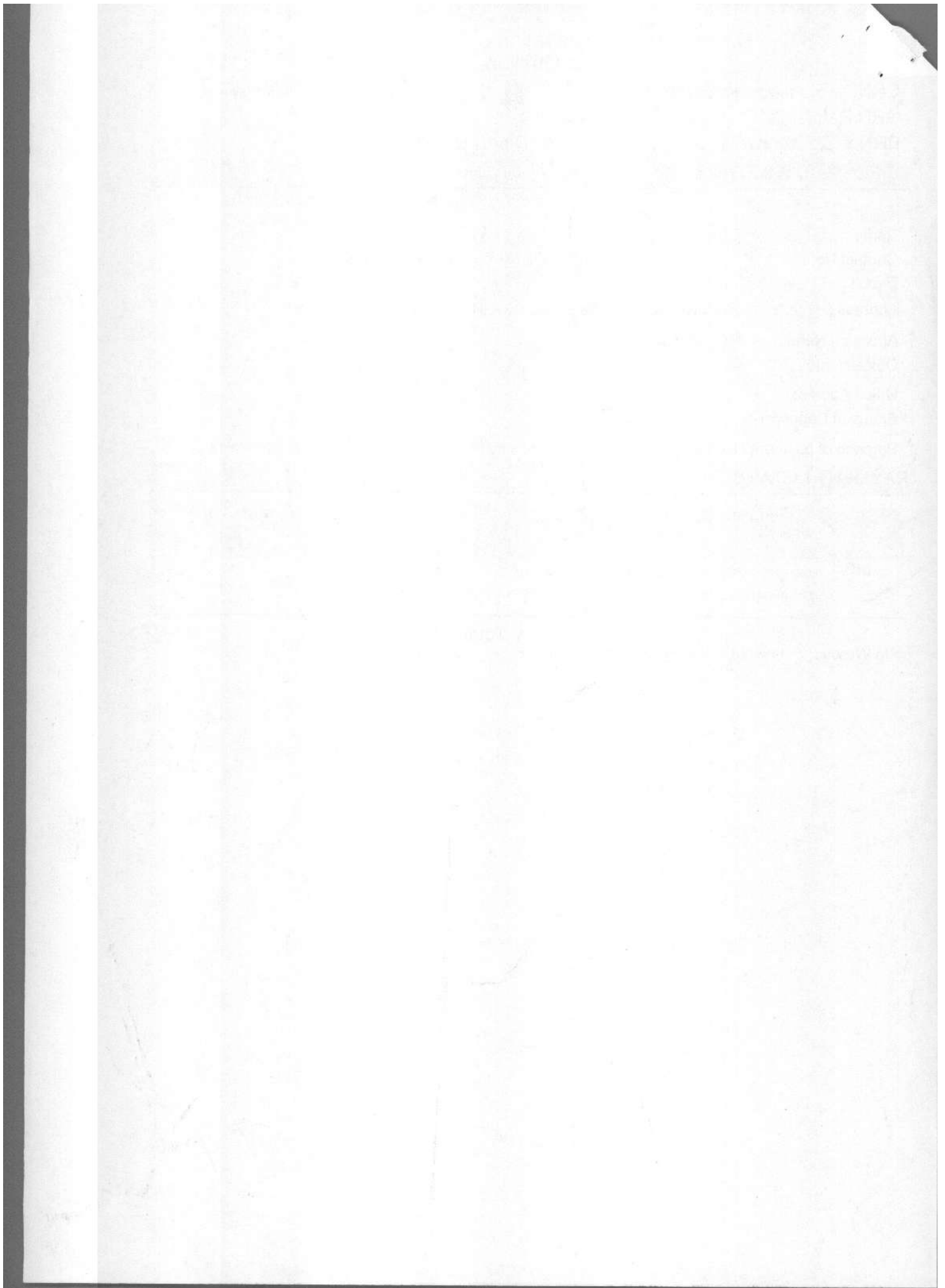
DEPOSITOR'S DETAILS

Id No. : 16080001434467/2/2019
[Query No./Query Year]
Name : RAJWADA GROUP
Contact No. : Mobile No. : +91 9830459894
E-mail :
Address : 26 MAHAMAYA MANDIR ROAD KOL84
Applicant Name : Mr ASISH DAS
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16080001434467/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	4921
2	16080001434467/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	121

In Words : Rupees Five Thousand Forty Two only
Total 5042



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MITHU SAMADDAR
SHIVOPROSAD SAMADDAR

12/12/1971
Permanent Account Number
CKOPS1588M



Mithu Samaddar
Signature

Mithu Samaddar

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

इस कार्ड के खोने/पाने पर कृपया सूचित करें/वापस :
आयकर पैन सेवा यूनिट, ए.टी.एस.एल.
प्लॉट नं. 3, सेक्टर 11, नवी मुंबई, महाराष्ट्र,
पिन कोड-400 614

Mithu Samaddar

Handwritten text, possibly a signature or name, located in the center of the page.



ভারত সরকার
Government of India



মিথু সমাদ্দার
MITHU SAMADDAR
পিতা : শিবপ্রসাদ সমাদ্দার
Father : SHIBAPRASAD SAMADDAR
জন্ম সাল / Year of Birth : 1971
মহিলা / Female



6446 5001 4843

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
গোয়ালজান, বুধরপাড়া,
মুর্শিদাবাদ, পশ্চিমবঙ্গ,
742188

Address:
GOALAJAN, Budharpara,
Goajan, Murshidabad, West
Bengal, 742188

6446 5001 4843

1947
1800 300 1347

help@uidai.gov.in

www.uidai.gov

Mithu Samaddar
Mithu Samaddar





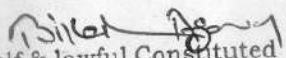
आयकर विभाग
INCOME TAX DEPARTMENT
WRIDDHI TRADERS

भारत सरकार
GOVT. OF INDIA

25/08/2015
Permanent Account Number
AACFW1304M

Signature




As self & lawful Constituted
Attorney of Wriddhi Traders
Partner Parveen Agarwal

1900

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card





AHAPA8484B

BIKASH AGARWAL

पिता का नाम / Father's Name
RAJENDRA KUMAR AGARWAL

जन्म तिथि / Date of Birth
30/05/1982

हस्ताक्षर / Signature



BIKASH AGARWAL

1000



ভারতীয় বিশিষ্ট পরিচয় প্রতিকরণ
 ভারত সরকার
 Unique Identification Authority of India
 Government of India

তালিকাভুক্তির আই ডি / Enrollment No. : 2010/17519/14469

04/04/2014

To
 Bikash Agarwal
 বিকাশ আগারওয়াল
 S/O: Rajendra Kumar Agarwal
 windsor GREENS FLAT NO C/3A
 26 MAHAMAYA MANDIR ROAD
 MAHAMAYATALA
 Rajpur Sonarpur (M)
 Garia, South 24 Parganas
 West Bengal - 700084



KL861308931FT

86130893



আপনার আধার সংখ্যা / Your Aadhaar No. :

2723 8304 8531

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India

বিকশ আগারওয়াল
 Bikash Agarwal



জন্মতারিখ/DOB: 30/05/1982
 পুরুষ / Male

2723 8304 8531



১৯/০৪/১৪



Government of India



AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



আধার

অনন্যভাবে পরিচয় প্রমাণের
Unique Identification Authority of India

ঠিকানা: J: রাজেন্দ্র কুমার
আগারওয়াল
উইন্ডসর গ্রীন্স ফ্ল্যাট নং: সী/এ
মহামায়া মন্দির রোড, মহামায়াতলা
রাজপুর সোনারপুর (এম), গড়িয়া
দক্ষিণ ২৪ পরগানা, পশ্চিম বঙ্গ,

Address: S/O: Rajendra
Kumar Agarwal, windsor
GREENS FLAT NO C/3A, 26
MAHAMAYA MANDIR
ROAD, MAHAMAYATALA,
Rajpur Sonarpur (M), South
24 Parganas, Garia, West
Bengal, 700084

2723 8304 8531

Major Information of the Deed



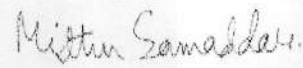
Deed No :	I-1608-05512/2019	Date of Registration	30/09/2019
Query No / Year	1608-0001434467/2019	Office where deed is registered	
Query Date	03/09/2019 1:49:11 PM	A.D.S.R. SONARPUR, District South 24-Parganas	
Applicant Name, Address & Other Details	ASISH DAS ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9674333519, 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 : 10,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 18,54,546/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))	Rs. 121/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

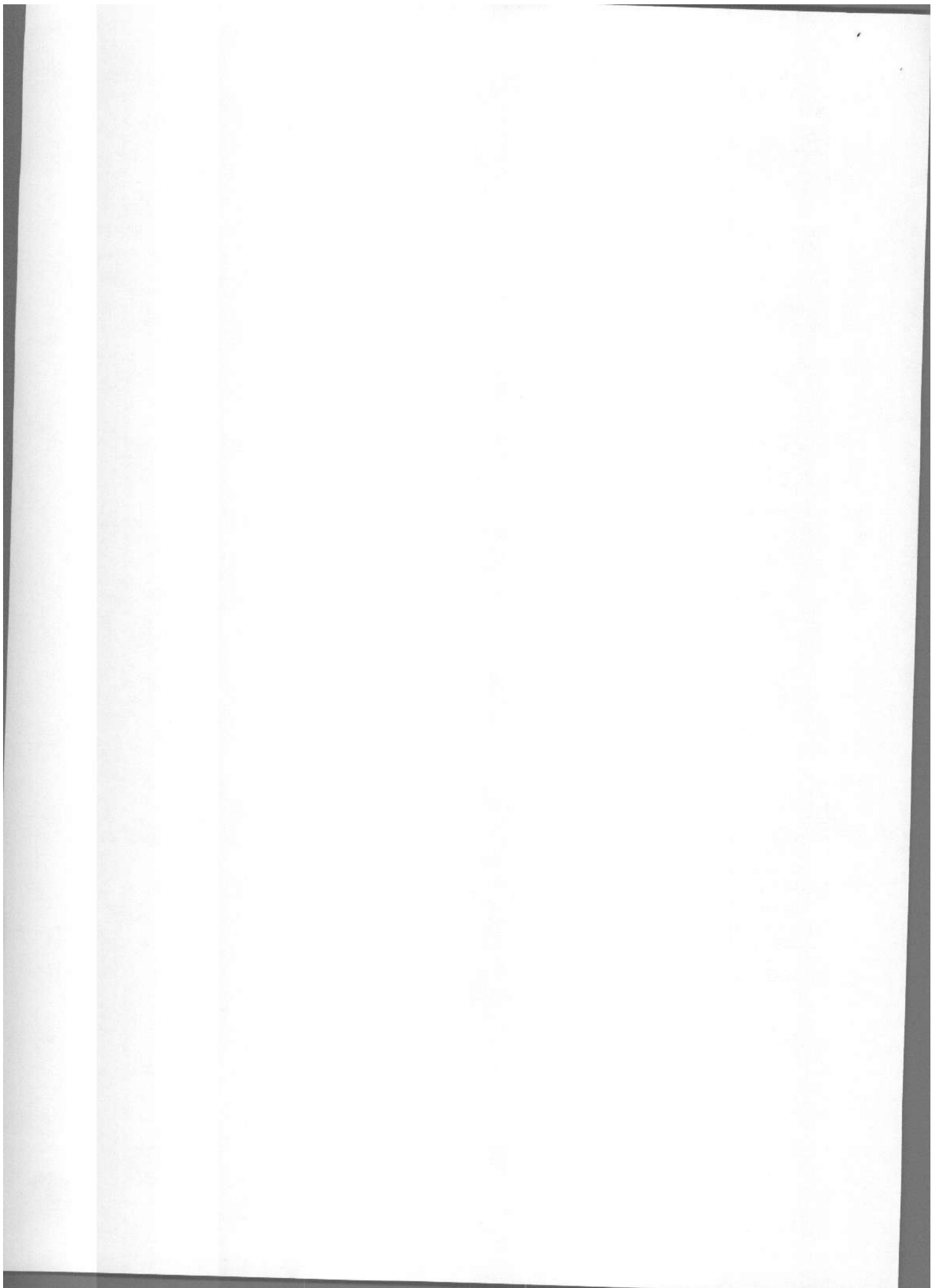
Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: N. S. C. Bose Road, Mouza: Ukila Paikpara, , Ward No: 26 JI No: 56, Pin Code : 700103

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2293	LR-254	Bastu	Shali	3 Dec	2/-	18,54,546/-	Width of Approach Road: 8 Ft., Adjacent to Metal Road,
Grand Total :					3Dec	2/-	18,54,546 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr MITHU SAMADDAR (Presentant) Daugther of Shri Shivo Prosad Samaddar Executed by: Self, Date of Execution: 30/09/2019 , Admitted by: Self, Date of Admission: 30/09/2019 ,Place : Office	 <small>30/09/2019</small>	 <small>LTI 30/09/2019</small>	 <small>30/09/2019</small>






Budhurpara, Town Sub Registry Office - Berhampore, P.O:- Goaljan, P.S:- Berhampore, District:- Murshidabad, West Bengal, India, PIN - 742188 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CKOPS1588M, Aadhaar No: 64xxxxxxxx4843, Status :Individual, Executed by: Self, Date of Execution: 30/09/2019, Admitted by: Self, Date of Admission: 30/09/2019, Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	WRIDDHI TRADERS 26, Mahamaya Mandir Road, Mahamayatala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, PAN No.:: AACFW1304M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

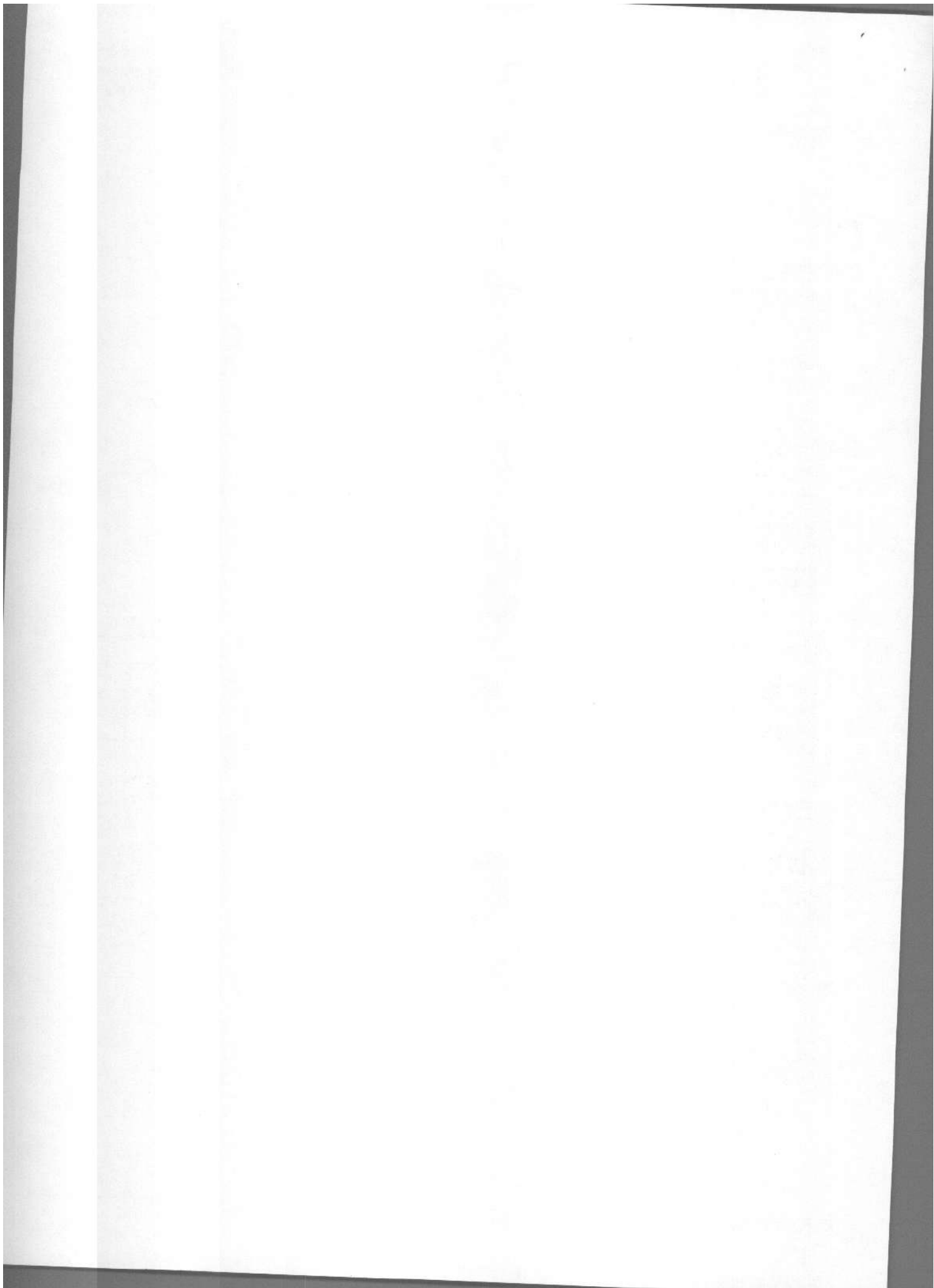
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr BIKASH AGARWAL Son of Late Rajendra Kumar Agarwal Date of Execution - 30/09/2019, , Admitted by: Self, Date of Admission: 30/09/2019, Place of Admission of Execution: Office	 Sep 30 2019 1:30PM	 LTI 30/09/2019	 30/09/2019
26, Mahamaya Mandir Road, Mahamayatala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHAPA8484B, Aadhaar No: 27xxxxxxxx8531 Status : Representative, Representative of : WRIDDHI TRADERS (as Constituted Attorney)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs ANKITA GHOSAL Wife of Mr PRATIK BASU HIGH COURT CALCUTTA, P.O:- GPO, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001			
	30/09/2019	30/09/2019	30/09/2019
Identifier Of Mr MITHU SAMADDAR, Mr BIKASH AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr MITHU SAMADDAR	WRIDDHI TRADERS-3 Dec



Endorsement For Deed Number : I - 160805512 / 2019

On 30-09-2019

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

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

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

Presented for registration at 12:12 hrs on 30-09-2019, at the Office of the A.D.S.R. SONARPUR by Mr MITHU SAMADDAR, Executant.

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 18,54,546/-

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

Execution is admitted on 30/09/2019 by Mr MITHU SAMADDAR, Daughter of Shri Shivo Prosad Samaddar, Budhurpara, Town Sub Registry Office - Berhampore, P.O: Goaljan, Thana: Berhampore, , Murshidabad, WEST BENGAL, India, PIN - 742188, by caste Hindu, by Profession House wife

Indetified by Mrs ANKITA GHOSAL, , Mr PRATIK BASU, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 30-09-2019 by Mr BIKASH AGARWAL, Constituted Attorney, WRIDDHI TRADERS (Partnership Firm), 26, Mahamaya Mandir Road, Mahamayatala, P.O:- Garia, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700084

Indetified by Mrs ANKITA GHOSAL, , Mr PRATIK BASU, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 121/- (B = Rs 100/- , E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 121/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/09/2019 1:50PM with Govt. Ref. No: 192019200069371901 on 05-09-2019, Amount Rs: 121/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 891437089 on 05-09-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

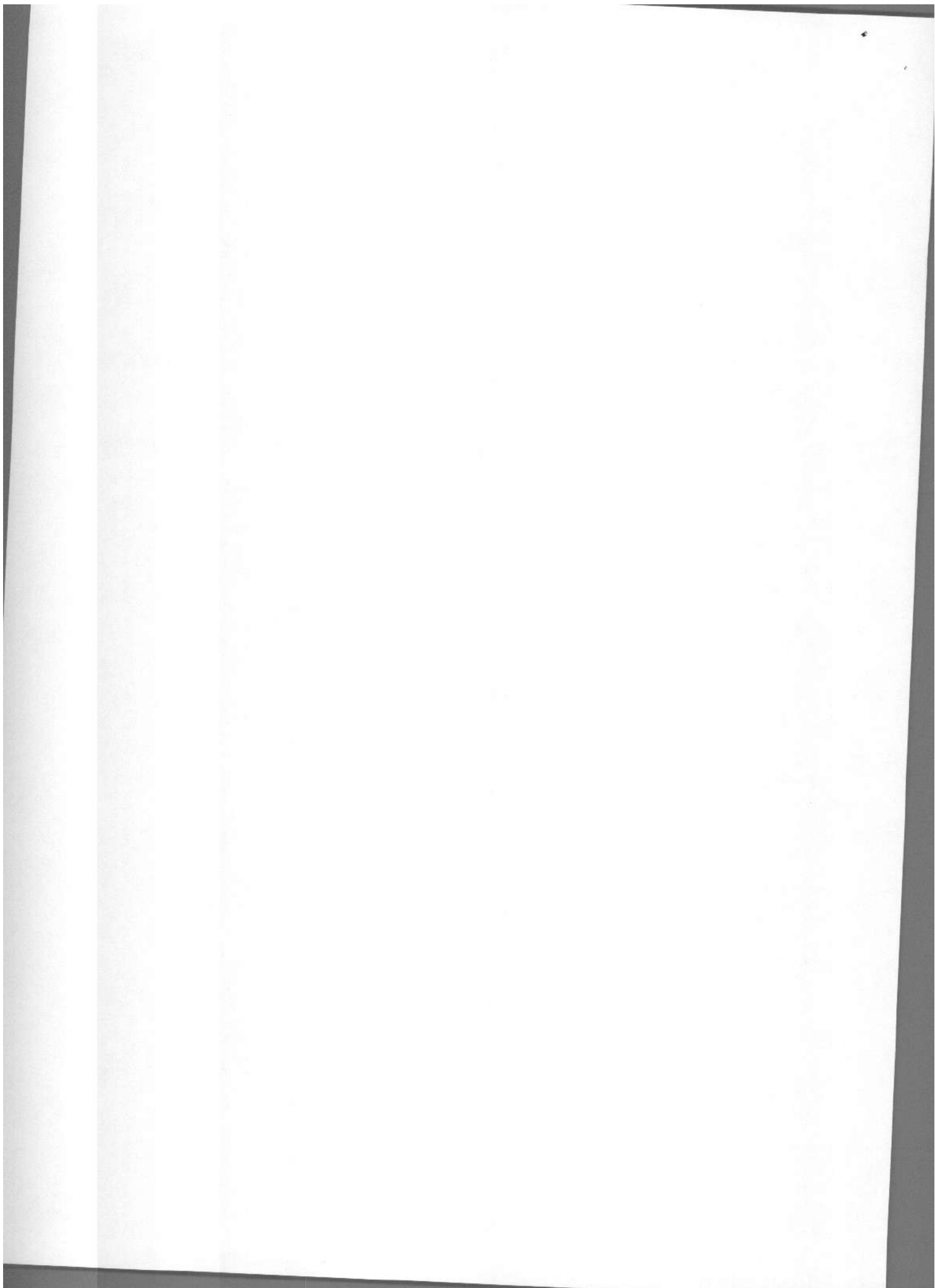
Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 05, Amount: Rs.100/-, Date of Purchase: 02/09/2019, Vendor name: Tapas Halder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/09/2019 1:50PM with Govt. Ref. No: 192019200069371901 on 05-09-2019, Amount Rs: 4,921/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 891437089 on 05-09-2019, Head of Account 0030-02-103-003-02

Barun Kumar Bhunia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
South 24-Parganas, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1608-2019, Page from 157403 to 157430
being No 160805512 for the year 2019.



Handwritten signature of Barun Kumar Bhunia

Digitally signed by BARUN KUMAR
BHUNIA
Date: 2019.11.06 11:24:59 +05:30
Reason: Digital Signing of Deed.

(Barun Kumar Bhunia) 06-11-2019 11:24:44
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SONARPUR
West Bengal.

(This document is digitally signed.)