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(release seber)

identified by me Subhasit Ghoh

son of Mr. Foydeb Ghozh 1189, NSC Bose Road Kolkata - 700103 Parlante Service

Sonarpur South 24 Pargana

03 NOV 2000

(1) AHIBARAM REALTY PRIVATE LIMITED (PAN: AALCAO519N), (2) ACRONYM RESIDENCY PRIVATE LIMITED (PAN: AALCAO561E), (3) ARION ABASAN PRIVATE LIMITED (PAN: AALCA2192D), (4) AROHIT DEVELOPERS PRIVATE LIMITED (PAN: AALCAO520D), (5) DESHANTAR SUPPLIERS PRIVATE LIMITED (PAN: AAECD4319A), (6) ESCALATED DEVELOPERS PRIVATE LIMITED (PAN: AADCE1987G), (7) GOLDENYATRA HOUSING PRIVATE LIMITED (PAN: AAECG9846M), (8) GREENIMAGE TRADING PRIVATE LIMITED (PAN: AAECG9456F), (9) JIBANJYOTI VINCOM PRIVATE LIMITED (PAN: AACCJ9559J), (10) PRABUDDHA MERCHANTS PRIVATE LIMITED (PAN: AAGCP8626A), (11) SUBHLIFE ABASAN PRIVATE LIMITED (PAN: AASCS2130C), (12) WARMTH MERCHANTS PRIVATE LIMITED (PAN AABCW3090L), (13) DREAMLIFE COMPLEX PRIVATE LIMITED (PAN: AAECD4322P), (14) NASHIB INFRASTRUCTURE PRIVATE LIMITED (PAN: AAECN1775A), (15) SAPNANKUR TRADING PRIVATE LIMITED (PAN: AASCS2126G), (16) SWAPNABHUMI INFRA-PROJECTS PRIVATE LIMITED (PAN: AASCS2114C), all are incorporated under Companies Act, 1956, all have registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office -Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South 24-Parganas, West Bengal, all are represented by one of their Directors namely SRI BIKASH AGARWAL, (PAN - AHAPA8484B) (AADHAAR NO. 272383048531), 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 - Narendrapur (formerly Sonarpur), Kolkata - 700084, District - South 24-Parganas, West Bengal, (17) ACRONYM ENCLAVE PRIVATE LIMITED (PAN: AALCAO556B), (18) ANANNAT DEVELOPERS PRIAVTE LIMITED (PAN: AALCA1052E), (19) ARROWSPACE CONCLAVE PRIVATE LIMITED (PAN: AALCAO515A), (20) ASRE REALTY PRIVATE LIMITED, (PAN: AALCA1053F), (21) ASTAVINAYAK HOUSING PRIVATE LIMITED (PAN: AALCAO554D), (22) AVINANDAN TRADING PRIVATE LIMITED (PAN: AALCA1429K), (23) BINAMOTI VINCOM PRIVATE LIMITED (PAN: AAFCB2365M), (24) DILIGENT NIRMAN PRIVATE LIMITED (PAN: AAECD4380P), (25) GREENHIGH ABASAN PRIVATE LIMITED (PAN: AAECG9455G), (26) GREENHIGH TRADING PRIVATE LIMITED (PAN: AAECG9474D), (27) MISTVALLEY TRADECOM PRIVATE LIMITED (PAN: AAICM2448R), (28) SAMREEK TRADECOM PRIVATE LIMITED (PAN: AASCS2128J), (29) SOMANSH CONCLAVE PRIVATE LIMITED (PAN: AASCS2129K), (30)



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ZEALOUS NIRMAN PRIVATE LIMITED (PAN: AAACZ6146M), all are incorporated under Companies Act, 1956, all have registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station -Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South 24-Parganas, West Bengal, all are represented by one of their Directors namely MRS. SARALA AGARWAL (PAN - ACXPA0964A), wife of Late Rajendra Kumar Agarwal, by religion - Hindu, by occupation - Housewife, by Nationality -Indian, residing at at 2052, Chakgaria, Upohar Condoville, Panchasayar, Post Office - Panchasayar, Police Station - Survey park, Kolkata - 700 094, District - South-24 Parganas, West Bengal, (31) ADMIRABLE COMMERCIAL PRIVATE LIMITED (PAN: AALCA1060E), (32) AEROHEIGHT HOUSING PRIVATE LIMITED (PAN: AALCAO512H), (33) ALOKBARSHA TRADECOM PRIVATE LIMITED (PAN: AALCA0641D), (34) ARMOURED CONSTRUCTION PRIVATE LIMITED (PAN: AALCA0513G), (35) CITISPACE TRADERS PRIVATE LIMITED (PAN: AAFCC0514R), (36) DEVOTION REALCON PRIVATE LIMITED (PAN: AAECD4379G), (37) MOONTREE SUPPLIERS PRIVATE LIMITED (PAN: AAICM2798N), (38) SANCTITY RESIDENCY PRIVATE LIMITED (PAN: AASCS2113F), all are incorporated under Companies Act, 1956, all have registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South 24-Parganas, West Bengal, all are represented by one of their Directors namely MRS. RESHMI BHOWMICK (PAN- BIJPB4081N), wife of Mr. Bikash Agarwal, by religion - Hindu, by occupation - Business, by Nationality - Indian, residing at 3/141A, Vidyasagar Upanibesh, Post Office - Naktala, Police Station - Bansdroni, Kolkata - 700047, District - South-24 Parganas, West Bengal, (39) AGORISE INFRASTRUCTURE PRIVATE LIMITED (PAN: AALCAO514B), (40) ARCAVA NIRMAN PRIVATE LIMITED (PAN: AALCA0562H), (41) PARDARSHI MARKETING PRIVATE LIMITED (PAN: AAGCP8604G), all are incorporated under Companies Act, 1956, all have registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata -700 084, District - South 24-Parganas, West Bengal, all are represented by one of their Directors namely MR. PAWAN AGARWAL (AFXPA0641R), son of Mr. Babulal Agarwal, by religion - Hindu, by occupation - Business, by Nationality - Indian, residing at Flat No. - E 121, 4 Sight Model Town Complex, 437 Madhya Baliya, Post Office - Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South-24 Parganas, West Bengal, (42) EVERSHIP NIRMAN PRIVATE LIMITED (PAN: AADCE2165J), (43) SIDDHIBHUMI NIRMAN PRIVATE LIMITED (PAN: AASCS2330J), (44)



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RAVIJYOTI MERCHANTS PRIVATE LIMITED (PAN: AAGCR1253H), (45) SONARTARI HOUSING PRIVATE LIMITED (PAN: AASCS2329D), (46) SWAPNADEEP PROJECTS PRIVATE LIMITED (PAN: AASCS3529F), all are incorporated under Companies Act, 1956, all have registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South 24-Parganas, West Bengal, all are represented by one of their Directors namely MRS. PAROMITA CHAKRABORTY (PAN - AJHPC2883K), wife of Mr. Parveen Agarwal, by religion - Hindu, by occupation - Business, by Nationality - Indian, residing at J/104, Baghajatin Station Road, Post Office - Jadavpur University, Police Station - Jadavpur, Kolkata - 700032, District - South-24 Parganas, West Bengal, hereinafter collectively called the "OWNERS/ONE PART" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, legal representatives, successors-in-interest and assigns) of the FIRST PARTY.

AND

M/S. RAJWADA REALTECH (PAN - ABBFR3670H), a registered Partnership Firm, having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South-24 Parganas, represented by its Partners namely, (1) PARVEEN AGARWAL (PAN - AGPPA1802M) (AADHAAR NO. 683800972303), and (2) BIKASH AGARWAL (PAN - AHAPA8484B) (AADHAAR NO. 272383048531), both sons of Late Rajendra Kumar Agarwal, both by occupation - Business, both by Religion - Hindu, both by Nationality -Indian, both residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South 24-Parganas, West Bengal, the Partners No. 1 namely Parveen Agarwal, duly represented by his Constituted Attorney Sri Bikash Agarwal, the partner No. 2 herein, appointed nominated and constituted by virtue of a General Power of Attorney registered on 22nd July, 2020 in the office of the Additional District Sub-Registrar at Garia in Book No. IV, Volume No. 1629-2020, Pages from 6843 to 6860, Being No. 336 for the year 2020, hereinafter called the "DEVELOPER/OTHER PART" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, legal representatives, successors-ininterest and assigns) of the SECOND PARTY.



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(THE FIRST PARTY AND SECOND PARTY SHALL BE INDIVIDUALLY REFERRED TO AS A PARTY AND COLLECTIVELY AS PARTIES)

WHEREAS the Owners herein became the absolute joint owner of ALL THAT the piece or parcel of land measuring more or less 73.804 Decimal equivalent to 2 Bigha 4 Cottah 10 Chittack 23 Sq. Ft. be the same a little more or less comprised in Mouza – Ukhila Paikpara, J.L. No. 56, Touzi No. 109, R.S. No. 147, Pargana – Medanmalla, under R.S. Dag Nos. 2666, 2665, 2664, 2667, 1071, 1068, 1067, 1066 and 1073 Corresponding to L.R. Dag Nos. 2551, 2550, 2549, 2552, 706, 703, 702, 701 and 708, under R.S. Khatian Nos. 422/1, 126, 842, 330, 336, 760 and 331, by dint of several Deed of Conveyances morefully described herein below:

Srl.	Deed No. & Year	Mouza	R.S. Dag	R.S. Khatian	L.R. Dag	Land Area in deci	Nature of Land
1	13610/2012	Ukhila Paikpara	2666	422/1	2551	7.36	SHALI
2	13613/2012		2665	126	2550	8.28	
3	13509/2012		2664	842	2549	5.47	
4	13611/2012		2667	330	2552	5.06	
5	13612/2012					5.06	
6	13509/2012		1071	331	706	0.34	
			1068	331	703	0.834	
7	14037/2012		1067	336	702	2.76	
	"		1066	422/1	701	4.6	
8	14033/2012		1073	760	708	9.26	
9	14034/2012					8.26	
10	14035/2012			2, 2,3		8.26	
11	14036/2012			2.0		8.26	
	TOTAL						

within the limits of Rajpur-Sonarpur Municipality, Ward No. 27, Post Office -Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, District - South 24-Parganas, West Bengal, absolutely and forever.

AND WHEREAS the Owners herein being the absolute joint owner of the aforesaid land measuring 73.804 Decimal have mutated their names in the records of the B.L. & L.R.O. and also finally published thereof, being L.R. Khatian Nos. 2247, 2710, 2276, 2589, 2296, 2251, 2706, 2281, 2718, 2300, 2260, 2708, 2255, 2716, 2264, 2262, 2712, 2282, 2266, 2709, 2294, 2268, 2288, 2261, 2711, 2284, 2273, 2714, 2267, 2252, 2721, 2257, 2263, 2283, 2719, 2279, 2259, 2717, 2287, 2286, 2277, 2280, 2715, 2295, 2258, 2248, 2289, 2275, 2265, 2274, 2250, 2249, 2713, 2299, 2245, 2270, 2253, 2707,



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2271, 2720, 2269 and 2278, and on 26.02.2020 the owners herein alongwith other Co-owners executed Boundary Declaration, registered in the office of A.D.S.R. Sonarpur, South 24 Parganas, recorded in Book No. I, Volume No. 1608-2020, Pages from 31693 to 31786, Deed No. 972 for the year 2020, and also mutated their names in the record of Rajpur-Sonarpur Municipality vide Municipal Holding No. 282 and have been possessing the same by paying Government Rent and Municipal Taxes thereon without any claim, disputes and disturbances from anyone whatsoever.

AND WHEREAS the Owners herein thus became the absolute joint owner of ALL THAT the piece or parcel of undivided land measuring more or less 73.804 Decimal equivalent to 2 Bigha 4 Cottah 10 Chittack 23 Sq. Ft. be the same a little more or less comprised in Mouza – Ukhila Paikpara, J.L. No. 56, Touzi No. 109, R.S. No. 147, Pargana – Medanmalla, under R.S. Dag Nos. 2666, 2665, 2664, 2667, 1071, 1068, 1067, 1066 and 1073 Corresponding to L.R. Dag Nos. 2551, 2550, 2549, 2552, 706, 703, 702, 701 and 708, under R.S. Khatian Nos. 422/1, 126, 842, 330, 336, 760 and 331, split up of the aforesaid lands are hereunder:

SRL	R.S. DAG NO.	R.S. KHATIAN NO	L.R. DAG NO.	AREA IN DECIMAL	NATURE OF LAND
1	2666	422/1	2551	7.36	SHALI
2	2665	126	2550	8.28	
3	2664	842	2549	5.47	
4	2667	330	2552	10.12	
5	1071	331	706	0.34	
6	1068	331	703	0.834	
7	1067	336	702	2.76	
8	1066	422/1	701	4.6	SHALI
9	1073	760	708	34.04	SHALI
			TOTAL	73.804	

under L.R. Khatian Nos. 2247, 2710, 2276, 2589, 2296, 2251, 2706, 2281, 2718, 2300, 2260, 2708, 2255, 2716, 2264, 2262, 2712, 2282, 2266, 2709, 2294, 2268, 2288, 2261, 2711, 2284, 2273, 2714, 2267, 2252, 2721, 2257, 2263, 2283, 2719, 2279, 2259, 2717, 2287, 2286, 2277, 2280, 2715, 2295, 2258, 2248, 2289, 2275, 2265, 2274, 2250, 2249, 2713, 2299, 2245, 2270, 2253, 2707, 2271, 2720, 2269 and 2278, within the limits of Rajpur-Sonarpur



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Municipality, Municipal Holding No. 282, Ward No. 27, Post Office Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, District - South 24-Parganas, West Bengal, which is more fully and particularly described in the FIRST SCHEULE hereunder written, and hereinafter referred to as the "SAID PROPERTY", and have been possessing the same by paying Government Rent and Municipal Taxes thereon without any claim, disputes and disturbances from anyone whatsoever, and approached RAJWADA REALTECH, the Developer herein, in order to fulfill their desire of developing their Said Property more fully described in the FIRST SCHEDULE hereunder written, and the Developer herein having accepted the proposal of the Owners, and agreed to enter into a Development Agreement for construction of several residential building and commercial space on the Said Property as per plan to be sanctioned by the Rajpur-Sonarpur Municipality.

AND WHEREAS now both the Parties herein are entering into this Development Agreement in order to set out their rights and obligations in relation to the development of the Said Property of the One Part 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.

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

ARTICLE -I: DEFINITION

OWNERS: shall mean and include the Party of the One Part herein and its successor-in-office, executors, administrators, legal representatives and/or assigns.

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

SAID PROPERTY: shall mean and include ALL THAT the land measuring 73,804 Decimal equivalent to 2 Bigha 4 Cottah 10 Chittack 23 Sq. Ft. be the same a little more or less comprised in Mouza – Ukhila Paikpara, J.L. No. 56, Touzi No. 109, R.S. No. 147, Pargana – Medanmalla, under R.S. Dag Nos. 2666, 2665, 2664, 2667, 1071, 1068, 1067, 1066 and 1073 Corresponding to L.R. Dag Nos. 2551, 2550, 2549, 2552, 706, 703, 702, 701 and 708, under R.S. Khatian Nos. 422/1, 126, 842, 330, 336, 760 and 331, split up of the aforesaid lands are hereunder:

SRL	R.S. DAG	R.S.	L.R. DAG	AREA IN	NATURE OF
	NO.	KHATIAN NO	NO.	DECIMAL	LAND
1	2666	422/1	2551	7.36	SHALI



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			TOTAL	73.804	
9	1073	760	708	34.04	SHALI
8	1066	422/1	701	4.6	SHALI
7	1067	336	702	2.76	
6	1068	331	703	0.834	
5	1071	331	706	0.34	
4	2667	330	2552	10.12	
3	2664	842	2549	5.47	
2	2665	126	2550	8.28	

under L.R. Khatian Nos. 2247, 2710, 2276, 2589, 2296, 2251, 2706, 2281, 2718, 2300, 2260, 2708, 2255, 2716, 2264, 2262, 2712, 2282, 2266, 2709, 2294, 2268, 2288, 2261, 2711, 2284, 2273, 2714, 2267, 2252, 2721, 2257, 2263, 2283, 2719, 2279, 2259, 2717, 2287, 2286, 2277, 2280, 2715, 2295, 2258, 2248, 2289, 2275, 2265, 2274, 2250, 2249, 2713, 2299, 2245, 2270, 2253, 2707, 2271, 2720, 2269 and 2278, within the limits of Rajpur-Sonarpur Municipality, Municipal Holding No. 282, Ward No. 27, Post Office Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, District - South 24-Parganas, West Bengal.

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, landing, 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 OWNERS' ALLOCATION:

The Owner's Allocation shall mean 27% (Twenty Seven percent) of the total constructed area, and/ar F.A.R. of the proposed building together with undivided proportionate share in the said land hereto together with undivided proportionate share in the common areas, common parts, amenities and facilities therein provided, comprised in the total constructed area in the said entire project together with Car Parking Spaces.



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- 1.4 DEVELOPER ALLOCATION: shall mean and include save and except the Owners' Allocation i.e. 73% (Seventy Three Percent) of the total constructed area, as will be sunctioned on the schedule land by the Rajpur-Sonarpur Municipality being the remaining F.A.R or constructed areas comprised of several flats and other spaces of the proposed building together with undivided proportionate share in the said property hereto together with undivided proportionate share in the common areas, common parts, amenities and facilities therein provided, comprised in the total constructed area in the said entire project together with Car Parking Spaces which is more fully described in the Third Schedule hereunder written.
- 1.5 BUILDING PLAN: shall mean and include the building plan and/or modified plan to be approved by the parties hereto and thereafter sanctioned by the Rajpur-Sonarpur Municipality for construction of the New Building in the Said Property.
- 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 which shall be in relation to the covered area of all the Units in the New Building/s.

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 or non-transferred to the intending purchasers.

ARTICLE -III: OWNERS REPRESENTATION

3.1. The Owners are 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 he 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 thereof.



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- 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.
- 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 any portion thereof.

ARTICLE-IV: DEVELOPER'S REPRESENTATION

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 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 new building/s, comprised of several self-contained flats, car parking space/s, commercial spaces and other space/s and will sell the flats, car parking space/s, commercial spaces 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 Owner's Allocation.

ARTICLE -VI: DEVELOPER'S COVENANT

- 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 48 (Forty Eight) months from the date of obtaining the Sanctioned Building Plan and further there shall be a grace period of 9 months for completion of construction of the Said New Building/s.
- 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 Owners herein at its own costs.
- 6.3 The Developer at its own costs and expenses apply for and obtain all necessary approvals, clearances, permissions, registration, licences, sanctions and/or permission or No Objection Certificates from the appropriate authorities



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as may from time to time be necessary for the purpose of carrying on the work of development of the Said Property.

- 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.
- 6.5 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,
- 6.6 It would be the responsibility of the Developer to obtain the meters for the individual purchaser/s and cause installation of the same to the said respective flat/s of the purchaser/s, and other occupiers.

ARTICLE-VII: OWNERS COVENANTS

- 7.1 The Owners shall appoint, nominate and constitute the Developer as his Constituted Attorney by executing a Development Power of Attorney after registration of Development Agreement to be registered in favour of the Developer authorizing and/or empowering the Developer to do all acts, deeds, declaration, 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 Owners 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 Owners deliver the peaceful and vacant possession of the Said Property morefully described in the Schedule hereunder written at the time of execution of this Development Agreement, to the Developer for the purpose of development of the Said Property.
- 7.4 The Owners 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



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no right to claim anything except their respective allocations in the said proposed New Building/s.

- 7.5 The Owners shall deliver title deeds 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.
- 7.6 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 there shall be prospect of executing supplementary between the Parties herein for delegation of right to sale the Owner's Allocation to the Developer herein and in that case the Owners shall be simultaneously get reimbursed from the consideration money of the sale proceeds.
- 7.7 That the Owners herein shall bear all costs and expenses for mutation and conversion of the Said Property in its name in the office of the Rajpur-Sonarpur Municipality and in the office of the B.L. & L.R.O. and if any costs and expenses is born by the Developer herein for the same, that will be paid by the Land Owners herein to the Developer.
- 7.8 The Owners shall bear the cost for installation of Transformer and Standby Generator at Rs. 1,25,000/- (One Lakh Twenty Five Thousand) only per flat and also Club charges at Rs. 1,00,000/- (One Lakh) only per flat for their Allocation in the Said New Building/s which can be recovered by the Owners from the intending Purchasers of their Allocation.

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



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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 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.

RTICLE-IX: SPACE ALLOCATION

9.1 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 has finally been sanctioned by the Municipality.

ARTICLE-X: RATES & TAXES

- 10.1 The Owners, Developer and their respective transferees shall bear and pay proportionate 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 Owners, Developer and their respective transferees shall from the date of receiving the notice of handover of 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. 2.5/- per sq. ft. towards their respective area of Allocations 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 expenses.
- 10.4 The Owners and developer shall be liable to bear and to pay Income Tax, Wealth Tax, CGST and SGST or any other taxes, when will be applicable by the competent authority of the State Government and Central Government, as the case may be, in respect of their relevant allocations, the Developer shall not be liable for any taxes payable by the Owner in respect of their allocation.

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



Add. Dist.-Sub Registrar Sonarpur South 24 Parganita 0 3 NOV 2020

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 Building in the Said Property.

- 11.2 That the Building plan for construction of the New Building in the Said Property shall be prepared by the Developer after discussing the same with the Architect of the appointed by the Owner.
- 11.3 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 48 (Forty Eight) months from the date of obtaining the building plan duly sanctioned by the Municipality and further there shall be a grace period of 9 months for completion of construction of the Said New Building/s.
- 11.4 The Owners till date have not taken any advance from any person or persons towards booking of any portion of his 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 they have a good, clear and marketable title into the Said Property.
- 11.5 The Owners shall be bound to make registration of sale deed/s in respect of all flats and spaces of Developer's Allocation at the cost of the intending Purchaser(s) without any claim or demand thereof whatsoever. The Owners 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 as a demise or assignment or conveyance or transfer in law by the Owners in favour of the Developer save as herein expressly provided and also the exclusive license and/or contract to the Developer to commercially exploit the Said Property in terms hereof on specific agreement basis subject to fulfillment of terms and conditions, failing which Developer shall have no right to sell the flats and spaces in the said New Building/s.
- 11.7 The Owners 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 be parties hereto constitute an Association of persons.
- 11.8 The Developer shall invest required finances for construction and completion of the Said New Building/s from its own resources as well as taking assistance from any financial institution, which may be taken from 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



Add Dist. Sub Registral Sonarpur Scarth 24 Parganan

Owners allocated area in the Said New Building/s and in case of nonrepayment of the said mortgage loan by the Developer there will be no liability of the owner whatsoever.

- 11.9 It is agreed and recorded that the Developer alone shall be liable to repay entire loans together with interest thereon to the Banks and/or financial institutions 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 name of the Project shall be decided by the parties mutually. The name of the Project shall contain the brand name of the Developer.
- 11.11 This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

ARTICLE-XII: INDEMNITY

- 12.1 That the Owners shall keep the Developer indemnified against all liabilities subject to title of the said Property and the Developer shall keep the Owners indemnified against damages that may arise in course of construction and completion of the Said New Building/s in the Said Property.
- 12.2 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 Owners in any way liable in any manner.
- 12.3 It is agreed and recorded that Owners and the Developer shall mutually indemnify and keep indemnified each other against all actions suits, losses, claims, damages, costs, charges, expenses that will be incurred or suffered by the Owners and the Developer on account of or arising out of any breach of any of the terms herein contained or any law, rules or regulations or otherwise howsoever.

ARTICLE - XIII : OBLIGATIONS OF DEVELOPER

13.1 That the Owners 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.



Add. Dist. Sub Registrar Sonerpur South 24 Parciana* 13.2 On completion of the construction of the proposed New Building/s by the Developer and the same be ready for occupation, the Developer shall give written notice to the Owners or their notified nominees 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 Owners and the Developer shall become liable for payment of proportionate maintenance charges at the rate of Rs. 2.5/- per sq. ft. and Municipal rates and taxes and rents and duties or any impositions payable in respect thereof henceforth towards their respective Allocations in the proposed New Building/s in the Said Property.

ARTICLE - XIV : ARBITRATION & JURISDICTION

- 14.1 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 will 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.
- 14.2 The arbitration shall be conducted in the English language and the arbitration sittings shall be held in the City of Kolkata only.
- 14.3 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

ARTICLE-XV: 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 sanction of the final municipal Building Plan, 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 land measuring more or less 73.804 Decimal equivalent to 2 Bigha 4 Cottah 10 Chittack 23 Sq. Ft. be the same a little more or less comprised in Mouza - Ukhila Paikpara, J.L. No. 56, Touzi No. 109, R.S. No.



Addi. Dist.-Sub Registras Sonarpur South 24 Pargahas 0 3 NOV 2020 St.

147, Pargana - Medanmalla, under R.S. Dag Nos. 2666, 2665, 2664, 2667, 1071, 1068, 1067, 1066 and 1073 Corresponding to L.R. Dag Nos. 2551, 2550, 2549, 2552, 706, 703, 702, 701 and 708, under R.S. Khatian Nos. 422/1, 126, 842, 330, 336, 760 and 331, split up of the aforesaid lands are hereunder:

SRL	R.S. DAG NO.	R.S. KHATIAN NO	L.R. DAG NO.	AREA IN DECIMAL	NATURE OF
1	2666	422/1	2551	7.36	SHALI
2	2665	126	2550	8.28	
3	2664	842	2549	5.47	
4	2667	330	2552	10.12	
5	1071	331	706	0.34	
6	1068	331	703	0.834	
7	1067	336	702	2.76	
8	1066	422/1	701	4.6	SHALI
9	1073	760	708	34.04	SHALI
	Edi		TOTAL	73.804	

under L.R. Khatian Nos. 2247, 2710, 2276, 2589, 2296, 2251, 2706, 2281, 2718, 2300, 2260, 2708, 2255, 2716, 2264, 2262, 2712, 2282, 2266, 2709, 2294, 2268, 2288, 2261, 2711, 2284, 2273, 2714, 2267, 2252, 2721, 2257, 2263, 2283, 2719, 2279, 2259, 2717, 2287, 2286, 2277, 2280, 2715, 2295, 2258, 2248, 2289, 2275, 2265, 2274, 2250, 2249, 2713, 2299, 2245, 2270, 2253, 2707, 2271, 2720, 2269 and 2278, within the limits of Rajpur-Sonarpur Municipality, Municipal Holding No. 282, Ward No. 27, Post Office - Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, Matri Bhaban Road, "Rajwada Global City", District - South 24-Parganas, West Bengal, together with 500 sq. ft. tile shed structure with cemented flooring together with all casements rights and appurtenances thereto attached being butted and bounded in the manner as follows:-

ON THE NORTH : By land in R.S. Dag Nos. 1055, 1052, 1049, 1048,

1075 and 232;

ON THE EAST : By land in R.S. Dag Nos. 267, 270, 269, 1080, 1079,

2675, 2672, 2663 and Municipal Road;

ON THE SOUTH : By 30 ft. wide Municipal Road;

ON THE WEST : By land in R.S. Dag Nos. 1061, 1062, 1064, 2627,

2628 and 2634.



Add. Dist.-Sub Registrar Sonarpur South 24 Parganan

THE SECOND SCHEDULE ABOVE REFERRED TO [ALLOTTED PORTION OF THE OWNER]

The Owner will be entitled to get 27 % (Twenty Seven percent) of the total constructed area, and/or F.A.R. of the proposed building together with undivided proportionate share or interest in the said property, together with common areas in the said new building together with undivided proportionate share in the common areas, common parts, amenities and facilities therein provided, comprised in the total constructed area in the said entire project together with Car Parking Spaces.

THE THIRD SCHEDULE ABOVE REFERRED TO (ALLOTTED PORTION OF THE DEVELOPER)

The Developer will be entitled to get, save and except the Owner's Allocation, the remaining 73% (Seventy Three percent) of the total constructed area and/or F.A.R or constructed areas comprised of several flats and other spaces of the proposed building together with undivided proportionate share or interest in the said property, together with common areas in the said new building together with undivided proportionate share in the common areas, common parts, amenities and facilities therein provided, comprised in the total constructed area in the said entire project together with Car Parking Spaces.

FOURTH SCHEDULE ABOVE REFERRED TO (Specification of the Construction) ANNEXTURE - "X"

- 1. Walls : As per sanctioned Building Plan.
- Floor: all floors surfaced with tiles/marble (2' x 2') and internal wall surface will be plaster of Paris.
- Kitchen: kitchen will be finished with black granite on the top would be finished with branded type wall tiles upto 2' height above slab.
- Toilet: toilet wall will be equipped with glazed tiles upto 5' 6" from the floor and one Western type of toilet pan, one shower and two tap points.
- 5. 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.
- Plumbing: internal and external plumbing works will be of surface type and of PVC pipe line.
- 7. Rain water line will be also made of PVC pipe.



Addi. Diet.-Sub Registral Sonarpur Sputh 24 Parganan

- 8. There will one tube well and one overhead PVC tank.
- 9. Underground waste line will be of S.W. pipe in 4" diameter.
- All windows will be made of Aluminum Sliding Window with 5 mm glass pane.
- 11. All doors frames will be of 4" x 2.5" wood made.
- 12. Internal and external door will be flush door of ply.
- Cost of Stand-by Generator installation and Transformer charges @ Rs. 1,25,000/- (One Lakh Twenty Five Thousand) per flat.

FIFTH SCHEDULE ABOVE REFERRED TO

(The Common Areas)

- 1. Entrance and exits of the premises,
- 2. Security Guard's room/care taker's room.
- Elevator/Lift with capacity of five passengers of Adams or equivalent make.
- 4. Any common area in the new building, foundation, columns, beams etc.
- 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. Subhasit Ghah 1159, NSC Dash Rd Kal-103



Add. Dist.-Sub Registral Sonerpur South 24 Parganas

0 3 NOV 2028

2. Wheren & Nordal 1159 NK Rose Road Korly FOCHOS

As Authorized Signatory / Director

AHIBARAM REALTY PRIVATE LIMITED ACRONYM RESIDENCY PRIVATE LIMITED ARION ABASAN PRIVATE LIMITED AROHIT DEVELOPERS PRIVATE LIMITED DESHANTAR SUPPLIERS PRIVATE LIMITED ESCALATED DEVELOPERS PRIVATE LIMITED GOLDENYATRA HOUSING PRIVATE LIMITED GREENIMAGE TRADING PRIVATE LIMITED JIBANJYOTI VINCOM PRIVATE LIMITED PRABUDDHA MERCHANTS PRIVATE LIMITED SUBHLIFE ABASAN PRIVATE LIMITED WARMTH MERCHANTS PRIVATE LIMITED DREAMLIFE COMPLEX PRIVATE LIMITED NASHIB INFRASTRUCTURE PRIVATE LIMITED SAPNANKUR TRADING PRIVATE LIMITED SWAPNABHUMI INFRA-PROJECTS PRIVATE LIMITED

As Authorized Signatory / Director

ACRONYM ENCLAVE PRIVATE LIMITED
ANANNAT DEVELOPERS PRIAVTE LIMITED
ARROWSPACE CONCLAVE PRIVATE LIMITED
ASRE REALTY PRIVATE LIMITED
ASTAVINAYAK HOUSING PRIVATE LIMITED
AVINANDAN TRADING PRIVATE LIMITED
BINAMOTI VINCOM PRIVATE LIMITED
DILIGENT NIRMAN PRIVATE LIMITED
GREENHIGH ABASAN PRIVATE LIMITED
GREENHIGH TRADING PRIVATE LIMITED
MISTVALLEY TRADECOM PRIVATE LIMITED
SAMREEK TRADECOM PRIVATE LIMITED
SOMANSH CONCLAVE PRIVATE LIMITED
ZEALOUS NIRMAN PRIVATE LIMITED



Addi. Dist.-Sub Registra Sonarpur South 24 Parganan

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Reshmi Bhownick

As Authorized Signatory / Director

ARMOURED CONSTRUCTION PRIVATE LIMITED ADMIRABLE COMMERCIAL PRIVATE LIMITED DEVOTION REALCON PRIVATE LIMITED MOONTREE SUPPLIERS PRIVATE LIMITED SANCTITY RESIDENCY PRIVATE LIMITED AEROHEIGHT HOUSING PRIVATE LIMITED ALOKBARSHA TRADECOM PRIVATE LIMITED CITISPACE TRADERS PRIVATE LIMITED

Param Agor ral As Authorized Signatory / Director

AGORISE INFRASTRUCTURE PRIVATE LIMITED ARCAVA NIRMAN PRIVATE LIMITED PARDARSHI MARKETING PRIVATE LIMITED

Paraville Chalonabinhi

As Authorized Signatory / Director

EVERSHIP NIRMAN PRIVATE LIMITED RAVIJYOTI MERCHANTS PRIVATE LIMITED SONARTARI HOUSING PRIVATE LIMITED SWAPNADEEP PROJECTS PRIVATE LIMITED SIDDHIBHUMI NIRMAN PRIVATE LIMITED

OWNERS/ONE PART

As self & Lawful Conscituted Attorney of Rajwada Realtech Partner Parveen Agarwal

DEVELOPER/OTHER PART

Drafted by

Advocate

Allpane Judger Court

Kalkafa- 700024

F/1646/2012



Add. Dist. Sub Registrar Sorumpur South 24 Pargansa

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NAME BIKASH AGARWAL

SIGNATURE THE AND

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NAME SARALA AGARWAL

SIGNATURE Samula Agammal



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BRN:

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GRN Date: 02/11/2020 18:13:41

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Payment Mode

Online Payment

Bank:

HDFC Bank

BRN Date: 02/11/2020 18:15:28

DEPOSITOR'S DETAILS

Id No.:

2001375907/1/2020

[Query No./Query Year]

Name:

RAJWADA DEVELOPER

Contact No.:

09830459894

Mobile No.:

+91 9830459894

E-mail:

Address:

Garia kol84

Applicant Name:

Mr A Das

Office Name:

Office Address:

Status of Depositor:

Others

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

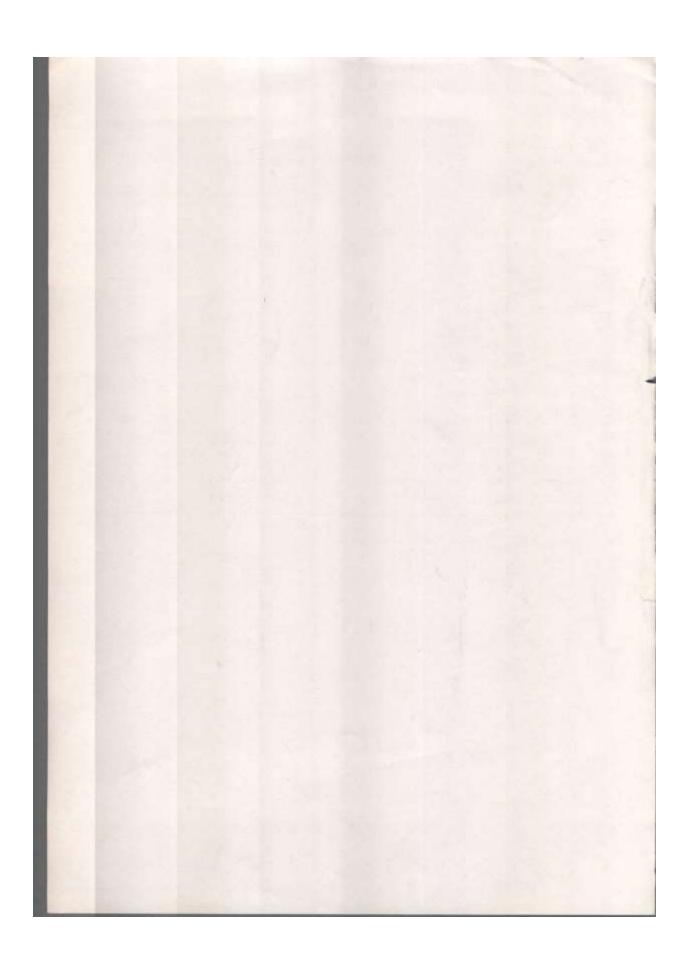
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2	2001375907/1/2020	Property Registration-Registration Fees	0030-03-104-001-16	21

Total

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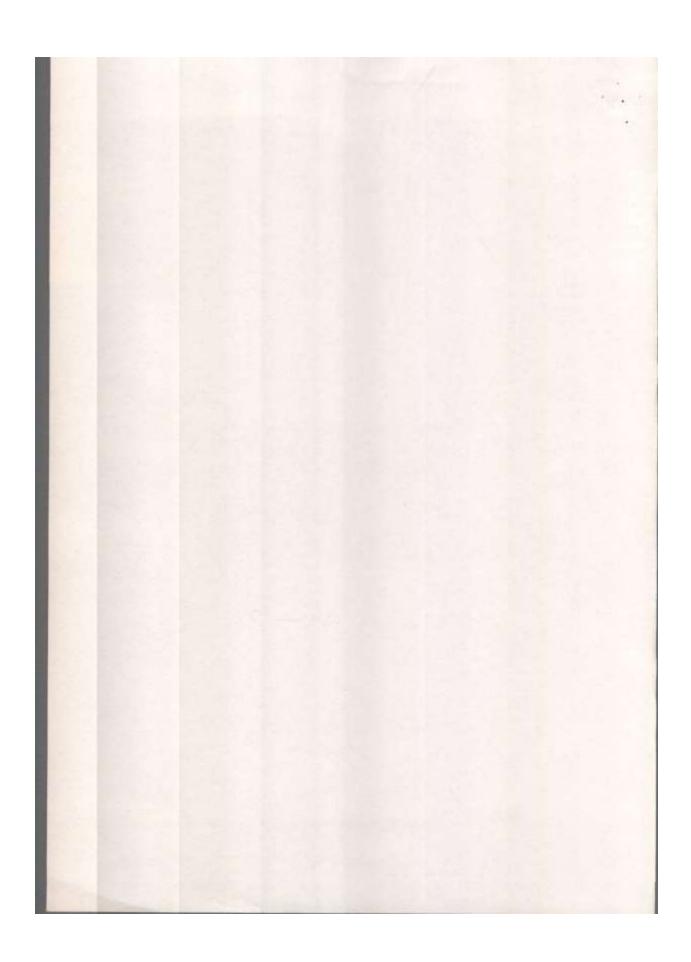
In Words:

Rupees Thirty Nine Thousand Nine Hundred Forty One only





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ভারত সরকার

Unique Identification Authority of India

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

Bikash Agarwal বিকাশ আপারওয়াল

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



86130893



আপলার আধার সংখ্যা / Your Aadhaar No. :

2723 8304 8531

আধার – সাধারণ মানুষের অধিকার



বিকাশ আশারওয়াল Blkash Agarwal



WYOTH N/DOB 30/05/1982 194 / Male

2723 8304 8531







তথ্য

- আধার পরিচ্য়ের 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 I
- 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.



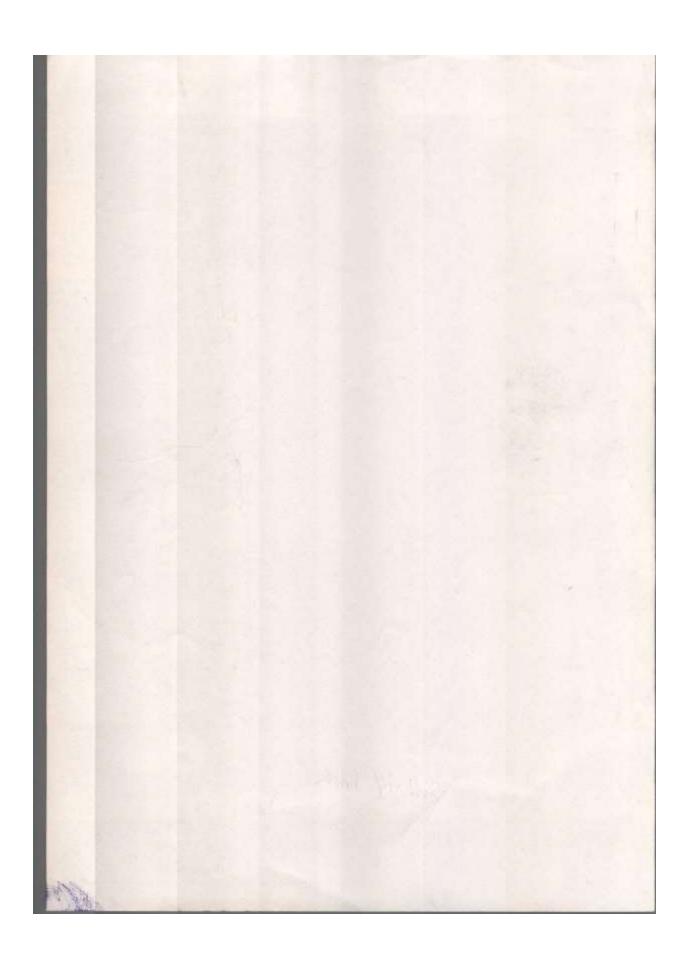
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ঠিকানা: /: রাজেন্ড কুমার আগারওয়াল উইভসর শ্রীনস ফ্লাট নঃ দী/এ মহামায়া মন্দির রোভ, মহামারাতনা রাজপুর সোনারপুর (এম), গড়িয়া দক্ষিণ ২৪ গরগনা, শভিম বদ, Address: S/O: Rajendra Kumar Agarwal, windsor GREENS FLAT NO C/3A, 26 MAHAMAYA MANDIR ROAD, MAHAMAYATALA, Rajpur Sonarpur (M), South 24 Parganas, Garia, West Bengal, 700084



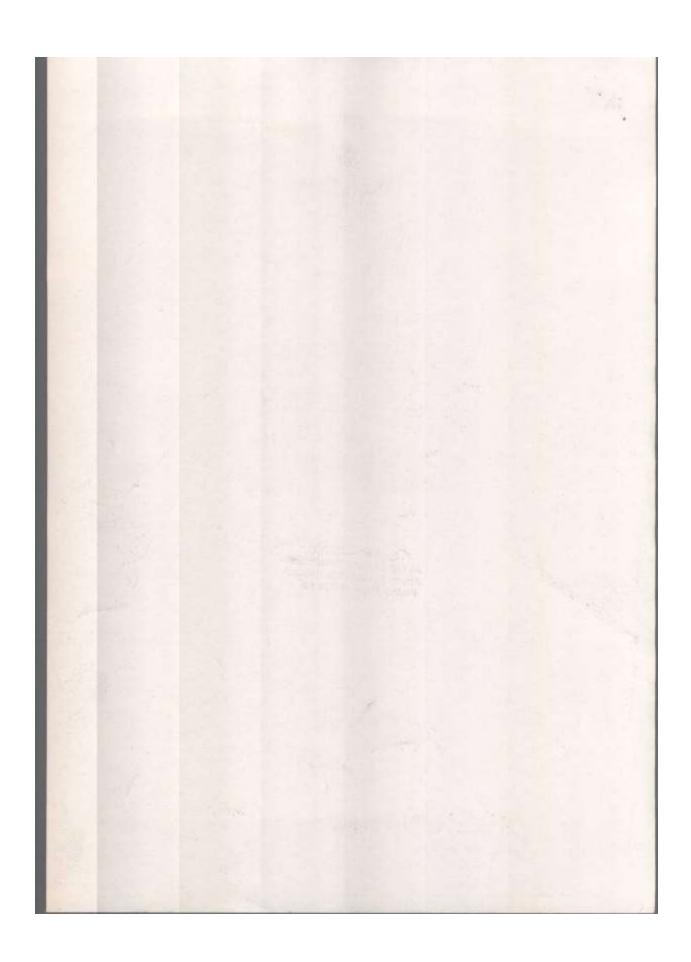


Subhasit Aham





As self & Lawful Constituted Attorney of Rajwada Realtech Partner Parveen Agarwal



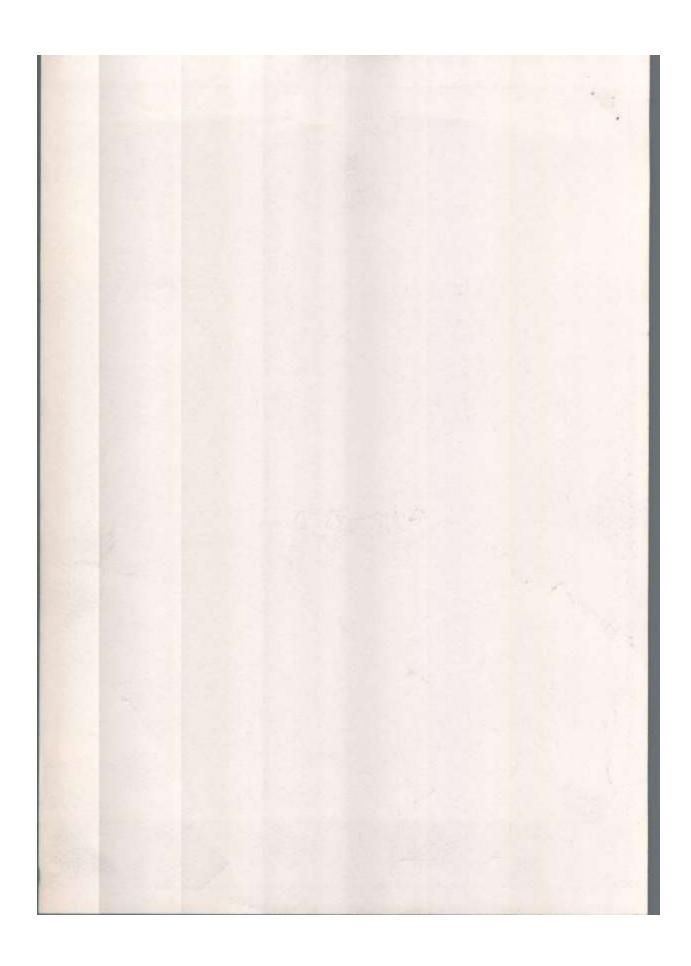
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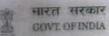
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Director



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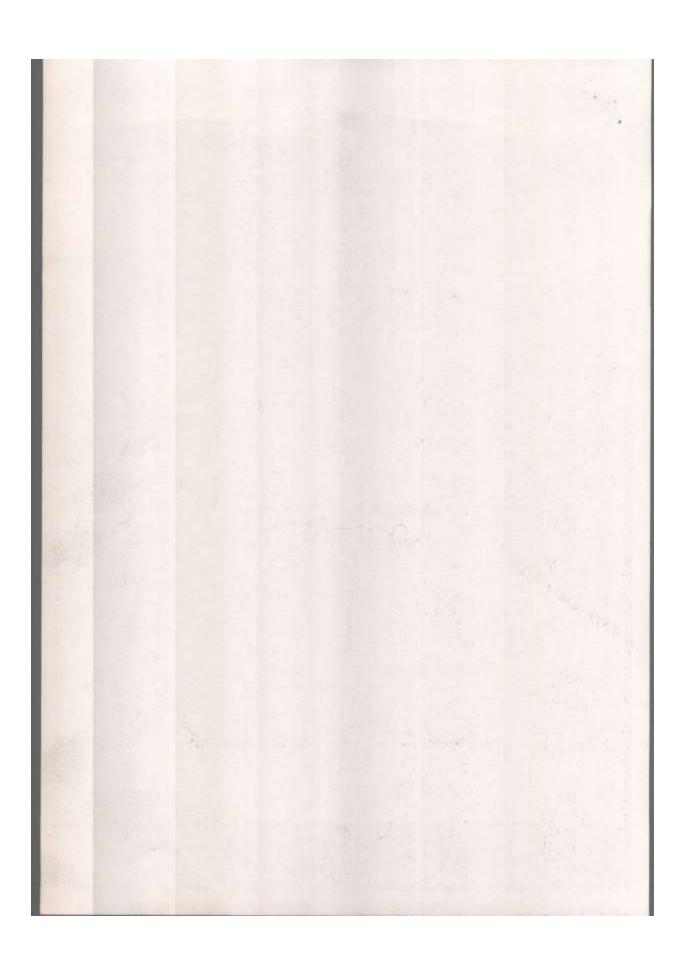
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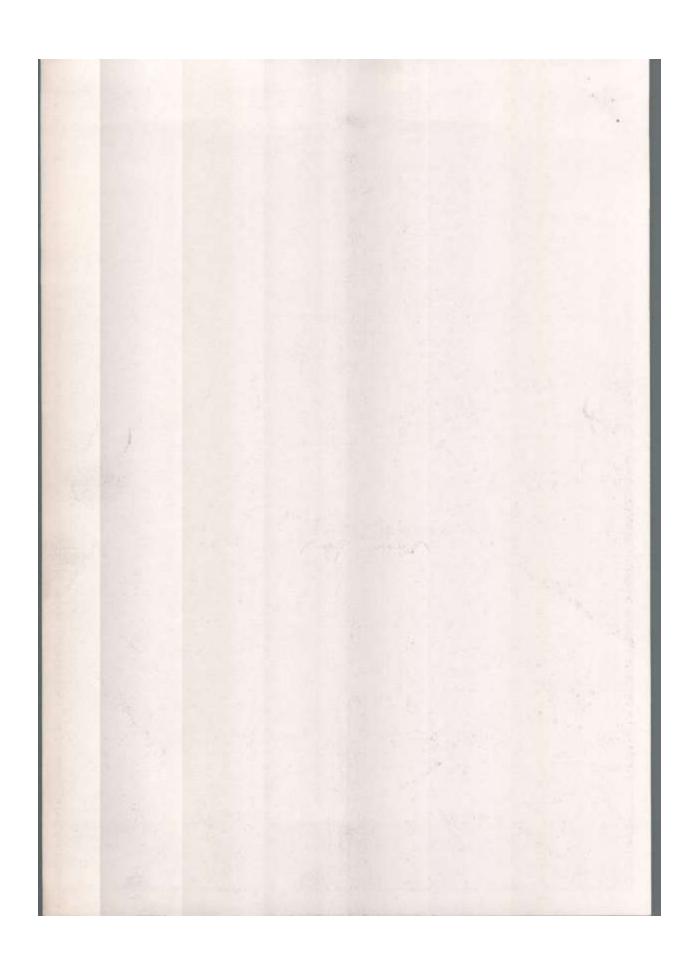
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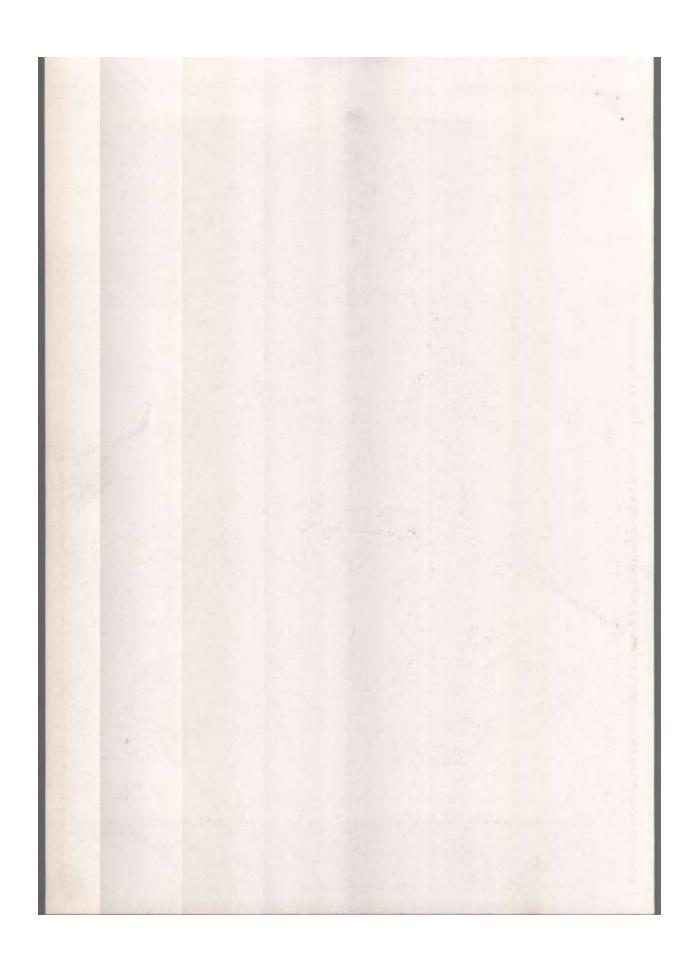
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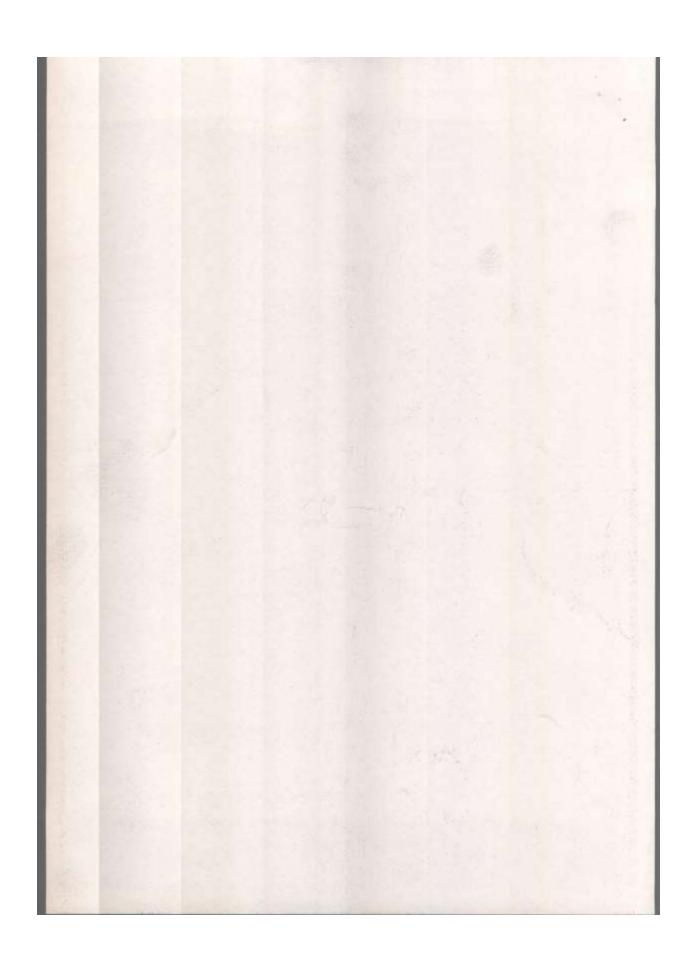
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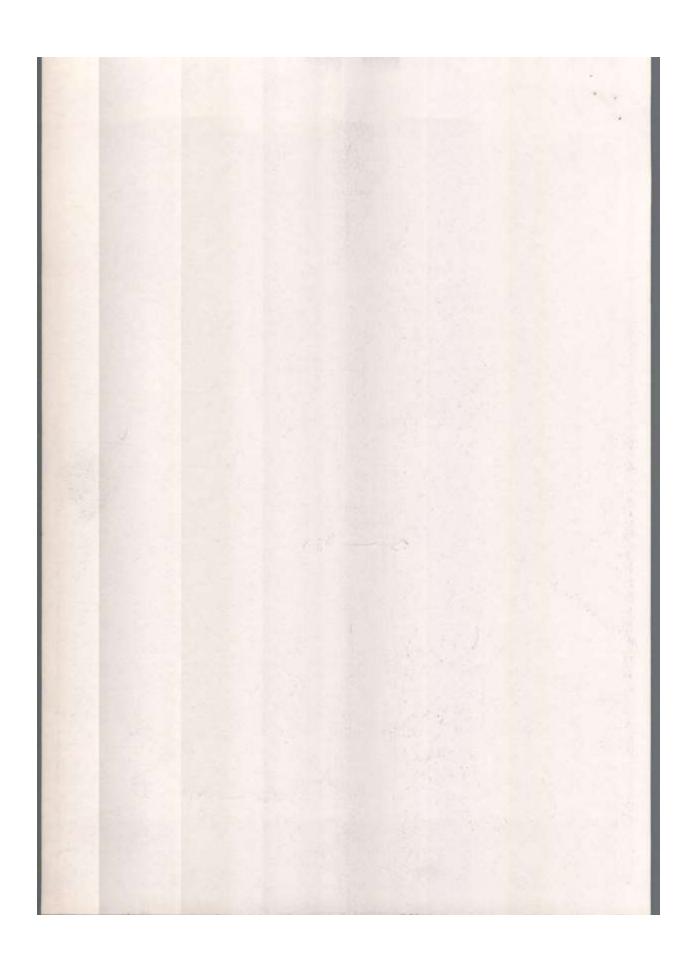
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Director

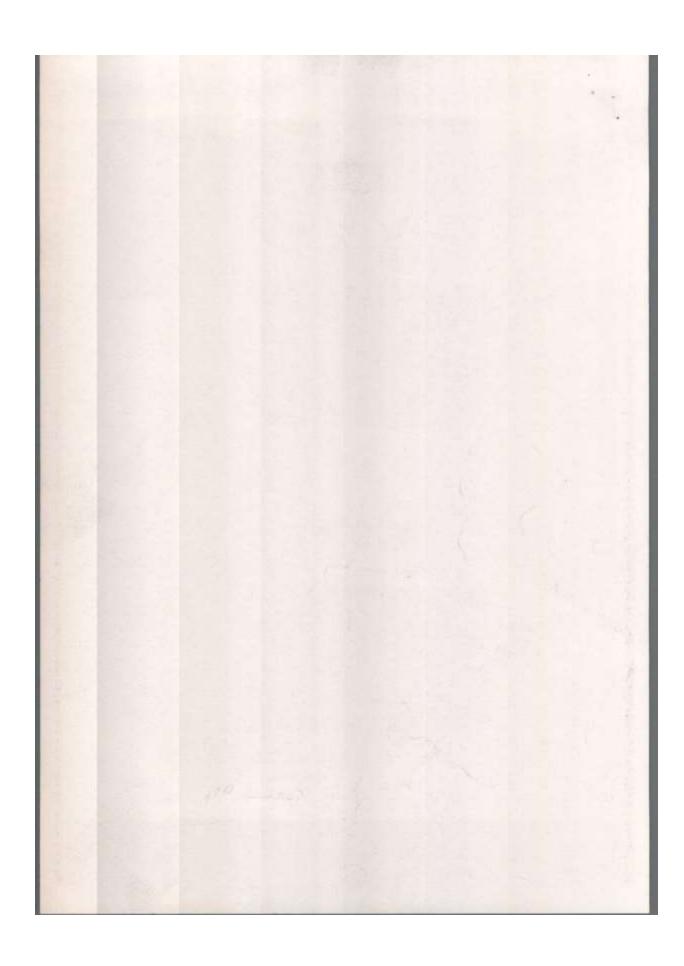






SAPNANKUR TRADING PRIVATE LIMITED

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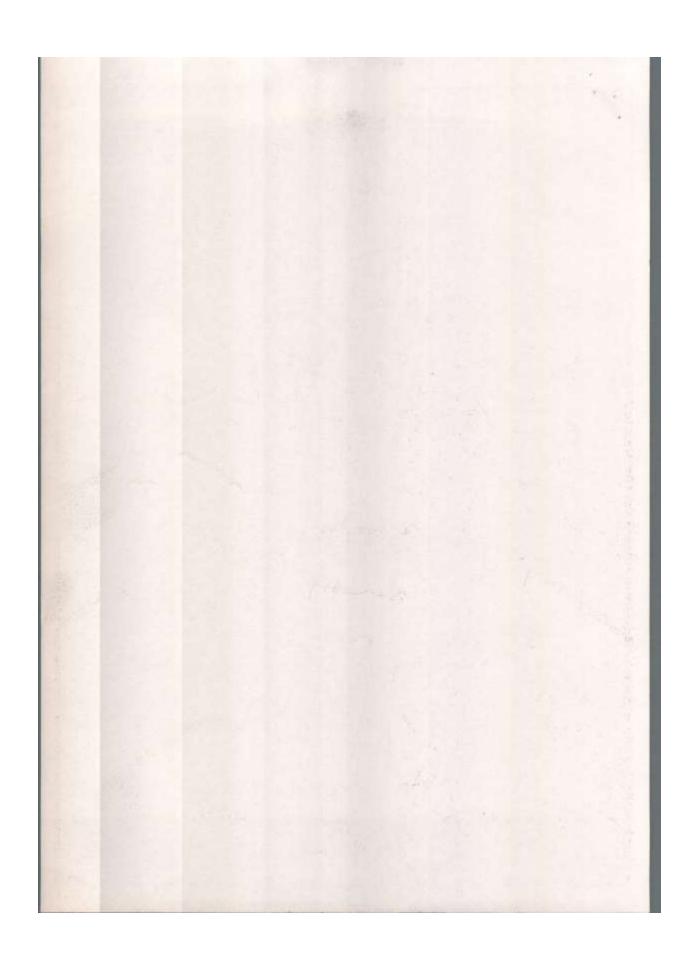
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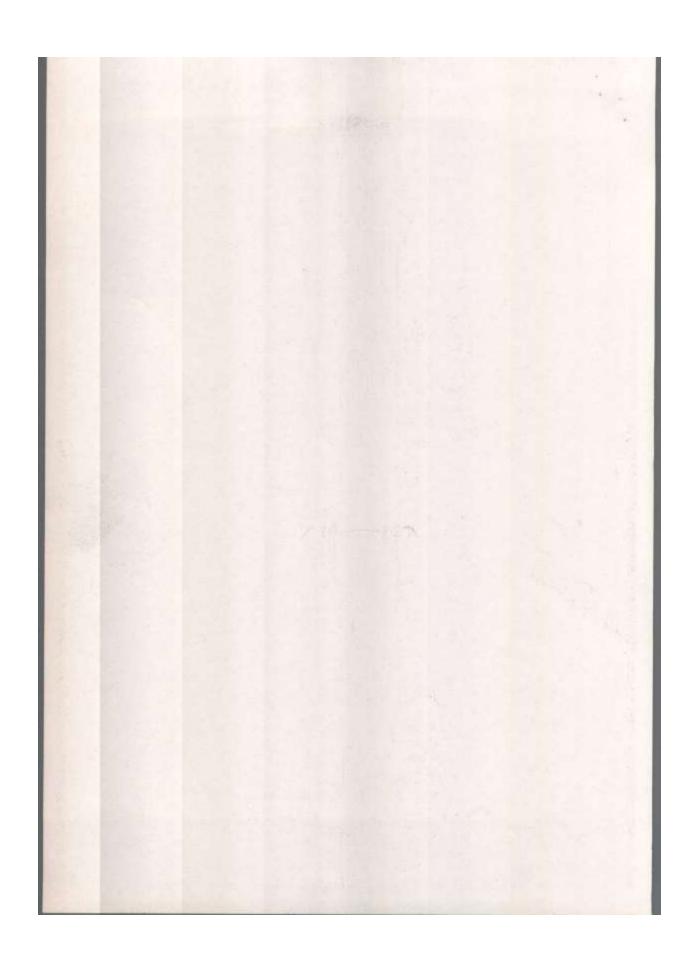
Director





ESCALATED DEVELOPERS PVT. LTD.

Director



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GOLDENYATRA HOUSING PVT. LTD.

