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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL
30/12/18

AA 276263

Certified that the document is admitted to register under the provisions about/submit & the same is in accordance with the attached with this document as the part of this document.

[Signature]

Puspa Kundu

[Signature]

SAVITA DEVELOPER

Deejanjali Jaiswal
Proprietor

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10 DEC 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 10th day of December, Two Thousand Eighteen (2018)

BETWEEN

Puspa Kundu

2

Puspa Kundu
Dipak Kumar Jaiswal

(1) **PUSPA KUNDU** (having PAN : DXBPK6968L) wife of Basudeb Kundu, residing at 40B, H/1/4A, Upendra Chandra Banerjee Road, P.O. Kankurgachi, P.S. Phoolbagan, Kolkata- 700054, by faith Hindu, by occupation-Housewife, by Nationality Indian and (2) **DIPAK KUMAR JAISWAL** (having PAN : BADPJ7033A) son of Satyanarayan Jaiswal, residing at 124/2, Manicktala Street, P.O. Beadon Street, P.S. Burtola, Kolkata- 700006, by faith Hindu, by occupation- Business, by Nationality- Indian, hereinafter jointly called and referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their and each of their legal heirs, executors, administrators, representatives, nominees and assigns) of the **ONE PART**.

- AND -

PAVIKA DEVELOPER a sole Proprietorship firm, having its office at 124/2, Manicktala Street, P.O. Beadon Street, P.S. Burtola, Kolkata- 700006, represented by its sole Proprietor – DEEPANJALI JAISWAL (having PAN : AOKPJ8236R), wife of Dipak Kumar Jaiswal resident of 124/2, Manicktala Street, P.O. Beadon Street, P.S. Burtola, Kolkata- 700006, by faith Hindu, by occupation- Business, by Nationality- Indian, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors in interest in its office for the time being in-force and assigns) of the **OTHER PART**.

WHEREAS:

A) The present owner No. 1 herein **Puspa Kundu** is the owner and possessor of a plot of rayati dakhali swattiya shali land measuring an area of **2 (two) Cottahs 0 (Zero) Chittack 22 (twenty two) square feet** more or less comprised

DEVELOPER
Deepanjali Jaiswal

Puspa Kundu

Dipak Kumar Jaiswal

Dee Benjhar Jaiswal

in C. S. Dag No. 71 corresponding to **R.S. & L.R. Dag No. 83 (eighty three)** under C.S. Khatian No. 1029 corresponding to R.S. Khatian No. 819, **L.R. Khatian No. 344** land lying and situated at Mouza- **HATIARA**, J.L. No. 14, R.S. No. 188, Touzi No. 169, within the local limits of Rajarhat Gopalpur Municipality, at present Bidhannagar Municipal Corporation, Ward No. 12, within the jurisdiction of Rajarhat Police Station, at present New Town Police Station, in the District of North 24-Parganas, by virtue of purchase from Shri Gaya Prasad Jaiswal, son of late Matavik Jaiswal, resident of P-158, Brahma Samaj Lane, Kolkata- 700027, by one registered Deed of Conveyance (Bengali language- Suff Bikray Kobala) registered at the office of the Addl. District Sub-Registrar Bidhannagar (Salt Lake City) and recorded in Book No. 1, Volume No. 547, Pages from 97 to 107, **Being No. 09664** in the year 2003 on 16/07/2003 against valuable consideration mentioned thereon.

B) While seized and possessed of the aforesaid plot of land by virtue of above Purchase the said **Puspa Kundu** (present owner No. 1) duly recorded her name to the BL & LR office at the time of L.R. Settlement Record of Rights, being **L.R. Khatian No. 13130** and mutated her name to the Rajarhat Gopalpur Municipality being Holding No. AS/106/BL-B/12-13 as absolute owner and possessor thereof.

C) The present owner No. 2 **Dipak Kumar Jaiswal** is the owner and possessor of a plot of rayati dakhali swattiya shali land measuring an area of 2 (two) **Cottahs 0 (Zero) Chittack 1.97** (one point nine seven) **square feet** more or less comprised in C. S. Dag No. 71 corresponding to **R.S. & L.R. Dag No. 83 (eighty three)** under C.S. Khatian No. 1029 corresponding to R.S. Khatian No. 819, **L.R. Khatian No. 350** land lying and situated at Mouza- **HATIARA**, J.L. No. 14, R.S. No. 188, Touzi No. 169, within the local limits of Rajarhat Gopalpur Municipality, being Holding No. RGM-10/A/S/10/99, Ward No. 10, at present Bidhannagar Municipal Corporation, Ward No. 12, within the

Puspa Kundu
Dipak Kumar Jaiswal
 DEVELOPER
Deepanjali Jaiswal

jurisdiction of Rajarhat Police Station, at present New Town Police Station, in the District of North 24-Parganas, by virtue of purchase from **Smt. Shanti Devi Jayaswal** wife of Sri Shyama Prasad Jaiswal, resident of 5A, Haripal Lane, P.O. Beadon Street, P.S. Burtola, Kolkata- 700006, by a registered Deed of Conveyance registered at the office of the Addl. District Sub-Registrar Rajarhat New Town, North 24 Parganas and recorded in Book No. I, Volume No. 1523-2015, Pages from 197260 to 197280, **Being No. 1523 12702** in the year 2015 on 24/11/2015 against valuable consideration mentioned thereon.

D) While seized and possessed of the aforesaid plot of land by virtue of above Purchase the said **Dipak Kumar Jaiswal** (present owner No. 2) duly recorded his name to the BL & LR office at the time of L.R. Settlement Record of Rights, being **L.R. Khatian No. 16212** as absolute owner and possessor thereof and thereafterr the said **Dipak Kumar Jaiswal** duly converted the said land from shali to BASTU vide BL & LRO office Memo No. : CON/733/BLLRO/RAJ/17 dated 21/07/2017.

E) While seized and possessed of the said plots of land, the said owner Nos. 1 and 2 herein duly amalgamated the said land for their better enjoyment and occupation and after amalgamation, the said land comes as total land area **4 (four) Cottahs 0(Zero) Chittack 23.97 (twenty three point ninety seven) square feet** comprised in C. S. Dag No. 71 corresponding to **R.S. & L.R. Dag No. 83 (eighty three)** under C.S. Khatian No. 1029 corresponding to R.S. Khatian No. 819, L.R. Khatian No. 350 & 344 at present **L.R. Khatian Nos. 13130 & 16212**, land lying and situated at Mouza- **HATIARA**, J.L. No. 14, R.S. No. 188, Touzi No. 169, within the local limits of Rajarhat Gopalpur Municipality, Ward No. 10, at present Bidhannagar Municipal Corporation, Ward No. 12, within the jurisdiction of

Pustan Kunder,

Dipak Jaiswal

Deebaraj Jaiswal

Rajarhat Police Station, at present New Town Police Station, in the District of North 24-Parganas absolutely free from all encumbrances whatsoever.

E) Since then, the present owners are jointly seized and possessed of the said plot of land admeasuring an area of **4 (four) Cottahs 0(Zero) Chittack 23.97 (twenty three point ninety seven) square feet** comprised in C. S. Dag No. 71 corresponding to **R.S. & L.R. Dag No. 83 (eighty three)** under C.S. Khatian No. 1029 corresponding to R.S. Khatian No. 819, L.R. Khatian No. 350 & 344 at present **L.R. Khatian Nos. 13130 & 16212**, land lying and situated at Mouza-**HATIARA**, J.L. No. 14, R.S. No. 188, Touzi No. 169, within the local limits of Rajarhat Gopalpur Municipality, Ward No. 10, at present Bidhannagar Municipal Corporation, Ward No. 12, within the jurisdiction of Rajarhat Police Station, at present New Town Police Station, in the District of North 24-Parganas (hereinafter called as the said 'land') described in the schedule hereinafter written absolutely free from all encumbrances whatsoever and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corners whatsoever and have the full right to sell, convey, transfer, mortgage, lease, enter into various agreement including **development agreement** as the owners herein shall think fit and proper.

F) With a view to develop the said land measuring **4 (four) Cottahs 0(Zero) Chittack 23.97 (twenty three point ninety seven) square feet** by raising construction of a G+ 3 stroyed building, the owners herein approached to the present Developer for such construction of the said proposed building where the Developer agreed to construct the same.

G) Now, both the parties herein have agreed to enter into this **DEVELOPMENT AGREEMENT**, stating the terms and conditions in details to

Puspa Kundu,

Deepak Jaiswal

DEEPAK JAI
Deepak Jaiswal

any complication beyond the agreed terms and conditions incorporated in this agreement both parties shall try to settle the said dispute at bi-parties level.

21. It is agreed by and between the parties that the Developer herein has the absolute right to demolished the existing structure/trees etc. on the aforesaid land at their own costs and expenses and sell, convey and /or transfer the same to others and take sale proceeds of the same and in this connection the owners shall never raise any objection thereto in any manner whatsoever.

22. However, if any dispute or differences in opinion arises between the parties in this agreement for effective interpretation of the terms and conditions herein, the same shall be referred either to an Advocate or Arbitrator chosen jointly by the parties hereto or to such separate Advocate who will be appointed by one of such party together with rights to appoint an umpire and whose decision shall be final and binding on both the parties, as per provision of Arbitration and Conciliation Act.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

(Description of entire land)

ALL THAT piece or parcel of rayati dakhali swattiya **bastu** land admeasuring an area of **4 (four) Cottahs 0(Zero) Chittack 23.97 (twenty three point ninety seven) square feet** comprised in C. S. Dag No. 71 corresponding to **R.S. & L.R. Dag No. 83 (eighty three)** under C.S. Khatian No. 1029 corresponding to R.S. Khatian No. 819, L.R. Khatian No. 350 & 344 at present **L.R. Khatian Nos. 13130 & 16212**, land lying and situated at Mouza- **HATIARA**, J.L. No. 14, R.S. No. 188, Touzi No. 169, within the local limits of Rajarhat Gopalpur Municipality, Ward No. 10, at present Bidhannagar Municipal Corporation, Ward

Rusba Kundu

Dipak Jaiswal

Deepjyoti Jaiswal

No. 12, within the jurisdiction of Rajarhat Police Station, at present New Town Police Station, local area /road - Barabagan (Hatiara), together with all easement rights of the said land, under Addl. District Sub-Registrar Office Rajarhat New Town, District North 24 Parganas in the State of West Bengal.

The said land is butted and bounded as under :-

- ON THE NORTH BY : Plan Plot No. 'A' & 'B'.
 ON THE SOUTH BY : Part of R.S. & L.R. Dag No. 83
 ON THE EAST BY : 8'-0" wide common passages.
 ON THE WEST BY : Part of R.S. & L.R. Dag No. 83.

SECOND SCHEDULE ABOVE REFERRED TO:
Schedule - 'A'
(Description of Owners' allocation)

It is agreed by the Parties that the **Owners** shall be entitled to get **35%** (thirty five percent) constructed areas consists with flats/units as complete and habitable nature together with the facilities of water and electricity connection along with proportionate undivided interest or share on the land along with all common areas and facilities of the said building to be constructed on the land mentioned in the first schedule herein above written and the **owners have the full rights to use, enjoy or sell, convey, transfer, Mortgage, lease etc. the same to others at any consideration or under any terms and conditions as the land owners shall think fit and proper** on their allocated portion and in that case the Developer shall never raise any objection or claim thereto in any manner whatsoever.

Ruspa Kunder,

Dipak Jaiswal

MANAGEMENT
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Schedule – 'B'

(Description of Developer's portion)

The Developer shall be entitled to get **remaining 65% (sixty five percent) constructed areas** of building including flats/units (**except the owners' portion mentioned in Schedule-A of the Second schedule**) together with the facilities of water and electricity connection together with proportionate undivided interest or share on the land along with all proportionate rights on all common areas & facilities of the said building which to be allocated proportionately of the said proposed building to be constructed on the said land mentioned in the First Schedule hereinabove written.

SPECIFICATION of the building:-

1. **Structure** : Building designed with R.C.C. framed structure 8" which rest on individual column, design approved by the competent Authority.
2. **External Wall**: 5" thick brick wall and plastered with cement mortar.
3. **Internal Wall** : 5" thick brick wall and plaster with cement mortar, wall between two rooms/ will be 5".
4. **Flooring** : Flooring is of Marble slab Marwar.

*Puspa Kanch**Dipak Jaiswal**Deepankar Jaiswal*

5. All Electric equipments and electric wire in every room to be 'ANCHOR' or 'HAVELS' company.
6. DOORS : Saal wood frames and all flash door except bathroom P.V.C.
7. WINDOWS : Steel Windows finished with good quality glass, steel windows for both kitchen and toilet with M.S. grill fittings.
8. Putty finish.
9. KITCHEN : Table will be granite stone, sink will be steel ISI standard tap. Full kitchen wall will be tiles Arch in common hall.
10. Sanitary & Plumbing : Commode standard, Two tap with basin.
11. Electricity : All ISI marked equipment T.V. Point, 15 amp plug 4 Nos., A.C. line in both bed room.
12. Loft : Loft over bathroom .

IN WITNESS WHEREOF the Owners and the Developer have hereunto set and subscribed their respective hands and seal after going through the contents of this Development Agreement on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the Parties at Kolkata in presence of :

1. Sudipta Kundu
40/B/14/1/4/A,
U.C.B. Road, Kolt 700054.

Puspa Kundu,

Dipak Jaiswal

SIGNATURE OF THE OWNERS

PAVINA DEVELOPER

DeeBajale Jaiswal
Proprietor

2. Kamal Paul
Sukantapally, Hetiara
Kal - 157
P.S. New Town.

SIGNANTURE OF THE DEVELOPER

Drafted by :

Shaikh Selim Ali
(SHAIKH SELIM ALI)

Advocate

Enrol. No. : F/1131/978/2016

Judges' Court, Barasat, 24 Parganas (N)

Composed by :

Rahamat Shaikh
(Rahamat Shaikh)

Typists' Association Room

A.D.S.R. Office - Bidhannagar Kolkata-91

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

GRN: 19-201819-031510934-1

Payment Mode Online Payment

GRN Date: 10/12/2018 11:04:12

Bank : State Bank of India

BRN : CKH9267394

BRN Date: 10/12/2018 11:05:07

DEPOSITOR'S DETAILS

Id No. : 15231000301892/4/2018

[Query No./Query Year]

Name : DEEPANJALI JAISWAL

Contact No. :

Mobile No. : +91 9831246415

E-mail :

Address : 1242 MANIKTALA STREET BURTOLA KOL700006

Applicant Name : Mr DEEPANJALI JAISWAL

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 4

PAYMENT DETAILS

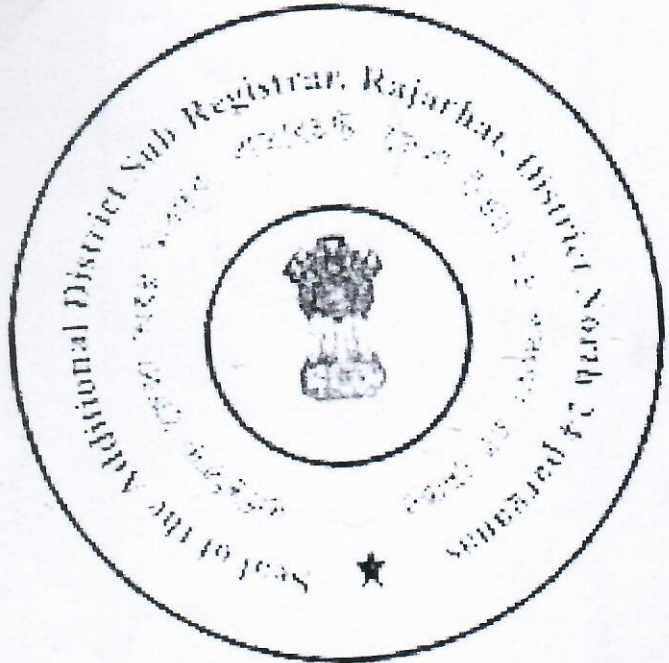
Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15231000301892/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	6920
2	15231000301892/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	21

Total

6941

In Words : Rupees Six Thousand Nine Hundred Forty One only

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1523-2018, Page from 452504 to 452531
being No 152313697 for the year 2018.



Digitally signed by Sanjoy Basak
Date: 2018.12.14 17:50:17 +05:30
Reason: Digital Signing of Deed.

(Sanjoy Basak) 14-12-2018 5:49:56 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)