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AGREEMENT FOR DEVELOPMENT

:: Om Gurabey Namah ::

THIS DEED OF AGREEMENT FOR DEVELOPMENT IS MADE ON THIS 4<sup>TH</sup>

FOR DECEMBER, TWO THOUSAND AND TWENTY FOUR (2024)

**BETWEEN** 

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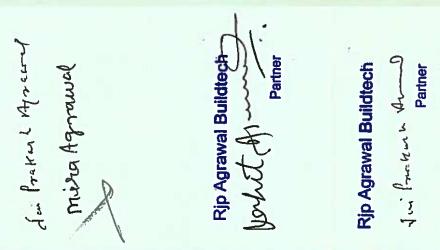
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Page 1 of 40

**SIGNATURE** 



Additional District Sub-Registra B URD W A H 0 4 DEC 2024



- MR. JAI PRAKASH AGRAWAL, S/o Ram Chandra Agarwal, by caste Hindu, by profession - Business, resident of Railway Diesel Shed More, 10, Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin- 713101; PAN: ACSPA4751A; and
- 2. MRS. MIRA AGRAWAL, W/o Mr. Jai Prakash Agrawal, by caste Hindu, by profession Business, resident of Railway Diesel Shed More, 10, Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin- 713101; PAN. ASTPA8790L; hereinafter called and referred as the OWNERS (which express or shall unless excluded his respective heirs, executors, administrators, legal representative and assigns) of the party of the FIRST PART.

and

"RJP AGRAWAL BUILDTECH" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 08, Sadhanpur Road, P.O. & City: Bardhaman, P.S. Bardhaman, District – Purba Bardhaman, West Bengal, Pin -713104, PAN. ABIFR2288N, represented by its Partners namely

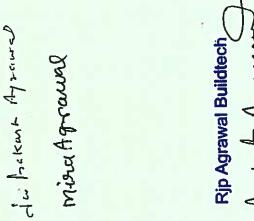
- 1. MR. ROHIT AGRAWAL, S/o Mr. Jai Prakash Agrawal, by caste Hindu, by profession Business, resident of Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin-713101; PAN. AHCPA0292K; and
- 2. MR. JAI PRAKASH AGRAWAL, S/o Ram Chandra Agarwal, by caste Hindu, by profession Business, resident of Railway Diesel Shed More, 10, Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin-713101; PAN: ACSPA4751A; hereinafter called the DEVELOPER (which express or shall unless excluded its/his/their and each of its/his/their

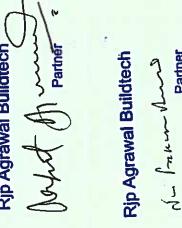
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Additional District 328-Register.



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respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**.

- A. WHEREAS: the OWNERS are the sole and absolute OWNERS in respect of the First Schedule mentioned Land and is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever morefully described in the First Schedule hereinafter written (hereinafter referred to as the "SAID PROPERTY").
- B. AND WHEREAS, the First Schedule mentioned property, the land within Dist. Purba Barddhaman, P.S. Barddhaman, Mouza- Nari, J.L. No- 70, R.S. Plot No. 11 & 12 appertaining to R.S. Khatian No. 496 presently comprising to L.R. Plot No. 43 & 44 appertaining to L.R. Khatian Nos. 8431 & 8450 situated within the limit of Barddhaman Municipality of P.S. Barddhaman Sadar, Dist Purba Barddhaman being the developable land measuring an area of 1180.9313 Square Meters (a little more or less) i.e., 12712 Sq. Ft. (a little more or less) i.e., 17.65 Kathas (a little more or less) appertaining to present Holding No. "6" of Ward No. 6, Mahalla Sadhanpur Road along with other properties presently belonged to party to the first part and out of the said property 1.23 Satak from R.S. Plot No. 11 and 0.38 Satak from R.S. Plot No. 12 was purchased by Jai Prakash Agrawal from Bimalaksha Basu and others vide Deed No. I-4244 for 1979 registered at the Office of the DSR, Burdwan with proper demarcation with annexed Map therewith.
- C. AND WHEREAS, the one Satya Narayan Agrawal along with the aforesaid Jai Prakash Agrawal and one Matilal Agrawal and Banwarilal Agrawal and Kishan Chandra Agrawal were the co-owners of the First Schedule mentioned R.S. Plot

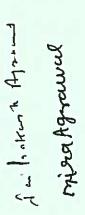
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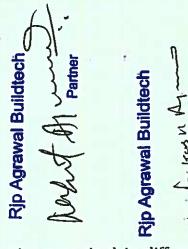




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Numbers along with other properties comprised in different other R.S. Plot Numbers and while owning and enjoying the said property the said Jai Prakash Agrawal and Matilal Agrawal and Banwarilal Agrawal and Kishan Chandra Agrawal partitioned all of their properties by virtue of Final Decree dated 18th April of 1996 in regard to Title Suit No. 138 of 1993 (Filed on 16th August of 1993) by virtue of which the present Jai Prakash Agarwal got his share in respect of the First Schedule mentioned property and afterwards the aforesaid Kishan Chandra Agrawal sold 688 Sq. Ft. of land from his allotted portion of property from R.S. Plot No. 12 in favour of Mira Agrawal by virtue of Registered Deed of Sale being Deed No. I-1653 for 1997 for registered ADSR, Burdwan registered in Book No. I, Volume No. 33, Pages 134 to 137 and since the FIRST SCHEDULE mentioned property in owned and possessed by the aforesaid FIRST PART of this Deed and they mutated their names in the LRROR under L.R. Khatian No. 8431 in the name of Jai Prakash Agrawal in respect of which the 18.70 Acres were recorded in his name under L.R. Plot No 43 and 12.30 Acres were recorded in his name under L.R. Plot No 44 and in L.R Khatian No. 8450 in the name of Mira Agrawal in respect of which the 0.016 Acres were recorded in his name under L.R. Plot No 44 and recorded their names in Holding No. "6" of Ward No. 6, Mahalla - Sadhanpur Road in the record of Burdwan Municipality.

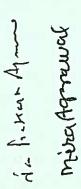
D. AND WHEREAS afterwards the OWNERS became the owners and possessors in respect of the entire First Schedule mentioned property by way of Sale Deeds and Partition and subsequently the OWNERS thereafter recorded in L.R.R.O.R in respect of the entire First Schedule mentioned property and mutated and recorded and incorporated their names in respect of the aforesaid property in the Municipal Holding Number of the Burdwan Municipality within the limit of

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the Burdwan Municipal Authority and accordingly started the process to discharge their legal obligations of payment of Govt. rents etc. in the name on appropriate receipt thereof and thereby have acquired absolute title in the said property to which they are entitled. Hence the OWNERS have acquired a good title over the **First Schedule** mentioned property without any interference or intervention of any or by any other person.

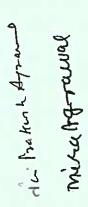
- E. AND WHEREAS there was a large portion of definite demarcated land measuring 1180.9313 Square Meters (a little more or less) i.e., 12712 Sq. Ft. (a little more or less) i.e., 17.65 Kathas (a little more or less) comprising in two LR Plot Numbers being the First Schedule mentioned Property which was unmaintained and which is more specifically described below and thereby the OWNERS had taken decision to construct of multi-storeyed residential building inclusive of Flats/Residential Units and Car Parking Spaces by constructing building and to develop the premises i.e., the land which is more specifically described in the First Schedule below and thereby the OWNERS have taken decision to construct of Residential building comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the First Schedule below.
- F. AND WHEREAS the OWNERS in order to construct of Residential building comprised of Multiple Flats/ Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the First Schedule below, initiated to execute their plan and in that regard the OWNERS got their proposed plan sanction and obtained Municipal Plan being Building Permit Number: SWS-OBPAS/1201/2024/0816 Dated 12-09-2024 of Burdwan Municipality with the permission to construct one Ground (G) Plus (+)

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Three (3) Storied Residential building to be comprised with Residential Flats and Parking Spaces. Subsequently, after obtaining the said Plan the OWNERS decided to promote the said property by using the credentials of their firm and so they decided to introduce their own Partnership Firm in this regard.

G. That the DEVELOPER is itself is a Partnership Firm having more good-will, respect in the sector of Development and promoting and experience, knowledge and skill to develop the same. So the OWNERS of the First Schedule mentioned property gave offer to the DEVELOPER to develop the First Schedule properties as mentioned below. In response to that offer the DEVELOPER has accepted on the following terms and conditions as stated below to develop the property with a project for construction of a building residential purpose.

## NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows: -

- 1.1 PREMISES: shall mean the premises with land as stated in the First Schedule of this agreement.
- 1.2 BUILDING/S: shall mean the proposed building/buildings along with Residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces to be constructed as per the Architect's drawings/documents, duly approved by the Burdwan Municipality i.e., Burdwan Municipal Authority via its sanction Plan being Building Permit Number: SWS-OBPAS/1201/2024/0816 Dated 12-09-2024 of Burdwan Municipality with the permission to construct one Ground (G) Plus (+) Three (3) Storied Residential building which is regarded as part and parcel of the said project, within the said

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premises and the said building is to be constructed by the manner and way with all specifications as stated in the Second Schedule of this Indenture.

#### 1.3 OWNERS: shall mean

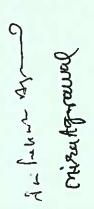
- 1 MR. JAI PRAKASH AGRAWAL, S/o Ram Chandra Agarwal, by caste Hindu, by profession Business, resident of Railway Diesel Shed More, 10, Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin-713101; PAN: ACSPA4751A;
- 2 MRS. MIRA AGRAWAL, W/o Mr. Jai Prakash Agrawal, by caste Hindu, by profession Business, resident of Railway Diesel Shed More, 10, Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin- 713101; PAN. ASTPA8790L; and shall include their/his respective heirs, executors, administrators, representatives, transferees, assignees and nominees.
- 1.4 DEVELOPER: shall mean "RJP AGRAWAL BUILDTECH" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 08, Sadhanpur Road, P.O. & City: Bardhaman, P.S. Bardhaman, District Purba Bardhaman, West Bengal, Pin -713104, PAN. ABIFR2288N, represented by its Partners namely 1. MR. ROHIT AGRAWAL, S/o Mr. Jai Prakash Agrawal, by caste Hindu, by profession Business, resident of Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin-713101; PAN. AHCPA0292K; and 2. MR. JAI PRAKASH AGRAWAL, S/o Ram Chandra Agarwal, by caste Hindu, by profession Business, resident of Railway Diesel Shed More, 10, Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin-713101; PAN: ACSPA4751A; and shall include its

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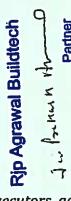




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respective legal heirs, successors, officers, managers, executors, administrators, representatives, transferees, assignees and nominees.

- 1.5 COMMON FACILITEIS: shall include corridors, hall ways, drive ways, lifts, stairways, landings, water reservoir, pump room, passage-ways, driveways, generator space/room, community room, meter room, transformer, electrical sub-station and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the Third Schedule of this Indenture.
- regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNERS has been specifically distributed during this agreement as per sanction Plan being Building Permit Number: SWS-OBPAS/1201/2024/0816

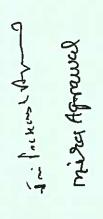
  Dated 12-09-2024 of Burdwan Municipality and hereby been allotted as follows:
  - a) OWNER NO.1 is hereby allotted with Flat No. A being a 3BHK Flat measuring 780 Sq. Ft. (Covered Area) on South Eastern Side on the 2<sup>nd</sup> (Second) Floor.
  - b) OWNER NO.1 is hereby allotted with Flat No. A being a 3BHK Flat measuring 780 Sq. Ft. (Covered Area) on South Eastern Side on the 3<sup>rd</sup> (Third) Floor.
  - c) OWNER NO.2 is hereby allotted with Flat No. A being a 3BHK Flat measuring 780 Sq. Ft. (Covered Area) on South Eastern Side on the 1st

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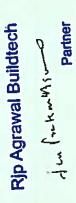
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which is hereinafter referred as "OWNERS' ALLOCATION".

### 1.7 DEVELOPER'S ALLOCATION:

- 1.7.1 shall mean the absolute right of the DEVELOPER in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNERS has been specifically distributed during this agreement as per sanction Plan being Building Permit Number: SWS-OBPAS/1201/2024/0816 Dated 12-09-2024 of Burdwan Municipality and hereby been allotted as follows:
  - a) DEVELOPER is hereby allotted with Entire Ground Floor Parking-Area measuring 6469 Sq. Ft. and outside areas.
  - b) DEVELOPER is hereby allotted with Flat No. B of 780 Sq. Ft. and Flat No. C of 660 Sq. Ft. and Flat No. D of 595 Sq. Ft. and Flat No. E of 595 Sq. Ft. and Flat No. F of 903 Sq. Ft. and Flat No. G of 700 Sq. Ft. and Flat No. H of 760 Sq. Ft. in the 1st (First) Floor of the Building.
  - c) DEVELOPER is hereby allotted with Flat No. B of 780 Sq. Ft. and Flat No. C of 660 Sq. Ft. and Flat No. D of 595 Sq. Ft. and Flat No. E of 595 Sq. Ft. and Flat No. F of 903 Sq. Ft. and Flat No. G of 700 Sq. Ft. and Flat No. H of 760 Sq. Ft. in the 2<sup>nd</sup> (Second) Floor of the Building.
  - d) DEVELOPER is hereby allotted with Flat No. B of 780 Sq. Ft. and Flat No. C of 660 Sq. Ft. and Flat No. D of 595 Sq. Ft. and Flat No. E of 595 Sq. Ft. and Flat No. F of 903 Sq. Ft. and Flat No. G of 700 Sq. Ft. and Flat No. H of 760 Sq. Ft. in the 3<sup>rd</sup> (Third) Floor of the Building.

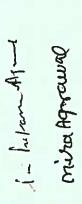
which is hereinafter referred as "DEVELOPER'S ALLOCATION".

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- **<u>IOINT ALLOCATION:</u>** Roof area which shall be the roof/roves directly above the flat/flats and/or room/rooms including every right over the roof will be allotted in favour of the OWNERS and DEVELOPER jointly; during the tenure of this Agreement, if the OWNER obtains any further permission by way of Burdwan Municipality Sanctioned Plan, then the DEVELOPER may raise construction over the said roof of the said building which is to be constructed in accordance with the said Plan and the OWNERS and DEVELOPER shall equally financially contribute in respect of 20:80 of the total expenses for such plan and the OWNERS have their allocation of 20% inclusive all right, title and interest in respect of such construction which means that the OWNERS will get and obtain 20% allocation from that particular floor or/and new construction and the present OWNERS admit and agree and declare not to raise any objection whatsoever in this regard in future and the DEVELOPER have their allocation of 80% inclusive all right, title and interest in respect of such construction which means that the DEVELOPER will get and obtain 80% allocation from that particular floor or/and new construction and the present OWNERS admit and agree and declare not to raise any objection whatsoever in this regard in future.
- 1.8 ARCHITECH: shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Architect of the building at his own cost and sole responsibility, subject to approval of the owner.
- 1.9 BUILDING PLAN: shall mean the plan/plans for construction of the building being Building Permit Number: SWS-OBPAS/1201/2024/0816 Dated 12-09-2024 of Burdwan Municipality with the permission to construct one Ground (G) Plus (+) Three (3) Storied Residential building which is duly sanctioned by

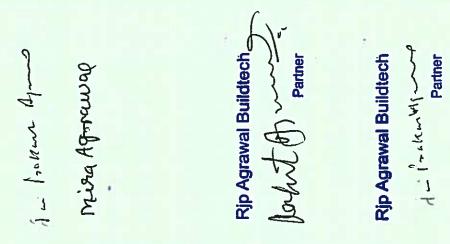


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the Burdwan Municipal Authority i.e., Burdwan Municipality.

- 1.10 CONSTRUCTED SPACE: shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 1.11 SALEABLE SPACE: means, except OWNER'S ALLOCATION the space in the Building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 CARPET AREA: means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- Unit/Flat/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be common between Two Commercial Unit/Residential Unit / Flats / Parking Space then one half of the area under such wall shall be included in each Residential Unit / Flat.
- 1.14 UNDIVIDED SHARE: shall mean the undivided proportionate share in the land attributable to the each Flat and Residential Unit / Parking Space comprised in the said Holding and the common portions held by and / or here in agreed to be sold to the respective Purchaser and also wherever the context permits.
- 1.15 CO OWNER: shall according to its context mean and include all persons who acquire or agree to acquire Residential Unit / Flat / Parking space in the

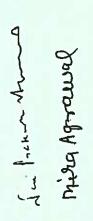
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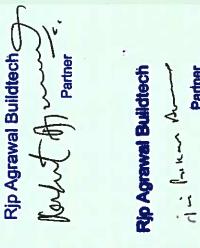
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Building, including the Developer for the Residential Unit/ Flats / Parking Spaces not alienated or agreed to be alienated.

1.16 COMMERCIAL UNIT/FLAT/UNIT: shall mean the Commercial Unit/Residential Unit/flat and / or other space or spaces intended to be built and or constructed and / or the covered area capable of being occupied.

It shall also mean that according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Commercial Unit/Residential Units/Flats in the Building/s and shall also include the Developer herein and the owner herein in respect of such Commercial Unit/Residential Units/Flats which are retained and/or not alienated and/or not agreed to be alienated of the time being.

- 1.17 COMMON EXPENSES: shall include all expenses to be incurred by the Co-OWNER for the maintenance, management and upkeep of the building in the said Holding for common purposes and also the charges to installation of Electricity.
- 1.18 COMMON PURPOSES: shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co OWNER relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common perorations in common.
- 1.19 SUPER BUILT-UP AREA: Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage as Developer's Convenience over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and such will be used and utilized only for the registration

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purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal as per it's standing rules and regulations. Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the RERA Act, 2016 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.

- 1.20 DEVELOPER'S ADVOCATE: Shall mean the Ld. Advocate who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.
- 1.21 OWNER'S ADVOCATE: Shall mean the Ld. Advocate who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.
- 1.22 TRANSFER: with its grammatical variations shall include a transfer by and/or of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storeyed building/s to purchasers thereof although the same my not amount to a transfer in law.

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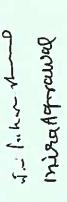
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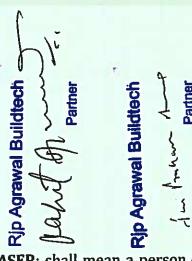




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- 1.23 TRANSFEREE/INTENDING PURCHASER: shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPERS ALLOCATION or any space in the building/s has been transferred by the OWNER including the rights of transfer to the extent of their own share as defined and described as the OWNER'S ALLOCATION.
- 1.24 MASCULINE GENDER: shall include feminine gender and vice versa.
- 1.25 SINGULAR NUMBER: shall include plural number and vice versa.

### ARTICLE II - TITLE INDEMNITIES AND REPRESENTATIONS:

The OWNER do and doth hereby declare and covenant with the DEVELOPER as follows:-

- 2.1 That the OWNER are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the said premises as mentioned in the First Schedule below.
- 2.2 That the said premises is free from all encumbrances, charges, liens, lispendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature and if such is not still then the OWNER hereby unconditionally undertake to make the said First Schedule mentioned property free form all encumbrances, charges, liens, lispendenses, acquisitions, requisitions, attachments and trusts whatsoever or howsoever nature within 3 Months from this very date of execution of this Agreement.
- 2.3 That the DEVELOPER will bear the cost of demolishing, dismantling, disintegrating and dissolving the existing construction and will take the possession of the land in favour of the DEVELOPER provided that all the debris and rubbish will be retained by the DEVELOPER and shall be its



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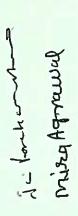




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property and the **DEVELOPER** will bear the cost and expense of the query of earth or soil for the purpose of setting up the foundation.

- 2.4 That the **DEVELOPER** will bear all expenditure of construction and cost of all necessary and essential materials and equipments which will be required for the purpose of construction of the said building premises and the **OWNER** will co-operate with the **DEVELOPER** in all aspects except Financially.
- 2.5 That the OWNER by self or through their constituted attorney shall sign in all other necessary papers, documents, affidavits, declarations etc. require for modification of building plan/revised plan if necessary, and for construction of building which may be required by the Developer for the purpose of construction and development of the said property in the said premises.
  - The DEVELOPER is hereby authorized and empowered in relation to the said construction, so far as may be necessary for apply of quotas of cement, steels bricks and other materials for the construction or the electric meter waster & drainage and other imputes and facilities and for other necessities required for which purpose the OWNER hereby agree upon to execute and register a Development Power of Attorney in favour of "RJP AGRAWAL BUILDTECH" (A Partnership Firm having been incorporated under the Indian Partnership Act, 1932) having its Regd. Office at 08, Sadhanpur Road, P.O. & City: Bardhaman, P.S. Bardhaman, District Purba Bardhaman, West Bengal, Pin -713104, PAN. ABIFR2288N, represented by its Partners namely 1. MR. ROHIT AGRAWAL, S/o Mr. Jai Prakash Agrawal, by caste Hindu, by profession Business, resident of Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin- 713101; PAN. AHCPA0292K: and MR. JAI PRAKASH AGRAWAL, S/o Ram Chandra Agarwal, by caste Hindu, by profession -



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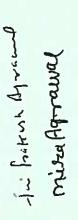
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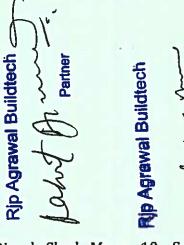




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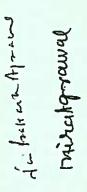
Business, resident of Railway Diesel Shed More, 10, Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin- 713101; PAN: ACSPA4751A; whereas such power or authority to be executed by a registered Power of Attorney as required by the DEVELOPER to sign by the OWNER all such application as to be require for the purpose and in connection with the construct of the proposed building/s and to sell flats and car parking spaces with share in land.

- 2.7 That except the OWNER no one else have any right title interest, claim or demand whatsoever or howsoever in respect of the said First Schedule mentioned premises or any portion thereof.
- 2.8 The OWNER shall pay all revenue and taxes to the competent authority till the date of execution and registration of the present Development Agreement between the OWNER and the DEVELOPER.
- 2.9 The OWNER has absolute right and authority to enter into the agreement with the DEVELOPER in respect of their title in the said premises agreed to be developed.
- 2.10 That there is no arrear of taxes and / or other levies of impositions of the said property due and payable to any statutory authority.
- 2.11 That neither any proceeding for acquisition of the said property or any portion thereof is pending nor any notice has been received in respect thereof.
- 2.12 That the said land is not a Debottor or Pirottor property.
- 2.13 That no proceeding of Income Tax Act, Wealth Tax Act or any other enactment or law in any way concerning or relating to the said property or any portion thereof is pending nor any notice has been received under the Public Demand Recovery Act.

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- 2.14 That there is absolutely no impediment or bar in matter of this agreement/understanding or sale or the said property as contemplated in these present.
- 2.15 The OWNER does not own any excess vacant land within the meaning of the Urban Land (Ceiling & Regulation). Act, 1978 in respect of the said premises.
- The OWNER hereby undertake to indemnify and keep indemnified the DEVELOPER from and against any and all actions, charges, liens, claims, damages, encumbrances and mortgages or any Third Party Possessory Rights or any Third Party Claim in the said premises arising out of or due to the negligence or non compliance of any law, bye-laws rules and regulations of the Burdwan Municipality i.e., Burdwan Municipal Authority or Government or local bodies including the Municipality as the case may be by the OWNER and shall attend to answer and be responsible for any deviation, omission, commission, negligence, violation and/or branch of any of the said laws, bye-laws, rules and regulations or any accident in or relative to or concerning prior to execution of this Deed and the Stamp Duty, Registration Charges and other expenses in connection with the preparation and execution of the Deeds of Conveyance and/or other documents relating to Developer's Allocation shall he entirely borne by the Developer or its nominee or nominees. Likewise the Stamp duty, registration charges and expenses in connection with the execution of the deed of conveyance and other documents relating to Owners' allocation will be borne by the OWNER or their nominee or nominees. Here it must be mentioned that the OWNER will not be liable for any consideration received by the Developer

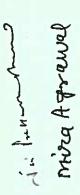
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from the intending Purchaser/Purchasers regarding the Developer's Allocation after the development of the said premises and likewise the Developer shall not be liable for any act, deed, matter or thing done or caused to be done by the Owner in respect of their Allocation.

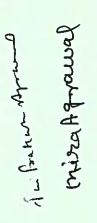
- 2.17 That during the continuance of this Agreement the OWNER shall not any way cause any impediment or obstruction whatsoever in the construction or development of complex and building in the said First Schedule mentioned Property and hereunder empower the DEVELOPER to take up the construction work of the new building as per sanctioned plan of Burdwan Municipality i.e., Burdwan Municipal Authority.
- 2.18 In case of failure to give open and clear possession in favour of the DEVELOPER by the OWNER and in that event if the DEVELOPER face any financial loss to that effect the OWNER will liable for all consequences.
- 2.19 The DEVELOPER will be eligible or entitled and will have all right and/or all authorities and/or all privileges to give and/or to make and/or to use and/or to keep the First Schedule Property or the land and it's title deeds in all kind of mortgage and/or pledge and/or hypothecate and/or charge and/or concur in pledging and/or hypothecating and/or charging with, to or in favour of any Private Bank and/or Nationalize Bank or any other Financial Institutions and/or individual and/or body may it be a juristic or non-juristic entity in all kind of mortgage and/or pledge and/or hypothecate and/or charge and/or concur in pledging and/or hypothecating and/or charging with, to or in favour of any Private Bank and/or Nationalize Bank or any other Financial Institutions and/or individual and/or body may it be a juristic or non-juristic entity and will have all and absolute and unfettered right and/or all and

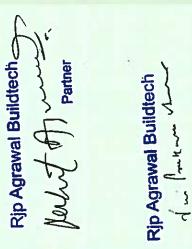
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absolute and unfettered authority and/or all and absolute and unfettered privilege to execute and/or deliver any instruments and/or any deed of mortgage and/or charge and/or encumbrance, hypothecation and/or pawn and/or pledge and/or lien and/or trust receipt and/or to receive any consideration money and/or loan amount by executing as well as if necessary by registering deed and/or otherwise for such mortgage and/or charge and/or hypothecation and/or pawn and/or pledge and/or lien and/or the like and the Owner will not be liable for the purpose of obtaining the loan amount by the DEVELOPER in respect of and out of the aforesaid mortgage and/or charge and/or convenient and/or hypothecation and/or pawn and/or pledge and/or lien and the DEVELOPER shall alone be responsible for the payment of the loan and discharging the liabilities under the mortgage and in the event of failure of the project to return the original title deeds of the Owners.

# ARTICLE III - COMENCEMENT:

3.1 This agreement shall commence or shall deemed to have commenced on and with effect from the date of Sanction of Building Plan.

#### **ARTICLE IV – DEVELOPER'S RIGHT OF CONSTRUCTION:**

4.1 The OWNER hereby grant exclusive right to the DEVELOPER to build upon and to commercially exploit the said premises in any manner (but subject to the provisions contained herein) as the DEVELOPER may choose by constructing a building thereon by way of the said new construction is to be done according to the Burdwan Municipality i.e., Burdwan Municipal Authority by-laws, rules and regulations and not otherwise. The entire cost of construction of the building or whatsoever nature shall be borne by the

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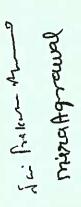
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Developer. Such cost shall include the cost of all service amenities, fittings and fixtures, all over heads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers in respect of the construction costs for the purpose of obtaining all other permission and approvals. The owner shall not be required to contribute any amount in that regard. Be it mentioned here that the DEVELOPER will have sole right and authority and shall be entitled to receive the price of the Lift, Transformers, Generators from the Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat OWNER in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER and the DEVELOPER will have sole right and authority and shall be entitled to receive the price cum consideration amount of any excess work including the additional and excess work in the Flats from the intending Purchasers and in that regard the OWNER shall have no right to demand any share from the share of the price paid by the intending Flat OWNER in favour of the DEVELOPER and the Developer will solely be entitled to keep that entire amount in order to make adjustment in respect of cost incurred by the DEVELOPER.

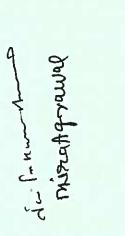
4.2 The OWNER have approved/will approve and signed/will sign the said ARCHITECT'S DRAWINGS, which have been SUBMITTED/or will be SUBMITTED to the various statutory bodies, including the Burdwan Municipality i.e., Burdwan Municipal Authority by the DEVELOPER in the name of the owner, and/or the same is/will be awaiting SANCTION/APPROVAL from the Burdwan Municipality i.e., Burdwan

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Municipal Authority, after obtaining clearances from all other statutory bodies.

- 4.3 In the event, the Burdwan Municipality i.e., Burdwan Municipal Authority or any statutory authority requires any modification of the plan/plans submitted by the owner, the DEVELOPER shall cause the Architect's Drawings/Plans to be altered and/or changed as may be required, by the said Architect and the DEVELOPER shall submit the modified plans/drawings in addition to the original plan submitted prior to this submission, and the DEVELOPER shall bear all costs thereof for sanctioning the drawings/plans by the Burdwan Municipality i.e., Burdwan Municipal Authority and/or the other statutory authorities.
- 4.4 The OWNER hereby undertake to execute and register a Development Power of Attorney only in favour of the DEVELOPER only for the purpose of sanction/corrections and/or amendment of the plan of the building at the said premises, and with sale right, including enter into agreement with the intending purchaser and received the earnest money as well as consideration amount in respect of the allocation of the DEVELOPER.
- All applications, plans and other papers including the ARCHITECTS DRAWINGS/DOCUMENTS referred to above shall be submitted by the DEVELOPER in the name of the OWNER of the said premises, but otherwise at the cost and expenses of the DEVELOPER only and the DEVELOPER shall pay and bear the EXPENSES for submission of Architects drawings/documents and other like fees, charges and expenses, required to be paid or deposited for SANCTION of the said project design and construction thereon provided always that the DEVELOPER shall be exclusively entitled to all REFUNDS of

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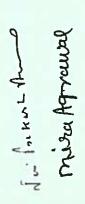
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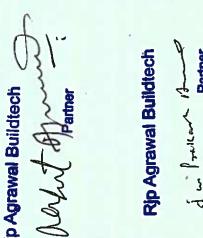


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any and all payments and/or deposits and made by it in that account.

- 4.6 After getting free and vacant possession of the said premises, query of earth in the said premises at the cost of the DEVELOPER and removal of the earth and debris shall be the responsibility and at the cost of the DEVELOPER only, provided, however, that the debris, salvage and materials arising there from shall belong solely to the DEVELOPER and the OWNER by any and all means will be barred from the right to claim to the same.
- 4.7 That if at the time of the execution of the deed the record of name of the property remains in the name of any other person except that of the OWNER then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to mutate the names in their names without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.8 That if at the time of the execution of the deed the record of nature and character of the property remains in any nature other than as it recorded in the L.R.R.O.R then within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to convert the nature and character of the property without any further delay and in this respect the DEVELOPER will simply cooperate.
- 4.9 That if any sort of amalgamation or enamel is needed in regard to the First Schedule mentioned properties, then in that event within 15 days from the execution of the deed, the OWNER will be duty bound to take all initiatives to amalgamate or enamel the property without any further delay and in this respect the DEVELOPER will simply cooperate.

## **ARTICLE V - TITLE DEEDS:**

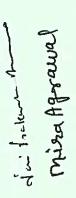
5.1 Immediately after the execution of this agreement the OWNER shall hand

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over Original Title Deed and other papers and writings including the last paid up Municipality bills and the other Bills including Revenue Receipt issued by the Government of West Bengal through B.L.L.R.O relating to the said **First Schedule** mentioned premises of and/or for necessary searches, to the DEVELOPER for inspection and record.

- 5.2 The DEVELOPER though its Partners or/and representatives and/or nominee/nominees or the transferees of the OWNER and the DEVELOPER shall be entitled for detailed inspection of the original title deeds. The OWNER shall strictly unconditionally keep the original Title Deeds deposited with the DEVELOPER or with the Advocate of the DEVELOPER to make such inspection convenient.
- 5.3 Subject to the provisions contained herein, the OWNERS have and possess a marketable title to the said premises and the same is free from all encumbrances, charges, liens, lis-pendenses, attachments, trusts whatsoever or howsoever as mentioned above.
- 5.4 The deed of conveyance or deeds of conveyance shall be executed by the OWNER and/or the DEVELOPER as the case may be in such part or parts as the DEVELOPER shall require. The cost and expenses involved for construction shall be borne and paid by the DEVELOPER alone.

### **ARTICLE VI - EXECUTION OF THE PROJECT:**

6.1 As per the plan which will be sanctioned by the Burdwan Municipality i.e.,
Burdwan Municipal Authority and the OWNER by themselves or through
their constituted Power of Attorney holder namely "RJP AGRAWAL
BUILDTECH" (A Partnership Firm having been incorporated under the Indian
Partnership Act, 1932) having its Regd. Office at 08, Sadhanpur Road, P.O. &

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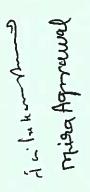
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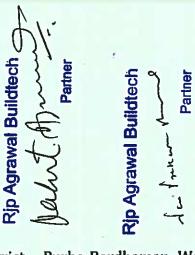


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City: Bardhaman, P.S. Bardhaman, District - Purba Bardhaman, West Bengal, Pin -713104, PAN. ABIFR2288N, represented by its Partners namely 1. MR. ROHIT AGRAWAL, S/o Mr. Jai Prakash Agrawal, by caste Hindu, by profession Business, resident of Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin- 713101; PAN. AHCPA0292K: and MR. JAI PRAKASH AGRAWAL, S/o Ram Chandra Agarwal, by caste Hindu, by profession -Business, resident of Railway Diesel Shed More, 10, Sadhanpur Road, Burdwan-I, P.S. Burdwan, Dist. Purba Burdwan, Pin- 713101; PAN: ACSPA4751A;, having obtained all necessary permission, approvals and sanctions, the DEVELOPER will ipso-facto get the privilege to commence construction in respect of the portion of the premises in the possession of the OWNER. The construction will be in accordance with the Burdwan Municipality i.e., Burdwan Municipal Authority sanctioned plan. The OWNER shall allow the DEVELOPER purposes of construction and allied activities during the continuation of this agreement and until such time the proposed building is completed in all, respects. During such period the OWNER shall not prevent the DEVELOPER of the said premises from constructing the building in accordance with the plans sanctioned by the Burdwan Municipality i.e., Burdwan Municipal Authority.

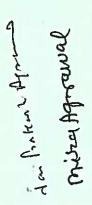
6.2 In as much as the construction on the said premises is concerned the DEVELOPER shall act as licensee of the OWNER and shall be entitled to be in occupation of the said premises as and by way of licensee of the OWNER to carry out the construction of the proposed building which is to be completed within 60 months from the date of registration of this Deed, save and except that the DEVELOPER shall not be entitled to create any

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possessory right over the said property which could be construed as transfer within the meaning of Transfer of Property Act. The DEVELOPER shall be entitled to use the said property for any other purposes other than the purpose of construction of the building in accordance with the sanctioned plan, if such usage of the said property is collaterally or parallelly connected with the said construction work.

6.3 The OWNER will resume to be in possession over the said First Schedule mentioned property in respect to their Allocated Portion of the Constructed Building after the completion of the project but not before that and during the continuation of term of the project, i.e. 60 months from the date of registration of this Deed. The OWNER or any of their agent/s or any other representative/s will have no right and interest over the SAID PREMISES and during this period the DEVELOPER will enjoy the right of absolute possession over the SAID PROPERTY.

# ARITICLE VII - SPACE ALLOCATION

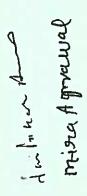
- 7.1 The DEVELOPER represents and declares that the proposed building shall be constructed with building materials, as may be deemed fit and proper by the DEVELOPER only and no one else but the said building is to be constructed by the manner and way with all specifications as stated in the Second Schedule of this Indenture.
- 7.2 The OWNER shall be ENTITLED to the OWNER'S ALLOCATION as defined in Clause 1.6 of this agreement.
- 7.3 The OWNER shall be entitled to sell, transfer and/or otherwise deal with the owner's allocation of space, except the vacant space, e.g. lawn or/and drive way or/and garden etc., the transfer of which is prohibited under Rules



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of Burdwan Municipality i.e., Burdwan Municipal Authority as well as West Bengal Municipal Act and/or by any other law for the time being in force.

- 7.4 In consideration of the DEVELOPER'S having constructed the building at its own costs and provided for the owner's allocation as above, the DEVELOPER shall be entitled to the remaining total super built up space in the said building including common parts and areas.
- The OWNER shall be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space alone and or individually and OWNER shall be entitled to sell, transfer and/or otherwise deal with the owner's allocation or space without the DEVELOPER's Consent and on this regard it must be mentioned that the necessary connections including water, electricity will be installed to the transferee from OWNER'S ALLOCATION only by the DEVELOPER where the cost and expenses of such installation must be incurred by the intending purchaser/transferee.
- 7.6 The common area/facilities shall be jointly owned by the OWNER and the DEVELOPER for the common use and enjoyment of owner's/developers allocation of space..
- The DEVELOPER shall be entitled to sell or transfer or otherwise deal with the DEVELOPER'S allocated portion as stated in the aforesaid Clause No. 1.7 of this Indenture which is not attached with the OWNER'S ALLOCATION and the DEVELOPER may let out, sale out, convey, transfer or any type of settlement in regard and respect to any unallocated space as well as all other space in the Building including the present joint area of the total constructed area of the all floors as stated in the aforesaid Clause No. 1.7 of this Indenture and the OWNER will have no right over the said floors except in

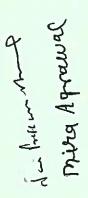
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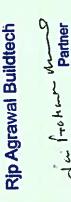


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regard to his own Allocation and he by any or/and all means and also is debarred from claiming any right, title and interest in the near and remote future and the Developer's saleable allocation hereinafter referred as "DEVELOPER'S ALLOCATION" and the details of the distribution of the allocated Flats is written hereunder in the Fifth Schedule.

- **7.8** Both the OWNER and the DEVELOPER shall extend their best efforts in selling the constructed floor space at the maximum price.
- 7.9 In so far as the roof right in the DEVELOPER allocation barring the common facilities attached with the roof such as water tanks, antenna etc. In other wards the entire roof right will be devolved upon the DEVELOPER.

  DEVELOPER may also sale all unsold areas in the entire Parking Lot as per their choice and convenience and may also sale any excess area in the Ground Floor.
- 7.10 The Developer shall construct the entire Building and all flats and all floors simultaneously and equally and parallelly irrespective of Owner's and Developer's Allocation and neither the Developer or the Owners shall register any Sale Deed of the Flats and Parking Spaces without completing the Construction. On completion of the building, but therefore giving possession, both the OWNER and the DEVELOPER will conduct a joint survey of the super built up space/area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocations.

### **ARTICLE VIII - COMMON FACILITIES:**

8.1 As soon as the building is completed, the DEVELOPER shall give written notice cum Completion Certificate to the OWNER requiring the OWNER to take possession of their share of allocation in the building and as from

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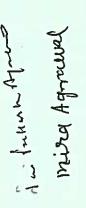
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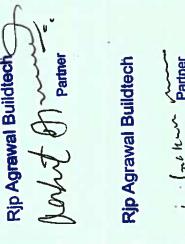


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date of service of such notice or issuance of such Certificate and for all times thereafter the parties shall be exclusively responsible for the payment of the Burdwan Municipality i.e., Burdwan Municipal Authority and property taxes, rate, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as THE SAID RATES) payable in respect of their respective allocations, such rates to be apportioned pro rata with reference to the total super built up space in the building if they are levied on the building as a whole.

- 8.2 The OWNER shall punctually and regularly pay the proportionate share of the said rates to the concerned authorities or to the DEVELOPER or otherwise as specified hereinafter and shall keep the DEVELOPER indemnified against all claims, actions, demand, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered or incurred by the DEVELOPER as the case may be consequent upon a default by the OWNER this behalf in respect of their proportionate share of the said rates.
  - As and from the date of receipt the completion certificate, the OWNER shall also be responsible to pay and bear and shall forthwith pay on demand to the DEVELOPER or to the flat owner's allocation or other entity/person specified hereinafter service charges for the common facilities in the building payable with respect to the OWNER'S ALLOCATION, and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for electrical and mechanical equipment, switchgear, transformers, generators, pump motor and other electrical and mechanical installations, appliances and equipments, stairways corridors, halls, passage ways and other common facilities whatsoever PROVIDED THAT if additional insurance



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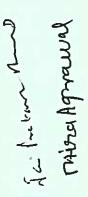
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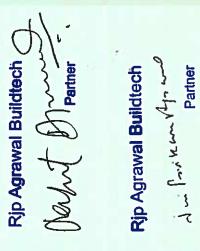
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premium is required to be paid for the insurance of the building by virtue of any particular use and/or storage or any additional maintenance or repair is required by virtue thereof in the OWNER'S ALLOCATION or any part thereof the OWNER shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair, charges as the case may be if OWNER retain any physical allocation.

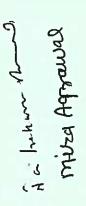
### ARTICLE IX - ADJUSTABLE AMOUNT

- 9.1 The OWNER will not be entitled to get and receive any adjustable amount in terms of advance payment in respect of their allocation which is more specifically mentioned in the "OWNER'S ALLOCATION" as defined in Clause 1.6 of this agreement. The OWNER shall retain their undivided proportionate share or interest share or interest in their land of the said Schedule mentioned property, in proportion to the area allotted to them as per OWNER'S ALLOCATION.
- 9.2 In consideration of the DEVELOPER agreeing to build and complete in all respect the OWNER'S ALLOCATION to the building at the said premises, and in that regard none of the said OWNER will be eligible to get any earnest consideration amount as the Owner shall retain their Physical Allocation as per Fourth Schedule.
- 9.3 That in respect of the DEVELOPER'S ALLOCATION of the Total Constructed Portion of the Building, the DEVELOPER shall receive the earnest amount from the intending purchasers as per the agreed upon consideration amount and schedule of payment, payable by the intending purchasers and that will be adjusted after receiving advance from the intending purchasers against each Flat and/or Car Parking Space at the time of execution of Agreement of

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Sale and the same will/may also be adjusted from the consideration amount of the Flat/Residential Units and/or Garage/Car Parking Space at the time of Execution of the Deed of Conveyance.

## **ARTICLE X - TIME FOR COMPLETION:**

10.1 The building shall be completed within 60 months from the date of registration of this Deed unless the DEVELOPER is prevented by the circumstances beyond the control of the DEVELOPER, including VIS MAJOR/FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure.

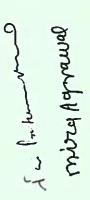
#### **ARTICLE XI - MISCELLANEOUS:**

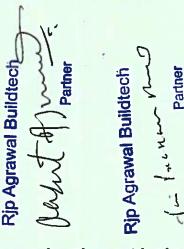
- 11.1 The OWNER and the DEVELOPER have entered into this agreement purely on principal to principal basis and nothing stated therein shall be deemed or constructed as a joint venture between the OWNER and the DEVELOPER nor shall the OWNER and the DEVELOPER in any manner constitute an association of persons and this Agreement can never be cancelled unilaterally and must be cancelled bilaterally if necessary and the Owner alone shall not have the Power or authority to unilaterally cancel this Agreement or the Power of Attorney alone at all.
- 11.2 The DEVELOPER shall not be entitled to assign this agreement in favour of any other persons and the present DEVELOPER will remain liable to the OWNER in respect of the all the aspects of the present Agreement and the OWNER will be eligible claim the benefits to which he is entitled arising out of this Agreement from the present DEVELOPER.
- 11.3 All dealings to be made by the DEVELOPER in respect or the construction of

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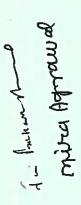


the buildings and development of the complex along with obtaining Bank Loan from any Financial Institution and/or any Bank as well as for Booking and executing Agreement for Sale and also Sale Deed of Flats and Car Parking Space and moreover the receiving of earnest consideration amount, advance money etc for sale proceedings from the intending purchaser/customer to be taken and obtained by the DEVELOPER itself and in certain cases with legal necessity it may be made in the name of the OWNER but any such dealings shall not create or foster in any manner any financial, civil and/or criminal liability of the OWNER and the OWNER will not be liable in any case or circumstance in respect of the said project to any Third Party including the Purchaser/Customers and also any Financial Institution and/or any Bank.

- 11.4 The DEVELOPER shall be entitled to enter into separate contract or agreements in its name with building contractor, architects and others for carrying out the development at the risk and costs of THE DEVELOPER; the Developer shall also be empowered to enter into separate contract with any other company for providing amenities and services and for such if necessary, the OWNER will be bound to sign all such contract or agreement including Lease Agreement in that effect and in that scenario the OWNER shall have no financial gain in that respect.
- 11.5 FORCE MAJEURE shall mean riot, war, tempest, civil commotion strike or any other act or commission beyond the control of the party affected thereby.
- 11.6 The DEVELOPER as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a FORCE MAJEURE with a view that obligation of the party affected by the FORCE MAJEURE shall be



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suspended for the duration of the FORCE MAJEURE.

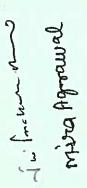
- 11.7 It is understood that from time to time to enable the construction of the building by the developer, various deeds, matters and things not herein specifically referred to may be required to be done by the DEVELOPER for which the DEVELOPER may required the authority of the OWNER and various applications and other documents may be required to be signed or made by the OWNER relating to which no specific provision has been made herein, the OWNER hereby authorizes the DEVELOPER to do all such acts, deeds, maters and things and undertakes, forthwith upon being required by the DEVELOPER in this behalf to execute any such additional powers or authorities as may be required by the DEVELOPER for the purpose as also undertakes to sign and execute all such additional applications and other documents as may be reasonably required for the purpose with prior approval of the OWNER and by giving prior information.
- 11.8 The DEVELOPER shall frame the rules and regulations regarding the user and rendition of common services and also the common restrictions, which have to be normally kept in the same and transfer of the ownership of flats.
- 11.9 The OWNER and DEVELOPER hereby agree to abide by all the rules and regulations of such management Society/Association/holding organization and hereby give their its consent to abide by the same.
- 11.10 Any notice required to be given by the DEVELOPER shall be without prejudice to any other mode of service available be deemed to have been served on the OWNER if delivered by hand or sent by prepaid registered post.
- 11.11 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the OWNER or the said premises or any part thereof

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to the DEVELOPER or creating any right, title or interest in respect thereof in favour of the DEVELOPER other than exclusive license to the DEVELOPER to commercially exploit the same in terms thereof. If in the during the subsistence of the present Development Agreement, anything happens to OWNER, then this Development Agreement shall be treated to be valid and legally binding upon the respective heirs, executors, administrators, legal representative and assignees of OWNER and the legal heirs, executor, administrators, legal representative and assignees of OWNER will be duty bound to obey, honour and respect this Development Agreement in such a way that this has been declared and issued and given by them at that point of time and if required by the DEVELOPER, the legal heirs of the OWNER will be bound and liable to execute and register any Deed of Confirmation of this Development Agreement and also the legal heirs of the OWNER will be bound and liable to execute and register one Development Power of Attorney after registration of this Deed in favour of the DEVELOPER or to all or any of it's Partners or Representative as required by the DEVELOPER.

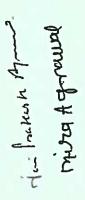
- 11.12 As and from the date of receipt of the completion certificate or the building the DEVELOPER and/or its transferees and the OWNER and/or their transferees shall be liable to pay and bear proportionate charges on account of all other taxes payable in respect of their respective spaces.
- 11.13 The DEVELOPER shall install any equipment or/and erect and maintain in the said premises at his own cost all facilities required for execution of the project.
- 11.14 The OWNER shall pay and bear all property taxes and other dues and outgoings in respect of the said premises accruing and due as and from

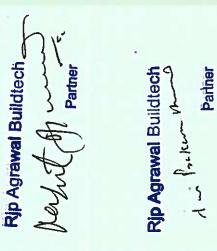
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the date of handing over possession of the premises (for the commencement of work at the said premises) to the DEVELOPER by the OWNER until delivery and/or the completion certificate of possession of the OWNER allocation in the proposed building.

## **ARTICLE XII - ARBITRATION:**

with regard to the interpretation meaning or scope of this agreement or any rights and liabilities of the parties under the agreement or out of the agreement or in any manner whatsoever concerning this agreement and same shall not be subject matter of any civil suit and before entering into jurisdiction the Civil Court the said dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and/or statutory modification or enactment thereto under one sole Arbitrator who will be elected by the both the PARTIES and the award made and published by sole Arbitrator shall be final and binding on the parties hereto.

## ARTICLE XIII - JURISDICTION:

13.1 Burdwan Court alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties.

The Stamp Duty over the value assessed by Directorate of Registration and Stamp Revenue under Government of West Bengal has been paid duly by the Party to the SECOND PART.

The photos, finger prints, signatures of **OWNERS**, the **DEVELOPER** is annexed herewith in separate sheets, which will be treated as the part of this Deed.

THE FIRST SCHEDULE ABOVE REFEREED TO

(Property Details)

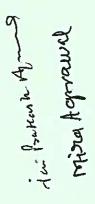
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ALL THAT THE PIECE AND PARCEL OF LAND within Dist. Purba Barddhaman, P.S. Barddhaman, Mouza- Nari, J.L. No- 70, R.S. Plot No. 11 & 12 appertaining to R.S. Khatian No. 496 presently comprising to L.R. Plot No. 43 & 44 appertaining to L.R. Khatian Nos. 8431 & 8450 situated within the limit of Barddhaman Municipality of P.S. Barddhaman Sadar, Dist Purba Barddhaman being the developable land measuring an area of 1180.9313 Square Meters (a little more or less) i.e., 12712 Sq. Ft. (a little more or less) i.e., 17.65 Kathas (a little more or less) [out of total Land of 32.6 Decimals from L.R. Plot No. 43 & 44 appertaining to L.R. Khatian Nos. 8431 & 8450] appertaining to present Holding No. "6" of Ward No. 6, Mahalla – Sadhanpur Road.

The Developable Land is 1180.9313 Square Meters (a little more or less) i.e., 12712 Sq. Ft. (a little more or less) out of total Land of 32.6 Decimals from L.R. Plot No. 43 & 44 appertaining to L.R. Khatian Nos. 8431 & 8450 as per sanction Plan being Building Permit Number: SWS-OBPAS/1201/2024/0816 Dated 12-09-2024 of Burdwan Municipality

#### AND THE SAID PROPERTY IS BUTTED AND BOUNDED BY.

On the North:

Property of Brambha Kumari Ashram;

On the South:

18 Ft Wide Municipality Road;

On the East:

Property of Bijoy Balmiki; and

On the West:

Property of Prasanna Kumar Singh:

TOTAL AREA OF LAND GIVEN FOR DEVELOPMENT AS PER THIS AGREEMENT:1180.9313 Square Meters (a little more or less) i.e., 12712 Sq. Ft. (a little more
or less) as per sanction Plan being Building Permit Number: SWSOBPAS/1201/2024/0816 Dated 12-09-2024 of Burdwan Municipality.

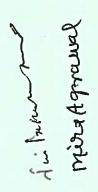
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### THE SECOND SCHEDULE ABOVE REFEREED TO

(Construction of Flat and Building Details)

**BUILDING STRUCTURE:-** Reinforced Cement Concrete (1:2:4),

MAIN WALLS & PARTITION WALLS:- 250 MM Thick Cement Brick Work for Main

Walls and 125 MM Thick and 75 MM Thick Cement

brickwork (1:4) for Flat Separating Wall and Partition

Walls inside the respectively,

FLOOR:- Vitrified Floor Tiles for Flat Purchasers for All room,

Verandah, Hall, Kitchen, Bath/Toilet.

SKIRTING AND DADO:- Wall Tiles, the Height not to be exceeded 150 MM High

and the Dado Not Exceeding 200 MM High (For Toilet

Glazed Titles will be used up to a height of 6 Ft. form

Skirting).

**PLASTERING:** Plastering to External Walls will be of 20 MM. thick in

1:5 Cement, Sand and Mortar. Plastering to internal

walls will be 15 MM thick in 1:6 Cement, Sand and

Mortar and Ceiling will be 10 MM thick in 1:4 Cement,

Sand and Mortar.

WOODWORK AND JOINERY:- 100 MM X 50 MM. Malaysian Sal Wood or equivalent

section for Door frame, 32 mm. Thick solid core Flush

door, Thickness of the shutter will be 32 MM. Main Door

shutter for the OWNER will be made of quality Flush

door.

M. S. GRILL WORKS:- All windows will be aluminium framed with necessary

hardware fittings. The grill -works for the windows will

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Rjp Agrawal Buildtech

be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINTING:-

All the internal wall surfaces and the ceiling will be finished with Putty.

The external wall surfaces will be finished with snowcem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary Priming Coat.

FINISHING WORKS FOR GROUND FLOOR:- The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- All the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

**ELECTRICAL WORKS:-**

All the electrical lines will be concealed with copper wires. with PVC conduit. Each flat will have the following electrical points.

Each Bed Room Two light points, Two Plug points, One
Fan Point and One Separate AC Point (only for
Landowners).

**Living Room cum Dinning Space** Three light Points

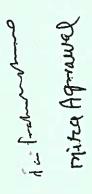
Two Fan Point, One Plug Point, One Freeze point.

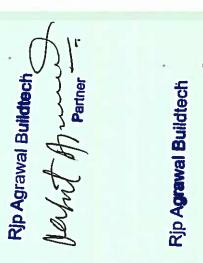
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Kitchen One light Point, One Power Point, One Exhaust

Fan Point (and one Freeze point only for the

Landowners).

**Exhaust Fan** points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

**WATER SUPPLY & DRAINAGE:-** One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, one

Anglo Indian and one European Commode. Necessary
taps will be provided in the toilets and the floor will be
of anti-skid tiles. One basin with tap will be installed at
Dining Hall.

**KITCHEN SPACE:-** Each Kitchen space will be provided with one cooking

platform finished with one still sink with required water connections.

OVER HEAD TANK:- P.V.C/Concrete.

THE THIRD SCHEDULE ABOVE REFEREED TO

(Common Facilities and Common Parts)

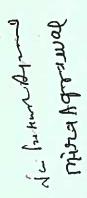
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- Entrance and Exits to the Premises and the Building named and styled as "AGARWAL CITY".
- 2. Stair Cases,
- 3. Stair Case Landings,
- 4. Stair Head Room and Lobbies on all the floor of the New Building named and styled as "AGARWAL CITY".
- 5. Passage for Entrance,
- 6. Pump (Deep Tube Well of adequate capacity to ensure round the clock),
- 7. Electric Meter & Electric Meter Space,
- 8. Common Electric Space, Common Water Pump Space,
- 9. Septic Tanks,
- 10. Boundary Walls with Entrance Gate,
- 11. Overhead Water Tank,
- 12. Transformer and space (if any),
- 13. Lift/s (if any),
- 14. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
- 15. Lighting of the Common Portions.
- 16. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

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- Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
- Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

**WITNESSES:-**

1. S. Palis

310-81, Marsel

Merodighi, Burdan Porte Bardun

Misza Agrawal

2. SK. Salis

S/O-SK. Morsed Nerodighi, Burdwa

713101.

SIGNATURES OF THE OWNERS

Rjp Agrawal Buildtech

Rip Agrawal Buildtech

**SEAL & SIGNATURE OF THE DEVELOPER** 

ie & typed in my Office:-

Bordwan Dist Judges Court Enrollment No. WB/1989/2011



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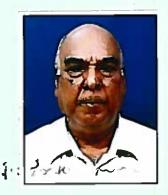
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SIGNATURE Mira Agrawal



Additional District Sub-Registres

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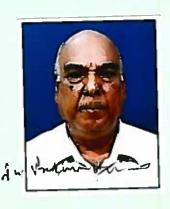
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Additional District Sub-Registres, BURDWAN

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COME TAX DEPARTMENT
MIRA AGRAWAL

KRISHNA MUHARIJAGRAWAL

01/12/1354 Parmil and Surgent Namber ASTPA87001

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Signatura

भारत सरकार GOVT OF INDIA





# प्रास्त सरकार GOVERNMENTOBINDIA



भीता आधातउपान Mira Agarwal জন্ম দাল Year of Birth 1954 महिला Female



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গাধার - সাধারণ মানুষের অধিকার



# ভারতীয়াররিটাই পরিচ্য প্রাপিকরণ UNIQUE IDENTIFICATION: AUTHORITY OF INDIA

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Address

W/O Jaiparakash Agrawal, railway diesel shed more 10 sadhanpur road. Burdwait. I Burdwan Barddhaman West

Bengal 713101

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Bri No 1941 Hengabit: 560 001

नथाई लेखा नंद्या /PERMANENT ACCOUNT NUMBER ACSPA4751A



TITH /NAME

JAI PRAKASH AGARWAL

দিলা কা সাপ IFATHER'S NAME RAM CHANDRA AGARWAL

जन्म तिथि /DATE OF BIRTH 10-01-1947

हस्ताक्षर /SIGNATURE

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COMMISSIONER OF INCOME-TAX, W.B. - XI

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# COVERNMENT ORINDIA

জ্ম প্রকাশ আগোরওয়ান Jai Prakash Agrawal জন্ম শাপ / Year of Birth : 1947 পুরুষ / Male



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আধার - সাধারণ মানুষের অধিকার



# ্রভারতীয় বিশিষ্ট পরিচয়-প্রাধিকরণ имплапреманомильновичовичов

र्विकासा

S/O तामहन्त्र आचात्रश्रमान, (तनश्रद्ध डित्कन (मेंड (मांड, मन, प्राप्तमृत (यांड, वर्धमान, वर्धमान, वर्धमान, पन्हिमवज्ञ, /13101 Address: S/O Ramchadra Agrawal, railway diesel shed more. 10. shadanpur road, Burdwan - I, Burdwan, Barddhaman, West Bengal, 713101

1947 1800 180 1947 help@uldal.gov.in\*

WWW

PO Box No. 1947 Bengaluru 580 001



का अधारण केन्द्राच West/ammanual Inc.



ন্সোহিত আগভ Rohit Agraval জন্মতারিয/DOF शुक्रथ/ MALE

Assum Date: 16/11/2011

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ঠিকানা: S/O জয় প্রকাশ আগরগুধাল, বর্ষমান ভবন, ১০ সাধনপুর ত্রোড় বর্ষমান, বর্দ্ধমান, বর্দ্ধমান, পশ্চিমবঙ্গ - 713101

Address: S/O Jai Prakash Agrawal, burdwan bhawan, 10 sadhanpur road burdwan, Burdwan - I, Barddhaman, West Bengal - 713101



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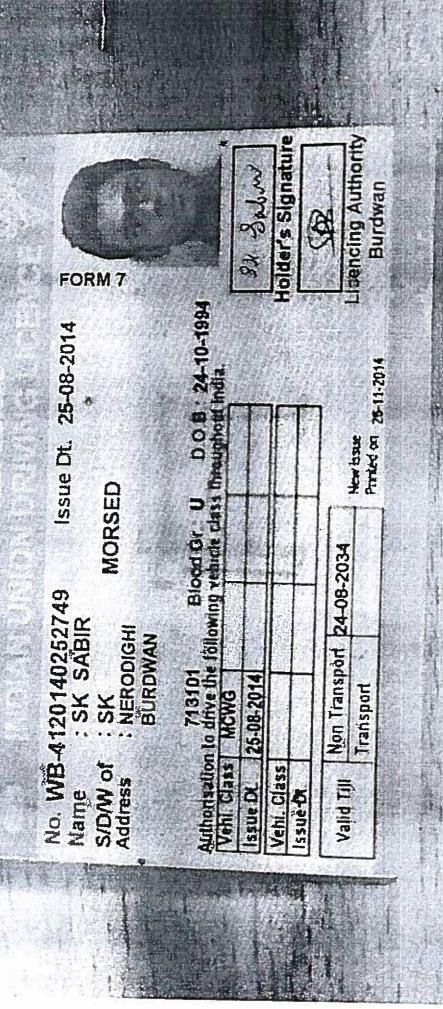
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# **Major Information of the Deed**

Deed No :	1-0203-07892/2024	Date of Registration	04/12/2024		
Query No / Year 0203-2003028442/2024		Office where deed is registered			
Query Date	29/11/2024 11:56:19 AM	A.D.S.R. Bardhaman, District: Purba Bardhama			
Applicant Name, Address & Other Details	Rohit Agrawal Bardhaman,Thana : Bardhaman , District : Purba Bardhaman, WE Status :Buyer/Claimant	ST BENGAL, PIN - 713101, N	lobile No. : 9851858945,		
Transaction	and the state of t	Additional Transaction			
[0110] Sale, Development / agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]			
Set Forth value	Company of the same states	Market Value	Secure Vallettale		
		Rs. 4,12,93,344/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 75,010/- (Article:48(g))		Rs. 14/- (Article:E, E)			
Remarks	Received Rs. 50/- ( FIFTY only area)	) from the applicant for issuing	the assement slip.(Urban		

## **Land Details:**

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: Sadhanpur Road, Mouza: Nari, , Ward No: 6 Jl No: 70, Pin Code: 713101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (in Rs.)	Other Details
L1	LR-43 (RS  - )	LR-8431	Bastu	Bastu	18.7 Dec		2,36,86,673/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road,
L2	LR-44 (RS )	LR-8431	Bastu	Bastu	12.3 Dec			Width of Approach Road: 18 Ft., Adjacent to Metal Road,
L3	LR-44 (RS :- )	LR-8450	Bastu	Bastu	1.6 Dec			Width of Approach Road: 18 Ft., Adjacent to Metal Road,
		TOTAL:			32.6Dec	0 /-	412,93,344 /-	
	Grand	Total:			32.6Dec	0 /-	412,93,344 /-	

# Land Lord Details:

SI No	Name, Address, Photo, Finger	orint and Signatu	re			
1	Name	Photo	Finger Print	Signature		
	Mr Jai Prakash Agrawal (Presentant) Son of Ram Chandra Agrawal Executed by: Self, Date of Execution: 04/12/2024 , Admitted by: Self, Date of Admission: 04/12/2024 ,Place : Office		Captured	مستحدث هوستمط		
		04/12/2024	LTI 04/12/2024	B4/12/2024		
2	Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-2XX4, PAN No.:: acxxxxxx1a,Aadhaar No Not Provided by UIDAI, Status:Individual, Executed by: Self, Date of Execution: 04/12/2024, Admitted by: Self, Date of Admission: 04/12/2024, Place: Office  Name  Photo Finger Print Signature					
۷	Mrs Mira Agrawal Wife of Mr Jai Prakash Agrawal Executed by: Self, Date of Execution: 04/12/2024 , Admitted by: Self, Date of Admission: 04/12/2024 ,Place : Office		Captured	man she a government		
		04/12/2024	LTI 04/12/2024	04/12/2024		
	Occupation: Business, Citize	, West Bengal, I n of: IndiaDate ( Itatus :Individua	ndia, PIN:- 713: of Birth:XX-XX-2 I, Executed by:	101 Sex: Female, By Caste: Hindu, 2XX4 , PAN No.:: asxxxxxx0l,Aadhaar Self, Date of Execution: 04/12/2024		

# Developer Details:

Si No	
'	RJP AGRAWAL BUILDTECH  08 Sadhanpur Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Date of Incorporation:XX-XX-2XX4, PAN No.:: abxxxxxx8n,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

# Representative Details:

Name,Address,Photo,Finge	r print and Signatu	re	
Name	Photo	Finger Print	Signature
Mr Jai Prakash Agrawal Son of Ram Chandra Agrawal Date of Execution - 04/12/2024, , Admitted by: Self, Date of Admission: 04/12/2024, Place of Admission of Execution: Office		Captured	عــــه مده ۱- م
	Dec 4 2024 3:35PM	LTI 04/12/2024	04/12/2024
	s : Representative	, Representative	(4 , PAN No.:: acxxxxxx1a,Aadhaar of : RJP AGRAWAL BUILDTECH (as
Not Provided by UIDAI Stati partner)	Photo		
Not Provided by UIDAI Statupartner)  Name  Mr Rohit Agrawal  Son of Jai Prakash Agrawal  Date of Execution - 04/12/2024, Admitted by: Self, Date of Admission: 04/12/2024, Place of	Photo  Dec 4 2024 3:38PM	Finger Print  Captured  LTI 04/12/2024	Signature  O4/12/2024

# Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sk Sabir Son of Mr Sk Morsed Nerodighi, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101	5	Captured	St. S.B. 2
	04/12/2024	04/12/2024	04/12/2024
ldentifier Of Mr Jai Prakash Agrawa	I, Mrs Mira Agrawal, I	Mr Jai Prakash A	

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr Jai Prakash Agrawal	RJP AGRAWAL BUILDTECH-18.7 Dec
Trans	fer of property for L2	会議を表現を表するなどである。
SI.No	From	To. with area (Name-Area)
1	Mr Jai Prakash Agrawal	RJP AGRAWAL BUILDTECH-12.3 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	Mrs Mira Agrawal	RJP AGRAWAL BUILDTECH-1.6 Dec

# Land Details as per Land Record

District: Purba Bardhaman, P.S.- Barddhaman, Municipality: BURDWAN, Road: Sadhanpur Road, Mouza: Nari, , Ward No: 6 Jl No: 70, Pin Code: 713101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 43, LR Khatian No:- 8431	Owner:জর প্রকাশ আগরওমাল, Gurdian:রামচন্দ্র , Address:10 দাঘলমূর রোড বর্থমাল, আমবাগাল , Classification:বাড়, Area:0.18700000 Acre,	
L2	8431	Owner:অর একাশ আগরওয়াল, Gurdian:রামচন্দ্র . Address:10 দাধলপুর রোড বর্ধদাল, আদবায়াল . Classification:বাড়, Area:0.12300000 Acre,	
L3	8450	Owner:भीक्ष आपक्षक्षमा, Gurdian:सब बकान, Address:भाषनमूब , Classification:बाह, Area:0.01600000 Acre,	Mrs Mira Agrawal

## Endorsement For Deed Number: 1 - 020307892 / 2024

#### On 04-12-2024

#### 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 13:47 hrs on 04-12-2024, at the Office of the A.D.S.R. Bardhaman by Mr Jai Prakash Agrawal, one of the Executants.

#### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 4,12,93,344/-

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

Execution is admitted on 04/12/2024 by 1. Mr Jai Prakash Agrawal, Son of Ram Chandra Agrawal, Railway Diesel Shed More, P.O: Burdwan, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business, 2. Mrs Mira Agrawal, Wife of Mr Jai Prakash Agrawal, Railway Diesel Shed More, P.O: Burdwan, Thana: Bardhaman

, , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession

Indetified by Mr Sk Sabir, , , Son of Mr Sk Morsed, Nerodighi, P.O: Burdwan, Thana: Bardhaman , , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Muslim, by profession Others

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

Execution is admitted on 04-12-2024 by Mr Jai Prakash Agrawal, partner, RJP AGRAWAL BUILDTECH (Partnership Firm), 08 Sadhanpur Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by Mr Sk Sabir, , , Son of Mr Sk Morsed, Nerodighi, P.O: Burdwan, Thana: Bardhaman , , City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Muslim, by profession Others

Execution is admitted on 04-12-2024 by Mr Rohit Agrawal, partner, RJP AGRAWAL BUILDTECH (Partnership Firm), 08 Sadhanpur Road, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713101

Indetified by Mr Sk Sabir, . . Son of Mr Sk Morsed, Nerodighi, P.O: Burdwan, Thana: Bardhaman , . City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Muslim, by profession Others

#### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 14.00/- (E = Rs 14.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2024 2:49PM with Govt. Ref. No: 192024250302159378 on 04-12-2024, Amount Rs: 14/-, Bank: SBI EPay ( SBIePay), Ref. No. 4565691887325 on 04-12-2024, Head of Account 0030-03-104-001-16

## **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3105, Amount: Rs.5,000.00/-, Date of Purchase: 04/12/2024, Vendor name: Golam Mohabub

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2024 2:49PM with Govt. Ref. No: 192024250302159378 on 04-12-2024, Amount Rs: 70,010/-, Bank: SBI EPay (SBIePay), Ref. No. 4565691887325 on 04-12-2024, Head of Account 0030-02-103-003-02

Sanjit Sardar ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. Bardhaman Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2024, Page from 204090 to 204147 being No 020307892 for the year 2024.



Digitally signed by SANJIT SARDAR Date: 2024.12.18 14:15:42 +05:30 Reason: Digital Signing of Deed.

(Sanjit Sardar) 18/12/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.