



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL
 The signature sheet/sheets & the
 endorsement sheet/sheets attached with
 this document are the part of this document.

[Signature]

Additional District Commissioner,
 Rajarhat, New Town, North 24-PGs.

06 JAN 2023

DEVELOPMENT AGREEMENT

1. Date : 21.12.2022
2. Place : Kolkata
3. Parties :
- 3.1 **RABIA BIBI [PAN : AFTPB3193D],**
[AADHAAR NO. 903633192088] &
[MOBILE NO. 9051574693], wife of
 Sk. Rafikul Islam, daughter of Ebadath
 Ali, by faith - Muslim, by occupation -
 House wife, by nationality - Indian,
 residing at Kanjialpara, Reckjoani, 91

145042

NAME
ADD
Rs
30 NOV 2022
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

Pinaki Chattopadhyay
Advocate
Reg. No.: WD/501/1994

Hohanta Kumar Hallick



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30 NOV 2022

30 NOV 2022

Hohanta Kumar Hallick



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Dipen Dasgupta



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oilp outta



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Maya Kumar

Additional District Sub-Registrar,
Rajshahi, North 24 Pgs



13420

21 DEC 2022

Shalish Gupta

Bus Road, P.O. & P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal.

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

AND

- 3.2 **VAISHNO DEVI REALTY [PAN : AAPFV7361N]**, a Partnership Firm, having its office at Rajarhat, Bhatenda, Kalibari Road, P.O. & P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Partners namely (1) **MOHANTA KUMAR MALLICK [PAN : AQMPM2322B], [AADHAAR NO. 247705059372] & [MOBILE NO. 9874125754]**, son of Rakhal Chandra Mallick, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Mallick Bari, Kaikhali Ghosh Para, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, (2) **DIPEN NASKAR [PAN : ABKPN7864J], [AADHAAR NO. 940299393682] & [MOBILE NO. 9830309651]**, son of Bibhuti Bhusan Naskar, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Tegharia Main Road, P.O. Hatiara, P.S. Baguiati, Kolkata - 700157, District North 24 Parganas, West Bengal, (3) **DILIP DUTTA [PAN : AFXPD8923K], [AADHAAR NO. 569630862356] & [MOBILE NO. 9231697522]**, son of Late Biswanath Dutta, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kaikhali Ramkrishna Pally, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal, (4) **AJAY KUMAR SINGH [PAN : AZPPS1090Q], [AADHAAR NO. 329105682543] & [MOBILE NO. 9831204640]**, son of Mohan Singh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Flat No. 2D, Haranosur Apartment, Kaikhali Shibtala Mandir, Subala Nursing Home, P.O. & P.S. Airport, Kolkata - 700052, District North 24 Parganas, West Bengal & (5) **SUDESH KUMAR GUPTA [PAN : ADUPG7513R], [AADHAAR NO. 313793075726] & [MOBILE NO. 9831117210]**, son of Abhoy Nath Gupta @ Abhay Nath Gupta, by faith - Hindu, by

Sudesh Kumar Gupta



13421

Rabia Bibi



13422

Haiman Brijwaj
Ran Nagel Brijwaj
Post R. Gopurpur
P.S. Anirpore
Date: 13/6



Additional District Sub-Registrar,
Rajshahi, Rajshahi, North 24-Pgs

21 DEC 2022

occupation - Business, by nationality - Indian, residing at 35, Dr. S.P. Mukherjee Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal.

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

Landowner and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

4. **Subject Matter of Development :**
 - 4.1 **Development Project & Appurtenances :**
 - 4.1.1 **Project Property : ALL THAT** piece and parcel of a demarcated plot of vacant Bahutal abasan land measuring **24 (Twenty Four) Deceimals be the same a little more or less**, lying and situated at **Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.O. & P.S. Rajarhat, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, L.R. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, L.R. Khatian No. 5646 (in the name of Rabia Bibi, Landowner herein), A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, Kolkata - 700135, in the District North 24 Parganas, in the State of West Bengal, and which is morefully described in the First Schedule hereinafter written.**
5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**
 - 5.1 **Representations and Warranties Regarding Title :** The Landowner has made the following representations and given the following warranties to the Developer regarding title.

5.1.1 CHAIN OF TITLE REGARDING ABSOLUTE OWNERSHIP OF RABIA BIBI, LANDOWNER HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, IS AS FOLLOWS :

- 5.1.1.1 Absolute Recorded Ownership of Sk. Sahadat Hossain @ Sahadat Hossain :** One Sk. Sahadat Hossain @ Sahadat Hossain was the absolute recorded owner of a Bagan land measuring 24 (Twenty Four) Decimal more or less out of the total land in dag measuring 24 (Twenty Four) Decimals more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, alongwith other lands.
- 5.1.1.2 Gift by said Sk. Sahadat Hossain @ Sahadat Hossain to one Shaikh Aamanulla :** While in absolute possession and absolute ownership over the aforesaid property, the said Sk. Sahadat Hossain @ Sahadat Hossain gifted his aforementioned property i.e. 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Shaikh Aamanulla, by way of a Registered Deed of Gift, which was registered on 20.04.1960, registered in the office of Sub-Registrar, Cossipore, Dum-Dum, and recorded in Book No. I, Volume No. 42, Pages 265 to 270, being Deed No. 3441 for the year 1960.
- 5.1.1.3 Sale by said Shaikh Aamanulla to one Jahangir Kabir :** The said Shaikh Aamanulla, sold, transfer and conveyed his aforesaid total plot of land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, L.R. Khatian No. P-118, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Jahangir Kabir, by way of a Registered Deed of

Conveyance, which was registered on 26.07.1963, registered in office of Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No. I, Volume No. 99, Pages 74 to 76, being Deed No. 6328 for the year 1963.

5.1.1.4 Sale by said Jahangir Kabir to one Shaikh Aashanulla : The said Jahangir Kabir sold, transferred and conveyed his aforesaid total plot of land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana-Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Shaikh Aashanulla, by way of a Registered Deed of Conveyance, which was registered on 18.06.1968, registered in the office of the Sub-Registrar, Cossipore, Dum Dum, and recorded in Book No. I, Volume No. 79, Pages 141 to 143, being Deed No. 5342 for the year 1968.

5.1.1.5 Absolute Ownership of Shaikh Aashanulla under Deed No. 5342 for the year 1968 : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 5342 for the year 1968, the said Shaikh Aashanulla, became the absolute owner of the aforesaid total plot of land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.6 L.R. Record : After having absolute possession and absolute ownership over the aforesaid property, the said Shaikh Aashanulla duly recorded his name in the record of the L.R. Settlement in L.R. Khatian No. P-118.

5.1.1.7 Demise of Shaikh Aashanulla : The said Shaikh Aashanulla died intestate, leaving behind his only son namely Asif Ahmed, as his only heir and successor in interest in respect of his aforementioned total property, left by Shaikh Aashanulla, since deceased.

5.1.1.8 Absolute Ownership of Asif Ahmed : Thus on the basis of the aforementioned facts and circumstances and by way of inheritance received from his deceased father, Shaikh Aashanulla, the said Asif Ahmed, became the absolute owner of the aforesaid total plot of land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, L.R. Khatian No. P-118, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.9 Sale by the said Asif Ahmed to the present Owner, Rabia Bibi : The said Asif Ahmed sold, transferred and conveyed his aforesaid plot of land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, L.R. Khatian No. P-118, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to the present owner, Rabia Bibi, by the strength of a Registered Deed of Conveyance, which was executed on 11.10.2007, and which was registered on 12.10.2007, registered in the office of the D.S.R-II, Barasat, North 24 Parganas, and recorded in Book No. I, CD Volume No. 7, Pages 5991 to 6001, being Deed No. 06930 for the year 2008.

5.1.1.10 Absolute Ownership of Rabia Bibi under Deed No. 06930 for the year 2008 : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 06930 for the year 2008, the said Rabia Bibi, Landowner herein, became the absolute owner of ALL THAT piece and parcel of Bagan land measuring 24 (Twenty Four) Decimal more or less, comprised in C.S. Dag No. 29, corresponding to R.S. Dag No. 32, under C.S. Khatian No. 1546, R.S. Khatian No. 2012, L.R. Khatian No. P-118, lying and situated at Mouza - Rekjoani, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, which is morefully described in the First Schedule hereunder written.

5.1.1.11 L.R. Record & Conversion of land : After having absolute possession and absolute ownership over the aforesaid property, the said Rabia Bibi, Landowner herein, duly recorded her name in the record of the L.R. Settlement, in L.R. Khatian No. 5646 [having share 1.0000 out of land measuring 24 (Twenty Four) Decimals more or less]. The said Rabia Bibi duly applied before concerned office of the Sub-Divisional Land & Land Reforms Officer, North 24 Parganas, for conversion of the said land possessed by her in L.R. Dag No. 32 under L.R. Khatian No. 5646, from 'Bagan' to 'Bahutal Abasan', and the concerned authority have duly converted the said land from 'Bagan' to 'Bahutal Abasan', vide Memo No. Conv/72/20/5379/SDL/BST/2022 dated 29.11.2022.

6. DESIRE OF DEVELOPMENT OF THE LAND & ACCEPTANCE AND REGISTERED POWER OF ATTORNEY :

6.1 Desire of Development & Acceptance : The said Rabia Bibi, Landowner herein express her desire to develop the aforesaid plot of land measuring 24 (Twenty Four) Decimals be the same a little more or less, by constructing a multi storied building/s thereon, and the present Developer, Vaishno Devi Realty, have accepted the said proposal and the Landowner has decided to enter into this present Development Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

6.1.1 Registered Development Power of Attorney : For the smooth running of the said project, the Landowner herein agreed to execute a Registered Development Power of Attorney After Registered Development Agreement, by which the Landowner herein shall appoint and has nominate the said Vaishno Devi Realty, Developer herein, as her constituted attorney, to act on behalf of the Landowner.

7. DEFINITION :

7.1 Building : Shall mean multi storied building/s so to be constructed on the schedule property.

7.1.1 Common Facilities & Amenities : Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

7.1.2 Saleable Space : Shall mean the space within the building, which is to be available as an unit/flat/car parking space/shop for independent

use and occupation in respect of Landowner's Allocation and Developer's Allocation as mentioned in this Agreement.

- 7.1.3 **Landowner's Allocation** : Shall mean the consideration against the project by the Landowner, which is morefully described in Second Schedule hereunder written.
- 7.1.4 **Developer's Allocation** : Shall mean all the remaining area of the proposed multi storied building excluding Landowner's Allocation including the proportionate share of common facilities, common parts and common amenities of the building, which is morefully described in Third Schedule written hereinbelow.
- 7.1.5 **Architect/Engineer** : Shall mean such person or persons being appointed by the Developer.
- 7.1.6 **Transfer** : With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowner as a transfer of space in the said building to intending purchasers thereof.
- 7.1.5 **Building Plan** : Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the concerned authority/authorities for construction of the building including its modification and amenities and alterations.
- 7.1.6 **Built Up Area/Lockable Area** : Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.
- 7.1.7 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, lift & lobby areas of that particular floor.
- 7.1.8 **Super Built Up Area (For any Individual Unit)** : Here super built up area means the total covered area plus service area.

8. LANDOWNER'S RIGHT & REPRESENTATION :

8.1 Indemnification regarding Possession & Delivery : The Landowner is now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop the schedule property.

8.1.1 Free From Encumbrance : The Landowner also indemnifies that the schedule property is free from all encumbrances and the Landowner has marketable title in respect of the said premises.

9. DEVELOPER/PROMOTER'S RIGHTS :

9.1 Authority of Developer : The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against their allocation or acquired right under these agreement.

9.1.1 Right of Construction : The Landowner hereby grants permission an exclusive rights to the Developer to build new building/s upon the project property/schedule property.

9.1.2 Construction Cost : The Developer shall carry total construction work of the present multi building at their own costs and expenses. No liability on account of construction cost will be charged from Landowner's Allocation and/or the proposed multi storied building.

9.1.3 Sale Proceeds of Developer's Allocation : The Developer will take the sale proceeds of Developer's Allocation exclusively.

9.1.4 Booking & Agreement for Sale : Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possssion/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the

Developer and on behalf of the Landowner as a Registered Power of Attorney Holder. All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowner.

- 9.1.5 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowner.
- 9.1.6 **Profit & Loss :** The profit & loss earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Landowner's Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.1.7 **Possession to the Landowner :** On completion of the project, the Developer will handover undisputed possession of the Landowner's Allocation Together With all rights of the common facilities and amenities to the Landowner with Possession Letter and will take release from the Landowner by executing a Deed of Release.
- 9.1.8 **Possession to the intending purchaser :** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Landowner.
- 9.1.9 **Deed of Conveyance :** The Deed of Conveyance in respect of Developer's Allocation, will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowner.
10. **CONSIDERATION :**
- 10.1 **Permission against Consideration :** The Landowner grants permission for exclusive right to construct the proposed building in consideration of Landowner's Allocation to the Developer.

11. DEALING OF SPACE IN THE BUILDING :

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

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

12. NEW BUILDING :

12.1 Completion of Project : The Developer shall at their own costs construct, and complete the proposed building/s with good and standard material as may be specified by the Engineer of the Developer from time to time.

12.1.1 Installation of Common Amenities : The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.

12.1.2 Architect Fees etc. : All costs, charges and expenses including Architect's fees, Engineer's fees, plan/revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowner shall bear no responsibility in this context.

12.1.3 Panchayet Taxes & Other Taxes of the Property : The Landowner shall pay and clear up all the arrears on account of Panchayet taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay the same from the date of execution of these presents till the date of completion of the construction and allocation. From the date of completion and allocation of the floor area between the Landowner and the Developer the Panchayet taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and/or their nominees and the Landowner and/or her nominee/nominees respectively.

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

13. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :

13.1 Delivery of Possession : As soon as the building will be completed, the Developer shall give written notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building and certificate of the Architect/L.B.S of the Panchayet being provided to that effect.

13.1.1 Payment of Panchayet Taxes : Within 30 days from the receive possession of Landowner's Allocation and at all times there after the Landowner shall be exclusively responsible for payment of all Panchayet and property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowner's Allocation only.

13.1.2 Share of Common Expenses & Amenities : As and from the date of delivery of possession to be received, the Landowner shall also be responsible to pay and bear and shall pay to the Developer/Flat

Owners Association, the service charges for the common facilities in the new building payable in respect of the Landowner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

14. **COMMON RESTRICTION :**

- 14.1 **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-
- 14.1.1 Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- 14.1.2 Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 14.1.3 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed and the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall

pay all and whatsoever shall be payable in relation to the area in their possession.

- 14.1.4 Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws and regulation.
- 14.1.5 The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupation of the building indemnified from and against the consequence of any breach.
- 14.1.6 No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- 14.1.7 Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- 14.1.8 The Landowner shall permit the Developer and its/their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

- 14.1.9 Neither party shall be permitted to construct any temple or any prayer hall in the said premises and even any committee or any association shall not be permitted to construct any temple or any prayer hall in the said premises.

15. **LANDOWNER'S OBLIGATION :**

15.1 **No Interference :**

The Landowner hereby agrees and covenants with the Developer :

- (i) not to cause any interference or hindrance in the construction of the building by the Developer.
- (ii) not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.
- (iii) not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

16. **DEVELOPER'S OBLIGATIONS :**

- 16.1 **Time Schedule of Handing Over Landowner's Allocation :** The Developer hereby agree and covenant with the Landowner to handover Landowner's Allocation (morefully described in the Second Schedule hereunder written) within 36 (Thirty Six) months from the date of registration of this agreement. The Developer also empowers by the Landowner a grace period of 6 (Six) months more to deliver the Landowner's Allocation.

- 16.1.1 **Penalty :** If the Landowner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay Rs.100,000/- (Rupees One Lakh) only per month to the Landowner as demurrage.

16.1.2 No Violation : The Developer hereby agree and covenant with the Landowner :

- (i) not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
- (ii) not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and/or disposing of any Landowner's Allocation in the building at the said premises vice versa.

17. LANDOWNER'S INDEMNITY :

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

18. DEVELOPER'S INDEMNITY :

The Developer hereby undertake to keep the Landowner :

- (i) indemnified against third party claiming and actions arising out of any sort of act of omission or commission of the Developer in relation to the construction of the said building.
- (ii) against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or for any defect therein.

19. MISCELLANEOUS :

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

- 19.1.1 Not specified Premises :** It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner related to which specific provisions may not have been mentioned herein. The Landowner hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Landowner shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowner also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowner and/or against the spirit of these presents.
- 19.1.2 Not Responsible :** The Landowner shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 19.1.3 Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowner shall without prejudice to any other mode of service available be deemed to have been served on the Landowner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- 19.1.4 Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowner hereby agrees to abide by all the rules and regulations to be framed by any society/association/holding organisation and/or any other

organisation, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.

- 19.1.5 **Name of the Building :** The name of the building shall be given by developer in due course.
- 19.1.6 **Right to borrow fund :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowner or affecting her estate and interest in the said premises it being expressly agreed and understood that in no event the Landowner nor any of her estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Landowner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- 19.1.7 **Documentation :** The Landowner delivered all the xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Landowner will bound to produce documents in original before any competent authority for inspection.
- 19.1.8 **Electrical Transformar :** The Electrical Transformar will be installed by the W.B.S.E.D.C.L. in the project. The process of installation of transformar will be taken by the developer. The Developer will not be liable for any delay caused by W.B.S.E.D.C.L. regarding installation of Transformar in the project within the stated period of handing over the possession and under no circumstances, the Landowner and purchaser/s of the building will blame and will take any steps on this point to the developer.

20. **FORCE MAJEURE :**

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

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

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

21. **DISPUTES :**

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

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

Place : The place of arbitration shall be Kolkata only.

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

22. **JURISDICTION :**

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

THE FIRST SCHEDULE ABOVE REFERRED TO
[Description of Land & Premises]

ALL THAT piece and parcel of a demarcated plot of vacant Bahutal abasan land measuring **24 (Twenty Four) Decimal be the same a little more or less**, lying and situated at **Mouza - Rekjoani**, J.L. No. 13, Touzi No. 2998, Pargana- Kalikata, P.O. & P.S. Rajarhat, comprised in C.S. Dag No. 29, corresponding to **R.S. Dag No. 32, L.R. Dag No. 32**, under C.S. Khatian No. 1546, **R.S. Khatian No. 2012, L.R. Khatian No. 5646 (in the name of Rabia Bibi, Landowner herein)**, A.D.S.R.O. Rajarhat, New Town (formerly Bidhannagar, Salt Lake City), within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, Kolkata - 700135, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted and bounded as follows :-

ON THE NORTH	:	Land in R.S/L.R. Dag No. 31.
ON THE SOUTH	:	50'ft. Wide P.W.D Road.
ON THE EAST	:	Land in R.S/L.R. Dag No. 33.
ON THE WEST	:	50'ft. Wide P.W.D Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

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

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

1. The Landowner will get 48% (Forty Eight Percent) of the constructed area of the proposed building together with undivided proportionate share of land, common areas, common amenities and common facilities of the said building so to be constructed and so to be finished by the developer on the schedule land mentioned in the First Schedule hereinabove.

Later on, after preparation of the Floor Plan, the flats/garages/commercial space will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowner along with a Supplementary Development Agreement denoting the flats/garages/commercial space within the purview of the Landowner's Allocation.

2. The Landowner will also get a sum of Rs.40,00,000/- (Rupees Forty Lakh) only as refundable security deposit to be payable by the Developer in following installments :

- i) First installment amounted to Rs.20,00,000/- (Rupees Twenty Lakh) only will be payable at the time of signing, executing and registering of this present Development Agreement.
- ii) Second and final installment amounted to Rs.20,00,000/- (Rupees Twenty Lakh) only will be payable at the time of starting the construction of the said building.

The aforesaid total security deposit will be returned back by the Landowner to the Developer on or before receiving possession of her Landowner's Allocation.

3. It is also settled that except the Landowner's Allocation as described above, the Landowner will not get any area for the construction of the multi storied building, other constructed area of the building will exclusively be treated as Developer's Allocation.
4. The flats/units will be in habitable condition with proportionate share of the land, common roof facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.
5. The Landowner will also give permission to amalgamate her plot with her other neighbour plots. The area constructed in the amalgamated plot will be divided in between the Landowner in proportionate land

ratio to be holded by the landowner/s on the amalgamated plot of land.

THE THIRD SCHEDULE ABOVE REFERRED TO
[Developer's Allocation]

DEVELOPER'S ALLOCATION : Shall mean all the remaining portion of the entire building (excluding Landowner's Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specifications]

1. STRUCTURE : Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
2. EXTERNAL WALL : 8" thick brick wall and plastered with cement mortar (AAC black brick).
3. INTERNAL WALL : 5"/4" thick brick wall and plastered with cement mortar (AAC black brick).
4. FLOORING : Flooring is of flat will be of Kajaria Tiles/ Stair design Marble.
5. BATH ROOM : Bath room fitted upto 5'-6" height with Kajaria tiles of standard brand.
6. KITCHEN : Cooking platform and sink will be of Granite stone 2'-6" Kajaria standard tiles above the platform to protect the oil spot.
7. TOILET : Toilet of Hanging commode Kajaria (Icerovit Brand) concealed P.V.C. Cistern & one Basin. All fittings are Kerovit equivalent type. One wash hand basin is in dining space.
8. DOORS : Sal Wood Frame. All doors including Main Door & Other door palla of the flat of flash door.
9. WINDOWS : Box Grill with Alluminium Sliding.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary two submartible pump/deep tube well and two water filter machine will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two Pillar

Cock/Hand, one shower each in toilet, all fittings are Kajaria (Kerovit) and one hot & cold water.

12. VERANDAH : Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.
13. LIFT : Four passengers lift will be provided.
14. CC TV, Intercom, Community Hall & Multi Gym will be provided in the project.

ELECTRICAL WORKS :

1. Full concealed wiring with Havel.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point, A.C Point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area), A.C Point, one TV & one Intercom Telephone.
4. Kitchen : Two light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : Two light point, one 15 amp. plug point, one exhaust fan point.
6. Verandah : One light point, One Fan Point.
7. One light point at main entrance.
8. Calling Bell : One calling bell point at the main entrance.
9. Generator : Mahindra & Mahindra (Silent) generator will be installed with connection of all flats two light points and two fan points.
10. CC TV.
11. Roof with heat treatment process.

PAINTING :

- a) Inside wall of the flat will be finished with plaster of putty and external wall with weather coat.
- b) All door and windows frame painted with two coats white primer with colour including main gate and landing (Assian Paints or Burger).

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

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

SIGNED, SEALED AND DELIVERED

by the parties at Kolkata
in the presence of :

1. *Hamidur Rahman*
Rum Nazim Bari
KOL : 135

2. *Moh- Fariduddin*
Vill - Rajgachhi
PO + PS - Rajarhat
KOL - 135

Rabia Bibi
Rabia Bibi
Landowner

Mohanta Kumar Mallick
Mohanta Kumar Mallick

Dipen Naskar
Dipen Naskar

Dilip Dutta
Dilip Dutta

Ajay Kumar Singh
Ajay Kumar Singh

Sudesh Kumar Gupta
Sudesh Kumar Gupta
All Partners of
Vaishno Devi Realty
Developer

Sudesh Gupta

Drafted By :

Tithi Mukherjee, advocate
F/750/2014, Judge's Court,
Barasat.
For Pinaki Chattopadhyay & Associates,

Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700 157.

Ph. : 9830061809.

Composed By :

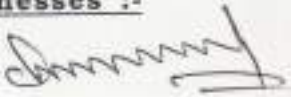
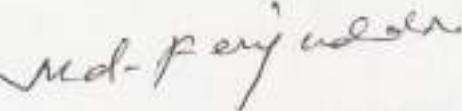
Jayashree Mondal
Jayashree Mondal,
Teghoria Main Road,
Kolkata - 700 157.

MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a refundable sum of **Rs.20,00,000/- (Rupees Twenty Lakh only)** from the present Developer in accordance with this present Development Agreement and also confirm the present agreement.

<u>Cheque No.</u>	<u>Date</u>	<u>Bank & Branch</u>	<u>Amount</u>
462972	21.12.2022	S.B.I, Rajarhat Township	Rs.20,00,000.00

Witnesses :-

1. 
2. 




Rabia Bibi

Landowner

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

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

 <i>Mohan Kumar Haldia</i>	L.H.					
	R.H.					

ATTESTED :-

Mohan Kumar Haldia

 <i>Dipen Dasgupta</i>	L.H.					
	R.H.					

ATTESTED :-

Dipen Dasgupta

 <i>Ajay Kumar Singh</i>	L.H.					
	R.H.					

ATTESTED :-

Ajay Kumar Singh

 <i>Ajay Kumar Singh</i>	L.H.					
	R.H.					

ATTESTED :-

Ajay Kumar Singh

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

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

 <i>Indish Gupta</i>	L.H.					
	R.H.					

ATTESTED :-

Indish Gupta

 <i>Rabia Bibi</i>	L.H.					
	R.H.					

ATTESTED :-

Rabia Bibi

	L.H.					
	R.H.					

ATTESTED :-

Harish Chandra

	L.H.					
	R.H.					

ATTESTED :-

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

HARICHAND BISWA

SIMAL BISWAS

25/04/1989

Permanent Account Number

BVIPB6129D

Harichand Biswa

Signature





**Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan**



192022230222299181

GRN Details

GRN:	192022230222299181	Payment Mode:	Online Payment
GRN Date:	20/12/2022 16:42:52	Bank/Gateway:	Bank of Boroda
BRN :	1315897817	BRN Date:	20/12/2022 16:44:31
GRIPS Payment ID:	201220222022229917	Payment Init. Date:	20/12/2022 16:42:52
Payment Status:	Successful	Payment Ref. No:	2003300344/4/2022
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	pinaki chattopadhyay
Address:	tegharia main rd, kol 157
Mobile:	9830061809
Contact No:	9830061809
Depositor Status:	Advocate
Query No:	2003300344
Applicant's Name:	Mr PINAKI CHATTOPADHYAY
Identification No:	2003300344/4/2022
Remarks:	Sale, Development Agreement or Construction agreement Payment No 4
Period From (dd/mm/yyyy):	20/12/2022
Period To (dd/mm/yyyy):	20/12/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003300344/4/2022	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2003300344/4/2022	Property Registration- Registration Fees	0030-03-104-001-16	20021
Total				60042

IN WORDS: SIXTY THOUSAND FORTY TWO ONLY.

PAID

Major Information of the Deed

Deed No :	I-1523-00260/2023	Date of Registration	06/01/2023
Query No / Year	1523-2003300344/2022	Office where deed is registered	
Query Date	21/11/2022 3:47:02 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	PINAKI CHATTOPADHYAY SANGEETA APT, TEGHARIA MAIN RD, KOLKATA 700157,Thana : Baguiati, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9830061809, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]	
Set Forth value		Market Value	
Rs. 1/-		Rs. 1,78,20,000/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,121/- (Article:48(g))		Rs. 20,021/- (Article:E, E, B)	
Remarks			

Land Details :

District: North 24-Parganas, P.S:- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani, JI No: 13, Pin Code : 700135

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-32 (RS :-)	LR-5646	Bastu	Bastu	24 Dec	1/-	1,78,20,000/-	Width of Approach Road: 50 Ft., Adjacent to Metal Road,
Grand Total :					24Dec	1/-	178,20,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mrs RABIA BIBI Wife of Mr. SK RAFIKUL ISLAM KANJIALPARA, RECKJOANI, 91 BUS ROAD, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AFxxxxxx3D, Aadhaar No: 90xxxxxxxx2088, Status :Individual, Executed by: Self, Date of Execution: 21/12/2022 , Admitted by: Self, Date of Admission: 21/12/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/12/2022 , Admitted by: Self, Date of Admission: 21/12/2022 ,Place : Pvt. Residence

Per Details :

Name,Address,Photo,Finger print and Signature

VAISHNO DEVI REALTY

RAJARHAT, BHATENDA, KALIBARI ROAD, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135 ; PAN No.:: AAxxxxxx1N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr MOHANTA KUMAR MALLICK (Presentant) Son of Mr RAKHAL CHANDRA MALLICK MALLICK BARI, KAIKHALI GHOSH PARA, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700052, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AQxxxxxx2B, Aadhaar No: 24xxxxxxxx9372 Status : Representative, Representative of : VAISHNO DEVI REALTY (as PARTNER)
2	Mr DIPEN NASKAR Son of Mr BIBHUTI BHUSAN NASKAR TEGHARIA MAIN ROAD, City:- Not Specified, P.O:- HATIARA, P.S:-Baguiati, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ABxxxxxx4J, Aadhaar No: 94xxxxxxxx3682 Status : Representative, Representative of : VAISHNO DEVI REALTY (as PARTNER)
3	Mr DILIP DUTTA Son of Late BISWANATH DUTTA KAIKHALI, RAMKRISHNA PALLY,, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700052, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx3K, Aadhaar No: 56xxxxxxxx2356 Status : Representative, Representative of : VAISHNO DEVI REALTY (as PARTNER)
4	Mr AJAY KUMAR SINGH Son of Mr MOHAN SINGH FLAT NO. 2D, HARANOSUR APARTMENT, KAIKHALI SHIBTALA MANDIR, SUBALA NURSING HOME, City:- Not Specified, P.O:- AIRPORT, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700052, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AZxxxxxx0Q, Aadhaar No: 32xxxxxxxx2543 Status : Representative, Representative of : VAISHNO DEVI REALTY (as PARTNER)
5	Mr SUDESH GUPTA Son of Mr ABHOY NATH GUPTA 35, DR. S.P. MUKHERJEE ROAD, City:- Not Specified, P.O:- DUM DUM, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx3R, Aadhaar No: 31xxxxxxxx5726 Status : Representative, Representative of : VAISHNO DEVI REALTY (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr HARICHAND BISWAS Son of Late B BISWAS RAM NAGAR, BERA, BERA, City:- Not Specified, P.O:- R GOPALPUR, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136			
Identifier Of Mrs RABIA BIBI, Mr MOHANTA KUMAR MALLICK, Mr DIPEN NASKAR, Mr DILIP DUTTA, Mr AJAY KUMAR SINGH, Mr SUDESH GUPTA			

of property for L1

From	To. with area (Name-Area)
Mrs RABIA BIBI	VAISHNO DEVI REALTY-24 Dec

Land Details as per Land Record

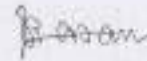
District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: RAJARHAT BISHNUPUR-I, Mouza: Rekjoyani, JI No: 13, Pin Code : 700135

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 32, LR Khatian No:- 5646	Owner:রাবিয়া বিবি, Gurdian:সেখ রফিকুল ইসলাম, Address:কাঁজিয়াপাড়া, রেকজোয়ানী, Classification:বাগান, Area:0.24000000 Acre,	Seller is not the recorded Owner as per Applicant.

12-2022

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 1,78,20,000/-



Sanjoy Basak

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 21-12-2022

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

Presented for registration at 19:40 hrs on 21-12-2022, at the Private residence by Mr MOHANTA KUMAR MALLICK

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

Execution is admitted on 21/12/2022 by Mrs RABIA BIBI, Wife of Mr SK RAFIKUL ISLAM, KANJIALPARA, RECKJOANI, 91 BUS ROAD, P.O: RAJARHAT, Thana: Rajarhat, North 24-Parganas, WEST BENGAL, India, PIN - 700135, by caste Hindu, by Profession House wife

Indetified by Mr HARICHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR, BERA BERA, P.O: R GOPALPUR, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

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

Execution is admitted on 21-12-2022 by Mr MOHANTA KUMAR MALLICK, PARTNER, VAISHNO DEVI REALTY (Partnership Firm), RAJARHAT, BHATENDA, KALIBARI ROAD, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Indetified by Mr HARICHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR, BERA BERA, P.O: R GOPALPUR, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

Execution is admitted on 21-12-2022 by Mr DIPEN NASKAR, PARTNER, VAISHNO DEVI REALTY (Partnership Firm), RAJARHAT, BHATENDA, KALIBARI ROAD, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Indetified by Mr HARICHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR, BERA BERA, P.O: R GOPALPUR, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

Execution is admitted on 21-12-2022 by Mr DILIP DUTTA, PARTNER, VAISHNO DEVI REALTY (Partnership Firm), RAJARHAT, BHATENDA, KALIBARI ROAD, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Indetified by Mr HARICHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR, BERA BERA, P.O: R GOPALPUR, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

Execution is admitted on 21-12-2022 by Mr AJAY KUMAR SINGH, PARTNER, VAISHNO DEVI REALTY (Partnership Firm), RAJARHAT, BHATENDA, KALIBARI ROAD, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

Indetified by Mr HARICHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR, BERA BERA, P.O: R GOPALPUR, Thana: Airport, North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

Execution is admitted on 21-12-2022 by Mr SUDESH GUPTA, PARTNER, VAISHNO DEVI REALTY (Partnership Firm), RAJARHAT, BHATENDA, KALIBARI ROAD, City:- Not Specified, P.O:- RAJARHAT, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700135

by Mr HARICHAND BISWAS, , Son of Late B BISWAS, RAM NAGAR, BERA BERI, P.O: R GOPALPUR,
Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Hindu, by profession Service

Sanjoy Basak

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

On 05-01-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,021.00/- (B = Rs 20,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/12/2022 4:44PM with Govt. Ref. No: 192022230222299181 on 20-12-2022, Amount Rs: 20,021/-, Bank:
Bank of Boroda (BARB0INDIAE), Ref. No. 1315897817 on 20-12-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by by online = Rs 40,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/12/2022 4:44PM with Govt. Ref. No: 192022230222299181 on 20-12-2022, Amount Rs: 40,021/-, Bank:
Bank of Boroda (BARB0INDIAE), Ref. No. 1315897817 on 20-12-2022, Head of Account 0030-02-103-003-02

Sanjoy Basak

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

On 06-01-2023

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.



nt of Stamp Duty

ed that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs

Description of Stamp

1. Stamp: Type: Impressed, Serial no 145042, Amount: Rs.100.00/-, Date of Purchase: 30/11/2022, Vendor name: Suranjan Mukherjee

Sanjoy Basak

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



State of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1523-2023, Page from 24398 to 24435

being No 152300260 for the year 2023.



Digitally signed by SANJOY BASAK
Date: 2023.01.10 17:54:19 +05:30
Reason: Digital Signing of Deed.

Sanjoy Basak

(Sanjoy Basak) 2023/01/10 05:54:19 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)

DATED THE DAY OF 2022

DEVELOPMENT AGREEMENT

BETWEEN

Rabia Bibi
Landowner

Vaishno Devi Realty
Developer

Drafted By
Pinaki Chattopadhyay & Associates
Advocates

Sangita Apartment, Ground Floor
Teghoria Main Road
Kolkata - 700 157
Ph. : 9830061809

Composed By
Jayashree Mondal
Teghoria Main Road
Kolkata - 700 157