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(1) SRI PARVEEN AGARWAL, (PAN- AGPPA1802M), (AADHAR-683800972303)(2) SRI BIKASH AGARWAL, (PAN- AHAPA8484B), (AADHAR-272383048531) all are sons of Late Rajendra Kumar Agarwal, all are by Occupation- Business, all are by Religion - Hindu, all are by Nationality - Indian, all presently residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station- Narendrapur (formerly Sonarpur), Kolkata- 700 084, (1) duly represented by SRI BIKASH AGARWAL by virtue of a General Power of Attorney which was duly registered on 29/01/2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD, Volume No. 1, Pages from 217 to 226, Being No. 00019 for the year 2015, hereinafter called the OWNERS (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

#### AND

RAJWADA REALTY, (PAN - ABAFR2820G), a Partnership Firm having its registered office at 1159, N.S.C. Bose Road, Post Office - Narendrapur, Police Station - Narendrapur previously Sonarpur, Kolkata - 700103, District -South-24 Parganas, duly represented by its Partners namely, (1) SRI PARVEEN AGARWAL, and (2) SRI BIKASH AGARWAL all are sons of Late Rajendra Kumar Agarwal, all are by occupation-Business, all are by faith-Hindu, by Nationality- Indian, all are residing at 26, Mahamaya Mandir Road, Mahamayatala, P.O. - Garia, P.S. Narendrapur (previously Sonarpur), Kolkata- 700 084, District-South 24-Parganas, the Partner No.1 i.e. SRI PARVEEN AGARWAL (PAN: AGPPA1802M) (ADHAAR NO. 6838 0097 2303), represented by his Constituted Attorney the Partner No. 2, i.e. SRI BIKASH AGARWAL (PAN: AHAPA8484B) (ADHAAR NO. 2723 8304 8531), by virtue of a General Power of Attorney which was registered on 15.12.2020 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, Volume No. 1629 - 2020, Pages from 8626 to 8645, Being No. 426 for the year 2020, hereinafter referred to as the "DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his /their assigns) of the SECOND PART.



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WHEREAS one Tarapada Mondal (R.S.Recorded Owner) was the absolute owner of ALL THAT the piece and parcel of land measuring 11 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. Dag no.- 781 under R.S. Khatian No. 196, P.S. – Sonarpur, District – South 24 Parganas, West Bengal.

AND WHEREAS said Tarapada Mondal died intestate leaving behind his six sons namely 1) Gobinda Mondal 2) Satya Charan Mondal 3) Keshto Mondal 4) Tarun Mondal 5) Arun Mondal 6) Anil Mondal and two daughters namely 7) Latika Sandhukha 8) Sanaka Mondal as only his legal heirs and successors.

**AND WHEREAS** said Anil Mondal died intestate leaving behind his wife namely Anima Mondal and two daughters namely Champa Sandhukha and Pampa Mondal as only his legal heirs and successors.

AND WHEREAS said Gobinda Mondal, Satya Charan Mondal, Keshto Mondal, Tarun Mondal, Arun Mondal, Latika Sandhukha, Sanaka Mondal, Anima Mondal, Champa Sandhukha and Pampa Mondal became the absolute joint owners of ALL THAT the piece and parcel of land measuring 11 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. Dag no.- 781 under R.S. Khatian No. 196, P.S. – Sonarpur, District – South 24 Parganas, West Bengal.

AND WHEREAS said Gobinda Mondal, Satya Charan Mondal, Kasto Mondal, Tarun Mondal, Arun Mondal, Latika Sandhukha, Sanaka Mondal, Anima Mondal, Champa Sandhukha and Pampa Mondal sold/transferred/conveyed ALL THAT the piece and parcel of land measuring 11 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. Dag no.- 781 under R.S. Khatian No. 196, P.S. – Sonarpur, within the limits of Rajpur Sonarpur Municipality under ward no. 17 (Previously 16), District – South 24 Parganas, West Bengal in favour of Gajendra Raj Commerce Pvt. Ltd by virtue of a Deed of Conveyance i.e. SAAF BIKRAY KOBALA which was duly registered before the Office of the Additional District Sub-Registrar at Sonarpur, and Being No. 5876 for the year 2007.

AND WHEREAS said Gajendra Raj Commerce Pvt. Ltd became the absolute and lawful owner of ALL THAT the piece and parcel of land measuring 11 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. Dag no.- 781 under R.S. Khatian No. 196, P.S. – Sonarpur, within the limits of Rajpur

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Sonarpur Municipality under ward no. 17 (Previously 16),, District – South 24 Parganas, West Bengal.

AND WHEREAS one Kshetra Mohan Mondal (R.S.Recorded Owner) was the absolute owner of ALL THAT the piece and parcel of land measuring 25 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. Dag no.- 777 & 778 under R.S. Khatian No. 196, P.S. – Sonarpur, District – South 24 Parganas, West Bengal.

**AND WHEREAS** said **Kshetra Mohan Mondal** died intestate leaving behind his wife namely Amritabala Mondal and two sons namely Sashi Bhusan Mondal and Biswanath Mondal as only his legal heirs and successors.

**AND WHEREAS** said Amritabala Mondal died intestate leaving behind her two sons namely Sashi Bhusan Mondal and Biswanath Mondal as only her legal heirs and successors.

AND WHEREAS said Sashi Bhusan Mondal and Biswanath Mondal sold/transferred/conveyed ALL THAT the piece and parcel of land measuring 16 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. Dag no.- 777 under R.S. Khatian No. 196, P.S. – Sonarpur, within the limits of Rajpur Sonarpur Municipality under ward no. 17 (Previously 16), District – South 24 Parganas, West Bengal in favour of Aspective Commercial Pvt. Ltd. by virtue of a Deed of Conveyance i.e. SAAF BIKRAY KOBALA which was duly registered before the Office of the Additional District Sub-Registrar at Sonarpur, and Being No. 5878 for the year 2007.

AND WHEREAS said Aspective Commercial Pvt. Ltd. became the absolute and lawful owner of ALL THAT the piece and parcel of land measuring 16 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. Dag no.- 777 under R.S. Khatian No. 196, P.S. – Sonarpur, within the limits of Rajpur Sonarpur Municipality under ward no. 17 (Previously 16), District – South 24 Parganas, West Bengal.

AND WHEREAS said Sashi Bhusan Mondal and Biswanath Mondal sold/transferred/conveyed ALL THAT the piece and parcel of land measuring 9 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. Dag no.- 778 under R.S. Khatian No. 196, P.S. – Sonarpur, within the limits of Rajpur



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Sonarpur Municipality under ward no. 17 (Previously 16), District – South 24 Parganas, West Bengal in favour of **Gangol Tracon Pvt. Ltd.** by virtue of a Deed of Conveyance i.e. SAAF BIKRAY KOBALA which was duly registered before the Office of the Additional District Sub-Registrar at Sonarpur, and Being No. 5877 for the year 2007.

AND WHEREAS said Gangol Tracon Pvt. Ltd. became the absolute and lawful owner of ALL THAT the piece and parcel of land measuring 9 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. Dag no.- 778 under R.S. Khatian No. 196, P.S. – Sonarpur, within the limits of Rajpur Sonarpur Municipality under ward no. 17 (Previously 16), District – South 24 Parganas, West Bengal.

AND WHEREAS said Gajendra Raj Commerce Pvt. Ltd., Aspective Commercial Pvt. Ltd. and Gangol Tracon Pvt. Ltd. sold/transferred/conveyed ALL THAT the piece and parcel of land measuring 36 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. Dag no.- 781, 777, 778 under R.S. Khatian No. 196, P.S. - Sonarpur, within the limits of Rajpur Sonarpur Municipality under ward no. 17 (Previously 16), District -South 24 Parganas, West Bengal in favour of Parveen Agarwal, Bikash Agarwal, Rajkumar Agarwal by virtue of a Deed of Conveyance which was duly registered before the Office of the A.R.A. I Kolkata, and recorded in Book No.1, CD Volume No.69, Pages from 3925 to 3945, Being No. 2829 for the year 2008.

AND WHEREAS said Parveen Agarwal, Bikash Agarwal, Rajkumar Agarwal became the absolute and lawful joint owners of ALL THAT the piece and parcel of land measuring 36 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. and L.R. Dag no.- 781, 777, 778 under R.S. Khatian No. 196, P.S. – Sonarpur, within the limits of Rajpur Sonarpur Municipality under ward no. 17 (Previously 16), District – South 24 Parganas, West Bengal and mutated their name in BL&LRO office and got new L.R. Khatian no. 4233, 4234 and 4235.

AND WHEREAS said Parveen Agarwal, Bikash Agarwal, Rajkumar Agarwal gifted ALL THAT the piece and parcel of land measuring 16 Decimal which was physically measured 13.93 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla,



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R.S. No. 109, R.S. and L.R. Dag no.- 777 under R.S. Khatian No. 196 appertaining to L.R. Khatian no. 4233, 4234 and 4235, P.S. – Sonarpur, within the limits of Rajpur Sonarpur Municipality under ward no. 17 (Previously 16), District – South 24 Parganas, West Bengal in favour of Rajpur-Sonarpur Municipality by virtue of a Deed of Gift which was duly registered before the Office of the A.D.S.R. Sonarpur, and recorded in Book No.1, CD Volume No.23, Pages from 2531 to 2547, Being No. 9044 for the year 2010.

AND WHEREAS the said Rajkumar Agarwal sold/transferred/conveyed ALL THAT the piece and parcel of land measuring 6.7 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, R.S. No. 109, R.S. & L.R. Dag no.- 781, 778 under R.S. Khatian No. 196 appertaining to L.R. Khatian no. 4235, P.S. – Sonarpur, within the limits of Rajpur Sonarpur Municipality under ward no. 17 (Previously 16), District – South 24 Parganas, West Bengal in favour of Parveen Agarwal, Bikash Agarwal by virtue of a Deed of Conveyance which was duly registered before the Office of the A.D.S.R. Sonarpur, and recorded in Book No.1, Volume No.1608-2024, Pages from 70889 to 70908, Being No. 160804031 for the year 2024.

AND WHEREAS said Parveen Agarwal, Bikash Agarwal became the absolute and lawful joint owners of ALL THAT the piece and parcel of land measuring 20 Decimal be the same a little more or less comprised in Mouza Rajpur, J.L. No.-55, Touzi-251, Pargana-Medanmalla, Ř.S. No. 109, R.S. and L.R. Dag no.-781, 778 under R.S. Khatian No. 196 appertaining to L.R. Khatian no. 4233 and 4234, P.S. – Sonarpur, within the limits of Rajpur Sonarpur Municipality under ward no. 17 (Previously 16), District – South 24 Parganas, West Bengal.

AND WHEREAS the said PARVEEN AGARWAL, BIKASH AGARWAL, the owners herein are the absolute and lawful joint owners of ALL THAT piece and parcel of land measuring 20 Decimal be the same a little more or less which has been obtained after actual measurement that the Vendors physically and enjoy and possess the land measuring 10 Cottah 13 Chittak 25 sq.ft. be the same a little more or less the split-up of the of land details given hereunder

SRL No.	R.S. & L.R. Dag	R.S.	Land Area
		Khatian	



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		Khatian	
1	781	196	11 Dec.
2	778	196	09 Dec.
	Total		20 Dec

comprised in Mouza-Rajpur, J.L. No. 55, Touzi No. - 251, in R.S. & L.R. Dag No. 781, 778 under R.S. Khatian No. 196, appertaining to L.R. Khatian No. 4233, 4234 and 4235, Police Station - Sonarpur, A.D.S.R. Sonarpur, within the limits of Rajpur-Sonarpur Municipality under Ward No. 17 previously 16, Holding No. 116, Ishan Mitra Lane, Kolkata -700149, District- South 24 Parganas, West Bengal, which is more fully and particularly described in the FIRST SCHEDULE hereunder written, and hereinafter referred to as the "SAID PROPERTY", and have been peacefully possessing the said property without any disturbance and claim whatsoever of the others and have been paying the Government Rents thereon regularly, and approached RAJWADA **REALTY**, the Developer herein, in order to fulfil their desire of developing his Said Property more fully described in the FIRST SCHEDULE hereunder written, and the Developer herein having accepted the proposal of the Owner, and agreed to enter into a Development Agreement for construction of several residential building on the Said Property as per plan to be sanctioned by the Rajpur-Sonarpur Municipality.

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

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

#### ARTICLE -I: DEFINITION

**OWNER**: Shall mean and include the Party of the First Part herein and his heirs, executors, legal representatives, administrators and/or assigns.

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

SAID PROPERTY: shall mean and include ALL THAT piece and parcel of



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land measuring **20 Decimal** be the same a little more or less which has been obtained after actual measurement that the Vendors physically and enjoy and possess the land measuring **10 Cottah 13 Chittak 25 sq.ft.** be the same a little more or less the split-up of the of land details given hereunder

SRL No.	R.S. & L.R. Dag	R.S. Khatian	Land Area
1	781	196	11 Dec.
2	778	196	09 Dec.
	Total		20 Dec

comprised in Mouza- Rajpur, J.L. No. 55, Touzi No. - 251, in R.S. & L.R. Dag No. 781, 778 under R.S. Khatian No. 196, appertaining to L.R. Khatian No. 4233, 4234 and 4235, Police Station – Sonarpur, A.D.S.R. Sonarpur, within the limits of Rajpur-Sonarpur Municipality under Ward No. 17 previously 16, Holding No. 116, Ishan Mitra Lane, Kolkata -700149, District- South 24 Parganas, West Bengal, which is more fully and particularly described in the **FIRST SCHEDULE** hereunder written, and hereinafter referred to as the "SAID PROPERTY", and have been peacefully possessing the said property without any disturbance and claim whatsoever of the others and have been paying the Government Rents thereon regularly.

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

- 1.1 <u>NEW BUILDING</u>: shall mean and include such multi-storeyed building/s to be constructed on the said property as per the Building Plan to be sanctioned by the Rajpur-Sonarpur Municipality.
- 1.2 <u>COMMON FACILITIES</u>: shall mean and include corridors, stair-cases, lobbies, ways, landings, common passages, boundary wall, water reservoirs, water tanks, pump motor, electrical and sanitary installations, fixtures and fittings, ingress and egress to and from the said proposed New Building etc. and roof of the building and other facilities and amenities to be provided thereat.

## 1.3 OWNER'S ALLOCATION:

The Owner Allocation shall mean 20% (Twenty percent) for G+3 into the proposed structure raised in R.S. Dag No. 781 & 778 of the total



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constructed area, and/or F.A.R. of the proposed building together with undivided proportionate share in the said land, together with undivided proportionate share in the common areas, and common parts, amenities and facilities therein provided, subject to the provisions of the covenants of the Owner, incorporated herein, and a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) out of total amount of Rs. 1,00,000/- (Rupees One Lakh Only) would be paid on the date of registration on this instant agreement and the rest amount of Rs. 50,000/- (Rupees Fifty Thousand Only) would be paid after obtaining the Sanction Plan from appropriate authority and/or as demandable by the Owner herein and the same amount of Rs. 1,00,000/- (Rupees One Lakh Only) as and by way of interest free refundable Security deposit, to be paid by the Developer to the Owner subject to the provisions in Owner Covenants Clause and Security Deposit & Advance Clause.

# 1.4 DEVELOPER'S ALLOCATION:

The Developer.'s Allocation shall mean 80% (Eighty percent) into the proposed structure raised in R.S. Dag No. 781 & 778 of the total constructed area, and/or F.A.R. of the proposed building together with undivided proportionate share in the said land, together with undivided proportionate share in the common areas, and common parts, amenities and facilities therein provided, subject to the provisions of the covenants of the Owner, incorporated herein, and a sum of Rs. 1,00,000/-(Rupees One Lakh Only) as and by way of interest free refundable Security deposit, to be paid by the Owner to the Developer subject to the provisions in Owner' Covenants Clause and Security Deposit & Advance Clause.

- **1.5 BUILDING PLAN**: Shall mean and include the building plan and/or the modified plan to be approved by the parties hereto and thereafter duly sanctioned by the Rajpur-Sonarpur Municipality.
- **1.6 <u>COMMON PORTIONS</u>:** Shall mean all the common areas and installations to comprise in the said Property after development which is more fully described in the **Fifth Schedule** hereto.
- 1.7 <u>COMMON EXPENSES</u>: Shall mean and include all expenses inclusive of maintenance of the said Property as more fully described in the **Sixth Schedule** hereto.



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**1.8 PROPORTIONATE:** With all its cognate variations shall mean such ratio of the covered area of any Unit which shall be in relation to the super built up of the covered areas of all the Units in the new building/s.

## ARTICLE - II: DATE OF COMMENCEMENT

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

## ARTICLE -III: OWNER'S REPRESENTATION

- **3.1**. The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the Said Property more fully and particularly described in the **First Schedule** hereunder written, free from all encumbrances whatsoever and he has not entered into any agreement or contract with any person or persons in respect of the Said Property and has not received any advance or part payment thereof.
- **3.2.** The said land is not affected by any Scheme of acquisition or requisition of the State/Central Govt. or any local body/authority and the same has a clear and marketable title.
- **3.3** There is no vacant land in the Said Property within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- **3.4** The Said Property is free from all encumbrances, charges, mortgages, lien, lis-pendens, attachments whatsoever or howsoever and there is no tenant (of any type whatsoever) in the property or any portion thereof.

## ARTICLE-IV: DEVELOPER'S REPRESENTATION

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

# ARTICLE -V: DEVELOPMENT WORK

**5.1** The Developer shall carry on or cause to be carried on the work of development in respect of the Said Property by constructing building/s, comprised of several self-contained flats, car parking space/s and other space/s and will sell the flats, car parking space/s and other spaces together with undivided proportionate share or interest in the land and proportionate



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share in the common parts, common areas, amenities and facilities provided thereat unto and in favour of the prospective purchaser or purchasers, out of its allocation stated above, save and except the Owner' Allocation.

5.2 The Developer shall handover the Owner allocation at first after completion of the project with Completion Certificate of Owner's respective share and the Owner shall not prevent the Developer or authorised agent from carrying out construction / installation / modification in Developer's allocation unless noise and pollution become extremely unbearable.

## ARTICLE -VI: DEVELOPER'S COVENANT

- **6.1** The Developer out of its own fund shall complete and/or cause to be completed the construction of the Said New Building/s and cause deliver to the Owner her Allocation as stated hereinbefore, within 42 (Forty Two) months from the date of obtaining the Sanctioned Building Plan and further there shall be a grace period of 6 months for completion of construction of the Said New Building/s Act of God or beyond the control of the Developer.
- **6.2** The Development of the Said Property and/or construction of the proposed New Building/s shall be made by the Developer on behalf of the Owner herein at its own costs.
- **6.3**The Developer at its own costs and expenses apply for and obtain all necessary approvals, clearances, permissions, registration, licences, sanctions and/or permission or No Objection Certificates from the appropriate authorities as may from time to time be necessary for the purpose of carrying on the work of development of the Said Property, hence, the Developer shall obtain necessary approvals, clearances, permissions, registration, licences, sanctions and/or permission from the appropriate authority/Rajpur-Sonarpur Municipality and provide a photocopy of the same to the Owner if requested at the time handing over the possession of the Owner.
- **6.4** The Developer shall at its own costs and expenses apply for and obtain temporary and/or permanent connection for supply of water and other inputs as may be required in the Said New Building.
- 6.5 The Developer will pay on the date of registration of this Development Agreement a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) out of total amount of Rs. 1,00,000/- (Rupees One Lakh Only) and the rest amount of Rs. 50,000/- (Rupees Fifty Thousand Only) would be paid after obtaining



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the Sanction Plan from appropriate authority and/or as demandable by the Owner herein and the same amount of **Rs. 1,00,000/- (Rupees One Lakh Only)** shall be refunded in full by the owner to the Developer at the time of handing over of the possession of the owner's allocation without any delay.

## ARTICLE-VII: OWNER' COVENANTS

- 7.1 The Owner shall appoint, nominate and constitute the Developer as his Constituted Attorney by executing a General Power of Attorney to be registered in favour of the Developer authorizing and/or empowering the Developer to do all acts, deeds, matters and things necessary for completion of the work of development of the Said Property and/or for construction of the said proposed New Building/s and/or to sell and mortgage and/or gift the Developer's respective Allocation, any whom whatsoever, as per terms of this Agreement. The Owner shall execute a Development Power of Attorney in favour of the Developer for the purpose of selling of the Owner's allocation. The clause relating to sell and sell proceeds in the said Power of Attorney shall not be operative after execution of Development Power of Attorney agreement. In respect of Developer's allocation the Owner shall not be liable to the intending purchasers in any matters whatsoever except saleable title of land of the said multi-storied building.
- 7.2 The Owner shall be bound if so required by the Developer, to sign, execute and deliver all agreements with the intending purchaser(s) applications, papers, documents and declarations to enable the Developer to apply for and obtain due sanction for electricity, sewerage, water and other public utility services to be provided in or upon the Said New Building/s and to co-operate with the Developer in respect of modification of and/or rectification to the plan sanctioned by the Rajpur-Sonarpur Municipality and for all those acts, deeds and things the Owner shall grant further Development Power of Attorney in favour of the Developer as and when it may be necessary, hence, the Developer shall obtain the Completion Certificate from the appropriate authority/Rajpur-Sonarpur Municipality and provide a photocopy of the same to the Owner if requested at the time of handing over the possession of the Owner.
- **7.3** The Owner shall hand over the peaceful and vacant possession of the Said Property more fully described in the Schedule hereunder written on the date of execution of this instant Development Agreement to the Developer herein for the purpose of development of the Said Property.



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- **7.4** The Owner shall not in any manner obstruct the carrying on with the Development work of the Said Property and/or construction of New Building/s on the said land as agreed. Moreover the Owner and the Developer shall have no right to claim anything except their respective allocations in the said proposed New Building/s.
- 7.5 The Owner shall deliver title deed in original and photocopy/ies of R.S. Parcha and all other papers and documents relevant to the title, to the Developer at the time of selling and transferring the said Developer's Allocation and the Developer herein shall retain the said deed/s in original, all papers and documents so handed over to the Developer, as long as the sale of the Developer's Allocation to the intending Purchaser/s is not completed; and the Developer shall issue an Acknowledgement of Receipt of receiving the documents.
- **7.6** The Developer shall be entitled to sell only its Allocation with the proportionate share or interest in the land to the intending purchaser/s but there shall be prospect of executing supplementary between the Parties herein for delegation of right to sale the Owner Allocation to the Developer herein and in that case the Owner shall be simultaneously reimbursed from the consideration money of the sale proceeds.
- 7.7 That the Owner herein shall be liable to bear any cost or any legal liabilities which may arise out of any adjoining encumbered land with the respective Dag No. 781 and 778 of the said property and responsible to solve any dispute regarding the right, title and interest of the Owner herein in respect of the said property and the Owner shall be liable to refund the entire deposited amount to the Developer for any such instance.
- **7.8** That the Owner herein shall be liable to pay Entire Amount Refundable Security Deposit duly paid by the Developer on or before receiving the Possession Letter of the building on the Said Property and after receiving the entire Security Deposit along with other charges as mentioned herein above the Developer shall issue the Possession Letter of the flat/s and/or car parking space/s to the Owner herein.
- **7.9** That the Owner and the Developer herein shall be entitled to sell/transfer/convey only their Allocation consisting of several flat/s and car parking space/s along with the proportionate share or interest in the land to the intending purchaser/s and the Developer shall also provide respective and/or relevant documents of their allocation in the proposed housing project on the said property.



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#### ARTICLE-VIII: CONSTRUCTION

- **8.1** The construction of the said New Building/s shall be made by the Developer as per the Building Plan sanctioned by the Rajpur -Sonarpur Municipality and in accordance with the process of work agreed on mutual consent of the Parties herein.
- **8.2** The Developer shall be entitled to cause necessary modification of and/or rectification to the Building Plan/s and obtain sanction thereof by the Rajpur-Sonarpur Municipality, if required, for the purpose of completion of construction of the New Building/s.
- **8.3** The Developer may appoint employ and retain such masons, Architects, Engineers, Contractor, manager, supervisors, caretaker/s and other employees for the purpose of carrying on the work of development of the Said Property and/or for carrying on with the construction of the said New Building/s, as the Developer shall at its own discretion deem fit and proper.
- **8.4** The Developer herein shall solely be liable to or responsible for the payment of electric charges, salaries, wages, charges and remuneration of masons, supervisors, architects, contractors, Engineers, caretaker and other staff and employees as may be retained appointed and/or employed by the Developer till completion of construction of the Said New Building/s along with all cost of construction and in this regard the Owner shall not in any manner would be made responsible or held liable for the same.
- **8.5** The Developer herein shall be entitled to receive Entire Amount of Refundable Security Deposit on or before issuing the Possession Letter of the flat/s and/or car parking space/s to the Owner herein, or shall be refunded in full by the Owner to the Developer at the time of handing over of the possession of the Owner allocation without any delay.
- **8.6** The owners shall have no responsibilities for the proposed project or construction except to deliver vacant position of land and sign on relevant papers and documents required by the developer.

## ARTICLE-IX: SPACE ALLOCATION

9.1 There shall be a Supplementary Agreement by and between the Parties herein, regarding allocation of their respective spaces ONLY in the New



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Building/s after the building plan has finally been sanctioned by the Municipality.

#### ARTICLE-X: RATES & TAXES

- **10.1** The Owner, Developer and their respective transferees shall bear and pay proportionate the municipal taxes, building taxes and other rents rates and taxes whatsoever as may be found payable in respect of the Said New Building/s and together with proportionate land.
- 10.2 The Owner, Developer and their respective transferees shall from the date of receiving the notice of handover of possession of their allocation/flats and others, shall be liable to bear and pay the proportionate amount towards the cost of maintenance and service charges at the rate of Rs. 2/- per sq. ft. towards their respective area of Allocations in the Said New Building/s in the Said Property and such charges shall be paid by the Owner at the time of taking possession of their allocation for the next one year.
- 10.3 The purchaser/s and/or occupiers of the respective flats in the Said New Building/s will form an Association for the purpose of proper maintenance of the Said New Building, common areas and essential services thereof, including collection and disbursement of the maintenance charges and expenses.
- 10.4 The Owner and developer shall be liable to bear and to pay Income Tax, Wealth Tax, CGST and SGST or any other taxes, when will be applicable by the competent authority of the State Government and Central Government, as the case may be, in respect of their relevant allocations and consideration money, the Developer shall not be liable for any taxes payable by the Owner in respect of their allocation.

## ARTICLE-XI: JOINT DECLARATION

- 11.1 During the continuance of this Agreement, the Owner herein shall not sell, transfer, encumber, mortgage or otherwise deal with or dispose of her right, title and interest in the Said Property in any manner whatsoever and shall not do any act, deed, matter or thing which may in any manner whatsoever cause obstruction in the matter of development and construction of the New Building in the Said Property.
- 11.2 During the continuance of this Agreement, if the land Owner died leaving behind his/her legal successor/s, the successor/s shall be liable to continue this Instant Development Agreement and also shall execute



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Development Power in favour of the Developer without raising any further objection and/or claim whatsoever.

Resolve that until the instant Development Agreement is completed as to the sanctioned plan and completion certificate is obtained through Appropriate Municipal or Administrative body, the Owner will not be able to sell / convey / exchange / transfer of any kind / mortgage its share of allocation.

- 11.3 The Developer shall unless prevented by any Act of God or act beyond the control of the Developer, complete the construction of the said building/s within 42 (Forty Two) months from the date of obtaining the building plan duly sanctioned by the Municipality and further there shall be a grace period of 6 months for completion of construction of the Said New Building/s subject to Clause No. 6.1 herein.
- 11.4 The Owner till date has not taken any advance from any person or persons towards booking of any portion of his allocation in the Said Property and the Owner has not encumbered the same in any manner whatsoever and declare that the Said Property is still free from all encumbrances and they have a good, clear and marketable title into the Said Property.
- 11.5 The Owner shall be bound to make registration of sale deed/s in respect of all flats and spaces of Developer's Allocation at the cost of the intending Purchaser(s) without any claim or demand thereof whatsoever. The Owner shall co-operate with the Developer for such registration and shall have no objection to join as a party through constituted attorney/authorised representative in the proposed Deeds of Conveyance.
- 11.6 Nothing contained in these presents shall be construed as a demise or assignment or conveyance or transfer in law by the Owner in favour of the Developer save as herein expressly provided and also the exclusive license and/or contract to the Developer to commercially exploit the Said Property in terms hereof on specific agreement basis subject to fulfilment of terms and conditions, failing which Developer shall have no right to sell the flats and spaces in the said New Building/s.
- 11.7 The Owner and the Developer have entered into this Agreement purely on contract basis and nothing herein contained shall be deemed or construed to be a partnership between the parties in any manner nor shall be parties hereto constitute an Association of persons.
- 11.8 The Developer shall invest required finances for construction and completion of the Said New Building/s from its own resources as well as



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taking assistance from any financial institution, which may be taken from any Bank/s and/or financial institution/s, and in that case the Developer can mortgage and/or create charge on the developer's allocated area only in the said new building/s and in case of non-repayment of the said mortgage loan by the Developer there will be no liability of the Owner whatsoever.

- 11.9 It is agreed and recorded that the Developer alone shall be liable to repay entire loans together with interest thereon to the Banks and/or financial institutions along with all other related charges thereof and the Owner shall not be liable in any manner in respect of repayment of the said loan.
- **11.10** The Owner shall appear physically with respective documents in the Government Office and Court when will be required to appear.
- **11.11**The Owner and Developer shall be liable to pay all CGST and SGST or any other taxes as applicable in proportion to their area of Allocation in the Said New Building in the Said Property.
- 11.12 This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.
- 11.13 It is hereby agreed by and between the parties herein that, the party of the First Part and the respective successors heirs, executors, administrators, legal representatives and/or assigns, herein shall co-operate and/or bound to provide their grant with the Developer for the amalgamation/mutation/any other kind of administrative and Municipal proceedings with the adjacent lands of the Said Property described in the First Schedule hereunder written for construction of another phase or block in the same Project and for such construction the common entrance is to be used for free access to the Phase/Block in that event the Land Owner/FirstPart shall have no right to claim or demand whatsoever and if the Land Owner/First Part or anybody claiming through or under him/her that shall be null and void and inoperative before all courts of law and the Agreement for development of the adjacent lands have already been executed by and between the respective Land Owner and the Developer herein and therein.

The successors or legal representatives of the Owner and the Developer shall be liable to oblige with the terms and conditions of this instant agreement



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and in no circumstances, can deny and/or raise objection in respect to the continuation of this agreement, otherwise that shall be null and void.

- **11.14** In case of violation of terms and conditions of this agreement either of the parties shall have the right to rescind this agreement and claim / compensation and remedy against other.
- 11.15 It is pertinent to mention that the common rights and facilities are enjoyable by the Owners and the Developer and his intending purchaser of the flat/s, none will be entitled to sell the common rights and facilities.
- 11.16 The Owners and the Developer shall have proportionate right, title and interest proportionate to their respective allocation of share in the land as well as all constructions, amenities made and provided in the premises whereon the said multi-stories building stands.
- 11.17 All Owners of the multi-storied building shall enjoy common right of pumping, water, electricity, passage, staircase, overhead tank and for enjoyment of common services and amenities for which cost of maintenances or other charges shall be borne by the Owners proportionally as to the decision taken by the Association of the Building or any other concerned body. This provision shall be included into the prospective Deed of Conveyance of the intending purchaser/s of the flat.
- 11.18 The layout/design/construction/materials of the building may be altered if required for cause of betterment and/or statutory obligations.
- 11.19 The roof of the constructed building shall remain for common use of the Owners and Developer and/or intending purchaser/s.

# ARTICLE-XII: SECURITY DEPOSIT & ADVANCE

12.1 It is agreed and recorded that the Developer will pay on the date of registration of this Development Agreement a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) out of total amount of Rs. 1,00,000/- (Rupees One Lakh Only) and the rest amount of Rs. 50,000/- (Rupees Fifty Thousand Only) would be paid after obtaining the Sanction Plan from appropriate authority and/or as demandable by the Owner herein and the same amount of Rs. 1,00,000/- (Rupees One Lakh Only) and the same shall be refunded in full by the Owner to the Developer at the time of handing over of the possession of the Owner allocation without any delay or shall be refunded in full by the Owner to the Developer at the time of handing over of the possession of the Owner' allocation without any delay.



#### ARTICLE-XIII: INDEMNITY

- 13.1 That the Owner shall keep the Developer indemnified against all liabilities of the said Property and the Developer shall keep the Owner indemnified against damages that may arise in course of construction and completion of the Said New Building/s in the Said Property.
- 13.2 The Developer will take necessary action against any work found to have been defective, and shall withhold any claim or demand made by the contractor or sub-contractor as the case may be, within appropriate time and may compensate for the same without holding the Owner in any way liable in any manner.

#### ARTICLE - XIV : OBLIGATIONS OF DEVELOPER

- **14.1** That the Owner and the Developer shall frame a scheme for the management and administration of the proposed New Building/s to be constructed at the Said Property and all intending Purchasers and occupiers shall abide by all the rules and regulations to be framed in connection with the management of the affairs of the Said New Building/s.
- 14.2 On completion of the construction of the proposed New Building/s by the Developer and the same be ready for occupation, the Developer shall give written notice to the Owner or their notified nominees to occupy their respective constructed areas and/or Allocations in the proposed New Building/s and on expiry of 30 (thirty) days from the date of the said notice the Owner and the Developer shall become liable for payment of proportionate maintenance charges and Municipal rates and taxes and duties or any impositions payable in respect thereof henceforth at the rate of Rs. 2/- per sq. ft. towards his Allocation in the proposed New Building/s in the Said Property and such charges shall be paid by the Owner as soon as the possession of respective allocation is offered to the Owner.

#### ARTICLE - XV : JURISDICTION & ARBITRATION

15.1 In case of any dispute or differences between the parties hereto concerning or relating to or arising out of this Agreement or with regard to the construction or interpretation of this Agreement or any of the terms herein contained, the dispute shall be adjudicated in the court within Sub-divisional Courts of Baruipur and Alipore under the jurisdiction of High Court at Calcutta.

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- 15.2 During the continuance of this Agreement, if any of the land owner died leaving behind his/her legal successor/s, the successor/s shall be liable to continue this Instant Development Agreement and also shall execute Development Power in favour of the Developer without raising any further objection and/or claim whatsoever.
- 15.3 The developer shall prepare plan of the multi-storied building and get it sanctioned and shall construct, erect and complete the owners allocations in the building first of all with common facilities, amenities on the land and building in accordance with the sanctioned plan with good and standard materials as specified in the Fourth Schedule at his own cost within 12 months and six months of grace period from the date of execution of this agreement unless prevented by natural calamities like flood, earthquake, riots and legal dispute and the period of construction however shall be extended by mutual consent of both parties.
- 15.4 The developer after completion of the construction of the said building first of all will provide owner's allocation against the refundable security deposit and without doing so, the builder shall neither hand over the possession of the flats to the intending buyers/purchasers nor execute Deed of Sale in their favour in respect of Owner's allocations. The Developer before putting the owner's allocations to the respective owners in possession of their flats must obtain fitness or completion certificate, as the case may be from the Rajpur-Sonarpur Municipality or/and handover the same within the limit of 42 months and the period might be enhanced by mutual consent by the parties herein.

### ARTICLE-XVI: SUPPLEMENTARY AGREEMENT

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



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#### FIRST SCHEDULE ABOVE REFERRED TO

**ALL THAT** piece and parcel of land measuring **20 Decimal** be the same a little more or less which has been obtained after actual measurement that the Vendors physically enjoy and possess the land measuring **10 Cottah 13 Chittak 25 sq.ft.** be the same a little more or less the split-up of the of land details given hereunder

SRL No.	R.S. & L.R. Dag	R.S. Khatian	Land Area
1	781	196	11 Dec
2	778	196	09 Dec.
	Total		20 Dec

comprised in Mouza- Rajpur, J.L. No. 55, Touzi No. - 251, in R.S. & L.R. Dag No. 781, 778 under R.S. Khatian No. 196, appertaining to L.R. Khatian No. 4233, 4234 and 4235, Police Station – Sonarpur, A.D.S.R. Sonarpur, within the limits of Rajpur-Sonarpur Municipality under Ward No. 17 previously 16, Holding No. 116, Ishan Mitra Lane, Kolkata -700149, District- South 24 Parganas, West Bengal, together with all easements rights and appurtenances thereto, and property is adjacent to 20 Ft. wide approach metal road named Ishan Mitra Lane.

#### SECOND SCHEDULE ABOVE REFERRED

(Owner' Allocation)

The Owner's Allocation shall mean 20% Twenty Percent) for G+3 Structure of the total constructed area, and/or F.A.R. of the proposed building together with undivided proportionate share in the said land, together with undivided proportionate share in the common areas, and common parts, amenities and facilities therein provided, subject to the provisions of the covenants of the Owner, incorporated herein, and a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) out of total amount of Rs. 1,00,000/- (Rupees One Lakh Only) would be paid on the date of registration on this instant agreement and the rest amount of Rs. 50,000/- (Rupees Fifty Thousand Only) would be paid after obtaining the Sanction Plan from appropriate authority and/or as demandable by the Owner herein and the same amount of Rs. 1,00,000/- (Rupees One Lakh Only) as and by way of interest free refundable Security deposit, is to be paid by the Owner to the Developer subject to the provisions in Owner's Covenants Clause and Security Deposit & Advance Clause if the proposed sanction building plan is finalized as G+3.



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

The Developer.'s Allocation shall mean 80% (Eighty percent) into the proposed structure raised in R.S. Dag No. 781 & 778 of the total constructed area, and/or F.A.R. of the proposed building together with undivided proportionate share in the said land, together with undivided proportionate share in the common areas, and common parts, amenities and facilities therein provided, subject to the provisions of the covenants of the Owner, incorporated herein, and a sum of Rs. 1,00,000/-(Rupees One Lakh Only) as and by way of interest free refundable Security deposit, to be paid by the Owner to the Developer subject to the provisions in Owner' Covenants Clause and Security Deposit & Advance Clause.

#### FOURTH SCHEDULE ABOVE REFERRED TO

- 1. Walls : As per sanctioned Building Plan.
- 2. Floor: all floors surfaced with tiles/marble (2' x 2') and internal wall surface will be plaster of Paris.
- 3. Kitchen: kitchen will be finished with black granite on the top would be finished with branded type wall tiles upto 2' height above slab.
- 4. Toilet : toilet wall will be equipped with glazed tiles upto 5' 6" from the floor and one Western type of toilet pan, one shower and two tap points.
- 5. Electric: all electric wiring will be concealed type, each bedroom and dining room will have three light points, one fan point and one plug point and kitchen will have one power point, one exhaust fan point and light point AND POINT FOR Air-conditioning system and verandah and toilet will have one light point each, one exhaust fan point.
- Plumbing: internal and external plumbing works will be of surface type and of PVC pipe line.
- 7. Rain water line will be also made of PVC pipe.
- 8. There will one tube well and one overhead PVC tank.
- 9. Underground waste line will be of S.W. pipe in 4" diameter.
- 10. All windows will be made of Aluminum Sliding Window with 5 mm glass pane.
- 11. All doors frames will be of 4" x 2.5" wood made.
- 12. Internal and external door will be flush door of ply.



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#### FIFTH SCHEDULE ABOVE REFERRED TO

#### (The Common Areas)

- 1. Entrance and exits of the premises.
- 2. Security Guard's room/care taker's room.
- 3. Elevator/Lift with capacity of five passengers of Adams or equivalent make.
- 4. Any common areas in the new building, foundation, columns, beams etc.
- 5. Pump and motor, Stair Cases, common passages, water lines, boundary wall, water tanks and reservoirs, electrical wiring, transformer, fixtures and fittings, vacant space, roof, gates.

### SIXTH SCHEDULE ABOVE REFERRED TO

### (common expenses to be paid proportionately)

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



And Dist. Sub Registrar Sonarpur \ South 24 Parganas

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

#### SIGNED, SEALED & DELIVERED

In presence of Witnesses:-

1. Shoreya Roy Kol-GI

2. Substh pl-103

Drafted by

Priya Chakonabonty

Advocate
Alipone Judges Count
F/3041/2414/2021



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#### MEMO OF CONSIDERATION

The Developer will pay on the date of registration of this Development Agreement a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) by cheque / demand draft as and by way of part payment of total refundable money without interest as per memo below:

Mode of Payment/ Cheque No. or DD  No	<u>Date</u>	<u>Bank</u>	Cheque Amount
000060	24/07/24	BANDHAN	50,000/-
	TOTAL	,	Rs. 50,000/-

( Ser Jaco

Rs. 50,000/- (Rupees Fifty Thousand Only).

SIGNED, SEALED & DELIVERED

in presence of the following

WITNESSES:

1. Shreya Roy Kol-61

2. Subst h M-103

> As Lawfully & Constituted Attorney of Parveen Aganus

OWNERS'



Schulpur South 24 Parganas

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	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					
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NAME BIKASH AGARWAL
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Left Hand					
Right Hand		8			4
		T 9			1

NAME	 	
SIGNATURE		

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SIGNATURE .....

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SIGNATURE



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





GRN	Detail	S
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GRN:

192024250135781978

Payment Mode:

SBI Epay

**GRN Date:** 

24/07/2024 15:31:56

Bank/Gateway:

SBIePay Payment

Gateway

BRN:

8139226715233

**BRN Date:** 

24/07/2024 15:32:25

Gateway Ref ID:

**IGARPBDNE7** 

Successful

Method:

State Bank of India NB

**GRIPS Payment ID:** 

240720242013578196

Payment Init. Date:

24/07/2024 15:31:56

Payment Ref. No:

2001940303/6/2024

[Query No/\*/Query Year]

#### **Depositor Details**

**Payment Status:** 

Depositor's Name:

Mr BIKASH AGARWAL

Address:

MAYAMATALA, GARIA, KOL-84

Mobile:

8820607014

Period From (dd/mm/yyyy): 24/07/2024

Period To (dd/mm/yyyy):

24/07/2024

Payment Ref ID:

2001940303/6/2024

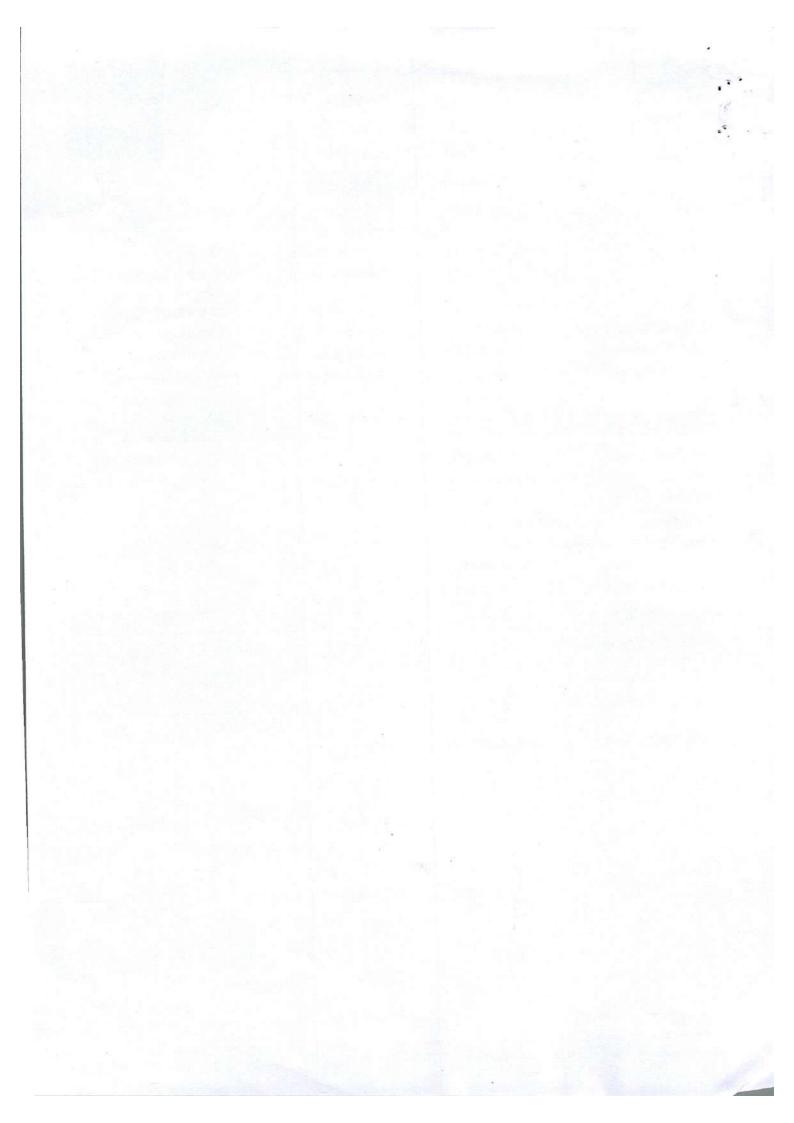
Dept Ref ID/DRN:

2001940303/6/2024

#### **Payment Details**

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001940303/6/2024	Property Registration- Stamp duty	0030-02-103-003-02	
2	2001940303/6/2024	Property Registration-Registration Fees	0030-02-103-003-02	500
		and the second second	Total	501

IN WORDS: FIVE HUNDRED ONE ONLY.





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





GRN	De	tai	ls
Commercial Services	105000	20000	and a

GRN:

**GRN Date:** 24/07/2024 13:44:59

BRN: 2451164105646 Gateway Ref ID: **IGARPASUZ2** 

**GRIPS Payment ID:** 

Payment Status:

192024250135568788

240720242013556877

Successful

Payment Mode: Bank/Gateway:

**BRN Date:** Method:

Payment Init. Date:

Payment Ref. No:

SBI Epay

SBIePay Payment

Gateway

24/07/2024 13:45:32

State Bank of India NB

24/07/2024 13:44:59

2001940303/1/2024

[Query No/\*/Query Year]

#### **Depositor Details**

Depositor's Name:

Mr BIKASH AGARWAL

Address:

GARIA, SONARPUR, 700084

Mobile:

9831376881 Period From (dd/mm/yyyy): 24/07/2024

Period To (dd/mm/yyyy):

24/07/2024

Payment Ref ID:

2001940303/1/2024

Dept Ref ID/DRN:

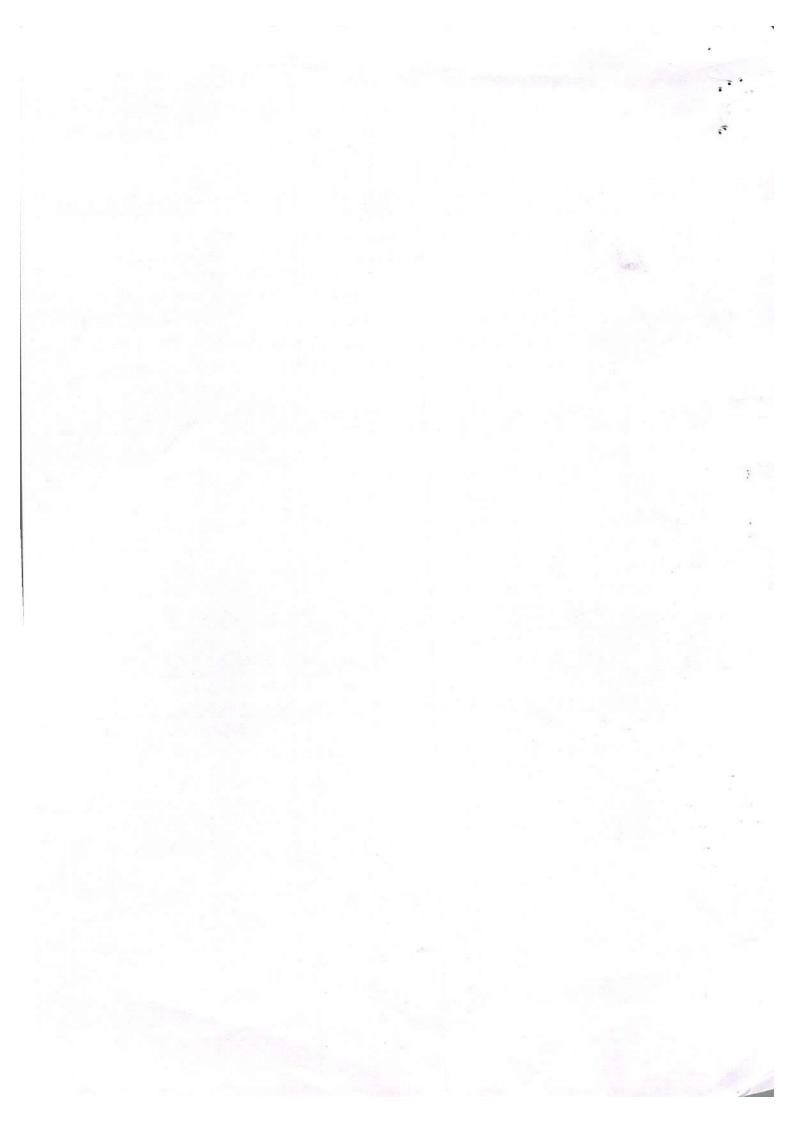
2001940303/1/2024

#### **Payment Details**

SI. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001940303/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	9920
2	2001940303/1/2024	Property Registration-Registration Fees	0030-03-104-001-16	21

Total NINE THOUSAND NINE HUNDRED FORTY ONE ONLY. IN WORDS:

9941



## Major Information of the Deed

Deed No:	I-1608-06364/2024	Date of Registration	04/07/0004	
Query No / Year	1608-2001940303/2024		24/07/2024	
Query Date		Office where deed is re	gistered	
	21/07/2024 11:13:41 PM	A.D.S.R. SONARPUR, D Parganas	istrict: South 24-	
Applicant Name, Address & Other Details	Priya Chakroborty Thana: Behala, District: South 2: 7980516998, Status: Advocate		PIN - 700061, Mobile No	
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement				
		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other		
Set Forth value		trial irrimovable Property	Receipt [Rs : 50,000/-]	
Rs. 50,000/-		Market Value		
Stampduty Paid(SD)		Rs. 72,72,720/-		
Rs. 10,021/- (Article:48(g))		Registration Fee Paid		
		Rs. 521/- (Article:E E D)		
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing th	e assement slin (Urban	

#### Land Details:

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: ISHAN MITRA LANE, Mouza: Rajpur, , Ward No: 17 Jl No: 55, Pin Code: 700149

Sch No	Number	Khatian	Land Proposed	Use	Area of Land	SetForth	Market	Other Details
L1	RS-781	RS-196	Bastu	Bagan	27.5	Value (In Rs.)	Value (In Rs.)	Care Details
L2	RS-778	20.44		Dagan	11 Dec	25,000/-	39,99,996/-	Width of Approach Road: 20 Ft., Adjacent to Metal
	NO-778	RS-196	Bastu	Bagan	9 Dec	25,000/-		Road,
	7 l				200	25,000/-		Width of Approach Road: 20 Ft., Adjacent to Metal
		TOTAL:						Road.
	Grand	Total:			20Dec	50,000 /-	72,72,720 /-	
		· otur ·			20Dec	50,000 /-	72,72,720 /-	

### Land Lord Details:

SI No	Name,Address,Photo,Finger print and Signature
1	Mr PARVEEN AGARWAL  Son of Late RAJENDRA KUMAR AGARWAL City:-, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX1, PAN No.:: AGXXXXX2M, Aadhaar No: 68xxxxxxxx2303, Status: Individual, Executed by:



Name	Photo	Finger Print	SI
Mr BIKASH AGARWAL Son of Late RAJENDRA KUMAR AGARWAL Executed by: Self, Date of Execution: 24/07/2024 Admitted by: Self, Date of Admission: 24/07/2024 ,Place Office		Captured	Signature
City:- , P.O:- GARIA, P.S:-So	24/07/2024	LTI 24/07/2024	24/07/2024

City:- , P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:-700084 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX2, PAN No.:: AHxxxxxx4B, Aadhaar No: 27xxxxxxxx8531, Status :Individual, Executed by: Self, Date of Execution: 24/07/2024, Admitted by: Self, Date of Admission: 24/07/2024, Place: Office

### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
	RAJWADA REALTY  City:-, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103 Date of Incorporation:XX-XX-2XX9, PAN No.:: ABxxxxxxx0G,Aadhaar No Not Provided by UIDAI, Status:Organization,

### Attorney Details:

Name	Photo		
Mr BIKASH AGARWAL (Presentant)	17010	Finger Print	Signature
Son of Late RAJENDRA KUMAR AGARWAL Date of Execution - 24/07/2024, , Admitted by: Self, Date of Admission: 24/07/2024, Place of Admission of Execution: Office	ul 24 2024 3:40PM	Captured	Der Bury
Sity, P.O:- GARIA, P.S:-Sona	rour Districts O	24/07/2024	st Bengal, India, PIN:- 700084 Date of Birth:XX-XX-1XX2, PA

02/08/2024 ,Query No:-16082001940303 / 2024 Deed No :I-06364/2024. Document is digitally signed.



### Representative Details:

Name	Photo	Finger Print	
Mr BIKASH AGARWAL	12071241122	- Inger i int	Signature
Son of Late RAJENDRA			
UMAR AGARWAL	<b>MI</b>		
ate of Execution -	<b>建筑</b> 计二个程序		Sim Bur
4/07/2024, , Admitted by:		111(10)21/	(2000 S
elf, Date of Admission:	<b>国于</b>		
4/07/2024, Place of dmission of Execution: Office			
amission of Execution: Office		Captured	
	Jul 24 2024 3:40PM	LTI	24/07/0204
Ity:- PO:- GARIA DC: Co-	B: ::	24/07/2024	est Bengal, India, PIN:- 70008

No.:: AHxxxxxx4B, Aadhaar No: 27xxxxxxxx8431 Status : Representative, Representative of : RAJWADA REALTY (as PARTNER)

## Identifier Details :

Name P Mr SUBHAJIT GHOSH	hoto	Finger Print	Signature
Son of Mr JOYDEB GHOSH City:-, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103	製	Captured	80558- Ca
24 dentifier Of Mr BIKASH AGARWAL, Mr B	/07/2024	24/07/2024	24/07/2024

SI.No	efer of property for L1	To with	
1	Mr PARVEEN AGARWAL	To. with area (Name-Area)	
2	Ma DUCA DULL	LALIT-5.5 Dec	
Trans	fer of property for L2	RAJWADA REALTY-5.5 Dec	
SI.No	Erom	To with	
1	Mr PARVEEN AGARWAL	To. with area (Name-Area)	1,3100
2	Mr DUCA OLL	TEAL 11-4.5 Dec	
	MOARWAL	RAJWADA REALTY-4.5 Dec	



#### Endorsement For Deed Number : I - 160806364 / 2024

#### On 24-07-2024

## 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

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

Presented for registration at 15:23 hrs on 24-07-2024, at the Office of the A.D.S.R. SONARPUR by Mr BIKASH

### 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

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

Execution is admitted on 24/07/2024 by Mr BIKASH AGARWAL, Son of Late RAJENDRA KUMAR AGARWAL, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession

Indetified by Mr SUBHAJIT GHOSH, , , Son of Mr JOYDEB GHOSH, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by profession Service

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

Execution is admitted on 24-07-2024 by Mr BIKASH AGARWAL, PARTNER, RAJWADA REALTY (Partnership Firm), City:-, P.O:- GARIA, P.S:-Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700103

Indetified by Mr SUBHAJIT GHOSH, , , Son of Mr JOYDEB GHOSH, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by profession Service

#### **Executed by Attorney**

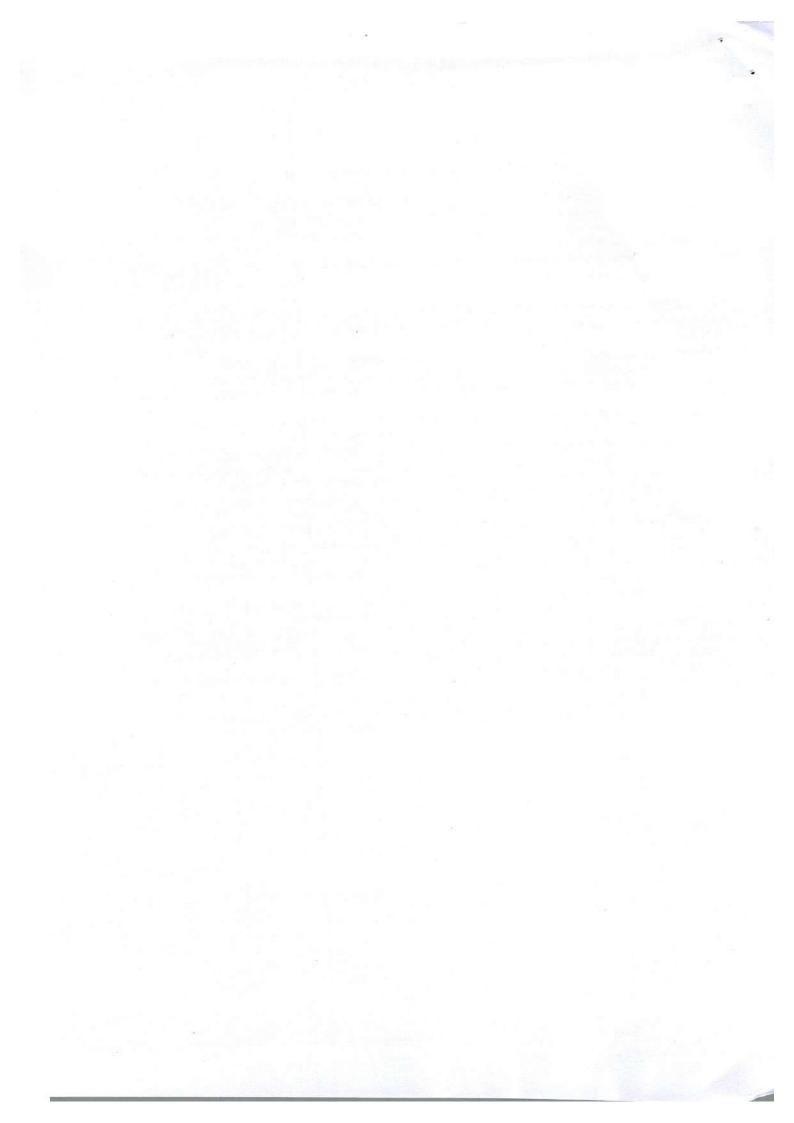
Execution by Mr BIKASH AGARWAL, , Son of Late RAJENDRA KUMAR AGARWAL, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by profession Business as constituted attorney for Mr PARVEEN AGARWAL P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India,

Indetified by Mr SUBHAJIT GHOSH, , , Son of Mr JOYDEB GHOSH, P.O: GARIA, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700103, by caste Hindu, by profession Service

Certified that required Registration Fees payable for this document is Rs 521.00/- ( B = Rs 500.00/- ,E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/07/2024 1:45PM with Govt. Ref. No: 192024250135568788 on 24-07-2024, Amount Rs: 21/-, Bank: SBI EPay ( SBIePay), Ref. No. 2451164105646 on 24-07-2024, Head of Account 0030-03-104-001-16 Online on 24/07/2024 3:32PM with Govt. Ref. No: 192024250135781978 on 24-07-2024, Amount Rs: 500/-, Bank:

SBI EPay ( SBIePay), Ref. No. 8139226715233 on 24-07-2024, Head of Account 0030-03-104-001-16



#### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,921/-

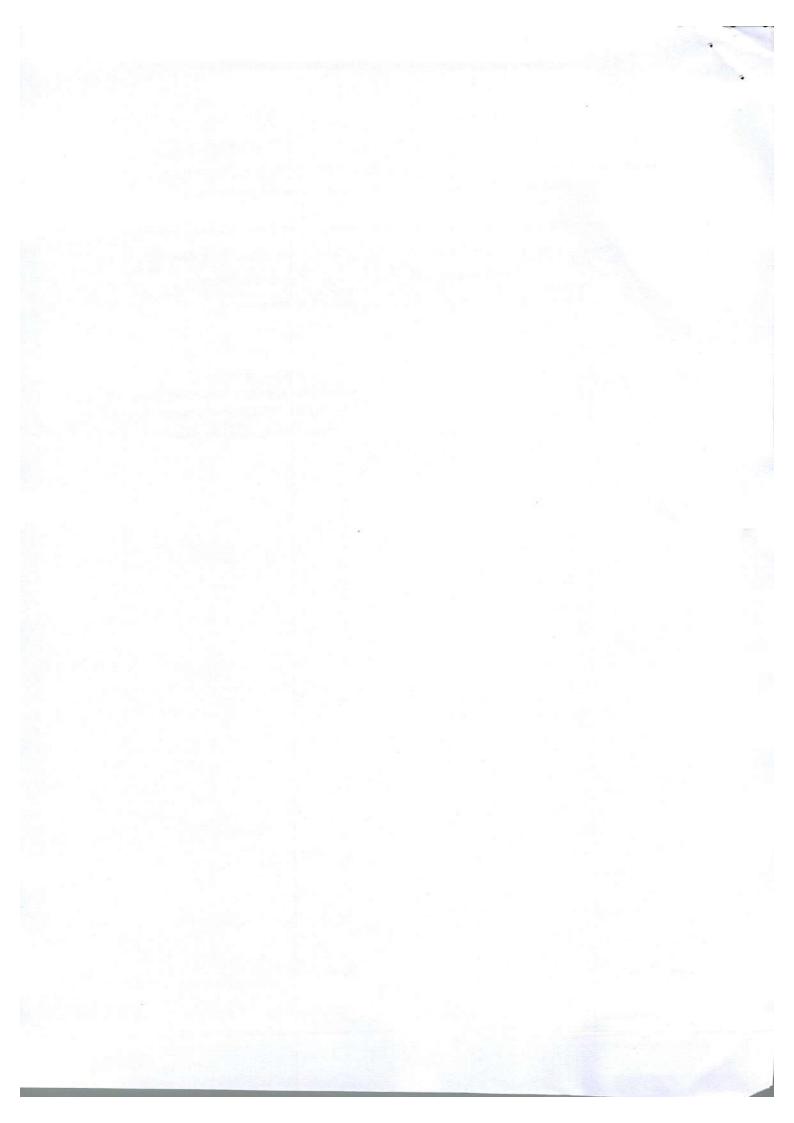
Description of Stamp

1. Stamp: Type: Impressed, Serial no 240, Amount: Rs.100.00/-, Date of Purchase: 06/06/2024, Vendor name: Subhojit

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/07/2024 1:45PM with Govt. Ref. No: 192024250135568788 on 24-07-2024, Amount Rs: 9,920/-, Bank: SBI EPay (SBIePay), Ref. No. 2451164105646 on 24-07-2024, Head of Account 0030-02-103-003-02 Online on 24/07/2024 3:32PM with Govt. Ref. No: 192024250135781978 on 24-07-2024, Amount Rs: 1/-, Bank: SBI EPay (SBIePay), Ref. No. 8139226715233 on 24-07-2024, Head of Account 0030-02-103-003-02

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





Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1608-2024, Page from 128759 to 128793
being No 160806364 for the year 2024.



AZ

Digitally signed by ARINDAM CHAKRABORTY Date: 2024.08.02 12:27:27 +05:30 Reason: Digital Signing of Deed.

(Arindam Chakraborty) 02/08/2024 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SONARPUR West Bengal.