

L2428

Q-12430/23



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

3/208/044/23

AP 152420

Certified that the document is admitted to registration. The signature sheet/sheets & the endorsement sheet or sheets attached with this document are the part of this documents.

Additional District Sub-Registrar,
Bajarhat, New Town, North 24 Pgs

21 AUG 2023

DEVELOPMENT AGREEMENT

1. Date : 21.08.2023
2. Place : Kolkata
3. Parties :
 - 3.1 KANTI LAL JAISWAL [PAN. ACUPJ7406K]. [AADHAAR

Contd.....2

NO. 958555234038] & [MOBILE NO. 8232850116], son of Late Shyam Sunder Jaiswal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 16/9, RGM, Tegharia Jhowtala Sitala Tala Lane, P.O. Hatiara, P.S. New Town (now Eco Park), Kolkata - 700157, District North 24 Parganas, West Bengal.

3.1.1 ANJU JAISWAL [PAN. AJRPJ6904E], [AADHAAR NO. 843572623835] & [MOBILE NO. 9073099091], wife of Late Rajan Kumar Jaiswal @ Late Rajendra Kumar Jaiswal, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Jhowtala, P.O. Hatiara, P.S. New Town (now Eco Park), Kolkata - 700157, District North 24 Parganas, West Bengal.

3.1.2 ANKITA JAISWAL [PAN. BDPJ8181G], [AADHAAR NO. 724518673774] & [MOBILE NO. 9088991889], daughter of Late Rajan Kumar Jaiswal @ Late Rajendra Kumar Jaiswal, by faith - Hindu, by occupation - Service, by nationality - Indian, residing at Jhowtala, P.O. Hatiara, P.S. New Town (now Eco Park), Kolkata - 700157, District North 24 Parganas, West Bengal.

3.1.3 AYUSHI JAISWAL [PAN. BURPJ1086R], [AADHAAR NO. 254138208318] & [MOBILE NO. 8100026169], daughter of Late Rajan Kumar Jaiswal @ Late Rajendra Kumar Jaiswal, by faith - Hindu, by occupation - Student, by nationality - Indian, residing at Jhowtala, P.O. Hatiara, P.S. New Town (now Eco Park), Kolkata - 700157, District North 24 Parganas, West Bengal.

3.1.4 ROUSHAN JAISWAL [PAN. CMKPJ2646F], [AADHAAR NO. 291555870523] & [MOBILE NO. 9748026406], son of Late Rajan Jaiswal @ Late Rajan Kumar Jaiswal @ Late Rajendra Kumar Jaiswal, by faith - Hindu, by occupation - Student, by nationality - Indian, residing at Jhowtala, P.O. Hatiara, P.S. New Town (now Eco Park), Kolkata - 700157, District North 24 Parganas, West Bengal.

Hereinafter jointly and collectively called and referred to as the "LANDOWNERS" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representative and assigns and nominee or nominees) of the ONE PART.

AND

- 3.2 **PADMA DEVELOPER [PAN. AGRPG4353M]**, a Proprietorship Concern, having its office address at Swapna Apartment, Ground Floor, Hatiara, Jhowtala, P.O. Hatiara, P.S. New Town, Kolkata - 700157, District North 24 Parganas, West Bengal, represented by its Proprietor namely **SOUMEN GHOSH [PAN. AGRPG4353M], [AADHAAR NO. 361650255805] & [MOBILE NO. 9831558450]**, son of Late Sadhan Ghosh, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Hatiara, Jhowtala, P.O. Hatiara, P.S. New Town, Kolkata - 700157, 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 his heirs, executors, administrators, representative, and assigns) of the **OTHER PART**.

Landowners 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 land measuring :

<u>R.S./L.R.</u>	<u>R.S. Khatian</u>	<u>L.R. Khatian</u>	<u>Khatian in</u>	<u>Nature of</u>	<u>Total Land Area</u>
<u>Dag No.</u>	<u>No.</u>	<u>No.</u>	<u>the name of</u>	<u>Land</u>	<u>K - CH - SFT.</u>
25	819	78	Kanti Lal Jaiswal	Sali	01 - 01 - 35
25	819	79	Rajendra Kr. Jaiswal	Sali	01 - 01 - 35
					02 - 03 - 25

In total a demarcated plot of vacant Sali land measuring **2 (Two) Cottahs 3 (Three) Chittacks 25 (Twenty Five) sq.ft. be the same a little more or less**, lying and situated at **Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 119, Pargana - Kalikata, P.S. Rajarhat thereafter New Town now Eco Park, comprised in R.S. Dag No. 25, L.R. Dag No. 25, under C.S. Khatian No. 1029, R.S. Khatian No. 819, L.R. Khatian Nos. 78 & 79 [in the name of (a) Kanti Lal Jaiswal & (b) Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal, since deceased], A.D.S.R.O. Rajarhat, New Town, within**

Contd.....4

the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. RGM-10/4343, in Ward No. 10, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 12, [Jhowtala Road (Hatiara), P.O. Hatiara, Kolkata - 700157], in the District North 24 Parganas, in the State of West Bengal, morefully described in the First Schedule hereinafter written.

5. **BACKGROUND, REPRESENTATIONS, WARRANTIES AND COVENANTS :**

5.1 **Representations and Warranties Regarding Title :** The Landowners have made the following representation and given the following warranty to the Developer regarding title.

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE JOINT OWNERSHIP OF (1) KANTI LAL JAISWAL, (2) ANJU JAISWAL, (3) ANKITA JAISWAL, (4) AYUSHI JAISWAL & (5) ROUSHAN JAISWAL, LANDOWNERS HEREIN, IN RESPECT OF THE FIRST SCHEDULE PROPERTY, IS AS FOLLOWS :**

5.1.1.1 **Absolute Ownership of Md. Wahed Baksh Tarafdar :** One Md. Wahed Baskh Tarafdar, son of Late Rahim Baksh Tarafdar was the absolute owner of land measuring 2 (Two) Cottahs 3 (Three) Chittacks 25 (Twenty Five) sq.ft. more or less, comprised in R.S. Dag No. 25, under C.S. Khatian No. 1029, R.S. Khatian No. 819, lying and situated at Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 119, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, alongwith other lands, by receiving the same, by way of inheritance from his deceased father, and by way of purchasing the same from one Safiannechha Bibi, by the strength of a Registered Deed of Conveyance, which was registered on 23.05.1972, recorded in Book No. I, Volume No: 66, Pages 129 to 135, being Deed No. 3895 for the year 1972.

5.1.1.2 **Sale by the said Md. Wahed Baksh Tarafdar to one (1) Kanti Lal Jaiswal & (2) Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal :** The said Md. Wahed Baksh Tarafdar sold, transferred and conveyed the aforesaid plot of land measuring 2 (Two) Cottahs 3 (Three) Chittacks 25 (Twenty Five) sq.ft. more or less, comprised in R.S. Dag No. 25, under C.S. Khatian No. 1029, R.S. Khatian No. 819, lying and situated at Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 119, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one (1) Kanti Lal Jaiswal & (2) Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal, both sons of Late Shyamsundar Jaiswal, by the strength of a Registered Deed of Conveyance, which was

Contd.....5

registered on 29.07.1983, registered in the office of the Additional District Registrar, North 24 Parganas at Barasat, and recorded in Book No. I, Volume No. 49, Pages 204 to 211, being Deed No. 2441 for the year 1983.

5.1.1.3 **Absolute Joint Ownership of (1) Kanti Lal Jaiswal & (2) Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal under Deed No. 2441 for the year 1983** : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 2441 for the year 1983, the said (1) Kanti Lal Jaiswal & (2) Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal, became the absolute joint owners of the aforesaid property, i.e. ALL THAT piece and parcel of land measuring 2 (Two) Cottahs 3 (Three) Chittacks 25 (Twenty Five) sq.ft. more or less, comprised in R.S. Dag No. 25, under C.S. Khatian No. 1029, R.S. Khatian No. 819, lying and situated at Mouza - Hatiara, J.L. No. 14, Re.Sa. No. 188, Touzi No. 119, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, and each having undivided fifty percent share in the aforesaid property.

5.1.1.4 **L.R. & Municipal Records** : While in absolute possession and absolute ownership over the aforesaid property, the said (1) Kanti Lal Jaiswal & (2) Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal duly recorded their names in the record of the L.R. Settlement in L.R. Khatian No. 78 (in the name of Kanti Lal Jaiswal) & L.R. Khatian No. 79 (in the name of Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal).

The said (1) Kanti Lal Jaiswal & (2) Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal, also duly recorded and mutated their names in the record of the concerned Rajarhat Gopalpur Municipality, having Holding No. RGM-10/4343, in Ward No. 10.

5.1.1.5 **Demise of Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal** : The said Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal died intestate on 23.05.2014, leaving behind his wife namely Anju Jaiswal, two daughters namely (1) Ankita Jaiswal & (2) Ayushi Jaiswal, and only son namely Roushan Jaiswal, as his heirs and successors in interest, in respect of his undivided fifty percent share in the aforesaid property, left by the said Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal, since deceased.

5.1.1.6 **Absolute Joint Ownership of (1) Kanti Lal Jaiswal, (2) Anju Jaiswal, (2a) Ankita Jaiswal, (2b) Ayushi Jaiswal & (2c) Roushan Jaiswal** : Thus on the basis of the aforesaid facts and circumstances and on the basis of aforementioned deed, records and by way of inheritance, the said (1) Kanti

Lal Jaiswal, (2) Anju Jaiswal, (2a) Ankita Jaiswal, (2b) Ayushi Jaiswal & (2c) Roushan Jaiswal, Landowners herein, become the absolute joint owners of the aforesaid property, i.e. **ALL THAT** piece and parcel of Sali land measuring **2 (Two) Cottahs 3 (Three) Chittacks 25 (Twenty Five) sq.ft. be the same a little more or less**, lying and situated at **Mouza - Hatiara**, J.L. No. 14, Re.Sa. No. 188, Touzi No. 119, Pargana - Kalikata, P.S. Rajarhat thereafter New Town now Eco Park, comprised in **R.S./L.R. Dag No. 25**, under C.S. Khatian No. 1029, **R.S. Khatian No. 819**, **L.R. Khatian Nos. 78 & 79** [in the name of (a) **Kanti Lal Jaiswal & (b) Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal, since deceased**], A.D.S.R.O. Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. RGM-10/4343, in Ward No. 10, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 12, [Jhowtala Road (Hatiara), P.O. Hatiara, Kolkata - 700157], in the District North 24 Parganas, and which is morefully described in the First Schedule hereunder written.

6. **DESIRE OF DEVELOPMENT & ACCEPTANCE AND POWER OF ATTORNEY :**

6.1 **Desire of Development of the Land & Acceptance :** The said (1) Kanti Lal Jaiswal, (2) Anju Jaiswal, (2a) Ankita Jaiswal, (2b) Ayushi Jaiswal & (2c) Roushan Jaiswal, Landowners herein, have jointly expressed their desire to develop the aforesaid total plot of land, which is morefully described in the First Schedule hereunder written, by constructing a G+3 storied building thereon, and the present Developer accepted the said proposal and the present Landowners have 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. It is further mentioned here, if in future, the developer extention any further floor by obtaining revise sanctioned plan from the appropriate authority of Bidhannagar Municipal Coporation, the landlords shall entitle to get proportionate share of the said extra construction.

6.1.1 **Registered Development Power of Attorney :** For the smooth running of the said project, the Landowners herein have agreed to execute a Registered Development Power of Attorney After Registered Development Agreement, by which the Landowners herein shall appoint and nominate the Developer herein, as their Constituted Attorney, to act on behalf of the Landowners.

7. **DEFINITION :**

7.1 **Building :** Shall mean G+3 storied building so to be constructed on the schedule property on the basis of the said sanctioned building plan.

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

Contd.....7

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 for independent use and occupation in respect of Landowners' Allocation & Developer's Allocation as mentioned in this Agreement.
- 7.1.3 **Landowners' Allocation** : Shall mean the consideration against the project by the Landowners, which is morefully described in Second Schedule hereunder written.
- 7.1.4 **Developer's Allocation** : Shall mean all the remaining area of the proposed G+3 storied building excluding Landowners' 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 Landowners as a transfer of space in the said building to intending purchasers thereof.
- 7.1.7 **Building Plan** : Shall mean said plan for construction of G+3 storied building or revised sanctioned plan for the construction of any further floor in the said building, which will be sanctioned by the concerned authority of Bidhannagar Municipal Corporation.
- 7.1.8 **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.
- 7.1.9 **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.

7.1.10 **Super Built Up Area (For any Individual Unit) :** Here super built up area means the total covered area plus service area.

8. **LANDOWNERS' RIGHT & REPRESENTATION :**

8.1 **Indemnification regarding Possession & Delivery :** The Landowners are jointly 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 Landowners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

8.1.2 The Landlords or their authorised persons or agents have always right to inspect the schedule property at any time.

9. **DEVELOPER'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 his allocation or acquired right under these agreement.

9.1.1 **Right of Construction :** The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.

9.1.2 **Construction Cost :** The Developer shall carry total construction work of the present building at his own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.

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

9.1.4 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/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 Landowners 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 his own name but without creating any liability on the Landowners.

Contd.....9

7.1.10 **Super Built Up Area (For any Individual Unit) :** Here super built up area means the total covered area plus service area.

8. **LANDOWNERS' RIGHT & REPRESENTATION :**

8.1 **Indemnification regarding Possession & Delivery :** The Landowners are jointly 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 Landowners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

8.1.2 The Landlords or their authorised persons or agents have always right to inspect the schedule property at any time.

9. **DEVELOPER'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 his allocation or acquired right under these agreement.

9.1.1 **Right of Construction :** The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the schedule property.

9.1.2 **Construction Cost :** The Developer shall carry total construction work of the present building at his own costs and expenses. No liability on account of construction cost will be charged from Landowners' Allocation.

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

9.1.4 **Booking & Agreement for Sale :** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/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 Landowners 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 his own name but without creating any liability on the Landowners.

Contd.....9

- 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 Landowners.
- 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 Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.1.7 **Possession to the Landowners** : On completion of the project, the Developer will handover undisputed vacant possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
- 9.1.8 **Possession to the intending purchaser/s** : 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 Landowners.
- 9.1.9 **Deed of Conveyance** : The Deed of Conveyance of Developer's Allocation, will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowners.
10. **CONSIDERATION** :
- 10.1 **Permission against Consideration** : The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.
11. **DEALING OF SPACE IN THE BUILDING** :
- 11.1 **Exclusive Power of Dealings of Landowners** : The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowners' 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 Landowners and the Landowners shall not in anyway interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

- 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 Landowners.
- 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 Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.
- 9.1.7 **Possession to the Landowners** : On completion of the project, the Developer will handover undisputed vacant possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
- 9.1.8 **Possession to the intending purchaser/s** : 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 Landowners.
- 9.1.9 **Deed of Conveyance** : The Deed of Conveyance of Developer's Allocation, will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Landowners.
10. **CONSIDERATION** :
- 10.1 **Permission against Consideration** : The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation to the Developer.
11. **DEALING OF SPACE IN THE BUILDING** :
- 11.1 **Exclusive Power of Dealings of Landowners** : The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in anyway interfere with or disturb the quiet and peaceful possession of the Landowners' 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 Landowners and the Landowners 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 his own costs construct, and complete the proposed building 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, lift, pump water, storage tank, overhead reservoir, electrification, permanent electric connection, electric meter of the owner 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/units/shops/garages 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 Landowners shall bear no responsibility in this context and in this respect as well as on that accounts.

12.1.3 **Municipal Taxes & Other Taxes of the Property :** The Landowners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay will be borne by the Developer 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 Landowners and the Developer, the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowners, by the Developer and/or his nominees and the Landowners and/or their 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 LANDOWNERS :**

13.1 **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the

Contd.....11

Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S of the Municipal Authority would be provided to that effect.

13.1.1 **Payment of Municipal Taxes & Service Tax** : Within 30 days from the receive possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Municipal 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 Landowners' Allocation only. From the date of completion and allocation of the floor area between the Landowners and the Developer, the Developer will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Developer's Allocation only AND on the contrary, the Landowners will pay Municipal Tax, GST and/or any other taxes as levied by the State Government/Central Government and/or any other statutory authority/authorities on Owners' Allocated Portion or Owners' Allocation only.

13.1.2 **Share of Common Expenses & Amenities** : As and from the date of delivery of possession to be received, the Landowners 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 Landowners' 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 Landowners and Developer in common** : The Landowners' 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 written 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 (s) such party shall have observed and performed all to terms and conditions on their respective part to be observed and/or performed (n) 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.

Contd.....13

14.1.8 The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Landowners' 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.

15. **LANDOWNERS' OBLIGATION :**

15.1 **No Interference :** The Landowners hereby agree and covenant 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 Landowners' Allocation :** The Developer hereby agrees and covenants with the Landowners to handover Landowners' Allocation (morefully described in the Second Schedule hereunder written) within 30 (Thirty) months from the date of excution of Registered Development Agreement. The Landowners also permit the Developer a grace period of 6 (Six) months more to handover the Landowners' Allocation. If the Landowners will not handover the vacant possession within 45 (Forty Five) days, then late time will be included with the period.

16.1.1 **Penalty :** If the Landowners' Allocation will not be delivered within the stated period, then the Developer shall be liable to pay demurrage of Rs.10,000/- (Rupees Ten Thousand only) per month.

16.1.2 **No Violation :** The Developer hereby agrees and covenants with the Landowners :

- (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 Landowners are prevented from enjoying, selling, assigning and/or disposing of any Landowners' Allocation in the building at the said premises vice versa.

17. **LANDOWNERS' INDEMNITY :**

- 17.1 **Indemnity :** The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated/allotted 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 undertakes to keep the Landowners :

- (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 Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constituted as a partnership between the Landowners 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 Landowners and various applications and other documents may be required to be signed

or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and/or authorisation as may be required by the Developer for any such purposes and the Landowners also undertake 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 Landowners and/or against the spirit of these presents.

- 19.1.2 **Not Responsible** : The Landowners shall not be liable or 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 Landowners 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 Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners 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 Landowners 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 Landowners hereby agree 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 **Names of the Building** : The names 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 his risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their

Contd.....16

Contd.....18

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 Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

19.1.7 **Documentation** : The Landowners 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 Landowners 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 Landowners 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 majeure 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 Landowners.

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 land measuring :

<u>R.S./L.R.</u> <u>Dag No.</u>	<u>R.S. Khatian</u> <u>No.</u>	<u>L.R. Khatian</u> <u>No.</u>	<u>Khatian in</u> <u>the name of</u>	<u>Nature of</u> <u>Land</u>	<u>Total Land Area</u> <u>K - CH - SFT.</u>
25	819	78	Kanti Lal Jaiswal	Sali	01 - 01 - 35
25	819	79	Rajendra Kr. Jaiswal	Sali	01 - 01 - 35 02 - 03 - 25

In total a demarcated plot of vacant Sali land measuring **2 (Two) Cottahs 3 (Three) Chittacks 25 (Twenty Five) sq.ft. be the same a little more or less, Together With cement flooring residential Tiles Shed measuring 100 Square Feet more or less,** lying and situated at **Mouza - Hatiara**, J.L. No. 14, Re.Sa. No. 188, Touzi No. 119, Pargana - Kalikata, P.S. Rajarhat thereafter New Town now Eco Park, comprised in **R.S. Dag No. 25, L.R. Dag No. 25,** under C.S. Khatian No. 1029, **R.S. Khatian No. 819, L.R. Khatian Nos. 78 & 79 [in the name of (a) Kanti Lal Jaiswal & (b) Rajan Kumar Jaiswal @ Rajendra Kumar Jaiswal, since deceased),** A.D.S.R.O. Rajarhat, New Town, within the local limit of formerly Rajarhat Gopalpur Municipality, having Holding No. RGM-10/4343, in Ward No. 10, presently within the local limit of Bidhannagar Municipal Corporation, in Ward No. 12,

Roushan Jaiswal

[Jhowtala Road (Hatiara), P.O. Hatiara, Kolkata - 700157], in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH : Land of Rabin Paul.
 ON THE SOUTH : 10 ft. Wide Road [Jhowtala Road (Hatiara)].
 ON THE EAST : Land of Dipak Shaw.
 ON THE WEST : Land of Bablu Saha & Others.

THE SECOND SCHEDULE ABOVE REFERRED TO

LANDOWNERS' ALLOCATION : The Landowners 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 G+3 storied buildings over and above the same will be entitled to have the allocation in the manner as follows :-

The Landowners' Allocation will be allotted as follows :-

1. The Landowners will jointly get 50% of the total constructed area of the proposed building in form of self contained flats, shops & garages in proportion with their land ratio held by the owners in the schedule property, so to be constructed by the Developer on the land which is morefully described in the First Schedule hereinabove written.
2. Later on, after preparation of the Floor Plan, the flats/shops/garages will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement denoting the flats/shops/garages within the purview of the Landowners' Allocation.
3. The said (1) Anju Jaiswal, (1a) Ankita Jaiswal, (1b) Ayushi Jaiswal & (1c) Roushan Jaiswal, Landowners herein, will jointly get a sum of Rs.2,00,000/- (Rupees Two Lakh only) as refundable security deposit to be payable at the time of signing this present agreement and details of which is morefully described in the Memo of Consideration attached herewith. The said security deposit will be refunded by the said owners on or before receiving possession of their Landowners' Allocation.

Contd.....19

4. The said (1) Kanti Lal Jaiswal will get Rs.10,000/- (Rupees Ten Thousand only) per month as shifting charges and the said (1) Anju Jaiswal, (1a) Ankita Jaiswal, (1b) Ayushi Jaiswal & (1c) Roushan Jaiswal will jointly get Rs.10,000/- (Rupees Ten Thousand only) per month as shifting charges to be payable from the date of vacating the land till the date of re-allocation.
5. It is also settled that except the Landowners' Allocation as described above, the Landowners will not get any area for the construction of the G+3 storied building, so to be constructed by the present Developer on the land in question. The other areas will exclusive be treated as Developer's Allocation.
6. The flats/units will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building.
7. The Landowners also give permission to amalgamate their plot with other neighbour plots. The area constructed in the amalgamated plot will be divided in between the Landowners in proportionate land ratio.

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

DEVELOPER'S ALLOCATION : Shall mean all the remaining of the entire building (excluding Owners' Allocation) including the common facilities common parts and common amenities of the building 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.
3. INTERNAL WALL : 5"/3" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of flat will be of Vitrified Tiles.
5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. KITCHEN : Black stone cooking platform with granite polish green marble top and stainless steel sink will be provided and a height 2'-6" standard tiles above the platform to protect the oil spot.

7. TOILET : Toilet of European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal/Kapoor Wood Frame. All doors including Main Door & Other door palla of the flat of flash door.
9. WINDOWS : Aluminium sliding window with grill.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submartible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill will provide up to 2' - 6" height from 1'-0" top of floor.
13. LIFT : Lift facility will be provided in the building.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/dining room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point. & one 5 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point, one geyser point only in common toilet.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling bell : One calling bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster and putty and external wall with super snowcem and ultima or equivalent.
- b) All door and windows frame painted with two coats white primer.

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

7. TOILET : Toilet of European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.
8. DOORS : Sal/Kapoor Wood Frame. All doors including Main Door & Other door palla of the flat of flush door.
9. WINDOWS : Aluminium sliding window with grill.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
11. PLUMBING : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
12. VERANDAH : Verandah grill will provide up to 2' - 6" height from 1'-0" top of floor.
13. LIFT : Lift facility will be provided in the building.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/dining room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point. & one 5 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point, one geyser point only in common toilet.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling bell : One calling bell point at the main entrance.

PAINTING :

- a) Inside wall of the flat will be finished with plaster and putty and external wall with super snowcem and ultima or equivalent.
- b) All door and windows frame painted with two coats white primer.

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

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. *Himanshu Jaiswal*
Ran Nagar Baramba
POST R GOLF COURSE
KOL - 700136

Kanti Lal Jaiswal

Kanti Lal Jaiswal

2. *Kishoraj Shaw*
S/o - Dipak Shaw
Jhantala
Kol-157

Anju Jaiswal

Anju Jaiswal

Ankita Jaiswal.

Ankita Jaiswal

Ayushi Jaiswal

Ayushi Jaiswal

Drafted By:

Parash Manoj Swarnakar
Adv
11/30/2011/2011
Jayashree Mondal

For Pinaki Chattopadhyay & Associates,
Advocates,

Sangita Apartment, Ground Floor,

Teghoria Main Road,

Kolkata - 700157.

Ph. : 9830061809.

Composed By:

Jayashree Mondal

Jayashree Mondal,

Teghoria Main Road,

Kolkata - 700157.

Roushan Jaiswal

Roushan Jaiswal

Landowners

Soumen Ghosh

Padma Developer

Represented by it's Proprietor,

Soumen Ghosh

Developer

MEMO OF CONSIDERATION

Received on or before the date of execution of this present Development Agreement, a refundable sum of **Rs.2,00,000/- (Rupees Two 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>In Favour of</u>	<u>Amount</u>
001153	21.08.2023	Bank of Baroda, Baguiati	Anju Jaiswal	Rs.50,000.00
001154	21.08.2023	Bank of Baroda, Baguiati	Ankita Jaiswal	Rs.50,000.00
001155	21.08.2023	Bank of Baroda, Baguiati	Ayushi Jaiswal	Rs.50,000.00
001156	21.08.2023	Bank of Baroda, Baguiati	Roushan Jaiswal	Rs.50,000.00
TOTAL :				<u>Rs.2,00,000.00</u>

Witnesses :-1. *Himanshu Jaiswal*2. *Kishalay Shaw**Anju Jaiswal*

Anju Jaiswal

Ankita Jaiswal

Ankita Jaiswal

Ayushi Jaiswal

Ayushi Jaiswal

Roushan Jaiswal

Roushan Jaiswal

Landowners

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>Karo Lal Jaiswal</i>	L.H.					
	R.H.					












ATTESTED :- *Karo Lal Jaiswal*

 <i>Anju Jaiswal</i>	L.H.					
	R.H.					

ATTESTED :- *Anju Jaiswal*

 <i>Ankita</i>	L.H.					
	R.H.					












ATTESTED :- *Ankita Jaiswal*

 <i>Ayushi</i>	L.H.					
	R.H.					









ATTESTED :- *Ayushi Jaiswal*

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

 Roushan Jaiswal	L.H.					
	R.H.					

ATTESTED :- Roushan Jaiswal

 Jomnu Choss Jomnu Choss	L.H.					
	R.H.					

ATTESTED :- Jomnu Choss

	L.H.					
	R.H.					

ATTESTED :-

	L.H.					
	R.H.					



ATTESTED :-

आयकर विभाग
INCOME TAX DEPARTMENT
HARICHAND BISWA
BIMAL BISWAS

भारत सरकार
GOVT. OF INDIA

25704/1989
Permanent Account Number
BVIPB6129D

Harichand Biswas
Signature



Harichand Biswas



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



192023240177488011

GRN Details

GRN:	192023240177488011	Payment Mode:	Online Payment
GRN Date:	20/08/2023 14:24:47	Bank/Gateway:	Bank of Boroda
BRN :	1349213339	BRN Date:	20/08/2023 14:26:29
GRIPS Payment ID:	200820232017748800	Payment Init. Date:	20/08/2023 14:24:47
Payment Status:	Successful	Payment Ref. No:	3002081044/3/2023

[Query No*/Query Year]

Depositor Details

Depositor's Name: Pinaki chattopadhyay
Address: Tegharia main road
Mobile: 9163923942
Depositor Status: Advocate
Query No: 3002081044
Applicant's Name: Mr PINAKI CHATTOPADHYAY
Identification No: 3002081044/3/2023
Remarks: Sale, Development Agreement or Construction agreement Payment No 3
Period From (dd/mm/yyyy): 20/08/2023
Period To (dd/mm/yyyy): 20/08/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	3002081044/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	3002081044/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	2021
			Total	9042

IN WORDS: NINE THOUSAND FORTY TWO ONLY.

Major Information of the Deed

Deed No.:	I-1523-12430/2023		Date of Registration	21/08/2023
Query No / Year	1523-3002081044/2023		Office where deed is registered	
Query Date	14/08/2023 4:11:22 PM		A.D.S.R. RAJARHAT, District: North 24-Parganas	
Applicant Name, Address & Other Details	PINAKI CHATTOPADHYAY TEGHORIA MAIN ROAD, Thana : Belgharia, District : North 24-Parganas, WEST BENGAL, PIN - 700058, Mobile No. : 7003254724, Status : Advocate			
Transaction	[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Additional Transaction [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]			
Stampduty Paid(SD)	Market Value Rs. 39,90,000/-			
Rs. 7,121/- (Article:48(g))	Registration Fee Paid Rs. 2,021/- (Article:E, E, B)			
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)			

Land Details :



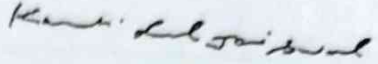


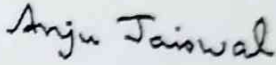


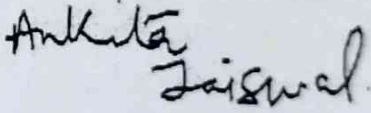
District: North 24-Parganas, P.S:- Rajarhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Jhawtala Road(Hatiara), Mouza: Hatiara, JI No: 14, Pin Code : 700157



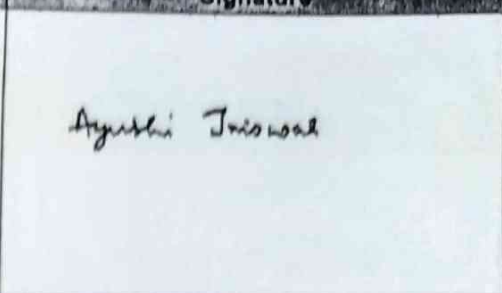


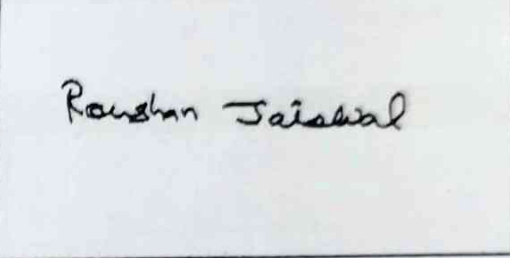
Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-25 (RS :-)	LR-78	Bastu	Shali	1 Katha 1 Chatak 35 Sq Ft		19,95,000/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
L2	LR-25 (RS :-)	LR-79	Bastu	Shali	1 Katha 1 Chatak 35 Sq Ft		19,95,000/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,
TOTAL :								
Grand Total :					3.6667Dec	0 /-	39,90,000 /-	
Grand Total :					3.6667Dec	0 /-	39,90,000 /-	

5/08/2023 Query No:-15233002081044 / 2023 Deed No :I - 152312430 / 2023. Document is digitally signed.

5/08/2023 Query No:-15233002081044 / 2023 Deed No :I - 152312430 / 2023. Document is digitally signed.

Land Lord Details :

S. No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>KANTI LAL JAISWAL Son of SHYAM SUNDAR JAISWAL Executed by: Self, Date of Execution: 21/08/2023 , Admitted by: Self, Date of Admission: 21/08/2023 ,Place : Office</p>	<p>Photo</p>  <p>21/08/2023</p>	<p>Finger Print</p>  <p>LTI 21/08/2023</p>	<p>Signature</p>  <p>21/08/2023</p>
<p>16/9 RGM TEGHORA JHOWTALA SITALA TALA LANE ,, City:- Not Specified, P.O:- HATIARA, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx6K, Aadhaar No: 95xxxxxxxx4038, Status :Individual, Executed by: Self, Date of Execution: 21/08/2023 , Admitted by: Self, Date of Admission: 21/08/2023 ,Place : Office</p>				
2	<p>Name</p> <p>Mrs ANJU JAISWAL Wife of Late RAJAN KUMAR JAISWAL ALIAS RAJENDRA KUMAR JAISWAL Executed by: Self, Date of Execution: 21/08/2023 , Admitted by: Self, Date of Admission: 21/08/2023 ,Place : Office</p>	<p>Photo</p>  <p>21/08/2023</p>	<p>Finger Print</p>  <p>LTI 21/08/2023</p>	<p>Signature</p>  <p>21/08/2023</p>
<p>,JHOWTALA ,, City:- Not Specified, P.O:- HATIARA, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AJxxxxxx4E, Aadhaar No: 84xxxxxxxx3835, Status :Individual, Executed by: Self, Date of Execution: 21/08/2023 , Admitted by: Self, Date of Admission: 21/08/2023 ,Place : Office</p>				
3	<p>Name</p> <p>ANKITA JAISWAL Daughter of Late RAJAN KUMAR JAISWAL ALIAS RAJENDRA KUMAR JAISWAL Executed by: Self, Date of Execution: 21/08/2023 , Admitted by: Self, Date of Admission: 21/08/2023 ,Place : Office</p>	<p>Photo</p>  <p>21/08/2023</p>	<p>Finger Print</p>  <p>LTI 21/08/2023</p>	<p>Signature</p>  <p>21/08/2023</p>
<p>,JHOWTALA ,, City:- Not Specified, P.O:- HATIARA, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BPxxxxxx1G, Aadhaar No: 72xxxxxxxx3774, Status :Individual, Executed by: Self, Date of Execution: 21/08/2023 , Admitted by: Self, Date of Admission: 21/08/2023 ,Place : Office</p>				

4	Name	Photo	Finger Print	Signature
	AYUSHI JAISWAL Daughter of Late RAJAN KUMAR JAISWAL ALIAS RAJENDRA KUMAR JAISWAL Executed by: Self, Date of Execution: 21/08/2023 , Admitted by: Self, Date of Admission: 21/08/2023 ,Place : Office	 <small>21/08/2023</small>	 <small>LTI 21/08/2023</small>	 <small>21/08/2023</small>
JHOWTALA, City:- Not Specified, P.O:- HATIARA, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: BUxxxxxx6R, Aadhaar No: 25xxxxxxxx8318, Status :Individual, Executed by: Self, Date of Execution: 21/08/2023 , Admitted by: Self, Date of Admission: 21/08/2023 ,Place : Office				
5	Name	Photo	Finger Print	Signature
	ROUSHAN JAISWAL Son of Late RAJAN KUMAR JAISWAL ALIAS RAJENDRA KUMAR JAISWAL Executed by: Self, Date of Execution: 21/08/2023 , Admitted by: Self, Date of Admission: 21/08/2023 ,Place : Office	 <small>21/08/2023</small>	 <small>LTI 21/08/2023</small>	 <small>21/08/2023</small>
JHOWTALA ,, City:- Not Specified, P.O:- HATIARA, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: CMxxxxxx6F, Aadhaar No: 29xxxxxxxx0523, Status :Individual, Executed by: Self, Date of Execution: 21/08/2023 , Admitted by: Self, Date of Admission: 21/08/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	PADMA DEVELOPER SWAPNA APARTMENT , GROUND FLOOR,HATIARA JHOWTALA, City:- Not Specified, P.O:- HATIARA, P.S:- New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157 , PAN No.:: AGxxxxxx3M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SOUMEN GHOSH (Presentant) Son of Late SADHAN GHOSH Date of Execution - 21/08/2023, , Admitted by: Self, Date of Admission: 21/08/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Aug 21 2023 3:49PM</td> <td>LTI 21/08/2023</td> <td>21/08/2023</td> <td></td> </tr> </tbody> </table> <p>HATIARA , JHOWTALA ,, City:- Not Specified, P.O:- HATIARA, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGxxxxxx3M, Aadhaar No: 36xxxxxxxx5805 Status : Representative, Representative of : PADMA DEVELOPER (as PROPRIETOR)</p>	Name	Photo	Finger Print	Signature	Mr SOUMEN GHOSH (Presentant) Son of Late SADHAN GHOSH Date of Execution - 21/08/2023, , Admitted by: Self, Date of Admission: 21/08/2023, Place of Admission of Execution: Office				Aug 21 2023 3:49PM	LTI 21/08/2023	21/08/2023	
Name	Photo	Finger Print	Signature										
Mr SOUMEN GHOSH (Presentant) Son of Late SADHAN GHOSH Date of Execution - 21/08/2023, , Admitted by: Self, Date of Admission: 21/08/2023, Place of Admission of Execution: Office													
Aug 21 2023 3:49PM	LTI 21/08/2023	21/08/2023											

Identifier Details :

Name	Photo	Finger Print	Signature
Mr HARI CHAND BISWAS Son of Late B BISWAS RAM NAGAR BARA BERI, City:- Not Specified, P.O:- R GOPALPUR, P.S:- Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700036			
	21/08/2023	21/08/2023	21/08/2023

Identifier Of KANTI LAL JAISWAL, Mrs ANJU JAISWAL, ANKITA JAISWAL, AYUSHI JAISWAL, ROUSHAN JAISWAL, Mr SOUMEN GHOSH

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	KANTI LAL JAISWAL	PADMA DEVELOPER-1.83333 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mrs ANJU JAISWAL	PADMA DEVELOPER-0.458333 Dec
2	ANKITA JAISWAL	PADMA DEVELOPER-0.458333 Dec
3	AYUSHI JAISWAL	PADMA DEVELOPER-0.458333 Dec
4	ROUSHAN JAISWAL	PADMA DEVELOPER-0.458333 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S:- Rajerhat, Municipality: BIDHANNAGAR MUNICIPALITY CORPORATION, Road: Jhawtala Road(Hatiara), Mouza: Hatiara, JI No: 14, Pin Code : 700157

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 25, LR Khatian No:- 78	Owner:কান্টি লাল জয়সোয়াল, Gurdian:শ্যামসুন্দর , Address:ঝাউতলা , Classification:শালি, Area:0.02000000 Acre,	KANTI LAL JAISWAL
L2	LR Plot No:- 25, LR Khatian No:- 79	Owner:রাজেন্দ্র কুমার জয়সোয়াল, Gurdian:শ্যামসুন্দর , Address:ঝাউতলা , Classification:শালি, Area:0.01000000 Acre,	Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 152312430 / 2023

14-08-2023

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 39,90,000/-

Sanjoy Basak

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

On 21-08-2023

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.

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

Presented for registration at 11:53 hrs on 21-08-2023, at the Office of the A.D.S.R. RAJARHAT by Mr SOUMEN GHOSH ,,

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

Execution is admitted on 21/08/2023 by 1. KANTI LAL JAISWAL, Son of SHYAM SUNDAR JAISWAL, 16/9 RGM TEGHORO A JHOWTALA SITALA TALA LANE ,, P.O: HATIARA, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Business, 2. Mrs ANJU JAISWAL, Wife of Late RAJAN KUMAR JAISWAL ALIAS RAJENDRA KUMAR JAISWAL, JHOWTALA ,, P.O: HATIARA, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession House wife, 3. ANKITA JAISWAL, Daughter of Late RAJAN KUMAR JAISWAL ALIAS RAJENDRA KUMAR JAISWAL, JHOWTALA ,, P.O: HATIARA, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Service, 4. AYUSHI JAISWAL, Daughter of Late RAJAN KUMAR JAISWAL ALIAS RAJENDRA KUMAR JAISWAL, JHOWTALA, P.O: HATIARA, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Student, 5. ROUSHAN JAISWAL, Son of Late RAJAN KUMAR JAISWAL ALIAS RAJENDRA KUMAR JAISWAL, JHOWTALA ,, P.O: HATIARA, Thana: New Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700157, by caste Hindu, by Profession Student

Indetified by Mr HARI CHAND BISWAS, , , Son of Late B BISWAS, RAM NAGAR BARA BERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Others

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

Execution is admitted on 21-08-2023 by Mr SOUMEN GHOSH, PROPRIETOR, PADMA DEVELOPER (Sole Proprietorship), SWAPNA APARTMENT , GROUND FLOOR,HATIARA JHOWTALA, City:- Not Specified, P.O:- HATIARA, P.S:-New Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700157

Indetified by Mr HARI CHAND BISWAS, , , Son of Late B BISWAS, RAM NAGAR BARA BERI, P.O: R GOPALPUR, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,021.00/- (B = Rs 2,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 2,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/08/2023 2:26PM with Govt. Ref. No: 192023240177488011 on 20-08-2023, Amount Rs: 2,021/-, Bank: Bank of Boroda (BARBOINDIAE), Ref. No. 1349213339 on 20-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100.00/-,
by Online = Rs 7,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 4416, Amount: Rs.100.00/-, Date of Purchase: 10/04/2023, Vendor name: S
MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/08/2023 2:26PM with Govt. Ref. No: 192023240177488011 on 20-08-2023, Amount Rs: 7,021/-, Bank:
Bank of Boroda (BARB0INDIAE), Ref. No. 1349213339 on 20-08-2023, 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

Certificate of Registration under section 60 and Rule 69,
Registered in Book - I
Volume number 1523-2023, Page from 412653 to 412687
Deed No 152312430 for the year 2023.



Digitally signed by SANJOY BASAK
Date: 2023.08.25 16:59:41 +05:30
Reason: Digital Signing of Deed.

Basak

(Sanjoy Basak) 2023/08/25 04:59:41 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. RAJARHAT
West Bengal.

(This document is digitally signed.)