(2) 3843/17 (1) 04076/17

भारतीय गैर न्यायिक

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TEN RUPEES Rs.10

INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ WEST BENGAL 14AB 415970

Certified that the Document is admitted to Registration. The signature sheet and the endorsement sheets attached with this document are the part of this Document.

Additional Registrar of Assurances-II, Kolkata

16/12/17

ARA II

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 16th day of December, 2017 (Two Thousand Seventeen);

BETWEEN

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

GRN: 19-201718-013576460-1 Payment Mode Online Payment
GRN Date: 15/12/2017 12:47:50 Bank : ICICI Bank
BRN : 146552526 BRN Date: 15/12/2017 12:48:39

DEPOSITOR'S DETAILS

Id No. : 19020001710584/7/2017
[Party No./Query Year]

Name : Rash bihari construction pvt ltd
Contact No. : Mobile No. : +91 9831021615
E-mail :
Address : 16a Brabourne RoadKolkata 700001
Applicant Name : Mr PRASHANT SHARMA
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement Payment No 6

PAID

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	19020001710584/7/2017	Property Registration- Stamp duty	0030-02-103-003-02	70001
2	19020001710584/7/2017	Property Registration- Registration Fees	0030-03-104-001-16	32102
		Total		102102

In Words : Rupees One Lakh Two Thousand One Hundred Two only

TOGETHER WITH partly two and partly three storey brick built dwelling house standing thereon, lying and situates at and Premises No. 16, Parsee Church Street, Kolkata-700001, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. – Bowbazar, under the limits of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances;

AND WHEREAS by a registered Deed of Settlement dated 23.03.1961, registered in the Office of the Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume No. 46, Pages from 241 to 246, being No. 1352 for the year 1961, the said Lakshmi Kanto Das as the settler therein formed and/or created a trust in respect of **ALL THAT** Premises No. 16, Parsee Church Street, (previously known as, 152 & 153, Lower Chitpur Road & 16, Parsee church Street amalgamated and renumbered as 16, Parsee Church Street) in the North Division of the town of Calcutta thereby appointing his son Gajendra Narayan Das as the sole trustee therein for the interest of the beneficiaries as mentioned therein;

AND WHEREAS on 23.04.1965 the said Lakshmi Kanto Das died and as per the clause 4 of the aforesaid Deed of Settlement dated 23.03.1961 the said Trust as was created thereon has come to an end and accordingly the said Gajendra Narayan Das became the sole and absolute owner in respect of the aforesaid property subject to charges as mentioned therein;

AND WHEREAS the said Gajendra Narayan Das being the sole and absolute owner thereof duly applied for and mutated his name with the record of the said property and paid taxes thereof regularly;

AND WHEREAS on 11.02.1986 the wife of the settler Pankajini Das died intestate leaving behind the said Gajendra Narayan Das as her only legal heir and accordingly the charge as was created by the said Deed of

Settlement dated 23.03.1961 in favour of the said Purkajini Das in respect of the said property has been released;

AND WHEREAS on 09.05.1992 the Tulashi Rani Das died intestate leaving behind the said Bhanumati Saha alia Sumita Saha, Tapati Saha and Nandita Poddar as her legal heiresses and survivors and accordingly the charge as was created by the said Deed of Settlement dated 23.03.1961 in favour of the said Tulashi Rani Das in respect of the said property has been released automatically;

AND WHEREAS on 19.07.1995 the said Gajendra Narayan Das died intestate leaving behind his three daughters namely Bhanumati Saha alia Sumita Saha, Tapati Saha and Nandita Poddar as his legal heiresses and survivors and by virtue of the Hindu Law of Inheritance the said Bhanumati Saha alia Sumita Saha, Tapati Saha and Nandita Poddar became the joint owners in respect of the aforesaid property;

AND WHEREAS by virtue of the recital as above stated the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar became the joint and absolute owners in respect of the aforesaid property subject to charge created in favour of Thakur Sri Sri Iswar Radha Govinda Jew in respect of the aforesaid property;

AND WHEREAS the said Lakshmi Kanto Das, since deceased was the also sole and absolute owner in respect of **ALL THAT** piece or parcel of rent free land, measuring about 4 cottahs 14 chittaks 24 sq. ft. be the same a little more or less **TOGETHER WITH** partly two and partly three storey brick built dwelling house standing thereon, lying and situates at and Premises No. 27, Rabindra Sarani, (previously known as 151, Lower Chitpur Road) Kolkata, in the North Division of the town of Calcutta in Block No. V, Holding No. 19 and within P.S. – Bowbazar, under the Sinha

of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances;

AND WHEREAS on 23.04.1965 the said Lakshmi Kanta Das died and as per the clause 4 of the Deed of Settlement dated 17.02.1960, which was registered in the office of Registrar of Calcutta and same was recorded in Book No.I, Volume No.38, Page no 65 to 70, being the deed no 738 for the year 1960, the said Trust as was created thereon has come to an end and accordingly the said Gajendra Narayan Das became the sole and absolute owner in respect of the aforesaid property as mentioned therein;

AND WHEREAS the said Gajendra Narayan Das being the sole and absolute owner thereof duly applied for and mutated his name with the record of the said property and paid taxes thereof regularly;

AND WHEREAS on 19.07.1995 the said Gajendra Narayan Das died intestate leaving behind his three daughters namely Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as his legal heiresses and survivors and by virtue of the Hindu Law of Inheritance the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar became the joint owners in respect of the aforesaid property;

AND WHEREAS by virtue of the recital as above recited of the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar the owners herein are well seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of rent free land, measuring about 4 cottahs 10 chittaks be the same a little more or less **TOGETHER WITH** partly two and partly three storied brick built dwelling house standing thereon, lying and situates at and Premises No. 16, Parsee Church Street, in the North Division of the town of

Calcutta in Block No. V, Holding No. 18 and within P.S. – Hare Street, under the limits of the Calcutta Municipal Corporation and **ALL THAT** piece or parcel of rent free land, measuring about 4 cottahs 14 chittaks 24 sq. ft. be the same a little more or less **TOGETHER WITH** partly two and partly three storey brick built dwelling house standing thereon, lying and situates at and Premises No. 27, Rabindra Sarani, (previously known as 151, Lower Chitpur Road) Kolkata, in the North Division of the town of Calcutta in Block No. V, Holding No. 19 and within P.S. – Bowbazar, under the limits of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances and for the sake of brevity hereinafter called and referred to as the said Plot-I and Plot-II respectively and more fully described in the First Schedule hereunder written;

AND WHEREAS the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as the joint owners thereof duly applied for and jointly mutated their names with the records of the Kolkata Municipal Corporation and premises no.16, Parsee Church Street, 27/1 & 27/2 Rabindra sarani was allotted in respect of the said Plot-I vide Assessee no 110453800000, 110454100256 & 110454100268 respectively and in respect of the Plot-II Assessee no 110454100153 was allotted, more fully described in the First Schedule hereunder written and have been paying taxes regularly;

AND WHEREAS the owners herein being the full blooded related sisters jointly formulated a scheme to construct a multi-storied building on the aforesaid Plot-I and Plot-II land more fully described in the schedule hereunder written, after amalgamating the aforesaid Plots of land with the records of the Kolkata Municipal Corporation;

AND WHEREAS the Owners herein jointly declare that the said Plot-I & Plot-II, more fully described in the First Schedule hereunder written, inter-alia contained land as aforesaid is free from all encumbrances charges, liens and attachments and there is no notice in existences respecting acquisition and requisitions thereof by any Governmental or Semi Governmental authorities or statutory or any other authorities in fact.

AND WHEREAS the Developer herein having offered proposal for development of the said Plot-I and Plot-II inter-alia including Construction of a multistoried building upon the same (more fully particularly described in the Second Schedule hereunder written) at their own cost in according with the building plan sanctioned by the Kolkata Municipal Corporation for consideration as contained herein and the Owners has agreed to and/or accepted the Developer proposal inclusive of consideration therefore as contained therein.

AND WHEREAS one **M/S RASHBEHARI CONSTRUCTION PVT. LTD., (PAN-AABCR8221L)**, A Company having its registered office at 16A, Brabourne Road, 9th Floor, Kolkata-700 001 represented by its director, namely **SRI MANISH PODDAR** and Owner herein agreed to complete the construction of Multi-storied building more fully described in the second schedule written hereunder on the said plot-I & Plot-II, more fully described in the First schedule written hereunder, subject to payment of a sum of Rs.3,27,00,000/- (Rupees Three Crore Twenty Seven Lakh) only, as non-refundable amount.

AND WHEREAS pursuance to the said proposal of the Developer and the Owners herein has a agreed to cause to affect construction of a multistoried building upon the aforesaid Plot-I & Plot-II for consideration as described hereinafter in details and the developer the party of the

Second Part hereto have agreed to Develop the said plot of land constructing a multistoried building thereon as per terms and condition hereinafter appearing.

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

ARTICLE - I: DEFINITIONS

Unless it is repugnant to or inconsistent with the context of these Presents:

1. **OWNERS** : shall mean **(1) BHANUMATI SAHA ALIAS SUMITA SAHA,** (PAN – AKOPS8439P), Wife Of Sri Madhab Chandra Saha, residing at AJ-319, Salt Lake City, Sector-II, P.S. – Bidhannagar East, P.O.– Sech Bhawan, Kolkata – 700091, **(2) TAPATI SAHA** (PAN – ANSPS9752L) Wife Of Sri Asish Kumar Saha, residing at 27, Janak Road, P.S. - Tollygunge, P.O. – Sarat Bose Road, Kolkata – 700029, and **(3) NANDITA PODDAR,** (PAN – AHSPP4013B) Wife Of Sri Dilip Kumar Poddar, residing at 27, Janak Road, P.S. - Tollygunge, P.O. – Sarat Bose Road, Kolkata – 700029, West Bengal, and all daughters of, Late Gajendra Narayan Das, All By faith – Hindu, By Occupation – Household, All by Nationality – Indian.

2. **DEVELOPER:** shall mean **M/S RASHBEHARI CONSTRUCTION PRIVATE LIMITED,** a private limited company incorporated under the provision of the companies Act,1956, having its registered office at16A, Brabourne Road, 9th Floor, Kolkata-700 001 represented by its director, namely **SRI MANISH PODDAR, (PAN-AGHPP0395C),** Son of Sri Ashok Poddar, by faith – Hindu, by occupation – Business, of 2, Gurusaday Road, Kolkata-700019, P.O. – Ballygunge, P.S. Ballygunge.

SCHEDULE ABOVE REFERRED TO:

ALL THAT piece or pared of land, measuring an area about 4 (Four) Cottahs 10 (Ten) Chittacks be the same a little more or less **TOGETHERWITH G+2,** brick built structure above 100 years old standing thereon, measuring about 6400 Sq. ft. (Ground floor 2200 Sq.ft. 1st floor 2500 Sq. ft & 2nd floor 1500 Sq. ft.) lying and situated at Premises No. 16, Parsee Church Street, (previously known as 152 & 153, Lower Chitpur Road & 16, Parsee Church Street) also known as Premises No. 16, Parsee Church Street, 27/1 & 27/2 Rabindra Sarani, P.O. & Police Station-Hare Street, Kolkata-700001, Ward No-45, Assessee No. 110453800090, 110454100256 & 110454100268, within the limits of the Kolkata Municipal corporation and **ALL THAT** piece or parcl of land, measuring an area about 4 (Four) Cottahs 14 (Fourteen) Chittacks 24 (Twenty Four) Sq.ft., be the same a little more or less **TOGETHERWITH G+1,** brick built structure above 100 years old standing thereon, measuring about 6400 Sq. ft. (Ground floor 3200 Sq.ft & 1st floor 3200) lying and situated at Premises No. 27 Rabindra Sarani, (Previously known as 151, Lower Chitpur Road) P.O. & Police Station-Bowbazar, Kolkata-700001, Ward No-45, Assessee No. 110454100153, within the limits of the Kolkata Municipal corporation, (**Zone : Teretta Bazar to M.G. Road Crossing**), West Bengal.

OWNERS'S ALLOCATION: shall mean Owners herein shall be entitled to 15% (Fifteen Percent) of the total constructed area as per building sanction plan sanctioned by the Kolkata Municipal Corporation.

DEVELOPER'S ALLOCATION: shall mean the Developer herein shall be entitled to remaining constructed area i.e. 85% (Eighty Five Percent) of the total constructed area as per building sanction plan sanctioned by the Kolkata Municipal Corporation.

6. **OWNER'S ALLOCATION:** shall mean Owners herein shall be entitled to 15 % (Fifteen Percent) of the total constructed area as per building sanction plan to be sanctioned by the **KOLKATA MUNICIPAL CORPORATION.**

7. **DEVELOPER'S ALLOCATION: shall** mean the Developer herein shall be entitled to remaining constructed area i.e. 85 (Eighty Five Percent) % of the total constructed area as per building sanction plan to be sanctioned by the **KOLKATA MUNICIPAL CORPORATION.**

8. **COMMON EXPENSES:** shall mean and include the cost of operating, up-keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to the building, and shall further include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the **THIRD SCHEDULE** hereunder written.

9. **UNDIVIDED SHARE:** shall mean the undivided variable and impartible proportionate share in the lands attributable and allocable to any unit/units within the building as aforesaid to be determined in relation to the area of the respective unit/s .

10. **BUILDING PLAN** : shall mean the plan inter alia touching the construction of the building and contents thereof in the shape of flats and other space including variations therein as permissible and modification thereof, if any, as well, requiring to be sanctioned by the Kolkata Municipal Corporation in the name of the Owners at the cost of the developer and other statutory variation including such modifications or variations therein as may be required to be made or directed by the said Kolkata Municipal Corporation.

11. **TRANSFER** : with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer inter-alia of Shops/ Offices/units/ Parking space/s in the multistoried building to be constructed under the project and inter-alia relate to transfer of the Developer Part or share of constructed areas within allocation meant for the developer or their nominee or nominees, if any, in the building to be constructed or portions of portions thereof to the intending purchasers thereof.

12. **TRANSFEREES**: shall mean the purchaser to whom any Shops/ Offices/units/ Parking space/s and/or other space or spaces in the said building will be transferred.

13. **DEVELOPMENT AGREEMENT**: shall mean this agreement executed between the Owners and the Developer herein respect of **FIRST SCHEDULED** property and construction of building thereon with terms and conditions embodied herein in detailed.

14. **UNITS**: shall mean Shops/ Offices/units/ Parking space/s and other spaces within the building on or at the said premises, each of them being part thereof, in fact.

15. **SUPER BUILT-UP AREA**: shall mean and include in relation to the said Unit or any other unit, according to the context, the built-up/ plinth area of the concerned Unit, including the thickness of the external and internal walls thereof and columns therein, (in case any wall or column be common between two Units one half of the area covering such wall or column shall be included in the area of each such Shops/ Offices/units/ Parking space/s as part or portion thereof together with proportionate share respecting such unit in staircase and landing.

16. **SPECIFICATION:** shall mean specification mentioned in the specification of works mentioned in the **Sixth Schedule** mentioned hereunder.

ARTICLE : II

1. **DEVELOPER SHARE AND ALLOCATION:** shall mean and include 85 (Eighty Five Percent) % of the total constructed area, within the proposed multi-storied building as agreed to be constructed under the project comprising different Flats/Shops/ Offices/units/ Flat/Parking space/s, and other spaces therein, together with undivided proportionate share in the said land whereon the said building shall be constructed with right to use the common portion thereof, and/ or facilities within the said building, excluding the Owners share and allocation therein as mentioned above, hereinafter referred to as the Developer's Allocation.

2. Subject to Owners Having their allocation or share or part in the carpet areas within the Building together with their proportionate share respecting the same the Owners do hereby grant exclusive right to the developer to construct at their cost as agreed a multistoried building on the said plot, of lands, more fully and particularly, described in the **FIRST SCHEDULE** hereunder written, and also authorize the developer herein to sell their portion within their allocation to the intending purchaser or purchasers to be selected by the Developer herein only being reckoned as their nominee or nominees as well.

3. The Developer shall install and erect in the said Multistoried building at their own cost and expenses soil-test pumps for safety, water storage tanks and overhead reservoirs together with other arrangements as shall be required to be provided in the building containing Shops/

Offices/units/ Parking space/s, and other spaces to be constructed in connection with the same being permitted by municipal concerned.

4. The Developer shall at its own cost and expenses and without creating any financial or other liability upon the Owners shall construct and complete the multistoried building upon the said land.

ARTICLE - III BUILDING

1. The Developer, as agreed shall at their own cost and expenses construct at the said premises a multistoried building according to the specification mentioned in the **SIXTH SCHEDULE** hereunder written in accordance with the plan sanctioned by the Kolkata Municipal Corporation in compliance with all Corporation Rules, Regulations and provisions and the same shall be completed within a period of 36 (Thirty Six) months from the date of commencement of work. In case the existing plan needs to be revalidated, then the time/period of revalidation will be excluded from the period of 36 months. However the said period shall automatically be extended for another period of 12 months on expiry of the said 36 months for which the Owners shall always have No-Objection.

The building to be constructed shall be of good standard quality building materials and workmanship, without using substandard materials, and all such specifications, materials, fixtures and fittings.

2. Subject to approval of the Developer, and that of qualified Architect as shall be engaged by the developer for construction of the building under this project such building materials being approved by the developer the approval thereof by the developer's architect shall be final and binding on the parties. Any of such materials, however, shall

not be of low or inferior quality the user whereof may cause defect or damage to the building under the project.

ARTICLE - IV DEVELOPER'S OBLIGATION

1. No consent shall be required from the Owners on the part of the Developer to transfer and assign the benefit of the Developer's allocation to the intending purchaser or purchasers thereof.

2. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners may be prevented from enjoying or selling/assigning, and/or disposing of any of the portions within the Owners allocation in the building.

3. The Developer hereby declares that the proposed building shall be completed within 36 months from the date of commencement of work. In the event the existing plan needs to be revalidated, then time/period of revalidation will be excluded from the period of 36 months. However, the said period shall automatically be extended for another period of 12 months on expiry of the said 36 months from the date of commencement of work.

4. The developer herein agrees that during the continuance of this present agreement there shall not be any major change in the management of the company, however in any manner whatsoever, however if any director dies or retires during the said period, new director may be appointed.

5. The Developer herein agree to negotiate with the existing tenants and enter into an agreement for their respective rehabilitation in the proposed new multi-storied building including shifting and alternative

accommodation and any such area allotted to tenants shall be adjusted from developer's allocation only.

ARTICLE - V OWNERS OBLIGATIONS

1. The Owners shall pay all outstanding dues including Municipal Taxes in respect of the said land and other charges payable in respect of the said land till the date of delivery of possession as is where is basis of the said land unto and in favour of the Developer.

2. The Owners has agreed to sign the building plan so to be prepared by the Architect/L.B.S appointed by the Developer for submission to the Kolkata Municipal Corporation for necessary modification/revalidation thereof. The Owners shall authorise the Developer to do and perform all works and to sign all papers and documents including the building plan, as would be necessary for modification/revalidation/sanction of the building plan by executing necessary power of Attorney or any indenture relating to the same in favour of the Developer herein and the expenses on this account shall be borne by the Developer herein.

3. Subject to the preceding clauses the Owners hereby grant, exclusive license and permission to the Developer to construct, erect and complete the proposed building on the said land in accordance with the building plan sanctioned including any modification their on for construction of the building under the project and the expenses required for such documentation including legal expenses shall be borne by the Developer herein.

4. The Developer at their own cost shall submit the building plan before the Kolkata Municipal Corporation / appropriate Government

and/or other authorities for modification/ revalidation/sanction or approval of the plan required for the construction of the building on the premises, and pursue the same from time to time. The Developer shall comply with all the formalities required for all changes to be made, in the building plan being required by the Kolkata Municipal Corporation and other statutory authority, being Governmental or other authorities as aforesaid and shall comply with requirements for any sanction, permission, clearance, or approval as aforesaid, subject to full co-operation of Owners therefor.

5. The Developer shall be entitled to erect and/or construct the proposed building with rights to transfer or otherwise deal with or dispose of their allocation or portions thereof, and the Owners shall not in any way interfere with or disturb, quiet and peaceful possession of the Developer's allocation, mentioned as aforesaid.

6. The Owners shall execute a registered Power of Attorney authorising the Developer herein to appoint Architect, Labour, and to obtain electricity, Water, Sewerage, Drain and Building Sanction Plan, from the Kolkata Municipal Corporation and to sign any agreement for sale, deed of conveyance or conveyances and/or deeds for transfer of the Developer's allocation within the building, or any part thereof to intending purchaser or purchasers, who shall be nominated by the developer herein.

7. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance to the construction work of the said building by the developer on the said plot of land.

8. The Owners hereby agree and covenant with the Developer not to sell, let out, grant, lease, and mortgage, encumber, and/or charge the said plot of land or any portion thereof.

9. The Owners undertake that during the continuance of this agreement they shall not enter into any Development agreement or agreement for sale or any agreement with any third party in respect of the Developer allocation or any portion thereof.

10. The Owners further shall not be entitled to claim any area and/or amount of sale proceeds of the Developer's allocated portion mentioned above, nor shall be entitled to claim any share in the amount of sale proceeds from intending purchaser or purchasers of the Developer's allocation or portions thereof as may be received by the Developer as constituted Attorney of the Owners herein.

11. The developer shall be entitled to fix sign boards on the said Plot-I and Plot-II for advertisement, and insertions in news papers and other advertising media for making the project known to the public, or for any other purpose.

12. It is agreed that the developer shall be entitled to enter into any agreement for sale in respect of Developer allocations to different prospective buyers thereof, and to sell out portions there under in the shape of flats, and other spaces to the prospective buyers against such monetary consideration which shall be determined solely by the developer, and in such matters and in the matter, of receipt of bookings and/or earnest monies from the intending buyers of any portion within the developer's allocation or of different portions within the allocation of the developer the Owners shall not interfere in any manner whatsoever.

13. If the Owners herein dies during the continuance of the agreement all her/their heirs and/or legal representatives shall be bound to abide by the terms hereof and if required by the developer, shall sign necessary papers and/or documents in execution thereof either for inclusion thereof in this agreement or for continuity and/or modification hereof as per requirements of the Developer without any right to back out from such obligations in any manner whatsoever.

14. The Owners without any just reason shall not be entitled to repudiate, rescind, and/or cancel this development agreement and the registered general power of attorney as has been executed by the Owners simultaneously with the execution hereof during the period of completion of the development project, or act against terms hereof during the period of construction and/or completion of the building as envisaged hereunder and/or that of disposal of the portion under the allocation of the developer as agreed by way of transfers, and/or till completion of such development project as a whole.

15. The Owners undertake that they or their constituted attorney shall execute agreement or agreements for sale, and cause to register proper Deed or Deeds or conveyance or conveyances for sale of the developer allocation or any part thereof in favour of the intending purchaser or purchasers nominated by the Developer for such transfer or sale thereof the same being within the Developer's allocation and the Developer shall also join as a necessary party to the said Deed or Deeds.

16. That the Owners do hereby deliver the original deeds to the developer herein with the execution hereof.

17. That the owners herein shall apply before the appropriate forum of law for release of the charge if required in respect of Premises No. 16, Parsee Church Street, Kolkata and the expenses thereof shall be borne by the developer herein.

18. That the owners herein shall keep on paying Rs. 50/- per month in favour of Thakur Sree Sree Radha Gobinda Jew so long the charge in respect of Premises no. 16, Parsee Church Street, Kolkata is released in compliance with the provision as laid down in the deed of settlement dated 23.03.1961.

ARTICLE VI DEVELOPER'S RIGHTS

1. The Developer will hold and occupy the said plot of land as an exclusive licensee, and shall have authority to construct the building on the said plot of land as per building plan sanctioned by the Kolkata Municipal Corporation.

2. If any amendment or modification is required in connection with said building plan the same shall be done by the Developer at their own cost and expenses and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited for such amendment and/or modifications of the building plan, if necessary, provided, however, that such amendments or modifications would not prejudice the Owners in any manner whatsoever.

3. The Developer shall be entitled to enter into agreement with the intending purchaser or purchasers for selling their allocation within the building to be constructed under the project or portion thereof containing Shops/ Offices/units/ Parking space/s etc. settling terms therefor with the prospective buyers therefor and the Owners shall join and/or sign and execute such Agreements for sale of such Shops/

Offices/units/ Parking space/s as a necessary party without making any objection to enable the developer to sell their allotted portion together with undivided proportionate share in the lands below the same to the said intending buyers subject to requirements by the developer.

4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units from, the prospective buyers in respect of Developer's allocated portion, and/or share in the said proposed building with Flats and spaces as referred to as saleable area, and can issue receipt in its name or on behalf of their firm name acknowledging such receipts in terms of this agreement without making the Owners liable or accountable for the same at any point of time.

5. That the Developer shall have exclusive right of further development on the said land in future, subject to plan sanctioned by Kolkata Municipal Corporation.

6. The Developer shall be entitled to apply for and obtain financial assistance / term loan / working capital from banks / financial institutions / others for the purpose of carrying out the construction of the proposed multi-storied building in accordance to the building sanctioned with a right to mortgage / put under negative lien the Developers' portion of the total area in terms of this agreement being entire area constructed to be constructed in the demised premises more fully described in schedule hereunder written without any liability upon the OWNERS allocation of the proposed building to be constructed and the Owners' herby accord consent to the Developer for the same without any right being created by of the Developer by such act upon the Owners allocation and the owners shall not assume any liability over their part of the Owners allocation whatsoever / or howsoever.

The Developer shall have right to mortgage entire land till the completion of the constructive works and after completion of the construction Developers and Owners area shall be clearly and specifically demarcated. Thereafter the owner's portion of construction area will be free from mortgage charge and only developer's portion of construction will be remain under mortgage.

ARTICLE -VII CONSIDERATION

It is agreed by and between the parties hereto that the developer herein shall pay a sum of Rs.3,27,00,000-/- (Rupees Three Crore Twenty Seven Lakh-) only as non-refundable amount to the Owners herein along with 15% (Fifteen percent) of the constructed area as per the building sanction plan approved by the Kolkata Municipal Corporation.

ARTICLE VIII MISCELLANEOUS

1. That if any amendment or modification is required in respect of the sanctioned building plan for further, construction over and above the plan sanctioned by concerned municipality, then the expenses for the said modification and/or amendment shall be borne by the Developer.

2. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer where for the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes to do all such acts, deeds, matters and things and if necessary, shall execute necessary

papers as may be required by the Developer for the purpose if the same do not in any way infringe and/or affect the rights and interest of the Owners in respect of the said plot and/or the Owners' allocation and/or do not go against the spirit of this Agreement.

3. Any notice required to be given by the Developer shall be deemed to have been served upon the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer's last known address by the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due.

4. The Developer shall frame scheme for the management and/or administration of the said building and/or common parts and facilities thereof and for due observance thereof by the intending purchaser or purchasers of different, Shops/ Offices/units/ Parking space/s in the building to be constructed under the project including all its out goings like common maintenance, Municipal taxes, salaries payable to Darwan and sweepers, common electricity bills as against illumination of common passages, running of pump, operating of and repairs of sanitary installation, plumbing, pump, etc., and white wash, and other items required for due, maintenance of the building and/or common services.

5. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction, meaning, purport, and effect of this Agreement or, any part thereof, or respecting the construction or any other matters relating to the construction and its transfer and/or possession shall be referred to the sole arbitrator jointly appointed, by the parties hereto for arbitration as

per the provisions of the arbitration and conciliation Act 1996 including its statutory modification and re-enactment.

ARTICLE IX INDEMNIFICATION BY THE OWNERS

1. The Owners undertake for indemnifying the developer in case of any unreasonable hindrance on their part as may stand as a bar to the developer's being entitled to the allocation in the building under the project the project being unreasonably obstructed by the acts and conducts of the Owners as against the provisions hereof declaring that the developer shall be entitled to the construction under the project and enjoy their allocation without any interference or disturbance subject to their performing observing and/or fulfilling all the terms herein contained and/or the obligations here under to be performed by the developer.

2. The Owners further undertake to indemnify the developer in case the developer suffers any loss for in defect in their title to the property or for charges or encumbrances thereon in any manner whatsoever, declaring that neither they nor their predecessors, predecessors-in-interest ever executed any instrument in respect of the Developer's allocation under this agreement, and if there be such instrument such instrument shall have no force and shall not entitle the Owners at all and/or their legal representatives to take advantage thereof in any manner whatsoever.

3. The Owners herein undertakes that in case any of the owner herein expires during the pendency of this present development agreement his/her legal heirs, representatives and/or assignees shall be liable to execute such fresh document/s like supplementary agreement/ Power of

Attorney etc as the case may be in favour of developer without making any demand for the same in any manner whatsoever

ARTICLE - X INDEMNIFICATION BY THE DEVELOPER

1. The Developer hereby undertakes not to make the Owners liable for, and to compensate his for and/or against all third party's claims and actions resulting from any act or conduct or omission or commission of offence during construction of the said building, including any accident or labour accident in the said premises to that effect.

ARTICLE - XI FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance of for relative obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their obligations during the duration of the force majeure.

2. Force majeure shall mean earthquake, riot, war, storm, tempest, civil commotion and/or litigation etc. which may be beyond the control of any of the parties hereto and/or human beings.

FIRST SCHEDULE ABOVE REFERRED TO;

Part-I

ALL THAT piece or parcel of land, measuring an area about 4 (Four) Cottahs 10 (Ten) Chittacks be the same a little more or less **TOGETHERWITH G+2,** brick built structure above 100 years old standing thereon, measuring about 6400 Sq. ft. (Ground floor 2800 Sq.ft, 1st floor 2500 Sq. ft & 2nd floor 1600 Sq. ft.) lying and situated at Premises No. 16, Parsee Church Street, P.S. – Hare Street, Kolkata – 700001, (previously known as 152 & 153, Lower Chitpur Road & 16, Parsee Church Street) also known as Premises No. 16, Parsee Church Street, 27/1 & 27/2 Rabindra Sarani, Ward No-45, Assessee No. 110453800090, 110454100256 & 110454100268, within the limits of the Kolkata Municipal corporation, which was butted and bounded as follows: The Ground Floor & 1st Floor is used for commercial purpose & 2nd Floor used for residential purpose.

ON THE NORTH: By Premises No.27, Rabindra Sarani

ON THE SOUTH: By Parsee Church Street,

ON THE EAST: By Rabindra Sarani,

ON THE WEST: By Premises 17, Parsee Church Street.

Part-II

ALL THAT piece or parcel of land, measuring an area about 4 (Four) Cottahs 14 (Fourteen) Chittacks 24 (Twenty Four) Sq.ft., be the same a little more or less **TOGETHERWITH G+1,** brick built structure above 100 years old standing thereon, measuring about 6400 Sq. ft. (Ground floor 3200 Sq.ft & 1st floor 3200) lying and situated at Premises No. 27 Rabindra Sarani, (Previously known as 151, Lower Chitpur Road) P.O. & Police Station-Bowbazar,Kolkata-700001, Ward No-45, Assessee No. 110454100153, within the limits of the Kolkata Municipal corporation, **(Zone : Teratta Bazar to M.G. Road Crossing)** and the same was butted and bounded as follows: The Ground Floor & 1st Floor is used for commercial Purpose.

ON THE NORTH: By Premises No.29A, Rabindra Sarani (Mayur Cinema)

ON THE SOUTH: By 16, Parsee Church Street,

ON THE EAST: By Rabindra Sarani,

ON THE WEST: By Premises No. 17, Parsee Church Street.

SECOND SCHEDULE ABOVE REFERRED TO:

ALL THAT Multi storied brick built building and premises together with piece or parcel of land, measuring an area about 9 (Nine) Cottahs 8 (Eight) Chittack and 24(Twenty Four) sq.ft. be the same a little more or less, lying and situated at Premises No. 16, Parsee Church Street, 27, 27/1 & 27/2 Rabindra Sarani, P.O. & Police Station: Hare Street & Bowbazar,Kolkata-700001, Ward No-45, within the limits of the Kolkata Municipal corporation, which was butted and bounded as follows:

ON THE NORTH: By Premises no.29A, Rabindra Sarani (Mayur Cinema)

ON THE SOUTH: By Parsee Church Street;

ON THE EAST: By Rabindra Sarani;

ON THE WEST : By Premises no.17, Parsee Church Street;

THIRD SCHEDULE ABOVE REFERRED TO:

THE OWNERS HEREIN TOGETHER WITH INTENDING PURCHASER OR PURCHASERS ENTITLED TO COMMON USER OF THE COMMON

AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE: -

1. Stair cases on all the floors.

2. Stair cases landing on all floors.

3. Main gate of the said building/premises and common passage and lobby on the Ground to Top floor.

4. Water pumps, Water Tank, Water pipes and overhead tank on the roof, and other common plumbing installations and also pump.

5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.

6. Lighting in the common space, passage, staircase including electric meter and fittings.

7. Common Electric meter arid box.

8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the unit being the flat and any other unit beside the same on any side thereof.

9. Windows, Doors, Grills and other fittings respecting the common areas of the premises.

10. Electrical Wiring, meters, excluding those installed for any particular UNIT).

11. **GENERAL COMMON ELEMENTS** and facilities meant for the said **"UNIT"**.

a) All private ways curves, side-walls and areas of the said premises.

b) Exterior conduits, utility lines.

c) Exterior lighting and other facilities necessary for upkeep and safety of the said building.

d) All elevations including shafts, shaft walls, machine rooms and facilities.

e) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.

f) The foundation, Corridor, Lobbies, Stairways Entrance and exists, path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said UNIT, side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.

g) The ultimate roof or terrace including structure in the said building will jointly be undivided property among the Owner/Owners and the other Owners/intending Purchasers or other purchasers of different units, subject to limitation, if any, to their such rights, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof and/or terrace with the Owners/Owners, other purchaser, or purchasers without causing inconvenience to one another.

FOURTH SCHEDULE ABOVE REFERRED TO:

THE OWNERS HEREIN TOGETHER WITH INTENDING PURCHASER OR PURCHASERS SHALL HAVE TO BEAR:

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common

areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, gas pipe, electric wirings, installations, sewers, drains, and all other common parts, fixtures, fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser, or other occupiers thereof.

2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as shall be enjoyed or used in common by the occupiers of the said building.

3. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common utilities.

4. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.

5. Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective UNIT.

6. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.

7. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building and Govt. duties, as may be determined by the Shops/Offices/units/flat/Parking space/s Owners Association, as shall be formed by the unit-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownerships Act and bye Laws thereof as amended from time

to time being obligatory on their part in the fullest legal sense of the term.

FIFTH SCHEDULE ABOVE REFERRED TO:

THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE UNIT/FLAT INTER-ALIA SHALL, INCLUDE THE IMPOSITIONS AND RESTRICTION AS UNDER

1. The purchaser or purchasers/Owners, and other occupiers, if any, of the building, shall not be entitled to use the aforesaid Shops/ Offices/units/ Parking space/s for the following purpose.

A. To use the said Shops/ Offices/units/ Parking space/s and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the Owners or occupiers of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.

B. To carry on or permit to be carried on upon the said Shops/ Offices/units/ Parking space/s any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.

C. To demolish or cause to be demolished or damaged the said Shops/ Offices/units/ Parking space/s or any part thereof

D. To do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit, any part thereof, or cause any increase in premium payable in respect thereof

E. To claim division or partition of the said land and/or the building thereon, and common areas within the same.

F. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the Shops/

Offices/units/ Parking space/s, or any portion of the building housing the same.

G. To avoid the liability or responsibility of repairing any portion, or any component part of the flat hereunder sold and transferred, or fittings and fixtures therein for storing water, sewerages etc. in the event of such portion or part, Or fixtures and fittings within the flat, and/or unit demanding repairs thereby causing inconvenience and injuries to other flat Owners as may be affected in consequence, nor to avoid obligation for giving free access to the flat or portion thereof to men, agents, masons, as may be required by the Shops/ Offices/units/ Parking space/s Owners Association from time to time on request therefor by such Association.

H. To paint outer walls or portion of their flat, common walls or portions of the building, exclusive of the getup thereof, they being entitled to paint inside the walls and portions of their Shops/ Offices/units/ Parking space/s only in any colour of their choice.

I. To encroach any common portion of the building, jeopardy the user thereof, nor to encumber any of such portion in any manner whatsoever.

SIXTH SCHEDULE ABOVE REFERRED TO :
SPECIFICATIONS

I. **FOUNDATION:**

a) Earth Work in excavation upto a depth of below G.L. as per Sanction drawing.

b) Earthwork in filling with good quality excavation earth white sand.

c) Disposal of surplus earth.

2. **STRUCTURE:**

a) The building will be designed on R.C.C. framed structure as per Indian Standard Code of Practice.

b) Use of Steel reinforcement as per sanctioned structural drawing.

c) Shuttering work for all C.C & R.C.C. work is necessary props, standing etc. and supply of necessary shuttering materials.

3. **BRICKWORK**

a) All brick work as per Architectural drawing.

b) Outer walls will be 8" thick with 1st class brick and sand, cement morter (1:6).

c) Internal walls will be 5"/3" thick with 1st class brick and sand, cement work (1:4).

4. **PLASTER WORK**

a) Plumbing of plaster of paris over plastered surface of all internal walls and staircases

5. **FLOORING:**

a) All floors will be made of ceramic tiles with 2" Skirting

b) The staircase will be finished with Marble.

TOILET: Glazed upto a height of 6'-0" of walls.

KITCHEN: Kitchen top shall be of Granite stone Glazed tiles shall be upto a height of 2'-0" from the Kitchen top.One nos sink will be provided.

6. **DOORS & WINDOWS:**

a) All door frames will be painted with wood primer.

b) Other doors save and except toilet shall be made of flush door.

c) Toilets doors shall be made of P.V.C.

d) Window shall be made of Aluminium with Glass fittings.

7. **PAINTING WORK**

a) For internal surface Plaster of paris over the plastered surface.

b) External painting with water proof cement paint.

8. **GRILL WORK:** Supply and fixing of and half grill (3'-0") for balcony.

9. **SANITARY & PLUMBING WORK:**

a) Internal water supply and sanitary installations, O/H Water tank.

b) Water supply line in Kitchen and Toilet will of CPVN pipes.

c) External plumbing and sanitary connection will be of PVC pipes.

10. **SPECIFIED ITEMS**

a) Basin (one).

b) CP shower,

c) Commode (Western type) with cistern.

11. **ELECTRICAL WORK:**

Electrical work will be done with modular fittings (switches and plugs) and wiring will be concealed type with ISI Brand.

12. **EXTRA WORK:**

Any extra work other than our specification shall be charged extra as decided by our authorized engineer and such amount shall have to be deposited before execution of the aforesaid work.

IN WITNESS WHEREOF the parties hereto above-named set and subscribed their respective hands and signature of this deed on the day, month and year first above written.

SIGNED, SEALED &, DELIVERED at Kolkata in the presence of

WITNESSES:

1. Apish Kumar Saha
S/o Late Nirangan Chandra Saha
27, Jasmin Road
Kolkata - 700029

1. [illegible]
2. Rafali Saha.
3. Nandita Poddar

SIGNATURE OF THE OWNERS

2. Dilip Kumar Poddar
S/o Late Hanidhan Poddar
27, Jasmin Road,
Kolkata - 700029

3. Kowshik Saha.
S/o Madhab Ch. Saha.
AJ-319, Sec-2
Salt Lake, Kol-91

MADHUBAN CONSTRUCTION PVT. LTD.

[illegible]
Director / Auth. Signatory

SIGNATURE OF THE DEVELOPER

Drafted by:

Anil Sharma

ANIL SHARMA, Advocate
HIGH COURT, CALCUTTA,
ENROLMENT NO- WB/56/ 2001

MEMO OF CONSIDERATION

RECEIVED from the Developer herein Rs.3,27,00,000/- (Rupees Three Crore Twenty Seven Lakh) only, as per the terms of this agreement.

MEMO

DATE	RTGS/CHEQUE NO/ DRAFT NO.	BANK & BRANCH	AMOUNT(Rs.)
1) 15.12.2017	278864	ALLAHABAD BANK Badurias Road, Kolkata	1,09,00,000/-
2) 15.12.2017	278865	— DO —	1,09,00,000/-
3) 15.12.2017	278866	— DO —	1,09,00,000/-
		TOTAL	**3,27,00,000/-**

(RUPEES THREE CRORES TWENTY SEVEN LAKHS) ONLY

SIGNED, SEALED &, DELIVERED at Kolkata in the presence of

WITNESSES

1. Ashok Kumar Saha

1. [illegible]

2. Tapati Saha

3. Nandita Pddar

SIGNATURE OF THE OWNERS

2. Dilip Kumar Poddar

3. Somnath Saha

SPECIMEN FORM FOR TEN FINGERPRINTS

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	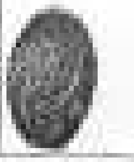	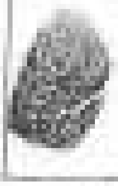	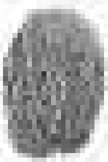	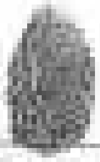	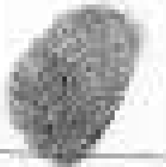
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	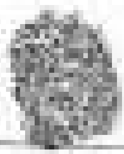		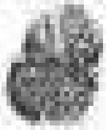	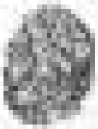	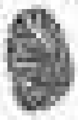

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	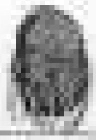	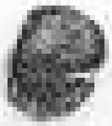	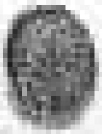	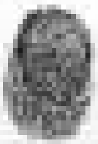	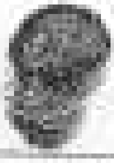
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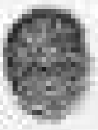
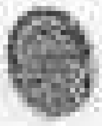
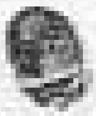
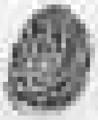
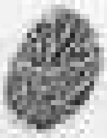
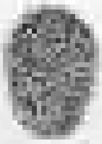
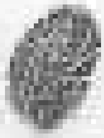
					

Nandita Poddar

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
					
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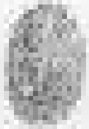
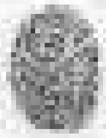
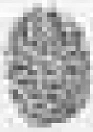
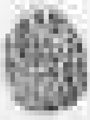
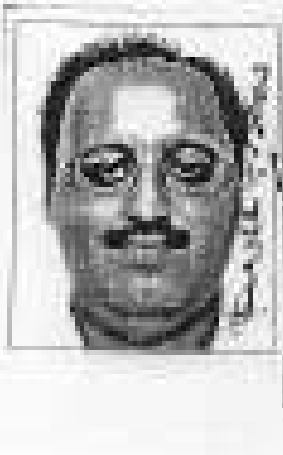
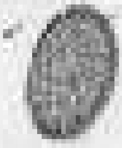
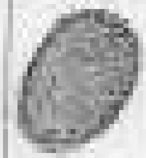
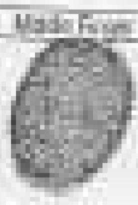
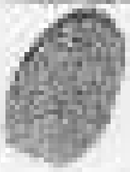
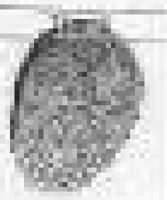
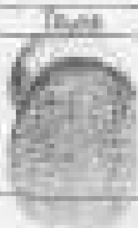
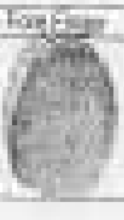
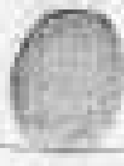
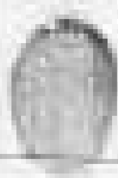
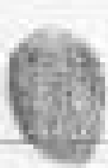
					



Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
					
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
					

আধার

ভারত সরকার

Unique Identification Authority of India

Government of India

To

Sunita Saha

Sunita Saha

W/O Radhesh Chandra Saha

A / 119 SECTOR-2

Bidhannagar(PO)

North Bridaman

Salt Lake Kolk 24 Parganas

West Bengal 700091

4293 3879 0464

আপনার আধার সংখ্যা / Your Aadhaar No. :

4293 3879 0464

আধার – সাধারণ মানুষের অধিকার

Sunita Saha

পিতা : [illegible]

Father : Gopendra Narayan Deb

[illegible] / DOB : [illegible]

মহিলা / Female

4293 3879 0464

আধার – সাধারণ মানুষের অধিকার

Sunita Saha

PERMANENT ACCOUNT NUMBER

AKOPS8435F

SUMITA SAHA

GAJENDRA NARAYAN DAS

04-06-1948

Sumita Saha

Sumita Saha


Government of India
TARATI NAYA
FEMALE
3011 4849 4174


3011 4849 4174

Sophocles Sohn.

আধার

ভারত সরকার

Unique Identification Authority of India

Enrolment No.: 3480/21110/01234

To
মনিকা পাত্তার
Monika Paddar
D/O Gajendra Narayan Das
27
JAMAI ROAD
NEAR LAKE MALL
Sonai Bose Road
Kolkata Sonai Bose Road
West Bengal - 700028
9778766573

আপনার আধার সংখ্যা / Your Aadhaar No. :

9778 8766 3573

আমার আধার, আমার পরিচয়

মনিকা পাত্তার
Monika Paddar
Year of Birth: 2001
Female

9778 8766 3573

আমার আধার, আমার পরিচয়

Government of India

AADHAAR

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয় প্রমাণ করার জন্য অনলাইন প্রমাণীকরণ করা প্রয়োজন
- এটি এক ইলেক্ট্রনিক্স প্রক্রিয়ায় তৈরী পত্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- আধার ভারত জুড়ে বৈধ।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা গ্রহণে সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

Author of India

Enrolment:
D/O গজেন্দ্র নারায়ণ দাস, 27, জামাই রোড, নিয়ার লেক মল, সোনাই বোস রোড, কলকাতা, পশ্চিম বঙ্গ - 700028

Address:
D/O Gajendra Narayan Das, 27, JAMAI ROAD, NEAR LAKE MALL, Sonai Bose Road, KOLKATA, West Bengal - 700028

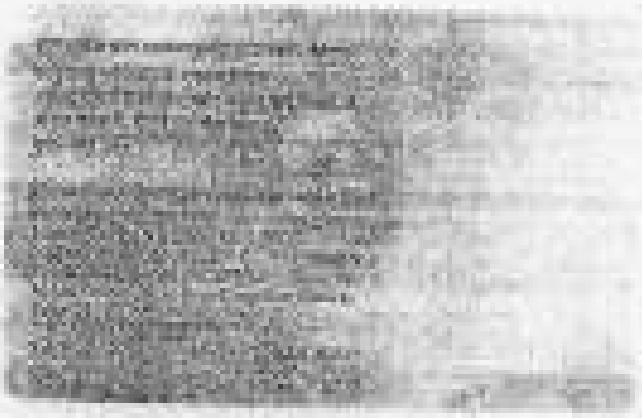
9778 8766 3573

UIDAI

Monika Paddar

Monika Paddar


भारत सरकार
GOVT. OF INDIA



PERMANENT ACCOUNT NUMBER

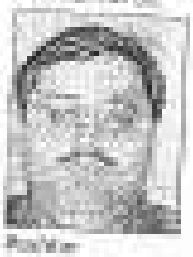
AABCR8221L

RASHBEHARI CONSTRUCTION (P) LTD

10-11-1998

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

ELECTION COMMISSION OF INDIA



Elector's Name Manish Poddar

Father's Name Ashok

Sex M

Age 31

Date 26.12.2004

Place Calcutta

Date 16.02.2004

Place Calcutta

PERMANENT ACCOUNT NUMBER

AGHPP0395C

NAME

MANISH PODDAR

FATHER'S NAME

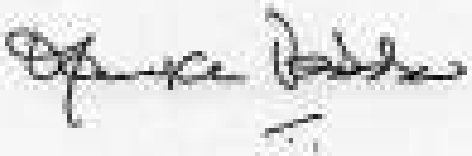
ASHOK PODDAR

DATE OF BIRTH

24-11-1971

FATHER'S SIGNATURE

COMMISSIONER OF INCOME TAX, W.B. - III



Government of India

Amit Kumar Saha

5581 5098 7100

Unique Identification Authority of India

Address:
S/O Manoran Chandra Saha, 2F,
JAPAK ROAD, Sarat Bose Road,
Kolkata,
West Bengal - 700028

5581 5098 7100

Amit Kumar Saha

Major Information of the Deed

Deed No :	I-1902-04076/2017	Date of Registration	16/12/2017
Query No / Year	1902-0001710064/2017	Office/A.R.A. where deed is registered	
Query Date	12/12/2017 7:21:16 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	PRASHANT SHARMA CMMS COURT, CALCUTTA,Thana : Hare Street, District : Kolkata, WEST BENGAL, Mobile No. : 9831409921, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,27,98,000/-]	
SET Value		Date of Execution	
		Rs. 27,17,63,799/-	
Stamp Duty Paid(S)		Registration Fee Paid	
Rs. 75,031/- (Article:49(g))		Rs. 3,27,031/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S.- Hare Street, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Panti Church Street, , Premises No. 15, Ward No. 45

Sch No	Plot number	Khatian Number	Land Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Commercial use		4 Kotha 10 Chatak		12,46,30,124/-	Property is on Road

District: Kolkata, P.S.- Bowbazar, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rabindra Sarani, Road Zone : (Tentita Bazar – M. G. Road Crossing) , , Ward No: 45

Sch No	Plot Number	Khatian Number	Land Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2			Commercial use		4 Kotha 14 Chatak 24 Sq Ft		13,22,74,675/-	Property is on Road
	Grand Total :				18.75Dec	0/-	2569,13,799/-	

Structure Details :

Sch No	Structure Details	Area of Structure	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
S1	On Land L1	6800 Sq Ft.	0/-	70,00,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 2800 Sq Ft, Commercial Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 2600 Sq Ft, Commercial Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor : 1500 Sq Ft, Commercial Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Pucca, Extent of Completion: Complete

S2	On Land L2	8400 Sq Ft.	0/-	72,00,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 3300 Sq Ft, Commercial Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor : 3300 Sq Ft, Commercial Use, Cemented Floor, Age of Structure: 100 Years, Roof

Type: Pucca, Extent of Completion: Complete

	Total :	13500 sq ft	0 /-	148,50,000 /-	

Land Lord Details :

Sl. No.	Name,Address,Photo,Finger print and Signature

1

Name	Photo	Finger print	Signature
Mrs BHANUMATI SAHA, (Alias: Mrs SUMITA SAHA) Wife of Mr MADHAB CHANDRA SAHA Executed by: Self, Date of Execution: 16/12/2017 , Admitted by: Self, Date of Admission: 16/12/2017 ,Place : Office			

A3-319, SALT LAKE CITY, SECTOR - II, P.O:- SECH BHAWAN, P.S:- East Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN - 700091 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AKOPS8439F, Status :Individual, Executed by: Self, Date of Execution: 16/12/2017

, Admitted by: Self, Date of Admission: 16/12/2017 ,Place : Office

2

Name	Photo	Finger print	Signature
Mrs TAPATI SAHA Wife of Mr ASISH SAHA Executed by: Self, Date of Execution: 16/12/2017 , Admitted by: Self, Date of Admission: 16/12/2017 ,Place : Office			

27, JANAK ROAD, P.O:- SARAT BOSE ROAD, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ANSPS9752L, Status :Individual, Executed by: Self, Date of Execution: 16/12/2017

, Admitted by: Self, Date of Admission: 16/12/2017 ,Place : Office

3

Name	Photo	Finger print	Signature
Mrs NANDITA PODDAR Wife of Mr DILIP KUMAR PODDAR Executed by: Self, Date of Execution: 16/12/2017 , Admitted by: Self, Date of Admission: 16/12/2017 ,Place : Office			

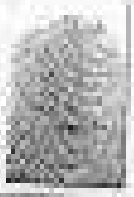
27, JANAK ROAD, P.O:- SARAT BOSE ROAD, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AHSPP4013B, Status :Individual, Executed by: Self, Date of Execution: 16/12/2017

, Admitted by: Self, Date of Admission: 16/12/2017 ,Place : Office

Developer Details :

Sl. No.	Name,Address,Photo,Finger print and Signature
1	**M/S. RASHBEHARI CONSTRUCTION PVT. LTD.** 16A, BRABOURNE ROAD, P.O.- GPO, P.S.- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001 , PAN No.: AABCR6221L, Status :Organization, Executed by: Representative

Representative Details :

Sl. No.	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger print	Signature
	Mr MANISH PODDAR (Presentant) Son of Mr ASHOK PODDAR Date of Execution - 16/12/2017, , Admitted by: Self, Date of Admission: 16/12/2017, Place of Admission of Execution: Office			

2, GURUSADAY ROAD, P.O.- BALLYGUNGE, P.S.- Ballygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGHPP0395C Status : Representative, Representative of : M/S. RASHBEHARI CONSTRUCTION PVT. LTD. (as DIRECTOR)

Identifier Details :

Name & address
Mr ASISH KUMAR SAHA Son of Late NARAYAN CHANDRA SAHA 27, JANAK CHANDRA SAHA, P.O.- SARAT BOSE ROAD, P.S.- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, , Identifier Of Mrs BHANUMATI SAHA, Mrs TAPATI SAHA, Mrs NANDITA PODDAR, Mr MANISH PODDAR
16/12/2017

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs BHANUMATI SAHA	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2.54375 Dec
2	Mrs TAPATI SAHA	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2.54375 Dec
3	Mrs NANDITA PODDAR	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2.54375 Dec

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mrs BHANUMATI SAHA	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2.66668 Dec
2	Mrs TAPATI SAHA	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2.66668 Dec
3	Mrs NANDITA PODDAR	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2.66668 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs BHANUMATI SAHA	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2266.66666700 Sq Ft
2	Mrs TAPATI SAHA	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2266.66666700 Sq Ft
3	Mrs NANDITA PODDAR	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2266.66666700 Sq Ft

Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Mrs BHANUMATI SAHA	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2133.33333300 Sq Ft
2	Mrs TAPATI SAHA	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2133.33333300 Sq Ft
3	Mrs NANDITA PODDAR	M/S. RASHBEHARI CONSTRUCTION PVT. LTD.-2133.33333300 Sq Ft

Endorsement For Deed Number : I - 190204876 / 2017

Certificate of Market Value(WB PUV rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 27,17,66,799/-

Ashoke Kumar Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

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 12:40 hrs on 18-12-2017, at the Office of the A.R.A. - II KOLKATA by Mr MANISH PODDAR .

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

Execution is admitted on 18/12/2017 by 1. Mrs BHANUMATI SAHA, Alias Mrs SUMITA SAHA, Wife of Mr MADHAB CHANDRA SAHA, AJ-119, SALT LAKE CITY, SECTOR - II, P.O: SECH BHAWAN, Thana: East Bicharnagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by Profession House wife, 2. Mrs TAPATI SAHA, Wife of Mr ASISH SAHA, 27, JANAK ROAD, P.O: SARAT BOSE ROAD, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife, 3. Mrs NANDITA PODDAR, Wife of Mr DILIP KUMAR PODDAR, 27, JANAK ROAD, P.O: SARAT BOSE ROAD, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife

Identified by Mr ASISH KUMAR SAHA, , , Son of Late NARAYAN CHANDRA SAHA, 27, JANAK CHANDRA SAHA, P.O: SARAT BOSE ROAD, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by profession Retired Person

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

Execution is admitted on 18-12-2017 by Mr MANISH PODDAR, DIRECTOR, M/S RASHBEHARI CONSTRUCTION PVT. LTD. [Private Limited Company], 16A, BRABOURNE ROAD, P.O:- GPO, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001

Identified by Mr ASISH KUMAR SAHA, , , Son of Late NARAYAN CHANDRA SAHA, 27, JANAK CHANDRA SAHA, P.O: SARAT BOSE ROAD, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by profession Retired Person

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,27,021/- (B = Rs 3,27,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 3,27,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 15/12/2017 12:48PM with Govt. Ref. No: 192017180135764601 on 15-12-2017, Amount Rs: 3,27,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 146592528 on 15-12-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs: 75,021/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 75,021/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 78760, Amount: Rs.10/-, Date of Purchase: 27/11/2017, Vendor name: A K MAITY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 15/12/2017 12:48PM with Govt. Ref. No: 192017180135764601 on 15-12-2017, Amount Rs: 75,021/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 146592529 on 15-12-2017, Head of Account 0030-02-103-003-02

Ashoke Kumar Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal