



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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

*[Signature]*  
District Sub-Register-II  
Alipore, South 24-Parganas

24 FEB 2022

(4)

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on this the 24<sup>th</sup> day of February, Two Thousand and Twenty Two (2022) A.D,

**BETWEEN**

55827

31 JAN 2022

Sl. No. .... Date .....

Rs. .... Subhankar Sarkar  
Advocate

Name ..... Alipore Judges' Court

Address ..... Sherista No.: D-11 (Opposite to Record Room)  
Kolkata-700 027

SMRITI BIKASH DAS  
Govt. Licence Stamp Vender  
Alipore Police Court  
KOL-27



District Sub-Registrar-II  
Alipore, South 24 Parganas  
24 FEB 2022

**SRI BARUN PRAMANIK**, (PAN: AKDPP4511E, AADHAAR NO. 4687 6349 3207), son of Late Nagandra Nath Pramanik, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 13A/1, Sudha Sindhu Banerjee Road, Post Office-Parnasree Pally, Police Station-Parnasree, Kolkata -700060, hereinafter called and referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

**A N D**

**M/S. RAINBOW INFRA PROJECT** (PAN: ABEFR5638N) a Partnership firm, having its registered Office at 13A/1, Sudha Singha(sindhu) Banerjee Road, Post Office-Parnasree, Police Station-Behala, Kolkata-700 060, represented by its Partners-(1) **SRI BARUN PRAMANIK**, (PAN: AKDPP4511E, AADHAAR NO. 4687 6349 3207), son of Late Nagandra Nath Pramanik, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at 13A/1, Sudha Sindhu Banerjee Road, Post Office-Parnasree Pally, Police Station-Parnasree, Kolkata-700060; (2) **SRI DEBASHIS BHOWMICK**, (PAN: AHEPB7356D, AADHAAR NO. 7080 5530 0757) son of Late Sunil Chandra Bhowmick, by faith-Hindu, by Occupation -Business, Nationality-Indian; residing at 26B, Motilal Gupta Road, Post Office : Barisha, Police Station : Haridevpur, Kolkata-700008; and (3) **SRI RANA DEB CHOWDHURY**, (PAN: AFGPC9067A, AADHAAR NO. 9639 1225 2727) son of Late. Ranjan Kanti Chowdhury, by faith-Hindu, by Occupation -Business, Nationality-Indian; residing at E-8/303, Peerless Nagar Panihati, Post Office : Panihati, Police Station : Khardah, Kolkata-700114, District : North 24 Parganas; hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors-in-office and assigns) of the **OTHER PART**.

**WHEREAS** by virtue of a registered Deed of Conveyance dated 06.12.1935 M/S. Mugneeram Bangur & Company sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 4 Cottahs, be the same or a little more or less, being Plot Nos.35E and 35F being part

of Plot No.35 formed out of larger Premises, lying and situated at and being Premises No.41, Russa Road subsequently renumbered and known as 10/35E, Charu Chandra Avenue, Calcutta, unto and in favour of Rebati Mohan Sen. The said Deed of Conveyance was registered at the office of District Sub-Registrar of 24 Parganas Alipore and entered in Book No.I, Volume No.53, Page Nos.293 to 298, Being No.4886 for the year 1935.

**AND WHEREAS** after purchasing the aforesaid property, the said Rebati Mohan Sen constructed a three storied dwelling house at the aforesaid property and enjoying the same by paying taxes and outgoings to the appropriate authority.

**AND WHEREAS** while thus seized and possessed the same the said Smt. Rebati Mohan Sen died testate on 22.01.1960 leaving behind her Last Will and Testament dated 12.01.1959 bequeathing the aforesaid property in equal share unto and in favour of his younger son Ranajit Kumar Sen and daughter Latika Sengupta.

**AND WHEREAS** after the demise of Rebati Mohan Sen, the said Ranajit Kumar Sen and Latika Sengupta jointly filed an application for grant of Probate before the Learned District Delegate at Alipore, which was registered as Act 39 (Probate) Case No.120 of 1961 and the said Will was duly probated on 28.04.1962 by the Order of the Learned District Delegate at Alipore.

**AND WHEREAS** after getting the aforesaid property by virtue of the Will and its Probate, the said Ranajit Kumar Sen and Latika Sengupta became joint absolute owners in respect of the aforesaid house property, each having undivided 50% share therein.

**AND WHEREAS** while thus seized and possessed of the same the said Ranajit Kumar Sen died testate on 09.10.1983 leaving behind his Last Will and Testament bequeathing his undivided 50% share unto and in favour of his wife Manashi Sen.

**AND WHEREAS** after the demise of Ranajit Kumar Sen, his wife Smt. Manashi Sen filed an application for grant of Probate before the Learned District Delegate at Alipore which was registered as Act 39 (Probate)

Case No.279 of 1961 and the said Will was duly probated on 12.10.1985 by Order of the Learned District Delegate at Alipore.

**AND WHEREAS** by virtue of Probate of the Wills the said Smt. Latika Sengupta and Smt. Manashi Sen became the joint absolute owners in respect of the aforesaid house property each having undivided 50% share in it and got their names separately assessed and mutated in the records of the Kolkata Municipal Corporation and the house property since been known as KMC Premises No. 35E, Charu Chandra Avenue, Police Station: Tollygunge, Kolkata- 700033 and enjoying the same by paying taxes and outgoings to the appropriate authority.

**AND WHEREAS** the said Smt. Latika Sengupta died in the year 1988 leaving behind his Last Will and Testament bequeathing her undivided 50% share unto and in favour of his brother Ranajit Kumar Sen and nephews Sri Himadri Ghosh and Sri Hitendra Ghosh in equal share.

**AND WHEREAS** after the demise of Smt. Latika Sengupta, her nephews Sri Himadri Ghosh and Sri Hitendra Ghosh as joint applicants filed an application in Testamentary Jurisdiction of Delhi High Court and the said Will was probated on 29.08.1989 in favour of Sri Himadri Ghosh and Sri Hitendra Ghosh. It is pertinent to mention herein that as Ranajit Kumar Sen predeceased his sister his undivided 1/6<sup>th</sup> share devolved upon his wife Smt. Manashi Sen.

**AND WHEREAS** thus by virtue of the said Will and inheritance the said Manashi Sen became the owner in respect of undivided 2/3<sup>rd</sup> share in respect of the aforesaid house property and remaining undivided 1/3<sup>rd</sup> share devolved upon her said two sons Sri Himadri Ghosh and Sri Hitendra Ghosh.

**AND WHEREAS** the said Manashi Sen died intestate on 11.11.2015 leaving behind his three daughters Smt. Sumedha Sen, Smt. Sutapa Chaudhuri, Smt. Sharmistha Gupta, two sons Sri Himadri Ghosh and Sri Hitendra Ghosh as her heirs and after the demise of Manashi Sen her three daughters and two sons became the owners in respect of the aforesaid house property and enjoying the same by paying taxes and outgoings to the appropriate authority.

**AND WHEREAS** by virtue of a registered Deed of Sale dated 16.11.2017 the said Smt. Sumedha Sen, Smt. Sutapa Chaudhuri, Smt. Sharmistha Gupta, Sri Himadri Ghosh and Sri Hitendra Ghosh jointly sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 4(four) Cottahs, be the same or a little more or less, whereupon a three storied building standing thereon, lying and situate at and being KMC Premises No.35E, Charu Chandra Avenue, Police Station: Charu Market, Kolkata-700033, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.81, unto and in favour of KIC Resources Limited. The said Deed' was registered at the 'office of Additional District Sub-Registrar at Alipore and entered in Book No. I, Volume No. 1605-2017, Page Nos. 194166 to 194207, Being No. 160507107 for the year 2017.

**AND WHEREAS** after purchasing the aforesaid property the said KIC Resources Limited as owner got its names mutated in respect of KMC Premises No. 35E, Charu Chandra Avenue, Police Station: Charu Market, Kolkata-700033, in the records of the Kolkata Municipal Corporation, under Assessee No.11-081-02-0075-3 and enjoying the same by paying taxes and outgoing to the appropriate authority.

**AND WHEREAS** for the purpose of construction of the building upon the land, the said KIC Resources got a plan sanctioned from the Kolkata Municipal Corporation, being Building Permit No.2018100224 dated 22.11.2018 (hereinafter referred to as the "***Sanction Plan***").

**AND WHEREAS** while thus seized and possessed of the aforesaid property the said KIC Resources Limited by virtue of a registered Deed of Conveyance dated 28.01.2022 sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 4(four) Cottahs, be the same or a little more or less, whereupon a three storied building standing thereon, lying and situated at and being KMC Premises No.35E, Charu Chandra Avenue, Police Station: Charu Market, Kolkata-700033, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.81, under Assessee No.11-081-02-0075-3, District-South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto, unto and in favour of Sri Barun Pramanik, the

present Owner herein. The said Deed of Conveyance was registered at the office of District Sub-Registrar-II at Alipore and entered in Book No.I, Volume No.1602-2022, Page Nos.40509 to 40537, Being No.160201402 for the year 2022.

**AND WHEREAS** after purchasing the aforesaid house property, the present owner own and possessed of **ALL THAT** piece and parcel of land measuring 4(four) Cottahs, be the same or a little more or less, whereupon a three storied building standing thereon, lying and situated at and being KMC Premises No.35E, Charu Chandra Avenue, Police Station: Charu Market, Kolkata-700033, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.81, under Assessee No.11-081-02-0075-3, District-South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto, which has specifically been described in the **SCHEDULE-A** hereunder and hereinafter referred to as the "***Said Property***".

**AND WHEREAS** for want of experience, expertise and also for paucity of funds, the owner is not in a position to raise multi-storied building upon the said property as per plan to be sanctioned by the Kolkata Municipal Corporation, for which the owner was in search of a fittest person or concern, who could raise and construct the multistoried building upon the said property.

**AND WHEREAS** the Party of the Other Part gained experience in the field of construction as Developer with sound financial standing. Being aware of such intention of the Owners, the Other Part approached\*the Owners for construction of the proposed building.

**AND WHEREAS** being relied upon the aforesaid representation made by the Developer, the Owners have discussed the terms and conditions with the Developer for construction of a multistoried building as per plan to be sanctioned by the Kolkata Municipal Corporation and decided to enter into this Development Agreement incorporating the terms and conditions mentioned hereunder.

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

**ARTICLE-I: DEFINITIONS**

- 1.1. **OWNER**: Shall mean **SRI BARUN PRAMANIK**, son of Late Nagandra Nath Pramanik, residing at 13A/1, Sudha Sindhu Banerjee Road, Post Office-Parnasree Pally, Police Station-Parnasree, Kolkata -700060, include his heirs, executors, administrators, legal representatives and assigns.
- 1.2. **DEVELOPER**: Shall mean **M/S. RAINBOW INFRA PROJECT**, a Partnership firm, having its registered Office at 13A/1, Sudha Sindhu Banerjee Road, Post Office-Parnasree, Police Station-Behala, Kolkata-700 060, represented by its Partners-(1) **SRI BARUN PRAMANIK**, son of Late Nagandra Nath Pramanik, residing at 13A/1, Sudha Sindhu Banerjee Road, Post Office-Parnasree Pally, Police Station-Parnasree, Kolkata -700060; (2) **SRI DEBASHIS BHOWMICK**, son of Late Sunil Chandra Bhowmick, residing at 26B, Motilal Gupta Road, Post Office : Barisha, Police Station : Haridevpur, Kolkata-700008; and (3) **SRI RANA DEB CHOWDHURY**, son of Late Ranjan Kanti Chowdhury, residing at E-8/303, Peerless Nagar Panihati, Post Office : Panihati, Police Station : Khardah, Kolkata-700114, District : North 24 Parganas, and include successor-in-office and assigns.
- 1.3. **TITLE DEEDS**:- Shall mean all the documents of title and Ownership relating to the said premises and the same shall be handed over in original by the Owner to the Developer simultaneously on execution of this Agreement. The Developer shall acknowledge to receipt of those original documents on tendering of the same.
- 1.4. **SAID PROPERTY**:- Shall mean **ALL THAT** piece and parcel of land measuring 4(four) Cottahs, be the same or a little more or less, whereupon a three storied building standing thereon, lying and situated at and being KMC Premises No.35E, Charu Chandra Avenue, Police Station: Charu Market, Kolkata-700033, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.81, under Assessee No.11-081-02-0075-3, District-South 24 Parganas, together with all right of easements, common facilities



and amenities annexed thereto, morefully described in SCHEDULE "A".

- 1.5. BUILDING: Shall mean the building to be constructed upon the land of the said property as per the Building Plan sanctioned by the Kolkata Municipal Corporation and shall include any additional constructions and/or floors that may be subsequently sanctioned and/or constructed from time to time.
- 1.6. OWNERS' ALLOCATION: Shall mean the allocation of the Owners as mentioned in SCHEDULE-"B" hereunder written.
- 1.7. DEVELOPER'S ALLOCATION: Shall mean the allocation of the Developer as mentioned in SCHEDULE-"C" hereunder written.
- 1.8. COMMON PORTIONS FACILITIES & AMENITIES: Shall mean and include corridors, hall ways, stair ways, passage ways, drive ways, common paths and passages, common lavatories, pump space, underground water reservoir, overhead water tank, ultimate roof of the building, lifts, lift landing on all floors, electrical transformer, electrical devices, water pump and motor and other facilities to be provided by the Developer for the enjoyment, maintenance and/or management of the Building as specifically mentioned in the SCHEDULE "E" hereunder written.
- 1.9. COMPETENT AUTHORITY: shall mean Kolkata Municipal Corporation, Government of West Bengal having at present the authority and powers to give permission for development of the said premises and to construct building(s) thereat and thereon as per building and other related plans to be sanctioned and approved by them or such other authority or authorities as are notified by the government in future for the said purposes.
- 1.10. BUILDING PLAN: Shall mean and include plan sanctioned by the Kolkata Municipal Corporation for the construction of a ground plus three storied building being Building Permit No. 2018100224 dated 22.11.2018.
- 1.11. APARTMENT(S): Shall mean and include dwelling units and flats as are created/built/constructed in the proposed building by the Developer for sale, transfer and/or use for residential or

commercial or business or professional or occupational purposes or for any other related and ancillary purpose as per sanction plan of the competent authority.

- 1.12. **CAR PARKING AREAS/GARAGES:** Shall mean areas/spaces whether covered, uncovered or open, as are sanctioned by the competent authority in the proposed Building for parking of two wheelers, motor cars and vehicles and for use as garages for other means of conveyances.
- 1.13. **SALEABLE SPACE:** Shall mean units/floors/ flats /commercial spaces/car parking spaces/ spaces and other rights in the building available for independent use and occupation and shall include the proportionate share in the Common Portions Facilities & Amenities.
- 1.14. **COMMON EXPENSES:** Shall mean and include the expenses incurred for the purpose of maintaining the said Property and the Building including the common parts comprised in the said Property including matters relating to the mutual rights and obligations of the Developer, the Owners and nominee/s including the intending Purchasers/s and the common use and enjoyment thereof, which has specifically been mentioned in the **SCHEDULE- "F"** hereunder.
- 1.15. **THE ARCHITECT:** Shall mean a company or person who may be appointed by the Developer and who shall design and plan the construction of the proposed upon the said Property and obtain require sanction for construction of such Building from the appropriate authorities.
- 1.16. **BUILT UP AREA :** Shall mean and include the covered area of the unit/commercial space/apartment/flat and including external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the Plan to be Sanctioned by the competent authority being the Kolkata Municipal Corporation.
- 1.17. **CARPET AREA:-** Shall mean the net usable floor area of an Apartment excluding the area covered by the external walls, under services shafts, exclusive balcony or verandah area and exclusive

open terrace area but includes the area covered by the internal partition walls of the apartment(s).

1.18. **THE ADVOCATE:-** Shall mean Subhankar Sarkar and his associates who has been appointed by the Developer for preparing all Agreements, Deeds and documents relating to transfer of the Saleable Space and incidental thereto.

1.19. **TRANSFeree:** Shall mean any individual Hindu Undivided Family, Partnership Firm, Limited Liability Partnership, Company, Trust, Society or any other legal entity to whom any part of the Saleable Space in the Building comprised in the said Property including units/floors/ flats/commercial spaces/car parking spaces/ spaces is agreed to be transferred by way of sale or lease.

1.20. **ROOF/TERRACE:** Shall mean the ultimate roof of the Building shall be treated as common all the Owner of the building.

1.21. **NOTICE:** - Shall mean and include all notices to be served hereunder by either of the parties to the other and such notices shall deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the concerned party hereto.

1.22. **SINGULAR:** Shall include plural and vice versa.

1.23. **MASCULINE:** Shall include feminine and neuter gender and vice versa.

#### **ARTICLE-II COMMENCEMENT**

2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

#### **ARTICLE-III: OWNER'S REPRESENTATIONS & RIGHT**

3.1. The present Owner owned and possessed of the property mentioned in **SCHEDULE-"A"** hereunder. The Owner is lawfully entitled to sell, develop, lease out and/or otherwise deal with and/or dispose of the properties belonging to the Owner including the said Property without requirement of any permission or consent from a Court or otherwise.

- 3.2. Save and except the Owner, nobody else have any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said Property.
- 3.3. The said Property is free from all encumbrances, charges, liens, claims, demands, mortgages, leases, tenancies, licenses, occupancy rights, trusts, debutter, prohibitions, restrictions, restrictive covenants, executions, acquisitions, requisitions, attachments, vesting, alignment, easements, lispensens, injunctions, court orders and liabilities whatsoever or howsoever.
- 3.4. From the date of execution of this Agreement and till completion of the Building and transfer of all Saleable Spaces therein by execution and registration of Deeds of Conveyance, if any person or entity claims to have any right, title and/or interest in respect of the said Property and/or if there is any defect in title of the Owner and/or there is any hindrance in completion of the building and/or transfer of the Saleable Spaces as aforesaid, then the Owner shall be liable for the same and shall forthwith resolve the same at their own costs and expenses. The Owner shall ensure at their own costs that the Owner's title to the said Property continues to remain marketable and free from all encumbrances, liabilities and restrictions and is approved for grant of Project Finance and housing loans.
- 3.5. The Owner have not entered into any agreements for sale and/or development agreement or any other agreement, arrangement or understanding whatsoever or howsoever in respect of the said Property. If there is any agreement found to be existence, then the Owner shall resolve the disputes at their own cost and expenses with the third party or the Agreement Holder.
- 3.6. No suits and/or other legal proceedings are pending regarding the said Property and there are no orders of Court or any other authority affecting the said Property and/or the right title and interest of Owner herein.

- 3.7. The said Property is not affected by any Thika Tenancy and the Owner have not received notice of any claim or proceedings regarding Thika Tenancy.
- 3.8. The said Property is not affected by any requisition or acquisition by any authority or authorities under any law and/or otherwise.
- 3.9. No part of the said Property has been or is liable to be vested and/or acquired under the West Bengal Estates Acquisition Act, 1953, the West Bengal Land Reforms Act, 1955, the Urban Land (Ceiling and Regulation) Act, 1976 and/or any other law and no notice has been issued and no proceedings have commenced or are pending in respect thereof or there under.
- 3.10. All rates, taxes, levies, outgoing's, liabilities etc. whatsoever including municipal taxes, etc. in respect of the said Property have been paid and discharged and/or shall be paid and discharged by the Owner on or before execution of this agreement.
- 3.11. The Owner has good and marketable title to the said Property and is lawfully entitled to enter into this Agreement on the terms and conditions contained herein.

**ARTICLE-IV: DEVELOPER'S RIGHTS**

- 4.1. The Owner hereby grant and exclusive rights to the Developer to develop the said property by way of constructing the building thereon in accordance with the Building Plan sanctioned by the Kolkata Municipal Corporation including any amendment and/or modification thereto made or caused to be made by the Developer.
- 4.2. The Developer shall pay and bear all expenses towards building material, lawyer fees, architect fees, and all construction charges of the Building, and to complete it in all respects at its own costs or at the cost of the intending purchaser or purchasers for the purpose of development, of the said property.
- 4.3. It is made clear that the Developer shall have right to sell, transfer and assign and/or dispose of all the units/floors/flats/commercial spaces/car parking spaces/ spaces in the building to the prospective buyers at the consideration or price to be decided at the discretion of the Developer and to deposit the

sale consideration in the account of the Developer and the Developer shall disburse 50% of the sale proceeds to the owner, time to time.

- 4.4. The Developer shall have the right to publish and/or put up advertisements and/or hoarding at any place including in the said Property to draw the attention of the prospective buyers for purchase of the units/floors/ flats /commercial spaces/car parking spaces/ spaces comprised in the said property.

**ARTICLE-V: CONSIDERATION/ALLOCATIONS**

- 5.1. The Developer shall construct Ground plus three storied building upon the said property mentioned in **SCHEDULE-A** hereunder
- 5.2. In lieu of the land of the said property, the Owner will be entitled 50% constructed area which has been specifically described in **SCHEDULE-"B"** hereunder, together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed to the proposed building as Owner's allocation.
- 5.2. Save and except the Owner's allocation in lieu of making construction of the proposed building, the Developer shall be entitled to get remaining 50% constructed area in the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed to the prospered building as Developer's Allocation, which has been specifically described in the **SCHEDULE-"C"** hereunder.
- 5.3. The Developer shall have liberty and full right to deal with and dispose of all the units/floors/ flats/commercial spaces/car parking spaces/ spaces namely the owner's and the Developer's allocation in the building in any manner whatsoever for such consideration and on such terms and conditions as may be decided by the Developer in its sole discretion without creating financial liability to the Owner. The Developer shall receive the entire amount in its account thereby selling all the flats/floors/units/ car parking spaces in the proposed building and disburse the 50% consideration amount from the sale proceeds to the Owner.

- 5.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said Property or any part thereof to the Developer or creating any right, title or interest in respect thereof to the Developer, save and except to commercially explore the same in terms hereof by construction of the Building on the said Property and to deal with the Owner's and Developer's Allocation in the Building in the manner herein stated, without creating any financial liability upon the Owner.

**ARTICLE-VI: POSSESSION**

- 6.1. The Owner shall hand over physical vacant khas possession of the said property to the Developer within 7(seven) days after obtaining sanction of the building plan.

**ARTICLE-VII: PROCEDURE**

- 7.1 The Owner doth hereby undertake to execute as and when necessary all papers, deeds, documents, agreements, revise plans etc. for the purpose of development and construction on the said Property.
- 7.2 The Developer shall take all steps for obtaining revise/modification of the existing sanction of the Building Plans in the name of the Owner and the owner shall modify/revise plan and other application if any. The Developer shall keep the original of the sanctioned Building Plan relating to the said Property in its custody.
- 7.3 Simultaneously on execution of this Agreement, the Owner shall hand over Original Title Deeds, Mutation Certificate, Tax Receipts and other documents and papers relating to the said Property (hereinafter collectively referred to as "the **Title Documents**") to the Developer and the Developer shall acknowledge the same by tendering a receipt regarding the same.
- 7.4 The Developer shall execute and register the Agreement for Sale (s) and Deed of Conveyance(s) in respect of the owner and Developer's Allocation as mentioned in **SCHEDULE-"B" & "C"**

hereunder in favour of the intending purchasers and/or their nominee to be selected by the Developer.

- 7.5 The Developer shall keep the Development Agreement in original in its custody, while the Owner shall keep certified copy of Development Agreement.

**ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING**

- 8.1. The Owner and the Developer jointly will be entitled to transfer or otherwise deal with all the units/floors/ flats/commercial spaces/car parking spaces/ spaces in the building and the Owner shall have no exclusive right, title interest and/or authority to deal with any portion of the proposed building.
- 8.2. That saves and except allocation mentioned in the **SCHEDULES- "B" & "C"** hereunder, the common arrears, facilities and amenities will be jointly possessed by the Owner and the Developer and their heirs and nominees.
- 8.3. The Developer being the party of the other Part shall be at liberty with exclusive right and authority to negotiate for sale of units/floors/flats/commercial spaces/car parking spaces/spaces together with proportionate share of land of the proposed building/s upon the said property with any prospective buyer/s on or before or in course of the construction work of the said building/s at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer in its name and shall deposit the amount in the account of the Developer and the Developer shall disburse the 50% amount of the sale proceeds to the Owner to be deposited in its account time to time.
- 8.4. The Owner and the Developer shall execute the Agreement for sale/s, Deed of Conveyance/s in favour of the intending Purchaser/s in respect of all the units/floors/ flats/commercial spaces/car parking spaces/ spaces in the building together with



undivided proportionate share of the land. The costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.

- 8.5. The expenses for stamp duty and registration of Deeds of Conveyance including all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers.

**ARTICLE-IX: BUILDING**

- 9.1. The Developer shall at its own costs construct, erect and complete ground plus four storied building upon the said Property in accordance with the Building Plan with such materials and with such specification as are mentioned in **SCHEDULE-"F"** hereunder written and as may be recommended by the Architect(s) from time to time.
- 9.2. Subject to the above, the decision of the Architect(s) regarding the quality of the materials shall be final and binding on the parties.
- 9.3. The Developer shall install and/or erect in the Building standard new pump, water storage tanks, overhead reservoirs, electric wiring & fittings in common areas and other facilities as may be decided by it.
- 9.4. The Developer shall be authorized in the name of the Owner in so far as in necessary to apply for and obtain quotas, entitlements and other allocations for cement, all types of steels, bricks other building materials and accessories allocable to the Owner for the construction of the Building and to similarly apply for and obtain temporary and permanent connections of water, electricity, drainage sewerage and/or other facilities for the Building and other inputs and facilities required for the construction of the Building in the said Property.
- 9.5. All costs, charges and expenses for architect's fees shall be discharged and paid by the Developer and the Owner will have no responsibility in this context.

**ARTICLE-X: COMMON FACILITIES**

- 10.1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said Property accruing on or after execution of the Development Agreement and Development Power of Attorney. The Developer shall be liable to bear all property tax and other dues and outgoings in respect of the said Property till that date. Upon construction of the Building all property tax and other dues and outgoings shall be payable by the Transferees in respect of their respective units from such date as may be decided by the Developer.
- 10.2. For permanent electric connection to the flats/spaces in the Building, the intending purchasers (collectively "Transferees") shall pay the deposits demanded by the electric supply authority and other agencies as also the charges for HT/LT electric equipment/panels and cabling to the Developer and the Owner shall also pay the same for the Owner's Allocation
- 10.3. The Owner shall not do any acts deeds or things whereby the Developer may be prevented or hindered in construction and completion of the Building.
- 10.4. The Developer and Owner herein shall be entitled to their respective Allocations/portions in the Building with absolute right to sell, alienate, transfer, gift and/or otherwise dispose of the same.
- 10.5. The Owner and the Developer and their nominee shall maintain the common portion of the proposed building. It is clarified that the Maintenance Charge shall include premium for the insurance of the Building, water, electricity, sanitation and scavenging charges and also repair, maintenance and replacement of all common wiring, pipes, electrical and mechanical equipment and all other installations, appliances and equipment and all costs deposits etc that are incurred or need to be incurred as maintenance charges for all things within the common area or services of the said building.

- 10.6. The Owner shall not do any acts, deeds or things whereby the Developer shall be prevented or obstructed from construction and completion of the said building, as per approved plan.

**ARTICLE-XI: COMMON RESTRICTION**

The Owner's Allocation in the Building shall be subject to the same restrictions and conditions regarding use as applicable to the Developer's Allocation which shall include the follows:-

- 11.1. Neither party shall use or be permitted to use its allocation in the Building or any portion thereof for carrying on any obnoxious, illegal or immoral trade or activity and shall not use it for any purpose which may cause any nuisance or hazard to the other occupiers of the Building in the said Property.
- 11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the Developer in this regard.
- 11.3. Neither party shall transfer or permit to transfer its allocations or any portion thereof unless :-
- a. Such party shall have observed and performed all terms and conditions relating to its allocations to be observed and/or performed under this Agreement.
  - b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and that such transferee shall pay all rates, taxes, expenses and outgoings whatsoever that shall be payable in relation to the area proposed to be acquired by such transferee.
- 11.4. The Parties shall abide by, all law, bye-laws, rules and regulations 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, bye laws, rules and regulations.

- 11.5. The Parties 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 allocations in the Building in good working condition and repair so as not to cause any damage to the Building or any other space or accommodation therein and shall keep the other and/or the occupiers of the Building indemnified of from and against the consequence of any breach.
- 11.6. Neither Party shall do or cause or permit to be done any act or thing which may render void or voidable any policy of insurance relating to the Building or any part thereof and shall keep the other occupiers of the Building harmless and indemnified of from and against the consequences of any breach.
- 11.7. No goods or other items shall be kept by any Parties for display or otherwise in the corridors or in the common portions of the Building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the Building.
- 11.8. The Parties herein shall not throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the Building or in the compounds, corridors or any other portion or portions of the said Property.
- 11.9. The Owner and the Developer shall permit each other's agents, workmen and others at all reasonable times to enter into any portion of the Building for the purpose of maintenance or repairing, rebuilding cleaning, lighting and keeping in order and good condition any common facilities comprised in the common portions in said Property including maintaining the drains, gas and water pipes and electric wires and for any similar purpose.

**ARTICLE XII: OWNER'S OBLIGATIONS**

- 12.1. The Owner does hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the Building at the said Property by the Developer. If any interference or hindrance is caused by the Owner or any of their respective agents, servants, representatives, etc. causing

hindrance or impediment to such construction, the Owner will be liable for all losses and damages and shall keep the Developer harmless and indemnified of from and against the consequences of such interference, hindrance or impediment.

- 12.2. The Owner do hereby covenant with the Developer not to do any act, deed or thing, either by themselves and/or through his respective agents, servants, representatives, etc. whereby the Developer may be prevented from selling, assigning and/or disposing of the Developer's Allocation and/or any portion thereof in favour of the intending buyers of units/floors/flats/commercial spaces/car parking spaces/spaces. The Owner further give undertaking that they shall be liable and responsible for the acts of their respective agents, servants, representatives, etc. and shall keep the Developer harmless and indemnified of from and against the consequences of breach by the Owner and his respective agents, servants, representatives, etc.
- 12.3. The Owner hereby agrees and covenants with the Developer not to let out, grant, lease, mortgage and/or charge or part with possession of the said Property or any portion thereof or enter into any negotiation, agreement, arrangement or understanding whatsoever or do anything by which the title of the said Property is encumbered or adversely affected from the date of execution of this Agreement till the completion of the Project, without the prior consent in writing of the Developer.
- 12.4. The Owner shall bear and pay all taxes, levies, duties, liabilities, etc. relating or arising due to the transaction between the parties in respect of the Owner's Allocation, including sales tax, value added tax, service tax, works contract tax, etc. as also the tax payable on the income arising out of transfer of the same and shall keep the Developer fully indemnified regarding the same.
- 12.5. It is recorded herein that the completion period of the proposed Building by the Developer shall be 24 (twenty four) months from the date of execution of this Agreement and also subject to force majeure and reasons beyond control. Time should be the essence of the contract.

- 12.6. The Owner without being influenced or provoked by anybody do hereby categorically admit that henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount and the Developer shall be entitled to receive all amounts from all intending Purchasers in its own names relating to the Owner and Developer's Allocation.

**ARTICLE-XIII: DEVELOPER'S OBLIGATIONS**

- 13.1 The Developer doth hereby agree and covenant with the Owner to complete the construction of the Building at the said Property within 24 (twenty four) months from the date of execution of this Agreement subject to force majeure and reasons beyond control. Time should be essence of contract.
- 13.2 The Developer shall pay cost of the entire construction of the proposed building and cost of obtaining revise/modify sanction of the existing building plan from Kolkata Municipal Corporation, if required.
- 13.3 The Developer hereby agrees and covenants with the Owner not to violate or contravene the rules applicable to the construction of the Building to be constructed in the said Property.
- 13.4 The Developer shall deliver or part with possession of all the units/floors/flats/commercial spaces/car parking spaces/ spaces in the building to third parties.
- 13.5 The Developer shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever. However, the Equitable mortgage, charge or lien may be created only out of Developer's Allocation of the saleable area as mentioned in **SCHEDULE- "B" & "C" and also** in respect of units/floors/flats/commercial spaces/car parking spaces/spaces of the intending Allottee/s or buyers, who want to purchase and/or buy the same from the Owner and the Developer by availing loan/financial assistance from commercial banks or financial institutions.
- 13.6 The Developer shall obtain all papers and documents relating to the said premises at its cost and expenses for causing sanction of

the building plan from the competent authority. The Owner shall have no liability or responsibility to obtain any documents for causing necessary sanction of the building plan.

- 13.7 The Developer shall not assign this development agreement to any other third party without the prior written approval of the Owner.
- 13.8 The Developer shall bear and pay all taxes, levies, duties, liabilities, etc. relating or arising due to the transaction between the parties in respect of the Developer's Allocation, including sales tax, value added tax, service tax, works contract tax, etc. as also the tax payable on the income arising out of transfer of the same and shall keep the Owner fully indemnified regarding the same.
- 13.9 The Developer shall not assign the agreement to any other third party.
- 13.10 The Developer shall at its supervision; cost and expenses obtained no objection from KIT, Fire Brigade, KMDA, if required.
- 13.11 The Owner do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises due to the Owner' fault, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation sorted out.

**ARTICLE-XIV: OWNER'S INDEMNITY**

- 14.1. The Owner hereby indemnify and agree to keep the Developer saved, harmless and indemnified of from and against all actions suits proceedings claims losses damages costs charges expenses liabilities demands and consequences whatsoever which the Developer may suffer or incur or be made liable for or put to in the event of there being any defect in title of the said Property and/or due to any of the declarations, representations, agreements and assurances made or given by the Owner being incorrect and/or due to any default, breach or violation by the Owner.
- 14.2. The Owner hereby undertake that the Developer shall be entitled to undertake and complete the construction of the Building and

outgoings payable in respect of their respective spaces in the said Property.

- 16.5. The Building to be constructed in the said Property by the Developer shall be made in accordance with the specifications morefully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written.
- 16.6. The Developer shall be entitled to collect/receive payment/reimbursement of the all additional charges, expenses and/or deposits from the intending transferees in the Project in respect of the entire Building. These shall include corpus deposit/sinking fund, deposit/expenses for formation of the Maintenance Company, Common Expenses, Maintenance Charges and deposits for the same, Municipal Taxes and deposits for the same, purchase and installation of generator, deposits demanded by the electric supply authority and other agencies as also the charges and expenses for HT electric equipment and cabling, legal fees, charges for additional work and amenities that may be provided, charges, out pocket expenses and fees payable for changes/regularization/ completion under applicable Rules or provisions, etc.
- 16.7. The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for all portions of the Building shall be prepared by Subhankar Sarkar, Advocate or his associates ("**Project Advocate**"). The same shall contain similar rights and obligations regarding the usage and enjoyment of all the constructed spaces of the New Building. The fees and cost of preparation, stamping, registration and other charges of the Agreements for Sale and the Deeds of Conveyance shall be borne and paid by the intending purchasers of all the constructed spaces of the Building.
- 16.8. In the event of further construction being permissible in addition to the original sanctioned plan, the Owner and the Developer shall be entitled to the same in the proportion to their respective allocation.



shall be entitled to sell the Developer's Allocation as the Developer may deem fit and proper, without any interference or disturbances on the part of the Owner and the Developer shall perform and fulfill the terms and conditions herein contained and/or in its part to be observed and performed.

**ARTICLE-XV: DEVELOPER'S INDEMNITY**

- 15.1. The Developer hereby undertakes to keep the Owner indemnified against third party claims and actions arising out of the any accident or omission or commission of the Developer in relation to the making of construction of the said Building and the Developer shall be fully responsible for all liabilities if the construction fails down due to inferiority of the materials and other patent defects thereto.
- 15.2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, and proceedings and claims that may arise out of the Developer's action with regard to the development of the said Property and/or in the matter of construction of the Building and/or for any defect therein.

**ARTICLE-XVI: MISCELLANEOUS**

- 16.1. The Owner and the Developer have entered into the Agreement purely as a contract and under no circumstances this shall not be treated as a partnership and/or an Association of Persons..
- 16.2. After getting sanction of the Building Plan, the Developer shall start construction of the Building in the said Property in accordance with the sanctioned Building Plan.
- 16.3. Neither party shall be liable for any Income Tax, Wealth Tax, GST or any other taxes in respect of the Allocation of the other party and each party shall be liable to make payment of the same in respect of its Allocation and keep the other parties indemnified against all actions suits, proceedings losses damages costs charges and expenses in respect thereof.
- 16.4. As and from the date of completion of the Building the parties and/or their respective transferees shall be liable to pay and bear the proportionate rates, taxes, maintenance charges and other

- 16.9. The name of the Project/ Building shall be as may be decided by the Developer.
- 16.10. The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement and to fully implement this Agreement.

**ARTICLE-XVII: FORCE MAJEURE**

- 17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".
- 17.2. "Force Majeure" shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, COVID-19 or any other pandemic, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability/shortage of construction material or skilled labour, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.

**ARTICLE- XVIII : PENALTY**

- 18.1. If the Developer unable to make construction of the building upon the said property within 24 (twenty four) months from the date of obtaining sanction of the building plan, the Developer shall pay penalty of Rs.5,000/- per month to the Owner till handing over

possession of the Owner allocation subject to condition that the Owner shall handover possession of the said property including the building to the Developer simultaneously, on sanction of the building plan or as and when the said property including the building shall be handed over, the time for completion of the building would be started.

**ARTICLE-XIX: JURISDICTION**

- 19.1. All dispute and differences arising out of this Agreement or in relation to determination of any liability of the parties hereto or to the construction and interpretation of any of the terms herein and the meaning thereof the parties shall try to resolve the disputes amicably first, otherwise the parties shall have liberty to take recourse of law by instituting Civil and Criminal Proceeding before the Competent Court of Law, where jurisdiction lies.

**ARTICLE-XX - GENERAL CLAUSE**

- 20.1. Unless otherwise advised in writing by either party to the other, the addresses for service of Notices of the Owner shall be to his respective address as mentioned in this Development Agreement.
- 20.2. A notice and all other legal communications shall be served in writing under registered/speed post against acknowledgement.
- 20.3. Notices and all other legal communications shall be served in writing under registered post against acknowledgement by either of the Parties or to the respective Owner and the Developer.
- 20.4. The Developer shall retain, the original and the Owner shall retain certified copy of the Development Agreement with Development Power of Attorney.
- 20.5. The head notes hereto are for the purpose of convenience and reference only and shall not be taken into account or, considered in constructing or interpreting any of the provisions thereof.
- 20.6. This Agreement <sup>supersedes, merges,</sup> all earlier Development Agreements, Memorandum of Understanding, writings, agreement entered into this respect by and between parties hereto and this Agreement will prevail wherever the terms in such documents are not consistent with this Agreement. The amount paid or received

or any other transaction entered into under earlier documents is treated as made in pursuance of this Agreement.

- 20.7. All rights and authorizations towards any change/amendment/modification/approval with respect to any of the terms and conditions/clauses and the referred confirmations in writing by both the parties to this agreement.
- 20.8. The Parties have received, read and understood the terms and conditions herein and the rules and regulations of this agreement.

**THE SCHEDULES ABOVE REFERRED TO**  
**SCHEDULE - "A"**

*(Description of the said property)*

**ALL THAT** piece and parcel of land measuring 4(four) Cottahs, be the same or a little more or less whereupon a three storied building (having 50 years old) standing thereon, measuring covered area of 2200 square feet (on the Ground Floor 800 square feet covered area and on the First Floor 800 square feet covered area and on the Second Floor 600 square feet Covered area) lying and situate at and being KMC Premises No.35E, Charu Chandra Avenue, (Previously known as 10/35E, Charu Chandra Avenue) Police Station: Charu Market, Kolkata-700033, within the territorial limits of Kolkata Municipal Corporation, in its Ward No.81, under Assessee No.11-081-02-0075-3, District and Additional District Sub Registration Office at Alipore, District-South 24 Parganas together with all right of easements common facilities and amenities annexed thereto, which is butted and bounded:-

**ON THE NORTH BY** : 21' feet wide KMC Road ;  
**ON THE SOUTH BY** : Part of Plot Nos.26 and 27;  
**ON THE EAST BY** : 9' feet wide Road;  
**ON THE WEST BY** : Plot No.35D;

**THE SCHEDULE "B" ABOVE REFERRED TO**

*(Owner's Allocation)*

In lieu of the land of the said property the Owner will be entitled to get 50% of the constructed area consisting of units/floors/flats/commercial spaces/car parking spaces/ spaces in the proposed building together with undivided impartible share of the land including all rights of easement, facilities and amenities annexed to.

**THE SCHEDULE - "C" ABOVE REFERRED TO**  
*(Developer's Allocation)*

In lieu of making construction of the proposed building, the Developer is entitled to get remaining 50% constructed area of the proposed building consisting of units/floors/ flats/commercial spaces/car parking spaces/ spaces in the building together with undivided impartible and proportionate share of the land of the said property including all right of easements common facilities and amenities annexed thereto.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
*(Common Areas/ Portions)*

1. Entrance and exits to the said property and the proposed building.
2. Boundary walls and main gate of the said property and proposed building.
3. Roof Top of the proposed building/s.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters, pumps & motors will be installed and electrical wiring and other fittings, (excluding only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room, if any.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said property and the said Building as are necessary for passage and user of the flats/ units in common by the co-Owner.
9. Land underneath of the proposed building.

10. Lift and lift machine room.

11. Septic Tank.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
(Common expenses)

On completion of the building, the Owner, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owner in common;
- d) Municipal Tax, water tax and other levies in respect of the said property and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;
- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owner in common;

**THE SCHEDULE "F" ABOVE REFERRED TO**  
**WORK SCHEDULE/SPECIFICATION (FOR EACH TENEMENT)**

**A. CONCRETE WORK:**

1. R.C.C. framed structure as per design.

**B. BRICK WORK:**

1. All external walls to be 125 mm thick with 1:6 cement sand ratio properly cured.
2. All internal walls 75 mm / 125 mm thick with 1:6 cement sand ratio properly cured.

**C. PLASTERING AND FINISHING:**

1. All external plaster to be 20 mm thick in 1:6 cement sand ratio properly cured.
2. All internal plaster to be 12 mm thick in 1:6 cement sand ratio properly cured.

**D. DOORS:**

1. All door frame to be 2 ½" x 4" made wood properly seasoned.
2. All main entrance doors should be of flush type 35 mm thick.
3. All internal doors should be of flush door type with thick machine made phenol bonded formaldehyde treated of standard make with all fitting fixing complete.

**E. WINDOWS:**

1. All windows are of Aluminum with anodized made with glass panels with M/S grill of approved design by the architect.

**F. FLOORING:**

1. Vitrified tiles to be laid on all rooms, kitchen toilets and skirting 4" high and in bath room ceramic tiles to be laid down.

**G. PAINTINGS AND DECORATION:**

1. Plaster of Paris finishes on all internal walls over plaster.
2. Two coats of fine white washing to the interior surface of staircase, landing, garage etc.
3. One cement primer weather coats of Berger Paints of two coats outside of building.

**H. SANITARY & PLUMBING:**

1. All P.V.C. pipes I.S.I. approved (supreme) and C.P. bib cocks and stop cocks C.P. fitting.
2. One European type white commode and white plastic cistern with commode shower.
3. One head Shower.

4. Three in one Wall Mixture (Hot & cold water arrangements)

**I. KITCHEN:**

1. With C.P. waste fitting, P.V.C. waster pipe and C.P. Connector, C.P. stop and bib cock etc.
2. 100 dia floor trap 1 nos.
3. Kitchen counters will be provided with black stone & Granite finish and back wall to be finished with colour glazed tile of 3'-0" high along with steel sink on the adjacent wall.

**J. ELECTRICITY:**

Concealed wiring , DB box, MCB (phenolex/Havells Brand ).

**BED ROOM** :- 2 light points, 1 fan point and 1 five AMP plug point and 1 A.C. Point will be provided in bed room.

**DRAWING & DINNING** :- Three light points, two fan points, one 15 Amp for freeze & two 5 AMP plug point for T.V.& Set top box and one 15 AMP plug point for washing machine.

**TOILET & KITCHEN**:- One light point in each toilet and kitchen, one 15 AMP plug point in kitchen and one point for exhaust fan in kitchen and toilets and one geyser point will be provided only main toilet.

One light point and one calling bell point will be provided entrance of the Main door.

**K. LIFT :**

4 (four) passenger lift of repute make,



IN WITNESS WHEREOF the PARTIES have put their respective signature on this the day, month and year first above written.

SIGNED SEALED & DELIVERED

by the PARTIES in the Presence of :-

WITNESSES :-

1. Dibyendu Chandra  
15/2, Raja Ram Mohan  
Roy Road, Kalkali. 700008

*Baam Pramank*

Signature of the OWNER

2. Goutam Jana  
Alipore Judges court  
K.C. 27

For RAINBOW INFRA PROJECT  
*Baam Pramank*  
Partner

For RAINBOW INFRA PROJECT

*Debski Banerjee*  
Partner

For RAINBOW INFRA PROJECT  
*Rama Deb Pramank*  
Partner

Signature of the DEVELOPER

Drafted by and Prepared  
in my office :-

*Subhankar Sarkar*

**Subhankar Sarkar**

Advocate

Enrolment No. WB/205/1997 of

Bar Council of West Bengal,

Alipore Judges' Court, Kolkata : 700027.



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

GRN Details

GRN: 192021220190857608  
 GRN Date: 22/02/2022 23:43:44  
 BRN : 6834334567918  
 Gateway Ref ID: 202205373145980  
 Payment Status: Successful  
 Payment Mode: Online Payment (SBI Epay)  
 Bank/Gateway: SBIEpay Payment Gateway  
 BRN Date: 22/02/2022 23:02:35  
 Method: State Bank of India New PG DC  
 Payment Ref. No: 2000565678/2/2022  
 [Query No\*/Query Year]

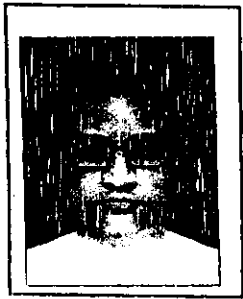
Depositor Details

Depositor's Name: DEBASHIS SUMANA BHOWMICK  
 Address: 64E, KALIPADA MUKHERJEE ROAD Ba  
 Mobile: 8337060038  
 Email: dconstruction2012@gmail.com  
 Contact No: 8337060038  
 Depositor Status: Seller/Executants  
 Query No: 2000565678  
 Applicant's Name: Mr Subhankar Sarkar  
 Identification No: 2000565678/2/2022  
 Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sr No	Payment ID	Description	Head on A/C	Amount (₹)
1	2000565678/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	20020
2	2000565678/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	20041

IN WORDS: TWENTY THOUSAND FORTY ONE ONLY.



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SRI BARUN PRAMANIK

Signature: *Barun Pramanik*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SRI DEBASHIS BHOWMICK

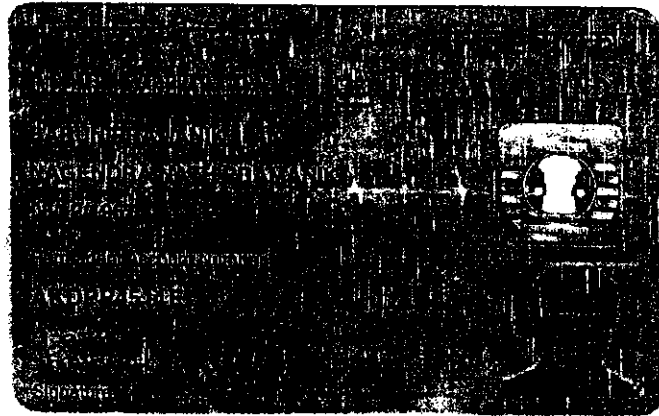
Signature : *Debashis Bhowmick*



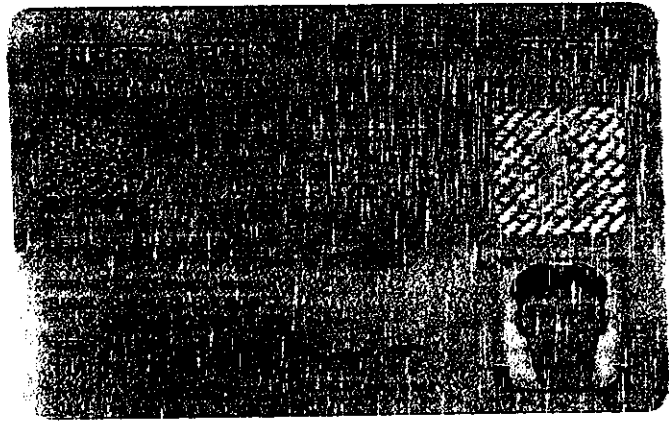
	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

NAME:- SRI RANA DEB CHOWDHURY

Signature : *Rana Deb Chowdhury*



Baron Fennick





Government of India



AADHAAR

### তথ্য

আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।  
শ্রীচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ  
করুন।

### INFORMATION

Aadhaar is proof of identity, not of citizenship .

To establish identity, authenticate online .

আধার সারা দেশে মান্য।

আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা  
প্রাপ্তির সহায়ক হবে।

Aadhaar is valid throughout the country .

Aadhaar will be helpful in availing Government  
and Non-Government services in future .



ভারতীয় পরিচয় প্রমাণ প্রাধিকরণ  
Unique Identification Authority of India

কানা:  
ড/বি. মতিলাল গুপ্ত রোড, পূর্ব  
ডিশা, বর্ডিশা, দঃ ২৪ পরগনা,  
শিমবঙ্গ, 700008

Address:  
26/B, MOTILAL GUPTA ROAD  
Purba Barisha, Barisha, South  
Twenty Four Parganas, West  
Bengal, 700008

7080 5530 0757

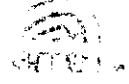
1947  
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in



ভারত সরকার



ভারত সরকার  
Unique Identification Authority of India  
Government of India  
তালিকাভুক্তির আই ডি / Enrollment No.: 1040/19882/19278

To  
দেবশীষ ভৌমিক  
Debashis Bhowmick  
26/B MOTILAL GUPTA ROAD  
Purba Barisha  
Barisha  
South Twenty Four Parganas  
West Bengal 700008  
70805260  
10401988219278



আপনার আধার সংখ্যা / Your Aadhaar No. :  
**7080 5530 0757**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



দেবশীষ ভৌমিক  
Debashis Bhowmick  
পিতা সুনীল চন্দ্র ভৌমিক  
Father: SUNIL CHANDRA BHOWMICK  
জন্মতারিখ / DOB : 11/01/1972  
পুরুষ / Male



7080 5530 0757

আধার - সাধারণ মানুষের অধিকার

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

स्थायित्व अकाउंट नंबर कार्ड  
Permanent Account Number Card  
**ABEFR5638N**



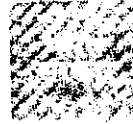
संस्था का नाम  
RAINBOW INFRA PROJECT

लेगमन / गठन की तारीख  
Date of Incorporation / Formation  
04/02/2022

14022022

**इस कार्ड के खोने/पाने पर कृपया सूचित करें/वीटारु:**

आयकर पैन सेवा इकाई, एन एच सी एल  
चौथे मंजिल, मन्त्री स्टर्लिंग,  
प्लॉट नं. 341, सर्वे नं. 997/क,  
मॉडल कॉलोनी, दीप बंगला चौक के पास,  
पुणे - 411 016.



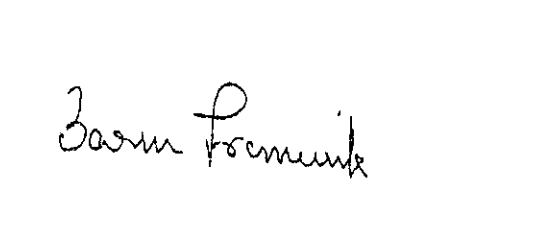


**If this card is lost / someone's lost card is found,  
please inform / return to :**

Income Tax PAN Services Unit, NSDL  
4th Floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/क,  
Model Colony, Near Deep Bangalaw Chowk,  
Pune - 411 016.

संस्था का नाम / गठन की तारीख  
Date of Incorporation / Formation


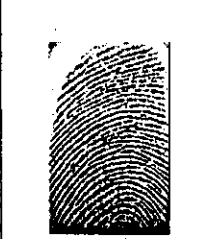
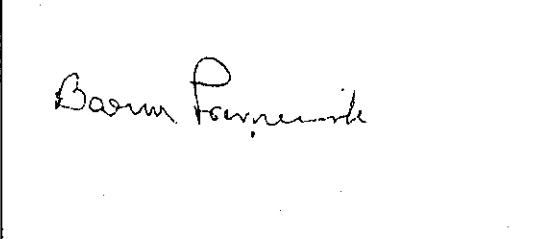
**Land Lord Details :**

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr BARUN PRAMANIK</b> Son of Late Nagandra Nath Pramanik Executed by: Self, Date of Execution: 24/02/2022 , Admitted by: Self, Date of Admission: 24/02/2022 ,Place : Office			
	24/02/2022	LTI 24/02/2022	24/02/2022	
13A/1, Sudha Sindhu Banerjee Road,, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx1E, Aadhaar No: 46xxxxxxxx3207, Status :Individual, Executed by: Self, Date of Execution: 24/02/2022 , Admitted by: Self, Date of Admission: 24/02/2022 ,Place : Office				

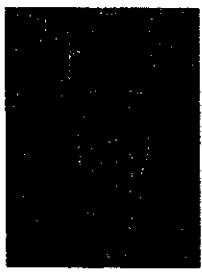

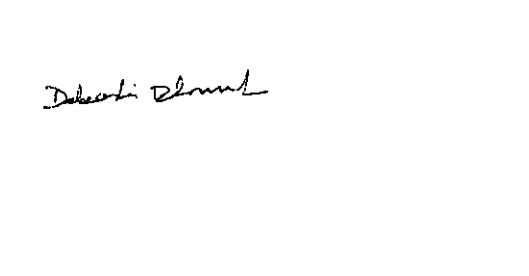

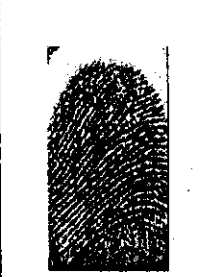
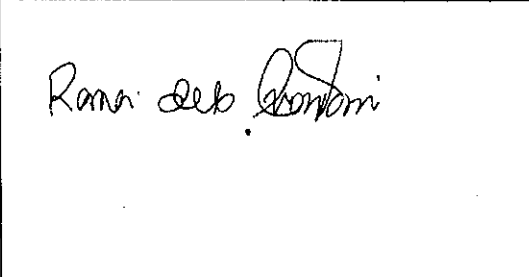
**Developer Details :**

Sl No	Name, Address, Photo, Finger print and Signature			
1	<b>RAINBOW INFRA PROJECT</b> 13A/1, Sudha Singha(sindhu) Banerjee Road,, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060 , PAN No.:: ABxxxxxx8N, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

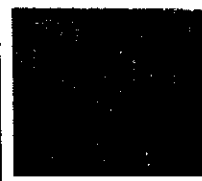


**Representative Details :**

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr BARUN PRAMANIK</b> Son of Late Nagandra Nath Pramanik Date of Execution - 24/02/2022, , Admitted by: Self, Date of Admission: 24/02/2022, Place of Admission of Execution: Office			
	Feb 24 2022 2:21PM	LTI 24/02/2022	24/02/2022	
13A/1, Sudha Sindhu Banerjee Road,, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx1E, Aadhaar No: 46xxxxxxxx3207 Status : Representative, Representative of : RAINBOW INFRA PROJECT (as partners)				



2	Name	Photo	Finger Print	Signature
	<b>Mr DEBASHIS BHOWMICK (Presentant)</b> Son of Late Sunil Chandra Bhowmick Date of Execution - 24/02/2022, , Admitted by: Self, Date of Admission: 24/02/2022, Place of Admission of Execution: Office			
		Feb 24 2022 2:21PM	LTI 24/02/2022	24/02/2022
26B, Motilal Gupta Road,, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx6D, Aadhaar No: 70xxxxxxx0757 Status : Representative, Representative of : RAINBOW INFRA PROJECT (as partners)				
3	Name	Photo	Finger Print	Signature
	<b>Mr RANA DEB CHOWDHURY</b> Son of Late Ranjan Kanti Chowdhury Date of Execution - 24/02/2022, , Admitted by: Self, Date of Admission: 24/02/2022, Place of Admission of Execution: Office			
		Feb 24 2022 2:22PM	LTI 24/02/2022	24/02/2022
8/303, Peerless Nagar Panihati,, City:- , P.O:- Panihati, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700114, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx7A, Aadhaar No: 96xxxxxxx2727 Status : Representative, Representative of : RAINBOW INFRA PROJECT (as partners)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Goutam Jana</b> Son of Mr Goutam Jana Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	24/02/2022	24/02/2022	24/02/2022
Identifier Of Mr BARUN PRAMANIK, Mr BARUN PRAMANIK, Mr DEBASHIS BHOWMICK, Mr RANA DEB CHOWDHURY			

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr BARUN PRAMANIK	RAINBOW INFRA PROJECT-6.6 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr BARUN PRAMANIK	RAINBOW INFRA PROJECT-2200.00000000 Sq Ft



भारत सरकार  
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

Enrollment No. : 0651/99125/02952

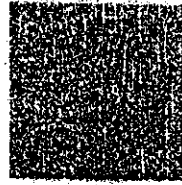
To  
Barun Pramanik

C/O: Nagendra Nath Pramanik,  
13A/1,  
SUDHA SINDHU BANERJEE ROAD,  
VTC: Parnasree Pally, PO: Parnasree Pally,  
Sub District: Kolkata, District: Kolkata,  
State: West Bengal, PIN Code: 700016,  
Mobile: 9836872539

70714505



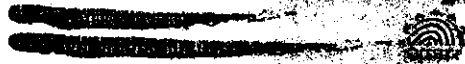
KF707145057FI



आपका आधार क्रमांक / Your Aadhaar No. :

4687 6349 3207

मेरा आधार, मेरी पहचान



Issue Date: 23/11/2012



Barun Pramanik  
DOB: 08/12/1967  
Male

4687 6349 3207

मेरा आधार, मेरी पहचान

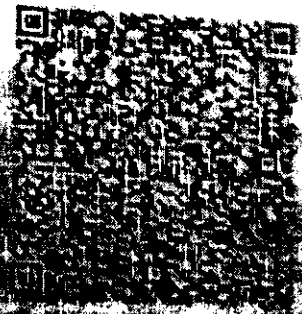
Barun Pramanik

রানা দেব চৌধুরী

Rana Deb Chowdhury

জন্মতারিখ / DOB: 22/04/1972

পুরুষ / MALE



স্বাক্ষরিত আবেদনের আধিকার

On: 24-02-2022

**Certificate of Admissibility (Rule 43, W.B. Registration Rules, 1962)**

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:35 hrs on 24-02-2022, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr DEBASHIS BHOWMICK .

**Certificate of Market Value (WB RUVI rules of 2004)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,26,26,998/-

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

Execution is admitted on 24/02/2022 by Mr BARUN PRAMANIK, Son of Late Nagandra Nath Pramanik, 13A/1, Sudha Sindhu Banerjee Road,, P.O: Parnasree, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700060, by caste Hindu, by Profession Business

Identified by Mr Goutam Jana, , Son of Mr Goutam Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 24-02-2022 by Mr BARUN PRAMANIK, partners, RAINBOW INFRA PROJECT (Partnership Firm), 13A/1, Sudha Singha(sindhu) Banerjee Road,, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060

Identified by Mr Goutam Jana, , Son of Mr Goutam Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 24-02-2022 by Mr DEBASHIS BHOWMICK, partners, RAINBOW INFRA PROJECT (Partnership Firm), 13A/1, Sudha Singha(sindhu) Banerjee Road,, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060

Identified by Mr Goutam Jana, , Son of Mr Goutam Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 24-02-2022 by Mr RANA DEB CHOWDHURY, partners, RAINBOW INFRA PROJECT (Partnership Firm), 13A/1, Sudha Singha(sindhu) Banerjee Road,, City:- , P.O:- Parnasree, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060

Identified by Mr Goutam Jana, , Son of Mr Goutam Jana, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53/- ( E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/02/2022 11:45PM with Govt. Ref. No: 192021220190857608 on 22-02-2022, Amount Rs: 21/-, Bank: SBI EPay ( SBlePay), Ref. No. 6834334567918 on 22-02-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 20,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 942143, Amount: Rs.50/-, Date of Purchase: 31/01/2022, Vendor name: S B Das  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 22/02/2022 11:45PM with Govt. Ref. No: 192021220190857608 on 22-02-2022, Amount Rs: 20,020/-,  
Bank: SBI EPay ( SBlePay), Ref. No. 6834334567918 on 22-02-2022, Head of Account 0030-02-103-003-02



**Suman Basu**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - I | SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

