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Additional District Sub-Registrar
Cantonment, Trichy, Tamil Nadu, 620 002 (North)

15 JUL 2015

S-0-466952/15

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 15th day of July
Two Thousand and Fifteen (2015)

BETWEEN

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2015/15
T- 6502/15
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(1) SMT. CHITRA PAUL (KUNDU), wife of Sri Arjit Paul, by faith - Hindu, by nationality - Indian, by occupation - Teacher, residing at Premises No. 4, Khalishakota Pally, Post Office - Rajbari, Police Station - Dum Dum, Kolkata - 700 081, District North 24-Parganas and (2) SRI SOMNATH KUNDU, son of Sri Chittaranjan Kundu, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 4, Khalishakota Pally, Post Office - Rajbari, Police Station - Dum Dum, Kolkata - 700 081, District North 24-Parganas, hereinafter jointly called and referred to as the "OWNERS" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include **their** respective heirs, executors, administrators, representatives and assigns) of the ONE PART,

A N D

M/S. DREAMPARADISE PROPERTIES PVT. LTD. (having Pan AAFCD0790C), a Company incorporated under the Companies Act. 1956, having its office at Premises No. 2/5/1, Anantadeb Mukherjee Lane, Post Office - Shibpur, Police Station - Shibpur, Howrah - 711 102, being represented by its Directors namely (1) SRI PRASAD CHANDRA KHAN (having Pan BHAPK4303A), son of Late Upendra Nath Khan, by faith - Hindu, by nationality - Indian, by occupation - Business and (2) SMT. UMA KHAN (having Pan BBRPK6795D), daughter of Sri Prasad Chandra Khan, by faith - Hindu, by nationality - Indian, by occupation - Business, both residing at Premises No. 2/5/1, Anantadeb Mukherjee Lane, Post Office - Shibpu Police Station - Shibpur, Howrah - 711 102, hereinafter called and referred to as the "DEVELOPER" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the OTHER PART,

WHEREAS by virtue of two separate Deeds of Kibala duly registered in the office of the Sub-Registrar at Cossipore Dum Dum in Book No. 1, Being No. 4457 for the year 1958 and in Book No. 1, Being No. 4418 for the year 1958 respectively, one Abusham Mondal indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of a plot of salt land containing by estimation an area of 11 Decimals be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173 comprised in R.S. Dag No. 1894 appertaining to R.S. Khatian No. 818 under the Police Station of Dum Dum in the then District of

and in favour of the Owner No. 1 herein **Smt. Chitra Paul (Kundu)** free from all encumbrances whatsoever.

AND WHEREAS by virtue of said purchase the said **Smt. Chitra Paul (Kundu)** thus became the absolute Owner and seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said plot of land containing by estimation an area of **2 Cottahs** be the same a little more or less including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 64/1, K.K. Pally No. 3, Kolkata - 700 081 at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173 comprised in R.S. Dag No. 1894 appertaining to R.S. Khatian No. 818 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in Ward No. 28 in the District of North 24-Parganas.

AND WHEREAS subsequently the said Smt. Keya Ganguly by virtue of another Deed of Kobala dated 10.03.2005 duly registered in the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 61, Pages 109 to 118, Being No. 2110 for the year 2005 indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT piece or parcel of the said plot of land containing by estimation an area of **1 Cottah 10 Chittacks 35 Sq.ft.** be the same a little more or less out of the said total land measuring 11 Decimals including all easement rights and appurtenances thereto lying situate at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173 comprised in R.S. Dag No. 1894 appertaining to R.S. Khatian No. 818 under the Police Station of Dum Dum in the then District of 24-Parganas at present North 24-Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and in favour of the Owner No. 2 herein **Sri Somnath Kundu**, son of Sri Chittaranjan Kundu of 4, Khalishakota Pally, Kolkata - 700 081, free from all encumbrances whatsoever.

AND WHEREAS by virtue of said purchase the said **Sri Somnath Kundu** thus became the absolute Owner and seized and possessed of and / or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said plot of land containing by estimation an area of **1 Cottah 10 Chittacks 35 Sq.ft.** be the same a little more or less including all easement rights and appurtenances

thereto lying situate at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173 comprised in R.S. Dag No. 1894 appertaining to R.S. Khatian No. 818 corresponding to Samil Khatian No. 189 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in Ward No. 28 in the District of North 24-Parganas.

AND WHEREAS by virtue of the said two separate Deeds of Kobala the Owners herein thus became the absolute Owners and jointly seized and possessed of and/ or otherwise well and sufficiently entitled to ALL THAT piece or parcel of a plot of land containing by estimation total area of **3 Cottah 10 Chittaaks 35 Sq.ft.** be the same a little more or less lying situate at Khalishakota Pally No. 3 at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173 comprised in R.S. Dag No. 1894 appertaining to R.S. Khatian No. 818 corresponding to Samil Khatian No. 189 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in Ward No. 19 (old 28) in the District of North 24-Parganas particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to as the "SAID PROPERTY" free from all encumbrances, liens, lispensens, attachments, claims and demands in any manner whatsoever.

AND WHEREAS the Owners herein being desirous of developing the said Property by constructing a building in accordance with the building plan to be sanctioned from the North Dum Dum Municipal Authority were searching for a competent Developer and in this regard the Developer herein having come to know about the desire of the Owners and approached them for undertaking the development of the said Property and being satisfied about the title of the Owners in respect of the same proposed the Owners to develop the said Property.

AND WHEREAS the Owners herein jointly have agreed to the proposal of the Developer herein on such terms and conditions as mentioned hereinafter.

AND WHEREAS the Developer herein has agreed to raise the construction of the said proposed ownership building at its own costs and expenses in accordance with the building plan to be sanctioned from the North Dum Dum Municipality.

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

1. **DEFINITION** ; Unless there is anything repugnant to the subject or context.
 - (a) **OWNERS** shall mean (1) SMT. CHITRA PAUL (KUNDU) and (2) SRI SOMNATH KUNDU, and their respective heirs, executors, administrators, legal representatives and assigns.
 - (b) **DEVELOPER** shall mean M/S. DREAMPARADISE PROPERTIES PVT. LTD., a Company incorporated under the Companies Act. 1956, having its office at Premises No. 2/5/1, Anantadeb Mukherjee Lane, Post Office - Shibpur, Police Station - Shibpur, Howrah - 711 102 and its successors in office and assigns
 - (c) **TITLE DEED** shall mean the Deeds referred to hereinabove in the recital.
 - (d) **PROPERTY** shall mean the Property particularly mentioned and described in the First Schedule hereunder written.
 - (e) **BUILDING** shall mean the Ownership building to be constructed on the said Property.
 - (f) **COMMON FACILITIES AND AMENITIES** shall include corridors, stairway, ultimate roof, terrace, parapet walls, passage ways, driveways, submersible pump, lift, overhead water tank, water pump and other facilities which may be mutually agreed by and between the Parties and required for the establishment, location, enjoyment, provisions and maintenance and/or management of the said proposed Ownership building.
 - (g) **SALEABLE SPACE** shall mean the space in the said proposed Ownership building available for independent use and occupation after making due provisions for common facilities and the space required therefor.
 - (h) **OWNERS' ALLOCATION** shall mean the allocation as fully and particularly set out in the Second Schedule hereunder written.
 - (i) **DEVELOPER'S ALLOCATION** shall mean the allocation as fully and particularly set out in the Third Schedule hereunder written.
 - (j) **THE ARCHITECT** shall mean such person who may be appointed by the Developer for both designing and planning the building on the said property

(k) **BUILDING PLAN** shall mean such plan to be prepared by the Architect for the construction of the said proposed Ownership building and also to be sanctioned by the North Dum Dum Municipality and/or any other competent authorities as the case may be.

(l) **TRANSFeree** shall mean a person, firm, limited company, association of persons or body of individuals to whom any space in the said proposed Ownership building to be transferred by the Owners and / or the Developer from their respective allocation.

m) **WORDS** importing singular shall include plural and *vice versa*.

2. **THIS AGREEMENT** shall be deemed to have commenced on and with effect from the date of its execution.

3. **THE OWNERS DECLARE AS FOLLOWS :**

(a) That they are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property.

(b) That the said Property is free from all encumbrances and the Owners have a marketable title in respect of the said Property to enter into this Development Agreement.

(c) That the said Property is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

(d) That there is no excess vacant land at the said Property within the meaning of Urban Land (Ceiling and Regulation) Act. 1976.

4. **THE OWNERS AND THE DEVELOPER DO AND EACH OF THEM DO TH HEREBY DECLARE AND COVENANT AS FOLLOWS :**

(a) That the Owners do and each of them doth hereby grant exclusive right to the Developer to undertake new construction in accordance with the plan to be sanctioned by the North Dum Dum Municipality and/or any other authorities as the case may be.

(b) That all applications, plan and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners at the Developer's own costs and expenses.

(c) That nothing herein contained shall be construed as a demise or

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- assignment or conveyance or as creating any right, title or interest in respect of the said Property in favour of the Developer other than an exclusive license or right to the Developer to do or refrain from doing the acts and things in terms hereof and to deal with the Developer's allocation.
- (d) That in consideration of the foregoing Property the Developer has agreed to allocate to the Owners the allocation as mentioned in the Second Schedule hereunder written.
- (e) The Developer shall complete the construction of the said proposed Ownership building on and upon the First Schedule property within 42 (Forty Two) months from the date of receipt of the sanctioned building Plan and the said time may be extended maximum 6 (six) Months only provided that the Developer must complete the proceedings for mutation of the names of the Owners in the records of the North Dum Dum Municipality and concerned B.L. & L.R. Office positively at its own costs.
- (f) That the Owners will grant to the Developer a registered Development General Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the said proposed building and for selling out or otherwise the Developer's Allocation and also for using, pursuing and following up the matter with the North Dum Dum Municipality and other authorities.
- (g) That upon completion of the proposed Ownership building (mainly of Owners' Allocation) the Developer will handover the Owners' Allocation to the Owners within the said stipulated period mentioned hereinabove and as fully described in the Second Schedule hereunder written.
- (h) That in so far as necessary all dealings by the Developer in respect of the said proposed Ownership building including Agreements for Sale or transfer concerning the Developer's Allocation shall be in the name of the Owners for which purpose the Owners undertake to give the Developer a registered Development General Power of Attorney in a form and manner required by the Developer PROVIDED HOWEVER the same shall not create any financial liability upon the Owners in any manner whatsoever.

- (i) That the Developer will at its own costs construct and complete the said proposed Ownership building at the said Property in accordance with the sanction plan to be sanctioned from the **North Dum Dum Municipality** and conforming to such Specifications as are mentioned in the Fourth Schedule hereunder written and as may be recommended by the Architect from time to time appointed for the purpose and it is hereby clearly understood that the decision of the Architect regarding the quality of the materials shall be final and binding on the Parties herein.
- (j) That the Developer shall install in the said new building at its own costs overhead tank, electric wiring and installations and other facilities as are required to be provided in the said proposed Ownership building to be constructed for sale of flats and other constructed spaces on Ownership basis and as mutually agreed.
- (k) That the Developer shall be authorised in the name of the Owners in so far as is necessary to apply for and obtain temporary and permanent connections of drainage, sewerage and/or other facilities if any required for the construction or enjoyment of the said proposed building.
- (l) That the Developer will at its own costs and expenses and without creating any financial or other liability on the Owners construct and complete the said proposed building in accordance with the sanctioned building plan and any amendment thereto or modification thereof subject to prior written consent from the Owners.
- (m) That on and from the date of making over vacant possession of the said Property, the municipal rates and taxes as also other outgoings in respect of the said Property and till such time as the possession of the allocation of the Owners is made shall be borne and paid by the Developer and all outstanding dues on account of municipal rates and taxes as also other outgoings upto the date of delivery of possession of the said Property shall remain the liability of the Owners herein and will be borne and paid by the said Owners.
- (n) That in consideration of the Owners having agreed to entrust giving license to the Developer to enter and to develop the said Property and construct the said proposed Ownership building thereon consisting of flats, commercial spaces and car parking spaces at its own costs and conferring on it the rights, powers, privileges

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and benefits mentioned herein, the Developer has agreed to allocate the Owners' Allocation as mentioned in the Second Schedule hereunder written to the Owners herein and the Owners will never claim any further allocation and/or consideration in any manner whatsoever save and except only the allocation as mentioned in the Second Schedule hereunder written.

5. IT IS FURTHER AGREED BY AND BETWEEN THE OWNERS AND THE DEVELOPER AS FOLLOWS :-

- a) That on completion of the allocation of the Owners in all respects the Developer will inform the Owners in writing asking them to take possession of the Owners' allocation in the building as per the Second Schedule hereof and the Owners will be responsible for payment of all Municipal and Property taxes, rates, duties and other public outgoings and impositions whatsoever payable in respect of their respective allocation PROVIDED THAT the said rates to be apportioned pro-rata basis with reference to their allocation exclusively in the building if they are levied on the building as a whole. Provided further that the Developer shall obtain the Completion Certificate from the concerned Municipality after completion of the said building in accordance with the sanctioned plan and the Owners shall not be held liable for any act or omission in respect of the construction of the said building in violation of the building plan committed by the Developer and the Developer shall remain responsible on any act of omission in respect of the construction of the said proposed Ownership building in violation of the sanctioned plan or any penalty which may be imposed on its by the appropriate authority.
- b) That the Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities and keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default made by either of them.

- c) That as and from the date of service of notice of possession the Owners will also be responsible to pay and bear the service charge for the common facilities in the proposed Ownership building payable with respect to their allocation, such charges are to include proportionate share of premium for the Insurance of the building, water, fire and scavenging charges and taxes, light, sanitation repair and renewal, charges for bill collection and management of the common facilities, renovation, replacement, maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, pump, motor and other electrical and mechanical installations, appliances and equipment, stairway, corridors, passageways and other facilities whatsoever as may be mutually agreed from time to time.
- d) That the Owners shall have exclusive right to transfer or otherwise disposed of their allocation in the newly constructed building as per the Second Schedule hereof and in case any amount is payable by them in respect of the service charges for the common facilities the same will be borne by the Owners or the person to whom the said allocation may be transferred.
- e) That the Owners will not do any act, deed or thing whereby Developer shall be prevented from construction and completion of the said proposed Ownership building, if such things is done by the Developer as per specification of the Agreement and / or so long Developer shall not violate the times & conditions of this agreement or act in violation of sanctioned Building Plan.
- f) That neither Party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance or hazard to the other Purchasers/Occupiers of the apartments or the building.
- g) That neither Party shall make any structural alteration in their respective allocation without the previous consent of the other. PROVIDED HOWEVER such alteration shall always be made with the approval of the appropriate authority as may be required for the purpose.

- (h) That both the Parties herein shall abide by all statutory rules and regulations, bye-laws etc. as the case may be and the Developer shall only be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations.
 - i) That the respective allottees shall keep at all times the interior walls, sewers, drains, pipes and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in perfect 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 either of them and/or the occupiers of the building indemnified from and against the consequences of any breach arising therefrom.
 - j) That neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said proposed building harmless and indemnified from and against the consequences of any breach.
 - k) That the articles of display or otherwise shall not be kept by either parties in the corridors or other places of common use in the building so as to cause hindrance in any manner in the free movement of users in the corridors and other places of common use in the building.
 - l) That neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
 - m) That the Owners will permit the Developer and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the allocation of the Owners and every part thereof for the purpose of repairing, maintaining, re-building, cleaning, lightening and testing drains, gas and water pipes and electric wires and for any similar purpose.
6. THE OWNERS DO AND EACH OF THEM DO TH HEREBY AGREE AND COVENANT WITH THE DEVELOPER AS FOLLOWS :
- a) Not to cause any interference or hindrance in the construction of the said building at the said Property by the Developer.

- b) Not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building at the said Property so long Developer shall act according to the sanctioned Building Plan.

7. THE DEVELOPER DOETH HEREBY AGREE AND COVENANT WITH THE OWNERS AS FOLLOWS :

- a) To complete the construction of the building within 42 (Forty Two) months from the date of receipt of the sanctioned building Plan and the said time may be extended maximum 6 (six) Months only as mentioned hereinabove subject to mutual understanding only.
- b) Not to violate or contravene any of the provisions or rules applicable to the construction of the said proposed Ownership building.
- c) Not to violate or contravene any of the provisions or rules applicable to the construction of the said proposed Ownership building.
- d) Not to do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part of the their respective allocation in the said proposed building at the said Property.
- e) To keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in relation to the construction of the said building.
- f) To keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the Development of the said Property and/or in the matter of construction of the said proposed Ownership building and/or for any defect therein.
- g) By dint of the Development Power of Attorney the Developer will not have any right to sell the Plot of Land and to sell the allocated portions of the Owners which belongs to the Owners according to the Development Agreement.
- h) The Developer must remain liable for the followings :-
- i) Any structural defects or any constructional defects.
- i) For using inferior quality of construction materials, interior fittings and interior external fittings of the said building.

- ii) For bad and poor workmanship and also for deviation and illegal and unauthorized floors of any.
- j) During the process of construction the Developer and the Owners both have the right to take consideration money / earnest money partially or in full from the Purchasers with valid receipt and this sale will be done from their respective allocation.

8. MUTUAL COVENANTS AND INDEMNITIES :

- a) The Owners do and each of them doth hereby further undertake that the Developer shall be entitled to the said construction and will enjoy its allocated space without any interference or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and/or on its part to be observed and performed.
- b) The Owners and the Developer hereby jointly declare that they have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership between them or as a Joint Venture in any manner nor shall the Parties hereto constitute an Association of persons.
- c) The Owners will do or execute or cause to be done or executed all such further deeds, matters and things nor herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the Owners and/or authorization as may be required for the purpose PROVIDED THAT all such acts, deeds, matters and things shall not in any way infringe on the rights of the Owners and/or go against the spirit of these presents.
- d) The Owners will not be liable for any Income Tax, Service Tax, Wealth Tax or any other taxes in respect of the Developer's allocation which shall be the liability of the Developer who shall keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- e) The Developer and the Owners shall mutually frame Scheme for the Management and Administration of the said building and/or common parts thereof and agree to abide by all the Rules and Regulations to be framed by any Society/ Association and/or any other Organisation who will be in charge of such management of the affairs of the said building and/or common parts thereof.

- f) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Property or any part thereof to the Developer by the Owners or as creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license in favour of the Developer other things expressly provided herein as also in the Power of Attorney to be given for the purpose PROVIDED HOWEVER the Developer be entitled to raise fund from any Bank or Banks without creating any financial liability on the Owners and for that purpose the Developer shall keep the Owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- g) As and from the date of completion of the building the Developer and/or its transferees and the Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces.
- h) The Owners do and each of them doth hereby authorized and empowered the Developer to amalgamate the said Property particularly mentioned and described in the First Schedule property to any other adjacent plot or plots of land at its own costs and responsibility, if necessary, without prejudice to any other rights, title and interest of the Owners and also without encumbering Owners' share as agreed upon.

9. LIQUIDATED DAMAGES AND PENALTY:

- a) The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the Force Majeure conditions i.e. flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the Parties hereto.
- b) If due to any willful act on the part of the Developer the construction and completion of the building is delayed then and in that event the Developer will be liable to such loss or damages to the Owners as per the penalty mentioned herein after.
- c) In the event the Developer fails and/or neglects to start the construction even after obtaining sanction of the building plan then the Developer will pay damages to the Owners to the tune

- of Rs. 500/- (Rupees Five Hundred) only per day for each delayed day and if the Developer abandons the construction work at any stage then and on that event this Agreement shall stand cancelled and the Developer shall remain liable to pay compensation to the Owners.
10. The existing electric meters of the said property will be remained in the name of the Owners herein.
 11. The right to sue for Specific Performance of this contract by One Party against the Other as per the terms of this Agreement shall remain unaffected.
 12. **JURISDICTION**
All Courts within the limits of North 24 Parganas shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the Parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT piece or parcel of a plot of land containing by estimation total area of 3 (three) Cottah 10 (ten) Chittacks 35 (thirty five) Sq.ft. be the same a little more or less lying situate at Khalishakota Pally No. 3 at Mouza - Sultanpur, J.L. No. 10, R.S. No. 148, Touzi No. 173 comprised in R.S. Dag No. 1894 appertaining to R.S. Khatian No. 818 corresponding to Samil Khatian No. 189 under the Police Station of Dum Dum within the limits of North Dum Dum Municipality in Ward No. 19 (Old 28), Additional District Sub-Registration office at Cossipore Dum Dum in the District of North 24-Parganas and butted and bounded in the manner follows :-

- ON THE NORTH** : By land of Sushil Saha
ON THE SOUTH : By others land
ON THE EAST : By land of Aliv Saha and others.
ON THE WEST : Partly by 8' ft. wide common Passage and partly by the land of Bijan Ganguly.

THE SECOND SCHEDULE ABOVE REFERRED TO

(OWNERS' ALLOCATION)

ALL THAT piece or parcel of Two Flats out of which One Flat measuring 750 Sq.ft. including 30% super built up area on the Second Floor and other Flat measuring 750 Sq.ft. including 30% super built up area on the Third Floor to be allocated the Owners No. 1 herein the said Sri Chitra Paul (Kundu)

together with the undivided impartible proportionate share or interest in the land including undivided impartible proportionate share in all other common service areas, amenities and facilities to be appended thereto the said proposed building.

AND

ALL THAT piece or parcel of Two Flats out of which One Flat measuring 750 Sq.ft. including 30% super built up area on the First Floor and other Flat measuring 700 Sq.ft. including 30% super built up area on the Third Floor to be allocated the Owners No. 2 herein the said Sri Somnath Kundu together with the undivided impartible proportionate share or interest in the land including undivided impartible proportionate share in all other common service areas, amenities and facilities to be appended thereto the said proposed building.

THE THIRD SCHEDULE ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT piece or parcel of remaining area of the proposed building save and except the Owners' Allocation mentioned in the Second Schedule hereunder written together with the undivided impartible proportionate share or interest in the land including undivided impartible proportionate share in all other common service areas, amenities and facilities to be appended thereto the said proposed building.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
SPECIFICATION OF THE BUILDING

CONCRETE :

R.C.C. works of Beams, Slabs, Lintels, Chajjas etc. will be done in (1:1 / 2:3)
Water proofing and roof treatment will be provided at the time of finish.

PLASTERING :

- a) 12mm thick inside plaster with sand and cement mortar in (6:1) ratio
- b) 19mm thick outside plaster with sand and cement mortar in (4:1) ratio

FLOORING :

- a) Vitrified Tiles (2' x 2') with Skirting.
- b) Side wall of Toilet will be finished with glazed tiles 6'-6" ft. height and floor thereof will also be finished with Marble slab (2' x 2'), a shower point and two bib cock will be provided in Toilet.

- c) Coloured Glazed Tiles to be fixed on wall of kitchen height upto 3½' ft. from cooking slab (Black Stone) and the Floor thereof will also be finished with marble slab (2' x 2') and one Steel sink with a bib cock other bib cock below the sink will be provided therein.

STAIRCASE :

Stair will be finished with Marble

WINDOWS :

Aluminum channel with Grill.

BRICK WORKS :

- a) 8" thickness brickwork will be done outside wall.
b) 3" thick inside partition walls and 5" thick with mortar partition between the Units.

SANITARY & WATER SUPPLY :

- a) P.V.C. Pipes for external line.
b) Overhead reservoir will be R.C.C.
c) P.V.C. Rain water pipe for water disposal
d) Concealed pipe line will be used for Toilet and kitchen, one shower point, two bib cock points at the toilet, two water point at Kitchen, one white basin with bib cock at the Dining.
e) Porcelain white pan for Toilet .

DOOR :

Door Frames will be of best quality Karpur/Sal wood. All doors will be Flash type with primer.

PAINTING :

Outside walls of the building will be colour weather coat painting and inside walls of all flats will be plaster of paris.

ELECTRIFICATION:

- a) Concealed wiring,
b) 5 (15 Amp) points in each Bed Room and in dining also.
c) 4 points in Kitchen and 2 point in Bath room.
d) 1 (One) Calling Bell Point at Main Door.
e) 1 (one) Light point, one 15 Amp. Plug and One Chimney / Exhaust Fan point at kitchen.
f) One Light Point and One Exhaust Fan Point in Toilet.
g) One Light Point in the Balcony plus One 15 Amp. Plug point.

LIFT : Lift will be provided of reputed Company (Capacity of 4 persons).

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

SIGNED, SEALED AND DELIVERED

by the Owners at Kolkata
in the presence of :-

1. Kalipada Charan
Advocate

Chitra Paul (Kundu).

2. Debari Das,
Law Clerk
Sealdah Court,
Kolkata - 700 014

Somnath Kundu

Signature of the Owners

SIGNED, SEALED AND DELIVERED

by the Developer at Kolkata
in the presence of :-

1. Kalipada Charan
Advocate.

DREAM PARADISE PROPERTIES PVT. LTD.

Paras Chandra Das
Director

2. Debari Das,
Law Clerk

DREAM PARADISE PROPERTIES PVT. LTD.

Uma Khan.

Director

Signature of the Developer

Drafted by :-

Kalipada Charan

(Kalipada Charan)
Advocate.

Erl. No. WB/881/86
Bar Association,
Sealdah Court Complex,
Second Floor, Room No. 201,
Kolkata - 700 014.

TEN FINGER PRINT

Chitra



(Kunda)

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

Somnath



Kundi


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

Prasad, Chandra







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





TEN FINGER PRINT

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

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Smt Chitra Paul (Kundu) Wife of Mr Anjit Paul 4, Khalishakota Pally, P.O:- Rajbari, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700081 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, Status : Self Date of Execution : 15/07/2015 Date of Admission : 15/07/2015 Place of Admission of Execution : Office</p>
	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  7/15/2015 2:32:22 PM hrs </div> <div style="text-align: center;">  LTI 7/15/2015 2:32:35 PM hrs </div> </div> <p style="text-align: center;"><i>Chitra Paul (Kundu)</i> 7/15/2015 2:32:55 PM hrs</p>
2	<p>Mr Somnath Kundu Son of Mr Chittaranjan Kundu 4, Khalishakota Pally, P.O:- Rajbari, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700081 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Self Date of Execution : 15/07/2015 Date of Admission : 15/07/2015 Place of Admission of Execution : Office</p>
	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  7/15/2015 2:31:50 PM hrs </div> <div style="text-align: center;">  LTI 7/15/2015 2:31:58 PM hrs </div> </div> <p style="text-align: center;"><i>Somnath Kundu</i> 7/15/2015 2:32:13 PM hrs</p>

Developer Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>M/S. DREAMPARADISE PROPERTIES PVT. LTD. 2/5/1, Anantadeb Mukherjee Lane, P.O:- Shibpur, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102 PAN No. AAFCD0790C, Status : Organization Represented by representative as given below:-</p>		
1(1)	<p>Mr Prasad Chandra Khan Son of Late Upendra Nath Khan 2/5/1, Anantadeb Mukherjee Lane, P.O:- Shibpur, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BHAPK4303A, Status : Representative Date of Execution : 15/07/2015 Date of Admission : 15/07/2015 Place of Admission of Execution : Office</p>	 7/15/2015 2:31:01 PM hrs	 LTI 7/15/2015 2:31:13 PM hrs
		<p><i>Prasad Chandra Khan</i> 7/15/2015 2:31:35 PM hrs</p>	
(2)	<p>Smt Uma Khan Daughter of Mr Prasad Chandra Khan 2/5/1, Anantadeb Mukherjee Lane, P.O:- Rajbari, P.S:- Shibpur, District:-Howrah, West Bengal, India, PIN - 711102 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BBRPK6795D, Status : Representative Date of Execution : 15/07/2015 Date of Admission : 15/07/2015 Place of Admission of Execution : Office</p>	 7/15/2015 2:33:09 PM hrs	 LTI 7/15/2015 2:33:15 PM hrs
		<p><i>Uma Khan</i> 7/15/2015 2:33:26 PM hrs</p>	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Biswajit Sasrkar Son of Mr Balaram Sarkar 143, Surya Sen Nagar, P.O:- Motijheel, P.S:- Dum Dum, District:-North 24- Parganas, West Bengal, India, PIN - 700074 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India,	Smt Chitra Paul (Kundu), Mr Somnath Kundu, Mr Prasad Chandra Khan, Smt Uma Khan	<i>Biswajit Sarkar</i> 7/15/2015 2:33:46 PM hrs

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Khalisha Kota Pally, Mouza: Sultanpur, Ward No: 28	RS Plot No:- 1894 , RS Khatian No:- 818	3 Katha 10 Chatak 35 Sq Ft	1/-	36,73,614/-	Proposed Use: Bastu, ROR: Shall, Width of Approach Road: 8 Ft.,

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area In(%)
L1	Mr Somnath Kundu	M/S. DREAMPARADISE PROPERTIES PVT. LTD.	3.03073	50
	Smt Chitra Paul (Kundu)	M/S. DREAMPARADISE PROPERTIES PVT. LTD.	3.03073	50

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Kalpada Charan
Address	Sealdah Court, Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014
Applicant's Status	Advocate

Office of the A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas

Endorsement For Deed Number : I - 150606502 / 2015

Query No/Year	15060000466952/2015	Serial no/Year	1506007115 / 2015
Deed No/Year	I - 150606502 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Smt Uma Khan	Presented At	Office
Date of Execution	15-07-2015	Date of Presentation	15-07-2015
Remarks	On 14/07/2015 Certificate of Market Value (WB.P.U.V. No. 200) Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 36,73,614/-		

U.K. Basu

(Utpal Kumar Basu)
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

On 15/07/2015

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) of W.B. Registration Rules, 1962)
Presented for registration at 14:14 hrs on : 15/07/2015, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Smt Uma Khan ..

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)
Execution is admitted on 15/07/2015 by

Smt Chitra Paul (Kundu), Wife of Mr Arijit Paul, 4, Khalishakota Pally, P.O: Rajbari, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700081, By caste Hindu, By Profession Service
Indefied by Mr Biswajit Sasrkar, Son of Mr Balaram Sarkar, 143, Surya Sen Nagar, P.O: Motiheel, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700074, By caste Hindu, By Profession Student

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962)
Execution is admitted on 15/07/2015 by

Mr Somnath Kundu, Son of Mr Chittaranjan Kundu, 4, Khalishakota Pally, P.O: Rajbari, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700081, By caste Hindu, By Profession Business

Identified by Mr Biswajit Sasrkar, Son of Mr Balam Sarkar, 143, Surya Sen Nagar, P.O: Motijheel, Thana:
Dum Dum, . North 24-Parganas, WEST BENGAL, India, PIN - 700074, By caste Hindu, By Profession Student

Admission of Execution: (Under Section 58, W.B. Registration Rules, 1962) [Representative]
Execution is admitted on 15/07/2015 by

Mr Prasad Chandra Khan, , M/S. DREAMPARADISE PROPERTIES PVT. LTD. , 2/5/1, Anantadeb Mukherjee
Lane, P.O: Shibpur, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102
Identified by Mr Biswajit Sasrkar, Son of Mr Balam Sarkar, 143, Surya Sen Nagar, P.O: Motijheel, Thana:
Dum Dum, . North 24-Parganas, WEST BENGAL, India, PIN - 700074, By caste Hindu, By Profession Student

Admission of Execution: (Under Section 58, W.B. Registration Rules, 1962) [Representative]
Execution is admitted on 15/07/2015 by

Smt Uma Khan, , M/S. DREAMPARADISE PROPERTIES PVT. LTD. , 2/5/1, Anantadeb Mukherjee Lane, P.O:
Shibpur, Thana: Shibpur, , Howrah, WEST BENGAL, India, PIN - 711102
Identified by Mr Biswajit Sasrkar, Son of Mr Balam Sarkar, 143, Surya Sen Nagar, P.O: Motijheel, Thana:
Dum Dum, . North 24-Parganas, WEST BENGAL, India, PIN - 700074, By caste Hindu, By Profession Student

Payment of Fees:
Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration
Fees paid by Cash Rs 21/-

Payment of Stamp Duty:
Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Draft Rs
7,020/-, by Stamp Rs 10/-

Description of Stamp

1. Rs 10/- is paid on Impressed type of Stamp, Serial no 399963, Purchased on 07/07/2015, Vendor named R
Paul.

Description of Draft

1. Rs 7,020/- is, paid, by the Draft (other) No: 402459000404, Date: 15/07/2015, Bank: STATE BANK OF INDIA
(SBI), NORTHERN AVENUE.

U. Basu

(Utpal Kumar Basu)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2015, Page from 73717 to 73754

being No 150606502 for the year 2015.



Digitally signed by UTPAL KUMAR BASU
Date: 2015.07.16 11:35:06 +05:30
Reason: Digital Signing of Deed.

Utk Basu

(Utpal Kumar Basu) 7/16/2015 11:35:05 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)