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Certified that the Endorsement Sheet's and the Signature Sheet's attached to this document are part of the Document.

Abdur Rabbin
Zahir Smail
Feroza Begum
Ahsan Hossain

Arifur Rahman
Yasmin Islam
Ahsan Hossain

7:15 P.M

14 NOV 2018

Dr. Ahsan

DEED OF DEVELOPMENT AGREEMENT
DEED OF DEVELOPMENT AGREEMENT FOR
DEVELOPMENT AS WELL AS CONSTRUCTION OF
SEM-COMMERCIAL-GOM - Dr. Ahsan
MULTI-STORIED RESIDENTIAL BUILDING AT
MOUZA - RADHANAGAR, J.L. NO. 39
UNDER BURDWAN MUNICIPALITY
P.S. BURDWAN SADAR
WITHIN THE DISTRICT OF PURBA BARDHAMAN

Abdur Rabbin

THIS DEVELOPMENT AGREEMENT MADE ON THIS THE 11TH DAY OF OCTOBER 2018,

BETWEEN

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~~2012~~ 20.10.2018

~~Arshad Hossain~~

~~Burdwan~~

~~0000~~

বর্ষ: 20.10.2018

ডেডার ও লক্ষী নাম:

সি.এস. কোর্ট বাইসেস নং-৩/৭২-১২



Arshad Hossain

Abdur Ralim

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Abdur Ralim

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Zakir Ismail

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Firoja Begum

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Arshad Hossain

Sub District Sub Registrar
BURDWAN

11 OCT 2018

P.T.O

Abdur Rahim
Zakir Ismail
Firoja Begum

Arshad Hossain

Amjad Hossain
Yesmin Islam
Arshad Hossain

- (1) **ABDUR RAHIM, PAN-ALEPA4481A**, son of Late Mubarak Hossain, Indian by Nationality, Muslim by Religion, Advocate by Occupation, resident of Radhanagar Muslim Para, P.O and P.S Burdwan, Dist Purba Bardhaman, Pin 713101,
- (2) **ZAKIR ISMAIL, PAN-AAFPI1799B**, son of Late Md. Jamir, Indian by Nationality, Muslim by Religion, Business by Occupation, resident of Radhanagar Muslim Para, P.O and P.S Burdwan, Dist Purba Bardhaman, Pin 713101,
- (3A) **FIROJA BEGUM, PAN-BWSPB2877F**, wife of Late Abdur Rashid, Indian by Nationality, Muslim by Religion, Household Affairs by Occupation, resident of Radhanagar Muslim Para, P.O and P.S Burdwan, Dist Purba Bardhaman, Pin 713101
- (3B) **ARSHAD HOSSAIN, PAN-AANPH8801P**, son of Late Abdur Rashid, Indian by Nationality, Muslim by Religion, Business by Occupation, resident of Satabdi Bag, P.O Sreepally, P.S Burdwan, Dist Purba Bardhaman, Pin 713103
- (3C) **AMJAD HOSSAIN, PAN-AAPMH8878D** son of Late Abdur Rashid, Indian by Nationality, Muslim by Religion, Business by Occupation, resident of Radhanagar Muslim Para, P.O and P.S Burdwan, Dist Purba Bardhaman, Pin 713101
- (3D) **YESMIN ISLAM, PAN-AANPI7859Q** wife of Nazrul Islam, Indian by Nationality, Muslim by Religion, Housewife by Occupation, resident of Radhanagar Muslim Para, P.O and

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Aroojad Hossain



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Yesmin Islam

Rukai Gangopadhyay
S/o Jaydev Gangopadhyay
vill & P.O. Korah
P.S. Shaktighar
Dist Purba Burdwan.



[Signature]

Sub District Sub Registrar
KUNWARA

11 OCT 2016

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Abdus-Rabman
Zamin Ismail
Firoj-Beagum

Arshad Hossain

Arjoy Hossain
Yesmin Islam
Arshad Hossain

P.S Burdwan, Dist Purba Bardhaman, Pin 713101, hereinafter referred to as the **LAND OWNERS** (which terms or expression shall unless excluded by or made repugnant to the context be deemed to mean and include their legal heirs, successors, successor-in-interest and assignees) of the **FIRST PART**.

AND

ARSHAD HOSSAIN, PAN- PAN-AANPH8801P son of Late Abdur Rashid, Indian by Nationality, Muslim by Religion, Business by Occupation, resident of Satabdi Bag, P.O Sreepally, P.S Burdwan, Dist Purba Bardhaman, Pin 713103, hereinafter called as **DEVELOPER** (which term or expression shall unless excluded by or made repugnant to the context be deem to mean and include their respective heirs, successors, executors, administrators, representatives, directors, transferees, assigns) of the **SECOND PART**.

WHEREAS the schedule mentioned property of Dist Purba Bardhaman, P.S and ADSR Burdwan, under Mouza Radhanagar, J.L. 39, appertaining to R.S Khatian No. 1456, R.S Plot No. 3186/3242, 3185, 3186/3251 corresponding to L.R. Khatian Nos. 2376, 4667, 4668, L.R Plot No. 3350, 3351 and 3354, originally belonged to Mobarak Hossain, predecessor in interest of the First and Second Part, he died in the year 1952 leaving behind his legal heirs who had duly recorded their respective names in the R.S.R.O.R.

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Abdur Rahim
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Yesmin Islam
Arshad Hossain

Subsequently the three sons of Mobarak Hossain namely Abdur Rashid, Abdur Rahim and Md. Jamir become the absolute owners and possessors of the A schedule mentioned property, by way of Partition Suit and each having 1/3rd share therein. And thereafter they have duly recorded their respective names in the L.R.R.O.R.

AND WHEREAS, Md Jamir Ismail died and leaving behind his widow, a son, and a daughter as his only legal heirs and representatives. Thereafter the said widow and the daughter transferred their shares in the A schedule property respectively in favour of Zakir Ismail who became the absolute owner and possessor of the A schedule property to the extend of 1/3rd share.

AND WHEREAS, Abdur Rashid died and leaving behind his widow, two sons, and a daughter as his only legal heirs and representatives. And they jointly became the owners and possessors to the extend of 1/3rd share in the A schedule property. Wherein Arshad Hossain has his specific share in the 1/3rd share of deceased Abdur Rashid.

AND WHEREAS, by way of inheritance in respect of the schedule mentioned property, the party to the FIRST PART being the absolute owners and acquired a better right, title, possessor over the piece or parcel of demarcated butted and bounded portion of land measuring an area more or less 0.15 acre or 15 decimals or 6484 Sqft in Khatian No. 2376, 4667 and 4668, Plot No. 3350, 3351 and 3354 along with old dilaperated structure/building

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Yasmin Islam
Ahmed Hassan

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thereon, which are free from all encumbrances. The land within the jurisdiction of the Burdwan Municipality more fully described in the schedule of this development agreement written and hereinafter referred to as the said property. And said above mentioned land owners who are agreed to develop their property with the developer to this development agreement and full consent for develop and as well as construction over the schedule mentioned property.

AND WHEREAS the party to the FIRST PART including the developer as one of the owners are now in absolute khass possession of the land in the schedule mentioned hereunder by exercising their right, title by paying land Revenue to the State of West Bengal and paid upto date Municipal Taxes to the Burdwan Municipality.

AND WHEREAS the party to the FIRST PART being the absolute owners and possessors of the piece or parcel of demarcated butted and bounded portion of land measuring an area more or less 0.15 acre or 15 decimals or 6484 Sqft in Khatian Nos. 2376, 4667 and 4668, Plot No. 3350, 3351 and 3354 along with old delaperated structure/building thereon within the jurisdiction of the Burdwan Municipality morefully described in the schedule of this development agreement written and hereinafter referred to as the said property and the said property is now absolutely free from all encrumbances in favour of the owners.

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Yasmin Islam
Shahid Hussain

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AND WHEREAS the Developer, (who is also one of the Owners of the schedule mentioned property), the party of the other Part, having knowledge of its, approached the Land owners, i.e THE PARTY TO THE FIRST PART herein, and offered as per allocation basis with desire to right of developing the aforesaid premises by constructing a multi storied buliding containing several self contained flats or Apartment Ownership Building over the schedule mentioned property in accordance with the building plan sanctioned by the Burdwan Municipality on the said plot of land referred in the Schedule hereunder written at the costs and expenses of the Developer. The owners are unable to proceed with such a huge project due to lack of necessary experience and adequate funds.

AND WHEREAS the Developer after obtaining sanction of building plan from the Burdwan Municipality consisting contained shop rooms, flats, several car parking spaces and has taken up the construction of the building and in accordance with the sanctioned building plan and in terms of the agreement made between the land Owners i.e Party to the First Part and Developer i.e Party to the Second Part.

AND WHEREAS the owners are lacking of an well equipped organisation to take up the project and to start and complete the proposed construction and by taking all sorts of steps for developing the said property by providing funds from their own sources.

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AND WHEREAS the Developer, the party of the OTHER PART having knowledge and skill in the matter and is engaged in the civil construction and development of immovable property of its kind, the owners have approached the developer i.e party to the Second part to take up the new project and complete the same and the party to the Second part have agreed to raise construction upon the land of owners i.e Party to the First part in accordance with sanctioned building plan in the name of owners but at the cost & expenses of Developer out of his own funds and in pursuance to the said development agreement, the developer have of selling of all shop rooms, flats and all Parking space to different intending purchasers and undertake to raise construction upon the lands and on completion of Apartment with right to sell in favour of intending purchaser(s) by the Developer and the owners.

AND WHEREAS the owners and developer after details discussion over modus operandi and all the terms and conditions in regard to the said construction as well as development of the said property and the owners having agreed to handover the possession of the schedule land along with structure to the Developer for development of the property under the terms & conditions.

AND WHEREAS the Developer has agreed to entered into this agreement on the representation of the owners that they are the absolute owners and possessions of the said property and this

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entitled to enter into this agreement for development of the property after demolishing the old structure if any thereon and to raise new construction over the schedule mentioned property at the cost & expenses of Developer out of their own funds and on completion of Apartment with right to sell in favour of intending purchaser(s) by the Developer. Further more the owners have also agreed to vacate the schedule mentioned property from the respective tenant by the developer and working as a representative of the Land Owners in all respect at their own cost.

AND WHEREAS the aforesaid owners have accepted the said proposal of the developer and hereby agreed to appoint the developer for developing the property described in the schedule hereunder written by making construction of the proposed multi storied building comprising several Flats/Units/Car parking Spaces on deferred payment basis and the Developer shall further be entitled to sell and to dispose off all the flat(s) / apartment to be constructed on the said land, car parking space/s and other spaces etc. together with undivided share in land in the common facilities and amenities to any intending purchaser/s as it think fit and proper and the sale proceeds thereof that shall solely be received by the Developer to which owners shall have no right to claim any share thereto only to deferred payment mentioned herein below from the developers.

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AND WHEREAS the developer has agreed to enter into this agreement on the representation of the owners that they are the absolute owner-in-possession of the said property and is entitled to enter into this agreement.

AND WHEREAS the developer has submitted a scheme for construction of a multi-storied building consisting of several Flats / units / car parking spaces on the basis of sanctioned building-plan which is approved by the Burdwan Municipality Authority on terms that the developer would make construction of the proposed building and with the authority and power to procure the cost of construction from intending purchasers of Flats / units / car parking spaces of the proposed building and would make as an agent or agents for the intending purchasers to be secured by the Developer and would also realise the cost of construction of the flats / units / car parking spaces and common parts from the intending purchasers directly for self and the cost of proportionate share of interest in the land described in the schedule mentioned hereunder and would be proportionate to each such Shop rooms / Flat / Unit / Car Parking Spaces and common parts for and on behalf of the owners and upon receipt of such payment from the intending purchasers for purchase of the undivided, proportionate, impartible and indivisible share or interest share or interest in the said land as would be proportionate to each such Shop rooms / flat / unit / Car parking spaces agreed to be acquired by the intending

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purchasers to the said owners who would execute proper sale deed/conveyance deed in respect of the said undivided, impartiable and indivisible interest in the land.

AND WHEREAS the aforesaid owners have accepted the said proposal of the Developer and hereby agreed to appoint the Developer for developing the property morefully described in the schedule hereunder written, by making construction of the proposed multi-storied building comprising several Flats / Units/ Car Parking Spaces.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS :-

ARTICLE-1

DEFINITIONS

Unless in these presents there is something in the subject of context inconsisting with.

- 1.1 **HOLDING** shall mean the premises at Holding No. 55, P.S. Burdwan & District - Purba Bardhaman, **Ward No. 34**, Mohallah B.C. Road, under Burdwan Municipality, and situated in Mouza - Radhanagar, J.L, No. 39, appertaining to R.S Khatian No. 1456, R.S Plot No. 3186/3242, 3185, 3186/3251 corresponding to L.R. Khatian Nos. 2376 (Md. Jamir Ismail), 4667 (Abdur Rashid), 4668 (Abdur Rahim),

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L.R Plot No. 3350, 3351 and 3354, classification Dokan proposed to Bastu, measuring an area more or less 0.15 acre or 15 decimals or 6484 Sqft. morefully described in the schedule hereunder.

- 1.2 **OWNERS** shall mean the said (1) **ABDUR RAHIM**, son of Late Mubarak Hossain, resident of Radhanagar Muslim Para, P.O and P.S Burdwan, Dist Purba Bardhaman, Pin 713101, (2) **ZAKIR ISMAIL**, son of Late Md. Jamir, resident of Radhanagar Muslim Para, P.O and P.S Burdwan, Dist Purba Bardhaman, Pin 713101, (3A) **FIROJA BEGUM**, wife of Late Abdur Rashid, resident of Radhanagar Muslim Para, P.O and P.S Burdwan, Dist Purba Bardhaman, Pin 713101, (3B) **ARSHAD HOSSAIN**, son of Late Abdur Rashid, resident of Satabdi Bag, P.O Sreepally, P.S Burdwan, Dist Purba Bardhaman, Pin 713103, (3C) **AMJAD HOSSAIN**, son of Late Abdur Rashid, resident of Radhanagar Muslim Para, P.O and P.S Burdwan, Dist Purba Bardhaman, Pin 713101, (3D) **YESMIN ISLAM**, wife of Nazrul Islam, resident of Radhanagar Muslim Para, P.O and P.S Burdwan, Dist Purba Bardhaman, Pin 713101, which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs executors, successors, administrators, legal representatives and assignees.)

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- 1.3. **DEVELOPER** shall mean **ARSHAD HOSSAIN**, son of Late Abdur Rashid, resident of Satabdi Bag, P.O Sreepally, P.S Burdwan, Dist Purba Bardhaman, Pin 713103, hereinafter called as DEVELOPER and his legal representatives, heirs, executors, administrators and assignees.
- 1.4. **BUILDING** shall mean proposed Multi Storied Building to be constructed at the said Holding with necessary additional structures in accordance with the plan / plans to be sanctioned by the Burdwan Municipality and other appropriate Authorities for construction of residential Flats / Floors on the said holding which shall include parking spaces in the building if sanctioned.
- 1.5. **ARCHITECT** shall mean any technically experienced qualified person or persons of firm or firms to be appointed by the Developer as Architect of the said building to be constructed on the said Holding.
- 1.6. **BUILDING PLAN** shall mean the plan/drawings of the proposed multistoried building to be constructed on the said Municipal Holding to be prepared by the Architect and submitted to the Burdwan Municipality for construction of the New Multi Storied building on the said holding with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned.

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Yesmin Salam
Ashraf Hossain

- 1.7. **COMMON FACILITIES/ PORTIONS** shall include paths, passages, staircases, pumps, stairhall and other spaces and facilities whatsoever required for the establishment, location, common use for enjoyment, provision, management and/or maintenance of the building as shall be determined by the developers and the owners of the building or otherwise required and the developer shall continue to manage and control all affairs until an Association or management committee is formed and take charge of the said building.
- 1.8. **CONSTRUCTED SPACE** shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 1.9. **SALEABLE SPACE** means the space in the Building which will be available for independent use and occupation after making the provision for common facilities and space required including car parking space.
- 1.10. **COVERED AREA** shall mean the plinth area of the said unit/shop/flat/parking space including the bathroom and balconies and also thickness of the wall and pillars which include proportionate share of the plinth area of the common portions provide that if any wall be common between two units/flats/parking space then one-half of the area under which will shall be included in each unit/flat.

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Firoja Begum

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Yeamin Islam
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- 1.11. **UNDIVIDED SHARE** shall mean the undivided proportionate share in the land attributable to each flat/unit/parking space comprised in the said Holding and the common portion held by and/ or herein agreed to be sold to the respective purchasers and also wherever the context permits.
- 1.12. **TRANSFER** with its grammatical variations shall mean and include transfer by possession and by other means adopted for affecting what is understood as a transfer of space in multistoried building to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961 and the Transfer of Property Act.
- 1.13. **TRANSFeree** shall mean the person, firm, Limited Co., Association or person to whom may space in the building to be transferred.
- 1.14. **FLAT UNIT** shall mean the flats and/or other space or spaces intended to be built and/or constructed and or covered area capable of being occupied.
- 1.15. **COMMON EXPENSES** shall include all expenses to be incurred by the co-owners for the maintenance, management and upkeep of the Building in the said Holding for common purposes.
- 1.16. **COMMON FACILITIES AND AMMENITIES** shall mean the Hall, corridors, ways, stairways, stair passages, driving ways and the water-pump, (motor) Tubewell Under-ground tank,

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overhead Tank (if any), Meter Room, Septic Tank, Boundary walls and other facilities which may be mutually agreed upon between the parties and required for the establishment location, enjoyment, maintenance and/or management of the building.

- 1.17. **ADVOCATE** shall mean such person whom the Developer may appoint to look after the legal affairs relating to the Building Complex.

ARTICLE- II

COMMENCEMENT

- 2.1 That in pursuance of the said Development Agreement and subject to mutual obligations as are hereinafter stated between the parties hereto and the owners hereby appoint the Developer for the purpose of commencement of the Development work on the said Holding of the schedule mentioned premises.

And accordingly this agreement shall be deemed to have commenced on and with effect from the date of execution of this development Agreement.

ARTICLE- III

PLANS AND OTHERS

- 3.1 That the owners shall make out marketable title to the schedule property mentioned hereunder free from all


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- encumbrances upto the satisfaction of the Developer or his Advocate.
- 3.2 That the owners shall hand over the xerox copies of all relevant documents, settlement records, Municipal tax Receipts (current), Land Revenue Receipts (current) and other relevant documents to the Developer within 7(seven) days from the date of the Arguement.
- 3.3 The Developer shall mutate the names of the existing owners if necessary or to be mutated in the records of Burdwan Municipality in respect of the said holding at the cost of the owners if necessary.
- 3.4 The Developer shall at their own costs prepare a Map or plan to be sanctioned by the Burdwan Municipality in the name of the owners or their nominees for the purpose of construction, erection and completion of New 'G' plus VII' along with Basement or Multi storied Building on the said Holding or if any sanctioned by the Burdwan Municipal authority.
- 3.5 The application, plans and other papers, and documents referred to herein above shall be admitted by or in the names of the owners. All fees and other expenses incurred and/or to be incurred relating to the preparation of the plan by the Architect, Sanction Fees to be charged by the Municipality and supervision charges in the course of the construction

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of the building by the Architect and all other charges be relating to construction shall be borne and paid by the Developers.

- 3.6 That the developer has every right to modify or alter the building plan and also has right to submit supplementary Building Plan for the Purpose of the completing the construction of the multi storied Buildings over the schedule property. If any consent or signature of the owner is required in respect of above matter, the owners shall have to sign the same and shall have to cooperate in all matters in respect of getting supplementary sanction of Building Plan.

ARTICLE - IV

OCCUPANT

- 4.1 All the areas to be vacated from the respective tenant by the Developer with the instruction of the owners and the developer working as a representative of the land owner in all respect and if requires legal or any other administrative steps in official corresponding, the land owners in all respect will signed on it and handed over to the Developer for the purpose of new Construction over the schedule mentioned plot.

ARTICLE - V

COST OF CONSTRUCTION/COMPLETION

- 5.1 The entire cost of construction of the said proposed Building or whatsoever nature shall be borne by the Developer, such

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costs shall include the cost of all service amenities, fittings and fixtures; price rising in the cost of materials used for construction, fees payable to the Architect and Engineers in respect of the Construction, costs for the purpose of obtaining all other permission and approvals. The owners shall not be required to contribute any amount on that behalf.

- 5.2 The Developer shall submit and obtain plan for sanction to Burdwan Municipality after completion of all the papers and documents relating to the said schedule mentioned property after execution of this agreement and shall commence construction of the said new building after obtaining sanction from the appropriate authorities concerned.
- 5.3 **COMPLETION TIME:** With regard to time of completion of the project, it has been agreed in between the parties that subject to circumstances of Force Majeure; the developer shall try to complete the entire process of development of the said property and construct, erect and complete the new building within the period of 5 years from the date of execution of Developer Power of Attorney. And it may be extended as per the situation at the material point of time.

ARTICLE - VI

POSSESSION AND PAYMENT.

- 6.1 Within 15 days from the date of the plan being sanctioned by the Burdwan Municipality the owners shall put the

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- developer in the exclusive possession to the said Holding as agreed upon.
- 6.2. That the Developer shall be entitled to collect the price of the residential Flat/s with undivided proportionate of land and impartible share or interest in the said land and cost of construction so far it relates to the intending purchaser/s which mentioned in the schedule mentioned hereunder and the land owners shall not interfere or not to collect money from the intending purchaser/s except mode of payment schedule herein below decided by the owners from the developers.
- 6.3. That the Developer shall be entitled to collect and realise consideration money for and on behalf of the owners from the intending purchasers for flats/units/parking spaces price.
- 6.4. The flats will not be considered as complete unless the Developer has given notice to this effect to the Flat Owners or the Association that the building has been completed.

ARTICLE - VII

Allocation

The Owners having granted and/or agreed to grant exclusive right to Developer to commercially exploit the said premises by construction of building on the said premises at its own

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costs and in consideration of Developer under taking to pay and bear the costs of clearing all hindrances and obstacles and the costs of obtaining permission and consent required for construction, the owners shall be entitled to owner's allocation as reproduced below herein:

OWNERS ALLOCATION :

- shall mean 40 % of the total sanction area together with undivided impartibly proportionate share in the land with all the common rights as per the developer discretion.
- 7.1 Developer shall on completion of the new building put the owners in undisputed vacant possession of the 40% of total sanction area in the said new building as owner's allocation together with all rights in common to the common portions within the stipulated period of 5 years from the date of execution of Power of Attorney.
- 7.2 After setting apart the Owner's Allocation, Developer shall be entitled to the remaining space in said building, i.e Developer's Allocation as reproduced herein below.

DEVELOPERS ALLOCATION :

shall mean save and except the owners allocation the remaining i.e 60 % of the entire buildings to be constructed in the said premises along with car parking spaces with the undivided impartibly proportionate share in the land with all the common rights as per the Developer's description.

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- 7.3 The owners shall be entitled to transfer or dispose of the owners' allocation in the building constructed without in any way disturbing the common facilities situated thereon with the exclusive right to deal with, enter into agreement for sale and transfer the same or any portion thereof without any right, claim demand interest whatsoever or howsoever of developer and developer or any person or persons lawfully claiming through developer and developer shall not in any way interfere with or disturb the quiet and peaceful possession of the owners allocation.
- 7.4 Developer shall be entitled to transfer or dispose off the developer's allocation to the extent of 60 % in the entire building constructed without in any way disturbing the common facilities situated thereon with the exclusive right to deal and enter into agreement for sale and transfer the same or any portion thereof without any right, claim demand interest whatsoever or howsoever of the Owners or any person or persons lawfully claiming through owner and owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.

ARTICLE -VIII

DEVELOPER'S OBLIGATION

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- 8.1 The developers shall construct the Apartment strictly in accordance with plan sanctioned by Municipality and shall

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complete the same at his own cost, risk and responsibility without making liable to the owners for deviations if any thereof and for which the Developers shall solely be responsible to face all sorts of consequences thereby.

The Developers shall pay and bear all Rates and Municipal Taxes for the property from the date of taking handover possession thereof for commencement of the project works till the date of final allocation to the respective flat owners,

- 8.2. The Developer shall not make any deviation of sanction plan of the construction of the said building on the said Holding without the consent of the owners.
- 8.3. That before execution of the sale deed, the draft of the same should be approved by the owners. And the Owners should be made party to convey the proportionate land of the respective flats.

ARTICLE -IX

SPACE ALLOCATION

- 9.1. The developers shall be entitled to deal with sale, transfer, grant leases and/or in any way to dispose of the entire flat/s and to receive, realise and collect all sale - proceeds, rents, issues and profits arising there from and for which no further consent of the owners shall be required.

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Abdullah Pahlvi
Zakir Ismail
Feroza Begum

Asaad Hassan

Azizul Hossain
Yesmin Islam
Asaad Hassan

ARTICLE - X

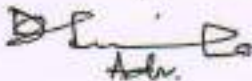
DELIVERY OF POSSESSION

- 10.1. That immediately after completion of the new building complex the owners shall execute deeds of conveyance with the developer and as per instruction of the developer on the land of such part/parts as shall be required by the Developer in favour of the Developer or its prospective buyers as mention by the Developer.

ARTICLE - XI

ARCHITECTS, ENGINEERS ETC.

- 11.1. That for the purpose of the development of the said Holding, the developer shall alone be responsible to appoint Architect for the said building and the certificate given by the architect regarding the materials to be used of construction, erection and completion of the new building and also specification for the purpose of construction an/or workmanship and completion of the building shall be final ,conclusive and binding on the parties.
- 11.2. The decisions of the architect regarding the quality of the materials and also specification of the purpose of construction will be final, conclusive and binding on the parties.


Arch.

Abdul Rahim
Zakir Ismail
Feroza Begum
Abdul Hossain

Arif Hossain
Yesmin Islam
Abdul Hossain

ARTICLE - XII

IDENTITY

- 12.1. The Developer shall be fully responsible for any deviation or any unauthorised construction or any accident or mishap while making any construction and in no event the owner shall incur any liability in respect thereof.
- 12.2. The stamp duty, registration charges and expenses in connection with the preparation and execution of this deed of Agreement and Power of Attorney shall be entirely borne by the developer or its nominees.
- 12.3. The Owners shall not be liable for any consideration received from the prospective purchasers after the development and handed over of the said premises by the developer.

ARTICLE - XIII

MAINTENANCE

- 13.1 The Developer from the date of delivery of possession to the prospective purchasers and thereafter the said purchaser/s maintain their portion at their own costs in good repair and tenantable condition.
- 13.2 That after the said building/flat is completed, the respective flat owner shall form an Association with the other occupants of the various flats of their shares in the said building with such rules and regulations as the developer shall think fit

DP D
Adv.

Hedaya Rahim
Zakir Ismail
Firoja Begum

Ahmed Hossain

Arojul Hossain
Yesmin Islam
Abdullah Hossain

for proper maintenance of the said new Building. One of the flat owner/s without form of registered Association into the said building complex can not individually make any type of application regarding any disputes relating to the said complex to the developer or the owners.

- 13.3 That untill such proper Association is formed, the Developer shall continue to remain responsible for the maintenance of the new Building.

ARTICLE - XIV

OBLIGATION OF THE OWNERS

- 14.1 **OWNERS OBLIGATIONS** - That during continuance of this agreement the Owners undertake to provide all sorts of help and need in favour of the Developer in smooth construction of Apartment and Owners under the obligations shall sign on all requisite papers and/or document according to the Developers requirement.
- 14.2. The owners in pursuance to the said undertaking hereby execute and register one separate set of Developer Power of Attorney in favour of Developers, for obtaining building plan sanctioned as also for other amenities from Burdwan Municipality and empowering the Developer to fulfill the project works and on its completion to sell the same to the intending purchasers and to receive sale proceeds thereof by the Developer.

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Actv.

Abdul Rahim
Zahir Ismail
Feroza Begum

Abbas Khan

Azizul Hasan
Yasmin Islam
Ahmed Hassan

- 14.3. The owners shall grant a Registered Power of Attorney in favour of the Developer or that nominee to enable him to proceed with obtaining of the license, Sanction of plans, sanctions in respect of the Building to be constructed on the said Holding and authorising the Developer to represent the owners before the Burdwan Municipality and all other statutory authorities. The said Power of Attorney shall continue to be in force so long as this agreement subsists and till the completion and handed over the flat/s to the intending purchaser/s of this project.
- 14.4. The owners shall sign and execute necessary application papers, documents and do all acts, deeds and things as may be required in order to legally and effectively vest on the Developer or its nominees in the said Holding. The owners shall execute Registered Power of Attorney to empower the developer to sell and deliver possession thereof.
- 14.5. The owners hereby further agree and undertake not to do any act deed or things whereby the Developer may be prevented from construction the proposed Building and completing the same subject to the provision of clauses mentioned therein.
- 14.6. The owners hereby agree and undertake not to cause any interference or hindrances in the work of construction of the Building on the said Holding by the Developer.

D. P. Singh
Adv.

Abdur Rahim
Zahir Ismail
Feroze Begum
Ahsan Afshan


Arofa Aroon
Yesmin Islam
Ahsan Afshan

- 14.7 **No Obstruction in Dealing with Developer's Function :**
The Owners covenants not to do any act, deed or thing whereby the developer may be prevented from discharging its function under this agreement.
- 14.8. **No Obstruction in construction:** The Owners covenants not to cause any interference or hindrance in the construction of the new building.
- 14.8. **No Dealing with Said Property:** The Owners covenants not to let out, grant lease, mortgage and /or change the Said Property or any portion thereof save in the manner envisaged by this Agreement.

ARTICLE - XV

BORROWINGS / LOANS

- 15.1. That the Developer shall be at liberty to take financial assistance from any Nationalised Bank or any Pvt. Bank or any other financial institution or person at their discretion and if required the owners shall put their signatures as a token consent as well as Mortgagor but not as a guarantor on the relevant project over the schedule mentioned property issued by the Banks or any other financial institutions if any of the said property.


Ahsan

Abdul Rahim

Zahir Ismail
Feroza Begum

Abdul Hossain

Abdul Hossain
Yeamin Alam

Abdul Hossain

ARTICLE - XVI

BREACH AND CONSEQUENCES

- 16.1. In the event of either party of this Agreement committing breach of any their obligations under this Agreement, the aggrieved party shall be entitled to specific performance and also to recover damages or compensations to make good the loss sustained by the aggrieved party on account of such breach from the party committing the Breach lawfully.
- 16.2 **Essence of Contract :** In addition to time, the Owners and the developers expressly agreed that the mutual covenants and promises contained in this Agreement shall be the Essence of Contract.

ARTICLE - XVII

JURISDICTION

17. Burdwan District Judges Courts at Burdwan shall have the jurisdiction to try and entertain all actions, suits and proceedings arising out of this agreement.
18. **EXPLOITATION RIGHT**

The Owners give permission to the Developers to build up Ownership Residential Apartments upon the said plot of land referred to in the schedule hereunder consisting of several self contained flats including car parking space and covered spaces to be constructed in accordance with building

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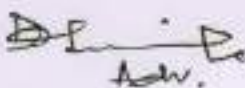
Abdur-Rahim
Zahir Ismail
Ferojo Begum
Ahmed Hassan

Azjad Hassan
Yasmin Islam
Ahmed Hassan

plan sanctioned by Burdwan Municipality and in consideration thereof and after vacating the shop rooms of the schedule mentioned property from the respective tenant at the cost of the owners.

19. **BUILDING-**

- (a) The developer is hereby entrusted to vacate the schedule mentioned 'Dokan' land from the respective tenant/s at the their own cost and the owner shall handed over the complete vacant possession of the land and building to the Developer.
- (b) The Developer is hereby given full liberty to take measurements of the said plot of land for getting sanction building plan for the Apartment thereon on the actual measurement of the land and shall get its signed by the Owners for submitting the same before the Municipal Authority at Burdwan and its sanctioning at the cost of the Developers.
- (c) The Owners give permission to the Developer so that Developers may take up immediate construction works of the project and for the Developers are authorized to apply for necessary cement quotas, steel, bricks etc and other building materials for smooth and rapid construction works upon the said land. The Owners however have agreed to execute and Register one


Adv.

Abdul Rahim
Zahir Ismail
Ferojoo Begum

Ahsanul Hossain

Ahsanul Hossain
Yesmin Islam
Ahsanul Hossain

General Power of Attorney in favour of the Developers appointing thereby Developers as their lawful & constituted Attorney on their behalf to do all such acts and things in regard to the construction works of the Apartment /Building and secondly for selling of flats and car parking spaces and other spaces with undivided proportionate share of the land.

- (d) The Developer is hereby given full liberty to cause modification and/or amendment as and when necessary be required for the Apartment/building construction at the cost and expenses of the developer as on behalf of the owners but the owners is not liable for any cost or damages for the same and the Developers out of his own accord shall bear fees and Municipal charges etc. and expenses for sanction of building plan with modification thereof as and when necessary and requirement of the project but only to vacate the schedule mentioned land and buliding from the respective tenants at the cost of the developer.
- (e) The Developer shall be entitled to enter into contractual agreement with other building contractor(s), architects and other for carrying out the agreed development works at its own risk and cost and the owners shall have no connection or concern with that of the agreement or contract with others.


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Abdul Rahim
Zakir Ismail
Feroze Anjum

Abdul Hossain

Abdul Hossain
Yasmin Islam
Abdul Hossain

- (f) The development of the said property constructing dwelling units/ownership apartment in accordance with sanctioned plan and specifications thereof maintaining the rules and regulations applicable thereto under the total supervision, cost and risk of the Developers.
- (g) The Developer shall dismantal the structure if any upon the land at his own cost and shall be the custodian of all goods and materials thereof and shall be at liberty to dispose off all the goods according to his sweet will to which owner shall have no right to make any interference into the matter not the owners shall have any claim as regards cost of the dismentalling goods.
- (h) The Developer shall be entitled to make advertisement(s) in his own name about project and proposed sale of flats to be constructed and affix the hoarding on the schedule mentioned property.

The Owners hereby undertakes that the Developers shall have full right to construct and to erect Apartment without any impediment dispute or disturbances from the owners end provided that Developers shall maintain and fulfill the terms and conditions contained herein in its true spirit.

[Handwritten signature]
Adv.

Fin

Habib-Rabim
Zahir Smith
Feroza Begum

Ashraf Hassan

Ajayad Hasan
Yasmin Islam
Ashraf Hassan

20. **DEVELOPER RIGHT** - The Developer shall be entitled to construct the entire project in accordance with plan sanctioned by the Municipality and the said project to which Developers shall have further right to the undivided proportionate share in land and common areas and attributable there to . The Developers shall further be entitled to sell and to dispose off all the flat(s), the remaining portion of the building / apartment to be constructed on the said land, car parking space/s and other spaces etc. together with undivided share in land in the common facilities and amenities and to any intending purchaser/s as it think fit and proper and the sale proceeds thereof that shall solely be received by Developer to which owners shall have no right to claim any share thereto only to deferred payment from the developer as hereunder written.

21.(a) The developer shall be exclusively entitled to in the building or apartment with exclusive right to transfer all otherwise sell with or dispose of the same without any right claim or interest therein whatsoever of the others and the owners after getting full payment as mentioned below shall not any way interfere with or disturb the quit and peaceful possession of the developer.

B. L. D.
Adv.

22. **PAPERS AND DOCUMENTS** The owners shall hand over the xerox copy of all the documents, settlement records, chain of title deeds regarding the plot of land, upto date

Abdur Rahim
Zahir Ismail
Feroza Begum

Ahsan Hossain

Ahmed Hossain
Yeamin Islam
Ahmed Hossain

Municipal tax receipts, land revenue receipts and other relevant documents as required, to the developers at the time of execution of this agreement and after payment 50% of the agreed amount by the developer to the owner, the owner shall handed over the original documents relating to the said schedule mentioned plot of land upon obtaining proper receipts.

23. **COMMON FACILITIES** - The Developer under the obligation shall provided proportionately common facilities to the flat owners subject to receive expenses and maintenance charges from the individual flat owners.
24. **RESTRICTIONS :-** The Developers and Owners both under the terms of agreement shall maintain the conditions strictly provided for building rules in particular the Developers during construction works shall abide by all the rules, by-laws etc, prescribed by the competent authority to that effect and shall be answerable to the deviations if there be any hereafter, further, that none of the parties to the agreement shall have right to terminate, cancel to the agreement unilaterally,
25. **BUILDING MATERIALS :-** The developers shall be authorised in the name of the owners to apply for and obtain quotas entitlements and other allocations for cement, steel, bricks and other buildings materials and inputs and facilities.

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Abdur-Rabim
Zakir Ismail
Firoza Begum

Ahsan Hossain

Amjad Hossain
Yasmin Alam
Ahsan Hossain

allocable to the owners and required for the construction of the new building but the owners shall not be responsible for the quality of the building materials.

25. **TEMPORARY CONNECTIONS :-** The developers shall be authorised in the name of the owners to apply for and obtain temporary connection of water, electricity, drainage, sewerage. It is however clarified that the developers shall be entitled to use the existing electricity and water connection if any at the said property upon payment of all usages or charges.
26. **COOPERATION BY OWNERS :-** The owners shall not include in any activities which may be detrimental to the development of the said property and/or which may effect the mutual interest of the party. The owners shall provide all cooperation that may be necessary for successful completion of the project.
27. **VACATING BY OWNERS :-** Simultaneously herewith, the owners have handed over khas, vacant, peaceful and physical possession entirely of the said property to the developers for the purpose of the execution of the project.
- 28.1 **POWER OF ATTORNEY :-** The owners shall grant to the developers and/or its nominees a registered power of attorney for the purpose of getting the building plan sanction/revalidated/modified/alterd by the planning

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Zakir Ismail
Firoja Begum

Ashraf Hassan

Azjad Hossain
Yesmin Islam
Ashraf Hassan

authorities and obtaining all necessary permission from different authorities in connection with the new construction and also development, maintainance, and received advanced money from the intending purchaser/s.

28.2. The owners shall also grand to the developers and/or its nominees a Power of Attorney for constructions of the New building and booking and sale of the new building.

29. **FURTHER ACTS :-** Notwithstanding grant of the aforesaid Power of Attorney, the owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plan for enabling the developers to perform obligation under this act.

30. **THE INDEMNITIES :-** The owners have absolute right, title interest and possession to the properties and that has not been encumbered in any manner for any reason whatsoever, The Developers undertake to keep indemnified the owners from the liabilities which may arise or likely to arise during continuance of construction works or thereafter, Simultaneously the owners undertakes to indemnified the Developers for all loses and damages suffered or to be suffered by Developers for wrong or misstatement, suppression of material facts or any defective title to the property under agreement and for that undertake to refund

D. L. D.
Adv.

Hector Palim
Zahir Ismail
Ferojo Begum

As per office

As per Hossain
Yesmin Islam
As per Hossain

the entire investment of project so incurred by the Developers.

31. **MISCELLANEOUS :-** That both parties under the agreement have undertaken to make indemnified in favour of each other as aforementioned and besides above it is specifically mentioned that in smooth construction of the building for which no specific terms has been mentioned and which may require to be done in that event the owners undertakes to execute all such additional power(s) or other authorizations as may be required by the Developer for the purpose. That after completion of building works the Owners at the request of Developer shall execute and register appropriate sale deeds/conveyances etc. in favour of the purchaser(s) in respect of all the flats together with undivided proportionate share in land and the developer shall be entitled and shall have right to execute and register the said sale deed on behalf of Owners on the strength of Power of Attorney granted in favour of Developer.

THE SCHEDULE "A" ABOVE REFERRED TO :-

ALL THAT PIECE AND PARCEL of lands situate under P.S. Bardhaman, District - Purba Bardhaman having Holding No. 55, of Mahalla - B.C. Road, under Ward No. 34 of Burdwan Municipality, being J.L No. 39 of Mouza - Radhanagar appertaining to R.S Khatian No. 1456, R.S Plot No. 3186/3242

As per
Att.

- As per Hossain

Abdur-Rahim
Zahir Ismail
Firozjo Begum

Asad Hassan

Asad Hassan
Yasmin Islam
Asad Hassan

Page No. 37

3185, 3186/3251 corresponding to L.R. Khatian Nos. 2376 (Md. Jamir Ismail), 4667 (Abdur Rashid), 4668 (Abdur Rahim), L.R Plot No. 3350, 3351 and 3354, classification Dokan proposed to Bastu, measuring an area more or less 0.15 acre or 15 decimals or 6484 Sqft. alongwith bilding structure admeasuring more of less 2473 sqft., which is butted and bounded as under:-

ON THE NORTH : 43 feet wide B.C Road

ON THE SOUTH : Manohar Inn Hotel

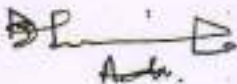
ON THE EAST : Building of Sanat Chandra Roy

ON THE WEST : Building of Asim Mukherjee and Bijoy Krishna Yadav

: THE SCHEDULE "B" ABOVE REFERRED TO :

- | | |
|----------------|---|
| (1) Foundation | : R.C.C. Foundation, Flat 2Ft. from Plinth Level. |
| (2) Floor | : As cemented/Marble. |
| (3) Walls | : Outside wall 5" Flat to Flat Partition, Partition 3". |
| (4) Doors | : Metal/Wooden/Plastic. |
| (5) Kitchen | : Marble Cooking Salve. |

2' Ft. Height Glaze Tiles above Black Stone with 1 Taps, 1(one) Sink (Black Stone) one Exhaust Fan Hole.



Contd. next page

Abdul Rahim
Zakir Ismail
Feroza Begum

Ashraf Hussain

Arjun Kumar
Yashwanth Kumar
Ashraf Hussain

- (6) Toilet : Grey Cement Mosaic Flooring, Glazed tiles upto 5', 2 Taps, One Shower.
- (7) Window : Steel Frame Glass fitting Window.
- (8) Plumbing : Outside Pipe P.V.C., Conceal Pipe P.V.C (Water connection pipe), P.V.C. Shower (Bathroom), Deep Tube well connected to Overhead water tank (for water supply to each flat) S.W. Line with P.V.C. main hole, septic tank R.C.C casting.
- (9) Sanitary : 1 Pan in each toilet.
- (10) Electricity : Total Conceal wiring P.V.C Electricity Board with Switch D.P Box (one PVC Main with indicators) Ground one iron main switch. The owner will give Rs 30,000/- per flat as cost of installation of transformer by WBSEB for separate Electric Meter.
- (11) Interior Wall : Plaster of Paris.
- (12) Balcony : Mosaic with Grey Cement Flooring.
- (13) Electricity Point : as per requirement
- (14) Road Inside the Complex : Net Cement.
- (15) Stair : Net Cement finishing.

Abdus Rahim
Zakir Ismail
Firoja Begum

Azizul Hossain

Azizul Hossain
Yesmin Islam
Azizul Hossain

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

SIGNED, SEALED & DELIVERED At Burdwan in presence of :

Correction - In line 4 of the stamp paper the word scrai-commercial-cum - written in black ink pen. In last line of page 36 R.S. Pitra 2186/3242 - written in ink pen.

Witnesses:-

1. Tukai Gangopadhyay
S/O Jaydev Gangopadhyay
Vill P.O. Korai,
P.S. Shaktighar
Dist Purbu Burdwan

Abdus Rahim
Zakir Ismail
Firoja Begum

2. Basudeb Ganguly -
Satele Tarapoda Ganguly -
Vill P.O. - Korai
P.S. - Saktighar
Dist Burdwan.

Azizul Hossain
Azizul Hossain
Yesmin Islam
Azizul Hossain
SIGNATURE

Drafted by me & typed in my office :-

Deb Krishna Saha

Advocate

Burdwan District Judges Court, Burdwan
Enrolment No. WB/415/1992

Computerised typed by :-

(Sri Sandip Roy)
Solutions
10/10, 11/11, 12/12 - Kolkata

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	Thumb	Index	Middle	Ring	Little



Arif Hussain

Graham Hassan

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Shauq Rahman

Shauq Rahman

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mail










Zahir Ismail

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Firoja Begum

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Arojad Hossain

Arojad Hossain

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Yesmin Islam

Yesmin Islam

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Arojad Hossain

Arojad Hossain

SIGNATURE









Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue









OFFICE OF THE A.D.S.R. BURDWAN, District Name: Burdwan

Signature / LTI Sheet of Query No/Year 02030001614594/2018

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	ABDUR RAHIM RADHANAGAR MUSLIM PARA, P.O:- BURDWAN, P.S:- Barddhaman, District:- Burdwan, West Bengal, India, PIN - 713101	Land Lord			<i>Abdur Rahim</i> 11-10-18
2	ZAKIR ISMAIL RADHANAGAR MUSLIM PARA, P.O:- BURDWAN, P.S:- Barddhaman, District:- Burdwan, West Bengal, India, PIN - 713101	Land Lord			<i>Zakir Ismail</i> 11/10/18
3	FIROJA BEGUM RADHANAGAR MUSLIM PARA, P.O:- BURDWAN, P.S:- Barddhaman, District:- Burdwan, West Bengal, India, PIN - 713101	Land Lord			<i>Firoja Begum</i> 11/10/18

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	ARSHAD HOSSAIN SATABDI BAG, P.O:- SREEPALLY, P.S:- Berddhaman, District:- Burdwan, West Bengal, India, PIN - 713103	Land Lord			<i>Arshad Hossain</i> 11/10/18
5	AMJAD HOSSAIN RADHANAGAR MUSLIM PARA, P.O:- BURDWAN, P.S:- Barddhaman, District:- Burdwan, West Bengal, India, PIN - 713101	Land Lord			<i>Amjad Hossain</i> 11/10/2018
6	YESMIN ISLAM RADHANAGAR MUSLIM PARA, P.O:- BURDWAN, P.S:- Barddhaman, District:- Burdwan, West Bengal, India, PIN - 713101	Land Lord			<i>Yesmin Islam</i> 11/10/18
7	ARSHAD HOSSAIN SATABDI BAG, P.O:- SRIPALLY, P.S:- Berddhaman, District:- Burdwan, West Bengal, India, PIN - 713103	Developer			<i>Arshad Hossain</i> 11/10/18

Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	TUKAI GANGOPADHYAY Son of JAYDEV GANGOPADHYAY KORAR, P.O:- SHAKTIGARH, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713102	ABDUR RAHM, ZAHIR ISMAIL, FIROJA BEGUM, ARSHAD HOSSAIN, AMJAD HOSSAIN, YESMIN IGLAM	<i>Tukai Gangopadhyay</i>

(Kaushik Bhattacharya)
ADDITIONAL DISTRICT.
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BURDWAN
Burdwan, West Bengal

व्यक्ति संख्या संख्या / PERMANENT ACCOUNT NUMBER

AAFPI1799B



नाम / NAME

ZAKIR ISMAIL

पिता का नाम / FATHER'S NAME

ZAMEER MOHAMMAD

जन्म तिथि / DATE OF BIRTH

20-07-1959

व्यक्ति हस्ताक्षर / SIGNATURE

Zakir Ismail

B. Has

आयकर अधिकारी, पं.सं. XI

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

M- 9732038274

Zakir Ismail

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

YESMIN ISLAM
ABDUR RASHID
20/10/1972
PAN Number
AANPI7859Q

Signature

Yesmin Islam

स्थायी लेखा संख्या

PERMANENT ACCOUNT NUMBER



AANPH8801P

नाम / NAME

ARSHAD HOSSAIN

पिता का नाम / FATHER'S NAME

RASHID ABDUR

जन्म तिथि / DATE OF BIRTH

10-02-1955

हस्ताक्षर / SIGNATURE

Arshad Hossain

Arshad Hossain

असल अंगुल, १४.४.५५

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

इस कार्ड के खो / गिरा जाने पर श्रद्धा ज्ञाती करने वाले अधिकारी को सूचित / वापस कर में सहायक आयकर आयुक्त,

६-७

बीरसे स्वामी,

कलकत्ता - ७०० ०६९

In case this card is lost/ found, kindly inform/return to the issuing authority :

Assistant Commissioner of Income-tax,

६-७,

Chowringhee Square,

Calcutta- 700 069.

Arshad Hossain

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AMJAD HOSSAIN

ABDUR RASHID

18/12/1973

Permanent Account Number

AAMPH8878D

Amjad Hossain

Signature



In case this card is lost / found, kindly inform / return to :

Income Tax PAN Services Unit, UTITSL,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/प्राप्त होने पर कृपया सूचित करें/वापस करें :

आयकर सेवा सेवा इकाई, UTITSL,
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई - 400 614.

Amjad Hossain

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

ABDUR RAHIM

MOBAROK HOSSAIN

15/01/1943

Permanent Account Number
ALEPA4481A

Abdur Rahim
Signature



यह कार्ड के धारक / धारक का कृपया सुनिश्चित करें / अधिपति
आयकर विभाग, नया दिल्ली, नया दिल्ली
इसके पते पर: एडमिन. ब्लॉक, नया दिल्ली, भारत।
फोन नं. 2337, लोक सेवा भवन - 110 013

This card is lent / someone's lost card is found.
Please inform / return to
Income Tax PAN Services Unit, NSDL
1st Floor, 23rd Floor Tower,
Faria's Mills Compound,
S. B. Marg Tower, Plot, Mumbai - 400 013.
Tel: 9122-2492 1630, Fax: 9122-2493 0664
www.incometax.gov.in

Abdur Rahim

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

FIROJA BEGUM

SEKH ABDUR REZZAK

01/01/1952

Permanent Account Number

BWSPB2877F

Firoja Begum

Signature



इस कार्ड में कोने / घने पर कृपया मुद्रित करें / लिखें।
आयकर पैन सेवा इकाई, एनएसडी
5 गी. भवन, मंत्री स्टडीयम, प्लॉट नं. 341, सर्वे नं. 997/8,
मोडल 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
5th floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bunglow Chowk,
Pune - 411 016

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: nsdl@nsdl.co.in

Firoja Begum

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

GRN: 19-201819-029787018-1 Payment Mode Online Payment
GRN Date: 11/10/2018 13:04:50 Bank: AXIS Bank
BRN: 298897223 BRN Date: 11/10/2018 13:05:55

DEPOSITOR'S DETAILS

Name: A Rahim
Contact No.: Mobile No: 91 9434 182596
E-mail:
Address: Burdwan
Applicant Name: Mr DEB KRISHNA SINHA
Office Name:
Office Address:
Status of Depositor: Others
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 6

Id No. : 02030001614594/6/2018
(Query No./Query Year)

PAYMENT DETAILS

Sl No	Identification No	Head of A/C Description	Head of A/C	Amount ₹
1	02030001614594/6/2018	Property Registration-Stamp duty	0030-02-103-003-02	70010
2	02030001614594/6/2018	Property Registration-Registration Fees	0030-03-104-001-16	14

Total 70024

In Words : Rupees Seventy Thousand Twenty Four only

Major Information of the Deed

Deed No :	I-0203-08829/2018	Date of Registration	14/11/2018
Query No / Year	0203-0001614594/2018	Office where deed is registered	
Query Date	10/10/2018 2:02:31 PM	A.D.S.R. BURDWAN, District: Burdwan	
Applicant Name, Address & Other Details	DEB KRISHNA SINHA BURDWAN, Thana : Barddhaman, District : Burdwan, WEST BENGAL, PIN - 713101, Mobile No. : 9434122596, Status : Advocate		
Transaction	Additional Transaction		
{0110} Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
Rs. 4/-	Rs. 5,16,68,613/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Burdwan, P.S:- Barddhaman, Municipality: BURDWAN, Road: B.C. Road, Mouza: Radhanagar, Ward No: 34

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-3186/3242	RS-1456	Bastu	Dokan	0.108 Acre	1/-	3,43,63,634/-	Width of Approach Road: 43 Ft., Adjacent to Metal Road,
L2	RS-3185	RS-1456	Bastu	Dokan	0.034 Acre	1/-	1,08,18,181/-	Width of Approach Road: 43 Ft., Adjacent to Metal Road,
L3	LR-3354	LR-1456	Bastu	Dokan	0.008 Acre	1/-	25,45,454/-	Width of Approach Road: 43 Ft., Adjacent to Metal Road,
TOTAL :					15Dec	3 /-	477,27,269 /-	
Grand Total :					15Dec	3 /-	477,27,269 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	2473 Sq Ft.	1/-	39,41,344/-	Structure Type: Structure
Gr. Floor, Area of floor : 2473 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2473 sq ft	1 /-	39,41,344 /-	

Major Information of the Deed :- I-0203-08829/2018-14/11/2018

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ABDUR RAHIM (Presentant) Son of Late MUBARAK HOSSAIN RADHANAGAR MUSLIM PARA, P.O:- BURDWAN, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Male, By Caste: Muslim, Occupation: Advocate, Citizen of: India, PAN No.:: ALEPA4481A, Status :Individual, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence
2	ZAKIR ISMAIL Son of Late MD JAMIR RADHANAGAR MUSLIM PARA, P.O:- BURDWAN, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AAFPI1799B, Status :Individual, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence
3	FIROJA BEGUM Wife of Late ABDUR RASHID RADHANAGAR MUSLIM PARA, P.O:- BURDWAN, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: BWSPB2877F, Status :Individual, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence
4	ARSHAD HOSSAIN Son of Late ABDUR RASHID SATABDI BAG, P.O:- SREEPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713103 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AANPH8801P, Status :Individual, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence
5	AMJAD HOSSAIN Son of Late ABDUR RASHID RADHANAGAR MUSLIM PARA, P.O:- BURDWAN, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AAPMH8878D, Status :Individual, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence
6	YESMIN ISLAM Wife of NAZRUL ISLAM RADHANAGAR MUSLIM PARA, P.O:- BURDWAN, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713101 Sex: Male, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: AANPI7859Q, Status :Individual, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ARSHAD HOSSAIN Son of Late ABDUR RASHID SATABDI BAG, P.O:- SRIPALLY, P.S:- Barddhaman, District:-Burdwan, West Bengal, India, PIN - 713103 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AANPH8801P, Status :Individual, Executed by: Self, Date of Execution: 11/10/2018 , Admitted by: Self, Date of Admission: 11/10/2018 ,Place : Pvt. Residence

Major information of the Deed :- I-0203-08829/2018-14/11/2018

Identifier Details :

Name & address	
TUKAI GANGOPADHYAY Son of JAYDEV GANGOPADHYAY KORAR, P.O:- SHAKTIGARH, P. S:- Bardhaman, District:-Burdwan, West Bengal, India, PIN - 713102, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of India, Identifier OF:ABDUR RAHIM, ZAKIR ISMAIL, FIROJA BEGUM, ARSHAD HOSSAIN, AMJAD HOSSAIN, YESMIN ISLAM, ARSHAD HOSSAIN	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	ABDUR RAHIM	ARSHAD HOSSAIN-1.8 Dec
2	ZAKIR ISMAIL	ARSHAD HOSSAIN-1.8 Dec
3	FIROJA BEGUM	ARSHAD HOSSAIN-1.8 Dec
4	ARSHAD HOSSAIN	ARSHAD HOSSAIN-1.8 Dec
5	AMJAD HOSSAIN	ARSHAD HOSSAIN-1.8 Dec
6	YESMIN ISLAM	ARSHAD HOSSAIN-1.8 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	ABDUR RAHIM	ARSHAD HOSSAIN-0.566667 Dec
2	ZAKIR ISMAIL	ARSHAD HOSSAIN-0.566667 Dec
3	FIROJA BEGUM	ARSHAD HOSSAIN-0.566667 Dec
4	ARSHAD HOSSAIN	ARSHAD HOSSAIN-0.566667 Dec
5	AMJAD HOSSAIN	ARSHAD HOSSAIN-0.566667 Dec
6	YESMIN ISLAM	ARSHAD HOSSAIN-0.566667 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	ABDUR RAHIM	ARSHAD HOSSAIN-0.133333 Dec
2	ZAKIR ISMAIL	ARSHAD HOSSAIN-0.133333 Dec
3	FIROJA BEGUM	ARSHAD HOSSAIN-0.133333 Dec
4	ARSHAD HOSSAIN	ARSHAD HOSSAIN-0.133333 Dec
5	AMJAD HOSSAIN	ARSHAD HOSSAIN-0.133333 Dec
6	YESMIN ISLAM	ARSHAD HOSSAIN-0.133333 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	ABDUR RAHIM	ARSHAD HOSSAIN-412.16666700 Sq Ft
2	ZAKIR ISMAIL	ARSHAD HOSSAIN-412.16666700 Sq Ft
3	FIROJA BEGUM	ARSHAD HOSSAIN-412.16666700 Sq Ft
4	ARSHAD HOSSAIN	ARSHAD HOSSAIN-412.16666700 Sq Ft
5	AMJAD HOSSAIN	ARSHAD HOSSAIN-412.16666700 Sq Ft
6	YESMIN ISLAM	ARSHAD HOSSAIN-412.16666700 Sq Ft

Major Information of the Deed :- I-0203-08829/2018-14/11/2018

Endorsement For Deed Number : 1 - 020308829 / 2018

On 10-10-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,16,68,613/-



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

On 11-10-2018

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

Presented for registration at 19:15 hrs on 11-10-2018, at the Private residence by ABDUR RAHIM , one of the Executants.

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

Execution is admitted on 11/10/2018 by 1. ABDUR RAHIM, Son of Late MUBARAK HOSSAIN, RADHANAGAR MUSLIM PARA, P.O: BURDWAN, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101, by caste Muslim, by Profession Advocate, 2. ZAKIR ISMAIL, Son of Late MD JAMIR, RADHANAGAR MUSLIM PARA, P.O: BURDWAN, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101, by caste Muslim, by Profession Business, 3. FIROJA BEGUM, Wife of Late ABDUR RASHID, RADHANAGAR MUSLIM PARA, P.O: BURDWAN, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101, by caste Muslim, by Profession House wife, 4. ARSHAD HOSSAIN, Son of Late ABDUR RASHID, SATABDI BAG, P.O: SREEPALLY, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713103, by caste Muslim, by Profession Business, 5. AMJAD HOSSAIN, Son of Late ABDUR RASHID, RADHANAGAR MUSLIM PARA, P.O: BURDWAN, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101, by caste Muslim, by Profession Business, 6. YESMIN ISLAM, NAZRUL ISLAM, RADHANAGAR MUSLIM PARA, P.O: BURDWAN, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713101, by caste Muslim, by Profession House wife, 7. ARSHAD HOSSAIN, Son of Late ABDUR RASHID, SATABDI BAG, P.O: SRIPALLY, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713103, by caste Muslim, by Profession Business

Indetified by TUKAI GANGOPADHYAY, , , Son of JAYDEV GANGOPADHYAY, KORAR, P.O: SHAKTIGARH, Thana: Barddhaman, , Burdwan, WEST BENGAL, India, PIN - 713102, by caste Hindu, by profession Law Clerk



Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
Burdwan, West Bengal

Major Information of the Deed :- 1-0203-08829/2018-14/11/2018

On 12-10-2018

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 14/- (E = Rs 14/-) and Registration Fees paid by by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/10/2018 1:05PM with Govt. Ref. No: 192018190297870181 on 11-10-2018, Amount Rs: 14/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 298897223 on 11-10-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,010/- and Stamp Duty paid by by online = Rs 70,010/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/10/2018 1:05PM with Govt. Ref. No: 192018190297870181 on 11-10-2018, Amount Rs: 70,010/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 298897223 on 11-10-2018, Head of Account 0030-02-103-003-02

Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN

Burdwan, West Bengal

On 14-11-2018

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.

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,010/- and Stamp Duty paid by Stamp Rs 5,000/-

Description of Stamp
1. Stamp: Type: Court Fees, Amount: Rs. 10/-

2. Stamp: Type: Impressed, Serial no 1081, Amount: Rs 5,000/-, Date of Purchase: 11/10/2018, Vendor name: L N Chakraborty

Kaushik Bhattacharya
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN

Burdwan, West Bengal

Major Information of the Deed :- I-0203-08829/2018-14/11/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2018, Page from 168510 to 168567
being No 020308829 for the year 2018.



Digitally signed by KAUSHIK
BHATTACHARYA
Date: 2018.11.30 15:14:05 +05:30
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 11/30/2018 3:13:50 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BURDWAN
West Bengal.



(This document is digitally signed.)