

পশ্চিমবঞ্জ पश्चिम बंगाल WEST BENGAL

2-1200008 home

foore, Dum Dum, 24-Pps. (North)

2 9 JUL 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 29 H day of July Two Thousand Nineteen

BETWEEN

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Go!: - Rossfith Park Kon-79
লাইদেশ প্রাপ্ত গঠিনে তেনের দাশিপুর শমনুষ এ ি াত অফিনে
ভেণ্ডাৰের া প্রত্য পাল
काबि३ नाष :- बाह्मकर्पुरु

(७७)(इ.व. इ.च.) शाला दिकालिक लाक :- वावाकर्ष्ट्र है कि लह:- 2 2 JUL 2015 है है, कि लह जाकि लाक के कि का कि



2 9 JUL 2019

Bulika Mazumder W/O - Bidyut Mazumder 42 - Badra P. C- Mitra Road Kol-79

House wife

(1) SRI BIDYUT MAZUMDER (PAN - AEKPM9409F), son of Late Monoranjan Mazumder alias Sunil Majumder, by occupation Business, residing at 42, P.C. Mitra Road, Badra, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700079, (2) SMT. SANCHITA MAJUMDER (PAN - AIQPM3116P), daughter of Late Monoranjan Mazumder alias Sunil Majumder, by occupation Business, 42, P.C. Mitra Road, Badra, P.O. Italgacha, P.S. Dum Dum, Kolkata - 700079, (3) SMT. MUN MUN DAS (PAN - ATOPD4221F), wife of Nikilesh Das, daughter of Late Monoranjan Mazumder alias Sunil Majumder, by occupation Housewife, residing at 17, Garden Road, Haltu, P.O. Haltu, P.S. Garpha, Kolkata - 700078, all are by faith Hindu, by Nationality Indian, hereinafter called the "OWNERS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the FIRST PART.

AND

"RAINBOW CONSTRUCTION" (PAN – AAMFR@335D), a Partnership firm having its office at 2 No. Tarun Sen Pally Lane, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700079, represented by its Partners namely (1) SRI SHAMVU PAL (PAN – ANJPP5643A), son of Late Beni Madhab Pal, Barawerai Tala, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700079, (2) SRI SANDIP HALDER (PAN – ABBPH9876K), son of Late Motilal Halder, residing at Badra Ghosh Bagan, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700079, all are by faith – Hindu, by occupation-Business, by Nationality Indian, hereinafter called the "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHEREAS one Manik Lal Paul was the owner of 87 decimals of land at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91.

AND WHEREAS said Manik Lal Paul died intestate leaving his sons Payodhi Kumar Paul, Jaladhi Kumar Paul, Baridhi Kumar Paul and wife Indu Bala Paul to inherit the property left by him.

AND WHEREAS said Baridhi Kumar Paul died intestate as bachelor leaving his mother Indu Bala Paul.

AND WHEREAS said Payodhi Kumar Paul & others by a registered Deed of Partition partitioned their joint property and determined their respective share registered Biologut Margunder Sanchita Warumder at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Being No. 255 for the year 1944.

AND WHEREAS by virtue of the said Partition Payodhi Kumar Paul became the absolute owner of 6 Cottahs 4 Chittacks 32' Sq.ft. of land at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91 along with others land.

AND WHEREAS said Payodhi Kumar Paul by a registered Deed of conveyance registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 53, Pages 42 to 45, Being No. 3042 for the year 1967 sold and transferred 2 Cottahs 9 Chittacks of land at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91 to Sandhya Mazumder.

AND WHEREAS said Payodhi Kumar Paul by a registered Deed of conveyance registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 78, Pages 247 to 250, Being No. 5489 for the year 1966 sold and transferred 6 Cottahs 4 Chittacks 32° Sq.ft. of land to one Bilop Kumar Chakraborty.

AND WHEREAS said Bilop Kumar Chakraborty by a registered Deed of conveyance registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 123, Pages 56 to 58, Being No. 6338 for the year 1973 sold and transferred 4 Cottahs 32 Sq.ft. of land at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91 to Sandhya Mazumder.

AND WHEREAS said Sandhya Rani Mazumder died intestate on 18.01.2007 leaving his son Bidyut Mazumder his daughters Sanchita Majumder and Mun Mun Das, the owners herein to inherit the property left by her.

AND WHEREAS the owners herein are seized and possessed of and sufficiently entitled to all that piece and parcel of land-measuring 2 Cottahs 13 Chittacks 32' Sq.ft. more or less at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91, at Holding No. 42, P.C. Mitra Road, more fully and particularly described in the schedule hereunder written.

AND WHEREAS the owners are desires to develop the said property and to construct a Multi- Storied Building on the said property but could not do it themselves and the developer knowing the intention of the owners and approached the owners to authorized them to develop the said property and to construct a Multi – Storied building on the said property to which the owners agree.

get one Flat on 1st floor (South West side), owners No. 2, Sanchita ene Flat on 2st floor (South West side), and owners No. 3, Mun Mun

Flat on 2st floor (South West side), and one Garage on Ground floor

Sq.ft. more or less and will get a sum of Rs. 10,00,000/- (Rupees Ten

hereinafter called the owner's allocation.

Descriper with the execution of this agreement has paid a sum of Rs. 1,00,000/
Expect One Lakh) only, the receipt of which the owners do hereby admits and

exhaustedges. The Developer shall pay a sum of Rs. 4,00,000/- (Rupees Four Lakh)

early at the time of vacant the possession of land by the owners. The Developer shall pay

the balance payment sum of Rs. 5,00,000/- (Rupees Five Lakh) only in several

installments at the time of construction period.

The Developer handing over the possession of owner's allocation to the owners then the owners shall partition their property among themselves at their own costs and the owner's allocation will take effect from the date of execution of the partition deed.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows: - Unless in these presents it is repugnant to or inconsistent the following works and/or expression shall mean as hereinafter mentioned.

- 1.1 OWNERS shall mean the above Owners / Landlord and their heirs, executors, administrators, legal representatives and assigns.
- 1.2 DEVELOPERS shall mean the above named Developer or any company formed by the above named Developer with having respective offices and license as would be required for such company and its successors in office.
- 1.3 THE PROPERTY shall mean the land measuring 2 Cottahs 13 Chittacks 32' Sq.ft. more or less at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91, at Holding No. 42, P.C. Mitra Road, Kolkata 7000 79, Ward No. 1, under Dum Dum Municipality, more fully and particularly described in the schedule hereunder written.

- THE BUILDING shall mean the multi storied building to be constructed on the said property and/or amalgamated property in accordance with the building 1.4 plan to be sanctioned by the authority of Dum Dum Municipality at the cost of
- THE UNIT shall mean the partly or wholly constructed flat/apartment shop room in the building (which is agreed to be proportionate share in common portion of the said 1.5 property and structure whatsoever as the case may be.
- PROPORTIONATE OR PROPORTIONATE PORTION or proportionately shall mean the area between the built up area of the unit and the total constructed 1.6 portion within the said property which is the undivided share in the land comprised in the premises held by the Owners/ landlords.
- THE COMMON PORTION shall mean and include the common portions to be mean and erected for convenience of the intending purchaser and/or lawful 1.7
- THE ARCHITECT shall mean such Architect or Architectures appointed by the Developer, Architect for the building or such other architect or Architects of the 1.8 building as may be appointed by the Developer cost of which will be borne by the
- SALEABLE SPACE shall mean the space in the building available for independent use and occupation after making due provisions for common areas 1.9 and facilities and spaces required thereof, after deducting the landlords portions.

OWNER'S ALLOCATION as a consideration of the said property the owners will get three Flats each measuring a covered area of 620° Sq.ft. out of which owners No. 1, Bidyut Mazumder will get one Flat on 1st floor (South West side), owners No. 2, Sanchita Majumder will get one Flat on 1st floor (South East side), and owners No. 3, Mun Mun Das will get one Flat on 2nd floor (South West side), and one Garage on Ground floor measuring 120° Sq.ft. moré or less and will get a sum of Rs. 10,00,000/- (Rupees Ten Lakh) only, hereinafter called the owner's allocation.

DEVELOPER'S SHARE - shall mean rest of the constructed area i.e. the constructed area except Owners' allocation with reference to the consideration clause of this Agreement and the Developer are entitled to appropriate the sale proceeds in respect of Developer's allocation.

TRANSFERER with its grammatical variation shall mean adopted for effecting that is understood as transfer of undivided proportionate share of land in multi

- storied building to purchaser thereof by execution and registering Deed or Deed of Conveyance in accordance with the provisions of law in this behalf by the Owners in favour of the purchaser on receipt of consideration.
- TRANSFEREE shall mean the person or persons firm, limited company or 1.11 association to whom any space in the building has been transferred.
- The word importing singular shall include plural and vice versa.
- Sanctioned plan shall mean and include the new building plan to be sanctioned by 1.13 the competent authority.

ARTICLE - II COMMENCEMENT

This Agreement shall be deemed to have commenced on and from the date of 2.1 execution of these presents.

ARTICLE - III OWNER'S RIGHT AND REPRESENTATIONS

- That excepting the Owners nobody else have any right, title and interest claim 3.1 or demand whatsoever or howsoever into or upon the said property.
- The Owners are absolutely seized and possessed of and/or otherwise well and 3.2 sufficiently entitled to enjoy and transfer the said property or any part of it.
- The landed property is free from all encumbrances, charges lines, lispendences, 3.3 attachments, trusts whatsoever or howsoever.
- There is no excess vacant land in the said property within the meaning of the urban Land Ceiling and Regulations Act. 1976 and the Developer is fully satisfied 3.4 with the marketable title of the Owners.
- That the total area of the land comprise in the said property is 2 Cottahs 13 3.5 Chittacks 32' Sq.ft. be the same a little more or less.
- That the Owners undertake to hand over the peaceful and vacant possession of the property for the purpose of raising the new construction at the said property to the 3.6 second party / Developer within.
- That the Owners further undertake to execute the registered General power of Attorney in favour of the Second party Developer and the land Owners will 3.7 give the Developer/ Second party all the powers required for the purpose of making such construction at their own risk and costs and to negotiate for sale and enter into agreement for sale and make registered Deed, documents for registration whatsoever required for their portion .

ARTICLE - IV DEVELOPER'S RIGHT

- THAT on the power and by virtue of this agreement the Developer/ Second party is hereby empowered to raise the construction at the above mentioned property 4.1 investing its own finance and resources and undertake to erect the said building as per the sanctioned building plan sanctioned by the Dum Dum Municipality.
- That the second party / Developer is hereby empowered to suitable modify and to alter the sanctioned plan as and when required and submit the same for approval 4.2 of the Dum Dum Municipality and entire cost shall be borne by the second party / Developer alone and after modification the developer shall again enter in a Supplementary agreement for more specification and the developer shall be sole responsibility for mortification and alteration and owners have no liability for the
- The Developer / Second party shall be entitled to appoint its own labor masons contractor building Engineer Architect as necessary arising out of the new 4.3 construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second party / Developer and all the risk and liability together with all responsibility shall remain with Developer / Second party and he will liable or responsible for any debts payments misappropriation of any money or anything whatsoever eventually takes place at the time or after construction completed and hand over to the prospective purchaser.
 - The Developer / Second party for the purpose of raising the said construction shall have his absolute right to enter into any Agreement for sale of flats and 4.4 apartments in respect of its own allocated portions as mentioned above and to that effect and shall be entitled to receive earnest money from the intending purchaser together with all advance thereof but at all material times the Owners shall not be liable for such advances or earnest money. That the said earnest money accepted by the Second party / Developer shall remain charges only with the Developer and the Owners allocation will remain unaffected and noncharged and purchaser shall have no right to interfere with the portion of the Owners allocation for any misappropriation of any money by the second party/ Developer or for any deal nor he shall have any right to seek any order or injunction from any court in respect of the Owners allocation.

ARTICLE - V: TIME

The Developer shall complete the said building within 36 months from the date of obtaining Municipal sanctioned plan, and/or handing over the peaceful vacant 5.1 possession of the said land whichever is later time may be extended to 6 (six) months under unavoidable circumstances on mutual discussion. If the shall not complete the construction work within stipulated period then this agreement will be null & void. And the Developer shall not claim and demand from the owners.

ARTICLE-VI: DEVELOPER'S RIGHT AND REPRESENTATIONS:-

- The Developer hereby undertake the responsibility to get the plan sanctioned form the Dum Dum Municipality and start construction of the building and to 6.1 complete the whole complex within 36 months from the date of Municipal sanctioned plan in accordance with the sanctioned plan and/or handing over the peaceful vacant possession of his premises whichever is later and within this time the Developer shall give complete possession of the Owners, allocation and the time may be extended for another six months from the reasons beyond the
 - To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expenses for obtaining the permission from the authority/ 6.2
 - To bear all costs charges and expenses for construction of the building at the said 6.3 premises.

ARTICLE VI: OWNERS' ALLOCATION

consideration of the said property owners the three Flats each measuring a covered area of 620° Sq.ft. out of which owners No. 1, Bidyut Mazumder will get one Flat on 1st floor (South West side), owners No. 2, Sanchita Majumder will get one Flat on 1st floor (South East side), and owners No. 3, Mun Mun Das will get one Flat on 2nd floor (South West side), and one Garage on Ground floor measuring 120' Sq.ft. more or less and will get a sum of Rs. 10,00,000/- (Rupees Ten Lakh) only, hereinafter called the owner's allocation.

Lake) only, hereinafter called the owner's allocation from the Developer, after handing over to sait on from the Developer, after handing over to sait and after his owner's will make a farthidion dealer hist Dred among thom salve and this owner's allocation will texe effect from the date of excention of that Parking deed or hight Deed,

ARTICLE VIII: - DEVELOPER'S ALLOCATION.

8.1 In consideration of the above the Developer shall be entitled to the remaining balance space leaving apart from the Owners allocation in the building of the constructed area to be constructed at the said premises together with the proportionate undivided share on the said land with the right of use of common facilities and amenities and the Developer shall be entitled to enter into agreement for sale and transfer in his own name or in the name of the nominee and to receive and release and collect all moneys in respect of the said property and it is hereby expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the Developer to obtain any further consent of the Owners and this agreement itself shall be treated as consent of the Owners.

ARTICLE IX : PROCURE

- 9.1 The Owners shall grant to the Developer registered General power of Attorney as may be required for the purpose of submit the building plan obtaining the sanctioned of the plan C.C. Certificate from the Municipality and all other necessary permission from the different authorities in connection with the construction of the building and also from pursuing to follow up the matter with the statutory body and other authorities to negotiate for sale enter into agreement for sale and receive consideration from the intending purchaser.
- 9.2 NOTWITHSTANDING grant of power of Attorney by the Owners in favour of the Developer and delivery of possession of the said property no action of the Developer under this power of Attorney shall in any manner fasten or create any financial or any other liabilities or any kind whatsoever upon the Owners.

ARTICLE X: CONSTRUCTIONS.

10.1 The developer shall be solely and exclusively responsible for construction of the said building and the owners are no way connected with any deviation, alteration or allocation.

10.2 ARTICLE XI: BUILDING

11.1 The Developer shall at its own costs construct erect and complete in all respects of the said multistoried building and the common facilities and also amenities at

- the said premises in accordance with the plan with good and standard quality of materials.
- 11.2 The Developer shall install and erect the said building at its own costs as per the specification and also the drawing providing by the architect, pump, water storage tanks, overhead, Reservoir, septic Tank, Electrification, permanent electric connection from the CESC and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provide in a residential multi-storied building in the locality in Ownership basis or otherwise.
 - 11.3 The Developer shall bear the entire costs of construction including Architects fees and fees for building plan to be sanctioned from Dum Dum Municipality without creating any financial or other liabilities on the Owners regarding the construction.

ARTICLE XII: COMMON FACILITIES

- 12.1 The Developer shall pay and bear all Municipal taxes and other dues and impositions and outgoings in respect of the said property as and from the date of sanction of the building plan till hand over the possession within the stipulated period in favour of the Owners.
- 12.2 After the completion of the total construction the Developer and the Owners including their respective assignees will bear the cost of common facilities and maintenance charges like costs of if any Durwan pump Motor and Electric charges in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any meter fire and scavenging charges etc.

ARTICLE XIII : PROCEEDING -

13.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the developer to defend allocations suits and proceedings which may arise in respect of the construction and Developer of the said premises to bear all costs, charges, and expenses incurred for that purpose.

ARTICLE XIV : DEVELOPER INDEMNITY

- The Developer hereby undertake to keep the Owners indemnified against all third party claim and action arising out of any parts of act or commission of 14.1 the Developer or relating to the construction of the building.
- The Developer hereby undertake to keep the Owners indemnified against all acts, suits costs, proceedings and claim that may arise out of the Developer action without regard to the Development of the said premises and/or in the matter of construction of the said building and/or defect therein .

ARTICLE XV: OWNERS' OBLIGATIONS

THE Owners doth hereby agrees and covenants with the developer not to cause any interference or hindrance in the construction of the said building at the said premises by the developer provided the terms and conditions, covenants and obligations as stated above are complied with . The Owners doth hereby covenant with the developer 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 allocation portion in the building at the said premises in favour of the intending buyers of flats/ shops/ garages in the said building. The Owners further gives undertaking for and on behalf of his agents, servants, representatives for similar act at his own liability and responsibility.

The Owners doth hereby agrees and covenants with the developer not to let out grant, lease mortgage and/or charge or part with the possession of the said premises or any portion thereof without the consent in writing of the developer on and from the date of execution of this agreement. This agreement cannot be terminated by the Owners in any unless and until all the flats/ shop / garages under the developer's allocation are sold out and the deed of conveyance in favour of intending purchaser or purchasers of the developer's allocation are executed and registered if the developer shall strictly follow the terms and condition of the agreement.

The Owners further declare that the said property of the premises has not been subject to any notice of attachment under public demands recovery act or for payment of income tax. and Municipal dues or any statutory dues or attached in respect of any suit.

That the Owners herein undertakes not to create any kind of charge or mortgage including that of equitable mortgage by depositing the title deed of the said premises /land or any portion thereof at any time during the subsistence of this agreement.

That the Owners and/or their solicitors or advocate shall answer the requisition on title required by the developer or by any of the intending purchaser's of the developer's allocation as and when the same would be required.

The Developer shall pay the required security deposit payable to the Dum Dum Municipality for sanctioning of the building plan in the name of the Owners. The developer shall take the refund of the same after the building is completed and the Owners shall be liable to sign all documents, papers forms etc. for getting the security deposit refunded.

ARTICLE XVI: MISCELLANEOUS

- 15.1 The Owners and the developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construct as partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitutes as an association or persons.
- 15.2 The Owners hereby undertake to do all such act, deeds, matters and things which may be reasonably required to be done in the matter and the Owners shall execute any additional power of Attorney and/or authorization in favour of the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and the documents as the case may be provided in no way infringe any of the right of Owners and/or against the spirit of this Agreement.
- 15.3 The Developer and Owners shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owners hereby agreed to abide by the rules and regulations of such management society, Association, holding organization and hereby give his /her /their consent to abide by the same.

15.4 The name of the building shall be decided later on by the Developer.

- 15.5 As and from the date of the completion of the building the Developer and/or his transferee and the Owners and/or her transferee and their successors 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 share of the constructed areas.
- 15.6 There is no existing any agreement regarding Development or sale of the said premises and that all other agreement, if any prior to this agreement have been cancelled.
- 15.7 All arrear Municipal Taxes and/or any other taxes and/or other taxes before to execution of this Agreement will be paid by the by the Owners and if anything is paid by the Developer that will recovered from the Owners by cash.
- 15.8 The Developer shall demolish the existing structure at their own costs and expenses and shall appropriate the salvages and building materials.
- 15.9 At the time of signing of this agreement and execution of registered power of attorney in favour of the Developer the owners will hand over the all original documents related to the said property like as Original deed Parcha, Khajna, update payment of Municipal tax receipt and same will be returned to the owners at the time of giving possession to the owner's allocation.
- 15.10 It is agreed by both parties that the Developer will have right to amalgamate the adjacent plot/ plots for construction of multi storied building in a complex for better rehabilitation.
- 15.11 It is specially agreed between the parties that if any damage occurs during the period of construction or after the period of construction for any reason, the developer will only be liable for that.
- 15.12 The Developer hereby agrees and covenants to the owners not violate or contravene any of the terms and conditions of the present agreement as well as not to violate any municipal rule relating to the construction of the proposed multi storied building in any manner whatsoever.
- 15.13 The owners will not in any way be liable or responsible for the project and if further costs are to be incurred the developer only will be responsible for that.
- 15.14 The owners will have sole liberty to transfer their portion of flat by way of sale, gift etc according to their choice without interruption or disturbance by the Developer or any person whomsoever.
- 15.15 The owners will sign the sale deeds or deed of conveyance to be executed in favour of the purchaser/ purchasers of the building and duly register the same before

the registration office in favour of the purchasers and the cost of registration charges of developer allocation shall be borne by the purchaser.

- 15.16 The owners hereto or any of her civil engineers shall give an advance notice to make inspection of the allotted flat in course of construction of the multistoried building and shall also be entitled to raise technical's objection in the materials used for constructional purpose.
- 15.17 The Developer must have to give the C.C. of the Municipality within a short period of handing over the position to the owners.
- 15.18 The Developer will pay Rs. 10,000/- (Rupees Ten Thousand) only per month to the owners as alternative accommodation till handover the possession of owner's allocation.

ARTICLE XVII: FORCE MEAJEURE

- 16.1 The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the force meajure and shall be suspended from the obligations during the duration the force meajure.
- 16.2 Force Meajure shall mean flood, earth quake, riot war, tempest civil commotion, strike and /or any other acts or commission beyond the reasonable control of the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Bastu land measuring 2 Cottalis 13 Chittacks 32 Sq.ft. more or less together with R.T. Shed 200 Sq.ft. more or less at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91, at Holding No. 42, P.C. Mitra Road, Kolkata – 7000 , Ward No. 1, under Dum Dum Municipality, within A.D.S.R.O. Cossipore Dum Dum, which is butted and bounded in the manner following:

ON THE NORTH : House of Nityananda Mazumder.

ON THE SOUTH : 6' ft. wide Municipal Road.

ON THE EAST : Others property.

ON THE WEST : 12' ft. wide P. C. Mitra Road.

THE SECOND SCHEDULE REFERRED TO ABOVE (COMMON AREAS AND FACILITIES)

- The open space means open area in front of the building and other sides of the building, covered space, electrical, plumbing, sanitary and other installations of 1... common utility and other common parts.
- Maintenance, gate, boundary walls, stair case, Lift, roof, landings, lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, 2... sewers, septic tank, rain water pipe, supply of water for 24 hours, fixtures, fittings, water pump, motor, pump room and lighting of common areas, common meter.
 - The right of passage in common as aforesaid gas, telephone, if there by any electricity, water from and to the said flat through pipes, drains, wires and 3.
 - The entire land or space lying vacant within the said premises.

THE THIRD SCHEDULE REFERRED TO ABOVE (PROPORTIONATE EXPENSES)

The proportionate expenses which will be borne by the Purchaser with the other occupiers or owners of the flats of the said building :-

- The cost of maintaining, repairing, white washing, painting, re-building, replacing, decorating, the main structure of the said building including the exterior thereof and in particular the common portion of the roof, terrace, if any, landing and staircase of the building rain water pipes, motor pumps, tube-well gas pipes and electrical wires, sewerage, Lift and all other common parts of the fixtures, fittings and equipment in under or upon the said buildings enjoyed or used in common by the occupiers thereof-
 - The costs of acquisition and other legal proceeds the costs of cleaning and lighting the common entrances, passages, landings, stair-case, main walls and other parts of the building as enjoyed or used in common by the occupiers thereof. The salary 2. of Managers, Clerks, Bill Collectors, Chowkiders, Plumbers, electricians, sweepers etc. as decided by the Association.
 - The cost of working, repairing, replacement and maintenance of lights, pumps, and other plumbing work including all other service charges for services rendered 3. in common to all other occupiers.
 - Municipal and other taxes (both owners and occupiers) and other outgoing etc. 4.

- INSURANCE of the building against earthquake, fires any damages by natural 5. calamities etc.
- ALL electricity charges payable in common for the said building. 6.

SPECIFICATION

- Building: The complex has a R.C.C. structures
- : Outer wall 8" thick, inner wall 5"/3" thick 1. Walls
- : All be completed by flush door. 2. Door 3.
- Kitchen: Tiles flooring, Green border, cooking platform with 4'ft-glazed tiles one Floor: All floor are Tiles. sink, one exhaust fan point, one water points with C.P. Bib Cock (one). 4. 5.
- Electrical: All wiring will be good quality wire concealed and good quality switch fitting and developer will bear necessary expenses to install electric main 6.
 - Toilets: Glazed tiles upto 6 ft. height from floor level concealed piping shower meter from C.E.S.C Ltd. point, W.C. attached toilets 6' ft. tiles and attached toilet with plane commode. 7.
- Interior Wall coats: All interior walls will be finished with a coat of plaster of Floor will be floor tiles. . 8.
 - Weather coat over primer application. paris. External Work:
 - Window: Aluminum frame window. 9. 10.
 - Grill covered grill: Square covered grill for windows & Balcony.
 - Toilets: Marble floor/ tiles flooring, Glazed tiles upto 6 ft. height from floor level 11. concealed piping, shower point, exhaust fan. 12.
 - W/C: Marble floot/ tiles flooring, Glazed tiles upto 5 ft. height from floor level concealed piping, shower point, exhaust fan. 13.
 - Stair Case: Marble flooring with MS Grill railing. 14.
 - Extra Work: Any extra work other than the standard schedule shall be charged extra as described by the builder/developer or their engineer and such amount shall be deposited before the execution of such work. 15.

Common Facilities and Amenities: Shall include corridors, hall ways passage, ways, common stair case, car parking space, common lands, pump room, overhead water tank, motor and other facilities which may be mutually agreed upon, between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under.

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

SIGNED, SEALED AND DELIVERED

In the presence of

WITNESSES

1. Bulika Mazumder

42 - Badra

P. C Mitra Road

Kol-79

Biolyst Morgander Jonahika Majumder

Mun Mun Das.

SIGNATURE OF THE OWNERS

2. Kartick chakrabordy 3. D. Nagari Kol-56

For RAINBOW CONSTRUCTION Sanding Halder.

Part let

For RAINBOW CONSTRUCTION Shemme Pal Part est

SIGNATURE OF THE DEVELOPER

RECEIPT

RECEIVED a sum of Rs 1,00,000.00 (Rupees One lakh) only from the Developer herein as per memo below:

MEMO OF CONSIDERATION

	T D.	Date	Bank	Amount
To whom	A/c Payee			
	Ch.No/Cash			
	-	1 1 100	11 8.1	1,00,000/=
	273629	29/11/0	0. 5.0	1
				\ /
			31	1
		-		Rs. 1,00,000.00
Total		1		

(Rupees One lakh) only.

			-	
WIT	IN	ESS	ES	÷

WITNESSES;

1) Bulika Mazumder

W/o Bidyut Mazumder

42 Badha

p.c Mitna Read

2) Kantick Chabrabary

5.D Noger Bidyut Mazumder

101-56 Bidyut Mazumder

101-56 Signature of the owners

Prepared by:-

Amounds Xdq. Arr. H. crice. WB 480/79

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

RN:

19-201920-004906001-1

Payment Mode

Online Payment

GRN Date: 26/07/2019 20:23:56

Bank:

AXIS Bank

BRN:

305362620

BRN Date: 26/07/2019 20:24:40

DEPOSITOR'S DETAILS

ld No.: 15060001206058/2/2019

[Query No./Query Yest]

Name:

AURA SERVICE XPRESS

Contact No.:

Mobile No.:

+91 8296777712

E-mail:

Address:

BEL KOL 83

Applicant Name:

Mr Kartick Chakraborty

Office Name:

Office Address:

Status of Depositor:

Purpose of payment / Remarks:

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1 2	15060001206058/2/2019 15060001206058/2/2019	Property Registration-Stamp duty Property Registration-Registration Fees	0030-02-103-003-02 0030-03-104-001-16	2021 1021
-	44	Tot	al	3042

In Words:

Rupees Three Thousand Forty Two only

Major Information of the Deed

1 .		Date of Registration 29/07/2	2019		
eed No:	1-1506-06749/2019	Office where deed is registered	Water of the last		
Query No / Year	1506-0001206058/2019	A.D.S.R. COSSIPORE DUMDUM, District: Non 24-Parganas			
Query Date	25/07/2019 6:43:57 AM				
Applicant Name, Address & Other Details	Kartick Chakraborty Jatin Das Nagar, Thana: Belghor 700056, Mobile No.: 983051436	ia, District: North 24-Parganas, WEST 4, Status: Solicitor firm	BENGAL, PIN -		
	700000, 11100110	Additional Hallsaction			
Transaction [0110] Sale, Development agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]			
		Market Value	MOTHERS		
Set Forth value	CONTRACTOR OF THE PARTY OF THE	Rs. 32,02,641/-			
Rs. 2/-		Registration Fee Paid	A STATE OF THE PARTY OF THE PAR		
Stampduty Paid(SD)	NAME OF THE PARTY	Rs 1 021/- (Article:E, E, B)			
Rs. 7,021/- (Article:48(g))	FIED(only) from the applicant for issuing the ass	sement slip.(Urba		
Remarks	Received Rs. 50/- (FIFTY only area)) nom the opposition to			

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: P.C. Mitra Road, Mouza: Badra, , Ward No: 1, Holding No: 42 Jl No: 9, Pin Code: 700079

No: 1	, Holding No	42 JI No: 9, Khatian	Land	USE	Area of Land	SetForth Value (In Rs.)	Market Value (in Rs.)	Other Details
No	Number RS-469	Number RS-91	Bastu	Rastu	2 Katha 13 Chatak 32 Sq	1/-	31.42.641/-	Width of Approach Road: 12 Ft.,
		Total:	-	-	4.714Dec	1/-	31,42,641 /-	

Structure Details :				Market value	Other Details	
Sch	Structure	Area of Structure	Setforth Value (in Rs.)	(In Rs.)	THE RESPONSE OF THE PARTY OF TH	
No	Details		The second second	60,000/-	Structure Type: Structure	
S1	On Land L1	200 Sq Ft.	1/-	00,000	With the second second	

Gr. Floor, Area of floor: 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete

Shed, Extent of Completion: Com	pieto		
Total: 200 sq ft	11-	60,000 /-	

Lord Details:

: Office

Name, Address, Photo, Finger print and Signature Name Photo Photo Pinger Print Signature Mr Bidyut Mazumder Son of Late Manoranjan Mazumder Alias Sunil Majumder Executed by: Self, Date of Execution: 29/07/2019 , Admitted by: Self, Date of Admission: 29/07/2019 , Place

42 P C Mitra Road Badra, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEKPM9409F, Status :Individual, Executed by: Self, Date of Execution: 29/07/2019, Admitted by: Self, Date of Admission: 29/07/2019, Place: Office

29/07/2019

2	Name	Photo	Finger Print	Signature
	Mrs Sanchita Majumder Daugther of Late Manoranjan Mazumder Alias Sunil Majumder Executed by: Self, Date of Execution: 29/07/2019 , Admitted by: Self, Date of Admission: 29/07/2019 ,Place			Same hi da Hispandez
	: Office	29/07/2019	LTI 29/07/2019	29/07/2019

42 P C Mitra Road Badra, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIQPM3116P, Status: Individual, Executed by: Self, Date of Execution: 29/07/2019, Admitted by: Self, Date of Admission: 29/07/2019, Place: Office

Name Name	Photo	Finger Print	Signature.
Mrs Munmun Das Daugther of Late Manoranjan Mazumder Alias Sunil Majumder Executed by: Self, Date of Execution: 29/07/2019 , Admitted by: Self, Date of Admission: 29/07/2019 ,Place			Mum Mum Dava
; Office	29/07/2019	LTI 29/07/2019	23/07/2019

42 P C Mitra Road Badra, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ATOPD4221F, Status :Individual, Executed by: Self, Date of Execution: 29/07/2019

, Admitted by: Self, Date of Admission: 29/07/2019 ,Place : Office

loper Details :

Name, Address Photo Finger print and Signature

Rainbow Construction

2 Tarun Sen Pally Lane, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079, PAN No.:: AAMFR0335D, Status: Organization, Executed by: Representative

Representative Details:

Name:	Photo	Finger Print	Signature
Mr Shamvu Pal Son of Late Beni Madhab Pal Date of Execution - 29/07/2019, , Admitted by: Self, Date of Admission: 29/07/2019, Place of Admission of Execution: Office			Shamor Pal
Admission of Excession office	Jul 29 2019 1:40PM	LTI 29/07/2019	29/07/2019
- 700079, Sex: Male, By Cast ANJPP5643A Status: Repres	e: Hindu, Occupa sentative, Repres	ition: Business, C entative of : Rain	bow Construction (as partner)
- 700079. Sex: Male. By Cast	e: Hindu, Occupa	tion: Business, C	n 24-Parganas, West Bengal, India, litizen of: India, , PAN No.:: bow Construction (as partner) Signature
- 700079, Sex: Male, By Cast ANJPP5643A Status: Repres	e: Hindu, Occupa sentative, Repres	ition: Business, C entative of : Rain	bow Construction (as partner)

Name	Photo	Finger Print	Signature
Mrs Bulika Mazumder Wife of Mr Bidyut Mazumder 42 , Badra , P C Mitra Road, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079			Bulika Mazumder
	29/07/2019	29/07/2019	29/07/2019

30/07/2019 Query No:-15060001206058 / 2019 Deed No :I - 150606749 / 2019, Document is digitally signed.

.0	From	To. with area (Name-Area)
10	Mr Bidyut Mazumder	Rainbow Construction-1.57132 Dec
1	Mrs Sanchita Majumder	Rainbow Construction-1.57132 Dec
3	Mrs Munmun Das	Rainbow Construction-1,57132 Dec
Trans	fer of property for S1	
-	From	To. with area (Name-Area)
1	Mr Bidyut Mazumder	Rainbow Construction-66.66666700 Sq Ft
2	Mrs Sanchita Majumder	Rainbow Construction-66.66666700 Sq Ft
3	Mrs Munmun Das	Rainbow Construction-66.66666700 Sq Ft

Endorsement For Deed Number: 1 - 150606749 / 2019

On 29-07-2019

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

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

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

Presented for registration at 12:15 hrs on 29-07-2019, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr Sandip Halder ,.

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 32,02,641/-

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

Execution is admitted on 29/07/2019 by 1. Mr Bidyut Mazumder, Son of Late Manoranjan Mazumder Alias Sunil Majumder, 42 P C Mitra Road Badra, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Business, 2. Mrs Sanchita Majumder, Daughter of Late Manoranjan Mazumder Alias Sunil Majumder, 42 P C Mitra Road Badra, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Business, 3. Mrs Munmun Das, Daughter of Late Manoranjan Mazumder Alias Sunil Majumder, 42 P C Mitra Road Badra, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession House wife

Indetified by Mrs Bulika Mazumder, , , Wife of Mr Bidyut Mazumder, 42 , Badra , P C Mitra Road, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by profession House wife

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

Execution is admitted on 29-07-2019 by Mr Shamvu Pal, partner, Rainbow Construction, 2 Tarun Sen Pally Lane, P.O:- Italgacha, P.S:- Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700079

Indetified by Mrs Bulika Mazumder, , , Wife of Mr Bidyut Mazumder, 42 , Badra , P C Mitra Road, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by profession House wife

Execution is admitted on 29-07-2019 by Mr Sandip Halder, partner, Rainbow Construction, 2 Tarun Sen Pally Lane, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079

Indetified by Mrs Bulika Mazumder, . . Wife of Mr Bidyut Mazumder, 42 , Badra , P C Mitra Road, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by profession House wife

ent of Fees

dified that required Registration Fees payable for this document is Rs 1,021/- (B = Rs 1,000/-,E = Rs 21/-) and gistration Fees paid by Cash Rs 0/-, by online = Rs 1,021/-

/escription of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB /Online on 26/07/2019 8:24PM with Govt. Ref. No: 192019200049060011 on 26-07-2019, Amount Rs: 1,021/-, Bank: AXIS Bank (UTIB00000005), Ref. No. 305362620 on 26-07-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 2,021/-

Description of Stamp

 Stamp: Type: Impressed, Serial no 5499, Amount: Rs.5,000/-, Date of Purchase: 23/07/2019, Vendor name: Ranjita Paul

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2019 8:24PM with Govt. Ref. No: 192019200049060011 on 26-07-2019, Amount Rs: 2,021/-, Bank: AXIS Bank (UTIB00000005), Ref. No. 305362620 on 26-07-2019, Head of Account 0030-02-103-003-02

Your

Suman Basu

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. COSSIPORE

DUMDUM

North 24-Parganas, West Bengal

stered in Book - I tume number 1506-2019, Page from 322363 to 322397 eing No 150606749 for the year 2019.



Digitally signed by SUMAN BASU Date: 2019.07.30 13:50:23 +05:30 Reason: Digital Signing of Deed.

Your

(Suman Basu) 30/07/2019 13:49:01
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.



इय कार्ड के को / मिल जाने पर कृष्या जारी करने याने प्राणिकार्थी को गृथित / यापण कर दें संगुक्त अध्यक्त आयुक्ति(क्द्रोंने युद्धे सक्तिकी). यो-7.

चीशी स्वयंतर, क् करकता - 700 069.

In case this card is Jack found kindly inherovectura to
the insuling authority:

Joint Commissioner of Income cast Systems & Yecinical),
p-2,
Chowringhee Square,
Calcutta- 700 069.



In case this eard is lost / found, kindly inform / return to 2
Income Tax PAN Services Unit, UTHSL
Plot No. 3, Sector 11, CSD Belapur,
Navi Mumbai - 400 614.
यह कार्ट को जाने पर कृपणा मृचित करें /लोटाए :
आपका पेन संका मृजेट, UTHSL->
स्वार रहे : 3, सेक्टर 35 र सेक्टर 35

Sanchita Majumder

आयकर विमाग INCOMETAX DEPARTMENT

MUNMUN DAS

MONORANJAN MAZUMDER

04/07/1966

Parmament Account Number

Mun Mun Doo

-gnation)

भारत सरकार GOVI OF INDIA





Mun Mun Das.

इराकार्यके कोने / पाने भरकृषका सुनिक करें / सीटाएं : जानकर पेन केवा इवरहीं, एन एस की एस वीतारी मंत्रील, सक्तवर पेनवें, बानेर टेलिफोन एकरोज केनजटीक, बानेर, पुना—411045

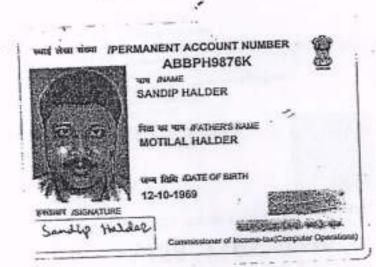
If this card is him / someone's him card is found, please inform / return to: Income Tax PAN Services Upit, NSDL 3rd Floor, Supphire Chardees, Near Baser Telephone Exchange, Baner, Pane - 411 D45

Tel: 91-20-2721 8080, Fex. 91-20-2721 8081 o-mail: trainfoiftead, on in

Mun Mun Dan.











भारत सरकार Unique Identification Authority of India

Enrollment No.: 1528/20206/00213

Bulka Mazumder

W/O Bidyut Muzumder

42 BADRA P.C. MITRA ROAD

Dumdum (m)

North 24 Paraganas North 24 Parganas

North 24 Paragenas N West Bengal 700079 9432428788 EN FERENCAL LINEAR LANGE FOR THE PARTY OF TH MD813368731FH



आपका आधार क्रमांक / Your Aadhaar No. :

7128 7762 5540

मेरा आधार, मेरी पहचान



आरत सरकार

Government of Indus-Bulika Mazumder

Husband : Bidyut Mazumder

DOB: 22/02/1972





PAGE NO .-

SPECIMEN FORM FOR TEN FINGERPRINTS

Signal o Execu	ture of the stants / Presentants		Ring	Mid	ile	Fore	Thumb
0		Little	(Lef	t Hand)		10.00	
	10 m	440	Fore	Mi	ddle	Ring	Little
	- CON	Thumb	(Ri	ght Hand)	-		
Sul	de Haller			46			in the second
		-	Ring	The second second	tiddle	Fore	Thumb
1		Little		(Left Hand)		Version (V	p/(19)
	- A		For		Middle	Ring	Little
		Thumb		(Right Han	d)	Alb.	alle
S	Shukivu Pa	2					
		1980	(Ri	ng	Middle	Fore	Thumb
		Little	100	(Left Hand)			
					0		14.
				ore	Middle	Ring	Little
		Thum	umb (Right Hand)		tand)		400
	Sanchika Main	mder					

PAGE NO .-

SPECIMEN FORM FOR TEN FINGERPRINTS

Executants / Presentants		Ring	Middle	100	
	Little	(Left I		Fore	Thumb
(GG)			01		
(=)	Thumb	Fore Middle (Right Hand)		Ring	Little
Bidyet Marzumder					
Nun Dor	Little	Ring (Left	Middle Hand)	Fore	Thumb
	0	0	0	0	0
	Thumb	Fore (Righ	Middle t Hand)	Ring	Little
	0	0	0	0	0
 	Little	Ring (Left	Middle Hand)	Fore	Thumb
		, quen			
	Thumb	Fore (Righ	Middle	Ring	Little