

7181/19

I-6748/2019



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 324813

Certified that the document is conformable to registration. The Signature Sheet and endorsement Sheet Attached to the document are the part of the document.

Additional District Sub-Registrar
Coochbehar, Dooar Dooar, 24-Pgs. (North)

29 JUL 2019

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+ 200000
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DEVELOPMENT AGREEMENT

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

BETWEEN

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ক্রমিক নং: ১৭৭০ তারিখ: 11
 মূল্য: 5000
 ক্রেতা: Rainbow Construction
 ঠিকানা: 2 no Tarun Sen Pally Lane
 ভেতর: Ranjita Paul KOL-79
 লাইসেন্স প্রাপ্ত স্ট্রাকচারাল ইঞ্জিনিয়ার
 কাশিপুর দয়দয় এ.ডি.এ. এর অফিস



ভেতরের নাম: শ্রীমতী পাল
 ট্রেডারের নাম: বারাকপুর
 টি ডি নং: _____
 স্ট্যাম্প বহিস্কার তারিখ: _____ 22 JUL 2019
 এ.টি.সি. নং: _____ 310000
 স্ট্যাম্প বহিস্কার তারিখ: _____



Shyamali Mazumder
 Nityananda Mazumder
 43. P. e. Mitro Road
 P.O = ITalgacha
 KOL = 79
 House wife

Additional District Sub Registrar
 Durgamoochra North 24 Parganas
 29 JUL 2019

SRI NITYANANDA MAZUMDER, (PAN – AEZPM5824P), son of Late Rajendra Nath Mazumder, by occupation Service, by faith Hindu, by Nationality Indian, residing at 43, P.C. Mitra Road, P.O. Italgacha, P.S. Dum Dum, Kolkata – 700079, hereinafter called the **“OWNER”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

“RAINBOW CONSTRUCTION” (PAN – AAMFR0335D), 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, residing at Badra Tin Pukur Par, 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 Jharna Dey by a registered Deed of conveyance registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 119, Pages 173 to 175, Being No. 6340 for the year 1973 purchased 2 Cottahs 8 Chittacks of land from one Bilop Kumar Chakraborty at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91.

AND WHEREAS said Jharna Dey constructed a building on a portion of said property.

AND WHEREAS said Jharna Dey executed a registered Deed of Settlement registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Being No. 3172 for the year 1986 wherein she bequeathed the said property in favour of Nityananda Majumder and Ananda Mohan Majumder.

AND WHEREAS said Jharna Dey by a registered revocation of Settlement registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Being No. 5864 for the year 1989 revoked the said deed of Settlement.

AND WHEREAS said Jharna Dey again executed a registered Deed of Settlement registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 125, Pages 219 to 224, Being No. 5865 for the year 1989 bequeathed 1 Cottah 36' Sq.ft. of land at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91 in favour of Nityananda Mazumder.

AND WHEREAS said Jharna Dey died in the mean time and in terms of said deed of settlement Nityananda Mazumder became the owner of 1 Cottah 36' Sq.ft. of land at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91.

AND WHEREAS said Jharna Dey by a registered Deed of conveyance registered at the office of Sub-Registrar Cossipore Dum Dum recorded in Book No. I, Volume No. 125, Pages 349 to 356, Being No. 5880 for the year 1989 sold and transferred 1 Cottah 7 Chittack 9' Sq.ft. of land at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91 to Nityananda Majumder.

AND WHEREAS said Nityananda Mazumder the owner herein became the owner of 2 Cottahs 8 Chittacks of land at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91, at Holding No. 43, P.C. Mitra Road, more fully and particularly described in the schedule hereunder written.

AND WHEREAS the owner is 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 owner and approached the owner to authorized them to develop the said property and to construct a Multi - Storied building on the said property to which the owner agree.

AND WHEREAS as a consideration of the said property the owner will get 1800' Sq.ft. Covered area (including stair & lift); if G+3 storied building is constructed. If additional floor is constructed, then for every additional floor, the owner will get 350' Sq.ft. Covered area, (including stair & lift), more or less hereinafter called the owner's allocation.

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 **OWNER** shall mean the above Owner / 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 8 Chittacks** of land at Mouza Badra, P.S. Dum Dum, at Dag No. 469, Khatian No. 91, at Holding No. 43, P.C. Mitra Road, Kolkata - 700079, Ward No. 1, under Dum Dum Municipality, more fully and particularly described in the schedule hereunder written.
- 1.4 **THE BUILDING** shall mean the multi storied building to be constructed on the said property and/or amalgamated property in accordance with the building plan to be sanctioned by the authority of Dum Dum Municipality at the cost of the Developer.
- 1.5 **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 property and structure whatsoever as the case may be.
- 1.6 **PROPORTIONATE OR PROPORTIONATE PORTION** or proportionately shall mean the area between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owner/ landlords .
- 1.7 **THE COMMON PORTION** shall mean and include the common portions to be mean and erected for convenience of the intending purchaser and/or lawful occupiers.
- 1.8 **THE ARCHITECT** shall mean such Architect or Architectures appointed by the Developer, Architect for the building or such other architect or Architects of the building as may be appointed by the Developer cost of which will be borne by the Developers.
- 1.9 **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas and facilities and spaces required thereof, after deducting the landlords portions .

OWNER'S ALLOCATION as a consideration of the said property the owner will get 1800' Sq.ft. Covered area, (including stair & lift), if G+3 storied building is constructed. If additional floor is constructed, then for every additional floor, the owner will get 350' Sq.ft. Covered area, (including stair & lift), more of less 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 .

1.10 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 Owner in favour of the purchaser on receipt of consideration .

1.11 TRANSFEREE shall mean the person or persons firm, limited company or association to whom any space in the building has been transferred.

1.12 The word importing singular shall include plural and vice versa.

1.13 Sanctioned plan shall mean and include the new building plan to be sanctioned by the competent authority.

ARTICLE - II COMMENCEMENT

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

ARTICLE - III OWNERS'S RIGHT AND REPRESENTATIONS

3.1 That excepting the Owner nobody else have any right, title and interest claim or demand whatsoever or howsoever into or upon the said property.

3.2 The Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said property or any part of it.

3.3 The landed property is free from all encumbrances, charges lines, lispences, attachments, trusts whatsoever or howsoever.

3.4 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 with the marketable title of the Owner.

3.5 That the total area of the land comprise in the said property is 2 Cottahs 8 Chittacks be the same a little more or less.

3.6 That the Owner 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 second party / Developer within.

3.7 That the Owner further undertake to execute the registered General power of Attorney in favour of the Second party Developer and the land Owner will 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

4.1 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 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.

4.2 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 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 modification and alteration and owner have no liability for the same.

4.3 The Developer / Second party shall be entitled to appoint its own labor masons contractor building Engineer Architect as necessary arising out of the new 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 .

4.4 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 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 Owner 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 non-charged 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

- 5.1 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 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 owner.

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

- 6.1 The Developer hereby undertake the responsibility to get the plan sanctioned form the Dum Dum Municipality and start construction of the building and to 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 control of the Developer.
- 6.2 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/ authorities concerned .
- 6.3 To bear all costs charges and expenses for construction of the building at the said premises.

ARTICLE VI : OWNERS' ALLOCATION

As a consideration of the said property the owner will get 1800' Sq.ft. Covered area, (including stair & lift), if G+3 storied building is constructed. If additional floor is constructed, then for

every additional floor, the owner will get 350' Sq.ft., (including stair & lift), more or less hereinafter called the owner's allocation.

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 Owner and this agreement itself shall be treated as consent of the Owner.

ARTICLE IX : PROCURE

9.1 The Owner 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 Owner 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 Owner .

ARTICLE X : CONSTRUCTION :

10.1 The developer shall be solely and exclusively responsible for construction of the said building and the owner is 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 Owner 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 Owner.
- 12.2 After the completion of the total construction the Developer and the Owner 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

- 14.1 The Developer hereby undertake to keep the Owner indemnified against all third party claim and action arising out of any parts of act or commission of the Developer or relating to the construction of the building .
- 14.2 The Developer hereby undertake to keep the Owner 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 Owner 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 Owner 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 Owner further gives undertaking for and on behalf of his agents, servants, representatives for similar act at his own liability and responsibility.

The Owner 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 Owner 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 Owner 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 Owner 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 Owner and/or her 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 Owner. The developer shall take the refund of the same after the building is completed and the Owner shall be liable to sign all documents, papers forms etc. for getting the security deposit refunded.

ARTICLE XVI : MISCELLANEOUS

- 15.1 The Owner 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 Owner 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 Owner hereby undertake to do all such act, deeds , matters and things which may be reasonably required to be done in the matter and the Owner shall execute any additional power of Attorney and/or authorization in favour of the Developer for the purpose and the Owner 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 Owner and/or against the spirit of this Agreement.
- 15.3 The Developer and Owner shall frame a scheme for the management and administration of the said building and/or common parts thereof. The Owner 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 Owner 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 Owner and if anything is paid by the Developer that will recovered from the Owner 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 owner 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 owner 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 owner 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 owner 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 owner 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 owner 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 owner 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 owner.
- 15.18 The Developer will pay Rs. 8,000/- (Rupees Eight Thousand) only per month to the owner 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 Cottahs 8 Chittacks of land together with R.T. Shed measuring 200' Sq.ft. more or less at Mouza Badra, P.S. Dum Dum, J.L. No. 9, R.S. No. 74, Touzi No. 1163, at Dag No. 469, Khatian No. 91, at Holding No. 43, P.C. Mitra Road, Kolkata - 700079, 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** : Other property.
- ON THE SOUTH** : House of Bidyut Majumder & others.
- ON THE EAST** : Other property.
- ON THE WEST** : Muncipal Road.

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

- 1.. 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 common utility and other common parts.
- 2.. Maintenance, gate, boundary walls, stair case, Lift, roof, landings, lobbies, passages, stair case room, underground, overhead water tank, pipe lines, drainage, 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.
3. The right of passage in common as aforesaid gas, telephone, if there be any electricity, water from and to the said flat through pipes, drains, wires and conduits.
4. 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 owner of the flats of the said building :-

1. 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.
2. 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 of Managers, Clerks, Bill Collectors, Chowkidars, Plumbers, electricians, sweepers etc. as decided by the Association.
3. The cost of working, repairing, replacement and maintenance of lights, pumps, and other plumbing work including all other service charges for services rendered in common to all other occupiers.
4. Municipal and other taxes (both owner and occupiers) and other outgoing etc.

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

SPECIFICATION

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

PART - IV

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. Shyamali Mazumder
w/o - Nityananda Mazumder
43 - P.C. Mitra Road,
P.O. - Italgacha, Kol-79 -

Nityananda Mazumder

SIGNATURE OF THE OWNER

2. Kartick Chakraborty
J. D. Nagar,
101-56

For RAINBOW CONSTRUCTION
Sandip Mukherjee
Partner

For RAINBOW CONSTRUCTION

Shumun Paul
Partner

SIGNATURE OF THE DEVELOPER

Prepared by:-

Amarendra Koley
Asst. B. Com. Cl.
WB/480/79

Major Information of the Deed

No :	I-1506-06748/2019	Date of Registration	29/07/2019
Year / No / Year	1506-0001206125/2019	Office where deed is registered	
Entry Date	25/07/2019 7:16:27 AM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Kartick Chakraborty Jatin Das Nagar, Thana : Belghoria, District : North 24-Parganas, WEST BENGAL, PIN - 700056, Mobile No. : 9830514364, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 28,10,001/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: P.C. Mitra Road, Mouza: Badra, , Ward No: 1, Holding No:43 JI No: 9, Pin Code : 700079



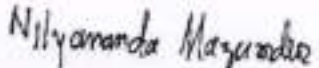
Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-469	RS-91	Bastu	Bastu	2 Katha 8 Chatak	1/-	27,50,001/-	Property is on Road
Grand Total :					4.125Dec	1 /-	27,50,001 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	60,000 /-	

Word Details :



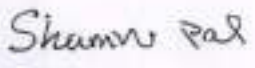
Name,Address,Photo,Finger print and Signature



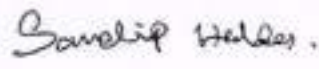
Name	Photo	Finger Print	Signature
Mr Nityananda Mazumder Son of Late Rajendra Nath Mazumder Executed by: Self, Date of Execution: 29/07/2019 , Admitted by: Self, Date of Admission: 29/07/2019 ,Place : Office	 29/07/2019	 LTI 29/07/2019	 29/07/2019
43 P C Mitra Road, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AEZPM5824P, Status :Individual, Executed by: Self, Date of Execution: 29/07/2019 , Admitted by: Self, Date of Admission: 29/07/2019 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Rainbow Construction 2 No 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 :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Shamvu Pal Son of Late Bani Madhab Pal Date of Execution - 29/07/2019, , Admitted by: Self, Date of Admission: 29/07/2019, Place of Admission of Execution: Office	 Jul 29 2019 1:34PM	 LTI 29/07/2019	 29/07/2019
Badra Tin Pukur, 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.:: ANJPP5643A Status : Representative, Representative of : Rainbow Construction (as partner)				

Name	Photo	Finger Print	Signature
Sandip Halder (Representant) Son of Late Motilal Halder Date of Execution - 29/07/2019, Admitted by: Self, Date of Admission: 29/07/2019, Place of Admission of Execution: Office	 <small>Jul 29 2019 1:33PM</small>	 <small>LTI 29/07/2019</small>	 <small>29/07/2019</small>
Badra Ghosh Bagan, 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.:: ABBPH9876K Status : Representative, Representative of : Rainbow Construction (as partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs Shyamali Mazumder Wife of Mr Nityananda Mazumder 43 P C Mitra Road, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079	 <small>29/07/2019</small>	 <small>29/07/2019</small>	 <small>29/07/2019</small>
Identifier Of Mr Nityananda Mazumder, Mr Shamvu Pal, Mr Sandip Halder			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Nityananda Mazumder	Rainbow Construction-4.125 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Nityananda Mazumder	Rainbow Construction-200.00000000 Sq Ft

Endorsement For Deed Number : 1 - 150606748 / 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 12:20 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 28,10,001/-

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

Execution is admitted on 29/07/2019 by Mr Nityananda Mazumder, Son of Late Rajendra Nath Mazumder, 43 P C Mitra Road, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by Profession Service

Identified by Mrs Shyamali Mazumder, , Wife of Mr Nityananda Mazumder, 43 P C Mitra Road, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by profession Others

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 No Tarun Sen Pally Lane, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079

Identified by Mrs Shyamali Mazumder, , Wife of Mr Nityananda Mazumder, 43 P C Mitra Road, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by profession Others

Execution is admitted on 29-07-2019 by Mr Sandip Halder, partner, Rainbow Construction, 2 No Tarun Sen Pally Lane, P.O:- Italgacha, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700079

Identified by Mrs Shyamali Mazumder, , Wife of Mr Nityananda Mazumder, 43 P C Mitra Road, P.O: Italgacha, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700079, by caste Hindu, by profession Others

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/07/2019 8:30PM with Govt. Ref. No: 192019200049061481 on 26-07-2019, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKK1230288 on 26-07-2019, Head of Account 0030-03-104-001-16

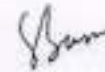
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 20/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5498, 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 8:30PM with Govt. Ref. No: 192019200049061481 on 26-07-2019, Amount Rs: 20/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKK1230288 on 26-07-2019, Head of Account 0030-02-103-003-02



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

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

BRN: 19-201920-004906148-1

Payment Mode Online Payment

GRN Date: 26/07/2019 20:29:38

Bank : State Bank of India

BRN : CKK1230288

BRN Date: 26/07/2019 20:30:25

DEPOSITOR'S DETAILS

Id No. : 15060001206125/3/2019

(Query No./Query Year)

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 : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15060001206125/3/2019	Property Registration- Stamp duty	0030-02-103-003-02	20
2	15060001206125/3/2019	Property Registration- Registration Fees	0030-03-104-001-16	21

Total

41

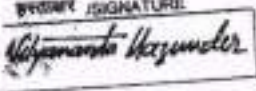
In Words : Rupees Forty One only

PERMANENT ACCOUNT NUMBER
AEZPM5824P

नाम / NAME
NITYANANDA MAZUMDER

पिता का नाम / FATHER'S NAME
RAJENDRA NATH MAZUMDER

जन्म तिथि / DATE OF BIRTH
15-04-1962

हस्ताक्षर / SIGNATURE


आयकर अधीक्षक, प.सं. XI
 COMMISSIONER OF INCOME-TAX, W.B.

Self attested
N.M.
 (N. Mazumder)

इस कार्ड के जो / मिल जाने पर कृपया जारी करने
 वाले अधिकारी को सूचित / वापस कर दें
 संयुक्त आयकर आयुक्त (पदाति एवं तकनीकी),
 पी-7,
 चौरंगी स्क्वायर,
 कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to
 the issuing authority :
 Joint Commissioner of Income-tax (Systems & Technical),
 P-7,
 Chowringhee Square,
 Calcutta-700 069.

15/04/2011
 11:30 AM
 15/04/2011
 11:30 AM
 15/04/2011
 11:30 AM

जायकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

RAINBOW CONSTRUCTION



01/04/2010
Payee's Account Number

AAMER0335D

Signature

जायकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

RAINBOW CONSTRUCTION



01/04/2010
Payee's Account Number

AAMER0335D

Signature


 [Redacted]
 [Redacted]

শ্রীমতী শ্যামলী
 Shyamali Mazumdar
 পত্নী : নিয়ত্রীন্দা মজুমদার
 Husband: Nityatrinanda Mazumdar

স্বাক্ষরিত: 01/08/2019
 বসতি : ৯৯৯



4672 5021 6608

আধার - সাধারণ মানুষের অধিকার

Shyamali Mazumdar


 [Redacted]

ঠিকানা: পূর্ণ চন্দ্র মিত্র রোড
 বাদরা, কলকাতা, পশ্চিম বঙ্গ
 ই-মেইল: [Redacted]
 বসতি: ৭৯

Address: 43 PURNA
 CHANDRA MITRA ROAD,
 BADRA, KOLKATA 79,
 Dum Dum (m), Italgacha,
 North 24 Parganas, North 24
 Parganas, West Bengal,
 700079

4672 5021 6608

 1800 200 1941

 help@uidai.gov.in

 www.uidai.gov.in

FINGER PRINT'S FORM

PRESENTANT



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

NAME NITYANANDA MAZUMDER

SIGNATURE Nityananda Mazumder

PRESENTANT



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

NAME SANDIP HALDER

SIGNATURE Sandip Halder

PRESENTANT



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

NAME SHAMU PAL

SIGNATURE Shamu Pal