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I-6971/2019



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 304698

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

Additional District Sub-Registrar
 Coochbehar, Coochbehar, 24-Pgs. (10/10/19)

02 AUG 2019

218
 12-35p
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 Attached

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT is made on this 24th Day of August in the year TWO THOUSAND NINETEEN [2019].

AMONGST

Continued to page no.....2

ক্রমিক নং: 1591 তারিখ: 08-07-19
 ব্লা: 150/1
 ক্রোডা: M/S METRO DEVELOPERS
 ঠিকানা: 8/2/32 Arachinda Green
 ভোগার: Ranjita Pal Kal- 700028
 জাতীয়তাসহ গোষ্ঠী: ...
 কাশিপুর স্বাক্ষর: ...

ভোগারের: ...
 প্রেরিত নাম: ...
 টি. ডি. নং: 05 JUL 2019
 স্থানীয় পরিদেও তারিখ: ...
 টি. ডি. নং খেটি লও ...
 নং: 180000



Bablu Kar
 S/o Late - G. C. Kar
 19/4 K. B. Sarani
 PO:- Mall Road
 PS:- Dum, Dum
 Kal- 80
 Retired

ADDL District Sub- Registrar
 Coochbehar Dum-Dum 24 July 2019
 02 AUG 2019

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

Challan No.: 19-201920-005266275-1

Payment Mode Online Payment

BRN Date: 01/08/2019 12:52:29

Bank : State Bank of India

BRN : IK0ADXIZB1

BRN Date: 01/08/2019 12:53:26

DEPOSITOR'S DETAILS

Id No. : 15060001089839/2/2019

[Query No./Query Year]

Name : CHIRADIP KUNDU

Contact No. : 9051029462

Mobile No. : +91 8240054990

E-mail : sangramrouth@yahoo.com

Address : 12 DRJRDHAR ROAD KOLKATA700028

Applicant Name : Mr Chiradip KUNDU

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

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	15060001089839/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	15060001089839/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	121

Total

10042

In Words : Rupees Ten Thousand Forty Two only

MR. SWAPAN KUMAR DAS, (PAN-AKEPD7717M) son of Late Ramani Kanta Das, residing at 1, No. Matilal Colony, 24/12/1 Jessore Road, P.O. & P.S.- Dum Dum, Kolkata- 700 028, District-North 24 Pgs., W.B. herein after called the **OWNERS** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

"M/s. METRO DEVELOPERS"(PAN-AARFM3683J) having its office at 32, East Kamalapur (Holding no. - 8/2/32, Arabinda Sarani), P.O. & P.S. - Dum Dum, Kolkata - 700 028, District - North 24 parganas, West Bengal represented by its partners -

1. Sri Sanjib Kumar Gope (PAN-AGFPG3864R) S/o Sri Dulal Chandra Gope, by faith- Hindu, by occupation - Business, residing at 32, East Kamalapur, (Holding no. - 8/2/32, Arabinda Sarani), P.O. & P.S. - Dum Dum, Kolkata - 700 028, W.B.

2. Sri Chiradip Kundu (PAN-AHSPK8843N)S/o Sri Barun Kumar Kundu, by faith - Hindu, by occupation - Business, residing at 12, Dr. Jiban Ratan Dhar Road, (Holding no.-16), P.O. & P.S. - Dum Dum, Kolkata - 700 028, W.B.

3. Sri Pranab Dey (PAN-AIIPD5321M) S/o Late Prosad Lal Dey, by faith - Hindu, by occupation - Business, residing at 42, Dr. Jiban Ratan Dhar Road, (Holding no.-55), P.O. & P.S. - Dum Dum, Kolkata - 700 028, W.B.

ALL are herein after called the **"DEVELOPERS"** (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean an included their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS by way of registered Deed of gift dated **26th Day of April, 1991**, which was duly registered in the office of Addl. District Registrar, North 24 Parganas at Barasat and recorded therein Book No. 1, Volume No. 4, Pages from 245 to 248 being Deed No. 287 for the year 1991 the **Governor of the State of West Bengal** granted, transferred and assigned to **Sri Ramani Kanta Das**, son of Late Annada Charan Das is the absolute owner of land measuring about **3 (Three) Cottahs 4 (Four) Chittacks** more or less of homestead land patterning to C.S./R.S. Dag No. 2001(P), E/P No. - 12, S.P. No. - 120, in Mouza - Dum Dum Cantonment, J. L. No. 13, R.S. Khatian No. 11, P.O. & P.S. - Dum Dum, District North 24 Parganas, West Bengal and under the local limit of Dum Dum Municipality, Ward No. 11, **Municipal Holding No. 24/12, Jessore Road**, Kolkata - 700 028, under sub registration office - Cossipore, Dum Dum and mutated his name in the record of Dum Dum Municipality and enjoyed by paying taxes regularly.

AND WHEREAS Ramani Kanta Das died intestate on 03.01.1994 leaving behind him the following only legal heirs and successors:-

Smt. Lakshmi Rani Das	wife
Sri Swapan Kumar Das	Son
Sri Shambhu Nath Das	Son
Smt. Lila Dutta	Daughter
Smt. Bela Dutta	Daughter
Smt. Shila Das	Daughter

AND WHEREAS upon the death of said Ramani Kanta Das said Smt. Lakshmi Rani Das, Sri Swapan Kumar Das, Sri Shambhu Nath Das Smt. Lila Dutta, Smt. Bela Dutta & Smt. Shila Das become the absolute owners of entitled to the right, title and interest of the undivided share of aforesaid property lying and situate at Municipal Holding No. 24/12, Jessore Road, Kolkata - 700 028 under the local limit of Dum Dum Municipality, Ward No. 11 by Hindu Law of Succession to which the said Ramani Kanta Das was governed at the time of his death.

AND WHEREAS out of the said property by way of registered Deed of gift dated 12th Day of November, 2009, which was duly registered in the office of Addl. District Sub Registrar, Cossipore Dum Dum North 24 Parganas and recorded therein Book No. 1, Volume No. 254, Pages from 143 to 148 being Deed No. 10225 for the year 2009 the Smt. Lakshmi Rani Das, Sri Shambhu Nath Das, Smt. Lila Dutta, Smt. Bela Dutta & Smt. Shila Das granted, transferred and assigned their entire share to Sri Swapan Kumar Das and thus Sri Swapan Kumar Das is the owner of land measuring about 1 (One) Cottah 8 (Eight) Chittacks 28 (Twenty Eight) sq.ft (1066 Sq.ft + 42 sq.ft i.e 50% of common passage) more or less of homestead land patterning to C.S./R.S. Dag No. 2001(P), E/P No. - 12, S.P. No. - 120, in Mouza - Dum Dum Cantonment, J. L. No. 13, R.S. Khatian No. 11, P.O. & P.S. - Dum Dum, District North 24 Parganas, West Bengal and under the local limit of Dum Dum Municipality, Ward No. 11, Municipal Holding No. 24/12/1, Jessore Road, Kolkata - 700 028, under sub registration office - Cossipore, Dum Dum and mutated his name in the record of Dum Dum Municipality and enjoyed by paying taxes regularly and morefully and specifically described in the Schedule - "A" herein under written.

WHEREAS the FIRST PART herein desirous to develop the said property but he could not do it himself. Thereafter the FIRST PART approached the SECOND PART to develop and to construct multi-storied building on the said property after amalgamation of the adjacent plot of land. The SECOND PART herein called as 'DEVELOPER' has agreed to the said proposal of the FIRST PART herein called as 'OWNER'. Thereafter the FIRST PART the OWNER herein has authorised the SECOND PART to develop and to construct building therein. The FIRST PART and the

SECOND PART has now entered into this written agreement on certain terms and conditions stipulated hereinafter on the day month and year first above written.

NOW THIS AGREEMENT AND IT IS HEREBY AGREED "BETWEEN" THE PARTIES AS FOLLOWS:

Article - I :

Unless as in these presents it is repugnant to the consistent the following works and / or expression shall mean as hereinafter mentioned.

1.1 OWNER - shall mean the above named owner / landlord specially mentioned in the **FIRST PART** including and his / her heirs, executors, administrators, legal representatives and assigns.

1.2 DEVELOPERS - shall mean the above named Developers specially mentioned in **SECOND PART** or any Company / Firm formed by the above named developers with having respective office and licence as would be required for such Company / Firm and its successors in office.

1.3 THE PROPERTY - shall mean all that piece and parcel of land measuring about **1 (One) Cottah 8 (Eight) Chittacks 28 (Twenty Eight) sq.ft (1066 Sq.ft + 42 sq.ft i.e 50% of common passage)** more or less of homestead land patterning to C.S./R.S. Dag No. 2001(P), E/P No. - 12, S.P. No. - 120, in Mouza - Dum Dum Cantonment, J. L. No. 13, R.S. Khatian No. 11, P.O. & P.S. - Dum Dum, District North 24 Parganas, West Bengal and under the local limit of Dum Dum Municipality, Ward No. 11, **Municipal Holding No. 24/12/1, Jessore Road, Kolkata - 700 028**, under sub registration office - Cossipore, Dum Dum particularly described in **Schedule "A"** here under.

1.4 THE BUILDING - shall mean the building consists of several flats to be constructed on the said property in accordance with the building plan to be sanctioned by the Authority of Dum Dum Municipality.

1.5 THE UNIT - shall mean the partly or wholly constructed in apartment in the building, which is agreed to be proportionate share in common portions including the septic tank except the open to sky back space of the said property and structure whatsoever as the case may be.

1.6 PROPORTIONATE OR PORTION - shall mean the area between the built up area of the unit and the total constructed portion within the said property with the undivided share in the land comprised in the built up area held by the owner / landlord.

1.7 THE COMMON PORTION - shall mean and include the common portion to be made and erected for convenience of the owner, intending purchaser and / or lawful occupiers for ingress and egress to the said property and building.

1.8 THE ARCHITECT - shall mean such architect or architects appointed by the Developers as architect for the building.

1.9 SALEABLE SPACE - shall mean the space in the building available for independent exclusive use and occupation after making due provisions for common areas and facilities amenities and spaces required therefore.

1.10 DEVELOPERS SHARE - shall mean all the constructed area except owner's allocation with refer to the consideration clause of this agreement and the Developers and / or entitled to appropriate the sale processes in respect of Developers' allocation.

1.11 TRANSFER - shall mean with it grammatical variation for effecting that is understood as a transfer of the share of land including the Multi-storied building to be sold by Developers executing and registering Deed or Deed of conveyance in accordance with the provisions of law on behalf of the Owners or any owner in favour of the purchaser on receipt of consideration by dint of Registered Development Power of Attorney executed by the owner in favour of the Developers. It is also agreed that this Registered Development Power of Attorney and Power of Attorney executed before notary will be treated as a part of this development agreement. But the transferee shall have no right to the open to air back side of the proposed building except the septic tank.

1.12 TRANSFEREE - shall mean the person or persons / firms limited company or association or on persons to whom space in the building shall be transferred.

1.13 The word importing singular shall include plural and versa.

1.14 Word importing masculine genders shall include feminine, neutral genders likewise words importing feminine genders shall mean and include masculine and neutral genders and word importing neutral genders shall include masculine and feminine genders.

1.15 SANCTIONED PLAN - shall mean and include the new building plan to be sanctioned by the competent Authority.

1.16 AND WHEREAS it is agreed that as a consideration of the said property owners shall get the Flats more fully and particularly mentioned before as owner's Allocation.

Article - II : COMMENCEMENT -

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

Article - III : OWNERS RIGHT AND REPRESENTATIONS

3.1 That the owner undertake to handover the peaceful and vacant possession of the property with building for the purpose of raising the new construction at the property by the Developers **within 30 days** from the date of execution of this Agreement. It is pertinent to note that the Developers herein with demolish the existing building after getting vacant possession of the property with building.

3.2 That the owner further under take to execute the Registered Development Power of Attorney in favour of the Developers' for development and construction of FLATS on the land and the land owners will delegate power to Developers by which the Developers will negotiate for sale of Developers' portion and make deed / deeds and documents for registration what so ever required for this portion i.e. Developers' allocations. This power of Attorneys will be treated as a part of this Agreement.

3.3 That this Agreement cannot be terminated by the owners in any situation unless and until all the flats, shops, parking spaces under the Developer's allocation are sold out and the deed of conveyance in favor of the intending purchaser or purchasers of the Developer's Allocation are executed and registered, if the Developer shall follow the stipulated terms and condition of this Agreement.

3.4 That the total area of land comprised in the said property is **1 (One) Cottah 8 (Eight) Chittacks 28 (Twenty Eight) sq.ft** and that property is free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.

3.5 The Owner is absolutely seized and possessed of and / or other wise well and sufficiently entitled to enjoy the said property or any part of it.

Article - IV: DEVELOPERS' RIGHTS AND REPRESENTATIONS

4.1 That on the power and by virtue of this Agreement the Developers is hereby empowered to raise the construction the above property investing its own finance and resource and undertake to erect the said building in the said premises what so ever necessary for sanction the building plan shall be done at the costs of Developers.

4.2 That the Developers herein shall have its right to exploit its own allocation up to the limit of constructed area as per sanction plan as mentioned above and sale the same with due possession to the intending purchaser.

4.3 The Developers shall be entitled to appoint its own labour, masons, contractor, building engineer, architect necessary for raising the new construction but in doing so, all expenses with regard to such appointed persons shall be borne by the

Developers and shall all the risks and liabilities together with all responsibility shall remain with the Developers and shall be liable and responsible for any debts, payment, misappropriation of any money or anything whatsoever eventually taxes, at the time or after construction completed and handed over to the prospective purchaser.

4.4 The developers for the purpose of raising the said construction shall have their absolute right to enter into any agreement for sale of flats and apartments in respect of its own allocated portion as mentioned above and shall be entitled to receive the earnest money from the intending purchaser together with all advances thereof and the owner shall not be liable for such advances or earnest money. That the said earnest money accepted by the Developers shall remain charges only with the Developers' allocated portion but in events the owner's allocation to the true and as mentioned above will remain unaffected and non-charged and purchaser shall have no right to construct or interfere with the portion of the owners allocation for any deal or they shall have any right to seek any order of injunction from court in respect of the Owners Allocations.

4.5 The Owner and his absence (death) his/her legal heirs/successors/representative/assignee shall execute and sign the deed of conveyance, in respect of the Developers' allotted flats in favour of the intending / proposed purchaser at the instruction of the Developers

4.6 The Owner in this regard undertake and convey registered Development Power of Attorney in favour of the Developers. No action of the Developers 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.

4.7 It is agreed by the parties that the cost of obtaining of building sanction plan, the revised sanction plan, its amendments and modifications of the entire building including Architect's fees are to be borne by the said Developer.

4.8 It is agreed by both the parties herein that the Developer will have right to amalgamate the adjacent plot / plots for construction of multi-storied building in a complex for better rehabilitation.

ARTICLE -V : TIME

The Developers shall complete the said building within 36 months from the date of obtaining the building plan duly sanctioned by Dum Dum Municipality, time may be extended to 6 months under unavoidable circumstances according to be agreed by both the parties. If the developer will not handover the owner's allocation with the stipulated time in that case Rs. 25,000/- (Rupees Twenty Five Thousand) only per month as rent will be paid by Developer to the owners herein.

ARTICLE VI : OWNERS ALLOCATIONS

The owners will get of Rs.10,000/- (Rupees Ten Thousand) only at the time of signing this agreement which will be adjusted monthly accommodation charges and 50% of the sanctioned area as per his land ratio with additional 200 sq. ft covered area of the proposed Multi-storied building in the following manner:-

6.1 The Owner will get one 1 BHK or 2BHK flat in the Ground floor as a covered area including proportionate share of staircase, duct, lobby and lift.

6.2 The Owner will get one 2 BHK flat in the Fourth floor at East side as covered area including proportionate share of staircase, duct, lobby and lift.

6.3 The Owner will get one 3 BHK flat in the Third floor at North-West side as covered area including proportionate of share staircase, duct, lobby and lift.

The Developers will demolish the existing building and get the sale proceeds of the said building.

The developers shall arrange the accommodation for land owner and the developers shall bear the accommodation charges including monthly rent till handover of the possession to the owner (owners allocation) as per Agreement for Development. It is pertinent to mention here that in the mean time if any dispute arise between the land owner herein and owner/s of the rented house or between Developers and owner/s of the rented house or any kind of dispute/s whatsoever, then the Developers shall arrange /provide the same standard houses for the land owner herein and in that cases the Developers shall comply the all terms and conditions, duties as previous.

*** Be it noted that if the allotted area of flats as owners allocation is more or less than their share (i.e. 50% of the sanctioned area as per his land ratio with additional 200 sq. ft covered area including proportionate share of staircase, duct, lobby and lift) in that case said area will be adjusted as per Market value vice-versa.

ARTICLE VII : DEVELOPERS ALLOCATIONS

7.1 The Developers allocation mean rest of the constructed area in all the constructed Flats of the said multi-storied building along with car parking space, shops and other area including share of common portion in common area and proportionate share of land excluding Owner's Allocation mentioned in this agreement and the Developers' and / or entitled to appropriate the portion comprising flats, car parking space and shops in respect of Developers' Allocation..

7.2 The Developer shall be entitled to enter into agreement for sale and transfer by their own name with the transferee and received and collect all money in respect thereof which shall absolutely belong to the Developers and it is hereto

expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on part of the Developers to obtain any further consent of the owner and this agreement by itself shall be treated as consent by the owners.

ARTICLE VIII : CONSTRUCTION

8.1 The Developers shall be solely and exclusively responsible for construction of the said building.

ARTICLE IX : BUILDING

9.1 Developer shall at their own costs construct erected and completed in all respect of the building and the common facilities and also amenities at the said premises in accordance with the plan by good and standard quality of materials but quality of materials will be decided by the appointed architect of the Developers.

9.2 The Developers shall install and erect in the said building by their own costs as per the specification and the drawing provided by the architect. The Developers will also provide Pump, over head reservoir, electrifications in all the Flats, permanent electric connections from CESC and other facilities as required are to be provided in a residential, multi-storied building.

ARTICLE - X : COMMON FACILITIES

10.1 The Developers shall pay and bear all Municipal taxes and other dues and impositions and out goings in respect of the said premises according to the dues as and from the date of sanction of the building plan till handing over the possession within the stipulated period in favour of the owner. But if any due is made good by the Developer of the previous dues of the owner all such payment shall be adjusted from the owner's allocation or the owner will pay same forthwith without interest to the Developers by cash.

10.2 After taking possession of flats the intending Purchasers and the owners including their respective assigns will bear the costs of common facilities and maintenance charges like costs of paid guards, operating charges of pumps and motors, electric charges of the common areas in proportion of their respective possession and creation of fund for future maintenance of building.

ARTICLE - XI : LEGAL PROCEEDINGS

11.1 It is here by expressly agreed by and between the parties hereto that it shall be the responsibility of the Developers to defend and actions suit and proceedings which may arise in respect of the construction and Developers of the said premises will bear all costs charges and expenses to be incurred for that purposes.

ARTICLE - XII : DEVELOPERS INDEMNITY

12.1 The Developers hereby undertake to keep the owner indemnified against all third party claim and actions arising out of any sorts of act or commission of the Developers or relating to the construction of the building. The Developers shall entitled to borrow money from any Financial Institution without creating any financial liabilities of the owners of effecting their estate and interest in the said premises and it is being expressed, agreed and understood that in no event the owners or any of their estate shall be responsible and or made liable for payment of any dues of such financial institutions.

ARTICLE - XIII : MISCELLANEOUS

The owner and the Developer have entered into this agreement purely on contractual basis and nothing contained herein shall be deemed to construct a partnership between the Developers and the owners.

13.1 The owners hereby undertake to do all such acts, deeds, matters and things what may reasonably required to be done in the matter and the owner shall execute any such addition power of Attorney and /or authorisation if required in favour of the Developers 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 any way infringe on the right of owner and / or against the spirit of this agreement.

13.2 The Developers and the Owners 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 and hereby give their consent to be abided by the same.

13.3 As and from the date of completion of the building, the Developer and / or their transferee and the Owner and / or their transferee and their successors shall each liable to pay and bear proportionate charges on account of rent, wealth tax and other taxes payable in respect of their areas and / or share of the constructed area.

13.4 If there is any other agreement prior to this regarding development or sale of the said premises and that all other agreement if any prior to this agreement may be treated as cancelled.

13.5 The owners have to pay the total dues of Municipal tax, Khajna, water tax etc. if any up to the date of execution of this Development Agreement.

13.6 The owner under take to hand over all the original title deeds, Khajna, Parcha, Municipal Tax, Electric Bill, Municipal Mutation Certificates, Legal Heirs Affidavit, Photocopy of Death Certificates of the deceased owners and relevant documents in respect of the landed property to the Developers.

13.7 If at any time and dispute shall arise between the parties, hereto regarding the construction of any of the terms and conditions herein contained or touching these presents or determination of any liability of any of the parties under this agreement, the same shall be referred to the arbitration in case the parties agree to the case, otherwise to two-arbitrators one to be appointed by each of the parties in dispute and the same be deemed to be referred within the meaning of the Arbitration Act, 1996 or any statutory modifications there under in force. But any of the aggrieved party herein shall have liberty to go to any Competent Court of Law and/or Consumer Forum besides the Arbitration clause if desire i.e. any or more that one of the Forum / Competent Court or all forums / all Competent Court shall be opened for the aggrieved Party. In that case the opposite party shall not submit Non Maintainability Petition before the any competent court of law and / or Forum.

13.8 This agreement contains the entire agreement of the parties and no oral representation or settlement or any other written or oral contention made earlier shall be considered valid or binding upon the parties.

13.9 The owner shall not be entitled to claim any other portion / portions except their allocated agreed portion of the constructed and covered areas of the proposed multi-storied building. Further the owner shall not be entitled to claim any amount of sale proceeds received by the Developers from the purchaser / purchasers of the different other portions areas flats, car parking, shops etc. including proportionate share of the land belong to the Developers.

13.10 The Developer shall be entitled to fix a sign Board on the said property for advertisement and inserting in News papers for advertisement media for the purpose of sell and transfer their allocated portion of the building on the schedule mentioned property.

13.11 The owner shall extend and for all necessary facilities and co - operation to the developer for obtaining permanent connection of water supply, electric connection with meter(s) drainage, sewerage, telephone and similar other installations needed for completion of the proposed Multi storied building in which the building will be in fully completed in all respects and in habitable nature.

13.12 If any construction defect is arises in the building before hand over the possession to the land owners then the Developer shall liable to repair that defect.

ARTICLE - XIV : FORCE MAJEURE

14.1 The Developers shall not be considered to be liable to any obligations hereunder to this context of delay if the performance of the relevant obligations are prevented by the reasons of force majeure and shall be suspended from the obligations during the duration the force majeure.

14.2 Force majeure shall mean flood, earth quake, riot, war, civil commotion, strike and labour unrest or any other act or commission beyond the reasonable control of the Developers.

ARTICLE - XV : OTHERS CONDITION

15.1 The Developers shall provide completion Certificate, possession letter to the land owners.

15.2 The Developers shall provide certified copy of the registered agreement for Development, power of Attorney and photo copy of sanctioned plan within 30(Thirty) days after obtaining from the competent authority.

15.3 At the time of registration of this agreement, the owners shall hand over the original Deed/s and other relevant papers and documents to the Developers and the Developers shall provide receipt copy of the said Deed/s and or document/s to the owners written /typed in their official pad with seal and signature/s of the all partners of the Developers. After selling out of the entire Developer's allocation all original aforesaid documents will be returned to the Flat owner's Association of the project.

SCHEDULE "A"

(Description of the property)

ALL THAT piece and parcel of homestead land measuring about **1 (One) Cottah 8 (Eight) Chittacks 28 (Twenty Eight) sq.ft** (1066 Sq.ft + 42 sq.ft i.e 50% of common passage) more or less of homestead land along with Tile Shed (Floor-cement) measuring an area 400 sq.ft patterning to C.S./R.S. Dag No. 2001(P), E/P No. - 12, S.P. No. - 120, in Mouza - Dum Dum Cantonment, J.L. No. 13, R.S. Khatian No. 11, P.O. & P.S. - Dum Dum, District North 24 Parganas, West Bengal and under the local limit of Dum Dum Municipality, Ward No. 11, **Municipal Holding No. 24/12/1, Jessore Road, Kolkata - 700 028**, under sub registration office - Cossipore, Dum Dum butted and bounded in the manner following -

ON THE NORTH	:	E.P. No. 13
ON THE SOUTH	:	Plot No. B
ON THE EAST	:	3 ft. Wide common passage & E.P. No. 11
ON THE WEST	:	Colony Boundary

SPECIFICATION

- 1. STRUCTURE** : R.C.C. structure of the said flats.
 - 2. WALL** : Outside wall 8" brick, inside wall 5" and partition wall 5". Outside wall finished with cement plastering and paint and inside wall finished with cement plastering and P.O.P.
 - 3. FLOORING** : Flooring of all bed rooms, drawing/dining space, kitchen, Toilets & Balcony will be marble finish.
 - 4. KITCHEN** : Cooking platform top will be finished with green polished marble on the black stone and upto window level above the cooking platform finished with Glazed tiles. There will be one steel sink with tap.
 - 5. BATHROOM** : Commode for bathrooms with flush, One Tap at each toilet, One C.P. shower. Door level tiles. One toilet provide for 1 BHK flat and Two toilets provide for 2BHK and 3 BHK flat.
 - 6. WINDOW** : Aluminium frame with Glass and window protected by grill. Balcony covered by grill. One window box grill for each flat.
 - 7. DOOR** : Main door will be finished with wood. All inside doors will be finished with flush door and Toilets door will be finished with PVC frame with pella.
 - 8. ELECTRIC** : Concealed by PVC pipe. In all bed room, Drawing/Dining room two light points, one fan point, one plug point and one fuse point. In kitchen one light point, one exhaust fan point. In toilets one light point, one exhaust fan point. One A.C. point only in one bed room for each flat. One Geyser point, one freeze point will provide for each flat. In one door bell point and one light point at main entrance in the flat. Main service meter will be arranged by Developer. Two electric meter will be provided by the Developer. Branded wire and electrical equipments will be used. Lighting of common areas, ultimate roof and staircase will be provided by Developer. If any extra work is done, extra Charge will have to pay to the Developer.
- AMENITIES** : Supply of water will be provided from the overhead tank by the Developer.
- EXTRA WORK** : Extra work other than standard specifications shall be charged extra and that amount will be decided by authorised engineer of the Developers. That extra amount shall have to deposit before the execution of such work. All requests for addition / alteration have to be given in writing by the agreed purchaser before starting of brick work.
- ELECTRIC METER** : Common Meter (440 V) for common purpose (i.e. Lift, Staircase light, roof light, Pump and Outside light) will be installed by the Developers.
- LIFT** : The lift of the building will be provided by the Developer at their own cost.

[14]

IN WITNESS WHEREOF the parties have hereunto set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

In the presence of -

1. Dipankar Ray
46/2 Italgacha Road
Dum Dum, Kol - 28

Swapan Kumar Das

(SIGNATURE OF OWNER)

2. Dibakar Ch. Gope
32, East Kamalapur
DUMDUM, Kolkata-28

M/S. METRO DEVELOPERS
Pranab Ray
Chiranjib Kundu
Sanjit Kumar Gope
Partner

(SIGNATURE OF DEVELOPERS)

RECEIVED from the within mentioned Developer within mentioned sum of Rs.10,000/- (Rupees Ten Thousand) only as total payment.

MEMO OF CONSIDERATION

Sl. No.	Cheque No.	Date	Bank & Branch	Amount (in Rs.)
1	270604	22.07.2019	S.B.I, Dum Dum branch, Kol-28	10,000/-

WITNESSES :-

1. Dipankar Sengupta
46/2 Italgacha Road
DUM DUM, KOL-28

2. Dibakar Ch. Gope
32, East Kamalapur
DUM DUM, Kolkata-28

Swapan Kumar Das




(SIGNATURE OF OWNER)

Deed Computerized by :
R. D. Enterprise
K. B. Sarani, Kolkata - 700 080

Deed Prepared By :

Biswajit Kar
BISWAJIT KAR
Advocate
High Court Bar Association
Room No.-5
En. No.-549/ 91

SPECIMEN FORM FOR TEN FINGERPRINTS


Sl No	Signature of the Executants / Presentants					
		Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
		Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
		Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			

Sanjiv Kumar Gupta

Chiraditya Kundu

Praman Singh

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants	Little	Ring	Middle	Fore	Thumb	
 <p>Sudipon Das</p>	(Left Hand)						
	(Right Hand)						
	(Left Hand)						
	(Left Hand)						
	(Right Hand)						
	(Left Hand)						
	(Left Hand)						
	(Right Hand)						
	(Left Hand)						

জেলা- উত্তর ২৪ পরগণা খতিয়ান নং- ১১

[১৫০৯২১৩]



সৌজা- চন্দনম ক্যান্টনমেন্ট জে.এস.নং- ১০

খানা- চন্দনম

(১) রাজস্ব- ০.০০ টাকা

(২) জমির পরিমাপ(এ)- ০.০৫০৫

(৩) মোট দাগের সংখ্যা- ১

	(৪) অত্রস্থানের মালিকদের বিবরণ	(৫) বয়	(৬) মতবা
নাম-	রমণীকান্ত দাস	স্বামত	
পিতা-	মৃত অন্নদা চরণ দাস		
ঠিকানা-	12 মতিলাল কলোনি, কপিকাতা- 28		

(৭) অত্রস্থানের নিজ মালিকের জমি

দাগ নং	জমির শ্রেণী	মতবা	দাগের মোট পরিমাপ(এ)	দাগের মধ্যে অত্রস্থানের অংশ	দাগের মধ্যে অত্রস্থানের জমির অংশের পরিমাপ	
					একর	বেটর
২০০১	বহু		১৬.৪০০০	০.০০৫০	০.০৫০৫	

ঘর 1, 3 কাঠা 4 ঘটাক

মোট দাগের সংখ্যা- এক মাত্র

Certified to be true copy u/s 76 of Indian Evidence Act, 1872 (Act 1 of 1872)

Fees Received : Application Fee : Rs. 10, Authentication Fee : Rs. 10 x 1, Total fee : Rs. 20. Copy No.:7413

Page ১ of ১

১১/০৭/২০১৯ ০৫:০৭ PM

Digitally signed by SUSHANTA ROY
Date: 2019.07.11 17:07:31 IST

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SWAPAN KUMAR DAS
RAMANIKANTA DAS
1510511961
Permanent Account Number
AKERD7717M

Swapan Kumar Das
Signature



आयकर विभाग
INCOME TAX DEPARTMENT
METRO DEVELOPERS



भारत सरकार
GOVERNMENT OF INDIA



25/11/2009

Permanent Account Number

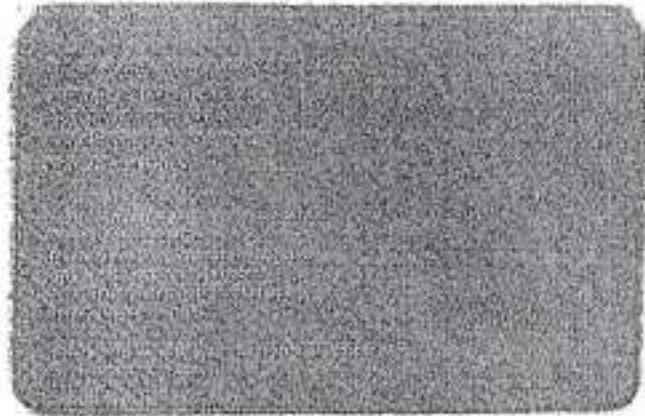
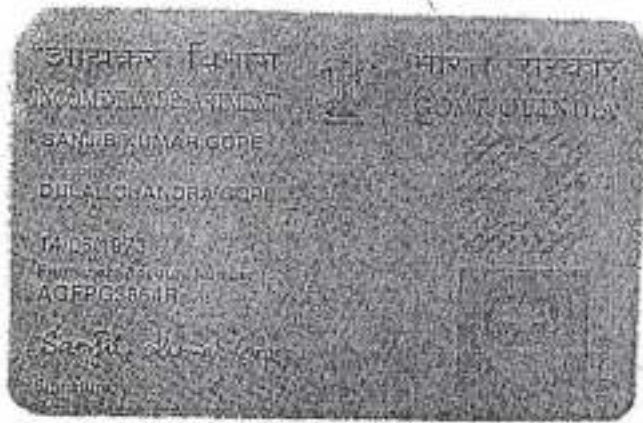
AARFM3683J

99122009

इस कार्ड के साथ / कार्ड पर कृपया सुविधा करें / लॉकर
आयकर पैन सेवा इकाई, एन एस डी यू
तीसरी मंजिल, साप्लायर चेंबर,
बानेर टेलिफोन एक्सचेंज के नजदीक,
बानेर, पुणे - 411045

*If this card is lost / someone's lost card is found,
please inform / return to :*
Income Tax PAN Services Unit, NSDL,
3rd Floor, Suppliers Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-2721 8081 / 2721 8082 / 2721 8083
e-mail: taxinfo@nsdlfe.in



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

CHIRADIP KUNDU
BARUN KUMAR KUNDU
25/02/1974
Panthers Account Number
AHSPK8843N

Chiradip Kundu



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVERNMENT OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AIIPD5321M



नाम / Name
PRANAB DEY

पिता का नाम / Father's Name
PRASAD LAL DEY

दिनांक / Date
22/04/1975

Pranab De
Signature



Major Information of the Deed

Deed No :	I-1506-06971/2019	Date of Registration	02/08/2019
Query No / Year	1506-0001089839/2019	Office where deed is registered	
Query Date	08/07/2019 5:39:03 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Chiradip KUNDU 12, DR J R DHAR ROAD, Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700028, Mobile No. : 8240054990, Status : Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 62,75,555/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 121/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



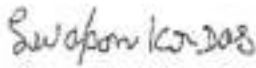
District: North 24-Parganas, P.S.- Dum Dum, Municipality: DUM DUM, Road: Jessore Road, Mouza: Dumdum cantt., Ward No: 11, Holding No:24/12/1 JI No: 13, Pin Code : 700028

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-2001	RS-11	Bastu	Bastu	1 Katha 8 Chatak 28 Sq Ft	1/-	61,55,555/-	Width of Approach Road: 3 Ft.,
Grand Total :					2.5392Dec	1 /-	61,55,555 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	400 Sq Ft.	1/-	1,20,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		400 sq ft	1 /-	1,20,000 /-	



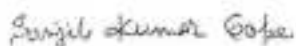
and Lord Details :







SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SWAPAN KUMAR DAS Son of Late RAMANI KANTA DAS Executed by: Self, Date of Execution: 02/08/2019 , Admitted by: Self, Date of Admission: 02/08/2019 ,Place : Office	 <small>02/08/2019</small>	 <small>LTI 02/08/2019</small>	 <small>02/08/2019</small>
1 NO MOTILAL COLONY , 24/12/1 , JESSORE ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:- North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AKEPD7717M, Status :Individual, Executed by: Self, Date of Execution: 02/08/2019 , Admitted by: Self, Date of Admission: 02/08/2019 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	METRO DEVELOPERS 32 , EAST KAMALAPUR, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 , PAN No.:: AARFM3683J, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SANJIB KUMAR GOPE Son of Shri DULAL CHANDRA GOPE Date of Execution - 02/08/2019 , , Admitted by: Self, Date of Admission: 02/08/2019, Place of Admission of Execution: Office	 <small>Aug 2 2019 3:23PM</small>	 <small>LTI 02/08/2019</small>	 <small>02/08/2019</small>
32 , EAST KAMALAPUR, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India , PAN No.:: AGFPG3864R Status : Representative, Representative of : METRO DEVELOPERS (as PARTNER)				

Name	Photo	Finger Print	Signature
Shri CHIRADIP KUNDU Son of Shri BARUN KUMAR KUNDU Date of Execution - 02/08/2019, , Admitted by: Self, Date of Admission: 02/08/2019, Place of Admission of Execution: Office	 <small>Aug 2 2019 3:22PM</small>	 <small>LTI 02/08/2019</small>	 <small>02/08/2019</small>
12, DR JIBAN RATAN DHAR ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHSPK8843N Status : Representative, Representative of : METRO DEVELOPERS (as PARTNER)			
Name	Photo	Finger Print	Signature
Shri PRANAB DEY (Presentant) Son of Late PROSAD LAL DEY Date of Execution - 02/08/2019, , Admitted by: Self, Date of Admission: 02/08/2019, Place of Admission of Execution: Office	 <small>Aug 2 2019 3:22PM</small>	 <small>LTI 02/08/2019</small>	 <small>02/08/2019</small>
42, DR JIBAN RATAN DHAR ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AIIPD5321M Status : Representative, Representative of : METRO DEVELOPERS (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BABLU KAR Son of Mr GOPAL KAR 19/4, K B SARANI, P.O:- MALL ROAD, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700080	 <small>02/08/2019</small>	 <small>02/08/2019</small>	 <small>02/08/2019</small>
Identifier Of Mr SWAPAN KUMAR DAS, Shri SANJIB KUMAR GOPE, Shri CHIRADIP KUNDU, Shri PRANAB DEY			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR DAS	METRO DEVELOPERS-2.53917 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr SWAPAN KUMAR DAS	METRO DEVELOPERS-400.00000000 Sq Ft

On 02-08-2019

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 12:35 hrs on 02-08-2019, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Shri PRANAB DEY .

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 62,75,555/-

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

Execution is admitted on 02/08/2019 by Mr SWAPAN KUMAR DAS, Son of Late RAMANI KANTA DAS, 1 NO MOTILAL COLONY, 24/12/1, JESSORE ROAD, P.O: DUM DUM, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Others

Indetified by Mr BABLU KAR, , Son of Mr GOPAL KAR, 19/4, K B SARANI, P.O: MALL ROAD, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700080, by caste Hindu, by profession Business

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

Execution is admitted on 02-08-2019 by Shri SANJIB KUMAR GOPE, PARTNER, METRO DEVELOPERS (Partnership Firm), 32, EAST KAMALAPUR, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028

Indetified by Mr BABLU KAR, , Son of Mr GOPAL KAR, 19/4, K B SARANI, P.O: MALL ROAD, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700080, by caste Hindu, by profession Business

Execution is admitted on 02-08-2019 by Shri CHIRADIP KUNDU, PARTNER, METRO DEVELOPERS (Partnership Firm), 32, EAST KAMALAPUR, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028

Indetified by Mr BABLU KAR, , Son of Mr GOPAL KAR, 19/4, K B SARANI, P.O: MALL ROAD, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700080, by caste Hindu, by profession Business

Execution is admitted on 02-08-2019 by Shri PRANAB DEY, PARTNER, METRO DEVELOPERS (Partnership Firm), 32, EAST KAMALAPUR, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028

Indetified by Mr BABLU KAR, , Son of Mr GOPAL KAR, 19/4, K B SARANI, P.O: MALL ROAD, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700080, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 121/- (B = Rs 100/- , E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 121/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/08/2019 12:53PM with Govt. Ref. No: 192019200052662751 on 01-08-2019, Amount Rs: 121/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ADXIB1 on 01-08-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-
by online = Rs 9,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1531, Amount: Rs.100/-, Date of Purchase: 08/07/2019, Vendor name: Ranjita Paul

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 01/08/2019 12:53PM with Govt. Ref. No: 192019200052662751 on 01-08-2019, Amount Rs: 9,921/-, Bank:
State Bank of India (SBIN0000001), Ref. No. IKOADXIB1 on 01-08-2019, 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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2019, Page from 333747 to 333777
being No 150606971 for the year 2019.



Digitally signed by SUMAN BASU
Date: 2019.08.06 12:36:15 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 06/08/2019 12:34:55
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)