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D-3401/22

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

H 414538

02/1956442/2022

Certified that the document is admitted to registration. The signature sheet / sheets and the endorsement sheet / sheets attached to this document are the part of this document.

29 JUN 2022


Registrar U/S 7(2)
District Sub Registrar-II
North 24 Parganas, Barasat

AGREEMENT FOR DEVELOPMENT

AGREEMENT BETWEEN OWNERS AND DEVELOPER FORMULATING A SCHEME FOR HOUSING PROJECT CONSIDERATION BY ALLOCATION OF SHARES OF THE CONSTRUCTED AREA TO BE CONSTRUCTED.

THIS AGREEMENT FOR DEVELOPMENT is made this the 29th day of JUNE, 2022 (TWO THOUSAND AND TWENTY TWO) of the Christian Era.

BETWEEN

[1] SHRI KAMAL SARKAR, PAN NO. HATPS7574B, Voter I. Card No. WB/13/090/159230, Son of Late Kumud Ranjan Sarkar, [2] SMT. BHARATI SARKAR, PAN NO. HHKPS5049K, Voter I. Card No. WB/13/090/159222, Wife of Late Amal Sarkar, Both No. 1 & 2 are residing at Ma Sarada Road, Arabinda Pally, P.O. & P.S. Barasat, Kolkata - 700 124, Dist - North 24 Parganas, [3] SMT. BINA HALDAR, PAN NO.

9015
28.06.2022

Rainbow construction
Anandapally, Barasat
10.11.22

স্বাক্ষর মূল্য ৳ ৮০০০
ডেপুটি
বাবাসত কোর্ট, উত্তর ২৪ পরগণা
ডেপুটি - শ্রী হারান চন্দ্র সাহু
টি.ডি. নং - 17 JUN 2022
সেরি - 800000
মোট স্বাক্ষর মূল্য -
মুদ্রারী অফিস - বাবাসত

RECEIVED



[Signature]

Registrar U/S 7(2)
District Sub Registrar-II
North 24 Parganas, Barasat

Sanjit Kumar Ghosh
S/o - Anandatal Ghosh
G/F - Barasat Land
own - Landless
KOL - 700124.

29 JUN 2022

AHTPH3052M, Voter I. Card No. WB/18/120/552399, Wife of Shri Ananda Halder, D/o. Late Kumud Ranjan Sarkar, residing at Jwalani Para, Ektara, Usthi, P.O. - Hatuganj, P.S. Usthi, Dist - South 24 Parganas, PIN - 743332, **(4) SMT. SANDIYA GHARAMI**, PAN NO. DISPG4967H, Voter I. Card No. WB/16/123/024053, W/o. Shri Mahadeb Gharami, D/o. Late Kumud Ranjan Sarkar, residing at Sitagachhi, Mathurapur, P.O. & P.S. Mathurapur, Dist - South 24 Parganas, PIN - 743354, **(5) SMT. KARUNA SARKHEL**, PAN NO. LQWPS5165H, Voter I. Card No. CKW2756435, W/o. Shri Rajib Sarkhel, D/o. Late Nil Ratan Mondal and Late Kalpana Mondal, **(6) SHRI NISHIT MANDAL**, PAN NO. EFLPM9448N, Voter I. Card No. CKW2756443, S/o. Late Nil Ratan Mandal and Late Kalpana Mondal, No. 5 & 6 - both are residing at Arabinda Pally, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, Dist - North 24 Parganas, all are by Nationality - Indian, by Faith - Hindu, by Occupation - No. 1 - Electrician, No. 2 to 5 - Household Works, and No. 6 - Business, hereinafter called and referred to as the **LAND OWNERS** (which terms and/or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and/or assigns) of the **ONE PART.**

A N D

RAINBOW CONSTRUCTION, PAN NO. AAPFR4145N, a Partnership Firm having its Office at Noapara, Arabinda Pally, P.S. Barasat, Dist - North 24 Parganas, represented by its Partners **(1) SHRI PRANAY KUMAR PAL**, PAN NO. BBAPP0586L, Voter I. Card No. WB/13/090/396487, S/o. Shri Prabir Kumar Pal, residing at Banamalipur (East), P.O. & P.S. Barasat, Kolkata - 700 124, Dist - North 24 Parganas AND **(2) SHRI TAPAS KUMAR DAS**, PAN NO. AIOPD7012K, Voter I. Card No. WB/13/090/159188, S/o. Late Krishnapada Das, residing at Noapara, Arabinda Pally, P.O. & P.S. Barasat, Kolkata - 700 124, Dist - North 24 Parganas, both are by Nationality - Indian, by Faith - Hindu, by

Occupation - Business, hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its Principles, heirs, legal representatives, successors and assigns) of the **SECOND PART.**

LAND OWNERS and the DEVELOPER collectively Parties and individual party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS :-

1. Subject : Matter of Development.
2. Development Project & Appurtenances :

PROJECT PROPERTY :

ALL THAT a piece and parcel of land measuring an area of **04 (Four) Cottahs more or less i.e. 06.60 (Six point six zero) Decimals** be the same a little more or less together with an old dilapidated structure standing thereon lying and situated under MOUZA - NOAPARA, J.L. No. 83, Re.Su. No. 137, Touzi No. 146, Pargana - Anowarpur, comprised in L.O.P. No. 9, in R.S. Khatian No. 1366, appertaining to C.S. & R.S. Dag No. 1182, within the local limits of Barasat Municipality, being Holding No. 1659, Arabinda Pally, in Ward No. 10, P.S. Barasat, A.D.S.R.O. Kadambagachi, Kolkata - 700 124, Dist - North 24 Parganas, more fully described in the **FIRST SCHEDULE** hereinafter written.

3. Background, Representations, Warranties and Covenants :

REPRESENTATIONS AND WARRANTIES REGARDING TITLE : The Landowners has made the following representations and given the following warranties to the Developer regarding title.

- (a) **WHEREAS** the Father of the Land Owners Nos. 1, 3 & 4 namely Kumud Ranjan Sarkar, S/o. Late Kartick Chandra Sarkar, was the absolute Owner and peaceful possessor of **ALL THAT** a piece and parcel of land measuring an area of 04 Cottahs be the same a little

more or less lying and situated under MOUZA - NOAPARA, J.L. No. 83, Re Su. No. 137, Touji No. 146, Pargana - Anowarpur, comprised in L.O.P. No. 9, in R.S. Khatian No. 1366, appertaining to C.S. & R.S. Dag No. 1182, within the local limits of Barasat Municipality under P.S. Barasat, A.D.S.R.O. Kadambagachi, Dist - North 24 Parganas, which was acquired as Refugee from East Pakistan now as Bangladesh from Refugee, Relief and Rehabilitation Department, Government of West for and on behalf of the Governor of the West Bengal by virtue of a Registered Gift Deed (Patta Deed) being No. 707 dated 17/12/1987 which was duly registered at A.D.R. North 24 Parganas and recorded in Book No. 1, Volume No. 5, Pages from 2823 to 2826 for the year 1987.

- (b) **AND WHEREAS** said Kumud Ranjan Sarkar, S/o. Late Kartick Chandra Sarkar after obtaining the aforesaid landed property recorded his name before the local B.L. & L.R.O. in Revisional Settlement Records of Right and also recorded his name before the local Barasat Municipality and constructed thereon a structure for his dwelling purpose and paid respective rents and taxes to the Concerned Authorities and while he seized and possessed the said his wife i.e. mother of the Land Owner Nos. 1, 3 & 4 namely Lila Sarkar died intestate on 13/12/1995 and thereafter said Kumud Ranjan Sarkar died intestate on 27/03/1998 leaving behind his three sons namely Shri Kamal Sarkar, Shri Biswajit Sarkar, Shri Amal Sarkar and three daughters namely Smt. Bina Haldar, Smt. Sandhya Gharami, and Smt. Kalpana Mondal as his only legal heirs and successors to inherit his aforesaid property and after demise of said Lila Sarkar and Kumud Ranjan Sarkar, their aforesaid three sons and three daughters as their only legal heirs and successors namely said **Shri Kamal Sarkar, the Land Owner No. 1 herein, Shri Biswajit Sarkar, Shri Amal Sarkar, Smt. Bina Haldar, the Land Owner No. 3 herein, Smt. Sandhya Gharami, the Land**

Owner No. 4 herein and Smt. Kalpana Mondal obtained the aforesaid landed property measuring 04 Cottahs be the same a little more or less together with a pucca structure by undivided 1/6th share each by way of inheritance as per Hindu Succession Act left by said deceased Lila Sarkar and Kumud Ranjan Sarkar.

- (c) **AND WHEREAS** said Shri Amal Sarkar while seized and possessed his undivided 1/6th share of the aforesaid property died intestate on 26/01/2015 leaving behind his only wife Smt. Bharati Sarkar, as his only legal heir and successor to inherit his aforesaid undivided 1/6th share of the aforesaid property and after demise of said Amal Sarkar, his aforesaid wife as his only legal heir and successor namely said **Smt. Bharati Sarkar, the Land Owner No. 2 herein** obtained the aforesaid undivided 1/6th share of the aforesaid property by way of inheritance as per Hindu Succession Act left by said deceased Amal Sarkar.
- (d) **AND WHEREAS** said Smt. Kalpana Mondal while seized and possessed her undivided 1/6th share of the aforesaid property died intestate on 24/07/2016 and her husband namely Nil Ratan Mondal also died intestate on 09/12/1980 leaving behind their only daughter Smt. Karuna Sarkhel and only son name Shri Nishit Mandal as their only legal heirs and successors to inherit her aforesaid undivided 1/6th share of the aforesaid property and after demise of said Kalpana Mondal and Nil Ratan Mondal, their aforesaid daughter and son as their only legal heirs and successors namely said **Smt. Karuna Sarkhel, the Land Owner No. 5 herein and Shri Nishit Mandal, the Land Owner No. 6 herein** obtained the aforesaid undivided 1/6th share of the aforesaid property by way of inheritance as per Hindu Succession Act left by said deceased Kalpana Mondal and Nil Ratan Mondal.

- (e) **AND WHEREAS** said Shri Biswajit Sarkar while seized and possessed his undivided 1/6th share of the aforesaid property died intestate on 11/10/2021 as bachelor i.e. as unmarried leaving behind his aforesaid brother and sisters and the legal heirs of his deceased brother and deceased sister as his only legal heirs and successors to inherit his aforesaid undivided 1/6th share of the aforesaid property and after demise of said Biswajit Sarkar, his aforesaid brother, sisters and the legal heirs of deceased brother and deceased sister i.e. all the **LAND OWNERS herein** obtained the aforesaid undivided 1/6th share of the aforesaid property by way of inheritance as per Hindu Succession Act left by said deceased Biswajit Sarkar.
- (f) **AND WHEREAS** thus aforesaid manner i.e. by way of inheritance as per Hindu Succession Act said **Shri Kamal Sarkar, Smt. Bharati Sarkar, Smt. Bina Haldar, Smt. Sandhya Gharami, Smt. Karuna Sarkhel, Shri Nishit Mandal, the Land Owners herein** become the absolute joint owners of ALL THAT a piece and parcel of landed property measuring about **04 (Four) Cottahs more or less i.e. 06.60 (Six point six zero) Decimals be the same a little more or less** together with one old dilapidated structure lying and situated under MOUZA - NOAPARA, J.L. No. 83, Re.Su. No. 137, Touji No. 146, Pargana - Anowarpur, comprised in L.O.P. No. 9, R.S. Khatian No. 1366, appertaining to C.S. & R.S. Dag No. 1182, within the local limits of Barasat Municipality under Holding No. 1659, Arabinda Pally, in Ward No. 10, under P.S. Barasat, A.D.S.R.O. Kadambagachi, Dist - North 24 Parganas, which is more fully and particularly described in the **FIRST SCHEDULE** herein below left by said deceased Lila Sarkar, Kumud Ranjan Sarkar, Aml Sarkar, Kalpana Mondal and Biswajit Sarkar, and they mutated and recorded their names before the local municipality and paying respective rents and taxes to the concerned authorities on regular basis and they seize, possess and enjoying the same without any

interruption and they have every right, title, interest and in physical possession over the said property which is free from all encumbrances.

4. **Absolute Sole Ownership of : SHRI KAMAL SARKAR, SMT. BHARATI SARKAR, SMT. BINA HALDAR, SMT. SANDHYA GHARAMI, SMT. KARUNA SARKHEL, SHRI NISHIT MANDAL :** Thus on the basis of aforesaid manner i.e. by way of inheritance from their deceased father as well as brother as well as husband as well as mother namely Lila Sarkar, Kumud Ranjan Sarkar, Aml Sarkar, Kalpana Mondal and Biswajit Sarkar said **SHRI KAMAL SARKAR, SMT. BHARATI SARKAR, SMT. BINA HALDAR, SMT. SANDHYA GHARAMI, SMT. KARUNA SARKHEL, SHRI NISHIT MANDAL,** Present Owners herein become the absolute joint Owners of the aforesaid total landed property measuring **04 (Four) Cottahs more or less i.e. 06.60 (Six point six zero) Decimals be the same a little more or less** together with one old dilapidated structure lying and situated under MOUZA - NOAPARA, J.L. No. 83, Re.Su. No. 137, Touji No. 146, Pargana - Anowarpur, comprised in L.O.P. No. 9, R.S. Khatian No. 1366, appertaining to C.S. & R.S. Dag No. 1182, within the local limits of Barasat Municipality under Holding No. 1659, Arabinda Pally, in Ward No. 10, under P.S. Barasat, A.D.S.R.O. Kadambagachi, Dist - North 24 Parganas, more fully described in the **FIRST SCHEDULE** hereinafter written.
5. **Record by SHRI KAMAL SARKAR, SMT. BHARATI SARKAR, SMT. BINA HALDAR, SMT. SANDHYA GHARAMI, SMT. KARUNA SARKHEL, SHRI NISHIT MANDAL :** In the record of the concerned Barasat Municipality in Holding No. 1659, Arabina Pally, in Ward No. 10, P.S. Barasat, A.D.S.R.O. Kadambagachi, Kolkata - 700 124, Dist - North 24 Parganas, in respect of their aforesaid plot of land.
6. **Desire of Development of the Land & Acceptance :** The said **SHRI KAMAL SARKAR, SMT. BHARATI SARKAR, SMT. BINA HALDAR,**

SMT. SANDHYA GHARAMI, SMT. KARUNA SARKHEL, SHRI NISHIT MANDAL, Landowners herein express their desire to develop their aforesaid plot of land measuring **04 (Four) Cottahs more or less i.e. 06.60 (Six point six zero) Decimals be the same a little more or less** after demolishing the existing structure by constructing a multi storied (G+3) building thereon, and the present Developer herein accepted the said proposal and the present owners have decided to enter into this Development Agreement with the Developer herein for the land mentioned above and explicitly in the **FIRST SCHEDULE** hereunder written.

- 7. Registered Power of Attorney :** For the smooth running of the said project, the said Landowners, **SHRI KAMAL SARKAR, SMT. BHARATI SARKAR, SMT. BINA HALDAR, SMT. SANDHYA GHARAMI, SMT. KARUNA SARKHEL, SHRI NISHIT MANDAL** agreed to execute a registered Power of Attorney, by which the Landowners herein have appointed and nominated the present Developer herein as their Constituted Attorney, to act on behalf of the Landowners.

8. DEFINITION :

- I) LAND OWNERS :** Shall mean said **(1) SHRI KAMAL SARKAR**, Son of Late Kumud Ranjan Sarkar, **(2) SMT. BHARATI SARKAR**, Wife of Late Amal Sarkar, Both No. 1 & 2 are residing at Ma Sarada Road, Arabinda Pally, P.O. & P.S. Barasat, Kolkata - 700 124, Dist - North 24 Parganas, **(3) SMT. BINA HALDAR**, Wife of Shri Ananda Haldar, D/o. Late Kumud Ranjan Sarkar, residing at Jwalani Para, Ektara, Usthi, P.O. - Hatuganj, P.S. Usthi, Dist - South 24 Parganas, PIN - 743 332, **(4) SMT. SANDHYA GHARAMI**, W/o. Shri Mahadeb Gharami, D/o. Late Kumud Ranjan Sarkar, residing at Sitagachhi, Mathurapur, P.O. & P.S. Mathurapur, Dist - South 24 Parganas, PIN - 743354, **(5) SMT. KARUNA SARKHEL**, W/o. Shri Rajib Sarkhel, D/o. Late Nil Ratan Mondal and Late Kalpana Mondal, **(6) SHRI NISHIT MANDAL**, S/o. Late Nil Ratan Mandal

and Late Kalpana Mondal, No. 5 & 6 - both are residing at - residing at Arabinda Pally, Noapara, P.O. & P.S. Barasat, Kolkata - 700 124, Dist - North 24 Parganas and their legal heirs, executors, administrators and assigns and legal representatives.

- II) **DEVELOPER** : Shall mean said **RAINBOW CONSTRUCTION**, a Partnership Firm having its Office at Noapara, Arabinda Pally, P.S. Barasat, Dist - North 24 Parganas, represented by its Partners **(1) SHRI PRANAY KUMAR PAL**, S/o. Shri Prabir Kumar Pal, residing at Banamalipur (East), P.O. & P.S. Barasat, Kolkata - 700 124, Dist - North 24 Parganas AND **(2) SHRI TAPAS KUMAR DAS**, S/o. Late Krishnapada Das, residing at Noapara, Arabinda Pally, P.O. & P.S. Barasat, Kolkata - 700 124, Dist - North 24 Parganas and their representatives, legal heirs, executors, administrators, representatives and assigns.
- III) **AMALGAMATED LAND/AMALGAMATED PROPERTY**: Shall mean the said land/or the said property with other surrounding or adjacent land or lands and or properties already acquired and/ or so may be acquired by the Developer and amalgamated and or adjoined with the said land and or said property by the Developer in future.
- IV) **PREMISES** : shall mean the official identity of the collective from or the said land with one or more building collectively.
- V) **PREMISES/AMALGAMATED PREMISES**: shall mean the official identity of the collective from or the said amalgamated land with one or more building collectively.
- VI) **Building** : shall mean a multi storied building or buildings as shall be constructed in finished and habitable condition by the Developer conforming to the sanctioned Plan or Revised Plan to be prepared, submitted only by the Developer and sanctioned by the concerned Municipality and the said land described in the first

schedule hereunder only and/or the said amalgamated land as stated herein above.

- VII) Common Facilities & Amenities :** Shall mean entrance of the building, pump room, under ground or overhead water tank, water pump and motor, septic tank, water pipeline, rain water pipeline, top roof of the building, stair, staircase, lift, and lift areas (if any) and other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.
- VIII) Saleable Space :** Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Land Owners' Allocation & Developer's Allocation as mentioned in this Agreement.
- IX) Landowners' Allocation :** Shall mean the consideration in the form and nature of Landowners' Allocation against the project by the Landowners more fully described in **SECOND SCHEDULE** hereunder written together with proportionate share in the land and the proposed building and together with proportionate share in common facilities and amenities.
- X) Developer's Allocation :** Shall mean all the remaining area of the proposed multi storied building excluding Landowners' Allocation including the proportionate share of land and common facilities, common parts and common amenities of the building, which is more fully described in **THIRD SCHEDULE** written herein below.
- XI) Architect / Engineer :** Shall mean such person or persons being appointed by the Developer.
- XII) Transfer :** With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Landowners as a transfer of space in the said building to the intending purchasers thereof.

- XIII) Building Plan :** Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the Barasat Municipality in the name of the Landowners for construction of the building, including its modification and amenities and alterations.
- XIV) Built Up Area (For any Individual Unit) :** Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.
- XV) Covered Area (For any Individual Unit) :** Here covered area means total built up area for any unit plus proportionate share of stairs, lobby und lift areas (if any).
- XVI) ADVOCATE :** Shall mean any reputed Advocate, who practicing at Judges' Court, Barasat, North 24 Parganas or any other competent Court.

9. LANDOWNERS' RIGHT & REPRESENTATION :

- i. Indemnification regarding Possession & Delivery :** The Landowners are now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is condition and deliver physical as well as identical possession to the Developer to develop the project property.
- ii. Free From Encumbrance :** The Landowners also indemnifies that the project property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.

10. DEVELOPER'S RIGHTS :

- i. Authority of Developer :** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or

agreement or borrow money or take any advance against their allocation or acquired right under these agreement.

- ii. **Right of Construction :** The Landowners hereby grant permission an exclusive rights to the Developer to build new building upon the project property.
- iii. **Construction Cost :** The Developer shall carry total construction work and Completion Certificate of the present building at their own costs and expenses. No liability on account of construction cost and completion certificate will be charged from Landowners' Allocation.
- iv. The Developer shall be entitled to the entirety of the debris of the existing structures at the said premises exclusively and shall at his own cost and expenses have the existing structure/s demolished and shall use and/or sale the same as per their own requirements.
- v. **Sale Proceeds of Developer's Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively.
- vi. **Booking & Agreement for Sale :** Booking from Intending Purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending Purchasers will be signed by the Developer and on behalf of the Landowners as a Registered Power of Attorney Holders. All the Sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Landowners.
- vii. **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Landowners.
- viii. **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be

adjusted from the Landowners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

- ix. **Possession to the Landowners :** On completion of the project, the Developer will handover undisputed possession of the Landowners' Allocation Together With all rights of the common facilities and amenities to the Landowners with Possession Letter and will take release from the Landowners by executing a Deed of Release.
- x. **Possession to the intending purchaser :** On completion of the project, the Developer will hand over possession to the intending purchasers, possession letters will be signed by the Developer as the representatives and Power of Attorney holders of the Landowners.
- xi. **Deed of Conveyance :** The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holders of the Landowners.

11. CONSIDERATION :

- i. **Permission against Consideration :** The Landowners grant permission for exclusive right to construct the proposed building in consideration of Landowners' Allocation described in the **SECOND SCHEDULE** hereunder written to the Developer.

12. DEALING OF SPACE IN THE BUILDING :

- i. **Exclusive Power of Dealings of Landowners :** The Landowners shall be entitled to transfer or otherwise deal with Landowners' Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Landowners' Allocation.
- ii. **Exclusive Power of Dealings of Developer :** The Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Landowners and the Landowners shall

not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

13. POWER AND PROCEDURE :

We, **(1) SHRI KAMAL SARKAR**, Son of Late Kumud Ranjan Sarkar, **(2) SMT. BHARATI SARKAR**, Wife of Late Amal Sarkar, **(3) SMT. BINA HALDAR**, Wife of Shri Ananda Haldar, D/o. Late Kumud Ranjan Sarkar, **(4) SMT. SANDHYA GHARAMI**, W/o. Shri Mahadeb Gharami, D/o. Late Kumud Ranjan Sarkar, **(5) SMT. KARUNA SARKHEL**, W/o. Shri Rajib Sarkhel, D/o. Late Nil Ratan Mondal and Late Kalpana Mondal, **(6) SHRI NISHIT MANDAL**, S/o. Late Nil Ratan Mandal and Late Kalpana Mondal, Landowners / Executants / Principals herein, are executing the Registered Power of Attorney upto the period of completion of the project in writing in favour of the Developer / Promoter including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for Developer's Allocation, and for this purpose, we shall hereby appoint, nominate and constitute **RAINBOW CONSTRUCTION**, a Partnership Firm having its Office at Noapara, Arabinda Pally, P.S. Barasat, Dist - North 24 Parganas, represented by its Partners **(1) SHRI PRANAY KUMAR PAL**, S/o. Shri Prabir Kumar Pal, residing at Banamalipur (East), P.O. & P.S. Barasat, Kolkata - 700 124, Dist - North 24 Parganas AND **(2) SHRI TAPAS KUMAR DAS**, S/o. Late Krishnapada Das, residing at Noapara, Arabinda Pally, P.O. & P.S. Barasat, Kolkata - 700 124, Dist - North 24 Parganas, the Developer herein as our constituted Attorneys, to do, act and represent ourselves in our names and on our behalf.

14. NEW BUILDING :

- i. Completion** of Project; The Developer shall at their own costs construct and complete the proposed building with good and standard material as may be specified by the Engineer of the Developer from time to time.

- ii. **Installation of Common Amenities :** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, lift, permanent electric connection from the WBSEDCL and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self contained apartments and constructed for sale of flats therein on ownership basis and as mutually agreed upon.
- iii. **Architect Fees etc. :** All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc. shall be discharged and paid by the Developer and the Landowners shall bear no responsibility in this context.
- iv. **Municipal Tax & Other Taxes of the Property :** The Landowners shall pay and clear up all the arrears on account of Municipal taxes and outgoing of the said property upto the date of this agreement. And after that the Developer will pay / will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation.
- v. From the date of completion and allocation of the floor area between the Landowners and the Developer the Municipal taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Landowner, by the Developer and / or their nominees and the Landowners and / or their nominee / nominees respectively.
- vi. **Upkeep Repair & Maintenance :** Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering

common services to the buyer and occupiers of the said premises or any part or portions thereof.

15. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER :

- i) **Delivery of Possession :** As soon as the building will be completed, the Developer shall give written notice to the Landowners requiring the Landowners to take possession of the Landowners' Allocation in the building and certificate of the Architect/L.B.S or the Municipality being provided to that effect.
- ii) **Payment of Municipal Taxes :** Within 15 days from the receive possession of Landowners' Allocation and at all times there after the Landowners shall be exclusively responsible for payment of all Municipal und property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as 'the said rates') payable in respect of the Landowners' Allocation.
- iii) **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Landowners shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners Association, the maintenance charges for the common facilities in the new building-payable in respect of the Landowners' Allocation.

16. COMMON RESTRICTION :

- i) **Restriction of Landowner and Developer in common :** The Landowner's Allocation in the building shall be subject to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-
 - a) Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor

use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.

- b) Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other in this behalf.
- c) Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed as to terms and conditions on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- d) Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulation.
- e) The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.
- f) No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of

common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.

- g) Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- h) The Landowners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon their Landowners' Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose.

17. LANDOWNER'S OBLIGATION :

No Interference :

The Landowners hereby agrees and covenants with the Developer :
Not to cause any illegal, immoral, unjust, interference or hindrance in the construction of the building by the Developer.

Not to do any act, deed or thing, whereby the Developer may be preventive for selling, assigning and/or disposing of any of the Developer's allocated portion in the building.

Not to let out, grant, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.

That if any disputes will arise regarding the title of the aforesaid landed property, then the Land Owners shall pay the demurrages to the Developer forthwith and this Agreement for Developer shall be treated as cancelled.

18. DEVELOPER'S OBLIGATION :

i) **Time Schedule of Handing Over Landowner's Allocation :**

The Developer hereby agree and covenant with the Landowners to handover landowners' Allocation (more fully described in the **SECOND SCHEDULE** hereunder written within **24 (Twenty four) months** from the date of sanction of building plan and/or within **30 (Thirty) months** from the date of execution / Registration of this Development Agreement whichever is earlier, but it will be extended for any force majeure condition to handover the Landowners' Allocation as described in the **SECOND SCHEDULE** hereunder written.

ii) **Shifting Charges :** That for the period from the day when the owners will vacate the premises till handing over the finished flat to the owners, the Developer shall provide Shifting Charges to the Land Owners within 1 to 7 days in calendar month.

iii) **No Violation :** The Developer hereby agree and covenant with the Landowners :

Not to violate or contravenes any of the provisions of rules applicable to construction of the said building.

Not to do any act, deed or thing, whereby the Landowner is prevented from enjoying, selling, assigning and / or disposing of any Landowner's Allocation in the building at the said premises vice versa.

iv) During the time of construction any accident will occur of the workers in that case the Developer will be liable for the same.

v) **Delivery of possession of Land Owners allocation :** That after completion of the said proposed Multi-Storied Building the Developer shall give the possession together to the Land Owners as well as to their nominated persons or buyers or Purchasers in respect of their share of allocation respectively and also the

Developer shall give the consideration price to the Land Owners at the time of delivery of possession.

19. LANDOWNERS' INDEMNITY :

Indemnity : The Landowners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed.

20. DEVELOPER'S INDEMNITY :

The Developer hereby undertakes to keep the Landowners :
Indemnified against third-party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

21. MISCELLANEOUS :

- i. **Contract Not Partnership :** The Landowners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constituted as a partnership between the Landowners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- ii. **Not specified Premises :** It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners related to which specific provisions may not have been mentioned herein. The Landowners hereby

undertake to do all such legal acts, deeds, matters and things as and when required and the Landowners shall execute any such additional power of attorney and / or authorization as may be required by the Developer for any such purposes and the Landowners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Landowners and/or against the spirit of these presents.

- iii. **Not Responsible :** The Landowners shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Landowners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- iv. **Process of Issuing Notice :** Any notice required to be given by the Developer to the Landowners shall without prejudice to any other mode of service available be deemed to have been served on the Landowners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Landowner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- v. **Formation of Association :** After the completion of the said building and receiving peaceful possession of the allocation, the Landowners hereby agree to abide by all the rules and regulations to be framed by any society / association / holding organization and / or any other organization, who will be in charge of such management of the affairs of the building and /

or common parts thereof and hereby given the consent to abide by such rules and regulations.

- vi. **Name of the Building :** The name of the building shall be decided later on by the Developer.
- vii. **Right to borrow fund :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution without creating any financial liability of the Landowners or effecting their estate and interest in the said premises it being expressly agreed and understood that in no event the Landowners nor any of their estate shall be responsible and / or be made liable for payment of any due to such bank or banks and the Developer shall keep the Landowners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.
- viii. **Documentation :** The Landowners delivered all the Xerox copies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the owners will bound to produce documents in original before any competent authority for inspection and it will be returned to the Landowners after verification.

22. FORCE MAJEURE :

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

23. DISPUTES:

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction,

performance, breach or enforceability of this Agreement **(collectively Disputes)** shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of two arbitrators, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowners in their separate choice.

Place : The place of arbitration shall be Kolkata only.

Binding Effect : The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

24. JURISDICTION :

In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE SCHEDULE ABOVE REFERRED TO **(THE LAND / SAID PREMISES)**

ALL THAT a piece and parcel of land measuring an area of **04 (Four) Cottahs more or less i.e. 06.60 (Six point six zero) Decimals be the same a little more or less** together with an old dilapidated structure measuring 200 Sq.ft. standing thereon lying and situated under MOUZA - NOAPARA, J.L. No. 83, Re.Su. No. 137, Touzi No. 146, Pargana - Anowarpur, comprised in L.O.P. No. 9, in R.S. Khatian No. 1366, appertaining to C.S. & R.S. Dag No. 1182, within the local limits of Barasat Municipality, being Holding No. 1659, Arabinda Pally, in Ward No. 10, P.S.

Barasat, A.D.S.R.O. Kadambagachi, Kolkata - 700 124, Dist - North 24 Parganas, which is butted and bounded by as follows :-

- ON THE NORTH :-** Property of Plot No. 4;
ON THE SOUTH :- 12' ft. Wide Arabinda Pally Road;
ON THE EAST :- Property of Plot No. 8;
ON THE WEST :- Property of Plot No. 10.

THE SECOND SCHEDULE ABOVE REFERRED TO

LAND OWNERS' ALLOCATION : The Landowners hereto in consideration of allowing the Developer to develop their aforesaid landed property as stated in the **FIRST SCHEDULE** herein above by raising the construction of multi storied building over and above the same will be entitled to have the allocation in the manner as follows :-

The Owner's Allocation will be allotted as follows :-

1. That the Land Owners will get the constructed area (including super built up area) as per building sanctioned plan from the said proposed New Multi-Storied building together with undivided proportionate share of land together with all common areas, facilities and common amenities from the Developer / Second Part as their Land Owners' Allocation as follows :-
 - (i) **The LAND OWNER NO. 1 SHRI KAMAL SARKAR** will be entitled to get **one FLAT being No. 2-B on SECOND FLOOR at SOUTH-EAST SIDE measuring 750 Sq.ft. super built up area** consisting of Two Bedrooms, One Dining, One Kitchen, One Toilet and One Balcony **AND one FLAT being No. 3-B on THIRD FLOOR at SOUTH-EAST SIDE measuring 700 Sq.ft. super built up area** consisting of Two Bedrooms, One Dining, One Kitchen, One Toilet and One Balcony **AND One Covered Garage being No. 4 on the GROUND FLOOR at SOUTH-EAST SIDE measuring 150 Sq.ft. super built up area** of the said proposed Multi-Storied (G+3) Building together with undivided proportionate share of land and all common areas, facilities and amenities and common easement right from the Developer as his proportionate share of Land Owner's Allocation.

- (ii) **The LAND OWNER NO. 2 SMT. BHARATI SARKAR** will be entitled to get **one FLAT being No. G-1 on GROUND FLOOR at NORTH-EAST SIDE measuring 700 Sq.ft. super built up area** consisting of Two Bedrooms, One Dining, One Kitchen, One Toilet and One Verandah of the said proposed Multi-Storied (G+3) Building together with undivided proportionate share of land and all common areas, facilities and amenities and common easement right from the Developer as her proportionate share of Land Owner's Allocation.
- (iii) **The LAND OWNER NO. 5 & 6 - SMT. KARUNA SARKHEL and SHRI NISHIT MANDAL**, will be entitled to get **one FLAT being No. G-2 on GROUND FLOOR at NORTH-WEST SIDE measuring 500 Sq.ft. super built up area** consisting of Two Bedrooms, One Dining, One Kitchen, One Toilet and One Verandah of the said proposed Multi-Storied (G+3) Building together with undivided proportionate share of land and all common areas, facilities and amenities and common easement right from the Developer as their proportionate share of Land Owner's Allocation.
- (iv) That save and except above the **Land Owner No. 2, Smt. Bharati Sarkar, the Land Owner No. 3 Smt. Bina Halder and Land Owner No. 4 Smt. Sandhya Gharami** will get Rs. 4,00,000/- (Rupees Four Lakh) only each i.e. a total non-refundable amount of Rs. 12,00,000/- (Rupees Twelve Lakh) only from the Developer as their Land Owners Allocation and out of which the Land Owners have already received an amount of Rs. 4,50,000/- (Rupees Four Lakh fifty thousand) only from the Developer and the Land Owners have also received a sum of Rs. 3,00,000/- (Rupees Three Lakhs) only out of the total balance consideration amount and the Land Owners shall also receive the rest amount of Rs. 4,50,000/- (Rupees Four Lakh

fifty thousand) only from the Developer during the time of Construction of the said proposed Multi-Storied Building part by part.

- (v) That if the Land Owners shall get any shortage area against their actual area of share of allocation then the Developer shall pay the consideration money as per present market rate for the said shortage area and if the Land Owners shall get any excess area against their actual area of share of allocation, then the Land Owners shall pay the consideration money to the Developer as per present market rate for the said excess areas
 - (vi) That for the period from the day when the owners will vacate the premises till handing over the finished flat to the owners, the Developer shall pay the shifting charges to the Land Owners within 1 to 7 days of the calendar month.
2. The remaining constructed area of the said proposed Multi-Storied Building (G+3) will be treated as Developer's Allocation.
 3. That if the Land Owners shall purchase any extra area from the Developer then the Land Owners shall pay to the Developer for such extra area at the present market rate condition.
 4. Later on, after preparation of the Floor Plan, the flats will be demarcated in the Floor Plan, and a copy of the said demarcated Floor Plan will be supplied to the Landowners along with a Supplementary Development Agreement denoting the flats within the purview of the Landowners Allocation.
 5. The existing building will be demolished by the Developer and sale proceeds of its residuals will be taken by the Developer.
 6. The flats will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Developer's Allocation)

DEVELOPER'S ALLOCATION : Shall mean all the remaining constructed area of the entire building (excluding Landowners' Allocation) including the common facilities common parts and common amenities of the buildings and the said property absolutely shall be the property of the Developer after providing the Landowners' Allocation as aforesaid together with the absolute right on the part of the developer to enter into agreement for sale with intending purchaser / purchasers, by and mode of Transfer of Property Act or in any manner may with the same as the absolute owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[SPECIFICATION]

- 1) **STRUCTURE**: Building designed with R.C.C. Frame structure which rest on individual column, design approved by the competent authority.
- 2) **EXTERNAL WALL** : 5" thick brick wall and plastered with cement mortar.
- 3) **INTERNAL WALL** : 5" thick brick wall and plastered with cement mortar.
- 4) **FLOORING** : Flooring is of flat will be of 2' x 2' Floor Tiles.
- 5) **BATH ROOM** : Bath room fitted upto 6' height with glazed tiles of standard brand.
- 6) **KITCHEN** : Cooking platform and sink will be of Black stone 3' height standard tiles above the platform to protect the oil spot.
- 7) **TOILET** : Toilet of Indian type pan / European type commode with standard P.V.C. Cistern. All fittings are in standard type. One wash hand basin is in dining space.

- 8) **DOORS** : Sal Wood Frame. All doors including Main Door & Other door palla of the flat of flash door.
- 9) **WINDOWS** : Alluminium Sliding/Still window.
- 10) **WATER SUPPLY** : Water supply around the clock is assured for which necessary submersible pump/deep tube well will be installed.
- 11) **PLUMBING** : Toilet concealed wiring with PVC Pipe with two bibcock, one shower each in toilet, all fittings are standard quality.
- 12) **VERANDAH** : Verandah grill will provide up to 2'-6" height from 1'-0" top of floor.

ELECTRICAL WORKS :

1. Full concealed wiring with copper conduit.
2. In Bed Room : Two light points, only one 5 amp. plug point, one fan point.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp plug one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point.
6. Verandah : One light point.
7. One light point at main entrance.
8. Calling bell : One calling bell point at the main entrance.
9. One A.C. Point at one Bed Room in each Flat.

PAINTING :

- A) Inside wall of the flat will be finished with Putty and external wall with super snowcem or equivalent.
- B) All door and windows frame painted with two coats white primer.

EXTRA WORK : Any work other their specified above would be regarded as extra work for which separate payment is required.

IN WITNESS WHEREOF the PARTIES above named hereunto have set and subscribed their respective hands, seal and signatures on the day, month and year as first mentioned hereinabove in the presence of the following witnesses :-

Witnesses :-

- | | |
|--|--------------------|
| 1) Bipul Banerjee
K.L. Apartment
Aurobinda Pally
Narayan Barasat
KOL - 124 | 1) Kamal Sarkar |
| 2) Santan Kumar
Aurobinda Pally,
Narayan, Barasat,
Kolkata - 700124 | 2) Bharati Sarkar. |
| | 3) Binu Halder |
| | 4) Arshad Sarkar |
| | 5) Karuna Sarkar |
| | 6) Nishit Mandal |

SIGNATURE OF THE LAND OWNERS

Drafted and prepared by :-

Sourish Kumar Biswas
(Sourish Kumar Biswas)

Advocate,

Enrolment No. WB/405/2006

Judges' Court, Barasat,

Dist - North 24 Parganas,

Kolkata - 700 124

Computer type by :-

Rana Dey
(Rana Dey, Barasat)

RAINBOW CONSTRUCTION

Pranay K. Pal

Partner

RAINBOW CONSTRUCTION

Fajon K. Das

Partner

SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

RECEIVED of and from within named Developer within mentioned a sum of **Rs. 7,50,000/- (Rupees Seven Lakh fifty thousand)** only as part payment out of total amount of Rs. 12,00,000/- (Rupees Twelve Lakh) only as per memo given below :-

1) By Cheque No. 045452 dated 09/07/2020 Drawn on Union Bank of India, Krishnanagar Road, Barasat	Rs. 50,000.00
2) By Cheque No. 045453 dated 09/07/2020 Drawn on Union Bank of India, Krishnanagar Road, Barasat	Rs. 2,00,000.00
3) By Cheque No. 045454 dated 09/07/2020 Drawn on Union Bank of India, Krishnanagar Road, Barasat	Rs. 2,00,000.00
4) By Cheque No. 068551 dated 29/06/2022 Drawn on Union Bank of India, Krishnanagar Road, Barasat	Rs. 50,000.00
5) By Cheque No. 068552 dated 29/06/2022 Drawn on Union Bank of India, Krishnanagar Road, Barasat	Rs. 50,000.00
6) By Cheque No. 068553 dated 29/06/2022 Drawn on Union Bank of India, Krishnanagar Road, Barasat	Rs. 2,00,000.00
	----- Rs. 7,50,000.00 =====

(Rupees Seven Lakh fifty thousand) only.

Witnesses :-

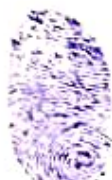
1) Bipul Banerji
K.L. Appart Ment
Aurobinda pally
Nua Para, Barasat
KOL-124

2) Santanu Baner
Aurobinda pally,
Nua Para, Barasat
Kolkata - 700124

1) Kamal Sarkar
2) Bhupati Sarkar
3) Binit Halder
4) Satish Sarkar
5) Karna Sarkar
6) Nishit Mandal
SIGNATURE OF THE LAND OWNERS

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name : KAMAL SARKAR.

LITTLE	RING	MIDDLE	FORE	THUMB	 <u>Kamal Sarkar</u>
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

Kamal Sarkar
Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name : BHARATI SARKAR

LITTLE	RING	MIDDLE	FORE	THUMB	 <u>Bharati Sarkar</u>
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

All the above fingerprints are of the above named person and attested by the said person.

Bharati Sarkar
Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name : BINA HALDAR

LITTLE	RING	MIDDLE	FORE	THUMB	
					বাম হাত 
THUMB	FORE	MIDDLE	RING	LITTLE	
					ডান হাত

Bina Haldar
Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name : SANDHYA GHARAMI

LITTLE	RING	MIDDLE	FORE	THUMB	
					বাম হাত 
THUMB	FORE	MIDDLE	RING	LITTLE	
					ডান হাত

Sandhya Gharami

All the above fingerprints are of the above named person and attested by the said person.

Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name : KARUNA SARKHEL

LITTLE	RING	MIDDLE	FORE	THUMB	 বাম হাত ডান হাত
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

Karuna Sarkhel

Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name : NISHIT MANDAL

LITTLE	RING	MIDDLE	FORE	THUMB	 বাম হাত
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

All the above fingerprints are of the above named person and attested by the said person.

Nishit Mandal

Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name : PRANAY KUMAR PAL

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  Pranay Kumar Pal
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

Pranay Kumar Pal
Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name : TAPAS KUMAR DAS

LITTLE	RING	MIDDLE	FORE	THUMB	বাম হাত  Tapas Kumar Das
					
THUMB	FORE	MIDDLE	RING	LITTLE	
					

All the above fingerprints are of the above named person and attested by the said person.

Tapas Kumar Das
Signature of the Presentant

N.B. : L.H. = Left hand finger prints & R.H. = Right hand finger prints.



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN: 192022230061202941 Payment Mode: Online Payment
GRN Date: 28/06/2022 17:44:05 Bank/Gateway: State Bank of India
BRN : CKU0592232 BRN Date: 28/06/2022 17:45:12
Payment Status: Successful Payment Ref. No: 2001956446/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Rainbow Construction
Address: Arabinda Pally, PO-Barasat, Pin-700124
Mobile: 9830448252
Depositor Status: Buyer/Claimants
Query No: 2001956446
Applicant's Name: Mr Sanjit Kumar Ghosh
Identification No: 2001956446/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001956446/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	21
2	2001956446/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	4521
Total				4542

IN WORDS: FOUR THOUSAND FIVE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

Deed No :	I-1502-03401/2022	Date of Registration	29/06/2022
Query No / Year	1502-2001956446/2022	Office where deed is registered	
Query Date	28/06/2022 12:26:33 PM	D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	Sanjit Kumar Ghosh Thana : Barasat, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9830448252, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4306] Other than Immovable Property, Sale [Rs : 9,60,000/-], [4311] Other than Immovable Property, Receipt [Rs : 7,50,000/-]		
Set Forth value	Market Value		
Rs. 12,00,000/-	Rs. 27,26,996/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 33,821/- (Article:48(g))	Rs. 17,153/- (Article:E, E, A(1))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

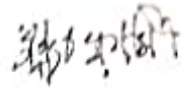
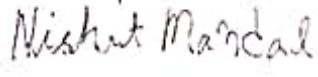
Land Details :

District: North 24-Parganas, P.S:- Barasat, Municipality: BARASAT, Road: Arabinda Pally Road, Mouza: Napara, , Warc No: 10, Holding No:1659 JI No: 83, Pin Code : 700124

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1182	RS-1366	Bastu	Bastu	4 Katha	11,50,000/-	25,91,996/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road.
Grand Total :					6.6Dec	11,50,000 /-	25,91,996 /-	

Structure Details :

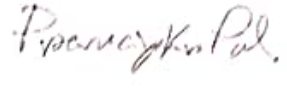
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	50,000/-	1,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor :200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		200 sq ft	50,000 /-	1,35,000 /-	

Name	Photo	Finger Print	Signature
Smt Sandhya Gharami Wife of Shri Mahadeb Gharami Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office	 29/06/2022	 LTI 29/06/2022	 29/06/2022
Sitagachhi, Mathurapur, City:- , P.O:- Mathurapur, P.S:-Mathurapur, District:-South24-Parganas, West Bengal, India, PIN:- 743354 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: dixxxxxx7h, Aadhaar No: 90xxxxxxxx5818, Status :Individual, Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office			
Smt Karuna Sarkhel Wife of Shri Rajib Sarkhel Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office	 29/06/2022	 LTI 29/06/2022	 29/06/2022
Arabinda Pally, Noapara, City:- , P.O:- Barasat, P.S:-Barasat, District:-North24-Parganas, West Bengal, India, PIN:- 700124 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: lqxxxxxx5h, Aadhaar No: 73xxxxxxxx5990, Status :Individual, Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office			
Shri Nishit Mandal Son of Late Nil Ranjan Mandal Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office	 29/06/2022	 LTI 29/06/2022	 29/06/2022
Arabinda Pally, Noapara, City:- , P.O:- Barasat, P.S:-Barasat, District:-North24-Parganas, West Bengal, India, PIN:- 700124 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: efxxxxxx8n, Aadhaar No: 95xxxxxxxx5274, Status :Individual, Executed by: Self, Date of Execution: 29/06/2022 , Admitted by: Self, Date of Admission: 29/06/2022 ,Place : Office			

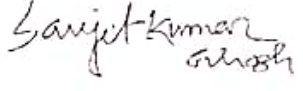
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Rainbow Construction Arabinda Pally, City:- , P.O:- Barasat, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124 , PAN No.: aaxxxxxx5n,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature			
1	Name Shri Pranay Kumar Pal (Presentant) Son of Shri Prabir Kumar Pal Date of Execution - 29/06/2022, , Admitted by: Self, Date of Admission: 29/06/2022, Place of Admission of Execution: Office	Photo  Jun 29 2022 5:23PM	Finger Print  LTI 29/06/2022	Signature  29/06/2022
Banamalipur (east), City:- , P.O:- Barasat, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India PIN:- 700124, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: bbxxxxxx6l, Aadhaar No: 64xxxxxxxx2580 Status : Representative, Representative of : Rainbow Construction (as Partner)				
2	Name Shri Tapas Kumar Das Son of Late Krishnapada Das Date of Execution - 29/06/2022, , Admitted by: Self, Date of Admission: 29/06/2022, Place of Admission of Execution: Office	Photo  Jun 29 2022 5:23PM	Finger Print  LTI 29/06/2022	Signature  29/06/2022
Arabinda Pally, City:- , P.O:- Barasat, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: aixxxxxx2k, Aadhaar No: 62xxxxxxxx1728 Status : Representative, Representative of : Rainbow Construction (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Sanjit Kumar Ghosh Son of Amritlal Ghosh Barasat Court, City:- , P.O:- Barasat, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124	 29/06/2022	 29/06/2022	 29/06/2022
Identifier Of Shri Kamal Sarkar, Smt Bharati Sarkar, Smt Bina Halder, Smt Sandhya Gharami, Smt Karuna Sarkhel, Shri Nishit Mandal, Shri Pranay Kumar Pal, Shri Tapas Kumar Das			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Kamal Sarkar	Rainbow Construction-1.1 Dec
2	Smt Bharati Sarkar	Rainbow Construction-1.1 Dec
3	Smt Bina Haldar	Rainbow Construction-1.1 Dec
4	Smt Sandhya Gharami	Rainbow Construction-1.1 Dec
5	Smt Karuna Sarkhel	Rainbow Construction-1.1 Dec
6	Shri Nishit Mandal	Rainbow Construction-1.1 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Kamal Sarkar	Rainbow Construction-33.33333300 Sq Ft
2	Smt Bharati Sarkar	Rainbow Construction-33.33333300 Sq Ft
3	Smt Bina Haldar	Rainbow Construction-33.33333300 Sq Ft
4	Smt Sandhya Gharami	Rainbow Construction-33.33333300 Sq Ft
5	Smt Karuna Sarkhel	Rainbow Construction-33.33333300 Sq Ft
6	Shri Nishit Mandal	Rainbow Construction-33.33333300 Sq Ft

On 29-06-2022

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 14.00 hrs on 29-06-2022, at the Office of the D S R - II NORTH 24 PARGANAS by Shri Pranay Kumar Pal ,

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 27,26,996/-

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

Execution is admitted on 29/06/2022 by 1. Shri Kamal Sarkar, Son of Late Kumud Ranjan Sarkar, Maa Sarada Road, Arabinda Pally, P.O: Barasat, Thana: Barasat, , North 24 Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by Profession Others, 2. Smt Bharati Sarkar, Wife of Late Amal Sarkar, Maa Sarada Road, Arabinda Pally, P.O: Barasat, Thana: Barasat, , North 24 Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by Profession House wife, 3. Smt Bina Haldar, Wife of Shri Ananda Haldar, Jwalani Para, Ektara Usthi, P.O: Hatuganj, Thana: Usthi, , South 24-Parganas, WEST BENGAL, India, PIN - 743332, by caste Hindu, by Profession House wife, 4. Smt Sandhya Gharami, Wife of Shri Mahadeb Gharami, Sitagachhi, Mathurapur, P.O: Mathurapur, Thana: Mathurapur, , South 24-Parganas, WEST BENGAL, India, PIN - 743354, by caste Hindu, by Profession House wife, 5. Smt Karuna Sarkhel, Wife of Shri Rajib Sarkhel, Arabinda Pally, Noapara, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by Profession House wife, 6. Shri Nishit Mandal, Son of Late Nil Ranjan Mandal, Arabinda Pally, Noapara, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by Profession Business

Indetified by Sanjit Kumar Ghosh, , , Son of Amritlal Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 29-06-2022 by Shri Pranay Kumar Pal, Partner, Rainbow Construction (Partnership Firm), Arabinda Pally, City:- , P.O:- Barasat, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124

Indetified by Sanjit Kumar Ghosh, , , Son of Amritlal Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Execution is admitted on 29-06-2022 by Shri Tapas Kumar Das, Partner, Rainbow Construction (Partnership Firm), Arabinda Pally, City:- , P.O:- Barasat, P.S:-Barasat, District:-North 24-Parganas, West Bengal, India, PIN:- 700124

Indetified by Sanjit Kumar Ghosh, , , Son of Amritlal Ghosh, Barasat Court, P.O: Barasat, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 17,153/- (A(1) = Rs 9,600/- ,B = Rs 7,500/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 17,121/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 28/06/2022 5:45PM with Govt. Ref. No: 192022230061202941 on 28-06-2022, Amount Rs: 4,521/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKU0592232 on 28-06-2022, Head of Account 0030-03-104-001-16

Online on 29/06/2022 4:33PM with Govt. Ref. No: 192022230062164181 on 29-06-2022, Amount Rs: 12,600/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKU0667100 on 29-06-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 33,821/- and Stamp Duty paid by Stamp Rs 5,000/-
by online = Rs 28,821/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 9015, Amount: Rs.5,000/-, Date of Purchase: 28/06/2022, Vendor name: Haran Ch Sadhu

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 28/06/2022 5:45PM with Govt. Ref. No: 192022230061202941 on 28-06-2022, Amount Rs: 21/-, Bank:

State Bank of India (SBIN0000001), Ref. No. CKU0592232 on 28-06-2022, Head of Account 0030-02-103-003-02

Online on 29/06/2022 4:33PM with Govt. Ref. No: 192022230062164181 on 29-06-2022, Amount Rs: 28,800/-, Bank:

State Bank of India (SBIN0000001), Ref. No. CKU0667100 on 29-06-2022, Head of Account 0030-02-103-003-02



Amitava Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-
PARGANAS
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1502-2022, Page from 104576 to 104622
being No 150203401 for the year 2022.



Digitally signed by AMITAVA DATTA
Date: 2022.06.30 18:45:35 +05:30
Reason: Digital Signing of Deed.

(Amitava Dutta) 2022/06/30 06:45:35 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)