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0 5 OCT 2020

DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT is made on this the 5 15 day of October 2020;

BETWEEN

সোনা দী স্ট্যাম্প ভেডার হাওড়া সিঞ্জিল কোট

Debline chowdhay
Advocate
Judges' court, Howeal

Additional District Sub-Registrar Howah,

0 5 OCT 2000

(1) SMT. MALYASRI KUNDU (PAN-AOFPK6990L) (Aadhaar No. 231921887213) wife of Sri Debabrata Kundu, by faith- Hindu, by occupation - Business, Nationality - Indian, (2) SRI ARKABRATA KUNDU (PAN-CBZPK5341J) (Aadhaar No. 236694333322), son of Sri Debabrata Kundu, by faith- Hindu, by occupation - Professional Service, Nationality - Indian, both 1 & 2 residing at 74 & 78, Sahid Khudiram Bose Sarani, 1st Bye Lane, Ichapur Shiyaldanga, P.S. Dasnagar, District - Howrah -711104, (3) SMT. MANJU DEVI GUPTA (PAN-AMIPG8046N) (Aadhaar No.2747 8768 5038) widow of Late Ajay Kumar Gupta, by faith- Hindu, by occupation -Business, Nationality - Indian, residing at 120, Sree Arabinda Road, P.O. Salkia, P.S. Golabari, District - Howrah-711106, hereinafter referred to as the OWNERS/ VENDORS (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) of the party of the FIRST PART.

AND

M/S. B. L. ASSOCIATES (PAN NO.AAKFB3213A) a Partnership Firm under the Indian Partnership Act 1932 having its office at 120,



Additional District Sub-Registra-Howreh

g E OCT 2020

Sree Arabinda Road, P.O. Salkia, Police Station- Golabari, District-Howrah- 711106, represented by its Partners (1) SRI KUSHAL KUMAR GUPTA, (PAN NO.AMBPG7890B), (Aadhaar No. 4216 4100 4194) (2) SRI ROHIT KUMAR GUPTA, (PAN NO.AQXPG1322L) (Aadhar No. 6803 6579 6812) both are son's of Late Ajay Kumar Gupta, both by faith Hindu, by occupation Business, Nationality Indian, both are residing at 120, Sree Arabinda Road, P.O. Salkia, P.S. Golabari, District Howrah - 711106, hereinafter referred to as the DEVELOPER/ PROMOTER (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, administrators, successors, legal representatives and assigns) of the Party of the SECOND PART.

WHEREAS ALL THAT piece and parcel of undivided 1/6th share measuring about 6 (six) Katha makorari mourasi bastu land with 150 sq. ft. R.T. structure with all rights of easements and privileges out of 38 (Thirty Eight) Katha with structure comprised in part of holding No.19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District – Howrah -711101 (corresponding to Mouza Bantra, J.L. No.1, Block Howrah Town Survey L.R. Dag No.130, 131, 132,

133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154 and 287 within P.S. Bantra, District – Howrah-711101 under Ward No. 23 of Howrah Municipal Corporation) which is more fully and particularly described in Schedule –D hereunder written is the subject matter of Development Agreement.

AND WHEREAS one Amulya Charan Kundu and Kunja Behari Kundu, both son's of Late Lal Chand Kundu were the Joint owners and occupiers in respect of all that piece and parcel of makorari mourasi bastu land measuring about more or less 2 (Two) Bigha 10 (Ten) Katha 3 (Three) sq. ft. with structure standing thereon with all right, title, interest together with all rights of easements and privileges comprised in holding No. 19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District – Howrah - 711101 by virtue of one registered Deed of Conveyance which was registered in the office of the Sub-Registrar Howrah and recorded as Book No.I, Volume No.34, pages from 40 to 46 Being No.1250 for the year 1906 dated 18.07.1906 corresponding to 2nd day of Sraban 1313 B.S. from Narendra Nath Mukhopadhyay.

AND WHEREAS by virtue of the aforesaid registered Deed of Conveyance said Amulya Charan Kundu and Kunja Behari Kundu, became the joint owners and occupiers in respect of all that piece and parcel of makorari mourasi bastu land measuring about 2 (Two) Bighas 10 (Ten) Katha 3 (Three) sq. ft. but by actual physical possation of the property measuring about 1 (One) Bigha 17 (Seventeen) Katha 11 (Eleven) Chhattak 30 (Thirty) sq. ft. with structure comprised in holding No. 19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District - Howrah-711101 (corresponding to Mouza Bantra, J.L. No.1, Block Howrah Town Survey L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154 and 287 within P.S. Bantra, District - Howrah-711101 under Ward No.23 of Howrah Municipal Corporation) and each having their equal undivided ½ (half) share of the same and mutate their name in the ROR as well as in the Howrah Municipal Corporation and enjoying the same by paying taxes and cesses with competent authority, without interference of anybody else.

AND WHEREAS said Amulya Charan Kundu and Kunja Behari Kundu while in joint possession of the said property one of the coowner Amulya Charan Kundu died intestate on December 1961 leaving behind his three sons namely Tustu Behari Kundu, Shibadas Kundu and Kanailal Kundu, the only legal heirs who inherited the undivided 1/2 (half) share of the said property and each having their undivided 1/6th equal share of the said property.

AND WHEREAS another co-owner namely Kunja Behari Kundu was the owner of undivided ½ (half) share of the said property while in joint possession died intestate on leaving behind his three sons namely Bata Krishna Kundu, Sudarshan Chandra Kundu and Netai Charan Kundu, the only legal heirs who jointly inherited the undivided 1/2 (half) share of the said property and each having their undivided 1/6th share of the said property.

AND WHEREAS all the legal heirs of Tustu Behari Kundu since deceased, Shibadas Kundu since deceased Kanailal Kundu since deceased Bata Krishna Kundu since deceased, Sudarshan Chandra Kundu since deceased save and except the legal heirs of Netai Charan Kundu since deceased jointly enter into one Development Agreement with regard to undivided 5/6th share of the said property measuring about 1 (One) Bigha 11 (Eleven) Katha 7 (Seven)

Chhattak 30 (Thirty) sq. ft. mokorari mourasi bastu land with structure out of 1 (One) Bigha 17 (Seventeen) Katha 7 (Seven) Katha 30 (Thirty) sq. ft. mokorari mourasi bastu land with structure with the Developer M/s. B. L. Associates which was registered in the office of the A.D.S.R. Howrah and recorded as Book No.I, Volume No.0502-2018, pages from, 216067 to 216208 Being No.050206596 for the year 2018 dated 22.08.2018 in the said office.

AND WHEREAS another co-owner Netai Charan Kundu was the owner of undivided 1/6th share measuring about 6 (Six) Katha makorari mourasi bastu land with structure standing with all right title interest together with all rights of easements and privileges comprised in holding No. 19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District - Howrah-711101 (corresponding to Mouza Bantra, J.L. No.1, Block Howrah Town Survey L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154 and 287 within P.S. Bantra, District - Howrah - 711101 under Ward No. 23 at Howrah Municipal Corporation.

AND WHEREAS said Netai Charan Kundu while in possession of undivided 1/6th share of the said property died intestate on

09.02.1988 leaving behind his widow Smt. Madhubala Kundu and two daughters namely Smt. Saraswati Dey and Smt. Laxmi Dey, the only legal heirs who jointly inherited the undivided 1/6th share of the said property left by the deceased Netai Charan Kundu and each having their equal undivided 1/18th share of the said property and enjoying the same along with other co-owners without interference of any body else.

AND WHEREAS said Smt. Madhubala Kundu, Smt. Saraswati Dey and Smt. Laxmi Dey while in joint possession of the said property due to urgent need of money sell out the undivided 1/6th share measuring about 6 Katha with structure standing thereon comprised in holding No. 19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District - Howrah-711101 (corresponding to Mouza Bantra, J.L. No.1, Block Howrah Town Survey L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154 and 287 within P.S. Bantra, District - Howrah - 711101 under Ward No. 23 of Howrah Municipal Corporation in favour of (i) Smt. Supriya Karar, daughter of Sri Bhabani Prasad Karar, (ii) Sri Pradip Mondal, son of Sri Badal Chandra Mondal, and (iii) Smt. Karabi Khan, wife of Bhabani

Shankar Khan by executing one registered Deed of Sale which was registered in the office of Additional District Sub-Registrar Howrah and recorded as Book No. I, CD Volume No.35, Pages from 40 to 46, Being No.03 for the year 1998 in the said office.

AND WHEREAS by virtue of said registered Deed of Sale Smt. Supriya Karar, Sri Pradip Mondal and Smt. Karabi Khan became the joint owners of undivided 1/6th share measuring about 6 (Six) Katha and each having their equal undivided 1/18th share of the same and enjoying the same jointly.

AND WHEREAS said Smt. Supriya Karar, Sri Pradip Mondal and Smt. Karabi Khan while in joint possession of the said property one of the co-owner Smt. Karabi Khan sold out her undivided 1/18th share measuring about 2 (Two) Katha makorari mourasi bastu land with 50 sq. ft. R.T. Structure standing thereon out of undivided 1/6th share of the said property comprised in part holding No. 19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District – Howrah - 711101 (corresponding to Mouza Bantra, J.L. No.1, Block Howrah Town Survey L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154 and 287

within P.S. Bantra, District – Howrah -711101 under Ward No. 23 of Howrah Municipal Corporation in favour of Smt. Malyasri Kundu by executing one registered Deed of Conveyance which was registered in the office of the A.D.S.R. Howrah and recorded as Book No.I, Volume No.0502-2018 pages from 309887 to 309915 Being No. 050209386 for the year 2018 dated 30.11.2018 in the said office which is more fully and particularly described in the Schedule- A hereunder written.

and whereas another co-owner Smt. Supriya Polley (Karar) sold out her undivided 1/18th share measuring about 2 (Two) Katha makorari mourasi bastu land with 50 sq. ft. R.T. structure out of undivided 1/18th share of the said property comprised in part of holding No. 19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District – Howrah – 711101 (corresponding to Mouza Bantra, J.L. No.1, Block Howrah Town Survey L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No. 17, 120, 154 and 287 within P.S. Bantra, District – Howrah – 711101 under Ward No. 23 of Howrah Municipal Corporation in favour of Sri Arkabrata Kundu by executing one Registered Deed of Conveyance which was registered in the office of the A.D.S.R.

Howrah and recorded as Book No. I, Volume No.0502-2018 pages from 309916 to 309944 Being No. 050209387 for the year 2018 dated 30.11.2018 in the said office which is more fully and particularly described in the Schedule - B hereunder written.

AND WHEREAS another co-owner Pradip Mondal sold out his undivided 1/18th share measuring about 2 (Two) Katha makorari mourasi bastu land with 50 sq. ft. R.T. Structure out of undivided 1/6th share of the said property comprised in part of holding No. 19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District -Howrah-711101 (corresponding to Mouza Bantra, J.L. No.1, Block Howrah Town Survey L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154 and 287 within P.S. Bantra, District - Howrah -711101 under Ward No. 23 of Howrah Municipal Corporation in favour of Smt. Manju Devi Gupta by executing one Registered Deed of Conveyance which was registered in the office of the A.D.S.R. Howrah and recorded as Book No.I, Volume No.0502-2019 pages from 327197 to 327228 Being No.050209407 for the year 2019 dated 02.12.2019 in the said office which is more fully and particularly described in the Schedule -C hereunder written.

AND WHEREAS by virtue of aforesaid Three Separate registered Deed of Conveyance Smt. Malyasri Kundu, Sri Arkabrata Kundu and Smt. Manju Devi Gupta became the joint owner of 1/6th share measuring about 6 (Six) Katha makorari mourasi bastu land with 150 sq. ft. R.T. structure with all right, title, interest together with all rights of easements and privileges comprised in holding No. 19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District – Howrah - 711101 (corresponding to Mouza Bantra, J.L. No. 1, Block Howrah Town Survey L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No. 17, 120, 154 and 287 within P.S. Bantra, District – Howrah-711101 under Ward No. 23 of Howrah Municipal Corporation which is more fully and particularly described in the Schedule - D hereunder written each having this undivided 1/18 share or 2 (Two) katha of the same.

AND WHEREAS owners herein for the purpose of better enjoyment of the Schedule - D below property desired to construct multi-storied building on the Schedule - D below property but due to insufficient fund and inexperience of building construction unable to construct multi-storied building as such the owners herein were

in search of well experience Promoter/ Developer who will construct the multi-storied building on the Schedule - D below property.

AND WHEREAS the Developer approached the owners with on offer to construct the multi storied building on the Schedule –D below property on the basis of 60:40 ratio wherein the Developer will get 60% constructed area and owners will get 40% constructed area of the multi storied building which is more fully and particularly described in the Schedule - E and F hereunder written.

AND WHEREAS it has been agreed by and between the parties that the Developer will keep the total refundable, interest free security deposit of Rs.30,000/- (Rupees Thirty Thousand) only out of which Smt. Malyasri Kundu, Sri Arkabrata Kundu and Smt. Manju Devi Gupta each will keep Rs.10,000/- respectively at the time of execution and registration of Development Agreement and Development Power of Attorney.

AND WHEREAS the Owners agreed with the proposal of the Developer and enter into this Development Agreement under the

terms and conditions as hereunder written to avoid future complications.

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

ARTICLE-1

DEFINITIONS

In this agreement the following terms and conditions unless which contrary to the context mean and include the following:-

1.1 SAID PROPERTY: shall mean Mokarari Mourasi Bastu land containing an area measuring about 6 (Six) Katha with 150 sq. ft. dilapidated R.T. Structure standing thereon out of 1 (One) Bigha 17 (Seventeen) Katha 11 (Eleven) chhattak 30 (Thirty) sq. ft. together with all right, title, interest together with all rights of easements and privileges, comprised within Howrah Municipal Corporation Premises No. 19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District – Howrah - 711101 corresponding to Mouza Bantra, J.L. No.1, Block Howrah Town Survey L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154

and 287 within P.S. Bantra, District - Howrah - 711101 under Ward No. 23 of Howrah Municipal Corporation within the jurisdiction of the District Registration Office and Additional District Sub - Registrar Office Howrah which is more fully described in the Schedule 'D' hereunder written.

- 1.2 OWNERS: shall mean Smt. Malyasri Kundu, Sri Arkabrata Kundu and Smt. Manju Devi Gupta including their legal heirs, executors, administrators, legal representatives and assigns.
- 1.3 DEVELOPER: shall mean M/S. B. L. ASSOCIATES a Partnership firm, Governed under the Indian Partnership Act, 1932 being represented by its Partners Sri Kushal Kumar Gupta and Sri Rohit Kumar Gupta including his legal heirs, executors, administrators, legal representatives and assigns.
- 1.4 SALEABLE SPACE: shall mean the space in the building available for independent use and occupation after maintaining due provision for common facilities and the space required thereof.

- 1.5 ARCHITECT: shall mean any person or persons or firms who will be appointed or nominated by the developer as architect of the building.
- 1.6 THE UNIT: shall mean the partly or wholly constructed flat / apartment/shop in the building (which is agreed to be completed by the Second Party/Developer) and also include a proportionate share of land and in the common portions of the said property and structure whatever the case may be.
- 1.7 BUILDING: shall mean the building to be constructed on the Schedule - D below property in accordance with the building plan to be sanctioned by the authority of Howrah Municipal Corporation at the cost of the Developer or any other Competent Authority.
- PROPORATIONATE OR PROPORATIONATE PORTION OR
 PROPORATIONATELY: shall mean the ratio between the
 built up area of the unit and the total saleable portion within
 the said property which are the undivided share in the land
 comprised in the premises held by the Owners/ Landlords.

- 1.9 COMMON AREA: shall mean the area of the lobbies, stair case, landing, open space, outer wall between newly constructed building other portions of the buildings intended or required for ingress and egress from any portion/ flat or for providing free access to such portions/flat for the use of the Owner of the flat/shop/room, meter, water pump room, underground reservoir etc. as per sanctioned building plan or plans and specification of H.M.C.
- 1.10 COMMON FACILITIES AND AMENITIES: shall include lift (if necessary) corridors, stair-case, stair ways of all sides including open space, ways, water pump, overhead tank and the right to use the roof by the flat purchasers for installation of overhead tanks, T.V. antenna or any daily necessary purposes and such other facilities which may be mutually agreed to by and between the parties and required for the location, free enjoyment maintenance upkeep and/or proper management of the building.
- 1.11 COMMON PORTIONS: shall mean the common installation in the building for common use and utility i.e.; plumbing,

electrical wiring, drainage and other installations, fittings, fixtures etc. which are not exclusive or any portion/flat and which are specified as common by the Developer.

- 1.12 OWNER'S ALLOCATIONS: shall mean 40% saleable area of the Multi Storied building to be allocated to the Owner in the new building which will be constructed, erected and completed by the Developer by and under these presents for the consideration for permitting the Developer to develop the said premises and commercially exploit the same.
- 1.13 SECURITY DEPOSIT: The parties herein agreed that the Developer shall pay a total sum of Rs.30,000/- (Rupees Thirty Thousand) only out of which Smt. Malyasri Kundu, Sri Arkabrata Kundu and Smt. Manju Devi Gupta each will keep Rs.10,000/- respectively at the time of execution and registration of Development Agreement and Development Power of Attorney either by cheque or by cash only towards interest free refundable or adjustable amount in the newly constructed allocated area of Owner as security money in lieu of the handing over possession of the said premises to the

Developer for the purpose of construction of the purposed building at the said premises in accordance with the plan sanctioned by the Howrah Municipal Corporation and aforesaid Security Deposit will be refunded/or adjusted by the owner to the developer simultaneously with the handing over the vacant possession of the owner's allocation to the owner.

- 1.14 DEVELOPER' ALLOCATION: shall mean rest of the area i.e. 60% saleable area out of total construction area within the proposed new building after deducting the Owners said allocation to be constructed in the said premises together with right, interest in the common facilities and amenities together with common right for sale, transfer, lease of in any way and to deal with the same without affecting/encumbering the Owner' allocated area.
- 1.15 TRANSFEREE: shall mean the person or persons, firm, limited company or Association of persons to whom any space in the building shall be transferred belonging to the Developer' Allocation.

- 1.16 WORD IMPORTING SINGULAR: shall include plural and vice versa.
- 1.17 WORD IMPORTING MASCULAR GENDER: shall include feminine and neutral genders, likewise other words importing feminine genders shall mean and include masculine and neutral genders and similarly words importing neutral gender shall include masculine and feminine genders.
- Agreement has been executed shall mean and include the date on which the Owner have handed over the possession of the property to the Developer for doing necessary initial work like taking measurement, soil test, mutation BL & LRO, H.M.C payment of taxes, cesses etc. And also for starting the construction work at the said property on the basis of the sanctioned plan, but the deliver of the physical vacant possession for construction will be deemed to have been delivered to start construction as per sanction plan. But however it is agreed that the developer shall give or shall handover the possession of the newly constructed area of the

Owner's allocation, as mentioned above to the Owner's by the Developer within 72 Months approx from the date of this agreement or 60 months from the date of sanctioned plan obtained from the H.M.C., whichever is earlier provided a peaceful vacant possession of the land will be given by the owner to the Developer within 3 months from the date of the Agreement. The time of performance of these presents shall be the essence of the contract. However, the above time limit will be extended for the delay in handing over the peaceful possession of the vacant land and/or delay in clearance of title of ownership, if any.

1.19 STATUTE PORTION: shall mean and include the portion which is to be allocated in favour of the Developer by this presents.

ARTICLE - II

COMMENCEMENTS AND FILED OF THIS AGREEMENT

2.1 This agreement shall come into effect automatically and immediately on execution of these presents by and between the parties hereto.

ARTICLE - III

OWNER'S RIGHTS ,OBLIGATIONS AND RESPONSIBILITIES

- 3.1 This owners are seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of 6 Katha, out of 38 Katha comprised in part of the said premises No. 19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District Howrah 711101 corresponding to Mouza Bantra, J.L. No.1, Block Howrah Town Survey L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No. 17, 120, 154 and 287 within P.S. Bantra, District Howrah 711101 under Ward No. 23 of Howrah Municipal Corporation.
- 3.2 The owners have absolute right and authority to develop the said Premises/ part of land which is in their absolute occupation.
- 3.3 The said property is free from all encumbrances, charges, liens, impendence attachments, trusts whatsoever or howsoever excepting Licensee or Tenant who is in occupation of a portion of land within said property which will be vacated by the owners as and when required by the Developer.

- 3.4 There is no bar, for the parties to obtain the Certificate of the Income Tax Act, 1961 or other consents and permissions those may be required in dealing with the said premises in any manner whatsoever.
- 3.5 That the total area of the said property is 6 (Six) Katha out of 1 (One) Bigha 17 (Seventeen) Katha 11 (Eleven) Chhattak 30 (thirty) sq. ft. a little more or less. Comprised in Holding No. 19, Kantapukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District Howrah 711101 corresponding to Mouza Bantra, J.L. No.1, Block Howrah Town Survey L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154 and 287 within P.S. Bantra, District Howrah 711101 under Ward No. 23 of Howrah Municipal Corporation.
- 3.6 That the Owner' simultaneously shall execute a Registered Deed of Development Power of Attorney in favour of the Second Party/Developer, whereby the land Owner give the Developer/Second party all the powers required for the purpose of making all arrangements for getting permissions

from the competent authority for making such construction on its own risk and cost as well as the power to negotiate for and make register deeds, documents, whatsoever required in respect of Owner's portion i.e. to say upto the limit of such constructed area, as stated in Clause 1.12 along with undivided proportionate, impartible share of land and interest whatsoever required in respect of Owner's portion for such constructed area without any interference or obstruction of the Owner's other than for breach of Contract.

- 3.7 That the Owners undertake to co-operate with developer in the matter to get building constructed smoothly.
- 3.8 All outgoings including Howrah Municipal Corporation taxes, duties, impositions, including bank loan, in respect of the said property upto the date of this agreement shall be paid by the Owners or any other outside liability/dispute will be solved by the owners, out of sales proceed of the Trees, debris of the existing construction.

- 3.9 The Owners hereby grant subject to what has been herein above provided the exclusive right to the Developer to build, construct/erect and complete the Owner's said allocated area within said multi storied building in the said premises and the entire building shall be completed within 72 Month or 6 (Six) years from the date of this agreement or 60 months or 5 (five) years from the date of sanction building plan by H.M.C., whichever is earlier unless prevented by the circumstances beyond the control of the developer and/or if any civil dispute will not arise either civil or criminal or any competent Authority or Local Bodies.
- 3.10 In addition to the portion of the building in the Owners' allocation, the Owners shall have the exclusive right, title and interest in respect of the roof of the said building/s irrespective of Owners' allocation or Developer's allocation, whereas the proposed purchasers of the Developer/Owner' allocated area shall have right to use the roof for purpose of repairing the overhead tank, T.V. antenna, or enjoying common facilities, if any.

- 3.11 Subsequently, if any claim arises from any corner relating to the period prior to the date of handing over the possession of the property to the Developer, then the Owners shall be liable in respect of such claim and to settle the dispute as earliest as possible as the Developer shall have not to suffer any damage.
- 3.12 That it is the full responsibility of the Owner to procure or obtain NOC from the tenants, if any, for smooth running of the construction work on the Schedule - D below property.
- 3.13 That the Developer shall keep the owner fully indemnified against harmless from all losses and damages, charges, expenses, claims, proceedings in relation to the said land, development, occupation and Sales of Flats or otherwise in relation to or touching the subject matter of the Agreement or for violation of any laws, rules or regulations or due to accident, mishap or other calamities, malicious damages, riot, theft, burglary, Fire, death or injury to any worker or person who is engaged in or near the construction site or arising from any other way whatsoever.

- 3.14 Notwithstanding anything contained in these presents, the Developer shall indemnify and keep indemnified the owner against and from all losses, claims, damages, costs, charges and expenses that may be made, incurred or suffered by the owner in relation to the said property, demolition of existing structures, construction of new building and in relations thereto or for any breach of any contract by the developer or regulations or bye-laws or arising out of any accident or otherwise.
- 3.15 Scheme for Management: A Scheme shall be framed by the parties herein for the Management and Administration of the new building/s including the portions in common use and sharing the expenses of Management, administration and maintenance of amenities in the said building/s including the user thereof and such Scheme and any rules and regulations framed under the Scheme be binding on the occupiers of the said new building/s including the Owner's allocation and in the Developer's allocation. However, the majority members of the Management Committee of the said building/s shall be elected from the Owners/Developer and/or their successors dwelling in the said building/s.

3.16 If any construction on the roof is made then it will be done by the Developer with the consent of the owner.

ARTICLE - IV

DEVELOPER' RIGHTS AND RESPONSIBILITIES

- 4.1 The Developer may demolish the existing structures standing thereon subject to condition that the sales proceed of the Trees, debris of the existing construction will be adjusted with the owners' liabilities as mentioned at Clause 3.8 above and the owner shall have no objection to that effect. But the arrangement for the staying the owners during the said demolition and construction shall have to be borne by the developer and to that effect the owner shall have no liability at all. But the existing tenant will be evacuated by the Owners' before starting the construction of the buildings by the Developer.
- 4.2 That all sorts of charges for shifting the existing tenants shall have to be borne by the developer without making the owners liable for the same.

- 4.3 Construction of the multi storied building with all ancillary service complete in all respect as per the plans, the details and specifications thereof and building shall be constructed both for residential and commercial purpose as sanctioned by H.M.C. The developer's responsibility shall include coordinating with all other statutory authorities and to complete the construction of the building, plumbing, electrical, sanitary fitting and installations.
- 4.4 All fund and/or finance to be required for completion of the entire project shall be provided by and/or otherwise arranged by the developer himself or by taking help of any financier or any Financial Institute, if necessary, and in that case the Owner have no manner of responsibility.
- 4.5 The Developer will be the only and the exclusive builder and during the subsistence of this agreement shall have the sole authority to sell the flat/shop of Developer' allocated area/portion in the proposed building at the said premises other than the Owner' allocated area including common area and facilities together with proportionate undivided right, title

interest in the lands in common facilities and amenities including the right to use thereof. The owner or any person claiming under them will not interfere the developer for carrying out the proposed construction of the building in the said premises and the Developer will complete the construction of the building within 72 Months approx from the date of this agreement or 60 months from the date of sanctioned plan obtained from the H.M.C., whichever is earlier and as well as vacant possession with the standard materials as would be available in the market as the construction of building will be good in quality.

4.6 The Developer will be entitled to recover all costs, charges, expenses goods and services tax (G.S.T.) incurred by Developer towards construction of the proposed new multi storied building upto any stories in addition to its profits from the prospective purchasers of the flats/shops of their said allocated area within the proposed new building claiming through shall not have any right, title, interest, claim or demand whatsoever or however in respect thereof i.e.

Developer shall be entitled to recover his entire cost of the proposes building from the allocated share.

- 4.7 After the sanction of plan, the Developer will do one Agreement of Allocation with the Owners and the Developer shall make over the possession of Owner' allocated area by way of making flat/flats, units etc. within approximate 5 (Five) years from the date of obtaining sanction building plan or 6(six) years from the date of agreement, whichever is earlier.
- 4.8 That the developer shall be liable to bear all taxes and all sorts of outgoing from the date of execution of this agreement or handing over the vacant possession of the land till handover the possession of newly constructed area within stipulated period in favour of Owners as well as other flat Owners without making Owners liable in any way. But if any previous dues paid by the developer, all such payments shall be adjusted from the Owners' allocation by the Developer in the newly constructed building. However, the Owners will bear the Municipal taxes proportionately after getting possession of their allocated portions.

- 4.9 The Developer shall use the existing electric meter of the building which stands in the name of the owner/Owners, if available, on payment of electric consumption charges during the construction period, but shall be liable for arrangement of a separate electric meter for each of the flat Owner in the newly constructed building and in case new meter for the Owners that will be borne by the parties proportionately.
- 4.10 That the amount of Rs. 30,000/- (Rupees Thirty Thousand) only will be refunded by the owners to the developer after delivery of allocated portion in the newly constructed building.
- 4.11 That during the period of Construction if any of the parties dies, his or their legal heirs or successors will be entitled to steps into shoes, in place of the deceased by executing supplementary Agreement, and obey the terms of the Development Agreement and development power of attorney.
- 4.12 If the refundable amount is not adjusted then the area of the owners will be adjusted and will specify the area from which the amount will be adjusted to the Developer.

4.13 That area will be under the Developer and can sell the same for realisation of money and the owners shall have no claim over the said area.

ARTICLE-V

CONSIDERATION

In consideration of the Owner having granted the developer an exclusive contract to develop the said premises provide herein. The Owners will be entitled to the absolute Ownership of said allocated area, together with the right, title and interest in common, land facilities, and amenities together with undivided proportionate interest in land including right to use thereof which include in their absolute discretion and without any obstruction, hindrance and/or objection from the Developer or their successors and be entitled to sell transfer, let out lease to otherwise dispose of or deal with the same as he will think fit and proper and after plan having being sanctioned there shall be an Allotment Agreement showing the shares of the Owner and the developer.

ARTICLE - VI

PROCEDURE

The Owner will execute a registered Development Power Of Attorney to be prepared by the Advocate of the developer as may be required for the purpose of all necessary permission with the construction of the building for pursuing and following up the matter with the statutory authority/ authorities and to do all acts regarding construction work and also to negotiate with the prospective buyer to enter into agreement for sale, to receive consideration money part or full for the Developer allocated area only as well as for fulfillment and smooth completion of the entire project. This Development Agreement and Registered Development Power of Attorney will be valid till the completion of the entire project and sell of Flats of entire project. Thereafter the Power of Attorney will be ceased automatically. The owner herein shall not be liable for any misappropriation of any money or any debt caused or made by the developer.

ARTICLE-VII

CONSTRUCTION

- 7.1 The Owner or any person claiming through them will not in any way interfere with the quiet and peaceful possession of the said premises or holding thereof by the developer and shall not interfere with right of the developer to construct and complete the said building if any will not violate the terms and conditions of this agreement.
- 7.2 The Developer will at their own costs and expenses and without creating any financial or other liabilities on the Owners' construction, complete the building in accordance with the sanctioned building plan and specification and any amendment thereto or modification thereof made or cause to be made by the Developer subject to sanction of the appropriate authorities. The second parties will be liable and responsible for the said construction of the proposed building. All costs, charges and expenses relating to the said building and development of the said building and development of the said premises including charges for other bodies shall be paid,

discharged and borne by the Developer and the Owner shall have no liability whatsoever in this context.

In completion of the proposed new building the Developer will be entitled to sell all flats/shops of the proposed building in terms of this agreement as mentioned in clause thereof and shall have the right to enter into any lawful agreement with the prospective purchasers of their choice in respect of their separate allocated portion, (i.e. excluding the Owners' allocated area of the proposed building) at their own risk and responsibility for sale transfer, delivery of peaceful possession or disposal of the specific portion mentioned herein before the Owners hereby agree to be confirming party, to all such prospective agreements, if necessary. It is also agreed between the Owner and Developer that the Owner shall not raise any question or objection regarding the selling price of the said portion allocated to the Developer. Hereby the Second Party agrees to act as a Confirming Party for the agreement for sale made by the Owner (in the Owner allocation i.e. 40% of the total built up area).

- 7.4 That the owners after getting their 40% constructed area consisting of several Flats or units, from the Developer, the owner will keep the same for their own use or they can sell the same through the Developer to the intending purchaser or purchasers, wherein the Developer shall not raise any objection regarding the selling price of the said owners allocated portion at available price in the market.
- 7.5 That if any subsequent structural changes is required, the Developer will submit the plan before the competent authority after signing of both parties and cost of the same will be borne by the Developer.
- 7.6 That after completion of the building the Developer will maintain the same till the Association is formed.
- 7.7 That if dispute and difference between the parties occur, dispute will be resolved by the Arbitrators and the Arbitrators will be appointed by the lawyer of both parties.

7.8 That if the multi-storied building constructed beyond sanction plan in that case ratio will be 60: 40 will remains the same but the cost of regularization of such construction will be borne by both the parties as per ratio. If the owner fails to pay the same then the cost will be adjusted from their share.

ARTICLE-VIII

RATES AND TAXES

- 8.1 The Developer hereby undertake and agree to pay the Corporation Tax, water and all other taxes as being paid by the Owner under this agreement till the development of the property from the date of taking over possession.
- 8.2 On completion of the building and subsequent delivery of possession thereof, the parties hereto and/or their respective transferees for their respective shares in terms of this agreement shall be responsible for the payment of all rates, taxes, G.S.T. and other outgoings etc as applicable.

8.3 That with regards to the Tax and any other Government duty like, G.S.T. will be paid by the owners ,if applicable, through Developer.

ARTICLE-IX

TRANSFEREES

- 9.1 None of the transferees and occupiers shall demolish or permit demolition of any of the main structure in their allocated portion thereof.
- 9.2 Subject to the Developer fulfilling the obligation and commitment as specified herein, the Owner will not do any act or thing whatsoever by which the Developer will be prevented from construction and/or completion of the said building.
- 9.3 Neither the owner nor the Developer nor any person occupying any portion of the said building/s whether the Owner's allocation or in the Developer's allocation shall use or permit to be used his portion or space occupied by him or his agents for carrying on any illegal or immoral trade or activity or do or allow anything to be done that might cause any nuisance or annoyance or hazard to anybody inside the building or outside

the building or to store any inflammable or explosive material, goods or products. The decision of the Management as to whether any act will cause nuisance or annoyance or any substance is inflammable or explosive shall be final.

- 9.4 It will be obligations of the Owner, Developer and Occupier of each portion of the said new building/s to keep the interior walls, floors, ceilings, fittings, electric wirings and gadgets, fixtures, appurtenances, pipes, drains, sewers and all other amenities in their respective portions or spaces occupied by them in good repair and perfect working condition and take all possible steps to prevent any damage being caused to the building/s or any portion thereof or cause any inconvenience to the occupiers of any other portion of the said building/s and in case of failure to perform any of the obligations he shall be liable to indemnify the Owner, Occupier or the persons suffering damages or injury.
- 9.5 The Owner, Developer, Occupier or their agents in the new building/s shall not keep any articles or display anything in the corridor or places for common use or do anything which

might cause inconvenience or hindrances in any manner in the free movement of men and material.

- 9.6 The Owner, Developer, their agents, nominees or occupiers of any portion of the said new building/s shall not throw or accumulate any dirt, rubbish, waste or refuse or permit or allow anybody to do the same inside the spaces meant for common use or in the compounds or in or about the building/s.
- 9.7 After the Management of the building decide that certain repairs, cleaning, testing or other things are necessary to be done in any portion of the building/s, the Owner, Developer and Occupier, as the case may be, shall permit the Management or its nominee with or without workmen and technicians on prior notice to enter into and upon the rooms, flats, spaces for the purpose of repairing, cleaning, testing, maintaining, re-building or replacing drains, gas connections, electric wiring, water pipes, sanitary drains and/or pipes and/or fittings, and any other matter which might affect the

enjoyment of any portion of the said building by any person being the owner or occupier thereof.

9.8 That the Transferees/ Purchasers of any allocation i.e. owners allocation or Developer allocation shall obey the terms and condition Rules and Regulation of the Building Strictly.

ARTICLE-X LEGAL COMPLIANCE

- 10.1 It is hereby expressly agreed by and between the parties hereto that it shall be responsibility of the Developer to comply with all other legal formalities and that the Owner will provide all facilities and execute all documents as shall be required under the law for this purpose.
- 10.2 The Developer and their representatives will be duly authorized and/or empowered by the Owner and under a duly executed irrevocable registered Development Power Of Attorney to sign, execute and register all such deeds, papers and documents on behalf of and in the name of the Owner.

ARTICLE-XI

MISCELLANEOUS

- 11.1 The Owners and the Developer have entered into this agreement purely on contractual basis and nothing contained herein shall deem to be construed as partnership or joint venture between the Developer and the Owner.
- 11.2 There is no existing agreement regarding the development and/or the sale of the said premises and that all other arrangement prior to this agreement have been cancelled and/or being superseded by this agreement. The Owners hereby declare that they have not entered into any agreement with anybody for development of the said premises except the Developer herein.
- 11.3 This agreement or benefit hereunder shall not be transferable or assignable by the Developer in whole or in part without the written consent of the Owner.
- 11.4 All amendment and/or agenda to this agreement are valid only if made in writing and sign by both the parties.

- 11.5 It is declared and agreed that these presents shall not be treated as a conveyance or demise or transfer of any right or title or interest in the said property to the Developer excepting the right to develop and/or construct multi-storied building/s after demolition of the existing structures and these presents shall be treated only as a licence in favour of the Developer to do all acts, things and deeds expressly provided herein and contained in the Power of Attorney to be executed.
- 11.6 Such terms of this agreement shall be the consideration for the other terms.

ARTICLE-XII FORFEITURE

12.1 On the Developer failing to any instalment on the due date or completing the building/s within the stipulated period or failing to perform his obligations towards the Owner or if circumstances occur disabling the Developer to perform his part of the obligations under these presents, the Owner shall be entitled to terminate this Agreement and the payments made by the Developer shall stand forfeited, the Power of Attorney granted to the Developer shall stand revoked; provided that the Developer shall be entitled to remove the structures and materials without causing any damage to the said land but paying a reasonable compensation for the demolition of the old building if it was done by the Developer. Any indulgence shown by the Owner shall not be treated as waiver of any right of the Owner.

ARTICLE-XIII FORCE MAJEURE

12.1 Force Majeure is herein defined as:

- Any such cause which is beyond the control of the developer or the owner as the case may be.
- Natural Phenomenon including but not limited to weather conditions of floods, draughts, earthquake and epidemic.
- Accident and disruption including but not limited to fires explosive, breakdown of essential machineries or equipments and power shortage.
- Transportation delay due to force majeure or accidents.

ARTICLE -XIV

(CONSTRUCTION SPECIFICATION)

Foundation & super structure RCC framed structure :

- Wall: 8"/7" thick brick wall plastered with plaster of Paris, with exterior paint (Weather Coat). Wall thickness may be after approving by the Architecture only.
- Door: Seasoned hard wood door frames with the Phenol bonded flush doors with quality fittings.
- Window: Sliding windows and louvers in bathroom with MS
 Grill fitted in windows, as per the design by the architecture.
- Flooring: Standard quality vitrified tiles in rooms/hall
 And anti skid Ceramic tiles in Toilet/Kitchen.
- 6. Kitchen: Granite counter (6 feet x 2 feet = 12 sft) with honed edges, tiles over the granite counter i.e 6 feet x 2 and stainless sink with one Nal point, one Aqua-guard point, one light point, one exhaust fan point, one mixture grinder point, one 15 amp power socket and one water purifier point.

- 7. Toilet: Concealed hot and cold water pipeline in common toilet. For attached toiled it should be charged extra. Tiles 6feet height in all side of the toilet wall, concealed pipe fitted with quality of Sanitary materials. One fan point, one light point, one exhaust fan point and one Geyser point.
- Electricals: All concealed wiring used by ISI mark.
 - AC point/TV point only in master bedroom.
 - II. Geysure power point only in one bathroom.
 - III. Two Light points, One Fan point, one 5 amp power socket, one point in balcony if it is there in every bedroom.
 - IV Three light points, one TV point with Cable point, one fan point, one refrigerator point, two 5 Amp socket points in hall room. One bell point and one light point outside of the flat.
- Watersupply: Corporation supplies to be distributed in each flat (if needed) through concealed pipe line from overhead tank at the roof.
- Staircase: Finish with tiles along with railing.

- 11. Common Lobby: Finish with designed bricks.
- Lift: Standard quality Lift For all Flat Owners.
- 13. Extra: Land Owners/purchasers of the flat should be charged extra, for additional work beyond this specifications.

SCHEDULE-A

(Property of the First Part)

ALL THAT piece and parcel of undivided 1/18th share measuring about 2 (Two) Katha out of undivided 1/6th share measuring about 6 (Six) Katha Mokorari Mourashi Bastu Land with undivided 50 sq. ft. proportionate share of R.T. Structure with all rights, title, interest, together with all rights of easement and privileges comprised in Holding No.19, Kanta Pukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District - Howrah-711101, corresponding to Mouza Bantra, J.L. No.1, L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154 and 287 under Ward No.23 of Howrah Municipal Corporation within the District Registration office and A.D.S.R. Howrah, butted and bounded as hereunder:

HIT Road.

ON THE SOUTH:

Kantapukur 3rd Bye Lane.

ON THE EAST :

Bimala Apartment.

ON THE WEST :

Residence and Workshop of Polley family.

SCHEDULE-B

(Property of the Second Part)

ALL THAT piece and parcel of undivided 1/18th share measuring about 2 (Two) Katha out of undivided 1/6th share measuring about 6 (Six) Katha Mokorari Mourashi Bastu Land with undivided 50 sq. ft. proportionate share of R.T. Structure with all rights, title, interest, together with all rights of easement and privileges comprised in Holding No.19, Kanta Pukur 3rd Bye Lane, P.O. Kadamtala, P.S. Bantra, District - Howrah-711101, corresponding to Mouza Bantra, J.L. No.1, L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154 and 287 under Ward No.23 of Howrah Municipal Corporation within the District Registration office and A.D.S.R. Howrah, butted and bounded as hereunder:

HIT Road.

ON THE SOUTH:

Kantapukur 3rd Bye Lane.

ON THE EAST :

Bimala Apartment.

ON THE WEST :

Residence and Workshop of Polley family.

SCHEDULE-C

(Property of the Third Part)

ALL THAT piece and parcel of undivided 1/18th share measuring about 2 (Two) Katha out of undivided 1/6th share measuring about 6 (Six) Katha Mokorari Mourashi Bastu Land with undivided 50 sq. ft. proportionate share of R.T. Structure with all rights, title, interest, together with all rights of easement and privileges comprised in Holding No.19, Kanta Pukur 3th Bye Lane, P.O. Kadamtala, P.S. Bantra, District - Howrah-711101, corresponding to Mouza Bantra, J.L. No.1, L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154 and 287 under Ward No.23 of Howrah Municipal Corporation within the District Registration office and A.D.S.R. Howrah, butted and bounded as hereunder:

HIT Road.

ON THE SOUTH:

Kantapukur 3rd Bye Lane.

ON THE EAST :

Bimala Apartment.

ON THE WEST :

Residence and Workshop of Polley family.

SCHEDULE-D

(Entire Property)

ALL THAT piece and parcel of undivided 1/6th share measuring about 6 (Six) Katha Mokorari Mourashi Bastu Land with 150 sq. ft. R.T. structure out of 1 (One) Bigha 17 (Seventeen) Katha 11 (Eleven) Chhattak 30 (Thirty) sq. ft. with structure with all rights, title, interest, together with all rights of easement and privileges comprised in Holding No.19, Kanta Pukur 3rd Bye Lane, P.O. Kadamtala, corresponding to Mouza Bantra, J.L. No.1, L.R. Dag No.130, 131, 132, 133, 134, 206, 207, 208 and 209 under L.R. Khatian No.17, 120, 154 and 287 within P.S. Bantra, District - Howrah-711101, under Ward No.23 of Howrah Municipal Corporation within the District Registration office and A.D.S.R. Howrah, butted and bounded as hereunder: -

HIT Road.

ON THE SOUTH:

Kantapukur 3rd Bye Lane.

ON THE EAST :

Bimala Apartment.

ON THE WEST :

Residence and Workshop of Polley family.

SCHEDULE "E"

(Allotted of Owners portion)

ALL THAT piece and parcel of 40% sanctioned area from the Ground Floor to Top Floor of the Multi-storied building on the Schedule - B property.

SCHEDULE "F"

(Allotted of Developer portion)

ALL THAT piece and parcel of 60% sanctioned area from the Ground Floor to Top Floor of the Multi-storied building on the Schedule -D property.

IN WITNESS WHEREOF both the parties put their respective signature on the day, month and year first above written.

SIGNED,	SEALED	AND	DEL	IVERED
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SIGNED, SEALED AND DELIVE	RED
in the presence of: 1) S. Palit - Behala-Kalkala	1 Melyanni Kulu. 2 Arkabrata Kundu. 3. 80 - Kor Jores
	SIGNATURE OF THE VENDORS/
2) B. k. Ohowotherry	OWNERS

M/s. B. L. Associates

2. Poury weed lite

Partners

SIGNATURE OF THE DEVELOPER

Drafted by : -

Advocate

Bimal Keeman Chow Lierney

Advocate

NB-457/1985-

MONEY RECEIPT

RECEIVED sum of Rs.30,000/- (Rupees Thirty Thousand) only as refundable, interest free, security deposit from the within named Developer in the manner as hereunder in presence of the undersigned witnesses.

SI. No.	Date	Cheque No. /Cash	In favour of	Name of the Bank	Amount (Rs.)
1.			Malyasri Kundu		10000
2.			Arkabrata Kundu		10000
3.			Manju Devi Gupta		10000
				Total:	Rs.30000

(Rupees Thirty Thousand) only.

Signed in presence of: -

5. faler

1. Halyan Ludu.

Behala- Kankali 2. Ankabrata Kundu 2. B. K. Chardhenry Konar Honsul. 3. 50 5 50 500

SIGNATURE OF THE OWNERS

FORM FOR TEN FINGER IMPRESSION

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	Left Hand	8		-		
		Thumb	Fore	Midd	le Ring	Little
0 6	Right Hand		*		9	

Signature V Malyanin Lacle.

MALYASRI CNUNDU

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		Thumb	Fore	Midd	le Ring	Little
	Right Hand				9	0

Signature Y Arkabrata Kundu ARKABRATA MUNDU

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1	Left Hand				***	
	Right	Thumb	Fore	Middle	Ring	Little

Signature For Ed Will

FORM FOR TEN FINGER IMPRESSION

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Signature Settler Gunny Parker

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Photo	Hand	Thumb	Fore	Mida	ile	Ring	Little
	Right Hand						

Signature _____





भारतीय विशिष्ट पहचान पाधिकरण

भारत सरकार Unique Identification Authority of India Government of India

नामांकन क्रम/Enrolment No.: 2016/00594/33134

To
mALYASRI kUNDU
Malyasri Kundu
W/O Debabrata Kundu
74 And 78
Sahid Khudiram Bose Sarani 1st Bye Lane
Ichapur Shiyaldanga Purb

Opposite Mahasakti Sweets Bally Jagachha Howrah Santragachi West Bengal - 711104 9073379389

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आपका आधार क्रमांक / Your Aadhaar No. :

2319 2188 7213 मेरा आधार, मेरी पहचान



अगरत सरकार Government of India



mALYASRI KUNDU Malyasri Kundu जन्म विभि: DOB: 29/10/1964 महिला / FEMALE



2319 2188 7213

मेरा आधार, मेरी पहचान







सुचना

- सधार पहचान का प्रवाण है, नागरिकता का नहीं !
- पहचान का प्रमाण ऑनलाइन ऑवेन्टिकेशन द्वारा प्राप्त करें ।
- वह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है ।

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- Aachsar will be helpful in availing Government and Non-Government services in future.

Malyasri Kemely



मारत्य विकार प्राचन प्राचिक्त

Unique Identification Authority of India

पता:

WO देवब्रत कुंबू, 74 आंच 78, सहिद बुदीराम योस सरनी पहला बात लेन, बहानकती स्वीट्स के सामने, दबपुर लियालडंना पूर्व, बल्तव बनश्चा, होजर, वेस्ट बंनाल - 711104 Address:

W/O Debebrata Kundu, 74 And 78. Sahid Khudiram Bosa Sarani 1at Bye Lane, Opposite Mahasaka Sweets, Ichapur Shiyaklanga Purb, Bally Jagachha, Howsah, West Bengal - 711104

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Kalyani Kurdy

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GOVY OF INDIA















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भारत सरकार Identification Authority of India Government of India

Enrolment No.: 0620/00065/53470

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आपका आधार क्रमांक / Your Aadhaar No. :

2366 9433 3322 VID: 0120 3327 5722 9623

भेरा आधार, मेरी पहचान



Government of Vitta



Articobrotio Kurrolu Date of Beth/DOB: 25/11/1990 Moto/ MALE



स्वात्राधारमञ्जूष्ट होरा आधार, होरी पहचान





领用

- a little परचान का प्रमान है, नारशिकता का नहीं |
- प्रधान का प्रमाण ऑस्ताहन अधिन्दिकाल द्वारा जार करें ।
- वर एक इतेराईनिक प्रक्रिय दान बन्द हुआ पर है ।

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- अध्याद अविषय में सरकारी और गैर-सरकारी सेकाओ कर लाम इक्स से उपयोगी होता ।
- Aadhear is valid throughout the country.
- Aadhaar will be helpful in availing Government. and Non-Government services in future



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ABMANES

CIÓ Debabaria Kurdu, 74 AND TR. SAHID

CHICKRAM BOSE SARANI, 157 BYE LANE

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Woll Bangal - 711354



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OME TAX DEPARTMEN ARKABRATA KUNDU DEBABRATA KUNDU







25/11/1991

Permanent Account Nur

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ভারত পরকার Government of India

ভারভীয় বিশিষ্ট পরিচ্য প্রাধিকরণ Unique Identification Authority of India

खानिकासुकित अध्या / Enrollment No.: 2010/19593/00298

मन् ट्रानी तला MANJU DEVI GUPTA 2 W/O Ajay Kumar Gupta, 8 120 SRI ARASINDA ROAD SALKIA VTC: Habra Corporation, PO: Salkia, District: Haora, State: West Bengal, PIN Code: 711106

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আপনার আধার সংখ্যা / Your Aadhaar No.:

2747 8768 5038

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मन् ताली क्या MANJU DEVI GUPTA WWS 53N / DOB : 20/08/1965 महिला / FEMALE

2747 8768 5038

আমার আধার, আমার পরিচ্য







भारत सरकार Unique Identification Authority of India Government of India

Enrollment No.: 1178/49526/22883

To
Kushal Kumar Gupts
S/O: Alay Kumar Gupta
120. sri arbindo road ,bendhaghal
Hacra (M.Corp)
Salkia
Hacra Howan

West Bengal 711106 9903698577 MD761144926FH



आपका आधार क्रमांक / Your Aadhaar No. :

4216 4100 4194

मेरा आधार, मेरी पहचान



भारत सरकार

Government of India

Kushal Kumar Gupta DOB : 28/08/1968 Male



4216 4100 4194

मेरा आधार, मेरी पहचान

Kuzhal War G

आयकर विभाग

INCOME TAX DEPARTMENT

KUSHAL KUMAR GUPTA

AJAY KUMAR GUPTA

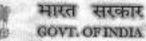
28/08/1988

Parmanent Account Number

AMBPG7890B

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Signature







Keeshood year. Lunder





भारत सरकार Unique Identification Authority of India Government of India

Enrollment No.: 1178/49526/22882

To Rohlt Kumar Gupta S/O: Ajay Kumar Gupta 120 Sri Arabinda Road Haora (M.Corp) Salkia Haora Howrah West Bengai 711106

9 9748758022 MD363643089FH fabil- kieman



आपका आधार क्रमांक / Your Aadhaar No. :

6803 6579 6812

मेरा आधार, मेरी पहचान



Hitch attent Government of India



Rohit Kumar Gupta DOB : 22/02/1988 Male



6803 6579 6812

मेरा आधार, मेरी पहचान

SITUATOR CONTRACTOR SITUATION OF STREET STRE

foliet for green Can



Govi, or west bengar

Directorate of Registration & Stamp Revenue

e-Challan

GRIN:

192020210100860081

Payment Mode

Online Payment

GRN Date: 01/10/2020 11:10:06

Bank:

State Bank of India

BRN:

IK0ASPQCP7

BRN Date: 01/10/2020 11:11:09

DEPOSITOR'S DETAILS

Id No.:

2001073891/2/2020

Name:

B L Association

[Query No./Query Year]

Mobile No.:

+91 8961663270

E-mail:

Address:

Golabari Howrah

Applicant Name:

Mrs Deblina Chowdhury

Office Name:

Contact No.:

Office Address:

Status of Depositor:

Buyer/Claimants

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2001073891/2/2020	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	2001073891/2/2020	Property Registration- Registration Fees	0030-03-104-001-16	321

Total

10242

In Words:

Rupees Ten Thousand Two Hundred Forty Two only

Major Information of the Deed

Deed No :	1-0502-04854/2020	Date of Registration	05/10/2020			
Query No / Year	0502-2001073891/2020	Office where deed is registered				
Query Date	05/09/2020 8:49:43 PM	0502-2001073891/2020)			
Applicant Name, Address & Other Details	Deblina Chowdhury 115 Kona Naskar Para, Thana : L Mobile No. : 8961663270, Status	iluah, District : Howrah, WEST :Advocate	BENGAL, PIN - 711114,			
Transaction		Additional Transaction				
[0110] Sale, Development A agreement	Agreement or Construction		vable Property, aration : 2], [4311] Other ty, Receipt [Rs : 30,000/-]			
Set Forth value		Market Value				
Rs. 6,00,000/-		Rs. 81,70,282/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 10,021/- (Article:48(g))		Rs. 321/- (Article:E, E, B)				
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urban			

Land Details:

District: Howrah, P.S.- Bantra, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Kanta Pukur 3rd Bye Lane (22,25), Premises No: 19, Ward No: 023 Pin Code: 711101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	The second secon	Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		6 Katha	5,50,000/-		Property is on Road Adjacent to Metal Road,
	Grand	Total:			9.9Dec	5,50,000 /-	81,20,282 /-	

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
31	On Land L1	150 Sq Ft.	50,000/-	50,000/-	Structure Type: Structure
					Age of Structure: 5 Years, Roof Typ

lo	Name, Address, Photo, Finger print and Signature					
1	Name	Photo	Finger Print	Signature		
50	Mrs MALYASRI KUNDU Wife of Mr DEBABRATA KUNDU Executed by: Self, Date of Execution: 05/10/2020 , Admitted by: Self, Date of Admission: 05/10/2020 ,Place : Office			Valgeri Kulu		
		05/10/2020	LTI 05/10/2020	06H9/2626		
	Occupation: Business, Citize Status :Individual, Executed , Admitted by: Self, Date of	n of: India, PA by: Self, Date Admission: 05,	N No.:: AOxxxxxx0 of Execution: 05/1 /10/2020 ,Place: 0	Office		
2	Name	Photo	Finger Print	Signature		
	Mr ARKABRATA KUNDU (Presentant) Son of Mr DEBABRATA KUNDU Executed by: Self, Date of Execution: 05/10/2020	M		De Ir.		
	, Admitted by: Self, Date of Admission: 05/10/2020 ,Place : Office			OMFORTO .		
	, Admitted by: Self, Date of Admission: 05/10/2020 ,Place	05/10/2020	LTI 05/10/2020	05/10/2020		
	, Admitted by: Self, Date of Admission: 05/10/2020 ,Place : Office 74 And 78, Sahid Khudiram Howrah, District:-Howrah, W Occupation: Business, Citize Status :Individual, Executed , Admitted by: Self, Date of	Bose Sarani, 1 lest Bengal, In n of: India, PA by: Self, Date Admission: 05,	st Bye Lan, P.O:- Sa dia, PIN - 711104 S N No.:: CBxxxxxx11 of Execution: 05/16 /10/2020 ,Place : C	ANTRAGACHI, P.S:- JAGACHHA, Jex: Male, By Caste: Hindu, J. Aadhaar No: 23xxxxxxxxx3322, 0/2020 Office		
à.	, Admitted by: Self, Date of Admission: 05/10/2020 ,Place : Office 74 And 78, Sahid Khudiram Howrah, District:-Howrah, W Occupation: Business, Citizer Status :Individual, Executed	Bose Sarani, 1 lest Bengal, In n of: India, PA by: Self, Date	st Bye Lan, P.O:- Si dia, PIN - 711104 S N No.:: CBxxxxxx11 of Execution: 05/1	ANTRAGACHI, P.S:- JAGACHHA, Sex: Male, By Caste: Hindu, J, Aadhaar No: 23xxxxxxxx3322, 0/2020		
3	, Admitted by: Self, Date of Admission: 05/10/2020 ,Place : Office 74 And 78, Sahid Khudiram Howrah, District:-Howrah, W Occupation: Business, Citize Status :Individual, Executed , Admitted by: Self, Date of	Bose Sarani, 1 lest Bengal, In n of: India, PA by: Self, Date Admission: 05,	st Bye Lan, P.O:- Sa dia, PIN - 711104 S N No.:: CBxxxxxx11 of Execution: 05/16 /10/2020 ,Place : C	ANTRAGACHI, P.S:- JAGACHHA, Jex: Male, By Caste: Hindu, J. Aadhaar No: 23xxxxxxxxx3322, 0/2020 Office		

120, Sri Arobinda Road, P.O:- SALKIA, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711106 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AMxxxxxx6N, Aadhaar No: 27xxxxxxxx5038, Status: Individual, Executed by: Self, Date of Execution: 05/10/2020

, Admitted by: Self, Date of Admission: 05/10/2020 ,Place: Office

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	MS B L ASSOCIATION Block/Sector: SALKIA, 120, Sri Arobinda Road, P.O:- SALKIA, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711106, PAN No.:: AAxxxxxxx3A, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

Na	me,Address,Photo,Finger	orint and Signatu	ire	
	Name	Photo	Finger Print	Signature
GUP Son GUP Date 05/1 Self, 05/1	of Late AJAY KUMAR TA of Execution - 0/2020, , Admitted by: Date of Admission: 0/2020, Place of			anoscar man after
Auth	Admission of Execution: Office	Oct 5 2020 12:27PM	LTI 05/10/2020	05/10/2020
PIN	- 711106, Sex: Male, By 0	Caste: Hindu, Od	cupation: Busines	District:-Howrah, West Bengal, Indi is, Citizen of: India, , PAN No.:: ative. Representative of : MS B L
PIN AMX ASS	- 711106, Sex: Male, By 0	Caste: Hindu, Od	ccupation; Busines tatus : Representa	ss, Citizen of: India, , PAN No.:: ative, Representative of : MS B L
Mr F Son GUP Date 05/1 Self, 05/1	- 711106, Sex: Male, By C xxxxx0B, Aadhaar No: 42 OCIATION (as) Name ROHIT KUMAR GUPTA of Late AJAY KUMAR	Caste: Hindu, Od xxxxxxxxx4194 S	cupation: Busines	s, Citizen of: India, , PAN No.::
PIN AMX ASS 2 Mr F Son GUP Date 05/1	- 711106, Sex: Male, By C xxxxx0B, Aadhaar No: 42 OCIATION (as) Name ROHIT KUMAR GUPTA of Late AJAY KUMAR TA of Execution - 0/2020, , Admitted by:	Caste: Hindu, Od xxxxxxxxx4194 S	ccupation; Busines tatus : Representa	ss, Citizen of: India, , PAN N ative, Representative of : MS Signature

Identifier Details:

Name	Photo	Finger Print	Signature
Mrs DEBLINA CHOWDHURY Daughter of Mr BIMAL KUMAR CHOWDHURY 115 KONA NASKAR PARA, P.O KONA, P.S Liluah, Howrah, District-Howrah, West Bengal, India, PIN - 711114	9		Tellera Chowdhury
	05/10/2020	05/10/2020	05/10/2020

Transfer of property for L1				
SI.No	From	To. with area (Name-Area)		
1	Mrs MALYASRI KUNDU	MS B L ASSOCIATION-3.3 Dec		
2	Mr ARKABRATA KUNDU	MS B L ASSOCIATION-3.3 Dec		
3	Mrs MANJU DEVI GUPTA	MS B L ASSOCIATION-3.3 Dec		
Trans	fer of property for S1			
SI.No	From	To. with area (Name-Area)		
1	Mrs MALYASRI KUNDU	MS B L ASSOCIATION-50.00000000 Sq Ft		
2	Mr ARKABRATA KUNDU	MS B L ASSOCIATION-50.00000000 Sq Ft		
3	Mrs MANJU DEVI GUPTA	MS B L ASSOCIATION-50.00000000 Sq Ft		

Endorsement For Deed Number: 1 - 050204854 / 2020

On 05-10-2020

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 11:31 hrs on 05-10-2020, at the Office of the A.D.S.R. HOWRAH by Mr. ARKABRATA KUNDU, one of the Executants.

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 81.70.282/-

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

Execution is admitted on 05/10/2020 by 1. Mrs MALYASRI KUNDU, Wife of Mr DEBABRATA KUNDU, 74 And 78, Sahid Khudiram Bose Sarani, 1st Bye Lan, P.O. SATRAGACHI, Thana: JAGACHHA, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711104, by caste Hindu, by Profession Business, 2. Mr ARKABRATA KUNDU, Son of Mr DEBABRATA KUNDU, 74 And 78, Sahid Khudiram Bose Sarani, 1st Bye Lan, P.O. SANTRAGACHI, Thana: JAGACHHA, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711104, by caste Hindu, by Profession Business, 3. Mrs MANJU DEVI GUPTA, Wife of Late AJAY KUMAR GUPTA, 120, Road: Sri Arobinda Road, P.O. SALKIA, Thana: Golabari, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711106, by caste Hindu, by Profession Business

Indetified by Mrs DEBLINA CHOWDHURY, , , Daughter of Mr BIMAL KUMAR CHOWDHURY, 115 KONA NASKAR PARA, P.O. KONA, Thana: Liluah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711114, by caste Hindu, by profession Advocate

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

Execution is admitted on 05-10-2020 by Mr KUSHAL KUMAR GUPTA, , MS B L ASSOCIATION (Partnership Firm), Block/Sector: SALKIA, 120, Sri Arobinda Road, P.O.- SALKIA, P.S.- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711106

Indetified by Mrs DEBLINA CHOWDHURY, , , Daughter of Mr BIMAL KUMAR CHOWDHURY, 115 KONA NASKAR PARA, P.O. KONA, Thana: Liluah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711114, by caste Hindu, by profession Advocate

Execution is admitted on 05-10-2020 by Mr ROHIT KUMAR GUPTA, , MS B L ASSOCIATION (Partnership Firm). Block/Sector: SALKIA, 120, Sri Arobinda Road, P.O:- SALKIA, P.S:- Golabari, Howrah, District:-Howrah, West Bengal, India, PIN - 711108

Indetified by Mrs DEBLINA CHOWDHURY, , , Daughter of Mr BIMAL KUMAR CHOWDHURY, 115 KONA NASKAR PARA, P.O. KONA, Thana: Liluah, , City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711114, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 321/- (B = Rs 300/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 321/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/10/2020 11:11AM with Govt. Ref. No: 192020210100860081 on 01-10-2020, Amount Rs: 321/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ASPQCP7 on 01-10-2020, Head of Account 0030-03-104-001-18

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

 Stamp: Type: Impressed, Serial no 347, Amount: Rs. 100/-, Date of Purchase: 25/08/2020, Vendor name: Soma Shee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/10/2020 11:11AM with Govt. Ref. No: 192020210100860081 on 01-10-2020, Amount Rs: 9,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ASPQCP7 on 01-10-2020, Head of Account 0030-02-103-003-02

Kanstanea Dery

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

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

 Stamp: Type: Impressed, Serial no 347, Amount: Rs.100/-, Date of Purchase: 25/08/2020, Vendor name: Soma Shee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/10/2020 11:11AM with Govt. Ref. No: 192020210100860081 on 01-10-2020, Amount Rs: 9,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0ASPQCP7 on 01-10-2020, Head of Account 0030-02-103-003-02

Kanstana Ony

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0502-2020, Page from 175918 to 175992
being No 050204854 for the year 2020.



Digitally signed by KAUSTAVA DEY Date: 2020.10.07 11:58:12 +05:30 Reason: Digital Signing of Deed.

Kanstarea Dery

(Kaustava Dey) 2020/10/07 11:58:12 AM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. HOWRAH West Bengal.

(This document is digitally signed.)