

निर्ध्यवज्ञ पश्चिम बंगाल WEST BENGAL

H 082256

01

Nex B.

# **DEVELOPMENT AGREEMENT**

CES 2023

day of February Two Thousand This AGREEMENT made, this Twenty Three (2023) BETWEEN 1. RANAJIT CHANDA (FAN APBPC2608G ) Aadhaar No 5019 7691 0472 Mob No 6290089799 son of Late Kamala Rani Chanda, by faith Hindu, by occupation -Retired, 2. BISWAJIT CHANDA (PAN BGSPC6229C ) Aadhaar No 7918 2113 0730 Mob No 7980711063 son of Late Kamala Rati Chanda, by faith Hindu, by occupation - Musician, 3. SOUMYAUIT CHANDA (PAN BBJPC8637A ) Aadhaar No 8381 9297 0347 Mob

p. Shar

Indrajit Chanda by faith Hindu, by No 8961937239 son of Late MONIKA CHANDA (PAN occupation -Service/ Business 4. AZHPC7136M ) Aadhaar No 5504 6191 1004 Mob No 8240825113 wife of Late Surajit Chanda by faith Hindu, by occupation - Housewife 5. SNEHA CHANDA (PAN CWHPC3109D ) Aadhaar No 6312 8958 4211 Mob No9830023752 daughter of Late Surajit Chanda by faith Hindu, by occupation -Student 6. SWAPNA MITRA (PAN AWAPM1196R) Aadhaar No 6248 2281 8759 Mob No9674779935 daughter of Late Kamala Rani Chanda, by faith Hindu, by occupation -Retired 7. KRISHNA CHAKRABORTY(PAN AEPPC1929P ) Aadhaar No 5233 0514 8362 Mob No 9903487827 daughter of Late Kamala Rani Chanda, by faith Hindu, by occupation - Retired all by Nationality Indian, residing at E/132, Ramgarh P.O. Naktala P.S. Netajinagar, Kolkata 700047, District 24-Parganas (South), West Bengal hereinafter referred to as the "OWNERS (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, legal representatives, administrators and assigns) of the FIRST PART

#### AND

M/S. DHAR CONSTRUCTION a Civil Construction firm having it's place of business at 87/10A, Raja S.C. Mallick Road, P.S. Jadavpur,

Anothe Shan.

. 2

Kolkata – 700047, District South 24Parganas represented by its proprietor namely <u>SWASTIK DHAR (PAN BPVPD5975A )</u> <u>Aadhaar No 4967 7461 7969 Mob 8240075805</u> son of Sri Subrata Dhar by faith Hindu, by occupation – Business, by Nationality Indian residing at 87/10A, Raja S.C. Mallick Road, P.O. Naktala, P.S. Jadavpur now Netajinagar, Kolkata – 700047 District South 24 Parganas West Bengal hereinafter referred to as the "<u>DEVELOPER</u>" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, legal representatives, administrators and assigns) of the SECOND PART

WHEREAS One Kamala Rani Chanda Owners being Refugee displaced from East Pakistan now called Bangladesh came to the territory of State of West Bengal after partition of India and occupied a piece and parcel of land measuring 4 (Four) Cottahs 11 (Eleven) Chittaks of land be the same a little more or less for his homestead purpose after partition of India and the said Kamala Rani Chanda has been residing with his family members by constructing structure since that time on the aforesaid plot of land lying and situated at Mouza Naktala, J.L. No. 32, E.P. No

loon the Shan.

432,S.P.No 605, C.S. Plot No 424(P), 395(A)under District Sub-Registry office Alipore, P.S. Jadavpur now Netajinagar in the District South 24-parganas which is now known as KMC Premises No. 87/12/447E, Raja Subodh Chandra Mullick Road under Ward No 100 within Kolkata Municipal Corporation and Postal Address E/132, Ramgarh P.O: Naktala P.S. Netajinagar, Kolkata 700047 , District 24-Parganas (South), West Bengal vide Assessee No 23-100-08-0366-6.

AND WHEREAS the said Kamala Rani Chanda while in possession and enjoyment of the aforementioned property by January 1990 constructing structure subsequently dated 10th by virtue of a registered Deed of Gift duly executed by the Govt. of the State of West Bengal through R.R.&R Department became the absolute owner in respect of the land measuring 4 (Four) Cottahs 11 ( Eleven ) Chittaks of land be the same a little more or less with structure lying and situated at Mouza Naktala, J.L. No. 32, 432, S.P.No 605, C.S. Plot No 424(P), 395(A) under E.P. No District Sub-Registry office Alipore, P.S. Jadavpur now Netajinagar in the District South 24-parganas which is now known as KMC Premises No. 87/12/447E, Raja Subodh Chandra Mullick Road

lunger Shar

under Ward No 100 within Kolkata Municipal Corporation and Postal Address E/132, Ramgarh P.O. Naktala P.S. Netajinagar, Kolkata 700047, District 24-Parganas (South), West Bengal which is morefully and particularly described in the Schedule hereunder written and the said Deed of Gift was registered before the office of the Additional District Registrar Alipore and recorded in Book No. I, Volume No. I, Pages 225 to 228 Being No. 57. for the year 1990 and being the Donee said Kamala Rani Chanda accepted the said Deed of gift and absolutely sized and possessed of and/or well and sufficiently entitled to the aforesaid property without any interruption and hindrance from any quarter.

AND WHEREAS the said Kamala Rani Chanda became the sole and absolute owners of the above mentioned property and mutated her name before the Kolkata Municipal Corporation as the recorded owners in respect of land measuring 4 (Four) Cottahs 11 (Eleven) Chittaks of land be the same a little more or less with structure lying and situated at Mouza Naktala, J.L. No. 32, E.P. No 432,S.P.No 605, C.S. Plot No 424(P), 395(A)under District Sub-Registry office Alipore, P.S. Jadavpur now Netajinagar, in the District South 24-parganas which is now known

figamik Than

as KMC Premises No. 87/12/447E, Raja Subodh Chandra Mullick Road under Ward No 100 within Kolkata Municipal Corporation and Postal Address E/132, Ramgarh P.O. Naktala P.S. Netajinagar, Kolkata 700047, District 24-Parganas (South), West Bengal and used to pay taxes thereon regularly vide Assessee No 23-100-08-0366-6.

AND WHEREAS while the said Kamala Rani Chanda had been enjoying and possessing the above mentioned property by constructing structure, She died intestate on leaving behind her four sons namely Ranjit Chanda, Biswajit Chanda, Indrajit Chanda, Surajit Chanda and two daughters namely Swapna Mitra Krishna Chakraborty as legal heirs and successors and and Indrajit Chanda died intestate on leaving behind his sons Soumyajit Chanda as legal heirs and successors and Surajit Chanda died intestate on leaving behind his wife Monika Chanda and only daughter namely Sneha Chanda as legal heirs and successors and Ranjit Chanda, Biswajit Chanda, Swapna Mitra, Krishna Chakraborty, Soumyajit Chanda, Monika Chanda Sneha Chanda became joint owners of land measuring 4 (Four) Cottahs 11 ( Eleven ) Chittaks of land be the same a little more.

Jurashe Shar

or less with structure lying and situated at Mouza Naktala, J.L. No. 32, E.P. No 432, S.P.No 605, C.S. Plot No 424(P), 395(A)under District Sub-Registry office Alipore, P.S. Jadavpur now Netajinagar , in the District South 24-parganas which is now known as KMC Premises No. 87/12/447E, Raja Subodh Chandra Mullick Road under Ward No 100 within Kolkata Municipal Corporation and Postal Address E/132, Ramgarh P.O. Naktala P.S. Netajinagar, Kolkata 700047 , District 24-Parganas (South), West Bengal and used to pay taxes thereon regularly vide Assessee No 23-100-08-0366-6.

AND WHEREAS the party of the first being thus absolutely seized and possessed of all that piece and parcel of land measuring 4 ( Four) Cottahs 11 (Eleven) Chittaks of land be the same a little more or less with structure lying and situated at Mouza Naktala, J.L. No. 32, E.P. No 432,S.P.No 605, C.S. Plot No 424(P), 395(A)under District Sub-Registry office Alipore, P.S. Jadavpur now Netajinagar , in the District South 24-parganas which is now known as KMC Premises No. 87/12/447E, Raja Subodh Chandra Mullick Road under Ward No 100 within Kolkata Municipal Corporation and Postal Address E/132, Ramgarh P.O.

Jupastik Shan .

Naktala P.S. Netajinagar, Kolkata 700047 , District 24-Parganas (South), West Bengal vide Assessee No 23-100-08-0366-6 described herein in schedule 'A' property could not maintained the building which is almost at the verge of demolition of the decided to develop the said property by erecting ownership residential flat or apartment in a multi storied building thereon upon complying the building rules of Kolkata Municipal Corporation with the help of some one who can develop the said property.

AND WHEREAS the owners with that object in view approached the party of the Second Party being termed as Builder/Developer herein having the experience to undertake such construction to enter into a Development Agreement to construct the said building with several residential flats and other garage or commercial saleable space for themselves and also for sale to intending purchasers along with undivided proportionate share of the land equivalent to construction of individual flats.

AND WHEREAS the party of the second part/Developer herein being thus approached by the said party of the First Part, agreed to exploit and develop the said land particularly described in the schedule A written hereunder by construction of building upon

her the Shar

demolition of the existing structure by arranging funds by the builder/Developer's absolute authority either from its own sources and/or from the intending buyers of the undivided proportionate share in land for construction of flats or apartments to be constructed in the said building hereby proposed to be constructed through the said Builder/Developer the party of the Second part.

AND WHEREAS the owners accepted the said proposal of the Builder/Developer subject to the terms and conditions herein after expressly described.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows :-

1.OWNERS : shall mean 1. RANAJIT CHANDA (PAN ) Aadhaar No son of Late Kamala Rani Chanda, by faith Hindu, by occupation – Retired, 2. BISWAJIT CHANDA(PAN ) Aadhaar No son of Late Kamala Rani Chanda, by faith Hindu, by occupation – Musician, 3. SOUMYAJIT CHANDA (PAN ) Aadhaar No son of Late Indrajit Chanda by faith Hindu, by occupation –Service/ Business 4. MONIKA CHANDA (PAN ) Aadhaar No wife of Late Surajit Chanda by faith Hindu, by occupation – Housewife 5. SNEHA CHANDA (PAN ) Aadhaar No daughter of Late Surajit Chanda by faith Hindu, by

lisaght Shar.

occupation – Student 6. SWAPNA MITRA (PAN ) Aadhaar No daughter of Late Kamala Rani Chanda, by faith Hindu, by occupation – Retired 7. KRISHNA CHAKRABORTY(PAN ) Aadhaar No daughter of Late Kamala Rani Chanda, by faith Hindu, by occupation – Retired all by Nationality Indian, residing at E/132, Ramgarh P.O. Naktala P.S. Netajinagar, Kolkata 700047, District 24-Parganas (South), West Bengal

2.BUILDER/DEVELOPER :shall mean <u>M/S. DHAR</u> <u>CONSTRUCTION</u> a Civil Construction firm having it's place of business at 87/10A, Raja S.C. Mallick Road, P.S. Jadavpur, Kolkata – 700047, District South 24Parganas represented by its proprietor namely <u>SWASTIK DHAR (PAN BPVPD5975A ) Aadhaar No</u> <u>4967 7461 7969</u> son of Sri Subrata Dhar by faith Hindu, by occupation – Business, by Nationality Indian residing at 87/10A, Raja S.C. Mallick Road, P.O. Naktala, P.S. Jadavpur now Netajinagar, Kolkata – 700047 District South 24 Parganas West Bengal

3. THE SAID PROPERTY : shall mean all that piece and parcel of land measuring 4 (Four) Cottahs 11 (Eleven) Chittaks of land be the same a little more or less with structure lying and

hoarter than.

situated at Mouza Naktala, J.L. No. 32, E.P. No 432, S.P.No 605. C.S. Plot No 424(P), 395(A)under District Sub-Registry office Alipore, P.S. Jadavpur now Netajinagar , in the District South 24parganas which is now known as KMC Premises No. 87/12/447E, Raja Subodh Chandra Mullick Road under Ward No 100 within Kolkata Municipal Corporation and Postal Address E/132, Ramgarh P.O. Naktala P.S. Netajinagar, Kolkata 700047 , District 24-Parganas (South), West Bengal vide Assessee No 23-100-08-0366-6

5.COMMON FACILITIES : shall mean and include roof, corridors, ways, stairs, elevator, passage, drive ways common lavatories provided by the Developer, water pump, meter and other facilities which will be provided by the Builder/Developer in the new building. as described in schedule 'E' & 'F' written hereunder.

6.SALEABLE SPACE : shall mean and include the space in the new building as will be available as per terms of this agreement for exclusive use and utilization by the builder/developer after making due provision for common facilities and space required thereof and after making provision of Owner's allocation and proportionate share in land.

Jusamer Shan

7.OWNER'S ALLOCATION IN THE NEW BUILDING : shall mean the Owners shall get 50% of total flats area consisting 6 flats out of which four flats on third Floor and two flats on First Floor as owners allocation of the proposed G+3 storied building with proportionate share of land including common areas with facilities.

8.DEVELOPER/S BUILDERS/ALLOCATION : shall mean all portion of the constructed area of the proposed G+3 storied building with undivided proportionate of land with common areas and facilities.

9.THE ARCHITECT : shall mean such person or persons with requisite qualification who will be appointed by the builder/Developer for designing and planning the new building.

10.BUILDING PLAN : shall mean such plan prepared by the Architect for the construction of the new building as described in Schedule B written hereunder.

11.TRANSFER : with it's grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in multi storied building to builder or his nominated purchaser thereof without causing in any manner inconveniences or disturbances to the owner's allocation.

Loant & Shar

12.TIME : shall mean the construction shall be completed within 24 months from the date of sanction plan of the said premises and extra 6 months for natural calamity.

13. COMMEMCEMENT This Agreement shall be deemed to have commenced with effect from the date of execution of this agreement

14. Name of the Building shall be decided with consent of Developers/Flat Owners.

15.OWNER'S RIGHTS AND OBLIGATIONS :

a) The owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property described in the schedule A below before construction of proposed building as per this agreement and have absolute right title and interest to deal with the same and in the manner herein mentioned.

b) None other than the owner herein has any right title claim and/or demand over and in respect of the said premises and/or any portion thereof before construction of proposed building as per this agreement.

c) There is no excess vacant land in the said property within the meaning of the urban land (ceiling & Regulation Act, 1976).

furank Shas

d) Owners herein are liable to deliver proper documents in respect of said premises as an absolute owner.

16.CONSIDERATION : In consideration of the owner having agreed to permit the Builder/Developer to commercially exploit the said property and to construct erect and build a new building in accordance with the specifications and material description which are stated in details in schedule 'F' below in the land described in schedule 'A' written hereunder.

a) The Builder/Developer shall provide owner allocation mentioned in clause 7 herein above in this agreement.

17. BUILDER'S/DEVELOPER'S RIGHTS :

a) All applications, plans and other paper and documents as may be required by the Builder/Developer for the purpose of obtaining necessary construction and submitted by the Builder/Developer behalf of the owner at it's own costs and expenses and the Builder/Developer shall pay all charges and bear all fees including Architect's fees.

b) The owners hereby grant subject to what has been hereunder provided exclusive right to the builder/Developer to built upon and to exploit commercially the said plot of land and to take

Ausashik Shaz

all necessary steps thereto in accordance with the plan. Developer/Builder shall handover the owner's allocation in accordance with the specifications more fully described in the schedule 'D' below and the builder/developer shall construct and complete the flats in accordance with the plan.

c) The Builder/Developer shall bear all costs, charges and expenses for the construction of all the residential flats including owner's allocation and the said owner's allocation will be made fit for occupation with proportionate rights in all manner and portions of the said building at the costs and expenses of the Builder/Developer.

# 18.POSSESSION

1 The owners shall vacate the existing building along with the land appurtenant therein as described in the Schedule A and shall deliver free, quite, peaceful and unencumbered exclusive vacant possession of the property to the Builder/Developer and as per agreement the Builder/Developer shall be entitled to obtain vacant possession of the premises upon demolition of the existing structure of the building and take away the old materials of the demolished building in to the Builder/Developer's custody at their

harhop Shar

own costs and also to survey the said land and to do all necessary jobs for the purpose of construction of the proposed building in terms of this agreement.

2. The Builder/Developer shall complete the owner's allocation of the proposed building positively within 24 months from the date of sanction plan of the said premises unless prevented by any unforeseen circumstances beyond the control of the builder/developer and hand over the owner's allocation in finished and habitable condition with all arrangement and other necessary fittings as per specifications described in Schedule 'D' below.

3. The owners shall have absolute right to assign, transfer or otherwise deal with the owner's allocations along with proportionate share in common areas and common passage without any reference to the Builder/Developer or any person or persons whatsoever upon getting possession of his allotted respective portion.

4. The Builder/Developer shall have exclusive right, title and interest to the Builder/Developer's allocation in the new building with exclusive undisturbed right to assign , transfer, sale and/or otherwise deal with or dispose of the same without however

hanne Shan -

affecting any right, title claim or interest therein as per this agreement whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Builder/Developer's allocation. The owners shall be liable to execute any deed for registration in favour of related person to make free title of the said premises.

5. The owner hereby give the power of Attorney along with this agreement to the Builder/Developer in a form and manner reasonably required for the purposes of smooth construction work in terms of this deed and to deal with by way of transfer and dispose off Builder/Developers allocation. It is further understood however that such dealings shall neither in any way fasten or create any financial or legal liability upon the owner nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.

19.COMMON EXPENSES:

a) The Owner shall pay property taxes of KMC and other dues and out goings in respect of the said building accruing due as and from the date of handing over vacant possession of the land or part thereof by Developer.

laster Shar

b) As soon as the new building is completed within the time herein before mentioned, the Builder/Developer shall deliver the owner allocation in terms of this agreement and according to the specifications and plan thereof and certificate of Architect.

20.OWNERS' OBLIGATION

a) The owners shall give unencumbered land and premises simultaneously with the execution of this deed of agreement to the Builder/Developer.

b) The owner hereby covenant with the Builders/Developer not to cause any hindrance in the construction of the building at the said property by the Builder/ Developer

c) The owner hereby agree to covenant with the Builder/ Developer not to do any act or deed or things whereby the Builder/ Developer may be prevented from selling, assigning and/or deposing of any part or portion of the Builder/ Developer's allocation in the building or for the said property save and except the right of proportionate share in the land of the owner.

d) The owner hereby agree and covenant with the Builder/Developer not to let out, grant, lease, mortgage and/or

Iwashe Stias

charge the allocated portion of the Builder/Developer in the super built up construction, but shall have all those rights of alienation in respect of their allocated portion upon getting possession on completion of the building, to any person/persons, company/ companies. The Builder/ Developer also shall have not right to letout, grant, lease, mortgage and/or charge the allocated super built up areas of the owner.

e) The owner hereby declare in clear and unequivocal terms that neither he nor his heirs and representatives after execution of this agreement shall encumber or otherwise transfer the land described in the Schedule 'A' and shall abide this stipulation set out in the agreement itself.

f) The Builder/ Developer will have the right to enter into agreement for assignment of the flats and/or space of the proposed building(excepting the reserved flats mentioned in clause 7 herein above of owners along with the proportionate undivided share in land and in common portion) with any intending purchasers. The Builder/Developer shall also be entitled to take earnest and consideration money for proportionate share in land and construction cost as advance as well as consideration money from

Loope Shan.

any intending purchaser or purchasers in respect of the flats of the proposed building allotted to the Builder/ Developer.

g) Upon execution of this Agreement, the Owners/ First Party is executing a Power of Attorney in favour of the Builder/ Developer or it's nominee or nominees authorizing the Builder/ Developer or it's nominee or nominees as the case may be for taking all necessary steps in connection with the property described in the Schedule A written hereunder and to represent the owners before the B.L.&L.R.O. Kasba, Kolkata Municipal Corporation, and Kolkata Police, Fire Brigade and any other authorities including State or Central Government in connection with the construction of the proposed building and also to sign application, schemes, Maps. Drawings, Plans and other writings in his behalf and also to appear before any authorities and also to execute agreement for sale of flats as well as deed of conveyance in respect of portions allotted to the Builder/ Developer and to receive considerations thereof.

# 21 BUILDER/ DEVELOPER'S OBLIGATION

The Builder/ Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of rules applicable for construction of the building and shall positively

harke Shar

complete the construction within 24 months from the date of vacant possession of the said premises and shall positively deliver owner's allocation within a month thereafter.

a) To provide five shifting after sanction building plan from KMC and the Developer will pay Rs 2,00,000/-(Two Lakhs) for each shifting at one time shifting cost to the owners till the date of delivered the possession of the owner allocation.

b) Xerox copy of Deed and others documents in respect of the property will be handed over by the owner to the Developer and as and when required, the owner or his representatives will be bound to produce original Deed and documents.

c) The Developer will be liable to pay Rs 1000 per month as damages charges after expiring the stipulated period i.e. 18+6 months from the date of taking possession of the said premises.

d) The Developer will arrange Electricity meter and water pump with the cost of owner in favour of Owner-Allocation.

22. OWNERS' INDEMNITY

The Owners hereby undertake that they will positively deliver the vacant unencumbered possession of the said property to the Builder/ Developer from the same day as per Agreement mentioned

laner Shan.

herein above and they have no objection for commercial construction on ground floor.

23. Builder/ Developer's Indemnity:

a) The Builder/ Developer hereby undertake to keep the owner indemnified against all third party claims and notices arising out of any sort of act or commission or commission of the Builder/ Developer in or in relation to the construction of the said new Building strictly in terms of the plan.

24. The Agreement herein made shall not be treated as Partnership between the owner and the Builder/ Developer. The Builder/ Developer is given the absolute rights to develop the said property as aforesaid for commercial exploitation of Builder/Developer's allocation in lieu of owners' allocation in terms of this Agreement.

25. Nothing in these presents shall be constructed as a demise or assignment or conveyance in land by the owner of the said property or any part thereof to the Builder/ Developer or as creating any right, title and interest in respect of thereof in the Builder/ Developer other than a exclusive license to the Builder/ Developer

Jurashe Shar

to commercially exploit the same to his benefit in terms hereof provided However the purchasers/ transferees out of the developer allocation shall be entitled to borrow money from any Bank or Banks or any private financial institutions for the purpose of purchasing flats/ carparking space without creating any financial liability on the owner and for that purpose the Builder/Developer shall keep the owner indemnified against any action suits and proceedings and costs charges and expenses in respect thereof.

26. The original Agreement and certified copy of a duly attested copy of the original Deeds and documents of title in respect of the said property shall be kept at the city office Builder/ Developer or at the office of their agents for the inspection of the intended purchaser or purchasers. The owner will be bound to handover original deed and documents to Builder/ Developer

27. The Builder/ Developer hereby declare that they have entered into this Agreement upon relying on the owners' representation and bonafide about their title to the said property described in the Schedule A written hereunder.

wark Sha

23 .

28. The Builder/ Developer, without prejudice to the rights and contentions of the owner, in this agreement, shall be entitled to enter into in their said capacity with any other building contractor, architect and others for carrying out the said development at their risk and costs.

29. FORCE MAJEURE:

a)The respective parties herein mentioned shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was prevented by any force majeure and this contract shall remain suspended during the period of such force majeure, if any.

b)The term force majeure shall mean floods, earth- quake, riots, war storm, tempest civil commotion, strikes, lock-outs and/or any other act or commission beyond the control of the Parties hereto.

30. ARBITRATION: Any dispute or differences on any matter relating to the terms and condition of this Agreement herein between the Parties hereto shall be referred to arbitration under the provisions of the Indian Arbitration Act, 1940 and/or any other statutory modifications made thereto.

Lank Shan

# SCHEDULE 'A' REFERRED TO ABOVE

<u>ALL THAT</u>. piece and parcel of all that piece and parcel of land measuring 4 (Four) Cottahs 11 (Eleven) Chittaks of land be the same a little more or less with structure measuring 100sq.ft lying and situated at Mouza Naktala, J.L. No. 32, E.P. No 432,S.P.No 605, C.S. Plot No 424(P), 395(A)under District Sub-Registry office Alipore, P.S. Jadavpur now Netajinagar , in the District South 24-parganas which is now known as KMC Premises No. 87/12/447E, Raja Subodh Chandra Mullick Road under Ward No 100 within Kolkata Municipal Corporation and Postal Address E/132, Ramgarh P.O. Naktala P.S. Netajinagar, Kolkata 700047 , District 24-Parganas (South), West Bengal vide Assessee No 23-100-08-0366-6 which is butted and bounded in the manner following :-

North : S.P. No 604/1 South : S.P. No 431 East : Tank West: 20 feet Colony Road

> SCHEDULE.'B' REFERRED TO ABOVE (PROPOSED BUILDING)

ALL THAT the piece and parcel of proposed G+3 storied building to be constructed according to specification mentioned in schedule

haster Shar.

F as per plan in the land described in schedule A above having all the common facilities as described in schedule E written hereunder.

# SCHEDULE 'C' REFERRED TO ABOVE

(OWNER'S ALLOCATION IN THE MULTI STORIED BUILDING) The Owner shall get 50% of total flats area consisting 6 flats out of which four flats on third Floor and two flats on First Floor as owner allocation of the proposed G+3 storied building with proportionate share of land including common areas with facilities

# SCHEDULE 'D' REFERRED TO ABOVE (DEVELOPER/S BUILDERS/ALLOCATION)

All that piece parcel of remaining portion of constructed area of the proposed multi storied building with undivided proportionate of land of above mentioned property save and except the owner allocation in the land described in schedule A with proportionate share of land including common areas with facilities

# <u>SCHEDULE 'E' REFERRED TO ABOVE</u> COMMON AREAS & FACILITIES

- 1. Stair case on all the floors of the building with roof
- Common passage including main entrance leading to the respective allotted flats.
- Water pump and water tank under ground reservoir, overhead tank and water supply line.

leanthe Shan

 Electric meter for pump installation and other common electrical service in the building and the meter room if any.

5. Drainage sewearage systems.

6. Boundary walls and main gate.

Such other common parts, equipment's installations, fixtures. fittings and spaces for occupancy of the respective portions in the building.

# SCHEDULE 'F' REFERRED TO (SPECIFICATION OF WORK)

Foundation

Sand filling with isolated footings. Height of Foundation 2 feet from Road

R.C..C. Frame Structures

Wall:Internal wall and ceiling finished with plaster of Putty

Stair	:	Marble and iron bar
Brick work	:	Normal.
Floor	:	2feetx2feet vitrified Tiles
Toilet & Kitchen	:	kitchen top finished with Marble and
	4. š 2	steal sink with 2 feet 6 inch glazed tiles
		and G.I. pipe for water line and tap with
		C.P. fittings
Door	:	Flash door with wooden frame

Door Windows

: Aluminum sliding window with glass and grill

Electricians Sanitary and :Conceal wearing (Fenolex Pritam switch)

Plumbing	CENTRAL STREET, STREET
Basin/Pan/	Commode : Hindustan made.
Water Supply	: 24 hours water supply municipal water through
	Separate PVC pipe. Separate water tank,
	pump,
Roof Treatment :	Normal( Water proof )
Outside of Buildin	g colour
Roof Wall Bounda	ry 3 feet
Lift	: Four passengers capacity as per kmc sanction
Entrance	: One Gate and secured boundary wall
.Meter Flat Own	ers will get Electricity meter separately with own
	cost from concern authority
Extra charge will	be paid for extra work

Jwarrie Shan.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals and executed this power of attorney this the  $\frac{17K}{day}$  of February 2023.

AND SEALED SIGNED within mentioned in the presence of: 1. Subroita Dhar mikkow 87/10A. Rajasc. Mikkow 104-47

Ewaponer tribe Krishna chaloaborty. Rangiest chanda Biswanit Chanda. Soumyajit Chanda Monika Chanda. Snelia Clianda

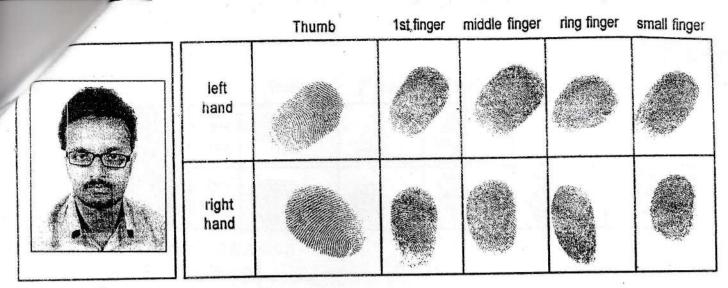
2. ve hand an Blowich Alipose Rali er cent 1000-23

SIGNATURE OF THE EXECUTANTS(OWNERS)

DHAR CONSTRUCTION Swark Shar. Proprietor

# SIGNATURE OF THE DEVELOPER

Drafted by me Jartin Das Advocate, F-639/99 High Court, Calcutta Bar Association Room No. 13, Typed by me Jartali Cheten Day Aipore Police Court



Name SWASTIK DHAR Signature Warsk Sthas

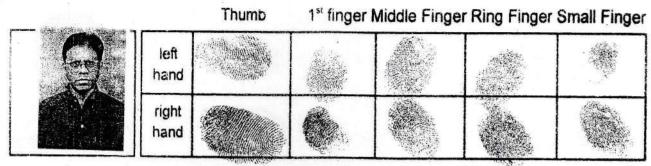
	Thumb	1st finger	middle finger	ring finger	small finger
left hand			Ø		Ø
right hand					

Name SWAPNA MITRA

Signature Lavaforna pristate.

 <u></u>	Thumb	1st finger	middle finger	ring finger	small finger
left hand		Ö			
right hand					

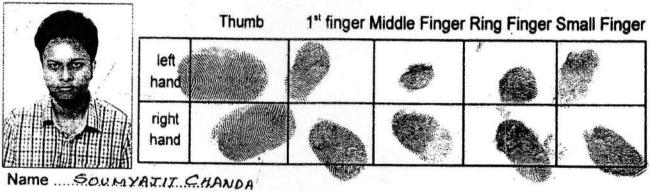
Name KRISHNA CHAKRABORTY Signature Krishna Chahraboarty



Name BANAJIT CHANDA. Signature Remajor Clauda

	Thumb	1 <sup>st</sup> finger	Middle Finge	r Ring Finger	Small Finge
left hand				#1246	
right hand					

Name BISNATIT CHANDA Signature B'SNOWJIT Chande



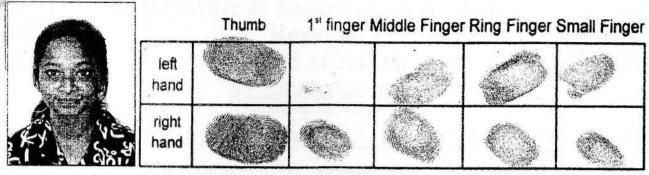
Signature Soumy jit Rando

1<sup>st</sup> finger Middle Finger Ring Finger Small Finger

left hand			
right hand			

Thumb

Name MONIKA CHANDA Signature Monika Chanda



Name SNEHA CHANDA Signature Sneba Cleanda

Annual and a strength of the s	0.00	Thumb	1 <sup>st</sup> finger Mid	ddle Finger Ring	Finger Small Fing
	left hand				
PHOTO	right hand			iter -	

Signature .....

	-	Thumb	1 <sup>st</sup> finger N	Aiddle Finge	r Ring Finge	er Small Fing
PUOTO	left hand					
РНОТО	right hand					

Signature .....

	1	Thumb	1 <sup>st</sup> finger l	Middle Finger Ring	g Finger Small Fin
DUOTO	left hand				
РНОТО	right hand				

Signature .....



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



# GRN Details

GRN:	19
GRN Date:	17
BRN:	Ik
<b>GRIPS</b> Payment ID:	17
Payment Status:	SI

192022230300432171 17/02/2023 14:19:35 IK0CCNPOW0 170220232030043216 Successful Payment Mode: Bank/Gateway: BRN Date: Payment Init. Date: Payment Ref. No:

Online Payment State Bank of India 17/02/2023 14:20:43 17/02/2023 14:19:35 2000428101/6/2023 [Query No/\*/Query Year]

the start wat

# Depositor Details

Depositor's Name:	SWASTIK DHAR
Address:	87/10A, RAJA S C MULLICK ROAD
Mobile:	8961663303
Contact No:	9231231787
Depositor Status:	Buyer/Claimants
Query No:	2000428101
<b>Applicant's Name:</b>	Mr PARTHA PRATIM DAS
<b>Identification No:</b>	2000428101/6/2023
Remarks:	Sale, Development Agreement or Construction agreement Payment No 6
Period From (dd/mm/yyyy):	17/02/2023
Period To (dd/mm/yyyy):	17/02/2023
Payment Details	

SI. No.	Payment Ref No	Head of A/C	Head of A/C	Amount (₹)
1	2000428101/6/2023	Property Registration- Stamp duty	0030-02-103-003-02	15021
2	2000428101/6/2023	Property Registration-Registration Fees	0030-03-104-001-16	2021
54. 1	*		Total	17042

# IN WORDS: SEVENTEEN THOUSAND FORTY TWO ONLY.

GRIPS Payment Detail	RIPS 2.0 Ackno Payment	of West Bengal wledgement Re t Summary	
GRIPS Payment ID: Total Amount: Bank/Gateway: BRN: Payment Status: Depositor Details	170220232030043216 17042 State Bank of India IK0CCNPOW0 Successful	Payment Init. Date: No of GRN: Payment Mode: BRN Date: Payment Init. From:	17/02/2023 14:19:35 1 Online Payment 17/02/2023 14:20:43 GRIPS Portal
Depositor's Name: Mobile: Payment(GRN) Details	SWASTIK DHAR 8961663303		
Sl.No. GRI 1 19202223030		Department ate of Registration & Stamp Reve	Amount (₹)
DISCLAIMER: This i	ENTEEN THOUSAND FO is an Acknowledgement Re below.		17042 Dective e-challan from the

# Major Information of the Deed

Deed No :	I-1601-00394/2023	Date of Registration 17/02/2023
Query No / Year	1601-2000428101/2023	Office where deed is registered
Query Date 16/02/2023 5:35:14 PM		D.S.R I SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address & Other Details	PARTHA PRATIM DAS ALIPORE POLICE COURT, Than BENGAL, PIN - 700027, Mobile I	a : Alipore, District : South 24-Parganas, WEST No. : 9433069769, Status :Advocate
Transaction		Additional Transaction
Provide the state of the state	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-]
Set Forth value		Market Value
Rs. 2/-		Rs. 1,44,55,123/-
Stampduty Paid(SD)		Registration Fee Paid
Rs. 20,021/- (Article:48(g))		Rs. 2,053/- (Article:E, E, B)
Remarks	Received Rs. 50/- (FIFTY only area)	) from the applicant for issuing the assement slip.(Urban

# Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja S. C. Mullick Road, , Premises No: 87/12/447E, , Ward No: 100 Pin Code : 700047

Sch	Plot Number	Khatian	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	t. Other Details
and the second second	(RS :- )		Bastu		4 Katha 11 Chatak	1/-		Width of Approach Road: 20 Ft.,
	Grand	Total :			7.7344Dec	1/-	144,28,123 /-	

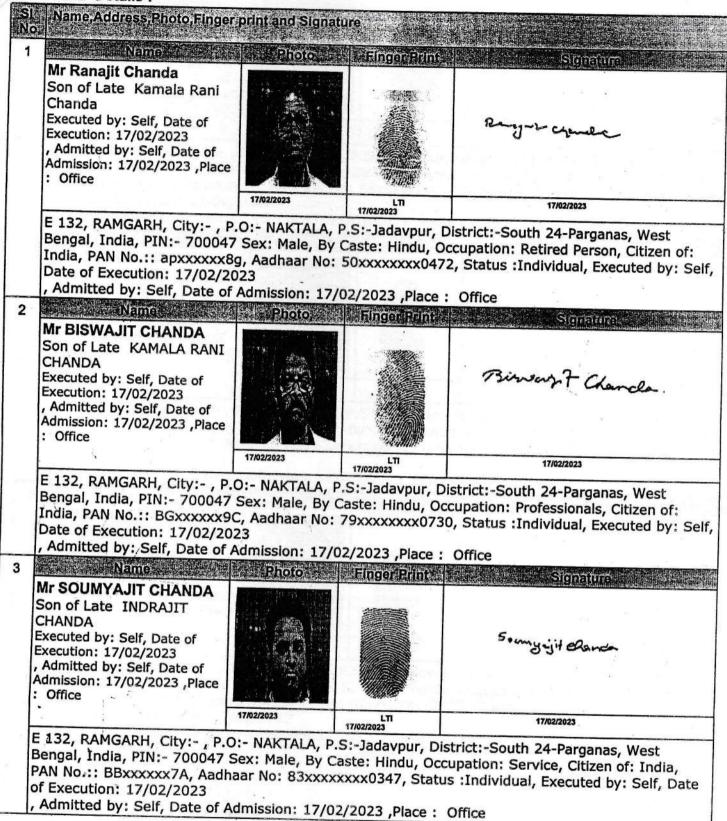
## Structure Details : /

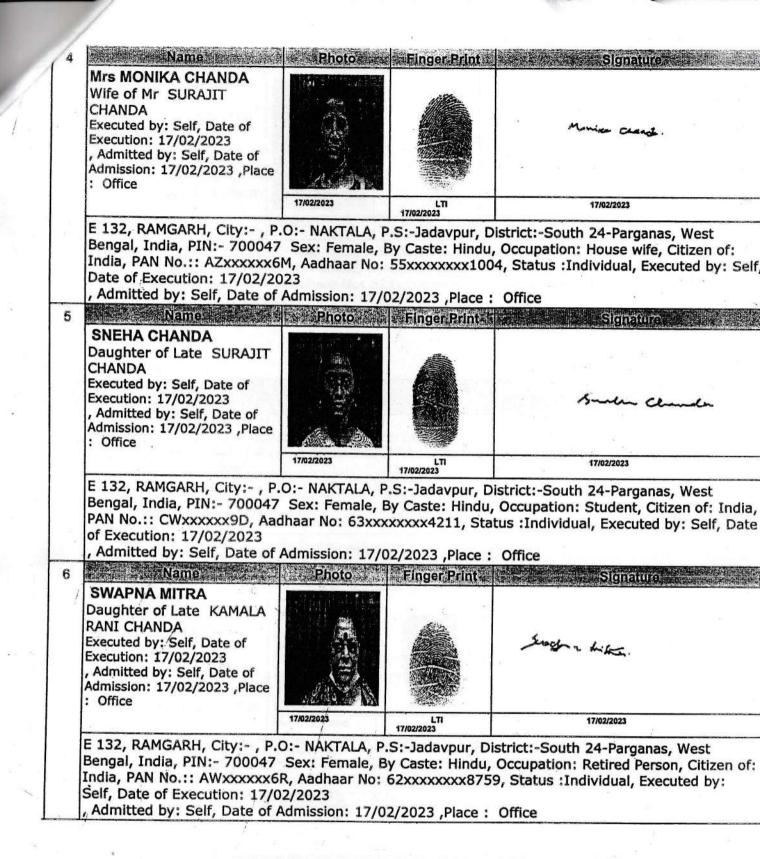
Sch	Structure	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

	Total :	100 sq ft	1/-	27,000 /-	
--	---------	-----------	-----	-----------	--

## Land Lord Details :





KRISHNA CHAKRABORTY Daughter of Late KAMALA RANI CHANDA Executed by: Self, Date of Execution: 17/02/2023 , Admitted by: Self, Date of Admission: 17/02/2023 ,Place : Office			لاستحميم المسطع المراجع
	17/02/2023	LTI 17/02/2023	17/02/2023

, Admitted by: Self, Date of Admission: 17/02/2023 ,Place : Office

#### **Developer Details :**

 Name:Address:Photo:Finger print and Signature
M S.DHAR CONSTRUCTION 87/10A, RAJA S C MULLICK ROAD, City:- , P.O:- NAKTALA, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 , PAN No.:: BPxxxxx5A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

# **Representative Details :**

1 Name	Photo	Einger Print	Stgnature
Mr SWASTIK DHAR (Presentant) Son of Mr SUBRATA DHAR Date of Execution - 17/02/2023, Admitted by: Self, Date of Admission: 17/02/2023, Place of Admission of Execution: Office			burrick Schar
	Feb 17 2023 2:58PM	LTI 17/02/2023	17/02/2023
Parganas, West Bengal, India	, PIN:- 700047, S Pxxxxx5A, Aad	ex: Male, By Ca naar No: 49xxxx	P.S:-Jadavpur, District:-South 24- aste: Hindu, Occupation: Business, cxxxx7969 Status : Representative,
ntifier Details :		5.5	
entifier Details : me	Photo	Finger Print	Signature

Mr PARTHA PRATIM DAS Son of Late B C DAS ALIPORE, City:- ; P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			Ren Roman Son.
	17/02/2023	17/02/2023	17/02/2023

22/02/2023 Query No:-16012000428101 / 2023 Deed No :I - 160100394 / 2023, Document is digitally signed.

ntifier Of Mr Ranajit Chanda, Mr BISWAJIT CHANDA, Mr SOUMYAJIT CHANDA, Mrs MONIKA CHANDA, SNEHA CHANDA, SWAPNA MITRA, KRISHNA CHAKRABORTY, Mr SWASTIK DHAR

SI.No	fer of property for L1	To. with area (Name-Area)
1	Mr Ranajit Chanda	M S .DHAR CONSTRUCTION-1.10491 Dec
2	Mr BISWAJIT CHANDA	M S .DHAR CONSTRUCTION-1.10491 Dec
3	Mr SOUMYAJIT CHANDA	M S .DHAR CONSTRUCTION-1.10491 Dec
4	Mrs MONIKA CHANDA	M S .DHAR CONSTRUCTION-1.10491 Dec
5	SNEHA CHANDA	M S .DHAR CONSTRUCTION-1.10491 Dec
6	SWAPNA MITRA	M S .DHAR CONSTRUCTION-1.10491 Dec
7	KRISHNA CHAKRABORTY	M S .DHAR CONSTRUCTION-1.10491 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Mr Ranajit Chanda	M S .DHAR CONSTRUCTION-14.28571400 Sq Ft
2	Mr BISWAJIT CHANDA	M S .DHAR CONSTRUCTION-14.28571400 Sq Ft
3	Mr SOUMYAJIT CHANDA	M S .DHAR CONSTRUCTION-14.28571400 Sq Ft
4	Mrs MONIKA CHANDA	M S .DHAR CONSTRUCTION-14.28571400 Sq Ft
5	SNEHA CHANDA	M S .DHAR CONSTRUCTION-14.28571400 Sq Ft
6	SWAPNA MITRA	M S .DHAR CONSTRUCTION-14.28571400 Sq Ft
7	KRISHNA CHAKRABORTY	M S .DHAR CONSTRUCTION-14.28571400 Sq Ft

#### Endorsement For Deed Number : I - 160100394 / 2023

## On 17:02-2023

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) 1

Presented for registration at 13:50 hrs on 17-02-2023, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr SWASTIK DHAR ,.

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 1,44,55,123/-

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

Execution is admitted on 17/02/2023 by 1. Mr Ranajit Chanda, Son of Late Kamala Rani Chanda, E 132, RAMGARH, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Retired Person, 2. Mr BISWAJIT CHANDA, Son of Late KAMALA RANI CHANDA, E 132, RAMGARH, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Professionals, 3. Mr SOUMYAJIT CHANDA, Son of Late INDRAJIT CHANDA, E 132, RAMGARH, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service, 4. Mrs MONIKA CHANDA, Wife of Mr SURAJIT CHANDA, E 132, RAMGARH, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service, 4. Mrs MONIKA CHANDA, Wife of Mr SURAJIT CHANDA, E 132, RAMGARH, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession House wife, 5. SNEHA CHANDA, Daughter of Late SURAJIT CHANDA, E 132, RAMGARH, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Student, 6. SWAPNA MITRA, Daughter of Late KAMALA RANI CHANDA, E 132, RAMGARH, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Student, 6. SWAPNA MITRA, Daughter of Late KAMALA RANI CHANDA, E 132, RAMGARH, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Retired Person, 7. KRISHNA CHAKRABORTY, Daughter of Late KAMALA RANI CHANDA, E 132, RAMGARH, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Retired Person, 7.

Indetified by Mr PARTHA PRATIM DAS, , , Son of Late B C DAS, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative] Execution is admitted on 17-02-2023 by Mr SWASTIK DHAR.

Indetified by Mr PARTHA PRATIM DAS, , , Son of Late B C DAS, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,053.00/- (B = Rs 2,000.00/- ,E = Rs 21.00/-,H = Rs 28.00/-,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 2,021/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/02/2023 2:20PM with Govt. Ref. No: 192022230300432171 on 17-02-2023, Amount Rs: 2,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CCNPOW0 on 17-02-2023, Head of Account 0030-03-104-001-16

#### Rayment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3394, Amount: Rs.5,000.00/-, Date of Purchase: 17/02/2023, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/02/2023 2:20PM with Govt. Ref. No: 192022230300432171 on 17-02-2023, Amount Rs: 15,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CCNPOW0 on 17-02-2023, Head of Account 0030-02-103-003-02

# Tabls Ansari DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume number 1601-2023, Page from 16006 to 16050 being No 160100394 for the year 2023.



Digitally signed by MD TABIS ANSARI Date: 2023.02.22 13:37:45 +05:30 Reason: Digital Signing of Deed.

(Tabis Ansari) 2023/02/22 01:37:45 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS West Bengal.

# (This document is digitally signed.)