

3053/2022

1-3077/2022



पश्चिम बंगाल WEST BENGAL

64AB 555105

9-634433/2022

Certified that the document is ~~subject~~
to registration. The Signatures Sheet and
Endowment Sheet Attached to the
document are the part of the document.

Additional District Sub-Registrar
Calcutta Dum Dum, 26-4-Pgs. 6/10/21

04 MAR 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 29th day of December,
Two Thousand Twenty One (2021)

BETWEEN

...2...

163266

No.

Name:

P. K. BANDYOPADHYAY
ADVOCATE

Address: HIGH COURT, Cal-1

Rs.

Kolkata Collectorate
11, Netaji Subhas Rd.,
Kolkata-1

Amal Kr. Saha
Licensed Stamp
Vendor

29 DEC 2021

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Addl. District Sub-Registrar
Cossipora, Dum Dum

04 MAR 2022

Pradip Mallik
3/o. Late S. C. Mallik
Rajendra Nagar
Nimta, Kal-49

SRI SANTANU DHAR (PAN ADBPD4659A), Aadhaar No. 897054845686, son of late Dipak Dhar by faith Hindu, by occupation Service, by Nationality Indian, residing at 38/3, Kamalapur West, Post Office Kamalapur, Police Station Dum Dum, Kolkata – 700028, District : North 24-Parganas, West Bengal, hereinafter referred to as the **'OWNER'** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the **ONE PART**.

A N D

DHAR CONSTRUCTION (PAN - BAZPD3715K), a Proprietorship firm having its registered Office at 8/1/26D, Arabinda Sarani, (West Kamalapur), Post Office Kamalapur, Police Station Dum Dum, Kolkata – 700028, District : North 24-Parganas, West Bengal, represented by its sole Proprietress **MRS. RINA DHAR (PAN BAZPD3715K), Aadhaar No. 926080178063**, wife of Sri Atanu Dhar, by faith Hindu, by occupation business, residing at 8/1/26D, Arabinda Sarani, Post Office Kamalapur, Police Station Dum Dum, Kolkata – 700028, District : North 24-Parganas, West Bengal, hereinafter referred to as the **'PROMOTER/DEVELOPER'** (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

WHEREAS Manju Dhar being the owner absolutely seized and possessed **ALL THAT** piece and parcel of bastu land measuring **2 cottahs 0 chittaks 0 sq.ft.** more or less along with structure standing thereon lying and situated at **Holding No. 8/1/26D, Arabinda Sarani, (West Kamalapur)**, P.S. Dum Dum; Kolkata – 700028, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 167, S.P. No. 55, C.S. Dag No. 2027 (P), L.R. Dag No. 2027, under L.R. Khatian No.386, within the municipal limits of Dum Dum Municipality, Ward No. 14, District : North 24-Parganas, by virtue of a registered free hold title deed which was executed and registered on 27.07.1993 and the same was recorded in Book No. I, Volume no. 9, Pages 101 to 104, Being No. 626, for the year 1993 at Addl. District Registration Office, Barasat, North 24-Parganas, by mutating her name and by paying taxes and revenues to the competent authority.

AND WHEREAS said Manju Dhar being the owner absolutely gifted and transferred **ALL THAT** piece and parcel of bastu land measuring **1 cottah 2 chittaks 38 sq.ft. more or less out of 2 cottahs 0 chittaks 0 sq.ft.** more or less along with structure standing thereon lying and situated at **Holding No. 8/1/26D, Arabinda Sarani, (West Kamalapur), P.S. Dum Dum, Kolkata – 700028**, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 167, S.P. No. 55, C.S. Dag No. 2027 (P), L.R. Dag No. 2027, under L.R. Khatian No.386, within the municipal limits of Dum Dum Municipality, Ward No. 14, District : North 24-Parganas, in favour of her younger son Sri Santanu Dhar through a registered Deed of Gift which was executed and registered on 29th March, 2001 and the same was recorded in Book No. I, Volume No. 56, Pages 167 to 174, Being No. 2302 for the year 2001 at Addl. District Sub-Registration Office Cossipore Dum Dum after taking prior permission from R.R. & R. Department, Govt. of West Bengal vide Memo No. 13/R.C.(Reg) dated 9.1.2001 from D.D. (Regd) R.R. Department. After that said Sri Santanu Dhar, the Owner herein, mutated his name before Dum Dum Municipality against Holding No. 8/1/26D/1, Arabinda Sarani, Kolkata – 700028 and before BLLRO against L.R. Dag No. 2027 under L.R. Khatian No. 385.

AND WHEREAS since then said Sri Santanu Dhar, the Owner herein, absolutely seized and possessed **ALL THAT** piece and parcel of bastu land measuring **1 cottah 2 chittaks 38 sq.ft. more or less** along with structure standing thereon lying and situated at **Holding No. 8/1/26D/1, Arabinda Sarani, (West Kamalapur), P.S. Dum Dum, Kolkata – 700028**, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 167, S.P. No. 55, C.S. Dag No. 2027 (P), L.R. Dag No. 2027, under L.R. Khatian No.385, within the municipal limits of Dum Dum Municipality, Ward No. 14, District : North 24-Parganas, by paying taxes regularly to the competent authority. The aforesaid property is fully described in the Schedule 'A' herein below and free from all encumbrances and charges.

AND WHEREAS the Owner is desirous for developing the said premises by constructing multi-storied building in accordance with the sanctioned building plan.

AND WHEREAS upon the aforesaid representation of the owner and subject to verification of title of the Owner concerning the said premises, the Promoter/Developer has

agreed to develop the said premises by constructing a multi-storied building on the land measuring **1 cottahs 2 chittaks 38 sq.ft.** more or less in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

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

- 1.a) **OWNER** shall mean **SRI SANTANU DHAR**, his heirs, executors, administrators, and legal representatives.
- 1.b) **PRMOTER/DEVELOPER** shall mean **M/S. DHAR CONSTRUCTION** and her heirs executors administrators assigns successors.
- 1.c) **TITLE DEED** shall mean all the documents referred to herein above and all documents of title in respect of the aforesaid property.
- 1.d) **PREMISES** shall mean the **Holding No. 8/1/26D/1, Arabinda Sarani**, P.S. Dum Dum, Kolkata – 700028, within the municipal limits of Dum Dum Municipality, Ward No. 14, District : North 24-Parganas, more fully and particularly described in the schedule 'A' hereunder written along with building delineated the plan or map annexed hereto and bordered in red thereon.
- 1.e) **BUILDING** shall mean the multi-storied building to be constructed on the said premises.
- 1.f) **COMMON FACILITIES AND AMENITIES** shall include corridors stairways, passage, ways drive ways, overhead reservoir, meter, pump and motor, lift, lift well, lift machineries, lift room and other facilities which may be mutually agreed upon between the parties and required for the establishment location enjoyment provisions roof and terrace of the building maintenance and/or management of the building.
- 1.g) **SALEABLE SPACE** shall mean the space excepting the owner's allocation in the building available for independent use and occupation after making the provisions for common facilities and the space required that for.
- 1.h) **OWNER'S ALLOCATION** shall mean two self contained flats **on Third Floor** having an area **1000 sq.ft. more or less each** including proportionate stair area, lift area and service area in the building to be constructed on the said premises which is fully described in

the Schedule "B" herein below and which shall be allocated to the Owner free of any costs expenses and charges of the Owner in accordance with the terms and conditions of these presents including proportionate share in the common facilities and amenities on pro rata basis as fully and particularly set out in Schedule 'B' hereunder written.

1.i) **DEVELOPER'S/PROMOTER'S ALLOCATION** shall mean the remaining of the area in the building to be constructed in the said premises after allocating to the owner as aforesaid including proportionate share in the common facilities and amenities on pro rata basis. The Developer's/Promoter's allocation is fully described in the Schedule 'C' herein below.

2. THE OWNER DECLARES AS FOLLOWS :

a) That the Owner above named is absolutely seized and possessed of and/or well and sufficiently entitled to the said premises.

b) That the said premises is free from all encumbrances charges and Owner had a marketable title in respect of the said premises.

c) That the said premises is free from all encumbrances charges and liens, lispendents attachments trust acquiescence requisitions whatsoever or howsoever.

d) That there is no excess vacant land of the said premises within the meaning of Urban Land (Ceiling & Regulation) Act, 1976.

3. The Owner and the Developer/Promoter do hereby declare and covenant as follows:

(a) That the Owner hereby grant exclusive right to the Developer/Promoter to prepare building plan and to have sanctioned or re-sanctioned of the same at her own costs and to undertake make construction after demolishing the existing structure standing on the said premises in accordance with the plan to be sanctioned by the Dum Dum Municipality.

(b) That all applications, plans, completion certificate other papers and documents as may be prepared by the Developer/Promoter for the purpose of obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the Developer/

Promoter on behalf of the Owner at the Developer's/Promoter's own cost and expenses and the Owner shall sign all the necessary papers for the same at the request of the Developer/Promoter as and when required.

(c) That nothing herein contained shall be construed as demised or assignment or conveyed or as creating any right title or interest in respect of the said premises in favour of the Developer/Promoter other than an exclusive licence or right to the Developer/Promoter to do or refrain from doing the acts and things in terms whereof and to deal with the Developer's/ Promoter's allocation.

(d) That the Owner shall hand over the vacant peaceful possession of the aforesaid property in favour of the Promoter/Developer herein within 7(seven) days from the date of obtaining sanctioned building plan.

(e) That the Owner shall grant to the Developer/Promoter a Development Power of Attorney for the purpose of obtaining the sanctioned/re-sanctioned plan and all necessary permission and obtain completion certificate and sanction from different authorities in connection with the construction of the building and also for pursuing the following of the matters with the Dum Dum Municipality and other authorities and to negotiate and to take earnest money and/or total consideration money from the intending purchaser/s of the flat/flats/garage of the building to be constructed and to execute and register the same before the Addl. Dist. Sub-Registrar, Dist. Registrar, Registrar of Assurances.

(f) That upon completion of the new building the Developer/Promoters shall put the Owner in undisputed possession of the Owner's allocation completed as per specification given in Schedule 'D' together with the rights in common facilities and amenities.

(g) That the Owner and the Developer/Promoter shall exclusively entitled to their respective share of allocation in the building with right to transfer or otherwise deal with or dispose of the same without any right or claim of others or interest therein whatsoever of the other and the Owner shall not in any interfere with or disturb the quite and peaceful possession of the Developer/ Promoter's allocation.

(h) That in so far as necessary dealings with the Developer/Promoter in respect of the building including agreement for sale or transfer concerning the Developer/Promoter allocation shall in the name of the Owner for which purpose the owner undertakes to give the Developer/Promoter a Development Power of Attorney in a form and manner required by the Developer/Promoter provided however the same shall not create any financial liabilities upon the Owner in any manner whatsoever.

(i) That Owner shall execute and register deed of conveyance or conveyances in favour of the Developer/Promoter or her nominee or nominees or such part or parts as shall be required by the Developer/Promoter in respect of the Developer's/Promoter's allocation and all costs and expenses including stamp duty and registration charges shall be borne and paid by the Developer/Promoter or her nominee or nominees.

(j) That the Developer/Promoter shall at her own cost construct and complete the new multi-storied building at the said premises accordance with the sanctioned plan confirming to such specification as are mentioned in Schedule 'D' hereunder written and as may be recommended by the Architect of the Developer/Promoter. The Owner shall not be responsible or liable for any deviation from sanctioned plan in the construction of new building by the Developer/Promoter.

(k) That the Developer/Promoter shall install in the said building at her own cost pump, overhead reservoir, electric wiring, lift and other facilities as are required to be provided in the new building constructed for sale of flats/garages therein on ownership basis and as mutually agreed.

(l) That the Developer/Promoter shall be authorised to negotiate with the intending Purchaser or Purchasers for sale of the Developer's/Promoter's allocation and to enter into any agreement with the intending Purchaser or Purchasers and to receive earnest money against valid receipts put the same shall not create any financial liability upon the Owner in any manner whatsoever.

(m) That the Developer/Promoter shall at her own cost and expenses and without creating any financial or other liabilities on the Owner construct and complete the said multistoried building in accordance with the sanctioned plan and any amendment thereto or modifications thereof made or cause to be made by the Developer/Promoter.

(n) That as from the date of sanction of the construction plan by the Dum Dum Municipality the municipal rates and taxes as also other outgoings in respect of the said premises and till such time as the possession of the said Owner's allocation are made shall be borne and paid by the Promoter/Developer and all outstanding dues on account of municipal rates and taxes as also other outgoings upto the date of delivery of possession to the Developer/Promoter shall remain the liabilities of the Owner and shall be borne by the Owner.

(o) That after completion of proposed newly constructed building, the Promoter/Developer shall hand over the Owner's Allocation to the Owner herein within 48 (forty eight) months from the date of obtaining sanctioned building plan and it may be extended for further 6 (six) months.

(p) That after obtaining sanctioned building plan from the Dum Dum Municipality, the Owner shall hand over the vacant peaceful possession of the existing building within seven (7) days from the date of sanctioned building plan to the Promoter/Developer herein.

(q) That the Promoter/Developer herein for the purpose of raising the construction shall have right to enter into Agreement/s for sale of flats, shops, garages, apartments etc. in respect of Developer's allocation only of the premises, as mentioned above and to the effect he shall be entitled to receive the earnest money from the intending Purchaser/s and also transfer the same to the prospective buyer/s by virtue of Development Power of Attorney but all material times, the Owner shall not be liable for such earnest money and all registration for sale to the intending buyer/s;

(r) That the Developer/Promoter shall be entitled to appoint her own labours, masons, contractors, builder, engineer, architect for necessary raising of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Developer/Promoter and all the risk and liabilities together with all responsibility shall remain with the Developer/Promoter and to that effect the Owner shall never be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever eventuality takes place at the time or after construction is completed and hand over to the prospective purchaser/s. The Promoter/Developer shall remain liable for any litigation arising

out of any matter relating to the construction of the building. In the matter of bringing up construction at the property mentioned and described in Schedule 'A' hereunder written the Developer/Promoter shall take care, in all respects, and they shall be responsible in the event of any actionable wrong if at all occurs to the men and masons to be employed by them or to any third party or parties.

(s) SUPPLEMENTARY AGREEMENT : After obtaining sanction of the building plan both the parties hereto shall enter into a Supplementary Agreement for their respective allocation and the said agreement shall be treated as part of this Development Agreement and both parties may enter into any further Supplementary Agreement, if requires, due to the change of circumstances like amalgamation etc.

(t) The Developer/Promoter hereby undertakes to keep the Owner indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the construction and development of the said premises and/or in the manner of construction of the said building and/or any defect therein.

(u) This Development Agreement is binding upon all the legal heirs and successors of both the Parties herein.

(v) That the Developer/Promoter shall keep the entire roof common for all the flat Owners and under no circumstances.

(w) The name of newly constructed multi-storied building shall be later on.

(x) It is agreed by the Promoter/Developer that all the expenses, including registration fees, stamp duty and lawyer's fees and expenses, for the registration of this Development Agreement and subsequent other Development Power of Attorney shall be borne by the Promoter/Developer.

4. That the Owner hereby agrees and covenant with the Developer/Promoter as follows:

(a) Not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer/Promoter.

(b) Not to do any act, deed or thing what by the Developer/Promoter may be prevented from selling assigning or disposing of any of the Developer's/Promoter's allocated portion in the building as the said premises.

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

(d) To remain bound to execute all agreements for sale or transfer concerning the Developer's/Promoter's allocation and shall remain bound to execute a Development Power of Attorney empowering the Developer/Promoter to execute all such agreement or agreements for sale or transfer and to execute and register all such deed or deeds for sale or transfer for and on behalf of the Owner's concerning the Developer's/Promoter's allocation of the building of the said premises on receipt of the consideration money and/or earnest money and to grant valid receipt by the Developer/Promoter and/or cancel or repudiate the same by the Developer/Promoter.

(e) To vacate the possession within 7 (seven) days from the date of obtaining sanctioned building plan and the existing building will be the property of Promoter/Developer.

(f) That neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor used thereof for any purpose which may cause any nuisance, annoyance or hazards to the other purchaser or purchasers of the apartments of the building.

(g) To pay all the arrear outstanding electricity charges if any till the date of delivery of peaceful vacant possession to the Promoter/Developer failing which the Developer/Promoter will pay the same to the proper authority from deducting the Owner's allocation.

(h) To use the existing electricity meter after obtaining the owner's allocation and to pay the electricity charges according to consumption to the CESC Limited.

5. THE DEVELOPER/PROMOTER HEREBY AGREE AND COVENANT WITH THE OWNER AS FOLLOWS :

(a) That the Developer/Promoter will complete the construction and/or hand over the Owner's allocation within 48 (forty eight) months from the date of obtaining sanctioned building plan and it may be extended for further 6 (six) months.

(b) Not to violate or contravene any of the provisions or rules applicable to the construction of the said building.

(c) To keep the Owner indemnified against all third party claims and actions arising out of any sort of the act of commission of the Developer/Promoter in relative to the construction of the said building.

(d) To keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's/Promoter's action with regard to the development of the said premises and in the matter of construction of the said building and/or for any defects therein.

6. THE OWNER AND THE DEVELOPER/PROMOTER ALSO HEREBY COVENANTS AS FOLLOWS :

(a) That Owner and the Developer/Promoter hereby declare that they have entered into this agreement purely as a contract basis and as a joint venture in any manner nor shall the parties hereto constitute as association of persons.

(b) The Owner hereby undertakes that the Promoter/Developer shall be entitled to construct and shall enjoy its allocated space without any interference or disturbance provided the Developer/Promoter performed and fulfill all the terms and conditions herein contained.

(c) The Owner shall do or execute or caused to be done or executed all such further deeds matters and things not herein specified as may be required to be done by the Developer/Promoter and for which the Developer/Promoter meet the authority of the Owner including any such additional power of attorney and/or authorisation as may be required for the purpose provided that all such acts deeds matters and things shall not in any way infringe on the rights of the Owner and/or go against the spirit of these presence.

(d) The Owner shall not be liable for any Income Tax or any other taxes in respect of the Developer's/Promoter's allocation which shall be liability of the Developer/Promoter who shall keep the Owner indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof.

(e) That the Developer/Promoter frame scheme for the management and administration of the said building and/or common part thereof and agree to abide by all the rules and regulations to be framed by any society or association who will be in charge of such nominee or nominees of the affairs of the building or common part thereof.

(f) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the Developer/Promoter by the Owner or as creating any right title or interest in respect thereof in favour of the Developer/Promoter to do the acts and things expressly provided hereto as also in the Power of Attorney to be given for the purpose **PROVIDED HOWEVER THE** Developer/Promoter may be entitled to raise fund from any Bank or Banks without creating any financial liability on the Owner or affecting its estate and interest in the said premises and for that purpose the Developer/ Promoter shall keep the Owner indemnified against all acts suits proceedings and costs charges and expenses in respect thereof.

(g) As and from the date of completion of the building the Developer/Promoter and/or her transferees and the Owner and/or his transferees shall each be liable to pay and bear proportionate charges on account of ground tax and other taxes payable in respect of their respective spaces.

(h) The Owner shall deliver or cause to be delivered to the Developer/Promoter all the original title deeds relating to the said premises simultaneously with the execution of these presents.

(i) That the Owner herein and the Promoter/Developer will determine their respective allocation by a Supplementary Development Agreement after obtaining sanctioned building plan from the competent authority, if necessary.

(e) That the Developer/Promoter frame scheme for the management and administration of the said building and/or common part thereof and agree to abide by all the rules and regulations to be framed by any society or association who will be in charge of such nominee or nominees of the affairs of the building or common part thereof.

(f) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the Developer/Promoter by the Owner or as creating any right title or interest in respect thereof in favour of the Developer/Promoter to do the acts and things expressly provided hereto as also in the Development Power of Attorney to be given for the purpose **PROVIDED HOWEVER THE** Developer/

Promoter be entitled to raise fund from any Bank or Banks without creating any financial liability on the Owner or affecting its estate and interest in the said premises and for that purpose the Developer/Promoter shall keep the Owner indemnified against all acts suits proceedings and costs charges and expenses in respect thereof.

(g) As and from the date of completion of the building the Developer/Promoter and/or his transferees and the Owner and/or her transferees shall each be liable to pay and bear proportionate charges on account of ground tax and other taxes payable in respect of their respective spaces.

(h) The Owner shall deliver or cause to be delivered to the Developer/Promoter all the original title deeds relating to the said premises simultaneously with the execution of these presents.

(i) That the Owner herein and the Promoter/Developer herein will determine their respective allocation by a Supplementary Development Agreement after obtaining sanctioned building plan from the competent authority.

(j) Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning construction or import of this agreement or their respective rights and liabilities as per this agreement shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each part and the award of the Arbitrators shall be final and conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration & Conciliation Act, 1996 and its statutory modification and/or reenactments thereof in force from time to time.

(k) That the Promoter/Developer may amalgamate the aforesaid property with neighbor properties or holdings at her own cost, in that event the owner will not raise any objection for such amalgamation.

(l) Notwithstanding the foregoing provisions, the rights to sue for specific performance of this contract by one part against the other as per the terms of this Agreement shall remain in force.

(m) Save and except what are herein before provided rights and liabilities of the parties shall be governed by the law in force.

SCHEDULE 'A' REFERRED TO ABOVE

ALL THAT piece and parcel of bastu land measuring **1 cottah 2 chittaks 38 sq.ft. more or less** along with R.T. Shed measuring **200 sq.ft. along with neat cement finished floor** standing thereon lying and situated at **Holding No. 8/1/26D/1, Arabinda Sarani, (West Kamalapur)**, P.S. Dum Dum, Kolkata – 700028, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 167, S.P. No. 55, C.S. Dag No. 2027 (P), L.R. Dag No. 2027, under L.R. Khatian No. 385, within the municipal limits of Dum Dum Municipality, Ward No. 14, District : North 24-Parganas, Addl. District Sub-Registration Office Cossipore Dum Dum and along with all rights of common passages and right of egress and ingress and butted and bounded by :

ON THE NORTH : By S.P. No. 168 (Puja Mandap),

ON THE SOUTH : By E.P. No. 167/A and property of Manju Dhar;

ON THE EAST : By Colony Road and property of Manju Dhar;

ON THE WEST : By E.P. No. 170,

**SCHEDULE 'B' REFERRED TO ABOVE
(OWNER'S ALLOCATION)**

ALL THAT piece and parcel of two self contained flats **on Third Floor** having an area **1000 sq.ft. more or less each** including proportionate stair area, lift area and service area in the building to be constructed on the said premises at **Holding No. 8/1/26D/1, Arabinda Sarani**, P.S. Dum Dum, Kolkata – 700028, within the municipal limits of Dum Dum Municipality, Ward No.14, District : North 24-Parganas, and along with proportionate undivided share of the land fully described in the Schedule 'A' herein above and all rights of common areas and facilities and amenities.

**SCHEDULE 'C' REFERRED TO ABOVE
(DEVELOPER'S ALLOCATION)**

ALL THAT piece and parcel of remaining area in the building after allocating Owner's allocation and along with proportionate undivided share of the land fully described in the Schedule 'A' herein above lying and situated at **Holding No. 8/1/26D/1, Arabinda Sarani**, P.S. Dum Dum, Kolkata – 700028, within the municipal limits of Dum Dum Municipality, Ward No.14, District : North 24-Parganas, and all rights of common areas and facilities and amenities attached with the areas.

**SCHEDULE 'D' REFERRED TO ABOVE
(SPECIFICATION OF WORKS OF FLAT)**

ALL THAT the specification of the building and flats & Garages as stated above : -

i) NATURE OF CONSTRUCTION :

R.C.C. Column, structure , inside will be finished by cement plaster with putty.

ii) DOORS :

Frames of good quality wood and flash doors of commercial quality. Main Door will be provided of wooden panel with one eye piece with one primar coating.

iii) WINDOWS :

All windows will be made of Aluminium sliding and protected with grill.

iv) KITCHEN :

Cooking platform built in black stone and the dado of cooking platform will be built in black stone and plain white glazed tile upto 2'-0" height on the black stone table and one steel sink with one bib cock. Floor will be made with marble.

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v) TOILET :

Toilet of flat on Indian type with shower, basin, bib cock and marble in the floor. The dado of the toilet will be built in plain white glazed tiles upto 5'-0".

vi) FLOOR :

Flooring of Marble with 6" skirting on all side with MARBLE.

vii) ELECTRIC :

Full concealed wiring in all flats, one electric calling bell point in main door, two light points one fan point one plug point in each bed rooms two light point one fan point one plug point one fridge point one T.V. point in dining-cum-drawing one light point in verandah one plug and one light point in bathroom one light point one plug point in kitchen, one AC point in one Bed room in each flat except this points if the owner required any extra charges will be extra.

viii) WATER SUPPLY :

Water supply to the flat shall be round the clock.

ix) INTERIOR WALL COATS :

All interior wall will be finished with cement plaster and putty.

x) Stair to be made with marble.

xi) ELEVATOR : LIFT of reputed Co. as per choice of Developer.

xii) EXTRA CHARGES :

Owners shall have to pay in advance for any type of extra work in addition to the total consideration of the flat together with common areas and proportionate share of land.

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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures on this agreement on the day month and year first above written.

SIGNED SEALED AND DELIVERED

In the presence of :

- 1) Pradip Mallick
Kaliendra Nagar
Nimta, Kat-49
- 2) Sanjay Paul
Feeder Road.
KOL-56

Santanu Dhar .

SIGNATURE OF THE OWNER

For DHAR CONSTRUCTION

Rina Dhar
Proprietor

SIGNATURE OF PROMOTER/DEVELOPER

Prepared by :

P. K. Bandyopadhyay,

Advocate,
High Court, Calcutta.
File No. WB/2653/1999



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

GRN Details

GRN: 192021220196849001
GRN Date: 02/03/2022 19:17:36
BRN : CKS9671525
Payment Status: Successful
Payment Mode: Online Payment
Bank/Gateway: State Bank of India
BRN Date: 02/03/2022 19:03:40
Payment Ref. No: 2000634433/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: BISWAS CONSULTANCY
Address: 101C SOUTH SINTHEE ROAD
Mobile: 9239880397
Depositor Status: Others
Query No: 2000634433
Applicant's Name: Mr Rabin Saha
Identification No: 2000634433/1/2022
Remarks: Sale, Development Agreement or Construction agreement

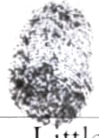
Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000634433/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	5010
2	2000634433/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	5031

IN WORDS: FIVE THOUSAND THIRTY ONE ONLY.

Page No. -

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the Executants/Presentants							
	 <i>Sarbanu Sheer</i>							
		Little	Ring	Middle	Fore	Thumb		
		(Left Hand)						
								
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						
			 <i>Rina Sheer</i>					
				Little	Ring	Middle	Fore	Thumb
				(Left Hand)				
								
Thumb	Fore			Middle	Ring	Little		
(Right Hand)								
				Little	Ring	Middle	Fore	Thumb
				(Left Hand)				
		Thumb	Fore	Middle	Ring	Little		
		(Right Hand)						

উত্তর ২৪-পরগনা

খাতরান নং— ৩৮৫

১৫০৯২১৩

দমদম ক্যান্টনমেন্ট

জে.এল. নং—

১৩

থানা— দমদম

জরিফ — ৬.০০

টাকা



জমির মোট পরিমাণ— ০.০২০০

এম. (৩) মোট দাগের সংখ্যা — ১

১) অত্রস্থলের দখলকারের বিবরণ

(৫) স্বত্ব

(৬) মন্তব্য

নাম

শান্তনু ধর

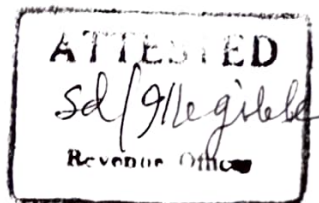
রায়ত

পিতা/স্বামী

দীপক ধর

ঠিকানা

৩৮/৩ পশ্চিম কমলাপুর, কলি- ২৮



(৭) অত্রস্থলের নিজ দখলীয় জমি :

দাগ নম্বর	জমির শ্রেণী	মন্তব্য	দাগের মোট পরিমাণ	দাগের মধ্যে অত্র স্থলের অংশ	দাগের মোট স্থলের পরিমাণ	
			একর	অংশ	একর	হেক্টর
২০২৭	ডাঙ্গা/বাস্তু	ঘর ১, ১ কাঠা ২ ছটাক Compared by \$ 18-02-08 only published under Sub-Section 21 Section 51-A of the West Bengal Land Reforms Act 1955 (West Bengal Act X of 1955) Regional Settlement operation 10 COURT FEE INDIA 10 PEPI 10 PEPI এক মাত্র	৪.৬৪০০	০.০০৪১	০.০১৯০	০.০১৯০

Appl. Fee-Rs.10; Authentication Fee: 1 x Rs.10=Rs.10, Total-Rs.20

Major Information of the Deed

Deed No :	I-1506-03077/2022	Date of Registration	04/03/2022
Deed No / Year	1506-2000634433/2022	Office where deed is registered	
Deed Date	26/02/2022 11:11:43 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	Rabin Saha Dum Dum Road,, Thana : Sinthi, District : North 24-Parganas, WEST BENGAL, PIN - 700030, Mobile No. : 9331002187, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 23,86,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

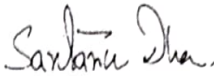
District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Arabinda Sarani, Mouza: Dumdum cantt, Ward No: 14, Holding No:8/1/26D/1 JI No: 13, Pin Code : 700028

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2027	RS-385	Bastu	Bastu	1 Katha 2 Chatak 38 Sq Ft	1/-	23,32,000/-	Property is on Road
Grand Total :					1.9433Dec	1 /-	23,32,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	54,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	54,000 /-	

Lord Details :**Name,Address,Photo,Finger print and Signature**

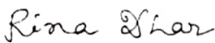
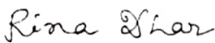
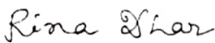
Name	Photo	Finger Print	Signature
Mr SANTANU DHAR Son of Late Dipak Dhar Executed by: Self, Date of Execution: 29/12/2021 , Admitted by: Self, Date of Admission: 04/03/2022 ,Place : Office			
04/03/2022	LTI 04/03/2022	04/03/2022	

KAMALAPUR WEST,, 38/3, City:- Dum Dum, P.O:- Kamalapur, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ADxxxxxx9A, Aadhaar No: 89xxxxxxxx5686, Status :Individual, Executed by: Self, Date of Execution: 29/12/2021 , Admitted by: Self, Date of Admission: 04/03/2022 ,Place : Office

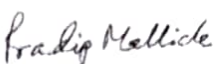
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	DHAR CONSTRUCTION ARABINDA SARANI, WEST KAMALAPUR, 8/1/26D, City:- Dum Dum, P.O:- KAMALAPUR, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028 , PAN No.:: BAxxxxxx5K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mrs RINA DHAR (Presentant) Wife of Mr Atanu Dhar Date of Execution - 29/12/2021, , Admitted by: Self, Date of Admission: 04/03/2022, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Mar 4 2022 12:58PM</td> <td>LTI 04/03/2022</td> <td>04/03/2022</td> <td></td> </tr> </tbody> </table> ARABINDA SARANI, 8/1/26D, City:- Dum Dum, P.O:- KAMALAPUR, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BAxxxxxx5K, Aadhaar No: 92xxxxxxxx8063 Status : Representative, Representative of : DHAR CONSTRUCTION (as PROPRIETOR)	Name	Photo	Finger Print	Signature	Mrs RINA DHAR (Presentant) Wife of Mr Atanu Dhar Date of Execution - 29/12/2021, , Admitted by: Self, Date of Admission: 04/03/2022, Place of Admission of Execution: Office				Mar 4 2022 12:58PM	LTI 04/03/2022	04/03/2022	
Name	Photo	Finger Print	Signature										
Mrs RINA DHAR (Presentant) Wife of Mr Atanu Dhar Date of Execution - 29/12/2021, , Admitted by: Self, Date of Admission: 04/03/2022, Place of Admission of Execution: Office													
Mar 4 2022 12:58PM	LTI 04/03/2022	04/03/2022											

Applicant Details :

	Photo	Finger Print	Signature
Pradip Mallick Son of Late Sarat Chandra Mallick Sandranagar, City:- North Dum Dum, P.O:- Nimta, P.S:-Nimta, District:-North 24 Parganas, West Bengal, India, PIN:- 700049			
	04/03/2022	04/03/2022	04/03/2022

Identifier Of Mr SANTANU DHAR, Mrs RINA DHAR

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr SANTANU DHAR	DHAR CONSTRUCTION-1.94333 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr SANTANU DHAR	DHAR CONSTRUCTION-200.00000000 Sq Ft

Land Details as per Land Record

District: North 24-Parganas, P.S:- Dum Dum, Municipality: DUM DUM, Road: Arabinda Sarani, Mouza: Dumdum cantt, ,
 Ward No: 14, Holding No:8/1/26D/1 JI No: 13, Pin Code : 700028

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 2027, RS Khatian No:- 385		Mr SANTANU DHAR

03-2022

icate of Admissibility(Rule 43,W.B. Registration Rules 1962)

issible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48
of Indian Stamp Act 1899.

resentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

resented for registration at 10:50 hrs on 04-03-2022, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mrs
RINA 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
23,86,000/-

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

Execution is admitted on 04/03/2022 by Mr SANTANU DHAR, Son of Late Dipak Dhar, KAMALAPUR WEST., 38/3,
P.O: Kamalapur, Thana: Dum Dum, , City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028,
by caste Hindu, by Profession Service

Identified by Mr Pradip Mallick, , Son of Late Sarat Chandra Mallick, Rabindranagar, P.O: Nimta, Thana: Nimta, .
City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by
profession Business

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

Execution is admitted on 04-03-2022 by Mrs RINA DHAR, PROPRIETOR, DHAR CONSTRUCTION (Sole
Proprietorship), ARABINDA SARANI, WEST KAMALAPUR, 8/1/26D, City:- Dum Dum, P.O:- KAMALAPUR, P.S:-Dum
Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700028

Identified by Mr Pradip Mallick, , Son of Late Sarat Chandra Mallick, Rabindranagar, P.O: Nimta, Thana: Nimta, .
City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by
profession Business

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 02/03/2022 7:18PM with Govt. Ref. No: 192021220196849001 on 02-03-2022, Amount Rs: 21/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKS9671525 on 02-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 10/-, by
online = Rs 5,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 163266, Amount: Rs.10/-, Date of Purchase: 29/12/2021, Vendor name: Amal Kr
Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 02/03/2022 7:18PM with Govt. Ref. No: 192021220196849001 on 02-03-2022, Amount Rs: 5,010/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKS9671525 on 02-03-2022, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey

ADDITIONAL DISTRICT SUB-REGISTRAR

**OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM**

North 24-Parganas, West Bengal

ate of Registration under section 60 and Rule 69.
ared in Book - I
e number 1506-2022, Page from 173920 to 173950
No 150603077 for the year 2022.



Digitally signed by KAUSTAVA DEY
Date: 2022.03.15 12:55:05 +05:30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 2022/03/15 12:55:05 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)