

3054/2022

I-3078/2022



अभिषेक पश्चिम बंगाल WEST BENGAL

64AB 555101

D. 634500/2022

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

Additional District Sub-Registrar
Chitroni Dum Dum, 24-Pgs. (Hktd)

04 MAR 2022

DEVELOPMENT AGREEMENT

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

BETWEEN

...2...

No 163262

P. K. BANDYOPADHYAY
ADVOCATE
HIGH COURT CAL-1

29 DEC 2021
Alkara Collection
Central Suburban
Area-1

Amal Kr. Saha
Licensed Stamp
Vendor

স্বাক্ষরিত ও সত্যায়িত করা হল (স্বাক্ষরিত)
স্বাক্ষরিত ও সত্যায়িত করা হল (স্বাক্ষরিত)
স্বাক্ষরিত ও সত্যায়িত করা হল (স্বাক্ষরিত)

SSOS



Pradip Mallick
S/o. Late S. C. Mallick
Rohindra Nagar
Nimta, Kat-49

Addl. District Sub-Registrar
Cossipore, Dum Dum

04 MAR 2022

: 2 :

SMT. MANJU DHAR, (PAN BKUPD7842L), daughter of late Nalini Kanta Mukherjee, wife of late Dipak Dhar by faith Hindu, by occupation Housewife, by Nationality Indian, residing at 38/3, Kamalapur West, Post Office Kamalapur, Police Station Kamalapur, 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 her 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, the owner herein, 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 a Deed of Gift 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

...3...

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. 1, 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.

AND WHEREAS since then said Smt. Manju Dhar, the Owner herein, absolutely seized and possessed **ALL THAT** piece and parcel of bastu land measuring **0 cottah 13 chittaks 07 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 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 **0 cottahs 13 chittaks 07 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 **SMT. MANJU DHAR, her** 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, Arabinda Sarani**, P.S. Dum Dum, Kolkata – 700028, within the municipal limits of Dum Dum Municipality, Ward No. 14, 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.

: 5 :

1.h) **OWNER'S ALLOCATION** shall mean **one Garage in Ground Floor** having covered area **200 sq.ft.** more or less 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 acquisance 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.

...6...

(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 do flats 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 out goings 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 Owner 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 agree 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.

(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 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 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 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 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 **0 cottahs 13 chittaks 7 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, 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./R.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, 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 E.P. No. 168 (Puja Mandap),

ON THE SOUTH : By E.P. No. 167/A;

ON THE EAST : By Colony Road;

ON THE WEST : By Property of Santanu Dhar,

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

ALL THAT piece and parcel of **1 (one) No. Garage on Ground Floor** having covered area **200 sq.ft. more or less** in the building to be constructed on the said premises at **Holding No. 8/1/26D, 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, 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 GARAGE)**

ALL THAT the specification of the building and Garage as stated above : -

i) NATURE OF CONSTRUCTION :

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

ii) FLOOR :

Flooring of neat cement with 4" skirting on all side with neat cement.

iii) ELECTRIC :

Full concealed wiring in Garage. One light point, one plug point in Garage in one Garage room except these points if the owner required any extra charges will be extra.

iv) WATER SUPPLY :

Water supply to the garage shall be round the clock.

v) 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.

: 16 :

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*
Rajendra Nagar
Nimta, Kol-49
- 2) *Sanjay Paul*
Feeder Road.
Kol-56

Manju 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: 192021220196846021
GRN Date: 02/03/2022 19:13:59
BRN: CKS9671450
Payment Status: Successful

Payment Mode: Online Payment
Bank/Gateway: State Bank of India
BRN Date: 02/03/2022 19:03:03
Payment Ref. No: 2000634500/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: BISWAS CONSULTANCY
Address: 101C SOUTH SINTHEE ROAD
Mobile: 9239880397
Depositor Status: Others
Query No: 2000634500
Applicant's Name: Mr Rabin Saha
Identification No: 2000634500/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000634500/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	5010
2	2000634500/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	5031

IN WORDS: FIVE THOUSAND THIRTY ONE ONLY.

SPECIMEN FORM FOR TEN FINGERPRINTS

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

५१०७२१७

१७

ॐ नमः शिवाय नमः

७६

কম্বিও মোট: পরিমাণ—

0.0500

এক (৩) নোট দাখলের সংখ্যা ----

২) জলবায়ুর দখলকারের বিবরণ

(c) $\overline{xy}$

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

নাম

ସତ୍ୟ ସର

বায়ত

•••••/স্বামী

দ্বিগুণ ধর

ठिकाना

৩৮/৩ পশ্চিম কমনাপুর, কলি- ২৮

ATTESTED
Sgt. [Signature]
Rev. [Signature]

(৭) অত্রস্থানের নিজ দখলীয় জমি :

| (৭) অত্রস্থলের নিজস্ব দখলীয়া জমি | দাগ
নম্বর | জমির
শ্রেণী | মন্তব্য | দাগের
মোট
পরিমাণ | দাগের
মধ্যে
অত্র স্থানের
জমি | দাগের মধ্যে অত্র
স্থানের জমির অংশের
পরিমাণ |
|---|---------------|----------------|---------------|------------------------|---------------------------------------|--|
| <p>২০২৭</p> <p>ডাঙ্গা/বাস্তু</p> <p>যর ১, ১৪ হ্রটাক</p> <p>Regional Settlement Commission</p> <p>15/2/08</p> <p>10 COURT FEE 10</p> <p>INDIA</p> <p>15/2/08</p> <p>এক মাত্র</p> | <p>৮.৬৪০০</p> | <p>০.০০৩০</p> | <p>০.০১৪০</p> | <p>০.০১৪০</p> | <p>০.০১৪০</p> | <p>০.০১৪০</p> |

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

C. Copy-339

כ / כ

14/02/2008

Major Information of the Deed

| | | | |
|--|---|--|------------|
| Deed No : | I-1506-03078/2022 | Date of Registration | 04/03/2022 |
| Query No / Year | 1506-2000634500/2022 | Office where deed is registered | |
| Query Date | 26/02/2022 11:50:06 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. 16,81,999/- | | |
| 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 JI No: 13, Pin Code : 700028

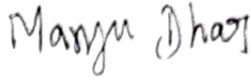
| Sch No | Plot Number | Khatian Number | Land Proposed | Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---------------|-------------|----------------|---------------|---------|-------------------|-------------------------|-----------------------|---------------------|
| L1 | RS-2027 | RS-386 | Bastu | Bastu | 13 Chatak 7 Sq Ft | 1/- | 16,27,999/- | Property is on Road |
| Grand Total : | | | | | 1.3567Dec | 1 /- | 16,27,999 /- | |

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 |
|--|---|--|--|
| Mrs MANJU DHAR
Wife 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 |

Arabinda Sarani, Kamalapur West, 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: House wife, Citizen of: India, PAN No.: BKxxxxxx2L,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 29/12/2021 , Admitted by: Self, Date of Admission: 04/03/2022 ,Place : Office

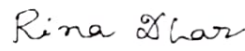
Developer Details :

| 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 | 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 |
| 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) | | | | |

Details

| Details | Photo | Finger Print | Signature |
|--|---|---|--|
| <p>Writest</p> <p>Mr. Manju Dhar, Writest
 City: North Dum Dum
 District: North 24
 West Bengal, India PIN - 700022</p> |  |  |  |
| | 04/03/2022 | 04/03/2022 | 04/03/2022 |

Witness: Mr. MANJU DHAR, Mrs. RINA DHAR

| Transfer of property for L1 | |
|-----------------------------|-------------------------------|
| Sl.No From | To. with area (Name-Area) |
| Mrs. MANJU DHAR | DHAR CONSTRUCTION-1.35667 Dec |

| Transfer of property for S1 | |
|-----------------------------|--------------------------------------|
| Sl.No From | To. with area (Name-Area) |
| Mrs. MANJU DHAR | DHAR CONSTRUCTION-200.00000000 Sq Ft |

04-03-2022

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

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

Presentation(Under Section 52 & Rule 22A(3) 48(1),W.B. Registration Rules,1962)

Presented 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 999.

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

Execution is admitted on 04/03/2022 by Mrs MANJU DHAR, Wife of Late Dipak Dhar, Arabinda Sarani, Kamalapur West, 8/1/26D, P.O. Kamalapur, Thana: Dum Dum, City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India PIN - 700028, by caste Hindu, by Profession House wife

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 7:15PM with Govt. Ref. No: 192021220196846021 on 02-03-2022, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS9671450 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 163262, 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 7:15PM with Govt. Ref. No: 192021220196846021 on 02-03-2022, Amount Rs: 5,010/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKS9671450 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.
tered in Book - I
ume number 1506-2022, Page from 173757 to 173786
ing No 150603078 for the year 2022.



Digitally signed by KAUSTAVA DEY
Date: 2022.03.15 12:41:33 +05:30
Reason: Digital Signing of Deed.

Kaustava Dey

(Kaustava Dey) 2022/03/15 12:41:33 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)