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प्रश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 266106

26/9
 12-10
 Anubinda Sarani
 1x 14 ch + 200 rub
 - amount
 Q-1503773

Certified that the document is admissible to registration. The Signature Sheet and endorsement there attached to the document are the part of the document.

Additional District Sub-Registrar
 Coimbatore, Dist. Dum, 24-Pgt. (North)

26 SEP 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 26th day of September.

Two Thousand Eighteen

BETWEEN

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ক্রমিক নং 4818 তারিখ 28/8/18
মূল্য :- 100/-
ক্রয়কর্তা :- P.K. Banerjee & Co.,
বিক্রয়কর্তা :- Him Cumar
ভেড়া :- Rongita Pal
মাইসেস প্রান্ত-স্ট্যান্ডে ভেড়ার
কাশিপুর কামদম এ.ডি.এস. অফিস
বি
ভেড়াবোনের নাম - রঞ্জিতা পাল

ক্রয়ক্রমিক নং - কাশিপুর
ক্রয়ক্রমিক তারিখ -
ক্রয়ক্রমিক স্থানের ও অফিস
ক্রয়ক্রমিক নং মোট কত টাকার
ক্রয়ক্রমিক স্থান কত হইয়াছে।

28/8/18
Broom

Roadip Mallick
S/o. Late Sarat Ch. Mallick
Rabindra Nagar
Nimta, Kol-49



✓
Addl. District Sub-Registrar
Coimbatore Dum-Dum 24 Pgs 68

26 SEP 2018

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MR. JAYANTA BANERJEE (PAN AGQP6217N), son of Mr. Durgapada Banerjee, by faith Hindu, by occupation Business, by Nationality Indian, residing at 8/1/38/1, Arabinda Sarani, P.O. & P.S. 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), P.O. & P.S. Dum Dum, Kolkata – 700028, District : North 24-Parganas, West Bengal, represented by its sole Proprietress **MRS. RINA DHAR (PAN BAZPD3715K)**, wife of Sri Atanu Dhar, by faith Hindu, by occupation business, residing at 8/1/26D, Arabinda Sarani, (West Kamalapur), P.O. & P.S. 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 one Santipada Banerjee, son of Late Jnanandra Chandra Banerjee was absolutely seized and possessed **ALL THAT** piece and parcel of homestead land measuring **1 cottah 14 chittaks 0 sq.ft. more or less** along with one storied building standing thereon lying and situated at Holding/Premises No. **8/1/38/2, Arabinda Sarani, Kolkata – 700028**, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 150, S.P. No. 75, C.S./R.S. Dag No. 2027 (P), L.R. Dag No. 2027 under L.R. Khatian No. 414, within the municipal limits of Dum Dum Municipality, Ward No. 14, P.S. Dum Dum, District : North 24-Parganas, by virtue of a free hold title Deed which was executed and registered by the R.R. & R. Department, Government of West Bengal on 27.07.1993 and the same was recorded in Book No. I, Volume No. 9, Pages 105 to 108, Being No. 627, for the year 1993 at the Office of Addl. District Registrar, Barasat, North 24-Parganas, by mutating his name and by paying taxes and revenues to the competent authority.

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AND WHEREAS said Santipada Banerjee executed and registered his Last Will in respect of the aforesaid property on the 22nd November, 1999 and the same was recorded in Book No. III, Volume No. 14, Pages 168 to 174, Being No. 6875, for the year 1999 at the office of Additional Registrar of Assurances-III, Kolkata, by appointing Sri Durgapada Banerjee, son of Late Jnanendra Chandra Banerjee of 50, Kamalapur West, Kolkata – 700028 and Smt. Karabi Banerjee, wife of Sri Alok Kumar Banerjee of 37, Patel Nagar, Indira Nagar, Lucknow – 226016, being Joint Executors and bequeathed the aforesaid property in favour of his only grand son Sri Abhishek Banerjee, son of Sri Alok Kumar Banerjee of 37, Patel Nagar, Indira Nagar, Lucknow – 226016.

AND WHEREAS said Santipada Banerjee died testated on 19.02.2000 leaving behind his aforesaid Last Will.

AND WHEREAS said Sri Durgapada Banerjee being the Executor obtained Grant of Probate of the said Last Will on the 15th July, 2011 which was granted by the Ld. District Delegate, 24-Parganas, Barasat in Misc. Case No. 611/2006 (Probate) (Old Misc. Case No. 85/2004 (Probate)).

AND WHEREAS by virtue of the said Grant of Probate, said Sri Abhishek Banerjee, became the absolute owner in respect of **ALL THAT** piece and parcel of homestead land measuring **1 cottah 14 chittaks 0 sq.ft. more or less** along with one storied building standing thereon lying and situated at **Holding No. 8/1/38/2, Arabinda Sarani, Kolkata – 700028**, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 150, S.P. No. 75, C.S. / R.S. Dag No. 2027(P), L.R. Dag No. 2027 under L.R. Khatian No. 414, within the municipal limits of Dum Dum Municipality, Ward No. 14, P.S. Dum Dum, District : North 24-Parganas, by mutating his name and by paying taxes and revenues to the competent authority (hereinafter for brevity's sake referred to as the 'said property') together with permanent hereditary and absolute right of use and occupation of the said property and common rights of passages, which is more fully described in the schedule 'A' herein below. The aforesaid property is free from all encumbrances and charges.

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AND WHEREAS said Sri Abhishek Banerjee being the owner had agreed with Jayanta Banerjee being the Purchaser for absolute sale to him in respect of ALL THAT piece and parcel of homestead land measuring **1 cottah 14 chittaks 0 sq.ft. more or less** along with one storied building standing thereon lying and situated at **Holding No. 8/1/38/2, Arabinda Sarani, Kolkata – 700028**, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 150, S.P. No. 75, C.S./R.S. Dag No. 2027(P), L.R. Dag No. 2027 under L.R. Khatian No. 414, within the municipal limits of Dum Dum Municipality, Ward No. 14, P.S. Dum Dum, District : North 24-Parganas, fully described in the Schedule 'A' herein below at a total consideration as described therein and entered into an Agreement for Sale which was executed and registered on **22nd April, 2015** and the same was recorded in Book No. I, CD Volume No. 26, Pages from 4355 to 4368, Being No. 04637, for the year 2015 at Addl. Registrar of Assurances-II, Kolkata.

AND WHEREAS said Sri Abhishek Banerjee being the owner absolutely sold and transferred ALL THAT piece and parcel of homestead land measuring **1 cottah 14 chittaks 0 sq.ft. more or less** along with one storied building standing thereon lying and situated at **Holding No. 8/1/38/2, Arabinda Sarani, Kolkata – 700028**, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 150, S.P. No. 75, C.S./R.S. Dag No. 2027(P), L.R. Dag No. 2027 under L.R. Khatian No. 414, within the municipal limits of Dum Dum Municipality, Ward No. 14, P.S. Dum Dum, District : North 24-Parganas to Sri Jayanta Banerjee, the Owner herein, on taking valuable consideration through a registered Deed of Conveyance which was executed and registered on **26th September, 2018** and the same was recorded in Book No. I, Volume No. ———, Pages from — to —, Being No. **10659**, for the year 2018 at Addl. Registrar of Assurances-II, Kolkata

AND WHEREAS since then said Sri Jayanta Banerjee, the owner herein, absolutely seized and possessed ALL THAT piece and parcel of homestead land measuring **1 cottah 14 chittaks 0 sq.ft. more or less** along with one storied building standing thereon lying and situated at **Holding No. 8/1/38/2, Arabinda Sarani, Kolkata – 700028**, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 150, S.P. No. 75, C.S. Dag No. 2027(P),

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L.R. Dag No. 2027 under L.R. Khatian No. 414, within the municipal limits of Dum Dum Municipality, Ward No. 14, P.S. Dum Dum, District : North 24-Parganas. The aforesaid property is free from all encumbrances and charges and fully described in the Schedule 'A' herein below.

AND WHEREAS the Owner is desirous of 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 cottah 14 chittaks 0 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 **JAYANTA BANERJEE**, his heirs, executors, administrators, and legal representatives.
- 1.b) **PRMOTER/DEVELOPER** shall mean **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. 8/1/38/2, Arabinda Sarani, Kolkata – 700028**, P.S. Dum Dum, within the municipal limits of Dum Dum Municipality 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.

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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 **Owner, Jayanta Banerjee** will get **1 (one) No.** self contained flat on **Third Floor at front side** having covered area **1500 sq.ft.** more or less including proportionate share of stair area and lift area **and 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 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. The Owner has already received a sum of **Rs.30,00,000.00 (Rupees Thirty lakhs) only** from the Promoter/ Developer upto signing of this Agreement which is non-refundable.

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 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.

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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 his 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/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/Promoter's allocation.

(d) That the Owner immediately execution of these present shall hand over the vacant peaceful possession of the aforesaid property.

(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 and Registrar of Assurances, Kolkata.

(f) That upon completion of the new building the Developer/Promoter 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.

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(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's 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/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, lift, electric wiring and installation 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/Promoter's allocation and to enter into any agreement with the intending Purchaser or Purchasers and to receive earnest money against

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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 multi-storied 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.

4. That the Owner hereby agreed 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/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/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/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.

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(e) 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.

(f) 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.

(g) 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) To complete the construction of the multi-storied building within **36 (thirty six)** months approx from the date of obtaining sanctioned building plan;

(b) To hand over the Owner's allocation to the Owner within **36 (thirty six)** months approx from the date of obtaining sanctioned building plan;

(c) That the Developer/Promoter will complete the construction and /or hand over the Owner's allocation within **36 (thirty six)** months approx from the date of obtaining sanctioned building plan;

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

(e) 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.

(f) To keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer/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.

(h) To pay monthly rent @ **Rs.6,000.00 (Rupees Six thousand)** only towards alternative accommodation of the Owner herein and to demolish the existing building and remove all broken materials from the site at her own cost;

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

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

(b) 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.

(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/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 or buildings 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 buildings or common part thereof.

(f) The name of the building shall be determined later on.

(g) 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

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be entitled to raise fund from any Bank or Banks without creating any financial liability on the owner or affecting his 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.

(h) 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 rent and wealth tax and other taxes payable in respect of his respective spaces. The top roof of the building will be used by the Land owner with other flat owner/occupiers commonly.

(i) 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.

(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) The Promoter/Developer will obtain separate electricity meter for the owner herein and the owner will pay for said electricity meter to the Promoter/Developer herein and the owner will also use the existing electricity meter.

(l) That the Promoter/Developer may amalgamate the aforesaid property with other neighbour plots/holdings and in that event the Owner shall have no objection.

(m) That the Owner herein hereby shall be bound to pay GST, and other taxes as and when to be imposed by the State/Central Govt. through the Promoter/Developer herein.

(n) That the Promoter/Developer will pay monthly rent @ **Rs.6,000.00 (Rupees Six thousand) only** to the Owner herein towards alternative accommodation of the Owner herein

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and will demolish the existing building and remove all broken materials from the site at her own cost.

(o) 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.

(p) 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 homestead land measuring **1 cottah 14 chittaks 0 sq.ft. more or less** along with one storied building standing measuring **200 sq.ft. more or less with neat cement finished floor** standing thereon lying and situated at **Holding No. 8/1/387, Arabinda Sarani, Kolkata - 700028**, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 150, S.P. No. 75, C.S. Dag No. 2027 (P), L.R. Dag No. 2027 under L.R. Khatian No. 414, within the municipal limits of Dum Dum Municipality, Ward No. 14, P.S. Dum Dum, District : North 24-Parganas, Addl. District Sub-Registration Office Consipore Dum Dum, which is butted and bounded as follows:-

On the North	: By Common Passage;
On the South	: By E.P. No. 150/A,
On the East	: By Road (Arabinda Sarani),
On the West	: By Common Passage.

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**SCHEDULE 'B' REFERRED TO ABOVE
(SRI JAYANTA BANERJEE, OWNER'S ALLOCATION)**

ALL THAT piece and parcel of 1 (one) No. self contained flat on Third Floor at front side having covered area 1500 sq.ft. more or less including proportionate share of stair area and lift area and 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 lying and situated at Holding No. 8/1/38/2, Arabinda Sarani, Kolkata – 700028, P.S. Dum Dum, 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. The Owner has already received a sum of Rs.30,00,000.00 (Rupees Thirty lakhs) only from the Promoter/ Developer upto signing of this Agreement which is non-refundable.

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

ALL THAT piece and parcel of remaining area after allocating owner's allocation to the owner as described in Schedule 'B' herein above in the building to be constructed on the said premises lying and situated at Holding No. 8/1/38/2, Arabinda Sarani, Kolkata – 700028, P.S. Dum Dum, within the municipal limits of Dum Dum Municipality, Ward No. 14, District : North 24-Parganas, including proportionate share in the common facilities and amenities.

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

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

i) NATURE OF CONSTRUCTION :

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

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.

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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.

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 4'-0".

vi) FLOOR :

Flooring of Marble with 4" 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 points, 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 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 plaster of paris.

x) Stair to be made with marble.

xi) Lift : Made by reputed Company as per choice of Promoter.

xii) EXTRA CHARGES :

Owner 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.

xiii) Garage to be completed with neat cement flooring and necessary electrical points.

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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) Durga Pada Bandyopadhyay
50, Kamalapur (West),
Dum Dum,
Kolkata 700028
- 2) Pradip Melli
Kaleindra Nagar
Nimta, Kat- 49



Durga Pada Bandyopadhyay

SIGNATURE OF THE OWNER

For DHAR CONSTRUCTION

Rina Dhar

Proprietor

SIGNATURE OF PROMOTER/DEVELOPER

...17...

: 17 :

R E C E I P T

RECEIVED a sum of Rs.30,00,000.00 (Rupees Thirty lakhs) only from the Promoter/Developer herein as per memo below :

MEMO OF CONSIDERATION

Cash/ Cheque No.	Date	Bank	Amount
By Cheques on different dates			Rs.30,00,000.00
Total			Rs.30,00,000.00

(Rupees Thirty lakhs) only

WITNESSES ;

1) *Durga Pada Banerjee*

2) *Pradip Hallick*


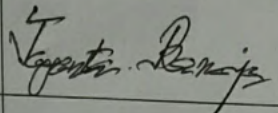











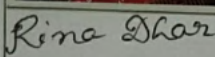










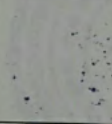
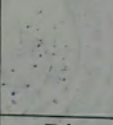
Durga Pada Banerjee
SIGNATURE OF THE OWNER

Prepared by :

P. K. Bandyopadhyay

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

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the Executants/Presentants							
	 							
		(Left Hand)						
								
		(Right Hand)						
			 					
				(Left Hand)				
								
(Right Hand)								
								
				(Left Hand)				
		(Right Hand)						

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

JAYANTA BANERJEE
DURGA PADA BANERJEE

09/07/1970

Permanent Account Number
AGQP6217N

Jayanta Banerjee
Signature



In case this card is lost / found, kindly inform / return to:
Income Tax PAN Services Unit, UTIISL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाने।
आयकर पैन सेवा यूनिट, UTIISL
प्लॉट नं: 3, सेक्टर 11, सीडीबी बेलपुर,
नवी मुंबई-400 614.

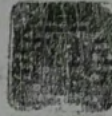
Jayanta Banerjee

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

RINA DHAR
SUDHIR KUMAR DAS
01/01/1970



Permanent Account Number

BAZPD3715K



Rina Dhar

Signature

In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTHISE
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/सीटारहे :
आयकर पैन सेवा यूनिट, UTHISE
प्लॉट नं. 3, सेक्टर 11, सीडीबी बेलपुर,
नवी मुंबई - 400 614.

Rina Dhar

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201819-029107687-1

GRN Date: 25/09/2018 12:09:30

BRN : 250918004338143

Payment Mode Online Payment

Bank : Allahabad Bank

BRN Date: 25/09/2018 12:10:57

DEPOSITOR'S DETAILS

Name : Mookherjee Consultancy
Contact No. :
E-mail :
Address : 104 Dum Dum Road Kolkata 30
Applicant Name : Mr RINA DHAR
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

Id No. : 15060001503713/2/2018
[Query No./Query Year]

Mobile No. : +91 9831359397

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15060001503713/2/2018	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	15060001503713/2/2018	Property Registration- Registration Fees	0030-03-104-001-16	30021

In Words : Rupees Thirty Six Thousand Nine Hundred Forty Two only

Total 36942

Major Information of the Deed

Deed No :	I-1506-08583/2018	Date of Registration	26/09/2018
Query No / Year	1506-0001503713/2018	Office where deed is registered	
Query Date	24/09/2018 11:34:11 AM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	RINA DHAR 8/1/26D, Arabinda Sarani, West Kamalapur, Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700028, Mobile No. : 9830712453, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 30,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 38,99,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 30,021/- (Article:E, E, B)		
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:8/1/38/2

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-414	Bastu	Bastu	1 Katha 14 Chatak	1/-	37,49,999/-	Property is on Road
Grand Total :					3.0938Dec	1 /-	37,49,999 /-	

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/-	1,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	1,50,000 /-	

Major Information of the Deed :- I-1506-08583/2018-26/09/2018

27/09/2018 Query No:-15060001503713 / 2018 Deed No :I - 150608583 / 2018, Document is digitally signed.

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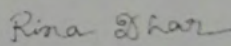
Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mr JAYANTA BANERJEE Son of Mr Durgapada Banerjee Executed by: Self, Date of Execution: 26/09/2018 , Admitted by: Self, Date of Admission: 26/09/2018 ,Place : Office	 <small>26/09/2018</small>	 <small>LTI 26/09/2018</small>	 <small>26/09/2018</small>
8/1/38/1, Arabinda Sarani, P.O:- Dum Dum, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGQPB6217N, Status :Individual, Executed by: Self, Date of Execution: 26/09/2018 , Admitted by: Self, Date of Admission: 26/09/2018 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	DHAR CONSTRUCTION 8/1/26D, Arabinda Sarani, West Kamalapur, P.O:- Dum Dum, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 , PAN No.:: BAZPD3715K, Status :Organization, Executed by: Representative			

Representative Details :

SI 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 - 26/09/2018, , Admitted by: Self, Date of Admission: 26/09/2018, Place of Admission of Execution: Office	 <small>Sep 26 2018 1:22PM</small>	 <small>LTI 26/09/2018</small>	 <small>26/09/2018</small>
8/1/26D, Arabinda Sarani, West Kamalapur, P.O:- Dum Dum, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BAZPD3715K Status : Representative, Representative of : DHAR CONSTRUCTION (as sole proprietor)				

Major Information of the Deed :- I-1506-08583/2018-26/09/2018

27/09/2018 Query No:-15060001503713 / 2018 Deed No :I - 150608583 / 2018, Document is digitally signed.

Details :

Name & address

Pradip Mallick
son of Late Sarat Chandra Mallick
Rabindranagar, P.O.- Nimta, P.S:- Nimta, North Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN -
700049, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Mr JAYANTA BANERJEE,
Mrs RINA DHAR

Pradip Mallick

26/09/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr JAYANTA BANERJEE	DHAR CONSTRUCTION-3.09375 Dec

Transfer of property for S1

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

Endorsement For Deed Number : I - 150608583 / 2018

On 25-09-2018

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 38,99,999/-

Suman

Suman Basu

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM

North 24-Parganas, West Bengal

On 26-09-2018

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

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

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

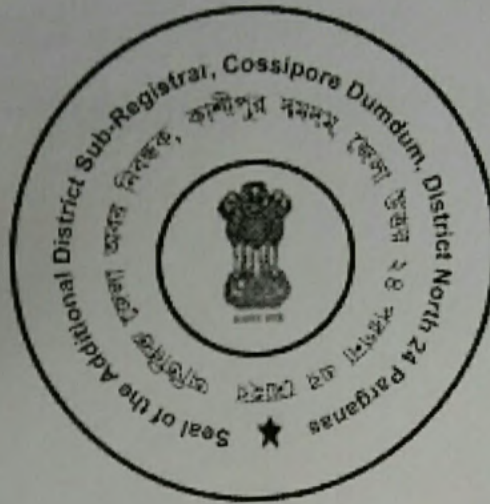
Presented for registration at 12:10 hrs on 26-09-2018, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mrs RINA DHAR ,,

Major Information of the Deed :- I-1506-08583/2018-26/09/2018

27/09/2018 Query No:-15060001503713 / 2018 Deed No :I - 150608583 / 2018, Document is digitally signed.

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Deed of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2018, Page from 387532 to 387558
being No 150608583 for the year 2018.



Digitally signed by SUMAN BASU
Date: 2018.09.27 14:06:55 +05:30
Reason: Digital Signing of Deed.

Suman

(Suman Basu) 27/09/2018 14:06:35
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)