

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



14AB 348326

13/11/17
Regd No. - 261585/17
A. Das Agmt
Additional Registrar of
Assurances-IV, Kolkata

Certified that the Document is submitted for Registration. The Signature Sheet and the Foreclosure sheets attached to this document.

[Signature]
Additional Registrar of Assurances-IV, Kolkata

13.NOV 2017

REGISTERED DEVELOPMENT AGREEMENT

This Development of Agreement of this 13th day of November, Two Thousand Seventeen (2017) BETWEEN SRI BISWAJIT DHAR, (Pan No. ADTPD0799B) son of Late Dharendra Chandra Dhar, by faith Hindu, by occupation Business, residing at 1102, Acacia Hiranandani Estate,

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For ARBI CREATION
[Signature]
Partner

Partner

**Directorate of Registration & Stamp Revenue
e-Challan**

BRN: 19-201718-010275001-2

Payment Mode: Counter Payment

BRN Date: 05/11/2017 17:31:03

Bank: Allahabad Bank

BRN: 061117004700119

BRN Date: 06/11/2017 00:00:00

DEPOSITOR'S DETAILS

Name: TIRTHA BISWAS
 Contact No.: Mobile No.: +91 9830047368
 E-mail:
 Address: 5110 SATCHASI PARA ROAD KOLKATA 700002
 Applicant Name: Mr SOURENDRA NATH BASU
 Office Name:
 Office Address:
 Status of Depositor: Others
 Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
 Payment No 6

Id No.: 19041000361585/7/2017
(Doc No./Docry Year)

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	18041000361585/7/2017	Property Registration-Stamp duty	0030-02-103-003-02	7020
2	19041000361585/7/2017	Property Registration-Registration Fees	0030-03-104-001-16	101

In Words: Rupees Seven Thousand One Hundred Twenty One only **Total** 7121



For ARBI CREATION
Tirtha Biswas
 Partner Partner

(2)

Ghodbunder Road, Near Patlipad Thane West, Chitalsar Manpada Thane, Maharashtra, Pin - 400607 and present address at Premises No. 5 Arabinda Sarani, P.O. & newly P.S. Madhyamgram, P.S. Barasat, Kolkata - 700 129 and also 28, Ramlal Banerjee Road, Kolkata - 700 036, hereinafter referred to the "LAND OWNER / TRANSFERRED" (which expression shall unless executed by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns) of the *FIRST PART*;

AND

M/S. ARBI CREATION, (Pan No. ABJFA2985L) a Partnership firm registered in accordance with provision of the Indian Partnership Act, 1932, having its place of business at 28, Ramlal Banerjee Road, P.S. Baranagar, Kolkata - 700 036, represented by its two partners - 1. SRI TIRTHA BISWAS, (Pan No. AGRP9383J) son of Late Asit Biswas, by faith - Hindu, by occupation - Business and 2. SRI SHYAMAL BISWAS, (Pan No. AJAPB2835P) son of Late Asit Biswas, by faith - Hindu, by occupation - Business, both residing at 54/10, Satchasi Para Road, P.S. & P.O. Cossipore, Kolkata - 700 002, hereinafter referred to the "DEVELOPER / PROMOTER" (which expression shall unless by or repugnant to the context be deemed to include their heirs executors, administrators, representatives and assign of the *SECOND PART*).

THIS AGREEMENT shall remain valid up to for period of 24 (twenty four) months from the date of execution of this registered Development Agreement, this period is liable to be extended in the event of any problem arising of the Urban land Ceiling or Regulation Act. 1976.

WHEREAS one Sri Ashwini Kumar Deb son of Late Purna Chandra Deb of Udayrajpur, Madhyamgram, was the owner of a plot of 21½ decimal

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For ARBI CREATION

Sri Tirtha Biswas

Partner

Partner

(3)

of land by way of registered Deed of Sale being No. 4143 dated 07/05/1955 from one Sk. Ali Hussain and others and the same was registered before the S.R. at Barasat within the then District 24-Parganas.

AND WHEREAS said Ashwini Kumar Deb sold / transferred his entire property referred above to Sri Dhirendra Nath Dhar son of Late Jagyeshwar Dhar through a registered Deed of Sale being No. 1612 of the year 1961 and the same was registered before the S.R.O. Barasat, the then District 24-Parganas, in the Book No. 1, Volume no. 26, Pages 9 to 10 of the year 1961.

AND WHEREAS being in peaceful possession in the above referred property, Sri Dhirendra Nath Dhar constructed a one storied building measuring 1031.44 (one thousand thirty one and forty four) sq.ft. during the year 1956-66 without any sanctioned plan from the then Basunagar No. 1 Gram Panchayat keeping rest of his land as vacant. Sri Dhirendra Nath Dhar died on 09/05/1971 intestate leaving behind him, his wife Smt. Shila Rani Dhar and three sons namely - Biswajit Dhar, Prasenjit Dhar, Raja Dhar and two daughters namely - Bina Sarkar and Mithu Dutta as his legal heirs and successors in respect of his estate.

AND WHEREAS after demise of said Dhirendra Nath Dhar his legal heirs sold maximum of the property in his name excluding an area of 4 Kattas 10 chittaks, 15 sq.ft. equivalent to 3345 sq.ft. including the 1031.44 sq.ft. one storied building which is the present schedule of property in these presents and the same was mutated before the Medhyangram Municipality as Holding No. 5, Arabinda Sarani within ward No. 8, 12(newly).

AND WHEREAS Smt. Shila Rani Dhar wife of Late Dhirendra Nath Dhar died on 7th day of March 1990 intestate leaving behind her aforesaid

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For ARBI CREATION

Mithu Blw

Partner

Partner

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three sons and two daughters as legal heirs and successors of the below schedule property.

AND WHEREAS after the death of said Dharendra Nath Dhar and Shila Rani Dhar, the aforesaid owners Prasenjit Dhar, Raja Dhar, Bina Sarkar and Mithu Dutta jointly sold their undivided 4/5 share of the aforesaid property to the other co-owner Biswajit Dhar (co-owner of undivided 1/5th share) by a registered Deed of Conveyance dated 8/12/2003, which was registered in the office A.O.S.R. Barasat, 24-Parganas(N), vide Book No. I, Volume No. 211, Pages 118 to 133, Deed No. 6882, year 2003. Thus the said Biswajit Dhar is became the absolute owner and occupier of the said property and mutated his name in the assessment record of Madhyamgram Municipality and paid all taxes in his name.

AND WHEREAS above names of the Vendor have got joint right title and interest in respect of the schedule property which fully described in schedule herein the written and hereafter called the said property is free from all sorts of encumbrances and absolutely seized and possessed of and /or otherwise well and sufficiently entry entitled to the Property which is morefully described in the Schedule given hereunder.

AND WHEREAS the said owner have obtained a Sanctioned building Plan from the Madhyamgram Municipality, in respect of Premises No. 5, Arabinda Sarani, P.O. Madhyamgram, P.S. Barasat, Kolkata - 700 129, under Madhyamgram Municipality, Ward No. 8(old), 12(New), Holding No. 5, Dist. North 24-Pgs.

AND WHEREAS the First Part/Owner is willing to construction a new building after develop the land fit and proper to construct a New Building.

For ARBI CREATION

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Jithu Biswas

Partner

Partner

(5)

AND WHEREAS the first Part/Owner is having no sufficient means and / or financial capacity for the construction of a New Building on the Schedule Premises.

AND WHEREAS the first party / owner proposed to the second party / developer to develop the schedule Premises.

AND WHEREAS the Second Party / Developer has agreed to develop the said property by constructing a New Building according to Sanction Plan of the Madhyamgram Municipality upon the Schedule premises with object of object of exploiting the same commercially.

AND WHEREAS the first party having the beneficiaries with all right, title, and interest of the property hereto confirm notify and consent the Second Party / Developer for the promotion of the Schedule property on the terms and conditions as set forth hereunder.

OWNER'S REPRESENTATION

1. The Owner is absolutely seized and possessed of and / or sufficiently or otherwise entitled to the said property.
2. That the Schedule property is free from all encumbrance liens, lispendence, attachment, and acquisitions. Requisitions, whatsoever.
3. That immediately on signing this agreement the owner will deliver the peaceful vacant possession of the Schedule Property to the Developer for taking necessary action for promotion and completion of the building/structure.
4. The Owner hereby grant exclusive right to the Developer to built upon

For ARBI CREATION

Nitesh Kumar

Partner

Partner

Contd...6

(6)

and to exploit commercially the said property by construction an new building on the said land and also recraent of development of land according to the sanctioned plan of Madhyangram Municipality as well as to the terms and conditions stated hereunder. If any variation is done, Developer will be responsible for Revised Sanctioned Plan.

5. The owner shall grant the Developer a register Development Power of Attorney that may be required to process the aforesaid development work.
6. That the owner if necessary on the demand of the Developer shall sign all the necessary papers for the purpose of the construction of the building or the Schedule premises.
7. That the owner if necessary shall sign the plan to be submitted by the Developer to the Madhyangram Municipality for the due sanction in orders to carry out construction work. If any variation is done, Developer will be responsible for Revised Sanctioned Plan.
8. That the time of execution of this agreement the owner shall deliver all original title deed and other original documents handover/deliver to the S.N. Basu, Advocate, which was decided by the both the parties.
9. That the Building Sanction Plan will be showing by the Developer to the owner of the said premises before developing building.

OWNER'S OBLIGATIONS

1. That the owner hereby agree and covenant with the Developer not to cause any interfering or hindrance in the construction of the said building by the Developer on the Schedule Property.

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For ARBI CREATION
Jittha Biswas
Partner Partner

(7)

2. That the owner hereby agree and covenant with the Developer not to do any act or deed or things whereby the Developer may be prevent from selling, assigning and / or disposing of any of the Developer allocated portion in the building on the Schedule Property, after make over the owner.
3. That the owner hereby agree and covenant with the Developer not to let out, grant lease and / or charge the said property or any portion thereof without consent in writing of the Developer during the period of construction as well as of this Agreement.
4. Upon Completion of the said New Building the owner shall execute such deed of conveyance in such part or party as necessary in favour of the Developer or its nominee/s respect of Developer allocated portion.

OWNER ALLOCATION / CONSIDERATION

1. That the owner Biswajit Dhar will be allocated cover area of 40% including stairs case lift according to sanctioned building plan and if there will be extended any portion in the said new building, then the said owner will be further allocated cover area of 20% of total cover area of the extended portion of the new building.

More or less the said Biswajit Dhar will be allocated :-

- i) One Self contained flat in the North-West Side on 2nd Floor in the new Building.
- ii) One Self contained flat in South-West Side on 2nd Floor in the new Building.
- iii) One Self contained flat in North-East Side on 2nd Floor in the new Building.

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For ARBI CREATION

Nitish Biswas

Partner

Partner

(9)

- iv) One Self contained flat in South-East Side on 2nd Floor in the new Building.
- v) One Self contained flat in South-East Side on 3rd Floor in the new Building.
- vi) One Car Parking Space in North-West Side on Ground Floor in the new Building.

2. The Owner shall be entitled to transfer or otherwise with the Owner allocated portion in the new building to be constructed as above without any neither interference / hindrance by the Developer.

3. That the owner shall be entitled to the absolute ownership of the remaining portion after allocating the developer portion in the new building which the owner shall be entitled to sale, transfer, lease, Gift, Mortgage, let out and/or otherwise deal with the name as fit and proper and for that purpose shall be entitled to enter into any kind of agreement, Sell Deed, Gift Deed with any party/parties in respect of the portions to be allocated to the Owner allocation.

DEVELOPER'S ALLOCATION / CONSIDERATION

That the balance constructed (except owner allocation mentioned above) area of the new four storied building will be the Developer's allocation, which was decided by owner and the Developer.

DEVELOPER'S OBLIGATION

1. That the developer fully responsible to temporary shifting of aforesaid owner - Sri Biswajit Dhar with his full family and also all cost of temporary shifting minimum charges shall be paid by the developer

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For ARBI CREATION

Shri Biswas

Partner

Partner

(9)

till possession of allotted flat provided by developer.

2. The design and the nature of the building and the materials to be used shall be according to the standard specification, if any damages and/or construction failure of the building, then the developer will be fully responsible and liable and the owner shall not be responsible for any latches.

DEVELOPER'S RIGHTS

- 1) That the Developer shall be entitled to absolute right to construct a new building and the Developer shall be entitled to sale, transfer, lease and/or otherwise deal with as their deem fit and proper and for that purpose shall be entitled to enter into agreement with any there party/parties in respect of the portions to be allocated to him except the area allocated to owner and confirming party.
- 2) That owner hereby against subject to what has been hereinafter provided and exclusive right to the Developer to build upon and to exploit commercial the said property and contract the said building of grant plan multi-storied building in accordance with the sanction building plan with or without any amendment and / or modification there to made or caused to be made by the Developer hereto.
- 3) That Developer shall exclusively entitled to the Developer's Allocation balance of total construction of the said building in the new building with exclusive right to transfer or otherwise deal of dispose of the same without any right claim or interest therein whatsoever of the owner and owner shall in any way interfere with or disturb the quit and peaceful

Contd., 10

For ARBI CREATION

Justha Biswas

Partner

Partner

(10)

possession of the Developer's allocation at the time when the said agreement has been executed, which was admitted by the owner.

- 4) That the Developer shall be entitled to the absolute ownership of the remaining portion after allocating the Owner share in the new building which the Developer shall be entitled to sale, transfer, lease and/or otherwise deal with as they deem fit and proper and for that purpose shall be entitled to enter into agreement with any third party/parties in respect of the portions to be allocated to him except the area allocated to owner and confirming party.
- 5) That the Developer shall at liberty to advertise on the paper for sale of the flats to be allocated to him and to employ darowan, caretaker for the safety of the project and to negotiate with the prior for sale of flat to fix the price of the flat to enter into agreement for sale for the intending buyers and to do acts and things necessary for the sale of the flat of just allocation and the owner at the cost and expenses of the Developer shall counter sign the necessary deeds with intending buyer & execute the deeds of sale in their favour when ever necessary without any objection whatsoever.

PROCEDURE

1. The Developer shall, at his own cost, construct the building as will be sanctioned, permitted and / or approved by the Madhyamgram Municipality and /or and other competent Authority.
2. The Developer shall complete the construction otherwise complete the transaction within 24 (twenty four) months from the date of execution of

For ARBI CREATION

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Deepti Bhow

Partner

Partner

this registered Development Agreement after satisfying the owner good rented accommodation with allotment 24 (twenty four) months agreement from the date of execution of this registered Development Agreement. The time will not be extended if the said Developer fails to deliver the owner allocate flat/allocation within 24 (twenty four) months from the date of execution of this registered Development Agreement of the said premises, then developer responsible for pay demurrage charges to the owner, which will be negotiation both the parties.

3. The design and the nature of the building and the materials to be used shall be according to the standard specification and the owner shall not be responsible for any latches.
4. All cost, charges and the Developer shall discharge expenses including Architect's fees and the owner shall have no responsibility in this context.

COMMON RESTRICTIONS

1. The Owner shall not use of permanent use of the owner allocation in the new building or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance here to the other occupiers of the new building.
2. Neither party shall demolish or permit demolition or any wall or other structure in the respective allocation or any portion thereof or make any structural alteration therein without the previous consent shall not be withheld unreasonable.
3. The Occupiers shall not use or permit the use of their allocated areas in the building or any portion thereof for carrying on any obnoxious, illegal

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For ARBI CREATION

Mathy Bawa

Partner

Partner

and immoral trade or activity not permit the use thereof for any purpose.

PATES & TAXES

Until completion of the New Building the Developer shall be responsible for the payment of all Municipal Rates, Taxes and other tax to be done for the period of aforesaid promotion work starting from the date of handing over recent possession of the said property by the Vendor therein.

MISCELLANEOUS

1. The owner hereby agrees to indemnify the Developer against all actions, suits, acts, proceeding and claim that may arise out of the ONWER'S TITLE in the said property cause any nuisance and/or harassment to the other occupier of the Building.
2. None of the occupiers shall demolish or permit demolition of any of the main structure in their allocated portion or any party thereof.
3. None of the occupiers shall transfer or permit transfer of their allocated areas or any portion thereof unless :-
 - a) The transfer shall have observes and performed all the terms and conditions on the part of the transfer of to be observed and/or permitted according to the terms and conditions hereof.
 - b) The transfer shall have paid all money to be paid by the transferor according to the terms and conditions hereof.
 - c) The transferor shall have paid all money to be paid by the transferor according to the terms and conditions hereby and the terms and

For ARBI CREATION

Justha Bishwan

Partner

Partner

conditions of the Scheme that may be framed for management of the Building.

4. The owner shall abide by all laws, bye-laws rules and regulations of the Government Authorities, Local Competent Authorities, organizations and Bodies as the case may be and shall attend to, answer for and be responsible for any deviation and / or breach of any of the aforementioned laws, Bye-laws, and regulations in this context.
- 6) It is understood that from time to time, to facilitate the construction of the building by the DEVELOPER, various Deeds Matters and things not herein specified, may be required to be done by the DEVELOPER and various application and other document may be required to be signed or made by the OWNER relative to which specific provision may not have made herein, the OWNER hereby authorizes the DEVELOPER to do all such acts, deeds matter and things that may be required to be done by the DEVELOPER and owner undertake to execute a registered DEVELOPMENT POWER OF ATTORNEY Authorization as may be required by the Developer for the purpose, the owner also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such, acts, deeds matter, and things, do not in any way infringe on the rights of the owner and/or goes against the spirit of this agreement and also conveyance deed on behalf of the owner.
- 7) Any notice required to be given by the Developer shall without prejudice to any other mode of service available, shall be deemed to have been served on the owner if delivered by hand or sent by registered post.

For ARBI CREATION

Little Bawa

Partner

Partner

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(14)

- 8) Any notice required to be given by the owner shall without prejudice to any other mode or service available be deemed to have been served on the DEVELOPER if delivered by hand or sent by registered post.
- 9) Both the parties will be entitled to the provision of the specific performance of Contract Act, if the other Party defaults or fails.
- 10) The Party hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of a force major.
- 11) For Major shall mean flood earth quake, riot, what storm, tempest, Civil commotion, strikes lock-out and / or any other act or commission beyond the control of the parties hereto.
- 12) In case of any dispute difference of question arising BETWEEN the parties hereto with regards to this Agreement, the same shall be referred to ARBITRATION under the provision of the Arbitration and Conciliation that and/or any statutory modification and /or enactment's.
- 13) The Courts at Calcutta shall have the jurisdiction to entertain, try and determine all actions, suits and proceeding arising out of these between the parties hereto.

COMMON FACILITIES

Common facilities shall mean and include, corridors, airways staircase room passage and other spaces including top roof and facilities whatsoever, required for the enjoyment, maintenance and/or management of the new buildings or part thereof.

For ARBI CREATION

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Shyama Banerjee

Partner

Partner

ARTICLE -X- OWNER'S OBLIGATIONS

The owner hereby agree and convenient with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's Allocation in the building at the said property.

The owner hereby agree and convenient with the Developer not to cause any interference or hindrances in the construction and completion of the said building at the said property by the Develop during the period of consideration.

The owner shall not let-out grant lease, mortgage and / or charges the said property or any portion thereof without the consent in written of the Developer during the period of construction.

The owner hereby agree and undertake that the owner shall cause to join such party or parties to in the Deed of Conveyance as Vendor or confirming parties at their own costs and expenses as to transfer to the Developer's its Allocations.

To enable the Developer to develop the said property the Owner shall grant in favor of the Developer or its Partners or nominee or nominees a register Development Power of Attorney, which was executed by the owner at the time of said development agreement.

ARTICLE XVI- MISCELLANEOUS

All applications, revise plan / conversion, extension of building and other papers and documents as may be required by the Developer for the

For ARBI CREATION

Mitha Bhuwan
Partner

Partner

purpose of obtaining necessary sanction from the Madhyaangram Municipality and/or appropriate authorities shall be prepared and submitted by the Developer on the behalf of the owner and the said owner always willingly ready to sign all necessary documents /papers and co-operate with the developer and also give permission to developer for the same and all costs and expenses shall pay and bear all fees including Architect's fees, charges and expenses required to be paid by developer for exploitation of the said property PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds of any or all payments and/or deposits made by the Developer.

The Developer shall be entitled to negotiate with prospective buyers and/or purchasers for sale of flats and other areas comprising in the Developer's Allocation as also enter into Agreement for sale with the intending purchasers and to receive earnest money thereof and/or receive the full consideration amount towards sale of Developer's Allocation and appropriate the same and the owner hereby confirm that the owner hereby confirm that the owner shall have no claim or demand over the said consideration or amounts.

The owner confirm and undertake that if so required by the Developer the owner shall as confirming party to sign all agreement and other documents of transfer that may be entered into by the Developer for the sale and/or otherwise transfer on the flats in the said building of the Developer's allocation without raising any objection and claiming any additional consideration money.

For ARBI CREATION
(Signature)
 Partner

COMMON EXPENDITURES

The expenditure to be paid mutually in equal proportionate for the maintenance of common area of the building time to time and the details of which shall be said down in the final of conveyance.

That Developer/Promoter can do or may/will take loan/intending purchaser of his allocation portion from any institute/Bank's/ Person's or Financier the said Developer's allocation of share shall deposit Schedule property be responsible for they liability and the said owner shall not be responsible and/or liable for any financial or other liabilities arising out of any suit describe below and also the owner have no liability objection.

Schedule of the common obligations / Rights :-

1. Stairs, stair case, landings, paths, entrance way, top roof, terrace, parapet walls, corridors, boundary walls, gates etc.
2. Foundation beams, vertical and lateral supports main walls, common walls, boundary walls, and main entrance gate of the building.
3. Main gate of the premises and common passage.
4. Each room contains the suitable and certain points of electricity and windows should made by steel frames, glass fittings which is described in the 'flat allocation'.
5. Installation of common service viz. Electricity, waters pipes, sewerage's, rain water pipes.
6. Septic tank on the ground floor for use of all flat owner of the building.
7. Common staircase, landing, spaces lobbies, and proportionate roof right etc.

For ARBI CREATION
Mitha Bhuva

Partner

Partner

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8. Lighting in the common spaces, passage, staircase including fixture and fittings.
9. Common electric meter installations.
10. All open to sky space surrounding the said building.
11. Tap water with pump & Sub-Marshable Pump.
12. All other parts of the said building necessary for its existence maintenance and safety for normally in common use of the owner in the respective flats.
13. In additional work to the total consideration mentioned as aforesaid Vendors will further pay a sum of Rs. ~~.....~~/- only to the Developer's accordingly both the parties hereby agreed for the same.
14. The Vendors shall pay the proportionate amount for enjoying electrical energy as per their consumption as per the Submitter reading to the Developer/Promoter till the installment of the new meter in his own name. The vendors also make arrangement for installation of new meter in his own name at its own cost and the Vendor will co-operate with the purchaser by giving its consent in all respect.

Schedule for common expenses: -

1. All costs of maintenance, operation, replacing white washing, painting, re-building, reconstruction, re-decoration and lighting the common parts.
2. Cost of cleaning and lighting the passages, landing, staircases and other part of the building as enjoyed used by purchaser in common as aforesaid.
3. All charges and deposit for supplies common utilities of the all flats or apartment owner.

For ARBI CREATION

Arthy Bhuva

Partner

Partner

4. Municipal taxes, owner will be outgoing taxes etc. sum those separately assessed in the consignee of other co-owners and/or flats or apartment owner.
5. All other expenses and outgoing as one incurred for the purpose of aforesaid deemed by the assignee to be necessary or incidental to the common purpose, maintenance cost will be notified after possession of the flat.
6. The Developer/Promoter shall not be responsible for any extra work for fittings and/or addition alteration, modification, and /or any variation of the aforesaid said flat.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO :

ALL THAT piece and parcel of bastu land area about 4(four) Cottahs 10(ten) chittaks 15(fifteen) sq.ft. more or less lying and situated at Mouza – Udayrajpur, J.L. No. 43, R.S. No. 167, appertaining to R.S. Dag No. 298 (old), new R.S. Dag No. 764 & 766, R.S. Khatian No. 10752(new), 638(old), Pargana – Anwarpur along with 1031.44 sq.ft. one storied building being Premises No. 5 Arabinda Sarani, within the local limits of Ward No. 8 of Madhyamgram Municipality, P.O. Madhyamgram, newly Ward No. 12, Kolkata - 700 129, P.S. & A.D.S.R. Barasat, newly P.S. Madhyamgram, Dist. North 24-Parganas, with common passage and all facilities with Easement right to butted and bounded as follows :-

North : By House of Nepal Dhar and 4' wide Lane ;

South : By House of Sadhan Das;

East : By House of Mihir Chakraborty;

West : By 12' ft. wide Road;

For ARBI CREATION

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Artha Bhow

Partner

Partner

THE SECOND SCHEDULE ABOVE REFERRED TO :

(OWNER'S ALLOCATION)

- I. That the owner Biswajit Dhar will be allocated cover area of 40% including stairs case lift according to sanctioned building plan and if there will be extended any portion in the said new building, then the said owner will be further allocated cover area of 20% of total cover area of the extended portion of the new building.

More or less the said Biswajit Dhar will be allocated :-

- i) One Self contained flat in the North-West Side on 2nd Floor in the new Building.
- ii) One Self contained flat in South-West Side on 2nd Floor in the new Building.
- iii) One Self contained flat in North-East Side on 2nd Floor in the new Building.
- iv) One Self contained flat in South-East Side on 2nd Floor in the new Building.
- v) One Self contained flat in South-East Side on 3rd Floor in the new Building.
- vi) One Car Parking Space in North-West Side on Ground Floor in the new Building ; including undivided proportionate share of land from total 4(four) Cottahs 10(ten) chitaks 15(fifteen) sq.ft. more or less together with the easement right in common passage both inside and outside of the building of total common roof right of the building undivided proportionate share of stair case together with

For ARBI CREATION

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Biswajit Dhar

Partner

Partner

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right to use and enjoy the common area and facility being the said flat/office lying and situated at Premises No. 5 Arabinda Sarani, within the local limits of Ward No. 8 of Madhyamgram Municipality, P.O. Madhyamgram, newly Ward No. 12, Kolkata - 700 129, P.S. & A.D.S.R. Barasat, newly P.S. Madhyamgram, Mouza - Udayrajpur, J.L. No. 43, R.S. No. 167, appertaining to R.S. Dag No. 298 (old), new R.S. Dag No. 764 & 766, R.S. Khatian No. 10752(new), 638(old), Pargana - Anwarpur, Dist. North 24-Parganas, particularly described in the Map or plan annexed hereto.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(DEVELOPER'S ALLOCATION)

That the balance constructed (except owner allocation mentioned above) area of the new four storied building will be the Developer's allocation, which was decided by owner including undivided proportionate share of land from total 4(four) Cottahs 10(ten) chittaks 15(fifteen) sq. ft. more or less together with the easement right in common passage both inside and outside of the building of total common roof right of the building undivided proportionate share of stair case together with right to use and enjoy the common area and facility being the said flat/office lying and situated at Premises No. 5 Arabinda Sarani, within the local limits of Ward No. 8 of Madhyamgram Municipality, P.O. Madhyamgram, newly Ward No. 12, Kolkata - 700 129, P.S. & A.D.S.R. Barasat, Mouza - Udayrajpur, J.L. No. 43, R.S. No. 167, appertaining to R.S. Dag No. 298 (old), new R.S. Dag No. 764 & 766, R.S. Khatian No. 10752(new), 638(old), Pargana - Anwarpur, Dist. North 24-Parganas.

For ARBI CREATION

Contd..22

Subha Biswas

Partner

Partner

THE FOURTH SCHEDULE ABOVE REFERRED TO :(SPECIFICATION OF WORK)

1. a) Structure : The building will designed of R.C.C. Frame structure.
- b) Walls : Outer walls 8" thick, walls between two flats 5" thick inner walls 3" thick.
- c) Floors : Floor Tiles with 6" skirting
- d) Windows : Sliding Alluminium frame with plain glass & Guard Grill with accessories.
- e) Doors : All Door Frame finish by Sal wood and main door palla finish by good quality wood and other door will be flash door with other accessories.
- f) Sanitation : Floor Marble, toilet shall be provided with Tap, shower, one Indian Paa / Komot. Toilet walls will be finished by glaze tiles upto 6'-0" (six feet) and one loft will be provided top of the toilet.
- g) Kitchen : Floor Marble, over gas table and the slab will be covered by Black stone with one point of tap water and one exhaust fan hole. Kitchen walls will be finished by Glazed Tiles upto 3'-0" (three feet) on the slab and one steel sink.
- h) Interior walls : All walls shall be sand and cement plaster with plaster of Paris.
3. Electrical : In total 20 (twenty) point will be provide in each flat.

For ARBI CREATION

G. S. B. B. B.

Partner

Partner

Contd..23

SPECIMEN FORM FOR TEN FINGER PRINTS



Princy A. Khan

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Justice Binwas

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Myrae Binwas

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

PHOTO

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

FOR FBI CREATION

Justice Binwas

Partner

Partner

(23)

4. Water system : Tap Water & Deep Tubwell water storage tank shall be provided at roof.
5. Sewerage : Safety Tank and Water Reservoir in Ground Coverage Area.

1) The said owner according to the discussion between owner and Developer, the said owner shall pay all extra cost of work like : A.C. Point, Paint, Gizer Point, Washing Machine Point, Collapsible Gate etc.

IN WITNESS WHEREOF the Parties have set and subscribed their respective hands and seal on the month and year above written.

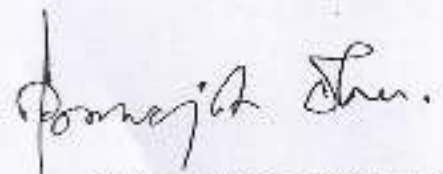
Signed sealed and delivered

At Calcutta in the Presence Of:

Witnesses:


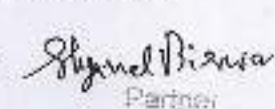
1) Sankar Del
36 Ram Lal Banerjee Road
KAL - 700036

2) 



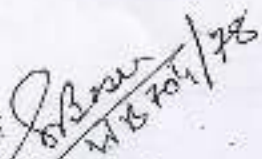
Signature of the Owner

For ARBI CREATION

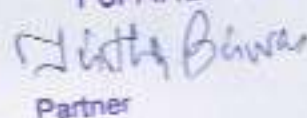
 
Partner Partner

Signature of the Developer

Drafted By:


Sourendra Nath Basu
Advocate, High Court, Kolkata.

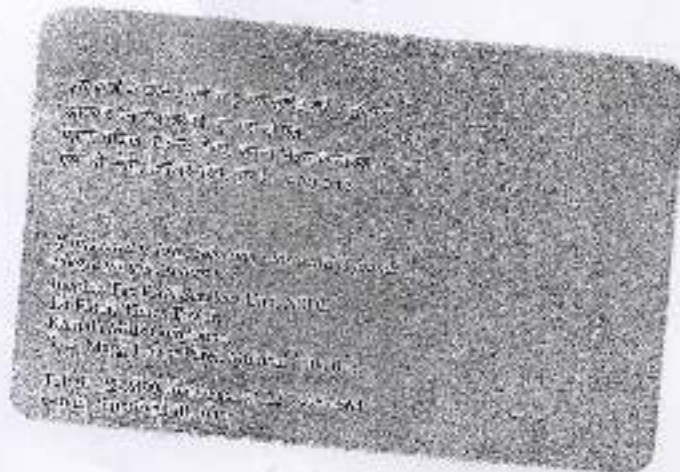
For ARBI CREATION


Partner

Partner



[Handwritten signature]



[Handwritten mark]

For ARBI CREATION
Nitesh Sharma
Partner Partner

स्थाई लेखा संख्या / PERMANENT ACCOUNT NUMBER AGRPB9383J		
	नाम / NAME TIRTHA BISWAS	
	पिता का नाम / FATHER'S NAME ASIT BISWAS	
	जन्म तिथि / DATE OF BIRTH 20-10-1967	
हस्ताक्षर / SIGNATURE Tirtha Biswas		
		आयकर आयुक्त, प.पं. III COMMISSIONER OF INCOME-TAX (O.), COLCATA

इस कार्ड के लो / गिरा जाने पर नुस्खा जारी करने
 वाले अधिकारी को सूचित / ज्ञात कर दे
 संयुक्त आयकर अधिकारी (प्रणाली एवं तकनीकी),
 पी-7,
 चौकलगेर स्क्वायर,
 कोलकाता - 700 069.

In case this card is lost/found, kindly inform/return to
 the issuing authority :
 Joint Commissioner of Income-tax (Systems & Technical),
 P-7,
 Chowkigher Square,
 Calcutta- 700 069.

Tirtha Biswas

For ARBI CREATION
 Tirtha Biswas
 Partner Partner

आयकर विभाग
 INCOME TAX DEPARTMENT
 SHYAMAL BISWAS
 ASIT BISWAS
 16/06/1962
 Permanent Account Number
 AJAPB2835P
 भारत सरकार
 GOVT OF INDIA



To cash this card at tell / branch, kindly inform / return to
 Income Tax PAN Service (900, 111177)
 Plot No. 2, Sector 11, CBD D-2, Gurgaon,
 Haryana - 120 011.
 इस कार्ड को काल / शाखा में नकद करने के लिए, कृपया
 आयकर सेवा (900, 111177)
 प्लॉट नंबर 2, सेक्टर 11, सीडीडी-2, गुरुगढ़,
 हरियाणा - 120 011।

Shyamal Biswas

For ARBI CREATION
Justice Binay
 Partner Partner

Major Information of the Deed


Deed No :	I-1904-11316/2017	Date of Registration:	13/11/2017
Query No / Year	1904-1000361585/2017	Office where deed is registered	
Query Date	02/11/2017 4:15:08 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SOURENDRA NATH BASU 119, B K MAITRA ROAD, Thana : Baranagar, District : North 24-Parganas, WC BENGAL, PIN - 700038, Mobile No. : 9830047368, Status : Advocate		
Transaction	Additional Transaction:		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 37,39,904/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,030/- (Article:48(g))	Rs. 101/- (Article:E, E, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment area)		

Land Details :

District North 24-Parganas, P.S.- Barasat, Municipality: MADHYAMGRAM, Road: Rishi Arabinda Road, Mou Usayraipur, Ward No: 12, Holding No: 5

Seri No	Plot Number	Khatian Number	Land Proposed	Use BOR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other
11	RS-764	RS-10752	Barasat	Barasat	2 Katha 5 Chatak 7 Sq Ft		18,57,776/-	Width of Road: 12 Adjacent Road,
12	RS-2132	RS-10753	Barasat	Barasat	2 Katha 5 Chatak 5 Sq Ft		18,82,128/-	Width of Road: 12 Adjacent Road,
TOTAL					7.6656Dec	0/-	37,39,904/-	
Grand Total:					7.6656Dec	0/-	37,39,904/-	

Land Lord Details :



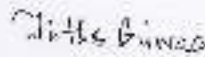


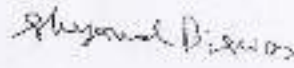
Seri No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mr BISWAJIT DHAR Son of Late DHIRENDRA CHANDRA DHAR Executed by: Self, Date of Execution: 13/11/2017 Admitted by: Self, Date of Admission: 13/11/2017, Place Office	 13/11/2017	 13/11/2017	 13/11/2017
S, ARABINDA SARANI, P.O:- MADHYAMGRAM, P.S: Barasat, District:-North 24-Parganas, Bengal, India, PIN - 700129 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: PAN No. : ADTPD0799B, Status :Individual, Executed by: Self, Date of Execution: 13/11/2017, Admitted by: Self, Date of Admission: 13/11/2017, Place Office				

FOR ATTENTION
Biswajit Biswas
 Partner

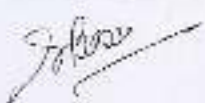
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	M/S ARBI CREATION 28, RAMLAL BANERJEE ROAD, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036 , PAN No.:: ABJFA2985L, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr TIRTHA BISWAS (Presentant) Son of Late ASIT BISWAS Date of Execution - 13/11/2017, , Admitted by: Self, Date of Admission: 13/11/2017, Place of Admission of Execution: Office			
	Nov 13 2017 11:24AM	LTI 13/11/2017	13/11/2017	
	54/10, SATCHASI PARA ROAD, P.O:- COSSIPORE, P.S:- Cossipur, District:-North 24-Parganas, West Bengal, India, PIN - 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGRPB9383J Status : Representative, Representative of : M/S ARBI CREATION (as PARTNER)			
2	Name	Photo	Finger Print	Signature
	Mr SHYAMAL BISWAS Son of Late ASIT BISWAS Date of Execution - 13/11/2017, , Admitted by: Self, Date of Admission: 13/11/2017, Place of Admission of Execution: Office			
	Nov 13 2017 11:25AM	LTI 13/11/2017	13/11/2017	
	54/10, SATCHASI PARA ROAD, P.O:- COSSIPORE, P.S:- Cossipur, District:-North 24-Parganas, West Bengal, India, PIN - 700002, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJAPB2835P Status : Representative, Representative of : M/S ARBI CREATION (as PARTNER)			

Identifier Details :

Name & address	
Mr SOURENDRA NATH BASU Son of Late R M BASU 119, B K MAITRA ROAD, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700038, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr BISWAJIT DHAR, Mr TIRTHA BISWAS, Mr SHYAMAL BISWAS	13/11/2017
	

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr BISWAJIT DHAR	M/S ARBI CREATION-3.83167 Dec

For ARBI CREATION

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr BISWAJIT DHAR	M/S ARBI CREATION-3.83396 Dec

Partner Partner

Endorsement For Deed Number : I - 190411316 / 2017

On 02-11-2017

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 37,39,904/-

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

On 13-11-2017

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

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

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

Presented for registration at 11:21 hrs on 13-11-2017, at the Office of the A.R.A. - IV KOLKATA by Mr TIRTHA BISWAS ..

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

Execution is admitted on 13/11/2017 by Mr BISWAJIT DHAR, Son of Late DHIRENDRA CHANDRA DHAR, 5, ARABINDA SARANI, P.O: MADHYAMGRAM, Thana: Barasat, , North 24-Parganas, WEST BENCAL, India, PIN - 700129, by caste Hindu, by Profession Business

Identified by Mr SOURENDRA NATH BASU, , Son of Late R M BASU, 119, B K MAITRA ROAD, P.O: BARANAGAR, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Advocate

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

Execution is admitted on 13-11-2017 by Mr TIRTHA BISWAS, PARTNER, M/S ARBI CREATION (Partnership Firm), 28, RAMLAL BANERJEE ROAD, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036

Identified by Mr SOURENDRA NATH BASU, , Son of Late R M BASU, 119, B K MAITRA ROAD, P.O: BARANAGAR, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Advocate

Execution is admitted on 13-11-2017 by Mr SHYAMAL BISWAS, PARTNER, M/S ARBI CREATION (Partnership Firm), 28, RAMLAL BANERJEE ROAD, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036

Identified by Mr SOURENDRA NATH BASU, , Son of Late R M BASU, 119, B K MAITRA ROAD, P.O: BARANAGAR, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Advocate

For ARBI CREATION

Partner

Partner

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101/- (E = Rs 21/- ,J = Rs 55/- ,M(a) = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 101/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/11/2017 12:00AM with Govt. Ref. No: 192017180102750012 on 05-11-2017, Amount Rs. 101/-, Bank: Allahabad Bank (ALL A0210031), Ref. No. 061117004700119 on 06-11-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 7,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 81436, Amount: Rs.10/-, Date of Purchase: 01/11/2017, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/11/2017 12:00AM with Govt. Ref. No: 192017180102750012 on 05-11-2017, Amount Rs. 7,020/-, Bank: Allahabad Bank (ALL A0210031), Ref. No. 061117004700119 on 06-11-2017, Head of Account 0030-02-103-003-02



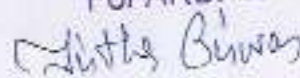
Asit Kumar Joarder

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - IV KOLKATA

Kolkata, West Bengal

For ARBI CREATION



Partner

Partner

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2017, Page from 437691 to 437726

being No 190411316 for the year 2017.



Digitally signed by ASIT KUMAR
JOARDER
Date: 2017.11.23 10:47:41 +05:30
Reason: Digital Signing of Deed.

Al

(Asit Kumar Joarder) 23-11-2017 10:47:37
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

For ARBI CREATION

Jitendra Biswas

Partner

Partner

(This document is digitally signed.)