

7051/19

I-6576/19

# भारतीय गैर न्यायिक



## INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Z 747335

Certified that the documents in admission registration. The signature sheet/s and attachment sheets attached with this instrument are the part of this document

Acted, Dist. Sub-Registrar  
Alipore, South 24 Parganas

20 NOV 2019

### DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 1st day of November in the year of Two Thousand and Nineteen A. D. BETWEEN (1) SRI PRANAB KUMAR SEN (PAN- AIPPS4689C) and (AADHAAR NO. 4286 7778 4566) , son of Parimal Chandra Sen, by faith- Hindu, by occupation - Retired, residing at Premises No. 9/28, Bijoygarh, Post Office- Jadavpur, Police Station- Jadavpur, Kolkata- 700 032, (2) SMT. SUSMITA SEN (PAN- MJSPS1410B) and (AADHAAR NO. 6984 2141 2299) , wife of Late Dipak Kumar Sen, by faith- Hindu, by occupation- Housewife , residing at Premises No. 9/28, Bijoygarh, Post Office- Jadavpur, Police Station- Jadavpur, Kolkata- 700 032 ,

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Kolkata-700032  
South 24 Parganas

No. 1943 Dt. 31/10/19 502  
Name S.K. DUTTA. AM  
Address Seipore  
Vendor

L. K. DAS  
Licenced Stamp Vendor  
Alipore Criminal Court

Ranab Kumar Sen



4139

Ranab Kumar Sen



Susmita Sen

4440



Deblina Roy Choudhury

4441



Jayanti Kumar Sen

4442

স্বাক্ষরিত ও প্রমাণিত হইলে মূল নথি প্রত্যাহার  
করা যাইবে এবং প্রমাণিত হইলে মূল নথি  
প্রত্যাহার করা যাইবে।

স্বাক্ষরিত ও প্রমাণিত হইলে মূল নথি প্রত্যাহার  
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প্রত্যাহার করা যাইবে।



Addl. Dist. Sub-Registrar  
Alipore  
- 1 NOV 2019  
South 24 Pargan  
Kolkata- 7000

Pradeep Roy  
S/O. Mr. Hari mal Roy  
Alipore Police Court  
Kat-27.



(3) SMT. DEBLINA ROY CHOUDHURY (PAN- AFUPR6243M) and (AADHAAR NO. 3331 4114 6944) wife of Prasun Roy Choudhury and married daughter of Dipak Kumar Sen, residing at Flat No. J-1001 , Wembley Estate, Sohna Road, near Eros City, Aquare Mall, Rose Wood, Sector- 49, 50, Haryana, Post Office- Block-A South City –II , Police Station- Sector - 50, Pin- 122001 and (4) SRI JAYANTA KUMAR SEN son of Parimal Chanda Sen , (PAN- ALLPS6860L) and (AADHAAR NO. 3341 0101 3891), by faith- Hindu, by occupation – Retired , residing at Premises No. 9/28, Bijoygarh, Post Office- Jadavpur, Police Station - Jadavpur, Kolkata- 700 032, hereinafter jointly and collectively called and referred to as the OWNERS ( which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs , legal representatives , executors , administrators successors and assigns ) of the ONE PART.

A N D

NIRMAN ASSOCIATES , ( PAN AAQFN9526J ) , a Partnership Firm having its registered office at Premises No. 45F/1C, Manick Bandopadhyay Sarani , Police Station – Regent Park , Kolkata – 700 040 represented by its Partners namely (1) SMT. PIYA ROY wife of Sri Indrajit Roy, ( PAN AGKPR8446F ) , ADDHAR No. 784715986843 , by faith – Hindu, by occupation – Business, at present residing at Flat No. A - 3/4, Premises No. 24 , Mandiville Gardens , Police Station - Gariahat , Kolkata – 700 019 and (2) SMT. KUNTALA DUTTA wife of Sri Subir Kumar Dutta , ( PAN- AFKPD6054Q ) , ADDHAR No. 399386618460 , by faith – Hindu, by profession - Business, residing at First Floor , 45F/1C, Manick Bandopadhyay Sarani , Police Station - Regent Park , Kolkata - 700 040 , hereinafter called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the subject context be deemed to mean and include its present Partners for the time being and their respective heirs, representatives, assigns and successor or successors in business , nominee and assigns ) of the OTHER PART.



Addl. Dist. Sub-Registrar  
Alipore  
- 1 NOV 2019  
South 24 Parganas  
Kolkata- 700027

## W H E R E A S :

- A. One Lila Sen alias Lila Sen Roy Choudhury wife of Parimal Chandra Sen alias Parimal Chandra Sen Roy Choudhury was a Refugee displaced from East Pakistan now called Bangladesh, came to the territory of State of West Bengal after the partition of India and occupied a piece or parcel of land measuring 04 (four) Cottahs 14 (fourteen) Chittaks and 00 ( zero ) Sq. Ft. of land be the same a little more or less then known as Bijoygarh Colony for her domestic purpose vide allotment Memo No. 592 D dated 27.7.1976 issued by the R. R. Department of the Govt. of West Bengal and since that time had been residing with her family members after constructing brick built building on the aforesaid plot of land.
- B. While seized and possessed of the said Lila Sen alias Lila Sen Roy Choudhury by a Deed of Gift and/or Relinquishment dated 17/11/1986 registered before the District Sub Registrar at Alipore and recorded in Book No. I , Volume No. 379, Pages from 243 to 253, Being No. 18800 for the Year 1986 gifted and/or relinquished All her right title and interest whatsoever in nature as she have acquired in this mean time in respect of the schedule below property , in favour her four sons namely SRI PRANAB KUMAR SEN, SRI DIPAK KUMAR SEN, SRI PRASANTA KUMAR SEN AND SRI JAYANTA KUMAR SEN , absolutely and for ever .
- C. Subsequently while seized and possessed of said four sons namely Sri Pranab Kumar Sen, Sri Dipak Kumar Sen, Sri Prasanta Kumar Sen and Sri Jayanta Kumar Sen jointly represented before the Government of West Bengal and subsequently the Government of West Bengal as the ' DONOR' confirmed by the Deed of Gift of the said demised land measuring 04 (four) Cottahs 14(fourteen ) Chittaks and 00 (zero) Sq. Ft. be the same a little more or less, comprised in E. P. No. 1571, in C. S. Plot No. 357 (P), of Mouza - Ibrahimpore , J.L. No. 36, within the Police Station - Jadavpur , in the District of South 24 Parganas , which is morefully and particularly described in the Schedule written herein below in favour of the



said Sri Pranab Kumar Sen, Sri Dipak Kumar Sen, Sri Prasanta Kumar Sen and Sri Jayanta Kumar Sen which was executed and registered on 2<sup>nd</sup> day of December, 1991 in the Additional District Registration Office at Alipore and recorded in Book No. I, Volume No. 20, pages 185 to 188, Being No. 1697, for the year 1991 containing condition that the DONEES shall have no right save therein provided to alienate or transfer in any way of the said demised land mentioned whatsoever within a period of 10 (ten) years from the date of execution of the said registered Deed of Gift without obtaining prior written permission from the said Government of West Bengal and the said embargo period is over some time on and from 1<sup>st</sup> day of December, 2001 and now the said land is free from all encumbrances as per the terms and conditions of the said Deed of Gift dated 2<sup>nd</sup> day of December, 1991, hereinafter referred to as the 'Principal Deed'.

- D. By the said registered Deed of Gift the said Sri Pranab Kumar Sen, Sri Dipak Kumar Sen, Sri Prasanta Kumar Sen and Sri Jayanta Kumar Sen became the absolute joint Owner and was absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece or parcel of land measuring 04 (four) Cottahs 14 (fourteen) Chittaks and 00 (zero) Sq. Ft. be the same a little more or less, comprised in E. P. No. 1571, in C. S. Plot No. 357 (P), of Mouza - Ibrahim-pore, J.L. No. 36, within the Police Station - Jadavpur, in the District of South 24 Parganas and duly mutated their join names in the records of The Kolkata Municipal Corporation in respect of the said property and the said property was then known and numbered as Municipal Premises No. 76/9/79, Jadavpur Central Road, locally known as 9/28, Bijoygarh, within Ward No. 95, Police Station - Jadavpur, Kolkata - 700 032 and was enjoying the same paying municipal taxes regularly, without any interruption from any person or persons from all encumbrances.
- E. That while seized and possessed of the said Owners as aforesaid for better living and enjoyment reconstructed the old building into a two storied building in and

upon the said premises out of their own resources and was enjoying the same free from all encumbrances paying taxes regularly.

- F. That while seized and possessed of for better living and enjoyment the said four Owners amicably partitioned the aforesaid two storied building amongst themselves by virtue of a Deed of Partition dated 30<sup>th</sup> August, 1992, registered before the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 284, pages 225 to 236, Being Deed No. 15029, for the year 1992 whereby and where under said **Sri Pranab Kumar Sen** was exclusively allotted with the **demarcated First floor, Front portion** of the said two storied building together with undivided proportionate share of land attributable to such constructed areas along with the right to use the common parts and portions of the said building with all easement rights thereto and **Sri Dipak Kumar Sen** was allotted with the all that **demarcated Ground floor, Front portion** of the said two storied building together with undivided proportionate share of land attributable to such constructed areas along with the right to use the common parts and portions of the said building with all easement rights thereto and **Sri Prasanta Kumar Sen** was allotted with all that **demarcated Ground floor, Back portion** of the said two storied building together with undivided proportionate share of land attributable to such constructed areas along with the right to use the common parts and portions of the said building with all easement rights thereto and **Sri Jayanta Kumar Sen** was allotted with the all that **demarcated First floor, Back portion** of the said two storied building together with undivided proportionate share of land attributable to such constructed areas along with the right to use the common parts and portions of the said building with all easement rights thereto .
- G. Although the said owners executed the aforesaid Deed of Partition amongst themselves but, subsequently have changed their mind and were desirous to have all the separate individual units into a single unit and accordingly to merge the separate apportioned portion of the building in their joint names executed and registered a Declaration dated 16<sup>th</sup> June, 2014 , registered before the D.S.R.- I at Alipore , District 24 Pargans South and recorded in Book No. I, CD volume No. 11, pages 1466 to 1480, Being No. 01933 for the year 2014, and thereafter jointly

mutated their names in the records of the Kolkata Municipal Corporation in respect of the First Schedule.

- H. That while seized and possessed of said Dipak Kumar Sen who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 07/04/2008, leaving behind surviving him his wife Smt. Susmita Sen and only married daughter Deblina Roy Choudhury wife of Prasun Roy Choudhury as his legal heirs, and successors and no other person or persons as his heirs, heiress and successors, who inherited the said property as per Hindu Succession Act., 1956.
- I. That in the circumstances referred to above the present Owners herein of the First Part now thus jointly seized and possessed of the said undivided three-fourth share of the total land measuring 04 Cottahs 14 Chittaks and 0 Sq. ft. be the same a little more or less, together with one two storied building standing thereon, situate at Municipal Premises No. 76/9/79, Jadavpur Central Road, locally known as 9/28, Bijoygarh, Police Station – Jadavpur, Kolkata – 700 032, morefully described in the Schedule below, hereinafter for the sake of brevity referred to as the “SAID PROPERTY” in their respective allotments, having unfettered right, title and interest thereto and free from all encumbrances.
- J. The said Owners herein represented to the Developer of their intention to develop ALL THAT piece and parcel of undivided three-fourth share of the total land measuring 04 (Four) Cottahs 14 (Fourteen) Chittaks 0 (Zero) Sq. ft. of land comprised in E. P. No. 1571, in C. S. Plot No. 357 (P), of Mouza - Ibrahimapore, J.L. No. 36, within the limits of The Kolkata Municipal Corporation, Ward No. 095, now known and numbered as Municipal Premises No. 76/9/79, Jadavpur Central Road, locally known as 9/28, Bijoygarh, Police Station – Jadavpur, Kolkata – 700 032 through the Developer herein. It is further clarified that the Owners shall empower the Developer to prepare a new building Plan by their Architect at their own cost and expenses on the aforesaid land comprised in the Premises and shall submit the same before The Kolkata Municipal Corporation for sanction in the name of the present Owners and the title of the Owners are free, clear, marketable and free from all encumbrances.



- K. Be it noted that the Developer herein have had also negotiated and finalized with the remaining co-owner of undivided one-fourth share of the property and will execute a separate agreement for development of the remaining undivided one-fourth share of the property morefully described hereinabove.
- L. Relying on the aforesaid representation of the Owners herein and being fully satisfied with the title of the property the Developer agreed to develop ALL THAT piece and parcel of undivided three-fourth share of the total land measuring 04 (Four) Cottahs 14 (Fourteen) Chittaks 0 ( Zero ) Sq. ft. of land comprised in E. P. No. 1571, in C. S. Plot No. 357 (P), of Mouza - Ibrahimipore , J.L. No. 36, within the limits of The Kolkata Municipal Corporation, Ward No. 095, now known and numbered as Municipal Premises No. 76/9/79, Jadavpur Central Road, locally known as 9/28, Bijoygarh, Police Station – Jadavpur, Kolkata – 700 032, on terms of condition as contained hereinafter.

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

ARTICLE - I  
DEFINATIONS

- A. In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows :
- i) " the OWNERS " shall mean the Owners above named and their respective heirs, executors, administrators, successors, legal representatives , nominees and assigns.
  - ii) " The DEVELOPER " shall mean the Developer above named and its Partners for the time being and their respective heirs, executors, administrators , successors-in-office , legal representatives , nominees and assigns .

- iii) "The LAND shall mean ALL THAT piece and parcel of undivided three-fourth share of the total land measuring 04 (Four) Cottahs 14 (Fourteen) Chittaks 0 (Zero ) Sq. ft. of land comprised in E. P. No. 1571, in C. S. Plot No. 357 (P), of Mouza - Ibrahimipore , J.L. No. 36, within the limits of The Kolkata Municipal Corporation, Ward No. 095, now known and numbered as Municipal Premises No. 76/9/79, Jadavpur Central Road, locally known as 9/28, Bijoygarh, Police Station – Jadavpur, Kolkata – 700 032 , as morefully described in the FIRST SCHEDULE hereunder written on which the new proposed building is to be constructed as per the new sanctioned building plan to be obtained from the Kolkata Municipal Corporation .
- iv) "ARCHITECT" shall mean such Architect or firm of Architects whom the Developer may , from time to time appoint as Architect for the new multistoried building .
- v) "The BUILDING PLAN" shall mean the map or plan as to be sanctioned by The Kolkata Municipal Corporation or revised modified building plan as to be sanctioned in respect of the said premises and shall also wherever the context permits , includes such plans modified or revised , drawings , designs , elevations and specifications as are prepared by the Architect including variations / modification therein if any .
- vi) "The NEW BUILDING" shall mean the Multi Storied building to be constructed as per sanctioned building plan to be obtained from The Kolkata Municipal Corporation on the premises by the Developer in pursuance hereof on the land described hereinabove .
- vii) " The CONSTRUCTIONAL HABITABLE AREA" herein shall mean the habitable and/or saleable areas of the entirety of the First to the Upper floors of the new building including the lobbies, staircase, appurtenant thereto but excluding the roof and the Car Parking areas of the Ground floor .

- viii) " SUPER BUILT UP AREA " shall mean all the covered areas including storage spaces within the Premises which are to be jointly owned for common usage by the Flat Owners of the building .
- ix) " The OWNERS' ALLOCATION " shall mean upon completion of construction of the new proposed building the Owners shall be entitled to ALL THAT (i) two self contained habitable flats complete in all respect in the entire Third Floor of the new proposed multistoried building and (ii) one self contained habitable flat complete in all respect in the Southern portion of the Second Floor of the new proposed multistoried building and (iii) with Three covered Car Parking space of 100 Sq. Ft. Built up area each in the Ground Floor, Southern side of the new proposed multistoried building with standard specification and which is to be constructed subject to sanction of the building plan by The Kolkata Municipal Corporation TOGETHER WITH the common portions of the building in accordance with the terms and conditions of these presents .
- x) "The DEVELOPER'S ALLOCATION " shall mean the remaining self contained habitable Flats complete in all respect in the remaining portions of the new proposed multistoried building to be constructed with standard specification and along with one shop room in the Ground Floor and as well as the remaining covered and/or open Car parking spaces in the Ground Floor of the new multistoried proposed building which is to be constructed as per plan as to be sanctioned by The Kolkata Municipal Corporation save and except the Owners' allocated portion as aforesaid which is to be constructed TOGETHER WITH the common portions of the building.
- xi) "COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit/Owners for the management and maintenance of the multistoried Building and the premises after obtaining peaceful possession of the new proposed building by the individual Flat Owners .



- xii) "COMMON PORTIONS , FACILITIES & AMENITIES " shall mean all the common areas and installations to comprise in the new multistoried building and the premises, after the development, including, staircases, lobbies, lift, the ultimate roof, passages, path ways, boundary walls, durwan's room (if any), W.C. and other facilities which may be mutually agreed upon and between the parties as required for the establishment location enjoyment provisions maintenance and/or management of the building .
- xiii) "SALEABLE SPACE" shall mean the space in the building available for independent use and occupation after making due provision for Owners' Allocation and common and the space required therefore .
- xiv) "PROJECT" shall mean the work of development undertaken to be done by the Developer in pursuance hereof , till the development of the premises be completed and possession of the completed Units is taken over by the Unit Owners .
- xv) "PROPORTIONATE SHARE " with all its cognate variations shall mean such ratio , the covered area of any Unit or Units be in relation to the covered area of all the Units in the new building .
- xvi) "UNIT" shall mean any flat or other covered area in the new building, which is capable of being exclusively owned , used and/or enjoyed by any Unit Owners and which is not the common portions .
- xvii) "UNIT OWNERS" shall mean any person who acquires, holds and/or owns any Unit in the new building and shall include the Owners and the Developer, for the Units held by them , from time to time .
- xviii) "TIME" : the building shall be completed within 24 (Twenty four ) months from the date of obtaining sanction of building plan and/or from the date

of clear vacant peaceful possession to be given by the Owners to the Developer whichever is later , save and except delay due to Force Majeure reasons .

- xix) "SOCIETY" shall mean the Society or Associations to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association is formed the Developer would be entitled to manage and/or maintain the new building and the premises and to collect the common expenses .
- xx) "SPECIFICATIONS" shall mean the specifications for completely the new building as stated in the SECOND SCHEDULE hereto .
- xxi) " The TITLE DEED " shall mean all the Deeds and documents referred to hereinabove in the recital in respect of the undivided three-fourth share of the total land measuring 04 (Four) Cottahs 14 (Fourteen) Chittaks 0 ( Zero ) Sq. ft. of land comprised in E. P. No. 1571, in C. S. Plot No. 357 (P), of Mouza - Ibrahimipore , J.L. No. 36, within the limits of The Kolkata Municipal Corporation, Ward No. 095, now known and numbered as Municipal Premises No. 76/9/79, Jadavpur Central Road, locally known as 9/28, Bijoygarh, Police Station – Jadavpur, Kolkata – 700 032, Sub Registry office – Alipore , District South 24 Parganas .
- xxii) "ADVOCATE" to the project shall mean SUBIR KUMAR DUTTA, Advocate of No. 18 , Manick Bandopadhyay Sarani , Police Station - Regent Park, Kolkata – 700 040 or such other Advocates whom the Developer may , from time to time , appoint as the Advocates for the Project .

B. THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS

:-

- i) That the Owners absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said undivided share of the said Premises mentioned hereinabove .
- ii) That the right title and interest of the Owners in the said undivided share of the said Premises mentioned hereinabove is free from all encumbrances and Owners have a marketable title to the same .
- iii) That the entirety of the said undivided share of the Premises mentioned hereinabove are in actual, has and physical possession of the Owners .
- iv) That the Owners have not received any notice for acquisition or requisition of the said Premises mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
- v) Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income tax , Revenue or any other Public Demand .
- vi) That the Owners have not entered into any Agreement for Sale , Lease, Development or otherwise for transfer and/or development of the said undivided share of the said Premises mentioned hereinabove or any part or portion thereof in favour of any one other than in favour of the Developer herein.
- vii) That the Owners are not aware of any impediment affecting the said undivided share of the Premises mentioned hereinabove whereby they are in any way barred from entering into this Agreement .



- viii) That the Owners are fully and sufficiently entitled to deal with, develop and/or dispose off proportionate share of the said undivided share of the Premises mentioned hereinabove and thus enter into this Agreement.

ARTICLE - II  
COMMENCEMENT

- 2.1 This Agreement shall be in force from the date hereof and subsequently time may be extended during the duration of the "FORCE MAJURE".
- 2.2 This Agreement shall cease to operate only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed multi storied building by the Developer in the manner as provided herein which shall be preceded by construction and delivery of possession of the Owners' allocation as per terms and conditions of these presents.

ARTICLE - III  
OWNERS' RIGHT & REPRESENTATION

- 3.1 The Owners now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said undivided share of the said Premises and shall retain symbolic possession during the time of construction work as per sanctioned plan by the Kolkata Municipal Corporation with standard building materials.
- 3.2 The said undivided share of the premises is free from all encumbrances and the Owners have a marketable title in respect of the undivided share of the said premises.
- 3.3 The Owners shall deliver or hand over all original copies to the Developer against accountable receipt and all the documents relating to the said property which are in possession and control of the Owners at the time of execution of these presents to the Developer and the Developer shall retain all originals and all other relating documents regarding the said property till completion of the building

and shall hand over the same to Owners at the time of handing over peaceful possession of the Owners' allocated portion to the Owners.

ARTICLE – IV  
DEVELOPER'S RIGHT & REPRESENTATION

- 4.1 The Owners hereby grant subject to what has been herein under provided exclusive right to the Developer to develop the said undivided share of the said Premises and construct multistoried building at the said premises in accordance with the new plan or plans as to be sanctioned by The Kolkata Municipal Corporation and/or by any other appropriate with or without any amendment and/or modification.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from The Kolkata Municipal Corporation, shall be prepared and submitted by the Developer on behalf of the Owners at the cost and expenses of the Developer and the Owners shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises and the Owners shall have no responsibilities to bear any cost whatsoever.
- 4.3 That save and except the Owners' allotted portion the Developer has full rights to execute any agreement for sale, transfer and convey the Developer's allocation in the multistoried building according to its own choice.

ARTICLE – V  
DEVELOPER'S OBLIGATIONS

- 5.1 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licenced building Surveyor or registered Architect

of the Building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of I.S.I Specification and the building rules regulations and /or orders in force for the time being .

- 5.2 The building shall be constructed and completed by the Developer shall consist of the specification provided in SECOND SCHEDULE hereunder written and all Flats/Units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings, and facilities. Under no circumstances, irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owners in respect of erection, construction and completion of the said building including Owners' allocated portion / portions .
- 5.3 The Developer shall construct and complete the Building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory Regulations, Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable, in the event the Developer assigns or sub - contracts any part of the work, it shall ensure incorporating of the above restrictions and compulsory stipulations for record and full compliance, Notwithstanding the above, the Developer shall remain responsible and liable for fulfillment of the terms and obligations contained herein.
- 5.4 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect, including temporary and residential connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Owners have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of



whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate Electricity Meters for the respective Flat/Unit shall be borne by the concerned Unit Owners and the Developer shall have no responsibility for the same.

- 5.5 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality. Under no circumstances the Owners shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other persons or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer. The Developer shall at its own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the Building within the time specified herein.
- 5.6 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined hereinbefore) or any part thereof, the Developer shall fully comply with, observe, fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save as provided hereinafter, the Owners shall not be responsible or liable for any commitments that may be made by the Developer.
- 5.7 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life, the Developer shall be solely liable and responsible for the same and the consequences arising therefore in

all respect and shall at all point of time keep the Owners indemnified for the same and all consequences. It is specifically agreed and understood that the Owners shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection , construction or completion of the said newly proposed building or any part thereof . All actions, proceedings and consequences arising there from shall be attended to , defended , prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owners indemnified from all or any loss damages, costs and consequences, suffered or incurred there from .

- 5.8 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owners shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.
- 5.9 The Developer shall be solely responsible for and make and pay all payments, wages, dues , contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, architects and others by whatever name called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed building and every part thereof and the Owners shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon him and the Developer shall keep the Owners indemnified from all or any claim, damages, payments costs and consequences suffered or incurred therefrom.

- 5.10 The Owners shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection construction and completion of the Building or any part thereof provided standard materials.
- 5.11 The Developer shall be duty bound to complete the Owners' allocated portion in all respect including permanent domestic water and sewerage connection and but the Unit Owners shall pay for individual electric meter connection for each Unit/Flat which shall be arranged by the Developer at extra cost and make the same fully habitable for user as per law within the said 24 (Twenty Four) months from the date of obtaining sanction of building plan or from the date of obtaining peaceful vacant possession of the said Premises by the Developer from the Owners , which unless prevented by Force Majure reasons at the said premises without default or deviation, save and except for the reasons mentioned hereinabove . It is however agreed that the Developer shall hand over peaceful possession of the Owners' allocated portion complete in all respect to the Owners herein first prior to handing over possession to the intending Purchasers of the Developer's allocated portion .

ARTICLE – VI  
OWNERS' OBLIGATIONS

- 6.1 The Owners herein shall sign and execute all plans , drawings , specifications , elevations , forms , applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions , consent , sanction or licence required under the law in connection with or relating to or arising out of construction erection and completion of the said multistoried building or as may be required from time to time in accordance with law.



- 6.2 To provide the Developer with appropriate powers as are or may be required in connection with sanction, construction, erection completion of the newly proposed building and to appear for and represent the Owners before all concerned authorities and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licences and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electrically or as may required from time to time, in accordance with law and/or otherwise concerning negotiations for transfer of flats to the intending Purchasers of Developers share thereof and all cost and expenses in that respect shall be borne by the Developer and in this respect the Owners shall appoint Smt. Piya Roy and Smt. Kuntala Dutta, both Partners of NIRMAN ASSOCIATES, the Developer Company herein as their Attorneys to do all the acts, deeds and things for completion of the newly proposed building in and upon the aforesaid premises.

#### ARTICLE – VII

- 7.1 In the event the Owners are desirous of having any additional or special type of fittings other than that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owners immediately on demand by the Developer.
- 7.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said multistoried building shall always remain common, impartible, indivisible and undivided whereas the Owners shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities. The Developer shall

similarly be entitled to deal with its allocated portion ~~as well as common areas and facilities~~ ~~as well as common areas and facilities~~ as well as common areas and facilities in accordance with law.

- 7.3 The format of the Draft Indenture of Conveyance, that may be required to be executed and registered by the Owners unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof, shall be prepared by the Developer's Advocate Sri Subir Kumar Dutta and the Owners shall only execute Indenture of Conveyance (s) unto and in favour of the Developer and/or its nominee or nominees as the case may be subject to the terms and conditions provided herein.
- 7.4 Subject to the above restrictions and conditions contained herein the Attorney shall be entitled to enter into any contract or agreement relating to Developer's allocated portions on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the Owners shall execute required Indenture, unto and in favour of the said nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto and paid and borne by the Developer and/or its nominee or nominees, as the case may be.

#### ARTICLE - VIII

#### COMMON OBLIGATIONS

- 8.1 On and from the date of completion of the building in accordance with law, the Owners as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default :-

Sri Subir Kumar Dutta

- a. To pay punctually and regularly for their respective allocations all rates , taxes , levies , fees charges , impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owners and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.
- b. To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the Rules framed thereunder , the Developer shall be entitled to collect and provided the required services thereof.
- c. To abide by all laws , rules and regulations and orders of the enactments the Government and/or Local Bodies or otherwise issued and/or imposed upon in accordance with law , as the case may be and shall attend to and answer and the responsible for any deviation, violation and/or breach thereof in any manner.

#### ARTICLE - IX

#### MISCELLANEOUS

- 9.1 This Agreement shall always be treated as an agreement by and between "Principal" to "Principal". The Owners and the Developer have entered into this Agreement purely as a Contract and nothing contained herein shall be deemed to construed or constitute as Partnership between the Owners and the Developer or an Association or persons . Nothing in these presents , shall be construed as a sale , demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owners or as creating any right title or interest in respect thereof in favour of the Developer other



than an exclusive permission and right in favour of the Developer to develop the same there under subject to the terms and conditions of these presents .

- 9.2 Within six months from the date hereof or any time earlier after obtaining sanction of building plan from the Kolkata Municipal Corporation , the Owners shall hand over peaceful and vacant possession of the aforesaid premises to the Developer and as from the date of delivery of possession of the said premises by the Owners in favour of the Developer , the possession of the said the premises along with the rights of the Developer in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owners provided the Developer is carrying on with the project in terms of this agreement .
- 9.3 The Developer at its own cost and expenses shall provide four alternative accommodations to the Owners during the time of construction of the new proposed building within a radius of five K. M. of the existing Premises and shall bear such rents ( upto a maximum of Rs.10,000.00 ( Rupees Ten Thousand ) only per accommodation ) till the date of handing over the Owners' allocated portion to the Owners in the new proposed building .
- 9.4 The Developer shall be entitled to demolish the existing building at their own cost and expenses and shall enjoy the sale proceeds of the salvage for which the Owners shall have no objection for the same .
- 9.5 It is also agreed and accepted between the parties hereto that the Owners shall have the right to egress and ingress during the time of construction in and upon the Premises for observation and supervision of the constructional work of the new proposed building to be constructed as per the sanctioned building plan.

- 9.6 All the dues, arrears or outstanding in respect of the said Premises on account of The Kolkata Municipal Corporation taxes, levies whatsoever till the date of handing over possession of the existing building in the said premises shall be to the account of the Owners and from such date of taking over possession to the existing premises shall be borne and paid by the Developer or their nominee or nominees being the prospective Flat/Unit Purchasers either in respect of the aforesaid Premises or the constructed area forming part of the Developer's allocation after obtaining the completion and/or occupancy certificate from The Kolkata Municipal Corporation .
- 9.7 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds matters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owners and for such matters, the Owners shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owners and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.
- 9.8 It is clarified that all works of development shall be done by the Developer at its own costs and expenses but for and on behalf of themselves and/or their nominee/ nominees in respect of the Developer's Area and for and on behalf of the Owners in respect of the Owners' Area.
- 9.9 The consideration for the purposes herein shall be the construction costs of the Owners' Area to be incurred by the Developer and any further amounts if any agreed hereunder .

- 9.10 All municipal taxes and other outgoings in respect of the said premises upto the date of handing over possession of the said premises to the Developer shall be borne and paid by the Owners including previous liability if any and thereafter shall be borne by the Developer. At the expiry of 30 (thirty) Days from the date, the Developer service to the Owners a notice of completion of the Owners' Allocation under the terms of this agreement, the liability of the Developer to pay the Municipal taxes and other liabilities in respect of the Owners' Allocation would cease to continue.
- 9.11 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof would be borne and paid by the Owners and the Developer or their respective nominees in their respective proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owners herein and the Developer.
- 9.12 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.
- 9.13 The certificate of the Architect relating to completion of construction/development and the costs incurred therefore shall be final.
- 9.14 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owners and sent to their respective last known address or addresses intimating that the Owners' Area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or Municipal authorities has been obtained, shall completely absolve the Developer of its obligation to deliver the Owners' Area to the Owners under this Agreement.



ARTICLE - X  
FORCE MAJURE

- 10.1 The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the "FORCE MAJURE" which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, labour unrest, and/or any other acts or commission beyond the control of the Developer affected thereby and also non-availability of essential materials like cement, steel, etc. and shall be suspended from the obligation during the duration of the "FORCE MAJURE".

ARBITRATION - XI

Disputes relating to this Agreement or its interpretation shall be referred to the Arbitration of an Arbitral tribunal, consisting of Two Arbitrators (Tribunal), one each to be appointed by the Parties hereto and the Third if required to be appointed by the two Arbitrators so appointed. The Award of the Tribunal shall be final and binding on the Parties. The Arbitration proceedings will be in Kolkata unless otherwise agreed.

SCHEDULE OF THE PROPERTY  
AS REFERRED TO ABOVE

ALL THAT piece and parcel of undivided three-fourth share of the total land measuring 04 (Four) Cottahs 14 (Fourteen) Chittaks 0 (Zero) Sq. ft. more or less equivalent to 3 Cottahs 10 Chittaks 22.5 Sq.ft. more or less of land with undivided three-fourth share of two storied building measuring 800 Sq.ft. in each floor of the existing building comprised in E. P. No. 1571, in C. S. Plot No. 357 (P), of Mouza - Ibrahimpore, J.L. No. 36, within the limits of The Kolkata Municipal Corporation, Ward No. 095, now known and

numbered as Municipal Premises No. 76/9/79, Jadavpur Central Road, locally known as 9/28. Bijoygarh, Police Station – Jadavpur, Kolkata – 700 032 , within the limits of the Kolkata municipal Corporation Ward No. 095 , Sub-Registry Office at Alipore , in the District of South 24 Parganas , together with all easement and use meant and all rights of ingress and egress rights and the said land is butted and bounded in the following manner:-

ON THE NORTH : By KMC Road  
 ON THE EAST : By Jadavpur Central Road .  
 ON THE SOUTH : By Pre. No. , Jadavpur Central Road  
 ON THE WEST : By Vacant land .

THE SECOND SCHEDULE ABOVE REFERRED TO  
 SPECIFICATION OF WORK  
 ( MANNER OF COMPLETION OF THE NEW BUILDING )

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advice of the architect and including the following :-

The building will be a Multistoried building with the following facilities:-

- Superior Designed luxurious flats.
- Attractive Elevation of the Building.
- Covered Car Park with each flat ( Owners' allocation ) .
- \* Well-decorated lobby ( if any ) .
- Intercom facility.
- Landscaping where possible.
- Anti-termite treatment of building-foundation.

**Foundation** As per architect's drawing based on soil investigation report.

- Structure** R.C.C. framed structure 10" / 8" thick external and 5" X 3" thick brick wall with column and beams and walls of brick .
- Steel** Good quality TMT bar will be provided.
- Cement** Ultratech/Lafarge/Ambuja brand of cement will be used.
- Doors:Main Door** Laminated Flush door with frames and Good quality night latch.  
Doors (Inside) Seasoned and treated waterproof plywood doors with good quality wood frames and locks.
- Windows:** Aluminium sliding windows with integrated grills for all rooms . Luvre for bathrooms.
- Flooring:** Building staircase and landings will be of good quality marble with ornate railing. Drawing cum living room to have vitrified tiles flooring . All Bedrooms to have vitrified tiles flooring of good quality.
- Building lobby:** Flooring will be same that of same as that of the stairs and landing.
- Toilets/W.C :**Anti-skid tiles flooring, dado up to 6 ft height on the walls, Geyser point and hot and cold water pipes in all bathrooms,branded Chrome plated fitting and fixtures of basic range of Parryware/Hindustan/CERA, inside plumbing line will be concealed with PVC pipes-and Outside line will be of PVC pipes.
- Kitchen:-** Vitrified tiles flooring, Granite cooking platform with single stainless steel sink, good quality ceramic tile up to 2 feet above the cooking platform.
- Electrical :-**Standard Copper wiring of good make in concealed conduits

with Modular switches as following .

BED ROOMS : 2 light points, 1 fan point, 1. 5 amp socket (Plug point), 1 night point lamp, (1 A/C point & 1 telephone in master bed only).



KITCHEN : 1 light point, 1 exhaust fan point, 1.5 amp socket, one 15 amp socket.

TOILET : 1 light point, 1 fan point, 1.5 amp socket 1.15 amp. Socket (Geyser point),

LIVING/DINNING : 2 light points, 1 fan point, 1 T.V. point, 1 cable point, 1.5 amp socket, 1 telephone point.

<b>Internal finish:-</b>	Wall putty finish on walls and ceiling.
<b>External finish:-</b>	Good quality paint.
<b>Water supply :-</b>	KMC supply line , reservoirs (overhead and underground)
<b>Roof</b>	Roof tiles with adequate water proofing .
<b>Lift &amp; machinery</b>	Reputed brand of lift will be installed.
<b>Electric Meter</b>	Proportionate cost of Procurement of 440 volt main service line and full cost for Procurement of electric meter for individual flats from CESC shall be on account and cost of flat Purchaser/Owner.
<b>Extra Works</b>	Any extra works other than standard specifications given here shall be charged extra as decided by our engineer and such amounts shall be deposited with us before the execution of work.

Natural materials like marble, granite, wood, sandstone etc. contain veins with inherent structural differences, as a result of which colour and marking caused by the mineral complex composition, cracks, inherent impurities are likely to occur. While the Developer shall take reasonable care to ensure construction and completion of the said unit as per specifications mentioned herein, and also the Developer shall not be responsible or accountable for cracks, discoloring or deterioration in the quality of such natural materials used in the Development of the said premises.

IN WITNESSES WHEREOF the parties hereto set, sealed and subscribed their respective hands and seal on this day, month and year above first above written.

SIGNED AND DELIVERED by *Pranab Kumar Sen.*  
The OWNERS at Kolkata

in presence of :

1) *Pradeep Roy*  
Alipore Police Court.  
Kat 27.

*Piyali Sen*  
9/28 Bijoygarh,  
Kolkata - 700032

*Susmita Sen.*

*Deblina Roy Choudhury*

*Jayanta Kumar Sen*

SIGNED AND DELIVERED by  
The DEVELOPER at Kolkata

in presence of :

1) *Pradeep Roy*  
Alipore Police Court.  
Kat 27

*Piyali Sen*  
9/28, Bijoygarh,  
Kolkata - 700032

**NIRMAN ASSOCIATES**

*Piya Roy*  
Partner

**NIRMAN ASSOCIATES**

*Kumbala Dutta*  
Partner

DRAFTED BY

*Subir Kumar Dutta*

SUBIR KUMAR DUTTA.

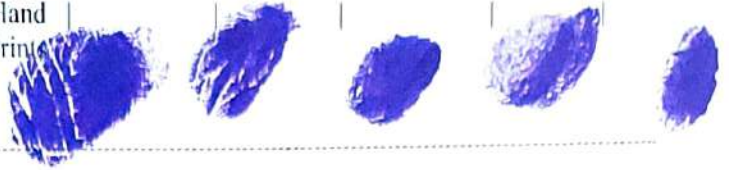
WB-2165/99 Advocate.

Alipore Civil and Criminal Court, Kolkata - 700 027.

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Finger Prints



Right Hand  
Finger Prints



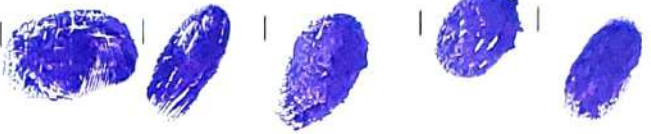
Name : - PRANAB KUMAR SEN

Signature : - Pranab Kumar Sen

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Finger Prints



Name : - SUSMITA SEN

Signature : - Susmita Sen

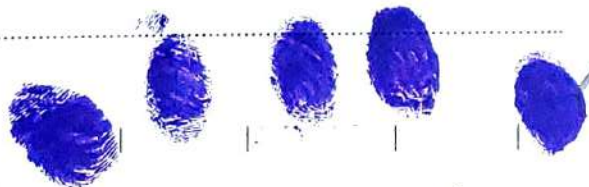
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Name : - DEBLINA ROY CHOUDHURY

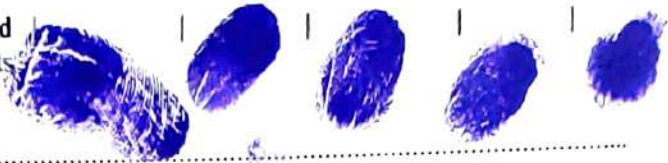
Signature : - Deblina Roy Choudhury



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Name :- JAYANTA KUMAR SEN   Signature :- Jayanta Kumar Sen

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Name :- PIYA ROY.

Signature :- Piya Roy

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Name :- KUNTALA DUTTA   Signature :- Kuntala Dutta



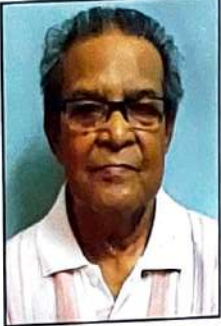





Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue








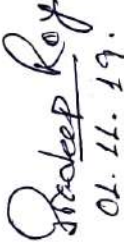
OFFICE OF THE A.D.S.R. ALIPORE, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16050001658817/2019

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category		Finger Print	Signature with date
1	Pranab Kumar Sen 9/28, Bijoygarh, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032	Land Lord			Pranab Kumar Sen 01.11.19
2	Susmita Sen 9/28, Bijoygarh, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032	Land Lord			Susmita Sen 01.11.19
3	Deblina Roy Choudhury Flat No J-1001, Wembley Estate Sohna Road Near Ero, P.O:- Sohna Road, P.S:- SONIPAT CITY, District:- Sonipat, Haryana, India, PIN - 122001	Land Lord			Deblina Roy Choudhury 01.11.19

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Jayanta Kumar Sen 9/28, Bijoygarh, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032	Land Lord			 01.11.19
5	Piya Roy Flat No A-3/4, 24, Mandiville Gardens, P.O:- Gariahat, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Developer [Nirman Associates]			
6	Kuntala Dutta 45f/1c, Manick Bandopadhyay Sarani, P.O:- Regent Park, P.S:- Regent Park, District:-South 24- Parganas, West Bengal, India, PIN - 700040	Representative of Developer [Nirman Associates]			
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr PRADEEP Roy Son of Late Parimal Roy Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Pranab Kumar Sen, Susmita Sen, Deblina Roy Choudhury, Jayanta Kumar Sen, Piya Roy, Kuntala Dutta			 01.11.19.

(Sukanya Talukdar)  
ADDITIONAL DISTRICT  
SUB-REGISTRAR



OFFICE OF THE A.D.S.R.  
ALIPORE  
South 24-Parganas, West  
Bengal

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

GRN: 19-201920-008834986-1  
GRN Date: 01/11/2019 11:18:24  
BRN: IK0AHKRFQ0

Payment Mode: Online Payment  
Bank: State Bank of India  
BRN Date: 01/11/2019 11:20:44

DEPOSITOR'S DETAILS

Name: Subir Kumar Dutta  
Contact No.: Mobile No.: +91 9830034264  
E-mail:  
Address: 18 Moore Avenue Kolkata 700040  
Applicant Name: Mr SUBIR KUMAR DUTTA  
Office Name:  
Office Address:  
Status of Depositor: Advocate  
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
Payment No 10

Id No. : 16050001658817/10/2019  
(Query No./Query Year)

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16050001658817/10/2019	Property Registration- Stamp duty	0030-02-103-003-02	7020
2	16050001658817/10/2019	Property Registration- Registration Fees	0030-03-104-001-16	21

Total

7041

In Words : Rupees Seven Thousand Forty One only

## Major Information of the Deed

Deed No :	I-1605-06576/2019	Date of Registration	20/11/2019
Query No / Year	1605-0001658817/2019	Office where deed is registered	
Query Date	30/10/2019 3:40:53 PM	A D S R ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	SUBIR KUMAR DUTTA Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7980503958, Status : Advocate		
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. 52,87,502/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,070/- (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 South 24-Parganas, P.S:- Jagavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Jadavpur Central Road (Bijoygarh Colony), , Premises No: 76/9/79, , Ward No: 095 Pin Code : 700032

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	3 Katha 10 Chatak 22.5 Sq Ft	1/-	43,87,502/-	Property is on Road
<b>Grand Total :</b>				<b>6.0328Dec</b>	<b>1 /-</b>	<b>43,87,502 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft	1/-	9,00,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion : Complete</p> <p>Floor No. 1, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion : Complete</p>					
<b>Total :</b>		<b>1200 sq ft</b>	<b>1 /-</b>	<b>9,00,000 /-</b>	



**Lord Details :**



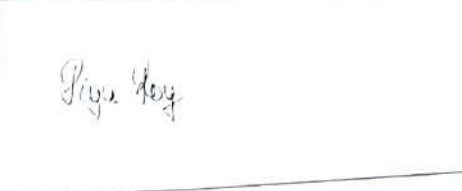


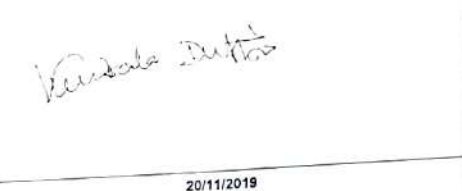
SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Pranab Kumar Sen (Presentant)</b>                      Son of Parimal Chandra Sen 9/28, Bijoygarh, P.O.- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: AIPPS4689C, Aadhaar No: 42xxxxxxxx4566, Status :Individual, Executed by: Self, Date of Execution: 01/11/2019 , Admitted by: Self, Date of Admission: 01/11/2019 ,Place : Pvt. Residence, Executed by: Self, Date of , Admitted by: Self, Date of Admission: 01/11/2019 ,Place : Pvt. Residence</p>
2	<p><b>Susmita Sen</b>                      Wife of Late Dipak Kumar Sen 9/28, Bijoygarh, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: MJSPS1410B, Aadhaar No: 69xxxxxxxx2299, Status :Individual, Executed by: Self, Date of Execution: 01/11/2019 , Admitted by: Self, Date of Admission: 01/11/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/11/2019 , Admitted by: Self, Date of Admission: 01/11/2019 ,Place : Pvt. Residence</p>
3	<p><b>Deblina Roy Choudhury</b>                      Wife of Prasun Roy Choudhury Flat No J-1001, Wembley Estate Sohna Road Near Ero, P.O:- Sohna Road, P.S.- SONIPAT CITY, District:-Sonipat, Haryana, India, PIN - 122001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AFUPR6243M, Aadhaar No: 33xxxxxxxx6944, Status :Individual, Executed by Self, Date of Execution: 01/11/2019 , Admitted by Self, Date of Admission: 01/11/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/11/2019 , Admitted by: Self, Date of Admission: 01/11/2019 ,Place : Pvt. Residence</p>
4	<p><b>Jayanta Kumar Sen</b>                      Son of Parimal Chanda Sen 9/28, Bijoygarh, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ALLPS6860L, Aadhaar No: 33xxxxxxxx3891, Status :Individual, Executed by: Self, Date of Execution: 01/11/2019 , Admitted by: Self, Date of Admission: 01/11/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/11/2019 , Admitted by: Self, Date of Admission: 01/11/2019 ,Place : Pvt. Residence</p>

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Nirman Associates</b>                      45/1c, Manick Bandopadhyay Sarani, P.O:- Regent Park, P.S.- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040 , PAN No.: AAQFN9526J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Name, Address, Photo, Finger print and Signature

1	Name	Photo	Finger Print	Signature
<p><b>Piya Roy</b> Wife of Indrajit Roy Date of Execution - 01/11/2019, , Admitted by: Self, Date of Admission: 20/11/2019, Place of Admission of Execution: Office</p>	 <small>Nov 20 2019 4:04PM</small>	 <small>LTI 20/11/2019</small>	 <small>20/11/2019</small>	
<p>Flat No A-3/4, 24, Mandiville Gardens, P.O:- Gariahat, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGKPR8446F, Aadhaar No: 78xxxxxxxx6843 Status : Representative, Representative of : Nirman Associates (as PARTNERS)</p>				
2	Name	Photo	Finger Print	Signature
<p><b>Kuntala Dutta</b> Wife of Subir Kumar Dutta Date of Execution - 01/11/2019, , Admitted by: Self, Date of Admission: 20/11/2019, Place of Admission of Execution: Office</p>	 <small>Nov 20 2019 4:03PM</small>	 <small>LTI 20/11/2019</small>	 <small>20/11/2019</small>	
<p>45f/1c, Manick Bandopadhyay Sarani, P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFKPD6054Q, Aadhaar No: 39xxxxxxxx8460 Status : Representative, Representative of : Nirman Associates (as PARTNERS)</p>				

Identifier Details :

Name	Photo	Finger Print	Signature
<p><b>Mr PRADEEP Roy</b> Son of Late Parimal Roy Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027</p>	 <small>20/11/2019</small>	 <small>20/11/2019</small>	 <small>20/11/2019</small>
<p>Identifier Of Pranab Kumar Sen, Susmita Sen, Deblina Roy Choudhury, Jayanta Kumar Sen, Piya Roy, Kuntala Dutta</p>			



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Pranab Kumar Sen	Nirman Associates-1.5082 Dec
2	Susmita Sen	Nirman Associates-1.5082 Dec
3	Deblina Roy Choudhury	Nirman Associates-1.5082 Dec
4	Jayanta Kumar Sen	Nirman Associates-1.5082 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Pranab Kumar Sen	Nirman Associates-300.00000000 Sq Ft
2	Susmita Sen	Nirman Associates-300.00000000 Sq Ft
3	Deblina Roy Choudhury	Nirman Associates-300.00000000 Sq Ft
4	Jayanta Kumar Sen	Nirman Associates-300.00000000 Sq Ft

Endorsement For Deed Number : I - 160506576 / 2019

On 31-10-2019

**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 52,87,502/-



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

On 01-11-2019

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

Presented for registration at 21:31 hrs on 01-11-2019, at the Private residence by Pranab Kumar Sen , one of the Executants

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

Execution is admitted on 01/11/2019 by 1. Pranab Kumar Sen, Son of Parimal Chandra Sen, 9/28, Bijoygarh, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Retired Person, 2. Susmita Sen, Wife of Late Dipak Kumar Sen, 9/28, Bijoygarh, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession House wife, 3. Deblina Roy Choudhury, Wife of Prasun Roy Choudhury, Flat No J-1001, Wembley Estate Sohna Road Near Ero, P.O: Sohna Road, Thana: SONIPAT CITY, , Sonipat, HARYANA, India, PIN - 122001, by caste Hindu, by Profession House wife, 4 Jayanta Kumar Sen, Son of Parimal Chanda Sen, 9/28, Bijoygarh, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Retired Person



Identified by Mr PRADEEP Roy, , Son of Late Parimal Roy, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

*Sukanya Talukdar*

**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

**On 05-11-2019**

**Payment of Fees**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/11/2019 11:20AM with Govt. Ref. No: 192019200088349861 on 01-11-2019, Amount Rs: 21/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0AHKRFQ0 on 01-11-2019, 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 by online = Rs 7,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/11/2019 11:20AM with Govt. Ref. No: 192019200088349861 on 01-11-2019, Amount Rs: 7,020/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0AHKRFQ0 on 01-11-2019, Head of Account 0030-02-103-003-02

*Sukanya Talukdar*

**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

**On 20-11-2019**

**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.

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

Execution is admitted on 20-11-2019 by Piya Roy, PARTNERS, Nirman Associates (Partnership Firm), 45/1c, Manick Bandopadhyay Sarani, P.O.- Regent Park, P.S.- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040

Identified by Mr PRADEEP Roy, , Son of Late Parimal Roy, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Execution is admitted on 20-11-2019 by Kuntala Dutta, PARTNERS, Nirman Associates (Partnership Firm), 45/1c, Manick Bandopadhyay Sarani, P.O - Regent Park, P.S - Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040

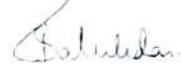
ified by Mr PRADEEP Roy, , Son of Late Parimal Roy, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs 7,020/- and Stamp Duty paid by Stamp Rs 50/-

Description of Stamp

1 Stamp Type: Impressed, Serial no 1943, Amount: Rs 50/-, Date of Purchase: 31/10/2019, Vendor name: L K Das



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2019, Page from 227562 to 227617

being No 160506576 for the year 2019.



*Sukanya Talukdar*

Digitally signed by SUKANYA  
TALUKDAR  
Date: 2019.12.03 13:52:16 +05:30  
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 03/12/2019 13:52:10  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)