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### DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this 11<sup>th</sup> day of August, 2021 (Two Thousand Twenty One).

BETWEEN

EL PARTNER...  
INDIA...  
...

Benar...  
...

09 AUG 2021

20645

No.....Rs.5000/-Date.....

Name:.....Bodhisatwa Basu

Address:.....

Vendor:.....Subhankar Das

Alipur Collectorate, 24 Pgs. (S)

**SUBHANKAR DAS**

**STAMP VENDOR**

Alipur Police Court, Kol - 27



Advocate  
Alipur Police Court  
Kolkata-27

20645 = 5000/-

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DISTRICT SUB REGISTRAR -III  
SOUTH 24 PGS., ALIPORE  
11 AUG 2021

Identified by me:-  
Bodhisatwa Basu  
(Adv)  
Alipur Police Court  
Kol-27

**SMT. SUMANA GHOSH @ SUMANA PAUL (PAN NO. BVBPP2387J) (AADHAAR NO. 461465458503)**, daughter of Late Joydev Ghosh and wife of Sri Sanjay Paul, by faith Hindu, by occupation Housewife, by nationality Indian, residing at V-1/9, Kamdahari, Gostotala, P. O. Garia, P. S. Bansdrone, Kolkata 700084, District South 24 Parganas, hereinafter called and referred to as the "**LAND OWNER**" (which expression shall unless exclude by or repugnant to the context be deemed to mean include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART/FIRST PARTY** ;

**AND**

**M/S. NIRMAN CONSTRUCTION (PAN-AAMFN7675E)**, a Partnership Firm having its office at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdrone, Kolkata-700084, being represented by its partners namely **(1) SRI SANDIP KUNDU (PAN-BURPK8519G) (AADHAAR NO. 333617621867)**, son of Sri Samir Kundu, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at L-41, Kamdahari, Bose Para, P.O. Garia, P.S. Bansdrone, Kolkata-700084, **(2) SRI. SANJAY SARKAR (PAN-BQPPS5719E) (AADHAAR NO.338263802895)**, son of Sri Subal Sarkar, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at V-24/14, Vivekananda Park, Kamdahari, P.O. Garia, P.S. Bansdrone, Kolkata-700084, **(3) SRI. TUHIN PAUL (PAN-AONPP6633B) (AADHAAR NO. 208758368000)**, son of Late Arabinda Paul, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at V-23/15, Kamdahari, Gostotala, P.O. Garia, P.S. Bansdrone, Kolkata-700084 and **(4) SRI. AYAN PODDAR (PAN-CMSPP9710L) (AADHAAR NO.674618157477)**, son of Sri Amal Poddar, by faith-Hindu, by occupation-Business, by nationality-Indian, residing at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdrone, Kolkata-700084, hereinafter called and referred to as the "**DEVELOPER/PROMOTER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office and administrators) of the **OTHER PART/SECOND PARTY**.

**WHEREAS** Sri. Anukul Chandra Ghosh and Sri. Panchanan Ghosh were the joint recorded owner of **ALL THAT** piece and parcel of Danga land measuring about **56 (Fifty Six) Decimal** lying and situated at Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, Pargana- Magura, R.S. No. 200, R.S. Khatian No. 173



DISTRICT SUB REGISTRAR-III  
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corresponding Khanda Khatian 772, R.S. Dag No. 483 under Kolkata Municipal Corporation, P. S. previously Sadar Tollygunge then Regent Park now Bansdroni, Sub-Registry office at Alipore, District South 24 Parganas as per Records of Rights.

**AND WHEREAS** while the said Sri. Anukul Chandra Ghosh and Sri. Panchanan Ghosh have voluntarily desired to demarcate their specific share in the joint property by metes and bounds, so that they may utilize the same individually without the interference of any of the other and because of the same they have placed a proposal before each other for making the entire property partitioned by metes and bounds in respect of the entire property, they made two family settlement deed in the year 1969.

**AND WHEREAS** the said Sri. Panchanan Ghosh became owner of **ALL THAT** piece and parcel of Danga land measuring about **28 (Twenty Eight) Decimal** lying and situated at Northern Side of Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, Pargana- Magura, R.S. No. 200, R.S. Khatian No. 173 corresponding Khanda Khatian 772, R.S. Dag No. 483 under Kolkata Municipal Corporation, P. S. previously Sadar Tollygunge then Regent Park now Bansdroni, Sub-Registry office at Alipore, District South 24 Parganas and several lands by virtue of the family settlement deed being No. 5046 for the year 1969.

**AND WHEREAS** the said Sri. Anukul Chandra Ghosh became owner of **ALL THAT** piece and parcel of Danga land measuring about **28 (Twenty Eight) Decimal** lying and situated at Southern Side of Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, Pargana- Magura, R.S. No. 200, R.S. Khatian No. 173 corresponding Khanda Khatian 772, R.S. Dag No. 483 under Kolkata Municipal Corporation, P. S. previously Sadar Tollygunge then Regent Park now Bansdroni, Sub-Registry office at Alipore, District South 24 Parganas and several lands by virtue of the family settlement deed being No. 5047 for the year 1969 and he gave his share to his son namely Sri. Joydev Ghosh by virtue of the same family settlement deed being No. 5047 for the year 1969.

**AND WHEREAS** the said Sri. Joydev Ghosh became owner of **ALL THAT** piece and parcel of Danga land measuring about **28 (Twenty Eight) Decimal** lying and situated at Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, Pargana- Magura, R.S. No. 200, R.S. Khatian No. 173 corresponding Khanda

Khatian 772 R.S. Dag No. 483 under Kolkata Municipal Corporation, P. S. previously Sadar Tollygunge then Regent Park now Bansdroni, Sub-Registry office at Alipore, District South 24 Parganas and several lands which is more fully described in **Schedule "Ga"** of the said Family Settlement Deed.

**AND WHEREAS** the said Sri. Joydev Ghosh gifted **ALL THAT** piece and parcel of Danga land measuring about **4 (Four) Cottahs 4 (Four) Sq. ft.** together with a 100 Sq. ft. RTS structure out of **28 (Twenty Eight) Decimal** Danga land alongwith 12 ft wide common passage lying and situated at Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, Pargana- Magura, R.S. No. 200, R.S. Khatian No. 173 corresponding Khanda Khatian 772 R.S. Dag No. 483 under Kolkata Municipal Corporation, P. S. previously Sadar Tollygunge then Regent Park now Bansdroni, Sub-Registry office at Alipore, District South 24 Parganas in favour of his daughter Smt. Sumana Ghosh by virtue of a registered Deed of Gift dated 23.09.1986 which is registered at the office of District Sub Registrar at Alipore, recorded in Book No. I, Volume No. 258, pages 355 to 362 being Deed No. 16817 for the year 1986.

**AND WHEREAS** the said Smt. Sumana Ghosh became sole and absolute owner of **ALL THAT** piece and parcel of Danga land measuring about **4 (Four) Cottahs 4 (Four) Sq. ft.** together with a 100 Sq. ft. RTS structure alongwith 12 ft wide common passage lying and situated at Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, Pargana- Magura, R.S. No. 200, R.S. Khatian No. 173 corresponding Khanda Khatian 772 R.S. Dag No. 483 under Kolkata Municipal Corporation, P. S. previously Sadar Tollygunge then Regent Park now Bansdroni, Sub-Registry office at Alipore, District South 24 Parganas but now at present for the purpose of encroachment of road the width of the common passage lying at the eastern side of the land is 16 ft.as per physical measurement.

**AND WHEREAS** the said Smt. Sumana Ghosh mutated her name in the office of Kolkata Municipal Corporation her property is now known and numbered as **Premises No. 168, Gostatala** vide **Assessee No. 311110901682** and also mutated her name in record of B.L. & L.R.O. and finally, fully and absolutely published her name in the records of rights under L.R.Khatian No. 2251 and L.R. Dag No. 483 in respect of the said land with structure and converted Danga land to Bastu Land vide case No. CN/2020/1630/451.

**AND WHEREAS** the land owner now desirous to construct a multistoried building and wants to give **ALL THAT** piece and parcel of Bastu land measuring about **4 (Four) Cottahs 4 (Four) Sq. ft.** together with a 100 Sq. ft. RTS structure lying and situated at Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, Pargana- Magura, R.S. No. 200, R.S. Khatian No. 173 corresponding Khanda Khatian 772, R.S. Dag No. 483, L.R. Khatian No. 2251 and L.R. Dag No. 483, **Premises No. 168, Gostatala and Assessee No. 311110901682**, with in the limit of Kolkata Municipal Corporation ward no. 111, P. S. previously Sadar Tollygunge then Regent Park now Bansdronei, Kolkata-700084, Sub-Registry office at Alipore, District South 24 Parganas to the developer herein to develop her property by raising a G+III storied building thereon.

**AND WHEREAS** the developer has now agreed to develop the said premises on the terms and conditions and stipulations hereunder appearing and also agreed to enter to this development agreement for further guidance concerning mutual rights and obligations.

**IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS :- NOW THIS DEVELOPMENT OF AGREEMENT WITNESSETH** as follows:

**ARTICLE -I  
(DEFINITION)**

1. **OWNER: SMT. SUMANA GHOSH @ SUMANA PAUL**, daughter of Late Joydev Ghosh and wife of Sri Sanjay Paul, by faith Hindu, by occupation Housewife, by nationality Indian, residing at V-1/9, Kamdahari, Gostotala, P. O. Garia, P. S. Bansdronei, Kolkata 700084, District South 24 Parganas.
2. **DEVELOPER: M/S. NIRMAN CONSTRUCTION (PAN-AAMFN7675E)**, a Partnership Firm having its office at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdronei, Kolkata-700084, being represented by its partners namely (1) **SRI SANDIP KUNDU (PAN-BURPK8519G)**, son of Sri Samir Kundu, residing at L-41, Kamdahari, Bose Para, P.O. Garia, P.S. Bansdronei, Kolkata-700084, (2) **SRI. SANJAY SARKAR (PAN-BQPPS5719E)**, son of Sri Subal Sarkar, residing at V-24/14, Vivekananda Park, Kamdahari, P.O. Garia, P.S. Bansdronei, Kolkata-700084, (3) **SRI. TUHIN PAUL (PAN-AONPP6633B)**, son of Late Arabinda Paul, residing at V-23/15, Kamdahari, Gostotala, P.O. Garia, P.S. Bansdronei, Kolkata-

700084 and **(4) SRI. AYAN PODDAR (PAN-CMSPP9710L)**, son of Sri Amal Poddar, residing at residing at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdrone, Kolkata-700084, all from (1) to (4) by faith-Hindu, by occupation-Business, by nationality- Indian. The terms in these presents shall unless contrary or repugnant to the context mean and include the following:

3. **ARCHITECT** : The Architect shall mean who has for the time being, been appointed by the Developers/Contractors for designing and planning of the new Building to be constructed or any other persons, firm or company who may be appointed hereinafter by the Developers/Contractors time to time.
4. **COMMON EXPENSES** shall mean and include all expenses to be incurred by the Unit Owner for the management and maintenance of the premises as more fully detailed in the Fifth Schedule hereto.
5. **COMMON PORTIONS** shall mean all the common areas and installations to comprise in the premises after the development as more fully detailed in the Third Schedule hereto.
6. **ARBITRATOR** shall mean such person or persons whom the DEVELOPER and OWNER jointly may from time to time appoint as the Arbitrator for the Project.
7. **MUNICIPALITY** shall mean the Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved and/or sanction the plans.
8. **LAND** shall mean **ALL THAT** piece and parcel of Bastu land measuring about **4 (Four) Cottahs 4 (Four) Sq. ft.** together with a 100 Sq. ft. RTS structure lying and situated at Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, Pargana- Magura, R.S. No. 200, R.S. Khatian No. 173 corresponding Khanda Khatian 772, R.S. Dag No. 483, L.R. Khatian No. 2251 and L.R. Dag No. 483, **Premises No. 168, Gostatala and Assessee No. 311110901682**, with in the limit of Kolkata Municipal Corporation ward no. 111, P. S. previously Sadar Tollygunge then Regent Park now Bansdrone, Kolkata-700084, Sub-Registry office at Alipore, District South 24 Parganas.
9. **NEW BULDING** shall mean and include the G+III storied building to be constructed in the said Property as per the sanctioned Building plan or plans to



be sanctioned by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved at the costs of the Developer.

**10. COMMON FACILITIES :** shall mean and include stair-cases, common passages, open spaces, water supply system, water pump and motor, specific tank, Electric lines, Land, Boundary Walls, roof, main gate, corridors of the building, boundary wall with building and points at all common areas, overhead and underground water reservoir and drainage system, care-taker room and toilet as described in the schedule "**THIRD**" herein below.

**11. OWNER'S ALLOCATION AS FIXED AS FOLLOWS:** In the new G+III storied Building, be constructed on the land described here under the **FIRST SCHEDULE** land, the LAND OWNER shall get

- i) **ALL THAT entire First Floor.**
- ii) **ALL THAT one Flat on Third/Top Floor (South-West) side.**
- iii) **ALL THAT 50% of Car Parking Space on the Ground Floor.**
- iv) **ALL THAT Rs.1,00,000/- (Rupees One lakh) only as per the forfeit amount.**

Further, be it mentioned here that land owner allocation shall be provided 50% of total F.A.R. Together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the developer shall issue possession letter to the land owner against her allocated portion.

If any extra storied is/are constructed by the Developer then this area will be equally allocated between both Developer and Land Owner as 50:50 ratio.

**12. DEVELOPER'S ALLOCATION:** save and except owner's allocation mentioned above, the rest of all constructed/salable area of the total F.A.R./Constructed areas of G+III storied building i.e.

- i) **ALL THAT entire Second Floor.**
- ii) **ALL THAT one Flat on Third/Top Floor (North-East) side.**
- iii) **ALL THAT 50% of Car Parking Space on the Ground Floor.**

In brief aforesaid allocation discussed above shall be treated as Developer's Allocation and the said Allocated Portions could be sold, transferred and disposed

of by the Developer Firm commercially or the Developers personally on the strength of Registered Development/General Power of Attorney to be executed by the Land Owner in favour of the Developer Together with undivided proportionate share of land along with every right, title, interest and lawful possession thereof and the developer shall issue possession letter to the land owner against her allocated portion.

- 13. PLANS** shall mean the plans of the new building which would be sanctioned and approved by Kolkata Municipal Corporation and other concerned authorities, which have recommended, commented upon, approved and shall also wherever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects including variations / modifications therein, if any. Be it specifically stated that despite the fact that a Power of Attorney for the purpose of getting the plan sanctioned has been agreed to be given by the owner, it is agreed that before submission of the plan a formal written approval on a copy of the Plan shall be obtained from the **OWNER** and in case of any Revised Plan also such approval has to be taken and all cost of the same will be borne by the Developer.
- 14. PREMISES** shall mean having comprised in the premises having an area of **ALL THAT** piece and parcel of Bastu land measuring about **4 (Four) Cottahs 4 (Four) Sq. ft.** together with a 100 Sq. ft. RTS structure lying and situated at Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, Pargana- Magura, R.S. No. 200, R.S. Khatian No. 173 corresponding Khanda Khatian 772, R.S. Dag No. 483, L.R. Khatian No. 2251 and L.R. Dag No. 483, **Premises No. 168, Gostatala** and **Assessee No. 311110901682**, with in the limit of Kolkata Municipal Corporation ward no. 111, P. S. previously Sadar Tollygunge then Regent Park now Bansdroni, Kolkata-700084, Sub-Registry office at Alipore, District South 24 Parganas, more fully described in the **FIRST SCHEDULE** hereto.
- 15. PROJECT** shall mean the work of the development undertaken to be done by the Builder in pursuance hereof till the development of the premises be completed and possession of the completed units is taken over by the Unit **OWNER**.
- 16. PROPORTIONATE** with all its cognate variations shall mean such ratio the covered area of any Unit or Units is in relation to the covered area of all the Units in the new building.

**17. UNIT** shall mean any flat in the new building is capable of being exclusively owned, used and/or enjoyed by any Unit Owner and which is not the common portion.

**18. UNIT OWNER** shall mean any person who acquired, hold and/or own and/or agree to acquire hold and/or own any unit in the new building and shall include the Owner and the Developer/Builder for the Units held by them from time to time.

**19.** a) **MASCULINE GENDER** shall include the feminine and vice versa.

b) **SINGULAR** shall include the plural and vice versa.

**20. SUBMISSION OF THE DOCUMENTS :** at the time of agreement all original copy or the certify copy of original Deeds, tax receipt, documents, heirs certificate and all other related necessary papers shall be submitted by the OWNER to the Developer and against this submission the Developer issue a proper receipt to the land owner for his documents. These documents are required for the sanction of plan of the building, execution of the building, selling of the flats of Developer's allocation and all other allied jobs.

**21. SALEABLE SPACE :** shall mean the space which have fallen in the Developer's Allocation in the new proposed building available for independent use and occupation after making due provisions for the OWNER Allocation together with all proportionate common facilities and the space as required thereof.

**22.EXTRA COST:** that any extra work for OWNER/intending purchaser/s, made by the Developer beyond the specification herein referred, should be at OWNER/intending purchaser/s' cost but the boundary wall of the schedule land shall be made at the cost of the Developer for the better protection of the entire building.

**23. FORCE MAJURE:** shall mean flood, earthquake or riot, war, storm, tempest, strike, lock-out any Third party's action and/or any other act or commission beyond the control of the Parties hereto.

**24.TRANSFER:** with its grammatical variation shall include transfer by possession and by any other mean adopted for the effecting what is understood as a transfer of space in multistoried building to purchase thereof.

**25. TRANSFEREE:** shall mean a person, Firm, Limited Company, Association of persons to whom any space in the building has been transferred.

**26. BUILT UP AREA:** means the Covered area of the flat or any Covered Constructed portions along with the proportionate share of stair case and lift if provided.

**27. SUPER BUILT UP AREA:** means Built up area plus proportionate share or interest of the common land, common area, facilities, proportionate undivided common right to use land, Top roof of the Building, share of meter room, safety tank, drainage and sewerage whatsoever for common purpose and for those facilities the Developer may add any percentage as per his choice with the Covered area or built up area.

#### **ARTICLE-II COMMENCEMENT**

The agreement shall deem to have commenced with effect from the date of execution of these presents.

#### **ARTICLE – II**

#### **OWNER'S OBLIGATION**

**2.1** The '**OWNER**' has agreed to produce the original papers of the above mentioned schedule land to the Developer.

**2.2** That the **OWNER** will to upto date all corporation taxes, B.L. & L.R.O. khajna, corporation mutation, B.L.&L.R.O. mutation.

**2.2** The **DEVELOPER** has agreed to make over possession of the said property now within her possession of the schedule land as and when required by the Developer for new construction thereon.

**2.3** Subject to the proceeding clause, the '**OWNER**' hereby grant exclusive license and permission to the 'developer' to construct, erect and complete a multistoried building including the 'owner' share/allocation on the said property in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and/or relevant Statutory Authority within a stipulated period of **24 months** from getting sanction plan from Kolkata Municipal Corporation then the **OWNER** will give them another **6 months** as a grace period as mutually agreed upon by the parties hereto .

**2.4** That after completion of construction and delivery of possession of **OWNER** allocation in the new building, the **OWNER** shall convey and transfer to the Builder and/or their nominee or nominees i.e. prospective purchaser/s therein the undivided proportionate share in the land appurtenant to the flats, out of Builder's allocation directly or through Development Power of Attorney which must to be executed after the execution of this Agreement For Development, be treated as related documents.

**2.5** The **OWNER** shall execute and register one Development Power of Attorney in favour of the Developer and to enter into an Agreement with the intending Purchaser/s in respect of the Developer Allocation Flat by receiving money from them. The **OWNER** shall execute Deed of Sale/Deed of Agreement in respect of the undivided proportionate share of land or flat and spaces in favour of any Purchaser/s nominated by the said Attorney and to present the Deed/s before the Registrar or Sub-Registrar to admit, execute of any deed executed by the Attorney on his behalf and receive consideration money and to give discharge thereof in respect of the said property.

**2.6** The **OWNER** hereby undertakes that the developer/promoter shall be entitled to the construction and shall enjoy their allocation without any interference or disturbance provided the developer/promoter performs and observes and fulfills all the terms and conditions herein contained and/or on their part to be observed, performed and/or fulfilled.

**2.7** The **OWNER** hereby agrees and covenants 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** allocated portion in the building after completion of the new building.

**2.8** The owner hereby agrees and covenants with the developer/promoter not to cause any interference or hindrance in the construction of the said building on the said property by the developer/promoter, if anything is not going against the spirit of this Agreement.

**2.9** The **OWNER** hereby agrees and covenants with the developer/promoter not to let out, grant, lease, and mortgage and/or charge the said First Schedule mentioned property or any portion thereof for any reason whatsoever.

**2.10** The **OWNER** hereby agrees and covenants with the developer/promoter to execute all the papers that may be necessary in terms of the West Bengal

Building (Regulation of Promotion of construction and transfer by Promoters) Act, 1993 and/or rules framed there under.

**2.11** That the **OWNER** shall sign, execute and register all necessary papers, and documents as would be required for obtaining the sanctioned building plan from Kolkata Municipal Corporation and shall attend all courts, offices, registration offices as and when the **OWNER**' presence would be required and the developer shall pay or bear all costs and incidental charges for the purpose aforesaid and the Developer after verification from the Land Owner shall submit the Building Plan for Sanction.

### ARTICLE - III

#### OWNER'S RIGHTS AND REPRESENTATIONS

**3.1** The '**OWNER**' is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property of land.

**3.2** None other than the said '**OWNER**' has any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.

**3.3** The said property is free from all encumbrances, charges, liens, lispendents, trusts, attachments, acquisitions/requisitions whatsoever and however.

**3.4** There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling & Regulations) Act.

### ARTICLE-IV

#### DEVELOPER'S/PROMOTER'S RIGHTS

**4.1.** If any amendment or modification is required to be made in the said building plan, the same shall be done by the 'developer' on behalf of the '**OWNER**' and the 'developer' shall pay and bear all fees including Architect's fees, Municipal fees, charges and expenses etc. required to be paid or deposited for the purpose for construction of the proposed building after verification from the Land Owner.

**4.2.** Nothing in these presents shall be construed as a demise or assignment or conveyance in Law by the '**OWNER**' of the said property or any part thereof to the 'developer' or is creating any right, title or interest in respect thereof of the 'developer' other than an exclusive license to the 'developer' to commercially exploit the same in terms hereof by constructing a multistoried building on the said property and to deal with the developers' allocation in the building in the manner hereafter stated.

4.3. The developer will be responsible to arrange the investment towards the construction of the entire proposed new building to be constructed in the said premises and the Land Owner shall not bear any expenses for the same.

4.4. The developer shall exclusively entitled to **DEVELOPER'S ALLOCATION** in the new building with an exclusive right to sell or any kind of transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the **OWNER** and the owner shall not in any way interfere with or disturb the quiet and peaceful; possession of the **DEVELOPER'S ALLOCATION**.

4.5. The decision of the **DEVELOPER** regarding the quality of the building materials shall be final and binding upon the Parties hereto. The building materials shall be standard one. However, the **OWNER** shall have the right of inspection the project from time to time if required.

4.6. The **OWNER** will give all original documents/papers to the Developer in time of execution of this agreement and also take a receipt from the developer and the Developer shall also return all the documents/papers to the **OWNER** after completion of the construction work and sale of all flats/units under Developer's Allocation.

4.7. The developer shall be deemed to be the Confirm Attorney/Agent of the Land Owner and as such Agent shall be solely and exclusively responsible for construction of the said building and also shall have Authority to sell Developer's allocated portion Together with proportionate undivided proportionate share of land along with other facilities, privileges subject to restriction as per Apartment Act, 1972, followed by its amendment day by day on the strength of this Registered Development Power of Attorney executed by the Land **OWNER** in favour of the Developer Firm and/or in the name of **M/S. NIRMAN CONSTRUCTION (PAN-AAMFN7675E)**, a Partnership Firm having its office at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdrone, Kolkata-700084, being represented by its partners namely **(1) SRI SANDIP KUNDU (PAN-BURPK8519G)**, son of Sri Samir Kundu, residing at L-41, Kamdahari, Bose Para, P.O. Garia, P.S. Bansdrone, Kolkata-700084, **(2) SRI. SANJAY SARKAR (PAN-BQPPS5719E)**, son of Sri Subal Sarkar, residing at V-24/14, Vivekananda Park, Kamdahari, P.O. Garia, P.S. Bansdrone, Kolkata-700084, **(3) SRI. TUHIN PAUL (PAN-AONPP6633B)**, son of Late Arabinda Paul, residing at V-23/15, Kamdahari,

Gostatala, P.O. Garia, P.S. Bansdrani, Kolkata-700084 and (4) **SRI. AYAN PODDAR (PAN-CMSPP9710L)**, son of Sri Amal Poddar, residing at residing at V-26/63, Vivekananda Park, P.O. Garia, P.S. Bansdrani, Kolkata-700084, all from (1) to (4) by faith-Hindu, by occupation- Business, by nationality- Indian where the Land OWNER shall also give the Developer's Firm exclusive lawful power, right and authority to construct the said building along with the right and Authority to sell or transfer all Developer's allocated portions exclusively and independently, comprised of the new building be erected on the land described here under the **FIRST SCHEDULE**.

**4.8.** The Developer shall be authorised in the name of the **OWNER** in so far as in necessary to apply for and obtain quotas entitle required for cement, steel, bricks and other Building materials required for the entire construction of the Building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage and/or Gas to the building and other facilities required for the construction of enjoyments of the Building facilities required for the construction of enjoyments of the building and also noted here that from the date of taking possession of the land for new construction, all rents, rates taxes and all others out goings shall be borne by the Developer and in the same way from the date of taking possession of the Land **OWNER** allocated portion by the Land **OWNER**, they will bear the aforesaid all outgoing expenses for their respective allocated portion only. From the date of execution of this document, the Developer shall pay all rent, rates and taxes till handing over the Land Owner's Allocation and thereafter shall bear all taxes out of its allocation

**4.9.** That the developer will have the right and authority to execute and register the Deed of Conveyance/s or any other documents unto and in favour of the intending prospective Purchaser/s or other as the case may be on the basis of the Development Power of Attorney in respect of the Flats /Shop etc. belonging to the Developer's allocation. The Owner/First Party shall have no right and authority to revoke cancel or rescind this agreement until such time construction of the building is completed and sale and transfer of the Developer's Allocated portions is over. The Owner hereby agreed to make themselves available if necessary at the time of registration of the Deed of Conveyance/s in favour of the Purchaser to execute the same as the **OWNER/Vendor** in respect of the property under reference but in normal condition at all material times, the Developer is entitled to



execute, present and give registration of any Flat/Commercial area or any unit in favour of the intending Purchaser/s, take full or part consideration of the said sold area, admit registration by signing Deed Return Receipt on the strength of Development Power of Attorney executed by the Land **OWNER** in favour of the Developer's Firm or personally to its sole proprietor and also on the strength of this Development Agreement.

#### ARTICLE - V

##### DEVELOPER'S/PROMOTER'S OBLIGATION

**5.1** The developer/promoter hereby agrees and covenants with the **OWNER** to complete the construction of the building within the stipulated time as stated herein. Only on reasonable ground and on request of the developers/promoters the owner may consider and extend the completion period of the said construction on the said property.

**5.2** The **DEVELOPER** shall be liable to meet up all previous outstanding and liabilities and Documentation including Municipal Taxes in respect of the entire holding if any and during construction work of the venture all the liabilities in connection with the construction work shall be paid only by the **DEVELOPER** even at the time of construction work if any labour or mason or any man connected with said venture dies due to accident **OWNER** shall not be held responsible and liable to pay any compensation for the same.

**5.3** The developer/promoter hereby agrees and covenants with the **OWNER** not to violate or contravene any of the provisions or rules applicable for construction of the building as result of which the obligation and liabilities will accrue upon the owner.

**5.4** The developer/promoter hereby agrees and covenants with the owner not to do any act, deed or thing whereby the **OWNER** are prevented from enjoying, selling, assigning and/or disposing of any of the **OWNER's** allocation on the building.

**5.5** That upon completion of construction and after availing the completion certificate of the new building, the builder shall inform the **OWNER** to take delivery of possession of the **OWNER's** allocated area in the new building in good and habitable condition and the **OWNER** within 30 days from the date of such intimation shall take possession of his allocations thereon and the land **OWNER**

shall have to pay all rent, rates and taxes and others out goings from the date of taking land owner's allocation as per notice serves out of her allocation only..

**5.6 Developer** has to collect GST (if necessary) on all flats they sold to any third party as per Government rate.

**ARTICLE – VI**

**FURTHER OBLIGATIONS MUTUALLY AGREED BY  
THE OWNER AND THE DEVELOPER/PROMOTER**

**6.1** The **OWNER** hereby agrees and covenants with the developer/promoter that as soon as the **OWNER's** allocated areas will be completed as per specification and satisfactory condition, and/or request of the developer/promoter to take possession of their mentioned allocation.

**6.2** The **OWNER** hereby agrees and covenants that the developers/promoter shall demolish the existing structure of the above property and shall appropriate the sale proceeds of the debris and scrap building materials of the existing building towards the cost of the demolition.

**6.3** That the **OWNER** shall be exclusively entitled to deal with **OWNER's** allocation in the new building and the builder/developer shall be exclusively entitled to the developer's allocated area therein and the developer shall be at liberty to sell/transfer his/its allocated portion in favour of any person or persons at any consideration which may be considered by the Developer/Builder and the owner shall not entitled to interfere in any manner.

**6.4** That if a transformer will be installed in this project then the installation cost will be borne by both the Land Owner and Developer equally.

**6.5** That be it noted that by this Development Agreement and the related Development Power of Attorney, the Developer shall only be entitled to receive consideration money executing agreement/final document for transfer of property as per provisions laid down in the said documents as Developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development Power of Attorney shall never be treated as the Agreement/ Final Documents for transfer of property between the owner and the developer in any way. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

**ARTICLE – VII**  
**FORCE MAJEURE**

7.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

7.2 Force majeure shall mean flood, earth-quake, riot, war, storm, tempest, civil commotion, strike, lock out, order of injunction, and/or any other order of a statutory authority and any other act or commission beyond the control of the parties hereto.

**ARTICLE-VIII**  
**JURISDICTION**

The courts of South 24 Parganas alone shall have the jurisdiction to entertain and try all actions, suits, and proceedings arising out of this agreement.

**ARTICLE IX**  
**ARBITRATION**

All disputes and differences between the parties hereto arising out of this agreement regarding the construction or interpretation of any of the terms and conditions herein or determination of any liability or otherwise touch these presents shall be referred to a sole Arbitrator to be nominated by both the parties with regard to appointment of the Sole Arbitrator, each party shall nominate their own Arbitrators and the same be deemed to be reference with the meaning of the Arbitration and Conciliation Act, 1996 and/or the act as may be enacted and the Statutory Amendments or modification there under and the Award given by such Arbitrators shall be binding and conclusive on the parties hereto. The Arbitrator shall have summery powers.

The Arbitrators shall have the power to appoint an Umpire in case of any difference such award to be passed by the Umpire shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

**FIRST SCHEDULE ABOVE REFERRED TO**  
**SCHEDULE OF THE PROPERTY**

**ALL THAT** piece and parcel of Bastu land measuring about **4 (Four) Cottahs 4 (Four) Sq. ft.** together with a 100 Sq. ft. RTS structure lying and situated at Mouza Kamdahari, J.L. No. 49, District Collectorate Touzi No. 14, Pargana-

Magura, R.S. No. 200, R.S. Khatian No. 173 corresponding Khanda Khatian 772, R.S. Dag No. 483, L.R. Khatian No. 2251 and L.R. Dag No. 483, Premises No. 168, Gostatala and Assessee No. 311110901682, (Mailing Address:- V/1/3, Gostatala, Garia, Kolkata-700084) with in the limit of Kolkata Municipal Corporation ward no. 111, P. S. previously Sadar Tollygunge then Regent Park now Bansdroni, Kolkata-700084, Sub-Registry office at Alipore, District South 24 Parganas, with all its easements right including the right of common passage area, butted and bounded by:-

**BUTTED AND BOUNDED AS FOLLOWS**

**On the North** : by 12 Ft. wide Common Passage;

**On the South** : by land of Sumitra Ghosh;

**On the East** : by 16 Ft. wide Common Passage;

**On the West** : by part of R.S. Dag No.482;

**SECOND SCHEDULE ABOVE REFERRED TO**  
**Specification of Construction**

1. **BUILDING:** R.C.C. with bricks.
2. **Brick wall:** External : shall be 8" thick with bricks  
Internal : shall be 3" thick with bricks
3. **Wall:** internal wall shall be made by Plaster of Paris finish,
4. **Flooring:** entire flat with marble cost @ 40/- per sq.ft. or Floor tiles.
5. **Electrical:** concealed ISI copper wiring (Finolex or Heavles) with Anchor equivalent switches Adequate light and power points T.V./Telephone points at Living area.
6. **Kitchen:** cooking platform with Granit/Stainless steel sink.  
Glazed tiles up to 2.5 ft above cooking platform.
7. **Toilet:** glazed tiles upto a height of 6 ft.  
CP bath fittings of ISO Brand or equivalent, sanitary fittings of ISO Brand or equivalent make Geyser point in one toilet.
8. **Doors:** Main door made of flash door of ISO Brand (100% pine). Others Flush Doors finished with Enamel paint PVC door at toilet.

9. Windows: Window with Aluminium sliding with square bar grill.
10. Water Supply: Local K.M.C. water supply.  
Overhead tank for sufficient storage and supply.
11. Roof: Common roof with special treatment.
12. There will be Lift facility in the said building.

**Personal Meter and Transformer:** Total cost of personal meter will be paid by the Flat Owner.

**EXTRA WORK:**

In addition the above items if in landowner wants in provide additional items or wants to change the specification of nay item be allowed after getting the permission from the consulting engineer if he fulfills the following. An estimate for additional work or the estimate of change item shall be supplied by the Developer and the land **OWNER** have to pay the total amount in advance to carry out these additional/changed items.

**THIRD SCHEDULE ABOVE REFERRED TO**

**The common Portions and common facilities**

1. COMMON PORTIONS shall mean and include roof terrace, passage corridors, stair case, lobbies, pump room, overhead water tank, water pump and motor and other facilities that is usually given to the other purchaser for the use of the common parts for egress and ingress and right in undivided proportionate share of land with common enjoyment of Top floor.
2. The right of passage in common with other purchaser/s to get electricity, water connection, gas connection from and to any other unit or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonably necessary for the beneficial use and occupation of the other part.
3. The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.
4. All essential and easement rights applicable to Ownership flat as per apartment rule and as possible in present and in future in that locality.

Both the owner and developer herein tied up a contract by this agreement dated mentioned above with full satisfaction, willingly without being instigated by others and both parties i.e. Land Owner and developer mentioned above signed, this agreement before the develop mentioned above have signed, this agreement before the witnesses by putting their signature accordingly as lawfully required.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**Covenants and common restrictions**

The owner and all unit OWNER shall always be strictly adhere to the following restrictions:-

The owner and/ or unit OWNER shall not do the following

1. Obstruct the Association (upon its formation) in their acts relating to the common purpose.
2. Violate any of the rules and/or regulation laid down for the common purpose and for the user of the common portion.
3. Injure, harm, or damage the common portion or any other units in the new building' by making any alteration or withdrawing any support or otherwise.
4. Alter any portion, elevation or colour scheme of the new building.
5. Throw or accumulate or cause to be thrown or accumulation any dust, rubbish or other refuse in the common portions save at the place indicated or worked thereof.
6. Place or cause to be placed any article or object in the common portion.
7. Use any unit or any part thereof for any purpose other than the purpose meant for (Residential/ commercial)
8. Carry or on cause to be carried on any obnoxious or injurious activity in or through any unit and parking space or the common portion.
9. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the new building and/or the adjoining building or buildings:

**FIFTH SCHEDULE ABOVE REVERED TO**

**(THE COMMON EXPENSES)**

1. Maintenance :- All cost of maintaining, operating, replacing, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstruction,

lighting and renovating the common portions including the exterior or interior (but not inside any unit) walls of the new building.

2. Maintenance of Staff:- The salaries of and all other expenses of the staff to be employed for the common purpose, including caretaker / durwans, sweepers, plumber, electricians etc. and their perquisites, bonus and other emoluments and benefits.

3. Association :- Establishment and all other expenses of the Association including the formation, office and miscellaneous expenses.

4. Common utilities :- All charges and deposits for suppliers of common utilities to the co-OWNER in common.

5. Electricity: - electricity charges for the electrical energy consumed for the operation of common portions.

6. Litigation: all litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.

7. Rates and Taxes: - Municipal Taxes, multistoried building tax, water tax and other levies in respect of the premises and the new building save those separately assessed on co-OWNER.

8. Insurance of the building if made including all litigations charges for free and unencumbered title of the land for better use and beneficial use of the purchaser/s occupier/s as called as legal expenses.

9. All other expenses and outgoings to be paid by the purchaser/s occupier/s as follows:      i) Changing of light point or light.

ii) Changing of pipe for common purpose.

IN WITNESS WHEREOF the parties hereto have put their signature on this day, month and year first above written.

WITNESSES :-

1. *Sumana Paul.*  
r- 1/4 Gokubala  
Po - Garia Kol- 700084.

2. *Biswajit Saha*  
V25/23 virechannanda Park  
Garia Kolkata - 84

*Sumana Paul.*

SIGNATURE OF LAND OWNER

**NIRMAN CONSTRUCTION**

*Sandip Kundu*  
*Sanjay Sarkar*  
*Tulin Paul*  
*Ran Poddar*

**Partner**

SIGNATURE OF DEVELOPER

Drafted by:-

*Bodhisatwa Das*

Alipore Police Court,

Kolkata- 700 027

*WB2438/09*

*<*  
*<*



MEMO OF CONSIERATION

RECEIVED sum o Rs.1,00,000/- (Rupees One Lakh) only from the Developer as forfeit amount.

<u>DATE</u>	<u>BANK</u>	<u>CHEQUE NO.</u>	<u>AMOUNT</u>
11/08/2021	Bandhan Bank	000137	100000/-

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Rs.1,00,000/- (Rupees One Lakh) only

WITNESSES :-

1. *Sumit Paul.*  
V-11/9 Grestakala  
Po-Garia Kol-700086.

*Sumana Paul.*  
SIGNATURE OF LAND OWNER

2. *Triswanti Saha*  
V25/23 vivekananda Park  
Garia Kol KATA - 87

Thumb      1<sup>st</sup> finger      Middle Finger      Ring Finger      Small Finger

PHOTO	left hand					
	right hand					

Name .....

Signature .....



Thumb      1<sup>st</sup> finger      Middle Finger      Ring Finger      Small Finger

left hand					
right hand					

Name SUMANA PAUL

Signature Sumana Paul



Thumb      1<sup>st</sup> finger      Middle Finger      Ring Finger      Small Finger

left hand					
right hand					

Name SANDIP KUNDU

Signature Sandip Kundu



Thumb      1<sup>st</sup> finger      Middle Finger      Ring Finger      Small Finger

left hand					
right hand					

Name SANJAY SARKAR

Signature Sanjay Sarkar

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....



		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand						
	right hand					

Name TOHIN PAUL

Signature Tohin Paul



		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand						
	right hand					

Name AYAN PODDAR

Signature Ayan Poddar

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....

## Major Information of the Deed

Deed No :	I-1603-05744/2021	Date of Registration	11/08/2021
Query No / Year	1603-2001410788/2021	Office where deed is registered	
Query Date	07/08/2021 6:18:45 PM	1603-2001410788/2021	
Applicant Name, Address & Other Details	BODHISATWA BASU ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8017932758, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 38,12,252/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 1,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :



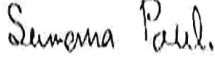
District: South 24-Parganas, P.S:- Bansdroni, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gostatala, , Premises No: 168, , Ward No: 111 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha 4 Sq Ft	1/-	37,85,252/-	Width of Approach Road: 16 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>				6.6092Dec	1 /-	37,85,252 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		100 sq ft	1 /-	27,000 /-	




**Land Lord Details :**






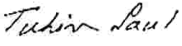


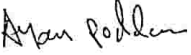
SI No	Name,Address,Photo,Finger print and Signaturo			
1	Name	Photo	Finger Print	Signaturo
	<b>Smt SUMANA GHOSH,</b> <b>(Allas: Smt SUMANA PAUL)</b> Wife of Shri Sanjay Pal Executed by: Self, Date of Execution: 11/08/2021 , Admitted by: Self, Date of Admision: 11/08/2021 ,Place : Office	 11/08/2021	 LTI 11/08/2021	 11/08/2021
V-1/9, Kamdahari, Gostotala, City:- , P.O:- Garla, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BVxxxxxx7J, Aadhaar No: 46xxxxxxxx8503, Status :Individual, Executed by: Self, Date of Execution: 11/08/2021 , Admitted by: Self, Date of Admision: 11/08/2021 ,Place : Office				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signaturo
1	<b>NIRMAN CONSTRUCTION</b> V-26/63, Vivekananda Park, City:- , P.O:- Garla, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: AXxxxxx5E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Reprosentativo

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signaturo			
1	Name	Photo	Finger Print	Signaturo
	<b>Shri SANDIP KUNDU</b> <b>(Presentant )</b> Son of Shri Samir Kundu Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admision: 11/08/2021, Place of Admision of Execution: Office	 Aug 11 2021 11:31AM	 LTI 11/08/2021	 11/08/2021
L-41, Kamdahari, Boso Para, City:- , P.O:- Garla, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sox: Male, By Caste: Hindu, Occupation: Business, Citizon of: India, , PAN No.:: BUxxxxxx9G, Aadhaar No: 33xxxxxxxx1867 Status : Reprosentativo, Reprosentativo of : NIRMAN CONSTRUCTION (as PARTNER)				

Name	Photo	Finger Print	Signature
<b>Shri SANJAY SARKAR</b> Son of Shri Subal Sarkar Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office			
Aug 11 2021 11:31AM	LTI 11/08/2021	11/08/2021	
V-24/14, Vivekananda Park, Kamdahari, City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BQxxxxxx9E, Aadhaar No: 33xxxxxxx2895 Status : Representative, Representative of : NIRMAN CONSTRUCTION (as PARTNER)			
Name	Photo	Finger Print	Signature
<b>Shri TUHIN PAUL</b> Son of Late Arabinda Paul Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office			
Aug 11 2021 11:30AM	LTI 11/08/2021	11/08/2021	
V-23/15, Kamdahari, Gostatala, City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AOxxxxxx3B, Aadhaar No: 20xxxxxxx8000 Status : Representative, Representative of : NIRMAN CONSTRUCTION (as PARTNER)			
Name	Photo	Finger Print	Signature
<b>Shri AYAN PODDAR</b> Son of Shri Amal Poddar Date of Execution - 11/08/2021, , Admitted by: Self, Date of Admission: 11/08/2021, Place of Admission of Execution: Office			
Aug 11 2021 11:32AM	LTI 11/08/2021	11/08/2021	
V-26/63, Vivekananda Park, City:- , P.O:- Garia, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: CMxxxxxx0L, Aadhaar No: 67xxxxxxx7477 Status : Representative, Representative of : NIRMAN CONSTRUCTION (as PARTNER)			

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr BODHISATWA BASU</b> Son of Mr P K BASU ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027			
11/08/2021	11/08/2021	11/08/2021	
Identifier Of Smt SUMANA GHOSH, Shri SANDIP KUNDU, Shri SANJAY SARKAR, Shri TUHIN PAUL, Shri AYAN PODDAR			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Smt SUMANA GHOSH	NIRMAN CONSTRUCTION-6.60917 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Smt SUMANA GHOSH	NIRMAN CONSTRUCTION-100.00000000 Sq Ft

**On 11-08-2021**

**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 11:17 hrs on 11-08-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri SANDIP KUNDU ,.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 38,12,252/-

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

Execution is admitted on 11/08/2021 by Smt SUMANA GHOSH, Alias Smt SUMANA PAUL, Wife of Shri Sanjay Pal, V-1/9, Kamdahari, Gostotala, P.O: Garia, Thana: Bansdronei, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife

Identified by Mr BODHISATWA BASU, , Son of Mr P.K BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 11-08-2021 by Shri SANDIP KUNDU, PARTNER, NIRMAN CONSTRUCTION (Partnership Firm), V-26/63, Vivekananda Park, City:- , P.O:- Garia, P.S:-Bansdronei, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr BODHISATWA BASU, , Son of Mr P.K BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 11-08-2021 by Shri SANJAY SARKAR, PARTNER, NIRMAN CONSTRUCTION (Partnership Firm), V-26/63, Vivekananda Park, City:- , P.O:- Garia, P.S:-Bansdronei, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr BODHISATWA BASU, , Son of Mr P.K BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 11-08-2021 by Shri TUHIN PAUL, PARTNER, NIRMAN CONSTRUCTION (Partnership Firm), V-26/63, Vivekananda Park, City:- , P.O:- Garia, P.S:-Bansdronei, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr BODHISATWA BASU, , Son of Mr P.K BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 11-08-2021 by Shri AYAN PODDAR, PARTNER, NIRMAN CONSTRUCTION (Partnership Firm), V-26/63, Vivekananda Park, City:- , P.O:- Garia, P.S:-Bansdronei, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Identified by Mr BODHISATWA BASU, , Son of Mr P.K BASU, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,053/- ( B = Rs 1,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2021 12:41PM with Govt. Ref. No: 192021220048140838 on 10-08-2021, Amount Rs: 1,021/-, Bank: SBI EPay ( SBLePay), Ref. No. 6174415095022 on 10-08-2021, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/-  
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**Description of Stamp**

1. Stamp: Type: Impressed, Serial no G750018, Amount: Rs.5,000/-, Date of Purchase: 09/08/2021, Vendor name:  
Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 10/08/2021 12:41PM with Govt. Ref. No: 192021220048140838 on 10-08-2021, Amount Rs: 2,021/-, Bank:  
SBI EPay ( SBloPay), Ref. No. 6174415095022 on 10-08-2021, Head of Account 0030-02-103-003-02



**Debasish Dhar**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - III SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2021, Page from 170647 to 170686  
being No 160305744 for the year 2021.



*Dhar*

Digitally signed by DEBASISH DHAR  
Date: 2021.08.17 18:15:14 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2021/08/17 06:15:14 PM  
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West Bengal.

(This document is digitally signed.)