



पश्चिम बंगाल WEST BENGAL

73AB 190036

City - 89/22  
d. 7.6.22

COST OF FEES

§ (i) .....	2/-
§ (ii) .....	2/-
§ (iii) .....	480/-
§ (iv) .....	10/-
§ (v) .....	10/-
§ (vi) .....	504/-



D.S.K.V., Alipore  
South 24 Parganas

07 JUN 2022

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40799

27 MAY 2022

No.....Rs. **10/-** Date.....

Name: **Sen & son Indra projects**

Address: **83, Jadhpur para**

Vendor:.....

Alipur Collectorate, 24 Pgs. (S)  
**SUBANKAR DAS**  
**STAMP VENDOR**  
Alipur Police Court, Kot-27

204-1



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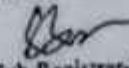


पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Certified that the document is submitted in  
regard to the signature sheet and the  
assignment sheets attached with  
document are the part of this document.

  
District Sub-Registrar-V  
Alipore, South 24 Parganas

01 JUN 2022

AGREEMENT FOR DEVELOPMENT OF LAND  
AND/OR CONSTRUCTION OF BUILDING

THIS AGREEMENT is made on this <sup>st</sup>1 day of June, Two  
Thousand and Twenty Two (2022)

BETWEEN





40792

27 MAY 2022

No.....Rs. **1000/-** Date.....

Name: **Sen & Sen Infra project pvt. Ltd.**

Address: **83, Jodhpur park.**

Vendor: **Subhankar Das** 201-68.

Allpur Collectorate, 24 PGS (S)  
**SUBHANKAR DAS**  
**STAMP VENDOR**  
Alipur Police Court, Kol-27

40792 = 1000/-



**Sanjoy Biswas**  
10 Late Dilip Biswas  
6, Rajkumar Chatterjee Road  
Kolkata :- 700037  
Occupation :- Service.





**MR. MAINAK BISWAS (PAN - AEKPB6980N, AADHAAR NO. - 2621 3449 6073)** son of Late Bireswar Biswas, by faith - Hindu, by nationality - Indian, by Occupation - Retired Person, residing at Premises No. 1/25, Gariahat Road (South), commonly known as 25, Jodhpur Park, Post Office - Jodhpur Park, Police Station - Lake, Kolkata - 700068 hereinafter referred to as the "**OWNER**" (which term and/or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART/FIRST PARTY.**

-AND-

**SEN & SEN INFRAPROJECTS PRIVATE LIMITED (PAN - AANCS1447B)**, a company registered under the Companies Act, 1956 as amended upto date having its registered office at 1/83, Gariahat Road, commonly known as 83, Jodhpur Park, Ground Floor, Post Office - Jodhpur Park, Police Station - Lake, Kolkata - 700068, represented by its Director **MR. SURAJIT SEN (PAN - AIOPSO025P, AADHAAR NO. - 5244 4630 8176)**, son of Late Nripen Sen, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 133, Jodhpur Park, 3<sup>rd</sup> Floor, near Allahabad Bank, Post Office - Jodhpur Park, Police Station - Lake, Kolkata-700068 hereinafter referred to as the "**DEVELOPER**" (which term and/or expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, legal representatives, successors-in-office, successors-in-interests and assigns) of the **OTHER PART/SECOND PARTY.**







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DISTRICT SUB REGISTRAR-7  
SOUTH 24 PGS, ALIPORE  
01 JUN 2022



**WHEREAS** Mr. Mainak Biswas, the Owner herein is the absolute owner by holding right, title and interest of the property **ALL THAT** piece or parcel of bastu land measuring 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less **TOGETHER WITH** a two storied cemented building admeasuring more or less 2000 sq. ft. standing thereupon along with all rights of easements, privileges, amenities, appurtenances attached thereto at premises no. 1/25, Gariahat Road, commonly known as 25, Jodhpur Park, Post Office - Jodhpur Park, Kolkata - 700068 under Police Station - Lake, (Old - Tollygunge) within Kolkata Municipal Corporation, under Ward No. 093, under jurisdiction of the office of the A.D.S.R - Alipore, District - South 24 Parganas, which is morefully described in the Schedule - "A" written hereunder is free from all encumbrances, charges, liens, lispendense, claims, demands, trusts, acquisitions, requisitions and alignments whatsoever (herein after called as "the Said Property"), which is the subject matter of the present indenture.

**AND WHEREAS** One William Graham by several Bengali Deeds of Sale both in his own name as well as in benami of his clerk Ramsasi Chaudhury purchased various plots of land held in Madhya Sattwadhikari Chirasthai Mocarari Mourashi rights and several plots of rent free lands in Mouzas Dhakuria, Gobindapur and Salimpur in Thana Tollygunge in the District of 24-Parganas.

**AND WHEREAS** the said William Graham by virtue of his purchase as aforesaid had his name recorded in the records of the Superior Landlords and was seized and possessed of the same as the sole and absolute owner thereof till his death on the 17<sup>th</sup> day of January, 1931.

**AND WHEREAS** prior to his death the said William Graham on



the 3rd May, 1909 made and published his last Will whereby he gave devised and bequeathed unto his wife Mrs. Kate Emily Graham all his moveable and immovable real and personal properties and whereof he appointed his wife the said Kate Emily Graham as the sole Executrix.

**AND WHEREAS** the said Will was duly proved in the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction and Probate thereof was on the 31st day of March 1931 granted to the said Kate Emily Graham as the Executrix thereof.

**AND WHEREAS** the said Kate Emily Graham prior to her death on the 2nd October, 1931 made and published her last Will and Testament on the 2nd April, 1931 whereby she appointed the Official Trustee of Bengal as the sole Executor of her said Will with directions to the Official Trustee to administer the Estate in the manner set out in the said Will.

**AND WHEREAS** the Official Trustee as such Executor to the said Will of the said Kate Emily Graham applied to the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction for grant of probate to him.

**AND WHEREAS** on the 15th December, 1931 Probate of the Will of the said Kate Emily Graham was granted to the Official Trustee as such executor by the said High Court.

**AND WHEREAS** the said Official Trustee of Bengal as such executor as aforesaid was administering the Estate of the said Kate Emily Graham and was seized and possessed of the said lands hereditaments and premises in the Mouzas Dhakuria, Salimpur and Gobindapur as set out in the Schedule to the hereinafter recited in  
INDENTURE OF CONVEYANCE dated the 18<sup>th</sup> day of July, 1947





executed by the Official Trustee of Bengal in favour of THE BENGAL SECRETARIAT CO-OPERATIVE LAND MORTGAGE BANK & HOUSING SOCIETY LTD.(herein after called the Housing Society).

**AND WHEREAS** by an Indenture of Lease dated the 29th Day of November, 1935 and made between the said Official Trustee of Bengal of the One Part and Jodhpur Club Ltd., a Company with limited Liability Incorporated under the Indian Companies Act, 1913 (now dissolved) Dhakuria Post Office, of the Other Part and registered at the Calcutta Registration Office in Book I Volume 103 at pages 280 to 296 being No. 4467 for the year 1935 the said Official Trustee of Bengal granted and demised unto Jodhpur Club Ltd. the aforesaid lands hereditaments and premises more particularly described in the Schedule thereunder written and delineated in the map or plan annexed thereto and thereon shown in red borders together with the principal mansion or Club House on a portion thereof for the term of nineteen years with effect as on and from 1st day of January, 1931 with option of renewal at the rent and upon and subject to the covenants and conditions therein respectively reserved and contained for a further term of fifteen years commencing from the expiry of the term thereby granted.

**AND WHEREAS** by an Indenture of Conveyance dated the 21<sup>st</sup> day of February, 1944 and made between the said Official Trustee of Bengal of the First Part Jodhpur Club Ltd. of the Second Part and Kishenlal Poddar and Annandilal Poddar of the Third Part and registered at Sadar Joint Registry, Alipore in Book I Volume 17 at pages 1 to 8 being No. 509 for the year 1944 a portion of Dag No. 329 in Khatian No. 79 containing an area of 1 (one) cottah 14 (fourteen) chittacks and 30 (thirty) square feet and also a portion of Dag No. 330





in Khatian No. 117 comprising an area of 10 (ten) cottahs 5 (five) chittacks and 35 (thirty five) square feet being a portion of lands demised by the hereinbefore recited in INDENTURE OF LEASE dated the 29<sup>th</sup> day of November, 1935 were released and conveyed unto the said Kishenlal Poddar and Annandilal Poddar.

**AND WHEREAS** by the said Will dated the 2nd April 1931 the said Mrs. Kate Emily Graham inter alia directed the Official Trustee of Bengal to sell call in and convert into money such part of the Estate of the said Kate Emily Graham as did not consist of money.

**AND WHEREAS** by virtue of such direction contained in the said Will and also for the purpose of administration of the Estate of the said Kate Emily Graham, the said Official Trustee of Bengal by a Memorandum of Agreement dated the 12<sup>th</sup> day of November, 1945, made between the said Official Trustee of 'the One Part' and the Bengal Secretariat Co-operative Society Ltd., a Society registered under the Bengal Co-operative Societies Act, 1940 and having its registered office at Writers' Buildings, Calcutta of 'the Other Part' agreed for the absolute sale to the said Bengal Secretariat Co-operative Society Ltd. or its nominee at or for the price of Rs.10,10,000/- (Rupees Ten Lacs and Ten Thousand) only of all the said lands hereditaments and premises aggregating in all to an area of 80.93 acres more or less situate at the aforesaid Mauzas of Dhakuria, Gobindapur and Salimpur within parganas Khaspur Thana Tollygunge Sub-Registry Alipore within the jurisdiction of Tollygunge Municipality (now within the Kolkata Municipal Corporation) in the District of 24 Parganas being premises No. 1, Gariahat Road and more particularly set out in the Schedule to the hereinbefore recited in the Indenture of Conveyance dated the 18th day of July, 1947 and made

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between the said Official Trustee of Bengal of 'the One Part' and the Housing Society of 'the Other Part' (save and except two pieces of lands as mentioned in aforesaid Indenture dated the 21st day of February, 1944) subject to the hereinbefore recited in the Indenture of Lease dated the 29th day of November, 1935 granted by the said Official trustee of Bengal in favour of the Jodhpur Club Ltd. as aforesaid but otherwise free from all encumbrances.

**AND WHEREAS** in pursuance of the said Agreement dated the 12th day of November, 1945 the said Bengal Secretariat Co-operative Society Ltd. paid to the said Official Trustee of Bengal of Rs.1,00,000/- (Rupees One Lac) only by way of earnest money on the 8th day of October 1945 and Rs.9,10,000/- (Rupees Nine Lacs and Ten Thousand) only being the balance of the consideration money in full paid on the 29th day of January, 1947.

**AND WHEREAS** the said Bengal Secretariat Co-operative Society Ltd. received fixed deposits at an interest of 4% (four per cent) per annum to create a fund for the purpose of purchasing the said premises No. 1, Gariahat Road and paid out of the said fund the aforesaid consideration money of Rs.10,10,000/- (Rupees Ten Lacs and Ten Thousand) only to the said Official Trustee of Bengal.

**AND WHEREAS** in addition to the consideration money of Rs.10,10,000/- (Rupees Ten Lacs and Ten Thousand) only paid to the Official Trustee of Bengal as hereinbefore stated, the said Bengal Secretariat Co-operative Society Ltd. had also to incur a further expenditure of Rs.64,447-4-6 (Rupees Sixty-Four Thousand Four Hundred Forty-Seven and Four Annas and Six Pies) only by way of interest on fixed deposits and other incidental charges in connection with the purchase of the said premises No. 1, Gariahat Road.



**AND WHEREAS** the Bengal Secretariat Co-operative Society Ltd. agreed with the Housing Society for the assignment to the Housing Society of the benefits of the Agreement dated the 12<sup>th</sup> day of November, 1945 as aforesaid subject to the liability thereunder in consideration of the following sums of money viz. Rs.10,10,000/- (Rupees Ten Lacs and Ten Thousand) only being the amount paid by the Bengal Secretariat Co-operative Society Ltd. to the Official Trustee of Bengal and Rs.64,447-4-6 (Rupees Sixty-Four Thousand Four Hundred Forty-Seven and Four Annas and Six Pies) only being the additional expenditure incurred on account of interest on fixed deposits and other incidental charges hereinbefore stated, that is in all of Rs.10,74,447-4-6 (Rupees Ten Lacs Seventy Four Thousand Four Hundred Forty Seven and Four Annas and Six Pies) only with interest thereon @ 4% (four per cent) per annum to be repaid by 31st day of December, 1949.

**AND WHEREAS** in consideration of the Housing Society having agreed to pay to the Bengal Secretariat Co-operative Society Ltd. the sum of Rs.10,74,447-4-6 (Rupees Ten Lacs Seventy Four Thousand Four Hundred Forty Seven and Four Annas and Six Pies) only together with interest as aforesaid the Bengal Secretariat Co-operative Society Ltd. assigned by an Indenture of Assignment dated the 2nd day of July, 1947 unto the Housing Society ALL THAT THE SAID RECITED AGREEMENT and all the estate, right, title, benefit, advantages, property, claim, demand whatsoever of the Bengal Secretariat Co-operative Society Ltd. on in or to the same and the lands and premises including buildings and structures thereon to hold the benefit of the said Recited Agreement unto the Housing Society absolutely subject nevertheless to the terms and conditions of

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the Lease dated the 29th day of November, 1935 in favour of the Jodhpur Club Ltd. and nominated the Housing Society as its nominee to complete the purchase of the aforesaid premises No 1, Gariahat Road.

**AND WHEREAS** on the 29th day of June, 1946, the said Jodhpur Club Ltd. duly exercised the option of renewal conferred on it by the hereinbefore recited Indenture of Lease dated the 29th day of November, 1935 but no renewed lease was executed.

**AND WHEREAS** by an Indenture of Conveyance dated the 18th day of July, 1947, made between the said Official Trustee of Bengal of the One Part and the Housing Society, as nominee of the Bengal Secretariat Co-operative Society Ltd. of the Other Part the said Official Trustee of Bengal granted and conveyed to the Housing Society all the said lands hereditaments and premises together with all structures situated in aforesaid Mouzas of Dhakuria, Salimpur and Gobindapur and being premises No. 1, Gariahat Road within Tollygunge Municipality (now under the Kolkata Municipal Corporation) and more particularly set out in the Schedule to the said Indenture of Conveyance dated the 18th July, 1947 subject to the aforesaid Lease dated the 29th November, 1935 in favour of the Jodhpur Club Ltd. but otherwise free from all encumbrances.

**AND WHEREAS** the Housing Society in furtherance of its objects formulated a scheme known as the Tollygunge Scheme also known as the Tollygunge Scheme (Jodhpur Club Lands) in respect of its lands and premises being premises No. 1, Gariahat Road purchased from the Official Trustee of Bengal under the aforesaid Indenture of Conveyance dated the 18th day of July, 1947 for the purpose of providing houses to its members by establishing a model







garden colony with all amenities of city life for the attainment of better living conditions and promotion of economic interest of its members and other residents of the colony through Co-operative efforts and invited applications for admission of members with a view to sell plots to them on the basis of the aforesaid scheme.

**AND WHEREAS** the Housing Society having failed to secure earlier release of the land from Jodhpur Club Ltd. by private negotiation applied to the Government of West Bengal under the West Bengal Ordinance II of 1948 (afterwards West Bengal Land Development and Planning Act, 1948) for the compulsory acquisition of the lease hold interest of the said Jodhpur Club under the aforesaid lease dated the 29<sup>th</sup> day of November, 1935.

**AND WHEREAS** on the 23<sup>rd</sup> day of May, 1949 the Jodhpur Club Ltd. was served with a notice from Government of West Bengal intimating that it had been proposed to acquire the aforesaid lands and premises on behalf of the Housing Society for building a colony on Co-operative basis thereon.

**AND WHEREAS** the Jodhpur Club objected to the said acquisition and filed a suit being Title Suit No. 52 of 1949 before the Learned Sixth Additional Court of the Subordinate Judge at Alipore (formerly suit No. 203 of 1949 in the Learned Second Court of the Subordinate Judge of 24 Parganas at Alipore) against the Housing Society and the State of West Bengal by objecting to the said acquisition.

**AND WHEREAS** by a decree made in the said Title Suit No. 52 of 1949 the Defendants i.e. the Housing Society and the State of West Bengal were restrained by a permanent injunction in so far as the proposed acquisition was concerned from taking or causing to be done any acts or things in respect of the proposed acquisition of the

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aforesaid lands and premises and from interfering with the Club's possession of the said lands and premises.

**AND WHEREAS** the Defendants in the aforesaid suit viz. the Housing Society and the State of West Bengal jointly preferred an Appeal in the Calcutta High Court being First Appeal No. 35 of 1952 against the aforesaid judgment and decree in Title Suit No. 52 of 1949.

**AND WHEREAS** the Housing Society and the said Jodhpur Club Ltd. with a view to settling the said First Appeal No. 35 of 1952 executed a Memorandum of Agreement dated the 22<sup>nd</sup> day of December, 1952.

**AND WHEREAS** in the said Memorandum of Agreement the said Jodhpur Club Ltd. agreed to execute in favour of the Housing Society a proper deed of assignment in the form set out in the Schedule thereto on receipt of a sum of Rs.5,00,000/- (Rupees Five Lacs) only which amount was duly paid by the Housing Society to the Jodhpur Club Ltd.

**AND WHEREAS** in pursuance of the said Agreement and in consideration of the said sum of Rs.5,00,000/- (Rupees Five Lacs) only paid by the Housing society to the Jodhpur Club Ltd. ALL THOSE LANDS AND PREMISES comprised in and demised by the hereinbefore recited lease dated the 29<sup>th</sup> day of November, 1935 were assigned by an Indenture of Assignment dated the 6<sup>th</sup> day of March, 1953 by the Jodhpur Club Ltd. free from all charges and encumbrances unto the Housing Society for all the residue then unexpired period of the term of fifteen years created by the exercise of the option to renew given to the Jodhpur Club Ltd. by the said lease dated the 29<sup>th</sup> day of November, 1935.





**AND WHEREAS** on a joint petition filed by the Appellants viz. the Housing Society and the State of West Bengal and the Respondent Jodhpur Club Ltd. in the matter of First Appeal No. 35 of 1952 in the High Court of Calcutta (Civil and Appellate Jurisdiction) the said Appeal was allowed in full and disposed of in terms of the said Agreement dated the 22<sup>nd</sup> day of December, 1952 by the High Court of Calcutta and vacant possession of the said lands and premises was made over by the Jodhpur Club Ltd. to the Housing Society in terms of the decree of the High Court of Calcutta in First Appeal No. 35 of 1952.

**AND WHEREAS** the Housing Society has paid the said amount of Rs.10,74,447-4-6 (Rupees Ten Lacs Seventy Four Thousand Four Hundred Forty Seven and Four Annas and Six Pies) only together with interests etc. amounting in all of Rs.11,08,787-10-6 (Rupees Eleven Lacs Eight Thousand Seven Hundred Eighty Seven and Ten Annas and Six Pies) only to the Bengal Secretariat Co-operative Society Ltd. in full satisfaction of the claims of the said Society under the aforesaid Indenture of Assignment dated the 2<sup>nd</sup> day of July, 1947.

**AND WHEREAS** the Housing Society in pursuance of the said Tollygunge Scheme (Jodhpur Club Lands) divided the aforesaid lands and premises in mouzas Dhakuria, Salimpur and Gobindapur being premises No. 1, Gariahat Road more particularly described in the Schedule to the Indenture of Conveyance dated the 18<sup>th</sup> day of July, 1947 measuring about 80.93 acres into several buildings, plots and other common utility areas such as parks, market, lake, schools, playgrounds and has constructed and proposed to construct roads, pathways passages and set back areas with the object of selling the said several buildings, plots as separate hereditaments to its members



and others.

**AND WHEREAS** the said roads, pathways, passages and set back areas and common utility areas are intended for the better enjoyment by the Allottee therein namely Shri Bireswar Biswas and other purchasers for the time being of the respective plots belonging to them.

**AND WHEREAS** the Housing Society admitted the Allottee therein namely Shri Bireswar Biswas, Son of Late Saroj Kumar Biswas as one of its members with the intention and purpose of selling to him a piece or parcel or plot of land in the said Tollygunge Scheme and has agreed with such Allottee for absolute sale to him of the Plot No. 25 containing an area of 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less being a portion of premises No. 1, Gariahat Road more particularly described in Schedule "A" hereto.

**AND WHEREAS** the said Allottee Shri Bireswar Biswas, being desirous of purchasing the aforesaid plot No. 25 in the said Tollygunge Scheme has become a member of the Housing Society and has agreed to purchase the said plot No. 25 containing an area of 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less being a portion of premises No. 1, Gariahat Road for the consideration of Rs. 5,002.35 np. (Rupees five thousand two and paise thirty five) only.

**AND WHEREAS** the Housing Society was seized and possessed of and otherwise well and sufficiently entitled to free from all encumbrances to the said plot of land described by the Society as plot No. 25 containing an area of 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less being a portion of premises No. 1, Gariahat Road, more particularly described in Schedule "A" hereunder written thereby agreed to be conveyed to the Allottee Shri





Bireswar Biswas, Son of Late Saroj Kumar Biswas for the consideration of Rs. 5,002.35 np. (Rupees five thousand two and paise thirty five) only by a Indenture of Conveyance dated 20<sup>th</sup> day of March, 1968, which was duly registered before the Sub-Registrar of Alipore, District - 24 Parganas and recorded in Book - I, Volume No. - 48, Pages 53 to 72, being No. 1844 for the year 1968.

**AND WHEREAS** the said Shri Bireswar Biswas was seized and possessed of and otherwise well and sufficiently entitled to free from all encumbrances to the said plot No. 25 containing an area of 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less being a portion of premises No. 1, Gariahat Road, now commonly known as 25, Jodhpur Park more particularly described in Schedule "A" hereunder written.

**AND WHEREAS** thereafter said Shri Bireswar Biswas possessed absolute right, title and interest in the plot No. 25 containing an area of 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less being a portion of premises No. 1, Gariahat Road by mutated his name before the Calcutta Municipal Corporation (now Kolkata Municipal Corporation) and was paying tax in respect of the Schedule - "A" Property written hereunder.

**AND WHEREAS** thereafter said Shri Bireswar Biswas died intestate 22.04.1982 leaving behind his wife namely Rani Biswas and his two sons namely Gautam Biswas and Mainak Biswas (the present Owner herein) as his only legal heirs/successors and subsequently said Rani Biswas died intestate on 12.11.2019 leaving behind her two sons namely Gautam Biswas and Mainak Biswas (the present Owner herein) as her only legal heirs/successors.

**AND WHEREAS** thereafter aforesaid Gautam Biswas died



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intestate on 01.04.2021 as bachelor leaving behind his one and only brother Mainak Biswas, the present Owner herein as his one and only legal heir/successor.

**AND WHEREAS** after the demise of his respective erstwhile legal heirs/successors, the aforesaid Mainak Biswas, the present Owner herein become absolute owner and is seized and possessed of and otherwise well and sufficiently entitled to free from all encumbrances containing an area of 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less being a portion of premises No. 1/25, Gariahat Road, now commonly known as 25, Jodhpur Park, Post Office - Jodhpur Park, Police Station - Lake, Kolkata - 700068, which are more particularly described in Schedule "A" hereunder written.

**AND WHEREAS** said Mr. Mainak Biswas, the present Owner herein possessed absolute right, title and interest containing an area of 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less being a portion of premises No. 1/25, Gariahat Road now commonly known as 25, Jodhpur Park, Post Office - Jodhpur Park, Police Station - Lake, Kolkata - 700068 by mutated his name before the Kolkata Municipal Corporation and paying tax to the Kolkata Municipal Corporation in his own name in respect of the Schedule - "A" Property written hereunder.

**AND WHEREAS** the present Owner herein is willing to develop the below mentioned Schedule - "A" Property and approached the Developer/Second Party herein for construction of a G+4 storied new building by demolishing the existing old two storied cemented structure on the said land at the said Property described in the Schedule - "A" written hereunder and the Developer/Second Party herein has agreed to the proposal and terms and conditions of the



Owner/First Party for the construction of a G+4 storied new building at its own costs and responsibilities by demolishing the existing old structure thereon at the premises No.1/25, Gariahat Road, commonly known as 25, Jodhpur Park, Post Office - Jodhpur Park, Police Station - Lake, Kolkata-700068, in which the building plan to be sanctioned by the Kolkata Municipal Corporation on the agreed terms and conditions as hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH as follows :-

1. That in this Agreement, unless otherwise agreed upon the followings definition clause elaborately and/or categorically will mean/define as hereinafter contained:-

a) **OWNER:-**

The Owner shall mean and include the abovenamed Owner namely Mainak Biswas, Son of Late Bireswar Biswas and on his absence, his heirs, successors, executors, transferees, representatives, assigns as the case may be.

b) **DEVELOPER:-**

The Developer shall mean and include the abovenamed Developer namely SEN & SEN INFRAPROJECTS PRIVATE LIMITED and/or any Company to be formed and/or nominated by the aforesaid Developer in future.

c) **THE SAID PROPERTY:-**

The Said Property shall mean and include the Property described in Schedule "A" hereunder written i.e. **ALL THAT** piece and parcel of bastu land measuring 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less TOGETHER WITH a two storied





cemented building admeasuring more or less 2000 sq. ft. standing thereupon along with all rights of easements, privileges, amenities, appurtenances attached thereto at premises no. 1/25, Gariahat Road, commonly known as 25, Jodhpur Park, Post Office - Jodhpur Park, Kolkata - 700068, under Police Station - Lake, (Old - Tollygunge) within Kolkata Municipal Corporation, under Ward No. 093, under jurisdiction of the office of the A.D.S.R - Alipore, District - South 24 Parganas.

d) **NEW BUILDING:-**

New Building shall mean and include the G+4 storied building to be constructed upon the TOTAL LAND UNDER PROJECT described in Schedule "A" written hereunder by the Developer in accordance with the Building Plan or Plans to be sanctioned by the Kolkata Municipal Corporation for Residential purposes.

e) **THE ENGINEER/ARCHITECT:-**

The Engineer/Architect shall mean the consulting Engineer/Architect of repute who may be appointed by the Developer for designing and planning of the G+4 storied New Building or any other person, firm or company who may be appointed hereinafter by the Developer for the similar purpose and in this regard the Owner shall have no liability or responsibility.

f) **THE BUILDING PLAN:-**

The Building Plan shall mean such plan to be prepared by the Engineer/Architect appointed by the Developer for the construction of the G+4 storied New Building and to be submitted duly signed by the Owner or his Lawful Constituted Attorney for sanction by the Kolkata





Municipal Corporation and other appropriate authorities and finally sanctioned by the Kolkata Municipal Corporation.

g) **COMMON PARTS OR PORTIONS:-**

Common Parts and Portions are such common areas as fully and particularly described in the SCHEDULE "D" hereunder written.

h) **SALEABLE SPACE:-**

Saleable space shall mean the space in the New Building available for independent use and occupation in the area of Developer's Allocation other than space allocable to the Owner herein along with the proportionate share of land underneath and right to use and enjoy of the common areas, parts/portions, common facilities and common amenities provided in the said G+4 storied New Building.

i) **OWNER'S ALLOCATION:-**

Owner's Allocation shall mean the space allocable to the Owner in the G+4 storied New Building to the extent as fully and particularly described in the SCHEDULE "B" hereunder written and such monetary compensation/consideration in the manner as fully and particularly described in the SCHEDULE "G" hereunder written.

j) **DEVELOPER'S ALLOCATION:-**

Developer's Allocation shall mean the space allocable to the Developer in the remaining portion of the G+4 storied New Building as described in the SCHEDULE "C" hereunder written save and except Owner's Allocation described in the SCHEDULE "B" hereunder written.

k) **POSSESSION & ALTERNATE ACCOMMODATION:-**

i) Immediately after executing this Agreement, the Owner/First Party herein shall deliver the vacant possession of the said property to



the Developer/Second Party within 30 (Thirty) days from the date of execution of this indenture to enable him to undertake the work of construction of the New Building according to the sanctioned building plan by demolishing the existing buildings/structures thereon and time in this regard shall be the essence of the contract.

ii) It has been agreed by and between the parties hereto that entire 1<sup>st</sup> Floor Flat along with Two Car Parking Spaces at 40 Jodhpur Park, Kolkata - 700068 will be taken by the Developer in his own name as rent from 15.05.2022 to accommodate the Owner/First Party herein as per choice of the Owner/First Party herein and in this regard the Owner shall have no liability or Responsibility.

i) **COMMENCEMENT & VALIDITY:-**

This Agreement shall be deemed to have been commenced from the date of signing these presents and remain valid till the G+4 storied New Building is completed and also till the Developer's Allocation will be completely transferred/disposed off.

The entire project of the proposed G+4 storied building at the SAID PROPERTY will be completed in all respects within 24 (Twenty Four) months from the date of Sanction of Plan and/or from the date of handing over the peaceful vacant physical possession of the Said Property in favour of the Developer by the Owner, whichever is later. It is mutually agreed by the parties that the said 24 (Twenty Four) months time will be extended, if required, for another 06 (Six) months to complete the entire project of the proposed G+4 storied building at the SAID PROPERTY in all respect, It is mentioned here that the said maximum time limit of 30 (Thirty) months may be extended indefinite period, if the project may be stopped due to any occurrence of Force



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Majeure as defined below and any legal disputes will arise in connection with the said property as well as due to any untoward act done by the Owner/First Party and/or heirs of the Owner/First Party.

m) **CONSIDERATION/COMPENSATION:-**

That in apart from the Owners' Allocation, mentioned in Schedule "B" written hereunder a sum of Rs. 25,00,000/- (Rupees Twenty Five Lacks only) to be paid by the Developer to the Owner on account of the instant instrument by part payment in the manner as fully and particularly described in the SCHEDULE "G" hereunder written.

n) **FORCE MAJEURE:-**

Force Majeure shall mean and include any pandemic, flood, earthquake, riot, civil commotion, war, storm, tempest, strike and/or any other acts beyond the control of the parties hereto.

Then the parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations is prevented by the existence of Force Majeure and such obligations shall be considered to be suspended during the duration of such Force Majeure.

o) **NOTICE:-**

Any notice, demand, communication or other request to be given or made to any party pursuant to this Agreement must be in writing and shall be deemed to be duly served upon the party as of:-

- i) the fourth (4th) business day following the date sent, if sent by registered or certified mail or Speed post, return receipt requested, postage prepaid;
- ii) the date of sending the mail and confirmation of delivery, if sent by electronic mail,



iii) the date of delivered, if delivered personally to the intended recipient.

p) **ARBITRATION CLAUSE:-**

That in case of violation of all or any of the terms and conditions by the either party, the party aggrieved will be at liberty to seek redress of their grievances before the Sole Arbitrator. The Developer/Second Party has sole right to appoint the Sole Arbitrator by giving a prior notice to the Owner/First Party hereto and if there will any repugnancy arose between the parties regarding appointment of Sole Arbitrator, then the disputes will be resolved between the parties in accordance with the Arbitration and Conciliation Act 1996 as amended upto date.

2. That this Agreement for Development shall be deemed to have commenced on and from the date of execution of these presents.

3. That the rights, duties and obligations of the Owner/First Party as agreed between both the parties are as follows:-

i) That the First Party/Owner is entitled to enter into this Agreement with the Developer and for that he has full right and authority to sign and execute the same.

ii) That the First Party/Owner doth hereby appoint and engage the Second Party as Promoter/Developer for the purpose of raising G+4 i.e. Five Storied Building with LIFT facilities at the Said Property described in the Schedule 'A' hereunder ON OWNERHIP BASIS strictly inconformity of the Building Plan to be sanctioned by the Kolkata Municipal Corporation.

iii) That the First Party/Owner will be under the legal obligation to handover and/or deliver up the peaceful vacant possession of the Said







Property' described in the Schedule 'A' hereunder written unto and in favour of the Developer/the Second Party immediately within 30 (Thirty) days from the date of execution of these presents.

iv) That the First Party/Owner will further be under the legal obligations to delegate powers and authorities unto and in favour of the Second Party/Developer by way of executing and registering the Power of Attorney, which will be registered at the concerned Registration Office, Alipore, South 24 Parganas, simultaneously with the date of execution of the instant registered Development Agreement to enable the Second Party/Developer to proceed with the proposed construction work as well as to sell and/or transfer the newly constructed Flats, Car Parking Spaces, any other spaces, Office, Shops etc. out of the Developer's Allocation only in favour of the intending Purchaser(s) by way of Agreement for Sale followed by Registered Deed of Conveyance of the Developer's Allocation and the said Registered Power of Attorney will be treated as part and parcel of this registered Development Agreement.

v) That the First Party/Owner will further undertake that after demise of the Owner/First Party, the legal heirs/successors under the legal obligations to delegate powers and authorities unto and in favour of the Second Party/Developer by way of executing and registering the Power of Attorney, which will be registered at the concerned Registration Office, Alipore, South 24 Parganas or Registrar of Assurances Kolkata on future occasions if required to enable the Second Party/Developer to proceed with the construction work of said G+4 storied building as well as to sell out and/or transfer the newly constructed Flats, Car Parking Spaces, any other spaces, Office, Shops etc. out of the Developer's Allocation only in favour of the



intending Purchaser(s) by way of Agreement for Sale followed by the Registered Deed of Conveyance of the Developer's Allocation and the said Registered Power of Attorney will also be treated as part and parcel of this registered Development Agreement.

vi) That the First Party/Owner has not agreed, committed or entered into any Agreement for Sale or Lease of the Said Property or any part thereof with any person or persons other than the Developer/Second Party and the First Party/Owner has not created any charge, mortgage or other encumbrances upon the Said Property in any manner whatsoever.

vii) That the First Party/Owner declares and affirms that the Said Property is free from all encumbrances, charges, liens, lispendence, attachment, trusts whatsoever or howsoever.

viii) That the First Party/Owner declares and affirms that no notice of acquisition from the Government or any Local Body or Authority including Kolkata Improvement Trust (K.I.T.) has been received by and/or served upon the First Party/Owner in connection with the Said Property.

ix) That the First Party/Owner declares and affirms that the said Property are not subject to any lien to the Bank and/or subject to any notice of attachment under Public Demand Recovery Act, Urban Land Ceiling Act, or under any other Act or under any Court's order and/or are not subject matter of requisition or acquisition by the Government.

x) That the First Party/Owner hereby agrees and undertakes to remove the disputes as aforesaid, if any, arises regarding the title of the Said Property at his own cost and responsibility and if required, shall execute further deeds/documents to establish his title in the







Said Property and the Developer/Second Party will has no responsibility for the same and the Developer/Second Party will be compensated as per law by the First Party/Owner.

xi) That the First Party/Owner will hand over all original title documents relating to the Said Property like Mother Deed, Purchase Deed, Patta Deed, Chain Deed if any, R.S. Record of Rights (Porcha), Khazna Receipts, Corporation Tax Receipt (Upto Date), Mutation Certificate, Mutation Assessment Roll, Original Death Certificates of all the erstwhile Owners of the said Property and elder brother, mother and father of the Owner, etc. to the Developer/Second Party on the date of execution of this Agreement for searching, sanctioning of building plan and any other acts thereof, on proper receipt duly acknowledge & signed by the Developer/Second Party.

Provided that the aforesaid all original title documents relating to the Said Property will return back by the Developer/Second Party to the Owner/First Party when it will be demanded by the Owner/First Party for some specific reasons, but said all original title documents relating to the Said Property further be handed over to the Developer/Second Party by the First Party/Owner after completion of the necessity of such specific reason and the nature of such specific reason will be explained by the First Party/Owner at the time of returning back the aforesaid all original documents relating to the Said Property to the Second Party/Developer.

xii) That the First Party/Owner simultaneously with handing over all title documents of the Said Property in original, shall also sign the necessary papers as would be required by the Second Party/Developer for separate arrangement of electricity and water and other related matters for the purpose of development of the Said Property.







xiii) That the First Party/Owner will always co-operate with the Developer to proceed with the proposed construction work properly and effectively and if the Developer/Second Party has to face any type of disturbances and/or obstructions created by the local people or antisocial during the time of demolition work and/or at the time of construction work or by any injunction order from the competent court of law due to the defect in title of the Said Property or by natural calamity or by scarcity of Raw Materials and for any other situation beyond the control of the Second Party/Developer and if the construction work be stopped or delayed, in that event, the period of completion of construction as stipulated hereinabove will be extended by way of modifying the terms and conditions of the instant agreement upon the mutual understanding of both the Parties to the instant Agreement.

xiv) That the First Party/Owner will not interfere with, interrupt, hamper or obstruct with the smooth construction work in any manner with technical engineering, architectural or structural drawings, plans or construction work so long as the same are done in accordance with law and as per sanctioned Building Plan.

xv) That the First Party/Owner will remain legally bound to sign and execute the necessary Agreement for Sale followed by the Deed of Conveyance in favour of the intending Purchaser/s in respect of the Developer's Allocation at the said Property to be nominated by the Second Party/Developer as when so required. The Developer/Second Party is also empowered to sign and execute the necessary Deed of Conveyance in respect of the Developer's Allocation as the constituted Lawful Attorney of the First Party/Owner and for this purpose the Developer/Second Party will have right to enter into Agreement for





Sale whether registered or unregistered with the intending Purchaser/s as well as to receive consideration money as advance and/or as earnest money from them according to their agreed areas and the First Party/Owner will not have any statutory liabilities specific in connection with the receiving of such consideration money by the Second Party/Developer in respect of the Developer's Allocation.

xvi) That the First Party/Owner shall not be entitled to claim any share in the sale proceeds of the residential flats, car parking spaces and other spaces if any of the remaining portion of the proposed new building save and except his own allocation.

xvii) That after getting possession of his Own Allocation, the First Party/Owner shall be liable to pay the amount against his own individual C.E.S.C. meter and proportionately for common meter and any other misc. expenses and all others statutory taxes and charges of the newly constructed building

xviii) That the Developer/Second Party has completely relied upon the said representations of the First Party/Owner and believing the same to be true and acting on the faith thereof has entered into this Agreement.

xix) That all the Constructed Areas at the Said Property from the Ground Floor upto the Top Floor in the form of Residential Flats, Covered Car Parking Spaces, any other spaces, Shops, Offices or otherwise save and except the Owner's Allocation stated above, will belong to the Second Party/ Developer who will entitled to sell, transfer, assign the same to any Third Party at any price or consideration money in the capacity of Lawful Constituted Attorney on behalf of the First Party/Owner above named on the strength of

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Registered Power of Attorney to be executed by the First Party/Owner in favour of the Second Party/Developer simultaneously with the date of execution and registration of this Agreement.

xx) That the aforesaid Registered Power of Attorney is valid as well as effective till completion of entire sale process and/or transfer procedure and others legal obligation of the Developer's and also till completion of registration of all the Deed of Conveyances in respect of the entire Flats/Apartments/portions and car parking spaces and others spaces together with the undivided proportionate share in the land underneath under Developer's Allocation mentioned in the Schedule "C" written hereunder.

xxi) That on completion of the new building and upon intimation by the Second Party/Developer, the First Party/Owner herein within 30 (Thirty) Days shall take possession of his allocated area/flat(s) in the new building and on taking possession, the First Party/Owner herein will be sole responsible to pay and bear the proportionate all statutory taxes and service charges for the common areas and facilities in the said newly constructed building.

xxii) That the First Party/Owner hereby declares and affirm that all the statutory taxes of Kolkata Municipal Corporation and electricity bill of C.E.S.C Ltd. and other charges of any other authorities are already paid by the First Party/Owner and if on future occasion it is being revealed that any previous arrears of statutory taxes of the Kolkata Municipal Corporation and electricity bill of C.E.S.C Ltd. and any other charges of any other authorities were due from the First Party/Owner, then said dues/arrears, amount must be paid by the First Party/Owner solely.



xxiii) That the mutation cost of Owner Allocation solely borne by the First Party/Owner herein.

xxiv) That save and except the First Party/Owner, nobody else has any right, title and interest, claim or demand whatsoever or howsoever into or upon the Said Property.

xxv) That the instant agreement binding upon all the legal heirs, successor of the First Party/Owner herein. If the First Party/Owner died before completion of the project and/or sell out of entire flats, car parking spaces, any other spaces etc. then the legal heirs/successors of the First Party/Owner will be bound to execute and register a fresh Registered Power of Attorney in favour of the Second Party/Developer and/or in favour of his agents/representatives and the said legal heirs/successors of the First Party/Owner shall also be bound to act as per terms and conditions of these presents.

4. That the rights, duties and obligations of the Second Party/Developer as agreed between both the parties are as follows:-

i) That the Second Party in the capacity of Developer will be at liberty to raise proposed (G+4) Storied Building at the Said Property at its own cost, risk and responsibility in terms of the sanctioned Building Plan with good and standard-quality of Building materials.

ii) That such sanction of maps and/or plans and/or schemes shall be obtained by the Developer/Second Party in the name of the First Party/Owner or its own name as it deem fit and proper and all the costs, charges and expenses for obtaining such sanctions and/or permissions and/or approvals shall be borne and paid by the Developer/Second Party.

iii) That the Second Party/Developer will have right to demolish the existing structures standing at the Said Property by engaging its men

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and agents at its own cost and responsibility and the First Party/Owner will have 'NO CLAIM' over the dismantled goods arising out of such demolition work, provided that the Developer/Second Party must arrange alternative accommodation for the OWNER for his temporary shifting at the jodhpur park area and/or elsewhere at its own cost and responsibility.

iv) That the Specification of Construction of all the Floors and the residential Flats, Car Parking Space etc. should be constructed with good quality building materials of standard described in the Schedule "F" hereunder written.

v) That all the costs, charges and expenses for preparation, execution and registration of all or any deeds or documents including the stamp duty and registration charges and the Lawyer fees for sale and/or transfer of the share of Developer's Allocation in the said property shall be borne and paid by the intending buyers/purchaser's of residential flats and car parking spaces and it is made clear that the First Party/Owner shall not be required to bear and pay any charges/fees for the same.

vi) That the demolition of the existing structures of the said Property and removal thereto shall be the responsibility and at the cost of the Developer/Second Party PROVIDED HOWEVER all debris, salvage and materials arising there from shall exclusively belongs to the Developer/Second Party.

vii) That notwithstanding anything to the contrary contained in this agreement it is agreed and made clear that before the completion of the construction of the proposed building and/or the development of the said Property in the manner or as herein agreed and/or at all or any time the Developer/Second Party shall be at liberty to enter into





Agreement or contracts for disposal of flats and car parking spaces and any other spaces excluding the flats and car parking spaces marked/allotted for the First Party/Owner of the proposed building with the intending buyers for such consideration and on such terms and conditions as the Developer/Second Party shall at its discretion think proper which shall not in any way cause prejudice to the First Party/Owner and also to receive the earnest moneys and/or part payment. Nevertheless the Developer/Second Party shall not enter into any Agreement in respect of the said flats and car parking spaces as provided hereinabove and allotted for the First Party/Owner.

viii) That the Second Party/Developer shall invest and/or finance such sum or sums of moneys as may from time to time be required for construction of a new building in or upon the land comprised in the said property as also the costs and expenses for installing generator, transformer, electrical installations and other suggested facilities if any subject to the provisions herein after stated.

ix) That the Second Party/Developer shall exclusively be entitled to receive, realize, recover and appropriate the sale proceeds of the several residential flats and car parking spaces of proposed new building except the floor and other spaces to be allotted to the Owner as mentioned in schedule "B" written hereunder.

x) That the Second Party/Developer shall be liable to arrange separate water arrangement, sanitary system and electric points permanently inside of each and every Flat of the proposed building. The Owner herein and others Flat Owners will arrange separate meter from CESC Ltd at their own expenses.

xi) That after the plan is sanctioned the Second Party/Developer shall be solely and exclusively in charge of the said Property for all





purpose of development and it is agreed that the Developer shall exclusively be entitled to deal with all matters and/or affairs relating to the development on concerning or arising out of the said Property or portions thereof.

xii) That the Second Party/Developer shall also be entitled to apply for and obtain in the name of the Owner or in the name of the Developer as the case may be all necessary permissions/sanctions/approvals including 'No Objection Certificate' from all and/or any appropriate authorities including the competent authority under the Urban land (Ceiling and Regulation) Act and the Kolkata Municipal Corporation and the Kolkata Improvement Trust(K.I.T.) and/or K.M.D.A. authorities and/or Fire Brigade department and/or Traffic Department of the Kolkata Police Authorities, Income Tax and others Tax and Revenue authorities etc.

xiii) That the Second Party/Developer shall prior to the construction of said proposed building shift the Owner at free of cost in respect of the Owner's alternative accommodation at 40 Jodhpur Park as temporarily to facilitate demolition and construction of the entire building as per this agreement and cost of such accommodation will be borne by the Developer's account.

xiv) That the Second Party/Developer shall be entitled to erect and/or construct a new building upon the land comprised in the said property in accordance with and/or in compliance with the Kolkata Municipal Corporation Act, 1980 as amended up to date and all other relevant laws for the time being in force. All the costs, charges and finances as may be required for constructing and/or erecting the proposed building shall be arranged and/or financed by the Developer itself.







- xv) That the Second Party/Developer shall have the right to display the Sign Board on the said Property and to advertise for booking the flats on the Developer's allocation.
- xvi) That the Second Party/Developer shall be entitled to execute agreements with the intending purchasers for sell of flats and Car Parking space along with proportionate share of land underneath immediately after execution of this agreement, save and except the Owner's Allocation and the First Party/Owner hereby gives his consent without any financial liability.
- xvii) That the Second Party/Developer shall engage, employ, retain and appoint such licensed building architects approved by the Kolkata Municipal Corporation and such Engineer, Lawyer, Developers, Mistries and other employees and/or staff or Durwan's as may from time to time be necessary on such terms and conditions as the Developer shall it's Own discretion thinks proper. The fees, remuneration, salaries, wages and other charges or expenses payable to all such Architects, Engineers, Lawyers and other staff or employees shall be borne and paid by the Developer solely and the Owner shall have no responsibility whatsoever thereof.
- xviii) The Developer/Second Party will be authorized by the First Party/Owner to apply for and obtain quotas, entitlements and other allocations of such building materials allocable to the First Party/Owner for the construction of the New Building.
- xix) The Developer/Second Party will be authorized by the First Party/Owner to apply for and obtain such necessary temporary and/or permanent connections of water, electricity, house drainage and other utilities/facilities required for the New Building.
- xx) That from the date of delivery of the said property by the First



Party/Owner to the Developer/Second Party, the Developer/Second Party will be responsible for the payment of all municipal rates and taxes and other outgoings as may be assessed or imposed with regard to the same till possession of the Owner's Allocation is handed over.

xxi) That it shall be the responsibility of the Second Party/Developer to defend all actions, suits and proceedings, which may arise in respect of the development of the said Property and portion thereof.

xxii) That the Second Party/Developer will indemnify the First Party/Owner against all claims including Third Party claims, actions, demands, costs, charges and expenses whatsoever suffered or incurred by them consequent upon any default by the Developer on demand.

xxiii) That the Second Party/Developer hereby undertake to keep the Owner indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the Development of the said property and/or in the manner of construction of the said building and/or any defect therein.

xxiv) That the Second Party/Developer is undertake to hand over a photocopy of Completion Certificate of the newly constructed building to the Owner/First Party at the time of handing over the Owner Allocation to the First Party/Owner.

5) That the First Party/Owner and the Second Party/Developer jointly covenants to each other as follows:-

a) That since after entering into this Agreement the First Party/Owner will not be entitled to sell, transfer, charge the Said Property to anybody save and except with the Developer/Second Party and the First Party/Owner shall not be entitled to enter into any Agreement with any other party as regard to the construction of the

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building in connection with Schedule "A" Property.

b) That the Developer /Second Party will has full right to sell, transfer, mortgage, etc of the Flats/Apartments and Car parking Space and any other spaces along with proportionate share of land underneath under the Developer's Allocation to any prospective buyers and for this the sale proceed will be deposited in the Bank Account of the Developer/Second Party solely and the First Party/Owner herein will not has any claim for the same.

c) That all the Constructed Areas at the Said Property from the Ground Floor upto the Top Floor in the form of Residential Flats, Car Parking Spaces, any other spaces, Shops, Offices or otherwise save and except the Owner's Allocation stated above, will belong to the Second Party/Developer who will entitled to sell, transfer, assign, registration of Agreement for Sale, registration of Deed of Conveyance for the same to any Third Party at any price or consideration money in the capacity of Constituted Power of Attorney on behalf of the Owner above named on the strength of Registered Power of Attorney to be executed by the First Party/Owner in favour of the Second Party/Developer simultaneously with the date of execution and registration of this Agreement.

d) That the aforesaid Registered Power of Attorney is valid as well as effective till completion of entire sale process and/or transfer procedure and others legal obligation of the Developer's and also till completion of registration of all the Deed of Conveyances in respect of the entire Flats/Apartments/portions and car parking spaces and others spaces together with the undivided proportionate share in the land underneath under Developer's Allocation mentioned in the Schedule "C" written hereunder.





e) The Developer/Second Party in consultation with the First Party/ Owner shall frame a Schedule for the Management and Administration of the Building and/or Common Parts thereof. The First Party/Owner and Developer/Second Party hereby agree to abide by the Rules and Regulations of such Management, Society, Association and Holding Organization and hereby given their consent to abide by the same. The Developer/Second Party shall confirm the specification of the building materials and fittings and mode of flooring, plastering, colourings, wirings etc. with the First Party/Owner in details on agreed terms.

f) On and from the date of completion of the Building and/or from handing over possession, the Developer and/or its transferees and the Owner and/or her transferees and their successors shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes in respect of their respective areas and/or share of the constructed area according to respective share.

g) There is no existing Agreement regarding Development or Sale of the said Property and that all other Agreements, if any, prior to this Agreement will be deemed to be cancelled and supersede by the present Registered indenture.

h) It is further agreed by and between the Parties hereto that the right of roof over the Top Floor of the proposed building at the Said Property will be shared by and between the Owner and Developer subject to their respective allotments as equal basis although the other Flat Buyers/Flat Owners will be at liberty to use the roof of the Top Floor of the said building to fix T.V. Antenna, to take over-head cable, telephone connections, etc.

i) It is agreed and made clear that the Owner and the Developer



shall enter into this agreement purely on principal to principal basis and that nothing herein stated shall be deemed or construed as a Partnership or Joint Venture business between the parties herein nor the Owner and the Developer shall in any manner constitute an association of persons. It is further made clear that the Developer shall not be liable to render any accounts to the Owner.

j) That the First Party/Owner and the Second Party/Developer herein both jointly agreed that all statutory taxes and service charges and/or other charges will be paid by the First Party/Owner and the Second Party/Developer and/or Developer's nominees by proportionately as per respective allocation of them in the said proposed new building.

k) That the Owner & the Developer agree that the entire building should be used solely for residential purpose & none of the parties can sale/lease any flat or part thereof for any commercial purpose.

l) That both the parties hereby agreed that in no circumstances there would any additional floor be constructed upon the said G+4 building without any written permission of both the parties herein.

m) No occupants in the said building shall use or permit to be used his space or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause nuisance or hazard to the other occupants of the said building. No Occupants shall demolish or permit to demolition of any wall or other structure in his/her respective space or any portion major or minor without the written permission of the Owner/the Developer, provided that the occupants have a liberty to make/construct any wooden/plyboard structure on internal side of their respective flat and/or occupation area.







- n) No occupants of the said building shall transfer or permit to transfer of his/her space for use of any commercial purposes without consent of the Owner/the Developer.
- 6) That the name of the Building will be decided solely by the First Party/Owner.
- 7) That in case of violation of all or any of the foregoing clauses by the either party, the party aggrieved will be at liberty to seek redress of their grievances before the Sole Arbitrator defined in Arbitration Clause as above and though the said Arbitration proceedings will fail then both the parties will be have liberty to move before the appropriate Court of Law.
- 8) The respective Court of Jurisdiction at District South 24 Parganas shall exclusively have the Jurisdiction to entertain and try all proceedings or actions by and between the parties hereto.

**SCHEDULE-"A" ABOVE REFERRED TO**

*Sweetishan*  
ALL THAT piece or parcel of land measuring 05 (five) Kathas 02 (Two) Chittaks 38 (Thirty Eight) Square Feet more or less TOGRTHER WITH a two storied cemented building admeasuring more or less 2000 sq. ft. (1000 sq ft Each floor) standing thereupon along with all rights of easements, privileges, amenities, appurtenances attached thereto at premises no. 1/25, Gariahat Road, commonly known as 25, Jodhpur Park, Post Office - Jodhpur Park, Kolkata - 700068 under Police Station - Lake, (Old - Tollygunge) within Kolkata Municipal Corporation under Ward No. 093, under jurisdiction of the office of the A.D.S.R - Alipore, District - South 24 Parganas, which is butted and bounded on the:-



<b>NORTH</b>	:-	Premises No.1/18, Gariahat Road.
<b>SOUTH</b>	:-	40 ft. wide K. M. C. Road.
<b>EAST</b>	:-	Premises No.1/26, Gariahat Road.
<b>WEST</b>	:-	Premises No.1/24, Gariahat Road.

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

Residential Flats in the entire 2<sup>nd</sup> Floor area and 2 (Two) self-contained residential Flats in the 4<sup>th</sup> Floor with LIFT facilities and 4 Nos. of Car Parking Space in the Ground Floor along with the proportionate share in the land underneath only of the sanctioned F.A.R. and/or constructed area in the G+4 storied New Building at the premises no. 1/25, Gariahat Road, commonly known as 25, Jodhpur Park, Post Office - Jodhpur Park, Kolkata - 700068, under Police Station - Lake, (Old - Tollygunge) within Kolkata Municipal Corporation, under Ward No. 093, under jurisdiction of the office of the A.D.S.R - Alipore, District - South 24 Parganas.

The Owner shall have the proportionate rights in the common areas and facilities in the G+4 storied New Building at the said Property, which is mentioned in the Schedule "D" written hereunder. The area of Owner's Allocation will be increased or decreased proportionately depending on the Building Plan to be sanctioned by the Kolkata Municipal Corporation for the construction of the said G+4 storied New Building.

-AND-

The Consideration money of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only), which is morefully described in the Schedule "G" written hereunder.



**SCHEDULE-"C" ABOVE REFERRED TO**  
**(DEVELOPER'S ALLOCATION)**

2 (Two) self-contained residential Flats in 1<sup>st</sup> Floor and 2 (Two) self-contained residential Flats in 3<sup>rd</sup> Floor with LIFT facilities and 4 Nos. of Car Parking Space in the Ground Floor along with entire remaining portions/areas of such newly constructed G+4 storied building as per sanctioned floor built up areas excluding the Owner's Allocation portions/areas along with the proportionate share in the land underneath only of the sanctioned F.A.R. and/or constructed area in the G+4 storied New Building at the premises no. 1/25, Gariahat Road, commonly known as 25, Jodhpur Park, Post Office - Jodhpur Park, Kolkata - 700068, under Police Station - Lake, (Old - Tollygunge) within Kolkata Municipal Corporation, under Ward No. 093, under jurisdiction of the office of the A.D.S.R - Alipore, District - South 24 Parganas.

The Developer shall have the proportionate rights in the common areas and facilities in the G+4 storied New Building at the said Property, which is mentioned in the Schedule "D" written hereunder. The area of Developer's Allocation will be increased or decreased proportionately depending on the Building Plan to be sanctioned by the Kolkata Municipal Corporation for the construction of the said G+4 storied New Building.

**SCHEDULE-"D" ABOVE REFERRED TO**  
**(Common parts, portions, areas, facilities, land etc.)**

1. The foundation columns, beams, supports, corridors, lobbies, stairs, stairways, landings, roofs, entrance, exit and pathways.



[Faint, illegible text]

[Faint, illegible text]



2. Drains and sewerage from the premises to Municipal duct.
3. Water sewerage and drainage connection pipes from the units to drains and sewers common to the premises.
4. Boundary Walls of the premises.
5. Staircase landings and lift landings on all floors.
6. Lift, Lift well and Lift landings on all floors.
7. Guard room/pump room and common toilet on the ground floor.
8. Common passage on the ground floor excluding Car Parking Spaces.
9. Water Pump, underground water reservoir, overhead water tank, water pipes and other common plumbing installations.
10. Electrical wiring meters, Electrical Room, Generators and Electrical fittings (excluding those as are installed for any particular unit).

**SCHEDULE-"E" ABOVE REFERRED TO**

**(Common Expenses)**

1. All costs for maintaining, repairing, decorating etc. of the main structure and in particular the road gutters and drains, water pipes, electric wires in and under or upon the building and enjoyed or used by the Owner and Developer and/or Developer's nominees in common with other occupiers of the other units/car parking spaces and the main staircase entrance, passages, landing and the Building and the boundary walls and compounds etc.
2. The cost of cleaning and lighting the passages landings, stair case and other common parts of the Building as enjoyed or used by the Owner and Developer and/or Developer's nominees in common as aforesaid.



3. The cost of decorating the exterior of the said G+4 storied new Building.
4. The cost of salaries of clerks, Durwans, Sweepers, Liftmen and other staffs and employees.
5. The cost of working and maintenance of lift, generator, water pumps, electrical installation and other lights and service charges.
6. Insurance premium if any for insuring the building against earthquake, fire, lightning, mob violence, damage, civil commotion.
7. Municipal Taxes, multi stories building taxes, other outgoing, save and except those separately assessed on the respective flats/units.
8. Sinking fund if any and such other expenses as are necessary or incidental for the maintenance and upkeep of the building as may be determined by the Flat owners Association.
9. Monthly Electricity Charges of 440 V CESC Common Meter will be paid by the Owner herein and the Developer and/or Developer's nominees as equal basis.
10. All other costs, deposits and expenses save and except those exempted under these presents.

**SCHEDULE-"F" ABOVE REFERRED TO**

(SPECIFICATION OF CONSTRUCTION FLOORS/FLATS/EVERY UNITS  
AND PORTIONS EXCLUDING THE SCHEDULE "D" ABOVE)

1. **Soil Testing** : It would be done by Geostate Engineers Private Limited and the soft copy of test results would be forwarded to Owner in his mail address ([mbiswas06@yahoo.co.in](mailto:mbiswas06@yahoo.co.in)). And the basic foundation would be done as recommended by the abovementioned agency and minimum depth of foundation would





be 1.2 metre below natural GL.

2. **Plinth level** would be elevated to keep parity with the ever increasing Road level.
3. **Foundation-** Anti Termite Treatment should be done at foundation stages.
4. **Structure** : Structure will be of R.C.C. frame with Indian standard materials as per plan prepared by the Architect of the Developer with the approval & sanction from KMC empanelled Engineer/ Architect.
5. **Staircase & Liftwell** : As per guidelines of KMC empanelled Architect.
6. **Headroom & Elevation** : Maximum height as per KMC guidelines will be provided on all the floors.
7. **Boundary Wall** : Height above paved level 1830 mm.
8. **Wall** : The outer walls of the building 200 mm thick and inner wall 125 mm thick & 75 mm thick brick wall with sand and cement mortar.
9. **Roof parapet Wall** : Height above finished terrace level -1200 mm. Sufficient slanting would be there for immediate removal of rain water with at least 7/8 Rain water pipes.
10. **Underground water Reservoir** (Made of Portland Pozzolana Cement) : Some portion below ground & some portion above ground level. 2 pumps of reputed make Viz Kirloskar/Crompton/equivalent company make to be installed with separate Motor where the inlet of the pumps would be connected to water Reservoir and outlet connected to a single pipe for raising the water to overhead tank - each pump working on alternate day to have increased life. Pipe carrying water to



Overhead tank would be PVC. DOL Starter of L&T/Siemens make would be provided.

11. **Mumty Room** : RCC Stair access to be provided from roof terrace level to roof of the mumty room.

12. **Overhead Tank** : RCC construction as per KMC guidelines.

13. **The Roof** : The entire roof would have proper leak-Proof Treatment & the Fiber Glass cladding at the top along with high quality Bituminous waterproof Treatment on the top roof surface. Anti-termite treatment would be carried out in pre- construction stages in RCC.

14. **Major Buiding materials :**

Cement: Ultratech/Ambuja/ACC/Birla make

Reinforcement Steel : TATA/SAIL/JINDAL/IISCO/TMT BAR or equivalent make

Stone Chips : Coarse Aggregate, Source- Pakur/Rampurhat

Sand : Medium Coarse

Brick: 1<sup>st</sup> Class well burnt & free from efflorescence, Bricks made of fly-Ash would not be used.

14. **Internal Finish**:- Asian Paints- Cement Primer (ST)/ICI Cement Primer, wall putty.

15. **External Finish**:- 1. Cement based primer - ICI/Asian paints or snowchem 2. Acrylic based exterior paint:- Apex Ultima/snowcryn/ICI Weathershield Max - snowchem two coats.

16. **All Steel Surfaces** : Red-Oxide primer 2 coats; make - Asian paints/ICI/equivalent make.

17. **All wooden surfaces**: Two coats of wooden primer - ICI Dulux/Equivalent make.

18. **Door Entrance**: Main Door 1200mm X 2150mm only for 2<sup>nd</sup> Floor



Flat, Others Flats Main Door - 1050 mm x 2150 mm; 4x3" Sal Wood Frame, teak wood shutter, Godrej Ultra lock, SS Handle, T Bolt.

19. **Doors (Internal):** Internal Doors 900 mm wide 2150 mm high, Bed room - 900 mm X 2150 mm. Sal wood frame, 4X2.5, 32 mm thick flash door (BWP) & Termite Resistant. Kitchen & Service Balcony - 750mmX2150mm. Bathroom Doors : 750 mm wide & 2150 mm high.

20. **Windows:** Glazed(4mm) with Aluminium sliding.

21. **Flooring :** Marble Flooring size of 6ft X 3ft of all the Carpet Area of only 2<sup>nd</sup> Floor Flat, Others Flat as follows:- Kitchen & Utility : Marble Slab, Skirting 100 mm. Staircase/landing/mid- landing : Marble Slab white & Green; Rooms : Vitrified Tiles; Skirting 100 mm; Parking Area: Vitrified Tiles; Caretaker/Security Guard room/Pump room—Vitrified Tiles, Bath Room:- Floor - Simple Ceramic Tiles, side walls upto 2100 mm glazed ceramic Tiles (KAJARIA/NITCO/Jhonson/equivalent make);

22. **Sanitary Fittings:** Parryware/Hindware/equivalent make, Plumbing Fittings: Jaguar/Kohler/equivalent make; Kitchen Platform: SS Sink - Hindware/Symphony/equivalent make.

23. **Plumbing:-**

- a) Toilet will have a down P-Trap commode completes with low down cistern one top.
- b) Kitchen will have one sink and one bib cock.
- c) One wash basin.

24. **Pipe Lines:-** All pipe lines will be concealed internally wiring with PVC pipe and externally wiring through surface.

25. **Water Supply:-** Construction Details of Overhead Tanks :





Concrete Construction - as per KMC guidelines.

26. **Window Grill:-** MS Fabricated, properly painted with Primer & final Painting.

27. **Internal Water Supply :** CPVC Pipe Ashirbad/Supreme/Equivalent make.

28. **External Water Supply:** Water Pipe external : - UPVC pipe Ashirbad/Supreme/Equivalent make.

29. Sewrage, Waste Water, Rain water & Vent: make: Ashirbad/Supreme/Equivalent make.

30. **Electrical:-**

All electrical wirings in the room will be concealed. Electrical wires would be copper wire make Finolex, Havells Switches. Sufficient Earthing pits to be provided as per requirement. Lightning Arrestor if needed to be provided. Stair case, Lift well, at each floor, Roof Terrace, mumty room, Lift machine room, Ground Floor- parking Area, Caretaker/Security Guard room, bath cum WC, Pump room, remaining area including gates should be adequately lighted and points would be as under:-

a)	Bed Room	:	2 Fan Points for big rooms in 2 <sup>nd</sup> Floor, 1 Fan point, 1 AC point, 2 light points, 1 no. 5 Amp. plug point in each room.
b)	Living/Hall Room	:	2 Fan points, 1 AC point, 4 light points for 2 <sup>nd</sup> Floor, 2 no. 5 Amp. plug points, 1 T.V. outlet, 1 Telephone point, 1 intercom point, 1 freeze point.
c)	Kitchen		1 light point, 1 no. 5 Amp. plug point,



			1 no. 15 Amp. plug point, 1 no. 5 Amp. plug point only for Aqua-guard, 1 Exhaust Fan Point.
d)	Toilet	:	1 light point, 1 fan point, 1 Exhaust Fan Point, 1 Geiser Point.
e)	Verandah	:	1 light point, (1 Fan Point for 2 <sup>nd</sup> Floor)

Light points in staircase, landings, roof, security light point and other for pump will be provided in addition as the case may be.

31. **Roof Walls:-** On the roof there will be provided parapet walls up to 4'ft height.
32. **Lobby:-** Aesthetically designed Lobby finished with Vitrified Tiles and/or Marble/Granite.
33. **Lift:-** KONE/OTIS make Elevator carrying 6 persons will be provided.
34. **Power Backup:-** Generator will be installed for 800 Watt for sufficient power backup of each flat along with power back up in common area, lift, water pump, EPABX etc.
35. **EPABX:-** EPABX system will be installed for communication within flat owners and Security Guard.
36. RCC Platforms for AC outdoor units are to be provided.
37. All Balcony would have Grills upto 4 ft height from floor level.
38. **Extra Work:-** Extra works will be executed by the Developer after the amount corresponding to the extra work is paid by unit/flat buyer and/or flat owner and the said amount is paid in advance. Any other additional fittings, fixtures in the said flat/unit will be charged extra as decided by the Authorized Engineer of the Developer and the cost of the same must be deposited to the Developer before the execution of such work.





**SCHEDULE-"G" ABOVE REFERRED TO**  
**(CONSIDERATION AMOUNT PAID BY THE DEVELOPER TO THE**  
**OWNER)**

Total consideration amount of Rs. 25,00,000/- (Rupees Twenty Five Lakhs only) to be paid by the Second Party/Developer to the First Party/Owner on account of the instant instrument by part payment as follows:-

**Part - I**

Rs. 5,00,000/- (Rupees Five Lakhs) only paid by the Developer/Second Party to the Owner/First Party at the time of execution of this Agreement.

**Part - II**

Thereafter Rs. 5,00,000/- (Rupees Five Lakhs) only will be paid by the Developer/Second Party to the Owner/First Party after Roof Casting.

**Part - III**

Thereafter Rs. 15, 00,000/- (Rupees Fifteen Lakhs) only will be paid by the Developer/Second Party to the Owner/First Party after getting of Completion Certificate from the Kolkata Municipal Corporation and on the time of handover the possession of the Owner's Allocation to the Owner/First Party by the Developer/Second Party, whichever is later.



**IN WITNESSES WHEREOF** the Parties have put their respective signatures and seals on the day, month and year first above written.

**SIGNED, SEALED and DELIVERED**

in the presence of :

WITNESSES:

1. Sanjoy Biswas.  
S/o Late Dilip Biswas  
6, Rajkumar Chatterjee Road,  
Kolkata - 700037.

Mainak Biswas  
**SIGNATURE OF THE OWNER**

2. Brijita Biswas  
w/o Sri Mainak Biswas  
1/25 Garinhat Road  
South, Kolkata - 700068

SEN & SEN INFRAPROJECTS PVT. LTD.

  
Director

**SIGNATURE OF THE DEVELOPER**

**DRAFTED, PREPARED AND  
COMPUTERISED IN MY OFFICE**

  
KRISHNENDU DE

ADVOCATE, Enrollment No. - F/1207/08.

BAR ASSOCIATION ROOM NO. 16

HIGH COURT AT CALCUTTA.

Mob. - 9830015029.



**MEMO OF CONSIDERATION**

Received from within name of the Developer a sum of **Rs. 5,00,000/-**  
**(Rupees Five Lakhs)** only for as part receipt of the consideration  
money. Particulars of which are as follows:-

<u>Cheque No.</u>	<u>Dated</u>	<u>Bank</u>	<u>Amount (RS.)</u>
415911	01.06.2022	AXIS Bank	5,00,000/-

---

**Total** 5,00,000/-  
**(Rupees Five Lakhs Only)**

in the presence of :

**WITNESSES:**

1. Sanjoy Biswas.  
S/o Late Dilip Biswas.  
6 Rajkumar chattrjee Road,  
Kolkata - 700 37.

*Mainak Biswas*  
**SIGNATURE OF THE OWNER**

2. Bijeta Biswas  
w/o Sri Mainak Biswas  
1/25 Ganeshat Road South,  
Kolkata - 700 068





**SPECIMEN FORM FOR TEN FINGER PRINTS**



*Mainak Biswas*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				



*Dr. Sujat Sa*

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

PHOTO

Little	Ring	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				





**Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
GRIPS eChallan**

**Payment Details**

EN:	192022230039142868	Payment Mode:	Online Payment (SBI Epay)
EN Date:	31/05/2022 10:45:11	Bank/Gateway:	SBIEpay Payment Gateway
EN :	1871893614033	BRN Date:	31/05/2022 10:47:51
Gateway Ref ID:	215120313232	Method:	State Bank of India UPI
Payment Status:	Successful	Payment Ref. No:	2001559698/2/2022 <small>[Query No*Query Year]</small>

**Depositor Details**

Depositor's Name:	KRISHNENDU DE
Address:	HIGH COURT CALCUTTA
Mobile:	9830015029
Depositor Status:	Advocate
Query No:	2001559698
Applicant's Name:	Mr KRISHNENDU DE
Identification No:	2001559698/2/2022
Remarks:	Sale, Development Agreement or Construction agreement

**Payment Details**

S. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001559698/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	74021
2	2001559698/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	5021
			<b>Total</b>	<b>79042</b>

**IN WORDS: SEVENTY NINE THOUSAND FORTY TWO ONLY.**





Permanent Account Number (PAN) card for Mainak Biswas. The card includes the following details:

- PERMANENT ACCOUNT NUMBER:** AEKPB6980N
- NAME:** MAINAK BISWAS
- FATHER'S NAME:** BIRESWAR BISWAS
- DATE OF BIRTH:** 28-12-1954
- Signature:** Mainak Biswas
- Official Stamp:** Joint Commissioner (Systems & Technical), Kolkata

*Mainak Biswas*

इस कार्ड के लो / मिल जाने पर कृपया जारी करने वाले अधिकारी को सूचित / ज्ञापन करा दें।  
संयुक्त आयकर अधिकारी (प्रणाली एवं तकनीकी),  
७-१,  
चौमण्डल चौराहा,  
कोलकाता - ७०० ०६६।

In case this card is lost/ found, kindly inform/return to the issuing authority:  
Joint Commissioner of Income-tax (Systems & Technical),  
7-1,  
Chowringhee Square,  
Calcutta- 700 066.





ভারত সরকার  
Government of India



নাম / Name  
Mainak Biswas  
পিতা / Father's Name  
Father - Bireswar Biswas  
জন্ম তারিখ / DOB - 28/12/1954  
পুঙ্গ / Male



2621 3449 6073

আমার আধার, আমার পরিচয়

*Mainak Biswas*

ভারতীয় পরিচয় পরিষদের প্রতীক  
Unique Identification Authority of India

ঠিকানা: 1/25, গারসাহাট রোড  
পাউন্ড, জোধপুর পার্ক, কোলকাতা  
জোধপুর পার্ক, পশ্চিম বঙ্গ, 700068

Address: 1/25, GARSAHAT ROAD  
SOUTH Jodhpur Park, Kolkata  
Jodhpur Park, West Bengal,  
700068

2621 3449 6073

1987

1987

1987



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SEN & SEN INFRAPROJECTS PRIVATE  
LIMITED

10/12/2007



Permanent Account Number

AANCS14470

आयकर विभाग  
आयकर सेवा केंद्र  
10, बंगला रोड, मॉडल टाउन, नई दिल्ली-110068  
फोन-411 011

This receipt is valid only when it is issued in form  
of a receipt and is subject to  
Income Tax PAN Service Unit, 10, B-1, Model Town,  
New Delhi-110068, India.  
Model Town, New Delhi, India. Phone-411 011

आयकर विभाग, नई दिल्ली  
आयकर सेवा केंद्र





आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

SURAJIT SEN  
NRIPEN SEN  
04/10/1966  
Permanent Account Number  
AIOPS0025P



If you find this card in lost / found, kindly inform / return to  
Income Tax PAN Services Unit, UTRSL  
Plot No. 3, Sector 11, CBD Indraprastha,  
New Mumbai - 400 014.

यदि आप इस कार्ड को खोया हुआ / पाया हुआ / वापस करने के लिए  
आयकर विभाग से संपर्क करें, कृपया  
आयकर विभाग से संपर्क करें - UTRSL,  
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. इन्द्रप्रस्था,  
नई मुंबई - 400 014.







ভারত সরকার  
 Identification Authority of India  
 Government of India

স্বাক্ষরিত আই ডি / Enrollment No: 2730/00594/00274

To  
 সুরজিৎ সেন  
 SURAJIT SEN  
 133 JOOHPUR PARK  
 NEAR ALLAHABAD BANK  
 Joohpur Park  
 Joohpur Park  
 Circus Avenue Kolkata  
 West Bengal 700068  
 8831104533  
 113163163  
 10/11/2012  
 ME131631631FH



আপনার আধার সংখ্যা / Your Aadhaar No. :

**5244 4630 8176**

আমার আধার, আমার পরিচয়

ভারত সরকার  
 Identification Authority of India  
 Government of India

সুরজিৎ সেন  
 SURAJIT SEN  
 পিতা : নরপেন সেন  
 Father : NROPEN SEN  
 জন্ম তারিখ / DOB : 04/10/1966  
 লিঙ্গ / Male




**5244 4630 8176**

আমার আধার, আমার পরিচয়

তথ্য

- আপনার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ জনস্বার্থে প্রমাণীকরণ দ্বারা শক্ত করা।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

• আধার সারা দেশে মান্য।

• আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা গ্রহণের সহায়ক হবে।

• Aadhaar is valid throughout the country.

• Aadhaar will be helpful in availing Government and Non-Government services in future.

ভারত সরকার  
 Identification Authority of India  
 Government of India

ঠিকানা:  
 133, বোম্বে পার্ক, প্রমোথন  
 হাউস 32 ব্লক, বোম্বে পার্ক,  
 কোলকাতা, বোম্বে পার্ক, পশ্চিম  
 বঙ্গ, 700068

Address:  
 133, JOOHPUR PARK, NEAR  
 ALLAHABAD BANK, Joohpur  
 Park, Kolkata, Joohpur Park, West  
 Bengal, 700068

**5244 4630 8176**



*(Handwritten signature)*







ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
 ভারত সরকার  
 Unique Identification Authority of India  
 Government of India

ভূমিকৃতির আই ডি / Enrollment No.: 1040/19340/13640

To  
 সর্জয় বসু  
 Sarjy Biswas  
 6 RAJ KUMAR CHATTERJEE ROAD  
 BELGACHA  
 Kolkata  
 Belgacha  
 Kolkata  
 West Bengal 700037



আপনার আধার সংখ্যা / Your Aadhaar No. :

**2907 1861 5730**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
 Government of India



সর্জয় বসু  
 Sarjy Biswas  
 পিতা : দিলীপ কুমার বসু  
 Father: Dilip Kumar Biswas  
 জন্ম তারিখ / Year of Birth: 1999  
 পুরুষ / Male



2907 1861 5730

আধার - সাধারণ মানুষের অধিকার

*Sarjy Biswas*



### Major Information of the Deed

No :	I-1630-03107/2022	Date of Registration	01/05/2022
Year No / Year	1630-2001559698/2022	Office where deed is registered	
Registration Date	26/05/2022 1:44:53 AM	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address and other Details	KRISHNENDU DE BAR ASSOCIATION ROOM NO - 16 2nd FLOOR, HIGH COURT, CALCUTTA, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830015029, Status : Advocate		
Transaction	Additional Transaction		
[40] Sale, Development Agreement or Construction Agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
25,00,000/-	Rs. 3,09,95,540/-		
Stamp duty Paid(SD)	Registration Fee Paid		
75,021/- (Article:48(g))	Rs. 5,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assessment slip.(Urban area)		

#### Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gariahat Road (Adhpur Park), Premises No: 1/25, Ward No: 093 Pin Code : 700068



Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
1	(RS -)		Bastu	5 Katha 2 Chatak 38 Sq Ft	20,00,000/-	3,01,11,290/-	Property is on Road
<b>Grand Total :</b>				<b>8.5433Dec</b>	<b>20,00,000 /-</b>	<b>301,11,290 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	5,00,000/-	8,84,250/-	Structure Type: Structure
Gr: Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 52 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 52 Years, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>2000 sq ft</b>	<b>5,00,000 /-</b>	<b>8,84,250 /-</b>	






**Lord Details :**

Name,Address,Photo,Finger print and Signature			
Name	Photo	Finger Print	Signature
<b>Mr Mainak Biswas</b> Son of Late Bireswar Biswas Executed by: Self, Date of Execution: 01/06/2022 , Admitted by: Self, Date of Admission: 01/06/2022 ,Place : Office			
	01/06/2022	LTI 01/06/2022	01/06/2022
1/25, Gariahat Road {Jodhpur Park}, City:- Not Specified, P.O:- Jodhpur Park, P.S:-Lake, District:- South 24-Parganas, West Bengal, India, PIN:- 700068 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AExxxxxx0N, Aadhaar No: 26xxxxxxxx6073, Status :Individual, Executed by: Self, Date of Execution: 01/06/2022 , Admitted by: Self, Date of Admission: 01/06/2022 ,Place : Office			

**Developer Details :**

Name,Address,Photo,Finger print and Signature
<b>SEN &amp; SEN INFRAPROJECTS PRIVATE LIMITED</b> Flat No: Ground Floor, 1/83, Gariahat Road {Jodhpur Park}, City:- Not Specified, P.O:- Jodhpur Park, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068 , PAN No.:: AAxxxxxx7B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Name,Address,Photo,Finger print and Signature			
Name	Photo	Finger Print	Signature
<b>Mr Surajit Sen (Presentant )</b> Son of Late Nripen Sen Date of Execution - 01/06/2022, , Admitted by: Self, Date of Admission: 01/06/2022, Place of Admission of Execution: Office			
	Jun 1 2022 11:05AM	LTI 01/06/2022	01/06/2022
133 Jodhpur Park, 3rd Floor, Near Allahabad Bank,, City:- Not Specified, P.O:- Jodhpur Park, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, . PAN No.:: Alxxxxxx5P, Aadhaar No: 52xxxxxxxx8176 Status : Representative, Representative of : SEN & SEN INFRAPROJECTS PRIVATE LIMITED (as DIRECTOR)			





**Attifier Details :**

	Photo	Finger Print	Signature
<b>Sanjoy Biswas</b> of Mr Dilip Kumar Biswas Kumar Chatterjee Road,, City:- Not fied, P.O:- Belgachia, P.S:-Tala, ct:-North 24-Parganas, West Bengal, PIN:- 700037			<i>Sanjoy Biswas</i>
	01/06/2022	01/06/2022	01/06/2022
Attifier Of Mr Mainak Biswas, Mr Surajit Sen			

**Transfer of property for L1**

No	From	To. with area (Name-Area)
	Mr Mainak Biswas	SEN & SEN INFRAPROJECTS PRIVATE LIMITED-8.54333 Dec

**Transfer of property for S1**

No	From	To. with area (Name-Area)
	Mr Mainak Biswas	SEN & SEN INFRAPROJECTS PRIVATE LIMITED-2000.00000000 Sq Ft



Endorsement For Deed Number : I - 163003107 / 2022

03-06-2022

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

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

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

Admitted for registration at 10:55 hrs on 01-06-2022, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr Surajit Sen.

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

Declared that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,95,540/-

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

Admission is admitted on 01/06/2022 by Mr Mainak Biswas, Son of Late Bireswar Biswas, 1/25, Road: Gariahat Road (Jodhpur Park), P.O: Jodhpur Park, Thana: Lake, South 24-Parganas, WEST BENGAL, India, PIN - 700068, by caste Hindu, by Profession Retired Person

Identified by Mr Sanjoy Biswas, Son of Mr Dilip Kumar Biswas, 6, Raj Kumar Chatterjee Road, P.O: Belgachia, Thana: Tala, North 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by profession Private Service

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

Admission is admitted on 01-06-2022 by Mr Surajit Sen, DIRECTOR, SEN & SEN INFRAPROJECTS PRIVATE LIMITED (Private Limited Company), Flat No: Ground Floor, 1/83, Gariahat Road (Jodhpur Park), City:- Not Specified, P.O:- Jodhpur Park, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068

Identified by Mr Sanjoy Biswas, Son of Mr Dilip Kumar Biswas, 6, Raj Kumar Chatterjee Road, P.O: Belgachia, Thana: Tala, North 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by profession Private Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,053/- ( B = Rs 5,000/-, E = Rs 21/-, H = Rs 18/-, M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/05/2022 10:47AM with Govt. Ref. No: 192022230039142868 on 31-05-2022, Amount Rs: 5,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 1871893614033 on 31-05-2022, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 74,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 40792, Amount: Rs.1,000/-, Date of Purchase: 27/05/2022, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/05/2022 10:47AM with Govt. Ref. No: 192022230039142868 on 31-05-2022, Amount Rs: 74,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 1871893614033 on 31-05-2022, Head of Account 0030-02-103-003-02



Suman Basu

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2022, Page from 128274 to 128337  
being No 163003107 for the year 2022.



Digitally signed by SUMAN BASU  
Date: 2022.06.03 12:34:22 +05:30  
Reason: Digital Signing of Deed.



*Suman*

(Suman Basu) 2022/06/03 12:34:22 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
West Bengal.

**CERTIFIED TO BE A  
TRUE COPY**

*Suman*  
District Sub-Registrar-V  
Alipore, South 24 Parganas

07 JUN 2022

Checked by.....  
*R. Sankar*

(This document is digitally signed.)