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भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AC 824862

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Q-223362#21

Certified that the document is admitted for registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Registrar-V  
Alipore, South 24 Parganas

03 NOV 2021

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THIS DEVELOPMENT AGREEMENT made this 3<sup>rd</sup> day of November in the year of Two Thousand and Twenty one A.D. BETWEEN SMT. SUSMITA DATTA GUPTA (PAN- ALIPG3033E), Aadhaar No. 9304 8029 9080, wife of Late Dipak Datta Gupta, by faith- Hindu, by occupation- Retired, presently residing at Premises No. 49 -B, Pocket A-14, Kalkaji Extension, Aali Ali South Delhi, Post Office - Kalkaji, Police Station- Kalkaji, Pin- 110019 permanently residing at Premises No. 3A & 3B, Thakurbari Road, Police Station - Tollygunge, Post Office - Kalighat, Kolkata- 700026, hereinafter called and referred to as the OWNER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the ONE PART.


*Susmita Datta Gupta*

Susmita Datta Gupta

No. 306 No. 2/1/21 50A

Name..... SUDIR KUMAR DUTTA

Address..... ALIPORE POLICE COURT  
KOLKATA - 700 027

Vendor..... 

L. K. DAS  
Licenced Stamp Vendor  
Alipore Criminal Court



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SOUTH 24 PGS., ALIPORE  
- 3 NOV 2021


Identified by me  
Sudir Kumar Dutta  
Alipore Police Court -  
KOL - 700 027

## A N D

M/S. PIYUSHMANYATA PROJECTS PVT. LTD. , (PAN- AAACP9142K), a Company incorporated under the Companies Act. 1956 having address at Poddar Court, 18, Rabindra Sarani , 5th floor , Gate No. 03 , Post Office - G.P.O. Police Station - Hare Street , Kolkata - 700 001, represented by its Director (1) SRI NAWNEET SODHANI son of Sri Hiralal Sodhani, (PAN- AUAPS2409P), Aadhaar No. 6022 0366 8874, of Poddar Court, 18, Rabindra Sarnai, 5th floor, Gate No. 03, Post Office- G.P.O., Police Station- Hare Street, Kolkata- 700001 and (2) SRI RAJESH KUMAR JHAJHARIA, son of Late S.M. Jhajharia , having PAN - ACWPJ3828K , AADHAAR No. 6469 6206 5452, by religion : Hindu, by occupation Business, by Nationality : Indian of Premises No. 61A Sardar Sankar Road, Post office: Sarat Bose Road , Police Station : Tollygunge, Kolkata : 700 029, hereinafter called and referred to as the DEVELOPER ( which term or expression shall unless excluded by or there be something repugnant to the subject or context shall be deemed to mean and include its successors , successors-in-interest, nominee/s and/or assigns ) of the OTHER PART.

## W H E R E A S :

- A. That originally one Debkumar Das Gupta became the absolute Owner by way of Deed of Indenture dated 22nd day of April, 1959 vide Book No. I, Volume No. 61, Pages 172 to 179, Being No. 4027 for the year 1959, which was registered in the office at Sub-Registrar at Alipore, in respect of land measuring 03 Cottahs 03 Chittaks 02 Sq.ft. lying and situate at Municipal premises No. 3A and 3B, Thakurbari Road, Police Station- Tollygunge, Kolkata- 700026 , under K.M.C. Ward No. 084 and after mutating his name in the records of the Kolkata Municipal Corporation was enjoying the same free from all encumbrances paying taxes regularly .
- B. That said Debkumar Das Gupta during his life time he made a registered Will dated 27.05.1983 whereby and whereunder he bequeathed the said property in favour of only son Sri Rana Dasgupta . He also appointed Smt. Latika Das Gupta as the

  
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Executrix of his said Will. After demise of Deb Kumar Das Gupta on his wife Smt. Latika Das Gupta as an Executrix filed a Probate Case Being Act. 39 Case No. 287 of 1992 (Probate) before the Id. District Delegate at Alipore and the probate was granted on 12.01.1995 in respect of the aforesaid property by the said Ld. Court whereby and whereunder said Sri Rana Dasgupta as per directives of the said will thus became the absolute owner of the said property and was enjoying the same free from all encumbrances paying taxes regularly

- C. Be it noted that said Debkumar Das Gupta died leaving behind his legal heirs his wife Smt. Latika Dasgupta one son namely Rana Dasgupta and one daughter namely Susmita Datta Gupta.
- D. The said Smt. Latika Dasgupta who was a Hindu Governed by the Dayabhaga or Bengal School of Hindu Law died on 01.01.2001 intestate leaving behind her legal heirs being her said son Rana Dasgupta and only daughter Susmita Datta Gupta.
- E. That after some time passed the said Rana Dasgupta (issueless) who was a Hindu Governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 10.06.2020.
- F. That the wife of Late Rana Dasgupta namely Papiya Dasgupta predeceased him on 20.08.1998.
- G. That as per Law of Inheritance and Hindu Succession Act the Owner herein thus became the absolute sole Owner of the aforesaid properties i.e. 3A & 3B, Thakurbari Road, Police Station- Tollygunge, Kolkata- 700026 at present within the limits of the KMC Ward No. 084 and have mutated her name in the records of the Kolkata Municipal Corporation in respect of the said two premises and is presently enjoying the same free from all encumbrances paying taxes regularly
- H. The Owner represented to the Developer of her intention to develop ALL THAT the said 03 Cottahs 03 Chittaks and 02 Sq. Ft. of land more or less with two storied building as standing thereon situate lying at and being Municipal

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Premises No. 3A & 3B, Thakurbari Road, Police Station- Tollygunge, Kolkata- 700 026, through the Developer herein after amalgamating the said two premises. It is further clarified that the Owner shall empower the Developer to amalgamate the said two premises and to demolish the old dilapidated structure and the Developer shall prepare a new building Plan by its Architect at its own cost and expenses on the aforesaid land of the entire amalgamated Premises and shall submit the same before The Kolkata Municipal Corporation for sanction in the name of the present Owner and the title of the Owner is free, clear, marketable and free from all encumbrances.

- I. Relying on the aforesaid representation of the Owner herein and being fully satisfied with the title of the said two properties the Developer agreed to develop all that the said 03 Cottahs 03 Chittaks and 02 Sq. Ft. of land more or less with a building as standing thereon situate lying at and being Municipal Premises No. 3A & 3B, Thakurbari Road, Police Station- Tollygunge, Kolkata - 700 026 after amalgamating the said Two premises on the terms and condition as contained hereinafter.

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

#### ARTICLE - I DEFINATIONS

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

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- iii) " The PREMISES " shall mean all that Municipal Premises No. 3A & 3B, Thakurbari Road, Police Station- Tollygunge, Kolkata- 700 026 , at present within the Kolkata Municipal Corporation , Ward No. 084 , morefully described in the FIRST SCHEDULE hereto .
- iv) " The LAND shall means ALL THAT the piece and parcel of land being 03 Cottahs 03 Chittacks more or less with a two storied building as standing thereon described under the FIRST SCHEDULE hereto comprised in Municipal Premises No. 3A & 3B, Thakurbari Road, Police Station- Tollygunge, Kolkata- 700 026 , at present within the Kolkata Municipal Corporation, Ward No. 084, as morefully described in the FIRST SCHEDULE hereunder written on which the new proposed building is to be constructed as per the new sanctioned building plan to be obtained from the Kolkata Municipal Corporation .
- v) "ARCHITECT" shall mean such Architect or firm of Architects whom the Developer may, from time to time appoint as Architect for the new building.
- vi) " The BUILDING PLAN" shall mean the map or plan as to be sanctioned by the Kolkata Municipal Corporation or revised modified building plan as to be sanctioned in respect of the said amalgamated premises and shall also whereyer the context permits, includes such plans modified or revised, drawings, designs, elevations and specifications as are prepared by the Architect including variations / modification therein if any.
- viii) "The NEW BUILDING" shall mean the Ground plus three Storied building to be constructed as per sanctioned building plan to be obtained from The Kolkata Municipal Corporation on the premises by the Developer in pursuance hereof on the land described hereinabove .
- ix) " The CONSTRUCTIONAL HABITABLE AREA " herein shall mean the habitable and/or saleable areas of the entirety of the First to the Third floor of the new building including the lobbies , staircase , appurtenant thereto but excluding the roof and the Car parking on the Ground floor .

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- x) " The OWNER'S ALLOCATION " shall mean upon completion of construction of the new proposed building the Owner shall be entitled to ALL THAT self contained habitable flats and Car Parking spaces in the new proposed building comprising a total area being fifty percent of the total F.A.R. as to be sanctioned by the Kolkata Municipal Corporation in respect of the building which is to be constructed subject to sanction of the building plan by The Kolkata Municipal Corporation TOGETHER WITH and undivided proportionate share in the land and the common portions of the building in accordance with the terms and conditions of these presents. Be it mentioned that the Owner shall be allotted with the entire Third Floor habitable Flat area along with fifty percent habitable Flat area of the entire First floor of the said proposed building together with Fifty percent of the Flat and/or commercial space if sanctioned and as well as fifty percent of the Car parking space in the Ground floor of the said proposed building but subject to sanction of the same by the Kolkata Municipal Corporation. Furthermore if the Developer manages to obtain sanction of two Flats in the entire First Floor of the said proposed building then in such case the Owner will be exclusively allotted with the Flat in the Back portion of the said Floor . It is further agreed that fifty percent habitable Flat area of the entire First floor along with Fifty percent of the Flat and/or commercial space if sanctioned in the Ground Floor of such proposed building shall be jointly sold by the parties hereto and the sale proceeds shall be shared equally between themselves by two separate a/c. payees cheques bearing two individual names and/or separate RTGS transfers and in this respect the Owner shall give a registered Power of Attorney in favour of the Developer to sell such joint allocation and to enter into agreement for sale and as well as to sign and execute necessary conveyance and to do all other acts deeds and things as may be necessary for the same A N D

CONSIDERATION :- In addition to the aforesaid habitable Flats and Car Parking spaces the Owners shall also be entitled to a sum of Rs. 30,00,000.00/-

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(Rupees Thirty Lakhs ) only to be paid by the Developer to the Owner/ First party as a non-refundable amount to be paid in the manner stated hereunder :-

- |     |  |                 |
|-----|--|-----------------|
| i)  | At the time of execution of this Agreement                                       | Rs. 15,00,000/- |
| ii) | After obtaining sanction of building plan from the Kolkata Municipal Corporation | Rs. 15,00,000/- |

- xi) "The DEVELOPER'S ALLOCATION" shall mean the remaining constructional habitable self contained habitable flats and Car Parking spaces in the new proposed building comprising a total area being fifty percent of the total F.A.R. as to be sanctioned by the Kolkata Municipal Corporation in respect of the building which is to be constructed subject to sanction of the building plan by The Kolkata Municipal Corporation TOGETHER WITH undivided proportionate share in the land and the common portions of the building. Be it mentioned that the Developer shall be allotted with the entire Second Floor habitable Flat area along with fifty percent habitable Flat area of the entire First floor of the said proposed building together with Fifty percent of the Flat and/or commercial space if sanctioned and as well as fifty percent of the Car parking space in the Ground floor of the said proposed building but subject to sanction of the same by the Kolkata Municipal Corporation. It is further agreed that fifty percent habitable Flat area of the entire First floor along with Fifty percent of the Flat and/or commercial space if sanctioned in the Ground Floor of such proposed building shall be jointly sold by the parties hereto and the sale proceeds shall be shared equally between themselves by two separate a/c. payees cheques bearing two individual names and/or separate RTGS transfers. The Developer shall sign and execute the necessary documents including Agreements for Sale and/or conveyance for self and as Constituted Attorney of the Owner by virtue of Power of Attorney to be executed by the Owner in favour of the Developer in respect of such joint allocation as aforesaid. Furthermore if the Developer manages to obtain sanction of two Flats in the entire First Floor of the said proposed building then in such case the Developer will be exclusively allotted with the Flat in the Front portion of the said Floor.

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- xii) "COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit/Owner for the management and maintenance of the Building and the premises after obtaining peaceful possession of the new proposed building by the individual Flat Owner.
- xiii) "COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas and installations to comprise in the new building and the premises, after the development, including, staircases, lobbies, the ultimate roof of the building, passages, path ways, Lift, Lift well, boundary walls and other facilities which may be mutually agreed upon and between the parties as required for the establishment location enjoyment provisions maintenance and/or management of the building.
- xiv) "SALEABLE SPACE" shall mean the space in the building available for independent use and occupation after making due provision for Owner' Allocation and common and the space required therefore.
- xv) "PROJECT" shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the development of the premises be completed and possession of the completed Units is taken over by the Unit Owner.
- xvi) "PROPORTIONATE SHARE" with all its cognate variations shall mean such ratio, the covered area of any Unit or Units be in relation to the covered area of all the Units in the new building.
- xvii) "UNIT" shall mean any flat or other covered area in the new building, which is capable of being exclusively owned, used and/or enjoyed by any Unit Owner and which is not the common portions.
- xviii) "UNIT OWNER" shall mean any person who acquires, holds and/or owns any Unit in the new building and shall include the Owner and the Developer, for the Units held by them, from time to time.

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- xix) "TIME" : the building shall be completed within 24 (Twenty Four) months from the date of obtaining sanction of building plan and/or from the date of clear vacant peaceful possession to be given by the Owner to be Developer whichever is later.
- xx) "SOCIETY" shall mean the Society or Associations to be formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provided that until such Association is formed the Developer would be entitled to manage and/or maintain the new building and the premises and to collect the common expenses .
- xxi) "SPECIFICATIONS" shall mean the specifications for completely the new building as stated in the SECOND SCHEDULE hereto.
- xxii) " The TITLE DEED " shall mean all the Deeds and documents referred to hereinabove in the recital in respect of Premises No. 3A & 3B, Thakurbari Road, Police Station- Tollygunge, Kolkata- 700 026, at present within the Kolkata Municipal Corporation, Ward No. 084, District 24 Parganas ( South ) .

B. THE OWNER HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS

:-

- i) That the Owner absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said two Premises mentioned hereinabove .
- ii) That the right title and interest of the Owner in the said two Premises mentioned hereinabove is free from all encumbrances and Owner have a marketable title to the same .
- iii) That the entirety of the said two Premises mentioned hereinabove save are in actual , has and physical possession of the Owner .

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- iv) That the Owner have not received any notice for acquisition or requisition of the said two Premises mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
- v) Neither the said two premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income tax, Revenue or any other Public Demand.
- vi) That the Owner have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said two Premises mentioned hereinabove or any part or portion thereof in favour of any one other than in favour of the Developer herein.
- vii) That the Owner is not aware of any impediment affecting the said two Premises mentioned hereinabove whereby she is in any way barred from entering into this Agreement.
- viii) That the Owner is fully and sufficiently entitled to deal with, develop and/or dispose off proportionate share of the said two Premises mentioned hereinabove and thus enter into this Agreement.

ARTICLE - II  
COMMENCEMENT

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

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## ARTICLE - III

## OWNER'S RIGHT &amp; REPRESENTATION

- 3.1 The Owner absolutely seized and possessed of or otherwise well and sufficiently entitled to the said two Premises and shall retain symbolic possession during the time of construction work as per sanctioned plan by the Kolkata Municipal Corporation with standard building materials.
- 3.2 The said two premises is free from all encumbrances and the Owner have a marketable title in respect of the premise.
- 3.3 The Owner shall deliver or hand over all original copies and documents relating to the title of the said properties which are in possession and control of the Owner at the time of execution of these presents to the Developer against separate accountable receipts to be signed by the Developer and is to be handed over to the Owner. However, the Developer shall return back and handover all the original documents related to the title of the property to the Owner of the said property after completion of construction of the new proposed building at the time of handing over peaceful vacant possession of the Owner's allocated portion to the Owner.

## ARTICLE - IV

## DEVELOPER'S RIGHT &amp; REPRESENTATION

- 4.1 The Owner hereby grant subject to what has been herein under provided exclusive right to the Developer to develop the said two Premises after amalgamation and construct building at the said amalgamated premises in accordance with the new plan or plans as to be sanctioned by the Kolkata Municipal Corporation and/or by any other appropriate with or without any amendment and/or modification.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for obtaining necessary sanction of plan/revised plan from the Kolkata Municipal Corporation, shall be prepared and submitted by the Developer on behalf of the Owner at the cost and expenses of the Developer and the Owner shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer shall pay and bear

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all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises and the Owner shall have no responsibilities to bear any cost whatsoever .

- 4.3 That save and except the Owner's allotted portion the Developer has full rights to execute any agreement for sale , transfer and convey the Developer's allocation for residential purposes according to their own choice .


#### ARTICLE - V DEVELOPER'S OBLIGATIONS

- 5.1 The Developer simultaneously with the execution of this agreement shall take all necessary steps and cause the said two Premises to be amalgamated and numbered as one Municipal Holding and all costs in this regard shall be borne by the Developer and all papers and documents shall be signed by the Owner and fullest Co-operation shall be given by the Owner .
- 5.2 Full potential of FAR of the said Premises shall be utilized for construction of the new building by the Developer and the Developer shall also be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and as well as all costs and fees for sanctions, permissions, clearances and approvals shall be paid by the Developer.
- 5.3 The Developer shall use and/or cause to be used such standard building materials as shall be specified by the licenced building Surveyor or registered Architect of the Building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of I.S.I Specification and the building rules regulations and /or orders in force for the time being .
- 5.4 The building shall be created , constructed and completed by the Developer shall consist of the specification provided in SECOND SCHEDULE hereunder written and all Flats/Units as well as common areas and facilities shall consist

  
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of and be provided with materials, fixtures, fittings, and facilities. Under no circumstances, irrespective of any ground of whatsoever, the Developer shall not be entitled to claim or demand any payment of whatsoever nature from the Owner in respect of erection, construction and completion of the said Owner's allocated portion / portions.

- 5.5 The Developer shall construct and complete the Building under its direct supervision and control and with the best workmanship and like manner and shall comply with all statutory Regulations, Building Rules and statutory stipulations from time to time to be imposed or as would be made applicable, in the event the Developer assigns or sub - contracts any part of the work, it shall ensure incorporating of the above restrictions and compulsory stipulations for record and full compliance. Notwithstanding the above, the Developer shall remain responsible and liable for fulfillment of the terms and obligations contained herein.
- 5.6 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever name called for erection, construction and completion of the said building, its materials, fittings and fixtures in all respect, including temporary and residential connections of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer and the Owner have no responsibility and/or liability towards payment of any dues, liabilities, costs, charges and expenses by whatever name called relating to and/or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear that the costs, deposit and charges for individual and separate Electricity Meters for the respective Flat/Unit shall be borne by the concerned Unit Owner and the Developer shall have no responsibility for the same.
- 5.7 The Developer shall be responsible and liable for payment of and/or meeting all costs, charges, fees, levies and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction

  
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and completion of the building in totality . Under no circumstances the Owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer or to any other persons or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or on any other account or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer. The Developer shall at its own costs and expenses, cause to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the Building within the time specified herein .

- 5.8 While dealing with and/or entering into any Agreements and/or dealing with commitments relating to the Developer's allocated portion (as defined hereinbefore) or any part thereof , the Developer shall fully comply with , observe, fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein , save and provided hereinafter , the Owner shall not be responsible or liable for any commitments that may be made by the Developer.
- 5.9 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person or persons or property of or any loss of life , the Developer shall be solely liable and responsible for the same and the consequences arising therefor in all respect and shall at all point of time keep the Owner indemnified for the same and all consequences. It is specifically agreed and understood that the Owner shall not be responsible and/or liable either for any act or mode and manner of construction, defects, deviations, damages or any proceedings if initiated by any person(s) and/or authority relating to and or arising out of erection , construction or completion of the said newly proposed building or any part thereof . All actions, proceedings and consequences arising therefrom shall be attended to , defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owner



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indemnified from all or any loss damages, costs and consequences, suffered or incurred therefrom .

- 5.10 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection , construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.
- 5.11 The Developer shall be solely responsible for and make and pay all payments, wages, dues , contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, architects and others by whatever name called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed building and every part thereof and the Owner shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon him and the Developer shall keep the Owner indemnified from all or any claim, damages, payments costs and consequences suffered or incurred therefrom.
- 5.12 The Owner shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection construction and completion of the Building or any part thereof provided standard materials.
- 5.13 The Developer shall be duty bound to complete the Owner's allocated portion in all respect including permanent domestic water and sewerage connection and but the Unit Owner shall pay for individual electric meter connection for each Unit/Flat which shall be arranged by the Developer at extra cost and make the same fully habitable for user as per law within the said 24 (months) months from the date of obtaining sanction of building plan or from the date of obtaining vacant possession of the said amalgamated premises which unless



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prevented by Force Majeure reasons at the said premises without default or deviation, save and except for the reasons mentioned hereinabove .

- 5.14 The Developer will obtain occupancy certificate from the Kolkata Municipal Corporation in respect of the new proposed building prior to handing over vacant possession of Owner's allocation to the Owner .

#### ARTICLE – VI OWNER'S OBLIGATIONS

- 6.1 The Owner herein shall sign and execute all deeds and document for amalgamation of the said two premises and as well as all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent, sanction or licence required under the law in connection with or relating to or arising out of construction erection and completion of the said building or as may be required from time to time in accordance with law.
- 6.2 To provide the Developer with appropriate powers as are or may be required in connection with amalgamation , sanction , construction , erection completion of the newly proposed building and to appear for and represent the Owner before all concerned authorities and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licences and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electrically or as may required from time to time, in accordance with law and/or otherwise concerning negotiations for transfer of flats to the intending Purchasers of Developers share thereof and all cost and expenses in that respect shall be borne by the Developer and in this respect the Owner hereby appoint SRI SRI NAWNEET SODHANI son of Sri Hiralal Sodhani and SRI RAJESH KUMAR JHAJHARIA, son of Late S.M. Jhajharia Director of M/S. PIYUSHMANYATA PROJECTS PVT. LTD. the Developer

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Company herein as her Attorney to do all the acts, deeds and things for completion of the newly proposed building in and upon the amalgamated premises.

#### ARTICLE - VII

- 7.1 In the event the Owner is desirous of having any additional or special type of fittings other than that provided hereunder written in her allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owner immediately on demand by the Developer.
- 7.2 The land upon which the said building shall be erected and constructed and appurtenant thereto as also the common areas facilities to be provided for and/or at the said building shall always remain common, impartible, indivisible and undivided whereas the Owner shall be at liberty to deal with her allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities. The Developer shall similarly be entitled to deal with its allocated portion together with the undivided proportionate part or share of the land as well as common areas and facilities in accordance with law.
- 7.3 Without first providing the Owner's allocation portion complete in all respects and useable under the law as well as completion of the common area and facilities as per specification provided in these presents or otherwise as may be mutually agreed in writing, the Developer shall not be permitted to and/or be entitled to grant and/or give possession or permit possession of by whatever name called of its allocated portion mentioned herein above or any part thereof in any manner whatsoever or to create any encumbrances and/or charges or lispendences thereto.
- 7.4 The format of the Draft Indenture of Conveyance, that may be required to be executed and registered by the Owner unto and in favour of the Developer

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and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof, shall be prepared by the Developer's Advocate Sri Subir Kumar Dutta and the Owner shall only execute Indenture of Conveyance (s) unto and in favour of the Developer and/or its nominee or nominees as the case may be subject to the terms and conditions provided herein.

- 7.6 Subject to the above restrictions and conditions contained herein the Developer shall be entitled to enter into any contract or agreement relating to allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the Developer as Attorney of the owner shall execute required Indenture, unto and in favour of the nominee or nominees of the Developer and cause the same registered in accordance with law and admit such execution registration provided however, all costs, charges and expenses of the required value of stamp duty, registration costs or incidental thereto and paid and borne by the Developer and/or its nominee or nominees, as the case may be.

#### ARTICLE – VIII COMMON OBLIGATIONS

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

- a. To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owner and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.



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- b. To pay punctually and regularly to pay their respective proportionate part of share of service charges for the common areas and facilities and until formation and registration of the said premises under provisions of the West Bengal Apartments Act and the Rules framed thereunder, the Developer shall be entitled to collect and provided the required services thereof.
- c. To abide by all laws, rules and regulations and orders of the enactments the Government and/or Local Bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and the responsible for any deviation, violation and/or breach thereof in any manner.


ARTICLE - IX  
MISCELLANEOUS

- 9.1 This Agreement shall always be treated as an agreement by and between "Principal" to "Principal". The Owner and the Developer have entered into this Agreement purely as a Contract and nothing contained herein shall be deemed to construed or constitute as Partnership between the Owner and the Developer or an Association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owner or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same thereunder subject to the terms and conditions of these presents.
- 9.2 Simultaneously after obtaining sanction of building plan from the Kolkata Municipal Corporation the Owner shall hand over peaceful and vacant possession of the aforesaid amalgamated premises to the Developer and as from the date of delivery of possession of the said amalgamated premises by the Owner in favour of the Developer, the possession of the said the premises

S. D. G.

along with the rights of the Developer in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owner provided the Developer is carrying on with the project in terms of this agreement .

- 9.3 The Developer shall provide at their own cost and expenses alternative rental two BHK accommodation for the Owner during the time of construction of the new proposed building and shall bear such rents till the Owner is rehabilitated in the Owner's allocated portion in the new proposed building .
- 9.4 It is also agreed and accepted between the parties hereto that the Owner shall have the right to egress and ingress during the time of construction in and upon the Premises for observation and supervision of the constructional work of the new proposed building to be constructed as per the sanctioned building plan.
- 9.5 All the dues , arrears or outstanding in respect of the said two Premises on account of The Kolkata Municipal Corporation taxes, including pending GR if any , levies whatsoever till the date of execution of this agreement shall be to the account of the Owner and as from this date shall be borne and paid by the Developer or their nominee or nominees being the prospective Flat/Unit Purchasers either in respect of the aforesaid amalgamated Premises or the constructed area forming part of the Developer's allocation after obtaining the completion and/or occupancy certificate from the Kolkata Municipal Corporation .
- 9.6 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds matters and things not herein specified may be required to be done , executed and performed and for which the Developer shall require adequate powers and authorities from the Owner and for such matters , the Owner shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute , sign all such additional applications and other

  
S. D. G .

papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owner and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

- 9.7 Notice of Completion : As soon as the New Building is completed (as certified by the Architect) with occupancy /completion certificate from The Kolkata Municipal Corporation and sewerage connection of KMC, Developer shall give a written notice to the First Party requiring the First Party to take possession of the Owner's allocation and the Owner shall take possession within 30 (thirty) days and from the date thereafter, it will be considered as deemed possession by the Owner and all the outgoings in respect of Owner's Allocation will be liability of the Owner from the date of said possession or deemed possession.
- 9.8 Subject to whatever is mentioned in this Agreement, the Owner shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owner hereby indemnifies and agree to keep indemnified the Developer and the Transferees in this regard.
- 9.9 The Developer hereby undertakes to keep the Owner indemnified against all third party claims, actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer relation to the construction of the New Building and/or for any defect therein or development of the premises
- 9.10 The Developer shall be entitled to demolish the existing structure after obtaining the sanctioned building Plan from the Kolkata Municipal Corporation and shall dispose off the salvage to any person at their discretion for which the Owner shall have no objection.
- 9.11 It is furthermore agreed by and between the parties hereto that if the total F. A. R. as to be sanctioned as on date is changed due to enactment of the

S. D. G.

new building rule of the Kolkata Municipal Corporation prior to obtaining sanction of building plan then in such case the Owner's allocation may in such case be altered and/or modified as per viability of the project .

- 9.12 It is clarified that all works of development shall be done by the Developer at its own costs and expenses but for and on behalf of themselves and/or their nominee/nominees in respect of the Developer's Area and for and on behalf of the Owner in respect of the Owner's Area.
- 9.13 The consideration for the purposes herein shall be the construction costs of the Owner's Area to be incurred by the Developer and further amounts to be paid as agreed hereunder .
- 9.14 All municipal taxes and other outgoings including any pending GR if any in respect of the said premises upto the date of handing over possession of the said two premises to the Developer shall be borne and paid by the Owner and thereafter shall be borne by the Developer . At the expiry of 30(thirty) Days from the date , the Developer service to the Owner a notice of completion of the Owner's Allocation under the terms of this agreement, the liability of the Developer to pay the Municipal taxes and other liabilities in respect of the Owner's Allocation would cease to continue.
- 9.15 It is hereby agreed by and between the Owner and Developer herein that after completion of construction of the said new building the Developer shall construct and/or provide one Temple for Lord Shiva in an appropriate space as to be mutually determined in the ground floor .
- 9.16 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer and the cost thereof would be borne and paid by the Owner and the Developer or their respective nominees in their respective proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owner herein and the Developer .

  
S. D. G.



- 9.17 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.
- 9.18 The certificate of the Architect relating to completion of construction/development and the costs incurred therefore shall be final.
- 9.19 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owner and sent to their respective last known address or addresses intimating that the Owner's Area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or Municipal authorities has been obtained, shall completely absolve the Developer of its obligation to deliver the Owner's Area to the Owner under this Agreement.

ARTICLE - X  
FORCE MAJURE

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

ARTICLE - XI  
ARBITRATION

11. All disputes and differences between the parties arising out of "the meaning, construction or import of this Agreement or their respective rights and liabilities" as per this Agreement shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each party who shall jointly

S.D.G.

appoint an Umpire at the commencement of the reference and the Award of the Arbitrators or the Umpire shall be final and conclusive and binding on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996 and its statutory modifications and/or re-enactments thereof in force from time to time.

## ARTICLE - XII JURISDICTION

The High Court at Kolkata and its subordinate Court at South 24-Parganas at Alipore shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.

### FIRST SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE

ALL THAT piece and parcel of bastu land measuring 03 Cottahs 03 Chittacks and 02 Sq. ft. more or less together with two storied building standing thereon measuring 1500 Sq. Ft. in each floor, lying and situate at now known and numbered as Premises No. 3A & 3B, Thakurbari Road, Police Station- Tollygunge, Kolkata- 700 026 and/or such other number as to be allotted by the Kolkata Municipal Corporation after amalgamation of the said two premises, within the limits of The Kolkata Municipal Corporation, Ward No. 084, Sub Registry office - Alipore, District 24 Parganas South. This said land is butted and bounded in the following manner:-

ON THE NORTH	By Pre. No. 4A & 4B, Thakurbari Road.
ON THE EAST	By 20 feet wide Thakurbari Road.
ON THE SOUTH	By Pre. No. 2, Thakurbari Road
ON THE WEST	By Pre. No. 6, Mysore Road

S. D. G.


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

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

- FOUNDATION: As per sanctioned structural plan from K.M.C. R.C.C. foundation and super structure as per the design issued by structural Engineer.
- STEEL: ISI grade available in the market.
- CEMENT: Ambuja/Ultra Tech/Lafarge make cement.
- SAND: High quality coarse sand.
- STONE CHIPS: Standard quality available in the market.
- BRICK: First class brick / RCC Block available in the market.
- FLOORING: Vitrified Tiles flooring in all the rooms, the entire Living/Donning area will be Italian marble slab, Staircase, Service Area, Car Parking area, Drive way and the other open spaces shall be finished with Marble or Designer tiles as suggested by the Architect.
- TOILET: Anti-skeed Tiles flooring with Good quality glazed tiles on the walls up to door height, Sanitary fittings of "JAQUAR" or equivalent make and concealed plumbing/fittings, with shower in one tap, one basin and one commode of "JAQUAR" or equivalent make in toilet with hot and cold water mixer system and etc.
- KITCHEN: Black stone cooking platform with Granite slab and glazed tiles upto 2' above the counter and basic modular kitchen work under the

S. D. G.

- counter. Steel sink with one tap and one low height Tap of "JAQUAR" or equivalent make.
- GRILL: M.S.Grill shall be provided in window, balcony, staircase railing, main entrance gate etc as designed and approved by the Architect.
- DOOR FRAMES: Seasoned Sal wood frame for all doors.
- MAIN DOOR: 35 mm. wooden panel door along with tower bolt, one decorative metal handle, telescopic peep hole, one "GODREJ" make night latch.
- DOORS: 32 mm water proof, phenol bonded flush doors.
- WINDOWS: Good quality UPVC windows.
- ELECTRICAL : "Finolex" or Havells make wiring with Crabtree or equivalent make switches, MCB with sufficient numbers of electrical points in each flat.
- INTERNAL WALLS: Wall putty /J.K. /Birla white etc.
- EXTERNAL WALLS: Painting on plaster, finished with ICI Weather shield paint.
- ROOF: Water proof treatment with cast in situ mosaic/Roof tiles.
- LOBBY: Aesthetically designed lobby finished with Marble/Granite.
- LIFT: Good quality Elevator will be provided. OTIS/KONE or equivalent make .
- WATER SUPPLY: Crompton motor with B.E. pump set shall be installed for regular Water Supply,.



S. D. G.

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

SIGNED AND DELIVERED by  
The OWNER at Kolkata  
in presence of :

*Susmita Datta Gupta*

1. *Sanyu Roy*  
18, Moore Avenue,  
Kolkata - 700040
2. *Soumya Datta Gupta*  
49-B, Pocket A/14,  
Kalkaji Extn.  
New Delhi - 110019

SIGNED AND DELIVERED by  
The DEVELOPER at Kolkata  
in presence of :

PIYUSHMANYATA PROJECTS PVT. LTD.

1)

*Shankar Kumar*  
Director/Authorised Signatory

2)

PIYUSHMANYATA PROJECTS PVT. LTD.

*Narinder Sadhan*  
Director/Authorised Signatory

1. *Sanyu Roy*  
18, Moore Avenue,  
Kolkata - 700040
2. *Ashim Kumar Sin*  
109/25 Hazra Road,  
Kolkata - 700026,

## MEMO OF CONSIDERATION

By a/c. ~~Cheque No.~~ ✓ RTGS transfer  
 Dated 03/11/2021, drawn on ICICI,  
 Branch

	Rs.	13,50,000.00
By way of TDS	Rs.	1,50,000.00
	Rs.	<u>15,00,000.00</u>

TOTAL

(Rupees Fifteen lacs) only

IN PRESENCE OF

1. Samy Roy  
 18, Moore Avenue  
 Kolkata - 700040

2. Ashim Kumar Sen.  
 109/25, Hazra Road,  
 Kolkata - 700026.

DRAFTED BY :-

SUBIR KUMAR DUTTA.

Advocate. WP2165797

Alipore Civil and Criminal Court  
 Kolkata - 700 027.



Left Hand  
Finger Prints



Right Hand  
Finger Prints

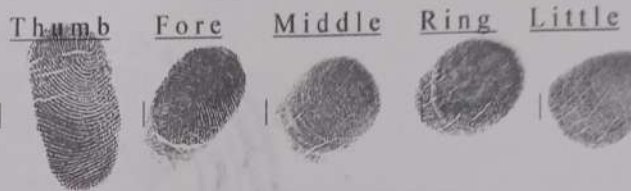


Name : -

Signature : - *Susmita Gatta Gupta*



Left Hand  
Finger Prints



Right Hand  
Finger Prints

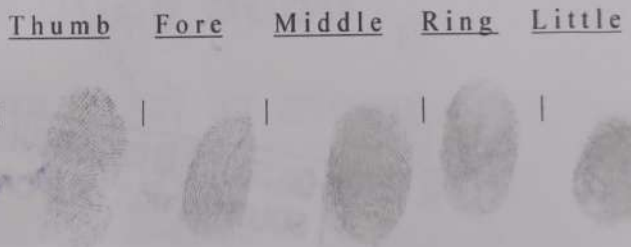


Name : -

Signature : - *Dev Kumar Khosla*



Left Hand  
Finger Prints



Right Hand  
Finger Prints



Name : -

Signature : - *Hansraj Sodhan*

भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

नामांकन क्रम / Enrollment No 1055/54036/07855

To,  
सुस्मिता दत्ता गुप्ता  
Susmita Datta Gupta  
W/O Dipak Datta Gupta  
49-B pocket A 14  
Kalka ji Extn  
Aali  
Ali South Delhi  
Delhi 110019

14/01/2012

Ref: 8 / 10B / 14023 / 15960 / P



UE036689998IN



आपका आधार क्रमांक / Your Aadhaar No. :

**9304 8029 9080**

**आधार – आम आदमी का अधिकार**



भारत सरकार  
GOVERNMENT OF INDIA



सुस्मिता दत्ता गुप्ता  
Susmita Datta Gupta

जन्म वर्ष / Year of Birth : 1959  
महिला / Female

*Susmita Datta Gupta*



**9304 8029 9080**

**आधार – आम आदमी का अधिकार**





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

GRN Details

GRN: 192021220106298681 Payment Mode: Online Payment  
GRN Date: 02/11/2021 11:04:50 Bank/Gateway: ICICI Bank  
BRN : 69528038 BRN Date: 02/11/2021 11:11:03  
Payment Status: Successful Payment Ref. No: 2002233627/3/2021  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: PIYUSHMANYATA PROJECTS PVT LTD  
Address: 18 RABINDRA SARANI PODDAR COURT, KOLKATA  
Mobile: 9883285794  
Depositor Status: Buyer/Claimants  
Query No: 2002233627  
Applicant's Name: Mr Subir Kumar Dutta  
Identification No: 2002233627/3/2021  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002233627/3/2021	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	2002233627/3/2021	Property Registration- Registration Fees	0030-03-104-001-16	15021
			<b>Total</b>	<b>35042</b>

IN WORDS: THIRTY FIVE THOUSAND FORTY TWO ONLY.

आयकर विभाग

INCOME TAX DEPARTMENT

SUSMITA DATTA GUPTA

DEB KUMAR DAS GUPTA

26/08/1959

Permanent Account Number

ALIPG3033E

*Susmita Datta Gupta*

Signature



भारत सरकार

GOVT. OF INDIA



14032007

*Susmita Datta Gupta*



*Handwritten signature*



भारत सरकार  
Government of India



Naveet Sodhani  
Date of Birth/DOB: 03/02/1975  
Male/ MALE

6022 0366 8874

VID: 9167700169641691



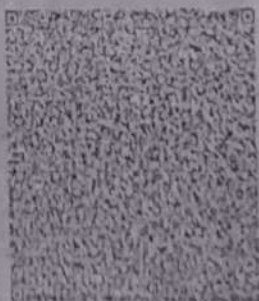
मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India



Address:  
TOWER 5, FLAT NO-15A, DIAMOND CITY  
SOUTH, 68, MAHATMA GANDHI ROAD,  
Paschim Putiari, Kolkata,  
West Bengal - 700041



OR Code with Photograph

6022 0366 8874

VID: 9167700169641691



1947



help@uidai.gov.in



www.uidai.gov.in

आयकर विभाग

INCOME TAX DEPARTMENT

NAWNEET SODHANI



भारत सरकार

GOVT. OF INDIA

HIRALAL SODHANI

05/02/1975

Permanent Account Number

AUAPS2409P

*Handwritten signature*



16022013



ভারতীয় বিনিয়োগ পরিচয় সনাক্তকরণ

ভারত সরকার

Unique Identification Authority of India  
Government of India

ভালিফিকেশন আই ডি/Enrollment No.: 1040/20009/00585

To  
রাজেশ কুমার জাহাঙ্গিরা  
Rajesh Kumar Jhajharia  
68/1 DR. DEODHAR RAHAMAN ROAD  
TOLLYGUNGE Tollygunge H.O  
Tollygunge Kolkata  
West Bengal 700033

19353489



MN199594897DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**6469 6206 5452**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
GOVERNMENT OF INDIA



রাজেশ কুমার জাহাঙ্গিরা  
Rajesh Kumar Jhajharia  
পিতা : সাওয়ার্মল জাহাঙ্গিরা  
Father : SAWARMAL JHAJHARIA  
জন্ম সাল / Year of Birth : 1970  
পুরুষ / Male



6469 6206 5452

আধার - সাধারণ মানুষের অধিকার

*Rajesh Kumar Jhajharia*

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

राजेश कुमार जहाजिया  
SAWARMAL JHAJHARIA

01/01/1970

Premier's Account Number  
ACWPJ3828K

Signature



राजेश कुमार जहाजिया



ELECTION COMMISSION OF INDIA

चुनाव आयोग

WB/22/156/231040

IDENTITY CARD

पहचान कार्ड



Elector's Name चुनवाले का नाम	Date of Birth जन्म तिथि
Father/Mother/ Husband's Name पिता/माता/पति का नाम	Gender लिंग
Sex लिंग	Age as on 1.1.1995 1.1.1995 का उम्र

Address

पता

वार्ड

विकास क्षेत्र



For Signature  
Electoral Registration Officer

हस्ताक्षर करने के लिए

For [Signature] Assembly Constituency

के लिए

Place

स्थान

Date

दिनांक



## Major Information of the Deed

Deed No :	I-1630-04820/2021	Date of Registration	03/11/2021
Query No / Year	1630-2002233627/2021	Office where deed is registered	
Query Date	28/10/2021 10:01:17 AM	1630-2002233627/2021	
Applicant Name, Address & Other Details	Subir Kumar Dutta Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830034264, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 1,20,000/-	Rs. 1,44,30,690/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,071/- (Article:48(g))	Rs. 15,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Thakurbari Road, , Premises No: 3A AND 3B, , Ward No: 084 Pin Code : 700026

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	3 Katha 3 Chatak 2 Sq Ft	1,00,000/-	1,26,33,502/-	Width of Approach Road: 20 Ft.,
<b>Grand Total :</b>				<b>5.264Dec</b>	<b>1,00,000 /-</b>	<b>126,33,502 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	20,000/-	17,97,188/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 25 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 25 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
<b>Total :</b>		<b>3000 sq ft</b>	<b>20,000 /-</b>	<b>17,97,188 /-</b>	

**Land Lord Details :**



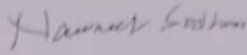
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mrs SUSMITA DATTA GUPTA</b> Wife of Late DIPAK KUMAR GUPTA Executed by: Self, Date of Execution: 03/11/2021 , Admitted by: Self, Date of Admission: 03/11/2021 ,Place : Office			
		03/11/2021	LTI 03/11/2021	03/11/2021
3A AND 3B, THAKURBARI LANE, KOLKATA, City:- Not Specified, P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ALxxxxxx3E, Aadhaar No: 93xxxxxxxx9080, Status :Individual, Executed by: Self, Date of Execution: 03/11/2021 , Admitted by: Self, Date of Admission: 03/11/2021 ,Place : Office				

**Developer Details :**



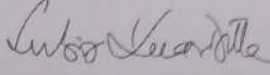
Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>PIYUSHMANYATA PROJECTS PRIVATE LIMITED</b> 18, RABINDRA SARANI, PODDAR COURT, KOLKATA, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx2K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr RAJESH KUMAR JHAJHARIA (Presentant )</b> Son of Late S M JHAJHARIA Date of Execution - 03/11/2021, , Admitted by: Self, Date of Admission: 03/11/2021, Place of Admission of Execution: Office			
		Nov 3 2021 11:38AM	LTI 03/11/2021	03/11/2021
61A, SARDAR SANKAR ROAD, KOLKATA, City:- Not Specified, P.O:- SARAT BOSE ROAD, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx8K, Aadhaar No: 64xxxxxxxx5452 Status : Representative, Representative of : PIYUSHMANYATA PROJECTS PRIVATE LIMITED (as DIRECTOR)				

2	Name	Photo	Finger Print	Signature
	<b>Mr Nawneet Sodhani</b> Son of Mr Hiralal Sodhani Date of Execution - 03/11/2021, , Admitted by: Self, Date of Admission: 03/11/2021, Place of Admission of Execution: Office	 <small>Nov 3 2021 11:43AM</small>	 <small>LTI 03/11/2021</small>	 <small>03/11/2021</small>
Poddar Court, 18, Rabindra Sarani, 5th Floor, Gate No 03, City:- , P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AUxxxxxx9P, Aadhaar No: 60xxxxxxxx8874 Status : Representative, Representative of : PIYUSHMANYATA PROJECTS PRIVATE LIMITED (as Director)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SUBIR KUMAR DUTTA</b> Son of Late BISWANATH DUTTA ALIPORE POLICE COURT, KOLKATA, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	03/11/2021	03/11/2021	03/11/2021
Identifier Of Mrs SUSMITA DATTA GUPTA, Mr RAJESH KUMAR JHAJHARIA, Mr Nawneet Sodhani			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mrs SUSMITA DATTA GUPTA	PIYUSHMANYATA PROJECTS PRIVATE LIMITED-5.26396 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mrs SUSMITA DATTA GUPTA	PIYUSHMANYATA PROJECTS PRIVATE LIMITED-3000.00000000 Sq Ft

On 03-11-2021

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

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

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

Presented for registration at 11:36 hrs on 03-11-2021, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr RAJESH KUMAR JHAJHARIA .

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,44,30,690/-

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

Execution is admitted on 03/11/2021 by Mrs SUSMITA DATTA GUPTA, Wife of Late DIPAK KUMAR GUPTA, 3A AND 3B, THAKURBARI LANE, KOLKATA, P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife

Identified by Mr SUBIR KUMAR DUTTA, , , Son of Late BISWANATH DUTTA, ALIPORE POLICE COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 03-11-2021 by Mr RAJESH KUMAR JHAJHARIA, DIRECTOR, PIYUSHMANYATA PROJECTS PRIVATE LIMITED (Private Limited Company), 18, RABINDRA SARANI, PODDAR COURT, KOLKATA, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr SUBIR KUMAR DUTTA, , , Son of Late BISWANATH DUTTA, ALIPORE POLICE COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 03-11-2021 by Mr Nawneet Sodhani, Director, PIYUSHMANYATA PROJECTS PRIVATE LIMITED (Private Limited Company), 18, RABINDRA SARANI, PODDAR COURT, KOLKATA, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr SUBIR KUMAR DUTTA, , , Son of Late BISWANATH DUTTA, ALIPORE POLICE COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 15,053/- ( B = Rs 15,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 15,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/11/2021 11:06AM with Govt. Ref. No: 192021220106298681 on 02-11-2021, Amount Rs: 15,021/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 69528038 on 02-11-2021, Head of Account 0030-03-104-001-16

## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 50/-, by online - Rs 20,021/-

### Description of Stamp

1. Stamp: Type: Impressed, Serial no 306, Amount: Rs. 50/-, Date of Purchase: 02/11/2021, Vendor name: L K Das  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 02/11/2021 11:06AM with Govt. Ref. No: 192021220106298681 on 02-11-2021, Amount Rs: 20,021/-,  
Bank: ICICI Bank ( ICIC0000006), Ref. No. 69528038 on 02-11-2021, Head of Account 0030-02-103-003-02



Rita Lepcha

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 1630-2021, Page from 154604 to 154649

being No 163004820 for the year 2021.



Digitally signed by RITA LEPCHA DAS

Date: 2021.11.22 18:30:52 -08:00

Reason: Digital Signing of Deed.

*Rita Lepcha*

(Rita Lepcha) 2021/11/22 06:30:52 PM

**DISTRICT SUB-REGISTRAR**

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

**West Bengal.**

**(This document is digitally signed.)**