

No. 20, Jadavpur Central Road, Post Office - Jadavpur, Police Station - Jadavpur, Kolkata - 700 032, (2) SRI SUVANKAR MAZUMDER son of Late Pronab Kanta Mazumder, by faith - Hindu, by occupation - Service, residing at # 247, 8th. Street, Apt.1L, Brooklyn, New York - 11215 USA and also of Municipal Premises No. 20, Jadavpur Central Road, Police Station - Jadavpur, Post Office-Jadavpur,

SUBIR KUMAR DUTTA KOLKATA - 700 027 ADVOCATE Licenced Sump Vendor Alipore Criminal Court Kentala Sedia NIRMAN ASSOCIATES Kempala Dista 3541 NIRMAN ASSOCIATES beena Mazumder. District Sub-Registrer-I Registrer U/S 7 (2) of 2 0 MAY 2022

Kolkata- 700 032 and (3) SMT. MADHUMITA MAZUMDAR wife of Vishvajit Pandya (PAN- AGJPM 6769F), Aadhaar No. 765303966 2483, by faith- Hindu, by occupation-Teacher, residing at Premises No. B-502, Samay Apartments, Near Azad Society, Ambawadi, Manekbag, Post Office - Azad Society, Police Station - Satellite, Ahmedabad -380 015, hereinafter jointly and collectively called and referred to as the OWNERS (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, legal representatives, executors, administrators successors and assigns) of the ONE PART.

AND

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

WHEREAS:

A. One the Jadavpur Estate Limited and Sri Debendra Nath Chakaborty son of Tarak Nath Chakaborty, jointly as Vendors while seized and possessed of by a Bengali Kobala dated 14th December, 1935, registered before the District Sub-Registrar of 24 Parganas Alipore and recorded in Book No. I, Volume No. 116, pages 59 to



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Registrar U/S 7 (2) of Registration 1908
Alipore, South 24 Parganes

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65, Being No. 5175, for the year 1935 sold, transferred and conveyed ALL THAT piece and parcel of land measuring 18 Cottahs more or less comprised in Khatian No. 66, Dag No. 140/398 and Khatian No. 164, Dag No. 53, R.S. No. 10, J. L. No. 36, Touji No. 237, Mouza - Ibrahimpore, then within the limits of Police Station- Tollygunge, Sub-Registry office Alipore, District 24 Parganas, in favour of one Sri Girija Kanta Majumder and Sri Biraja Kanta Majumder both sons of Late Ramani Kanta Majumder, both jointly mentioned therein as Purchasers at or for a consideration mentioned thereunder.

- B. Subsequently after such purchase said Sri Girija Kanta Majumder and Sri Biraja Kanta Majumder both sons of Late Ramani Kanta Majumder, jointly applied for and mutated their joint names in the records of the then Corporation of Calcutta subsequently Calcutta Corporation in respect of the their aforesaid purchased property which was then after granting mutation was known and numbered as Municipal Premises No. 20, Central Road Jadavpur, Police Station- Tollygunge subsequently Jadavpur, Kolkata- 700 032.
- C. While seized and possessed of by a Deed of Partition dated 5th day of November, 1959, registered before the Sub-Registrar Alipore, Sadar and recorded in Book No. 1, Volume No. 153; Pages 99 to 102, Being No. 8961, for the year 1959 the said Sri Girija Kanta Majumder son of Late Ramani Kanta Majumder as Party of the One Part and Sri Biraja Kanta Majumder, son of Late Ramani Kanta Majumder as Party of the Other Part, amicably partitioned their joint property into two separate lots whereby and whereunder the Party of the One Part has been allotted with ALL THAT piece and parcel of land measuring 06 Cottahs 09 Chittaks and 05 Sq.ft. more or less, comprised in Dag No. 140/398, Khatian No. 66, J.L. No. 36, Touji No. 237, R.S. No. 10, Mouza-Ibrahimpore, being part of Municipal Premises No. 20, Central Road Jadavpur, now renamed as Jadavpur Central Road, Police Station- Tollygunge, Sub-Registry Office Alipore Sadar, District 24 Parganas, which is morefully described in Schedule—B of the said Partition Deed and demarcated as Block-B in the Map/Plan annexed thereto and bordered in colour GREEN therein with all easement and appurtenance thereto absolutely and forever

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and the remaining portion of the entire mother premises was allotted to the other Co-owner Sri Biraja Kanta Majumder as party of the Other Part and morefully described in Schedule - A of the said Partition Deed and demarcated as Block- A, delineated by RED border in the Map/Plan annexed thereto.

- D. Thereafter the said Sri Girija Kanta Majumder son of Late Ramani Kanta Majumder, applied for and mutated his name in the records of the Corporation of Calcutta subsequently Calcutta Corporation in respect of the his allotted portion of the entire property which was then after granting mutation was known and numbered as Municipal Premises No. 20, Central Road Jadavpur, subsequently renamed as Jadavpur Central Road, Police Station-Jadavpur, Kolkata- 700 032 and was enjoying the same free from all encumbrances paying taxes regularly.
- E. In order to avoid any disputes and differences of opinion amongst the legal heirs, said Girija Kanta Majumder, as the Settlor executed and registered a Deed of Settlement dated 5th May, 1982, registered before the District Sub-Registrar, Alipore, 24 Parganas and recorded in Book No. I, Volume No. 147, Pages 18 to 26, Being No. 5668, for the year 1982, whereby and whereunder he appointed his wife Indu Prova Majumder as the beneficiary of the said Deed of Settlement with such other terms, conditions and covenants in the said Deed of Settlement.
- F. Furthermore, for the settlement of all doubts, disputes and differences that may arise between the heirs of the said Settlor in future, the Settlor made adequate provisions for maintenance and residence of his wife and as well as for distributing his property of other members of his family in the said Deed.
- G. It is also stated therein that, after the death of the Settlor, the Beneficiary Smt. Indu Prova Majumder wife of the Settlor, shall irrevocably become the sole owner of the said property, morefully described in the Schedule in the Deed of Settlement, wherein the beneficiary shall have her lifetime interest and right of residence only in and upon the said property and can realize and collect all rents and profits from the tenants and other sources out of the said property, but she will have no right to transfer or way of Sale or Gift of the property settled thereby, save and except in

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grave emergency and serious financial crisis, but with the consent of the eldest grandson or with the consent of Competent Court of law.

- H. It is furthermore stated therein that, after the death of the Beneficiary Smt. Indu Prava Majumder, the said property morefully stated in the schedule thereunder written as well as in the First Schedule hereunder written, shall vest absolutely upon the grandsons and daughter in law of the Settlor namely Dipankar Mazumder, Suvankar Mazumder and Smt. Romola Mazumder in equal shares absolutely and forever.
- Subsequently while seized and possessed of the said property said Girija Kanta
 Majumder son of Late Ramani Kanta Majumder, who was a Hindu, governed by the
 Dayabhaga or Bengal School of Hindu Law died on 26/11/1983, leaving behind
 surviving him his wife Indu Prova Majumder, since deceased as the sole Beneficiary
 of the said property in terms of the directives of the said Deed of Settlement as
 aforesaid.
- J. The said Indu Prova Majumder wife of Late Girija Kanta Majumder who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law, died intestate on 10/03/1998, leaving behind surviving her daughter in law Smt. Romola Mazumder wife of Pronab Kanta Mazumder and grandson Dipankar Mazumder, since deceased and grandson Suvankar Mazumder as per directives of the said Deed of Settlement.
- K. The said Pronab Kanta Mazumder son of Late Girija Kanta Majumder, who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law, died intestate on 19/07/1999, leaving behind surviving his wife Romola Mazumder, two sons namely Dipankar Mazumder, since deceased, Suvankar Mazumder and only daughter Madhumita Mazumdar as his only legal heirs and successors and no other person or persons as his heirs and successors.
- L. The said Romola Mazumder wife of Late Pronab Kanta Mazumder , who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law, died intestate on 27/10/2016 ,

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- M. leaving behind surviving her two sons namely Dipankar Mazumder, since deceased, Suvankar Mazumder and only daughter Madhumita Mazumdar as her only legal heirs and successors and no other person or persons as her heirs and successors.
- N. The said Dipankar Mazumder son of Late Pronab Kanta Mazumder, being issueless who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law, died intestate on 18/05/2018, leaving behind surviving his wife Reena Mazumder as his only legal heirs and successors and no other person or persons as his heirs and successors.
- O. In this circumstances referred to above the said Smt. Reena Mazumder, Sri Suvankar Mazumder and Smt. Madhumita Mazumdar, by way of inheritance as per Hindu Succession Act and as per law of inheritance and as per directives of the Deed of Settlement jointly inherited the said property as absolute joint owners and have mutated their joint names in the records of the Kolkata Municipal Corporation, Ward No. 095 in respect of the said land and building comprised in Municipal Premises No. 20, Jadavpur Central Road, Police Station- Jadavpur, Kolkata 700 032 and are enjoying the same free from all encumbrances paying taxes regularly having unfettered right, title and interest thereto, hereinafter for the sake of brevity referred to as the "SAID PROPERTY", but subject to occupation of one tenant occupying part and portion of the said premises.
 - P. The said Owners herein represented to the Developer of their intention to develop ALL THAT piece and parcel of total land measuring 06 Cottahs 09 Chittaks and 05 Sq.ft. more or less, comprised in Dag No. 140/398, Khatian No. 66, J. L. No. 36, Touji No. 237, R.S. No. 10, Mouza Ibrahimpore, within the limits of The Kolkata Municipal Corporation, Ward No. 095, now known and numbered as Municipal Premises No. 20, Jadavpur Central Road, Police Station- Jadavpur, Kolkata 700 032 through the Developer herein but subject to amicable settlement of one existing tenant. It is further clarified that the Owners shall empower the Developer to prepare a new building Plan by their Architect at their own cost and expenses on the aforesaid land comprised in the Premises and shall submit the same before

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The Kolkata Municipal Corporation for sanction in the name of the present Owners and the title of the Owners are free, clear, marketable and free from all encumbrances save and except occupation of one existing tenant in the portion of the said premises.

L. Relying on the aforesaid representation of the Owners herein and being fully satisfied with the title of the property the Developer agreed to develop ALL THAT piece and parcel of total land measuring 06 Cottahs 09 Chittaks and 05 Sq.ft. more or less, comprised in Dag No. 140/398, Khatian No. 66, J. L. No. 36, Touji No. 237, R.S. No. 10, Mouza - Ibrahimpore, within the limits of The Kolkata Municipal Corporation, Ward No. 095, now known and numbered as Municipal Premises No. 20, Jadavpur Central Road, Police Station- Jadavpur, Kolkata - 700 032, on terms of condition as contained hereinafter.

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

ARTICLE - I DEFINITIONS

- 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:
- "the OWNERS "shall mean the Owners above named and their respective heirs, executors, administrators, successors, legal representatives, nominees and assigns.
- ii) "The DEVELOPER" shall mean the Developer above named and its Partners for the time being and their respective heirs, executors, administrators, successors-inoffice, legal representatives, nominees and assigns.
- "The LAND shall mean ALL THAT piece and parcel of land measuring 06 Cottahs 09 Chittaks and 05 Sq. ft. more or less, comprised in Dag No. 140/398, Khatian No. 66, J. L. No. 36, Touji No. 237, R.S. No. 10, Mouza Ibrahimpore, within the limits of The Kolkata Municipal Corporation, Ward No. 095, now

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known and numbered as Municipal Premises No. 20, Jadavpur Central Road, Police Station - Jadavpur, Kolkata - 700 032, as morefully described in the FIRST SCHEDULE hereunder written on which the new proposed building is to be constructed as per the new sanctioned building plan to be obtained from the Kolkata Municipal Corporation .

- "ARCHITECT" shall mean such Architect or firm of Architects whom the iv) Developer may, from time to time appoint as Architect for the new multistoried building.
- "The BUILDING PLAN" shall mean the map or plan as to be sanctioned by v) The Kolkata Municipal Corporation or revised modified building plan as to be sanctioned in respect of the said premises and shall also wherever the context permits, includes such plans modified or revised, drawings, designs, elevations and specifications as are prepared by the Architect including variations / modification therein if any.
- "The NEW BUILDING" shall mean the Multi Storied building to be constructed as vi) 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.
- "The CONSTRUCTIONAL HABITABLE AREA" herein shall mean the habitable vii) and/or saleable areas of the entirety of the First to the Upper floors of the new building including the lobbies, staircase, appurtenant thereto but excluding the roof and the Car Parking areas of the Ground floor .
- "SUPER BUILT UP AREA" shall mean all the covered areas including storage viii) spaces within the Premises which are to be jointly owned for common usage by the Flat, Owners of the building.

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" The OWNERS' ALLOCATION " shall mean upon completion of construction of the new proposed building the Owners shall be entitled to ALL THAT Fifty percent of the total FAR as to be sanctioned by the Kolkata Municipal Corporation in the form of complete habitable flats and car parking spaces which is to be allotted in the manner following (i) one self contained habitable flat complete in all respect in the Northern portion of the First Floor of the new proposed multistoried building and (ii) one self contained habitable flat complete in all respect in the Southern portion of the Second Floor of the new proposed multistoried building and (iii) one self contained habitable flat complete in all respect in the Northern portion of the Third Floor of the new proposed multistoried building and (iv) one self contained habitable flat complete in all respect in the Northern portion of the Fourth Floor of the new proposed multistoried building (v) with Fifty percent of covered Car Parking spaces in the Ground Floor of the new proposed multistoried building with standard specification and which is to be constructed subject to sanction of the building plan by The Kolkata Municipal Corporation TOGETHER WITH the common portions of the building in accordance with the terms and conditions of these presents .

Be it noted that the existing Tenant of the said building is to be rehabilitated with 630 Sq. Ft. habitable Built up flat area in the new proposed building out of which the Owners shall out of their allocation allocate and/or accommodate 315 Sq. Ft. Built up area for rehabilitation of such tenant. The remaining area is to allocated from the Developer's allocation stated hereunder.

NON REFUNDABLE CONSIDERATION: The Owners in addition to the aforesaid habitable Flats and Car Parking spaces shall also be entitled to a further consideration of Rs. 30,00,000.00 (Rupees Thirty Lacs) only which shall be treated as non refundable consideration/forfeit amount and shall be paid by the Second Party to the First Party in the manner stated hereunder :-

(i) At the time of handing over vacant possession of the existing building for demolition for new construction by the

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Owners to the Developer

Rs. 15,00,000.00

(ii) At the time of handing over peaceful vacant possession of the Owner's allocated portion in the new proposed building by the Developer to the Owners

Rs. 15,00,000.00

Rs. 30,00,000.00

(Rupees Thirty Lacs) only.

"The DEVELOPER'S ALLOCATION" shall mean ALL THAT the remaining Fifty percent of the total FAR as to be sanctioned by the Kolkata Municipal Corporation in the form of complete habitable flats and car parking spaces which is to be allotted in the manner following (i) one self contained habitable flat complete in all respect in the Southern portion of the First Floor of the new proposed multistoried building and (ii) one self contained habitable flat complete in all respect in the Northern portion of the Second Floor of the new proposed multistoried building and (iii) one self contained habitable flat complete in all respect in the Southern portion of the Third Floor of the new proposed multistoried building and (iv) one self contained habitable flat complete in all respect in the Southern portion of the Fourth Floor of the new proposed multistoried building (v) with Fifty percent of covered Car Parking spaces in the Ground Floor of the new proposed multistoried building with standard specification save and except the Owners' allocated portion as aforesaid which is to be constructed subject to sanction of the building plan by The Kolkata Municipal Corporation TOGETHER WITH the common portions of the building in accordance with the terms and conditions of these presents.

Be it noted that the existing Tenant of the said building is to be rehabilitated with 630 Sq. Ft. habitable Built up flat area in the new proposed building out of which the Developer shall out of their allocation allocate and/or accommodate 315 Sq. Ft. Built

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up area for rehabilitation of such Tenant. The remaining area is to allocated from the Owners' allocation stated hereinabove.

- vi) "COMMON EXPENSES" shall mean and include all expenses to be incurred by the Unit/Owners for the management and maintenance of the multistoried Building and the premises after obtaining peaceful possession of the new proposed building by the individual Flat Owners.
- xii) "COMMON PORTIONS, FACILITIES & AMENITIES" shall mean all the common areas and installations to comprise in the new multistoried building and the premises, after the development, including, staircases, lobbies, lift, the ultimate roof, passages, path ways, boundary walls, durwan's room (if any), W.C. and other facilities which may be mutually agreed upon and between the parties as required for the establishment location enjoyment provisions maintenance and/or management of the building.
- xiii) "SALEABLE SPACE" shall mean the space in the building available for independent use and occupation after making due provision for Owners' Allocation and common and the space required therefore.
- xiv) "PROJECT" shall mean the work of development undertaken to be done by the Developer in pursuance hereof, till the development of the premises be completed and possession of the completed Units is taken over by the Unit Owners.
- xv) "PROPORTIONATE SHARE" with all its cognate variations shall mean such ratio, the covered area of any Unit or Units be in relation to the covered area of all the Units in the new building.

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- "UNIT" shall mean any flat or other covered area in the new building, which xvi) is capable of being exclusively owned, used and/or enjoyed by any Unit Owners and which is not the common portions.
- "UNIT OWNERS" shall mean any person who acquires, holds and/or owns xvii) any Unit in the new building and shall include the Owners and the Developer, for the Units held by them, from time to time.
- xviii) "TIME" : the building shall be completed within 24 (Twenty four) months from the date of obtaining sanction of building plan and/or from the date of clear vacant peaceful possession to be given by the Owners to the Developer whichever is later, with a further extension of six months time if required due to Force Majeure reasons.
- "SOCIETY" shall mean the Society or Associations to be formed for the xix) 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.
- "SPECIFICATIONS" shall mean the specifications for completely the new XX) building as stated in the SECOND SCHEDULE hereto.
- " The TITLE DEED " shall mean all the Deeds and documents referred to xxi) hereinabove in the recital in respect of the total land measuring 06 Cottahs 09 Chittaks and 05 Sq. ft. more or less, comprised in Dag No. 140/398, Khatian No. 66, J. L. No. 36, Touji No. 237, R.S. No. 10, Mouza - Ibrahimpore, within the limits of The Kolkata Municipal Corporation, Ward No. 095, now known and numbered as Municipal Premises No. 20, Jadavpur Central Road, Police Station -Jadavpur, Kolkata - 700 032, Sub Registry office - Alipore, District South 24 Parganas.

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- XXII) "ADVOCATE" to the project shall mean SUBIR KUMAR DUTTA, Advocate of No. 18, Manick Bandopadhyay Sarani, Police Station - Regent Park, Kolkata – 700 040 or such other Advocates whom the Developer may, from time to time, appoint as the Advocates for the Project.
- B. THE OWNERS HAVE REPRESENTED TO THE DEVELOPER AS FOLLOWS:-
 - That the Owners absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises mentioned hereinabove save and except occupation of one tenant occupying part and portion of the said premises.
 - That the right title and interest of the Owners in the said Premises mentioned hereinabove is free from all encumbrances and Owners have a marketable title to the same.
 - That the entirety of the said Premises mentioned hereinabove are in actual, has and physical possession of the Owners save and except as aforesaid.
 - iv) That the Owners have not received any notice for acquisition or requisition of the said Premises mentioned hereinabove or any part or portion thereof under any of laws for the time being in force.
 - v) Neither the premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of law or due to Income tax, Revenue or any other Public Demand.
 - vi) That the Owners have not entered into any Agreement for Sale, Lease, Development or otherwise for transfer and/or development of the said Premises mentioned hereinabove or any part or portion thereof in favour of any one other than in favour of the Developer herein.

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- vii) That the Owners are not aware of any impediment affecting the said Premises mentioned hereinabove whereby they are in any way barred from entering into this Agreement.
- viii) That the Owners are fully and sufficiently entitled to deal with, develop and/or dispose off proportionate share of the said Premises mentioned hereinabove and thus enter into this Agreement.

ARTICLE – II COMMENCEMENT

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

ARTICLE - III OWNERS' RIGHT & REPRESENTATION

- 3.1 The Owners now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said 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 premises is free from all encumbrances and the Owners have a marketable title in respect of the said premises.
- 3.3 The Owners shall deliver or hand over all original copies to the Developer against accountable receipt and all the documents relating to the said property which are in possession and control of the Owners at the time of execution of these presents

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to the Developer and the Developer shall retain all originals and all other relating documents regarding the said property till completion of the building and shall hand over the same to Owners at the time of handing over peaceful possession of the Owners' allocated portion to the Owners.

ARTICLE - IV DEVELOPER'S RIGHT & REPRESENTATION

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

ARTICLE - V DEVELOPER'S OBLIGATIONS

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



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

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

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concerned Unit Owners and the Developer shall have no responsibility for the same.

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

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person(s) and/or authority relating to and or arising out of erection, construction or completion of the said newly proposed building or any part thereof. All actions, proceedings and consequences arising there from shall be attended to, defended, prosecuted and complied with and faced by the Developer at its own costs and expenses and shall keep the Owners indemnified from all or any loss damages, costs and consequences, suffered or incurred there from.

- Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the Owners shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever.
- The Developer shall be solely responsible for and make and pay all payments, wages, dues, contributions, entitlements contractual and/or statutory obligations and requirements of the workmen, supervisors, workers, labours, employees, architects and others by whatever name called or described, appointed, deputed or engaged or required or put on site for the erection, construction and completion of the said newly proposed building and every part thereof and the Owners shall under no circumstances be deemed to be the employer and no responsibility and/or liability will shift upon him and the Developer shall keep the Owners indemnified from all or any claim, damages, payments costs and consequences suffered or incurred therefrom.
- 5.10 The Owners shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to erection construction and completion of the Building or any part thereof provided standard materials.
- 5.11 The Developer shall be duty bound to complete the Owners' allocated portion in all respect including permanent domestic water and sewerage connection and but

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the Unit Owners shall pay for individual electric meter connection for each Unit/Flat which shall be arranged by the Developer at extra cost and make the same fully habitable for user as per law within the said 24 (Twenty Four) months from the date of obtaining sanction of building plan or from the date of obtaining peaceful vacant possession of the said Premises by the Developer from the Owners, which ever is later, with a further extension of further six months time if required due to Force Majure reasons without default or deviation. It is however agreed that the Developer shall hand over peaceful possession of the Owners' allocated portion complete in all respect to the Owners herein first prior to handing over possession to the intending Purchasers of the Developer's allocated portion.

ARTICLE – VI OWNERS' OBLIGATIONS

- 6.1 The Owners herein shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent, sanction or licence required under the law in connection with or relating to or arising out of construction erection and completion of the said multistoried building or as may be required from time to time in accordance with law.
- After approval of the proposed building Plan by the Owners including individual floor layout of flats and car parking spaces to be prepared by the Developer's Architect, the Owners herein shall provide the Developer with appropriate powers as are or may be required in connection with sanction, construction, erection completion of the newly proposed building and to appear for and represent the Owners before all concerned authorities and to make sign and execute applications, declarations and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licences and other allocations of building materials and/or for temporary and permanent connections of water, sewerage and electrically or as may required from time to time, in accordance with law and/or otherwise concerning negotiations for transfer of flats to the intending Purchasers of Developers

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share thereof and all cost and expenses in that respect shall be borne by the Developer and in this respect the Owners shall appoint the Partners of NIRMAN ASSOCIATES, the Developer Company herein as their Attorneys to do all the acts, deeds and things for completion of the newly proposed building in and upon the aforesaid premises.

ARTICLE - VII

- 7.1 In the event the Owners are desirous of having any additional or special type of fittings other then that provided hereunder written in their allocated portion or any part thereof, the Developer shall have the same duly provided subject to the costs, charges and expenses for the said fittings and fixtures shall be separately paid and borne by the Owners immediately on demand by the Developer.
- The land upon which the said building shall be erected and constructed and 7.2 appurtenant thereto as also the common areas facilities to be provided for and/or at the said multistoried building shall always remain common , impartible, indivisible and undivided and the Owners shall be at liberty to deal with their allocated portions together with the undivided proportionate part or share of the land as well as the common areas and facilities. The Developer shall similarly be entitled to deal with its allocated portion together with the proportionate part or share of the land as well as common areas and facilities in accordance with law.
- The format of the Draft Indenture of Conveyance, that may be required to be 7.3 executed and registered by the Owners unto and in favour of the Developer and/or its nominee or nominees in respect of and/or relating to the Developer's allocated portions and/or any part thereof, shall be prepared by the Developer's Advocate Sri Subir Kumar Dutta and the Owners shall only execute Indenture of Conveyance (s) unto and in favour of the Developer and/or its nominee or nominees as the case may be subject to the terms and conditions provided herein.

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

ARTICLE - VIII COMMON OBLIGATIONS

- 8.1 On and from the date of completion of the building in accordance with law, the Owners as well as the Developer shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default :-
 - To pay punctually and regularly for their respective allocations all rates, taxes, levies, fees charges, impositions and outgoing to the concerned authorities or otherwise as may be mutually agreed upon by and between the parties hereto and/or the respective Owners and recorded in writing and the parties hereto shall keep each other duly indemnified against all claims actions demands costs charges and expenses and proceedings whatsoever directly or indirectly suffered by or be paid by either of them as the case may be consequent upon any default by the other.
 - 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.

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c. To abide by all laws, rules and regulations and orders of the enactments the Government and/or Local Bodies or otherwise issued and/or imposed upon in accordance with law, as the case may be and shall attend to and answer and the responsible for any deviation, violation and/or breach thereof in any manner.

ARTICLE-IX MISCELLANEOUS

- 9.1 This Agreement shall always be treated as an agreement by and between "Principal" to "Principal". The Owners and the Developer have entered into this Agreement purely as a Contract and nothing contained herein shall be deemed to construed or constitute as Partnership between the Owners and the Developer or an Association or persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer by the Owners or as creating any right title or interest in respect thereof in favour of the Developer other than an exclusive permission and right in favour of the Developer to develop the same there under subject to the terms and conditions of these presents.
- 9.2 Within six months from the date hereof or any time earlier after obtaining sanction of building plan from the Kolkata Municipal Corporation, the Owners shall hand over peaceful and vacant possession of the aforesaid premises to the Developer and as from the date of delivery of possession of the said premises by the Owners in favour of the Developer, the possession of the said the premises along with the rights of the Developer in respect of the said premises by virtue of this presents and/or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the Owners provided the Developer is carrying on with the project in terms of this agreement.
- 9.3 The Developer at its own cost and expenses shall provide to one of the Owners alternative Storage space/Godown space or habitable room for keeping her furniture, fixtures and household goods during the time of construction of the new proposed building and shall bear such rents till the date of handing over the Owners' allocated

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portion to the Owners in the new proposed building. Furthermore the Developer shall also bear all expenses (Room Rents) during the stay of two of the Owners (presently staying out of Kolkata) in a Guest House / Hotel in Kolkata to be arranged by the Developer during his/her visit to Kolkata during the period of construction of the proposed building. Be it noted that all cost and charges for Packers and movers for shifting of furniture, fixtures and household goods will be exclusively borne by the Developer. If required the Developer shall also provide shifting charges for alternate accommodation to the existing tenant.

- 9.4 The Developer shall be entitled to demolish the existing building at their own cost and expenses and shall enjoy the sale proceeds of the salvage for which the Owners shall have no objection for the same.
- 9.5 It is also agreed and accepted between the parties hereto that the Owners shall have the right to egress and ingress during the time of construction in and upon the Premises for observation and supervision of the constructional work of the new proposed building to be constructed as per the sanctioned building plan.
- All the dues, arrears or outstanding including pending GR and Self assessment tax in respect of the said Premises on account of The Kolkata Municipal Corporation taxes, levies whatsoever till the date of handing over possession of the existing building in the said premises shall be to the account of the Owners and from such date of taking over possession to the existing premises shall be borne and paid by the Developer or their nominee or nominees being the prospective Flat/Unit Purchasers either in respect of the aforesaid Premises or the constructed area forming part of the Developer's allocation after obtaining the completion and/or occupancy certificate from The Kolkata Municipal Corporation.
- 9.7 It is understood that from time to time to facilitate the construction of the building by the Developer various acts, deeds maters and things not herein specified may be required to be done, executed and performed and for which the Developer shall require adequate powers and authorities from the Owners and for such

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matters, the Owners shall provide all required power and authorities unto and in favour of the Developer as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owners and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

- 9.8 It is clarified that all works of development shall be done by the Developer at its own costs and expenses but for and on behalf of themselves and/or their nominee/ nominees in respect of the Developer's Area and for and on behalf of the Owners in respect of the Owners' Area.
- The consideration for the purposes herein shall be the construction costs of the 9.9 Owners' Area to be incurred by the Developer and any further amounts if any agreed hereunder.
- 9.10 All municipal taxes and other outgoings in respect of the said premises upto the date of handing over possession of the said premises to the Developer shall be borne and paid by the Owners including previous liability if any and thereafter shall be borne by the Developer. At the expiry of 30 (thirty) Days from the date, the Developer service to the Owners a notice of completion of the Owners' Allocation under the terms of this agreement, the liability of the Developer to pay the Municipal taxes and other liabilities in respect of the Owners' Allocation would cease to continue.
- Till such time the Association or body is not formed, the premises shall be 9.11 managed and maintained by the Developer and the cost thereof would be borne and paid by the Owners and the Developer or their respective nominees in their respective proportionate share. The rules and regulations for such management and maintenance shall be as such as may be duly agreed upon by the Owners herein and the Developer.

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- 9.12 The Developer shall be liable and responsible for all defects of the said proposed building including fixtures and fittings for a period of twelve months from the date of obtaining Completion Certificate issued by the KMC in respect of the new building save and except natural wear and tear.
- 9.13 Each party shall be responsible and liable for their respective share of taxes and impositions relating to their respective allocations.
- 9.14 The certificate of the Architect relating to completion of construction/ development and the Completion Certificate of the KMC shall be final binding upon the parties hereto.
- 9.15 The notice of completion issued by the Developer by registered post or by such similar acceptable mode addressed to the Owners and sent to their respective last known address or addresses intimating that the Owners' Area completed in the manner stated herein and is ready for delivery after obtaining the completion or occupancy certificate of the concerned or Municipal authorities has been obtained, shall completely absolve the Developer of its obligation to deliver the Owners' Area to the Owners under this Agreement.
- 9.16 Default/Termination:— If the Developer fails and/or neglects to complete the construction of the said new proposed building within the time specified herein above then in such case the Developer shall be liable to pay a compensation and /or demurrage of Rs. 20,000.00 (Rupees Twenty thousand) only per month to the Owners for a period of further 6 (six) months after expiry of the time specified hereinabove within which the Developer shall hand over peaceful vacant possession of the Owners' allocated portion to the Owners in the new building and even after such extension of time if the Developer is incapable or insolvent to complete the said proposed building, then in such case the Owners shall be at sole liberty to terminate this Development Agreement and in such case of termination the Owners shall not be liable for any discharge of payment obligation. In case of such termination of this Agreement, the Developer shall remove all its materials, mens and labours from the

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said premises within 45 (forty five) days of such termination or in default the Owners shall have the right over the same and the Developer shall not be entitled to any compensation or demurrages.

ARTICLE - X FORCE MAJURE

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

ARBITRATION - XI

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

SCHEDULE OF THE PROPERTY AS REFERRED TO ABOVE

ALL THAT piece and parcel of land measuring 06 Cottahs 09 Chittaks and 05 Sq.ft. more or less, with two storied building measuring 1000 Sq.ft. Built Up area in each floor, having cemented flooring comprised in Dag No. 140/398, Khatian No. 66, J.L. No. 36, Touji No. 237, R.S. No. 10, Mouza- Ibrahimpore, being part of Municipal Premises No. 20, Central Road Jadavpur, now renamed as Jadavpur Road, Police Station- Jadavpur, Kolkata- 700032, Sub-Registry Office Central

Min Paya Roy

Alipore Sadar, District 24 Parganas,, within the limits of the Kolkata Municipal Corporation Ward No. 095, together with all easement and use meant and all rights of ingress and egress rights and the said land is butted and bounded in the following manner:-

ON THE NORTH:

By Pre. No. 1960 adavpur Central Road.

ON THE EAST :

By Jadavpur Central Road.

ON THE SOUTH:

By Pre. No. 204 Jadavpur Central Road.

ON THE WEST:

By Vacant land.

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

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

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

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

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

Structure R.C.C. framed structure 10" / 8" thick external and 5" X 3" thick brick wall

with column and beams and walls of brick .

Steel Good quality ISI approved TMT bar will be provided.

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Cement Ultratech/Lafarge/Ambuja brand of cement will be used.

Doors: Main Door Wooden door with frames and Good quality night latch. Doors (Inside) Seasoned and treated waterproof plywood doors with good quality wood frames and locks.

Windows: Aluminium sliding windows with integrated grills for all rooms. Luvre for bathrooms.

Flooring: Building staircase and landings will be of good quality marble with ornate railing. Drawing cum living room to have vitrified tiles flooring. All Bedrooms to have vitrified tiles flooring of good quality.

Building lobby: Flooring will be same that of same as that of the stairs and landing.

Toilets/W.C: Anti-skid tiles flooring, dado up to 6 ft height on the walls,

Geyser point and hot and cold water pipes in all
bathrooms, branded Chrome plated fitting and fixtures of
basic range of Parryware /Hindustan/CERA, inside
plumbing line will be concealed with PVC pipes and Outside
line will be of PVC pipes.

Kitchen:- Vitrified tiles flooring, Granite cooking platform with single stainless steel sink, good quality ceramic tile up to 2 feet above the cooking platform.

Electrical:-Standard Copper wiring of good make in concealed conduits with Modular switches as following.

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

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

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

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

Internal finish:-

Wall putty finish on walls and ceiling.

External finish:-

Good quality paint.

Water supply :-

KMC supply line, reservoirs (overhead and underground)

Roof

Roof tiles with adequate water proofing.

Lift & machinery

Reputed brand of lift will be installed.

Electric Meter

Proportionate cost of Procurement of 440 volt main service line and

full cost for Procurement of electric meter for individual flats from

CESC shall be on account and cost of flat Purchaser/Owner.

Extra Works

Any extra works other than standard specifications given here shall be charged extra as decided by our engineer and such amounts shall be

deposited with us before the execution of work.

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

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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 OWNERS at Kolkata in presence of :

Gautan Khom Aupone pawer count Kol-27

24, Monderille Chardens

LI-+ No A3/4,

KI 1-200019,

SIGNED AND DELIVERED by

The DEVELOPER at Kolkata

in presence of:

Adipore posce cours
Kol-27

2) Indeajit Roj 24. Monderille Gordons Flitno A3/4, K-1-7000 19

SUBIR RUMAR DUTTA.

Alipore Civil and Criminal Court, Kolkata - 700 027. WB 2165 95 V Reena Mazumder

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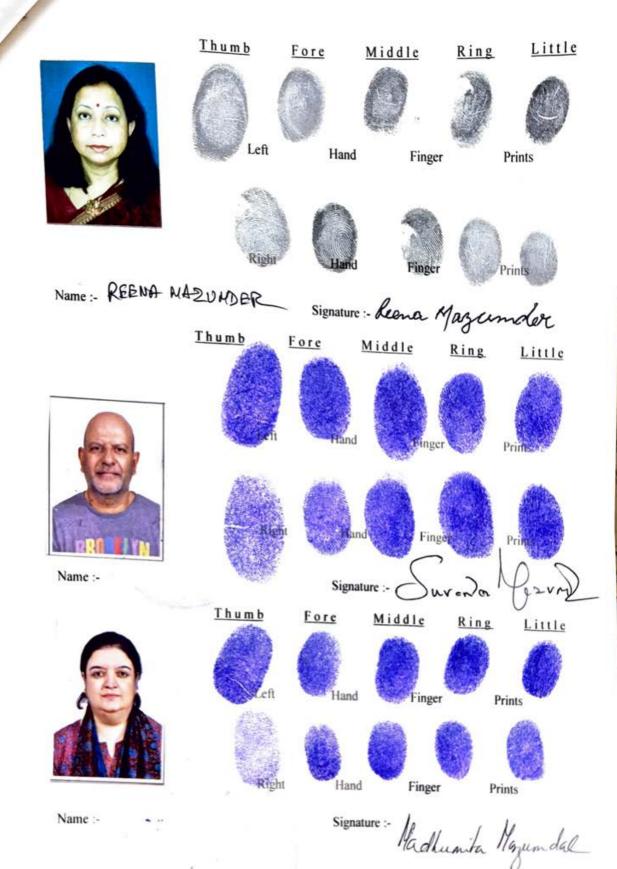
V Kadhunika Kazundel

NIRMAN ASSOCIATES

Piya Roy Partner

NIRMAN ASSOCIATES

Runtalan DMIT







Name:-

Signature :-



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS, District Name :South 24-Parganas Signature / LTI Sheet of Query No/Year 16042001437594/2022

I. Signature of th

SI	Name of the Executant	C-1	mitting the Execu	ition at Private Reside	at Private Residence.	
No.		Category	Photo	Finger Print	Signature with	
1	Mrs REENA MAZUMDER 20, JADAVPUR CENTRAL ROAD, KOLKATA, City:- Not Specified, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032	Land Lord			Lena Hazemolei	
SI No.	the Executant	Category		Finger Print	Signature with	
2	Mr SUVANKAR MAZUMDER City:-, New York, United States PIN:- 11215	Land Lord	E		date Moran	
SI No	Of the Executal	Category	pga Iyu	Finger Print	Signature with	
3	Mrs MADHUMITA MAZUMDAR B-502, SAMAY APARTMENTS NEAR AZAD SOCIETY, AHMEDABAD, City:- No Specified, P.O:- AZAD SOCIETY, P.S:- SETELITE, District:- Ahmadabad, Gujarat, India, PIN:- 380015				adhunité Haundalle	

2200	I. Signature of	the Person(s)	relativity			
SI 10.		Category	dmitting the Exec		vate Resider ger Print	Signature with
	Mrs PIYA ROY 24, MANDEVILLE GARDENS, KOLKATA, City:- Not Specified, P.O:- BALLYGUNGE, P.S:-Gariahat, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	[NIRMAN				date
SI No.	Name of the Executar	nt Category	Photo	Fin	ger Print	C 3 8
5	Mrs KUNTALA DUTTA 45F/1C, MANICK BANDOPADHYAY SARANI, KOLKATA, City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24- Parganas, West Benga India, PIN:- 700040	ative of Developer [NIRMAN ASSOCIA TES]				Signature with date Dalla
SI No.	Hame and Address	Identif	ier of	Photo	Finger Prin	t Signature with
1	DUTTA Son of Late BISWANATH DUTTA	Mrs REENA MAZ BUVANKAR MAZ MADHUMITA MA PIYA ROY, Mrs K DUTTA	CUMDER, Mrs			More Minor Tet Per

(Anupam Halder)
DISTRICT SUBREGISTRAR
OFFICE OF THE D.S.R. IV SOUTH 24-PARGANAS

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

GRN Details

GRN:

192022230029831631

GRN Date:

19/05/2022 11:38:04

BRN:

IK0BROERC1

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

State Bank of India

BRN Date:

19/05/2022 11:39:46

Payment Ref. No:

2001437594/1/2022

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

subir kumar dutta

Address:

18, moore avenue kolkata - 40

Mobile:

9830034264

Depositor Status:

Advocate

Query No:

2001437594

Applicant's Name:

Mr Subir Kumar Dutta

Identification No:

2001437594/1/2022

Remarks:

Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001437594/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	40020
2	2001437594/1/2022	Property Registration-Registration Fees	0030-03-104-001-16	21
			Total	40041

IN WORDS: FORTY THOUSAND FORTY ONE ONLY.



Government of West Bengal Directorate of Registration & Stamp Revenue e-Assessment Slip

Query No / Year	2001437594/2022	
Query Date	17/05/2002	Office where deed will be registered
	17/05/2022 10:58:52 AM	Deed can be registered in a second
Applicant Name,	Subir Kumar Dutta	Deed can be registered in any of the offices mentioned on Note: 11
Address & Other Details	Thana : Alipore, District : South 24-1	Parganas, WEST BENGAL, PIN - 700027, Mobile No. :
Transaction	9830034264, Status :Advocate	Sigurdas, WEST BENGAL, PIN - 700027, Mobile No. :
[0110] Sale, Development agreement		Additional Transaction
	Agreement of Construction	[4305] Declaration [No of Declaration : 2]
Set Forth value		[No of Declaration : 2]
Rs. 11,00,000/-		Market Value
Total Stamp Duty Payable	(SD)	Rs. 1,92,80,485/-
Rs. 40,020/- (Article:48(g))	(db)	Total Registration Fee Payable
Mutation Fee Payable		Rs 21/- (Article: E.)
	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks		- Carrie

Land Details:

District: South 24-Parganas, Thana: Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: JADAVPUR CENTRAL ROAD, , Premises No: 20, , Ward No: 095, Pin Code : 700032

Sch	Plot	Khatian	Land Harbon	. 20, , Wald No. 095	, Pin Code : 7000	032	
No	Number	Number	Land UseROR Proposed		SetForth Value (In Rs.)	Market	Other Details
L1	(RS:-)		Bastu	6 Votho D OL			
	· A		Basia	6 Katha 9 Chatak 5 Sq Ft	. 01001001	1,79,30,485/-	Property is on
	Grand	Total:		40.000.00			Road
	0.0	TOTAL .		10.8396Dec	10,00,000 /-	179,30,485 /-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	2000 Sq Ft.	1,00,000/-	13,50,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Total: 2000 sq ft 1,00,000 /-13,50,000 /-



d Details :

Name & address Mrs REENA MAZUMDER	Status	Execution Admission Details :
Wife of Late DIPANKAR MAZUMDER,20, JADAVPUR CENTRAL ROAD, KOLKATA, City:- Not Specified, P.O:- Bengal, India, PIN:- 700032 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: 70xxxxxxxx9829,Status: Individual, Executed by: Self	Individual	Executed by: Self To be Admitted by: Self
Mir SUVANKAR MAZUMDER Son of Late PRONAB KANTA MAZUMDER, City:-, New York, United States, PIN:- 11215 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, ,Aadhaar No Not Provided by UIDAIStatus: Individual, To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
Mrs MADHUMITA MAZUMDAR Wife of Mr VISHVAJIT PANDYA,B-502, SAMAY APARTMENTS, NEAR AZAD SOCIETY, AHMEDABAD, City:- Not Specified, P.O:- AZAD SOCIETY, P.S:-SETELITE, District:-Ahmadabad, Gujarat, India, PIN:- 380015 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AGXXXXXX9F, Aadhaar No.: 76xxxxxxxx6248,Status:Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

SI	Name & address		
No		Status	Execution Admission
1	NIRMAN ASSOCIATES (Partnership Firm)		Details :
	,45F/1C, MANICK BANDOPADHYAY SARANI, KOLKATA, City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:- South 24-Parganas, West Bengal, India, PIN:- 700040 PAN No. AAxxxxxx6J, ,Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative		Executed by: Representative

Representative Details:

SI No	Name & Address	Representative of
	Mrs PIYA ROY Wife of Mr INDRAJIT ROY24, MANDEVILLE GARDENS, KOLKATA, City:- Not Specified, P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGxxxxxx6F, Aadhaar No.: 78xxxxxxxx6843	NIRMAN ASSOCIATES (as PARTNER)
2	Mrs KUNTALA DUTTA Wife of Mr SUBIR KUMAR DUTTA45F/1C, MANICK BANDOPADHYAY SARANI, KOLKATA, City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFxxxxxx4Q, Aadhaar No.: 39xxxxxxxx8460	NIRMAN ASSOCIATES (as PARTNER)



South 24-Parganas, West Bengal

tifier Details :

Mr SUBIR KUMAR DUTTA Name & address

Son of Late BISWANATH DUTTA

ALIPORE POLICE COURT, KOLKATA, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Rennal India PIN:- 700027 Say Male Put Contact India PIN:- 700027 Say Male Put Contact India Pin: Identifier Of West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Mrs REENA MAZUMDER, Mr SUVANKAR MAZUMDER, Mrs MADHUMITA MAZUMDAR, Mrs PIYA ROY, Mrs

Trans	fer of property for L1	Mrs PIYA ROY, Mrs
SI.No	From	
1	Mrs REENA MAZUMDER	To. with area (Name-Area)
2	MESLIVANIKAD	NIRMAN ASSOCIATES-3.61319 Dec NIRMAN ASSOCIATES-3.61319 Dec
3	Mrs MADHUMITA MAZUMDAR	NIRMAN ASSOCIATES-3.61319 Dec
Trans	fer of property for S1	3.61319 Dec
SI.No	From	-
1	Mrs REENA MAZUMDER	To. with area (Name-Area)
2	Mr SUVANKAR MAZUMDER	NIRMAN ASSOCIATES-666.667 Sq Ft NIRMAN ASSOCIATES-666.667 Sq Ft
3	Mrs MADHUMITA MAZUMDAR	NIRMAN ASSOCIATES-666.667 Sq Ft

Note:

- 1. If the given information are found incorrect, then the assessment made stands invalid. 2.
- Query is valid for 30 days (i.e. upto 16-06-2022) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 16-06-2022) 3.
- Standard User charge of Rs. 240/-(Rupees Two hundred fourty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable 5
- e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned 6. Registering Officer. 7.
- Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required 8.
- Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
- This eAssessment Slip can be used for registration of respective deed in any of the following offices: D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - I I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. ALIPORE, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



Major Information of the Deed

· .:	1-1604-05394/2022	Date of Registration	24/05/2022
y No / Year	1604-2001437594/2022	Office where deed is re	egistered
uery Date	17/05/2022 10:58:52 AM	D.S.R IV SOUTH 24-F South 24-Parganas	PARGANAS, District:
Applicant Name, Address & Other Details	Subir Kumar Dutta Thana : Alipore, District : South 2 : 9830034264, Status :Advocate	4-Parganas, WEST BENGAL,	PIN - 700027, Mobile No
Transaction		Additional Transaction	是249257
[0110] Sale, Development A	Agreement or Construction	[4305] Other than Immo	vable Property, tration : 2]
Set Forth value	HINDER FRANCES	Market Value	建 多属的。———
Rs. 11,00,000/-		Rs. 1,92,80,485/-	THE RESERVE AND A STATE OF THE
Stampduty Paid(SD)	The state of the s	Registration Fee Paid	THE REAL PROPERTY.
Rs. 40,070/- (Article:48(g))	The second second second	Rs. 53/- (Article:E, E, M(b), H)
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing	the assement slip.(Urbai

Land Details:

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: JADAVPUR CENTRAL ROAD, , Premises No: 20, , Ward No: 095 Pin Code : 700032

Sch	Plot	Khatian		Use	Area of Land	SetForth	Market Value (In Rs.)	Other Details
No L1	Number (RS :-)	Number	Bastu	KOK	6 Katha 9 Chatak 5 Sq	10,00,000/-		Property is on Road
	Grand	Total :			10,8396Dec	10,00,000 /-	179,30,485 /-	

Structure Details:

Sch	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
NO	No Details	Ott dotta. 5	-	The second of th	Structure Type: Structure
S1	On Land L1	2000 Sq Ft.	1,00,000/-	13,50,000/-	Structure Type. Structure

Gr. Floor, Area of floor: 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

			Property and the second	
Takel .	2000 sq ft	1,00,000 /-	13,50,000 /-	
Total:	2000 54 11	1,00,0007	10,00,000	

Mrs REENA MAZUMDER Wife of Late DIPANKAR MAZUMDER 20, JADAVPUR CENTRAL ROAD, KOLKATA, City:- Not Specified, P.O:-JADAVPUR, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AExxxxxx5G, Aadhaar No: 70xxxxxxxx9829, Status Individual, Executed by: Self, Date of Execution: 20/05/2022

, Admitted by: Self, Date of Admission: 20/05/2022 Place : Pvt. Residence, Executed by: Self, Date of Execution: 20/05/2022

, Admitted by: Self, Date of Admission: 20/05/2022 ,Place: Pvt. Residence

Son of Late PRONAB KANTA MAZUMDER City:-, P.O:- BROOKLYN, New York, United States, PIN:- 011215 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, NRI/OCI/PIO, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/05/2022

. Admitted by: Self, Date of Admission: 20/05/2022 Place: Pvt. Residence, Executed by: Self, Date of

Execution: 20/05/2022

, Admitted by: Self, Date of Admission: 20/05/2022 ,Place: Pvt. Residence

Wife of Mr VISHVAJIT PANDYA B-502, SAMAY APARTMENTS, NEAR AZAD SOCIETY, AHMEDABAD, City: Not Specified, P.O:- AZAD SOCIETY, P.S:-SETELITE, District:-Ahmadabad, Gujarat, India, PIN:- 380015 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AGxxxxxx9F, Aadhaar No: 76xxxxxxxx6248, Status :Individual, Executed by: Self, Date of Execution: 20/05/2022 , Admitted by: Self, Date of Admission: 20/05/2022 ,Place: Pvt. Residence, Executed by: Self, Date of Execution: 20/05/2022

Admitted by: Self, Date of Admission: 20/05/2022 ,Place: Pvt. Residence

Developer Details :

Name, Address, Photo, Finger print and Signature SI No

1

45F/1C, MANICK BANDOPADHYAY SARANI, KOLKATA, City:- Not Specified, P.O:- REGENT PARK, P.S:-NIRMAN ASSOCIATES Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040, PAN No.:: AAxxxxxx6J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details:

Name, Address, Photo, Finger print and Signature No

1 Mrs PIYA ROY

Wife of Mr INDRAJIT ROY 24, MANDEVILLE GARDENS, KOLKATA, City:- Not Specified, P.O:-BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No .:: AGxxxxxx6F, Aadhaar No: 78xxxxxxxx6843 Status : Representative, Representative of : NIRMAN ASSOCIATES (as PARTNER)

2 Mrs KUNTALA DUTTA (Presentant) Wife of Mr SUBIR KUMAR DUTTA 45F/1C, MANICK BANDOPADHYAY SARANI, KOLKATA, City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx4Q, Aadhaar No: 39xxxxxxxx8460 Status : Representative, Representative of : NIRMAN ASSOCIATES (as PARTNER)

45.00	Photo	Finger Print	Clanatura
KUMAR DUTTA BISWANATH DUTTA BISWANATH DUTTA RE POLICE COURT, KOLKATA, Not Specified, P.O:- ALIPORE, S-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		- mgar Frint	Signature

Identifier Of Mrs REENA MAZUMDER, Mr SUVANKAR MAZUMDER, Mrs MADHUMITA MAZUMDAR, Mrs PIYA ROY, Mrs KUNTALA DUTTA

Trans	fer of property for L1	TEXAMINATION SELECTION SELECTION OF THE PROPERTY OF THE PROPER		
	From	To. with area (Name-Area)		
1	Mrs REENA MAZUMDER	NIRMAN ASSOCIATES-3.61319 Dec		
2	Mr SUVANKAR MAZUMDER	NIRMAN ASSOCIATES-3.61319 Dec		
3	Mrs MADHUMITA MAZUMDAR	NIRMAN ASSOCIATES-3.61319 Dec		
Trans	fer of property for S1	医子宫 医乳球		
SI.No	From	To. with area (Name-Area)		
1	Mrs REENA MAZUMDER	NIRMAN ASSOCIATES-666.66666700 Sq Ft		
2	Mr SUVANKAR MAZUMDER	NIRMAN ASSOCIATES-666.66666700 Sq Ft		
3	Mrs MADHUMITA MAZUMDAR	NIRMAN ASSOCIATES-666.66666700 Sq Ft		

Endorsement For Deed Number: I - 160405394 / 2022

ate of Market Value(WB PUVI rules of 2001)

fied that the market value of this property which is the subject matter of the deed has been assessed at Rs 92.80.485/-

Anupam Halder DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal

On 20-05-2022

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

Presented for registration at 16:30 hrs on 20-05-2022, at the Private residence by Mrs KUNTALA DUTTA,..

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

Execution is admitted on 20/05/2022 by 1. Mrs REENA MAZUMDER, Wife of Late DIPANKAR MAZUMDER, 20, JADAVPUR CENTRAL ROAD, KOLKATA, P.O. JADAVPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by Profession Others, 2. Mr SUVANKAR MAZUMDER, Son of Late PRONAB KANTA MAZUMDER, P.O: BROOKLYN, New York, United States, PIN - 011215, by caste Hindu, by Profession Service, 3. Mrs MADHUMITA MAZUMDAR, Wife of Mr VISHVAJIT PANDYA, B-502, SAMAY APARTMENTS, NEAR AZAD SOCIETY, AHMEDABAD, P.O: AZAD SOCIETY, Thana: SETELITE, , Ahmadabad, GUJARAT, India, PIN -380015, by caste Hindu, by Profession Others

Indetified 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 20-05-2022 by Mrs PIYA ROY, PARTNER, NIRMAN ASSOCIATES (Partnership Firm), 45F/1C, MANICK BANDOPADHYAY SARANI, KOLKATA, City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040

Indetified 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 20-05-2022 by Mrs KUNTALA DUTTA, PARTNER, NIRMAN ASSOCIATES (Partnership Firm), 45F/1C, MANICK BANDOPADHYAY SARANI, KOLKATA, City:- Not Specified, P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040

Indetified 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

Anupam Halder DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal

Chambel Light Side . Admissibility(Rule 43, W.B. Registration Rules 1962)

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

Ment of Fees

certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/05/2022 11:39AM with Govt. Ref. No: 192022230029831631 on 19-05-2022, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BROERC1 on 19-05-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 40,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2624, Amount: Rs,50/-, Date of Purchase: 22/04/2022, Vendor name: L K Das Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/05/2022 11:39AM with Govt. Ref. No: 192022230029831631 on 19-05-2022, Amount Rs: 40,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. IKOBROERC1 on 19-05-2022, Head of Account 0030-02-103-003-02

Anupam Halder DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - IV SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2022, Page from 183954 to 183998 being No 160405394 for the year 2022.



Digitally signed by ANUPAM HALDER Date: 2022.05.31 11:00:26 +05:30 Reason: Digital Signing of Deed.

(dlend.

(Anupam Halder) 2022/05/31 11:00:26 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)