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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

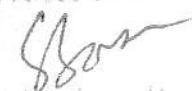
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-DEVELOPMENT AGREEMENT-

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 07TH DAY OF
SEPTEMBER, 2023 (TWO THOUSAND AND TWENTY-THREE), ANNO
DOMINI.

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


District Sub-Registrar-II
Alipore, South 24-Parganas

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7 SEP 2023

2924

01 SEP 2023

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

Name :Manish Deb Nath.....

Address :Advocate, Alipore police court.....

Vendor :Subhankar Das.....

Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27

Kol-27

01 SEP 2023



Shubhankar Das
S/o. Lt. Rakhal Ch. Das
Alipore police Court
Kolkata - 700027

District Sub Registrar-II
Alipore, South 24 Parganas
- 7 SEP 2023

BETWEEN

SRI NITISH KUMAR SEN (PAN: ATHPS 9784 R; AADHAAR: 6303 3210 2309),

Son of Late Sukhamoy Sen, by Occupation- Service; by Faith- Hinduism, by Nationality Indian and presently residing at AH/217, Salt Lake, Sector 2, Kolkata- 700 091, (Previously Resided at 1/14, Olai Chandi Road, Belgachia, Kolkata- 700 037) hereinafter called and referred to as the **LAND OWNER** (which term or expression shall unless excluded by or repugnant to the context shall mean & include their and each of their heirs, successors, executors, administrators, legal representatives & assigns) of the **FIRST PART**.

A N D

M/S. ASHIRBAD ENTERPRISE, a Sole Proprietorship Concern, having its Office at 4/59, Mukundapur, Post Office- Kalikapur, Police Station- Purba Jadavpur (previously Kasba), Kolkata- 700 099, District: South 24-Parganas and being represented by its Sole Proprietor **SRI SUDHIR DAS (PAN- AHFPD 7317 K; AADHAR NO. 5802 0826 0700)**, Son of Sri Amarendra Das, by Religion Hinduism, by Nationality- Indian, by occupation- Business and residing at 4/59, Mukundapur, Post Office- Mukundapur, Police Station- Purba Jadavpur, (previously Kasba), Kolkata- 700 099, District: South 24-Parganas, hereinafter called and referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Sole Proprietor's heirs, successors, executors, administrators, legal representatives & assignees) of the **SECOND PART**.

WHEREAS the Land Owner has agreed to authorize and entrust the Developer herein-named to construct a multi storied building on the said landed property more fully and particularly described in the **FIRST SCHEDULE**, according to the Plan, which will be sanctioned by the Competent Authority of The Kolkata Municipal Corporation and as per the following terms and conditions on which both the Parties have mutually agreed.



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AND WHEREAS in this agreement unless it be contrary or repugnant to the context the following words or terms shall have the following meaning: -

DEFINITION

- I} The "FIRST PART" shall mean and include the OWNER of the Land Property, which is more fully mentioned under the First Schedule hereunder written and his respective heirs and successors, representatives, legal representatives, executors and assigns.
- II} The "SECOND PART" shall mean and include the "DEVELOPER" and its successors-in-office, representatives, legal representatives, executors and assigns.
- III} The said "PROPERTY OR LAND" shall mean ALL THAT the piece or parcel of Land measuring or containing more or less 05 (Five) Cottah, appertaining to the Mouza-Barakhola, J.L. No. 21, Touzi No. 169, R.S. No. 40, under Khatian No. 147, Dag No. 143, S.R.O. & A.D.S.R. at Sealdah, Pargana- Khaspur, Police Station- Purba Jadavpur formerly Kasba, within the limits of Kolkata Municipal Corporation Ward No. 109, District: South 24 Parganas.
- IV} "PROPOSED BUILDING" shall mean, a multi-storied building (Ground+ Four) storied/ type, which is going to be constructed, on the said premises mentioned above, to be sanctioned by the Competent Authority of The Kolkata Municipal Corporation.
- V} "THE PLAN" shall mean the said Building Plan, to be sanctioned, by the Competent Authority of The Kolkata Municipal Corporation, for the purpose of construction of a Multi-Storied Building over the land and shall include any amendments and modifications thereof.
- VI} "THE ARCHITECT" shall mean any person or persons, Firms, Company with extraordinary credentials, appointed or nominated by the Developer from time to time for the purpose of construction of the new Building as per Building plan duly sanctioned by the Kolkata Municipal Corporation, with proper intimation and permission of the Land-Owner/s. During construction it is to be inspected by the duly qualified professionals and certified towards the work and workmanship are being done as per drawings and specification of material and a final certificate to be issued after completion.
- VII} "THE SALEABLE AREA" shall mean the space in the said proposed Building available for independent use and occupation including common portions and or common facilities (i.e. super built-up area).

BUILT-UP AREA shall mean Flat Area (including Partition Wall) along with proportionate share of the Staircase and Stair landing.

SUPER BUILT – UP AREA shall mean 25% of the Built – Up Area.

VIII} “LAND OWNERS’ ALLOCATION” shall mean, the Land Owner / First Party will be provided an area of 50% of the G+4 Construction area including Roof Covered open Car Parking from the Constructed area out of the total constructed area to be constructed on the basis of the Building Plan, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation -- (except the staircase portion, which shall be common to all the Owners)- TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at his own cost or at the cost of his nominees ALONG WITH the common users, facilities, amenities, liabilities and common roof right.

IX} “DEVELOPER’S ALLOCATION” shall mean the remaining construction area to be constructed on the basis of the Building Plan, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation TOGETHER WITH the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed will be of the Developer’s Allocation.

X} “COMMON PARTS, USERS AND FACILITIES” shall mean and include common passage, common users, staircase-cum-landing, equipment and accessories for common use and enjoyment.

XI} “PROPORTIONATE SHARE” means the share which is agreed to be fixed Owner’s and Developer’s shares respectively in the land, on the basis of the respective allocation.

DETAILS OF THE TITLE OF THE LAND

WHEREAS the Land Owner herein-named have become the sole and absolute Owner and Possessor, in respect of ALL THAT the piece and parcel of land, measuring about 05 (Five) Cottahs 00 (Zero) Chittacks 00 (Zero) Sq. Ft., appertaining to the Mouza- Barakhola, J.L. No. 21, Touzi No. 169, R.S. No. 40, under Khatian No. 147, Dag No. 143, S.R.O. & A.D.S.R. at Sealdah, Pargana- Khaspur, Police Station- Purba Jadavpur formerly Kasba, within the limits of Kolkata Municipal Corporation Ward No. 109, District: South 24 Parganas, from the then Owner namely Sri Sukhamoy Sen, by virtue of execution and registration of a Deed

of Gift dated 27.09.1996, the said Deed has been registered at the Office of the Additional District Sub Registrar at Sealdah and recorded in Book No. I, Volume No. 74, Pages from 00 to 29 and Being No. 2856 for the year 1996.

On and from the date of receiving the said property, the said Land Owner herein-named have started to possess and enjoy the said property and absolutely and without any disturbance and/ or hindrance from anybody and after measuring the said property, the land Owner have found that the net possessable land is 05 (Five) Cottah 00 (Zero) Chittacks 00 (Zero) Sq. Ft.

During his such absolute possession and enjoyment of the said property, the said Sri Nitish Kumar Sen, being the Land Owner herein-named, for the purpose of better utilization of the property and to gain something more out of his property, have mutually decided to raise a multi-storied building (Ground + Four as per sanction plan) over there on his Schedule mentioned landed property but not having so much man power and set-up, time to endeavor, as also with the intention to materialize his desire through a Developer, he has decided to entrust the above-named **M/S. ASHIRBAD ENTERPRISE**, to raise a Multi-Storied Building (Ground + Four) over there on his First Schedule mentioned landed property, under some specific terms and conditions.

Finding the project, a viable one the said Developer has agreed to take charge of the project, under some settled terms and conditions as mentioned herein.

TITLE ENTITLEMENT AND COVENANTS THEREOF: -

- a. The Land Owner do hereby declare that they have absolutely seized and possessed of the said premises, as enumerated under the FIRST SCHEDULE herein, without having any claim, right, title or interest of any person thereto and the said property is absolutely free from all charges, liens, demands, suits, requisitions/ acquisitions etc. and the Land Owner have good right, title, interest and power to enter into this Agreement with the Developer for the purpose contained in these presents.
- b. The Land Owner hereby further undertakes that the Developer shall be entitled to construct and complete the proposed building in the said Premises, more fully described in the First Schedule hereunder as per the Building Plan, to be sanctioned by The Kolkata Municipal Corporation at the cost and expense of the developer.

- c. The Land Owner further covenants that there is no excess vacant land within the meaning of Urban land (Ceiling & Regulation) Act. 1976.
- d. The Developer is entering into this Agreement, on the basis of the representation made by the Land Owner that he is the absolute owner of the said property having indefeasible right and title of premises thereunto.

Covenants: -

1. Developer to apply for and obtain permissions and sanctions plan preferably within a period of six months from the date of execution of this development agreement and if possible, obtain any amendment/modification of the plan from Kolkata Municipal Corporation.
2. Developer to get sanction from the **RERA** authority if the approval of the said authority is at all required necessary for the purpose of adherence of law.
3. The parties herein will abide by articles hereunto written in this agreement and all other terms and conditions concomitant to this indenture. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the said property or any part thereof to the Developer or as creating any rights, title, interests or possession in respect thereof the Developer other than an exclusive license to the Developer to residentially/commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new building in the manner hereinafter stated.
4. This agreement commences and shall be deemed to have commenced with effect from the date of execution of this indenture and shall remain valid or in force as per the tenure specifically mentioned in this agreement.
5. The proportionate ratio of owner's allocation and developers' allocation will be 50:50 in the proposed G+4 building. The land owner will get 50% as Roof Covered open Car Parking Space in the ground floor, Entire 2nd (Second) floor; 50% of the 3rd Floor (back of road side); 50% of the 4th Floor (Front of road side).

Sudhir Das
Nishik Kumar Sen

It is pertinent to mention ^{here} ~~here~~ that the entire Roof Right of the proposed G+ 4 Storied building shall be of DEVELOPER'S Allocation, if the competent Authority of the KMC will allow/approve to construct another floor upon that particular Roof of the G+4 storied Building, wherein developer will have the right to sign on the revised sanction plan and all related documents; then the Roof will be the Common for all, that may be entire or may be 50% of the Roof.

6. The developer is bound to hand over the owner's allocation as mentioned in this indenture and will procure the Completion Certificate from the competent authority. If the developer fails to secure the completion certificate it will be treated as breach of contract thereby the landowner will have every right to cancel this agreement and the developer will bound to pay the compensation for the damage done to the landowners as per the demands of the landowner.
7. The landowner will also have every right to appoint architect/ engineer / technical person to visit the construction site and to inspect the construction works as will be carried on by the developer to

satisfy themselves that construction is going on as per the specification as mentioned in this indenture and if any adverse is found which will affect the interest of the landowner, the same will be treated as breach of contract and the development agreement will be rescinded giving a proper notice to the developer.

8. It is pertinent to mention here that the developer cannot transfer or assign this agreement under any circumstances whatsoever to any third party, if situation arises, the developer will otherwise hand over the project to the owner with landowner's terms.
9. Modification of Building Plans: Any amendment or modification to the building plan, as suggested by the Architect, may be made or caused to be made by the developer, with the prior permission, intimation and knowledge of the owner/his representative, within the permissible limits of the Planning Authorities and after amendment and modification or revision of the sanctioned building if any floor area is increased the landowner will be entitled to get share of the added floor area proportionately.
10. The land owner shall grant to the Developer and/or its nominated person a General Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permissions and sanctions from different authorities in connection with the construction of the building and also for pursuing and following up the matter with concerned Municipality and other authorities including for the purpose of entering into an deed of conveyance in connection with the sale of the flat/flats out of the Developer's allocation and be it be noted that after first delivering the possession of owner's allocation satisfactorily in habitable condition the developer will be permitted/entitled to execute the sale deed in respect of the developer's allocation.
11. That proper and specific demarcation of owner's allocation and developer's allocation to be mutually done by the parties herein after the building plan to be sanctioned by the competent authority and thereby executing and/or registering a supplementary agreement to that effect for their better enjoyments and thereby if any dispute and differences arise the landowner's decision will be final.
12. The developer shall complete the entire process of development of the said premises as per the time stipulated in this instant development agreement, if adverse to the same is happened it will be treated as breach of contract thereby the landowner will have every right to cancel this agreement and the developer will be bound to pay the compensation for the damage done to the landowners as per the demands of the landowners.
13. The developer shall be responsible for marketing of the units in the building out of developer's allocation. The marketing strategy, budget, selection of publicity material, media etc. in respect of the developer's allocation shall be decided by the developer with the consent of owners.
14. Cancellation: In the event of breach of any of the article of this agreement the landowner only can cancel or rescind this indenture and may appoint an arbitrator thereby to reconciliation of the disputes.
15. The original deeds/certified copies and photocopies of all relevant title deed, chain deeds and documents in respect of ownership and possession of the owners will be kept under the custody of the landowner exclusively. On demand of the developer the same shall be handed over to the developer at the point of necessity for time to time, after completion of the work of the said original

documents, the developer should immediately hand over the said original documents to the landowners/his representative.

16. The developer shall have full power and authority to sell the developer's allocation in respect of said multi-storied building to any intending purchaser/s at its sole discretion after first handover the owner's allocation to the landowners in habitable conditions.
17. There will be common boundary wall for the two adjacent plots, one belonging to Mr. Nitish Kumar Sen being landowner to this development agreement, being L.R. Dag No. 327 (Plot No. 90 B) and other belongs to his brother Mr. Pritish Kumar Sen being L.R. Plot no. 188 (Plot No 90 A). It is further agreed upon by and between the parties that both the proposed multistoried buildings, one is pertaining to the landowner Sri Nitish Kumar Sen and other to his brother Sri Pritish Kumar Sen, will have the same common entrance and both will have the common easement right over the common entrance and the boundary wall.
18. In absence of and /or non-availability of Sri Nitish Kumar Sen, the developer will consult with his brother Sri Pritish Kumar Sen get it approved by him in respect of sanctioned plan, modification to the sanctioned plan and any other matters as and when required.

EXCAVATION, DEVELOPMENT AND COVENANTS THEREOF: -

- i) After execution and registration of instant Agreement, the Land Owner shall put the Developer into Joint possession with them in the said premises and the Land Owner do hereby authorize the Developer for development and construction of the proposed building for residential purpose contemplated these presents and after completion of the proposed ((Ground + Four Storied) Building, as per the Building Plan to be sanctioned, the Developer will deliver the possession to the Land Owner of his allocation by issuing Letter of Possession more-fully stated in the Second Schedule herein below and the Developer will be free from the obligation after handing over the Owner's Allocation to the Owner.
- ii) The Developer herein may enter into any Construction Agreement unto any person, organization or firm for development of this property.
- iii) The Developer **shall not provide any shifting charges to the Land Owner** herein.
- iv) The Developer hereby undertakes to complete the construction of the proposed building in accordance with the Plan, to be sanctioned by the authorities consisting of Flats, Car Parking Spaces and common portions etc. at the costs of the Developer and/or at the cost of the proposed buyers by taking advance from them against respective Agreement for Sale.
- v) After completion of construction the Developer shall be entitled to complete the sale of the Flats, Car Parking, etc., to the intending Purchaser/ s out of his allocation, together

with proportionate share in the land of the said premises by virtue of Registered Deed of Conveyance to be executed by the Land Owner herein through the Developer, being their constituted Attorney, in favour of the intending Purchaser/s to be confirmed by the Developer herein. It is to be mentioned here that the Land Owner herein will be under strict obligation to take the delivery of the possession of his Owner's Allocation within 30 (Thirty) days from the date of intimation, to be made by the Developer.

vi) The Developer shall submit the Building Plan (after verification by the Owner) with its modification and / or alteration, if any, to The Kolkata Municipal Corporation and / or to the appropriate authority for its modifications or approval in the names of the Land Owner for completing construction of the said proposed building at the said premises expeditiously and without any delay with due consent and prior approval of the Land Owner and the Architect herein and all expenses thereto shall be borne by the Developer.

In this context, it is to be mentioned here that if the Land Owner will make any modifications or alteration out of their allocation, after getting the required Building Plan, sanctioned from the Competent Authority of The Kolkata Municipal Corporation, then the Land Owner have to bear the expenses for regularization of the same.

vii) The Developer will be under the obligation to raise the construction of the proposed building, as per the Building Plan, to be sanctioned by the Competent Authority of The Kolkata Municipal Corporation, but during the process of construction, if the Developer will make any deviation, addition and/or alteration, subject to the approval of the Engineer and/or Architect, engaged for the Project and the same must be approved and/or regularized by the Competent Authority of The Kolkata Municipal Corporation, at the costs and responsibilities of the Developer and the Developer will remain positively liable to avail the required Completion Certificate from the Competent Authority of The Kolkata Municipal Corporation at its' own costs, after completion of the construction of the proposed building.

viii) All applications, plans, papers and documents referred hereinabove for the purpose of obtaining the necessary modification of the building plan/plans for construction of the proposed building, shall be submitted by the Developer in the names of the Land Owner PROVIDED always that the Developer shall be exclusively liable to bear all such expenses and on behalf of the Land Owner, Developer shall make all payments and / or deposits to the appropriate or Concerned Authority.

- ix) The Land Owner shall render all reasonable assistance or co-operation to the Developer necessary for applying and/or obtaining quotas, permissions, clearance, approvals from the Authority or Authorities concerned and other Authorization required to sign, make, file, amend, prosecute withdraw and/or to follow up the same and/or do all other acts deeds matters and things necessary for such purpose.
- x) The Land Owner and the Developer shall abide by all the terms and conditions contained herein and the Rules and Regulations of the Authorities concerned for its implementation as the case may be and shall attend to answer them.
- xi) Any outstanding payment of rents, rates and taxes etc. before the Competent Authority of The Kolkata Municipal Corporation and B.L. & L.R.O. will be the responsibility of the Developer and the responsibility of regularization of the property in respect of The Kolkata Municipal Corporation and B.L. & L.R.O. for the purpose of materialization of the project will be the responsibility of the Developer and the Land Owner shall assist in all respect towards the same, the Developer will make payment of all payables in respect of the Project during the continuation of the Project and only after getting the possession of the Allocation of the Land Owner, the Land Owner will become duty bound to pay the proportionate share of all payables in respect of their allocation.
- xii) That the Developer shall take all necessary steps to pay all taxes and the outstanding Government Revenue and all other outgoings thereto from the date of handing over possession and previous tax of the said premises till the date of delivery of the Land Owners' Allocation.
- xiii) The Developer will be at liberty to put its' name anywhere in the property by fixing board or by any other method for the purpose of advertisement or to bring the notice of the General Public about the construction and the Land Owners and / or their nominee or nominees will never obstruct in that case, unless the same in any way hurts anybody's interest.
- xiv) That the Land Owner shall have full right and liberty to inspect all the building materials, sanitary goods, electrical fittings and fixtures, etc. which are to be used for construction of the proposed building.

PROPOSED CONSTRUCTION AND COVENANTS THEREOF:

- i) After execution of this Agreement the Developer shall construct the said proposed building in workmanship like manner in accordance with the Building Plan, to be sanctioned by The Kolkata Municipal Corporation with standard building materials and facilities and in conformity with the Building Rules.
- ii) The Developer shall be authorized in the name of the Land Owner in so far as it necessary to apply for and obtain quota, entitlement and other allocation for cement, steel, bricks and other materials allocable to the Land Owner for the construction of the proposed building and similarly to apply for and obtain temporary and/ or permanent connections of Electricity and Water Supply, if any, necessary for the construction of the proposed building and for all commission and omission in respect of the above, the Developer shall remain responsible and liable.
- iii) Barring *force majeure* and / or circumstances beyond its control i.e. flood, earthquake, cancellation of plan, delay in availability of building materials under quota, strike, change in Government policies, any legal or other litigation, the Developer will complete the construction of the said proposed building in the said premises expeditiously **within 24 (Twenty Four) Calendar Months from the date of the sanction of building plan from The Kolkata Municipal Corporation,** failing which the time for completion of the Building may be extended for a further 06 (Six) months.
- iv) The Certification of the Architect so appointed in respect of the quality of the material used in the said building shall be final and binding to the Land Owners as well as the Developer subject to the further inspection of the concerned authority of The Kolkata Municipal Corporation.
- v) The Developer, after execution of this document, shall regularize the papers and / or documents in respect of the said property before the Competent Authority of The Kolkata Municipal Corporation and B.L. & L.R.O. and shall also have to get the necessary Mutation and Conversion Certificate, at the cost and expenses of the Developer.
- vi) The Developer shall be liable to hand-over the Owners' Allocation in the proposed Building as per specification mentioned in the FIFTH SCHEDULE hereunder written within 24 (Twenty-Four) months from the date of Sanction of Building Plan from the Authority

Concern. If the Developer fails to handover the Owners' Allocation within the stipulated period mentioned above the Developer shall be liable to pay the Land Owners' an amount of Rs. 25, 000/- (Rupees Twenty-Five Thousand) only per month as compensation till handing over the Allocation to the Land Owners.

vii) It is pertinent to mention herein that the nature of the Schedule mentioned Landed Property is "SHALI" which should be convert to "VASTU" and after conversion of the proposed land the Developer shall arrange for Sanction Building Plan within 06 (Six) months. Otherwise, the Land-Owner shall have every right to rescind/ Cancel this Particular Development Agreement.

CONSIDERATION AND COVENANTS THEREOF:

i) All costs of construction as to be so incurred by the Developer on behalf of the Land Owners shall be deemed to be the payment made by the Land Owners towards the consideration for the permission given by the Land Owners to utilize their land for construction of the proposed building and for the cost of the construction of the Land Owners' allocation in the said proposed building in its habitable conditions and upon making all arrangements to put the Land Owner in occupation in his allocated portion together with proportionate share in the land and the common areas and facilities available in the said proposed Building and the Certificate of the Architect so appointed regarding the completion thereof shall be final and binding upon the parties hereto.

ii) For the part of the Developer's Allocation as aforesaid in the said proposed building, the Developer shall be entitled to charge a remuneration out of costs for construction to be collected from the proposed buyers of the entire saleable area out of it's allocation in the proposed building to be constructed by the Developer at its own costs and / or at the expenses of the proposed buyers or expected buyers of the flats, garages, spaces, etc., and the Land Owners shall not interfere with the Developer's fixing any rate for construction of the proposed flats, garages, etc., within their allocated portion to the respective Purchaser/s of the said flats and also shall not be entitled to claim any portion thereof.

iii) That all the expenses in respect of searching and investigation of title of the said premises, documentation, execution and registration thereof shall be borne and paid by the Developer solely.

COMMON FACILITIES AND LIABILITIES AND COVENANTS THEREOF.

- i) After the execution of this Agreement all taxes and other outgoings in respect of the said properties shall be paid and borne by the Developer and there after the Developer shall be liable to pay in proportion for the undelivered and unsold flats out of it's allocation.
- ii) As and from the date of handing over the physical possession of the Land Owners' Allocation of the flats, etc., to the Land Owner, the Land Owner shall be responsible to pay and bear all rates, taxes, service charges etc., for the common facilities / portions of their allocated portion in the proposed building proportionately and for flats wholly and for the saleable space, under the Allocation of the Developer, as kept by the Developer, the Developer shall be liable for payment of the same in the above manner.

COMMON USE AND ENJOYMENT AND COVENANTS THEREOF:

The Developer herein on transfer of all the flats to the lawful owners/proposed buyers or to any other occupier shall cause to form a Society, making the Owner and the Occupiers of the flats and all the prospective buyers, members thereof for maintenance and management of the proposed building, common portions thereof etc., and the Land Owners herein shall not object to that.

IT IS FURTHER DECLARED AND AGREED BY AND BETWEEN THE PARTIES HEREIN:

- i) The Developer after examination of all documents, which are produced before them, title of the Land Owner and being fully satisfied with the marketable title has entered into this agreement.
- ii) That the Land Owner and the Developer have entered into this Agreement purely on a principal basis and nothing stated herein shall be deemed or constructed as a Partnership between the Developer and the Land Owner nor shall be the Developer and the Owner in any manner constitute as an association of persons and each party shall keep the other indemnified from and against the same.
- iii) After execution of this Agreement, the Developer shall be entitled to enter into Agreement for Sale of self-contained flats and Car Parking Space or any portion of the proposed building out of the Developer's allocation except the Owners' allocation, with any

prospective buyer or buyers and the Developer shall also be entitled to receive money as advance and/or part payment of the consideration for the sale of any flat or any portion thereof at the Developer's price at its own risk and responsibility.

iv) The Developer will be under the obligation to put the Land Owner into the possession of the Allocation of the Land Owner in full complete condition of the building and the Developer is entitled to put any Third Party / Purchaser / s into the possession, in respect of the Developer's Allocation and/or any part thereof or execute and make the same registered any type of Deed of Transfer (including Deed of Sale) to and in favour of any intending Purchaser/s, but during the process of construction, the Developer will become entitled to enter into any Agreement for Sale with any intending Purchaser /s in respect of the Developer's Allocation and/or any part thereof and may receive the consideration amount and/or any portion thereof from the intending Purchaser/s at the risk and responsibility of the Developer.

v) The Land Owner shall at the request of the Developer, execute and register with the Competent Authority the required General Power of Attorney, in favour of the Developer, on the strength of which the Developer will become eligible to execute the required Deed or Deeds of Sale of any flat/s or any portion of the said building from the Developer's allocation to every intending or prospective buyer or buyers, on behalf of the Owner and the Developer shall join the said Deed as Developer / Confirming Party.

vi) The Developer shall have absolute right to sell, lease or utilize the entire portion of the said proposed building except the Owners' allocation in lieu of and/or as and by way of cost of construction along with the remuneration of the Developer for the construction of the building, described in the Third Schedule only and the said Developer shall be liable to pay all taxes and outgoings including Income tax thereof for its' transfers and/or assignments.

vii) The Land Owner shall not claim any part of the consideration as may be mentioned in the proposed Deed of Sale in respect of the Developer's allocation to be executed by the Land Owners and the Developer, in favour of any buyer of any flat or any portion thereof together with proportionate share or interest in the land and the Developer shall be entitled to appropriate the entire sale proceeds of the said sale.

viii) The consideration money which will be mentioned in the Deed of Sale executed by the Owner, through their constituted Attorney, in favour of the buyer and/or transferee out of the Developer's allocation or any portion thereof, shall not be treated or considered under

any circumstances as income of the Land Owner and the Land Owner shall not be liable to pay any tax in respect of the said money. Subject to the aforesaid, the Land Owner and/or their constituted Attorney shall be liable to execute the Deed of Conveyance for transfer in favour of the prospective buyer or buyers the proportionate share or Interest in the land only.

ix) The Developer shall not be entitled to claim any money from the Land Owner for the construction of the said building and also for Land Owners' allocation.

x) The Land Owner do hereby authorize and fully empower the Developer to prepare and to do all acts deeds and things which will be necessary to be done by the Land Owner for construction of the building, upon the land described in the First Schedule hereunder written pursuant to this Agreement only and in that respect the Land Owner shall execute and register the necessary General Power of Attorney in favour of the Developer to do all the acts, deeds and things in respect of the disposal and execution of the Deeds by the Developer for and on behalf of the Land Owner, as their Attorney, but the right and power of disposal and execution of the Deed / s will be in respect of the Developer's Allocation only.

xi) If any dispute or differences arises between the parties for the implementation of the terms of this agreement or regarding the interpretation of the language of this Agreement or in respect of any of the terms of this Agreement, both the parties shall refer the same to any Arbitrator, the parties hereto both do hereby nominate *in consensus*, whose decision in resolving the matter in dispute shall be binding upon the parties hereto and each of them undertake to abide themselves by such decision and all dispute between the parties herein shall be governed by the Arbitration and Conciliation Act, 1996.

It is to be mentioned here that in case of dissatisfaction and/or disagreeing by the Parties, they or any of them may seek any other relief from any Jurisdictional Court of Law for proper relief on the basis of any applicable Law/s in force.

xii) In case of natural calamity or change of the law or any unforeseen circumstances, not for any act or negligence arising out of the works of the Developer, if the construction of the building will not be completed within the stipulated time or the construction is delayed the time will be extended by the parties on mutually agreed terms as aforesaid.

xiii) The Land Owner shall under no circumstances create any impediment or obstruction to the smooth construction of the building as per the building plan to be sanctioned by The Kolkata Municipal Corporation and render all possible co-operations but the Land Owner

shall have access to the construction site for inspection of the progress of the work and in case of any untoward incident or violation of the terms of the Agreement, the Land Owner will become entitled to take necessary action for the same against the Developer.

xiv) It is hereby agreed that the Land Owner is under the strict obligation to pay up-to-date all the dues and arrears, in respect of the property tax and the Developer shall pay all rent, rates & taxes to the Concerned Authorities after taking the physical possession of the said land property and upon delivery of the possession of the respective portion and/or portions after issuing Letter of Possession and/or executing Sale Deed and/or Deeds to the respective Owner and/or Owner the liability of paying all kinds of rates and/or taxes and/or other outgoing liabilities in respect of the said proposed building will proportionately devolve upon the respective Owner/s.

xv) The Land Owner do hereby give license and permission to the Developer and/or their representative/s, to enter upon the said property described in the Schedule written below or any part thereof as aforesaid with full right and authority to commence, carry on and complete the said construction work thereon in accordance with the permission herein given.

xvi) The Land Owner or his appointed or nominated person/s will be under the obligation to sign and execute from time to time the papers and the necessary applications for layouts, sub-division, construction of the building for the approval by The Kolkata Municipal Corporation or other Authorities but all the costs, charges and expenses including the charges for Architect in this connection shall be borne and paid by the Developer and it shall hereby indemnify and keep indemnified the Land Owner from and against all the actions, suits, proceedings, fines, penalties, fees and all costs, expenses, charges and damages incurred and/or suffered by the Land Owner.

xvii) If necessary, the Land Owner or their nominated or constituted person/s will be under the obligation to sign all the application or papers for seeking necessary permission and sanction by the Competent Authority of the State Govt. under the provisions of the Urban Land (Ceiling and Regulation) Act, of 1976 for the transfer of the said property described in the Schedule hereunder written either by one Deed or as many deeds as required in favour of the Competent Person. However, it will be the responsibility of the Developer to file application and/or applications with the Concerned Authorities and pursue the said application/s and obtain the said permission of the State Government and/or Competent Authority at its own costs, expenses, charges and risks.

- xviii) The Land Owner have not agreed, committed or constructed or entered into any Agreement including Agreement for Sale or Lease in respect of the said property with any other Firm or company other than this Developer and that they have not created any mortgage, charge or any other encumbrances of the said property as mentioned herein.
- xix) The Land Owner have not done any act, deed, matter or thing whereby or by reason whereof, the development of the said property may be prevented or affected in any manner whatsoever.
- xx) The Land Owner have not received any notice from the Government nor from any local body or authority or body nor has any type of notice been served upon any of them.
- xxi) Simultaneously with the execution of this Agreement the Land Owner shall deliver all the original documents relating to the right, title, interest and possession of them in the said property and the Developer will grant proper receipt to that effect and the Land Owner undertakes to hand-over all such other original documents to the Developer. And after completion of the work of the said original documents, the developer should immediately hand over the said original documents to the landowners/his representative.
- xxii) It is assured by the Land Owner that he will give marketable title to the said property relating to the Schedule below and in the event of any disputes over such property the Land Owner will resolve and settle the same at their own cost and expenses but if required the Developer will co-operate the Land Owner keeping themselves within the jurisdiction of Law.
- xxiii) The Developer and it's men, agents, engineers, architects, masons, labours, contractors will have free access at the said premises and will take all necessary steps/actions required for implementation of the project by construction of Building on the said property, inviting buyers by putting on banners and advertisement in respect of its allotted portion and also by publication in the paper and the Land Owner will not raise any objection or put any question or ask anything for the same if not prejudiced in any way.
- xxiv) The Land Owner further undertakes to execute and register a Power of Attorney in favour of the Developer simultaneously with the execution of this Agreement or afterwards when required conferring authority to dispose of the Developer's allocated portion in the said building by executing and registering Deeds of Sale in favour of intending buyers.
- xxv) It is agreed upon that, if for any reason the Land Owner cannot able to register a General Power of Attorney in favour of the Developer or it's nominated person/s, conferring

rights upon it to transfer it's allocated portion, within the said building in favour of the intending buyers by executing and registering Deeds of Sale, the Land Owner undertake to execute and register such Deed of Sale in favour of the intending buyers selected and/or nominated by the Developer with regard to the allotted portion of them in the said proposed building and also proportionate land interest along with the other common facilities and rights of the said building without raising any question and/or objection and/or requisition.

xxvi) The amount realized by the sale proceeds of the Developer's allocation along with the proportionate land interest and common rights and facilities will be considered as consideration money and will get adjusted against the cost of construction of the building and also remuneration for preparation of plans, costs and fees for sanction of the same and other miscellaneous expenses incurred by the Developer (i.e. the same will be adjusted against it's account).

xxvii) In case of death of any of the Parties under this Agreement the legal heirs and/or successor-in-interest will be substituted as the party and he or she or they will be bound to regard and fulfill the terms and conditions set-forth in the instant Agreement.

xxviii) The Developer shall indemnify and keep indemnified the Land Owner against all losses, damages, costs, charges and expenses that will be incurred by or suffered by the Land Owner arising out of any breach of any of these terms or any law, rules or regulations or due to accident or any mishap during construction and vice-versa will happen due to any claim made by any Third Party in respect of the title or possession of the property or otherwise howsoever.

xxix) The Developer shall be entitled to enter into separate contracts in it's own name with building contractors, architect and others for carrying out the said constructional work at it's own risk and costs.

xxx) If any accident or mishaps occurs during the construction of the building, the Developer shall be solely liable for the same and in any circumstances, the Land Owner shall not have any liability.

xxxi) If during the mid-way of construction, the work of construction is stopped, by the Land Owner illegally or the Agreement is cancelled by the Land Owner illegally or the Developer is restricted illegally to construct, then the Developer will be at liberty to claim for it's investment, charges for labour, set-up, ideas and profit in addition with the interest on investment and damages also and then the Land Owner will stand liable to reimburse the

same as per the Bill raised on scrutiny, but in case the Developer could not be able to complete the construction within the stipulated period then the Land Owner may cancel the Agreement and then the Developer will remain entitled to get refund of it's investments etc. as mentioned above and to release the Project.

xxxii) If any Supplementary Agreement will be executed subsequently (in connection with this Agreement or with this Project) then that must be considered as the part and parcel of the instant Agreement.

xxxiii) Be it noted that by this Development Agreement the Developer shall only be entitled to receive consideration money by executing Agreement/Final Document for transfer of Property as per provisions laid down in the said documents as a Developer without getting any Ownership of any part of the property under Schedule. This Development Agreement shall never be treated as the Agreement/Final Instrument for transfer of the property between the Owner and the Developer in any way. This clause shall have over reading effect to anything written in these documents in contrary to this Clause.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE LANDED PROPERTY)

ALL THAT the piece and parcel of Bastu Land measuring about 05 (Five) Cottah 00 (Zero) Chittacks 00 (Zero) Sq. Ft., ^{Along with 100 Sq. Ft. Tin Shaded structure there on} appertaining to the Mouza- Barakhola, J.L. No. 21, Touzi No. 169, R.S. No. 40, under Khatian No. 147, Dag No. 143, S.R.O. & A.D.S.R. at Sealdah, Pargana- Khaspur, under Police Station- Purba Jadavpur formerly Kasba, **KMC Premises No.- 194, Barakhola, having mailing address 1/14, Olai Chandi Road**, within the limits of Kolkata Municipal Corporation Ward No. 109, Kolkata- 700037 District: South 24 Parganas being Assessee No.- 311090201947.

The property is butted and bounded by:

ON THE NORTH	:	Plot No. 89;
ON THE SOUTH	:	Common Passage;
ON THE EAST	:	Plot No. 90 C, Mr. Sukhamoy Sen;
ON THE WEST	:	Plot No. 90 A, Pritish Kumar Sen.

ZONE: (AMRI---- Rest)

THE SECOND SCHEDULE ABOVE REFERRED TO:

(PARTICULARS OF THE LAND OWNER'S ALLOCATION)

The **LAND OWNER'S ALLOCATION** shall mean, the Land Owners / First Parties will be provided an area of (i) 50% from the Ground Floor as Roof Covered open Car Parking Space, (ii) Entire Second Floor (iii) 50% of third Floor (back side) (iv) 50% of the fourth floor (Front – road side), from the Constructed area out of the total constructed area to be constructed on the basis of the Building Plan, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation -- (except the staircase portion, which shall be common to all the Owners)- **TOGETHER WITH** the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed by the Developer at his own cost or at the cost of his nominees **ALONG WITH** the common users, facilities, amenities, liabilities and **It is pertinent to mentioned here that the entire Roof Right of the proposed G+ 4 Storied building shall be of DEVELOPER'S Allocation, if the competent Authority of the KMC will allow/approve to construct another floor upon that particular Roof of the G+4 storied Building , wherein developer will have the right to sign on the revised sanction plan and all related documents; then the Roof will be the Common for all, that may be entire or may be 50% of the Roof.**

THE THIRD SCHEDULE ABOVE REFERRED TO:

(PARTICULARS OF THE DEVELOPERS' ALLOCATION)

The **"DEVELOPER'S ALLOCATION"** shall mean the remaining construction area to be constructed on the basis of the Building Plan, as may be sanctioned by the Competent Authority of The Kolkata Municipal Corporation **TOGETHER WITH** the undivided, indivisible, proportionate share of the land underneath the said building and common areas and facilities to be constructed will be of the Developer's Allocation **ALONG WITH** entire **Roof Right of the proposed G+ 4 Storied building.**

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(PARTICULARS OF THE COMMON AREAS)

1. Boundary walls, parapet walls, common drain, sewerage system, roof & common spaces.
2. Common Staircase.

3. Underground water reservoir, septic tank, overhead tank.
4. Room for Electric Meter and Pump motor.
5. Main entrance gate from public road to the said proposed building.
6. Entrance passage of the building to be the common entrance from Public Road to proposed building.
7. Water connection pipe lines.
8. Common egress and ingress to the other parts of the said proposed building.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(GENERAL SPECIFICATION)

STRUCTURE: The structure will be a R.C.C. Structure made up with all types of standard materials. TATA/SRMB/ELEGANT (preferably TATA) to be used for construction. OPC (Ordinary Portland Cement of good make like ACC/ Dalmia/Ultratech/Ambuja/JSW to be used for the entire construction including the structure)

WALLS: All the inner & outer walls would be made up with bricks and composition of medium coarse sand and good quality cement as available in the market. The thickness of exterior walls will be 8" and the thickness of the inner walls will be 3" and the thickness of the common walls will be 5". Good quality burnt bricks such as AKHRA and good quality river pit and such as MOGRA to be used for the entire construction.

FLOORING: All the floors (i.e., of rooms, verandah, kitchen & bathroom) will be made by Marbles of 2'x2' / Vitrified Tiles, Dining cum Drawing with white 2'x2' Marble slab / Vitrified Tiles and the Staircases landing will made by Marble.

KITCHEN: Kitchen will be provided with 2'x2' Vitrified Tiles on Floor and dado finish with Glazed Tiles up to 3'-0" from GRANITE Cooking Top and one steel sink will be provided therein and 2 tap connections will be therein kitchen.

BATHROOM: In all the Toilets and W.C. 1'x1' Tiles floor and Dado finish with white glaze tiles of 8"x12" up to the level of 5' from the floor as per the height from the lowest level of the floor top of the Bathroom. All the Bathrooms will be provided with Western Style White coloured Commode and Two Tap connections and One Shower Connection and Two Cistern connection. All Sanitary fittings will be made by Standard Quality material as available in the market.

DOORS: All the doors of each of the flats will be Flush Door having wooden frame of Sal wood. The Bathroom will be provided with PVC type door. The Kitchen Shall be open with Dining Room. One Collapsible Gate will be provided in the Main Entrance of the Building.

WINDOWS: All the windows will be so called aluminum sliding window with open pans having the pans fitted with glass. All the windows will be covered by painted M.S. Ornamental Grill.

WALL FINISH: Inside walls will be putty finishing and outside walls will be finished with Cement based paints (Snowcem).

ELECTRICAL FITTINGS & FIXTURES: Each of the Bed & Dining rooms will be provided with 02 numbers of Light points, 01 number of fan point and 01 number of 5 Amp. Plug point & One 15 Amp. Plug Point; the kitchen will be provided with 01 light point and 01 exhaust fan point and one 15 amp. Plug point and the bathrooms will be provided with 01 light point and 01 exhaust fan point and one Geyser Point will be provided and with one 15 amp. Plug point. All Master Bed-Room will be provided one A/c Point. The responsibility for installation of the main / common Electric Meter will be with the Developer i.e., the Second party herein but, the cost of the same shall be proportionately share / borne by the Occupiers / purchasers / Land Owner proportionately.

STAIR: The flooring of the stair case and landings will be finished with Marble having M.S. Grill guard and the walls of the stair case will be finished with Plaster of Paris.

STAIR HEADROOM: The walls of the stair head room will be brick built with lime wash or similar colour wash finishing and having R.C.C. roof, the top of which will be finished with net cement.

OVERHEAD TANK: The overhead tank will be of P.V.C. made of any recognized company available in the market like Sintex, Patton etc.

RESERVOIR: The underground reservoir will be made up with standard brick walls with RCC top slabs.

SEPTIC TANK: The underground septic tank will be made up with standard brick walls with RCC top slabs.

LIFT: Excellent quality lift with Good operational, High uptime and less maintenance cost to be provided.

Wherever it requires the common portions and/or passages will have net cement finishing.

One main Meter will be provided in the building.

The Land Owner and Purchaser/s shall remain liable to bear the separate Meter cost.

A/C line will be charged Rs. 5, 000/- extra per point to be paid by the Land Owner / Purchaser/s if asked for.

: NOTE :

For any extra work other than the specifications the individuals have to bear the extra cost and / or difference of cost.

IN WITNESS WHEREOF the Parties herein have set and subscribed their respective hands and signatures on the day, month and year above mentioned after going through the contents herein, understanding the meaning of the same and realizing the results thereof.

IN THE PRESENCE OF:

(1) Prithish Kumar Sen
(PRITHISH KUMAR SEN)
S/o: SUKHANU SEN
Sunny Apartments,
61 E Moore Avenue
Kolkata - 700 040

Prithish Kumar Sen.

SIGNATURE OF THE LAND OWNER

(2) Shubhendu Das
S/o - Mr. Rakhal ch. Das
Alipore police Court
Kolkata - 700 027

ASHIRBAD ENTERPRISE

Sudhir Das
Proprietor

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:

Manish Debnath

MANISH DEBNATH

ADVOCATE

REGD. NO. WB- 756 / 2001

ALIPORE JUDGES' & CRIMINAL COURT,

KOLKATA- 700 027.

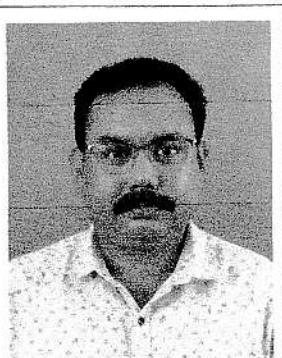


	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					

NAME: **SRI. NITISH KUMAR SEN**

SIGNATURE.....*Nitish Kumar Sen*.....



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
LEFT HAND					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
RIGHT HAND					

NAME: **SRI SUDHIR DAS**

SIGNATURE.....*Sudhir Das*.....



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



192023240207733128

GRN Details

GRN:	192023240207733128	Payment Mode:	SBI Epay
GRN Date:	07/09/2023 11:05:41	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4323419743817	BRN Date:	07/09/2023 11:06:06
Gateway Ref ID:	2856502142	Method:	IDBI Bank-Retail NB
GRIPS Payment ID:	070920232020773311	Payment Init. Date:	07/09/2023 11:05:41
Payment Status:	Successful	Payment Ref. No:	2002243448/1/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr TAPAJIT ROY
Address:	ALIPORE JUDGES COURT, KOLKATA - 700027
Mobile:	9830882206
Period From (dd/mm/yyyy):	07/09/2023
Period To (dd/mm/yyyy):	07/09/2023
Payment Ref ID:	2002243448/1/2023
Dept Ref ID/DRN:	2002243448/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002243448/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	15020
2	2002243448/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				15041

IN WORDS: FIFTEEN THOUSAND FORTY ONE ONLY.

PAID

Major Information of the Deed

Deed No :	I-1602-12803/2023	Date of Registration	07/09/2023
Query No / Year	1602-2002243448/2023	Office where deed is registered	
Query Date	03/09/2023 10:13:06 AM	D.S.R. -II SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Shubhendu Das Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8436650898, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,04,22,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Barakhola, Road Zone : (AMRI -- rest) , , Premises No: 194, , Ward No: 109 Pin Code : 700037

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	5 Katha	1/-	1,03,95,000/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
Grand Total :				8.25Dec	1 /-	103,95,000 /-	

Structure Details :

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




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Nitish Kumar Sen Son of Late Sukhamoy Sen Executed by: Self, Date of Execution: 07/09/2023 , Admitted by: Self, Date of Admission: 07/09/2023 ,Place : Office			
		07/09/2023	LTI 07/09/2023	07/09/2023
AH/217, Salt Lake, Sector II, City:- , P.O:- Bidhannagar Sech Bhawan, P.S:-Bidhannagar, District:- North 24-Parganas, West Bengal, India, PIN:- 700091 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: atxxxxxx4r, Aadhaar No: 63xxxxxxxx2309, Status :Individual, Executed by: Self, Date of Execution: 07/09/2023 , Admitted by: Self, Date of Admission: 07/09/2023 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	MS ASHIRBAD ENTERPRISE 4/59, Mukundapur, City:- , P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099 , PAN No.: ahxxxxxx7k,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
	Mr Sudhir Das (Presentant) Son of Mr Amarendra Das Date of Execution - 07/09/2023 , , Admitted by: Self, Date of Admission: 07/09/2023, Place of Admission of Execution: Office			
		Sep 7 2023 2:09PM	LTI 07/09/2023	07/09/2023
4/59, Mukundapur, City:- , P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ahxxxxxx7k, Aadhaar No: 58xxxxxxxx0700 Status : Representative, Representative of : MS ASHIRBAD ENTERPRISE (as sole proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Shubhendu Das Son of Late Rakhal Chandra Das Alipore Police Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			

	07/09/2023	07/09/2023	07/09/2023
Identifier Of Mr Nitish Kumar Sen, Mr Sudhir Das			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Nitish Kumar Sen	MS ASHIRBAD ENTERPRISE-8.25 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Nitish Kumar Sen	MS ASHIRBAD ENTERPRISE-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160212803 / 2023

On 07-09-2023

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 12:41 hrs on 07-09-2023, at the Office of the D.S.R. - I I SOUTH 24-PARGANAS by Mr Sudhir Das ,.

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 1,04,22,000/-

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

Execution is admitted on 07/09/2023 by Mr Nitish Kumar Sen, Son of Late Sukhamoy Sen, AH/217, Salt Lake, Sector II, P.O: Bidhannagar Sech Bhawan, Thana: Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by Profession Service

Indetified by Mr Shubhendu Das, , Son of Late Rakhal Chandra Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 07-09-2023 by Mr Sudhir Das, sole proprietor, MS ASHIRBAD ENTERPRISE (Sole Proprietorship), 4/59, Mukundapur, City:- , P.O:- Kalikapur, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700099

Indetified by Mr Shubhendu Das, , Son of Late Rakhal Chandra Das, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/09/2023 11:06AM with Govt. Ref. No: 192023240207733128 on 07-09-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 4323419743817 on 07-09-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 846219, Amount: Rs.5,000.00/-, Date of Purchase: 01/09/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/09/2023 11:06AM with Govt. Ref. No: 192023240207733128 on 07-09-2023, Amount Rs: 15,020/-, Bank: SBI EPay (SBlePay), Ref. No. 4323419743817 on 07-09-2023, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 439424 to 439456
being No 160212803 for the year 2023.



Suman

Digitally signed by Suman Basu
Date: 2023.09.14 13:32:00 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 14/09/2023

DISTRICT SUB-REGISTRAR

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

West Bengal.