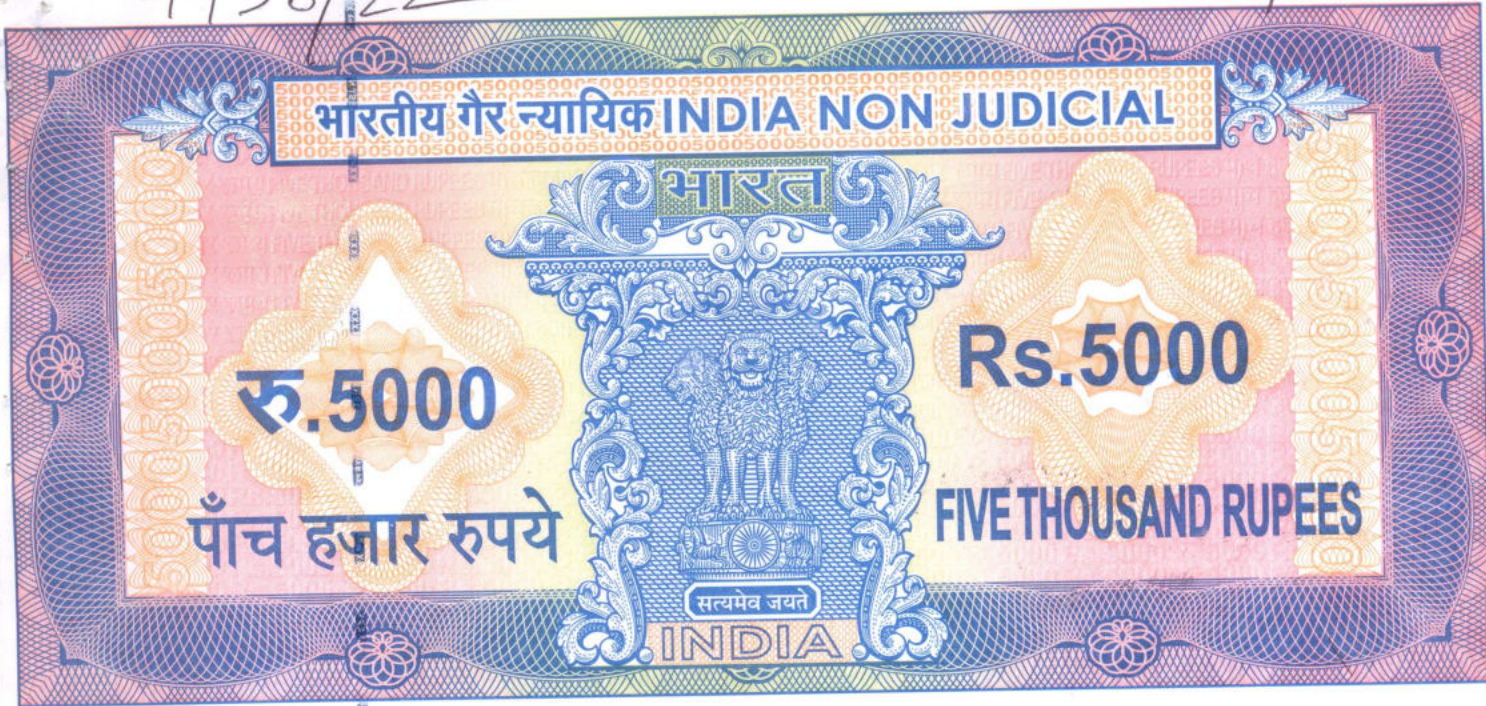


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DEVELOPMENT / CONSTRUCTION AGREEMENT

Certified that the Document is admitted to registration. The endorsement Sheet attached with this document are the Part of this document.

GRN No. : 19-202223-014136046-1.

Query No. : 2002980109/2022.

THIS DEED OF AGREEMENT is made on this 17th. day of October, 2022.**BETWEEN**

1. **SMT. NIRUPAMA ROY**, (PAN No. BEBPR7660K) wife of Late Amitabha Ray, AND

2. **SRI TANMOY ROY**, (PAN No. AOSPR0814D) son of Late Amitabha Ray, both by faith Hindu, by occupation House wife & Service respectively, by citizenship Indian, both are residents of Ajanta House, S.P. Mukherjee Road, P.O.- Asansol, P.S.- Asansol (S), Dist.- Paschim Bardhaman, Pin No.- 713303., West Bengal, hereinafter referred to as the **"LAND OWNERS"/"FIRST PARTY"** (which expression shall unless contrary or repugnant to the context include their legal representatives heirs, successors and assigns).

Contd...P/2.

District Sub-Registrar
Paschim Bardhaman

18 OCT 2022

Shankar Singh
A.S.

20/1

AND

M/S. NIRBHAY INFRA DEVELOPERS, (PAN No. AAKFN7281L) a registered Partnership Firm, having its office at Malti Mangal Plaza, Unit No.- B/G/10 (B Block, Ground Floor), 130, G.T. Road (East), Rambandhu Talaw, P.O.- Asansol, P.S.- Asansol (S), Chowki, Sub-Division and Additional District Sub-Registry Office Asansol, District Paschim Bardhaman, PIN No.- 713303., West Bengal, Represented by its Partner **SRI MANISH RAI**, (PAN No. AKPPR6512F) son of Late Bashisht Narain Rai, by faith Hindu, by occupation Business, by Citizenship Indian, resident of "Abhishek Apartment", Arya Kanya Road, Asansol, P.O.- Asansol, P.S.- Asansol (S), Chowki, Sub-Division and Addl. Dist. Sub-Registry Office Asansol, District- Paschim Bardhaman, West Bengal, PIN No.- 713303., hereinafter referred to as the **"DEVELOPER"/"SECOND PARTY"** (which expression shall unless contrary or repugnant to the context include his legal representatives, heirs, successors and assigns).

WHEREAS, the property mentioned and describe in the schedule along with other properties originally belong to Kanu Bhabini Roy alias Devi, wife of Late Sarat Chandra Roy who acquired the same by dint of a registered Deed of Sale being No. I-2717 of the year 1941, executed & registered before the Sub-Registrar Office at Asansol and her name was also recorded in respect of R.S. Khatian No.- 460, L.R. Khatian No.- 227, of Mouza Asansol, J.L. No.- 035.

AND WHEREAS, said Kanu Bhabini Roy alias Devi till her death had been in peaceful uninterrupted possession of the same being absolute owner thereof.

AND WHEREAS, said Kanu Bhabini Roy alias Devi has died intestate leaving behind her the followings :-

SONS:-

- a) Late Partha Sarathi Roy,
- b) Sri Prabal Kanti Roy,
- c) Late Utpal Roy and
- d) Late Amitabha Ray,

DAUGHTERS:-

- a) Late Rekha Goswami,
- b) Late Lila Bhattacharya,
- c) Late Chhaya Banerjee and
- d) Smt. Chhanda Chatterjee,

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Amalendu
A.O.

AND WHEREAS, as per the Hindu Law of succession each of the heirs become owner of the schedule property each having 1/8th share therein.

AND WHEREAS, Amitabha Ray, being one of the son of Kanu Bhabini Roy alias Devi also acquired the said 1/8th share specifically described in the schedule "A" herein below.

AND WHEREAS, Amitabha Ray has died intestate leaving behind him his wife namely Nirupama Roy and 2 (Two) sons namely Sujoy Roy and Tanmoy Roy as his only heirs and successors.

AND WHEREAS, the aforesaid wife and sons of Amitabha Ray have jointly become owners of the aforesaid "A" schedule property in right title interest of Amitabha Ray.

AND WHEREAS, the name of said Amitabha Ray was also recorded in the L.R.R.O.R. in respect of L.R. Khatian No.- 6539, Mouza Asansol, J.L. No.- 035.

AND WHEREAS, the aforesaid wife and sons of Amitabha Ray after the demise of Amitabha Ray being owner also in peaceful possession of the "A" schedule property and recorded their names in the L.R.R.O.R. each having 1/3rd share therein in respect of property Under Mouza Asansol, J.L. No.- 035, C.S. Khatian No.- 118, R.S. Khatian No.- 460, L.R. Khatian No.- 6559, 6561, 6560, C.S. Plot No.- 652, R.S. Plot No.- 958, L.R. Plot No.- 1151.

AND WHEREAS, subsequently Sujoy Roy gifted his share in favour of the First Parties by dint of a registered Deed of Gift being No. I-6698 of the year 2022, executed & registered before the A.D.S.R. Office at Asansol.

AND WHEREAS, the First Parties being owner also in peaceful possession of the "A" schedule property.

AND WHEREAS, the Owner/First Party are desirous of developing the said property as residential cum commercial complex having several independent self contained apartments, flats, office, room, shops, parking space, garage etc. to be possessed independently on ownership basis.

AND WHEREAS, the Developer/Second Party having the necessary experience, expertise and infrastructure in the development of real estate approached the Owner/First Party with an offer for development of the said property as residential-cum-commercial complex which the Owner/First Party accepted and voluntarily agreed on the terms and conditions mutually agreed upon by and between them.

Contd...P/4.

Amitabha Ray
For

(4)

The Parties hereto have agreed to develop the said property by constructing Multi-storeyed buildings thereon with the object of exploiting the same commercially for residential-cum-commercial purpose in accordance with a building plan which is to be sanctioned in the name of the Owner/First Party as well as of the Second Party/ Developer at the cost and expenses of the Developer/Second Party.

NOW THIS DEED WITNESSETH AS FOLLOWS

ARTICLE "I" DEFINITION

THE OWNERS :- The Owner shall mean

1. **SMT. NIRUPAMA ROY,**
2. **SRI TANMOY ROY,**

unless exclude by or repugnant to the subject by context be deemed to mean and include their heirs, successors, administrators, legal representatives and/or assigns.

THE DEVELOPER :- The Developer shall mean **M/S. NIRBHAY INFRA DEVELOPERS** and unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office, executors, administrators, legal representatives, permitted assigns and nominees.

THE PROPERTY :- The property shall mean the land called distinguished and/or described and more particularly described in the schedule "A" hereunder written.

THE BUILDING :- The building shall mean the building or buildings proposed to be constructed on the said "A" schedule property.

COMMON FACILITIES :- Common facilities shall mean and include right to use corridors, hallways, stairways, landings, lift machine room, lift wall, staircases room, passages, lift, parking space and other spaces and facilities whatsoever, required for the uses, enjoyment, maintenance and/or management of the building or buildings or part thereof.

SALEABLE SPACE :- Saleable space shall mean the space in the building available for independent use and occupation along with the proportionate share of space defined under common areas and facilities.

OWNER ALLOCATION :- Owner's allocation shall mean the saleable space allocable to the Owner in the building in the manner hereinafter provided and more specifically mentioned in the schedule "B" below in lieu of Owners "A" schedule property.

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Amulya
Adh
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DEVELOPER'S ALLOCATION :- Developer's allocation shall mean the saleable space allocable to the Developer in the building in the manner hereinafter provided excluding the Owner's allocation and more specifically mentioned in the schedule "C" below.

THE ARCHITECT :- The architect shall mean such person, firm or company as may be appointed by the Developer for designing and planning of the building.

BUILDING PLAN :- Building plan would mean such plan or plans to be prepared by the Architect/Engineer and to be sanctioned from AMC for the construction of the building and/or any other plan addition or revised to be sanctioned by the Asansol Municipal Corporation or other appropriate authorities as per Municipal Corporation Law at the cost of the Second Party in the name of the First Party for the construction of the proposed building.

TRANSFER :- Transfer with its grammatical variations shall include a transfer by delivery of possession and by other means adopted for affecting a transfer of space under the law.

TRANSFeree :- Transferee shall mean a person or persons to whom any space in the building can be transferred.

ARTICLE II - OWNERS REPRESENTATION

1. That the Owner is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
2. That none other than Owner have any right, title, interest claim and/or demand whatever and in respect of the said property and/or any portion thereof.
3. That entirety of the "A" schedule mentioned property is at present lying vacant and under the occupation of the First Party and with the execution of this Agreement the First Party doth hereby deliver vacant possession of the said property unto the Second Party i.e. the Developer.
4. The said property is free from all mortgages, encumbrances, charges, liens, lis-pendences, attachments, trusts and acquisitions whatsoever and the Owner did not enter into any form of negotiation with any Third Party prior to execution of these present.

Contd...P/6.

Amulya
20/11/11

ARTICLE III- DEVELOPER'S REPRESENTATIONS

1. The Owner hereby grants exclusive right to the Developer to construct upon and exploit commercially the said property by constructing Multi-storied building/buildings thereon according to the terms, conditions and considerations herein contained as a residential-cum-commercial complex.
2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said property or any part thereof to the Developer or as creating any right, title or interest in respect thereof in favour of the Developer save as herein expressly provided and also an exclusive right and irrevocable authority granted to develop and to commercially exploit the same in terms hereof and to deal and to transact freely with its own allocation in the building in the manner hereinafter stated.
3. The Developer shall be at liberty to prepare site plan, floor plan, elevation showing road, boundary wall, entry to building gate along with elevation and perspective views of plot of land according to its convenience as permissible under law relevant there from.

ARTICLE IV – ALLOTMENT

It is also agreed that in lieu of the First Party/Owner's "A" schedule land, the First Party/Owner shall be provided with the "B" schedule property (Owners' Allocation).

Be it specifically settled between the Parties that the First Party shall get their said allotted "B" schedule property complete in all respect as per schedule "D" mentioned hereunder.

That the Second Party/Developer save and except those are to be allotted to the First Party/Owner as per schedule "B" of this Deed mentioned herein above all other remaining properties are to be the property of the Developer with all right to Sell, Mortgage, Gift, Lease etc. etc. alongwith common rights, undivided common share or interest in the "A" schedule land and privileges including the entire roof of the top floor to be constructed over the "A" schedule land.

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Adi

ARTICLE V – COMMENCEMENT

1. The Agreement shall be deemed to have commenced from registration of this Deed.
2. This Agreement shall remain in force for a period of 36 (Thirty Six) months from the date of receiving the duly sanctioned plan from Asansol Municipal Corporation as well as obtaining necessary permissions from other competent authority/authorities.

That the period of 36 (Thirty Six) months is subject of the provisions of Force Majeure.

ARTICLE VI - PROCEDURE

1. The Developer shall have building plan(s) prepared as required under the law by a competent and recognized architect/engineer.
2. The Owner shall in the name of the Owner but at the cost of the Developer submit all building plan to the Corporation and/or any other appropriate/competent authorities for sanction, permission and/or clearance as may be required.
3. The Owner shall at the cost of the Developer submit all such applications to any competent authority under any law or statute as may be required for the purpose of developing the said property as provided herein.
4. All applications referred to in clauses (2) & (3) above shall be made in the name of the Owner and the necessary sanctions, permissions and/or clearance(s) shall be obtained in the name of the Owner but shall be retained by the Developer.
5. The Owner shall be responsible to pay all charges towards conversion of the land and also be liable to pay up to date Khajna (Govt. Rent) of the land.
6. The Developer shall bear all expenses whatsoever to obtain sanction, permission and/or clearance of the building plan including the cost of preparation of the same, sanction fees and all other expenses as may be necessary with the right to get refund, if any, and the Owner shall no way be liable for the same.
7. The Owner will render to the Developer all reasonable assistance and co-operation necessary to apply for and/or clearances mentioned in clauses (2) and (3) above and hereby agrees and assures the Developer to sign and execute such plans, applications and other papers as may be required by the Developer from time to time subject to handedover the true copy of the same but the Owner shall have no financial obligation whatsoever of the said purpose.

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Amal Kumar
AOK

ARTICLE VII – POSSESSION

1. With the execution of this Agreement the Owner shall deliver vacant possession of the property more fully mentioned in schedule “A” below to the Developer for the purpose of development of the same.
2. Until the completion of the building, the Developer shall hold possession of the said property on his behalf as well as on behalf of the Owner PROVIDED HOWEVER the Owner and the Developer shall be entitled to deal with their respective allocation as absolute Owner thereof without any interference or disturbance from either side.

ARTICLE VIII - BUILDING

1. The Developer shall at its own costs construct/erect and complete in all respect Multi-storied building/buildings to be sanctioned and/or approved by the AMC on the said property within a period of 36 (Thirty Six) months as stated above.
2. The design and the nature of the building and the materials to be used shall be according to the specifications to be specified by the Architect/Engineer to be appointed by the Developer.
3. The building shall be of R.C. construction and shall conform with the specifications morefully described in the schedule “D” hereto annexed.
4. The Developer shall also at its own cost install and provide such facilities that may be required to be provided according to the statutory bye laws and regulations of the Municipality and/or appropriate authorities.
5. The Developer shall be authorized by the Owner to apply for and to obtain temporary and/or permanent water connections, electric connections, telephone, gas connections and for other inputs and facilities as may be necessary for such constructions.
6. All costs, charges and expenses for construction of the building including Architect's fees, Engineer's fees, sanction fees etc. shall be paid and discharged by the Developer and the Owner shall have no responsibility whatsoever in this respect.

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Chandrasekhar
Adv.

ARTICLE IX - ALLOCATIONS

1. The common and utility arrears shall be controlled by the Developer.
2. Either party shall be entitled to sell, transfer, lease and/or otherwise deal with or dispose of their respective allocated portions as they may deem fit and proper.
3. That the Developer shall have full right to enter into any or all Agreement with any Third Party or Parties for selling their allocated portion or portions before actual handing over of Owner's allocation.

ARTICLE X - RATES & TAXES

1. On completion of the building, the Parties hereto shall take possession of their respective allocated areas/portions in the building and from the date shall be responsible to pay and bear the maintenance/service charges for the common facilities in the building.
2. The service charges shall include insurance, utility charges, maintenance of mechanical, electrical, sanitary and other equipment's maintenance and general management of the building.
3. The Developer in consultation with the Owner and other purchaser/occupier(s) shall frame the scheme for the management, maintenance and administration of the building and all the particulars / occupiers shall abide by all the rules and regulations of such management / administration / maintenance and other schemes.

ARTICLE XI - COMMON RESTRICTIONS

1. The occupiers of the building shall not use or permit the user of their allocated portion in the building or any portion thereof for carrying on any obnoxious, illegal, unlawful and immoral trade or activity, nor permit the use thereof for any purpose, which may cause any nuisance or annoyance or disturbance and/or hazard to the other occupiers of the building and/or to the neighbours. None of the occupiers shall demolish or permit demolition of any of the structure in their allocated portion or any part thereof, or make any structural alterations therein excepting minor additions & alterations.
2. The occupiers shall abide by all laws, bye laws, rules and regulations of the Municipality, Government Authorities, local competent authorities, organizations and bodies, as the case be and shall attend to, answer for and be responsible for any deviation, violation, and/or breach of any of the aforesaid mentioned laws, bye laws, rules and regulations in this context.

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Shankar
Adi

3. The occupiers shall keep their allocated portion in good condition and repair so as not to cause any damage to the building or any part thereof and shall keep the Owners and the other occupier indemnified from and against the consequence of such breach and/or act or commission.
4. None of the occupiers shall do or cause or permit any action which may render void or voidable the insurance of the building or any part thereof and shall keep the Owner and other occupiers of the building harmless and indemnified from and against the consequences of such actions.
5. No articles and/or other items shall be kept in the areas meant for common use in the building and no hindrance shall be caused in any manner for free movement in the corridors and other common areas of the building.
6. None of the occupiers shall create any hindrance to the Developer and/or his agents' at all reasonable times to enter into any portion of the building for the purpose of maintenance cleaning and keeping in order the common facilities including electrical sanitary heating and other systems.

ARTICLE XII- OWNER'S OBLIGATIONS

1. The Owner hereby agreed and covenants with the Developer not to cause any interference or hindrance in the construction of the building at the said property by the Developer if the terms of the Agreement are strictly complied with by the Developer.
2. The Owner hereby agrees and covenants with the Developer not to do any act or deed or things whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building or at the said property.
3. The Owner hereby agrees and covenants with the Developer not to let out, grant lease, mortgage and/or charge the said property or any portion thereof without consent in writing of the Developer during the period of construction.
4. Upon completion of the said building the Owner shall execute such deed or deeds of conveyance in such part or parts as is necessary in favour of the Developer and/or its nominee/s with respect to the undivided proportionate share or interests regarding the property attributable to the Developer's allocated portion and shall cause the same to be registered at the costs of such transferee.

Amal Singh
Adv

5. That the Developer fully complying with all the terms and conditions in this Agreement i.e. after delivery of the Owners' Allocation to the Owner, the Developer is or shall be entitled to the right of full and absolute ownership, title and interest in respect of the Developer's allocation of said property and if required execution & registration of formal Deed of Sale to be made the Owner in favour of the Developer or person or persons to be nominated as per discretion of the Developer save and except the Owners' allocation to be allotted by the Developer in favour of the Owner as stated in article IV herein above.
6. That if in the future the authority concern will grant permission for further vertical erection of the proposed building, in such situation the owner (his heirs and successors) will create further Construction Agreement and Power of Attorney in favour of the Second Party/Developer necessary if any.

ARTICLE XIII - DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Owners to complete the construction of the building within 36 months as stated above.
2. In constructing the said building, the Developer will ensure that there is no violation of any rule of environment pollution and/or sanctity of the locality.
3. The Developer will be solely responsible to pay income tax or any other taxes for selling of their allocated "C" schedule property to the third person and the Owner is not liable to pay the same.
4. The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefit of this Agreement nor transfer any portion of Owner's allocation.
5. The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of the Owner's allocated property in the building at the said property.
6. That it has been specifically settled between the Parties that the Developer shall have no right or authority to create any mortgage, lien or charge or encumbrance in respect of the portions to be allotted to the Owner over the said property before handing over Owner's allocation in total finished condition.
7. That if the First Party/Owner intend to sell and transfer their allotted portion in that case the Second Party shall execute all such deed or deeds as co-sellers with the Owner or Owners as and when required.

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Amulya
Adv

8. That the Developer towards construction of building over the "A" schedule property at their own cost will obtain necessary permission from the state of West Bengal under the Provisions of Housing Act and Rules there under.

ARTICLE XIV - OWNERS' INDEMNITY

1. The Owner hereby undertakes that the Developer shall be entitled to construct and complete the said building and enjoy his allocated space(s).
2. The Owner hereby agrees to indemnify the Developer against all actions, suits, costs and proceedings and claim that may arise out of the Owner's title in the said property.

ARTICLE XV - DEVELOPER'S INDEMNITY

1. The Developer hereby undertakes to keep the Owner indemnified against all Third Party claims and actions arising out of any sort of act of omission or commission of the Developer / his men or agents in or relating to the construction of the said building.
2. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs & proceedings and claims that may arise out of the Developer's actions with regard to the development of the "A" schedule property.

ARTICLE XVI - TITLE DEEDS

The original title deeds and other title related papers in respect of the "A" schedule property shall remain with the Developer. The Developer in consultation with the subject, to the approval of the Owner, shall prepare such document as would be required in the context of this project.

ARTICLE XVII - MISCELLANEOUS

It is understood that from time to time to facilitate the construction of the building by the Developer, various deeds, matters and things not herein specified, may be required to be done by the Developer and/or which the Developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein and the Owner hereby so authorizes so the Developer and the Owner undertakes to execute any such additional power of attorney and/or authorization as may be required by the Developer for the purposes. The Owner also undertake to sign and execute all such additional applications and other documents as

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Chandrasekhar
2016

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the case may be, provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the owner and/or go against the spirit of the Agreement.

That the Developer shall be entitled to demolish the present old structure and will constructed proposed new building over the schedule land.

Any notice required to be given by the Developer shall, without prejudice to any other mode of service liable, be deemed to have been served on the Owner if delivered by hand or sent by prepaid registered post at the last known address of the owner recorded with the Developer & vies versa.

The Developer is also entitled to get loan from financial institutions for the project in respect of the schedule property where the developer will be sole answerable for the same.

That it is also agreed between the Parties that the Developer may use any other land adjoining with the "A" schedule mentioned land and is entitled to erect building over the "A" schedule land along with other land owned by the Developer as per plan of the A.M.C.

ARTICLE XVIII - FORCE MAJEURE CONDITION

Except under the circumstances hereinafter mentioned there will be no extension of the period for completion of construction of the building by the Developer on the said property.

The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent than the performance of the relative obligation is proved by the existence of a force majeure and shall be suspended from the obligation during the duration of the Force Majeure.

Force Majeure condition shall mean and include flood, earthquake, riot, war, pandemic, storm, tempest, civil commotion, strike, lockout/lockdown, stop work notice, court cases, scarcity/non availability of building materials and/or any other act or commission beyond the control of the Parties hereto.

ARTICLE XIX - JURISDICTION

The court at Asansol alone shall have the jurisdiction to entertain, try and determine all actions, suit and proceedings arising out of these presents between the Parties hereto.

That for enabling the Second Party to raise the said proposed Multi-storied building as well as to enter into any Agreement for Sale and/or to make absolute sale/transfer of the flat / flats / shop / godown / office / garage / parking space etc. (save and except the "B" schedule - Owner's allocated property) the First Party doth hereby empowered the Second Party

Contd...P/14.

Amal Kumar
Adm

authorizing him to exercise the following powers for and on behalf of the First Party as Constituted Attorney and a separate Deed of Power of Attorney will be executed to that effect.

SCHEDULE "A" (Description of the entire Land)

Within the District of **Paschim Bardhaman**, Chowki, Sub-Division and A.D.S.R. office **Asansol**, P.S.- **Asansol (South)**, Under Mouza- **Asansol**, J.L. No.- **35**, C.S. Khatian No.- 118, R.S. Khatian No.- 460, L.R. Khatian No.- **6559 & 6561**, C.S. Plot No.- **652**, R.S. Plot No.- **958**, L.R. Plot No.- **1151**, Property used as **Bastu**, Area of Land **3 Decimal**, together with house thereon being part Holding No.- **293/27**, Ward No.- **19 (Old) 41 (New)** of **Asansol Municipal Corporation**, Covered Area **150 Sq. Ft.** in **Ground Floor** and **150 Sq. Ft.** in **First Floor** of Residential purpose, made of **Cemented Floor** of more than 50 years old together with all easements, common right attached thereto.

BUTTED & BOUNDED BY :

On the East - S.P. Mukherjee Road,
On the West - Property of Ghosh,
On the North - S.P. Mukherjee Road by Lane,
On the South - Property of Nirbhay Infra Developers,

SCHEDULE "B" (Owners allocation)

(Description of the Flat to be provided to the First Party)

One Residential Flat having built up Area of 1900 Sq. Ft. on the First Floor South East facing, complete with all respect consisting of 2 Balcony, 4 Bedroom, 1 Dining cum Drawing Hall, 1 Open Kitchen, 3 toilet, 1 Puja Room, and one 4 (Four) wheeler parking alongwith all easement and common right and facilities alongwith common rights, undivided common share or interest in the "A" schedule land.

SCHEDULE "C" (Developers allocation)

Save and except those are to be allotted to the First Party/Owner as per schedule "B" of this Deed mentioned herein above all other remaining properties are to be the property of the Developer with all right to Sell, Mortgage, Gift, Lease etc. etc. alongwith common rights, undivided common share or interest in the "A" schedule land and privileges including the entire roof of the top floor to be constructed over the "A" schedule land.

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Amulya
Adh

SCHEDULE "D" (Above Referred To)

STRUCTURE : R.C.C. framed structure with 9" first class bricks in Branded cement motor 1:6 all external walls 5" first class bricks in cement motor 1:4 for all internal / partition walls.

EXTERNAL FINISH : Weather coat, exquisitely designed external finish.

INTERNAL FINISH : Wall Putty and Colour.

DOOR :

Entrance Door: Designer Flush Doors, Sal wood frame with all fittings & fixtures.

Remaining Door: Plain Flus doors with Sal wood frame & all fittings & fixtures.

Toilet Door : PVC type door with all fittings and fixtures.

WINDOWS : Aluminium frames window with smoke glass and grill fitted.
(Powdered Coated)

CP FITTINGS : Reputed or ISI/ISO mark of all fittings.

FLOORING : Quality vitrified tiles in all bedrooms, dinning, balcony and Marbles flooring stairs and in common passage.

KITCHEN : Quality anti-skid tiles flooring, Granite counter slab with ceramic tiles up to height of 3' from the counter top and stair less steel sink.

TOILET : Anti-skid tiles flooring, wall glazed tiles up to 6', wash basin, glazed vitreous sanitary ware of standard quality, fitting chrome plated taps, cistern-PVC cistern, water tap - with hot & cold water system in one of the two toilets.

ELECTRICAL : Concealed copper wiring of ISI Mark- V Guard or equivalent. All electrical switches and accessories of V Guard or equivalent at every required points as per building design.

In two bedroom with A.C. Point, two Bathroom with Geyser point, Exhaust fan points at appropriate location, etc.

Adequate lighting power points as per design.

Handwritten signature
Adm

IN WITNESS WHERE OF both Parties named above signed and executed this **DEED OF DEVELOPMENT AGREEMENT** on this 17th. the day of October, 2022.

WITNESSES:

1. Ramesh Chakraborty,
S/o. Sri B. N. Chakraborty,
R/o. Vill. & P.O. - Chakraborty,
P. S. - Haripur,
Dist. - Paschim Bardhaman,
Pin. - 713326.

1. Nirupama Roy

2. Tanmoy Roy

Signature of the "OWNERS"/"FIRST PARTY"

2. Pramod Kumar Das,
S/o. Sri B. N. Das,
Shri 2 Apartment
B. M. Chakraborty Lane
Asansol - 03

NIRBHAY INFRA DEVELOPERS

Manish Kumar
Partner

Signature of the "DEVELOPER"/"SECOND PARTY"

Prepared by me as per instruction of the Parties and readover and explained the content to the Parties & printed in my office.

Ayan Ranjan Mukherjee
(Ayan Ranjan Mukherjee) (Chartered Accountant)
Advocate, Asansol Court.
Enrolment No. WB/1072/2009.

A Sheet containing the finger prints of both hands of the Parties herein along with their self attested photograph is attached with this Deed is to be treated as part of this Deed.



Nisupama Roy

Nisupama Roy		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



Tannoy Roy

Tannoy Roy		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



Tanvir Revi

Tanvir Revi		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



		LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	LEFT HAND					
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					



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



192022230141360461

GRN Details

GRN:	192022230141360461	Payment Mode:	Online Payment
GRN Date:	17/10/2022 08:15:53	Bank/Gateway:	HDFC Bank
BRN :	1925344720	BRN Date:	17/10/2022 08:17:22
GRIPS Payment ID:	171020222014136045	Payment Init. Date:	17/10/2022 08:15:53
Payment Status:	Successful	Payment Ref. No:	2002980109/1/2022

[Query No*/Query Year]

Depositor Details

Depositor's Name:	NIRUPAMA ROY
Address:	ASANSOL
Mobile:	8942865389
Depositor Status:	Seller/Executants
Query No:	2002980109
Applicant's Name:	Shri Ayan Ranjan Mukherjee
Identification No:	2002980109/1/2022
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	17/10/2022
Period To (dd/mm/yyyy):	17/10/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002980109/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	10
2	2002980109/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	14
Total				24

IN WORDS: TWENTY FOUR ONLY.



Government of West Bengal

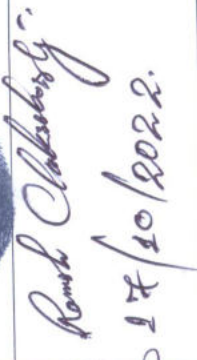
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. Paschim Bardhaman, District Name :Paschim Bardhaman

Signature / LTI Sheet of Query No/Year 23012002980109/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt Nirupama Roy Ajanta House, S.P. Mukherjee Road, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713303	Land Lord			Nirupama Roy 17.10.2022
2	Shri Tanmoy Roy Ajanta House, S.P. Mukherjee Road, City:- Asansol, P.O:- Asansol, P.S:- Asansol, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713304	Land Lord			Tanmoy Roy 17.10.2022
3	Shri Manish Rai Abhishek Apartment, Arya Kanya Road, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713303	Represent ative of Developer [M S NIRBHAY INFRA DEVELOP ERS]			Manish Rai 17/10/2022

SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Shri Ramesh Chakraborty Son of Shri B N Chakraborty Vill.- Chhotodighari, Village:- Chhotodighari, P.O:- Chhotodighari, P.S:- Hirapur, District:- Paschim Bardhaman, West Bengal, India, PIN:- 713326	Smt Nirupama Roy, Shri Tanmoy Roy, Shri Manish Rai			

(Subodh Kumar Majumdar)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R.

Paschim Bardhaman

Paschim Bardhaman, West
Bengal

Major Information of the Deed

Deed No :	I-2301-04600/2022	Date of Registration	18/10/2022
Query No / Year	2301-2002980109/2022	Office where deed is registered	
Query Date	12/10/2022 3:40:58 PM	D.S.R. Paschim Bardhaman, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	Ayan Ranjan Mukherjee Vill.- Chhotodighari,Thana : Asansol, District : Paschim Bardhaman, WEST BENGAL, PIN - 713326, Mobile No. : 9647074140, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 1]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 14,45,778/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 5,010/- (Article:48(g))		Rs. 46/- (Article:E, E)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: S. P.Mukherjee Road, Mouza: Asansol, JI No: 35, Pin Code : 713303

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1151 (RS :-958)	LR-6559	Bastu	Bastu	3 Dec	1/-	13,09,090/-	Property is on Road Adjacent to Metal Road,
Grand Total :					3Dec	1 /-	13,09,090 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	300 Sq Ft.	1/-	1,36,688/-	Structure Type: Structure
Gr. Floor, Area of floor : 150 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 150 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		300 sq ft	1 /-	1,36,688 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Smt Nirupama Roy (Presentant) Wife of Late Amitabha Ray Ajanta House, S.P. Mukherjee Road, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BExxxxxx0K,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/10/2022 , Admitted by: Self, Date of Admission: 17/10/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/10/2022 , Admitted by: Self, Date of Admission: 17/10/2022 ,Place : Pvt. Residence
2	Shri Tanmoy Roy Son of Late Amitabha Ray Ajanta House, S.P. Mukherjee Road, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713304 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AOxxxxxx4D,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/10/2022 , Admitted by: Self, Date of Admission: 17/10/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/10/2022 , Admitted by: Self, Date of Admission: 17/10/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	M S NIRBHAY INFRA DEVELOPERS Malti Mangal Plaza, G.t. Road East, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303 , PAN No.:: AAxxxxxx1L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri Manish Rai Son of Late Bashisht Narain Rai Abhishek Apartment, Arya Kanya Road, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx2F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : M S NIRBHAY INFRA DEVELOPERS (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Ramesh Chakraborty Son of Shri B N Chakraborty Vill.- Chhotodighari, Village:- Chhotodighari, P.O:- Chhotodighari, P.S:- Hirapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713326			
Identifier Of Smt Nirupama Roy, Shri Tanmoy Roy, Shri Manish Rai			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt Nirupama Roy	M S NIRBHAY INFRA DEVELOPERS-1.5 Dec
2	Shri Tanmoy Roy	M S NIRBHAY INFRA DEVELOPERS-1.5 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt Nirupama Roy	M S NIRBHAY INFRA DEVELOPERS-150.00000000 Sq Ft
2	Shri Tanmoy Roy	M S NIRBHAY INFRA DEVELOPERS-150.00000000 Sq Ft

Land Details as per Land Record

District: Paschim Bardhaman, P.S:- Asansol, Municipality: ASANSOL MC, Road: S. P.Mukherjee Road, Mouza: Asansol, JI No: 35, Pin Code : 713303

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1151, LR Khatian No:- 6559	Owner:নিরুপমা রায়, Gurdian:অমিতাভ রায়, Address:নিজ , Classification:বাস্তু, Area:0.01000000 Acre,	Smt Nirupama Roy

On 17-10-2022

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

Presented for registration at 19:00 hrs on 17-10-2022, at the Private residence by Smt Nirupama Roy , one of the Executants.

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 14,45,778/-

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

Execution is admitted on 17/10/2022 by 1. Smt Nirupama Roy, Wife of Late Amitabha Ray, Ajanta House, S.P. Mukherjee Road, P.O: Asansol, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713303, by caste Hindu, by Profession House wife, 2. Shri Tanmoy Roy, Son of Late Amitabha Ray, Ajanta House, S.P. Mukherjee Road, P.O: Asansol, Thana: Asansol, , City/Town: ASANSOL, Paschim Bardhaman, WEST BENGAL, India, PIN - 713304, by caste Hindu, by Profession Service

Indetified by Shri Ramesh Chakraborty, , Son of Shri B N Chakraborty, Vill.- Chhotodighari, P.O: Chhotodighari, Thana: Hirapur, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713326, by caste Hindu, by profession Business

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

Execution is admitted on 17-10-2022 by Shri Manish Rai, PARTNER, M S NIRBHAY INFRA DEVELOPERS (Partnership Firm), Malti Mangal Plaza, G.t. Road East, City:- Asansol, P.O:- Asansol, P.S:-Asansol, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713303

Indetified by Shri Ramesh Chakraborty, , Son of Shri B N Chakraborty, Vill.- Chhotodighari, P.O: Chhotodighari, Thana: Hirapur, , Paschim Bardhaman, WEST BENGAL, India, PIN - 713326, by caste Hindu, by profession Business



Subodh Kumar Majumdar

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. Paschim Bardhaman

Paschim Bardhaman, West Bengal

On 18-10-2022

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 46.00/- (E = Rs 14.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/10/2022 8:17AM with Govt. Ref. No: 192022230141360461 on 17-10-2022, Amount Rs: 14/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1925344720 on 17-10-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,010/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 10/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 40, Amount: Rs.5,000.00/-, Date of Purchase: 13/10/2022, Vendor name: Paban Kumar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 17/10/2022 8:17AM with Govt. Ref. No: 192022230141360461 on 17-10-2022, Amount Rs: 10/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1925344720 on 17-10-2022, Head of Account 0030-02-103-003-02



Subodh Kumar Majumdar
DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. Paschim Bardhaman

Paschim Bardhaman, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2301-2022, Page from 90024 to 90050
being No 230104600 for the year 2022.



Digitally signed by SUBODH KUMAR
MAJUMDER

Date: 2022.10.21 12:24:54 +05:30

Reason: Digital Signing of Deed.

(Subodh Kumar Majumdar) 2022/10/21 12:24:54 PM

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. Paschim Bardhaman

West Bengal.

(This document is digitally signed.)