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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

D 808578

D 808578

06/11/17
 CS-1-362322/17

Development Agreement

THIS DEVELOPMENT AGREEMENT made this 06th day November Two Thousand Seventeen (2017)

BETWEEN

Certified that the document is a copy
 to register and the document is
 the document is a part of the
 document.

6 NOV 2017

142305

Dilip Kr Saha

NAME	
ADD.	
Rs.	5000
18 OCT 2017	
S. CHATTERJEE	
Licensed Stamp Vendor	
C. C. Court	
2 & 3, K. S. Roy Road, Kol-1	

11/10/17

18 OCT 2017

18 OCT 2017



Addl. District Sub-Registrar
Belghoria, 24 Parswanis Road, N.

- 6 NOV 2017

SMT. KEYA SEN (PAN DGYP57063G) wife of Sri Bhaskar Sen, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 18, Ananda Garh (D.P. Nagar), P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas hereinafter referred to as the **VENDOR/LANDOWNER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, legal representatives and assigns) of the **ONE PART**

AND

NIGAMANANDA ABASAN PRIVATE LIMITED (PAN AAECN4139Q) a Private Limited Company under the Companies Act, 2013 having its Registered Office at Room No. 4 & 5, Ground Floor, Tarun Tirtha, 71, Tarun Pally, P.O. & P.S. Belghoria, Kolkata-700056, District North 24 Parganas being represented by its Director **SRI GAUTAM KAR** (PAN AMUPK9834E) son of late Bimal Chandra Kar by faith Hindu, by Nationality Indian, by occupation business, residing at 75, Nabin Pally, Police Station Belghoria, Kolkata-700056, District North 24-Parganas, vide Resolution dated 30.10.2017 passed by the Board of Directors hereinafter referred to as the **DEVELOPER/CONFIRMING PARTIES** (which expression unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office and permitted assigns) of the **OTHER PART**

WHEREAS after the partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal

AND WHEREAS a considerable number of such people squatted upon some lands in the urban area for homestead purposes

AND WHEREAS one Sri Mankumar Sen son of late Jadav Kumar Sen being a refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for land for rehabilitation purpose

AND WHEREAS in accordance with such request and for the purpose of rehabilitation His Excellency the Governor of State of West Bengal by a Deed of Gift dated 12th August 1988 and registered at the office of the Additional District Registrar, Barasat, North 24 Parganas, recorded in Book No. I, Volume No. 43, Pages from 261 to 264, Being No. 3291 for the year 1988 Gifted in favour of the said Sri Mankumar Sen **ALL THAT** piece or parcel of land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas more fully and particularly described in the Schedule thereunder written

AND WHEREAS having been owner of said land the said Sri Monkumar Sen duly constructed two storied building standing thereon

AND WHEREAS the said Sri Mankumar Sen died intestate on 6th March 2003 leaving behind his widow Smt. Maya Sen, his two sons namely Sri Bhaskar Sen & Sri Amitava Sen and only daughter Smt. Mamata Mishra as his only legal heirs/ heiress and successors to his estate and accordingly after the demise of said Sri Mankumar Sen his aforesaid legal heirs and successors became the joint owners of the said property each being entitled undivided 1/4th part or share of the said property by virtue of inheritance and under the Hindu Succession Act 1956

AND WHEREAS in the event that have happened the said Smt. Maya Sen, Sri Bhaskar Sen, Sri Amitava Sen and Smt. Mamata Mishra by way of inheritance from their respective predeceased in interest are thus now joint owners of the land measuring an area of **ALL THAT** piece or parcel of land measuring an area

of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less together with two storied building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas

AND WHEREAS by a Deed of Gift dated 20th March 2014 and made between the said Smt. Maya Sen, Sri Amitava Sen and Smt. Mamata Mishra therein jointly referred to as the donors of the one part and Sri Bhaskar Sen therein referred to as the donee of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas in Book No. 1, CD Volume No. 7, Pages from 5740 to 5755, Being No. 02886 for the year 2014 wherein the said Smt. Maya Sen, Sri Amitava Sen and Smt. Mamata Mishra gifted jointly their undivided 3/4th part or share of the land of **ALL THAT** piece or parcel of land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less together with two storied building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas unto and in favour of the said Sri Bhaskar Sen

AND WHEREAS in the event that have happened the said Sri Bhaskar Sen by way of aforesaid Deed of Gift and by way of inheritance from his father is thus now absolute owner of the **ALL THAT** piece or parcel of land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less together with two storied building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas

AND WHEREAS having been owner of the said property the said Sri Bhaskar Sen duly mutated his name before the Kamarhati Municipality and presently the said property has been reassessed and renumbered as Premises No. 18,

Anandagarh, Holding No. 128, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas

AND WHEREAS by a Deed of Gift dated 06th January 2015 and made between the said Sri Bhaskar Sen therein referred to as the donor of the one part and Smt. Keya Sen therein referred to as the donee of the other part and registered at the office of the Additional District Sub Registrar Cossipore Dum Dum, North 24 Parganas in Book No. I, CD Volume No. 1, Pages from 1521 to 1536, Being No. 00081 for the year 2015 wherein the said Sri Bhaskar Sen gifted his right, title and interest of **ALL THAT** piece or parcel of land measuring an area of 1(one) cottah 9 (nine) chhattack 29 (twenty nine) square feet be the same a little more or less together with Tiles Shed having an area of 100 square feet standing thereon out of total land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less together with two storied building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, lying and situated at Premises No. 18, Anandagarh, Holding No. 128, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas unto and in favour of the said Smt. Keya Sen

AND WHEREAS having been owner of the said property the said Smt. Keya Sen duly mutated her name before the Kamarhati Municipality and presently the said property has been reassessed and renumbered as Premises No. 18, Anandagarh, Holding No. 128/1, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas

AND WHEREAS in the event that have happened the said Smt. Keya Sen by way of aforesaid Deed of Gift is thus now absolute owner of the **ALL THAT** piece or parcel of land measuring an area of 1(one) cottah 9 (nine) chhattack 29 (twenty nine) square feet be the same a little more or less together with

Tiles Shed having an area of 100 square feet standing thereon out of total land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less together with two storied building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, lying and situated at Premises No. 18, Anandagarh, Holding No. 128 —under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas

AND WHEREAS the said Smt. Keya Sen having decided to develop the "said land " and to erect a **Multi Storied** commercial cum residential building thereat, duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new **Multi Storied** residential-cum-commercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be duly sanctioned by the **Kamarhati Municipality**.

NOW THIS AGREEMENT WITNESSETH that in pursuance of this Agreement, the parties hereto have agreed for development and for constructing a residential cum commercial building on the said plot of land and it is hereby agreed to and declared by and between the parties hereto as follows: -

ARTICLE - I: DEFINITIONS:

Unless the context or subject otherwise, requires, words or expression contained in this agreement shall have the following meaning.

I. THE SAID PROPERTY/PREMISES belongs to Smt. Keya Sen shall mean and include **ALL THAT** piece or parcel of land measuring an area of 1(one) cottah 9 (nine) chhattack 29 (twenty nine) square feet be the same a little

more or less together with Tiles Shed having an area of 100 square feet standing thereon out of total land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less together with two storied building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, lying and situated at Premises No. 18, Anandagarh, Holding No. 128, under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas morefully described in the First Schedule hereunder written.

II. THE NEW BUILDING: shall mean and include the new proposed **Multi Storied** residential -cum- commercial building comprising of self-contained residential flats/units / shops / garages/ office spaces on Ownership basis and other structures to be constructed on the said property according to the building plan to be sanctioned by the **Kamarhati Municipality** building department after demolition of the existing structure standing thereon.

III. LAND SHALL MEAN: the total land contained in "THE SAID PROPERTY" i.e. 1(one) cottah 9 (nine) chhattack 29 (twenty nine) square feet be the same a little more or less.

IV. SANCTIONED BUILDING PLAN: shall mean and include the plan for construction of the proposed new building and/or other structures as may be sanctioned by the **Kamarhati Municipality** and/or other appropriate authority or authorities on the maximum permissible floor area ratio available under the building rules and laws and shall include any amendments thereto and/or modification, elevations, designs, maps, drawing and other specification thereof as may be made from time to time for construction of the proposed **Multi Storied** building.

V. COMMON AREAS AND FACILITIES: shall include the common areas and facilities in the building for the use of the Owner/Developers and all occupiers of flats and spaces of the building as described in the **SECOND SCHEDULE** hereunder written;

VI. FLAT/UNIT: shall mean any self-contained space/unit/ office space/garage apartment in the premises including all fittings and fixtures therein and/or appurtenant thereto agreed to be constructed.

VII. CONSTRUCTION AREA: shall mean the total constructible areas as may be sanctioned by the **Kamarhati Municipality**.

VIII. OWNER: shall mean the owner named above including **her** legal heirs, legal heiresses, legal representatives, executors, administrators and assigns.

IX. OWNER'S ALLOCATION: shall mean **1** (one) number self contained residential flat on the ground floor (north facing) having covered area of 500 sq.ft of the proposed building together with undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed building alongwith a sum of Rs. 13,00,000/- (rupees thirteen lakh only) in the following manner:-

i) Rs. 3,00,000/- (rupees three lakh only) shall be paid by the Developer at the time of execution of this Development Agreement.

ii) Rs. 10,00,000/- (rupees ten lakh only) shall be paid by the Developer part by part on or before handing over owner allocation.

X. DEVELOPER/PROMOTER: shall mean the Developer named above and include its successors in office and permitted assigns.

XI. PURCHASER: shall mean and include any person, persons individual, company, partnership firm etc. interested in purchasing unit or units in the proposed new building at the said premises.

XII. DEVELOPER'S ALLOCATION: Shall mean remaining portion of the constructed area of the building along with proportionate area of land and common spaces and others facilities after provisions of Owner allocation in terms of clause IX and all the sell proceed of the Developer allocation shall be received by the Developers i.e **NIGAMANANDA ABASAN PRIVATE LIMITED** and registered the Deed of conveyance/conveyances in favour the intending purchaser/purchasers.

XIII. ARCHITECT: shall mean any experienced and qualified person or persons, firm or firms or a limited company having the proper, requisite and valid license as Building Architect from the **Kamarhati Municipality** to be appointed and/or nominated by the Developer as the Architect or Architects of the proposed building to be constructed on the said premises.

XIV. FLOOR AREA RATIO: shall mean the floor area ratio available for construction in "the said Premises" according to the prevalent Municipal Law.

XV. ROOF: shall mean and include the entire open space of the roof and/or top of the Building, excluding, the space required for the installation of the overhead Water Tank, T.V. Antena, Staircase cover and other facilities.

XVI. ENCUMBRANCES: shall mean charges, liens, lispens, claims, liabilities, trusts, demands, acquisitions or requisitions of Government and Public Authorities.

XVII. SINGULAR NUMBER: shall include the plural number and vice-versa.

XVIII. MASCULINE: shall mean and include feminine and vice versa.

XIX. ELECTRICITY: The Developer at their own costs and expenses shall bring the main electric line in the premises and the flat owners shall pay Rs. 15,000/- (Rupees Fifteen Thousand) only each flat to the Developer towards service charge & costs and expenses of their own electric meter from the concerned Electricity Board shall be borne by the owner. Installation of transformer if require all the flat owners shall bear expenses proportionately

ARTICLE II: OWNER'S REPRESENTATION & INDEMNITY ON TITLE:

- i) The Owner hereby declares that **she** is the sole and absolute Owner of the said property mentioned in the First Schedule hereunder and the same is free from all encumbrances and the Owner have a good and marketable title in respect thereof and there is no impediment to the development of the said property and/or entrusting the work of the construction of the building to the Developer in the manner as herein agreed upon. Furthermore owner also declares that the said property is in **her** physical possession and occupation.

- ii) All original documents i.e. Deeds, Parcha, rent receipts etc. shall be handed over by the owner to the developer at the time of execution of this Agreement and registered a Development Power of Attorney in favour of **NIGAMANANDA ABASAN PRIVATE LIMITED**. The Developer will be entitled to obtain project loan and/or financial assistance from any Nationalized Bank, LIC Housing Finance, NBFC or any other organization for completion of the project and simultaneously the landowners hereby accord their consent and/or no objection for the same. It is made clear that incase of nonpayment of

loan amount if any by the Developer, the Landowner neither shall have any liability to payment the unpaid loan amount nor charged the owner allocation.

- ii) The Owner agrees that after the execution of this Agreement the Owner shall not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the said property or portion thereof except in the manner as herein expressly provided.
- iii) The Owner hereby also undertakes that the Developer shall have the right to amalgamation with the adjacent plot in to a single plot and shall be entitled to construct and complete the new **Multi Storied** building on the said property as per the plan to be sanctioned by the Municipality and to retain and enjoy the Developer's portion therein without any interruption or interference from the Owner or any person or persons lawfully claiming through or under the Owner and all the Owner hereby undertakes to indemnify and keep the Developer indemnified against all losses, damage, costs charges and expenses incurred as a result of any breach of this undertaking.
- iv) The owner shall pay all taxes levied by the Government for their allocation.

ARTICLE – III: DEVELOPER'S REPRESENTATION

- i) The Developer also hereby undertakes to construct the new **Multi Storied** building in accordance with the sanction plan at its own costs.
- ii) In carrying out the said development work and/or construction of the new building the Developer shall keep the Owner indemnified from and against all third party claims or compensations and actions due to any act of omission, commission or technical defect of the contractor or any accident in or related to the construction of the building for which the entire legal responsibility shall be of the Developer.

ARTICLE IV: EXPLOITATION RIGHT:

- i) The Developer shall get the Building Plan prepared by a licensed building Architect as stated hereinabove for the construction of the building and submit the same to the **Kamarhati Municipality** for necessary sanction and/or permission and/or clearance and/or approval as may or shall be required for the construction of the new building in the said property and also to get the same duly sanctioned and/or approved. The Developer shall be entitled to take all such change or modifications in the plan or plans from time to time as may be required by the Municipality or the Government or any other authority or to comply with such sanction, permission, clearance and approval as aforesaid. All costs, expenses and payments required for the preparation and sanction of the plan and all other incidental expenses for the above noted purposes stated hereinabove should be paid and borne by the Developer herein. Provided always that the Developer shall be entitled to all refunds of payments and/or deposits made by the Developer to any authority firm or person(s).
- ii) The said Owner shall sign all papers, which may be required for the sanction of the plan.
- iii) The Owner shall make the said property available to the Developer immediately on execution of these presents for the preliminary and preparatory work for its development and construction of the building. That the Developer shall pay to the owner one number rental accommodation from the date of handover physical possession of the said land till handover their respective allocation along with possession letter and site plan of respective flats duly signed by the parties.
- iv) The Developer at its own costs and expenses shall demolish the existing structure standing on the said land and shall be entitled to

sell or otherwise utilize the entire demolished structures for its own gain.

ARTICLE:V: BUILDING

- i) The Developer shall at its own cost construct the building in or upon the said property in accordance with the sanctioned plans which will be sanctioned by the Developer at its own cost without any hindrance or disturbance by or on behalf of the Owner or any person claiming under them.

- ii) The Developer shall be entitled to apply for in the name of the Owner and obtain quota, entitlement and other allocation of or for cement, steel, bricks and other materials as may be allowable for the construction of the building.

- iii) The Developer shall be entitled at its own cost to apply for and obtain temporary and/or permanent connection of water, sewage, electricity power, telex, telephone and/or gas to the building and other public utilities and facilities to the said property during the period of construction. The Owner or their legal heirs or assigns shall sign, execute and deliver all papers and applications signifying their consent and approval to enable the Contractor to obtain such public utility serviced and facilities.

- iv) The Developer hereby undertakes to prepare the new Building plan and keep it ready for submission before the authorities concerned for the sanction thereof immediately after execution of the instant Development Agreement and start construction within three months from the receipt of the sanctioned plan from the **Kamarhati Municipality** and to complete the construction of the building diligently and expeditiously and shall offer the Owner's allocated portion to the Owner within **24 months** from the date of sanction of the building plan unless prevented by circumstances beyond its control. In such eventualities the time shall be reasonably extended by the Owner but not exceeding more than six months.

v) Simultaneously with the execution of these presents, the Owner shall execute General Power of Attorney in favour of the Developer or its nominee authorizing them to represent the Owner before the **Kamarhati Municipality**, or any other authority or authorities including registration office for registration the developers allocation to the intending purchaser or purchasers and to sign any application, Scheme, map, drawing or any other writing in this behalf and to appear before the authority or authorities and to do all acts authorized by the said power of authority which shall remain operative till the construction of the building.

vi) That the Developer shall be at liberty to enter into agreement with prospective buyers of the several flats/office space/garage, excepting the Owner's portion at the proposed building with proportionate undivided share or interest in the land of the proposed building will be constructed by the Developer to receive all the sale proceeds thereof and Owner shall not have any claim whatsoever on the same or any part thereof. The Developer shall have the authority or be entitled to deliver khas possession to the said prospective purchasers from the Developers allocation.

vii) The Developer shall be entitled to give possession and shall execute and register the requisite deed of conveyance or conveyances in favour each of the intending Purchaser/Purchasers as per agreement for sale which is to be entered in between the Developer and the intending Purchaser or Purchasers and the Owner shall be debarred from demand or claiming for any consideration money or value in respect of the land or any thing attached thereto from the Developer and/or from the intending Purchaser/ Purchasers.

viii) The Owner shall pay all outstanding arrears of Municipal Taxes and other out goings if any in respect of the said land. The Developer shall pay the Municipal and other Government rents and taxes from the date of handing over possession of the said plot of land by the landowner and the landowner shall be liable for proportionate taxes and rents to the Government only in respect of

their share as mentioned above as Owner's Allocation upon getting physical possession along with separate possession letter with site plat duly signed by the parties of each flat of his share of allocation of the building.

ix) The Developer shall be at liberty to negotiate for and finalize sale/lease/mortgage/transfer on or in any manner of the total area excluding the reserved areas for the Landowner fully mentioned in the Article-I, Clause-IX with any prospective buyer or buyers or financier before or in course of construction or after the construction together with undivided proportionate share of land on which the said multistoried building will be constructed and common passage, space and all other common facilities and amenities of such consideration and on such terms and conditions and with such person or persons as the developer shall think fit and proper. It is clearly agreed and declared that consideration money for such transfer as aforesaid including earnest money or initial payments or part payments, full payment thereof shall be received by and belong absolutely to the Developer and the Owner shall not be entitled to any portion thereof.

x) The Developer shall be entitled to put their sign boards on the said land stating the name of the developer, their address and other particulars as may be required from the date of execution of this agreement. The Developer has the sole right to advertise in the daily news papers, magazines, radio, T. V. or any manner whatsoever in the name of the firm or self for publicity and sale of flats or shops which shall within the Developers allocation.

xi) Be it specifically mentioned herein that the legal heirs and successors of the present Owner and **her** heirs, executors, administrators, legal representatives should remain bound to abide by all the terms and conditions mentioned in this agreement if the Owner/owners expire during the completion of the construction of the proposed new building.

xii) It is further specifically agreed that a notice addressed to either party by a registered post with A/D, shall be deemed to be a valid notice duly served upon the parties.

ARTICLE – VI: CONSIDERATION & SPACE ALLOCATION:

i) Upon completion of the construction of the new building the Owner shall be allotted the Owner's portion in terms of Article I, Clause IX with the proportionate share or interest in the land, common areas including common roof right, and other facilities. Also upon completion of construction of the new building the Developer's portion shall belong to the Developer exclusively and the developer shall be entitled to deal with and dispose of its portion together with the undivided proportionate share or interest in the land, common areas including common roof right, community hall and other facilities.

ii) The Owner shall be entitled to transfer or dispose of the Owner's portion of the building with right to use the common areas and facilities situated thereon without any rights, claim demand, interest and whatsoever or howsoever of the Developer and any person or persons lawfully claiming on its behalf shall not in any way interfere with and disturb the quiet and peaceful possession of their portion.

iii) The Developer shall also be similarly exclusively entitled to the Developer's portion in the Building same as Owner and in the common area and facilities situated thereon with the exclusive right to deal with enter into agreement, sell the same and transfer the same without any right, claim, demand, interest whatsoever or howsoever of the Owner or any other person or persons lawfully claiming through them and shall not in anyway interfere with or disturb the quiet and peaceful possession of the developer's portion. Provided always that after the commencement of construction of the Building the Developer shall be entitled at all times to enter into agreement or agreements or contracts for transfer and/or dispose of the area of the Developer's portion on its responsibility and to receive earnest money and

payments for the sale of the area of the Developer's portion for which the Owner shall in no way be responsible. Similarly after the commencement of construction of the Building the Owner shall be entitled at all times to enter into agreement or agreements or contracts for transfer and/or dispose of the area of their portion on their responsibility and to receive earnest money and payments for the sale of the area of the Owner's portion for which the Developer shall in no way be responsible.

ARTICLE: VII: COMMON FACILITIES:

i) The owner shall bear and pay all rates and taxes and all other outgoings in respect of the said premises till the end of last quarter immediately preceding the execution of the Agreement. Thereafter the developer shall bear and pay all rates and taxes and other outgoings in respect of the said premises till the completion of the building and after hand over the owner's allocation owner are liable to pay taxes for her allocation only.

ARTICLE - VIII: MISCELLANEOUS:

i) The Owner and the Developer have executed this Agreement purely on Principal to principal basis and nothing stated herein shall be deemed or constructed as a Joint Venture or Joint Adventure between the Owner and the Developer, nor shall the Developer and Owner in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.

ii) The Owner or the Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of Force-Majeure with a view that obligation of the party affected by the Force-Majeure shall be suspended for the duration of the Force-Majeure.

ARTICLE VIII - JURISDICTION

Only courts in the competent jurisdiction in the District of **North 24 Parganas and/or Hon'ble High Court, Calcutta** shall have the jurisdiction to try and

determine all actions, suits and proceedings arising out of these presents between the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land measuring an area of **1(one) cottah 9 (nine) chhattack 29 (twenty nine) square feet** be the same a little more or less together with Tiles Shed having an area of 100 square feet standing thereon out of total land measuring an area of 2(two) cottahs 13 (thirteen) chhattack be the same a little more or less together with two storied building standing thereon appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, P.S. Belghoria, District North 24 Parganas appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 13, E/P No. 1030, S.P. No. 1780, C.S. & R.S. Plot Nos. 798 & 799, lying and situated at Premises No. 18, Anandagarh, Holding No. 128— under Kamarhati Municipality, Ward No. 26, P.S. Belghoria, Kolkata-700056, District North 24 Parganas and the same is butted and bounded by:

- ON THE NORTH BY** : 12'-00" wide Anandagarh Road;
ON THE SOUTH BY : House of Sri Ujjal Sarkar & Ors;
ON THE EAST BY : Existing land with building of Sri Bhaskar Sen &
ON THE WEST BY : House of Sri Sukumar Sen.

SCHEDULE ABOVE REFERRED TO:

Common Area

- a) Land Mentioned in the First Schedule.
- b) The beams, supports, main walls, corridors, lobbies, stairs, landings, stairways, pump room, electric meter room, entrance to and exit from the building and other areas and space of the Building intended for common use.
- c) Installation of common services such as water, sewerage etc.
- d) Pumps, motors, pipes, ducts and all apparatus and installations in the said building for common use.
- e) Overhead water tanks and reservoir.
- f) The ultimate roof of the building.

THE THIRD SCHEDULE ABOVE REFERRED TO:

- I. Construction will be RCC Framed Structure with Steel & Cement.
- II. All walls will be 200mm /125mm/75mm.
- III. Internal walls will be POP finish over Cement Plaster work.
- IV. All Doors will be good quality commercial Flush Doors.
- V. Flooring of flats will be good quality marble /vitrified tiles with 4" skirting and cooking platform will be of black stone with steel sink with one-tap point.
- VI. Toilet one number commode, white cistern of ISI branded, two-tap point and one shower point (all white).
- VII. All concealed line will be PVC wire and outer lines will be branded 'CPVC'.
- VIII. Toilets will be provided with good quality fittings with 6'6" tiles.
- IX. Sanitary fittings will be white good quality fittings .i.e ISI brand.
- X. External finish will be designer weather coat.
- XI. All doorframes will be provided by Shawl wooded and door will be provided commercial flush door and bathroom will be provided PVC frame and PVC door.
- XII. Main Door will be provided with fittings
- XIII. Electrical: - Concealed wiring with good quality Copper wire with branded switch. Total numbers of point will be 26 in case of two-bed room.
- XIV. Window & Grills: wooden window with glass fittings with safety grill.
- XV. Kitchen will be opened and tiles fittings 2'6".
- XVI. Adequate lighting will be provided in the Common areas.
- XVII. Dining: one white Basin & one Tap point.

Apart from above referred specification if any extra work shall be made in that case extra charges shall be paid by the owner/vendor.

IN WITNESSES WHEREOF the parties above hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

by the **VENDOR/LANDOWNER** at Kolkata

in the presence of :

1. *Dilip Kumar Saha*
Advocate
High Court, Calcutta

K. G. Sen

2. *Sanjay Ghosh*
of 36 Patna Road
Nimta Kal-49

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in the

presence of:

1. *Dilip Kumar Saha*
Advocate

NIGAMANANDA ABASAN PVT. LTD.

Comtan Kar
Director

2. *Sanjay Ghosh*

Drafted by

Dilip Kumar Saha
Dilip Kumar Saha

Advocate,

High Court, Calcutta

WB/1426/1995

MEMO OF CONSIDERATION

Received of and from the within named Developer the within mentioned sum of Rs. 3,00,000/- (Rupees three lakh only) being the consideration money Payable under this presence.

MEMO

Date	Cheque No.	Bank	Branch	Rupees
06.11.17	037261	BOI	Kamarhati	3,00,000.00

Total Rs. 3,00,000.00

(Rupees Three Lakh Only)

WITNESSES

1. *Silip Kumar Saha*
Advocate

2. *Sanjay Ghosh*

Keya Sen

.....
SIGNATURE OF THE VENDOR/ LANDOWNER

SPECIMEN FORM FOR TEN FINGERPRINTS



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

Signature _____



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

Signature _____



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

Signature _____

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201718-010191214-1

Payment Mode Online Payment

GRN Date: 04/11/2017 10:09:13

Bank : AXIS Bank

BRN : 290388559

BRN Date: 04/11/2017 10:10:01

DEPOSITOR'S DETAILS

Id No. : 15261000362322/3/2017

[Query No./Query Year]

Name : Dilip Kumar Saha

Contact No. :

Mobile No. : +91 7003419445

E-mail :

Address : Khardah

Applicant Name : Mr Keya Sen

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 2

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15261000362322/3/2017	Property Registration- Stamp duty	0030-02-103-003-02	21
2	15261000362322/3/2017	Property Registration- Registration Fees	0030-03-104-001-16	3021

In Words : Rupees Three Thousand Forty Two only

Total

3042

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

KEYA SEN
SIBNATH SEN

20/09/1963
Permanent Account Number

DGYPS7063G

Keya Sen
Signature



6000001

Keya Sen

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

NIGAMANANDA ABASAN PRIVATE
LIMITED

18/07/2012

Permanent Account Number

AAECN4139Q

02020903

NIGAMANANDA ABASAN PVT. LTD.

Contam Nee
Director

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

GAUTAM KAR

BIMAL CHANDRA KAR

31/01/1966

Permanent Account Number

AMUPK9834E


Signature



21882015

Gautam Kar

Major Information of the Deed

Deed No :	I-1526-03575/2017	Date of Registration	06/11/2017
Query No / Year	1526-1000362322/2017	Office where deed is registered	
Query Date	03/11/2017 12:35:19 PM	A.D.S.R. Belghoria, District: North 24-Parganas	
Applicant Name, Address & Other Details	Keya Sen 18 Ananda Garh D P Nagar, Thana : Belgharia, District : North 24-Parganas, WEST BENGAL, PIN - 700056, Mobile No. : 8697106109, Status : Seller/Executant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 3,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 13,12,221/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))	Rs. 3,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



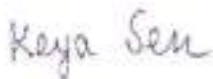
District: North 24-Parganas, P.S:- Belgharia, Municipality: ARIADHA KAMARHATI, Road: Anandagarh Main Road, Mouza: Basudebpur, Premises No. 18, Ward No: 26, Holding No:700056

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-798	RS-1030	Bastu	Bastu	1 Katha	1/-	7,99,999/-	Width of Approach Road: 12 Ft.,
L2	RS-799	RS-1030	Bastu	Bastu	9 Chatak 29 Sq Ft	1/-	4,82,222/-	Width of Approach Road: 12 Ft.,
TOTAL :					2.6446Dec	2 /-	12,82,221 /-	
Grand Total :					2.6446Dec	2 /-	12,82,221 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	30,000 /-	

Land Lord Details :




Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Smt Keya Sen Wife of Mr Bhaskar Sen Executed by: Self, Date of Execution: 06/11/2017 , Admitted by: Self, Date of Admission: 06/11/2017 ,Place : Office			
		06/11/2017	LTI 06/11/2017	06/11/2017

18 Ananda Garh D P Nagar, P.O:- Belgharia, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DGYPS7063G, Status :Individual, Executed by: Self, Date of Execution: 06/11/2017
 , Admitted by: Self, Date of Admission: 06/11/2017 ,Place : Office

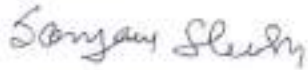
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Nigamananda Abasan Private Limited 71 Tarun Pally, P.O:- Belgharia, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056 , PAN No.:: AAECN4139Q, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Gautam Kar (Presentant) Son of Late Bimal Chandra Kar Date of Execution - 06/11/2017, , Admitted by: Self, Date of Admission: 06/11/2017, Place of Admission of Execution: Office			
		Nov 6 2017 11:39AM	LTI 06/11/2017	06/11/2017
	75 Nabin Pally, P.O:- Belgharia, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMUPK9834E Status : Representative, Representative of : Nigamananda Abasan Private Limited (as director)			

Identifier Details :

Name & address	
Mr Sanjoy Ghosh Son of Late Dharani Dhan Ghosh 36 Patna Road, P.O:- Nimta, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700049, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Smt Keya Sen, Mr Gautam Kar	
	06/11/2017

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Keya Sen	Nigamananda Abasan Private Limited-1.65 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt Keya Sen	Nigamananda Abasan Private Limited-0.994583 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Smt Keya Sen	Nigamananda Abasan Private Limited-100.00000000 Sq Ft

Endorsement For Deed Number : I - 152603575 / 2017

On 03-11-2017

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 13,12,221/-



Anupam Halder
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
North 24-Parganas, West Bengal

On 06-11-2017

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

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

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

Presented for registration at 11:28 hrs on 06-11-2017, at the Office of the A.D.S.R, Belghoria by Mr Gautam Kar .

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

Execution is admitted on 06/11/2017 by Smt Keya Sen, Wife of Mr Bhaskar Sen, 18 Ananda Garh D P Nagar, P.O: Belgharia, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700056, by caste Hindu, by Profession House wife

Identified by Mr Sanjoy Ghosh, , Son of Late Dharani Dhan Ghosh, 36 Patna Road, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

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

Execution is admitted on 06-11-2017 by Mr Gautam Kar, director, Nigamananda Abasan Private Limited, 71 Tarun Pally, P.O:- Belgharia, P.S:- Belgharia, District:-North 24-Parganas, West Bengal, India, PIN - 700056

Identified by Mr Sanjoy Ghosh, , Son of Late Dharani Dhan Ghosh, 36 Patna Road, P.O: Nimta, Thana: Nimta, , North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,021/- (B = Rs 3,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 3,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/11/2017 10:10AM with Govt. Ref. No: 192017180101912141 on 04-11-2017, Amount Rs: 3,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 290388559 on 04-11-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 21/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 142305, Amount: Rs.5,000/-, Date of Purchase: 18/10/2017, Vendor name: S Chatterjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/11/2017 10:10AM with Govt. Ref. No: 192017180101912141 on 04-11-2017, Amount Rs: 21/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 290388559 on 04-11-2017, Head of Account 0030-02-103-003-02



Anupam Halder
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1526-2017, Page from 101100 to 101131

being No 152603575 for the year 2017.



Digitally signed by ANUPAM HALDER
Date: 2017.11.07 14:48:26 +05:30
Reason: Digital Signing of Deed.

Anupam Halder

(Anupam Halder) 11/7/2017 2:48:02 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
West Bengal.

(This document is digitally signed.)