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# भारत INDIA INDIA NON JUDICIAL

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

District Sub-Register-II  
Alipore, South 24-pargana,

26-08-24

## **DEVELOPMENT AGREEMENT**

THIS DEED OF DEVELOPMENT AGREEMENT is made on this the 26<sup>th</sup> day  
of September, Two Thousand and Twenty Four (2024). ✓

B E T W E E N

S.M. CONSTRUCTION  
Subcontractor  
Proprietor

Ainley M. Deacon

SRI ANINDYA BHATTACHARYA (PAN- AFYPB0258E & Aadhaar No. 4710 1369 4091) son of Sri Adhir Kanta Bhattacharjee, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at P-25, Arcadia Extension, Post Office- Behala, Police Station- Behala, now Parnasree, Kolkata- 700034, District: South 24-Parganas, West Bengal, hereinafter called and referred to as the OWNER (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART:

A N D

S. M. CONSTRUCTION a Proprietorship Firm, having its office at 358, Raja Ram Mohan Roy Road, P.O. Paschim Putiary, P.S. Thakurpukur, now Haridevpur, Kolkata- 700041, District: South 24-Parganas, West Bengal, represented by its sole Proprietor SRI SUBRATA SARDAR (PAN- EFSPS4749B, & Aadhaar No. 7594 7270 1413) son of Sri Santosh Sardar, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 34, Diamond Harbour Road, P.O. Parnasree Pally, P.S. Behala, now Parnasree, Kolkata- 700060, 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 or subject be deemed to mean and include its successors-in-office, executors, administrators, legal representatives and/or assigns) of the OTHER PART:

WHEREAS at all material times, intents and purposes one Sri Surendra Nath Mondal was sole and absolute rightful owner, seized and possessed of and otherwise well

S.M. CONSTRUCTION  
Subrata Sardar  
Proprietor

Anindya Bhattacharya

and sufficiently entitled to ALL THAT piece and parcel of land measuring 0.83 acres more or less, lying and situated at Mouza- Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, comprised in Dag No. 714, appertaining to Khatlan No. 309 & 348, within P.S. previously Behala, thereafter Thakurpukur, now Haridevpur, formerly within the ambit of the Joka -II, Gram Panchayet, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 144, in the District of 24-Parganas, now South 24-Parganas.

AND WHEREAS during peaceful possession and enjoyment of the aforesaid property, by virtue of two separate Indentures of Sale, i.e. an Indenture of Sale dated 30<sup>th</sup> May, 1968 duly registered at the office of the Registrar of Assurance, Kolkata and recorded in Book No. I, Volume No. 95, Pages 125 to 132, Being No. 2541, for the year 1968, and an Indenture of Sale dated 31<sup>st</sup> July, 1969 duly registered at the office of the Registrar of Assurance, Kolkata and recorded in Book No. I, Volume No. 117, Pages 223 to 230, Being No. 3655, for the year 1969, the aforesaid Sri Surendra Nath Mondal sold, conveyed and transferred, at and for a valuable consideration, ALL THAT piece and parcel of land measuring 0.83 acres more or less, lying and situated at Mouza- Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, comprised in Dag No. 714, appertaining to Khatlan No. 309 & 348, within P.S. previously Behala, thereafter Thakurpukur, now Haridevpur, formerly within the ambit of the Joka -II, Gram Panchayet, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 144, in the District of 24-Parganas, now South 24-Parganas, together with all user and easement rights on common paths and passages and all other rights, benefits, facilities and appurtenances etc. attached therein and thereto, unto and

S.M. CONSTRUCTION  
Subroto Sardar  
Proprietor

*Subroto Sardar*

In favour of the Ashland Housing Co-operative Society Ltd. and delivered peaceful possession thereof.

AND WHEREAS after the said purchase the aforesaid Ashland Housing Co-operative Society Ltd. became the absolute rightful owner of the aforesaid land and got its name mutated and/or recorded with the records of the J.L. & L.R.O. now B.L. & L.R.O. authority concern.

AND WHEREAS thereafter in view of development of the aforesaid landed property known as Thakurpukur Scheme, the aforesaid Ashland Housing Co-operative Society Ltd. had filled up the said land by earth or soil upto the uniform level and divided the said property into several plots of land keeping provision of common passage/Road for ingress or egress to and from the aforesaid plots of land, and subsequently the said Society proclaimed and offered to sell such plots of land to the Society's members.

AND WHEREAS accordingly by virtue of a deed of conveyance dated 06/09/1975 the aforesaid Ashland Housing Co-operative Society Ltd. sold, conveyed and transferred ALL THAT piece and parcel of land measuring 4(four) Cottahs 0(zero) Chittaks 0(zero) Sq. ft. more or less, being plot no. 35 of the society's Thakurpukur Scheme, lying and situated at Mouza- Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, comprised in Dog No. 714, appertaining to Khatian No. 309 & 348, within P.S. previously Behala, thereafter Thakurpukur, now Haridevpur, In the District of 24-Parganas, now South 24-Parganas, together with all user and easement rights on common paths and passages and all other rights, benefits, facilities and appurtenances etc. attached therein and thereto, unto and in favour of Sri Suresh

S.M. CONSTRUCTION

*Suresh Barilar*

Proprietor

*Ainodha Maenaga*

Chandra Saha, at and for the valuable consideration as mentioned therein and the said Deed of Conveyance was duly registered in the office of the Sub-Register at Alipore, and recorded in its Book no. I, Volume no. 127, Pages 83 to 89, Being no. 4664, for the year 1975.

AND WHEREAS thereafter by virtue of a Deed of Conveyance dated 21<sup>st</sup> September, 1992 duly registered at the office of the A.D.S.R. Behala, South 24-Parganas and recorded in Book No.1, Being no. 5400, for the year 1992, the aforesaid Sri Suresh Chandra Saha, at and for a valuable consideration, sold, conveyed and transferred ALL THAT piece and parcel of land measuring 4(four) Cottahs 0(zero) Chittak 0(zero) Sq. ft. more or less, being plot no. 35 of the society's Thakurpukur Scheme, lying and situated at Mouza- Joka, J.L. No. 21, Touz No. 4, R.S. No. 94, comprised in Dag No. 714, appertaining to Khatian No. 309 & 348, within P.S. previously Behala, thereafter Thakurpukur, now Haridevpur, in the District of South 24-Parganas, together with all user and easement rights on common paths and passages and all other rights, benefits, facilities and appurtenances etc. attached therein and thereto, unto and in favour of Sri Somesh Chandra Chakravarty and delivered peaceful possession thereof.

AND WHEREAS after the said purchase, the aforesaid Sri Somesh Chandra Chakravarty became the sole and absolute rightful owner of the aforesaid land measuring 4(four) Cottahs 0(zero) Chittak 0(zero) sq. ft., more or less and thereafter he got the said property mutated and/or recorded in his name in the competent authority concern and the same became known and numbered as postal Premises No. 35, Diamond Park, (old), at present postal Premises No. B-20, Diamond Park, P.O.

S.M. CONSTRUCTION  
Subrata Banerjee  
Proprietor

*Subrata Banerjee*

Joka, P.S. Thakurpukur now Haridevpur, Kolkata- 700104, in the District of South 24-Parganas, and subsequently he obtained a sanctioned Building plan from the authority concerned and in accordance to the said Building plan he had erected a pacca Two storied Building thereon, for his dwelling purpose with his family members, and he had been enjoying, possessing and occupying the said property by paying rates and taxes to the appropriate authority or authorities concerned.

AND WHEREAS while thus the aforesaid Sri Somesh Chandra Chakravarty was possessing, occupying enjoying the aforesaid property, he died intestate on 04/05/2000 leaving behind surviving his wife Smt. Kamalika Chakravarty, one daughter Aindrila Chakravarty and one son named Sri Niladri Chakravarty, as his only legal heirs and successors, who by virtue of inheritance became the joint owners of the aforesaid land together with two storied Building standing thereon, as left by said Somesh Chandra Chakravarty, since deceased, each having undivided 1/3<sup>rd</sup> share thereto, as per provision of the Hindu succession Act, 1956. ✓

AND WHEREAS thereafter for urgent need of money, the aforesaid Smt. Kamalika Chakravarty and Aindrila Chakravarty and Sri Niladri Chakravarty through his constituted attorney Mamata Chakravarty, by virtue of a Deed of Conveyance dated 23<sup>rd</sup> May, 2003 sold, conveyed and transferred ALL THAT piece and parcel of entire Ground floor flat, measuring an area about 963 Sq. ft. more or less, of the Two Storied Building along with common easement rights upon the main entrance and water reservoir, together with undivided impartible proportionate share or interest in the land measuring 4(four) Cottahs 0(zero) Chittak 0(zero) sq. ft., more or less being plot no. 35 of the society's Thakurpukur Scheme, lying and situated at Mouza-

S.M. CONSTRUCTION  
Subrata Baral  
Proprietor

Aindrila Chakravarty

Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, comprised in Dag No. 714, appertaining to Khatian No. 309 & 348, within P.S. previously Behala, thereafter Thakurpukur, now Haridevpur, postal Premises No. B-20, Diamond Park, P.O. Joka, Kolkata- 700104, in the District of South 24-Parganas, together with all user and easement rights on common paths and passages and all other rights, benefits, facilities and appurtenances etc. attached therein and thereto, unto and in favour of Sri Dina Nath Mishra and delivered peaceful possession thereof, duly registered at the office of the D.S.R.- II, Alipore, South 24-Parganas and recorded in Book No.1, Volume no. 64, Pages 129 to 144, Being no. 03813, for the year 2004. ✓

AND WHEREAS by virtue of another Deed of Conveyance dated 23<sup>rd</sup> May, 2003 the aforesaid Smt. Kamalika Chakravarty and Aindrila Chakravarty and Sri Niladri Chakravarty through his constituted attorney Mamata Chakravarty, sold, conveyed and transferred ALL THAT piece and parcel of entire First floor flat, along with the room on the mezzanine floor, and the garage on the ground floor, the staircase and roof rights, measuring an area about 2060 Sq. ft. more or less, of the Two Storied Building along with common easement rights upon the main entrance and water reservoir, together with undivided imitable proportionate share or interest in the land measuring 4(four) Cottahs 0(zero) Chittak 0(zero) sq. ft., more or less being plot no. 35 of the society's Thakurpukur Scheme, lying and situated at Mouza- Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, comprised in Dag No. 714, appertaining to Khatian No. 309 & 348, within P.S. previously Behala, thereafter Thakurpukur, now Haridevpur, postal Premises No. B-20, Diamond Park, P.O. Joka, , Kolkata- 700104, in the District of South 24-Parganas, together with all user and easement rights on common paths and passages and all other rights, benefits, facilities and

S.M. CONSTRUCTION

*Subrata Sardar*  
Proprietor

*Ananya Sardar*

appurtenances etc. attached therein and thereto, unto and in favour of Sri Dina Nath Mishra and Smt. Janaki Mishra, and delivered peaceful possession thereof, duly registered at the office of the D.S.R.- II, Alipore, South 24-Parganas and recorded in Book No.1, Volume no. 36, Pages 563 to 580, Being no. 01867, for the year 2006.

AND WHEREAS by way of said purchase the aforesaid Sri Dina Nath Mishra and Smt. Janaki Mishra, became the absolute rightful joint owners, seized and possessed of ALL THAT piece and parcel of land measuring **4(four) Cottahs 0(zero) Chittak 0(zero) Sq. ft.** more or less, together with Two Storied Building, standing thereon, being plot no. 35, lying and situated at Mouza- Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, comprised in Dag No. 714, appertaining to Khatlan No. 309 & 348, within P.S. previously Behala, thereafter Thakurpukur, now Haridevpur, being postal Premises No. B-20, Diamond Park, P.O. Joka, Kolkata- 700104, in the District of South 24-Parganas, together with all user and easement rights on common paths and passages and all other rights, benefits, facilities and appurtenances etc. attached therein and thereto, and they got the said property duly mutated and/or recorded in their names with the Kolkata Municipal Corporation, and the same became known and numbered as K.M.C. Premises No. 266, Diamond Park, P.S. Thakurpukur, now Haridevpur, Kolkata- 700104, within the limits of the Kolkata Municipal Corporation, Ward No. 144, vide Assessee No. 71-144-05-1604-3, and had been enjoying the same peacefully, free from all encumbrances.

AND WHEREAS while the aforesaid Sri Dina Nath Mishra and Smt. Janaki Mishra had been enjoying, occupying and possessing the said property jointly, the said Sri Dina

S.M. CONSTRUCTION  
Subrata Bardar  
Proprietor

*Subrata Bardar*

Nath Mishra, died intestate on 03/02/2009, leaving behind surviving his wife Smt. Janaki Mishra, one son named Sri Mukesh Mohan Mishra, and three daughters namely Shilpa Mishra, Smita Das, and Smt. Sangeeta Mishra, as his only legal heir, successor, and legal representative, who by virtue of inheritance became absolute rightful joint owners in respect of aforesaid entire landed properties, as left by said Dina Nath Mishra, since deceased, as per provision of the Hindu succession Act, 1956.

AND WHEREAS accordingly by way of said purchase and by virtue of inheritance the aforesaid Smt. Janaki Mishra, Sri Mukesh Mohan Mishra, Shilpa Mishra, Smita Das, and Sangeeta Mishra, thus had become the absolute rightful joint owners, seized and possessed of and otherwise well and sufficiently entitled to the aforesaid entire landed properties i.e. ALL THAT piece and parcel of land measuring **4(four) Cottahs 0(zero) Chittak 0(zero) Sq. ft.** more or less, together with Two Storied Building, standing thereon, being **K.M.C. Premises No. 266, Diamond Park, P.S. Thakurpukur, now Haridevpur, (postal Premises No. B-20, Diamond Park), Kolkata- 700104**, within the limits of the Kolkata Municipal Corporation, Ward No. 144, vide Assessee No. 71-144-05-1604-3, in the District of South 24-Parganas, together with all user and easement rights on common paths and passages and all other rights, benefits, facilities and appurtenances etc. attached therein and thereto, and they had been enjoying the same peacefully by paying Govt. Revenues, rates and taxes with the appropriate authority or authorities concerned, free from all encumbrances.

AND WHEREAS thereafter for urgent need of money, by virtue of a Deed of Conveyance dated 26<sup>th</sup> September, 2023, duly registered in the office of the

S.M. CONSTRUCTION  
*Subrata Sardar*  
Proprietor

*Amrita Banerjee*

Additional District Sub-Registrar, Behala, and recorded in Book No. I, Volume No. 1607-2023, Pages 343794 to 343837, Being No. 160711525, for the year 2023, the aforesaid Smt. Janaki Mishra alias Mishra Janaki, Sri Mukesh Mohan Mishra, Shilpa Mishra, Smita Das, and Sangeeta Mishra, therein mentioned as the Vendors, sold, transferred, conveyed the aforesaid **ALL THAT** piece and parcel of land measuring **4(four) Cottahs 0(zero) Chittak 0(zero) Sq. ft.** more or less, together with Two Storied Building, standing thereon, lying and situated at Mouza- Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, comprised in R.S. & L.R. Dag No. 714, appertaining to R.S. Khatian No. 309 & 348, under L.R. Khatian No. 1930, 1931 & 1932, being K.M.C. Premises No. 266, **Diamond Park**, P.S. Thakurpukur, now Haridevpur, (postal Premises No. B-20, Diamond Park), Kolkata- 700104, within the limits of the Kolkata Municipal Corporation, Ward No. 144, vide Assessee No. 71-144-05-1604-3, in the District of South 24-Parganas, together with all user and easement rights on common Paths and Passages and all other rights, benefits, facilities and appurtenances etc. attached therein and thereto, at and for the valuable consideration mentioned therein, unto and in favour of Sri Anindya Bhattacharya son of Sri Adhir Kanta Bhattacharjee, therein mentioned as the Purchaser, (the Owner herein) and delivered peaceful possession thereof.

**AND WHEREAS** subsequently it transpired some mistakes and inaccuracies in the aforesaid Registered Deed of Conveyance dated 26<sup>th</sup> September, 2023, but the said mistakes and inaccuracies had been corrected and/or rectified by virtue of a Deed of Declaration, dated 26/09/2024, duly registered in the office of the D.S.R. **III**, Alipore, South 24-Parganas and recorded in its Book No. IV Being No. 1603 00711, for the year 2024.

S.M. CONSTRUCTION  
*S. M. CONSTRUCTION*  
*S. M. CONSTRUCTION*  
Subrata Sardar  
Proprietor

*Anindya Bhattacharya.*

AND WHEREAS in the manner as aforesaid, the aforesaid Sri Anindya Bhattacharya (the Owner herein) thus has become the sole and absolute rightful owner, seized and possessed of the aforesaid ALL THAT piece and parcel of land measuring **4(four)** Cottahs **0(zero)** Chittak **0(zero)** Sq. ft. more or less, together with Two Storied Building, standing thereon, lying and situated at Mouza- Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, comprised in R.S. & L.R. Dag No. 714, appertaining to R.S. Khatian No. 309 & 348, under L.R. Khatian No. 1930, 1931 & 1932, being **K.M.C. Premises No. 266, Diamond Park, P.S. Thakurpukur, now Haridevpur, [postal Premises No. B-20, Diamond Park], Kolkata- 700104**, within the limits of the Kolkata Municipal Corporation, Ward No. 144, vide Assessee No. 71-144-05-1604-3, in the District of South 24-Parganas, together with all user and easement rights on common Paths and Passages and all other rights, benefits, facilities and appurtenances etc. attached therein and thereto, and while he has been enjoying, occupying and possessing the said property he got mutated and recorded the said land his name in the L.R. settlement record through B.L. & L.R.O. authority concern, comprised in **L.R. Dag No. 714**, under **L. R. Khatian No. 7115**, in the District of South 24-Parganas, as more fully and particularly described in the **SCHEDULE "A"** hereunder written, and he has been enjoying the same peacefully and uninterruptedly, free from all encumbrances, liens, lispendens, charges, attachments, claims or demand whatsoever from any corner.

AND WHEREAS the aforesaid land Owner Sri Anindya Bhattacharya has decided to construct the said New G+IV Storied Building at the said premises with modern amenities and facilities but due to lack of finance and technical knowledge, the OWNER is in search for a suitable solvent Developer to implement his aforesaid desire and intention and to that effect the OWNER approached the developer **S. M. CONSTRUCTION** a Proprietorship Firm; having its office at 358, Raja Ram Mohan Roy Road, P.O. Paschim Putiary, P.S. Thakurpukur, now Haridevpur, Kolkata- 700041, District: South 24-Parganas, West Bengal, to develop his aforesaid premises for construction of a G+IV Storied Building thereon as per Sanctioned Building Plan of

**S.M. CONSTRUCTION**

*Subrata Sardar*

Proprietor

*Anindya Bhattacharya*

the K.M.C., to be sanctioned by the K.M.C., in the name of the owner at the costs and expenses of the Developer and after several discussion between the parties herein, the OWNER the DEVELOPER have agreed to enter into this Development Agreement to avoid any future litigation, misunderstanding and dispute in between them and also amongst their respective legal heirs, and successors and legal representatives.

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

**1.0**

**ARTICLE-I DEFINITION**

1.1 Owner and the Developer shall include their respective transferees and Nominees.

1.2 Premises shall mean **ALL THAT** piece and parcel of Bastu land, measuring **4(four)** Cottahs **0(zero)** Chittak **0(zero)** Sq. ft. more or less, together with Two Storied Building, standing thereon, lying and situated at Mouza- Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, comprised in R.S & L.R. Daq No. 714, appertaining to R.S. Khatian No. 309 & 348, under L.R. Khatian No. 7115, being **K.M.C. Premises No. 266, Diamond Park, P.S.** Thakurpukur, now Haridevpur, (postal Premises No. B-20, Diamond Park), Kolkata-700104, within the limits of the Kolkata Municipal Corporation, Ward No. 144, vide Assessee No. 71-144-05-1604-3, in the District of South 24-Parganas, together with all user and easement rights on path and passages with all other rights, benefits, privileges, facilities and appurtenances etc. attached therein and thereto.

1.3 Owner shall mean and include **SRI ANINDYA BHATTACHARYA** son of Sri Adhir Kanta Bhattacharjee, by faith- Hindu, by Nationality- Indian, by occupation-

**S.M. CONSTRUCTION**  
*Subrata Sardar*  
Proprietor

*Anindya Bhattacharya*

Business, residing at P-25, Arcadia Extension, Post Office- Behala, Police Station- Behala, now Parnasree, Kolkata- 700034, District: South 24-Parganas, West Bengal,, and his heirs, executors, successors, legal representatives and/or assigns.

1.4 **The Developer** shall mean and include S. M. CONSTRUCTION a Proprietorship Firm, having its office at 35B, Raja Ram Mohan Roy Road, P.O. Paschim Putlary, P.S. Thakurpukur, now Haridevpur, Kolkata- 700041, District: South 24-Parganas, West Bengal, represented by its sole Proprietor SRI SUBRATA SARDAR (PAN- EFSPS4749B, & Aadhaar No. 7594 7270 1413) son of Sri Santosh Sardar, by faith- Hindu, by Nationality- Indian, by occupation- Business, residing at 34, Diamond Harbour Road, P.O. Parnasree Pally, P.S. Behala, now Parnasree, Kolkata- 700060, District- South 24- Parganas, and its successors-in-office, representatives, administrators, and assigns.

1.5 **New Building** shall mean and include Residential New G+IV Storied Building to be constructed on the said premises in accordance with the sanction Building plan of the K.M.C. authority concerned and with necessary additional structures along with other space or spaces intended for the enjoyment by the occupants of the Building.

1.6 **Common facilities** and amenities shall include Top roof, trace, corridors, septic tank, drainage and sewerage line and connection all plumbing installation, meter space, pump, main entrance gate, path and passages etc. and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the Building and/or the common facilities or any of them there on as the case may be, shall be enjoyed by the owner and the Developer jointly and

S.M. CONSTRUCTION  
Subrata Sardar  
Proprietor

*Subrata Sardar*

undividedly along with their respective nominees, and all such common areas to be included as saleable area in respect of Flats or any other space or spaces in the proposed New Building.

1.7 **Owner's Allocation** shall mean:- The Owner shall be entitled to get from the Developer, free of cost in lieu of his land, (i) **Entire First floor flat or flats**, (ii) **Entire Second floor flat or flats**, (iii) **50% share of Ground floor Flat or flats**, and (iv) **50% Car-Parking spaces**, on the Ground floor, of the proposed New G+IV storied Building, together with undivided imitable proportionate share or interest in the land at the said premises as more fully described in the **Schedule "A"** hereunder written along with all common facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/Occupiers at the said premises, and in addition to that the Developer has this day paid a sum of **Rs. 10,00,000/-** (Rupees Ten Lakh) only to the Owner (the receipt of which the Owner doth hereby admit acknowledge as per memo ~~copy~~ receipt hereunder written), being the non-refundable and non-adjustable money, and in all to be treated as **Owner's Allocation**, which is more particularly described in the **Schedule 'C'** hereunder written.

1.8 **Developer's Allocation** shall mean, save and except the owner's allocation as aforesaid, i.e. (i) **Entire Third floor flat or flats**, (ii) **Entire Fourth floor flat or flats**, (iii) **50% share of Ground floor Flat or flats**, and (iv) **50% Car-Parking spaces**, on the Ground floor, of the proposed New G+IV storied Building, together with undivided imitable proportionate share or interest in the land at the said premises as more fully described in the **Schedule "A"** hereunder written along with all common

S.M. CONSTRUCTION  
*S. M. Construction*  
Proprietor

*Arindra Mehta*

facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/Occupiers at the said premises, to be treated as **Developer's Allocation**, which is more particularly described in the **Schedule 'D'** hereunder written.

1.9 Architect shall mean any qualified person who will act as an architect of the said Building for designing and planning of the New Building at the said premises.

1.10 Building plan shall mean such plan or plans for construction of the New Building to be sanctioned by the K.M.C. authority concern and shall include any amendment thereto and/or modification thereof. And before submitting the said Building plan for getting necessary sanction from the K.M.C. authority concern, the Developer shall send the said building plan to the owner and the Owner shall approve the same.

1.11 Words importing singular shall include plural and vice-versa.

1.12. Transferee shall mean a person or persons firm or association of persons to whom any space in the building shall be transferred.

1.13 Words importing masculine Gender shall include feminine and neuter genders, likewise words importing feminine genders shall include masculine and neuter genders.

## 2.0

### ARTICLE-II TITLE AND INDEMNITIES

2.1 The Owner hereby declare that the Owner has marketable title to the said premises and the Owner has good right and title to enter into this agreement with the Developer and the Owner hereby declare that the said premises is free from all encumbrances, liens, charges, mortgage whatsoever.

S.M. CONSTRUCTION  
Subrata Sardar  
Proprietor

*Subrata Sardar*

2.2 The Owner is in physical possession of the premises free from all and any manner of lispendens, charges, liens, charges, attachments, claims, encumbrances or mortgages whatsoever.

2.3 The Owner hereby also undertakes that the Developer shall be entitled to construct and complete the building on the said premises and to retain and enjoy the Developer's Allocation therein without any interruption or interference from the Owner or any person or persons lawfully claiming through or under the Owner as long as the Developer fulfills its part of these presents and the Owner undertakes to indemnify and keep the Developer indemnified against all loss and damages and costs, charges and expenses incurred as a result of any breach of this understanding.

2.4 The Developer undertakes to construct a New G+IV Storied Building in accordance with the sanction Building Plan, to be sanctioned by the Kolkata Municipal Corporation and undertakes to pay any or all damages, penalties and/or compounding fees payable to the authority or authorities concerned relative to any deviation without making the Owner in any way liable for that. And after completion of the Building the Developer shall obtain the Completion Certificate from the K.M.C. authority concerned and a Xerox copy of the Completion Certificate shall be given to the Owner, and all the cost and expenses including fees Bill for getting the Completion Certificate from the K.M.C. authority, the Owner and the Developer shall pay and/or bear equally. And it is to be mentioned here that the Owner shall not raise any demand or gives any direction to the Developer for any deviation in the Owner's Allocation of the proposed new Building, and as well as the owner shall not pay any penalty, fees and other cost and expenses to get the regularized Building plan from the K.M.C. authority.

2.5 The Developer shall act as an independent contractor in constructing the Building and undertakes to keep the Owner indemnified from and against all third

S.M. CONSTRUCTION

Subrata Sardar

Proprietor

Subrata Sardar

party claims or compensation and actions arising out of any act or omission of the Developer or any accident in or relative to the construction of the Building.

**3.0**

**ARTICLE - III-EXPLOITATION RIGHTS**

3.1 Immediately after the execution of this Agreement, the Developer shall be entitled to deal with the said land on the terms and conditions herein contained and also in accordance with the powers and authorities conferred on the Developer by the Owner in accordance with the Power of Attorney, executed for the purpose of development and construction of the Building contemplated in these presents with power to sell, convey and transfer the Developer's share of Allocation, excepting the portion demarcated and/or separately allocated for the Owner as aforesaid, and thereby to enter into an Agreement for sale, lease or let out the various portions of the Developer's Allocation with any intending Purchaser/Purchasers and to receive earnest money and/or any part payment and entire sale proceeds in respect thereof.

3.2 The OWNER hereby gives the Developer necessary license and permission to enter into the said premises and he has handed over and/or deliver the peaceful vacant possession of the said property with the execution of this Development Agreement.

3.3 Demolition of the existing structures of the said premises shall be responsibility of the Developer who shall be entitled to get the salvage materials arising there from. The cost, charge and expenses for such demolition and removal of debris and site clearance will be paid, met and borne by the Developer.

**4.0**

**ARTICLE - IV-BUILDING**

4.1 The Developer shall have exclusive right at its own costs to construct a New G+IV Storied Building in the said premises in accordance with the sanctioned plan

**S.M. CONSTRUCTION**

*Suresh Sardar*

Proprietor

*Arindra Mehta*

without any hindrance or obstruction from the Owner or any person claiming through his as long as the Developer fulfills the terms and conditions of these presents. The Type of construction will be as mentioned in the **Schedule 'B'** hereunder written. The Developer shall ensure that the Building conform to Class-I standard Building specifications.

4.2 The Developer shall install and provide in the Building at its own costs, underground and overhead water Reservoir and other facilities and amenities as normally contained in the multi-storied Building in this area to make the same totally and absolutely habitable.

4.3 The Developer hereby undertakes to construct the Building diligently and expeditiously and handover the Owner's Allocation to the Owner within **24(twenty four) Months** from the date of execution of this Development Agreement, subject to force majeure.

5.0

## ARTICLE-V – CONSIDERATION & SPACE ALLOCATIONS

5.1 In consideration of the Owner having agreed to grant an exclusive right to the Developer to commercially exploit the premises by constructing a New G+IV Storied Building as per Sanction Building Plan of the K.M.C., the Owner shall be entitled to get Owner's Allocation, as more fully and particularly mentioned and described in the **SCHEDULE 'C'** hereunder written and save and except the Owner's Allocation all the remaining constructed area of the New Building and every part thereof and rights and properties appurtenant thereto shall be treated as the Developer's Allocation, as more fully and particularly mentioned and described in the **SCHEDULE 'D'** hereunder written.

5.2 The Developer and the Owner and their respective nominees shall use the top roof of the Building undividedly as common portions and if in near future for any change of any rule, the civic authority gives permission for any further construction

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Sebrat Sardar  
Proprietor

in that case the Owner and the Developer shall be entitled to enjoy such benefits equally.

5.3 The Owner shall be entitled to use and enjoy individually or to transfer or dispose of the Owner's Allocation in the New G+IV Storied Building, proposed to be constructed, at the said premises without any disturbance from the Developer with the exclusive right to enter into an Agreement for sale, and transfer the same without any claim, demand, interest whatsoever or howsoever from the Developer or any person or persons lawfully claiming through the Developer, who shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation however the possession of the same shall be given only after finally handing over the Owner's Allocation to the Owner.

5.4 The entire Buildings shall be of uniform construction with the standard materials as per specification as sanctioned by the Kolkata Municipal Corporation as more fully and particularly described in the **SCHEDULE 'B'** hereunder written appearing herein after and if at any time the Owner shall request the Developer to provide any other kind of materials or additional facilities in the Owner's Allocation, all extra costs, charges and expenses thereof shall be borne and paid by the Owner.

5.5 The Developer shall use standard quality of materials for the construction of the entire Building. The Owner shall have authority to inspect the quality of the materials if so desire and the Developer shall in no way obstruct the Owner or his Agent from making such inspection at any point of time of such construction as may be desired by the Owner.

5.6 The Developer shall be exclusively entitled to the Developer's Allocation in the said proposed New Building without in any way disturbing the common facilities situated thereon with the exclusive right to deal with Sale, enter into Agreement(s) for Sale or any other way transfer of the same without any claim, demand, interest, interruption whatsoever or howsoever of the Owner and/or any person or persons lawfully claiming through him shall not disturb the quiet and peaceful possession

S.M. CONSTRUCTION

*Sukanta Baruah* *Amaya Bhattacharya*

Proprietor

and enjoyments of the Developer's Allocation and the Developer shall solely be entitled to receive any Booking Money, Part payment, Advance, earnest money and the entire Sale Proceeds, from any intending purchaser or purchasers in respect of Developer's Allocation only.

5.7 That after completion and construction of the New Building in the said premises the Developer shall at first handover and/or deliver the Owner's Allocation in favour of the Owner and then the Developer shall handover and/or deliver the Developer's Allocation in the said proposed New Building unto and in favour of the intending Buyers/Purchasers.

## 6.0

### ARTICLE-VI – COMMON FACILITIES

6.1 All rates and taxes and outgoing if any in respect of the said premises shall be borne and paid in the manner as follows :-

- By the Owner all the dues and outstanding Taxes up to the execution of this Agreement and the cost & expenses for K.M.C. & B.L. & L.R.O. mutation of the said property in the name of the Owner herein.
- During the execution of this Project the entire tax shall be paid by the Developer.
- After completion/handover the Owner's Allocation, by the Owner and/or Purchasers of the Owner's Allocation and by the Developer and/or by the Purchasers of the Developer's Allocation.

6.2 As soon as the Owner's Allocation in the New Building is completed in habitable condition, the Developer shall give written notice to the Owner to take possession of the Owner's Allocation in the said Building and from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal and property taxes, rates and duties, dues and other statutory outgoings and impositions whatsoever (hereinafter for the sake

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Subrah. Sureswar  
Proprietor

*Amulya Meenaga*

of brevity collectively referred to as 'the said rates') payable in respect of the said Owner's Allocation. Similarly as and from the said date, the Developer or its nominee or nominees shall be exclusively responsible for payment of all the said rates in respect of the Developer's Allocation. The said rates are to be apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole. The Certificate of the Architect in respect of the said Building as to its completion and measurement in terms whereof and the quality of the material used therein shall be final and binding on the both parties herein.

6.3 At and from the date of service of the Notice of Possession, the Owner and the Developer shall also be responsible to pay and bear and shall pay the proportionate in terms and on the same basis hereinabove the service charges for the common facilities in the building payable with respect of their respective allocation, the said charges to including premium of the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation, maintenance operation and repair and removal charges for bill collection and management of common facilities, renovation, replacement, repair and the maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switch, gear, transformers, generators if any, pumps, motors and other electrical and mechanical installations, appliances and equipments, corridors, passage ways, paths ways and other common facilities whatsoever including creation of a sinking fund.

## 7.0

### ARTICLE VII-MISCELLANEOUS

7.1 It is understood that from time to time to enable the construction of the proposed New Building by the Developer various acts, deeds, and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the Owner and various applications and other documents may be required legally to be signed or made by the Owner to

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Proprietor

*Amrapali Mehta*

which no specific provisions has been made herein. The Owner hereby authorized the Developer to do all such acts being required by the Developer in this behalf to execute any such additional power or powers of Attorney and/or his authorization or authorizations as may be legally required by the Developer for the purpose as also undertakes to sign and execute all such additional application or other documents as may be required for the purpose which will be expressly stated herein shall not in any way prejudice the interests of the Owner detailed hereinabove.

7.2 The Developer shall in consultation with the Owner be entitled to frame a scheme for the management and administration of the said Building and/or common parts thereof. The Developer shall issue written notice to the Owner inviting the Owner to take possession and upon expiry of seven days from the date of receiving the notice thereof if the Owner willfully fails or neglects to take possession of the his Allocation in the new Building, it will be treated and/or deemed that the possession of the Owner's Allocation has been duly hand over to the Owner.

7.3 Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owner if delivered by hand against receipt thereof or sent by prepaid Registered Post/Speed Post at the address given herein above and shall likewise be deemed to have been served on the Developer if delivered by hand against receipt thereof or sent by prepaid registered post to the office of the Developer at the address given above.

7.4 Be it mentioned here that during the construction of the Building and till the Developer's share of allocation is fully disposed of the Developer shall always remain

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Gurtej Sardar *Gurtej Sardar* *Arvind Mehta*  
Proprietor

as the Owner of the entire structural area in the proposed new Building as would be constructed by the Developer by its own costs and expenses and after handing over the vacant possession of the Owner's Allocation, the Ownership of the Owner will automatically change to the extent that the Owner will be the sole and absolute Owner of the structural area of his Allocation together with undivided proportionate share or land attributable to the said structural area and in consideration of which the Owner or his duly authorized Attorney shall sell, convey and transfer the remaining undivided proportionate share of land attributable to the structural area of the Developer's Allocation either to the Developer or to its Nominee or Nominees being the Purchaser or purchasers of Flats/Spaces and Car-Parking spaces without taking any other or further consideration save and except the Owner's Allocation either from the Developer or from its Nominee or Nominees.

8.0

ARTICLE VIII -MUTUAL OBLIGATION

8.1 The Developer undertakes that it will complete the building within the time Stipulated period of 24(twenty four) Months from the date of execution of this Development Agreement, except the circumstances beyond its control.

8.2 The Owner covenant with the Developer that in case the project is neglected, delayed or otherwise fails due to breach of contract and/or default on the part of the Owner, then in that event Developer shall be entitled to compensation for all expenses incurred by it which will be assessed by the Valuer to be appointed by the Developer therein.

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Subrata Sardar  
Proprietor

Subrata Sardar

8.3 The Owner undertakes not to transfer, mortgage, charge the said property nor shall lease in any way or encumber the said land or property which is the subject of this Agreement in any manner whatsoever during the subsistence of this Agreement but the Developer shall have the right and liberty to mortgage and/or create charges in respect of Developer's Allocation before any Nationalized Bank or Private Bank but in such cases the Owner shall not be financially liable or responsible for the same and if required the Owner shall sign in the necessary papers and documents to that effect.

As per requirement and at the request of the Developer the present Owner shall always be ready to sign and execute all necessary papers, documents and Deed of conveyances in respect of Developer's Allocation unto and in favour of any intending purchaser(s), as to be nominated by the Developer.

8.4 That the Owner shall not be liable for any bad workmanship of the proposed Building at the said premises and shall also not be liable and responsible for any monetary transaction with the Nominee or Nominees of the Developer.

8.5 In case of breach of any of the provisions herein, the party in breach of contract shall be liable to pay such damages as shall be determined by the Court of Law as mentioned in Clause 8.6 herein below, but no party shall be entitled to terminate this Agreement without the consent of the other party in writing.

8.6 Alipore Judges' Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the Parties hereto.

8.7 That the Owner has this day handed over all the photo copies of all the title Deed(s) and all other connecting papers and documents, and all the original of title Deed(s) has been retained in the custody of the Owner herein, and the Owner

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Subrata Sardar *Subrata Sardar*  
Proprietor

hereby agreed to produce the said original title Deeds before any Govt. or semi Govt. authority or authorities concern, Bank or Financial Institution or organization and/or any intending Buyer or Buyers of the proposed new Building in the premises, as and when called upon by the Developer to the Owner, and after sell out of all the owner's Allocation, the Owner shall handover the said all the original title Deed(s) to the owners' Association or committee of the said proposed New Building in the said Premises.

9.0

ARTICLE-IX- TIME FOR COMPLETION

9.1 Under all circumstances and notwithstanding anything mentioned before or after the developer has assured to complete construction of the proposed new Building within **24(twenty four) Months** from the date of execution of the this Development Agreement and if the Developer fails and/or neglects to complete the construction works then another **6(six) months** shall be extended, subject however to standard International Force Majeure condition in which case the Developer shall not be held liable for any delay in completion, and if the Developer fails to hand over the peaceful vacant possession of the Owner's Allocation within the said stipulated period, in that event the Developer shall compensate the Owner by paying **Rs.25,000/- (Rupees twenty five thousand)** only per month till the next **24(twenty four) Months** and yet to be the developer failed to handover of the Owner's Allocation in favour of the Owner in that case the Developer shall compensate the Owner by paying **Rs.1,00,000/- (Rupees one lakh)** only per month till the handover of the Owner's Allocation, but the Owner shall not be entitled to cancel and/or rescind this Development Agreement. And upon construction and completion of the Building the Developer shall handover and/or deliver the khas

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Proprietor

*Subrata Sardar*

possession of the Owner's Allocation to the Owner by issuing Possession Letter with the Letter Pad of the Developer.

10.0

ARTICLE - IX - FORCE MAJEURE

10.1 Force Majeure shall mean flood, earth-quake, riot, war, storm, tempest, Cyclone, Civil Commotion, strike, pandemic and/or any other act or commission beyond the reasonable control of the parties, and in such situation the period of construction and completion of the proposed new Building shall be extended on mutual discussion in between the parties.

SCHEDULE - "A" REFERRED TO ABOVE

(i.e. the entire premises)

ALL THAT piece and parcel of Bastu land measuring 4(four) Cottahs 0(zero) Chittak 0(zero) Sq. ft. be the same or a little more or less, together with Two Storied Building, measuring more or less 1600 Sq. ft. covered structural area (i.e. 800 Sq. ft. on the Ground floor + 800 Sq. ft. on the First floor) standing thereon, lying and situated at Mouza- Joka, J.L. No. 21, Touzi No. 4, R.S. No. 94, comprised in R.S. & L.R. Dag No. 714, appertaining to R.S. Khatian No. 309 & 348, under L.R. Khatian No. 7115, being K.M.C. Premises No. 266, Diamond Park, P.S. Thakurpukur, now Harldevpur, (postal Premises No. B-20, Diamond Park), Kolkata- 700104, within the limits of the Kolkata Municipal Corporation, Ward No. 144, vide Assessee No. 71-144-05-1604-3, in the District of South 24-Parganas, together with all user and easement rights on path and passages and all other rights, benefits, privileges, facilities and appurtenances etc. attached therein and thereto and to take drainage and sewerage connections, electric line, Cable line, telephone line, water pipe lines etc. over,

S.M. CONSTRUCTION

*Sudarshan Sardar*

Proprietor

*Manager*

through or underneath the said common passages and/or road, which is butted and bounded as follows:-

ON THE NORTH : 27' ft. wide K.M.C. Road.

ON THE SOUTH : Diamond Tower.

ON THE EAST : Land with Building .

ON THE WEST : Ownership Building.

Road Zone : (Premises Not Located On D.H. Road -- ) ,

SCHEDULE "B" ABOVE REFERRED

(Details of fixture, fittings, standard materials etc. to be provided)

1. Entire flooring of the flat will be made of floor tiles (2' X 2') interior wall finished with wall putty and exterior wall would be finished with weather cote paint.
2. Kitchen & Toilet floor will be made of Marble, Toilet's walls tiles up to 6' ft.
3. In the Kitchen one cooking platform of black stone with Green top marble, wall dado of glazed tiles up to 24" inches height over the platform and a steel sink will be provided in the kitchen.
4. Door: All doors of the flat made of wooden frame with flush door of standard quality ply ( door skin and lock to be given in the main door as per developer choice, and hasbold to be fixed in all inside doors ).
5. Window: Aluminum framed with 4 mm. glass and grills will be provided in the windows.
6. One toilet in the Dining space and one W.C. attach with the Bed room, In the toilet, western/Indian commode with cistern and with 2 Tap connections shall be

S.M. CONSTRUCTION

*Subrata Sardar*

Proprietor

*Anindya Mukundanayya*

provided and geyser point shall be made in the Toilet and in the W.C. western commode with cistern and with 2 Tap connections. All sanitary fittings made of Hindware/Parryware branded and supreme pipe.

7. Concealed wiring with points as under:-

- (a) Bed room : 2 light points, 1 fan point, 1 plug point (5 Amp.), and 1 night lamp point will be provided in the each bed Room and one A.C. point will be provided in the master bed Room of the flat.
- (b) Toilet & W.C. : 1 light point, 1 plug point (15 Amp), will be provided in the both Toilet & W.C. and 1 exhaust fan point and 1 geyser point will be provided in the toilet.
- (c) Kitchen : 1(one) light point, 1 (one) 15 Amp. plug point and 1 (one) exhaust fan point, 1 (one) aqua guard point & 1 (one) Chimney point.
- (d) Drawing & Dining : 2 light points, 2 fan point, 1 plug points (one 5 Amp. 1 T.V. Point and 1frig point will be provided.
- (e) Balcony : 1 light point.

(8) Calling bell connection will be provided in the flat above/beside the main door frame. All electrical wire will be of Finalex and/or Havells.

(9) The Developer shall install reputed and branded company's lift and lift accessories (SAS Company) for common use of all the flat Owners/Occupiers with proper certificate as required by law.

(10) Special Fittings as per Owner's choice will be provided at entire cost to be borne and paid by the Owner in advance.

S.M. CONSTRUCTION  
Subrata Sarbari *Subrata Sarbari* *Subrata Sarbari*  
Proprietor

**SCHEDULE "C" ABOVE REFERRED**  
(i.e. Owner's Allocation)

The Owner shall be entitled to get from the Developer, free of cost in lieu of his land, (i) Entire First floor flat or flats, (ii) Entire Second floor flat or flats, (iii) undivided 50% share of the Flat, on the Ground floor, south-west side, and (iv) Two Car-Parking spaces, on the Ground floor, North-western side, of the proposed New G+IV storied Building, TOGETHER WITH undivided impropable proportionate share or interest in the land at the said premises as more fully described in the Schedule "A" herein above written, along with all common facilities and amenities, benefits and privileges in the common parts and service areas along with other flat Owners/Occupiers at the said premises, and in addition to that the Developer has this day paid a sum of Rs. 10,00,000/- (Rupees Ten Lakh) only to the Owner (the receipt of which the Owner doth hereby admit acknowledge as ~~recd~~ memo. of receipt hereunder written), being the non-refundable and non-adjustable money, and in all to be treated as Owner's Allocation.

**SCHEDULE "D" AS REFERRED TO ABOVE**  
(i.e. Developer's Allocation)

Developer's Allocation shall mean, i.e. (i) Entire Third floor flat or flats, (ii) Entire Fourth floor flat or flats, (iii) 50% share of Ground floor Flat or flats, and (iv) 50% Car-Parking spaces, on the Ground floor, of the proposed New G+IV storied Building, together with undivided impropable proportionate share or interest in the land at the said premises as more fully described in the Schedule "A" herein above written along with all common facilities and amenities, benefits and privileges in the common

S.M. CONSTRUCTION  
Subrata Sardar  
Proprietor

*Subrata Sardar*

parts and service areas along with other flat Owners/Occupiers at the said premises, to be treated as Developer's Allocation.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal this the day month and year first above written.

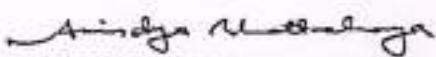
SIGNED, SEALED AND DELIVERED

By both the parties at Kolkata

In Presence of :-

WITNESSES :-

1. Anish K. Karanaker  
Add: 26/1 Riven Ray Road,  
East, Kolkata - 700008



SIGNATURE OF THE OWNER

2. Sanjoy Kumar Das  
P-29 Arcadia Extension  
Behala Kal- 700034

S.M. CONSTRUCTION  
Subrata Sardar

Proprietor

-----  
SIGNATURE OF THE DEVELOPER  
-----

Drafted by me as per instructions and documents supplied by the parties hereto:-

Alipore Barrister.

Advocate

Alipore Police Court, Kolkata-700027.  
Enrolment No. WB- 135/2003.

MEMO. OF RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of Rs.10,00,000/- (Rupees Ten Lakh) only as and by way of agreed sum of non-refundable and non-adjustable money, as per terms of this Agreement in the manner as per memo. below: -

By Cheque no. " 000011 " dated 26/09/2024 .... Rs. 5,00,000/-  
drawn on HDFC Bank.

By Cheque no. " 000012 " dated 26/09/2024 .... Rs. 5,00,000/-  
drawn on HDFC Bank.

-----  
Total = Rs. 10,00,000/-  
(Rupees Ten Lakh) only.

*Sinay Maenaluga*.....  
SIGNATURE OF THE OWNER

In presence of:

WITNESSES :-

1. *Arvind Kumar Kar*  
Add: 26/L Bisan Roy Road,  
East, Kolkata - 700008

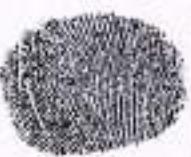
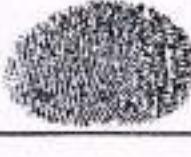
2. *Sanjoy Kumar Kar*  
P-29, Arcadia Extension  
Behala, Kol- 700034

	Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name :- ANINDYA BHATTACHARYA

Signature.....

✓

	Thumb	1 <sup>st</sup> Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name :- SUBRATA SARDAR

Signature.....

### Major Information of the Deed

Deed No :	I-1603-16587/2024	Date of Registration	26/09/2024
Query No / Year	1603-2002501973/2024	Office where deed is registered	
Query Date	22/09/2024 1:38:19 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Aloke Biswas Alipore Police Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9748887252, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Stampduty Paid (SD)	Rs. 95,15,998/-		
Rs. 10,021/- (Article:48(g))	Registration Fee Paid		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assessment slip. (Urban area)		

#### Land Details :

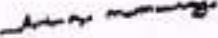
District: South 24-Parganas, P.S: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Diamond Park (Joka), Road Zone : (Premises Not Located On D.H. Road - ), Premises No: 266, Ward No: 144 Pin Code : 700104

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	4 Katha		83,99,998/-	Width of Approach Road: 27 Ft, Adjacent to Metal Road,
	Grand Total :			6.6Dec	0/-	83,99,998/-	

#### Structure Details :

Sch No:	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1600 Sq Ft.	0/-	11,16,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 19 Years, Roof Type: Pucca, Extent of Completion: Complete					
					Floor No: 1, Area of floor : 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 19 Years, Roof Type: Pucca, Extent of Completion: Complete
	Total :	1600 sq ft	0/-	11,16,000/-	

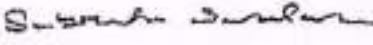
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature	Photo	Finger Print	Signature
1	<p><b>Shri ANINDYA BHATTACHARYA</b> Son of Shri Adhir Kanta Bhattacharjee Executed by: Self, Date of Execution: 26/09/2024 , Admitted by: Self, Date of Admission: 26/09/2024 ,Place : Office</p> <p>26/09/2024</p>		 Captured	
<p>P-25, Arcadia Extension, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX4 , PAN No.: AFxxxxxx8E, Aadhaar No: 47xxxxxxxx4091, Status :Individual, Executed by: Self, Date of Execution: 26/09/2024 , Admitted by: Self, Date of Admission: 26/09/2024 ,Place : Office</p>				

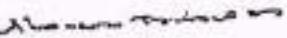
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p><b>S. M. CONSTRUCTION</b> 35B, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putlary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Date of Incorporation:XX-XX-2XX4 , PAN No.: EFxxxxxx9B, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature	Photo	Finger Print	Signature
1	<p><b>Shri SUBRATA SARDAR (Presentant )</b> Son of Shri Santosh Sardar Date of Execution - 26/09/2024 , Admitted by: Self, Date of Admission: 26/09/2024, Place of Admission of Execution: Office</p> <p>26/09/2024 1:41:11PM</p>		 Captured	
<p>34, Diamond Harbour Road, City:- , P.O:- Paramasree Pally, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700060, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.: EFxxxxxx9B, Aadhaar No: 75xxxxxxxx1413 Status : Representative, Representative of : S. M. CONSTRUCTION (as sole Proprietor)</p>				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Aloke Biswas</b> Son of Mr Atul Chandra Biswas Alipore Police Court, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	26/09/2024	26/09/2024	26/09/2024
<b>Identifier Of Shri SUBRATA SARDAR, Shri ANINDYA BHATTACHARYA</b>			

**Transfer of property for L1**

Sl.No	From	To, with area (Name-Area)
1	Shri ANINDYA BHATTACHARYA	S. M. CONSTRUCTION-6.6 Dec
<b>Transfer of property for S1</b>		
Sl.No	From	To, with area (Name-Area)
1	Shri ANINDYA BHATTACHARYA	S. M. CONSTRUCTION-1600.0000000 Sq Ft

**Endorsement For Deed Number : I - 160316587 / 2024**

**On 26-09-2024**

**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 : 46 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:28 hrs on 26-09-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri SUBRATA SARDAR ..

**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 95,15,998/-

**Admission of Execution ( Under Section 68, W.B. Registration Rules, 1962 )**

Execution is admitted on 26/09/2024 by Shri ANINDYA BHATTACHARYA, Son of Shri Adhir Kanta Bhattacharjee, P-25, Arcadia Extension, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Business

Indentified by Mr Aloke Biswas, , Son of Mr Atul Chandra Biswas, 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 68, W.B. Registration Rules, 1962 ) - [Representative]**

Execution is admitted on 26-09-2024 by Shri SUBRATA SARDAR, sole Proprietor, S. M. CONSTRUCTION (Sole Proprietorship), 35B, Raja Ram Mohan Roy Road, City:-, P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Indentified by Mr Aloke Biswas, , Son of Mr Atul Chandra Biswas, 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 10,053.00/- ( B = Rs 10,000.00/-, 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 10,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/09/2024 10:15PM with Govt. Ref. No: 192024250225863318 on 25-09-2024, Amount Rs: 10,021/-, Bank: SBI EPay ( SBEPay ), Ref. No. 5488339918435 on 25-09-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 134483, Amount: Rs.100.00/-, Date of Purchase: 12/09/2024, Vendor name: S DEY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/09/2024 10:15PM with Govt. Ref. No: 192024250225863318 on 25-09-2024, Amount Rs: 9,921/-, Bank: SBI EPay ( SBEPay ), Ref. No. 5488339918435 on 25-09-2024, Head of Account 0030-02-103-003-02



Debasish Dhar  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - III SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 442162 to 442199  
being No 160316587 for the year 2024.



Digitally signed by MD IYARAFIUN GAZI  
Date: 2024.10.03 16:19:33 +05:30  
Reason: Digital Signing of Deed.

(Md Iyarafiun Gazi) 03/10/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.