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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.

[Signature]
District Sub-Register-III
Alipore, South 24-parganas

29 JAN 2025

REGISTERED DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 28th day of January
2025 (Two Thousand Twenty Five)

BETWEEN

24 JAN 2025

No: 5186 Date: Rs 100.
Name: Rana Guha Bakshi. Adv.
Address: Alipore Judges Court.
Vendor - Washim Cazi KN-27.
Alipore Judges Court
Kolkata-700 027

Signature of Vendor



Ranaguhabakshi
Advocate
No Late S.N. Guha Bakshi
Alipore Judges Court
KN-27
WB/342/340/88

(1) **SRI AMAL KUMAR MITRA** (PAN - AJOPM1595M, Aadhaar No.6380 0192 5757, Mobile - 9433801603), son of Late Sanat Kumar Mitra, by faith - Hindu, by Nationality - Indian, residing at 64A, Pratapaditya Road, Post Office - Kalighat, Police Station - Tollygunge, Kolkata - 700026, (2) **SMT. KANA SARKAR** (PAN - AIMPS4238A, Aadhaar No.2066 4786 8829, Mobile - 9231626325), wife of Late Debasish Sarkar, by faith - Hindu, by Nationality - Indian, residing at 6/2, South Kulia Road, Belegkata, Post Office & Police Station - Beliaghata, Kolkata - 700010, (3) **SMT. MINAKSHI BOSE** (PAN - ATXPB8279Q, Aadhaar No. 4518 7640 1221, Mobile -8981096329), wife of Late Sanjay Bose, by faith - Hindu, by Nationality - Indian, residing at 14 Raj Krishna Pal Road, Post Office & Police Station - Garfa, Kolkata - 700075 and (4) **SMT. SATHI SARKAR** (PAN - FCLPS7429K , Aadhaar No. 6229 6657 9096, Mobile - 8910426768), wife of Swapan Sarkar, by faith - Hindu, by Nationality - Indian, residing at 18, Vidya

Sagar Sarani, Post Office-Haltu, Police Station -Survey Park, Kolkata - 700078, hereinafter jointly called and referred to as "the **OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

M/S. HAPPY HIVES CONSTRUCTION a Proprietorship Firm having its office at 92, Purna Chandra Mitra Lane, Post Office - Tollygunge, Police Station: Charu Market, Kolkata : 700033 represented by its Proprietor **KALYAN KUMAR PAUL** (PAN - AFSPPO696J, Aadhaar No. 2589 6482 5721, Mobile No. 9903349116), son of Late Rakhal Chandra Paul, by faith : Hindu, by nationality : Indian, by Occupation : Business, residing at 92, Purna Chandra Mitra Lane, Post Office - Tollygunge, Police

Station: Charu Market, Kolkata : 700033, hereinafter called and referred to as "the **DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his respective heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**

WHEREAS by virtue of a Deed of Conveyance dated 20.06.1934 made between Smt. Charubala Kar therein described as Vendor of the First Part therein, Kashi Kanta Kar described as Party of the Second Part therein and Hem Chandra Mitra therein described as Purchaser of the Third Part therein, the said Vendor for the consideration mentioned therein sold, transferred, assigned and assured unto and in favour of the said Purchaser **ALL THAT** piece and parcel of Revenue Free land containing an area of 5 Cottahs 7 Chittaks 41 Square Feet more or less lying situate at and being

Premises No. 64, Pratapaditya Road in the town of Calcutta now Kolkata formerly Plot No. 297 of the surplus land in Calcutta Improvement Trust Scheme No. IVA formed of portion of old Municipal Premises No.37, Russa Road South being a portion of Holding No.29, Sub-Division - H, Division - VI, Dihi Panchannagram, Police Station - Tollygunge, Sub-Registration District Office in the District : 24-Parganas. The said Deed of Conveyance was registered in the office of the District Sub-Registrar of 24 Parganas Alipore recorded in Book No. I, Volume No. 50, Pages from 225 to 230, Being No. 2602 for the year 1934.

AND WHEREAS thereafter Hem Chandra Mitra died intestate and his wife Nihar Mala Mitra died intestate leaving behind their only son Sanat Kumar Mitra and only daughter Smt. Nandita Nag as their only legal heirs and successors as per Hindu Succession Act .

AND WHEREAS thereafter the said Sanat Kumar Mitra died intestate on 25.01.1967 leaving behind his wife Maya Rani Mitra, one son Amal Kumar Mitra and three daughters namely Smt. Kana Sarkar, Smt. Minakshi Bose and Smt. Sathi Sarkar as his legal heirs and successors.

AND WHEREAS thereafter Smt. Nandita Nag as Plaintiff filed a suit for Partition, delivery of possession and for other reliefs against Smt. Maya Rani Mitra, Amal Kumar Mitra, Sathi Mitra, Smt. Kana Sarkar and Smt. Minakshi Bose before the Learned 3rd Assistant District Judge at Alipore, 24 Parganas as it was then being Title Suit No.17 of 1988 and final decree was passed on 12.12.1996 by the Learned 3rd Assistant District Judge at Alipore, 24 Parganas.

AND WHEREAS on terms of the final decree the Defendants namely Smt. Maya Rani Mitra, Amal Kumar

Mitra, Sathi Mitra, Smt. Kana Sarkar and Smt. Minakshi Bose was allotted to the exclusion of other co-owner entirety of Premises No.64A, Pratapaditya Road, Tollygunge having land area 2 Cottahs 8 Chittaks 20 Square Feet more or less togetherwith two storied building standing thereon or on part thereof.

AND WHEREAS by virtue of a Deed of Gift dated 30.06.1999 corresponding to 15th Ashar 1406 B.S. Maya Rani Mitra gifted her undivided 1/5th share unto and in favour of her son Amal Kumar Mitra in respect of Premises No. 64A, Pratapaditya Road, Tollygunge having land area 2 Cottahs 8 Chittaks 20 Square Feet more or less togetherwith two storied building standing thereon or on part thereof which is morefully and particularly described in the Schedule thereto. The said Deed of Gift was registered in the Office of the Additional District Sub-Registrar Alipore South 24 Parganas and was duly registered recorded in Book No. I, Volume No.

112, Pages from 193 to 198, Being No. 3026 for the year 1999.

AND WHEREAS said Mayarani Mitra died intestate on 28.11.2010 leaving behind her only son Amal Kumar Mitra and three married daughters namely Sathi Sarkar, Smt. Kana Sarkar and Smt. Minakshi Bose as her legal heirs and successors, as per Hindu Succession Act .

AND WHEREAS the Owners No.1 has got undivided $\frac{2}{5}$ th share by way of inheritance and by way of Gift, Owner No.2 has got undivided $\frac{1}{5}$ th share by way of inheritance, Owner No.3. has got undivided $\frac{1}{5}$ th share by way of inheritance and Owner No.4 has got undivided $\frac{1}{5}$ th share by way of inheritance and are now jointly seized and possessed of and/or sufficiently entitled to **ALL THAT** Premises No. 64A, Pratapaditya Road bearing

Assessee No. 110881101361, Police Station - Tollygunge,
Ward No.88, Kolkata - 700026 having land area 2
Cottahs 8 Chittaks 20 Square Feet togetherwith two
storied building standing thereon or on part thereof
free from all encumbrances but subject to one tenant
occupying in a portion of Ground Floor which is
morefully and particularly described in the **FIRST
SCHEDULE** hereinunder written and hereinafter
referred to as "the **SAID PREMISES**"

AND WHEREAS the First Party/Owners herein intended
to make construction of a New building by demolishing
their existing structure engaging a reputed Builder/
Promoter of their choice on certain terms, conditions and
stipulations according to mutual discussion and
acceptance amongst themselves.

**NOW THIS AGREEMENT FOR DEVELOPMENT
WITNESSETH** as follows:

1. That, the present Agreement for Development deemed to have been commenced on and with effect from the date of signing of the Agreement i.e. the 28th day of *January*, 2025.

2. **THE OWNERS** shall mean the said Amal Kumar Mitra, Sathi Sarkar, Smt. Kana Sarkar and Smt. Minakshi Bose further include each of their respective legal heirs, executors, administrators, representatives and/or assignees as the case may be.

3. **THE DEVELOPER** shall mean the Kalyan Kumar Paul further include his heirs, administrators, legal representatives and assigns as the case may be.

4. **THE SAID PROPERTY** shall mean **ALL THAT** Premises No. 64A, Pratapaditya Road bearing Assessee No. 110881101361, Police Station - Tollygunge, Ward No.88, Kolkata - 700026 having land area 2 Cottahs 8

Chittaks 20 Square Feet togetherwith two storied building standing thereon or on part thereof fully described in the **FIRST SCHEDULE** below.

5. **THE BUILDING** shall mean **ALL THAT** proposed New Building so to be constructed by the Developer on the said property of the Owners in accordance with the Building permit to be granted by the Kolkata Municipal Corporation by exercising maximum FAR as per Building Rules of the Kolkata Municipal Corporation.

6. **THE OWNERS' ALLOCATION** shall mean and include three separate self contained flats i.e. One BHK Flat on the First Floor and one two BHK Flat (covering 628 Square Feet approx with proportionate stair) on the North -East side on the First Floor and one two BHK Flat with one toilet, one W.C., one dining - cum-kitchen, one balcony (covering 628 Square Feet approx with proportionate stair) on the North - East side on the Second Floor

and two car parking space on the Ground Floor of the proposed new building alongwith undivided proportionate share or interest in land of the premises alongwith undivided proportionate variable share in the common areas to be constructed and completed as per technical specification mentioned in the **SECOND SCHEDULE** hereto together with undivided proportionate variable share or interest in land of the said property along with undivided proportionate share in the common areas i.e. main gates, lobby, stair case lobbies, stair, lift under and overhead water reservoir, septic tank, electrical and plumbing installations, ultimate roof/terrace etc. morefully and particularly described in the **THIRD SCHEDULE** hereunder written and the Owners' allocation is morefully and particularly described in the Part - 1 of the **FOURTH SCHEDULE** hereunder written.

7. **THE DEVELOPER'S ALLOCATION** shall mean **ALL THAT** entire remaining portion/s of the proposed

constructed area and remaining car parking spaces and other saleable spaces in the Ground Floor i.e. one BHK Flat on the Second Floor and entire Third Floor of the proposed new building alongwith undivided proportionate share or interest in land and alongwith undivided proportionate variable share in the common areas to be constructed and completed as per technical specification mentioned in the **SECOND SCHEDULE** hereto together with undivided proportionate share or interest in land of the said property along with undivided proportionate share in the common areas i.e. main gates, lobby, stair case lobbies, stair, lift under and overhead water reservoir, septic tank, electrical and plumbing installations, ultimate roof/terrace etc. morefully and particularly described in the **THIRD SCHEDULE** hereunder written and the Developer's allocation is morefully and particularly described in the Part - II of the **FOURTH SCHEDULE** hereunder written. The

Developer shall be entitled to all usufructs i.e. if any additional FAR of the proposed Building Plan.

8. **THE OWNERS REPRESENT AND DECLARE** as follows:

A. That the said property is free from all encumbrances and the Owners have good, valid and lawful marketable title in all respect relating to the said property which the Developer investigated and confirmed and satisfied .

B. That the Owners are entitled to enter this Agreement with the Developer and they have full right and authority to sign and execute the same.

9. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as follows:

A. That in lieu of the clauses so mentioned above written, the Owners hereby grants exclusive right and

authority to the Developer to conduct the development work in respect of the said property of the Owners by constructing thereon the proposed New Building in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation and such construction of Building shall necessarily to be completed within the period of 22 months from the date of execution of this Development Agreement and from subsequent possession by the Owners to the Developer save and except tenanted portion in the Ground Floor and the Developer further may be given three months grace period to complete the construction, if work is delayed due to force majeure.

B. That the Owners shall at the request and cost of the Developer sign and execute from time to time all agreements/documents/ deeds/ plan/ drawing designs/ revised plans/modified plans etc. of the proposed new building till completion of the proposed new Building

and to be modified by the Kolkata Municipal Corporation or other authorities provided that all costs, charges and expenses in this connection shall be borne and paid by the Developer alone and the Developer shall indemnify and keep indemnified the owners from and against all actions, costs, suits, proceedings, fines, penalties, damages incurred or suffered by the Owners.

C. That the Owners and the Developer shall exclusively be entitled to hold, possess and enjoy their/ its respective allocation in the proposed new Building without any claim, demand, right or interest therein of the other part and shall further nor in any way interfere or disturb the quiet and peaceful possession of the other.

10. DEALINGS OF SPACES OF THE BUILDING :-

A. The Developer shall on completion of the said new Building, put the Owners first in undisputed possession

of the Owner's allocation before handing over Developer's allocation to its prospective buyers, **TOGETHER WITH** the common right and interest on all common areas and facilities.

B. The Owners shall be entitled to transfer or otherwise deal with the Owners' allocation of the said proposed new Building at their absolute discretion.

C. The Developer shall be entitled to transfer or otherwise deal with the Developer's allocation of the said building at its absolute discretion, after handing over possession of the Owners' allocation.

11. **CONSIDERATION :-**

A. The Developer shall be at liberty to sell or allot Flats or Units/ garages in the said proposed new

Building under its allocation to be developed on the said property and to enter into Agreements with the prospective Buyer/s on such terms & conditions as its might think fit and proper without affecting any right or interest of the Owners. The Developer shall also fully and absolutely entitled to the all sale proceeds of all the flats or Units/ garages and other saleable spaces under its allocation together with undivided proportionate share or interest in land of the said property along with undivided proportionate share in the common areas i.e. main gates, lobby, lift, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, ultimate roof/terrace etc. of the proposed new building provided this clause will be effected after giving possession to the Owners' allocation .

B. The Owners have agreed to execute and/or join in execution of the Sale Deed/s only in respect of

proportionate share of land and common spaces in favour of the Buyer/s of all the Flat/s, car parking spaces and other spaces to be developed by the Developer in respect of the Developer's allocation of the proposed new building. The Developer will sign as Confirming Party in the said Deeds of Conveyance. Be it mentioned herein that the Developer shall not be entitled to transfer in respect of Owners' allocation to any buyer or buyers.

12. **BUILDING AND OTHER RELATED MATTERS**

A. The Developer hereby agrees to develop and/or cause to be developed the said property for and on behalf of the Owners on the terms mentioned herein and as per building permit to be granted by the Kolkata Municipal Corporation in the name of the Owners for constructing proposed New Building thereon. The Developer agrees that it will obtain completion certificate etc. required to complete the development work on the said property at its own cost and on its responsibility but in the names of the Owners and on their behalf.

B. The Specification of the materials and workmanship in the construction of the proposed construction to be constructed by the Developer shall follow the National Building Code (Latest Edition), and the construction shall be done using standard quality of materials, and the Owners or their nominated person or persons will inspect the same during the course of construction

C. As soon as the Building is completed alongwith the completion certificates from KMC, the Developer shall give written notice to the Owners at their respective addresses now they are residing requiring the Owners to take possession of the Owner's Allocation in the said Building. After 7 (Seven) days from the date of service of such notice and at all times thereafter the Owners shall be responsible for payment of all Municipal and Statutory taxes, rates, duties and other impositions including regular payment of monthly maintenance

charges that will be payable in respect of the Owners' Allocation in the said Building. However, the said rates and charges shall be payable on pro-rata basis, if the same is being levied on the Building as a whole. The Developer shall manage and control the maintenance of the proposed new building after its completion .

13. OWNERS' OBLIGATION :-

A. The Owners do hereby further covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the said proposed new Building at the said property in favour of the Intending Purchaser/s of Flat/s, units of the said proposed Building.

B. The Owners hereby agrees to render all assistance and co-operation that may be required by the Developer

from time to time to carry out the development work in respect of the said property and construction and completion of the Building and structure thereon in accordance with the concerned authorities and in respect of any other matters relating to or arising therefrom provided that the Owners shall not be liable to incur any financial obligations on that behalf.

C. The Owners do hereby agree and covenant with the Developer not to let out, grant lease, mortgage, assign and/or to create charge or part with possession of the said property or any portion thereof in favour of any Third Party during, the subsistence of the present Agreement for Development.

D. The Owners shall, execute a Power of Attorney in favour of the Developer or its nominee or nominees giving all necessary powers and authorities required to

carry out the work of development and its sales in all respect as contemplated by these presents.

E. The Owners shall give inspection of all original documents in respect of the said property to the Developer as and when the same would be required and also deliver all original documents, instruments etc. in respect of the said premises to the Developer for facilitating proposed development works.

14. DEVELOPER'S OBLIGATIONS :-

The Developer hereby agrees and covenants with the owners not to do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing the Owners' Allocation in the said proposed new Building.

The Developer shall not assign this project / agreement to any third party without the written consent of the Owners.

That the Developer shall not make any violation, deviation or construction of the provisions of the Building Rules applicable for the construction of the said building and for this the Developer solely responsible and /or liable for that .

15. OWNERS' INDEMNITY :-

A. The Owners shall indemnify and keep indemnified the Developer against all Third Party claim regarding the marketable title of the Owners in respect of the said property and further indemnified that, on completion of the constructional work of the Building, the Developer shall be entitled to use, enjoy and possess its allocated space without any hindrance or interference on the part of the Owner subject to handover Owners' allocation.

B. In the event of the Developer paying any refundable deposits to the Kolkata Municipal Corporation and other

concerned authorities in the course of the development work, the Developer is entitled to the refund of such deposit in its name. To enable the Developer to obtain the refund the Owners shall sign and execute all such writings as may be required by the Developer in that behalf without raising any objection or requisition in that behalf.

16. DEVELOPER'S INDEMNITY :-

The Developer shall indemnify and keep indemnified the Owners against all losses, damages, costs, charges and expenses that will be incurred or suffered by the Owners on account of or arising out of any breach of any of these terms or due to accident or any mishap during construction or due to any claim made by any Third Party in respect of such construction or otherwise howsoever.

17. COMMON RESTRICTIONS

The Owners' allocation in the said building shall be subject to the same restrictions on transfer and use as are applicable in the Developer's allocation in the said building intended for the common benefit of all occupiers which shall include in following :-

(a) The Owners or the Developer or any of their transferees shall not use or permit to use of their respective allocation in the said building or any portion thereof for carrying on any alterations illegal and immoral trade or activity nor use allocation thereof for any purpose which may create a nuisance or hazard to the other occupiers of the said building.

(b) The Owners and the Developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make

any structural interaction thereon without the previous consent of the Developer/ flat Owners association envisaged hereinafter in this behalf. The Owners and the Developer and any of their transferees shall keep the interior walls, sewers, drains, pipes, other fittings, fixtures and appurtenances, floor ceiling in their respective allocations in the said building in good working conditions and repair in particulars so as not to cause any damages of the said building or any other space as accommodation therein and shall keep the Owners and the Developer and the other occupiers of the said building as the case may be indemnified from and against the consequences of any breach . ✓

18. MISCELLANEOUS :-

A. The Owners hereby agree to abide by all the Rules and Regulations to be framed by the Association of Flat

Owner/s of the proposed new Building who will be ultimately in charge of the maintenance of the said Building and/or common parts/areas thereof and hereby given their consent to abide by such Rules and Regulations to be framed by the Developer .

B. This Agreement will not be treated as a partnership between the Owners and the Developer.

C. It is also categorically agreed to between the parties hereof that, even from the date hereof if the Party of the Second Part fails and neglects to complete the same in all manner as stated above within the agreed and stipulated period as stated herein before in that event, the Party of the Second Part shall pay liquidated damages at the rate of Rs.20,000/- (Rupees Twenty Thousand) only per month to the Party of the First Part i.e. Owners herein for each and every month of delay in

completing such construction work in all respect of the proposed new building till such time the possession of First Part's Allocation are duly handed over to them. Payment of such liquidated damages shall commence forthwith from the date of first default month by month till completion of the building alongwith the completion certificate from the K.M.C.

D. The Developer shall be entitled to put up a temporary Advertisement board at the said property during the course of construction without involving the names of the Owners in any manner and which the Owners will be entitled to remove forthwith if the Developer has committed any breach of this agreement .

E. The Developer hereof on completion of the entire construction work of the proposed new Building at its own costs and expenses shall obtain the requisite

Building completion and/or occupancy certificate from the Kolkata Municipal Corporation and handover a duly attested Photo copy of the same by the Notary Public to the Owners on or before delivery of possession of the Owners' allocation .

F. The Developer shall appoint Architect, Engineer and other at its choice and the costs in this regard shall be borne by the Developer alone.

G. All out of pocket expenses of and incidental to this Agreement and transactions in pursuance thereof including the Deed of Conveyance and other assurances in respect thereof including stamp duty and registration charges shall be arranged to be paid by the Developer or its nominee/s so that the Owners will not be required to pay the same.

H. The Developer shall be entitled to enter into separate contracts in its own name with Building

Contractors, Architects and others for carrying out the said development at its own risk and cost.

I. The Developer shall be entitled to all salvage value of the existing building to be demolished by the Developer for proposed development work.

J. The Owners shall pay and bear all costs and expenses beyond the specifications mentioned in the **SECOND SCHEDULE** herein to the Developer.

K. The Developer shall provide one Number of interim accommodation to the Owner No.1 during the period of proposed construction, at some fruitful place and the rent as well as accrued will be paid by the Developer month by month in handing over possession .

L. The Owners herein shall mutate their names in the Assessment record of the Kolkata Municipal

Corporation in respect of the said premises and shall pay and bear all outstanding KMC Tax, levis, interest etc. till the execution of this Development Agreement, thereafter the liabilities lies on the Developer.

M. The Developer shall be solely responsible for any effective settlement with the existing tenant occupying a portion in the Ground Floor at its own cost and expenses.

N. The Owner shall indemnify and keep indemnified the Developer against all Third Party claim regarding the marketable title of the Owner in respect of the said property and further indemnified that, on completion of the constructional work of the Building, the Developer shall be entitled to use, enjoy and possess his allocated space without any hindrance or interference on the part of the Owner subject to handover Owner's allocation. Be it relevant to mentioned that the Developer shall have right to sell its allocated portions/areas of the proposed

building to its intending Purchaser/s at any consideration money as per choice of the Developer and the total consideration money received by it shall be totally utilized by the Developer. In this respect the Developer's shall be responsible in payment of income Tax or any other taxes in the concerned authorities. As such the Owner shall have no responsibilities in payment of income tax to the concerned authorities. The parties hereto shall execute further instruments after obtaining Building Permit from the KMC regarding their /his allocation by depicting two different colours on the Xerox copy of the Building Permit.

This Development Agreement and related Power of Attorney shall never be treated as Agreement /Final Document for transfer of property between the Owners and the Developer in any way.

20. FORCE MAJEURE :-

A. The Parties hereof shall not considered to be held responsible and liable for any obligation performance of

which would have been prevented by the existence of the **"FORCE MAJEURE"** and shall be suspended from the obligation during the duration of the **"FORCE MAJEURE"**.

B. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, pandemic, strike and/or any other act or commission beyond the control of the Parties hereto.

21. JURISDICTION :-

The Courts of Kolkata alone shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of the present Agreement between the Parties hereto.

22. All disputes and differences arising out of or in connection with these presents shall be referred to

the Arbitral Tribunal consisting of a person mutually decided by both the parties. The language of the award shall be English. The venue and all other matters relating to the conduct of proceedings of the Arbitral Tribunals shall be decided by the Arbitral Tribunals .

THE FIRST SCHEDULE ABOVE REFERRED TO

(The said Premises)

ALL THAT Premises No. 64A, Pratapaditya Road bearing Assessee No. 110881101361, Police Station - Tollygunge, Ward No.88, Kolkata - 700026 having land area 2 Cottahs 8 Chittaks 20 Square Feet togetherwith two storied building standing thereon or on part thereof each floor measuring 1209 Square Feet aggregating to 2418 Square Feet more or less with cemented flooring constructed 60 years ago whereon and whereupon proposed new building is to be

constructed and/or built and the same is butted and bounded as follows :-

ON THE NORTH : Bowali Mandal Road

ON THE SOUTH : Plot No.299 Scheme IVA,
Pratapaditya Road

ON THE EAST : 40 Feet wide Pratapaditya Road

ON THE WEST : Plot No.298 Scheme IVA, Bowali
Mandal Road

OR HOWSOEVER OTHERWISE the same is butted and bounded, called, known, numbered and/or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO
(The Specifications)

STRUCTURE :

1. Reinforced Cement Concrete (RCC) framed structure will be made for beam etc.

2. All brick wall shall be 5"/8" thick for main wall and 3" for partition wall cement plastering shall be done on inside and outside wall and RCC surface, all inside brick and ceiling shall be finished with plaster of paris with standing thickness.

3. Vitrified Kajaria Tiles (Bedrooms living cum dining rooms) flooring with skirting.

4. All toilets 7 feet height Kajaria Tiles.

5. All toilet floors anti skid Kajaria Tiles (One tile level difference)

6. All plumbing items supreme

7. All sanitary Jaguar

8. Moduler electric fittings

9. Stairs and lift lobby combination of marble and granite

10. Inside wall putty
11. UPVC alluminium sliding windows.
12. All main door solid wood
13. Collapsible gate.
14. Inside doors commercial ply with lamination
15. All toilet UPVC door
16. Kitchen granite counter.
17. Lift and lift lobbies .
18. Garage green kota stone
19. All passage green kota stone
20. Outside wall paints ICI, Asian or Berger.
21. Collapsible .

THE THIRD SCHEDULE ABOVE REFERRED TO

(Common areas and Facilities)

AREAS:

- a) Entrance and exist to the said proposed new building. Save and except car parking spaces .
- b) Boundary walls and main gate of the said proposed new building.
- c) Staircase and staircase lobbies on all the floors.
- d) Entrance lobby.
- e) Ultimate roof/terrace

WATER, PLUMBING AND DRAINAGE :

- a) Drainage and sewerage lines and other installations for the same (except only those as are those to be

installed within the exclusive area of any flat and/or exclusively for its use).

b) Water supply system including water pump.

c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are to be within the exclusive area of any flat and/or exclusively for its use).

3. **ELECTRICAL INSTALLATIONS :**

a) Electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any flat and/or exclusively for its use). Basic light fixtures of flat all rooms.

b) Lighting of the common portions.

LIFT.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Owners' Allocation)

PART - I

shall mean and include three separate self contained flats i.e. One BHK Flat on the First Floor and one two BHK Flat (covering 628 Square Feet approx with proportionate stair) on the North -East side on the First Floor and one two BHK Flat with one toilet , one W.C., one dining -cum-kitchen, one balcony (covering 628 Square Feet approx with proportionate stair) on the North-East side on the Second Floor and two car parking space on the Ground Floor of the proposed new building alongwith undivided proportionate share or interest in land of the premises alongwith undivided proportionate variable share in the common areas to be constructed and completed as per technical specification

mentioned in the **SECOND SCHEDULE** herein above written together with undivided proportionate variable share or interest in land of the said property along with undivided proportionate share in the common areas i.e. main gates, lobby, stair case lobbies, stair, lift under and overhead water reservoir, septic tank, electrical and plumbing installations, ultimate roof/terrace etc. morefully and particularly described in the **THIRD SCHEDULE** herein above written.

(Developer's Allocation)

PART - II

shall mean **ALL THAT** entire remaining portion/s of the proposed constructed area and remaining car parking spaces and other saleable spaces in the Ground Floor i.e. one BHK Flat on the Second Floor and entire

Third Floor of the proposed new building alongwith undivided proportionate share or interest in land of the amalgamated premises alongwith undivided proportionate variable share in the common areas to be constructed and completed as per technical specification mentioned in the **SECOND SCHEDULE** herein above written together with undivided proportionate share or interest in land of the said property along with undivided proportionate share in the common areas i.e. main gates, lobby, stair case lobbies, stair, lift under and overhead water reservoir, septic tank, electrical and plumbing installations, ultimate roof/terrace etc. morefully and particularly described in the **THIRD SCHEDULE** herein above written. The Developer shall be entitled to all usufructs i.e. if any additional FAR of the proposed Building Plan.

IN WITNESS WHEREOF the Parties hereto have
hereunto set and subscribed their respective hands on
the day, month and year first above written.

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata
in the presence of

WITNESSES :-

1. [Signature]
(IYA MITRA)
64A, Pratapaditya
Road, Kolkata-26.

Anand Kumar Mitra.

Kunakshi Bose.
Kama Sankar.
Sathi Sarkar.

SIGNATURE OF THE OWNERS

2. [Signature]
Advocate
Alipore Judges' Court
Kolkata-27

HAPPY HIVES CONSTRUCTION

[Signature]
Proprietor

(KALYAN KUMAR PAUL)

SIGNATURE OF THE DEVELOPER

Drafted by me :-

[Signature]

Advocate

Alipore Judges' Court

Kolkata - 700 027

WB 342/340/88

Computer Print by :

Soma Ghosal

SRI RAM COMPUTER

Alipore Judges' Court

Kolkata - 700 027

		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
PHOTO	Left Hand					
	Right Hand					

Name

Signature



		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand						
Right Hand						

Name AMAL KUMAR MITRA

Signature Amal Kumar Mitra



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Left Hand						
Right Hand						

Name MRS. KANA SARKAR

Signature Kana Sarkar



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Right Hand						

Name MRS. MINAKSHI BOSE

Signature Minakshi Bose

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PHOTO	Left Hand					
	Right Hand					

Name

Signature



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Right Hand						

Name MRS. SATHI SARKAR.

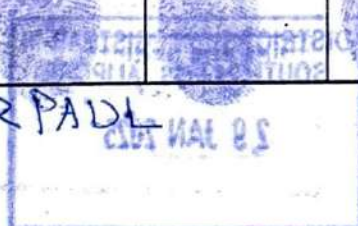
Signature Sathi Sarkar



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Left Hand						
Right Hand						

Name KALYAN KUMAR PAUL

Signature Kalyan Paul



		Thumb	1 st Finger	Middle Finger	Ring Finger	Small Finger
PHOTO	Left Hand					
	Right Hand					

Name

Signature

Major Information of the Deed

Deed No :	I-1603-01655/2025	Date of Registration	29/01/2025
Query No / Year	1603-2000254238/2025	Office where deed is registered	
Query Date	27/01/2025 11:51:37 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rana Guhabakshi Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830063774, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 1,49,38,698/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

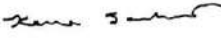
District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Protapaditya Road, , Premises No: 64A, , Ward No: 088 Pin Code : 700026

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	2 Katha 8 Chatak 20 Sq Ft		1,33,97,222/-	Width of Approach Road: 40 Ft.,
Grand Total :				4.1708Dec	0 /-	133,97,222 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2418 Sq Ft.	0/-	15,41,476/-	Structure Type: Structure
Gr. Floor, Area of floor : 1209 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1209 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2418 sq ft	0 /-	15,41,476 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Shri AMAL KUMAR MITRA Son of Late SANAT KUMAR MITRA Executed by: Self, Date of Execution: 29/01/2025 , Admitted by: Self, Date of Admission: 29/01/2025 ,Place : Office	Photo  29/01/2025	Finger Print  Captured LTI 29/01/2025	Signature  29/01/2025
64A, PRATAPADITYA ROAD, City:- , P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.: AJxxxxxx5M, Aadhaar No: 63xxxxxxxx5757, Status :Individual, Executed by: Self, Date of Execution: 29/01/2025 , Admitted by: Self, Date of Admission: 29/01/2025 ,Place : Office				
2	Name Smt KANA SARKAR Wife of DEBASISH SARKAR Executed by: Self, Date of Execution: 29/01/2025 , Admitted by: Self, Date of Admission: 29/01/2025 ,Place : Office	Photo  29/01/2025	Finger Print  Captured LTI 29/01/2025	Signature  29/01/2025
6/2, SOUTH KULIA ROAD, City:- , P.O:- BELIAGHATA, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.: AIxxxxxx8A, Aadhaar No: 20xxxxxxxx8829, Status :Individual, Executed by: Self, Date of Execution: 29/01/2025 , Admitted by: Self, Date of Admission: 29/01/2025 ,Place : Office				
3	Name Smt MINAKSHI BOSE Wife of SANJAY BOSE Executed by: Self, Date of Execution: 29/01/2025 , Admitted by: Self, Date of Admission: 29/01/2025 ,Place : Office	Photo  29/01/2025	Finger Print  Captured LTI 29/01/2025	Signature  29/01/2025
14, RAJ KRISHNA PAL ROAD, City:- , P.O:- GARFA, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX4 , PAN No.: ATxxxxxx9Q, Aadhaar No: 45xxxxxxxx1221, Status :Individual, Executed by: Self, Date of Execution: 29/01/2025 , Admitted by: Self, Date of Admission: 29/01/2025 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	Smt SATHI SARKAR Wife of SWAPAN SARKAR Executed by: Self, Date of Execution: 29/01/2025 , Admitted by: Self, Date of Admission: 29/01/2025 ,Place : Office		 Captured	
	29/01/2025	LTI 29/01/2025	29/01/2025	
18, VIDYA SAGAR SARANI, City:- , P.O:- SURVEY PARK, P.S:-Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700078 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India Date of Birth:XX-XX-1XX3 , PAN No.:: FCxxxxxx9K, Aadhaar No: 62xxxxxxxx9096, Status :Individual, Executed by: Self, Date of Execution: 29/01/2025 , Admitted by: Self, Date of Admission: 29/01/2025 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	HAPPY HIVES CONSTRUCTION 92, PURNA MITRA PLACE, City:- Not Specified, P.O:- TOLLYGUNGE, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033 Date of Incorporation:XX-XX-1XX3 , PAN No.:: AFxxxxxx6J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri KALYAN KUMAR PAUL (Presentant) Son of Late RAKHAL CHANDRA PAUL Date of Execution - 29/01/2025, , Admitted by: Self, Date of Admission: 29/01/2025, Place of Admission of Execution: Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td></td> <td>Jan 29 2025 12:43PM</td> <td>LTI 29/01/2025</td> <td>29/01/2025</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Shri KALYAN KUMAR PAUL (Presentant) Son of Late RAKHAL CHANDRA PAUL Date of Execution - 29/01/2025, , Admitted by: Self, Date of Admission: 29/01/2025, Place of Admission of Execution: Office		 Captured			Jan 29 2025 12:43PM	LTI 29/01/2025	29/01/2025
Name	Photo	Finger Print	Signature										
Shri KALYAN KUMAR PAUL (Presentant) Son of Late RAKHAL CHANDRA PAUL Date of Execution - 29/01/2025, , Admitted by: Self, Date of Admission: 29/01/2025, Place of Admission of Execution: Office		 Captured											
	Jan 29 2025 12:43PM	LTI 29/01/2025	29/01/2025										
92, PURNA CHANDRA MITRA LANE, City:- , P.O:- TOLLYGUNGE, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX3 , PAN No.:: AFxxxxxx6J, Aadhaar No: 25xxxxxxxx5721 Status : Representative, Representative of : HAPPY HIVES CONSTRUCTION (as PROPRIETOR)													

Identifier Details :

Name	Photo	Finger Print	Signature
Mr RANA GUHABAKSHI Son of Late S.N. GUHABAKSHI ALIPORE JUDGES COURT, Naba Roy lane, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	29/01/2025	29/01/2025	29/01/2025

Identifier Of Shri AMAL KUMAR MITRA, Smt KANA SARKAR, Smt MINAKSHI BOSE, Smt SATHI SARKAR, Shri KALYAN KUMAR PAUL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri AMAL KUMAR MITRA	HAPPY HIVES CONSTRUCTION-1.04271 Dec
2	Smt KANA SARKAR	HAPPY HIVES CONSTRUCTION-1.04271 Dec
3	Smt MINAKSHI BOSE	HAPPY HIVES CONSTRUCTION-1.04271 Dec
4	Smt SATHI SARKAR	HAPPY HIVES CONSTRUCTION-1.04271 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri AMAL KUMAR MITRA	HAPPY HIVES CONSTRUCTION-604.50000000 Sq Ft
2	Smt KANA SARKAR	HAPPY HIVES CONSTRUCTION-604.50000000 Sq Ft
3	Smt MINAKSHI BOSE	HAPPY HIVES CONSTRUCTION-604.50000000 Sq Ft
4	Smt SATHI SARKAR	HAPPY HIVES CONSTRUCTION-604.50000000 Sq Ft

Endorsement For Deed Number : I - 160301655 / 2025

On 29-01-2025

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

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

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

Presented for registration at 12:12 hrs on 29-01-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri KALYAN KUMAR PAUL ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,49,38,698/-

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

Execution is admitted on 29/01/2025 by 1. Shri AMAL KUMAR MITRA, Son of Late SANAT KUMAR MITRA, 64A, PRATAPADITYA ROAD, P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Others, 2. Smt KANA SARKAR, Wife of DEBASISH SARKAR, 6/2, SOUTH KULIA ROAD, P.O: BELIAGHATA, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession House wife, 3. Smt MINAKSHI BOSE, Wife of SANJAY BOSE, 14, RAJ KRISHNA PAL ROAD, P.O: GARFA, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession House wife, 4. Smt SATHI SARKAR, Wife of SWAPAN SARKAR, 18, VIDYA SAGAR SARANI, P.O: SURVEY PARK, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession House wife

Indetified by Mr RANA GUHABAKSHI, , , Son of Late S.N. GUHABAKSHI, ALIPORE JUDGES COURT, Road: Naba Roy lane, , P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 29-01-2025 by Shri KALYAN KUMAR PAUL, PROPRIETOR, HAPPY HIVES CONSTRUCTION (Sole Proprietorship), 92, PURNA MITRA PLACE, City:- Not Specified, P.O:- TOLLYGUNGE, P.S:- Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033

Indetified by Mr RANA GUHABAKSHI, , , Son of Late S.N. GUHABAKSHI, ALIPORE JUDGES COURT, Road: Naba Roy lane, , P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/01/2025 11:42AM with Govt. Ref. No: 192024250377695138 on 28-01-2025, Amount Rs: 21/-, Bank: SBI
EPay (SBIPay), Ref. No. 6551292902345 on 28-01-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 19,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 5186, Amount: Rs.100.00/-, Date of Purchase: 24/01/2025, Vendor name: W GAZI

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 28/01/2025 11:42AM with Govt. Ref. No: 192024250377695138 on 28-01-2025, Amount Rs: 19,920/-,
Bank: SBI EPay (SBlePay), Ref. No. 6551292902345 on 28-01-2025, 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 1603-2025, Page from 58636 to 58690
being No 160301655 for the year 2025.



Shan

Digitally signed by Debasish Dhar
Date: 2025.02.07 10:53:26 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 07/02/2025
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.