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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AT 046915

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

District Sub-Register-III
Alipore, South 24-parganas

11/12/24

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made this 11th day of December, 2024 (Two Thousand and Twenty Four).

B-E-T-W-E-E-N

ANIL KUMAR AGARWALA (PAN- ACIPA1830A & Aadhaar No- 5941 9115 3280), son of Damodar Prasad Agarwala, by faith- Hindu, by nationality- Indian, by occupation- Business, residing 33A Canal Circular Road, SWARNAMANI COMPLEX, Block – East, Flat - 7EA, Floor – 7th, Post Office – Kankurgachi, Police Station- Phool Bagan, Kolkata – 700054, hereinafter referred to as the **OWNERS** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

HAPPY HOMES (PAN-AARFH0727Q), a Partnership Company carrying on its business from its principal place of business at 85, Santashree Pally, M.G. Road, P.O.- Thakurpukur, P.S. Haridevpur Kolkata-700063, in the District South 24 Parganas, duly represented by Partner **SHANTANU BAROI** (PAN- ALMPB6621M, Aadhaar No. 5454 49900109), son of Amaresh Baroi, by Faith Christianity, by Occupation - Business, by Nationality Indian, residing at 85 M G Road, Thakurpukur, South 24 Parganas, Kolkata-700063, hereinafter referred to as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS said Smt. Nihar Kana Wunn was the owner of **ALL THAT** piece and parcel of land measuring 07 Cottahs 07 Chittacks more or less together with Tiles shed structure measuring about -2000 sq.ft. more or less lying and situated at Premises no. 86, Mahatma Gandhi Road, Kolkata 700063, District- South 24 Parganas, under Mouza- Purba Barisha, R.S. No.43, J.L. No. 23, Pargana- Khaspur, Khatian No. 828, Dag no. 2165, TouziNo. 1-6, 8-10, 12-16, under Police Station- Behala at present Thakurpukur, under Ward No. 124.

AND WHEREAS said Smt. Nihar Kana Wunn died intestate on 08.05.2013 leaving behind her only son Bernard Joydeep and only daughter Grace Nivedita Sitharaman, as her only legal heirs and successors.

AND WHEREAS said Bernard Joydeep, son of Late Smt. Nihar Kana Wunn died intestate on 24.03.1986 as bachelor leaving behind his only sister Grace Nivedita Sitharaman, as his only legal heirs and successors.

AND WHEREAS thus by virtue of inheritance, said Grace Nivedita Sitharaman became the owner of **ALL THAT** piece and parcel of land measuring 07 Cottahs 07 Chittacks more or less together with Tiles shed structure measuring about -2000 sq.ft. more or less lying and situated at Premises no. 86, Mahatma Gandhi Road, Kolkata 700063, District- South 24 Parganas, under Mouza- Purba Barisha, R.S. No.43, J.L. No. 23, Pargana- Khaspur, Khatian No. 828, Dag no. 2165, TouziNo. 1-6, 8-10, 12-16, under Police Station- Behala at present Thakurpukur, under Ward No. 124.

AND WHEREAS by a Deed of Conveyance dated 9th day of September, 2024 said Grace Nivedita Sitharaman sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring 07 Cottahs 07 Chittacks more or less together with Tiles shed structure measuring about -2000 sq.ft. more or less lying and situated at Premises no. 86, Mahatma Gandhi Road, Kolkata 700063, District- South 24 Parganas, under Mouza- Purba Barisha, R.S. No.43, J.L. No. 23, Pargana- Khaspur, Khatian No. 828, Dag no. 2165, TouziNo. 1-6, 8-10, 12-16, under Police Station- Behala at present Thakurpukur, under Ward No. 124, together with all easement right and benefit over the road/common passage on the western side and the rights of passing drain, electricity line, telephone line, sewerage system etc. through overhead and underground unto and in favour of Anil Kumar Agarwala. The said Deed of Conveyance has been duly registered before

recorded District Sub-Registrar III south 24 Parganas, in Book No.I, Volume No. 1603-2024, pages 401038 to 401058 being no- 160315368 for the year 2024.

AND WHEREAS after purchased the said land by virtue of said registered Deed of Conveyance, the Owner herein sole and absolute owner of **ALL THAT** piece and parcel of land measuring 07 Cottahs 07 Chittacks more or less together with Tiles shed structure measuring about -2000 sq.ft. more or less lying and situated at Premises no. 86, Mahatma Gandhi Road, Kolkata 700063, District- South 24 Parganas, under Mouza- Purba Barisha, R.S. No.43, J.L. No. 23, Pargana- Khaspur, Khatian No. 828, Dag no. 2165, TouziNo. 1-6, 8-10, 12-16, under Police Station- Behala at present Thakurpukur, under Ward No. 124 together with all easement right and benefit over the road/common passage on the western side and the rights of passing drain, electricity line, telephone line, sewerage system etc. through overhead and underground, more fully described in the **FIRST SCHEDULE PROPERTY** written hereunder. and now seized and possessed by Anil Kumar Agarwala herein.

AND WHEREAS the said First part/Vendor presently possessing and enjoying **ALL THAT** piece and parcel of land measuring 07 Cottahs 07 Chittacks more or less together with Tiles shed structure measuring about - 2000 sq.ft. more or less lying and situated at Premises no. 86, Mahatma Gandhi Road, Kolkata 700063, District- South 24 Parganas, under Mouza- Purba Barisha, R.S. No.43, J.L. No. 23, Pargana- Khaspur, Khatian No. 828, Dag no. 2165, TouziNo. 1-6, 8-10, 12-16, under Police Station- Behala at present Thakurpukur, under Ward No. 124, more fully describe in the **FIRST SCHEDULE PROPERTY** as an absolute owner thereof.

AND WHEREAS the First party has been searching or looking for a suitable Developer for construction of the proposed building according to the building plan.

AND WHEREAS the second party has introduced themselves as the fit person in the Developing business and also for construction of the proposed building of the said premises in accordance with the building plan.

AND WHEREAS the second party approached First party for under taking the construction of the said proposed building in respect of **ALL THAT** piece and parcel of land measuring 07 Cottahs 07 Chittacks more or less together with Tiles shed structure measuring about -2000 sq.ft. more or less lying and situated at Premises no. 86, Mahatma Gandhi Road, Kolkata 700063, District- South 24 Parganas, under Mouza- Purba Barisha, R.S. No.43, J.L. No. 23, Pargana- Khaspur, Khatian No. 828, Dag no. 2165, TouziNo. 1-6, 8-10, 12-16, under Police Station- Behala at present Thakurpukur, under Ward No. 124, according to the building plan appropriate by investing money from their own fund in manner written here in under and the First Party/owner has accepted the said proposal of the Second party and both the parties have agreed to do so on the following terms, condition and stipulations.

1. THE SAID OWNER HAVE REPRESENTED AND DECLARED TO THE DEVELOPER HEREIN AS FOLLOWS:

- a) The party of the first part is the absolute owner in respect of the First schedule property hereunder written and no other person/persons has/have any right, title, interest, claim and demand whatsoever or however in respect of the aforesaid property or any part thereof.
- b) The First schedule property is fully vacant and otherwise the said property is free from all encumbrances and the owners have good clear and marketable title in respect of the said property.
- c) That no mortgage or charge has been created by the owner by depositing the title deed in respect of the said property.
- d) That there is no legal impediment or bar on the part of the owner to enter into this agreement with the Developer herein.

- e) That no suit or proceedings is pending in any Court or before any other authority in respect of the said property or any part thereof.
- f) The owner have not entered into any Agreement for Sale or Development Agreement or transfer or lease etc, in respect of the aforesaid property or part thereof with any other person/persons nor created any third party's interest in the said property.
- g) The owner are fully and sufficiently entitled to enter into this agreement.

The said owner being desirous of Developing and commercially exploiting the said premises by construction of a new multi storied Building in respect of **ALL THAT** piece and parcel of land measuring 07 Cottahs 07 Chittacks more or less together with Tiles shed structure measuring about -2000 sq.ft. more or less lying and situated at Premises no. 86, Mahatma Gandhi Road, Kolkata 700063, District- South 24 Parganas, under Mouza- Purba Barisha, R.S. No.43, J.L. No. 23, Pargana- Khaspur, Khatian No. 828, Dag no. 2165, Touzi No. 1-6, 8-10, 12-16, under Police Station- Behala at present Thakurpukur, under Ward No. 124, has approached the Developer to develop the said premises for the mutual gain and advantage of both the parties hereto.

Relying on the aforesaid representations and assurance of the owners and believing the same to be true and correct, the Developer has agreed to develop the said premises and the parties hereto have agreed on the terms and conditions hereinafter stated.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO HAVE AGREED AS FOLLOWS:

1. In this Agreement unless there be something contrary or repugnant to the subject or context the following expressions shall have the following meanings:-
 - 1.1 **ARCHITECT:** shall mean such person or person/s who may be appointed by the developer for the purpose of undertaking the

preparation of the building plan and for causing the same to be sanctioned by the Kolkata Municipal Corporation and also for carrying out the supervisions and management of the construction of the said building at the said premises.

1.1.1 OWNER: shall mean **ANIL KUMAR AGARWALA (PAN- ACIPA1830A & Aadhaar No- 5941 9115 3280)**, son of Damodar Prasad Agarwala, by faith- Hindu, by nationality- Indian, by occupation- Business, residing 33A Canal Circular Road, SWARNAMANI COMPLEX, Block – East, Flat - 7EA, Floor – 7th, Post Office – Kankurgachi, Police Station- – Phool Bagan, Kolkata – 700054 and his heirs, successors, executors, legal representatives and assigns.

1.2 DEVELOPER: shall mean **HAPPY HOMES (PAN-AARFH0727Q)**, a Partnership Company carrying on its business from its principal place of business at 85, Santashree Pally, M.G. Road, P.O.- Thakurpukur, P.S. Haridevpur Kolkata-700063, in the District South 24 Parganas, duly represented by one of its Partner **SHANTANU BAROI** (PAN- AAVPZ1083H, Aadhaar No. 5454 49900109), son of Amaresh Baroi, by Faith Christianity, by Occupation - Business, by Nationality Indian, residing at 85 M G Road, Thakurpukur, South 24 Parganas, Kolkata-700063, in the District South 24 Parganas, its successors in interest or assigns.

1.3 DEVELOPMENT AGREEMENT: shall mean this agreement with such modification and/or alterations as may be mutually agreed upon.

1.4 SAID PREMSIES: shall remain **ALL THAT** piece and parcel of land measuring 07 Cottahs 07 Chittacks more or less together with Tiles shed structure measuring about -2000 sq.ft. more or less lying and situated at Premises no. 86, Mahatma Gandhi Road, Kolkata 700063,

District- South 24 Parganas, under Mouza- Purba Barisha, R.S. No.43, J.L. No. 23, Pargana- Khaspur, Khatian No. 828, Dag no. 2165, TouziNo. 1-6, 8-10, 12-16, under Police Station- Behala at present Thakurpukur, under Ward No. 124.

- 1.5 **SAID BUILDING:** shall mean a multi storied building to be constructed, created and completed at the said premises in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation consisting of Several Flats and covered spaces and commercial space capable of being used and enjoyed independently of both the parties herein.
- 1.6 **SAID PLAN:** shall mean the plan which may be sanctioned by the Kolkata Municipal Corporation with such modification and/or alterations as may be required, or which may be made and prepared by the Developers' from time to time in respect of the said Premises at the cost of the Developers.
- 1.7 **FLAT:** Flat shall mean self contained complete flat consisting of Bed rooms, drawing cum dining space thereon, bathroom and toilet together with the right of user of common space stair case, lift carriage, water reservoir, head tank, sewerage line, drainage line water line, water line, paths and passages for ingress and egress.
- 1.8 **SPECIFICATION:** shall mean the specifications of the materials to be used in course of construction of the said Building (details whereof will appear from the **FOURTH SCHEDULE** hereunder written).
- 1.9 **FORCE MAJURE:** shall mean strike, earthquakes, civil commotion, natural calamities or other irresistible forces which is beyond the control of the Developer.
- 1.10 Word importing singular shall include plural and vice versa words importing masculine gender shall include feminine gender and neutral genders likewise words importing feminine gender and similarly words importing neutral gender shall include masculine and feminine genders.

2. **DEVELOPMENT RIGHTS AND COMMENCEMENT:**

The agreement has commenced on and with effect from the date of execution of this agreement (hereinafter called ("**THE COMMENCEMENT DATE**") and shall remain valid till the completion of the project Provided However the Developer comply with all the terms and conditions of this agreement.

3. **PERMISSION TO CONSTRUCT:**

Subject to the terms and conditions herein contained the owners hereby grant exclusive right of Development of the said premises whereby and where under the Developer shall be entitled to and is hereby authorized and empowered to construct, erect and complete the said building in the said premises PROVIDED HOWEVER nothing herein contained shall be construed as delivery of possession in part performance of the contract within the meaning of section 53(A) of the Transfer of Property Act, 1882, and such transfer shall take place only on conclusion of this agreement stipulated herein.

4. **PLAN AND LICENSE:**

- 4.1 The Developer shall prepare and, submit building plan to the Kolkata Municipal Corporation for sanction thereof for the purpose of construction of the said Building in the Said premises and immediately thereafter the Developer shall cause building plans to be prepared by the Architect for being submitted to the Kolkata Municipal Corporation in the name of the owners and before submitting the said Plan and subject to the same being sanctioned by the Kolkata Municipal Corporation and other authorities concerned, the respective Allocation of the owners and, the Developer shall be identified in the said plan and in the event of the said plan being required to be modified and/or altered then and in that event the parties hereto shall suitably modify in case of internal or alter their respective allocation in the said Plan.

- 4.2 The Developer at its own costs shall cause the said Plan to be sanctioned in the name of the owners and for the purpose of sanctioning of the said plan, the Developer shall be entitled to obtain all necessary permissions approval and/or sanctions as may be necessary or be required from time to time.
- 4.3 The owner hereby agrees to sign and execute the said Plan/s and all other necessary papers as may be required from time to time to enable the Developer to obtain the sanction of the said Plan and to obtain all necessary permission and/or approvals and/or sanctions as may be necessary or to be required from time to time.
- 4.4 All costs charges and expenses for obtaining the sanction of the plan and also for obtaining all necessary permissions and/or approval shall be paid and borne by the Developer's as and when the said plan is being sanctioned.
- 4.5 The Owners shall pay all arrear Tax/LOI of dues of the Kolkata Municipal.

5. CONSTRUCTION:

- 5.1 The owners hereby authorizes and empowers the Developer and the Developer hereby agree and undertake to construct, erect and complete the said Building in accordance with the said Plan to be sanctioned by the Kolkata Municipal Corporation with lift facility, all internal and external services, amenities fittings and fixtures.
- 5.2 It is hereby agreed by and between the parties that the said Building shall be constructed, erected and completed in accordance with the specifications as may be approved by the Architect.

6. COST OF CONSTRUCTION AND COMPLETION;

- 6.1 The entire cost of construction, erection and completion of the said Building to be put in the said Premises as specified in the **FOURTH SCHEDULE** including the area of the Owner's Allocation shall be borne by the Developers, such cost shall include costs of all overheads regarding construction, price rise in the cost of materials

used for construction, fees payable to the Architects and Engineers in respect of the construction, costs for the purpose of obtaining licenses etc. However the owner shall bear all the expenses for main electric and sub-meter connections and its accessories to the Building for the Owner's Allocation.

- 6.2 Unless prevented by any authority/s or any Government agency or by any order from any competent Court of Law and/or by any circumstances beyond the control of the Developers, the Developers shall submit the Building Plan after the date of signing of this agreement provided all the clearances are obtained from the competent authorities are mentioned hereinbefore and shall complete the Said North Side Building in 18 months and the South Side Building **within 36 (thirty Six) months** from the date of Commencement of construction work.

7. **OWNERS' ALLOCATION;** Owner Allocation shall mean 2000 SQ.FT of total new construction area excluding the Developer area out of the total FAR Sanctioned by Kolkata Municipal Corporation in the multi storied constructed area together with undivided share of land by the Developer and the owners allocation flat only will be furnish with plastered wall with putty, net cemented flooring with one main door, one PVC door for each bathroom, other room frame, box grill, in the said flat.
8. **DEVELOPERS ALLOCATION;** Developer Allocation Shall mean Balance Area After Deducting Owner's Allocation of the total FAR Sanctioned by Kolkata Municipal Corporation in the multi storied constructed area together with undivided share in the land inclusive of the common area facilities and amenities in the said building which shall absolutely belong to the Developer including the absolute right on the part of the Developer for sale, transfer, or in any way deal with the same whereas the Developer including the nominees of

Developer allocation shall have right to common use the roof of the building and the Second Party/Developer after demolishing old existing structure at the Schedule premises at their cost, the developer will be entitled to take away all dismantling materials and the owners shall have no right to claim any share over the said materials.

9. **MAINTENANCE:** Upon completion of construction, the responsibility of maintenance management and upkeep of the New Building shall be handed over to a professional facility management company and till such time, the same shall be maintained, managed and up kept by the Developer subject to the buyers/ holders of units in the new building making payment of maintenance charges / common expenses.
10. **ENCUMBRANCES AND LIABILITIES:** In case at any time hereafter the said Premises or any part thereof be found to be affected by any other encumbrance or any liability be found to be due in respect thereof, then and in such event the Land Owners shall be liable at its own costs to have the same cleared and in case the Land Owner fails to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Owner and adjust such costs from the Owner's share of Gross Sale Proceeds.
11. **OWNERS NOT TO DEAL:** The Owner hereby agrees and covenants not to sell, transfer, assign, let out, grant, lease, mortgage, charge or otherwise deal with or dispose of the said premises or any portions thereof nor agree to do so, save and except to the Developer and/or its nominee or nominees and/or assigns Provided That nothing shall stop the Land Owners to create lien or charge on their own respective share of the Gross Sale Proceeds and receive advance against receivables from Bankers / other lenders. .

- 12. NO INTERFERENCE OR HINDRANCE BY OWNER:** The Land Owners hereby covenants not to cause any interference or hindrance in the construction of the new building. The Land Owners hereby agrees and covenants with the Developer not to do any act, deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the saleable spaces and other spaces, areas, rights or benefits at the said premises.
- 13. EXTRAS & DEPOSITS:** The Developer shall be entitled to receive in respect of the new building all additional charges, expenses and/or deposits including for corpus deposit, formation of the maintenance body, common expenses, municipal taxes, supply of electricity, purchase and installation of generator / transformer, electric and water supply connections, additional work and amenities that may be provided, charges, out pocket expenses and fees payable for changes/ regularization/ completion under the Building Rules. The Land Owners and the Developer shall neither have any right nor any liability regarding the same.
- 14. NAME:** The name of the new building at the said premises shall be decided by the Developer.
- 15. PROJECT FINANCE:** The Developer may arrange for financing of the Project (Project Finance) by Banks/ Financial Institutions/ other entities (Financier) and obtain loans for the Project, including for home loans etc. to be availed by the flat/unit buyers. The Developer shall be entitled to create lien or charge on its own share of the Gross Sale Proceeds/ cash flows. The Land Owner shall sign and execute necessary documents to enable the Developer to obtain such loans and finances.
- 16. RATES AND TAXES:** All municipal rates and taxes and outgoings on the said Premises relating to the period prior to the date of sanction

of building plan shall be borne, paid and discharged by the Owner and those accruing thereafter shall be shared by the Developer.

- 17. COOPERATION:** Each of the parties shall cooperate with the other to effectuate and implement this agreement and shall execute and register such further papers and documents as be required by the other party for giving full effect to the terms hereof. If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its obligations under this agreement or to extend full cooperation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its other rights hereunder provided that the other party shall inform the Defaulting Party of the default within 30 days from the date of default failing which the Other Party shall not be entitled to claim any loss or damage from the Defaulting Party.

18. JURISDICTION;

The local civil court of competent jurisdiction alone shall have the jurisdiction to entertain try and determine all actions, suits and proceedings arising out of the presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

(THE SAID PREMISES)

ALL THAT piece and parcel of land measuring **07 Cottahs 07 Chittacks** more or less together with Tiles shed structure measuring about -2000 sq.ft. more or less lying and situated at **Premises no. 86, Mahatma Gandhi Road, Kolkata 700063**, District- South 24 Parganas, under Mouza- Purba Barisha, R.S. No.43, J.L. No. 23, Pargana- Khaspur, Khatian No. 828, Dag no. 2165, TouziNo. 1-6, 8-10, 12-16, under Police Station- Behala at present Thakurpukur, under Ward No. 124, Assessee No. 411240600850, (Road Zone- J.L. Sarani- Kabar Danga More, premises

locate Not on M.G. Road), within the limits of the Kolkata Municipal Corporation along with the right of use of common passage in any manner whatsoever with all easement and appurtenances thereto which is butted and bounded as follows: —

ON THE NORTH : 86B, Mahatma Gandhi Road, Kolkata – 700063.

ON THE SOUTH : 86/1, Mahatma Gandhi Road, Kolkata – 700063.

ON THE EAST : 91, Mahatma Gandhi Road, Kolkata - 700063.

ON THE WEST : 12 Feet Wide Mahatma Gandhi Road.

THE SECOND SCHEDULE ABOVE REFERRED TO

Upcoming building

ALL THAT one multi storied building to be construct in **ALL THAT** piece and parcel of land measuring **07 Cottahs 07 Chittacks** more or less together with Tiles shed structure measuring about -2000 sq.ft. more or less lying and situated at **Premises no. 86, Mahatma Gandhi Road, Kolkata 700063**, District- South 24 Parganas, under Mouza- Purba Barisha, R.S. No.43, J.L. No. 23, Pargana- Khaspur, Khatian No. 828, Dag no. 2165, TouziNo. 1-6, 8-10, 12-16, under Police Station- Behala at present Thakurpukur, under Ward No. 124, Assessee No. 411240600850, (Road Zone- J.L. Sarani- Kabar Danga More, premises locate Not on M.G. Road), within the limits of the Kolkata Municipal Corporation along with the right of use of common passage in any manner whatsoever. —

THE THIRD SCHEDULE ABOVE REFERRED TO

(Fittings and Fixtures to be provided in the Unit)

1. STRUCTURES

RCC framed structure. With First Class Building Material.

2. DOORS:

Wooden, Flush doors with standard fittings, wooden frames and MICA on the Doors as per Architect.

3. WINDOWS: Aluminum sliding windows.

4. LIVING/DINING:

(A) Flooring: Marble / tiles

(B) Electrical: Concealed copper wiring with modular switches Anchor (Roma) or equivalent make).

Provision for telephone, T.V.

5. BED ROOMS:

(A) Flooring: Marble / tiles

(B) Electrical: Concealed copper wiring with modular switches. Provision for A.C point in all bed room.

6. KITCHEN:

(A) Flooring: Marble, ceramic tiles over kitchen top up to 2'

(B) Electrical: Concealed copper wiring with Modular switches (Anchor (Roma) or equivalent).

Provision for adequate plugs points for appliances.

(C) Counter: Granite/Marble/Black Stone slab with stainless steel sink. (D)

Walls tiles: Up to 2 (two) feet height above counter.

7. TOILETS:

a) Floor: Marble/ Ceramic Tiles.

b) Walls tiles: Wall Dados in ceramic tiles up to door height.

c) Sanitary ware: Standard Quality Sanitary Ware of Jaquar or equivalent make.

d) Electrical: Concealed copper wiring with Modular switches. Provision for adequate light and

geyser points. Provision For exhaust points.

8. EXTERIOR:

As per specification of architect's choice (Only Synthetic Exterior Paint).

9. DOORS:

a) Main Door: One Side Teak Flush Door, Lock As Per Design And Specification Of The Architect.

b) Other doors: Flushed/Panel Type Door, Lock as per Design and Specification of the Architect.

10. WINDOWS:

All windows would have Powder Coated Aluminum windows with as per the design and specification of the Architect.

11. SANITARY:

- Good Quality WC and Wash Basin (White).
- Chromium plated fittings (Standard fittings).
- Concealed Hot & cold lines.

There shall be as per design and specification of the architect.

12. LIFT:

One 3/4 passenger lift will be provide.

13. ELECTRICAL:

Concealed Copper wiring would be provided in the unit as well as the circulation areas with

adequate number of plug points and plastic molded switches of standard make wiring. Common:

a) Flooring: Marble in staircase and lobbies. Ground floor lobby would be of Marble finish as per design and specification of Architect.

b) Staircase:

The stair case railings would be of MS with wooden/PVC handrails as per the design and specification of the Architect

d) Driveways & Open Parking space:

Driveways & open parking space to be paved with chequered tiles/had stone/crazy mosaic OR interlock pavers AND OR as per the Design and specification of the Architect.

e) External Paintings:

External painting with synthetic exterior paints or as per the design and specification of the Architect. f) Lighting provision: Adequate Area Lighting provision in the common area.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their hands and seals on the day month and years first above written.

SIGNED, SEALED AND DELIVERED by
the **OWNER** herein at Kolkata in the
presence of:

WITNESSES:

1. *Marvi Rahman*
70B, Elliot Road
KOL - 16

A i u m m h e

SIGNATURE OF THE OWNER

2. *MO SHIRAZUDDIN*
17, Circus Avenue
Kolkata - 17

HAPPY HOMES
Shantanu Basu

SIGNATURE OF THE DEVELOPER ^{Partner}

DRAFTED BY ME.

Shabaz Alam

SHABAZ ALAM

Advocate























HIGH COURT CALCUTTA

Mobile No-9831543104

Enrollment No: 1402/2016

Email-advocate.alam111@gmail.com

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl. No.	Signature of the executants/ vendors/ purchasers presentants					
Ani Kumar						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
Shantanu Basoi						
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
						
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				
		Little	Ring	Middle	Fore	Thumb
		(Left Hand)				
		Thumb	Fore	Middle	Ring	Little
		(Right Hand)				

Major Information of the Deed

Deed No :	I-1603-20919/2024	Date of Registration	11/12/2024
Query No / Year	1603-2003023232/2024	Office where deed is registered	
Query Date	28/11/2024 6:35:54 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Shabaz Alam Sealdha Civil Court,Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 9831543104, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2]	
Set Forth value		Market Value	
Rs. 62,00,000/-		Rs. 74,32,836/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 10,020/- (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:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (J.L. Sarani -- Kabar Danga More (Premises Located NOT on M.G.Road)) , , Premises No: 86, , Ward No: 124 Pin Code : 700063

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	7 Katha 7 Chatak	60,00,000/-	68,32,836/-	Width of Approach Road: 12 Ft.,
Grand Total :				12.2719Dec	60,00,000 /-	68,32,836 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	2,00,000/-	6,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		2000 sq ft	2,00,000 /-	6,00,000 /-	




Land Lord Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr ANIL KUMAR AGARWALA Son of Mr DAMODAR PRASAD AGARWALA Executed by: Self, Date of Execution: 11/12/2024 , Admitted by: Self, Date of Admission: 11/12/2024 ,Place : Office		 Captured	
	11/12/2024	LTI 11/12/2024	11/12/2024	
33A, Canal Circular Road, City:- Not Specified, P.O:- KAKURGACHI, P.S:-Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN:- 700054 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.: ACxxxxxx0A, Aadhaar No: 59xxxxxxxx3280, Status :Individual, Executed by: Self, Date of Execution: 11/12/2024 , Admitted by: Self, Date of Admission: 11/12/2024 ,Place : Office				

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	HAPPY HOMES SANTASHREE PALLY, MG ROAD, 85, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063 Date of Incorporation:XX-XX-2XX4 , PAN No.: AAxxxxxx7Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr SHANTANU BAROI (Presentant) Son of Mr AMARESH BAROI Date of Execution - 11/12/2024, , Admitted by: Self, Date of Admission: 11/12/2024, Place of Admission of Execution: Office		 Captured	
	Dec 11 2024 3:40PM	LTI 11/12/2024	11/12/2024	
85, Mahatma Gandhi Rd, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063, Sex: Male, By Caste: Christian, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: ALxxxxxx1M, Aadhaar No: 54xxxxxxxx0109 Status : Representative, Representative of : HAPPY HOMES (as PARTNER)				

2	Name	Photo	Finger Print	Signature
	Mr SHANTANU BAROI Son of Mr AMARESH BAROI Date of Execution - 11/12/2024, , Admitted by: Self, Date of Admission: 11/12/2024, Place of Admission of Execution: Office		 Captured	
		Dec 11 2024 3:40PM	LTI 11/12/2024	11/12/2024
85, Mahatma Gandhi Rd, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24- Parganas, West Bengal, India, PIN:- 700063, Sex: Male, By Caste: Christian, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.: ALxxxxxx1M, Aadhaar No: 54xxxxxxxx0109 Status : Representative, Representative of : HAPPY HOMES				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SHABAZ ALAM Son of Late MD JAMALUDDIN HIGH COURT AT CALCUTTA, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	11/12/2024	11/12/2024	11/12/2024
Identifier Of Mr ANIL KUMAR AGARWALA , Mr SHANTANU BAROI , Mr SHANTANU BAROI			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ANIL KUMAR AGARWALA	HAPPY HOMES-12.2719 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr ANIL KUMAR AGARWALA	HAPPY HOMES-2000.00000000 Sq Ft

Endorsement For Deed Number : I - 160320919 / 2024

On 11-12-2024

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 : 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 15:31 hrs on 11-12-2024, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr SHANTANU BAROI ,.

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 74,32,836/-

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

Execution is admitted on 11/12/2024 by Mr ANIL KUMAR AGARWALA , Son of Mr DAMODAR PRASAD AGARWALA , 33A, Road: Canal Circular Road, , P.O: KAKURGACHI, Thana: Phool Bagan, , South 24-Parganas, WEST BENGAL , India, PIN - 700054, by caste Hindu, by Profession Business

Indetified by Mr SHABAZ ALAM , , , Son of Late MD JAMALUDDIN , HIGH COURT AT CALCUTTA, P.O: GPO, Thana Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

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

Execution is admitted on 11-12-2024 by Mr SHANTANU BAROI , PARTNER, HAPPY HOMES (Partnership Firm), SANTASHREE PALLY, MG ROAD, 85, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063

Indetified by Mr SHABAZ ALAM , , , Son of Late MD JAMALUDDIN , HIGH COURT AT CALCUTTA, P.O: GPO, Thana Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Execution is admitted on 11-12-2024 by Mr SHANTANU BAROI ,

Indetified by Mr SHABAZ ALAM , , , Son of Late MD JAMALUDDIN , HIGH COURT AT CALCUTTA, P.O: GPO, Thana Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, 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(p) = 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 30/11/2024 5:25PM with Govt. Ref. No: 192024250296760018 on 30-11-2024, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 7168875270729 on 30-11-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 9,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 56891, Amount: Rs.100.00/-, Date of Purchase: 03/10/2024, Vendor name: J CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/11/2024 5:25PM with Govt. Ref. No: 192024250296760018 on 30-11-2024, Amount Rs: 9,920/-, Bank SBI EPay (SBlePay), Ref. No. 7168875270729 on 30-11-2024, Head of Account 0030-02-103-003-02



Md Iyaraftun Gazi
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 549127 to 549151
being No 160320919 for the year 2024.



Bdasgupta

Digitally signed by Baishali Dasgupta
Date: 2024.12.17 14:15:37 +05:30
Reason: Digital Signing of Deed.

(Baishali Dasgupta) 17/12/2024

DISTRICT SUB-REGISTRAR

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

West Bengal.