

DEVELOPMENT AGREEMENT

BETWEEN

OWNER :- SRI KRISHNENDU SARKHEL

AND

DEVELOPER :- M/S. B.M.D. NIRMAN

DRAFTED BY:-

**ABHIJIT GANGOPADHYAY
ADVOCATE
SEALDAH COURT, KOLKATA-700 014
MOBILE NO. 9331059590**

16630/2023

I-14388/23



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AREA II

K 713766

2/2541639/23

12-05
11/10/23

ADDITIONAL REGISTRAR OF
ASSURANCES-II, KOLKATA

Certified that the Document is admitted to
Registration. The Signature Sheet and the
endorsement are the part of the document

Additional Registrar
of Assurances II, Kolkata

11 OCT 2023

DEVELOPMENT AGREEMENT

THIS DEED OF DEVELOPMENT AGREEMENT is made on this 11th Day of October,
Two Thousand Twenty Three (2023).

BETWEEN

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



192023240253213931

GRN Details:

GRN:	192023240253213931	Payment Mode:	Online Payment
GRN Date:	10/10/2023 13:39:06	Bank/Gateway:	State Bank of India
BRN :	CKY2724228	BRN Date:	10/10/2023 13:41:14
GRIPS Payment ID:	101020232025321392	Payment Init. Date:	10/10/2023 13:39:06
Payment Status:	Successful	Payment Ref. No:	2002541639/1/2023

[Query No*/Query Year]

Depositor Details:

Depositor's Name:	B M D NIRMAN
Address:	BARANAGAR, COSSIPORE,, West Bengal, 700036
Mobile:	9239880397
Depositor Status:	Buyer/Claimants
Query No:	2002541639
Applicant's Name:	Mr Abhijit Gangopadhyay
Identification No:	2002541639/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	10/10/2023
Period To (dd/mm/yyyy):	10/10/2023

Payment Details:

Sl. No.	Payment Ref. No.	Description	Head Code	Amount
1	2002541639/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	70021
2	2002541639/1/2023	Property Registration- Registration Fees	0030-02-104-001-16	5021
Total				75042

IN WORDS: SEVENTY FIVE THOUSAND FORTY TWO ONLY.

SRI KRISHNENDU SARKHEL (having PAN AJZPS 1558B), son of Late Bankim Chandra Sarkhel, by Occupation- Retired from Service, residing at 1/A, Simla Road, Kolkata- 700006, Police Station- Manicktala, Post Office- Beadon Street, District- Kolkata, by Faith- Hindu, by Nationality- Indian, herein after called and referred to as the "**OWNER**" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

M/S. B.M.D. NIRMAN (having PAN AAOFB 7980J), a Partnership concern having its office at 51, Cossipore Road, Police Station- Cossipore, Kolkata- 700036, represented by its partners 1) **SMT. MANJU BAIRAGI** (having PAN AEHPB 7755G), wife of Sri Monoj Kumar Bairagi, residing at 196, Maharaja Nanda Kumar Road(South), Kolkata- 700036, Police Station- Baranagar, 2) **SRI MONOJ KUMAR BAIRAGI** (having PAN AEFPB 9153E), son of Late Kumud Ranjan Bairagi, residing at 196, Maharaja Nanda Kumar Road (South), Kolkata- 700036, Police Station- Baranagar, 3) **SRI SUBIR MUKHERJEE** (having PAN AQQPM 0548R), son of Sri Sanat Mukherjee, residing at 265/O/1, Gopal Lal Thakur Road, Police Station- Baranagar, Kolkata- 700036 and 4) **SRI SWARUP DUTTA** (having PAN AHUPD 8305J), son of Late K. C. Dutta, residing at 156/1, Maharaja Nanda Kumar Road(South), Kolkata- 700036, Police Station- Baranagar, all are by Faith- Hindu, by Nationality- Indian, by Occupation- Business, District- 24 Paraganas (North), hereinafter called and referred to as the "**DEVELOPER**" (which terms or expression shall excluding by or repugnant to the context be deemed to mean and include successors-in-office, legal representatives and assigns) of the **OTHER PART**.

WHEREAS one Sri lalit Mohon Sarkhel, son of Late Hari Charan Sarkhel owned and acquired of the two nos. landed property, one is All That piece and percel of land measuring about 1(One) cottah 12(Twelve) chittack more or less bastu land with two

storied house standing thereon, which was lying and situated at Touzi no. 2833, Mouza- Manicktala, Dihi 55 Gram, Division- II, Sub-Division- 14, Premises no. 1/A, Simla Road, under the local limits of the Calcutta Municipal Corporation, Holding no. 154, under the jurisdiction of the Manicktala Police Station, District- 24 Paraganas and another is is All That piece and parcel of land measuring about 4(Four) cottah 2(Two) chittack more or less bastu land with tiles shaded structure standing thereon, which was lying and situated at Touzi no. 2833, Dihi 55 Gram, Division- III, Sub-Division- 22, Premises no. 258/3, Upper Circular Road, under the local limits of the Calcutta Municipal Corporation, Holding no. 426, under the jurisdiction of the Belegkata Police Station, District- 24 Paraganas.

AND WHEREAS the said Sri Lalit Mohon Sarkhel during his life time he made a registered Bengali Nirupon Patra dated 5th July, 1957, which was recorded in the Sub- Registrar of Sealdah and registered in Book no. I, Volume no. 28, Pages from 162 to 164, Being no. 1315 for the year 1957 and the said Bengali Nirupon Patra the said two nos. landed property one is All That piece and parcel of land measuring about 1(One) cottah 12(Twelve) chittack more or less bastu land with two storied house standing thereon, which was lying and situated at Touzi no. 2833, Mouza- Manicktala, Dihi 55 Gram, Division- II, Sub-Division- 14, Premises no. 1/A, Simla Road, under the local limits of the Calcutta Municipal Corporation, Holding no. 154, under the jurisdiction of the Manicktala Police Station, District- 24 Paraganas and another is is All That piece and parcel of land measuring about 4(Four) cottah 2(Two) chittack more or less bastu land with tiles shaded structure standing thereon, which was lying and situated at Touzi no. 2833, Dihi 55 Gram, Division- III, Sub-Division- 22, Premises no. 258/3, Upper Circular Road, under the local limits of the Calcutta Municipal Corporation, Holding no. 426, under the jurisdiction of the Belegkata Police Station, District- 24 Paraganas given to his younger son Sri Bamkim Chandra Sarkhel, son of Sri Lalit Mohon Sarkhel.

AND WHEREAS the said Sri Bamkim Chandra Sarkhel seized and possessed of the aforesaid landed property and he mutated his name in the assessment record of the Calcutta Municipal Corporation and paying taxes in his name.

AND WHEREAS the said Sri Bamkim Chandra Sarkhel during his life time he made his last a registered Will and Testatment dated 12th December, 2000 which was recorded in the office of the Additonal Registrar of Assurances III and registered in Book no. III, Volume no. 1, Pages from 129 to 133, being no. 25 for the year 2001, the said Will and Testament he allotted his two nos. said landed property in the name

of his son Sri Krishnendu Sarkhel and right to reside of his wife Smt. Sovana Sarkhel at premises no. 1A, Simla Road, Calcutta- 700006, mentioned in the said registered Will and Testatment and hereby appoint the Executor Sri Krishnendu Sarkhel.

AND WHEREAS the said Sri Bamkim Chandra Sarkhel died on 27th August, 2008 and the said registered Will and Testatment granting Probate through the Executor Sri Krishnendu Sarkhel.

AND WHEREAS the said Executor Sri Krishnendu Sarkhel applied for probate before the Court of Ld. District Delegate at Sealdah in its Testamentary and Intestate jurisdiction.

AND WHEREAS the said Hon'ble High Court by Prob. no. 4 of 2011 granted probate in favour of the said Sri Krishnendu Sarkhel, dated on 25th January, 2012.

AND WHEREAS on the basis of the said Probate the said properties was granted Sri Krishnendu Sarkhel, son of Late Bamkim Chandra Sarkhel and he mutated his name in the assessment record of the Calcutta Municipal Corporation under the two separate assessee no. and paying taxes in his name.

AND WHEREAS the said Owner owned and acquired of the All That piece and parcel of land measuring about 4(Four) cottah 2(Two) chittack more or less bastu land with tiles shaded structure standing thereon, which was lying and situated at Premises no. 258/3, Acharya Prafulla Chandra Road, Assessee no. 1102800250, under the local limits of the Kolkata Municipal Corporation, under the jurisdiction of the Belegghata Police Station, District- 24 Paraganas and the said property desirous to develop.

AND WHEREAS the said Owner of the aforesaid landed property enjoying the same free from all encumbrances together with absolute possession with out any interruption from any corner and/or whatsoever together with right to sell, convey and transfer the same to any intending Purchaser or Purchasers as they think fit and proper.

AND WHEREAS now the said Owner herein expressed their intention to develop and/or construct a multi-storied building consisting of several number of flats, shop and/or units thereon and the Developer herein have contacted with the Owner herein and he agreed to do the said construction work on the aforesaid property and the Owner have agreed with the Developer for the same.

AND WHEREAS now the said Owner herein expressed his intention to develop and/or construct a multi-storied building consisting of several number of flats, shop and/or units thereon and the Developer herein have contacted with the Owner herein and he agreed to do the said construction work on the aforesaid property and the Owner have agreed with the Developer for the same and the Developer has inspected all the title document pertaining to the said property and as such satisfied themselves to the right, title and the interest of the Owner herein with regard to the said property along with his competency to enter into this instant agreement, morefully described in the First Schedule hereunder written.

NOW THIS AGREEMENT WITNESSTH AND IT HAS BEEN MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO ARE AS FOLLOWS THAT :-

1. That the Owner have hereby delivered all the photocopies of the relevant documents i.e. Title Deeds, Tax Receipt, Death Certificates, update Tax receipt and others to the Developer's company for verification and the Developer's Company are hereby satisfied in regards to the same and Owner will also be bound that he will handedover the original papers of the aforesaid property to the Developer thereto in any manner whatsoever.
2. That the Owner authorized the Developer to develop the said property and to construct multi-storied residential cum commercial building consisting of different self contained flats and/or units as per sanctioned plan to be obtained from the Kolkata Municipal Corporation by the Developer herein and also Developer hereby agree that it will be liable or responsible solely for the security, safety and stability of the the newly constructed multi-storied building and Owner will not be responsible in any matter whatsoever if any damage done regarding construction to the newly construted multi-storied building at the time of the construction.
3. That the Developer shall draw a Building Plan through a licensed Architect and the Owner shall review the Plan before signing the same in order to effectuate the said multi-storied building project. The Developer will be liable to provide a drawing copy of the building plan to the Owner strictly before signing the Plan.
4. That the Developer shall inform to the Owner by the Developer's Company letter head immediately when the proposed building plan gets sanctioned from the Kolkata Municipal Corporation along with a photocopy of the Sanction letter and the Sanction drawing Plan.

5. As per consideration of the said property the Owner herein shall be entitled to get the below mentioned proportion:-

As per consideration of the said property the Owner herein shall entitled to get the proposed multi-storied building as per the sanction plan and/or developer shall provide 2(Two) nos. residential Flat with builtup area means including proportionate stair area, stair landing and lift of the proposed multi-storied building and and 1(One) nos. Car Parking to the Owner as Owner's Allocation in the following manner:-

a) Two nos. residential Flat One is on the Second Floor, Front side, measuring about 750(Seven Hundred and Fifty) sq.ft. more or less, including built-up area and another is on the Third Floor, Front side, measuring about 750(Seven Hundred and Fifty) sq.ft. more or less, including built-up area.

b) 1(One) nos. Car Parking space on the Ground Floor, measuring about 200 (Two Hundred) sq.ft. more or less.

together with undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed multi-storied building and apart from that the Owner herein shall also be entitled to get an amount of Rs. 10,00,000/- (Ten Lakh) only non refundable money from the Developer which will be paid by the Developer to the Owner and the payment schedule mention in the Second Schedule below.

6. That the Developer shall be liable to remove the tenant and expenses for this purpose Developer will be bear for it. The Owner shall not be liable for this tenant matter, he only co-operate with this matter. The Owner handed over peaceful and vacant property to the Developer.

7. That in lieu of cost and expenses all other flats or units save and except Owner's Allocation mentioned herein shall be exclusively treated as Developer's Allocation and the Developer solely entitled to appropriate the sale proceeds in respect of the Developer's Allocation of the said proposed multi-storied building to be constructed as they deem fit and proper and the Owner shall not have no right to claim any financial benefit and/or other benefits to the effect whatsoever.

8. That the Owner shall render all co-operation in favour of the Developer in order to effectuate the construction work of the said proposed multi-storied building and the Owner should not create any bar or impediment for the same. However, the Owner or any of his representatives shall have every right to visit the site during the time of construction to make rounds or to talk with any workman or architect or engineer or Developer regarding the progress or the quality of work any time. The Developer or his agents will not at all have the power to stop or to make bar on the same.
9. That the Developer can amalgamate the said property with other adjacent property or properties at its own cost only after written consent from the Owner.
10. That the Developer shall construct the multi-storied building at their own costs and expenses and the Owner shall have no liabilities and/or responsibilities in this respect whatsoever.
11. That the Owner shall have to execute a **registered Development Power of Attorney** in favour of the Developer's Firm to represent them before the concerned Kolkata Municipal Corporation and the other Govt. and Semi Govt. offices and local bodies and also to negotiate for sale, entered into agreement for sale and all type of transfer deeds in favour of the intending purchaser or purchasers and to received advances and total money from them in respect of the Developer's Allocation.
12. That the Developer shall handed over the complete habitable peaceful vacant possession of the Owner's Allocation within **24 (Twenty Four) months** from the date of earth cutting. For certain and exceptional cases, the Developer can ask for an extension of the Development Agreement for maximum period of another **6 (Six) months** from the Owner. The Owner shall not to do anything whereby the construction of the Developer is or shall be hampered or impeded with if the same is going as lawfully. Incase, any sort of inconveniences or disturbance will occur except any natural calamities or act of god which is or are beyond the control of the Developer at the time of developing the said building, the Developer may discuss with the Owner to resolve the matter. The time is the essence of this contract.
13. That it is also agreed by the parties that the Developer shall construct and complete the said allocation as well as the building as per standard specification annexed herewith and if the Owner shall do any extra works (Extra work means out of the Schedule Work), he will be entitled to do the same through the Developer and

the cost and expenses for such extra works, he will be entitled to do the same through the Developer and the costs and expenses for such extra work shall be exclusively belong with the Owner as an advance basis.

14. That it is agreed by the parties that the Developer shall take all necessary steps for obtaining the permanent electricity connection in favour of the Owner but the cost and expences will be bourn by the Owner's only, otherwise the Owner can apply for electric meter for his accomodation.

15. That the Developer shall construct the said proposed multi-storied building in most workmen like manner by using standard quality materials.

16. That the Developer shall discuss with the Owner and complete the Owner's Allocation according to the Owner's choice as per specification annexed herewith.

17. That the Owner shall not be responsible for any consequences resulting from bad workmanship or deviation of sanction plan from the actual etc. relates with the said construction work of the proposed multi-storied building for which the Developer is or shall be solely responsible.

18. That the Developer shall not pay any pending Corporation tax or any sort of pending tax relates of the proposed landed property whenever required and submit the receipt copy to the Owner. Until and unless the Owner will get his possession in the proposed multi-storied building, the Developer will bear the cost of expenses of all kind of concurred Taxes of the proposed landed property.

19. That the Owner from the very date of getting possession of the Owner's Allocation shall have to bear the proportionate costs of the consolidated Corporation taxes and the revenues and also proportionate costs of the maintenance of the common areas of the proposed multi-storied building to be constructed.

20. That the Developer will be liable to take responsibility to provide the Owner's Allocation as first priority in the proposed new multi-storied building.

21. That the Developer shall execute a discussion with the Owner and obtain written permission from the Owner to verify and/or modify the plan or construction subject to sanction of such modified plan from Kolkata Municipal Corporation. In that

case the Owner may not demand of consideration price and/or allocation in land or both, whichever suits to the Owner.

22. That save and except the area allotted to the Owner, the Developer shall have exclusive rights to deal with the remaining constructed area or portion of the proposed multi-storied building to be constructed including its rights to all common areas and/or amenities or facilities provided in the said proposed multi-storied building and shall have the right to enter into any agreement for sale with prospective buyers or occupiers of the flats as may be chosen and/or selected by the Developer for transfer, sell, grant, lease, of the portion of the building for or at such consideration of construction of such terms and conditions as may be agreed upon by and between the Developer and intending purchaser and/or purchasers and/or occupiers.

23. That though the Developer will have exclusive rights to transfer, sell, grant, lease of the portion of the building of their Allocation, yet they will not have the power by the terms of the Development Agreement to donate, transfer, sell, grant, lease, rent any portion of the proposed multi-storied building area to any Meat shop, or Lottery shop or Association under any circumstances.

24. That the Developer shall carry total construction work of the building at their own costs and shall take sale proceeds from the Developer's Allocation of the proposed multi-storied building to be constructed exclusively and the Owner shall have no objection and as well as no demand in this respect whatsoever.

25. That at the time of booking from the intending purchaser and/or purchasers for selling out the Developer's Allocation of the proposed multi-storied building shall be constructed the Developer shall have the liberty to sign the said sale agreement on behalf of the Owner as the constituted attorney of the Owner by deemed of registered Development Power of Attorney holder.

26. That the selling price or rate of the Developer's Allocation will be fixed by the Developer without any prior permission or consultation with the Owner. The profit and losses which will be earned from the project will be entirely receive or taken away by the Developer and no amount will be adjusted from the Owner's Allocation on the account of losses or vice-a-versa on the amount of profit or loss from the Developer's Allocation.

27. That the Developer will be empowered by the Owner to collect earnest and/or advance money or full consideration money from the Developer's Allocation only of the proposed multi-storied building to be constructed from the intending buyer or buyers and issue money receipt in their company name and in this connection the Owner shall have no objection whatsoever.

28. That in so far as necessary all dealing made by the Developer in respect of the multi-storied building including agreement for sale or any kind or transfer after receipt of money in respect of Developer's Allocation of the proposed multi-storied building to be constructed shall be in the name of the Owner for which purpose the Owner undertake to accept the Developer as their agent by executing a Registered Development Power of Attorney in a form and manner required by the Developer but in this connection it is being well understood, that such dealings shall not in any manner fasten or create any financial liability and/or any kind of responsibility upon the Owner.

29. That the ultimate roof of the said proposed multi-storied building to be constructed shall always be treated as common with the Owner and the Flat owners only.

30. That if any of the contractual parties contravenes the provision as laid down in this Development Agreement then in that case both the parties shall jointly solve their problems if failed, then aggrieved parties shall have the liberty to sue or seek redress the competent Court of Law of the land realms.

31. That if the Developer fails to construction the proposed multi-storied building in accordance with the plan sanction from the Kolkata Municipal Corporation within the stipulated time as stated here in above and/or if there is any deviation from the said sanctioned plan the Developer will be total responsible and answerable to all authorities concerned for such failure and deviation and give compensation.

32. That this agreement shall commence from the date of execution of this agreement and in terms of this agreement the Developer shall be responsible for delivering a photo copy of the COMPLETION CERTIFICATE as regard completion of the proposed multi-storied building at their own cost.

33. That for the both parties, if any person died intested so his/her legal heir and heiress have the right to execute this Development Agreement and Development

Power of Attorney as per the same terms and condition by inheritance and/or by Hindu Succession Act 1956. The legal heir and heiress shall not raise any objection regarding this Development Agreement and Development Power of Attorney.

THE FIRST SCHEDULE OF THE ENTIRE PROPERTY ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring an area 4(Four) cottah 2(Two) chittaks be the same or a little more or less, commercial land measuring 2(Two) cottah more or less out of the 4(Four) cottah 2(Two) chittaks be the same or a little more or less, together with tiles shaded structure standing thereon measuring about 1440 (One Thousand Four Hundred and Forty) sq.ft. more or less, with cemented flooring, which was lying and situated at Premises no. 258/3, Acharya Prafulla Chandra Road, Kolkata- 700006, within the jurisdiction of Narkeldanga Police Station, within the local limits of Kolkata Municipal Corporation, under Ward no: 028, Assessee no. 110280100250, Borough no. 4, District 24 Paraganas(South), which is butted and bounded as follows:-

- ON THE NORTH** : by house of Asutosh Dutta
- ON THE SOUTH** : by house of Ram Chandra Saha
- ON THE EAST** : by house of Snehalata Dutta
- ON THE WEST** : by Acharya Prafull Chandra Road

SECOND SCHEDULE (OWNER'S ALLOCATION)

As per consideration of the said property the Owner herein shall entitled to get the proposed multi-storied building as per the sanction plan and/or developer shall provide 2(Two) nos. residential Flat with builtup area means including proportionate stair area, stair landing and lift of the proposed multi-storied building and and 1(One) nos. Car Parking to the Owner as Owner's Allocation in the following manner:-

- a) Two nos. residential Flat One is on the Second Floor, Front side, measuring about 750(Seven Hundred and Fifty) sq.ft. more or less,

including built-up area and another is on the Third Floor, Front side, measuring about 750(Seven Hundred and Fifty) sq.ft. more or less, including built-up area.

b) 1(One) nos. Car Parking space on the Ground Floor, measuring about 200 (Two Hundred) sq.ft. more or less.

together with undivided proportionate share or interest of underneath land along with proportionate rights on all common areas and facilities of the proposed multi-storied building and apart from that the Owner herein shall also be entitled to get an amount of Rs. 10,00,000/- (Ten Lakh) only non refundable money from the Developer which will be paid by the Developer to the Owner given below :

a) At the time of execution of this Development Agreement	Rs. 5,00,000.00
b) Rest amounts at the time of handing over the Owner's Allocation	Rs. 5,00,000.00
Total	<u>Rs. 10,00,000.00</u>

DEVELOPER'S ALLOCATION

Save and except of the aforesaid Owner's Allocation all other constructed areas of the proposed multi-storied building will be treated as Developer's Allocation :-

THE THIRD SCHEDULE **(SPECIFICATION OF THE FLAT)**

1. FOUNDATION :

Earthwork in excavation in all kinds of soil up to the lowest bottom of pile foundation well Single brick soiling of picked Jhama brick including ramming and dressing bed to proper level and filling joints with local sand.

Plain cement concrete with graded stone metal 30-40 mm. size including shuttering in foundation with concrete mix 1(cement): 3(sand): 6(stone) and ground floor with concrete mix 1(cement) : 2(sand) : 3(stone) with 20-25 mm. stone.

Reinforced cement concrete (M-20) with mix proportion 1(cement): 1.5(sand): 3(stone chips) (Graded 20mm.-12mm.) ordinary Portland cement and full course (F.M.-02) sand to be used in all kind of R.C.C.

Reinforcement bars standard quality of different diameter to be cut and bend as per schedule.

All binded with 18SWG lack wire at every intersection.

Shuttering shall be of 12mm. thick ply/ wood from vertical faces of R.C.C. to be stripped off after 24 hours of casting, beams and slab soffits be removed after 21 days and 14 days respectively.

Earth work in filling in return fill in foundation with excavated earth and silver sand spreading to layers not exceeding 150mm. including watering and ramming layer by layer.

2. SUPER STRUCTURE

The super structure of the building shall be designed on reinforcement cement concrete (M-20) (R.C.C.) (1:1.5:3) framed structure with R.C.C. columns, beams and slabs.

Drainage connection internal and external, sanitary and plumbing drawing with water connection sanction from KMC to be done by the Developer.

3. BRICK WORK

- a) All brick works to be done with first class bricks.
- b) All outer wall shall be 200mm. (8") thick brick work with cement mortar 1:5 and lift per day to restrict with 1M.
- c) All inner wall shall be 125mm. (5") thick brick work with cement mortar 1:4 and lift per day to restrict with 1.5 M.
- d) RCC lintel and chhajja shall be provided as per requirement.

4. PLASTER WORK

- a) Plastering to be done with PSC cement and M.C. sand 12mm. thick with C.M. 1:4 at inside wall.

- b) 6mm. thick with C.M. 1:3 at ceiling.
- c) 25mm. thick with C.M. 1:5 at outside wall in two layer including rounding corners or chamfering as directed.

5. FLOORING WORK

- a) Vitrified tiles flooring with 2ft. x 2ft. Vitrified tiles with at least 1 and 1.5" cement mortar backing and face joints with white cement duly finished at Bed rooms, Drawing, Kitchen, Toilets, Dining and Balcony etc.
- b) Granite topping over kitchen platform including skirting front guard molding and steel sinks base cutting of branded quality.
- c) Vetrified tiles flooring with 2ft x 2ft. with at least 1 and ½" cement mortar backing and face joints with white cement duly finished at toilets.
- d) Vertrified tiles skirting with 2ft.x6inch. in size set in cement mortar 1:4 matching to the floor tile alignment.
- e) Ceramic wall tiles 12inch. X 16inch. in size set in cement mortar 1:4 upto 6 ft. from floor skirting at toilet.
- f) Ceramic wall tiles 12inch. X 16inch. in size set in cement mortar 1:4 upto 2ft. 6inch. from kitchen platform at kitchen.
- g) Civil work related to lift erection shall be done by the Developer.
- h) Drainage connection internal and external, sanitary and plumbing drawing with water connection sanction from KMC to be done by Developer.
- i) Electrical supply and service shall be done by the Developer.
- j) Stair will be Marble finished and S.S. made railing top with Aluminum handle.

6. PAINTING

Putti with standard brand finished in 3 layers to be done in all internal walls. All doors with frame shall be painted with white wood primer. Outside paint shall be weather coat. Inside paint (it should be stair landing and lift room) shall be completed with 3layer wall putty and primer.

7. DOORS AND WINDOW WORK

Fully glazed sliding aluminum shutter with 4mm. glass and M.S. grill.

The Main Door shall be of C.P. Teak with polish finish, other doors will be Flush door shall be formal dehydrate hot pressed with seasoned wood frames of which shall be 4inch. X 2.5inch. with each and every room, kitchen, balcony. The toilet doors will be finished by P.V.C.

8. SANITARY FITTINGS AND WATER ACCESORIES

Stainless steel Sink of 18inch. X 21inch. At kitchen, Indian/ European type white commode with PVC cistern in each toilet, wash basins will be from standard quality including slim line PVC cistern in each toilet.

All CP. Bib cock, Piller cock, stop cock and Shower rose will be provided.

All concealed lines to be maid with UPVC pipes fittings like Tee, Bend etc. should be of ISI brand.

100mm. (4inchs) dia rainwater down pipe to be erected with necessary bends and shoes and sewerage line 150mm. (6inch.) dia will be provided.

9. ELECTRICAL WORKS

- a) PVC concealed wiring with copper wire, switch and boards without fittings and fixtures as per requirement.
- b) Bed Rooms: 3 light pints, 1 fan points, 2 nos. 5 Amp. Plug point on switch board donerjlug point near bed, one AC point shall be provided in master bed room.
- c) Living/Dining Room: 3 light points, 2 fan points, two 5 Amp. Plug point on switch board, Two 15 Amp. Plug point for refrigerator at any other places.
- d) Kitchen: Two light point, one exhaust fan point, Three 5 Amp. Plug point, One 15 Amp. cum 5 Amp. Plug point including Micro Oven, Chimney point and Aquaguard.
- e) Toilet: Two light point, one exhaust fan point, one 15 Amp. plug point, one Geyser point in each toilet.
- f) Balcony: One light point and One Plug point.
- g) Television: one point for each in living/ dining area and master bed room.

- i) Washing machine point will be provided in each flat.

10. OUTSIDE ELEVATION WORK

Outside elevation work as per drawing and two coats weather coat paints with primer overall outside walls on the building.

SPECIFICATION OF MATERIALS

Reinforcement	: TATA/ SAIL/ SRMB/ ELEGANT or equivalent
Cement (OPC)	: Ultra tech/ Lafarge/ ACC or equivalent
Brick	: First quality
Sand	: Course/ Medium
Stone chips	: Graded Pakur/ Panchami
Floor Tiles	: Nitco/ Kajaria or equivalent.
Ceramic	: Tiles- Kajaria/ Jhonson/ Nitco (shade and design approved by the Developer) or equivalent.
PVC pipes	: Supreme/ Oriplast or equivalent
Sanitary fittings	: Hind/ Nyser/ Parryware
C.P. fittings	: Essco or equivalent.
Electric wire	: Havells/ Finolex Switch & Board Modular Anchor or equivalent
Alluminum section	: Indal with anodisation or equivalent
Paints	: Berger/ Asian
Lift	: IS specification
Any materials brought at site shall be received and approved by the Developer.	

INWITNESS WHEREOF both the parties herein have hereunto set and subscribed in their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

At Kolkata in presence of the

WITNESSES :-

1. Abdul Razzaq
2A, Patu Sarkar Ln
Kolkata - 700028

2. Sajal Marma.
13 No B.P. Lane
Kolkata - 36 -

Krishnendu Sarker

SIGNATURE OF THE OWNER

BMD NIRMAL BMD NIRMAL
Yogin Balaaji Yogin Balaaji
Partner Partner

BMD NIRMAL BMD NIRMAL
Srinivas Mukherjee Swamp Datta
Partner Partner

SIGNATURE OF THE DEVELOPER

Drafted by :-

Abhijit Gangopadhyay
Abhijit Gangopadhyay
Advocate

Sealdah Court, Kol- 14
Enrol. no. WB/ 3189/99

Yogin Balaaji

Swamp Datta.

MEMO OF CONSIDERATION

RECEIVED of and from the within named Developer a total sum of Rs. 5,00,000/- (Five Lakh) only in terms of this Development Agreement as per Memo below:

MEMO

<u>Cheque no.</u>	<u>Date</u>	<u>Bank</u>	<u>Amount</u>
001052	11-10-2023	HDFC	5,00,000.00
			<u>Rs. 5,00,000.00</u>

Total Rs. Five Lakh only.

















































Krishnamurthy Sankar


























 SIGNATURE OF THE OWNER

WITNESSES :-

1. *Abdul Razzaq*
 2A, Palm Garden in
 Kothur, 23
2. *Sajal Manna.*
 13 No B.P. Lane
 Kothur 36

PAGE NO. —
SPECIMEN FORM FOR TEN FINGERPRINTS

SL. No.	Signature of the Executants/ Presentants	Little	Ring	Middle	Fore	Thumb
	 <i>Kishore Sankar</i>		(Left Hand)			
						
		Thumb	(Right Hand)		Ring	Little
						
		Little	(Left Hand)		Fore	Thumb
						
	 <i>Manjiv Baijagi</i>		(Left Hand)			
						
		Thumb	(Right Hand)		Ring	Little
						
		Little	(Left Hand)		Fore	Thumb
						
	 <i>Yash Kumar Banarji</i>		(Left Hand)			
						
		Thumb	(Right Hand)		Ring	Little
						
		Little	(Left Hand)		Fore	Thumb
						

Sl. No.	Signature of the Executants/ Presentants	Little	Ring	Middle	Fore	Thumb
	 Subin Muxharjee		(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
						
		Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
						
		Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
		Thumb	Fore	Middle	Ring	Little
						

Major Information of the Deed

Deed No.	I-1902-14388/2023	Date of Registration	11/10/2023
Query No / Year	1902-2002541639/2023	Office where deed is registered	
Query Date	05/10/2023 2:23:11 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Abhijit Gangopadhyay 22, Bhattacharya Para Lane, Thana : Baranagar, District : North 24-Parganas, WEST BENGAL, PIN - 700036, Mobile No. : 9331059590, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Rs. 5,64,61,052/-		
Rs. 3/-	Registration Fee Paid		
Stamp duty Paid (SD)	Rs. 5,105/- (Article:E, E, B)		
Rs. 75,021/- (Article:48(g))	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		
Remarks			



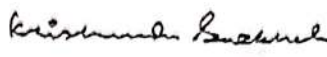


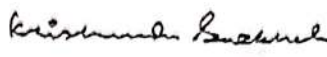


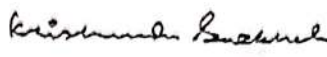
Land Details :

District: South 24-Parganas, P.S:- Narikeldanga, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: A. P. C. Road, Road Zone : (Dr.M.N.C.Sarani (Ward-27,28) – Vivekananda Road (On Road)) , , Premises No: 258/3, , Ward No: 028 Pin Code : 700006

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	2 Katha 2 Chatak	1/-	2,23,76,250/-	Property is on Road
L2	(RS :-)		Commercial	2 Katha	1/-	3,36,96,002/-	Property is on Road
		TOTAL :		6.8063Dec	2 /-	560,72,252 /-	
		Grand Total :		6.8063Dec	2 /-	560,72,252 /-	

Structure Details :



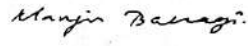


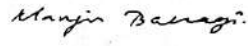


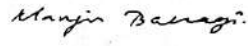
Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L2	1440 Sq Ft.	1/-	3,88,800/-	Structure Type: Structure
Gr. Floor, Area of floor : 1440 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	1440 sq ft	1 /-	3,88,800 /-	



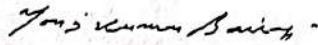


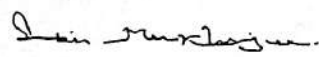


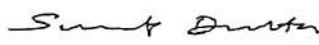
Sl No	Name Address Photo Finger Print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Krishnendu Sarkhel (Presentant) Son of Late Bankim Chandra Sarkhel Executed by: Self, Date of Execution: 11/10/2023 , Admitted by: Self, Date of Admission: 11/10/2023 ,Place : Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>11/10/2023</td> <td></td> <td>LTI 11/10/2023</td> <td>11/10/2023</td> </tr> </tbody> </table> <p>1/A, Simla Road, City:- , P.O:- Beadon Street, P.S:-Manicktola, District:-Kolkata, West Bengal, India, PIN:- 700006 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ajxxxxxx8b,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 11/10/2023 , Admitted by: Self, Date of Admission: 11/10/2023 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Mr Krishnendu Sarkhel (Presentant) Son of Late Bankim Chandra Sarkhel Executed by: Self, Date of Execution: 11/10/2023 , Admitted by: Self, Date of Admission: 11/10/2023 ,Place : Office		 Captured		11/10/2023		LTI 11/10/2023	11/10/2023
Name	Photo	Finger Print	Signature										
Mr Krishnendu Sarkhel (Presentant) Son of Late Bankim Chandra Sarkhel Executed by: Self, Date of Execution: 11/10/2023 , Admitted by: Self, Date of Admission: 11/10/2023 ,Place : Office		 Captured											
11/10/2023		LTI 11/10/2023	11/10/2023										

Developer Details :




Sl No	Name Address Photo Finger print and Signature
1	B M D NIRMAN 51, Cossipore Road, City:- , P.O:- Baranagar, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700036 , PAN No.:: aaxxxxxx0j,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl 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> Mrs Manju Bairagi Wife of Mr Monoj Kumar Bairagi Date of Execution - 11/10/2023, , Admitted by: Self, Date of Admission: 11/10/2023, Place of Admission of Execution: Office </td> <td>  </td> <td>  Captured </td> <td>  </td> </tr> <tr> <td>Oct 11 2023 5:22PM</td> <td></td> <td>LTI 11/10/2023</td> <td>11/10/2023</td> </tr> </tbody> </table> <p>196, Maharaja Nanda Kumar Road (South), City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx5G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : B M D NIRMAN (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Mrs Manju Bairagi Wife of Mr Monoj Kumar Bairagi Date of Execution - 11/10/2023, , Admitted by: Self, Date of Admission: 11/10/2023, Place of Admission of Execution: Office		 Captured		Oct 11 2023 5:22PM		LTI 11/10/2023	11/10/2023
Name	Photo	Finger Print	Signature										
Mrs Manju Bairagi Wife of Mr Monoj Kumar Bairagi Date of Execution - 11/10/2023, , Admitted by: Self, Date of Admission: 11/10/2023, Place of Admission of Execution: Office		 Captured											
Oct 11 2023 5:22PM		LTI 11/10/2023	11/10/2023										

Name	Photo	Finger Print	Signature
Mr Monoj Kumar Bairagi Son of Late Kumud Ranjan Bairagi Date of Execution - 11/10/2023, , Admitted by: Self, Date of Admission: 11/10/2023, Place of Admission of Execution: Office		 Captured	
Oct 11 2023 5:23PM	LTI 11/10/2023	11/10/2023	
196, Maharaja Nanda Kumar Road (South), City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx3E,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : B M D NIRMAN (as PARTNER)			
Mr Subir Mukherjee Son of Mr Sanat Mukherjee Date of Execution - 11/10/2023, , Admitted by: Self, Date of Admission: 11/10/2023, Place of Admission of Execution: Office		 Captured	
Oct 11 2023 5:25PM	LTI 11/10/2023	11/10/2023	
265/O/1, Gopal Lal Thakur Road, City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AQxxxxxx8R,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : B M D NIRMAN (as PARTNER)			
Mr Swarup Dutta Son of Late K C Dutta Date of Execution - 11/10/2023, , Admitted by: Self, Date of Admission: 11/10/2023, Place of Admission of Execution: Office		 Captured	
Oct 11 2023 5:26PM	LTI 11/10/2023	11/10/2023	
156/1, Maharaja Nanda Kumar Road (South), City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx5J,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : B M D NIRMAN (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Abhijit Gangopadhyay Son of Late N. C. Ganguly 22, Bhattacharya Para Lane, City:- , P.O:- Baranagar, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700036		 Captured	
11/10/2023	11/10/2023	11/10/2023	
Identifier Of Mr Krishnendu Sarkhel, Mrs Manju Bairagi, Mr Monoj Kumar Bairagi, Mr Subir Mukherjee, Mr Swarup Dutta			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Krishnendu Sarkhel	B M D NIRMAN-3.50625 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Krishnendu Sarkhel	B M D NIRMAN-3.3 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Krishnendu Sarkhel	B M D NIRMAN-1440.00000000 Sq Ft

Endorsement For Deed Number : I - 190214388 / 2023

On 11-10-2023

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 12:05 hrs on 11-10-2023, at the Office of the A.R.A. - II KOLKATA by Mr Krishnendu Sarkhel, Executant.

Certificate of Market Value (WB P.V.V. Rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,64,61,052/-

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

Execution is admitted on 11/10/2023 by Mr Krishnendu Sarkhel, Son of Late Bankim Chandra Sarkhel, 1/A, Simla Road, P.O: Beadon Street, Thana: Manicktola, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Retired Person

Indetified by Mr Abhijit Gangopadhyay, , Son of Late N. C. Ganguly, 22, Bhattacharya Para Lane, P.O: Baranagar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Advocate

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

Execution is admitted on 11-10-2023 by Mrs Manju Bairagi, PARTNER, B M D NIRMAN (Partnership Firm), 51, Cossipore Road, City:- , P.O:- Baranagar, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700036

Indetified by Mr Abhijit Gangopadhyay, , Son of Late N. C. Ganguly, 22, Bhattacharya Para Lane, P.O: Baranagar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Advocate

Execution is admitted on 11-10-2023 by Mr Monoj Kumar Bairagi, PARTNER, B M D NIRMAN (Partnership Firm), 51, Cossipore Road, City:- , P.O:- Baranagar, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700036

Indetified by Mr Abhijit Gangopadhyay, , Son of Late N. C. Ganguly, 22, Bhattacharya Para Lane, P.O: Baranagar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Advocate

Execution is admitted on 11-10-2023 by Mr Subir Mukherjee, PARTNER, B M D NIRMAN (Partnership Firm), 51, Cossipore Road, City:- , P.O:- Baranagar, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700036

Indetified by Mr Abhijit Gangopadhyay, , Son of Late N. C. Ganguly, 22, Bhattacharya Para Lane, P.O: Baranagar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Advocate

Execution is admitted on 11-10-2023 by Mr Swarup Dutta, PARTNER, B M D NIRMAN (Partnership Firm), 51, Cossipore Road, City:- , P.O:- Baranagar, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700036

Indetified by Mr Abhijit Gangopadhyay, , Son of Late N. C. Ganguly, 22, Bhattacharya Para Lane, P.O: Baranagar, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700036, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,105.00/- (B = Rs 5,000.00/- , E = Rs 21.00/- , I = Rs 55.00/- , M(a) = Rs 25.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/10/2023 1:41PM with Govt. Ref. No: 19023240253213931 on 10-10-2023, Amount Rs: 5,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKY2724228 on 10-10-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 440, Amount: Rs.5,000.00/-, Date of Purchase: 06/10/2023, Vendor name: S Paul
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/10/2023 1:41PM with Govt. Ref. No: 192023240253213931 on 10-10-2023, Amount Rs: 70,021/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKY2724228 on 10-10-2023, Head of Account 0030-02-103-003-02

ling
Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 514313 to 514342
being No 190214388 for the year 2023.



fin2

Digitally signed by SATYAJIT BISWAS
Date: 2023.11.02 13:10:33 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 02/11/2023

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.