

6930/2025

D-6962/2025



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AU 352509

29/8/25  
24 28955/  
25

2 P.M

**AGREEMENT FOR DEVELOPMENT  
OF A REAL ESTATE PROJECT**

**THIS AGREEMENT FOR DEVELOPMENT OF A REAL ESTATE PROJECT (hereinafter called and referred as the "Development Agreement")** is made on this the 29<sup>th</sup> day of August, Two Thousand Twenty Five), 2025 A.D.

**BETWEEN**

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

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

Adul. District Sub-Registrar  
Behala, South 24 Parganas

*(Signature)*

Director

29 AUG 2025

08 MAY 2025

Serial No. 618 Date  
Name  
Address  
Value Rs. 100 P.  
**BIDYUT KR. SAHA**  
Licence Stamp Vendor  
Alipore Judges' Court 24 Pgs. (S)  
Kolkata-700 027

**Dipak Kumar Das**  
Advocate  
Alipore Judges' Court

Stamp Vendor

Signature



**A.D.S.R Behala**  
28 AUG 2025  
Dist.-South 24 Pgs.

*Prem Narayan Khandelwal*

**SRI. PREM NARAYAN KHANDELWAL,**  
son of Sri Hari Vallabh Khandelwal,  
of 10/16A, Siddhinath Chatterjee Road, Post  
Office - Behala, Police Station - Parnasree,  
Kolkata, West Bengal -700034

### Major Information of the Deed

Deed No :	I-1607-06962/2025	Date of Registration	29/08/2025
Query No / Year	1607-2002428955/2025	Office where deed is registered	
Query Date	25/08/2025 9:33:34 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	DIPAK KUMAR DAS ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831877898, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 23,75,000/-]		
Set Forth value	Market Value		
Rs. 40,00,000/-	Rs. 1,53,16,834/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 24,350/- (Article:E, E, B)		
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: Bakrahat Road, Road Zone : (Bachharpara Road -- Raghunathpur Road Premises Not Located on Road) , , Premises No: 131/2B, , Ward No: 144 Pin Code : 700104

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	7 Katha 1 Chatak 8 Sq Ft	39,00,000/-	59,41,834/-	Width of Approach Road: 23 Ft.,
Grand Total :				11.6715Dec	39,00,000 /-	59,41,834 /-	

### Structure Details :


Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	12500 Sq Ft.	1,00,000/-	93,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 3, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 4, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		12500 sq ft	1,00,000 /-	93,75,000 /-	

M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

*[Signature]*

Director



**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>SAURAV KHANDELWAL</b> Son of PREM NARAYAN KHANDELWAL Executed by: Self, Date of Execution: 29/08/2025 , Admitted by: Self, Date of Admission: 29/08/2025 ,Place : Office	<b>Photo</b> 	<b>Finger Print</b>  Captured	<b>Signature</b> 
	29/08/2025	LTI 29/08/2025	29/08/2025	
10/16A, SIDDHINATH CHATTERJEE ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India , PAN No.:: BGxxxxxx1N, Aadhaar No: 97xxxxxxxx9718, Status :Individual, Executed by: Self, Date of Execution: 29/08/2025 , Admitted by: Self, Date of Admission: 29/08/2025 ,Place : Office				

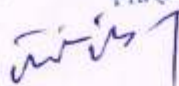
**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>SMD JOKA METRO CITY DEVELOPER PRIVATE LIMITED</b> 57/24/1, KALAGACHIA MAIN ROAD., City:- , P.O:- JOKA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX5 , PAN No.:: ABxxxxxx1P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>MINTU MISTRY (Presentant )</b> Son of SOUMEN MISTRY Date of Execution - 29/08/2025, , Admitted by: Self, Date of Admission: 29/08/2025, Place of Admission of Execution: Office	<b>Photo</b> 	<b>Finger Print</b>  Captured	<b>Signature</b> 
	Aug 29 2025 4:43PM	LTI 29/08/2025	29/08/2025	
82, HANSPUKUR, DAKSHIN PARA, KOLKATA (MC)., City:- , P.O:- JOKA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: CKxxxxxx0F, Aadhaar No: 96xxxxxxxx3894 Status : Representative, Representative of : SMD JOKA METRO CITY DEVELOPER PRIVATE LIMITED (as DIRECTOR AND AUTHORIZED SIGNATORY)				

**SMD JOKA METRO CITY DEVELOPER PRIVATE LIMITED**



**Director**

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>PREM NARAYAN KHANDLWAL</b> Son of SRI HARI VALLABH KHANDLWAL 10/16A, SIDDHINATH CHATTERJEE ROAD., City:-, P.O.- BEHALA, P.S.- Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034		 Captured	
	29/08/2025	29/08/2025	29/08/2025
Identifier Of SAURAV KHANDLWAL, MINTU MISTRY			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	SAURAV KHANDLWAL	SMD JOKA METRO CITY DEVELOPER PRIVATE LIMITED-11.6715 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	SAURAV KHANDLWAL	SMD JOKA METRO CITY DEVELOPER PRIVATE LIMITED-12500.00000000 Sq Ft

**S M D JOKA METRO CITY DEVELOPER  
 PRIVATE LIMITED**  


Director

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2025, Page from 181541 to 181584  
being No 160706962 for the year 2025.



Digitally signed by Santanu Basak  
Date: 2025.09.02 15:04:21 +05:30  
Reason: Digital Signing of Deed.

(Santanu Basak) 02/09/2025

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BEHALA  
West Bengal.

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

Director

Endorsement For Deed Number : I - 160706962 / 2025

On 29-08-2025

**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 14:00 hrs on 29-08-2025, at the Office of the A.D.S.R. BEHALA by MINTU MISTRY ..

**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 1,53,16,834/-

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

Execution is admitted on 29/08/2025 by SAURAV KHANDELWAL, Son of PREM NARAYAN KHANDELWAL, 10/16A, SIDDHINATH CHATTERJEE ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Business

Identified by PREM NARAYAN KHANDELWAL, , Son of SRI HARI VALLABH KHANDELWAL, 10/16A, SIDDHINATH CHATTERJEE ROAD,, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Others

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

Execution is admitted on 29-08-2025 by MINTU MISTRY, DIRECTOR AND AUTHORIZED SIGNATORY, SMD JOKA METRO CITY DEVELOPER PRIVATE LIMITED (Private Limited Company), 57/24/1, KALAGACHIA MAIN ROAD,, City:- , P.O:- JOKA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104

Identified by PREM NARAYAN KHANDELWAL, , Son of SRI HARI VALLABH KHANDELWAL, 10/16A, SIDDHINATH CHATTERJEE ROAD,, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 24,350.00/- ( B = Rs 23,750.00/- , E = Rs 600.00/- ) and Registration Fees paid by , by Cash Rs 0.00/-, by online = Rs 24,350/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 28/08/2025 10:01PM with Govt. Ref. No: 192025260238999898 on 28-08-2025, Amount Rs: 24,350/-,

Bank: SBI EPay ( SBlePay), Ref. No. 9769506360333 on 28-08-2025, Head of Account 0030-03-104-001-16

Online on 29/08/2025 3:38PM with Govt. Ref. No: 192025260240622198 on 29-08-2025, Amount Rs: 0/-, Bank: SBI EPay ( SBlePay), Ref. No. 6741208060825 on 29-08-2025, Head of Account

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by , by Stamp Rs 100.00/-, by online = Rs 39,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 352509, Amount: Rs.100.00/-, Date of Purchase: 08/05/2025, Vendor name: Bidyut Kr Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 28/08/2025 10:01PM with Govt. Ref. No: 192025260238999898 on 28-08-2025, Amount Rs: 9,921/-, Bank: SBI EPay ( SBlePay), Ref. No. 9769506360333 on 28-08-2025, Head of Account 0030-02-103-003-02

Online on 29/08/2025 3:38PM with Govt. Ref. No: 192025260240622198 on 29-08-2025, Amount Rs: 30,000/-, Bank: SBI EPay ( SBlePay), Ref. No. 6741208060825 on 29-08-2025, Head of Account 0030-02-103-003-02



Santanu Basak

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BEHALA

South 24-Parganas, West Bengal

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

Director

**SRI SAURAV KHANDELWAL, (PAN: BGXPK5911N, AADHAAR NO. 972010219718)**, son of Sri Prem Narayan Khandelwal, by faith-Hindu, by occupation-Business, Nationality-Indian, residing at 10/16A, Siddhinath Chatterjee Road, Post Office - Behala, Police Station - Parnasree, Kolkata, West Bengal -700034, hereinafter called and referred to as the "**OWNER**" (which term 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**.

A N D

**M/S. S M D JOKA METRO CITY DEVELOPER PRIVATE LIMITED (PAN ABPCS5141P)**, a Private Limited Company, having its registered office at 57/24/1, Kalagachia Main Road, Post Office -Joka, Police Station - Thakurpukur, Kolkata-700104, represented by its Director and Authorised Signatory **SRI MINTU MISTRY (PAN CKEPM7580E) (AADHAAR NO. 9663 5103 3894)**, son of Sri Soumen Mistry, by faith - Hindu, by occupation - Business, residing at 82, Joka Mondal Para, Hanspukur, P.O. - Joka, P.S. - Thakurpukur, Kolkata - 700 104, hereinafter called and referred to as the "**PROMOTER/DEVELOPER**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor in office, legal representatives and assigns) of the **OTHER PART**.

*all* All by Nationality - Indian

**WHEREAS** one Sambhu Charan Bhattacharjee was the Owner and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Sali land measuring 38 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 273; **ALL THAT** piece and parcel of Sali land measuring 31 decimals be the same or a little more or less, lying and situated in R.S. Dag No. 274; **ALL THAT** piece and parcel of Sali land measuring 20 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 275; and **ALL THAT** piece and parcel of Sali land measuring 42 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 276; altogether land measuring 131 decimals, all under R.S. Khatian No. 217 of Mouza - Hanspukuria, J.L. No. 20, R.S. No. 36, Pargana - Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, together with all right and easements, facilities and amenities annexed thereto and other landed property.

**AND WHEREAS** by virtue of a registered Deed of Sale in the year 1959, the said Sambhu Charan Bhattacharjee duly sold, transferred and conveyed demarcated 65.5 decimals (actual physical measurement 1 Bigha 17 Cottah 7 Chittack) from the Northern Part, being the 50% Share out of **ALL THAT** piece and parcel of Sali land measuring 38 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 273; **ALL THAT** piece and parcel of Sali land

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED  
*Mintu Mistry*

THE SECRETARY, GOVERNMENT OF INDIA, NEW DELHI  
TO THE SECRETARY, GOVERNMENT OF WEST BENGAL, CALCUTTA  
SUBJECT: [Illegible]



A. D. S. R. Behala  
29 AUG 2024  
Dist.-South 24 Pgs.

GOVERNMENT OF INDIA  
MINISTRY OF DEFENSE  
[Illegible handwritten text]

measuring 31 decimals be the same or a little more or less, lying and situated in R.S. Dag No. 274; **ALL THAT** piece and parcel of Sali land measuring 20 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 275; and **ALL THAT** piece and parcel of Sali land measuring 42 decimals, be the same or a little more or less, lying and situated in R.S. Dag No. 276; all under R.S. Khatian No. 217 of Mouza - Hanspukuria, J.L. No. 20, R.S. No. 36, Pargana - Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, together with all right and easements, facilities and amenities annexed thereto, unto and in favour of one Narendra Kumar Seal, son Late Chaitanya Charan Seal. The said Deed of Conveyance was registered at the Office of District Sub-Registrar at Behala and entered in Book No. I, Volume No. 19, Pages from 269 to 273, Being No. 1300 for the year 1959.

**AND WHEREAS** after purchasing of the aforesaid property, the said Narendra Kumar Seal was seized and possessed of the same as owner and enjoying the same without interruption from anybody else by paying Khajna and taxes to the appropriate authority.

**AND WHEREAS** by virtue of a registered Deed of Conveyance dated 14.12.1979, the said Narendra Kumar Seal through his Constituted Attorney namely Nirmal Kumar Seal sold, transferred and conveyed **ALL THAT** piece and parcel of divided and demarcated Sali land measuring 65.5 decimals (actual physical measurement 1 Bigha 17 Cottah 7 Chittack) lying and situated in R.S. Dag Nos. 273, 274, 275 and 276, under R.S. Khatian No. 217 of Mouza - Hanspukuria, J.L. No. 20, R.S. No. 36, Pargana - Magura, Police Station : Behala now Thakurpukur, within the limits of Joka II Anchal Panchayet, District: 24-Parganas, together with all right and easement, facilities and amenities annexed thereto unto and in favour of Smt. Jaya Mitra, wife of Sri Atindra Krishna Mitra. The said Deed of Conveyance was registered at the Office of District Sub-Registrar at Alipore and entered in Book No. I, Volume No. 79, Pages from 209 to 215, Being No. 5592 for the year 1979.

**AND WHEREAS** after purchasing of the aforesaid property, the said Smt. Jaya Mitra was seized and possessed of the same as owner and enjoying the same paying Khajna and outgoings to the appropriate authority.

**AND WHEREAS** the said Jaya Mitra made a passage of 18 feet wide and 252 feet long on the Southern side of the aforesaid property comprised in R.S. Dag No.273 and 274 leading from the main road to the front portion of various plots containing land measuring 6 Cottahs 5 Chittacks and executed an Agreement dated 04.05.1995 with Darshan Lal Anand Prakash and Sons Memorial Trust thereby agreed to use the said passage by both the parties and their heirs, successors, representatives and assigns.

**AND WHEREAS** by virtue of registered Deed of Sale dated 14.12.1995 the said Smt. Jaya Mitra sold, transferred and conveyed undivided 50 % share of **ALL THAT** piece and parcel of land measuring 06 Cottahs 05 Chhittacks, be the same a little more or less out of land measuring 01 Bigha, 17 Cottahs 07 Chittacks, lying and situated in R.S. Dag Nos. 273, 274, 275 and 276, under R.S. Khatian No. 217 of Mouza -

S.M.D. JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

10/11/7

Hanspukur, J.L. No. 20, R.S. No. 36, Pargana - Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, for use as a common passage unto and in favour of Darshan Lal Anand Prakash and Sons Memorial Trust, of 11, R.N. Mukherjee Road, Kolkata-700001. The said Deed of Conveyance was registered at the Office of Additional District sub-Registrar at Behala and entered in Book No. I, Volume No. 81, Pages from 109 to 118, Being No. 4609 for the year 1995.

**AND WHEREAS** after selling out the aforesaid property including common passage, the said Smt. Jaya Mitra retained and possessed **ALL THAT** piece and parcel of land measuring 01 Bigha, 11 Cottahs, 02 Chittacks including common passage.

**AND WHEREAS** by virtue of registered Deed of Sale dated 15.11.2002 the said Smt. Jaya Mitra as Vendor sold, transferred and conveyed **ALL THAT** piece and parcel of land measuring measuring 01 Bigha, 11 Cottahs 02 Chittacks, lying and situated in R.S. Dag Nos. 273, 274, 275 and 276, under R.S. Khatian No.217 corresponding to L.R. Khatian No.339 of Mouza - Hanspukuria, J.L. No. 20, R.S. No. 36, Pargana - Magura, Police Station : Behala now Thakurpukur, within the territorial limits of Joka II Anchal Panchayet, District: 24-Parganas, together with undivided 50% share of common passage attached to said plot of land containing land measuring 6 Cottahs 5 Chittacks for egress and ingress unto and in favour of Sri Prem Narayan Khandelwal. The said Deed of Conveyance was registered at the Office of District Sub-Registrar - II at Alipore and entered in Book No. I, Volume No. 136, Pages from 187 to 198, Being No. 07271 for the year 2006.

**AND WHEREAS** after such purchase, while in enjoyment of the aforesaid property as owner thereof, subsequently it was detected by said Sri Prem Narayan Khandelwal that due to inadvertence and typographical mistake "R.S. DAG Nos.273 & 274, UNDER L.R. KHATIAN No.339" was wrongly been written as "R.S. DAG Nos.273, 274, 275 & 276, UNDER R.S. KHATIAN No.217" in the said Deed dated 15<sup>th</sup> November 2022, which was duly rectified by virtue of a registered Deed of Declaration dated 20th November, 2017 registered in the Office of the District Sub-Registrar - II at Alipore and recorded in Book No.I, Volume No.1602-2017, Pages 313393 to 313411, Being No.160210479 for the year 2017.

**AND WHEREAS** after physical measurement, it appears that the due to widening the adjacent road, the land area comes to 28 (Twenty-Eight) Cottahs 4 (Four) Chittacks 37 (Thirty-Seven) squarefeet more or less together with structure standing thereon

**AND WHEREAS** the said Sri Prem Narayan Khandelwal thus became the sole and absolute Owner in respect of **ALL THAT** piece and parcel of land measuring about 28 (Twenty-Eight) Cottahs 4 (Four) Chittacks 37 (Thirty-Seven) square feet more or less together with undivided half share of the common passage measuring 6 (Six) Cottahs 5 (Five) Chittacks more or less situate and lying at Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, under R.S. Khatian No.217, appertaining to Dag Nos.273, 274, 275 & 276 and duly mutated his name with the office of the Kolkata Municipal Corporation (South

Director

S.M.D. JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

*in*

Suburban Unit) and after such mutation, the same is known and numbered as Premises No.131/2, Bakhra Hat Road, Police Station : Thakurpukur, Kolkata : 700104, under Ward No.144, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South) and paying taxes thereto.

**AND WHEREAS** while being seized and possessed the aforesaid property the said Sri Prem Narayan Khandelwal duly gifted **ALL THAT** piece and parcel of land measuring about 7 Cottahs 1 Chittacks 8 sq. ft. more or less along with 400 sq. ft. tiled shed structure in favour of his son Sri Saurav Khandelwal, by virtue of a Deed of Gift on 20<sup>th</sup> January, 2021 being registered in the office of A.D.S.R. Behala and which is recorded in Book No. I, Volume No. 1607-2021, pages 39418 to 39448 being no. 160700687 for the year 2021.

**AND WHEREAS** after obtaining the said property the said Sri Saurav Khandelwal (duly mutated his name in the records of Kolkata municipal Corporation and after such mutation, the said property is known and numbered as Premises No.131/2B, Bakhra Hat Road, Police Station : Thakurpukur, Kolkata : 700104, vide Assessee No. 711440204380 under Ward No.144, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South) and is in absolute possession and well and sufficiently entitled of the same by paying taxes thereto.

**AND WHEREAS** while in peaceful enjoyment of the said property the Owner is desirous to develop his property by a competent developer.

**AND WHEREAS** after being fully satisfied regarding the aforesaid representations made by the Owner, one said S.P. Enterprise represented by its sole proprietor - Srikanta Das approached the Owner and discussed the viability of developing a multi storied building at the aforesaid property and on the terms and conditions on which the development of the said property can be undertaken and after such discussion the said S.P. Enterprise had agreed to develop the said property in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation.

**AND WHEREAS** the said S.P. Enterprise had inspected all the papers and documents relating to the title of the Owner For carrying out such development has entered into Deed of Development Agreement togetherwith Development Power of Attorney were executed by the Owner on 25.02.2021 registered in the office of A.D.S.R. Behala and which is recorded in Book No. I, Volume No. 1607-2021, pages 118406 to 118465 being no. 160702941 for the year 2021.

**AND WHEREAS** after execution of the aforesaid Deed of Development Agreement togetherwith Development Power of Attorney the sole proprietor of the said S.P. Enterprise, namely, Srikanta Das died intestate on 22.11.2021 leaving behind him surviving his widow Smt Jhuma Das and his son one Sayandeb Das as his only legal heirs. The said Smt. Jhuma Das obtained trade license in the name of the firm as its sole proprietress after obtaining no objection and consent from her son the said Sayandeb Das, who has duly relinquished all his right, interest and claim in respect of the said firm in favour of his mother Smt. Jhuma Das.

S.M.D. JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

**AND WHEREAS** to legalize the aforesaid indentures executed by and between the Owners and the said deceased proprietor of S.P. Enterprise, the Owner herein has executed General Power of Attorney on 10.03.2022 in favour of the said firm being represented by its Proprietress Smt Jhuma Das being registered in the office of A.D.S.R. Behala and which is recorded in Book No. I, Volume No. 1607-2022, pages 133761 to 133790 being no. 160703613 for the year 2022.

**AND WHEREAS** subsequently, due to personal inconvenience the said S.P. Enterprise was unable to develop the project containing the multi storied building at the aforesaid property more fully and more particularly described in the First Schedule hereunder written and was in search of a Developer having financial capacity and knowledge to conduct the Development work in the said property and after due exploration has nominated and/or desirous to handover the said development work to a very suitable Developer who having vast knowledge and experience in the said trade or field viz. **SANGITAA CONSTRUCTION**, a Proprietorship firm, having its registered office at 309F, Ho-Chi-Minh-Sarani, "Sangitaa Residency", 1<sup>st</sup> Floor, Post Office -Sarsuna, Police Station - Sarsuna, Kolkata-700061, represented by its sole Proprietor- **SRI BAPI CHATTERJEE**, (PAN: ACHPC8691G, AADHAAR NO.4623 0733 5154), son of Sri Madhusudan Chatterjee, by faith-Hindu, by occupation-Business, Nationality-Indian, residing at 309E, Ho-Chi-Minh-Sarani, "Sangitaa Residency", Block-"B", Post Office -Sarsuna, Police Station - Sarsuna, Kolkata-700061 and accordingly to materialize the same the owner/s, SANGITAA CONSTRUCTION and S.P. Enterprise have entered into a Memorandum Of Understanding on 17.02.2023.

**AND WHEREAS** owing to the aforesaid reason the aforesaid Deed of Development Agreement togetherwith Development Power of Attorney was cancelled by virtue of an indenture, which was registered in the office of A.D.S.R. Behala and recorded in Book No. I vide Deed No. 7495 for the year 2023 and at the same time the General Power of Attorney as stated above has revoked by virtue of an indenture being registered in the office of A.D.S.R. Behala and which was recorded in Book No. IV vide Deed No. 33 for the year 2023.

**AND WHEREAS** in the mean time said Sri Saurav Khandelwal while thus seized and possessed of the same as owner got his name mutated in respect of the aforesaid property in the records of the B.L. & L.R.O., Government of West Bengal under L.R. Khatian No.9193, in L.R. Dag Nos.325, 326, 327 & 328.

**AND WHEREAS** the said Owner, was then desirous of developing the said premises by constructing thereupon a new multi storied building in accordance with the building plan to be approved and sanctioned by the Kolkata Municipal Corporation through the said suitable Promoter/Developer **SANGITAA CONSTRUCTION**, who can undertake the responsibility of construction of such building at the said premises by its own funds, arrangements and expenses.

**AND WHEREAS** thus upon negotiations between the two parties at the intervention of through S.P. Enterprise( who has been paid a sum of Rs 6,25,000/- by the said **SANGITAA CONSTRUCTION**, towards negotiation fees )as per Memorandum Of Understanding dated

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17.02.2023 ; the Owner herein, being party of the first part, have agreed to allow **SANGITAA CONSTRUCTION**, being the party of the other part, to develop the said premises, being K.M.C Premises No. 131/2A, Bakrahath Road Police Station: Thakurpukur, Kolkata-700104, within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, as a real estate project.

**AND WHEREAS** thus Sri Saurav Khandelwal, the Owner of the One Part and Sangitaa Construction, represented by its sole proprietor Sri Bapi Chatterjee the Promoter/Developer of the Other part executed an Agreement for Development of a Real Estate Project dated 14.06.2023 in respect of **ALL THAT** piece and parcel of land measuring about 7 (seven) Cottahs 1 (one) Chittacks 8 (eight) square feet, be the same or a little more or less, lying and situated in R.S. Dag Nos. 273, 274, 275 & 276 corresponding to L.R. Dag No., 325, 326, 327 & 328, under R.S. Khatian No.217 corresponding to L.R. Khatian No.9193 of Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, at and being KMC Premises No. 131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, under Assessee No. 711440204380, District : 24 Parganas (South), together with all right of easements, common facilities and amenities annexed thereto, the terms and conditions mentioned therein. The said Development Agreement was registered at the office of Additional District Sub-Registrar, Behala and entered in Book No.I, Volume No.1607-2023, Page Nos.224242 to 224288, Being No.07499 for the year 2023 (hereinafter referred to as the "**Development Agreement**").

**AND WHEREAS** in terms of the Development Agreement, Sri Saurav Khandelwal, the Owner of the One Part executed Development Power of Attorney dated 22.06.2023 in favour Sangitaa Construction, represented by its sole proprietor Sri Bapi Chatterjee the Promoter/Developer of the Other part in respect of **ALL THAT** piece and parcel of land measuring about 7 (seven) Cottahs 1 (one) Chittacks 8 (eight) square feet, be the same or a little more or less, lying and situated in R.S. Dag Nos. 273, 274, 275 & 276 corresponding to L.R. Dag No., 325, 326, 327 & 328, under R.S. Khatian No.217 corresponding to L.R. Khatian No.9193 of Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, at and being KMC Premises No. 131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, under Assessee No. 711440204380, District : 24 Parganas (South), together with all right of easements, common facilities and amenities annexed thereto, the acts, deeds and things mentioned therein. The said Development Power of Attorney was registered at the office of Additional District Sub-Registrar, Behala and entered in Book No.I, Volume No.1607-2023, Page Nos.224547 to 224571, Being No.07768 for the year 2023 (hereinafter referred to as the "**Development Power of Attorney**"). The Owner also executed a General Power of Attorney dated 22.09.2023 in favour of the Bapi Chatterjee, proprietor of Sangitaa Construction in respect of the aforesaid property. The said General Power of Attorney was registered at the office of District Sub-Registrar - II at Alipore, South 24 Parganas and entered in Book No. I, Volume No.1602-2023, Pages from 461172 to 461186, Being No.160213975 for the year 2023.

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**AND WHEREAS** the said **SANGITAA CONSTRUCTION**, in the name of the Owner got a plan sanctioned from the Kolkata Municipal Corporation, being Building Permit No. 2023160377 dated 19.11.2023 for construction of a G + IV storied building (hereinafter referred to as the "**Sanction Plan**") after demolishing the existence structure upon the aforesaid property.

**AND WHEREAS** subsequently the said **SANGITAA CONSTRUCTION**, and the owner herein duly registered a Supplementary Development Agreement being registered in the office of A.D.S.R. Behala and which is recorded in Book No. I, Volume No. 1607-2024 Pages 2837 to 2863 being No. 160700097 for the year 2024

**AND WHEREAS** on the basis of the sanction and in terms of the Development Agreement, **SANGITAA CONSTRUCTION** started construction of the building and almost completed super structure upon the aforesaid property.

**AND WHEREAS** due to prolong illness, the proprietor of **SANGITAA CONSTRUCTION**, was unable to make further construction upon the aforesaid property. Sangitaa Construction was in search of a Developer having financial capacity and knowledge to conduct the Development work upon the aforesaid property.

**AND WHEREAS** on the basis of negotiation, amongst the Owner and Sangitaa Construction, Sangitaa Construction after due exploration has nominated and/or desirous to handover the said development work to a very suitable Developer who having vast knowledge and experience in the said trade or field viz. **M/S. S M D JOKA METRO CITY DEVELOPER PRIVATE LIMITED**, a Private Limited Company, having its registered office at 57/24/1, Kalagachia Main Road, Post Office -Joka, Police Station - Thakurpukur, Kolkata-700104, represented by its Directors- (1) **SMT. SUPRIYA MISTRY**, wife of Sri Mintu Mistry, by faith - Hindu, by occupation - Business, residing at 82, Hanspukur Dakshin Para, P.O. - Joka P.S. - Thakurpukur, Kolkata -700 104 and (2) **SRI MINTU MISTRY**, son of Sri Soumen Mistry, by faith - Hindu, by occupation - Business, residing at 82, Joka Mondal Para, Hanspukur, P.O. - Joka, P.S. - Thakurpukur, Kolkata - 700 104.

**AND WHEREAS** in the premise as aforesaid, on or before execution of this Development Agreement, the owner and Sangitaa Construction executed Cancellation of Development Agreement dated 14.06.2023, Being No.07499 for the year 2023. The said Cancellation of Development Agreement was registered at the office Additional District Sub-Registrar, Behala and entered in Book No.I, Being No.6960 for the year 2025 and consequently Revocation of Development Power of Attorney was executed and registered thereby revoking the said Development Power of Attorney dated 22.06.2023. The said Revocation of Power of Attorney was registered at the office Additional District Sub-Registrar, Behala and entered in Book No.IV Being No.51 for the year 2025.

**AND WHEREAS** subsequently, the owner and the developer also executed a Revocation of General Power of Attorney which was

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registered at the office of Additional District Sub-Registrar, Behala and entered in Book No.IV Being No. 52 for the year 2025 and a Cancellation of Supplementary Development Agreement which was registered at the office of Additional District Sub-Registrar, Behala and entered in Book No.I, Being No. 6959 for the year 2025.

**AND WHEREAS** the present owner own and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring about 7 (seven) Cottahs 1 (one) Chittacks 8 (eight) square feet, be the same or a little more or less, whereupon an incomplete building standing thereon, lying and situated in R.S. Dag Nos. 273, 274, 275 & 276 corresponding to L.R. Dag No., 325, 326, 327 & 328, under R.S. Khatian No.217 corresponding to L.R. Khatian No.9193 of Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, at and being KMC Premises No. 131/2B, Bakra Hat Road, Police Station : Thakurpukur, Kolkata : 700104 within the territorial limits of the Kolkata Municipal Corporation, in its Ward No.144, under Assessee No. 711440204380, District : 24 Parganas (South), together with all right of easements, common facilities and amenities annexed thereto, which has been specifically described in **SCHEDULE-A** hereunder and hereinafter referred to as the "**said Property**".

**AND WHEREAS** being relied upon the aforesaid representation made by the Developer, the Owner has discussed the terms and conditions with the Developer for construction of a multistoried building as per plan sanctioned by the Kolkata Municipal Corporation and decided to enter into this Development Agreement incorporating the terms and conditions mentioned hereunder.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO** on the following terms and conditions :-

#### **ARTICLE-I: DEFINITIONS**

- 1.1. **OWNER:-** Shall mean **SRI SAURAV KHANDELWAL**, son of Sri Prem Narayan Khandelwal, residing at 10/16A, Siddhinath Chatterjee Road, Manton Stop, Post Office and Police Station Behala, Kolkata, West Bengal -700034, and his heirs, executor, legal representatives and assigns.
- 1.2. **PROMOTER/DEVELOPER:-** Shall mean and include **M/S. S M D JOKA METRO CITY DEVELOPER PRIVATE LIMITED**, a Private Limited Company, having its registered office at 57/24/1, Kalagachia Main Road, Post Office -Joka, Police Station - Thakurpukur, Kolkata-700104, represented by its Directors- **(1) SMT. SUPRIYA MISTRY**, wife of Sri Mintu Mistry, by faith - Hindu, by occupation - Business, residing at 82, Hanspukur Dakshin Para, P.O. - Joka P.S. - Thakurpukur, Kolkata -700 104 and **(2) SRI MINTU MISTRY**, son of Sri Soumen Mistry, by faith - Hindu, by occupation - Business, residing at 82, Joka Mondal Para, Hanspukur, P.O. - Joka, P.S. - Thakurpukur,

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Kolkata - 700 104, and includes his heirs, executors, successors, and assigns.

- 1.3. **TITLE DEEDS:** - Shall mean all the documents of title and Ownership relating to the said premises and the same shall be handed over in original by the Owner to the Developer simultaneously on execution of this Agreement. The Developer shall acknowledge to receipt of those original documents on tendering of the same.
- 1.4. **SAID PREMISES:-** Shall mean **ALL THAT** piece and parcel of land measuring about 7 Cottahs 1 Chittacks 8 sq. ft. more or less, whereupon incomplete building standing thereon, situate and lying at Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, under R.S. Khatian No.217, L.R. Khatian - 9193, appertaining to R.S. Dag Nos.273, 274, 275 & 276 L.R. Dag No., 325, 326, 327 & 328 and within the limits of the Kolkata Municipal Corporation (South Suburban Unit) at Premises No. 131/2B, Bakhra Hat Road, Police Station : Thakurpukur, Kolkata : 700104, under Ward No.144, Assessee No. 711440204380, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South),, together with right to use common passage for egress and ingress on the Southern side of the Plot including all right and easements, facilities and amenities annexed thereto, as more fully and particularly mentioned and described in the **SCHEDULE-"A"** hereunder written.
- 1.5. **BUILDING:-** Shall mean a multi storied building to be constructed upon the said premises as per sanction plan to be sanctioned by the Kolkata Municipal Corporation (the competent authority) and any further constructed area or, floors to be and as may be sanctioned by the said Corporation.
- 1.6. **OWNER'S ALLOCATION:-** In lieu of the land of the said premises, the Owner is entitled to get the following constructed area as per sanction of the Building plan in the manner as under :-
- i) **ALL THAT** Two Car Parking Spaces, being Car Parking Space Nos.1 & 2 from the South Western side on the ground floor of the proposed building;
- ii) **ALL THAT** one self contained flat, being Flat Nos.2A on **Second floor** measuring **597** square feet, built up area on the North-Western side of the Second floor of the proposed building;
- iii) **ALL THAT** one self contained flat, being Flat Nos.2B on **Second floor** measuring **596** square feet, built up area on the North-Eastern side of the Second floor of the proposed building;
- iv) **ALL THAT** one self contained flat, being Flat Nos.2D on **Second floor** measuring **664** square feet, built up area on

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the South-Eastern side of the Second floor of the proposed building;

- v) **ALL THAT** one self contained flat, being Flat Nos. **4A** on **Fourth floor** measuring **597** square feet, built up area on the North-Western side of the Fourth floor of the proposed building;
- vi) **ALL THAT** one self contained flat, being Flat Nos. **4B** on **Fourth floor** measuring **596** square feet, built up area on the North-Eastern side of the Fourth floor of the proposed building;
- vii) **ALL THAT** one self contained flat, being Flat Nos. **4C** on **Fourth floor** measuring **643** square feet, built up area on the South-Eastern side of the Fourth floor of the proposed building;
- viii) **ALL THAT** one self contained flat, being Flat Nos. **4D** on **Fourth floor** measuring **664** square feet, built up area on the South-Western side of the Fourth floor of the proposed building;

Apart from the constructed area as aforesaid, Rs 23,75,000/- (Rupees Twenty Three Lakhs Seventy Five Thousand) only would be refundable by the owner to the Developer interest free (within 6 months from the date of handing over possession of the Owner's Allocation by the Developer) or the said amount will be adjusted from the sale of Flat no. 2D out of the Owner's allocation strictly as per terms and time specified in the **Clause no 5.2** of this indenture, which the Developer is entitled and which the Owner herein confirms.

1.7 **DEVELOPER'S ALLOCATION:** - In lieu of making construction upon of the building upon the said premises the Developer is entitled to get the following constructed area as per sanction of the Building plan in the manner as under :-

- i) **ALL THAT** Two Car Parking Spaces, being Car Parking Space Nos. **3 & 4** from the South Eastern side and Two Wheeler parking from the back portion on the ground floor of the proposed building;
- ii) **ALL THAT** one self contained flat, being Flat Nos. **1A** on **First floor** measuring **597** square feet, built up area on the North-Western side of the First floor of the proposed building;
- iii) **ALL THAT** one self contained flat, being Flat Nos. **1B** on **First floor** measuring **596** square feet, built up area on the North-Eastern side of the First floor of the proposed building;
- iv) **ALL THAT** one self contained flat, being Flat Nos. **1C** on **First floor** measuring **643** square feet, built up area on the South-Eastern side of the First floor of the proposed building;

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- v) **ALL THAT** one self contained flat, being Flat Nos. **1D** on **First floor** measuring **664** square feet, built up area on the South-Western side of the First floor of the proposed building;
- vi) **ALL THAT** one self contained flat, being Flat Nos. **2C** on **Second floor** measuring **643** square feet, built up area on the South-Western side of the Second floor of the proposed building;
- vii) **ALL THAT** one self contained flat, being Flat Nos. **3A** on **Third floor** measuring **597** square feet, built up area on the North-Western side of the Third floor of the proposed building;
- viii) **ALL THAT** one self contained flat, being Flat Nos. **3B** on **Third floor** measuring **596** square feet, built up area on the North-Eastern side of the Third floor of the proposed building;
- ix) **ALL THAT** one self contained flat, being Flat Nos. **3C** on **Third floor** measuring **643** square feet, built up area on the South-Eastern side of the Third floor of the proposed building;
- x) **ALL THAT** one self contained flat, being Flat Nos. **3D** on **Third floor** measuring **664** square feet, built up area on the South-Western side of the Fourth floor of the proposed building;
- xi) **ALL THAT** one self contained flat, being Flat in **Ground floor** No **GA** measuring **592** square feet, built up area on the North West side of the Ground floor of the proposed building;, which has been mentioned in the **SCHEDULE-"C"** hereunder in this Development Agreement.

Apart from the constructed area as aforesaid, Rs 23,75,000/- (Rupees Twenty Three Lakhs Seventy Five Thousand) only would be refundable by the owner to the Developer interest free (within 6 months from the date of handing over possession of the Owner's Allocation by the Developer) or the said amount will be adjusted from the sale of Flat no. 2D out of the Owner's allocation strictly as per terms and time specified in the **Clause no 5.2** of this indenture, which the Developer is entitled and which the Owner herein confirms.

1.8. **COMMON AREAS, PORTIONS, FACILITIES & AMENITIES :**

Shall mean and include the entire land on which the proposed building is to come up , roof top, terraces, corridors, hall ways, stair case /ways, passage ways, drive ways, pumps space, accommodation for the watch and ward of community services personnel, underground water reservoir, overhead water tank, stair and stair landing on all floors, lifts, lift well, lift landing on all floors, lift lobbies, ,common entrance and exits of the building, ,water pump and motor, and all other common facilities and amenities which may be set up and established by the Developer herein at its discretion and/or as advised by the

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competent authority and as may be reasonably required and feasible for the establishment, enjoyment, maintenance and/or management of the building and land there under and such other common facilities and amenities as are in future, after the building is complete and possession handed over to the respective allottees/buyers and their association/society is formed for the maintenance of the building and premises, mutually agreed and settled between the Owner/ allottees of the various units/floors/ flats/spaces, and which have been mentioned and described in the **SCHEDULE "D"** hereunder.

- 1.9. **COMPETENT AUTHORITY:** shall mean Kolkata Municipal Corporation, Government of West Bengal having at present the authority and powers to give permission for development of the said premises and to construct building(s) thereat and thereon as per building and other related plans to be sanctioned and approved by them or such other authority or authorities as are notified by the government in future for the said purposes.
- 1.10. **SANCTION PLAN:** Shall mean the site plan, building plan, building permit, service plan, parking and circulation plan, landscape plan, layout plan and such other plans and includes structural designs, if applicable, and such other permissions, which are approved by the competent authority prior to the start of development/construction of the building at the said premises.
- 1.11. **SUPPLEMENTARY WRITING:-** Shall mean or writing wherein the shares of the Owner shall be distinctively identified by the Developer. The Possession letter shall be binding upon both the parties.
- 1.12. **APARTMENT(S):** Shall mean and include dwelling units and flats as are created/built/constructed in the proposed building by the Developer for sale, transfer and/or use for residential or commercial or business or professional or occupational purposes or for any other related and ancillary purpose as per sanction plan of the competent authority.
- 1.13. **CAR PARKING AREAS/GARAGES:** Shall mean areas/spaces whether covered, uncovered or open, as are sanctioned by the competent authority in the proposed Building for parking of two wheelers, motor cars and vehicles and for use as garages for other means of conveyances.
- 1.14. **SALEABLE SPACE:** Shall mean apartment(s) (being the dwelling and other units/floors/flats/car parking area) in the building (s), to be developed/constructed by the Developer under this development agreement and which are available for independent dwelling, residence, use, occupation and enjoyment after making due provisions for common areas and facilities and the space required for such common facilities.
- 1.15. **COMMON EXPENSES:** Shall mean and include expenses incurred for the purpose of maintaining the said premises and

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the proposed building in particular the common parts/areas as also meeting of the common expenses and matters relating to mutual rights and obligations of the Developer and the Owner herein including their nominees/assignees and also including the intending allottees of the Apartments and the common use and enjoyment thereof and which have been mentioned in the **SCHEDULE-"E"** hereunder.

- 1.16. **ARCHITECT**: Shall mean such person or persons, registered under the provisions of the Architect Act, 1972, who may be entrusted and/or appointed by the Developer for both designing and sanction of the building plan(s) on the said land and premises as aforesaid.
- 1.17. **BUILT UP AREA** : Shall mean and include the covered area of the unit/ apartment/flat and including external and internal walls, stairs and stairs landing, lift and lift well and columns, as specified in the Plan to be Sanctioned by the competent authority being the Kolkata Municipal Corporation.
- 1.18. **CARPET AREA:-** Shall mean the net usable floor area of an Apartment excluding the area covered by the external walls, under services shafts, exclusive balcony or verandah area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment(s).
- 1.19. **TRANSFEROR**: Shall mean the Owner and the Developer herein who intend to sell and transfer the apartments, out of the saleable areas being allocated to them respectively in this agreement, to the intending allottees (being the intending buyers/allottees/ purchasers/users) together with undivided proportionate share of the land and right to use the common space in the building to be built on the said premises.
- 1.20. **ALLOTTEE**: Shall mean the individual, person, firm, limited or private limited company, limited liability partnership, society, any other authorized entity or an Association of persons to whom Apartment (s)/ and/or car parking spaces in the building are and have been allotted, sold and or transferred by the Developer and/or Owner, out of their respective shares/allocations and include such persons who subsequently acquire the said allotment of apartments through sale, transfer or otherwise but shall not include a person to whom the apartment is given on rent.
- 1.21. **TRANSFER**: Shall mean with its grammatical variation and include transfer by possession and by any other means adopted for effecting what is legally termed as a transfer of any property/ apartment/ building/flat/unit/car parking or garage area to the Allottee (s) thereof in terms of Transfer of Property Act, 1882 and/or any other applicable law.
- 1.22. **NOTICE**: - Shall mean and include all notices to be served hereunder by either of the parties to the other and such notices shall deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by

registered post with acknowledgement due at the last known address of the concerned party hereto.

- 1.23. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.
- 1.24. **PARTIES** : shall collectively mean both Owner and Promoter/Developer herein in the agreement

**ARTICLE-II COMMENCEMENT**

- 2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

**ARTICLE-III: OWNER RIGHTS & REPRESENTATIONS**

- 3.1. The Owner hereto are absolutely seized and possessed of and/or well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring about 7Cottahs 1 Chittacks 8 sq. ft. more or less along with 400 sq. ft. tiled shed structure more or less standing thereon, situate and lying at Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, under R.S. Khatian No.217, L.R. Khatian -9193, appertaining to R.S. Dag Nos.273, 274, 275 & 276 L.R. Dag No., 325, 326, 327 & 328 and within the limits of the Kolkata Municipal Corporation (South Suburban Unit) at Premises No. 131/2B, Bakhra Hat Road, Police Station : Thakurpukur, Kolkata : 700104, under Ward No.144, Assessee No. 711440204380, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South),, together with right to use common passage for egress and ingress on the Southern side of the Plot including all right and easements, facilities and amenities annexed thereto.
- 3.2. Save and except the Owner herein nobody else has or have any right, title, interest, claim and demand whatsoever or howsoever in respect of and in the said premises.
- 3.3. That the said premises are free from all encumbrances, charges, liens, disputes, claims, attachments, mortgages, power of attorneys, trusts, tenancy rights, legal and court cases whatsoever or howsoever.
- 3.4. That since the day of execution of this agreement and till the completion of the proposed building and sale of all the saleable space; if any person/s claims any kind of right, title and interest in respect of the said premises, the Owner shall be fully liable for the same and pay the amount of expenses and amounts to be or may be incurred and/or paid by the Promoter/Developer towards the same.
- 3.5. The owner hereby declares that the property is free from all sorts of encumbrances since the execution of this indenture.
- 3.6. That the said premises are not subject to any notice of acquisition or requisition from any person/authority/govt.
- 3.7. That the Owner has mutated her name in the records of the B.L. & L.R.O., Government of West Bengal and Kolkata Municipal Corporation.

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**ARTICLE-IV: PROMOTER/DEVELOPER'S RIGHT**

- 4.1. The Owner herein, hereby grant exclusive rights to the Promoter/Developer to develop the said premises by way of constructing a building(s) in accordance with the building sanction plan of the competent authority with or without any amendment/change/alterations and/or modifications thereto made or caused to be made by the parties hereto.
- 4.2. That the Promoter/Developer will pay expenses for obtaining sanction of the building plan and shall bear all expenses towards plan sanction and other applicable fees, building & construction materials, labour cost, legal fees and all construction charges of the building and to complete it in all respects at its own costs or at the cost of the intending Allottee or Allottees including architect fees, charges and expenses required to be paid or deposited for the purpose of development of the said premises and the Owner shall not have any responsibility in these respects.
- 4.3. It is made clear that save and except the share of the Owner in the proposed building and non-refundable amount and refundable interest free security as mentioned in **SCHEDULE-"B"**, hereunder; all other flats/units/floors/car parking spaces/commercial spaces mentioned in **SCHEDULE-C** hereunder will be the exclusive property of the Promoter/Developer herein, and if the Promoter/Developer so desires, the same could be disposed of by the Promoter/Developer to the prospective buyer(s) at any sale consideration value or price, which the Promoter/Developer may decide at its sole discretion.
- 4.5. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Promoter/Developer or creating any right, title or interest in respect thereof to the Promoter/Developer other than exclusive rights and license to the Promoter/Developer for the purpose of development of the said premises in terms hereof and to deal with the Promoter/Developer's Allocation of the saleable area of the building.
- 4.6. The Promoter/Developer shall have right to publish and issue advertisements or put out hoardings at any place or at the site of the premises to draw the attention of the prospective buyers of the flats/units/floors/car parking spaces/ commercial spaces of the proposed building/s.
- 4.7. The Promoter/Developer shall be at liberty to obtain sanction from the Kolkata Municipal Corporation at its costs and expenses.
- 4.8. If the Promoter/Developer retain any portions of the Promoter/Developer's allocation in the proposed building in his name, the Promoter/Developer shall execute and register the Deed of Conveyance in his name on the basis of registered Power of Attorney to be executed and registered by the Owner in favour

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of the Promoter/Developer and there is no need to execute and register further Power of Attorney or the Owner will not be present personally to execute any Deed of Conveyance in favour of the Promoter/Developer or its Parties.

**ARTICLE-V: CONSIDERATION**

- 5.1. In consideration of the Agreement, the Owner has agreed to grant exclusive right of development of the said premises to the Promoter/Developer and the Promoter/Developer agrees and/or undertakes to allot the Owner's Allocation, non refundable amount and refundable security to the Owner as more fully and particularly mentioned in the **SCHEDULE-"B"** hereunder written, while the Promoter/Developer will have the allocation as per **SCHEDULE-"C"** mentioned hereunder.
- 5.2. Its it pertinent to mention herein the Owner will be entitled get the constructed area in the proposed building as mentioned in the **SCHEDULE-B** hereunder. The Developer has paid a sum of Rs.13,75,000/- (Rupees Thirteen Lakh Seventy Five Thousand only), to the previous Developer (at the request of the owner as the same was supposed to be refunded by the owner herein to the previous Developer) and a further sum of Rs 10,00,000/- (Rupees Ten Lakhs) only to the owner, the entire amount of Rs 23,75,000/- (Rupees Twenty Three Lakhs Seventy Five Thousand) only would be refundable interest free (within 6 months from the date of handing over possession of the Owner's Allocation by the Developer) or the said amount shall be adjustable from the sale of Flat no. 2D from the Owner's allocation.
- 5.3. The Promoter/Developer shall have full liberty and rights to sell its portion of the saleable area in terms of the Development Agreement to the intending allottees/ buyer/s and to receive the sale consideration/ Advance amount as per its allocation of the saleable area and as mentioned in the **SCHEDULE "C"** hereunder.
- 5.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said premises or any part thereof to the Promoter/Developer or in creating any right, title or interest in respect thereof to the Promoter/Developer save and except to commercially explore the same in terms hereof by constructing the building(s) on the said premises and to deal with the Promoter/Developer's Allocation in the building in the manner herein stated, without creating any liability, financial or otherwise, whatsoever upon the Owner.

**ARTICLE-VI: POSSESSION**

- 6.1. Simultaneously on execution of this Agreement, the Owner shall handover vacant and peaceful possession of the said premises to the Promoter/Developer along with original papers and documents of Ownership/ title relating to the said premises to the Promoter/Developer. The Promoter/Developer shall issue a Letter of Possession indicating therein that he has received

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possession of the said premises along with original papers and documents relating to ownership of the said premises.

**ARTICLE-VII: PROCEDURE**

- 7.1 Simultaneously on execution and registration of this Agreement, the Owner shall grant proper authority to the Promoter/Developer by executing and registering a Development Power of Attorney in favour of the Promoter/Developer in such format as may be required by the Promoter/Developer for the purpose of construction of the proposed building as per sanction plan of the Competent authority and for development of the said premises and for selling out the flats/units/floors/car parking spaces/ commercial spaces of its share/allocation together with undivided share of the land to the intending allottee/s through Deeds of Conveyance(s), Agreements for Sale(s) and to sign and execute all necessary papers, deeds, documents, etc. in respect of Promoter/Developer's Allocation of the saleable area only and also to represent the Owner for all purposes in connection with all appropriate and necessary works and deeds/acts before the appropriate authorities, agencies, departments etc provided however the same shall not create financial liabilities upon the Owner. The Promoter/Developer shall sale its specific flats/units/floors/car parking spaces/ commercial spaces in its allocation on the basis of the said Power of Attorney and this development agreement to the intending allottees/ buyers.
- 7.2 Apart from the said registered Power of Attorney; the Owner also do hereby undertakes that she shall execute as and when necessary all required papers, deeds, documents, plans etc. for the purpose of development of the said premises, if and as shall be necessary.
- 7.3 The Promoter/Developer shall keep Architectural building Plan and the Structural Plan in its custody.
- 7.4 The shares of the Owner shall be distinctively identified by the Developer. The Possession letter shall be binding upon both the parties.
- 7.5 Simultaneously on execution of this Development Agreement, the Owner shall also hand over original title deeds, mutation certificate, paid tax receipts and other documents relating to the title of the said premises to the Promoter/Promoter/Developer. The Promoter/Developer shall acknowledge receipt of the same. The Promoter/Developer shall handover all those and such original documents to the "Owner Association or body". After completion of the building and after the grant of completion /occupancy certificate by the competent authority.
- 7.6 The Promoter/Developer shall execute and register the Agreements for Sale(s) and Deed of Conveyance(s) in respect of its allocated portion of saleable area as mentioned in **SCHEDULE-"C"** hereunder in favour of the intending Allottee(s)/Nominee(s) as selected and fixed by the Promoter/Developer, on the basis of the said registered Power of

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- Attorney to be given and executed by the Owner as per para No.7.1 above.
- 7.7 The Promoter/Developer shall keep the original Development Agreement & Power of Attorney in its custody, while the Owner shall keep certified copy of those two documents.
- 7.8 The Promoter/Developer shall on completion of the building, put the Owner in undisputed possession of the Owner's allocation of the saleable area **TOGETHER WITH** the rights in common facilities and amenities to be enjoyed proportionately with other allottees/ buyers/Owner of flats/units/floors/car parking spaces/ commercial spaces. However, the Promoter/Developer shall hand over possession to buyers from its allocation. The Promoter/Developer shall have liberty to execute Agreements for Sale(s) and Deeds of Conveyance(s) in respect of its allocation in the proposed building.
- 7.9 That save and except allocation mentioned in the **SCHEDULES- "B" & "C"** hereunder, the common areas, facilities and amenities will be jointly possessed and enjoyed by the Owner and the Promoter/Developer and their heirs and nominees including the intending buyers/allottees/ Owner of the apartments and the Promoter/Developer shall have exclusive right to dispose of their portions in any manner whatsoever.
- 7.10 The Promoter/Developer shall be exclusively entitled to its own allocation with the right to transfer, or otherwise deal with or dispose of the same and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Promoter/Developer's allocation provided that the Promoter/Developer complies with all the terms and conditions to be observed and performed by the Promoter/Developer under these presents.
- 7.11 The Promoter/Developer being the party of the Other Part in the agreement, shall be at liberty with exclusive rights and authority to negotiate for sale of flats/units/floors/car parking spaces/ commercial spaces together with proportionate share of land (excluding the accommodation provided under Owner's allocation, as mentioned herein before), of the said proposed building on the said premises with any prospective allottees/ buyers on or before or during the course of the construction work of the said building at such sale consideration and price and on such terms and conditions as the Promoter/Developer may think fit and proper at its sole discretion. It is clearly agreed and declared by the parties herein that the consideration/sale money for such sale and transfer of Promoters allocation as aforesaid, including earnest money or initial payments or part payments thereof shall be received by the Promoter/Developer directly in its account and the Owner' herein will have no right and share and will not be entitled to any portion thereof.
- 7.12 The Promoter/Developer shall be entitled to enter into agreement(s) for sale/s in respect of Promoter/Developer's

- allocation on the basis of the registered General Power of Attorney and shall be entitled to sign all necessary papers, documents and agreements for such purpose on behalf of the Owner by virtue of the same registered Development Power of Attorney, however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner.
- 7.13 The Promoter/Developer on behalf of the Owner shall execute and register the Deed of Conveyance(s) or sale deeds in favour of the intending Allottees /buyers out of the Promoter/Developer's allocation of the saleable area of the building and also to convey the undivided proportionate share of the land of the said premises, on the strength of the registered General registered Power of Attorney, however the costs of such conveyance deeds or conveyances or sale deeds including cost of non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Allottees or Allottees or buyers thereof.

**ARTICLE-VIII: BUILDING**

- 8.1. The Promoter/Developer shall at its own costs construct, erect and complete the building at the said premises in accordance with the sanctioned plan with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and/or as may be recommended by the Architect from time to time.
- 8.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided such quality is not inferior to the standards as mentioned in the applicable Building Laws.
- 8.3. The Promoter/Developer shall install and erect in the said proposed building at the Promoter/Developer's own costs standard new water pump set with motor, septic tank, underground & overhead reservoirs, electric wiring and electrical fittings and other facilities as are required to be provided in a building having self-contained flats/units/floors/car parking spaces/ commercial spaces constructed for sale herein on Ownership basis and as mutually agreed.
- 8.4. The Promoter/Developer shall apply for and obtain quotas, entitlements and other allocations of cement, all types of steels, bricks other building materials and accessories for the construction of the building as a whole and to similarly apply for and obtain temporary and permanent connections of power, water, drainage sewerage and/or other facilities, if any, available to the new building and other inputs and facilities required for the construction of and enjoyment of the building.
- 8.5. The Promoter/Developer shall at its own costs and expenses and without creating any financial or other liability to the Owner, construct and complete the said proposed building along with its

various flats/units/floors/car parking spaces/ commercial spaces, therein in accordance with the sanction building plan.

- 8.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Promoter/Developer and the Owner will have no responsibility and/or liability in this respect to the Architect.

**ARTICLE-IX: COMMON FACILITIES**

- 9.1. The Promoter/Developer shall pay and bear all property taxes and other dues and out goings in respect of the building accruing due as and from the date of this agreement till handover of the entire building to the respective allottees.

- 9.2. As soon as the building is completed, the Promoter/Developer shall after obtaining completion/occupancy certificate from competent authority and drainage connection, give written notice to the Owner requiring the Owner to take possession of their allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any and as are levied on the building as a whole.

- 9.3. The Owner and the Promoter/Developer shall punctually and regularly pay for their respective allocations of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon by and between the Owner and the Promoter/Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either or them as the case may be consequent upon a default by Owner or the Promoter/Developer in this behalf.

- 9.4. Any transfer or any transfer of any part of the Owner's Allocation of the new building shall be subject to the other provisions hereof and the respective transferee/s or allottees shall have to be responsible in respect of the space transferred and to pay the said rates and service and maintenance charges for the common facilities in accordance with law.

- 9.5. The Owner shall not do any acts, deeds or things whereby the Promoter/Developer shall be prevented or obstructed from construction and completion of the said building, as per approved plan.

- 9.6. Both the Promoter/Developer and Owner herein shall enjoy their respective allocations/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute right of alienation, transfer, gift etc. and such

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rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

**ARTICLE-X: COMMON RESTRICTION**

The Owner's allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Promoter/Developer's allocation in the building intended for common benefits of all occupiers of the building which restrictions shall include the following:-

- 10.1. Neither party shall use or permit the use of their respective allocations in the building or any portion thereof for carrying on any obnoxious, illegal, immoral trade or activity and nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.
- 10.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 10.3. Neither party shall transfer or permit to transfer their respective allocations or any portion thereof unless :-
  - a. Such party shall have reasonably observed and performed the terms and conditions on their respective part to be observed and/or performed as per this development agreement.
  - b. The proposed transferee(s) shall have given a written undertaking to the effect that such transferee(s) shall remain bound by the terms and conditions hereof and of these presents and further that such transferee(s) shall pay all and whatsoever shall be payable in relation to the area of their respective possession.
- 10.4. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws, rules and regulations.
- 10.5. The respective allottees/buyers shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any such breach.
- 10.6. Neither party shall do or cause or permit to be done any act or thing which may render void and violate any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 10.7. No goods or other items shall be kept by either party or by the allottees for display or otherwise in the corridors or other places

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of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

- 10.8. Neither party and/or the allottees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- 10.9. Either of the parties shall permit the other's agents with or without workmen and others at all reasonable times to enter into and upon the each party's allocation for the purpose of maintenance or repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and in good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, sewer lines, electrical lines , gas and water pipes and electric wires and for any similar purpose.

**ARTICLE-XI: OWNER'S OBLIGATIONS**

- 11.1. The Owner doth hereby agree and covenant with the Promoter/Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Promoter/Developer. If any unreasonable interference or hindrance is caused by the Owner or their agents, servants, representative or impediment to such construction; the Owner will be liable for such losses and damages.
- 11.2. The Owner doth hereby covenant with the Promoter/Developer not to do any act, deed or thing whereby the Promoter/Developer may be prevented from selling, assigning and/or disposing of any of the Promoter/Developer's allocated portion in the building at the said premises in favour of the intending buyers of flats/units/floors/car parking spaces/ commercial spaces in the said building. The Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar acts at their own liability and responsibility subject to fulfillment of the Promoter/Developer's obligation to the Owner as agreed upon herein.
- 11.3. The Owner doth hereby agree and covenant with the Promoter/Developer not to let out, grant, lease mortgage, and/or charge or part with possession of the said premises or any portion thereof before date of completion of the construction without the consent in writing of the Promoter/Developer on and from the date of execution of this development Agreement.
- 11.4. The Owner herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building or apartment's therein save and except in case of any confirmed illegal acts and default of the Promoter/Developer. It is recorded herein that the completion period of the proposed building shall be within **24** months with a grace period of **6(six)** months from

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the date of approval of the project from the Real Estate Regulation Authority.

- 11.5. The Owner herein undertake not to create any kind of charges or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreement.
- 11.6. The Owner hereto without being influenced or provoked by anybody do hereby categorically undertake that, as the Promoter/Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Owner hereto, the Owner henceforth and for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney, except otherwise mentioned within this agreement and the Promoter/Developer shall be at liberty to receive any amounts from any Allottee/Allottees in its own name and to appropriate the said amounts and sale proceeds of the flats/units/floors/car parking spaces/commercial spaces of the said building with regard to its allocation at its sole discretion without having any attachment and/or share thereon of the Owner hereto. Be it recorded that the money collected by the Promoter/Developer from the allottee/allottees shall not in any way fasten the Owner with any liability nor shall it create any charge upon the said premises or any part thereof.
- 11.7. The Owner shall be liable to reimburse 42% of due tax to the B.L. & L.R.O and Kolkata Municipal Corporation (upto a limit of Rs 1,00,000/-) being paid by the Promoter on or before execution of this Agreement.
- 11.8. The "Developer" is authorized to enjoy any financial assistance against mentioned property from any person / or organization or any credit facilities from any supplier / suppliers, if any disputes arises the "Owners" shall not be liable and responsible and no claim will be entertained in connection with any liability. The Developer may obtain finance from banks or financial institutions its own risks obtain strictly by giving security of its own 58% allocation (including appurtenant land share) in the project without any entanglement of the 42% allocation of the Owners. All interest and other amounts applicable to such borrowings shall be exclusively to the account of the Developer. If required, the Owners shall cooperate with the Developer and shall provide all sorts of valid consent to the Developer and the financial institution to facilitate such transaction.
- 11.9. The Owner shall pay expenses for any rectification, correction or declaration in respect of their title, error or omissions in the related deeds and documents and to be present themselves in registration office or any other authorities.

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**ARTICLE-XII: PROMOTER/DEVELOPER'S OBLIGATIONS**

- 12.1. The Promoter/Developer doth hereby agree and covenants with the Owner to complete the construction of the building within **24** months with a grace period of **6(six)** months from the date of approval of the project from the Real Estate Regulation Authority. Time should be essence of the contract.
- 12.2. The Promoter/Developer hereby agrees and covenants with the Owner not to do any act deed or things whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any of the Owner's allocations in the building at the said premises.
- 12.3. The Promoter/Developer doth hereby agree and covenant with the Owner not to transfer and/or assign the rights and benefits of this Development Agreement in full or any portion thereof to any party or parties without the consent in writing of the Owner.
- 12.4. The Promoter/Developer hereby agrees and covenants with the Owner not to violate or contravenes any of the provisions and rules applicable to the construction of the said proposed building.
- 12.5. The Promoter/Developer hereby agrees and covenants with the Owner not to part with possession of the Owner's Allocation or any portion thereof to any third party but the Promoter/Developer may deliver or part with possession of its own allocated portion to any person and can enter into agreement(s) with party or parties for sale of any part of its allocated portion in the building to be erected upon the said premises.
- 12.6. The "Developer" is authorized to enjoy any financial assistance against mentioned property from any person / or organization or any credit facilities from any supplier / suppliers, if any disputes arises the "Owners" shall not be liable and responsible and no claim will be entertained in connection with any liability. The Developer may obtain finance from banks or financial institutions its own risks obtain strictly by giving security of its own 58% allocation (including appurtenant land share) in the project without any entanglement of the 42% allocation of the Owners. All interest and other amounts applicable to such borrowings shall be exclusively to the account of the Developer. If required, the Owners shall cooperate with the Developer and shall provide all sorts of valid consent to the Developer and the financial institution to facilitate such transaction.
- 12.7. The Promoter/Developer shall have the right to submit the building plan with all other relevant and required documents to the banks and financial institutions for their necessary prior approval of the building to enable intending buyers/ allottees of the apartments to get necessary bank/institutional loans with ease and without many hassles.
- 12.8. The Promoter/Developer shall obtain all papers and documents relating to the said premises at its cost and expenses for causing

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sanction of the building plan from the competent authority. The Owner shall have no liability or responsibility to obtain any documents for causing necessary sanction of the building plan.

- 12.9. The Promoter/Developer shall not assign this Development Agreement to any other third party without the prior written approval of the Owner.
- 12.10. The Promoter/Developer at his own cost and expenses obtained all sorts of necessary permissions from the competent authority for construction of the building.
- 12.11. Upon sanction of the building plan, the Promoter/Developer shall forward to the Owner Party's Copy of all such sanction plan.
- 12.12. In the event of any notice being received and/or legal dispute arising from the Kolkata Municipal Corporation or any statutory body due to deviating the original sanction of the Kolkata Municipal Corporation, the Promoter/Developer shall keep the Owner forever indemnified and unharmed against such notices or legal action by taking appropriate legal steps including payments of all legal charges, claims and / or all penalty charges arising thereof for all times to come as and from the date of execution of the Development Agreement.
- 12.13. In case the Owner complies with its obligation and there being default on the part of the Promoter/Developer in carrying out its obligation pertaining to construction and completion of the Building Complex within **24** months with a grace period of **6(six)** months from the date of approval of the project from the Real Estate Regulation Authority, the Developer shall be liable to pay to the Owner a sum of Rs.62,500/- (Rupees Sixty Two Thousand Five Hundred) only per month as pre-determined compensation for the period of delay till completion of all the works undertaken by the Developer in the said project including handing over of the Owner's allocation and submission of application for obtaining the Completion Certificate from the concerned authority for the entire project.
- 12.14. The Owner do hereby agree with the Promoter/Developer that if any disputes and/or litigation arise in respect of the said premises due to the Owner's fault, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation sorted out.
- 12.15. The Promoter/Developer at his own cost and expenses shall do the following:-
- To obtain sanction of the building plan from the Kolkata Municipal Corporation.
  - To make construction of the building as per sanction of the building plan.

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**ARTICLE-XIII: OWNER'S INDEMNITY**

- 13.1. The Owner hereby undertakes that the Promoter/Developer shall be entitled to the to the building(s) to be constructed on the said premises and shall enjoy its allocated space without any interference or disturbances by or on the part of the Owner provided the Promoter/Developer performs and fulfills the terms and conditions herein contained and/or in its part to be observed and performed.

**ARTICLE-XIV: PROMOTER/DEVELOPER'S INDEMNITY**

- 14.1. The Promoter/Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of act of accident or omission or commission of the Promoter/Developer in relation to the construction of the said building and the Promoter/Developer shall also be fully responsible if the construction fails down due to inferiority of the materials and other latent defects thereto.
- 14.2. The Promoter/Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Promoters' action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

**ARTICLE-XIV: MISCELLANEOUS**

- 15.1. The Owner and the Promoter/Developer have entered into this development Agreement purely as a contract on basis of this joint venture agreement and under no circumstances this shall be treated as partnership and/or Associations of persons in between the Owner and the Promoters.
- 15.2. Immediately after possession of premises is given by the Owner, the Promoter/Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.
- 15.3. The Owner and Promoter/Developer shall not be liable for any Income Tax, Goods and Service Tax, Wealth Tax or any other taxes in respect of the each other's allocation and the respective party shall be liable to make payment of the same and keep the other affected party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 15.4. The Promoter/Developer and/or its nominees/assignees and the Owner shall mutually frame scheme for the management and administration of the said building and/or common parts hereof and the Owner hereby agree to abide by all the rules and regulations to be framed by any society/ association and/or any other organization which will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations. It is made clear that the allottees/buyers/ Owner of the respective apartment(s)/ and/or car parking areas/ garages of the said building, after the handover of the possession to them by the Promoter/Developer and Owner; shall maintain the same

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- themselves and/or through an association/society to be formed for such purpose.
- 15.5. As and from the date of completion of the building; the Promoter/Developer and/or its transferees/buyers/allottees and the Owner and/or their transferees/buyers/allottees shall each be liable to pay and bear the proportionate charges on account of ground rent, wealth taxes, municipal tax, property tax and other taxes and maintenance charges payable in respect of their respective spaces/flats/apartments.
- 15.6. In the proposed building to be constructed by the Promoter, the Promoter/Developer shall provide the following specifications as more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written in the apartments/flats of the Owner share/allocation and the Promoter/Developer shall solely be responsible for any defects in the items provided. However, the specifications of the apartments and the materials and facilities to be provided in the apartments/spaces in the promoters share/allocation shall be solely decided by the Promoter/Developer .
- 15.7. The "Owner" agrees and covenants with the "Developers" that as soon as the "Owner" allocated areas will be completed as per specification , the "Developer" shall issue notice to the owners to take possession of their mentioned Allocation. The owners will take possession within 30 days of such notice.
- 15.8. The "Owner" will not interfere in the constructional work as carried by the Developer or his men and agents in any manner whatsoever under any circumstances

**ARTICLE-XVI: FORCE MAJEURE**

- 16.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations are prevented by the existence of the "**Force Majeure**" and accordingly shall be suspended from the obligations during the duration of the "**Force Majeure**".
- 16.2. "**Force Majeure**" shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any act, omission, breach or violation by such Party of any of its obligations under this Agreement but which arises from, or is attributable to Acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents, Covid-19 or any other Pandemic which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riots, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-

availability/shortage of construction material or skilled labor, any legislation, regulation, ruling or omissions (including delay or failure to grant or get any necessary permissions or sanctions for reasons outside the control of either Party) or for any orders from any authorities/ governments/courts.

**ARTICLE - XVII: PENAL CLAUSE**

- 17.1. If the Promoter/Developer fails and /or neglect to complete the construction of the said building within the time period stipulated herein (Time being considered as the essence of this contract) then the Promoter/Developer shall be liable to pay Rs.62,500/- per month compensation to Owner till the completion of the said building.

**ARTICLE-XVIII: JURISDICTION**

- 18.1. The Courts (Civil & Criminal) of Kolkata, West Bengal alone shall have the jurisdiction to entertain and determine all actions, suits, disputes and proceedings arising out of this development agreement between the parties hereto.

**THE SCHEDULE-"A" ABOVE REFERRED TO**

*(Description of the said premises)*

**ALL THAT** piece and parcel of land measuring about 7 Cottahs 1 Chittacks 8 sq. ft. <sup>each floor measuring about 2500 sq. ft.</sup> more or less along with G+ IV storied incomplete standing thereon, <sup>12 ft</sup> situate and lying at Mouza : Hanspukuria, J.L. No.20, R.S. No.36, Touzi No.15, under R.S. Khatian No.217, L.R. Khatian -9193, appertaining to R.S. Dag Nos.273, 274, 275 & 276 L.R. Dag No., 325, 326, 327 & 328 and within the limits of the Kolkata Municipal Corporation (South Suburban Unit) at Premises No. 131/2B, Bakhra Hat Road, [Road Zone : (Bachhapara Road -- Raghunathpur Road Premises Not Located On Road)], Police Station : Thakurpukur, Kolkata : 700104, under Ward No.144, Assessee No. 711440204380, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), together with right to use common passage for egress and ingress on the Southern side of the Plot including all right and easements, facilities and amenities annexed thereto, which is butted and bounded as follows :-

**ON THE NORTH** :- By Land of Chanda Mohan;

**ON THE SOUTH** :- By 23' feet wide Common passage;

**ON THE EAST** :- By Premises No.131/2A, Bakhra Hat Road;

**ON THE WEST** :- Tulika Ice Cream Pvt. Ltd.;

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**THE SCHEDULE "B" ABOVE REFERRED TO**

*(Owner's Allocation)*

In lieu of the land of the said premises, the Owner is entitled to get the following constructed area as per sanction of the Building plan in the manner as under :-

- i) **ALL THAT** Two Car Parking Spaces, being Car Parking Space Nos.1 & 2 from the South Western side on the ground floor of the proposed building;
- ii) **ALL THAT** one self contained flat, being Flat Nos.2A on **Second floor** measuring **597** square feet, built up area on the North-Western side of the Second floor of the proposed building;
- iii) **ALL THAT** one self contained flat, being Flat Nos.2B on **Second floor** measuring **596** square feet, built up area on the North-Eastern side of the Second floor of the proposed building;
- iv) **ALL THAT** one self contained flat, being Flat Nos.2D on **Second floor** measuring **664** square feet, built up area on the South-Eastern side of the Second floor of the proposed building;
- v) **ALL THAT** one self contained flat, being Flat Nos.4A on **Fourth floor** measuring **597** square feet, built up area on the North-Western side of the Fourth floor of the proposed building;
- vi) **ALL THAT** one self contained flat, being Flat Nos.4B on **Fourth floor** measuring **596** square feet, built up area on the North-Eastern side of the Fourth floor of the proposed building;
- vii) **ALL THAT** one self contained flat, being Flat Nos.4C on **Fourth floor** measuring **643** square feet, built up area on the South-Eastern side of the Fourth floor of the proposed building;
- viii) **ALL THAT** one self contained flat, being Flat Nos.4D on **Fourth floor** measuring **664** square feet, built up area on the South-Western side of the Fourth floor of the proposed building;

Apart from the constructed area as aforesaid, Rs 23,75,000/- (Rupees Twenty Three Lakhs Seventy Five Thousand) only would be refundable by the owner to the Developer interest free (within 6 months from the date of handing over possession of the Owner's Allocation by the Developer) or the said amount will be adjusted from the sale of Flat no. 2D out of the Owner's allocation strictly as per terms and time specified in the **Clause no 5.2** of this indenture, which the Developer is entitled and which the Owner herein confirms.

**THE SCHEDULE "C" ABOVE REFERRED TO**

*(Promoter/Developer's Allocation as per clause-1.7 of Article-I)*

In lieu of making construction upon of the building upon the said premises the Developer is entitled to get the following constructed area as per sanction of the Building plan in the manner as under :-

- i) **ALL THAT** Two Car Parking Spaces, being Car Parking Space Nos.3 & 4 from the South Eastern side and Two Wheeler parking from the back portion on the ground floor of the proposed building;

M. S. JORJA METRO CITY DEVELOPER  
PRIVATE LIMITED  
Director

- ii) **ALL THAT** one self contained flat, being Flat Nos. **1A** on **First floor** measuring **597** square feet, built up area on the North-Western side of the First floor of the proposed building;
- iii) **ALL THAT** one self contained flat, being Flat Nos. **1B** on **First floor** measuring **596** square feet, built up area on the North-Eastern side of the First floor of the proposed building;
- iv) **ALL THAT** one self contained flat, being Flat Nos. **1C** on **First floor** measuring **643** square feet, built up area on the South-Eastern side of the First floor of the proposed building;
- v) **ALL THAT** one self contained flat, being Flat Nos. **1D** on **First floor** measuring **664** square feet, built up area on the South-Western side of the First floor of the proposed building;
- vi) **ALL THAT** one self contained flat, being Flat Nos. **2C** on **Second floor** measuring **643** square feet, built up area on the South-Western side of the Second floor of the proposed building;
- vii) **ALL THAT** one self contained flat, being Flat Nos. **3A** on **Third floor** measuring **597** square feet, built up area on the North-Western side of the Third floor of the proposed building;
- viii) **ALL THAT** one self contained flat, being Flat Nos. **3B** on **Third floor** measuring **596** square feet, built up area on the North-Eastern side of the Third floor of the proposed building;
- ix) **ALL THAT** one self contained flat, being Flat Nos. **3C** on **Third floor** measuring **643** square feet, built up area on the South-Eastern side of the Third floor of the proposed building;
- x) **ALL THAT** one self contained flat, being Flat Nos. **3D** on **Third floor** measuring **664** square feet, built up area on the South-Western side of the Fourth floor of the proposed building;
- xi) **ALL THAT** one self contained flat, being Flat in **Ground floor** No **GA** measuring **592** square feet, built up area on the North West side of the Ground floor of the proposed building;

Apart from the constructed area as aforesaid, Rs 23,75,000/- (Rupees Twenty Three Lakhs Seventy Five Thousand) only would be refundable by the owner to the Developer interest free (within 6 months from the date of handing over possession of the Owner's Allocation by the Developer) or the said amount will be adjusted from the sale of Flat no. 2D out of the Owner's allocation strictly as per terms and time specified in the **Clause no 5.2** of this indenture, which the Developer is entitled and which the Owner herein confirms.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
(Common Areas/Portions)

1. Entrance and exits to the said property and the proposed building.

METRO CITY DEVELOPER  
PRIVATE LIMITED

Director

2. Boundary walls and main gate of the said property and proposed building.
3. Roof Top of the proposed building/s.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters, pumps & motors will be installed and 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).
6. Staircase and staircase landings, lobbies on all the floors, entrance lobby, darwan's room, if any.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said property and the said Building as are necessary for passage and user of the flats/ units in common by the co-owner.
9. Land underneath of the proposed building.
10. Lift and lift machine room.
11. Septic Tank.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
**(Common expenses)**

On completion of the building, the Owner, the Promoter/Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
- c) All charges and deposits for supplies of common utilities to the co-Owner in common;
- d) Municipal Tax, water tax and other levies in respect of the said property and the proposed Building save those separately assessed on the Purchasers;
- e) Costs of formation and operating the Association;
- f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services;

S M D JOKA MEGRO CITY DEVELOPER  
PRIVATE LIMITED

Director

- h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-owner in common;

**THE SCHEDULE "F" ABOVE REFERRED TO  
WORK SCHEDULE/SPECIFICATION (FOR EACH TENEMENT)**

**A. CONCRETE WORK:**

1. R.C.C. framed structure as per design.

**B. LIVING/DINING PASSAGE:-**

1. Floor : Vitrified Tiles
2. Walls & Ceiling : Pop/Putty Finish

**C. BED ROOMS:**

1. Bedrooms : Vitrified Tiles in Bedrooms.
2. Walls & Ceiling : Pop/Putty Finish.

**D. KITCHEN:**

1. Walls : Vitrified tiles up to 2'-0" on counter walls and wash and wash areas, balance pop/putty finish.
2. Floor : Vitrified tiles.
3. Counter : Granite Counter.
4. Fitting/Fixtures : Stainless Steel sink with reputed make fittings.

**D. BATHROOMS:**

1. Walls : Wall tiles upto door height.
2. Floor : Anti Skid tiles.
3. Sanitary Ware/Cp Fittings : reputed sanitary ware and fittings.

**E. DOORS & WINDOWS:**

1. Entrance Doors : Decorated flush doors.
2. Internal Doors : Flush Doors.
3. Windows : Sliding anodized aluminum windows.

**F. ELECRTICITY:**

Modular switches and concealed copper wiring with TV & AC points in all bed rooms and AC points in the dining/drawing area of all the flats comprised in the Owner's Allocation.

**G. LIFT:**

Reputed make lift to be installed.

**H. Exterior Paint**

**EXTRA WORK (SUBJECT TO EXRTA PAYMENT):**

1. 24 X 7 security.
2. Electricity cost CESC/WBSEDCL (individual meter).

\*\*The above extra item will be on chargeable basis.

M. D. JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

Director

**IN WITNESS WHEREOF** the **PARTIES** have put their respective signature on this the day, month and year first above written.

**SIGNED SEALED & DELIVERED**

by the **PARTIES** in the Presence of :-

**WITNESSES :-**

1. Shubhashis Mondal  
Sutabachha  
mondir Bagat

Suman Khandehal  
Signature of the **OWNER**

2 Priya Das  
Kolkata - 700104

3) Dipankar Beider  
Kalyanachia (D) Park  
Ketz 53

M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

[Signature]

Director

Signature of the **PROMOTER/DEVELOPER**

**Drafted by :**

[Signature]

Dipak Kumar Das  
Advocate  
Alipore Judges' Court,  
Kolkata - 700 027

**Computer Print by:**

[Signature]  
Sarsuna, Kol-61

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

[Signature]

Director

**MEMO OF CONSIDERATION**

**Refundable Part**

Received a sum of Rs.23,75,000/- (Rupees Twenty Three Lakh Seventy Five Thousand) only (as refundable/adjustable amount as aforesaid) from the **PROMOTER/ DEVELOPER** in terms of the Development Agreement as per Memo below:-

Particulars of the Consideration	Amount (Rs.)
RTGS/NEFT	10,00,000/-
Vide DD No 080799 drawn on SBI, IIM Campus Joka Branch dated 26-08-25	13,75,000/-

**(Rupees Twenty Three Lakh Seventy Five Thousand) only**

**WITNESS:**

1. Shubhasis Mandal
2. Priya Das
- 3) Dipankar Beichin

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED  
Director

Saurav Khandehal  
Signature of the **OWNER**

Thumb 1st finger middle finger ring finger small finger

left hand

PHOTO

right hand

Name.....

Signature.....

Thumb

1st finger middle finger ring finger small finger



left hand

right hand



Name.....

Signature Saurav Khondehal

Thumb

1st finger middle finger ring finger small finger



left hand

right hand



Name.....

Signature [Handwritten Signature]

Thumb

1st finger middle finger ring finger small finger

left hand

right hand

PHOTO

M D JOKA METRO CITY DEVELOPER PRIVATE LIMITED

[Handwritten Signature]

Director

Name.....

Signature.....



Government of West Bengal  
GRIPS 2.0 Acknowledgement Receipt  
Payment Summary



28082025202389988

GRIPS Payment Detail

GRIPS Payment ID:	28082025202389988	Payment Init. Date:	28/08/2025 22:00:55
Total Amount:	34271	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	9769506360333	BRN Date:	28/08/2025 22:01:09
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name:	Mr DIPAK KUMAR DAS
Mobile:	9831877898

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	19202526023899898	Directorate of Registration & Stamp Revenue	34271
Total			34271

IN WORDS: THIRTY FOUR THOUSAND TWO HUNDRED SEVENTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED  
Director

PAID



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



192025260238999898

GRN Details

GRN:	192025260238999898	Payment Mode:	SBI Epay
GRN Date:	28/08/2025 22:00:55	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	9769506360333	BRN Date:	28/08/2025 22:01:09
Gateway Ref ID:	252404376988	Method:	HDFC Bank - Retail NB
GRIPS Payment ID:	280820252023899988	Payment Init. Date:	28/08/2025 22:00:55
Payment Status:	Successful	Payment Ref. No:	2002428955/2/2025

[Query No/\*Query Year]

Depositor Details

Depositor's Name:	Mr DIPAK KUMAR DAS
Address:	SARSUNA KOL 61
Mobile:	9831877898
Period From (dd/mm/yyyy):	28/08/2025
Period To (dd/mm/yyyy):	28/08/2025
Payment Ref ID:	2002428955/2/2025
Dept Ref ID/DRN:	2002428955/2/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002428955/2/2025	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	2002428955/2/2025	Property Registration- Registration Fees	0030-03-104-001-16	24350
<b>Total</b>				<b>34271</b>

IN WORDS: THIRTY FOUR THOUSAND TWO HUNDRED SEVENTY ONE ONLY.

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

Director

Government of West Bengal  
GRIPS 2.0 Acknowledgement Receipt  
Payment Summary



290820252024062218

GRIPS Payment Detail

GRIPS Payment ID:	290820252024062218	Payment Init. Date:	29/08/2025 15:38:10
Total Amount:	30000	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	6741208060825	BRN Date:	29/08/2025 15:38:20
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr D K DAS  
Mobile: 9831877898

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192025260240622198	Directorate of Registration & Stamp Revenue	30000
Total			30000

IN WORDS: THIRTY THOUSAND ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

Director

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



192025260240622198

GRN Details

GRN:	192025260240622198	Payment Mode:	SBI Epay
GRN Date:	29/08/2025 15:38:10	Bank/Gateway:	SBIEpay Payment Gateway
BRN:	6741208060825	BRN Date:	29/08/2025 15:38:20
Gateway Ref ID:	524147616734	Method:	State Bank of India UPI
GRIPS Payment ID:	290820252024062218	Payment Init. Date:	29/08/2025 15:38:10
Payment Status:	Successful	Payment Ref. No:	2002428955/7/2025

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	Mr D K DAS
Address:	ALIPORE
Mobile:	9831877898
Period From (dd/mm/yyyy):	29/08/2025
Period To (dd/mm/yyyy):	29/08/2025
Payment Ref ID:	2002428955/7/2025
Dept Ref ID/DRN:	2002428955/7/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002428955/7/2025	Property Registration- Stamp duty	0030-02-103-003-02	30000
			<b>Total</b>	<b>30000</b>

IN WORDS: THIRTY THOUSAND ONLY.

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED

Director



Government of West Bengal  
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	2002428955/2025	Office where deed will be registered
Query Date	25/08/2025 9:33:34 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	DIPAK KUMAR DAS ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831877898, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 23,75,000/-]	
Set Forth value	Market Value	
Rs. 40,00,000/-	Rs. 1,53,16,834/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 40,021/- (Article:48(g))	Rs. 24,350/- (Article:E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

**Land Details :**

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bakrahat Road, Road Zone : (Bachharpara Road -- Raghunathpur Road Premises Not Located on Road) , , Premises No: 131/2B, , Ward No: 144 Pin Code : 700104

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	7 Katha 1 Chatak 8 Sq Ft	39,00,000/-	59,41,834/-	Width of Approach Road: 23 Ft.,
Grand Total :				11.6715Dec	39,00,000 /-	59,41,834 /-	

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED  
*(Signature)*  
Director

**Details :**

Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
On Land L1	12500 Sq Ft.	1,00,000/-	93,75,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 3, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 4, Area of floor : 2500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>				
<b>Total :</b>		<b>12500 sq ft</b>	<b>1,00,000 /-</b>	<b>93,75,000 /-</b>

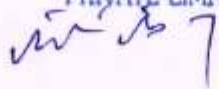
**Land Lord Details :**

SI No	Name & address	Status	Execution Admission Details :
1	SAURAV KHANDELWAL Son of PREM NARAYAN KHANDELWAL 10/16A, SIDDHINATH CHATTERJEE ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India , PAN No.:: BGxxxxxx1N, Aadhaar No: 97xxxxxxxx9718, Status : Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

**Developer Details :**

SI No	Name & address	Status	Execution Admission Details :
1	SMD JOKA METRO CITY DEVELOPER PRIVATE LIMITED 57/24/1, KALAGACHIA MAIN ROAD., City:- , P.O:- JOKA, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Date of Incorporation:XX-XX-2XX5 , PAN No.:: ABxxxxxx1P, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative	Organization	Executed by: Representative

SMD JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED



Director

**Representative Details :**

Name & Address	Representative of
MINTU MISTRY Son of SOUMEN MISTRY 82, HANSPUKUR, DAKSHIN PARA, KOLKATA (MC), City:- , P.O:- JOKA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700104 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: CKxxxxxx0F, Aadhaar No: 96xxxxxxxx3894	SMD JOKA METRO CITY DEVELOPER PRIVATE LIMITED (as DIRECTOR AND AUTHORIZED SIGNATORY)

**Identifier Details :**

Name & address
PREM NARAYAN KHANDELWAL Son of SRI HARI VALLABH KHANDELWAL 10/16A, SIDDHINATH CHATTERJEE ROAD., City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of SAURAV KHANDELWAL, MINTU MISTRY

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	SAURAV KHANDELWAL	SMD JOKA METRO CITY DEVELOPER PRIVATE LIMITED-11.6715 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	SAURAV KHANDELWAL	SMD JOKA METRO CITY DEVELOPER PRIVATE LIMITED-12500.00000000 Sq Ft

**Owner and Land or Building Details as received from KMC :**

Sch. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
L1	Assessment No. : 711440204380 Premises No. : 131/2B Ward No. : 144 Street Name : BAKRA HAT ROAD	Ref Deed No. : Date Of Registration : Office Where Registered :	Owner Name : SOURAV KHANDELWAL Owner Address : 131/2B, BAKRA HAT ROAD , PLOT- D , P.O.-JOKA,KOLKATA Pin No. : 700104	Character of Premises: Constructed Building Total Area of Land: 07 Cottah, 01 Chatak, 08 SqFeet,

**Note:**

- If the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days (i.e. upto 24-09-2025) for e-Payment. Assessed market value & Query is valid for 30 days.(i.e. upto 24-09-2025)
- Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.

S M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED



Director

AS- 3 of 4

Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required

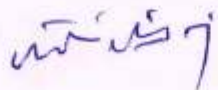
Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.

Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.

11.

This eAssessment Slip can be used for registration of respective deed in any of the following offices:  
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA

M D JOKA METRO CITY DEVELOPER  
PRIVATE LIMITED



Director

AS- 4 of 4

स्थायी सेवा संख्या

PERMANENT ACCOUNT NUMBER

AFOPK4554J



नाम NAME

PREM NARAYAN KHANDELWAL

पिता का नाम FATHER'S NAME

HARI VALLABH KHANDELWAL

जन्म तिथि DATE OF BIRTH

24-10-1958

हस्ताक्षर SIGNATURE

*Prem Narayan Khandelwal*

*[Signature]*

आयकर अधिकारी

COMMISSIONER OF INCOME-TAX, T.S. - 4



भारत सरकार  
भारत



प्रेम नारायण खंडेलवाल

Prem Narayan Khandelwal

जन्म तिथि/ DOB: 24/10/1958

पुरुष / MALE

4320 9036 3425



मेरा आधार, मेरी पहचान



आधार

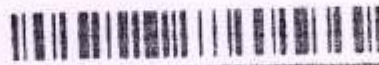
भारत सरकार  
भारत  
पहचान प्राधिकरण  
AUTHORITY OF INDIA

पता:

आत्मज: हरी बल्लभ खंडेलवाल,  
10/16ए, सिद्धिनाथ चचेर्जी रोड,  
मंटो स्टॉप, बेहाला, बेहाला,  
कोल्कता,  
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Behala Kolkata,  
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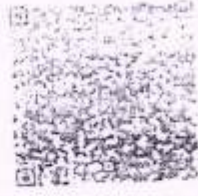
सौरव खंडेलवाल

Saurav Khandaiwal

जन्म तिथि/ DOB: 24/02/1992

पुरुष / MALE

9720 1021 9718



मेरा आधार, मेरी पहचान



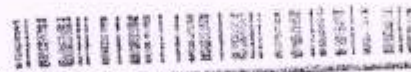
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भारत गणराज्य OF INDIA

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पता:

आत्मज: प्रेम नारायण खंडेलवाल,  
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मंटो स्टॉप, बेहाला, बेहाला,  
कोल्कता,  
वेस्ट बंगाल - 700034

S/O: Prem Narayan  
Khandaiwal, 10/16A  
Siddhinath Charterjee Road,  
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Kolkata,  
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INCOME TAX DEPARTMENT  
SAURAV KHANDLWAL



भारत सरकार  
GOVT. OF INDIA

PREM NARAYAN KHANDLWAL

24/02/1991

Permanent Account Number  
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Saurav  
Khandlwal

Signature



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Baner, Pune - 411 045.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: paninfo@nsdl.co.in



ভারত সরকার  
Government of India



মিন্টু মিস্ট্রী  
Mintu Mistry  
পিতা : সৌমেন মিস্ট্রী  
Father : Soumen Mistry

জন্ম তারিখ/DOB: 14/10/1978  
পুলক / Male



9663 5103 3894

আধার - সাধারণ মানুষের অধিকার



উদ্দেশ্য: হানসপুকুর দক্ষিণ পাড়  
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পশ্চিম বঙ্গ

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संलग्नक  
**SHYAM MISTRY**

प्रधान सेवा संख्या संलग्नक  
**SOURIN MISTRY**

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14/10/1970

*[Signature]*  
14/10/1970

*[Handwritten signature]*



ভারত সরকার

GOVERNMENT OF INDIA



সুপ্রিয়া মিস্ত্রী

Supriya Mistry

পিতা : সুকুমার পণ্ডে

Father : Sukumar Poral

জন্মতারিখ/DOB: 24/09/1988

শহিদা / Female

2396 9553 7551



আধার - সাধারণ মানুষের অধিকার



ঠিকানা: , হাঁসপুকুর দক্ষিণ পাড়া  
কোলকাতা (এম সি); জোকা, কোলকাতা  
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स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

DPFPM3738J

नाम/Name  
SUPRIYA MISTRY

पिता का नाम /Father's Name  
SUKUMAR PORAL

जन्म की तारीख /Date of Birth  
24/09/1988

*Supriya Mistry*  
हस्ताक्षर /Signature



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मुंबई-400 025