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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AH 306305

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

[Signature]
District Sub-Register-II
Alipore, South 24-Parganas

12 AUG 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 12 day of August in the year Two Thousand Twenty Two (2022) A.D.

42952

S. Dhar A/W

No.	
APD.	
By	<i>[Signature]</i>
- 8 JUN 2022	
SURANJAN SARKERJEE	
Licensing Officer, Registrar	
C. C. Land	
28, B. K. S. Road, P. O. 1	

[Handwritten signature]

. 8 JUN 2022

. 8 JUN 2022

Identified by me:-
 Subhotosh Ghosh A/W
 S/o G. Papen W. Dhar
 48, D. N. Ghosh Road
 P.S. Kanchipur
 No. Kanchi. 700025



District Sub Registrar-II
Alipura, South 24 Parganas
12 JUN 2022

BY AND BETWEEN

SRI GAUTAM MUKHERJEE (PAN : AIKPM1331J) (AADHAR NO. 3528 5192 1905) son of Late Sukumar Mukherjee, by Nationality : Indian, by Faith : Hindu, by Occupation - Service, residing at P-45, Raja S. C. Mullick Road, Roypur Govt. Scheme, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700084, District : South 24 Parganas, hereinafter called and referred to as the **OWNER / LANDLORD** (Which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

M/s. S B D MERCANTILE PRIVATE LIMITED (PAN : AAJCS2989N) a company incorporated under the Companies Act, 1956, having its registered Office at P-46 Raipur - II City, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700084, District : South 24 Parganas, represented by its Director **SRI. SHYAMAL CHATTERJEE (PAN : ACUPC2854Q) (AADHAR NO. 9881 3541 1721)** son of Late Jagattaran Chatterjee, by Nationality : Indian, by Faith: Hindu, by Occupation - Business, are residing at P-46, Raipur - II City, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700084, District : South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER**", (which expression shall unless excluded by or repugnant to the context or subject to be deemed to mean and include its successors-in-office, successors-in-interest, legal representatives, executors, administrators, and assigns) of the **OTHER PART**.

WHEREAS, after the partition of India a large number of residents of former East Pakistan crossed and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control. The Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal.

AND WHEREAS, a considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes and Smt. Aloka Mukherjee was one of such persons who had come to use and occupy all that piece and parcel of homestead land measuring an area 04 Cottahs 00 Chittaks 00 Sq.fts., more or less in E.P. No. 45, in C.S. Plot No. 1264 (P), in Mouza : Raipur, J.L. No. 33, P.S. Jadavpur, District : South 24 Parganas.

AND WHEREAS, said Smt. Aloka Mukherjee being a refugee displaced from East Pakistan (Now People's Republic of Bangladesh) approached The Government of West Bengal for a plot of land for her rehabilitation.

AND WHEREAS, the Government of West Bengal with the intent to rehabilitate the refugees from East Pakistan (Now People's Republic of Bangladesh) acquired land in C.S. Dag No. 1264(P). Mouza : Raipur, J.L. No. 33, within the jurisdiction of Police Station Jadavpur, in the District of South 24 Parganas in the urban area under the provisions of LDF Act, 1948 / L.A. Act I of 1894 including the plot in occupation of Smt. Aloka Mukherjee.

AND WHEREAS, on 18th Day of July, 1989, the Governor of the State of West Bengal as Donor gifted all that piece and parcel of homestead land measuring an area 04 Cottahs 00 Chittaks 00 Sq.fts., more or less in E.P. No. 45, in C.S. Plot No. 1264 (P), in Mouza : Raipur, J.L. No. 33, P.S. Jadavpur, District : South 24 Parganas, to Smt. Aloka Mukherjee the Donee therein by a registered Gift Deed and said the Gift Deed duly registered at Additional District Registrar at Alipore South 24 Parganas and recorded in Book No. I, Volume No. 5, Pages : 457 to 460, Being No. 540, for the Year 1984.

AND WHEREAS, by virtue of the aforesaid Gift Deed No. 540 for the Year 1984 said Smt. Aloka Mukherjee became the absolute owner of all that piece and parcel of homestead land measuring an area 04 Cottahs 00 Chittaks 00 Sq.fts., more or less in E.P. No. 45, in C.S. Plot No. 1264 (P), in Mouza : Raipur, J.L. No. 33, P.S. Jadavpur, District : South 24 Parganas.

AND WHEREAS, said Smt. Aloka Mukherjee duly recorded her name in the records of Calcutta Municipal Corporation now known as Kolkata Municipal Corporation and the said property was numbered as premises No. 37, Roypur and was assessed under the Assessee No. 311012200370. The premises was also allotted a separate mailing address by the postal department being known as P-45, Roypur, Kolkata - 700084.

AND WHEREAS, Smt. Aloka Mukherjee the owner / vendor herein of the First Part in the year 1991 duly constructed a Two Storied Residential Building measuring built up area 1264 on the Ground Floor and measuring an area 902 Sq.fts., more or less on the First Floor along with Asbestos Shed Garage measuring an area 245 Sq.fts., standing over the Homestead land measuring an area 04 Cottahs 00 Chittaks 00 Sq.fts., more or less comprised under E.P. No. 45, in C.S. Plot No. 1264 (P), in Mouza : Raipur, J.L. No. 33, which is lying and situated at premises no. 37, Roypur having postal address P-45, Roypur within the limits of Kolkata Municipal Corporation Ward No. 101, Assessee No. 311012200370, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700 084 District : South 24 Parganas which is morefully and particularly mentioned in the **Schedule "A"** hereunder written

AND WHEREAS, on 31.12.2012 said Smt. Aloka Mukherjee executed a Gift Deed and bequeathed all her right, title, interest in respect of all that piece and parcel of Two Storied Residential Building measuring built up area 1264 on the Ground Floor and measuring an area 902 Sq.fts., more or less on the First Floor along with Asbestos Shed Garage measuring an area 245 Sq.fts., standing over the Homestead land measuring an area 04 Cottahs 00 Chittaks 00 Sq.fts., more or less comprised under E.P. No. 45, in C.S. Plot No. 1264 (P), in Mouza : Raipur, J.L. No. 33, which is lying and situated at premises no. 37, Roypur, having postal address P-45, Roypur, within the limits of Kolkata Municipal Corporation Ward No. 101, Assessee No. 311012200370, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700 084 District : South 24 Parganas which is morefully and particularly mentioned in the **Schedule "A"** hereunder written in favour of her son, namely Sri. Gautam Mukherjee and the Gift Deed was duly registered in the Office of Addl. Registrar

of Assurances - I, Kolkata and recorded in Book No. I, Volume No. 1, Pages : 131 to 142, Being No. 00006, for the Year 2013.

AND WHEREAS, by virtue of the aforesaid Gift Deed No. 00006 of 2013 said Sri. Gautam Mukherjee became the absolute owner of all that piece and parcel of Two Storied Residential Building measuring built up area 1264 on the Ground Floor and measuring an area 902 Sq.fts., more or less on the First Floor along with Asbestos Shed Garage measuring an area 245 Sq.fts., standing over the Homestead land measuring an 04 Cottahs 00 Chittaks 00 Sq.fts., more or less comprised under E.P. No. 45, in C.S. Plot No. 1264 (P), in Mouza : Raipur, J.L. No. 33, which is lying and situated at premises no. 37, Roypur, having postal address P-45, Roypur, within the limits of Kolkata Municipal Corporation Ward No. 101, Assessee No. 311012200370, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700 084 District : South 24 Parganas which is morefully and particularly mentioned in the **Schedule "A"** hereunder written.

AND WHEREAS, said Sri. Gautam Mukherjee duly mutated his name in the records Kolkata Municipal Corporation in respect of his landed property which is lying and situated at premises no. 37, Roypur, and the said property was assessed under Assessee No. 311012200370 and it is pertinent to mention herein that Sri. Gautam Mukherjee the Owner / Land Lord herein of the First Part had inducted some tenant on Ground Floor of the Building.

AND WHEREAS, said Sri. Gautam Mukherjee the Owner / Land Lord herein of the First Part absolutely seized and possessed the aforesaid property express his desires to redevelop his property i.e., Two Storied Residential Building measuring built up area 1264 on the Ground Floor and measuring an area 902 Sq.fts., more or less on the First Floor along with Asbestos Shed Garage measuring an area 245 Sq.fts., standing over the Homestead land measuring an 04 Cottahs 00 Chittaks 00 Sq.fts., more or less comprised under E.P. No. 45, in C.S. Plot No. 1264 (P), in Mouza : Raipur, J.L. No. 33, which is lying and situated at premises no. 37, Roypur, having postal address P-45, Roypur, within the limits of Kolkata Municipal Corporation Ward No. 101, Assessee No. 311012200370, P.O. Garia, P.S. Patuli

previously Jadavpur, Kolkata - 700 084 District : South 24 Parganas which is morefully and particularly mentioned in the Schedule "A" hereunder written along with tenants by raising a suitable residential straight Ground Plus Three Storied building thereon after demolishing the existing structure therein with the help of an experienced Developer / Builder as the owners herein of the First Part due to his deficiency of fund as well as considering his other inconveniences were unable to fulfill his desires.

AND WHEREAS, said M/S. SBD Mercantile Private Limited, a company incorporated under the Companies Act, 1956, having its registered Office at P-46, Raipur - II City, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700084, District : South 24 Parganas, the Developer herein of the Other Part conveyed its intention through its director, to develop the property which is morefully and particularly mentioned in the Schedule "A" hereunder written by raising a suitable Ground + Three Storied Building thereon after demolishing the existing structure as the firm expertise in construction of residential Building.

AND WHEREAS, the Owner expressed his desire to develop the said property and the Developer agrees to develop the said property on behalf of the owner and to construct a Ground + Three Storied Building.

AND WHEREAS, the Owner assured the Developer that the said property which is morefully and particularly mentioned in the Schedule "A" hereunder written is free from all encumbrances, charges, lines, lispens, attachments, trusts whatsoever or howsoever save and except that Owners are in exclusive possession of the said property.

AND WHEREAS, The OWNER /VENDOR herein of the first part duly states that the said Schedule "A" property or any and every part thereof is not attached in any processing including certificate proceeding started by or at the instance of Income Tax, Wealth Tax, or Gift Tax Authorities or departments or under the provision of the public demand recovery Act or otherwise and that no certificate has been filed in the office of Certificate Officer under the provision of Public

Demand Recovery Act and no steps taken in execution of any certificate at the instance of the Income Tax and/or Wealth Tax and/or Estate Duty authorities and that no notice issued under the Public Demand Recovery Act, has been served upon the owner/vendor of the first part or any such notice has been published in respect of the Schedule "A" mentioned property herein below and furthermore no case has been filed or is / are pending before any court of law in connection with the said Schedule "A" mention property herein below either in the past or in the present or in any manner whatsoever

AND WHEREAS it has been inter - alia agreed, that the developer shall be exclusively entitled to develop the said property by constructing building on the basis of the Building Sanction Plan to be issued by the Kolkata Municipal Corporation.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Developer shall construct and complete a Ground + Three Storied Building or as per the Building Sanction Plan, on the said property in terms and conditions of this Agreement after demolishing of the existing Structure and the expense to demolition of the property will be paid by the Developer and the fixtures and materials of the said demolished house will be sold / liquidated by the Developer.
2. The Developer shall be exclusively entitled to develop the said property by constructing a Ground + Three Storied Building .

OWNERS' ALLOCATION

3. The Owner shall get the, Constructed Area of the proposed building together with common areas and facilities and together with proportionate

share in the land morefully described in Schedule "B" below and a sum of Rs. 4,00,000/- (Rupees Four Lakhs only) as non refundable security deposit.

DEVELOPER'S ALLOCATION

4. The Developer shall get the constructed Area of the proposed building together with common areas and facilities and together with proportionate share in the land morefully described in Schedule "C" below.

DEVELOPER'S RESPONSIBILITY

5. The construction of the building has to be completed by the Developer/ Promoter within 30 (Thirty) months from the date of handing of the complete vacant possession of the property or from the date of Sanction of Building Plan of the property which is morefully and particularly mentioned in the Schedule "A" hereunder written, whichever is later. Be it be noted that the Developer herein of other Part shall deposit the Building Plan to the competent authority within 02 (Two) months from the date of execution of this Agreement, subject to the availability of NOC from tenants.
6. That the entire construction work shall be done with best materials and fittings as specified hereunder.
7. The Developer shall pay Shifting charges amounting to Rs. 9,000/- per month to the owner for the period till the owner been handed over, his allocation by the Developer as stated in the Schedule "B".
8. That the freight charges for shifting (Packers and Movers) from the Schedule premise to the Shifting place will be arranged and borne by the Developer.

9. During construction of development work the Developer/Promoter shall not engage or take another Promoter in the project to help the firm in the development work nor shall handover to another promoter the project without consent of the Owner in writing.
10. The Developer/Promoter shall first handover possession of the Schedule "B" mentioned allocation of the new building to the owner, before giving possession or registration of sale deeds to the prospective buyers in respect of its allocation mentioned in the schedule "C" below in the newly constructed building.
11. After sale of Developer's allocation if Income Tax Department demand any tax for the money transaction the responsibility of payment of such tax shall be borne by the Developer and the prospective purchaser/s of the Developer's Allocation.
12. Application for sanction of the Building Plan/s from KMC will be made in the name of the owner. The Developer (As the agent of the owner but at its own costs and responsibility) shall, on and within a maximum of 3 to 4 months, obtain from the Planning Authorities, sanction of the Building Plan. In this regard it is clarified that (i) full potential of FAR of the said property shall be utilized for construction of the Projects, (2) the Developer shall be responsible for obtaining all sanction, permissions, clearances and approvals need for the Project (including final Sanction of the Building Plans and Completion Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer. However, the Developer shall have to obtain sanction of the Building Plan on and within 3 to 4 months from the date of execution and registration of this Development Agreement.

13. The Developer Until the completion of the construction of the new building and / or buildings at the said property shall hold the possession of the aforesaid property on behalf of the owner.
14. The Developer shall pay bear and discharge all the rates taxes levies in respect of its allocation at the said property, as mentioned herein after getting the plan sanctioned with regards to the aforesaid property.
15. The Developer undertakes that during construction if any litigation arises between the Developer and the intending purchaser/s in respect of the Developer's Allocation in the proposed projects, the same shall be met up at the costs and expenses of the Developer only. The owner shall never be liable by any means.
16. Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
17. That the Developer herein shall pay the Municipal taxes on account of property tax, drainage and development fees, tube - well fees if any in relevance to the aforesaid property as after receiving the vacant peaceful and khas possession from the owner and the Developer shall continue paying these taxes till the handing over of the Owner's allocation after which the owner and / or his nominee / nominees shall pay such taxes and fees thereon
18. During construction if any accident occurs the Developer shall have to face the entire consequences thereof and pay the necessary penalty to such person(s) as and when necessary. The owner shall never be liable for any financial liability thereof and the same shall be taken up by the Developer only.

19. During construction the developer shall appoint so many professional men for the construction of the proposed projects and purchase different type of materials for the requirement of the project from different persons, the Developer shall have full responsibility to meet up such expenditures and payments to the supplier time to time. Entire construction cost shall be borne by the Developer only. The owner shall never be liable to make any payment in connection with project in question.
20. The Developer hereby undertakes to keep the owner indemnified and assures to take all the responsibility and mitigate against all third - party claims and actions arising out of any sort of act or omission of the Developer which shall comprises of local disturbances, issues such as neighbourhood clubs, local authorities / police etc. in or relating during the construction of the said building.
21. This agreement shall be binding on the parties hereto and their respective and assigns

OWNER'S RESPONSIBILITY/RIGHTS

22. The Owners shall supply to the Developer / Promoter all necessary papers in original and affidavits, undertakings, agreements, deeds, declarations, petitions etc. which may be required for the purpose of construction, completion and commercial exploitation of the said premises.
23. After the execution of the present Development Agreement, the Original Title Deeds i.e., Original Gift Deed No. 00540 of 1984; Original Gift Deed No. 0006 for the Year 2013, Original Mutation Certificate & Original Latest Tax Receipts are to be handed over to the Developer by the Owner. AND All the above original documents will be returned back to the owner after

completion of Sale of the Flats and Garage Spaces which falls in the Developer's Allocation

24. For effectively carrying out the terms of the agreement and to do other needful acts the owners shall execute and registered a Power of Attorney in favour of the Promoter / Developer.
25. Until completion of the new building the Developer shall continue to pay Tax of the building to the Kolkata Municipal Corporation.
26. The First Party/Owner shall not Transfer assign, gift, mortgage or lease out the property to be developed.
27. If there is any previous liability of the owners before execution of this agreement regarding the schedule premises to any person or Company / Firm whatsoever of any nature the owner shall be liable and he shall be held responsible regarding the said liability and to clear up or pay there is any dues.
28. The First Party shall not engage any other Promoter during the subsistence of this Agreement.
29. After the building has been fully constructed the Owners shall pay tax of the New Building to the extent of their share and the Developer shall pay tax to the extent of its share.

JOINT RESPONSIBILITIES OF OWNER AND DEVELOPER

30. If any delay in constructions is caused not due to default of the Developer/ Promoter but due to other unavoidable circumstances, the time limit may be extended mutually in a written form by the parties.

31. Both the Owners and the Developer/ Promoter shall abide by the terms and conditions strictly as laid down in this agreement.

OTHER MISCELLANEOUS TERMS

32. After all the flats in the newly constructed building have been sold to different purchasers by the Owner and the Developer, the respective flat Owners shall continue to pay Proportionate taxes to the Kolkata Municipal Corporation and other authorities in respect of his respective flats. He shall also mutate his names in respect of his respective flats in the assessment register of Kolkata Municipal Corporation and shall continue to pay tax accordingly.
33. As aforesaid the roof of the newly constructed building shall be jointly owned and possessed by the Owner and Developer.
34. If construction work is in any way halted at the default or negligence of any of the parties, then the defaulting party shall have to pay such compensation to the other party and also shall have to indemnify the other party for any loss or damages as would be determined on the value of total construction work that would stand on the day when such construction work is halted.
35. If the construction work is stopped owing to any incidents for which neither of the parties shall remain responsible then the parties shall jointly and amicably settle the matter to facilitate smooth completion of the construction work.
36. Political, Local, neighbours or other entity , caused to hurdles of the work or any means of delay, shall be compensate by the developer in liquid form amicably between both the parties.

SETTLEMENT OF DISPUTES

If any dispute arises between the parties, they will first of all try to settle the matter between themselves amicably, failing such settlement they can resort for legal action against each other.

THE COMMON AREAS OR PORTIONS WHICH WILL REMAIN COMMON BETWEEN THE OWNERS / FIRST PARTIES AND DEVELOPER/PROMOTER/SECOND PART:

1. The water tank (2000 Litre) and reservoir to be situated in the newly constructed building.
2. The paths, passages, driveways and main entrances to the newly constructed building and premises.
3. The staircase, staircases landing and or mid-landings on all floors.
4. The four sides of newly constructed building which shall remain vacant after construction.
5. The boundary walls and the main gates of the newly constructed building.
6. Main drainage lines and sewerage and all pipes and other installations for the same in the newly constructed building except only those as are installed within the exclusive area of any unit and / or exclusively for its use.
7. Deep Tube Well and/or Corporation tap water and its installation in the newly constructed building. Operation of the water Pump, by all the flat owners shall be hassle free thus the system has to be executed accordingly

8. Water pumps, water pump rooms, water reservoir, water tanks and all common plumbing installations for carriage of water (save only those are exclusively within and for use of any unit) in and / or to and / or in respect of the newly constructed building.
9. Such other common parts, areas, equipments, installations, fittings fixtures and spaces in or about the newly constructed buildings as are necessary for the passage to and / or user of the units in common by Co - Owners.

EXPENSES TO BE INCURRED BY THE OWNER AND THE DEVELOPER :-

1. All cost of maintenance, operating, replacing repairing, white washing, painting, decorating, re-decorating, re-building, reconstructing, in the newly constructed building shall be incurred by and between the parties of their respective allocation.
2. The parties shall bear the expenses incurred for lighting of the common areas and portions of their respective allocation.
3. The salary of all persons employed for common purposes and to maintain common portions in heat, clear and hygienic conditions shall be incurred by both parties to the extent of their respective allocation.
4. All the cash and deposits for supplies of common utilities to the Co-Owners in common.
5. Municipal Tax, water tax and other lines in respect of the premises and the newly constructed building (save through separately assessed) shall be born by the parties for their respective allocation.
6. Costs of formation and operation of Association shall be borne by both parties for their respective shares.

7. Electricity charge for electrical energy that will be consumed for the operation of the common service shall be borne by both the parties for their respective shares.
8. All expenses incurred for the common purpose and relating to common usage and enjoyment by the common portions shall be borne by both the parties for their respective shares.
9. All other expenses and periodical expenses for maintaining, repairing, renovating, painting common areas shall be borne by both parties for their respective shares.

COMMON RESTRICTION APPLICATION TO THE OWNER / FIRST PARTY AND DEVELOPER / OTHER PARTY :-

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

1. Neither party shall use or be permitted to use the respective allocation in the building or any portion there for carrying on any purpose which may cause any nuisance or hazard to the other occupiers of the newly constructed building.
2. No goods or other items shall be left or kept by either party for display or otherwise in the passages, stair case or at other open places of common use and enjoyment of 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 and enjoyment in the building.
3. Neither party shall throw or let any dirt, rubbish waste or refuse accumulate or permit the same to be thrown or accumulated in or about the

building in the compounds, corridors or any other portion or portions of the building.

OWNERS' OBLIGATIONS

The Owner do hereby agrees and Covenants with the Developer not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof till completion of the building.

DEVELOPER'S OBLIGATIONS

The Developer hereby agrees and covenants with the owners to complete the construction of the building within 30 (Thirty) months from the date of handing of the complete vacant possession of the property or from the date of Sanction of Building Plan of the property which is morefully and particularly mentioned in the Schedule "A" hereunder written, whichever is later.

The Developer hereby agrees not to part with possession of the Developer's allocation or any portion thereof until possession of the Owners' allocation is delivered to the owners provided however it will not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's allocation.

DEFINITION

1. **OWNER** : Shall always mean the First Party namely **SRI GAUTAM MUKHERJEE** son of Late Sukumar Mukherjee, residing at P-45, Raja S. C. Mullick Road, Roypur Govt. Scheme, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700084, District : South 24 Parganas.
2. **DEVELOPER** : Shall mean **M/s. S B D MERCANTILE PRIVATE LIMITED** a company incorporated under the Companies Act, 1956, having its registered Office at P-46, Raipur - II City, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700084, District : South

24 Parganas, represented by its Director SRI. SHYAMAL CHATTERJEE son of Late Jagattaran Chatterjee, are residing at P-46, Raipur - II City, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700084, District : South 24 Parganas.

3. **PROPERTY** : Shall mean all that piece and parcel Two Storied Residential Building measuring built up area 1264 on the Ground Floor and measuring an area 902 Sq.fts., more or less on the First Floor along with Asbestos Shed Garage measuring an area 245 Sq.fts., standing over the Homestead land measuring an 04 Cottahs 00 Chittaks 00 Sq.fts., more or less comprised under E.P. No. 45, in C.S. Plot No. 1264 (P), in Mouza : Raipur, J.L. No. 33, which is lying and situated at premises no. 37, Roypur, having postal address P-45, Roypur, within the limits of Kolkata Municipal Corporation Ward No. 101, Assessee No. 311012200370, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700 084, District : South 24 Parganas, which is morefully and particularly mentioned in the Schedule "A" hereunder written

4. **BUILDING** : Shall mean structure or super structure intended to be constructed on the said property and shall include all meter room, pump room, reservoir open / covered spaces intended for the enjoyment of the occupants of the said building including all its easements, appurtenances and appendages.

5. **COMMON FACILITIES** : Shall include all passage, ways, stairways, corridors, lobbies, shafts, gates, rainwater pipes, sewerage and drainage pipe lines, underground sewer fittings, fixtures, manhole, pits, roof, terrace, water connection and pipe lines, overhead and underground reservoirs, pipe lines, meter pumps, fences and boundary wall, courtyard, electric connection, lift and supply and electrical supply to common areas and fittings, fixtures,

entire exterior walls, boundary walls, garbage vat, common driveways and other facilities whatsoever required for the establishment of location, enjoyment, provision, maintenance and management of the affairs of the said building in the said Holding /Premises.

6. **AREA:** Shall mean and include the built-up constructed area in the said property but shall include the terrace above the top floor.
7. **THE SUPER BUILT-UP AREA OF AN UNIT:** shall mean built up area of the unit together with its proportionate share of the stair cases, landings and passages with proportionate share in the common facilities and advantages as well as proportionate undivided share or interest in the land underneath the structure.

GENERAL SPECIFICATION OF CONSTRUCTION

- General** : Building designed on R.C.C. frame by I.S.I. or equivalent to Steel (TMT Bar).
- INTERIOR WALL** : Brick wall covered with Plaster of Parish over cement plastering.
- FLOORING** : Vitrified Tiles (2'X2') of best quality. Only total floor. Stair area should be Marble other floor will be vitrified 1'-6" X 1'-6" of best quality.
- KITCHEN** : Two work top in black granite and regular coloured ceramic glazed tiles upto Intel height, stainless steel sink, with point for kitchen chimney.

BATHROOM / TOILET

AND SANITARY WORKS : Sanitary works should be executive quality, Wall dados of regular colour ceramic glazed tiles upto lintel height, with sanitary fitting of original ISI quality Collection, which will include parryware commode with ceramic cistern and hand shower, wash basin with hot / cold mixer and geyser points, similarly bath shower fitting both over head, toilet floor with anti - skid tiles of best quality and provision of exhaust fan.

EXTERIOR : Outer painting with weather coat of reputed Paint company

DOOR : All wooden, Green Ply flush door (Except toilet) with view finder in the main entrance door with Godrej Locks of best quality with Steel hatch bolt. Toilet with fiber door.

WINDOWS : Anodized aluminum sliding windows with best quality rollers and tinted glass and MS grill of 12 X 12 mm Square Bar. All grills / iron gate to have running welding

WATER SUPPLY AND

PLUMBING : 24 Hours Water Supply With Alternate main supply with and plumbing works of executive.

LIFT : One number four passage lift from Adams or similar other company lift should be completed in all respect at the time of handing over the owners portion.

ELECTRICAL : Concealed wiring (Havells) provided ground Floor to each unit with miniature circuit breakers /

MCP Havells and Anchor Roma Modular switches in each room with One ceiling fan points, points in drawing - cum - dinning room span from foot point with plug point in each bedroom. Each bed room with A.C. Points with appropriate wiring two 16/6 A.P. and Four 5 Amp (3 X 2 Pin) points in Kitchen and points for geysers in toilet.

COMMON FACILITIES : Toilet for drivers, servant, security staff and car wash facilities.

EARTHING : Earthing of the electrical lines should be proper and lightning arrester should be provided

SCHEDULE - "A" ABOVE REFERRED TO
(Description of the Entire Property)

ALL THAT piece and parcel of 30 years old Two Storied Residential Building measuring built up area 1264 on the Ground Floor and measuring an area 902 Sq.fts., more or less on the First Floor along with Asbestos Shed Garage measuring an area 245 Sq.fts., standing over the Homestead land measuring an area 04 Cottahs 00 Chittaks 00 Sq.fts., more or less comprised under E.P. No. 45, in C.S. Plot No. 1264 (P), in Mouza : Raipur, J.L. No. 33, which is lying and situated at premises no. 37, Roypur, having postal address P-45, Roypur, within the limits of Kolkata Municipal Corporation Ward No. 101, Assessee No. 311012200370, P.O. Garia, P.S. Patuli previously Jadavpur, Kolkata - 700 084 District : South 24 Parganas, which is butted and bounded as follows:-

ON THE NORTH : By 15'6" ft Colony Road
ON THE SOUTH : By Premises No. P - 46, Roypur
ON THE EAST : By Premises No. P - 47, Roypur and
ON THE WEST : By Raja S. C. Mullick Road

SCHEDULE - "B" ABOVE REFERRED TO
(Description of Owner's Allocation)

ALL THAT on completion of the proposed building, the owner will be at the first instance entitled to get the following Constructed Area of the proposed building in finished and complete condition as follows:

- A. Three Shop Rooms on the front side of the Ground Floor measuring an built up area 574 Sq.fts, more or less & Two Car Parking Space on the North - West side & South - West respectively each measuring 135 Sq.fts., more or less.
- B. Entire Second Floor
- C. One Self Contained Flat on the 3rd Floor, East - West - North side measuring built up area an area 868 Sq.fts, more or less
- D. A sum of Rs. 50,000/- (Rupees Fifty Thousand only) as Non refundable Security Deposit at the time of execution of Development Agreement.
- E. A sum of Rs. 50,000/- (Rupees Fifty Thousand only) as Non refundable Security Deposit at the time of handing over of vacant possession by the owner to the developer of the Schedule Premises.
- F. A sum of Rs. 3,00,000/- (Rupees Three Lakhs only) as Non refundable Security Deposit at the time handing over of the Flat's under Owner's Allocation.

Together with undivided proportionate share of land and also right to use of the common amenities and facilities provided to the said Building together with absolute right to sell their allocation to the prospective buyer/ at their discretion.

SCHEDULE "C" ABOVE REFERRED TO

(Developer's Allocation)

ALL THAT save and except the Owner's Allocation as mentioned above the Developer will be entitled to get Constructed Area of the proposed Building in finished and complete condition as follows

(A) Two Car Parking Space on the North - East side & South - East each measuring 135 Sq.fts., more or less respectively

(B) Entire First Floor

(C) One Self Contained Flat on the 3rd Floor, South-East-West side

Together with undivided proportionate share of land and also right to use of the common amenities and facilities provided to the said Building together with absolute right to sell its allocation to the prospective buyer/ at its discretion.

Page
IN WITNESSETH WHEREOF the parties have hereunto set and subscribe their respective hands and seals the day, month and year first above written

Signed, sealed and delivered by
The Owners And Developer
at Kolkata.
In presence of :-

WITNESSESES:

1. Soma Das
D/o. Lt. Tapan K. Dhar
48, D.N. Ghosh Road,
P. S. - Kelighat
Kolkata - 700025

Gautam Mukherjee
SIGNATURE OF THE OWNER

2. Housumi Mukherjee
W/O Gautam Mukherjee
P-46 Rajpur, Raja S.C. Mullick Rd.
Po: - Garia, Kolkata - 84

SBD MERCANTILE (P) LTD.
Skyamal Chatterjee
Director
SIGNATURE OF THE DEVELOPER

MEMO OF RECEIPT.

Received Rupees 50,000/= (Rupees Fifty Thousand only) as Non - Refundable Cash benefit/ payment, in the Following Manner:-

	Amount (in Rs.)
1. By Cheque No. 306080 dated 10.08.2022, Indian Overseas Bank, Garia Branch	Rs. 50,000/=
Total Amount	Rs. 50,000/-

WITNESSES:

1. Soma Dhar




Guntam Mukherjee
(SIGNATURE OF THE OWNER)

2. Mousumi Mukherjee

Drafted and typed By












Subhotosh Dhar

SUBHOTOSH DHAR, ADVOCATE
Shree Tapan Kumar Dhar & Associates'
Sheresta No. C- 21, Bar Library Room No. 4
Alipore Judges' Court, Kolkata 700 027.
Enrollment No. F/1637/1345/2009.

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

Name : SRI GAUTAM MUKHERJEE

Signature Gautam Mukherjee

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

Name : SRI. SHYAMAL CHATTERJEE

Signature Shyamal Chatterjee

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

Name :

Signature

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

GRIPS
Query No:
Query Date:
Query Year:
Payment Status:

192022230096594891
12/08/2022 09:21:46
IB12082022243869
Successful

Payment Mode: Online Payment
Bank/Gateway: Indian Bank
BRN Date: 12/08/2022 09:22:59
Payment Ref. No: 2002447793/1/2022
(Query No*/Query Year)

Depositor Details

Depositor's Name: SUBHOTOSH DHAR
Address: 48, D. N. Ghosh Road, Kolkata 700025
Mobile: 8777052947
EMail: subhotosh743@hotmail.com
Contact No: 09432321946
Depositor Status: Advocate
Query No: 2002447793
Applicant's Name: Mr SUBHOTOSH DHAR
Identification No: 2002447793/1/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002447793 1/2022	Property Registration- Stamp duty	0030-02-103-003-02	6921
2	2002447793 1/2022	Property Registration- Registration Fees	0030-03-104-001-16	521
			Total	7442

IN WORDS: SEVEN THOUSAND FOUR HUNDRED FORTY TWO ONLY.

Major Information of the Deed

Deed No.	I-1602-10730/2022	Date of Registration	12/08/2022
No / Year	1602-2002447793/2022	Office where deed is registered	
Deed Date	12/08/2022 9:14:25 AM	D.S.R. - II SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SUBHOTOSH DHAR 48, DHIRENDRA NATH GHOSH ROAD, Thana : Kalighat, District : South 24-Parganas, WEST BENGAL, PIN - 700025, Mobile No. : 8777052947, 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 : 50,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 57,73,425/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 553/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :



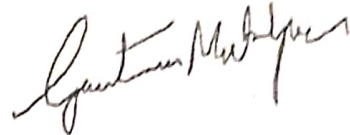
District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: ROYPUR, .
Premises No: 37, . Ward No: 101 Pin Code : 700084

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	4 Katha	1/-	43,20,002/-	Property is on Road
Grand Total :				6.6Dec	1 /-	43,20,002 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2166 Sq Ft.	1/-	14,08,441/-	Structure Type: Structure
Gr. Floor, Area of floor : 1264 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 902 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	245 Sq Ft.	1/-	44,982/-	Structure Type: Covered Garage
Gr. Floor, Area of floor : 245 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		2411 sq ft	2 /-	14,53,423 /-	



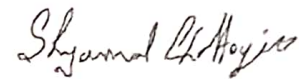
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Gautam Mukherjee Son of Late Sukumar Mukherjee Executed by: Self, Date of Execution: 12/08/2022 , Admitted by: Self, Date of Admission: 12/08/2022 ,Place : Office	 12/08/2022	 LTI 12/08/2022	 12/08/2022
Block/Sector: ROYPUR GOVT SCHEME, P45, Raja S.C.Mullick Road, City:- , P.O:- GARIA, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AIxxxxxx1J, Aadhaar No: 35xxxxxxxx1905, Status :Individual, Executed by: Self, Date of Execution: 12/08/2022 , Admitted by: Self, Date of Admission: 12/08/2022 ,Place : Office				



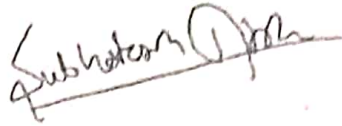
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	S B D MERCANTILE PRIVATE LIMITED RAIPUR II CITY, P46, City:- , P.O:- GARIA, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084 , PAN No.:: AAxxxxxx9N,Aadhaar No Not Provided by UIDAI, Status :Organization. Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Shyamal Chatterjee (Presentant) Son of Late Jagattaran Chatterjee Date of Execution - 12/08/2022, , Admitted by: Self, Date of Admission: 12/08/2022, Place of Admission of Execution: Office	 Aug 12 2022 5:19PM	 LTI 12/08/2022	 12/08/2022
RAIPUR II CITY, P46, City:- , P.O:- GARIA, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx4Q, Aadhaar No: 98xxxxxxxx1721 Status : Representative, Representative of : S B D MERCANTILE PRIVATE LIMITED (as DIRECTOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUBHOTOSH DHAR Son of Late TAPAN KUMAR DHAR 48, Dharendra Nath Ghosh Road, City:- P.O - BHOWANIPORE, P.S:-Kalighat, District.-South 24-Parganas, West Bengal, India, PIN:- 700025			
	12/08/2022	12/08/2022	12/08/2022

Identifier Of Mr Gautam Mukherjee, Mr Shyamal Chatterjee

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Gautam Mukherjee	S B D MERCANTILE PRIVATE LIMITED-6.6 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Gautam Mukherjee	S B D MERCANTILE PRIVATE LIMITED-2166.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Mr Gautam Mukherjee	S B D MERCANTILE PRIVATE LIMITED-245.00000000 Sq Ft

On 12-08-2022

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 13:02 hrs on 12-08-2022, at the Office of the D.S.R. -II SOUTH 24-PARGANAS by Mr Shyamal Chatterjee .

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 57,73,425/-

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

Execution is admitted on 12/08/2022 by Mr Gautam Mukherjee, Son of Late Sukumar Mukherjee, Sector: ROYPUR GOVT SCHEME, P45, Road: Raja S.C.Mullick Road, , P.O: GARIA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession Service

Indetified by Mr SUBHOTOSH DHAR, , Son of Late TAPAN KUMAR DHAR, 48, Road: Dharendra Nath Ghosh Road, . P.O: BHOWANIPORE, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by profession Advocate

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

Execution is admitted on 12-08-2022 by Mr Shyamal Chatterjee, DIRECTOR, S B D MERCANTILE PRIVATE LIMITED (Private Limited Company), RAIPUR II CITY, P46, City:- , P.O:- GARIA, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700084

Indetified by Mr SUBHOTOSH DHAR, , Son of Late TAPAN KUMAR DHAR, 48, Road: Dharendra Nath Ghosh Road, . P.O: BHOWANIPORE, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 553/- (B = Rs 500/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 521/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/08/2022 9:22AM with Govt. Ref. No: 192022230096594891 on 12-08-2022, Amount Rs: 521/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB12082022243869 on 12-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,921/-

Description of Stamp

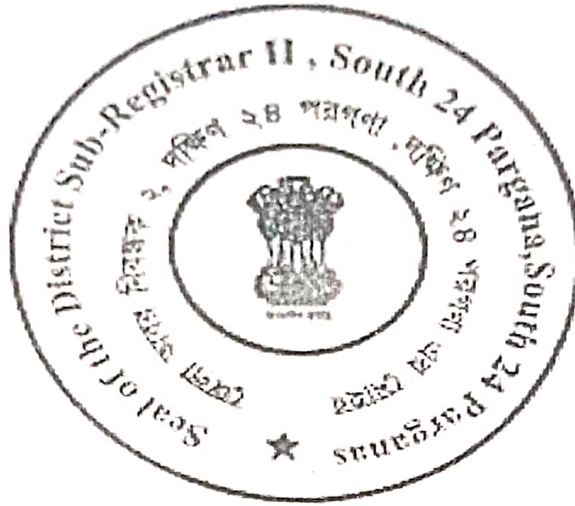
1. Stamp: Type: Impressed, Serial no 306305, Amount: Rs.100/-, Date of Purchase: 08/06/2022, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/08/2022 9:22AM with Govt. Ref. No: 192022230096594891 on 12-08-2022, Amount Rs: 6,921/-, Bank: Indian Bank (IDIB000C001), Ref. No. IB12082022243869 on 12-08-2022, Head of Account 0030-02-103-003-02

Suman Basu

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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1602-2022, Page from 435515 to 435548
being No 160210730 for the year 2022.



Suman

Digitally signed by SUMAN BASU
Date: 2022.09.15 11:30:26 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2022/09/15 11:30:26 AM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I I SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)