

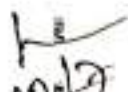
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Certified that the document is admitted -
 Registration. The signature sheets and the
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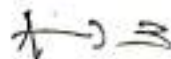

 District Sub-Register-II
 Alipore, South 24-Parganas

19 2 JUL 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this the 12th day of
 JULY 2023

BY & BETWEEN



10 JUL 2023

6267

No. ₹ 100/- Date

Name : prasanta kr Das .

Address : 32. Old Ballygunge 1st Lane
kot-19.

Vendor :

Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, KOI-27



Regd. Amari
Special Joint of Amari
Alipore Police Court
P.O. + P.S. - Alipore
Kolkata - 27.



District Sub Registrar-II
Alipore, South 24 Pgs. (South)
12 JUL 2023

(1) **SRI SUBIR RANJAN GUHA ROY**, son of Late Sisir Ranjan Guha Roy by faith Hindu, by Nationality Indian, by occupation - retired person residing at 1/378A, Gariahat Road, P.O. Jodhpur Park, under Police Station Lake, within the limit of Kolkata Municipal Corporation Ward No.93, Kolkata 700068 presently at premises no 1/378, Gariahat Road Kolkata -700068 (**PAN- ADKPG7073N**) (**AADHAAR -9222 2276 4822**) (**Mob-9831630107**) (2) **SRI PRABIR RANJAN GUHA ROY** son of Late Sisir Ranjan Guha Roy by faith Hindu, by Nationality Indian, by occupation retired person, residing at 1/378A, Gariahat Road, P.O. Jodhpur Park, under Police Station Lake, within the limit of Kolkata Municipal Corporation Ward No.93, Kolkata 700068 presently at premises no 1/378, Gariahat Road Kolkata -700068 (**PAN- ADUPG4431A**) (**AADHAAR -4994 0496 1291**) (**MOB-9432001921**) (3) **SMP INFRA PRIVATE LTD** vide **CIN- U13200WB2010PTC147198** (**PAN No. AAOCS2673Q**) a company registered under the Companies Act 1956, having its registered office at Marshal House, 6th Floor, Room No.661, 33/1, N.S. Road, under **Police Station- Burrabazar, P.O.-G.P.O** within limit of Kolkata Municipal Corporation Kolkata 700001, represented by its Director **MR. MANOJ KUMAR AGRAWALLA**, son of S. Agarwala, by faith Hindu, by Nationality Indian, by occupation - Business, residing at Pabitra Mohan Marg, Talehar Town Agarwal, Orissa, Pin No.759101, **P.S. Angul P.O. Mohan Marg** (**PAN - AAXYPA8699J**) (**AADHAAR -8475 9115 7502**) (**MOB- 7326855097**) **It's duly authorized Representative** pursuant to the resolution passed in the meeting of it's Board of Directors held on 25TH March 2022 hereinafter referred to as **OWNERS/ FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed or to

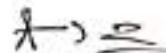
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mean their respective heirs/Predecessors-in-interest/representatives and Assigns) of the **FIRST PART**.

A N D

M/S PRASANTA KUMAR DAS, a Proprietorship Business having its office at 8/13, Radha Kumud Mukherjee Sarani (Formerly known as Cornfield Road) under **Police Station Gariahat P.O-Ballygunge** within Limit of Kolkata Municipal Corporation Ward No.68 Kolkata 700019 duly represented by **it's sole Proprietor SRI PRASANTA KUMAR DAS**, son of Late G. C. Das, by faith Hindu, by Nationality Indian, at present residing at 32, Old Ballygunge 1st Lane, under **Police Station Karaya, P.O.-Ballygunge** within limit of Kolkata Municipal Corporation Ward No 65, Kolkata - 700019, (**PAN NO. AGYPD5562A**) (**AADHAAR - 7062 0196 9406**) (**MOB- 9830244827**) hereinafter referred to as **DEVELOPER/ PROMOTER / SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be deemed or to mean his respective heirs/Predecessors-in-interest / representatives and Assigns) of the **SECOND PART**.

WHEREAS one Kiran Chandra Guha Roy purchased land formerly known as 1/378, Gariahat Road, measuring an area 5 Cottah, 3 Chittacks and 21 sq. ft. now numbered as premises No. 1/378 & 1/378A, Gariahat Road more or less from Bengal Secretarial Co-Operative Land Mortgage Bank and Housing Society Limited in the name of one of his son, Sisir Ranjan Guha Roy by a Deed of Conveyance which was duly registered in the office of the ADSR, Behala and incorporated in the Book No.1, Volume No.99, Pages 250 to 267, Being No.6624 for the year 1965.



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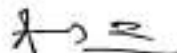
AND WHEREAS the said Kiran Chandra Guha Roy purchased the above mentioned property for his own benefit in the name of Sisir Ranjan Guha Roy who was name lender of his father Kiran Chandra Guha Roy, so the said Sisir Ranjan Guha Roy was a trustee in respect of the aforesaid land measuring an area 5 Cottah, 3 Chittacks and 21 sq. feet then numbered as premises No. 1/378 Gariahat Road Kolkata within KMC Ward no 93, and in stages constructed a two storied building upon the land.

AND WHEREAS Kiran Chandra Guha Roy since deceased father of Late Sisir Ranjan Guha Roy to avoid any dispute in future in the matter of inheritance of the said property executed a **FAMILY SETTLEMENT or DECLARATION OF TRUST** by and between (i) the said Kiran Chandra Guha Roy as the First part, (ii) Snehalata Guha Roy wife of the said Kiran Chandra Guha Roy as the Second part, (iii) Sisir Ranjan Guha Roy, son of the said Kiran Chandra Guha Roy (eldest son in whose name the property was purchased) as the Third Part and (iv) Mihir Ranjan Guha Roy son of the said Kiran Chandra Guha Roy as the Fourth Part, which was duly registered in the office of A.D.S.R Alipore at Behala and recorded therein Vide Book No. 1, Volume No.99, Pages 250 to 267, Being No.6624, for the year 1966.

AND WHEREAS Kiran Chandra Guha Roy since deceased constructed a two storied building in the front portion of his purchased land having a built up area 1714 sq feet more or less.

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AND WHEREAS by virtue of the said FAMILY SETTLEMENT AND DECLARATION OF TRUST, the said Late Kiran Chandra Guha Roy divided the aforesaid land into two parts, the Southern portion of the said premises have vacant land measuring about 2 Cottah 12 Chittacks 35 Sq ft. a little more or less, which was later numbered as 1/378A, Gariahat Road, P.S. Lake, Kolkata 700068 presently under the jurisdiction of Kolkata Municipal Corporation, Ward No.93, was given to/ devolved upon the said Sisir Ranjan Guha Roy, the eldest son of the said Kiran Chandra Guha Roy. The aforesaid Southern portion property was/ is only accessible by two 4 (four) feet 4 (four) inch wide, 44 (forty four) feet and 4 (four) inch long passage one on the East and other on the West which is the side space of the building in front being premises no 1/378 Gariahat Road Kolkata 700068, was made for common use strictly for egress and ingress from the two premises i.e 1/378 Gariahat Road and 1/378A, Gariahat Road Kolkata, which started from the road on the north and ended at premises in the south which has an area approximately 7 chittacks 39 sq feet. BUT was strictly created to give access to the Southern Portion to the Municipal Road, **AND** the remaining portion of the said premises (i.e. Northern front portion) measuring about 1 Cottah 14 Chitacks 37 Sq. ft. a little more or less, and two 4 (four) feet 4 (four) inch wide, 44 feet 4 inch long passage one on the East and other on the West, together with the two storied building was later numbered as 1/378, Gariahat Road, P.S. Lake, Kolkata 700068 presently under the jurisdiction of Kolkata Municipal Corporation, Ward No.93, was conveyed into a trust property by the aforesaid same **FAMILY SETTLEMENT AND DECLARATION OF TRUST** for the benefit of his sons Samir Ranjan Guha Roy, and Mihir Ranjan Guha Roy. The said Kiran Chandra Guha Roy and his wife,



Snehalata Guha Roy was appointed as the trustees till Samir Ranjan Guha Roy attains majority.

AND WHEREAS Sisir Ranjan Guha Roy by the aforesaid **FAMILY SETTLEMENT** or **DECLARATION OF TRUST** became the exclusive Owner of 2 cottah 12 chittack 35 sq feet of land which later numbered as municipal premises no 1/378A Gariahat Road Kolkata together with right to use and enjoy two separate 4 feet 4 inch wide passage, one on the east other on the west ..

AND WHEREAS Sisir Ranjan Guha Roy constructed a two storied building on the land having a built up area 2346 sq feet more or less.

AND WHEREAS the First Party Sri Subir Ranjan Guha Roy and Sri. Prabir Ranjan Guha Roy being the only legal heirs of said Sisir Ranjan Guha Roy inherited the said property and right to use and enjoy the two passages described herein before, became the Owners of ALL that 2 Cottah 12 Chittacks 35 Sq feet a little more or less, together with a two storied building having total built up area 2346 sq feet which is numbered as 1/378A, Gariahat Road, P.S. Lake, Kolkata 700068 presently under the jurisdiction of Kolkata Municipal Corporation, Ward No.93, Assessee no 21-093-04-0925-0 ; the aforesaid property is only accessible by two 4 feet 4 inch wide passage one on the East and other on the West.

AND WHEREAS after the demise of the said trustees, the youngest son said Samir Ranjan Guha Roy attaining majority, the trust came to end and the two beneficiaries, the said Mihir Ranjan Guha Roy and the said

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Samir Ranjan Guha Roy got the Northern Portion of the said premises, measuring about 1 Cottah 14 Chitacks 37 Sq. feet a little more or less having a two storied building having built up area 1714 sq feet a little more or less standing thereon, and the two 4 (four) feet 4 (four) inch wide ; 44 feet 4 inch long passage one on the East and other on the West, together with right to use and enjoy the same for their egress and ingress being premises no 1/378, Gariahat Road, P.S. Lake, Kolkata 700068 , presently under the jurisdiction of Kolkata Municipal Corporation, Ward No.93, absolutely in equal shares. The said Mihir Ranjan Guha Roy started residing in the first floor and the said Samir Ranjan Guha Roy started residing in the Ground Floor of the said building by mutual arrangement. It is pertinent to mention here that the two storied building at 1/378 Gariahat Road is in the middle and the two 4 (four) feet 4 (four) inch wide, 44 feet 4 inch long passage one on the East and other on the West are on two sides and is actually the side space of the building.

AND WHEREAS the said Samir Ranjan Guha Roy died intestate on 26.11.2000 as a bachelor leaving behind surviving his brother Mihir Ranjan Guha Roy and his five sisters, namely (i) Smt Parul Bose, wife of Parimal Chandra Bose (ii) Smt Jyotsna Roy Chowdhury, since deceased wife of Manoranjan Roy Chowdhury (iii) Smt Aruna Sur Roy, wife of Satyabrata Sur Roy (iv) Smt Malina Sur, alias Mrs Malina Sur Roy, wife of Late Salil Sur and (v) Smt. Mira Ghosh wife of Late Nihar Kumar Ghosh.

AND WHEREAS the said Smt Jyotsna Roy Chowdhury sister of Late Samir Ranjan Roy Choudhury died intestate on 03.02.2001 leaving

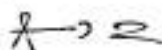
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behind her two Sons namely (i) Shekhar Roy Chowdhury and (ii) Bhaskar Roy Chowdhury and only one daughter namely Smt. Manasi Majumder wife of Tejendra Narayan Majumder.

AND WHEREAS Smt Parul Bose died on 3-06-2005. The said Smt Parul Bose had no issue thus her share in the property under the provision of Hindu Succession Act devolved upon her surviving brothers and sisters.

AND WHEREAS the said Late Mihir Ranjan Guha Roy died intestate on 04.10.2010 leaving behind his wife, Mrs. Mukurika Guha Roy and his only daughter, Mrs. Maniva Guha Roy; thus the said Mukurika Guha Roy and the said Maniva Guha Roy, become the absolute owners of the undivided 7/12th share out of all that piece and parcel of land and building measuring about 1 Cottah 14 Chittacks 37 Sq. ft., a little more or less.

AND WHEREAS by a Deed of Conveyance dated 8th December 2010 made between (1) Sri Sekhar Roy Chowdhury, son of Late Monoranjn Roy Chowdhury, (2) Sri Bhaskar Roy Chowdhury son of Late Monoranjn Roy Chowdhury (3) Smt. Manasi Majumder wife of Sri Tejendra Narayan Majumder, (4) Smt Jyotsna Roychowdhury (5) Smt Aruna Sur, alias Smt Aruna Sur Roy (6) Mrs. Malina Sur Roy and (7) Mrs Mira Ghosh sold their undivided share to **SMP MINERALS AND METALIKS PRIVATE LIMITED**. The said deed of conveyance was registered before the Additional District Sub Registrar Alipore, 24 Parganas (South) and incorporated Book No 1, CD Volume No.45 pages 2659 to 2677 being no. 10644 for the year 2010.



AND WHEREAS by another registered deed of conveyance (Sale deed) dated 8th day of December 2010 the said Mukurika Guha Roy and the said Maniva Guha Roy, **sold transfer** right title interest and or relinquished all their **7/12th share in the aforesaid property , in favour of SMP MINERALS AND METALIKS PRIVATE LIMITED** and the said deed of conveyance was registered before the Additional District Sub Registrar Alipore, 24 Parganas (South) and incorporated Book No.1, CD Volume No.45 pages 2678 to 2693 being no. 10645 for the year 2010.

AND WHEREAS through inadvertently the area is written as 2 Cottahs 12 Chittacks 35 Sq. feet in Deed no 10644 and in Deed no 10645 both of the year 2010, both registered at ADSR Alipore in place of 1 Cottahs 14 Chittacks 37 Sq. ft.

AND WHEREAS the Owners herein after coming to know about the error in the two deeds of conveyances in Deed no 10644 and in Deed no 10645 both of the year 2010, both registered at ADSR Alipore, executed and registered a Deed of Declaration dated 30th March 2017 registered at ADSR Alipore and entered in Book1, volume 1605-2017, pages 45818 to 45835, deed no 16051804, for the year 2017, admitting the error in writing the area of land in the schedule of the aforesaid two deeds and admitting the land area to be 1 cottah 14 chittack, 37 sq feet a little more or less.

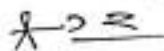
AND WHEREAS the said company by purchase became the Owner of ALL that 1 cottah, 14 chittack, 37 sq feet of land, together with a two storied building standing thereon being KMC premises no 1/378 Gariahat Road, Kolkata 700 068, under Police station Lake, within KMC

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ward no 93, having Assessee no 21-093-04-0494-9 , together with right to use and enjoy the two four feet four inch wide passage running north to south which is herein before described.

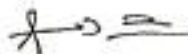
AND WHEREAS it is pertinent to mention here that the two four feet four inch common passage which is described before is curved out of the land originally purchased in the name of Sisir Ranjan Guha Roy and is created only to give passage and is only for use and enjoyment of all the aforesaid Owners. That no third party has any access and or not the passage of any other premises and besides the Owners none else has any right or interest therein.

AND WHEREAS the said **SMP MINERALS AND METALIKS PRIVATE LIMITED** herein while in possession of the said property consisting of a two storied building having total built up area 1714 sq feet a little more or less standing on 1 cottah, 14 chittack, 37 sq feet a little more or less , within KMC ward no 93, Assessee no 21-093-04-0494-9, **AND** the said **SMP MINERALS AND METALIKS PRIVATE LIMITED** by a Board of Resolution in terms of Section 21 of the Companies Act 1956 with the approval of the Government of India Department of Company affairs New Delhi vide SRN B06833305 dated 10/03/2011 the name of the Company was changed to **SMP Infra Pvt Ltd**, thus their right, title, interest assets of the said property along with all liabilities was/ is owned by **SMP INFRA PRIVATE LTD**, accordingly the said **SMP INFRA PRIVATE LTD** became the owner of the property consisting of a two storied building having total built up area 1714 sq feet a little more or less standing on 1 cottah, 14 chittack, 37 sq feet a little more or less of land, within KMC ward no 93, Assessee no 21-093-04-0494-9.



AND WHEREAS for more effective enjoyment of the property all the aforesaid owners namely **SRI SUBIR RANJAN GUHA ROY , SRI PRABIR RANJAN GUHA ROY AND SMP INFRA PRIVATE LTD** have decided to amalgamate the aforesaid properties. And subsequently entered into a Deed Of Amalgamation which was registered before the office of D.S.R.II South 24 Parganas, At Alipore vide Deed No 160208339 and duly recorded in Book No.I Volume No. 1602-2023 Pages from 280707 to 280739 year 2023.

AND WHEREAS after the aforesaid amalgamation, said **SRI SUBIR RANJAN GUHA ROY , SRI PRABIR RANJAN GUHA ROY AND SMP INFRA PRIVATE LTD** being represented by it's Director **MR. MANOJ KUMAR AGRAWALLA**, the aforesaid owners of this present mutated their name in the records of Kolkata Municipal Corporation in respect to **ALL THAT** piece and parcel of land measuring **5 Cottah 3 Chittacks 21 Sq. ft** be the same a little more or less along with **2 Nos. Two storied building** standing thereon having a total built up area **4060 Sq feet** a little more or less thereon formed by amalgamating premises No. **1/378 & 1/378A** Gariahat Road and two **4 feet 4 inch wide passage** running north to south together with all common areas, spaces and all casements drains water courses liberties and appendages attached there to, under Police Station Lake within the limit of Kolkata Municipal Corporation Ward No.93, Kolkata 700068, Now known as **Premises No 1/378 Gariahat Road Kolkata-700068** vide **KMC ASSESSMENT NO 210930404949**.

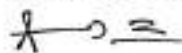


AND WHEREAS the aforesaid owners of this present, the Party of the First Part herein jointly settled to develop the property but as fund is not permissible to materialize such a grand project and henceforth declared and proclaimed for a financially sound and skilled Developer AND the Second Party herein having accustomed approached them and agreed to promote the property under terms, conditions and stipulations so imposed by the parties as well.

AND WHEREAS the aforesaid owners , First Party herein being satisfied on the representation of the CONTRACTOR /DEVELOPER herein and ultimately decide to engage or appoint the CONTRACTOR /DEVELOPER herein to complete the construction of the proposed building

AND WHEREAS All the parties of this present herein entered into this Development Agreement, in order to have their functions as party fully described in this Development Agreement to safeguard their respective right, title and interest in the present Agreement against any future misunderstanding, disagreement or dispute between themselves or their heirs or successors in interest whether during the continuance or at the determination of the present Agreement to any matter whatsoever touching the said Agreement, have agreed between themselves to record in written the terms and conditions of the aforesaid Agreement and this agreement is to be treated as full & final agreement between the parties.

AND WHEREAS the Owners herein have specifically represented to the CONTRACTOR /DEVELOPER that they are the absolute Owners of the property more fully and particularly mentioned and described in the First Schedule hereunder and the CONTRACTOR/DEVELOPER has

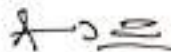


bonafide belief that the Owners are absolutely entitled to the said premises in its entirety as the Owners thereof and that they have full right and absolute authority of alienation or transfer of the same or any portion thereof without any let, hindrance, claim, question or demand being raised by anybody in their behalf and the **Owners** also declared and confirmed that they have not executed any sort of instrument like sale, lease, gift, mortgage, charge or agreement for sale, tenancy and development agreement with regard to the said morefully and specifically described in the Schedule written hereunder, with any body/bodies, person/persons, concern/concerns, company/companies and authority/ authorities.

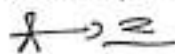
NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

ARTICLE - I : TITLE AND INDEMNITY

1. The **OWNERS** doth hereby authorize and empower the **CONTRACTOR/ DEVELOPER** to construct a residential / commercial building for domestic/ commercial purpose only on the said plot of land as per building plan prepared by the Architect of the **CONTRACTOR/ DEVELOPER** for the aforesaid purpose and the **OWNERS** shall also hand over all the original title deeds and all other documents to the **CONTRACTOR / DEVELOPER** at the time of signing of this **Development Agreement**.



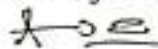
2. The **OWNERS** hereby declare that they are the absolute Owners of the property mentioned in **Schedule A** and lawfully entitled to the same and no dispute or any suits, actions or legal proceedings is pending in respect of the said property or any part or portion thereof and they have absolute right, title, interest, authority and possession of the said premises to enter into this agreement with the **CONTRACTOR/DEVELOPER**.
3. The **OWNERS** doth hereby declare that the said premises mentioned in **SCHEDULE A** hereinunder, is free from all and any manner of lispendens, charges, liens, claims, encumbrances, attachments, trusts, acquisitions, requisitions or mortgages whatsoever and the **OWNERS** hereby agree to indemnify and keep the **CONTRACTOR/DEVELOPER** indemnified from and against any and all actions, charges, liens, claims, encumbrances and mortgages.
4. The **OWNERS** hereby also undertake that the **CONTRACTOR/DEVELOPER** shall be entitled to construct the building on the said land as agreed by and between the parties hereto according to the building plan or revised plan prepared by the architect of the **CONTRACTOR/ DEVELOPER**.
5. The **OWNERS** shall handover copies of all their original deeds, documents and papers relating to the said property mentioned in **Schedule A** to the **CONTRACTOR/ DEVELOPER**.



6. The **OWNERS** shall execute and register a **Development Power of Attorney** in favour of the **CONTRACTOR/DEVELOPER** empowering to do act deed and things relating to making of building plan, construction of the building, for receiving the earnest money, booking money, consideration at a time or part payment thereof from the intending purchaser or purchasers in respect of the flats/Car Parking Spaces / commercial spaces allotted to the **CONTRACTOR/DEVELOPER** and to be constructed thereon and to receive balance consideration money at the time of registration of the Deed of Conveyances and also to execute deed of conveyance or any deed of transfer in respect of **CONTRACTOR/ DEVELOPER's** allocation.
7. The **OWNERS** shall however on request by the Developer /Promoter sign and execute the applications, plans and other documents necessary in relation to the said development.

ARTICLE - II : DEFINITIONS

1. **OWNERS** shall mean (1) **SRI SUBIR RANJAN GUHA ROY** son of Late Sisir Ranjan Guha Roy by faith Hindu, by Nationality Indian, by occupation - retired person residing at 1/378A, Gariahat Road, P.O. Jodhpur Park, under Police Station Lake, within the limit of Kolkata Municipal Corporation Ward No.93, Kolkata 700068 and presently at premises no 1/378, Gariahat Road Kolkata -700068 (**PAN-ADKPG7073N**) (**AADHAAR -9222 2276 4822**) (**Mob-9831630107**) (2) **SRI PRABIR RANJAN GUHA ROY** son of Late Sisir Ranjan Guha Roy by faith Hindu, by Nationality Indian, by occupation retired



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Corporation Ward No-65 Kolkata - 700019, (PAN NO. AGYPD5562A) (AADHAAR - 7062 0196 9406) (MOB- 9830244827)

3. **TITLE DEED** shall mean all deeds, documents, papers and writings regarding title of the said property.
4. **PREMISES** shall mean **ALL THAT** piece or parcel of land measuring **5 Cottah 3 Chittacks 21 Sq. ft** be the same a little more or less along with **2 Nos. Two storied building standing thereon having a total built up area 4060 Sq feet a little more or less**, together with all common areas, spaces and all easements drains water courses liberties and appendages attached there to, under Police Station Lake within the limit of Kolkata Municipal Corporation Ward No.93, Kolkata 700068 **Being Premises No 1/378 Gariahat Road Kolkata-700068 vide KMC ASSESSMENT NO 210930404949** which is morefully and particularly mentioned and described in the **Schedule A**.
5. **BUILDING PLAN** shall mean plan or plans or revised thereof to be prepared by the Architect/Engineer for the construction of the new residential / commercial building appointed by the **CONTRACTOR/DEVELOPER** duly signed by all the owners or their attorney.
6. **BUILDING COMPLEX** shall mean include the building to be constructed by the **CONTRACTOR/DEVELOPER** at the said premises.

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7. **LAND** Shall mean the Land below and underneath the said building to be constructed on the said premises.
8. **ARCHITECT** shall mean the qualified person or persons as may be appointed by the **CONTRACTOR/DEVELOPER** for designing and planning of the building to be constructed on the said land.
9. **UNIT** shall mean the complete Flat/Unit/Apartment in the said new residential / commercial building.
10. **COVERED AREA OR BUILT UP AREA** Shall mean the measurement of the inside flat together with the thickness of the walls of all the sides and joints of the said flat together with proportionate stair case of the respective floor.
11. **SUPER BUILT UP AREA** shall mean covered area to be added for proportionate common areas, common spaces, staircase, open spaces & other spaces for common enjoyment of the building.
12. **PROPORTIONATE SHARE** shall mean in the case of any flat/commercial space the portion or portions which to the floor space conveyed here in together with all other flats for the time being in the said property including the areas comprising the common parts and the areas thereof in the said property and in the said building.

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13. **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, stair cases, passages, shafts, drains, septic tank, overhead water tank and underground water reservoir, pump and motor, meter board and other space or spaces and other facilities and amenities along with the easement attached thereto which may be mutually agreed between the parties or whatever required for the establishment, enjoyment, provisions, maintenance and or management of the said building.
14. **COMMON EXPENSES** shall mean and include proportionate share of the costs, charges and expenses for the management, maintenance, upkeep, repairs and replacement of the common parts relating or connected with the said building and the land thereunto.
15. **SALEABLE SPACE** shall mean flat or flats/commercial space/residential flats, apartment or apartments or any other saleable space or spaces or portion thereof multistoried building , and for exclusive use of the flat owners in the building available for independent use and occupation excepting what is due to the owner and after making due provision for common facilities and the space required there.
16. **OWNER'S ALLOCATION** shall mean The **CONTRACTOR / DEVELOPER** shall deliver to the **OWNERS** (a) **Two residential flats on the North South direction in the Third floor** of the proposed building (entire third floor), (b) **Entire First Floor commercial area** (c) **Two car parking spaces at the Ground Floor (Front side)** , and (d) **Another 2(two) Nos Car Parking Space on Ground**

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Floor of the proposed building to be constructed on the said premises/plot of land described in Schedule written hereunder., **(e) AND ALSO a non-refundable sum** of Rs 85,00,000/- (eighty five lakhs only.) **(f) The Second Party Developer shall give Rs50000/- (fifty thousand rupees only) as rent amount for alternate accommodation of the owners from the date of receipt of vacant possession of the said property by the Developer till handing over possession of Owners' allocation to the Owners / First Party. Morefully described in SCHEDULE B as OWNER'S ALLOCATION.**

17. **CONTRACTOR/DEVELOPER'S ALLOCATION** shall mean **entire Second floor, and Fourth Floor** having two in each floor along with **4 (four) Nos Car parking space on ground floor** and the **front side commercial area in the ground floor** to be constructed on the said premises/plot of land with proportionate share of land **excluding the Owners allocation** morefully mentioned in the **SCHEDULE C** written hereunder.
18. **Allocation settled** herein will be **final and binding** upon the **OWNERS** and the **CONTRACTOR /DEVELOPER** and there will be no escalation of Allocation under any circumstances whatsoever.
19. **TRANSFER** shall mean with its grammatical variations include transfer of possession and transfer of title or by any other means adopted for effecting what is understood as transfer of space to the transferees thereof.

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20. **TRANSFEEE** shall mean a person, firm, limited company or Association of persons to whom any saleable space in the building has been transferred under law.
21. **FORCE MAJEURE** shall mean flood, earth quake, riot, war, tempest, civil commotion, strike, lock-out and/or any other acts or commission beyond the control of parties hereto affected thereby and also non-availability of essential materials like cement, steel etc.

ARTICLE - III

COMMENCEMENT : This Development Agreement shall commence on and from ...12th..... Day of July 2023.

ARTICLE - IV :

CONTRACTOR/DEVELOPER'S RIGHT AND OBLIGATIONS

1. The land owners having agreed to permit the **CONTRACTOR/DEVELOPER** to build up that proposed building on the said property.
2. The **OWNERS** grants exclusive right to the **CONTRACTOR/DEVELOPER** to develop the said land in such manner as the **CONTRACTOR/DEVELOPER** deems fit in accordance with the provisions herein contained.
3. The **OWNERS** and the **CONTRACTOR/DEVELOPER** shall take all such permission and approval in compliance with the prevailing laws as are legally required for the purpose of developing the said land.

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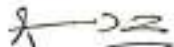
4. That the **OWNERS** are agreeable if necessary to execute and register deed of conveyance in respect of the flats/ car parking spaces/ commercial spaces to be constructed in the said premises in favour of the **CONTRACTOR/ DEVELOPER** or his nominee as and when will be called upon to do so or in favour of the prospective buyer's of proposed flats / car parking spaces/ commercial spaces.
5. The **CONTRACTOR/DEVELOPER** shall exclusively be entitled to receive, realize and appropriate the sale proceeds and or the construction cost from any organization with regard to the **CONTRACTOR/DEVELOPER's** allocation which the **CONTRACTOR/ DEVELOPER** become entitled to receive from the intending purchaser or purchasers of flats/ car parking spaces / commercial spaces and other saleable space or spaces in the said proposed building.
6. The **CONTRACTOR/DEVELOPER** shall start the construction subject to the approval of building plans by the concerned government authorities and **shall complete the construction work within 30 months from the date of getting the vacant possession of the property from the owners. It must be mentioned in this context that due to any unforeseen reason if the said project could not be completed within the said period then in such event there shall be an extension of another 6 months..**

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7. The **CONTRACTOR/DEVELOPER** shall at his own cost construct and complete the building and the common facility and amenities at the said property in accordance with good and standing materials as per the guidance of the Architect from time to time, for construction of the said building.

8. The **CONTRACTOR/DEVELOPER** shall be authorized in the name of the **OWNERS** in so far as it is necessary to apply for and obtain quotas, entitlements and other allocation and /or for cement, steel, brick and other building materials allocable to the **Owners** for the construction of the building and to similarly apply for and obtain temporary connections of water, electricity, power and permanent drainage and sewerage connection to the newly built up building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the **Owners** shall execute in favour of the **CONTRACTOR/DEVELOPER** Development Power of Attorney as shall be required by the **CONTRACTOR/DEVELOPER**.

9. The **Developer** shall be entitled to make advertisements, hung up advertisement boards upon the said property and do such other things as might be required for the purpose of sale of the flats/ car parking spaces commercial spaces in the said premises to be constructed without in any way prejudicing the interests of the **OWNERS**.



10. The **Developer** shall be entitled to raise finances from Banks, Financial Institutions, Finance Companies , Private Financers etc. for the purpose of construction of the said Project .

11. The **CONTRACTOR/DEVELOPER** shall handover peaceful possession of the **OWNERS allocation** to the owners hereinbefore stated, before transferring any possession to any other purchasers or occupiers of **CONTRACTOR/DEVELOPER'S** allotted portion and the **CONTRACTOR/DEVELOPER** shall serve notice to the **owners** to take their allocation. In respect of serving notices to one party to another party of this deed, address mentioned in this deed should be considered, if any change of address properly intimated by the parties to each other, then changed address should be considered.

ARTICLE - V :

OWNER'S RIGHT AND OBLIGATIONS

1. That the **OWNERS** shall handover the vacant possession of the said property which is mentioned in the schedule below to the **CONTRACTOR/DEVELOPER** for construction of the building at the time of or before signing of this **Development Agreement**.

2. That the **OWNERS** for approval of the proposed water and drainage plan of the said building to be constructed on the said property shall sign all the documents which may be required for obtaining the sanctioned of drainage/water plan.

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and in favour of the intending buyers of the flats/ car parking spaces/commercial spaces with the proportionate share of land in the said property at the request of the **CONTRACTOR/DEVELOPER** and in doing so, shall not claim and/or demand any further consideration price from the **CONTRACTOR/DEVELOPER and/or the buyers of the flats/Car Parking Spaces/commercial spaces.** The **CONTRACTOR/DEVELOPER** shall however, by virtue of the **Development Power of Attorney** to be executed by the **owners** be entitled to execute and register appropriate deed of conveyance/conveyances as the constituted Attorney of the owners as and when deemed fit in favour of the prospective buyers. That the **owners** shall give consent for mutation in favour of purchaser/purchasers of the flats / car parking spaces/commercial spaces as the case may be in due course.

7. That the **OWNERS** or any of their duly authorized representative shall take inspection of their allotted flats / car parking spaces during the course of construction of the proposed building but in no case they shall be entitled to disturb or interfere with the construction of the proposed building or any part thereof.
8. The **OWNERS** shall not make any obstacle or make any disturbance during the time of construction of the proposed building under any circumstances. That it has also been agreed, if owners want to construct anything beyond the work schedule, it will be treated as "**Extra work**" and shall be charged extra. However, it has also been settled that the owners will intimate the type and volume of extra

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work to be done on being duly approved by the Architect of the **CONTRACTOR/ DEVELOPER** and the **owners** shall inform to the **CONTRACTOR/ DEVELOPER** well in advance to facilitate the progress of work.

9. The **OWNERS** hereby confirms and declares that they shall not transfer, sell, mortgage encumber and/or deal with in any manner with the said plot of land in any manner whatsoever so as to prejudice, affect or hamper the said project.
10. The **Developer** and the **Owners** will be responsible for paying Income Tax on their respective shares.
11. That the **OWNERS** shall co-operate with the **CONTRACTOR/ DEVELOPER** in all respects whatsoever and vice-versa.

ARTICLE - VI : BUILDING

1. The **CONTRACTOR/DEVELOPER** shall at his own costs or by raising funds from the prospective transferees out of **CONTRACTOR/ DEVELOPER's** allocation or in the manner he consider necessary for which it is hereby agreed between the parties hereto that the **CONTRACTOR /DEVELOPER** shall be at liberty to invite applications from the prospective transferees for transfer out of the total built up area excepting the **OWNERS ALLOCATION** in the building to be constructed on the land comprised in the said premises in accordance with the plan approved by the architect with good

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materials and specifications as are necessary for such construction and also in good workman like manner within a period of 30 months from the date of getting the vacant possession of the property from the owners. It must be mentioned in this context that due to any unforeseen reason if the said project could not be completed within the mentioned period then in such event there shall be an extension of another 6 months.

2. The **CONTRACTOR/DEVELOPER** shall also install and provide in the said building at his own costs the pumps, water storage tanks, overhead reservoirs, septic tanks, inside electrifications and or other facilities required to be provided in the building in terms of the plan or regulations relating to the construction of the building on the said land.
3. The **OWNERS** shall be entitled to transfer or otherwise deal with only the **OWNERS** allocation in the building.
4. The **CONTRACTOR/DEVELOPER** shall be exclusively entitled to the **CONTRACTOR /DEVELOPER'S** allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the **OWNERS** and the **OWNERS** shall not in any way interfere with or disturb the quiet and peaceful possession of the **CONTRACTOR/DEVELOPER'S** allocation.

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common areas and facilities to be transferred to the prospective transferees.

2. In so far as necessary all dealings by the **CONTRACTOR/ DEVELOPER** in respect of the said building in relation to these presents shall be in the name of the **OWNERS** for which the **OWNERS** hereby irrevocably nominate, constitute and appoint the **CONTRACTOR/ DEVELOPER** to do, execute, perform and exercise all acts and things necessary for the implementation of this agreement including the authorities to cause to be prepared to sign letters, correspondences and to apply to the authorities, to sign and execute all application to the Government and/or authority, to appoint architects, engineers and other persons to construct the building as per sanction of the authority, to enter into and sign agreement for sale and to sign sale deeds, conveyances in favour of the prospective transferees in respect of the **CONTRACTOR/ DEVELOPER'S** allocation, to make affidavits and declaration, to apply for allotment for cement, iron and steel and other materials, to apply for electric connection, sewerage and drainage, to apply for and obtain refund of any amount receivable from the authorities in respect of the said premises, to make all taxes, rates, impositions in respect of the said premises, to commence proceedings to settle any suit or proceedings, to sign plan, verifications, written statements, petition, to sworn affidavit to appear in any court of law, to give evidence and to arrange or substitute with all or any of the powers.
3. It is stipulated and agreed that the **CONTRACTOR/DEVELOPER** shall have the authority to negotiate for and/or sale flat/or

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apartment/apartments/ car parking spaces/ commercial spaces and/or any other salcable space or spaces or any portion of the said proposed building in respect of the **CONTRACTOR/DEVELOPER'S** allocation.

ARTICLE - VIII : COMMON FACILITIES

1. **The CONTRACTOR/DEVELOPER** shall pay and bear all ground rent, other dues and outgoings in respect of the said premises accruing due as and from the date on which the **CONTRACTOR/ DEVELOPER** will get vacant possession thereof.
2. After completion of the **Owners** allocated portion of the said building the **CONTRACTOR /DEVELOPER** shall give notice in writing to the **OWNERS** requiring the **Owners** to take possession of the **OWNERS allocation** in the said newly constructed building agreed to be provided as consideration of the land and as per terms of this agreement , and from the date of service of such notice and at all times thereafter the **Owners** shall be exclusively responsible for payment of all property taxes, rates, duties, maintenance charges due and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") payable in respect of the **Owners allocation** and the said rates are to be apportioned pro-rata basis with reference to the salcable space in the building.

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3. The **OWNERS** and the **CONTRACTOR/DEVELOPER** shall punctually and regularly pay for their respective allocations the said taxes to the concerned authorities .

ARTICLE - IX : MISCELLANEOUS

1. It is understood that from time to time facilitate the uninterrupted construction of the building by the **CONTRACTOR/ DEVELOPER**, various acts, deeds, matters and things not herein specified may be required to be done by the **CONTRACTOR/ DEVELOPER** for which **CONTRACTOR /DEVELOPER** may require the authority of the **OWNERS** and various applications and other documents may be required to be signed or made by the **OWNERS** relating to which specific provisions may not have been mentioned herein, the **OWNERS** hereby undertakes to do all such acts, deeds, matters and things which do not in any way infringe the rights of the **OWNERS** and or against the spirit of these presents.
2. If at any time the **OWNERS** shall held liable for the wealth tax and or income tax and or any other rates, taxes, impositions and outgoings in respect of the **CONTRACTOR/DEVELOPER'S** allocation then and in that event the **CONTRACTOR/DEVELOPER** shall indemnify and keep the **OWNERS** indemnified from all such rates, taxes, impositions and outgoings and or in all actions, claims, costs and or proceedings in respect thereof.
3. In the event of the **OWNERS** committing breach of any of the terms and conditions herein contained the **CONTRACTOR/ DEVELOPER**

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shall be entitled to and the **OWNERS** shall be liable to pay such losses and compensations as shall be settled between the parties **PROVIDED HOWEVER** in addition to any other right which the **CONTRACTOR/ DEVELOPER** may have against the **OWNERS** the **CONTRACTOR/ DEVELOPER** shall be entitled to sue the **OWNERS** for specific performance of this agreement or to rescind or cancel this agreement and claim refund of all of the moneys paid and or incurred by the **CONTRACTOR /DEVELOPER** with interest and such losses and damages the **CONTRACTOR/DEVELOPER** may suffer.

4. Any notice required to be given by the **CONTRACTOR/DEVELOPER** shall without prejudice to any other mode of service be deemed to have been served on the **OWNERS** if delivered by hand (acknowledgement is required) or sent by registered post to the **OWNERS** and shall likewise be deemed to have been served on the **CONTRACTOR/DEVELOPER** if delivered by hand or sent by registered post to the office of the **CONTRACTOR/ DEVELOPER**.
5. The terms, conditions and stipulations of this presents shall also be applicable and shall remain in force upon the legal heirs and/or successor-in-interest of both the parties hereto.
6. The **CONTRACTOR/DEVELOPER** and the **OWNERS** shall mutually frame scheme for the management and administration of the said building or buildings and or common parts thereof. The **OWNERS** hereby agree to abide by all the rules and regulations to be framed by any Society/Association and or any other organization that will be in

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charge of such management of the affairs of the building and/or common parts thereof and the parties hereto hereby give their consent to abide by such Rules and Regulations.

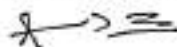
7. That this agreement shall remain valid till the date of completion of the construction work. In case of necessary a supplementary agreement may be executed to make the agreement a total and full fledged one.
8. That after the delivery of the possession of the **Owners Allocation** the **OWNERS** shall mutate their name in the official records in respect of the said flat/flats. Car parking space separately and also install individual electric meter in their own name at their own costs and expenses and shall regularly and punctually pay the maintenance charges in respect of the said flat/flats /car parking space/ space.
9. Nothing in these presents shall constructed an assignment or conveyance in law of the **Owners Allocation** in the said building on the plot or as part of the **CONTRACTOR /DEVELOPER** or as creating any right title or interest in respect thereof on the **CONTRACTOR /DEVELOPER** other than an exclusive license to the **CONTRACTOR/ DEVELOPER** to commercially exploit the same in terms thereof.
10. On and from the date of service of notice of taking possession to the **OWNERS** of their **Allocation**, the **OWNERS** shall also be responsible to pay and bear and shall forthwith pay on demand to the Association

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of the flat owners to be formed by the flat owners, the proportionate service charges for the common facilities in the newly constructed building payable in respect of the Owners Allocation and such charges are to include proportionate share of water tax, fire insurances and maintenance charges,, lights, sanitary and occasional repair of the portions to be used in common and its renovation, replacement, repair and maintenance charges and expenses for the building to be used in common and of all common wiring pipes, electricity and mechanical installations and equipments, pumps motors and other electrical and mechanical installations and equipments including lift ,stairways, corridors, halls, passages, ways and other facilities hereunder written.

ARTICLE - X : FORCE MAJEURE

1. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock-out, labour unrest and/or any other acts or commission beyond the control of the parties hereto effected thereby and also non-availability of essential materials like cement, steel etc.
2. The parties hereto shall not be considered to be liable for any obligations here above to the extent that the performance of the relative obligations prevented by the existence of the 'Force Majeure' and shall be suspended from the obligation during the period of the 'Force Majeure'.



ARTICLE - XI : JURISDICTION

The learned court/courts having territorial jurisdiction over the said property shall have the jurisdiction to entertain and determine all actions, suits and proceedings, arising out of these presents between the parties hereto

SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece or parcel of Bastu land measuring **5 Cottah 3 Chittacks 21 Sq. ft** be the same a little more or less along with **2 nos, Two storied building standing thereon having a total built up area 4060 Sq feet** ^(1015.54 each 3100sq) a little more or less, falling within one or more of

Mouza- Dhakuria, Gobindapur and Salimpur, Pargana - Khaspur numbered since as forming part of the No.1 Gariahat Road, 1/378 or as being a plot thereof, "P"-378, Jodhpur Club afterwards named Jodhpur Park and so numbered now as 1/378 or "P" 378 Jodhpur Park District then 24 Parganas now South 24 Parganas, together with all common areas, spaces and all easements drains water courses liberties and appendages attached there to, **Police Station - then Tollygunge Now Lake , P.O. - Jodhpur Park, District - South 24 Parganas** , within the limit of Kolkata Municipal Corporation Ward No.93, Kolkata 700068 **Being KMC Premises No 1/378 Gariahat Road Kolkata-700068 vide KMC ASSESSMENT NO 210930404949** which is butted and bounded as follows :

- ON THE NORTH :** 40 ft. wide Road
ON THE SOUTH: premises no 387, Gariahat Road
ON THE EAST : Premises No 1/379, Gariahat Road
ON THE WEST : Premises No 1/377, Gariahat Road

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SCHEDULE 'B' (OWNER'S ALLOCATION)

OWNERS ALLOCATION : The DEVELOPER shall deliver to the OWNERS (a) Two residential flats on the North South direction in the Third floor of the proposed building (entire third floor), (b) Entire First Floor commercial area (c) Two car parking spaces at the Ground Floor (Front side) , and (d) Another 2(two) Nos Car Parking Space on Ground Floor of the proposed building to be constructed on the said premises/plot of land , (e) AND a non-refundable sum of Rs 85,00,000/- (eighty five lakhs only.) (f) The Second Party Developer shall also give a total of Rs50000/- (fifty thousand rupees only) as rent amount for alternate accommodation of the owners from the date of receipt of vacant possession of the said property by the Developer till handing over possession of Owners' allocation to the Owners / First Party.

THE AFORE SAID non refundable amount (Eighty Five Lakhs only) will be paid to the Owners by the Developer after deducting 10% TDS as per the law of the land.

SCHEDULE 'C'

(CONTRACTOR/DEVELOPER'S ALLOCATION)

ALL THAT entire Second floor, and Fourth Floor having two in each floor along with 4 (four) Nos Car parking space on ground floor and the front side commercial area in the ground floor to be constructed on the said premises/plot of land with proportionate share of land excluding the Owners allocation , described herein as CONTRACTOR/ DEVELOPER'S Allocation , and the CONTRACTOR/ DEVELOPER shall have the right to enter into agreement for sale, lease, transfer on the said

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portion with the intending purchaser/purchasers at his own discretion without disturbing the owner's allocation.

SCHEDULE 'D'
(Specification)

BUILDING:

1. The building is R.C.C. framed building with attractive elevation with concrete grade M20 (cement- Ultratech, Ambuja, ACC/L.T).
2. 10", 8", 5", 3", 1st class brick work with (1:6) and (1:4) mortar respectively.

3. PLASTERING:

- i. Inside 3/4 " thick with (1:6) mortar (with chemical mixing).
- ii. Outside double plaster with (1.:5) mortar (with chemical mixing).
- iii. Ceiling and concrete surface ¼ "thick plaster with (1:4) mortar (with chemical mixing).

4. ROOF TREATMENT:

- i. Anti-skid Kajaria Tiles over chemically, water proof and heat proof roof.

5. FLOORING:

- i. At all floors of flats including toilet and kitchen vitrified tiles (Kajaria/Marble).
- ii. GRANITE at stair, landing, risers.
- iii. Car parking floor tiles at ground (Kajaria).

6. DOOR AND WINDOWS:

- i. **Door frame:**

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- a. 4" x 2 1/2" Sal Wood Frame at all doors.
- b. 5 x 2 1/2" Sal Wood Frame at all main doors.

ii. **Main door:**

35 mm hot press phenol bonded flush door shutter.

Three nos good quality brass hinges one no.8" steel tower bolt, one no Godrej ultra lock three-in-one steel handle and one no. eye piece at main door, with one steel stopper and rubber buffer.

iii. **All door shutters:**

All 32mm thick hot pressed phenol bonded flush door shutters will be fitted with M.S. hinges and all godrej cylinder lock, handle and..... buffer and duly printed on both sides.

iv. **Window:**

All Aluminum sliding window with 5mm clear glass with alodized MS Grill.

7. **KITCHEN COUNTER:**

Black stone slab, 24' x 18" size stainless steel sink. Kitchen counter top granite. One nos. tap over the sink and one no tap under the sink, 3'-0" ht glazed tiles (kajaria) over counter. One Aqua guard point over sink.

One Chimney point, one light point, one 5 Amp point for mixi, one 15 Amp micro oven.

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8. Toilet: (2 nos. each of same fitting)

One white commode (Parry/Hindware) with toilet paper holder, one wall hanging or Pedestal white basin 20" x 16" with bottle trap, one overhead shower (Hot & Cold), one Commode shower beside commode, one tap over basin hot and cold, one no light point over basin, one Geyser point (15 Amp) and one exhaust-fan point, one hand shower, sliding glass for bathroom.

All inside water lines will be concealed.

One towel rod, (C.P.) one soap dish.

White glazed tiles (Kajaria) up to lintel height from the door.

9. ELECTRICAL:

Separate main switch (440V) for each flat in meter room.

Havell's wire and Havell's cover switch for each flat.

i. Bed Rooms:

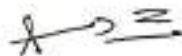
- a. Point for AC in all bed rooms.
- b. 2 light points.
- c. 1 fan point.
- d. 5A plug point.
- e. Foot lamp.
- f. Table lamp point.

ii. Living/Dining:

- a. 3 lights point.
- b. 2 no's AC point.
- c. 2 fan points.
- d. 1 TV point.
- e. 1 intercom point.
- f. 5 AMP on main switch board.
- g. 1 Telephone

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- iii. **Toilet:**
- a. 1 Nos. light point at wall.
 - b. 1 Nos. light point basin.
 - c. 1 Nos. 15 Amp. Plug.
 - d. Exhaust-fan point.
- iv. **Kitchen**
- a. 2 Nos. light points.
 - b. 1 No. 5Amp. Plug for Mixi.
 - c. 1 No. 5 Amp. Plug for Aqua Guard.
 - d. 1 No. 5 Amp plug for Chimney.
 - e. 1 No. 15 Amp. Plug for Micro Oven.
 - f. 1 No. 15 Amp. Plug point for Fridge.
 - g. 1 No. Fan point at ceiling.
- One calling bell point at outside of the main door.
Common light points at stair landing, roof, and at ground Floor.
- 1 light point and 5A plug at Balcony
10. At walls putty (Berger) of Flats.
Weather coat paint at outside wall. (Asian Paints Apex Ultima /Berger, Car Parking area.
Car parking area paint and stair area.
11. Tank O.H.W. over stair roof (R.C.C.).
 12. S.U.G.R. at ground.
 13. Rain water pipes from roof 9P.V.C.).
 14. One No. (5 pass) lift with fully automatic doors.
 15. Intercom system flat to flat and from Security Guard room.
 16. Close Circuit TV.
 17. Washing machine point with necessary fittings.
 18. One basin at living / Dining
 19. Extended window.



IN WITNESS WHEREOF both the parties having accustomed to the contents of this **Development Agreement** and abiding by all terms and conditions stretch their respective hand and sealed on this the day, month and year first above written.

WITNESSES:

Sachin kr. Das
1. SACHIN KUMAR DAS
13/H/13, Brahmfield Row
Kolkata - 700027

- Subir Ranjan Ghosh
- Pratik Ranjan Ghosh

For SMP INFRA PVT. LTD.

[Signature]
Authorized Signatory
SIGNATURE OF FIRST PARTY

For Prasanta Kumar Das
[Signature]
PRASANTA KR. DAS
Proprietor

2. Partho Sanyal Das
32, Old Ballygunge
1st Lane, Kol - 700019

SIGNATURE OF SECOND PARTY

As Per Available Documents
Supplied by the Parties Hereto

Drafted and Prepared By :

Debananda Majumdar
F/1819/1049/02008

Typed By : *[Signature]*
Advocate
ALIPORE POLICE COURT
KOLKATA - 700027

MEMO OF CONSIDERATION

RECEIVED the sum of Rs 8500000/- (Eighty Five Lakhs Rupees) only in full after deducting 10% TDS, total amounting to Rs7650000/- (Seventy six lakhs and fifty thousand only) from the Second Party/ Developer/Promoter by the First Part/ Owners in respect to aforesaid property Being KMC Premises No 1/378 Gariahat Road Kolkata-700068 vide KMC ASSESSMENT NO 210930404949 in the manner following:-

Date	Bank name & br.	Cheque /draft no/cash	Amount
12-06-23	B.O.B. Ballygunge	NEFT BARBY23163466461	1912500
12-06-23	" "	BARBY 23163469760	1912500
10-07-23	" "	BARBR23191062598	1912500
10-07-23	" "	BARBR23191071337	1912500

Total

Rs 7650000/-

(Seventy Six Lakhs Fifty


Thousand rupees)

WITNESSES:

1. Sachin Kumar Das
13/H/13, Braamfield Row
Kolkata - 700027

Subir Ranjan Ghatak
Prabin Ranjan Ghatak

For SMP INFRA PVT. LTD.


Authorised Signatory

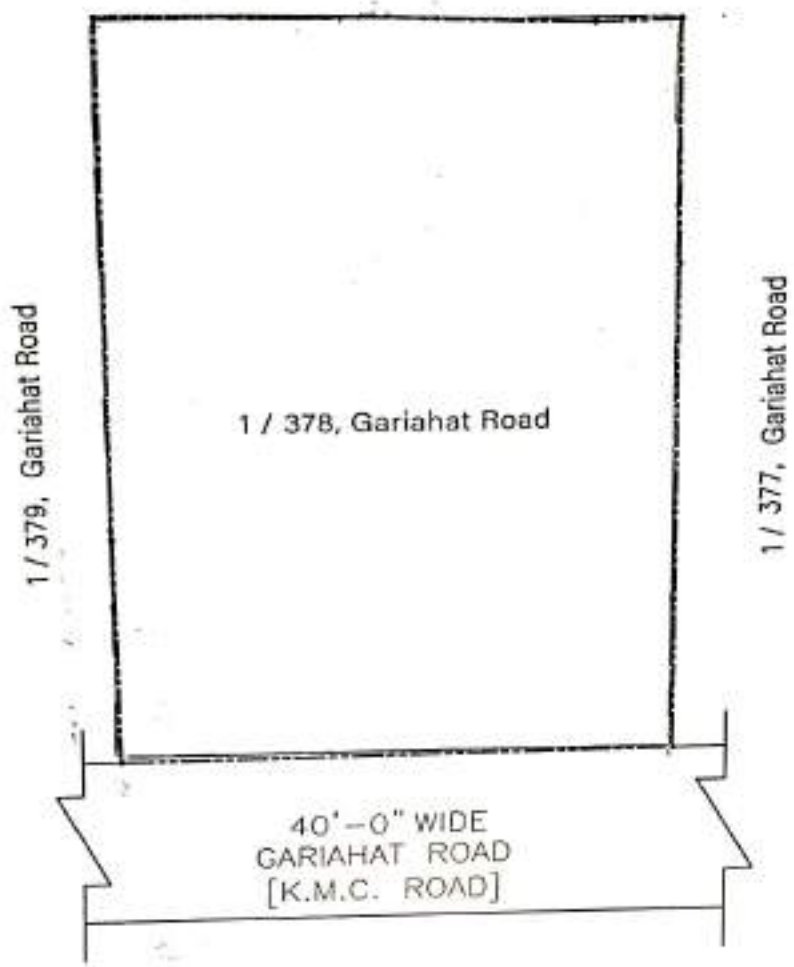
SIGNATURE OF THE FIRST PARTY/ OWNERS

2. Partho Sanyal Das
32, Old Ballygunge 1st
Lane, Kol - 700019

FOR PREMISES No. - 1/378, GARIAHAT ROAD, WARD NO. 093,
ROUGH - X, P.O. - JODHPUR PARK, KOLKATA - 700068, P. S. - LAKE.

AREA = 05 K - 03 CH - 21 SFT BORDERED RED
ASSESSOR NO. :- 210930404949

387, Gariahat Road



For **Prasanta Kumar Das**


Proprietor

Subir Ranjan Gutaraj
Prabir Ranjan Gutaraj

For **SMP INFRA PVT. LTD.**


Authorised Signatory

SIGNATURE OF OWNERS



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



100720232012401124

GRIPS Payment Detail

GRIPS Payment ID:	100720232012401124	Payment Init. Date:	10/07/2023 17:37:43
Total Amount:	159942	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	1782710130635	BRN Date:	10/07/2023 17:38:15
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr PRASANTA KUMAR DAS
Mobile: 9830244827

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240124011258	Directorate of Registration & Stamp Revenue	159942
Total			159942

IN WORDS: ONE LAKH FIFTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.
DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



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



192023240124011258

GRN Details

GRN:	192023240124011258	Payment Mode:	SBI Epay
GRN Date:	10/07/2023 17:37:43	Bank/Gateway:	SBIPay Payment Gateway
BRN :	1782710130635	BRN Date:	10/07/2023 17:38:15
Gateway Ref ID:	1360645209	Method:	Bank of Baroda NB
GRIPS Payment ID:	100720232012401124	Payment Init. Date:	10/07/2023 17:37:43
Payment Status:	Successful	Payment Ref. No:	2001695746/1/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr PRASANTA KUMAR DAS
Address:	32, OLD BALLYGUNGE 1ST LANE KOLKATA-700019
Mobile:	9830244827
Email:	prasantakumardas09@gmail.com
Period From (dd/mm/yyyy):	10/07/2023
Period To (dd/mm/yyyy):	10/07/2023
Payment Ref ID:	2001695746/1/2023
Dept Ref ID/DRN:	2001695746/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001695746/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2001695746/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	85021
			Total	159942

IN WORDS: ONE LAKH FIFTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.

PAID

Major Information of the Deed

Deed No :	I-1602-09870/2023	Date of Registration	12/07/2023
Deed No / Year	1602-2001695746/2023	Office where deed is registered	
Query Date	03/07/2023 12:56:25 PM	D.S.R. - II SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Raju Adhikari Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 7003084704, Status : Deed Writer		
Transaction	[0110] Sale, Development Agreement or Construction agreement	Additional Transaction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 85,00,000/-]
Set Forth value	Rs. 3/-	Market Value	Rs. 3,53,68,871/-
Stampduty Paid(SD)	Rs. 75,021/- (Article:48(g))	Registration Fee Paid	Rs. 85,053/- (Article:E, E, B, M(b), H)
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :



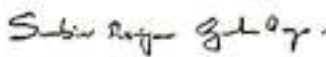


District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gariahat Road (South), Premises No: 1/378, Ward No: 093 Pin Code : 700068

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	5 Katha 3 Chatak 21 Sq Ft	1/-	3,26,28,371/-	Width of Approach Road: 40 Ft.,
Grand Total :				8.6075Dec	1 /-	326,28,371 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2030 Sq Ft.	1/-	13,70,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 1015 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 1015 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
S2	On Land L1	2030 Sq Ft.	1/-	13,70,250/-	Structure Type: Structure
Gr. Floor, Area of floor : 1015 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 1015 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		4060 sq ft	2 /-	27,40,500 /-	



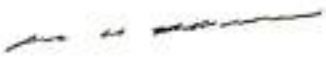



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	SUBIR RANJAN GUHA ROY Son of Late SISIR RANJAN GUHA ROY Executed by: Self, Date of Execution: 12/07/2023 , Admitted by: Self, Date of Admission: 12/07/2023 ,Place : Office	 12/07/2023	 LTI 12/07/2023	 12/07/2023
1/378A, GARIAHAT ROAD SOUTH, City:- , P.O:- JODHPUR PARK, P.S:-Lake, District:-South24-Parganas, West Bengal, India, PIN:- 700068 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx3N, Aadhaar No: 92xxxxxxxx4822, Status :Individual, Executed by: Self, Date of Execution: 12/07/2023 , Admitted by: Self, Date of Admission: 12/07/2023 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	PRABIR RANJAN GUHA ROY Son of Late SISIR RANJAN GUHA ROY Executed by: Self, Date of Execution: 12/07/2023 , Admitted by: Self, Date of Admission: 12/07/2023 ,Place : Office	 12/07/2023	 LTI 12/07/2023	 12/07/2023
1/378A, GARIAHAT ROAD SOUTH, City:- , P.O:- JODHPUR PARK, P.S:-Lake, District:-South24-Parganas, West Bengal, India, PIN:- 700068 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADxxxxxx1A, Aadhaar No: 49xxxxxxxx1291, Status :Individual, Executed by: Self, Date of Execution: 12/07/2023 , Admitted by: Self, Date of Admission: 12/07/2023 ,Place : Office				
3	SMP INFRA PRIVATE LIMITED MARSHAL HOUSE, 6TH FLOOR, 33/1, N S ROAD, City:- , P.O:- BURRABAZAR, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx3Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative			

Developer Details :

Name,Address,Photo,Finger print and Signature
M S PRASANTA KUMAR DAS
 B/13, RADHA KUMUD MUKHERJEE SARANI, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-
 Parganas, West Bengal, India, PIN:- 700019 , PAN No.: AGxxxxxx2A,Aadhaar No Not Provided by UIDAI, Status
 -Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	MANOJ KUMAR AGRAWALLA Son of S AGARWALA Date of Execution - 12/07/2023, , Admitted by: Self, Date of Admission: 12/07/2023, Place of Admission of Execution: Office	 <small>Jul 12 2023 2:12PM</small>	 <small>LTI 12/07/2023</small>	 12/07/2023
	PABITRA MOHAN MARG, TALEHAR TOWN AGARWAL, City:- , P.O:- MOHAN MARG, P.S:-ANGUL, District:-Anugul, Orissa, India, PIN:- 759101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AAxxxxxx9J, Aadhaar No: 84xxxxxxxx7502 Status : Representative, Representative of : SMP INFRA PRIVATE LIMITED (as DIRECTOR)			
2	Name	Photo	Finger Print	Signature
	PRASANTA KUMAR DAS (Presentant) Son of Late G C DAS Date of Execution - 12/07/2023, , Admitted by: Self, Date of Admission: 12/07/2023, Place of Admission of Execution: Office	 <small>Jul 12 2023 1:51PM</small>	 <small>LTI 12/07/2023</small>	 12/07/2023
	32, OLD BALLYGUGE 1ST LANE, City:- , P.O:- BALLYGUNGE, P.S:-Karaya, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGxxxxxx2A, Aadhaar No: 76xxxxxxxx4066 Status : Representative, Representative of : M S PRASANTA KUMAR DAS (as proprietor)			

Identifier Details :

Name	Photo	Finger Print	Signature
RAJU ADHIKARY Son of N ADHIKARY ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 12/07/2023	 12/07/2023	 12/07/2023
Identifier Of SUBIR RANJAN GUHA ROY, PRABIR RANJAN GUHA ROY, MANOJ KUMAR AGRAWALLA, PRASANTA KUMAR DAS			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	SUBIR RANJAN GUHA ROY	M S PRASANTA KUMAR DAS-2.86917 Dec
2	PRABIR RANJAN GUHA ROY	M S PRASANTA KUMAR DAS-2.86917 Dec
3	SMP INFRA PRIVATE LIMITED	M S PRASANTA KUMAR DAS-2.86917 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	SUBIR RANJAN GUHA ROY	M S PRASANTA KUMAR DAS-676.66666700 Sq Ft
2	PRABIR RANJAN GUHA ROY	M S PRASANTA KUMAR DAS-676.66666700 Sq Ft
3	SMP INFRA PRIVATE LIMITED	M S PRASANTA KUMAR DAS-676.66666700 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	SUBIR RANJAN GUHA ROY	M S PRASANTA KUMAR DAS-676.66666700 Sq Ft
2	PRABIR RANJAN GUHA ROY	M S PRASANTA KUMAR DAS-676.66666700 Sq Ft
3	SMP INFRA PRIVATE LIMITED	M S PRASANTA KUMAR DAS-676.66666700 Sq Ft

Endorsement For Deed Number : I - 160209870 / 2023

On 12-07-2023

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

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

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

Presented for registration at 12:53 hrs on 12-07-2023, at the Office of the D.S.R. -II SOUTH 24-PARGANAS by PRASANTA KUMAR DAS .

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 3,53,68,871/-

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

Execution is admitted on 12/07/2023 by 1. SUBIR RANJAN GUHA ROY, Son of Late SISIR RANJAN GUHA ROY, 1/378A, GARIAHAT ROAD SOUTH, P.O: JODHPUR PARK, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700068, by caste Hindu, by Profession Retired Person, 2. PRABIR RANJAN GUHA ROY, Son of Late SISIR RANJAN GUHA ROY, 1/378A, GARIAHAT ROAD SOUTH, P.O: JODHPUR PARK, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700068, by caste Hindu, by Profession Retired Person

Indetified by RAJU ADHIKARY, , , Son of N ADHIKARY, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

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

Execution is admitted on 12-07-2023 by MANOJ KUMAR AGRAWALLA, DIRECTOR, SMP INFRA PRIVATE LIMITED MARSHAL HOUSE, 6TH FLOOR, 33/1, N S ROAD, City:- , P.O:- BURRABAZAR, P.S:-Burrobazar, District:-Kolkata, West Bengal, India, PIN:- 700001

Indetified by RAJU ADHIKARY, , , Son of N ADHIKARY, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Execution is admitted on 12-07-2023 by PRASANTA KUMAR DAS, proprietor, M S PRASANTA KUMAR DAS, 8/13, RADHA KUMUD MUKHERJEE SARANI, City:- , P.O:- BALLYGUNGE, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by RAJU ADHIKARY, , , Son of N ADHIKARY, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 85,053.00/- (B = Rs 85,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 85,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/07/2023 5:38PM with Govt. Ref. No: 192023240124011258 on 10-07-2023, Amount Rs: 85,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 1782710130535 on 10-07-2023, Head of Account 0030-03-104-001-16

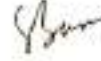
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 292352, Amount: Rs.100.00/-, Date of Purchase: 10/07/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/07/2023 5:38PM with Govt. Ref. No: 192023240124011258 on 10-07-2023, Amount Rs: 74,921/-, Bank: SBI EPay (SBIPay), Ref. No. 1782710130635 on 10-07-2023, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 335592 to 335647

being No 160209870 for the year 2023.



Suman

Digitally signed by Suman Basu
Date: 2023.07.14 13:50:08 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 2023/07/14 01:50:08 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)