

10/08/23

I-10/21/23



W 670143

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

17/08/2023  
 Q-2002987812/2023

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

District Sub-Registrar-IV  
 Registrar U/S 7 (2) of  
 Registration 1908  
 Alipore, South 24 Parganas  
 17 AUG 2023

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made on 17<sup>th</sup> day  
 of August 2023 (Two Thousand Twenty Three) BETWEEN

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10/08/2023  
 Q-2002987812/2023

17067

26 JUL 2023

No.....Rs. 1000/- Date.....

Name : .....

Address : .....

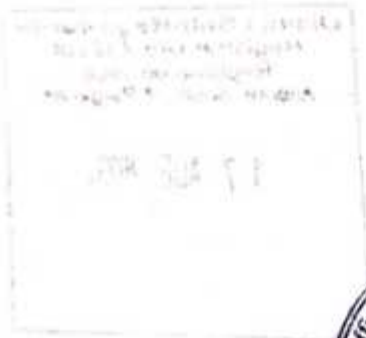
Vendor : Subhankar Das  
Alipore Collectorate, 24 Pgs (South)

**SUBHANKAR DAS**  
STAMP VENDOR  
Alipore Police Court, Kol-27

Satyaj Gupta  
Advocate  
Alipore Judge's Court  
Kolkata-27

17067 = 1000/-

SHREE NIL MADHAV CO  
under Companies Act  
registered office  
Behala, Kol  
Direct



THIS DEVELOPMENT  
IS THE PROPERTY OF THE DISTRICT SUB-REGISTRAR IV  
ALIPORE, SOUTH 24-PARGANAS, WEST BENGAL.



**SHREE NIL MADHAV CONSTRUCTION PVT. LTD.**, a Company incorporated under Companies Act 1956, having its **Pan Card No. AASCS2236B**, having its registered office at 54A, Raja Ram Mohan Roy Road, P. O. Paschim Putiary, P. S. Behala, Kolkata - 700 041, District - 24 Parganas (South), represented by one of its **Director Sri Baidya Nath Adhikary**, son of Late Miru Adhikary, by Nationality - Indian, by faith - Hindu, by occupation - Business, having **Pan Card No. AUHPA2892D & Aadhaar Card No. 7358 9022 4872**, residing at 139, Mahatma Gandhi Road, P. O. Paschim Putiary, P. S. Thakurpukur now Haridevpur, Kolkata - 700 041, District - 24 Parganas (South), hereinafter called and referred to as the **"OWNER"** (Which expression shall unless excluded by or repugnant to the context be deemed to included its successors and assigns) of the **FIRST PART**.

- AND -

**SURESH AGARWAL, H. U. F.**, having its **Pan Card No. AAVHS4890P**, having its office at 369A, Pasupati Bhattacharjee Road, P. O. Paschim Putiary, P. S. Behala, Kolkata - 700 041, District - 24 Parganas (South), represented by its **Karta Sri Suresh Agarwal**, son of Late Dwarka Prasad Agarwal, by Nationality - Indian, by faith - Hindu, by occupation - Business, having **Pan Card No. ADAPA8037G & Aadhaar Card No. 2424 4991 1041**, residing at 369A, Pasupati Bhattacharjee Road, P. O. Paschim Putiary, P. S. Behala, Kolkata - 700 041, District - 24 Parganas (South), hereinafter called and referred to as the **"DEVELOPER / BUILDER"** (Which expression shall unless excluded by or repugnant to the context be deemed to included its executors, successors-in-office, legal representatives and assigns) of the **OTHER PART**.

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**WHEREAS** M/s. K. D. Enterprise, Partnership Firm, having its office at 109, Putiary Panchanantala Road, P. S. Thakurpukur now Haridevpur, Kolkata - 700 041, District - 24 Parganas (South), represented by its Partners namely (1) Sri Khokan Mondal, son of Sri Nepal Chandra Mondal, residing at 31, Mahatma Gandhi Road, P. S. Thakurpukur now Haridevpur, Kolkata - 700 082, District - 24 Parganas (South), and (2) Sri Dinesh Chandra Das, son of Sri Anath Bandhu Das, residing at 529/H, Mahatma Gandhi Road, P. S. Thakurpukur now Haridevpur, Kolkata - 700 082, District - 24 Parganas (South), by virtue of a Deed of Conveyance dated 2<sup>nd</sup> July 2012, registered in the office of the District Sub-Registrar - II, Alipore, and registered in Book No. I, CD Volume No. 9, Page from 5782 to 5798, Being No. 07314 for the year 2012, for valuable consideration mentioned therein purchased an area of bastu land measuring more or less 3 (Three) Cottahs 12 (Twelve) Chittaks out of 91 Decimals, together with all easement rights, benefits, privileges, powers, easements, right of way, liberties attached thereto, appertaining to Mouza - Sirity, J. L. No. 11, R. S. No. 186, Touzi No. 3, Part of R. S. & L. R. Dag No. 644, under R. S. Khatian No. 47, within A. D. S. R. Office - Behala, D. S. R. Office - II, Alipore now D. R. Office - Alipore, under the Kolkata Municipal Corporation (S. S. Unit), Ward No. 115, Part of Premises No. 37D/1, Karunamayee Ghat Road, P. S. Behala then Thakurpukur now Haridevpur, Kolkata - 700.082, District - 24 Parganas (South), from the erstwhile owners (1) Smt. Renuka Das, wife of Sri Badal Chandra Das, and (2) Sri Tutun Das, son of Sri Badal Chandra Das, residing at 37F, Karunamayee Ghat Road, P. S. Thakurpukur, Kolkata - 700 082, District - 24 Parganas (South).

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**AND WHEREAS** after purchasing said M/s. K. D. Enterprise mutated and recorded its names in Assessment Register of the Kolkata Municipal Corporation which has been separately assessed Premises No. 37D/1A, Karunamayee Ghat Road, Assessee No. 41-115-05-1141-4, and has been taxes to the concern authority regularly and enjoying the same peacefully without any interruption and disturbances from others and exercising all rights of ownership thereto free from all encumbrances.

**AND WHEREAS** while in peaceful possession and occupation thereof said M/s. K. D. Enterprise, represented by its Partners namely Sri Khokan Mondal and Sri Dinesh Chandra Das, due to various reasons by virtue of a Deed of Conveyance dated 31<sup>st</sup> January 2022, registered in the office of the District Sub-Registrar - III, Alipore, and registered in Book No. I, Volume No. 1603-2022, Page from 117461 to 117491, Being No. 160301369, for the year 2022, for valuable consideration mentioned therein sold, transferred, conveyed and assigned the aforesaid 3 (Three) Cottahs 12 (Twelve) Chittaks land, unto and in favour of Shree Nil Madhav Construction Pvt. Ltd., Vendor herein.

**AND WHEREAS** after purchasing said Shree Nil Madhav Construction Pvt. Ltd. mutated and recorded its names in Assessment Register of the Kolkata Municipal Corporation which has been assessed Premises No. 37D/1A, Karunamayee Ghat Road, Assessee No. 41-115-05-1141-4, and has been taxes to the concern authority regularly and enjoying the same peacefully without any interruption and disturbances from others and exercising all rights of ownership thereto free from all encumbrances.

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**AND WHEREAS** said Shree Nil Madhav Construction Pvt. Ltd. also mutated and recorded its name before the concerned Block Land & Land Reforms Office and its name has been recorded in L. R. Khatian No. 2036 and finally published the record-of-rights in the name of said Shree Nil Madhav Construction Pvt. Ltd..

**AND WHEREAS** said Shree Nil Madhav Construction Pvt. Ltd., Owner herein, decided to develop the land mentioned in the schedule "A" hereunder written but due to want of requisite fund and lack of technical knowledge and men power, the Owner is not in a position to undertake the said project of development of the said land and approached the Developer herein to develop the land by construction of a multi storeyed new building comprising several flats / office / shops / car parking spaces on the said plot of land.

**AND WHEREAS** the Owner herein engage or appoint the Developer herein to complete the construction of the proposed building as per the building plan to be sanctioned by the Kolkata Municipal Corporation including all revised building plan, supplementary or revised building plan as the case may be.

**AND WHEREAS** the Developer took inspection of the said property and has checked all the documents with respect to the property and is satisfied with the same and agrees to take the responsibility for development of the land mentioned in the schedule "A" hereunder written at its own costs without any deviation or violation as per the terms and conditions contained hereunder and to avoid all future disputes and differences, this agreement for development is entered into between the parties on the following terms and conditions:-

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1. That the land Owner above named hereby declare that the land Owner is the sole and absolute owner of the property described in Schedule "A" hereunder written free from all encumbrances, attachments, charges, liens, lispens, suits or proceedings in any manner whatsoever and the Owner have good right, full power and absolute legal authority to enter into this Agreement for Development and also to settle the terms and conditions of this Agreement as referred herein.
2. The Owner hereby declare that they have not done any thing nor entered into any agreement or understanding for construction or development with any one, whereby the said premises / property has been encumbered in any way or by reason whereof the Owner is prevented from entering in this instant agreement for development and construction of the said property. The Owner hereby further declare that the said property / premises is not the subject matter of any mortgage, suits, liens, attachments, charges or any lispens or any proceeding pending against the said property in any Court of Law.
3. That on execution of these presents the Owner shall not transfer, alienate or encumber the said property for development and shall not cause any obstruction, hindrance and interference in any type of manner during the construction, erection and completion of said new building in accordance with sanctioned building plan, save and except as per provision of the law.
4. That the Owner shall hand over vacant khas possession of the property mentioned in the Schedule "A" hereunder written before the commencement of the construction work. However, the Developer shall issue written notice in

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favour of the owner herein 30 days prior to commencement of the construction work at the said property.

5. That the Owner hereby grants exclusive right and authority for development of the said property in favour of the Developer subject to the performances of the terms, conditions, stipulations and respective obligations on the part of the Developer contained in this agreement.
6. The Developer hereby undertake to complete the construction of the proposed building within **24 (Twenty Four) months** after obtaining the sanction plan from Kolkata Municipal Corporation and also after hand over vacant khas possession to the Developer and as per the specification annexed to this agreement marked annexure to this agreement. A grace period of 6 (Six) months will be permitted in case of any unavoidable circumstances
7. That the Developer further undertakes to complete the construction of the proposed multi storeyed building with all standard building materials and shall complete the construction of the proposed multi storeyed building as per the sanctioned building plan within a period of **24 (Twenty Four) months** from the date of obtaining the sanctioned building plan from Kolkata Municipal Corporation and also after hand over vacant khas possession to the Developer, whichever is later. It is recorded that time is the essence of this agreement under any circumstances and whatsoever reason.
8. That the Owner shall pay arrears of property taxes and other imposition in respect of the property mentioned in the schedule "A" below till the date

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execution of this Development Agreement and the Developer shall be liable to pay the property taxes and imposition till completion of building.

9. That the Developer further undertake to engage a competent or qualified Architect, L.B.S. , Engineer, Supervisor, Surveyor, labour, contractor, guards, plumber, electrician and such other person or persons for the purpose of construction of the proposed building and shall pay or bear their remunerations, fees, wages, salaries etc. and shall keep the Owner harmless and indemnified against all third party claim.
10. That the Developer shall purchase or procure all standard building materials, cement, steel, iron, stone-chips, sands, bricks and all required building materials, electrical equipments and devices plumbing materials and shall pay or bear all costs on such account and the Owner shall not in any way liable to pay any costs or price for construction of the proposed building.
11. That it is further agreed and understood by and between the parties herein that the Developer shall appropriate the sale proceeds of the scrap building materials and debris in which the Owner shall have no share and simultaneously the Owner shall have no responsibility to bear any costs for demolition of the existing structure on the said property.
12. Built Up / Covered Area Shall mean area of a flat including wall, cupboard, pillars, loft, flower bed, lift, staircase and lobby and Super Built Up Area shall mean built up area + covered area plus twenty five percent area on built up area / covered area of a flats shops and car parking spaces.

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13. That the **Owner will get 50%** built up area of 1<sup>st</sup> floor to 3<sup>rd</sup> floor flats and **50%** built up area of ground floor office and car parking space of proposed G+III storeyed building as per sanctioned building plan of Kolkata Municipal Corporation and **rest 50%** built up area of proposed G+III storeyed building as per sanctioned building plan of Kolkata Municipal Corporation will be the **Developer allocated portion.**
14. In consideration, the Developer having agreed to build and complete in all respects the Owner allocation and the developer further agrees to pay a sum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs)** only as refundable money / security deposit to the Owner, besides the Owner's allocation referred to above.
15. The Developer shall pay a sum of **Rs. 1,00,000/-(Rupees One Lakh)** only at the time of execution and registration of Development Agreement and Power of Attorney and **Rs. 14,00,000/-(Rupees Fourteen Lakhs)** only within 15 (Fifteen) days from the date of execution and registration of Development Agreement.
16. That the Owner shall refund the said security deposit of **Rs. 15,00,000/- (Rupees Fifteen Lakhs)** only to the Developer at the time of handover of possession of Owner allocation.
17. That it is further agreed and understood by and between the parties herein that if the Developer is prevented due to any sufficient cause beyond its control namely any act of God, Earth-Quake, Corona Virus or any Order of Court of Law or due to any of the statutory embargo in that case the effected

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period shall be extended without any penal compensation to the Owner, save and except as per provision of law.

18. Time for handing over the Owner allocation as contained above shall be deemed to be the essence of this Agreement. If the Developer fails and neglects to handover the Owner allocation as above or within such period as may be agreed in writing by the Owner and such default continues for a period exceeding six months, the Owner shall in that event have the right to take necessary steps.
19. That besides the aforesaid Owner allocation in the proposed building the developer shall retain or shall have the exclusive right to commercially deal with the remaining flats, office, shops, car parking spaces or saleable space of the sanctioned building plan of the premises, the remaining portion or constructed area are fully and particularly referred hereunder as developers' allocation such as described in the Schedule "C" hereunder written.
20. That the Developer shall pay or bear the costs for construction of the common areas and facilities in the proposed building, the description of such common areas and facilities in the proposed building are fully and particularly referred in the Schedule "D" hereunder written.
21. That the Owner hereby agree and undertake to sign and execute all letters, papers, receipts, documents, declarations, forms, applications, or any other paper or papers documents if required by the Developer for the purpose of obtaining the sanctioned building plan from the Kolkata Municipal Corporation or to any other statutory authority and the Developer shall bear all costs on such account.

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22. That it is also agreed and understood by and between the parties that the Developer shall have right and authority to receive booking money, earnest money, consideration money of the Developer's allocated portion in the proposed building as referred in the Schedule "C" hereunder in order to raise funds and / or to meet up the costs or construction of the building, the Owner be in any event shall not be liable to pay and bear or refund any such booking money, earnest money, and / or consideration money and similarly the Owner shall have right and authority to receive booking money, earnest money, consideration money of the Owners' allocated portion in the proposed building, the Developer be in any event shall not be liable to pay and bear or refund any such booking money, earnest money, and / or consideration money for Owners' allocated portion.
23. That the Owner shall have the right to take inspection and shall engage supervisors, engineers, labours or lawyers of the said owner allocation during the period of construction to ascertain or verify the nature of construction and the quality of building materials to be used by the Developer but under no circumstances the Owner shall be entitled to cause any hindrance obstruction or interference in the matter of construction of the building if the Developer proceeds with the construction in terms of the building plan to be sanctioned by K.M.C. and the specification of the building materials as annexed to this agreement.
24. That it is further agreed and understood by and between the parties herein that the Developer shall not entertain any complain regarding the nature of

Contd. Page-12



construction made or finishing or measurement of the flats / office / car parking spaces / shops to be allotted to the Owner after delivery of possession of the said flats / office / car parking spaces / shops of the Owner allocation. However if any problem is faced within the first three months of handing over possession, the developer shall set right such defects at developer's own cost and expenses.

25. That the Developer shall have the exclusive right and authority to publish any advertisement in any newspaper or advertising agency to draw the attention of the prospective purchasers / buyers for developer allocation at developer's own cost and expenses.
26. That the parties hereby further agree and undertake to sign, execute and register any other documents, agreement forms, applications if required, to meet up any statutory restrictions, liabilities, dues, demands or any other supplementary agreement considering the facts and circumstances subsequent thereto, save and except as per provision of law.
27. That the Owner hereby agree and undertake to sign, execute and register all letters, papers, receipts, forms, documents, applications, agreement for sale, deed of conveyance / conveyances from time to time as the developer may require on such account for the purpose of construction and / or to deal with the developer's allocated portion in the said building and the Owner further agree and undertakes to appear before all Municipal Authorities, Statutory bodies, and / or any other court or government office or offices, District Registrar, Sub-Registrar to facilitate the construction of the proposed building at the cost and expenses of the developer herein.

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28. The Owner shall authorize and empower the Developer and / or execute the necessary Power of Attorney and other authorities in favour of the Developer or his representatives authorizing and empowering the Developer to represents the Owner before all Municipal Authorities, Fire Brigade Authorities, Police Authorities, Urban Land Ceiling Department and other Government authorities and bodies and make and sign all applications, papers and documents in connection with Developing the said property and construction of the building in terms if these presents.
29. That the Owner further agree and undertake to sign, execute and register a Power of Attorney in favour of the Developer or any of his nominee and the Developer shall pay or bear all such costs for execution and registration of the said Power of Attorney so that the Developer may complete the construction of the proposed building and to represent the Owner smoothly.
30. That the Owner further agree with the Developer that each flat or unit shall have separate meter only and the cost of the separate meter and common meter charges along with security deposit (if any) shall be borne by the individual flat Owner. Any addition or alteration in the flat shall be subject to approval of the Architect and the requisite costs shall be borne by the flat Owner or shall be borne by the purchaser in advance to the Developer. Any extra work should be treated with extra work rate, which will be settled as per the present market rate. For all purposes during and after construction of Owners' flats as stated herein elsewhere shall be liable for individual flats.

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31. The Owner is not liable for any Income Tax, GST and Capital gain tax or any others tax for developer allocated portion and similarly the developer is not liable for any Income Tax, GST and Capital gain tax or any others tax for Owners allocated portion.
32. Immediately after sanction of building plan, the developer shall submit a photo copy of the sanctioned plan to the owner and after getting plan both owner and developer the mutually decided their share of allocation and execute a supplementary Development Agreement in respect of their allocation and that supplementary Development Agreement will be treated as part of this Development Agreement and bindings on the parties herein.
33. That the Owner the shall handover all original relevant documents and papers in respect of property mentioned in schedule "A" below to the Developer at the time of execution of this Agreement for Development and Developer shall return the same to the Owner or Flat Owners' Association after completion of building and total sell of Developer's allocated portion.
34. That both the parties and their legal representatives bound by the terms and condition of this Agreement for Development.
35. That this Agreement for Development is made by and between the parties herein in good faith and trust and after having been read and understood well and agreed by both parties. The both parties hereby affirm and undertake to comply with the terms and conditions of this Agreement for Development faithfully in presence of the following witnesses.

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**SCHEDULE "A" ABOVE REFERRED TO**

ALL THAT piece or parcel of bastu land measuring more or less 3 (Three) Cottahs 12 (Twelve) Chittaks, together with cemented floor tile shed structure measuring more or less 100 Sq. ft., together with all easement rights, benefits, privileges, powers, easements, right of way, liberties attached thereto, appertaining to Mouza - Sirity, J. L. No. 11, R. S. No. 186, Touzi No. 3, Part of R. S. & L. R. Dag No. 644, under R. S. Khatian No. 47, L. R. Khatian No. 2036, within A. D. S. R. Office - Behala, D. S. R. Office - II, Alipore now D. R. Office - Alipore, under the Kolkata Municipal Corporation (S. S. Unit), Ward No. 115, Premises No. 37D/1A, Karunamayee Ghat Road, Assessee No. 41-115-05-1141-4, P. S. Behala then Thakurpukur now Haridevpur, Kolkata - 700 082, District - 24 Parganas (South), which is butted and bounded in manner followings:-

- On the North : By 12' Ft. Wide K. M. C. Road.
- On the South : By 8' Ft. Wide K. M. C. Road.
- On the East : By Land of Mr. Badal Chandra Das.
- On the West : By Premises No. 37D/1, Karunamayee Ghat Road.

**SCHEDULE "B" ABOVE REFERRED TO**  
**(OWNERS' ALLOCATION)**

The Owner will get 50% built up area of 1<sup>st</sup> floor to 3<sup>rd</sup> floor flats and 50% built up area of ground floor office and car parking space of proposed G+III storeyed building as per sanctioned plan of Kolkata Municipal Corporation along with common facilities more fully described in Schedule "D" written hereunder, together with proportionate undivided share of land.

Contd. Page-16



**SCHEDULE "C" ABOVE REFERRED TO**  
**(DEVELOPER'S ALLOCATION)**

**ALL THAT** remaining portions of 50% built up area of proposed G+III storeyed building consisting flats, office and car parking spaces, save and except the Owner Allocation, along with other common facilities and proportionate share of land attributed to the Developer's Allocated portion.

**SCHEDULE "D" ABOVE REFERRED TO**  
**(COMMON AREAS AND FACILITIES)**

**ALL THAT** the following portions shall be treated as common areas and facilities 1) Main Entrance Gate, 2) Passage, 3) Overhead water reservoir and the supply water line, 4) Underground water reservoir and water line from reservoir to overhead tank, 5) Rain Water Pipeline, 6) Soil Pipe lines and sewerage tanks (if any), 7) Meter Space and installation of the meters, 8) Boundary wall 9) Stair : Stair Case with handrails, Stair landings, 10) Drainage, 11) Earth pits and other earthing requirements and all other common areas and facilities 12) ultimate roof, 14) lift and lift machine room.

**SCHEDULE "E" ABOVE REFERRED TO**  
**(Specifications of the Proposed Building)**

**R. C. C. STRUCTURE AS PER DESIGN**

**SURFACE FINISH:**

Outside surface sand-cement plaster with durable weather coat paint, inside surface sand-cement plaster of paris finish.

Contd. Page-17

## **FLOORING**

Vitrified tiles (2' X 2') with skirting and margin in the bedroom, living cum dining, verandah, toilets and kitchen. In marble flooring with skirting and margin on stairs and lobbies.

## **DOORS**

Flush doors in the main entrance as well as bedrooms to be hang on thick sal wood frame and PVC doors and frame will be fix in bathrooms.

## **WINDOWS:-**

Aluminum sliding windows with glass panel having integrated grill will be provided.

## **KITCHEN:**

Cooking platform will be 18 in. / 6' ft of Granite top and 2' ft high porcelain tiles will be provided along with one steel sink with pillar cock will be provided.

## **TOILETS:**

1. Concealed internal cold and hot water lines within G.I / HDPE pipes and fittings, geyser point will be provided.
2. Porcelain white European style commode with cistern and commode shower.
3. 1 shower, 2 taps of C.P. fittings (3-in-1 mixture fittings in bath room).
4. Porcelain white hand wash basin with pillar cock.
5. 7' ft high white porcelain tiles at the wall and PVC door.

## **PLUMBING & DRAINAGE:**

1. Necessary drain, sewer lines, inspection pits whichever necessary duly connected to the septic tank.

Contd. Page-18

2. Water pump with motor of requisite capacity.
3. PVC rain water pipes for roof under disposal.

**PAINTING:**

Weather coat paint will be used on outside walls and inside wall will be finished upto plaster of paris.

**ELECTRIFICATION:**

1. Concealed wiring with copper cable built with switchboard with modular switches will be provided.
2. 3 light points, 1 fan point 2 plug point (15 Amp.) , 1 A.C. point in each bed room , 3 light points, 2 fan points and 2 plug points in each living cum dining room ( 15 Amp.)
3. 1 light point, 1 exhaust fan point, 1 aqua guard point and 1 power point in kitchen.
4. 1 light point, 1 exhaust fan point, 1 fan point and 15 Amp Geyser point in each toilet.

**LIFT:** one lift (4 capacity passengers):

**WATER SUPPLY:**

Water will be provided through K.M.C water supply, One set of underground and overhead reservoir will be provided on the ultimate roof and electric pump will fetch the water from ground to roof water reservoir.

**NOTE:**

For any extra work other than the specifications the individuals have to bear the extra cost and / or difference of cost.

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IN WITNESSES WHEREOF the Parties have set and subscribed their respective hands and seals this day, month and year first above written.

SIGNED, SEALD AND DELIVERED  
IN THE PRESENCE OF WITNESSES:-

- 1. *Amresh Sen*  
Alipore, Judges Court  
Kolkata - 700029
- 2. *Chiranjit Mondal*  
123/1, Ishan Ghosh Road,  
Kolkata - 700008

Shree Nil Madhav Construction Pvt. Ltd.  
*Baidya* *holy Adhikary*  
Director

\_\_\_\_\_  
Signature of the Owner

SURESH AGARWAL H.U.F  
*सुरेश अग्रवाल*  
Karta

\_\_\_\_\_  
Signature of the Developer

Prepared & Drafted by me  
*Sangam Ghosh*  
Advocate  
Judges Court, Alipore  
Kolkata - 700 027

Case NO. WB/123/2003

Contd. Page-20

**MEMO OF RECEIPT**

RECEIVED of and from the within named **DEVELOPER** the within mentioned a sum of Rs. 1,00,000/- (Rupees One Lakh) only as per terms of this development agreement as per Memo below.

By Cheque

1,00,000/-

(Rupees One Lakh Only)

1,00,000/-

**WITNESSES:**

1. *Dainavash Shae.*

2. *Chiranjit Mondal*

Shree Nil Madhav Construction Pvt. Ltd.

*Baidya Kishor Adibax*  
Director

\_\_\_\_\_  
Signature of the Owner

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



192023240172503528

GRN Details

GRN:	192023240172503528	Payment Mode:	SBI Epay
GRN Date:	16/08/2023 19:10:29	Bank/Gateway:	SBIePay Payment Gateway
BRN :	7060513358720	BRN Date:	16/08/2023 19:10:52
Gateway Ref ID:	232287497039	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	160820232017250351	Payment Init. Date:	16/08/2023 19:10:29
Payment Status:	Successful	Payment Ref. No:	2002087612/7/2023

[Query No\*/Query Year]

Depositor Details

Depositor's Name: Mr SANAJY GUPTA  
Address: 350/A ROY BAHADUR ROAD KOLKATA 700053  
Mobile: 9433108209  
Period From (dd/mm/yyyy): 16/08/2023  
Period To (dd/mm/yyyy): 16/08/2023  
Payment Ref ID: 2002087612/7/2023  
Dept Ref ID/DRN: 2002087612/7/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002087612/7/2023	Property Registration- Stamp duty	0030-02-103-003-02	6021
2	2002087612/7/2023	Property Registration- Registration Fees	0030-03-104-001-16	1021
			<b>Total</b>	<b>7042</b>

IN WORDS: SEVEN THOUSAND FORTY TWO ONLY.



Government of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Assessment Slip

Query No / Year	2002087612/2023	Office where deed will be registered
Query Date	15/08/2023 10:09:55 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	SANJAY GUPTA ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7003816403, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 1,00,000/-]	
Set Forth value	Market Value	
	Rs. 38,74,499/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 7,021/- (Article:48(g))	Rs. 1,021/- (Article:E, E, B)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 1,000/-
Remarks		

**Land Details :**

District: South 24-Parganas, Thana: Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Karunamayee Ghat Road, , Premises No: 37D/1A, , Ward No: 115, Pin Code : 700082

Sch No	Plot Number	Khatian Number	Land Use/ROR Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 12 Chatak		38,47,499/-	Width of Approach Road: 12 Ft.
Grand Total :				6.1875Dec	0 /-	38,47,499 /-	

**Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	0/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	0 /-	27,000 /-	



Query No: 2002087612 of 2023, Printed On : Aug 16 2023 7:02PM, Generated from wtregistration.gov.in

**Lord Details :**

Name & address	Status	Execution Admission Details :
SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED ( Private Limited Company ) 54A, RAJA RAM MOHAN ROY ROAD, City:- , P.O:- PASCHIM PUTIARY, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 PAN No. AAxxxxxx6B, Aadhaar No Not Provided by UIDAI Status : Organization, Executed by: Representative	Organization	Executed by: Representative

**Developer Details :**

SI No	Name & address	Status	Execution Admission Details :
1	SURESH AGARWAL HUF ( HUF ) ,369A, PASUPATI BHATTACHARJEE ROAD, City:- , P.O:- PASCHIM PUTIARY, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 PAN No. AAxxxxxx0P, Aadhaar No Not Provided by UIDAI Status : Organization, Executed by: Representative	Organization	Executed by: Representative

**Representative Details :**

SI No	Name & Address	Representative of
1	Shri BAIDYA NATH ADHIKARY Son of Late MIRU ADHIKARY 139, MAHATMA GANDHI ROAD, City:- , P.O:- PASCHIM PUTIARY, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AUxxxxxx2D, Aadhaar No.: 73xxxxxxxx4872	SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)
2	Shri SURESH AGARWAL Son of Late DWARKA PRASAD AGARWAL 369A, PASUPATI BHATTACHARJEE ROAD, City:- , P.O:- PASCHIM PUTIARY, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADxxxxxx7G, Aadhaar No.: 24xxxxxxxx1041	SURESH AGARWAL HUF

**Identifier Details :**

Name & address
Mr ABINASH SAHU Son of Shri CHANDAN SAHU 350/B ROY BAHADUR ROAD, City:- , P.O:- NEW ALIORE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, Identifier Of Shri BAIDYA NATH ADHIKARY, Shri SURESH AGARWAL

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED	SURESH AGARWAL HUF-6.1875 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED	SURESH AGARWAL HUF-100 Sq Ft



Query No: 2002087612 of 2023, Printed On : Aug 16 2023 7:02PM, Generated from wbregistration.gov.in



Owner and Land or Building Details as received from KMC :

Sl. No.	Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
1	Assessment No. : 411150511414 Premises No. : 37D/1A Ward No. : 115 Street Name : KARUNAMAYEE GHAT ROAD	Reference Deed No. : I-07314 Date of Registration. : Jul 02, 2012 Office Where Registered : DSR1124PRGN	Owner Name : SHREE NIL MADHAV CONSTRUCTION PVT.LTD., (DIRECTORS OF BAIDYANATH ADHIKARY) Owner Address : 54A RAJA RAM MOHAN ROY ROAD , KOLKATA Pin No. : 700041	Character of Premises: Vacant Land Total Area of Land: 3 Cottah, 12 Chatak,

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 14-09-2023) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 14-09-2023)
3. Standard User charge of Rs. 300/-(Rupees Three hundred) only includes all taxes per document upto 17 (seventeen) pages and Rs 9/- (Rupees Nine) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
11. This eAssessment Slip can be used for registration of respective deed in any of the following offices:  
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - I I SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



Query No: 2002087612 of 2023, Printed On : Aug 15 2023 10:10PM, Generated from wbregistration.gov.in

## Major Information of the Deed

Deed No :	I-1604-10121/2023	Date of Registration	17/08/2023
Query No / Year	1604-2002087612/2023	Office where deed is registered	
Query Date	15/08/2023 10:09:55 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SANJAY GUPTA ALIPORE JUDGES COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7003816403, 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 : 1,00,000/-]		
Set Forth value	Market Value		
	Rs. 38,74,499/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 1,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Karunamayee Ghat Road, , Premises No: 37D/1A, , Ward No: 115 Pin Code : 700082

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	3 Katha 12 Chatak		38,47,499/-	Width of Approach Road: 12 Ft.,
<b>Grand Total :</b>				6.1875Dec	0/-	38,47,499/-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq FL	0/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>100 sq ft</b>	<b>0/-</b>	<b>27,000/-</b>	

**Lord Details :**

Name,Address,Photo,Finger print and Signature

**SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED**  
 54A, RAJA RAM MOHAN ROY ROAD, City:- , P.O:- PASCHIM PITIARY, P.S:-Behala, District:-South 24-  
 Parganas, West Bengal, India, PIN:- 700041 , PAN No.:: AAxxxxxx6B,Aadhaar No Not Provided by UIDAI, Status  
 :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

SI No Name,Address,Photo,Finger print and Signature

1 **SURESH AGARWAL HUF**  
 369A, PASUPATI BHATTACHARJEE ROAD, City:- , P.O:- PASCHIM PUTIARY, P.S:-Behala, District:-South 24-  
 Parganas, West Bengal, India, PIN:- 700041 , PAN No.:: AAxxxxxx0P,Aadhaar No Not Provided by UIDAI, Status  
 :Organization, Executed by: Representative

**Representative Details :**

SI No Name,Address,Photo,Finger print and Signature

SI No	Name	Photo	Finger Print	Signature
1	<b>Shri BAIDYA NATH ADHIKARY</b> Son of Late MIRU ADHIKARY Date of Execution - 17/08/2023, , Admitted by: Self, Date of Admission: 17/08/2023, Place of Admission of Execution: Office			  17/08/2023




139, MAHATMA GANDHI ROAD, City:- , P.O:- PASCHIM PUTIARY, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AUxxxxxx2D, Aadhaar No: 73xxxxxxxx4872 Status : Representative, Representative of : SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED (as DIRECTOR)

SI No	Name	Photo	Finger Print	Signature
2	<b>Shri SURESH AGARWAL (Presentant)</b> Son of Late DWARKA PRASAD AGARWAL Date of Execution - 17/08/2023, , Admitted by: Self, Date of Admission: 17/08/2023, Place of Admission of Execution: Office			  17/08/2023

369A, PASUPATI BHATTACHARJEE ROAD, City:- , P.O:- PASCHIM PUTIARY, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx7G, Aadhaar No: 24xxxxxxxx1041 Status : Representative, Representative of : SURESH AGARWAL HUF

Details :

**ABINASH SAHU**  
Shri CHANDAN SAHU  
ROY BAHADUR ROAD, City:-,  
NEW ALIORE, P.S:-Behala,  
District:-South 24-Parganas, West  
Bengal, India, PIN:- 700053

Photo	Finger Print	Signature
		
17/08/2023	17/08/2023	17/08/2023

Identifier Of Shri BAIDYA NATH ADHIKARY, Shri SURESH AGARWAL

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED	SURESH AGARWAL HUF-6.1875 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED	SURESH AGARWAL HUF-100.00000000 Sq Ft

17-08-2023

**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 (a) of Indian Stamp Act 1899.

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

Presented for registration at 11:31 hrs on 17-08-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Shri SURESH AGARWAL ..

**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 38,74,499/-

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

Execution is admitted on 17-08-2023 by Shri BAIDYA NATH ADHIKARY, DIRECTOR, SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED (Private Limited Company), 54A, RAJA RAM MOHAN ROY ROAD, City:- , P.O:- PASCHIM PITIARY, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Indetified by Mr ABINASH SAHU, . . Son of Shri CHANDAN SAHU, 350/B ROY BAHADUR ROAD, P.O: NEW ALIORE, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by profession Law Clerk

Execution is admitted on 17-08-2023 by Shri SURESH AGARWAL,

Indetified by Mr ABINASH SAHU, . . Son of Shri CHANDAN SAHU, 350/B ROY BAHADUR ROAD, P.O: NEW ALIORE, Thana: Behala, . South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,053.00/- ( B = Rs 1,000.00/- ,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 1,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2023 7:10PM with Govt. Ref. No: 192023240172503528 on 16-08-2023, Amount Rs: 1,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 7060513358720 on 16-08-2023, 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 1,000.00/-, by online = Rs 6,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 17067, Amount: Rs.1,000.00/-, Date of Purchase: 28/07/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2023 7:10PM with Govt. Ref. No: 192023240172503528 on 16-08-2023, Amount Rs: 6,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 7060513358720 on 16-08-2023, Head of Account 0030-02-103-003-02



Anupam Halder

DISTRICT SUB-REGISTRAR

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

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1604-2023, Page from 316616 to 316646  
being No 160410121 for the year 2023.



Digitally signed by Anupam Halder  
Date: 2023.08.18 11:27:27 +05:30  
Reason: Digital Signing of Deed.

*Anupam Halder*

(Anupam Halder) 2023/08/18 11:27:27 AM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....



		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Name .....

Signature *Baidya K. B. B. B.*



		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Name .....

Signature *सुरेश अजिवा*

		Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....



District Sub-Registrar-IV  
Registrar U/S 7 (2) of  
Registration 1908  
Alipore, South 24 Parganas

17 AUG 2023