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Rajib Roy
 Partner
 Smart Homes

Sangit Kishore
 Partner
 Smart Homes

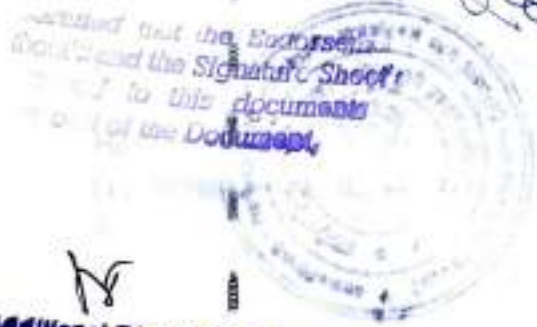
Somanta Roy
 Partner
 Smart Homes

Bikash Chandra Das
 Partner
 Smart Homes

Yuvraj
 Partner
 Smart Homes

Sebabati Tri
 Partner
 Smart Homes

Arub Samanta
 Partner
 Smart Homes



N
 Additional District Sub-Registrar
 BURDWAN

20 SEP 2022

DEVELOPMENT AGREEMENT

BURDWAN

2022 09 20

क्र.सं. नं. 15233 तारीख 19/09/2022

क्रेता Rajib Roy

सकल Burdwan

दस्तावेज मूल्य 5000/-

कबान प्रैवती 1 नं. टाउन बरिस दरि

टाउन सेक्टर-सुखर आचार्य

सेक्टर 4 अड आवास (कबान)

ग्राहक नं. - 1/2008-08

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Srijit Acharya

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20 SEP 2022

**Additional District Sub-Registrar
BURDWAN**

20 SEP 2022

Rajib Roy

Sangit Ghosh
Sangit ka Ghosh

Smart Homes
Somnath Ray
Partner

Smart Homes
Bikash Chandra Das
Partner

Smart Homes
Suvro Basu
Partner

Smart Homes
Debabrata Tah
Partner

Smart Homes
Arnob Samanta
Partner

THIS DEVELOPMENT AGREEMENT is made at Burdwan on this the 19th day of September 2022.

BETWEEN

1) **RAJIB ROY**, PAN-AVZPR1088F, son of Shubhendu Sundar Roy, by caste-Hindu, by occupation-Business, residing at Baranilpur, Chotobalidanga, Burdwan, P.O.- Sripally, P.S.- Burdwan, Dist.- Purba Bardhaman, PIN-713103 and 2) **SANGIT GHOSH**, PAN-AFJPG1699B, s/o Late Krishna Kishore Ghosh, by caste-Hindu, by occupation-Business, residing at B.C.Road, Burdwan, P.O.- Burdwan, P.S.- Burdwan, Dist.- Purba Bardhaman, PIN-713101, herein after referred to and called as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, successors, legal representatives, administrators, executors and assigns) of the **FIRST PART**;

AND

SMART HOMES, PAN - ADRFS2015B, a business in the nature of partnership having its office at 78, Baranilpur, Becharhat, P.O. Sripally, Dist. Purba Bardhaman - 713103, and having been represented by five partners namely (1) **SOMNATH RAY**, PAN- ACXPR9491F, son of Subodh Kumar Ray, of Alamganj, Burdwan- 713102, (2) **BIKASH CHANDRA DAS**, PAN - AEUPD1886R, son of late Bishnupada Das of Baranilpur, Ambagan, P.O. Sripally, Dist. Purba Bardhaman - 713103, (3) **SUVRO BASU**, PAN-AJOPB2190F, son of Subhas Chandra Basu of FL C/3 P-21, Senhati Colony, Behala, Kolkata - 700034, (4) **DEBABRATA TAH**, PAN- ABLPT5195R, son of Mihir Tah of Radha Pally, G.T. Road, Memari, Dist. Purba Bardhaman - 713146, and (5) **ARNAB SAMANTA**, PAN- ATHPS8290G, son of Rabindranath Samanta, of St. Xavier's Road, Satabdibagh, Burdwan-713103, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed



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BURDWAN

20 SEP 2022

Rajib Roy
Sangit Ghosh
Sangit K. Ghosh

Smart Homes
Sumantra Roy
Partner

Smart Homes
Bikash Chandra Das
Partner

Smart Homes
Yunus Khan
Partner

Smart Homes
Subrata Das
Partner

Smart Homes
Anub Samanta
Partner

to mean and include its/their successors, legal representatives, transferees and/or assigns) of the **OTHER PART**

WHEREAS the land property mentioned in the schedule-A below previously belonged to Pyarimohan Mukhopadhyay and Kishori Mohan Mukhopadhyay

AND WHEREAS they purchased the same from Gouri Kanta Roy Choudhury vide registered Deed being Deed No. 1580 for the year 1946 of the office of the DSR Burdwan and their names were duly recorded in RS ROR

AND WHEREAS subsequently Kishori Mohan Mukhopadhyay died intestate leaving behind Ashok Kumar Mukhopadhyay and others as his only legal heirs, who along with Pyarimohan Mukhopadhyay sold, conveyed, transferred, granted, assured and assigned the Said Land Property unto and in favour of Pradip Dutta Gupta, free from all encumbrances, for the consideration therein mentioned, absolutely and forever by virtue of Deed of Sale executed on 28/01/1970 and registered in the office of DSR, Burdwan in Book No.I, Volume No.9 page 221 to 224 as Deed No.345 for the year 1970.

AND WHEREAS after purchasing the said land Pradip Dutta Gupta mutated his name in L.R.R.O.R under L.R. Khatian No.1323.

AND WHEREAS subsequently said Pradip Dutta Gupta died intestate leaving behind his wife Dipa Dutta Gupta, one daughter Jayati Das Gupta and one son Jaydeep Dutta Gupta and as such they inherited the said land as per Hindu Succession Act having 1/3rd share each.

AND WHEREAS subsequently said Jaydeep Dutta Gupta died intestate leaving behind his wife Aradhana Dutta Gupta and one daughter Chandreyee Dutta Gupta and as such they inherited the said land as per Hindu Succession Act having 1/6th share each and thereafter Aradhana Dutta Gupta died intestate leaving behind her only daughter Chandreyee Dutta Gupta as her only legal heir and thus by way of inheritance from her father (Jaydeep Dutta Gupta) and mother (Aradhana Dutta Gupta), above name

Rajib Roy

Sangit Ghosh

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Smart Homes

Sumanth Roy
Partner

Smart Homes

Bikash Chandra Das
Partner

Smart Homes

Juro Banerjee
Partner

Smart Homes

Debbobrata Tripathy
Partner

Smart Homes

Anub Samanta
Partner

Chandreyee Dutta Gupta became the owner of 1/3rd share of the aforesaid land and started to possess the said land with Dipa Dutta Gupta, and Jayati Das Gupta jointly

AND WHEREAS during their title and possession over the said land, aforesaid Dipa Dutta Gupta, Jayati Das Gupta and Chandreyee Dutta Gupta sold, conveyed, transferred, granted, assured and assigned the Said Land unto and in favour of aforementioned Owners namely Rajib Roy and Sangit Ghosh, free from all encumbrances, for the consideration and share therein mentioned, absolutely and forever by virtue of Deed of Sale executed on 30/09/2019 and registered in the office of ADSR, Burdwan in Book No.I, Volume No.0203-2019 page 181092 to 181120 as Deed No.020307995 for the year 2019.

AND WHEREAS being seized and possessed of the Said Land, the owners have recorded their name under L.R.R.O.R. and Owner No.1 has been recorded under LR Khatian No.9871 as 0.052 acre and Owner No.2 has been recorded under LR Khatian No.9870 as 0.018 acre as per their purchase deed.

AND WHEREAS the OWNERS are in exclusive possession in respect to said 0.070 acre or more or less 7 decimal of land fully mentioned in schedule-A, exercising their right, title, interest by paying rent to the Government as owners without any disturbance from others and said property is in vacant condition at present.

AND WHEREAS the OWNERS herein considering their lack of experience for making construction as well as due to paucity of fund, decided to make development of the property fully mentioned in schedule-A constructing multi-storeyed building, by appointing one suitable DEVELOPER with sufficient knowledge, experience & financial capability of making construction, subject to condition that the DEVELOPER shall give and handover the 40% constructed area, proposed to be constructed on the property fully mentioned in schedule-A and the remaining 60% constructed area shall be kept by the DEVELOPER.

Rajib Roy.

Sangit Ghosh
Sangit Ghosh

Smart Homes
Somnath Roy
Partner

Smart Homes
Bikesh Chandrasekar
Partner

Smart Homes
Yuvraj
Partner

Smart Homes
Subirjit Tej
Partner

Smart Homes
Anab Samant
Partner

AND WHEREAS the DEVELOPER herein coming to know the intention of the Owners herein, made approach for making development of the property fully mentioned in schedule-A with certain terms and conditions and the Owners herein considering the bonafide approach and also considering the fame & goodwill of the DEVELOPER herein, agreed to appoint the DEVELOPER for constructing the proposed multi-storied building and also conveyed some terms and conditions to the DEVELOPER herein and the DEVELOPER considering the bonafide terms, also agreed to accept the same

AND WHEREAS the parties herein considering each of their proposal have now agreed to accept the same and the parties herein for avoiding all legal complications, future disputes and for maintaining good relation do hereby agree on the following terms and conditions :-

NOW THIS AGREEMENT WITNESSETH and it is hereby agreeing upon by and between the parties hereto on the following terms and conditions.

ARTICLE - I - DEFINITIONS

In this present unless there is anything repugnant to or inconsistent with:

- OWNERS:** shall mean the aforesaid **1) RAJIB ROY**, PAN-AVZPR1088F, son of Shubhendu Sundar Roy, by caste- Hindu, by occupation-Business, residing at Baranilpur, Chotobalidanga, Burdwan, P.O.- Sripally, P.S.- Burdwan, Dist.- Purba Bardhaman, PIN-713103 and **2) SANGIT GHOSH**, PAN-AFJPG1699B, by caste- Hindu, by occupation-Business, residing at B.C.Road, Burdwan, P.O.- Burdwan, P.S.- Burdwan, Dist.- Purba Bardhaman, PIN-713101, (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective legal heirs, successors, legal representatives, administrators, executors and assigns)
- DEVELOPER :** shall mean and include the **SMART HOMES**, PAN-ADRFS2015B, a business in the nature of partnership having its office at 78, Baranilpur, Becharhat, P.O. Sripally, Dist. Purba Bardhaman -

Rajib Ray

Smart Homes

Partner

Smart Homes

Somnath Ray
Partner

Smart Homes

Bikash Chandra Das
Partner

Smart Homes

Suvro Basu
Partner

Smart Homes

Debabrata Tah
Partner

Smart Homes

Arnab Samanta
Partner

713103, and having been represented by five partners namely (1) **SOMNATH RAY**, PAN- ACXPR9491F, son of Subodh Kumar Ray, of Alamganj, Burdwan- 713102, (2) **BIKASH CHANDRA DAS**, PAN - AEUPD1886R, son of late Bishnupada Das of Baranilpur, Ambagan, P.O. Sripally, Dist. Purba Bardhaman - 713103, (3) **SUVRO BASU**, PAN-AJOPB2190F, son of Subhas Chandra Basu of FL C/3 P-21, Senhati Colony, Behala, Kolkata - 700034, (4) **DEBABRATA TAH**, PAN-ABLPT5195R, son of Mihir Tah of Radha Pally, G.T. Road, Memari, Dist. Purba Bardhaman - 713146, and (5) **ARNAB SAMANTA**, PAN-ATHPS8290G, son of Rabindranath Samanta, of St. Xavier's Road, Satabdibagh, Burdwan- 713103, (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their successors, legal representatives, transferees and/or assigns)

3. **TITLE DEEDS:** shall mean all the documents of title relating to the said land, which shall be handed over and/or handed over in original to the Developer at the time of execution of the agreement.
4. **PROPERTY:** shall mean **ALL THAT** piece and parcel of land as described in the schedule-A of this deed described herein below, hereinafter referred to as "said property".
5. **BUILDING PLAN:** shall mean such plan to be prepared by the Architect/Engineer/L.B.S. for the construction of the building and to be sanctioned by the concerned Municipality. Be it mentioned here that the Building Plan will be sanctioned in the name of the Owners at the cost of the Developer with such addition, alteration or modification as prescribed and/or made afterwards by the Developer from time to time through the owners or by themselves.
6. **NEW BUILDING:** shall mean the Multistoried Building (G+3) as per available sanctioned area, which is to be constructed over the property, mentioned in Schedule-A hereunder, as per plan to be sanctioned by the Burdwan Municipality and same will be named as "**SUMANGAL**".
7. **CONSTRUCTED AREA:** CONSTRUCTED AREA shall mean the space in the Building available for independent use and the occupation including the space demarcated for common areas and facilities.
8. **FLAT:** shall mean the covered space consisting of bed rooms, dining room, drawing room, toilet, kitchen, balcony etc. and all fittings and fixtures and

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Sangit Shish

Sangit K. Shish

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Sumanth Roy
Partner

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Bikesh Chandra Das
Partner

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Yuvraj
Partner

Smart Homes

Sebastian Tsh
Partner

Smart Homes

Asab Samant
Partner

common parts and spaces therein together with undivided impartible proportionate share or interest in the land comprising in the "New Building" together with common rights, facilities and amenities.

9. **PARKING SPACE:** means an area enclosed and covered in the ground floor of the New Building, sufficient in size to park vehicles with a driveway connecting the parking space with a street or alley and permitting ingress and egress of vehicle.
10. **COMMON AREA, FACILITIES AND AMENITIES:** shall mean and include, corridors stair ways, passage ways, drive ways, Common lavatories, tube well, overhead water tank, water pump and motor, roof and all other facilities which is to be attached with the proposed Building for better enjoyment as Apartment Ownership Act or mutually agreed by and between the owners and the Developer.
11. **SALEABLE SPACE:** shall mean the flat/units/parking space in the building available for independent use and occupation of the self-contained flat after making due provision for common amenities and facilities for better enjoyment against consideration.
12. **CARPET AREA:** means net usable floor area of Flat, excluding the area covered by external walls, balcony or verandah and open terrace area but includes area covered by the internal partition walls of the Flat.
13. **COVERED AREA:** COVERED AREA shall mean in case of a flat, the total area of the flat only i.e. wall to wall measurement including the Bathrooms and Balconies and also thickness of the walls and pillars, PROVIDED THAT if any wall be common between Two Flats then one - half of the area under such wall shall be included in each Flat. In case of parking space covered area means plinth area of said parking space.
14. **BUILT UP AREA:** BUILT UP AREA shall mean the plinth area of the said flat including the bathrooms and balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions in the floor PROVIDED THAT if any wall be common between two flats then one - half of the area under such wall shall be included in each Flat.
15. **SUPER BUILT UP AREA:** SUPER BUILT UP AREA shall mean in context to a Flat as the area of a Flat computed by adding an agreed fixed percentage of 25% (Twenty Five Percent) over the built up area of the Flat.

Rajib Das

Sangit Ghosh

Sangit Ghosh

Smart Homes

Suman Das

Partner

Smart Homes

Bikash Chandra Das

Partner

Smart Homes

Yuvraaj

Partner

Smart Homes

Debita Das

Partner

Smart Homes

Asmita Samanta

Partner

Be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.

- 16. OWNERS' ALLOCATION-** shall mean the 40% of the total constructed area of the proposed G+3 storied building and against the same owners will be allotted all the flats 3rd (Third) Floor together with undivided proportionate share of land and common areas and facilities as per sanctioned Building plan of the proposed new G+3 storied Building and Parking space no. A and B of the ground floor as per sanctioned Building Plan along with an adjustable amount of Rs.12,00,000/- (out of which Rs.9,00,000/- has already been paid to the owner no.1 by cheque no. 028754 of Central Bank of India (IFSC-CBIN0283920), dated 18/09/2022 and Rs.3,00,000/- has already been paid to the owner no.2 by cheque no. 028755 of Central Bank of India (IFSC-CBIN0283920), dated 18/09/2022. Beyond the above the owners shall have no other claim in the property. Be it mentioned that covered area of flats of the other floors of the building will be almost symmetrical with the area of the flats of first floor of the building.
- 17. DEVELOPERS' ALLOCATION-** shall mean the 60% of the total constructed area of the proposed G+3 storied building and against the same owners will be allotted all the flats 1st (first) and 2nd (Second) Floor together with undivided proportionate share of land and common areas and facilities as per sanctioned Building plan of the proposed new G+3 storied Building and Parking space no. C, D and E out of 5 parking space of the ground floor as will be marked in the sanctioned Building Plan by concerned municipality. Beyond the above the owners shall have no other claim in the property. Be it mentioned that covered area of flats of the other floors of the building will be almost symmetrical with the area of the flats of first floor of the building.
- 18. TRANSFER:** shall mean and included transfer by delivery of possession as per present customs or by any other means adopted by the

Rajiv Roy.
Sangit Ghosh
Sangit K. Ghosh

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Sumanika Roy
Partner

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Bikash Chandra Das
Partner

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Yuvrajan
Partner

Smart Homes
Sebbinath Teja
Partner

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Anat Samanta
Partner

Developer for effecting transfer of the proposed building or flat to the intending purchasers thereof against valuable consideration.

ARTICLE - II : COMMENCEMENT & DURATION

1. This agreement shall be deemed to have commenced on and from the date of execution of this Agreement and thereafter sale out of all the flat/units/parking space to the intending purchasers and also after delivery of possession to the flat owners and land owners and after formation of the flat/unit owners' Association, if required, this Development Agreement will be coming to an end.

ARTICLE - III: OWNER'S DECLARATION, RIGHTS AND RESPONSIBILITIES

1. The OWNERS hereby declare that they are the joint and absolute owners of the scheduled property and now seized and possessed of or otherwise well and sufficient entitled thereto without any disturbance hindrance in any manner whatsoever and the said property is free from all encumbrances charges, attachments, acquisition or requisition whatsoever or howsoever and the owners have good and marketable title over the said land.
2. That the OWNERS hereby agree that they will not grant lease, mortgage, charge or encumber the scheduled property in any manner whatsoever during the existing/ substance of this agreement as well as during the construction of the building without prior written consent of the DEVELOPER and also undertakes that for the betterment of the Project shall acquire and to produce all the relevant papers documents and copy of the order if any from the competent Court Authority Concern.
3. That the OWNERS hereby agree to sign, execute Registered Development Power of Attorney and also all the petitions, Affidavit, Deeds, Plaints, written objection, proposed site plan, Building plan, Completion Plan, Declaration of Amalgamation, Deed of Amalgamation, Agreement for Sale and all other necessary Documents in favour of the Developer or its Nominated person or persons for betterment of the construction over the

Dejib Roy

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Sangit Ghosh

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Sangit Kumar Ghosh

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Yuvraj Banerjee

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Debabrata Das
Partner

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Anub Somnath
Partner

schedule land and adjacent land and betterment of project and also for the betterment of title over the Schedule property and the OWNERS also agreed to pay all the costs and expenses of the documents in up-to-date condition and for betterment of Title of the property of the OWNERS herein.

4. That the OWNERS shall be liable and responsible for litigation, if any arose due to defects on their part or with regard to title in respect of the land or any boundary dispute and if any restraining order comes into force due to act of any third party or contagious land owners, then the DEVELOPER will be entitled to get cost of litigation from the OWNERS, which will be incurred by the DEVELOPER during such litigation. Be it mentioned that if there any type of litigation is found or arose due to any order of the competent Court Authority concern or any other competent authority concern, then the delay in respect of delivery of possession of the OWNERS' ALLOCATION shall not be considered the delay on the part of the DEVELOPER.
5. That the OWNERS hereby undertake(s) to deliver and/or handover all the Photostat copy and/or Original of all the Deeds and documents to the DEVELOPER at the time of execution of this Agreement and if the Original documents is not delivered in favour of the DEVELOPER, then produce all the Original documents, whenever called for production of the same by the DEVELOPER.
6. That the OWNERS hereby giving exclusive license to the DEVELOPER to commercially exploit the same as per terms and condition contained in this Agreement and hereby authorized the DEVELOPER to enter into agreement for sale, lease, transfer, mortgage and to dispose of the DEVELOPER'S ALLOCATION together with right to assignment of all the rights title interest of this agreement to any third party and the OWNERS will give necessary consent for betterment of this project without raising any objection to that effect save and expect the OWNERS' ALLOCATION as mentioned.
7. The OWNERS hereby agree to execute a Registered Development Power of Attorney in favour of the DEVELOPER or its nominated person/s in respect of the DEVELOPER'S ALLOCATION and also for the purpose of addition, alteration, revision of the sanctioned building plan, Completion

Rajiv Roy.

Sangit Ghosh

Soumitra Ghosh

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Sonanki Roy
Partner

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Bikash Chandra Das
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Yuvraj Das
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Smart Homes

Debdutta Das
Partner

Smart Homes

Anant Samanta
Partner

Plan for construction and completion of the work as per Agreement and also to sign on the Deed on or behalf of the owner and to present the same before the District Registrar, Addl. District Sub-Registrar or other Registrars, who has authority to register the Deed of transfer and other documents and if required owners will put their signature on the Agreement for Sale, Deed of conveyance after delivery of possession of the owner's allocation. It is also further agreed that for the purpose of betterment of the intending purchasers, if required, the OWNERS herein will join in the Deed of Conveyance as owners for Transfer the Flat to the intending purchaser(s).

8. The OWNERS hereby undertake not to do any act, deeds or things by which the DEVELOPER may prevent from executing any Deed of Conveyance in favour of the intending purchaser or Purchasers of the DEVELOPER'S ALLOCATION. If the DEVELOPER fails to deliver possession of the owners' Allocation within the stipulated period, then the OWNERS will be entitled to get compensation/damages from the DEVELOPER as deemed fit by the DEVELOPER. Be it mentioned here that the Time will be essence of the contract.
9. That the OWNERS hereto without being influenced or provoked by anybody do hereby categorically declared that the DEVELOPER shall continue to construct the building exclusively in the name of the Developer /Development Firm and also by taking partner in the Firm at its own cost, arrangement and expenses as well as the OWNERS shall have no financial participation and or involvement. The DEVELOPER shall handover the complete habitable peaceful vacant possession of the OWNER'S ALLOCATION within **18 (eighteen) months** from the date of sanction of the Building Plan by concerned Municipality and the time is the essence of this Contract and such time shall be enhanced and/or extended for another 6 (Six) months for any force-majeure, acts of God and/or other reasons which is or are or shall be beyond control of the DEVELOPER and if the DEVELOPER will fail or neglect to handover the possession of Owners' Allocation within the said stipulated **18 (eighteen) months** from the date of obtaining the Sanctioned Building Plan, then in that case the OWNER shall have every right to take legal steps with due process of law.

Rajib Roy

Smart Homes

Partner

Smart Homes

Partner

Smart Homes

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Smart Homes

Partner

ARTICLE - IV:

DEVELOPER'S RIGHTS, OBLIGATION AND DECLARATION

1. The DEVELOPER hereby agreed to complete the G+3 storied building over the property as per plan as sanctioned by the concerned Municipal Authority with due modification or amendment of the sanction plan as made or caused to be made by the Architect /Engineer/L.B.S. of the Developer. Be it pertinent to mention here that at present the Plan of G +3-storied Building will be submitted for sanction before the concerned Municipality
2. The DEVELOPER hereby declares to take care of the local hazards or accident during the continuation of construction after passing of sanctioned building plan and the owners shall have no liability to that effect.
3. All applications plans papers and documents as may be required by the DEVELOPER for the purpose of sanction of Plan, Revised plan, Addition/ Alteration of the building plan shall be submitted by the DEVELOPER with due signature of the OWNERS or on behalf of the OWNERS as may be required and all costs expenses and charges be paid by the DEVELOPER and also for construction of the building thereon and the DEVELOPER will pay all the payments and expenses required for clearance of the occupier thereof, either in cash or in area or in any other lawful manner.
4. The DEVELOPER hereby agreed to deliver possession of the OWNERS' ALLOCATION in the proposed new building **within aforesaid stipulated months** from the date of sanction of the Building Plan, and if required, the OWNERS will further allow aforesaid stipulated months for delivery of possession of the owners' allocation without claiming any damages. **It is also agreed that the delivery of possession of the OWNERS' ALLOCATION will be made first and after that the DEVELOPER will be entitled to handover possession of the DEVELOPER'S ALLOCATION** and if required benefits of the parties hereto before or after completion of the building necessary supplementary Agreement will be executed. Be it pertinent to mention here that **the DEVELOPER will**

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Partner

Smart Homes

Somnath Ray

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Bhaskar Chandra Das

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Yuvraj Baner

Partner

Smart Homes

Deborah Teh

Partner

Smart Homes

Anab Samanta

Partner

obtain Completion Certificate (C.C.) at its own costs / expenses and Xerox copy of the same will be given to all the flat owner(s)/unit owner(s)/occupier(s) of the units of the newly constructed building.

5. That the notice for delivery of possession of the OWNERS' ALLOCATION shall be delivered by the DEVELOPER in writing or through the Advocate of the DEVELOPER either by Registered post or courier service or under certificate of posting or hand delivery with acknowledgement due card and the OWNERS are bound to take possession within 15 (fifteen) days from the date of service of this letter. If the OWNERS fail(s) to take delivery of possession or neglected to do so, then it will be deemed that the owner's allocation already delivered and the DEVELOPER shall be entitled to transfer the Developer's Allocation without any further notice.
6. That the owners shall have to clear all the dues if any due is caused due to extra work other than the specification of flat as mentioned in the schedule-B as mentioned below.
7. That the DEVELOPER shall have every responsibility for the incidents occurred during the course of construction and the OWNERS shall have no responsibility for the same.
8. That after completion of the building and handover the same to the OWNERS and Intending Purchaser(s), the DEVELOPER shall have no liability for any incident occurred in the said Building.

ARTICLE - V. CONSIDERATION & PROCEDURE

1. In consideration of the construction of the owners' allocation in the building and other consideration of any mentioned in the owners' allocation, the DEVELOPER is/are entitled to get Developer's allocation as defined hereunder.
2. That if the DEVELOPER fails to complete the construction work in respect of the owner's allocation within the stipulated period as stated above, and then the OWNERS shall have liberty to rescind this Agreement on repayment of the cost and expenses as well as the consideration money paid by the DEVELOPER as per mutual calculation of the parties. Be it mentioned here that time will be essence of the contract.

Rishi Roy

Soumit Shukla

Soumit Kishore

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Samarth Ray
Partner

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Bikash Chandra Das
Partner

Smart Homes
Yuvraj

Smart Homes
Debjit Das

Smart Homes
Anub Samanta
Partner

ARTICLE - VI. DEALINGS OF SPACE IN THE BUILDING

1. The DEVELOPER shall on completion of the building put the OWNERS in undisputed possession in respect of the owners' allocation together with the right to enjoy the common facilities and amenities attached thereto with other of the flat/ units/parking space etc.
2. The DEVELOPER being the party of the other part shall be at liberty with exclusive rights and authority to negotiate for the sale of the flats/ units/unit/ space together with right to proportionate share of land provided under the Developer's Allocation in the property to any prospective buyer/s before, after or in course of the construction work of the said building at such consideration and on such terms and conditions as the DEVELOPER shall think fit and proper.
3. The DEVELOPER shall at its own costs, construct and complete the building at the said property strictly in accordance with the sanctioned plan and due modification if any with such material and with such specification as are to be mentioned in the sanctioned plan of the building hereunder written and as may be recommended by the Architect/Engineer from time to time. **The DEVELOPER shall on completion of the building shall obtain Completion Certificate from the Appropriate Authority concern at its own costs and expenses.**
4. That the DEVELOPER shall install erect and shall provide standard pump set, overhead and underground reservoirs, electric wiring, sanitary fittings, and other facilities as are required to be provided in respect of building having self-contained apartment and constructed for sale of flats/ parking space on ownership basis and as mutually agreed. Be it mentioned that the security money deposit for the new electric meter connection shall be paid by the OWNERS to the DEVELOPER for their respective meters in the individual name(s) of the OWNERS. It is also mentioned that the DEVELOPER will fix the sale rate for flat/garages etc. for Developer's allocation without consultation of the OWNERS.

Rajiv Roy

Smart Homes

Partner for Share

Smart Homes

Partner

Smart Homes

Partner

Smart Homes

Partner

Smart Homes

Partner

Smart Homes

Partner

ARTICLE - VII. COMMON FACILITIES

1. The DEVELOPER shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due on and from the date of execution of the agreement or before and after handing over the possession of the flats all the flats OWNERS will pay due according to his/her/their shares.
2. As soon as the respective self-contained flat is completed the DEVELOPER shall give written notice to the OWNERS requiring the OWNERS to take possession of the owner's allocation in the newly constructed building and after 15 (fifteen) days from the date of service of such notice and at all times, thereafter the OWNERS shall be exclusively responsible for payment of municipal and property taxes rates duties dues electric installation charges electric charges bill 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 the said rates to be apportioned prorata with reference to the saleable space in the building if any are levied on the building as whole.
3. The OWNERS and DEVELOPER shall punctually and regularly pay for their respective allocation the said rates and taxes (including service taxes and other taxes) to the concerned authorities as levied by the Central or State Govt. or other Appropriate Authorities or otherwise as may be mutually agreed upon between the OWNERS and the DEVELOPER. The OWNERS hereby agreed that he/she/they shall keep each other indemnified against all claims actions demands, costs, charges and expenses and proceeding instituted by any third party or against the OWNERS for the same the DEVELOPER will be entitled to get damages.
4. The OWNERS or his/her/their agents or representatives or any third party of the owners' behalf shall not do any act deed or things wherein the DEVELOPER shall be prevented from construction and completing of the said building or to sale out the flat/units to the intending purchaser/purchasers. If the DEVELOPER is prevented by the OWNERS without any reasonable and/or justified reason, then the OWNERS or his/her/ their legal representative(s) shall pay bound to indemnify the

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Sangit Ghosh
Sangit K. Ghosh

Smart Homes
Samarjit Roy
Partner

Smart Homes
Bibek Chandra Das
Partner

Smart Homes
Yuvraj
Partner

Smart Homes
Devi Prasad
Partner

Smart Homes
Anand Samanta
Partner

loss and pay damages with interest and such delay will not be calculated within the stipulated time.

ARTICLE - VIII. COMMON RESTRICTIONS

THE OWNERS' ALLOCATION AFTER POSSESSION IN THE PROPOSED BUILDING SHALL BE SUBJECT TO THE SAME RESTRICTION AND USE AS IT IS APPLICABLE TO THE DEVELOPER'S ALLOCATION RESPECTIVE POSSESSION IN THE BUILDING WHICH ARE FOLLOWS: -

1. Neither party shall use or permit to the use of the respective allocation in the building or any portion thereto for carrying on any obnoxious illegal and immoral trade or activities nor use thereto for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
2. Neither party shall demolish any wall or other structure in their respective allocation or any portion thereof or make any structural addition or alteration therein without previous written consent from the owner, developer or from the competent authority or from municipality concern in this behalf.
3. Both parties shall abide by all laws, bye laws rules and regulations of the Government Statutory bodies and/or local bodies as the case may and shall be responsible for any deviation and/or breach of any of the said laws and regulations.
4. The respective allottee or their transferees shall keep the interior walls, sewers, drains pipe and other fitting and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particulars so as not to cause any damage to the building or any other of them and/or the occupiers of the building indemnified from the against the consequence of any breach.
5. No goods or other items shall be kept by either party or their transferees for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free

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Sangit Debata
Sangit K. Shaha

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Sumanth Reddy
Partner

Smart Homes
Bibek Chandra Das
Partner

Smart Homes
Juvvabharani
Partner

Smart Homes
Subrata Das
Partner

Smart Homes
Anub Senanik
Partner

movement of user in the corridors and other places of common use in the building.

6. Neither party nor their transferees shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds corridors or any other portion or portions of the building.
7. Neither the parties or their transferees shall permit other agent with or without workmen and other at all reasonable times to enter into and upon each party's allocation and each part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains and water pipes and electric wires and for any similar purpose.

ARTICLE - IX. OWNER'S DUTY & INDEMNITY

1. The OWNERS doth hereby agree and covenants with the DEVELOPER not to use cause any interference or hindrance in any manner during the construction and throughout the existence of this agreement of the said property and if any such interference or hindrance is caused by the OWNERS or their heirs, agents, servants, representatives causing hindrance or impediments to such construction the OWNERS will be liable to repay entire amount invested by the DEVELOPER amount will be settled by the parties amicably. It is also further agreed that if the DEVELOPER is prevented for making construction due to any litigation cropped up or due to any restraining order passed by the competent court of a competent Authority Concern or any statutory body law or due to any boundary dispute amongst the contagious landowner, then OWNERS will be liable to pay cost of litigation to the DEVELOPER, which will be incurred by the DEVELOPER.
2. The OWNERS or their legal representative(s) herein will have no right/ authority power to terminate and/or determinate this agreement within the stipulated period for construction of the building as well as till the

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Sangit Ghosh
Sangit Ghosh

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Somnath Ray
Partner

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Bikash Chandrasas
Partner

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Yuvraj Das
Partner

Smart Homes
Debjit Das
Partner

Smart Homes
Anub Samanta
Partner

date of disposal of all the flats/ units/ parking space of the Developer's allocation or without the violation of the terms and conditions of this Agreement. If tried to do so then the OWNERS shall pay firstly total market price of the constructed area with damage together with interest on investment intimation for such intention.

3. It is agreed that the OWNERS will not involve any of their workmen, contractor, agent or representative etc. or stag any constructional materials in the building for any type of constructional work if required in respect of the owners' allocation in the building without any written consent from the DEVELOPER.
4. That the OWNERS and their legal heirs hereby declare and undertake that upon the demise of the owner/one of the owners, the legal heir(s) of the said owner/owners will join the Development Agreement and also execute fresh Power of Attorney and also other required documents in favour of the DEVELOPER and also for the betterment of the project on the same terms and conditions mentioned herein.

ARTICLE - X. DEVELOPER'S DUTY

1. That the DEVELOPER hereby agree(s) and covenants with the OWNERS not to do any act, deed or things whereby the OWNERS /is/ are prevented from enjoying selling disposing of the owners' allocation in the building at the said property after delivery of Re-possession thereof to the OWNERS and also obtain Completion Certificate (C.C.)/Occupancy Certificate from the competent Authority at its own costs and expenses.
2. The DEVELOPER hereby undertake/s to keep the OWNERS indemnified against all third party claims and actions arising out of any sort of act or omissions of the DEVELOPER in relating to the making of construction of the said building. The DEVELOPER shall also not interfere in any manner whatsoever to the sale proceeds and/or otherwise with regard to the owners' share or allocation and also not to claim any amount from the sale proceeds of the owners' allocation.

Rajiv Roy
Sangit Ghosh
Sangit Ghosh

Smart Homes
Somnath Roy
Partner

Smart Homes
Bibek Chandra Das
Partner

Smart Homes
Yuvraj
Partner

Smart Homes
Deborah Toh
Partner

Smart Homes
Arsh Samal
Partner

ARTICLE - XI. MISCELLANEOUS

1. The OWNERS and DEVELOPER hereto have entered into this agreement purely as a contract and under no circumstance this agreement shall be treated as partnership by and between the parties and/or an Association of persons.
2. As and from the date of getting Completion Certificate of the building the DEVELOPER and/or its transferees and the OWNERS and/or his/her/their transferees shall be liable to pay and bear proportionate charges on account of ground rents and service tax and other taxes, charged by the Govt. or Semi Govt. or local authority concern. And the proportionate cost towards regular maintenance charges.
3. The building to be constructed by the DEVELOPER shall be made in accordance with the specification more fully and particulars mentioned and described in the schedule annexed in separate sheet which will be treated part of the agreement.
4. If during the DEVELOPER obtains any further permission of construction of floor(s) for G+4 storied / G+5 storied / more higher storied building from Competent Authority by way of Sanctioned Plan, then the DEVELOPER may raise said additional floor(s) over the said roof of G+3 storied building which is to be constructed in accordance with the said Plan and that will be allotted among the OWNERS and DEVELOPER in 40:60 ratio. Moreover if in the ground floor if more than 5 (five) parking space is constructed then extra parking space will be allotted among the OWNERS and DEVELOPER in 40:60 ratio. If any situation arises in future so that it is required to rectify or amend or alter this Development Agreement then on the basis of mutual discussion the parties to this Development Agreement shall executed supplementary agreement.
5. Diesel Generator Set and Electric Transformer will be installed by the DEVELOPER at the joint cost of the OWNERS and DEVELOPER in 40:60 ratio and for that OWNERS will pay the amount of their share to the DEVELOPER separately.
6. That Developer's Advocate will prepare a general format of Agreement for sale and Deed of Conveyance and both owner and developer will transfer their respective allocation maintaining said general format. Legal Fees and

Rajiv Roy

Sangit Ghosh

Sangit K. Ghosh

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Somnath Roy
Partner

Smart Homes
Bikash Chandra Das
Partner

Smart Homes
Yuvraj Das
Partner

Smart Homes
Seobobek Toh
Partner

Smart Homes
Anab Samanta
Partner

GST and other taxes will be borne by the OWNERS and DEVELOPER for their respective allocations.

ARTICLE - XII. FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligation is prevented by the existing of "Force Majeure" and shall be suspended from obligations during the duration of the Force Majeure, which also includes non-availability of Building materials due to Government Notifications or against notification or rules and regulations of the other appropriate authority and also includes mass stopping of work in the locality against notification or rules and regulations of the other appropriate authority.

ARTICLE - XIII. ARBITRATION CLAUSE

1. It is hereby agreed by and between the parties that all dispute and/or difference by and between the parties hereto in any way relating to or connected with the flats and or construction and or in respect of this agreement and/or anything done in pursuance hereto and/or otherwise shall be referred for arbitration, which will adjudicated in accordance with the Arbitration and conciliation Act, 1996, or any amendment thereon as may be applicable.

In case agreement unless it is contrary or repugnant to the context.

- a) Singular shall include the plural and vice-versa.
- b) Masculine shall include the feminine and vice-versa.

Rajib Das
Sangit Das

Sangit K. Shaha

Smart Homes
Somnath Roy
Partner

Smart Homes

Bikesh Chandra Das
Partner

Smart Homes

Juno Basu
Partner

Smart Homes

Debabrata Teki
Partner

Smart Homes

Arav Samanta
Partner

**SCHEDULE -A
(Said Property)**

All That piece and parcel of Bastu class of land measuring about 3134.57 square feet more or less or more or less 0.07 acre (shown by red border line in the sketch map annexed with Deed of Sale executed on 30/09/2019 and registered in the office of ADSR, Burdwan in Book No.I, Volume No.0203-2019 page 181092 to 181120 as Deed No.020307995 for the year 2019) , lying and situated in R.S. Plot No. 587 recorded under R.S. Khatian No. 613, corresponding L.R. Plot No. 1156, recorded under L.R. Khatian No. 9871 and 9870 at Mouza Balidanga, J.L. No.-35, under Police Station- Bardhaman, in the District of Purba Bardhaman, PIN-713103, under the jurisdiction of Burdwan Municipality, recorded as Holding No. 76, under the jurisdiction of Ward No. 14 under Mahalla- Choto Nilpur West Para of Burdwan Municipality, butted and bounded as follows:

- On the North: House of Arun Bhowmik
On the South: 21ft wide Unnamed Municipal Road under ward no.14
On the East: 12ft wide Municipal Road
On the West : R.S. Plot No.587 (P) and property of other

Rejith Roy
Sangit Ghosh
Sangit K. Ghosh

Smart Homes
Srinath Ram
Partner

Smart Homes
Bikash Chandra Das
Partner

Smart Homes
Yuvraj Bhanu
Partner

Smart Homes
Deborah Tek
Partner

Smart Homes
Anas Samanta
Partner

THE SCHEDULE-B (ABOVE REFERRED TO)

(SPECIFICATIONS)

BUILDING STRUCTURE:-	Reinforced Cement Concrete (2:3:6),
CEMENT-	Only Ultratech /ACC/ Ambuja/ Dalmia Cement will be used in the construction.
TMT	Only TMT of Thermocorn / Captain /Elegant /SRMB /Shyamsteel will be used
MAIN WALLS & PARTITION WALLS:-	200 MM/250 MM Thick Cement Brick Work (1:4) for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively,
FLOOR:-	At bed Room, lobby, dining cum drawing and balcony - 2'0" x 2'0" vitrified tiles with white base. At bath room - Floor- Marble wall - Tiles upto 6ft At Kitchen- Floor - Marble Wall- Tiles Table- Marble
SKIRTING AND DADO:-	Cut Piece Marble, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High
PLASTERING:-	Plastering to external walls will be of 20 mm thick in 1:5 Cement, Sand and Mortar, Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar. Cement to be used- Ultratech /ACC/ Ambuja/ Dalmia Brand
WOODWORK AND TOINERY:-	4" x 2.5" Malayasian Sal Wood or equivalent section for Door frame, 32 mm, Thick solid core Flush door, Thickness of the shutter will be 32

Rajit Roy
Sangit Ghosh
Sangit K. Ghosh

Smart Homes
Samarth Roy
Partner

Smart Homes
Aakash Chandra Das
Partner

Smart Homes
Juno Baner
Partner

Smart Homes
Debabrata Das
Partner

Smart Homes
Anub Samanta
Partner

<p>M, S, GRILL WORKS:-</p>	<p>mm. Main Door shutter for the OWNER will be made of quality Flush door. All windows will be aluminium framed sliding along with grill and necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.</p>
<p>PAINTING:-</p>	<p>All the internal wall surfaces and the ceiling will be finished with wall putty. The external wall surfaces will be finished with snow- cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary priming coat</p>
<p>PARKING AREA:-</p>	<p>The Parking areas will be finished with neat cement finish,</p>
<p>HARDWARE FITTINGS AND FIXTURES:-</p>	<p>All the hardware Fittings will be of aluminium. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat Door stoppers will be fixed in every door.</p>
<p>ELECTRICAL WORKS:-</p>	<p>All the electrical lines will be concealed with copper wires, with PVC conduit (ISI BRAND). Each flat will have the following electrical points. Each Bed Room -Three light points, One Plug point, One Fan Point, one 15KVA A.C. Point</p>

Rajib Roy.
 Sangit Ghosh.
 Sangit K. Ghosh

Smart Homes
 Somnath Ray
 Partner

Smart Homes
 Bikash Chandra Das
 Partner

Smart Homes
 Sumo Basu
 Partner

Smart Homes
 Debabrata Tripathy
 Partner

Smart Homes
 Anab Somnath
 Partner

WATER SUPPLY & DRAINAGE:-	<p>Drawing cum Dinning Space -Three light Points, One Fan Point, One Plug Point, one Freeze point.</p> <p>Kitchen One light Point, One Power Point, One Exhaust fan point.</p> <p>Exhaust Fan points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet</p> <p>Overhead water reservoir will be provided. Submersible pump will be installed to delevor water in the overhead water reservoir.</p> <p>There will be one PVC main line (2") for overhead for each flat will connected through that line itself with fittings with proper and necessary valves.</p> <p>For external drainage P.V.C. pipes will be used. The drainage line will be connected to the existing sewer line through the Master trap.</p>
TOILET FITTINGS & FIXTURES:-	<p>Each toilet will be provided with one shower, one Anglo Indian (/European commode in attached W.C.). Necessary taps will be provided in the toilets. One basin with tap will be installed at Dining Hall.</p>
KITCHEN SPACE:-	<p>Each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.</p>
OVER HEAD TANK:-	<p>P.V.C. (Three layer)</p>
LIFT -	<p>Normal quality having capacity to carry upto 350 kg</p>

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED

In the presence of the following WITNESSES:-

1. Kali Krishna Mallick
S/o U. Gangamoy Mallick
vill - Kalsa, P.S - Kalwa
Dist - Purba Bardhaman

Rajib Roy
Sangit Ghosh

2. Sukanta Hazra
S/o Lakshmi Lalayan Hazra

Sangit Kr Ghosh

SIGNATURE OF THE OWNERS

Kurmun : Purba Bardhaman Smart Homes Smart Homes Smart Homes
Sannath Roy Bikash Chandra Das Juvra Bera
Partner Partner Partner

Smart Homes Smart Homes

Debabrata Tripathy Anub Somantri
Partner Partner

SIGNATURE OF THE DEVELOPER

Drafted by me as per instructions of the Parties hereto Read over and Explained by me and Prepared in my office: -

(Signature)

AYAN PRASAD KONAR

Advocate

Enrolment No - WB/681/2006
Dist Judge Court, Burdwan.

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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



SIGNATURE: *Samrat Ray*

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SIGNATURE: *Bikash Chandra Das*

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SIGNATURE: *Juro Basu*

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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



SIGNATURE: *Sebabati Tri*

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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



SIGNATURE: *Anas Samant*

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Right Hand Impression	Thumb	Index	Middle	Ring	Little











SIGNATURE:

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SIGNATURE: *Rajib Roy*



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Right Hand Impression	Thumb	Index	Middle	Ring	Little
					



SIGNATURE: *Sangit Kishor* *Sangit Ka Kishor*

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Right Hand Impression	Thumb	Index	Middle	Ring	Little

SIGNATURE:

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SUVRO BASU
SUBHAS CHANDRA BASU
26/10/1976
Permanent Account Number
AJOPB2190F

Suvro Basu
Signature



Suvro Basu

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SOMNATH RAY

SUBOOH KUMAR RAY

12/12/1972

Permanent Account Number
ACXPR9401F

Somnath Ray
Signature



Somnath Ray

PERMANENT ACCOUNT NUMBER
AEUPD1886R



TAXPAYER NAME
BIKASH CHANDRA DAS

FATHER'S NAME
BISHINUPADA DAS

DATE OF BIRTH
14-02-1973

SIGNATURE
Bikash Chandra Das

Stalin
 COMMISSIONER OF INCOME TAX (D), COLLEGE
 COMMISSIONER OF INCOME TAX (D), COLLEGE

इस कार्ड के दो / दिय जाने पर कृपया जारी करने
 वाले अधिकारी को सूचित / बताना कर दें
 (संयुक्त आयकर प्राधिकरण/पट्टाई एवं सहायक),
 पी-7,
 चौराहा समेत,
 बंगलौर - 700 009.

In case this card is lost/stolen, kindly inform them to
 the issuing authority :
 Joint Commissioner of Income-tax (Systems & Technical),
 P-7,
 Chowraha Square,
 Calcutta - 700 009.

Bikash Chandra Das

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

ARNAB SAMANTA
RABINDRANATH SAMANTA

02/11/1982
Permanent Account Number

ATHPS8290G

Ar. Samanta
Signature



Ar. Samanta

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

DEBABRATA TAH
MIHIR TAH

31/12/1975
Permanent Account Number
ABLPT5195R

Debabrata Tah
Signature



Debabrata Tah

PERMANENT ACCOUNT NUMBER
AFJPG1699B



नाम (NAME)
SANGIT KUMAR GHOSH

पिता का नाम (FATHER'S NAME)
KRISHNA KISHORE GHOSH

जन्म तिथि (DATE OF BIRTH)
18-08-1977

हस्ताक्षर (SIGNATURE)

Sangit Kumar Ghosh

[Handwritten Signature]

जलकर सहाय, 1.4.111

COMMISSIONER OF INCOME-TAX, W.D. 111

इस कार्ड के लो / गिने जाने पर कृपया जारी करने वाले अधिकारी को सूचित / वापस कर दें।
संयुक्त आयकर अधिकारी (प्रणाली एवं तकनीकी) - 7
सीरई स्क्वायर,
कलकत्ता - 700 069.

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Joint Commissioner of Income-tax (Systems & Technical),
P-7,
Chowringhee Square,
Calcutta-700 069.

Sangit Kumar Ghosh

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT OF INDIA

RAJIB ROY

SUBHENDU SUNDAR ROY

31/01/1982

Permanent Account Number

AVZPR1088F

Rajib

Signature



30062016

इस कार्ड के साथ / सरे वा इत्यस कार्डा साथे / साथे

आयकर विभाग / इन्कम टैक्स डीपार्टमेंट, भारत सरकार

कीवसी नॉर्मल, - ११०००१

बल्लभ टेलीफोन एक्सचेंज के समीप,

बल्लभ, पुणे - ४११ ०४३

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please inform / सूचना दें

Income Tax PAN Service Unit, NSDL

3rd Floor, Signpost Chambers,


Near Ballar Telephone Exchange,

Ballar, Pune - 411 043

Tel: 91-20-2711 8080, Fax: 91-20-2711 8081


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Rajib Roy


ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন

IDENTITY CARD WB/40/260/537263

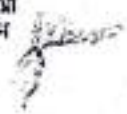
পরিচয় পত্র



Elector's Name	: KALIKRISHNA MALICK
নির্বাচকের নাম	: কালীকৃষ্ণ মলিক
Father/Mother/	
Husband's Name	: DAYAMAY MALICK
পিতা/মাতা/স্বামীর নাম	: দয়াময় মলিক
Sex	: M
লিঙ্গ	: পুরুষ
Age as on 1.1.1995	: 21
১.১.১৯৯৫-এ বয়স	: ২১

Address KALBA
 KATWA
 BURDUWAN

ঠিকানা কলবা
 কাটুয়া
 বর্ডুয়ান


Focando Signature
 Electoral Registration Officer
 নির্বাচক-নিবন্ধন অধিকারিক

For 280-KATWA Assembly Constituency
 ২৮০-কাটুয়া বিধানসভা নির্বাচন কেন্দ্র

Place : KATWA
স্থান : কাটুয়া
Date : 15/05/95
তারিখ : ১৫/০৫/৯৫

Kali Krishna mallick



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

GRN Details

GRN: 192022230122784368
GRN Date: 15/09/2022 21:45:43
BRN : 2332644849233
Gateway Ref ID: 202225829335426
Payment Status: Successful
Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBlePay Payment Gateway
BRN Date: 15/09/2022 21:47:51
Method: State Bank of India New PG DC
Payment Ref. No: 2002512156/1/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Ayan Prosad Konar
Address: Rani Sayar East Burdwan
Mobile: 9474638172
Period From (dd/mm/yyyy): 15/09/2022
Period To (dd/mm/yyyy): 15/09/2022
Payment ID: 2002512156/1/2022
Dept Ref ID/DRN: 2002512156/1/2022

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002512156/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	2001
2	2002512156/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	12007
			Total	14008

IN WORDS: FOURTEEN THOUSAND EIGHT ONLY.

Major Information of the Deed






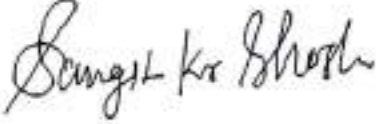
Deed No :	I-0203-09703/2022	Date of Registration	20/09/2022
Query No / Year	0203-2002512156/2022	Office where deed is registered	
Query Date	20/08/2022 10:02:25 AM	A.D.S.R. Bardhaman, District: Purba Bardhaman	
Applicant Name, Address & Other Details	Ayan Prosad Konar Burdwan Dist Judges Court , Burdwan, Thana : Bardhaman , District : Purba Bardhaman, WEST BENGAL, PIN - 713101, Mobile No. : 7074740565, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 12,00,000/-]		
Set Forth value	Market Value		
Rs. 12,00,000/-	Rs. 38,18,185/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,001/- (Article:48(g))	Rs. 12,007/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W14, Mouza: Balidanga, JI No: 35, Pin Code : 713103

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1156 (RS :-587)	LR-9871	Bastu	Bastu	0.05 Acre	8,00,000/-	27,27,275/-	Width of Approach Road: 21 Ft., Adjacent to Metal Road,
L2	LR-1156 (RS :-587)	LR-9870, (RS:-613\0)	Bastu	Bastu	0.02 Acre	4,00,000/-	10,90,910/-	Width of Approach Road: 21 Ft., Adjacent to Metal Road,
		TOTAL :			7Dec	12,00,000 /-	38,18,185 /-	
		Grand Total :			7Dec	12,00,000 /-	38,18,185 /-	



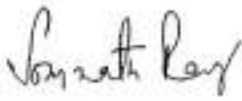








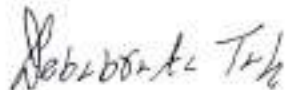
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Mr Rajib Roy (Presentant) Son of Mr Shubhendu Sundar Roy Executed by: Self, Date of Execution: 19/09/2022 , Admitted by: Self, Date of Admission: 20/09/2022 ,Place : Office</p>	<p>Photo</p>  <p>20/09/2022</p>	<p>Finger Print</p>  <p>LTI 20/09/2022</p>	<p>Signature</p>  <p>20/09/2022</p>
<p>Baranilpur, Chotobalidanga, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: avxxxxxx8f,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 19/09/2022 , Admitted by: Self, Date of Admission: 20/09/2022 ,Place : Office</p>				
2	<p>Name</p> <p>Mr Sangit Kumar Ghosh Son of Late Krishna Kishore Ghosh Executed by: Self, Date of Execution: 19/09/2022 , Admitted by: Self, Date of Admission: 20/09/2022 ,Place : Office</p>	<p>Photo</p>  <p>20/09/2022</p>	<p>Finger Print</p>  <p>LTI 20/09/2022</p>	<p>Signature</p>  <p>20/09/2022</p>
<p>B.c Road,, City:- Burdwan, P.O:- Burdwan, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFxxxxxx9B,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 19/09/2022 , Admitted by: Self, Date of Admission: 20/09/2022 ,Place : Office</p>				




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>SMART HOMES 78, Baranilpur, Becharhat, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103 , PAN No.: ADxxxxxx5B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Somnath Ray Son of Subodh Kumar Ray Date of Execution - 19/09/2022, , Admitted by: Self, Date of Admission: 20/09/2022, Place of Admission of Execution: Office	 Sep 20 2022 12:07PM	 LTI 20/09/2022	 20/09/2022
Alamganj, City:- Burdwan, P.O:- Nutanganj, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713102, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx1F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SMART HOMES (as Partner)				
2	Name	Photo	Finger Print	Signature
	Mr Bikash Chandra Das Son of Late Bishnupada Das Date of Execution - 19/09/2022, , Admitted by: Self, Date of Admission: 20/09/2022, Place of Admission of Execution: Office	 Sep 20 2022 12:08PM	 LTI 20/09/2022	 20/09/2022
Baranilpur,Ambagan, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx6R,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SMART HOMES (as Partner)				
3	Name	Photo	Finger Print	Signature
	Mr Suvro Basu Son of Subhas Chandra Basu Date of Execution - 19/09/2022, , Admitted by: Self, Date of Admission: 20/09/2022, Place of Admission of Execution: Office	 Sep 20 2022 12:08PM	 LTI 20/09/2022	 20/09/2022
Senhati Colony, Flat No: C/3 P -21, City:- Not Specified, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx0F,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SMART HOMES (as Partner)				
4	Name	Photo	Finger Print	Signature
	Mr Debabrata Tah Son of Mihir Tah Date of Execution - 19/09/2022, , Admitted by: Self, Date of Admission: 20/09/2022, Place of Admission of Execution: Office	 Sep 20 2022 12:09PM	 LTI 20/09/2022	 20/09/2022

G.1 Road, Memari, City:- Memari, P.O:- Memari, P.S:-Memari, District:-Purba Bardhaman, West Bengal, India, PIN:- 713146, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ABxxxxx5R,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SMART HOMES (as Partner)

5	Name	Photo	Finger Print	Signature
	Mr Arnab Samanta Son of Rabintra Nath Samanta Date of Execution - 19/09/2022, , Admitted by: Self, Date of Admission: 20/09/2022, Place of Admission of Execution: Office	 <small>Sep 20 2022 12:09PM</small>	 <small>L1 20/09/2022</small>	 <small>20/09/2022</small>
St. Xaviers Road,Satabdibagh, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713103, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ATxxxxxx0G,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SMART HOMES (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Kali Krishna Mallick Son of Late Dayamay Mallick Burdwan Court Compound, City:- Not Specified, P.O:- Burdwan, P.S:- Bardhaman , District:-Purba Bardhaman, West Bengal, India, PIN:- 713101	 <small>20/09/2022</small>	 <small>20/09/2022</small>	 <small>20/09/2022</small>
Identifier Of Mr Rajib Roy, Mr Sangit Kumar Ghosh, Mr Somnath Ray, Mr Bikash Chandra Das, Mr Suvro Basu, Mr Debabrata Tah, Mr Arnab Samanta			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Rajib Roy	SMART HOMES-5 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Sangit Kumar Ghosh	SMART HOMES-2 Dec

Land Details as per Land Record

District: Purba Bardhaman, P.S:- Barddhaman, Municipality: BURDWAN, Road: UMR W14, Mouza: Balidanga, JI No: 35, Pin Code : 713103

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 1156, LR Khatian No:- 9871	Owner:রাজীব রায়, Gurdian:শুভেন্দু সুন্দর, Address:নিজ , Classification:বালু, Area:0.05200000 Acre,	Mr Rajib Roy
L2	LR Plot No:- 1156, LR Khatian No:- 9870	Owner:সঙ্গীত ঘোষ, Gurdian:কৃষ্ণ কিশোর, Address:নিজ , Classification:বালু, Area:0.01800000 Acre,	Mr Sangit Kumar Ghosh

On 20-09-2022

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

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

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

Presented for registration at 11:35 hrs on 20-09-2022, at the Office of the A.D.S.R. Bardhaman by Mr Rajib Roy , one of the Executants.

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 38,18,185/-

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

Execution is admitted on 20/09/2022 by 1. Mr Rajib Roy, Son of Mr Shubhendu Sundar Roy, Baranilpur, Chotobalidanga, P.O: Sripally, Thana: Bardhaman

,, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Business, 2. Mr Sangit Kumar Ghosh, Son of Late Krishna Kishore Ghosh, B.c Road,, P.O: Burdwan, Thana: Bardhaman

,, City/Town: BURDWAN, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by Profession Business

Indetified by Mr Kali Krishna Mallick, , Son of Late Dayamay Mallick, Burdwan Court Compound, P.O: Burdwan, Thana: Bardhaman

,, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 20-09-2022 by Mr Somnath Ray, Partner, SMART HOMES (Partnership Firm), 78, Baranilpur, Becharhat, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr Kali Krishna Mallick, , Son of Late Dayamay Mallick, Burdwan Court Compound, P.O: Burdwan, Thana: Bardhaman

,, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Execution is admitted on 20-09-2022 by Mr Bikash Chandra Das, Partner, SMART HOMES (Partnership Firm), 78, Baranilpur, Becharhat, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr Kali Krishna Mallick, , Son of Late Dayamay Mallick, Burdwan Court Compound, P.O: Burdwan, Thana: Bardhaman

,, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Execution is admitted on 20-09-2022 by Mr Suvro Basu, Partner, SMART HOMES (Partnership Firm), 78, Baranilpur, Becharhat, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr Kali Krishna Mallick, , Son of Late Dayamay Mallick, Burdwan Court Compound, P.O: Burdwan, Thana: Bardhaman

,, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Execution is admitted on 20-09-2022 by Mr Debabrata Tah, Partner, SMART HOMES (Partnership Firm), 78, Baranilpur, Becharhat, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr Kali Krishna Mallick, , Son of Late Dayamay Mallick, Burdwan Court Compound, P.O: Burdwan, Thana: Bardhaman

,, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Execution is admitted on 20-09-2022 by Mr Arnab Samanta, Partner, SMART HOMES (Partnership Firm), 78, Baranilpur, Becharhat, City:- Burdwan, P.O:- Sripally, P.S:-Bardhaman

, District:-Purba Bardhaman, West Bengal, India, PIN:- 713103

Indetified by Mr Kali Krishna Mallick, , Son of Late Dayamay Mallick, Burdwan Court Compound, P.O: Burdwan, Thana: Bardhaman

,, Purba Bardhaman, WEST BENGAL, India, PIN - 713101, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 12,007/- (B = Rs 12,000/- , E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 12,007/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 15/09/2022 9:47PM with Govt. Ref. No: 192022230122784368 on 15-09-2022, Amount Rs: 12,007/-, Bank: SBI EPay (SBlePay), Ref. No. 2332644849233 on 15-09-2022, Head of Account 0030-03-104-001-16

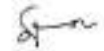
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,001/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 2,001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 15233, Amount: Rs.5,000/-, Date of Purchase: 19/09/2022, Vendor name: S Acharjya

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 15/09/2022 9:47PM with Govt. Ref. No: 192022230122784368 on 15-09-2022, Amount Rs: 2,001/-, Bank: SBI EPay (SBlePay), Ref. No. 2332644849233 on 15-09-2022, Head of Account 0030-02-103-003-02



Sanjit Sardar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
Purba Bardhaman, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2022, Page from 246427 to 246471
being No 020309703 for the year 2022.



Digitally signed by Sanjit Sardar
Date: 2022.09.27 14:14:29 +05:30
Reason: Digital Signing of Deed.

Sanjit

(Sanjit Sardar) 2022/09/27 02:14:29 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Bardhaman
West Bengal.

(This document is digitally signed.)