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

S. D. K.

Addl. District Sub-Registrar
Behala, South 24 Parganas

4 JUL 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made at Kolkata on this the 14th day of July, Two Thousand and Twenty Three (2023)

BETWEEN

SL. NO. H2 DT. 06.07.2023

VALUE OF N. J. STAMP RS. 5000/-

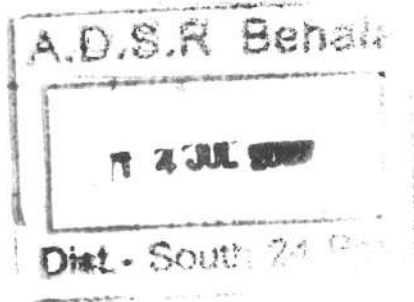
NAME OF PURCHASER. Happy Homes Realty

ADDRESS. 206, Deepata Road
P. S. Thalampalay
Kalleah - 700063

H. Mukherjee
H. MUKHERJEE

STAMP VENDFR S.R. BUDGE BUDG.

STAMP NO. H2-PA 5000/-
(Repeat for the size only)



Debarshi Roy
5/0 L. S. R. Roy
14/8 Minet'hi park
P. S. Thalampalay
P. O. Soumen
Kaf - 700069
Soumen

(1) MR. AKHILESH KUMAR GUPTA (PAN ADXPG1456G & AADHAAR NO. 5642 9367 9481), Son of Late Som Prakash Gupta, residing at 8B Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas, (2) **MRS. SEEMA GUPTA (PAN ADZPG8381Q & AADHAAR NO. 8462 0044 1680)** Wife of Mr. Akhilesh Kumar Gupta, residing at 8B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas, (3) **MR. SUBRATA MAJUMDAR (PAN ANNPM5180H & AADHAAR NO. 3874 0256 8458)**, Son of Late Ramandra Majumdar, residing at 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Behala, P.O. Behala, Police Station Behala presently Parnasree, Kolkata – 700034, District South 24 Parganas and (4) **MRS. JHARNA MAJUMDAR (PAN BLBPM6087J & AADHAAR NO. 3421 8721 3891)**, Wife of Mr. Subrata Majumdar, by Occupation - Housewife, residing at 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Behala, P.O. Behala, Police Station Behala presently Parnasree, Kolkata – 700034, District South 24 Parganas, all by Nationality Indian, all by religion Hindu, all by Occupation – Business, hereinafter called and referred to as **“OWNERS/FIRST PARTY”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**:

A N D

M/S. HAPPY HOMES REALTY (PAN AAJFH5801M), a Partnership Firm having its Office at 206, Daspara Road, P.O. Thakurpukur, Police Station Thakurpukur, Kolkata – 700063, District South 24 Parganas, represented by its Partners **(1) MR. AKHILESH KUMAR GUPTA (PAN ADXPG1456G & AADHAAR NO. 5642 9367 9481)**, Son of Late Som Prakash Gupta, residing at 8B Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas, (2) **MRS. SEEMA GUPTA (PAN ADZPG8381Q & AADHAAR NO. 8462 0044 1680)** Wife of Mr. Akhilesh Kumar Gupta, residing at 8B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas and (3) **MR. SUBRATA MAJUMDAR (PAN ANNPM5180H & AADHAAR NO. 3874 0256 8458)**, Son of Late Ramandra Majumdar, residing at 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Behala, P.O. Behala, Police Station Behala presently Parnasree, Kolkata – 700034, District South 24 Parganas, all by Nationality Indian, all by religion Hindu, all by Occupation – Business, hereinafter called and referred to as the **“DEVELOPER/SECOND**

PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, successors, successor-in-office, legal representatives, and/or assigns) of the **OTHER PART**.

As per the Deed of Reconstitution of Partnership Firm any Two Partners are authorized and empowered to sign all papers and documents on behalf of the Firm.

WHEREAS One Phanindra Nath Brahma, since deceased during his lifetime purchased **ALL THAT** piece and parcel of land measuring 1.96 Acres be the same or a little more or less lying and situated in R. S. Dag No. 1905 under R. S. Khatian No. 317 in Mouza Purba Barisha, J. L. No. 23, R. S. No. 43, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station the then Behala presently Thakurpukur, Sub-Registry Office at Alipore and within the local limit of the then South Suburban Municipality now within Ward No. 124 of The Kolkata Municipal Corporation in the District of the then 24 Parganas now South 24 Parganas from it's the then owners namely 1) Ramesh Chandra Addya, 2) Bhumesh Chandra Addya, 3) Gaganesh Chandra Addya, all sons of Late Satish Chandra Addya of 8, Mayarur Road, District South 24 Parganas by virtue of a Deed of Conveyance duly registered on 28/08/1942 in the Office of the District Sub-Registrar at Alipore, the then 24 Parganas now South 24 Parganas and recorded in Book No. I, Volume No. 73, Pages from 85 to 90, Being No. 2558 for the year 1942 with the valuable consideration mentioned therein.

AND WHEREAS after purchasing the said property the said Phanindra Nath Brahma seized and possessed of or otherwise well and sufficiently entitled to the said property as absolute owner thereof free from all encumbrances.

AND WHEREAS during enjoyment of the said property, the said Phanindra Nath Brahma died intestate leaving behind his wife Mrs. Akinchan Brahma and only son Shefalindra Nath Brahma as his only legal heir, heiress and successors who jointly inherited the said property as left by the said Phanindra Nath Brahma, since deceased as per the provision of the Succession Act.

AND WHEREAS after the death of the said Phanindra Nath Brahma, the said Mrs. Akinchan Brahma and Shefalindra Nath Brahma became the joint owners of the said

property free from all sorts of encumbrances and thereafter the said Mrs. Akinchan Brahma died intestate leaving behind her aforesaid only son Shefalindra Nath Brahma as her only legal heir and successor who inherited the said property as left by the said Mrs. Akinchan Brahma, since deceased as per the provision of the Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Mrs. Akinchan Brahma, the said Shefalindra Nath Brahma became the absolute owner of the said property and thereafter the said Shefalindra Nath Brahma died intestate on 28/07/1995 leaving behind him surviving his two daughters namely Mala Brahma and Mrs. Maitry Dutta, Wife of Santanu Dutta, as his only legal heiresses and successors who jointly inherited the said property as left by the said Shefalindra Nath Brahma, since deceased as per the provision of the Hindu Succession Act, 1956. Be it noted here that the wife of the said Shefalindra Nath Brahma namely Mrs. Shefali Brahma died earlier on 15/02/1974 i.e. long before the death of the said Shefalindra Nath Brahma.

AND WHEREAS after the death of the said Shefalindra Nath Brahma, the said Mala Brahma and Mrs. Maitry Dutta became the joint owners of the said property free from all sorts of encumbrances.

AND WHEREAS in the aforesaid manner, the said Mala Brahma and Mrs. Maitry Dutta, Wife of Santanu Dutta became the joint owners of **ALL THAT** piece and parcel of land measuring 24.14 Decimals be the same or a little more or less (As per physical measurement) lying and situated in R. S. Dag No. 1905 under R. S. Khatian No. 317 in Mouza Purba Barisha, J. L. No. 23, R. S. No. 43, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station the then Behala presently Thakurpukur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and within the local limit of Ward No. 124 of The Kolkata Municipal Corporation in the District of South 24 Parganas.

AND WHEREAS during the operation of the L. R. Settlement, the name of the said Mala Brahma is recorded as the sixteen annas recorded owner of land measuring 12.07 Decimals in L. R. Dag no. 1905 under L. R. Khatian No. 8674 of Mouza Purba Barisha and name of the said Mrs. Maitry Dutta is recorded as the sixteen annas recorded owner of land measuring 12.07 Decimals in L. R. Dag no. 1905 under L. R.

Khatian No. 8675 of Mouza Purba Barisha, and the said Mala Brahma and Mrs. Maitry Dutta also recorded their names in the Assessment Record of The Kolkata Municipal Corporation in respect of the said property and the said property is assessed and numbered as Municipal Premises No. 202, Das Para Road, within Ward No. 124 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata – 700063 and its Assessee No. 41-124-04-0199-3 in the District of South 24 Parganas and erected structure thereon and were enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS during enjoyment of the said property, the said Mala Brahma and Mrs. Maitry Dutta jointly sold, transferred and conveyed **ALL THAT** piece and parcel of Bastu land measuring **07 (Seven) Cottahs 04 (Four) Chittaks 0 (Zero) Sq. ft.** be the same or a little more or less together with Cemented Flooring Roof Tile Shed residential Structure having an area of **100 Sq. ft. (more or less)** standing thereon out of their total property lying and situated in R. S. Dag No. 1905 under R. S. Khatian No. 317 corresponding to L.R. Dag No. 1905 under L.R. Khatian Nos. 8674 and 8675 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 43, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and part of its Municipal Premises No. 202, Das Para Road, within Ward No. 124 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata – 700063 and its Assessee No. 41-124-04-0199-3 in the District of South 24 Parganas along with right to enjoy the 15'-00" wide Common Passage on the Western Side of the said property to Akhilesh Kumar Gupta, Son of Late Som Prakash Gupta, Mrs. Seema Gupta, Wife of Mr. Akhilesh Kumar Gupta, Subrata Majumdar, Son of Late Ramendra Chandra Majumdar and Mrs. Jharna Majumdar, Wife of Mr. Subrata Majumdar by a Deed of Conveyance dated 30th September, 2019 duly registered in the Office of the A.D.S.R, Behala, South 24 Parganas and recorded in Book No. I, Volume No. 1607-2019, Pages from 342413 to 342452, Being No. 160710793 for the year 2019 with a valuable consideration mentioned therein.

AND WHEREAS after purchasing the said property, the said Akhilesh Kumar Gupta, Mrs. Seema Gupta, Subrata Majumdar and Mrs. Jharna Majumdar seized and possessed of or otherwise well and sufficiently entitled to the said property as joint Owners thereof and mutated their names in the Assessment Record of The Kolkata

Municipal Corporation in respect of the said property and the said property is assessed and numbered as **Municipal Premises No. 202A, Das Para Road, within Ward No. 124 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata – 700063** and its Assessee No. 41-124-04-1157-3 in the District of South 24 Parganas and are enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS thereafter the said Akhilesh Kumar Gupta, Mrs. Seema Gupta, Subrata Majumdar and Mrs. Jharna Majumdar mutated their names in the record of the B.L. & L.R.O., Kolkata in the name of Akhilesh Kumar Gupta in L. R. Dag No. 1905 under L. R. Khatian No. 10751 and in the name of Mrs. Seema Gupta in L. R. Dag No. 1905 under L. R. Khatian No. 10752 and in the name of Subrata Majumdar in L. R. Dag No. 1905 under L. R. Khatian No. 10753 and in the name of Mrs. Jharna Majumdar in L. R. Dag No. 1905 under L. R. Khatian No. 10754 in Mouza Purba Barisha, J. L. No. 123, Police Station Thakurpukur and accordingly the R.O.R. of the L. R. Settlement was finally published after observing all formalities by L.R. Department of the Govt. Of West Bengal and the said Akhilesh Kumar Gupta, Mrs. Seema Gupta, Subrata Majumdar and Mrs. Jharna Majumdar are enjoying the same by payment of rates and taxes to the appropriate authorities.

AND WHEREAS in the aforesaid manner, the said Akhilesh Kumar Gupta, Mrs. Seema Gupta, Subrata Majumdar and Mrs. Jharna Majumdar, the Owners/First Party herein became the joint owners of **ALL THAT** piece and parcel of Bastu land measuring 07 (Seven) Cottahs 04 (Four) Chittaks 0 (Zero) Sq. ft. be the same or a little more or less together with Cemented Flooring Roof Tile Shed residential Structure having an area of 100 Sq. ft. (more or less) standing thereon lying and situated in R. S. Dag No. 1905 under R. S. Khatian No. 317 corresponding to L.R. Dag No. 1905 under previous L.R. Khatian Nos. 8674 and 8675 and present L. R. Khatian Nos. 10751, 10752, 10753 and 10754 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 43, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its Municipal Premises No. 202A, Das Para Road, within Ward No. 124 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata – 700063 and its Assessee No. 41-124-04-1157-3 in the District of South 24 Parganas along

with right to enjoy the 15'-00" wide Common Passage on the Southern Side of the said property.

AND WHEREAS the Owners/First Party herein jointly decided to develop their aforesaid property by erecting new building thereon consisting of several Flats as per Plan to be sanctioned and/or approved by The Kolkata Municipal Corporation and accordingly the Owners/First Party herein approached the Developer/Second Party herein to construct the "BUILDING" on the said property or on the property after obtaining the Building Plan to be sanctioned and/or approved by the Kolkata Municipal Corporation.

AND WHEREAS the Developer/Second Party after discussion with the Owners/ First Party have agreed to undertake the development work on the said plot of land and after the demolition of the existing Structure standing thereon as per the Building Plan duly sanctioned by The Kolkata Municipal Corporation with works specification as mentioned herein below.

AND WHEREAS to avoid future complications the parties hereto of this Development Agreement have agreed and entered into this Development Agreement on this 14th day of July, Two Thousand and Twenty Three (2023) by incorporating the terms and conditions of the Development of the said premises which are as follows :

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

ARTICLE - I, DEFINITION

1. **OWNERS** - shall mean (1) **MR. AKHILESH KUMAR GUPTA**, Son of Late Som Prakash Gupta, residing at 8B Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata - 700027, District South 24 Parganas, (2) **MRS. SEEMA GUPTA**, Wife of Mr. Akhilesh Kumar Gupta, residing at 8B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata - 700027, District South 24 Parganas, (3) **MR. SUBRATA MAJUMDAR**, Son of Late Ramandra Majumdar, residing at 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Behala, P.O. Behala, Police Station Behala presently Parnasree, Kolkata - 700034, District South 24 Parganas and (4) **MRS. JHARNA MAJUMDAR**, Wife of Mr. Subrata Majumdar, residing at 93/2/1, Becharam

Chatterjee Road, Near Gadar Math, Behala, P.O. Behala, Police Station Behala presently Parnasree, Kolkata – 700034, District South 24 Parganas, and their respective heirs, executors, administrators, legal representatives and assigns.

2. **DEVELOPER** - shall mean **M/S. HAPPY HOMES REALTY**, a Partnership Firm having its Office at 206, Daspara Road, P.O. Thakurpukur, Police Station Thakurpukur, Kolkata – 700063, District South 24 Parganas, represented by its Partners (1) **MR. AKHILESH KUMAR GUPTA**, Son of Late Som Prakash Gupta, residing at 8B Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas, (2) **MRS. SEEMA GUPTA**, Wife of Mr. Akhilesh Kumar Gupta, residing at 8B, Alipore Road, P.O. Alipore, Police Station Alipore, Kolkata – 700027, District South 24 Parganas and (3) **MR. SUBRATA MAJUMDAR**, Son of Late Ramandra Majumdar, residing at 93/2/1, Becharam Chatterjee Road, Near Gadar Math, Behala, P.O. Behala, Police Station Behala presently Parnasree, Kolkata – 700034, District South 24 Parganas and its successors, successors-in-office, executors, administrators, legal representatives and assigns.

3. **THE SAID PROPERTY** - Shall **ALL THAT** piece and parcel of Bastu land measuring **07 (Seven) Cottahs 04 (Four) Chittaks 0 (Zero) Sq. ft. be the same or a little more or less together with Cemented Flooring Roof Tile Shed residential Structure having an area of 100 Sq. ft. (more or less) standing thereon lying and situated in R. S. Dag No. 1905 under R. S. Khatian No. 317 corresponding to L.R. Dag No. 1905 under previous L.R. Khatian Nos. 8674 and 8675 and present L. R. Khatian Nos. 10751, 10752, 10753 and 10754 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 43, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its Municipal Premises No. 202A, Das Para Road, within Ward No. 124 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata – 700063 and its Assessee No. 41-124-04-1157-3 in the District of South 24 Parganas along with right to enjoy the 15'-00" wide Common Passage on the Southern Side of the said property.**

4. **BUILDING** - shall mean the G+III Storied building to be constructed on the said premises in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation (S.S. Unit) by the said Developer with its cost and effort.

5. **OWNERS' ALLOCATION** - The Developer shall provide the Owners' allocation in the Building to be constructed on the said premises or the premises (after demolition of existing Structure standing thereon) in the following manner :
- A) The Developer/Second Party shall provide **20%** of the total constructed area of the Building to be constructed on the said premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation to the Owners/First Party herein.
- B) The above allocation including undivided proportionate share of right, title and interest of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises more fully and particularly set out in the Second Schedule hereunder written, along with the Owners having absolute right to sell, transfer, lease, let out or self use or in any manner deal with the same as the joint Owners thereof. The Owners' allocation shall be provided with fixture fittings and amenities as set out in the Fifth Schedule hereinafter stated.
- C) Except the above the Owners shall not claim or demand any area in the building to be constructed in the said premises or shall not demand any further amount for the sale of flat/s, car parking spaces within the Developer's allocation of the building to be constructed at the said premises.
- D) The Developer shall arrange to demolish the existing Structure on the said premises by its own cost and effort and shall collect the sale proceeds of the existing building materials along with its fittings and fixtures.
- E) The Owners shall pay the rates and taxes and other outgoings and expenses in respect of the said property upto the date of execution of this Development Agreement and the Developer shall be liable and responsible to pay the rates and taxes in respect of the said property from the date of execution of this Agreement to till date of handover of Owners' allocation in the Building to the Owners and the Owners are liable to pay the rates and taxes in respect of the Owners' allocation of the Building from the date of taking over the said allocation. After allotment of Owners' allocation to the Owners, the Developer shall be responsible and liable for payment of rates and taxes in respect of the Developer's allocation in the Building.

F) POSSESSION OF THE SAID BUILDING : The Developer shall handover the possession of the Owners' allocation in the building to be constructed on the said Premises within 24 months from the date of sanction of Building Plan subject to handover the vacant possession of the said property to the Developer by the Owners. If the Developer/Second Party herein fails to handover the Owners' allocation within the aforesaid stipulated time due to force majeure, Labour Strike or any unavoidable circumstances in that case the Owners shall give another period of 6 months for completion of the total project.

G) The original copies of title deed, Tax Receipt of the K.M.C. including Mutation Certificate, Khajna receipt and other related deeds and other related documents in respect of the said property shall be produced by the Owners to the Developer on proper receipt at the time of execution of this Development Agreement and the Developer shall return the said Original Deeds and documents to the Owners at the time of handover the possession of the Owners' allocation.

6. DEVELOPER'S ALLOCATION : Shall mean the remaining area (i.e. 80% constructed area) of the G+III Storied Building to be constructed on the said premises i.e. excepting Owners' allocation including undivided proportionate share of land of the said premises and right to enjoy the common areas, facilities and amenities comprised in the said building as well as in the said premises together with absolute right to enter into Agreement for Sale or transfer of Flats within the Developer's allocation of the Building to be constructed on the said premises and to deal with the same in any manner whatsoever as per the discretion of the Developer.

Ultimate roof of the Building shall be common for all occupants of the Building including owners.

The Developer shall have right to enter into Agreement for Sale/Agreements for Sale or any type of transfer or in any way deal with the Developer's allocation of the Building in the manner hereinafter provided.

7. ENGINEER/ARCHITECT : Shall mean such person or persons may be appointed by the Developer for supervising the construction of the building and act as per The Kolkata Municipal Corporation building rules.

8. **BUILDING PLAN** - Shall mean such plan prepared by the Architect appointed by the Developer and to be sanctioned by The Kolkata Municipal Corporation S.S. Unit and the cost of the Building Plan shall be borne by the Developer. The Developer shall cause to sanction the Building Plan in the names of the Owners upon supplying all deeds and documents from the Land Owners as per requisition of the Developer and the Original copy of the said deeds and documents shall be produced by the land owners as per demand of the Developer.
9. **COMMON EXPENSES** - shall mean and include proportionate share of the cost, charges and expenses for working, maintenance upkeep, repair and replacement of the common parts, common amenities.
10. **COMMON AREAS AND COMMON FACILITIES** - Shall include corridors, stairways, passageways, common toilets, on the Ground Floor, pump room, water, pump and motor and ultimate Roof (Roof of the Building as per the Building Plan duly sanctioned by The Kolkata Municipal Corporation) and other facilities which may be mutually agreed upon between the parties hereto and required for the establishment, location, enjoyment provision, maintenance and/or management of the building which shall always remain as joint property of the Owners and/or their nominee or nominees or legal heirs and the Developer and/or their respective nominee or nominees.
11. **SALEABLE SPACE** : the Developer shall be entitled to deal with its allocation as per its own decision and choice and shall have right to enter into Agreement for Sale in respect of the sale of the Flats within the Developer's allocation as specified above.

ARTICLE – II, COMMENCEMENT

1. This agreement shall commence on and from or from the date of execution of the agreement. This agreement shall commence on and with effect from 14th day of July, 2023.

ARTICLE – III, OWNERS' RIGHTS AND REPRESENTATION

1. The Owners hereto seized and possessed of and/or well and sufficiently entitled to the said Land **ALL THAT** piece and parcel of Bastu land measuring 07 (Seven) Cottahs 04 (Four) Chittaks 0 (Zero) Sq. ft. be the same or a little more or less together with Cemented Flooring Roof Tile Shed residential Structure

having an area of 100 Sq. ft. (more or less) standing thereon lying and situated in R. S. Dag No. 1905 under R. S. Khatian No. 317 corresponding to L.R. Dag No. 1905 under previous L.R. Khatian Nos. 8674 and 8675 and present L. R. Khatian Nos. 10751, 10752, 10753 and 10754 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 43, Touzi Nos. 1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its **Municipal Premises No. 202A, Das Para Road, within Ward No. 124 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata – 700063 and its Assessee No. 41-124-04-1157-3 in the District of South 24 Parganas** along with right to enjoy the 15'-00" wide Common Passage on the Southern Side of the said property.

2. The Owners shall make over and deliver the possession of the said total premises to the Developer for the purpose of the development work with the terms and conditions of this Development Agreement.
3. The Developer has satisfied that the Owners have a good, clear absolute marketable title to enter into this Agreement with the Developer.
4. None else other than the Owners have any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
5. No notice of acquisition or requisition has been received or has been served upon the Owners nor the Owners are aware of any such notice or order of acquisition or requisition in respect of the said premises or property or any part thereof.
6. That there is no suit or proceedings pending regarding the title in respect of the said property or any part thereof before any Court within the jurisdiction or any court within the territory of India.
7. That the Owners are solely responsible for handover the vacant possession of the said Premises to the Developer for construction purpose i.e. construction of the Building.

8. There is no bar legal or otherwise for the Owners to obtain the Certificate under Section 230 (a) (A) of the Income Tax Act, 1961 and other consents and permission that may be required in dealing with the said premises in any manner whatsoever.
9. No part of the said properties and/or premises is subject to any order of acquisition or a requisition has been served upon the Owner.
10. The Owners said properties and/ or premises have not been subject to any notice of attachment under public demands recovery Act or for payment of Income Tax and Municipal Dues of any statutory dues whatsoever by or however.
11. The Owners said premises does not belong to any public work or for any private work and/ or does not belong to any temple, church, mosque or under any Trust private or public or any endowment.

ARTICLE – IV, DEVELOPER’S RIGHTS

1. The Owners hereby grant subject to what have been hereunder provided **exclusive right to the Developer to construct Building on the said premises in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties hereto. All applications for sanction of plan, modification of plan if any and others papers and documents as may be necessary for sanction of Building plan and for modification if any and rectification of plan from appropriate authority shall be prepared and submitted by the Developer on behalf of the Owners at the Developer’s own cost and expenses and the Developer shall pay and bear all fees including Architect’s fees, charges and expenses required to the paid or deposited for aforesaid purpose.**
2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said premises or any part thereof to the Developer or creating any right title or interest in respect thereof to the Developer other than an exclusive license for the purpose of development of the said premises in terms hereof and that the Developers shall carry total construction work of the proposed **building at their own costs and will take the sale proceeds of Developer’s allocation exclusively subject to completion and handover the owner’s allocation of the said proposed building.**

3. The selling rate of the Developer's allocation will be fixed by the Developers without any permission or consultation with the Owner. The profit and loss earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Owners' allocation on accounts of loss or vice versa on account of profit from Developer's allocation. Developers is empowered to collect consideration money from the sale of Developer's allocation from the intending purchasers and issue money receipt in their own names and moreover take advance and full and final consideration from the intending Purchasers for Developer's allocation only.

ARTICLE – V, POSSESSION

1. Possession of the said premises shall be handed over by the Owners to the Developer on the date as per requisition in writing of the Developer only for construction purpose as per the terms of this Agreement subject to Article XII..
2. The Developer after obtaining the possession of the said premises from the Owners shall issue a certificate indicating that the Developer have obtained possession of the said premises from the Owners free from all encumbrances whatsoever.

ARTICLE – VI, PROCEDURE

1. Development Power of Attorney : The Owners shall grant proper authority to the Developer by executing a Development Power of Attorney duly registered as may be required by the Developer for the purpose of the construction of the G+III Storied building on the said premises and represent the Owners for all purpose in connection with the construction work of the said building before the appropriate authorities alongwith Agreement for sale and Deed of Conveyance of Flats within the Developer's allocation of the said Building provided the same shall not create any financial liabilities upon the Owners for construction of the G+III Storied building in any manner whatsoever.
2. Further Acts : Notwithstanding grant of the aforesaid Development Power of Attorney the Owners hereby undertake that the Owners will sign all papers, documents deed etc. required for the construction of the G+III Storied building and sanction of Building Plan at the Developer's cost as per requisitions of the Developer.

ARTICLE – VII, BUILDING

1. The Developer shall at its own cost and expenses construct erect and complete the building at the said premises in accordance with the Building Plan duly sanctioned by The Kolkata Municipal Corporation Authority and in conformity with such specifications and with the best basic materials with an intent that the said building will be a decent and strong residential building with fittings and fixtures as are mentioned in the FIFTH SCHEDULE hereunder written.
2. Subject to as aforesaid the decision of the Architect engaged in the said project by the Developer regarding the quality of the basic building materials shall be final and binding on the parties hereto.
3. The Developer at its own cost and expenses shall be authorized in the names of the Owners if necessary to apply and obtain quotas, and other allocations for cement, steel, bricks and other building materials, allocable to the Owners for the construction of the building and similarly apply to obtain temporary and permanent connection of water, electricity, gas, power if necessary and permanent drainage and sewerage connection to newly built up building and other inputs and facilities required for the construction and enjoyment of the building.
4. The Developer at its own cost, fees, charges and expenses construct and complete the said new building and various units and/or apartments therein in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation provided the Developer shall get the vacant possession of the said premises from the Owners.

ARTICLE – VIII, DEALING OF SPACE IN THE BUILDING

1. The Developer shall on completion of the new building put the Owners into undisputed possession of the Owners' allocation **TOGETHER WITH** the rights in proportionate share of land along with right to enjoy the common areas, facilities and amenities including roof as common. The Owners' Allocation shall be completed in all respect and shall be provided with the fixture & fittings and all amenities as set out in the **FIFTH SCHEDULE** hereinafter stated.
2. The Owners shall be entitled to transfer or otherwise deal with the Owners' allocation in the new building to be constructed by the Developer.

3. After the transfer of Owners' allocation to the Owners the Developer shall be **exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose of the same to a good person without any prior information to the Owners herein and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.**

4. After completion of the building in all respect and on getting the Owners' allocation, the Owners through their Constituted Attorney shall execute the Deed of Conveyance or Conveyances as Vendors in favour of the Developer or its nominee or nominees in such part as shall be required for the Developer's allocation PROVIDED HOWEVER the cost of such conveyance or conveyances, including stamp duties and registration fees and expenses and all other legal expenses shall be borne and paid by the Developer or its nominee or nominees.

ARTICLE – IX, COMMON FACILITIES

1. After completion of the new building as per Building Plan duly sanctioned by the Kolkata Municipal Corporation and specification, the Developer shall handover the allocation to the Owners as mentioned in the Second Schedule hereto and the remaining portion of the Building shall be treated as the Developer's Allocation and the Developer shall have exclusive right over the Developer's allocation of the Building. The Owners and the Developer shall punctually and regularly pay the rates and taxes for their respective portion to the appropriate authorities and both of them shall keep each other indemnified against all claim, action, demand, cost, charges, expenses whatsoever.

2. Any transfer of any part of the Owners' allocation in the new building shall be subject to the provisions hereof and the party of the Owners thereafter be responsible to pay the said rates and service charges for the common facilities in respect of the space transferred to him/them.

ARTICLE – X – COMMON RESTRICTION

1. The Owners' Allocation in the building shall be the subject to the same restrictions and use as applicable to the Developer's allocation in the building intending for common benefits of all the occupiers of the building, which shall include the following.

2. Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity or not to use for any purposes which may cause any nuisance or hazard to the other occupiers of the building.
3. Neither party shall demolish or permit to be demolished any wall or any structure in their respective allocation or any portion thereof or make any structural alteration either major or minor therein without the written consent of others.
4. Neither party shall transfer or permit to be transferred of his/her/their respective allocation or any portion thereof unless.
 - a) Such party shall observe and perform all terms and conditions on their respective parts to be observed and/or performed.
 - b) The proposed transferee shall have given a written undertaking to that effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in respect to area in his/her/their possession.
5. Both the parties shall abide by all laws, bye-laws, rules and regulations of the government, local bodies as the case may be and shall attend to answer and be responsible for any deviation/ violation and/or breach of any of the said laws, bye-laws, rules and regulations.
6. The respective allottee shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances, floor and ceiling etc. of their respective allocations in the building in good working condition and repair and in particular not to cause any damage to the building or any other space or accommodation therein.
7. Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
8. No goods or items shall be kept by any party for display or otherwise in the corridor or at any other place of common use and enjoyment in the building and no

hindrance shall be caused in any manner in the free movement of the users in the corridors and other places of common use and enjoyment in the building.

9. Neither party shall throw or accumulate any dirt, rubbish or refuse or permit the same to be thrown or accumulate in or about in the Building or in the compound, corridors at the said premises.

ARTICLE – XI -OWNERS' OBLIGATION

1. The Owners doth hereby agree and covenant with the Developer not to do any **act deed** or thing whereby the Developer may be prevented from making **Agreement for Sale** and /or disposing its part (Developer's allocation) of the building or at the said Premises in favour of the intending buyers of flats/apartments in the said building, the Owner further gives undertaking for and on behalf of their agents, servants, representatives for similar act at their own liability and responsibility. The clause will be applicable subject to fulfillment of all terms, conditions and their responsibilities and obligations by the Developers as mentioned in this agreement

2. The Owners herein, will have no right, authority and power to terminate and/ or **determine this Agreement within the stipulated period of construction and sale of the said building** it is recorded herein that the completion period of the construction of the proposed building shall be only 24 (Twenty Four) months from the date of the sanction of the building plan. And the Owners shall hand over vacant possession of the landed property as earlier to the Developers and in view of that Owners shall be bound to clear and vacant the said land and in the event of any tenants or possessor if any found in or any portion over the land the Developers shall arrange to vacate or clear the same and also the Owners herein will help in that matter.

3. The Owners doth agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building at the said premises to be constructed by the Developer excepting on reasonable grounds.

4. The Owners doth agree and covenant with the Developer not to let out, lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction and till the date of completion of the total transaction in pursuance of these presents.

5. The Owners and their property will not be liable for or responsible for any financial obligation of the Developer towards any bank/financial institution or any individual in any manner whatsoever.

ARTICLE – XII, DEVELOPER'S OBLIGATION

1. The Developer hereby agrees and covenants with the Owners to complete the construction work of the Building on the said premises as per Building Plan duly sanctioned by The Kolkata Municipal Corporation within 24 months from the date of sanction of Building Plan subject to handover the vacant possession of the said property to the Developer by the Owners.
If the Developer/Second Party herein fails to handover the Owners' allocation within the aforesaid stipulated time due to force majeure, Labour Strike or any unavoidable circumstances in that case the Owners shall give another period of 6 months for completion of the total project.
2. The Developer hereby agrees and covenants that the Developer shall strictly follow the rules and regulation of the Building Rules of The Kolkata Municipal Corporation, Building Department during the period of construction and not to do any act, deed or thing whereby the Owners are prevented from enjoying selling assigning and/or disposing the Owners' allocation in the said premises.
3. The Developer shall not have any right, title and interest in the Owners' allocation together, with the proportionate share of land, facilities and amenities which shall solely and exclusively belong and continue to belong to the Owners.
4. The Developer shall be entitled to deal with its allocation in the Building to be constructed on the said premises and the Developer shall be entitled to enter into any agreement for Sale or Deed of Conveyance for sale of Flats within the Developer's allocation with any Intending Purchaser or Purchasers and to receive the advance / booking money and/or consideration money for the sale of the same.
5. The Developer shall construct the building in accordance with the Building Plan to be sanctioned by the K.M.C., consequences of any deviation which may invite any objection from the appropriate authority/ies shall be the sole responsibility of the Developer.

6. The Developer shall issue the Complete Certificate from the Reputed L.B.S. engaged in the said project and the Completion Certificate from The K.M.C. authority or any other authority shall be arranged by the Developer by the Cost of Owners and other occupants of the Building.

ARTICLE – XIII, OWNERS' INDEMNITY

1. The Owners doth hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbance from the Owners provided the Developer shall perform and fulfill all the terms and conditions herein contained and/or their part to be observed and performed.

ARTICLE – XIV, DEVELOPER'S INDEMNITY

1. The Developer doth hereby undertake to keep the Owners and their legal heirs and nominees indemnified against all actions cost suits and proceedings and claim that may arise out of the Developer's acts, deeds, matters, things, affairs, commission or otherwise with regard to the development of the said premises and/or in the matter of construction of the said building and/or defect therein.

ARTICLE – XV, MISCELLANEOUS

1. The Owners and the Developer have entered into this Agreement purely as a joint Venture basis and nothing contained herein shall be deemed to construe as a Partnership between the parties hereto in any manner whatsoever nor shall be parties hereto constitute an Association of persons within the meaning of law.

2. It is understood from time to time to facilitate uninterrupted Construction of the building by the Developer various deeds, documents, matters and things not herein specified may be required to be done and various application and other documents may be required to be signed by the Owners relating to which specific provision may not have been mentioned herein, the Owners hereby undertake to do all such acts, deeds, matters and things and the Owners hereby undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe on the rights of the Owners and/or against the sprits of these presents.

3. The Owners shall not be liable for any Income-tax, property Tax or any other taxes in respect of the Developer's allocation which is the sole responsibility of the

Developer and the Developer shall always keep the Owners indemnified against all actions/claims, suits proceedings, cost, charges and expenses in respect thereof.

4. Any notice required to be given by the Developer to the Owners shall without prejudice to any other mode of service available be deemed to have served on the Owners if delivered by hand and duly acknowledge or send by prepaid registered post with acknowledgement due to the last known address of the Owners and vice-versa.
5. From the date of assessment of the new building each party shall be liable to pay and bear proportionate share of rates and taxes in respect of each respective spaces subject to the handover of the possession of the Owners' allocation.
6. As soon as the building is completed within the time herein above mentioned the Developer shall give written notice to the Owners regarding handing over the Possession of the Owners' allocation in the new building and the Developer shall issue the Possession letter for Owners' Allocation to the Owners.
7. The building proposed to be constructed by the Developer shall be made at its own cost and expenses fully in accordance with the specification as mentioned and described in the Fifth Schedule hereunder written.

ARTICLE – XVI, JURISDICTION

1. For adjudication of dispute and differences between the parties hereto in any manner relating to or arising out of these presents or in any way connected with the land and/or building the Ld. Civil Court having jurisdiction over the said property will be the actual forum or place to solve the dispute .

ARTICLE – XVII, FORCE MAJEURE

1. The parties hereto shall not be considered to be liable for any obligations hereunder written to the extent in respect of existence of 'Force Majeure'.
2. Force Majeure shall mean flood, earthquake, tempest and/or other act or commission beyond the control of the parties hereto.
3. In case of Force Majeure, the time for completion of the construction of the new building shall be extended mutually in writing.

THE FIRST SCHEDULE ABOVE REFERRED TO:
(Description of the property which is the subject matter of the Development Agreement)

ALL THAT piece and parcel of Bastu land measuring **07 (Seven) Cottahs 04 (Four) Chittaks 0 (Zero) Sq. ft.** be the same or a little more or less together with **Cemented Flooring Roof Tile Shed residential Structure having an area of 100 Sq. ft. (more or less)** standing thereon lying and situated in R. S. Dag No. 1905 under R. S. Khatian No. 317 corresponding to L.R. Dag No. 1905 under previous L.R. Khatian Nos. 8674 and 8675 and present L. R. Khatian Nos. 10751, 10752, 10753 and 10754 in Mouza Purba Barisha, J. L. No. 23 (new 123), R. S. No. 43, Touzi Nos.1-6, 8-10, 12-16, Pargana Khaspur, Police Station Thakurpukur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Behala and its **Municipal Premises No. 202A, Das Para Road, within Ward No. 124 of The Kolkata Municipal Corporation, Police Station Thakurpukur, Kolkata – 700063 and its Assessee No. 41-124-04-1157-3** in the District of South 24 Parganas along with right to enjoy 15'-00" wide Common Passage on the Southern Side of the said property. The said property is butted and bounded in the following manner :

- ON THE NORTH : By K.M.C. Buster Plant.
- ON THE SOUTH : by Partly 4.4 M (15'-00") wide Common Passage and Partly land of Mala Brahma and Maitry Dutta.
- ON THE EAST : By K.M.C. Buster Plant and existing One Storey Building of Others.
- ON THE WEST : By Existing Two Storied Building of Others.

THE SECOND SCHEDULE ABOVE REFERRED TO:
(ALLOTMENT OF ALLOCATION TO THE OWNERS AFTER DEVELOPMENT OF THE FIRST SCHEDULE PROPERTY)

The Developer shall provide the Owners' allocation in the Building to be constructed on the said premises or the premises (after demolition of existing Structure standing thereon) in the following manner :

- A) The Developer/Second Party shall provide 20% of the total constructed area of the Building to be constructed on the said premises as per the Building Plan to be sanctioned by The Kolkata Municipal Corporation to the Owners/First Party herein.
- B) The above allocation including undivided proportionate share of right, title and interest of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises more fully and particularly set out in the Second Schedule hereunder written, along with the Owners having absolute right to sell, transfer, lease, let out or self use or in any manner deal with the same as the joint Owners thereof. The Owners' allocation shall be provided with fixture fittings and amenities as set out in the Fifth Schedule hereinafter stated.
- C) Except the above the Owners shall not claim or demand any area in the building to be constructed in the said premises or shall not demand any further amount for the sale of flat/s, car parking spaces within the Developer's allocation of the building to be constructed at the said premises.
- D) The Developer shall arrange to demolish the existing Structure on the said premises by its own cost and effort and shall collect the sale proceeds of the existing building materials along with its fittings and fixtures.
- E) The Owners shall pay the rates and taxes and other outgoings and expenses in respect of the said property upto the date of execution of this Development Agreement and the Developer shall be liable and responsible to pay the rates and taxes in respect of the said property from the date of execution of this Agreement to till date of handover of Owners' allocation in the Building to the Owners and the Owners are liable to pay the rates and taxes in respect of the Owners' allocation of the Building from the date of taking over the said allocation. After allotment of Owners' allocation to the Owners, the Developer shall be responsible and liable for payment of rates and taxes in respect of the Developer's allocation in the Building.
- F) **POSSESSION OF THE SAID BUILDING** : The Developer shall handover the possession of the Owners' allocation in the building to be constructed on the said Premises within 24 months from the date of sanction of Building Plan subject to handover the vacant possession of the said property to the Developer by the Owners.

If the Developer/Second Party herein fails to handover the Owners' allocation within the aforesaid stipulated time due to force majeure, Labour Strike or any unavoidable circumstances in that case the Owners shall give another period of 6 months for completion of the total project.

G) The original copies of title deed, Tax Receipt of the K.M.C. including Mutation Certificate, Khajna receipt and other related deeds and other related documents in respect of the said property shall be produced by the Owners to the Developer on proper receipt at the time of execution of this Development Agreement and the Developer shall return the said Original Deeds and documents to the Owners at the time of handover the possession of the Owners' allocation.

THE THIRD SCHEDULE ABOVE REFERRED TO:
(DESCRIPTION OF THE ALLOCATION OF THE DEVELOPER AFTER THE DEVELOPMENT OF THE FIRST SCHEDULE PROPERTY)

Shall mean the **remaining area (i.e. 80% constructed area)** of the G+III Storied Building to be constructed on the said premises i.e. excepting Owners' allocation including undivided proportionate share of land of the said premises and right to enjoy the common areas, facilities and amenities comprised in the said building as well as in the said premises together with absolute right to enter into Agreement for Sale or transfer of Flats within the Developer's allocation of the Building to be constructed on the said premises and to deal with the same in any manner whatsoever as per the discretion of the Developer.

Ultimate roof of the Building shall be common for all occupants of the Building including owners.

The Developer shall have right to enter into Agreement for Sale/Agreements for Sale or any type of transfer or in any way deal with the Developer's allocation of the Building in the manner hereinafter provided.

THE FOURTH SCHEDULE ABOVE REFERRED TO :
(DESCRIPTION OF THE COMMON PORTIONS AFTER CONSTRUCTION OF THE NEW BULDING ON THE FIRST SCHEDULE PROPERTY)

I) Areas :

- a) Entrance and exits.
 - b) Boundary Walls and Main Gate of the Premises.
 - c) Staircase, stair head room and lobbies on all the floors of the Building.
 - d) Entrance lobby, electric/utility room, water pump room, generator room (if any).
 - f) Ultimate roof of the Building shall be common for all occupants of the Building including owners.
- II) Water, Pumping and Drainage :
- a) Drainage and sewerage lines and other installations for the same (except only those are installed within exclusive area of any Unit and/or exclusively for its use).
 - b) Water supply system and Electric Meter for water lifting.
 - c) Water pump, under ground and overhead water reservoir together with all common plumbing installations for carriage of any unit/or exclusively for its use.
- III) Electrical Installations :
- a) Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
 - b) Lighting of the common portions.
 - c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- IV) Others : Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owners.
- V) Lift and its accessories.

THE FIFTH SCHEDULE ABOVE REFERRED TO :
(DESCRIPTION OF WORKS SPECIFICATION IN RESPECT OF THE BUILDING TO
BE CONSTRUCTED ON THE FIRST SCHEDULE PROPERTY)

1. FOUNDATION :

The building is designed of R.C.C. fittings and frames.

2. WALLS :

All external wall shall be 200 mm brick with cement plaster all internal partition wall will be 75 mm to 125 mm thick with both side plaster.

All inside wall will be coated with plaster of paris.

3. FLOORING :

- a) All Bed rooms, Kitchen, living / dining room will be finished with Floor Tiles/Marble.
- b) Toilet floor will be of Marble finish.
- c) White colour glazed tiles will be provided in all bathroom toilets upto 6" height.
- d) Black Stone will be provided at Cooking shelf with 2' ft dado upon the cooking shelf.
- e) Bed Rooms and living/dining/window base will provided with Tiles/Marble.

4. DOORS/WINDOWS:

- a) All internal and bed room doors will be made of flush door with necessary, lock, Stopper etc.
- b) Main door will be made up of Commercial flush door upto 5 mm thick with water proof ply and night latch, eye glass, handle etc.
- c) Door frames will be made up Sal Wood.
- d) Steel Window with glass fitted steel with M.S. Grill (18/3).

5. ELECTRIFICATION :

Concealed line will be provided in the flat. 15 Amps. Points will be provided in toilet and kitchen. Exhaust fan point will be provided in Kitchen and Toilet.

6. SANITARY & PLUMBING :

- a) Concealed water line of pipe be provided.
- b) Parryware Ordinary fittings i.e. Commode, basin, A-1 type pan will be provided.
- c) With drain board provided at Kitchen.
- d) Low height PVC white cistern will be provided.
- e) Low height bibcock for washing will be provided at Kitchen.
- f) All fittings, i.e. bibcock, pillar cock, A. S. Cock, C. S. Cock will be C. P. Make.

7. WATER : K.M.C. Water.

8. LIFT : Four passengers Lift.

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

SIGNED, SEALED AND DELIVERED

By the parties hereto in the presence of

WITNESSES :

1. Debarshi Roy
171/5 R. B. Road
Kolkata - 700024

1. Anilesh Kumar Gupta

2. Seema Gupta

3. Subrata Majumder

4. Jhasna Majumder.

2. Bikasjit Chakraborty
S. Nalapati Road
Kolkata - 34

**SIGNATURE OF THE OWNERS/
FIRST PARTY**

For HAPPY HOMES REALTY
Anilesh Kumar Gupta
Partner

For HAPPY HOMES REALTY

Seema Gupta
Partner

**SIGNATURE OF THE DEVELOPER/
SECOND PARTY**

Drafted by me,

Parvati Rantim Majumder
ADVOCATE
Alipore Judges' Court, Kol-27.
WB/1405/1981

Typed by :

Baisakhi Mukherjee
(Baisakhi Mukherjee)
13/A, S.Hari Mukherjee Road, Kol-34.



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name AKHILESH KUMAR GUPTA

Signature Akhilesh Kumar Gupta



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name SEEMA GUPTA

Signature Seema Gupta



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name SUBRATA MAJUMDAR

Signature Subrata Majumdar



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name JHARNA MAJUMDAR

Signature Jharna Majumdar

Major Information of the Deed

Deed No :	I-1607-08568/2023	Date of Registration	14/07/2023
Query No / Year	1607-2001764957/2023	Office where deed is registered	
Query Date	12/07/2023 4:11:40 PM	A.D.S.R. BEHALA, District: South 24-Parganas	
Applicant Name, Address & Other Details	DEBASHISH ROY 14/8, NIVEDITA PARK, Thana : Thakurpukur, District : South 24-Parganas, WEST BENGAL, PIN - 700061, Mobile No. : 8617209272, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 46,14,074/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
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: Daspara Rd. Road Zone : (J L Sarani -- Rest (Ward 124)) , , Premises No: 202A, , Ward No: 124 Pin Code : 700063




Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	7 Katha 4 Chatak	1/-	45,87,074/-	Width of Approach Road: 15 Ft.,
Grand Total :				11.9625Dec	1 /-	45,87,074 /-	

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.	1/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		100 sq ft	1 /-	27,000 /-	

Land Lord Details :







SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr AKHILESH KUMAR GUPTA Son of Late SOM PRAKASH GUPTA Executed by: Self, Date of Execution: 14/07/2023 , Admitted by: Self, Date of Admission: 14/07/2023 ,Place : Office	 14/07/2023	 LTI 14/07/2023	 14/07/2023
	8B, ALIPORE ROAD, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADxxxxxx6G, Aadhaar No: 56xxxxxxxx9481, Status :Individual, Executed by: Self, Date of Execution: 14/07/2023 , Admitted by: Self, Date of Admission: 14/07/2023 ,Place : Office			
2	Name Mrs SEEMA GUPTA (Presentant) Wife of Mr AKHILESH KUMAR GUPTA Executed by: Self, Date of Execution: 14/07/2023 , Admitted by: Self, Date of Admission: 14/07/2023 ,Place : Office	 14/07/2023	 LTI 14/07/2023	 14/07/2023
	8B, ALIPORE ROAD, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADxxxxxx1Q, Aadhaar No: 84xxxxxxxx1680, Status :Individual, Executed by: Self, Date of Execution: 14/07/2023 , Admitted by: Self, Date of Admission: 14/07/2023 ,Place : Office			
3	Name Mr SUBRATA MAJUMDAR Son of Late RAMANDRA MAJUMDAR Executed by: Self, Date of Execution: 14/07/2023 , Admitted by: Self, Date of Admission: 14/07/2023 ,Place : Office	 14/07/2023	 LTI 14/07/2023	 14/07/2023
	93/2/1, BECHARAM CHATTERJEE ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ANxxxxxx0H, Aadhaar No: 38xxxxxxxx8458, Status :Individual, Executed by: Self, Date of Execution: 14/07/2023 , Admitted by: Self, Date of Admission: 14/07/2023 ,Place : Office			

4	Name	Photo	Finger Print	Signature
	Mrs JHARNA MAJUMDAR Wife of Mr SUBRATA MAJUMDAR Executed by: Self, Date of Execution: 14/07/2023 , Admitted by: Self, Date of Admission: 14/07/2023 ,Place : Office	 14/07/2023	 LTI 14/07/2023	 14/07/2023
93/2/1, BECHARAM CHATTERJEE ROAD, City:- , P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BLxxxxxx7J, Aadhaar No: 34xxxxxxxx3891, Status :Individual, Executed by: Self, Date of Execution: 14/07/2023 , Admitted by: Self, Date of Admission: 14/07/2023 ,Place : Office				

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature
1	HAPPY HOMES REALTY 206, DASPARA ROAD, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063 , PAN No.:: AAxxxxxx1M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr AKHILESH KUMAR GUPTA Son of Late SOM PRAKASH GUPTA Date of Execution - 14/07/2023, , Admitted by: Self, Date of Admission: 14/07/2023, Place of Admission of Execution: Office	 Jul 14 2023 12:37PM	 LTI 14/07/2023	 14/07/2023
8B, ALIPORE ROAD, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx6G, Aadhaar No: 56xxxxxxxx9481 Status : Representative, Representative of : HAPPY HOMES REALTY (as PARTNERS)				
2	Name	Photo	Finger Print	Signature
	Mrs SEEMA GUPTA Wife of AKHILESH KUMAR GUPTA Date of Execution - 14/07/2023, , Admitted by: Self, Date of Admission: 14/07/2023, Place of Admission of Execution: Office	 Jul 14 2023 12:38PM	 LTI 14/07/2023	 14/07/2023

8B, ALIPORE ROAD, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx1Q, Aadhaar No: 84xxxxxxxx1680 Status : Representative, Representative of : HAPPY HOMES REALTY (as P)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr DEBASHISH ROY Son of Late S.K. ROY 14/8, NIVEDITA PARK, SHIBRAMPU, City:- , P.O:- SARSUNA, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700061			
	14/07/2023	14/07/2023	14/07/2023
Identifier Of Mr AKHILESH KUMAR GUPTA, Mrs SEEMA GUPTA, Mr SUBRATA MAJUMDAR, Mrs JHARNA MAJUMDAR, Mr AKHILESH KUMAR GUPTA, Mrs SEEMA GUPTA			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr AKHILESH KUMAR GUPTA	HAPPY HOMES REALTY-2.99062 Dec
2	Mrs SEEMA GUPTA	HAPPY HOMES REALTY-2.99062 Dec
3	Mr SUBRATA MAJUMDAR	HAPPY HOMES REALTY-2.99062 Dec
4	Mrs JHARNA MAJUMDAR	HAPPY HOMES REALTY-2.99062 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr AKHILESH KUMAR GUPTA	HAPPY HOMES REALTY-25.00000000 Sq Ft
2	Mrs SEEMA GUPTA	HAPPY HOMES REALTY-25.00000000 Sq Ft
3	Mr SUBRATA MAJUMDAR	HAPPY HOMES REALTY-25.00000000 Sq Ft
4	Mrs JHARNA MAJUMDAR	HAPPY HOMES REALTY-25.00000000 Sq Ft

On 13-07-2023

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 46,14,074/-



Sourav Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 14-07-2023

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

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

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

Presented for registration at 12:20 hrs on 14-07-2023, at the Office of the A.D.S.R. BEHALA by Mrs SEEMA GUPTA, one of the Executants.

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

Execution is admitted on 14/07/2023 by 1. Mr AKHILESH KUMAR GUPTA, Son of Late SOM PRAKASH GUPTA, 8B, ALIPORE ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business, 2. Mrs SEEMA GUPTA, Wife of Mr AKHILESH KUMAR GUPTA, 8B, ALIPORE ROAD, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by Profession Business, 3. Mr SUBRATA MAJUMDAR, Son of Late RAMANDRA MAJUMDAR, 93/2/1, BECHARAM CHATTERJEE ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Business, 4. Mrs JHARNA MAJUMDAR, Wife of Mr SUBRATA MAJUMDAR, 93/2/1, BECHARAM CHATTERJEE ROAD, P.O: BEHALA, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Business

Identified by Mr DEBASHISH ROY, , , Son of Late S.K. ROY, 14/8, NIVEDITA PARK, SHIBRAMPU, P.O: SARSUNA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by profession Service

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

Execution is admitted on 14-07-2023 by Mr AKHILESH KUMAR GUPTA, PARTNERS, HAPPY HOMES REALTY (Partnership Firm), 206, DASPARA ROAD, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063

Identified by Mr DEBASHISH ROY, , , Son of Late S.K. ROY, 14/8, NIVEDITA PARK, SHIBRAMPU, P.O: SARSUNA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by profession Service

Execution is admitted on 14-07-2023 by Mrs SEEMA GUPTA, P, HAPPY HOMES REALTY (Partnership Firm), 206, DASPARA ROAD, City:- , P.O:- THAKURPUKUR, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700063

Identified by Mr DEBASHISH ROY, , , Son of Late S.K. ROY, 14/8, NIVEDITA PARK, SHIBRAMPU, P.O: SARSUNA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700061, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/07/2023 9:56AM with Govt. Ref. No: 192023240127566888 on 14-07-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No 4233573529315 on 14-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 42, Amount: Rs.5,000.00/-, Date of Purchase: 06/07/2023, Vendor name: H MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/07/2023 9:56AM with Govt. Ref. No: 192023240127566888 on 14-07-2023, Amount Rs: 2,020/-, Bank: SBI EPay (SBIPay), Ref. No. 4233573529315 on 14-07-2023, Head of Account 0030-02-103-003-02



Sourav Chakraborty
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2023, Page from 255568 to 255609
being No 160708568 for the year 2023.



Sourav

Digitally signed by SOURAV
CHAKRABORTY
Date: 2023.07.17 16:33:22 +05:30
Reason: Digital Signing of Deed.

(Sourav Chakraborty) 2023/07/17 04:33:22 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)