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

[Signature]
District Sub-Register-1
Alipore, South 24-Parganas

9 FEB 2024

THIS MEMORANDUM of DEVELOPMENT AGREEMENT made on
this the 9th day of February, 2024 A.D.

BETWEEN

5805

06 FEB 2024



No.....Rs.500/- Date.....

Name : S. K. Chakraborty

Address : Advocate
Alipur Judge's Court
Kolkata - 27

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

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kot-27

5805 = 500/-



Handwritten signature

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Soumitra Das
S/o-Mrityunjay Das
Alipore Judge's Court.
Kolkata - 70027
Advocate

SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED (PAN : AASCS2236B), a Private Limited Company incorporated under the Companies Act, 2013, having its registered office at 54A, Raja Ram Mohan Roy Road, P.O. Paschim Putiary, P.S. Behala, Kolkata : 700041, District : South 24 Parganas represented by its one of the Director **SRI BAIDYANATH ADHIKARY (PAN: AUHPA2892D), (AADHAAR NO. 7358-9022-4872), (MOBILE NO. 9038395232)**, son of Late Miru Adhikary, by Nationality : Indian, by Religion : Hindu, by occupation : Business, residing at Premises No. 139, Mahatma Gandhi Road, P.O. Paschim Putiari, P.S. Haridebpur, Kolkata : 700041, District : South 24 Parganas, hereinafter called and referred to as **'THE OWNER'** (which expression shall include and mean their respective heirs, executors, administrators legal representatives and assigns) of the **ONE PART**;

AND

M/S. SURESH AGARWAL HUF (PAN : AAVHS4890P) a Karta of a firm, having its office at 369A, P.B.Road, P.O. Paschim Putiary, P.S. Behala, Kolkata : 700041 represented by its Proprietor **SRI SURESH AGARWAL (PAN : ADAPA8037G), (AADHAAR NO : 2424 4991 1041)**, son of Late Dwaraka Prasad Agarwal, by faith : Hindu, by Occupation : Business, by Nationality : Indian, residing at 369A, P.B.Road, P.O. Paschim Putiary, P.S. Behala, Kolkata : 700041, hereinafter called and referred to as the **'DEVELOPER'** (which



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expression shall include its successors, Executors and assigns) of the
OTHER PART;

WHEREAS by a Deed of Conveyance dated 13th February, 2023 said
SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED, a Private
Limited Company incorporated under the Companies Act, 2013,
having its registered office at 54A, Raja Ram Mohan Roy Road, P.O.
Paschim Putiary, P.S. Behala, Kolkata : 700041, District : south 24
Parganas represented by its one of the Director **SRI BAIDYANATH
ADHIKARY**, son of Late Miru Adhikary, the owner herein of the One
Part purchased **ALL THAT** land measuring **4 Cottahs more or less**
together with Asbestos shed cemented flooring tenanted structure
measuring **700 sq. ft.** more or less along with all easement right lying
and situated at Mouza : Sritity, being E/P. No. 27 & 28, R.S. Plot No.
463(P), J.L. No. 11, now known as Premises No. 99, Raja Ram Mohan
Roy Road, P.S. Behala, Kolkata : 700041, within the Kolkata
Municipal Corporation Ward No. 121, District : South 24 Parganas,
from **SMT. CHANDANA ADHIKARI alias CHANDANA ADHIKARY** of
Premises No. 139, Mahatma Gandhi Road, P.O. Paschim Putiari, P.S.
Haridevpur, Kolkata : 700041, duly registered in the office of District
Sub-Registrar II Alipore, South 24 Parganas and the same is recorded
in Book No.1, Volume No. 1602-2023, pages from 72633 to 72658,
Being No. 160201772 for the year 2023.



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AND WHEREAS being absolute Owner of the said property being Premises No. 99, Raja Ram Mohan Roy Road, Kolkata : 700041 by virtue of the aforesaid Deed of Conveyance said **SHREE NIL MADHAV CONSTRUCTION PRIVATE LIMITED** the owner herein mutated its name with the Kolkata Municipal Corporation in respect of the said Premises No. 99, Raja Ram Mohan Roy Road, being Assessee No. 411211403292 within the K.M.C. Ward No. 121, Kolkata : 700041.

AND WHEREAS the owner of the One Part herein having seized and possessed of the said Premises No. 99, Raja Ram Mohan Roy Road are desirous to develop the said premises by constructing a new multistoreyed residential building thereon and are in search of a good reputed developer at Kolkata for the said purpose ;

AND WHEREAS the Developer of the Other Part herein approached the owner and proposed to develop the said premises by constructing a multi-storeyed residential building consisting of self contained flats/units by obtaining sanctioned building Plan at its own cost and agreed to take all responsibility for and towards the completion of the said building an all respects;

AND WHEREAS the Owner herein accepted the proposal of the Developer and agreed to enter into a Development Agreement for promoting and developing the said Premises No. 99, Raja Ram Mohan Roy Road, P.S. Behala, Kolkata-700041 morefully and specifically



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described in the First Schedule below and both the Owner and developer mutually settled the terms and conditions of the promotion and development as recorded hereinafter.

NOW THIS WITNESSETH and it is hereby agreed by and between the parties hereto as follows :-

ARTICLE - 1
DEFINATIONS

A. In this agreement unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows :

i) "The OWNER" shall mean the Owner above named and their respective heirs, executors, administrators, successors, legal representatives, nominees and assigns.

ii) "THE DEVELOPER/CONTRACTOR" shall mean the Developer/Contractor, abovenamed and its Proprietor for the time being its administrators, successors-in-office, legal representatives.

iii) "THE PREMISES" shall mean All That Municipal 99, Raja Ram Mohan Roy Road, P.S. Behala, Kolkata-700041 within the Kolkata Municipal Corporation Ward No. 121, morefully described in the **FIRST SCHEDULE** hereunder written on which the new proposed building is being constructed as per the sanctioned building plan as to be sanctioned by the Kolkata Municipal Corporation.

iv) "THE LAND" shall mean the land admeasuring **4 Cottahs more or less** in Municipal Premises No. 99, Raja Ram Mohan Roy Road,



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P.S. Behala, Kolkata : 700041 as morefully described in the **FIRST SCHEDULE** hereunder written on which the new proposed building is to be constructed as per the proposed sanctioned building plan, as to be sanctioned by the Kolkata Municipal Corporation.

v) The words "**UNDIVIDED SHARE IN THE LAND**" shall mean all that undivided share of land being undivided impartiable, indivisible share or interest in the total land being **4 Cottahs more or less** comprised in the entirety of the premises more fully described in the **SECOND SCHEDULE** hereunder written.

vi) "**ARCHITECT AND ENGINEER**" shall mean any such qualified person or persons or firm of Architects/Engineers whom the Developer/Contractor may, from time to time no make & appoint as Architect and Engineer for the said premises by the Developer/Contractor for the purpose of construction of the said premises at his/their cost and expenses.

vii) "**THE BUILDING PLAN**" shall mean the map or plan for the construction of the proposed building and other structures as to be sanctioned or as to be modified and/or revised by the Kolkata Municipal Corporation or revised modified building plan as to be sanctioned in respect of the premises and shall also wherever the context permits, include such plans modified or revised, drawings, designs, elevations and specifications as are prepared by the Architect/Engineer including variations/modifications therein if any.

viii) "**THE NEW BUILDING**" shall mean the proposed (G+3) building to be constructed on the said premises by the Developer/Contractor in pursuance hereof on the land described hereinabove as per sanction plan.



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ix) "The CONSTRUCTIONAL HABITABLE AREA" herein shall mean the habitable areas, from Ground floor to 3rd floor as to be sanctioned in the proposed building or lobbies, staircase, etc. appurtenant thereto but excluding the roof and the car parking and open and covered areas of the ground floor.

x) "The OWNER'S ALLOCATION" shall mean 50% of the total habitable built up area out of total proposed habitable sanctioned area to be comprised in the Ground floor to 3rd floor complete in all respect along with 50% of open/covered car parking space (L.M.V) & office space, in the ground floor together with proportionate undivided share in all open area, stair case, underground/ overhead tank/ septic tank/security guard room etc.

xi) "The DEVELOPER'S/CONTRACTOR'S ALLOCATION" shall mean All that the 50% remaining constructed area in the Ground to 3rd floor along with all the remaining open/covered Car parking space, Storage space, Utility space, Office space, ultimate roof, etc. (save and except the area as allocated to Owner, as part of owner's allocation) in the proposed new building and sale proceeds thereof, together with undivided proportionate share in the land and the common portions of the building after providing the Owner allocation as mentioned herein above.

xii) "COMMON EXPENSES" shall mean and include all expenses to be incurred by the Owner & Developer/Contractor or other unit holder of the habitable flat for the management and maintenance of the Building and the premises after obtaining possession of respective units.

xiii) "COMMON PORTIONS, FACILITIES &AMENITIES" shall mean all the common areas and installations comprised in the new building



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and the premises after the development including staircases, lobbies, passages, path ways, boundary walls main or other gates, underground reservoir, over head tank, septic tank, sewerage, soil lines, Common lightings of the premises including staircases etc. electric line, pump, and motors of the building etc as required for the maintenance and/or management of the building.

xiv) "SALEABLE SPACE" shall mean the space in the building and car parking area that is available for independent use and occupation after making due provision for Owner's allocation and the, facilities and amenities.

B. THE OWNER HAS REPRESENTED TO THE DEVELOPER AS FOLLOWS:

- i)** That the Owner absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises mentioned herein above.
- ii)** That the right title and the interest of the Owner in the said premises mentioned herein above, is free from all encumbrances and Owner have a marketable title to the same.
- iii)** That the Owner have not received any notice for acquisition or requisition of the said premises mentioned herein above or any part of portion thereof under any of laws for the time being in force.
- iv)** Neither the premises nor any part thereof has been attached under any decree or order of any court of law or due to income tax, revenue or any other Public Demand.
- v)** That the Owner individually shall not entered into any Agreement for sale, lease, Development of the said premises mentioned herein above or any part or portion thereof in favor
- vi)** That the Owner are fully and sufficiently entitled to deal with, contractor/ developer and/or disposed off proportionate share of the



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said premises mentioned herein above and thus enter into this agreement.

vii) If required the Owner shall assist the Developer/Contractor in obtaining any permission for the completion & transfer of the Developer's/Contractor's allocated areas in favour of the Developer/contractor and/or its nominees and/or otherwise in fulfilling their other obligations hereunder at the cost of Developer or his nominee.

ARTICLE - II **COMMENCEMENT**

2.1 This agreement shall be in force from the date hereof and subsequently time may be extended during the duration of the "FORCE MEAJURE"

2.2 This agreement shall cease to operates only in the event of complete transfer and registration of all the Developer's allocated saleable space in the new proposed building by the Developer/Contractor in the manner as provided herein, along with construction and delivery of possession of the Owner's allocation.

ARTICLE - III **OWNER'S RIGHT & REPRESENTATION**

3.1 The owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises, and in possession & shall retain the same as absolute and grant license to Developer/Contractor for progress of the construction as per sanctioned plan to be obtained from the Kolkata Municipal Corporation with standard building materials and as per specifications as mentioned in Fourth Schedule hereto.



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3.2 Save and except as herein before mentioned the said premises is free from all encumbrances and the owner has a marketable title in respect of the said premises.

3.3 The owner shall deliver or hand over all relevant original/certified/attested copies and all other documents relating to the said property which are in possession and control of the Owner at the time of execution of these presents to the developer or the Owner shall supply all originals and all other relating documents regarding the said property as and when required by the developer/Contractor.

ARTICLE - IV
DEVELOPER'S RIGHT & REPRESENTATION

4.1 The Owner hereby grant license subject to what has been herein under provided exclusive right to the Contractor/Developer to develop their premises and construct building at the said premises in accordance with the new plan or plans as to be sanctioned by the Kolkata Municipal Corporation and/or by other appropriate authority with or without any amendment and/or modification.

4.2 All applications, plans and other papers and documents as may be required by the developer for obtaining necessary sanctioned plan/revised plan from the Kolkata Municipal Corporation, shall be prepared and submitted by the Developer/Contractor on behalf of the Owner shall sign and execute all such plans and applications, other papers and documents as and when necessary and the Developer/Contractor shall pay and bear all fees charges and expenses required to be paid or deposited for obtaining sanction of plan and development of the said premises.



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4.3 It is certified that the plan will be got sanction with respect to the entirety of the premises described under the First Schedule hereto in such a manner that the new building will be constructed only on the land described under the First Schedule hereto.

ARTICLE - V
DEVELOPER'S OBLIGATIONS

5.1 That the Developer shall be complete the proposed building within 24 (Twenty Four) months from the date of these presents and the above time limit unless extended by mutual consent and subject to Force majeure, shall be the essence of Contract.

5.2 The Developer/Contractor shall use and/or cause to be used such standard building materials as shall be specified by the licensed building Surveyor or registered Architect of the building.

5.3 The building shall be, constructed and completed by the Developer/Contractor shall consist of the specification provided in the Fourth Schedule hereunder written and all Flats/Units as well as common areas and facilities shall consist of and be provided with materials, fixtures, fittings and facilities.

5.4 The Developer/Contractor shall construct and complete the building under its direct supervision and control with the best workmanship and like manner shall comply with all building rules and statutory stipulations of KMC as applicable. In the event the Developer/Contractor assigns or sub-contracts any part of the work, it shall ensure incorporating the above restrictions and compulsory stipulation for record and full compliance. Notwithstanding anything stated above, the Developer/Contractor shall remain responsible and liable for fulfillment of the terms and obligations contained herein.



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5.5 All costs, charges, fees, levies, impositions, statutory payments, taxes and expenses of whatever manner that are required for erection, construction and completion of the said building in all respects including all materials, fittings and fixtures as well as connection of water, sewerage, electricity in accordance with law and other amenities for the building shall be paid and borne by the Developer/Contractor and the Owner have no responsibility and/or liability towards payments of any dues, liabilities, costs, doubts, it is made clear that the costs, deposit and charges for individual and separate electricity meters for the respective flats/units shall be borne by the concerned Unit Owner along with proportionate shares towards main electrical service and the Developer/Contractor shall have no financial responsibilities for the same.

5.6 The Developer/Contractor shall be responsible and liable for payments of and/or meeting all costs, charges, fees, levies, and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totality. Under no circumstances the Owner shall be responsible or liable for payment of any amount of whatsoever nature or on any account either to the Developer/Contractor or to any other portions or otherwise for erection, construction and completion of the said newly proposed building or any part thereof or any other or for any other acts, deeds, obligations and things by whatever name called that may be done executed or performed by the Developer/Contractor. The Developer/Contractor shall at its own costs and expenses, of standard building materials ensure the progress of, construction and ultimate completion of the building within the time specified herein.

5.7 While dealing with and/or entering into any agreements and/or dealing with commitments relating to the flats/units and car parking spaces of the proposed building or any part thereof, the



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Developer/Contractor shall fully comply with observe, fulfill and perform the requirements under the law and while incorporate and ensure fulfillment and compliance of the restrictive condition and covenants contained herein, save and provided herein after, the Owner shall not be responsible or liable for any commitments that may be made by the Developer/Contractor.

5.8 In the event of any loss or injury or damages being caused of any nature or in any manner whatsoever including injury and/or damage to any person/ persons or property of or any loss of life, the Developer/Contractor shall be solely liable and responsible for the same and the consequences.

5.9 Notwithstanding anything contained or stated herein, all labours, workers, supervisors and other employees or persons by whatever definition employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer's employees or workmen and the owners have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever for smooth/speedy progress of the development work and if required the Owners shall also appoint supervisor or employees or labours from their end and in such situation the developers shall not be responsible to pay the remuneration or fees to the said supervisor/labours /employees engaged by the Owners.

5.10 The Developer/Contractor shall be duty bound to complete the building in all respect as well as common areas and facilities and make the same fully habitable for use as per law within the said 24 (Twenty Four) months from the date of these presents or within the time as agreed upon which unless prevented by Force Majeure



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reasons at the said premises without default or deviation, save and except for the reasons mentioned hereinabove.

5.11 The Developer shall obtain the Completion Certificate from the concerned authority of the new building and after obtaining the same shall serve a copy of the same to the owner within 15 days from the date of receipt of the same.

ARTICLE-VI **OWNER'S OBLIGATIONS**

6.1 The Owner themselves or through their Constituted Attorney shall sign and execute all plans, drawings, specifications, elevations, forms, applications and all other papers and verify and affirm required affidavits and declarations as may be required from time to time for all or any permissions, consent, sanction or license required under the law in connection with or relating to or arising out of construction/erection and completion of the said building or as may be required from time to time in accordance with law.

6.2 To provide the Developer/Contractor with appropriate power out of which one is to be registered, another to be notarized which relates to couple of interest and to be guided under section 202 to 205 of the Indian Contract Act and section 32 to 35 of the Indian Registration Act as are or may be required in connection with sanction, construction, erection, completion of the newly proposed building and to appear for and represent the Owner before all concerned authorities and to make sign and execute application, declarations and other relevant papers and documents to appropriate authorities of building materials and/or for temporary and permanent connection of water, sewerages and electrically or as may require from time to time in accordance with law and/or otherwise concerning negotiations for



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transfer of Flats/ Units to the intending Purchasers thereof and all cost and expenses in that respect shall be borne by the Developer/Contractor and in this respect after execution of these presents the Owner shall appoint SRI SURESH AGARWAL, HUF, the Developer/Contractor herein as this Attorney to do all the acts, deeds and things for completion of the newly proposed building at the aforesaid premises.

ARTICLE-VII

7.1 That the Developer shall pay at the time of signing of these presents an amount of **Rs.1,00,000/- (Rupees One Lakh only)** in favour of the Owners and **Rs. 14,00,000/-** shall be paid within 30 days from the date of execution of these presents in favour of the Owners and those amounts shall be adjusted at the of time of delivery/handing over the owners allocation to them by the Developer after completion of the proposed building.

7.2 That after obtaining the sanctioned plan of the proposed building if the parties are required for specific allotment in respect of their share then the parties shall enter into a supplementary agreement which shall be a piece, parcel and part of these agreement.

7.3 That the consideration or sale price of the Flats/Units and/or garage space/utility spaces/ roof etc of the proposed building shall be divided equally in between the Owners and Developer herein.

7.4 That it is also agreed by the parties herein that the GST if any arising out of the sale proceeds of the Flat/Unit and/or garage space/office space/utility spaces/ roof etc of the proposed building



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shall be charged by the Owners and Developer from the intending purchasers in respect of their allotted portions.

7.5 It is clarified, agreed and accepted between the parties hereto that the Owners shall approve the draft copy of deed of conveyance or conveyances to be executed in favour of the intending purchaser/purchasers in respect of the Flats/Units and/or garage space/utility spaces / roof etc of the proposed building mentioned hereinabove prior to the registration of the same before the Registration Authority.

7.6 If any dispute arise in between the parties herein in respect of their allocation in the proposed building, in such situation the allocation shall be settled by the parties amicably by executing a Supplementary Agreement and the said Supplementary Agreement shall be the treated as part of the this Agreement.

ARTICLE - VIII **COMMON OBLIGATIONS**

8.1 On and from the date of completion of the building in accordance with law, the Owner as well as the Developer/Contractor and/or its nominees shall comply with and/or ensure compliance with the under mentioned requirements and restrictions, without any default.

a. To pay punctually and regularly for their respective shares all rates, taxes, levies, fees, charges, impositions and outgoings to the concerned authorities.

b. To pay punctually and regularly for their respective proportionate part of share of service charges for the common areas and facilities and until formation of building Flat Owner Association.



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8.2 That the Developer or the Owner, individually shall not enter into any Agreement for Sale or Sale Deed with any party/parties in respect of any portion or portions of the proposed building.

ARTICLE -IX
MISCELLANEOUS

9.1 This agreement shall always be treated as an agreement by and between "Principal" to "Principal". The Owner and the Developer/Contractor have entered into this agreement purely as a Contract and nothing contained herein shall be deemed to construed or constitute as Partnership between the Owner and the Developer/Contractor or an Association of persons. Nothing in these presents, shall be construed as a sale, demise or assignment or conveyance in lieu of the said premises or any part thereof to the Developer/Contractor by the Owner or as creating any right title or interest in respect thereof in favour of the Developer/Contractor other than an exclusive permission and right in favour of the Developer/Contractor to develop the same there under subject to the terms and conditions of these presents.

9.2 In case in future any defect or lacuna in the title of the Owner is found or any outstanding or liability in respect of the premises pertaining period prior to the date of this agreement is found, in such event, without prejudice to the Developer's other rights herein and/or under the law the Developer/Contractor at his absolute discretion shall have the following option :-

a. To cancel the agreement and claim refund of all amounts paid or cause to be paid and incurred by the Developer/Contractor interims hereof together with all amounts spent by the Developer in pursuance of these presents.



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9.3 The Owner shall provide all required power authorities unto and in favour of the Developer/Contractor as and when the same is or are required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the Owner and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof for smooth construction of the proposed building.

9.4 It is clarified that all work of development shall done by the Developer/Contractor at its own costs and expenses but for and on behalf of himself and/or his nominee/nominees in respect of the Developers/Contractors area for and on behalf of the Owner in respect of the Owner area. The Owner company shall appoint Supervisor and other people to supervise and to check the construction work time to time for their satisfaction and the remuneration for such work shall be borne by the Owner only.

9.5 The consideration for the purpose herein shall be the construction costs of the Owner area to be incurred by the Developer/Contractor and any further amounts if any hereunder.

9.6 All Municipal taxes and other outgoings in respect of the said premises till the time of execution of this development agreement shall be borne and paid by the Owner and thereafter shall be borne by the Developer/Contractor. At the expiry of 30(thirty) days from the date of completion of the building, the Developer/Contractor serves to the Owner, a notice of the completion of the building under the terms and conditions of this agreement, thereafter both parties shall be liable to pay the Municipal taxes and other liabilities in equal share.

9.7 Within six months of the completion of the project, the Owner with the help of the Developer will form as Association or body of



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Flat/Unit Owner to be formed for the maintenance and management of the premises and the cost of such formation and incidental thereto shall be borne by the Owner and the Developer/Contractor and/or their respective nominees proportionately.

9.8 Till such time the Association or body is not formed, the premises shall be managed and maintained by the Developer/Contractor and the cost thereof would be borne and paid by the Owner and the Developer/Contractor or their respective nominees in their respective proportionate share. The rules and regulations for such management and maintenance shall be as may be duly agreed upon by the Owners herein and the Developer/Contractor.

9.9 Each party shall be responsible and liable for their respective share of taxes and impositions after distribution relating to their respective allocations after completion of the proposed building.

9.10 The certificate of the Architect relating to completion of construction/development and the costs incurred thereof shall be final.

9.11 The notice of completion issued by the Developer/Contractor by registered post or by such similar acceptable mode addressed to the Owner and sent to their last known address intimating that the proposed building has been completed as per terms of this agreement, is required to be served upon the Owner and duly acknowledged by the Owner will be treated as intimation for completion of the newly constructed building.



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ARTICLE- X
FORCE MAJURE

10.1 The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the FORCE MAJURE which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lockout, labour unrest and/or any other acts or commission beyond the control of the Developer/Contractor affected thereby and also non availability of essential materials like cement, steel etc and shall be suspended from the obligation during the duration of the FORCE MAJURE.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT land measuring **4 Cottahs more or less** together with Asbestos shed cemented flooring tenanted structure measuring **700 sq. ft.** more or less along with all easement right lying and situated at Mouza : Sritity, being E/P. No. 27 & 28, R.S. Plot No. 463(P), J.L. No. 11, now known as Premises No. 99, Raja Ram Mohan Roy Road, P.S. Behala, Kolkata : 700041, within the Kolkata Municipal Corporation Ward No. 121, District : South 24 Parganas, within District Sub-Registry Office Alipore, Additional District Sub-Registry Office Behala, and the property is butted and bounded by :

ON THE NORTH : By 14 feet wide K.M.C. Road ;

ON THE SOUTH : By Dag No. 459 ;

ON THE EAST : By E/P No. 26 ;

ON THE WEST : By Plot No. 37 ;



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THE SECOND SCHEDULE ABOVE REFERRED TO
(Owner's Allocation)

All That 50% of the entire proposed building consisting of several residential flats/units, garage space/s, office space if constructed, stair, roof along with open and side spaces of the premises lying and situated at Premises No. 99, Raja Ram Mohan Roy Road, P.S. Behala, Kolkata-700041.

THE THIRD SCHEDULE ABOVE REFERRED TO
(Developers Allocation)

All That 50% of the entire proposed building consisting of several residential flats/units, garage space/s, office space if constructed, stair, roof along with open and side spaces of the premises lying and situated at Premises No. 99, Raja Ram Mohan Roy Road, P.S. Behala, Kolkata-700041.

THE FOURTH SCHEDULE ABOVE REFERRED TO

The building in general shall be constructed as per the sanction plan by laws of Kolkata Municipal Corporation.

SCOPE OF WORK & AMENITIES INSIDE THE OWNER'S ALLOCATED FLATS:

- 1. Building in General** : will be of R.C.C. structure as per sanction/specification of KMC.
- 2. Brick Wall** : All outer wall 200/250mm and inside wall 75/125mm as per KMC sanction.



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- 3. Walls** : Cement plaster as per Building code.
- 4. Staircase/Lobby** : To be laid in Grey Mosaic citu.
- 5. Plaster of Paris** : Super white smooth plaster of Paris in all room.
- 6. Flooring** : Half be laid with Marble White 2' x 2' or 1½ x 1½ or with ceramic tiles of 12"x12"/16"x16" size as to suit design. And balance area in pearl grey Mosaic citu with 2B Marble chips all through.
- 7. Doors** : Sal wood frame (4' x 2½) with solid hot pressed flush single leaf doors (32mm) & all toilet doors & frames will of PVC MAKE, Main Door will be solid flush door with teak finished on outer side, with night latch, door stopper handle peep hole.
- 8. Hardware** : All Stainless/M.S. hardware fittings will be fixed.
- 9. Windows** : Aluminium sliding windows will be fixed.
- 10. Kitchen** : 8'-0" long raised cooking platform alongwith sink with marble top and s.s.sink (black & green) with design ceramic tile upto 2½' ht. along the length of the platform will be provided.
- 11. Toilet/WC** : White ceramic tile with scattered motifs upto door height.
- 12. Sanitary Wares** : Shall be of Hindware/Nycer/Pary's/Cera make (white in colour).
- 13. Plumbing** : Plumbing lines will be laid with conceal arrangement with oriplast pipes all fixtures viz. pan/commode, wash basin, cistern



District Sub Registrar-II
Alipore, South 24 Parganas
= 9 FEB 2024

(PVC) shall be of standard white quality of Hindustan/Cera/Nyser make, Number of water taps to be provided as follows :-

Kitchen - 2 nos

Toilets - 1nos (3 in one) & two Bib cock, WC Shower.

14. Electric : Electrical line will be laid with conceal arrangement with "Anchor Brand" piano type switches. There shall be around 29 electrical points within the flat with ISI marked wire. All deposits towards the electrical supply common and individual to be shared proportionately and fully respectively.

Number of light, fan and points to be provided as follows :

POINT	LIGHT POINT	FAN POINT	PLUG
Liv/Din	3	2	2
Bed Rooms	2	1	1
Kitchen	2	1	1
Toilet	1 (Basin Light)	1	1
Balcony	1	-	-
Passage	1	-	-

alongwith Telephone Point, Cable Point etc.

15. Painting : Weather proof Cement Paint & Enamel Paint as required.

16. CCTV : Good quality of camera/s shall be installed in the important place/places of the proposed building.



District Sub Registrar-II
Alipore, South 24 Parganas
= 9 FEB 2024

IN WITNESSES WHEREOF the parties hereto set and subscribed their hands and seal on the day month and year first above written.

SIGNED SEALED AND DELIVERED

By the Owner and Developer/Contractor at Kolkata
in presence of :-

WITNESSES :

1) Soumitra Das
Advocate
Alipore Judges Court
Kolkata - 700027

Shree Nil Madhav Construction Pvt. Ltd.

Baidya Mohan Adhikary
Director
OWNER

2) Sanjib Kr Chakraborty
Advocate
Alipore Judges Court
Kolkata: 700027.

SURESH AGARWAL H.O.F.
सुरेश अग्रवाल

Karta

DEVELOPER

Drafted by :

Sanjib Kr Chakraborty

(Sanjib Kumar Chakraborty)
Advocate

Alipore Judges Court,
Kolkata- 700027.
WB-31/2001.



District Sub Registrar-II
Alipore, South 24 Parganas
= 9 FEB 2024

MEMO OF CONSIDERATION

RECEIVED by the within named party of the **ONE PART** a sum of **Rs 1,00,000/- (Rupees One Lakh) only** from the Developer as per memo below:

By Cash Dated 09-02-2024

Rs. 1,00,000/-

Total : Rs. 1,00,000/-

(Rupees One Lakh only)

WITNESSES ;

1. Soumitra Das.

2. Sanjib Kr Chakraborty.

Shree Nil Madhav Construction Pvt. Ltd.

Baidya K. H. Adh. Karj
Director

OWNER



District Sub Registrar-II
Alipore, South 24 Parganas
= 9 FEB 2024

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature



		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Name BAIDYA NATH ADHIKARY

Signature Baidya Nath Adhikary



		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand						
right hand						

Name SURESH AGARWAL

Signature SURESH AGARWAL H.U.F

श्रीरक्षित Karta

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature



District Sub Registrar-II
Alipore, South 24 Parganas
= 9 FEB 2024



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



070220242037482232

GRIPS Payment Detail

GRIPS Payment ID:	070220242037482232	Payment Init. Date:	07/02/2024 21:21:39
Total Amount:	10542	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	7598515801935	BRN Date:	07/02/2024 21:22:58
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

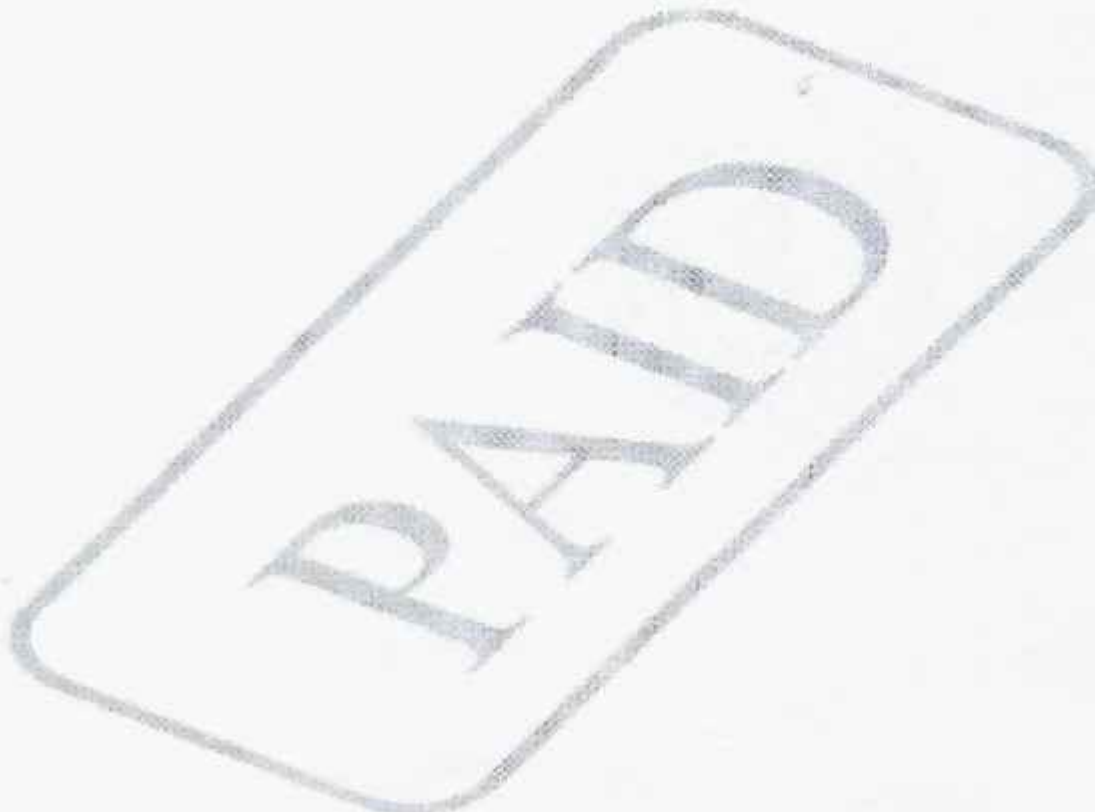
Depositor's Name: Mr SANJIB KUMAR CHAKRABORTY
Mobile: 9830076375

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240374822338	Directorate of Registration & Stamp Revenue	10542
Total			10542

IN WORDS: TEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.







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



192023240374822338

GRN Details

GRN:	192023240374822338	Payment Mode:	SBI Epay
GRN Date:	07/02/2024 21:21:39	Bank/Gateway:	SBlePay Payment Gateway
BRN :	7598515801935	BRN Date:	07/02/2024 21:22:58
Gateway Ref ID:	IGAQVETPR8	Method:	State Bank of India NB
GRIPS Payment ID:	070220242037482232	Payment Init. Date:	07/02/2024 21:21:39
Payment Status:	Successful	Payment Ref. No:	2000251912/6/2024

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SANJIB KUMAR CHAKRABORTY
Address:	42B, RAJA SANTOSH ROAD, KOLKATA : 700027
Mobile:	9830076375
Email:	sanjib.chakraborty8@gmail.com
Period From (dd/mm/yyyy):	07/02/2024
Period To (dd/mm/yyyy):	07/02/2024
Payment Ref ID:	2000251912/6/2024
Dept Ref ID/DRN:	2000251912/6/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000251912/6/2024	Property Registration- Stamp duty	0030-02-103-003-02	9521
2	2000251912/6/2024	Property Registration- Registration Fees	0030-03-104-001-16	1021

Total 10542

IN WORDS: TEN THOUSAND FIVE HUNDRED FORTY TWO ONLY.

PAID



Major Information of the Deed

Deed No :	I-1602-01954/2024	Date of Registration	09/02/2024
Query No / Year	1602-2000251912/2024	Office where deed is registered	
Query Date	29/01/2024 8:57:27 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Sanjib Kumar Chakraborty Thana : Chella, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830076375, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 15,00,000/-	Rs. 88,24,272/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 1,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement sllp.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja Ram Mohan Roy Road, Road Zone : (D.H.Road – J.L.Sarani (Premises located NOT on Raja Ram Mohan Roy Road Ward No. 121,123)) , Mouza: Siriji, Premises No: 99, , Ward No: 121 JI No: 11, Pin Code : 700041

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-463 (RS :-)		Bastu	4 Katha	14,00,000/-	86,39,997/-	Width of Approach Road: 14 Ft.,
Grand Total :				6.6Dec	14,00,000 /-	86,39,997 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	700 Sq Ft.	1,00,000/-	1,84,275/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		700 sq ft	1,00,000 /-	1,84,275 /-	







Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shree Nil Madhav Construction Private Limited 54A, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiary, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 , PAN No.:: AAxxxxxx6B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>SURESH AGARWAL HUF 369A, Pashupati Bhattacharjee Road, City:- , P.O:- Paschim Putiary, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041 , PAN No.:: AAxxxxxx0P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name Mr Baidyanath Adhikary Son of Late Miru Adhikary Date of Execution - 09/02/2024, , Admitted by: Self, Date of Admission: 09/02/2024, Place of Admission of Execution: Office</p>	 <small>Feb 5 2024 1:01PM</small>	 Captured <small>LT1 09/02/2024</small>	<p>Signature  <small>09/02/2024</small></p>
	<p>139, Mahatma Gandhi Rd, City:- , P.O:- Paschim Putiary, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: auxxxxxx2d, Aadhaar No: 73xxxxxxxx4872 Status : Representative, Representative of : Shree Nil Madhav Construction Private Limited (as director)</p>			
2	<p>Name Mr Suresh Agarwal (Presentant) Son of Late Dwaraka Prasad Agarwal Date of Execution - 09/02/2024, , Admitted by: Self, Date of Admission: 09/02/2024, Place of Admission of Execution: Office</p>	 <small>Feb 9 2024 1:02PM</small>	 Captured <small>LT1 09/02/2024</small>	<p>Signature  <small>09/02/2024</small></p>
	<p>369a, Pashupati Bhattacharjee Road, City:- , P.O:- Paschim Putiary, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxxx7g,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SURESH AGARWAL HUF (as proprietor)</p>			

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr Soumitra Das Son of Mr Mrityunjay Das ALIPORE JUDGES COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027</p>	 <small>09/02/2024</small>	 Captured <small>09/02/2024</small>	<p>Signature  <small>09/02/2024</small></p>
Identifier Of Mr Baidyanath Adhikary, Mr Suresh Agarwal			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shree Nil Madhav Construction Private Limited	SURESH AGARWAL HUF-6.6 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shree Nil Madhav Construction Private Limited	SURESH AGARWAL HUF-700.00000000 Sq Ft

Endorsement For Deed Number : I - 160201954 / 2024

On 09-02-2024

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 11:48 hrs on 09-02-2024, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr Suresh Agarwal ..

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 88,24,272/-

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

Execution is admitted on 09-02-2024 by Mr Baidyanath Adhikary, director, Shree Nil Madhav Construction Private Limited (Private Limited Company), 54A, Raja Ram Mohan Roy Road, City:- , P.O:- Paschim Putiary, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Identified by Mr Soumitra Das, , Son of Mr Mrityunjay Das, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 09-02-2024 by Mr Suresh Agarwal, proprietor, SURESH AGARWAL HUF (HUF), 369A, Pashupati Bhattacharjee Road, City:- , P.O:- Paschim Putiary, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700041

Identified by Mr Soumitra Das, , Son of Mr Mrityunjay Das, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,053.00/- (B = Rs 1,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 1,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 07/02/2024 9:22PM with Govt. Ref. No: 192023240374822338 on 07-02-2024, Amount Rs: 1,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7598515801935 on 07-02-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 500.00/-, by online = Rs 9,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 586158, Amount: Rs.500.00/-, Date of Purchase: 06/02/2024, Vendor name: SUBHANKAR DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 07/02/2024 9:22PM with Govt. Ref. No: 192023240374822338 on 07-02-2024, Amount Rs: 9,521/-, Bank: SBI EPay (SBlePay), Ref. No. 7598515801935 on 07-02-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 72364 to 72398
being No 160201954 for the year 2024.



Suman

Digitally signed by Suman Basu
Date: 2024.02.16 11:33:01 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 16/02/2024
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.