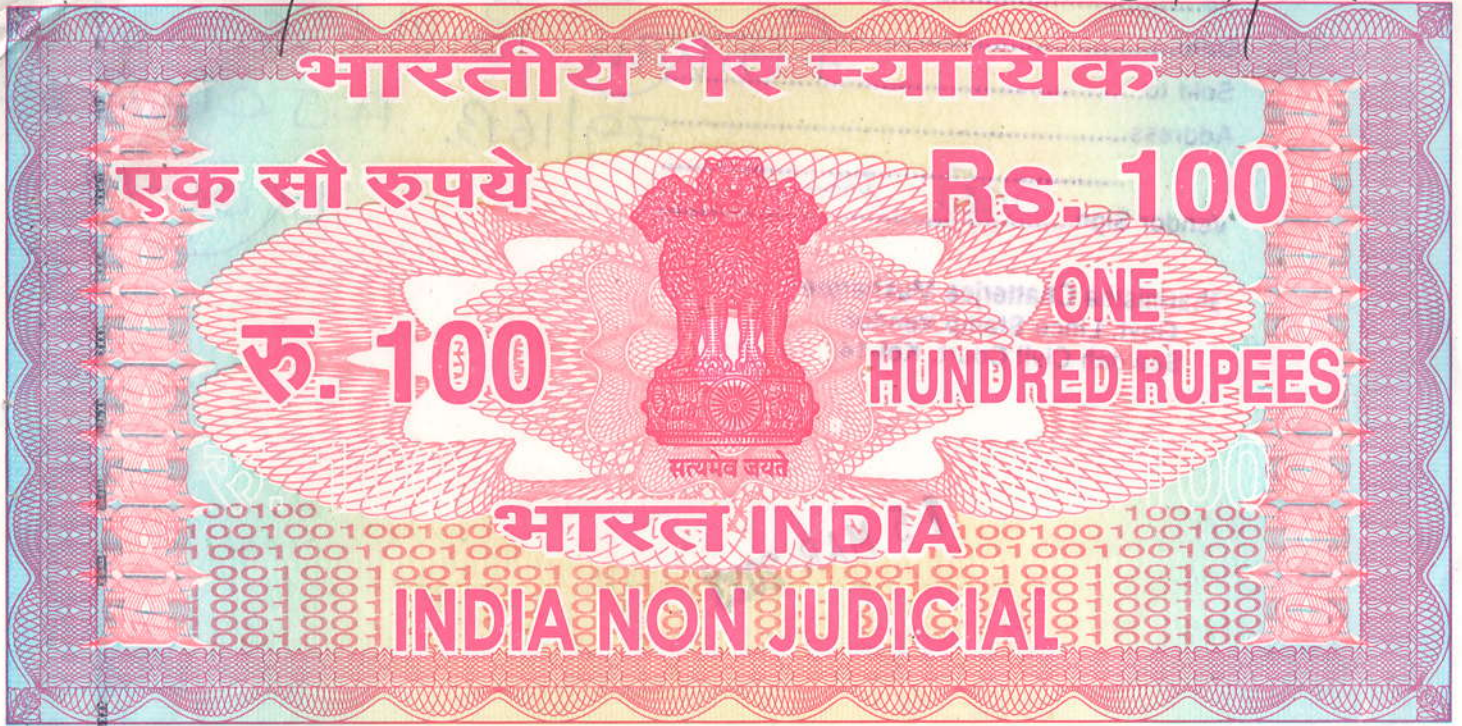


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Additional Registrar of
 Assurances-IV, Kolkata

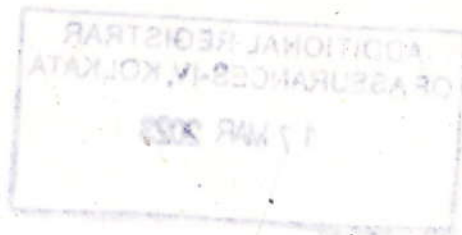
Certified that the Document is admitted of
 Registration. The Signature Sheet and the
 endorsement sheets attached to this document
 are the part this Document.

Additional Registrar of
 Assurances-IV, Kolkata

DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF AGREEMENT made this the ¹⁷ day of **MAR 2023**
 March Two Thousand Twenty-Three (2023)

BETWEEN



No. 3216 value 100/- 5 MAR 2023 15 MAR 2023
Date.....
Sold to..... Ankan Builders
Address..... 79/16B, A. J. Bose Rd
Vendor Sign..... *[Signature]* Kol-14.

Sharmista Chatterjee Mukherjee
Govt. Lince Stamp Vendor
Sealdah Civil Court, Kol-14

15 MAR 2023



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17 MAR 2023



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



160320232033568654

GRIPS Payment Detail

GRIPS Payment ID:	160320232033568654	Payment Init. Date:	16/03/2023 16:32:09
Total Amount:	74941	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	1405035831525	BRN Date:	16/03/2023 16:33:20
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Ms ANKAN BUILDERS
Mobile: 9874687357

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230335686558	Directorate of Registration & Stamp Revenue	74941
Total			74941

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE 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



192022230335686558

GRN Details

GRN: 192022230335686558 Payment Mode: SBI Epay
GRN Date: 16/03/2023 16:32:09 Bank/Gateway: SBIEpay Payment Gateway
BRN : 1405035831525 BRN Date: 16/03/2023 16:33:20
Gateway Ref ID: 147262417 Method: Bank of India NB
GRIPS Payment ID: 160320232033568654 Payment Init. Date: 16/03/2023 16:32:09
Payment Status: Successful Payment Ref. No: 2000707252/2/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Ms ANKAN BUILDERS
Address: 79/16B, A.J.C. BOSE ROAD
Mobile: 9874687357
Period From (dd/mm/yyyy): 16/03/2023
Period To (dd/mm/yyyy): 16/03/2023
Payment Ref ID: 2000707252/2/2023
Dept Ref ID/DRN: 2000707252/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000707252/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	74920
2	2000707252/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	74941

IN WORDS: SEVENTY FOUR THOUSAND NINE HUNDRED FORTY ONE ONLY.

PAID

SUMANTA BHOWMICK (PAN No. AQXPB8767C, Aadhaar No. 679891441951, M-9831059294), son of late Sachindra Nath Bhowmick, by nationality Indian, by faith - Hindu, by occupation - Business residing at Premises No. 30/2/8, Doctor Lane, Debendra Mansion, 1st Floor, P. O. Entally, P. S. Taltala, Kolkata - 700 014 and **M/S. DEEPAJ CONSTRUCTION PVT. LTD. (PAN No. AACCD5069P)**, a company incorporated under the Companies Act, 1956 and having its registered office at no. 48/1A, Dr. Suresh Sarkar Road, P.O. Entally, P.S. Beniapukur, Kolkata - 700014, represented by its one of the Director **SMT. JAYATI PAUL (PAN No. AKEPP6359B, Aadhaar No. 3155 3165 1768, M-9836968333)**, wife of Sri Madhab Ch. Paul, by nationality Indian, by faith Hindu, by occupation Business, residing at 17, Suren Tagore Road, P.S. Gariahat, P.O. Ballygunge, Kolkata - 700019, and carrying on business at and/or from Premises No. 48/1A, Dr. Suresh Sarkar Road, P. O. Entally, P. S. Beniapukur, Kolkata - 700014 hereinafter referred to as the **OWNERS** (which expression shall unless or excluded by or repugnant to the context shall be deemed to include their heirs, executors, administrators, representatives, its successors in office and/or assigns) of the **FIRST PART**.

AND

M/S. ANKAN BUILDERS, (PAN No. ADWPB9303N) a sole proprietorship company, having its registered office at 79/16B, Acharyya Jagadish Bose Road, P.O. Entally, P.S. Taltala, Kolkata - 700 014, Ward No. 53 under the Kolkata Municipal Corporation,, represented by its proprietor **Smt. JHUMUR BHOWMICK (PAN No. ADWPB9303N, AADHAAR No. 6858 1138 3068, Mob. No. 9874687357)**, wife of Sumanta Bhowmick, residing at 30/2/8, Doctor Lane, P.O- Entally, P. S. Taltala, Kolkata - 700 014 hereinafter called the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and



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include its successor or successors in office and/or assigns) of the
SECOND PART.

WHEREAS one Sailendra Nath Chandra, since deceased, by and/or under a Deed of Conveyance dated 1st October, 1924 registered before the Registrar of Assurances, Calcutta recorded in Book No. 1, Volume No. 125, Pages 208 to 230, Being No.5192 for the year 1924 was the absolute owner in respect of a piece and parcel of land measuring about 5 Cottahs, 4 Chattaks and 39 Sq. ft. together with three storied brick built building situated thereon presently known and numbered as municipal premises No. 79/27, Lower Circular Road, since renamed as 79/27, Acharyya Jagadish Bose Road or Acharya Jagadish Chandra Bose Road, P. O. - Entally, Police Station - Taltala, Ward- 53 within the limits of The Kolkata Municipal Corporation, Kolkata - 700014 more fully and particularly mentioned and described in the Schedule hereunder written given for the sake of brevity hereinafter called and referred to as "the said property".

AND WHEREAS said Sailendra Nath Chandra died intestate in the month of April, 1947 leaving his widow Prativamoyee Chandra @ Prativa Chandra and three sons namely Arun Kumar Chunder (Chandra), Barun Kumar Chandra and Tarun Kumar Chandra as his legal heirs and representatives who jointly inherited the estate left by the said Sailendra Nath Chandra each having 1/4th undivided share of ownership in the said property.

AND WHEREAS all the aforesaid owners separately entered into registered Agreement for Sale of their respective 1/4th undivided share of ownership in the said property with one SMT. USHA RANI JAIN on the terms and conditions at or for a consideration as mentioned in the said registered Agreements for Sale.

AND WHEREAS amongst the aforesaid co - sharers Barun Kumar Chandra sold, conveyed and transferred his undivided 1/4th share in



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respect of the said property to said Usha Rani Jain by virtue of a registered Deed of Conveyance dated 6th April, 1982, registered before Registrar of Assurances at Calcutta recorded in Book No. I, Volume No. 148, Pages 1 to 9, Being No. 3005 for the year 1982.

AND WHEREAS another co-sharer namely Arun Kumar Chunder (Chandra) sold conveyed and transferred undivided 1/8th share to Usha Rani Jain on valuable consideration by a registered Deed of Conveyance dated 3rd December, 1982, registered before Registrar of Assurances at Calcutta and recorded in Book No. I, Volume No. 48, Pages 219 to 225, Being Deed No. 4439 for the year 1983.

AND WHEREAS said Usha Rani Jain by invoking the nomination clause assigned and/or nominated her 50% right in respect of the registered Agreement for Sale entered into by and between herself and Arun Kumar Chunder i.e. 1/8th share in favour of her sister-in-law Sapna Jain and accordingly Arun Kumar Chunder (Chandra) by another registered Deed of Conveyance dated 2nd May, 1984 also sold conveyed and transferred undivided 1/8th share out of his share in the said property to Sapna Jain on valuable consideration and the same was duly registered before the Registrar of Assurances at Calcutta and recorded in Book No. I, Volume No. 27, Pages 344 to 352, Being No. 4955 for the year 1984.

AND WHEREAS thus said Usha Rani Jain became absolute owner in respect of undivided 3/8th share and said Sapna Jain became owner of the undivided 1/8th share in respect of the said property.

AND WHEREAS said Usha Rani Jain by a registered Deed of Gift dated 30th March, 1992, registered before Registrar of Assurances at Calcutta and recorded in Book No. I, Volume No. 173, Pages 97 to 104 Being No. 6410 for the year 1992 gifted her undivided 3/8th share to M/s. Premier Health Homes Pvt. Ltd.



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AND WHEREAS said Sapna Jain by virtue of a registered Deed of Gift dated 30th March, 1992, registered before Registrar of Assurances at Calcutta and recorded in Book No. I, Volume No. 173, Pages 31 to 39 Being No. 6409 for the year 1992 gifted her undivided 1/8th share to M/s. Premier Health Homes Pvt. Ltd.

AND WHEREAS thus by virtue of two registered Deed of Gift said M/s. Premier Health Homes Pvt. Ltd. became the absolute owner in respect of ½ (half) share in respect of the said property.

AND WHEREAS irrespective of having registered Agreement for Sale with Usha Rani Jain of remaining ¼ share each i.e. ½ (half) share of the aforesaid property by the other two co-shares, namely Tarun Kumar Chandra and Prativa Chandra since they failed and neglected to execute the Deed of Conveyance in favour of said Usha Rani Jain, she filed two suits for specific performance of the contract in the City Civil Court at Calcutta being Title Suit No. 2172 of 1984 and Title Suit No. 2162 of 1984 against the said Prativa Chandra and Tarun Kumar Chandra.

AND WHEREAS the said Prativa Chandra died intestate on 10th February 1984 leaving behind three sons namely Tarun Kumar Chandra, Barun Kumar Chandra, Arun Kumar Chunder and three daughters namely Tripti Bose, Ava Majumder and Smt. Durga Roy as her Class - I legal heirs and representatives who jointly inherited her ¼th undivided share of ownership in the said property.

AND WHEREAS during the pendency of the two registered Agreement for Sale with Smt. Usha Rani Jain and the aforesaid suits for specific performance of the contract, said Tarun Kumar Chandra sold, conveyed and transferred his undivided 1/4th share in the said property by a registered deed of Conveyance dated 15th July, 1988 to Sm. Anita Sarkar which was registered before the Registrar of Assurance at Calcutta in



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Book No. I, Volume No. 215, Pages 211 to 224, Being No. 7881 for the year 1988.

AND WHEREAS during the pendency of the two registered Agreement for Sale with said Usha Rani Jain and aforesaid suits for specific performance of the contract, said Tarun Kumar Chandra, claiming as a beneficiary of a purported will published by his mother Smt. Prativa Chandra (since deceased) also illegally sold, conveyed and transferred undivided 1/4th share in the aforesaid property by virtue of a registered deed of Conveyance dated 15th July, 1988 in favour of Haru Chandra Sarkar @ Nriya Gopal Sarkar which was registered before the Registrar of Assurance at Calcutta in Book No. I, Volume No. 201, Pages 286 to 301, Being No. 7884 for the year 1988.

AND WHEAREAS said Usha Rani Jain obtained decrees for specific performance of the contract in both the aforesaid suits being T. S. 2162 of 1984 and 2172 of 1984 against all recorded defendants whereby Usha Rani Jain acquired the right to get ¼th undivided share of ownership of Prativa Chandra and ¼th undivided share of ownership of Tarun Chandra in the said property in her favour in terms of the said registered agreements for sale both dated 14th March, 1981.

AND WHEREAS for execution of the said two decrees Usha Rani Jain filed two applications being Title Execution Case No. 111 of 2003 and Title Execution Case No. 104 of 2003 against Prativa Chandra and Tarun Kumar Chandra for obtaining Deed of Conveyances in her favour in respect of ¼th undivided share of ownership of Prativa Chandra and ¼th undivided share of ownership of Tarun Chandra in the said property in accordance with law.

AND WHEREAS during pendency of the said two execution cases as aforesaid, said Usha Rani Jain due to various weighty causes and



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reasons transferred and assigned the benefit under the said decrees in favour of one Sumanta Bhowmick and Prakash Gupta, by two several Agreements for Assignment both dated 27th February, 2006 and thereby said Sumanta Bhowmick and Prakash Gupta stepped into the shoes of the said Usha Rani Jain and acquired right to get the necessary Deed of Conveyances in respect of the said $\frac{1}{4}$ th and $\frac{1}{4}$ th i.e. total 50% undivided share of ownership in the said execution cases from the Ld. Court in execution of the said decrees.

AND WHEAREAS on 7th day of April 2006 said Anita Sarkar, along with her minor son and two daughters for Self and as legal heirs and successors of Haru Chandra Sarkar @ Nritya Gopal Sarkar (since deceased) executed a Deed of Declaration that the aforesaid two deeds Being No. 7881 and Being No. 7884 both for the year 1988 both dated 15th July 1988 were done under mis-conception of law and be treated as void and/or ineffective in the eye of law and/or be treated as cancelled relinquishing their right, title and interest in the said property which was duly registered before the A.R.A-II at Calcutta recorded in Book No. I, Volume No. I, Pages 1 to 11, Being No. 4785 for the year 2006.

AND WHEREAS the said Premier Health Homes Pvt. Ltd. being seized and possessed of 50% undivided share of ownership in the said property, sold, conveyed and transferred to Sumanta Bhowmick and Prakash Gupta by a Deed of Sale dated **28th February, 2006** at a valuable consideration, registered before A.R.A-II at Kolkata and recorded in Book No. 1, Volume No. 1902 – 2020, Pages 2166 to 2205, Being No. 190207402 for the year 2019.

AND WHEREAS by a Deed of Conveyance dated **16th May 2008** registered before A.R.A-II, Kolkata recorded in Book No. 1, Vol. No. 1902 – 2020, Pages 2206 to 2238, Being No. 190207403 for the year 2019 the $\frac{1}{4}$ th undivided share of ownership of Tarun Kumar Chandra in the said



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property was conveyed and transferred through Court in favour of said assignees of the decree namely Sumanta Bhowmick and Prakash Gupta absolute and forever.

AND WHEREAS by another Deed of Conveyance dated **3rd September 2008** registered before A.R.A-II, Kolkata recorded in Book No. 1, Vol. No. 1902 – 2020, pages 2239 to 2270, Being no. 190207404 for the year 2019 the $\frac{1}{4}$ th undivided share of Prativa Chandra, in the said property was conveyed and transferred through Court in favour of the said assignees of the decree namely Sumanta Bhowmick and Prakash Gupta absolute and forever.

AND WHEREAS in the manner as aforesaid said Sumanta Bhowmick and Prakash Gupta became joint owners in their equal 50% each undivided share of ownership in the said property measuring about 5 Cottahs, 4 Chittacks and 39 Sq. ft. along with the structure standing thereon situated presently being premises No. 79/27, Acharyya Jagadish Bose Road previously known as 79/27, Lower Circular Road, P.O. Entally, P.S. Taltala, Kolkata – 700 014, Ward No. 53 under the Kolkata Municipal Corporation free from all encumbrances, charges, lien, lispence, attachment etc. and/or otherwise are entitled to deal with the same.

AND WHEREAS said Prakash Gupta while seized and possessed of his 50% undivided share in the said property, by a registered Deed of Conveyance dated 19.08.2021 sold, conveyed and transferred the same to **M/S. DEEPAJ CONSTRUCTION PVT. LTD.**, a company duly registered and incorporated under the Companies Act, 1956 having its registered office at 48/1A, Dr. Suresh Sarkar Road, P.O. Entally, P.S. Beniapukur, Kolkata – 700 014, represented by its Director **SMT. JAYATI PAUL**, w/o Sri Madhab Ch. Paul, residing at 17, Suren Tagore Road, P.S. Gariahat, P.O. Ballygunge, Kolkata – 700 019, at a valuable consideration and as per terms and conditions as mentioned therein which was registered



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before A.R.A.-IV at Kolkata and recorded in Book No. I, Volume no. 1904-2021, Pages 390992 to 391026, Being No. 190407905 for the year 2021.

AND WHEREAS said Sumanta Bhowmick and M/S. Deepraj Construction Pvt. Ltd., as joint owners having their undivided **50% each** share in the said property mutated their names in the records of the Kolkata Municipal Corporation, vide Assessee No. 110530200607 free from all encumbrances, charges, liens, lispendences, attachments, trusts, mortgages, whatsoever and/or howsoever and/or otherwise are entitled to deal with the same.

AND WHEREAS said Owners also obtained sanctioned plan under EoDB system from The Kolkata Municipal Corporation for a proposed building vide B.P. No. 2022060031 dated 09.09.2022 at the cost and expenses incurred by one of owners M/S. Deepraj Construction Pvt. Ltd., which shall be reimbursed by M/S. Ankan Builders, the present Developer to M/S. Deepraj Construction Pvt. Ltd.

AND WHEREAS to get the said property developed the owners have agreed by and between themselves that **M/S. ANKAN BUILDERS**, a sole proprietorship company, having its registered office at 79/16B, A.J.C. Bose Road, P.O. Entally, P.S. Taltala, Kolkata – 700 014, represented by its proprietor **Smt. JHUMUR BHOWMICK** will construct the proposed building as per plan sanctioned vide B.P. No. 2022060031 dt. 09/09/2022 at their own costs efforts and expenses and sell and/or dispose of all Flats, Car parking spaces, Shops, Commercial spaces and/or any other spaces of the proposed building to prospective intending purchasers at their own discretion and have entered into an unregistered Development Agreement on 13.12.2022 by and between themselves.



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AND WHEREAS The Owners, first part herein, and the Developer, second part herein, have agreed by and between themselves that **OWNER'S SHARE** and/or **DEVELOPER'S SHARE** shall mean as following:

OWNER'S SHARE :

- 1) **Sumanta Bhowmick** shall be entitled to have 15% (fifteen percent) of the total consideration amount i.e. the sale proceeds from the said property from M/S. Ankan Builders, the present Developer in respect of this investment and profit as his total consideration amount from the proposed building and nothing else.
- 2) **M/S. Deepraj Construction Pvt. Ltd.,** shall be entitled to have 35% (thirty five percent) of the total consideration amount i.e. the sale proceeds from the said property from M/S. Ankan Builders, the present Developer in respect of this investment and profit as his total consideration amount from the proposed building and nothing else.
- 3) **DEVELOPER'S SHARE** shall mean the remaining 50% (fifty percent) of the total consideration amount i.e. the sale proceeds from the said property, which shall belong to M/S. Ankan Builders, the Developer herein after the payment of Owner's share as aforesaid.

AND WHEREAS that the owners do hereby grant exclusive right of development of the said property unto and in favour of **M/S. ANKAN BUILDERS.**, the Developer herein, with the intent and object that the Developer shall construct, erect and complete the proposed Building on the said premises being complete in all respects in accordance with the plans.



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

That in this agreement unless it be contrary or repugnant to the context the following definition shall have the following meaning: -

- (a) **PREMISES:** Shall mean the said property being premises no. 79/27, Acharyya Jagadish Bose Road or Acharya Jagadish Chandra Bose Road previously known as 79/27, Lower Circular Road, P.O. Entally, P.S. Taltala, Kolkata - 700 014, Ward No. 53 under the Kolkata Municipal Corporation, vide Assessee No. 110530200607.
- (b) **PLAN:** Building plan shall mean plan or plans, revised plans and completion thereof prepared by the Architect/LBS for the construction of the building to be sanctioned by the Kolkata Municipal Corporation.
- (c) **OWNERS :** Shall mean (1) (2) **SUMANTA BHOWMICK** son of late Sachindra Nath Bhowmick, residing at Premises No. 30/2/8, Doctor Lane, Debendra Mansion, 1st Floor, P. O. Entally, P. S. Taltala, Kolkata - 700 014 and **M/S. DEEPAJ CONSTRUCTION PVT. LTD.** a company incorporated under the Companies Act, 1956 and having its registered office at no. 48/1A, Dr. Suresh Sarkar Road, P.O. Entally, P.S. Beniapur, Kolkata - 700014, represented by its one of the Director **SMT. JAYATI PAUL** wife of Sri Madhab Ch. Paul, residing at 17, Suren Tagore Road, P.S. Gariahat, P.O. Ballygunge, Kolkata - 700019, hereinafter referred to as the **OWNERS** (which expression shall unless or excluded by or repugnant to the context shall be deemed to include their legal heirs, executors, administrators, representatives, its successors in office and/or assigns).
- (d) **DEVELOPER:** Shall mean **M/S. ANKAN BUILDERS,** a sole proprietorship company, having its registered office at 79/16B,

Acharyya Jagadish Bose Road, P.O. Entally, P.S. Taltala, Kolkata – 700 014, represented by its proprietor **Smt. JHUMUR BHOWMICK** and its successor or successors in office and/or assigns.

- (e) **BUILDING:** Shall mean the proposed building to be constructed in the said premises by the Developer in accordance with the sanctioned plan vide B.P. No. 2022060031 dt. 09/09/2022 and/or revised by the Kolkata Municipal Corporation.
- (f) **OWNER'S SHARE :-** shall refer to
- 1) **Sumanta Bhowmick** shall be entitled to have 15% (fifteen percent) of the total consideration amount i.e. the sale proceeds from the said property from M/S. Ankan Builders, the present Developer in respect of this investment and profit as his total consideration amount from the proposed building and nothing else.
 - 2) **M/S. Deepraj Construction Pvt. Ltd.,** shall be entitled to have 35% (thirty five percent) of the total consideration amount i.e. the sale proceeds from the said property from M/S. Ankan Builders, the present Developer in respect of this investment and profit as his total consideration amount from the proposed building and nothing else.
- (g) **DEVELOPER'S SHARE** shall mean the remaining 50% (fifty percent) of the total consideration amount i.e. the sale proceeds from the said property, which shall belong to M/S. Ankan Builders, the Developer herein after the payment of Owner's share as aforesaid.

DEVELOPER'S OBLIGATION:

- (a) To obtain all necessary permissions clearances and sanction/revision in respect of building plan, water, drainage, electricity etc. from the Kolkata Municipal Corporation and/or such



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other Statutory Authority or Authorities for the proposed building and all such costs in this regard to the said affairs will be borne by the Developer.

- (b) To incur all costs, charges and expenses for construction of the proposed building at the said premises as aforesaid and also for any modification thereof.
- (c) The Developer shall be responsible for any incident or accident which may occur in the said premises during construction activities and shall keep the owners fully indemnified at all times against any loss or damage which may be caused to the owners or anyone else due to any accident during construction.
- (d) To complete construction of the proposed building within 24 (twenty-four) months from the date of commencement of work subject to further extension of 6 (six) months (if required) and shall obtain completion certificate from the K.M.C.
- (e) After completion of the proposed building, to frame rules and regulations regarding the use of the proposed building and to form flat Owners' Association and/or Society for the ultimate owner or owners of the proposed building within 12 months from the date of completion and/or handing over possession.

OWNER'S OBLIGATION:

It shall be the responsibility and obligation of the Owners to comply with the terms and conditions as follows: -

- a) To sign and execute, registered Development Agreement and registered Development Power of Attorney in favour of the present Developer.



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- b) To sign and execute, if required, all necessary plans, papers, undertakings, affidavits, documents, declarations, deeds for smooth progress of proposed building and/or any modification plan in terms of this Agreement.
- c) To co-operate and assist the Developer for smooth construction and completion of the proposed building in the said premises as per terms of this Agreement.
- d) To deliver all original Deeds, Documents, Municipal Tax Bills and all other original writings and papers relating to the said property to the Developer. That the said original documents shall remain in the custody of the Developer till completion of the said proposed building and the Developer shall handover the said documents to the Association, to be formed.
- e) Not to cause any obstruction or interference in the construction erection and completion of the proposed building and not to raise any objection or claim division or partition of the said land and/or the building thereon.

THE DEVELOPER SHALL BE ENTITLED:

- a) The Developer shall enjoy, negotiate and enter into agreement for sale with the prospective buyers and accept advance and/or part consideration money for the respective flats, shops, car parking spaces and/or other spaces in the proposed building as they think fit and proper from all such prospective intending purchaser/s of their choice.
- b) For the purpose of sale and/or transfer for the respective flats, car parking spaces, shops, and/or other spaces of the proposed building



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no further consent of the owners shall be required and this Agreement itself shall be treated as such consent.

- c) Any letter required to be given by the Developer shall be deemed to have been served upon the Owners at their last known address, if delivered by hand and duly acknowledged or sent by registered post with acknowledgement and shall likewise be deemed to have been serviced upon the Developer at their last known address, if delivered by hand and duly acknowledged or sent by registered post with acknowledgement.

FORCE MAJEURE:

In the event of the construction work being delayed and/or destroyed by earthquake, tempest or other Act of God, fire, riots, civil commotion or any other irresistible forces not caused by any act of the Developer and/or his workmen and in that situation, the Developer shall not be treated as defaulter and not responsible for delayed construction.

ARBITRATION:

- a) In the event of any dispute or differences arising between the parties herein in regard to this agreement or any matter connected therewith, the same will be settled by mutual discussions and/or the said dispute shall be referred to joint arbitrators one appointed by the Developer and the other by the Purchaser and their award shall be final and binding upon the parties.
- b) Only courts having original jurisdiction over the premises shall have the jurisdiction in all matters relating to or arising out of this Agreement.



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Be it noted that by this Development Agreement and the related Development Power of Attorney, the developer shall only be entitled to receive consideration money by executing Agreement/Final Deeds and or document for transfer of property as per provisions laid down in the said documents as a developer without getting any ownership of any part of the property under the schedule. This development Agreement and the related development power of Attorney shall never be treated as the agreement/Final document for transfer of property between the owners and the developer in anyway. This clause shall have overriding effect to anything written in this document in contrary to this clause.

SCHEDULE ABOVE REFERRED TO

(SAID PROPERTY)

ALL THAT piece and parcel of land measuring about 5 Cottahs, 4 Chittacks and 39 Sq. ft. together presently being premises No. 79/27, Acharyya Jagadish Bose Road or Acharya Jagadish Chandra Bose Road previously known as Lower Circular Road, P.O. Entally, P.S. Taltala, Kolkata - 700 014, Ward No. 53 under the Kolkata Municipal Corporation (Road zone name Moulali more to Beck Bagan Crossing Off Road) with Assessee No. 110530200607 which is butted and bounded as follows: -

- ON THE NORTH** : By Pre. No. 80, Acharyya Jagadish Bose Road or Acharya Jagadish Chandra Bose Road.
- ON THE SOUTH** : By Acharyya Jagadish Bose Road or Acharya Jagadish Chandra Bose Road.
- ON THE EAST** : By Pre. No. 79/28, Acharyya Jagadish Bose Road or Acharya Jagadish Chandra Bose Road.
- ON THE WEST** : By Pr. No. 79/26/1B, Acharyya Jagadish Bose Road or Acharya Jagadish Chandra Bose Road.



[Handwritten signature]

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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
17 MAR 2023

IN WITNESS WHEREOF the parties hereto of the First and Second part set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the within named OWNERS and DEVELOPER at Kolkata in the presence of:

WITNESSES:

1. Anup Gnan
RM-1, Raghunathpur
KOL-59

Sumanta Bhownick,
DEEPAJ CONSTRUCTION PVT. LTD.
Jayati Paul,
Director

(OWNERS)

2. ~~Jayanta Mondal~~
(JAYANTA MONDAL)
S/O. Netai Mondal
East chyangdana
P.O. Balpur, P.S. Deganga
24 Pgs (N) - 743423

ANKAN BUILDERS
Shumuk Bhownick,
Proprietor

(DEVELOPER)

Drafted by me.
Altamas Kabir
Advocate
Sealdah Civil Court
P.S. - Entally, Kol-700014
E.no - F/3854/3791/2022

ADDITIONAL REGISTRAR OF ASSURANCES-IV, KOLKATA

(Stamp)



2

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
17 MAR 2023



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

Name SUMANTA BHOWMICK
 Signature Sumanta Bhowmick



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

Name JAYATI PAUL
 Signature Jayati Paul
 Director
 DEEPAJ CONSTRUCTION PVT. LTD.



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

Name JHUMUR BHOWMICK
 Signature Jhumur Bhowmick
 Proprietor
 ANKAN BUILDERS

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

Name

Signature



✓

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
17 MAR 2023

Major Information of the Deed

Deed No :	I-1904-03947/2023	Date of Registration	17/03/2023
Query No / Year	1904-2000707252/2023	Office where deed is registered	
Query Date	16/03/2023 2:22:10 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	A Bagchi S C Court, Thana : Entaly, District : South 24-Parganas, WEST BENGAL, PIN - 700014, Mobile No. : 7001449174, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 5,26,55,889/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 25/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: Kolkata, P.S:- Taltola, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: A. J. C. Bose Road, Road Zone : (Moulali More -- Beck Bagan Crossing On Road) , , Premises No: 79/27, , Ward No: 053 Pin Code : 700014

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha 4 Chatak 39 Sq Ft	1/-	5,19,80,889/-	Property is on Road
Grand Total :				8.7519Dec	1 /-	519,80,889 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	6,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1000 sq ft	1 /-	6,75,000 /-	




Land Lord Details :



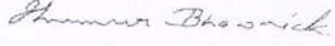
SI No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Sumanta Bhowmick (Presentant) Son of Late Sachindra Nath Bhowmick Executed by: Self, Date of Execution: 17/03/2023 , Admitted by: Self, Date of Admission: 17/03/2023 ,Place : Office</p>	<p>Photo</p> 	<p>Finger Print</p> 	<p>Signature</p> 
		17/03/2023	LTI 17/03/2023	17/03/2023
<p>Debendra Mansion, 1st Floor, 30/2/8, Doctor Lane, City:- Not Specified, P.O:- Entally, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700014 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: aqxxxxxx7c, Aadhaar No: 67xxxxxxxx1951, Status :Individual, Executed by: Self, Date of Execution: 17/03/2023 , Admitted by: Self, Date of Admission: 17/03/2023 ,Place : Office</p>				
2	<p>DEEPAJ CONSTRUCTION PRIVATE LIMITED 48/1A, DR SURESH SARKAR ROAD, City:- Not Specified, P.O:- Entally, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700014 , PAN No.:: AAxxxxxx9P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative</p>			

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	<p>M S ANKAN BUILDERS 79/16B, A. J. C. Bose Road, City:- Not Specified, P.O:- Entally, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700014 , PAN No.:: ADxxxxxx3N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p> <p>Smt Jayati Paul Wife of Shri Madhab Chandra Paul Date of Execution - 17/03/2023, , Admitted by: Self, Date of Admission: 17/03/2023, Place of Admission of Execution: Office</p>	<p>Photo</p> 	<p>Finger Print</p> 	<p>Signature</p> 
		Mar 17 2023 3:22PM	LTI 17/03/2023	17/03/2023
<p>17, Suren Tagore Road, City:- Not Specified, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: akxxxxxx9b, Aadhaar No: 31xxxxxxxx1768 Status : Representative, Representative of : DEEPAJ CONSTRUCTION PRIVATE LIMITED (as director)</p>				

Name	Photo	Finger Print	Signature
Smt Jhumur Bhowmick Wife of Sumanta Bhowmick Date of Execution - 17/03/2023, , Admitted by: Self, Date of Admission: 17/03/2023, Place of Admission of Execution: Office	 Mar 17 2023 3:22PM	 LTI 17/03/2023	 17/03/2023
30/2/8, Doctor Lane, City:- Not Specified, P.O:- Entally, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700014, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: adxxxxxx3n, Aadhaar No: 68xxxxxxxx3068 Status : Representative, Representative of : M S ANKAN BUILDERS (as proprietor)			

Identifier Details :

Name	Photo	Finger Print	Signature
Jayanta Mondal Son of Netai Mondal East Chyangdana, City:- Not Specified, P.O:- Belpur, P.S:-Deganga, District:- North 24-Parganas, West Bengal, India, PIN:- 743423	 17/03/2023	 17/03/2023	 17/03/2023
Identifier Of Sumanta Bhowmick, Smt Jayati Paul, Smt Jhumur Bhowmick			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Sumanta Bhowmick	M S ANKAN BUILDERS-4.37594 Dec
2	DEEPRAJ CONSTRUCTION PRIVATE LIMITED	M S ANKAN BUILDERS-4.37594 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Sumanta Bhowmick	M S ANKAN BUILDERS-500.00000000 Sq Ft
2	DEEPRAJ CONSTRUCTION PRIVATE LIMITED	M S ANKAN BUILDERS-500.00000000 Sq Ft

Endorsement For Deed Number : I - 190403947 / 2023

On 17-03-2023

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 13:52 hrs on 17-03-2023, at the Office of the A.R.A. - IV KOLKATA by Sumanta Bhowmick , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 5,26,55,889/-

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

Execution is admitted on 17/03/2023 by Sumanta Bhowmick, Son of Late Sachindra Nath Bhowmick, Debendra Mansion, 1st Floor, 30/2/8, Road: Doctor Lane, , P.O: Entally, Thana: Taltola, , Kolkata, WEST BENGAL, India, PIN - 700014, by caste Hindu, by Profession Business

Indetified by Jayanta Mondal, , , Son of Netai Mondal, East Chyangdana, P.O: Belpur, Thana: Deganga, , North 24-Parganas, WEST BENGAL, India, PIN - 743423, by caste Hindu, by profession Others

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

Execution is admitted on 17-03-2023 by Smt Jayati Paul, director, DEEPRAJ CONSTRUCTION PRIVATE LIMITED (Private Limited Company), 48/1A, DR SURESH SARKAR ROAD, City:- Not Specified, P.O:- Entally, P.S:-Beniapukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700014

Indetified by Jayanta Mondal, , , Son of Netai Mondal, East Chyangdana, P.O: Belpur, Thana: Deganga, , North 24-Parganas, WEST BENGAL, India, PIN - 743423, by caste Hindu, by profession Others

Execution is admitted on 17-03-2023 by Smt Jhumur Bhowmick, proprietor, M S ANKAN BUILDERS (Sole Proprietorship), 79/16B, A. J. C. Bose Road, City:- Not Specified, P.O:- Entally, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700014

Indetified by Jayanta Mondal, , , Son of Netai Mondal, East Chyangdana, P.O: Belpur, Thana: Deganga, , North 24-Parganas, WEST BENGAL, India, PIN - 743423, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25.00/- (E = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 4.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/03/2023 4:33PM with Govt. Ref. No: 192022230335686558 on 16-03-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 1405035831525 on 16-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3216, Amount: Rs.100.00/-, Date of Purchase: 15/03/2023, Vendor name: S CHATTERJEE MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/03/2023 4:33PM with Govt. Ref. No: 192022230335686558 on 16-03-2023, Amount Rs: 74,920/-, Bank: SBI EPay (SBIEPay), Ref. No. 1405035831525 on 16-03-2023, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 197075 to 197102

being No 190403947 for the year 2023.



mm
Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.03.18 14:31:32 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/03/18 02:31:32 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)