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OFFICE OF THE CHIEF EXECUTIVE OFFICER  
 WEST BENGAL  
 22/05/22

31 MAY 2022

SUPPLEMENTARY DEVELOPMENT AGREEMENT

THIS SUPPLEMENTARY DEVELOPMENT AGREEMENT is made on this 25<sup>th</sup> day

2022

BETWEEN

1. Debashish Saha

NET - 45/22  
 N - 50  
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 4507  
 26/5/22

Debashish Saha

Debashish Saha



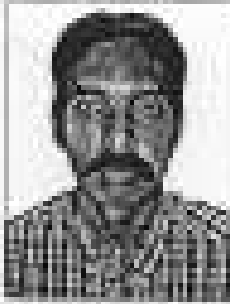
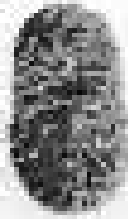

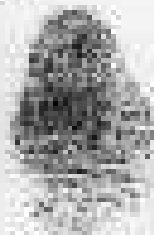

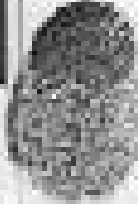
Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - I KOLKATA, District Name (Kolkata)

Signature / LTI Sheet of Query No/Fee 1802200-134476/2022

A. Signature of the Person(s) admitting the exemption at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Kausik Saha, A/ 318, Salt Lake City, Sector-I, City- , P.O- Sakti Ghawan, P.S-East Bidhannagar, District- North 24 Parganas, West Bengal, India, PIN- 700061	Legal Heir of Land Lord [Sunita Saha]			<i>Kausik Saha</i> 23/05/2022
2	Debanish Saha, A/ 318, Salt Lake City, Sector-I, City- P.O- Sakti Ghawan, P.S-East Bidhannagar, District- North 24 Parganas, West Bengal, India, PIN- 700061	Legal Heir of Land Lord [Sunita Saha]			<i>Debanish Saha</i> 23/05/2022
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Nawal Banerjee, Son of Late. Mitha Kaban Banerjee 147/24, Dakshin Dutt Road, City- Not Specified, P.O- Chokhani, P.S- Lala Tera, District- North 24 Parganas, West Bengal, India, PIN - 700140	Tapan Saha, Nandini Poddar, LITKARISH K MOYI, Kausik Saha, Debanish Saha			<i>Nawal Banerjee</i> 23/05/2022

(Sajyit Dinan)

**ADDITIONAL REGISTRAR  
OF ASSURANCE  
OFFICE OF THE A.R.A. -  
KOLKATA  
Kolkata, West Bengal**



(1) **KAUSIK SAHA** (Aadhaar No. 7165 8247 8693, PAN: ANPS3968A, son of Sri Madhab Chandra Saha, aged about 48 years, by faith - Hindu, by occupation - Doctor, by Nationality - Indian, residing at Premises No. AJ-319, Salt Lake City, Sector-II, P.S. - Bidhannagar East, P.O. - Sech Bhasan, Kolkata - 700091, District - North 24-Parganas, (2) **DEBASHISH SAHA** (Aadhaar No. 4624 0682 8519, PAN: GQDP8830A), son of Sri Madhab Chandra Saha, aged about 28 years, by faith - Hindu, by occupation - Unemployed, by Nationality - Indian, residing at Premises No. AJ-319, Salt Lake City, Sector-II, P.S. - Bidhannagar East, P.O. - Sech Bhasan, Kolkata - 700091, District - North 24-Parganas, (3) **TAPATI SAHA** (PAN: ANSP89782L) Wife of Sri Asish Kumar Saha and daughter of Late Gajendra Narayan Das, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at 27, Janak Road, P.S. - Tollygunge, P.O. - Sarat Bose Road, Kolkata - 700029 and (4) **HARDITA PODDAR**, (PAN - ANSPM013D) Wife of Sri Dilip Kumar Poddar and daughter of Late Gajendra Narayan Das, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at 27, Janak Road, P.S. - Tollygunge, P.O. - Sarat Bose Road, Kolkata - 700029, West Bengal, hereinafter jointly and collectively called and referred to as the **'OWNERS'** (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives, nominees and/or assigns) of the **FIRST PART**.

#### AND

**M/S. RASHMIKARI CONSTRUCTION (P) LTD.**, (PAN: AABCR8221L), A Company having its registered office at 16A, Brabourne Road, 9<sup>th</sup> Floor, Kolkata-700 001 represented by one of the directors namely **UTKARSH K MODY** (PAN: AJNPM7284L, Aadhaar No. 3636 9887 8828), Son of Sri Pawan Mody, by faith - Hindu, by occupation - Business, Nationality-Indian, residing at Premises No. 8/A Middleton Street, 1<sup>st</sup> Floor, P.O. - Middleton Row, P.S. - Shakespeare Sarani, Kolkata - 700071, hereinafter called and referred to as the **DEVELOPER** (which terms or expressions shall unless excluded by or repugnant to the

subject or context be deemed to mean and include its successors, successors-in-office, successors-in-interest, legal representatives, administrators and/or assigns of the **OTHER PART**.

**WHEREAS** one Lakshmi Kanto Das, since deceased was the sole and absolute owner in respect of **ALL THAT** piece or parcel of rent free land, measuring about 4 cottahs 10 chittaks be the same a little more or less **TOGETHER WITH** partly two and partly three storey brick built dwelling house standing thereon, being and situated at and Premises No. 16, Parsee Church Street, Kolkata-700001, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. - Bowbazar, under the limits of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining therein free from all encumbrances and for the sake of brevity hereinafter called and referred to as the said Plot-1 land.

**AND WHEREAS** by a registered Deed of Settlement dated 23.03.1961, registered in the Office of the Registrar of Assurances, Calcutta and recorded in Book No. 1, Volume No. 46, Pages from 241 to 246, being No. 1352 for the year 1961, the said Lakshmi Kanto Das as the settler therein formed and/or created a trust in respect of **ALL THAT** Premises No. 16, Parsee Church Street, (previously known as, 152 & 153, Lower Chitpur Road & 16, Parsee church Street amalgamated and renumbered as 16, Parsee Church Street) in the North Division of the town of Calcutta thereby appointing his son Gajendra Narayan Das as the sole trustee therein for the interest of the beneficiaries as mentioned therein;

**AND WHEREAS** on 23.04.1965 the said Lakshmi Kanto Das died and as per the clause 4 of the aforesaid Deed of Settlement dated 23.03.1961 the said Trust as was created thereon has come to an end and accordingly the said Gajendra Narayan Das became the sole and absolute owner in respect of the aforesaid property subject to charges as mentioned therein;

**AND WHEREAS** the said Gajendra Narayan Das being the sole and absolute owner thereof duly applied for and mutated his name with the record of the said property and paid taxes thereof regularly;

**AND WHEREAS** on 11.02.1986 the wife of the settler Paragini Das died intestate leaving behind the said Gajendra Narayan Das as her only legal heir and accordingly the charge as was created by the said Deed of Settlement dated 23.03.1961 in favour of the said Paragini Das in respect of the said property has been released;

**AND WHEREAS** on 09.05.1992 the Tulshi Rani Das died intestate leaving behind the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Mandita Poddar as her legal heiresses and survivors and accordingly the charge as was created by the said Deed of Settlement dated 23.03.1961 in favour of the said Tulshi Rani Das in respect of the said property has been released automatically;

**AND WHEREAS** on 19.07.1995 the said Gajendra Narayan Das died intestate leaving behind his three daughters namely Bhanumati Saha alias Sumita Saha, Tapati Saha and Mandita Poddar as his legal heiresses and survivors and by virtue of the Hindu Law of Inheritance the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Mandita Poddar became the joint owners in respect of the aforesaid property;

**AND WHEREAS** by virtue of the recital as above stated the said Bhanumati Saha alias Sumita Saha, Tapati Saha and Mandita Poddar became the joint and absolute owners in respect of the aforesaid property subject to charge created in favour of Thakur Sri Sri Issar Radha Govinda Jew in respect of the aforesaid property;

**AND WHEREAS** the said Lakshmi Kanta Das, since deceased was the also sole and absolute owner in respect of **ALL THAT** piece or parcel of rent free land, measuring about 4 cottahs 14 chittaks 24 sq. ft. be the same a little more or less **TOGETHER WITH** partly two and partly three story brick built dwelling house standing thereon, lying and situated at and Premises No. 27, Rabindra Sarani, (previously known as 151, Lower Chitpur Road) Raikota, in the North District of

the town of Calcutta in Block No. V, Holding No. 19 and within P.S. - Bowbazar, under the limits of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances and for the sake of brevity hereinafter called and referred to as the said Plot-II land;

**AND WHEREAS** on 23.04.1965 the said Lakshmi Karito Das died and as per the clause 4 of the Deed of Settlement dated 17.02.1960, which was registered in the office of Registrar of Calcutta and same was recorded in Book No. 1, Volume No.38, Page no 65 in 70, being the Deed no. 738 for the year 1960, the said Trust as was created thereon has come to an end and accordingly the said Gajendra Narayan Das became the sole and absolute owner in respect of the aforesaid property as mentioned therein;

**AND WHEREAS** the said Gajendra Narayan Das being the sole and absolute owner thereof duly applied for and mutated his name with the record of the said property and paid taxes thereof regularly;

**AND WHEREAS** on 19.07.1995 the said Gajendra Narayan Das died intestate leaving behind his three daughters namely Bhamumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as his legal heiresses and survivors and by virtue of the Hindu Law of Inheritance the said Bhamumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar became the joint owners in respect of the aforesaid property;

**AND WHEREAS** by virtue of the recital as above recited of the said Bhamumati Saha alias Sumita Saha, Tapati Saha and Nandita Poddar were well seized and possessed of and otherwise well and sufficiently entitled in **ALL THAT** piece or parcel of rent free land, measuring about 4 cottaks 10 chittaks be the same a little more or less **TOGETHER WITH** partly two and partly three storied brick built dwelling house standing thereon, lying and situated at and Premises No. 16, Farsee Church Street, in the North Division of the town of Calcutta in Block No. V, Holding No. 18 and within P.S. - Hare Street, under the limits of the



Calcutta Municipal Corporation and **ALL THAT** piece or parcel of rent free land, measuring about 4 cottaha 14 chitaks 24 sq. ft. be the same a little more or less **TOGETHER WITH** partly two and partly three storey brick built dwelling house standing thereon, lying and situated at and Premises No. 27, Rabindra Sarani, (previously known as 151, Lower Chitpur Road) Kolkata, in the North Division of the town of Calcutta in Block No. V, Holding No. 19 and within P.S. - Bowbazar, under the limits of the Calcutta Municipal Corporation **TOGETHER WITH** all right, title and interest appertaining therein free from all encumbrances and for the sake of brevity hereinafter called and referred to as the said Plot-I and Plot-II respectively;

**AND WHEREAS** the said Bhanuman Saha alias Sumita Saha, Tapati Saha and Nandita Poddar as the joint owners thereof duly applied for and jointly mutated their names with the records of the Kolkata Municipal Corporation and Premises No.16, Parson Church Street, 27/1 & 27/2 Rabindra Sarani was allotted in respect of the said Plot-I vide Assessee No. 110483800090, 110454100256 & 110454100268 respectively and in respect of the Plot-II Assessee no. 110454100153 was allotted;

**AND WHEREAS** the said Bhanuman Saha alias Sumita Saha (since deceased), Tapati Saha (Owner No. 3, herein) and Nandita Poddar (Owner No. 3, herein) jointly formulated a scheme to construct a multi-storied building on the aforesaid Plot-I and Plot-II land, after amalgamating the aforesaid Plots of land with the records of the Kolkata Municipal Corporation;

**AND WHEREAS** the Developer herein having offered proposal for development of the said Plot-I and Plot-II inter alia including Construction of a multi-storied building upon the same at their own cost in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation and accordingly by a Development Agreement dated 16.12.2017, registered in the Office of the A.R.A. - II, Kolkata and recorded in Book No. 1, Volume No. 1902-2017, Page from 140985 to 141037, being No. 19020-8076 for the year 2017, hereinafter called

and referred to as the Said Principal Development Agreement) the said Bhramumati Saha alias Sumita Saha (since deceased), Tapati Saha (Owner No. 3, herein) and Mandita Poddar (Owner No. 4, herein) entrusted the said M/S **RASHEENARI CONSTRUCTION PVT. LTD., [PAN-AASCR822114]**, for construction of multi-storied building more fully described in the First Schedule written hereunder on the terms and conditions as inter-alia contained therein.

**AND WHEREAS** the said Developer agreed to complete the construction of Multi-storied building, more fully described in the First schedule written hereunder, subject to payment of a sum as contained in the said Principal Development Agreement as non-refundable amount and according the developer paid the amount to the said Bhramumati Saha alias Sumita Saha (since Deceased), Tapati Saha (Owner No. 3, herein) and Mandita Poddar (Owner No. 4, herein) as agreed in the said Principal Development Agreement.

**AND WHEREAS** thereafter the said Bhramumati Saha alias Sumita Saha (since Deceased), Tapati Saha (Owner No. 3, herein) and Mandita Poddar (Owner No. 4, herein) through the said Developer made an application for amalgamation of the Premises No. 16, Parsoo Church Street and Premises No. 27, 27/1 and 27/2, Rabindra Sarani with the records of the Kolkata Municipal Corporation and accordingly the same was allowed by the Kolkata Municipal Corporation and at present after amalgamation the aforesaid building premises are known called and recorded as Premises No. 16, Parsoo Church Street and for the sake of brevity hereinafter called and referred to as the said land and more fully described in the First Schedule hereunder written.

**AND WHEREAS** the said Bhramumati Saha alias Sumita Saha, died intestate on 26.12.2019, leaving behind her two sons namely Kaanik Saha (Owner No. 1, herein) and Debashish Saha (Owner No. 2, herein) as his legal heirs and survivors and by virtue of the Hindu Succession Act, 1956 the said Kaanik Saha (Owner No. 1 herein) and Debashish Saha (Owner No. 2 herein) became the joint owners in respect of the share left by the said Bhramumati Saha in the said land along with other properties.

**AND WHEREAS** by virtue of the recital as above recited the owners herein are well seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of rent free land, measuring about 9 cottaks 8 chittaks 24 sq.ft. be the same a little more or less **TOGETHER WITH** party two storied and party three storied building standing thereon, lying and situated at and Premises No. 16, Pariser Church Street, Kolkata - 700001, within P.S. - Hare Street, Ward No. 43, under the limits of the Kolkata Municipal Corporation under the North Division on the Town of Kolkata, West Bengal **TOGETHER WITH** all right, title and interest appertaining thereto free from all encumbrances and for the sake of brevity hereinafter called and referred to as the said land and more fully described in the First Schedule hereunder written:

**AND WHEREAS** the Developer herein in compliance with the aforesaid Development Agreement has completed the work of amalgamation and the negotiation with the tenants and further paid the entire consideration amount completely and now both the parties hereto agreed to modify and incorporate necessary changes along with the works to be done in compliance thereto and recording the parties herein have agreed to record the same in writing in the manner hereunder stated:-

**NOW THIS AGREEMENT WITNESSETH** as follows :-

#### **ARTICLE - 1: DEFINITIONS**

Unless it is repugnant to or inconsistent with the context of these Presents:

1. **OWNERS** : shall mean (1) KAUSHIK SAHA, son of Sri Madhab Chandra Saha, residing at Premises No. AJ-319, Salt Lake City, Sector-II, P.S. - Bidhannagar East, P.O. - Sech Bhawan, Kolkata - 700091, District - North 24-Parganas, (2) DEBASHISH SAHA, son of Sri Madhab Chandra Saha, residing at Premises No. AJ-319, Salt Lake City, Sector-II, P.S. - Bidhannagar East, P.O. - Sech Bhawan, Kolkata - 700091, District - North 24-Parganas, (3) TAPATI SAHA, wife of Sri Anish Kumar Saha and daughter of Late Gajendra Narayan Das, residing at 27, Jansah Road;

P.S. - Tollygunge, P.O. - Sarat Bose Road, Kolkata - 700029 and (4) NANDITA PODDAR, Wife of Sri Dilip Kumar Poddar and daughter of Late Gajendra Narayan Das, residing at 27, Janak Road, P.S. - Tollygunge, P.O. - Sarat Bose Road, Kolkata - 700029, West Bengal.

2. **DEVELOPER:** shall mean M/s. RASHBEHARI CONSTRUCTION PVT. LTD., A Company having its registered office at 16A, Brahastama Road, 0<sup>th</sup> Floor, Kolkata-700 001 represented by one of its directors namely **UTRAARSHI K MODY** (PAN: AJBPM7284), Aadhaar No. 5836 9587 6858, Son of Sri Pawan Mody, by faith - Hindu, by occupation - Business, Nationality-Indian, residing at Premises No. B/A Middleton Street, 1<sup>st</sup> Floor, P.O. - Middleton Row, P.S. - Shakespeare Sarani, Kolkata - 700071.
3. **SAID LAND:** shall mean **ALL THAT** piece or parcel of rent free land, measuring about 9 cottaks 8 chittaks 34 sq. ft. be the same a little more or less **TOGETHER WITH** partly two storied and partly three storied building standing thereon, lying and situated at said Premises No. 16, Purser Church Street, Kolkata - 700001 within P.S. - Hare Street, Ward No. 45, under the limits of the Kolkata Municipal Corporation under the North Division on the Town of Kolkata, West Bengal hereinafter referred to as the said land more fully described in First Schedule hereunder written.
4. **ARCHITECTS:** shall mean the Architect/L.B.S to be appointed by the Developer, or such other Architect during the material time of construction of the proposed building or process or progress thereof being appointed by the developer only.
5. **BUILDING/PREMISES:** shall mean multi storied building to be constructed upon the said land in accordance with the building plan required to the duly sanctioned by the **KOLKATA MUNICIPAL**

CORPORATION with all its variations, (more fully and particularly described in the SECOND SCHEDULE hereunder written).

6. **OWNERS' SHARE AND ALLOCATION:** shall mean 15% of the constructed area of the proposed multi storied building which is equivalent to **ALL THAT** entire Third Floor and balance portion from the North-West portion of the Fourth Floor of the proposed multi storied building, situated at and Premises No. 16, Parson Church Street, Kolkata - 700001 within P.S. - Hare Street, Ward No. 45 under the limits of the Kolkata Municipal Corporation, Assessee No. 110453800090, West Bengal, more fully described in the Third Schedule hereunder written.
7. **DEVELOPER'S SHARE AND ALLOCATION:** shall mean 85% of the constructed area of the proposed multi storied building which is equivalent to **ALL THAT** entire Ground Floor to Top Floor (except the owners' allocation as above mentioned) of the proposed multi storied building, situated at and Premises No. 16, Parson Church Street, Kolkata - 700001 within P.S. - Hare Street, Ward No. 45 under the limits of the Kolkata Municipal Corporation, Assessee No. 110453800090 (Zone - Terria Bazar to M.C. Road Crossing), West Bengal, more fully described in the Fourth Schedule hereunder written.
8. **COMMON EXPENSES:** shall mean and include the cost of operating, up-keeping and maintaining the building to be constructed as aforesaid as and when required in connection with common services and facilities relating to the building, and shall further include all taxes, charges, salaries, premiums and other expenses payable in respect thereof or incidental thereto as fully described in the FIFTH SCHEDULE hereunder written.
9. **UNDIVIDED SHARE** shall mean the undivided variable and impartible proportionate share in the lands attributable and allocable to any

unit/units within the building as aforesaid to be determined in relation to the area of the respective.

10. **BUILDING PLAN** : shall mean the plan inter alia touching the construction of the building and contents thereof in the shop or Office Spaces and other space including variations therein as permissible and modification thereof, if any, as well, requiring to be sanctioned by the Kolkata Municipal Corporation in the name of the Owners at the cost of the developer and other statutory variation including such modifications or variations therein as may be required to be made or directed by the said Kolkata Municipal Corporation.
11. **TRANSFER** : with its grammatical variations shall include a transfer by possession and by other lawful means adopted for effecting transfer inter-alia of Shops/ Offices/units/ Parking space/s in the multi-storied building to be constructed under the project and inter-alia relate to transfer of the Developer Part or share of constructed areas within allocation meant for the developer or their nominee or nominees, if any, in the building to be constructed or portions of portions thereof to the intending purchasers thereof.
12. **TRANSFEREE**: shall mean the purchaser to whom any Shops/ Offices/units/ Parking space/s and/or other space or spaces in the said building will be transferred.
13. **DEVELOPMENT AGREEMENT**: shall mean this agreement dated 16.12.2017, registered with the Office of the ARA-II, Kolkata and recorded in Book No. 1, Volume No. 1902, Pages 140383 to 141037, Deed No. 04076 for the year 2017.
14. **SUPPLEMENTARY DEVELOPMENT AGREEMENT**: shall mean this agreement dated \_\_\_\_\_, executed by and the parties hereto in respect of the First Schedule property.

15. **UNITS:** shall mean Shops/ Offices/units/ Parking spaces and other spaces within the building on or at the said premises, each of them being part thereof, in fact.
16. **SPECIFICATION:** shall mean specification mentioned in the specification of works mentioned in the EIGHTH SCHEDULE mentioned hereunder.

#### ARTICLE : II

1. **OWNERS' SHARE AND ALLOCATION:** shall mean 15% of the constructed area of the proposed multi storied building which is equivalent to **ALL THAT** entire Third Floor and balance portion from the North-West portion of the Fourth Floor of the proposed multi storied building, situated at and Premises No. 16, Puruss Church Street, Kolkata - 700001 within P.S. - Hare Street, Ward No. 45, under the limits of the Kolkata Municipal Corporation, Assesment No. 110453800090, West Bengal.
2. **DEVELOPER'S SHARE AND ALLOCATION:** shall mean 85% of the constructed area of the proposed multi storied building which is equivalent to **ALL THAT** entire Ground Floor to Top Floor (except the owners' allocation as above mentioned) of the proposed multi storied building, situated at and Premises No. 16, Puruss Church Street, Kolkata - 700001 within P.S. - Hare Street, Ward No. 45, under the limits of the Kolkata Municipal Corporation, Assesment No. 110453800090 (Zone : Teretta Bazar to M.G. Road Crossing), West Bengal.
3. Subject to Owners Having their allocation or share or part in the carpet area within the building together with their proportionate share respecting the same the Owners do hereby grant exclusive right to the

developer to construct at their cost as agreed a multistoried building on the said land, more fully and particularly described in the FIRST SCHEDULE hereunder written and also authorize the developer herein to sell their portion within their allocation to the intending purchaser or purchasers to be selected by the Developer herein only being reckoned as their nominee or nominees as well.

4. The Developer shall install and erect in the said Multistoried building at their own cost and expenses coil-test pumps for safety, water storage tanks and overhead enclosures together with other arrangements as shall be required to be provided in the building containing Shops/ Offices/units/ Parking space/s, and other spaces to be constructed in connection with the same being permitted by municipal concerned.
5. The Developer shall at its own cost and expenses and without creating any financial or other liability upon the Owners shall construct and complete the multistoried building upon the said land.

#### ARTICLE - III BUILDING

1. The Developer, as agreed shall at their own cost and expenses construct at the said premises a multistoried building according to the specification mentioned in the EIGHTH SCHEDULE hereunder written in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation in compliance with all Corporation Rules, Regulations and provisions and the same shall be completed within a period of 36 (Thirty Six) months from the date of commencement of work. In case the existing plan needs to be revalidated, then the time/period of revalidation will be excluded from the period of 36 months. However the said period shall automatically be extended for another period of 12 months on expiry of the said 36 months for which the Owners shall always have No-Objection.



The building to be constructed shall be of good standard quality building materials and workmanship, without using substandard materials, and all such specifications, materials, fixtures and fittings.

2. Subject to approval of the Developer, and that of qualified Architect as shall be engaged by the developer for construction of the building under this project such building materials being approved by the developer the approval thereof by the developer's architect shall be final and binding on the parties. Any of such materials, however, shall not be of low or inferior quality the user whereof may cause defect or damage to the building under the project.

#### ARTICLE - IV DEVELOPER'S OBLIGATION

1. No consent shall be required from the Owners on the part of the Developer to transfer and assign the benefit of the Developer's allocation to the intending purchaser or purchasers thereof.
2. The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners may be prevented from enjoying or selling/assigning, and/or disposing of any of the portions within the Owners allocation in the building.
3. The Developer hereby declares that the proposed building shall be completed within 36 months from the date of commencement of work. In the event the existing plan needs to be revalidated, then time/period of revalidation will be excluded from the period of 36 months. However, the said period shall automatically be extended for another period of 12 months on expiry of the said 36 months from the date of commencement of work.
4. The developer herein agrees that during the continuance of this present agreement there shall not be any major change in the management of the company, however in any manner whatsoever, however if any

director dies or retires during the said period, new director may be appointed.

5. The Developer herein agree to negotiate with the existing tenants and enter into an agreement for their respective rehabilitation in the proposed new multi-storied building including shifting and alternative accommodation and any such area allotted to tenants shall be adjusted from developer's allocation only.

#### ARTICLE - V OWNERS OBLIGATIONS

1. The Owners has agreed to sign the building plan through their constituted attorney as to be prepared by the Architect/L.B.S appointed by the Developer for submission to the Kolkata Municipal Corporation for necessary modification/ revalidation thereof. The Owners shall authorize the Developer to do and perform all works and to sign all papers and documents including the building plan, as would be necessary for modification/ revalidation/ sanction of the building plan by executing necessary power of Attorney or any instrument relating to the same in favour of the Developer herein and the expenses on this account shall be borne by the Developer herein.
2. Subject to the preceding clauses the Owners hereby grant, exclusive license and permission to the Developer to construct, erect and complete the proposed building on the said land in accordance with the building plan sanctioned including any modification thereto for construction of the building under the project and the expenses required for such documentation including legal expenses shall be borne by the Developer herein.
3. The Developer at their own cost shall submit the building plan before the Kolkata Municipal Corporation/ appropriate Government and/or other authorities for modification/ revalidation/ sanction or approval of the plan required for the construction of the building on the premises,

and pursue the same from time to time. The Developer shall comply with all the formalities required for all changes to be made, in the building plan being required by the Kolkata Municipal Corporation and other statutory authority, being Governmental or other authorities as aforesaid and shall comply with requirements for any sanction, permission, clearance, or approval as aforesaid, subject to full co-operation of Owners thereof.

4. The Developer shall be entitled to erect and/or construct the proposed building with rights to transfer or otherwise deal with or dispose of their allocation or portions thereof, and the Owners shall not in any way interfere with or disturb, quiet and peaceful possession of the Developer's allocation, mentioned as aforesaid.
5. The Owners shall execute a registered Power of Attorney authorising the Developer herein to appoint Architect, Labour, and to obtain electricity, Water, Sewerage, Drain and Building Sanction Plan, from the Kolkata Municipal Corporation and to sign any agreement for sale, deed of conveyance or conveyances and/or deeds for transfer of the Developer's allocation within the building, or any part thereof to intending purchaser or purchasers, who shall be nominated by the developer herein.
6. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance to the construction work of the said building by the developer on the said plot of land.
7. The Owners hereby agree and covenant with the Developer not to sell, let out, grant, lease, and mortgage, cucumber, and/or charge the said plot of land or any portion thereof.
8. The Owners undertake that during the continuance of this agreement they shall not enter into any Development agreement or agreement for

13. The Owners without any just reason shall not be entitled to repudiate, rescind, and/or cancel this development agreement and the registered general power of attorney as has been executed by the Owners simultaneously with the execution hereof during the period of completion of the development project, or act against terms hereof during the period of construction and/or completion of the building as envisaged hereunder and/or that of disposal of the portion under the allocation of the developer as agreed by way of transfers, and/or till completion of such development project as a whole.
14. The Owners undertake that they or their constituted attorney shall execute agreement or agreements for sale, and cause to register proper Deed or Deeds or conveyance or conveyances for sale of the developer allocation or any part thereof in favour of the intending purchaser or purchasers nominated by the Developer for each transfer or sale thereof the same being within the Developer's allocation and the Developer shall also join as a necessary party to the said Deed or Deeds.
15. That the owners herein shall keep on paying Rs.50/- per month in favour of Thakur Bree Sree Radha Gobinda Jew so long the charge in respect of Premises No. 16, Parson Church Street, Kolkata is released in compliance with the provision as laid down in the Deed of Settlement dated 23.03.1961

#### ARTICLE VI DEVELOPER'S RIGHTS

1. The Developer will hold and occupy the said plot of land as an exclusive licensee, and shall have authority so construct the building on the said plot of land as per building plan sanctioned by the Kolkata Municipal Corporation.
2. If any amendment or modification is required in connection with said building plan the same shall be done by the Developer at their own cost

and expenses and the Developer will pay and bear all fees including Architect's fees required to be paid or deposited for such amendment and/or modifications of the building plan, if necessary, provided, however, that such amendments or modifications would not prejudice the Owners in any manner whatsoever.

3. The Developer shall be entitled to enter into agreement with the intending purchaser or purchasers for selling their allocation within the building to be constructed under the project or portion thereof containing Shops/ Offices/units/ Parking space/s etc. settling terms therefor with the prospective buyers therefor and the Owners shall join and/or sign and execute such Agreements for sale of such Shops/ Offices/units/ Parking space/s as a necessary party without making any objection to enable the developer to sell their allotted portion together with undivided proportionate share in the lands below the same to the said intending buyers subject to requirements by the developer.
4. The Developer shall also be entitled to accept money by way of consideration price of the said flats/units from the prospective buyers in respect of Developer's allocated portion and/or share in the said proposed building with flats and spaces as referred to as saleable area, and can issue receipt in its name or on behalf of their firm name acknowledging such receipts in terms of this agreement without making the Owners liable or accountable for the same at any point of time.
5. That the Developer shall have exclusive right of further development on the proposed multi storied building in future, subject to plan sanctioned by Kolkata Municipal Corporation.
6. The Developer shall be entitled to apply for and obtain financial assistance/ term loan/working capital from banks/financial institutions/ others for the purpose of carrying out the construction of the proposed multi storied building in accordance to the building

sanctioned with a right to mortgage/put under negative lien the Developers' portion of the total area in terms of this agreement being entire area constructed to be constructed in the demised premises more fully described in schedule hereunder written without any liability upon the OWNERS allocation of the proposed building to be constructed and the Owners' hereby accord consent to the Developer for the same without any right being created by of the Developer by such act upon the Owners allocation and the owners shall not assume any liability over their part of the Owners allocation whatsoever or howsoever.

7. The Developer shall have right to mortgage entire land till the completion of the constructive works and after completion of the construction Developers and Owners area shall be clearly and specifically demarcated. Thereafter the owner's portion of construction area will be free from mortgage charge and only developer's portion of construction will be remain under mortgage.

#### ARTICLE -VII MISCELLANEOUS

1. That if any amendment or modification is required in respect of the sanctioned building plan for further, construction over and above the plan sanctioned by concerned municipality, then the expenses for the said modification and/or amendment shall be borne by the Developer.
2. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds, matters and things not herein specified may be required to be done by the Developer where for the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes to do all such acts, deeds, matters and things and if necessary, shall execute necessary papers as may be required by the Developer for the purpose if the same do not in

any way infringe and/or affect the rights and interest of the Owners in respect of the said plot and/or the Owners' allocation and/or do not go against the spirit of this Agreement.

3. Any notice required to be given by the Developer shall be deemed to have been served upon the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due and shall likewise be deemed to have been served on the Developer's last known address by the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgment due.
4. The Developer shall frame scheme for the management and/or administration of the said building and/or common parts and facilities thereof and for due observance thereof by the intending purchaser or purchasers of different, Shops/ Offices/units/ Parking space/s in the building to be constructed under the project including all its out goings like common maintenance, Municipal taxes, salaries payable to Darwan and sweepers, common electricity bills as against illumination of common passages, running of pump, operating of and repairs of sanitary installation, plumbing, pump, etc., and white wash, and other items required for due maintenance of the building and/or common services.
5. Any dispute or difference which may arise between the parties or their nominee or representative with regard to the construction, meaning, purport, and effect of this Agreement or, any part thereof, or respecting the construction or any other matters relating to the construction and its transfer and/or possession shall be referred to the sole arbitrator jointly appointed, by the parties hereto for arbitration as per the provisions of the arbitration and conciliation Act 1996 including its statutory modification and re-enactments.

**ARTICLE VIII INDEMNIFICATION BY THE OWNERS**

1. The Owners undertake for indemnifying the developer in case of any unreasonable hindrance on their part as may stand as a bar to the developer's being entitled to the allocation in the building under the project the project being unreasonably obstructed by the acts and conducts of the Owners as against the provisions hereof declaring that the developer shall be entitled to the construction under the project and enjoy their allocation without any interference or disturbance subject to their performing observing and/or fulfilling all the terms herein contained and/or the obligations here under to be performed by the developer.
2. The Owners further undertake to indemnify the developer in case the developer suffers any loss for in defect in their title to the property or for charges or encumbrances thereon in any manner whatsoever, declaring that neither they nor their predecessors, predecessors-in-interest ever executed any instrument in respect of the Developer's allocation under this agreement, and if there be such instrument such instrument shall have no force and shall not entitle the Owners at all and/or their legal representatives to take advantage thereof in any manner whatsoever.
3. The Owners hereby undertakes that in case any of the owner herein requires during the pendency of this present development agreement his/his legal heirs, representatives and/or assigns shall be liable to execute such fresh document/s like supplementary agreement/ Power of Agency etc as the case may be in favour of developer without making any demand for the same in any manner whatsoever

**ARTICLE - IX INDEMNIFICATION BY THE DEVELOPER**

1. The Developer hereby undertakes not to make the Owners liable for, and to compensate his for and/or against all third party's claims and actions



resulting from any act or conduct or omission or commission of offence during construction of the said building, including any accident or labour accident in the said premises to that effect.

**ARTICLE - X FORCE MAJEURE**

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent of their performance or for relative obligations herein being prevented by the existence of force majeure which shall remain suspended for the time being, entitling them to be suspended from their obligations during the duration of the force majeure.
2. Force majeure shall mean earthquake, riot, war, storm, tempest, civil commotion and/or litigation etc. which may be beyond the control of any of the parties hereto and/or human beings.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the land with existing building structure)

**ALL THAT** piece or parcel of rent free land, measuring about 9 cottaks 8 chittaks 24 sq ft be the same a little more or less TOGETHER WITH partly two storied and partly three storied building standing thereon (total covered area 13200 sq. ft. more or less, lying and situated at and Premises No. 16, Parsee Church Street, Kolkata - 700001 within P.S. - Hare Street, Ward No. 45, under the limits of the Kolkata Municipal Corporation under the North Division in the Town of Kolkata, West Bengal. The Ground Floor and the First Floor of the said premises is used for commercial purpose and the Second Floor is used for residential purpose and the same is bounded and bounded as follows :-

<b>ON THE NORTH</b>	:	By Premises No. 27, Rabindra Sarani.
<b>ON THE SOUTH</b>	:	By Parsee Church Street;
<b>ON THE EAST</b>	:	By Rabindra Sarani;
<b>ON THE WEST</b>	:	By Premises No. 17, Parsee Church Street.

**THE SECOND SCHEDULE AS ABOVE REFERRED TO:**

**(Description of the land with proposed multi storied building)**

**ALL THAT** piece or parcel of rent free land, measuring about 9 cottaha & chittaks 24 sq.ft be the same a little more or less **TOGETHER WITH** multi storied building standing thereon, lying and situated at and Premises No. 16, Parase Church Street, Kolkata - 700001 within P.S. - Hare Street, Ward No. 45, under the limits of the Kolkata Municipal Corporation, Assesse No. 110453800090, West Bengal and the same is bounded and bounded as follows :-

<b>ON THE NORTH</b>	:	By Premises No. 27, Rabindra Sarani;
<b>ON THE SOUTH</b>	:	By Parase Church Street;
<b>ON THE EAST</b>	:	By Rabindra Sarani;
<b>ON THE WEST</b>	:	By Premises No. 17, Parase Church Street

**THE THIRD SCHEDULE AS REFERRED TO ABOVE**

**(OWNER'S ALLOCATION)**

**ALL THAT** shall mean 15% of the constructed area of the proposed multi storied building which is equivalent to **ALL THAT** entire third floor and balance portion from the North-West portion of the Fourth Floor of the proposed multi storied building, situated at and Premises No. 16, Parase Church Street, Kolkata - 700001 within P.S. - Hare Street, Ward No. 45, under the limits of the Kolkata Municipal Corporation, Assesse No. 110453800090, West Bengal.

**THE FOURTH SCHEDULE AS REFERRED TO ABOVE**

**(DEVELOPER'S ALLOCATION)**

**ALL THAT** shall mean 85% of the constructed area of the proposed multi storied building which is equivalent to **ALL THAT** entire ground floor to top floor (except the owners' allocation as above mentioned) of the proposed

multi storied building, situated at and Premises No. 16, Parsee Church Street, Kolkata - 700001 in Block No. V, Holding No. 18 and within P.S. - Hare Street, Ward No. 45, under the limits of the Kolkata Municipal Corporation, Assessee No. 11045380090, West Bengal.

**THE FIFTH SCHEDULE ABOVE REFERRED TO,**

THE OWNERS HEREIN TOGETHER WITH INTENDING PURCHASER OR PURCHASERS ENTITLED TO COMMON USER OF THE COMMON AREAS AND THE COMMON PARTS MENTIONED IN THIS INDENTURE SHALL INCLUDE: -

1. Stair cases on all the floors.
2. Stair cases landing on all floors.
3. Main gate of the said building/premises and common passage and lobby on the Ground to Top floor.
4. Water pumps, Water Tank, Water pipes and overhead tank on the roof, and other common plumbing installations and also pump.
5. Installation of common services viz. electricity, water pipes, sewerage, rain water pipes.
6. Lighting in the common space, passage, staircase including electric meter and fittings.
7. Common Electric meter and box.
8. Electric wiring, meter for lighting stair cases, lobbies and other common areas (excluding those as are installed for any particular floor) and space required therefor, common walls in between the unit being the flat and any other unit beside the same on any side thereof.
9. Windows, Doors, Grills and other fittings respecting the common areas of the premises.

10. Electrical Wiring, meters, excluding those installed for any particular UNIT.
11. **GENERAL COMMON ELEMENTS** and facilities meant for the said "UNIT".
- a) All private ways, curves, side-walls and areas of the said premises.
  - b) Exterior conduits, utility lines.
  - c) Exterior lighting and other facilities necessary for upkeep and safety of the said building.
  - d) All elevators including shafts, shaft walls, machine rooms and facilities.
  - e) All other facilities or elements or any improvement outside the unit but upon the said building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the building or normally in common use.
  - f) The foundation, Corridor, Lobby, Stairways Entrance and exits, path ways, Footings, Columns, Girders, Beams, Supports, and exterior walls beyond the said UNIT, side or interior load bearing walls within the building or concrete floor slabs except the roof slab and all concrete ceilings and all staircases in the said building.
  - g) The ultimate roof or terrace including structure in the said building will jointly be undivided property among the Owner/ Owners and the other Owners/intending Purchasers or other purchasers of different units, subject to limitation, if any, to their such rights, the purchaser or purchasers being together entitled to use and enjoy the ultimate roof and/or terrace with the Owners/Owners, other purchaser, or purchasers without causing inconvenience to one another.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:****[COMMON EXPENSES]**

**THE OWNERS HEREIN TOGETHER WITH INTENDING PURCHASER OR PURCHASERS SHALL HAVE TO BEAR:**

1. The expenses of administration, maintenance, repair, replacement of the common parts, equipments, accessories, common areas, and facilities including white washing, painting and decorating the exterior portion of the said building, the boundary walls, entrance, the stair cases, the landing, the gutters, rainwater pipes, motors, pumps, water, gas pipe, electric wirings, installations, sewers, drains, and all other common parts, fixtures, fittings and equipments, in, under or upon the building enjoyed or used in common by the Purchaser co-Purchaser, or other occupants thereof.
2. The costs of cleaning, maintaining and lighting the main entrances, passages, landings, stair cases, and other parts of the building as shall be enjoyed or used in common by the occupants of the said building.
3. The cost of repairing and maintenance of water pump, electrical installations, over lights, and service charges, and supplies of common utilities.
4. Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightning, Civil commotion, etc.
5. Municipal taxes, multi-storied building tax, if any, and other similar taxes save those separately assessed on the respective UNIT.
6. Litigation expenses as may be necessary for protecting the right, title and possession of the land and the building.
7. Such other expenses as are necessary or incidental for maintenance, up-keep and security of the building and Cost duties, as may be

determined by the Shops/ Offices/units/ Parking space/s Owners Association, as shall be formed by the unit-Owners, as soon as possible for the purpose or purposes as aforesaid, such formation of Association thereof in accordance with the provisions of the West Bengal Apartment Ownerships Act and bye Laws thereof as amended from time to time being obligatory on their part in the fullest legal sense of the term.

**THE SEVENTH SCHEDULE ABOVE REFERRED TO**  
**(COMMON RESTRICTIONS)**

**THE GUIDANCE RESPECTING POSSESSION AND/OR USER OF THE UNIT/FLAT INTER-ALIA SHALL, INCLUDE THE IMPOSITIONS AND RESTRICTIONS AS UNDER**

- I. The purchaser or purchasers/Owners, and other occupants, if any, of the building, shall not be entitled to use the aforesaid Shops/ Offices/units/ Parking space/s for the following purpose:
  - A. To use the said Shops/ Offices/units/ Parking space/s and roof or terrace or any portion thereof in such manner which may or is likely to cause injury, damage, nuisance, or annoyance to the Owners or occupants of the other units, inclusive of flats, nor to use the same for any illegal or immoral purposes in any manner whatsoever.
  - B. To carry on or permit to be carried on upon the said Shops/ Offices/units/ Parking space/s any offensive or unlawful business whatsoever, nor to do or permit to be done anything in the said flat which may be illegal or forbidden under any law for the time being in force.
  - C. To demolish or cause to be demolished or damaged the said Shops/ Offices/units/ Parking space/s or any part thereof.

- D. To do or permit to be done any act deed or thing which may render void or voidable any insurance of any flat, and/or unit, any part thereof, or cause any increase in premium payable in respect thereof.
- E. To claim division or partition of the said land and/or the building thereon, and common areas within the same.
- F. To throw or accumulate any dirt, rubbish or other refuse or permit the same to be thrown, or accumulated in the Shops/ Offices/units/ Parking space/s, or any portion of the building housing the same.
- G. To avoid the liability or responsibility of repairing any portion, or any component part of the flat hereunder sold and transferred, or fittings and fixtures therein for storing water, sewerages etc. in the event of such portion or part, Or fixtures and fittings within the flat, and/or unit demanding repairs thereby causing inconvenience and injuries to other flat Owners as may be affected in consequence, nor to avoid obligation for giving free access to the flat or portion thereof to men, agents, masons, as may be required by the Shops/ Offices/units/ Parking space/s Owners Association from time to time on request therefor by such Association.
- H. To paint outer walls or portion of their flat, common walls or portions of the building, exclusive of the gump thereof, they being entitled to paint inside the walls and portions of their Shops/ Offices/units/ Parking space/s only in any colour of their choice.
- I. To encroach any common portion of the building, jeopardise the user thereof, nor to encumber any of such portion in any manner whatsoever.

**THE EIGHTH SCHEDULE ABOVE REFERRED TO**  
**SPECIFICATIONS**

1. **FOUNDATION:**
  - a) Earth Work in excavation upto a depth of below G.L. as per Sanction drawing.
  - b) Earthwork in filling with good quality excavation earth white sand.
  - c) Disposal of surplus earth.
2. **STRUCTURE:**
  - a) The building will be designed on R.C.C. framed structure as per Indian Standard Code of Practice.
  - b) Use of Steel reinforcement as per sanctioned structural drawing.
  - c) Shuttering work for all C.C & R.C.C. work is necessary props, standing etc. and supply of necessary shuttering materials.
3. **BRICKWORK:**
  - a) All brick work as per Architectural drawing.
  - b) Outer walls will be 8" thick with 1st class brick and sand, cement mortar (1:6).
  - c) Internal walls will be 5 1/2" thick with 1st class brick and sand, cement work (1:6).
4. **PLASTER WORK:**
  - a) Plinbing of plaster of paris over plastered surface of all internal walls and staircases.
5. **FLOORING:**
  - a) All floors will be made of ceramic tiles with 2" churning.
  - b) The staircase will be finished with Marble.



**TOILET:** Glazed upto a height of 6'-0" of walls.

**KITCHEN:** Kitchen top shall be of Granite stone. Glazed tiles shall be upto a height of 2'-0" from the Kitchen top. One new sink will be provided.

**6. DOORS & WINDOWS:**

- a) All door frames will be painted with wood primer.
- b) Other doors save and except toilet shall be made of flush door.
- c) Toilet's doors shall be made of P.V.C.
- d) Window shall be made of Aluminium with Glass fittings.

**7. PAINTING WORK:**

- a) For internal surface Plaster of paris over the plastered surface.
- b) External painting with water proof cement paint.

**8. GRILL WORK:** Supply and fixing of and half grill (3'-0") for balcony.

**9. SANITARY & PLUMBING WORK:**

- a) Internal water supply and sanitary installations, O/H Water tank.
- b) Water supply line in Kitchen and Toilet will of CPVM pipes.
- c) External plumbing and sanitary connection will be of PVC pipes.

**10. SPECIFIED ITEMS:**

- a) Basin (one).
- b) CP shower,
- c) Camlock (Western type) with cistern.

**11. ELECTRICAL WORK:**

Electrical work will be done with modular fittings (switches and plugs) and wiring will be concealed type with ISI Brand.

**12. EXTRA WORK:**

Any extra work other than our specification shall be charged extra as decided by our authorized engineer and such amount shall have to be deposited before execution of the aforesaid work.

IN WITNESS WHEREOF the parties hereto above-named set and subscribed their respective hands and signature of this deed on the day, month and year first above written.

SIGNED, SEALED & DELIVERED at  
Kolkata in the presence of  
WITNESSES:

1. NAWAL SUROLIA  
147/C/4, Dakshin  
Duni Road  
KOL - 48.

1. Kausik Saha.

2. DEBASISH Saha

3. Anup Saha.

4. Nandita Boddar

2. Nandita Boddar  
27 Janak Road  
Kolkata 29.

SIGNATURE OF THE OWNERS

RASBEHARI CONSTRUCTION PVT. LTD.  
*(The owner's c. no. 14)*

Director/Full. Signatory

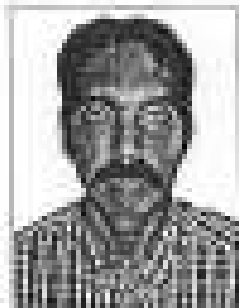
SIGNATURE OF THE DEVELOPER

Drafted by:

*Anil Sharma*

ANIL SHARMA, Advocate  
HIGH COURT, CALCUTTA,  
ENROLMENT NO- WB/76/2001

# SPECIMEN FORM FOR TEN FINGERPRINTS



Banshi Kumar

10	Left Index	Right Index	Left Middle	Right Middle	Left Ring	Right Ring
11	Left Thumb	Right Thumb	Left Little	Right Little	Left Pinky	Right Pinky



Dobashi Saha

10	Left Index	Right Index	Left Middle	Right Middle	Left Ring	Right Ring
11	Left Thumb	Right Thumb	Left Little	Right Little	Left Pinky	Right Pinky



Bipati Saha

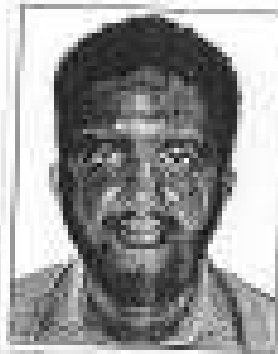
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Santosh Patidar

10	Left Index	Right Index	Left Middle	Right Middle	Left Ring	Right Ring
11	Left Thumb	Right Thumb	Left Little	Right Little	Left Pinky	Right Pinky

# SPECIMEN FORM FOR TEN FINGERPRINTS



*Placed in a poly*

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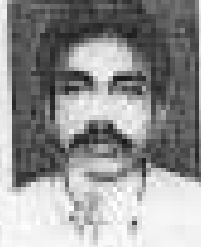
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not without or after / with or if  
you have never with or without  
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to be with  
to be with / for and to you will not

In case the card is lost/stolen, notify the concerned  
the issuing office at:  
Joint Commissioner of Income Tax/Income & Tax Section,  
P.O.,  
Chhatrapati Shivaji Maharaj,  
Colaba - 400 005

Permanent Account Number  
ANDP3388A



Full Name  
RAJESH SARA

Full Name in Hindi  
राजेश सरा

Date of Birth  
11-03-1973

Signature  
Rajesh Sara

Joint Commissioner of Income Tax, P.O.,  
Chhatrapati Shivaji Maharaj, Colaba - 400 005

Rajesh Sara

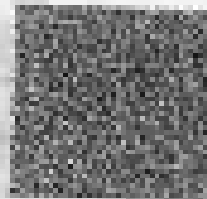


**ভাৰত চৰকাৰ**  
**Union Identification Authority of India**  
**Government of India**

ভাৰত চৰকাৰ (ভাৰত চৰকাৰ) - ১০০১০০০-৪০/১১৩১৭

ভাৰত চৰকাৰ

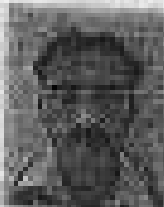
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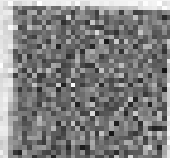
ভাৰত চৰকাৰ নম্বৰ / Your Aadhaar No. :

**7165 8247 8693**

ভাৰত চৰকাৰ, ভাৰত চৰকাৰ



নাম  
 সন্ধ্যা কলিতা  
 ১০০১০০০ (ভাৰত চৰকাৰ)  
 ১০০১০০০



7165 8247 8693

ভাৰত চৰকাৰ, ভাৰত চৰকাৰ

*Revised Card*

संसाधन विभाग

संसाधन विभाग

संसाधन विभाग

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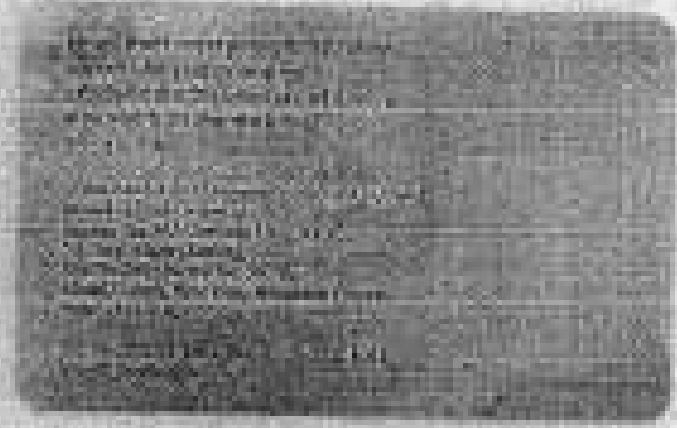
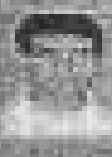
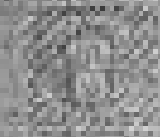
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संसाधन विभाग



भारत सरकार

GOVT. OF INDIA





**ভারত সরকার**  
**Unique Identification Authority of India**  
 Unique Identification Authority of India  
 Ministry of Information & Public Relations, Government of India

**উপা**

- ভারত পরিচয় প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ প্রাপ্যদের প্রমাণিত করা যায়।

To  
 Aadhaar Seva  
 Unique Identification Authority of India  
 A-1, 1st  
 Sector, South-2  
 New Delhi  
 New Delhi, India  
 New Delhi, India  
 New Delhi, India  
 New Delhi, India  
 New Delhi, India  
 New Delhi, India

**INFORMATION**

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

আমার আধার নম্বর / Your Aadhaar No. :  
**4624 0682 8519**  
 আমার আধার, আমার পরিচয়

- আমার মত মত নয়।
- আমার আধারের মাধ্যমে ও অন্যান্য পরিষেবা প্রাপ্য প্রাপ্য হয়।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

**ভারত সরকার**  
 Government of India

আমার আধার  
 My Aadhaar

4624 0682 8519

আমার আধার, আমার পরিচয়

**ভারত সরকার**  
 Government of India

ভারত সরকার  
 Unique Identification Authority of India

আমার আধার  
 My Aadhaar

4624 0682 8519

Debashish Saha





✓ Rajesh Kumar

**भारत सरकार**  
Government of India

**व्यक्ति का नाम**  
TANU SAMA  
व्यक्ति का पता: 0100/0101  
व्यक्ति का लिंग: FEMALE




**3011 4849 4174**

आवृत्त आवृत्त, आवृत्त आवृत्त

**भारत सरकार**  
Government of India

**व्यक्ति का नाम**  
TANU SAMA  
व्यक्ति का पता: 0100/0101  
व्यक्ति का लिंग: FEMALE

**Address:**  
TANU SAMA, Sector 10, Gurgaon,  
Haryana - 122001

**Phone:**  
0122-2601010, 0122-2601011  
0122-2601012

**3011 4849 4174**

आवृत्त आवृत्त, आवृत्त आवृत्त

*Tanu Sama*



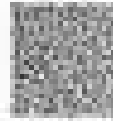
*Sandita Kulkarni*



भारत सरकार  
Government of India



मनोज प्रसाद  
Manoj Prasad  
आवधिक (008) २५१०००३  
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भारत सरकार  
Unique Identification Authority of India

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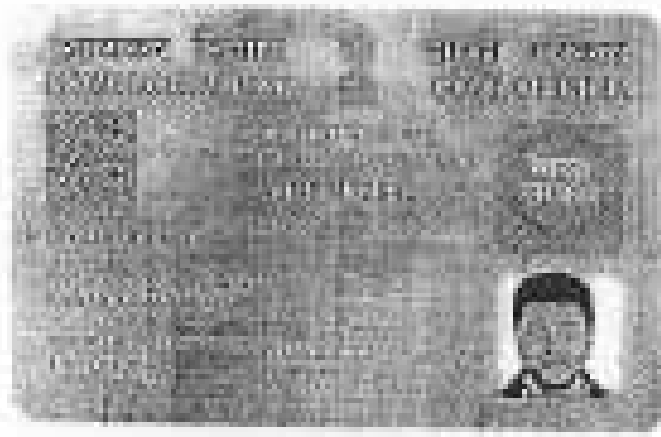
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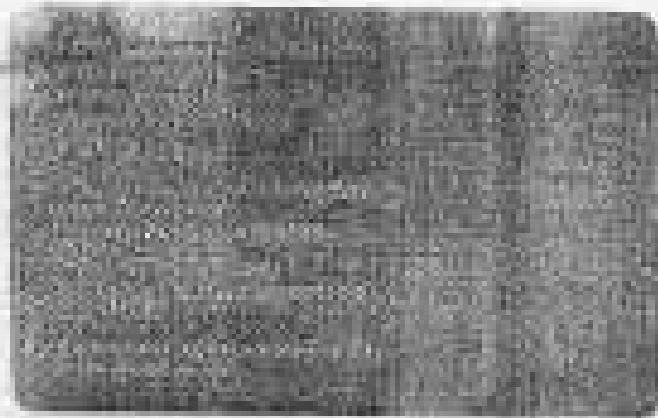
Manoj Prasad





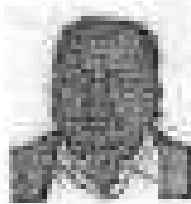


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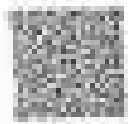




सर्वोच्च शासन  
GOVERNMENT OF INDIA



नाम: राजेश कुमार  
Name: Rajesh Kumar  
आधार संख्या: 1234 5678 9010  
DOB / BIRTH



8012 3265 1354

आधार: आधार, आधार पहिचान

*Rajesh Kumar*



भारतीय पहिचान प्राधिकरण  
INDIAN IDENTIFICATION AUTHORITY OF INDIA

पता:

123, 456, 789, 012, 345  
पिन कोड: 1234 5678  
शहर: दिल्ली  
राज्य: दिल्ली  
देश: भारत

Address:

123, 456, 789, 012, 345  
Pin Code: 1234 5678  
City: Delhi  
State: Delhi  
Country: India



8012 3265 1354

मेरा आधार, मेरी पहिचान

## Major Information of the Deed

Sl No :	I-1902-05983/2022	Date of Registration	31/03/2022
Query No/Year	1992-306/1245476/2022	Office where deed is registered	
Query Date	25/04/2022 4:55:45 PM	A.R.A. - I KOLKATA, District Kolkata	
Applicant Name, Address & Other Details	Srivast Paul P-18, CIT Road, Thana : Pooj Bagan, District : South 24-Parganas, WEST BENGAL. Mobile No. : 9874073100, Status : Self/Consent		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set forth value	[0306] Other than Immovable Property, Agreement (No of Agreement : 2)		
Rs. 1/-	Market Value		
Stamp duty Part 801	Rs. 5,62,14,900/-		
Rs. 75,120/- (Article 45(g))	[0200] Other (Sec 2 - I)		
Remarks	[Rs. 21/- (Article E, F)]		
	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assessment slip (Urban-area)		

### Land Details :

District: Kolkata, P.S:- Hare Street, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Paul Church Street, Promiss No: 18, Ward No: 045 Pin Code : 700021

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use	Area of Land	Set forth Value (IN Rs.)	Market Value (IN Rs.)	Other Details
L1	(RS - )		Bara		3 Ratha 3 Chala 24-Sq Ft	1/-	5,00,68,500/-	Property is on Road
Grand Total :					15.730sq	1/-	500,68,500/-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (IN Rs.)	Market Value (IN Rs.)	Other Details
S1	On Land L1	13200 Sq Ft	0/-	53,46,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 6000 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 5700 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 3, Area of floor : 1500 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		13200 sq ft	0/-	53,46,000/-	



**Land Lord Details :**

Sl. No	Name, Address, Photo, Finger print and Signature														
1	<p><b>Surmila Saha</b>                      Wife of Mashed Chandro Saha AJ-519, Salt Lake City, Sector-I, City:- , P.O:- Sech Brown, P.S:-East Behar nagar, District-North 24-Parganas, West Bengal, India, PIN:- 700001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: <del>XXXXXXXXXX</del>, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 23/05/2022                      Admitted by: Legal Heir, Executed by: Self, Date of Execution: 23/05/2022</p>														
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <p><b>Tapati Saha</b>                              Wife of Adish Saha                              Executed by: Self, Date of Execution: 23/05/2022                              Admitted by: Self, Date of Admission: 23/05/2022 ,Place : Office</p> </td> <td></td> <td></td> <td></td> </tr> <tr> <td>27, Janak Road, City:- , P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South24Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: <del>XXXXXXXXXX</del>, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 23/05/2022                      Admitted by: Self, Date of Admission: 23/05/2022 ,Place : Office</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			Name	Photo	Finger Print	Signature	<p><b>Tapati Saha</b>                              Wife of Adish Saha                              Executed by: Self, Date of Execution: 23/05/2022                              Admitted by: Self, Date of Admission: 23/05/2022 ,Place : Office</p>				27, Janak Road, City:- , P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South24Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: <del>XXXXXXXXXX</del> , Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 23/05/2022 Admitted by: Self, Date of Admission: 23/05/2022 ,Place : Office			
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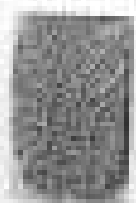


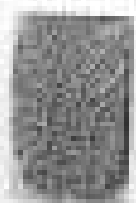


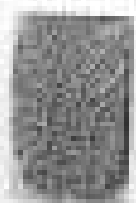

**Developer Details :**

Sl. No	Name, Address, Photo, Finger print and Signature
1	<p><b>RANIBEHARI CONSTRUCTION P LTD</b>                      15A, Brahmapura Road, City:- , P.O:- GPO, P.S:-Ham Street, District-Kolkata, West Bengal, India, PIN:- 700001                      PAN No.: <del>XXXXXXXXXX</del>, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

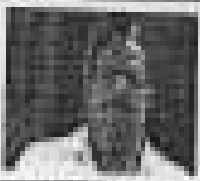

**Legal Heir Details :**

Sl No	Name, Address, Photo, Finger print and Signature
1	<p><b>Kausik Saha,</b>                      Son of Madhab Chandra Saha AJ 319, Salt Lake City, Sector-II, City- , P.O.- Sech Bhawan, P.S.-East Bidhannagar, District-North-24-Parganas, West Bengal, India, PIN- 700091, Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of India, PAN No.: ANPSC3965A, Aadhaar No: 71xxxxxxxx6093 Status : Legal Heir, Legal Heir of : Sumita Saha</p>
2	<p><b>Debashish Saha,</b>                      Son of Madhab Chandra Saha AJ 319, Salt Lake City, Sector-II, City- , P.O.- Sech Bhawan, P.S.-East Bidhannagar, District-North 24-Parganas, West Bengal, India, PIN- 700091, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No.: GDDP58520J, Aadhaar No: 46xxxxxxxx0510 Status : Legal Heir, Legal Heir of : Sumita Saha</p>

**Representative Details :**

Sl No	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <p><b>LITKAARSH K MODY</b>                              (Presentant)                              Son of Shri. Pawan Mody                              Date of Execution - 23/05/2022, Admitted by: Self, Date of Admission: 23/05/2022, Place of Admission of Execution: Office</p> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> <p>BA, Middleton Street, City- , P.O.- Middleton Street, P.S.-Shakespeare Sarani, District-Kolkata, West Bengal, India, PIN- 700071, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No. : AxxxxxxxxL, Aadhaar No Not Provided by UIDAI Status - Representative, Representative of RASHBEHARI CONSTRUCTION P LTD (as Director)</p> </td> <td>23/05/2022</td> <td>23/05/2022</td> <td>23/05/2022</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<p><b>LITKAARSH K MODY</b>                              (Presentant)                              Son of Shri. Pawan Mody                              Date of Execution - 23/05/2022, Admitted by: Self, Date of Admission: 23/05/2022, Place of Admission of Execution: Office</p>				<p>BA, Middleton Street, City- , P.O.- Middleton Street, P.S.-Shakespeare Sarani, District-Kolkata, West Bengal, India, PIN- 700071, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No. : AxxxxxxxxL, Aadhaar No Not Provided by UIDAI Status - Representative, Representative of RASHBEHARI CONSTRUCTION P LTD (as Director)</p>	23/05/2022	23/05/2022	23/05/2022
Name	Photo	Finger Print	Signature										
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**Identifier Details :**

Name	Photo	Finger Print	Signature
<p><b>Nawal Suraita</b>                      Son of Late Radha Kishan Suraita                      14/NOA, Daxarin Das Road, City- Not Specified, P.O.- Smasthura, P.S.-Lake Town, District-North 24-Parganas, West Bengal, India, PIN- 700042</p>			
	23/05/2022	23/05/2022	23/05/2022
Identifier Of: Tapan Saha, Namita Prakar, LITKAARSH K MODY, Nawal Suraita, Debashish Saha			

On 23-05-2022

**Presentation Under Section 52 & Rule 22A(1) & (2), W.B. Registration Rules, 1962**

Presented for registration at 11:30 hrs. on 23-05-2022, at the Office of the A.R.A. - II KOLKATA by **UTKAARSH K MOITY**

**Certificate of Market Value (WB PVA) rules of 2011**

Certified that the market value of the property which is the subject matter of the deed has been assessed at Rs 5.02, 14, 900/-

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

Execution is admitted on 20/05/2022 by 1. Tapati Saha, Wife of Ansh Saha, 27, Road: Janak Road, P.O: Satal Bose Road, Thana: Tollyganga, South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife  
2. Nandini Poddar, Wife of Dilip Kumar Poddar, 27, Road: Janak Road, P.O: Satal Bose Road, Thana: Tollyganga, South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife  
Identified by Nawal Surata, Son of Late Radha Kishan Surata, 147/CM, Dakshin Dari Road, P.O: Sreebhumi, Thana: Lake Town, North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Service

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

Execution is admitted on 23-05-2022 by **UTKAARSH K MOITY**, Director, RASHMEHARI CONSTRUCTION P LTD, 15A, Ambouma Road, City:-, P.O:- GPO, P S:- Hans Street, District: Kolkata, West Bengal, India, PIN:- 700001  
Identified by Nawal Surata, Son of Late Radha Kishan Surata, 147/CM, Dakshin Dari Road, P.O: Sreebhumi, Thana: Lake Town, North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Service

**Endorsement for issuing commission Case No- 010951 of 2022**

1. A commission is hereby issued under section 33, sub-section(2) of section 30, sub-section(2) of the The Registration Act, 1908(XVI) of 1908) to Rowan Hossain, Upper Division Clerk for the purpose of enquiring whether this document has been executed by **Kousik Saha**, Son of Madhub Chandra Saha, AJ 319, Salt Lake City, Sector-I, P.O: Sech Bhawan, Thana: East Bidhannagar, North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Professionals by whom it purports to have been executed

2. A commission is hereby issued under section 33, sub-section(3) of section 35, sub-section(2) of the The Registration Act, 1908(XVI) of 1908) to Rowan Hossain, Upper Division Clerk for the purpose of enquiring whether this document has been executed by **Debashish Saha**, Son of Madhub Chandra Saha, AJ 319, Salt Lake City, Sector-I, P.O: Sech Bhawan, Thana: East Bidhannagar, North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Others by whom it purports to have been executed

**Endorsement by Commissioner after execution of the Commission Case No-010951 of 2022**

1. Having visited the residence of **Kousik Saha**, Son of Madhub Chandra Saha, AJ 319, Salt Lake City, Sector-I, P.O: Sech Bhawan, Thana: East Bidhannagar, North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Professionals I have this day examined the said **Kousik Saha** who has been identified to my satisfaction by **Nawal Surata**, Son of Late Radha Kishan Surata, 147/CM, Dakshin Dari Road, P.O: Sreebhumi, Thana: Lake Town, North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Service, AND the said **Kousik Saha** has admitted the execution of the document

2. Having visited the residence of **Debashish Saha**, Son of Madhub Chandra Saha, AJ 319, Salt Lake City, Sector-I, P.O: Sech Bhawan, Thana: East Bidhannagar, North 24-Parganas, WEST BENGAL, India, PIN - 700091, by caste Hindu, by profession Others I have this day examined the said **Debashish Saha** who has been identified to my satisfaction by **Nawal Surata**, Son of Late Radha Kishan Surata, 147/CM, Dakshin Dari Road, P.O: Sreebhumi, Thana: Lake Town, North 24-Parganas, WEST BENGAL, India, PIN - 700048, by caste Hindu, by profession Service, AND the said **Debashish Saha** has admitted the execution of the document

*(Signature)*

**Mr Rowan Hossain**  
Upper Division Clerk  
A.R.A. - II KOLKATA  
Kolkata, West Bengal

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DATED THIS 23<sup>rd</sup> DAY OF May 2022  
XX

**B E T W E E N**

**KAUSHIK SAHA & ORS.**

**...OWNERS**

**A N D**

**M/S. RAJNEERAJI CONSTRUCTION PVT. LTD.**

**...DEVELOPER**

**SUPPLEMENTARY DEVELOPMENT  
AGREEMENT**

**ANIL SHARMA  
Advocate  
High Court, Calcutta**

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 1902-2022, Page from 226463 to 226517  
being No 190205963 for the year 2022.



Digitally signed by SATYAJIT BISWAS  
Date: 2022.06.06 18:16:30 +07:00  
Reason: Digital Signing of Deed.

(Satyajit Biswas) 2022/06/06 06:16:30 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - ■ KOLKATA  
West Bengal.

(This document is digitally signed.)