

50613/2020

1

1

43/7/201

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



F 509585

2007/11/20/2020

Certified that the Document is admitted to
Registration in the Office of the Registrar and the
document is the original document

Registrar
of Assurances at Kolkata

19 NOV 2020

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT is made on this the 19th day
of November Two thousand and Twenty (2020);

BETWEEN

10/5/30

Kalpana Heed rights

3 Balaran Ahoth 50
K. A.

18 NOV 2020

18 NOV 2020

NAME.....
ADD.....
Rs. J. D. M.
18 NOV 2020
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1



7
ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA
18 NOV 2020



GOVT. OF WEST BENGAL
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-202021-012943430-1

GRN Date: 05/11/2020 11:24:04

BRN: IK0AUEFQQ0

Payment Mode Online Payment

Bank: State Bank of India

BRN Date: 05/11/2020 11:24:53

DEPOSITOR'S DETAILS

Id No.: 2001411283/1/2020

[Query No./Query Year]

Name: CHAITALI CHATTERJEE

Contact No.:

Mobile No.: +91 9836118227

E-mail:

Address: City Civil Court Calcutta

Applicant Name: Mrs C Chatterjee

Office Name:

Office Address:

Status of Depositor: Advocate

Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2001411283/1/2020	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	2001411283/1/2020	Property Registration- Registration Fees	0030-03-104-001-16	6021

In Words: Rupees Forty One Thousand Forty Two only

Total

41042

(1) SMT BANDANA MUKHERJEE (PAN: BFCPM 8880A), Aadhaar No (9399 7238 9167) widow of Late Arunangshu Kumar Mukherjee, by faith-Hindu, by occupation-House wife, Aged about 75 Yrs residing at 531, Rabindra Sarani, Police Station- Shyampukur, P.O. Baghbazar, Kolkata-700003 **(2) SRI SANDIP KUMAR MUKHERJEE (PAN: ADMPM 5578J), Aadhaar No (5627 5482 6714)** Son of Late Sudhangshu Mukhopadhyay by faith-Hindu, by occupation- Service, Aged about 56 Yrs, residing at 531, Rabindra Sarani, Police Station- Shyampukur, P.O. Baghbazar Kolkata-700003 **(3) SRI JOYDIP MUKHOPADHYAY (Pan: AJDPM 4991Q), Aadhaar No (2482 6363 2390)** Son of Late Sudhangshu Mukhopadhyay by faith-Hindu, by occupation – Service, Aged about 54 Yrs, residing at, 531, Rabindra Sarani Police Station- Shyampukur, P.O. Baghbazar Kolkata-700003 hereinafter collectively referred to as the **OWNERS** (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, executrices, legal representatives, successors and assigns) of the **ONE PART.**

AND

KALPANA HEADHIGHS, a Partnership Firm (PAN NO: AANFK1372J) engaged in the business of construction and represented by its Partners viz **(1) SRI RAJA ROYCHOWDHURY, PAN NO: ADBPR 3132Q and AADHAAR**

NO: 4600 1522 2268, son of Late Anil Roychowdhury, by Faith- Hindu, by Occupation-Business, aged about 53 years, residing at 2, Ananda Chattejree Lane, Police Station -Shyampukur, P.O. Baghbazar, Kolkata- 700003, (2) **SMT, RASHMI ROYCHOWDHURY**, PAN NO: AGDPR 9208G and AADHAAR NO: 5273 6448 5205, wife of Sri Raja Roychowdhury, by Faith- Hindu, Occupation- Business, aged about 50 years, residing at Block A-6, 2, Ananda Chattejree Lane, Police Station -Shyampukur, P.O. Baghbazar Kolkata- 700003 (3) **SMT. RAYA ROYCHOWDHURY**, PAN NO: BMTPR 4942 J and AADHAAR NO: 9361 5346 3256 Daughter of Sri Raja Roychowdhury, by Faith- Hindu, Occupation- Business, aged about 25 years, residing at Block A-6, 2, Ananda Chattejree Lane, Police Station -Shyampukur, P.O. Baghbazar Kolkata- 700 003. And (4) **SMT. KALPANA ROYCHOWDHURY**, PAN NO: AJOPR 6758B and AADHAAR NO: 7706 4580 0057 wife of late Anil Roychowdhury, by Faith- Hindu, Occupation- Business, aged about 73 years, residing at Block A-6, 2, Ananda Chattejree Lane, Police Station - Shyampukur, P.O. Baghbazar, Kolkata- 700 003.

SRI RAJA ROYCHOWDHURY, son of Late Anil Roychowdhury, by Faith- Hindu, by Occupation-Business, residing at 2, Ananda Chattejree Lane, Police Station -Shyampukur, P.O. Baghbazar, Kolkata-700003, is the **"Managing Partner and Authorized Signatory"** of the said

firm, registered as per Indian Partnership Act 1932 (Act IX of 1932) vide Registration No: L 77717 hereinafter referred to as the **"DEVELOPER"** (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include the successor in office and their reputive of the **Other PART**.

WHEREAS one Kshetra Mohan Mukherjee was the sole and absolute owner of ALL THAT the partly one and two storied brick built dwelling house together with land measuring about 1katha 15chatak 13 sqft (1408) sq. ft. more or less, lying and situated at Municipal Premises No. 531, Rabindra Sarani, Police Station - Shyampukur, Kolkata-700003.

AND WHEREAS said Kshetra Mohan Mukherjee died intestate on 21.09.1966 leaving behind his wife Smt. Promoda Mukherjee, four sons namely Sri Himangshu Kumar Mukherjee, Sri Sudhangshu Kumar Mukherjee, Sri Arunangshu Kumar Mukherjee, Sri Sachidulal Mukherjee and only daughter Smt. Minati Banerjee (Mukherjee) as his legal heirs and representatives having $1/6^{\text{th}}$ share each.

AND WHEREAS said Smt. Minati Banerjee (Mukherjee) duly transferred her undivided $1/6^{\text{th}}$ share of Municipal Premises No. 531, Rabindra Sarani,

Police Station - Shyampukur, Kolkata-700003, by registered Deed of Gift dated 03.03.1986 which was registered before the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 79, pages 240 to 251, being no. 03175, for the year 1986, in favour of her mother and brothers namely Smt. Promoda Mukherjee, Sri Himangshu Kumar Mukherjee, Sri Sudhangshu Kumar Mukherjee, Sri Arunangshu Kumar Mukherjee, Sri Sachidulal Mukherjee.

AND WHEREAS said Promoda Mukherjee died intestate on 26.03.1989 leaving behind four sons namely Sri Himangshu Kumar Mukherjee, Sri Sudhangshu Kumar Mukherjee, Sri Arunangshu Kumar Mukherjee, Sri Sachidulal Mukherjee and only daughter Smt. Minati Banerjee (Mukherjee) as his legal heirs and representatives, who jointly became the owners of undivided $1/5^{\text{th}}$ share of said Promoda Mukherjee, having $1/25^{\text{th}}$ share each.

AND WHEREAS said Smt. Minati Banerjee (Mukherjee) duly transferred her undivided $1/25^{\text{th}}$ share of Municipal Premises No. 531, Rabindra Sarani, Police Station - Shyampukur, Kolkata-700003, by registered Deed of Gift dated 29.08.1989 which was registered before the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 257, pages 19 to 29, being no. 10214, for the year 1989, in favour of her brothers namely Sri

Himangshu Kumar Mukherjee, Sri Sudhangshu Kumar Mukherjee, Sri Arunangshu Kumar Mukherjee, Sri Sachidulal Mukherjee.

AND WHEREAS Sri Himangshu Kumar Mukherjee, Sri Sudhangshu Kumar Mukherjee, Sri Arunangshu Kumar Mukherjee, Sri Sachidulal Mukherjee duly mutated their names in respect of Municipal Premises No. 531, Rabindra Sarani, Police Station - Shyampukur, Kolkata-700003, in the record of the Kolkata Municipal Corporation being Assessee No. 110083400699 and paying their taxes regularly.

AND WHEREAS said Sri Himangshu Kumar Mukherjee, Sri Sudhangshu Kumar Mukherjee, Sri Arunangshu Kumar Mukherjee, Sri Sachidulal Mukherjee became the joint owners of Municipal Premises No. 531, Rabindra Sarani, Police Station - Shyampukur, Kolkata-700003.

AND WHEREAS said Sri Sudhangshu Kumar Mukherjee died intestate on 03-06-2008 leaving behind his two sons namely SANDIP KUMAR MUKHERJEE and JOYDIP MUKHOPADHYAY and Wife Smt SHYAMALI MUKHERJEE as his legal heirs and representatives.

AND WHEREAS said Himangshu Kumar Mukherjee died intestate on 24-07-2013 as bachelor leaving behind his living brothers namely Sri

Arunangshu Kumar Mukherjee, Sri Sachidulal Mukherjee as his legal heirs and representatives.

AND WHEREAS said Sachidulal Mukherjee died intestate on 14-01-2015 as bachelor leaving behind his living brother namely Sri Arunangshu Kumar Mukherjee, as his legal heirs and representatives.

AND WHEREAS said Smt SHYAMALI MUKHERJEE wife of late Sri Sudhangshu Kumar Mukherjee died intestate on 27-03-2019 leaving behind his two sons namely SANDIP KUMAR MUKHERJEE and JOYDIP MUKHOPADHYAY as her legal heirs and representatives.

AND WHEREAS said Arunangshu Kumar Mukherjee died intestate on 26-07-2020 leaving behind his Wife Smt BANDANA MUKHERJEE as his only legal heirs and representatives.

AND WHEREAS said Sri SANDIP KUMAR MUKHERJEE, Sri JOYDIP MUKHOPADHYAY and Smt BANDANA MUKHERJEE presently became the joint owners of Municipal Premises No. 531, Rabindra Sarani, Police Station - Shyampukur, P.O Baghbazar, Kolkata-700003, which is more fully and particularly described in the Schedule A hereunder written

AND WHEREAS the first parties being **OWNERS** absolutely seized and possessed of the said property as morefully and particularly described in the schedule" A " hereunder written and accordingly they mutated their names in the record of the Kolkata Municipal Corporation in respect of the said premises No 531, Rabindra Sarani Assessee No 110083400699 Police Station-Shyampukur, P.O. Baghbazar, KMC ward no: 08, Kolkata-700003, partly tenanted together by estimation an area of Land measuring about 1(One) katha 15 (Fifteen) Chatak 13 (thirteen) Sqft (i.e. 1408 Sqft more or less)together with partly one to three storied building standing thereon and have been paying municipal taxes regularly.

AND WHEREAS the **OWNERS** herein have Jointly decided to develop the properties situate and lying at and being premises No, 531, Rabindra Sarani Assessee No 110083400699 Police Station- Shyampukur,P.O. Baghbazar, KMC ward no: 08, Kolkata-700003 within the limits of the Kolkata Municipal Corporation, Ward No.08, morefully mentioned in " **Schedule A** " hereunder written. The land area of the premises is 01Katha 15 Chatak 13 Sqft more or less.

AND WHEREAS the **DEVELOPER** has been approached by the said **OWNERS** for construction of a new building/s after the demolition of the

existing brick built building on the said property situate and lying at and being premises no 531, Rabindra Sarani, Police Station- Shyampukur,P.O. Baghbazar, KMC ward no: 08, Kolkata-700003, partly tenanted herein after as per the plan which will be sanctioned by the Kolkata Municipal Corporation,

AND WHEREAS before execution of these presents the **OWNERS** have represented and assured to the **DEVELOPER** as follows:-

- i) That the premises mentioned above is free from all encumbrances, charges, liens, lispendence and attachments whatsoever and howsoever and the **OWNERS** have clear marketable title of the said property.
- ii) That excepting the present **OWNERS** of the said premises nobody has any right, title, interest, claim and demand of any nature whatsoever or howsoever, in and over the said premises.
- iii) That there is no notice of acquisition or requisition received or pending in respect of the said three premises.
- iv) The **DEVELOPER** has also been given to understand that the said premises does not fall under the Urban Land Ceiling and Regulation Act, 1976.

- v) The **OWNERS** have declared to the **DEVELOPER** that they have marketable title in respect of the said premises including the building situated and structure standing thereon without any claim, right, title, interest of any person or persons or any private/public organization thereon or therein and the **OWNERS** have absolute right and full power to enter into this agreement with the **DEVELOPER** and the **OWNERS** hereby undertake to indemnify the **DEVELOPER** and/or its assignees against any third party claims, actions, demands, whatsoever with regard to the title and ownership of the **OWNERS** and the **DEVELOPER** has.
- vi) That no valid and subsisting agreement is in existence prior to the execution of this agreement for Development in connection with the said three premises.
- vii) Relying with the aforesaid representations and believing the same to be true and acting on good faith and also after further proper searches and inspection of title of the **OWNERS** in respect of the said premises the **DEVELOPER** after being satisfied has desirous to develop the said premises on the terms and conditions as contained hereinafter.

AND WHEREAS the **DEVELOPER** has requested the **OWNERS** herein to allow them to undertake the planned development of the said premises on the terms mentioned hereinafter and after demolishing the existing structures/ buildings standing thereon and by constructing a new building thereon comprising of several flats/units according to the building plan to be sanctioned by the Kolkata Municipal Corporation with the DEVELOPERS own financial and other resources and handover/ ultimately transfer thereof to the intending transferees/ purchasers of the DEVELOPERS allocation on the terms, conditions and stipulations agreed herein and contained hereunder.

AND WHEREAS the **OWNERS** have agreed to allow, authorize, empower and permit the **DEVELOPER** herein to do so on the terms and conditions hereinafter contained.

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

ARTICLE: 1 – DEFINITIONS

Unless the context or subject otherwise requires the words or expressions contained in this Agreement shall have the following meaning.

- 1.1. OWNERS** shall mean and include the **OWNERS** named above including their respective heirs, legal representatives, executors, administrators transferee and assigns.
- 1.2. DEVELOPER** shall mean and include the **DEVELOPER** / Builder named above and include its successors-in-office, successor-in-interest, assigns and partners.
- 1.3. "SAID PREMISES"** shall mean and include ALL THAT undivided share of the premises partly three Storied brick built building partly tenanted messuage tenement dwelling house land hereditament and the premises together with the piece or parcel of revenue free land thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of total Land of the premises no 531, Rabindra Sarani, Police Station-Shyampukur,P.O. Baghbazar, KMC ward no: 08, Kolkata-700003, partly tenanted by estimation an area of Land measuring about 1(One) katha 15 (Fifteen) Chatak 13 (thirteen) Sqft within the limits of the Kolkata Municipal Corporation, Ward No. 08, Police Station- Shyampukur, and morefully described in the schedule "A " below.

- 1.4. SAID LAND** shall mean and include undivided share of the land comprised in premises no, 531, Rabindra Sarani, Kolkata – 700003, described in the Schedule "A " hereunder.
- 1.5. NEW BUILDING** shall mean and include "the new multi-storied building and/or buildings to be constructed on the said land consisting of spaces, shops, commercial establishments, flats/units, parking spaces, servants quarters and other structures to be constructed on the said amalgamated premises or on the part or portion thereof according to the building plan to be sanctioned and approved by the Kolkata Municipal Corporation after demolition of the existing building/ structures thereon.
- 1.6. UNITS** shall mean and include the several flats, car parking spaces, servant quarters, other structures and saleable spaces in the building to be built and/or constructed in or upon the said premises where the flats/units would measure different size according to the plan sanctioned by the Kolkata Municipal Corporation.
- 1.7. SANCTIONED PLAN** shall mean and include the plan for construction of the proposed new building and/or other structures to be sanctioned by the Kolkata Municipal Corporation, on the maximum possible floor area ratio available under the building rules

and laws of the said Kolkata Municipal Corporation or departments including all or any amendments thereto and/or modification, elevations, decisions, maps, drawings and other specifications thereof as may be made and sanctioned from time to time by the authorities.

1.8. COMMON PARTS shall mean and include the entrances, corridors, lobbies, landings,, Electric meter board, Lift and lift machine room, roof, underground reservoir, overhead tank, Electric meter spaces passages, ways and all the open spaces including other common areas, etc. of the building as may be required for the beneficial use and enjoyment the units holders at the said Building but shall not include the covered terrace of the building and other covered areas, spaces, car parking spaces whether covered or not in the ground floor of the building.

1.9. BUILT UP AREA shall according to its context mean the covered area of the floor.

1.10. SUPER BUILT UP (SBU) AREA shall according to its context mean the Built up area of the floor and proportionate share of Common Parts as described in Article 1.8.

1.11. FLOOR AREA RATIO shall mean the maximum floor area ratio available for construction of the said premises according to the prevailing rules, regulations, laws and bye laws of the Kolkata Municipal Corporation and/or other statutory authorities.

1.12. PROPORTIONATE shall to the context herein mean the following:-

- i) **WHERE** it refers to respective share of the parties herein i.e., the ratio of the number of flats in the **OWNERS'** allocation and the **DEVELOPER'S** allocation in the said three premises common expenses for maintenance of the Building, such proportionate shall be the same as to the same built up area of all the flats/units in the building.
- ii) **WHERE** it refers to share of any municipal rates and/ or taxes amongst the common expenses, then such share of whole, shall be determined on the basis on which such rates and/or taxes are being respectively levied i.e. in case the basis of any levy be area, rental, income or user, then the same shall be shared on the basis of area, rental, income or user of respective flats/units.

- 1.13. SALEABLE SPACES** shall mean and include the space in the building available for individual use or occupation together with the undivided proportionate and impartible share or interest in the said land as also in the common parts portions and facilities as defined herein above.
- 1.14. ENCUMBRANCES** shall mean and include transfer, charges, liens, lispendences, trust, claims, liabilities, demands, acquisitions and requisitions by Government, Public and/or statutory authorities.
- 1.15. ARCHITECT** shall mean any experienced and qualified person or persons or firm or firms or a limited company having proper, requisite and valid license as building Architect, LBS from the Kolkata Municipal Corporation to be appointed and/or nominated by the **DEVELOPER**.
- 1.16. OWNERS' ALLOCATION:** It is agreed between the **DEVELOPER** and all the **OWNERS** that the **OWNERS** allocation will be complete TWO floor for G+4 construction of the aforesaid building along with undivided proportionate share of land and also all common parts and portion as mentioned in the schedule "B " hereunder. More specifically the Owners allocation shall be the entire first floor and

entire Fourth floor of G+4 construction However the allotment of Flats shall be decided by the OWNERS herein amongst themselves.

In addition the DEVELOPER will pay Rs SIX Lakhs in aggregate to the OWNERS at the time of giving physical possession to the OWNERS.

1.17 The tenants in the said premises may be delivered possession of one of the newly constructed flats/ units in the different floor ; such possession shall be given from and out of the **OWNERS' Allocation** herein within the allotted portion of the OWNERS as aforesaid in terms of the agreement proposed to be entered into by and between such tenants with the **OWNERS** where the **DEVELOPER** may pay rehabilitation rent maximum Five times of the Present rent to any /all tenants during the construction period.

2. ARTICLE – II DEVELOPER'S ALLOCATION:

2.1. DEVELOPER'S ALLOCATION: shall mean and include the residual area of the total constructed area including proportionate share on the common area and facilities leaving the **OWNERS' Allocation** as described above on clause 1.16 & 1.17 which shall be constructed on the land of the said premises comprising of units

/flats/areas as per KMC approval and the proportionate share in roof of the building as may be sanctioned by the Kolkata Municipal Corporation of this Article together with undivided proportionate and impartible share or interest in the said land as also in the common parts and portions attributable to be included in the aforesaid **DEVELOPER'S** Allocation, of which the **DEVELOPER** shall become the sole and absolute owner as morefully and particularly described under the schedule " C " herein bellow.

- 2.2.** The **DEVELOPER** and/or its nominees, would be authorized by the **OWNERS** by a Registered Power of Attorney to sign and deal with the said premises, which will be valid till completion of the said construction in all respect whereby and whereunder the **DEVELOPER** shall be entitled to sell, transfer, convey and/or otherwise deal with the units/flats/areas of the **DEVELOPER'S** Allocation without any interference and/or objection from the **OWNERS** and/or their men, agents, representatives, servants and/or assigns in any way or manner and without having to obtain any other and/or separate permission and/or consent therefrom in any form or manner and to receive the consideration moneys from the purchasers thereof. The Existing Tenants may be delivered

possession in the newly constructed Building as per suitability of the DEVELOPER and possession will be given from the **OWNERS** allocation.

2.3. GARAGES / CAR PARKING SPACES shall mean the open or covered car parking spaces to be reserved in the ground floor of the said building or at such place as may be sanctioned by the Kolkata Municipal corporation as per building rules.

2.4. SANCTIONED AREA shall mean and include the total area to be sanctioned in the building plan by the Kolkata Municipal Corporation.

2.5. FORCE MAJURE shall mean and include floods, earthquake, civil war, emergency, third party interferences, political turmoil, suits/litigations etc. filed by any **OWNER** or any adjacent building or neighbors and or any Govt. Authority etc.

ARTICLE – III INTERPRETATIONS:

3.1 Any reference to statute shall include any statutory extensions and modifications and its enactment of such statute and the rules regulations or orders made therein.

- 3.2 Any covenant by the **DEVELOPER** and/or the **OWNERS** not to do or commit any act, deed or thing shall mean or include their respective obligations not to permit such act or thing to be done or committed.

ARTICLE – IV COMMENCEMENT:

- 4.1 This Agreement shall be deemed to have commenced on and from the date of execution of these presents.
- 4.2 All the disputes that may be cropped up out of this Development Agreement by and between the **OWNERS** and the **DEVELOPER** shall be settled by Raja Roychowdhury the party of the second part herein at his own endeavor and cost.
- 4.3 It is agreed by and between the parties herein that the **DEVELOPER** the party of the second party herein shall make all shorts of positive endeavor to vacate the entire schedule property.
- 4.4 It has been agreed upon by and between Parties herein that the proposed construction works shall be completed within a period of 24 Months from the actual date of "Foundation Work" after obtaining the Sanctioned building plan from the Kolkata Municipal

Corporation, the DEVELOPER will intimate the date to the OWNERS in writing before starting of the "Foundation Work"

- 4.5 Delivery of possession of the said premises to the **DEVELOPER** shall be deemed to have given on the date on which the complete vacant possession of the said premises will be given to the **DEVELOPER** and the OWNERS will give complete vacant possession to the DEVELOPER within ONE month from the date of sanction plan without fail and without raising any dispute in any manner.
- 4.6 Construction of the building in accordance with sanctioned building plan shall be completed within 18 months as stated in Article-IV clause 4.4 above or such extended time as may be agreed by and between the parties on mutual discussion.
- 4.7 It has also been agreed upon by and between the parties that in case of failure on the part of the **DEVELOPER** to complete the construction works within the aforesaid stipulated period of i.e. within 18 months from the date of Starting of Foundation work after obtaining the sanctioned Building Plan from KMC. Extended time shall be allotted upon mutual discussion between the **OWNERS** and **DEVELOPER** and the **DEVELOPER** shall pay Rs 25,000.00 (

Twentyfive Thousand) per month in aggregate for such extended period of time to the **OWNERS**.

ARTICLE – V OWNERS' REPRESENTATIONS AS TO TITLE AND INDEMNITY.

- 5.1 The **OWNERS** are seized and possessed of or otherwise well and sufficiently entitled as absolute **OWNERS** in respect of the said land comprised therein morefully described in the Schedule hereunder written.
- 5.2 The said premises is not affected by and scheme or proceeding or notice for acquisition or requisition or alignment by the Central State Government or any local body or authorities or Municipal authorities.
- 5.3 The said premises 531, Rabindra Sarani, Police Station-Shyampukur,P.O. Baghbazar, Kolkata-700003 are free from all encumbrances, mortgages, charges, lien, lispences, claims, demands, liabilities, acquisitions, requisitions, alignments whatsoever and howsoever.
- 5.4 There is no impediment of any nature or whatsoever for the **OWNERS** to entrust to the **DEVELOPER** for Development of the

said premises and/or the said land in the manner as herein agreed and/or the construction of the said building as per the sanctioned plan.

5.5 That the **OWNERS** after execution of this agreement shall not in any manner encumber, mortgage, sell, transfer, let out, demise or otherwise deal with or dispose of the said premises or any part or portion thereof. The **OWNERS** shall take all steps to hand over vacant possession of the said premises at their own costs and vacate the said Tenanted portion within four months from the date of signing of this agreement. All costs of mutation in respect of the respective flats of the **OWNERS** will be borne by the concerned respective co-owners and/or purchasers of the flats/units with regard to the **OWNER'S** allocation and all costs of mutation with regard to the **DEVELOPER'S** allocation will be borne by the **DEVELOPER**.

5.6 That there is no impediment of any nature whatsoever for the **OWNERS** to obtain necessary permission and/or clearances and/or no objections from the appropriate Government Authorities and/or departments for completing the Sale and/or transfer of the share

and interest in the said three premises in favour of the **DEVELOPER** or its nominees as per this Agreement.

ARTICLE – VI DEVELOPER’S REPRESENTATIONS:

- 6.1 The **DEVELOPER** having inspected the said three premises and also the copies of title deeds and other documents/ papers concerning or relating to the said three premises has duly satisfied itself with regard to the right, title and interest of the **OWNERS** by causing search in respect of the said premises. However, in case if any defect relating to title being found in future, the **OWNERS** shall rectify and/or cause such defects to be rectified to make the title perfect at their own costs, charges and expenses.
- 6.2 The **DEVELOPER** shall arrange sufficient means of necessary finance from its own resource and /or by taking Booking money /earnest Money for selling of flats in respect of the DEVELOPERS allocation in advance as may be required for carrying out the development of the said premises and/or the said land and construction of the said building in terms of this Agreement. THE OWNERS SHALL NOT PAY ANY AMOUNT TOWARDS CONSTRUCTION COST AND FOR DEVELOPMENT OF THE SAID PREMISES.

ARTICLE – VII: DEVELOPMENT WORK:

- 7.1. The **OWNERS** hereby appoint the **DEVELOPER** as the **DEVELOPER** and/or Builder in respect of the said proposed building to be constructed on the said premises in terms of these presents.
- 7.2. The **OWNERS** hereby agree to entrust the work of development of the said premises and/or construction of the said building to the **DEVELOPER** herein to be carried out as per the sanctioned plan on the terms and conditions herein recorded.
- 7.3. The development of the said premises and/or construction of said building shall follow as far as possible with the sanctioned plan of Kolkata Municipal Corporation Authorities after demolishing the existing building and structures and shall be carried out in manner as follows:-
- a) By obtaining the sanctioned plan from the Kolkata Municipal Corporation and other appropriate Government Authorities and/or Departments as may be necessary or require for development of the said premises and/or construction of the said building under the provisions of the Kolkata Municipal Corporation Act, 1980 and/or

the rules, regulations and bye-laws framed thereunder from time to time.

- b) By demolishing the existing building and other structures in the said premises, either in one or more phases or in the manner as the **DEVELOPER** may think fit and proper.

ARTICLE – VIII: DEVELOPER’S OBLIGATIONS/ COVENANTS:

- 8.1 In consideration of the said premises and subject to the provisions contained in these presents, the **DEVELOPER** hereby agrees and undertakes to carry out the Development of the said premises and/or the said land and/or the construction of the new building in accordance with the sanctioned plan and in accordance with the rules, regulations and bye-laws of the Kolkata Municipal Corporation at its own cost.
- 8.2 The OWNERS hereby grant permission, subject to what have been hereunder provided, exclusives rights to the Promoter/ **DEVELOPER** to built new building upon the said premises with the plan sanctioned by the Kolkata Municipal corporation in the name of the OWNERS with or without any amendment and/or modification there to be made or caused to be made by the parties thereto.

- 8.3 All applications, Plans and other papers and documents that may be required by the **DEVELOPER** for the purpose of obtaining necessary sanction plan from the Kolkata Municipal Corporation shall be prepared and submitted by the Developer on behalf of the land OWNERS and shall sign all such plans, application, other papers and documents as and when necessary and all cost expenses including Plan Sanctioning costs will be borne by the **DEVELOPER**.
- 8.4 The **DEVELOPER** shall provide to the **OWNERS** complete in all respect of the **OWNERS'** allocation defined in Article 1.16 hereinabove written with undivided proportionate and impartible share or interest in the said land and the common parts as herein written for occupation of the same respectively by the **OWNERS** in the said building.
- 8.5 The **DEVELOPER**, unless prevented by any restraint orders from the appropriate Court of law or any Government or any Semi-Government authority or any statutory body or authority like Kolkata Municipal Corporation, Calcutta Metropolitan Development Authority, Police Authority, Fire Brigade Authority, CESC, Neighbour's objection, natural calamities etc., or for non-vacating of the said

premises by the tenants and/or occupiers, if any, shall complete the construction of the said building within 24 months from the date of starting of the foundation work of the said construction after obtaining the sanction plan from the Kolkata Municipal Corporation.

PROVIDED HOWEVER the period during which the development work is suspended or delayed due to such restrain order or acts of God such as Force Majeure as aforesaid shall be excluded in computing the period by which the work of construction of the building is to be completed.

8.6 The **DEVELOPER** of the said premises and/or construction of the said building shall complete in habitable condition with electrical connections, water pumps, and sewerage and drainage connection, plumbing any sanitary fittings as also overhead and underground water tanks, lift etc

8.7 The **DEVELOPER** herein shall carry out the development work of the said premises and/or construction of the said building by providing standard quality of building materials, sanitary materials and electrical wirings(without fittings) etc.

- 8.8 The building materials and debris as would come out from the demolition of the said three buildings and structures shall exclusively belong to and be appropriated by the **DEVELOPER** and in this respect, the **OWNERS** shall not have any claim in this regard;
- 8.9 The **DEVELOPER** shall provide shifting charges/ rent (Rs 20,000/- Per month) to the resident OWNERS **SANDIP KUMAR MUKHERJEE, JOYDIP MUKHOPADHYAY, BANDANA MUKHERJEE** only in total who are staying in the abovementioned premises. The DEVELOPER shall bear only the shifting rent to the tenants/occupiers maximum "FIVE times of the last one year average rent". In case of any excess amount provided by the **DEVELOPER** other than the mentioned one that amount are recoverable by the OWNERS from the TENANTS before handing over their respective possession and shall refund the money to the **DEVELOPER**.

ARTICLE – IX: OWNERS' and the DEVELOPERS
OBLIGATIONS/COVENANTS:

9. The **OWNERS** shall not be held liable for any Constructional defects in the said new building and in that event the **DEVELOPER**

shall be liable for any damages to any portion of the said building.

It is also agreed by and between the parties herein that the newly constructed unit / Building / Flat or any portion shall not be used for any immoral purpose.

- 9.1 The **OWNERS** shall render their best co-operation and assistance to the **DEVELOPER** in the matter of development of the said premises;
- 9.2 The **OWNERS** shall not do or cause to be done any act deed, matter or thing nor permit anyone to do any act, deed, matter or thing which may at in any manner cause obstruction and/or interference in the development of the said premises and/or construction of the said building.
- 9.3 The **OWNERS** shall sign and execute all necessary papers, Registered boundary declaration, Tenant declaration, all applications to the Kolkata Municipal Corporation, plans, sketches, maps, designs and other documents as may from time to time be required for mutation and obtaining the sanctioned plan from the Kolkata Municipal Corporation Authorities and/or obtaining necessary sanctions, permissions, approvals and/or no objections certificate from the appropriate Government Authorities and/or Departments

with regard to the proposed construction of the building and/or development of the said premises and for obtaining water connections, sewerage connection, electric connection and for obtaining all other facilities as may be necessary for the beneficial use and occupation of the said building and/or unit or units thereat.

9.4 The **OWNERS** herein shall render their best co-operation and assistance as may from time to time as be required by the **DEVELOPER** in the matter of obtaining necessary sanctions and/or permissions and/or clearances including necessary sanction of plan from the Kolkata Municipal Corporation Authorities.

9.5 The **OWNERS** shall as may from time to time necessary sign, execute and deliver all applications, papers, documents and declarations to enable the **DEVELOPER** to apply for and obtain electricity, sewerage, water connections and other essential and public liberty service in or upon the whole or part or portions of the said premises and/or the said building.

9.6 The **OWNERS** shall grant to the **DEVELOPER** Registered General power of attorney as may be required for the purpose of obtaining sanction plan and all necessary permission and sanction from different authorities in connection with the construction of the

building and also for pursuing and following up the matter with the Kolkata Municipal corporation and other appropriate Government authorities and also for selling, transferring and conveying the **DEVELOPER'S** allocation and for executing Deed of conveyance and handing over Physical as well as legal and identical possession of the **DEVELOPER'S** allocation to the intending Purchaser/ Purchasers as also authorizing the **DEVELOPER** and/or its nominee to apply for and to have necessary mutation in the record of the Kolkata Municipal Corporation and other appropriate Authorities in respect **DEVELOPER'S** Allocation.

- 9.7 The OWNERS are executing Registered Power of Attorney ~~for the project~~ upto the period of completion of the project in writing in article II clause (2.2) in favour of the **DEVELOPER/PROMOTER** including power of preparing and executing and signing and also presenting for registration of Deed of Conveyance for **DEVELOPER'S** allocation and further immediately after completion of the proposed construction works the power of Attorney executed in favour of the **DEVELOPER / PROMOTER** shall automatically cease to exist.

- 9.8 In case of death of any parties, the names of the legal heirs are to be treated as **OWNER** in respect of the **OWNERS** and in case of **DEVELOPER** the successor-in-office will be treated as **DEVELOPER** and the said **OWNER** will execute a fresh identical Power of Attorney in favor of the **DEVELOPER** without delay. However such delay will not affect the progress or allied work for construction, sale and/or registration of the **DEVELOPER'S** allocation. The "Development agreement" will remain in force in case of death of any parties and bound to both the parties legal heirs with the same term and condition as per this agreement
- 9.9 In consideration of the said premises and in consideration of the **DEVELOPER's** undertaking for the development in respect of the said premises and also in consideration of the several units forming part of the **OWNERS'** allocation in the building to be constructed in terms of these presents and also in consideration of payments as stipulated in Clauses (11.1) under Article – XI hereunder and in consideration of allotting and handover **OWNERS'** allocation by the **DEVELOPER** in complete in all respect and in habitable condition the **OWNERS** herein shall complete the Sale in respect of the undivided proportionate share in the said land in favour of the

DEVELOPER and/or its transferees and/or nominees of the several /units/flats/ /saleable spaces forming part of the **DEVELOPER'S** allocation attributable to and/or in relation of such units/flats/saleable space/forming part of the **DEVELOPER'S** allocation and registering appropriate Deed/Deeds of Transfer containing the usual covenants for title by executing the same as Confirming Party, provided however that the consideration money as may be receivable on account of the said sale of undivided proportionate share or interest in the said land attributable and/or relation to the several units/flats/ saleable space forming part of the **DEVELOPER'S** allocation shall exclusively belong to the **DEVELOPER** for being adjusted towards development costs and/or construction costs of the **OWNERS'** Allocation. The profit which will be made out of such Sale to the **DEVELOPER'S** allocation shall be Income assessable in the hands of the **DEVELOPER** for all Tax purposes including Income Tax, Wealth Tax etc for that the **OWNERS** will not be liable in any manner.

- 9.10 The **OWNERS** herein doth hereby expressly allow, grant and authorize and shall also always allow grant and authorize the **DEVELOPER** herein exclusive and unfettered right power and

authority to sell, convey and/or transfer by lease or dispose of the flat or flats of the said building as also right to use the common area and facilities appurtenant thereto forming the **DEVELOPER'S** allocation defined hereinabove to enter into agreement or agreements for sale thereof with intending purchaser or purchasers as the nominee or nominees of the **DEVELOPER** herein at such prices and on such terms and conditions as the said **DEVELOPER** may deem fit and proper to accept earnest money and subsequently to sell, transfer, convey, assign and assure or lease out or dispose of the said **DEVELOPER'S** Allocation or any part or portion thereof by executing the Registered Documents, on failure of the **OWNERS** herein to execute and register one or more conveyance or conveyances in favour of the intending purchaser or purchasers by virtue of and under authority of the Registered Development Power of Attorney executed by the **OWNERS** herein in favour of the **DEVELOPER** herein or its nominated person or persons to and for such consideration as may be fixed or decided by the **DEVELOPER** at its sole and exclusive discretion without any interference, intervention and objection of the **OWNERS**.

- 9.11 In case any outgoings or encumbrances be found on the said premises before execution of this agreement then the **OWNERS** shall be liable to pay and discharge the aforesaid encumbrances or outgoings at their own costs and expenses and on their failure to do so the **DEVELOPER** shall cause the same to be removed, paid and discharged at the cost and expenses of the **OWNERS** being deductible from the amount to be paid or from the area to be offered to the **OWNERS** as **OWNERS'** allocation in terms of these presents but after execution of this agreement the **DEVELOPER** shall be responsible for the same.
- 9.12 In case the **DEVELOPER** is unable to fulfil its obligation within the time mentioned in clause (4.6) under Article-IV above due to the force majeure hereinafter contained then in such event the time for performance of its obligations shall be extended accordingly.
- 9.13 In case the **OWNERS** commits any default or breach in fulfillment of their obligations contained herein then and in such event the **DEVELOPER** shall be entitled to specific performance of contract or default complained of and for damages therefore.
- 9.15 The **DEVELOPER** may carry out any construction, extension work in the said premises till completion of the building or buildings

without affecting the **OWNERS' Allocation** and the **OWNERS** will co-operate with the **DEVELOPER** in all respect regarding such construction or extension work, as the case may be.

9.16 It is further agreed by and between the parties hereto that the **OWNERS** will hand over their own electric meter to the **DEVELOPER** for construction work and the **OWNERS** shall not give electric connection or permission for new connection to any other without the consent of the **DEVELOPER**. It is further agreed that the **DEVELOPER** can take new electric connection, telephone connection and/or gas connection in their own name and the **OWNERS** shall not raise any objection whatsoever.

9.17 All the concerned original documents such as Legal Papers and Documents including but not restricted to Title Deeds of the property, Probate of any Will relating thereto, Mutation Certificate, Property Tax receipt of the said premises as available shall be handed over by the **OWNERS** to the **DEVELOPER** along with the execution of this agreement and retain the same by the **DEVELOPER** till the completion of the construction morefully described in the schedule – "F" hereunder.

- 9.18 The OWNERS hereby give their absolute consent if the DEVELOPER amalgamate the entire premises and/or with any other premises for Development of such building without affecting the OWNERS allocation of the said premises area and ratio.

ARTICLE – X: CONSTRUCTION

- 10.1 The construction of the said Building shall be as per the Kolkata Municipal Corporation Act and/or rules regulations and bye-laws framed thereunder and further in accordance with the sanctioned plan.
- 10.2 The **DEVELOPER** shall keep the **OWNERS** absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to the construction of the said building and/or the said development work being in deviation from the sanctioned plan and/or violation of the rules, regulations and bye-laws under the Kolkata Municipal Corporation Act as also due to loss of lives and properties and penalty imposed thereof.
- 10.3 The **DEVELOPER** herein shall be entitled to employ such masons, mistries, engineers, contractors, managers, supervisors and other person/persons for carrying out the said development work and/or

construction of the building as the **DEVELOPER** shall think proper in this respect. The **DEVELOPER** herein shall solely be responsible for appointing the masons, mistries, engineers, contractors, managers, supervisors, chowkidars and durwans and others who may be engaged by the **DEVELOPER** for the development work and/or construction of the buildings and in this respect, the **OWNERS** shall not in any manner be responsible in this regard, the **DEVELOPER** shall keep the **OWNERS** indemnified against any claim or demand.

ARTICLE – XI: CONSIDERATION

- 11.1 In consideration of the said premises aforesaid and in consideration of the **OWNERS** appointing the **DEVELOPER** as the Builder and further allowing the **DEVELOPER** to commercially exploit the said premises and to develop the same and also to construct the said building and also in consideration of the allotment of the **DEVELOPER's** allocation to the **DEVELOPER** with all rights to transfer in the manner as herein agreed, the **DEVELOPER** hereby agrees at its own costs and expenses to carry out the said development work including the construction of the **OWNERS'** allocation complete in all respect in terms of these presents to be

held, owned and possessed by the **OWNERS** herein as absolute **OWNERS** thereof in this respect the **OWNERS** herein shall not in any manner be liable or responsible to pay the cost of construction or other cost charges and expenses whatsoever save and except as stated herein.

11.2 In consideration of the premises and in consideration of the **DEVELOPER** as stated above, the **DEVELOPER** at its own costs undertakes to develop the said premises and/or construct the said building and further making available the **OWNERS'** allocation to the **OWNERS** in the manner as herein agreed, the **DEVELOPER** herein shall be entitled as absolute **OWNERS** in respect of the **DEVELOPER'S** allocation together with undivided proportionate share or interest in the land and in the common parts comprised in the said premises.

11.3 In consideration of the **DEVELOPER** bearing the costs, charges and expenses for development of the said premises and/or construction of the Building as aforesaid including the construction of **OWNERS'** Allocation, the **DEVELOPER** and/or any of its transferees shall not be liable to pay any amount towards price and/or value thereof to the **OWNERS** for such transfers and/or

consideration on account or undivided proportionate share in the land comprised in the said premises attributable to and/or in relation to such flat/unit of the **DEVELOPER's** allocation. The **DEVELOPER** will take all the scraps and materials of the said existing building which will be demolished by him.

ARTICLE – XII: RATES TAXES AND MAINTENANCE:

(Applicable for all flat OWNERS only after getting possession in their respective flat/unit and which will be decided by the Flat/unit OWNERS among themselves)

ARTICLE – XIII: HOLDING ORGANISATION:

13.1 All the OWNERS and the other flats OWNER of the said newly constructed premises shall form an association which they think fit and proper and the **DEVELOPER** will extend all sorts of co-operation to the flat OWNERS.

ARTICLE – XIV: COMMON RESTRICTION:

14.1 (Applicable for all flat OWNERS only after getting possession in their respective flat/unitas per rules framed by the Flat/unit OWNERS association)

ARTICLE –XV: MISCELLANEOUS:

- 15.1 The **OWNERS** and the **DEVELOPER** have entered into this Agreement in joint venture basis between themselves.
- 15.2 That nothing in these presents shall be construed as a demise or assignment or conveyance in law by the **OWNERS** of the said premises or any part thereof to the **DEVELOPER**, or as creating any right title or interest in respect thereof in favour of the **DEVELOPER**, save the right to undertake construction as per this Agreement, save and except the powers granted to the **DEVELOPER** by the **OWNERS** in terms of clause 9.6 hereof.
- 15.3 The **OWNERS** herein in consideration of the stipulations contained above doth hereby expressly allow, grant and authorize and shall also always until such time as the **DEVELOPER** may inform allow, grant and authorize the **DEVELOPER** exclusive and unfettered right, power and authority to advertise for sale in the news papers for selling the flats, car parking space, share in the lands and right to use the common areas and facilities forming the **DEVELOPER'S** allocation and to enter into agreement with the intending purchasers as nominees of **DEVELOPER** for sale of the same at such price and on such terms and conditions as the **DEVELOPER** may think best

and proper and will accept earnest money and subsequently sell, transfer, convey, lease out or dispose of the said **DEVELOPER'S** allocation or any part or portion thereof by executing and registering one or more deed of conveyance of the said area in favour of the said intending purchasers by virtue and under authority of the said Power of Attorney for Development executed by the **OWNERS** in favour of the **DEVELOPER** at its sole and absolute discretion at and for such consideration as may be exclusively fixed and determined by the **DEVELOPER** to be received by and paid to it in such manner as may be decided and deemed proper by the **DEVELOPER** without any interference, intervention and objection from the **OWNERS**.

15.4 That the terms, conditions, stipulations and covenants hereof may be varied altered and/or varied according to convenience of the project intended herein with mutual consent and agreement (whether registered or not) between the parties hereto.

15.5 Any notice required to be given by any of the parties to the other without prejudice to any other mode of service available shall be deemed to have been given and served if sent by hand or by registered post with acknowledgement due at the last known addresses of both the parties.

- 15.6 Each of the covenants herein contained shall be deemed to be considered for the other.
- 15.7 This agreement is binding upon all the legal heirs and successors of both the parties.
- 15.8 It is expressly agreed by the OWNERS that subject to the terms of this agreement and if the OWNERS stick to cancel the agreement, then the OWNERS shall have to pay the entire expenses with 24% interest per annum incurred by the Developers which shall be ascertained by the Developer that time and such compensation shall be made clear at once at the time of cancellation of the agreement, otherwise the agreement shall be valid at all time.

ARTICLE XVI: DOCUMENTATION

- 16.1 All Agreements, contracts, deeds, documents for the Sale and disposal of the **DEVELOPER'S** allocation by the **DEVELOPER** shall be identical containing the same terms and conditions as may be

mutually approved by the parties and the same may be drafted and registered by the DEVELOPER'S Advocate.

ARTICLE - XVII: DEFAULT

- 17.1 That if the **DEVELOPER** fails to handover the **OWNERS'** allocation after completion of the new building within the stipulated time of 24 months from the date of "Foundation Work" then the developer shall be liable to pay Rs.25,000/- per month to the Co-Owners in aggregate till handing over such possession of the **OWNERS'** allocation, subject, however, to the impediments on the **DEVELOPER** such as natural calamities, litigation with third parties concerning development of the said premises, any order of injunction and/or restraint from any competent court of law regarding such development, etc.
- 17.2 In the event of rescission of this contract caused by the **OWNERS** due to fault on the part of the **OWNERS**, the **OWNERS** shall refund to the **DEVELOPER** herein all the amounts with 24% interest per annum towards all costs, rent, charges and expenses paid and incurred by the **DEVELOPER** herein as certified by the architect including the entire sum paid to the **OWNERS** and it is explicitly agreed that till the amount incurred by the **DEVELOPER** for the

development of the said premises the **DEVELOPER** shall have lien over the said premises and the premises shall remain charged for such unpaid dues till the same are realized by the **DEVELOPER** herein;

This Deed shall not be treated as Partnership Deed between Landowner and Developer and also no ownership is transferred to the developer with respect of the Schedule property.

SCHEDULE - A

ALL THAT of the premises partly Three storied brick built very old building together an covered area measuring about on the Ground floor 875 Sq.ft., on the First floor 950 Sqft and Second Floor 250 Sq.ft partly tenanted messuage tenement dwelling house land hereditament together with the piece or parcel of revenue free land thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of total Land measuring about 01 (One) Cottahs 15 (Fifteen) Chataks 13 (Thirteen) Sft more or less (i.e. 1408 sq.ft.) Partly tenanted building situate and lying at and being premises No, 531, Rabindra Sarani, P.S Shyampukur, P.O. Baghbazar, Kolkata – 700003 within the limits of the Kolkata Municipal Corporation, Ward No. 08, Free from all encumbrances, charges, liens, attachments, lispensens whatsoever is butted and bounded as follows:-

development of the said premises the **DEVELOPER** shall have lien over the said premises and the premises shall remain charged for such unpaid dues till the same are realized by the **DEVELOPER** herein;

SCHEDULE - A

ALL THAT of the premises partly Three storied brick built very old building together an covered area measuring about on the Ground floor 875 Sq.ft., on the First floor 950 Sqft and Second Floor 250 Sq.ft partly tenanted messuage tenement dwelling house land hereditament together with the piece or parcel of revenue free land thereunto belonging whereon or on part whereof the same is erected and built containing by estimation an area of total Land measuring about 01 (One) Cottahs 15 (Fifteen) Chataks 13 (Thirteen) Sft more or less (i.e. 1408 sq.ft.) Partly tenanted building situate and lying at and being premises No, 531, Rabindra Sarani, P.S Shyampukur, P.O. Baghbazar, Kolkata – 700003 within the limits of the Kolkata Municipal Corporation, Ward No. 08, Free from all encumbrances, charges, liens, attachments, lispensens whatsoever is butted and bounded as follows:-

87

more than 50 year old

- ON THE NORTH** : Partly by 533/A Rabindra sarani and 43&44,
Kashi Mitra Ghat Street
- ON THE SOUTH** : Partly by 529, Rabindra Sarani and 41/B Kash
Mitra Ghat Street
- ON THE EAST** : By Rabindra Sarani
- ON THE WEST** : 42, Kasha Mitra Ghat Street

SCHEDULE – "B"

OWNERS' ALLOCATION: It is agreed between the DEVELOPER and all the OWNERS that the OWNERS allocation will be the entire First Floor and entire Fourth floor of G+4 construction of the aforesaid building along with undivided proportionate share of land and also all common parts and portion as mentioned in the schedule "B" hereunder. However the allotment of Flats shall be decided by the OWNERS herein amongst themselves.

In addition the DEVELOPER will pay Rs SIX Lakhs in aggregate to the OWNERS at the time of giving physical possession to the OWNERS.

An Alternative rented accommodation or rent Rs.20,000/- per month shall be provide as per schedule –F written hereunder.

SPECIFICATIONS

1. **Structure:** Earthquake resistant R.C.C. Frame Construction on R.C.C. Foundation with R.C.C. column, beams and slabs and designs in accordance with the relevant I.S. Codes.
2. **Outer Walls:** All outer walls shall be 200 mm / 250mm (8" / 10") thick in cement and sand mortar.(Brand ACC / Lafarge /Ambuja/ Ultratech or equivalent).
3. **Internal Walls:** All internal walls shall be of 5" thick in cement and same mortar except where necessary 3" wall may be constructed. Inside wall finish with smooth plaster of paris.
4. **Plaster:** All walls and ceilings will be plastered internally and externally with cement and sand mortar.
5. **Colouring:** The external face of walls of the new building shall be painted with approved cement paints (Weather Coat ASIAN Paint, Berger, Nerolac)
6. **Service Area:** All staircases, lobbies shall be furnished with marble of such quality as to be decided by the DEVELOPER. The pump room flooring shall be finished in I.P.S. flooring.

7. **Flooring:** Master Bed room: Vitrified tiles, Living/dining: Vitrified tiles, Kitchen: Ceramic tiles/Marble, Bathroom; Anti skid Ceramic tiles.
8. **Joinery:** All doors and windows in the Common Service areas shall have the frames made of good quality timber as to be specified by the DEVELOPER and shall be made as per the Architect's drawings and specifications.
9. **Electrical:** Cancelled copper wiring with fire resistant cables / (FINOLEX / HAVELS or equivalent make) for better safety. All common service areas shall be provided with suitable light & fan points, switches from ANCOR, HAVELS, KOLORS or equivalent make.
10. **Sanitary and Plumbing:** All plumbing pipe lines and sanitary plumbing pipe lines including the rain water pipes would be of ISI marked and each pipes of pipe and fittings shall be tested at the site prior to installation.
11. **Lobbies & Common Areas:** All lobbies combined of Marble & Granite and common areas visible from common areas outside shall be finished with the approval of the Architect.

12. **Water Supply:** There shall be adequate water supply from Kolkata Municipal Corporation connection along with water tanks and water pump with accessories for lifting the water.
13. **Kitchen:** Will be provided with High gloss granite slab 3 feet high Designer tiles above the slab with plug points for chimney & exhaust fan.
14. **Bathrooms:** Water proof PVC door. Floor with Anti skid ceramic tiles and 6 feet high tiles in the wall. The bathroom will have Western prying or one Indian Prying as decided by the Developer Brand: Hind wire / Johnson / Parry wire. Water proofing treatment in all toilets. Provision of exhaust fan. Provision of Geyser points in the bathroom. CP fittings with ESCO or equivalent standard.
15. **Windows:** Will be made of above aluminum channel with COLOURED glass.
16. **Sewerage:** The Sewerage network shall be connected with Kolkata Municipal Corporation system.
17. **Doors:** All the Doors will be flat (water resistant flash door of ISI mark) Main door fitted with Godrej lock / mortis lock with twister.

18. **Lift:** One four passenger lift by reputed brand with standard interior designed as per Developer's discretion.

For any extra internal work extra charges shall have to be paid in advance.

SCHEDULE – "C"

DEVELOPER'S ALLOCATION: shall mean and include of the entire residual area of the total constructed area of the building leaving the **OWNERS' Allocation** as described above on clause 1.16 as per KMC approval and together with undivided proportionate and impartible share or interest in the said land as also in the common parts and portions attributable to be included in the aforesaid **DEVELOPER's** Allocation, of which the **DEVELOPER** shall become the sole and absolute owner.'

SCHEDULE – "D"

COMMON PARTS shall mean and include the entrances, corridors, lobbies, roof, landings, stairs cases, Lift and lift machine room, roof, underground

reservoir, overhead tank, passages, ways, electric meter board including other common areas, etc and other facilities and amenities.

SCHEDULE - "E"

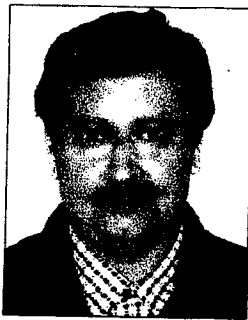
(Details of the Original Deeds to be handed over to the developer till the completion of construction)

SCHEDULE - "F"

Payment to be made by the DEVELOPER to the OWNERS:

On the date of vacating the entire building The **DEVELOPER** shall provide a monthly rental of Rs.20,000/- in total and in aggregate from the date of vacating the premises till complete of the construction and handing over their respective possession as mentioned in Article – 8.9. In addition the **DEVELOPER** will pay Rs SIX Lakhs in aggregate to the **OWNERS** at the the time of giving physical possession to the **OWNERS**.

SPECIMEN FORM FOR TEN FINGERPRINTS



<i>Raj Rajwanshi</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Bandana Huvajje</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Sandip Kumar Huvajje</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Sandip Kumar Huvajje</i>	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

IN WITNESS WHEREOF we have hereunto set and subscribed our respective hands and signatures on this the day of, 2020.

SIGNED AND DELIVERED AT KOLKATA in

presence of The Following **WITNESSES:**

1. Saikat Sadhukhan
S/o Narugopal Sadhukhan
2 Behari Chakraborty Street
Kolkata - 700006

Bandana Mukherjee

Sun Dip Kumar Mukherjee
Chaitali Mukherjee

[OWNERS]

2. Prasenjit Ghosh
2 of BK & Doy Mohd.
Kolkata

Raj Roy Chowdhury

**[RAJA ROY CHOWDHURY]
DEVELOPER**

Drafted & Prepared by me:-

Suparna Saha

SUPARNA SAHA

Advocate

City Civil Court at Calcutta

Regdno. WB/221/2001

Major Information of the Deed

Deed No :	I-1902-04317/2020	Date of Registration	19/11/2020
Query No / Year	1902-2001411283/2020	Office where deed is registered	
Query Date	03/11/2020 1:25:03 PM	1902-2001411283/2020	
Applicant Name, Address & Other Details	C Chatterjee City Civil Court Calcutta,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836118227, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction Agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 6,00,000/-]	
Set Forth value		Market Value	
		Rs. 2,04,10,469/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs 40,021/- (Article:48(g))		Rs. 6,021/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

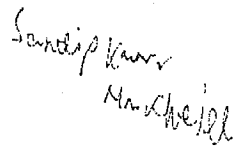
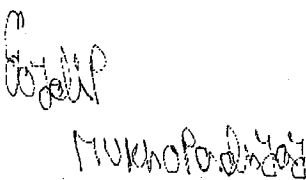
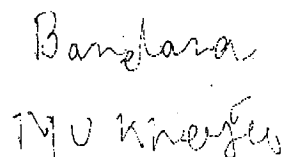
District: Kolkata, P.S:- Shyampukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rabindra Sarani, Road /one : (Sovabazar Street Crossing -- Rest Porsion On Road) , , Premises No: 531, , Ward No: 008 Pin Code : 700003

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
11	(RS :-)		Bastu		1 Katha 15 Chatak 13 Sq Ft		1,93,60,000/-	Property is on Road
Grand Total :					3.2267Dec	0 /-	193,60,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2075 Sq Ft.	0/-	10,50,469/-	Structure Type: Structure
Gr. Floor, Area of floor : 875 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 950 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 250 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2075 sq ft	0/-	10,50,469 /-	

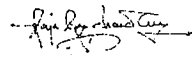
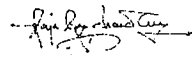
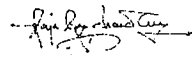
I and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Shri Sandip Kumar Mukherjee Son of Late Sudhanshu Mukherjee Executed by: Self, Date of Execution: 19/11/2020 , Admitted by: Self, Date of Admission: 19/11/2020 ,Place : Office	Photo  19/11/2020	Finger Print  LTI 19/11/2020	Signature  19/11/2020
531, Rabindra Sarani, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700003 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: ADxxxxxx8J, Aadhaar No: 56xxxxxxx6714, Status :Individual, Executed by: Self, Date of Execution: 19/11/2020 , Admitted by: Self, Date of Admission: 19/11/2020 ,Place : Office				
2	Name Shri Joydip Mukhopadhyay Son of Late Sudhangshu Mukhopadhyay Executed by: Self, Date of Execution: 19/11/2020 , Admitted by: Self, Date of Admission: 19/11/2020 ,Place : Office	Photo  19/11/2020	Finger Print  LTI 19/11/2020	Signature  19/11/2020
531, Rabindra Sarani, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700003 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AJxxxxxx1Q, Aadhaar No: 24xxxxxxx2390, Status :Individual, Executed by: Self, Date of Execution: 19/11/2020 , Admitted by: Self, Date of Admission: 19/11/2020 ,Place : Office				
3	Name Smt Bandana Mukherjee Wife of Late Arunangshu Kumar Mukherjee Executed by: Self, Date of Execution: 19/11/2020 , Admitted by: Self, Date of Admission: 19/11/2020 ,Place : Office	Photo  19/11/2020	Finger Print  LTI 19/11/2020	Signature  19/11/2020
531, Rabindra Sarani, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: BFxxxxxx0A, Aadhaar No: 93xxxxxxx9167, Status :Individual, Executed by: Self, Date of Execution: 19/11/2020 , Admitted by: Self, Date of Admission: 19/11/2020 ,Place : Office				

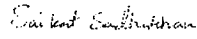
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	KALPANA HEADHIGHS 2, Ananda Chatterjee Lane, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700003 , PAN No.:: AAxxxxxx2J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature															
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Shri Raja Roychoudhury (Presentant) Son of Late Anil Roychowdhury Date of Execution - 19/11/2020, , Admitted by: Self, Date of Admission: 19/11/2020, Place of Admission of Execution: Office</td><td></td><td></td><td></td></tr><tr><td>Nov 19 2020 12:28PM</td><td>LTI 19/11/2020</td><td>19/11/2020</td><td></td></tr></table>	Name	Photo	Finger Print	Signature	Shri Raja Roychoudhury (Presentant) Son of Late Anil Roychowdhury Date of Execution - 19/11/2020, , Admitted by: Self, Date of Admission: 19/11/2020, Place of Admission of Execution: Office				Nov 19 2020 12:28PM	LTI 19/11/2020	19/11/2020				
Name	Photo	Finger Print	Signature													
Shri Raja Roychoudhury (Presentant) Son of Late Anil Roychowdhury Date of Execution - 19/11/2020, , Admitted by: Self, Date of Admission: 19/11/2020, Place of Admission of Execution: Office																
Nov 19 2020 12:28PM	LTI 19/11/2020	19/11/2020														
2, Ananda Chatterjee Lane, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700003, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADxxxxxx2Q, Aadhaar No: 46xxxxxxxx2268 Status : Representative, Representative of : KALPANA HEADHIGHS (as Partners)																

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Saikat Sadhukhan Son of Narugopal Sadhukhan 2, Behari Chakraborty Street, P.O:- BEADON STREET, P.S:- Jorabagan, District:-Kolkata, West Bengal, India, PIN 700006			
19/11/2020	19/11/2020	19/11/2020	
Identifier Of Shri Sandip Kumar Mukherjee, Shri Joydip Mukhopadhyay, Smt Bandana Mukherjee, Shri Raja Roychoudhury			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Sandip Kumar Mukherjee	KALPANA HEADHIGHS-1.07556 Dec
2	Shri Joydip Mukhopadhyay	KALPANA HEADHIGHS-1.07556 Dec
3	Smt Bandana Mukherjee	KALPANA HEADHIGHS-1.07556 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri Sandip Kumar Mukherjee	KALPANA HEADHIGHS-691.66666700 Sq Ft
2	Shri Joydip Mukhopadhyay	KALPANA HEADHIGHS-691.66666700 Sq Ft
3	Smt Bandana Mukherjee	KALPANA HEADHIGHS-691.66666700 Sq Ft

On 19-11-2020

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

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

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

Presented for registration at 12:09 hrs on 19-11-2020, at the Office of the A.R.A. - II KOLKATA by Shri Raja Roychoudhury .

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 2,04,10,469/-

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

Execution is admitted on 19/11/2020 by 1. Shri Sandip Kumar Mukherjee, Son of Late Sudhanshu Mukherjee, 531, Rabindra Sarani, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession Service, 2. Shri Joydip Mukhopadhyay, Son of Late Sudhangshu Mukhopadhyay, 531, Rabindra Sarani, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession Service, 3. Smt Bandana Mukherjee, Wife of Late Arunangshu Kumar Mukherjee, 531, Rabindra Sarani, P.O: Shyambazar, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700003, by caste Hindu, by Profession House wife

Indetified by Mr Saikat Sadhukhan, , , Son of Narugopal Sadhukhan, 2, Behari Chakraborty Street, P.O: BEADON STREET, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Others

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

Execution is admitted on 19-11-2020 by Shri Raja Roychoudhury, Partners, KALPANA HEADHIGHS (Partnership Firm), 2, Ananda Chatterjee Lane, P.O:- Shyambazar, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700003

Indetified by Mr Saikat Sadhukhan, , , Son of Narugopal Sadhukhan, 2, Behari Chakraborty Street, P.O: BEADON STREET, Thana: Jorabagan, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 6,021/- (B = Rs 6,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 6,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/11/2020 11:24AM with Govt. Ref. No: 192020210129434301 on 05-11-2020, Amount Rs: 6,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AUEFQQ0 on 05-11-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 101530, Amount: Rs.5,000/-, Date of Purchase: 18/11/2020, Vendor name: S CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/11/2020 11:24AM with Govt. Ref. No: 192020210129434301 on 05-11-2020, Amount Rs: 35,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AUEFQQ0 on 05-11-2020, Head of Account 0030-02-103-003-02

Md Shadman

Md Shadman

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

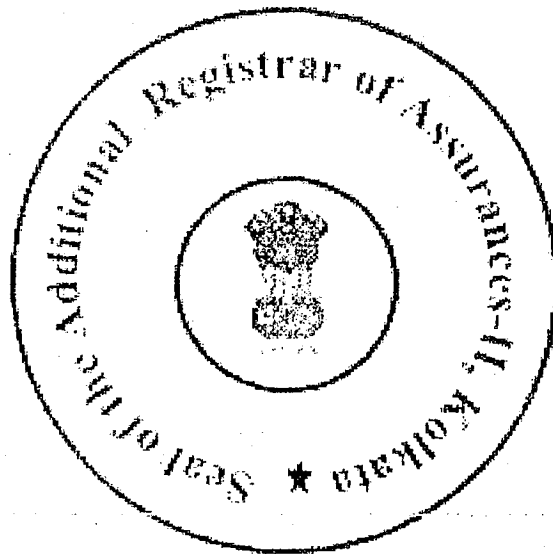
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2020, Page from 191820 to 191894

being No 190204317 for the year 2020.



Digitally signed by ABHIJIT BASU
Date: 2020.12.24 13:20:34 +05:30
Reason: Digital Signing of Deed.

(Abhijit Basu) 2020/12/24 01:20:34 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)
