

2725/19

2-137/2020



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

Z 758929

It is hereby declared that the documents in relation to the above mentioned property are attached with this document and are the part of this document.

Attn: Mr. Sub-Registrar  
Alipada, South 24 Parganas

10 DEC 2019 10 JAN 2020

DEVELOPMENT AGREEMENT

1. Date : 12/12/2019
2. Place : Kolkata
3. Parties :
  - 3.1 Smt. Nibha Sett (PAN- AKEPS8757Q) and Aadhaar No. 6598 4765 5656, wife of Late Bhabananda Sett and daughter of Late Dasurathi Pal, by faith - Hindu , by occupation - Housewife, residing at Premises No. 3A, Dwarka Ganguly Street, Police Station- Kalighat, Post Office- Kalighat, Kolkata- 700 026.
  - 3.2 Smt. Baishakhi Halder (PAN- ACJPH7396D) and Aadhaar No. 7450 1294 8679, daughter of Late Bhabananda Sett and wife of Sri Ranjan Halder, by faith - Hindu , by occupation - Service, residing at Premises No. 86A, Kalipada Mukherjee Road, Purba Barisha, Police Station- Haridevpur, Post Office- Sakherbazar , Kolkata- 700 008.

11.12.19  
1605000  
185824/19



No. 680 Dt. 08/12/19 2019

Name.....

SUBIR KUMAR DUTTA

Address.....

ADVOCATE  
ALIPORE POLICE COURT  
KOLKATA - 700 027

Vendor.....

L. K. DAS  
Licenced Stamp Vendor  
Alipore Criminal Court



Addl. Dist. Sub-Registrar

Alipore

12 DEC 2019

South 24 Parganas

Kolkata-700 027

Sandeep Roy  
S/o. Lt. Parimal Roy  
Alipore Police Court.  
Kd. 27.

- 3.3 Sri Arabinda Sett (PAN- DBTPS9635E) and Aadhaar No. 2745 6382 9907 son of Late Bhabananda Sett, by faith – Hindu , by occupation – Self employed, residing at Premises No. 3A, Dwarik Ganguly Street, Police Station- Kalighat, Post Office- Kalighat, Kolkata- 700 026.
- 3.4 Smt. Dipti Sett (PAN- DJKPS6470N) and Aadhaar No. 5378 8593 5066 , wife of Late Ranajit Sett, by faith – Hindu, by occupation – Housewife, residing at Premises No. 3A, Dwarik Ganguly Street, Police Station- Kalighat, Post Office- Kalighat, Kolkata- 700 026.
- 3.5 Sri Subhajit Sett (PAN- BZMPS1911A) and Aadhaar No. 5562 2469 4315, son of Late Ranajit Sett, by faith – Hindu , by occupation – service, residing at Premises No. 3A, Dwarik Ganguly Street, Police Station- Kalighat, Post Office- Kalighat, Kolkata- 700 026, represented by his **Constituted Attorney** Smt. Sarmistha Sarkar nee Sett wife of Sri Subhajit Sett, (PAN- BODPS8991E), Aadhaar No. 682030281830 , by faith- Hindu, by occupation – Service, residing at “Chandra Villa Apartment” of Premises No. 14K, Mahendra Roy Lane, Post Office and Police Station- Topsia, Kolkata- 700 046, Vide Registered Power of Attorney dated 17.10.2019, registered before the Additional District Sub-Registrar at Alipore and recorded in Book No. IV, Being No. 538 for the year 2019
- 3.6 Smt. Dipanwita Sett (PAN- DLQPS4304K) and Aadhaar No. 2474 9052 4856, wife of Sri Sayan De and daughter of Late Ranajit Sett, by faith – Hindu , by occupation – Service, residing at Premises No. 3A, Dwarik Ganguly Street, Police Station- Kalighat, Post Office- Kalighat, Kolkata- 700 026.
- ( Owners, includes successors -in-interest and assigns, legal heirs ) FIRST PARTY
- A N D
- 3.7 KOLKATA NIWAS , ( PAN – AAVFK2924Q ) , a Partnership Firm having its registered office at Premises No. 45F/IC, Manick Bandopadhyay Sarani , Police Station – Regent Park , Kolkata – 700 040 represented by its **Partners** namely (1)

SMT. PIYA ROY wife of Sri Indrajit Roy, ( PAN AGKPR8446F ) , ADDHAR No. 784715986843 , by faith – Hindu, by occupation – Business, at present residing at Flat No. A - 3/4, Premises No. 24, Mandiville Gardens , Police Station - Gariahat , Kolkata – 700 019 and (2) SRI TAPASH KUMAR MUKHERJEE son of Sri Bhabani Sankar Mukherjee, (PAN AEPPM7374C) and (AADHAAR No. 526040146172 ) , by faith- Hindu, by occupation- Business, residing at Premises No. 629/1, Jogendra Garden, Flat No. 3A, Police Station- Kasba, Post office - Haltu, Kolkata- 700107 .

( DEVELOPER include successors –in-interest) of the SECOND PARTY.

Owners and Developer, Collectively Parties .

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS :-

4. **Subject Matter of Agreement :**

4.1 **Development** : Understanding between the Owners on the one hand and the Developer on the Other hand with regard to development (in the manner specified in this Agreement being land measuring approximately **1 Cottah 6 Chittacks and 13 Sq. ft.** being Municipal Premises No. 3B, Dwari Ganguly Street, Police Station – Kalighat, Kolkata – 700 026 along with the common right over the adjoining Common passage on the Western side of the said Premises, within Ward No. 083, of The Kolkata Municipal Corporation, Sub Registry office at Alipore, District 24 Parganas South, morefully described in the First Schedule below (**SAID PREMISES** ), by construction of a ready to use new residential building on the said Premises (**New building**) .

4.2 **Allocation and Demarcation of Respective Entitlements** : Allocation and demarcation of the respective entitlements of the Owners and the Developer in the new building to be constructed on the said Premises.



5. **Background, Representations and Warranties :**

5.1 **Owners' Representations on Title :** The Owners have represented and warranted to the Developer as follows :-

5.1.1 **Ownership of Mother Premises :** By an Indenture dated 17<sup>th</sup> day of May, 1922 , registered before the District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 22, Pages 204 to 209, Being No. 2815 for the year 1922 , The Trustees of the Improvement of Calcutta as the Board / Vendor sold, transferred and conveyed ALL THAT piece and parcel of land measuring 10 Cottahs 1 Chittaks 43 Sq.ft. more or less situate and being Plot No. 125, of the Surplus land in Improvement Scheme No. IVA formed out of Premises Nos. 19/1, 19/2, Russa Road South and 27/1, Iswar Ganguly Lane and old passage being part of Holding Nos. 194 and 193, Division-F, Grand Division-VI, Dihi- Panchannagram, Police Station- Bhowanipore, Sub-Registry Office at Alipore, District 24 Pargana, in favour of one Monmotho Nath Sett, Ganesh Chandra Sett, Kartik Chandra Sett and Dhonobullav Sett, all sons of Late Mahendra Nath Sett, all jointly mentioned therein as Purchasers at or for the consideration mentioned there under.

5.1.2 **Mortgage of Property:** That one of the aforesaid Purchasers namely Monmotho Nath Sett son of Mahendra Nath Sett as Mortgagor for the purpose of enabling him to defray the expenses for building of a house, mortgaged part and portion of the entire property admeasuring 4 Cottahs 9 Chittaks 0 Sq. Ft. comprised in Plot No. 125 of the Calcutta Improvement Trust, Scheme No. VIA, Police Station- Bhowanipore, District 24 Parganas in favour of the Secretary of State for India in Council as Mortgagee, by virtue of a registered Indenture dated 29<sup>th</sup> day of November, 1922, registered before the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 68, Pages 225 to 229, Being No. 4875, for the year 1922.

**5.1.3 Release of Mortgage:** While seized and possessed of the said Mortgagor, Monmotho Nath Sett son of Mahendra Nath Sett, repaid off all money dues with interest owing on security of the Principal Indenture to the full satisfaction of the Secretary of State for India in council and accordingly at the request of the Mortgagor, the Mortgagee, executed one reconveyance of the Mortgaged Premises in favour of the Mortgagee vide Indenture dated 23<sup>rd</sup> day of May, 1927 registered before the Sadar Sub-Registrar at Alipore, District 24 Parganas and recorded in Book No. I, Volume No. 54, pages 137 to 139, Being No. 2626, for the year 1927, whereby and whereunder the said Mortgagee reconveyed granted and assigned unto the Mortgagor all that portion of Plot No. 125 of the Calcutta Improvement Trust, Scheme No. IVA at Kalighat, containing an area of 4 Cottahs 9 Chittaks 0 Sq. Ft. more or less Thana – Bhowanipore, Sub-Registry office at Alipore, District 24 Parganas absolutely and forever.

**5.1.4 Partition of Mother Premises:** The aforesaid Owners namely Monmotho Nath Sett, Ganesh Chandra Sett, Kartik Chandra Sett and Dhonobullav Sett, to avoid any disputes and differences of opinion amongst themselves and their legal heirs, amicably partitioned the said entire property into four lots i.e. Lot-A, Lot-B, Lot-C and Lot-D, by virtue of a Partition Deed dated 13<sup>th</sup> September, 1922, registered before the Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 81, Pages 103 to 108, Being No. 4019, for the Year 1922 whereby and where under the said **Monmotho Nath Sett**, being the Party of the First Part therein was allotted with ALL THAT piece and parcel of land measuring 4 Cottahs 9 Chittaks and 0 Sq. ft. more or less forming **Eastern portion** of Plot No. 125, Scheme No. IVA then within Ward No. 22 of The Calcutta Corporation and demarcated as **Lot-A** and delineated in Border **GREEN** therein with common right over the adjoining common passage demarcated as Lot - E in the said Plan/Map annexed thereto AND the said **Ganesh Chandra Sett**, being the Party of the Second Part therein was allotted with ALL THAT piece and parcel of land measuring 1 Cottahs 13



Chittaks and 9 Sq. ft. more or less forming **South-West portion** of :lot No. 125, Scheme No. IVA then within Ward No. 22 of The Calcutta Corporation and demarcated as **Lot-B** and delineated in Border **YELLOW** therein with common right over the adjoining common passage demarcated as Lot-E in the said Plan/Map annexed thereto and the said **Kartik Chandra Sett** , being the Party of the Third Part therein was allotted with ALL THAT piece and parcel of land measuring 1 Cottahs 5 Chittaks and 40 Sq.ft. more or less forming **Western side Middle portion** of Plot No. 125, Scheme No. IVA then within Ward No. 22 of The Calcutta Corporation and demarcated as **Lot-C** and delineated in Border **BLUE** therein with common right over the adjoining common passage demarcated as Lot - E in the said Plan/Map annexed thereto and the said **Dhonobullav Sett** , being the Party of the Fourth Part therein was allotted with ALL THAT piece and parcel of land measuring 1 Cottahs 5 Chittaks and 40 Sq. ft. more or less forming **North-Western portion** of Lot No. 125, Scheme No. IVA then within Ward No. 22 of The Calcutta Corporation and demarcated as **Lot-D** with common right over the adjoining common passage demarcated as Lot-E in the said Plan/Map annexed thereto and delineated in Border **RED** therein , absolutely and forever.

5.1.5 **Mutation of Name:** While seized and possessed of the said Monmotho Nath Sett duly applied for and mutated his name in the records of the then Calcutta Corporation in respect of divided and demarcated Eastern portion of the mother premises which was then after granting mutation was known and numbered as P-125, Dwarik Ganguly Street, subsequently renumbered as Premises No. 3, Dwarik Ganguly Street , Police station- Bhownaipore, Kolkata- 700 026 and after construction one storied building thereon was enjoying the same free from all encumbrances paying taxes regularly .

5.1.6 **Execution of Will:** The said Monmotho Nath Sett while seized and possessed of prior to his death made and published his last Will and Testament in Bengali dated 17<sup>th</sup> October, 1937 registered before the District

Sub-Registrar at Alipore and recorded in Book No. 3, Volume No. 2, pages 91 to 94, Being No. 27, for the year 1946 whereby and whereunder he settled his aforesaid premises or property amongst his sons whereby he expressed his wish and desire that his wife so long she remains alive will have life interest on the said property but will not be entitled to sell and/or transfer of the said property. After the death of his wife Sarala Bala Dassi, the said property would devolve upon and will belong to and is to be divided between the sons of the Testator i.e. **Lot - A** demarcated by RED border in the **Northern portion** of the said premises would belong to **Fakir Chand Sett** and **Lot-B** demarcated by YELLOW border in the **South-Eastern middle portion** of the said premises would belong to his another son **Amar Chand Sett** and **Lot-C** demarcated in BLUE border in the **Southern Portion** of the said premises would belong to **Sushil Chand Sett**. He also appointed his wife Sarala Bala Dassi as the sole Executrix of the said Will.

5.1.7 **Demise of Sarala Bala Dasi:** The said Sarala Bala Dasi who was a Hindu governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 8<sup>th</sup> January, 1957, without obtaining any Probate of the said Will and in such event the entire estate of Monmotho Nath sett was inherited by his sons and daughters as per Law of Inheritance .

5.1.8 **Deed of Partition:** To put an end to the disputes and differences of opinion if arises in future amongst themselves and their legal heirs the aforesaid sons and daughters of the Late Monmotho Nath Sett executed and registered an Indenture dated 6<sup>th</sup> August, 1958, registered before the Registrar of Assurances at Calcutta and recorded in Book No. 1, Volume No. 92, pages 189 to 201, Being No. 3330, for the year 1958 amongst themselves to accept the factum and validity of the said last Will and testament of Late Monmotho Nath Sett, amicably partitioned the estate of said Late Monmotho Nath Sett, whereby and whereunder the divided **Northern portion** of the said Municipal Premises No. 3, Dwarik Ganguly Street, Police Station- Bhownaipore, Kolkata-



700 026 , having land area of **1 Cottah 8 Chittaks and 10 Sq. ft.** more or less delineated in the Plan annexed thereto and demarcated by **RED** border marked as **Plot- A** was exclusively allotted to the **First Party** said **Fakir Chand Sett**, together with the common right over the adjoining 5 ft. wide common passage on the Western side of the said property absolutely and forever AND the divided **South-Eastern middle portion** of the said Municipal Premises No. 3, Dwarik Ganguly Street, Police Station- Bhownaipore , Kolkata- 700 026 , having land area of **1 Cottah 6 Chittaks and 13 Sq.ft.** more or less delineated in the Plan annexed thereto and demarcated by **YELLOW** border marked as **Plot- B** was exclusively allotted to the **Second Party** said **Amar Chand Sett** , together with the common right over the adjoining 5 ft. wide common passage on the Western side of the said property absolutely and forever AND the divided **Southern portion** of the said Municipal Premises No. 3, Dwarik Ganguly Street, Police Station- Bhownaipore , Kolkata- 700 026 , having land area of **1 Cottah 10 Chittaks and 22 Sq.ft.** more or less delineated in the Plan annexed thereto and demarcated by **BLUE** border marked as **Plot - C** was exclusively allotted to the **Third Party** said **Sushil Chand Sett** , together with the common right over the adjoining 5 ft. wide common passage on the Western side of the said property absolutely and forever AND in the said Deed to married daughters namely Narayani Dasi wife of Late Nirode Chandra Pramanik and Smt. Bibha Bati Dasi wife of Jatindra Nath Kundu, both joined as Party of the Third and Fourth Part in the said Deed to relinquish all their right, title and interest , they have inherited from their deceased father in favour of their three brothers as aforesaid and to give effect to the said Partition of the entire property.

- 5.1.9 **Mutation of Name:** After such amicable Partition the said Fakir Chand Sett duly applied for and mutated his name in the records of the then Calcutta Corporation subsequently Kolkata Municipal Corporation in respect of his allotted portion of the mother premises which was then after granting mutation was known and numbered as Municipal Premises No. 3A, Dwarik Ganguly

Street, Police Station- formerly Bhowanipore then Kalighat, Kolkata- 700 026, and after construction of an additional floor thereon was enjoying the same free from all encumbrances paying taxes regularly.

**5.1.10 Mutation of Name:** After such amicable Partition the said Amar Chand Sett duly applied for and mutated his name in the records of the then Calcutta Corporation subsequently Kolkata Municipal Corporation in respect of his allotted portion of the mother premises which was then after granting mutation was known and numbered as Municipal Premises No. 3B, Dwarik Ganguly Street, Police Station- formerly Bhowanipore then Kalighat, Kolkata- 700 026 and after construction of an additional floor thereon was enjoying the same free from all encumbrances paying taxes regularly .

**5.1.11 Demise of Amar Chand Sett :-** The said Amar Chand Sett being unmarried who was governed by the Dayabhaga or Bengal School of Hindu Law, died intestate on 27/07/1977, leaving behind surviving him his two brothers namely Fakir Chand Sett and Sushil Chand Sett and two married daughters namely Smt. Narayani Pramanik wife of Nirod Chandra Pramanik and Smt. Bibhabati Kundu wife of Jitendra Nath Kundu as his only legal heirs and successors who jointly inherited the said Premises having undivided one-fourth share each of the Said Premises as aforesaid.

**5.1.12 Demise of Bibhabati Kundu:** the said Bibhabati Kundu who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 13/03/1979, leaving behind surviving her only married daughter Smt. Juthika Srimani wife of Haripada Srimani as her only legal heirs, heiress and successors and no other person or persons as her heirs and successors.

**5.1.13 Demise of Fakir Chand Sett :** The said Fakir Chand Sett who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 17/06/1982, leaving behind surviving him his wife Padmabati Sett , two married daughters namely (1) Smt. Chhaya Pal wife of Omkar Pal, (2) Smt. Sandhya Kundu wife of Pranab Kundu and two sons namely (1) Sri



Bhabananda Sett and (2) Sri Ranajit Sett, as his only legal heirs, heiress and successors and no other person or persons as his heirs, heiress and successors.

**5.1.14 Demise of Padmabati Sett :** The said Padmabati Sett wife of Late Fakir Chand Sett, who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 27/03/1989, leaving behind surviving her two married daughters namely (1) Smt. Chhaya Pal wife of Omkar Pal and (2) Smt. Sandhya Kundu wife of Pranab Kundu and two sons namely (1) Sri Bhabananda Sett and (2) Sri Ranajit Sett, as her only legal heirs, heiress and successors and no other person or persons as her heirs, heiress and successors.

**5.1.15 Demise of Bhabananda Sett:** Said Bhabananda Sett son of Late Fakir Chand Sett who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 16/12/1992, leaving behind surviving him his wife Smt. Nibha Sett only daughter Miss. Baishakhi Sett and only son Sri Arabinda Sett as his only legal heirs, heiress and successors and no other person or persons as his heirs, heiress and successors

**5.1.16 Deed of Gift:** That by an Indenture of Gift dated 3<sup>rd</sup> November, 1993, registered in the office of the Additional District Registrar at Alipore, recorded in Book No. I, Volume No. 133, pages 83 to 94, Being No. 4865, for the year 1993, the said Sushil Chand Sett, Smt. Narayani Pramanik, Smt. Juthika Srimani, Smt. Chhaya Pal and Smt. Sandhya Kundu, all jointly as Donors, transferred and conveyed ALL THAT their inherited, Undivided Seven-Eighth Share of the land and building comprised in the aforesaid Second Premises in favour of one Smt. Nibha Sett wife of Late Bhabananda Sett, Kumari Baishakhi Sett and Sri Arabinda Sett both daughter and son of Late Bhabananda Sett and Sri Ranajit Sett son of Fakir Chand Sett all jointly mentioned therein as Donees in equal shares absolutely and forever.

**5.1.17 Demise of Ranajit Sett :** Said Ranajit Sett son of Late Fakir Chand Sett, who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu

Law died intestate on 11/09/2010, leaving behind surviving him her wife Smt. Dipti Sett only daughter Dipanwita Sett and only son Sri Subhajit Sett as his only legal heirs, heiress and successors and no other person or persons as his heirs, heiress and successors .

**5.1.18 Ownership of Second Premises :** In the circumstances referred to above the said Smt. Nibha Sett , Kumari Baishakhi Sett , Sri Arabinda Sett , Smt. Dipti Sett , Dipanwita Sett and Sri Subhajit Sett , became the joint owners of the Second Premises as aforesaid and are at present jointly enjoying the same free from all encumbrances paying taxes regularly .

**5.1.19 Absolute Owners :** In the manner stated above and in the circumstances referred to above the said Owners being the First Party herein , have become the absolute Owners of the said Premises and the right , title and interest of the First Party are free from all encumbrances of any of every nature whatsoever but not limited to any mortgage, liens, charges, revisionary right, testamentary right, covenant for maintenance, right of residence, lispence etc. and have not entered into any agreement creating any right in the said Premises.

**5.2 Background of the Second Party :** The Second Party being a Proprietorship firm is carrying on the business of construction and development of real estate and has infrastructure and expertise in this field.

**5.3 Reliance on Representations :** Relying on the representations of the First Party, the Second Party has offered and agreed to develop and commercially exploit the said premises after amalgamation with its adjoining Premises having the same ownership by constructing a new building thereon (New building) after demolishing the Existing building, in accordance with the building plan/plans to be sanctioned by the Kolkata Municipal Corporation (KMC). Be it noted that the Second Party have had also executed and registered a Development Agreement of even dated with the Owners of the adjoining Premises .



**5.4 Negotiations :** Discussions and negotiations for collaborative development of the Premises have taken place between the parties and the terms and conditions agreed upon are recorded hereunder.

**5.5 Appointment and Commencement :**

**5.5.1. Appointment and Acceptance :** The First Party appoints and the Second Party accepts the appointment as the Developer of the said premises.

**5.5.2. Scope of Works :** The Second Party, at its own costs and expenses, shall :

- (a) **Sanction of Building Plans :** The Second Party as the Agent of the First Party but at its own cost and responsibility shall, at the earliest obtain from the planning authorities, sanction of building plan. In this regard it is clarified that (i) the Second Party shall cause the said Premises to be amalgamated with its adjoining premises and renumber the said two Premises as one Municipal Holding and all costs in this regard shall be borne by the Second Party and all papers and documents shall be signed by the First Party and fullest Co-operation shall be given by the First Party, (ii) Full potential of FAR of the said Premises shall be utilized for construction of the new building, (iii) the Second Party shall be responsible for obtaining all sanctions, permissions, clearances and approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (iv) all costs and fees for sanctions, permissions, clearances and approvals shall be paid by the Second Party.
- (b) **Demolition and Debris :** Demolish the Existing Building and dispose off the debris thereof. The value of the debris shall belong to the Second Party.
- (c) **Construction of the New Building :** After construction of the New Building and after delivering to the First Party vacant possession of the First Party's Allocation (defined below), deal with the Second Party's Allocation (defined below) in any manner the Second Party decides. The Second Party

shall, however, have the right to enter into Agreements for transfer and booking of the Second Party's Allocation (defined below), prior to delivering possession of the First Party's Allocation.

- (d) **Commercial Purpose** ; Deal with the Second Party's Allocation at its free will, for making some commercial gain for which the First party shall have no connection whatsoever in respect of any commercial interest, liability etc.

5.6 **Commencement and Tenure** : This Agreement has come into force as from the date hereof and shall continue till completion of the entirety of the scope of work mentioned in Clause 5.5.2 above, unless terminated earlier.

6. **First Party's Allocation & Consideration** :

6.1 **First Party's Allocation** :

6.1.1 That the First Party shall be entitled to ALL THAT 60 % (Sixty percent) of the total F.A.R. as to be sanctioned by the Kolkata Municipal Corporation in the form of complete habitable Flat in the new proposed multistoried storied building and contained in the premises.

And similar undivided share in the common portions (collectively First Party's Allocation). The First Party's Allocation shall be constructed, finished and delivered to the First Party and/its successor and/or constitute nominees at the cost and expense of the Second Party.

Furthermore if any additional Floor i.e. Fourth Floor is permitted and/or sanctioned by the Kolkata Municipal Corporation authority then in such case the Second Party shall be entitled to such habitable Flat area .

6.2 **Refundable Security Deposit** :- The First Party in addition to such habitable Flat and Car parking spaces shall also be entitled to a refundable Security Deposit of Rs. 6,00,000.00 ( Rupees Six Lacs) only which is to paid by the Second Party to the First party in the manner following :-



At the time of Execution of this Agreement Rs. 1,50,000.00

At the time of handing over physical vacant possession of the existing two buildings by the First Party to the Second Party after obtaining sanction of building Plan

Rs. 4,50,000.00

This Security Deposit shall be kept in the Bank in the form of Fixed Deposit in the name of one or two of the Owners. The aforesaid Security Deposit shall be refunded by the First party to the Second Party on the day of handing over vacant possession of the First party's allocation in the new building by the Second Party .

- 6.3 **Common Portions :** It is clarified that the First Party's Allocation also includes undivided share in the common areas , amenities and facilities made available in the new building which are more fully described in the 3<sup>rd</sup> Schedule below (collectively Common Portions) .
- 6.4 **Legal cost :** The Second Party undertakes to bear all legal cost, expense , stamp duty, Deed registration charges, mutation fees, amalgamation fees and all other statutory authority fees and expenses that is required for proper flow of title and smooth ownership transition with respect to properties under development. The First Party shall not bear any such expenses nor adjust such payments against any owner allocation neither will it be liable to refund the same to the second party.
- 6.5 **Penalty Adjustment :** The 1<sup>st</sup> party shall be entitled to deduct penalty from the refundable security deposit of an amount equal to any monetary loss, financial damages or fiscal compensation that it may be forced to pay from their end due to any illegal act, wilful omission or criminal negligence caused by the second party in relation to the development and reconstruction of the scheduled property.

**7. Second Party's Allocation & Consideration :**

- 7.1 Second Party's Allocation :** The Second Party shall be entitled to the remaining 40 % ( Forty percent ) of the total F.A.R. as to be sanctioned by the Kolkata Municipal Corporation in the form of complete habitable Flats along with covered Garage Space of the new building and undivided share in the common portions (collectively Second Party's Allocation ). The Second Party's Allocation shall be constructed and finished by the Second Party at its own cost and expense , for and on behalf of itself and/or its constituents and/or nominees. The undivided, impartible and singly non transferable share in the Land contained in the Premises shall be conveyed by the First Party to the Second Party and/or its constituents and/or nominees in Second Party's Allocation .

Furthermore if any additional Floor i.e. Fourth Floor is permitted and/or sanctioned by the Kolkata Municipal Corporation authority then in such case the Second Party shall be entitled to such habitable Flat area .

- 7.2 Common Portions :** It is clarified that the Second Party's Allocation also includes undivided share in the common areas, amenities and facilities made available in the new building which are more fully described in the 3<sup>rd</sup> Schedule below (collectively Common Portions) .

**8. Possession , Shifting and Demolition**

- 8.1 Possession :** Simultaneously upon obtaining sanction of building plan, the First Party shall induct the Second Party into possession of the Premises as license of the First Party, for the purpose of implementing this Agreement .

- 8.2 Shifting to Alternative Accommodation :** For the entire duration of time starting from the month in which the First Party deliver khas vacant peaceful possession of the said premises to the Second Party and till the Second Party delivers possession of the First Party's allocation defined



hereunder to the First Party, the Second Party shall provide one three bedroom apartment as alternative accommodation to the First Party, the rent shall be borne by the Second Party and to be paid to the First Party at the rate of Rs 7000/- per month or on actual and the First Party shall not claim any other amount on any account whatsoever save and except transportation charges for shifting as per actual charges incurred for the same which.

However, the First Party shall fully co-operate with the Second Party in finding the alternative accommodation .

- 8.3 Demolition : The Second Party shall be responsible for demolition of the Existing Building within 90 (ninety) days from the date of commencement of demolition.

**9. Power and Authorities :**

- 9.1 General Power of Attorney : The First Party shall grant to the Second Party and/or its nominees a Registered Power of Attorney for the purpose of obtaining sanction of the Plans and all necessary permissions from different authorities in connection with the construction of the New Building as also for booking and sale of the Second Party's Allocation .

- 9.2 Further Acts : Notwithstanding grant of the aforesaid General Power of Attorney, the First Party hereby undertakes that they will execute as and when necessary, all papers, documents, plans etc. for the purpose of development of the premises.

- 9.3 Indemnity by Second Party : The Second Party agrees to indemnify and keep the First Party saved, harmless and indemnified in respect of exercise of all or any of the powers and authorities contained in the said General Power of Attorney.

**10. Sanction and Construction :**

- 10.1 Sanction : The Second Party shall, at its own costs appoint an Architect on behalf of the First Party (Architect) within 30 (Thirty)

days from the date of amalgamation of the said Premises with its adjoining premises, the Second Party, at its own costs and expenses and through the Architect, shall have the Plans prepared and submitted to the KMC for sanction. The Second Party, at its own costs and expenses, shall have the Plans for the New Building sanctioned by the KMC.

- 10.2 Construction of The New Building : The Second Party shall, at its own costs and without creating any financial or other liability on the First Party, construct, erect and complete the New multistoried Building in accordance with the sanctioned plans as per the agreed specifications, mentioned in the 4<sup>th</sup>. Schedule below and as may be recommended by the Architect from time to time. Subject to the aforesaid, the decision of the Architect regarding the quality of materials shall be final and binding on the Parties. It is clarified that the materials used for construction of the New Building will be new and first class and the workmanship will be first class. All costs, charges and expenses, including Architect's Fees shall be discharged and paid by the Second Party and the First Party shall bear no financial responsibility in this context.
- 10.3 Construction Time : The Second Party shall construct, complete and finish the new building within a period of 24 (Twenty Four) months from the date of obtaining sanction of the Plans or from the date of obtaining peaceful vacant possession of the premises whichever is later subject to force majeure as defined in Clause 21.1 below. Time of construction shall be the essence of the contract.
- 10.4 Utilities : The Second Party shall, at its own costs, install and erect in the new building, pump, water storage tank, overhead reservoir, elevator, temporary electric connection until permanent electric connection is obtained and water and sewage connection. The Second Party and/or its



nominees shall equally bear and pay all the costs for bringing permanent electric connection to the New Building . However the First and Second Parties and their nominees shall also bear the full costs and expenses for getting individual meters (C.E.S.C.) for their respective Units .

- 10.5 Building Materials : The Second Party shall be authorized in the name of the First Party to apply for and obtain quotas, entitlements and other allocation for cement , steel , bricks and other building materials and inputs and facilities allocable to the First Party and required for the construction of the New Building but in no circumstances the First Party shall be responsible for their price/value, storage and quality.
- 10.6 Temporary Connections : The Second Party shall be authorized in the name of the First Party to apply for and obtain temporary connection of water, electricity , drainage and sewerage.
- 10.7 Modification : Any amendment or modification to the Building Plans including change of use of covered car parking space and /or service area and/or covered spaces may be made or caused to be made by the Second Party within the permissible limits of the KMC Rules provided however no alteration or modification shall be made in the First Party's Allocation without the consent of the First Party in writing.
- 10.8 No obstruction : The First Party shall not do any act, deed or thing whereby the Second party is obstructed or prevented from construction and completion of the New Building.

#### **11. Dealings with Units in the New Building ;**

- 11.1 First Party's Allocation : The First Party shall be entitled to transfer or otherwise deal with the First Party's Allocation in any manner the First Party deems appropriate. However, any transfer of any part of the

First Party's Allocation shall be subject to the provisions of this Agreement.

- 11.2 **Transfer of First Party's Allocation :** The First Party shall be entitled to transfer or otherwise deal with the First Party's Allocation in any manner the First Party deems appropriate. However, any transfer of any part of the First Party's Allocation shall be subject to the provisions of this Agreement .
- 11.3 **Second Party's Allocation :** Without prejudice to the provisions of Clause 5.5.2 (e), after handing over the physical possession of the First Party's Allocation, the Second Party shall be exclusively entitled to the Second Party's Allocation with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the First Party and the First Party shall not in any way interfere with or disturb the quiet and peaceful possession of the Second Party's Allocation. It is however, understood that the dealings of the Second Party with regard to the Second Party's Allocation shall be entirely at the risk and responsibility of the Second Party and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities upon the First Party.
- 11.4 **Transfer of Second Party's Allocation :** In consideration of the Second Party constructing and handing over the First Party's Allocation to the First Party , the First Party shall sell and transfer the undivided proportionate share in the Land and the benefit of the concerned portion of the Plans in favour of the prospective purchasers of the Second Party's Allocation (collectively Transferees) , in such part or parts as shall be required by the Second Party and shall execute such number of deeds of conveyance , as necessary for the same.
- 11.5 **Cost of Transfer :** The costs of such conveyances including stamp duty and registration expenses and all other expenses incidental or related thereto shall be borne and paid by the Transferees.



## **12. Municipal Taxes and Outgoings :**

12.1 Relating to Period Prior to Possession : All rates, taxes and outgoings in respect of the premises relating to the period prior to the First Party delivering possession of the premises to the Second Party shall be borne, paid and discharged by the First Party. It is made specifically clear that all outstanding dues upto the date of giving possession of the premises as per clause 8.1 of this Agreement shall remain the liability of the First Party.

12.2 Relating to Period After Possession ; As from the date of making over possession of the Premises to the Second Party, the Second Party shall be liable for rates and taxes as also other outgoings in respect of the premises, till such time the possession of the First Party's Allocation is given to the First Party. From the date of making over possession of the First Party's Allocation to the First Party, the First Party shall become liable and responsible for rates and taxes and other outgoings with regard to the First Party's Allocation and the Second Party and/or its Transferees shall become liable and responsible for rates and taxes and other outgoings with regard to the Second Party's Allocation. After the possession of First Party's Allocation to the First Party, both the Second Party and the First Party shall be liable to pay the outgoings including electric bills, KMC tax etc. for their respective allocation.

## **13. Possession and Post Completion Maintenance :**

13.1 Notice of Completion : As soon as the New Building is completed (as certified by the Architect) with occupancy /completion certificate from The Kolkata Municipal Corporation and sewerage connection of KMC, Second Party shall give a written notice to the First Party requiring the First Party to take possession of the First Party's allocation and the First party shall take possession within 30

(thirty) days and from the date thereafter, it will be considered as deemed possession by the First Party and all the outgoings in respect of First Party's Allocation will be liability of the First Party from the date of said possession or deemed possession.

- 13.2 Possession Date and Rates : On and from such date of taking physical possession or deemed possession (Possession Date), the First Party shall be exclusively responsible for payment of all rates, taxes and other outgoings and impositions whatsoever (collectively Rates) payable in respect of the First Party's Allocation only provided however when such rates are applicable to the whole of the Premises/New Building, proportionate share of the same shall be paid by the First Party. The Second Party shall be responsible for the balance of such rates as applicable whether directly or through the Transferees.
- 13.3 Punctual Payment and Mutual Indemnity : The First party and the Transferees shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities, and all Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequence upon a default by the other or others.
- 13.4 Maintenance : The Second Party shall form a representative body of the First Party and the Transferees (Association), which shall be in charge of management of all the affairs of the New Building. The First Party shall become members of the Association for the First Party's Allocation. After formation of the Association, the Second Party shall no longer be responsible for maintenance of the New Building.
- 13.5 Maintenance Charge : For a period of 6 (six) months from the Possession Date or till such time the Association is formed, whichever



is earlier, the Second Party shall manage and maintain the Common Portions of the New Building, upon the First Party and the Transferees paying and bearing, forthwith on demand, to the Second party, the costs and service charge for such management and maintenance (Maintenance charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

- 13.6 Failure to Pay Maintenance Charge : Should the First Party or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates, within 15 (fifteen) days of demand in this behalf, the Defaulter shall be liable to pay interest on the amount outstanding @ 18% (eighteen percent) per annum from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.

**14. Common Restrictions ;**

- 14.1 Applicable to Both : The First Party's Allocation and the Second Party's Allocation in the New Building shall be subject to the same restrictions as are applicable to Ownership buildings, intended for common benefit of all occupiers of the New Building. Such restrictions shall be duly incorporated in the transfer deeds of the First Party's Allocation to third parties and the Second Party's Allocation to Third parties (all such Third parties collectively Transferees), which shall include the following :

- 14.1.1 No Illegal Activity : No Transferee / Occupant of the apartment / spaces in the New Building (Units) shall use or permit to be used their Units or any portion thereof for any obnoxious, illegal

and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.

14.1.2 No Demolition : No transferee/occupant of the New building shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of the Association/ Developer. However, internal modification within the Unit without creating any effect on the structure of the New Building or the common portions can be made by the respective Transferee/Occupant subject to the compliance of all existing Rules including the Building Rules of the concerned authority. No Transferee/Occupant of the New Building shall alter the outer elevation of any Unit or the common portions without written permission of the Association/ Second party, first had and obtained.

14.1.3 No transfer without Compliance : Neither the First Party nor the Transferees shall transfer or permit transfer of their respective Units or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the Association to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned Unit.

14.1.4 Compliance with Rules ; The First Party and the Transferee/ occupant shall abide by all laws, bye laws, rules and regulation of the government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws rules and regulations.

14.1.5 Interior Maintenance : The First Party and the Transferee/ occupant shall keep the interior walls, sewers drains, pipes and other fittings



and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodation therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

14.1.6 Validity of Insurance : Neither the First Party nor the Transferees/occupants shall do or cause or permit to be done any act or thing which may render void and/or voidable any insurance of the New Building or any part thereof and shall keep the other Transferee/ Occupant of the New Building harmless and indemnified from and against the consequences of any breach.

14.1.7 No Obstruction of common Portions ; Neither the First Party nor the Transferee/occupant shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the new building.

14.1.8 Cleanliness : Neither the First party nor the transferees shall throw or accumulate any dirt , rubbish , waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compound, corridors or any other portion or portions of the new building.

14.2 Rights of Entry : For the purpose of enforcing the common restrictions and ancillary purpose and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the First Party and the Second Party shall permit each other ,

with or without workmen, at all reasonable times, to enter into and upon the First Party's allocation and the Second Party's Allocation and every part thereof.

**15. First Party's Obligation :**

15.1 No obstruction in Dealing with Second Party's Allocation : The First Party covenants not to do any act, deed or thing whereby the Second party may be prevented from selling and/or disposing of any part or portion of the Second Party's Allocation.

15.2 No obstruction in Construction : The First Party hereby covenants not to cause any interference or hindrance or raise objection in the construction of the New Building.

15.3 No Dealing with Premises : The First Party hereby covenants not to let out, grant lease, mortgage and/or change the premises or any portions thereof without the consent in writing of the Second Party, save the First Party's Allocation.

15.4 Making out Marketable Title : The First Party hereby covenants to make out a marketable title to the Premises to the satisfaction of the Second Party, by answering requisitions and supplying papers.

**16. Second Party's Obligations :**

16.1 Time of Completion : The Second Party hereby agree and covenants with the First Party to complete the construction of the New Building within 24 (twenty four) months from the date of obtaining sanction of the Plans or from the date of obtaining peaceful vacant possession of the premises whichever is later, subject to force majeure as defined in Clause 21.1 below. Time of completion shall be the essence of the contract.



- 16.2 No Assignment : The Second Party shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the First Party . It has been clearly agreed and understood between the Parties that Sri Tapash Kumar Mukherjee son of Sri Bhabani Shankar Mukherjee always remain associated with the project and shall look after the due performance of the obligations of the Second Party under this Agreement.
- 16.3 Statutory Obligation : All persons employed by the Second Party for compliance of its obligations hereunder will be deemed to be employees of the Second Party who shall be solely responsible for their emoluments and other statutory obligations and the Second Party hereby agrees to keep the First Party indemnified in this regard.
- 16.4 No Violation of Law : The Second Party hereby agrees and covenants with the First Party not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.
- 16.5 No Obstruction in Dealing with First Party's Allocation : The Second Party covenants not to do any act, deed or thing whereby the First Party may be prevented from selling and/or disposing of any part or portion of the First Party's Allocation .
- 16.6 Parting with Possession After Delivery of First Party's Allocation : The Second Party hereby agrees and covenants with the First Party not to part with possession of the Second Party's Allocation or any part or portion thereof until possession of the First Party's Allocation is delivered to the First Party Provided However this will not prevent the Second Party from entering into any agreement for sale or transfer or to deal with the Second Party's Allocation.
- 16.7 Second Party's Liability Regarding Conveyance and Mutation : In case the Transferees of the Units of the Second Party's Allocation fail to

have registered deed of conveyance in their name or have mutated their name in the records of KMC within reasonable time, in that case the first party will have no liability for those Units in respect of any kind tax/taxes payable to KMC and other authorities.

**17. First Party's Indemnity :**

17.1 Title : Subject to whatever is mentioned in this Agreement, the First Party shall always be responsible for giving good and marketable title to the Second Party and the Transferees and the First Party hereby indemnifies and agree to keep indemnified the Second Party and the Transferees in this regard.

17.2 Second Party's Allocation : The First Party hereby undertakes that the Second Party shall always be entitled to the Second Party's Allocation and shall enjoy the same without any interference or disturbances by the First Party and to this effect the First Party hereby indemnifies and agrees to keep indemnified the Second Party.

**18. Second Party's Indemnity**

18.1 Third Party claims : The Second party hereby undertakes to keep the First Party indemnified against all third party claims, actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Second Party in relation to the construction of the New Building and/or for any defect therein or development of the premises.

18.2 Powers and Authorities : The Second Party hereby undertakes to the First Party to keep the First Party indemnified and harmless from and against any claims, actions, suits, costs and proceedings arising out of any sort of steps taken by the Second Party on behalf of the First Party on the strength of powers and authorities given to the Second Party by the First Party.



18.3 Indemnity for any accident/ mishap : The second party hereby undertake to keep the First Party indemnified against all third party claims, actions, suits, costs and proceedings arising out of any accident, mishap, incident, event, damages and or any negligence. Which may arise during the demolition of the old structure and or construction of new structure.

19. **Miscellaneous :**

19.1 No Partnership : The First Party and the Second Party have entered into this Agreement purely as a contract on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of persons.

19.2 Additional Authority : It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Second Party, various deeds, matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need authority of the First Party. Further, various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been made herein. The First Party hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Second Party for such purpose and the First Party also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Second Party Provided However that all such acts, deeds, matters and things do not in any way infringe on the rights of the First Party and/or go against the spirit of this Agreement.

19.3 Further Acts : The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

- 19.4 Taxation : The First Party shall not be liable for any Income Tax, Wealth Tax or any other taxes including GST in respect of the Second Party's Allocation and the Second Party shall be liable to make payment of the same and keep the First Party indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof . Similarly, the Second Party shall not be liable for any Income Tax, Wealth Tax or any other taxes including GST in respect of the First Party's Allocation and the First Party shall be liable to make payment of the same and keep the Second party indemnified against all actions, suits, proceedings , costs, charges and expenses in respect thereof.
- 19.5 Name of New Building : The name of the building shall be determined by the Second party and the same shall not be changed on any later date by any of the Parties or their assigns.
- 19.6 No demise or Assignment : Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the premises or any part thereof to the Second Party by the First Party or as creating any right, title or interest therein in favour of the Second Party except to develop the premises in terms of this Agreement provided however the Second Party shall be entitled to borrow money from any bank or banks without creating any financial liability on the First Party or effecting the estate and interest in the premises and it is being expressly agreed and understood that in no event either the First Party or the First Party's Allocation or any of their estate shall be responsible and/or be made liable for payment of any dues to such Bank or Banks and for that purpose the Second party shall keep the First Party indemnified against all actions, suits, proceedings , costs, charges and expenses.
- 19.7 Fees and Duties : All duties and fees payable at whatever stage pertaining to this Agreement shall be paid by the Second Party.



19.8 Wealth Tax ; As and from the date of completion of construction of New Building , the Transferees and the First Party shall each be liable to pay and bear proportionate charges on account of wealth tax and other taxes payable in respect of their respective Units.

19.9 GST : Owners' Portion – born by the Owners/nominees  
Developer's portion - born by the Developer/nominees

**20. Defaults :**

20.1 Of Second Party : Subject to Force Majeure reasons, in the event the Second party fails and/or neglects to construct , complete and finish the New Building within a period of 24 (Twenty Four ) months from the date of obtaining sanction of the Plans or from the date of obtaining peaceful vacant possession of the premises whichever is later , the First Party may refer the matter to Arbitration as provided for in this Agreement , for redressal of the grievances of the First Party and the decision of the Arbitrators shall be binding on the Parties.

20.1.1 If because of any willful act on the part of the Second party the construction and completion of the New Building is delayed and/or suspended , then and in that event the Second Party shall be liable to pay damages to the First Party , at the rate of 18% per annum on the total amount of refundable security deposit for the period of delay in handing over of possession.

20.2 Of First Party : In the event the First Party fails and/or neglects to perform any of their obligations under this agreement , then the Second Party shall be entitled to refer the matter to Arbitration as provided for in this Agreement , for redressal of the grievances of the Second party and the decision of the Arbitrators shall be binding on the Parties.

**21. Force Majeure :**

The following shall be included in the reasons beyond the Developer's control for giving possession of the said Owner's allocated portion to the Owner .

- a) Storm, tempest, flood, earthquake and other acts of God or Acts of Government, Statutory Body etc.
- b) Strike, riot, mob violence, air raid, order of injunction or otherwise restraining development of construction at the said premises, scarcity or non availability of building materials equipments or laborers, changes in laws for the time being in force resulting in stoppage of construction at the said Premises.
- c) Any delay causing hindrance in procuring supply line of C.E.S.C. in the building or delay in issuing completion certificate by The Kolkata Municipal Corporation .

**22. Counterparts :-**

22.1 All originals : This Agreement is being executed simultaneously in counterparts, each of which shall be deemed to be an original and both of which shall constitute on instrument and agreement between the parties.

**23. Amendment/Modifications :**

23.1 Express Documentation : No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.

**24. Governing Laws :**

24.1 Indian Law : The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc.



as a result of non-compliance by either Party, will be borne by the defaulting Party.

**25. Notice :**

25.1 Mode Of Service : Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered or certified mail, with postage and registration or certification fees thereon prepaid, on the 5<sup>th</sup> business day following delivery of such notice to the postal service or by express courier, on the 3<sup>rd</sup> business day following delivery of such notice to express courier, addressed as follows, unless any change in address is communicated in writing by the either Party to the Other.

First Party :

Second Party :

1. Smt. Nibha Sett
2. Smt. Baishakhi Halder
3. Sri Arabinda Sett
4. Smt. Dipti Sett
5. Sri Subhajit Sett
6. Smt. Dipanwita Sett

KOLKATA NIWAS  
having its registered office at  
Premises No. 45F/1C, Manick  
Bandopadhyay Sarani  
Police Station – Regent Park,  
Kolkata – 700 040

All of Premises No. 3A and 3B, Dwarik  
Ganguly Street, Police Station- Kalighat,  
Kolkata- 700 026..

**26. Arbitration :**

26.1 Tribunal : Disputes relating to this Agreement or its interpretation shall be referred to the arbitration of an arbitral tribunal, consisting of three Arbitrators (Tribunal), one each to be appointed by the Parties hereto and the third to be appointed by the two arbitrators so appointed. The award of the Tribunal shall be final and binding on the Parties. The Arbitration proceedings will be in Kolkata unless otherwise agreed.

## 27. Jurisdiction :

27.1 District Judge , Alipore : In connection with the aforesaid Arbitration proceedings , the District Judge , Alipore alone shall have jurisdiction to receive , entertain , try and determine all actions and proceedings.

## 28. Rules of Interpretation :

28.1 Headings : Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.

28.2 Definitions : In this Agreement, the words put in brackets and in bold prints define the word, phrase or expression immediately proceeding.

### 1<sup>st</sup> Schedule

ALL THAT piece and parcel of land measuring an area of **01 Cottah and 06 Chittacks 13 Sq. ft.** with the said two storied building measuring 600 Sq. Ft. more or less in each floor together with the common right over the adjoining five feet wide common passage on the western side of the premises , comprised in being part of Plot No. 125, of the Surplus land in Improvement Scheme No. IVA formed out of Premises Nos. 19/1, 19/2, Russa Road South and 27/1, Iswar Ganguly Lane and old passage being part of Holding Nos. 194 and 193, Division-F, Grand Division- VI, Dihi- Panchannagram,, now known and numbered as Municipal Premises No. 3B , Dwarik Ganguly Street, Police Station - formerly Bhowanipore now Kalighat , Kolkata - 700 025, within the limits of The Kolkata Municipal Corporation, Ward No. 083 and butted and bounded in the manner following, that is to say :

ON THE NORTH :	By Premises No. 3A, Dwarik Ganguly Street.
ON THE EAST :	By Premises No. 126B, S.P. Mukherjee Road
ON THE SOUTH :	By Premises No. 3C, Dwarik Ganguly Street.
ON THE WEST :	By Passage



**2<sup>nd</sup>. Schedule**  
**(Common Portions)**

I) Areas :

- a) Entrance and exits to the Premises and the New Building.
- b) Boundary walls and main gate of the Premises.
- c) Staircase, stair head room , lift machine room and lobbies on all the floor of the New Building.
- d) Vertical Shaft , lift well;
- e) Entrance lobby, electric/utility room, water pump room, generator room (if any).
- f) Common installations on the roof.
- g) Roof above the top floor of the New Building.
- h) Common lavatory (if any) .

II) Water , Plumbing and Drainage :

- a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use)
- b) Water supply system
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any Unit/or exclusively for its use).

III) Electric Installation :

- a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and / or exclusively for its use)
- b) Lighting of the Common Portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- d) Elevators.

- IV) Others : Such other common parts , areas, equipments , installations , fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

### 3<sup>rd</sup>. Schedule

#### ( Specifications )

CONSTRUCTION	R.C.C structure with external and internal brick partition walls.
FLOORING	Building staircase and landings will be kota stone with ornate railing . Drawing cum Living room and all bed rooms to have marble/vitrified tiles flooring of standard quality. Bathrooms will have anti skid floor tiles with coloured glazed tiles.
BUILDING LOBBY ELEVATOR	Flooring will be same as that of the stairs and landings. 4 Passenger lift will be provided of standard specifications and make .
ELECTRIC LINES	Concealed electric copper lines with adequate electric points in all rooms . Copper wires will be of Havell's / Finolex / Polycab make. Modular switches of Crabstick / Roma / Hegerand brands.
POWER BACK UP	Adequate Power Back up wirings up to the flats and common Areas will be provided . Generator if installed will be at extra cost .
DOORS/LOCKS	Main door will be thick solid wood door with both sides polishes with magic eye and with Godrej Premium Night Latch.  Other doors will be flush door with both sides paint. Door frame will be of Malaysian Sal.
WINDOWS	Alluminium Glazed sliding windows for all rooms. Luvre for Bathrooms and kitchen . Box grills at extra cost.



**SANITARY & PLUMBING** Inside plumbing line will be concealed with G.I. pipes.

Outside plumbing line in PVC pipes of Oriplast .

White Commode and cistern will be of Parryware/  
Hindustan.

White basin of Parryware/ Hindustan.

C.P. fittings will be of Jaquar / Marc brand .

Pastel Coloured Glazed tiles will be put up to a height of 7  
ft.

**KITCHEN**

Counter top will be of Black Granite with single stainless  
steel sink.

Glazed tiles will be up to an height of 2 ft. above the counter  
top.

**WATER SUPPLY**

Underground reservoir for KMC water with one submersible  
pump/centrifugal pump, overhead water tank.

All interconnecting plumbing, valves and delivery pipelines  
to be installed.

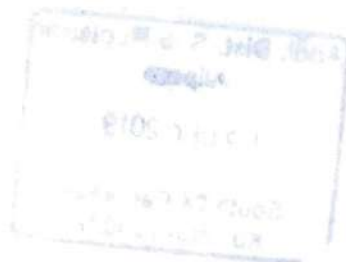
**PAINTING**

Inside walls of the building will be Plaster of Paris including  
inside flats.

Exterior walls of the building will have weather resistant  
paint.

**ROOF**

Roof tiles with Water proofing treatment.



## 29. EXECUTION AND DELIVERY :

29.1 In Witness whereof the Parties have executed this Agreement on the date mentioned above.

1. Nibha Setti2. Baishakhi Halder3. Arabinda Setti4. Dipti Setti5. Sarmistha Sarker NEE Setti  
AS CONSTITUTED ATTORNEY  
OF SRI. SUBHAJIT SETTI6. Dipanwita Setti

KOLKATA NIWAS

Piya Roy  
PARTNER

KOLKATA NIWAS

Tapash Kumar Mukherjee  
Partner

2. Smt. Nibha Setti
2. Smt. Baishakhi Halder
3. Sri Arabinda Setti
4. Smt. Dipti Setti
5. Sri Subhajit Setti
6. Smt. Dipanwita Setti

KOLKATA NIWAS  
having its registered office at  
Premises No. 45F/1C, Manick  
Bandopadhyay Sarani  
Police Station - Regent Park,  
Kolkata - 700 040

All of Premises No. 3A and 3B, Dwarik  
Ganguly Street, Police Station- Kalighat,  
Kolkata- 700 026..

First Party :

Second Party :

Witnesses :

1. Pradip Roy  
Alipore Police Court.  
Cal. 27.

2. Ranjan Das.  
Alipore Police Court  
Cal. 27



## MEMO OF CONSIDERATION

Pay by A/c Payee Cheque No. 685083, Rs. 1,00,000/-  
 Dated 12.12.2019, Drawn on Canara  
 Bank. Kudghat Branch. Kolkata-40.  
 Pay by A/c Payee Cheque No. 548899, Rs. 50,000/-  
 Dated 12.12.2019, Drawn on Indusind  
 Bank. Gariahat Branch. Kolkata-19.

Rs. 1,50,000/-

(Rupees one lac fifty thousand) only.

## IN PRESENCE OF

1) Pradeep Roy  
 Alipore Police Court.  
 Col. 27

2. Ranjan Das.  
 Alipore Police Court  
 C 27

1. Nisha Setti

2. Baishakhi Halder

3. Aradhita Setti

4. Deepti Setti

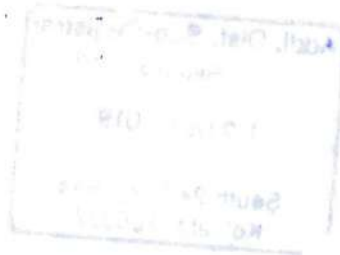
Sarmistha Sarkar NEE Setti  
 AS CONSTITUTED ATTORNEY OF  
 SRI. SUBHAJIT SETTI.

6. Dipankrita Setti

## DRAFTED BY:

Subhojit Kumar Datta  
 Advocate

Alipore Civil & Criminal Court,  
 Kolkata - 700 027. WB-2165/99.



Thumb   Fore   Middle   Ring   Little



Left Hand  
Finger Prints



Right Hand  
Finger Prints



Name :- NIBHA SETT.

Signature :- Nibha Sett

Thumb   Fore   Middle   Ring   Little



Left Hand  
Finger Prints



Right Hand  
Finger Prints



Name :- BAISHAKHI HALDER. Signature :- Baishakhi Halder



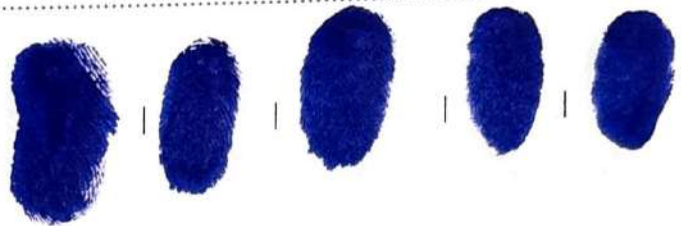
Thumb   Fore   Middle   Ring   Little



Left Hand  
Finger Prints



Right Hand  
Finger Prints

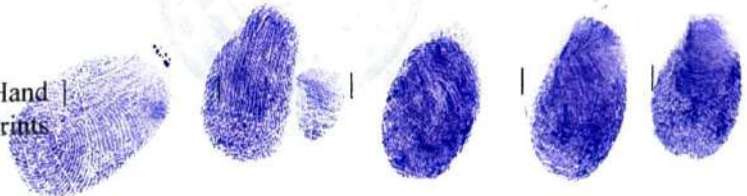


Name : - ARABINDA SETT.   Signature : - *Arabinda Sett*

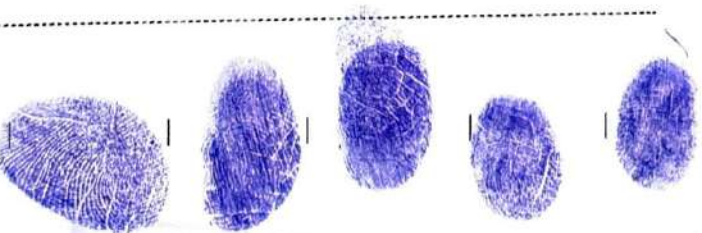
Thumb   Fore   Middle   Ring   Little



Left Hand  
Finger Prints



Right Hand  
Finger Prints



Name : - DIPTI SETT.   Signature : - *Dipti Sett*

Thumb   Fore   Middle   Ring   Little



Left Hand  
Finger Prints



Right Hand  
Finger Prints



Name :- SARMISTHA SARKAR  
NEE SETT.

Signature :-

Sarmistha Sarkar  
NEE Sett

Thumb   Fore   Middle   Ring   Little



Left Hand  
Finger Prints



Right Hand  
Finger Prints



Name :- DIPANWITA SETT.

Signature :-

Dipanwita Sett



Thumb   Fore   Middle   Ring   Little



Left Hand  
Finger Prints



Right Hand  
Finger Prints



Name : - *Piya Roy*

Signature : - *Piya Roy*

Thumb   Fore   Middle   Ring   Little



Left Hand  
Finger Prints



Right Hand  
Finger Prints



Name : - *Tapash KR Hukherjee*

Signature : - *Tapash Kumar Hukherjee*

Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 192019200115605281  
GRN Date: 11/12/2019 19:55:36  
BRN: IK0AJBRZA2

Payment Mode Online Payment  
Bank: State Bank of India  
BRN Date: 11/12/2019 19:56:48

DEPOSITOR'S DETAILS

Id No. : 16050001856214/3/2019  
[Query No./Query Year]  
Name : Subir Kumar Dutta  
Contact No. : Mobile No. : +91 9830034264  
E-mail :  
Address : 18 Moore Avenue Kolkata 700040  
Applicant Name : Mr Subir Kumar Dutta  
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	16050001856214/3/2019	Property Registration- Stamp duty	0030-02-103-003-02	7021
2	16050001856214/3/2019	Property Registration- Registration Fees	0030-03-104-001-16	1521

In Words : Rupees Eight Thousand Five Hundred Forty Two only  
Total 8542



## Major Information of the Deed

Deed No :	I-1605-00137/2020	Date of Registration	10/01/2020
Query No / Year	1605-0001856214/2019	Office where deed is registered	
Query Date	04/12/2019 1:13:43 AM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subir Kumar Dutta 18. Moore Avenue, Kolkata, Thana : Regent Park, District : South 24-Parganas, WEST BENGAL, PIN - 700040, Mobile No. : 9830912834, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,000/-]		
Set Forth value	Market Value		
Rs. 30,000/-	Rs. 54,15,694/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,071/- (Article:48(g))	Rs. 1,521/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Kalighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dwarik Ganguly Street, , Premises No: 3B, , Ward No: 083 Pin Code : 700026




Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	1 Katha 6 Chatak 13 Sq Ft	10,000/-	48,75,694/-	Property is on Road
Grand Total :				2.2985Dec	10,000 /-	48,75,694 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	20,000/-	5,40,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1200 sq ft	20,000 /-	5,40,000 /-	

# Record Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
<b>Mrs Nibha Sett</b> Wife of Late Bhabananda Sett Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office	 12/12/2019	 LTI 12/12/2019	  12/12/2019

3A, Dwarik Ganguly Street, P.O:- Kalighat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AKEPS8757Q, Aadhaar No: 65xxxxxxxx5656, Status :Individual, Executed by: Self, Date of Execution: 12/12/2019  
, Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office







Name	Photo	Finger Print	Signature
<b>Mrs Baishakhi Halder</b> Wife of Mr Ranjan Halder Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office	 12/12/2019	 LTI 12/12/2019	  12/12/2019

86A, Kali Pada Mukherjee Road, P.O:- Sakherbazar, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: ACJPH7396D, Aadhaar No: 74xxxxxxxx8679, Status :Individual, Executed by: Self, Date of Execution: 12/12/2019  
, Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Mr Arabinda Sett</b> Son of Late Bhabananda Sett Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office	 12/12/2019	 LTI 12/12/2019	  12/12/2019

3A, Dwarik Ganguly Street, P.O:- Kalighat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.: DBTPS9635E, Aadhaar No: 27xxxxxxxx9907, Status :Individual, Executed by: Self, Date of Execution: 12/12/2019  
, Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office



Name	Photo	Finger Print	Signature	
<b>Dipti Sett</b> Wife of Late Ranjit Sett Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office				
12/12/2019	LTI 12/12/2019	12/12/2019		
3A, Dwarik Ganguly Street, P.O:- Kalighat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: DJKPS6470N, Aadhaar No: 53xxxxxxxx5066, Status :Individual, Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office				
5	<b>Mr Subhajit Sett</b> Son of Late Ranajit Sett 3A, Dwarik Ganguly Street, P.O:- Kalighat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: BZMPS1911A, Aadhaar No: 55xxxxxxxx4315, Status :Individual, Executed by: Attorney, Executed by: Attorney			
6	<b>Mr Dipanwita Sett</b> Wife of Mr Sayan De Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office			
	12/12/2019	LTI 12/12/2019	12/12/2019	
3A, Dwarik Ganguly Street, P.O:- Kalighat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: DLQPS4304K, Aadhaar No: 24xxxxxxxx4856, Status :Individual, Executed by: Self, Date of Execution: 12/12/2019 , Admitted by: Self, Date of Admission: 12/12/2019 ,Place : Office				


#### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Kolkata Niwas</b> 45F/1C, Manik Bandopadhyay Sa (Moore Av), P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040 , PAN No.: AAVFK2924Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative






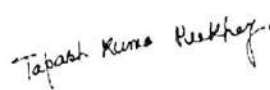


# Key Details :

## Name,Address,Photo,Finger print and Signature




Name	Photo	Finger Print	Signature
<b>Mrs Sarmistha Sarkar,</b> <b>(Alias Name: Mrs SARMISTHA SETT)</b> Wife of Mr Subhajit Sett Date of Execution - 12/12/2019, , Admitted by: Self, Date of Admission: 12/12/2019, Place of Admission of Execution: Office	 Dec 12 2019 1:56PM	 LTI 12/12/2019	 12/12/2019
Chandra Villa Apartment, 14K, Mahendra Roy Lane, P.O:- Topsia, P.S:- Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700046, Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.: BODPS8991E, Aadhaar No: 68xxxxxxxx1830 Status : Attorney, Attorney of : Mr Subhajit Sett			

# Representative Details :

SI No	Name,Address,Photo,Finger print and Signature	Photo	Finger Print	Signature
1	<b>Mrs Piya Roy</b> Wife of Mr Indrajit Roy Date of Execution - 12/12/2019, , Admitted by: Self, Date of Admission: 10/01/2020, Place of Admission of Execution: Office	 Jan 10 2020 3:26PM	 LTI 10/01/2020	 10/01/2020
Flat No: A-3/4, 24, Mandeville gardens, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGKPR8446F, Aadhaar No: 78xxxxxxxx6843 Status : Representative, Representative of : Kolkata Niwas (as )				
2	<b>Mr Tapash Kumar Mukherjee (Presentant )</b> Son of Mr Bhabani Sankar Mukherjee Date of Execution - 12/12/2019, , Admitted by: Self, Date of Admission: 12/12/2019, Place of Admission of Execution: Office	 Dec 12 2019 1:52PM	 LTI 12/12/2019	 12/12/2019
Flat No: 3A, 629/1, Jogendra Garden Lane, P.O:- Haltu, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700107, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AEPPM7374C, Aadhaar No: 52xxxxxxxx6172 Status : Representative, Representative of : Kolkata Niwas (as )				

Details :

**Pradeep Roy**  
 of Late Parimal Roy  
 Alipore Police Court, P.O:- Alipore, P.S:-  
 Alipore, District:-South 24-Parganas, West  
 Bengal, India, PIN - 700027

Photo	Finger Print	Signature
		
12/12/2019	12/12/2019	12/12/2019

Identifier Of Mrs Nibha Sett, Mrs Baishakhi Halder, Mr Arabinda Sett, Mrs Dipti Sett, Mr Dipanwita Sett, Mrs Sarmistha Sarkar, Mrs Piya Roy, Mr Tapash Kumar Mukherjee

#### Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Nibha Sett	Kolkata Niwas-0.38309 Dec
2	Mrs Baishakhi Halder	Kolkata Niwas-0.38309 Dec
3	Mr Arabinda Sett	Kolkata Niwas-0.38309 Dec
4	Mrs Dipti Sett	Kolkata Niwas-0.38309 Dec
5	Mr Subhajit Sett	Kolkata Niwas-0.38309 Dec
6	Mr Dipanwita Sett	Kolkata Niwas-0.38309 Dec

#### Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs Nibha Sett	Kolkata Niwas-200.00000000 Sq Ft
2	Mrs Baishakhi Halder	Kolkata Niwas-200.00000000 Sq Ft
3	Mr Arabinda Sett	Kolkata Niwas-200.00000000 Sq Ft
4	Mrs Dipti Sett	Kolkata Niwas-200.00000000 Sq Ft
5	Mr Subhajit Sett	Kolkata Niwas-200.00000000 Sq Ft
6	Mr Dipanwita Sett	Kolkata Niwas-200.00000000 Sq Ft

Endorsement For Deed Number : I - 160500137 / 2020

On 12-12-2019

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

Presented for registration at 11:59 hrs on 12-12-2019, at the Office of the A.D.S.R. ALIPORE by Mr Tapash Kumar Mukherjee .

**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 54,15,694/-



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

Execution is admitted on 12/12/2019 by 1. Mrs Nibha Sett, Wife of Late Bhabananda Sett, 3A, Road: Dwarik Ganguly Street, P.O: Kalighat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife, 2. Mrs Baishakhi Halder, Wife of Mr Ranjan Halder, 86A, Road: Kali Pada Mukherjee Road, P.O: Sakherbazar, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Service, 3. Mr Arabinda Sett, Son of Late Bhabananda Sett, 3A, Road: Dwarik Ganguly Street, , P.O: Kalighat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Professionals, 4. Mrs Dipti Sett, Wife of Late Ranjit Sett, 3A, Road: Dwarik Ganguly Street, , P.O: Kalighat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife, 5. Mr Dipanwita Sett, Mr Sayan De, 3A, Road: Dwarik Ganguly Street, , P.O: Kalighat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Service

Indetified by Mr Pradeep Roy, , Son of Late Parimal Roy, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

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

Execution is admitted on 12-12-2019 by Mr Tapash Kumar Mukherjee, , Kolkata Niwas (Partnership Firm), 45F/1C, Manik Bandopadhyay Sa (Moore Av), P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040

Indetified by Mr Pradeep Roy, , Son of Late Parimal Roy, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

**Executed by Attorney**

Execution by Mrs Sarmistha Sarkar, , Mrs SARMISTHA SETT, Wife of Mr Subhajit Sett, Chandra Villa Apartment, 14K, Road: Mahendra Roy Lane, , P.O: Topsia, Thana: Topsia, , South 24-Parganas, WEST BENGAL, India, PIN - 700046, by caste Hindu, by profession Service as the constituted attorney of Mr Subhajit Sett 3A, Road: Dwarik Ganguly Street, , P.O: Kalighat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026 is admitted by him

Indetified by Mr Pradeep Roy, , Son of Late Parimal Roy, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,521/- ( B = Rs 1,500/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,521/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 11/12/2019 7:56PM with Govt. Ref. No: 192019200115605281 on 11-12-2019, Amount Rs: 1,521/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0AJBRZA2 on 11-12-2019, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 7,021/-  
Description of Stamp  
1. Stamp: Type: Impressed, Serial no 680, Amount: Rs.50/-, Date of Purchase: 06/12/2019, Vendor name: L K Das  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 11/12/2019 7:56PM with Govt. Ref. No: 192019200115605281 on 11-12-2019, Amount Rs: 7,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK0AJBRZA2 on 11-12-2019, Head of Account 0030-02-103-003-02



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

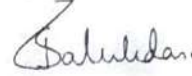
**On 10-01-2020**

**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.

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

ution is admitted on 10-01-2020 by Mrs Piya Roy, , Kolkata Niwas (Partnership Firm), 45F/1C, Manik  
opadhyay Sa (Moore Av), P.O:- Regent Park, P.S:- Regent Park, District:-South 24-Parganas, West Bengal, India,  
IN - 700040  
Indetified by Mr Pradeep Roy, , , Son of Late Parimal Roy, Alipore Police Court, P.O: Alipore, Thana: Alipore, , South  
24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2020, Page from 9010 to 9080

being No 160500137 for the year 2020.



*Satukdar*

Digitally signed by SUKANYA  
TALUKDAR

Date: 2020.01.14 17:16:49 +05:30

Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2020/01/14 05:16:49 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

West Bengal.

(This document is digitally signed.)