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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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29.09.2023
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certified that the document is duly
registration. The signature sheets and
the endroesement sheets attached with the
document are the part of this document

X
District Sub-Register-III
Alipore, South 24-parganas
03-10-23

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made and executed on this 29th Day of September, Two Thousand Twenty-Three (2023).

BETWEEN

43513

25 SEP 2023

DATE

SOLD TO RAJIB GHOSH

ADDRESS Advocate

6, Old Post Office Street
5th Floor, Kol-700001

CODE NO. (1067)
LICENCED NO.
20 & 20A / 1973

ANJUSHREE BANERJEE
L. S. VENDOR (C.S.)
HIGH COURT, KOLKATA

25 SEP 2023



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
29 SEP 2023

1. **SRI SUVRA CHATTERJEE**, (PAN-BCAPC8582L), (AADHAAR NO.2536 4361 2294) (Mob No. 9051612228) **AND 2. SRI SUBHANKAR CHATTERJEE**, (PAN-ACSPC6788R), (AADHAAR NO. 8729 2859 4310) (Mob No. 9830435465) both are sons of Late Sakti Pada Chatterjee, by Faith-Hindu, By Occupation-Service, residing at 16/1, Baishnabghata Road, Post Office-Naktala, Police Station-Netaji Nagar, erstwhile Patuli, Kolkata-700047, District-South 24 Parganas, West Bengal, **AND 3. SMT. RUNA KUNDU**, wife of Gopal Kundu, (PAN-AKYPK 5461F) (Aadhaar No. 3360 9007 8923), (MobNo.9830135750), By Faith-Hindu, by Nationality-Indian, by occupation Business, residing at 8/1A, Baishnabghata Bye Lane, Post Office-Naktala, Police Station-Netaji Nagar (erstwhile Patuli), Kolkata-700047, District- South 24 Parganas, West Bengal, hereinafter referred to and called as the "**LAND OWNERS**" which term or expression unless excluded by or repugnant to the context shall deem to mean and include their heirs, legal representative, successors and assigns), hereinafter referred to as the **FIRST PART**.

AND

G.P.HOUSING PRIVATE LIMITED (PAN-AAECG8061G) (Mob. No.9830135704), a private limited company duly incorporated under the provision of the Companies Act having its registered office at 19T, Baishnabghata Bye Lane, Post Office-Naktala, Police Station-Netaji Nagar (erstwhile Patuli), Kolkata-700047, District-South 24 Parganas, West Bengal represented by one of its Director namely **SHRIGOPAL KUNDU**, (PAN-AFXPK 7428J), (Aadhaar No. 4611 9977 9796), (Mob 9830135704), son of Late Dasarath Kundu, by Faith-Hindu, by Nationality-Indian, by occupation Business, residing at 8/1A, Baishnabghata Bye Lane Road, Post Office-Naktala, Police Station- Netaji Nagar, Kolkata-700047, District-South 24 Parganas, West Bengal, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or



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repugnant to the context be deemed to mean and include its successors-in-office and assigns) of the **SECOND PART**.

DEVOLUTION AND/OR BACKGROUND OF TITLE: The title of ownership flows as follows from time to time:

OWNERSHIP OF THE PROPERTY: ALL THAT piece and parcel of Bastu Land measuring an area of (Nine) Cottah 2(Two) Chittack 30 Sq.Ft. (i.e., 613.1601 Sq. Mt). be the same a little more or less, along with a structure standing thereon measuring about 1054Sq. Ft lying and situated at Premises No. **87/B/1B** Raja Subodh Chandra Mullick Road, Kolkata-700047, being Assessee No. 211000802339 under Mouza Baishnabghata, appertaining to Plot No. 408(Part), Revenue Survey No. 14, Touzi No.56, Khaitan No. 323, C.S. Plot No. 122, J.L. No. 28 and 32, Post Office-Naktala, under Police Station- Netaji Nagar (formerly Patuli), within in the Jurisdiction of Ward No. 100of Kolkata Municipal Corporation, Borough: X, within the Jurisdiction of Additional District Sub-Registrar at Alipore, District-South 24 Parganas, in the State of West Bengal. The ownership of the property flows as follows:

A. Whereas by virtue of a registered Deed of Partition dated 19th October 1970 duly registered in the office of the Joint Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 79, pages from 250 to 290, being No. 4483 for the year 1970, one Sakti pada Ghatak Chatterjee became the owner of the property **ALL THAT** the piece and parcel of Land measuring about 5 (Five) Cottah 1(One) Chittack 17.55 Sq. Ft. (i.e., 340.29 SQ.M.) be the same a little more or less, together with 500 Sq. Ft one-storied residential building sanding thereon with a common private passage measuring about 6 (Six) Chittack 32.57 Sq. Ft. (28.11Sq.Mt.)on the Northern side having total land area of **368.40 SQ.M. i.e. 5 (five) Cottah 8 (eight) Chittack** be the same a little more or less, lying and situated at **Premises No. 87/B/1C Raja Subodh Chandra Mullick Road, Kolkata-**



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700047, under Mouza Baishnabghata, appertaining to C.S. Plot No. 122, J.L. No.28, Post Office-Naktala, under Police Station- Netaji Nagar (erstwhile Patuli), within in the Jurisdiction of Ward No.100 of Kolkata Municipal Corporation, Borough: X, Under the Jurisdiction of Additional District Sub-Registrar at Alipore, District-South 24 Parganas, in the State of West Bengal.

B. After becoming the owner of the aforesaid property Saktipada Ghatak Chatterjee, mutated his name in the records of Kolkata Municipal Corporation accordingly a new Assessee no i.e., **Assessee No. 211000802340** has been issued in his favour and he has started enjoying the said property by paying regular taxes to the Municipal Authorities.

C. Said Sakti Pada Chatterjee during his lifetime entered into a Development Agreement on 27.06.2023 with **G.P.HOUSING PRIVATE LIMITED** a private limited company duly incorporated under the provision of the Companies Act. having its registered office at 19T, Baishnabghata Bye Lane, Post Office-Naktala, Police Station-Netaji Nagar (erstwhile Patuli), Kolkata-700047, District-South 24 Parganas, West Bengal which was duly registered in the office of the District Sub Registrar-I, Alipore, recorded in Book No. I, Volume No. 1601-2023, pages from 52413 to 52451, being No. 160101454 for the year 2023. Subsequently, he executed a Development Power of Attorney on 28.06.2023, which was duly registered in the office of the District Sub-Registrar-I, Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1601-2023, pages from 54189 to 54210, being No. 160101486 for the 2023 and for facilitating the preparation of plans, relating papers and documents before the Kolkata Municipal Corporation he also executed a General Power of Attorney which was duly registered in the office of the District Sub-Registrar-I, Alipore, South 24-Parganas and recorded in Book No- IV, Volume No. 1601-2023, pages from 1361 to 1376, being No. 160100078 for 2023.



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D. During the subsisting of the said development agreement and power Sakti Pada Chatterjee died intestate on 16.07.2023 leaving behind his two sons namely Suvra Chatterjee and Subhankar Chatterjee (the Landowners No. 1 and 2) as his only legal heirs and successors to inherit his aforesaid property in accordance with the Hindu Succession Act 1956. Be it noted that the wife of said Sakti Pada Chatterjee namely Moni Sona Chatterjee predeceased on 20.10.2010.

E. That by virtue of inheritance said Suvra Chatterjee and Subhankar Chatterjee became the owners of the aforesaid property and duly mutated their names with the records of the Kolkata Municipal Corporation when assessee number is re-allotted as Assessee No. **211000802340** and premises No.**87/B/1C Raja Subodh Chandra Mullick Road, Kolkata-700047.**

F. By virtue of the said registered Deed of Partition dated 19.10.1970, which was duly registered in the office of the Joint Sub-Registrar at Alipore and recorded in Book No-I, Volume No. 79, pages from 250 to 290, being No. 4483 of 1970, one Satipada Ghatak Chatterjee alias Satipada Chatterjee became the owner of the property ALL THAT the piece and parcel of land of an area of 3(Three) Cottah 3(Three) Chittack 42(Forty-two) Sq. Ft., be the same a little more or less, along with structure standing thereon situated and lying at a portion of Block "B" including half of the 8 Ft' wide passage in the South i.e. 4 feet wide passage in the South comprising in C.S. Plot No. 408, Mouza- Naktala, J.L.No. 32, Khatian No. 323, Revenue Survey No. 14, Touzi No.56, now known as premises No. 87/B/1B, Raja Subodh Chandra Mullick Road, Post Office- Naktala, Police Station- Formerly Patuli now Netaji Nagar, Kolkata-700047, within the Jurisdiction of Kolkata Municipal Corporation Ward No. 100, more fully and particularly described in the schedule therein and accordingly after having obtained the said property said Satipada Chatterjee, mutated his name in the record of



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the Kolkata Municipal Corporation and started enjoying the same by paying tax in respect of the said property.

G. While said Satipada Chatterjee while enjoying his aforesaid property free from all sorts of encumbrances died intestate on 22.09.1991, leaving behind his two sons namely Sri Saradindu Chatterjee and Sri Subhendu Chatterjee, and one daughter namely Smt. Kalpana Pal nee Chatterjee as his only legal heirs and representative inherited his aforesaid property as per the provision of the Hindu Succession Act 1956, it is pertinent to mention that his wife Aloka Chatterjee predeceased him on 03.10.1983.

H. After the demise of Satipada Chatterjee said Sri Saradindu Chatterjee, Sri Subhendu Chatterjee and Smt. Kalpana Pal nee Chatterjee became the owners of undivided $1/3^{\text{rd}}$ share each in All That piece and parcel of Land with structure standing thereon having an area of 3 Cottah 3 Chittack and 42 Sq. Ft. be the same a little more or less situated and lying at premises No. 87/B/1B, Raja Subodh Chandra Mullick Road, Post Office-Naktala, Police Station- formerly Patuli now Netaji Nagar, Kolkata-700047, under Kolkata Municipal Corporation, Ward No.100, District South 24 Parganas, West Bengal.

I. Thereafter by virtue of a registered Deed of Gift dated 4th February 1992 which was duly registered in the office of the Registrar of Assurances Calcutta and recorded in Book No. I, Volume No. 664, Pages 53 to 66, being No. 2076 for the year 1992, the said Kalpana Pal nee Chatterjee, wife of Sisir Kumar Pal (daughter of Satipada Chatterjee), transferred and/or gifted her undivided $1/3^{\text{rd}}$ share of the aforesaid property unto and in favour of Sri Saradindu Chatterjee and Sri Subhendu Chatterjee absolutely and forever.

J. Since then Sri Saradindu Chatterjee and Sri Subhendu Chatterjee, became the joint owners of All That piece and parcel of Land with a



structure standing thereon having an area of 3 Cottah 3 Chittack and 42 Sq. Ft. be the same a little more or less situated and lying at premises No. 87/B/1B, Raja Subodh Chandra Mullick Road, Post Office-Naktala, Police Station- formerly Patuli now Netaji Nagar, Kolkata-700047, under Kolkata Municipal Corporation, Ward No.100, District South 24 Parganas, West Bengal having $\frac{1}{2}$ share each over the said property.

K. Subsequently the said Saradindu Chatterjee, while thus seized and possessed of otherwise well and sufficiently entitled to the said property, died intestate on 10th May 2003, leaving behind his wife Smt. Aparajita Chatterjee and two sons namely Sri Sidharta Chatterjee and Sri Suvodip Chatterjee as his only legal heirs and successors to inherit his aforesaid property as per the provision of Hindu Succession Act 1956 and after the demise of said Saradindu Chatterjee, his above named legal heirs and successors Smt. Aparajita Chatterjee, Sri Siddhartha Chatterjee, and Sri Suvodip Chatterjee became the joint owners of undivided half share i.e. individually $\frac{1}{6}$ th share each in respect of the property left by the said Saradindu Chatterjee (since deceased).

L. Subhendu Chatterjee, Smt. Aparajita Chatterjee, Sri Siddhartha Chatterjee, and Sri Suvodip Chatterjee, while jointly seized and possessed All That piece and parcel of Land with structure standing thereon having an area of 3 Cottah 3 Chittack and 42 Sq. Ft. be the same a little more or less situated and lying at premises No. 87/B/1B, Raja Subodh Chandra Mullick Road, Post Office-Naktala, Police Station- formerly Patuli now Netaji Nagar, Kolkata-700047, under Kolkata Municipal Corporation, Ward No.100, District South 24 Parganas, West Bengal sold conveyed and transferred the same unto and in favour of Smt. Nirmla Gupta wife of Ashok Kumar Gupta, by virtue of a registered deed of conveyance dated 21st November 2011 which was duly registered in the office of the Additional District Sub-Registrar at Alipore and recorded in Book No. I, CD Volume No.37, pages from 53 to 73, being No. 08412 for the year 2011.



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M. After purchasing the aforesaid plot of land Nirmala Gupta duly mutated her name in the record of the Kolkata Municipal Corporation and when the new premises number was allotted as premises No. 87/B/1B, Raja Subodh Chandra Mullick Road, Police Station- now Netaji Nagar, formerly Jadavpur, Kolkata 700047 and started paying the taxes regularly.

N. Said Nirmala Gupta while enjoying her aforesaid property free from all sorts of encumbrances sold, conveyed, and transferred the said plot of land measuring an area of 3 (Three) Cottah 3 (Three) Chittack 42 (Forty-Two) Sq. Ft. be the same a little more or less, along with a structure standing thereon, together with the half of the 8 feet wide passage in the South i.e. 4 feet wide private passage in the south, so the total is 3 Cottah 10 Chittack and 30 Sq. Ft. and other rights such as gas, electric, telephone lines, drainage, lying and situated at K.M.C. premises No. 87/B/1B Raja Subodh Chandra Mullick Road, Post Office- Naktala, Police Station-Netaji Nagar, Kolkata-700047, being Assessee No. 211000802339 under Mouza - Naktala, appertaining to Plot No. 408 (Part), J.L. No. 32, Revenue Survey 14, Touzi No. 56, Khatian No. 323, within in the Jurisdiction of Ward No. 100, Borough: X, Kolkata Municipal Corporation, Under the Jurisdiction of Additional District Sub-Registrar at Alipore, District-South 24 Parganas, in the State of West Bengal in favour of Smt. Runa Kundu being Owner No.3, herein which was duly registered in the office of the District Sub-Registrar-I, Alipore, south 24-Parganas and recorded in Book No. I, Volume No. 1601-2023, pages from 65998 to 66025, being No.160101902 for the year 2023.

O. After becoming the owner of the said Smt. Runa Kundu duly recorded her name in the records of the Kolkata Municipal Corporation and a new assessee number was allotted i.e., Assessee No. 211000802339, in respect of premises No. 87/B/1B, Raja Subodh



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Chandra Mullick Road, Kolkata 700047, and therefore started enjoying the same by paying tax to the municipal authority.

P. While said Runa Kundu is enjoying her aforesaid property free from all sorts of encumbrances the developer herein approached her for development of her All That piece and parcel of Land with structure standing thereon having area of 3 Cottah 3 Chittack and 42 Sq. Ft. plus 4 feet wide common passage in the south from east to west, so the total is 3 Cottah 10 Chittack and 30 Sq. Ft. be the same a little more or less situated and lying at premises No. 87/B/1B, Raja Subodh Chandra Mullick Road, Post Office-Naktala, Police Station- formerly Patuli now Netaji Nagar, Kolkata-700047, under Kolkata Municipal Corporation, Ward No.100, District South 24 Parganas, West Bengal by constructing multi-storied building thereon.

Q. During the subsisting of the development agreement dated 27th June 2023 the developer has approached all the land owners herein for amalgamation of their properties i.e., premises no. 87/B/1B, Raja Subodh Chandra Mullick Road, and 87/B/1C Raja Subodh Chandra Mullick Road into one premise for better construction over both premises.

R. All the landowners agreed to amalgamate their said properties Suvra Chatterjee and Subhankar Chatterjee on 04.09.2023 gifted **ALL THAT** piece and parcel of undivided undemarketed portion of land measuring more or less 100 Sq. Ft. be the same a little more or less, along with 50Sq. Ft structure out of ALL THAT the piece and parcel of Land measuring about 5 (Five) Cottah 1 (One) Chittack 17.55 Sq. Ft. (i.e., 340.29 SQ.M.) be the same a little more or less, together with 500 Sq. Ft one-storied residential building sanding thereon with a common private passage measuring about 6 (Six) Chittack 32.57 Sq. Ft. (28.11 Sq. Mt.) on the North side having a total land area of **368.40 SQ.M. i.e. 5 (five) Cottah 8 (eight) Chittack** be the same a little more or less, lying and situated at **Premises No. 87/B/1C**



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Raja Subodh Chandra Mullick Road, Kolkata-700047, under Mouza Baishnabghata, appertaining to C.S. Plot No. 122, J.L. No. 28, Post Office- Naktala, under Police Station- Netaji Nagar (erstwhile Patuli), within in the Jurisdiction of Ward No.100 of Kolkata Municipal Corporation, Borough: X, Under the Jurisdiction of Additional District Sub-Registrar at Alipore, District-South 24 Parganas, in the State of West Bengal to and in favour of Smt. Runa Kundu which was duly registered in the office of the District Sub-Registrar-I, Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1601-2023, pages from 69554 to 69575, being No. 160102036 for the year 2023.

S. Therefore said Runa Kundu on 04.09.2023, gifted **ALL THAT** the piece and parcel of undivided and undermarketed Bastu land measuring about 100 Sq. Ft. out of **3 (Three) Cottah 3 (Three) Chittack 42 (forty-two) Sq. ft.** (217.11 Sq.Mt.) be the same a little more or less, together with half of the 8 feet wide passage in the South i.e. 4 feet wide passage i.e., 6 Chittacks 33 Sq. Ft. (28.11 Sq.Mt.) in the South, out of total land of area 3(Three) Cottah 10 (Ten) Chittack 30 (Thirty) Sq.Ft. (245.22 Sq.Mt.) along with an undivided, undermarketed one-storied single structure measuring about 50 Sq. Ft. be the same a little more or less out of 554 Sq. Ft. and other rights such as gas, electric, telephone lines, drainage, lying and situate at K.M.C. premises No. 87/B/1B Raja Subodh Chandra Mullick Road, Post Office- Naktala, Police Station- Netaji Nagar, Kolkata-700047, being Assessee No. 211000802339 under Mouza -Naktala, appertaining to Plot No.408 (Part), J.L. No. 32, Revenue Survey 14, Touzi No. 56, Khatian No. 323, within in the Jurisdiction of Ward No. 100, Borough: X, Kolkata Municipal Corporation, under the Jurisdiction of Additional District Sub-Registrar at Alipore, District-South 24 Parganas, in the State of West Bengal, which was duly registered in the office of the District Sub-Registrar-I, Alipore, South 24-Parganas and recorded in Book No. I,



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Volume No. 1601-2023, pages from 69576 to 69600, being No. 160102037 for the year 2023.

T. Thereafter the landowners herein duly applied for amalgamation of their property vide Kolkata Municipal Corporation Case No. M/100/18-Sep-23/1121 dated 18.09.2023,' accordingly the Kolkata Municipal Corporation duly amalgamated the said property as premises Number 87/B/1B, Raja Subodh Chandra Mullick Road, Post Office-Naktala, Police Station – Netaji Nagar, Kolkata – 700047 and issued a fresh assessee no. 211000802339 in favour of all the landowners. Thereafter they started jointly enjoying the said property absolutely after paying the regular taxes.

U. That after entering into this development agreement on 27th June 2023 due to some unavoidable circumstances the development agreement could not be continued and/or proceeded therefore, the parties herein have now mutually decided to cancel the said Development Agreement dated 27th June 2023 and accordingly a cancellation of the development agreement executed on 29th September 2023 being no. ~~15507~~ for the year 2023.

V. The present Land Owners herein, while jointly enjoying absolute ownership of **ALL THAT** piece and parcel of Bastu Land measuring an area of 9 (Nine) Cottah 2 (Two) Chittack 30 Sq. Ft. (i.e., 613.1601 Sq. Mt). be the same a little more or less, along with a structure standing thereon measuring about 1054 Sq. Ft lying and situated at Premises No. **87/B/1B** Raja Subodh Chandra Mullick Road, Kolkata-700047, being Assessee No. 211000802339 under Mouza Baishnabghata, appertaining to Plot No. 408 (Part), Revenue Survey No. 14, Touzi No.56, Khaitan No. 323, C.S. Plot No. 122, J.L. No. 28 and 32, Post Office-Naktala, under Police Station- Netaji Nagar (formerly Patuli), within in the Jurisdiction of Ward No. 100 of Kolkata Municipal Corporation, Borough: X, within the Jurisdiction of Additional District Sub-Registrar at Alipore, District-South 24 Parganas, in



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the State of West Bengal decided to execute a development agreement in order to construct a multi-storied building on the aforesaid premises which is more fully described in the First Schedule hereunder written on some terms and conditions appearing hereinafter for consideration of their land stipulated in this **DEVELOPMENT AGREEMENT** and based on sharing of total built up area between the developer and the owners of the proposed building to be constructed on the said premises by the developer.

W. The owners, after reviewing the aforesaid proposal by the Developer to develop their said **ALL THAT** piece and parcel of Bastu Land measuring an area of 9 (Nine) Cottah 2 (Two) Chittack 30 Sq. Ft. (i.e., 613.1601 Sq. Mt). be the same a little more or less, along with a structure standing thereon measuring about 1054 Sq. Ft lying and situated at Premises No. **87/B/1B** Raja Subodh Chandra Mullick Road, Kolkata-700047, being Assessee No. 211000802339 under Mouza Baishnabghata, appertaining to Plot No. 408 (Part), Revenue Survey No. 14, Touzi No.56, Khaitan No. 323, C.S. Plot No. 122, J.L. No. 28 and 32, Post Office-Naktala, under Police Station- Netaji Nagar (formerly Patuli), within in the Jurisdiction of Ward No. 100 of Kolkata Municipal Corporation, Borough: X, within the Jurisdiction of Additional District Sub-Registrar at Alipore, District-South 24 Parganas, in the State of West Bengal, more fully described in the **FIRST SCHEDULE** hereunder written and which is owned and possessed by the owners herein subject to the terms and conditions hereinafter contained, have agreed to permit the Developer to develop the said property on some terms and conditions and consideration of their land as stipulated in this **DEVELOPMENT AGREEMENT**.

X. In accordance with this development agreement The Landowners will entitled to get as follows;

ALL THAT entire 70% (Seventy) of Total F.A.R. of the entire newly constructed Ground Plus Four Storied Residential Building standing thereon in the First Schedule mentioned land along with an undivided



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proportionate share in the land together with the right to use and enjoy all common areas, common facilities, amenities to be provided in the said premises. It is specifically agreed by and between the parties that if the sanctioned area increases or decreases from the aforementioned area then the same will be shared by the parties on 70:30. The Landowners will be entitled to get out of the total proposed sanctioned buildup area as follows:

A. First and Second Land Owners:

ALL THAT entire 30% (Thirty) of Total F.A.R. of the entire newly constructed Ground Plus Four Storied Residential Building standing thereon in the First Schedule mentioned land along with undivided proportionate share in the land together with right to use and enjoy all common areas, common facilities, amenities to be provided in the said premises by the Developer. A sum of Rs.50,00,000/- (Rupees Fifty lakhs only) as a nonrefundable forfeited amount, details of which are mentioned in the memo of consideration herein below. As per agreed terms, the area that will be provided to the tenant of the First and Second landowners will be deducted from the First and Second land owner's allocated commercial area on the second floor. If upon submission of the proposed building plan with the Kolkata Municipal Corporation as per circular No.4, if any additional floor/floors are sanctioned by the said Corporation, then the land owners Suvra Chatterjee and Subhankar Chatterjee First and Second Land owners herein will entitle to get Buildup area of 900 Sq.Ft. (Super build-up area of 1080 Sq. Ft.) on the 5th Floor as per sanction area of the additional floors along with undivided share over the First schedule mentioned property.

B. Third Land Owner:

ALL THAT entire 40% (Forty) of Total F.A.R. of the entire newly constructed Ground Plus Four Storied Residential Building standing thereon in the



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First Schedule mentioned land along with undivided proportionate share in the land together with right to use and enjoy all common areas, common facilities, amenities to be provided in the said premises by the Developer. As per the agreed terms, the area that will be provided to the tenant of the Third Landowner will be deducted from the Third Land owner's allocated commercial area on the Ground Floor. Together with all common facilities and amenities, share in common area of the newly constructed Building.

Y. In accordance with this development agreement, the Developer will be entitled to get as follows;

All other remaining 30% (Thirty) of the total F.A.R in the newly constructed Ground Plus Four Storied Residential Building standing thereon in the First Schedule mentioned land together with undivided proportionate share in the land and common areas and facilities of the Ground Plus Four storied building save and except the Land Owner's Allocation. If upon submission of the proposed building plan with the Kolkata Municipal Corporation as per circular No.4, if any additional floor/floors are sanctioned by the said corporation, then the Developer will be entitled to get a Built-up area of 2100 Sq. Ft. (Super build-up area of 2520 Sq. Ft.) on the 5th Floor as per sanction area of the additional floors along with undivided share over the First schedule mentioned property. Together with all common facilities and amenities, share in common area of the newly constructed Building.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN AS FOLLOWS:

ARTICLE - I

DEFINITIONS

I. PREMISES: shall always mean **ALL THAT** piece and parcel of Bastu Land measuring an area of 9 (Nine) Cottah 2 (Two) Chittack 30 Sq. Ft. (i.e.,



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613.1601 Sq. Mt). be the same a little more or less, along with a structure standing thereon measuring about 1054 Sq. Ft lying and situated at Premises No. **87/B/1B** Raja Subodh Chandra Mullick Road, Kolkata-700047, being Assessee No. 211000802339 under Mouza Baishnabghata, appertaining to Plot No. 408 (Part), Revenue Survey No. 14, Touzi No.56, Khaitan No. 323, C.S. Plot No. 122, J.L. No. 28 and 32, Post Office-Naktala, under Police Station- Netaji Nagar (formerly Patuli), within in the Jurisdiction of Ward No. 100 of Kolkata Municipal Corporation, Borough: X, within the Jurisdiction of Additional District Sub-Registrar at Alipore, District-South 24 Parganas, in the State of West Bengal, more fully described in the **FIRST SCHEDULE** and written hereunder or howsoever else the said premises will be or shall be known, numbered, called or distinguished.

II. PLANS: shall mean the plans, drawings, and specifications of the building to be prepared by the developer's authorized qualified person and to be sanctioned by the Kolkata Municipal Corporation for construction of Basement Plus Ground plus Four (G+B+IV) storied residential-cum-commercial building on the premises PROVIDED THAT it shall include all alterations and/or modification therein made from time to time with the approval of the Kolkata Municipal Corporation any additional construction will be the part of this plan or revised plan obtain from the Municipal Corporation.

III. BUILDING: shall mean the residential Basement Plus Ground Plus Four(B+G+IV) storied, with necessary additional rooms like a pump house, caretaker/darwan's rooms, servant's toilets and shall include the car parking spaces and other spaces intended for the enjoyment of the building by its occupants.

IV. OWNERS AND DEVELOPER: shall mean and include his/its respective transferees/nominees or their assigns.



V. COMMON AREAS AND FACILITIES: shall include:(a) Corridors, (b) stairways, (c) main gate, (d) landings, (e) side spaces, (f) parking ways, (g) underground reservoirs, (h) overhead tanks, (i) common passages, (j) electric meter room, pump room, (k) outer walls of the main building (l) K.M.C. tap water lines, rain water pipelines, wastewater pipelines, (m) sewerage lines, (n) rooftop and (o) other spaces and facilities whatsoever required for establishment, location, enjoyment, provision, maintenance and/or management of the building and/or the common facilities or any of them thereon as the case may be. It is to be noted here that the owners/ purchasers of the residential portion of the building shall have the right to use the staircase/landing of the residential part, not the staircase/landing of the commercial part and the commercial owners/users shall have the right to use the staircase/landing of the commercial part not the staircase/landing of the residential part, only the fire exit door of the staircase/landing of the commercial part is attached with the staircase/landing of the residential part. The owners/ purchasers of the residential portion of the building shall have the right to use the rooftop but the commercial owners/users shall have not the right to use the rooftop, they only use it to attach dish-antenna or fire-fighting equipment.

VI. SALEABLE SPACE: shall mean built-up space in building the available for independent use and occupation together with the provision for common areas and facilities and the space required therefore.

VII. OWNER'S ALLOCATION: In accordance with this development agreement the Landowners will entitled to get as follows;

ALL THAT entire 70% (Seventy) of Total F.A.R. of the entire newly constructed Ground Plus Four Storied Residential Building standing thereon in the First Schedule mentioned land along with an undivided proportionate share in the land together with the right to use and enjoy all common areas, common facilities, amenities to be provided in the said



premises. It is specifically agreed by and between the parties that if the sanctioned area increases or decreases from the aforementioned area then the same will be shared by the parties on 70:30. The Landowners will be entitled to get out of the total proposed sanctioned buildup area as follows:

A. First and Second Land Owners:

ALL THAT entire 30% (Thirty) of Total F.A.R. of the entire newly constructed Ground Plus Four Storied Residential Building standing thereon in the First Schedule mentioned land along with undivided proportionate share in the land together with right to use and enjoy all common areas, common facilities, amenities to be provided in the said premises by the Developer. A sum of Rs.50,00,000/- (Rupees Fifty lakhs only) as a nonrefundable forfeited amount, details of which are mentioned in the memo of consideration herein below. As per agreed terms, the area that will be provided to the tenant of the First and Second landowners will be deducted from the First and Second land owner's allocated commercial area on the second floor. If upon submission of the proposed building plan with the Kolkata Municipal Corporation as per circular No.4, if any additional floor/floors are sanctioned by the said Corporation, then the land owners Suvra Chatterjee and Subhankar Chatterjee First and Second Land owners herein will entitle to get Buildup area of 900 Sq.Ft. (Super build-up area of 1080 Sq. Ft.) on the 5th Floor as per sanction area of the additional floors along with undivided share over the First schedule mentioned property.

B. Third Land Owner:

ALL THAT entire 40% (Forty) of Total F.A.R. of the entire newly constructed Ground Plus Four Storied Residential Building standing thereon in the First Schedule mentioned land along with undivided proportionate share in the land together with right to use and enjoy all common areas, common facilities, amenities to be provided in the said premises by the Developer. As per the agreed terms, the area that will be provided to the tenant of the



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Third Landowner will be deducted from the Third Land owner's allocated commercial area on the Ground Floor. Together with all common facilities and amenities, share in common area of the newly constructed Building.

VII. DEVELOPER'S ALLOCATION: In accordance with this development agreement the Developer will entitled to get as follows;

All other remaining 30% (Thirty) of the total F.A.R in the newly constructed Ground Plus Four Storied Residential Building standing thereon in the First Schedule mentioned land together with undivided proportionate share in the land and common areas and facilities of the Ground Plus Four storied building save and except the Land Owner's Allocation. If upon submission of the proposed building plan with the Kolkata Municipal Corporation as per circular No.4, if any additional floor/floors are sanctioned by the said corporation, then the Developer will be entitled to get a Built-up area of 2100 Sq. Ft. (Super build-up area of 2520 Sq. Ft.) on the 5th Floor as per sanction area of the additional floors along with undivided share over the First schedule mentioned property. Together with all common facilities and amenities, share in common area of the newly constructed Building.

VIII. ARCHITECT/ENGINEER: shall mean any qualified and specialized person or persons or firm or firms* to be appointed and nominated by the Developer as Architect/Engineers of the building to be constructed on the said premises.

IX. TRANSFEREE: shall mean the person or persons to whom any space of the Developer's Allocation would be transferred and the Flat will be used for residential/commercial purposes.

X. TRANSFER: with the grammatical variations shall mean transfer by means of conveyance and shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space



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in the newly proposed building to the indenting purchaser/purchasers thereof.

XI. TRANSFERER: shall mean who can transfer by means of conveyance and shall include transfer by possession and by any other means adopted for effecting transfer of space in the newly proposed building to the indenting purchaser/purchasers thereof.

XII. SINGULAR NUMBER: shall include plural numbers and vice versa.

ARTICLE - II

(TITLE AND INDEMNITIES)

I. The owners do hereby declare that the owners have a good marketable title to the said property, more fully described in the First Schedule hereto. No other persons have any right, title, interest claim, or demand whatsoever in the said property or any portion thereof. The owners have seized and possessed of or otherwise well and sufficiently entitled to enter into this promotional agreement with the Developer.

II. The owners do hereby declare that the said property, more fully described in the First Schedule hereto, is free from all encumbrances, liens, mortgages, charges, leases, claims, demands, and spenders whatsoever to the best of their knowledge.

III. The owners do hereby declare that there are some tenants/ lessee/licensee or trespasser in the said property or any portion thereof who are agreed on the development of the first schedule mentioned property.

IV. The owners doth hereby declare that by virtue of this Development agreement and subject to observance of the legal obligation created by this agreement, the Developer shall be entitled to construct and complete the proposed Basement Plus Ground Plus four (B+G+IV) storied building on the



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vacant premises if la permits. The Developer is entitled to the Developer's allocation in the proposed building which the said Developer will sell to the intending purchasers without any interruption or interference from the owners or any person or persons claiming through or under the owner.

V. THE DEVELOPER doth hereby undertake to do as follows:-

- a) Immediately after execution of this development agreement, the owners deliver vacant possession of the said property, more fully described in the First Schedule hereto.
- b) To prepare a building plan by his own Architects/Engineers at his cost.
- c) To obtain the sanction of the building plan by its costs.
- d) To obtain water connection from the Water Works Dept. under the Kolkata Municipal Corporation at its costs.
- e) After observing all the aforesaid conditions, the Developer at its costs will start and complete the construction of the owner's allocation in habitable condition within 24 months from the date of obtaining the sanction plan of the proposed building in respect of the premises. Before completion or handing over the owner's allocation to the owner, if thereby any unfortunate demise of the said owners happens, then the owner's allocation shall be handed over to the heirs of that owner, as per provision of law.

VI. The Developer undertakes to construct the building in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation.

VII. The Developer shall act as an independent contractor in constructing the building and also undertakes to keep the owners indemnified from and



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against any third-party claims and action arising out of any act or omission of the Developer in or relating to the construction of the building on the premises.

VIII. A shifting will be given to the tenants of the owners from the date of plan sanction.

ARTICLE – III
(CHOICE OF ARCHITECT AND STRUCTURAL ENGINEER)

Any Architect/Engineer of Kolkata who is empanelled as L.B.S. or L.B.A. of the Kolkata Municipal Corporation will be employed by the Developer.

ARTICLE – IV
(CONSIDERATION)

The consideration for granting the right of development to the Developer by the owners and also consideration of undivided and proportionate share of the land of the premises appurtenant to the Developer's allocation would be adjusted against the cost of construction partly and partly by cash consideration to be incurred by the Developer in respect of owner's allocation.

ARTICLE – V
(QUALITY / SPECIFICATION)

'A' class construction shall be built by the Developer using standard quality building materials. Details of the technical specification of the Flats in the Owners Allocation in the building are given in the schedule of specification annexed herewith and marked as Annexure – A.

ARTICLE – VI
(OBLIGATIONS OF THE OWNER)



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I. That the owners of the said property may have to execute and/or register other deeds or deeds, documents or documents for the development of the said property and he will execute and register such deed or deeds, document or documents and shall sign or fill up any applications or forms or affidavits if required for the said purpose by the Developer at its costs and shall assist and cooperate with Developer for development of the said property in all respects.

II. The owners shall from their own allocation hand over the commercial space to the recorded tenant over the First scheduled mentioned property. The landowners will in no way be liable to hand over any possession to the tenants from their own allocation. Be it mentioned here that if any other person/s or tenant claims or demands any constructed area in that event the said area shall be allotted from owners' allocation on 2nd floor.

III. If the land owners fail to convince the tenants to develop the first schedule-mentioned property, then the land owners will refund the deposit amount to the developer with interest at the rate of 9% p.a.

IV. The owners shall sign the building plan and other relevant papers and documents to be filed before the Kolkata Municipal Corporation or any other department for obtaining the sanction of the building plan in respect of the premises or for the purpose of carrying on the project.

V. The owners shall appoint nominate and constitute the developer represented through one of the directors namely Sri Gopal Kundu, son of Late Dasarath Kundu, resident of 8/1A, Baishnabghata Bye Lane, Post Office- Naktala, Police Station- Netaji Nagar, Kolkata – 700047, one of the directors herein, as his lawful attorney in his name and on his behalf to do all work regarding development of the said property and to sell the Developer's allocation to the intending purchasers.



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VI. The Owners shall pay income tax, wealth tax, GST, etc. If applicable, on the valuation of the owner's allocation only and also previous K.M.C taxes, till the execution of this Development Agreement. The Developer shall be liable to pay Income Tax on the earnings from the selling price of several Flats, and car parking spaces together with common areas and common facilities in the developer's allocation.

VII. The owners doth hereby deliver the original title deed/s, tax receipts, CESC bills other original papers and documents relating to the said property to the Developer, simultaneously with the execution of the agreement and the Developer shall be entitled to retain the original title deed and other original papers till all the Flats and/or car parking spaces in the Developer's allocation are transferred to the intending purchaser/purchasers by registering the deed of conveyances and after full completion of the proposed building and completion of the sale process of the Developer's allocation, the Developer shall return the aforesaid original documents to the owners.

VIII. The owners shall extend their best possible cooperation to the Developer for smooth carrying on the project.

IX. The owners doth hereby grant an exclusive right to the Developer to build upon and to construct thereon a residential Basement plus Ground plus Five storied buildings on the said property.

X. All applications, plans, and other papers and documents, referred to hereinbefore, shall be submitted by the Developer in the name of the owners but otherwise at the costs and expenses in all respects of the Developer, and the Developer shall pay and bear all submissions and other like fees, charges, and expenses required to be paid or deposited for sanction of the plan, altered plan or modified plan for construction of the building on the premises. Provided always that the Developer shall be



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exclusively entitled to all refunds and/or all payments and/or deposits made by the Developer.

XI. The owners shall render to the Developer all reasonable assistance necessary to obtain all sanctions, permissions, clearances, approvals, and/or authorities and/or to do any other act, thing, or matter and/or to directly collect or receive back any refunds or other payments or deposits made by the Developer to any authority or authorities and shall further grant a **DEVELOPMENT POWER OF ATTORNEY** in favour of the Developer or its nominee or nominees to develop the premises and/or to construct, erect and complete the said building on the premises, to dispose of the Flats and car parking spaces in Developer's allocation by execution and registration of the Deed of Conveyance.

XII. After getting delivery of possession of the owner's allocation, the owners shall be liable to bear proportionate share of the taxes levied by the Kolkata Municipal Corporation in respect of the premises.

ARTICLE – VII

(OBLIGATIONS OF THE DEVELOPER)

I. The Developer shall at its own costs construct building on **ALL THAT** piece and parcel of Bastu Land measuring an area of 9 (Nine) Cottah 2 (Two) Chittack 30 Sq. Ft. (i.e., 613.1601 Sq. Mt). be the same a little more or less, along with a structure standing thereon measuring about 1054 Sq. Ft lying and situated at Premises No. **87/B/1B** Raja Subodh Chandra Mullick Road, Kolkata-700047, being Assessee No. 211000802339 under Mouza Baishnabghata, appertaining to Plot No. 408 (Part), Revenue Survey No. 14, Touzi No.56, Khaitan No. 323, C.S. Plot No. 122, J.L. No. 28 and 32, Post Office-Naktala, under Police Station- Netaji Nagar (formerly Patuli), within in the Jurisdiction of Ward No. 100 of Kolkata Municipal Corporation, Borough: X, within the Jurisdiction of Additional District Sub-Registrar at Alipore, District-South 24 Parganas, in the State of West Bengal in



accordance with the sanctioned building plan of the K.M.C. obtained in respect of premises and accordance with the specification approved by the Architect/Engineer and the specification of materials stated hereinbefore shall be used by the Developer in the construction of the owner's allocation of the building.

II. The Developer shall construct and provide the said building at its own cost, within a period of 24 months after receiving the sanctioned plan by the K.M.C. underground water storage tank and overhead reservoir required to be provided in the building in terms of the said building plan or under any application of statutory bye-laws and regulations or under any sanction or approval relating to the construction of the building on the premises.

III. The Developer shall be authorized in the name of the owners, in so far as necessary, to apply for and to obtain quotas, establishments and other allocations for cement, steel, bricks and other materials allocable to the owners for the construction of the proposed building and similarly to apply for and to obtain temporary and/or permanent connections of water, electricity and sewerage to the building and other inputs and facilities for the construction or enjoyment of the building. The Developer hereby undertakes to construct the building diligently and expeditiously to make over the owner's allocation within the time stipulated hereinbefore unless prevented by the circumstances beyond his control.

IV. The Developer shall be acting on behalf of the owners, as an attorney of the owners and be entitled to submit any plan or revised plan or modify or after plan or plans to the Kolkata Municipal Corporation or any appropriate authority or authorities on behalf of the owners to enable the Developer to construct the said building on the said premises and to obtain all such clearance, approvals, permission and/or authorities as shall be necessary for the purpose of construction of building on the premises. The



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owners shall extend their best possible cooperation to the aforesaid functions of the Developer.

ARTICLE - VIII

(THE DEVELOPER'S SPECIAL RIGHT TO ENTER INTO AGREEMENT FOR SALE WITH THE INTENDING PURCHASER/S)

I. During the subsistence of this agreement, the Developer will be at liberty to enter into any agreement for sale in respect of the Flats and car parking spaces under the Developer's allocation more fully described in the **THIRD SCHEDULE** hereto and to receive advances or earnest money whatsoever from such intending purchaser or purchasers, provided that the owners shall have no pecuniary obligations to refund such earnest money to such intending purchaser or purchasers. It is always provided that for delivery of possession of the Flats and car parking spaces more fully described in the **THIRD SCHEDULE** hereunder to the intending purchasers, there shall be a privity of contract between the Developer and the intending purchasers in respect of the Developer's allocation.

II. In consideration of the Developer having agreed to construct, erect and deliver up the owner's allocation, the owners shall grant, right, title, interest and convey and/or transfer and/or assign the Developer's allocation to the Developer or to his intending purchasers or nominee or nominees.

III. The Developer will be at liberty to give insertions in the newspapers inviting purchasers for the same Flats, and car parking spaces in his allocated portion and shall also be entitled to fix up or hang any hoardings in the premises inviting intending purchasers.

ARTICLE - IX

(COMMON FACILITIES)



I. After the Developer is put in possession of the said property, the Developer shall be liable to make payment of all the property taxes, due corporation taxes, and other outgoings in respect of the said property until such time the building is completed.

II. As soon as the construction of the owner's allocation will be fully completed with water supply, power connections etc., the Developer shall give written notice to the owners requiring the owner's possession of the owner's allocation in the proposed building within 15 days from the date of receipt of the said notice and at all times thereafter i.e., after receipt of the said notice, the owners shall be exclusively responsible for payment of all K.M.C. and property taxes, rates, imposition whatsoever payable in respect of the owner's allocation and in case such taxes, rates or impositions are not separately demanded by the K.M.C. or any other authorities only for owners allocation, then the owners shall be responsible for payment of such taxes, rates or impositions in proportion to their share of the total built of area.

III. As and from the date of 15 days after the service of the notice of possession, the owners shall also be responsible for paying and bear and shall forthwith pay on demand to the developer, the proportionate share of service charges for the common facilities in the building payable concerning the owner's allocation, such charges to include water, fire and scavenging charges, taxes, light, sanitation, maintenance operation, repair and renewal charges, bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building as well as for all common wiring, pipes, electrical and mechanical equipment's, switch gear, pumps, motor and other electrical and mechanical installations, appliances and equipment, stairways, landings, passageways, pathways and other common facilities whatsoever including erection of a sinking fund.



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IV. The owners shall not only grant, right, and interest to the Developer in respect of the Developer's allocation more fully described in the **THIRD SCHEDULE** hereto but shall also effectively execute and register conveyances in favour of the Developer's nominated intending purchaser/s in respect of Developer's allocation. Such conveyances shall be jointly executed and registered by the owners with the Developer. The owners shall sell, convey, and transfer an undivided proportionate share of land of the premises and the Developer shall sell, convey and transfer flats, car parking spaces and common areas and facilities. The stamp duties, registration fees and incidental expenses shall be borne by the Developer or his nominated purchaser/s. The draft of such conveyance and registration of such conveyance shall be done by the Developer's Ld. Advocate.

V. After an association is formed by all the Flat purchasers in the Developer's allocation and the owners in respect of the said building and registered under the West Bengal Apartment Ownership Act, 1972 within a reasonable time, the Developer will hand over management of the common areas and facilities and fund to the said association and the original documents.

ARTICLE - X

(NAME OF THE BUILDING)

The name of the building is proposed by the owners of the land.

ARTICLE - XI

(COMMON RESTRICTIONS)

The Owners allocation in the building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the building intended for the common benefit of all occupiers of the building which shall include as follows:-

- i)** The owners or the developer or any of their transferees, assignees or sub-lessees, or tenants shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any



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obnoxious, illegal and immoral trade or activity nor use or allow the user thereof for any purpose which may create a nuisance or hazard to the other occupier of the building. The Owners or the Developer or the intending purchaser/s of Flats in the said proposed building or their nominee or nominees or their legal heirs or successors shall not be entitled or be allowed to run a business or do any commercial activities in the said proposed building.

ii) The Owners or the Developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous permission in writing of the Kolkata Municipal Corporation (Building Department) and/or Management of the Society/ Association or Holding Organization.

iii) The owners shall not transfer or permit to transfer of the owner's allocation or any portion thereof unless:

a) The Owners have observed and performed all the terms and conditions on the part of the owners to be observed and performed and in particular before acceptance of delivery of possession of owners allocation.

b) The Owners upon obtaining possession of the owner's allocation, shall pay to the Developer or the Association on the headings K.M.C. taxes, property taxes, service charges, electricity bills, maintenance charges, repair charges, and replacement of equipment charges, if any, proportionately.

c) The proposed transferees shall have given a written undertaking to the Developer or the Association, as the case may be, to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area in their possession.



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iv) The Owners and the Developer and their transferees shall abide by the laws. Bye-laws, rules and regulations of the Government, local bodies, as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said by-laws, rules, and regulations.

v) The Owners and the Developer and their transferees shall keep the interior and walls, sewers, drains, pipes, and other fittings and fixtures and appurtenances and floor and ceiling, etc. In their respective allocations in the building in good working condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the owners or the developer and other occupiers of the building as the case may be, indemnified from and against the consequences of any breach.

vi) The Owners or the Developer or all the transferees will not do or cause or permit to be done any act or thing which may render void/voidable any insurance of the building or any part thereof and shall keep the Owners or the Developer and other Occupiers of the building as the case may be, harmless and indemnified against the consequences of any breach.

vii) No goods shall be kept by the Owners or the Developer or their transferees for display in the corridors, landing, and the common areas, meant for the common use of all the Flat owners and hindrance shall be caused in any manner in the free movement in the common areas and in case any such hindrance is caused, the Developer or the Management of the Society/Association/Holding Organization shall be authorized to remove the same at the risk and cost of the person who keeps such goods or creates such hindrance.

viii) The Owners or the Developer or its transferees shall not throw, or accumulate any dirt, rubbish, waste, or refuse or permit the same to be



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thrown or accumulated in or about the building or in the compounds, landing, stairs or any other portion or portions of the said building.

ix) The Owners or the Developer or their transferees shall permit the Developer or the Management of the Society/Association/Holding Organization or its servants and agents with or without workmen at all reasonable times, to enter into, upon their respective allocation in the building and any part thereof to view and examine the state and condition thereof and the Owners or the Developer or any of their transferees, as the case may be shall rectify immediately upon receipt of such notice, all such defects of which notice in writing shall be given by the Developer or the Management of the Society/Association/Holding Organisation.

x) The Owners or the Developer or its transferees shall permit the Developer or the Management of the Society/Association/ Holding Organisation and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or for the purpose of repairing, maintaining rebuilding, cleaning, lighting, and keeping in order and good condition, any common facilities and/or for the purpose of maintaining, repairing and testing drains, gas and water pipes and electric wires and for any similar purpose.

xi) All the common restrictions herein agreed upon shall apply to the Owners and the Developer and/or their respective transferees or assignees or any person claiming through them unless agreed upon by them in writing.

ARTICLE – XII
(MISCELLANEOUS)



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I. The Owners and the Developer have entered into this Development agreement purely on a principal-to-principal basis and nothing stated herein shall be deemed or construed as a partnership between the Developer and the Owners or as a joint venture or joint adventure between the Owners and Developer nor shall the Developer and the Owners in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.

II. The Developer shall not be considered to be in breach of any obligation to the extent that the performance in the relative obligation is prevented by the existence of a force majeure and shall be suspended for the duration of the force majeure. Force majeure shall mean irresistible compulsion or observation recognized as irresistible and shall include flood, earthquake, war, severe abnormal storm, tempest, civil commotion, state-wise strike and any other act beyond the control of the Developer affected thereby but shall not include normal bad weather or processions which are normal to the city of Kolkata.

III. It is understood that from time to time to enable the construction of the building by the Developer, various acts, deeds, matters, and things, not herein specifically referred to, may be required to be done by the Developer for which the Developer may require the authority of the Owners and various specifications and other documents may be required legally to be signed or made by the Owners relating to which no specific provision has been made herein. The Owners hereby authorize the Developer to do all acts, deeds, matters, and things and undertake forthwith upon being required by the Developer on their behalf to execute any such additional general or development power or powers of attorney and/or other authorization or authorizations as may be legally required by the Developer for the said purpose as also undertakes to sign and execute all such additional applications and other documents as may be required for the said purpose. All costs in this connection including legal costs and stamp



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duties and registration fees if any, including the legal expenses shall be paid and borne by the Developer.

IV. The Developer shall be entitled to frame scheme for the management and administration of the said building and/or common areas and facilities thereof. The parties hereto agree to abide by all such rules and regulations of such management, society, association, or holding organization and hereby give their consent to abide by the same.

V. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the Owner, if delivered by hand or sent by prepaid registered post and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post, to be sent to the address of the Developer.

VI. Nothing in these presents shall be construed as a demise or assignment, conveyance in law by the Owners of the said property or any part thereof to the Developer as creating any right, title, or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.

VII. After completion of the Owner's allocation of the said building with provision of water supply, power connection, and the staircase, the Developer shall be entitled to complete the building as per the sanctioned plan of the K.M.C. according to his time and convenience.

ARTICLE - XIII

(ADJUDICATION OF DISPUTES)

I) In case any dispute and differences arise between the parties hereto regarding committing any breach of any terms or obligations to be observed by any party under this agreement or regarding construction, interpretation, determination of rights, duties, determination of



compensation/liabilities touching these presents, the same shall be referred to arbitration to be held by a sole arbitrator under the Arbitration and Reconciliation Act, 1996.

II) In connection with the aforesaid arbitration proceedings, the Ld. District Judge, 24-Parganas (South) at Alipore alone shall have jurisdiction to receive, entertain, try, and determine all actions and proceedings.

**FIRST SCHEDULE ABOVE REFERRED TO
(The said Premises)**

ALL THAT piece and parcel of Bastu Land measuring an area of 9 (Nine) Cottah 2 (Two) Chittack 30 Sq. Ft.' (i.e., 613.1601 Sq. Mt). be the same a little more or less, along with a structure standing thereon measuring about 1054 Sq. Ft lying and situated at Premises No. **87/B/1B** Raja Subodh Chandra Mullick Road, Kolkata-700047, being Assessee No. 211000802339 under Mouza Baishnabghata, appertaining to Plot No. 408 (Part), Revenue Survey No. 14, Touzi No.56, Khaitan No. 323, C.S. Plot No. 122, J.L. No. 28 and 32, Post Office-Naktala, under Police Station- Netaji Nagar (formerly Patuli), within in the Jurisdiction of Ward No. 100 of Kolkata Municipal Corporation, Borough: X, within the Jurisdiction of Additional District Sub-Registrar at Alipore, District-South 24 Parganas, in the State of West Bengal, which is butted and bounded as follows.

ON THE SOUTH:	88/1, Raja Subodh Chandra Mullick Road.
ON THE NORTH:	87B/1B, Raja Subodh Chandra Mullick Road
ON THE WEST:	194 Ramgarh Colony & 193/1 Ramgarh Colony
ON THE EAST:	Raja Subodh Chandra Mullick Road

SECOND SCHEDULE ABOVE REFERRED TO



(Owner's Allocation)

ALL THAT entire 70% (Seventy) of Total F.A.R. of the entire newly constructed Ground Plus Four Storied Residential Building standing thereon in the First Schedule mentioned land along with an undivided proportionate share in the land together with the right to use and enjoy all common areas, common facilities, amenities to be provided in the said premises. It is specifically agreed by and between the parties that if the sanctioned area increases or decreases from the aforementioned area then the same will be shared by the parties on 70:30. The Landowners will be entitled to get out of the total proposed sanctioned buildup area as follows:

A. First and Second Land Owners:

ALL THAT entire 30% (Thirty) of Total F.A.R. of the entire newly constructed Ground Plus Four Storied Residential Building standing thereon in the First Schedule mentioned land along with undivided proportionate share in the land together with right to use and enjoy all common areas, common facilities, amenities to be provided in the said premises by the Developer. A sum of Rs.50,00,000/- (Rupees Fifty lakhs only) as a nonrefundable forfeited amount, details of which are mentioned in the memo of consideration herein below. As per agreed terms, the area that will be provided to the tenant of the First and Second landowners will be deducted from the First and Second land owner's allocated commercial area on the second floor.

If upon submission of the proposed building plan with the Kolkata Municipal Corporation as per circular No.4, if any additional floor/floors are sanctioned by the said Corporation, then the land owners Suvra Chatterjee and Subhankar Chatterjee First and Second Land owners herein will entitle to get Buildup area of 900 Sq.Ft. (Super build-up area of 1080



Sq. Ft.) on the 5th Floor as per sanction area of the additional floors along with undivided share over the First schedule mentioned property.

B. Third Land Owner:

ALL THAT entire 40% (Forty) of Total F.A.R. of the entire newly constructed Ground Plus Four Storied Residential Building standing thereon in the First Schedule mentioned land along with undivided proportionate share in the land together with right to use and enjoy all common areas, common facilities, amenities to be provided in the said premises by the Developer. As per the agreed terms, the area that will be provided to the tenant of the Third Landowner will be deducted from the Third Land owner's allocated commercial area on the Ground Floor. Together with all common facilities and amenities, share in common area of the newly constructed Building.

**THIRD SCHEDULE, ABOVE REFERRED TO
(Developer's Allocation)**

All other remaining 30% (Thirty) of the total F.A.R in the newly constructed Ground Plus Four Storied Residential Building standing thereon in the First Schedule mentioned land together with undivided proportionate share in the land and common areas and facilities of the Ground Plus Four storied building save and except the Land Owner's Allocation. If upon submission of the proposed building plan with the Kolkata Municipal Corporation as per circular No.4, if any additional floor/floors are sanctioned by the said corporation, then the Developer will be entitled to get a Built-up area of 2100 Sq.Ft. (Super build-up area of 2520 Sq. Ft.) on the 5th Floor as per sanction area of the additional floors along with undivided share over the First schedule mentioned property. Together with all common facilities and amenities, share in common area of the newly constructed Building.



ANNEXURE – A
(SCHEDULE OF SPECIFICATION)

Technical specifications of the proposed building as will be constructed by the Developer are given hereunder:

1.	R.C.C. work	Reinforced cement concrete for the column, beam, slab, etc. as per drawing. Cement should be used by – ACC, Lafarge, Birla, and Ultra Tech.
2.	Brick	1 st Class Brick or 2 nd Class picket will be used for 10", 8", 5", and 3" brickwork mortar; the ratio (sand: cement) shall be 6:1, 5:1, and 4:1 respectively. Soling Brick would be used in case of only soling purposes.
3.	Plasterwork	Any wall plaster (inside or outside), and any ceiling plaster will be in the respective ratio of 6:1 and 4:1 & ceiling
4.	Floor work	Vitrified Tiles flooring. Vitrified Tiles are properly cut (size 2ft*2ft, more or less) and polished (2 times cut with the machine and after that finished with acid with the machine for one time). The kitchen slab will be filled with Granite.
5.	Wall work	4" skirting or Dado up to 7' height tiles will be fitted in the bath-rooms, cooking wall platform and the adjacent wall tiles will be fitted up to 2' height in the kitchen.
6.	Door Frame	4" x 2½" Sal wood door frame according to the door size for the main door, all other doors would be 3" x 3", and kitchen and toilet doors would be 3"x2½".
7.	Doors	The main door will be 35mm thick and other inside doors will be 35mm thick phenol bonded flush door



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29 SEP 2023

		finished with wood primer and painting and necessary fittings. Inside door shutters will be 35mm thick. C.P. or TATA PRAVESH
8.	Windows	PVC window with M.S. Grill (Straight lane design) of 5mm strip with iron stay and handle covered with 3mm glass (P-Net) properly painted with primer. All Aluminium windows are made with Door-type glass and mosquito screens.
9.	Water Supply	The main source of water will be the supply of Corporation Water will be stored in an underground reservoir and lifting of water to the overhead reservoir will be done by a 1 H.P. electric operated pump (standard made). Water will be supplied to each flat from the overhead tank.
10.	Sanitary & Plumbing:	The sewerage line inside the premises of the proposed building shall be connected with the Corporation's sewer through the master trap (underground), all soil pipe will be of P.V.C. 4" dia, and will be properly fixed with the wall and concealed to pit. Main water line from the road to the underground reservoir & the overhead reservoir to each flat will be by ¾" tube of standard make P.V.C. All the internal connections viz. Inside the bathroom, and kitchen, of ½" P.V.C. tube (HDP) of standard make open system P.V.C. rainwater pipe will be used for roof water disposal.
11.	Bathroom	English type all would be open (non-concealed) with Cistern. All porcelain material will be of Hind Ware / Jaguar / Parry Ware and white colour. Two



DISTRICT SUB REGISTRAR-III
SOUTH ARCTIC ALIPORE
29 SEP 2023

		nos. of Bib clock and 1 no. A shower connection will be provided.
12.	Basin/Sink	Three basins of white colour will be provided. One basin will be provided in the Dining Hall and another will be provided in two toilets. One Sink will be provided in the kitchen.
13.	Electric	Electrical fittings such as bulbs, tubes, fans, bells, exhaust fans, etc. will not be provided. Expenses towards meter deposit, service charges, or any expenses towards CESC will be borne by the Developer. Arrangements for the main line laying will be done by the Developer.
14.	Common Point	Common Point for main gate passage surrounding the building pump room stair gate land, terrace.
15.	Bedrooms	2 light points, 1 fan point, 5 Amp. Plug point at board (concealed) 1 AC point.
16.	Dining/ Drawing	2 light points, 2 fan points, 1 plug point (5 Amp) at Board, 1 power point (15 Amp) for Freeze (Concealed).
17.	Bathroom	1 light point, 1 power point (15 Amp) at Board (Concealed), 1 (one) Geyser & Exhaust Fan point.
18.	Kitchen (Con)	1 light point, 2 power points - 1 power point with 5 Amp and another 1 power point with 15 Amp at Board, 1 exhaust fan point.
19.	Balcony	1 light point (Concealed).& Fan Point



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SOUTH 24 PGS ALIPORE
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20.	Covering of roof:	The Roof will be covered fully with a GI sheet, to protect it from rain and heat. The structure should be stable and have sufficient slope to drain away the rainwater with the help of a channel at the edge of the slope.
21.	Roof Treatment	The roof will be treated by I.P.S. floor, net cement finish after chemical works.
22.	Pavement Parking	3" flat soling Jhama soling 1" cement concrete with ¼" stone chips cement and sand 4:3:1 ratio finished with neat cement, rope lining.
23.	Main Gate	Made with the M.S. Bar (Modern design with locking arrangement)
24.	Painting	Putty rooms and outside two coats weather coat. 1 coat primer and 2 coats enamel painted doors, windows, and grills. Interior painting (premium brand) will be borne by the Developer.
25.	Lift/Elevator	An electrically operated lift, with a capacity of carrying 4 passengers at a time of manufacturer "Greenline / Adams" will be provided with an RCC lift Shaft.
26.	Extra Work	Every wire will be of Havel's/Fenolex brand and switch plugs etc. of Crabtree/Anchor Brand and switchboard will be plastic sheet. Any extra item should be charged in the following manner of the extra item (current Market value) plus 20% extra. Any alternative item should be charged in the following manner: Cost of alternative item cost of the original item (current rate) plus 20% extra.



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SOUTH MADRAS ALIPORE
29 SEP 2023

MEMO OF CONSIDERATION

RECEIVED the sum of Rs.50,00,000/- (Rupees Fifty Lakhs) only by the Land Owners No. 1 and 2, being the forfeited amount under this Agreement as per Memo written below.

1.	By Cheque No. 518898 dated 27.06.2023 drawn on Indian Bank, Naktala Branch.	Rs. 42,00,000/-
2.	By Cheque No. 518899 dated 27.06.2023 drawn on Indian Bank, Naktala Branch.	Rs.3,00,000/-
3.	TDS as applicable over the entire payment.	Rs. 5,00,000/-
TOTAL RUPEES ONE FIFTY LAKHS ONLY		Rs.50,00,000/-

Witnesses:

1. *Asto pada Maji*
19 T. B. G. Dye Lane
Kal- 47.

Balun Malik

Suena Chatterjee
Subhankar Chatterjee

**SIGNATURE OF THE LAND
OWNERS NO. 1 & 2**

(Two diagonal lines indicating signatures)



DISTRICT SUB REGISTRAR-III
SOUTH M.D.S. ALIPORE
29 SEP 2023

IN WITNESS WHEREOF the **PARTIES** herein put their respective signatures on the day, month, and year first above written.

SIGNATURE OF THE LAND OWNERS

Swara Chatterjee
2. *Subhankar Chatterjee*
Rune Kundu

**SIGNED, SEALED &
DELIVERED** by within named
**ORIGINAL LAND OWNERS AND
DEVELOPER** in the presence of
WITNESSES at Kolkata.

As to pade mji

SIGNATURE OF THE DEVELOPER

G. P. Housing Pvt. Ltd.
Gopal Kundu
Director

Barbra Mahlich
28, Brahmapur place
Kol- 700096.

**DRAFTED BY ME AS PER
INSTRUCTION AND
DOCUMENTS PROVIDED BY
THE CLIENT**

RAJIB GHOSH
Advocate
High Court Calcutta
6, Old Post Office Street, 5th Floor
Kolkata-700001.F/2190/2005/2019



Office of the District Sub-Registrar, South 24 Parganas, Alipore

DISTRICT SUB REGISTRAR, III
SOUTH 24 PGS ALIPORE
29 SEP 2023

PAGE NO.

SPECIMEN FROM FOR TEN FINGERPRINTS



SUURA CHATTERJEE	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB

Signature Suura Chatterjee



SUBHANKAR CHATTERJEE	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB

Signature Subhankar Chatterjee



RUNA KUNDU	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB

Signature Runa Kundu



DISTRICT SUB REGISTRAR-III
SOUTH MADRAS ALIPORE

29 SEP 2023

PAGE NO.

SPECIMEN FROM FOR TEN FINGERPRINTS



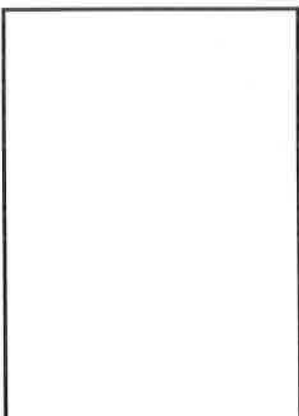
Gopal Kundu	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB

Signature Gopal Kundu



	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB

Signature _____



	LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB

Signature _____



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
29 SEP 2023

Major Information of the Deed

Deed No :	I-1603-15513/2023	Date of Registration	03/10/2023
Query No / Year	1603-2002482921/2023	Office where deed is registered	
Query Date	28/09/2023 11:18:03 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rajib Ghosh 6, Old Post Office Street, 5th Floor,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9073475197, 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 : 50,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 2,88,85,691/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,021/- (Article:48(g))		Rs. 50,053/- (Article:E, E, B, M(b), H)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :










District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja S. C. Mullick Road, , Premises No: 87/B/1B, , Ward No: 100 Pin Code : 700047

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	9 Katha 2 Chatak 30 Sq Ft	1/-	2,81,74,241/-	Property is on Road
Grand Total :				15.125Dec	1 /-	281,74,241 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1054 Sq Ft.	1/-	7,11,450/-	Structure Type: Structure
Floor No: 1, Area of floor : 1054 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1054 sq ft	1 /-	7,11,450 /-	



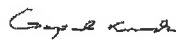
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Suvra Chatterjee Son of Mr Sakti Pada Chatterjee Executed by: Self, Date of Execution: 29/09/2023 , Admitted by: Self, Date of Admission: 29/09/2023 ,Place : Office	Photo  29/09/2023	Finger Print  Captured LTI 29/09/2023	Signature  29/09/2023
City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BCxxxxxx2L, Aadhaar No: 25xxxxxxx2294, Status :Individual, Executed by: Self, Date of Execution: 29/09/2023 , Admitted by: Self, Date of Admission: 29/09/2023 ,Place : Office				
2	Name Mr Subhankar Chatterjee Son of Mr Sakti Pada Chatterjee Executed by: Self, Date of Execution: 29/09/2023 , Admitted by: Self, Date of Admission: 29/09/2023 ,Place : Office	Photo  29/09/2023	Finger Print  Captured LTI 29/09/2023	Signature  29/09/2023
City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ACxxxxxx8R, Aadhaar No: 87xxxxxxx4310, Status :Individual, Executed by: Self, Date of Execution: 29/09/2023 , Admitted by: Self, Date of Admission: 29/09/2023 ,Place : Office				
3	Name Smt Runa Kundu Wife of Mr Gopal Kundu Executed by: Self, Date of Execution: 29/09/2023 , Admitted by: Self, Date of Admission: 29/09/2023 ,Place : Office	Photo  29/09/2023	Finger Print  Captured LTI 29/09/2023	Signature  29/09/2023
City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx1F, Aadhaar No: 33xxxxxxx8923, Status :Individual, Executed by: Self, Date of Execution: 29/09/2023 , Admitted by: Self, Date of Admission: 29/09/2023 ,Place : Office				



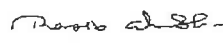
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	G.P. Housing Private Limited City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 , PAN No.:: AAxxxxxx1G, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Gopal Kundu (Presentant) Son of Late Dasarath Kundu Date of Execution - 29/09/2023, , Admitted by: Self, Date of Admission: 29/09/2023, Place of Admission of Execution: Office	 Sep 29 2023 4:07PM	 Captured LTI 29/09/2023	 29/09/2023
City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx8J, Aadhaar No: 46xxxxxxxx9796 Status : Representative, Representative of : G.P. Housing Private Limited (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Rajib Ghosh Son of Mr Jahar Ghosh Bhanta Sukantapally, City:- , P.O:- South Garia, P.S:-Barulpur, District:-South 24- Parganas, West Bengal, India, PIN:- 743613	 29/09/2023	 Captured 29/09/2023	 29/09/2023
Identifier Of Mr Suvra Chatterjee, Mr Subhankar Chatterjee, Smt Runa Kundu, Mr Gopal Kundu			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Suvra Chatterjee	G.P. Housing Private Limited-5.04167 Dec
2	Mr Subhankar Chatterjee	G.P. Housing Private Limited-5.04167 Dec
3	Smt Runa Kundu	G.P. Housing Private Limited-5.04167 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Suvra Chatterjee	G.P. Housing Private Limited-351.33333300 Sq Ft
2	Mr Subhankar Chatterjee	G.P. Housing Private Limited-351.33333300 Sq Ft
3	Smt Runa Kundu	G.P. Housing Private Limited-351.33333300 Sq Ft

Endorsement For Deed Number : I - 160315513 / 2023

On 29-09-2023

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

Presented for registration at 14:07 hrs on 29-09-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Gopal Kundu ,.

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 2,88,85,691/-

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

Execution is admitted on 29/09/2023 by 1. Mr Suvra Chatterjee, Son of Mr Sakti Pada Chatterjee, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service, 2. Mr Subhankar Chatterjee, Son of Mr Sakti Pada Chatterjee, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service, 3. Smt Runa Kundu, Wife of Mr Gopal Kundu, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Business

Indetified by Mr Rajib Ghosh, , Son of Mr Jahar Ghosh, Bhanta Sukantapally, P.O: South Garia, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743613, by caste Hindu, by profession Advocate

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

Execution is admitted on 29-09-2023 by Mr Gopal Kundu, Director, G.P. Housing Private Limited (Private Limited Company), City:- , P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047

Indetified by Mr Rajib Ghosh, , Son of Mr Jahar Ghosh, Bhanta Sukantapally, P.O: South Garia, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743613, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,053.00/- (B = Rs 50,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 50,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/09/2023 1:42PM with Govt. Ref. No: 192023240240092001 on 29-09-2023, Amount Rs: 50,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CLUKFN1 on 29-09-2023, 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 20.00/-, by online = Rs 40,001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 43513, Amount: Rs.20.00/-, Date of Purchase: 25/09/2023, Vendor name: A Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/09/2023 1:42PM with Govt. Ref. No: 192023240240092001 on 29-09-2023, Amount Rs: 40,001/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CLUKFN1 on 29-09-2023, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

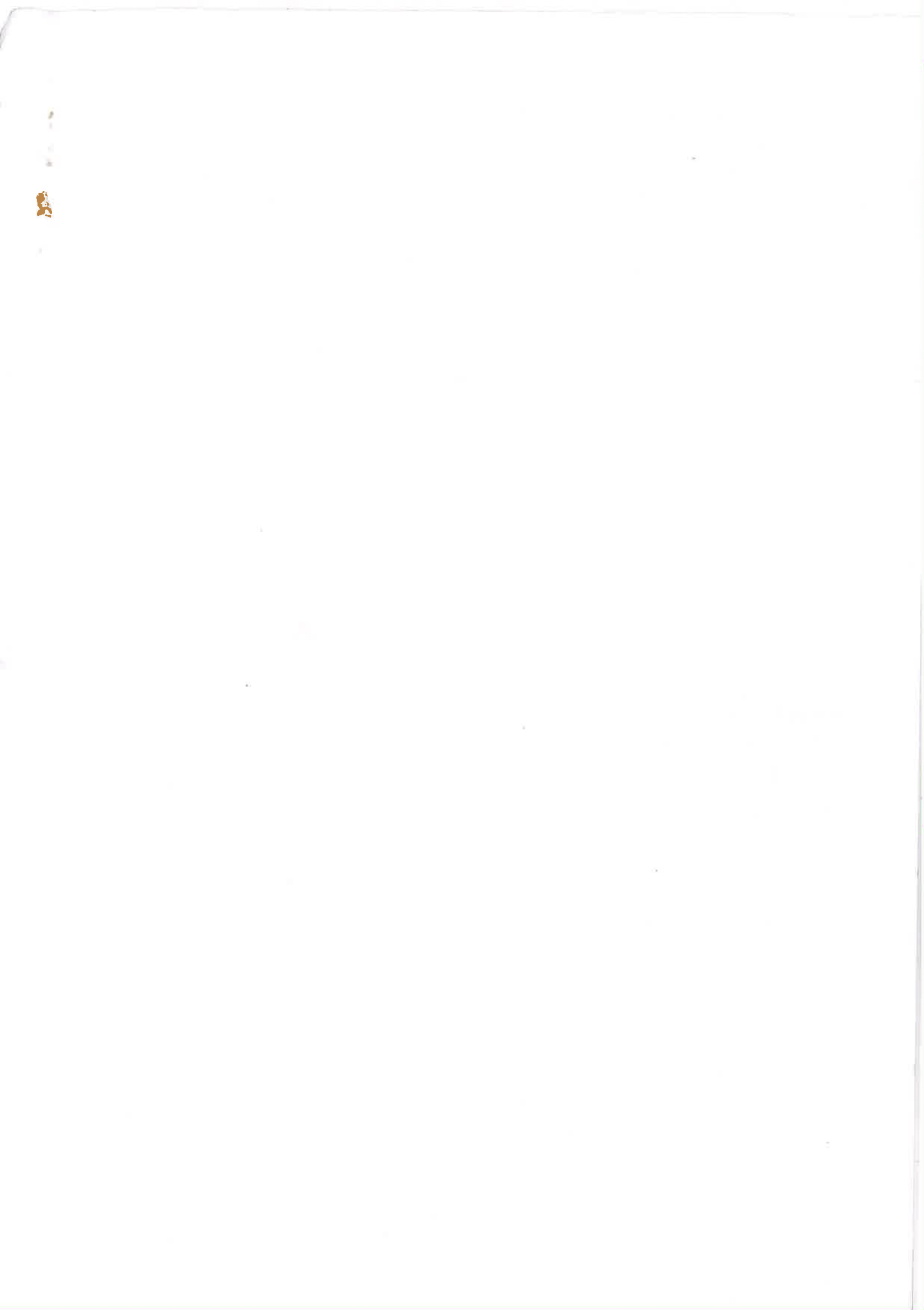
On 03-10-2023

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

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



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 430431 to 430481

being No 160315513 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.10.13 20:11:21 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 13/10/2023

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

West Bengal.