

01596/19

D 01437/19



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

E 538448

E 538448

29/04/19  
 1.40  
 0/66050/19  
 MV = 218 295 471/-

Certified that the document is admitted to registration. The signature sheets and the endroement sheets attached with the document are the part of this document.

*[Signature]*  
 District Sub-Register-III  
 Alipore, South 24-parganas

29 APR 2019

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 29<sup>th</sup> day of April 2019

BETWEEN

27842

22 APR 2019

3000

No.....Rs. **5000/-** Date.....

Name:..... *Anirban Dutta*

Address:..... **Advocate**  
**High Court**  
**Calcutta**

Vendor:..... *Subhankar Das*

**Alipur Collectorate, 24 Pgs. (S)**

**SUBHANKAR DAS**

**STAMP VENDOR**

**Alipur Police Court, Kol-27**

*27842 = 5000/-*



**District Sub-Registrar-III**  
**Alipore, South 24 Parganas**

79 APR 2019

IDENTIFIED BY *Anirban Dutta*

*Anirban Dutta, Advocate*  
son of Sri Anup Dutta  
Office Address - D/71, Rampah, Post Office - NABHA  
Police Station - Netaji Nagar, Kolkata - 700 047  
District - 24 Parganas (South), West Bengal, India  
Sex - Male, Religion - Hindu  
Occupation - Advocate, High Court, Calcutta  
Phone Nos. (+91)(033) 2429 0793  
(+91)(01 39267 22495  
(+91)(01 39274 05484

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

GRN: 19-201920-000940958-1  
GRN Date: 26/04/2019 16:54:48  
BRN: CKJ2516210  
Payment Mode: Online Payment  
Bank: State Bank of India  
BRN Date: 26/04/2019 16:56:00

DEPOSITOR'S DETAILS

Id No. : 16030000660501/2/2019  
(Query No./Query Year)

Name : ASHOKE CHAKRABORTY  
Contact No. : Mobile No. : +91 9831073577  
E-mail :  
Address : 378 AZADGARH KOLKATA 700040  
Applicant Name : Org DUTTA AND ASSOCIATES  
Office Name :  
Office Address :  
Status of Depositor : Buyer/Claimants  
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	16030000660501/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	70021
2	16030000660501/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	15053
Total				85074

In Words : Rupees Eighty Five Thousand Seventy Four only



**SRI ASHIM PRAKASH MAITRA**, son of Late Anil Prakash Maitra, by faith – Hindu, by occupation – Retired, having his Income Tax **Permanent Account No. CEKPM8019R** and **Aadhaar No. 7833 1454 0143**, residing at 1 Purbachal Main Road, Post Office – Haltu, Police Station – Kasba (now Garfa), Kolkata – 700 078, District – 24 Parganas (South)

AND

**SRI ASIS PROKAS MOITRA**, son of Late Anil Prakash Maitra, by faith – Hindu, by occupation – Retired, having his Income Tax **Permanent Account No. ADPPM8010N** and **Aadhaar No. 7620 8832 9617**, residing at 1 Purbachal Main Road, Post Office – Haltu, Police Station – Kasba (now Garfa), Kolkata – 700 078, District – 24 Parganas (South)

AND

**SRI ASHOK PRAKASH MAITRA**, son of Late Anil Prakash Maitra, by faith – Hindu, by occupation – Retired, having his Income Tax **Permanent Account No. ADOPM3537F** and **Aadhaar No. 4595 1008 9303**, residing at 1 Purbachal Main Road, Post Office – Haltu, Police Station – Kasba (now Garfa), Kolkata – 700 078, District – 24 Parganas (South)

AND

**SRI SUKUMAR BHATTACHARJEE**, son of Late Susil Chandra Bhattacharjee, by faith – Hindu, by occupation – Retired, having his Income Tax **Permanent Account No. AXRPB2697N** and **Aadhaar No. 2334 0638 6515**, residing at 'Upama' 10, Babu Bagan Lane, Post Office – Dhakuria, Police Station – Lake, Kolkata – 700 031, District – 24 Parganas (South)

AND

SMT. SUDESHNA BHATTACHARJEE, wife Sri Anirban Mallik Thakur, by faith – Hindu, by occupation – Housewife, having her Income Tax Permanent Account No. AMFPB2374P and Aadhaar No. 6364 7962 6386, residing at 'Upama' 10, Babu Bagan Lane, Post Office – Dhakuria, Police Station – Lake, Kolkata – 700 031, District – 24 Parganas (South)

AND

SMT. KEKA MAJUMDER, wife of Sri Asish Majumder, by faith – Hindu, by occupation – Housewife, having her Income Tax Permanent Account No. CEBPM8283A and Aadhaar No. 9399 8680 0329, residing at J-3B, 344, M. G. Road, Post Office – Joka, Police Station – Thakurpukur, Kolkata – 700 104, District – 24 Parganas (South) hereinafter referred as **LANDLORDS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, attorneys, assigns and legal representatives) of the **FIRST PART**.

--- AND ---

M/S. CHAKRABORTY ENTERPRISE, a proprietorship firm having Income Tax Permanent Account No. ADBPC2296A, having its registered office at 3/78, Azadgarh, Post Office – Regent Park, Police Station – Jadavpur, Kolkata – 700 040, District – 24 Parganas (South), duly represented by its **sole proprietor, Sri Ashoke Chakraborty**, son of Late Kamal Krishna Chakraborty, by faith – Hindu, by occupation – Business,

having his Income Tax **Permanent Account No. ADBPC2296A**, residing at 3/78, Azadgarh, Post Office – Regent Park, Police Station – Jadavpur, Kolkata – 700 040, District – 24 Parganas (South) hereinafter referred to as **PROMOTER/DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors-in-office, executors, administrators, attorneys, assigns and legal representatives) of the **SECOND PART**.

**WHEREAS** one Sri Ramlal Mondal was the recorded owner in respect of **ALL THAT** the piece and parcel of **1.33 Acres** of land comprised in C. S. Dag Nos. 845, 847, 862, 863, 847/1321, C. S. Khatian No. 885 (subsequently 886), R. S. Khatian No. 928, J. L. No. 19, Mouza - Garfa, Touzi No. 155 and **ALL THAT** the piece and parcel of **35 decimal** land out of C. S. Dag No, 849, C. S. Khatian No. 916 , R. S. Khatian No. 979, J. L. No. 19, Mouza - Garfa, Touzi No. 155, which was subsequently recorded as R. S. Dag Nos. 1102, 1103, 1084, 1087, 1086 and 1089/4158, R .S. Khatian Nos. 928 and 979 and recorded as Sail, Pukur, Pukurpar, Pukur and Pukur respectively, within Mouza - Garfa, J. L. No. 19, Pargana - Khaspur, Revisional Settlement No. 2, Touzi No. 115, within the limits of The Kolkata Municipal Corporation, Ward No. 106, District - 24 Parganas (South), hereinafter referred to as the "the entire land".

**AND WHEREAS** the said Sri Ramlal Mondal (since deceased) while in peaceful possession and occupation of the said entire property, by various act of possession and ownership, to the knowledge of all, for a continuous period of more than 20 years, had transferred and conveyed the said entire land to his wives namely **Smt. Alaka Mani Mondal and three others**, by way of a registered **Deed of Indenture** dated September



14, 1951, which was registered at the office of Joint Sub Registrar, Alipore and was duly recorded in Book No. I, Volume No. 99, Page Nos. 164 to 172, Being No. 6022, for the year 1951.

**AND WHEREAS** the said Smt. Alaka Mani Mondal and three others after getting 'the said entire land' from their husband got their names mutated in the record of the then B.L. & L.R.O. and accordingly their names have been duly incorporated in the village record of right.

**AND WHEREAS** the said Smt. Alaka Mani Mondal and three others while seized and possessed of the said entire land sold, conveyed and transferred the same against a valuable consideration, followed by delivery of possession to one **Smt. Latika Maitra**, wife of Sri Anil Prakash Maitra, by virtue of a registered **Deed of Conveyance** dated August 23, 1957, which was registered at the office of Sub Registrar, Alipore and duly recorded in Book No. I, Volume No. 109, Page Nos. 68 to 73, Being NO. 7025, for the year 1957.

**AND WHEREAS** the said Smt. Latika Maitra, after purchasing the said entire land with tank under Dag No. 1084 as morefully and particularly described in the **First Schedule** hereunder written and hereinafter referred to, duly mutated her name in the records of the then Calcutta Corporation subsequently Calcutta Municipal Corporation now Kolkata Municipal Corporation and a separate assessment record was opened in her name being **Assessee No. 31-106-16-0230-0**. Thus the property was numbered as Municipal

Premises No. 230, Purbachal Main Road, Post Office – Haltu, Police Station - Kasba Kolkata - 700 078, District – 24 Parganas (South), within the local limits of Kolkata Municipal Corporation, **Ward No. 106** and she paid the rates and taxes regularly, upto date.

**AND WHEREAS** the original nature and character of the said entire land, according to the Record of Right (Porcha) under R. S. Dag Nos. 1102, 1103, 1084, 1087, 1086 and 1089/4158, R. S. Khatian Nos. 928 and 979 was Sali, Pukur, Pukurpar, Pukur and Pukur respectively and since then Smt. Latika Maitra for the last 60 years had been/has been enjoying and occupying the portion of aforesaid R. S. Dag Nos. 1102, 1103, 1084, 1087, 1086 and 1089/4158, R.S. Khatian Nos. 928 and 979, admeasuring an area of **102 (One Hundred Two) Cottahs** equivalent to **5 Bighas 2 Cottahs**, more or less out of which an area of 22 Cottahs in Dag No. 1084 has been somehow physically converted into solid land and remaining 80 Cottahs is still lying as tank .

**AND WHEREAS** by virtue of three separate **Deed of Gifts**, which were executed on February 09, 2009 and registered before the District Sub Registrar – III, Alipore and were duly recorded in Book No. I, Being No. 04694, for the year 2009, Book No. I, Being No. 04692, for the year 2009 and Book No. I, Being No. 04693, for the year 2009 the said Smt. Latika Maitra as Donor out of deep love and affection gifted and/or transferred all that the piece and parcel of tank measuring about more or less, 13 Cottahs 15 Chhitaks (*total area of tank in 3 separate deeds*) out of the total tank area lying and situate under R. S. Dag No. 1084, R. S. Khatian No. 928, of Mouza - Garfa, J. L. No. 19, Pargana - Khaspur, Revisional Settlement No. 2, Touzi No. 115, comprised



within Municipal Premises No. 230, Purbachal Main Road. Police Station - Kasba, Kolkata - 700 078, District - 24 Parganas (South), within the local limits of The Kolkata Municipal Corporation, **Ward No. 106**, in favour of her three sons namely **Sri Ashim Prakash Maitra, Sri Asis Prokas Moitra and Sri Ashok Prakash Maitra**, by three separate deeds.

**AND WHEREAS** while enjoying the said property, the Sri Ashim Prakash Maitra, Sri Asis Prokas Moitra and Sri Ashok Prakash Maitra, duly mutated their individual names in the records of the B.L. & L.R.O. in respect of their individual acquired property as aforesaid under classification as 'Pukur' as per ROR record and was paying revenue regularly and enjoying the same free from ail encumbrances.

**AND WHEREAS** subsequently by three individual **Deed of Gifts** which were executed on September 23, 2016 and registered before the District Sub Registrar – III, Alipore and were recorded in Book No. I, Being No. 04642, for the year 2016, Book No. I, Being No. 04643 for the year 2016 and Book No. I, Being No. 04644 for the year 2016 the said Sri Ashim Prakash Maitra, Sri Asis Prokas Moitra and Sri Ashok Prakash Maitra, all individually out of deep love and affection gifted and/or transferred all that the piece and parcel of tank measuring about more or less, 13 Cottahs 15 Chhitaks (*total area of tank in 3 separate deeds*) out of the total tank area lying and situate under R. S. Dag No. 1084, R. S. Khatian No. 928, of Mouza - Garfa, J. L. No. 19, Pargana - Khaspur, Revisional Settlement No. 2, Touzi No. 115, comprised within Municipal Premises No. 230, Purbachal Main Road. Police Station - Kasba, Kolkata - 700 078, District - 24 Parganas (South), within the local limits of The Kolkata Municipal Corporation, **Ward**

No. 106, in favour of their mother **Smt. Latika Maitra**, by three separate deeds.

**AND WHEREAS** in this circumstances referred to above, **Smt. Latika Maitra** became the absolute owner in respect of all that the piece and parcel of 22 Cottahs as land and 80 Cottahs as Pukur in the K.M.C. record, comprised in R. S. Dag Nos. 1102, 1103, 1084, 1057, 1086 and 1089/4158, R. S. Khatian Nos. 928 and 979, Mouza - Garfa, J. L. No. 19, Pargana - Khaspur, Revisional Settlement No. 2, Touzi No. 115, being Municipal Premises No. 230, Purbachal Main Road. Police Station - Kasba, Kolkata - 700 078, District - 24 Parganas (South), within the local limits of the Kolkata Municipal Corporation, Ward No. 106, and is at present enjoying the same free from all encumbrances by paying the taxes regularly.

**AND WHEREAS** in the mean time **Smt. Latika Maitra** duly applied for conversion of the nature and character of the said entire property comprised in the said R. S. Dag No. 1084, recorded under R. S. Khatian No. 928, of Mouza - Garfa, J. L. No. 19, Pargana - Khaspur, Revisional Settlement No. 2, Touzi No. 115 from Tank to Bastu Land which was after physical inspection by the concerned B.L. & L.R.O, Kasba, Kolkata allowed such conversion upto the extent of **25 Decimal land equivalent to 15 Cottahs 02 Chhitaks land**, more or less, out of the said entire 22 Cottahs of land and 80 Cottahs as Pukur area comprised in the aforesaid Dag and Khatian vide **Conversion Certificate Memo No. 51A (c)/89/1728/P/14**, dated May 06, 2016.

**AND WHEREAS** thus **Smt. Latika Maitra** became the sole and absolute owner in respect of more or less **15 Cottahs 02 Chhitaks land** recorded as bastu land in the

records of B.L. & L.R.O. and the balance 86 Cottahs 14 Chhitaks recorded as pukur in the records of B.L. & L.R.O., comprised R. S. Dag Nos. 1102, 1103, 1087, 1084, 1086 and, 1089/4158, R.S. Khatian No. 928 and 979, Mouza - Garfa, J. L. No. 19, Pargana - Khaspur, Revisional Settlement No. 2, Touzi No. 115, being Municipal Premises No. 230, Purbachal Main Road. Police Station - Kasba, Kolkata - 700 078, District - 24 Parganas (South), within the local limits of the Kolkata Municipal Corporation, Ward No. 106 and is at present she is enjoying the same free from all encumbrances, paying rates and taxes regularly.

**AND WHEREAS** while enjoying the property as sole and absolute owner Smt. Latika Maitra on December 01, 2017 out of natural love and affection gifted a plot of bastu land measuring about more or less **3 Cottahs 4 Chhitaks 9.54 Square Feet**, alongwith R. T. Shed out of the entire 15 Cottahs 02 Chhitaks land lying and situate under R. S. Dag Nos. 1102, 1103, 1087, 1084, 1086 and, 1089/4158, R. S. Khatian No. 928 and 979, Mouza - Garfa, J. L. No. 19, Pargana - Khaspur, Revisional Settlement No. 2, Touzi No. 115, being Municipal Premises No. 230, Purbachal Main Road. Police Station - Kasba, Kolkata - 700 078, District - 24 Parganas (South), within the local limits of the Kolkata Municipal Corporation, Ward No. 106, jointly in favour of her three sons **Sri Ashim Prakash Maitra, Sri Asis Prokas Moitra and Sri Ashok Prakash Maitra** by virtue of a registered **Deed of Gift**.

**AND WHEREAS** the said Deed of Gift was registered in the office of the District Sub Registrar - III, Alipore and was duly recorded in Book No. I, Being No. 5114, for the year 2017

AND WHEREAS thus after execution of the aforesaid Deed of Gift jointly in favour her three sons **Smt. Latika Maitra** became the sole and absolute owner in respect of the remaining area of bastu land measuring about more or less **11 Cottahs 13 Chhitaks 35.46 Square Feet** lying and situate under R. S. Dag Nos. 1102, 1103, 1087, 1084, 1086 and, 1089/4158, R. S. Khatian No. 928 and 979, Mouza - Garfa, J. L. No. 19, Pargana - Khaspur, Revisional Settlement No. 2, Touzi No. 115, being part of Municipal Premises No. 230, Purbachal Main Road, Police Station - Kasba, Kolkata - 700 078, District - 24 Parganas (South), within the local limits of the Kolkata Municipal Corporation, Ward No. 106.

AND WHEREAS while enjoying the property Smt. Latika Maitra, died intestate on March 26, 2019, leaving behind her three sons **Sri Ashim Prakash Maitra, Sri Asis Prokas Moitra, Sri Ashok Prakash Maitra**, {**Sri Sukumar Bhattacharjee, Smt. Sudeshna Bhattacharjee** (husband and daughter of Jayasree Bhattacharjee, predeceased daughter of Late Latika Maitra, died intestate on June 23, 2011)} and one married daughter **Smt. Keka Majumder**, as her legal heirs and successors.

AND WHEREAS thereafter all the legal heirs of Smt. Latika Maitra, since deceased, jointly executed an affidavit before the Court of the Learned 1<sup>st</sup> Class Judicial Magistrate at Alipore on 28/05/2019. In the said affidavit, vide no. ...25889..... Sri Ashim Prakash Maitra, Sri Asis Prokas Moitra, Sri Ashok Prakash Maitra, Sri Sukumar Bhattacharjee, Smt. Sudeshna Bhattacharjee and Smt. Keka Majumder were jointly considered as the joint owners in the entire First Schedule property.

*Ashoke Chakraborty*

AND WHEREAS thus Sri Ashim Prakash Maitra, Sri Asis Prokas Moitra, Sri Ashok Prakash Maitra, Sri Sukumar Bhattacharjee, Smt. Sudeshna Bhattacharjee and Smt. Keka Majumder have become the joint owners in respect of the remaining area of bastu land measuring about more or less **11 Cottahs 13 Chhitaks 35.46 Square Feet**, lying and situate under R. S. Dag Nos. 1102, 1103, 1087, 1084, 1086 and, 1089/4158, R. S. Khatian No. 928 and 979, Mouza - Garfa, J. L. No. 19, Pargana - Khaspur, Revisional Settlement No. 2, Touzi No. 115, being part of Municipal Premises No. 230, Purbachal Main Road, Police Station - Kasba, Kolkata - 700 078, District - 24 Parganas (South), within the local limits of the Kolkata Municipal Corporation, **Ward No. 106**.

AND WHEREAS while enjoying the property jointly Sri Ashim Prakash Maitra, Sri Asis Prokas Moitra, Sri Ashok Prakash Maitra, Sri Sukumar Bhattacharjee, Smt. Sudeshna Bhattacharjee and Smt. Keka Majumder became desirous to built a multi storied building over the existing **11 Cottahs 13 Chhitaks 35.46 Square Feet** bastu land, but due to lack of experience in the field of real-estate and due to insufficient funds they approached **M/S. CHAKRABORTY ENTERPRISE**, a proprietorship firm, having its registered office at 3/78, Azadgarh, Post Office – Regent Park, Police Station – Jadavpur, Kolkata – 700 040, District – 24 Parganas (South), duly represented by its **sole proprietor, Sri Ashoke Chakraborty**, son of Late Kamal Krishna Chakraborty, by faith – Hindu, by occupation – Business, residing at 3/78, Azadgarh, Post Office – Regent Park, Police Station – Jadavpur, Kolkata – 700 040, District – 24 Parganas (South), and requested him to construct a multi storied building on the plot of land morefully and particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to.

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

**ABSOLUTE JOINT OWNERS :** In the manner stated above the joint owners herein became the absolute joint owners of the aforesaid land and tank comprised in the said premises and enjoying the same without any interruption or interference from any person or persons whomsoever, free from all encumbrances, liens and attachments whatsoever and is in possession of the premises and are not aware of any defect in the title of the premises and has not entered into any agreement creating any right adverse in the premises.

**BACKGROUND OF THE SECOND PARTY :** The Second Party is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

**RELIANCE ON REPRESENTATIONS :** Relying on the representations of the First Parties the Second Party has offered and agreed to develop and commercially exploit the First Schedule property by constructing a new multi-building thereon (new building), in accordance with the building plan duly sanctioned by the Kolkata Municipal Corporation.

**NEGOTIATIONS :** Discussions and negotiations for collaborative development of the said part and portion of the premises have taken place between the parties and the terms and conditions agreed upon are recorded hereunder.



### APPOINTMENT AND COMMENCEMENT:

1. Appointment and Acceptance : The First Parties have jointly appointed and the Second Party accepts the appointment as the developer of the said part and portion of the premises, morefully and particularly mentioned in the First Schedule.
  
2. Scope of Works : The Second Party, at its own costs and expenses, shall :
  - (a) Sanction of Plans : Have the building plan sanctioned with the maximum available Floor Area Ratio (FAR).
  
  - (b) Construction of the New Multi-Storied Building : Construct the New Multi-Storied Building will be done as per the sanctioned building plan and after delivering to the First Parties the vacant possession of the Owner's Allocation (defined below), deal with the Developer's Allocation (defined below) in any manner as the Second Party decides. The Second Party will reserve his right to enter into Agreements for Sale and to take booking money from the intending purchaser(s) in respect of the Developer's Allocation (defined below), prior to delivering possession of the Owner's Allocation.
  
  - (c) Commercial Exploitation : To deal with the Developer's Allocation at the absolute discretion of the Second Party, for making some commercial gain and/or financial gain for which the First Parties shall have no connection/claim/demand whatsoever in respect of.
  
3. 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 this Development Agreement, and this is an irrevocable agreement.

**OWNER'S ALLOCATION & CONSIDERATION :**

1. Owner's Allocation : The First Parties shall be jointly entitled to get 36% (Thirty Six Percent) of the total sanctioned Floor Area Ratio (F.A.R.) and 450 Square Feet Built Up area more or less in addition to the settled F.A.R. sanctioned by The Kolkata Municipal Corporation in the form of self contained habitable flats including car parking spaces within the premises of the new building(s), which is to be allocated from Ground to Top floor of the new building/building(s) as to be constructed, but subject to the said building plan sanctioned by The Kolkata Municipal Corporation and together with undivided, impartible and singly non-transferable, undivided, undemarcated 36% (Thirty Six Percent) share in the land contained in the premises togetherwith proportionate share in the common areas and facilities of the building (collectively known as Owner's Allocation). The Owner's Allocation shall be constructed finished and delivered to the First Parties at the cost and expense of the Second Party/Developer. If required, in future a Supplementary Development Agreement will be executed by and between the parties therein, for more specific demarcation of the respective allocations, after sanction of the building plan by the Kolkata Municipal Corporation, upon mutual/amicable discussion.
  
2. Negotiable Security Deposit : In addition to the aforesaid habitable constructed areas as stated above the First Parties shall also be entitled to get an advance amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs) only to be paid within 6 (six) months from the date of this agreement which is to be treated as Negotiable Security Deposit to be refunded by the First Parties to the Second Party/Developer after completion of the construction of the new proposed building to be constructed as per the sanctioned plan

to be obtained from The Kolkata Municipal Corporation,

3. Common Portions : It is further clarified that the Owner's Allocation also includes undivided, undemarcated 36% (Thirty Six Percent) share in the common areas, amenities and facilities made available in the new building which are morefully and particularly mentioned and described in the 4<sup>th</sup> Schedule below (collectively Common Portions).

#### DEVELOPERS' ALLOCATION :

1. Developer's Allocation : After setting apart the Owner's Allocation, the Second Party/Developer shall be entitled to get the remaining 64% (Sixty Four Percent) of the total F.A.R, sanctioned by The Kolkata Municipal Corporation in the form of self contained habitable flats including car parking spaces, shop rooms, commercial spaces of the premises within the premises and the new building(s), which is to be allocated from Ground to Top floor of the new building/building(s) as to be constructed, but subject to the said building plan sanctioned by The Kolkata Municipal Corporation and together with undivided, impartible and singly non-transferable, undivided, undemarcated 64% (Sixty Four Percent) share less 450 Square Feet Built Up area more or less in the land contained in the premises togetherwith proportionate share in the common areas and facilities of the building (collectively known as Developer's Allocation) . The Developer'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 64% (Sixty Four Percent) share less 450 Square Feet Built Up area more or less in the

land contained in the premises shall be conveyed by the First Parties to the Second Party and/or its constituents and/or nominees in Developer's Allocation to the First Party. If required, in future a Supplementary Development Agreement will be executed by and between the parties therein, for more specific demarcation of the respective allocations, after sanction of the building plan by the Kolkata Municipal Corporation, upon mutual/amicable discussion.

2. Common Portions : It is further clarified that the Developer's Allocation also includes undivided, undemarcated 64% (Sixty Four Percent) share in the common areas, amenities and facilities made available in the new building which are morefully and particularly mentioned and described in the 4<sup>th</sup> Schedule below (collectively Common Portions).

**POSSESSION** : within 15 (fifteen) month from the date of receipt of notice from the Second Party/Developer for vacating the said property, the First Parties shall vacate the premises and shift to alternative accommodation and simultaneously therewith, the First Parties shall induct the Second Part/Developer into possession of the premises as the Constituted Attorney of the First Party/Developer, for the purpose of implementing this Development Agreement.

**POWER AND AUTHORITIES :**

1. Development Power of Attorney : The First Parties will jointly grant the Second Party and/or its nominees a Development Power of Attorney for the purpose of

Obtaining sanction of the Building Plans and all necessary permissions from different authorities in connection with the construction of the New Multi-Storied Building as also for booking and sale and/or transfer of the flats/car parking spaces/commercial space/shops, as the case may be from the Developer's Allocation.

2. Further Acts : Notwithstanding grant of the aforesaid Development Power of Attorney, the First Parties hereby collectively undertakes that they will jointly execute, "as and when necessary", all papers, documents, plans etc. for the purpose of development of the First Schedule premises,

3. Indemnity by Second Party : The Second Party/Developer agrees to indemnify and keep the First Parties saved, harmless and indemnified against and in respect of exercise of all or any of the powers and authorities contained in the said Development Power of Attorney.

#### **SANCTION AND CONSTRUCTION :**

1. Sanction : The Second Party/Developer shall, at its own costs in consultation with the First Parties, appoint will appoint an Architect within 90 (ninety) days from the date of obtaining all necessary clearance from the concerned authorities i.e. The B.L. & L.R.O, Fire Brigade, Pollution Control Board, Urban Lane Ceiling Department, etc., the Second Party/Developer, at its own costs and expenses and through the Architect, will prepared the building plan, and get the same approved by the First Parties and submitted same before the Kolkata Municipal Corporation, Building Department for

sanction. The Second Party/Developer, at its own costs and expenses, will get the Plans for the New Multi-Storied Building sanctioned by the Kolkata -Municipal Corporation, Building Department.

2 Construction of the New Building : The Second Party/Developer shall at its own costs and without creating any financial or other liability on the First Party, construct, erect and complete the New Multi-Storied 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 Multi-Storied 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 be bear no responsibility this context.

3. Construction Time : The Second Party/Developer shall construct, complete and finish new multi-storied building within a period of **36 (thirty six) months** from the date of obtaining the sanctioned Building Plans subject to force majeure as defined below. Time would be the essence of this contract.

4. Utilities : The Second Party/Developer 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 sewerage connection. The Parties/Unit Holders shall equally bear and pay all the costs



for bringing individual electric connection to the New Building.

5. Building Materials : The Second Party/Developer shall be authorized in the name of the First Parties 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 Parties and required for the construction of the New Multi-Storied Building but in no circumstances the First Parties shall be responsible for their price/value, storage and quality.

6. Temporary Connections : The Second Party/Developer shall be authorized in the name of the First Parties to apply for and obtain temporary connection of water, electricity , drainage and sewerage.

7. Modification : Any amendment or modification to the Building Plans may be made or caused to be made by the Second Party/Developer within the permissible limits of the Kolkata Municipal Corporation, Building Rules provided however no alteration or modification shall be made in the First Party's Allocation without the consent of the First Parties in writing.

8. No Obstruction : The First Parties shall not do any act, deed or thing whereby the Second Party/Developer is obstructed or prevented from construction of the New Multi-Storied Building,

DEALINGS WITH UNITS IN THE NEW BUILDINGS :

1. Owner's Allocation : The joint owners shall be entitled to transfer or otherwise deal with the Owner's Allocation in any manner whatsoever, the joint owners shall deems appropriate. However, any transfer of any part of the Owner's Allocation shall be subject to the provisions of this Agreement.
  
2. Developer's Allocation : Without prejudice to the other rights and contentions, after handing over the physical possession of the Owner's Allocation, the Second Party/Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the First Parties and the First Parties shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. It is however, understood that the dealings of the Second Party/Developer with regard to the Developer's Allocation shall be entirely at the risk and responsibility of the Second Party/Developer and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities upon the First Parties.
  
3. Transfer of Developer's Allocation : In consideration of the Developer constructing and handing over the Owner's Allocation jointly to the First Parties, the Second Party/Developer shall sell and transfer the undivided, undemarcated 64% (Sixty Four Percent) share less 450 Square Feet Built Up area more or less in the land and the benefit of the concerned portion of the plans in favour of the prospective purchaser(s) from the Developer's Allocation (collectively Transferees), in such part or

parts as shall be required by the Developer and shall execute such number of deeds of conveyance as necessary for the same.

4. Cost of Transfer : The cost of such conveyances including stamp duty and registration fees, department expenses, commission charges, advocate's fees and all other expenses incidental or related thereto shall be borne and paid by the purchaser(s).

**MUNICIPAL TAXES AND OUTGOINGS :**

1. Relating to Period Prior to Possession : All rates, taxes and outgoings in respect of the premises relating to the period prior to the date hereof shall be borne, paid and discharged by the First Parties jointly. It is made specifically clear that all outstanding dues prior to the date, of this Development Agreement hereof will be treated as the liability of the First Parties. If the First Parties failed to meet up their liabilities, taxes, dues, and other impositions against the property, in that event the Second Party/Developer will meet up those liabilities and the entire expenses to that effect will be deducted from the ratio of the First Parties.

2. Relating to Period three years back from the date hereof : As from three years back from the date hereof, the Second Party/Developer shall be liable for rates and taxes as also other outgoings in respect of the premises, till such time the possession of the Owner's Allocation is given to the First Parties jointly. From the date of handing over

possession of the Owner's Allocation to the First Parties, the First Parties shall become jointly liable and responsible for rates and taxes and other outgoings with regard to the property mentioned under Owner's Allocation and the Second Party/Developer and/or its Transferees shall become liable and responsible for rates and taxes and other outgoings with regard to the Developer's Allocation. After the possession of Owner's Allocation to the First Parties, both the Second Party/Developer and the First Parties shall be liable to pay the outgoings including common electric bills, the Kolkata Municipal Corporation tax etc. for their respective allocation.

#### POSSESSION AND POST COMPLETION MAINTENANCE :

1. Notice of Completion : As soon as the New Multi-Storied Building is completed (as certified by the Architect) with sewerage connection of the Kolkata Municipal Corporation, Second Party/Developer will give a written notice to the First Parties, requesting the First Parties to take possession of the Owner's Allocation and the First Parties will be duty bound to take possession within 30 (thirty) days and from the date of issuance of written notice. It will be considered as deemed possession by the First Parties and all the outgoings in respect of Owner's Allocation will become the liability of the First Parties from the date of said possession or deemed possession,
2. Possession Date and Rates : On and from such date of taking physical possession or deemed possession (Possession Date), the First Parties shall be exclusively responsible for payment of all rates, taxes and other outgoings, impositions whatsoever (collectively rates) payable in respect of the Owner's Allocation only

provided however when such rates are applicable to the whole of the Premises/New Multi-Storied Building, 36% (Thirty Six Percent) of the same shall be paid by the First Parties or their transferees and the Second Party/Developer shall be responsible for the balance 64% (Sixty Four Percent) whether directly or through the Transferees.

3. Punctual Payment and Mutual Indemnity : The First Parties 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.

4. Maintenance : The Second Party/Developer shall form a representative body consisting of the First Parties and the Transferees (Association), which shall be in charge of management of all the affairs of the New Multi-Storied Building. The First Parties shall become a member of the association for the Owner's Allocation. After formation of the Association, the Second Party/Developer shall no longer be responsible for maintenance of the New Multi-Storied Building.

5. Maintenance Charge : For a period of 3 (three) months from the Possession Date or till such time the Association is formed, whichever is earlier, the Second Party/Developer shall manage and maintain the Common Portions of the New Multi-Storied Building, upon the First Parties and the Transferees paying and bearing, forthwith on demand by the Second Party/Developer, 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 Multi-Storied 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.

6. Failure to Pay Maintenance Charge : Should the First Party or any of the Transferees fails 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.

**COMMON RESTRICTIONS :**

1. Applicable to Both : The Owners' Allocation and the Developer's Allocation in the New Multi-Storied 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 Owners' Allocation to third parties and the Developer's Allocation to third parties (all such third parties collectively Transferees), which shall include the following :

(a) No Illegal Activity : No Transferee/Occupant of the apartment/spaces in the New Multi-Storied 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 occupier ,of the New Multi-Storied Building. In this regard, it is clarified that the 1<sup>st</sup> floor of the New Multi-Storied Building shall be sanctioned for commercial purpose and shall be transferred by the Second Party/Developer for commercial use.

(b) No Demolition : No transferee/occupant of the New Multi-Storied 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. However, internal modification within the Unit without creating any effect on the structure of the New Multi-Storied 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. Transferee/Occupant of the New Multi-Storied Building shall alter the outer elevation of any Unit or the common portions thereof without written permission of the Association.

(c) No Transfer Without Compliance : Neither the First Parties 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.

(d) Compliance with Rules : The First Parties 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.

(e) Interior Maintenance : The First Parties and the Transferee/occupant shall keep the interior walls, sewerages, 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 Multi-Storied Building or any other space or accommodation therein and shall keep the other occupiers of the New Multi-Storied Building indemnified from and against the consequences of any breach.

(f) Validity of Insurance : Neither the First Parties 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 Multi-Storied Building or any part thereof and shall keep the other Transferee/Occupant of the New Multi-Storied Building harmless and indemnified from and against the consequences of any breach.

(g) No Obstruction of Common Portions : Neither the First Parties 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 Multi-Storied 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.

(h) Cleanliness : Neither the first parties 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.

(i) 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/Developer shall permit each other, with or without workmen at all reasonable times, to enter into and upon the Owner's Allocation and the Developer's Allocation and every part thereof.

#### **OWNER'S OBLIGATION :**

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

2. No obstruction in Construction : The First Parties hereby covenant not to cause any interference or hindrance in the construction of the New Multi-Storied Building.

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

4. Making out Marketable Title : The First Parties hereby covenant to make out a marketable title to the premises to the satisfaction of the Second Party/Developer, by answering requisitions and supplying papers.

**DEVELOPER'S OBLIGATIONS :**

1. Time of Completion: The Second Party/Developer hereby agrees and covenants with the First Parties to complete the construction of the New Multi-Storied Building within **36 (thirty six) months** from the date of obtaining sanction of the Plans, subject to force majeure as defined below. Time would be the essence of this contract.
2. No Assignment : The Second Party/Developer shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the First Parties. It has been clearly agreed and understood between the parties, that Sri Ashoke Chakraborty always remain associated with the project and shall look after the due performance of the obligations of the Second Party/Developer under this Agreement.
3. Statutory Obligation : All persons employed by the Second Party/Developer for compliance of its obligations hereunder will be deemed to be employees of the Second Party/Developer who shall be solely responsible for their emoluments and other statutory obligations and the Second Party/Developer hereby agrees to keep the First Parties indemnified in this regard.

4. No Violation of Law : The Second Party/Developer hereby agrees and covenants with the First Parties not to violate or contravene any of the provisions of the rules applicable to construction of the New Multi-Storied Building.
5. No Obstruction in Dealing with Owner's Allocation : The Second Party/Developer covenants not to do any act, deed or thing whereby the First Parties may be prevented from selling and/or disposing of any part or portion of the Owner's Allocation.
6. Parting with Possession After Delivery of Owner's Allocation: The Second Party/Developer hereby agrees and covenants with the First Parties not to part with possession of the Developer's Allocation or any part or portion thereof until possession of the Owner's Allocation is delivered to the First Parties. However this will not prevent the Second Party/Developer from entering into any Agreement for Sale or transfer or to deal with the intending purchaser(s) in respect of the Developer's Allocation.
7. Second Party/Developer's Liability Regarding Conveyance and Mutation : In case the Transferees of the Units of the Second Party/Developer's Allocation fail to have registered Deed of Conveyance in their name or have mutated their name in the record of the Kolkata Municipal Corporation , in that case the First Parties will have no liability for those Units in respect of any kind tax/taxes payable to the, Kolkata Municipal Corporation and other authorities.

**FIRST PARTY'S INDEMNITY :** ..

1. Title : Subject to whatever is mentioned in this Agreement the First Parties shall

always be responsible for providing good and marketable title to the Second Party/Developer and the Transferees and the First Party hereby indemnify and agree to keep indemnified the Second Party/Developer and the Transferees in this regard.

2. Second Party/Developer's Allocation :

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

After setting apart the Owner's Allocation, the Second Party/Developer shall be entitled to get the remaining 64% (Sixty Four Percent) of the total F.A.R, sanctioned by The Kolkata Municipal Corporation in the form of self contained habitable flats including car parking spaces, shop rooms, commercial spaces of the premises within the premises and the new building(s), which is to be allocated from Ground to Top floor of the new building/building(s) as to be constructed, but subject to the said building plan sanctioned by The Kolkata Municipal Corporation and together with undivided, impartible and singly non-transferable, undivided, undemarcated 64% (Sixty Four Percent) share less 450 Square Feet Built Up area more or less in the land contained in the premises togetherwith proportionate share in the common areas and facilities of the building (collectively known as Developer's Allocation) : The Developer'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 64% (Sixty Four Percent) share less 450 Square Feet Built Up



area more or less in the land contained in the premises shall be conveyed by the First Parties to the Second Party and/or its constituents and/or nominees in Developer's Allocation to the First Party. If required, in future a Supplementary Development Agreement will be executed by and between the parties therein, for more specific demarcation of the respective allocations, after sanction of the building plan by the Kolkata Municipal Corporation, upon mutual/amicable discussion.

**SECOND PARTY/DEVELOPER'S INDEMNITY :**

1. Third Party Claims : The Second Party/Developer hereby undertakes to keep the First Parties 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/Developer in relation to the construction of the New Multi-Storied Building and/or for any defect therein or development of the premises.

2. Powers and Authorities : The Second Party/Developer hereby undertakes to the First Parties to keep the First Parties 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/Developer on behalf of the First Parties on the strength, powers and authorities given to the Second Party/Developer by the First Parties.

**MISCELLANEOUS :**

1. No Partnership : - The First Parties 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.

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

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.

4. Taxation : The First Parties shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Second Party/Developer shall be liable to make payment of the same and keep the First Parties

indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly, the Second Party/Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owner's Allocation and the First Parties shall be liable to make payment of the same and keep the Second Party/Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

5. Name of new Building : The name of the building shall be such as may be decided by the Second Party/Developer and the same shall not be changed on any later date by any of the Parties or their assigns.

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/Developer by the First Parties or as creating any right, title or interest therein in favour of the Second Party/Developer except to develop the premises in terms of this Agreement provided however the Second Party/Developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the First Parties or effecting the estate and interest in the premises and it is being expressly agreed and understood that in no event either the First Parties or the Owner'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/Developer shall keep the First Parties indemnified against all actions, suits, proceedings, costs, charges and expenses.

7. Fees and Duties : All duties and fees payable at whatever stage pertaining to this Agreement shall be paid by the Second Party/Developer.
8. Wealth Tax : As and from the date of completion of construction of the New Multi-Storied Building, the transferees and the First Parties 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.
9. Be it noted that by this development agreement and the related development power of attorney, the developer shall only be entitled to receive consideration money by executing agreement/final development for transfer of property as per provisions laid down in the said documents as a developer without getting any ownership of any part of the property under schedule. This development agreement and the related development power of attorney shall never be treated as the agreement/final document for transfer of property between the owner and the developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this clause.

#### DEFAULTS :

1. Of Second Party/Developer: Except force majeure reasons, if the Second Party/Developer fails to construct, complete and finish the New Multi-Storied Building within a period of 36 (thirty six) months from the date of obtaining sanction of the Plans, the First Parties shall be entitled to refer the matter to Arbitration as provided for in this Agreement for redressal of the grievances of the First Parties and the decision of the

Arbitral Tribunal shall be binding on the Parties. If because of any willful act on the part of the Second Party/Developer the construction and completion of the New Multi-Storeyed Building is delayed and/or suspended, then and in that event the Second Party/Developer shall be liable to pay damages to the First Parties, which shall be determined by the Arbitral Tribunal.

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

#### **FORCE MAJEURE :**

1. Meaning of : Force majeure shall mean an event or effect that cannot be reasonably, anticipated or controlled (Force Majeure), by the Second Party/Developer.

2. No Liability : The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure condition and the performance of such obligation shall be suspended during the duration of Force Majeure.

#### **COUNTERPARTS :**

1. All originals This Agreement is being executed simultaneously in counterparts

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 Parties Address for communications :

Sri Ashim Prakash Maitra, son of Late Anil Prakash Maitra, residing at 1 Purbachal Main Road, Post Office – Haltu, Police Station – Kasba (now Garfa), Kolkata – 700 078, District – 24 Parganas (South)

Sri Asis Prokas Moitra, son of Late Anil Prakash Maitra, residing at 1 Purbachal Main Road, Post Office – Haltu, Police Station – Kasba (now Garfa), Kolkata – 700 078, District – 24 Parganas (South)

Sri Ashok Prakash Maitra, son of Late Anil Prakash Maitra, residing at 1 Purbachal Main Road, Post Office – Haltu, Police Station – Kasba (now Garfa), Kolkata – 700 078, District – 24 Parganas (South)

Sri Sukumar Bhattacharjee, son of Late Susil Chandra Bhattacharjee, residing at 'Upama' 10, Babu Bagan Lane, Post Office – Dhakuria, Police Station – Lake, Kolkata – 700 031, District – 24 Parganas (South)

Smt. Sudeshna Bhattacharjee, wife Sri Anirban Mallik Thakur, residing at 'Upama' 10, Babu Bagan Lane, Post Office – Dhakuria, Police Station – Lake, Kolkata – 700 031, District – 24 Parganas (South)



Smt. Keka Majumder, wife of Sri Asish Majumder, residing at J-3B, 344, M. G. Road, Post Office – Joka, Police Station – Thakurpukur, Kolkata – 700 104, District – 24 Parganas (South)

Second Party/Developer Address for communications :

**M/S. CHAKRABORTY ENTERPRISE**, a proprietorship firm having registered office at 3/78, Azadgarh, Post Office – Regent Park, Police Station – Jadavpur, Kolkata – 700 040, District – 24 Parganas (South), duly represented by its **sole proprietor, Sri Ashoke Chakraborty**, son of Late Kamal Krishna Chakraborty, residing at 3/78, Azadgarh, Post Office – Regent Park, Police Station – Jadavpur, Kolkata – 700 040, District – 24 Parganas (South)

ARBITRATION :

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 held in Kolkata unless otherwise agreed. If constitution of tribunal fails then be referred to local court.

2. Mechanism and Procedure : Procedure and type of award (speaking or non speaking) shall be decided by the Tribunal. The directions/awards of the Tribunal shall be final and binding on the Parties.

JURISDICTION :

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.
2. High Court, Calcutta : in respect of any appeals, revisional applications. Writ or *any other proceedings, High Court, Calcutta shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.*

RULES OF INTERPRETATION :

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

FIRST SCHEDULE OF THE PROPERTY

ALL THAT the piece and parcel of bastu land measuring 11 Cottahs 13 Chhitaks 35.46 Square Feet, more or less with building measuring 2000 Square Feet having pucca structure as standing thereon and tank/pukur measuring 86 Cottahs and 14 Chhitaks, more or less lying and situate at R. S. Dag Nos. 1102, 1103, 1084, 1087, 1086 and 1089/4158, R. S. Khatian No. 928 and 979, Mouza - Garfa, J. L. No. 19,

*Asst. Secy. Calcutta*

Pargana - Khaspur, Revisional Settlement No. 2, Touzi No. 115, being part of Municipal Premises No. 230, Purbachal Main Road. Police Station - Kasba, Kolkata - 700 078, District - 24 Parganas (South), within the local limits of the Kolkata Municipal Corporation, **Ward No. 106**, the said property is butted and bounded in the manner following

- ON THE NORTH** : By Purbachal Main Road.
- ON THE SOUTH** : By Smt. Latika Maitra's property under R. S. Dag No. 1087
- ON THE EAST** : By House of Sri Ranendra Nath Chakraborty.
- ON THE WEST** : By K.M.C. Premises No. 229, (44 No. Rajani Kanta Das Road)

**SECOND SCHEDULE OF THE PROPERTY**  
(Owners' Allocation)

The First Parties shall be jointly entitled to get 36% (Thirty Six Percent) of the total sanctioned Floor Area Ratio (F.A.R.) and 450 Square Feet. Built Up area more or less in addition to the settled F.A.R. sanctioned by The Kolkata Municipal Corporation in the form of self contained habitable flats including car parking spaces within the premises of the new building(s), which is to be allocated from Ground to Top floor of the new building/building(s) as to be constructed, but subject to the said building plan sanctioned by The Kolkata Municipal Corporation and together with undivided, impartible and singly non-transferable, undivided, undemarcated 36% (Thirty Six Percent) share in the land contained in the premises togetherwith proportionate share in the common areas and

facilities of the building (collectively known as Owner's Allocation). The Owner's Allocation shall be constructed finished and delivered to the First Parties at the cost and expense of the Second Party/Developer. If required, in future a Supplementary Development Agreement will be executed by and between the parties therein, for more specific demarcation of the respective allocations, after sanction of the building plan by the Kolkata Municipal Corporation, upon mutual/amicable discussion.

Negotiable Security Deposit : In addition to the aforesaid habitable constructed areas as stated above the First Parties shall also be entitled to get an advance amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs) only to be paid within 6 (six) months from the date of this agreement which is to be treated as Negotiable Security Deposit to be refunded by the First Parties to the Second Party/Developer after completion of the construction of the new proposed building to be constructed as per the sanctioned plan to be obtained from The Kolkata Municipal Corporation

It is further clarified that the Owner's Allocation also includes undivided, undemarcated 36% (Thirty Six Percent) share in the common areas, amenities and facilities made available in the new building which are morefully and particularly mentioned and described in the 4<sup>th</sup> Schedule below (collectively Common Portions).

**THIRD SCHEDULE OF THE PROPERTY**  
(Developer's Allocation)

After setting apart the Owner's Allocation, the Second Party/Developer shall be entitled to get the remaining 64% (Sixty Four Percent) of the total F.A.R, sanctioned by The Kolkata Municipal Corporation in the form of self contained habitable flats including car

parking spaces, shop rooms, commercial spaces of the premises within the premises and the new building(s), which is to be allocated from Ground to Top floor of the new building/building(s) as to be constructed, but subject to the said building plan sanctioned by The Kolkata Municipal Corporation and together with undivided, impartible and singly non-transferable, undivided, undemarcated 64% (Sixty Four Percent) share less 450 Square Feet Built Up area more or less in the land contained in the premises togetherwith proportionate share in the common areas and facilities of the building (collectively known as Developer's Allocation) . The Developer'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 64% (Sixty Four Percent) share less 450 Square Feet Built Up area more or less in the land contained in the premises shall be conveyed by the First Parties to the Second Party and/or its constituents and/or nominees in Developer's Allocation to the First Party. If required, in future a Supplementary Development Agreement will be executed by and between the parties therein, for more specific demarcation of the respective allocations, after sanction of the building plan by the Kolkata Municipal Corporation, upon mutual/amicable discussion.

It is further clarified that the Developer's Allocation also includes undivided, undemarcated 64% (Sixty Four Percent) share in the common areas, amenities and facilities made available in the new building which are morefully and particularly mentioned and described in the 4<sup>th</sup> Schedule below (collectively Common Portions).

**FOURTH SCHEDULE OF THE PROPERTY**  
(common areas and facilities )

**Areas :**

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

**Water, Plumbing and Drainage :**

- a) Drainage and sewerages 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).



**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.

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)

**FIFTH SCHEDULE OF THE PROPERTY**  
(Specification of construction )

**1. BRICK WORK**

External Wall : 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1<sup>st</sup> class-" kiln burnt, brick.

Partition Wall : 75V 125 mm thick brickwork with sand cement mortar in proportion (1:4) by using 1<sup>st</sup> class kiln burnt bricks.

**2. PLASTERING**

19 MM/ 12 MM 6 MM of plastering in standard proportion and respective areas, outer and inner surface of walls and ceiling.

3. CONCRETE WORKS:

All concrete works in the project, plan or R.C.C. will be done in desired proportion of 1:3:6, 1:2:4 and 1:1.5:3.

4. GRILLS

Mild steel flats / square bars will be used.

5. STAIRCASE

Stair case will be finished with good quality marble and 75 mm wooden polished railing with 16 mm M.S. Square Bar.

6. DRAINAGE:

Necessary water drainage connection as per Kolkata Municipal Corporation requirement (as per approved drawing) with very good quality material.

7. ROOF TREATMENT :

10 mm thick mosaic roof tiles of P.C.C with I.P.S. finish of very good quality will be laid on roof.

8. WATER SUPPLY

Water will be made available from K.M.C. supply, Deep tube well may be provided subject to permission of the K.M.C.

#### 9. PAINTING & FINISHING,

Outside face of external walls — High quality snowcem

Internal face of the walls --- Very good quality plaster of paris/wall putti.

Window, gate and grills will be painted with two coats of enamel paints over two coats of primer.

#### 10. FLOOR OF ROOMS

White piece marble flooring in all rooms, verandah, toilet, kitchen etc.

#### 11. TOILET WALLS

Upto 6'9" finished with glazed tiles.

#### 12. WINDOWS

Fully glazed aluminum window of 1.20 meter height with M.S. Grill including painting.

#### 13. DOOR

Door will be made of 12 mm thick or good quality ply shutter paneled by 35 mm thick wooden rail and style fitted on Sal or equivalent wood frame.

#### 14. SANITARY FITTINGS IN TOILETS

The following will be provided :

Tap with mixing arrangements in toilets

White wash basin (20")

White commode of porcelain of reputed brand

Concealed hot and cold water pipe line with pipes of reputed make

#### 15. KITCHEN

Kitchen platform will be of Green marble and ceramic tiles over the kitchen platform and stainless steel sink will be provided.

#### 16. ELECTRICAL POINTS-AND FITTINGS

Concealed P.V.C. conduits, of reputed make, copper wire of desired cores, MS concealed switch box reputed make switches with earthing.

Separate meters for all Flat owner as well as for common use will be provided at extra cost.

#### 17. EXTRA WORK AND EXTRA MATERIALS

If any extra work is done as per the requirement of the first parties/intending purchaser(s) or if any extra materials is used as per the direction of the first parties/intending purchaser(s), in that event the first parties/intending purchaser(s) will have to bear the extra cost of that materials and the labour cost for that extra work. The bill raised by the developer will be final to that effect.

IN WITNESSETH WHEREOF the parties hereto have hereunto set and described their respective hands and seals the day, month and the year first above written.

SIGNED, SEAL AND DELIVERED

at Kolkata in presence of

WITNESSES

1. Anirban Ghosh  
H/A Rabalia Para Road  
Barisha kol-8

2. Manabendra Mondal  
V/H + P.O - Malaya,  
P.S - Shaha Hat  
PIN - 7433 99

Drafted by me as per the  
instructions of my client :

Anirban Dutta  
Advocate

High Court, Calcutta

C/o.  DUTTA & ASSOCIATES  
Advocates & Consultants

Office Address - D/71, Ramgarh, Post Office -  
Naktala, Kolkata - 700 047

Phone Nos. (+91)(033) 2429 0003  
(+91)(0) 98367 57495  
(+91)(0) 92394 05484  
(+91)(0) 70035 39430

Enrolment No. F/1221/2008 // WB/223/2009

1. Ashim Pradyumn Maitra
2. Utsav Prakash Mishra
3. Anurag Prakash Mishra
4. Sukumar Bhattacharya
5. Rudendra Bhattacharya
6. Keka Majumdar

OWNERS/LANDLORDS

Chakraborty Enterprise  
Ashoke Chakraborty  
Proprietor

DEVELOPER/PROMOTER

SITE PLAN FOR SMT. LATIKA MAITRA AT R. S. DAG NOS. - 1102, 1103, 1084, 1087, 1086 AND 1089/4158, RECORDED UNDER R. S. KHATIAN NOS. - 928, AND 979, MOUZA - GARFA, J.L. NO. - 19, PARGANA KHASPUR, RE. SE. NO. - 2, TOUJI NO. - 115, WITH THE LIMITS OF THE KOLKATA MUNICIPAL CORPORATION WARD NO. - 106, COMPRISED IN PREMISES NO. - 230, PURBACHAL MAIN ROAD. POLICE STATION - HALTU, KOLKATA - 700078.



1. Ashim Prakash Maitra -
2. Ujjain Prakash Maitra
3. Subir Prakash Maitra
4. Sukumar Bhattacharya
5. Subodha Bhattacharya
6. Tara Majumdar

PURBACHAL MAIN ROAD

LAND PLAN

Chakraborty Enterprises  
*Ashoke Chakraborty*  
 Proprietor



# SPECIMEN FORM FOR TEN FINGERPRINTS



*Asim Faruk Maita*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Uro Puskas Mita*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Andre Dargac Maita*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



*Abulhasan Shatabay*

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

# SPECIMEN FORM FOR TEN FINGERPRINTS



Blatantya	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Keka Majumdar	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Ashoke Choudhary	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

### Major Information of the Deed

Deed No :	I-1603-01437/2019	Date of Registration	29/04/2019
Query No / Year	1603-0000660501/2019	Office where deed is registered	
Query Date	25/04/2019 11:36:04 AM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	DUTTA AND ASSOCIATES D/71, Ramgarh, Thana : Jadavpur, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9836757495, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 19,97,04,000/-	Rs. 31,83,95,471/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 15,053/- (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:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Purbachal Main Road, Premises No: 230, , Ward No: 106 Pin Code : 700078

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	11 Katha 13 Chatak 35.46 Sq Ft	2,37,65,000/-	3,80,24,019/-	Property is on Road
L2			Tank	86 Katha 14 Chatak	17,40,54,000/-	27,84,86,452/-	Property is on Road
		<b>TOTAL :</b>		<b>162.9156Dec</b>	<b>1978,19,000/-</b>	<b>3165,10,471 /-</b>	
	<b>Grand Total :</b>			<b>162.9156Dec</b>	<b>1978,19,000/-</b>	<b>3165,10,471 /-</b>	


#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	18,85,000/-	18,85,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
	<b>Total :</b>	<b>2000 sq ft</b>	<b>18,85,000 /-</b>	<b>18,85,000 /-</b>	

Major Information of the Deed :- I-1603-01437/2019-29/04/2019

**Lord Details :**

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

Name	Photo	Finger Print	Signature
<b>Mr Ashim Prakash Maitra</b> Son of Late Anil Prakash Maitra Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office			
29/04/2019		LTI 29/04/2019	29/04/2019

1 Purbachal Main Road, P.O:- Haltu, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700078 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: CEKPM8019R, Aadhaar No: 78xxxxxxxx0143, Status :Individual, Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Mr Asis Prokas Moitra</b> Son of Late Anil Prakash Maitra Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office			
29/04/2019		LTI 29/04/2019	29/04/2019




1 Purbachal Main Road, P.O:- Haltu, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700078 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADPPM8010N, Aadhaar No: 76xxxxxxxx9617, Status :Individual, Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Mr Ashok Prakash Maitra</b> Son of Late Anil Prakash Maitra Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office			
29/04/2019		LTI 29/04/2019	29/04/2019

1 Purachal Main Road, P.O:- Haltu, P.S:- Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700078 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ADOPM3537F, Aadhaar No: 45xxxxxxxx9303, Status :Individual, Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office

Major Information of the Deed :- I-1603-01437/2019-29/04/2019



Name	Photo	Finger Print	Signature
<b>Sukumar Bhattacharjee</b> Son of Late Susil Chandra Bhattacharjee Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office	 29/04/2019	 LTI 29/04/2019	 29/04/2019

Upama 10, Babu Bagan Lane, P.O:- Dhakuria, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700031 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AXRPB2697N, Aadhaar No: 23xxxxxxxx6515, Status :Individual, Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Mrs Sudeshna Bhattacharjee</b> Wife of Mr Anirban Mallik Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office	 29/04/2019	 LTI 29/04/2019	 29/04/2019

Upama 10, Babu Bagan Lane, P.O:- Dhakuria, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700031 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AMFPB2374P, Aadhaar No: 63xxxxxxxx6386, Status :Individual, Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office

Name	Photo	Finger Print	Signature
<b>Mrs Keka Majumder</b> Wife of Mr Ashish Majumder Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office	 29/04/2019	 LTI 29/04/2019	 29/04/2019

J - 3B, 344, M.G Road, P.O:- Joka, P.S:- Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700104 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CEBPM8283A, Aadhaar No: 93xxxxxxxx0329, Status :Individual, Executed by: Self, Date of Execution: 29/04/2019 , Admitted by: Self, Date of Admission: 29/04/2019 ,Place : Office

#### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Chakraborty Enterprise</b> 3/78, Azadgarh, P.O:- Regent Park, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700040 , PAN No.:: ADBPC2296A, Status :Organization, Executed by: Representative

Major Information of the Deed :- I-1603-01437/2019-29/04/2019

Identifier Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
<b>Mr Ashoke Chakraborty (Presentant)</b> Son of Late Kamal Krishna Chakraborty Date of Execution - 29/04/2019, , Admitted by: Self, Date of Admission: 29/04/2019, Place of Admission of Execution: Office			
	Apr 29 2019 1:48PM	LTI 29/04/2019	29/04/2019

3/78, Azadgarh, P.O:- Regent Park, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADBPC2296A Status : Representative, Representative of : Chakraborty Enterprise (as propietor)

Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr Anirban Dutta</b> Son of Mr Anup Dutta D/71, Ramgarh, P.O:- Naktala, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700047			
	29/04/2019	29/04/2019	29/04/2019

Identifier Of Mr Ashim Prakash Maitra, Mr Asis Prokas Moitra, Mr Ashok Prakash Maitra, Mr Sukumar Bhattacharjee, Mrs Sudeshna Bhattacharjee, Mrs Keka Majumder, Mr Ashoke Chakraborty

Major Information of the Deed :- I-1603-01437/2019-29/04/2019



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
	Mr Ashim Prakash Maitra	Chakraborty Enterprise-3.26198 Dec
	Mr Asis Prokas Moitra	Chakraborty Enterprise-3.26198 Dec
	Mr Ashok Prakash Maitra	Chakraborty Enterprise-3.26198 Dec
	Mr Sukumar Bhattacharjee	Chakraborty Enterprise-3.26198 Dec
5	Mrs Sudeshna Bhattacharjee	Chakraborty Enterprise-3.26198 Dec
6	Mrs Keka Majumder	Chakraborty Enterprise-3.26198 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr Ashim Prakash Maitra	Chakraborty Enterprise-23.8906 Dec
2	Mr Asis Prokas Moitra	Chakraborty Enterprise-23.8906 Dec
3	Mr Ashok Prakash Maitra	Chakraborty Enterprise-23.8906 Dec
4	Mr Sukumar Bhattacharjee	Chakraborty Enterprise-23.8906 Dec
5	Mrs Sudeshna Bhattacharjee	Chakraborty Enterprise-23.8906 Dec
6	Mrs Keka Majumder	Chakraborty Enterprise-23.8906 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Ashim Prakash Maitra	Chakraborty Enterprise-333.33333333 Sq Ft
2	Mr Asis Prokas Moitra	Chakraborty Enterprise-333.33333333 Sq Ft
3	Mr Ashok Prakash Maitra	Chakraborty Enterprise-333.33333333 Sq Ft
4	Mr Sukumar Bhattacharjee	Chakraborty Enterprise-333.33333333 Sq Ft
5	Mrs Sudeshna Bhattacharjee	Chakraborty Enterprise-333.33333333 Sq Ft
6	Mrs Keka Majumder	Chakraborty Enterprise-333.33333333 Sq Ft

**Endorsement For Deed Number : I - 160301437 / 2019**

**On 29-04-2019**

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

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

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

Presented for registration at 13:40 hrs on 29-04-2019, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Ashoke Chakraborty .

**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 31,83,95,471/-

Major Information of the Deed :- I-1603-01437/2019-29/04/2019

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

Execution is admitted on 29/04/2019 by 1. Mr Ashim Prakash Maitra, Son of Late Anil Prakash Maitra, 1 Purbachal Main Road, P.O: Haltu, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Retired Person, 2. Mr Asis Prokas Moitra, Son of Late Anil Prakash Maitra, 1 Purbachal Main Road, P.O: Haltu, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Retired Person, 3. Mr Ashok Prakash Maitra, Son of Late Anil Prakash Maitra, 1 Purachal Main Road, P.O: Haltu, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700078, by caste Hindu, by Profession Retired Person, 4. Mr Sukumar Bhattacharjee, Son of Late Susil Chandra Bhattacharjee, Upama 10, Babu Bagan Lane, P.O: Dhakuria, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Retired Person, 5. Mrs Sudeshna Bhattacharjee, Wife of Mr Anirban Mallik, Upama 10, Babu Bagan Lane, P.O: Dhakuria, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Service, 6. Mrs Keka Majumder, Wife of Mr Ashish Majumder, J - 3B, 344, M.G Road, P.O: Joka, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700104, by caste Hindu, by Profession House wife

Indetified by Mr Anirban Dutta, , Son of Mr Anup Dutta, D/71, Ramgarh, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Advocate

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

Execution is admitted on 29-04-2019 by Mr Ashoke Chakraborty, propletor, Chakraborty Enterprise (Sole Proprietorship), 3/78, Azadgarh, P.O:- Regent Park, P.S:- Jadavpur, District-South 24-Parganas, West Bengal, India, PIN - 700040

Indetified by Mr Anirban Dutta, , Son of Mr Anup Dutta, D/71, Ramgarh, P.O: Naktala, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 15,053/- ( B = Rs 15,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 15,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/04/2019 4:56PM with Govt. Ref. No: 192019200009409581 on 26-04-2019, Amount Rs: 15,053/-, Bank: State Bank of India ( SBIN00000001), Ref. No. CKJ2516210 on 26-04-2019, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,021/-

**Description of Stamp**


1. Stamp: Type: Impressed, Serial no E538448, Amount: Rs.5,000/-, Date of Purchase: 22/04/2019, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/04/2019 4:56PM with Govt. Ref. No: 192019200009409581 on 26-04-2019, Amount Rs: 70,021/-, Bank: State Bank of India ( SBIN00000001), Ref. No. CKJ2516210 on 26-04-2019, Head of Account 0030-02-103-003-02




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

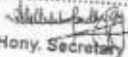
Major Information of the Deed :- I-1603-01437/2019-29/04/2019



Name **ANIRBAN DUTTA**

Father's / Husband's Name **SRI ANUP DUTTA**

 Hony. Secretary

 Signature of the Card Holder

Card No.  Date of Membership

Address

Mobile :

Enrolment No

Enrolment Date



आयकर विभाग

INCOME TAX DEPARTMENT

ASHIM PRAKASH MAITRA  
ANIL PRAKASH MAITRA

28/01/1949

CEKPM8019R

Ashim Prakash Maitra



भारत सरकार  
GOVT. OF INDIA



Ashim Prakash Maitra



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ASIS PROKAS MOITRA  
ANIL PRAKASH MAITRA



30/12/1950

Permanent Address: Mumbai

ADPPM8010N



*Anil Prakash Maitra*  
Signature

*In case this card is lost / found, kindly inform / return to :*  
Income Tax PAN Services Unit, UTTISI,  
Plot No. 3, Sector-11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड के खोने/पहोचने पर कृपया सूचना करें/वापस करें।  
आयकर पैन सेवा इकाई, उत्तिसी,  
प्लॉट नं: 3, सेक्टर 11, सी.बी.डी. बेलपुर,  
नवी मुंबई-400 614.

*Anil Prakash Maitra*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ASHOK PRAKASH MAITRA

ANIL PRAKASH MAITRA

11/04/1952

Permanent Account Number

ADOPM3537F

*Ashok Prakash Maitra*  
Signature



18022009

यदि कार्ड खो जाये, तो यह कृपया लुप्त करके, नष्ट  
करवाकर पत्र सेवा केंद्र, एन एन सी यू  
संग-डी भवन, 37, 37/1, 37/2, 37/3,  
बार्कर टेरिटेरियल कॉम्प्लेक्स के माध्यम से,  
बार्कर, पुणे - 411 045

If this card is lost / someone's lost card is found,  
please inform / return to  
Income Tax PAN Services Unit, NSDL  
3rd Floor, Sapphire Chambers,  
Barker Road, 37/1, 37/2, 37/3,  
Barker, Pune - 411 045.

Tel: 91-20-2721 8086, Fax: 91-20-2721 8087  
e-mail: [tmninfo@nidl.co.in](mailto:tmninfo@nidl.co.in)

*Ashok Prakash Maitra*





**आयकर विभाग**      भारत सरकार  
**INCOME TAX DEPARTMENT**      **GOVT. OF INDIA**

SUKUMAR BHATTACHARJEE  
 SUSIL CHANDRA BHATTACHARJEE

06/06/1938

Permanent Account Number  
**AXRPB2697N**

*S. Chatterjee*



For more information visit [www.incometax.gov.in](http://www.incometax.gov.in)  
 Income Tax PAN Services Unit - 1118  
 Plot No. 3, Sector 11, Gurgaon  
 New Mumbai - 401014

इस कार्ड के साथ, प्रत्येक वर्ष, आपका आयकर  
 विभाग को भेजना होगा।  
 अधिक जानकारी के लिए, कृपया  
[www.incometax.gov.in](http://www.incometax.gov.in) पर जाएं।

*S. Chatterjee*



भारतीय प्रभिन  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA

SUDESHNA BHATTACHARJEE  
 SUKUMAR BHATTACHARJEE  
 17/10/1978  
 PAN Number: ANFPPB2374P




भारतीय प्रभिन  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA

To see the details of your PAN card, please visit  
 Income Tax PAN Services Portal at  
 PAN.INDIA.GOV or call Helpline  
 Toll Free Number: 140-014

आपका PAN कार्ड देखने के लिए कृपया  
 आयकर PAN सेवा पोर्टल पर जाएं  
 या टोल फ्री नंबर 140-014 पर  
 कॉल करें

*self attested  
 Sudeshna Bhattacharya*



आयकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT OF INDIA

KEKA MAJUMDER  
 ANIL PRAKASH MAITRA

07/02/1955  
 Permanent Account Number  
 CBBPM8283A

Es KOND...  
 Signature



If you have lost someone's card or found  
 someone's card, please inform / return to  
 Income Tax PAN Service Unit, NSDL,  
 5th Floor, Mantri Sterling,  
 Plot No. 24J, Survey No. 997/8,  
 Model Colony, Near Deer Bungalow Chowk,  
 Pune-411 016.


If you have lost someone's card or found  
 someone's card, please inform / return to  
 Income Tax PAN Service Unit, NSDL,  
 5th Floor, Mantri Sterling,  
 Plot No. 24J, Survey No. 997/8,  
 Model Colony, Near Deer Bungalow Chowk,  
 Pune-411 016.

Tel: 020-2721 2100, Fax: 020-2721 2081  
 e-mail: pan@nsdl.com

Keka Majumder



श्री १०८० / PERMANENT ACCOUNT NUMBER  
ADBPC2296A



नाम / NAME  
ASHOKE CHAKRABORTY

पिता का नाम / FATHER'S NAME  
KAMAL KRISHNA CHAKRABORTY

जन्म तिथि / DATE OF BIRTH  
17-05-1954

हस्ताक्षर / SIGNATURE  
*Ashok Chakraborty*

*AK Das*  
आयकर अधिकारी, २४-111  
COMMISSIONER OF INCOME-TAX, W.B. - III

इस कार्ड के खो / भिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें (संयुक्त आयकर आयुक्त(पदाति एवं तकनीकी), पी-7, चौरंगी स्क्वायर, कलकत्ता - 700 069).

In case this card is lost/found, kindly inform/return to the issuing authority :  
Joint Commissioner of Income-tax(Systems & Technical),  
P-7,  
Chowringhee Square,  
Calcutta- 700.069.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2019, Page from 54714 to 54780  
being No 160301437 for the year 2019.



Digitally signed by ASISH GOSWAMI  
Date: 2019.06.03 11:26:12 +05:30  
Reason: Digital Signing of Deed.

(Asish Goswami) 03-06-2019 11:25:19

DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)

THIS 29<sup>TH</sup> DAY OF APRIL 2019

BETWEEN

SRI ASHIM PRAKASH MAITRA AND OTHERS  
... LANDLORDS

---AND---

M/S. CHAKRABORTY ENTERPRISE  
... PROMOTER/DEVELOPER

DEVELOPMENT AGREEMENT

*Anirban Dutta*

Advocate  
High Court, Calcutta

C/o.  **DUTTA & ASSOCIATES**  
Advocates & Consultants

Office Address - D/71, Ramgarh,  
Post Office - Naktala, Kolkata - 700 047

Phone Nos. (+91)(033) 2429 0003  
(+91)(0) 98367 57495  
(+91)(0) 92394 05484  
(+91)(0) 70035 39430