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**DEVELOPMENT AGREEMENT**

THIS AGREEMENT IS EXECUTED ON THE 9<sup>th</sup> DAY OF DECEMBER  
YEAR 2020 AD.

**BETWEEN**

(1) **MR. PRATAP KUMAR MUKHERJEE**, having IT-PAN: BETPM8914F, Aadhaar Number: 942552793807, mobile number 9674629528, (2) **MR. PRODYUT KUMAR MUKHERJEE**, having IT-PAN: AERPM2945K, Aadhaar Number: 428303193253, mobile number 8420929992, both sons of Late Ashutosh Mukherjee, **AND (3) MR. RAJIB MUKHERJEE**, having IT-PAN: BEIPM0603Q, Aadhaar Number: 641652280059, mobile number: 8910487254, son of Late Probhat Kumar Mukherjee and grandson of Late Ashutosh Mukherjee, all by Nationality Indian, by faith Hindu, presently residing at 12A, Rashbehari Avenue, Post Office: Kalighat, Police Station: Tollygunge, KMC ward number 88, Kolkata: 700026, hereinafter called and referred to as the **OWNERS/FIRST PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to

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TAPENDRA MOHAN BISWAS  
ADVOCATE  
RECN. NO: WB/406/95

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NO. ....  
Name: ....  
Address: ....  
Vendor: .....

I. CHAKRABORTY  
6B, Dr. Rajendra Prasad Sarani  
Kolkata - 700 001

- Mukherjee

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- Mukherjee

PRODYOT KUMAR MUKHERJEE

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- Rishi Mukherjee

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Sthapati Enterprises Private Limited

(Sourya Rauti) Managing Director  
DISHURTA

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- L.T.I of Pratap Kumar Mukherjee  
by the Pen of Partha Sana

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Partha Sana  
S/O Late R.N. Sana  
Anipra Police const  
KOL - 700027  
Dated 11/10/20



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mean and include their respective heirs, successors, executors, legal representatives, administrators and/or assigns) of the **ONE PART**;

**A N D**

**STHAPATI ENTERPRISES PRIVATE LIMITED**, a Private Company Limited by shares, having Corporate Identity Number (CIN):U45201WB2000PTC091583, Income Tax Permanent Account Number (IT PAN): AAGCS5233E and Goods & Service Tax Identification Number (GSTIN): 19AAGCS5233E1ZE, incorporated under the provisions of Companies Act 1956, having its Registered Office at 31/C, Sreemohan Lane, Kolkata: 700026, PO: Kalighat, PS: Tollygunge, represented herein by its present Managing Director-in-office, **MR. SOUMYA KANTI DASGUPTA**, son of Late Prafulla Kumar Dasgupta, having DIN (Director Identification Number): 00907739, mobile number: 9831061848, IT-PAN: ADOPD1262G, Aadhaar Number: 384099288585, by Nationality Indian, by faith Hindu, by Occupation Business, presently residing at IA-270, Sector-III, Salt Lake City, Kolkata: 700097, PO: Purbachal, PS: Bidhannagar (South), hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the successor/s-in-office of the Company and also its executors, legal representatives, administrators and/or assigns) of the **OTHER PART**.

**WHEREAS** one Ashutosh Mukherjee, son of Late Jadunath Mukherjee, father and predecessor in interest of the owners no. 1 and 2 (Mr. Pratap Kumar Mukherjee and Mr. Prodyut Kumar Mukherjee) and paternal grandfather of owner no. 3, Mr. Rajib Mukherjee, during his life time by dint of a registered indenture had acquired the right of ownership of a Bastu land measuring 4 Cottahs 7 Chittack 5 Sq.Ft be the same little more or less within plot no. 40, premises nos. 12A and 12B, Rashbehari Avenue, Kolkata - 700026 from the Trustees for the Improvement of Calcutta by virtue of Deed number: 3819 for the year 1929 executed at the office of the District Sub- Registrar at Alipore on 19.04.1929.

**AND WHEREAS** the said Mr. Ashutosh Mukherjee could not pay the entire consideration amount of the above mentioned registered deed on that day and hence simultaneously executed a security deed with the Trustees for the Improvement of Calcutta by virtue of Deed number: 3820 for the year 1929 executed at the office of the District Sub- Registrar at Alipore on 19.04.1929.

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**AND WHEREAS** the said Mr. Ashutosh Mukherjee was able to release the security amount by making full payment of the consideration amount by 07.05.1938 and thereafter by another registered indenture had acquired the ownership of the above mentioned land from the Trustees for the Improvement of Calcutta by virtue of Deed number: 615 for the year 1939 executed at the office of the District Sub- Registrar at Alipore on 19.01.1939 and entered in Book No-1, Volume no 28, Pages 115 to 118.

**AND WHEREAS** the said Mr. Ashutosh Mukherjee, after acquiring the land on 1929, constructed the ground and first floor (two storied building) as per sanctioned plan no 56 dist IV dated 23.01.1929 and thereafter constructed the second floor as per sanctioned plan no 321, Dist IV dated 19.09.1950, thereby the building eventually becoming a three storied building.

**AND WHEREAS** the said Ashutosh Mukherjee died testate on 11<sup>th</sup> November 1984 leaving his Registered Will executed on 03.10.1966 by way of which he bequeathed his property in equal portions to his three sons Pratap Kumar Mukherjee, Probhat Kumar Mukherjee and Prodyut Kumar Mukherjee.

**AND WHEREAS** subsequently after executing his will in order to apportion the property to his sons the said Ashutosh Mukherjee executed two codicils - one on 25.07.1975 and the other on 18.08.1982.

**AND WHEREAS** as per the first codicil dated 25.07.1975 the entire Southern Side of the plot being premises no: 12B, Rashbehari Avenue was apportioned to Sri Probhat Kumar Mukherjee and the premises on the Northern side, i.e., 12A, Rashbehari Avenue was apportioned to Sri Pratap Kumar Mukherjee, the eldest son and Sri Prodyut Kumar Mukherjee, the youngest son, wherein the first floor was allotted to the eldest son and the second floor was allotted to the youngest son. The ground floor was to be shared by both the eldest and the youngest sons.

**AND WHEREAS** as per the second codicil dated 18.08.1982 the arrangement of ownership of only the first and second floors of the premises 12A, Rashbehari Avenue was cancelled and made anew by way of allotting the first floor to his youngest son, Sri Prodyut Kumar Mukherjee and the second floor to his eldest son, Sri Pratap Kumar Mukherjee. All other allotments remained unchanged and as per the first codicil.

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**AND WHEREAS** the said Ashutosh Mukherjee appointed his wife Smt. Radha Rani Devi as Sole Executrix of his said last Will and two Codicils. Smt. Radha Rani Devi successfully proved the said last Will and its two Codicils of the deceased Ashutosh Mukherjee and consequently obtained Probate in the year 1987 from the District Delegate at Alipore under Probate Case No. 65 of 1986.

**AND WHEREAS** from the Will and Codicils it is evident that the family of Late Ashutosh Mukherjee consisted of his wife, Smt. Radha Rani Devi, three sons namely Pratap Kumar Mukherjee, Probhat Kumar Mukherjee and Prodyut Kumar Mukherjee and three daughters namely, Smt. Reba Banerjee, Smt. Gita Chakraborty and Smt. Durga Chatterjee and in terms of the said Will and Codicils the said premises no. 12A, Rashbehari Avenue, Kolkata vested to Pratap Kumar Mukherjee and Prodyut Kumar Mukherjee and premises no. 12B, Rashbehari Avenue, Kolkata vested to Probhat Kumar Mukherjee as sole legatee /devisee and beneficiaries under the said will subject to life interest of Smt. Radha Rani Devi with exclusion of the three daughters of the deceased testator viz. Smt. Reba Banerjee, Smt. Gita Chakraborty and Smt. Durga Chatterjee.

**AND WHEREAS** Smt. Radha Rani Devi died on 15<sup>th</sup> March 1989 leaving the said property within plot no. 40, premises nos. 12A and 12B, Rashbehari Avenue, Kolkata - 700026 to her three sons as described in the Registered Will and two Codicils of her husband, Late Ashutosh Mukherjee.

**AND WHEREAS** by the registered Will and codicils of Late Ashutosh Mukherjee, his three sons Pratap Kumar Mukherjee, Probhat Kumar Mukherjee and Prodyut Kumar Mukherjee became the absolute and undisputed owners of "said Mother Property" being a land of 4 Cottahs 7 Chittack 5 Sq.Ft be the same little more or less with a multi-storeyed building thereon lying at and situated within plot no. 40, being premises nos. 12A and 12B, Rashbehari Avenue, Kolkata - 700026 and applied for and obtained mutation in their own names as the absolute owners in respect of the "said Mother Property" from the then Calcutta Municipal Corporation, now known as the Kolkata Municipal Corporation (KMC) separately as follows:

1. Assessee No: 110881400110 in the name of Pratap Kumar Mukherjee as the owner of part of premises no 12A, Rashbehari Avenue, Kolkata;

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2. Assessee No: 110881400753 in the name of Prodyut Kumar Mukherjee as the owner of balance part of premises no 12A, Rashbehari Avenue, Kolkata;

3. Assessee No: 110881400121 in the name of Probhat Kumar Mukherjee as the owner of premises no 12B, Rashbehari Avenue, Kolkata;

And all the three owners herein have been since paying all necessary rents and taxes as absolute and undisputed owners of the respective land and property upon such mutations.

**AND WHEREAS** the said Probhat Kumar Mukherjee died intestate on 10<sup>th</sup> May 2010 leaving the said property within plot no. 40, being premises nos. 12B, Rashbehari Avenue, Kolkata - 700026 having KMC Assessee number 110881400121 Police Station: Tollygunge, to his wife Mrs. Krishna Mukherjee and his only child, a son, one Mr. Rajib Mukherjee both of whom became the absolute joint owners of the said property in terms of Hindu Succession Act, 1956.

**AND WHEREAS** the said Krishna Mukherjee died intestate on 14<sup>th</sup> July 2012 and thereafter her only son Mr. Rajib Mukherjee became the only surviving legal heir and successor in terms of the Hindu Succession Act 1956 of the entire Property situated at premises number 12B, Rashbehari Avenue, Kolkata - 700026 having KMC Assessee number 110881400121 Police Station: Tollygunge and consequently the only claimant to the right title and estate of all properties, landed or otherwise of the now deceased Mr. Probhat Kumar Mukherjee and Mrs. Krishna Mukherjee. Mr. Rajib Mukherjee applied for mutation of his name in municipal records of The Kolkata Municipal Corporation as owner of plot of the land and property at premises number 12B, Rashbehari Avenue, Kolkata - 700026 having KMC Assessee number 110881400121 Police Station: Tollygunge and the subsequently the entire Property situated at premises number 12B, Rashbehari Avenue, Kolkata - 700026 having KMC Assessee number 110881400121 Police Station: Tollygunge was duly mutated by The Kolkata Municipal Corporation in favour of Mr. Rajib Mukherjee as the recorded owner.

**AND WHEREAS** thus the said Mr. Rajib Mukherjee became fully seized with and in absolute possession of the property situated at premises number 12B, Rashbehari Avenue, Kolkata - 700026 having KMC Assessee number 110881400121 Police Station: Tollygunge being it's only true, legal and absolute owner and/or is sufficiently entitled to the entire property situated

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at premises number 12B, Rashbehari Avenue, Kolkata - 700026 having KMC Assessee number 110881400121 Police Station: Tollygunge and enjoys a free clear indefeasible marketable title to the same and other than said Mr. Rajib Mukherjee at present there are no other legal heirs or successors of the said Probhat Kumar Mukherjee and Krishna Mukherjee (both since deceased).

**AND WHEREAS** in the meantime the family of the owners herein grew in size and with an eye to have better residential accommodation for themselves and the members of their family, the said owners herein jointly decided to develop the "Said Mother Property" consisting of both premises numbers 12A and 12B, Rash Behari Avenue, Kolkata - 700026, KMC ward number 88, Post Office Kalighat, Police Station: Tollygunge.

**AND WHEREAS** the owners/First Party due to paucity of fund and due to absence of necessary infrastructure and experience in matters of real estate development approached the Developer herein, Sthapati Enterprises Private Limited, a reputed Promoter/Developer of real estate properties, to develop the said mother property and construct new proposed building or buildings thereon as per the building plan/plans to be sanctioned for this purpose by the concerned authority (Kolkata Municipal Corporation).

**AND WHEREAS** the Developer herein, Sthapati Enterprises Private Limited, has agreed to develop the "Said Mother Property" in accordance to the building plan to be sanctioned for this purpose by the Kolkata Municipal Corporation and construct a new building thereon as per the plan/plans to be sanctioned by the Kolkata Municipal Corporation.

**AND WHEREAS** subsequently the Owners and the Developer entered into a Development Agreement which was executed and notarized on 30.09.2019.

**AND WHEREAS** in order to develop the "Said Mother Property" the need for amalgamating the two premises into a single premises became necessary and thus the owners applied for amalgamation of the two premises into a single premises at the office of the Kolkata Municipal Corporation.

**AND WHEREAS** before initiating the process of amalgamation, a portion of the two premises each, namely 12A & 12B, Rashbehari Avenue, were gifted by the respective owners to the other owners by registered Deeds of Gift in the following manner:



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1. Mr. Pratap Kumar Mukherjee and Mr. Prodyut Kumar Mukherjee gifted ALL THAT undivided land measuring 04 Chittack and structure measuring 50 square feet, out of ALL THAT the piece or parcel of land measuring 02 Cottahs 14 Chittack 12.5 square feet whereupon building standing thereon at 12A, Rashbehari Avenue to Mr. Rajib Mukherjee by a Deed of Gift registered on 06.12.2019 at the office of the Additional District Sub-Registrar, Alipore and entered in Book No: I, volume no: 1605-2019, Pages 240646 to 240679, being Deed No: 07177 for the year 2019
2. Similarly, Mr. Rajib Mukherjee gifted ALL THAT undivided land measuring 04 Chittack and structure measuring 50 square feet, out of ALL THAT piece or parcel of land measuring 01 Cottah 08 Chittack 37.5 square feet, whereupon building standing thereon at 12B, Rashbehari Avenue to Mr. Pratap Kumar Mukherjee and Mr. Prodyut Kumar Mukherjee equally by a Deed of Gift registered on 06.12.2019 at the office of the Additional District Sub-Registrar, Alipore and entered in Book No: I, volume no: 1605-2019, Pages 240680 to 240713, being Deed No: 07176 for the year 2019.

**AND WHEREAS** accordingly in the aforesaid manner, Mr. Pratap Kumar Mukherjee, Mr. Prodyut Kumar Mukherjee and Mr. Rajib Mukherjee became the absolute and undisputed owners in each of the premises 12A & 12B, Rashbehari Avenue, Kolkata – 700026.

**AND WHEREAS** thereafter the joint owners named at the beginning of this document obtained amalgamation of the two premises 12A, Rash Behari Avenue and 12B, Rash Behari Avenue into a single premise from the Kolkata Municipal Corporation, encompassing within its boundary an area of 04 Cottah 07 Chittack 05 Sq.Ft, originally being part of plot number 40 now being municipal and postal premises number 12A, Rashbehari Avenue, Kolkata – 700026, KMC Ward No: 88, Sub Registry Office: Alipore South 24 Parganas, Post Office: Kalighat, Police Station: Tollygunge having Assessee number 110881400110 under the joint ownership of the Owners herein and the said amalgamated property for the sake of brevity is hereinafter referred to these presents as the "Said Property" and described in details in the SCHEDULE "A" written hereunder.

**AND WHEREAS** the Owners have agreed to grant the Developer therein and herein exclusive right to develop the "Said Property" described in the Schedule "A" hereunder written by causing preparation of a building plan.



  
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and thereafter getting sanction thereof of the said building plan(s) for a multi-storeyed building(s) to be situated on the land of the "Said Property" detailed in the Schedule "A" written hereunder and thereafter to construct a new building(s) thereon in accordance with the building plan or plans thus sanctioned by the Kolkata Municipal Corporation and/or other statutory authorities containing within itself the Flat or spaces allotted to the Owners herein by virtue of these presents and detailed in the Owners' Allocation written hereinafter and upon completion of construction of the proposed new building handing over possession of the said Owners' Allocation to the Owners herein and thus for the Developer causing development of the "Said Property" detailed in the Schedule "A" written hereunder in the manner as described herein before the Owners herein are irrevocably agreeable to convey undivided proportionate indivisible and impartible share of land in respect of flats and/or commercial spaces and / or covered constructed spaces and / or car parking spaces and / or parking spaces and / or units comprised of combination of spaces to be erected thereon and belonging to and being part and parcel of the Developer's Allocation (detailed hereinafter) in accordance to the terms and conditions hereinafter appearing.

**AND WHEREAS** for the sake of legality and clarity it has become necessary to execute a new Development Agreement to remove the ambiguities of the previously executed on 27.09.2019 notarized Development Agreement and thus this instant agreement is being executed and registered by the parties hereto and this instant Registered Development Agreement will supersede all previous Agreements between the parties hereto, while the instant shall remain valid and binding between the parties hereto.


**AND WHEREAS** thus the Owners herein and the Developer herein have entered into this Agreement subject to the terms and conditions mutually agreed to by and between them and as contained herein below:

**NOW THIS AGREEMENT IS WITNESSETH AND IT IS HEREBY AGREED TO, CONFIRMED, ACCEPTED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

#### **ARTICLE - I: THE OFFER:**

- 1.1 The Owners/First Party herein agree to get the "Said Property" whose details are mentioned in the SCHEDULE "A" written hereunder developed by the Developer/Second Party herein and the Developer



  
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corridor (if any), entrance lobby to building, landing, pump room, overhead tank, water pump with motor, final roof(s) of the building(s) and other facilities and amenities which are required for proper enjoyment, provisions, maintenance and management of the building. It is detailed in the Schedule "E" written hereunder.

- 2.7 Saleable space:** shall mean the space in the said building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 2.8 Architect:** shall mean such person or persons, association of persons, firm, company etc. to be appointed by the Developer for planning and sanctioning the building plan or plans, supervising the construction of the said proposed building and its completion thereof.
- 2.9 Transfer:** with its grammatical variation shall mean and be deemed to include transfer by possession or by any other means adopted for effecting the transfer of space under the Developer's Allocation in the proposed building to the nominee or nominees of the Developer herein.
- 2.10 Transferee:** shall mean the nominee or nominees of the Developer nominated by the Developer to the Owners to effect transfer of part or whole of the Developer's Allocation and shall mean person, firm, limited company, Association of persons to whom part or whole of the Developer's Allocation of space of the said proposed building may be transferred, i.e. in other words it shall refer to the purchaser/s of the Developer's Allocation.
- 2.11 Unit or space for occupation:** shall mean super-built up space in the building available for occupation by the transferee/s.
- 2.12 Owners' Allocation:** shall mean flats and sums of money agreed to be allocated, in accordance with the provisions hereinafter stated (and detailed in Article IV written hereunder) to the Owners.
- 2.13 Developer's Allocation:** shall mean the units/portions/flats/car parking spaces/ commercial spaces / other spaces to be situated in and around the proposed new building proposed to be lying and



  
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situated on the "Said Property" allocated in favour of the Developer herein and detailed in Article V written hereunder.

- 2.14 Flat:** shall mean the flats and/or apartments and/or other space or spaces intended to be built and constructed and/or constructed Net Area capable of being occupied independently together with proportionate (to the net area of the flat) undivided impartible share in the land of the said property and proportionate (to the net area of the flat) undivided impartible share and user's interest in the common areas and facilities described in the Schedule "D" written hereunder.
- 2.15 Garage/Car Parking space:** shall mean the space/s provided on the ground floor in the said building as well as outside the building but within the land of the premises described in the Schedule "A" written hereunder where purchasers/allottee of the said space may park his/her/their vehicles but through which the Purchasers will allow ingress and egress rights to other co-owners of flats in the same building only when the said Car Parking Space is vacant (i.e. not occupied by any of its Purchasers'/Allottees' Vehicle/s).
- 2.16 Goods & Service Tax (GST):** Shall mean and refer to the GST payable by the owner / occupier of a flat / apartment / space on then prevalent rate on the cost of such flat / apartment / space. GST shall mean the sum total of Central GST payable as per CGST Act 2017 and State GST payable as per West Bengal GST Act 2017 implemented (Pan India except for the state of Jammu & Kashmir) where GST was promulgated w.e.f 8<sup>th</sup> July, 2017). Entry No. 5 -of Schedule II [see section 7] (of both the Central Act & State Act) - (supply of services) stipulates that *"The following shall be treated as supply of services, namely:*
- a) *renting of immovable property;*
  - b) Construction of a complex, building, civil structure or a part thereof, including a complex or building intended for sale to a buyer, wholly or partly, except where the entire consideration has been received after issuance of completion certificate, where required, by the competent authority or after its first occupation, whichever is earlier.
  - c) The expression "construction" includes additions, alterations, replacements or remodeling of any existing civil structure;"



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The Goods & Service Tax relating to development and construction being done by developer shall be paid by the Developer who shall comply with the applicable provisions regarding the same and keep the Transferees indemnified with regard thereto. The Goods & Service Tax in respect of the transfer of the Units to the Transferees shall be payable by the Transferees and shall be collected by the Developer from the Transferees (including lessees, in respect of any units that may be retained by/ transferred to them). The Developer shall pay the Goods & Service Tax payable, to the concerned authority in accordance with law in respect of such transfer of the Units to the Transferees. In case of any tax liability affixed by the tax authorities on the lessees, due to an unforeseen interpretation, at a future date, the lessees shall not be entitled to recover the same from developer.

GST payable on Owners' Allocation detailed hereinafter shall be borne solely by the Owners and if required will be recovered by the Developer from amounts of money payable to the Owner under Owner's Allocation herein.

- 2.17 Tax Deduction at Source (TDS):** Shall mean and refer to Income Tax deductible at source from all payments by the Developer to the Owners herein as per these presents Under Section 194IC of the Income Tax Act, 1961.
- 2.18 With The Grammatical Variation:** Shall mean transfer by means of conveyance and shall include transfer by possession and/or by any other means adopted for effecting what is understood as a transfer of space with impartible undivided interest of land proportionate to the flat and the right of use in common space in multi-storeyed building to the Purchasers thereof.
- 2.19 The Words Imparting Singular:** shall include plural and vice-versa.
- 2.20 The Words Imparting Masculine:** shall include feminine and neuter gender and similarly imparting feminine shall include masculine and neuter gender.



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**4.2 TYPE OF THE PROPOSED NEW BUILDING:** As per the envisaged building plan already caused to be prepared by the Architect engaged by the Developer and consequently approved by the owners and proposed to be sanctioned in the name of the Owners herein (with provisions for addition/alteration to the said sanctioned building plan provided however such addition/alteration will not in any way affect the Owners' allocation as detailed herein) by the concerned statutory authority, the proposed new building to be built on the land of the

**4.1 BASIS OF OWNERS' ALLOCATION:** The basis of this development agreement is that in consideration of the Owners herein giving exclusive and irrevocable right and authority to the Developer herein to develop the Schedule "A" defined Said Property in terms of these presents, the Owners herein shall be allocated to receive a total of 50% (Fifty percent only) of the total sanctioned floor area in the proposed to be constructed new building from the first floor and above floors, which shall be constructed in accordance to the building plan or plans to be sanctioned in the near future (with provisions for addition/alteration to the said sanctioned building plan provided however such addition/alteration will not in any way affect the Owners' Allocation as detailed hereinafter). However in lieu of the Developer taking the responsibility of the tenants on the ground floors for their settlement, the Developer shall be allocated all the areas and spaces constructed on the ground floor of the proposed new building.

#### **ARTICLE - IV: OWNERS' ALLOCATION:**

**3.3** The paragraphs headings do not form part of this Agreement and have been given only for the sake of convenience and shall not be taken into account for the construction of the interpretation.

**3.2** Any covenant by the Owners and/or the Developer not to act or do anything shall be deemed to include his/her/its/their obligation no to permit the said Act or thing to be done.

**3.1** In reference to a statute shall include any statutory extension or modification of such statute and any rules, regulations or orders made there under.

#### **ARTICLE - III: INTERPRETATIONS:**



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Schedule "A" detailed property will be a Ground plus multiple storey type building (with provisions for extension to the said building plan) housing within itself multiple self-contained flats / apartments other spaces of different dimensions on the above ground floors of the proposed new building of the following details in addition some car parking and other spaces on the ground floor:

- (a) **1** number of Commercial space of on **1<sup>st</sup> Floor North** (front side from Road) **facing** having a **Covered/ Plinth** area of **1,197 Sq.Ft.** comprised and Net Area of 1033 Sq.Ft. being Office / Commercial space number **"IA"**;
- (b) **1** number of Commercial space of on **1<sup>st</sup> Floor South** (rear side from Road) **facing** having a **Covered/ Plinth** area of **747 Sq.Ft.** and Net Area of 644 Sq.Ft. being Office / Commercial space number **"IB"**;
- (c) **1** number of Flat of type **"A"** on **2<sup>nd</sup> Floor North** (front side from Road) **facing** having a **Covered/ Plinth** area of **1,197 Sq.Ft.** and Net Area of 1,033 Sq.Ft. being Flat number **"IIA"**;
- (d) **1** number of Flat of type **"B"** on **2<sup>nd</sup> Floor South** (rear side from Road) **facing** having a **Covered/ Plinth** area of **747 Sq.Ft.** and Net Area of 644 Sq.Ft. being Flat number **"IIB"**;
- (e) **1** number of Flat of type **"C"** on the **3rd Floor North** (front or Road side) **facing** having a **Covered/ Plinth** area of **1,083 Sq.Ft.** and Net Area of 934 Sq.Ft. being Flat number **"IIIA"**;
- (f) **1** number of Flat of type **"D"** on the **3rd Floor South** (rear side from Road) **facing** having a **Covered/ Plinth** area of **861 Sq.Ft.** and Net Area of 743 Sq.Ft. being Flat number **"IIIB"**;
- (g) **1** number of Flat of type **"E"** on the **4th Floor North** (front or Road side) **facing** having a **Covered/ Plinth** area of **901 Sq.Ft.** and Net Area of 777 Sq.Ft. being Flat number **"IVA"**;
- (h) **1** number of Flat of type **"F"** on the **4th Floor South** (rear side from Road) **facing** having a **Covered/ Plinth** area of **1,043 Sq.Ft.** and Net Area of 900 Sq.Ft. being Flat number **"IVB"**;
- (i) Thus **each floor consisted of 1944 Sq.Ft Plinth or Covered area** including area allocated to flats and stair case landing lift and lift landing area of that floor (that is the area enclosed within the perimeter of the built area of that floor).
- (j) It is proposed to have minimum **four such floors** in the proposed new building as per the plan envisaged to be sanctioned.



  
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- (k) Thus **total plinth or Covered built up area** of the proposed new building from 1<sup>st</sup> to 4<sup>th</sup> floors as per the plan envisaged to be sanctioned comes to  $(1944 \times 4) = 7,776 \text{ Sq.Ft.}$
- (l) **50% of such total sanctioned floor area from the 1<sup>st</sup> Floor to 4<sup>th</sup> Floor** as per the plan envisaged to be sanctioned thus comes to  $(7776/2) = 3,888 \text{ Sq.Ft.}$  which is the area that should come under the Owners' Allocation.

#### **4.3 AGREEMENT BETWEEN THE OWNERS AND THE DEVELOPER**

**HEREIN:** With a view to fixing the Flats, car parking spaces and/or money in lieu thereof to Owners herein as per the Owners' Allocation of these presents, the Owners herein and the Developer herein came to the following mutually accepted agreement or Arrangement:

- (a) The spaces and areas constructed upon the ground floor will belong exclusively to the Developer herein in lieu of having taken the onus and expenses of Tenant settlement (which normally comes under the Owner's liability and responsibility but in this case it is being done solely at the cost and expenses to the Developer herein).
- (b) For the above four floors the Owners herein will take the third floor and fourth floor comprising 50% of the plinth or covered area of the above first to fourth floors of the proposed new building as per the plan envisaged to be sanctioned.
- (c) If any additional floor is sanctioned and subsequently built by the Developer herein over and above the fourth floor then such constructed floors shall belong to the Developer herein exclusively but the Developer shall financially compensate for 50% of the Owners' Allocation taken over by the Developer at a pre fixed rate mentioned elsewhere herein (if such a situation at all arises) as financial compensation for area under Owners' Allocation surrendered to the Developer herein.
- (d) The Owners are 3 (three) in number but 4 (four) flats are supposed to be situated on the third and the fourth floors (chosen by the Owners to be taken under Owners' Allocation) as per the building plan envisaged to be sanctioned. So it is decided that the owners will take three flats [Flat numbers "IIIA" (Type "C"), IVB (Type "F") and IVA (Type "E")] as per building plan envisaged to be sanctioned and give the fourth flat IIIB (Type "D") to the Developer in lieu of money to be paid by the Developer for taking over Flat under



  
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Owners' Allocation at a pre-fixed rate mentioned in the just following paragraph.

- (e) The rate agreed between by developer and the Owner to be paid by the Developer for taking over flat(s) under Owners' Allocation is Rs. 7,750 per Sq.Ft (Rupees Seven thousand seven hundred fifty only per squared feet) calculated on the Plinth or covered area of that flat. That is for taking over the flat IIIB (Type "D") under the Developer's Allocation from the owners' Allocation the Developer shall pay the Owners herein an amount of Rs.  $(861 \times 7750) = \text{Rs. } 66,72,750/-$  (Rupees sixty six lakhs seventy two thousand seven hundred fifty only). The same rate shall apply for compensating the Owners herein to an extent of 50% of the plinth area of any extra floor if any such extra floor is sanctioned and constructed by the Developer herein over and above the fourth floor plan presently envisaged to be sanctioned. The owners will decide and agree amongst themselves as to how to distribute the Flats and money receivable under the Owners' Allocation herein.
- (f) The 3 Owners shall be allocated to receive 3 car parking spaces or spaces to park the car within the land / building of the Schedule "A" detailed hereunder property provided the Developer is able to provide minimum six car parking spaces or spaces to park the car within the proposed new building proposed to be constructed as per the building plan envisaged to be sanctioned and/or on the premises of land detailed in Schedule A written hereunder. The said allocation will be notified by the Developer herein to the owners herein on a later date after sanctioning of the building plan envisaged to be sanctioned.
- (g) All the above calculations are based on the building plan envisaged to be sanctioned. If after sanctioning of the same it is found that the final sanctioned building plan differs grossly from the envisaged building plan then in that case the area allotted and money payable to the owners herein as per the Owners' Allocation detailed herein shall change in a pro-rated manner accordingly.
- (h) The Developer shall bear the cost of shifting and alternate accommodation of all the Owners separately during the period of construction of the proposed new building at a pre-fixed rate detailed elsewhere herein in lieu of which the Developer shall take over the existing structure standing thereon at the land and premises of the "Said Property" detailed in Schedule "A" written hereunder, demolish the same for making way to construct the





  
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proposed new building and the Developer shall keep and sale the salvage and enjoy the sale proceeds thereof without any claim howsoever from the owners herein.

- (i) Applicable GST on the Owners' allocation will be borne by the Owners only and if required will be recovered by the Developer from amounts of money payable to the Owner under Owner's Allocation herein.
- (j) Any payment by the Developer to the Owner as per these presents will be subjected to TDS under Section 194IC of the Income Tax Act, 1961.
- (k) Other than the above detailed areas spaces and/or money in lieu thereof the owners and/or anyone claiming under the authority of the Owners herein shall not claim or demand anything extra or in excess thereof from the Developer herein under any circumstances whatsoever.
- (l) As per the above detailed agreement between the Owners and the Developer herein the Owners' Allocation is detailed hereinafter.

**4.4 AGREEMENT AMONGST THE OWNERS HEREIN:** As per above detailed agreement between the Owners herein and the Developer herein and the building plan envisaged to be sanctioned in the name of the Owners herein (with provisions for addition/alteration to the said sanctioned building plan provided however such addition/alteration will not in any way affect the Owners' allocation as detailed herein) the proposed new building (a Ground + Four or more Storey Structure) is proposed to contain within it some self-contained flats / apartment / spaces of different dimensions and some car parking and other spaces on the ground floor. Out of these as per agreement between the Owners and the Developer herein the Owners were supposed to get four apartments and three car parking spaces or spaces to park the car (provided the Developer is able to provide minimum six car parking spaces or spaces to park the car within the proposed new building proposed to be constructed as per the building plan envisaged to be sanctioned on the premises of land detailed in Schedule A written hereunder, the said allocation will be notified by the Developer to the owner after sanctioning of the building plan envisaged to be sanctioned). Now the owners herein basically represent three families being the families of the two sons and one grandson of the late Ashutosh Mukherjee. One son, said Mr. Pratap Kumar Mukherjee (Owner No: 1 herein) represents one family and is



  
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entitled to one apartment, another son, said Mr. Prodyut Kumar Mukherjee (Owner No: 2 herein) represents another family and is entitled to one apartment and the said Mr. Rajib Mukherjee (Owner No: 3 herein), represents the third family and is entitled to one apartment. Again as per the building plan envisaged to be sanctioned in the name of the Owners herein, the owners herein are jointly entitled to 4 numbers of flats. Thus after negotiations amongst the owners herein and then further with the Developer it is irrevocably and forever agreed to, confirmed, accepted, declared and covenanted amongst the owners herein which agreement is accepted and ratified by the developer hereto that the owners herein shall receive three apartments as per the building plan envisaged to be sanctioned to be situated on the Third and Fourth Floors of the G+4 portion of the building of different areas and the fourth flat to be surrendered to the developer in lieu of which the owners to get Rs. 66,72,750/- (Rupees sixty six lakhs seventy two thousand seven hundred fifty only) as per detailed break up mentioned herein below and also the owners to get three car parking spaces or spaces to park the car (provided the Developer is able to provide minimum six car parking spaces or spaces to park the car within the proposed new building proposed to be constructed as per the building plan envisaged to be sanctioned and/or on the premises of land detailed in Schedule A written hereunder). The total owners allocation now as per the above referred agreement between the owners herein have been divided amongst each owner family unit (as detailed hereinabove) in the following manner and each owner family unit shall separately receive the following as his/her absolute share of the Owners' Allocation:

- (i) Owner No. 1 herein (which is owner family unit number 1), i.e. the said Mr. Pratap Kumar Mukherjee, shall receive one self-contained road side facing 3BHK flat, being flat number "IIIA"(Type "C" as per the plan envisaged to be sanctioned) on the third floor having a plinth or covered area of 1,083 Sq.Ft., and one car parking space or space to park the car as per terms and conditions detailed hereinbefore and shall receive a sum of Rs 16,50,750/- as his share of the fourth flat surrendered to the Developer which payment is to be made by the Developer as per the Schedule "D" written hereunder out of which on or before the execution of this presents the Developer herein has paid unto said Mr. Pratap Kumar Mukherjee a sum of Rs. 5,00,000/- as the 1<sup>st</sup> instalment of the total consideration payable to Mr.



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Pratap Kumar Mukherjee as per these presents and is acknowledged by said Mr. Pratap Kumar Mukherjee herein by issuing the Memo of Consideration of Owner No: 1 annexed hereto and which memo is part and parcel of this instant agreement.

- (ii) Owner No. 2 herein (which is owner family unit number 2), i.e. the said Mr. Prodyut Kumar Mukherjee, shall receive one self-contained non road side facing 3BHK flat, being flat number "IVB" (Type "F" as per the plan envisaged to be sanctioned) on the fourth floor having a plinth or covered area of 1,043 Sq.Ft., and one car parking space or space to park the car as per terms and conditions detailed hereinbefore and shall receive a sum of Rs 19,60,750/- as his share of the fourth flat surrendered to the Developer which payment is to be made by the Developer as per the Schedule "D" written hereunder out of which on or before the execution of this presents the Developer herein has paid unto said Mr. Prodyut Kumar Mukherjee a sum of Rs. 5,00,000/- as the 1<sup>st</sup> instalment of the total consideration payable to Mr. Prodyut Kumar Mukherjee as per these presents and is acknowledged by said Mr. Prodyut Kumar Mukherjee herein by issuing the Memo of Consideration of Owner No: 2 annexed hereto and which memo is part and parcel of this instant agreement.
- (iii) Owner No. 3 herein (which is owner family unit number 3), i.e. the said Mr. Rajib Mukherjee, shall receive one self-contained road side facing 2BHK flat, being flat number "IVA" (Type "E" as per the plan envisaged to be sanctioned) on the fourth floor having a plinth or covered area of 901 Sq.Ft. and one car parking space or space to park the car as per terms and conditions detailed hereinbefore and shall receive a sum of Rs 30,61,250/- as his share of the fourth flat surrendered to the Developer which payment is to be made by the Developer as per the Schedule "D" written hereunder out of which on or before the execution of this presents the Developer herein has paid unto said Mr. Rajib Mukherjee a sum of Rs. 5,00,000/- as the 1<sup>st</sup> instalment of the total consideration payable to Mr. Rajib Mukherjee as per these presents and is acknowledged by said Mr. Rajib Mukherjee herein by issuing the Memo of Consideration of Owner No: 3 annexed hereto and which memo is part and parcel of this instant agreement.





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- (iv) The above stated owner wise division of flats mentioned in the preceding 3 paragraphs is however an indicative division of flats amongst the owners and this instant agreement cannot be considered as a formal partition agreement between the owners. As such, the above mentioned flats under the owners' allocation would be considered as belonging to all the 3 owners jointly. Hence this Development Agreement can in no way be considered as a partition agreement for the same and the owner's will execute a separate partition deed in due course of time and get the same registered at the owners' own cost to confirm the actual division of flats amongst the owners.


Other than what is written in the immediately preceding paragraph the owners herein shall neither ask for any extra allocation from either the developer under any pretext and/or condition nor shall they ask anything else from each other as regards development of the said property and fixing up each owner's individual allocation as long as the building is built as per the building plan envisaged to be sanctioned. All the above calculations are based on the building plan envisaged to be sanctioned. If after sanctioning of the same it is found that the final sanctioned building plan differs grossly from the envisaged building plan then in that case the area allotted and money payable to the owners herein as per the Owners' Allocation detailed herein shall change in a pro-rated manner accordingly.

#### **4.5 FLAT(S)/APARTMENT(S):**

Accordingly as per the building plan envisaged to be sanctioned in the name of the owners herein (with provisions for addition/alteration to the said sanctioned building plan provided however such addition/alteration will not in any way affect the Owners' Allocation as detailed herein) and as per mutual understanding between the Owners herein and further agreement between the Owners and the Developer on this topic the following is the location of the said flats allocated under the Owners' Allocation to the OWNERS / FIRST PARTY herein and the three owners herein shall receive the following self-contained flats / apartment in the following order:

- (m) Mr. Pratap Kumar Mukherjee shall receive one self-contained road side North facing 3BHK flat, being Flat number "IIIA" (Type "C" as per the plan envisaged to be sanctioned) on the third floor



  
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having a plinth / covered area of 1,083 Sq.Ft. comprised out of a net area of 934 Sq.Ft.;

- (ii) Mr. Prodyut Kumar Mukherjee shall receive one self-contained non road side South facing 3BHK flat, being flat number "IVB" (Type "F" as per the plan envisaged to be sanctioned) on the fourth floor having a built up area of 1,043 Sq.Ft. comprised out of a net area of 900 Sq.Ft.;
- (iii) Mr. Rajib Mukherjee shall receive one self-contained road side North facing 2BHK flat, being Flat number "IVA" (Type "E" as per the plan envisaged to be sanctioned) on the third floor having a plinth / covered area of 901 Sq.Ft. comprised out of a net area of 777 Sq.Ft.

The above detailed flats under Owners' Allocation as detailed herein is shown in the plan or plans envisaged to be sanctioned and as demarcated in **RED** in the sketch maps (of the schematic plan proposed to be sanctioned) annexed hereto and its location details are given in the SCHEDULE "B" written hereunder to be constructed as per the specifications for same as outlined in the SCHEDULE "D" hereunder written together with proportionate (to the area of the Flat of each allottee) undivided impartible share & interest in the land described in the SCHEDULE "A" hereunder written together with proportionate impartible undivided share and users interest in the common areas, common facilities and common amenities as described in the SCHEDULE "F" hereunder written for accessing which the allottee of each Flat will have to bear proportionate (to his/her/their share of the allotted Flat area) common expenses as detailed in the SCHEDULE "G" hereunder written.

The above proposed Flat(s) thus allocated to the Owners herein under the Owners' Allocation hereto is proposed to contain Two/Three Bed Rooms, One Drawing/Dining Room, One/Two Toilets, One W.C., One Kitchen/Pantry and one/two Balcony(ies) to be allocated to the Owners as per these presents will be built as per the "detailed specifications" for same outlined in the SCHEDULE "D" written hereunder and according to the building plan or plans to be sanctioned in the near future (with provisions for addition/alteration to the said sanctioned building plan provided however such addition/alteration will not in any way affect the Owners' Allocation as detailed herein).



  
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In fact to perfectly assure each owner his/her/their separate and individual allocation the owners herein have irrevocably decided and agreed to execute amongst themselves a mutual partition deed in due course of time and register the same at their own costs reciting in details the above distribution of the owners' allocation after receiving possession of the owners' allocation.

- 4.6 GARAGE/CAR PARKING SPACE / SPACE TO PARK THE CAR:** The 3 Owners shall be allocated to receive 3 car parking spaces or spaces to park the car within the land / building of the Schedule "A" detailed hereunder property provided the Developer is able to provide minimum six car parking spaces or spaces to park the car within the proposed new building proposed to be constructed as per the building plan envisaged to be sanctioned and/or on the premises of land detailed in Schedule A written hereunder. The said allocation will be notified by the Developer to the Owners herein on a later date after sanctioning of the building plan envisaged to be sanctioned.
- 4.7 COST OF TENANT SETTLEMENT:** It is hereby agreed to by and between the parties hereto that though tenant settlement is solely the owner's obligation, liability and responsibility and any area and/or amount expended towards the tenant settlement process should be borne solely by the owners, yet in this case the Developer has agreed to bear the cost of tenant settlement in lieu of the entire ground floor to be retained by the Developer alone and the owners shall have no claim of the ground floor hereafter.
- 4.8 ALTERNATE ACCOMODATION:** The Developer herein has agreed to bear the cost of alternate accommodation by means of providing the monthly rent of three numbers of apartments to the three owners during the period of construction of the proposed new building. Such costs to be borne by the Developer to be strictly restricted to Rs. 15,000/- maximum per family per month.
- 4.9 PAYMENTS UNTO THE OWNERS BY THE DEVELOPER:** In addition to the above detailed flats and car parking spaces the developer shall pay (as explained hereinbefore) unto the owners a sum of **Rs. 66,72,750/-** (Rupees sixty six lakhs seventy two thousand seven hundred fifty only) as cost of land taken in excess of the Developer's





  
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allocation which payment is to be made by the Developer as per the Schedule "E" written hereunder out of which on or before the execution of this presents, the Developer herein has paid unto the owners herein, the first Instalments of the total consideration payable as per these presents and is acknowledged by all the Owners herein by issuing the Memos of Consideration annexed hereto and which memos are part and parcel of this instant agreement.

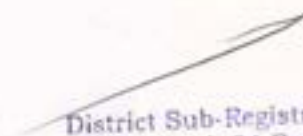
**4.10 COVENANTS, AGREEMENTS & UNDERTAKING BY THE OWNER NOT TO CLAIM AND/OR DEMAND ANYTHING IN EXCESS OF WHAT IS EXPRESSLY WRITTEN UNDER THE OWNERS' ALLOCATION:**

The owners herein covenant and agree with the Developer and undertake irrevocably and voluntarily that apart from the above mentioned flats, car parking spaces, alternate accommodation and sums of monies as detailed in clauses 4.5, 4.6, 4.8 and 4.9 as above, the owners herein and/or anyone claiming through the authority of the owners herein shall neither claim, demand interfere whatsoever nor shall receive (anytime now and/or in the future under any pretext whatsoever) anything else in terms of space allocation or money or combination of the two or in any other kind measure out of the Development of the said property in accordance to terms and conditions as laid down herein in this instant agreement and the remaining spaces (other than those coming under the Owners' Allocation as detailed in clauses 4.5 & 4.6 as above) by whatever terminology it may be called or distinguished (and proceeds from transacting the same) shall unquestionably, undisputedly and irrevocably belong to the Developer and/or its nominee or nominees as part and parcel of the Developer's Allocation mentioned hereinafter.

**4.11 FURTHER AGREEMENT ON THE DEVELOPER IRREVOCABLY GETTING ALLOCATION OF ANY ADDITIONAL FLOOR THAT MAY BE SANCTIONED OVER & ABOVE THE PROPOSED "G+4" STOREY BUILDING IN LIEU OF MONEY PAYABLE TO THE OWNER:**

It has been agreed between the parties hereto that if any additional floor(s) over & above the proposed "G+4" storey building is sanctioned by the concerned statutory authority and subsequently constructed / built by the Developer herein then that floor(s) shall belong in its entirety to the Developer herein but the Developer shall pay unto the owners herein a non-



  
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returnable sum of money @ Rs. 7,750/- per Sq.Ft for 50% of such additional space sanctioned, if any, as financial compensation for area under Owners' Allocation surrendered to the Developer herein.

#### **ARTICLE - V: DEVELOPER'S ALLOCATION:**

- 5.1 The Developer shall get the remaining [i.e. after deducting the Owner's Allocation as detailed in the preceding article No: IV(as detailed in clauses 4.5& 4.6) of the proposed building from the total built up and other areas provided for in the proposed building and in the "Said Property") portion of proposed building and the "Said Property" constructed as per the plan or plans to be sanctioned and/or further extended/amended/rectified by the concerned Authority/s including the remaining (i.e. by deducting the Owners' Allocation from the total number available in the said proposed building) flats, commercial spaces, car parking spaces, spaces to park the car, units comprised of summation of two or more space types, total roofs and the remaining open spaces together with proportionate undivided, impartible share or interest of land of the "said property" detailed in the SCHEDULE "A" mentioned hereinafter together with proportionate right, title, interest in the common facilities and amenities available or to be made available at the "Said Property" upon construction of said proposed building and as detailed in the SCHEDULE "F" written hereinafter for accessing which the Developer and/or its nominee(s) and/or Allottees under the Developer's Allocation will have to bear the proportionate common expenses written in the SCHEDULE "G" hereunder written together with absolute right on part of the Developer to enter into Agreement for Sale, transfer, lease, rent, mortgage and/or in any way deal with the portion of the property allotted to Developer herein by virtue of this Developer's Allocation. Be it specifically mentioned here that the entire ground floor would belong to the Developer in lieu of the settlement of the tenants existing in the "said property" detailed in the SCHEDULE "A" mentioned hereinafter.

#### **ARTICLE - VI: COMMENCEMENT:**

- 6.1 This Agreement shall deem to have been commenced with effect from the day month and year first above written.



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**ARTICLE-VII: TIME LIMIT FOR COMPLETION OF THE OWNERS'**  
**ALLOCATION:**

- 7.1** The Developer shall construct the building as per the plan/plans to be sanctioned by the concerned authority/s with provisions from amendment/rectification/extension to the said sanctioned plan subject to the provision that any change in the Owners' Allocation as envisaged herein must be previously approved by the Owners in writing and complete the said Owners' Allocation as written hereinabove in Article IV and further detailed in the SCHEDULE "B" hereinafter written and make the same habitable as per the "Detailed Specification" written in the SCHEDULE "D" mentioned hereinafter within a maximum limit of 48 (forty eight) months from the date of sanctioned building plan delivered from the K.M.C. Building Department and/or from the date of the developer receiving from the owners khas, vacant, peaceful, undisturbed and unconditional possession of the Schedule "A" detailed "Said Property", whichever is later of the two.
- 7.2** However it shall be the responsibility of the developer to pay the Building Plan sanction fees (including allied fees like Drainage Development fees water fees etc.) to the concerned authority and take delivery of the Sanctioned Building Plan and Permit.
- 7.3** However the time limit as mentioned just above may be extended on mutual consent and agreement of both the parties hereto which shall be reduced into writing.
- 7.4** However the Developer shall not be bound by any limited time frame to complete the Developer's Allocation and its commercial exploitation thereof by the Developer and the Owners herein shall not do or cause to do anything by which or means of which the Developer can be or shall be prevented in constructing and completing the Developer's allocation of the "Said Property" and its commercial exploitation thereof by the Developer and this shall mean that whenever called upon by the Developer the Owners shall execute and or perform his obligations as mentioned elsewhere herein.





  
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- 7.5 The Developer shall apply for & obtain Construction Completion Certificate from The Kolkata Municipal Corporation & upon the same being made available to the Developer a copy of the same will be immediately passed on to the Owners herein. However the certificate of the Architect/L.B.S. in-charge of supervision certifying the completion of the said new building will suffice in the Developer declaring completion of construction of Owners' Allocation in the said building as mentioned elsewhere herein.

**ARTICLE-VIII: OWNER'S RIGHTS & REPRESENTATIONS:**

- 8.1 The Owners represented that they are the sole and absolute Owners of and are seized with and possessed of or otherwise sufficiently entitled to the "Said Property" and have agreed to deliver to the Developer free, peaceful, unconditional and Khas possession to the Developer simultaneously with the execution of these presents and/or at any time up to the sanctioning of the building plan as per the requirement and/or choice of the Developer to take such delivery of possession to be determined solely by the Developer at its own choice and discretion.
- 8.2 That the "Said Property" is free from all encumbrances, charges, liens, attachments, trusts, acquisitions or requisitions whatsoever or howsoever and the Owners have a free clear, indefeasible, marketable title in respect of the "Said Property" and basing upon this the Owners are completely entitled to enter into this Agreement with the Developer.
- 8.3 That the Owners have not entered into any agreement for sale or transfer of whole or part of the "Said Property", save this one being executed today and further agree not to do so during the subsistence of this Agreement unless the same is approved in writing by the Developer herein.
- 8.4 That the Owners have obtained amalgamation of the two premises 12A, Rash Behari Avenue and 12B, Rash Behari Avenue into a single premise from the Kolkata Municipal Corporation, encompassing within its boundary an area of 04 Cottah 07 Chittack 05 Sq.Ft, originally being part of plot number 40 now being municipal and postal premises number 12A, Rashbehari Avenue, Kolkata - 700026,



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KMC Ward No: 88, Sub Registry Office: Alipore South 24 Parganas, Post Office: Kalighat, Police Station: Tollygunge having Assessee number 110881400110 under the joint ownership of the Owners herein and the said amalgamated property known herein in these presents as the "Said Property" is described in details in the SCHEDULE "A" written hereunder.

- 8.5 Nobody except the Owners have any claim, right, title and/or demand over in respect of the "Said Property" and/or any portion thereof.
- 8.6 No notice of acquisition or requisition has been received or has been served upon the Owners nor the Owners have any knowledge of or are aware of any such notice or orders of acquisition or requisition in respect of the "Said Property" or any part thereof.
- 8.7 There is no excess vacant land at the "Said Property" within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and if required the Owners herein shall apply for and obtain the necessary clearance certificate from the Competent Authority appointed under the provisions of Urban Land (Ceiling & Regulations) Act, 1976.
- 8.8 That there is no suit or proceeding pending in any Court of Law regarding the title in respect of the "Said Property" or any part thereof.
- 8.9 The Developer is entering into this Agreement strictly on the representations and/or assurance made and/or contained herein on the part of the Owners.

#### **ARTICLE - IX: OWNER'S OBLIGATIONS:**

- 9.1 Immediately with the execution of this Agreement the Owners will allow the developer to install and fix a Board on the said land and premises and the Developer shall be also eligible to publish advertisement inviting offers for acquiring dwelling flats and/or units comprised in the said multi-storeyed building under the Developer's Allocation to be constructed on the said land and premises, but the Owners will not charge any rent or occupation charges for fixing board at the said land and premises nor raise any objection to the same.



  
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- 9.2** To sign execute and register a boundary declaration of the said property if required by the developer as prepared by the Developer and/or his advocate / Architect at the cost of the Developer.
- 9.3** The Owners hereby agree that the Developer shall prepare or caused to be prepared of the building plan/s to be sanctioned by the concerned authority/s and/or shall prepare all such further necessary plans, documents etc. (if any required) and submit the same to the appropriate authorities being the Kolkata Municipal Corporation or any other authorities concerned to obtain approval of the said Corporation or any other agency, Government body or statutory authority that may be required to obtain the said sanction of the said plan which shall contain the Owners' Allocation as detailed hereinbefore and the Owners further agree to facilitate the completion of the construction of the said proposed multi-storeyed building as per the sanctioned building plan or plans.
- 9.4** The Owners hereby agree that whatever called upon, the Owners shall sign all plans, papers and documents and affirm all affidavits and sign and make any declaration or execute or cause to be done all acts, deeds and things that may be called for and may be necessary in connection with and/or relating to and/or any way required for obtaining sanction or approval or further sanction, extension, amendment of the said building plan by the Kolkata Municipal Corporation or any other authority and thereafter construction of the multi-storeyed building subject to its extent of legality.
- 9.5** The Owners shall handover to the Developer, free peaceful unconditional and Khas possession of the Schedule "A" detailed hereunder property to the Developer either upon execution of these presents or any time up to the sanctioning of the building plan as per the requirement and/or choice of the Developer to take such delivery of possession who (i.e. the Developer) then shall have the exclusive right and authority to dismantle the existing structure thereon and sell the debris and salvaged items to any person/association of person/company of their choice and keep such sale proceeds with themselves without any interference, claim demand whatsoever from the owners herein and/or anyone claiming through under the authority of the owners herein.






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- 9.6** The Owners shall answer and comply with all requisitions of the Developer and the Developer's and/or its nominee(s) Advocate(s) as be required in connection therewith.
- 9.7** The Owners hereby agree to sell, transfer, grant, convey, assure and assign unto the Developer and/or its nominee or nominees the said undivided share of land in proportion to the Developer's Allocation and as a consideration against this, the Owners agree to receive the apparent consideration mentioned in Article XI written hereinafter.
- 9.8** The Owners hereby authorise the Developer to enter into separate agreement/s for sale of the undivided proportionate interest in the said land with the nominee or nominees of the Developer who may be nominated by the Developer to the Owners in respect of the said undivided share or interest in the said land under the Developer's Allocation intended to be sold by the Developer to the nominee or nominees of the Developer (i.e. in other words proposed purchaser(s) of the Developer's Allocation in the building and land of the "Said Property"). The Owners shall execute the corresponding Deed or Deeds of conveyance in respect of the undivided proportionate share or interest of the land under the Developer's Allocation as per the Developer's call upon the Owners and register the same at the cost of the said nominees of the Developer.
- 9.9** The Owners hereby agree that all Agreement/s mentioned in the last preceding clause relating to the "Agreement for Sale" to be entered into with the nominee or nominees of the Developer shall be signed by the Owners if required at the costs of the Developer, either as a Vendors and/or as Confirming party subject to its complete legality only in respect of the Developer's Allocation.
- 9.10** In the event for any reason triggered by any wilful act of the Owners herein or for any act of default of the Owners herein the scheme as envisaged hereby and the terms of this Agreement cannot be executed, in that event the Owners shall refund to the Developer all sums of money that the Developer may have incurred towards developing the "Said Property" till that day together with interest @ 24% per annum and liquidated damages. The Developer shall retain possession of the said premises in whatsoever state or condition the said premises may be until all such payment due and payable by the Owners to the



  
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Developer under this clause or payable under any other clause herein has been paid by the Owners to the Developer.

**9.11** The Owners shall be liable to pay all outgoing including rent, taxes and or any sums of money that may be payable in respect of the said land/or premises to the Government or any other Authorities, Local Bodies, K.M.C. etc. up to the date of handover of Khas and peaceful possession of the "Said Property" to the Developer herein as per this Agreement and thereafter all such taxes shall be paid by the Developer till such a time when the Owners' Allocation is handed over to the Owners herein.

**9.12** The Owners do hereby further assure and confirm the Developer that the Owners shall not deal with or transfer their interest as Owners of land in the "Said Property" in general and the Developer's Allocation in particular or any part thereof to any person/s who are not nominated by Developer and the Owners shall only enter into Agreement for Sale in respect of the "Said Property" appertaining to the Developer's Allocation with the intending purchaser or purchasers or transferee/s nominated by the Developer and the Owners shall execute and register the proper Deeds of Conveyances in favour of either the Developer or person/s nominated by the Developer and the Owners by themselves shall not procure any person/s as the purchaser or purchasers of the "Said Property" in general and the Developer's Allocation in particular. However the cost of preparing executing and registering (if registered) any such Agreement(s) for Sale and/or corresponding conveyances as mentioned herein in this clause relating to part/or whole of the Developer's Allocation herein shall be borne by the Developer and/or its nominee(s) only and the Owners shall have no liability in this regard but the Owners shall have every right to transfer its (i.e. the Owners') Allocation to any person of their (the Owners) choice at their suitability except that the Owners shall not dilute their rights and authority as Owners of the "Said Property" before the Developer has completed the commercial exploitation of the Developer's Allocation in terms of this Agreement and this includes that the Owners herein shall not assign their rights and authority as Owners of the "Said Property" during the subsistence of this Agreement to anyone without exclusive prior written permission of the Developer herein.



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**9.13** The Owners herein further agree with the Developer that during the period of subsistence of this Agreement including planning and sanctioning of the building plan of the proposed new building, construction of the proposed new building, its completion thereof and its commercial exploitation thereof in terms of this agreement by the Developer herein, the Owners herein shall not do any/or cause to do or be done anything related to Developer's part of the construction and the Developer's allocation in particular like transfer, sale, mortgage, create charge, lien, lispensens in anyway whatsoever, rent, sublet and/or otherwise do anything by means of which the rights available to them (Owners) as Owners of the land may be compromised in any fashion whatsoever only in respect of Developer's allocation. However such covenant by the Owners as mentioned herein in this clause shall not constitute as a constrain in the Owners dealing with the Owners' Allocation in any fashion they may deem fit and is legally permitted to do so long as such a dealing/s by the Owners regarding the Owners' Allocation do not dilute the rights available to the Owners herein as Owners of the land / "Said Property" vis-à-vis in dealing with the Developer's Allocation as and when called upon by the Developer to do so.

**9.14** The Owners herein hereby agree and covenant with the developer herein not to do any act deed or thing whereby the Developer shall be prevented from planning constructing and completing the said proposed new building and/or do any other work relating to the said building nor to cause any interference or hindrance in the matter of construction lawfully made and doing any other lawful work in respect of the said building at the said premises by the developer herein subject to the developer complying with and/or acting in consonance with the terms and conditions as contained in this Agreement subject to the Force Majeure clause contained hereinafter.

**9.15** The Owners hereby agree and covenant with the developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's Allocation portion in the building or of the "Said Property", subject to the Developer complying with the terms and conditions of this Agreement.






  
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**ARTICLE - X: DEVELOPER'S RIGHTS AND RESPONSIBILITIES:**

- 10.1** The Owners hereby grant to what have been stated hereinafter the exclusive right to the Developer to plan, build, construct, erect & complete the proposed building after obtaining necessary sanction or sanctions from the appropriate authorities as per their rules and regulations with or without amendment and/or modification caused by the Developer in accordance with the rules of the said authorities
- 10.2** That the Developer after consultation with the Owners shall be entitled to prepare modify and alter the plan as per Kolkata Municipal Corporation's rules and/or bye-laws and submit the same to the appropriate authorities in the name of the Owners and at the developer's cost to get the same sanctioned and the developer shall further pay and bear all fees including the architect's fees, charges, expenses required to be paid and/or deposited for obtaining such approval from the said Authority and provided however the construction of the said building on the property shall be done exclusively by the Developer through either their own resources or through their appointed contractor/s who may appointed in consonance with this agreement and they (the developer) will entitled to all refunds of the payments and/or deposits made by the Developer. However the Owners shall sign execute all necessary papers and documents whenever required to be obtained for such approval for construction of the proposed building.
- 10.3** The Owners agree that the Developer shall have the exclusive authority to appoint architect or architects of the choice of the developer in respect of the planning, sanctioning, supervising construction unto completion and obtaining occupancy/completion certificate of the said proposed multi-storied building.
- 10.4** The Developer shall be entitled to raise loans at their own risk from any Nationalised, private sector or schedule Banks, recognised Financial Institution and/or from the market for the development of the said land and for construction of the said multi-storied building without creating any financial liability upon the Owners herein and the Owners herein shall always be indemnified thereof.




  
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- 10.5** The Developer hereby agrees that the Owners' Allocation would be handed over prior to and/or simultaneously with handing over of the flats under Developer's allocation.
- 10.6** The parties hereby agree that in the event the Developer chooses to sell part or whole of the constructed areas under the Developer's Allocation being flats and/or units in the said proposed multi-storeyed building subsequent to the construction of the said multi-storeyed building and/or during or before the period of construction of the said multi-storeyed building the Developer shall be entitled to enter into one or more than one Agreement/s with the nominee/s of the Developer to sell the Flats, Apartment, Commercial Spaces, shops, Car Parking spaces, units etc. together with proportionate share of land and common areas and utilities under the Developer's Allocation in the said multi-storeyed building and the Owners agree to join in those Agreement/s for Sale as confirming party so as to confirm the subsequent transfer of proportionate land area to the Developer or their nominee/s during the execution of the corresponding conveyance subject to the other terms and conditions in these presents.
- 10.7** The parties hereto agree that in the event any of the intending purchaser nominated by the Developer makes default and loses his right to acquire and undivided proportionate share of land (together with the flat and/or unit proposed to be purchased by the said purchaser/s) then the Developer shall be entitled to enter into further Agreement with other nominee or nominees in respect of the said undivided portion of the land (together with the said Flat and/or unit proposed to be purchased by the said defaulting purchaser) being the subject matter of the Agreement which the Developer may have entered into previously and which may stand terminated on account of default of the said intending purchaser and/or nominee or nominees of the said Developer.
- 10.8** The Developer shall have deed/s of conveyance executed in respect of the said undivided proportionate share of the said land sold conveyed and transferred either to the Developer and/or to the nominee or nominees of the Developer in respect of the undivided proportionate share in the said land together with constructed areas being flats, car parking space and/or units under the Developer's Allocation only as



  
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and when the Developer on its absolute discretion, may think fit and proper and the Owners agree to join in such deed/s as Vendor of the land.

- 10.9** The Owners hereby agree that the Developer shall be entitled to enter into all other Agreement(s) that the Developer may think fit just and expedient for the purpose of construction of the said multi-storied building either on their own behalf or on behalf of the nominee or nominees that may be nominated by the Developer in accordance with the terms and conditions of this Agreement and by virtue of the power hereby granted by the Owners to the Developer.
- 10.10** That after completion of the said building including the said Owners' Allocation as written hereinbefore and detailed in the SCHEDULE "B" hereunder written as per the specifications mentioned in the SCHEDULE "D" hereunder and after handing over of the Owners' Allocation of the building by the developer to the Owners in terms of this agreement the Developer shall be responsible and/or liable for any defect in any item of works or construction of the said floor area under the Owners' Allocation for a period of 1 (one) year only from the date of issue of intimation of completion of construction of the Owners' Allocation (as verified/certified by the Architect-in-charge of the project).
- 10.11** The Developer shall be entitled to assign all its right title and interest of this Agreement as per the terms and conditions contained in this Agreement only to any nominee or nominees of the Developer i.e. purchaser(s) of the Developer's Allocation at any time during the subsistence of this Agreement.
- 10.12** The parties hereto hereby agree that the Developer shall be entitled to take all steps and/or decisions relating to the management of the said proposed multi-storeyed building immediately upon its completion thereof.

#### **ARTICLE - XI: APPARENT CONSIDERATION:**

- 11.1** In consideration of the Owners having agreed to permit the Developer for development of the "Said Property" and commercially exploit the





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Developer's allocation of the "Said Property" as per these presents the Developer agrees as follows :-

- a) At their own cost (of the Developer) to prepare or caused to be prepared of the building plan which shall include the Owners' Allocation as written hereinbefore with provisions for addition alteration to the said plan without altering (if not so permitted in writing by the Owners) the portion allocated to the Owners by virtue of the said Owners' Allocation as mentioned hereinbefore; get the said building plan or plans duly sanctioned and/or approved by the concerned authorities and bear all costs, charges and ancillary towards the sanctioning process including costs of the Architects and/or other persons to be appointed by the Developer in planning and corresponding sanctioning of the said plans and/or altering and or getting the said altered plan/s sanctioned as per provisions contained herein as well as according to the laws of the sanctioning authorities.
- b) To pay all costs of supervision of the development, construction and completion of the said proposed building in particular and the "Said Property" in general including the Owners' Allocation of the said proposed building together with common areas/amenities/facilities in the said proposed building and in the "Said Property".
- c) To bear all costs, charges and expenses for development of the "Said Property" including construction and completing the said proposed building on the "Said Property" including the portion under the Owners' Allocation which will be completed within the time period stipulated hereinbefore.
- d) To pay the Owners 66, 72,750/- (Rupees sixty six lakhs seventy two thousand seven hundred fifty only) as full consideration of the land taken in excess of the developers share.

**11.2** All such payments as may be made by the Developer to the Owners during the tenure of these presents as per these presents and/or all such costs of development of the "Said Property" as to be so incurred by the Developer on behalf of the Owners as stated immediately hereinbefore shall be deemed to be payment towards the consideration herein and would discharge the Developer towards payment of the consideration once the construction of the Owners' Allocation is completed and handed over to the Owners herein in habitable condition in addition to the payment to be made by the Developer



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herein to the Owners herein as detailed in the Owners' Allocation (Article: IV) portion of this Agreement and which payment is to be acknowledged by the Owners herein in due course upon receiving the same. The certificate of Architect so appointed regarding the completion of construction, its habitability and the costs of construction of the same should be final and binding upon the parties herein. However the Owners with respect to their own personal dealings shall not be bound by the valuation of the said Architect.

#### **ARTICLE-XII: POWER OF ATTORNEY:**

- 12.1** Together with the execution of these presents the Owners herein shall grant in favour of the Developer and/or its representative or its nominee or nominees a Power of Attorney to enable the Developer to smoothly execute the terms and conditions contained herein, including planning the proposed building, get the same plan sanctioned and/or modified and/or extended from the Kolkata Municipal corporation and/or any other statutory body/s; construct and complete the building for the purpose mentioned in and in accordance to the sanctioned building plan/s and permit/s; apply for obtain the necessary completion certificate from concerned authorities; apply for and obtain construction water, permanent common electric meter (& connection), drainage, roads etc. connections from the concerned authorities apply for and obtain licenses/permits/sanctions for developing/promotions the property in general and constructing, completing the building and its commercial exploitation thereof by the Developer as per the terms and conditions mentioned herein in particular; to sell the Developer's Allocation of the proposed building including entering into agreement(s) for Sale (whether registered or not) with intending purchaser(s) of the flats and/or units under the Developer's Allocation and also to accept the earnest money and/or consideration money thereof and also accept, execute and duly register the corresponding Deed/s of conveyance/s including the proportionate share and interest of the land in favour of the prospective purchaser(s) of the Developer's Allocation. The said Power of Attorney as mentioned herein in this clause shall remain in force till completion of the proposed building and its commercial exploitation thereof in terms of this Agreement by the Developer and during this period the said Power as mentioned herein in this clause cannot be revoked unilaterally by the Owners herein without the



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consent of the Developer during the tenure of the agreement period but in case of misuse of Power, the Owners shall have right to revoke the same. The Owners herein further agree to execute all such additional Power/s and/or other instruments in favour of the Developer as and when the Developer deem fit to obtain the same so as to facilitate the smooth execution of the terms and conditions mentioned herein in these presents.

**ARTICLE-XIII: TITLE DEEDS:**

- 13.1** All Original title Deeds, papers, certificates, receipts, documents in respect of the "Said Property" during the continuation and/or subsistence of the Agreement shall be kept with the Developer against proper writing and which shall be handed over to the Owners herein and/or at their discretion to the Apartment Owners Association in the said proposed new building (after its formation) after completion of this project as per these presents.

**ARTICLE-XIV: BUILDING:**

- 14.1** The Developer shall at its own cost build, construct, erect and complete the said proposed building and common facilities and amenities situated and/or to be situated at the Schedule "A" (written hereunder) detailed "Said Property" in accordance to the plan or plans to be sanctioned or in accordance to such further plans that may be prepared by the Developer after obtaining necessary approval from the concerned authority with standard materials as may be specified by the Architect from time to time.
- 14.2** The decision of the Architect regarding the quality of materials used shall be final and in case of any defect in materials supplied the architect who certified the same shall responsible.

**ARTICLE: XV: SPACE ALLOCATION:**

- 15.1** That on completion of the Owners' Allocation of the said building and being informed by the Developer about the same in writing the Owners herein shall take possession of the Owners' Allocation of the proposed building together with its rights in common facilities and common



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areas as specified hereinbefore subject to provisions of Article IX as above. Though the time period for constructing and delivering the Owners' Allocation has already been stipulated hereinbefore, however the said delivery of the Owners' Allocation shall not be constituted as a constraining factor for performing all the obligations contained herein by both the parties hereto.

- 15.2** The Owners shall however be entitled to transfer or otherwise deal with their allocation or portion thereof as permitted under laws of the land during and/or after construction of the proposed new building independently without disturbing the terms and conditions and true letter and spirit of this Agreement again subject to the provisions of Article IX as above.
- 15.3** The Developer shall be exclusively entitled to its allocation with exclusive right to transfer and/or to deal with it or dispose of the same or enjoy the same as Owners of whole or portion of the said Developer's allocation (after executing proper deed of conveyance in favour of the Developer or its nominee by the Owners herein as per these presents) without any right claim or demand or interest whatsoever of the Owners or anybody claiming through under them and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession with regard to the Developer's Allocation and no other consent shall be required for the same as this instant Agreement in itself be deemed to be the consent of the Owners in this regard provided however that the Developer and/or its nominee(s) abide by the true letter and spirit of these presents.
- 15.4** In so far as necessary all dealings by the Developer in respect of the said land and the said building shall be in the name of the Owners as the case may be and for which the Owners undertake to give the Developer and its representative or their nominee or nominees Power(s) of Attorney in such form and such manner as may be reasonably required by the Developer for development including construction of the proposed new building and such Power of Attorney shall remain in force until completion of the proposed building and full commercial exploitation of the Developer's Allocation of the Schedule "A" (written hereunder) detailed "Said Property" by the Developer as per the terms and conditions set forth herein. It is being understood however that such dealings shall not in any manner



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fasten or create any financial liability upon the Owners of the "Said Property".

**ARTICLE: XVI: COMMON EXPENSES:**

- 16.1** The Developer shall pay and bear all property taxes and other dues, outgoings in respect of the "Said Property" accruing and due on from the date of handing over the possession of the "Said Property" by the Owners to the Developer for such a time when the Owners' Allocation is not handed over to the Owners as per these presents.
- 16.2** As soon as the Owners' Allocation of said proposed building is completed the developer shall give written notice to the Owners herein requiring the Owners to take possession of the Owners Allocation as mentioned hereinbefore. Within 15 days of receiving such possession notice the Owners and or their men or parties holding any portion of the building under the Owners' Allocation shall be responsible for payment of Municipal and Property tax, dues, duties and other public outgoings and other imposition whatsoever for the portion of the proposed building commonly known and/or specially mentioned hereinabove as Owners' Allocation provided that the Developer has fully complied with the terms mentioned in the Schedule "D".
- 16.3** Thereafter the Owners and the Developer and/or Nominee/Nominees of the Developer shall pay their respective portion of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the developer and both the parties hereto shall keep each other indemnified against all claims, sanctions, demand, costs, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent to upon a default by the Owners and/or the Developer in this regard.
- 16.4** As and from the date of service of notice of intimation of completion certificate of the Owners' Allocation inviting the Owners to take possession of the Owners' Allocation, the Owners and/or person/s in ownership or occupation of Owners' Allocation or portion thereof shall be responsible to pay and bear (provided the Owners' Allocation is complete as per Schedules mentioned hereinafter) and shall forthwith pay on demand to the Developer and/or the nominee or nominees of



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the Developer the proportionate service charges for the common facilities in the said building (as described in the SCHEDULE "G" hereunder written) payable in respect of the Owners' Allocation and the said charges to include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light sanction, repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switch gear, transformers, generators, lifts, pumps, motors and other electrical and mechanical installations, applications and equipment, stairways, corridors, pathways and other common facilities whatsoever as may be mutually agreed in writing from time to time provided that if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular usage and/or in the accommodation in the Owners' Allocation or any part thereof or any additional maintenance or repair is required by virtue thereof the Owners herein and/or person in occupation thereof shall be exclusively liable to pay and bear the additional premium and/or maintenance and/or repair charges as the case may be.

- 16.5** Any transfer of any part of the Owners' Allocation in the proposed new building shall be subject to the provisions herein and the Owners shall not thereafter be responsible in respect of the space transferred to pay the said rates in respect of the portions thus transferred.

**ARTICLE: XVII - COMMON RESTRICTIONS:**

- 17.1** The Owners' Allocation in the building shall be subject to the same restriction on use and/or transfer as applicable to the Developer's Allocation in the said building.
- 17.2** Neither of the parties shall transfer, convey, let out mortgage, grant lease in respect of their respective allocation unless:
- a) Such party/s shall have observed and performed all terms and conditions on his or its or their respective part to be observed and performed.
  - b) The proposed transferee shall have to give a written undertaking to the bound by the terms and conditions hereof and duly and





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promptly pay all and whatsoever amount shall be payable in relation to the area in his/her/their/its possession.

- 17.3** Both parties i.e. the Owners & the Developer and/or their respective transferee/s (if any) shall abide by all laws, bye-laws, rules and restrictions as may be imposed by the Government, Municipal Corporation, Statutory or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any/one of the said laws, bye-laws, rules and regulations.
- 17.4** The Allottee or Allottees shall keep the interiors and walls of his/her/their/its respective allotment or allotments clean and harmless and also sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in good working conditions and repair and in particular not to cause any damage to the said building or any part thereof or other space or accommodation therein and shall keep other occupiers of the building indemnified from and against any consequences of any breach.
- 17.5** Neither party shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the building or any part thereof and shall keep the occupiers thereof safe, harmless and indemnified from and against the consequences of any breach.
- 17.6** Neither party shall be allowed to deviate from or cause to be deviated of the said sanctioned building plan, or plans including outside and/or exterior finish and facia of the building as done in accordance to the sanctioned building plan or plans or working drawings as supplied by the Architect.
- 17.7** Neither party shall use or permitted to be used of his/her/its/their respective allocation in the said building for carrying on any illegal and/or immoral trade or activity.
- 17.8** Neither party shall throw or accumulate any rubbish or refuse or permit the same to be thrown in or about the building or in the compound.



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**17.9** Both the parties shall respect each other's allocation and shall be allowed peaceful occupation and use of their respective allocations as per these presents and in accordance to law.

**17.10** The Owners or their nominee or nominees shall permit the developer and/or nominee or nominees and its/their servants with or without workmen at all reasonable time with prior notice to enter into upon the Owners' Allocation and every part thereof for the purpose of maintenance and/or repairing or for any work in the building/premises.

**ARTICLE - XVIII: OWNERS' INDEMNITY:**

**18.1** The Owners or anybody claiming through them hereby undertake that the Developer and/or nominee/nominees shall be entitled to their allocation and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer performs and fulfils all the terms and conditions herein stipulated and on its part to be observed and performed.

**ARTICLE - XIX: DEVELOPER'S INDEMNITY:**

**19.1** The Developer hereby undertakes to keep the Owners herein indemnified against all third party claim and actions arising out of any act or commission of the Developer or any accident, death of the labour engaged by the Developer in or relating to the construction of the said building.

**19.2** The Developer hereby undertakes to keep the Owners indemnified against all actions, suit costs, proceedings and claims that may arise out of the developer's actions with regard to the Development of the "Said Property" and/or in the manner of construction of the said building and/or for any defect therein.

**ARTICLE - XX: PROVISION FOR RECOVERY OF LOSS BY DEVELOPER & OWNERS:**

**20.1** That should the Owners fail to execute any Deed or Deeds or fail to comply with any of the terms and conditions of this agreement as



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stipulated herein and/or cause default of any term and condition of this Agreement or go against its true letter spirit and purpose; in that event the Developer shall be entitled to sue for specific performance of this Agreement and also be able to recover all losses and damages that the Developer may have suffered thereof from the Owners herein.

- 20.2** That in the event the Developer fails and/or neglects to observe and perform the terms and conditions and stipulation contained in this Agreement or commits any default of this Agreement, the Owners shall then be entitled to sue for specific performance of this Agreement. That the Owners' Allocation of the said building shall be completed within the time period mentioned hereinbefore in default of which the Developer shall be liable to pay damages to the Owners at the rate of Rs. 10,000/- per owner per month for the time period the said Owners' Allocation is not completed.

#### **ARTICLE - XXI: FORCE MAJEURE:**

- 21.1** The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.
- 21.2** Force Majeure shall mean flood, earthquake, riot any litigation (civil or criminal), war, cyclonic storm, tempest, civil commotion, strike, lock out and/or other act or commission beyond control of the parties hereto but shall not include petty strikes and commotions normal to the city of Kolkata.

#### **ARTICLE - XXII: ARBITRATION:**

- 22.1** In case of any dispute or question arising between the parties hereto with regard to this agreement and/or its interpretation thereof and/or anything arising out of the provisions or done in pursuance hereof and/or work relating thereto shall be referred to the arbitration in accordance with the Arbitration & Conciliation Act, 1996. The First Party shall name an arbitrator and the Second shall name their arbitrator. The two arbitrators so appointed shall nominate the





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presiding arbitrator. The Arbitrator shall have the right to proceed summarily and to make interim award which shall be binding on the parties hereto. The Venue of the arbitration shall be at Kolkata only. In any case all disputes shall be referred to Kolkata Jurisdiction only.

#### **ARTICLE: XXIII - MISCELLANEOUS:**

- 23.1** That this instant Registered Development Agreement will supersede all previous Agreements between the parties hereto.
- 23.2** The Owners and the Developer entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to construct as a partnership between the Developer and the Owners or as a joint venture or joint adventure between the parties hereto in any manner nor shall the parties hereto constitute as an Association of persons. Each party shall keep the other party indemnified from and against the same.
- 23.3** It is understood that from time-to-time to facilitate the developing of the "Said Property" including construction of the proposed building by the Developer, various deeds, matters and things not specified herein may be required to be done by the Developer for which the Developer may need the authority of the Owners and/or various applications and other documents may be required to be signed or made by the Owners relating to which specified provisions may not have been mentioned herein. The Owners undertake to do all such acts, deeds, matters and things that may be reasonable required & legally permitted to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorization as may be required by the Developer for the above referred purpose/s and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe on the rights and allocation of the Owners as specified herein nor do they go against the spirit of this agreement and common law. Further after completion of the work for which the Owners executed power, deed or things would be of no effect after completion of the said work.
- 23.4** Any notice required to be given by the either party hereto shall without prejudice to any other mode of service available, be deemed to



  
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have been served on the other party herein if delivered by hand and duly acknowledged or sent by the prepaid registered post or India Speed Post service with acknowledgement due to the respective address of either of the party/s concerned written at the beginning of this document and be deemed to have been served on the said party.

**23.5** The Developer shall frame scheme for management and administration of the said building and/or common parts thereof and the parties hereby agree to abide by the rules and regulations of Management/Society/Association when and if formed and hereby give consent to abide by the same provided the share of property allotted to the Owners by this Agreement, not be impaired in any way. Till the formation of the said Management / Society / Association, the Developer shall administer, manage maintenance of the said building and / or common parts thereof and the parties hereby agree to pay forthwith on demand to the Developer all such common expenses required to maintain and manage the said building (constructed thereon on the "Said Property") in general and the common portions, areas, amenities and facilities in particular.

**23.6** That the Owners binds themselves to pay to the Owners' Association (or to the Developer up to the period of formation of the Owners' Association) month by month and every month, the proportionate amount of the costs, charges and expenses for maintenance (generally known as the Common area maintenance charges or CAM charges and detailed in SCHEDULE-"G" written hereunder) of the common areas/portions and common facilities more fully described in the SCHEDULE-"F" hereunder written. Such monthly Municipal Taxes, maintenance and service charges shall be payable by the Owners and the nominee of the Developer to the Association (or Developer as the case may be) within 15 (Fifteen) days from the date of the Association (or Developer as the case may be) submitting its bills for the same. The Association shall decide (or Developer as the case may be) the amount of monthly maintenance and service charges payable by the Apartment / Space Owners of the said building. The expenses are as follows and described in details in the SCHEDULE-"G" written hereunder:-

- a.** Municipal or other taxes and statutory outgoing that may from time to time be levied against the said premises and/or the said building including electricity charges, water taxes etc.

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- b.** All outgoing for services, maintenance and management of the said building incurred in connection with the said premises and common areas facilities amenities thereof
- 23.7** That all proportionate costs and expenses or incidental to the constitution or organization or formation of such Owners' Association shall be borne by the Owners or their nominee(s) herein and the Nominees of the Developer (Purchasers of Developer Allocation) who shall become a member thereof.
- 23.8** Nothing in these presents shall be considered as a demise and assignment or transfer or conveyance in law by the Owners of the "Said Property" or any part thereof to the Developer or creation of any right title interest in respect thereof unto the Developer other than the exclusive right to the Developer for development of the "Said Property" and exploitation of the same commercially in terms hereof and to deal with the Developer's Allocation as detailed hereinbefore in the manner and subject to the terms and conditions herein provided.
- 23.9** This instant Agreement can be cancelled only as per provisions for same set forth in these presents and under no circumstances can any one party herein unilaterally cancel the same unless such cancellation is made according to the terms and conditions set forth herein. However upon completion of the proposed building together with its full commercial exploitation thereof by the Developer according to the terms & conditions set forth herein and observance and honouring of all the terms and condition of this Agreement including mutual performance of duties and obligations required of both the parties herein, the parties herein shall be discharged and/or relieved of their mutual responsibilities and the corresponding Power/s of Attorney given by the Owners herein to the Developer herein and/or its nominee or nominees and/or representative shall then automatically stand revoked.
- 23.10** In the unfortunate incident of the demise of any one or more of the party or parties to this agreement, this Agreement shall continue uninterrupted unhindered and unobstructed till meeting this Agreement's logical conclusion of completion of the said proposed building, its commercial exploitation thereof by the Developer and completing the Owners' Allocation and handing over the same to the





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Owners herein and/or their representative/s in terms of this Agreement. The heir/s and/or successor/s and/or the assign/s and/or representative/s of the demised party or parties shall sign and/or execute all such further Agreements, consents, deeds, indentures, powers etc. as may legally be or otherwise necessary by the surviving parties to this Agreement in order to ensure this Agreement's uninterrupted continuity in terms of this Agreement.

**THE SCHEDULE "A" REFERRED TO ABOVE:**

**(SCHEDULE OF LAND/PREMISES REFERRED TO IN THESE PRESENTS AS THE "SAID PROPERTY")**

**ALL THAT** the pieces or parcels of Revenue redeemed Land containing an area of about 04 Cottahs 07 Chittack 05 Sq.Ft or a little more or less with a three storied brick built messuage tenement hereditament and dwelling house thereon measuring more or less 5520 Sq.Ft built up area, being part of original plot number 40 presently situated, lying at and being the amalgamated municipal premises number 12A, Rashbehari Avenue, Kolkata - 700026, within municipal ambits of The Kolkata Municipal Corporation, ward No: 88, together with certain rights on the 7.33 m wide passage on the south east thereof, being KMC Assessee Nos: 110881400110, police station Tollygunge, sub registry office Alipore, South 24 Parganas, post office Kalighat, Kolkata: 700026 under the joint ownership of the Owners herein being butted and bounded in the following manner:

ON THE NORTH BY: 84'-0" feet wide Rashbehari Avenue

ON THE SOUTH BY: Premises no 14A & 16A, Rashbehari Avenue

ON THE EAST BY: 7.33 m wide common passage

ON THE WEST BY: Premises no 10A, Rashbehari Avenue

**THE SCHEDULE "B" REFERRED TO ABOVE:**

**(SCHEDULE OF FLAT/S & CAR PARKING SPACE/S ALLOTTED TO THE OWNER UNDER THE "OWNERS' ALLOCATION" DETAILED HEREINBEFORE)**

**ALL THAT** the three numbers of flats whose location details are given herein below to be situated on the Third Floor (front or Road facing side) and the fourth Floor(entire floor) of the proposed to be constructed "Multi-storeyed" Building which is to be constructed according to the building plan or plans



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to be sanctioned in the near future together with proportionate (according to the area of the flat) share on the area of the total land of the "Said Property" detailed in the SCHEDULE "A" written hereinabove. The said flats on the Third Floor (front or Road facing side) and the fourth Floor (entire floor) of the proposed to be constructed "Multi-storeyed" Building is to be constructed as per the specifications for same as outlined in the SCHEDULE "D" hereunder written together with proportionate (to the area of the said Flat) undivided impartible share & interest in the land described in the SCHEDULE "A" hereinabove written together with proportionate impartible undivided share and users interest in the common areas, common facilities and common amenities as described in the SCHEDULE "F" hereunder written for accessing which the allottee of each Flat will have to bear proportionate (to his/her/their share of the allotted Flat area) common expenses as detailed in the SCHEDULE "G" hereunder written:

The owners herein (under the Owners' Allocation of this instant agreement) as per the envisaged plan proposed to be sanctioned would receive the following self-contained flats/apartments:

- (i) One 3BHK flat to be situated on the Third Floor facing North (road facing)
- (ii) One 3BHK flat to be situated on the Fourth Floor facing South (non-road facing)
- (iii) One 2BHK flat to be situated on the Fourth Floor facing North (road facing)

Each of the above mentioned self-contained flats/apartments/tenements is proposed to be containing within itself Two/Three Bedrooms, One Drawing & Dining, One/Two Toilets, One Water Closet (W.C.), One/Two Balcony(ies) and One Kitchen/pantry to be constructed as per specifications detailed in SCHEDULE "D" hereunder written together with undivided impartible proportionate (to area of flat) undivided share or interest in the land mentioned in the SCHEDULE "A" hereinbefore written together with impartible proportionate undivided share and user's interest in the common areas amenities and facilities mentioned in the SCHEDULE "F" hereunder written and to be lying and situated at the proposed new building to be built as per the envisaged plan proposed to be sanctioned and situated at the land of the "Said Property" detailed in SCHEDULE "A" as written hereinbefore for accessing which common areas, amenities and facilities the owners occupiers of the Owners' Allocation will have to bear the proportionate common expenses written in the SCHEDULE "G" hereunder written. The said self-contained three flats / apartments to be constructed as per plan or plans envisaged to be sanctioned is demarcated



  
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in **RED** in the sketch maps (of the schematic plan proposed to be sanctioned) annexed hereto.

**TOGETHER WITH ALL THAT** the maximum three numbers of car parking spaces or spaces to park the car on the ground floor inside and outside of the proposed new building whose position and area details shall be notified by the Developer to the Owners herein on a later date.

**THE SCHEDULE "C" REFERRED TO ABOVE;**

**(SCHEDULE OF FLAT/S & CAR PARKING SPACE/S ALLOTTED TO THE DEVELOPER UNDER THE "DEVELOPER'S ALLOCATION" DETAILED HEREINBEFORE)**

**ALL THAT** the remaining [i.e. after deducting the Owner's Allocation as detailed in the Schedule "B" hereinabove (as detailed in clauses 4.5& 4.6) of the proposed building from the total built up and other areas provided for in the proposed building and in the "Said Property") portion of proposed building and the "Said Property" constructed as per the plan or plans to be sanctioned and/or further extended/amended/rectified by the concerned Authority/s including the remaining (i.e. by deducting the Owners' Allocation from the total number available in the said proposed building) flats, commercial spaces, car parking spaces, spaces to park the car, units comprised of summation of two or more space types, total roofs and the remaining open spaces together with proportionate undivided, impartible share or interest of land of the "said property" detailed in the SCHEDULE "A" mentioned hereinafter together with proportionate right, title, interest in the common facilities and amenities available or to be made available at the "Said Property" upon construction of said proposed building and as detailed in the SCHEDULE "F" written hereinafter for accessing which the Developer and/or its nominee(s) and/or Allottees under the Developer's Allocation will have to bear the proportionate common expenses written in the SCHEDULE "G" hereunder written together with absolute right on part of the Developer to enter into Agreement for Sale, transfer, lease, rent, mortgage and/or in any way deal with the portion of the property allotted to Developer herein by virtue of this Developer's Allocation. Be it specifically mentioned here that the entire ground floor would belong to the Developer in lieu of the settlement of the tenants existing in the "said property" detailed in the SCHEDULE "A" mentioned hereinafter.





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**THE SCHEDULE "D" REFERRED TO ABOVE:**  
**(DETAILED SPECIFICATION OF CONSTRUCTION OF FLAT& CAR PARKING**  
**SPACES AS ALLOTTED TO THE OWNERS HEREIN BY VIRTUE OF THE**  
**"OWNERS' ALLOCATION" REFERRED TO HEREINBEFORE)**

I). **GENERAL:**

01. CONSTRUCTION (general): Structure will be of R.C.C. Columns and beams with 8" outside Concrete block wall and 4" and 5" thick partition Concrete block Wall with Cement Plaster as per K.M.C. guidelines.
02. WATER ARRANGEMENTS: Municipal Corporation Water supply. An underground Reservoir will be provided to store Corporation Water. Overhead Tank will be provided and a pump to be placed at a suitable position in the proposed building shall lift water from Reservoir.
03. DRAINAGE: Outside of the Building: The Sewers of the Building will be connected to the Kolkata Municipal Corporation Drainage Connection after obtaining necessary permission for the same from the K.M.C. Inside the building: The drainage will be as per K.M.C. sanctioned drainage plan.
04. LIFT: Semi-automatic Lift with Collapsible MS door on landings and car of standard make of carrying capacity of minimum 4 passengers with operating licence from manufacturer / statutory authority.
05. CCTV Surveillance: CCTVs with necessary wirings, feed storage device with or without Wi-Fi router and suitable monitor.
06. INTERCOM: EPABX or EPBX driven intercom facility with necessary wiring and telephone devices with or without service provider telephone connection connecting all flats to security desk and interconnecting the flats.

(II). **FLATS:**

01. FLOORING: Vitrified tiles or equivalent type Rectified quality Floor Tiled flooring in living/dining, Bed Rooms, Veranda, kitchen, toilet & W.C.
02. WALL FINISH: Inside: Plaster of Paris on Cement Plaster. Outside: Cement based paint of colour as chosen by the Developer and/or its Architect.
03. KITCHEN: Granite Cooking Platform, One stainless steel Sink with One Water Tap.



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04. **TOILET:** The Toilets will have European type White Porcelain Commode, P.V.C. White low down Cistern, Commode Seat; One White Porcelain Wash Basin with Chromium plated Water Tap, One Shower, chromium plated Stop cock, Bibcock, white Ceramic Glazed Tiles in wall (Dado) up to lintel level.
05. **W.C. (if any):** Will have One European type white coloured porcelain commode. One PVC (white) L.D. Cistern and One Tap, and White Ceramic Glazed Tiles in Wall (Dado) up to lintel level.
06. **DOORS:**
  - i. **FRAMES:** Main Entrance Door Frame will be 4" x 2" section hard wood type, Bathroom, Bedroom, Kitchen, Veranda, and W.C. Frames will 3" x 2" hard Wood section.
  - ii. **SHUTTERS:** All Doors shutters will be minimum 32mm thick Flush Door with Commercial Plywood face on both side painted with enamel Paints. Bathroom and Veranda doors will be of Phenol formaldehyde resin bonded hot pressed, commercial faced flush door or PVC doors. All main doors and Bedrooms will have minimum 2'- 6" opening. All Main Doors will have door eyes, Hasp bolt, Handle, Stopper & Buffer. Other doors will have tower bolt, handle, stopper & buffer only.
07. **W I N D O W S:** Windows will be of anodised Aluminium and glass panel. Each panel will be supplied with one stay and one handle.
08. **STAIR CASE:** Marble or Kota stone flooring or any better quality finish (like use of approved quality stones) as per choice of the Developer and/or the Architect. The Owners shall have no say in this respect.
09. **ELECTRIC:** Concealed type. Modular Switches. Two light points, one Fan point and 5Amp. Plug point in Bedrooms; two light points, two fan points, one 5amp point in Drawing/Dining; One light point each in Kitchen, Toilet & W.C.(if any). One fridge & One TV point in Drawing/Dinning, One Calling Bell point at the Main Entrance to the Flat; One 15Amp. Point and exhaust fan/ chimney Point in Kitchen and toilet each: One AC point in master Bedroom and One Geyser Point in Master Bathroom.
10. **CAR PARKING SPACE:** Will be of either head covered side open type with IPS flooring and plastered ceiling and columns with light point in each or outside the building within the periphery of the building.
- III. **N O T E:** Extra/better quality Civil, Electrical, Plumbing and other works can be provided at extra cost paid 100% in advance with written work order placed to the Developer herein.



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**THE SCHEDULE "E" REFERRED TO ABOVE:**  
**(PAYMENT SCHEDULE):**

|  |                |
|--|----------------|
| AMOUNT (in INR) ALREADY PAID BY THE DEVELOPER TO OWNERS UPON / UP TO EXECUTION OF THESE PRESENTS.                    | Rs 15,00,000/- |
| AMOUNT (in INR) TO BE PAID BY THE DEVELOPER TO OWNERS UPON SANCTIONING OF THE BUILDING PLAN                          | Rs 15,00,000/- |
| AMOUNT (in INR) TO BE PAID BY THE DEVELOPER TO OWNERS HEREIN UPON OWNERS TAKING POSSESSION OF THE OWNERS ALLOCATION. | Rs 36,72,750/- |
| TOTAL AMOUNT TO BE PAID  | Rs 66,72,750/- |

**Total: Rupees Sixty Six Lakh Seventy Two Thousand Seven Hundred Fifty Only**





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**THE SCHEDULE "F" REFERRED TO ABOVE:**  
**(SCHEDULE OF COMMON AREAS, AMENITIES, AND/OR FACILITIES)**

Common Areas and facilities shall mean all those areas passages and facilities situated outside the Net built up area of the flats (proposed to be built in the said building) but within the land area (within which is situated the said proposed building) which is necessary for the enjoyment of the proposed flat/s by the Occupier/s thereof and they are as follows: -

- a) Entrance Corridor on Ground Floor
- b) Pump Room with Pump Motor
- c) Stair Case with Stair way and Stair well (if any) Mounting Room Roof
- d) Landing and Corridor on each Floor
- e) Stair Room above Roof level
- f) Passage leading to Stair way on Ground Floor
- g) Semi underground Reservoir Tank
- h) Overhead Water reservoir
- i) Semi under Ground Septic Tank (if any)
- j) Water ways including Main Ferrule
- k) Common Electric Meter with Main (T.P.N.) Switch
- l) Security Lights in and around the Building
- m) Boundary walls with Pillars
- n) Main Gate/s to the Entrance of the Building
- o) Sewer and soil lines, Pits and Master Trap within the Main Premises, within which the Building is situated.
- p) Common Toilet/s/W.C. and/or Watchman Booth (if any) on Ground Floor and/or on common roofs
- q) Electric Room on Ground Floor (if any)
- r) Common Power back up (if any is installed)
- s) The Lift together with the Lift Machine room guide rails machine brakes governors and allied electrical, electronic, mechanical and hydraulic gadgets necessary to properly run and maintain the lift.
- t) Final Roof(s) of the building (& not terrace serving as Balcony if any).
- u) CCTV with lines,, wiring, feed storage devices, Wi-Fi Connection with Router, Monitor to view
- v) EPABX or EPBX type intercom with wiring and common telephone sets with connection if any.



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**THE SCHEDULE "G" REFERRED TO ABOVE:**  
**(SCHEDULE OF COMMON EXPENSES)**

1. The expenses of maintaining, repairing, redecorating etc. of the Main Structures, gutters and pipes of the Building, Lift with allied gadgets, Power back up, Tube well, Motor Pumps, Water Pipes and other installations in under or upon the building, entrance, passage, landing and stair case of the building and boundary walls of the building compounds; the costs of cleaning and lighting and passage landing stair cases and other parts of the building as enjoyed or used by the allottee in common as aforesaid.
2. The cost of the Salaries and perquisites of Caretaker, Chowkidars, Security Guard/s, Sweeper, Masons and Mistries etc. if there be any.
3. Any such other expenses as are demanded by the Developer or after formation of Society or Association by such Society or Association necessary or incidental for the maintenance and upkeep of the Building and/or the common areas and facilities.
4. Cost of electrical units & allied charges for running common amenities and facilities like lift, pump, security lighting and common water tax (if any).
5. All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the said Building including the outer and external walls of the said Building;
6. All charges and deposits for supplies of common utilities to the co-Owners in common;
7. Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
8. Costs of formation and operating the Association;
9. Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
10. Electric charges for the electricity energy consumed for the operation of common services;
11. All other expenses, taxes, rates and other levies as are deemed by the Association or the Developer as the case may be necessary if incidental or liable to be paid by the co-Owners in common;
12. Premium of Insurance of the Common portions of the building.



  
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**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals on the day month and year first above written.

**SIGNED, SEALED & DELIVERED BY**  
**THE OWNERS IN THE PRESENCE OF:**

**WITNESSES:**

1. *Portha Sana*  
*Auro Police court*  
*K-27*
2. *Joydev Dhasa*  
*Ali Pore Police Court, K-1-27.*

**SIGNED, SEALED & DELIVERED BY**  
**THE DEVELOPER IN THE PRESENCE OF:**

**WITNESSES:**

1. *Portha Sana*
2. *Joydev Dhasa*

**Drafted by me:**

*Tapendra Mohan Biswas*


**Tapendra Mohan Biswas**  
Advocate (Calcutta High Court)  
Enrolment No: WB/406/95

**Computer typed by me:**

*[Signature]*

**(Sri Surajit Kumar Ray)**

57, Pratapaditya Place, Kolkata: 700 026

 L.T. 1 of  
Pratap Kumar  
Mukherjee by the  
for of Portha Sana  
*[Signature]*  
*Rajib Mukherjee*  
(OWNERS)

Sthapati Enterprises Private Limited  
*[Signature]*  
(SOURYA KANTI DASGUPTA)  
Managing Director  
(DEVELOPER)





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**MEMO OF CONSIDERATION OF OWNER NO: 1**

**Received** of and from the within named Developer the sum of Rs. 5,00,000/- (Rupees five lakhs) only less applicable TDS, being part payment of the full consideration money of the land taken in excess of Developers Allocation and payable by the Developer herein to the Owner herein as per these presents according to the Memo written below:

| Sr.  | Cash/Cheque/Draft Details  | Bank & Branch    | Instrument Date | Amount (INR)         |
|--|--|------------------|-----------------|----------------------|
| 1  | Cheque No 354688<br>BY NEFT  | Axis R.B. Avenue | 19.06.2019      | Rs 2,00,000/-        |
| 2  | By adjustment of payments made by the Developer on behalf of the owner during amalgamation process |                  |                 | Rs 1,00,000/-        |
| 3  | Cheque No 555874<br>BY NEFT  | Axis R.B. Avenue | 21.03.2020      | Rs 2,00,000/-        |
| <b>Total Indian Rupees Five Lakhs Only</b> |  |                  |                 | <b>Rs 5,00,000/-</b> |

**WITNESSES:**

(1) *Portia Sana*


(2) *Jaydev Dhar*



*L. T. I of pratap kumar mukherjee  
by the of portia sana*

**PRATAP KUMAR MUKHERJEE**



  
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**MEMO OF CONSIDERATION OF OWNER NO: 2**

**Received** of and from the within named Developer the sum of Rs. 5,00,000/- (Rupees five lakhs) only less applicable TDS, being part payment of the full consideration money of the land taken in excess of Developers Allocation and payable by the Developer herein to the Owner herein as per these presents according to the Memo written below:

| Sr.  | Cash/Cheque/Draft Details  | Bank & Branch    | Instrument Date | Amount (INR)         |
|--|--|------------------|-----------------|----------------------|
| 1  | Cheque Number 355001   | Axis R.B. Avenue | 27.09.2019      | Rs 2,00,000/-        |
| 2  | By adjustment of payments made by the Developer on behalf of the owner during amalgamation process |                  |                 | Rs 1,00,000/-        |
| 3  | Cheque No 555875 BY NEFT   | Axis R.B. Avenue | 21.03.2020      | Rs 2,00,000/-        |
| <b>Total Indian Rupees Five Lakhs Only</b> |  |                  |                 | <b>Rs 5,00,000/-</b> |

**WITNESSES:**

(1) *Portion Sara*

(2) *Joydev Ghata*



**PRODYUT KUMAR MUKHERJEE**



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Allpore, South 24 Parganas

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### MEMO OF CONSIDERATION OF OWNER 3

**Received** of and from the within named Developer the sum of Rs. 5,00,000/- (Rupees five lakhs) only less applicable TDS, being part payment of the full consideration money of the land taken in excess of Developers Allocation and payable by the Developer herein to the Owner herein as per these presents according to the Memo written below:

| Sr.  | Cash/Cheque/Draft Details  | Bank & Branch    | Instrument Date | Amount (INR)         |
|--|--|------------------|-----------------|----------------------|
| 1  | Cheque Number 355002   | Axis R.B. Avenue | 27.09.2019      | Rs 2,00,000/-        |
| 2  | By adjustment of payments made by the Developer on behalf of the owner during amalgamation process |                  |                 | Rs 1,00,000/-        |
| 3  | Cheque No 555876 BY NEFT   | Axis R.B. Avenue | 21.03.2020      | Rs 2,00,000/-        |
| <b>Total Indian Rupees Five Lakhs Only</b> |  |                  |                 | <b>Rs 5,00,000/-</b> |

#### WITNESSES:

(1) Parla Jain

(2) Joydev Dhasa

  
RAJIB MUKHERJEE





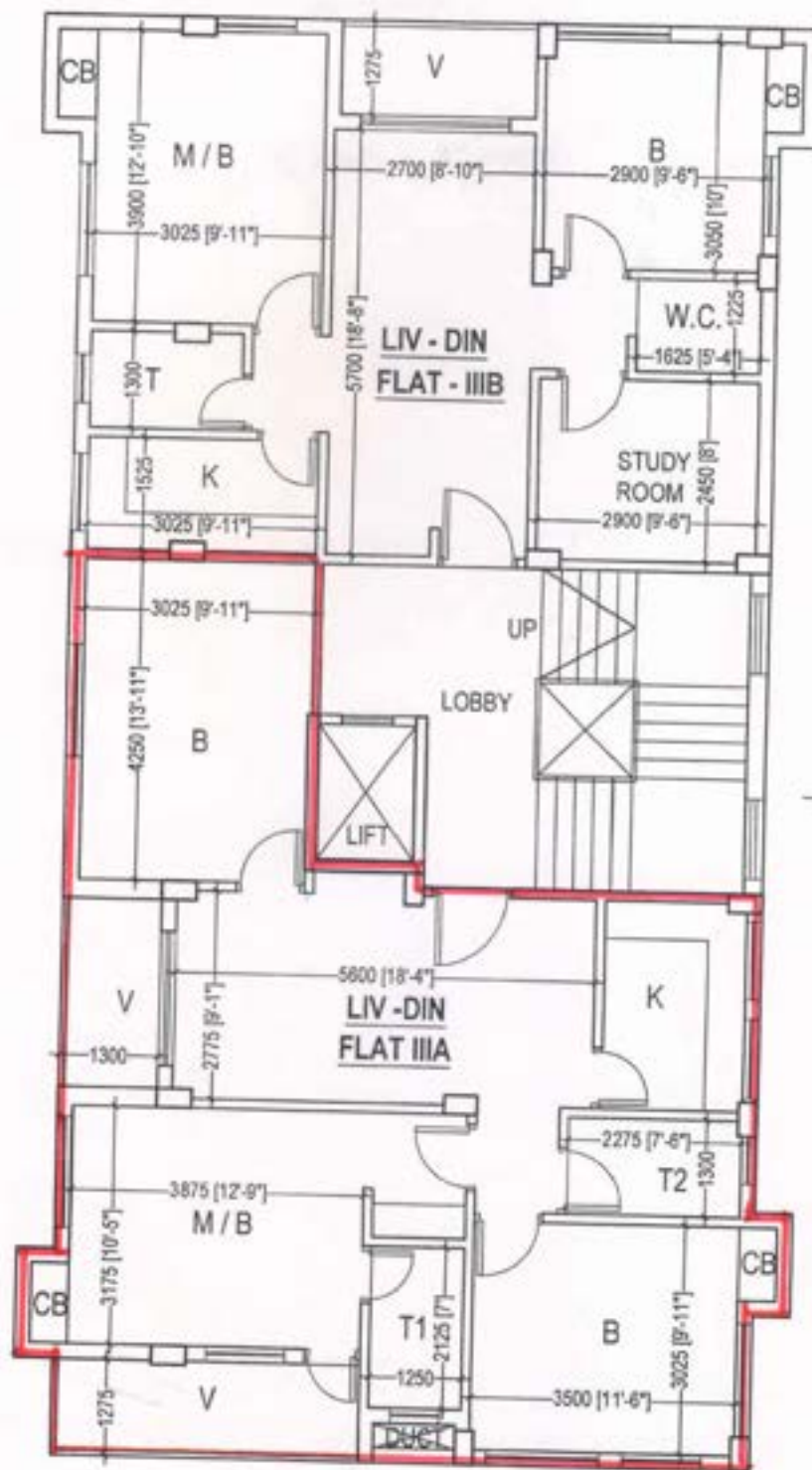
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*Revised Drawing*

*Shankar*

L.T.1 of  
Palap kumar mukherjee  
by the pen of Pankaj Sanyal.



## PROPOSED TYP. FLOOR PLAN 3RD FLOOR

SCALE - 1:100

**12A, R. B. AVENUE, KOLKATA 700026**  
**PROPOSED G+4 STORIED BUIDLING**

Sthapati Enterprises Private Limited

Managing Director

*(SOMYA KANTI DASGUPTA)*



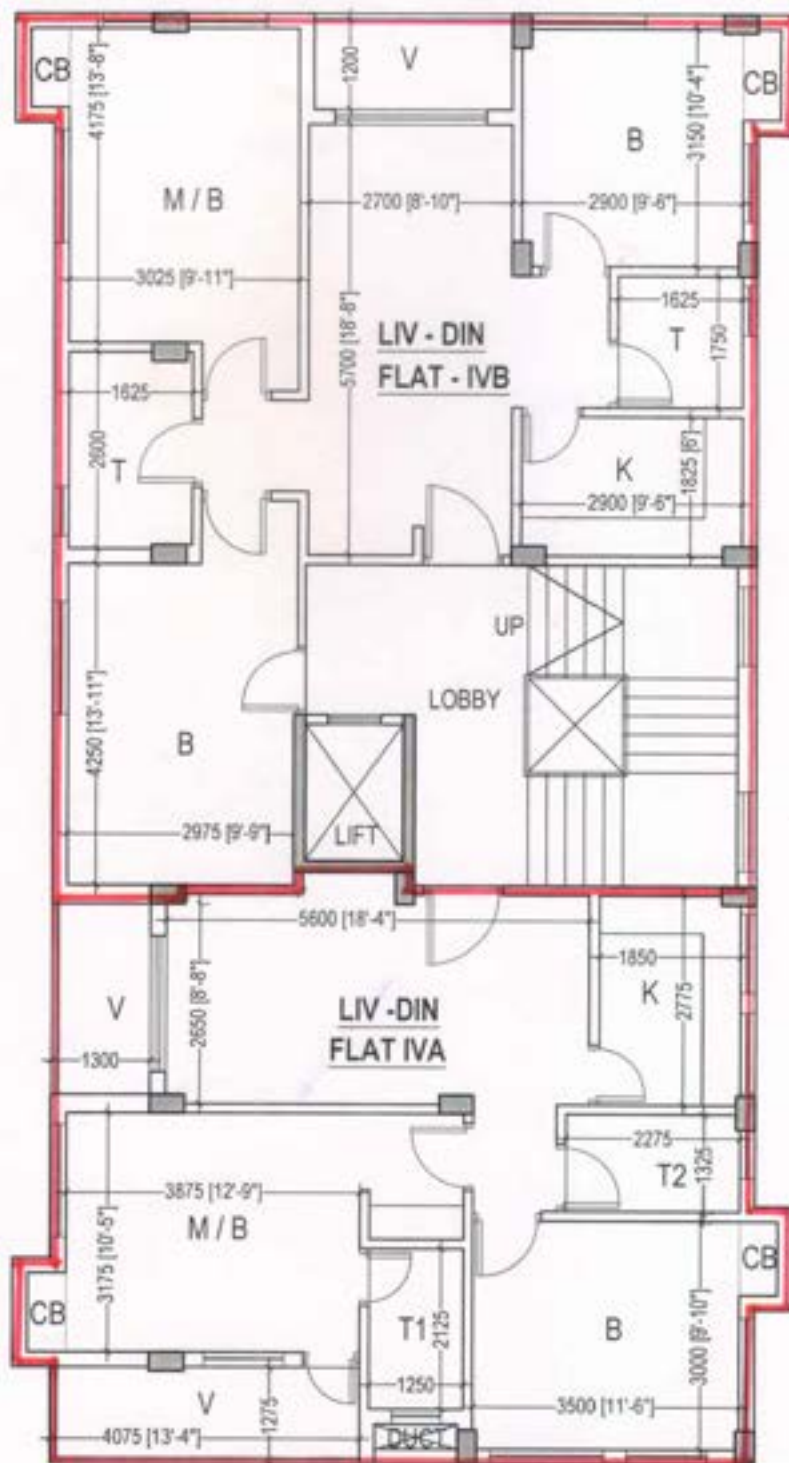
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Room to include  
Rajit include

M. K. Mukherjee



## PROPOSED 4TH FLOOR PLAN

SCALE - 1:100

L.T. 1 of  
Padap Kumar mukherjee  
by the firm of  
Partha Sane

12A, R. B. AVENUE, KOLKATA 700026  
PROPOSED G+4 STORIED BUIDLING

Sthapati Enterprises Private Limited

Managing Director

(SOMYA KANTI DASGUPTA)



  
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|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |

Name ..... PRATAP KUMAR MUKHERJEE  
 Signature ..... ~~L.T.I~~ L.T.I of Pratap Kumar Mukherjee  
 by the pen of Protha Saha



|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |

Name ..... Prodyut Kumar Mukherjee  
 Signature ..... Prodyut Mukherjee



|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |

Name .....  
 Signature ..... Rajib Mukherjee




|            | Thumb | 1st finger | middle finger | ring finger | small finger |
|------------|-------|------------|---------------|-------------|--------------|
| left hand  |       |            |               |             |              |
| right hand |       |            |               |             |              |

Soumya Kanti Dasgupta

SKD





  
District Sub-Registrar-II  
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ভাৰতৰ নিৰ্বাচন কমিশ্যন  
পৰিচালনা পৰিষদ  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD  
WB/23/149/279221



নিৰ্বাচকৰ নাম : প্ৰতাপ কুমাৰ মুখাৰ্জী

Elector's Name : Pratap Kumar Mukherjee

পিতাৰ নাম : অশুতোষ মুখাৰ্জী

Father's Name : Ashutosh Mukherjee

লিংগ / Sex : পুৰ / M

জন্ম তাৰিখ : 23/05/1931  
Date of Birth

*Pratap K Mukherjee*

আয়কৰ বিভাগ  
INCOME TAX DEPARTMENT

প্ৰতাপ কুমাৰ মুখাৰ্জী  
ASHUTOSH MUKHERJEE  
23/05/1931

Pan Card Account Number  
BETPM8914F

স্বাক্ষৰ  
Signature

ভাৰত চৰকাৰ  
GOVT. OF INDIA

WB/23/149/279221

বিক্রয়:  
17A রশবিহারী এভিনিউ, ওয়ার্ড নং-৪৪, কলকাতা  
700026

Address:  
12A RASHBEHARI AVENUE, WARD  
NO-88, KOLKATA 700026

*Sandol.*

Date: 01/10/2009  
১০০ জনসংখ্যা তালিকাভুক্তি কার্ডের নথি  
সংশোধন/পরিবর্তন  
Facsimile Signature of the Electoral  
Registration Officer for  
165-Rashbehari Constituency

বিঃদ্রঃ পরিবর্তন করে নতুন ঠিকানা প্রদেয় হইলে  
কার্ড নং ও এরই নম্বরের নতুন নথি পরিবর্তন  
করা হইলে কার্ড এই নথিভুক্তি নথিতে প্রদান  
করুন।  
In case of change in address mention this Card No.  
in the relevant Form for including your name in the  
roll at the changed address and to obtain the card  
with same number.

If your Bill card is lost / found, kindly inform / return to:  
Brought For PAN Services Unit, IITSI  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

পত্র নং ৬ ১৯৮৮/১৯৮৯  
সংখ্যা: ৬৬  
তারিখ: ১১/১০/২০০৯  
স্বাক্ষর: ১১/১০/২০০৯

*Bhalap kr Mukhopj.*





ভারত সরকার  
Government of India



প্রদ্যুত কুমার মুখার্জী  
Prodyut Kumar Mukherjee  
পিতা : অশুতোষ মুখার্জী  
Father : Ashutosh Mukherjee  
জন্মতারিখ / DOB : 22/01/1942  
পুরুষ / Male



4283 0319 3253

আধার - সাধারণ মানুষের অধিকার

*Prodyut Kumar Mukherjee*

*Prodyut Kumar Mukherjee*



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
Unique Identification Authority of India

ঠিকানা:  
125, রাসবিহারী এভিনিউ,  
কালীঘাট, কালীঘাট, কোলকাতা,  
পশ্চিমবঙ্গ, 700026

Address:  
12 A, RASHBEHARI AVENUE,  
Kalighat, Kalighat, Kolkata, West  
Bengal, 700026

4283 0319 3253

1800 200 1947

help@uidai.gov.in

www.uidai.gov.in

आयकर विभाग

INCOME TAX DEPARTMENT

RAJIB MUKHERJEE

PROBHAT MUKHERJEE

17/09/1967

Permanent Account Number

BEIPM0603Q

*Rajib Mukherjee*  
Signature



भारत सरकार

GOVT. OF INDIA



*Rajib Mukherjee.*

*Rajib Mukherjee*



ভারত সরকার

Government of India

ভারত সরকার আই ডি / Enrollment No.: 1040/22203/00515

To  
রাজীব মুখার্জী  
Rajib Mukherjee  
12 B RASHBEHARI AVENUE  
Kallighat  
Kallighat  
Circus Avenue Kolkata  
West Bengal 700026  
67733344  
MN877333440FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**6416 5228 0059**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
Government of India



রাজীব মুখার্জী  
Rajib Mukherjee  
পিতা : প্রভাত মুখার্জী  
Father : Probhat Mukherjee  
জন্মতারিখ / DOB : 17/09/1967  
পুরুষ / Male



**6416 5228 0059**

- সাধারণ মানুষের অধিকার

Rajib Mukherjee  
Rajib Mukherjee





Sthapati Enterprises Private Limited

*[Signature]*  
Managing Director

Dated: 09/12/2020

for the purpose of registry of Development Agreement



PERMANENT ACCOUNT NUMBER  
 ADOPD1262G

NAME  
 SOUMYA KANTI DASGUPTA

FATHER'S NAME  
 PRAFULLA KUNAR DASGUPTA

DATE OF BIRTH  
 18-06-1969

SIGNATURE  


COMMISSIONER OF INCOME-TAX, W.B. - VI

*Soumya Kanti Dasgupta*  
 Dated: 09/12/2020  
 for the purpose of Registry of Development Agreement

इस कार्ड के साथ / बिना किसी भी शुल्क काही करने  
 वाले अधिकारी को सूचित / ज्ञात कर दे  
 लुप्त प्रमाण प्रमाण (पट्टी एवं अन्यीति),  
 पी-7,  
 गोरगी स्क्वायर,  
 कोलकाता - 700 069.

In case this card is lost/unused, kindly inform/return to  
 the issuing authority :  
 Joint Commissioner of Income-tax (Systems & Technical),  
 P-7,  
 Chatterjee Square,  
 Calcutta- 700 069.



भारतीय विशिष्ट पहचान प्राधिकरण  
भारत सरकार  
Unique Identification Authority of India  
Government of India

Enrolment No.: 0646/00074/48850

Download Date: 04/09/2019

To  
Soumya Kanti Dasgupta  
C/O Profulla Kumar Dasgupta  
IA-270, Sector-III  
Salt Lake City  
Opp- Salt Lake Stadium Gate No -2  
Bidhannagar(M)  
Purbachal  
North 24 Parganas West Bengal - 700097  
9831061848

Generation Date: 28/04/2019

Signature Not Verified



आपका आधार क्रमांक / Your Aadhaar No. :

**3840 9928 8585**

VID : 9106 7940 8454 0903

मेरा आधार, मेरी पहचान



भारत सरकार  
Government of India



Soumya Kanti Dasgupta  
Date of Birth/DOB: 18/06/1969  
Male/ MALE

**3840 9928 8585**

VID : 9106 7940 8454 0903

मेरा आधार, मेरी पहचान



Government of India



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

**INFORMATION**

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का साथ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान प्राधिकरण  
Unique Identification Authority of India

Address:  
C/O Profulla Kumar Dasgupta, IA-270,  
Sector-III, Salt Lake City, Opp- Salt Lake  
Stadium Gate No -2, Bidhannagar(M),  
North 24 Parganas,  
West Bengal - 700097



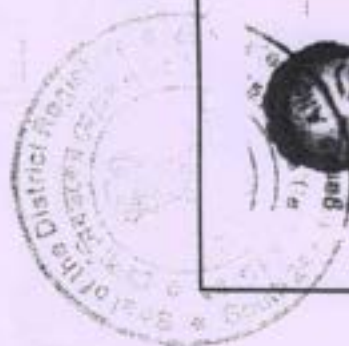
**3840 9928 8585**

VID : 9106 7940 8454 0903



*Soumya Kanti Dasgupta*  
Dated: 09/12/2020  
for the purpose of registry of Development Agreement.





19/11/2018  
District Registrar  
Howrah

NAME Partha Sang

FATHER'S NAME Late Rabindra Nath Sang

FULL ADDRESS Vill - Chakbhagabati, p.m.

P.O. - Joongori, P.S. - Uluberia

District - Howrah.

Profr Son

# UNDER THE POWERS

Conferred by the West engal Registration (Deed Writers) Rules 1982, the District Registrar, South 24 Parganas is pleased to issue this licence

DR & HDSR - Alipora

To practice as a Deed writer in

Partha Sana

His Licence No. ALF-132

Place: South 24 Parganas  
Dated: 19.6.2013  
District Registrar  
South 24 Parganas  
19.6.2013

## ENDORSEMENTS OF RENEWAL

| Sl. No. | Date    | Amount Remitted and Particulars of Remittance   | RENEWED From To   | Signature & Designation of Renewing Authority   | Remarks, if any   |
|---------|---------|---|---|---|---|
| 1.      | 19/6/13 | Rs. 25 deposited through In Ch. vide Ch no x dt 19.6.13<br>Rs 15 deposited vide Ch no 390 dt 22.11.13<br>Rs 15 deposited vide Ch no - 15 dt 25.11.14<br>Rs. 15 deposited to STY trz Count. Branch | 19/6/13 31/12/13<br>1/2014 31/12/2014<br>1/2015 31/12/2015<br>1/16 31/12/16 | 2-6-19/13<br>District Registrar<br>South 24 Parganas<br>District Registrar<br>South 24 Parganas | New Bench book issued vide I.G.R order no 2039/DW/16/07 dt 4.6.13<br>19/13<br>District Registrar<br>South 24 Parganas<br>31/12-16 |



ভারত সরকার  
Unique Identification Authority of India  
Government of India

তানিকাহুসিদ্দ নব্বত Enrolment No.: 1213/30011/12991

Unpublished Online: 11/13/2017

Consent Date: 05/09/2017

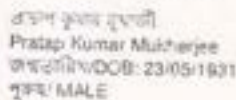
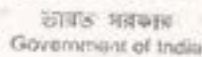
Signature Not Verified



आपनार आधार संख्या / Your Aadhaar No. :

9425 5279 3807

## আমার আখ্যায়, আমার পরিচয়



9425 5279 3807

ଆମ୍ଭାର ଆଧାର, ଆମ୍ଭାର ପରିଚୟ



54

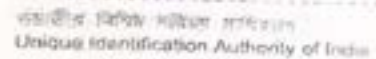
- ଆବାସ ପରିଚାରେ ପ୍ରମାଣ, କୃଷିପରିକ୍ଷାର ପ୍ରମାଣ ନାହିଁ
- ପରିଚାରେ ପ୍ରମାଣ ଅନଲାଇନ ଆବେଦିକେଶନ ଦ୍ଵାରା ଲାଭ କରନ୍ତି
- କୌଣସି ଶୁଳ୍କ ନାହିଁ

## INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- আর্থার সারা বেশ মান্য।
- আর্থার জীবদ্দশাতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- *Arthar is valid throughout the country.*
- *Arthar will be helpful in availing Government and Non-Government services in future*

Pratap kr Mukherjee



Address:  
S/O: Ashutosh Mukherjee, 12 A,  
RASHBEHARI AVENUE, Kallighat  
Kolkata,  
West Bengal - 700025

સિકાયા:  
 અધ્યક્ષ: અમરજીવ રૂપાણી, 12-4,  
 રાવલપુરી એસીએડ, અમિયાઈ, ૬૦૦૦૪૦,  
 ગાંધી રોડ - 700026

9425 5279 3807



स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AERPM2945K



नाम /NAME

PRODYUT KUMAR MUKHERJEE

पिता का नाम /FATHER'S NAME

ASUTOSH MUKHERJEE

जन्म तिथि /DATE OF BIRTH

22-01-1942

हस्ताक्षर /SIGNATURE

*Prodyut Kumar Mukherjee*

*Prodyut Kumar Mukherjee*

आयकर आयुक्त, प.स. XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें  
संपुक्त आयकर आयुक्त(पद्धति एवं तकनीकी),  
पि-7,  
चौरिंग्हे स्क्वायर,  
कलकत्ता - 700 069.

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Joint Commissioner of Income-tax(Systems & Technical),

• P-7,

Chowringhee Square,

Calcutta- 700 069.



## Major Information of the Deed

|  |  |                                 |                      |
|--|--|---------------------------------|----------------------|
| Deed No :  | I-1602-06963/2020  | Date of Registration            | 11/12/2020           |
| Query No / Year  | 1602-2001434717/2020   | Office where deed is registered | 1602-2001434717/2020 |
| Query Date   | 05/11/2020 4:55:33 PM  |                                 |                      |
| Applicant Name, Address & Other Details                      | PARTHA SANA<br>ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status : Deed Writer |                                 |                      |
| 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 : 66,72,750/-]                  |                                 |                      |
| Set Forth value  | Market Value   |                                 |                      |
| Rs. 2/-  | Rs. 3,74,73,337/-  |                                 |                      |
| Stampduty Paid(SD)   | Registration Fee Paid  |                                 |                      |
| Rs. 75,031/- (Article:48(g))                                 | Rs. 66,781/- (Article:E, E, B)   |                                 |                      |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)   |                                 |                      |

### Land Details :

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Rash Behari Avenue, Road Zone : (Tolly Nala -- Rashbehari More (Southern Side Ward No 88 & Premises No 2-84 all even)) , , Premises No: 12A, , Ward No: 088 Pin Code : 700026

| Sch No        | Plot Number | Khatian Number | Land Use Proposed | ROR | Area of Land             | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details                  |
|---------------|-------------|----------------|-------------------|-----|--------------------------|-------------------------|-----------------------|--------------------------------|
| L1            | (RS :-)     |                | Bastu             |     | 4 Katha 7 Chatak 5 Sq Ft | 1/-                     | 3,33,33,337/-         | Width of Approach Road: 84 Ft. |
| Grand Total : |             |                |                   |     | 7.3333Dec                | 1 /-                    | 333,33,337 /-         |                                |

### Structure Details :

| Sch No   | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|--|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1   | On Land L1        | 5520 Sq Ft.       | 1/-                     | 41,40,000/-           | Structure Type: Structure |
| Gr. Floor, Area of floor : 1840 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete   |                   |                   |                         |                       |                           |
| Floor No: 1, Area of floor : 1840 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| Floor No: 2, Area of floor : 1840 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| Total :  |                   | 5520 sq ft        | 1 /-                    | 41,40,000 /-          |                           |





**Land Lord Details :**

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>PRATAP KUMAR MUKHERJEE</b><br>Son of Late ASHUTOSH MUKHERJEE 12A, RASHBEHARI AVENUE, P.O:- KALIGHAT, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BExxxxxx4F, Aadhaar No: 95xxxxxxxx3807, Status :Individual, Executed by: Self, Date of Execution: 09/12/2020<br>, Admitted by: Self, Date of Admission: 09/12/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2020<br>, Admitted by: Self, Date of Admission: 09/12/2020 ,Place : Pvt. Residence                |
| 2     | <b>PRODYUT KUMAR MUKHERJEE (Presentant )</b><br>Son of Late ASHUTOSH MUKHERJEE 12A, RASHBEHARI AVENUE, P.O:- KALIGHAT, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AExxxxxx5K, Aadhaar No: 42xxxxxxxx3253, Status :Individual, Executed by: Self, Date of Execution: 09/12/2020<br>, Admitted by: Self, Date of Admission: 09/12/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2020<br>, Admitted by: Self, Date of Admission: 09/12/2020 ,Place : Pvt. Residence |
| 3     | <b>RAJIB MUKHERJEE</b><br>Son of Late PROBhat KUMAR MUKHERJEE 12A, RASHBEHARI AVENUE, P.O:- KALIGHAT, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BExxxxxx3Q, Aadhaar No: 64xxxxxxxx0059, Status :Individual, Executed by: Self, Date of Execution: 09/12/2020<br>, Admitted by: Self, Date of Admission: 09/12/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 09/12/2020<br>, Admitted by: Self, Date of Admission: 09/12/2020 ,Place : Pvt. Residence                  |

**Developer Details :**

| Sl No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <b>STHAPATI ENTERPRISES PRIVATE LIMITED</b><br>31/C, SREEMOHAN LANE, P.O:- KALIGHAT, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 , PAN No.:: AAxxxxxx3E, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

**Representative Details :**

| Sl No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <b>SOUMYA KANTI DASGUPTA</b><br>Son of Late PRAFULLA KUMAR DASGUPTA IA 270, SALT LAKE CITY, Block/Sector: III, P.O:- PURBACHAL, P.S:- South Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700097, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx2G, Aadhaar No: 38xxxxxxxx8585 Status : Representative, Representative of : STHAPATI ENTERPRISES PRIVATE LIMITED (as DIRECTOR) |





**Identifier Details :**

| Name   | Photo | Finger Print | Signature |
|--|-------|--------------|-----------|
| <b>PARTHA SANA</b><br>Son of Late R N SANA<br>ALIPORE, P.O:- ALIPORE, P.S:- Alipore,<br>District:-South 24-Parganas, West<br>Bengal, India, PIN - 700027 |       |              |           |
| Identifier Of PRATAP KUMAR MUKHERJEE, PRODYUT KUMAR MUKHERJEE, RAJIB MUKHERJEE, SOUMYA KANTI DASGUPTA  |       |              |           |

**Transfer of property for L1**

| Sl.No | From                    | To. with area (Name-Area)                        |
|-------|-------------------------|--|
| 1     | PRATAP KUMAR MUKHERJEE  | STHAPATI ENTERPRISES PRIVATE LIMITED-2.44444 Dec |
| 2     | PRODYUT KUMAR MUKHERJEE | STHAPATI ENTERPRISES PRIVATE LIMITED-2.44444 Dec |
| 3     | RAJIB MUKHERJEE         | STHAPATI ENTERPRISES PRIVATE LIMITED-2.44444 Dec |

**Transfer of property for S1**

| Sl.No | From                    | To. with area (Name-Area)                                |
|-------|-------------------------|--|
| 1     | PRATAP KUMAR MUKHERJEE  | STHAPATI ENTERPRISES PRIVATE LIMITED-1840.00000000 Sq Ft |
| 2     | PRODYUT KUMAR MUKHERJEE | STHAPATI ENTERPRISES PRIVATE LIMITED-1840.00000000 Sq Ft |
| 3     | RAJIB MUKHERJEE         | STHAPATI ENTERPRISES PRIVATE LIMITED-1840.00000000 Sq Ft |



**Identifier Details :**

| Name   | Photo | Finger Print | Signature |
|--|-------|--------------|-----------|
| <b>PARTHA SANA</b><br>Son of Late R N SANA<br>ALIPORE, P.O:- ALIPORE, P.S:- Alipore,<br>District:-South 24-Parganas, West<br>Bengal, India, PIN - 700027 |       |              |           |
| Identifier Of PRATAP KUMAR MUKHERJEE, PRODYUT KUMAR MUKHERJEE, RAJIB MUKHERJEE, SOUMYA KANTI DASGUPTA  |       |              |           |

**Transfer of property for L1**

| Sl.No | From                    | To. with area (Name-Area)                        |
|-------|-------------------------|--|
| 1     | PRATAP KUMAR MUKHERJEE  | STHAPATI ENTERPRISES PRIVATE LIMITED-2.44444 Dec |
| 2     | PRODYUT KUMAR MUKHERJEE | STHAPATI ENTERPRISES PRIVATE LIMITED-2.44444 Dec |
| 3     | RAJIB MUKHERJEE         | STHAPATI ENTERPRISES PRIVATE LIMITED-2.44444 Dec |

**Transfer of property for S1**

| Sl.No | From                    | To. with area (Name-Area)                                |
|-------|-------------------------|--|
| 1     | PRATAP KUMAR MUKHERJEE  | STHAPATI ENTERPRISES PRIVATE LIMITED-1840.00000000 Sq Ft |
| 2     | PRODYUT KUMAR MUKHERJEE | STHAPATI ENTERPRISES PRIVATE LIMITED-1840.00000000 Sq Ft |
| 3     | RAJIB MUKHERJEE         | STHAPATI ENTERPRISES PRIVATE LIMITED-1840.00000000 Sq Ft |





On 18-11-2020

**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 3,74,73,337/-



Samar Kumar Pramanick  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 09-12-2020

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

Presented for registration at 17:40 hrs on 09-12-2020, at the Private residence by PRODYUT KUMAR MUKHERJEE, one of the Executants.

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

Execution is admitted on 09/12/2020 by 1. PRATAP KUMAR MUKHERJEE, Son of Late ASHUTOSH MUKHERJEE, 12A, RASHBEHARI AVENUE, P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Others, 2. PRODYUT KUMAR MUKHERJEE, Son of Late ASHUTOSH MUKHERJEE, 12A, RASHBEHARI AVENUE, P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Others, 3. RAJIB MUKHERJEE, Son of Late PROBHAT KUMAR MUKHERJEE, 12A, RASHBEHARI AVENUE, P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Others

Indetified by PARTHA SANA, , Son of Late R N SANA, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 09-12-2020 by SOUMYA KANTI DASGUPTA, DIRECTOR, STHAPATI ENTERPRISES PRIVATE LIMITED (Private Limited Company), 31/C, SREEMOHAN LANE, P.O:- KALIGHAT, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Indetified by PARTHA SANA, , Son of Late R N SANA, ALIPORE, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer



Samar Kumar Pramanick  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 10-12-2020

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 66,781/- ( B = Rs 66,728/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 66,749/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2020 10:13PM with Govt. Ref. No: 192020210157089208 on 04-12-2020, Amount Rs: 66,749/-, Bank: SBI EPay ( SBlePay), Ref. No. 0356426061601 on 04-12-2020, 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 online = Rs 75,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/12/2020 10:13PM with Govt. Ref. No: 192020210157089208 on 04-12-2020, Amount Rs: 75,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 0356426061601 on 04-12-2020, Head of Account 0030-02-103-003-02



**Samar Kumar Pramanick**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - II SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

**On 11-12-2020**

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 66,781/- ( B = Rs 66,728/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 10/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 127979, Amount: Rs.10/-, Date of Purchase: 11/08/2020, Vendor name: I CHAKRABORTY



**Samar Kumar Pramanick**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. - II SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**





Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2020, Page from 270765 to 270848  
being No 160206963 for the year 2020.



*Sa*

Digitally signed by SAMAR KUMAR  
PRAMANICK

Date: 2020.12.22 19:09:46 +05:30

Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2020/12/22 07:09:46 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS  
West Bengal.



(This document is digitally signed.)