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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

B No. 1337881/2018

X 275780



27 AUG 2018

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 24<sup>th</sup> day  
of August, Two Thousand Eighteen (2018)

BETWEEN

MODULE PROPERTIES PVT. LTD.

*[Signature]*  
Director

*[Signature]*

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18 AUG 2018

NO.....  
 SOLD TO.....  
 ADDRESS.....  
 RS.....

DATE.....

RATAN PAL, Advocate  
 High Court, Calcutta  
 6, Old Post Office Street  
 Room No-35, Kolkata-1

18 AUG 2018

CODE NO. (1067)  
 LICENCED NO.  
 20 & 20A / 1073

ANJUSHREE BANERJEE  
 L. S. VENDOR (C.S.)  
 HIGH COURT, KOLKATA-700001

18 AUG 2018



Ratan Pal,  
 Advocate  
 High Court  
 Calcutta

Advt. Dist. Sub-Registrar  
 Alipore  
 27 AUG 2018  
 South 24 Parganas  
 Kolkata-700027

**MS.SUDIPA BOSE, (PAN: AHRPB8218P)**, daughter of Late Hiralal Bhattacharya , by Nationality – Indian, by faith – Hindu, by occupation – acting, residing at 570 Lake Gardens, Police Station – Lake, Post Office – LakeGardens, Kolkata 700045 , hereinafter referred to as the **“OWNER”** (which term or expression shall, unless excluded by or repugnant to the context be always mean and include her heirs, executors, legal representatives, administrators and assigns) of the **ONE PART**

**A N D**

**MODULE PROPERTIES PVT. LTD., (PAN-AAFCM9173Q)** a company incorporated under the Companies Act, 1956, having its office at 422, Lake Gardens, P.O. Lake, Kolkata – 700 045, P.S. – Lake, represented by one of its Directors, **SRI PRANAB CHATTERJEE, (PAN-ACQPC3756K)** son of Dr. Paresh Nath Chatterjee, by religion Hindu, by occupation Business, residing at P-240, Lake Road, P.O. Sarat Bose Road, Kolkata – 700 029, P.S. – Lake, hereinafter called the **“DEVELOPER”** (which term or expression shall, unless excluded by or repugnant to the context always mean and include their successors, successors-in-office, executors and administrators) of the **SECOND PART**.

**AND WHEREAS** by an Indenture of Conveyance dated 24.11.1964, registered at the Sub-Registration Office at Alipore, Dist: 24 Parganas, in Book No.1, Volume No.148, Pages 279 to 287, Being No. 8729 for the Year 1964 made between Bangur Land Development Corporation Limited., a joint stock Company with limited liability incorporated under the Indian Companies Act, and having its registered office at No.14, Netaji Subhash Road, in the town of Calcutta of the ONE PART, and one Prafulla Chandra Barman as the Purchaser of the OTHER PART, the said Bangur Land Development Corporation Limited for the consideration therein mentioned indefeasibly sold, transferred and conveyed unto the said Prafulla Chandra

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*Sudipa Bose*



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Barman all that piece and parcel of vacant land hereditament premises measuring about 3 cottah and 32 Square feet being plot no.14 of North Block "D" in Bangur Park formerly known as Lake Colony Scheme No. 1, being portion of Premises No. 162 Prince Anwar Shah Road, within the limit of Calcutta Corporation, P.S Tollygunge, Sub Registry Office Alipore in the District of 24, Parganas and thereafter the said property known as Premises No.162/D/570/1, Lake Gardens, P.S- Tollygunge, Calcutta - 700045 at present Premises No. 570/1 Lake Gardens, Police Station - Lake, Post Office -Lake Gardens, Ward No.93, Kolkata 700045.

**AND WHEREAS** the said Prafulla Chandra Barman while seized and possessed of and otherwise well and sufficiently entitled to the said plot of land being Premises No. 162/D/570/1, lake Gardens, P.S-Tollygunge, Calcutta- 700045 at present Premises No. 570/1 Lake Gardens, Police Station - Lake, Post Office - Lake Gardens, Ward No.93 Kolkata 700045 sold, conveyed and transferred the said property to one Suchitra Bhattacharya, the mother of the Owner, by virtue of an Indenture of Sale dated 07.01.1977 and the said Deed was registered at the Office of the Registrar of Alipore at Alipore, Dist. 24 Parganas and registered in Book No. I, Volume No. 8, Pages 52 to 59, Being No. 73 for the year 1977.

**AND WHEREAS** the said Suchitra Bhattacharya, the mother of the Owner, while seized and possessed of and otherwise well and sufficiently entitled to the said plot of land being Premises No. 162/D/570/1, Lake Gardens, P.S-Tollygunje, Calcutta- 700045at present Premises No. 570/1 Lake Gardens, Police Station - Lake, Post Office -Lake Gardens, Ward No.93, Kolkata 700045 constructed a two storied building upon the said land, consisting of several rooms, kitchens and bathrooms with staircase after purchase of the said property in the year 1977.

**AND WHEREAS** the said Suchitra Bhattacharya, being the sole and absolute owner, while seized and possessed of and otherwise well and

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sufficiently entitled to the said plot of land and building, being Premises No. 162/D/570/1, Lake Gardens, P.S-Tollygunge, Calcutta- 700045 at present Premises No. 570/1 Lake Gardens, Police Station - Lake, Post Office - Lake Gardens , Ward No.93 Kolkata 700045 (morefully and particularly describe in **Schedule "A"** written hereunder)executed a Will on 26.08.2004 where she bequeathed her said property to her elder daughter, Sumita Basu and younger daughter, Sudipa Nayar @ Sudipa Bose, the Owner herein, but did not give anything to her second daughter, Sucheta Chakraborty, but made her the Executrix of her said Will.

**AND WHEREAS** the said Suchitra Bhattacharya, the mother of the Owner, died on 20.10.2006 leaving behind her three daughters viz. Sumita Basu, Sucheta Chakraborty and Sudipa Niar @ Sudipa Bose, the Owner herein.

**AND WHEREAS** after the death of the said Suchitra Bhattacharya, the said Sucheta Chakraborty, the second daughter of the deceased Suchitra Bhattacharyya applied for the probate of the said Will before the Court of the Learned District Delegate at Alipore, the Learned 1<sup>st</sup>. Court Civil Judge Senior Division, Alipore, ACT XXXIX Case No.942 of 2016(Probate), and the said probate was granted on 16.09.2017.

**AND WHEREAS** by the said Will, of Suchitra Bhattacharyya dated 26.08.2004 the aforesaid Sudipa Niar @ Sudipa Bose got the entire 1<sup>st</sup> floor and one Garage on the ground with common right of roof, stair case and common and open space of the said property with her elder sister Sumita Basu.

**AND WHEREAS** by the said Will of Suchitra Bhattacharyya dated 26.08.2004, the aforesaid Sumita Basu got the rest portion of the ground with common right of roof, stair case and common and open space of the said property with her younger sister Sudipa Niar @ Sudipa Bose.

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**AND WHEREAS** the said Sumita Basu, seized and possessed of and became the sole and absolute owner of the said portion of the said property, which is free from all encumbrances **TOGETHER WITH** undivided, indivisible and proportionate share and/or interest in the land underneath the building with common rights and benefits.

**AND WHEREAS** the said Sumita Basu, being the Elder Sister of the Owner herein, and out of her own free will and volition and for natural love and affection, which the said Sumita Basu herein bears towards the OWNER, has decided to make a free and absolute gift of the said portion, measuring about 805 Sq. Ft. carpet area consisting of 4 nos. rooms, 1 no. Kitchen, and 2 nos. bath-cum-privy, lying, situate on the ground floor at and being Premises No. 570/1 Lake Gardens, Police Station - Lake, Post Office - Lake Gardens, Kolkata 700045, Ward No 93, within the limits of Kolkata Municipal Corporation, absolutely forever and free from all cumbrances in favour of the OWNER.

**AND WHEREAS** the said Gift Deed was registered at the office of the A.D.S. R, Alipore 24-Parganas South, registered in Book No.I, Vol. No.1605-2018, from Pages 116556 to 116583, Being No.160503287, for the year 2018.

**AND WHEREAS** thus the OWNER herein, is thus absolutely seized and possessed of or otherwise well and sufficiently entitled as absolute OWNER to **ALL THAT** piece or parcel of land, hereditaments and premises containing an area of 3cottahs, and 32sq.ft. more or less **TOGETHERWITH** the two storied dwelling house standing thereon being premises No.570/1 Lake Gardens, Kolkata 700 045, formerly being premises No. 162/D/570/1 Lake Gardens, within the jurisdiction of the Kolkata Municipal Corporation, P.S. Tollygunge now Lake, Ward No. 93, District: 24-Parganas (South), morefully mentioned and described in the **FIRST SCHEDULE** hereunder written.

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**AND WHEREAS** the said property is free from all encumbrances, lien, mortgages, and lispendens whatsoever.

**AND WHEREAS** the OWNER is absolute OWNER-in-possession of the said property in which none other than the OWNER have any right, title, interest and possession.

**AND WHEREAS** the OWNER with a view to develop the said premises, more fully described in the **FIRST SCHEDULE** hereunder written, by way of constructing a several storied residential building, approached the developer for construction of a several storied building on the basis of sharing of allocation of the proposed building as owner's allocation and developer's allocation of certain percentage to be given to developer in lieu of developer's investment with right of transfer of developer's allocation, on some terms and conditions.


**AND WHEREAS** the developer having found the offer of the OWNER suitable, accepted the offer and the OWNER, subject to the terms and conditions hereinafter contained, have agreed to permit the Developer to develop the said premises, more fully described in the **FIRST SCHEDULE** hereto in accordance with the sanctioned plan as may be sanctioned by the Kolkata Municipal Corporation who shall pay the consideration of the said property to the OWNER by way of providing constructed area in the form of flats as OWNER' allocation as mentioned in the **SECOND SCHEDULE** hereunder having right to alienate and transfer the balance constructed area of the proposed building to the prospective purchasers on certain terms and conditions.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREIN** as follows :-

**ARTICLE - I**

**DEFINITIONS**

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- I. **PREMISES** shall always mean the premises no. 570/1, Lake Gardens, Police Station - Lake, Post Office - Lake Gardens, Kolkata 700045, Ward No 93, within the limits of Kolkata Municipal Corporation, morefully described in the **FIRST SCHEDULE** hereunder written or howsoever else the said premises was or is or shall be known numbered called or distinguished.
- II. **PLANS** shall mean the plans, drawings and specifications of the building prepared and to be sanctioned by the Kolkata Municipal Corporation for construction of building G+4 storied PROVIDED THAT it shall include all alterations and/or modification and regularization therein made from time to time with the approval of the K.M.C.
- III. **BUILDING** shall mean the G+4 storied building consisting of one or two residential apartment(s) in each floor with necessary additional spaces as pump room, care taker's room, two servant's quarter, common toilet, lift etc. as may be decided by the Developer for construction thereof and shall include the car parking spaces and other spaces intended for the enjoyment of the building by its occupants.
- IV. **OWNER** shall mean and include her heirs, executors, legal representatives, administrators and assigns.
- V. **DEVELOPER** shall mean and include its respective transferees/nominees or its assigns.
- VI. **COMMON AREAS AND FACILITIES** shall include: -
  - (a) Corridors, (b) stairways, (c) main gate, (d) landings, (e) side spaces, (f) park ways, (g) underground reservoirs, (h) overhead tanks, (i)

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passages, (j) electric meter room, (k) pump room, (l) care taker's room, (m) common toilet, (n) outer walls of the main building, (o) tap water lines, rain water pipe lines, waste water pipe lines, (p) sewerage lines, (q) lift, (r) lift shaft, (s) ultimate roof of the building, (t) other spaces and facilities whatsoever required for establishment, location, enjoyment, provision, maintenance and/or management of the building and/or the common facilities or any of them thereon as the case may be.

VII. **SALABLE SPACE** shall mean built up area in the building available for independent use and occupation together with the provision for common areas and facilities and the space required thereof.

VIII. **OWNER'S ALLOCATION** shall mean entire 2<sup>nd</sup>. Floor of the proposed ground plus four storied building in the form of one or two flats, area of existing tenant on the Ground Floor in the assumption that the tenant will agree to get rehabilitated in the ground floor, and Rs. 75,00,000/- (INR Seventy Five Lacs) only as non-refundable money by eight installments as mentioned herein below, including undivided proportionate share in common areas and facilities in the proposed building appurtenant to Owner's allocation to be constructed as per sanctioned plan of the Kolkata Municipal Corporation together with undivided proportionate share of land appurtenant to OWNER' allocation.

In the event of any extra floor being possible to be constructed on the roof of the fourth floor of the proposed building within the ambit of the Building Rules of the K.M.C., the said entire floor shall be considered as the Developer's allocation ~~and the Developer shall pay to the Owner a sum of Rs. 25,00,000/- (INR Twenty Five Lacs) only as Owner's Share for construction~~ of such additional floor upon the

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*Swarna Bose*

*[Signature]*



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roof of the fourth floor of the proposed building at the said premises.

The OWNER shall not have any further claim in respect of the rest of the portions of the said building.

The OWNER' allocation has been morefully described in the **SECOND SCHEDULE** hereto.

- IX. **DEVELOPER'S ALLOCATION** shall mean the entire building save and except the allocated portion of the Owner as mentioned in the Owner's Allocation as stated above including undivided proportionate share in common areas and facilities in the proposed building appurtenant to Developer's Allocation to be constructed as per sanctioned plan of the Kolkata Municipal Corporation together with undivided proportionate share of land appurtenant to Developer's Allocation.

In the event of any extra floor being possible to be constructed on the roof of the fourth floor of the proposed building within the ambit of the Building Rules of the K.M.C., the said entire floor shall be considered as the Developer's allocation, ~~and the Developer shall pay to the Owner a sum of Rs. 25,00,000/- (INR Twenty Five Lacs) only as Owner's Share for construction~~ of such additional floor upon the roof of the fourth floor of the proposed building at the said premises.

The developer's allocation has been morefully described in the **THIRD SCHEDULE** hereunder written.

- X. **ARCHITECT** will mean any qualified person or persons or firm or firms to be appointed and nominated by the Developer as Architect or Architects or the Developer himself being a qualified Architect can act

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as an Architect of the building to be constructed on the said premises at the costs and expenses of the Developer.

- XI. **TRANSFER** with its grammatical variations shall mean and include a transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to the purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act, 1961.
- X. Transferee shall mean a person to whom any space in the building has been transferred.
- XI. SINGULAR NUMBER shall include plural numbers and vice versa.

## ARTICLE - II

### (TITLE AND INDEMNITIES)

- I. The OWNER does hereby declare that the OWNER has a good, marketable title to the said premises, morefully described in the **FIRST SCHEDULE** hereto. No other persons have any right, title, interest, and claim or demand whatsoever in the said property or any portion thereof. The OWNER is seized and possessed of or otherwise well and sufficiently entitled to enter into this development agreement with the developer. The OWNER do hereby undertakes to indemnify the Developer against all and any third party claims, actions and demands whatsoever.
- II. The OWNER do hereby declares that the said premises with the existing two storied building thereon, morefully described in the **FIRST SCHEDULE** hereto, is free from all encumbrances, liens, mortgages, leases, claims, demands, lispensens whatsoever to the best of their knowledge.

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- III. The OWNER do hereby declares that there is an existing tenant, in the said property on the ground floor only.
- IV. The OWNER do hereby declare that by virtue of this Development Agreement, the Developer shall be entitled to construct and complete the proposed G+4 storied building on the said property after demolition of the existing structures thereon. The Developer shall be entitled to retain possession or transfer or deliver possession of the remaining flats and car parking spaces in the Developer's Allocation without any interruption or interference from the OWNER or any person or persons claiming through or under the OWNER.
- V. The OWNER do hereby undertake to indemnify and keep the developer indemnified against all losses, damages, costs, charges and expenses incurred as a result of any breach of this undertaking.
- VI. **THE DEVELOPER** do hereby undertake to do the following works: -
- A) To get the soil of the said premises tested and theodolite survey of the said premises conducted.
  - B) To prepare building plan by its own Architects/Engineers at its own costs and to obtain different consents, NOC from the C.I.T., K.M.C. and other statutory authorities at its own costs.
  - C) To obtain sanction of the building plan at its own cost in respect of the First Schedule property.
  - D) To obtain temporary or permanent water connection from the Water Works Deptt. under the Kolkata Municipal Corporation at its own costs. The Developer has already made an arrangement of alternative accommodation of OWNER in a three BHK flat free of rent, until delivery of possession of OWNER's allocation and

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before execution of this presents the Owner has been shifted to the alternate accommodation i.e. a new flat on the third floor of Municipal Premises No. 574, Lake Gardens, Kolkata 700 045. It is hereby agreed between the parties that until the tenants / occupiers in the aforesaid premises vacant the said tenanted portion to the developer, the expenses incurred on account of the rent paid for the owner's alternative accommodation by the developer shall be duly adjusted from the aforesaid consideration amount Rs. 75,00,000/- ( INR Seventy Five Lacs) only and the Owner shall have no objection for the same.

- E) After execution of this development agreement for construction of a ground plus four storied building followed by the delivery of vacant possession of the said premises by the OWNER to the developer, the developer at its own costs will demolish the existing old two storied building and will start and complete the construction of the OWNER' allocation in habitable condition within **24 (Twenty) months** after demotion of the existing old two storied building at the **FIRST SCHEDULE** property to the developer or sanction of the proposed building plan whichever will be later.
- F) In the event the Developer fails to complete the said proposed ground plus four-storied building within the said stipulated period of **24 (Twenty Four) months**, a grace period of 6 months shall be given and the OWNER shall have no objection in regard to the same. In case the Developer fails to complete the proposed ground plus flour storied building within the extended period of 6 months then he shall pay to the OWNER a sum of Rs. 10,000/- per month till such time the construction is completed in all aspects.

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- G) In the event of any additional floor is possible to be constructed on the roof of the fourth floor of the ground plus four-storied building, an extended period of 6 months shall be added to the above 30 months for completion of the new ground plus five-storied building. The Developer will then complete the construction of the OWNER' allocation in habitable condition within **36 (Thirty Six) months** from the date of delivery of vacant possession of Land after demotion of the existing old two storied building at the **FIRST SCHEDULE** property to the developer or sanction of the proposed building plan whichever will be later.
- VII. The Developer undertakes to construct the building in accordance with the Building Plan sanctioned by the Kolkata Municipal Corporation, with any extra construction to be regularized by the K.M.C.
- VIII. The Developer shall act as an exclusive licensee of the Owner, and shall be entitled to be in occupation of the Said Land as and by way of an exclusive licensee of the Owner to carry out the construction of the proposed building, save and except that the Developer shall not be entitled to create any possessory right over the Said Land which could be construed as transfer of the Said Premises within the meaning of the Transfer of Property Act. The Developer shall not be entitled to use the Said Land for any other purpose other than the purpose of construction and the transfer of Developer's allocation entirely.
- IX. That after handing over possession of the Owner's Allocation to remain liable for rectifying all defects and want of proper

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construction in the Owner's Allocation or in respect of any fittings, fixtures, connections, services or otherwise therein for a period of one year from the date of handing over such possession of the Owner's Allocation.

- X. The Developer shall act as an independent contractor in constructing the building.

### ARTICLE - III

#### (CHOICE OF ARCHITECT AND STRUCTURAL ENGINEER)

The developer company being represented by a leading Architect of Kolkata as one of its Director, he shall act as an Architect of this project or may at his option engage any Architect of his choice to act as an Architect of this project or any structural engineer to act for this project.

### ARTICLE - IV

#### (CONSIDERATION)

The Developer has agreed to pay and the OWNER has also agreed to receive a sum of **Rs. 75,00,000/-** by eight installments (**Rupees Seventy Five Lakhs Only**) as non-refundable consideration money for granting the right of Development of the said premises by the OWNER to the DEVELOPER and also against consideration of undivided proportionate share of impartible and appurtenant to the developers' allocation.

Out of the said payment, the Developer will pay a sum of **Rs. 5,00,000/- (Rupees Five Lakhs Only)** at the time of execution of the present **Development Agreement**, further a sum of **Rs. 60,00,000/- (Rupees Sixty Lakhs)** Only during period of construction by six installments and final sum of **Rs. 10,00,000/- (Rupees Ten Lakhs Only)** at the time of delivery of the possession of the Owner's allocation.

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**ARTICLE - V**  
**(QUALITY / SPECIFICATION)**

The developer using best quality building materials shall build a landmark building. Details of the technical specification of the flats on the entire first floor and third floor of the proposed building in the OWNER' allocation is given in the schedule of specification annexed herewith and marked as Annexure-A.

**ARTICLE - VI**  
**(OBLIGATIONS OF THE OWNER)**

- i) The OWNER shall sign the building plan and other relevant papers and documents to be filed before the K.M.C. or any other department for obtaining sanction of building plan or for the purpose of carrying on the project.
- ii) On the date of execution of this agreement or soon thereafter, the OWNER will appoint, nominate and constitute developer its director **Sri Pranab Chatterjee** as their lawful attorney in their names and on their behalf to do all works regarding construction of the proposed building, submission of plan before the Building Department of the K.M.C. for sanction or for regularization, to file other document or documents, application or applications, declaration or declarations in different Govt. offices or departments for obtaining any clearance, approval, permission, N.O.C. etc. in respect of the said premises morefully described in the **FIRST SCHEDULE** hereto and to execute and register conveyance or conveyances for transfer of the undivided proportionate share of land in the premises appurtenant to developer's allocation in favour of the developer or its nominee or nominees or intending purchasers after construction of the building in respect of developer's allocation

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morefully described in the **THIRD SCHEDULE** hereto and to the above effect shall execute and register a General Power of Attorney appointing **Sri Pranab Chatterjee**, the Director of the developer company and conferring inter alia all the rights and authorities as are agreed to be given in terms of this development agreement. ~

- iii) The OWNER do hereby undertakes to hand over/deliver to the Developer all original title deeds and other original papers of the said premises as and when required, till all the flats, car parking spaces and other areas in the developer's allocation are transferred to the intending purchasers by registering the deed of conveyances. The Owner hereby agrees to keep the Developer indemnified against defects, encumbrances in the title of the property if any.
- iv) The OWNER shall extend their best possible co-operation to the developer for smooth progress of the project.
- v) The OWNERdo hereby grant exclusive right to the developer to build upon and to exploit the said premises in any manner by constructing thereon a ground plus four-storied building with right to sell or transfer the developer's allocation on receipt of the consideration from the intending purchasers.
- vi) Sri Pranab Chatterjee, the Director of the developer company, acting on behalf of the OWNER, as an attorney of the OWNER shall, from time to time be entitled to submit any plan or revised plan or plan for regularization of construction or modify or alter plan or plans to the Kolkata Municipal Corporation or any appropriate authority or authorities to enable the developer to construct the said building on the said premises and to obtain all such clearance, approvals, permission and/or authorities as shall be necessary for the purpose of construction of building on the said premises. The OWNER shall

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extend their best possible cooperation to the aforesaid functions of the developer and shall not issue any requisition as to any matter relating to construction or its progress, technicality, building materials whatsoever.

- vii) All applications, plans and other papers and documents, referred to hereinbefore, shall be submitted by the developer in the names of the OWNER but otherwise at the costs and expenses in all respects of the developer and the developer shall pay and bear all submissions and other like fees, charges and expenses required to be paid or deposited for sanction of the plan, altered plan or modified plan for construction of the building on the said premises Provided always that the developer shall be exclusively entitled to all refunds and/or all payments and/or deposits made by the developer.
- viii) The OWNER shall render to the developer all reasonable assistance necessary to apply for and/or to obtain all sanctions, permissions, clearances, approvals and/or authorities and/or to do any other act, thing or matter and/or to directly collect or receive back any refunds or other payments or deposits made by the developer to any authority or authorities and/or to follow up the same and for that purpose the OWNER shall grant the aforesaid irrevocable General Power of Attorney in favour of the Sri Pranab Chatterjee, the Director of the developer company to develop the said premises and/or to construct, erect and complete the said building on the said premises, to dispose of the flats, car parking spaces and other areas in developer's allocation by execution and registration of the Deed of Conveyance till completion of transfer of entire developer's allocation.
- ix) After getting delivery of possession of the OWNER'S allocation, the OWNER shall be liable to bear proportionate share of the taxes levied

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by the Kolkata Municipal Corporation in respect of the OWNER' allocation.

- x) Demolition of the existing two storied building on the said premises and removal of debris and other materials shall be the responsibility of the developer who shall be entitled to sell all materials, debris and other articles retrieved from such demolition and its sale proceeds.
- xi) The OWNER shall not only grant, right, title, interest to the developer in respect of developer's allocation morefully described in the **THIRD SCHEDULE** hereto but also effectively execute and register conveyances in favour of the developer's nominated intending purchasers in respect of Developer's allocation. Such conveyances shall be jointly executed and registered by the OWNER and the developer. The OWNER, by such conveyance shall sell, convey and transfer undivided proportionate share of land and developer shall sell, convey and transfer flats and car parking spaces and common areas and facilities. The stamp duties, registration fees and incidental expenses shall be borne by the Developer or its nominated purchasers.

#### ARTICLE - VII

#### \*(BUILDING)

- i) The developer shall at its own costs construct ground plus four storied building on the said property more fully described in the **FIRST SCHEDULE** hereto in accordance with the specification approved by the Architect and the specification of materials stated hereinbefore shall be used by the developer in the construction of the OWNER' allocation of the building.
- ii) The Developer shall construct and provide the said building at its own cost, underground water storage tank and overhead reservoir and lift required to be provided in the building in terms of the said

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building plan or under any application of statutory bye-laws and regulations or under any sanction or approval relating to the construction of the building on the said property.

- iii) The developer shall be authorized in the names of the OWNER, in so far as necessary, to apply for and to obtain quotas, establishments and other allocations for cement, steel, bricks and other materials allocable to the OWNER for the construction of the building and similarly to apply for and to obtain temporary and/or permanent connections of water, electricity, power and/or gas to the building and other inputs and facilities for the construction or enjoyment of the building. The developer hereby undertakes to construct the building diligently and expeditiously to make over the OWNER' allocation within the time stipulated hereinbefore unless prevented by the circumstances beyond its control.

#### ARTICLE - VIII

#### (The developer's special right to enter into agreement for sale with intending purchasers )

- i) During the subsistence of this agreement, the developer will be at liberty to enter into any agreement for sale with any intending purchaser or purchasers in respect of the flats, car parking spaces and other areas under the developer's allocation morefully described in the **THIRD SCHEDULE** hereto and to receive advances or earnest money or entire consideration whatsoever from such intending purchaser or purchasers, provided that the OWNER shall have no pecuniary obligations to refund such earnest money to such intending purchaser or purchasers. It is always provided that for delivery of possession of the flats, car parking spaces and other areas morefully described in the **THIRD SCHEDULE** hereto to the

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intending purchasers, there shall be a privity of contract between the developer and the intending purchasers in respect of the developer's allocation.

- ii) In consideration of the developer having agreed to construct, erect and deliver up the OWNER'S allocation, the OWNER shall grant, right, title, interest and convey and/or transfer and/or assign the developer's allocation to the developer or to its nominee or nominees.
- iii) The developer will be at liberty to give insertions in the news papers, social media etc. inviting purchasers for the sale of flats, car parking spaces and other areas in its allocated portion and shall also be entitled to fix up or hang any hoardings in the **FIRST SCHEDULE** property inviting intending purchasers.

**ARTICLE - IX**  
**(COMMON FACILITIES)**

- I) After the developer is put in possession of the said property, the developer shall be liable to make payment of all the property taxes, electric bills and other outgoings in respect of the said property until such time the proposed building is completed. Provided however that in case any payment is to be made towards any previous tax liabilities of the OWNER, in such event the OWNER shall be liable to pay and discharge the same and in case the OWNER fail to do so, the developer shall be entitled to pay and discharge the same and to recover the amount from time to time from the OWNER.
- II) As soon as the construction of the OWNER'S allocation will be fully completed with water supply, power connections etc., the developer shall give written notice to the OWNER requiring the OWNER to take possession of the OWNER'S allocation in the said building within 30 days from the date of receipt of the said notice and at all times

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thereafter i.e. after receipt of the said notice, the OWNER shall be exclusively responsible for payment of all K.M.C. and property taxes, rates, imposition whatsoever payable in respect of the OWNER'S allocation and in case such taxes, rates or impositions are not separately demanded by the K.M.C. or any other authorities only for OWNER' allocation, then the OWNER shall be responsible for payment of such taxes, rates or impositions in proportion to their shares of the total built up area.

- III) As and from the date of 30 days after the service of the notice of possession, the OWNER shall also be responsible to pay and bear and shall forthwith pay on demand to a society created with the help of the developer, the proportionate share of service charges for the common facilities in the building payable with respect to the OWNER' allocation; such charges to include water and fire, taxes, light, sanitation, maintenance operation, repair and renewal charges, bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building as well as for all common wiring pipes, electrical and mechanical equipments, switch gear, pumps, motor, lift and other electrical and mechanical installations, appliances and equipments, stairways, landings, passageways, pathways and other common facilities whatsoever including erection of a sinking fund.
- IV) After an association is formed by all the flat purchasers in the developer's allocation and the OWNER in respect of the said building and/or registered under the West Bengal Apartment Ownership Act, 1972 within a reasonable time, the developer will hand over management of the common areas and facilities and fund to the said association.

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**ARTICLE - X**  
**(NAME OF THE BUILDING )**

The name of the building shall be decided after completion of construction. The OWNER, developer and the flat purchasers shall not be entitled to change or alter the said name of the building at any time.

**ARTICLE - XI**  
**(COMMON RESTRICTIONS)**

The OWNER's allocation in the building shall be subject to the same restriction or transfer and use as are applicable to the developer's allocation in the building intended for the common benefit of all occupiers of the building which shall include as follows:-

- i) The OWNER or the developer or any of its transferees, assignees or lessees or tenants shall not use or permit to use their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use or allow the user thereof for any purpose which may create a nuisance or hazard to the other occupiers of the building.
- ii) The OWNER or the developer or any of their transferees shall not demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous permission in writing of the Kolkata Municipal Corporation (Building Department), Management/Society/Association or Holding Organization.
- iii) The OWNER shall not transfer or permit transfer of the OWNER' allocation or any portion thereof unless

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- a) the OWNER have observed and performed all the terms and conditions on the part of the OWNER to be observed and performed and in particular before acceptance of delivery of possession of OWNER' allocation.
- b) the OWNER upon obtaining possession of OWNER' allocation shall pay to the developer or the Association on the headings :- K.M.C. taxes, property taxes, service charges, electricity bills, maintenance charges, repair charges, replacement of equipment charges, if any, proportionately.
- c) the proposed transferees shall have given a written undertaking to the developer or the Association, as the case may be, to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever shall be payable in relation to the area in his/her/its possession.
- iv) The OWNER and the developer and its transferees shall abide by the laws, bye-laws, rules and regulations of the Government, local bodies, as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said bye-laws, rules and regulations.
- v) The OWNER and the developer and their transferees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in their respective allocations in the building in good working condition and repair in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the OWNER or the developer and other occupiers of the building as the case may be, indemnified from and against the consequences of any breach.

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- vi) The OWNER or the developer or all the transferees shall not do or cause or permit to be done any act or thing which may render void/voidable any insurance of the building or any part thereof and shall keep the OWNER or the developer and other occupiers of the building as the case may be, harmless and indemnified against the consequences of any breach.
- vii) No goods shall be kept by the OWNER or the developer or their transferees for display in the corridors, landing and the common areas, meant for common use of all the flat OWNER and no hindrance shall be caused in any manner in the free movement in the common areas and in case any such hindrance is caused, the developer or the Management/Society/Association/Holding Organization shall be certified to remove the same at the risk and cost of the person who keeps such goods or creates such hindrance.
- viii) The OWNER or the developer or their transferees shall not throw, or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, landings, stairs or any other portion or portions of the said building.
- ix) The OWNER or the developer or their transferees shall permit the developer or Management/Society/Association/Holding Organization or its servants and agents with or without workmen at all reasonable times, to enter into, upon their respective allocation in the building and any part thereof to view and examine the state and condition thereof and the OWNER or the developer or any of their transferees, as the case may be, shall rectify immediately upon the receipts of such notice all such defects of which notice in writing shall be given by the Developer or the Management/Society/Association/Holding

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- x) The OWNER or the developer or their transferees shall permit the developer or the management/society/association/holding organization and its servants and agents with or without workmen and others at all reasonable times, to enter into and upon their respective allocation and every part thereof for the purpose of maintaining or repairing any part of the building and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition, any common facilities and/or for the purpose of maintaining, repairing and testing drains, gas and water pipes and electric wires, lift and for any similar purpose.
- xi) All the common restrictions herein agreed upon shall apply to the OWNER and the developer and/or their respective transferees or assignees or any person claiming through them unless agreed upon by them in writing.

**ARTICLE - XII**  
**(MISCELLANEOUS)**

- I) The OWNER and the developer have entered into this development agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the developer and the OWNER or as a joint venture or joint adventure between the OWNER and the developer nor shall the developer and the OWNER in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against the same.
- II) The developer shall not be considered to be in breach of any

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

- III) It is understood that from time to time, to enable the construction of the building by the developer including the transfer of the developer's allocation to the intending purchasers, various acts, deeds, matters and things, not herein specifically referred to, may be required to be done by the developer for which the developer may require the authority of the OWNER and various specifications, deeds, instruments, writings, and other documents may be required legally to be signed or made by the OWNER relating to which no specific provision has been made herein. The OWNER hereby authorize the developer to do all acts, deeds, matters and things and undertake forthwith upon being required by the developer in this behalf to execute any such additional power or powers of attorney and/or other authorization or authorizations as may be legally required by the developer for the said purpose as also undertake to sign and execute all such additional applications and other documents as may be required for the said purpose. All costs in this connection including legal costs and stamp duties and registration fees if any, including the legal expenses shall be paid and borne by the

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developer.

- IV) The OWNER hereby further agree and covenant with the developer as follows:-
- a) The certificate of the Architect/Engineer of the developer in the matter of determining/calculating size of each of the flats in super built up area in OWNER' allocation, one servant's room with toilet and car parking spaces or their total area or certificate regarding completion of the OWNER' allocation in terms of the sanctioned building plan, shall be final and binding on both the parties herein. And none of the parties shall be entitled to dispute the calculation.
  - b) To use materials, articles and things of such specifications in the said building as shall be decided by the developer but shall be of such standard as are used for the construction of a prestigious building.
- V) The developer shall be entitled to frame scheme for the management and administration of the said building and/or common parts thereof. The parties hereto agree to abide by all such rules and regulations approved by them for such management, society, association, holding organization and hereby give their consent to abide by the same.
- VI) Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served on the OWNER if delivered by hand or sent by prepaid registered post or email and shall likewise be deemed to have been served on the developer if delivered by hand or sent by prepaid registered post or email, to be sent to the registered office of the

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developer or company's email address.

- VII) As and from the date of completion of the building, the developer and/or its transferees and the OWNER and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth and other taxes payable in respect of their respective spaces.
- VIII) After completion of the OWNER' allocation in every respect of the said building with provision of water supply, power connection, lift and the staircase, the developer shall be entitled to complete the building as per sanctioned plan of the K.M.C. according to its time and convenience.
- IX) This development agreement shall be construed as a transaction involving allowing the possession of the said property to be taken or retained in part performance of the contract in the nature referred to under section 53A of the Transfer of Property Act whereby the developer shall acquire right in or with respect to the building to be constructed or any part or portion of the building to be constructed on the said premises after sanction of the proposed building plan.

### ARTICLE - XIII

#### (ADJUDICATION OF DISPUTES)

- I) In case any dispute and differences arise between the parties hereto regarding committing any breach of any terms or obligations to be observed by any party under this agreement or regarding construction, interpretation, determination of rights, duties, determination of compensation/liability touching these presents, the same shall be referred to arbitration under the Arbitration and Reconciliation Act, 1996.

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- II) In connection with the aforesaid arbitration proceedings or for any application or proceedings save and except for the appointment of the Learned Arbitrator under the Arbitration and Reconciliation Act, 1996, the Learned Court at Alipore shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

**FIRST SCHEDULE ABOVE REFERRED TO**  
**( Description of the said premises )**

**ALL THAT** piece or parcel of land, hereditaments and premises containing an area of 3cottahs, and 32sq.ft. more or less **TOGETHER WITH** the two storied dwelling house each floor measuring 1400 sq.ft more or less total 2800 sq.ft more or less standing thereon being premises No.570/1 Lake Gardens, Kolkata - 700 045, formerly being premises No. 162/D/570/1 Lake Gardens, within the jurisdiction of the Kolkata Municipal Corporation, P.S. Tollygunge, Ward No. 93, District: 24-Parganas (South), Assessee No. 21-093-08-0551-8, with liberties, privileges and easement rights connected therewith and butted and bounded as follows:-

**ON THE NORTH** : 20 Feet wide K.M.C Road.

**ON THE SOUTH** : By plot No. 2, now known as 162/D/554  
Lake Gardens

**ON THE EAST** : By plot No.13, now known as 162/D/570  
Lake Gardens

**ON THE WEST** : By plot No.14/1, now known as 162/D/572  
Lake Gardens

**SECOND SCHEDULE ABOVE REFERRED TO**

**(OWNER' Allocation)**

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**OWNER'S ALLOCATION** shall mean entire 2<sup>nd</sup>. Floor of the proposed ground plus four storied building in the form of one or two flats, area of existing tenant on the Ground Floor in the assumption that the tenant will agree to get rehabilitated in the ground floor, and Rs. 75,00,000/- ( INR Seventy Five Lacs) only the Developer will pay a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) at the time of execution of the present Development Agreement, further a sum of Rs. 60,00,000/- (Rupees Sixty Lakhs) Only during period of construction by six installments and final sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) at the time of delivery of the possession of the Owner's allocation including undivided proportionate share in common areas and facilities in the proposed building appurtenant to OWNER'S allocation to be constructed as per sanctioned plan of the Kolkata Municipal Corporation together with undivided proportionate share of land appurtenant to OWNER'S allocation.

The Developer has already made an arrangement of alternative accommodation of OWNER in a three BHK flat free of rent, until delivery of possession of OWNER's allocation and before execution of this presents the Owner has been shifted to the alternate accommodation i.e. a new flat on the third floor of Municipal Premises No. 574, Lake Gardens, Kolkata 700 045. It is hereby agreed between the parties that until the tenants / occupiers in the aforesaid premises vacant the said tenanted portion to the developer, the expenses incurred on account of the rent paid for the owner's alternative accommodation by the developer shall be duly adjusted from the aforesaid consideration amount Rs. 75,00,000/- ( INR Seventy Five Lacs) only and the Owner shall have no objection for the same.

In the event of any extra floor being possible to be constructed on the roof of the fourth floor of the proposed building within the ambit of the Building Rules of the K.M.C., the said entire floor shall be considered as the Developer's allocation and the Developer shall pay to the Owner a sum of

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Sudipa Bose.





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~~Rs. 25,00,000/- (INR Twenty Five Lacs) only as Owner's Share for construction of such additional floor upon the roof of the fourth floor of the proposed building at the said premises.~~

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

**DEVELOPER'S ALLOCATION** shall mean the entire building save and except the allocated portion of the Owner as mentioned in the Owner's Allocation as stated above including undivided proportionate share in common areas and facilities in the proposed building appurtenant to Developer's Allocation to be constructed as per sanctioned plan of the Kolkata Municipal Corporation together with undivided proportionate share of land appurtenant to Developer's Allocation.

In the event of any extra floor being possible to be constructed on the roof of the fourth floor of the proposed building within the ambit of the Building Rules of the K.M.C., the said entire floor shall be considered as the Developer's allocation, ~~and the Developer shall pay to the Owner a sum of Rs. 25,00,000/- (INR Twenty Five Lacs) only as Owner's Share for construction of such additional floor upon the roof of the fourth floor of the proposed building at the said premises~~

**ANNEXURE - A**

(Schedule of Specification)

Technical specification of the flats as will be delivered in the OWNER'S allocation by the developer are given hereunder: -

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Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be of best quality and according to the plans and advice of the Architect and including the following:

1. **FOUNDATION:**

The foundations shall be reinforced cement concrete as per computerized structural design.

2. **SUPER STRUCTURE:**

The super structure of the building shall have reinforced cement concrete framed structure with reinforced cement concrete columns, beams and slabs as per soil test report and structural design.

3. **WALLS:**

Walls of the building shall be 200 mm thick brick walls on the external face and 75/125 mm thick brick partition walls with cement sand mortar (1:6) using first class bricks.

4. **FINISHES:**

All internal surfaces to be plastered with cement and mortar and finished with plaster of paris punning. All external walls to be plastered with water proof cement and sand mortar and painted with 2 coats of cement paint (snowcem brand), (and one coat of plastic emulsion paint, ICI brand).

5. **FLOORING:**

Flooring inside all flats shall be of Vitrified tiles sizes (600mm X 600mm), common areas such as Staircase shall be of marble , Parking and Passage shall be of Kota or Crazy Floor.

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6. **DOORS:**

All door frames shall be of seasoned and treated sal wood, shutters will be made of hot pressed factory made solid core phenol bounded flush doors. Doors shall be 32 mm thick with oxidized steel hinges and tower bolts, doors, stoppers, godrej mortise lock. Bathroom doors shall be quality wood/ blockboard.

One Collapsible/grilled iron door at the entrance of the lobby at ground floor and terrace shall be provided for security.

7. **WINDOWS:**

Shall be of sliding / powder coated aluminium windows with integrated external M.S.Grill, with 4mm glass.

8. **TOILET FITTINGS:**

All toilet to have concealed plumbing for hot & cold water to include one European W.C. and one wash basin both in white and reputed make CP fittings will include (3 concealed stop cock, 1 bibcock, 1 shower with arm) all of Jaquar make, Ceramic tile dado on walls upto 7 ft. height to be provided.

9. **KITCHEN FITTINGS/FIXTURES :**

Modular Kitchen designed by the Developer with Granite (black) Counter top as per drawing with Steel Sink (24"X18"). One bibcock at the bottom of Sink for washing. Ceramic tiles for walls up to 3' height. Floor to be vitrified.

10. **ELECTRICAL INSTALLATIONS:**

Concealed copper wiring using ISI marked wires upto points, switch boards, switches, distribution Boards and Havell's MCB but

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excluding fans and light fittings. Three light points, two fan points, one TV Point in living room, one 15 Amp point in dining and toilet each two light point and one exhaust fan point in kitchen and toilet, A.C. Point in two bed rooms. Modular Switches & fixtures .

11. **WATER ARRANGEMENTS:**

Underground Reservoir for K.M.C. Water, one centrifugal pump overhead water tank along with submersible pump, all inter connecting plumbing, valves and delivery pipelines to be installed.


12. **LIFT:**

Four passengers lift of ADAMS/BHARAT make.

13. **AMENITIES & FACILITIES:**

- a) Cable connection in each flat.
  - c) Intercom facility from lobby to each flat/unit.
  - d) Minimum of 01 telephone point in each flat/unit.
  - e) One common toilet for general use at the ground floor.
14. Boundary wall having 5-0" height.
15. Anti termite and other pest control measures shall be provided.

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IN WITNESS WHEREOF the OWNER and the Developer have set and subscribed their respective hands and seals at Kolkata on the day, month and year first above written.

**SIGNED AND DELIVERED**

by the **OWNER**

in the presence of

**WITNESSES :**

1. *Sneha Chakravarti*

*6H, K. Rajabala Road.*

*Kol-700029.*

2. *Smita Ghoshly*  
*292 Tiri. Ghosh Road.*  
*Kol-41*

*Sudipa Bose.*  
**SIGNATURE OF THE OWNER**

**SIGNED, SEALED AND DELIVERED**

by the **DEVELOPER**

in the presence of

**WITNESSES :**

1. *Sneha Chakravarti*

2. *Smita Ghoshly*

**MODULE PROPERTIES PVT. LTD.**

*[Signature]*  
Director

**SIGNATURE OF THE DEVELOPER**

**Drafted by me**

*[Signature]*

**Advocate**

**High Court, Calcutta**

**Enrol No. WB/675/1992.**



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**MEMO OF CONSIDERATION**

**RECEIVED Rs.5,00,000/- (Rupees Five Lacs) only** from the within named Developer as non - refundable amount, as agreed herein before, as per Memo below:

1. By A/c. Payee Cheque No. 003079.... dated 24.8.2018

Drawn On.....HDFC Bank Branch. Stephen House **Rs.5,00,000/-**

**Total:**

**Rs.5,00,000/-**

*(Rupees Five Lakhs) only.*

**WITNESSES :**

1. *Sneha Chakravarti.*

*6H, Keyatola Road.*

*Kol-700029.*

2. *Sujit Ghosh.*

*Sudipa Bose.*

**SIGNATURE OF THE OWNER**



























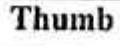






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# SPECIMEN FORM FOR TEN FINGER PRINTS

	<i>Suzanne Rose</i>					
		<b>Little</b> <b>Ring</b> <b>Middle</b> <b>Fore</b> <b>Thumb</b>				
		(Left Hand)				
						
		<b>Thumb</b> <b>Fore</b> <b>Middle</b> <b>Ring</b> <b>Little</b>				
		(Right Hand)				
						
		<b>Little</b> <b>Ring</b> <b>Middle</b> <b>Fore</b> <b>Thumb</b>				
		(Left Hand)				
						
<b>Thumb</b> <b>Fore</b> <b>Middle</b> <b>Ring</b> <b>Little</b>						
(Right Hand)						
<b>PHOTO</b>						
		<b>Little</b> <b>Ring</b> <b>Middle</b> <b>Fore</b> <b>Thumb</b>				
		(Left Hand)				
						
		<b>Thumb</b> <b>Fore</b> <b>Middle</b> <b>Ring</b> <b>Little</b>				
(Right Hand)						



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*Sone*  
23.8.18

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
ACQPC3756K



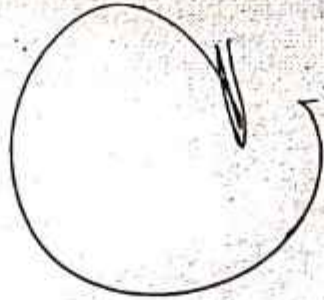
नाम / NAME  
PRANAB CHATTERJEE

पिता का नाम / FATHER'S NAME  
PARESH CHANDRA CHATTERJEE

जन्म तिथि / DATE OF BIRTH  
23-10-1964

हस्ताक्षर / SIGNATURE  
*Pranab Chatterjee*

आपका भाग्य प.न. - XI  
COMMISSIONER OF INCOME-TAX, W.B. - XI



PAN: 9830086196

इस कार्ड के रद्द / मिस होने पर कृपया जारी करने  
वाले प्राधिकारी को सूचित / धारण कर दें  
संगठन आयकर अनुसंधान (प्रणाली एवं तकनीकी)  
पी-7,  
चौरंगी स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to  
the issuing authority.

Joint Commissioner of Income-tax (Systems & Technical),  
P-7,  
Chowringhee Square,  
Calcutta-700 069.



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

GRN: 19-201819-027793385-1 Payment Mode Online Payment  
GRN Date: 23/08/2018 13:39:24 Bank: ICICI Bank  
BRN: 1519013489 BRN Date: 23/08/2018 00:00:00

DEPOSITOR'S DETAILS

Name: MODULE PROPERTIES PVT LTD Id No.: 16050001337881/4/2018  
[Query No./Query Year]  
Contact No.: Mobile No.: +91 8697893055  
E-mail:  
Address: 422 LAKE GARDENS KOLKATA 700045  
Applicant Name: Mr Ratan Pal  
Office Name:  
Office Address:  
Status of Depositor: Others  
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement  
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	16050001337881/4/2018	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	16050001337881/4/2018	Property Registration- Registration Fees	0030-03-104-001-16	5021

Total

45042

In Words: Rupees Forty Five Thousand Forty Two only

## Major Information of the Deed

Deed No :	I-1605-05755/2018	Date of Registration	27/08/2018
Query No / Year	1605-0001337881/2018	Office where deed is registered	
Query Date	20/08/2018 5:00:00 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Ratan Pal 6, Old Post Office Street, 1st Floor, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8697893055, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,62,46,112/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,071/- (Article:48(g))	Rs. 5,021/- (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:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Lake Gardens, , Premises No. 570/1, Ward No: 093

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		3 Katha 32 Sq Ft		1,44,61,112/-	Width of Approach Road: 20 Ft.,
<b>Grand Total :</b>					<b>5.0233Dec</b>	<b>0 /-</b>	<b>144,61,112 /-</b>	




### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2800 Sq Ft.	0/-	17,85,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
<b>Total :</b>		<b>2800 sq ft</b>	<b>0 /-</b>	<b>17,85,000 /-</b>	

Major Information of the Deed :- I-1605-05755/2018-27/08/2018





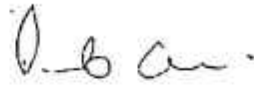
**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	<b>Ms Sudipa Bose</b> Daugther of Late Harilal Bhattacharya Executed by: Self, Date of Execution: 24/08/2018 , Admitted by: Self, Date of Admission: 24/08/2018 ,Place : Office	 24/08/2018	 LTI 24/08/2018	 24/08/2018
570, Lake Gardens, P.O:- Lake Gardens, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700045 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AHRPB8218P, Status :Individual, Executed by: Self, Date of Execution: 24/08/2018 , Admitted by: Self, Date of Admission: 24/08/2018 ,Place : Office				

**Developer Details :**


Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Module Properties Private Limited</b> 422, Lake Gardens, P.O:- Lake, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700045 , PAN No.:: AAFCM9173Q, Status :Organization, Executed by: Representative			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri Pranab Chatterjee (Presentant )</b> Son of Dr Paresh Nath Chatterjee Date of Execution - 24/08/2018, , Admitted by: Self, Date of Admission: 24/08/2018, Place of Admission of Execution: Office	 Aug 24 2018 1:09PM	 LTI 24/08/2018	 24/08/2018
P-240, Lake Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACQPC3756K Status : Representative, Representative of : Module Properties Private Limited (as Director)				

Major Information of the Deed :- I-1605-05755/2018-27/08/2018

**Identifier Details :**

Name & address	
Mr Ratan Pal Son of Late L C Pal 6, Old Post Office Street, 1st Floor, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Ms Sudipa Bose, Shri Pranab Chatterjee	
	24/08/2018

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Ms Sudipa Bose	Module Properties Private Limited-5.02333 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Ms Sudipa Bose	Module Properties Private Limited-2800.00000000 Sq Ft

**Endorsement For Deed Number : I - 160505755 / 2018****On 21-08-2018****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 1,62,46,112/-



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

**On 24-08-2018****Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)**

Presented for registration at 12:50 hrs on 24-08-2018, at the Office of the A.D.S.R. ALIPORE by Shri Pranab Chatterjee .

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

Execution is admitted on 24/08/2018 by Ms Sudipa Bose, Daughter of Late Harilal Bhattacharya, 570, Lake Gardens, P.O: Lake Gardens, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700045, by caste Hindu, by Profession Others

Major Information of the Deed :- I-1605-05755/2018-27/08/2018

Identified by Mr Ratan Pal, , Son of Late L C Pal, 6, Old Post Office Street, 1st Floor, P.O: GPO, Thana: Hare Street, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 24-08-2018 by Shri Pranab Chatterjee, Director, Module Properties Private Limited (Private Limited Company), 422, Lake Gardens, P.O:- Lake, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700045

Identified by Mr Ratan Pal, , Son of Late L C Pal, 6, Old Post Office Street, 1st Floor, P.O: GPO, Thana: Hare Street, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate



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

**On 27-08-2018**

**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 5,021/- ( B = Rs 5,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/08/2018 12:00AM with Govt. Ref. No: 192018190277933851 on 23-08-2018, Amount Rs: 5,021/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1519013489 on 23-08-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 55539, Amount: Rs.50/-, Date of Purchase: 18/08/2018, Vendor name: A Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/08/2018 12:00AM with Govt. Ref. No: 192018190277933851 on 23-08-2018, Amount Rs: 40,021/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 1519013489 on 23-08-2018, Head of Account 0030-02-103-003-02



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

Major Information of the Deed :- I-1605-05755/2018-27/08/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2018, Page from 179639 to 179685  
being No 160505755 for the year 2018.



Digitally signed by MD SHADMAN  
Date: 2018.08.28 12:12:53 +05:30  
Reason: Digital Signing of Deed.

*MD Shadman*

(Md Shadman) 28/08/2018 12:12:50  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)