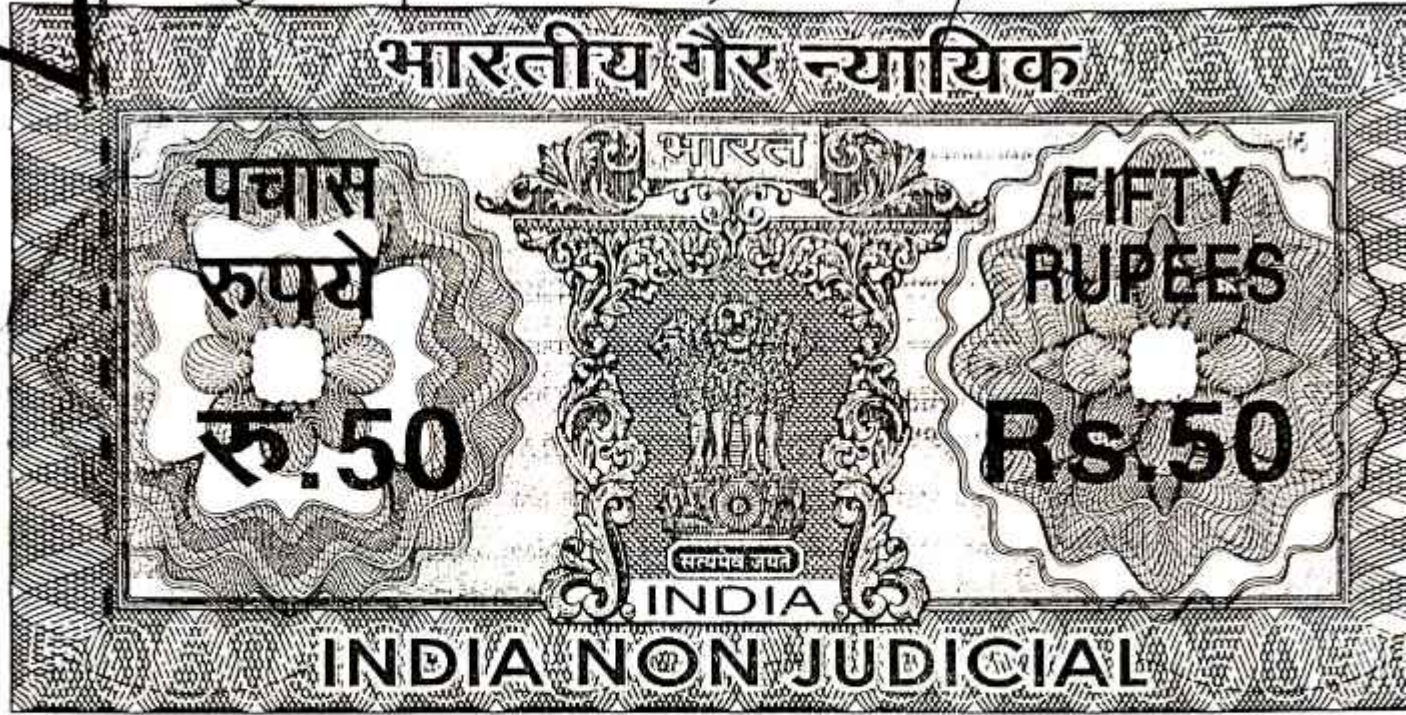


05276/21

I - 519/21.



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AC 91233

Certified that the document is admitted to  
 registration. The Registrar's office and the  
 documents are the part of that document.

DEVELOPMENT AGREEMENT

26/11/21  
 23/11/21  
 3040/21  
 Sub-Registrar-V  
 Alipore, South 24 Parganas

1. Date : 26/11/2021
2. Place : Kolkata
3. Parties:

26 NOV 2021

3.1 SRI SAMIK GUPTA (PAN- ACSPG1163G), Aadhaar No. 288851522403, son of Late Sudha Ranjan Gupta, by faith- Hindu, by occupation- Service residing at Premises No. 23A/673, Diamond Harbour Road, Police Station- New Alipore, Post Office- New Alipore, Kolkata- 700 053.

hereinafter called and referred to as the OWNER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators, successors, nominees and assigns) of the ONE PART.

(Owner, includes successors -in-interest and assigns) / FIRST PARTY

No. 1560 Dt. 22/11/21 St/r

Name.....

Address.....

Vendor.....

SUBIR KUMAR DUTTA  
ADVOCATE  
ALIPORE POLICE COURT  
KOLKATA - 700 027

L. K. DAS  
Licenced Stamp Vendor  
Alipore Criminal Court



3/

DISTRICT SUB-REGISTRAR-V  
SOUTH 24 P. ALIPORE  
26 NOV 2021

Identified to be  
Subir Kumar Dutta  
Advocate  
Alipore Police Court  
Kolkata - 700 027



## A N D

3.2 **MODULE DEVELOPERS PRIVATE LIMITED. (PAN : AAGCM8216P)**, 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)**, (AADHAR No. 921365302958) son of Dr. Paresh Nath Chatterjee, by religion Hindu, by occupation Business, residing at P-240, Lake Road, P.O. Sarat Bose Road, P.S. - Lake, Kolkata - 700 029

( Developer, includes successors-in-interests ) SECOND PARTY.

Owner and Developer, Collectively Parties.

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

3 Subject Matter of Agreement :

3.1 Development : Development and commercial exploitation of Undivided share of Municipal Premises No. 26, Biplabi Dinesh Majumder Sarani, by mailing address known as 23A/673, Diamond Harbour Road, locally known as 673, Block- O, New Alipore, Police Station - New Alipore, Kolkata - 700 053, described in the 1<sup>st</sup> Schedule below (Premises).

4 Background , Representations and Warranties :

5.1 Owner's Representations on Title : The Owner have represented and warranted to the Developer as follows :

5.1.1 Purchase of Premises : By an Indenture dated 26/10/1951 registered before The Joint Sub Registrar of Alipore and recorded in, Book No. 1, Volume No. 105, Pages 178 to 183, Being No. 6763, for the year 1951 one The Hindusthan Co-Operative Insurance Society Ltd. a joint stock company having its office at 4,



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

Chittaranjan Avenue, Kolkata as Vendor sold transferred and conveyed all that piece and parcel of land measuring 6.34 Cottahs comprised in Plot No. 673 in Block No. O of the Society's New Alipore Development Scheme No. XV, being a portion of Port Commissioners surplus land presently within the limits of the then Corporation of Calcutta now within The Kolkata Municipal Corporation, Ward No. 081, Police Station - New Alipore, Kolkata - 700 053, in the District of 24 Parganas to one Hironmoyee Gupta wife of Phani Bhusan Gupta at or for a valuable consideration mentioned thereunder.

- 5.1.2 Mutation of Name : After such purchase as aforesaid while seized and possessed of the said Hironmoyee Gupta wife of Phani Bhusan Gupta duly applied for and obtained mutation of her name in the records of the then Calcutta Corporation now within the Kolkata Municipal Corporation in respect of the said Premises which was then known and renumbered as Municipal Premises No. 23A/673, Diamond Harbour Road now renamed as Premises No. 26, Biplabi Dinesh Majumder Sarani, Police Station - New Alipore, Kolkata - 700 053 and was enjoying the same free from all encumbrances paying taxes regularly.
- 5.1.3 Demise of Hironmoyee Gupta : The said Hironmoyee Gupta, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 13.12.1977 leaving behind surviving her two sons namely Sudharanjan Gupta and Sri Samir Ranjan Gupta and her husband since deceased on 15.12.1977, as her only legal heirs and successors and no other persons or persons as her heirs and successors. After her husband Sri Phani Bhusan Gupta died on 15.12.1977 his two sons namely Sudharanjan Gupta and Sri Samir Ranjan Gupta were left as his only heirs and successors.
- 5.1.4 Demise of Samir Ranjan Gupta : The said Samir Ranjan Gupta governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 23.09.1995 leaving behind surviving his wife Smt. Jayanti Gupta and only daughter Smt. Sampa Saha Gupta, as his only legal heirs and successors and no other persons or persons as her heirs and successors.



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
26 NOV 2021



- **Demise of Sudha Ranjan Gupta :** The said Sudha Ranjan Gupta governed by the **Dayabhaga** or Bengal School of Hindu Law died intestate on 03.10.2007 leaving behind surviving his wife Smt. Subhra Gupta and one daughter Smt. Sayanti Dutta and only son Sri Samik Gupta as his only legal heirs and successors and no other persons or persons as her heirs and successors.

- 5.1.6 **Ownership of Premises :** In the circumstances referred to above the said (1) SMT. JAYANTI GUPTA wife of Late Samir Ranjan Gupta (2) SMT. SAMPA SAHA GUPTA daughter of Late Samir Ranjan Gupta , (3) SMT. SUBHRA GUPTA wife of Late Sudha Ranjan Gupta, (4) SMT. SAYANTI DUTTA daughter of Late Sudha Ranjan Gupta and (5) SRI SAMIK GUPTA son of Late Sudha Ranjan Gupta, by way of inheritance thus became the absolute joint Owner and occupiers of all that the said Municipal Premises No. 23A/673, Diamond Harbour Road now renamed as Premises No. 26, Biplabi Dinesh Majumder Sarani , Police Station – New Alipore, Kolkata - 700 053 and are enjoying the same free from all encumbrances paying taxes regularly ..
- 5.1.7 **Absolute Owner :** In the manner stated above , the present Owner being the First Party become the absolute Owner of the said undivided share of the premises by way of inheritance and is in possession of the Premises and the Owner have a marketable title thereto and is not aware of any defect in the title of the Premises and have not entered into any agreement creating any right in the Premises.
- 5.2 **Background of the Second Party :** The Second Party is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.3 **Reliance on Representations :** Relying on the representations of the First Party, the Second Party has offered and agreed to develop and commercially exploit the said undivided share of the premises by constructing a new five / six storied building thereon (new building) and demolishing the Existing building, in accordance with the building plan. Plans to be sanctioned by the Kolkata Municipal



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 MAY 2021



~~possession~~ (KMC) within a reasonable time period by the second party with full cooperation from the first party. The Second party will obtain the final building plan sanction ( including number of floors ) from the KMC within a period of 3 months from obtaining 100% power of attorney and agreement or vacant possession of the building by the first party whichever is later.

- 5.4 Negotiations : Discussions and negotiations for collaborative development of the Premises have taken place between the parties and the terms and conditions agreed upon are recorded hereunder.
- 5.5 Appointment and Commencement :
- 5.5.1. Appointment and Acceptance : The First Party appoints and the Second Party accepts the appointments as the Developer of the Premises.
- 5.5.2. Scope of Works : The Second Party , at its own costs and expenses , shall :
- (a) Sanction of Plans : Have the Plans sanctioned with the maximum available FAR.
  - (b) Demolition and Debris : Demolish the Existing Building and dispose off the debris thereof . The salvage money shall go to the Developer/second party
  - (c) Construction of the New Building : The Second Party shall construct the New Building and simultaneous to delivering to the First Party vacant possession of the First Party's Allocation (defined below), deal with the Second Party's Allocation (defined below). The Second Party shall , however , have the right to enter into Agreements for transfer and booking of the Second Party's Allocation ( defined below ), prior to delivering possession of the First Party's Allocation.
  - (d) Commercial Exploitation ; Deal with the Second Party's Allocation at its free will , for making some commercial gain for which the First



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

party shall have no connection whatsoever in respect of any commercial interest, liability etc.

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

6. First Party's Allocation & Consideration :

6.1 First Party's Allocation : The First Party along with his other Co Owners shall be entitled to ALL THAT (i) self contained habitable flats in two (2) floors i.e. in the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) Floor in case of G+5 configuration (each in the form of two flats measuring constructed area of the entire floors) OR second (2<sup>nd</sup>) and third (3<sup>rd</sup>) floors in case of G+4 configuration and (ii) Fifty percent of the Car Parking spaces in the Ground floor of the building, together with undivided, impartible and singly non-transferable proportionate share in the land contained in the premises (collectively First Party's Allocation). The First Party's Allocation shall be constructed, finished and delivered to the First Party at the cost and expense of the Second Party. In case of sanction of an extra fifth floor on the roof of the fourth floor within the ambit of the KMC rules and regulations, the First Party shall also have the option to purchase apartment/s on the fourth floor from the second party's allocation at Rs. 8000/- per square feet. In case of an extra fifth floor sanction, the first party shall be entitled to 50% of the fifth floor. The Ultimate roof will be kept common for all allottees of the proposed building.

6.2 The final distribution of floors between the first party members will be agreed via mutual consent of all parties or by means of lottery, after sanction of the final building plan and finalization of terms of purchase of additional flats (including proportionate share of car parking and undivided, impartible and singly non-transferable proportionate share in the land contained in the premises) by members of the 1<sup>st</sup> party, as the case may be. A suitable amendment of this agreement shall be initiated to that effect.





31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

6.3 **Pecuniary Consideration :-** Apart from the habitable First Party's allocated portion as aforesaid the First Party shall also be liable to get a non refundable advance of Rs. 30,00,000.00 ( Thirty Lacs ) only, which shall be paid by the Second Party to the First Party in the manner following :-

- |    |   |                              |
|----|---|------------------------------|
| a) | At the time of execution of the final Agreement for Development simultaneous with the Execution of the Final Power Of Attorney in favour of Second Party                              | Rs. 10,00,000/-              |
| b) | At the time of vacating of the existing Premises by all the First Party and handing Over the same to the Second Party for subsequent demolition and commencement Of construction work | Rs. 10,00,000/-              |
| c) | At time of sanction of the Proposed Building plan   | Rs. 10,00,000/-              |
|    |   | <hr/> <hr/> Rs. 30,00,000.00 |

( Rupees Thirty Lacs ) only .

6.4 **Common Portions :** It is clarified that the First Party's Allocation also includes undivided proportionate share in the common areas, amenities and facilities made available in the new building which are more fully described in the 2<sup>nd</sup> Schedule below (collectively Common Portions) .

7. The FIRST PARTY , for the purpose of distribution, among its members, of its allocate on and other monetary proceeds, as outlined under section 6 of this



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021



agreement, "First Party's Allocation and Consideration", shall be further subdivided as below as per provisions of Hindu Succession Act 1956.

Part A consisting Smt. Subhra Gupta, Smt. Sayanti Dutta and Sri Samik Gupta, on one part AND

Part B consisting Smt. Jayanti Gupta and Smt. Sampa Saha Gupta, on other part.

The allocation and proceeds of the First Party will be distributed equally (i.e. 50% each) between Part A and Part B.

## **8. Second Party's Allocation & Consideration :**

- 8.1 Second Party's Allocation :** After setting apart the First Party's Allocation, the Second Party shall be entitled to the covered habitable Flat areas in the entire first (1<sup>st</sup>) floor and the entire Fourth (4<sup>th</sup>) floor of the building for a G+IV configuration AND the remaining Car Parking spaces in the Ground floor of the proposed building AND furthermore if any additional Floor, i.e. Fifth Floor is sanctioned by The Kolkata Municipal Corporation then in such case the Second party shall get fifty percent of the said entire Fifth floor of the said new building and undivided, impartible and singly non transferable proportionate share in the land contained in the premises and similar undivided proportionate share in the common portions ( collectively Second Party's Allocation). The Second Party's Allocation shall be constructed and finished by the Second Party at its own cost and expense , for and on behalf of itself and/or its constituents and/or nominees . The undivided , impartible and singly non transferable proportionate share in the Land contained in the Premises shall be conveyed by the First Party to the Second Party and/or its constituents and/or nominees in First Party's Allocation to the First Party . The First Party shall also have the option to purchase apartment/s on the fourth floor from the second party's allocation at Rs. 8000 per square feet . The Ultimate roof will be kept common for all allottees of the proposed building .

- 8.2 Common Portions :** It is clarified that the Second Party's Allocation also includes undivided proportionate share in the common areas , amenities



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

and facilities made available in the new building which are more fully described in the 2<sup>nd</sup> Schedule below (collectively Common Portions) .

9. Possession . Shifting and Demolition :

- 9.1 Possession : Simultaneously upon obtaining sanction of building Plan from the Kolkata Municipal Corporation , the Second Party , at its own costs and expenses , shall provide the Alternative Accommodation to the First Party Nos. 3.1 and 3.2 of same size/configuration and in the same neighbourhood as the existing property and simultaneously therewith , the First Party shall induct the Second Party into possession of the Premises as license of the First Party , for the purpose of implementing this Agreement .
- 9.2 Shifting to Alternative Accommodation : The Second Party shall bear the monthly rental charges to the present residents of the scheduled premises number 26 , Biplabi Dinesh Majumder Sarani , Kolkata 700 053 only for the temporary accommodations for the First Party during the time of construction of the new proposed multistoried building and shall pay such amounts till the date of handing over peaceful possession of the First Party's allocation by the Second Party or from the Date of Obtaining of the Completion Certificate from the Kolkata Municipal Corporation, whichever is earlier. The Second Party shall give two (2) months notice to First Party for shifting to its allocated portion of the New Building. The Second Party will have the leave and license agreement prepared with the owner of alternative accommodation on behalf of the First Party and liable for all the expenses except the utility bills/consumption such as electricity and cooking gas suppliers etc .
- 9.3 Demolition : The Second Party shall be responsible for demolition of the Existing Building within 180 (one hundred and Eighty ) days from the date of commencement of demolition The overall construction schedule as defined under clause 11.3 shall be inclusive of the demolition schedule A demolition notice shall be served by the second party to the first party in writing and approval obtained





31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

from 1<sup>st</sup> party in writing, after producing all documentary evidence of ~~approvals/sanctions~~ obtained in terms of construction of the new building. However if the second party is unable to start demolition due to force majeure or due to inability of the First Party to handover the premises to the second party after ~~approvals from~~ KMC is obtained for demolition or as per KMC norms then in such an event the Demolition schedule shall not be included in the construction period as defined under clause 11.3 .

**10. Power and Authorities :**

**10.1 Power of Attorney:** The First Party shall grant to the Second Party and/or its nominees a Specific Power of Attorney for the purpose of obtaining sanction of the Plans and all necessary permissions from different authorities in connection with the construction of the New Building as also for booking and sale of the Second Party's Allocation thereby through execution of the Deed of Conveyances in favor of the intending purchasers for flats belonging to the Second Party / Developers Allocation.

**10.2 Further Acts :** Notwithstanding grant of the aforesaid Power of Attorney/s , the First Party hereby undertakes that they will execute as and when necessary, all papers , documents , plans etc. for the purpose of development of the premises or as needed by the Kolkata Municipal Corporation .

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

**11. Sanction and Construction :**

**11.1 Sanction :** The Second Party shall, at its own costs and expenses , shall have the Plans prepared , get the same approved by the First Party and submit to the KMC for sanction. The Second Party , at its own costs and expenses , shall have the Plans for the New construction of the said Building



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021



in or on the said land sanctioned by the KMC at its own cost. The second party shall obtain the completion certificate from KMC for both first and the second parties.

**11.2 Construction of The New Building :** The Second Party shall , at its own cost and without creating any financial or other liability on the First Party , construct , erect and complete the New multi storied Building in accordance with the sanctioned plans as per the agreed specifications , mentioned in the 3<sup>rd</sup> Schedule below and as may be recommended by the Architect appointed by the second party from time to time. Subject to the aforesaid , the decision of the Architect regarding the quality of materials shall be final and binding on the Parties, provided such decisions are discussed and consented with the First Party. It is clarified that the materials used for construction of the New Building will be new and first class and the workmanship will be first class . All costs , charges and expenses including Architect's Fees shall be discharged and paid by the Second Party and the First Party shall bear no responsibility in this context . If the Second Party obtains sanction of an additional Floor , i.e. Fifth Floor of the proposed new building from the Kolkata Municipal Corporation , then in such case the Second Party shall construct the same at his own cost , risk and responsibility and the First Party shall bear no responsibility in this context .

**11.3 Construction Time :** The Second Party shall construct , complete and finish the new building with ground plus four storeys within a period of 24 (Twenty Four) months from the date of obtaining sanction of the Plans or from the date of handing over peaceful vacant possession of the Schedule property by the First Party to the Second Party which ever is later with an extension of further six months if required subject to force majeure as defined in Clause 21.1 below. Time of construction shall be the essence of the contract. A further extension of time upto 6 months shall be permitted in case of sanction of an extra fifth floor on the roof of the fourth floor.



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

- 11.4 **Utilities :** The Second Party shall, at its own costs, install and erect in the new building, water pump (with standby provision), under ground water storage tank, overhead reservoir, elevator, temporary electric connection until permanent electric connection is obtained and water and sewage connection. The Second Party shall bear and pay all the costs for bringing permanent electric connection to the New Building. Back up power unit consisting of diesel generator (1 set) of suitable capacity, shall be provided,
- 11.5 **Building Materials :** The Second Party shall be authorized in the name of the First Party to apply for and obtain quotas, entitlements and other allocation for cement, steel, bricks and other building materials and inputs and facilities allocable to the First Party and required for the construction of the New Building but in no circumstances the First Party shall be responsible for their price/value, storage and quality. The quality of basic building materials shall be as agreed upon between all Parties and stated under 3<sup>rd</sup> Schedule (Specifications)
- 11.6 **Temporary Connections :** The Second Party shall be authorized in the name of the First Party to apply for and obtain temporary connection of water, electricity, drainage and sewerage.
- 11.7 **Modification :** Any amendment or modification to the Plans relating to Second Party's Allocation may be made or caused to be made by the Second Party within the permissible limits of the KMC Rules provided however no alteration or modification shall be made in the First Party's Allocation and/or common areas without the consent of the First Party in writing.
- 11.8 **No obstruction :** The First Party shall not do any act, deed or thing whereby the Second party is obstructed or prevented from construction and completion of the New Building.
12. **Dealings with Units in the New Buildings ;**





31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
26 NOV 2021

- 12.1 **First Party's Allocation :** The First Party shall be entitled to transfer or otherwise deal with the First Party's Allocation in any manner the First Party deems appropriate. However, any transfer of any part of the First Party's Allocation can be done post handing over of possession of First party's allocation by the second party after completion of the multistoried building.
- 12.2 **Second Party's Allocation :** Without prejudice to the provisions of Clause 5.5.2 (e), simultaneous to handing over the physical possession of the First Party's Allocation, the Second Party shall be exclusively entitled to the Second Party's Allocation with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the First Party and the First Party shall not in any way interfere with or disturb the quiet and peaceful possession of the Second Party's Allocation. It is however, understood that the dealings of the Second Party with regard to the Second Party's Allocation shall be entirely at the risk and responsibility of the Second Party and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities upon the First Party. Also the dealings of the Second Party with regard to the Second Party's allocation shall in no way cause any nuisance/hazard or disturb the peaceful day to day future living of the First Party in the new proposed building.
- 12.3 **Transfer of Second Party's Allocation :** In consideration of the Second Party constructing and handing over the First Party's Allocation to the First Party, the First Party shall sell and transfer the undivided proportionate share in the Land and the benefit of the concerned portion of the Plans in favour of the prospective Purchasers of the Second Party's Allocation (collectively Transferees), in such part or parts as shall be required by the Second Party and shall execute such number of deeds of conveyance, as necessary for the same by the dint of the power of attorney/s executed in favour of the second party by the first party simultaneous to the execution of this presents.



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021



**12.4 Cost of Transfer :** The costs of such conveyances including stamp duty and registration expenses and all other expenses incidental or related thereto shall be borne and paid by the Intending purchasers / transferees .

**13 Municipal Taxes and Outgoings :**

**13.1 Relating to Period Prior to Possession :** All rates, taxes and outgoings in respect of the premises viz KMC taxes , CESC etc or any outgoings of any nature ~~whatsoever~~ till the date of execution of the final Development Agreement and Power of Attorney with all the Owner/first party members shall be borne , paid and discharged by the First Party. It is made specifically clear that all outstanding dues upto the date of execution of such Agreements in the form of KMC General revaluations (GR) relating to the period before execution of the final development agreement and power of attorney with the first party shall remain the liability of the First Party and will be paid upfront by the first party without any scope of adjustment or reimbursement

**13.2 Relating to Period After Possession ;** As from the date of making over possession of the Premises to the Second Party , the Second Party shall be liable for rates and taxes as also other outgoings in respect of the premises, till such time the Completion Certificate is obtained OR possession of the First Party's Allocation is given to the First Party, whichever is earlier. From the date of making over possession of the First Party's Allocation to the First Party OR from the date of Obtaining the Completion Certificate from the Kolkata Municipal Corporation, whichever is earlier, the First Party shall become liable and responsible for rates and taxes and any other outgoings with regard to the First Party's Allocation and the Second Party and/or its Transferees shall become liable and responsible for rates and taxes and other outgoings with regard to the Second Party's Allocation. After the possession of First Party's Allocation to the First Party in the new proposed building OR from the date of obtaining the CC from the Kolkata Municipal Corporation, whichever is earlier, both the Second Party



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

and the First Party shall be liable to pay the outgoings including electric bills, KMC tax etc. for their respective allocation.

#### **14 Possession and Post Completion Maintenance :**

**14.1 Notice of Completion :** As soon as the New Building is completed (as certified by the Architect ) with completion certificate from The Kolkata Municipal Corporation and sewerage connection of KMC, Second Party shall give a written notice to the First Party requiring the First Party to take possession of the First Party's allocation and the First party shall take possession within 60 (sixty) days and from the date thereafter, it will be considered as deemed possession by the First Party .

**14.2 Possession Date and Rates :** On and from such date of taking physical possession or deemed possession (Possession Date) OR from the date of issue of the Completion Certificate , whichever is earlier, the First Party shall be exclusively responsible for payment of all rates, taxes and other outgoings and impositions whatsoever (collectively Rates) payable in respect of the First Party's Allocation only provided however when such rates are applicable to the whole of the Premises/New Building , proportionate share of the same shall be paid by the First Party. The Second Party shall be responsible for the balance of such rates as applicable whether directly or through the Transferees.

**14.3 Punctual Payment and Mutual Indemnity :** The First party and the Transferees shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and all Parties shall keep each other indemnified against all claims, actions, demands , costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequence upon a default by the other or others.



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021



- 14.4 Maintenance :** The Second Party shall form the building association after the proposed building is allocated to 1<sup>st</sup> party and the primary buyers of the second party (transferees) and fully occupied. , which shall be in charge of management of all the affairs of the New Building. The First Party shall become members of the Association and the Second Party shall no longer be responsible for maintenance of the New Building. However, the Second Party will be still liable for the proportionate share maintenance cost if it continues to hold its share of the property.
- 14.5 Maintenance Charge :** For a period of three months from the Possession Date or till such time the Association (consisting of the First Party and all Transferees) is formed, the Second Party shall manage and maintain the Common Portions of the New Building, upon the First Party and the Transferees paying and bearing, forthwith on demand, to the second party, the costs and service charge for such management and maintenance (Maintenance charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, Lift and DG set AMC, sanitation and scavenging charges and also occasional repair and replacement charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments, salary of security and other personnel, consumable charge for diesel oil for running DG set.
- 14.6** It is noted that any deficiency in construction/workmanship, as noticeable during the initial phase of occupation by the First Party and Transferees (at least 1 year) of the new proposed building, shall be attended to by the Second Party, at his own cost, after mutual discussion and decision on the nature of deficiency.
- 14.7 Failure to Pay Maintenance Charge :** Should the First Party or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates, within 15 (fifteen) days of demand in this behalf, the Defaulter shall be liable to pay interest on the amount outstanding @ 18% (eighteen percent) per annum from the due date of payment till the



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.

## 15 Common Restrictions :

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

**15.1.1 No Illegal Activity :** No Transferee/Occupant of the apartment / spaces in the New Building (Units) shall use or permit to be used their Units or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.

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

**15.1.3 No transfer without Compliance :** Neither the First Party nor the Transferees shall transfer or permit transfer of their respective Units or



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
26 NOV 2021



any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the Association to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned Unit.

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

**15.1.5 Interior Maintenance :** The First Party and the Transferee/occupant shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodation therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

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

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



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

manner in the free movement and use of the corridors and other places for common use and enjoyment in the new building.

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

**15.2 Rights of Entry :** For the purpose of enforcing the common restrictions and ancillary purpose and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the First Party and the Second Party shall permit each other, with or without workmen, at all reasonable times, to enter into and upon the First Party's allocation and the Second Party's Allocation and every part thereof.

**16 First Party's Obligation**

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

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

**16.3 Making out Marketable Title :** The First Party hereby covenants to make out a marketable title to the Premises to the satisfaction of the Second Party, by answering requisitions and supplying original title deeds of the scheduled premises within 72 hours notice for verification from different KMC offices and financial institutions.



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021



## 17 Second Party's Obligations :

- 17.1 Time of Completion : The Second Party hereby agree and covenants with the First Party to complete the construction of the New Building within 24 months for a G+IV configuration and 30 months for a G+V configuration from the date of obtaining sanction of Plans OR from the date of receipt of peaceful vacant possession of the Schedule below property by the Second party from the First party which ever is later . subject to force majeure as defined in Clause 21.1 below. Time of completion shall be the essence of the contract.
- 17.2 No Assignment : The Second Party shall not transfer and/or assign the obligations and benefits of this Agreement or any portion thereof, without the consent in writing of the First Party. It has been clearly agreed and understood between the Parties that Mr. Pranab Chatterjee always remain associated with the project and shall look after the due performance of the obligations of the Second Party under this Agreement.
- 17.3 Statutory Obligation : All persons employed by the Second Party for compliance of its obligations hereunder will be deemed to be employees of the Second Party who shall be solely responsible for their emoluments and other statutory obligations and the Second Party hereby agrees to keep the First Party indemnified in this regard.
- 17.4 No Violation of Law : The Second Party hereby agrees and covenants with the First Party not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.
- 17.5 No Obstruction in Dealing with First Party's Allocation : The Second Party covenants not to do any act, deed or thing whereby the



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
26 NOV 2021

First Party may be prevented from selling and/or disposing of any part or portion of the First Party's Allocation after delivery of possession of the first party's allocation to the first party by the second party post completion of the multistoried building .

17.6 Parting with Possession After Delivery of First Party's Allocation : The Second Party hereby agrees with the First Party to simultaneously part with possession of the Second Party's Allocation or any part or portion thereof together with possession of the First Party's Allocation , Provided However this will not prevent the Second Party from entering into any agreement for sale or to deal with the Second Party's Allocation in any manner . Be it be clearly mentioned that in case the First Party delays in taking possession of its allocation within a period of 60 days of notice from the Second Party , then in such an event the Second party shall not have any obligation to wait any further and may deal with his allocation as he may see fit thereby executing deed of conveyances in favour of the transferees/intending purchasers for the second party's allocation only .

17.7 Second Party's Liability Regarding Conveyance and Mutation : In case the Transferees of the Units of the Second Party's Allocation fail to have registered deed of conveyance in their name or have mutated their name in the records of KMC , in that case the first party will have no liability for those Units in respect of any kind of tax/taxes payable to KMC and other authorities.

## 18 First Party's Indemnity :

18.1 Title : Subject to whatever is mentioned in this Agreement , the First Party shall always be responsible for giving good and marketable title to the Second Party and the Transferees and the First



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021



Party hereby indemnifies and agree to keep indemnified the Second Party and the Transferees in this regard.

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

19 Second Party's Indemnity :

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

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

20 Miscellaneous :

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



31

DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE

26 NOV 2021

- 20.2 **Additional Authority :** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Second Party , various deeds, matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need authority of the First Party. Further , various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been made herein. The First Party hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Second Party for such purpose and the First Party also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Second Party Provided However that all such acts, deeds, matters and things do not in any way infringe on the rights of the First Party and /or go against the spirit of this Agreement.
- 20.3 **Further Acts :** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 20.4 **Taxation :** The First Party shall not be liable for any Income Tax, Wealth Tax , GST or any other taxes in respect of the Second Party's Allocation and the Second Party shall be liable to make payment of the same and keep the First Party indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof . Similarly , the Second Party shall not be liable for any Income Tax, Wealth Tax , GST or any other taxes in respect of the First Party's Allocation and the First Party shall be liable to make payment of the same and keep the Second party indemnified against all actions, suits, proceedings , costs, charges and expenses in respect thereof. The second



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
26 NOV 2021



party shall be responsible for coordinating with municipal and other authorities, the property tax liabilities of the first party in terms of its allocation in the new building and keep the first party informed when such taxation is determined, prior to possession.

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



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

## 21 Defaults :

Of Second Party : Subject to Force Majeure reasons, in the event the Second party fails and/or neglects to construct, complete and finish the New Building within a period of 24 months for a G+4 storied building AND 30 months for a G+ 5 storied building, from the date of obtaining sanction of the Plans OR from the date of receipt of peaceful vacant possession of the below Schedule property by the Second party from the First party which ever is later then in such case the second party shall pay to the First Party a sum of Rs. 100,000 per month for the next 12 months. In case after the above stated period of 12 months is over and the Second Party still fails and/or neglects to construct, complete and finish the New Building, the First Party may refer the matter to Arbitration as provided for in this Agreement, for redressal of the grievances of the First Party and the decision of the Arbitral Tribunal shall be binding on the Parties. If because of any wilful act on the part of the Second party the construction and completion of the New Building is delayed and/or suspended, then and in that event the Second Party shall be liable to pay damages to the First Party, which shall be determined by the Arbitral Tribunal. In the event of not fulfilling the commitment of completion of the project along with its requirements that have been agreed, the second party will be responsible to compensate the financial loss and/or damage and inconvenience caused to the First party as mentioned above that includes continuation of the alternative accommodation as well until actual possession.

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



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021



## 22 Force Majeure :

22.1 Meaning of: Force majeure shall mean an event or effect that cannot be reasonably anticipated or controlled . (Force Majeure - beyond the control of all the measures that the Second or First Party could take to mitigate such event)

22.2 No Liability : The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure. However, all the liabilities would be in action once the incidence of Force Majeure is over.

## 23 Amendment/Modifications :

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

## 24 Governing Laws :

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

## 25 Notice :

25.1 Mode Of Service : Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
26 NOV 2021

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

SRI SAMIK GUPTA

of 26, Biplabi Dinesh Majumder  
Sarani, Kolkata – 700045.

Police Station – New Alipore,  
Kolkata – 700 053.

First Party

MODULE DEVELOPERS

PRIVATE LIMITED.

Pre. No. 422, Lake Gardens,

Police Station – Lake,

Second Party :

26 Arbitration :

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

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



31

DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021



27 Jurisdiction :

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

28 Rules of Interpretation :

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

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

**1<sup>st</sup> Schedule**

**(Premises)**

ALL THAT piece or parcel of Undivided One-Sixth Share equivalent to 01 Cottah 41 Sq. Ft. more or less out of total measuring 6.34 Cottahs equivalent to 6 Cottahs 5 Chittacks and 20 Sq. Ft. be a little more or less with building admeasuring 3000 Sq. Ft. more or less as standing thereon situate lying at and being a portion of Port Commissioner Surplus Land lying between Diamond Harbour Road and Tolly's Nallah, being Plot No. 673 in Block- O of the Society's New Alipore Development Scheme No. XV, now known and numbered as Premises No. 26 , Biplabi Dinesh Majumder Sarani, by postal address known as Premises No. 23A/673, Diamond Harbour Road, Post Office and Police Station – New Alipore, Kolkata – 700 053 at present within The Kolkata Municipal Corporation , Ward No. 081 , in the District of South 24 Parganas and Sub-Registry office at Alipore. This said land is butted and bounded in the following manner:-

ON THE NORTH : By 30'-0" Wide Biplabi Dinesh Majumder Sarani  
 ON THE SOUTH : By Pre.No.654 Biplabi Dinesh Majumder Sarani  
 ON THE WEST : By Pre.No.674 Biplabi Dinesh Majumder Sarani  
 ON THE EAST : By Pre.No.672 Biplabi Dinesh Majumder Sarani



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

## 2<sup>nd</sup> Schedule

### (Common Portions)

#### I) Areas :

- a) Entrance and exits to the Premises and the New Building.
- b) Boundary walls and main gate of the Premises.
- c) Staircase, stair head room and lobbies on all the floor of the New Building.
- d) Vertical Shaft .(Elevators).
- e) Entrance lobby, electric/utility room, water pump room, generator room .
- f) Common installations on the roof.
- g) The Ultimate Roof above the top floor of the New Building.
- h) Common lavatory and utility
- i) Servant/driver rooms

#### II) Water , Plumbing and Drainage :

- a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use)
- b) Water supply system
- c) Water pump (with standby), underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any Unit/or exclusively for its use).
- d) Fire protection equipment like landing valves, hose reel (enclosed in a hose cabinet) in each stair landing, sprinkler system, fire alarm panel and smoke detectors, portable fire extinguishers (as required per building code)
- e) Security video door phone
- f) Separate fire pumps (as required per building code)-



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
26 NOV 2021



### III) Electric Installation :

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

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

### 3<sup>rd</sup> Schedule ( Specifications )

#### SPECIFICATION FOR THE PROPOSED CONSTRUCTION :-

1. BRICK WORK
2. External Wall : 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1<sup>st</sup> class kiln burnt brick.  
Partition Wall : 75 / 125 mm thick brickwork with sand cement mortar in proportion (1:4) by using 1<sup>st</sup> class kiln burnt bricks.
3. PLASTERING  
19 MM/ 12 MM 6 MM of plastering in standard proportion and respective areas, outer and inner surface of walls and ceiling.
4. CONCRETE WORKS :  
All concrete works in the project, plain or R.C.C. will be done in desired proportion of 1:3:6 , 1:2:4 and 1:1.5:3.



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

- Cement brands – ultratech / ACC / Ambuja
- the size range will be as per structure drawing and makes for rebars to be used in RCC structure and foundation will be as per ISI mark .
- Other measures for corrosion protection/coating, termite protection etc for underground concrete will be used.

## 5. GRILLES

Mild steel flats / square bars will be used.

## 6. DRAINAGE :

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

## 7. ROOF TREATMENT :

10 mm thick mosaic roof tiles of good quality will be laid on roof. Workmanship/ materials of jointing and laying of tiles shall be of top quality to prevent roof seepage. Special attention shall be given for the joints between parapet and roof slab/tiles.

## 8. WATER SUPPLY

Water will be made available from KMC supply .

## 9. PAINTING & FINISHING

Outside face of external walls -High quality Synthetic base/Surface Texture

Alternatively, the option of tile (whole or part) shall be considered for external facade to be decided during approval of architectural details. -

Internal face of the walls - Good quality plaster of paris.

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

The option of anodized aluminium windows & doors with glass glazing shall be kept open to be decided during approval of architectural details.



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021



#### 10. FLOOR OF ROOMS

Vitrified Tiles of Kajaria / Johnson make flooring in all rooms, verandah, toilet(Tiles), kitchen (Tiles) etc. For toilet and kitchen flooring, anti-skid tiles shall be used.

#### 11. TOILET WALLS

Upto 6'9" finished with glazed tiles.

#### 12. WINDOWS

Anodized aluminium windows with integrated grills.

#### 13. DOOR

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

#### 14. SANITARY FITTINGS IN TOILETS

The following will be provided :

Tap with mixing arrangements in toilets of Jaguar make

Ivory wash basin (20") (Hindustan/Neycer)

Ivory commode, standard size, of reputed brand/(Hindustan/Neycer), porcelain

Cistern with matching Ivory colour.

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

mirror, exhaust fan integrated in aluminium framed window.

#### 15. KITCHEN

Kitchen platform will be of black granite and ceramic tiles of Johnson make over the kitchen platform and large stainless steel sink will be provided.

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

Kitchen exhaust fan shall be provided.



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
26 NOV 2021

## 16. ELECTRICAL POINTS AND FITTINGS

Concealed P.V.C. conduits with, flame retardant, low smoke grade, insulated copper wire of desired cores of Anchor/Finox/ havells or equivalent reputed make, CRCA MS main distribution board suitable for flush mounting, MCB/RCCBs of reputed make, with earthing, modular electric board in each room with light switches, fan regulator/ON OFF and power outlet. Multiple power outlets shall be provided at floor level for each room/space.

Separate meter for common use will be provided

1 (one) elevator of "Otis/L.T" make having capacity of 4 (four) passengers will be provided.

1 (one) diesel generator set of suitable capacity to cater to back up power with auto change over, of Sudheer/Kirloskar or similar/equivalent reputed make will be provided. The DG set will come with complete sound proof enclosure, exhaust pipe routed to safe location outside building.

Provision of telephone connections will be provided .

connection, starter for A.C. in each Room, as well as living room with separate cabling. Wall opening with PVC sleeve at suitable place in each room for refrigerant pipes, condensate pipe and electrical wires for connection with split AC indoor and outdoor units.




31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
26 NOV 2021



## 29 EXECUTION AND DELIVERY :

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



First Party :

SRI SAMIK GUPTA

of 26, Biplabi Dinesh Majumder

Sarani, Kolkata - 700045.

Police Station - New Alipore,

Kolkata - 700 053



MODULE DEVELOPERS PVT. LTD  
Director

Second Party :

MODULE DEVELOPERS

PRIVATE LIMITED.

Pre. No. 422, Lake Gardens,


Police Station - Lake,

Witnesses :

1. Samir Roy  
18, Moore Avenue,  
Kolkata - 700040

2. Pareshal Sarker  
81/F I.T. Lane Cal-33

DRAFTED BY :

SUBIR KUMAR DUTTA

Advocate

Alipore Civil & Criminal Court, Kolkata - 700 027.



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 NOV 2021

Thumb   Fore   Middle   Ring   Little



Left Hand  
Finger Prints



Right Hand  
Finger Prints



Name: SAMIK GUPTA

Signature

Thumb   Fore   Middle   Ring   Little



Left Hand  
Finger Prints



Right Hand  
Finger Prints



Name:

Signature



31  
DISTRICT SUB REGISTRAR-V  
SOUTH 24 PGS., ALIPORE  
25 MAY 2021



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
GRIPS eChallan

GRN Details

GRN: 192021220119812291  
GRN Date: 24/11/2021 15:27:50  
BRN : 70510677  
Payment Status: Successful  
Payment Mode: Online Payment  
Bank/Gateway: ICICI Bank  
BRN Date: 24/11/2021 15:11:46  
Payment Ref. No: 2002393040/1/2021  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: MODULE DEVELOPERS PVT LTD  
Address: 422 LAKE GARDENS KOLKATA-700045  
Mobile: 9830086196  
Depositor Status: Others  
Query No: 2002393040  
Applicant's Name: Mr Subir Kumar Dutta  
Identification No: 2002393040/1/2021  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002393040/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	10020
2	2002393040/1/2021	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				10041

IN WORDS: TEN THOUSAND FORTY ONE ONLY.





Government of India



समिक गुप्ता

Samik Gupta

जन्म तिथि / DOB : 06/01/1966

पुरुष / Male



2888 5152 2403

मेरा आधार, मेरी पहचान

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER

ACSPG1163G



नाम /NAME

SAMIK GUPTA

पिता का नाम /FATHER'S NAME

SUDHA RANJAN GUPTA

जन्म तिथि /DATE OF BIRTH

06-01-1966

हस्ताक्षर /SIGNATURE

(PRADYOT K. MISRA)

आयकर आयुक्त (कंप्यूटर सेन्टर)

Commissioner of Income-tax(Computer Operations)



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

MODULE DEVELOPERS PRIVATE  
LIMITED



2004/2010  
Financial Year Number



ভারত সরকার  
Government of India



প্রনব চট্টোপাধ্যায়  
Pronab Chatterjee  
পিতা : পরেশনাথ চট্টোপাধ্যায়  
Father : Pareshnath Chatteropadhyay  
জন্মতারিখ / DOB : 23/10/1964  
পুরুষ / Male



9213 6530 2958

আধার - সাধারণ মানুষের অধিকার



ভারতীয় পরিচয়নথার অধিদপ্তর  
Unique Identification Authority of India

ঠিকানা:  
14/147, গল্ফ ক্লাব রোড,  
টলিগঞ্জ, কোলকাতা-৭০০০৩৩  
পশ্চিম বঙ্গ, ৭০০০৩৩

Address:  
14/147, GOLF CLUB ROAD,  
Tollygunge, Kolkata, Tollygunge,  
West Bengal, 700033

9213 6530 2958



1947  
1200 200 1947



help@uidai.gov.in



www.uidai.gov.in



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*

*K. Das*

आयकर अधिकारी, प.ब.-XI

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



# ELECTION COMMISSION OF INDIA

ভাৰতীয় নিৰ্বাচন কমিছন

IDENTITY CARD

WB/22/156/231040

পৰিচয় কার্ড



Elector's Name

Dutta Subir

নিৰ্বাচকৰ নাম

সুবিৰ দুতা

Father/Mother/  
Husband's Name

Bhawanath

পিতৃ/মাতৃ/স্বামীৰ নাম

বিশ্বনাথ

Sex

M

লিংগ

পুৰুষ

Age as on 1.1.1995

33

১.১.১৯৯৫-এ বয়স

৩৩

Address

29 Mahendra Sarkar Street, Calcutta.

বাসিন্দা

২৯ মহেন্দ্র সর্কার স্ট্রীট, কলিকতা ।



Facsimile Signature  
Electoral Registration Officer

নিৰ্বাচন নিয়ন্ত্ৰকৰ স্বাক্ষৰ

For 156-BEALDAH

Assembly Constituency

১৫৬-বিহাৰ

বিধানসভা নিয়ন্ত্ৰকৰ

Place

Calcutta

স্থান

কলিকতা

Date

08.06.95

তারিখ

০৮.০৬.৯৫

# Major Information of the Deed

Year	I-1630-05191/2021	Date of Registration	28/11/2021
Rate	1630-2002393040/2021	Office where deed is registered	
Ant Name, Address er Details	19/11/2021 7:58:20 PM	1630-2002393040/2021	
nsaction	Subir Kumar Dutta Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No : 9830034264, Status :Advocate		
[110] Sale, Development Agreement or Construction Agreement	Additional Transaction [4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 10,00,000/-	Rs. 62,35,250/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,070/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

## Land Details :

District: South 24-Parganas, P.S:- New Alipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Biplabi  
Dinesh Mazumdar Sarani, , Premises No: 26, , Ward No: 081 Pin Code : 700053

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu		1 Katha 41 Sq Ft	9,50,000/-	58,97,750/-	Width of Approach Road: 30 Ft.,
Grand Total :					1.744Dec	9,50,000 /-	58,97,750 /-	




## Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	50,000/-	3,37,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 250 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 250 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		500 sq ft	50,000 /-	3,37,500 /-	



# Details :

Address, Photo, Finger print and Signature










Name	Photo	Finger Print	Signature
<b>SAMIK GUPTA</b> Son of Late SUDHA RANJAN GUPTA Executed by: Self, Date of Execution: 26/11/2021 , Admitted by: Self, Date of Admission: 26/11/2021 ,Place : Office	 26/11/2021	 LTI 26/11/2021	 26/11/2021

23A/673, DIAMOND HARBOUR ROAD, KOLKATA, City:- Not Specified, P.O:- NEW ALIPORE, P.S:-  
 New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Sex: Male, By Caste:  
 Hindu, Occupation: Service, Citizen of: India, PAN No.: ACxxxxxx3G, Aadhaar No:  
 28xxxxxxxx2403, Status :Individual, Executed by: Self, Date of Execution: 26/11/2021  
 , Admitted by: Self, Date of Admission: 26/11/2021 ,Place : Office

## Developer Details :

Sl. No	Name, Address, Photo, Finger print and Signature
1	<b>MODULE DEVELOPERS PRIVATE LIMITED</b> 422, LAKE GARDENS, KOLKATA, City:- Not Specified, P.O:- LAKE, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045 , PAN No.: AAxxxxxx6P, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

## Representative Details :

Sl. No	Name, Address, Photo, Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr PRANAB CHATTERJEE</b>            (Presentant )            Son of Dr PARESH NATH            CHATTERJEE            Date of Execution -            26/11/2021, , Admitted by:            Self, Date of Admission:            26/11/2021, Place of            Admission of Execution: Office         </td> <td>              Nov 26 2021 1:14PM         </td> <td>              LTI            26/11/2021         </td> <td>              26/11/2021         </td> </tr> </tbody> </table> <p>P-240, LAKE ROAD, KOLKATA, City:- Not Specified, 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.: ACxxxxxx6K, Aadhaar No: 92xxxxxxxx2958 Status :            Representative, Representative of : MODULE DEVELOPERS PRIVATE LIMITED (as DIRECTOR)</p>	Name	Photo	Finger Print	Signature	<b>Mr PRANAB CHATTERJEE</b> (Presentant ) Son of Dr PARESH NATH CHATTERJEE Date of Execution - 26/11/2021, , Admitted by: Self, Date of Admission: 26/11/2021, Place of Admission of Execution: Office	 Nov 26 2021 1:14PM	 LTI 26/11/2021	 26/11/2021
Name	Photo	Finger Print	Signature						
<b>Mr PRANAB CHATTERJEE</b> (Presentant ) Son of Dr PARESH NATH CHATTERJEE Date of Execution - 26/11/2021, , Admitted by: Self, Date of Admission: 26/11/2021, Place of Admission of Execution: Office	 Nov 26 2021 1:14PM	 LTI 26/11/2021	 26/11/2021						



ails :

**KUMAR DUTTA**  
**SISWANATH DUTTA**  
 POLICE COURT, KOLKATA,  
 specified, P.O:- ALIPORE,  
 re. District:-South 24-Parganas,  
 ngal, India, PIN:- 700027

Photo



Finger Print



Signature

*Subodh Kumar Dutta*

26/11/2021

26/11/2021

26/11/2021

ifier Of Mr SAMIK GUPTA, Mr PRANAB CHATTERJEE

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr SAMIK GUPTA	MODULE DEVELOPERS PRIVATE LIMITED-1.74396 Dec

**Transfer of property for S1-**

Sl.No	From	To. with area (Name-Area)
1	Mr SAMIK GUPTA	MODULE DEVELOPERS PRIVATE LIMITED-500.00000000 Sq Ft

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

Under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48  
an Stamp Act 1899.

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

Registered for registration at 13:02 hrs on 26-11-2021, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr  
PRANAB CHATTERJEE ..

**Certificate of Market Value (WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs  
2,35,250/-

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

Execution is admitted on 26/11/2021 by Mr SAMIK GUPTA, Son of Late SUDHA RANJAN GUPTA, 23A/673,  
DIAMOND HARBOUR ROAD, KOLKATA, P.O: NEW ALIPORE, Thana: New Allpore, , South 24-Parganas, WEST  
BENGAL, India, PIN - 700053, by caste Hindu, by Profession Service

Identified by Mr SUBIR KUMAR DUTTA, , Son of Late BISWANATH DUTTA, ALIPORE POLICE COURT, KOLKATA,  
P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by  
profession Advocate

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

Execution is admitted on 26-11-2021 by Mr PRANAB CHATTERJEE, DIRECTOR, MODULE DEVELOPERS  
PRIVATE LIMITED (Private Limited Company), 422, LAKE GARDENS, KOLKATA, City:- Not Specified, P.O:- LAKE,  
P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700045

Identified by Mr SUBIR KUMAR DUTTA, , Son of Late BISWANATH DUTTA, ALIPORE POLICE COURT, KOLKATA,  
P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by  
profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53/- ( E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/- )  
and Registration Fees paid by Cash Rs 32/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 24/11/2021 3:31PM with Govt. Ref. No: 192021220119812291 on 24-11-2021, Amount Rs: 21/-, Bank:  
ICICI Bank ( ICIC0000006), Ref. No. 70510677 on 24-11-2021, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 50/-, by  
online = Rs 10,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 1560, Amount: Rs.50/-, Date of Purchase: 22/11/2021, Vendor name: L K Das  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 24/11/2021 3:31PM with Govt. Ref. No: 192021220119812291 on 24-11-2021, Amount Rs: 10,020/-, Bank:  
ICICI Bank ( ICIC0000006), Ref. No. 70510677 on 24-11-2021, Head of Account 0030-02-103-003-02



Rita Lepcha  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2021, Page from 201330 to 201378  
being No 163005191 for the year 2021.



Digitally signed by RITA LEPCHA DAS  
Date: 2021.12.23 15:44:20 -08:00  
Reason: Digital Signing of Deed.

(Rita Lepcha) 2021/12/23 03:44:20 PM  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS  
West Bengal.

(This document is digitally signed.)