19655/2023

I-17207/23

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

AR 002298

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

2/29605 65/23

ADDL. REGISTRAR OF ASSURANCES-II, KOLKATA

09 DEC 2023

Certified that the Document is admitted to registration. The signature sheet and the endorsement sheet attached with this document are the part of this document.

Additional Registrar of Assurances-II, Kolkata

Vol Cass No. 3995 5/12/23

2107

2101

Total

Scanned on

AGREEMENT

THIS AGREEMENT is made on this the 06th day of December, of the year Two Thousand and Twenty-Three (2023) A.D.

BETWEEN

M/S QUALITY CONSTRUCTION (PAN [MASKED] a partnership firm, having its office at 19A/28, Seal Lane, Post Office - Seal Lane, Police Station - Tangra, Kolkata - 700 015, consisting of partners namely **(a) SMT. ANUVA SAHA** (PAN [MASKED] AADHAAR NO. [MASKED] [MASKED] [MASKED] wife of Krishna Kanta Saha, by faith - Hindu, by occupation - Business, by nationality - Indian,

Sl. No. 24300 Sold to M/S QUALITY CONSTRUCTION

Address 17A/28, Seal lane, P.S. Tangra, Kolkata-700015

A. K. Maity
Licensed Stamp Vendor
10, Old Post Office Street
Kolkata - 700001
Rs. 100/- (Rupees One Hundred) only
Issue Date....., Sign.....

29 NOV 2023

Anwa Saha

MASKED

Anwa Saha

SUPREME REGISTRAR
CIVIL COURTS

DEC 2023

Identified by
Arnimesh Samanta
Advocate
High Court, Calcutta
WB-362/2007

Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19022002960565/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category		Finger Print 12081	Signature with date
1	Shri SOURAV SEAL 8,Umesh Dutta Lane, City:- Kolkata, P.O:- Beadon Street, P.S:- Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006	Land Lord		MASKED	Sourav Seal 06/12/2023

Sl No.	Name of the Executant	Category	Photo	Finger Print 12079	Signature with date
2	Smt ANUVA SAHA 13A, MADANMOHANANTALA STREET, City:- Kolkata, P.O:- SEAL LANE, P.S:- Shyampukur, District:- Kolkata, West Bengal, India, PIN:- 700005	Representative of Developer [QUALITY CONSTRUCTION] ,[QUALITY CONSTRUCTION]		MASKED	Anuva Saha 6/12/2023

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print 12082.	Signature with date
1	Shri ANIMESH SAMANTA Son of Shri AKUMAR SAMANTA 12/1, OLD POST OFFICE STREET, City:- Kolkata, P.O:- Hare Street, P.S:- Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001	Shri SOURAV SEAL, Smt ANUVA SAHA,		MASKED	Animesh Samanta 06/12/2023

Query No:-19022002960565/2023, 06/12/2023 05:26:00 PM KOLKATA (A.R.A. - II)

(Satyajit Biswas)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
II KOLKATA
Kolkata, West Bengal

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

GRN Details

GRN:	192023240307023528	Payment Mode:	SBI Epay
GRN Date:	05/12/2023 11:32:28	Bank/Gateway:	SBIePay Payment Gateway
BRN :	6692579365027	BRN Date:	05/12/2023 11:41:37
Gateway Ref ID:	160786066	Method:	Bank of India NB
GRIPS Payment ID:	051220232030702351	Payment Init. Date:	05/12/2023 11:32:28
Payment Status:	Successful	Payment Ref. No:	2002960565/3/2023 [Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr SUDIPTA ROY
Address:	19A/28, SEAL LANE
Mobile:	8820668793
EMail:	ADVERTISING.QUALITY@GMAIL.COM
Period From (dd/mm/yyyy):	05/12/2023
Period To (dd/mm/yyyy):	05/12/2023
Payment Ref ID:	2002960565/3/2023
Dept Ref ID/DRN:	2002960565/3/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002960565/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2002960565/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	10021
			Total	84942

IN WORDS: EIGHTY FOUR THOUSAND NINE HUNDRED FORTY TWO ONLY.

residing at 13A, Madanmohantala Street, Post Office – Hatkhola, Police Station – Shyampukur, Kolkata – 700005, **(b) SRI SUDIPTA ROY** (PAN [MASKED], AADHAR No. [MASKED] [MASKED] 8253), son of Late Monoranjan Roy, by faith Hindu, by occupation Business, by nationality - Indian, residing at 19A/28, Seal Lane, Post Office – Seal Lane, Police Station – Tangra, Kolkata – 700 015, and **(c) QUALITY ADVERTISING PRIVATE LIMITED** (PAN [MASKED] CIN U74300WB2006PTC108278) a company incorporated under the provisions of Companies Act, 1956, having its registered office at19A/28, Seal Lane, Post Office – Seal Lane, Police Station – Tangra, Kolkata – 700015, the partnership firm herein represented through one of its partners and authorized signatory namely **SMT. ANUVA SAHA** (PAN. [MASKED], AADHAAR NO. [MASKED] [MASKED] [MASKED] wife of Krishna Kanta Saha, by faith – Hindu, by occupation – Business, by nationality – Indian, residing at 13A, Madanmohantala Street, Post Office – Hatkhola, Police Station – Shyampukur, Kolkata – 700005, the partnership firm hereinafter called and referred to as the **"OWNER No. 1/DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor-in-office, executors, administrators, authorized representatives and assigns) of the **ONE PART**.

AND

SRI SOURAV SEAL (PAN [MASKED] AADHAAR No. [MASKED] son of Late Rupendra Narayan Seal, by Nationality - Indian, by Faith - Hindu and by Occupation - Landholder, residing at 8, Umesh Dutta Lane, Police Station - Burtolla, Post Office - Beadon Street, Kolkata- 700 006, hereinafter called and referred to as the **"OWNER No. 2"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

WHEREAS by the execution of an Indenture dated 05th August, 1939 and registered at the office of the Registrar of Assurances, Calcutta, and recorded

in Book No. I, Volume No. 124 Pages from 70 to 72, Being No. 3802 for the year 1939, the Trustees for the Improvement of Calcutta granted, conveyed and transferred the Plot No. 61 (portion), admeasuring 08 (Eight) Cottah, 04 (Four) Chittaks and 24 (Twenty-four) Square Feet, of the surplus land in Improvement Scheme No. VII.H formed out of portion of old Municipal Premises Nos. 69, 69/1, 69/8, 69/9, 70 & 71, Beadon Street, Calcutta, particularly described in the schedule thereunder written unto one Charu Panna Seal, absolutely;

AND WHEREAS the said Plot No. 61 (portion) was subsequently numbered as premises No. 1, Jatindra Mohan Avenue, Kolkata - 700 006.

AND WHEREAS the said Charu Panna Seal, who was during his lifetime and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law died on or about 15th January, 1967 after publishing his last Will and Testament dated 23rd April, 1964, whereby he appointed his two sons Shib Sankar Seal and Ram Gopal Seal to be executors and in the said Will the said Chrau Panna Seal divided the said Premises No. 1, Jatindra Mohan Avenue, Kolkata into four lots as 'A', 'B', 'C' & 'D' which he bequeathed in favour of his four sons namely Shib Sankar Seal, Ram Gopal Seal, Rupendra Narayan Seal and Mohan Lal Seal respectively, and an Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' shall remain common use between his four sons;

AND WHEREAS the said Shib Sankar Seal and Ram Gopal Seal applied for grant of Probate of the said Will and Testament dated 23rd April, 1964, before the Hon'ble High Court at Calcutta in P.L.A. Case No. 21 of 1970 and the probate was granted on 02nd July, 1971 and issued on 17th July, 1972 to the executors;

AND WHEREAS by a Deed of Assent dated 15th December, 1973 and registered at the office of the Registrar of Assurances, Calcutta, and recorded in Book IV, Volume No. 101, Pages 102 to 103 Being No. 6529 for the year 1973, the executors Shib Sankar Seal and Ram Gopal Seal in terms of the Will dated 23rd April, 1964 transferred the rights, titles and interests of the properties left by the said Charu Panna Seal unto his four sons namely Shib Sankar Seal, Ram Gopal Seal, Rupendra Narayan Seal and Mohan Lal Seal absolutely;

AND WHEREAS thus the said Shib Sankar Seal, Ram Gopal Seal, Rupendra Narayan Seal and Mohan Lal Seal became the absolute owners of Premises No. 1, Jatindra Mohan Avenue, Kolkata, as per the respective Lots 'A', 'B', 'C' and 'D' described in the said Will and Testament dated 23rd April, 1964, and also became the absolute owners of the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' having therein respective undivided 1/4th equal shares.

AND WHEREAS the said Shib Sankar Seal who was during his lifetime and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law and Hindu Succession Act, 1956 died intestate on or about 09th March, 2011, leaving him surviving his two sons Suvrangshu Kumar Seal and Chandra Sekhar Seal, only daughter Sangeeta Datta, one daughter-in-law Sunita Seal, one grandson Abhilash Seal and one granddaughter Sreesti Seal (being wife, son and daughter of his predeceased son Arunangshu Kumar Seal) and inter alia the entire Lot 'A' of Premises No. 1, Jatindra Mohan Avenue, Kolkata and undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata devolved as per the laws of succession amongst Dayabhaga Hindus unto the said heirs of Shib Sankar Seal each having their respective undivided shares in the property so devolved. The wife of said Shib Sankar Seal namely Renuka Seal predeceased to him;

AND WHEREAS the said Ram Gopal Seal who was during his lifetime and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law and Hindu Succession Act, 1956 died on or about 13th December, 2011, after publishing his last Will and Testament dated 22nd September, 2003 which is registered at the office of the Additional Registrar of Assurances-III, Kolkata, and recorded in Book No. III, Volume No. 16, Pages 181 to 186, Being No. 996 for the year 2006, whereby he appointed his son Chandan Seal as the executor of the said Will and bequeathed with a condition that after demise of his wife Sandhya Seal the entire the Lot 'B' and the undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A',

'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata will vest upon his son Chandan Seal;

AND WHEREAS the said Sandhya Seal died on 03rd July, 2012, whereafter, the said Chandan Seal being the executor of the last aforesaid Will and Testament 22nd September, 2003 of Ram Gopal Seal, applied for probate before the City Civil Court at Calcutta being Probate Case No. 34 of 2014 and the said probate was granted on 10th February, 2016 and issued on 17th March, 2016.

AND WHEREAS thus the said Chandan Seal become the absolute owner of the entire Lot 'B' and the undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata.

AND WHEREAS the said Rupendra Narayan Seal who was during his lifetime and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law and Hindu Succession Act, 1956 died intestate on or about 13th September, 2012 leaving him surviving his wife Nilima Seal and only son Sourav Seal and only daughter Sarmistha Karmakar and inter alia the entire Lot 'C' and the undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata, devolved upon the said heirs of Rupendra Narayan Seal as per the Law of Succession upon Dayabhaga Hindus, each of them inheriting in equal undivided shares;

AND WHEREAS the said Mohan Lal Seal who was during his lifetime and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law and Hindu Succession Act, 1956 died intestate on or about 21st August, 2003 leaving him surviving his wife Mallicka Seal and two daughters Ranita Seal and Kuyeli Mondal and inter alia the entire Lot 'D' and the undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata, devolved upon the said heirs of Mohan Lal Seal as per the Law of Succession upon Dayabhaga Hindus, each of them inheriting in equal undivided shares;

'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata will vest upon his son Chandan Seal;

AND WHEREAS the said Sandhya Seal died on 03rd July, 2012, whereafter, the said Chandan Seal being the executor of the last aforesaid Will and Testament 22nd September, 2003 of Ram Gopal Seal, applied for probate before the City Civil Court at Calcutta being Probate Case No. 34 of 2014 and the said probate was granted on 10th February, 2016 and issued on 17th March, 2016.

AND WHEREAS thus the said Chandan Seal become the absolute owner of the entire Lot 'B' and the undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata.

AND WHEREAS the said Rupendra Narayan Seal who was during his lifetime and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law and Hindu Succession Act, 1956 died intestate on or about 13th September, 2012 leaving him surviving his wife Nilima Seal and only son Sourav Seal and only daughter Sarmistha Karmakar and inter alia the entire Lot 'C' and the undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata, devolved upon the said heirs of Rupendra Narayan Seal as per the Law of Succession upon Dayabhaga Hindus, each of them inheriting in equal undivided shares;

AND WHEREAS the said Mohan Lal Seal who was during his lifetime and at the time of his death a Hindu governed by the Dayabhaga School of Hindu Law and Hindu Succession Act, 1956 died intestate on or about 21st August, 2003 leaving him surviving his wife Mallicka Seal and two daughters Ranita Seal and Kuyeli Mondal and inter alia the entire Lot 'D' and the undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata, devolved upon the said heirs of Mohan Lal Seal as per the Law of Succession upon Dayabhaga Hindus, each of them inheriting in equal undivided shares;

AND WHEREAS the said Mallicka Seal died intestate on 20th April, 2023 survived by the said two daughters namely Ranita Seal and Kuyeli Mondal, who therefore, jointly inherited her undivided and undemarcated 1/3rd share in said Lot "D" property along with the undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata.

AND WHEREAS thus the said Smt. Ranita Seal and Smt. Kuyeli Mondal named above became absolutely entitled to their respective undivided shares in the entire Lot 'D' of Premises No. 1, Jatindra Mohan Avenue, Kolkata along with undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata AND the said Chandan Seal became absolutely entitled to the entire Lot 'B' and the undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata AND the said Smt. Nilima Seal, Sourav Seal (the Owner No. 3 named herein), and Smt. Sarmistha Karmakar became absolutely entitled to their respective equal undivided shares in the entire Lot 'C' of Premises No. 1, Jatindra Mohan Avenue, Kolkata and undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata, AND the said Suvrangshu Kumar Seal, Smt. Sunita Seal, Abhilash Seal, Smt. Sreesti Seal, Chandra Sekhar Seal and Smt. Sangeeta Datta, became absolutely entitled to their respective undivided shares in the entire Lot 'A' of Premises No. 1, Jatindra Mohan Avenue, Kolkata and undivided one equal fourth part or share in the Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata. The entire premises consisting of Lots 'A', 'B', 'C' and 'D' and the said Open Space/passage is morefully and particularly described in the **First Schedule** of this Agreement.

AND WHEREAS on execution of a Deed of Partition dated 09th October, 2023, which is registered at the office of the Additional Registrar of assurances – III, Kolkata and recorded in Book No. I, Volume No. 1903-2023, Pages from 380228

to 280258, being No. 190307284 for the year 2023 the said Smt. Ranita Seal, Smt. Kuyeli Mondal, Chandan Seal, Smt. Nilima Seal, Sourav Seal (the Owner No. 2 named herein), Smt. Sarmistha Karmakar, Suvrangshu Kumar Seal, Smt. Sunita Seal, Abhilash Seal, Smt. Sreesti Seal, Chandra Sekhar Seal, Smt. Sangeeta Datta, all being the joint owners having respective undivided share in the said Open Space/passage measuring 10' X 70' in between the Lots 'A', 'C', 'D' and Lot 'B' at Premises No. 1, Jatindra Mohan Avenue, Kolkata, partitioned the same in four Lots being 'E', 'F', 'G' and 'H' respectively each admeasuring 169 square feet in actual and 175 sqaure feet as per the original records whereby and wherein, said Suvrangshu Kumar Seal, Smt. Sunita Seal, Abhilash Seal, Smt. Sreesti Seal, Chandra Sekhar Seal and Smt. Sangeeta Dutta jointly got entitled to the Lot 'E' described in the Second Schedule of the said Deed of Partition AND the said Smt. Nilima Seal, Sourav Seal and Smt. Sarmistha Karmakar jointly got entitled to the Lot 'F' described in the Third Schedule of the said Deed of Partition AND the said Smt. Ranita Seal and Smt. Kuyeli Mondal jointly got entitled to the Lot 'G' described in the Fourth Schedule of the said Deed of Partition AND the said Chandan Seal got entitled to the Lot 'H' described in the Fifth Schedule of the said Deed of Partition.

AND WHEREAS on execution of a Deed of Conveyance dated 16th October, 2023, which is registered at the office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2023, Pages from 534450 to 534490, being No. 15682 for the year 2023, the said Smt. Ranita Seal, Smt. Kuyeli Mondal sold, conveyed and transferred their allotted Lot 'D' and Lot 'G' AND the said Smt. Nilima Seal, Sourav Seal (the Owner No. 2 named herein) and Smt. Sarmistha Karmakar sold, conveyed and transferred their allotted Lot 'F' AND the said Suvrangshu Kumar Seal, Smt. Sunita Seal, Abhilash Seal, Smt. Sreesti Seal, Chandra Sekhar Seal and Smt. Sangeeta Dutta sold, conveyed and transferred their allotted Lot 'A' and Lot 'E', all at premises No. 1, Jatindra Mohan Avenue, Kolkata, unto and in favour of M/s Quality Construction (the Owner No. 1/Developer named herein) for valuable consideration as mentioned in the said Deed of Conveyance.

AND WHEREAS subsequently on execution of a Deed of Gift dated 16th October, 2023, which is registered at the office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 1902-2023, Pages from 534491 to 534515, being No.15683 for the year 2023, the said Smt. Nilima Seal and Smt. Sarmistha Karmakar jointly gifted their respective 1/3rd share in the said Lot 'C' at premises No. 1, Jatindra Mohan Avenue, Kolkata unto and in favour of the said Sourav Seal (the Owner No. 2 named herein).

AND WHEREAS thus at present the said M/s Quality Construction (the Owner No. 1/Developer named herein) is the absolute owner in respect of the Lots 'A' admeasuring 01 (One) Cottah, 14 (Fourteen) Chittaks 36 (Thirty-Six) Square Feet with a 01 (one) storied structure standing thereon comprising of 08 (Eight) tenanted shop room, 01 (One) tenanted residential room, Lobbies and Two staircase with landings, and in respect of Lot 'D' admeasuring 01 (One) Cottah, 04 (Four) Chittaks 42 (Forty-Two) Square Feet with a 01 (one) storied structure standing thereon comprising of 01 (One) tenanted shop room, 02 (Two) tenanted residential rooms and one staircase with landings, and in respect of Lot 'E', 'F' and 'G' each admeasuring 169 square feet in actual and 175 square feet as per the original records, all at premises No. 1, Jatindra Mohan Avenue, Kolkata which is more fully and particularly described in the **Second Schedule** of this Agreement AND the said Sourav Seal (the Owner No. 2 named herein) is the absolute owner in respect of Lot 'C' admeasuring 01 (One) Cottah 07 (Seven) Chittaks 33 (Thirty Three) Square Feet with a 01 (one) storied structure standing thereon comprising of 02 (Two) tenanted shop room, 01 (One) tenanted residential flat having 02 (Two) Bedrooms, 02 (Two) Rooms, 01 (One) Kitchen, 01 (One) Toilet, and Lobbies, at premises No. 1, Jatindra Mohan Avenue, Kolkata which is more fully and particularly described in the **Third Schedule** of this Agreement.

AND WHEREAS on noticing certain factual errors in the aforesaid Deed of Conveyance dated 16th October, 2023, the said M/s Quality Construction (the Owner No. 1/Developer named herein) executed a Deed of Declaration dated 06th December, 2023, thereby rectifying the factual errors and the said Deed of

Anno Sarkar

Declaration has been duly registered at the office of the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. .I.., Volume No. 1902-2023 being No. 190217206 for the year 2023.

AND WHEREAS the Owner No. 1/Developer herein is desirous develop at its costs and expenses the aforesaid Lots 'A', 'D', 'E', 'F and 'G' properties. by construction of multistoried buildings there upon.

AND WHEREAS the Owner No. 2 is also desirous to develop the said Lot 'C property by construction of multistoried buildings there upon.

AND WHEREAS, the Owner No. 2 has proposed to the Owner No. 1/Developer to take the work of development of his Lot 'C' property along with the properties of the Owner No. 1/Developer being the said 'A', 'D', 'E', 'F and 'G' properties upon uniting the properties by way of a Deed of Amalgamation or as Law would permit such unition of the properties, and to construct thereupon a multistoried building as would be sanctioned in Plan approved by the concerned authority, wholly at the costs and expenses of the Owner No. 1/Developer.

AND WHEREAS the Owner No. 1/Developer having considered the proposal of the Owner No. 2 for joint development of the aforesaid Lots 'A', 'D', 'E', 'F and 'G' properties and along with the said Lot 'C property have agreed to such proposal and in consensus thereof, the parties hereto agree to the terms and conditions as provided hereinafter in this Agreement.

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

1. That the Owner No. 1/Developer shall develop the said Lot 'C property more fully and particularly described in the Third Schedule of this Agreement along with the aforesaid Lots 'A', 'D', 'E', 'F and 'G' properties more fully and particularly described in the Second Schedule of this Agreement for the purpose of joint development of the said Lots mentioned properties as one, upon construction of a multistoried building thereat as

per the building plan to be duly sanctioned by the concerned authority. The proposedly amalgamated property consisting of Lots 'A', 'D', 'E', 'F and 'G' and the Lot 'C' is more fully and particularly described in the **Fourth Schedule** of this Agreement and delineated with **Red** Colour in the **Plan** annexed to this Agreement.

2. That the Owner No. 1/Developer shall be solely responsible for all costs and expenses related to the construction of the multistoried building, including all costs and expenses towards obtaining sanction, permission, clearance etc.

3. That the Owner No. 2, shall receive a refundable amount of Rs. 10,00,000/- (Rupees Ten Lakh only) as down payment from the Owner No. 1/Developer for permission to develop of the Lot "C" property. This payment is hereby made to the Owner No. 2 by the Owner No. 1/Developer on the execution of this Agreement and the Owner No. 2 acknowledges receipt thereof upon execution of this Agreement and also by way of a Memorandum of Consideration being part of this Agreement. This payment shall be refunded to the Owner No. 1/Developer without any interest immediately on completion of the project, i.e., the proposed multistoried building but not later than fifteen days from the date of completion. The date of completion shall be deemed to be the date mentioned in the Completion Certificate to be issued by the concerned authority.

4. That the said Lots 'A', 'D', 'E', 'F and 'G' properties of the Owner No. 1/Developer shall be duly amalgamated with the said Lot 'C' property of the Owner No. 2 by way of execution of a Deed of Amalgamation or otherwise as Law would permit such unition of the properties.

5. That the Owner No. 2 shall be entitled to 40% of the super built-up area out of the total sanctioned area which would be permitted with respect to the land area in the said Lot 'C' property. The Owner No. 2 may retain his allocation area as defined herein or he may sell of the same to the Owner

No. 1/Developer at the prevailing market price or at a price which may be agreed between the parties herein.

6. That in the event the Owner No. 2 would fail to refund the said down payment of Rs. 10,00,000/- (Rupees Ten Lakh) only, within the period as mentioned in Clause No. III above, then the Owner No. 1/Developer shall be entitled to adjust the said amount by receiving equivalent area share at the prevailing market rate, out of Owner No. 2's area allocation of the proportionate sanctioned area with respect to the Lot 'C' property.

7. That the Owner No. 1/Developer shall be entitled to 60% of the Super built-up area out of the total sanctioned area which would be permitted with respect to the land area in the said Lot 'C' property.

8. That the Owner No. 2 shall be solely responsible for allocation, relocation and/or negotiation and/or in cases where the tenant/tenants may opt for surrender of tenancy, of and with the tenants at the said Lot 'C' property out of the area allocation received as per Clause No. V above. The details of the present Tenants at Lot 'C' property is given in the **Fifth Schedule** of this Agreement. In the event and on request of the Owner No. 2, the Owner No. 1/Developer would have to meet the costs and expenses for allocation, relocation and/or negotiation and/or in cases where the tenant/tenants may opt for surrender of tenancy, such expenditure shall be deemed to be considered as an additional down payment which shall be refundable by the Owner No. 2 or in case if the Owner No. 2 would not refund such additional down payment amount, the Owner No. 1/Developer shall be entitled to adjust the said amount by receiving equivalent area share at the prevailing market rate, out of Owner No. 2's area allocation of the proportionate sanctioned area with respect to the Lot 'C' property.

9. That the Owner No. 1/Developer shall similarly be solely responsible for allocation of the tenants at the said Lots 'A' and 'D' properties. The details of the present Tenants at Lots 'A' and 'D' properties is given in the **Sixth Schedule** of this Agreement.

10. That it is agreed herein that the construction of the proposed multistoried building shall be completed in all respect within a period of 48 (Forty-Eight) months from the date of obtaining absolute vacant possession of the Lots 'A' and 'D' properties as well as in Lot 'C' property upon relocation of the tenants therein or upon surrendering of tenancy by the tenants as the case may be. In any event such vacant possession shall be ensured in all respect by the parties herein within a period of 06 (Six) months from the date of execution of this Agreement. The construction period as agreed herein may be extended for such further period as the parties herein may mutually agree in writing.

11. That it is hereby agreed that the Owner No. 1/Developer shall have exclusive right and responsibility to carry out the construction of the proposed multistoried building at the Lots 'A', 'D', 'E', 'F' and 'G' properties as well as in Lot 'C' property combined, solely at its discretion upon employment of architects, contractors, consultants, men, agents and associates and materials related to such construction work and the Owner No. 2 shall not interfere into such construction project in any manner whatsoever.

12. That all permissions, approvals, sanctions, no-objections and other statutory formalities for pre and post sanction of plan would be obtained by the Owner No. 1/Developer at its cost and expenses, however, with absolute and unconditional cooperation of the Owner No. 2, whenever and wherever necessary.

13. The Owner No. 1/Developer shall at its own costs and expenses and without creating any financial or other liability on the Owner No. 2 construct, erect and complete the New Building in pursuant to the final plans to be sanctioned by sanctioning authorities and/or as to be recommended by the Architects from time to time. The decision of the Architects regarding all aspects of construction including the quality of materials shall be final and binding on the Parties.

14. That post completion of construction and until the units/spaces/apartments in the proposed multistoried building is transferred to third party/parties entirely or in part thereof, the Owner No. 1/Developer shall be solely responsible for management and maintenance of the proposed multistoried building, either by itself or through its duly appointed agent. The Owner No. 1/Developer or the Agency to be appointed shall manage and maintain the Common Portions and services of the building and shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the building, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment. All occupants of the New Building, including the Owner No. 2 shall duly pay the maintenance charge as applicable to them proportionately.

15. That till the time the said Lots 'A', 'D', 'E', 'F' and 'G' properties as well as in Lot 'C' property are amalgamated as per Law, the parties herein shall be responsible to pay the taxes and fees pertaining to the said Lots 'A', 'D', 'E', 'F' and 'G' properties as well as in Lot 'C' property proportionately, according to their respective ownership of the Lots.

16. That post amalgamation of the said Lots 'A', 'D', 'E', 'F' and 'G' properties as well as in Lot 'C' property in accordance with law, the Owner No. 1/Developer shall have responsibility to pay the taxes and fees pertaining only to his allocation area as agreed in Clause No. V hereinabove.

17. That the Owner No. 2 hereby undertakes to fully co-operate with the Owner No. 1/Developer for obtaining all permissions required for development of the said properties.

18. That the Owner No. 2 hereby undertake to act in good faith towards the Owner No. 1/Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

19. That the Owner No. 2 shall provide the Owner No. 1/Developer with any and all documentation and information relating to the said land and in particular, of the Lot "C" property, as may be required by the Owner No. 1/Developer from time to time.

20. That the Owner No. 2 shall not do any act, deed or thing whereby the Owner No. 1/Developer may be prevented from discharging its functions under this Agreement.

21. That the Owner No. 2 hereby covenant not to cause any interference or hindrance in the construction of the New Building.

22. That the Owner No. 2 hereby covenant not to transfer, grant lease, mortgage and/or charge the said land or any portions thereof comprised under the said Lot 'C', save in the manner envisaged by this Agreement.

23. That the Owner No. 1/Developer shall apply and obtain requisite permission from the local authority and/or concerned State Government and/or Central Government Authorities, environmental clearance and/or such other clearances, permissions, etc. as required before commencement of the construction of each Phase as the case may be at the costs of the Owner No.1/Developer.

24. That the Owner No. 1/Developer shall indemnify and keep Owner No. 2 saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Owner No. 1/Developer in relation to the construction of the New Building and those resulting from breach of this Agreement by the Owner No. 1/Developer, including any act of neglect or default of the Owner No. 1/Developer's sub-consultants, employees and/or the purchasers and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

25. That the Owner No. 2 shall indemnify and keep the Owner No. 1/Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner No. 1/Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property of Lot 'C' or any of their representations and the warranties being incorrect.

26. That the Owner No. 2 shall execute and grant a General Power of Attorney in favour of the Owner No. 1/Developer or to any person/persons duly nominated and/or designated by the Owner No. 1/Developer to obtain such Attorney from the Owner No. 2, for the purpose of dealing with the allocation of the Owner No. 1/Developer in the said Lot 'C' property as agreed in Clause No. V hereinabove. Such Power of Attorney may be duly registered at the office of the Registrar having jurisdiction for the purpose.

27. That additionally, the owner No. 2 may grant a Power of Attorney in favour of the Owner No. 1/Developer or to any person/persons duly nominated and/or designated by the Owner No. 1/Developer to obtain such Attorney from the owner No. 2, for the purpose of carrying out the project of construction of the proposed multistoried building at the said Lots 'A', 'D', 'E', 'F' and 'G' properties as well as in Lot 'C' property combined and to sale, convey and transfer the allocation of the Owner No. 1 in the said Lot 'C' property. Such Power of Attorney shall be duly registered at the office of the Registrar having jurisdiction for the purpose.

28. That notwithstanding grant of the aforesaid Power of Attorney(s), the Owner No. 2 hereby undertake that he shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the said Lots 'A', 'D', 'E', 'F' and 'G' properties as well as in Lot 'C' property combined, within 7 days of the request being made.

29. That it is hereby agreed that this arrangement as expressed under this agreement envisage the primary terms and conditions for the proposed project of development of the said Lots 'A', 'D', 'E', 'F' and 'G' properties as

well as in Lot 'C' property combined, upon construction of the Multistoried Building and, if so required, further agreements shall be executed between the parties qualifying and/or supplementing the terms and conditions provided herein.

30. That the agreement entered into by and between the parties herein is and shall be on principal to agent basis.

31. That the parties herein expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

32. 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.

33. It is understood that from time to time to facilitate the uninterrupted construction of the Building by the Owner No. 1, various deeds, matters and things not herein specified may be required to be done by the Owner No. 1 and for which the Owner No. 1 may need authority of Owner No. 2. Further, various applications and other documents may be required to be signed or made by Owner No. 2 relating to which specific provisions may not have been mentioned herein. Owner No. 2 hereby undertake 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 Owner No. 1 for the purpose and Owner No. 2 also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds matters and things do not in any way infringe on the rights of Owner and/or go against the spirit of this Agreement.

34. The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

35. In the event of any default on the part of any of the parties, the other parties or any of them shall be entitled to serve notice of default on the

others and the party in default, shall be entitled to rectify such default within a period of 30 days from the date of receipt of such notice.

36. Force Majeure shall mean and include an event preventing either Party from performing any or all of her obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of her obligations under this Indenture, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, pandemic, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lockouts, labor unrest or other industrial action, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

37. If either Party is delayed in, or prevented from, performing any of her obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of her obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence her affected operations in order for it to perform her obligations. Neither Owner No. 2 nor the Ownert No. 1 shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither the Owner No. 2 nor the Owner No. 1 shall be deemed to have defaulted in the performance of contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Indenture for the performance of such obligations shall

be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

38. In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

39. The Party claiming to be prevented or delayed in the performance of any of his/its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

40. This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

41. 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 all the Parties and expressly referring to the relevant provision of this Agreement.

42. In the event of there being breach by any party the other party or parties will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

43. The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use her reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled, the Disputes by negotiation

within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made there under. The arbitration proceedings shall be conducted at Kolkata and in English.

THE FIRST SCHEDULE AS REFERRED TO ABOVE

(the entire property)

All THAT PIECE AND PARCEL of entire premises consisting of Lots 'A', 'B', 'C' and 'D' and one Open Space in between the Lots 'A', 'C', 'D' and Lot 'B', admeasuring an area of 08 (Eight) Cottah, 04 (Four) Chittaks and 24 (Twenty-four) Square Feet as per the Original Deed of Conveyance dated 5th August, 1939, consisting of Lots 'A', 'B', 'C' and 'D' with structures standing thereon aged about 60 years and an Open Space (without any structure) in between the Lots 'A', 'C', 'D' and Lot 'B' which is partitioned as Lots 'E', 'F' 'G' and 'H', lying situated at the premises No. 1, Jatindra Mohan Avenue, Kolkata Municipal Corporation Ward No. 18, Police Station - Burtolla, Post Office - Beadon Street, Kolkata - 700 006, being butted and bounded as follows:

ON THE NORTH	: Premises No. 3, Jatindra Mohan Avenue
ON THE SOUTH	: Utpal Dutta Sarani (Beadon Street)
ON THE EAST	: Jatindra Mohan Avenue
ON THE WEST	: Premises No. 71 and 72, Beadon Street.

SECOND SCHEDULE AS REFERRED TO ABOVE

PART - I

(The Lot "A" property and Lot "E" property owned by the Owner No. 1)

ALL THAT the piece and parcel of the Lot 'A' property admeasuring 01 (One) Cottah, 14 (Fourteen) Chittaks 36 (Thirty-Six) Square Feet with a 01 (one)

storied structure standing thereon comprising of 08 (Eight) tenanted shop rooms, 01 (One) tenanted residential unit with 02 (Two) bedrooms, 01 (One) Kitchen and 01 (One) Toilet and two staircases with landings, all with cemented flooring, and ALL THAT the partitioned open space without structures being Lot 'E' admeasuring 169 (One Hundred Sixty Nine) square feet which admeasure 175 square feet as per the Original records, lying situated at the premises No. 1, Jatindra Mohan Avenue, Kolkata Municipal Corporation Ward No. 18, Police Station - Burtolla, Post Office - Beadon Street, Kolkata - 700 006, having covered area as follows :-

Bastu Land area	Commercial Land area	Residential Structure Area	Commercial Structure area
836 sq. ft. equivalent to 1 cottah 16 sq. ft	724 sq. ft equivalent to 1 cottah 04 sq. ft	354 sq. ft.	724 sq. ft.

PART - II

(The Lot "D" property and Lot "G" property owned by the Owner No. 1)

ALL THAT the piece and parcel of the **Lot 'D'** property admeasuring 01 (One) Cottah, 04 (Four) Chittaks 42 (Forty-Two) Square Feet with a 01 (one) storied structure standing thereon comprising of 01 (One) tenanted shop room, 02 (Two) tenanted residential rooms with 01 (One) kitchen, 01 (One) Toilet, Lobbies and one staircase with landings, all with cemented flooring, and **ALL THAT** the partitioned open space without structures being **Lot 'G'** admeasuring 169 (One Hundred Sixty Nine) square feet which admeasure 175 square feet as per the Original records, lying situated at the premises No. 1, Jatindra Mohan Avenue, Kolkata Municipal Corporation Ward No. 18, Police Station - Burtolla, Post Office - Beadon Street, Kolkata - 700 006, having covered area as follows:-

Bastu Land area	Commercial Land area	Residential Structure Area	Commercial Structure area

917 sq. ft. equivalent to 1 cottah 4 chittak 17 sq. ft	200 sq. ft equivalent to 04 chittak 20 sq. ft	402 sq. ft.	200 sq. ft.

PART - II

(The Lot "F" property owner by the Owner No. 1)

ALL THAT the piece and parcel of bastu land being the partitioned open space without structures being **Lot 'F'** admeasuring 169 (One Hundred Sixty Nine) square feet which admeasure 175 square feet as per the Original records, lying situated at the premises No. 1, Jatindra Mohan Avenue, Kolkata Municipal Corporation Ward No. 18, Police Station - Burtolla, Post Office - Beadon Street, Kolkata - 700 006.

THE Lot 'A', 'D', 'E', 'F' and 'G' property combined, being butted and bounded by :

ON THE NORTH - Premises No. 3, Jatindra Mohan Avenue
ON THE SOUTH : Utpal Dutta Sarani (Beadon Street)
ON THE EAST : Partly Lot 'C' at premises No. 1, J. M. Avenue and partly by J. M. Avenue
ON THE WEST : Lots 'H' and 'B' at premises No. 1, J. M. Avenue.

THIRD SCHEDULE ABOVE REFERRED TO:

(The Lot "C" property owned by the Owner No. 2 and being the Development property for the purpose of this Agreement)

ALL THAT the piece and parcel of only the entire Lot 'C' of Premises No. 1, Jatindra Mohan Avenue, Kolkata - 700 006, admeasuring a total land area of 01 (One) Cottah 07 (Seven) Chittak 33 (Thirty-Three) Square Feet or 1068 Square Feet, with 60 years old structures standing thereon having Residential Structure Area admeasuring 695 Square Feet consisting of 01 (One tenanted residential unit with 02 (Two) Bedrooms, 01 (One) Drawing Room, 01 (One) Puja Room, 01 (One) Toilet, 01 (One) Kitchen) and 02 (Two) Lobbies and

Commercial Structure Area admeasuring 237 Square Feet consisting of 02 (Two) Shop Rooms, within the jurisdiction of Kolkata Municipal Corporation Ward No. 018, Borough No. II, Police Station - Burtolla, KMC Assessment No. MASKED depicted with RED border in the Plan annexed herewith being butted and bounded by :-

On the North : Lot 'D' of Premises No. 1, Jatindra Mohan Avenue;

On the South : Lot 'A' of Premises No. 1, Jatindra Mohan Avenue;

On the East : Jatindra Mohan Avenue;

On the West : Lot 'E' of Premises No. 1, Jatindra Mohan Avenue.

FOURTH SCHEDULE ABOVE REFERRED TO:

(The proposed amalgamated property consisting of Lots 'A', 'D', 'E', 'F and 'G' and the Lot 'C')

ALL THAT the proposed unition of properties being Lots 'A', 'D', 'E', 'F and 'G' at premises No. 1, Jatintra Mohan Avenue, Kolkata - 700006 which is morefully described under the Second Schedule herein written and the property being Lots 'C' at premises No. 1, Jatintra Mohan Avenue, Kolkata - 700006 which is morefully described under the Third Schedule herein.

FIFTH SCHEDULE ABOVE REFERRED TO :

(Descriptions of the Tenanted Portions in Lot 'C')

Lot	Tenant's Name	Area occupied (Sq.ft.)	Tenancy period in years
C	Mukesh Gupta - Shop Room (Numbered as '2' in the Plan)	108	25
C	Suresh Gupta - Residential. (Numbered as '12' in the Plan)	698	15
C	Shymalendu Mullick - Shop Room (Numbered as part of '3' in the Plan)	129	15

SIXTH SCHEDULE ABOVE REFERRED TO :

(Descriptions of the Tenanted Portions in Lot 'A' and Lot 'D')

Lot	Tenant's Name	Area occupied (Sq.ft.)	Tenancy period in years
D	Raj Kumar Murarka – Shop Room (Numbered as '1' in the Plan)	200	25
D	Debasis Bajaj – Residential. (Numbered as '13' in the Plan)	402	15
A	Shymalendu Mullick – Shop Room (Numbered as part of '3' in the Plan)	43	15
A	Khirod Chandra Rath – Shop Room (Numbered as '5' in the Plan)	17	25
A	Sourav Seal – Shop Room(Numbered as '4' in the Plan)	105	12
A	Nemai Chand Ghosh – Shop Room(Numbered as '6' in the Plan)	82	25
A	Jagannath Halder – Shop Room(Numbered as '7' in the Plan)	17	25
A	Sumit Dutta – Shop Room (Numbered as '8' in the Plan)	115	20
A	Tapas Das – Shop Room (Numbered as '9' in the Plan)	115	20
A	Santanu Seth – Shop Room (Numbered as '10' in the Plan)	115	12
A	Samir Das – Shop Room (Numbered as '11' in the Plan)	115	15
A	Rajen Mullick – Residential (Numbered as '14' in the Plan)	354	12

IN WITNESS WHEREOF: the parties hereto have set and subscribed their seal and signatures in presence of the following witnesses on the day month and year first above written.

WITNESSES:

1. Abhijit Sarkar
34, Shyampukur Street
KOLKATA-700004

2. Indrajit Dutta
Malo/pur, Malo/pur
Adzambargh, Hooghly
712420

QUALITY CONSTRUCTION
Anwa Saha
Partner

SEAL AND SIGNATURE OF THE OWNER No. 1/DEVELOPER

Sourav Seal

SIGNATURE OF THE OWNER No. 2

DRAFTED AND PREPARED BY:

(Dipanjan Sinha Roy, Advocate)
High Court, Calcutta
Enrollment No. WB/801/2004

MEMO OF CONSIDERATION

RECEIVED with thanks from the within named Owner No. 1/Developer the within mentioned interest free refundable deposit of **Rs. 10,00,000 /- (Rupees Ten Lakh)**, in the manner as per memo below:-

Recipient	Payment Description	Amount (Rs.)
Sourav Seal	Bank of India Tangra Br. Chq. No. 097247 dt. 05.12.2023	10,00,000/-
TOTAL		**10,00,000**

Rupees Ten Lakh only.

WITNESSES:

1. Abhijit Sarkar
34, Shyampukur Street
KOLKATA-700004

2. Indrajit Dutta
Moloypark, Moloypark
Arambagh, Hooghly
712420

Sourav Seal

SIGNATURE OF THE OWNER No. 2

SITE PLAN OF LAND WITH STRUCTURE OF LOT -A, C, D, E, F, G SITUATED AT PREMISES NO. 1, JATINDRA MOHAN AVENUE, P.S. - BURTOLLA, UNDER KOLKATA MUNICIPAL CORPORATION WARD NO. 018, BOROUGH NO. II, KOLKATA - 700006.

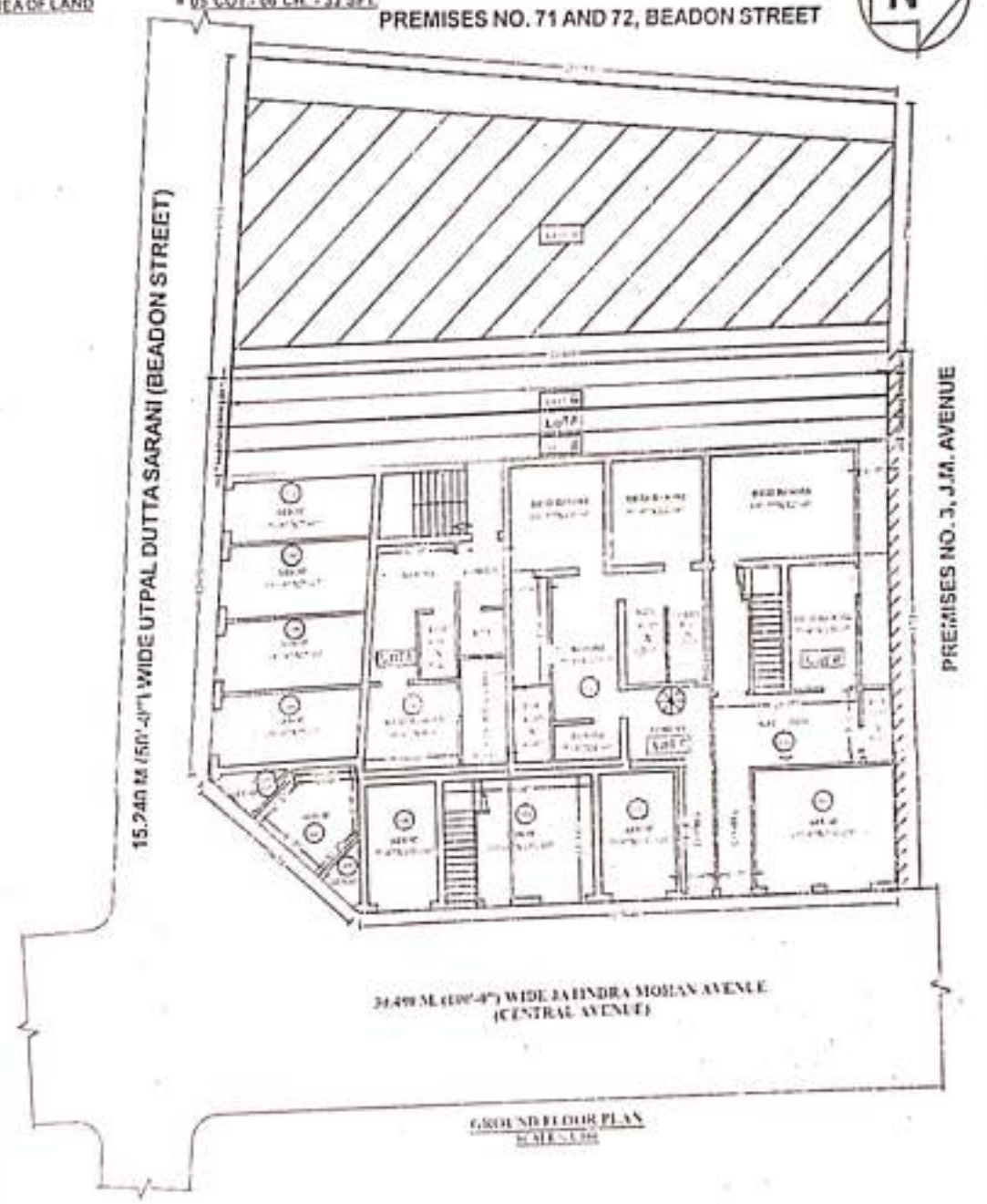
AREA STATEMENT

AREA OF LAND LOT-A	= 01 COT. - 14 CH. - 26 SFT.
AREA OF LAND LOT-C	= 01 COT. - 07 CH. - 33 SFT.
AREA OF LAND LOT-D	= 01 COT. - 04 CH. - 42 SFT.
AREA OF LAND LOT-E	= 00 COT. - 03 CH. - 34 SFT.
AREA OF LAND LOT-F	= 00 COT. - 03 CH. - 34 SFT.
AREA OF LAND LOT-G	= 00 COT. - 03 CH. - 34 SFT.
TOTAL AREA OF LAND	= 05 COT. - 06 CH. - 33 SFT.

STRUCTURE:

RESIDENTIAL	= 1452 SFT.
COMMERCIAL	= 1161 SFT.

(AREA SHOWN IN RED BORDER)



GROUND FLOOR PLAN

QUALITY CONSTRUCTION

Partner

SIGNATURE OF THE OWNER NO.1/ DEVELOPER

SIGNATURE OF THE OWNER NO.2

QUALITY CONSTRUCTION

19A/28, SEAL LANE, KOLKATA-700015

Date: 06.12.2023

RESOLUTION

Resolved that Smt. Anuva Saha, wife of Krishna Kanta Saha, residing at 13A, Madanmohantala Street, Kolkata – 700005, being one of the Partners of the Firm (M/s Quality Construction) having office at 19A/28, Seal Lane, Kolkata 700015, is hereby unanimously authorised by the Firm represented though its Partners, to sign, execute, affirm and/or verify one Agreement to be executed between the Firm being the Owner of Lots "A", "D", "E", "F" and "G" and one Sri Saurav Seal being the Owner of Lot "C", all at and being part of Municipal Premises No. 1, Jatindra Mohan Avenue, Kolkata, and which is to be registered at the office of the Registrar of Assurances, Kolkata.

Resolved further that all acts and deeds to be performed by the said Smt. Anuva Saha, Partner, pursuant to this resolution shall be deemed to be the acts and deeds of the Firm.

Signature of Partners

QUALITY CONSTRUCTION
Anuva Saha
Partner

QUALITY CONSTRUCTION
Sudipta Roy
Partner

QUALITY ADVERTISING PVT. LTD.
Sudipta Roy
Director

I accept,

QUALITY CONSTRUCTION
Anuva Saha
Anuva Saha, Partner

SPECIMEN FORM FOR TEN FINGERS PRINT

	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Left Hand	MASKED	MASKED	MASKED	MASKED	MASKED

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

Signature Anna Saha

Name Anna Saha

	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Left Hand	MASKED	MASKED	MASKED	MASKED	MASKED

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

Signature Somar Seal

Name Somar Seal

PHOTO

	Little finger	Ring finger	Middle finger	Fore finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SEAL OF THE ADDITIONAL REGISTRAR OF ASSURANCES
CALCUTTA

ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

- 6 DEC 2023

Major Information of the Deed

Deed No :	I-1902-17207/2023	Date of Registration	09/12/2023
Query No / Year	1902-2002960565/2023	Office where deed is registered	
Query Date	02/12/2023 3:34:33 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	A Samanta High Court Calcutta,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9331089699, 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 : 10,00,000/-]	
Set Forth value		Market Value	
Rs. 8/-		Rs. 5,04,46,455/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 10,021/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Burtola, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Jatindra Mohan Avenue, Road Zone : (Girish Park -- Beadon Street Crossing On Road) , , Premises No: 1, , Ward No: 018 Pin Code : 700006

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		1 Katha 2 Chatak 21 Sq Ft	1/-	76,54 078/-	Property is on Road Adjacent to Metal Road,
L2	(RS :-)		Commercial use		5 Chatak 12 Sq Ft	1/-	48,02,451/-	Property is on Road Adjacent to Metal Road,
L3	(RS :-)		Bastu		2 Katha 10 Chatak 39 Sq Ft	1/-	1,77,67,410/-	Property is on Road
L4	(RS :-)		Commercial use		1 Katha 4 Chatak 24 Sq Ft	1/-	1,87,23,480/-	Property is on Road
		TOTAL :			8.9856Dec	4 /-	489,47,419 /-	
	Grand Total :				8.9856Dec	4 /-	489,47,419 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	696 Sq Ft.	1/-	2,39,598/-	Structure Type: Structure Tenanted,
	Gr. Floor, Area of floor : 696 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete				
S2	On Land L2	237 Sq Ft.	1/-	2,03,968/-	Structure Type: Structure, CS: 2 Tenanted,

	Gr. Floor, Area of floor : 237 Sq Ft.,Commercial Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete				
3	On Land L3	756 Sq Ft.	1/-	2,60,253/-	Structure Type: Structure Tenanted,
	Gr. Floor, Area of floor : 756 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete				
S4	On Land L4	924 Sq Ft.	1/-	7,95,217/-	Structure Type: Structure, CS: 9 Tenanted,
	Gr. Floor, Area of floor : 924 Sq Ft.,Commercial Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Pucca, Extent of Completion: Complete				
	Total :	2613 sq ft	4 /-	14,99,036 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Shri SOURAV SEAL** Son of Late Rupendra Narayan Seal 8,Umesh Dutta Lane, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: Blxxxxxx4M, Aadhaar No: 67xxxxxxxx7753, Status :Individual, Executed by: Self, Date of Execution: 06/12/2023 , Admitted by: Self, Date of Admission: 06/12/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 06/12/2023 , Admitted by: Self, Date of Admission: 06/12/2023 ,Place : Pvt. Residence
2	**QUALITY CONSTRUCTION** 194/28,Seal Lane, City:- Not Specified, P.O:- Seal Lane, P.S:-Tangra, District:-South 24-Parganas, West Bengal, India, PIN - 700015 , PAN No.:: AAxxxxxx3A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**QUALITY CONSTRUCTION** 194/28, SEAL LANE, City:- Not Specified, P.O:- SEAL LANE, P.S:-Tangra, District:-South 24-Parganas, West Bengal, India, PIN - 700015 , PAN No.:: AAxxxxxx3A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**Smt ANUVA SAHA (Presentant)** Wife of Shri KRISHNA KANTA SAHA 13A, MADANMOHANANTALA STREET, City:- Kolkata, P.O:- SEAL LANE, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALxxxxxx4N, Aadhaar No. 39xxxxxxxx9005 Status : Representative, Representative of : QUALITY CONSTRUCTION (as PARTNER), QUALITY CONSTRUCTION (as PARTNER)

ifier Details :

	Photo	Finger Print	Signature
ri ANIMESH SAMANTA of Shri AKUMAR SAMANTA 01, OLD POST OFFICE STREET, City:- olkata, P.O.- Hare Street, P.S:-Hare Street, District -Kolkata, West Bengal, India, PIN:- 700001			

Identifier Of Shri SOURAV SEAL, Smt ANUVA SAHA,

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri SOURAV SEAL	QUALITY CONSTRUCTION-0.952188 Dec,-0.952188 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Shri SOURAV SEAL	QUALITY CONSTRUCTION-0.271563 Dec,-0.271563 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	QUALITY CONSTRUCTION	QUALITY CONSTRUCTION-2 Katha 10 Chatak 39 Sq Ft
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	QUALITY CONSTRUCTION	QUALITY CONSTRUCTION-1 Katha 4 Chatak 24 Sq Ft
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Shri SOURAV SEAL	QUALITY CONSTRUCTION-348.00000000 Sq Ft,-348.00000000 Sq Ft
Transfer of property for S2		
Sl.No	From	To. with area (Name-Area)
1	Shri SOURAV SEAL	QUALITY CONSTRUCTION-118.50000000 Sq Ft,-118.50000000 Sq Ft
Transfer of property for S3		
Sl.No	From	To. with area (Name-Area)
1	QUALITY CONSTRUCTION	QUALITY CONSTRUCTION-756.00000000 Sq Ft
Transfer of property for S4		
Sl.No	From	To. with area (Name-Area)
1	QUALITY CONSTRUCTION	QUALITY CONSTRUCTION-924.00000000 Sq Ft

Endorsement For Deed Number : I - 190217207 / 2023

05-12-2023

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 5,04,46,455/-

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 06-12-2023

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

Presented for registration at 21:01 hrs on 06-12-2023, at the Private residence by Smt ANUVA SAHA ,.

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

Execution is admitted on 06/12/2023 by Shri SOURAV SEAL, Son of Late Rupendra Narayan Seal, 8,Umesh Dutta Lane, P.O: Beadon Street, Thana: Burtola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business

Indetified by Shri ANIMESH SAMANTA, , , Son of Shri AKUMAR SAMANTA, 12/1, OLD POST OFFICE STREET, P.O: Hare Street, Thana: Hare Street, , City/Town: KOLKATA, 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 06-12-2023 by Smt ANUVA SAHA, PARTNER, QUALITY CONSTRUCTION (Partnership Firm), 19A/28, SEAL LANE, City:- Not Specified, P.O:- SEAL LANE, P.S:-Tangra, District:-South 24-Parganas, West Bengal, India, PIN:- 700015: PARTNER, QUALITY CONSTRUCTION (Partnership Firm), 19A/28,Seal Lane, City:- Not Specified, P.O:- Seal Lane, P.S:-Tangra, District:-South 24-Parganas, West Bengal, India, PIN:- 700015

Indetified by Shri ANIMESH SAMANTA, , , Son of Shri AKUMAR SAMANTA, 12/1, OLD POST OFFICE STREET, P.O: Hare Street, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India PIN - 700001, by caste Hindu, by profession Advocate

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 07-12-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021.00/- (B = Rs 10,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/12/2023 11:41AM with Govt. Ref. No: 192023240307023529 on 05-12-2023, Amount Rs: 10,021/-, Bank: SBI EPay (SBIePay), Ref. No. 6692579365027 on 05-12-2023, Head of Account 0030-03-104-001-16

ment of Stamp Duty

ified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by by online = Rs 4,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/12/2023 11:41AM with Govt. Ref. No: 192023240307023528 on 05-12-2023, Amount Rs: 74,921/-, Bank: SBI EPay (SBIePay), Ref. No. 6692579365027 on 05-12-2023, Head of Account 0030-02-103-003-02

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 09-12-2023

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 34300, Amount: Rs.100.00/-, Date of Purchase: 29/11/2023, Vendor name: A K Maity

Satyajit Biswas
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 618150 to 618191

being No 190217207 for the year 2023.

Seal of the Additional Registrar of Assurances-II, Kolkata

CERTIFIED TO BE A TRUE COPY

Digitally signed by SATYAJIT BISWAS
Date: 2023.12.18 12:32:12 +05:30
Reason: Digital Signing of Deed.

(Satyajit Biswas) 18/12/2023

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

West Bengal.

SEAL OF THE ADDL. REGISTRAR OF ASSURANCES-II CALCUTTA

CHECKED BY
02/01/2024

Addl. Registrar of Assurances-II
Kolkata