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भारतीय न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE  
HUNDRED RUPEES



भारत INDIA  
INDIA NON JUDICIAL

পশ্চিমবঙ্গ পশ্চিম বাংলা WEST BENGAL

AP 258182

28/04/2023  
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Alipore, South 24-Parganas  
District Sub-Register-II

28 APR 2023

DEVELOPMENT AGREEMENT

1. Date : The 28<sup>th</sup> day of April, Two Thousand Twenty Three (2023).
2. Nature of Document : Development Agreement
3. Place : Kolkata

Contd.. P/2

## 4. Parties :

4.1 (1) **SRI DULAL KUMAR MITRA alias DULAL MITRA** (having PAN: AEBPM8361H, Aadhaar No. 77054 2997 8846), son of Late Santosh Kumar Mitra, by Occupation- Retired Person and (2) **SMT. DURBA MITRA GUHA** (having PAN: AOJPM0638R, Aadhaar No. 9942 3959 9072), daughter of Sri Dulal Mitra alias Dulal Kumar Mitra and daughter of Sri Aniruddha Mitra, by Occupation- Housewife, both by religion- Hinduism, by Nationality, Indian, both residing at 9/8, Uday Sankar Sarani, MIG-2, Phase-2, Post Office & Police Station- Jadavpur presently Police Station & Post Office- Golf Green, Kolkata- 700 095, District- South 24 Parganas, in the State of West Bengal, India, hereinafter collectively called and referred to as the "**LAND OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **ONE PART** :

A N D

4.2 "**M/S. GHOSH ENTERPRISES**", a Sole Proprietorship Concern having its office at 120, Satyen Roy Road, Behala, Post Office and Police Station- Behala, Kolkata -700 034, District- South 24 Parganas, West Bengal, India, represented by its Sole Proprietor **SRI DIPANKAR GHOSH** (PAN: AHVPG9953A and Aadhaar No. 6877 2231 0451), son of Late Samir Kumar Ghosh, by religion- Hindu, by occupation- Business, by Nationality- Indian, residing at 120, Satyen Roy Road, Post Office and Police Station- Behala, Kolkata-700 034, District- South 24 Parganas, West Bengal, India, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean and include his heirs, executors, successors, successors-in-interest, executor/s, administrators and assigns) of the **OTHER PART**.

The Land Owners and the Developer individually Party and collectively Parties.

NOW THIS AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS  
THE PARTIES as follows:-

5. **Subject Matter of Agreement - Development of the said Property :** Agreement between the Land Owners and the Developer with regard to development and commercial exploitation (in the manner specified in this Agreement) of (1) **ALL THAT** piece and parcel of bastu land admeasuring about 2040 Sq. Ft. (more or less) out of 4½ Cottahs be the same a little more or less together with brick walled R.T. Shed structure thereon admeasuring 200 Sq. Ft. (more or less) being **Premises No. 204, Satyen Roy Road** (Postal Premises No. 123, Satyen Roy Road), **Police Station- Behala**, comprised in **Mouza- Behala**, J. L. No. 102 (formerly J. L. No. 2), R.S. No. 83, Touzi No. 346, R.S. Dag No. 7557 corresponding to L.R. Dag No. 7557/7679, R.S. Khatian No. 263, appertaining to L.R. Khatian No. 10416 (formerly L.R. Khatian Nos. 98, 116, 138, 183, 313 and 455) Kolkata- 700 034 now within the ambit of the Kolkata Municipal Corporation Ward No. 120, **Assessee No. 411201202030**, District- South 24 Parganas more fully mentioned and described in the **FIRST SCHEDULE** hereunder written **AND (2) ALL THAT** piece and parcel of Bastu land measuring about 1200 Sq. Ft. (demarcated North-Western side) out of 4½ Cottahs be the same a little more or less together with brick walled R.T. Shed structures measuring about 200 Sq. Ft. standing thereon lying and situate at and being **Kolkata Municipal Corporation Premises No. 204A, Satyen Roy Road** (Postal Premises No. 123, Satyen Roy Road), **Police Station- Behala**, comprised in **Mouza- Behala**, J. L. No. 102 (formerly J. L. No. 2), R.S. No. 83, R.S. Dag Nos. 7557 corresponding to L.R. (Hal) Dag No. 7557/7679, R.S. Khatian No. 263, L.R. Khatian o. 10323 [previous L.R. (Hal) Khatian Nos. 98, 116, 138, 183, 313 and 455] now within the ambit of the Kolkata Municipal Corporation Ward No. 120, **Assessee No. 411201212502**, District- South 24 Parganas more fully and particularly mentioned and described in the **SECOND SCHEDULE** and hereinafter referred to as the "**said Premises**".

**6. Representations, Warranties and Background :**

**6.1 Land Owners' Representation:** The Land Owners have represented and warranted to the Developer as follows, which are true to the best of the knowledge of the Land Owners.

**6.1.1 Ownership:** The Land Owners are the sole and absolute joint owners of the said Premises and the title thereto devolved on the Land Owners in the manner mentioned in the **PART I AND PART-II** of the **EIGHTH SCHEDULE** written hereunder.

**6.1.2 Marketable Title :** The Land Owners hereby represent, assure and confirm that they have a clear, marketable and bankable title of the said Premises, free from all encumbrances, including but not limited to lien, mortgage, charge, attachment, injunctions, lis-pendens, trusts including debutters and wakfs, tenancies, reversionary rights, claims or statutory prohibition. The Land Owners further represents and confirms to the Developer that there are no civil or criminal proceedings, including but not limited to injunction, receiver and order of attachment pending before any Court of Law in respect of the said Premises. The Land Owners will keep the Developer saved harmless and indemnified to that effect.

**6.1.3 Mutation:** The Property more fully described in the **FIRST SCHEDULE** hereunder written has been mutated and recorded in the name of the Manju Mitra (our Predecessor) in the records of the Kolkata Municipal Corporation bearing Assessee No. 411201202030 and also in the records of the B. L. & L.R.O. – Behala, South 24 Parganas bearing L.R. (Hal) Khatian No. 10416 and The said Property more fully described in the **SECOND SCHEDULE** hereunder written has been mutated and recorded in the name of the Sri Dulal Mitra in the records of the Kolkata Municipal Corporation bearing Assessee No. 411201212502 and also in the records of the B. L. & L.R.O. – Behala, South 24 Parganas bearing L.R. (Hal) Khatian No. 10323.

**6.1.4 Conversion:** The said Property has already been recorded as "Bastu Land" in the records of the B.L. & L.R.O. and already used for residential usage.

**6.1.5 Boundary Walls:** The Land Owners hereby represents and covenants that the said Premises has been demarcated from the adjoining properties and

bounded by pucca brick-built boundary walls and no third party is claiming any right of way or easement or any other right over or in respect of any part or portion of the said Premises and the Land Owners will keep the Developer saved, harmless and indemnified to that effect.

**6.1.6 Ceiling:** The Land Owners hereby represents and warrants that the said Premises does not fall within the ceiling limit under the Urban Land (Ceiling and Regulation) Act, 1976 or West Bengal Land Reforms Act, 1955 or any other statutory encumbrances and shall keep the Developer saved harmless and indemnified to that effect and if required, get necessary clearances from the Urban Land Ceiling Development, if necessary, for the new building to be constructed.

**6.1.7 Land Owners have Authority:** The Land Owners have good right, full power and absolute authority and indefeasible title to enter into this Agreement and to comply with their obligations herein.

**6.1.8 No Previous Agreement:** The Land Owners have not entered into any negotiation and/or agreement and/or arrangement with any person or persons for sale or transfer or lease or development or otherwise of the said Premises or any part or portion thereof and the Land Owners confirm that they will not enter into any such agreement at any time hereafter save in favour of the Developer and/or its/his nominees.

**6.1.9 No Power of Attorney:** The Land Owners have not executed any Power of Attorney in respect of the said Premises or any part thereof for any purpose whatsoever in favour of any person and the Land Owners confirm that they will not execute any such Power of Attorney at any time hereafter save in favour of the Developer and/or its nominees.

**6.1.10 Possession:** That within 2(Two) month from the date of execution of these presents the Land Owners shall handover peaceful vacant possession of the said Premises to the Developer for the purpose of measurement, soil testing and such other works connected with the construction and development of the Project ("Possession Date").

**6.1.11 No dispute amongst the Land Owners:** There are no dispute or litigation amongst the Owner and/or with other person or persons.

**6.1.12 Encumbrances:** The Land Owners will not, in any manner, deal with, charge, encumber or induct any person in occupation of the said Premises or in any portion thereof or enter into any agreement and/or arrangement relating thereto until the completion of the Project. Further, the Land Owners have neither agreed, nor entered into any agreement (whether written or oral or implied) to sell, transfer, assign, lease, sub-lease, leave and license or create any third party interests or rights in any manner whatsoever in respect of the said Premises or any part thereof or assign or transfer any of their rights, title and interest therein to any person or persons. Further, the Land Owners have not created any adverse rights or dealt in any manner whatsoever in respect of the said Premises or any part thereof.

**6.1.13 Surrender of Old CESC Meter and Payment of Dues :** That one CESC Connection was taken by the Land Owner in the said Premises and the CESC Ltd. connection has been disconnected by the concerned authority due to non payment of electricity bill. The Land Owners shall handle the matter and settle the dispute and also clear the dues of CESC Ltd. at their own cost and expenses and the Developer will co-operate with the Land Owners in all respect in this regard.

**6.1.14 Claims:** The Land Owners will cause, at their own risk, cost and expenses, to settle all claims, litigations, disputes regarding the Owners' title in respect of the said Premises and shall ensure that the same do not in any manner impede the implementation of this Agreement or affects the right of the Developer in any manner whatsoever, and shall keep the Developer saved, harmless and indemnified to that effect.

**6.1.15 Execution:** The Land Owners will execute and admit registration of the transfer of the Units constructed in the Project before the concerned Registrar, as also sign and execute such forms and other documents as may be required for the Project, the costs and expenses which shall be borne by the Developer.

**6.2 Representations by the Developer:** The Developer has represented and warranted to the Land Owners as follows:

**6.2.1 Satisfaction:** The Developer has satisfied himself/itself with regard to the title of the Land Owners to the said Premises as also the documents produced by the Land Owners.

**6.2.2 Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and the Developer has infrastructure and expertise in this field of construction and can also market the New Building to prospective occupants and investors.

**6.2.3 Developer's ability to complete:** The Developer has the necessary resources to complete the Project and to make arrangement for the funds required for the same. The Developer has the financial capability to carry out, complete and finish the Project.

**6.2.4 Developer has Authority:** The Developer has full authority to enter into this Agreement.

**6.2.5 Decision to Develop:** The Land Owners have agreed to appoint the Developer as the exclusive Developer of the said Premises for taking up the development of the said Premises by constructing the New Building and commercial exploitation of the said Premises (collectively "Project").

**6.2.6 Finalization of Terms Based on Representations :** Pursuant to the above and relying on the representations made by the Parties to each other as stated above and elsewhere in this Agreement, final terms and conditions for the Project agreed between the parties are being recorded in writing in this Agreement.

## **7. Basis Understanding:**

**7.1 Development of the said Premises by Construction and Commercial Exploitation of New Building:** After mutual discussions and agreements, the Developer has agreed to undertake development of the said Premises by constructing the New Building and commercial exploitation of the said Premises in the manner contained in this Agreement with the main crux being the development at and construction of New Building at the said Premises shall be made by the Developer at his/its own costs and expenses with liberty to sell and transfer the same, as also the land comprised in the said Premises and realize and appropriate the sale

proceeds and other amounts arising there from and in lieu thereof the Land Owners will be entitled to Land Owners' share as hereinafter mentioned.

**7.2 Nature and use of New Building:** The New Buildings shall be constructed in accordance with architectural plans ("**Building Plans**") to be sanctioned by the Developer in the name of the Land Owners and/or to be modified and/or altered by the Architect (s) appointed by the Developer and sanctioned by The Kolkata Municipal Corporation and/or other statutory authorities concerned with sanction (**collectively "Planning Authorities"**), as a ready-to-use residential and/or residential-cum-commercial buildings or any other type of buildings/development, including but not limited to residential, commercial, semi-commercial, educational etc.

**8. Appointment and Commencement:**

**8.1 Appointment and Acceptance:** The Parties hereby accept the basis Understanding between them as recorded in Clause 7 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, after mutual discussions and agreements, the Developer has agreed to undertake development of the said Premises by constructing the New Building and commercial exploitation of the said Premises in the manner contained in this Agreement.

**8.2 Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above ("**Commencement Date**").

**9. Approvals, Sanction and Construction:**

**9.1 Recording to enable Development :** If so required, the Developer, either himself/itself or through the attorney being appointed by the Land Owners pursuant to this agreement, shall at its/his own costs and expenses be entitled and obliged to take all necessary steps as be required from time to time pertaining to recordings in the nature of use of the said Premises for enabling sanction and development of the said Premises and necessary orders/permissions connected therewith and while doing so, the Developer

shall ensure that no liability is fastened on the Land Owners with regard thereto, either financial, civil, criminal or otherwise.

**9.2 Sanction of Building Plan/s by Developer:** The Developer shall cause a building plan to be sanctioned by The Kolkata Municipal Corporation and be entitled to obtain from the concerned Authority the revised sanction of the Building Plan in the name of the Land Owners/Developer and other approvals etc., required thereof, such as Fire, Pollution, NOC etc., but excluding those which are obligatory on the part of the Land Owners in terms of this Agreement. The costs, charges and expenses relating to preparation and sanction of plan by the Kolkata Municipal Corporation as also pertaining to any other approvals, sanctions, no objection etc. shall be borne and paid by the Developer. In case any gift or exchange of any portion of the said Premises is required to be made in connection with the sanctioning of the plan/s, then the Developer shall be entitled to make commitment therefor and the Land Owners and/or the Attorney/s of the Land Owners (appointed pursuant to this Agreement) shall be bound to execute and register the requisite Deed of Gift and/or Exchange Deed, boundary declaration and other related documents.

**9.3 Architects and Consultants:** The Developer shall be entitled to appoint the Architect(s) and other consultants in connection with construction work of the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer.

**9.4 Construction of New Buildings:** The Developer shall, at its/his own costs and expenses, construct, erect and complete the New Building after demolishing the existing building and structures in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation. It is to be noted here that the sale proceeds from the debris will be appropriated by the Developer.

**9.5 Commencement and Completion of the project :** The Parties acknowledge that the Developer shall be able to commence the construction work of the New Building only after receiving the Delivery of Possession of the said Premises by the Developer from the Owners. **The Developer shall endeavor to complete the New Buildings within a period of 18**

**(Eighteen) months** from the date of receiving delivery of peaceful vacant khas possession of the said Premises from the Land Owners and subject to Force Meajure. It is to be noted here that the Owners shall handover the peaceful vacant possession which would be done by way of written notice by the Owners to the Developer and vice-versa.

- 9.6 **Common Portions :** The Developer shall be entitled to install, erect and complete in the New Building, the common areas, amenities and facilities such as stairways, fire-fighting apparatus, passages, driveways, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the New Building (collectively "Common Portions") more fully described in the **FIFTH SCHEDULE** hereunder written. For permanent electric connection to the apartments in the New Building (Units), the intending Purchaser/s (collectively Transferees) shall pay the deposits demanded by electricity supplying authority and other agencies. It is clarified that the Developer alone shall be entitled to receive/collect from all the Transferees (1) the charges for HT/LT electric equipment and cabling, (2) the charges for generator (if any), (3) the deposits, including for maintenance and (4) any other additional cost and/or Deposit required in respect of their respective Units.
- 9.7 **Temporary Connections:** The Developer shall be authorized to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the said Premises. The recurring charges for such temporary as also existing connections will be paid by the Developer till the building is ready to the extent necessary for handing over the possession.
- 9.8 **Interference or Hindrance :** The Land Owners agrees and covenants with the Developer not to cause any obstruction, interference or hindrance in the Developer carrying out the work of development herein envisaged and not to do any act deed matter or thing whereby the right of the Developer hereunder may be affected or the Developer is prevented from carrying out

the development herein envisaged or transferring the Saleable Space and other spaces areas rights and benefits as elsewhere herein dealt with.

**9.9 Modification of Plan:** Any amendment or modification of the Building Plan may be made or cause to be made by the Developer as the Developer may deem fit and proper.

**9.10 Co-operation by Land Owners:** The Land Owners will not indulge in any activities which may be detrimental to the Developer of the said Premises and/or may affect the interest of the Developer. The Land Owners will provide all co-operation that may be necessary for successful completion of the Project.

**10. Original Title Documents:**

**10.1 Deposit of Original Title Documents:** The Original title deeds, Chain Deed, Mutation Certificate, Deed of Declaration, LATEST k.m.c. Tax Bills, Deed of Gift, B.L. & L.R.O. Parchar and all other original documents in respect of the Schedule Property/said Premises will be handed over to the Developer by the Land Owner simultaneously upon execution of the Development Agreement and shall be kept by the Developer in its/his safe custody in an un-obliterated and un-cancelled. It is to be noted here that the Developer shall be entitled to provide inspection, examination of the said documents from time to time to such persons for such matters as shall be relevant for the purposes of the Project and/or sale, transfer of Units in the Project. That after receiving the original documents by the Developer from the Land Owners, the Developer shall acknowledge the same by issuing a letter in his/its letter head mentioning the list of documents to the Land Owners. It is further noted here that sold out the entire Developer's Allocation and after formation of Holding Organization/Flat Owners' Association the Developer shall hand the all the Original Documents to the Holding Organization/ Flat Owners' Association.

**11. Power and Authorities:**

**11.1 Power of Attorney for Sanction and Construction and Sale :** The Land Owners have simultaneously with the execution of this Agreement granted to the Developer and/or in the name of the Proprietor of the Proprietorship Concern and/or its nominees, Power(s) of Attorney inter alia for the purpose of getting the Building Plan sanctioned/ revalidated/ modified/ altered by the Authorities, and for the purpose of dealing with all regulatory issues relating to the Project and dealing with different authorities in connection with construction of the New Building and for the purpose of booking and sale and transfer of the new Buildings and the Saleable Spaces therein.

**11.1.1** While exercising the powers and authorities under the Power or Powers of Attorney granted by the Land Owners in terms hereof, the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Land Owners and/or go against the spirit of this Agreement and/or impose any financial or other liability upon the Land Owners or any of them and if it does so, the Developer shall indemnify and keep the Land Owners fully saved harmless and indemnified in respect thereof.

**11.1.2** The said Power or Powers of Attorney/s granted by Land Owners to the Developer and/or its nominated persons shall form a part of this agreement subject to the Developer handing over the Land Owners' Allocation to the Land Owners and/or to the legal heir of the deceased Land Owners in case of death of the Land Owners or any other circumstances wherein the Land Owners become unsound or mentally unfit to carry out its/their obligation under the instant Agreement.

**11.2 Further Acts:** Notwithstanding grant of the aforesaid Power of Attorney, the Land Owners hereby undertake that they will execute, as and when necessary, all papers, documents, plans, Boundary Declaration further power of attorney etc. for enabling the Developer to carry out the development of the said Premises and sale and transfer of the New Building and the Saleable Spaces therein perform all obligations under this Agreement.

**11.3 Liability of Actions of the Attorney:** The Land Owners will execute the Power of Attorney in favour of the Developer and/or any person or persons nominated by the Developer. The Developer shall be solely liable for all acts and deeds of the said Attorney.

**12. Land Owners' & Developer's Allocation/Share:**

**12.1 Owner's Allocation :** The Land Owners shall be entitled free of cost 50% (Fifty Percent) share of the total constructed area of the building as per building sanction plan which includes 100% constructed area on the First Floor (i.e. the entire First Floor), 50% share of constructed area of the Third Floor (Eastern side) and 50% constructed area in the Ground Floor ( Eastern side) **TOGETHER WITH** undivided proportionate share of the land **TOGETHER WITH** undivided proportionate right over the common areas, parts, portions, amenities and facilities (in short **Land Owners' Allocation**) more fully described in the **THIRD SCHEDULE** hereunder written. Apart from that the Developer will pay to the Land Owner a sum of Rs.2,00,000/- (Rupees Two Lakh) only as consideration money for development of the said Premises. It is specifically mentioned here that the Ultimate Roof/Terrace of the building shall be common of all the dwellers including the Land Owners and Developer.

**12.2 Developer's Allocation:** The Developer shall be entitled to the remaining constructed Spaces i.e. remaining 50% share of the constructed area in the building which includes 100% share of the Second Floor (i.e. the entire Second Floor), 50% share of the constructed area in the Third Floor (Western side) and 50% share of the constructed area in the Ground Floor ( Western side) **TOGETHER WITH** undivided proportionate share in the land comprising the said building and **TOGETHER WITH** proportionate rights over the common areas, parts, portions, amenities and facilities (in short "**Developer's Allocation**") more fully described in the **FOURTH SCHEDULE** hereunder written. It is specifically mentioned here that the Ultimate Roof/Terrace of the building shall be common of all dwellers including the Land Owners and Developer.

**12.2.1 "Revenue Receipts":** For the purpose of this Agreement "Revenue Receipts" shall mean the amounts received against Booking/Allotment and Transfer of the Units, Parking Space, Commercial Space (if any) and other

Saleable Spaces from time to time including the consideration for Transfer of the Units, Parking Space and other Saleable Spaces which , inter alia, includes price, consideration and others) and any amount on any account received against any Transfer, but the following items shall however be excluded/deducted therefrom, which all shall be collected realized and appropriated by the Developer alone :

- i) Statutory realization, including but not limited to GST (as and when applicable), development charges, betterment fees etc;
- ii) Stamp Duty and Registration Fees if collected from the prospective transferees of Saleable Spaces and other spaces areas rights or benefits at the said Premises;
- iii) Cost of extra work carried out exclusively at the instance of Transferees of Saleable Spaces and other spaces areas rights or benefits at the said Premises;
- iv) Furniture fixture or fittings or any electrical gazettes supplied at the cost and exclusively at the instance of Transferees beyond the specified specification;
- v) Any deposit for Electricity Board or local electricity suppliers, society formation charges, deposits/security received from Transferees of Saleable Spaces and other Spaces areas rights or benefits at the said Premises or for any other mutually decided specified purpose not forming part of consideration for sale/transfer of Saleable Spaces and other spaces areas rights or benefits at the said Property;
- vi) Amounts received from Transferees of Saleable Spaces and other spaces areas rights or benefits at the said Premises on account of or as extras such as on account of generator, transformer and other installations and facilities, procuring electricity, legal charges etc., and also those received ad deposits/advances against rates and taxes, maintenance charges, sinking fund etc;
- vii) Realization of interest from Transferees of Saleable Spaces or else;

viii) Amounts received from Transferees of Saleable Spaces and other spaces areas rights or benefits at the said Premises on account of nomination charges, cancellation charges etc.

**12.2.2 "Saleable Spaces"** for the purpose of this Agreement shall mean the Units (being all the transferable spaces and/or constructed areas in the said Property, be the flats, apartments, covered spaces or the like for use as residence or commercial or any other purpose capable of being independently and exclusively held used occupied and enjoyed by any person and shall include the terrace if any attached to any unit), Parking Spaces, terraces, roofs, with or without any facilities and all other areas at the said Premises capable of being transferred independently or by being added to the area of any Unit (including common areas installations and facilities) or making appurtenant to any Unit or otherwise and shall also include any area, right or privilege at the said Property capable of being commercially exploited or transferred or granted/permited to be used for consideration in any manner;

**12.3 Space Allocation Agreement:** If it is expedient and necessary, the parties hereto shall execute Space Allocation Agreement in respect of their respective allocation as per the Development Agreement.

**13. Authority of Developer in Dealing with Saleable Spaces of its/his allocation etc:**

**13.1 Sale/Transfer of Developer's Allocation :** All Saleable Spaces of Developer's Allocation and other spaces areas rights and benefits within the said Premises shall be sold and transferred to the Transferees exclusively by the Developer and the sale consideration received from the same shall be received solely by the Developer.

**13.2 Transfer in favour of the Transferees:** The Units and Saleable Spaces of the Developer's Allocation in the New Building shall be sold and transferred in favour of the Transferees by initially entering into Agreements for Sale followed by handing over possession to them by the Developer and transferring title by registered Deeds of Conveyance. Both the Land Owners and the Developer shall be parties in all such Agreements and Deeds of Conveyances. In the Agreement for Sale and Deed of

Conveyance/Sale, the Land Owners may be represented by the Developer or its nominee/s as constituted attorney of the Land Owners. However, the execution and registration of the Deed of Conveyances shall be executed in the manner provided hereinafter.

**13.3 Preparation of Documents and Cost of Transfer of Units:** The costs of all agreements and conveyances including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the Transferees. The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance/s shall be prepared by the Developer's Advocate (Advocates).

**13.4 All payments received in respect of any Sale and/or Transfer of the Developer's Allocation shall be on account of the Developer and any refund, damages, penalty, claim or demand (if any) the Transferees shall be the sole liability of the Developer.** The Land Owners will have no obligations under any Agreement for Sale and/or Transfer of constructed areas, either relating to refund, representation or any other warranty given in favour of the intending transferees. The Land Owners will have only the obligation to convey proportionate right title and interest in the land comprised in the said Premises, as is directed/instructed by the Developer from time to time.

**14. Municipal Taxes, B.L. & L.R.O. Taxes and Outgoings:** All Municipal rates, taxes, land revenue and other outgoings of any nature whatsoever or howsoever (collectively "Rates") on the said Premises relating to the period prior to the date hereof shall be borne, paid and discharged by the Land Owners. It is made specifically clear that all rates and outgoing upto the date hereof shall remain the liability of the Land Owners and such dues shall be borne and paid by the Land Owners as and when called upon by any statutory authority or the Developer, without raising any objection thereto.

**14.1 Relating to Period after the Date of this Agreement till completion of the Project :** As from the period hereafter till completion of the Building/s in terms hereof, the Developer shall be liable and responsible for payment of the same and the Land Owners will not be liable therefore unless the Land Owners acquire/purchase any flat/unit etc.

**14.2 Relating to Period after completion:** As from the period after completion of the Project or any part thereof, the liability and responsibility for payment of the Rates and Taxes shall be that of the Transferees and the Land Owners will not be liable therefor unless the Land Owners acquire any flat/unit etc.

**15. Post Completion Maintenance:**

**15.1 Maintenance:** The Developer alone shall be entitled to frame scheme/s for the management and administration of the New Building as the Developer may deem fit and proper without any interference of the Land Owners and the Land Owners will be liable the proportionate share of maintenance charges for their allocations in the Project/Building.

**16. Marketing:**

**16.1 Marketing:** The Developer alone shall be entitled for marketing and sales of the Developer's Allocation and the Land Owners will no concern therewith.

**16.2 Dealing with the Transferees :** The Developer alone shall be entitled to deal with the Transferees regarding the sale, transfer etc. all the Saleable Spaces in the Building forming part of the Developer's Allocation and also for getting the transfer documents prepared and signed, collecting payments, handing over possession, etc.

**17. Extension of Project or Amalgamation of adjacent Property:**

**17.1** That the Land Owners are the joint owners of Premises No. 204, Satyen Roy Road (Postal Premises No. 123, Satyen Roy Road), P. S. - Behala, Kolkata- 700 034, Assessee No. 411201202030, Ward No. 120 of the Kolkata Municipal Corporation AND Premises No. 204A, Satyen Roy Road (Postal Premises No. 123, Satyen Roy Road), P. S. - Behala, Kolkata- 700 034, Assessee No. 411201212502, the Kolkata Municipal Corporation and the said two property is adjacent to each other. The Developer shall develop the two plots of land by amalgamating Premises No. 204 and 204A, Satyen Roy Road, P. S. - Behala, Kolkata- 700 034 and the Land Owners hereby endorsed their full consent to the same.

- 17.2 It is stated here that as and when the Developer intends to add any land adjacent to the schedule lands as part of the Project, the Developer shall be free to do so and enter into such Agreement and arrangements with the adjacent Land Owners. If so required, the Land Owners herein will enter into Supplementary Agreements to facilitate the work of and adding the lands to the scheme of the Project, however, the Developer shall not do any act, deed or thing which shall prejudice the right of the Land Owners under this Agreements with regard to the Land Owners' Allocation.
- 17.3 The Developer shall be entitled to have an access through and over the schedule lands to any adjoining land and the Land Owners will not raise any objection in using or converting a portion of the schedule land into such passage/road/pathway/internal road for access to the adjoining land.
- 17.4 It is understood that from time to time to facilitate the uninterrupted construction of the Project/Building by the Developer, various deeds, matters and things not therein specified may be required to be done by the Developer and for which the Developer may need additional authority of the Land Owners. Further, various applications and other documents may be required to be signed or made by the Land Owners relating to which specific provisions may not have been mentioned therein. The Land Owners 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 Developer for the purpose and the Land Owners also undertake to sign and execute all additional applications and other documents either directly or through the attorney provide that all such acts, deeds, matters and things do not in any way infringe on the rights of the Land Owners and/or go against the spirit of this Agreement.
- 17.5 That Developer herein has made known to the Land Owners that the Developer shall be entitled to acquire and/or enter into arrangements in respect of any other piece or parcel of land adjoining or contiguous to the First and Second Schedule land (hereinafter referred to and called as the additional area and shall be entitled to provide/ integrate/ connect all the facilities and/or utilities existent in the FIRST & SECOND SCHEDULE land and/or the said additional area and/or the project to any new

building and/ or buildings which may be constructed and/or promoted on the said additional area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said in the FIRST & SECOND SCHEDULE land and/or the said additional area and/or the project to the new building and/or buildings which may be constructed and/or built and/or promoted on the in the FIRST & SECOND SCHEDULE land and/or the said additional area and/or the project including drainage, sewerage, transformer, generator, cable ducts, water lines and such other facilities and/or utilizes which are to be provided in the said complex and/or the project as a whole.

**18. Obligations of the Land Owners:**

**18.1 Title not be affected :** The Land Owners will not do or commit to do or cause to be done any act deed matter or thing whereby or by reasons whereof the rights title and interest of the Land Owners to the said Premises or the rights and interest of the Developer under this agreement is affected or prejudiced in any manner whatsoever and, if required, shall answer and comply with all requisitions made by the Transferees (as herein defined) and/or the Banks/Financial Institutions/Lenders associated with the said Premises.

**18.1.1 Encumbrance or Liability found :** Notwithstanding the aforesaid, in case at any time hereafter the said Premises or any part thereof be found to be affected by any encumbrance or any liability be found to be due in respect of the said Premises or any part thereof; then and in such event the Land Owners will be liable at their own costs to have the same cleared and in case the Land Owners fail to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Land Owners with prior intimation to the Land Owners and adjust such costs with interest (if any) from the Land Owners' share of Allocation.

**18.2 Approvals and Sanction Plan:** The application for sanction of Building Plans and also application for all other Land related approvals shall be made in the name of the Land Owners by the Developer.

**18.3 No Dealing with the said Property :** The Land Owners hereby covenant not to sell, transfer, assign, let out, grant lease, mortgage, charge or otherwise deal with or dispose of the said Premises or any portions thereof save and except with the prior written consent of the Developer. Change in ownership control and management of the Land Owners shall be deemed to be assignment under this clause save as amongst the legal heirs of the Land Owners.

**18.4 Documentation and Information:** The Land Owners undertake to provide the Developer with any and all documentation and information relating to the said Premises and each of them as may be required by the Developer from time to time, including relating to its/their title and the representations made herein.

**18.5 No obstruction in Construction:** The Land Owners hereby covenants not to cause any interference or hindrance in the construction of the New Building.

**18.6 No Obstruction in Dealing with Developer's Allocation :** The Land Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of the Developer's Allocation and other spaces areas rights and benefits within the said Premises /Project.

**18.7 Execution of Deeds in favour of Transferees:** The Land Owners will from time to time, as and when required by and at the request of the Developer, execute and register sale/transfer deed or deeds or other documents of transfer for sale, transfer or disposal of Developer's Allocated portion and rights and benefits in the Project at the said Premises together with or independent of or independently the land comprised in the said Premises attributable thereto and/or earmarked therefor in favour of the respective Transferees thereof without raising any objection whatsoever. In the event of the Land Owners failing and/or refusing to execute such sale/transfer deeds and other documents of transfer despite 7 (seven) days' notice being given to the Land Owners, the Developer and/or its nominee/s shall be entitled to execute the same for and on behalf of and as the attorney/agent of the Land Owners. All costs and expenses for execution and registration

of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferees.

**18.8 Co-operation with Developer:** The Land Owners undertakes to fully co-operate with the Developer for development of the said Premises.

**18.9 Adherence by Land Owner:** The Land Owners have assured the Developer that they shall adhere to this Agreement and comply with its terms and conditions.

**18.10 Act in Good Faith:** The Land Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.

**18.11 Compliance with Law:** The Land Owners hereby agree and covenant with the Developer to comply with the provisions of the law applicable to ownership of the Land and transfer of the New Building.

**19. Obligations of the Developer:**

**19.1 Ensure for completion of the building:** The Developer shall ensure that he/it will construct and complete the New Building within due time and handover the Owners' Allocation to the Land Owners.

**19.2 No additional Liability:** The Developer shall not cast any liability on the Land Owners in excess of those herein agreed.

**19.3 Compliance with Law:** The Developer hereby agrees and covenants with the Land Owners to comply with the provisions of the Law applicable to building, development, construction and transfer of the New Building. The Developer shall solely remain liable for breach of any provision of law.

**19.4 Adherence by Developer:** The Developer has assured the Land Owners that he/it will adhere to this Agreement and comply with its terms and conditions.

**19.5 Execution of Sale Deeds in favour of Transferees:** The Developer shall execute all deeds, documents, agreements and conveyances in strict adherence to the terms and conditions recorded herein.

**19.6 Act in Good Faith:** The Developer undertakes to act in good faith towards the Land Owners (and any appointed and/or designated representatives) so long the same concerns the delivery of possession of the Owners' Allocation to be made to the Land Owners under this Agreement.

**19.7 No liability due to any accident etc.** The Developer hereby agrees and covenants with the Land Owners that the Land Owners are not put to any liability for loss claim or damage arising during the course of construction work due to any accident, mishap, damage etc. to person or persons at the said Premises.

**19.8 No Assignment:** The Developer hereby covenants not to transfer, assign or otherwise deal with or dispose of the development rights conferred hereunder save and except with the prior written consent of the Land Owners.

**20. Defaults & Termination:**

**20.1 Owner's Default :** In the event that the Land Owners commits any default or breach with respect to removing encumbrances over the said Premises, and/or clearing any outstanding dues pertaining to the said Premises, and/or handing over the possession of the said Premises, and/or violates any terms and conditions of the instant agreement and fails to correct the same within 15 (fifteen) days of receiving a notice from the Developer, the Developer may, at his/its discretion, remove such obstacles as necessary at the cost and expenses of the Land Owners. Till such time the payment is received by the Developer, the entirety of the said Premises shall remain charged with the Developer and the Land Owners shall be restrained from disposing, alienating, transferring or dealing with the said Premises such that the rights of the Developer under this Agreement may be adversely affected. Provided nothing in this clause shall affect the right of the Developer to terminate the agreement and in that event of such termination, the Developer shall be entitled to receive the refund of the sums paid by the Developer under the Scheme of Development Agreement including the cost of the work of progress together with an interest at the prevailing bank rate.

**20.2 Developer's Default:** Save and except cases of force majeure, where the Developer commits any default in transferring the Owners' Allocation in accordance with clause mentioned hereinabove and fails to ratify the same within 15 days of receiving a notice from the Land Owners, the Land Owners shall issue a letter regarding the extension of time for a further period of 6 (six) months, and if the Developer failed to do so, in that event the Developer shall be entitled to pay at banking rate of interest to the Land Owners. However, under no circumstances the Land Owners shall not be entitled to terminate the Agreement on the ground of such default.

**21. Miscellaneous:**

**21.1 Developer to Receive Additional Payments and Deposits :** The Developer shall be entitled to receive in respect of the entire New Buildings all additional charges, expenses and/or deposit including for corpus deposit, formation of the Maintenance Company, Common Expenses, Municipal Tax, Land Revenues, supply of electricity, purchase and installation of generator, electric and water supply connections, additional work and amenities that may be provided, charges, out-pocket expenses and fees payable for changes/regularization/completion under the Building Rules. The Land Owners will neither have any right nor any liability regarding the same.

**21.2 No Partnership:** The Land Owners and the Developer have entered into this Agreement purely as a contract 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.

**21.3 No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

**21.4 Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Land Owners. Further, various applications and other documents may be required to be signed or made by the Land Owners relating to

which specific provisions may not have been made herein. The Land Owners 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 Developer for such purposes and the Land Owners also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

- 21.5 **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.
- 21.6 **Name of the New Buildings:** The name of the Project/New Buildings shall be decided by the Developer in his/its sole discretion and the Land Owners will not have any say with regard thereto.
- 21.7 **Essence of the Agreement:** Time and payment for this purpose is the essence of this Agreement.
- 21.8 **Duty to Disclose:** The Developer shall disclose this Agreement to buyers/transferees of saleable spaces and the lending banks and financiers. The Developer shall also provide the standard agreement for sale for the project to the Land Owners at least 15 Days prior to commencing booking at the said Project.

22. **Force Majeure:**

- 22.1 **This agreement is subject to Force Majeure.** The term 'Force Majeure' shall mean and include without limitation, any act of nature, fire, flood, war and other hostilities, civil unrest, covid-19 situation, government acts, regulations or any other circumstances beyond the reasonable control of the affected parties.
- 22.2 In case of force majeure, the party so affected shall issue written notice to the other party stating the nature of obstruction that causing the delay in performance and on mutual understanding the party so affected will be excused from the performance of its obligations until such force majeure is removed.

**23. Indemnities:**

23.1 Each Party doth hereby indemnifies and covenants to keep the other party indemnified save and harmless against all losses, damages, costs, claims, demands etc. that may arise or be suffered by the other party arising out of any default or breach being committed by the defaulting party in respect of any obligation required to be performed by the defaulting party in terms of this Agreement or in case of any representation assurance warranty etc., of the defaulting party being found to be untrue false incorrect or misleading;

**24. Entire Agreement:**

24.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/ correspondence and agreements between the Parties, oral implied.

**25. Reservation of Rights:**

25.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

25.2 **Forbearance:** No forbearance; indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

25.3 **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

**26. Amendment/Modification:**

26.1 **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.

**27. Notice:**

**27.1 Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified in writing by each party from time to time).

**27.2 Time of Service:** Any such notice or other written communication shall be deemed to have been served.

**27.2.1 Personal Delivery:** If delivered personally, at the time of delivery.

**27.2.2 Registered Post :** If sent by prepaid recorded delivery or registered post or courier service, on the 4<sup>th</sup> day of handing over the same to the postal authorities/service provider.

**27.2.3 Facsimile:** If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

**27.3 Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

**27.4 Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by e-mail or any other form of communication.

**28. Rules of Interpretation:**

**28.1 Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute,

statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replace by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including reference to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

**28.2 Number:** In this Agreement, any reference to singular includes plural and vice- versa.

**28.3 Gender:** In this Agreement, words denoting any gender including all other genders.

**28.4 Party:** In this Agreement, any reference to a Party is to a Party to this Agreement.

**28.5 Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the Schedules form part of and are deemed to be incorporated in this Agreement.

**28.6 Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**28.7 Headings:** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO :

**ALL THAT** piece and parcel of measuage, tenement, hereditaments and Bastu land admeasuring about 2040 Sq. Ft. be the same a little more or less out of 4.50 Cottahs together with brick walled R.T. Shed structure thereon admeasuring 200 Sq. Ft. (more or less) being **Premises No. 204, Satyen Roy Road** (Postal Premises No. 123, Satyen Roy Road), **Police Station- Behala**, comprised in Mouza- Behala, J. L. No. 102 (formerly J. L. No. 2), R.S. No. 83, Touzi No. 346, R.S. Dag No. 7557 corresponding to L.R. Dag No. 7557/7679, R.S. Khatian No. 263, appertaining to L.R. Khatian No. 10416 (formerly L.R. Khatian Nos. 98, 116, 138, 183, 313 and 455) **Kolkata- 700 034** now within the ambit of the **Kolkata Municipal Corporation Ward No. 120, Assessee No. 411201202030, District- South 24 Parganas** and the said Premises is butted and bounded as follows :-

|                        |   |  |
|------------------------|---|--|
| <b>ON THE NORTH BY</b> | : | By Premises No. 204A, Satyen Roy Road; |
| <b>ON THE SOUTH BY</b> | : | By Satyen Roy Road;                    |
| <b>ON THE EAST BY</b>  | : | By House of Sonatan Das;               |
| <b>ON THE WEST BY</b>  | : | - 4' wide Private Passage.             |

THE SECOND SCHEDULE ABOVE REFERRED TO :

**ALL THAT** piece and parcel of Bastu land measuring about 1200 Sq. Ft. (demarcated North-Western side) out of 4½ Cottahs be the same a little more or less together with brick walled R.T. Shed structures admeasuring 200 Sq. Ft. (more or less) standing thereon lying situate at and being Kolkata Municipal Corporation **Premises No. 204A, Satyen Roy Road** (Postal Premises No. 123, Satyen Roy Road), **Police Station- Behala**, comprised in Mouza- Behala, J. L. No. 102 (formerly J.L. No. 2), R.S. No. 83, R.S. Dag Nos. 7557, L.R. (Hal) Dag No. 7557/7679, R.S. Khatian No. 263 corresponding to L.R. (Hal) Khatian Nos. 10323 (previous to L.R. (Hal) Khatian No. 98, 116, 138, 183, 313 and 455) now within the ambit of the **Kolkata Municipal Corporation Ward No. 120, Assessee No. 411201212502, District- South 24 Parganas** and the said Premises is butted and bounded as follows :-

|                        |   |  |
|------------------------|---|--|
| <b>ON THE NORTH BY</b> | : | Land & House of Mr. Sanatan Das;                             |
| <b>ON THE SOUTH BY</b> | : | Premises No. 204, Satyen Roy Road;                           |
| <b>ON THE EAST BY</b>  | : | Premises No. 204, Satyen Roy Road;                           |
| <b>ON THE WEST BY</b>  | : | 4' wide Private Passage & Premises No. 121, Satyen Roy Road. |

**: THE THIRD SCHEDULE ABOVE REFERRED TO :**

**(Owner's Allocation)**

The Land Owners shall be entitled free of cost 50% (Fifty Percent) share of the total constructed area of the building as per building sanction plan which includes 100% constructed area on the First Floor (i.e. the entire First Floor), 50% share of constructed area of the Third Floor (Eastern side) and 50% constructed area in the Ground Floor (Eastern side) **TOGETHER WITH** undivided proportionate share of the land **TOGETHER WITH** undivided proportionate right over the common areas, parts, portions, amenities and facilities (in short **Land Owners' Allocation**") more fully described in the **SECOND SCHEDULE** hereunder written. Apart from that the Developer will pay to the Land Owner a sum of Rs.1,00,000/- (Rupees One Lakh) only as consideration money for development of the said Premises.

**: THE FOURTH SCHEDULE ABOVE REFERRED TO:**

**(Developer's Allocation)**

Subject to the restrictions contained in this agreement and without in any manner affecting the same the Developer is entitled to remaining constructed Space i.e. remaining 50% share of the constructed area in the building which includes 100% share of the Second Floor (i.e. the entire Second Floor), 50% share of the constructed area in the Third Floor (Western side) and 50% share of the constructed area in the Ground Floor (Western side) of the proposed building to be constructed as per the building sanction plan **TOGETHER WITH** undivided proportionate share in the land and in the common parts and facilities and **TOGETHER WITH** also right of user of the roof in common with other dwellers of the building as attributable thereto forming part of the Developer's Allocation and shall be entitled to enter into agreement for sale and transfer and/or lease in respect of the Developer's Allocation with any prospective buyer or buyers, transferees or transferees at such consideration and on such terms and conditions as the Developer shall deem fit and proper for which no further consent of the Owner shall be required and it is being expressly agreed and understood that if at any time the Developer requires the consent of the Owner in any matter/s, the Owners shall sign and execute such agreements, deeds, indentures, papers and documents as may be necessary or be required.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :**

**(Common Areas and Common Facilities)**

1. Land on which the said building is located, all easements, right and appurtenants belonging to the said land the Building;
2. Staircase on all the Floors;
3. Stair landing on all the Floors;
4. Common passage and lobby on the Ground Floor excepting for parking space area, if any;
5. Water Pump, underground and overhead water reservoir, water tank, pipes and other common plumbing installations;
6. Electrical installation and fittings (excluding those as are installed for any particular Unit/Flat);
7. Water and Sewerage evacuation pipes from the Flat/Unit to drains and sewers common to the said Premises;
8. Drainage and sewers from the building to the Corporation Ducts;
9. Pump House;
10. Boundary walls and main gates;
11. Ventilation duct;
12. Such other common parts areas equipments installations fixtures fittings covered and open space in or about the said Premises and/or the building as are necessary for passage to or use and occupancy of the Flats/Units as are necessary.

**THE SIXTH SCHEDULE ABOVE REFERRED TO :**

**(Common expenses to be borne proportionately with other Co-owners including the Owners in the Proposed three storied Building)**

1. **MAINTENANCE:** All expenses for cleaning, sweeping, maintaining, white washing, painting, repairing, renovating and replacing including sanitary and plumbing;

2. **OPERATION:** All expenses for running and operating all machineries, equipment and installation in common parts including water pump with motor and lighting the common areas, generator if any, including the cost of repairing.
3. **INSURANCE:** Insurance premium against fire, riot, strike, malicious damage, earth quake etc, risks covering the said flat and the said Building.
4. **MUNICIPAL LAND REVENUE AND OTHER TAXES:** All municipal land revenue and other taxes and outgoing that may be from time to time levied against the land and/or building including water charges ;
5. **STAFF:** The salaries and all other expenses for the staff employee or to be employed for common purpose including their bonus, if any and other emoluments benefits;
6. **FLAT OWNERS ASSOCIATION:** Establishment and all establishment and miscellaneous expenses of the Building or any agency of them looking after common purpose until handing over the same to the Association upon completion of Sale and registration at all the flats in the said Building to the respective purchaser and others ;
7. **RESERVE:** Creation of funds for replacement, renovation and/or periodic expenses;
8. **OTHER:** All other expenses and/or outgoing including litigation expenses as may be incurred by the Developer.

**:SEVENTH SCHEDULE ABOVE REFERRED TO:**

**CONSTRUCTION SPECIFICATION :**

|    |                          |  |
|----|--------------------------|--|
| 1. | <b>SUPER STRUCTURE :</b> | As per KMC Sanction Plan   |
| 2. | <b>DOOR &amp; WINDOW</b> | All doors would be flush doors made of commercial ply and Door Frames made of Sal Wood, Main Door would be fitted with Godrej Night Latch Lock. All windows would be made of natural colour aluminium sliding with plain white glass. All doors would be painted with white enamel paint. Apparatus. |
| 3. | <b>FLOORING :</b>        | All rooms, dining-living flooring would be finished with Vitrified tiles with 4" skirting and Bath rooms, Kitchen & Balcony (if any) flooring would be finished with Ceramic tiles. The walls of the   |

|     |                                  |   |
|-----|----------------------------------|---|
|     |                                  | Toilet/Bathroom would be finished with White Glazed tiles upto Door height.   |
| 4.  | <b>SANITARY &amp; PLUMBING :</b> | Standard Toilet would be provided with C.P. Shower, one commode/Indian type Pan (Hindware) with P.V.C. Cistern (all white colour) and in W.C. there would be only one tap. (All taps & C.P. fittings of "Marc" base model). There would be concealed line and geyser line. There would be only 1 (One) basin White Colour (18"X12" Hindware base model) in each flat.   |
| 5.  | <b>KITCHEN :</b>                 | Green Marble Top, Stainless Steel Sink (17"X20"), Ceramic tiles flooring, Glazed Tiles upto 2 Ft. above marble counter.   |
| 6.  | <b>ELECTRICAL WIRING :</b>       | <p>A) Concealed wiring in all flats (Copper Electrical wire-FINOLEX)/HAVELLS)</p> <p>B) Each Flat will be provided with the following electrical points (All modular type product of "HAVELLS")</p> <ul style="list-style-type: none"> <li>i) <b>Bed Rooms:</b> 2 Light Points, 1 Fan Point, 1 Plug Point (5 Amp.)</li> <li>ii) <b>Dining/Drawing:</b> 2 Light Points, 1 Fan Point, 1 Plug Point (15 Amp.) 1 T.V. Power Point, 1 Cable Point without wire.</li> <li>iii) <b>Kitchen:</b> 1 Light Point, 1 Exhaust Fan point, 1 Plug Point (15 Amp.)</li> <li>iv) <b>Toilet:</b> 1 Light Point, 1 Exhaust Fan Point.</li> <li>v) <b>Verandah (if any):</b> 1 Light Point.</li> <li>vi) <b>W.C.(Toilet):</b> 1 Light Point, 1 Exhaust Fan point.</li> <li>vii) <b>Entrance:</b> 1 Door Bell Point.</li> </ul> |
| 7.  | <b>WATER :</b>                   | Underground Water Tank and Overhead Water Tank is to be constructed for supply of Water (24 hours) supplied by the Kolkata Municipal Corporation.   |
| 8.  | <b>PAINTING :</b>                | Putty of Paris inside Walls ;   |
| 9.  | <b>OUTSIDE PAINTING :</b>        | Weather coat 2 Coats painting.  |
| 10. | <b>RAILING OF STAIRCASE</b>      | Railing of Iron.  |
| 11. | <b>STAIRCASE PAINTING :</b>      | Putty.  |

**NOTE : Be it noted here that if any Extra Work done by the by Developer other than the above mentioned specifications, the cost, changes and expenses in respect of the same will be borne and paid by the Transferee.**

THE EIGHTH SCHEDULE ABOVE REFERRED TO :

P A R T - I

(Devolution of Title in respect of FIRST SCHEDULE property)

- A) By a registered Deed of Sale one Smt. Shanta Mani Dasi wife of Late Dwarika Nath Naskar purchased of ALL THAT piece and parcel of land measuring about 3 (Three) Bighas 14 (Fourteen) Chittacks be the same a little more or less out of 7 (Seven) Bigha 8 (Eight) Cottahs (more or Less) lying and situate at Mouza- Behala, J.L. No. 2, Re. Sa. No. 83 comprised in Dag Nos. 7560, 7561, 7557 and 7559 under Khatian No. 263, Police Station- Behala, District- 24 Parganas.
- B) By a registered Deed of Sale written in Bengali Language dated 14.1.1920 the said Smt. Shanta Moni Dasi and her husband Dwarika Nath Naskar sold and transferred land measuring 13.50 Cottahs equivalent to 22 Sataks (more or less) to and in favour of Mangala Moyee Dasi for the valuable consideration mentioned therein.
- C) The said Mangala Moyee Dasi got her name mutated and recorded in the Settlement records of the Block Land & Land Reforms office in respect of the above land measuring 13.50 Cottahs equivalent to 22 Sataks under Khatian No. 263 in respect of Dag No. 7557.
- D) The said Mangala Moyee Dasi was while in peaceful possession and enjoyment of the above land, by a registered Deed of Sale sold and transferred 6 (Six) Cottahs to Sri Sarada Prasad Bhattacharya and by another Deed of Sale sold land measuring 3 (Three) Cottahs to Sri Sanatan Das and retained land measuring 4.50 Cottahs for her residence.
- E) The said Smt. Mangala Moyee Dasi by a registered Deed of Sale dated 16.6.44 sold ALL THAT the land measuring 4½ Cottahs alongwith building and structure thereon to one Sri Manmatha Nath Manna.
- F) By a registered Deed of Sale dated 6.1.1945 the said Manmatha Nath Manna sold and transferred the said land measuring 4½ Cottahs along with building and structure standing thereon to and in favour Sri Dharendra Nath Mukhopadhyay, son of Late Abhay Charan Mukhopadhyay.

G) By a registered Deed of Sale written in Bengali language dated 6<sup>th</sup> March, 1946 corresponding to 22<sup>nd</sup> Falgun 1352 B.S., registered in the Office of the Joint Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 9, Pages 121 to 125, Being No. 326 for the year 1946, the said Dhirendra Nath Muykhopadhyay for the valuable consideration therein mentioned sold, transferred, conveyed, assigned and assured of **ALL THAT** piece and parcel of bastu land measuring about 4½ Cottahs be the same a little more or less out of 13.50 Cottahs (more or less) (equivalent to 22 decimals) alongwith with brick built and tin shed structure lying and situate at District-South 24 Parganas, Thana and Sub- Registry Office-Behala, Pargana- Balia, under South Suburban Municipality, Touzi No. 346, in Mouza- Behala, J.L. No. 2, Re. Sa. No. 83 comprised in Dag No. 7557 under Khatian No. 263 more fully and particularly mentioned and described in the Schedule therein to and in favour of Sri Annada Charan Datta son of Late Uma Charan Datta of 15/2B, Shankharipara Road, Calcutta free from all encumbrances.

H) The said Annada Charan Dutta while in peaceful possession and enjoyment of the above land died intestate in the year 1953 leaving behind surviving his six sons namely Anadi Charan Dutta, Abhay Charan Dutta, Adhir Kumar Dutta, Anil Baran Dutta, Atul Chandra Dutta and Arun Kumar Dutta and none else as his heirs and legal representatives who jointly inherited the aforesaid property Left by Late Annada Charan Dutta each having undivided 1/6<sup>th</sup> share as per law of inheritance.

I) By a registered Deed of Sale written in Bengali Language dated 17.11.1979, registered in the Office of the District Sub-Registrar, Alipore 24 Parganas and has been recorded in Book No. I, Volume No. 134, Pages 201 to 205, Being No. 6201 for the year 1979 the said Anadi Charan Dutta, Abhay Charan Dutta, Adhir Kumar Dutta, Anil Baran Dutta, Atul Chandra Dutta and Arun Kumar Dutta for the valuable consideration therein mentioned jointly sold and transferred land measuring 1200 Sq. Ft. (demarcated North-Western side) out of 4½ Cottahs i.e. 3240 Sq. Ft. (more or less) more fully described in the Schedule therein to and in favour of Sri Dulal Kumar Mitra son of Late Santosh Kumar Mitra of 32, Ijjatulla Lane, Calcutta- 33 the Ownersherein absolutely and forever and free from all

encumbrances and retained the remaining land measuring 2040 Sq. Ft. (more or less).

- J) The said Anadi Charan Dutta one of the joint Owners of the aforesaid property died intestate in the Year 1993 leaving behind him surviving his wife Hena Rani Dutta. Thereafter the said Hena Rani Dutta also died intestate issueless in the year 2002 and upon her demise her undivided 1/6<sup>th</sup> share of the above property devolved upon the heirs of her husband namely Atul Chandra Dutta and Arun Kumar Dutta.
- K) Adhir Kumar Dutta one of the joint owners of the aforesaid property died intestate in the year 1994 leaving behind his only son namely, Sri Amiya Kumar Dutta who inherited undivided 1/6<sup>th</sup> right, title and interest and share in the said property. Be it mentioned herein that wife of Anil Baran Dutta died intestate leaving behind her surviving her son Sri Amiya Kumar Dutta and none else as her heir and legal representatives.
- L) Anil Baran Dutta one of the joint owners of the aforesaid property died intestate in the year 1996 leaving behind him surviving his wife Smt. Krishna Dutta, three sons namely Sri Arup Kumar Dutta, Sri Amit Kumar Dutta and Sri Arindam Dutta who jointly inherited the undivided 1/6<sup>th</sup> right, title and interest and share in the said property that the said Anil Baran Dutta died possessed of.
- M) Abhoy Charan Dutta one of the joint Owners of the aforesaid property died intestate in 2001 leaving behind his son namely Sri Aloke Kumar Dutta who inherited the undivided 1/6<sup>th</sup> right, title and interest and share in the said property left by Late Anil Baran Dutta. Be it mentioned herein that wife of Abhoy Charan Dutta died intestate leaving behind her surviving her son Sri Aloke Kumar Dutta.
- N) By an Indenture dated 14<sup>th</sup> May, 2004 the said (1) Sri Atul Chandra Dutta, son of Late Annada Charan Dutta, (2) Sri Arun Kumar Dutta, son of Late Annada Charan Dutta, (3) Smt. Krishna Dutta, wife of Late Anil Baran Dutta, (4) Sri Arup Kumar Dutta, (5) Sri Amit Kumar Dutta, (6) Sri Arindam Dutta, all sons of Late Anil Baran Dutta, (7) Sri Aloke Kumar Dutta, son of Late Abhoy Charan Dutta and (8) Sri Amiya Kumar Dutta, son of Late Adhir Kumar Dutta therein jointly referred to as the Vendors of

the One Part and Smt. Manju Mitra, wife of Sri Dulal Mitra, therein referred to as the Purchaser of the Other Part, the said Atul Chandra Dutta and others for the valuable consideration therein mentioned sold, transferred, conveyed, assigned and assured of **ALL THAT** piece and parcel of measuage, tenement, hereditaments and bastu land admeasuring about 2040 Sq. Ft. be the same a little more or less, together with brick walled R.T. Shed structure measuring 200 Sq. Ft. standing thereon being Premises No. 204 Satyen Roy Road (Postal Premises No. 123, Satyen Roy Road), Police Station- Behala, comprised in Mouza- Behala, J. L. No. 102 (formerly J. L. No. 2), R.S. Dag No. 7557 corresponding to L.R. Dag No. 7557/7679, R.S. Khatian No. 263, appertaining to L.R. Khatian Nos. 98, 116, 138, 183, 313 and 455, Kolkata- 700 034 under Ward No. 120 of the Kolkata Municipal Corporation more fully described in the Schedule therein to and in favour of Smt. Manju Mitra free from all encumbrances and the said Indenture was registered in the Office of the District Sub- Registrar-II, Alipore, South 24 Parganas and has been recorded in Book No. I, Volume No. 492 pages 509 to 04546 for the year 2006.

O) By virtue of the above Deed and by paying the relevant rates and taxes the said Manju Mitra duly got her name mutated and recorded in the Assessment record of the Kolkata Municipal Corporation after mutated the said property known and numbered as Kolkata Municipal Corporation Premises No. 204, Satyen Roy Road (Postal Premises No. 123, Satyen Roy Road), P.S.- Behala, Kolkata- 700 034 under Ward No. 120 of the Kolkata Municipal Corporation bearing Assessee No. 411201202030 and enjoy the same by constructing building and structures thereon. It is to be noted here that as per K.M.C. record the land area is 2 (Two) Cottahs 13 Chittacks and 15 Sq. Ft. (more or less)

P) That certain mistakes and inaccuracies have accidentally and inadvertently crept in the recitals and Schedule of the above Deed 04546 for the year 2006 and accordingly by a Deed of Declaration dated 6<sup>th</sup> day of January, 2022, registered in the Office of the District Sub Registrar-II, Alipore, South 24 Parganas, in Book No. IV, Volume No. 1602-2022, Pages 58 to 73, Being No. 160200002 for the year 2022 rectified the mistakes.

Q) The said Manju Mitra also duly got his name mutated and recorded in respect of the above land in the records of the Block Land & Land Reforms Officer, Behala bearing L.R. (Hal) Khatian No. 10416 and is paying rates and taxes regularly.

R) The said Manju Mitra while in peaceful possession and enjoyment died intestate on 11.04.2022 leaving behind her surviving her husband Sri Dulal Kumar Mitra and one married daughter Smt. Durba Mitra Guha as her only legal heirs and representative who jointly inherited the above property left by Late Manju Mitra as per Hindu Succession Act, 1956 each having undivided 1/2th share.

S) Thus, the said Sri Dulal Kumar Mitra and Smt. Durba Mitra Guha, the Owners herein jointly seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** piece and parcel of measuage, tenement, hereditaments and Bastu land admeasuring about 2040 Sq. Ft. be the same a little more or less, together with brick walled R.T. Shed structure admeasuring 200 Sq. Ft. (more or less) thereon situate lying at and being Kolkata Municipal Corporation **Premises No. 204, Satyen Roy Road** (Postal Premises No.-123, Satyen Roy Road), **Police Station- Behala**, comprised in **Mouza- Behala**, J. L. No. 102 (formerly J. L. No. 2), R.S. No. 83, Touzi No. 346, R.S. Dag No. 7557 corresponding to L.R. Dag No. 7557/7679, R.S. Khatian No. 263, appertaining to L.R. Khatian No. 10416 (formerly L.R. Khatian Nos. 98, 116, 138, 183, 313 and 455) Kolkata-700 034 now within the ambit of the Kolkata Municipal Corporation Ward No. 120, **Assessee No. 411201202030**, District- South 24 Parganas free from all encumbrances.

#### P A R T- II

##### **(Devolution of Title in respect of SECOND SCHEDULE property)**

A) By a registered Deed of Sale one Smt. Shanta Mani Dasi wife of Late Dwarika Nath Naskar purchased **ALL THAT** piece and parcel of land measuring about 3 (Three) Bighas 14 (Fourteen) Chittacks be the same a little more or less out of 7 (Seven) Bigha 8 (Eight) Cottahs (more or Less) lying and situate at Mouza- Behala, J.L. No. 2, Re. Sa. No. 83 comprised in

Dag Nos. 7560, 7561, 7557 and 7559 under Khatian No. 263, Police Station- Bchala, District- 24 Parganas.

- B) By a registered Deed of Sale written in Bengali Language dated 14.1.1920 the said Smt. Shanta Moni Dasi and her husband Dwarika Nath Naskar sold and transferred land measuring 13.50 Cottahs equivalent to 22 Sataks (more or less) to and in favour of Mangala Moyee Dasi for the valuable consideration mentioned therein.
- C) The said Mangala Moyee Dasi got her name mutated and recorded in the Settlement records of the Block Land & Land Reforms office in respect of the above land measuring 13.50 Cottahs (more or less) equivalent to 22 Sataks under Khatian No. 263 in respect of Dag No. 7557.
- D) The said Mangala Moyee Dasi was while in peaceful possession and enjoyment of the above land, by a registered Deed of Sale sold and transferred 6 (Six) Cottahs to Sri Sarada Prasad Bhattacharya and by another Deed of Sale sold land measuring 3 (Three) Cottahs to Sri Sanatan Das and retained land measuring 4.50 Cottahs for her residence.
- E) The said Smt. Mangala Moyee Dasi by a registered Deed of Sale dated 16.6.44 sold ALL THAT the land measuring 4½ Cottahs alongwith building and structure thereon to one Sri Manmatha Nath Manna.
- F) By a registered Deed of Sale dated 6.1.1945 the said Manmatha Nath Manna sold and transferred the said land measuring 4½ Cottahs (more or less) along with building and structure standing thereon to and in favour Sri Dhirendra Nath Mukhopadhyay, son of Late Abhay Charan Mukhopadhyay.
- G) By a registered Deed of Sale written in Bengali language dated 6<sup>th</sup> March, 1946 corresponding to 22<sup>nd</sup> Falgun 1352 B.S., registered in the Office of the Joint Sub-Registrar, Alipore, recorded in Book No. I, Volume No. 9, Pages 121 to 125, Being No. 326 for the year 1946, the said Dhirendra Nath Muykhopadhyay for the valuable consideration therein mentioned sold, transferred, conveyed, assigned and assured of **ALL THAT** piece and parcel of bastu land measuring about 4½ Cottahs be the same a little

more or less out of 13.50 Cottahs (i.e. 22 decimals) alongwith with brick built and tin shed structure admesuring 200 Sq. Ft. lying and situate at District-South 24 Parganas, Thana and Sub- Registry Office- Behala, Pargana- Balia, under South Suburban Municipality, Touzi No. 346, in Mouza- Behala, J.L. No. 2, Re. Sa. No. 83 comprised in Dag No. 7557 under Khatian No. 263 more fully and particularly mentioned and described in the Schedule therein to and in favour of Sri Annada Charan Datta son of Late Uma Charan Datta of 15/2B, Shankharipara Road, Calcutta free from all encumbrances.

H) The said Annada Charan Dutta while in peaceful possession and enjoyment of the above land died intestate in the year 1953 leaving behind surviving his six sons namely Anadi Charan Dutta, Abhay Charan Dutta, Adhir Kumar Dutta, Anil Baran Dutta, Atul Chandra Dutta and Arun Kumar Dutta and none else as his heirs and legal representatives who jointly inherited the aforesaid property Left by Late Annada Charan Dutta each having undivided 1/6<sup>th</sup> share as per law of inheritance.

I) By a registered Deed of Sale written in Bengali Language dated 17.11.1979, registered in the Office of the District Sub-Registrar, Alipore 24 Parganas and has been recorded in Book No. I, Volume No. 134, Pages 201 to 205, Being No. 6201 for the year 1979, the said Anadi Charan Dutta, Abhay Charan Dutta, Adhir Kumar Dutta, Anil Baran Dutta, Atul Chandra Dutta and Arun Kumar Dutta for the valuable consideration therein mentioned jointly sold and transferred land measuring 1200 Sq. Ft. (demarcated North-Western side) out of 4½ Cottahs more fully described in the Schedule therein to and in favour of Sri Dulal Kumar Mitra son of Late Santosh Kumar Mitra of 32, Ijjatulla Lane, Calcutta- 33 the Principal No. 1 herein absolutely and forever and free from all encumbrances.

J) By virtue of the above Deed and by paying the relevant rates and taxes the said Dulal Kumar Mitra duly got his name mutated and recorded in the Assessment Roll of the Kolkata Municipal Corporation and after mutated the said property known and numbered as Kolkata Municipal Corporation Premises No. 204A, Satyen Roy Road (Postal Premises No. 123, Satyen Roy

Road), P.S.- Behala, Kolkata- 700 034 under Ward No. 120 of the Kolkata Municipal Corporation bearing Assessee No. 411201212502 and enjoy the same by constructing building and structures thereon.

- K) That certain mistakes and inaccuracies have accidentally and inadvertently crept in the recitals and Schedule of the above Deed 6201 for the year 1979 and accordingly by a Deed of Declaration dated 6<sup>th</sup> January, 2022, registered in the Office of the District Sub Registrar-II, Alipore, South 24 Parganas, in Book No. IV, Volume No. 1602-2022, Pages 44 to 57, Being No. 160200003 for the year 2022 rectified the mistakes.
- L) The said Dulal Kumar Mitra also duly got his name in respect of the above land in the records of the Block Land & Land Reforms Officer, Behala bearing L.R. (Hal) Khatian No. 10323 and is paying rates and taxes regularly.
- M) Thus, the said Sri Dulal Kumar Mitra, the Principal/Grantor No. 1 herein absolutely seized and possessed of and/or otherwise sufficiently entitled to ALL THAT piece and parcel of land measuring about land measuring 1200 Sq. Ft. (demarcated North-Western side) out of 4½ Cottahs be the same a little more or less together with R.T. shed structures admeasuring 200 standing thereon lying situate at and being Kolkata Municipal Corporation Premises No. 204A, Satyen Roy Road (Postal Premises No. 123, Satyen Roy Road), Police Station- Behala, comprised in Mouza- Behala, J. L. No. 102 (formerly J.L. No. 2), R.S. No. 83, R.S. Dag Nos. 7557, L.R. (Hal) Dag No. 7557/7679, R.S. Khatian No. 263 corresponding to L.R. (Hal) Khatian No. 10323 (previous to L.R. (Hal) Khatian No. 98, 116, 138, 183, 313 and 455) now within the ambit of the Kolkata Municipal Corporation Ward No. 120, District- South 24 Parganas free from all encumbrances;
- N) By a registered Deed of Gift dated 28<sup>th</sup> day of April, 2023, registered in the Office of the District Sub-Registrar-III, Alipore, South 24 Parganas, in Book No. I, Being No. 05579 for the year 2023 and made between the said Sri Dulal Kumar Mitra therein referred to as the Donor of the One Part and **SMT. DURBA MITRA GUHA** daughter of Sri Dulal Mitra alias Dulal Kumar



Mitra and wife of Sri Aniruddha Guha residing at 9/8, Uday Sankar Sarani, MIG-2, Phase-2, Post Office & Police Station- Jadavpur, now Golf Green, Kolkata- 700 095, District- South 24 Parganas, in the State of West Bengal, India, therein referred to as the Donee of the Other Part, the said Dulal Kumar Mitra out of his natural love and affection transferred by way of gift of **ALL THAT** piece and parcel of bastu land measuring about 300 Sq. Ft. (more or less) out of land measuring about 1200 Sq. Ft. be the same a little more or less together with R.T. shed structures standing admeasuring 50 Sq. Ft. out of 200 Sq. Ft. thereon lying and situate at and being Kolkata Municipal Corporation Premises No. 204A, Satyen Roy Road (Postal Premises No. 123, Satyen Roy Road), Police Station- Behala, comprised in Mouza- Behala, J. L. No. 102 (formerly J.L. No. 2), R.S. No. 83, R.S. Dag Nos. 7557, L.R. (Hal) Dag No. 7557/7679, R.S. Khatian No. 263 corresponding to L.R. (Hal) Khatian No. 10323 (previous to L.R. (Hal) Khatian No. 98, 116, 138, 183, 313 and 455) now within the ambit of the Kolkata Municipal Corporation Ward No. 120, District- South 24 Parganas absolutely and forever and free from all encumbrances and the said gift was duly accepted by said Smt. Durba Mitra Guha.

- O. That by virtue of aforesaid the said Sri Dulal Kumar Mitra and Smt. Durba Mitra Guha, the Principals/Grantors herein jointly seized and possessed of and/or otherwise sufficiently entitled to **ALL THAT** piece and parcel of bastu land measuring about land measuring 1200 Sq. Ft. (demarcated North-Western side) out of 4½ Cottahs be the same a little more or less together with R.T. Shed structures measuring about 200 Sq. Ft. standing thereon situate lying at and being Kolkata Municipal Corporation Premises No. 204A, Satyen Roy Road (Postal Premises No. 123, Satyen Roy Road), Police Station- Behala, Kolkata- 700 034, comprised in Mouza- Behala, J. L. No. 102 (formerly J.L. No. 2), R.S. No. 83, R.S. Dag Nos. 7557, L.R. (Hal) Dag No. 7557/7679, R.S. Khatian No. 263 corresponding to L.R. (Hal) Khatian No. 10323 (previous to L.R. (Hal) Khatian No. 98, 116, 138, 183, 313 and 455) now within the ambit of the Kolkata Municipal Corporation Ward No. 120, District- South 24 Parganas free from all encumbrances;

## 32. Execution and Delivery:

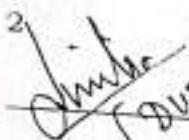
32.1 In Witness Whereof the Parties hereto have hereunto set and subscribed their respective hands and signature on the day month and year first above written.

1.



DIPANKAR GHOSH

2.



SURBA MITRA  
[GUHA]

LAND OWNERS:

M/S. GHOSH ENTERPRISES

Dipankar Ghosh

Proprietor

DEVELOPER:

## WITNESSES:

1. Mrinal Kanti Ghosh  
Adv.

10, K. S. Roy Road  
Kolkata- 700 001

2. Parhi Ghosh  
Adv.  
High Court, Calcutta.

3. Kaustabh Banerjee  
Adv.  
1/1c C.R. Colony, Kolkata- 700031

Drafted by me as per Instruction:

Mrinal Kanti Ghosh

(MRINAL KANTI GHOSH)

Advocate,

10, Kiran Sankar Roy Road,  
Room No. 75, First Floor,  
Kolkata- 700 001  
En. No. WB/625/2000.

MEMO OF CONSIDERATION :

RECEIVED by the Owners of and from the within named Developer the within mentioned sum of Rs.2,00,000/- (Rupees Two Lakh) only towards consideration money against Development of the Schedule mentioned property as per Memo below :

M E M O :

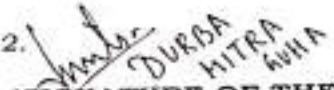
| Date          | Cheque No. | Bank & Branch                                      | Amount (Rs.)      |
|---------------|------------|--|-------------------|
| 28.04.2023    | 619464     | Indian Overseas Bank,<br>Behala Branch, Kolkata-34 | 1,00,000/-        |
| 28/04/2023    | 619465     | -Do-   | 1,00,000/-        |
| <b>TOTAL:</b> |            |  | <b>2,00,000/-</b> |

(RUPEES TWO LAKH) ONLY

WITNESSES :

1. Mrinal Kanti Ghosh  
Adv.  
10, K. S. Roy Road.  
Kolkata-700001

1.   
DUVAL MITRA

2.   
DURBA MITRA  
(SIGNATURE OF THE OWNERS)

2. Lalit Ghosh  
Adv.  
High Court, Calcutta.

**SPECIMEN FORM FOR TEN FINGERPRINTS**

|  |  |        |              |        |      |        |  |
|--|--|--------|--------------|--------|------|--------|--|
| <br><br> | <i>Dipankar Ghosh</i><br><i>Chalis</i> |        |              |        |      |        |  |
|  |  | Little | Ring         | Middle | Fore | Thumb  |  |
|  |  |        | (Left Hand)  |        |      |        |  |
|  |  |        |              |        |      |        |  |
|  |  | Thumb  | Fore         | Middle | Ring | Little |  |
|  |  |        | (Right Hand) |        |      |        |  |
|  |  |        |              |        |      |        |  |
|  |  | Little | Ring         | Middle | Fore | Thumb  |  |
|  |  |        | (Left Hand)  |        |      |        |  |
|  |  |        |              |        |      |        |  |
| Thumb  | Fore                                   | Middle | Ring         | Little |      |        |  |
|  | (Right Hand)                           |        |              |        |      |        |  |
|  |  |        |              |        |      |        |  |
|  |  |        |              |        |      |        |  |

### Major Information of the Deed

|   |   |   |            |
|---|---|---|------------|
| Deed No :                               | I-1603-05583/2023   | Date of Registration :                                      | 28/04/2023 |
| Query No / Year                         | 1603-2001025491/2023  | Office where deed is registered                             |            |
| Query Date                              | 24/04/2023 2:55:46 PM   | D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas |            |
| Applicant Name, Address & Other Details | Rakhi Ghosh<br>10, Kiran Shankar Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8697373101, Status : Advocate |   |            |
| Transaction                             | Additional Transaction<br>[0110] Sale, Development Agreement or Construction agreement<br>[4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-] |   |            |
| Set Forth value                         | Market Value<br>Rs. 67,68,160/-<br>Registration Fee Paid  |   |            |
| Stampduty Paid(SD)                      | Rs. 2,039/- (Article:E, B)  |   |            |
| Remarks                                 | Rs. 10,001/- (Article:48(g))<br>Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assessment slip.(Urban area)                          |   |            |

#### Land Details :

| Land Details : |             |                |                       |              |                         |                       |
|----------------|-------------|----------------|-----------------------|--------------|-------------------------|-----------------------|
| Sch No         | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) |
| L1 (RS :-)     |             | Bastu          |                       | 2040 Sq Ft   |                         | 41,18,257/-           |

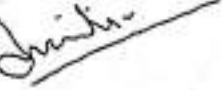
| Land Details : |             |                |                       |              |                         |                       |
|----------------|-------------|----------------|-----------------------|--------------|-------------------------|-----------------------|
| Sch No         | Plot Number | Khatian Number | Land Use Proposed ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) |
| L2 (RS :-)     |             | Bastu          |                       | 1200 Sq Ft   |                         | 25,50,003/-           |

| Structure Details : |                   |                   |                         |                       |                           |  |
|---------------------|-------------------|-------------------|-------------------------|-----------------------|---------------------------|--|
| Sch No              | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |  |
| S1                  | On Land L1        | 200 Sq Ft.        | 10,000/-                | 49,950/-              | Structure Type: Structure |  |

Floor No: 1, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Tin Shed, Extent of Completion: Complete

|    |            |            |          |          |   |
|----|------------|------------|----------|----------|---|
| S2 | On Land L2 | 200 Sq Ft. | 0/-      | 49,950/- | Structure Type: Structure   |
|    |            |            |          |          | Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 20 Years, Roof Type: Tin Shed, Extent of Completion: Complete |
|    | Total :    | 400 sq ft  | 10,000/- | 99,900/- |   |

Land Lord Details :

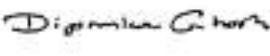
| Sl No | Name,Address,Photo,Finger print and Signature  | Photo   | Finger Print   | Signature   |
|-------|--|---|--|---|
| 1     | <p>Shri DULAL MITRA, (Alias: Shri DULAL KUMAR MITRA)<br/>Son of Late SANTOSH KUMAR MITRA<br/>Executed by: Self, Date of Execution: 28/04/2023<br/>, Admitted by: Self, Date of Admission: 28/04/2023 ,Place : Office</p>   | <br>28/04/2023   | <br>LTI   | <br>28/04/2023   |
| 2     | <p>9/8, UDAY SANKAR SARANI, MIG-2, PHRASE-2, City:- Not Specified, P.O:- JADAVPUR, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700095 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AExxxxxx1H, Aadhaar No: 77xxxxxxxx8846, Status :Individual, Executed by: Self, Date of Execution: 28/04/2023<br/>, Admitted by: Self, Date of Admission: 28/04/2023 ,Place : Office</p> | <br>28/04/2023 | <br>LTI | <br>28/04/2023 |

Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <p>M S GHOSH ENTERPRISES<br/>120, SATYEN ROY ROAD, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 , PAN No.: AHxxxxxx3A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p> |

Representative Details :

Name,Address,Photo,Finger print and Signature

| Name  | Photo  | Finger Print   | Signature   |
|---|--|--|---|
| <p>Shri DIPANKAR GHOSH<br/>(Presentant)<br/>Son of Late SAMIR KUMAR GHOSH<br/>Date of Execution -<br/>28/04/2023, Admitted by:<br/>Self, Date of Admission:<br/>28/04/2023, Place of<br/>Admission of Execution: Office</p>   | <br>Apr 28 2023 12:31PM | <br>LTI<br>28/04/2023 | <br>28/04/2023 |
| <p>120, SATYEN ROY ROAD, City:- Not Specified, P.O:- BEHALA, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AHxxxxxx3A, Aadhaar No: 68xxxxxxxx0451 Status : Representative, Representative of : M S GHOSH ENTERPRISES (as SOLE PROPRIETOR)</p> |  |  |   |

Identifier Details :

| Name   | Photo  | Finger Print   | Signature  |
|--|--|--|--|
| <p>Mr MRINAL KANTI GHOSH<br/>Son of Late KARTICK CHANDRA GHOSH<br/>10, K.S.ROY ROAD, City:- Not Specified, P.O:- GPO, P.S:-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001</p> | <br>28/04/2023 | <br>28/04/2023 | <br>28/04/2023 |
| <p>Identifier Of Shri DULAL MITRA, Smt DURBA MITRA GUHA, Shri DIPANKAR GHOSH</p>   |  |  |  |

Transfer of property for L1

| Sl.No | From                 | To. with area (Name-Area)        |
|-------|----------------------|----------------------------------|
| 1     | Shri DULAL MITRA     | M S GHOSH ENTERPRISES-2.3375 Dec |
| 2     | Smt DURBA MITRA GUHA | M S GHOSH ENTERPRISES-2.3375 Dec |

Transfer of property for L2

| Sl.No | From             | To. with area (Name-Area)        |
|-------|------------------|----------------------------------|
| 1     | Shri DULAL MITRA | M S GHOSH ENTERPRISES-1200 Sq Ft |

Transfer of property for S1

| Sl.No | From                 | To. with area (Name-Area)               |
|-------|----------------------|---|
| 1     | Shri DULAL MITRA     | M S GHOSH ENTERPRISES-100.0000000 Sq Ft |
| 2     | Smt DURBA MITRA GUHA | M S GHOSH ENTERPRISES-100.0000000 Sq Ft |

Transfer of property for S2

| Sl.No | From             | To. with area (Name-Area)               |
|-------|------------------|---|
| 1     | Shri DULAL MITRA | M S GHOSH ENTERPRISES-200.0000000 Sq Ft |

Endorsement For Deed Number : I - 160305583 / 2023

28-04-2023  
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)  
Sole under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48  
Indian Stamp Act 1899.  
Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)  
Presented for registration at 12:22 hrs on 28-04-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri  
DIPANKAR GHOSH ..

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  
67,68,160/-

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

Execution is admitted on 28/04/2023 by 1. Shri DULAL MITRA, Alias Shri DULAL KUMAR MITRA, Son of Late  
SANTOSH KUMAR MITRA, 9/8, UDAY SANKAR SARANI, MIG-2, PHRASE-2, P.O: JADAVPUR, Thana: Jadavpur, ,  
South 24-Parganas, WEST BENGAL, India, PIN - 700095, by caste Hindu, by Profession Business, 2. Smt DURBA  
MITRA GUHA, Daughter of Shri DULAL KUMAR MITRA, 9/8, UDAY SANKAR SARANI, MIG-2, PHRASE-2, P.O:  
JADAVPUR, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700095, by caste Hindu, by  
Profession House wife

Indentified by Mr MRINAL KANTI GHOSH, , Son of Late KARTICK CHANDRA GHOSH, 10, K.S.ROY ROAD, P.O:  
GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 28-04-2023 by Shri DIPANKAR GHOSH, SOLE PROPRIETOR, M S GHOSH  
ENTERPRISES (Sole Proprietorship), 120, SATYEN ROY ROAD, City:- Not Specified, P.O:- BEHALA, P.S:-Behala,  
District:-South 24-Parganas, West Bengal, India, PIN:- 700034

Indentified by Mr MRINAL KANTI GHOSH, , Son of Late KARTICK CHANDRA GHOSH, 10, K.S.ROY ROAD, P.O:  
GPO, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,039.00/- ( B = Rs 2,000.00/- , E = Rs 7.00/-  
, H = Rs 28.00/- , M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 2,007/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 28/04/2023 8:25AM with Govt. Ref. No: 192023240032421041 on 28-04-2023, Amount Rs: 2,007/-, Bank:  
State Bank of India ( SBIN0000001 ), Ref. No. IK0CFKHB11 on 28-04-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,001/- and Stamp Duty paid by Stamp Rs  
100.00/-, by online = Rs 9,901/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 26058, Amount: Rs.100.00/-, Date of Purchase: 26/04/2023, Vendor name:  
Subhankar Das  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 28/04/2023 8:25AM with Govt. Ref. No: 192023240032421041 on 28-04-2023, Amount Rs: 9,901/-, Bank:  
State Bank of India ( SBIN0000001 ), Ref. No. IK0CFKHB11 on 28-04-2023, Head of Account 0030-02-103-003-02

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

**Certificate of Registration under section 60 and Rule 69.**

Registered in Book - I

Volume number 1603-2023, Page from 161427 to 161478  
being No 160305583 for the year 2023.



Digitally signed by Debasish Dhar  
Date: 2023.04.28 14:15:32 +05:30  
Reason: Digital Signing of Deed.

(Debasish Dhar) 2023/04/28 02:15:32 PM

**DISTRICT SUB-REGISTRAR**

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

West Bengal.

**(This document is digitally signed.)**