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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Confirmed that the document is authentic.
Registrar, The State of West Bengal and the
Government of India, Ministry of Law and
Justice, New Delhi.

[Signature]
District Sub-Registrar-II
Alipore, South 24 Parganas

18 DEC 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 18/12 day of
December 2024 (Two Thousand Twenty-Four)

BETWEEN

[Signature: Tapas Kumar Das]

TARAK DUTTA HUF
[Signature]
KARTA

72431

SOLD TO
OF
RS
JAYDEEP CHATTERJEE
16, INDIA EXCHANGE PLACE, KOL-1
GOVT. LICENSED STAMP VENDOR
NO. 351RS2015

Amitabha Ray
Advocate
SUPREME POLICE COURT
Kolkata-700 027

30 NOV 2024

30 NOV 2024



Identified by:
Shyamal Chatterjee.
S/o Lt. S.K. Chatterjee.
1/9/7, Brihannagar
Kolkata-700032



SRI TAPAS KUMAR ROY (PAN- ADBPR1741H/AADHAAR NO.- 5182 9030 3047/MOBILE NO.- 94340 17828), Son of- Late Hariprasanna Roy, by Nationality- Indian, by Faith- Hinduism, by Occupation- Business, Permanently Residing at- Rabindranagar, Post Office- Midnapore, Police Station- Kotwali, District- Paschim Medinipur, PIN- 721 101 and also Resides at- 1, Rajendra Nath Mukherjee Road, Martin Burn Building, 3rd Floor, Room No.-329, Post Office- G.P.O, Police Station- Hare Street, Kolkata-700 001, West Bengal, India - hereinafter referred to as "the **OWNER**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his respective heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

TARAK DUTTA (HUF), (PAN AADHT6767N), having its Principal Office at 76/B, Netaji Subhas Chandra Bose Road, P.O. & P.S. Regent Park, Kolkata- 700040, District: South 24 Parganas represented by its Karta, **SRI TARAK DUTTA (PAN AEWPD1534L, Aadhaar No.9125 8347 5731, Mobile No.9830507362)**, son of Late Kalipada Dutta, by faith - Hindu, by profession- Business, by Nationality - Indian, residing at 150D, Regent Colony, Police Station - Jadavpur now Regent Park, KMC Ward-No.97, P.O. Regent Park, Kolkata - 700040, District - South 24 Parganas, State - West Bengal; hereinafter referred to as "the **DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean & include the said firm, its Karta, his heirs, executors, successors, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

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WHEREAS A. One Sasti Charan Roy was the absolute OWNER and absolutely Seized and Possessed of the Plots of Rayati Sthitiban Right of Land Comprised in C.S. Plot Nos.- 278 and 279 in Mouza- Shibpur, Annual Rent payable to the Superior Landlord namely, Rai Dwarka Nath Chakraborty Bahadur, District- the then 24 Parganas. By a Bengali Kobala, dated 10th March, 1937 Registered in the Office of the then Sadar Sub- Registrar at Alipore and Recorded the same in Book No.- I, Volume No.- 29, Pages from 234 to 240 being Deed No.- 875 for the year 1937 made between said Sasti Charan Roy, therein called the **VENDOR** of the One Part and one Khan Bahadur Abdul Momin, therein called the **PURCHASER** of the Other Part, the **VENDOR** therein for the Consideration mentioned therein Sold, Conveyed, Transferred, Assigned and Assured unto and in favour of the **PURCHASER** therein **ALL THAT** the Piece and Parcel of Rayati Sthitiban Right of Land Comprised in C.S. Plot Nos.- 278 and 279 in Mouza- Shibpur, Annual Rent payable to the Superior Landlord namely, Rai Dwarka Nath Chakraborty Bahadur, District- the then 24 Parganas free from all Encumbrances, Mortgages, Charges, Lien and Impendence.

B. By an Indenture of Conveyance, dated 5th September, 1940, Registered in the office of the then Sadar Sub-Registrar at- Alipore and Recorded the same in Book No.- I, Volume No.- 88, Pages from 249 to 258 being Deed No. 3281 for the year 1940 made between said Khan Bahadur Abdul Momin, therein called the **VENDOR** of the One Part and Calcutta Company Limited, therein called the **PURCHASER** of the Other Part, the said **VENDOR** mentioned therein for the Consideration

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as mentioned therein Sold, Conveyed, Transferred, Assigned and Assured unto and in favour of the PURCHASER therein **ALL THAT** the Piece and Parcel of Land of the said Rayati Sthitiban Right of Land Comprised in C.S. Plot Nos.- 278 and 279 in Mouza- Shibpur, District- the then 24 Parganas.

C. By a Mourasi Mekarari Patta, dated 9th June, 1941, Registered in the Office of the then Sadar Sub-Registrar at- Alipore and Recorded the same in Book No.- I, Volume No.- 77, Pages from 276 to 285 being Deed No.- 3294 for the year 1941 made between said Rai Bahadur Dwarkanath Chakraborty in Consideration of the Selami paid to him by the said Calcutta Company Limited and in consideration of the Rent thereby Reserved, Granted and Demised unto the said Calcutta Company Limited **ALL THAT** the Piece and Parcel of Land of the said Rayat Sthitiban Right of Land Comprised in C.S. Plot Nos.- 278 and 279 in Mouza- Shibpur, District- the then 24 Parganas in perpetuity by way of Mourasi Mekarari Tenure.

D. By an Indenture of Conveyance, dated 13th June, 1945, Registered in the Office of the then Sadar Sub-Registrar at Alipore and Recorded the same in Book No.- I, Volume No.- 50, Pages from 46 to 66 being Deed No. 2035 for the year 1945 made between said Calcutta Company Limited therein called the VENDOR of the One Part and Mugnecram Bangur and Company therein called the PURCHASER of the Other Part, the VENDOR mentioned therein for the Consideration mentioned therein Sold, Conveyed, Transferred, Assigned and Assured unto and in favour of the PURCHASER mentioned therein amongst

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other Lands the Piece and Parcel of Land Comprised in C.S. Plot Nos.- 278 and 279 in Mouza- Shibpur, District- the then 24 Parganas more fully described in Part- II of the Schedule thereunder written free from all Encumbrances, Mortgages, Charges, Lien and Impendence.

E. In the manner as aforesaid Mugneeram Bangur and Company became the absolute OWNER and absolutely Seized and Possessed of amongst other Plots of Land **ALL THAT** the Piece and Parcel of Lands Comprised in C.S. Plot Nos.- 278 and 279 in Mouza- Shibpur, District- the then 24 Parganas. After becoming the absolute OWNER of the said Plots of Land, said Mugneeram Bangur and Company amalgamated the said C.S. Plot Nos.- 278 and 279 in Mouza- Shibpur, District- the then 24 Parganas with other adjoining Lands and had properly developed the same by filling- up the same with earth leveling the same and making necessary arrangements for Constructing Roads and Surface Drains therein and for the purpose of Sale of the said Amalgamated Land in several small Plots have made a Plan or Map thereof delineating thereon the said Plots with different numbers such as 1,2,3 etc. for identification thereof and named the same as "Gokul Kunja".

F. By an Indenture of Conveyance, dated 16th January, 1948, Registered in the Office of the then Sadar Joint Sub-Registrar of Alipore and Recorded the same in Book No.- I, Volume No.- 13, Pages from 219 to 228 being Deed No.- 350 for the year 1948 made between Mugneeram Bangur and Company, therein called the VENDOR of the ONE PART and Gopi Nath Pandit, Son of- Late Krishna Chandra

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Pandit, therein called the PURCHASER of the OTHER PART, the VENDOR therein for the Consideration as mentioned therein Sold, Conveyed, Transferred, Assigned and Assured unto and in favour of the PURCHASER therein **ALL THAT** the Piece and Parcel of Mourasi Mokarari Land measuring about 08 (Eight) Cottahs, 07 (Seven) Chittacks and 20 (Twenty) Sq. ft., a little bit more or less corresponding with 0.139 (Zero Point One Hundred Thirty Nine) Decimals lying and situated at and being Plot Nos.- 83A and 84A of said "Gokul Kunja" and being part of Holding No.- 4, Chanditola Lane, Calcutta within the limits of the then Tollygunge Municipality, Police Station- Sadar Tollygunge, Pargana- Khaspur, Collector's Touzi No.- 151, J.L. No.- 42 in Mouza- Shibpur and according to the Settlement Records of Rights comprised in Superior Landlords Khatian No.- 155, Mugneeram Bangur and Company's Khatian No.- 158 being C.S. Dag Nos.- 278 and 279 more fully described in the Schedule thereunder written.

G. It was agreed in the Said Indenture of Conveyance, dated 16th January, 1948 as mentioned aforesaid that the Total Price of the said Plots of Land being Plot Nos.- 83A and 84A Sold to Gopi Nath Pandit would be Rs. 23,279/- (Rupees Twenty Three Thousand Two Hundred and Seventy Nine) for 8 Annas only out of which simultaneously with the Execution of the said Indenture of Conveyance, said Gopi Nath Pandit paid a Sum of Rs. 7,779/- (Rupees Seven Thousand Seven Hundred and Seventy Nine) for 8 Annas and the Payment of the Balance Sum of Rs. 15,500/- (Rupees Fifteen Thousand and Five Hundred) only was Secured under a Security Deed, Executed by said Gopi Nath Pandit in favour of Mugneeram Bangur and Company

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creating first charge upon the said Plots of Land being Plot Nos.- 83A and 84A of "Gokul Kunja".

H. By a Deed of Mortgage (Said Security Deed), dated 16th January, 1948 Registered in the Office of the then Sadar Joint Sub-Registrar of Alipore and Recorded the same in Book No.- I, Volume No.- 13, Pages from 126 to 131 being Deed No.- 246 for the year 1948 made between Mugneeram Bangur and Company, therein called the "MORTGAGOR" of the ONE PART and Gopi Nath Pandit, therein called the "PURCHASER" of the OTHER PART, the above mentioned MORTGAGEE created first charge upon the said Plots of Land being Plot Nos.- 83A and 84A of "Gokul Kunja" in favour of said Mugneeram Bangur and Company Limited for payment of the Balance Consideration Amount of Rs. 15,500/- (Rupees Fifteen Thousand and Five Hundred) only together with interest accrued thereon. The said Mugneeram Bangur and Company by a Deed of Assignment, dated 07th day of March, 1949, Registered in the office of the then Sadar Joint Sub-Registrar of Alipore and Recorded the same in Book No.- I, Volume No.- 57, being Deed No.- 2610 for the year 1949 assigned the said Mortgage Security Deed in favour of Amalgamated Development Limited .

I. By a Deed of Release, dated 30th April, 1975 Registered in the Office of the then Joint Sub-Registrar at Alipore and Recorded the same in Book No.- I, Volume No.- 32, Pages from 118 to 121 being Deed No.- 2032 for the year 1975, made between Amalgamated Development Limited, therein mentioned as the "RELEASOR" of the ONE PART and

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Gopi Nath Pandit, therein called the "RELEASEE MORTGAGOR" of the OTHER PART, the "RELEASOR" therein Released **ALL THAT** the Piece and Parcel of Mourasi Mekarari Land measuring about 08 (Eight) Cottahs, 07 (Seven) Chittacks and 20 (Twenty) Sq.ft., a little bit more or less together with Building standing thereon Lying and Situated at and being Plot Nos.- 83A and 84A of said "Gokul Kunja" and being Part of Holding No.- 4, Chanditola Lane, within the limits of the then Tollygunge Municipality, Police station- the then Sadar Tollygunge, Pargana- Khaspur, District Collector's Touzi No.- 151, J.L.No.- 42 in Mouza- Shibpur and according to Settlement Records of Rights Comprised in C.S. Khatian No.- 158, C.S. Dag Nos.- 278 and 279 more fully and particularly described in the Schedule thereunder written.

J. By virtue of the said Deed of Release, said Gopi Nath Pandit became the absolute OWNER and was absolutely Seized and Possessed of **ALL THAT** Piece and Parcel of Mourassi Mekarari Land measuring about an area of 08 (Eight) Cottahs, 07 (Seven) Chittacks and 20 (Twenty) Sq.ft. a little bit more or less, Corresponding to 0.139 (Zero Point One Hundred and Thirty Nine) Decimals Lying and Situated at and being Plot Nos.- 83A and 84A of said "Gokul Kunja" and being Part of Holding No.- 4, Chanditola Lane, Calcutta within the limit of the then Tollygunge Municipality, Police station- the then Sadar Tollygunge, Pargana- Khaspur, Collector's Touzi No.- 151, J.L. No.- 42 in Mouza- Shibpur and according to the Settlement Records of Rights Comprised in C.S. Khatian No.- 158, C.S. Dag Nos.- 278 and 279 free from all Encumbrances, Mortgages, Charges, Lien and Lispendence whatsoever.

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K. Due to Territorial Delimitation of Municipalities, the Territory of the Tollygunge Municipality had been merged with the then Calcutta Municipal Corporation, presently named as Kolkata Municipal Corporation and the said Property was incorporated within the jurisdiction of Kolkata Municipal Corporation being Ward No.- 097. Said Gopi Nath Pandit duly Mutated his name in all Papers and Documents including the Assessment Records of the Kolkata Municipal Corporation being Ward No.- 097 and the said Plots of Land measuring about 08 (Eight) Cottahs, 07 (Seven) Chittacks and 20 (Twenty) Sq. ft., a little bit more or less (being erstwhile Plot Nos. 83A and 84A of said "Gokul Kunja" and being Part of Holding No.- 4, Chanditola Lane, Calcutta within the then limits of Tollygunge Municipality, P.S.- the then Sadar Tollygunge, Pargana- Khaspur, Collector's Touzi No.- 151, J.L. No.- 42 in Mouza- Shibpur and according to the Settlement Records of Rights Comprised in C.S. Khatian No.- 158, C.S. Dag Nos.- 278 and 279), District- South 24 Parganas was Named and Numbered by the Kolkata Municipal Corporation as the Municipal Premises No.- 4/20, Chanditola Lane, Police station- Regent Park, Kolkata- 700 040, District- South 24- Parganas within the limits of the Kolkata Municipal Corporation being Ward No.- 097 having Assessee No.- 21-097-03-0032-6 more fully described in the SCHEDULE hereunder written and hereinafter referred to as MOTHER PREMISES.

L. In the manner as aforesaid, said Gopi Nath Pandit became the absolute OWNER and was absolutely Seized and Possessed and/or

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otherwise Well and Sufficiently entitled to **ALL THAT** the Piece and Parcel of Land measuring about 08 (Eight) Cottahs, 07 (Seven) Chittacks and 20 (Twenty) Sq. ft., a little bit more or less together with the partly Two Storied and partly Single Storied Brick built Building standing thereon Lying and Situated at and being the Municipal Premises No.- 4/20, Chanditola Lane, Police station- Regent Park, Kolkata- 700 040 (being erstwhile Plot Nos.- 83A and 84A of said "Gokul Kunja" and being Part of Holding No.- 4, Chanditola Lane, Calcutta within the limits of Tollygunge Municipality, P.S.- Sadar Tollygunge, Pargana- Khaspur, Collector's Touzi No.- 151, J.L. No.- 42 in Mouza- Shibpur and according to the Settlement Records of Rights Comprised in C.S. Khatian No.- 158, C.S. Dag Nos.- 278 and 279), District- South 24 Parganas, West Bengal free from all Encumbrances, Mortgages, Charges, Lien and Impendence.

M. While being the absolute OWNER of the Mother Premises, said Gopinath Pandit who was a Hindu, Governed by "Dayabhaga School of Hindu Law" died intestate on 8th August, 1980 leaving behind him surviving his Wife, Smt. Lakshmi Sona Pandit, 6 (Six) Sons and 8 (Eight) Daughters. His Wife Smt. Lakshmi Sona Pandit who was a Hindu, Gov-erned by "Dayabhaga School of Hindu Law" also died intestate leaving behind surviving her said 6 (Six) Sons and 8 (Eight) Daughters as her only Legal Heirs and Successors who jointly inherited the Share of Mother Premises as per the Law of inheritance and thus each Legal Heirs of said Smt. Lakshmi Sona Pandit Possessed undivided 1/14th Share from the Mother Premises as follows :-

Sl.	Name.	Relation.	Share in the
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No.			Property.
1.	Rabindra Nath Pandit.	Son (since Decease	Undivided 1/14 th Share.
2.	Manindra Nath Pandit.	Son (since Decease	Undivided 1/14 th Share.
3.	Kartick Pandit.	Son (since Decease	Undivided 1/14 th Share.
4.	Kumar Pandit.	Son (since Decease	Undivided 1/14 th Share.
5.	Goutam Pandit.	Son.	Undivided 1/14 th Share.
6.	Shyamal Pandit.	Son (since Decease	Undivided 1/14 th Share.
7.	Smt. Nomita Kundu (nee Pandit).	Daughter (since Deceased).	Undivided 1/14 th Share.
8.	Smt. Mamata Garai (nee Pa	Daughter (since Deceased).	Undivided 1/14 th Share.
9.	Smt. Purnima Dutta (nee P	Daughter (since Deceased).	Undivided 1/14 th Share.
10.	Smt. Shila Kanungoe (nee I	Daughter.	Undivided 1/14 th Share.
11.	Smt. Runu Barua (nee Pan	Daughter (since Deceased).	Undivided 1/14 th Share.
12.	Smt. Jhunu Sengupta (nee Pandit).	Daughter.	Undivided 1/14 th Share.

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13.	Smt. Bijoy Laxmi Dutta (ne Pandit).	Daughter (since Deceased).	Undivided 1/14 th Share.
14.	Smt. Durba Sahoo (nee Par	Daughter.	Undivided 1/14 th Share.

N. While being the absolute OWNER of the undivided 1/14th Share in the Mother Premises, said Rabindra Nath Pandit, Son of- Late Gopinath Pandit who was a Hindu, Governed by "Dayabhaga School of Hindu Law" died intestate on 7th April, 1991 leaving behind him Surviving his Wife, Two Sons and Two Daughters as his only Legal Heirs and Successors who jointly inherited his undivided 1/14th Share in the Mother Premises as per Law of Inheritance and thus each one of them Possessing undivided 1/70th Share as follows :-

Sl. No.	Name.	Relation.	Share in the Property.
1.	Smt. Kanak Prava Pandit.	Wife.	Undivided 1/70 th Share.
2.	Mohandas Pandit.	Son.	Undivided 1/70 th Share.
3.	Suhash Chandra Pandit.	Son.	Undivided 1/70 th Share.
4.	Smt. Indira Pandit.	Daughter.	Undivided 1/70 th Share.
5.	Smt. Bijoy Laxmi Pandit.	Daughter.	Undivided 1/70 th Share.

O. while being the absolute OWNER of the undivided 1/14th Share in the Mother Premises, said Manindra Nath Pandit, Son of- Late

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Gopinath Pandit who was a Hindu, Governed by "Dayabhaga School of Hindu Law" died intestate on 26th January, 2011 leaving behind him Surviving his Wife, only Son and only Daughter as his only Legal Heirs and Successors who jointly inherited his undivided 1/14th Share in the Mother Premises as per Law of Inheritance and thus each one of them Possessing undivided 1/42th Share as follows :-

Sl. No.	Name.	Relation.	Share in the Property.
1.	Smt. Anima Pandit.	Wife.	Undivided 1/42 th Share.
2.	Chandan Pandit.	Son.	Undivided 1/42 th Share.
3.	Smt. Rajashree Pandit.	Daughter.	Undivided 1/42 th Share.

P. While being the absolute OWNER of the undivided 1/14th Share in the Mother Premises, said Kartick Pandit, Son of- Late Gopinath Pandit who was a Hindu, Governed by "Dayabhaga School of Hindu Law" died intestate on 19th August, 1999 leaving behind him Surviving his Wife and Two Daughters as his only Legal Heirs and Successors who jointly inherited his undivided 1/14th Share in the Share of Mother Premises as per Law of Inheritance and thus each one of them Possessing undivided 1/42th Share as follows:-

Sl. No.	Name.	Relation.	Share in the Property.
1.	Smt. Suvra Pandit.	Wife.	Undivided 1/42 th Share.

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2.	Ms. Suparna Pandit.	Daughter.	Undivided 1/42th Share.
3.	Smt. Sreeparna Pandit Das	Daughter.	Undivided 1/42th Share.

Q. While being the absolute OWNER of the undivided 1/14th Share in the Mother Premises, said Kumar Pandit, Son of- Late Gopinath Pandit who was a Hindu, Governed by "Dayabhaga School of Hindu Law" died intestate on 28th July, 2012 leaving behind Surviving his Wife and only Son as his only Legal Heirs and Successors who jointly inherited his undivided 1/14th Share in the Mother Premises as per Law of Inheritance and thus each of them possessing undivided 1 /28th Share as follows :-

Sl.No.	Name.	Relation.	Share in the Property.
1.	Smt. Santi Pandit.	Wife.	Undivided 1/28 th Share.
2.	Abhisek Pandit.	Son.	Undivided 1/28 th Share.

R. While being the absolute OWNER of the undivided 1/14th Share in the Mother Premises, said Shyamal Pandit, Son of- Late Gopinath Pandit who was a Hindu, Governed by "Dayabhaga School of Hindu Law" died intestate on 23rd September 2013 leaving behind Surviving his Wife and only Son as his only Legal Heirs and Successors who jointly inherited his undivided 1/14th Share in the Mother Premises and thus each of them Possessing undivided 1/28th Share as follows :-

Sl. No.	Name.	Relation.	Share in the Property.
1.	Smt. Sushmita Pandit.	Wife.	Undivided 1/28 th Share.

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2.	Indranil Pandit.	Son.	Undivided 1/28 th Share.
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S. While being the absolute OWNER of the undivided 1/14th Share in the Mother Premises, said Smt. Nomita Kundu (nee Pandit), Daughter of- Late Gopinath Pandit who was a Hindu, Governed by "Dayabhaga School of Hindu Law" died intestate on 10th January, 1991 leaving behind Surviving her Husband, Two Sons, Named Somenath Kundu and Debnath Kundu as her Legal Heirs and Successors who jointly inherited her undivided 1/14th Share in the Mother Premises. Her Husband Anath Nath Kundu also died intestate on 9th December, 2005. Thus on the death of both Anath Nath Kundu and Smt. Nomita Kundu, their Legal Heirs and Successors named Somenath Kundu and Debnath Kundu jointly became the joint OWNER of the undivided 1/14th Share of Smt. Nomita Kundu as per Law of Inheritance and thus each of them Possessed undivided 1/28th Share in the Mother Premises. The said Somenath Kundu also died intestate on 3rd April, 2013 leaving behind him Surviving his wife Smt. Minati Kundu and only Son Raunak Kundu as her Legal Heirs and Successors who jointly inherited his undivided 1/28th Share as per Law of Inheritance and thus on the death of said Somenath Kundu the shareholding pattern of the undivided 1/14th Share of said Smt. Nomita Kundu is as follows :-

Sl. No.	Name.	Relation.	Share in the Property.
1.	Debnath Kundu.	Son.	Undivided 1/28 th Share.
2.	Smt. Minati Kundu.	Wife of- Late Somenath Kundu.	Undivided 1/56 th Share.

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3.	Raunak Kundu.	Son of- Late Somenath Kundu.	Undivided 1/56 th Share.
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T. While being the absolute OWNER of the Undivided 1/14th Share in the Mother Premises, said Smt. Mamata Garai (nee Pandit), Daughter of- Late Gopinath Pandit, who was a Hindu, Governed by "Dayabhaga School of Hindu Law" died intestate on 3rd February, 2012 leaving behind Surviving her Husband, Two Sons and only Daughter asher Legal Heirs and Successors who jointly inherited her Undivided 1/14th Share in the Mother Premises as per Law of Inheritance and thus each of them Possessing undivided 1/42th Share as follows :-

Sl. No.	Name.	Relation.	Share in the Property.
1.	Swapan Kumar Garai.	Son.	Undivided 1/42 th Share.
2.	Tapan Kumar Garai.	Son.	Undivided 1/42 th Share.
3.	Smt. Ratna Koley.	Daughter.	Undivided 1/42 th Share.

U. While being the absolute OWNER of the Undivided 1/14th Share in the Mother Premises, said Smt. Purnima Dutta (nee Pandit), Daughter of- Late Gopinath Pandit who was a Hindu, Governed by "Dayabhaga School of Hindu Law" died intestate on 2nd September, 1989 leaving behind Surviving her Husband and Two Daughters as her only Legal Heirs and Successors who jointly inherited her undivided 1/14th Share in the Mother Premises and thus each of them Possessing undivided 1/28th Share as follows :-

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Sl. No.	Name.	Relation.	Share in the Property.
1.	Smt. Baisakhi Das.	Daughter.	Undivided 1/28 th Share.
2.	Smt. Piyali Nandy.	Daughter.	Undivided 1/28 th Share.

V. While being the absolute OWNER of the Undivided 1/14th Share in the Mother Premises, said Smt. Runu Barua (nee Pandit), Daughter of- Late Gopinath Pandit who was a Hindu, Governed by "Dayabhaga School of Hindu Law" died intestate on 3rd December, 2013 leaving behind Surviving her Two Daughters as her Legal Heirs and Successors who jointly inherited her Undivided 1/14th Share in the Mother Premises and thus each of them Possessing Undivided 1/28th Share as follows. Her Husband Arup Kumar Barua pre deceased to her and died intestate on 4th January, 1998.

Sl. No.	Name.	Relation.	Share in the Property.
1.	Smt. Moushumi Barua Roy.	Daughter.	Undivided 1/28 th Share.
2.	Smt. Arpita Barua Das.	Daughter.	Undivided 1/28 th Share.

W. While being the absolute OWNER of the undivided 1/14th Share in the Mother Premises, said Smt. Bijoy Laxmi Dutta (nee Pandit), Daughter of- Late Gopinath Pandit who was a Hindu, Governed by "Dayabhaga School of Hindu Law" died intestate on 25th April, 2017 leaving behind Surviving her only Son Arnab Dutta as her sole Legal Heir and Successor who inherited her undivided 1/14th Share in the Mother Premises. Her husband Chunilal Dutta was Pre-deceased to her and died intestate on 26th February, 2003.

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Sl. No.	Name.	Relation.	Share in the Property.
1.	Arnab Dutta.	Son.	Undivided 1/14 th Share.

X. In the circumstances as aforesaid, at present the Shareholding Pattern of the Mother Premises is as follows : -

Sl. No.	Name.	Share in the Property.
1.	Kanak Prava Pandit.	Undivided 1/70 th Share.
2.	Mohandas Pandit.	Undivided 1/70 th Share.
3.	Subhash Chandra Pandit.	Undivided 1/70 th Share.
4.	Smt. Indira Pandit.	Undivided 1/70 th Share.
5.	Smt. Bijoy Laxmi Pandit.	Undivided 1/70 th Share.
	JOINTLY	UNDIVIDED 1/14TH SHARE
6.	Smt. Anima Pandit.	Undivided 1/42 th Share.
7.	Chandan Pandit.	Undivided 1/42 th Share.
8.	Smt. Rajashree Pandit.	Undivided 1/42 th Share.
	JOINTLY	UNDIVIDED 1/14TH SHARE.
9.	Smt. Suvra Pandit.	Undivided 1/42 th Share.
10.	Smt. Suparna Pandit.	Undivided 1/42 th Share.

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11.	Mt. Sreeparna Pandit Das.	Undivided 1/42th Share.
	JOINTLY	UNDIVIDED 1/14TH SHARE.
12.	Smt. Santi Pandit.	Undivided 1/28 th Share.
13.	Abhisekh Pandit.	Undivided 1/28 th Share.
	JOINTLY	UNDIVIDED 1/14TH SHARE.
14.	Goutam Pandit.	UNDIVIDED 1/14TH SHARE.
15.	Smt. Sushmita Pandit.	Undivided 1/28 th Share.
16.	Indranil Pandit.	Undivided 1/28 th Share.
	JOINTLY	UNDIVIDED 1/14TH SHARE.
17.	Smt. Minati Kundu.	Undivided 1/56 th Share.
18.	Raunak Kundu.	Undivided 1/56 th Share.

19.	Debnath Kundu.	Undivided 1/28 th Share.
	JOINTLY	UNDIVIDED 1/14TH SHARE.
20.	Swapan Kumar Garai.	Undivided 1/42th Share.
21.	Tapan Kumar Garai.	Undivided 1/42th Share.
22.	Smt. Ratna Koley.	Undivided 1/42th Share.
	JOINTLY	UNDIVIDED 1/14TH SHARE.
23.	Smt. Baisakhi Das.	Undivided 1/28 th Share.

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24.	Smt. Piyali Nandy.	Undivided 1/28 th Share.
	JOINTLY	UNDIVIDED 1/14TH SHARE.
25.	Smt. Shila Kanungoe (nee Par	UNDIVIDED 1/14TH SHARE.
26.	Smt. Moushumi Barua Roy.	Undivided 1/28 th Share.
27.	Smt. Arpita Barua Das.	Undivided 1/28 th Share.
	JOINTLY	UNDIVIDED 1/14TH SHARE.
28.	Smt. Jhunu Sengupta (nee pa	UNDIVIDED 1/14TH SHARE.
29.	Arnab Dutta.	UNDIVIDED 1/14TH SHARE.
30.	Smt. Durba Sahoo (nee Pandi	UNDIVIDED 1/14TH SHARE.

AND WHEREAS The VENDOR herein purchased the Property by way of 16 Nos. of DEED OF CONVEYANCE details hereunder :

Sl. No.	SUSHWANI INFRA LLP herein Purchased From	REGISTERED IN THE OFFICE OF AND DATE OF REGISTRATION	DEED NO.
1.	Kanak Prava Pandit & Indira Pandit	D.S.R.- II, Alipore, South 24 Par-Ganas, West Bengal, dated- 16.05.2023.	Book No. I, Volume- No.- 1602- 2023, Page No. 220163 to 220201 being Deed No.- 160206821 of

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			2023.
2.	Mohandas Pandit & Bijoylaxmi Pandit (alia Bijoylaxmi Sinha).	A.D.S.R., Alipore, South 24 Par-Ganas, West Bengal, dated- 03.03.2021.	Book No. I, Volume- No.- 1605- 2021, Page No. 38479 to 38511 being Deed No.- 160500807 of 2021.
3.	Smt. Anima Pandit, Chandan Pandit & Smt. Rajashree Pandit	A.D.S.R., Alipore, South 24 Par-Ganas, West Bengal, dated- 18.12.2019.	Book No. I, Volume- No.- 1605- 2019, Page No. 244922 to 244956 being Deed No.- 160507240 of 2019.
4.	Smt. Suvra Pandit, Ms. Suparna Pandit & Smt. Sreeparna Das Pandit.	A.D.S.R., Alipore, South 24 Par-Ganas, West Bengal, dated- 06.11.2019.	Book No. I, Volume- No.- 1605- 2019, Page No. 215201 to 215235 being Deed No.- 160506303 of

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			2019.
5.	Smt. Baisakhi Das & Smt. Piyali Nandy.	A.D.S.R., Alipore, South 24 Par-Ganas, West Bengal, dated- 30.08.2019.	Book No. I, Volume- No.- 1605- 2019, Page No. 178139 to 178170 being Deed No.- 160505207 of 2019.
6.	Smt. Santi Pandit & Abhisek Pandit.	A.D.S.R., Alipore, South 24 Par-Ganas, West Bengal, dated- 18.10.2019.	Book No. I, Volume- No.- 1605- 2019, Page No. 208727 to 208758 being Deed No.- 160506054 of 2019.
7.	Goutam Pandit.	A.D.S.R., Alipore, South 24 Par-Ganas, West Bengal, dated- 10.05.2019.	Book No. I, Volume- No.- 1605- 2019, Page No. 131154 to 131183 being Deed No.- 160503861 of 2019.

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8.	Smt. Sushmita Pandit Indranil Pandit.	A.D.S.R., Alipore, South 24 Par-Ganas, West Bengal, dated- 14.08.2019.	Book No. I, Volume- No.- 1605- 2019, Page No. 168479 to 168509 being Deed No.- 160504855 of 2019.
9.	Debnath Kundu, Smt. Minati Kundu & Raunak Kundu.	A.D.S.R., Alipore, South 24 Par-Ganas, West Bengal, dated- 05.12.2019.	Book No. I, Volume- No.- 1605- 2019, Page No. 235264 to 235298 being Deed No.- 160506884 of 2019.
10.	Swapn Kumar Garai, Tapan Kumar Garai & Ratna Koley.	A.D.S.R., Alipore, South 24 Par-Ganas, West Bengal, dated- 12.12.2019.	Book No. I, Volume- No.- 1605- 2019, Page No. 241631 to 241665 being Deed No.- 160507060 of 2019.

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11.	Smt. Shila Kanungoe.	A.D.S.R., Alipore, South 24 P Ganas, West Bengal, dated- 08.08.2019.	Book No. I, Volume No.- 1605- 2019, Page No. 161203 to 161231 being Deed No.- 160504733 of 2019.
12.	Smt. Moushumi Barua Roy.	A.D.S.R., Alipore, South 24 P Ganas, West Bengal, dated- 08.03.2021.	Book No. I, Volume No.- 1605- 2021, Page No. 39403 to 39432 being Deed No.- 160500867 of 2021.
13.	Smt. Arpita Barua Das	A.D.S.R., Alipore, South 24 P Ganas, West Bengal, dated- 20.02.2020.	Book No. I, Volume No.- 1605- 2020, Page No. 37312 to 37341 being Deed No.- 160500922 of 2020.

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14.	Smt. Jhunu Sengupta.	A.D.S.R., Alipore, South 24 Parganas, West Bengal, dated- 03.05.2019.	Book No. I, Volume No.- 1605- 2019, Page No. 131121 to 131153 being Deed No.- 160503860 of 2019.
15.	Arnab Dutta.	A.D.S.R., Alipore, South 24 Parganas, West Bengal, dated- 26.12.2019.	Book No. I, Volume No.- 1605- 2020, Page No. 2389 to 2418 being Deed No.- 160507456 of 2019.
16.	Smt. Durba Sahoo.	A.D.S.R., Alipore, South 24 Parganas, West Bengal, dated- 05.09.2019.	Book No. I, Volume No.- 1605- 2019, Page No. 182129 to 182159 being Deed No.- 160505333 of 2019.

AND WHEREAS Vendor Purchased from **SUSHWANI INFRA LLP. (PAN : ACSFS3036N)**, a Limited Liability Partnership Firm Incorporated Office at- 90A,

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Bakul Bagan Road, Flat No.- 10C (10th Floor), Post Office and Police Station- Bhowanipore, Kolkata- 700 025, West Bengal, India and its present Registered Office at- 81A, Satish Mukherjee Road, Ground Floor, Post Office- Kalighat, Police Station- Kalighat, Kolkata- 700 026, West Bengal, India being Represented by its **PARTNERS** (i) **SHANTI LAL SURANA (PAN- AKQPS6734D/AADHAAR NO.- 5563 4660 3601)** son of- Late Jatan Lal Surana, by Nationality- Indian, by Faith- Jain, by Occupation- Business and (ii) **SMT. SUSHILA SURANA (PAN- AKLPS0006R/AADHAR NO.- 2704 3487 7316)**, Wife of- Shanti Lal Surana, by Nationality- Indian, by Faith- Jain, by Occupation- Business - both are Residing at- 90A, Bakul Bagan Road, Flat No.- 10C (10th Floor), Post Office and Police Station- Bhowanipore, Kolkata- 700 025, West Bengal, India - register on 5th November 2024 in the office of District Sub-Registrar, The DSR-III South 24-Parganas, West Bengal recorded in Book No. I Volume No. 1603-2024 Pages No. 487081 to 487120 Being No. 160318230 in the year 2024.

AND WHEREAS After becoming the absolute owner of the said plot of land said **(SRI TAPAS KUMAR ROY)** The said plot of land was assessed at Premises Nos. 4/20, Chanditala Lane, Police Station- Regent Park, Kolkata- 700 040, West Bengal, (K.M.C. Assessee No. 21-097-03-0032-6) , more fully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter jointly referred to as "SAID PREMISES".

AND WHEREAS The Owner herein became interested to develop the Said Premises by constructing a new Multi storied building have approached **TARAK DUTTA (HUF), (PAN AADHT6767N)**, having its Principal Office at 76/B, Netaji Subhas Chandra Bose Road, P.O. & P.S. Regent Park, Kolkata- 700040,

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District: South 24 Parganas represented by its Karta, **SRI TARAK DUTTA (PAN AEWPD1534L, Aadhaar No.9125 8347 5731, Mobile No.9830507362)**, son of Late Kalipada Dutta, by faith - Hindu, by profession- Business, by Nationality - Indian, residing at 150D, Regent Colony, Police Station - Jadavpur now Regent Park, KMC Ward No.97, P.O. Regent Park, Kolkata - 700040, District - South 24 Parganas, State - West Bengal; the Developer herein to develop the Said Premises in accordance with the Structural Design and Drawing of the building plan which has been approved by the K.M.C (hereinafter for the sake of brevity referred to as the "K.M.C.") with its Building Permit No. **2024100070** Dated **8th July 2024** and relying on the representations made by the Owner and believing the same to be true and subject to further investigations being made by the Developer, the Developer has agreed to develop the Said Premises.

AND WHEREAS The Owner and the Developer have negotiated and arrived at an agreement to develop the Said Premises upon demolition of the/old structure for the mutual benefit on the terms and conditions, hereunder written.

NOW THIS AGREEMENT WITNESSETH. RECORDS. BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS:

Unless in this Agreement there is something contrary or repugnant to the subject or context, the following words shall have the following meanings:

AGREEMENT FOR SALE: shall mean an agreement to be entered into between the Developer and the allottee/ purchaser of the developer allocation.

ALLOTTEES/PURCHASERS: shall mean the person/s to whom an apartment/flat would be allotted or sold or otherwise transferred by the

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Developer and would include the person who would subsequently acquire the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment/flat would be given on rent.

ARCHITECT: shall mean the Architect who is already appointed by the Developer herein and/or such person or persons who may be appointed by the Developer as the Architect for the Said Building.

ASSOCIATION: shall mean any flat Owner' association, society or committee as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACES: shall mean the spaces in the portions of the ground floor level, whether open or covered, of the Said Building expressed or intended to be reserved for parking of motor cars/two wheelers.

COMMON AREAS, FACILITIES AND AMENITIES: shall mean the entire land, staircase and ultimate roof, common entrances and exits in the Said Building, terraces, open or covered car parking spaces, lodging of persons employed for the management of the Said Premises including accommodation for security persons, installations of central services such as electricity, gas, water and sanitation, water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use, all community and commercial facilities as provided in the said project and all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use, mentioned in the Forth Schedule hereunder written.

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COMMON EXPENSES: shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for the Common Purpose including those mentioned in the Fifth Schedule hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES: shall mean and include the purpose of managing, maintaining and up keeping the Said Building as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

CO-TRANSFEREE: shall mean all the prospective or actual transferees who for the time, being have agreed to acquire any Unit in the Said Building and for all unsold Unit and/or Units in Owner' allocation shall mean Owner and for all unsold Unit and/or Units in Developer's Allocation shall mean the Developer.

DATE OF COMMENCEMENT OF LIABILITY: shall mean the date on which the Owner takes actual physical possession of their allocation after fulfilling all obligations hereinafter or the date next after expiry of the Completion Notice irrespective of whether the Owner takes actual physical possession or not, whichever is earlier.

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DEPOSITS/EXTRA CHARGES/TAXES: shall mean the amounts hereunder to be deposited/paid by the Owner/ transferees of the units or their respective transferees to the Developer.

DEVELOPMENT: shall mean carrying out the development of the Said Premises, engineering or other operations in, on, over or under the land or the making of any material change in the Said Premises.

DEVELOPMENT WORKS: shall mean the external development works and internal development works on the Said land.

OWNER' ALLOCATION: as per building Sanction Plan

- i) Means Owner herein shall be entitled 60% of the Built-Up area 2639 Sq.Ft. $\times 4 = 10,556$ Sq.Ft. of the G+4 storied building i.e. 6,333.60 Sq.Ft. which stands for Entire 1st Floor, Flat no. 1A, 1B & 1C i.e. 2639 Sq.Ft., on the Third Floor Flat No. 3A & 3C i.e. 1,982 Sq.Ft. on the and on the Fourth Floor Flat No. 4C & 4B i.e. 1,655 Sq.Ft. and 6 numbers of Car parking on the Ground floor as per the building sanction plan now after giving all that proportionate share to the owner i.e. 6,276 Sq.Ft. the owner still has to get 57.60 Sq.Ft. more which means that the developer paid the owner the price for 57.60 Sq.Ft. as per market value i.e. $57.60 \times 7000 = 4,03,200/-$ (Rupees Four lakh three thousand two hundred) only for the new G+4 storied constructed building together with the proportionate undivided impartible share and/or interest in the land comprised in the Said Premises and right over the common areas, roof, facilities, amenities and installations in the Said Building.
- ii) the undivided proportionate impartible part or share in the land comprised in the Said Premises attributable to the constructed spaces above.



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- iii) the undivided proportionate impartible part or share in the same proportion in all common areas, ultimate roof, facilities and amenities of the Said Building.

DEVELOPER'S ALLOCATION: as per building Sanction Plan

i) Means the Developer shall be entitled 40% of the total Built-Up area 2639 Sq.Ft. X 4 = 10,556 Sq.Ft. of the G+4 storied building i.e. 4,222.40 Sq.Ft. which stands for Entire Second floor i.e. Flat No. 2A, 2B & 2C i.e. 2,639 Sq.Ft. on the Third Floor Flat No. 3B i.e. 657 Sq.Ft. and on the Fourth Floor Flat No. 4A i.e. 984 Sq.Ft. and 5 numbers of Car parking on the Ground floor of the proposed G+4 storied building hereinafter referred to as the "Developer's Allocation" (After providing the owners' allocation as more fully described herein below. The Developer shall be exclusively entitled to transfer or otherwise deal with or dispose of the Developer's Allocation to any other person/s without any right claim interest thereon whatsoever of the Owners and the Owners shall not in any way interfere with the same:

- ii) Together with the undivided proportionate impartible share in the same proportion in all common areas, ultimate roof, facilities and amenities in the Said Building.

DEVELOPMENT RIGHTS: shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire development rights of the Said Building on the Said Premises and shall include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction and permission to:

- (a) Enter upon and take possession and control of the Said Premises and every part thereof for the purpose of developing the Said Building:

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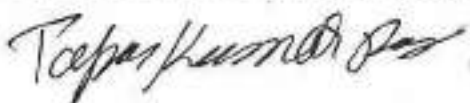
(b) Exercise full, free, uninterrupted, exclusive and enable marketing or transfer rights in respect of the constructed spaces in the Developer's Allocation of the Said Building by way of any manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of the constructed space to be constructed on the Said Premises and enter into agreements with such Transferees, Assignees as it deems fit and to receive the full and complete proceeds as per the terms herein and give receipts and hand over possession, use or occupation of the constructed space and proportionate undivided interest in the land underneath i.e. the Said Premises;

(c) Carry out the construction/development of the Said Building and remain in possession, control of peaceful enjoyment of the Said Premises or any part thereof until the completion of development of the Said Building and marketing or transfer of the constructed space in the Developer's Allocation of the Said Building on the Said Premises and every part thereof.

(d) Apply for and obtain from the relevant authorities all approvals for development and construction of the Said Building that are required to be obtained by the Developer in terms of this Agreement.

(e) Apply for and obtain from the relevant authorities all Approvals for the said residential Building use or purpose of the Said Premises and of the Said Building constructed thereon or on the part thereof.

(f) In the event of default by the Owner in compliance of their obligations under this Agreement, at the sole discretion of the Developer, to do all such acts, deeds and things that may be required for the Said Building or for compliance of the terms in this Agreement.



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- (g) Appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, Labor, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons.
- (h) Make payment and or receive the refund of all deposits, or other charges to and from all public or Governmental Authorities of public or private utilities relating to the development of the Said Premises paid by the Developer:
- (i) Make applications to the concerned Governmental, Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work including leveling, water storage facilities, water mains, sewages, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the Said Premises as may be required by any approval, layout plan or order of any Governmental Authority or semi-governmental authority and acquire relevant approvals for obtaining water and electricity connections and approvals for cement, steel and other building materials, if any as the Developer deems fit;
- j) Deal with, appear before and file applications, declarations, certificates and submit/receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Said Building necessary for the full, free, uninterrupted and exclusive development of the Said Premises, the development of and construction of building on the Said Premises,
- (k) Carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time.
- (l) Execute all necessary, legal and statutory writings, agreements and -documentations for the exercise of the Development rights and in connection

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with all the marketing, or transfer of the developer's part constructed space to be constructed on the Said Premises as envisaged herein.

(m) Manage the Said Premises and facilities/common areas constructed upon the Said Premises as may be required under the West Bengal Apartment Ownership Act, 1972 or any other Applicable Laws and/or rules made there under and/or to transfer/assign right to maintenance to any third party and to retain all benefits, consideration etc., accruing from such maintenance of the Said Building:

(n) Take appropriate actions, steps and seek compliances, approvals and exemptions under the provisions of the applicable law.

(o) Demarcate the common areas and facilities, in the Said Building in the sole discretion of the Developer and in consultation with the Owner, as per the lay out plan and applicable law and to file and register all requisite deeds and documents.

(p) Generally, all other acts, deeds and things that may be required for the exercise of the Development Rights.

(q) Take appropriate action for granting the project registered before Real Estate Regulatory Authority (RERA) and obtain RERA No. for the designated project.

FORCE MAJEURE: shall mean and include an event preventing either party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion,

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earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Parry) or any relevant Government or Court orders.

INTERNAL DEVELOPMENT WORKS: shall mean passages, water supply, sewers, drains, disposal of sewage water, solid waste management and disposal, energy management, fire protection and fire safety requirements as per sanctioned plans.

MAINTENANCE-IN-CHARGE: shall mean and include such agency or any outside agency to be appointed by Developer and the Owner jointly under this Agreement, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary not inconsistent with the provisions and covenants herein contained.

MARKETING: shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the Said Building to any transferee for owning or occupying any flat, unit, apartment, and/or constructed space either by the Owner or Developer.

SAID BUILDING: shall mean the Said Building to be constructed, erected and completed on the Said Premises in accordance with the Plan to be Approved by the competent authority.

PLAN: shall mean the building plan Approved by the competent authority together with all additions, alterations, modifications thereto from time to time made or to be made by Developer either under advice of the said authority or on the recommendation of the Architect or agreed upon between both parties from time to time.

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PROPORTIONATE OR PROPORTIONATELY: according to the context shall mean the proportion in which the built-up area of any Unit or Units may bear to the built-up area of all the Units in the Said Building where it refers to the share of the Owner in the Said Building, shall mean Owner' Allocation and where it refers to the share of Developer in the Said Building, shall mean Developer's Allocation.

SAID PREMISES: shall mean ALL THAT the piece or parcel of land measuring about **08(Eight) Cottahs 07 (Seven) Chattacks 20 (Twenty) Square-feet** a little along with two storied building. thereon, situate and lying at the K.M.C. Premises No 4/20, Chanditala Lane, P. S.-Regent Park, P. O.-Regent Estate, Kolkata-700040, District South 24 Parganas more fully and particularly mentioned and described in the First Schedule hereunder written.

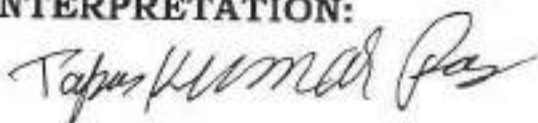
SAID SHARE: shall mean the undivided variable proportionate indivisible part or share in the land comprised in the Said Premises attributable to either party's allocation as in the context would become applicable,

SPECIFICATION: shall mean the specification for the said Building as mentioned in the Sixth Schedule hereunder written subject to the alterations or modifications-as may be suggested or approved by the K.M.C.

TITLE DEEDS: shall mean the documents of title of the Owner in respect of the Said Property and the documents referred to herein.

TRANSFER: with its grammatical variations shall include transfer by possession and by other means adopted-for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

2. **INTERPRETATION:**



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In this agreement save and except as otherwise expressly provided-

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience. of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a working day, the period in question shall end on the next working day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or novated.

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3. COMMENCEMENT:

3.1 This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution, as mentioned above (commencement date) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

4. OWNER REPRESENTATIONS: The Owner have represented and warranted to the Developer as follows:

- (a) The Owner is seized and possessed of and well and sufficiently entitled to the Said Premises. No person other than the Owner have any right, title and/or interest, of any nature whatsoever in the Said Premises or any part thereof.
- (b) The Owner has satisfied the Developer about his title in respect of the Said Premises based on the documents furnished and representations made by the Owner. The Owner shall answer all reasonable questions relating to the Said Premises which may be raised by any bank, financial institution or other nominee or nominees in the absence of Developer.
- (c) The Owner shall not do nor permit any one to do any act deed matter or thing which may affect the marketability of the Said Building, or which may cause charges encroachments litigations trusts liens impendence attachments and liabilities.
- (d) The Owner have not entered into any other Agreement for sale or transfer or development or lease etc. in respect of the Said Premises or any part thereof with any other person except the said Developer.
- (e) The Said Premises or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any

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law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owner and the Said Premises is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

(f) No suits, and/or any other proceedings and/or litigations are pending in respect of the Said Premises or any part thereof and that the Said Premises is not involved in any other civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature are pending or threatened by or against the Owner or in respect whereof the Owner are liable to indemnify any person concerned and as far as the Owner are aware there are no facts likely to give rise to any such proceedings.

(g) Subject to what has been stated in this Agreement, the Owner have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the grant of rights to Developer under this Agreement including, exercise by Developer of the right to develop the Said Premises.

(h) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the Said Premises and there are no facts, which may give rise to any such dispute.

5. **DEVELOPER'S REPRESENTATION:**

Developer has represented and warranted to the Owner as follows:

- a) The Developer has sufficient infrastructure, expertise and resources in the field of development and-construction of real estate.
- b) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

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6. POSSESSION FOR DEVELOPMENT:

The Owner shall within 30 (thirty) days from the date of obtaining building plan from the Approved by the competent authority shall handover entirely vacant and peaceful possession of their occupied portions to the Developer for the purpose of construction in terms hereof and the Developer shall be in such possession till the completion of the project. It is made clear that making over possession of the Said Premises by the Owner to the Developer shall not be under Section 53A of the Transfer of Property Act. The right to transfer by Conveyance of the Developer's Allocation shall only arise after handing over Owner's Allocation to the Owner for the said Property.

7. STEPS FOR DEVELOPMENT OF THE SAID PREMISES:

7.1 The Parties have mutually decided the development of the Said Premises by construction of the Said Building thereon. The Developer shall construct or cause to be constructed the Said Building at its own costs and expenses.

7.2 Upon development of the Said Building, the saleable spaces therein and all other spaces shall be shared between the Parties in the manner and on the terms and conditions recorded in this Agreement.

7.3 The Parties hereby accept the Basic Understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. In consideration of Developer, agreeing to construct and deliver to the Owner the constructed area being the Owner's Allocation, the Owner agrees to transfer proportionate undivided share in the Said Premises to the Developer or his nominee or nominees being the Developer's Allocation in such part or parts as Developer may desire.

7.4 By virtue of the rights hereby granted Developer is authorized to build upon and exploit the Said Premises by constructing the Said Building

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and dealing with the spaces in the Said Building with corresponding undivided proportionate share in the land and according to the respective allocations and the marketing format.

7.5 In consideration of the development of the Said Premises by the Developer herein and the Developer having undertaken the construction of the Said Building as per agreed specification, the Owner agrees to transfer the proportionate, undivided and impartible share in the Said Premises in favor of the intending transferee(s) of the constructed space in the Said Building, if required.

7.6 The development rights granted herein includes the exclusive right, authority and authorization to the Developer to:

- a) hold, occupy, enter upon and use the Said Premises for the purpose of development only by constructing building thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate.
- b) appoint architects, consultants, contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities:
- c) establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities.
- d) carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the development work. It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Developer herein, the Developer shall not fasten any liability on the Owner and shall keep the Owner safe, harmless and

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indemnified against all liabilities, civil or criminal, and all costs, charges and expenses arising there from.

7.7. The Owner shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection and the documents being made available to the Owner. In addition to the aforesaid, the Owner shall sign, execute and register a General Power of Attorney authorizing the Developer or its representative(s) to do, act and perform all or any of the obligations as mentioned above.

8. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF SAID BUILDING:

8.1. The Developer with their own cost and expenses shall be entitled to demolish the existing building/structure standing on the Said Premises and dispose of the proceeds thereof. The Developer shall be entitled to the net realization thereof exclusively.

8.2. The Owner shall be entitled to take away without any cost all the furniture, fixtures, fittings, etc. of the existing building on the Said Premises prior to the demolition thereof.

8.3. The Owner hereby authorizes the Developer to appoint the Architect and other consultants to complete the Said Building. All costs charges and expenses for post sanction of the plan in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owner shall have no liability or responsibility.

8.4. The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the

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Owner construct, erect and complete the Said Building pursuant to the plan and as per the specifications mentioned in the Second Schedule hereunder and/or as be recommended by the Architect from time to time (collectively Specifications). The decision of the Architect regarding all aspects of construction including the quality of materials shall be final and binding on the Parties. However, none of the materials shall be in anyway inferior to the materials as specified in the Second Schedule hereunder written.

8.5. The Developer shall construct, erect and complete the Said Building within a period of 30 (Thirty) months from the date of signing this agreement of construction with a grace period of 6 (Six) months subject to force majeure. Even after the extended period of 6 (six) months the Developer fails to complete the construction of the Said Building the Owner shall have right to cancel this Development Agreement, revoke the Development Power of Attorney and shall enter into a fresh Development Agreement with any Developer of his choice.

8.6. The Developer shall at its own costs install and erect in the Said Building, pump, water storage tank, overhead reservoir, water and sewage connection, electric connection and all other necessary amenities and facilities.

8.7. The Developer is hereby authorized in the name of the Owner to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owner and required for the construction of the Said Building but in no circumstances the Owner shall be responsible for the price/value, storage and quality of the building materials.

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8.8. The Developer shall be authorized in the name of the Owner to apply for & obtain temporary connections of water, electricity, drainage and sewerage and other necessary utilities,

8.9. The costs charges and expenses for making any additions or alterations and/or for providing any additional facility and/or utility and/or up-gradation of building material at the request of the Owner in or relating to the Unit[s] belonged to Owner' Allocation shall be borne by the Owner in full. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit[s] ultimately resulting in delay in the delivery of possession of the said Unit's by the Developer to the Owner, the Developer shall not be liable for any interest damages compensation etc.

9. POWERS AND AUTHORITIES:

9.1. The Owner hereby agrees to ratify and confirm all acts, deeds and things lawfully done in the interest of the Project by the Developer and persons nominated by the Developer in pursuance of the rights and authorities granted as aforesaid after due notice to the owner.

9.2. Notwithstanding anything contained above, the Owner shall grant to the Developer and/or his nominees a registered General Power of Attorney for the purpose of doing all acts required for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer,

9.3. Notwithstanding anything contained above, the Owner shall grant to the Developer and/or its/his nominees a registered General Power of Attorney for the purpose of entering into agreement for sale of the Unit/s attributable to the Developer's allocation only.

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9.4. Notwithstanding anything contained above, the Owner shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of sale, transfer and/or otherwise disposal of the Unit(s) attributable to the Developer's allocation only.

10. DEALING WITH SPACES IN THE SAID BUILDING:

10.1. Upon development of the Said Building, the saleable spaces therein and all other spaces shall be shared between the Parties in the manner and on the terms and conditions recorded in this Agreement.

10.2. The parties shall be free to deal with their respective allocations in such manner as they may deem fit and proper. For the said purpose the parties shall be entitled to enter into agreements with the transferees on such terms and conditions as they may deem fit and proper, however such agreements shall maintain similarity in format and the common terms and conditions as determined by the Developer as well as the Owner.

10.3. If required, the Developer and the Owner hereby agree to join in, execute and be present before the concerned registering authorities for execution of and registration of the Deed(s) of Conveyance or Deed(s) of Lease or other necessary document(s) for transferring and/or demising of any space(s)/Unit(s) in the Said Building unto and in favor of the intending purchasers /lessees/ transferees as and when called upon to do so without charging any additional consideration whatsoever and the cost for stamp duty and registration charges in respect thereof shall be borne by such intending purchasers/lessees/transferees as the case may be.

11. MUNICIPAL TAXES AND OUTGOINGS:

11.1. All Municipal rates, taxes and outgoings on the Said Premises relating to the period prior to the commencement of construction shall be borne, paid

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and discharged by the Owner and such dues shall be borne and paid by the Owner as and when called upon by Developer, without raising any objection thereto. However, in the event of any sum paid in excess by the Owner, the Owner shall be entitled to the refund of the same.

11.2. As from the date of commencement of construction of Said Building, Developer shall be liable for Municipal rates and taxes as also other outgoings in respect of the Said Premises till such time Said Building is ready for occupation, after which, the Parties and/or their respective transferees or nominees shall become liable and responsible for payment of Municipal rates and taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

12. POST COMPLETION MAINTENANCE:

12.1. On and from the date of expiry of the period to be specified in the written notice to be given by Developer to the Owner (Possession Date), the parties shall become liable and responsible for the payments of rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.

12.2. After the possession of their respective allocations are taken over by the Parties or their respective transferee or transferees, they shall pay or deposit with the Developer the proportionate costs for LT connection charges, switchgear, cables and allied installations. However, the Owner shall pay only the security deposit for their individual meter connections to CESC Ltd, as per the bills to be raised by CESC Ltd.

12.3. The parties and respective nominees/transferees shall punctually and regularly pay the rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified

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against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.

12.4. The Maintenance Society/Association shall manage and maintain the Common Portions and services of the Said Building and " shall collect the costs and service charge therefore (Maintenance Charge) from the flat Owner. It is clarified that the Maintenance Charge shall include premium for the insurance of the Said Building, tax for water, electricity, sanitation and scavenging charges and occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment'

13. COMMON RESTRICTIONS:

13.1. The Owner and the Developer's Allocation in the Said Building shall be subject to the same restrictions as are applicable to Ownership buildings, intended for common benefit of all occupiers of the Said Building, which shall include the following:

- (a) No occupant of the Said Building shall use or permit to be used his space or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the Said Building.
- (b) No occupant of the Said Building shall demolish or permit demolition of any wall or other structure in his respective space or any portions, major or minor without the written consent of Developer.
- (c) No occupant of the Said Building shall transfer or permit transfer of his space or any portion thereof unless all terms & conditions to be observed

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

(d) All occupants of the Said Building shall abide by all laws, byelaws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws, rules and regulations.

(e) All occupants of the Said Building shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of his respective space in good working condition and repair and in particular so as not to cause any damage to the Said Building or any other space or accommodations therein & shall keep the other occupiers of the Said Building indemnified from and against the consequences of any breach.

(f) No occupant of the Said Building shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the Said Building or any part thereof and shall keep the other occupiers of the Said Building harmless and indemnified from and against the consequences of any breach. -

(g) No occupant of the Said Building shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the Said Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the Said Building.

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(h) No occupant of the Said Building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the Said Building or in the compound, corridors or any other portion or portions of the Said Building.

13.2. For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the Said Building shall permit the agency to be appointed with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

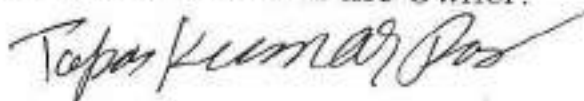
14. RESPONSIBILITIES OF THE DEVELOPER:

14.1. Execution of the Project shall be in conformity with the prevailing rules and bye laws of all concerned authorities and State Government/ Central Government bodies.

14.2. The Developer shall indemnify the construction of the Said Building with the help of professional bodies, contractors, etc.

14.3. The Developer shall construct the Said Building at its own cost and responsibility. The Developer shall be responsible and liable to Government, Corporation and other authorities concerned as also to all the labor, staff and employees engaged by it and shall be liable for any loss or for any claim arising from such construction and shall indemnify Owner against any claims, loss or damages for any default or failure or breach on the part of the Developer.

14.4. The Developer hereby agrees and covenants with the Owner not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent of the Owner.



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14.5. The Developer hereby agrees and covenants with the Owner not to violate or contravene any of the provisions of the laws and rates applicable to construction of the Said Building.

14.6. All the expenses relating to the construction as well as for legal permissions from the legal authorities for all paperwork and documentation will be borne by the Developer.

14.7. The Developer hereby agrees to obtain Completion Certificate for the said newly constructed Building from the Kolkata Municipal Corporation (K.M.C) before handing over to the Owner his allocation in the said Premises.

15. RESPONSIBILITIES OF THE OWNER:

15.1. The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Premises by construction of Said Building thereupon.

15.2. The Owner shall provide the Developer with any & all necessary documentation and information relating to the Said Premises as may be required by the Developer from time to time.

15.3. The Owner shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

15.4 The Owner hereby covenants not to cause any interference or hindrance in the construction of the Said Building.

15.5. Not to do anything whereby the Developer is prevented from developing, constructing, completing the Said Building and selling, assigning and/or disposing of any part or portion of the constructed area or saleable area, construction as per law attributable to Developer's Allocation.

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15.6. The Owner Shall be fully responsible and liable for the sale of his allocated portion for the new G+4 storied building, and he will only be liable to take the total consideration money of the flat value from the Purchaser and the Purchaser will pay the G.S.T. of the sold flat directly to the Developer. The purchaser will pay the G.S.T. amount to the Developer at the time of paying every consideration money to the Owner. As the Owner is not an G.S.T. registered person so the G.S.T. will be paid to the developer by the purchaser.

16. INDEMNITY:

16.1. The Developer shall indemnify & keep the Owner saved, harmless and indemnified of from and against all loss, damage or liability (whether criminal or civil) suffered by the other party including any act of default of obtaining any permission or violation of rules, regulations or byelaws or arising out of any accident or otherwise.

16.2. The Owner shall indemnify & keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer resulting from breach of this Agreement by the Owner and/or arising from any successful claim by any third party for any defect in title of the Said Premises.

17. MISCELLANEOUS:

17.1. The agreement entered by and between the parties herein is and shall be on principal-to-principal basis.

17.2. The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.



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17.3. 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.

17.4. Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

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

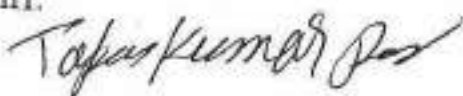
17.6. The Owner shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owner indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax, Service Tax or any other taxes in respect of the Owner's Allocation and the Owner shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owner's Allocation.

17.7. The name of the building shall be such as may be decided by Developer in consultation with the Owner.

18. **DEFAULTS:**

18.1. The following shall be the events of default:

- a) If the Owner fail to comply with any other obligation contained herein.
- b) If the Developer fails to comply with any other obligations contained herein.



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18.2. In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within the time and in the manner to be mentioned in the said notice.

18.3. Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

18.4. In case of the default continues for a period of thirty 30 (Thirty) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party and in that event the aggrieved party may approach the Court within the jurisdiction of the Said Premises.

19. FORCE MAJEURE:

19.1. If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall forthwith serve notice in writing to the Owner specifying the nature and extent of the circumstances giving rise to the events of force majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the events of force majeure, during the continuance thereof, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. The Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended

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accordingly upon occurrence and cessation of any event constituting force majeure.

19.2. The Developer claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of force majeure.

20. ENTIRE AGREEMENT:

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

21. AMENDMENT/MODIFICATION:

21.1. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

22. NOTICE:

22.1. Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by the simile transmission 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 by each party from time to time).

22.2. Any such notice or other written communication shall be deemed to have been served:

22.2.1. If delivered personally, at the time of delivery.

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22.2.2. If sent by prepaid recorded delivery or registered post or courier service and handing over the same by the postal authorities.

22.2.3. 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 by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities 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.

23. **SPECIFIC PERFORMANCE:**

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

24. **JURISDICTION:**

24.1. The Courts of Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.

FIRST SCHEDULE (PREMISES)

ALL THAT the piece or parcel of homestead land admeasuring 8 (Eight) Cottahs 7 (Seven) Chittacks 20 (Twenty) Sq. ft., a bit more or less together with partly two storied ^{4. Rf-800089 ft 4 1/2 FL 1000 sq. ft.} and partly single storied brick built building standing thereon totally admeasuring 4000 Sq. ft., a bit more or less situate and lying at the Municipal Premises No. 4/20, Chanditola Lane, Police Station Regent Park, Kolkata 700040, (formerly being a part of Municipal Holding No. 4,

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Chanditola Lane, being Plot Nos. 83A and 84A of said Gokul Kunja, Pargana Khaspur, Collector's Touzi No. 151, J.L. No. 42, Mouza Shibpur, formerly Police Station Tollygunge, formerly within the limits of Tollygunge Municipality, within the limits of the Kolkata Municipal Corporation Ward No. 97 under Assessee No. 21-097-03-0032-6, District Registration Office at Alipore, District South 24 Parganas butted and bounded in the manner as follows:

ON THE NORTH : By the Premises No. 4/25, Chanditola Lane
ON THE SOUTH : By the Premises No. 4/60, Chanditola Lane
ON THE EAST : By the K.M.C. Road named Chanditola Lane
ON THE WEST : By Premises Nos. 4/23, 4/75, 4/50, 4/58 & 4/64,
Chanditola Lane

SECOND SCHEDULE ABOVE REFERRED TO: -

(Land Owner's Allocation)

All That 60% of the total Built-Up area 2639 Sq.Ft. X 4 = 10,556 Sq.Ft. of the G+4 storied building i.e. 6,333.60 Sq.Ft. which stands for Entire 1st Floor, Flat no. 1A, 1B & 1C i.e. 2639 Sq.Ft., on the Third Floor Flat No. 3A & 3C i.e. 1,982 Sq.Ft. on the and on the Fourt Floor Flat No. 4C & 4B i.e. 1,655 Sq.Ft. and 6 numbers of Car parking on the Ground floor as per the building sanction plan now after giving all that proportionate share to the owner i.e. 6,276 Sq.Ft. the owner still has to get 57.60 Sq.Ft. more which means that the developer paid the owner the price for

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57.60 Sq.Ft. as per market value i.e. $57.60 \times 7000 = 4,03,200/-$ (Rupees Four lakh Three thousand Two hundred) only for the new G+4 storied constructed building together with the proportionate undivided impartible share and/or interest in the land comprised in the Said Premises and right over the common areas, roof, facilities, amenities and installations in the Said Building, hereinafter referred to as the "**Owner's Allocation**" of the said proposed new G+ Four storied building to be constructed on the said land / Premises in accordance with the scheme or plan approved by the K.M.C in the said Building, together with undivided, un-demarcated, proportionate share of the land underneath the said building in the said premises, roof right and undivided proportionate share in the common parts, amenities and facilities and all easement rights thereto in accordance with the provisions hereinbefore contained and the said allocation at K.M.C. Premises No. 4/20, Chanditola Lane, Police Station Regent Park, Kolkata 700040, within the limits of the Kolkata Municipal Corporation Ward No. 97, Dist. South 24 Pargaranas, within the territorial limits of the Kolkata Municipal Corporation.

THIRD SCHEDULE ABOVE REFFERED TO: -

(Developer's Allocation)

All That 40% of the total Built-up area 2639 Sq.Ft. $\times 4 = 10,556$ Sq.Ft. of the G+4 storied building i.e. 4,222.40 Sq.Ft. which stands for Entire Second floor i.e. Flat No. 2A, 2B & 2C i.e. 2,639 Sq.Ft. on the Third Floor Flat No. 3B i.e. 657 Sq.Ft. and on the Fourth Floor Flat No. 4A i.e. 984 Sq.Ft. and 5 numbers of Car parking on the Ground floor of the proposed

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G+4 storied building hereinafter referred to as the "Developer's Allocation" of the said proposed new G+ Four storied building to be constructed on the said land / Premises in accordance with the scheme or plan approved by the K.M.C excepting and reserving the Owner's Allocation as per Second Schedule hereinbefore written in the said Building, together with undivided, un-demarcated, proportionate share of the land underneath the said building in the said premises, roof right and undivided proportionate share in the common parts, amenities and facilities and all easement rights thereto in accordance with the provisions hereinbefore contained and the said allocation at K.M.C. Premises No. 4/20, Chanditala Lane, P. S.- Regent Park, P. O.- Regent Estate, Kolkata-700040, within the limits of the Kolkata Municipal Corporation Ward No. 97, Dist.- South 24 Parganas, within the territorial limits of the Kolkata Municipal Corporation.

FORTH SCHEDULE (COMMON AREAS)

(Common Areas)

- a. Staircase on floors of the Said Building.
- b. Staircase landings on all the floors.
- c. Common passage, back spaces, lobbies on the ground floor excepting car parking areas.
- d. Roof of the building.
- e. Main electrical wiring, meters and fitting excluding those as are not installed for any flat.
- f. Drainage and sewers.

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- g. Pump, motor, pump room, all plumbing installations for carrying of water from the underground water reservoir to the overhead water reservoir and other common plumbing installations.
- h. Boundary Walls and Main Gates.
- i. Lawns and gardens, if any, on the Ground Floor.
- j. Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the Said Building as are necessary for passage to or user and occupancy of the said flats in common and as are specified by the Developer expressly to be the common parts after construction of the Said Building.

FIFTH SCHEDULE (COMMON EXPENSES)

Common expenses

- a) All cost of maintenance, operating, replacing, whitewashing, painting, rebuilding, re-construction, decorating, re-decorating and lighting the common parts and the outer walls of said building and parking spaces.
- b) The salaries of all persons employed for the same purposes.
- c) Insurance premium for insuring the said building against earthquake, fire, lighting, non-damage, civil commotion etc.
- d) All charges and deposit for supplies of common utilities.
- e) Municipal taxes and other outgoings save those as are separately assessed on the respective unit.
- f) Costs and charges of establishment of maintenance of the building and for watch and ward staff.

Tapas Kumar Das

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Tarak Dutta HUF
KARTA

- g) All litigation expenses for protecting the title of the said land and building.
- h) The office expenses incurred for maintaining the office for common purposes.
- i) All other expenses and outgoings as are deemed by the Developer/Vendors and/or company to be necessary or incidental for and regulating inter so the rights of the purchasers.

All expenses referred above shall be borne and paid proportionately by co purchasers on and from the date of taking charge and occupation of their respective units, but the Vendors and/or Developers shall be liable to bear such charges in respect of unsold units proportionate to their share.

SIXTH SCHEDULE

(Technical Specifications of the proposed construction)

Structure	Building designed on RCC Frame and foundation being earthquake resistant building
Steel	SRMB/Elegant or equivalent make
Cement	Ultratech/Lafarge make
Brick Work	First Class bricks cement mortar (1:6) for 200 mm 125 mm thick walls and 1:4 for 78 mm thick brick wall
Flooring	Good quality vitrified tiles flooring in all bedrooms and in the living-cum-dining area
Toilets	Flooring of anti-skid tiles with wall dados in colored ceramic

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	tiles up to door height with modern CP fittings of Parryware/ Hindware make, Geyser point with concealed Hot & Cold water pipeline and exhaust point
Kitchen	Flooring of anti-skid tiles of NITCO/ORIENT quality make with granite (telephone black) work/countertop and colored ceramic tiles with Stainless Steel sink, Geyser with Hot & Cold water pipeline and chimney points.
Windows	Aluminum powder coated make sliding extended windows (Box Grill) with required smoked glasses.
Doors	Seasoned Malayasian Sal wood frame and all internal flush doors and 35 mm wooden (Mahogany unpolished) Panel Door along with night latches (Godrej) and Collapsible gates for Main Door.
Sanitary Ware	All by JAQUAR/PARRYWARE make only
Grill	MS Grills
Electricals	Concealed copper wiring by Finolex provided from ground or to each unit with adequate points, modular switches and MCB's all of Havells/Crabtree make
Water Supply	24 hours Water supply through KMC for which underground and overhead reservoirs to be installed on ground floor and roof with proper protection. PVC pipeline.
Roof	Water Proofing treatment done by Pidilite and completed tiles

Tarun Kumar Das

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	flooring along with roof insulation. Thick Boundary walls.
Staircase	Vitrified Tiles flooring & steel/MS Railing with stainless steel handle
Internal Walls	High Quality Internal Wall Care Putty of Birla/JK make over cement plastering
External Walls	Cement plastering finished with external putty on all sides, two coats primer and paints by an authorized applicator from Asian Paints/Berger Damp proof treatment. Thick Boundary wa
Lift	1 (One) Lift by LT Elevator (automatic) make of 4 to 5 Passengers
Telephone Wiring	Concealed wiring provided from ground floor up to each unit and in all rooms
Security System	Intercom with separate wiring from the ground floor/reception lobby for each individual flats with CCTV camera will be installed
Exterior	Aesthetically designed Modern Elevation
Others	Car Wash Facility in the Ground Floor with tap Ground floor will be fixed with suitable tiles Main Gate with adequate lighting Common Toilets & Bathrooms for Servants in Ground Floor

Tapas Kumar Das

TARAK DUTTA
Tarak Dutta
KARTA

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seals on the Day, Month and Year first above written.

Signed, Sealed and Delivered by the

Land Owner and Developer above-named at Kolkata

in the presence of :

1. *Asim Sinha*
S/o Late Ajit K. Sinha
Vill - Malda
P.O. Kalkagoria
P.S. Debra
Dist Paschim Medinipur
Pin - 721136

Tarak Kumar Das

Signature of the Owner

- 2 *Shila Karmakar*
C/o Subal Biswas
Add- 57/2k Mahanagar
M. S. C Bose Road
KOL - 700040.

TARAK DUTTA HUF
[Signature]
KARTA

Signature of the Developers

Drafted & prepared by as per instruction-

Bijoy Sankar Basu
BIJOY SANKAR BASU
ADVOCATE
High Court Calcutta
Enrl No: F805/808 of 1976

Received of and from the within named **Owner** the within mentioned sum of **Rs. 4,03,200/- (Rupees Four lakh three thousand two hundred) only** towards Development Agreement at K.M.C. Premises No. 4/20, Chanditala Lane, P. S.-Regent Park, P. O.- Regent Estate, Kolkata-700040, within the limits of the Kolkata Municipal Corporation Ward No. 97, Dist. - South 24 Parganas, within the limits of the Kolkata Municipal Corporation, as described in the Second Schedule hereinbefore written and as per memo written below.

Paid by-

Cheque No.	Dated	Drawn On Bank & Branch	Amount (Rs)
000367	18.12.2024	HDFC Bank Ltd. Tollygunge	Rs. 4,03,200/-
Total			Rs. 4,03,200/-

Witnesses:-

1. *Asim Sinha*
90 Dale Ash vs Sinha
Vet- Malla
P.O- Kallinagerua
PS Debra
Dist- Paschim Medinipur
Pin - 721136.


2. *Shila Karmakar.*
C/O- Subal Biswas.
Add - 57/2K Nehru colony
M. S. C. Base Road.
KOL - 700040.

I say, I received,

Tapan Kumar Das


Signature of Owner

SPECIMEN FORM FOR TEN FINGER PRINTS

PHOTO 	<u>Little Finger</u>	<u>Ring Finger</u>	<u>Middle Finger</u>	<u>First Finger</u>	<u>Thumb</u>
	<u>Thumb</u>	<u>First Finger</u>	<u>Middle Finger</u>	<u>Ring Finger</u>	<u>Little Finger</u>


Signature

Tapen Kumar Das


PHOTO 	<u>Little Finger</u>	<u>Ring Finger</u>	<u>Middle Finger</u>	<u>First Finger</u>	<u>Thumb</u>
	<u>Thumb</u>	<u>First Finger</u>	<u>Middle Finger</u>	<u>Ring Finger</u>	<u>Little Finger</u>

Signature

ARAK DUTTA

PHOTO 	<u>Little Finger</u>	<u>Ring Finger</u>	<u>Middle Finger</u>	<u>First Finger</u>	<u>Thumb</u>
	<u>Thumb</u>	<u>First Finger</u>	<u>Middle Finger</u>	<u>Ring Finger</u>	<u>Little Finger</u>

Signature

PHOTO 	<u>Little Finger</u>	<u>Ring Finger</u>	<u>Middle Finger</u>	<u>First Finger</u>	<u>Thumb</u>
	<u>Thumb</u>	<u>First Finger</u>	<u>Middle Finger</u>	<u>Ring Finger</u>	<u>Little Finger</u>

Signature



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



192024250320294228

GRN Details

GRN:	192024250320294228	Payment Mode:	SBI Epay
GRN Date:	17/12/2024 22:20:33	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4146061711417	BRN Date:	17/12/2024 22:21:33
Gateway Ref ID:	IGASFIBBI2	Method:	State Bank of India NB
GRIPS Payment ID:	171220242032029421	Payment Init. Date:	17/12/2024 22:20:33
Payment Status:	Successful	Payment Ref. No:	2003182642/1/2024
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr SHYAMAL CHATTERJEE
Address:	40B, CENTRAL ROAD, KOLKATA-700032
Mobile:	9836105452
Period From (dd/mm/yyyy):	17/12/2024
Period To (dd/mm/yyyy):	17/12/2024
Payment Ref ID:	2003182642/1/2024
Dept Ref ID/DRN:	2003182642/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003182642/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	2003182642/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	4053
Total				24074

IN WORDS: TWENTY FOUR THOUSAND SEVENTY FOUR ONLY.

Major Information of the Deed

Deed No :	I-1602-17038/2024	Date of Registration	18/12/2024
Query No / Year	1602-2003182642/2024	Office where deed is registered	
Query Date	16/12/2024 7:32:14 AM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	S DAS ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8240369134, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration (No of Declaration : 2), [4311] Other than Immovable Property, Receipt [Rs : 4,03,200/-]		
Set Forth value	Market Value		
	Rs. 1,36,60,326/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,121/- (Article:48(g))	Rs. 4,085/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assament slip.(Urban area)		

Land Details :




District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Chanditala Lane, , Premises No: 4/20, , Ward No: 097 Pin Code : 700040

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS -)		Bastu	8 Katha 7 Chatak 20 Sq Ft		1,06,60,326/-	Property is on Road
Grand Total :				13.9677Dec	0/-	106,60,326 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4000 Sq Ft.	0/-	30,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 3000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		4000 sq ft	0/-	30,00,000 /-	




Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr TAPAS KUMAR ROY Son of Late HARIPRASANNA ROY Executed by: Self, Date of Execution: 18/12/2024 , Admitted by: Self, Date of Admission: 18/12/2024 ,Place : Office	Photo  <small>18/12/2024</small>	Finger Print  <small>LT1 18/12/2024</small>	Signature  <small>18/12/2024</small>
RABINDRANAGAR, City:- , P.O:- MIDNAPORE, P.S:-Kotwali , District:-Paschim Midnapore, West Bengal, India, PIN:- 721101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX6 , PAN No.: ADxxxxxx1H, Aadhaar No: 51xxxxxxxx3047, Status :Individual, Executed by: Self, Date of Execution: 18/12/2024 , Admitted by: Self, Date of Admission: 18/12/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	TARAK DUTTA HUF T6/B, NETAJI SUBHAS CHANDRA BOSE ROAD, City:- , P.O:- REGENT PARK, P.S:-Regent Park, District:- South 24-Parganas, West Bengal, India, PIN:- 700040 Date of Incorporation:XX-XX-2XX2 , PAN No.: AAxxxxxx7N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr TARAK DUTTA (Presentant) Son of Late KALIPADA DUTTA Date of Execution - 18/12/2024, , Admitted by: Self, Date of Admission: 18/12/2024, Place of Admission of Execution: Office	Photo  <small>Dec 18 2024 12:58:16</small>	Finger Print  <small>LT1 18/12/2024</small>	Signature  <small>18/12/2024</small>
150D, REGENT COLONY, City:- , P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24- Parganas, West Bengal, India, PIN:- 700040. Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: AExxxxxx4L, Aadhaar No: 91xxxxxxxx5731 Status :Representative, Representative of : TARAK DUTTA HUF (as KARTA)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SHYAMAL CHATERJEE Son of Late S K CHATTERJEE III/71, BUJOYGARH COLONY, City:- P.O:- JADAVPUR UNIVERSITY, P.S:- Jadavpur, District-South 24 Parganas, West Bengal, India, PIN:- 700032			
	18/12/2024	18/12/2024	18/12/2024

Identifier Of Mr TAPAS KUMAR ROY, Mr TARAK DUTTA

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr TAPAS KUMAR ROY	TARAK DUTTA HUF-13.9677 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr TAPAS KUMAR ROY	TARAK DUTTA HUF-4000.000000000 Sq Ft

Endorsement For Deed Number : I - 160217038 / 2024

On 18-12-2024

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

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

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

Presented for registration at 12:04 hrs on 18-12-2024, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Mr TARAK DUTTA.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,36,60,326/-

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

Execution is admitted on 18/12/2024 by Mr TAPAS KUMAR ROY, Son of Late HARIPRASANNA ROY, RABINDRANAGAR, P.O: MIDNAPORE, Thana: Kotwali

,, Paschim Midnapore, WEST BENGAL, India, PIN - 721101, by caste Hindu, by Profession Business

Identified by Mr SHYAMAL CHATTERJEE, , Son of Late S K CHATTERJEE, 9/7/1, BIJOYGARH COLONY, P.O: JADAVPUR UNIVERSITY, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession Business

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

Execution is admitted on 18-12-2024 by Mr TARAK DUTTA, KARTA, TARAK DUTTA HUF, 76/B, NETAJI SUBHAS CHANDRA BOSE ROAD, City:- , P.O:- REGENT PARK, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN - 700040

Identified by Mr SHYAMAL CHATTERJEE, , Son of Late S K CHATTERJEE, 9/7/1, BIJOYGARH COLONY, P.O: JADAVPUR UNIVERSITY, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 4,085.00/- (B = Rs 4,032.00/- , E = Rs 21.00/- , H = Rs 28.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 4,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/12/2024 10:21PM with Govt. Ref. No: 192024250320294228 on 17-12-2024, Amount Rs: 4,053/-, Bank: SBI EPay (SBlePay), Ref. No. 4146061711417 on 17-12-2024, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 20,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 098243, Amount: Rs.100.00/-, Date of Purchase: 30/11/2024, Vendor name: JAYDEEP CHATTERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/12/2024 10:21PM with Govt. Ref. No: 192024250320294228 on 17-12-2024, Amount Rs: 20,021/-, Bank: SBI EPay (SBlePay), Ref. No. 4146061711417 on 17-12-2024, Head of Account 0030-02-103-003-02


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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2024, Page from 557651 to 557724
being No 160217038 for the year 2024.



Digitally signed by Suman Basu
Date: 2024.12.20 12:19:40 +05:30
Reason: Digital Signing of Deed.

(Suman Basu) 20/12/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS

West Bengal.