

6133/2023

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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

AG 767469

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

Additional Registrar of Assurances-IV, Kolkata



Additional Registrar of Assurances-IV, Kolkata

3 MAY 2023

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is executed at Kolkata on this 12th day of APRIL, 2023 (Two Thousand & Twenty-Three);

Visit Case No. 1412 dt 12/4/23

J (1)-	250
J (2)-	250
Total	500
Received on	

ARA-TV
Kolkata

28839

SL. No. Date: JUN 2022
Rs.
Name:
Address:

SAYAK CHAKRABARTY
ADVOCATE
HIGH COURT AT CALCUTTA

SMRITI BIKASH DAS
Govt. Licence Stamp Vendor
Alipore Police Court
Koi-27

[Signature]



2971

[Signature]

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2972



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[Signature]



2973

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
12 APR 2023

[Signature]
A-777-140



Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19042000846002/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Dibyendra Krishna Sarkar 538, Salimpur Road, City:- , P.O:- Dhakuria, P.S.-Kasba, District:-South 24-Parganas, West Bengal, India. PIN - 700031	Land Lord		2972 	 12/4/23
2	Mr Rameswar Prasad 24/1B, Alipore Road, City:- , P.O - Alipore, P.S.-Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Representative of Developer [Prasad Skyscrapper LLP]		2971 	 12/4/23
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Asit Manna Son of Mr. A K Manna 6, Old Post Office Street, City:- , P.O:- G P O, P.S.-Hare Street, District:- Kolkata, West Bengal, India, PIN:- 700001	Mr Dibyendra Krishna Sarkar, Mr Rameswar Prasad		2973 	 12/4/23

(Sumanth Sikdar)

ADDITIONAL REGISTRAR
OF ASSURANCE



OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal

A faint, circular official stamp is visible in the lower center of the page. It appears to be a circular seal or stamp, possibly containing text or a logo, but the details are too light to discern. A signature or scribble is written across the bottom half of the stamp.





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



300320232035473218

GRIPS Payment Detail

GRIPS Payment ID:	300320232035473218	Payment Init. Date:	30/03/2023 14:17:47
Total Amount:	75041	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4643323362420	BRN Date:	30/03/2023 14:18:55
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Miss SHWETA GHOSH
Mobile: 6295982840

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192022230354732198	Directorate of Registration & Stamp Revenue	75041
Total			75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.





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



192022230354732198

GRN Details

GRN:	192022230354732198	Payment Mode:	SBI Epay
GRN Date:	30/03/2023 14:17:47	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	4643323362420	BRN Date:	30/03/2023 14:18:55
Gateway Ref ID:	308919260306	Method:	State Bank of India UPI
GRIPS Payment ID:	300320232035473218	Payment Init. Date:	30/03/2023 14:17:47
Payment Status:	Successful	Payment Ref. No:	2000846002/4/2023
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Miss SHWETA GHOSH
Address:	16, SUDDER STREET, KOL-16
Mobile:	6295982840
Period From (dd/mm/yyyy):	30/03/2023
Period To (dd/mm/yyyy):	30/03/2023
Payment Ref ID:	2000846002/4/2023
Dept Ref ID/DRN:	2000846002/4/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000846002/4/2023	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2000846002/4/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				75041

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.

PAID

BY & BETWEEN

DIBYENDRA KRISHNA SARKAR (PAN **AAAPS2431D**), (Aadhaar No. **6852 8760 5570**), son of Late Dhirendra Krishna Sarkar, by faith Hindu, by occupation - retired, residing at Flat no 2A, 538 Salimpur Road, Dhakuria, Kolkata-700 031, P.S. Kasba and P.O. Dhakuria, hereinafter referred to as the "**OWNER**" (which expression unless excluded by or repugnant to the context shall include his legal heirs, successors, executors, administrators and assigns) referred to as the party of the **FIRST PART**.

AND

M/S. PRASAD SKYSCRAPPER LLP (PAN : **AAXFP8359G**) having LLPIN : **AAQ-1784**, a Limited Liability Partnership under the LLP Act 2008 having its registered office at premises No.16, Sudder Street, P. O. and P.S. New Market, Kolkata - 700 016, represented by its Designated Partner **Mr. RAMESWAR PRASAD** (PAN : **AGDPP2821K**) (AADHAAR No **8892 1690 9232**) son of Late Ganesh Prasad by faith Hindu by occupation business residing at 24/1B Alipore Road, P. O. and P. S. Alipore Kolkata - 700 027 hereinafter referred to as the "**DEVELOPER**", (which expression unless excluded by or repugnant to the context shall include its successors-in-interest and assigns), being Party of the **SECOND PART**.

DEVOLUTION OF THE TITLE OF THE PROPERTY

WHEREAS:

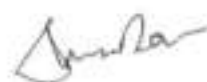
- A. That one Mohini Mohan Roy was the sole owner of premises No.20, Puddapukur Road in Bhawanipore having purchased it by a registered Deed dated 2nd Jaistha 1302 B.S. as per Bengali Calendar registered and recorded in Book no I, Volume no 11, pages 258 to 261 and Being no 951 for the year 1895.





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- B. That after the death of the said Mohini Mohan Roy the said premises No. 20, Puddapukur Road along with various other properties left by the said deceased were the subject matter of a partition Suit being Title Suit No.8 of 1901 before the 2nd Subordinate Judge of Alipore, 24 Parganas (South) amongst his sons and other persons interested in his estate.
- C. That in terms of the order passed in the said Suit No.8 of 1901 before the 2nd Subordinate Judge of Alipore, 24 Parganas the premises No. 20, Puddapukur Road was allotted solely and exclusively to the share of the said Mohini Mohan Roy (since deceased) morefully and particularly to Peary Mohan Roy son of Mohini Mohan Roy.
- D. That the said Peary Mohan Roy was a minor at the time and incapable of acting independently, thus, on the 05th May 1929 the estate of the said Peary Mohan Roy vested in the charge of the Court of Wards under the Court of Ward Act, 1879. The ward estate came to be called the Kharuria Wards Estate Khulna.
- E. That the Kharuria Wards Estate Khulna while seised and possessed of the aforesaid property became desirous to sale and transfer a part and portion of the said 20, Puddapukur Road being inadvertently described as plot No. 9, for which the Kharuria Wards Estate Khulna applied for the sanction of the Board of Revenue for the sale of said plot No.09 which was granted by an order dated 29th November 1938 duly promulgated by the Board of Revenue in its resolution No.20690W.
- F. That the said Kharuria Wards Estate Khulna on the basis of the aforesaid order and a resolution passed by the Board of Revenue, represented by Its' Manager sold, conveyed, transferred and assured the said plot No.9 measuring about 2 (two) cottahs 13 (thirteen) Chittak 27 (twenty-seven) sq.ft. little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia





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Holding No.169 District 24 Parganas in favour of Srimati Renu Probha Sarkar wife of Babu Harendra Krishna Sarkar, by virtue of an Indenture dated 07th December 1938 registered in the office of A.D.S.R. at Alipore in Book No.-I, Volume No. 90 from page No.260 to 265 being deed No. 4898 for the year 1938.

- G. That the said Kharuria Wards Estate Khulna had also conveyed sold, transferred, conveyed and assured another plot of land being identified as the plot No.9/2 measuring about 4 (four) cottahs 3 (three) Chittak 42 (forty-two) sq.ft. little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas in favour of Srimati Renu Probha Sarkar wife of Babu Harendra Krishna Sarkar, by virtue of an Indenture dated 09th day of May, 1937 registered in the office of A.D.S.R. at Alipore in Book No.-I, Volume No. 40 from page No.290 to 292 being deed No. 1632 for the year 1937.
- H. The said Renu Probha Sarkar wife of Babu Harendra Krishna Sarkar out of her natural love and affection for her grandson Dibyendra Krishna Sarkar son of Dhirendra Krishna Sarkar, gifted and transferred both her property collectively the said plot No.9/1 measuring about 2 (two) cottahs 13 (thirteen) Chittak 27 (twenty-seven) sq.ft. be the same little less or more and also the plot No.9/2 measuring about 4 (four) cottahs 3 (three) Chittak 42 (forty-two) sq.ft. a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, by virtue of an Deed of Settlement dated 23rd May 1983 executed in favour of Dibyendra Krishna Sarkar and the same was registered in the office of Sub-Registrar at Alipore and recorded in the Book No.1, Volume No.72, pages No.48 to 56 being deed no. 2968 for the year 1983.





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- I. That in terms of the said gift of the aforesaid property said Dibyendra Krishna Sarkar, became the absolute owner and was in peaceful and uninterrupted possession of the said Plot I and pursuant thereto got it mutated and recorded his name in the records of Kolkata Municipal Corporation. By virtue, thereof the said Dibyendra Krishna Sarkar became absolute owner of the said land comprised in the plot No.9/2 measuring about 4 (four) cottahs 3 (three) Chittak 42 (forty-two) sq.ft. referred to as the **Plot I** morefully and particularly detailed and described in **Schedule** appearing hereinafter be the same a little less or more both being portions of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas. Thereafter the said property was mutated through Kolkata Municipal Corporation and renumbered as premises No. 9/2, Madhab Chatterjee Lane vide Kolkata Municipal Corporation Assessee no 110702400314.
- J. The Kharuria Wards Estate Khulna had also conveyed transferred and assured the plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak (be the same a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 in the District 24 Parganas hereinafter referred to as the **Plot II** morefully and particularly detailed and described in **Schedule** appearing hereinafter) in favour of Babu Harendra Krishna Sarkar.
- K. That Babu Harendra Krishna Sarkar died intestate on 03rd March 1970 leaving behind him his wife and his four sons, and daughter namely, (i) Renu Probha Sarkar, (ii) Birendra Krishna Sarkar, (iii) Dhirendra Krishna Sarkar (iii) Samarendra Krishna Sarkar, (iv) Ranendra Krishna Sarkar and (v) Ila Baul who jointly became entitled to equal share in the said plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak be the same a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, renumbered as Premises No.9, Madhab Chatterjee Lane

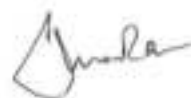




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hereinafter referred to as the **Plot II** morefully and particularly detailed and described in **Schedule**.

- L. That subsequent upon the death of Babu Harendra Krishna Sarkar on 03rd March 1970 his legal heirs being (i) Renu Probha Sarkar, (ii) Birendra Krishna Sarkar, (iii) Dhirendra Krishna Sarkar (iii) Samarendra Krishna Sarkar, (iv) Ranendra Krishna Sarkar and other who jointly and amicably entered and executed into a Partition deed dated 04th day of July 1972 and divided and demarcated their shares by metes and bounds and by virtue of the same Birendra Krishna Sarkar and Dhirendra Krishna Sarkar became entitled to in equal share in the said plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak be the same a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, renumbered as Premises No.9, Madhab Chatterjee Lane therein referred to in "Schedule KH" and hereinafter referred to as the **Plot II** morefully and particularly detailed and described in **Schedule**. The said Deed of Partition dated 04th day of July 1972 was registered at the office of the Registrar at Alipore and recorded under Book -I, Volume 59, Pages 173 to 178 and Being no 2806 for the year 1972.
- M. The said Birendra Krishna Sarkar while owning and possessing his undivided share in the said land hereditament tenements and premises as absolute owner died intestate on 18.08.1979 being survived by his wife Shefali Sarkar as his legal successors who inherited his share in his place under the provision of Hindu Succession Act, 1956.
- N. The said Sefali Sarkar and Dhirendra Krishna Sarkar out of their natural love and affection for Dibyendra Krishna Sarkar son of Dhirendra Krishna Sarkar executed a Deed of Settlement dated 10th day of July 1985 whereby and where under the said Sefali Sarkar and Dhirendra Krishna Sarkar gifted/settled their respective share in the said plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak a little less or more (**PLOT II**) being portion of





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20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, renumbered as Premises No.9, Madhab Chatterjee Lane unto and in favor of Dibyendra Krishna Sarkar son of Dharendra Krishna Sarkar. The said Deed of Settlement dated 10th day of July 1985 was not registered with any of the registrar offices in Kolkata.

- O. That subsequent upon execution of the said unregistered Settlement Deed the aforesaid property said Dibyendra Krishna Sarkar, was exercising all rights of ownership and pursuant thereto got **Plot II** mutated and recorded his name in the records of Kolkata Municipal Corporation vide Municipal Assessee no 110702400296. By virtue, thereof the said Dibyendra Krishna Sarkar has been establishing absolute ownership of the said land comprised at Premises No.9, Madhab Chatterjee Lane.
- P. Thus as stated hereinabove the said Dibyendra Krishna Sarkar became sole owner of premises NO. 9 and 9/2, Madhab Chatterjee Lane, P.S. Bhowanipore, P.O. Bhawanipore the subject matter of this agreement, and is exercising all rights of ownership and possession and pursuant thereto got its mutated and recorded his name in the records of Kolkata Municipal Corporation and had been paying taxes thereupon.
- Q. The Owner is desirous of developing the said properties herein identified as **PLOT I** and **PLOT II** hereinafter collectively referred to as the "**said Property**" and in lieu thereof has approached and requested to the Developer herein, being one of the well-known reputed real estate developers and promoters in the city, to undertake the development of the said property on a joint venture basis and in view of such approachment the Developer upon referring to the facts and circumstances and subsequent upon a prima facie due diligence of the property documents and on being aware of the legal impediments have accepted to take on such development project on the terms, conditions, stipulations recorded in the Memorandum of





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Understanding dated 21st day of January, 2022 executed by and between the parties hereto.

- R. That in terms of the said Memorandum of Understanding dated 21st day of January, 2022 The said Dibyendra Krishna Sarkar had filed for a Letter of Administration being PLA 141 of 2022 claiming that such order or orders be granted against the said Dibyendra Krishna Sarkar in case of intestacy in respect of estate of the deceased Dhirendra Krishna Sarkar of premises no 9 Madhab Chatterjee Lane Kolkata 700020 being identified as Plot no II hereinafter. The Hon'ble High Court at Calcutta vide order dated 15th December 2022 passed by Hon'ble Justice Arindam Mukherjee had ordered that "considering the view of the department upon complete scrutiny, the application for grant of letters of administration is allowed by granting order in terms of prayer (a) of the petition." That in terms thereof the said Dibyendra Krishna Sarkar became the administrator to the estate of the deceased Dhirendra Krishna Sarkar and is competent to enter into this Agreement with the developer herein towards development of ALL THAT plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak be the same a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, renumbered as Premises No.9, Madhab Chatterjee Lane being more fully and particularly detailed and described in the **Schedule** appearing hereinafter.
- S. That further in terms of the said Memorandum of Understanding dated 21st day of January, 2022 the said Dibyendra Krishna Sarkar had filed for a Letter of Administration being PLA 244 of 2022 claiming that such order or orders be granted against the said Dibyendra Krishna Sarkar in case of intestacy in respect of estate of the deceased Shefali Sarkar of premises no 9 Madhab Chatterjee Lane Kolkata 700020 being identified as Plot no II hereinafter. The Hon'ble High Court at Calcutta vide order dated 16th February 2023 passed by Hon'ble Justice Arindam Mukherjee had ordered that "considering the






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view of the department upon complete scrutiny, the application for grant of letters of administration is allowed by granting order in terms of prayer (a) of the petition subject to the applicant furnishing a personal bond of Rs. 5,00,000/- with one surety." That in terms thereof the said Dibyendra Krishna Sarkar became the administrator to the estate of the deceased Shefali Sarkar and is competent to enter into this Agreement with the Developer herein towards development of ALL THAT plot No.9 measuring about 4 (four) cottahs 3 (three) Chittak be the same a little less or more being portion of 20, Padmapukur Road, in Thana Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169 District 24 Parganas, renumbered as Premises No.9, Madhab Chatterjee Lane being more fully and particularly detailed and described in the **Schedule** appearing hereinafter.

- T. Thus as stated hereinabove the said Dibyendra Krishna Sarkar became sole owner of 9/2, Madhab Chatterjee Lane, P.S. Bhowanipore, P.O. Bhawanipore Kolkata 700020 and is the administrator to the estate of the deceased Dhirendra Krishna Sarkar and Shefali Sarkar towards the property being marked and identified as premises NO. 9 Madhab Chatterjee Lane, P.S. Bhowanipore, P.O. Bhawanipore Kolkata 700020 the subject matter of this agreement, and is exercising all rights of ownership and possession and is seised and possessed thereof and is rightfully entitled to enter into theses presents with the Developer herein.
- U. The Developer in the meantime, fully relying upon the representations made by the Owner and documents provided by the owner, as herein before recited to ascertain the lawful right, title and interest of the Owner in respect of the property, discussed with the Owner the terms, conditions and covenants upon which the development of the said property could be undertaken and after such discussions the Developer has agreed to develop the said property by utilizing land space with residential complex for mutual benefit and profits of both Owner and Developer in accordance with the building plans to be





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sanctioned by the Kolkata Municipal Corporation (herein in after referred as "**KMC**") and parties have as such agreed to enter into this Joint Venture Agreement on the terms, conditions, covenants and consideration hereinafter appearing.

- V. The Parties have agreed to jointly develop the said Property being identified as Plot no I and Plot no II (hereinafter referred to as the "said Property") and to commercially exploit the same. In this regard, Owner shall be liable to amalgamate the said properties identified as Plot I and Plot II and thereafter the Developer inter-alia for the purpose of construction of the New Building at the said Plot no I and Plot no II for sale to the Transferees and to enter into Agreements for that purpose.

1. DEFINITIONS

- (a) **PARTIES:** The OWNER and the Developer are herein jointly referred to as "**the parties**" and in the singular as "the party", respectively, as the context may require.
- (b) **OWNER:** The Owner shall mean the said "**DIBYENDRA KRISHNA SARKAR**" and shall include his legal heirs, successors, executors, administrators and assigns.
- (c) **DEVELOPER:** The Developer shall mean the said "**PRASAD SKYSCRAPPER LLP**" and its successor-in-interest, successors in office, administrators and/or assigns.
- (d) **DEVELOPMENT:** Development shall mean all demolition and clearance operations on the said property and all excavation and other construction/reconstruction/renovation work and all associated drainage and infrastructure works for the development of the said property in accordance with the sanctioned building Plan, to be carried out by the developer in terms of this agreement.
- (e) **THE SAID LAND:** The said land shall mean ALL THAT Premises No.9/2, Madhab Chatterjee Lane measuring about 4 (four) cottahs 3 (three)



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Chittak 42 (forty-two) sq.ft. little less or more, AND ALSO ALL THAT piece and parcel of Premises No.9, Madhab Chatterjee Lane measuring about 4 (four) cottahs 3 (three) Chittak little less or more, both under Police Station - Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169, Kolkata-700 009 District 24 Parganas, under the Kolkata Municipal Corporation more particularly described in the **Schedule** hereunder written.

- (f) **THE SAID DEVELOPED AREA:** The said developed area shall mean **All that** the newly constructed multi-storied residential building to be constructed on the said property detailed in Plot no I and Plot no II of the Schedule appearing below herein below comprising of different sizes of flats units TOGETHERWITH undivided proportionate share in the land AND TOGETHERWITH undivided proportionate share in common amenities, space and passages including lobby, terrace and common service area AND TOGETHERWITH deductible area including shafts, ducts AND TOGETHERWITH open/covered car parking space, be the same or little more or less would be the total developed area.
- (g) **THE SAID OWNER'S ALLOCATION:** The said Owners allocation shall mean 45% of the total developed area comprising of the saleable area TOGETHERWITH undivided proportionate share in the land AND TOGETHERWITH undivided proportionate share in common amenities, space and passages including lobby, terrace and common service area AND TOGETHERWITH open/covered car parking space, be the same or little more or less.
- (h) **THE SAID DEVELOPERS'S ALLOCATION:** The said Developer's allocation shall mean 55% of the total developed area comprising of the saleable area TOGETHERWITH undivided proportionate share in the land AND TOGETHERWITH undivided proportionate share in common amenities, space and passages including lobby, terrace and common service area AND TOGETHERWITH open/covered car parking space, be the same or little more or less.





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- (i) **THE PLAN:** The Plan shall mean the Building Plan and/or plans to be prepared by the Developer and sanctioned by the Kolkata Municipal Corporation the said property detailed in Plot no I and Plot no II of the Schedule appearing below herein below and/or upon being duly amalgamated under K.M.C. Building Rules and Regulations or any other Authority or Authorities as the case may be which also includes the plan with such modifications, alterations as may be made by the Developer in consultation with the Owner.
- (j) **FORCE MAJEURE:** Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, fire, civil commotion, air raid and/or any notice from the corporation or any other statutory body or prohibitory order of Court and/or changes in any Municipal Law or Laws restraining the construction of the New Building at the Premises.
- (k) **PROSPECTIVE PURCHASER:** The prospective purchaser/ transferee shall mean person (s), HUF, firm, limited company, Limited Liability Partnership Firm/ Partnership Firm, Association of persons to whom flats units, car parking spaces of the developed building is to be transferred/conveyed/ sold/leased.
- (l) **ARCHITECT:** The Architect shall mean such Architect/Engineer who being appointed by the Developer and who will design and plan, prepare modification of plan, alterations of the plan of the building on the said property and obtain the required sanction for construction of such building from the appropriate authority.

NOW THIS AGREEMENT WITNESSETH, RECORDS, GOVERNS AND BINDS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES HERETO as follows:

1. COMMENCEMENT OF THE AGREEMENT:

This agreement shall come into force with immediate effect from the date of execution of this agreement and this agreement shall remain in force unless



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it is terminated by the Owner or the Developer for breach of covenants hereof and/or in the manner stated hereinafter.

2. CONSIDERATION:

2.1 CONSIDERATION - In consideration of allowing the Developer to construct the building or buildings on the said property at the cost of Developer and to deal with, dispose of, part with the Developer's allocation as aforesaid, the Owner will be entitled to Owner's Allocation and Developer will be entitled to Developer's Allocation.

2.2 SECURITY DEPOSIT - The Owner shall be secured with a refundable monetary interest-free security and/or adjustable security of Rs 15,00,000/- (Rupees Fifteen lakhs only), which shall be paid to the owner as per the **Second Schedule** as indicated herein below. That the Owner has already been secured with an interest free security deposit to the tune of Rs. 5,00,000/- (Rupees Five Lakhs Only) at the time of execution of the MOU dated 21st day of January, 2022

2.3 BOND WITH SURETY - as agreed by and between the parties hereto the Developer has already paid a sum of Rs. 10,00,000/- (Rupees Ten Lakhs) unto and in favor of the said Owner in terms of the Hon'ble High Court order passed in PLA no 141 of 2022 and PLA 244 of 2022 wherein in terms the Hon'ble Court order surety and bond of Rs. 5,00,000/- lakhs has been deposited with the Registrar, High Court at Calcutta as a Bond towards execution of the Deed of Ascent for both the letter of Administration obtained by the Owner herein. That subsequent upon execution of the Deed of Ascent the said bond of Rs. 10,00,000/- (Rupees ten lakhs Only) shall be released and returned to the Developer by the Registrar, High Court at Calcutta.

3. POWER OF ATTORNEY

3.1 POWER OF ATTORNEY - The OWNER shall execute a registered an irrevocable Power of Attorney in favour of the Designated Partner of the Developer namely, **Mr. Rameshwar Prasad** (PAN: AGDPP 2821 K) son of Late





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Ganesh Prasad by faith Hindu by occupation business and Rachna Prasad (PAN ALHPP4173B) wife of Rameswar Prasad by faith Hindu by occupation business residing at 24/1B Alipore Road, P. O. and P. S. Alipore Kolkata - 700 027, jointly or severally for the purpose of the said development.

3.2 POA FOR DEVELOPMENT, PROJECT LOAN- The said registered irrevocable Power of Attorney, shall empower the Developer for obtaining the sanction plan, No-Objection certificates/ clearance from appropriate authorities/ departments AND for dealing with respect of developer's allocation/ dealing with banks and financial institutions for loans/finances AND sign all necessary and relevant documents on behalf of the Owner for purpose of mortgage/ Bank Loans etc. AND ALSO empowering him to execute any Agreement for Sale and/or Sale Deed and/or Deed of Conveyance and/or any instrument/ Deed/ Agreement/ in respect of any or all units in favour of any prospective Purchaser with respect of only the Developer's Allocation, subject to payment as per the payment schedule given herein.

The said registered irrevocable Power of Attorney, shall further empower the Developer with the right to issue a No Objection Certificate/ any other documents on behalf of the OWNER in favour of any prospective purchaser for creating mortgage /charge in respect of the unit(s) as may be purchased by the said prospective purchaser.

4. DEVELOPMENT, SANCTION & CONSTRUCTION:

4.1 DELIVERY OF POSSESSION - Upon execution and registration of this Development Agreement as well as registered Power of Attorney to be granted in favour of the Developer or its nominee or nominees for execution and deal with the said property, the Owner herein shall put the Developer in absolute possession of the said property on the terms and conditions herein contained and in accordance with the power and authorities conferred to the Developer in accordance with the registered Power of Attorney herein agreed to be granted simultaneously with the execution of this agreement by the Owner in favour of the Developer for construction and





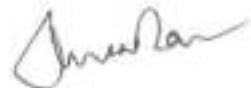
completion of the New Building or buildings and sale the Developer's Allocation and it will continue to be in force till this agreement subsists.

4.2 SANCTION PLAN - The Developer, at its own costs, charges and expenses shall cause to be prepared and obtain a sanctioned Building Plan from the Kolkata Municipal Corporation under Building Rules and Regulations, for construction of the Multi-Storied Residential Building on the said property as detailed and described in the Schedule appearing hereinafter. A copy of the said plans shall be given to the Owner prior to the submission for sanctioning.

4.3 NO- OBJECTION CERTIFICATES - The Developer shall, at its own cost, charges and expenses, also obtain all further relevant sanctions and approvals from the Kolkata Municipal Corporation and relevant clearances/license/ permissions/ No-Objection Certificates from other Government/ Semi Government Appropriate Authority/ Authorities that shall be required under various statutes/ local laws/ by-laws/ Rules & Regulations or any other form of enactments.

4.4 ARCHITECT & CONSULTANTS- The Developer shall be liable for the payment of all the costs, charges, expenses, professional fees and consultation fees of the Architect or any other consultants engaged by the Developer in connection with the construction and development of the development project.

4.5 CONSTRUCTION OF THE MULTI-STORIED BUILDING - The Owner hereby authorizes the Developer and the Developer herein agrees and undertakes to construct, erect and complete the building in accordance with the sanction plans to be obtained for the said property as detailed and described hereinafter, together with all internal and external service amenities, fittings and fixtures as per details and specification common to all units of the building, with such modification and changes as may be recommended and suggested by Architect. The Developer alone shall bear all such costs/ expenses incurred for the development without creating any financial liability upon the Owner.





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4.6 TEMPORARY CONNECTIONS - The Developer shall be authorized to apply for and obtain at the cost of the Developer, temporary connection of water, electricity, sewerage and drainage, upon payment of the usage and applicable charges.

4.7 COMPLETION TIME - Subject to force majeure or terms and conditions of this agreement or for any default on the part of the Owner, the Developer shall complete the project in all respect and shall hand over possession of the Owner's allocation to the Owner within 36 (thirty-six) months from the date of obtaining the sanction plan from the Kolkata Municipal Corporation, which sanctioned plan shall be obtained by the Developer within a period of 12 (twelve) months from the date of execution of these presents and/or subject to the condition that the owner provides vacant land for the development process and/or any delay caused by the Kolkata Municipal Corporation in the process of sanctioning. If, however the completion of the Project is delayed due to the Force Majeure conditions or for any other reason, then in such event the time for completion of the said project as mentioned shall stand automatically extended as hereby agreed between parties.

4.8 SPACE ALLOCATION - The parties have mutually demarcated their respective allotments in the new constructed building or buildings and have earmarked their respective allocation in terms of this agreement. Both the parties, shall be entitled to deal with or enter into agreement for sale or transfer and/or in any way dispose of their respective allocations, in any manner as both parties in their absolute discretion shall think fit and proper.

4.8 POSSESSION UPON DEVELOPMENT - Immediately, after completion of the new building and only after procuring the completion certificate from the K.M.C., the Developer shall serve a 15 days' notice upon the Owner to take possession of the Owner's allocation.

Furthermore, on and from the date of obtaining possession of the new building, the Owner and the Developer shall be liable to pay all outgoings,





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maintenance charges, electricity charges proportionate to their share within such time as may be agree by and between the parties mutually.

4.9 FINANCIAL ARRANGEMENT AND MARKETING - The Developer is and during the tenure of this agreement may arrange the financial inputs if required for development for necessary infrastructure and market the project to the prospective buyers/purchasers, for this purpose the developer shall do all things necessary as deem fit by the developer such as putting of banner/ advertisement in print media etc. at its own costs, charges and expenses.

4.10 MUNICIPAL TAX AND MAINTENANCE CHARGES - Upon delivery of the possession of the owner's allocation in the developed building to the owners, developer's allocation in the developed building to the developer and to the prospective purchasers upon completion of the project and registration of the proper instruments/ documentations, all the taxes, charges etc. with respect to the units/flats/car parking etc. shall be borne by the occupants/ transferees/ owner/ developer for their respective shares/ allocations/units/flats, as may be applicable under Law.

5. OWNER'S REPRESENTATIONS AND WARRANTIES:

MARKETABLE TITLE -

5.1 The owner has represented and warranted to the developer that the owner has the exclusive and absolute title and possession of the said property and that the owner is fully entitled to or cause to construct/ develop/ sell/ transfer/ alienate/ mortgage/ charge/ lease the property or part thereof, no other person(juristic)/association/firm has any right, title or interest of any nature whatsoever save and except as enumerated/ covenanted here in this agreement.

5.2 The owner further warrants that the Owner shall at his own costs and expenses make out a clear marketable title which is free from all encumbrances, liens, lispendens, charges, acquisitions, requisitions, attachments of any and every nature and shall not affect in any manner





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whatsoever, the right, title and interest of the owner in respect to the said property and also upon development the right, title and interest of the developer with respect to the developer's allocation.

5.3 With regard to any future claim against the right, title and interest of the Owner over the property, the owner shall be liable to clear all such future claims, further initiate legal proceedings if necessary and do all things possible to provide/ restore clear marketable title. The Owner shall be legally and financially liable to clear all such future claims and indemnifies herein the developer to that effect.

5.4 There is no legal bar or impediment to develop and deal with the said property in any manner whatsoever. The said property is not subject to any acquisition, requisitions whatsoever by statutory authority or by public body.

5.5 The Owner specifically warrants that all the liability in respect of the said land upto the execution of this agreement shall be borne by the Owner and the developer shall not be held liable for any such liabilities.

5.6 There is no attachment either under Public Demand Recovery Act or under the Income Tax Act or under Wealth Tax Act or under any other acts or statutes in respect of the said property.

5.7 The parties have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed to be or constituted as Partnership between the OWNERS and the DEVELOPER nor shall the OWNERS and the DEVELOPER, in any manner, constitute an Association of the Persons. Each party shall keep the other party indemnified from and against the same.

5.8 That soon upon execution of the instant Development Agreement the Owners shall be obliged to allow the Developer to carry out all such tests, works, experiments viz-a-viz Soil Testing, Land Survey etc. which is required for Development of the SAID ENTIRE PROPERTY. However, such tests, works, experiments would not be contemplated as commencement of Development.



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6. OWNER'S ASSURANCES:

- 6.1** The Owner, during the continuance of this Agreement, shall not in any way deal with, encumber, alienate the said land or any part or portion thereof nor shall create any mortgage/lease/convey/transfer/charge with respect to the said land or any part or portion thereof.
- 6.2** The Owner shall, immediately upon execution of this Development Agreement, assist the developer for survey and demarcation of the said property.
- 6.3** The Owner shall deliver the vacant peaceful and khas possession of the said property in its entirety to the Developer immediately upon the execution of this agreement.
- 6.4** The Owner shall not enter into any agreement or execute any deed or register any document for sale/transfer/lease/convey/in any way alienate/encumber in any manner whatsoever the Developer's Allocation nor the Owner shall do or cause to be done any act or thing whereby the Developer is in any way prevented or obstructed in transferring the Developer's allocation or any part thereof.
- 6.5** The Owner shall not cause any obstruction or hindrance to the Developer for construction of multistoried building at the said land/premises/property, in terms of this agreement in any manner whatsoever.
- 6.6** The Owner shall deposit/submit/present to the banks/financial institution all such documents including title deed of the property required for the purpose of project/ bank Loans from scheduled banks and any financial institutions, as and when required by such bank/ financial institution. The Developer upon closure of the project/ Bank loan and upon release of the original documents including title deed, from such banks/ financial institution, shall handover the said original documents to the Owner.
- 6.7** The Owner does hereby grant exclusive right of development of the said property unto and in favour of the Developer with the intent and object that





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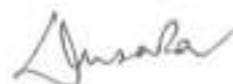
the Developer shall have the necessary maps or plans prepared by an authorized Architect for being submitted to the KMC or other Authorities concerned for sanction and shall construct, erect and complete the Residential complex having building or buildings on the said property being complete in all respects in accordance with the plan to be sanctioned by the said Authorities concerned or with such modifications as may be mutually decided by the Developer.

6.8 The Owner and the Developer shall cooperate with each other in every possible manner, and the Owner and/or the representative of the Owner's i.e. Constituted Attorney, shall sign plan, sign and execute all conveyances, transfers, agreements, authorities, powers, declarations, applications, notices and other papers and documents as may be required of them by the Developer, for the fulfillment of the objects and the intentions of this agreement.

6.9 The Owner will assist the Developer in all plausible way by giving necessary documents/ signing or endorsing necessary documents as may be required by the Banks/ financial institution, to obtain the project/ Bank Loans for the development process of the said property together with right to sign such other documents /NOC's towards obtaining loans by the prospective purchasers from banks and /or financial institutions.

6.10 The Owner shall not sell, transfer, alienate and encumber the said property or any portion thereof except the Owner's allocation prior to the refund of the said interest free security deposit to the developer and/or adjustment of the consideration amount which has already been paid by the Developer against the owner's allocation as agreed herein. The Owner further covenants that the owner shall not sale/transfer/alienate any flat/unit/units/ parking space in the owner's allocation, at the rate per such flat/unit/parking space below that rate fixed by the developer at the time.

6.11 The Owner do hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, lease out, let out or assigning and or disposing of any of the Developer's allocated





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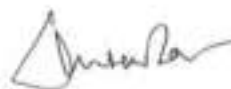
portion in the building at the said property in favour of the intending buyers of flats/apartments/ portions in the said building and also undertake to assist the Developer at the costs and expenses of the Developer to allow the Developer to deal with dispose of the Developer's allocation.

6.12 The Owner shall pay and discharge all rates, taxes, general revelation and surcharges in respect of the said property up to the date of this Agreement and Developer shall be liable to make payment of all of rates, taxes for and after the period of execution hereof to the KMC. The Owner shall also pay any Taxes/ Dues of revaluation both general and interim, payable upto the execution of this agreement to the KMC. The Owner also undertakes to pay all taxes, outgoing, dues maintenance charge from the date of taking possession of the Owner's allocation.

6.13 The Owner shall be obliged to perform all other obligations which are not specifically mentioned hereinabove as may be needed in accordance with rules, regulations and law applicable in such development work.

6.14 The Owner shall allow the Developer to promote, develop and construct the building upon the said land and to divide the same into flat units and car parking and thereafter sell/convey/transfer the same to the different buyers/ transferees only in respect to the Developer's allocation.

6.15 If any of the obligations as covenants herein is not complied with by the OWNERS or defect in the title of the Owners or any omission or misrepresentation on the part of the Owners or some obstruction, hindrances occur at the time of construction, which are not in the control of the Developer as a result thereof the construction work / development is held up and no future construction or any construction could take place, the Owner shall refund to the Developer by way of damages and compensation on the cost incurred by the Developer up to that date including the amount paid to the Owners, towards interest free security deposits and such other costs being substantiated by documentary evidence and the instant Agreement will be rendered null and void. Moreover, the Owners will refund the adjustable deposit / buyback amount to the Developer therewith.





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7. DEVELOPER'S ASSURANCES & RIGHTS:

7.1 The Developer, upon execution of this Agreement, shall have exclusive right to build/ construct/ develop/ erect a multi-storied building in terms of the building plans to be sanctioned by the Kolkata Municipal Corporation for the respective share of land under Plot I and Plot II as detailed above by demolishing the existing structures thereon. In consideration of such development, the Developer, shall be entitled to the its allocation in the said developed area, without any hinderance or obstruction by the Owner, and further be entitled to execute any sale deed/conveyance/ agreement for lease/transfer/mortgage with respect to Developer's allocation in terms of this agreement.

9.2 The Developer shall obtain the plan sanctioned of the building or buildings to be constructed on the said property from the Kolkata Municipal Corporation on payment of sanction fee as early as possible. All costs, charges, and expenses for obtaining plan sanctioned, construction of the building or buildings on the said property including architect's fees shall be discharged and paid by the Developer and the Owner will not have any responsibility in this context thereto. The Developer shall diligently and efficiently carry out the work of Development as per the agreement.

9.3 The Developer shall ensure that the residential building to be erected, constructed at its own costs, charges and expenses, on the said land shall be habitable with adequate electricity, telephone and domestic water supply connections, drainage and sewerage connection.

9.4 The Developer shall pay all taxes, outgoings payable of the said property on and from the date of execution and registration of this Development Agreement and up to the date of handing over possession of the Owner's allocation PROVIDED HOWEVER the Owner and Developer shall be liable to pay all taxes, outgoings in respect of the Owner's Allocation and Developer's respectively for their respective allocation after delivery of possession upon completion of the building.





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9.5 If required, the Developer will be at liberty to modify, alter and amend the plan to be sanctioned or sanctioned by the KMC in respect of the said property, in consultation with the owner.

9.6 The Developer shall be entitled to enter into agreement for sale/lease or transfer/mortgage/lien/Project Loan from financial institution in respect of their respective allocation on the basis of the General Power of Attorney in the name of the Developer and entitled to sign all necessary documents on behalf of the Owner however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner and against the Owner's allocation in any manner whatsoever and/or howsoever.

9.7 The Developer shall hold and guard the possession of the said land till the completion of the development work or expiry of the time of completion of construction or termination hereof whichever is earlier. The Developer shall further be entitled to set up temporary site office/ quarters for security and staff AND put board/hoarding/signs/advertisements at the development site land till the completion of construction or termination hereof whichever is earlier.

9.8 The Developer shall be entitled to create any charge or mortgage or lien or encumber its share/ allocation in the developed building at its own risk and liability, without creating any financial or legal obligations upon the Owner AND the Developer shall be fully entitled to take Project Finance or Bank Loan or Advance or Investment from any Bank or financial institution for the purpose of completion of the project on the said land. The Owner or its representative shall sign all necessary papers and documents as may be required for obtaining such project/ Bank loan from any financial Institution or scheduled Bank in respect of the project.

9.9 The Developer shall not do or cause to do any act detrimental to the owner's right, title and interest in the said land and owner's allocation as per the terms of this agreement. The Developer shall not create any financial and legal obligation upon the Owner with respect to such project loans obtained by the developer from any Bank/financial institution.





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9.10 The Developer shall be entitled to assign and/or transfer their right under this agreement to any third party, save and except entering into agreement for sale of their allocation of space in the new building to its nominee/nominees including purchaser which will be only after starting of construction.

9.11 The Developer forthwith shall have right to issue a No Objection Certificate on behalf of the Owner in favour of any prospective purchaser for creating mortgage /charge in respect of all or any flat/unit(s) as may be purchased by the said prospective purchaser or for obtaining bank loans or advance from the Bank or financial institute.

9.12 The Developer shall be obliged to perform all other obligation which is not specifically mentioned hereinabove as may be needed in accordance with rules, regulations and law applicable in such development work.

8. INDEMNITIES:

8.1 OWNER INDEMNIFIES - The Owner shall keep the Developer fully indemnified and harmless against any loss/ liability /cost/ claim /action /suit or proceedings that may arise against the Developer on account of any defect in or want of title of the Owner in respect to the land.

8.2 DEVELOPER INDEMNIFIES - The Developer also keep the Owner indemnified and harmless against any loss liability damages cost or claim action suit or proceeding which the Owner may suffer or incur or be put to or made liable for any reason of any failure on the part of the Developer to discharge its liabilities or obligations under these presents or under any law or statute for the time being in force or any account of any act or commission or omission in using the said property or putting up the construction.

9. FORCE MAJURE:

The parties hereto shall not be considered to be liable for any obligation herein under to the extent that the performance of the relative obligations prevented by the existence of the **FORCE MAJURE** which shall mean and



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include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, labour unrest, restraining and/or prohibitory order of the any Court of law or Tribunal or authority established under law and/or any other acts or commission beyond the control of the Developer affected thereby and also non availability of essential materials like cement, steel, etc. and shall be suspended from the obligation during the duration of the **FORCE MAJURE**.

10. DISPUTES AND DIFFERENCES:

10.1 Arbitration - All disputes and differences between the parties arising out of the meaning construction or import of this Agreement or their respective rights and liabilities as per this agreement shall be referred to arbitration of two arbitrators - one to be appointed by the Developer and the other to be appointed by the Owner. The Arbitrators so appointed shall appoint the third arbitrator to constitute an arbitral forum. These the Arbitrators shall be in consonance with the provision of the Indian Arbitration and Conciliation Act, 1996, as may be amended from time to time. The decision of the Arbitrators so appointed shall be binding upon the Owner and the Developer. The arbitration proceedings shall be held at Kolkata and conducted in the English language. The Courts in Kolkata shall alone have jurisdiction with regard to this Development Agreement and Indian Law would be applicable;

10.2 Jurisdiction - The Hon'ble High Court at Calcutta shall have the jurisdiction to entertain and determine all actions and proceedings arising out of these presents between the parties hereto.





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SCHEDULE OF LAND

PLOT I

(DESCRIPTION OF THE SAID LAND at 9/2 Madhab Chatterjee Lane)

ALL THAT piece and parcel of Bastu Freehold Land lying and situate at Premises No.9/2, Madhab Chatterjee Lane measuring about 4 (four) cottahs 3 (three) Chittak 42 (forty-two) sq.ft. little less or more, under Police Station - Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169, Kolkata-700 009 District 24 Parganas, under the Kolkata Municipal Corporation which is butted and bounded as follows:

<i>ON THE NORTH</i>	: by	9/1 madhab Chatterjee Lane;
<i>ON THE SOUTH</i>	: by	8/2 Madhab Chatterjee Lane;
<i>ON THE EAST</i>	: by	Madhab Chatterjee Lane;
<i>ON THE WEST</i>	: by	Chakraberia Road.

PLOT II

(DESCRIPTION OF THE SAID LAND at 9 Madhab Chatterjee Lane)

ALL THAT piece and parcel of Bastu Freehold Land lying and situate at Premises No.9, Madhab Chatterjee Lane measuring about 4 (four) cottahs 3 (three) Chittak little less or more, under Police Station - Bhawanipore, Dihi Panchanan gram Division VI, Mouza East Chakraberia Holding No.169, Kolkata-700 009 District 24 Parganas, under the Kolkata Municipal Corporation which is butted and bounded as follows:

<i>ON THE NORTH</i>	: by	9/2 madhab Chatterjee Lane;
<i>ON THE SOUTH</i>	: by	8/2 Madhab Chatterjee Lane;
<i>ON THE EAST</i>	: by	Madhab Chatterjee Lane;
<i>ON THE WEST</i>	: by	Chakraberia Road.

OR HOWSOEVER OTHERWISE demarcated in a map or plan annexed hereto and bordered "RED"





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SCHEDULE - II

**THE SECOND SCHEDULE AS REFERRED TO ABOVE
(PAYMENT SCHEDULE)**

Sl. no.	EVENT	AMOUNT (RS)	Cheque Details	IN FAVOUR OF
1.	On or Before execution /registration of DEVELOPMENT AGREEMENT	5,00,000/-	000012 dated 21.01.2022/ Drawn on Kotak Mahindra Bank Apeejay House	DIBYENDRA KRISHNA SARKAR
2.	On the date of Execution of this Development Agreement	10,00,000/-	000239 dated 12.04.2023 drawn on ICICI Bank, R. N. Mukherjee Road Branch	DIBYENDRA KRISHNA SARKAR
TOTAL:		15,00,000/-		

In Witness Whereof:

1.

Signature
16, Suddha Street
Kolkata - 16

2.

Signature
16, Suddha Street
Kolkata - 16

3.

Signature

Signature
.....
OWNER




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IN WITNESS WHEREOF the parties have set and subscribed their respective hands on the days, month and year first above written.

SIGNED AND DELIVERED by the
OWNER at Kolkata
in the presence of:



Signed
16, Sudder Street,
Kolkata - 16
all ganguly
ASOK KUMAR GANGULY
9/1, MADHAB CHANDRASEG LANE
KOLKATA - 700020

SIGNED AND DELIVERED by the
DEVELOPER at Kolkata
in the presence of:

PRASAD SKYSCRAPERS LLP


Partner

Signed
16, Sudder Street,
Kolkata - 16
all ganguly
ASOK KUMAR GANGULY
9/1, MADHAB CHANDRASEG LANE
KOLKATA - 700020

Drafted by:

Chakrabarty

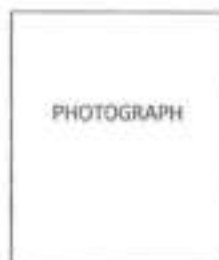
SAYAK CHAKRABARTY
ADVOCATE
HIGH COURT AT CALCUTTA

F/1837/2009



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SPECIMEN FORM FOR TEN FINGERPRINTS



LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



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SEVEN STORIES BUILDING

TWO STORIES BUILDING

TWO STORIES BUILDING

THREE STORIES BUILDING

PASSAGE

LOT-A

306.865 SQ.METRE
04K 09CH 18SFT.
(MORE OR LESS)

LOT-B

256.834 SQ.METRE
03K 13CH 17SFT.
(MORE OR LESS)

THREE STORIES BUILDING
PREMISES NO.9/2 MADHAB CHATTERJEE LANE

(LOT-B)
PREMISES NO.9/2 MADHAB CHATTERJEE LANE

MADHAB CHATTERJEE LANE

K M C ROAD

ONE STORED BUILDING AND A C SHED
PREMISES NO.9/2 MADHAB CHATTERJEE LANE

JARIP KARYALAYA
103A, KALIGHAT ROAD,
KOLKATA- 700026.

**SURVEY PLAN OF PREMISES
NO.9 AND 9/2 MADHAB
CHATTERJEE LANE,
KOLKATA-700026.**

TOTAL LAND AREA
563.499 SQ.METRE
00K 00CH 36SFT.
(MORE OR LESS)

DRWN.	U.DWG.	DRWGING NO.	DATE
CHRD	S.DRY.	C/3381/R/2017	18.04.2017
SCALE	1:100		

- NOTE:-
- (1) ALL DIMENSIONS ARE IN MM.
 - (2) PROPERTY LINE AS SHOWN BY THE PARTY SHOWN THERE.
 - (3) A.C.S. INDICATE ADJACENT SHED.
 - (4) 'T' INDICATE ONE STORED BUILDING.

PRASAD SKYSCRAPERS LLP

[Signature]

Partner

[Signature]



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PRASAD SKYCHAPERS LLP

Major Information of the Deed

Deed No :	I-1904-06213/2023	Date of Registration	03/05/2023
Query No / Year	1904-2000846002/2023	Office where deed is registered	
Query Date	30/03/2023 1:13:43 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Dipak Jana 10, K.S. Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 6296030799, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 3,00,39,706/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,120/- (Article:48(g))	Rs. 101/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Madhab Chatterjee Lane, , Premises No: 9/2, , Ward No: 070 Pin Code : 700020

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	4 Katha 3 Chatak 42 Sq Ft		1,51,23,745/-	Property is on Road

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Madhab Chatterjee Lane, , Premises No: 9, , Ward No: 070 Pin Code : 700020

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS :-)		Bastu	4 Katha 3 Chatak		1,49,15,961/-	Property is on Road
Grand Total :				13.915Dec	0 /-	300,39,706 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Dibyendra Krishna Sarkar Son of Late Dhirendra Krishna Sarkar 538, Salimpur Road, City:- , P.O:- Dhakuria, P.S:-Kasba, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: aaxxxxxx1d, Aadhaar No: 68xxxxxxxx5570, Status :Individual, Executed by: Self, Date of Execution: 12/04/2023 , Admitted by: Self, Date of Admission: 12/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/04/2023 , Admitted by: Self, Date of Admission: 12/04/2023 ,Place : Pvt. Residence

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Prasad Skyscraper LLP 16, Sudder Street, City:- , P.O:- New Market, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700016 , PAN No.:: saxxxxxx9g,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Mr Rameswar Prasad (Presentant) Son of Late Ganesh Prasad 24/1B, Alipore Road, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: agxxxxxx1k, Aadhaar No: 88xxxxxxxx9232 Status : Representative, Representative of: Prasad Skyscraper LLP (as Partner)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Asit Manna Son of Mr A K Manna 6, Old Post Office Street, City:- , P.O:- G P O, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			

Identifier Of Mr Dibyendra Krishna Sarkar, Mr Rameswar Prasad

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr Dibyendra Krishna Sarkar	Prasad Skyscraper LLP-7.00563 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Mr Dibyendra Krishna Sarkar	Prasad Skyscraper LLP-6.90938 Dec

On 12-04-2023

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

Presented for registration at 19:30 hrs on 12-04-2023, at the Private residence by Mr Rameswar Prasad ,,

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 3,00,39,706/-

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

Execution is admitted on 12/04/2023 by Mr Dibyendra Krishna Sarkar, Son of Late Dharendra Krishna Sarkar, 538, Salimpur Road, P.O: Dhakuria, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by Profession Retired Person

Indetified by Mr Asit Manna, , Son of Mr A K Manna, 6, Old Post Office Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service

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

Execution is admitted on 12-04-2023 by Mr Rameswar Prasad, Partner, Prasad Skyscraper LLP, 16, Sudder Street, City:- , P.O:- New Market, P.S:-New Market, District:-Kolkata, West Bengal, India, PIN:- 700016

Indetified by Mr Asit Manna, , Son of Mr A K Manna, 6, Old Post Office Street, P.O: G P O, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service



Semanti Sikdar

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

On 02-05-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 21.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/03/2023 2:18PM with Govt. Ref. No: 192022230354732198 on 30-03-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIEPay), Ref. No. 4643323362420 on 30-03-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by by online = Rs 75,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 30/03/2023 2:18PM with Govt. Ref. No: 192022230354732198 on 30-03-2023, Amount Rs: 75,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 4643323362420 on 30-03-2023, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay

ADDITIONAL REGISTRAR OF ASSURANCE

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

Kolkata, West Bengal

On 03-05-2023

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

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

