

3991/2020

I-3614/2020

# भारतीय गैर न्यायिक

पचास  
रुपये  
रु.50



FIFTY  
RUPEES  
Rs.50

## INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AA 689466

It is certified that the documents is admitted to registration. The Signature sheet/s and the endorsement sheets attached with this document are the part of this document.

Addl. Dist Sub-Registrar  
Alipore, South 24 Parganas

21 DEC 2020

### AGREEMENT

**THIS AGREEMENT** is made at Kolkata on this the 17<sup>th</sup>

day of DECEMBER **TWO THOUSAND AND TWENTY**

**BETWEEN**

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19 NOV 2020

Arun Chowdhury  
Advocate  
High Court Calcutta

→ Pradyip Kumar Jain



2446

→ Pradyip Kumar Jain



2447

→ Anjan Mitra



2448

Anjan Mitra



2449

Anjan Mitra

Pradyip  
(A.M.T. 50)  
2/0 - A.M.T. 50  
Gold post office  
Kolkata  
S

*Mousumi Ghosh*  
MOUSUMI GHOSH  
LICENSED STAMP VENDOR  
KOLKATA REGISTRATION OFFICE



Addl. Dist. Sub-Registrar  
Alipore  
17 DEC 2020  
South 24 Parganas  
Kolkata

**(1) ARIJIT MITTRA (PAN No. ADMPPM4395D) (AADHAR NO. 8861 5384 9436)** son of Late Salil Kumar Mittra residing at No. 34/1 Lala Lajpat Rai Sarani (formerly Elgin Road) Kolkata 700 020 P.S. Bhowanipore P.O. Bhowanipore hereinafter referred to as the **OWNER NO.1 AND (2) ANANJAN MITTER (PAN No. AFCPM6223L) (AADHAR NO. 8871 6673 1952)** and **(3) NILANJAN MITTER (PAN No. AFMPM7352N) (AADHAR NO. 2282 0211 3031)** both sons of Malay Kumar Mitter all residing at No. 34/1 Lala Lajpat Rai Sarani (formerly Elgin Road) Kolkata 700 020 P.S. Bhowanipore P.O. Bhowanipore hereinafter collectively referred to as the **OWNER NO.2** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**

**AND**

**WONDERLAND DISTRIBUTORS PVT LTD (PAN No. AAACW8062F)** a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at No. 10/4B Lala Lajpat Rai Sarani (formerly Elgin Road) , Kolkata 700 020 P.S Bhowanipore P.O. Bhowanipore and represented by its Director **Shri Pradip Kumar Jain (PAN No. ACQPJ7832H) (Aadhaar No. 9820 7159 6858)** son of Hiralal Jain of No. 10/4B Lala Lajpat Rai Sarani (formerly Elgin Road) Kolkata 700 020 P.S. Bhowanipore P.O. Bhowanipore hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its nominee and/or nominees successor and/or successors in office/interest and assigns) of the **SECOND PART**

**WHEREAS**

- A) In this Agreement the said Arijit Mittra is referred to as the Owner No.1 and the said (1) Ananjan Mitter and (2) Nilanjan Mitter are collectively referred to as the Owner No.2 and all of them are collectively referred to as the Owners

- B) One Arun Kumar Mitter (since deceased) son of Late Sir Provash Chandra Mitter (hereinafter referred to as the DECEASED) during his lifetime amongst others was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the Municipal Premises No. 22/1A, 22/1B, 22/1C , 22/1D and 22/1E Chakraberia Road (South) Kolkata 700 025 containing in aggregate an area of 18 cottahs 12 chittacks and 34 sq.ft. (more or less) together with the structures standing thereon( hereinafter referred to as the said PROPERTIES)
- C) The said Arun Kumar Mitter died testate on 9<sup>th</sup> January 1988 after having made and published his Last Will and Testament dated 30<sup>th</sup> January 1983 (hereinafter referred to as the said WILL) and by and under the said Will the said deceased gave bequeathed and devised the said Properties unto and in favour of the Owners whereby the Owner No.1 became entitled to undivided half share or interest into or upon the said Properties and the Owner No.2 jointly became entitled to the remaining undivided half share or interest into or upon the said Properties in equal shares.
- D) In pursuance of an application for probate filed in the Court of the Additional District Judge, 9<sup>th</sup> Court, Alipore 24 Parganas (South) being Matter No. OS 1/91 probate in respect of the said Will was granted on 17<sup>th</sup> March 2004 in favour of Salil Kumar Mitra, Malay Kumar Mitter and Dr. Monoj Pal being the Executors appointed under the said Will. The Estate of the said Deceased has been fully administered and as such the Owners became entitled to the entirety of the said Properties each one of them being entitled to the following undivided share or interest into or upon the said Properties

:

|                 |   |     |
|-----------------|---|-----|
| Arijit Mitra    | - | 50% |
| Ananjan Mitter  | - | 25% |
| Nilanjan Mitter | - | 25% |

- E) By and under the said Will the said deceased bequeathed the entirety of the said property to his grand nephews Arijit Mitra, Ananjan Mitter and Nilanjan Mitter subject to the following : "My executors and Trustees will out of the income of my property being Premises No.22/1E Chakraberia Road (South) pay the following legacies and annuities :
- i. Rs. 100/- per month to the aforesaid Smt. Priti Ghosh wife of Sri Sisir Ghosh during the time of her natural life
  - ii. Rs. 100/- per month to the aforesaid Smt. Manju Ghose wife of Sri Tarun Ghose during the time of her natural life
  - iii. Rs. 100/- per month to the aforesaid Smt. Dipti Pal wife of Dr. Manoj Pal during the time of her natural life
- F) By a Deed of Assent dated 31<sup>st</sup> March 2005 registered at the office of the Additional Registrar of Assurances-1, Kolkata Being Deed No. 02645 for the year 2005 the said Executors assented to the Transfer and vesting of the properties in favour of the legatees namely the Owners herein.
- G) The said Smt. Manju Ghosh died on 10<sup>th</sup> December 2003 and the said Smt. Priti Ghosh died on 25<sup>th</sup> February 2004. The said Smt. Dipti Pal also died on 18<sup>th</sup> June 2008 and consequent to their respective deaths their respective right title interest into or upon the said Properties which they became entitled to by virtue of the said Will stood extinguished.
- H) In the events as recited hereinabove the Owners thus became entitled to the entirety of the said Properties
- I) A part of Municipal Premises No. 22/1E Chakraberia Road (South) Kolkata 700 025 containing by estimation an area of 2 cottahs 06 chittacks and 05 sq.ft.. (more or less) is presently under the

occupation of a Petrol Pump (hereinafter referred to as the PETROL PUMP AREA)

- J) The entirety of the said Properties including the said Petrol Pump Area was in occupation of various persons (hereinafter referred to as the OCCUPANTS)
- K) With the intent of undertaking development of the said Properties, the Owners approached the Developer to undertake the development of the said properties and a Preliminary Agreement dated 9<sup>th</sup> March 2010 followed by a Supplemental Agreement dated 3<sup>rd</sup> July 2013 (hereinafter collectively referred to as the PRELIMINARY AGREEMENTS) was entered into between the parties hereto whereby it had been agreed that upon the Developer performing certain obligations the Developer shall undertake the development of the said Properties containing by estimation an area of 16 cottah 06 chittacks and 29 sq. ft. (more or less) And All That The Premises No.22/1A, 22/1B, 22/1C , 22/1D and part of Premises No. 22/1E Chakraberia Road (South) Kolkata 700 025 and a formal agreement for development would be executed between the parties hereto
- L) In pursuance of the said Preliminary Agreements and in furtherance thereof the Developer :
- a) Negotiated with various persons then in occupation of various parts and portions of the said properties and obtained vacant possession upon payment of the amount of compensation
  - b) Caused the said properties to be amalgamated
  - c) Caused a map or plan to be sanctioned by Kolkata Municipal Corporation being NO. 201908080053 dated 3<sup>rd</sup> December 2019 (hereinafter referred to as the PLAN) whereby a new building is to be constructed at the said Premises comprising of various self contained flats units apartments constructed spaces and car

parking spaces capable of being held and/or enjoyed independently of each other

- d) Paid to the Owner as and by way of Deposit a sum of Rs. 60,00,000/- (Rupees sixty lacs only) (hereinafter referred to as the DEPOSIT AMOUNT) out of which a sum of Rs. 30,00,000/- (Rupees Thirty lacs only) had been paid to the Owner No.1 and a sum of Rs. 15,00,000/- (Rupees fifteen lacs only) each had been paid to the Owner No.2 thus aggregating Rs. 60,00,000/- (Rupees sixty lacs only)
- M) Upon amalgamation of the said properties the same has since been numbered as Municipal Premises No. 22/1A Chakraberia Road (South) Kolkata 700 025 (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the said PROPERTY)
- N) The parties have now agreed to enter into a formal agreement for development in respect of the said Property excepting an area of 2 cottahs 06 chittacks and 05 sq. ft. (more or less) forming part of erstwhile premises No. 22/1E Chakraberia Road (South) Kolkata 700 025 whereon the said Petrol Pump is situated (hereinafter referred to as the EXCLUDED AREA) and the Developer has become entitled to undertake development of the remaining parts and portions of the said Property containing by estimation an area of 16 cottahs 06 chittacks and 29 sq.ft. (more or less) (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written and hereinafter referred to as the AREA AVAILABLE FOR DEVELOPMENT) for the consideration and subject to the terms and conditions hereinafter appearing
- O) The parties are desirous of recording the same, in writing

**NOW THIS AGREEMENT WITNESSETH** and it is agreed and declared by and between the parties hereto as follows:

#### ARTICLE I - DEFINITIONS

1.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:

- i) ARCHITECT shall mean such person or persons, firm or firms, who may be appointed by the Developer as the Architect of the said New Building.
- ii) AREA AVAILABLE FOR DEVELOPMENT shall mean ALL THAT the remaining part or portion of the said Property containing by estimation an area of 16 cottahs 06 chittacks 29 sq. ft. (more or less) (more fully and particularly mentioned and described in the SECOND SCHEDULE hereunder written)
- iii) COMMON PARTS AND PORTIONS shall be such as shall be determined by the Developer on completion of the said Project
- iv) CONSENTS shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building and/or Buildings
- v) DEVELOPER shall mean the said WONDERLAND DISTRIBUTORS PVT LTD and shall include its successor and/or successors in office/interest and assigns
- vi) DISTRIBUTABLE REVENUE shall mean the net amount received by the Developer consequent to sale and transfer of the various flats units apartments constructed spaces and car parking spaces forming part of the development and to be apportioned amongst the Owners and the Developer in the manner as hereinafter stated

- vii) EXCLUDED AREA shall mean a part or portion of the said Property containing by estimation an area of 2 cottahs 06 chittacks 05 sq.ft. (more or less) whereon a Petrol Pump is situated
- viii) NEW BUILDING shall mean and include the new building or buildings to be constructed erected and completed by the Developer in accordance with the plan sanctioned by the authorities concerned with such modifications and/or alterations as may be deemed necessary by the Architect of the said New Building.
- ix) OWNER NO.1 shall mean the said Arijit Mittra and shall include his heirs legal representatives executors administrators and assigns
- x) OWNER NO.2 shall mean the said (1) Ananjan Mitter and (2) Nilanjan Mitter and shall include their respective heirs legal representatives executors administrators and assigns
- xi) UNITS/FLATS/APARTMENTS/CONSTRUCTED SPACES /CAR PARKING SPACES shall mean the various flats units apartments constructed spaces and car parking spaces to form part of the said NEW BUILDING
- xii) PROFESSIONAL TEAM shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time
- xiii) **"PASS THROUGH CHARGES"** means and includes the contribution collectable from the customers towards Stamp Duty, Registration Charges, Association formation Charges, VAT, Goods and Service Tax ("GST"), other Government deposits, taxes and levies, maintenance deposit/corpus, payments to be received from the customers towards advance maintenance charges, association deposit, lease rent, royalties, legal charges, and all such other similar statutory charges, deposits and fees as also costs which are collected/recovered from the customers and also all the other

charges collected from the customers which are for onward transfer to the co-operative society/association and/or any other legal entity or corporate body comprising of purchasers/Transferee/s of the said Property /deposit to the concerned Governmental Authority or the association or common organization (if any) of the Purchasers/Transferee/s or with the maintenance agency of the Project, as the case may be. It is clarified that a separate account shall be maintained in the books of account for the Pass through charges.

- xiv) TOTAL DEVELOPMENT COSTS shall mean the aggregate of all costs, fees and expenses wholly and exclusively expended or incurred by the Developer

#### ARTICLE II - INTERPRETATIONS

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, , supplemented or novated
- iii) An obligation of the Developer in this Agreement to do something shall include an obligation to procure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, or allow the same to be done
- iv) Words denoting one gender shall include other genders as well.

- v) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vi) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

### ARTICLE III - TITLE -REPRESENTATION AND WARRANTIES BY THE OWNERS

3.1 At or before execution of this Agreement the Owners and each one of them have assured and represented to the Developer as follows :

- i) THAT the said Area available for Development is free from all encumbrances charges liens lispendens attachments trusts whatsoever or howsoever
- ii) THAT the Owners are competent to enter into this agreement
- iii) THAT the said Property is not affected by the provisions of the Urban Land (Ceiling and Regulation) Act 1976
- iv) THAT the said Property is not subject to any notice of acquisition or requisition.
- v) THAT the Owners have not entered into any agreement for sale transfer and/or development nor have created any interest of a third party into or upon the said Area available for development or any part or portion thereof and they covenants further with the Developer that they shall not create any encumbrances or third party interest during the subsistence of this agreement

vi) THAT all municipal rates and taxes and other outgoings payable in respect of the said Property will be paid by the Owners till the date of commencement of the work of construction and thereafter it shall be the responsibility and obligation of the Developer to make payment of the same.

3.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Developer has agreed to undertake the development of the said Area available for Development subject to the terms and conditions hereinafter appearing.

#### ARTICLE IV – COMMENCEMENT AND DURATION

4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution hereof

4.2 This Agreement shall remain in full force and effect until completion of the said New Building subject to what is hereinafter appearing

#### ARTICLE V – GRANT OF DEVELOPMENT RIGHT

5.1 In consideration of the Developer having incurred and/or having agreed to incur all costs charges and expenses for undertaking the construction of the said new building the Owners have agreed to grant the exclusive right of development in respect of the said Area available for Development unto and in favour of the Developer herein to undertake construction of the said New Building and/or Buildings on the Area Available for Development in accordance with the Plan sanctioned by the authorities concerned and in connection therewith the Developer shall be entitled to :

I) apply for and obtain all consents approvals and/or permissions as may be necessary and/or required for undertaking development of the said Area available for Development

- II) take such steps as are necessary to divert all pipes, , cables or other conducting media in, under or above the Area available for Development or any adjoining or neighboring Properties and which need to be diverted as a result of the Development
- III) install all electricity and other connections
- IV) serve such notices and enter into such agreements with statutory undertakers or other companies as may be necessary to install the services
- V) give all necessary or usual notices under any statute affecting the demolition and clearance of the Properties and/or Area available for Development, give notices to all water, electricity and other statutory authorities as may be necessary in respect of development of the said Properties and pay all costs, fees and outgoings incidental to or consequential on, any such notice and indemnify and keep the Owners indemnified from and against all costs charges claims actions suits and proceedings.
- VI) remain responsible for due compliance with all statutory requirements whether local, state or central and shall also remain responsible for any deviation in construction which may not be in accordance with the Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings
- VII) remain responsible for any accident and/or mishap taking place while undertaking construction and completion of the said new building and/or buildings and/or Housing Project in accordance with the said Plan and has agreed to keep the Owners saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings.

- VIII) comply and/or procure compliance with, all conditions attaching to the building permission and any other permissions which may be granted during the course of development.
- IX) comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal authorities or other authorities affecting the Properties or the development
- X) take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said Area available for Development.
- XI) incur all costs charges and expenses for the purpose of constructing erecting and completing the said new building and/or buildings and/or Housing Project in accordance with the said Plan
- XII) make proper provision for security of the said Area available for Development during the course of development
- XIII) not allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said Area available for Development or any part or portion thereof
- XIV) not to expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents as may be necessary and/or required for the purpose of construction erection and completion of the said New Building
- XV) to remain solely liable and/or responsible for all acts deeds matters and things for undertaking construction of the said new building and/or buildings and/or housing project in accordance with the Plan and to pay perform and observe all

the terms conditions covenants and obligations on the part of the Developer to be paid performed and observed

5.2 For the purpose of development of the said Area available for Development the Developer has agreed :

- i) To appoint its own professional team for undertaking development of the said properties
- ii) The Developer shall take all necessary action to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Development and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same.
- iii) The Developer has used and shall continue to use all reasonable skill and care in relation to the development, to the co-ordination management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance specifications and requirements and to design of the Development for the purposes for which is to be used or specific
- iv) The approved plans have been and will be prepared competently and professionally so as to provide for a building free from any design defect and fit for the purpose for which is to be used and the property is fit for the carrying out of the development
- v) The Developer shall commence and proceed diligently to execute and complete the development:
  - a) in a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect' (whether of design, workmanship or materials) to the reasonable satisfaction of the Owners

- b) in accordance with the Approved Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement
- vi) The Developer shall use its best endeavors to cause the Development to be practically completed in accordance with the provisions of this Agreement.

#### ARTICLE VI - DEVELOPMENT COSTS

- 6.1 The Developer shall incur all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below
- i) The proper costs of obtaining planning permissions in respect of the development (including fees of the architects surveyors or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature
  - ii) The proper costs of investigations, surveys, and tests in respect of soil, drains, structures and rights of light
  - iii) The proper costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development
  - iv) The proper costs and expenses payable to for marketing and/or selling the Development including any advertising, research and other marketing costs

- v) All rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the Properties or on the owner or occupiers of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party
- vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development
- vii) All proper costs and interests and other finance costs payable by the Developer for undertaking development

#### **ARTICLE VII - APPROVED PLANNING**

7.1 The Developer shall be entitled to have the said Plan revised and/or modified as and when required by the Architect or the authorities concerned and shall also be entitled to alter and/or modify the said plan for the purpose of maximizing returns by sale of the various flats units apartments constructed spaces and car parking spaces to form part of the development

#### **ARTICLE VIII - COMMENCEMENT OF DEVELOPMENT WORK AND DELIVERY OF SITE**

- 8.1 The Owners have already put the Developer in complete vacant possession of the said Area available for Development and the Developer shall be entitled to undertake development of the said Area available for Development by constructing a new building
- 8.2 After obtaining all permissions which may be required for undertaking construction of the said new building the Developer shall –
- i) immediately commence and/or proceed diligently to execute and complete the development and in this regard the

Developer shall be entitled to demolish the existing structures standing thereon and all debris accruing there from shall belong to the Developer

- ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials as may be recommended by the Architect for the time being, free from any latent or inherent defect
- iii) execute and complete the development in accordance with the plan and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement

8.3 Unless prevented by circumstances beyond its control the Developer shall construct erect and complete the said new building in all regards within a period of 60 months from the date of execution of this Agreement with a grace period of 12 months (hereinafter referred to as the COMPLETION DATE) with such materials and/or specification as may be recommended by the Architect and it is the intent of the parties that the said building should be a first class building

8.4 The said new building shall be constructed erected and completed in a workman like manner and the Developer has assured that because of lack of finances or otherwise the work of construction will not be abandoned

8.5 The Developer in the name of the Owners shall be entitled to apply for and obtain all permissions approvals and/or sanctions as may be necessary and/or required and for the aforesaid purpose it has been agreed that the Owners shall execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees

8.6 The Developer shall at its own costs and expenses and without creating any financial and other liability on the Owners shall construct and complete the New Building in accordance with said plan

- 8.7 All costs charges and expenses including taxes and Architect's fees accruing due after the execution of this Agreement shall be paid borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 8.8 The Developer hereby undertakes to keep the Owners saved harmless and indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said new Building.
- 8.9 The Developer hereby undertakes to keep Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Properties and/or in the matter of construction of the said new building and/or for any defect therein.
- 8.10 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from
- 8.11 The Owners shall be entitled to inspect the progress of the work of construction and in any event the Developer has agreed to periodically keep them informed about the progress of the work of construction and in the event of there being any defect or deviation detected then and in that event the Developer at its own cost shall cause the same to be cured

#### **ARTICLE IX – ADVANCES/DEPOSITS**

- 9.1 The Owners and each one of them hereby confirm having received an aggregate sum of Rs. 60,00,000/- (Rupees Sixty lacs only ) (hereinafter referred to as the DEPOSIT AMOUNT) and the said amount has been paid to the Owners in the manner following :
- i) Owner No.1 – Arijit Mittra - Rs. 30,00,000/-
  - ii) Owner No.2 – Ananjan Mitter - Rs. 15,00,000/-

- 9.2 The said Deposit Amount shall be held by the Owners free of interest and shall become refundable in such manner as may be mutually agreed upon.

#### **ARTICLE X - REVENUE SHARING**

- 10.1 In consideration of the above and keep in view the marketing expertise of the Developer it has been agreed that the entirety of the constructed area forming part of the development shall be sold and transferred by the Developer and the Developer shall be entitled to enter into agreement for sale and transfer in respect of the various flats units apartments constructed spaces and car parking spaces forming part of the development and to receive realize and collect the sale proceeds and other amounts and the Owners, if required, shall be parties to all such agreements and/or conveyances
- 10.2 For the purpose of sharing of revenue between the parties in terms of this agreement it has been agreed that out of the gross receipts after adjustment and appropriation of the Pass Through Charges as hereinbefore recited including a sum equivalent to 1% of the net sale proceeds as and by way of marketing costs, the remaining net proceeds shall be shared amongst the Owners and the Developer in a manner whereby
- i) The Owner No.1 shall be entitled to 17% of the net sale proceeds (hereinafter referred to as the OWNER NO.1s SHARE)
  - ii) The Owner No.2 jointly shall be entitled to 17 % each one of them being 8.5% of the net sale proceeds (hereinafter referred to as the OWNER NO.2s SHARE)
  - iii) The Developer shall be entitled to retain for itself the remaining 66% of such net revenue (hereinafter referred to as the DEVELOPER'S SHARE)
- 10.3 The gross receipts shall be kept in an escrow account by the developer for distribution thereof in terms of this agreement

- 10.4 In addition to the share of revenue to part form of the Developer's Share the Developer shall be entitled to retain all amounts paid by the intending purchasers on account of deposits and/or advances on account of municipal rates and taxes, Sinking Fund, Electricity Deposits and other amount and this will not be taken into account for the purpose of determination of net revenue. The aforesaid amounts on account of deposits and advances to be retained by the Developer shall be made over by the Developer to the Holding Organisation upon its formation.
- 10.5 Each of the Owners shall be entitled to appoint their respective authorized representatives through registered document for the purpose of receiving their respective share in the revenue payable in terms of this Agreement and each of such authorized representative shall be entitled to receive realize and collect the share in the revenue coming to the share of the concerned owner and to grant effectual receipts and/or discharges therefore it being expressly made clear that payment of revenue coming to the share of each of the owners in the manner as aforesaid shall be a complete and valid discharge of the obligation of the Developer to make payment of the revenue coming to the share of each of the Owners
- 10.6 The Developer shall maintain the books of accounts and other papers connected with sale and transfer of the development at its office at 10/4B Lala Lajpat Rai Sarani, Kolkata and the Owners or any person authorised by them shall be entitled to take inspection of such books of accounts and other related papers

#### **RTICLE XI - FORCE MAJEURE**

- 11.1 The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observed if it is prevented by any of the conditions herein below :

- i) Fire
- ii) Natural Calamity, such as storm, cyclone, Flood, Tempest etc.;
- iii) Labour Unrest;
- iv) Local Problem such as Riot, Mob-Violence, Threat and Terrorist Attack;
- v) Any prohibitory order from a Court of Law or the Local Municipal Corporation or any other authority or authorities as the case may be;
- vi) Delay in giving electricity connection;
- vii) Delay in granting occupancy certificate;
- viii) Any other unavoidable circumstances beyond the control of the Developer;

#### **ARTICLE XII – AFTER COMPLETION- MAINTENANCE**

- 12.1 Immediately after the completion of the New Building and possession is made over to the Flat Owners in the New Building the Developer shall form or cause to be formed an Association or a Society or Syndicate of the Unit owners in the New Building (hereinafter referred to as the HOLDING ORGANISATION)
- 12.2 The Developer in its absolute discretion shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Developer in its absolute discretion may deem fit and proper and such FMC shall not be removed unless there is consent of 75% of the flat owners in the said new building
- 12.3 Upon completion of the said new building the Developer and/or the FMC as the case may be shall be entitled to frame necessary rules and regulations regarding user of the common areas and/or amenities and/or utilities in the said new building and each of the flat buyers shall abide by such rules and regulations.

### ARTICLE XIII - OWNERS'S OBLIGATIONS

13.1 The Owners have agreed :

- i) To co-operate with the Developer in all respect for development of the said Area available for Development in terms of this agreement
- ii) To execute all deeds documents and instruments as may be necessary and/or required from time to time
- iii) For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the said Plan
- iv) To execute a General Power of Attorney in favour of **(1) Shri Pradip Kumar Jain** and **(2) Shradhdhan Jain** being the Authorised Representative of the Developer i.e. Wonderland Distributors Pvt Ltd . The Owners has agreed that in the event of the Developer requiring any further power and authority in further of this agreement the Owners has agreed to execute such further power of attorney as and when necessary and/or required.
- iv) To execute the Deed of Conveyance and/or transfer in respect of the various flats units apartments and constructed spaces forming part of the new building as may be nominated by the Developer from time to time

### ARTICLE XIV- - PAYMENT OF MUNICIPAL RATES TAXES AND OTHER OUTGOINGS

- 14.1 As from the Commencement Date all municipal rates taxes and other outgoings payable in respect of the said Property shall be paid borne and discharged by the Developer
- 14.2 Each of the parties shall be liable to make payment of the amount which may become payable on accounts of Goods & Service Tax (GST)

and shall keep the others saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs

#### **ARTICLE XV (DEVELOPER'S INDEMNITY)**

- 15.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer in or relating to the construction of the said Building.
- 15.2 The Developer hereby undertakes to keep the Owners indemnified against all actions suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said Area available for Development and/or in the matter of construction of the said Building and/or for any defect therein.
- 15.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.

#### **ARTICLE XVI- NO CANCELLATION**

- 16.1 None of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default on the part of either party (hereinafter referred to as the defaulting party) the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs

#### **ARTICLE XVII – PROJECT FINANCE**

- 17.1 For the purpose of undertaking the development of the said properties by causing a new building to be constructed in accordance with the said plan the DEVELOPER shall be entitled to and is hereby authorized by the OWNERS to obtain Project Finance from any Bank, Financial Institutions and /or

any other person and persons as the DEVELOPERS shall deem fit and proper.

- 17.2 For the purpose of securing the repayment of such Project Finance, the DEVELOPER shall be entitled to and is hereby authorized to mortgage or charge the said property and the OWNERS and each one of them hereby undertake and agreed to deposit the title deed and all other papers as may be required and also to sign, execute all other papers, documents, instrument as may be needed or may be required from time to time, ITBEING expressly agreed and declared that the DEVELOPER shall always remain responsible for repayment of the said project Finance amount or any other amount which may become due and payable and shall keep the OWNERS and each of them duly indemnified against all costs, charges and claims.

#### **ARTICLE XVIII - MISCELLANEOUS**

##### **18.1 RELATIONSHIP OF THE PARTIES**

- 18.1.1 This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties
- 18.1.2 All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the Owners shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title
- 18.1.3 SUPERCESSION - This Agreement supersedes all previous agreements and/or arrangements and/or memorandums of understanding entered into between the parties hereto and the parties agree and covenant with each other that they shall be governed by the terms and conditions herein contained

18.1.4 NON WAIVER - any delay tolerated and/or indulgence shown by the Owners in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Owners.

18.1.5 ENTIRE AGREEMENT - Any addition alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.

18.1.6 COSTS - each party shall pay and bear its own cost in respect of their respective advocates and/or solicitor's fees and the registration charges towards this agreement shall be paid borne and discharged by the parties in equal proportion

18.1.7NOTICES: Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by prepaid first class post with recorded delivery, or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place or receipt (of if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.

18.1.8No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise

18.1.13 The entire Agreement (together with schedules, if any) between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto

18.1.12 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.

18.1.11 The parties hereto acknowledge that in the event of any default on the part of either party monetary compensation would not afford adequate relief and as such each party has agreed to perform and fulfill their respective obligations in terms of this Agreement

18.1.10 SEVERABILITY : If any the clauses or provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby

18.1.9 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them

available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy

- 18.1.14 This agreement shall be binding on the parties hereto and their respective successors and assigns
- 18.1.15 In the event of any ambiguity or discrepancy between the provisions of this agreement and the articles, then it is the intention that the provisions of this agreement shall prevail and accordingly the parties shall exercise all voting rights and other rights and powers available to them so as to give effect to the provisions of this Agreement and shall further, if necessary, procure any required amendment to the Articles.
- 18.1.16 Each party shall co-operate with the others and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.
- 18.1.17 Be it noted that by this Development Agreement and related Developmental Power of Attorney the Developer shall only be entitled to receive consideration money by executing agreement/final document for transfer of property as per provision laid down in the said document as a developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Developmental Power of Attorney shall never be treated as the agreement/final document for transfer of property between the Owner and the Developer in any way. This clause shall have overriding effect to anything written in these document in contrary to this clause.

#### **ARTICLE XIX - NEGATIVE COVENANTS**

- 19.1 The Owners and each one of them have covenanted and assured the Developer that until such time the development of the said Area available for Development is complete :

- i) Not to do any act deed or thing which may be in contravention and/or in violation of the terms and conditions of this agreement
- ii) To do all acts deeds and things as may be necessary and/or required from time to time

#### **ARTICLE XX - ARBITRATION**

- 20.1 All disputes and differences between the parties hereto regarding the interpretation scope of effect of any of the terms and conditions herein contained or touching or concerning these presents or as regards the rights and liabilities of the parties either continuance of this agreement or expiry and/or termination thereof shall be referred to the sole arbitration of a person in whom both parties have full trust and confidence failing whereof the Owners shall jointly nominate and appoint one Arbitrator and the Developer and the Confirming Party shall jointly nominate and appoint one arbitrator and both the said two arbitrators shall appoint the Third and/or Presiding Arbitrator and the same shall be deemed to be a reference within the meaning of the Indian Arbitration and Conciliation Act 1996 or any other statutory modification or enactment for the time being thereto in force.
- 20.2 The Arbitrators shall have summary powers
- 20.3 It would not be obligatory on the Arbitrators to follow the principles laid down under the Indian Evidence Act unless specifically enjoined upon him under any statute
- 20.4 It would not be obligatory on the part of the Arbitrators to give any speaking and/or reasoned award
- 20.5 The Arbitrators shall adjudicate the disputes within a period of four months from the date of entering upon the reference excepting that the Arbitrator shall be entitled to extend time for such further period but in no event beyond a period of two months thereafter
- 20.6 The Arbitrators shall be entitled to give interim awards and/or directions and/or awards from time to time

20.7 Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents

**THE FIRST SCHEDULE ABOVE REFERRED TO  
(THE SAID PROPERTTIES)**

ALL THAT the Municipal Premises No.22/1A, 22/1A, 22/1B, 22/1C, 22/1D and 22/1E Chakraberia Road (South) containing an area of 18 cottahs 12 chittacks and 34 sq. ft. (more or less) together with all buildings and structures standing thereon along with all easements rights and paths and passages attached to the land within Ward No.70 of the Kolkata Municipal Corporation P.S. Bhowanipore )

**THE SECOND SCHEDULE ABOVE REFERRED TO  
(AREA AVAILABLE FOR DEVELOPMENT)**

ALL THAT the Municipal Premises No.22/1A, 22/1B, 22/1C, 22/1D and part of Premises No. 22/1E Chakraberia Road (South) containing by estimation an area of 16 cottahs 6 chittacks and 29 sq. ft. (more or less) and upon amalgamation has since been numbered as Municipal Premises No. 22/1A Chakraberia Road (South) Kolkata 700 02 together with 1storied tin shed area measuring 1500 sq. ft standing thereon along with all easements rights and paths and passages attached to the land within Ward No.70 of the Kolkata Municipal Corporation P.S. Bhowanipore and butted and bounded as follows:

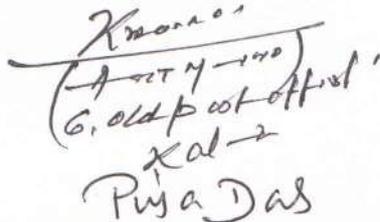
- ON THE NORTH : By 22/1F Chakraberia Road (South) and 62/2D Paddapukur Road
- ON THE SOUTH : By Premises No.21, 21/1 and 21/2 Chakraberia Road (South)
- ON THE EAST : By Chakraberia Road
- ON THE WEST : By Premises Nos. 9C and 9A Chakraberia Road (South) and 63A Paddapukur Road

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written

**SIGNED AND DELIVERED**

**BY THE OWNER NO.1**

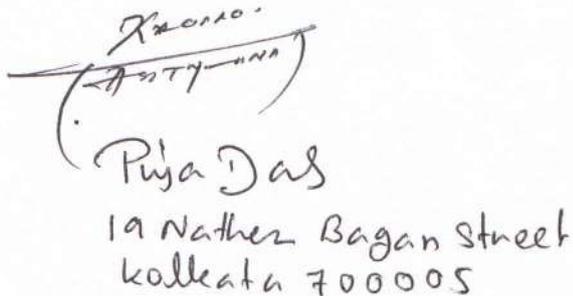
at Kolkata in the presence of

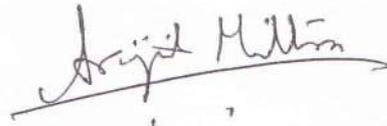
  
Piyu Das

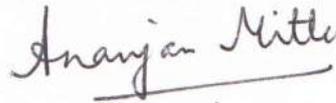
**SIGNED AND DELIVERED**

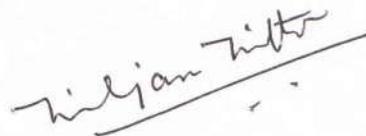
**BY THE OWNER NO.2**

At Kolkata in the presence of

  
Piyu Das  
19 Nather Bagan Street  
Kolkata 700005



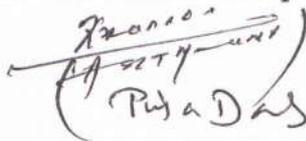




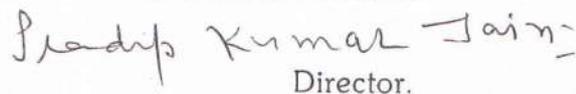
**SIGNED AND DELIVERED**

**BY THE DEVELOPER**

at Kolkata in the presence of:

  
Piyu Das

For Wonderland Distributors Pvt. Ltd.

  
Pradyip Kumar Jain  
Director.

**DRAFTED AND PREPARED**

**IN MY OFFICE:**

Ajay Gaggar  
AJAY GAGGAR  
ADVOCATE HIGH COURT  
CALCUTTA  
Enrolment No.1160/2003

# SPECIMEN FORM FOR TEN FINGERPRINTS



|                     |            |               |             |               |             |               |
|---------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>David Miller</i> | Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|                     | Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |



|                     |            |               |             |               |             |               |
|---------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Anujan Mitta</i> | Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|                     | Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |



|                    |            |               |             |               |             |               |
|--------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Nijim Titta</i> | Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|                    | Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |



|                          |            |               |             |               |             |               |
|--------------------------|------------|---------------|-------------|---------------|-------------|---------------|
| <i>Shodip Kumar Jain</i> | Left Hand  | Little Finger | Ring Finger | Middle Finger | Fore Finger | Thumb         |
|                          | Right Hand | Thumb         | Fore Finger | Middle Finger | Ring Finger | Little Finger |



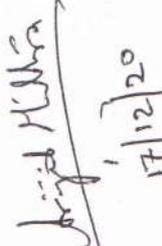
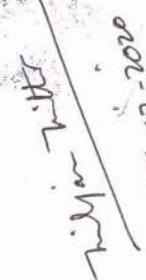
Government of West Bengal

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

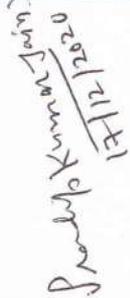
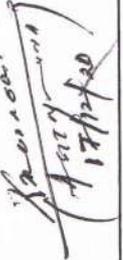
OFFICE OF THE A.D.S.R. ALIPORE, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16053001655376/2020

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

| SI No. | Name of the Executant   | Category  | Photo   | Finger Print  | Signature with date   |
|--------|---|-----------|---|---|---|
| 1      | Mr Arijit Mittra 34/1, Lala Lajpat Rai Sarani, P.O:- Bhawanipore, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020   | Land Lord |    |    | <br>17/12/20     |
| 2      | Mr Ananjan Mitter 34/1, Lala Lajpat Rai Sarani, P.O:- Bhawanipore, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700025  | Land Lord |   |  | <br>17/12/20   |
| 3      | Mr Nilanjan Mitter 34/1, Lala Lajpat Rai Sarani, P.O:- Bhawanipore, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 | Land Lord |  |  | <br>17-12-2020 |

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

| SI No. | Name of the Executant   | Category   | Photo   | Finger Print   | Signature with date  |
|--------|---|--|---|--|--|
| 4      | Mr Pradip Kumar Jain<br>10/4b, Lala Lajpat Rai Sarani, P.O:- Bhawanipore, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 | Representative of Developer [Wonderland Distributors Private Limited]        |    |   |   |
| SI No. | Name and Address of identifier  | Identifier of  | Photo   | Finger Print   | Signature with date  |
| 1      | Mr Asit Manna<br>Son of Mr A K Manna<br>96, Old Post Office Street, P.O:- G P O, P.S:- Hare Street, Kolkata, District:- Kolkata, West Bengal, India, PIN - 700001   | Mr Arijit Mitra, Mr Ananjan Mitter, Mr Nilanjan Mitter, Mr Pradip Kumar Jain |  |  |  |



(Sukanya Talukdar)

ADDITIONAL DISTRICT  
SUB-REGISTRAR

OFFICE OF THE A.D.S.R.  
ALIPORE

South 24-Parganas, West  
Bengal



Govt. of West Bengal  
Directorate of Registration & Stamp Revenue  
e-Challan

GRN: 19-202021-016671521-1

Payment Mode Online Payment

GRN Date: 14/12/2020 12:58:12

Bank : HDFC Bank

BRN : 1317659380

BRN Date: 14/12/2020 12:58:40

DEPOSITOR'S DETAILS

Id No. : 3001655376/7/2020

[Query No./Query Year]

Name : PRADIP KUMAR JAIN

Contact No. : 9831046360

Mobile No. : +91 9831046360

E-mail : goodluck@arihantworld.net

Address : 4010 BALLYGUNGE CIRCULAR ROAD BALLYGUNGE 700019

Applicant Name : Mr Pradip Kumar Jain

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 7

PAYMENT DETAILS

| Sl. No. | Identification No. | Head of A/C Description                  | Head of A/C        | Amount[ ₹] |
|---------|--------------------|--|--------------------|------------|
| 1       | 3001655376/7/2020  | Property Registration- Stamp duty        | 0030-02-103-003-02 | 75021      |
| 2       | 3001655376/7/2020  | Property Registration- Registration Fees | 0030-03-104-001-16 | 60021      |

Total

135042

In Words : Rupees One Lakh Thirty Five Thousand Forty Two only

ELECTION COMMISSION OF INDIA  
ভারতের নির্বাচন কমিশন

IDENTITY CARD

CJD2573855

পরিচয় পত্র



Elector's Name Asit Manna

নির্বাচকের নাম অসিত মন্না

Father's Name Abanti Kumar Manna

পিতার নাম অবন্তী কুমার মন্না

Sex M

লিঙ্গ পুরুষ

Age as on 1.1.2005 38

১.১.২০০৫-এ বয়স ৩৮

Address:

Mauja - Depala Shasanabada J, L, No - 128( Ansha )  
Depala Ramnagar Purbo Medinipur 721453

ঠিকানা :

মৌজা- দেপাল শাসনাবাদ জে, এল, নং- ১২৮ (অংশ) দেপাল রামনগর পূর্ব  
মেদিনীপুর ৭২১৪৫৩

Facsimile Signature  
Electoral Registration Officer  
নির্বাচক নিবন্ধন আধিকারিক

Assembly Constituency: 212-Ramnagar

বিধানসভা নির্বাচন ক্ষেত্র : ২১২-রামনগর

District: Purbo Medinipur জেলা: পূর্ব মেদিনীপুর

Date: 20.07.2005 তারিখ: ২০.০৭.২০০৫

12/05

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER



ADMPM4395D

नाम /NAME

ARIJIT MITTRA

पिता का नाम /FATHER'S NAME

SALIL KUMAR MITTRA

जन्म तिथि /DATE OF BIRTH

24-02-1963

हस्ताक्षर /SIGNATURE

*Arijit Mitra*

*B. Das*

आयकर आयुक्त, प.ब. II

COMMISSIONER OF INCOME-TAX W.B. - II

*Arijit Mitra*



ভারত সরকার

Unique Identification Authority of India

ঠিকানা: /, এলপিন রোড  
এল.আর.সারনী, এল.আর.সারনী, কোলকাতা  
পশ্চিমবঙ্গ,

Address: 34/1, ELGIN  
ROAD, L.R.Sarani, Kolkata,  
L.r.sarani, West Bengal,  
700020

8861 5384 9436



1947  
1800 300 1947



help@uidai.gov.in

www

www.uidai.gov.in

*Arijit Mittra*



ভারত সরকার

Government of India

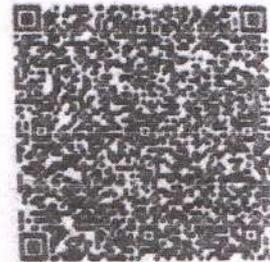


অরিজিত মিত্র  
Arijit Mittra  
পিতা : সলীল কুমার মিত্র  
Father : Salil Kumar Mittra

জন্মতারিখ/DOB: 24/02/1963

পুরুষ / Male

8861 5384 9436



আধার - সাধারণ মানুষের অধিকার

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER  
**AFCPM6223L**

नाम /NAME  
**ANANJAN MITTER**

पिता का नाम /FATHER'S NAME  
**MALAY KUMAR MITTER**

जन्म तिथि /DATE OF BIRTH  
**05-07-1968**

हस्ताक्षर /SIGNATURE  






*AK Mitter*  
आयकर आयुक्त, प.स.-XI  
COMMISSIONER OF INCOME-TAX, W.B. - XI

*Ananjan Mitter*

इस कार्ड के लो / भिल जाने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वापस कर दें संयुक्त आयकर आयुक्त(बढ़ति एवं तकनीकी), पी-7, चौरंगी बस्पायर, कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to the issuing authority :  
Joint Commissioner of Income-tax(Systems & Technical), P-7, Chowringhee Square, Calcutta- 700 069.

*Ananjan Mitter*



भारत सरकार  
Government of India



आणनजन मित्रे  
Ananjan Mitter  
जन्म तारीख / DOB : 05 07 1968  
पुरुष / Male



8871 6673 1952

माझे आधार, माझी ओळख



भारतीय विशिष्टता ओळख प्राधिकरण  
Unique Identification Authority of India

पत्ता  
34/1, एलिंगन रस्ता, कोलकाता,  
एल आर सारणी, एल आर सारणी,  
कोलकाता, वेस्ट बंगल, 700020

Address  
C/O. , 34/1, Elgin Road, Kolkata  
L.R.Sarani, L.r.sarani, Kolkata,  
West Bengal, 700020

*Ananjan Mitter*

8871 6673 1952



1947



help@uidai.gov.in

WWW

www.uidai.gov.in

*Ananjan Mitter*

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AFMPM7352N



नाम /NAME

NILANJAN MITTER

पिता का नाम /FATHER'S NAME

MALAY KUMAR MITTER

जन्म तिथि /DATE OF BIRTH

08-07-1971

हस्ताक्षर /SIGNATURE

*Nilanjan Mitter*

*Nilanjan Mitter*

आयकर अधिकारी, प.बं.-III

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

*Nilanjan Mitter*



ভারত সরকার

Unique Identification Authority of India

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা সত্য করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship
- To establish identity, authenticate online

সংস্কৃতির আই ডি / Enrollment No. 1040/21060/01998

To  
NILANJAN MITTER  
নীলজ্ঞান মিত্র  
34/1  
ELGIN ROAD,  
L. R. Sarani,  
L. r. Sarani, Kolkata  
West Bengal 700020

28/07/2014



KL793988420FT

79398842



আধার সংখ্যা / Your Aadhaar No. :

2282 0211 3031

আধার - সাধারণ মানুষের অধিকার

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



নীলজ্ঞান মিত্র  
NILANJAN MITTER  
পিতা মলয় কুমার মিত্র  
Father Malay Kumar Mitter

জন্ম তারিখ/DOB 08/07/1971  
লিঙ্গ Male

2282 0211 3031



আধার - সাধারণ মানুষের অধিকার



সংস্কৃতির আই ডি / Enrollment No. 1040/21060/01998  
Unique Identification Authority of India

ঠিকানা: / এলগিন রোড  
এল আর সারানী, এল আর সারানী, কোলকাতা  
পশ্চিমবঙ্গ

Address 34/1, ELGIN  
ROAD, L. R. Sarani, L. R.  
sarani, Kolkata, West  
Bengal 700020

2282 0211 3031

1947  
1800 300 1947

help@uidai.gov.in

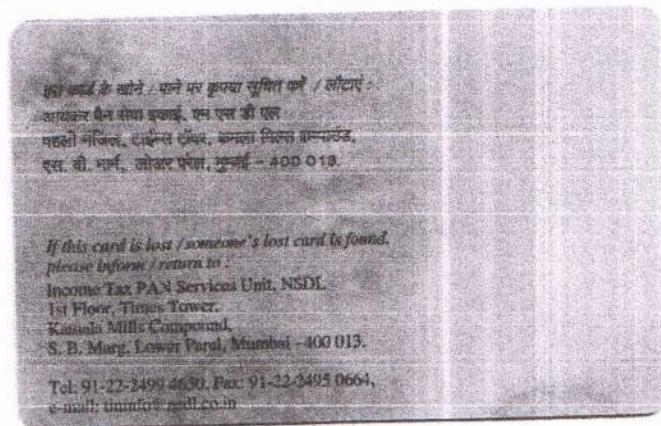
www.uidai.gov.in

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For Wonderland Distributors Pvt. Ltd.

*Pradeep Kumar Jain*  
Director.



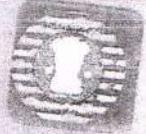
ज्वायकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

PRADIP KUMAR JAIN  
HIRA LAL JAIN  
19/01/1963

Permanent Account Number  
ACQPJ7832H

*Pradip Kumar Jain*  
Signature



Pradip Kumar Jain



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India  
Government of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 1040/21037/04727

To  
30/10/2013  
61900694  
প্রদীপ কুমার জৈন  
Pradip Kumar Jain  
40/10 BALLYGUNGE CIRCULAR ROAD  
Ballygunge  
Ballygunge  
Circus Avenue Kolkata  
West Bengal 700019



MN619006942FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**9820 7159 6858**

আধার - সাধারণ মানুষের অধিকার

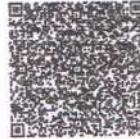


ভারত সরকার

Government of India



প্রদীপ কুমার জৈন  
Pradip Kumar Jain  
পিতা : হিরালাল জৈন  
Father : Hiralal Jain  
জন্মতারিখ / DOB : 19/01/1963  
পুরুষ / Male



**9820 7159 6858**

আধার - সাধারণ মানুষের অধিকার

*Pradip Kumar Jain*

## Major Information of the Deed

|  |   |                                 |            |
|--|---|---------------------------------|------------|
| Deed No :  | I-1605-03614/2020   | Date of Registration            | 21/12/2020 |
| Query No / Year  | 1605-3001655376/2020  | Office where deed is registered |            |
| Query Date   | 10/12/2020 12:15:33 PM  | 1605-3001655376/2020            |            |
| Applicant Name, Address & Other Details                      | Pradip Kumar Jain<br>22/1a, Chakraberia Road South, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700025, Mobile No. : 9831046360, Status :Others |                                 |            |
| Transaction  | Additional Transaction  |                                 |            |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 60,00,000/-]                                   |                                 |            |
| Set Forth value  | Market Value  |                                 |            |
| Rs. 2/-  | Rs. 8,81,96,235/-   |                                 |            |
| Stampduty Paid(SD)   | Registration Fee Paid   |                                 |            |
| Rs. 75,071/- (Article:48(g))                                 | Rs. 60,021/- (Article:E, E, B)  |                                 |            |
| 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: Chakraberia Road (South), , Premises No: 22/1A, , Ward No: 070 Pin Code : 700025

| 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                 | 16 Katha 6 Chatak 29 Sq Ft | 1/-                     | 8,77,46,235/-         | Property is on Road |
| <b>Grand Total :</b> |             |                |                       | <b>27.0852Dec</b>          | <b>1 /-</b>             | <b>877,46,235 /-</b>  |                     |

### Structure Details :

| Sch No  | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1  | On Land L1        | 1500 Sq Ft.       | 1/-                     | 4,50,000/-            | Structure Type: Structure |
| Gr. Floor, Area of floor : 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>  |                   | <b>1500 sq ft</b> | <b>1 /-</b>             | <b>4,50,000 /-</b>    |                           |

**Land Lord Details :**

| SI No | Name,Address,Photo,Finger print and Signature  |
|-------|--|
| 1     | <p><b>Mr Arijit Mitra</b><br/>           Son of Late Sail Kumar Mitra 34/1, Lala Lajpat Rai Sarani, P.O:- Bhawanipore, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ADxxxxxx5D, Aadhaar No: 88xxxxxxxx9436, Status :Individual, Executed by: Self, Date of Execution: 17/12/2020<br/>           , Admitted by: Self, Date of Admission: 17/12/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/12/2020<br/>           , Admitted by: Self, Date of Admission: 17/12/2020 ,Place : Pvt. Residence</p> |
| 2     | <p><b>Mr Ananjan Mitter</b><br/>           Son of Malay Kumar Mitter 34/1, Lala Lajpat Rai Sarani, P.O:- Bhawanipore, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700025 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AFxxxxxx3L, Aadhaar No: 88xxxxxxxx1952, Status :Individual, Executed by: Self, Date of Execution: 17/12/2020<br/>           , Admitted by: Self, Date of Admission: 17/12/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/12/2020<br/>           , Admitted by: Self, Date of Admission: 17/12/2020 ,Place : Pvt. Residence</p>  |
| 3     | <p><b>Mr Nilanjan Mitter</b><br/>           Son of Malay Kumar Mitter 34/1, Lala Lajpat Rai Sarani, P.O:- Bhawanipore, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AFxxxxxx2N, Aadhaar No: 22xxxxxxxx3031, Status :Individual, Executed by: Self, Date of Execution: 17/12/2020<br/>           , Admitted by: Self, Date of Admission: 17/12/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/12/2020<br/>           , Admitted by: Self, Date of Admission: 17/12/2020 ,Place : Pvt. Residence</p> |

**Developer Details :**

| SI No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <p><b>Wonderland Distributors Private Limited</b><br/>           10/4b, Lala Lajpat Rai Sarani, P.O:- Bhawanipore, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020 , PAN No.:: AAxxxxxx2F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p> |

**Representative Details :**

| SI No | Name,Address,Photo,Finger print and Signature   |
|-------|---|
| 1     | <p><b>Mr Pradip Kumar Jain (Presentant)</b><br/>           Son of Hiralal Jain 10/4b, Lala Lajpat Rai Sarani, P.O:- Bhawanipore, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx2H,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Wonderland Distributors Private Limited (as DIRECTOR)</p> |

**Identifier Details :**

| Name  | Photo | Finger Print | Signature |
|---|-------|--------------|-----------|
| <p><b>Mr Asit Manna</b><br/>           Son of Mr A K Manna<br/>           96, Old Post Office Street, P.O:- G P O,<br/>           P.S:- Hare Street, Kolkata, District:-<br/>           Kolkata, West Bengal, India, PIN - 700001</p> |       |              |           |

Identifier Of Mr Arijit Mittra, Mr Ananjan Mitter, Mr Nilanjan Mitter, Mr Pradip Kumar Jain

**Transfer of property for L1**

| Sl.No | From               | To. with area (Name-Area)                          |
|-------|--------------------|--|
| 1     | Mr Arijit Mittra   | Wonderland Distributors Private Limited-9.0284 Dec |
| 2     | Mr Ananjan Mitter  | Wonderland Distributors Private Limited-9.0284 Dec |
| 3     | Mr Nilanjan Mitter | Wonderland Distributors Private Limited-9.0284 Dec |

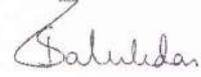
**Transfer of property for S1**

| Sl.No | From               | To. with area (Name-Area)                                  |
|-------|--------------------|--|
| 1     | Mr Arijit Mittra   | Wonderland Distributors Private Limited-500.00000000 Sq Ft |
| 2     | Mr Ananjan Mitter  | Wonderland Distributors Private Limited-500.00000000 Sq Ft |
| 3     | Mr Nilanjan Mitter | Wonderland Distributors Private Limited-500.00000000 Sq Ft |

On 10-12-2020

**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 8,81,96,235/-



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

On 17-12-2020

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

Presented for registration at 17:42 hrs on 17-12-2020, at the Private residence by Mr Pradip Kumar Jain ,.

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

Execution is admitted on 17/12/2020 by 1. Mr Arijit Mitra, Son of Late Salil Kumar Mitra, 34/1, Lala Lajpat Rai Sarani, P.O: Bhawanipore, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Others, 2. Mr Ananjan Mitter, Son of Malay Kumar Mitter, 34/1, Lala Lajpat Rai Sarani, P.O: Bhawanipore, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Others, 3. Mr Nilanjan Mitter, Son of Malay Kumar Mitter, 34/1, Lala Lajpat Rai Sarani, P.O: Bhawanipore, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700020, by caste Hindu, by Profession Others

Indetified by Mr Asit Manna, , , Son of Mr A K Manna, 96, Old Post Office Street, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, 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 17-12-2020 by Mr Pradip Kumar Jain, DIRECTOR, Wonderland Distributors Private Limited (Private Limited Company), 10/4b, Lala Lajpat Rai Sarani, P.O:- Bhawanipore, P.S:- Bhawanipore, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700020

Indetified by Mr Asit Manna, , , Son of Mr A K Manna, 96, Old Post Office Street, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Service



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

On 18-12-2020

**Payment of Fees**

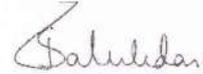
Certified that required Registration Fees payable for this document is Rs 60,021/- ( B = Rs 60,000/- ,E = Rs 21/- ) and Registration Fees paid by by online = Rs 60,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2020 12:58PM with Govt. Ref. No: 192020210166715211 on 14-12-2020, Amount Rs: 60,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1317659380 on 14-12-2020, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2020 12:58PM with Govt. Ref. No: 192020210166715211 on 14-12-2020, Amount Rs: 75,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1317659380 on 14-12-2020, Head of Account 0030-02-103-003-02



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

**On 21-12-2020**

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

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

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 50/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 18161, Amount: Rs.50/-, Date of Purchase: 19/11/2020, Vendor name: MOUSUMI GHOSH



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2020, Page from 128738 to 128789

being No 160503614 for the year 2020.



*Sukanya Talukdar*

Digitally signed by SUKANYA  
TALUKDAR

Date: 2020.12.31 15:19:27 +05:30

Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2020/12/31 03:19:27 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. ALIPORE

West Bengal.

(This document is digitally signed.)