

Certified that the document is admitted a registration. The signature aboots and the endry-sement storets at arched with the document are the pla tof this document. District Sub-Register-III Alipore, South 24, pargama.

AGREEMENT FOR DEVELOPMENT OF LAND AND/OR CONSTRUCTION OF BUILDING

THIS AGREEMENT is made on this day of July, Two Thousand and Twenty Four (2024)

BETWEEN

Contd......P/2.

0 3 JIIL 2024 No. 3350 ₹ 100/- Date..... Name: Sen de Sen Ingraprojects Put-Las Address: 1/83, Garichet Road, 89-1011 Vendor :.... Alipore Collectorate, 24Pgs. (South) SUBHANKAR DAS STAMP VENDOR Alipore Police Sourt, KQI-27 3595 DIPAK BASU DISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE 3596 1 1 JUL 2024 Sanjay Bishas 310 Late DIEP BISUA. 6. Kajkuman chattering Roal Kal- 37

profession - Service.

(1) MR. DIPAK BASU (PAN - ADXPB5265C, AADHAAR NO. - 4285 7545 2234, MOB. - 9831007568), son of Late Jogesh Chandra Bose, by faith -Hindu, by Nationality - Indian, by Occupation - Legal Professional, residing at Premises No. 1/528, Gariahat Road, commonly known as 528, Jodhpur Park, Post Office - Jodhpur Park, Police Station - Lake, District - South 24 Parganas, Kolkata - 700068, West Bengal, (2) MR. DEBRAJ BASU (PAN -AFHPB1774Q, AADHAAR NO. - 4077 5931 2620, MOB. - 9158999186), Son of Mr. Dipak Basu, by faith - Hindu, by Nationality - Indian, by Occupation - Service, presently residing at F-202 Malpani Greens, SR NO 206/1/2 Kaspatewasti Wakad, Post Office - Pune City, Police Station -Pune, Maharashtra, Pin - 411057, (3) MR. PRANTAR CHOUDHURY (PAN -ACOPC0404E, AADHAAR NO. - 8139 4015 0745, MOB.- 9674155215) son of Late Anjan Kumar Choudhury, by faith - Hindu, by Nationality -Indian, by Occupation - Business, residing at Choudhury Park, 10, Kumud Ghoshal Road, Post Office - Ariadaha, Police Station - Dakshineswar, Previously - Belgharia, District - North 24 Parganas, Kolkata - 700057, West Bengal, (4) MR. ABHIJIT NAG (PAN - ABQPN 1477P, AADHAAR NO. - 7763 9667 6020 MOB- 6289112813) son of Late Pranab Kumar Nag, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 4C, Mandeville Gardens, Post Office -Ballygunge, Police Station - Gariahat, District - South 24 Parganas, Kolkata - 700019, West Bengal, hereinafter jointly referred to as the "LAND OWNERS" (which term and/or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART/FIRST PARTY.

-AND-

SEN & SEN INFRAPROJECTS PRIVATE LIMITED (PAN - AANCS1447B), a company incorporated under the Companies Act, 1956, since repealed and replaced by the Companies Act, 2013 having its registered office at 1/83, Gariahat Road, commonly known as 83, Jodhpur Park, Ground Floor, Post Office - Jodhpur Park, Police Station - Lake, Kolkata - 700068, represented by its Director MR. SURAJIT SEN (PAN - AIOPS0025P, AADHAAR NO. -





DISTRICT SUB REGISTRAR-III SOUTH 24 PGS., ALIPORE 1 1 JUL 2024

5244 4630 8176), son of Late Nripen Sen, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 133, Jodhpur Park, 3rd Floor, near Allahabad Bank, Post Office - Jodhpur Park, Police Station - Lake, Kolkata-700068 hereinafter referred to as the "DEVELOPER" (which term and/or expression shall unless excluded by or repugnant to the context be deemed to mean and include it's executors, administrators, legal representatives, successors-in-office, successors-in-interests and assigns) of the OTHER PART/SECOND PARTY.

WHEREAS Mr. Dipak Basu, Mr. Debraj Basu, Mr. Prantar Choudhury and Mr. Abhijit Nag, the Land Owner No. 1, 2, 3 and 4 herein are jointly undivided owners by holding absolute right, title and interest of the property being ALL THAT the piece or parcel of bastu land measuring 05(Five) Kathas 01(One) Chittak 15(Fifteen) Square Feet more or less TOGETHER WITH a three storied cemented brick-built building, admeasuring more or less 4600 sq. ft. standing thereupon along with all rights of easements, privileges, amenities, appurtenances attached thereto at the premises no. 1/528, Gariahat Road, commonly known as 528, Jodhpur Park, Post Office Jodhpur Park, Kolkata – 700068 under Police Station – Lake, (Old – Tollygunge) within Kolkata Municipal Corporation, under Ward No. 093, under jurisdiction of the office of the A.D.S.R - Alipore, District - South 24 Parganas, which is morefully described in the Schedule - "A" written hereunder, free from all encumbrances, charges, liens, lispendens, claims, demands, trusts, acquisitions, requisitions and alignments whatsoever (herein after called as "the Said Property"), which is the subject matter of the present Indenture;

AND WHEREAS one William Graham by several Bengali Deeds of Sale both in his own name as well as in benami of his clerk Ramsasi Chaudhury purchased various plots of land held in Madhya Sattwadhikari Chirasthai Mokarari Mourashi rights and several plots of rent free lands in Mouzas Dhakuria, Gobindapur and Salimpur in Thana Tollygunge in the District of 24-Parganas;



AND WHEREAS the said William Graham by virtue of his purchase as aforesaid had his name recorded in the records of the Superior Landlords and was seized and possessed of the same as the sole and absolute owner thereof till his death on the 17th day of January, 1931;

AND WHEREAS prior to his death the said William Graham on the 3rd May, 1909 made and published his last Will whereby he gave devised and bequeathed unto his wife Mrs. Kate Emily Graham all his moveable and immovable real and personal properties and whereof he appointed his wife the said Kate Emily Graham as the sole Executrix;

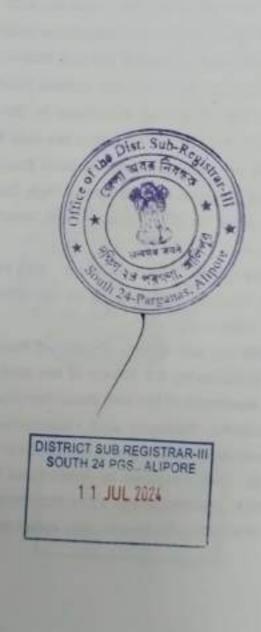
AND WHEREAS the said Will was duly proved in the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction and Probate thereof was on the 31st day of March 1931 granted to the said Kate Emily Graham as the Executrix thereof;

AND WHEREAS the said Kate Emily Graham prior to her death on the 2nd October, 1931 made and published her last Will and Testament on the 2nd April, 1931 whereby she appointed the Official Trustee of Bengal as the sole Executor of her said Will with directions to the Official Trustee to administer the Estate in the manner set out in the said Will;

AND WHEREAS the Official Trustee as such Executor to the said Will of the said Kate Emily Graham applied to the High Court of Judicature at Fort William in Bengal in its Testimentary and Intestate Jurisdiction for grant of probate to him;

AND WHEREAS on the 15th December, 1931 Probate of the Will of the said Kate Emily Graham was granted to the Official Trustee as such executor by the said High Court;

as aforesaid was administering the Estate of the said Kate Emily Graham and was seized and possessed of the said lands hereditaments and premises in the Mouzas Dhakuria, Salimpur and Gobindapur as set out in the Schedule to the hereinafter recited in INDENTURE OF CONVEYANCE dated the 18th day of July, 1947 executed by the Official Trustee of Bengal in favour of THE BENGAL SECRETARIAT CO-OPERATIVE LAND MORTGAGE BANK & HOUSING SOCIETY LTD (herein after called the Housing Society);



AND WHEREAS by an Indenture of Lease dated the 29th Day of November, 1935 and made between the said Official Trustee of Bengal of the One Part and Jodhpur Club Ltd., a Company with limited Liability Incorporated under the Indian Companies Act, 1913 (now dissolved) Dhakuria Post Office, of the Other Part and registered at the Calcutta Registration Office in Book I Volume 103 at pages 280 to 296 being No. 4467 for the year 1935 the said Official Trustee of Bengal granted and demised unto Jodhpur Club Ltd. the aforesaid lands hereditaments and premises more particularly described in the Schedule thereunder written and delineated in the map or plan annexed thereto and thereon shown in red borders together with the principal mansion or Club House on a portion thereof for the term of nineteen years with effect as on and from 1st day of January, 1931 with option of renewal at the rent and upon and subject to the covenants and conditions therein respectively reserved and contained for a further term of fifteen years commencing from the expiry of the term thereby granted;

AND WHEREAS by an Indenture of Conveyance dated the 21st day of February, 1944 and made between the said Official Trustee of Bengal of the First Part Jodhpur Club Ltd. of the Second Part and Kishenlal Poddar and Annandilal Poddar of the Third Part and registered at Sadar Joint Registry, Alipore in Book I Volume 17 at pages 1 to 8 being No. 509 for the year 1944 a portion of Dag No. 329 in Khatian No. 79 containing an area of 1 (one) cottah 14 (fourteen) chittacks and 30 (thirty) square feet and also a portion of Dag No. 330 in Khatian No. 117 comprising an area of 10 (ten) cottahs 5 (five) chittacks and 35 (thirty five) square feet being a portion of lands demised by the hereinbefore recited in INDENTURE OF LEASE dated the 29th day of November, 1935 were released and conveyed unto the said Kishenlal Poddar and Annandilal Poddar;

AND WHEREAS by the said Will dated the 2nd April 1931 the said Mrs. Kate Emily Graham inter alia directed the Official Trustee of Bengal to sell call in and convert into money such part of the Estate of the said Kate Emily Graham as did not consist of money;

AND WHEREAS by virtue of such direction contained in the said Will



and also for the purpose of administration of the Estate of the said Kate Emily Graham, the said Official Trustee of Bengal by a Memorandum of Agreement dated the 12th day of November, 1945, made between the said Official Trustee of 'the One Part' and the Bengal Secretariat Co-operative Society Ltd., a Society registered under the Bengal Co-operative Societies Act, 1940 and having its registered office at Writers' Buildings, Calcutta of 'the Other Part' agreed for the absolute sale to the said Bengal Secretariat Co-operative Society Ltd. or its nominee at or for the price of Rs.10,10,000/-(Rupees Ten Lacs and Ten Thousand) only of all the said lands hereditaments and premises aggregating in all to an area of 80.93 acres more or less situate at the aforesaid Mauzas of Dhakuria, Gobindapur and Salimpur within parganas Khaspur Thana Tollygunge Sub-Registry Alipore within the jurisdiction of Tollygunge Municipality (now within the Kolkata Municipal Corporation) in the District of 24 Parganas being premises No. 1, Gariahat Road and more particularly set out in the Schedule to the hereinbefore recited in the Indenture of Conveyance dated the 18th day of July, 1947 and made between the said Official Trustee of Bengal of the One Part' and the Housing Society of 'the Other Part' (save and except two pieces of lands as mentioned in aforesaid indenture dated the 21st day of February, 1944) subject to the hereinbefore recited in the Indenture of Lease dated the 29th day of November, 1935 granted by the said Official trustee of Bengal in favour of the Jodhpur Club Ltd. as aforesaid but otherwise free from all encumbrances:

AND WHEREAS in pursuance of the said Agreement dated the 12th day of November, 1945 the said Bengal Secretariat Co-operative Society Ltd. paid to the said Official Trustee of Bengal of Rs.1,00,000/- (Rupees One Lakh) only by way of earnest money on the 8th day of October 1945 and Rs.9,10,000/- (Rupees Nine Lakhs and Ten Thousand) only being the balance of the consideration money in full paid on the 29th day of January, 1947;

AND WHEREAS the said Bengal Secretariat Co-operative Society Ltd. received fixed deposits at an interest of 4% (four per cent) per annum to create a fund for the purpose of purchasing the said premises No. 1,



Gariahat Road and paid out of the said fund the aforesaid consideration money of Rs. 10, 10,000/- (Rupees Ten Lakhs and Ten Thousand) only to the said Official Trustee of Bengal;

AND WHEREAS in addition to the consideration money of Rs.10,10,000/-(Rupees Ten Lakhs and Ten Thousand) only paid to the Official Trustee of Bengal as hereinbefore stated, the said Bengal Secretariat Co-operative Society Ltd. had also to incur a further expenditure of Rs.64,447-4-6 (Rupees Sixty-Four Thousand Four Hundred Forty-Seven and Four Annas and Six Pies) only by way of interest on fixed deposits and other incidental charges in connection with the purchase of the said premises No. 1, Gariahat Road;

agreed with the Housing Society for the assignment to the Housing Society of the benefits of the Agreement dated the 12th day of November, 1945 as aforesaid subject to the liability thereunder in consideration of the following sums of money viz. Rs.10,10,000/-(Rupees Ten Lakhs and Ten Thousand) only being the amount paid by the Bengal Secretariat Co-operative Society Ltd. to the Official Trustee of Bengal and Rs.64,447-4-6 (Rupees Sixty-Four Thousand Four Hundred Forty-Seven and Four Annas and Six Pies) only being the additional expenditure incurred on account of interest on fixed deposits and other incidental charges hereinbefore stated, that is in all of Rs.10,74,447-4-6 (Rupees Ten Lacs Seventy Four Thousand Four Hundred Forty Seven and Four Annas and Six Pies) only with interest thereon @ 4% (four per cent) per annum to be repaid by 31st day of December, 1949;

and whereas in consideration of the Housing Society having agreed to pay to the Bengal Secretariat Co-operative Society Ltd. the sum of Rs.10,74,447-4-6 (Rupees Ten Lacs Seventy Four Thousand Four Hundred Forty Seven and Four Annas and Six Pies) only together with interest as aforesaid the Bengal Secretariat Co-operative Society Ltd. assigned by an Indenture of Assignment dated the 2nd day of July,1947 unto the Housing Society ALL THAT THE SAID RECITED AGREEMENT and all the estate, right, title, benefit, advantages, property, claim, demand whatsoever of the Bengal Secretariat Co-operative Society Ltd. on in or to the same and the



lands and premises including buildings and structures thereon to hold the benefit of the said Recited Agreement unto the Housing Society absolutely subject nevertheless to the terms and conditions of the Lease dated the 29th day of November, 1935 in favour of the Jodhpur Club Ltd. and nominated the Housing Society as its nominee to complete the purchase of the aforesaid premises No 1, Gariahat Road;

AND WHEREAS on the 29th day of June, 1946, the said Jodhpur Club Ltd. duly exercised the option of renewal conferred on it by the hereinbefore recited Indenture of Lease dated the 29th day of November, 1935 but no renewed lease was executed;

AND WHEREAS by an Indenture of Conveyance dated the 18th day of July, 1947, made between the said Official Trustee of Bengal of the One Part and the Housing Society, as nominee of the Bengal Secretariat Cooperative Society Ltd. of the Other Part the said Official Trustee of Bengal granted and conveyed to the Housing Society all the said lands hereditaments and premises together with all structures situated in aforesaid Mouzas of Dhakuria, Salimpur and Gobindapur and being premises No. 1, Gariahat Road within Tollygunge Municipality (now under the Kolkata Municipal Corporation) and more particularly set out in the Schedule to the said Indenture of Conveyance dated the 18th July, 1947 subject to the aforesaid Lease dated the 29th November, 1935 in favour of the Jodhpur Club Ltd. but otherwise free from all encumbrances;

AND WHEREAS the Housing Society in furtherance of its objects formulated a scheme known as the Tollygunge Scheme also known as the Tollygunge Scheme (Jodhpur Club Lands) in respect of its lands and premises being premises No. 1, Gariahat Road purchased from the Official Trustee of Bengal under the aforesaid Indenture of Conveyance dated the 18th day of July, 1947 for the purpose of providing houses to its members by establishing a model garden colony with all amenities of city life for the attainment of better living conditions and promotion of economic interest of its members and other residents of the colony through Co-operative efforts and invited applications for admission of members with a view to sell plots to them on the basis of the aforesaid scheme;



AND WHEREAS the Housing Society having failed to secure earlier release of the land from Jodhpur Club Ltd. by private negotiation applied to the Government of West Bengal under the West Bengal Ordinance II of 1948 (afterwards West Bengal Land Development and Planning Act, 1948) for the compulsory acquisition of the lease hold interest of the said Jodhpur Club under the aforesaid lease dated the 29th day of November, 1935;

AND WHEREAS on the 23rd day of May, 1949 the Jodhpur Club Ltd. was served with a notice from Government of West Bengal intimating that it had been proposed to acquire the aforesaid lands and premises on behalf of the Housing Society for building a colony on Co-operative basis thereon;

AND WHEREAS the Jodhpur Club objected to the said acquisition and filed a suit being Title Suit No. 52 of 1949 before the Learned Sixth Additional Court of the Subordinate Judge at Alipore (formerly suit No. 203 of 1949 in the Learned Second Court of the Subordinate Judge of 24 Parganas at Alipore) against the Housing Society and the State of West Bengal by objecting to the said acquisition;

AND WHEREAS by a decree made in the said Title Suit No. 52 of 1949 the Defendants i.e. the Housing Society and the State of West Bengal were restrained by a permanent injunction in so far as the proposed acquisition was concerned from taking or causing to be done any acts or things in respect of the proposed acquisition of the aforesaid lands and premises and from interfering with the Club's possession of the said lands and premises;

AND WHEREAS the Defendants in the aforesaid suit viz. the Housing Society and the State of West Bengal jointly preferred an Appeal in the Calcutta High Court being First Appeal No. 35 of 1952 against the aforesaid judgment and decree in Title Suit No. 52 of 1949;

AND WHEREAS the Housing Society and the said Jodhpur Club Ltd.
with a view to settling the said First Appeal No. 35 of 1952 executed a
Memorandum of Agreement dated the 22nd day of December, 1952;

AND WHEREAS in the said Memorandum of Agreement the said Jodhpur Club Ltd. agreed to execute in favour of the Housing Society a proper deed of assignment in the form set out in the Schedule thereto on receipt of a sum of Rs.5,00,000/- (Rupees Five Lakhs) only which amount



was duly paid by the Housing Society to the Jodhpur Club Ltd;

AND WHEREAS in pursuance of the said Agreement and in consideration of the said sum of Rs.5,00,000/- (Rupees Five Lakhs) only paid by the Housing society to the Jodhpur Club Ltd. ALL THOSE LANDS AND PREMISES comprised in and demised by the hereinbefore recited lease dated the 29th day of November,1935 were assigned by an Indenture of Assignment dated the 6th day of March,1953 by the Jodhpur Club Ltd. free from all charges and encumbrances unto the Housing Society for all the residue then unexpired period of the term of fifteen years created by the exercise of the option to renew given to the Jodhpur Club Ltd. by the said lease dated the 29th day of November,1935;

AND WHEREAS on a joint petition filed by the Appellants viz. the Housing Society and the State of West Bengal and the Respondent Jodhpur Club Ltd. in the matter of First Appeal No. 35 of 1952 in the High Court of Calcutta (Civil and Appellate Jurisdiction) the said Appeal was allowed in full and disposed of in terms of the said Agreement dated the 22nd day of December, 1952 by the High Court of Calcutta and vacant possession of the said lands and premises was made over by the Jodhpur Club Ltd. to the Housing Society in terms of the decree of the High Court of Calcutta in First Appeal No. 35 of 1952;

AND WHEREAS the Housing Society has paid the said amount of Rs.10,74,447-4-6 (Rupees Ten Lakhs Seventy Four Thousand Four Hundred Forty Seven and Four Annas and Six Pies) only together with interests etc. amounting in all of Rs.11,08,787-10-6 (Rupees Eleven Lakhs Eight Thousand Seven Hundred Eighty Seven and Ten Annas and Six Pies) only to the Bengal Secretariat Co-operative Society Ltd. in full satisfaction of the claims of the said Society under the aforesaid Indenture of Assignment dated the 2nd day of July, 1947;

AND WHEREAS the Housing Society in pursuance of the said Tollygunge Scheme (Jodhpur Club Lands) divided the aforesaid lands and premises in mouzas Dhakuria, Salimpur and Gobindapur being premises No. 1, Gariahat Road more particularly described in the Schedule to the Indenture of Conveyance dated the 18th day of July, 1947 measuring about



80.93 acres into several buildings, plots and other common utility areas such as parks, market, lake, schools, playgrounds and has constructed and proposed to construct roads, pathways passages and set back areas with the object of selling the said several buildings, plots as separate hereditaments to its members and others;

AND WHEREAS the said roads, pathways, passages and set back areas and common utility areas are intended for the better enjoyment by the Allottee therein namely Smt. Kanak Durga Bose, Wife of Sri P. C. Bose and other purchasers for the time being of the respective plots belonging to them;

AND WHEREAS the Housing Society admitted the Allottee therein namely Smt. Kanak Durga Bose, Wife of Sri P. C. Bose as one of its members with the intention and purpose of selling to him a piece or parcel or plot of land in the said Tollygunge Scheme and has agreed with such Allottee for absolute sale to her of the Plot No. 528 containing an area of O5(Five) Kathas O1(One) Chittaks 15(Fifteen) Square Feet more or less being a portion of premises No. 1, Gariahat Road more particularly described in the Schedule "A" written hereunder; "—

AND WHEREAS the said Allottee Smt. Kanak Durga Bose, being desirous of purchasing a piece or parcel or plot of land in the said Tollygunge Scheme has became a member of the Housing Society and has agreed to purchase the said plot No. 528 containing an area of 05(Five) Kathas 01(One) Chittaks 15(Fifteen) Square Feet more or less being a portion of premises No. 1, Gariahat Road for the consideration of Rs.4,573.60 p. (Rupees Four Thousand Five Hundred Seventy Three and Paise Sixty) only;

AND WHEREAS the Housing Society was seized and possessed of and otherwise well and sufficiently entitled to free from all encumbrances to the said plot of land described by the Society as plot No. 528 containing an area of O5(Five) Kathas O1(One) Chittaks 15(Fifteen) Square Feet more or less being a portion of premises No. 1, Gariahat Road, more particularly described in Schedule "A" hereunder written thereby agreed to be conveyed to the Allottee Smt. Kanak Durga Bose, Wife of P. C. Bose for the



consideration of Rs. 4,573.60 p. (Rupees Four Thousand Five Hundred Seventy Three and Paise Sixty) only by a Indenture of Conveyance dated 09th day of June, 1967, which was duly registered before the Sub-Registrar of Alipore, District – 24 Parganas and recorded in Book – I, Volume No. – 79, Pages 184 to 203 being No. 4165 for the year 1967;

AND WHEREAS the said Smt. Kanak Durga Bose was seized and possessed of and otherwise well and sufficiently entitled to free from all encumbrances to the said plot No. 528 containing an area of 05(Five) Kathas 01(One) Chittaks 15(Fifteen) Square Feet more or less being a portion of premises No. 1, Gariahat Road, now commonly known as 528, Jodhpur Park more particularly described in Schedule "A" hereunder written;

AND WHEREAS thereafter the said Smt. Kanak Durga Bose possessed absolute right, title and interest in the plot No. 528 containing an area of 05(Five) Kathas 01(One) Chittaks 15(Fifteen) Square Feet more or less being a portion of premises No. 1, Gariahat Road by mutated her name before the Calcutta Municipal Corporation (now Kolkata Municipal Corporation) and was paying tax in respect of the Schedule - "A" Property written hereunder;

AND WHEREAS said Smt. Ranak Durga Bose obtained the Sanctioned Building Plan from the Building Department of the Calcutta Municipal Corporation and constructed a two storied and partly three storied Building thereon at the said Premises No. 528, Jodhpur Park, Kolkata-700068. The said Building Premises No.528, Jodhpur Park, Kolkata-700068, consists of three (3) Floors, as follows:-

- (a) Ground Floor of 2,000 Sq.Ft. approximately.
- (b) First Floor of 2,000 Sq.ft. approximately.
- Second Floor partly constructed, with two (2) Rooms, consisting of 600
 Sq. Ft. and open Roof of 1,200 Sq.ft;

AND WHEREAS Smt. Kanak Durga Bose died on 27th May, 1976, after publishing her last WILL and Testament dated 5th December, 1975, by appointing two (2) joint Executors, as follows:-

 Sri Pranab Kumar Nag (since deceased), husband of Testatrix's daughter namely Smt. Kajal Nag (since deceased).



(ii) Sri Dipak Basu, husband of Testatrix's fifth daughter, namely Smt. Hansi Basu (since deceased);

AND WHEREAS an application was made to the Hon'ble High Court at Calcutta for the Grant of Probate of the said WILL and Testament dated 5th December, 1975 and an Order was passed thereon, dated 30th December, 1977 in the matter no.194 of 1977. The Probate was granted by the Hon'ble High Court at Calcutta in favour of the said joint Executors, Sri Pranab Kumar Nag and Sri Dipak Basu;

AND WHEREAS under the said WILL and Testament dated 5th December, 1975, after the Grant of Probate, the said Premises devolved upon the legatees, as follows:-

- (A) Smt. Hansi Basu (fifth daughter of the Testatrix) (since deceased), was allotted the entire First Floor along with one Mezzanine Floor Room on the Eastern side and one Garage Space on the Western side in the Ground Floor.
- (B) Smt. Shubra Choudhury, daughter of the Testatrix, was allotted the Ground Floor along with Godown & Servant Quarter.
- (C) Second Floor of the said Premises together with one Mezzanine Floor Room on the Western side and one Garage Space on the Eastern side in the Ground Floor was allotted jointly in favour of Sri Subhasish Nag (since deceased) and Sri Abhijit Nag, both are sons of Smt. Kajal Nag(since deceased), third daughter of the Testatrix;

AND WHEREAS the said two (2) joint Executors have duly consented to the vesting of the said portions of the said Premises to the Legatees, named in the said WILL and Testament dated 5th December, 1975 and who accepted the same;

AND WHEREAS as per the said WILL and Testament dated 5th December, 1975 the allottees of the Second Floor along with the Mezzanine Floor Room on the Western Side and the Garage Space on the Eastern side devolved upon Subhasish Nag (since deceased) and Sri Abhijit Nag. Thereafter the said Subhasish Nag died intestate on 22th December, 1998 leaving behind his wife, Smt. Sutapa Nag, as his sole heiress, successor and/or legal representative under the Hindu Succession Act, 1956 as



amended upto date. Upon such death, the Second Floor together with the said Mezzanine Floor Room and the Garage Space devolved upon Sri Abhijit Nag and Smt. Sutapa Nag jointly in equal undivided half share each;

AND WHEREAS thereafter the said Smt. Sutapa Nag, out of natural love and affection, gifted her said undivided half share in the Second Floor along with the Mezzanine Floor Room on the Western Side and Garage Space on the Eastern side on the Ground Floor to Smt. Hansi Basu (since deceased) by virtue of a Registered Gift Deed dated 30th May, 2002 being Deed No.05088 for the year 2003 registered before the Additional Registrar of Assurance-I, Kolkata;

AND WHEREAS thereafter said Smt. Hansi Basu died intestate on 20th December, 2019 leaving behind her husband Sri Dipak Basu and only son Sri Debraj Basu as her legal heirs, successors and/or legal representatives under the Hindu Succession Act, 1956. Upon such death, the entire First Floor, along with one Mezzanine Floor Room on the Eastern side and one Garage Space on the Western side in the Ground Floor and undivided half share of the Second Floor together with one Mezzanine Floor Room on the Western Side and the Garage Space on the Eastern side on the ground floor devolved upon Sri Dipak Basu and Sri Debraj Basu jointly, the Land Owner Nos.1 and 2 herein in equal undivided half share upon all such portions;

and whereas thereafter the said Smt. Shubra Choudhury died intestate on 12.01.2018 leaving behind her only son, Sri Prantar Choudhury, the Land Owner no.3 herein as her only legal heir, successor and/or legal representative under the Hindu Succession Act, 1956 as the husband of the said Smt. Shubra Choudhury died before the death of said Smt. Shubra Choudhury. Upon her death, the entire ground floor including such godown and servant quarter except Two Garage Spaces on the Eastern Side and Western side respectively on the Ground Floor devolved upon the said Sri Prantar Choudhury, the Land Owner No.3 herein,

AND WHEREAS after coming into effect of such Deed of Gift dated 30th May 2002, the said Abhijit Nag, the Land Owner No.4 herein became



seized and possessed of the undivided 1/2 Share of the Second Floor in the said property.

AND WHEREAS at present the shares of the Land Owners/Co-sharers in the said Premises No. 1/528, Gariahat Road now commonly known as 528, Jodhpur Park, Kolkata-700068, are as follows:-

- (a) Sri Dipak Basu & Sri Debraj Basu: Entire share of the 1* Floor and undivided % Share of the Second Floor and Two Garage Spaces on the Eastern Side and Western side respectively on the Ground Floor and one Mezzanine Floor Room on the Eastern Side and one Mezzanine Floor Room on the Western Side respectively.
- (b) Sri Prantar Choudhury:- the entire Ground Floor including the Godown and Servant Quarter except Two Garage Spaces on the Eastern Side and Western side respectively on the Ground Floor.
- (c) Sri Abhijit Nag: Undivided 3/2 Share of the Second Floor.

AND WHEREAS the Land Owners Nos. 1, 2, 3 and 4 mutated their names in the Kolkata Municipal Corporation and paying corporation taxes upto dates vide the Assessee Nos. are 210930408232 and 210930408244 and 210930405887 as per the K.M.O. Tax Bills in the said Premises No. 1/528, Gariahat Road now commonly known as 528, Jodhpur Park, Kolkata-700068.

and whereas the present Land Owners herein are possessed of the absolute undivided right, title and interest containing an area of 05(Five) Kathas 01(One) Chittak 15(Fifteen) Square Feet more or less being a portion of premises No. 1/528, Gariahat Road now commonly known as 528, Jodhpur Park, Post Office – Jodhpur Park, Police Station - Lake, Kolkata - 700068 by mutating their names in the assessment record of the Kolkata Municipal Corporation and have been paying tax to the Kolkata Municipal Corporation in their own name in respect of the Schedule - "A" Property written hereunder.

AND WHEREAS the present Land Owners herein are willing to develop the below mentioned Schedule - "A" Property and approached the Developer/Second Party herein for construction of a G+4 storied new



building by demolishing the existing old three storied cemented brick-built structure on the said land at the said Property described in the Schedule – "A" written hereunder and the Developer/Second Party herein has agreed to the proposal and terms and conditions of the Land Owners/First Party for the construction of a G+4 storied new building at its own costs and responsibilities by demolishing the existing old structure thereon at the premises No.1/528, Gariahat Road, commonly known as 528, Jodhpur Park, Post Office – Jodhpur Park, Police Station - Lake, Kolkata-700068, in which the building plan is to be sanctioned by the Kolkata Municipal Corporation on the agreed terms and conditions as hereinafter mentioned.

NOW THIS AGREEMENT WITNESSETH as follows :-

 That in this Agreement, unless otherwise agreed upon, the followings definition clause elaborately and/or categorically will mean/define as hereinafter contained:-

a) OWNER:-

The Owner shall mean and include the abovenamed Land Owners namely Mr. Dipak Basu, Mr. Debraj Basu, Mr. Prantar Choudhury and Mr. Abhijit Nag and on their demise, their heirs, successors, executors, transferees, legal representatives and/or assigns as the case may be.

b) DEVELOPER:-

The Developer shall mean and include the abovenamed Developer, namely, SEN & SEN INFRAPROJECTS PRIVATE LIMITED and/or any Company to be formed and/or nominated by the aforesaid Developer in future.

c) THE SAID PROPERTY:-

The Said Property shall mean and include the Property described in Schedule "A" hereunder written i.e. **ALL THAT** the piece and parcel of bastu land measuring 05(Five) Kathas 01(One) Chittak 15(Fifteen) Square Feet more or less TOGETHER WITH a three storied cemented brick-built building admeasuring more or less 4600 sq. ft. standing thereupon along with all rights of easements, privileges, amenities, appurtenances attached thereto at premises no. 1/528, Gariahat Road, commonly known as 528, Jodhpur Park, Post Office – Jodhpur Park, Kolkata



700068, under Police Station – Lake, (Old – Tollygunge) within Kolkata
 Municipal Corporation, under Ward No. 093, under jurisdiction of the office
 of the A.D.S.R – Alipore, District – South 24 Parganas.

d) NEW BUILDING:-

New Building shall mean and include the G+4 storied building to be constructed upon the TOTAL LAND UNDER PROJECT described in Schedule "A" written hereunder by the Developer in accordance with the Building Plan or Plans to be sanctioned by the Kolkata Municipal Corporation for Commercial cum Residential purposes and also additional areas/portions over and above the 4th Floor(On 5th Floor) of the said G+4 storied New Building if such entire additional areas/portions over and above the 4th Floor(On 5th Floor) will be sanctioned by the competent authority.

c) THE ENGINEER/ARCHITECT:-

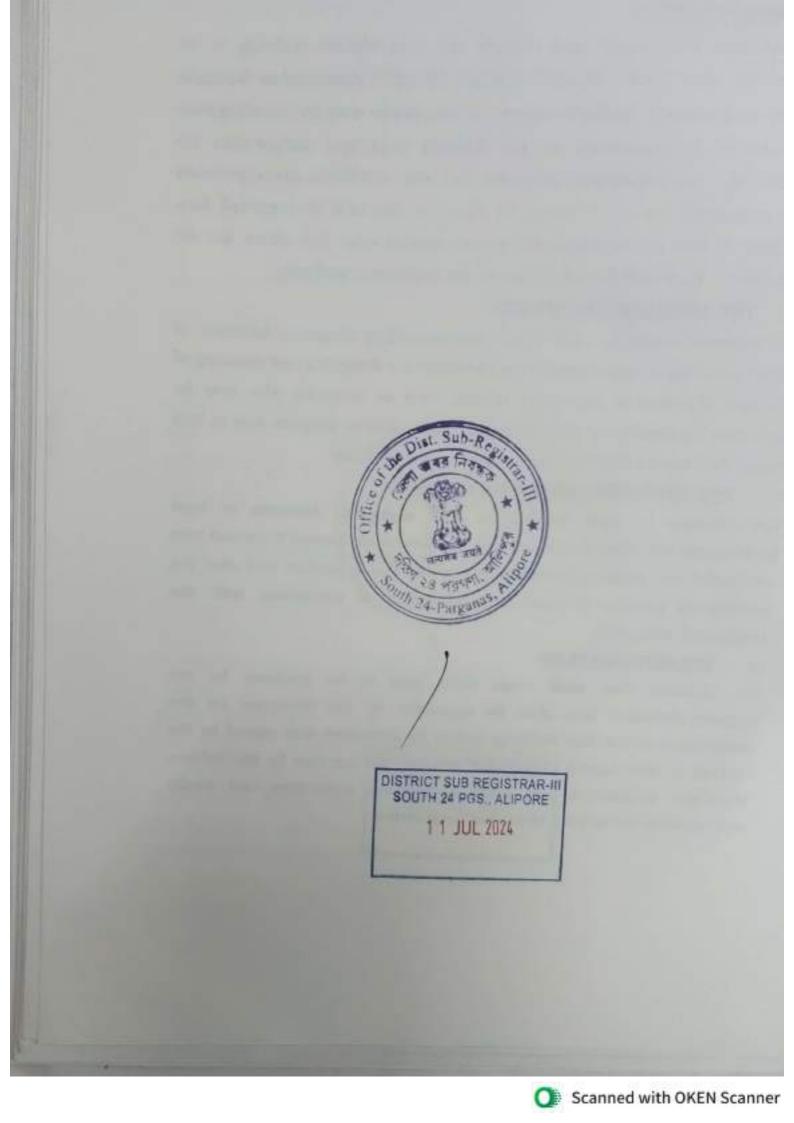
The Engineer/Architect shall mean the consulting Engineer/Architect of repute who may be appointed by the Developer for designing and planning of the New Building or any other person, firm or company who may be appointed hereinafter by the Developer for the similar purpose and in this regard the Owners shall have no liability or responsibility.

1) THE ADVOCATE/LEGAL PROFESSIONAL: -

The Advocate or legal professional shall mean the Advocate or legal professional who shall be appointed by the Developer/Second Party and who conducted the entire registration process of this indenture and also the registration process of Deed of Conveyance in connection with the Developers' Allocation.

g) THE BUILDING PLAN:-

The Building Plan shall mean such plan to be prepared by the Engineer/Architect who shall be appointed by the Developer for the construction of the New Building and to be submitted duly signed by the Owners or their Lawful Constituted Attorney for sanction by the Kolkata Municipal Corporation and other appropriate authorities and finally sanctioned by the Kolkata Municipal Corporation.



h) COMMON PARTS OR PORTIONS:-

Common Parts and Portions are such common areas as fully and particularly described in the SCHEDULE "D" hereunder written.

SALEABLE SPACE:-

Saleable space shall mean the space in the New Building available for independent use and occupation under the area of Developer's Allocation other than space allocable to the Land Owners as Owner's Allocation herein along with the proportionate share of land underneath and right to use and enjoy of the common areas, parts/portions, common facilities and common amenities provided in the New Building.

OWNER'S ALLOCATION:-

Owner's Allocation shall mean the space allocable to the Owners in the New Building to the extent as fully and particularly described in the SCHEDULE "B" hereunder written and such monetary compensation/consideration in the manner as fully and particularly described in the SCHEDULE "G" hereunder written.

k) DEVELOPER'S ALLOCATION:-

Developer's Allocation shall mean the space allocable to the Developer in the remaining portion of the New Building as described in the SCHEDULE "C" hereunder written save and except Owner's Allocation described in the SCHEDULE "B" hereunder written.

POSSESSION & ALTERNATE ACCOMMODATION:-

- i) The Land Owners/First Party herein shall deliver and/or handover the vacant possession of the said property to the Developer/Second Party within 07 (Seven) days from the date of receipt of sanctioned building plan from the Kolkata Municipal Corporation to enable him/them to undertake the work of construction of the New Building according to the sanctioned building plan by demolishing the existing buildings/structures thereon and time in this regard shall be the essence of the contract.
- ii) It has been agreed by and between the parties hereto that an alternative accommodation at Jodhpur Park or nearby Jodhpur Park will be taken by the Developer in his own name on rent to accommodate the Land Owner Nos. 1 and 2; in this regard the said Land Owners shall have no



financial liability or Responsibility.

m) ROOF OF THE NEW BUILDING:- The roof of the new building will be common to all, in as much as all the residents of the new building will have common user of the roof. All the Land Owners and the Flat Owners will have liberty to install satellite antenna/dish antenna/internet booster devices in the Roof of the new building. The Owner No.3 will have liberty to install Satellite Receiver/Dish/Antenna in the Roof of the new building in respect of his tenant to be inducted in the Ground Floor as per Owner's Allocation, if required by the tenant.

n) COMMENCEMENT & VALIDITY:-

This Agreement shall be deemed to have commenced from the date of signing of these presents and remain valid till the said New Building is completed and also till the Developer's Allocation will be completely transferred/disposed of.

The entire project of the proposed G+4 storied building at the SAID PROPERTY will be completed in all respects within 24 (Twenty Four) months from the date of Sanction of Plan and/or from the date of handing over the peaceful vacant physical possession of the Said Property in favour of the Developer by the Land Owners, whichever is later. It is mutually agreed by the parties that the said 24 (Twenty Four) months time will be extended, if required, for another 06 (Six) months to complete the entire project of the proposed G+4 storied building at the SAID PROPERTY in all respect. It is mentioned here that the said maximum time limit of 30 (Thirty) months may be extended for an indefinite period, if the project may be stopped due to any occurrence of Force Majeure as defined below and any legal disputes, if arises in connection with the said property concerning or involving the Land Owners as well as due to any untoward act done by the Land Owners/First Party and/or heirs of the Land Owners/First Party.

However, in the event the Developer causes additional construction in the said premises in addition to the G+4 storied building as proposed by him/them, then such additional construction shall be shared by the parties in the ratio 75%: 25%, in as much as, 75% of such additional construction shall belong to the Developer, while 25% of such additional construction or



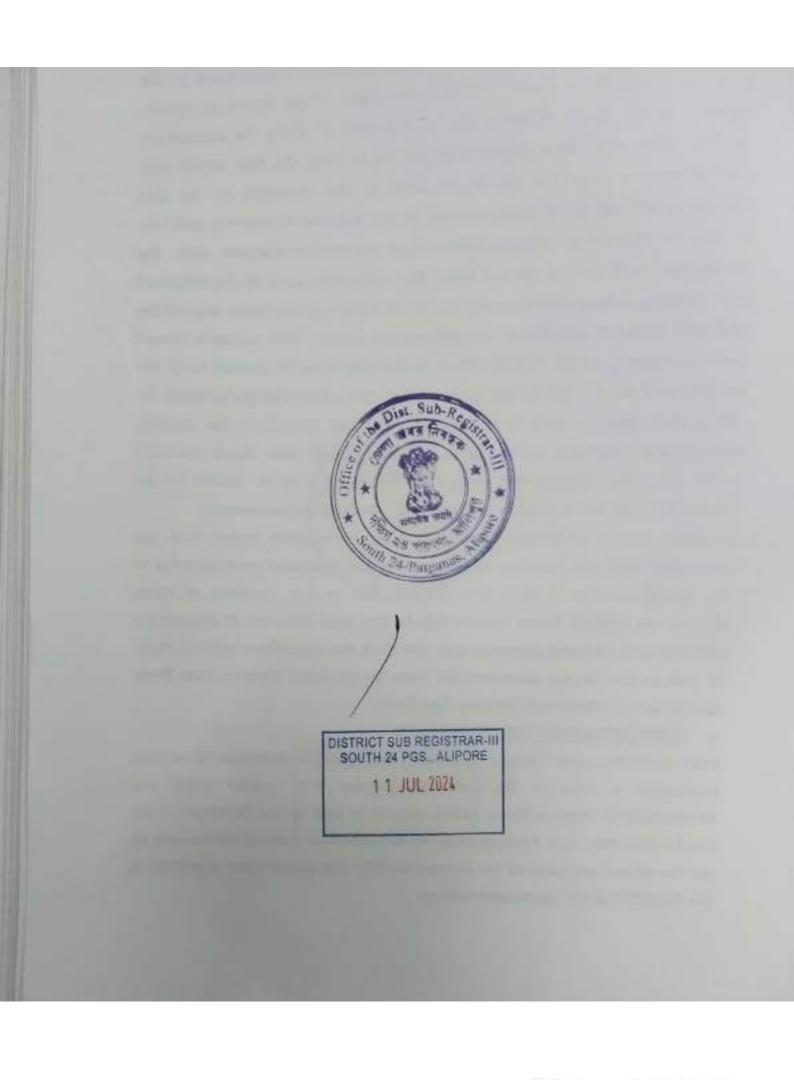
its monetary value thereof as per the then prevailing market rate shall be given/made over by the Developer to the Land Owners herein.

It is also agreed between the parties hereto that the 1st Floor of the said G+4 storied building will be used for commercial purposes, if sanctioned by the competent authority and also with the sole choice of the Developer herein. However, in the event of such user of the said 1st Floor for commercial purpose, there shall be a separate entry/exit to/from the said commercial unit/portion so that the privacy/security of the residents of the said building is not disturbed/compromised in any manner whatsoever and also to ensure that the visitors/people/staff involved/connected with the commercial unit/portion do not enter the residential area of the proposed new building. It is pertinent to say here that if there is any delay beyond the aforesaid 30(thirty) months in completing the project, then mutually agreed compensation @ of Rs.75,000/-(Rupees Seventy Five Thousand) Only per month shall be payable by the Developer to the Owners proportionately for the period upto the next 6 months of delay and thereafter, the monthly compensation amount, as has been mutually agreed, shall stand increased to Rs. 1,50,000/-(Rupees One Lakh Fifty Thousand) Only per month for the next 6(six) months of delay to be paid to the Owners proportionately.

Provided that it is further agreed between the parties herein that the Developer shall not has any liability to pay the aforesaid compensation to the Owners herein if such delay occurs due to any incidents of Force Majeure as defined below and/or due to any legal disputes in connection with the said property concerning or involving the Land Owners/First Party as well as due to any untoward act done by the Land Owners/First Party and/or heirs of the Land Owners/First Party.

o) CONSIDERATION/COMPENSATION:-

That apart from the Owners' Allocation, mentioned in Schedule "B" written hereunder a sum of Rs.50,00,000/-(Rupees Fifty Lakhs only) and Rs.30,00,000/-(Rupees Thirty Lakhs only) to be paid by the Developer to the Land Owner No.3 and 4 respectively on account of the instant instrument by portion or part payment in the manner as fully and particularly described in the SCHEDULE "G" hereunder written.



p) FORCE MAJEURE:-

Force Majeure shall mean and include any pandemic, flood, earthquake, riot, civil commotion, war, storm, tempest, strike and/or any other acts beyond the control of the parties hereto.

Then the parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations is prevented by the existence of Force Majeure and such obligations shall be considered to be suspended during the duration of such Force Majeure.

q) NOTICE:-

Any notice, demand, communication or other request to be given or made to any party pursuant to this Agreement must be in writing and shall be deemed to be duly served upon the party as of:-

- i) the fourth (4th) business day following the date sent, if sent by registered or certified mail or Speed post, return receipt requested, postage prepaid;
- ii) the date of sending the mail and confirmation of delivery if any, if sent by electronic mail, \mathcal{C}_{k_0}
- iii) the date of delivered, if delivered personally to the intended recipient.

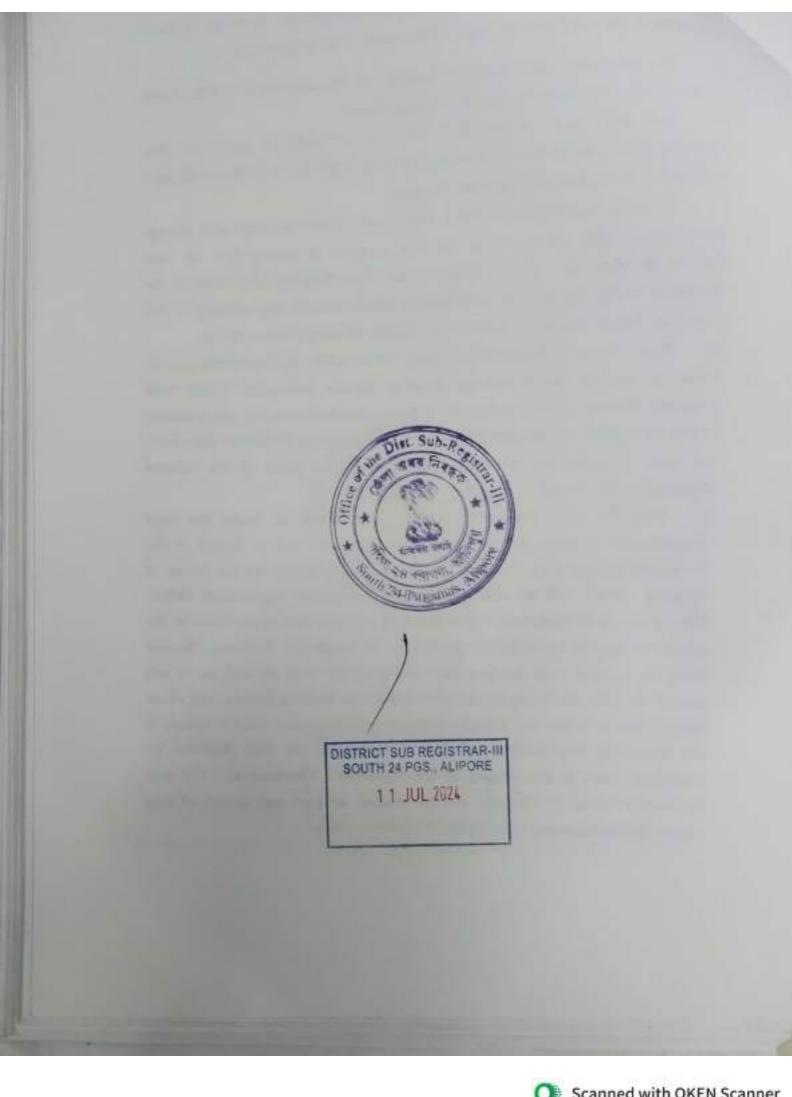
r) ARBITRATION CLAUSE:-

That in case of violation of all or any of the terms and conditions of this Agreement by either party or any dispute/s concerning these presents and/or with regard to interpretation of any of the provision of this Agreement, the party aggrieved will be at liberty to seek redressal of their grievances before the Sole Arbitrator. The Land Owners/First Party and the Developer/Second Party shall mutually appoint the Sole Arbitrator to decide the disputes, that may arise between the parties. If the parties are unable to attain a consensus regarding appointment of Sole Arbitrator, the party aggrieved shall have the liberty to seek appropriate redressal before the appropriate court. Such proceedings shall be exercised and/or conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended upto date. The seat of such Arbitration and/or any connected legal proceedings shall be at Kolkata in exclusion of any other court elsewhere in



West Bengal.

- That this Agreement for Development shall be deemed to have commenced on and from the date of execution of these presents.
- That the rights, duties and obligations of the Land Owners/First Party as agreed between both the parties are as follows:-
- i) That the Land Owners/First Party are entitled to enter into this Agreement with the Developer/Second Party and for that they have full right and authority to sign and execute the same.
- ii) That the Land Owners/First Party doth hereby appoint and engage the Second Party as Developer for the purpose of raising G+4 i.e. Five Storied Building with LIFT facilities at the Said Property described in the Schedule 'A' hereunder ON OWNERHIP BASIS strictly inconformity of the Building Plan to be sanctioned by the Kolkata Municipal Corporation.
- iii) That the Land Owners/First Party will be under the legal obligation to handover and/or deliver up the peaceful vacant possession of the Said Property described in the Schedule 'A' hereunder written unto and in favour of the Developer/the Second Party immediately within 07(Seven) days from the date of intimation of sanctioned building plan given by the Kolkata Municipal Corporation.
- iv) That the Land Owners/First Party will further be under the legal obligation to delegate powers and authorities unto and in favour of the Developer/Second Party by way of executing and registering the Power of Attorney, which will be registered at the concerned Registration Office, Alipore, South 24 Parganas, simultaneously with the date of execution of the instant registered Development Agreement to enable the Developer/Second Party to proceed with the proposed construction work as well as to sell and/or transfer the newly constructed Flats, Car Parking Spaces, any other spaces, Office, Shops etc. out of the Developer's Allocation only in favour of the intending Purchaser(s) by way of Agreement for Sale followed by Registered Development Agreement.



- v) That the Land Owners/First Party will further undertake that after demise of any of the Land Owners, the surviving legal heirs/successors under the legal obligations to delegate powers and authorities unto and in favour of the Developer/Second Party by way of executing and registering the Power of Attorney, which will be registered at the concerned Registration Office, Alipore, South 24 Parganas or Registrar of Assurances Kolkata on future occasions if required to enable the Developer/Second Party to proceed with the construction work of said G+4 storied building as well as to sell out and/or transfer the newly constructed Flats, Car Parking Spaces, any other spaces, Office, Shops etc. out of the Developer's Allocation only in favour of the intending Purchaser(s) by way of Agreement for Sale followed by the Registered Development Agreement.
- vi) That the Land Owners/First Party has not agreed, committed or entered into any Agreement or Lease of the Said Property or any part thereof with any person or persons other than the Developer/Second Party and the Land Owners/First Party has not oreated any charge, mortgage or other encumbrances upon the Said Property in any manner whatsoever.
- vii) That the Land Owners/First Party declares and affirms that the Said Property is free from all encumbrances, charges, liens, lispendens, attachment, trusts whatsoever or howsoever.
- viii) That the Land Owners/First Party declares and affirms that no notice of acquisition from the Government or any Local Body or Authority including Kolkata Improvement Trust (K.I.T.) has been received by and/or served upon the Land Owners/First Party in connection with the Said Property.
- Property are not subject to any lien to the Bank and/or subject to any notice of attachment under Public Demand Recovery Act, Urban Land Ceiling Act, or under any other Act or under any Court's order and/or are not subject matter of requisition or acquisition by the Government.
- x) That the Land Owners/First Party hereby agrees and undertakes to remove the disputes as aforesaid, if any, arises regarding the title of the Said



Property at their own cost and responsibility and if required, shall execute further deeds/documents to establish their title in the Said Property and the Developer/Second Party will has no responsibility for the same and the Developer/Second Party will be compensated as per law by the Land Owners/First Party.

tile that the Land Owners/First Party will hand over all original title documents relating to the Said Property like Mother Deed, Purchase Deed, Patta Deed, Chain Deed, Gift Deed, Will, Probate Order, etc if any, R.S. Record of Rights (Porcha), Khazna Receipts, Corporation Tax Receipt (Upto Date), Mutation Certificate, Mutation Assessment Roll, Original Death Certificates of all the erstwhile Owners of the said Property, etc. to the Developer/Second Party on the date of execution of this Agreement for sanctioning of building plan and any other acts thereof, on proper receipt duly acknowledged and signed by the Developer/Second Party.

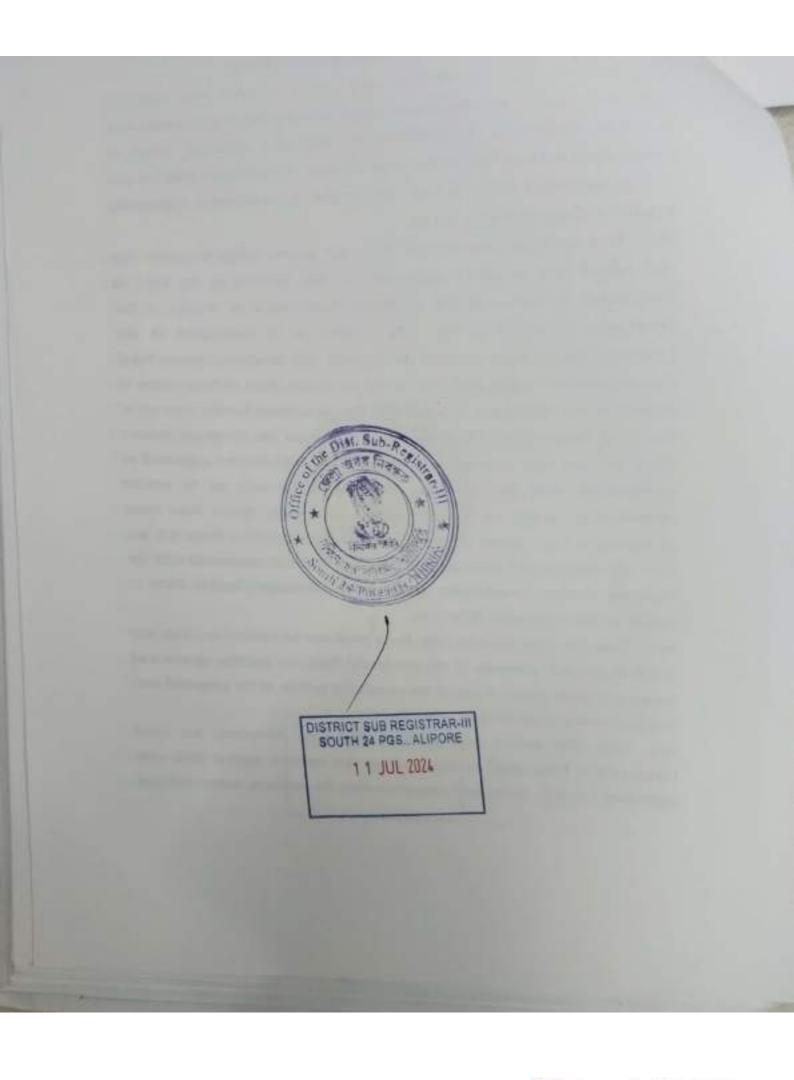
Provided that the aforesaid all original title documents relating to the Said Property will return back by the Developer/Second Party to the Owners/First Party when it will be demanded by the Owners/First Party for some specific reasons, but said all original title documents relating to the Said Property further be handed over to the Developer/Second Party by the Land Owners/First Party after completion of the necessity of such specific reason and the nature of such specific reason will be explained by the Land Owners/First Party at the time of returning back the aforesaid all original documents relating to the Said Property to the Developer/Second Party.

- xii) That the Land Owners/First Party simultaneously with handing over all title documents of the Said Property in original, shall also sign the necessary papers as would be required by the Developer/Second Party for separate arrangement of electricity and water and other related matters for the purpose of development of the Said Property.
- xiii) That the Land Owners/First Party will always co-operate with the Developer to proceed with the proposed construction work properly and effectively and if the Developer/Second Party has to face any type of disturbances and/or obstructions by any injunction order from the competent court of law due to the defect in title of the Said Property or by



natural calamity and if the construction work be stopped or delayed on such grounds, in that event, the period of completion of construction as stipulated hereinabove will be extended by way of modifying the terms and conditions of the instant agreement, as stated hereinabove.

- xiv) That the Land Owners/First Party will not interfere with, interrupt, hamper or obstruct with the smooth construction work in any manner with technical engineering, architectural or structural drawings, plans or construction work so long as the same are done in accordance with law and as per sanctioned Building Plan and as per the established engineering practice and specifications/norms.
- That the Land Owners/First Party will remain legally bound to sign and execute the necessary Agreement for Sale followed by the Deed of Conveyance in favour of the intending Purchaser/s in respect of the Developer's Allocation of the said Property to be nominated by the Developer/Second Party as when so required. The Developer/Second Party also empowered to sign and execute the necessary Deed of Conveyance in respect of the Developer's Allocation as the constituted Lawful Attorney of the Land Owners/First Party and for this purpose the Developer/Second Party will have right to enter into Agreement for Sale whether registered or unregistered with the intending Purchaser/s as well as to receive consideration money as advance and/or as earnest money from them according to their agreed areas and the Land Owners/First Party will not have any demand and statutory liabilities specifically in connection with the receiving of such consideration money by the Developer/Second Party in respect of the Developer's Allocation.
- xvi) That the Land Owners/First Party shall not be entitled to claim any share in the sale proceeds of the residential flats, car parking spaces and shops and other spaces if any of the remaining portion of the proposed new building save and except their own allocation.
- xvii) That after getting possession of their Own Allocation, the Land Owners/First Party shall be liable to pay the amount against their own individual C.E.S.C. meter and proportionately for common meter and any



other misc, expenses and all others statutory taxes and charges of the newly constructed building

- xviii) That the Developer/Second Party has completely relied upon the said representations of the Land Owners/First Party and believing the same to be true and acting on the faith thereof has entered into this Agreement.
- Floor upto the Top Floor in the form of Residential Flats, Commercial Areas, Covered Car Parking Spaces, any other spaces, Shops, Offices or otherwise save and except the Owner's Allocation stated above, will belong to the Second Party/ Developer who will entitled to sell, transfer, assign the same to any Third Party at any price or consideration money in the capacity of Lawful Constituted Attorney on behalf of the Land Owners/First Party above named on the strength of Registered Power of Attorney to be executed by the Land Owners/First Party in favour of the Developer/Second Party simultaneously with the date of execution and registration of this Agreement.
- xx) That the aforesaid Registered Power of Attorney is valid as well as effective till completion of entire sale process and/or transfer procedure and others legal obligation of the Developer's and also till completion of registration of all the Deed of Conveyances in respect of the entire Flats/Apartments/portions and car parking spaces and others spaces together with the undivided proportionate share in the land underneath under Developer's Allocation mentioned in the Schedule "C" written hereunder.
- Developer/Second Party, the Land Owners/First Party herein within 30 (Thirty) Days positively shall take possession of their own allocated areas/flat(s) in the new building from the date of handover of the said notice to the Land Owners by the Developer and on taking possession, the Land Owners/First Party herein will be solely responsible to pay and bear the proportionate statutory taxes and Goods and Service Taxes if applicable and service charges and maintenance charges for the common areas and facilities in the said newly constructed building.



the statutory taxes of Kolkata Municipal Corporation and electricity bill of C.E.S.C Ltd. and other charges of any other authorities are already paid by the Land Owners/First Party and if on future occasion it is being revealed that any previous arrears of statutory taxes of the Kolkata Municipal Corporation and electricity bill of C.E.S.C Ltd. and any other charges of any other authorities were due from the Land Owners/First Party, then said dues/arrears, amount must be paid by the Land Owners/First Party solely. xxiii) That the mutation cost in connection with the Owners' Allocation solely borne by the Land Owners/First Party herein.

xxiv) That save and except the Land Owners/First Party, nobody else has any right, title and interest, claim or demand whatsoever or howsoever into or upon the Said Property.

of the Land Owners/First Party herein. If any of the Land Owners/First Party die before completion of the project and/or sell out the entire flats, car parking spaces, any other spaces etc. belonging to the Owner's Allocation, then the surviving legal heirs/successors of the Land Owners/First Party will be bound to execute and register a fresh Registered Power of Attorney in favour of the Developer/Second Party and/or in favour of his agents/representatives and the said legal heirs/successors of the Land Owners/First Party shall also be bound to act as per terms and conditions of these presents.

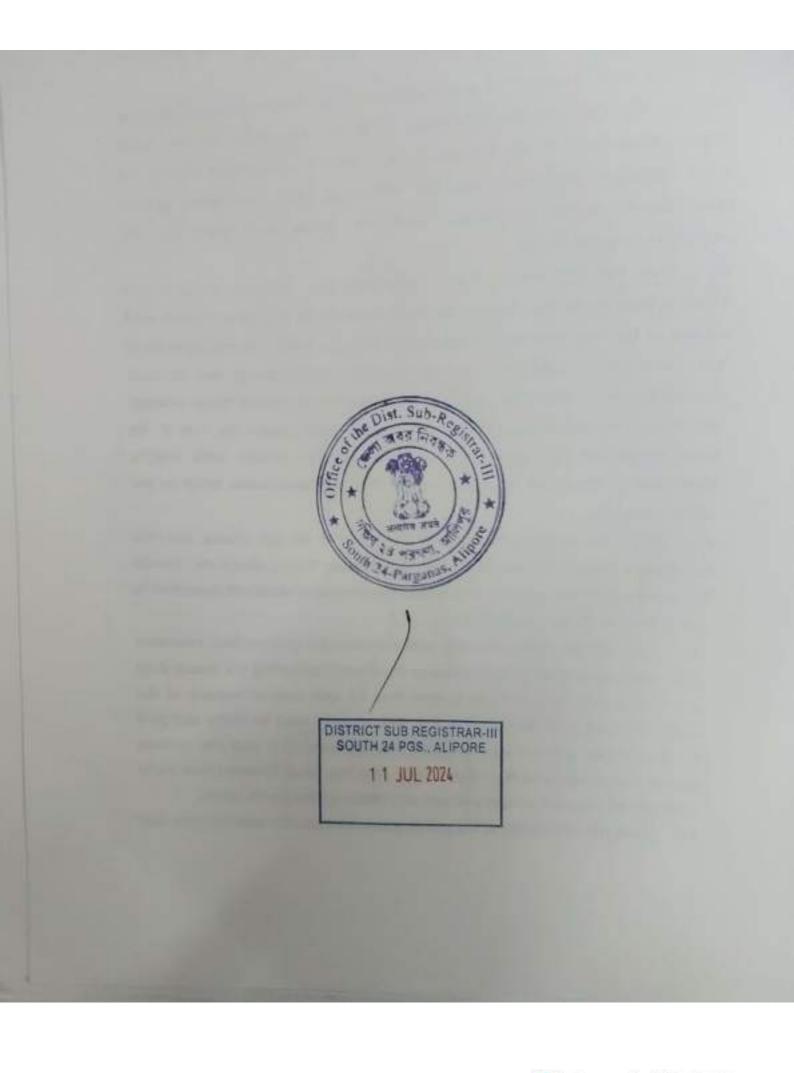
Service Taxes solely in respect of the Owners' Allocation, if and when charged/demanded by the competent authority, the Developer/Second Party shall not have any liabilities to pay or deposit such Goods and Service Taxes in respect of the Owners' Allocation.

- 4. That the rights, duties and obligations of the Developer/Second Party as agreed between both the parties are as follows:-
- i) That the Second Party in the capacity of Developer will be at liberty to construct proposed (G+4) Storied Building at the Said Property at its own cost, risk and responsibility in terms of the sanctioned Building Plan with



good and standard-quality of Building materials.

- ii) That the Developer / Second Party will register the project with the West Bengal Real Estate Regulatory Authority (WBRERA) established under the Real Estate (Regulation and Development) Act, 2016 prior to the commencement of the project work and shall strictly abide by the provisions of the said Act.
- iii) That such sanction of maps and/or plans and/or schemes shall be obtained by the Developer/Second Party in the name of the Land Owners/First Party or its own name as it deem fit and proper and all the costs, charges and expenses for obtaining such sanctions and/or permissions and/or approvals shall be borne and paid by the Developer/Second Party.
- iv) That the Developer/Second Party will have right to demolish the existing structures standing at the Said Property by engaging its men and agents at its own cost and responsibility and the Land Owners/First Party will have 'NO CLAIM' over the dismantled goods arising out of such demolition work, provided that the Developer/Second Party must arrange alternative residential accommodation for the Land Owner No. 1 & 2 for their temporary shifting at the jodhpur park or nearby area and/or elsewhere at developer'scost till the handing over possession letter to the Land Owner No. 1, 2
- v) That the Specification of Construction of all the Floors and the residential Flats, Commercial Areas, Car Parking Space, shops etc. should be constructed with good quality building materials of standard described in the Schedule "F" hereunder written.
- vi) That all the costs, charges and expenses for preparation, execution and registration of all or any deeds or documents including the stamp duty and registration fees and the Lawyer fees for sale and/or transfer of the share of Developer's Allocation in the said property shall be borne and paid by the intending buyers/purchaser's of residential flats and car parking spaces and shops and it is made clear that the Land Owners/First Party shall not be required to bear and pay any charges/fees for the same.
- vii) That the demolition of the existing structures of the said Property and



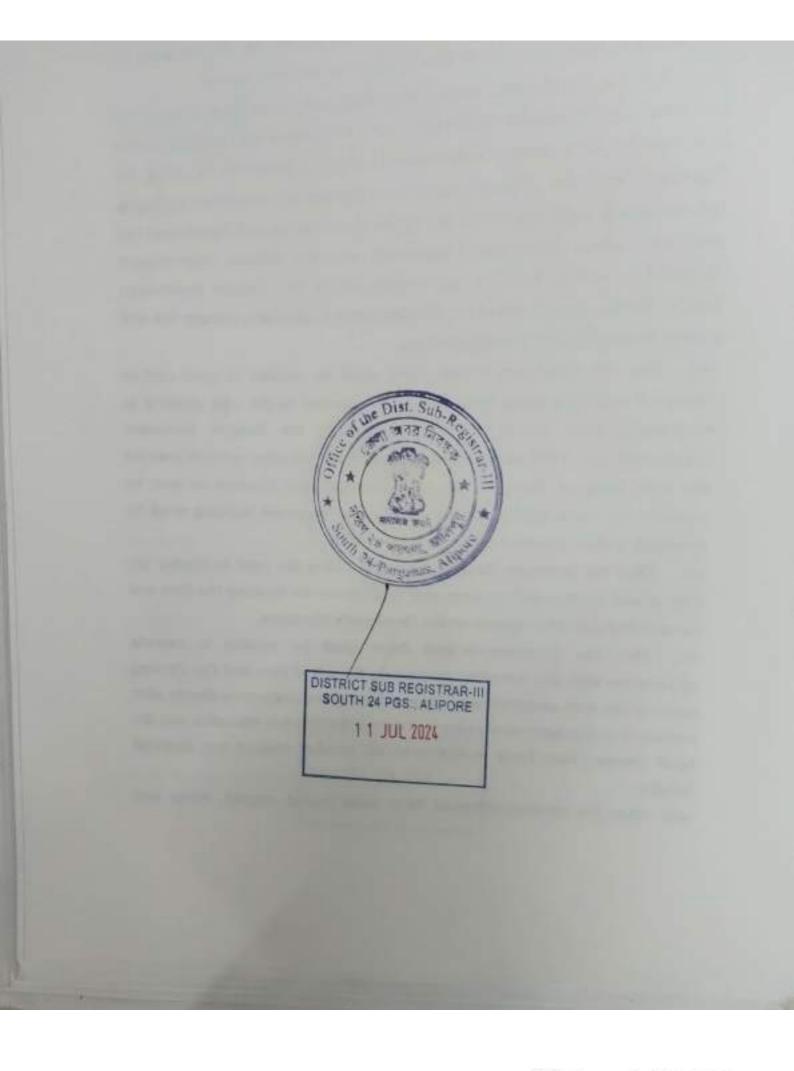
removal thereto shall be the responsibility and at the cost of the Developer/Second Party PROVIDED HOWEVER all debris, salvage and materials arising there from shall exclusively belongs to the Developer/Second Party.

- viii) That not-withstanding anything to the contrary contained in this agreement it is agreed and made clear that before the completion of the construction of the proposed building and/or the development of the said Property in the manner or as herein agreed and/or at all or any time the Developer/Second Party shall be at liberty to enter into Agreement or contracts for disposal of flats and car parking spaces and any other spaces excluding the flats and car parking spaces and shops marked/allotted for the Land Owners/First Party of the proposed new building with the intending buyers for such consideration and on such terms and conditions as the Developer/Second Party shall at its own discretion think proper which shall not in any way cause prejudice to the Land Owners/First Party and also to receive the earnest moneys and/or part payment. Nevertheless the Developer/Second Party shall not enter into any Agreement in respect of the said flats, shop and car parking spaces as provided hereinabove and allotted for the Land Owners/First Party.
- ix) That the Developer/Second Party shall havest and/or finance such sum or sums of moneys as may from time to time be required for construction of a new building in or upon the land comprised in the said property as also the costs and expenses for installing generator, transformer, electrical installations and other suggested facilities if any subject to the provisions herein after stated.
- x) That the Developer/Second Party shall exclusively be entitled to receive, realize, recover and appropriate the sale proceeds of the several residential flats and car parking spaces and any other spaces of proposed new building except the floor and other spaces to be allotted to the Owner as mentioned in schedule "B" written hereunder.
- xi) That the Developer/Second Party shall be liable to arrange separate water arrangement, sanitary system and electric points permanently inside of each and every Flat of the proposed building. The Owners herein and



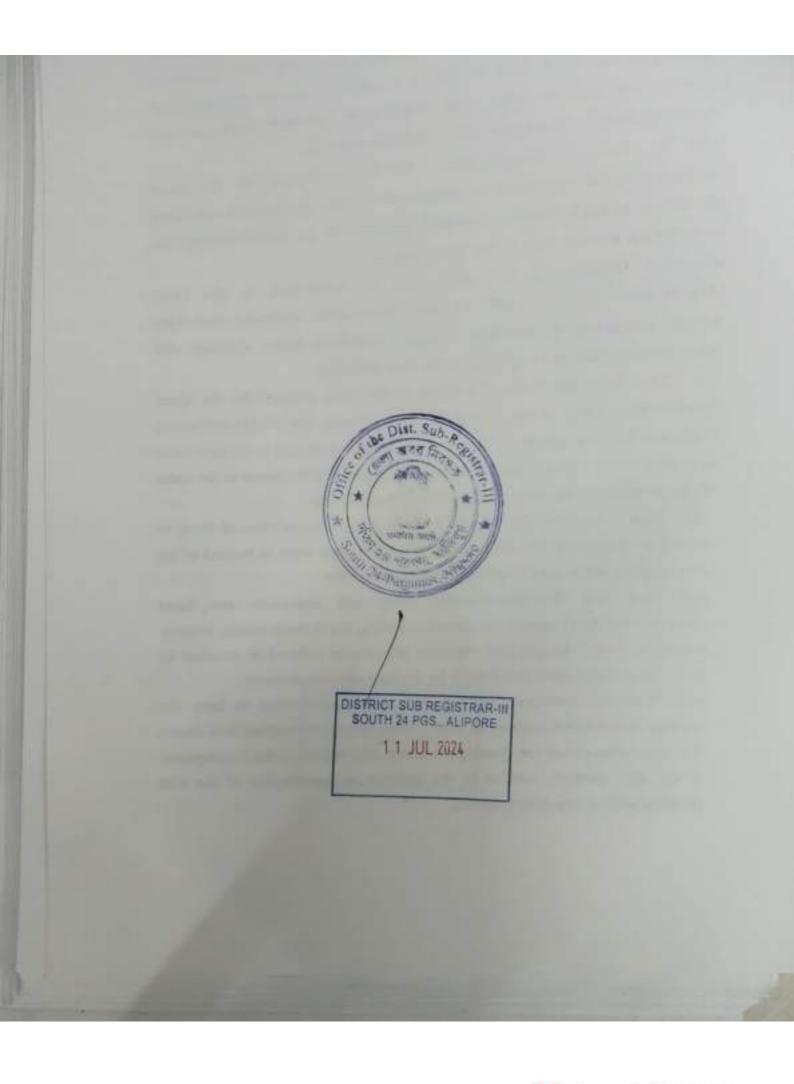
others Flat Owners will arrange separate meter from CESC Ltd at their own expenses.

- xii) That after the plan is sanctioned the Developer/Second Party shall be solely and exclusively in charge of the said Property for all purpose of development and it is agreed that the Developer shall exclusively be entitled to deal with all matters and/or affairs relating to the development on concerning or arising out of the said Property or portions thereof.
- xiii) That the Developer/Second Party shall also be entitled to apply for and obtain in the name of the Owners or in the name of the Developer as the case may be all necessary permissions/sanctions/approvals including 'No Objection Certificate' from all and/or any appropriate authorities including the competent authority under the Urban land (Ceiling and Regulation) Act and the Kolkata Municipal Corporation and the Kolkata Improvement Trust(K.I.T.) and/or K.M.D.A. authorities and/or Fire Brigade department and/or Traffic Department of the Kolkata Police Authorities, Income Tax and others Tax and Revenue authorities etc.
- xiv) That the Developer/Second Party shall be entitled to erect and/or construct a new building upon the land comprised in the said property in accordance with and/or in compliance with the Kolkata Municipal Corporation Act, 1980 as amended up to date and all other relevant laws for the time being in force. All the costs, charges and finances as may be required for constructing and/or erecting the proposed building shall be arranged and/or financed by the Developer itself.
- xv) That the Developer/Second Party shall have the right to display the Sign Board on the said Property and to advertise for booking the flats and car parking and other spaces on the Developer's allocation.
- xvi) That the Developer/Second Party shall be entitled to execute agreements with the intending purchasers for sell of flats and Car Parking space along with proportionate share of land underneath immediately after execution of this agreement, save and except the Owner's Allocation and the Land Owners/First Party hereby gives his consent without any financial liability.
- xvii) That the Developer/Second Party shall engage, employ, retain and

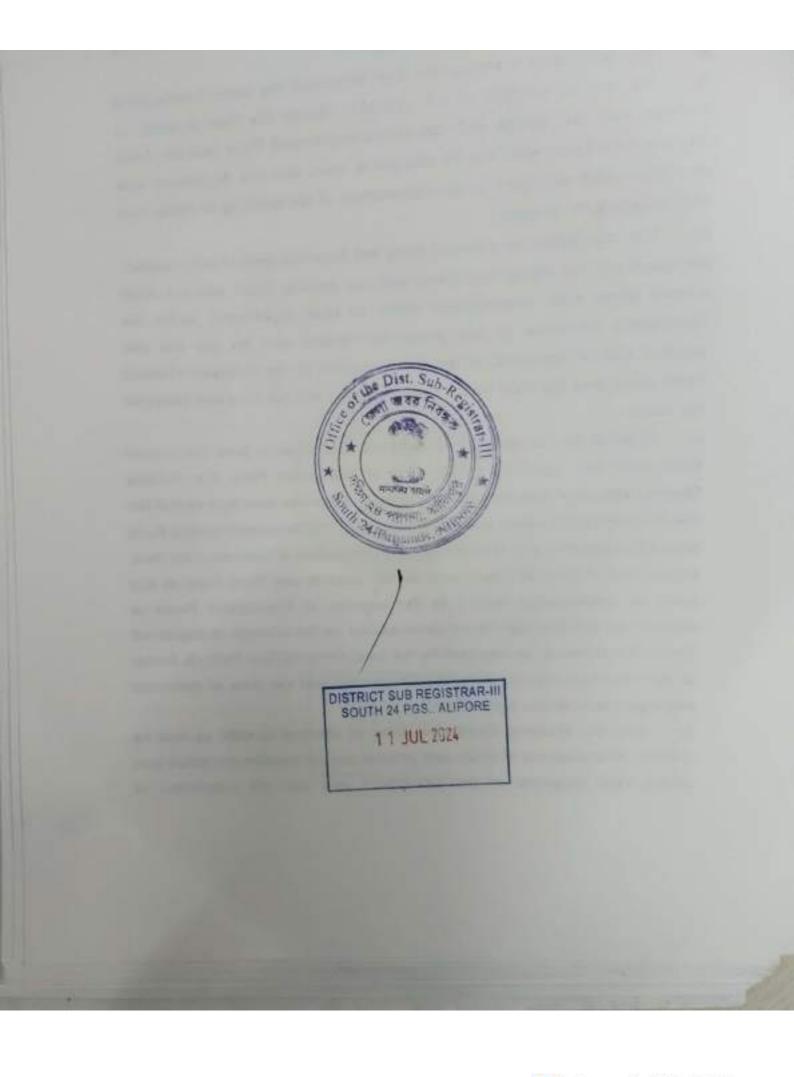


appoint such licensed building architects approved by the Kolkata Municipal Corporation and such Engineer, Lawyer, Developers, Mason and other employees and/or staff or Durwans as may from time to time be necessary on such terms and conditions as the Developer shall in their own discretion think proper. The fees, remuneration, salaries, wages and other charges or expenses payable to all such Architects, Engineers, Lawyers and other staff or employees shall be borne and paid by the Developer solely and the Owners shall have no responsibility whatsoever thereof.

- xviii) The Developer/Second Party will be authorized by the Land Owners/First Party to apply for and obtain quotas, entitlements and other allocations of such building materials allocable to the Land Owners/First Party for the construction of the New Building.
- xix) The Developer/Second Party will be authorized by the Land Owners/First Party to apply for and obtain such necessary temporary and/or permanent connections of water, electricity, house drainage and other utilities/facilities required for the New Building.
- Owners/First Party to the Developer/Second Party, the Developer/Second Party will be responsible for the payment of all municipal rates and taxes and other outgoings as may be assessed or imposed with regard to the same till possession of the Owner's Allocation is handed over.
- xxi) That it shall be the responsibility of the Developer/Second Party to defend all actions, suits and proceedings, which may arise in respect of the development of the said Property and portion thereof.
- xxii) That the Developer/Second Party will indemnify the Land Owners/First Party against all claims including Third Party claims, actions, demands, costs, charges and expenses whatsoever suffered or incurred by them consequent upon any default by the Developer on demand.
- Owners indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the Development of the said property and/or in the manner of construction of the said building and/or any defect therein.



- exiv) That the Developer/Second Party is undertake to hand over a photocopy of Completion Certificate of the newly constructed building to the Land Owners/First Party at the time of handing over the Owners' Allocation to the Land Owners/First Party.
- 5) That the Land Owners/First Party and the Developer/Second Party jointly covenants to each other as follows:-
- a) That since after entering into this Agreement the Land Owners/First Party will not be entitled to sell, transfer, charge the Said Property to anybody save and except with the Developer/Second Party and the Land Owners/First Party shall not be entitled to enter into any Agreement with any other party as regard to the construction of the building in connection with Schedule "A" Property.
- b) That the Developer /Second Party will have full right to sell, transfer, mortgage, etc. the Flats/Apartments and Car parking Space and any other spaces along with proportionate share of land underneath under the Developer's Allocation to any prospective buyers and for this the sale proceed will be deposited in the Bank Account of the Developer/Second Party solely and the First Party/ Owners herein will not have any claim for the same.
- c) That all the Constructed Areas at the Said Property from the Ground Floor upto the Top Floor in the form of Residential Flats, Car Parking Spaces, any other spaces, Shops, Offices or otherwise save and except the Owner's Allocation stated above, will belong to the Developer/Second Party who will entitled to sell, transfer, assign, registration of Agreement for Sale, registration of Deed of Conveyance for the same to any Third Party at any price or consideration money in the capacity of Constituted Power of Attorney on behalf of the Owner above named on the strength of Registered Power of Attorney to be executed by the Land Owners/First Party in favour of the Developer/Second Party simultaneously with the date of execution and registration of this Agreement.
- d) That the aforesaid Registered Power of Attorney is valid as well as effective till completion of entire sale process and/or transfer procedure and others legal obligation of the Developer's and also till completion of



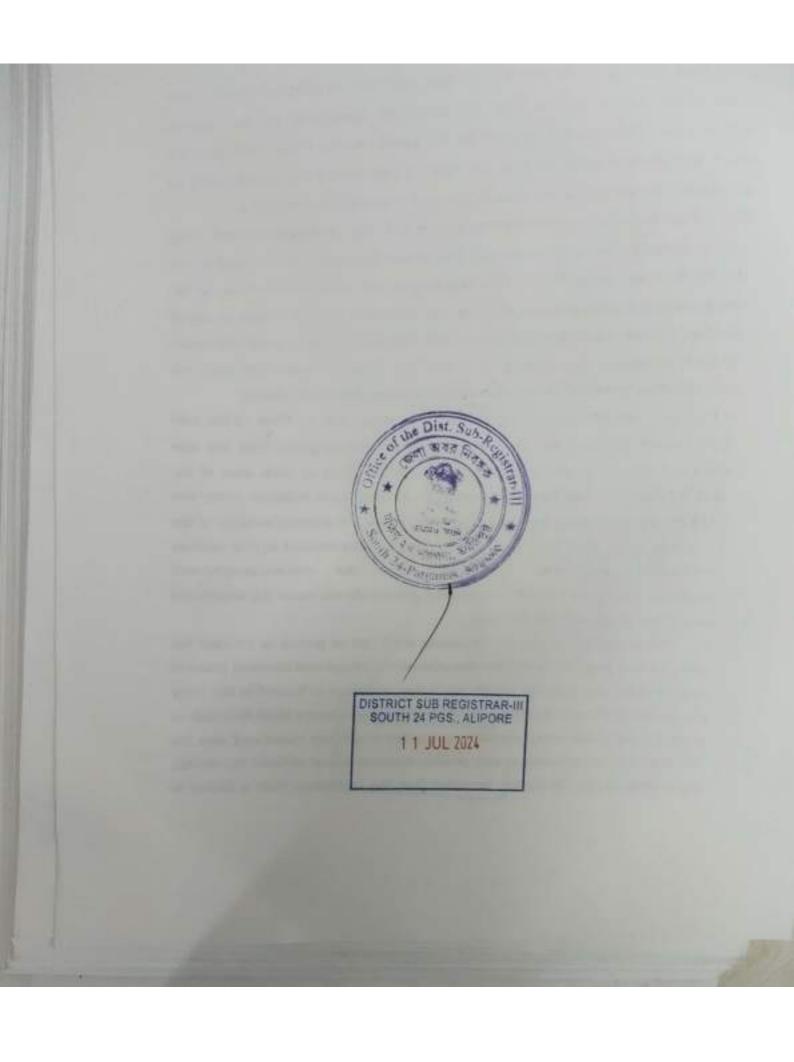
registration of all the Deed of Conveyances in respect of the entire Flats/Apartments/portions and car parking spaces and others spaces together with the undivided proportionate share in the land underneath under Developer's Allocation mentioned in the Schedule "C" written bereunder.

- Owners shall frame a Schedule for the Management and Administration of the Building and/or Common Parts thereof. The Land Owners/First Party and Developer/Second Party hereby agree to abide by the Rules and Regulations of such Management, Society, Association and Holding Organization and hereby given their consent to abide by the same. The Developer/Second Party shall confirm the specification of the building materials and fittings and mode of flooring, plastering, colourings, wirings etc. with the Land Owners/First Party in details on agreed terms.
- f) On and from the date of completion of the Building and/or from handing over possession, the Developer and/or its transferees and the Owners and/or their transferees and their successors shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes in respect of their respective areas and/or share of the constructed area according to respective share.
- g) There is no existing Agreement regarding Development or Sale of the said Property and that all other Agreements, if any, prior to this Agreement will be deemed to be cancelled and supersede by the present Registered indenture.
- h) It is further agreed by and between the Parties hereto that the right of ultimate roof over the Top Floor of the proposed building at the Said Property will be shared by and between the Owners and the Developer subject to their respective allotments as equal basis although the other Flat Buyers/Flat Owners will be at liberty to use the ultimate roof of the Top Floor of the said building to fix T.V. Antenna, to take over-head cable, telephone connections, internet connection, etc.
- i) It is agreed and made clear that the Owners and the Developer shall enter into this agreement purely on principal to principal basis and that



nothing herein stated shall be deemed or construed as a Partnership or Joint Venture business between the parties herein nor the Owners and the Developer shall in any manner constitute as association of persons. It is further made clear that the Developer shall not be liable to render any accounts to the Owners.

- j) That the Land Owners/First Party and the Developer/Second Party herein both jointly agreed that all statutory taxes and service charges and/or other charges will be paid by the Land Owners/First Party and the Developer/Second Party and/or Developer's nominces by proportionately as per respective allocation of them in the said proposed new building.
- k) That both the parties hereby agreed that the Developer/Second Party will be given a liberty to construct additional floor/portion over and above the 4th floor of the said G+4 new building as per statutory sanction of the competent authority without sharing any allocation and/or profits to any of the Land Owners and for this reason the Land Owners have given sell power of such additional floor/portion over and above the 4th floor of the said G+4 new building by virtue of the aforesaid Registered Power of Attorney.
- I) It is also agreed between the parties herein that the 1st Floor of the said G+4 storied building will be used for commercial purposes with the sole choice of the Developer herein. However, in the event of such user of the said 1st Floor for commercial purpose, there shall be a separate entry/exit to/from the said commercial unit/portion so that the privacy/security of the residents of the said building is not disturbed/compromised in any manner whatsoever and also to ensure that the visitors/people/staff involved/connected with the commercial portion do not enter the residential area of the proposed new building.
- m) No occupants in the said building shall use or permit to be used his space or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause nuisance or hazard to the other occupants of the said building. No Occupants/flats owners shall demolish or permit to demolish and/or modify in his/her respective space and also the structures of the building or any portion major or minor without the written permission of the Developer, provided that the occupants have a liberty to



make/construct any wooden/plyboard structure on internal side of their respective flats and/or occupation area.

- n) No occupants of the said building shall transfer or permit to transfer of his/her space for use of any commercial purposes without consent of the Owners and the Developer.
- 6) That the name of the Building will be decided solely by the Land Owners/First Party and the developer/ second party jointly.
- 7) That in case of violation of all or any of the foregoing clauses by the either party, the party aggrieved will be at liberty to seek redress of their grievances before the Sole Arbitrator defined in Arbitration Clause as above and if the said Arbitration proceedings will fail then both the parties will be have liberty to move before the appropriate Court of Law.
- 8) The respective Court of Jurisdiction at District South 24 Parganas shall exclusively have the jurisdiction to entertain and try all proceedings or actions by and between the parties hereto.

SCHEDULE-"A" ABOVE REFERRED TO

ALL THAT the piece or parcel of land measuring 05 (five) Kathas 01 (One) Chittak 15 (Fifteen) Square Feet more or less TOGRTHER WITH a three storied cemented building admeasuring more or less 4600 sq. ft. standing thereupon along with all rights of easements, privileges, amenities, appurtenances attached thereto at the premises no. 1/528, Gariahat Road, commonly known as 528, Jodhpur Park, Post Office – Jodhpur Park, Kolkata – 700068 under Police Station – Lake, (Old – Tollygunge) within Kolkata Municipal Corporation under Ward No. 093, under jurisdiction of the office of the A.D.S.R – Alipore, District – South 24 Parganas, which is butted and bounded on the:-

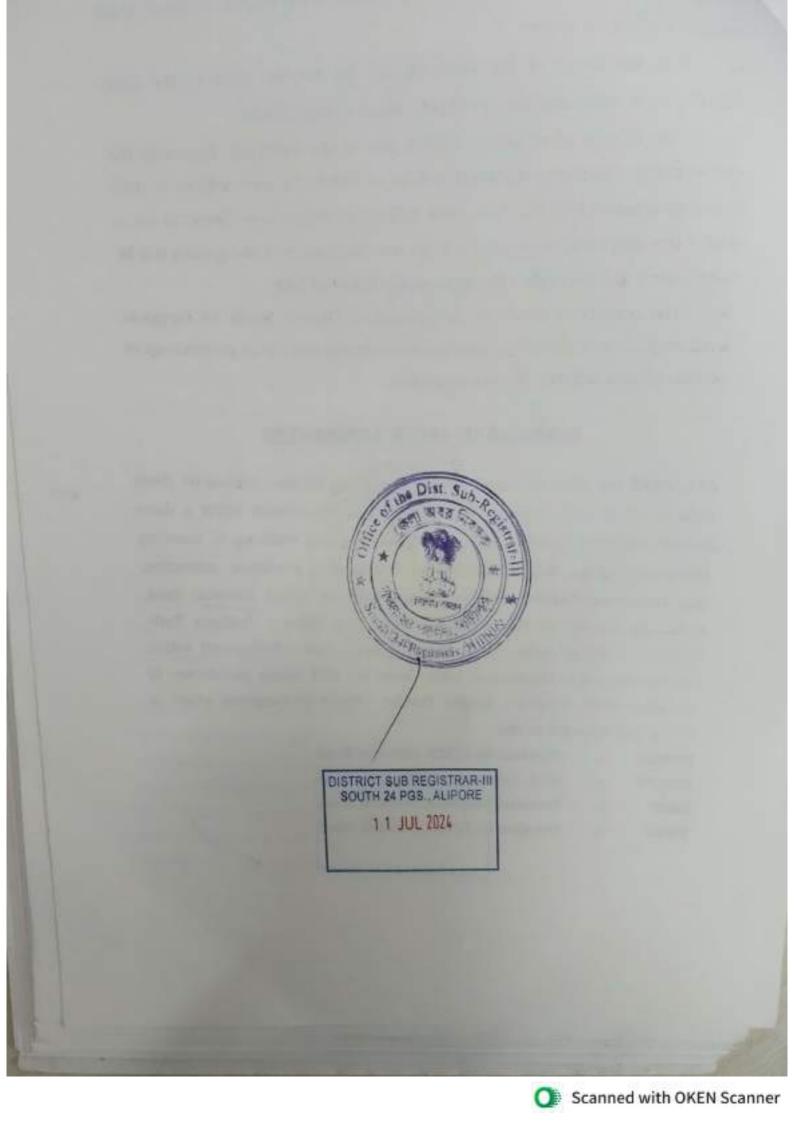
NORTH :- Premises No.1/522, Gariahat Road.

SOUTH :- 60 ft. wide K. M. C. Road.

EAST :- Premises No.1/529, Gariahat Road.

WEST :- Premises No.1/527, Gariahat Road.





SCHEDULE-"B" ABOVE REFERRED TO (OWNER'S ALLOCATION)

All that residential flat on the entire 2nd Floor area(Approx 2600 Sq Ft Super Built up area) and 02(Two) Car Parking Spaces on the Ground Floor will be allocated to the Land Owner Nos.1 and 2 jointly and one Two BHK residential flat measuring 1000 Sq. Ft. super built up area on the 3rd Floor (road facing) consisting of two bed rooms (Master Bed Room with attached bath), one drawing-cum-dining room, one separate bathroom, one kitchen and one balcony), both bath rooms and kitchen fitted with wall tiles on all sides from floor to the ceiling and 01(one) Shop Room measuring 300 sq.ft. super built up area on front side in the Ground Floor will be allocated to the Land Owner No.3 and 01(One) Car Parking Space on the Ground Floor will be allocated to the Land Owner No.4 along with the proportionate share in the land underneath only of the sanctioned F.A.R. and/or constructed area in the G+4 storied New Building at the premises no. 1/528, Gariahat Road, commonly known as 528, Jodhpur Park, Post Office - Jodhpur Park, Kolkata - 700068, under Police Station - Lake, (Old - Tollygunge) within Kolkata Municipal Corporation, under Ward No. 093, under jurisdiction of the office of the A.D.S.R - Alipore, District - South 24 Parganas.

The Owner shall have the proportionate rights in the common areas and facilities along with the proportionate share in the land underneath in the G+4 storied New Building at the said Property, which is mentioned in the Schedule "D" written hereunder.

-AND-

In addition to aforesaid floor areas the Land Owner No. 3 and the Land Owner No. 4 will get Rs.50,00,000/-(Rupees Fifty Lakhs only) and Rs.30,00,000/-(Rupees Thirty Lakhs only) respectively, which is morefully described in the Schedule "G" written hereunder.

SCHEDULE-"C" ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

All that piece and parcel of entire 1st Floor and entire 4th Floor and entire 3rd Floor excluding the Flat/Apartment measuring 1000 Sq. Ft. super built up area allocated to the Land Owner No.3 and all the Car Parking space



excluding two number of Car Parking spaces allocated to the Land Owner Nos.1 and 2 on the ground floor and also excluding 01(one) Shop Room measuring 300 sq,ft. super built up area on front side in the Ground Floor allocated to the Land Owner No.3 and also excluding 01(One) Car Parking Spaces on the Ground Floor allocated to the Land Owner Nos.4 along with entire remaining portions/areas in the ground floor and also in all the floors of such newly constructed G+4 storied building as per sanctioned floor built up areas along with the proportionate share in the land underneath only of the sanctioned F.A.R. and/or constructed area in the G+4 storied New Building at the premises no. 1/528, Gariahat Road, commonly known as 528, Jodhpur Park, Post Office – Jodhpur Park, Kolkata – 700068, under Police Station – Lake, (Old – Tollygunge) within Kolkata Municipal Corporation, under Ward No. 093, under jurisdiction of the office of the A.D.S.R – Alipore, District – South 24 Parganas are the sole and exclusive allocation of the Developers' herein.

In addition to the aforesaid areas the Developer/Second Party will also be allocated exclusively for the entire additional areas/portions over and above the 4th Floor(On 5th Floor) of the said G+4 storied New Building if such entire additional areas/portions over and above the 4th Floor(On 5th Floor) will be sanctioned by the competent authority.

The Developer shall have the proportionate rights in the common areas and facilities along with the proportionate share in the land underneath in the G+4 storied New Building at the said Property, which is mentioned in the Schedule "D" written hereunder.

SCHEDULE-"D" ABOVE REFERRED TO

(Common parts, portions, areas, facilities, land etc.)

- The foundation columns, beams, supports, corridors, lobbies, stairs, stairways, landings, ultimate roof, entrance, exit and pathways.
- Drains and sewerage from the premises to Municipal duct.
- Water sewerage and drainage connection pipes from the units to drains and sewers common to the premises.
- 4. Boundary Walls of the premises.
- Staircase landings and lift landings on all floors.



- Lift, Lift well and Lift landings on all floors.
- 7. Guard room/pump room and common toilet on the ground floor.
- Common passages on the ground floor excluding Car Parking Spaces and Shop Room, other Rooms and attached toilets.
- Water Pump, underground water reservoir, overhead water tank, water pipes and other common plumbing installations.
- Electrical wiring meters, Electrical Room, Generators and Electrical fittings (excluding those as are installed for any particular unit).

SCHEDULE-"E" ABOVE REFERRED TO

(Common Expenses)

- 1. All costs for maintaining, repairing, decorating etc. of the main structure and in particular the road gutters and drains, water pipes, electric wires in and under or upon the building and enjoyed or used by the Owner and Developer and/or Developer's nominees in common with other occupiers of the other units/car parking spaces and the main staircase entrance, passages, landing and the Building and the boundary walls and compounds etc.
- The cost of cleaning and lighting the passages landings, stair case and other common parts of the Building as enjoyed or used by the Owner and Developer and/or Developer's nominees in common as aforesaid.
- The cost of decorating the exterior of the said G+4 storied new Building.
- The cost of salaries of clerks, Durwans, Sweepers, Lilftmen and other staffs and employees.
- The cost of working and maintenance of lift, generator, water pumps, electrical installation and other lights and service charges.
- Insurance premium if any for insuring the building against earthquake, fire, lightning, mob violence, damage, civil commotion.
- Municipal Taxes, multi stories building taxes, other outgoing, save and except those separately assessed on the respective flats/units.
- 8. Sinking fund if any and such other expenses as are necessary or incidental for the maintenance and upkeep of the building as may be



determined by the Flat owners Association.

- Monthly Electricity Charges of 440 V CESC Common Meter will be paid by the Owner herein and the Developer and/or Developer's nominees as equal basis.
- All other costs, deposits and expenses save and except those exempted under these presents.

SCHEDULE-"F" ABOVE REFERRED TO

(SPECIFICATION OF CONSTRUCTION FLOORS/FLATS/EVERY UNITS AND PORTIONS EXCLUDING THE SCHEDULE "D" ABOVE)

1. FOUNDATION/STRUCTURE:-

Structure will be of R.C.C. frame with Indian standard materials as per plan prepared by the Architect of the Developer with the approval & sanctioned from Kolkata Municipal Corporation.

2. WALLS:-

All walls 200 mm thick and inner wall 150 & 75 mm thick brick wall with sand and cement mortar.

INTERNAL FINISH:

Sand cement plaster to walls with plaster of paris.

4 EXTERNAL FINISH:-

Sand cement plaster to all external/outer walls along with 2 (Two) coats of weather sheild paint over it.

5. FLOORING:-

All flooring areas will be of vitrified tiles finish. Stairs, staircase and landing areas of the building will be finished with marble/vitrified tiles, vitrified tiles flooring to toilets, vitrified tiles flooring at Kitchen.

6. SKIRTING:-

Same as above upto height of 4".

7. DOORS:-

- A) Frame: Shal Wood or equivalent Wood.
- B) Door Shutter: 32 mm thick Flush shutter Door. Main Door will be 35 mm Panel C. P. Teak Door.



C) water proof flush doors in toilets.

8. WINDOWS:

All windows of Aluminium shall be provided with M.S. Grill fabricated from 12 mm X 5 mm flats and provided with paint.

9. KITCHEN:-

Kitchen will have cooking platform with Black granite topping and glazed tiles dado up to a height of 750 mm in cooking areas and vitrified tiles flooring.

10. BATH-CUM-PRIVY:-

Vitrified tiles flooring and 1500 mm height of the wall will be covered by glazed tiles.

11. PLUMBERING:-

- Toilet will have a down P-Trap commode completes with low down cistern one top.
- Kitchen will have one sink and one bid cock.
- c) One wash basin.

12. PIPE LINES:-

All pipe lines will be concealed internally wiring with PVC pipe.

13. WATER SUPPLY:-

Water supply by overhead water reservoir.

14. ELECTRICAL:-

All electrical wiring will be concealed and following points will be provided in each flat:-

a)	Bed Room	4	1 Fan point, 1 AC point, 2 light points, 1 no. 5 Amp. plug point in each room.
b)	Living/Hall Room	\$	2 Fan points, 1 AC point, 2 light points, 2 no. 5 Amp. plug points, 1 T.V. outlet, 1 Telephone point, 1 intercom point, 1 freeze point.
c)	Kitchen		I light point, 1 no. 5 Amp. plug point, 1



			no. 15 Amp. plug point, 1 no. 5 Amp. plug point only for Aqua-guard, 1 Exhaust Fan Point.
D	Toilet		1 light point, 1 Exhaust Fan Point, 1 Geiser Point.
E	Verandah	10	1 light point

Light points in staircase, landings, roof, security light point and other for pump will be provided in addition as the case may be.

15. ROOF:-

On the roof there will be provided parpet walls up to 4'ft height.

16. LOBBY:-

Aesthetically designed Lobby finished with Vitrified Tiles and/or Marble/Granite.

17. LIFT:-

LASER or equivalent make Elevator will be provided.

18. POWER BACKUP:-

Generator will be installed for 800 Watt for sufficient power backup of each flat along with power back up in common area, lift, water pump, EPABX etc.

19. EPABX:-

EPABX system will be installed for communication within flat owners and Security Guard.

20. EXTRA WORK:-

Extra works will be executed by the Developer after the amount corresponding to the extra work is paid by unit/flat buyer and/or flat owner and the said amount is paid in advance. Any other additional fittings, fixtures in the said flat/unit will be charged extra as decided by the Authorized Engineer of the Developer and the cost of the same must be deposited to the Developer before the execution of such work.



SCHEDULE-"G" ABOVE REFERRED TO

(CONSIDERATION AMOUNT PAID BY THE DEVELOPER TO THE LAND OWNER NO. 3 AND 4)

The consideration money of Rs.50,00,000/- (Rupees Fifty Lakhs only) and Rs.30,00,000/- (Rupees Thirty Lakhs only) to be paid by the Second Party/Developer to the Land Owner No.3 and the Land Owner No.4 respectively on account of the instant instrument by part payment as follows:-

Part - I

Rs.30,00,000/-(Rupees Thirty Lakhs) only will be paid by the Developer/Second Party to the Land Owner No.3 at the time of execution of this agreement.

Part - II

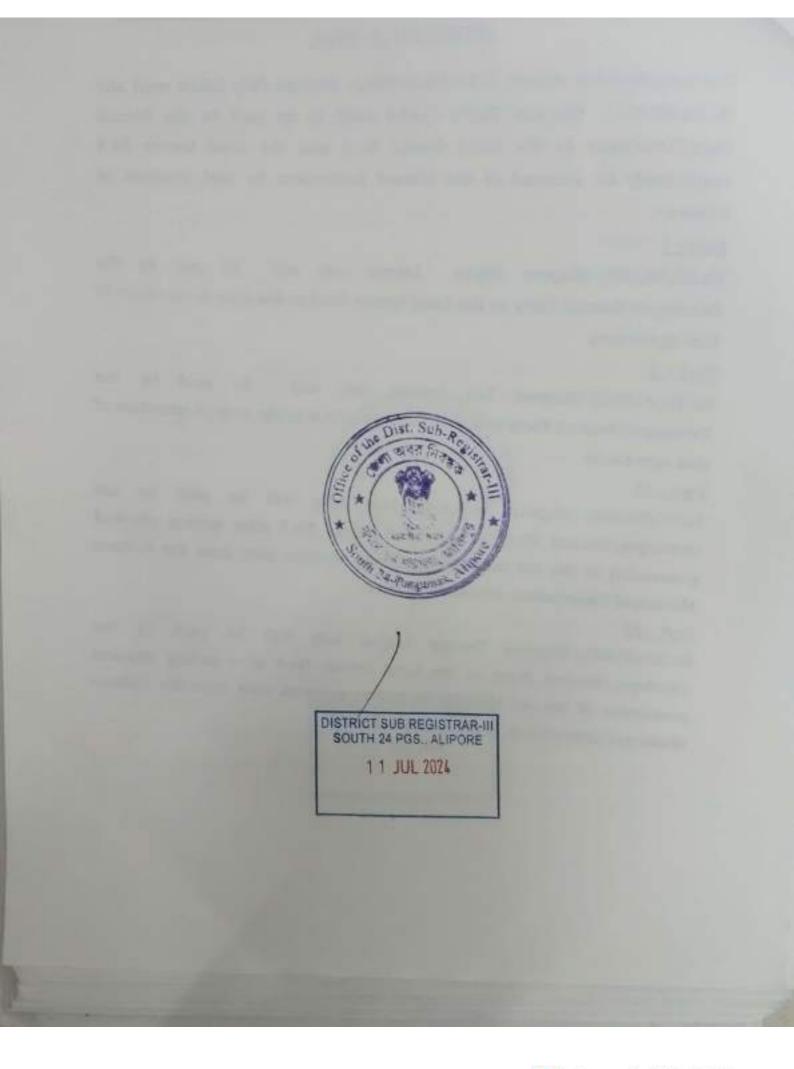
Rs.10,00,000/-(Rupees Ten Lakhs) only will be paid by the Developer/Second Party to the Land Owner No.4 at the time of execution of this agreement.

Part - III

Rs.20,00,000/-(Rupees Twenty Lakhs) only will be paid by the Developer/Second Party to the Land Owner No.3 after getting physical possession of the old building or getting sanction plan from the Kolkata Municipal Corporation, whichever is later.

Part - IV

Rs.20,00,000/-(Rupees Twenty Lakhs) only will be paid by the Developer/Second Party to the Land Owner No.4 after getting physical possession of the old building or getting sanction plan from the Kolkata Municipal Corporation, whichever is later.



IN WITNESSES WHEREOF the Parties have put their respective signatures and seals on the day, month and year first above written.

SIGNED, SEALED and DELIVERED in the presence of :

WITNESSES:

1. Sanjoy BisLlas 6 Rajkomasi chatterine Road Kol - Jose 37.

Promis Chilly nog

SIGNATURE OF THE LAND OWNERS

SEN & SEN INFRAPROJECTS PVT_LT

SIGNATURE OF THE DEVELOPER

DRAFTED, PREPARED AND COMPUTERISED IN MY OFFICE

KRISHNENDU DE

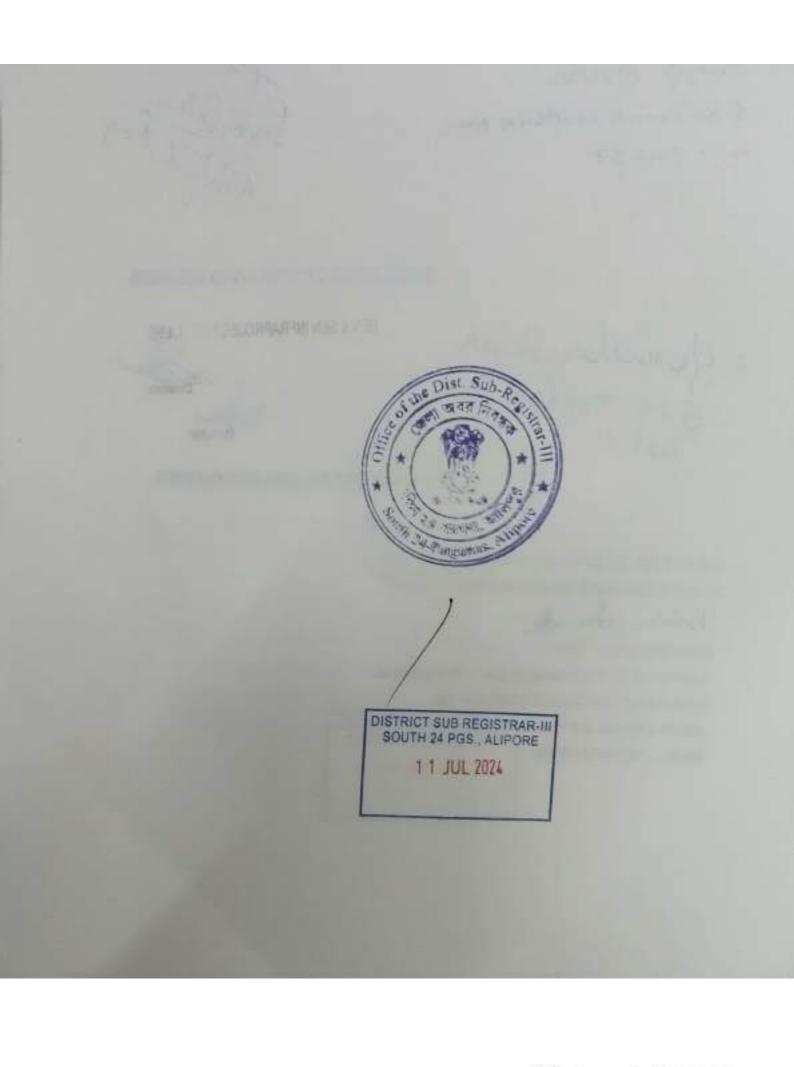
Win du de

ADVOCATE, Enrollment No. - F/1207/08.

BAR ASSOCIATION ROOM NO. 16

HIGH COURT AT CALCUTTA.

Mob. - 9830015029.



MEMO OF CONSIDERATION

Received from within name of the Developer a sum of Rs.40,00,000/-(Rupees Forty Lakhs) only for as part receipt of the consideration money. Particulars of which are as follows:-

Cheque/DD No	./TDS Dated	Bank	Amount (RS.)
001447	09.07.2024	Bandhan Bank	27,00,000/-
As TDS	08 .07.2024	Bandhan Bank	3,00,000/-
000650	/5 .07.2024	Bandhan Bank	9,00,000/-
- As TDS	15 .07.2024	Bandhan Bank	1,00,000/-

Total

40,00,000/-

(Rupees Forty Lakhs Only)

in the presence of :

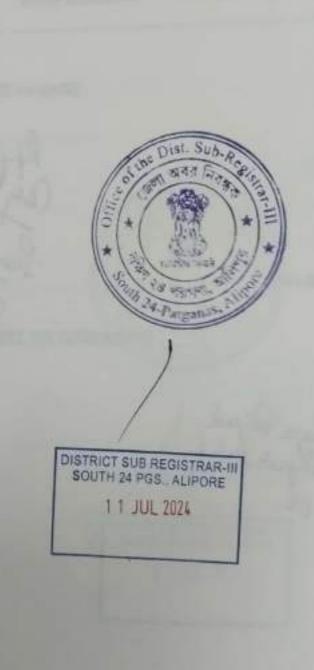
WITNESSES:

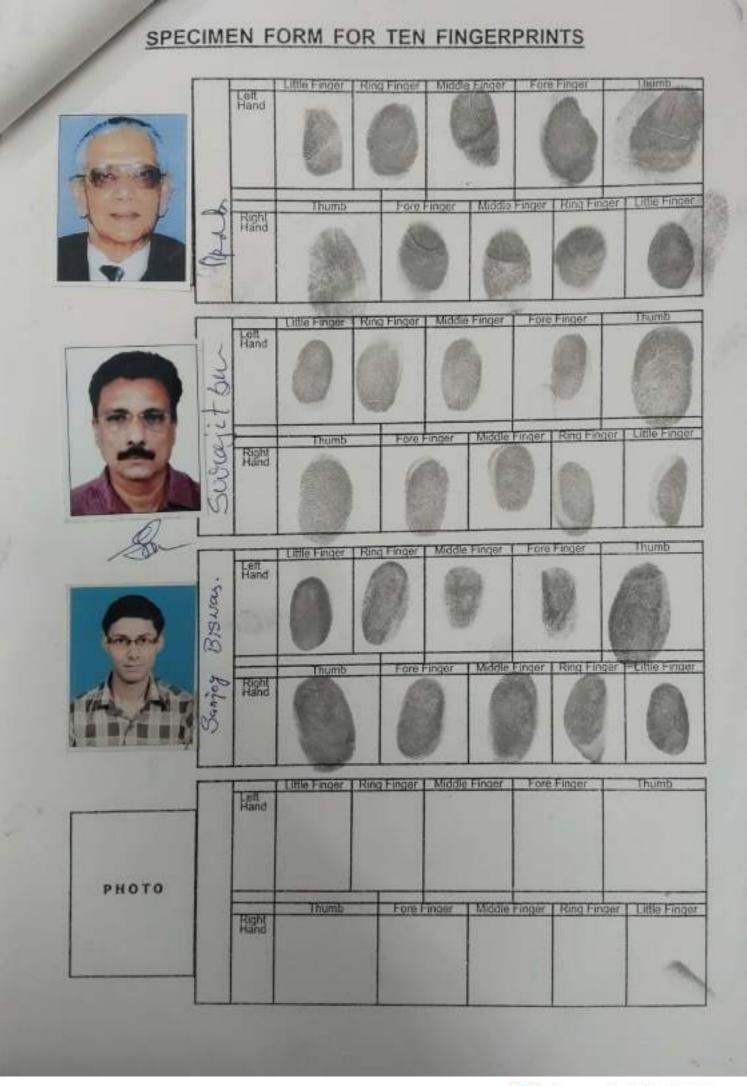
1. Samoy BISLERY.

Rowli Chilly Hos

SIGNATURE OF THE LAND OWNERS

2. geneallar Rijak 528, Jedlywerterk 401-68.







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Major Information of the Deed

Deed No :	1-1603-11663/2024	Date of Registration	15/07/2024		
Query No / Year	1603-2001728404/2024	Office where deed is registered			
Query Date	04/07/2024 10:02:53 PM	D.S.R III SOUTH 24-P South 24-Parganas	ARGANAS, District:		
Applicant Name, Address & Other Details	KRISHNENDU DE BAR ASSOCIATION ROOM NO 2nd FLOOR, HIGH COURT, CAI BENGAL, PIN - 700001, Mobile N	CUTTA, Thana : Hare Street, D	istrict : Kolkata, WEST cate		
Transaction		Additional Transaction			
[0110] Sale, Development / agreement	Agreement or Construction	[4308] Other than Immovable Property. Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs: 40,00,000/-] Market Value Rs. 3,50,70,900/- Registration Fee Paid Rs. 40,053/- (Article:E. E., B, M(b), H)			
Set Forth value					
Rs. 25,00,000/-					
Stampduty Paid(SD)					
Rs. 75,021/- (Article:48(g))	Received Rs. 50/- (FIFTY only)	from the applicant for issuing th	ne assement slip.(Urban		
Remarks	Received Rs. 50/- (FIFTY 01lly) area)	ICHI DIN PER CONTINUE DE			

Land Details :

District: South 24-Parganas, P.S.- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gariahat Road (Jodhpur Park), , Premises No: 1/528, , Ward No: 093 Pin Code ; 700068

Sch	Plot	Khatian	Land	use	Area of Land		Market Value (In Rs.)	Other Details
No L1	(RS:-)	Number	Bastu		5 Katha 1 Chatak 15 Sq Ft	20,00,000/-	3,29,49,150/-	Property is on Road
	Grand	Total:			8.3875Dec	20,00,000 /-	329,49,150 /-	

Sunce	me Detaile	10 10 10 10 10 10 10 10 10 10 10 10 10 1	100000000000000000000000000000000000000	Personal Assessment of the	CAMPANIA CONTRACTOR CONTRACTOR
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	4600 Sq Ft.	5,00,000/-	21,21,750/-	Structure Type: Structure

Gr. Floor, Area of floor: 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 56 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 56 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No. 2, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 56 Years, Roof Type: Pucca, Extent of Completion: Complete

Total: 4600 sq ft 5,00,000 /- 21,21,750 /-	Total:	4600 sq ft	5,00,000 /-	21,21,750 /-	
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Land Lord Details :

SI Name, Address, Photo, Finger print and Signature

Mr Dipak Basu (Presentant)

Son of Late Jogesh Chandra Bose 1/528, Gariahat Road(Jodhpur Park), City:- Not Specified, P.O:- Jodhpur Park, P.S.-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068 Sex. Male, By Caste: Hindu, Occupation: Advocate, Citizen of IndiaDate of Birth:XX-XX-1XX0, PAN No.: adxxxxxx5c, Aadhaar No. 42xxxxxxxx2234, Status: Individual, Executed by: Self, Date of Execution: 11/07/2024, Admitted by: Self, Date of Admission: 11/07/2024, Place: Pvt. Residence, Executed by: Self, Date of Execution: 11/07/2024

, Admitted by: Self, Date of Admission: 11/07/2024 ,Place: Pvt. Residence

Mr Debraj Basu
Son of Mr Dipak Basu
Executed by: Self, Date of
Execution: 11/07/2024
, Admitted by: Self, Date of
Admission: 15/07/2024 ,Place
: Office

Photo Finger Print
Signature

Captured

LTT
15/07/2024

Sr No. 206/1/2 Kaspatewasti Wakad, Block/Sector: Malpani Greens, Flat No: F 202, City:- Not Specified, P.O:- Pune City, P.S:-PUNE, District:-Pune, Maharashtra, India, PIN:- 411057 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX3, PAN No.:: afxxxxxx4q, Aadhaar No: 40xxxxxxxx2620, Status:Individual, Executed by: Self, Date of Execution: 11/07/2024

Admitted by: Self, Date of Admission: 15/07/2024 ,Place : Office

Signature Finger Print Photo Name 3 Mr Prantar Choudhury Son of Late Anjan Kumar Park chin Choudhury Executed by: Self, Date of Execution: 11/07/2024 , Admitted by: Self, Date of Admission: 15/07/2024 Place : Office 15/07/2024 15/07/2924 15/07/2024

10 Kumud Ghoshal Road, City:- Not Specified, P.O:- Ariadaha, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700057 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX5, PAN No.:: acxxxxxx4e, Aadhaar No: 81xxxxxxxx0745, Status: Individual, Executed by: Self, Date of Execution: 11/07/2024 . Admitted by: Self, Date of Admission: 15/07/2024, Place: Office

4	Name	Photo	Finger Print	Signature .
	Mr Abhijit Nag Son of Late Pranab Kumar Nag Executed by: Self, Date of Execution: 11/07/2024 , Admitted by: Self, Date of Admission: 15/07/2024 ,Place : Office	1	Captured	Allight Mag
		15470004	15/07/2024	1507/2024

ac, Mandeville gardens, City:- Not Specified, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.:: abxxxxxx7p, Aadhaar No: 77xxxxxxxx6020, Status : Individual, Executed by: Self, Date of Execution: 11/07/2024 Admitted by: Self, Date of Admission: 15/07/2024 ,Place: Office

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1	SEN & SEN INFRAPROJECTS PRIVATE LIMITED Flat No. Ground Floor, 1/83, Gariahat Road(Jodhpur Park), City - Not Specified, P.O:- Jodhpur Park, P.S:-Lake, District:-South 24-Pargamas, West Bengal, India, PIN:- 700068 Date of Incorporation:XX-XX-2XX7, PAN No.: AAxxxxxx7B, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

SI	Name, Address, Photo, Finger print and Signature						
No	Name	Photo	Finger Print	Signature			
	Mr Surajit Sen Son of Late Nripen Sen Date of Execution - 11/07/2024, , Admitted by: Self, Date of Admission: 15/07/2024, Place of		Captured	Suregit Son Bu			
	Admission of Execution: Office	Jul 15 2024 3 52PM	15/01/2424	19/07/2004			

133 Jodhpur Park, 3rd Floor, Near Allahabad Bank,, City:- Not Specified, P.O.- Jodhpur Park, P.S.-Lake, District - South 24-Parganas, West Bengal, India, PIN - 700068, Sex. Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth: XX-XX-1XX6 , PAN No.:: Alxxxxxx5P, Aadhaar No. 52xxxxxxxx8176 Status : Representative, Representative of : SEN & SEN INFRAPROJECTS PRIVATE LIMITED (as DIRECTOR)

Identifier Details :	Photo	Finger Print	Signature
Name			
Mr Sanjoy Biswas Son of Mr Daip Kumar Biswas 6. Raj Kumar Chatterjee Road, City:-Not Specified, P.OBelgachia, P.STala, District-North 24-Parganas, West Bengal, India, PIN:-700037			
Identifier Of Mr Surajit Sen, Mr Dipak E	asu, Mr Debr	aj Basu, Mr Prantar (Choudhury, Mr Abhijit Nag
Mr SANJOY BISWAS Son of Late DILIP BISWAS 6, RAJ KUMAR CHATTERJEE ROAD. City- P.O - BELGACHIA, P.STala, District - South 24-Parganas, West Bangat India PIN - 700037	0		-52-ing B.,

15/07/2024

15/07/2024

15/07/2024

Identifier Of Mr Surajit Sen, Mr Debraj Basu, Mr Prantar Choudhury, Mr Abhijit Nag

SI.NO	-ter of property for LI	
	From	To, with area (Name-Area)
	Mr Dipak Basu	SEN & SEN INFRAPROJECTS PRIVATE LIMITED-2.09687 Dec
	Mr Debraj Basu	SEN & SEN INFRAPROJECTS PRIVATE LIMITED-2.09687 Dec
	Mr Prantar Choudhury	SEN & SEN INFRAPROJECTS PRIVATE LIMITED-2.09687 Dec
	Mr Abhijit Nag	SEN & SEN INFRAPROJECTS PRIVATE LIMITED-2.09687 Dec
rans	fer of property for S1	
_	From	To. with area (Name-Area)
	Mr Dipak Basu	SEN & SEN INFRAPROJECTS PRIVATE LIMITED-1150 00000000 Sq F
	Mr Debraj Basu	SEN & SEN INFRAPROJECTS PRIVATE LIMITED-1150.00000000 Sq FI
	Mr Prantar Choudhury	SEN & SEN INFRAPROJECTS PRIVATE LIMITED-1150,00000000 Sq F1
	Mr Abhijit Nag	SEN & SEN INFRAPROJECTS PRIVATE LIMITED-1150.00000000 Sq Ft

On 10-07-2024

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 3.50,70,900/-

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Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 11-07-2024

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

Presented for registration at 18:25 hrs on 11-07-2024, at the Private residence by Mr. Dipak Basu, one of the Executants.

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

Execution is admitted on 11/07/2024 by Mr Dipak Basu, Son of Late Jogesh Chandra Bose, 1/528, Road: Gariahat Road(Jodhpur Park), , P.O. Jodhpur Park, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700068, by caste Hindu, by Profession Advocate

Indetified by Mr Sanjoy Biswas, . . Son of Mr Dilip Kumar Biswas, 6, Raj Kumar Chatterjee Road,, P.O. Belgachia, Thana: Tala, , North 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by profession Private Service

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Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 15-07-2024

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

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

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

Execution is admitted on 15/07/2024 by 1, Mr Debraj Basu, Son of Mr Dipak Basu, Sr No. 206/1/2 Kaspatewasti Wakad, Sector, Malpani Greens, Flat No. F 202, P.O. Pune City, Thana: PUNE, Pune, MAHARASHTRA, India, PIN -Waxau, Sector 1997, 1997 Kumud Ghoshal Road, P.O. Ariadaha, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700057. by caste Hindu, by Profession Business, 3, Mr Abhijit Nag, Son of Late Pranab Kumar Nag, 4C, Road: Mandeville gardens, P.O. Ballygunge, Thana: Gariahat, South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Business

Indetified by Mr SANJOY BISWAS, . . Son of Late DILIP BISWAS, 6, RAJ KUMAR CHATTERJEE ROAD, P.O. BELGACHIA, Thana: Tala, , South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by profession

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

Execution is admitted on 15-07-2024 by Mr Surajit Sen. DIRECTOR, SEN & SEN INFRAPROJECTS PRIVATE LIMITED (Private Limited Company), Flat No. Ground Floor, 1/83, Gariahat Road(Jodhpur Park), City:- Not Specified. P.O.-Jodhpur Park, P.S.-Lake, District -South 24-Parganas, West Bengal, India, PIN: 700068

indetified by Mr SANJOY BISWAS. . . Son of Late DILIP BISWAS, 6, RAJ KUMAR CHATTERJEE ROAD, P.O. BELGACHIA, Thana: Tala, South 24-Parganas, WEST BENGAL, India, PIN - 700037, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 40,053.00/- (B = Rs 40,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 40.053/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/07/2024 12:39PM with Govt. Ref. No. 192024250110254418 on 08-07-2024, Amount Rs. 21/-, Bank: SBI EPay (SBIePay), Ref. No. 7805097359935 on 08-07-2024, Head of Account 0030-03-104-001-16 Online on 15/07/2024 4:09PM with Govt. Ref. No: 192024250122169808 on 15-07-2024, Amount Rs: 40,032/-, Bank SBI EPay (SBIePay), Ref. No. 9859603886015 on 15-07-2024, 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 Stamp Rs 100.00/-, by online = Rs 74,921/-

Description of Stamp

 Stamp: Type: Impressed. Serial no 3350, Amount: Rs. 100.00/-, Date of Purchase: 03/07/2024, Vendor name: S. DFAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/07/2024 12:39PM with Govt. Ref. No. 192024250110254418 on 08-07-2024, Amount Rs. 74,920/-. Bank: SBI EPay (SBIePay), Ref. No. 7805097359935 on 08-07-2024. Head of Account 0030-02-103-003-02 Online on 15/07/2024 4:09PM with Govt. Ref. No. 192024250122169808 on 15-07-2024, Amount Rs. 1/-, Bank: SBI EPay (SBIePay), Ref. No. 9859603886015 on 15-07-2024, Head of Account 0030-02-103-003-02

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2024, Page from 305307 to 305360 being No 160311663 for the year 2024.





Digitally signed by Debasish Dhar Date: 2024.07.16 16.48:50 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 16/07/2024 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.