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Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document.

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Alipore, South 24 Parganas

24 JUL 2019

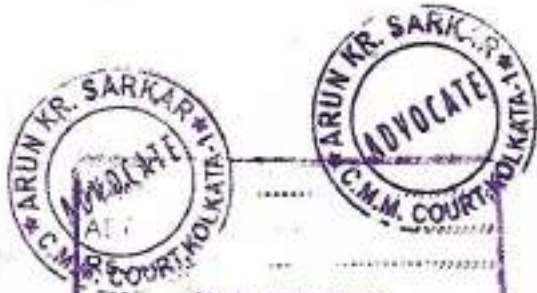
DEVELOPMENT AGREEMENT

1. Date: 07.06.2019
2. Place:
3. Parties
 - 3.1. Sri Subhasish Gangopadhyay. (PAN-AEYPG5606A) son of Late S.K. GANGULY, by faith-Hindu, by Occupation - Service, residing at 3A, Iswar Ganguly Street, Kolkata - 700026, PS & PO- Kalighat.
 - 3.2. Sri Debasish Gangopadhyay. (PAN-AEPPG3337P) son of Late S.K. GANGULY, by faith-Hindu, by Occupation - Service, residing at 3A, Iswar Ganguly Street, Kolkata - 700026, PS & PO- Kalighat.
 - 3.3. Sri Rajkumar Ganguly (PAN-APEPG1631C) son of Late K.A.GANGULY, by faith-Hindu, by Occupation - Business, residing at 3A, Iswar Ganguly Street, Kolkata - 700026, PS & PO- Kalighat.

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23 MAR 2018
S. CHATTERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Col-1

23 MAR 2018

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me. 2336

For HI TUBE APARTMENT MAKERS PVT. LTD.

[Handwritten signature]
Director



me. 2332

Rajkr Ganguly



me. 2338

- Subhasish Gangopadhyay



me. 2339
- Debashish Ganguly



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Sto. dt. Parimal Roy
Alipore Police Court.
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Collectively **Owners**, which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include respect their respective heirs, executors, administrators, legal representatives, successors, nominees and assigns.

- 3.4. **Hi-Rise Apartment Makers Private Limited** (PAN-AAACH6689R), a company incorporated under the Companies Act, 1956, having its registered office at 79B, Rash Behari Avenue, P.S. Tollygunge, P.O. Kalighat, Kolkata : 700026,

DEVELOPER represented by its Director **SRI AJOY SEN**, (PAN-AJFPS6224A) son of Sri Badal Krishna Sen, residing at 79B, Rash Behari Avenue, P.S. Tollygunge, P.O. Kalighat, Kolkata : 700026 (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-interest, representatives and assigns.

4. Subject Matter of the Agreement:

- 4.1. **Development of Said Premises:** Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of undivided land admeasuring **5 (five) Cottah 4 (four) Chittack** out of total land admeasuring **6 (six) cottah 8 (eight) chittack** together with structures thereon, situate, lying at and being Municipal Premises No. 3A, Iswar Ganguly Street, Kolkata – 700026., Police Station Kalighat, described in **Part I** of the **1st Schedule** below and delineated on **Plan** attached to this Agreement and bordered in colour Red thereon (Said Premises), by construction of a ready-to-use new **G+IV** residential building on the Said Premises (New Building). The said Plan A attached to this Agreement forms a part of this Agreement.
- 4.2. **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owners and the Developer in the New Building to be constructed on the Said Premises.

5. Representations, Warranties and Background

- 5.1. **Owners' Representations about Title:** The Owners have represented and warranted to the Developer about title as follows:

5.1.1. **Devolution of Title:** The Owners have become the owners of the Said Premises in the manner mentioned in **Part II** of the **1st Schedule** below (**Devolution of Title**), the contents of which are all true, correct and cross verified by the Developer. However, the Owners herein are jointly the owners of the Said Premises and the other co-owner being owned by Smt. Anuradha Mukherjee wife of G.P. Mukherjee and daughter of Late S.K. Ganguly, by faith-Hindu, by Occupation – Retired, residing at 6, Tinkari Ghosh Lane, Kolkata 700026, Kolkata – 700026. and a separate Development Agreement is being signed which is a part of this Agreement] and this Agreement is being entered into in respect of such joint share. Thus the expression Said Premises wherever used in this Agreement shall mean such shares only and not the entirety of the Said Premises.

5.1.2. **Mutation:** The Owners have not yet mutated their name as the owners of the Said Premises in the records of the Kolkata Municipal Corporation (**KMC**) but have been paying the applicable rates and taxes to the KMC.

- 5.2. **Owners' Representations about Encumbrances:** The Owners have represented and warranted to the Developer about encumbrances as follows:

5.2.1. **No Previous Agreement:** The Owners have not entered into any agreement for sale or lease or transfer or development of the Said Premises with any person or persons.

5.2.2. **No Prejudicial Act:** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.

5.2.3. **No Requisition or Acquisition:** The Said Premises is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.



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- 5.2.4. **Owners have Marketable Title:** The right, title and interest of the Owners in the Said Premises is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lis pendens*.
- 5.2.5. **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 5.3. **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:
- 5.3.1. **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.3.2. **Financial Arrangements:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Premises, inter alia by way of construction of the New Building on the Said Premises.
- 5.3.3. **No Abandonment:** The Developer shall not abandon, delay or neglect the project of development of the Said Premises and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Premises.
- 5.3.4. **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist. A copy of such resolution is attached to this Agreement.
- 5.3.5. **Developer has Statutory Approval and Licenses:** The Developer has all the statutory approvals and licenses required for development of property and also for all such functions as mentioned herein.
- 5.4. **Decision to Develop:** The Owners have decided to develop the Said Premises. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Premises by constructing the New Building (Project).
- 5.5. **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreement (oral or written) between the Parties] for the Project are being recorded in this Agreement.

6. Basic Understanding

- 6.1. **Amalgamation:** The Developer has also negotiation with the adjacent premises for development. Both the premises may be amalgamated for construction of a new building on that amalgamated land. And both the Owners are agreed to do so and allow the Developer to do so for a better future.
- 6.2. **Development of Said Premises by Construction of New Building:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Amalgamated Premises by construction of the New Building thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.
- 6.3. **Nature and Use of New Building:** The New Building shall be constructed more or less in accordance with the Building Plan to be prepared by an architect (Architect) and sanctioned by the KMC and other statutory authorities concerned with sanction (collectively **Planning Authorities**) as a ready-to-use G+IV purely residential-cum-Commercial building with specified area, amenities and facilities to be enjoyed in common.
- 6.4. **Name of Building:** The name of the Building shall be "*Hi-Rise Atul Niwas*".



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7. Appointment and Commencement

- 7.1. **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners hereby appoint the Developer as the developer of the Said Premises with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.
- 7.2. **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed, unless cancelled and/or terminated by any of the parties due to non-performance of the other.

8. Powers and Authorities:

- 8.1. **Power of Attorney for Building Plan Sanction:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plan sanctioned/revalidated/modified/alterd by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building.
- 8.2. **Power of Attorney for Construction, Sale of Developer's Allocation and Amalgamation:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for construction of the New Building and booking and sale of the Developer's Allocation (defined in Clause 12.1 below) and for amalgamation of the First Premises, the Second Premises, the Third Premises, the Fourth Premises, the Fifth Premises and the Common Passage into one Municipal Holding.
- 8.3. **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plan etc, for enabling the Developer to perform all obligations under this Agreement.

9. Amalgamation, Sanction and Construction:

- 9.1. **Amalgamation:** The Developer shall, at the costs and expenses of the Developer, cause amalgamation of the Premises with the adjoining premises if needed, and the Common Passage into one municipal holding.
- 9.2. **Sanction of Building Plan:** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plan on the Amalgamated Premises. In this regard it is clarified that (1) full potential of FAR of the Said Premises shall be utilized for construction of the New Building, (2) the Developer shall be responsible for obtaining all municipal and other approvals needed for the Project (including final sanction of the Building Plan and Completion Certificate) and (3) all costs and fees for sanctions and clearances shall be borne and paid by the Developer.
- 9.3. **Vacating by Owners:** Within 30 (thirty) days of sanction of the Building Plan, the Owners shall vacate the entirety of the Said Premises and hand over *khas* and vacant possession thereof to the Developer, for the purpose of execution of the Project.
- 9.4. **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to execute the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.
- 9.5. **Construction of New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners or creating any charge on the Said Premises (excepting as be required by prospective flat purchasers for taking loan from housing finance

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institutions), construct, erect and complete the New Building in accordance with the sanctioned Building Plan. The New Building shall be constructed on the Amalgamated Premises and shall comprise of a residential building and Common Portions.

- 9.6. **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 9.7. **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Premises, upon payment of all usage charges.
- 9.8. **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Premises and/or which may affect the mutual interest of the Parties. The Owners shall provide all cooperation that may be necessary for successful completion of the Project.
10. **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that within 30 (thirty) days of sanction of the Building Plan the Developer shall make appropriate application or applications to the Promoters Cell for obtaining permission and the Developer shall commence the foundation work of the New Building within 30 (thirty) days from receiving all permissions from the Promoters Cell and the Developer shall construct, erect and complete the New Building within a period of 30 (thirty) months from the date of such commencement (**Completion Time**).
- 10.1. **Vacating by Owners:** Within 30 (thirty) days of sanction of the Building Plan, the Owners shall vacate the entirety of the Said Premises and hand over *khass* and vacant possession thereof to the Developer, for the purpose of execution of the Project.
- 10.2. **Demolition:** After the Owners vacate the Said Premises as aforesaid, the Developer will immediately start demolishing work of the existing structure. The Developer indemnifies the Owners in case any accident and/or untoward incident occurs at the time of demolition.
- 10.3. **Commencement:** On completion of demolition of the existing structure, the Developer shall commence the construction work and shall erect and complete the New Building within a period of 30 (thirty) months from the date of vacating the Said Premises by the Owners (**Completion Time**).

11. Possession and Alternative Accommodation

- 11.1. **Alternative Accommodation:** Till such time the construction of the New Building is completed and Occupancy Certificate has been issued by the KMC in respect of the New Building and physical possession of the Owners' Allocation are handed over, which ever is later, the Developer shall provide the Owners, within a radius of 1 (one) Km of the Said Premises, (**Alternative Accommodation**).
- 11.2. **Tenure of Occupation:** The Owners shall be entitled to occupy the Alternative Accommodation till 30 (thirty) days after the Developer obtaining Occupancy Certificate of the New Building from the KMC and handing over possession of the Owners' Allocation. If all the Owners do not vacate the Alternative Accommodation within the above period, the Developer shall cease to be liable to pay the rents thereof. In addition, all consequences and financial losses arising in this regard shall be borne by the Owners.



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12. Owners' Consideration:

12.1. **Owners' Allocation:** The Developer shall, at its own costs and expenses, construct, finish, complete and make available to the Owners in tenantable condition and according to the Building Plan,

(1) three number of Units in the New Building which includes the allocation of the owners herein upon FAR consumed on the land

(2) Proportionate share of the covered car parking spaces in the New Building/Said Premises and

(3) Proportionate share of the roof of the New Building, after setting apart the area for access to Common Portions on the roof (collectively Owners' Allocation).

It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible proportionate share in (1) the Common Portions and (2) the land contained in the Said Premises. Actual demarcation of units will be recorded in a separate agreement after the sanction of the plan, which will be also a part of this agreement.

12.2. **Pecuniary Consideration:** In addition to the Owners' Allocation, the Developer shall pay the Owners a non-refundable sum of Rs.75,00,000/- (Rupees Seventy five lacs) only (Pecuniary Consideration). The Pecuniary Consideration shall be paid by the Developer to the respective Owners in the following manner:

12.3. **On Agreement:** at the time of execution of this Agreement, in the following manner, receipt of which the respective Owners hereby as well as by the First Receipt and Memo of Consideration hereunder written admit and acknowledge:

12.3.1. Owner no. 3.1 A sum of Rs.5,00,000/- by way of cheque drawn on Bank of Baroda, Lake Market Br, Kolkata

12.3.2. Owner No. 3.2 A sum of Rs.5,00,000/- by way of cheque drawn on Bank of Baroda, Lake Market Br, Kolkata

12.3.3. Owner No. 3.3 A sum of Rs.5,00,000/- by way of cheque drawn on Bank of Baroda, Lake Market Br, Kolkata a

12.4. **On Vacating of Said Premises:** on the Owners vacating the Said Premises, in the following manner:

12.4.1. Owner no. 3.1 A sum of Rs.20,00,000/- (Rupees twenty lacs) only by way of cheque drawn on Bank of Baroda, Lake Market Br, Kolkata

12.4.2. Owner No. 3.2 A sum of Rs.20,00,000/- (Rupees twenty lacs) only by way of cheque drawn on Bank of Baroda, Lake Market Br, Kolkata

12.4.3. Owner No. 3.3 A sum of Rs.20,00,000/- (Rupees twenty lacs) only by way of cheque drawn on Bank of Baroda, Lake Market Br, Kolkata

13. Developer's Consideration:

13.1. **Developer's Allocation:** The Developer shall be fully and completely entitled to

(1) remaining number of Units in the New Building except the owners allocation as in aggregate of the built up area of all the Units in the New Building

(2) Proportionate share of the covered car parking spaces in the New Building/Said Premises and



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(3) Undivided proportionate share on the roof of the New Building, after setting apart the area for access to Common Portions on the roof (collectively **Developer's Allocation**). The Developer's Allocation shall include undivided, impartible and indivisible proportionate share in (1) the Common Portions.

14. Dealing with Respective Allocations:

- 14.1. **Demarcation of Respective Allocations:** The Parties have already decided about the location of their respective allocations as mentioned in Clauses 11.1 and 12.1 above. However, on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the sanctioned Building Plan and the details of such demarcation may be recorded in a separate instrument.
- 14.2. **Owners' Right in Owners' Allocation:** The respective Owners shall be exclusively entitled to the respective Units allocated to them in the Owners' Allocation, with exclusive right to transfer or otherwise deal with the same in any manner the respective Owners deem appropriate, without any right, claim or interest therein whatsoever of the other Owners and the Developer and the other Owners and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the respective Owners of the respective Units in the Owners' Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.
- 14.3. **Developer's Right in Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 14.4. **Transfer of Developer's Allocation:** In consideration of the Developer constructing and handing over the Owners' Allocation to the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Premises and the Building Plan as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. On behalf of the Owners, such conveyances shall be signed by the nominee or nominees of the Developer, who shall be appointed as the constituted attorneys of the Owners.
- 14.5. **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 14.6. **Cost of Transfer:** With regard to the Developer's Allocation, the costs of conveyances including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

15. Municipal Taxes and Outgoings:

- 15.1. **Relating to Period Prior to Date of Sanction of Building Plan:** All Municipal rates and taxes and outgoings (collectively **Rates**) on the Said Premises relating to the period prior to the date of Vacating by the Owners shall be borne, paid and discharged by the respective Owners.
- 15.2. **Relating to Period After Sanction of Building Plan:** As from the date of commencement of work, the Developer shall be liable for Rates in respect of the Said Premises, till such time the New



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Building is ready for occupation, after which, the Parties shall become liable and responsible for the Rates in the ratio of their sharing of allocation in the New Building.

16. Possession and Post Completion Maintenance:

16.1. Possession of Owners' Allocation: Within 15 (fifteen) days from the date of the New Building being completed with Occupancy Certificate from Kolkata Municipal Corporation (KMC) and upon receiving written communication from the Developer to this effect, the Owners shall take possession of the Owners' Allocation and if the Owners do not take such possession, it shall be deemed that the Developer has delivered possession to the Owners.

16.2. Possession Date and Rates: On and from such date of the Owners taking physical possession or deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.

16.3. Punctual Payment and Mutual Indemnity: The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.

16.4. Maintenance: The Developer and the Owners shall mutually frame a scheme for the management and administration of the New Building. The Owners hereby agree to abide by all the rules and regulations to be so framed for the management of the affairs of the New Building.

16.5. Maintenance Charge: The Transferees and the Owners shall manage and maintain the Common Portions and services of the New Building and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment's.

17. Common Portions: The Developer shall at its own costs install and erect in the New Building, common areas, amenities and facilities such as stairways, lift, passages, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pumps and motors, water connection, drainage connection, sewerage connection, power generator and other facilities required for establishment, enjoyment and management of the New Building as described in 3rd Schedule below (**collectively Common Portions**).


18. Electricity Connection: For permanent electric connection to the apartments/spaces in the New Building (**Units**), the intending purchasers (**collectively Transferees**) shall pay the deposits demanded by CESE Limited and other agencies and the Owners shall also pay the same for the Units in the Owners' Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owners and the Developer, to the extent of unsold or retained Units in the New Building.

19. Common Restrictions

19.1. Applicable to Both: The Owners' Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions as are applicable to ownership building, intended for common benefit of all occupiers of the New Building.

20. Obligations of Developer.

20.1. Completion of Development within Completion Time: Save and except for reasons due to Force Majeure (explained in Clause 25 below), the Developer shall complete the entire process of development of the Said Premises within the Completion Time failing which an amount of

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Rs.30,000/- (Rupees thirty thousand) only per month as damages shall have to be paid by the Developer to the Owners collectively till completion of the Project.

- 20.2. **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation with lift and power generator and all other facilities and amenities as be required to be provided to make the Units ready-for-use. Reasonable variance not extending 3 (three) months in period of completion shall be acceptable to the Parties.
- 20.3. **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules, laws and by-laws of all concerned authorities and State Government and Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance of all such rules, laws and by-laws.
- 20.4. **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 20.5. **Specifications:** The Developer shall construct the New Building as per the specifications given the 2nd Schedule below (Specifications).
- 20.6. **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, works contract tax and other statutory dues shall be paid by the person liable (Developer) to pay such tax in accordance with law.
- 20.7. **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.
- 20.8. **No Obstruction in Dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.
- 20.9. **No Possession to Third Party:** The Developer hereby agrees and covenants with the Owners not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owners' Allocation is delivered to the Owners **provided however** this shall not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation. However, all agreements entered into by the Developer with the Transferees shall incorporate a clause that possession of Unit shall be given from the Developer's Allocation only after delivering possession of the Units in the Owners' Allocation.

21. Obligations of Owners:

- 21.1. **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Premises.
- 21.2. **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 21.3. **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Premises as may be required by the Developer from time to time.
- 21.4. **Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 21.5. **No Obstruction in Construction:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Building.



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- 21.6. **No Dealing with Said Premises:** The Owners hereby covenant not to let out, grant lease, mortgage and/or charge the Said Premises or any portions thereof save in the manner envisaged by this Agreement.

22. Indemnity:

- 22.1. **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or by-laws or arising out of any accident or otherwise
- 22.2. **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Premises or any of the Representations of the Owners being incorrect.

23. Defaults

- 23.1. **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages. However, if there is any delay in implementing the Project except due to Force Majeure (explained in Clause 25 below), the same shall be justified by the Developer to the Owners to their total satisfaction or otherwise a penalty shall be imposed as mentioned in this Agreement.

24. Force Majeure:

- 24.1. **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of their/its obligations under this Agreement, which arises from or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of their/its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, terrorist action, civil commotion, non-availability of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permission or sanction for reasons outside the control of either Party) or any relevant Government or Court orders.
- 24.2. **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of their/its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall subject to service of such notice, have no liability in respect of the performance of such of their/its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof and for such time after the cessation as is necessary for that Party, using all reasonable endeavours, to re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of their/its contractual obligations whilst the performance thereof is prevented by



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Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

24.3 Reasonable Endeavours: The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavours to bring the event of Force Majeure to a close or to find a solution by which this Agreement may be performed despite the continuance of the event of Force Majeure.

25. Arbitration

25.4 Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

25.2 Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by a Arbitrator to be appointed by the Owners and the Developer.

26. Jurisdiction

26.1 District Judge, Alipore: In connection with the aforesaid arbitration proceedings, the District Judge, Alipore only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

1st Schedule Part – I (Said Premises)

All That piece and parcel of Land measuring undivided 5 Cottah 4 Chittack out of total land 6 (six) cottah 14 (fourteen) chittack together with structures thereon, having area in Ground Floor – 1964 sqft., out of 2618 sqft., 1st Floor – 1897 sqft., out of 2529 sqft., and 2nd Floor – 1184 sqft., of 1580 sqft. situate, lying at and being Municipal Premises No. 3A, Iswar Ganguly Street, (previously known as 24B, Iswar Ganguly Lane), Kolkata -700026, Police Station Kalighat, Sub-Registry Alipore, 24 Parganas within Ward No. 83 of the Kolkata Municipal Corporation and delineated on Plan attached to this Agreement and bordered in colour Red thereon and butted and bounded as follows:

On The North	:	By Road named Iswar Ganguly Street, Kolkata-700026
On The East	:	By 1, Iswar Ganguly Street, Kolkata-700026
On The South	:	By 2A, Apurba Mitra Road, Kolkata-700026
On The West	:	By 3B, Iswar Ganguly Street, Kolkata-700026

Part – II (Devolution of Title)

- 1) Ownership of Atul Chandra Gangopadhyay:** By an Indenture dated 11th March, 1935 one Sri Atul Chandra Gangopadhyay son of Late Jagabandhu Gangopadhyay residing then at 43, Kalidas patitundi Lane, Kolkata purchased a land measuring 6 Cottah 8 Chittack, more or less together with dwelling structure situated at Premises no. 24B, Ishwar Ganguly Lane, Kolkata



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from Sri Bijoy Krishna Haldar and Sri Ajoy Krishna Haldar both son of Late Kali Kumar Haldar which was registered in the court of District Sub-Registrar, Alipore, 24 Parganas vide Book No. I, Volume No. 15, Pages 245 to 250 being no. 915 for the year 1935.

- 2) **Re-numbered:** while enjoying the said premises by Sri Atul Chandra Gangopadhyay with his family mainly his wife, sons and daughter-in-law, with their children's, he re-numbered the said premises to 3A, Ishwar Ganguly Street in the record book of Calcutta Municipal Corporation having its assessee No. 110831400031, as the sole and absolute owner of the Said Premises described in **Part I** of the **1st Schedule** above, being Municipal Premises No. 3A, Ishwar Ganguly Street.
- 3) **Demise of Bhupendra Nath Gangopadhyay:** Bhupendra Nath Gangopadhyay a Hindu governed by the *Dayabagha* School of Hindu Law, died intestate in the year 1934 leaving behind him surviving his father Atul Chandra Gangopadhyay, wife, Panchanani Debi, son Sri Santosh Kumar Ganguly and 2 (two) daughter Smt. Subrita and Smt. Rama.
- 4) **Demise of Atul Chandra Gangopadhyay:** Atul Chandra Gangopadhyay, a Hindu governed by the *Dayabagha* School of Hindu Law, died intestate leaving on **16th June, 1945** behind him surviving his, living Son Khogendra Nath Gangopadhyay and daughter-in-law namely Panchanani Debi widow of his other son Late Bhupendra Nath Gangopadhyaya since deceased, his son Sri Santosh Kumar Ganguly and (two) daughter Smt. Subrita and Smt. Roma. Smt. Sarojani Debi Gangopadhyay, wife of Atul Chandra Gangopadhyay pre deceased him.
- 5) **Demise of Khogendra Nath Gangopadhyay:** Khogendra Nath Gangopadhyay a Hindu governed by the *Dayabagha* School of Hindu Law, died on **11th May, 1951** leaving behind him surviving his wife Sarbamangala Debi who inherit the share of Late Khogendra Nath Gangopadhyay. They had no issue.
- 6) **Will of Sarbamangala Debi:** During her life time and before her death, she having made and published her Last Will and Testament dated 8th August, 1978 (**Sarbamangala's Will**), whereby and where under she gave and bequeathed her 50% (fifty percent) share of the said property to her daughter-in-law Smt. Bani Ganguly wife of Sri Santosh Kumar Ganguly son of late Bhupendra Nath Gangopadhyaya, Kalyan Ashis Ganguly, Debasish Gangopadhyay and Subhasish Gangopadhyay all sons of S. K. Ganguly.
- 7) **Demise of Smt. Sarbamangala Debi:** On 2nd day of July, 1979, **Sarbamangala Debi**, a Hindu governed by the *Dayabagha* School of Hindu Law died after published her last will and testament dated 08.08.1978 and after her death the Probate of **Sarbamangala's Will** was granted by the District Deligate at Alipore in Probate Case No. 251/81 of 1981.
- 8) **Ownership of Said Premises:** By virtue of the provisions of **Sarbamangala's Will**, probate thereof as aforesaid Smt. Bani Ganguly wife of Sri Santosh Kumar Ganguly, Kalyan Ashis Ganguly, Debasish Gangopadhyay and Subhasish Gangopadhyay all sons of Sri Santosh Kumar Ganguly became the Joint owners of the 50% (fifty-percent) share of the premises no. 3A, Ishwar Ganguly Street, Kolkata -700026.
- 9) **Demise of Sri Santosh Kumar Ganguly:** Santosh Kumar Ganguly a Hindu governed by the *Dayabagha* School of Hindu Law, died on 27th January, 1980, after having made and published his Last Will and Testament dated 6th December, 1977 (**Santosh's Will**), whereby and where under he gave, devised and bequeathed his share in the Said Premised to his Wife Smt. Bani Ganguly.
- 10) **Probate of Santosh Kumar Ganguly's will:** On 29th July, 1994, the probate of Santosh Kumar Ganguly's will was granted in the court of the District at Alipore vide Case No. 244/81 and 50% share of the said property goes to his wife Smt. Bani Ganguly, who was bequeathed by Santosh Kumar Ganguly in his will.
- 11) **Demise of Bani Ganguly:** Smt. Bani Ganguly, a Hindu governed by the *Dayabagha* School of Hindu Law, died intestate on **3rd January, 2018** leaving behind her surviving her 3 sons namely Kalyan Ashis Ganguly, Debasish Gangopadhyay and Subhasish Gangopadhyay and 1 daughter



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Smt. Anuradha Mukherjee who jointly and equally inherited the equal share each of Late Bani Ganguly in the said property.

- 12) **Demise of Kalyan Ashis Ganguly:** Kalyan Ashis Ganguly, a Hindu governed by the *Dayabagha* School of Hindu Law, died intestate on 17th May, 2018 leaving behind his surviving his wife, son and 2 (two) Daughters namely Smt. Sarmila Ganguly, Raj Kumar Ganguly, Kasturi Ganguly and Smt. Chaitali Banerjee respectively who jointly and equally inherited the 1/4th Share of Late Kalyan Ashis Ganguly in the said Property.
- 13) **Deed of Gift:** Smt. Sarmila Ganguly wife of Late Kalyan Ashis Ganguly, Ms. Kasturi Ganguly and Smt. Chaitali Banerjee, both daughter of Late Kalyan Ashis Ganguly has been gifted their respective share to Sri Raj Kumar Ganguly by a Deed of Gift dated 06.06.2019 which is being registered in the court of ADSR, Alipore, 24 Parganas vide Being no. _____ for the year 2019.
- 14) **Present Ownership:** In the circumstances and by virtue of the events mentioned above **Sri Debasish Gangopadhyay, Sri Subhasish Gangopadhyay, Sri Rajkumar Ganguly and Smt. Anuradha Mukherjee** have become the joint Owners having their inherited respective shares in the Said property situated in the Municipal Premises No. **3A, Iswar Ganguly Street**, Police Station – Kalighat, Kolkata – 700026, Post office - Kalighat having assessee no. **110831400031** within the Ward no. **83** under Kolkata Municipal Corporation.

2nd Schedule (Specifications)

BRICK WORK

- **External Wall:** 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1st class brick.
- **Partition Wall:** 75/125 mm thick brick work with sand cement mortar in proportion (1: 4) by using 1st class bricks and in case of 75 mm thick wall wire mesh will be used at every 3rd/4th layer.

PLASTERING

- Rough brick surface by 19 mm thick (1:6) cement sand prop.
- Finished brick surface by 12 mm thick (1:6) cement sand prop.
- Ceiling 6/10 mm thick by (1:4) cement sand prop.
- Waterproof compound will be mixed during plastering of external wall.

CONCRETE WORKS

- All Reinforced cement concrete will be in prop. 1:1.5:3
- Ground floor covered area will be done by Plain Cement concrete in prop 1:2:4
- Other common areas, concrete under footings will be done by Plain Cement concrete in prop 1:3:6.

FLOOR OF ROOMS

- **Bed Rooms, Verandah, Drawing -Dinning:** Marwar Marble Slab or Vitrified Tiles
- **Kitchen & Toilet :** Marble/Vitrified or Ceramic Tiles

TOILET WALLS

- Upto 2.1 meter height or lintel level finished with ceramic tiles or Marble slab

STAIRCASE

- Staircase will be finished with good quality Marble and 75 mm Ø wooden polished handrail over 12 mm M.S. Square bar.

DOOR

- Door will be made of 12 mm thick or good quality ply shutter panelled by 32 mm thick wooden rail and style fitted on Sal or equivalent wood frame. Existing Doors should be used as far as possible

WINDOWS

- Fully glazed wooden window to be hung on sal wood frame.



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GRILLS

- 12 mm square bars will be used for ornamental grill.

DRAINAGE

- Solid and liquid waste, rainwater etc will be disposed through separate HDP Pipe network above GL and SW pipe network below GL.
- The drainage connection will be done as per approved drawing of the Kolkata Municipal Corporation.

ROOF TREATMENT

- Av. 25mm thick IPS finished in chequered style or water tight ceramic tiles over a levelling course of average 75 mm PCC in prop. 1:2:4 with aqua proof admixture.

WATER SUPPLY

- Water will be made available from KMC supply from the Underground reservoir through pump of requisite capacity.

PAINTING & FINISHING

- *Outside face of external walls:* Weather Coat.
- *Internal face of the wall:* Very good quality plaster of Paris or wall putty
- *Gate and Grills* will be painted with two coats of synthetic enamel paints over one/two coats of primer.

SANITARY FITTINGS IN TOILETS

The following will be provided:

- *Tap* with mixing arrangements in toilets.
- White *Wash Basin* (20" x 16") – Hinduware/Parryware or equivalent make.
- White porcelain *Commode* of reputed brand- Hinduware/Parryware or equivalent make.
- Concealed *hot and cold* water pipe line with medium pipes of reputed make like Tata.
- Fittings will be Mark or Jaquar brand.

KITCHEN

- Kitchen *Platform* will be of *Granite* and marble tiles over the kitchen platform up to a height 2' 0".
- *Stainless steel* sink (without drain board) will be provided.

ELECTRICAL POINTS AND FITTINGS

- Concealed P.V.C. conduits, copper wire of desired cores of reputed make.
- MS concealed switch box with reputed make switches (Anchor or equivalent) including earthing.
- *Separate Meters* for all Flat owners as well as for *Common* use will be provided at *extra cost*.
- KDK or equivalent make flexible copper wire will be used as under for electrical Connection.
- 7/20 for main/power line.
- 3/20 for D.B to Junction Box.
- 1/18 for Junction Box to individual light/fan point connection including 5Amp plug point.
- 2 (Two) *Telephone* points in each flat.
- 1 (one) A.C. points in each room.
- Sufficient *light & Fan* points with 5 and 15 amp. *Sockets* in each flat.

LIFT

- 1 (one) elevator of OTIS/JOHNSON make having capacity of 6 (Six) passengers will be provided.

OTHERS

- *Over Head* Tank will be made of R.C.C. and distribution to each unit will be through GI pipe medium (from 1" to 1/2") network.
- From Under Ground Tank to Over Head Tank water will be lifted by *Submersible Pumps* of reputed make and adequate capacity.

3rd Schedule (Common Portions)

1) Areas:

- a) Entrance and exists to the Premises and the New Building
- b) Boundary walls and main gate of the Said Premises
- c) Staircase, stair head room and lobbies on all the floors of the New Building



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- d) Vertical shaft, if any
- e) Entrance lobby, electric/utility room, water pump room
- f) Common installations on the roof
- g) Roof above the top floor of the New Building
- h) Common lavatory in the Ground Floor

II) Waster, Plumbing and Drainage:

- a) Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use)
- b) Water supply system
- c) Water pumps, underground and overhead water reservoir together with all common Plumbing installations for carriage of water (save only those as are within the exclusive area of any unit or exclusively for its use)

III) Electrical Installation

- a) Electrical Wiring and other fittings (excluding only those as are installed exclusively within any Unit and or exclusively for its use)
- b) Lighting of the Common Portions
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply
- d) Elevators

IV) Others: Such other common parts, areas, equipment, installations, fittings fixtures and spaces in or about the Said Premises and the New Building as are necessary for passage to and/or user of the Units in common by the co-owner.

25. Execution and Delivery

25.1. In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Subhasish Gangopadhyay
Subhasish Gangopadhyay

Debasish Gangopadhyay
Debasish Gangopadhyay

Pranab Ray
Alipore Police Court
Vol. 27.

2. Ranjan Das
Alipore Police Court
Vol. 27

Rajkr Ganguly
Rajkumar Ganguly
Collectively Owners

Ajoy Sen
Ajoy Sen
(Hi-Rise Apartment Makers Pvt. Ltd)
[Developer]

Proposed by
Santa Kumar Datta
Alipore Police Court
Vol - 27
Wd/12165/28



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Receipt And Memo of Consideration

Received from the within named Developer the within mentioned sum of **Rs.15,00,000/-** (Rupees fifteen lacs) only towards advance payment of the Pecuniary Consideration as mentioned in Clause 11.2.1 of this Agreement in the following manner:

Details	Date	Bank	Amount (Rs.)	Favouring	Signature
Ch. No. 014685	07.06.2019	Bank of Baroda	5,00,000/-	Subhasish Gangopadhyay	
Ch. No.014684	07.06.2019	Bank of Baroda	5,00,000/-	Debasish Gangopadhyay	
Ch. No. 014683	07.06.2019	Bank of Baroda	5,00,000/-	Rajkumar Ganguly	

Witness:

1) Pradeep Roy
Dipon Police Court.
Cst-27

2. Ranjana Das.
Dipon Police Court
Cst-27

Debasish Gangopadhyay

Rajkr Ganguly



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South 24 Parganas
- Kolkata- 700027



Name

Signature

	Thumb	1st Finger	Middle Fimnger	Ring Finger	Small Finger
Left Hand					
Right hand					

Subhasish Gangopadhyay



Name

Signature

	Thumb	1st Finger	Middle Fimnger	Ring Finger	Small Finger
Left Hand					
Right hand					

Debashis Chugh



Name

Signature

	Thumb	1st Finger	Middle Fimnger	Ring Finger	Small Finger
Left Hand					
Right hand					

RAJ KUMAR GANGULY
Raj Kumar Ganguly



Name

Signature

	Thumb	1st Finger	Middle Fimnger	Ring Finger	Small Finger
Left Hand					
Right hand					

Raj Kumar



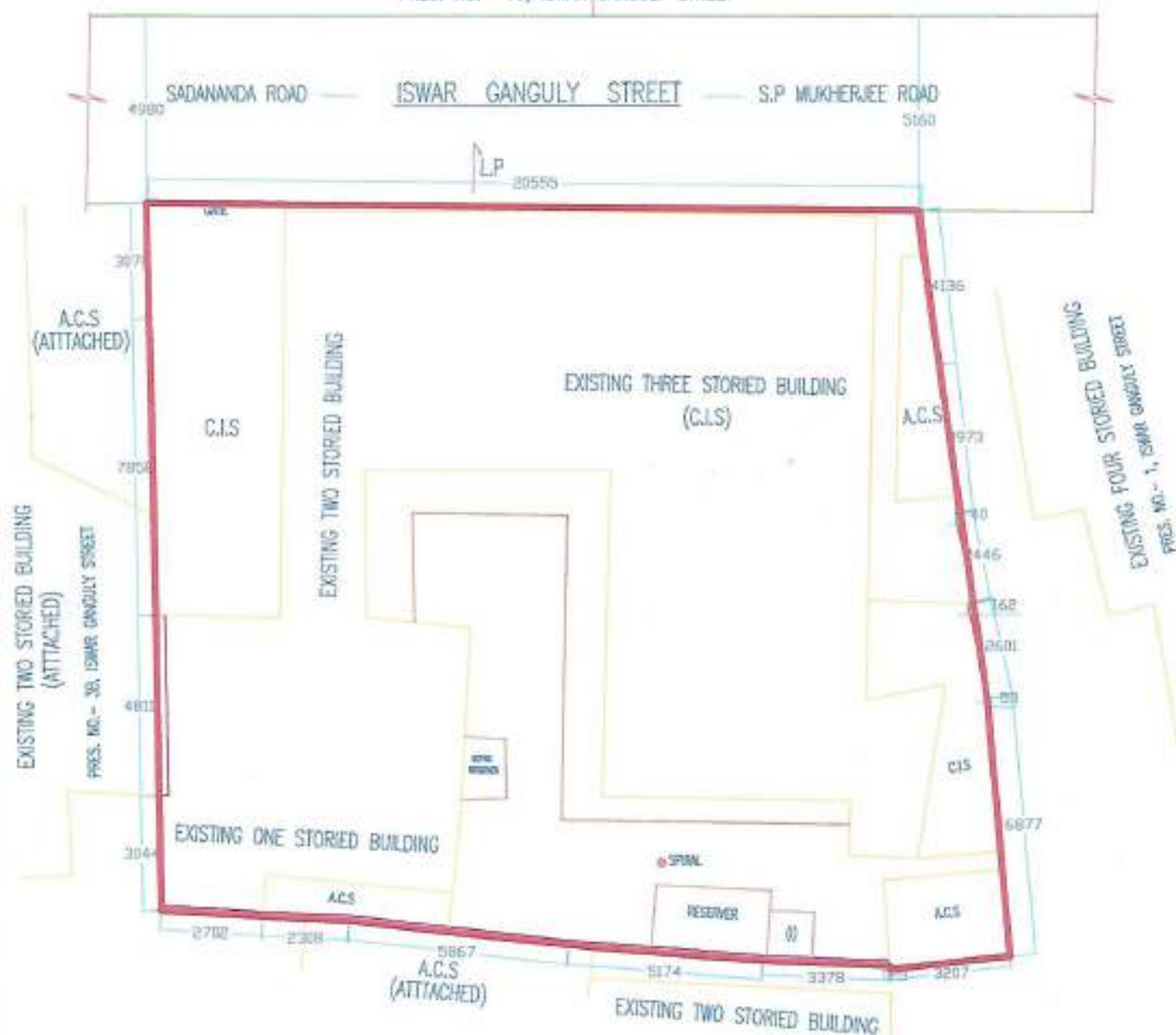
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Kolkata- 700027

SITE PLAN OF 3A, ISWAR GANGULY STREET KOLKATA-700026



Ground Floor Structure Area: 2618 sqft.,
First Floor Structure Area: 2529 sqft.,
Second Floor Structure Area: 1580 sqft.,

EXISTING TWO STORED BUILDING (C.I.S.) EXISTING THREE STORED BUILDING (C.I.S.)
PRES. NO.- 4C, ISWAR GANGULY STREET



Debasish Ganguly

Subhasish Ganguly

Raiker Ganguly

Signature

NOTE:-
1. ALL DIMENSIONS ARE IN METERS
2. PROPERTY LINES AS SHOWN BY THE
PARTY ARE SHOWN BY DASHED LINES



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Kolkata-700047



Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 16050000861952/2019

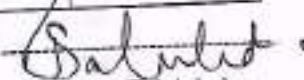
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Subhasish Gangopadhyay 3A, Iswar Ganguly Street, P.O:- Kaligat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026	Land Lord ✓			
2	Mr Debasish Gangopadhyay 3A, Iswar Ganguly Street, P.O:- Kaligat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026	Land Lord ✓			
3	Mr Rajkumar Ganguly 3A, Iswar Ganguly Street, P.O:- Kalighat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026	Land Lord ✓			



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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Ajoy Sen 79B, Rash Behari Avenue, P.O:- Kalighat, P.S:- Tollygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700026	Representative of Developer [Hi Rise Apartment Makers Private Limited]			 07.06.2019 (AJAY SEN)
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Pradeep Roy Son of Late Parimal Roy Alipore Police Court, P.O:- Alipore, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Mr Subhasish Gangopadhyay, Mr Debasish Gangopadhyay, Mr Rajkumar Ganguly,			 07.06.19


(Sukanya Talukdar)

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





ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB / 18 / 108 / 666789

পরিচয় পত্র



Elector's Name নির্বাচকের নাম	Ray Pradip রায় প্রদীপ
Father/Mother/ Husband's Name নির্বাচকের পিতা/মাতা/স্বামীর নাম	Parimal পরিমল
Sex লিঙ্গ	M পুরুষ
Age as on 1.1.1995 ১.১.১৯৯৫-এ বয়স	21 ২১

Signature

Address

New Tollygunge North, Ward 114,
Regent Park, South 24 Parganas

ঠিকানা

নিউ টোলীগঞ্জ উত্তর, ওয়ার্ড ১১৪, রিজেন্ট পার্ক,
দক্ষিণ ২৪ পরগণা

Facsimile Signature

Facsimile Signature
Electoral Registration Officer
নির্বাচন নিবন্ধন অফিসারের

For 108-JADAVPUR

Assembly Constituency

১০৮-জাদাবপুর

বিধানসভা নির্বাচন ক্ষেত্র

Place স্থান	Alipore আলিপুর
Date তারিখ	18.08.95 ১৮.০৮.৯৫

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AJOY SEN

BADAL KRISHNA SEN

28/09/1955

Permanent Account Number

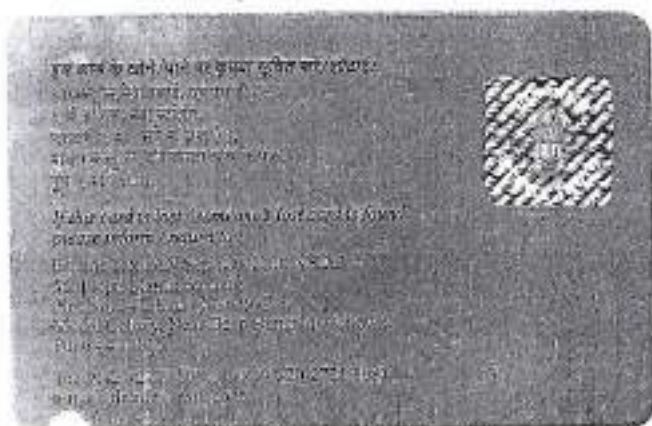
AJFPS6224A

Signature



If your file card is lost / found, kindly inform / return to :-
Income Tax PAN Services Unit, UTIESL
Plot No. 3, Sector 11, CHD Belapur,
Navi Mumbai - 400 614.

यदि कार्ड खोया/प्राप्त हो, कृपया सूचित/वापस करें।
आयकर सेवा यूनिट - UTIESL
प्लॉट नं. 3, सेक्टर 11, सीडी बेलपुर,
नवी मुंबई - 400 614.



आयकर विभाग
INCOME TAX DEPARTMENT

RAJ KUMAR GANGULY
KALYAN GANGULY

18/09/1978

आयकर विभाग, कोलकाता

APEPG1631C



भारत सरकार
GOVT. OF INDIA





स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AEPPG3337P



नाम /NAME

DEBASISH GANGOPADHYAY

पिता का नाम /FATHER'S NAME

SANTOSH KUMAR GANGOPADHYAY

जन्म तिथि /DATE OF BIRTH

12-09-1961

हस्ताक्षर /SIGNATURE

Debashish Gangopadhyay

Debashish

आयकर आयुक्त, प.व.-III

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

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

GRN: 19-201920-002215288-1

Payment Mode

Online Payment

GRN Date: 07/06/2019 15:00:42

Bank : State Bank of India

BRN : IK0ABSUXD5

BRN Date: 07/06/2019 15:03:02

DEPOSITOR'S DETAILS

Id No. : 16050000861952/2/2019

[Query No./Query Year]

Name : SUBIR KUMAR DUTTA

Contact No. : Mobile No. : +91 9830034264

E-mail :

Address : 18 MOORE AVENUE KOLKATA 700040

Applicant Name : Mr Subir Kumar Dutta

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16050000861952/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	16050000861952/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	15021

Total

55042

In Words : Rupees Fifty Five Thousand Forty Two only

Major Information of the Deed

Deed No :	I-1605-04367/2019	Date of Registration	24/07/2019
Query No / Year	1605-0000861952/2019	Office where deed is registered	
Query Date	06/06/2019 4:11:30 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subir Kumar Dutta 18, Moore Avenue, Kolkata, Thana : Regent Park, District : South 24-Parganas, WEST BENGAL, PIN - 700040, Mobile No. : 9830034264, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 1,98,46,000/-	Rs. 1,98,46,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,121/- (Article:48(g))	Rs. 15,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Kalighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Iswar Ganguly Street, , Premises No: 3A, , Ward No: 083 Pin Code : 700026

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	5 Katha 4 Chatak	1,53,46,000/-	1,53,46,000/-	Property is on Road
Grand Total :				8.6625Dec	153,46,000 /-	153,46,000 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5045 Sq Ft.	45,00,000/-	45,00,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1964 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1897 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 1184 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		5045 sq ft	45,00,000 /-	45,00,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Subhasish Gangopadhyay Son of Late S K Ganguly 3A, Iswar Ganguly Street, P.O:- Kaligat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AEYPG5606A, Status :Individual, Executed by: Self, Date of Execution: 07/06/2019 , Admitted by: Self, Date of Admission: 07/06/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/06/2019 , Admitted by: Self, Date of Admission: 07/06/2019 ,Place : Pvt. Residence
2	Mr Debasish Gangopadhyay Son of Late S K Ganguly 3A, Iswar Ganguly Street, P.O:- Kaligat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.: AEPPG3337P, Status :Individual, Executed by: Self, Date of Execution: 07/06/2019 , Admitted by: Self, Date of Admission: 07/06/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/06/2019 , Admitted by: Self, Date of Admission: 07/06/2019 ,Place : Pvt. Residence
3	Mr Rajkumar Ganguly Son of Late K A Ganguly 3A, Iswar Ganguly Street, P.O:- Kalighat, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: APEPG1631C, Status :Individual, Executed by: Self, Date of Execution: 07/06/2019 , Admitted by: Self, Date of Admission: 07/06/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/06/2019 , Admitted by: Self, Date of Admission: 07/06/2019 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Hi Rise Apartment Makers Private Limited 79B, Rash Behari Avenue, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 , PAN No.: AAACH6689R, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Ajoy Sen (Presentant) Son of Mr Badal Krishna Sen 79B, Rash Behari Avenue, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AJFPS6224A Status : Representative, Representative of : Hi Rise Apartment Makers Private Limited (as)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Pradeep Roy Son of Late Parimal Roy Alipore Police Court, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027			

Identifier Of Mr Subhasish Gangopadhyay, Mr Debasish Gangopadhyay, Mr Rajkumar Ganguly, Mr Ajoy Sen

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Subhasish Gangopadhyay	Hi Rise Apartment Makers Private Limited-1.44369 Dec
2	Mr Debasish Gangopadhyay	Hi Rise Apartment Makers Private Limited-1.44378 Dec
3	Mr Rajkumar Ganguly	Hi Rise Apartment Makers Private Limited-1.44378 Dec
4		Hi Rise Apartment Makers Private Limited-4.33125 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Subhasish Gangopadhyay	Hi Rise Apartment Makers Private Limited-1681.66666667 Sq Ft
2	Mr Debasish Gangopadhyay	Hi Rise Apartment Makers Private Limited-1681.66666667 Sq Ft
3	Mr Rajkumar Ganguly	Hi Rise Apartment Makers Private Limited-1681.66666667 Sq Ft

Endorsement For Deed Number : I - 160504367 / 2019

On 07-06-2019

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

Presented for registration at 18:50 hrs on 07-06-2019, at the Private residence by Mr Ajoy Sen ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,98,46,000/-

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

Execution is admitted on 07/06/2019 by 1. Mr Subhasish Gangopadhyay, Son of Late S K Ganguly, 3A, Road: Iswar Ganguly Street, , P.O: Kaligat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Service, 2. Mr Debasish Gangopadhyay, Son of Late S K Ganguly, 3A, Road: Iswar Ganguly Street, , P.O: Kaligat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Service, 3. Mr Rajkumar Ganguly, Son of Late K A Ganguly, 3A, Road: Iswar Ganguly Street, , P.O: Kalighat, Thana: Kalighat, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Business

Indetified by Mr Pradeep Roy, , , Son of Late Parimal Roy, Alipore Police Court, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

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

Execution is admitted on 07-06-2019 by Mr Ajoy Sen, , Hi Rise Apartment Makers Private Limited (Private Limited Company), 79B, Rash Behari Avenue, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Indetified by Mr Pradeep Roy, . . Son of Late Parimal Roy, Alipore Police Court, P.O: Alipore, Thana: Alipore, .
City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession
Others

Sukanya Talukdar

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

On 21-06-2019

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,021/- (B = Rs 15,000/- ,E = Rs 21/-) and
Registration Fees paid by by online = Rs 15,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 07/06/2019 3:03PM with Govt. Ref. No: 192019200022152881 on 07-06-2019, Amount Rs: 15,021/-, Bank:
State Bank of India (SBIN0000001), Ref. No. IK0ABSUXD5 on 07-06-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by by online = Rs
40,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 07/06/2019 3:03PM with Govt. Ref. No: 192019200022152881 on 07-06-2019, Amount Rs: 40,021/-, Bank:
State Bank of India (SBIN0000001), Ref. No. IK0ABSUXD5 on 07-06-2019, Head of Account 0030-02-103-003-02

Sukanya Talukdar

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

On 24-07-2019

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

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

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 113771, Amount: Rs.100/-, Date of Purchase: 23/03/2018, Vendor name: S
Chattrjee



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2019, Page from 150263 to 150296
being No 160504367 for the year 2019.



Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR
Date: 2019.08.01 11:52:49 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 01/08/2019 11:52:42
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)