

0424/14

(E)

I-04501/14



50

22/5/14

पश्चिम बंगाल WEST BENGAL

9 - 10856/14
amtg 84,00,000/-

Notarized that the Document is admitted to Registration. The Signatum Sheet and the endorsement sheets attached to this document are the part of this Document. 705940

Additional Registrar of Assurances - Kolkata
22-5-14

AGREEMENT

THIS AGREEMENT IS EXECUTED ON THE 22nd DAY OF May 2014

BETWEEN

MR. MOHON KISHORE CHATTERJEE, son of Late Samarendra Kishore, by Nationality Indian, by faith Hindu, by occupation business, having Income Tax Permanent Account Number: AMUPC2673B presently residing at 13/2D, Priyonath Mullick Road, Police Station: Bhowanipur, Kolkata: 700026, hereinafter called and referred to as the OWNER/FIRST PARTY (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, legal representatives, administrators and/or assigns) of the ONE PART.

A N D

STHAPATI ENTERPRISES PRIVATE LIMITED, a Private Company Limited

23520

NAME: S. S. Prasad
 ADD: 3/10 Smt. Ban
 RS: by 2.6
20 MAY 2014
SURANJAN MUKHERJEE
 Licensed Stamp Vendor
 C. C. Court
 29.3. K. S. Roy Road, Kpt. 1

20 MAY 2014

20 MAY 2014



Suic Dev In Stokals
 J. adn at. lodes. B
 W (al) Sine

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 MAY 2014

by shares, incorporated under the Companies Act, 1956, and having its Registered Office at 31/0, Sreemohan Lane, Kolkata: 700026, PS: Tollygunge, represented herein by its present Managing Director in-office, **MR. SOUMYA KANTI DASGUPTA**, son of late Prfulala Kumar Dasgupta, by Nationality Indian, by faith Hindu, by occupation Business, presently residing at IA-270, Sector III, Salt Lake City, Kolkata: 700097, PS: Bidhannagar (South), hereinafter called and referred to as the **DEVELOPER/SECOND PARTY** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the successor/s in-office of the Company and also its executors, legal representatives, administrators and/or assigns) of the **OTHER PART**.

WHEREAS by a deed of Conveyance dated 08.08.1934 registered at the office of the Joint Sub Registrar of Alipore at Behala and entered in book No: 1, Volume No: 8, Pages 69 - 78 being No: 539 for the year 1934, The Commissioners for the Port of Calcutta, a body corporate constituted by the Calcutta Port Act 1890 (being Bengal Act No: III of 1890) did grant convey and transfer unto one Messrs Mugnooram Bangur & Company for consideration therein mentioned **ALL THOSE** pieces or parcels of Revenue redeemed Land and Tanks containing an area of about 26 Bighas 14 Cottahs 08 Chittack including premises No: 41, Russa Road South containing an area of 26 Bighas 14 Cottah more particularly described in the Schedule "C" written thereto.

AND WHEREAS thereafter the said Messrs Mugnooram Bangur & Company, for the purpose of Sale, divided inter alia the said premises No: 41, Russa Road South into several plots including one plot No: 34D, containing an area of 2 Cottah 12 Chittack 36 Sq. Ft. together with the 3' 6" passage on the south east thereof.

AND WHEREAS the said Messrs Mugnooram Bangur & Company, by a deed of Conveyance dated 06.03.1939 registered at the office of the District Registrar of Assurances Alipore, 24 Parganas and entered in book No: 1, Volume No: 26, Pages 81 - 89 being No: 795 for the year 1939 did grant convey and transfer unto one Suro Bala Saha, wife of Akshay Kumar Saha for consideration therein mentioned **ALL THAT** piece or parcel of Revenue redeemed Land containing an area of about 2 Cottah 12 Chittack 36 Sq. Ft. being the land of premises No: 34D (formed out of the said premises No: 41, Russa Road South, then Police Station Tollygunge, within municipal limits of then Calcutta Corporation) together with certain rights on the 3' 6" wide passage on the south east thereof more particularly described in the Schedule written thereto.

AND WHEREAS thereafter the said Suro Bala Saha, by an Indenture of Conveyance dated 16.01.1956 registered at the office of the District Registrar of Assurances Alipore, 24 Parganas and entered in book No: 1, Volume No: 26, Pages 61 - 69 being No: 793 for the year 1939 did grant convey and transfer unto one Samarendra Kishore Chattopadhyay, son of Uma Kishore Chattopadhyay for consideration therein mentioned **ALL THAT** piece or parcel of Revenue redeemed Land containing an area of about 2 Cottah 12 Chittack 36 Sq. Ft. being the land of premises No: 34D (formed out of the said premises No: 41, Russa Road South, then Police Station Tollygunge, within municipal limits of then Calcutta Corporation) together with certain rights on the 3' 6" wide passage on the south east thereof more particularly described in the Schedule written thereto.



[Handwritten signature]

ADDITIONAL REGISTRAR
KOLKATA
22 MAY 2014

AND WHEREAS since purchase, the said Samarendra Kishore Chattopadhyaya also known as Samarendra Kishore Chatterjee, being the lawful owner was truly entitled to and in absolute possession of his said property ALL THAT piece or parcel of Revenue redeemed Land containing an area of about 2 Gotta 12 Chitrack 36 Sq.Ft being the land of premises No. 34D (formed out of the said premises No. 41, Russa Road South, then Police Station Tollygunge, within municipal limits of then Calcutta Corporation) together with certain rights on the 3' 6" wide passage on the south east thereof and applied for and duly obtained mutation from the then Calcutta Municipal Corporation (now known as the Kolkata Municipal Corporation) being Assessee No. 1108102X3686, in his own name as the owner of premises No. 34D (formed out of the said premises No. 41, Russa Road South, being the then premises No. 10/34D, Charu Avenue, now renumbered and renamed as 34D, Charu Chandra Avenue, previous police station Tollygunge present police station Charu Market, sub registry office Alipore, Kolkata: 700033 herein after referred to as the said premises and thereafter constructed a one storey pucca building thereon over the said premises. The said premises with the one storey building thereon is more fully described in SCHEDULE "A" written hereunder and for the sake of brevity is hereinafter referred to in these presents as the said property.

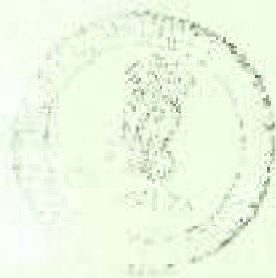
AND WHEREAS the said Samarendra Kishore Chatterjee during his lifetime had published a Will or Testament on 30.12.1992 whereby he bequeathed his said property to his eldest son, Mr. Mohan Kishore Chatterjee, who is the Owner / First Party herein, subject to the life interest of his wife Manjushree Chatterjee. In terms of the said will, after the demise of Manjushree Chatterjee, their eldest son, Mr. Mohan Kishore Chatterjee, would be the absolute owner of the said property. The said Samarendra Kishore Chatterjee had not made any provision for his youngest son Mr. Subho Kishore Chatterjee and/or his married daughter for reasons mentioned in the said will dated 30.12.1992.

AND WHEREAS the said Samarendra Kishore Chatterjee died on 17/02/1993. Thereafter his widow the said Manjushree Chatterjee died on 28/03/2005.

AND WHEREAS after the demise of the said Samarendra Kishore Chatterjee and said Manjushree Chatterjee, Probate of the Will of the said Samarendra Kishore Chatterjee was granted by the Learned Court of the District Delegate at Alipore in Act 34, Case No. 152 of 2010 wherein and from whereon the said Mr. Mohan Kishore Chatterjee, who is the Owner / First Party herein, became the lawful, absolute and undisputed owner of the said property more fully and particularly described in the SCHEDULE "A" written hereunder and Mr. Mohan Kishore Chatterjee, who is the Owner / First Party herein possesses a free clear unencumbered marketable and legally valid title to the said property and is absolutely seized with and possessed of the said property.

AND WHEREAS in the meantime the family of the said Mr. Mohan Kishore Chatterjee grew in size and with an eye to have better residential accommodation for himself and the members of his family the said Mr. Mohan Kishore Chatterjee has decided to develop his "Said Property".

AND WHEREAS the owner/First Party but due to paucity of fund and due to absence of necessary infrastructure and experience in matters of real estate development approached the Developer herein, Shapati Enterprises Private



[Handwritten signature]

ADDITIONAL REGISTRAR
OF COMPANIES, KOLKATA
22 MAY 2014

Limited, a reputed Promoter/Developer of real estate properties, to develop the said property and construct new proposed building or buildings thereon as per the Building plan/plans to be sanctioned for this purpose by the concerned authority (Kolkata Municipal Corporation).

AND WHEREAS the Developer herein, Shripathi Enterprises Private Limited, has agreed to develop the said property in accordance to the building plan to be sanctioned for this purpose by the Kolkata Municipal Corporation and construct a new building thereon as per the plan/plans to be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS consequently the Owner has agreed to grant the Developer exclusive right to develop the "Said Property" described in the Schedule "A" hereunder written and to construct a new building thereon in accordance with the building plan or plans to be sanctioned by the Kolkata Municipal Corporation and the Owner are agreeable to convey undivided proportionate indivisible and impartible share of land in respect of flats/car parking spaces/covered spaces to be erected therein in Developer's Allocation in the terms and conditions hereinafter appearing.

AND WHEREAS the Owner herein and the Developer herein has agreed to enter into this Agreement, subject to the terms and conditions mutually agreed to by and between them and as contained herein below:

NOW THIS AGREEMENT IS WITNESSETH AND IT IS HEREBY AGREED TO, CONFIRMED, ACCEPTED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE - I: THE OFFER:

- 1.1 The Owner/First Party herein agrees to get his "Said Property" whose details are mentioned in the SCHEDULE "A" written hereunder developed by the Developer/Second Party herein and the Developer agrees to develop the "Said Property" of the Owner herein subject to the terms and conditions contained herein.

ARTICLE - II: DEFINATIONS OF SOME TERMS CONTAINED HEREIN:

In these presents unless otherwise mentioned to the contrary or repugnant to the subject or context: -

- 2.1 **Owner:** shall mean Mr. Mahon Kishore Chatterjee, son of Late Samarendra Kishore Chatterjee and his heir/s, executors, legal representatives, administrators, assigns etc.
- 2.2 **Developer:** Shall mean the said SHRIPATHI ENTERPRISES PRIVATE LIMITED, a Private Company Limited by shares incorporated under the Companies Act 1956 having its registered Office at 31/C, Sunderban Lane, Kolkata: 700025, Police Station: Tollygunge, and its successors-in-office, assign, administrators and/or legal representatives.
- 2.3 **Property/"Said Property":** shall mean the "Said Property" as described in the Schedule "A" hereunder written.
- 2.4 **Building:** shall mean the building or buildings with necessary additional structure (if any) Lift-Ramp room, Night Watchman Booth etc. as will be



A handwritten signature in dark ink is located above the official stamp. The signature is stylized and appears to be a single continuous stroke.

ADDITIONAL REGISTRAR
OF ASSAULTS & MURKATA
22 MAY 2014

- constructed on the "Said Property" by the Developer herein as per the building plan or plans duly sanctioned/resanctioned/amended/extended by the concerned authorities.
- 2.5 Building Plan:** shall mean the plan or plans to be prepared or caused to be prepared by the Developer herein in accordance to this Agreement and correspondingly to be sanctioned by the Kolkata Municipal Corporation and/or any other concerned authority(s).
- 2.6 Common facilities & common Amenities:** shall mean and include the corridor, stair cases, stair well, passages common passages, corridor (if any), entrance lobby to building, landing, pump room, overhead tank, water pump with motor, final roof(s) of the building(s) and other facilities and amenities which are required for proper enjoyment, provisions, maintenance and management of the building. It is detailed in the Schedule "D" written hereunder.
- 2.7 Saleable space:** shall mean the space in the said building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 2.8 Architect:** shall mean such person or persons, association or persons, firm, company etc. to be appointed by the Developer for planning and sanctioning the building plan or plans, supervising the construction of the said proposed building and its completion thereof.
- 2.9 Transfer:** with its grammatical variation shall mean and be deemed to include transfer by possession or by any other means adopted for effecting the transfer of space under the Developer's Allocation in the proposed building to the nominee or nominees of the Developer herein.
- 2.10 Transferee:** shall mean the nominee or nominees of the Developer nominated by the Developer to the Owner to effect transfer of part or whole of the Developer's Allocation and shall mean person, firm, limited company, Association of persons to whom part or whole of the Developer's Allocation of space of the said proposed building may be transferred, i.e. in other words it shall refer to the purchaser/s of the Developer's Allocation.
- 2.11 Unit or space for occupation:** shall mean super built up space in the building available for occupation by the transferee/s.
- 2.12 Owner's Allocation:** shall mean flats and sums of money agreed to be allocated, in accordance with the provisions hereinafter stated (and detailed in Article IV written hereunder) to the Owner.
- 2.13 Developer's Allocation:** shall mean the units/portions/flats/car parking spaces/other spaces on the "Said Property" allocated in favour of the Developer herein and detailed in Article V written hereunder.
- 2.14 Flat:** shall mean the flats and/or other space or spaces intended to be built and constructed and/or constructed Net Area capable of being occupied independently together with proportionate (to the net area of the flat) imovable share in the land of the said property and proportionate (to the net area of the flat) imovable share and user's interest in the common areas and facilities described in the Schedule "D" written hereunder.
- 2.15 Garage/Car Parking space:** shall mean the space/s provided on the ground floor in the said building where purchasers/whichever of the said space can park his/her/their vehicles out through which the Purchasers will allow ingress and egress rights to other co owners of flats in the same building only when the said Car Parking Space is vacant (i.e. not occupied by any of its Purchasers'/Allottees' Vehicle/s).

2016



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSOCIATION OF...
22 MAY 2016

- 2.16 The Words Imparting Singular shall include plural and vice-versa.
- 2.17 The Words Imparting Masculine shall include feminine and neuter gender and similarly imparting feminine shall include masculine and neuter gender.

ARTICLE - III: INTERPRETATIONS:

- 3.1 In reference to a statute shall include any statutory extension or modification of such statute and any rules, regulations or orders made there under.
- 3.2 Any covenant by the Owner and/or the Developer not to act or do any thing shall be deemed to include his/hor/his/their obligation not to permit the said Act or thing to be done.
- 3.3 The paragraphs headings do not form part of this Agreement and have been given only for the sake of convenience and shall not be taken into account for the construction of the interpretation.

ARTICLE - IV: OWNER'S ALLOCATION:

- 4.1 The owner herein, shall under the Owner's Allocation herein, be and is allocated to receive the following, subject to the terms and conditions written hereinafter:
- 4.2 **FLAT(S)/APARTMENT(S):**
- (a) Accordingly as per the building plan envisaged to be sanctioned in the name of the Owner herein (with provisions for addition/alteration to the said sanctioned building plan provided however such addition/alteration will not in any way affect the Owner's Allocation as detailed herein) the Owner herein shall receive entire first floor of the proposed to be constructed "Multistorced" Building, which is to be constructed according to the building plan or plans to be sanctioned in the near future together with proportionate (according to the area of the flat/s) share on the area of the total land of the "Said Property" detailed in the SCHEDULE "A" written hereunder. The location details said flat on the first floor is detailed in the SCHEDULE "B" written hereunder to be constructed as per the specifications for same as outlined in the SCHEDULE "C" hereunder written together with proportionate (to the area of the said Flat) undivided impartible share & interest in the land described in the SCHEDULE "A" hereunder written together with proportionate impartible undivided share and users interest in the common areas, common facilities and common amenities as described in the SCHEDULE "D" hereunder written for accessing which the allottee of each Flat will have to bear proportionate (in his/hor/their share of the allotted flat area) common expenses as detailed in the SCHEDULE "E" hereunder written.
- (b) Concerning the above mentioned floor areas allocated to the owner herein (under the owner's allocation of this instant agreement) but apartments as per the envisaged plan proposed to be sanctioned the owner would receive the following self contained flats/apartments:



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES
22 MAY 2016

- (j) Flat No: 2 on the First Floor facing all four sides measuring 1,200 Sq.Ft. super built area being the only flat on that floor in the proposed new building,
- (e) The above proposed flat thus allocated to the Owner hereto under the Owner's Allocation herein is proposed to contain Two/Three Bed Rooms, One Drawing/Dining Room, One Toilet, One W.C., One Kitchen and Balcony and the Flat thus proposed to be allocated to the Owner as per these presents will be built as per the "detailed specifications" for same outlined in the SCHEDULE "C" written hereunder and according to the building plan or plans to be sanctioned in the near future (with provisions for addition/alteration to the said sanctioned building plan provided however such addition/alteration will not in any way affect the Owner's Allocation as detailed herein).

4.3 GARAGE/CAR PARKING SPACE: The Owner shall be allocated and receive one of the sanctioned car parking space(s) on the ground floor of the proposed new building whose position shall be notified by the Developer to the Owner herein on a later date.

4.4 PAYMENTS UNTO THE OWNER BY THE DEVELOPER: In addition to the above the developer shall pay unto the owner a sum of Rs. 29,00,000/- (Rupees twenty nine lakh Only) as cost of and taken in excess of the Developer's allocation which payment is to be made by the Developer as per the Schedule "B" written hereunder out of which in or before the execution of this presents The Developer herein has paid unto the said Owner herein a sum of Rs. 14,50,000/- (Rupees fourteen lakh fifty thousand only) as the first few instalments of the total consideration payable as per these and is acknowledged by the Owner concerned herein by issuing the Memo of Consideration annexed hereto and which memo is part and parcel of this instant agreement.

4.5 COVENANTS, AGREEMENTS & UNDERTAKING BY THE OWNER NOT TO CLAIM AND/OR DEMAND ANYTHING IN EXCESS OF WHAT IS EXPRESSLY WRITTEN UNDER THE OWNER'S ALLOCATION: The owner herein covenant and agrees with the Developer and undertakes irrevocably and voluntarily that apart from the above mentioned flats, car parking spaces, alternate accommodations and sums of monies as detailed in clauses 4.2 to 4.4 as above, the owner herein and/or anyone claiming through the authority of the owner herein shall neither own, demand, interfere whatsoever nor shall receive (anytime now and/or in the future under any pretext whatsoever) anything else in terms of space allocation or money or combination of the two or in any other kind measure out of the Development of the said property in accordance in terms and conditions as laid down herein in this instant agreement and the remaining spaces (other than those coming under the owner's allocation as detailed in clauses 4.2 to 4.6 as above) by whatever terminology it may be called or distinguished (and proceeds from transacting the same) shall unquestionably, unreservedly and irrevocably belong to the Developer and/or its nominee or nominees as part and parcel of the Developer's Allocation mentioned hereinafter.

4.6 FURTHER AGREEMENT ON THE DEVELOPER IRREVOCABLY GETTING ALLOCATION OF ANY ADDITIONAL FLOOR THAT



ADDITIONAL REGISTRAR
OF ASSURANCE
22 MAY 2014

MAY BE SANCTIONED OVER & ABOVE THE PROPOSED "G+3" STOREY BUILDING IN LIEU OF MONEY PAYABLE TO THE OWNER: It has been agreed between the parties hereto that if any additional floor(s) over & above the proposed "G+3" storey building is sanctioned by the concerned statutory authority then that floor(s) shall belong in its entirety to the Developer herein but the Developer shall pay unto the owner herein a non returnable sum of money @ Rs. 3,000/- per Sq.Ft for 50% of such additional space sanctioned, if any, as financial compensation for area under Owner's allocation surrendered to the Developer herein.

ARTICLE - V: DEVELOPER'S ALLOCATION:

- 5.1 The Developer shall get the remaining (i.e. after deducting the Owner's Allocation as detailed in the preceding article No. IV (as inserted in clauses 4.2 to 4.6) of the proposed building from the total built up and other areas provided for in the proposed building and in the "Said Property") portion of proposed building and the "Said Property" constructed as per the plan or plans to be sanctioned and/or further extended/amended/rectified by the concerned Authority/s including the remaining (i.e. by deducting the Owners' Allocation from the total number available in the said proposed building) flats, garages, car parking spaces, total reefs and the remaining open spaces together with proportionate undivided, impartible share or interest of land of the "said property" detailed in the SCHEDULE "A" mentioned hereinafter together with proportionate right, title, interest in the common facilities and amenities available or to be made available at the "Said Property" upon construction of said proposed building and as detailed in the SCHEDULE "D" written hereinafter for accessing which the Developer and/or its nominee(s) and/or allottees under the Developer's Allocation will have to bear the proportionate common expenses written in the SCHEDULE "B" hereunder written together with absolute right or part of the Developer to enter into Agreement for Sale, transfer, lease, rent, mortgage and/or in any way deal with the portion of the property allotted to Developer herein by virtue of this Developer's Allocation.

ARTICLE - VI: COMMENCEMENT:

- 6.1 This Agreement shall deem to have been commenced with effect from the day month and year first above written.

ARTICLE-VII: TIME LIMIT FOR COMPLETION OF THE OWNER'S ALLOCATION:

- 7.1 The Developer shall construct the building as per the plan/plans to be sanctioned by the concerned authority/s with provisions from amendment/rectification/extension to the said sanctioned plan subject to the provision that any change in the Owner's Allocation as envisaged herein must be previously approved by the Owner in writing and complete the said Owner's Allocation as written hereinabove in Article IV and further detailed in the SCHEDULE "B" hereinafter written and make



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCE
22 MAY 2014

the same timetable as per the "Detailed Specification" written in the SCHEDULE "C" mentioned hereinafter within a maximum limit of 20 months from the date of sanctioned plan delivered from the K.M.C. Building Department.

- 7.2 However it shall be the responsibility of the developer to pay the Building Plan sanction fees (including allied fees like Drainage Development fees water fees etc.) to the concerned authority and take delivery of the Sanctioned Building Plan and Permit.
- 7.3 However the time limit as mentioned just above may be extended on mutual consent and agreement of both the parties hereto.
- 7.4 However the Developer shall not be bound by any limited time frame to complete the Developer's Allocation and its commercial exploitation thereof by the Developer and the Owner herein shall not do or cause to do any thing by which or means of which the Developer can be or shall be prevented in constructing and completing the Developer's allocation of the "Said Property" and its commercial exploitation thereof by the Developer and this shall mean that whenever called upon by the Developer the Owner shall execute and or perform his obligations as mentioned elsewhere herein.
- 7.5 The Developer shall apply for & obtain Construction Completion Certificate from The Kolkata Municipal Corporation & upon the same being made available to the Developer a copy of the same will be immediately passed on to the Owner herein. However the certificate of the Architect/L.B.S. in charge of supervision certifying the completion of the said new building will suffice in the Developer declaring completion of construction of Owner's Allocation in the said building as mentioned elsewhere herein.

ARTICLE-VIII: OWNER'S RIGHTS & REPRESENTATIONS:

- 8.1 The Owner represented that he is the sole and absolute Owner of and is seized with and possessed of or otherwise sufficiently entitled to the "Said Property" and have agreed to deliver to the Developer free, peaceful, unconditional and Khas possession to the Developer simultaneously with the sanctioning of the building plan.
- 8.2 That the "Said Property" is free from all encumbrances, charges, liens, attachments, trusts, acquisitions or requisitions whatsoever or howsoever and the Owner have a free clear, inalienable, marketable title in respect of the "Said Property" and basing upon this the Owner are completely entitled to enter into this Agreement with the Developer.
- 8.3 That the Owner have not entered into any agreement for sale or transfer of whole or part of the "Said Property", save this one being executed hereby and further agrees not to do so during the subsistence of this Agreement unless the same is approved in writing by the Developer herein.



ADDITIONAL REGISTRAR
OF ASSURANCE
22 MAY 2014

- 8.4 That the Owner is yet to obtain proper mutations in his name as Owner of the land in the municipal records of the Kolkata Municipal Corporation for the said property enjoyed by him being municipal premises No: 34D, Charu Chandra Avenue, Kolkata: 700033 but has been paying his rates, taxes and outgoings due to the Kolkata Municipal Corporation as the lawful owner of the said municipal premises No: 34D, Charu Chandra Avenue, Kolkata: 700033, PS Charu Market (as detailed in Schedule "A" written hereunder) under the name of his predecessor in interest being his father the said Somarendra Kishore Chatterjee and further undertakes to get the said property written hereunder in Schedule "A" mutated by the concerned authorities.
- 8.5 Nobody except the Owner has any claim, right, title and/or demand over in respect of the "Said Property" and/or any portion thereof.
- 8.6 No notice of acquisition or requisition has been received or has been served upon the Owner nor the Owner has any knowledge of or is aware of any such notice or orders of acquisition or requisition in respect of the "Said Property" or any part thereof.
- 8.7 There is no excess vacant land at the "Said Property" within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976 and if required the Owner herein shall apply for and obtain the necessary clearance certificate from the Competent Authority appointed under the provisions of Urban Land (Ceiling & Regulations Act).
- 8.8 That there is no suit or proceeding pending in any Court of Law regarding the title in respect of the "Said Property" or any part thereof.
- 8.9 The Developer is entering into this Agreement strictly on the representations and/or assurance made and/or contained herein on the part of the Owner.

ARTICLE - IX: OWNER'S OBLIGATIONS:

- 9.1 Immediately with the execution of this Agreement the Owner will allow the developer to install and fix a Board on the said land and premises and the Developer shall be also eligible to publish advertisement inviting offers for acquiring dwelling flats and/or units comprised in the said multi-storied building under the Developer's Allocation to be constructed on the said land and premises, but the Owner will not charge any rent or occupation charges for fixing board at the said land and premises nor raise any objection to the same.
- 9.2 Immediately with the execution of this Agreement the owner shall strive to effect mutation of the said property being Premises No: 34D, Charu Chandra Avenue, Kolkata 700033 (as detailed in Schedule "A" written hereunder) from the concerned municipal authorities and to sign and execute any such papers documents instruments that may be required in this regard.



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 MAY 2014

- 9.3 To sign execute and register a boundary declaration of the said property if required by the developer as prepared by the Developer and/or his advocate at the cost of the Developer.
- 9.4 The Owner hereby agrees that the Developer shall prepare or caused to be prepared of the building plan/s to be sanctioned by the concerned authority/s and/or shall prepare all such further necessary plans, documents etc (if any required) and submit the same to the appropriate authorities being the Kolkata Municipal Corporation or any other authorities concerned to obtain approval of the said Corporation or any other agency, Government body or statutory authority that may be required to obtain the said sanction of the said plan which shall contain the Owner's Allocation as detailed hereinbefore and the Owner further agree to facilitate the completion of the construction of the said proposed multi-storied building as per the sanctioned building plan or plans.
- 9.5 The Owner hereby agrees that whatever called upon, the Owner shall sign all plans, papers and documents and affirm all affidavits and sign and make any declaration or execute or cause to be done all acts, deeds and things that may be called for and may be necessary in connection with and/or relating to and/or any way required for obtaining sanction or approval or further sanction, extension, amendment of the said building plan by the Kolkata Municipal Corporation or any other authority and thereafter construction of the multi-storied building subject to its extent of legality.
- 9.6 The Owner shall handover to the Developer free peaceful unconditional and Khas possession to the Developer upon sanctioning of the building plan who (i.e. the Developer) then shall have the exclusive right and authority to dismantle the existing structure thereon and sell the debris and salvaged items to any purchaser(s) of their choice and keep such sale proceeds with themselves without any interference claim demand whatsoever from the owner herein and/or anyone claiming through the authority of the owner.
- 9.7 The Owner shall answer and comply with all requisitions of the Developer and the Developer's and/or its nominee(s) Advocate(s) as be required in connection therewith.
- 9.8 The Owner hereby agrees to sell, transfer, grant, convey, assure and assign unto the Developer and/or its nominee or nominees the said undivided share of land in proportion to the Developer's Allocation and as a consideration against this, the Owner agree to receive the apparent consideration mentioned in Article XI written hereinafter.
- 9.9 The Owner hereby authorises the Developer to enter into separate agreement/s for sale of the undivided proportionate interest in the said land with the nominee or nominees of the Developer who may be nominated by the Developer to the Owner in respect of the said undivided share or interest in the said land under the Developer's Allocation intended to be sold by the Developer to the nominee or nominees of the Developer (i.e. in other words proposed purchaser(s) of the Developer's Allocation in the building and land of the "Said




ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 MAY 2014

Property"). The Owner shall execute the corresponding Deed or Deeds of conveyance in respect of the undivided proportionate share or interest of the land under the Developer's Allocation as per the Developer's call upon the Owner and register the same at the cost of the said nominees of the Developer.

9.10 The Owner hereby agrees that all Agreement/s mentioned in the last preceding clause relating to the "Agreement for Sale" to be entered into with the nominee or nominees of the Developer shall be signed by the Owner if required at the costs of the Developer, either as a Vendor and/or as Confirming party subject to its complete legality only in respect of the Developer's Allocation.

9.11 In the event for any reason triggered by any willful act of the Owner herein or for any act of default of the Owner herein the scheme as envisaged hereby and the terms of this Agreement cannot be executed, in that event the Owner shall refund to the Developer all sums of money that the Developer may have incurred towards developing the "Said Property" till that day together with interest @ 24% per annum and liquidated damages. The Developer shall retain possession of the said premises in whatsoever state or condition the said premises may be until all such payment due and payable by the Owner to the Developer under this clause or payable under any other clause herein has been paid by the Owner to the Developer.

9.12 The Owner shall be liable to pay all outgoing including rent, taxes and or any sums of money that may be payable in respect of the said land/or premises to the Government or any other Authorities, Local Bodies, K.M.C. etc. up to the date of handover of Keys and peaceful possession of the "Said Property" to the Developer herein as per this Agreement and thereafter all such taxes shall be paid by the Developer till such a time when the Owner's Allocation is handed over to the Owner herein.

9.13 The Owner do hereby further assure and confirms the Developer that the Owner shall not deal with or transfer their interest as Owner of land in the "Said Property" in general and the Developer's Allocation in particular or any part thereof to any person/s who are not nominated by Developer and the Owner shall only enter into Agreement for Sale in respect of the "Said Property" pertaining to the Developer's Allocation with the intending purchaser or purchasers or transferee/s nominated by the Developer and the Owner shall execute and register the proper Deeds of Conveyances in favour of either the Developer or person/s nominated by the Developer and the Owner by themselves shall not procure any person/s as the purchaser or purchasers of the "Said Property" in general and the Developer's Allocation in particular. However the cost of preparing, executing and registering (if registered) any such Agreement/s for Sale and/or corresponding conveyances as mentioned herein in this clause relating to part/or whole of the Developer's Allocation herein shall be borne by the Developer and/or its nominee/s) only and the Owner shall have no liability in this regard but the Owner shall have every right to transfer its (i.e. the Owner's) Allocation to any person of her (the Owner) choice at her suit/air (it) except that the Owner shall not dilute her rights and authority as Owner of the "Said Property"



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 MAY 2014

before the Developer has completed the commercial exploitation of the Developer's Allocation in terms of this Agreement and this includes that the Owner herein shall not assign her rights as rights and authority as Owner of the "Said Property" during the subsistence of this Agreement.

- 9.14 The Owner herein further agrees with the Developer that during the period of subsistence of this Agreement including planning and sanctioning of the building plan of the proposed new building, construction of the proposed new building, its completion thereof and its commercial exploitation thereof in terms of this agreement by the Developer herein, the Owner herein shall not do any/are cause to do or be done anything related to Developer's part of the construction and the Developer's allocation in particular like transfer, sale, mortgage, create charge, lien, lienspendences in anyway whatsoever, rent, sublet and/or otherwise do any thing by means of which the rights available to them (Owner) as Owner of the land may be compromised in any fashion whatsoever only in respect of Developer's allocation. However such covenant by the Owner as mentioned herein in this clause shall not constitute as a constrain in the Owner dealing with the Owner's Allocation in any fashion she may deem fit and is legally permitted so long as such a dealing/s by the Owner regarding the Owner's Allocation do not dilute the rights available to the Owner herein as Owner of the land / "Said Property" vis-à-vis in dealing with the Developer's Allocation as and when called upon by the Developer to do so.
- 9.15 The Owner herein hereby agrees and covenant with the developer herein not do any act deed or thing whereby the Developer shall be prevented from planning constructing and completing the said proposed new building and/or do any other work relating to the said building nor to cause any interference or hindrance in the matter of construction lawfully made and doing any other lawful work in respect of the said building at the said premises by the developer herein subject to the developer complying with and/or acting in consonance with the terms and conditions as contained in this Agreement subject to the Force Majeure clause contained hereinafter.
- 9.16 The Owner hereby agrees and covenant with the developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's Allocation situated in the building or of the "Said Property", subject to the Developer complying with the terms and conditions of this Agreement.

ARTICLE - X: DEVELOPER'S RIGHTS AND RESPONSIBILITIES:

- 10.1 The Owner hereby grants to what have been stated hereinafter the exclusive right to the Developer to plan, build, construct, erect & complete the proposed building after obtaining necessary sanction or sanctions from the appropriate authorities as per their rules and regulations with or without amendment and/or modification caused by the Developer in accordance with the rules of the said authorities.
- 10.2 That the Developer after consultation with the Owner shall be entitled to prepare modify said after the plan as per Kolkata Municipal Corporation's



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 MAY 2014

rules and/or bye-laws and submit the same to the appropriate authorities in the name of the Owner and at the developer's cost to get the same sanctioned and the developer shall further pay and bear all fees including the architect's fees, charges, expenses required to be paid and/or deposited for obtaining such approval from the said Authority and provided however the construction of the said building on the property shall be done exclusively by the Developer through either their own resources or through their appointed contractor/s who may be appointed in consonance with this agreement and they (the developer) will be entitled to all refunds of the payments and/or deposits made by the Developer. However the Owner shall sign execute all necessary papers and documents whenever required to be obtained for such approval for construction of the proposed building.

10.3 The Owner agrees that the Developer shall have the exclusive authority to appoint architect or architects of the choice of the developer in respect of the planning, sanctioning, supervising construction upto completion and obtaining occupancy/completion certificate of the said proposed multi-storied building.

10.4 The Developer shall be entitled to raise loans at their own risk from any National Banks, recognised Financial Institution and/or from the market for the development of the said land and for construction of the said multi-storied building without creating any financial liability upon the Owner herein and the Owner herein shall always be indemnified thereof.

10.5 The parties hereby agree that in the event the Developer chooses to sell part or whole of the constructed area under the Developer's Allocation being flats and/or units in the said proposed multi-storied building subsequent to the construction of the said multi-storied building and/or during or before the period of construction of the said multi-storied building the Developer shall be entitled to enter into one or more than one Agreement/s with the nominee/s of the Developer to sell the Flats, Car Parking spaces, units etc. together with proportionate share of land and common areas and utilities under the Developer's Allocation in the said multi-storied building and the Owner agrees to join in those Agreement/s for Sale as confirming party so as to facilitate the subsequent transfer of proportionate land area to the Developer or their nominee/s during the execution of the corresponding conveyance subject to the other terms and conditions in these presents.

10.6 The parties hereto agree that in the event any of the intending purchaser nominated by the Developer makes default and loses his right to acquire undivided proportionate share of land (together with the flat and/or unit proposed to be purchased by the said purchaser/s) then the Developer shall be entitled to enter into further Agreement with other nominee or nominees in respect of the said undivided portion of the land (together with the said Flat and/or unit proposed to be purchased by the said defaulting purchaser) being the subject matter of the Agreement which the Developer may have entered into previously and which may stand terminated on account of default of the said intending purchaser and/or nominee or nominees of the said Developer.



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 MAY 2014

- 10.7 The Developer shall have deed/s of conveyance executed in respect of the said undivided proportionate share of the said land sold conveyed and transferred either to the Developer and/or to the nominee or nominees of the Developer in respect of the undivided proportionate share in the said land together with constructed areas being flats, car parking space and/or units under the Developer's Allocation only as and when the Developer on its absolute discretion, may think fit and proper and the Owner agrees to join in such deed/s as Vendor of the land.
- 10.8 The Owner hereby agrees that the Developer shall be entitled to enter into all other Agreement(s) that the Developer may think fit just and expedient for the purpose of construction of the said multi-storied building either on their own behalf or on behalf of the nominee or nominees that may be nominated by the Developer in accordance with the terms and conditions of this Agreement and by virtue of the power hereby granted by the Owner to the Developer.
- 10.9 That after completion of the said building including the said Owner's Allocation as written hereinbefore and detailed in the SCHEDULE "B" hereunder written as per the specifications mentioned in the SCHEDULE "C" hereunder and after handing over of the Owner's Allocation of the building by the developer to the Owner in terms of this agreement the Developer shall be responsible and/or liable for any defect in any item of works or construction of the said floor area under the Owner's Allocation for a period of 1 year only from the date of issue of intimation of completion of construction of the Owner's Allocation (as verified/certified by the Architect in charge of the project).
- 10.10 The Developer shall be entitled to assign all its right title and interest of this Agreement as per the terms and conditions contained in this Agreement only to any nominee or nominees of the Developer (i.e. purchaser/s) of the Developer's Allocation at any time during the subsistence of this Agreement.
- 10.11 The parties hereto hereby agree that the Developer shall be entitled to take all steps and/or decisions relating to the management of the said proposed multi-storied building immediately upon its completion hereof.

ARTICLE - XI: APPARENT CONSIDERATION:

- 11.1 In consideration of the Owner having agreed to permit the Developer for development of the "Said Property" and commercially exploit the Developer's allocation of the "Said Property" as per these presents the Developer agrees as follows :
- a) At their own cost (of the Developer) to prepare or caused to be prepared of the building plan which shall include the Owner's Allocation as written hereinbefore with provisions for addition alteration in the said plan without altering (if not so permitted in writing by the Owner) the portion allocated to the Owner by virtue of the said Owner's Allocation as mentioned hereinbefore; get the said building plan or plans duly sanctioned and/or approved by the concerned authorities and bear all



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 MAY 2014

- costs, charges and ancillary towards the sanctioning process including costs of the Architects and/or other persons to be appointed by the Developer in planning and corresponding sanctioning of the said plans and/or altering and or getting the said altered plan/s sanctioned as per provisions contained herein as well as according to the laws of the sanctioning authorities.
- b) To pay all costs of supervision of the development, construction and completion of the said proposed building in particular and the "Said Property" in general including the Owner's Allocation of the said proposed building together with common areas/amenities/facilities in the said proposed building and in the "Said Property".
 - c) To bear all costs, charges and expenses for development of the "Said Property" including construction and completing the said proposed building on the "Said Property" including the portion under the Owner's Allocation which will be completed within the time period stipulated hereinbefore.
 - d) To pay the Owner Rs. 29,00,000/- (Rupees twenty nine lakhs only) as full consideration of the land taken in excess of the developer's share.

11.2 All such payments as may be made by the Developer to the Owner during the tenure of these presents as per these presents and/or all such costs of development of the "Said Property" as to be so incurred by the Developer on behalf of the Owner as stated immediately hereinbefore shall be deemed to be payment towards the consideration herein and would discharge the Developer towards payment of the consideration once the construction of the Owner's Allocation is completed and handed over to the Owner herein in habitable condition in addition to the payment to be made by the Developer herein to the Owner herein as detailed in the Owner's Allocation (Article IV) portion of this Agreement and which payment is to be acknowledged by the Owner herein in due course upon receiving the same. The certificate of Architect so appointed regarding the completion of construction, its habitability and the costs of construction of the same should be final and binding upon the parties herein. However the Owner with respect to his own personal dealings shall not be bound by the valuation of the said Architect.

ARTICLE-XII: POWER OF ATTORNEY:

12.1 Together with the execution of these presents the Owner herein shall grant in favour of the Developer and/or its representative or its nominee or nominees a Power of Attorney to enable the Developer to smoothly execute the terms and conditions contained herein including planning the proposed building, get the same plan sanctioned and/or modified and/or extended from the Kolkata Municipal Corporation and/or any other statutory body/s; construct and complete the building for the purpose mentioned in and in accordance to the sanctioned building plan/s and permit/s; apply for and obtain the necessary completion certificate from concerned authorities; apply for and obtain construction water, permanent common electric meter (& connection), drainage, roads etc. connections from the concerned authorities; apply for and obtain licenses/permits/sanctions for developing/promotions the property in general and constructing, completing the building and its commercial exploitation thereof by the Developer as per the terms and conditions



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 MAY 2014

mentioned herein in particular; to sell the Developer's Allocation of the proposed building including entering into agreement(s) for Sale (whether registered or not) with interested purchaser(s) of the flats and/or units under the Developer's Allocation and also to accept the earnest money and/or consideration money thereof and also accept, execute and duly register the corresponding Deed/s of conveyance/s including the proportionate share and interest of the land in favour of the prospective purchaser(s) of the Developer's Allocation. The Owner herein further agree to execute all such additional Power/s and/or other instruments in favour of the Developer as and when the Developer deem fit to obtain the same so as to facilitate the smooth execution of the terms and conditions mentioned herein in these presents.

ARTICLE-XIII: TITLE DEEDS:

- 13.1 All Original Title Deeds, papers, certificates, receipts, documents in respect of the "Said Property" during the continuation and/or subsistence of the Agreement shall be kept with the Developer against proper writing and which shall be handed over to the Apartment Owners Association in the said proposed new building (after its formation) after completion of this project as per these presents.

ARTICLE-XIV: BUILDING:

- 14.1 The Developer shall at its own cost construct, erect and complete the said proposed building and common facilities and amenities at the "Said Property" in accordance to the plan or plans to be sanctioned or in accordance to such further plans that may be prepared by the Developer after obtaining necessary approval from the concerned authority with standard materials as may be specified by the Architect from time to time.
- 14.2 The decision of the Architect regarding the quality of materials used shall be final and in case of any defect in materials supplied the architect who certified the same shall be responsible.

ARTICLE: XV: SPACE ALLOCATION:

- 15.1 That on completion of the Owner's Allocation of the said building and being informed by the Developer about the same in writing the Owner herein shall take possession of the Owner's Allocation of the proposed building together with its rights in common facilities and common areas as specified hereinbefore subject to provisions of Clause No. 19.7 as above. Though the time period for constructing and delivering the Owner's Allocation has already been stipulated hereinbefore, however the said delivery of the Owner's Allocation shall not be constituted as a constraining factor for performing all the obligations contained herein by both the parties hereto.
- 15.2 The Owner shall however be entitled to transfer or otherwise deal with his allocation or portion thereof as permitted under laws of the land during and/or after construction of the proposed new building independently without disturbing the terms and conditions and true



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 MAY 2014

letter and spirit of this Agreement again subject to the provisions of Clause No: 15.7 as above.

- 15.3** The Developer shall be exclusively entitled to its allocation with exclusive right to transfer or to deal with it or dispose of the same or enjoy the same as Owner of whole or portion of the said Developer's allocation (after executing proper deed of conveyance in favour of the Developer or its nominee by the Owner herein as per these presents) without any right claim or demand or interest whatsoever of the Owner or any body claiming through under them and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession with regard to the Developer's Allocation and no other consent shall be required for the same as this Agreement in itself be deemed to be the consent of the Owner in this regard provided however that the Developer and or its nominee(s) mentioned in the sanctioned building plan/s and permit/s.
- 15.4** In so far as necessary all dealings by the Developer in respect of the said land and the said building shall be in the name of the Owner as the case may be and for which the Owner undertake to give the Developer or their nominee or nominees Power of Attorney in such form and such manner as may be reasonably required by the Developer for construction of the proposed building and such Power of Attorney shall remain in force until completion of the proposed building and full commercial exploitation of the Developer's Allocation of the "Said Property" by the Developer as per the terms and conditions set forth herein. It is being understood however that such dealings shall not in any manner lessen or create any financial liability upon the Owner of the "Said Property".

ARTICLE XVI: COMMON EXPENSES:

- 16.1** The Developer shall pay and bear all property taxes and other dues, outgoings in respect of the "Said Property" accruing and due to from the date of handing over the possession of the "Said Property" by the Owner to the Developer for such a time when the Owner's Allocation is not handed over to the Owner as per these presents.
- 16.2** As soon as the Owner's Allocation of said proposed building is completed the developer shall give written notice to the Owner herein requiring the Owner to take possession of the Owners Allocation as mentioned hereinbefore. Within 15 days of receiving such possession notice the Owner and or their men or parties holding any portion of the building under the Owner's Allocation shall be responsible for payment of Municipal and Property tax, dues, duties and other public outgoings and other impositions whatsoever for the portion of the proposed building commonly known and/or specially mentioned hereinabove as Owner's Allocation provided that the Developer has fully complied with the terms mentioned in the Schedule "A".
- 16.3** Thereafter the Owner and the Developer and/or Nominee/Nominees of the Developer shall pay their respective portion of the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the developer and both the parties hereto shall keep each other indemnified against all claims, sanctions,



A handwritten signature in dark ink is located in the lower-right area of the page. The signature is a cursive scribble that is not clearly legible.

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 MAY 2014

demand, costs, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent to upon a default by the Owner and/or the Developer in this regard).

- 16.4** As and from the date of service of notice of intimation of completion certificate of the Owner's Allocation inviting the Owner to take possession of the Owner's Allocation (subject to the provisions of Clause 9.17 as above), the Owner and/or person/s in ownership or occupation of Owner's Allocation or portion thereof shall be responsible to pay and bear (provided the Owner's Allocation is complete as per Schedule as mentioned hereinafter) and shall forthwith pay on demand to the Developer and/or the nominee or nominees of the Developer the proportionate service charges for the common facilities in the said building (as described in the SCHEDULE "D" hereunder written) payable in respect of the Owner's Allocation and the said charges to include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light sanction, repair and renewal charges for bill collection and management of the common facilities renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical equipment, switch gear, transformers, generators, pumps, motors and other electrical and mechanical installations, applications and equipments, stairways, corridors, pathways and other common facilities whatsoever as may be mutually agreed in writing from time to time provided that if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular usage and/or in the accommodation in the Owner's Allocation or any part thereof or any additional maintenance or repair is required by virtue thereof the Owner herein and/or person in occupation thereof shall be exclusively liable to pay and bear the additional premium and/or maintenance and/or repair charges as the case may be.

- 16.5** Any transfer of any part of the Owner's Allocation in the proposed new building shall be subject to the provisions herein and the Owner shall not thereafter be responsible in respect of the space transferred to pay the said rates in respect of the portions thus transferred.

ARTICLE XVII - COMMON RESTRICTIONS:

- 17.1** The Owner's Allocation in the building shall be subject to the same restriction on transfer and use as applicable to the Developer's Allocation in the said building.
- 17.2** Neither of the parties shall transfer, convey, let out mortgage, grant lease in respect of their respective allocation unless
- a) Such party/s shall have observed and performed all terms and conditions in his or its or their respective part to be observed and performed.
 - b) The proposed transferee shall have to give a written undertaking to be bound by the terms and conditions hereof and duly and promptly pay all and whatsoever amount shall be payable in relation to the area in his/her/their/its possession.



ADDITIONAL REGISTRAR
OF ASSURANCES-1, KOLKATA
22 MAY 2014

- 17.3 Both parties i.e. the Owner & the Developer and/or their respective transferee/s (if any) shall abide by all laws, bye-laws, rules and restrictions as may be imposed by the Govt. local bodies as the case may be and shall stand to answer and be responsible for any deviation, violation and/or breach of any/one of the said laws, bye laws, rules and regulations.
- 17.4 The allottee or allottees shall keep the interiors and walls of his/her/their/its respective allotment or allotments clean and harmless and also sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in good working conditions and repair and in particular not to cause any damage to the said building or any part thereof or other space or accommodation therein and shall keep other occupiers of the building indemnified from and against any consequences of any breach.
- 17.5 Neither party shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the building or any part thereof and shall keep the occupiers thereof safe, harmless and indemnified from and against the consequences of any breach.
- 17.6 Neither party shall be allowed to deviate from or cause to be deviated of the said sanctioned building plan, or plans including outside and/or exterior finish and facts of the building as done in accordance to the sanctioned building plan or plans or working drawings as supplied by the Architect.
- 17.7 Neither party shall use or permitted to be used of his/her/its/their respective allocation in the said building for carrying on any illegal and/or immoral trade or activity.
- 17.8 Neither party shall throw or accumulate any rubbish or refuse or permit the same to be thrown in or about the building or in the compound.
- 17.9 Both the parties shall respect each other's allocation and shall be allowed peaceful occupation and use of their respective allocations as per these presents and in accordance to law.
- 17.10 The Owner or their nominee or nominees shall permit the developer and/or nominee or nominees and its/their servants with or without workmen at all reasonable time with prior notice to enter into upon the Owner's Allocation and every part thereof for the purpose of maintenance and/or repairing or for any work in the building/ premises.

ARTICLE - XVIII: OWNER'S INDEMNITY:

- 18.1 The Owner or anybody claiming through him hereby undertakes that the Developer and/or nominee/nominees shall be entitled to their allocation and shall enjoy the said allocation without any interference and/or disturbance provided that the Developer performs and fulfils all the terms and conditions herein stipulated and on its part to be observed and performed.



ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
22 MAY 2014

ARTICLE - XIX: DEVELOPER'S INDEMNITY:

- 19.1 The Developer hereby undertakes to keep the Owner herein indemnified against all third party claim and actions arising out of any act or commission of the Developer or any accident, death of the labour engaged by the Developer in or relating to the construction of the said building.
- 19.2 The Developer hereby undertakes to keep the Owner indemnified against all actions, suit costs, proceedings and claims that may arise out of the developer's actions with regard to the Development of the "Said Property" and/or in the manner of construction of the said building and/or for any defect therein.

ARTICLE - XX: PROVISION FOR RECOVERY OF LOSS BY DEVELOPER & OWNER:

- 20.1 That should the Owner fail to execute any Deed or Bonds or fail to comply with any of the terms and conditions of this agreement as stipulated herein; in that event the Developer shall be entitled to sue for specific performance of this Agreement and also be able to recover all losses and damages that the Developer may have suffered from the Owner herein.
- 20.2 That in the event the Developer fails and/or neglects to observe and perform the terms and conditions and stipulation contained in this Agreement or commits any default of this Agreement, the Owner shall then be entitled to sue for specific performance of this Agreement. That the Owner's Allocation of the said building shall be completed within the time period mentioned hereinbefore in default of which the Developer shall be liable to pay damages to the Owner at the rate of Rs. 10,000/- per month for the time period the said Owner's Allocation is not completed.

ARTICLE - XXI: FORCE MAJEURE:

- 21.1 The parties herein shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force Majeure and shall be suspended from the obligation during the duration of the Force-Majeure.
- 21.2 Force Majeure shall mean flood, earthquake, riot any litigation (civil or criminal), war, cyclonic storm, tempest, civil commotion, strike, lock out and/or other act or commission beyond control of the parties hereto but shall not include petty strikes and commotions normal to the city of Kolkata.

ARTICLE - XXII: ARBITRATION:

- 22.1 In case of any dispute or question arising between the parties hereto with regard to this agreement and/or its interpretation thereof and/or anything arising out of the provisions or done in pursuance thereof and/or work relating thereto shall be referred to the arbitrator in



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCE, KOLKATA
22 MAY 2014

accordance with the Arbitration & Conciliation Act, 1996. The First Party shall name an arbitrator and the Second shall name their arbitrator. The two arbitrators so appointed shall nominate the presiding arbitrator. The Arbitrator shall have the right to proceed summarily and to make interim award which shall be binding on the parties hereto. The Venue of the arbitration shall be at Kolkata only. In any case all disputes shall be referred to Kolkata Jurisdiction only.

ARTICLE XXIII - MISCELLANEOUS:

- 23.1** The Owner and the Developer entered into this Agreement purely on a principal to principal basis and nothing contained herein shall be deemed to construct as a partnership between the Developer and the Owner or as a joint venture or joint adventure between the parties hereto in any manner nor shall the parties hereto constitute as an Association of persons. Each party shall keep the other party indemnified from and against the same.
- 23.2** It is understood that from time to time to facilitate the developing of "Said Property" including construction of the proposed building by the Developer, various deeds, matters and things not specified herein may be required to done by the Developer for which the Developer may need the authority of the Owner and/or various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner undertake to do all such acts, deeds, matters and things that may be reasonable required & legally permitted to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorization as may be required by the Developer for the above referred purpose/s and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe on the rights and allocation of the Owner as specified herein nor do they go against the spirit of this agreement and common law. Further after completion of the work for which the Owner executed power, deed or things would be of no effect after completion of the said work.
- 23.3** Any notice required to be given by the either party hereto shall without prejudice to any other mode of service available, be deemed to have been served on the other party herein if delivered by hand and duly acknowledged or sent by the prepaid registered post or India Speed Post service with acknowledgement due to the respective address of either of the party/s concerned written at the beginning of this document and be deemed to have been served on the said party.
- 23.4** The Developer shall frame scheme for management and administration of the said building and/or common parts thereof and the parties hereby agree to abide by the rules and regulations of Management/Society/Association when and if formed and hereby give consent to share by the same provided the share of property allotted to the Owner by this Agreement, not be impaired in any way.

AND THE C



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 MAY 2014

- 23.5 Nothing in these presents shall be considered as a demise and assignment or transfer or conveyance in law by the Owner of the "Said Property" or any part thereof to the Developer or creation of any right title interest in respect thereof unto the Developer other than the exclusive right to the Developer for development of the "Said Property" and exploitation of the same commercially in terms hereof and to deal with the Developer's Allocation as detailed hereinafter in the manner and subject to the terms and conditions herein provided.
- 23.6 This instant Agreement can be cancelled only as per provisions for same set forth in these presents and under no circumstances can any one party hereto unilaterally cancel the same unless such cancellation is made according to the terms and conditions set forth herein. However upon completion of the proposed building together with its full commercial exploitation thereof by the Developer according to the terms & conditions set forth herein and observance and honouring of all the terms and conditions of this Agreement including mutual performance of duties and obligations required of both the parties herein, the parties herein shall be discharged and/or relieved of their mutual responsibilities and the corresponding Power/s of Attorney given by the Owner herein to the Developer herein and/or its nominee or nominees and/or representative shall then automatically stand revoked.
- 23.7 In the unfortunate incident of the demise of any one or more of the party or parties to this agreement, this Agreement shall continue uninterrupted unhindered and unobstructed till meeting this Agreement's logical conclusion of completion of the said proposed building, its commercial exploitation thereof by the Developer and completing the Owner's Allocation and handing over the same to the Owner herein and/or her representative/s in terms of this Agreement. The heir/s and/or successor/s and/or the agent/s and/or representative/s of the demised party or parties shall sign and/or execute all such further Agreements, consents, deeds, indentures, powers etc. as may legally be or otherwise necessary by the surviving parties to this Agreement in order to ensure this Agreement's uninterrupted continuity in terms of this Agreement.

**THE SCHEDULE "A" REFERRED TO ABOVE:
(SCHEDULE OF LAND/PREMISES)**

ALL THAT the pieces or parcels of Revenue redeemed Land containing an area of about 2 Cottah 12 Chittack 36 Sq.Ft or a little more or less with a one storied brick built messuage tenement hereditament and dwelling house thereon measuring more or less 1406 Sq.Ft built up area, situate lying at and being municipal premises number 34D, Charu Chandra Avenue, previously known as the then premises No: 13/34D, Charu Avenue which was originally created and known as premises 34D, formed out of the premises No: 11, Russa Road South, then Police Station Tollygunge, within municipal limits of then Calcutta Corporation, together with certain rights on the 3' 6" wide passage on the south east thereof, being KMC Assesse No: 113810200586, present police station Charu Marke, sub registry office Alipore, Kolkata: 700033 falling under the municipal limits of the Kolkata Municipal Corporation ward No: 81, being buttressed and bounded in the following manner:



ADDITIONAL REGISTRAR
OF ASSURANCES - KOLKATA
22 MAY 2014

ON THE NORTH BY: Partly by plot No: 62/3A Tollygunge Road and partly by plot No: 35 Charu Chandra Avenue;
ON THE SOUTH BY: Partly by 35' wide passage and partly by plot No: 34C Tollygunge Road & Partly by plot No: 34C/1 Charu Chandra Avenue;
ON THE EAST BY: Plot No: 34B, Charu Chandra Avenue;
ON THE WEST BY: Tollygunge Road.

THE SCHEDULE "B" REFERRED TO ABOVE:
(SCHEDULE OF FLAT/S & CAR PARKING SPACE/S ALLOTTED TO THE OWNER UNDER THE "OWNER'S ALLOCATION" DETAILED HEREINBEFORE)

ALL THAT the one flat on First Floor of the proposed to be constructed "Multi-storyed" Building which is to be constructed according to the building plan or plans to be sanctioned in the near future together with proportionate (according to the area of the flat) share on the area of the total land of the "Said Property" detailed in the SCHEDULE "A" written hereinabove. The said flats on the second and third floor is to be constructed as per the specifications for same as outlined in the SCHEDULE "C" hereunder written together with proportionate (to the area of the said Flat) undivided impartible share & interest in the land described in the SCHEDULE "A" hereinabove written together with proportionate impartible undivided share and users interest in the common areas, common facilities and common amenities as described in the SCHEDULE "D" hereunder written for accessing which the allottee of each flat will have to bear proportionate (to his/har/their share of the allotted flat area) common expenses as detailed in the SCHEDULE "E" hereunder written. Converting the above mentioned floor areas allotted to the owner herein (under the owner's allocation of this instant agreement) into apartments as per the envisaged plan proposed to be sanctioned the owner would receive the following self contained flats/apartments:

- (i) Flat No: 2 on the First Floor facing all four sides measuring 1,265 Sq.Ft. super built area being the only flat on that floor in the proposed new building.

Each of the above mentioned self contained flats/apartments/tanements is proposed to be containing within itself minimum Two/Three Bedrooms, One Drawing & Dining, One Toilet, One Water Closet (W.C.), One Balcony and One Kitchen/muntry together with impartible proportionate (to area of flat) undivided share or interest in the land mentioned in the SCHEDULE "A" hereinbefore written together with impartible proportionate undivided share and user's interest in the common areas amenities and facilities mentioned in the SCHEDULE "D" hereunder written and to be lying and situated at the proposed new building to be built as per the envisaged plan proposed to be sanctioned and situated at the land of the "said property" detailed in Schedule "A" Plot D as written hereinbefore.

TOGETHER WITH one of the sanctioned car parking space(s) on the ground floor of the proposed new building whose position shall be notified by the Developer to the Owner herein on a later date.



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES-1, KOLKATA
22 MAY 2014

THE SCHEDULE "C" REFERRED TO ABOVE:
(DETAILED SPECIFICATION OF CONSTRUCTION OF FLAT & CAR
PARKING SPACES AS ALLOTTED TO THE OWNER HEREIN BY VIRTUE OF
THE "OWNER'S ALLOCATION" REFERRED TO HEREINBEFORE)

- I. **GENERAL:**
01. **CONSTRUCTION** (general): Structure will be of R.C.C. Columns and beams with 8" outside brick wall and 3" and 5" thick partition Brick Wall with Cement Plaster as per K.M.C. guidelines.
02. **WATER ARRANGEMENTS:** Municipal Corporation Water supply. An underground Reservoir will be provided to store Corporation Water. Overhead Tank will be provided and a pump to be placed at a suitable position in the proposed building shall lift water from Reservoir.
03. **DRAINAGE:** Outside of the Building: The Sewers of the Building will be connected to the Kolkata Municipal Corporation Drainage Connection after obtaining necessary permission for the same from the K.M.C. Inside the building: The drainage will be as per K.M.C. sanctioned drainage plan.
- II. **FLATS:**
01. **FLOORING:** Vitrified tiles or equivalent type Rectified quality Floor Tiled flooring in living/dining, Bed Rooms, Veranda, kitchen, toilet & W.C.
02. **WALL FINISH:** Inside: Plaster of Paris on Cement Plaster. Outside: Cement based paint of colour as chosen by the Developer and/or its Architect.
03. **KITCHEN:** Granite Cooking Platform, One stainless steel Sink with One Water Tap.
04. **TOILETS:** The Toilets will have European type White Porcelain Commode, P.V.C. White low down Cistern, Commode Seat, One White Porcelain Wash Basin with Chromium plated Water Tap, One Shower, chromium plated Stop cock, Bidcock, white Ceramic Glazed Tiles in wall (Dado) up to lintel level.
05. **W.C. (if any):** Will have One European type white coloured porcelain commode, One PVC (white) L.D. Cistern and One Tap, and White Ceramic Glazed Tiles in Wall (Dado) up to lintel level.
06. **DOORS:**
- I. **FRAMES:** Main Entrance Door Frame will be 4" x 2" section hard wood type, Bathroom, Bedroom, Kitchen, Veranda, and W.C. Frames will 3" x 2" hard Wood section.
 - II. **SHUTTERS:** All Doors shutters will be minimum 32mm thick Flush Door with Commercial Plywood face on both side painted with enamel Paints. Bathroom and Veranda doors will be of Phenol formaldehyde resin bonded hot pressed, commercial faced flush door or PVC doors. All main doors and Bedrooms will have minimum 2'-6" opening. All Main Doors will have door eyes, Hasp bolt, Handle, Stopper & Buffer. Other doors will have tower bolt, handle, stopper & buffer only.
07. **WINDOWS:** Windows will be of anodised Aluminium and glass panel. Each panel will be supplied with one stay and one handle.
08. **STAIR CASE:** Grey silt mosaic flooring or any better quality flush tile (Use of approved quality stones) as per choice of the Developer and/or the Architect. The Owner shall have no say in this respect.
09. **ELECTRIC:** Concealed type, Modular Switches, Two light points, one Fan point and 5 Amp. Plug point in Bedrooms; two light points, two fan points, one Fan point in Drawing/Dining; One light point each in



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 MAY 2014

- Kitchen, Toilet & W.C.(if any). One fridge & One TV point in Drawing/Dinning; One Calling Bell point at the Main Entrance to the Flat; One 15Amp. Point and exhaust fan Point in Kitchen and Inlet each.
19. **CAR PARKING SPACE:** Will be of hard covered side open type with D/S flooring and plastered ceiling and columns with light point in each.
20. **NOTE:** Extra/better quality Civil, Electrical, Plumbing and other works can be provided at extra cost paid 100% in advance with written work order placed to the Developer herein.

THE SCHEDULE "D" REFERRED TO ABOVE:

(SCHEDULE OF COMMON AREAS, AMINITIES, AND/OR FACILITIES)

Common Areas and facilities shall mean all those areas, passages and facilities situated outside the Net built up area of the flats (proposed to be built in the said building) but within the land area (within which is situated the said proposed building) which is necessary for the enjoyment of the proposed flat/s by the Occupier/s thereof and they are as follows:

- a) Entrance Corridor on Ground Floor
- b) Pump Room with Pump Motor
- c) Stair Case with Stair way and Stair well (if any) Mounting Room Roof
- d) Landing and Corridor on each Floor
- e) Stair Room above Roof level
- f) Passage leading to Stair way on Ground floor
- g) Semi underground Reservoir Tank
- h) Overhead Water reservoir
- i) Semi underground Septic Tank (if any)
- j) Water ways including Main Mains
- k) Common Electric Meter with Main (T.P.S.) Switch
- l) Security Lights in and around the Building
- m) Boundary walls with Pillars
- n) Main Gate/s to the Entrance of the Building
- o) Sewer and soil lines, Pits and Master Trap within the Main Premises within which the Building is situated.
- p) Common Toilet/s/W.C. and/or Watchman Booth (if any) on Ground Floor
- q) Electric Room on Ground Floor (if any)
- r) The Lift together with the Lift Machine room guide rails machine brakes governors and other electrical, electronic, mechanical and hydraulic gadgets necessary to properly run and maintain the lift.
- s) Final Roofs) of the building (& not terrace serving as Balcony if any).

THE FIFTH SCHEDULE REFERRED TO ABOVE:

(SCHEDULE OF COMMON EXPENSES)

1. The expenses of maintaining, repairing, redecorating etc. of the Main Structures, gutters and pipes of the Building, Tube well, Motor Pumps, Water Pipes and other installations in under or upon the building, entrance, passage, landing and stair case of the building and boundary walls of the building compounds, the costs of cleaning and lighting and passage landing stair cases and other parts of the building as enjoyed or used by the allottee in common as aforesaid.
2. The cost of the Salaries and perquisites of Caretaker, Chowkidars, Security Guard/s, Sweeper, Mistries etc. if there be any.
3. Any such other expenses as are demanded by the Developer or after formation of Society or Association by such Society or Association



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 MAY 2014

- necessary or incidental for the maintenance and upkeep of the Building and/or the common areas and facilities.
4. Cost of electrical works & allied charges for running common amenities and facilities like lift, pump, security lighting and common water tax (if any).

**THE SCHEDULE "F" REFERRED TO ABOVE:
(PAYMENT SCHEDULE):**

<u>SR</u>	<u>DATE / TIMING OF PAYMENT</u>	<u>AMOUNT (in INR) TO BE PAID BY THE DEVELOPER TO OWNER HEREIN.</u>
01.	Paid up on date of execution of these presents	14,50,000.00
02.	One month after sanctioning of the building plan of the proposed new building	50,000.00
03.	One month after completion of the whole RCC frame of the building.	5,00,000.00
04.	Upon intimation of completion of construction of the Owner's Allocation	9,00,000.00
[Total Rupees twenty nine lakh only]		29,00,000.00

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

**SIGNED, SEALED & DELIVERED BY
THE OWNER IN THE PRESENCE OF:**

WITNESSES:

- Mounita Datta
v. 29/22A, Vivekananda Park,
Ajaria, Kol-84
- Suk Datta
10/c, S. Roy Rd, Cal-1

Kalankishor Chakraborty

(OWNER)

**SIGNED, SEALED & DELIVERED BY
THE DEVELOPER IN THE PRESENCE OF:**

WITNESSES:

- Mounita Datta
- Suk Datta

SHYAMATI ENTERPRISES PVT. LTD.

[Signature]
Managing Director
GEORGIYA KANTI DASGUPTA

(DEVELOPER)

Drafted by me:

Tapendra Mohan Biswas

Tapendra Mohan Biswas
Advocate (Calcutta High Court)
Registration No: WB/406/95



ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 MAY 2014

MEMO OF CONSIDERATION

Received of and from the within named Developer the sum of Rs. 14,50,000/- (Rupees fourteen lakh fifty thousand) only, being the full consideration money of the land taken in excess of Developers Allocation and payable by the Developer herein to the Owners herein as per these presents according to the Memo written below:

Memo:

Sr.	Cash/Cheque/ Draft Details	Bank & Branch	Instrument Date	Amount (INR)
01.	Cash	-	25.07.2012	80,000/-
02.	Cheque 272496	Axis R.B. Avenue	10.08.2012	2,25,000/-
03.	Cheque 272498	Axis R.B. Avenue	21.08.2012	6,50,000/-
04.	Cheque 000071	Kotak R.B. Avenue	08.01.2013	2,50,000/-
05.	Cheque 000131	Kotak R.B. Avenue	26.05.2013	50,000/-
06.	Cheque 143710	Axis R.B. Avenue	14.08.2013	10,000/-
07.	Cash		31.08.2013	50,000/-
08.	Cheque 143744	Axis R.B. Avenue	25.09.2013	1,00,000/-
09.	Cheque 000150	Kotak R.B. Avenue	23.10.2013	50,000/-
Total Indian Rupees Fourteen Lakh Fifty Thousand Only				14,50,000/-

(Rupees Fourteen Lakh Fifty Thousand only)

WITNESSES:

(1) *Mannita Datta*

(2) *Sukumar Das*

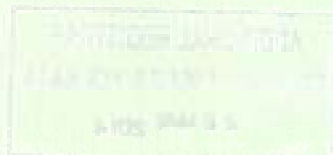
Mahankishu Chatterjee

(OWNER/FIRST PARTY)

Computer typed by me:

Sri Surajit Kumar Ray

(Sri Surajit Kumar Ray)
57, Pratapaditya Place,
Kolkata: 700 026





[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES-I, KOLKATA
22 MAY 2014

PREMISES NO.-34D, CHARU CHANDRA AVENUE, WARD NO-81, BOROUGH X, P.S.-CHARU MARKET, KOLKATA-700033, UNDER K.M.C.



Indra Kishor Chatterjee

FIRST FLOOR PLAN



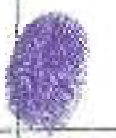
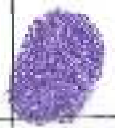







SHYAMATI ENTERPRISES PVT. LTD.

Shyamati
Managing Director















ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 MAY 2014

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

Name: Mohan Kishore Chatterjee
 Signature: Mohan Kishore Chatterjee

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name: SHAPATI ENTERPRISES PVT. LTD.
SHRIMA KANTI DASGUPTA
 Signature: [Signature]

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name:
 Signature:

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name:
 Signature:



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
22 MAY 2014

**AGREEMENT
BETWEEN**

MR. MOHON KISHORE CHATTERJEE, son of late Samarendra Kishore, presently residing at 11/210, Priyamali Mullick Road, Police Station: Bhowanipar, Kolkata: 700026: **OWNER/FIRST PARTY;**

AND

STHAPATI ENTERPRISES PVT LTD, a private limited company, having its registered office at 31/c, Sreenidhan lane, Kolkata: 700026, P.S: Tollygunge, represented herein by its present managing director-in-office, **MR. SOUMYA KANTI DASGUPTA**, son of late Prafulla Kumar Dasgupta, presently residing at in 270, sector in, salt lake city, Kolkata - 700097, P.S. Bidhannagar (south): **DEVELOPER/SECOND PARTY.**

REGARDING

DEVELOPMENT OF THE REAL ESTATE PROPERTY being the piece or parcel of Revenue redeemed Land containing an area of about 2.0244 Hectare 12 Chitack 36 Sq.Ft or a little more or less with a one storied brick built messuage tenement hereditament and dwelling house thereon measuring more or less 1406 Sq.Ft built up area, situated lying at and being municipal premises number 341, Charu Chandra Avenue, previously known as the then premises No: 10/341, Charu Avenue which was originally created and known as premises 341, formed out of the premises No: 41, Reson Road South, then Police Station Tollygunge, within municipal limits of then Calcutta Corporation, together with certain rights on the 3' 6" wide passage on the south east thereof, being BMC Assesse No: 110810200886, present police station Charu Market, sub registry office Alipore, Kolkata: 700032 falling under the municipal limits of the Kolkata Municipal Corporation ward No: 81.

EXECUTED ON

THE DAY OF 2014.

DRAFTED BY:

MR. TAPENDRA MOHAN BISWAS
(ADVOCATE) CALCUTTA HIGH COURT,
REGISTRATION NO: WB/106/95.

Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.R.A. - I KOLKATA, District- Kolkata
Signature / LTI Sheet of Serial No. 04241 / 2014, Deed No. (Book - I , 04501/2014)

I . Signature of the Presentant


Name of the Presentant	Photo	Finger Print	Signature with date
Soumya Kanti Dasgupta I I I, I A-270, Salt Lake City, Kolkata, Thana:-Bidhannagar (South), District:-North 24-Parganas, WEST BENGAL, India, Pin :-700097	 22/05/2014	 LTI 22/05/2014	 22/05/2014

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Mohon Kishore Chatterjee Address -13/2d, Priyanath Mallick Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026	Self	 22/05/2014	 LTI 22/05/2014	
2	Soumya Kanti Dasgupta Address -I I I, I A-270, Salt Lake City, Kolkata, Thana:-Bidhannagar (South), District:-North 24-Parganas, WEST BENGAL, India, Pin :-700097	Self	 22/05/2014	 LTI 22/05/2014	 STHAPATI ENTERPRISES PVT. LTD Managing Director

Name of Identifier of above Person(s)
 Sukdev Das
 10, K. S. Roy Road., Kolkata, Thana:-Hare Street,
 District:-Kolkata, WEST BENGAL, India, Pin :-700001

Signature of Identifier with Date


 22/5/14



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
 Office of the A.R.A. - I KOLKATA



Government Of West Bengal
Office Of the A.R.A. - I KOLKATA
District:-Kolkata

Endorsement For Deed Number : I - 04501 of 2014
(Serial No. 04241 of 2014 and Query No. 1901L000010854 of 2014)

On 22/05/2014

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(d), 5, 5(f), 53 of Indian Stamp Act 1899.

**Registration Fees paid Online using Government Receipt Portal System (GRIPS),
Finance Department, Govt. of WB**

Registration Fees Rs. 32,001/- paid online on 21/05/2014 1:25PM with Govt. Ref. No. 192014150002579661 on 21/05/2014 1:21PM, Bank: AXIS Bank, Bank Ref. No. 106665512 on 21/05/2014 1:25PM, Head of Account: 0030-03-104-001-16. Query No:1901L000010854/2014

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.-84,00,000/-

Certified that the required stamp duty of this document is Rs.- 10071 /- and the Stamp duty paid as: Impresive Rs.- 20/-

**Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance
Department, Govt. of WB**

Stamp duty Rs. 10,071/- paid online on 21/05/2014 1:25PM with Govt. Ref. No. 192014150002579661 on 21/05/2014 1:21PM, Bank: AXIS Bank, Bank Ref. No. 106665512 on 21/05/2014 1:25PM, Head of Account: 0030-02-103-003-02, Query No:1901L000010854/2014

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

Presented for registration at 12.46 hrs on :22/05/2014, at the Office of the A.R.A. - I KOLKATA by Soumya Kanti Dasgupta ,Claimant.

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

Execution is admitted on 22/05/2014 by

1. Mohon Kishore Chatterjee, son of Lt Samarendra Kishore , 13/2d, Priyanath Mallick Road, Kolkata, Thana:-Bhawanipore, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026, By Caste Hindu, By Profession : Business

2. Soumya Kanti Dasgupta
Managing Director, Sthapati Enterprises Pvt. Ltd., 31/ C, Sree Mohan Lane, Kolkata, Thana:-Tollygunge, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700026.
. By Profession : Business

Identified By Sukdev Das, son of Lt J. Das, 10, K. S. Roy Road, Kolkata, Thana:-Hare Street, District:-Kolkata, WEST BENGAL, India, Pin :-700001, By Caste: Hindu, By Profession: Service.

(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA



(Dinabandhu Roy)
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA

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



GRN: 19-201415-000257966-1

Payment Mode: Online Payment

GRN Date: 21/05/2014 13:21:49

Bank: AXIS Bank

BRN: 106665512

BRN Date: 21/05/2014 13:25:00

DEPOSITOR'S DETAILS

Id No. : 1901L000010854/1/2014

[Query No./Query Year]

Name : SOUMYA KANTI DASGUPTA

Contact No. : Mobile No. : +91 9831061848

E-mail :

Address : 31/C, SREEMOHAN LANE, KOL 26

Applicant Name : Sukdev Das

Office Name : A.R.A. - I KOLKATA, Kolkata

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Requisition Form Filled in Registration Office

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	1901L000010854/1/2014	Property Registration- Stamp duty	0030-02-103-003-02	10071
2	1901L000010854/1/2014	Property Registration- Registration Fees	0030-03-104-001-1E	32001
Total				42072
In Words :	Rupees Forty Two Thousand Seventy Two only			




ADDITIONAL REGISTRAR
THE REGISTRAR GENERAL OF MATA
22 MAY 2014

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 9
Page from 9310 to 9344
being No 04501 for the year 2014.



MR

(Dinabandhu Roy) 23-May-2014
ADDL. REGISTRAR OF ASSURANCE-I OF KOLKATA
Office of the A.R.A. - I KOLKATA
West Bengal