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भारतीय गैर न्यायिक



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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 Registration 1908
 Alipore South 24 Parganas

DEVELOPMENT AGREEMENT

20 DEC 2023

1. Date: 20/12/2023

2. Place: Kolkata

3. Parties:

3.1 Sri Gautam Chatterjee alias Gautam Chattopadhyay, (PAN- AJFPC6467M) (AADHAR No. 377912516225), son of Late Sourendra Nath Chatterjee, by faith-Hindu, by occupation-Retired, by nationality- Indian, residing at Premises No. 35, Kabir Road, Post Office- Kalighat, Police Station- Tollygunge, Kolkata- 700026.

3.2 Sri Debashis Chattopadhyay, (PAN-ACQPC1094E) (AADHAR No. 571635477287), son of Late Bhupendra Nath Chatterjee, by nationality- Indian, residing at Premises No. 35, Kabir Road, Post Office- Kalighat, Police Station- Tollygunge, Kolkata- 700026.

Shrudhly

Gautam Chattopadhyay
 alias *Gautam Chattopadhyay*
Gautam Chattopadhyay
 Anita Chakrabarti
 Chinmoy Chatterjee
 Debashis Chattopadhyay

No. 1144 15/12/23 SOL ✓

Name.....

Address.....

Vendor.....

SUBIR KUMAR DUTTA
ADVOCATE
ALIPORE POLICE COURT
KOLKATA - 700 027

L. K. DAS
Licenced Stamp Vendor
Alipore Criminal Court



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- 3.3 **Smt. Chinmoyee Chatterjee**, (PAN- AIHPC9260D) (AADHAR No. 931462889853), wife of Late Samarendra Nath Chatterjee, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at Premises No. 35, Kabir Road, Post Office- Kalighat, Police Station- Tollygunge, Kolkata- 700026.
- 3.4 **Smt. Anita Chakrabarti**, (PAN-ABWPC5775D) (AADHAR No. 535268512973), wife of Sri Binay Bhushan Chakrabarti and daughter of Late Bhupendra Nath Chatterjee, by faith- Hindu, by occupation-Retired, Residing at Premises No. 4/S, Naktala Road, Post- Naktala, Police Station- Netaji Nagar, Kolkata- 700047

All hereinafter referred to as the **OWNERS**, (which terms or expression shall unless excluded by the subject or context be deemed to mean and include their heirs, executors, successors, legal representatives, administrators and assigns) of the parties of the **FIRST PART**.

AND

- 3.5 **M/S. MSD ENCLAVE PROJECTS PVT. LTD.**, (PAN- AAICM 2869C), a Private Limited Company, having its office at Premises No. 8, Lake Avenue, Police Station- Tollygunge, Post Office - Sarat Bose Road, Kolkata-700 026 represented by its Director **SRI SUBHASISH CHOWDHURY**, son of Late Jayanta Chowdhury, (PAN- AETPC4467J), AADHAR No. 7672 6025 0901, residing at Premises No. 8, Lake Avenue, Police Station- Tollygunge, Post Office - Sarat Bose Road, Kolkata - 700 026.

Referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context hereof be deemed to mean and include its successor or successors in office and/or assigns) of the **SECOND PART**.

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS:

[Signature] ... *[Signature]*
 As **Anita Chakrabarti**
Chinmoyee Chatterjee
Debashis Chattopadhyay



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4. Subject Matter of Agreement:

- 4.1 **Development:** Development and commercial exploitation of Municipal Premises No. 35, Kabir Road, Police Station- Tollygunge, Kolkata- 700 026 described in the 1st Schedule below (Premises).

5. Background, Representations and Warranties:

- 5.1 **Owner's Representations on Title:** The Owner have represented and warranted to the Developer as follows: -

WHEREAS one Jnanendra Nath Chatterjee during his lifetime and until his death amongst other properties was the owner and occupier and seized and possessed of a two storied dwelling house along with land admeasuring 5 Cottahs 5 Chittacks 41 Sq.ft. be the same a little more or less situate and being Plot No. 323 of the surplus land in Calcutta Improvement Scheme No. XXXIII , formed out of a portion of Premises No. 4, Mudiali Road, being parts of Holding Nos. 43, 52 and 53, Sub-Division-R, Division- VI, Dihi- Panchannagram, District 24 Parganas, comprised in Municipal Premises No. 35, Kabir Road, Police Station- Tollygunge, Kolkata- 7000 26, Sub-Registry Office at Alipore and was enjoying the same free from all encumbrances paying taxes regularly.

AND WHEREAS the said Jnanendra Nath Chatterjee who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 06/01/1959, leaving behind surviving him his four sons namely Sri Satyendra Nath Chatterjee, Sri Bhupendra Nath Chatterjee, Sri Sourendra Nath Chatterjee and Sri Jitendra Nath Chatterjee and only daughter namely Smt. Nihar Ganguly as his only legal heirs and successors and no other person or persons as his legal heirs heiress and successors. His wife Smt. Manorama Devi predeceased him.

Manoramy

Ganesh Chatterjee
As Anita Chakrabarti
Chinmayee Chatterjee
Debashis Chattopadhyay



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AND WHEREAS in the circumstances referred to above as per Hindu Succession Act and law of inheritance the said four sons and only daughter of the deceased inherited undivided one-fifth share in the aforesaid property and were enjoying the same free from all encumbrances paying taxes regularly.

AND WHEREAS by an Indenture dated 19/01/1960, registered before the Sub-Registrar at Alipore Sadar and recorded in Book No. I, Volume No. 14, pages 114 to 118, Being No. 460, for the year 1960, the said Smt. Nihar Ganguli wife of Sourindra Mohan Ganguli as Vendor sold, transferred and conveyed ALL THAT piece and parcel of in her inherited undivided one-fifth share of the aforesaid property equivalent to 1 Cottah 1 Chittak and 8 Sq.ft. more or less with undivided share of the building to her brothers namely Sri Satyendra Nath Chatterjee, Sri Bhupendra Nath Chatterjee, Sri Sourendra Nath Chatterjee and Sri Jitendra Nath Chatterjee, all mentioned therein as Purchasers at or for a consideration mentioned thereunder.

AND WHEREAS in the circumstances referred to above the said four brothers namely Sri Satyendra Nath Chatterjee, Sri Bhupendra Nath Chatterjee, Sri Sourendra Nath Chatterjee and Sri Jitendra Nath Chatterjee, all sons of Late Jnanendra Nath Chatterjee became the joint owners of the schedule below property each having and enjoying undivided one-fourth share therein and also mutated their joint names in the records of the K.M.C. and was enjoying the same free from all encumbrances paying taxes regularly.

AND WHEREAS while seized and possessed of one of the aforesaid owners namely Satyendra Nath Chatterjee who was a Hindu, Bachelor, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 19/07/1978, leaving behind surviving his three brothers namely Sri Bhupendra Nath Chatterjee, Sri Sourendra Nath Chatterjee and Sri Jitendra Nath Chatterjee and only living sister, Smt. Nihar Ganguly as his only legal heirs, heiress and successors and no other person or persons as his heirs, heiress and successors, whereby and

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Anita Chakrabarti
Chinmayee Chatterjee
Debashis Chattopadhyay
Gautam Chatterjee



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whereunder the undivided one-fourth share of Satyendra Nath Chatterjee since deceased, devolved upon his living brothers and sister each inheriting undivided one-sixteenth share of the estate left by the deceased.

AND WHEREAS in the circumstances referred to above thus the said Bhuupendra Nath Chatterjee became the owner of undivided five-sixteenth share (one fourth + one-sixteenth) of the schedule below property and Sourendra Nath Chatterjee became the owner of undivided five-sixteenth share (one fourth + one-sixteenth) of the schedule below property and Jitendra Nath Chatterjee became the owner of undivided five-sixteenth share (one fourth + one-sixteenth) of the schedule below property and only sister namely Nihar Ganguly became the owner of undivided one-sixteenth share of the schedule below property.

AND WHEREAS while seized and possessed of by an Indenture dated 31/01/1983, registered before the D.S.R. Alipore , District- 24 Parganas and recorded in Book No. I, Volume No. 44, pages 174 to 185, being No. 1148, for the year 1983, the said Jitendra Nath Chatterjee son of Late Jnanendra Nath Chatterjee as Vendor sold, transferred and conveyed all that his inherited undivided five-sixteenth share of the land admeasuring 3 Cottahs 5 Chittaks 41 Sq.ft. more or less together with undivided five-sixteenth share of the two storied building being part of Plot No. 323 of the surplus land in Calcutta Improvement Scheme No. XXXIII formed out of a portion of Premises No. 4, Mudiali Road, being parts of Holding Nos. 43, 52 and 53, Sub-Division-R, Division- VI, Dihi- Panchannagram, District 24 Parganas South, comprised in Municipal Premises No. 35, Kabir Road, Police Station-Tollygunge, Kolkata- 700026, Sub registry Office at Alipore, District 24 Parganas to one Sri Alias Gautam Chattopadhyay, son of Late Sourendra Nath Chatterjee at or for a consideration mentioned thereunder.

AND WHEREAS in the circumstances referred to above said Bhupendra Nath Chatterjee became the owner of undivided five-sixteenth share (one fourth + one-sixteenth) of the schedule below property and Sourendra Nath Chatterjee became the

[Signature]

Gautam Chattopadhyay
Anita Chakrabarti
Chinmoy Chatterjee
Debarshi Chattopadhyay



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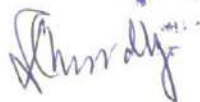
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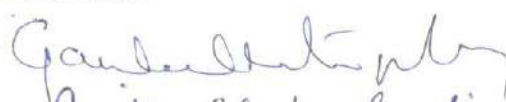
owner of undivided five-sixteenth share (one fourth + one-sixteenth) of the schedule below property and Smt. Nihar Ganguli became the owner of undivided one-sixteenth share of the schedule below property and said Gautam Chatterjee became the owner of remaining undivided five-sixteenth share of the schedule below property.

AND WHEREAS subsequently thereafter said Bhupendra Nath Chatterjee, who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law also died intestate on 16.11.1982 leaving behind surviving him his wife Smt. Rama Chatterjee, two sons namely Sri Debashis Chattopadhyay and Sri Shubhashis Chattopadhyay and two daughters namely Smt. Rita Chatterjee and Smt. Anita Chakrabarti, as his only legal heirs, heiress and successors and no other person or persons as his heirs, heiress and successors. His wife Smt. Rama Chatterjee also died intestate on 16/07/2005.

AND WHEREAS in the circumstances referred to above the said two sons and two daughters of Late Bhupendra Nath Chatterjee jointly inherited undivided five-sixteenth share of the schedule below property and are at present enjoying the same free from all encumbrances paying taxes regularly. Later Shubhashis Chattopadhyay who was a Hindu, Bachelor, governed by the Dayabhaga or Bengal School of Hindu Law also died intestate on 25/03/2016.

AND WHEREAS subsequently the said Sourendra Nath Chatterjee who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 28th May, 1979, leaving behind surviving him his wife Smt. Latika Chatterjee and four sons namely Sri Amarendra Nath Chatterjee, Sri Samarendra Nath Chatterjee, Sri Goutam Chattopadhyay and Sri Sankar Chatterjee and only daughter Smt. Monisha Roy as his only legal heirs, heiress and successors and no other person or persons as his heirs, heiress and successors.




Anita Chakrabarti
Chinmoyee Chatterjee
Debashis Chattopadhyay



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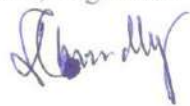
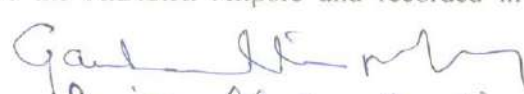
AND WHEREAS in the circumstances referred to above the said legal heirs of Sourendra Nath Chatterjee inherited the undivided five-sixteenth share of the schedule below property, whereby and whereunder each of them became entitled to and inherited undivided five-ninety sixth share of the schedule below property.

AND WHEREAS the said Amarendra Nath Chatterjee, a Bachelor who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 21/12/1986 leaving behind surviving him his mother Smt. Latika Chatterjee as his only legal heirs, heiress and successors and no other person or persons as his heirs, heiress and successors, who inherited the undivided five-ninety sixth share of the said deceased in the scheduled below property.

AND WHEREAS the said Samarendra Nath Chatterjee, who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 25/12/1995, leaving behind surviving him his wife Smt. Chinmoyee Chatterjee and one daughter namely Miss Aurobi Chatterjee as his legal heirs, heiress and successors and no other person or persons as his heirs, heiress and successors. Subsequently said Miss. Aurobi Chatterjee also died on 08.11.1998, accordingly said Smt. Chinmoyee Chatterjee inherited the undivided five-ninety sixth share of the said deceased in the scheduled below property.

AND WHEREAS the said Sankar Chattopadhyay, a Bachelor who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 13/01/2014 leaving behind surviving him his mother Smt. Latika Chatterjee as his only legal heirs, heiress and successors and no other person or persons as his heirs, heiress and successors. Accordingly said Smt. Latika Chatterjee inherited the undivided five-ninety sixth share of the said deceased in the scheduled below property.

AND WHEREAS while seized and possessed of by an Indenture dated 16th June, 2008, registered before the A.D.S.R. Alipore and recorded in Book No. I, CD

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Anita Chakrabarti
Chinmoyee Chatterjee
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Volume No. 13, Pages 3248 to 3264, Being No. 02849, for the year 2015, said Smt. Monisha Roy wife of Ashit Kumar Roy as Vendor, sold, transferred and conveyed ALL THAT her inherited undivided five-ninety sixth share of the schedule below property to his brother Gautam Chattopadhyay mentioned therein as Purchaser at or for a consideration mentioned thereunder. Said Smt. Manisha Roy died subsequently on 6th. September, 2008.

AND WHEREAS the said Smt. Latika Chatterjee who was a Hindu,^m governed by the Dayabhaga or Bengal School of Hindu Law died intestate on 11/05/2014 leaving behind surviving her only son Sri Gautam Chattopadhyay as her only legal heirs, heiress and successors and no other person or persons as her heirs, heiress and successors, her other children having predeceased her including her only daughter Monisha Roy who died intestate on 06/09/2008.

AND WHEREAS in the circumstances referred to above the said Gautam Chattopadhyay became the owner of undivided fifty five-ninety sixth share (undivided 5/16th share purchased from Late Jitendra Nath Chatterjee and 5/96th undivided share purchased from Smt. Monisha Roy and undivided 5/96th share inherited from his father and undivided 15/96th share inherited from his mother) of the schedule below property and is at present enjoying the same free from all encumbrances paying taxes regularly.

AND WHEREAS in this meantime the said Smt. Nihar Ganguly who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu law, died intestate on 04.07.1981 leaving behind surviving her two daughters Smt. Meera Ganguly alias Meera Roy and Smt. Ira Ganguly as her only legal heirs and successors and no other person or persons as her only heirs, heiress and successors.

AND WHEREAS the said Smt. Meera Roy who was a Hindu, governed by the Dayabhaga or Bengal School of Hindu law, died intestate on 10.07.2011 leaving behind surviving her husband namely Sri Kumar Bikram Roy as her only legal heirs

[Signature]

Gautam Chattopadhyay
Anita Chakrabarti
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and successors and no other person or persons as her only heirs, heiress and successors.

AND WHEREAS in these circumstances referred to above thus by way of inheritance as aforesaid the said Sri Kumar Bikram Roy and Smt. Ira Ganguly both as legal heirs of Late Nihar Ganguly became entitled to the said undivided 1/16th Share of the land and building comprised in the said Municipal Premises No. 35, Kabir Road, Police Station- Tollygunge, Kolkata- 7000 26 and at present are enjoying the same as absolute joint Owners thereof free from all encumbrances whatsoever, having good right, marketable title and peaceful symbolic possession over the said property.

AND WHEREAS by an Indenture dated 12th September 2023, registered before the D.S.R.- IV at Alipore, Dist. 24 Parganas South recorded in Book No. I, Volume No. 1604-2023, Pages 346203 to 346229, Being No. 160411317, for the Year 2023, the said legal heirs of Smt. Nihar Ganguly namely Smt. Ira Ganguly daughter of late Nihar Ganguly and Sri Kumar Bikram Roy son of late Barindra Kumar Roy both jointly as Vendors sold, transferred and conveyed all that their inherited undivided 1/16th share of the schedule below property to one MSD Enclave Property Private Limited, represented by its Director Sri Subhasish Chowdhury son of Late Jayanta Chowdhury mentioned therein as Purchaser at or for a consideration mentioned thereunder.

AND WHEREAS subsequently thereafter while seized and possessed of by a Deed of Gift dated 20/10/2023, registered before the office of A.R.A. II, Kolkata, recorded in Book No. I, Volume No. 1902-2023, pages from 499436 to 499462, Being No. 190214079, for the Year 2023, the said Smt. Rita Chatterjee wife of Sri Ashim Kumar Chatterjee and daughter of late Bhupendra Nath Chatterjee as Donor therein, out of her love and affection gifted and/or transferred her right title interest of her inherited undivided five-forty eighth share in respect of the land and building comprised in the First Schedule property in favour of her beloved brother namely Sri

Ramdas

Ganesh Chatterjee
Anita Chakrabarti
Chinmoyee Chatterjee
Debashis Chattopadhyay



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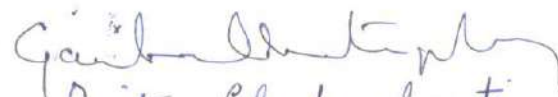
Debashis Chattopadhyay and beloved sister namely Smt. Anita Chakrabarti both jointly mentioned therein as Donees absolutely and forever.

5.1.2 **Ownership of Premises:** That in the circumstances referred to above the said Sri Gautam Chatterjee, Smt. Chinmoyee Chatterjee, Sri Debashis Chattopadhyay, Smt. Anita Chakrabarti, and MSD Enclave Properties Private Limited, represented by its Director Sri Subhasish Chowdhury, became the present lawful owners of the aforesaid property by way of inheritance and purchase each having and enjoying undivided share in the said property being Municipal Premises No. 35, Kabir Road, Police Station- Tollygunge, Kolkata- 700 026, within KMC Ward No. 087, Assessee No. 110871200427.

5.1.3 **Mutation of Names:** After such inheritance the said Sri Gautam Chatterjee, Smt. Chinmoyee Chatterjee, Sri Debashis Chattopadhyay, Smt. Anita Chakrabarti and M/S. MSD Enclave Properties Private Limited, represented by its Director Sri Subhasish Chowdhury, duly applied for and mutated their names in the records of The Kolkata Municipal Corporation in respect of the property as aforesaid which is known and numbered as Premises No. 35, Kabir Road, Police Station – Tollygunge, Kolkata – 700 026 and are enjoying the same free from all encumbrances paying taxes regularly, hereinafter called and referred to as the said Premises.

5.1.4 **Absolute Owners:** In the manner stated above, the said Owners become the absolute Owners of the said premises and are in possession of the Premises and the Owners have a marketable title thereto and are not aware of any defect in the title of the Premises and have not entered into any agreement creating any right in the Premises.

5.2 **Background of the Second Party:** The Second Party is carrying on business of construction and development of real estate and infrastructure and expertise in this field.

 · 
Anita Chakrabarti
Chinmoyee Chatterjee
Debashis Chattopadhyay



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5.3 **Reliance on Representations:** Relying on the representations of the First Party, the Second Party has offered and agreed to develop and commercially exploit the premises by constructing a new building thereon (new building), after demolishing the Existing building, in accordance with the building plan. Plans to be sanctioned by the Kolkata Municipal Corporation (KMC).

5.4 **Negotiations:** Discussions and negotiations for collaborative development of the Premises have taken place between the parties and the terms and conditions agreed upon are recorded hereunder.

5.5 **Appointment and Commencement:**

5.5.1 **Appointment and Acceptance:** The First Party appoints and the Second Party accepts the appointments as the Developer of the premises.

5.5.2 **Scope of Works:** The Second Party, at its own costs and expenses, shall:

(a) **Alternative Accommodation of the First Party:** During the time of construction the Second Party on his own cost and expenses shall arrange for an alternative accommodation of a 2BHK flat for Mr. Debashis Chattopadhyay and a 1BHK flat for Mrs. Chinmoyee Chatterjee within the radius of 02 Km. during the period of development (Alternative Accommodations). The Second party shall also be liable and responsible for all to and fro shifting expenses including packing and unpacking of household goods. The First Party shall have no responsibility for the same.

(b) **Sanction of Plans:** Have the Plans sanctioned by the Kolkata Municipal Corporation with the maximum possible space in conformity with the Rules and Bye-laws of the Authorities available utilizing FAR.

That the Developer, however, shall obtain the sanctioned plan of the proposed building from the Kolkata Municipal Corporation, if possible, within a maximum period of 3 months from the date of completion of mutation.

Chatterjee

Ganesh Chatterjee
Anita Chakrabarti
Chinmoyee Chatterjee
Debashis Chattopadhyay



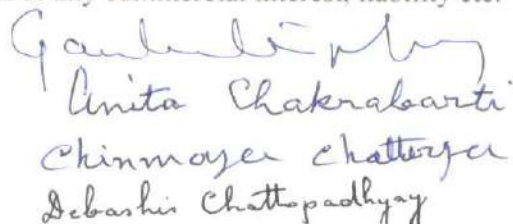
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To get the said Plan prepared by the Architect and to get the plan sanctioned in the name of the present Owners and submit for getting such sanction of the same to Kolkata Municipal Corporation and other Authorities after completion of necessary searches and on Owners' making out a marketable title in respect of the said property and all expenses for such sanctioned plan to be incurred by the Developer. In the sanctioned plan, it has been agreed between the parties that both the Owners and the Developer shall duly demarcate their respective allocations in the proposed building as mentioned hereto before by demarcating their respective portions with proper colour in the photo copy of the sanctioned plan and to be counter signed by the parties hereto within 15 days from the date of sanction plan and before commencement of construction of the proposed building and handover a copy of the said sanctioned plan to all the Owners.

- (c) **Demolition and Debris:** The Second Party shall demolish the Existing Building and dispose off the debris thereof. The value of the debris shall belong to the Second Party.
- (d) **Construction of the New Building:** Construct the New Building and after delivering to the First Party vacant possession of the First Party's Allocation (defined below), deal with the Second Party's Allocation (defined below) in any manner the Second Party decides. The Second Party shall, however, have the right to enter into Agreements for transfer and booking of the Second Party's Allocation (defined below), prior to delivering possession of the First Party's Allocation. Provided however, the Developer will not be entitled to deliver possession of the flats out of its allocation to anybody before delivery of possession of the Owners' allocation in the proposed building and/or before the expiry of the period of notice in writing to the Owners for taking such delivery of possession.
- (e) **Commercial Exploitation:** Deal with the Second Party's Allocation at its free will, for making some commercial gain for which the First Party shall have no connection whatsoever in respect of any commercial interest, liability etc.




Anita Chakrabarti
Chinmayer Chatterjee
Debashis Chattopadhyay



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(f) **Advocate:** unless changed by the Developer, shall mean Sri Subir Kumar Dutta , Advocate of Alipore Civil and Criminal Court and of No. 18, Manick Bandopadhyay Sarani, Kolkata – 700 040, appointed by the Developer for preparation of necessary agreements and instruments for transfer of the Units in the building and arranging for execution and registration thereof and for formation of the Association and its taking charges of the acts relating to the common purposes.

5.6 **Commencement and Tenure:** This Agreement has come into force as from the date hereof and shall continue till completion of the entirety of the scope of work above, unless terminated earlier.

6 **First Party's Consideration:**

6.1 **First Party's Allocation:** The First Party shall be entitled to ALL THAT the entire proposed Second Floor of the new proposed building comprising of 2 nos. 3BHK flats, each allocated in the name of Sri Debashis Chattopadhyay (Front Portion) and the other in the name of Smt. Anita Chakrabarti (Back Portion) together with two covered car parking spaces on the ground floor (i.e. 25% of the total car parking space of the ground floor) and the entire proposed Third Floor of the new proposed building will be allocated to Sri Gautam Chattopadhyay together with two covered car parking spaces on the ground floor (i.e. 25% of the total car parking space of the ground floor), consisting of habitable Flats complete in all respect and the premises and along with undivided, impartible and singly non-transferable proportionate share in the land contained in the premises (collectively First Party's Allocation). The First Party's Allocation shall be constructed, finished and delivered to the First Party at the cost and expense of the Second Party.

Apart from the aforesaid allocation a One BHK flat of approx. 560 sq. ft. Super built up area, i.e., 450 sq. Ft. Built up area, consisting of 1 bedroom, 1 living/dining area, 1 kitchen, and 1 toilet will be provided to one of the owners Mrs. Chinmoyee

Chinmoyee

Anita Chakrabarti
Chinmoyee Chattopadhyay
Debashis Chattopadhyay
Gautam Chattopadhyay



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Chatterjee from developer's allocation on the proposed First floor as per proposed Plan approved initially. But later if the Developer manages to get a sanction of an additional floor i.e. Fifth floor (partly) then in such case such allocation of Ms. Chinmoyee Chatterjee will be shifted to 50% the proposed Fifth floor constructed area in the form of complete habitable Flat in lieu of the allocated Flat from the proposed First floor and in such case such allocated portion of the proposed First Floor shall form part of Developer's allocation. All costs and expenses for obtaining sanction of proposed Fifth floor (partly) and cost of construction of such additional area will be borne by the Developer solely.

- 6.2 **Common Portions:** It is clarified that the First Party's Allocation also includes undivided proportionate share in the common areas, amenities and facilities made available in the new building which are more fully described in the 2nd Schedule below (collectively Common Portions).

7 **Second Party's Consideration:**

- 7.1 **Second Party's Allocation:** After setting apart the First Party's Allocation, the Second Party shall be entitled to a commercially sanctioned show room (if sanctioned) in the proposed Ground Floor and the entire proposed First Floor habitable flat area save and except the area allocated to one of the owners (Ms. Chinmoyee Chatterjee) together with the entire proposed Fourth Floor habitable flat area and proposed Fifth Floor total constructed area in the form of habitable Flat if sanctioned subsequently complete in all respect along with the entire remaining open/covered Car Parking spaces with covered spaces in the Ground Floor and undivided, impartible and singly non transferable proportionate share in the land contained in the premises and similar undivided proportionate share in the common portions (collectively Second Party's Allocation).

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7.2 The Second Party's Allocation shall be constructed and finished by the Second Party at its own cost and expense, for and on behalf of itself and/or its constituents and/or nominees. The undivided, impartible and singly nontransferable proportionate share in the Land contained in the Premises shall be conveyed by the First Party to the Second Party and/or its constituents and/or nominees in Second Party's Allocation.

7.3 **Common Portions:** It is clarified that the Second Party's Allocation also includes undivided proportionate share in the common areas, amenities and facilities made available in the new building which are more fully described in the 2nd Schedule below (collectively Common Portions).

8 Possession, Shifting and Demolition:

8.1 **Possession:** Within 01 (one) month from the date of obtaining the proposed building sanction plan from the KMC, the Second Party at his own costs and expenses, arrange and provide Alternative Accommodation within a radius of 02 Km. to the First Party (as mentioned above) and simultaneously therewith, the First Party shall induct the Second Party into possession of the Premises as license of the First Party, for the purpose of implementing this Agreement.

8.2 **Shifting to Alternative Accommodation:** on or about from date of getting the sanction plan the First Party (as mentioned above) shall, at the costs, expenses and responsibility of the Second Party shift from the premises to the Alternative Accommodation, for the duration of construction and completion of the New Building and till the First Party's Allocation is delivered to the First Party.

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8.3 **Demolition:** The Second Party shall be responsible for demolition of the Existing Building within 60 (Sixty) days from the date of commencement of demolition.

9 Power and Authorities:

9.1 **General Power of Attorney:** The First Party shall grant to the Second Party and/or its nominees a General Power of Attorney for the purpose of obtaining sanction of the Plans and all necessary permissions from different authorities in connection with the construction of the New Building as also for booking and sale of the Second Party's Allocation.

9.2 **Further Acts:** Notwithstanding grant of the aforesaid General Power of Attorney, the First Party hereby undertakes that they will execute as and when necessary, all original dalils, papers, legal documents, plans etc. for the purpose of development of the premises.

9.3 **Indemnity by Second Party:** The Second Party agrees to indemnify and keep the First Party saved, harmless and indemnified in respect of exercise of all or any of the powers and authorities contained in the said General Power of Attorney.

10 Sanction and Construction:

10.1 **Sanction:** The Second Party shall, at its own costs, in consultation with the First Party, appoint an Architect on behalf of the First Party (Architect). Within 90 (ninety) days from the date hereof, the Second Party, at its own costs and expenses and through the Architect, shall have the Plans prepared and submitted to the KMC for sanction. The Second Party, at its own costs and expenses, shall have the Plans for the New Building sanctioned by the KMC.

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- 10.2 **Construction of The New Building:** The Second Party shall, at its own costs and without creating any financial or other liability on the First Party, construct, erect and complete the New Building in accordance with the sanctioned plans as per the agreed specifications, mentioned in the 3rd Schedule below and as may be recommended by the Architect from time to time. Subject to the aforesaid, the decision of the Architect regarding the quality of materials shall be final and binding on the Parties. It is clarified that the materials used for construction of the New Building will be new and first class and the workmanship will be first class. All costs, charges and expenses including Architect's Fees shall be discharged and paid by the Second Party and the First Party shall bear no responsibility in this context.
- 10.3 **Construction Time:** The Second Party shall construct, complete and finish the new building within a period of 24 (twenty-four) months from the date of obtaining sanction of the Plans or from the date of obtaining vacant possession of the Premises from the First Party by the Second Party whichever is later subject to force majeure as defined in Clause 21.1 below. Time of construction shall be the essence of the contract.
- 10.4 **Utilities:** The Second Party shall, at its own costs, install and erect in the new building, pump, water storage tank, overhead reservoir, elevator, temporary electric connection until permanent electric connection is obtained and water and sewerage connection. The Second Party shall also bear and pay all the costs for bringing permanent electric connection and The Second Party shall also bear and pay water supply connection, drainage and sewerage connection and other utility that maybe required in the proposed the New Building.
- 10.5 **Building Materials:** The Second Party shall be authorized in the name of the First Party, to apply for and obtain quotas, entitlements and other allocation for cement, steel, bricks and other building materials and inputs and facilities allocable to the First Party and required for the construction of the New

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Building but in no circumstances the First Party shall be responsible for their price/value, storage and quality.

- 10.6 **Temporary Connections:** The Second Party shall be authorized in the name of the First Party to apply for and obtain temporary connection of water, electricity, drainage and sewerage.
- 10.7 **Modification:** Any amendment or modification to the Plans may be made or caused to be made by the Second Party within the permissible limits of the KMC Rules provided however no alteration or modification shall be made in the First Party's Allocation without the consent of the First Party in writing.
- 10.8 **No obstruction:** The First Party shall not do any act, deed or thing whereby the Second party is obstructed or prevented from construction and completion of the New Building.

11. Dealings with Units in the New Buildings:

- 11.1 **First Party's Allocation:** The First Party shall be entitled to transfer or otherwise deal with the First Party's Allocation in any manner the First Party deems appropriate. However, any transfer of any part of the First Party's Allocation shall be subject to the provisions of this Agreement.
- 11.2 **Second Party's Allocation:** Without prejudice to the provisions of Clause 5.5.2 (e), after handing over the physical possession of the First Party's Allocation as aforesaid, the Second Party shall be exclusively entitled to the Second Party's Allocation with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the First Party and the First Party shall not in any way interfere with or disturb the quiet and peaceful possession of the Second Party's Allocation. It is however, understood that the dealings of the

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Second Party with regard to the Second Party's Allocation shall be entirely at the risk and responsibility of the Second Party and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities upon the First Party.

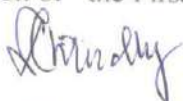
11.3 **Transfer of Second Party's Allocation:** In consideration of the Second Party constructing and handing over the First Party's Allocation to the First Party, the First Party shall sell and transfer the undivided proportionate share in the Land and the benefit of the concerned portion of the Plans in favour of the prospective purchasers of the Second Party's Allocation (collectively Transferees), in such part or parts as shall be required by the Second Party and shall execute such number of deeds of conveyance, as necessary for the same.

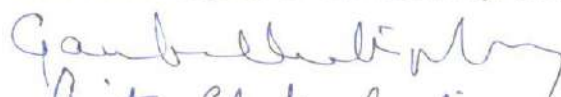
11.4 **Cost of Transfer:** The costs of such conveyances including stamp duty and registration expenses and all other expenses incidental or related thereto shall be borne and paid by the Transferees.

12. **Municipal Taxes and Outgoings:**

12.1 **Relating to Period Prior to Possession:** All rates, taxes and outgoings in respect of the premises relating to the period prior to the First Party delivering possession of the premises to the Second Party shall be borne, paid and discharged by the First Party. It is made specifically clear that all outstanding dues upto the date of giving possession of the premises as per this Agreement shall remain the liability of the First Party.

12.2 **Relating to Period After Possession:** As from the date of making over possession of the Premises to the Second Party, the Second Party shall be liable for rates and taxes as also other outgoings in respect of the premises, till such time the possession of the First Party's Allocation is given to the First Party. From the




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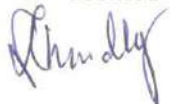
date of making over possession of the First Party's Allocation to the First Party, the First Party shall become liable and responsible for rates and taxes and other outgoings with regard to the First Party's Allocation and the Second Party and/or its Transferees including commercially allocated portion shall become liable and responsible for rates and taxes and other outgoings with regard to the Second Party's Allocation. After the possession of First Party's Allocation to the First Parties, both the Second Party and the First Parties shall be liable to pay the outgoings including electric bills, KMC tax etc. for their respective allocation.


13. Possession and Post Completion Maintenance:

- 13.1 **Notice of Completion:** As soon as the proposed New Building is completed and after obtaining the Completion Certificate from the KMC and sewerage connection of KMC, Second Party shall give a written notice to the parties of the First Part for requesting them to take physical possession as per their allocation and the parties of the First part shall take possession within 30 (thirty) days from the date of such communication, thereafter, it will be considered as deemed possession by the First Party and all the outgoings in respect of their allocation will be liability of the First Party from the date of the said possession or deemed possession.

The Second party however, shall handover the completion certificate obtained from the K.M.C. and the certificate obtained from the structural engineers of the Architect regarding the structural stability of the proposed building to the parties of the First Part. Second party will provide permanent Electricity connection, Water connection and Sewerage connection before giving a written notice to the First party to take possession of the First Party's allocation.

- 13.2 **Possession Date and Rates:** On and from such date of taking physical possession or deemed possession (Possession Date), the First Party shall be




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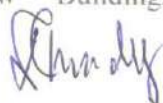


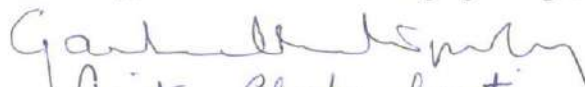
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exclusively responsible for payment of all rates, taxes and other outgoings and impositions whatsoever (collectively Rates) payable in respect of the First Party's Allocation only provided however when such rates are applicable to the whole of the Premises/New Building, proportionate amount of the same shall be paid by the First Party. The Second Party shall be responsible for the balance proportionate amount whether directly or through the Transferees.

- 13.3 **Punctual Payment and Mutual Indemnity:** The parties of the First part and the Transferees shall punctually and regularly pay the Rates for their respective allocations to the concerned authority/authorities and all 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, consequence upon a default by the other or others.
- 13.4 **Maintenance:** The Second Party through the individual flat owners shall form a representative body of the First Party and the Transferees (Association), which shall be in charge of management of all the affairs of the New Building. The First Party shall become members of the Association for the First Party's Allocation. After formation of the Association, the Second Party shall no longer be responsible for maintenance of the New Building.
- 13.5 **Maintenance Charge:** For a period of 3 (three) months from the Possession Date or till such time the Association is formed, whichever is later.
- 13.6 The Second Party shall manage and maintain the Common Portions of the New Building, upon the First Party and the Transferees paying and bearing, forthwith on demand, to the Second Party, the costs and service charge for such management and maintenance (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




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occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

- 13.7 **Failure to Pay Maintenance Charge:** Should the First Party or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates, within 15 (fifteen) days of demand in this behalf, the Defaulter shall be liable to pay interest on the amount outstanding @ 12% (twelve percent) per annum from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.

14. **Common Restrictions:**

- 14.1 **Applicable to Both:** The First Party's Allocation and the Second Party's Allocation in the New Building shall be subject to the same restrictions as are applicable to Ownership buildings, intended for common benefit of all occupiers of the Newly proposed Building. Such restrictions shall be duly incorporated in the transfer deeds of the First Party's Allocation to third parties and the Second Party's Allocation to Third parties (all such Third parties collectively Transferees), which shall include the following:

- 14.1.1 **No Illegal Activity:** No Transferee/Occupant of the Apartment / spaces (Units) in the New Building shall use or permit to be used their Units or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.

- 14.1.2 **No Demolition:** Transferee/occupant of the new building shall not demolish or of any common wall/s or other structure in their respective Units or any portions, major or minor, without the written consent of the Association. However, internal modification within the Unit without creating any effect on

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the structure of the New Building or the common portions can be made by the respective Transferee/Occupant subject to the compliance of all existing Rules including the Building Rules of the concerned authority. Transferee/Occupant of the New Building shall not be entitled to alter and/or modify the outer elevation of any Unit or the common portions without written permission of the Association, first had and obtained.

- 14.1.3 **No transfer without Compliance:** Neither the First Party nor the Transferees shall transfer or permit transfer of their respective Units or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the Association to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned Unit.
- 14.1.4 **Compliance with Rules:** The First Party and the Transferee/occupant shall abide by all laws, bye laws, rules and regulation of the government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye laws rules and regulations.
- 14.1.5 **Interior Maintenance:** The First Party and the Transferee/occupant shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodation therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.
- 14.1.6 **Validity of Insurance:** Neither the First Party nor the Transferees/occupants shall do or cause or permit to be done any act or thing which may render void

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and/or voidable any insurance of the New Building or any part thereof and shall keep the other Transferee/Occupant of the New Building harmless and indemnified from and against the consequences of any breach.

14.1.7 **No Obstruction of common Portions:** Neither the First Party nor the Transferee/occupant shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the new building.

14.1.8 **Cleanliness:** Neither the First party nor the transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compound, corridors or any other portion or portions of the new building.

14.2 **Rights of Entry:** For the purpose of enforcing the common restrictions and ancillary purpose and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the First Party and the Second Party shall permit each other, with or without workmen, at all reasonable times, to enter into and upon the First Party's allocation and the Second Party's Allocation and every part thereof.

15. **First Party's Obligation:**

15.1 **No obstruction in Dealing with Second Party's Allocation:** The First Party covenants not to do any act, deed or thing whereby the Second party may be prevented from selling and/or disposing of any part or portion of the Second Party's Allocation.

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- 15.2 **No obstruction in Construction:** The First Party hereby covenants not to cause any interference or hindrance in the construction of the proposed New Building.
- 15.3 **No Dealing with Premises:** The First Party hereby covenants not to let out, grant lease, mortgage and/or change the premises or any portions thereof without the consent in writing of the Second Party, save the First Party's Allocation.
- 15.4 **Making out Marketable Title:** The First Party hereby covenants to make out a marketable title to the Premises to the satisfaction of the Second Party, by answering requisitions and supplying papers.
- 15.5 **Title Deeds:** Landowners shall keep all original documents relating to the said proposed development work in their own custody and they will produce the same before the appropriate authority or authorities, till the date of obtaining the completion certificate from the Municipality. At the time of taking possession of the owner's allocation, they shall handover the same to the Association to be formed by the occupiers of the proposed multistoried building.

16. **Second Party's Obligations:**

- 16.1 **Time of Completion:** The Second Party hereby agrees and covenants with the First Party to complete the construction of the New Building within 24 (twenty-four) months from the date of obtaining sanction of the Plans or from the date of obtaining peaceful vacant possession of the Premises by the Second Party from the First Party, subject to force majeure as defined in Clause 21.1 below. Time of completion shall be the essence of the contract.
- 16.2 **No Assignment:** The Second Party shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the First Party. It has been clearly agreed and understood between the Parties that Sri

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Subhasish Chowdhury always remain associated with the project and shall look after the due performance of the obligations of the Second Party under this Agreement.

- 16.3 **Statutory Obligation:** All persons employed by the Second Party for compliance of its obligations hereunder will be deemed to be employees of the Second Party who shall be solely responsible for their emoluments and other statutory obligations and the Second Party hereby agrees to keep the First Party indemnified in this regard.
- 16.4 **No Violation of Law:** The Second Party hereby agrees and covenants with the First Party not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.

The Developer shall not be entitled to transfer and/or assign the benefit of this Agreement or any portion thereof without the consent in writing of the Owners of the owner's allocation.

- 16.5 **No Obstruction in Dealing with First Party's Allocation:** The Second Party covenants not to do any act, deed or thing whereby the First Party may be prevented from selling and/or disposing of any part or portion of the First Party's Allocation.
- 16.6 **Parting with Possession After Delivery of First Party's Allocation:** The Second Party hereby agrees and covenants with the First Party not to part with possession of the Second Party's Allocation or any part or portion thereof until possession of the First Party's Allocation is delivered to the First Party. Provided However this will not prevent the Second Party from entering into any agreement for sale or transfer or to deal with the Second Party's Allocation.

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16.7 **Second Party's Liability Regarding Conveyance and Mutation:** In case the Transferees of the Units of the Second Party's Allocation fail to have registered deed of conveyance in their name or have mutated their name in the records of KMC, in that case the First party will have no liability for those Units in respect of any kind tax/taxes payable to KMC and other authorities.

17. **First Party's Indemnity:**

17.1 **Title:** Subject to whatever is mentioned in this Agreement, the First Party shall always be responsible for giving good and marketable title to the Second Party and the Transferees and the First Party hereby indemnifies and agree to keep indemnified the Second Party and the Transferees in this regard.

17.2 **Second Party's Allocation:** The First Party hereby undertakes that the Second Party shall always be entitled to the Second Party's Allocation and shall enjoy the same without any interference or disturbances by the First Party and to this effect the First Party hereby indemnifies and agrees to keep indemnified the Second Party.

18. **Second Party's Indemnity:**

18.1 **Third Party claims:** The Second party hereby undertakes to keep the First Party indemnified against all third-party claims, actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Second Party in relation to the construction of the New Building and/or for any defect therein or development of the premises.

The Developer shall indemnify and keep indemnified the Owners against all losses, damages, costs, charges, expenses that may be incurred or suffered by the Owners on account of arising out of any breach of any of the terms of these presents or any laws, rules, regulations or due to any accident or mishap during the progress of

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construction or due to any claim made by the Third Party in respect of such construction or otherwise howsoever.

18.2 **Powers and Authorities:** The Second Party hereby undertakes to the First Party to keep the First Party indemnified and harmless from and against any claims, actions, suits, costs and proceedings arising out of any sort of steps taken by the Second Party on behalf of the First Party on the strength of powers and authorities given to the Second Party by the First Party.

19. **Miscellaneous:**

19.1 **No Partnership:** The First Party and the Second Party have entered into this Agreement purely as a contract on principal-to-principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of persons.

19.2 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Second Party, various deeds, matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need authority of the First Party. Further, various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been made herein.

19.3 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

19.4 **Taxation:** The First Party shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Second Party's Allocation and the Second Party shall be liable to make payment of the same and keep the First Party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

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Similarly, the Second Party shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the First Party's Allocation and the First Party shall be liable to make payment of the same and keep the Second party indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

- 19.5 **Name of New Building:** The name of the building shall be mutually decided upon between the Owners' and the Developer.
- 19.6 Save and except the Developer's allocation of the aforesaid buildings, the Developer shall not be entitled to create any charge or mortgage or any financial encumbrances of the aforesaid property with any financial institution or bank nor shall fasten the Owners for any financial liability.
- 19.7 **Fees and Duties:** All duties and fees payable at whatever stage pertaining to this Agreement shall be paid by the Second Party.
- 19.8 **Wealth Tax:** As and from the date of completion of construction of the New Building, the Transferees and the First Party shall each be liable to pay and bear proportionate charges on account of wealth tax and other taxes payable in respect of their respective Units.

20. Defaults

20.1 Defaults of the Second Party:

Subject to Force Majeure reasons, in the event the Second Party fails and/or neglects to construct, complete and finish the New Building within a period of 24 (twenty four) months from the date of obtaining sanction of the Plans or from the date of handing over peaceful vacant possession by the Owners to

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the Developer whichever is later, then in such case both the parties shall initially and amicably settle the time limit considering the then prevailing situation. Time limit for such extension is 6 (six) months. However, if the matter is not solved then the First party shall be entitled to refer the matter before the Court of Law for specific performance of the Contract as per the terms and conditions of this Agreement.

If the Developer fails to complete the construction of the proposed building within the said extended period of 6 months i.e., total period of 30 months, in such case the Developer shall be entitled to a further extension of six-months subject to payment of damages @ Rs.10,000/= per diem to the owners until the completion of the building and handing over the possession of Owners' Allocation thereof, failing of which act, the Owners shall have the right to sue the Developer (Second Party) before the competent Court of Law for realization of their legitimate claims/dues.

In the event of willful default and/or negligence on the part of the second party resulting in (i) inordinate delay in excess of 6 months in commencement of the project; (ii) the project coming to a standstill for more than 6 months; and/or (iii) non-completion of the project and/or inordinate delay in excess of 12 months from the stipulated period of 24 months for completion of the project as mentioned above, the first party shall be at liberty to terminate this agreement after giving 30 days' notice thereof to the second party.

20.2 **Defaults of the First Party:** In the event the First Party fails and/or neglects to perform any of their obligations under this agreement, then the Second Party shall be entitled to refer the matter to the appropriate court of law, for redressal of the grievances of the Second party and the decision of the Learned Court shall be binding on the Parties.

21. Force Majeure

21.1 **Meaning of:** Force Majeure shall mean an event or effect that cannot be reasonably anticipated or controlled (Force Majeure).

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Anita Chakrabarti
Chinmayee Chatterjee
Debashis Chattopadhyay



District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

20 DEC 2023

21.2 **No Liability:** The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

22. **Counterparts:**

22.1 **All originals:** This Agreement is being executed simultaneously in counterparts, each of which shall be deemed to be an original and both of which shall constitute an instrument and agreement between the parties.

23. **Amendment/Modifications:**

23.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.

24. **Governing Laws:**

24.1 **Indian Law:** The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc. as a result of non-compliance by either Party, will be borne by the defaulting Party.

25. **Notice:**

25.1 **Mode of Service:** Any, notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall

[Handwritten Signature]

[Handwritten Signature]
Anita Chakrabarti
Chinmayee Chatterjee
Debashis Chattopadhyay



District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

20 DEC 2023

be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered Post with A/D or certified mail, with postage and registration or certification fees thereon prepaid, on the 5th business day following delivery of such notice to the postal service or by express courier, on the 3rd business day following delivery of such notice to express courier, addressed as follows, unless any change in address is communicated in writing by the either Party to the Other.

Gautam Chatterjee
alias Gautam Chattopadhyay

First Party:

Gautam Chatterjee
 alias Gautam Chattopadhyay
 Debashis Chattopadhyay
 Chinmoyee Chatterjee
 Anita Chakrabarti
 35, Kabir Road,
 Police Station – Tollygunge,
 Kolkata – 700 026

Second Party:

MSD Enclave Projects Pvt. Ltd
 8, Lake Avenue
 Police Station – Tollygunge,
 Kolkata – 700 026

26. **Jurisdiction:**

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

Anita Chakrabarti
Chinmoyee Chatterjee
Debashis Chattopadhyay



District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

20 DEC 2023

27. **Rules of Interpretation:**

27.1 **Headings:** Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.

27.2 **Definitions:** In this Agreement, the words put in brackets and in bold prints define the word, phrase or expression immediately preceding.

1st Schedule

(Premises)

ALL THAT piece or parcel of Undivided share of total land measuring 5 Cottahs 5 Chittacks 41 Sq.ft. more or less together with a dilapidated two-storied building measuring about 3000 sq.ft. therein being paternal dwelling house being part of Plot No. 323 of the Surplus Land in Calcutta Improvement Scheme No. XXXIII formed out of a portion of Premises No. 4, Mudiali Road, being a part of Holding No. 43,52,53, Sub-Division- R, Division- VI, Dihi-Panchannagram, at present known and numbered as Municipal Premises No. 35, Kabir Road, Police Station – Tollygunge, Kolkata – 700 026, within the limit of Ward No. 087 of the Kolkata Municipal Corporation, Sub Registry office Alipore, District 24 Parganas (South) and butted and bounded as follows :-

- On the North : By Premises No. 40A, 40B and 42, Southern Avenue.
 On the East : By Premises No. 37, Kabir Road.
 On the South : By the 40 ft. wide new Road.
 On the West : By Premises No. 33, Kabir Road.

2nd Schedule

(Common Portions)

I) **Areas:**

- a) Entrance to and exit from the Premises of the New Building

[Handwritten signature]

Anita Chakrabarti
 Chinmoyee Chatterjee
 Debarshi Chattopadhyay
 Gaurab Kumar Das



District Sub-Registrar-IV
Registry U/S (2) of
Registration 1906
Alipore, South 24 Parganas

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- b) Boundary walls and main gate of the Premises
- c) Staircase, stair head room and lobbies on all the floor of the New Building
- d) Vertical Shaft for lift
- e) Entrance lobby, electric/utility room, water pump room, generator room (if any)
- f) Common installations on the roof
- g) Fifty percent of the ultimate Roof above the top floor of the New Building
- h) Common lavatory in the Ground floor

II) **Water, Plumbing and Drainage:**

- a) Drainage and sewerage 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 pump, 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) **Electric Installation:**

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

- IV) **Others:** Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

[Handwritten signature]

[Handwritten signature]
 Anita Chakrabarti
 Chenmayee Chatterjee
 Debashis Chattopadhyay



District Sub-Registrar-IV
Registrar I/S 7 (2) of
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Allpore, South 24 Parganas

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3rd Schedule**(Specifications)****SPECIFICATION FOR THE PROPOSED CONSTRUCTION****BUILDING:**

RCC Frame Structure.

EXTERNAL FINISH:

Blending of Cement base paint & other Decorative finish.

STAIRCASES:

Spacious Staircases in Marble/Granite Stone.

INTERIOR WALLS:

Brick walls with plaster of Paris finish over Cement plaster.

FLOORING:

Marble/vitrified tiles in bedroom, kitchens, toilets, living room, dining room

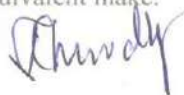

Balcony anti-skid ceramic tiles.

KITCHEN:

Counter with stainless steel sink and finish with granite, Ceramic tiles upto 6 feet height from floor. Exhaust fan to be provided. Towel stand.

BATHROOM:

Glazed Tiles upto door height, hot and cold water in Master Bathroom, exhaust fan provision, white coloured European style WC, with provision of hand shower and basin of Paryware/Hindware or equivalent make. Elegant C P fittings of ESS or equivalent make.



 Anita Chakrabarti
 Chennayee Chatterjee
 Debashis Chattopadhyay



District Sub-Registrar-IV
Alipore, South 24 Parganas
Registration 1501

20 DEC 1977

WINDOWS:

Aluminum frame with glass panes.

DOORS:

Door frame in Malaysian Sal wood and Flush shutters of approved make as per ISI specification having teak aced play with complete lock etc. The main door will have a magic eye and safety latch too. The main door will be a panel door.

ELECTRICALS:

Copper wiring in concealed conducts. Sufficient light/fan points and TV, telephone points in master bedroom and living/dining room, AC points in all rooms, switches semi modular. The electrical wiring should have adequate amperage capacity to take care of high current devices such as air conditioners, geysers. Electrical points as required to be provided in kitchen and bathroom.

COMMON FACILITIES:

Lift of Schindler/LT or equivalent make, 24 hrs. filtered water supply, Decorative finish of lift faia, Intercom, Fire extinguishers in all floors

OTHER COMMON FACILITIES:

a) All open spaces such as balcony will have steel / RCC as per design given by the architect

b) Adequate light points for general lighting

c) Every apartment will have its own independent electric circuit breaker and control panel inside each flat and an electric meter at a common place as per CESC requirement

d) Automatic MCB to avoid overload to be provided for each apartment

Kindly

Gambhira
Anita Chakrabarti
Chinmayee Chatterjee
Debashis Chattopadhyay



District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas
20 DEC 2023

28. EXECUTION AND DELIVERY:

28.1 In witness whereof the Parties have executed this Agreement on the date mentioned above.

- Goutam Chatterjee alias
Gautam Chattopadhyay
- Chinmoyee Chatterjee
- Debarshis Chattopadhyay

- Anita Chakrabarti

MSD ENCLAVE PROJECTS PVT. LTD.

[Signature]
Director

First Party:

Gautam Chatterjee
alias Gautam Chattopadhyay
Debashis Chattopadhyay
Chinmoyee Chatterjee
Anita Chakrabarti
35, Kabir Road,
Police Station – Tollygunge,
Kolkata – 700 026.

Second Party:

MSD ENCLAVE PROJECTS
PVT. LTD.
8, Lake Avenue
Police Station – Tollygunge,
Kolkata – 700 026

Witnesses:

1. *[Signature]*
18, Moore Avenue
Kolkata - 700040

2.

PREPARED BY

[Signature]
SUBIR KUMAR DUTTA

Advocate

Alipore Civil & Criminal Court, Kolkata – 700 027.

WA 2165/99



District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

20 DEC 2023

Thumb Fore Middle Ring Little



Left Hand
Finger Prints



Right Hand
Finger Prints



Name :- *Gautam Chatterjee*

Signature :- *Gautam Chatterjee*

Thumb Fore Middle Ring Little



Left Hand
Finger Prints



Right Hand
Finger Prints



Name :- *Debashis Chattopadhyay*

Signature :- *Debashis Chattopadhyay*



District Sub-Registrar IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

20 DEC 2023



Left Hand
Finger Prints

Thumb

Fore

Middle

Ring

Little



Right Hand
Finger Prints



Name : - Chinmayee Chatterjee

Signature : - Chinmayee Chatterjee



Left Hand
Finger Prints

Thumb

Fore

Middle

Ring

Little



Right Hand
Finger Prints



Name : - Anita Chakrabarti

Signature : - Anita Chakrabarti



Left Hand
Finger Prints

Thumb

Fore

Middle

Ring

Little



Right Hand
Finger Prints



Name : - Subhasish Chowdhury

Signature : - Subhasish Chowdhury



District Sub-Registrar-IV
Registrar D/S (2) of
Registration 1908
Alper, South 24 Parganas

20 DEC 2023

भारत सरकार
संस्कृत शिक्षण विभाग
संस्कृत शिक्षण बोर्ड
भारत सरकार
संस्कृत शिक्षण विभाग
संस्कृत शिक्षण बोर्ड
भारत सरकार
संस्कृत शिक्षण विभाग
संस्कृत शिक्षण बोर्ड

CFZ1387010



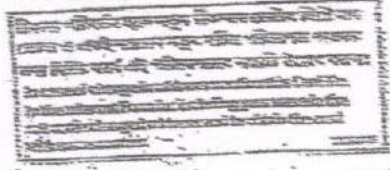
संस्कृत शिक्षण बोर्ड
संस्कृत शिक्षण विभाग
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संस्कृत शिक्षण बोर्ड
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संस्कृत शिक्षण विभाग





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



192023240320180288

GRN Details

GRN:	192023240320180288	Payment Mode:	SBI Epay
GRN Date:	19/12/2023 12:09:31	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4668142759737	BRN Date:	19/12/2023 12:10:11
Gateway Ref ID:	233532496473	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	191220232032018025	Payment Init. Date:	19/12/2023 12:09:31
Payment Status:	Successful	Payment Ref. No:	2003108566/1/2023
			[Query No*/Query Year]

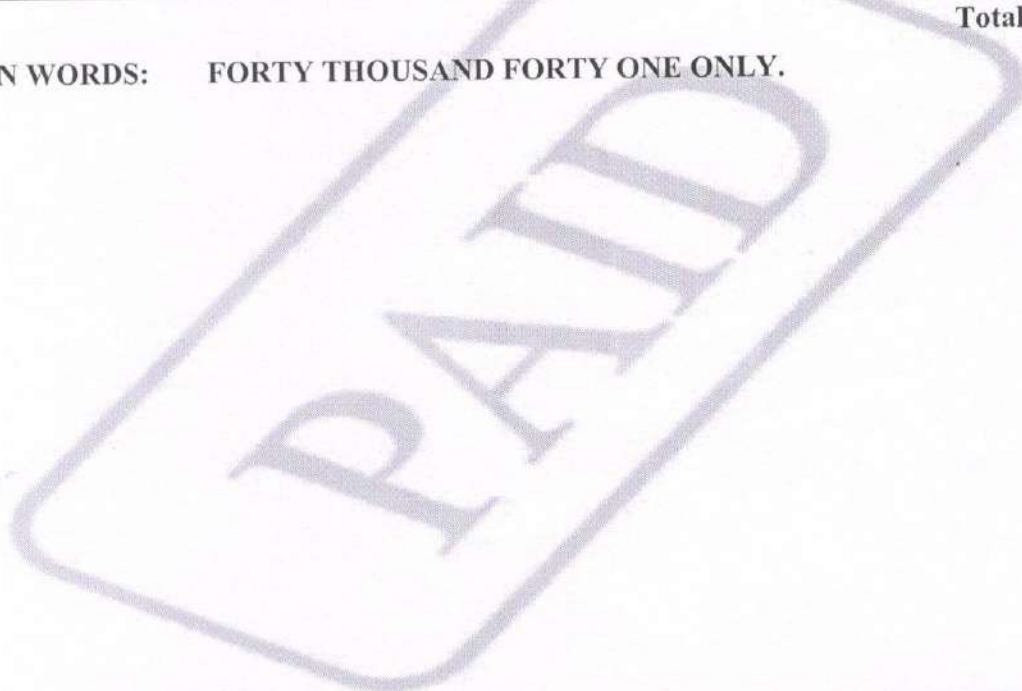
Depositor Details

Depositor's Name:	Ms MSD ENCLAVE PROJECTS PVT LTD
Address:	8, LAKE AVENUE, KOLKATA - 700026
Mobile:	9830071101
Period From (dd/mm/yyyy):	19/12/2023
Period To (dd/mm/yyyy):	19/12/2023
Payment Ref ID:	2003108566/1/2023
Dept Ref ID/DRN:	2003108566/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003108566/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	40020
2	2003108566/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	40041

IN WORDS: FORTY THOUSAND FORTY ONE ONLY.





Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



191220232032018025

GRIPS Payment Detail

GRIPS Payment ID:	191220232032018025	Payment Init. Date:	19/12/2023 12:09:31
Total Amount:	40041	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	4668142759737	BRN Date:	19/12/2023 12:10:11
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

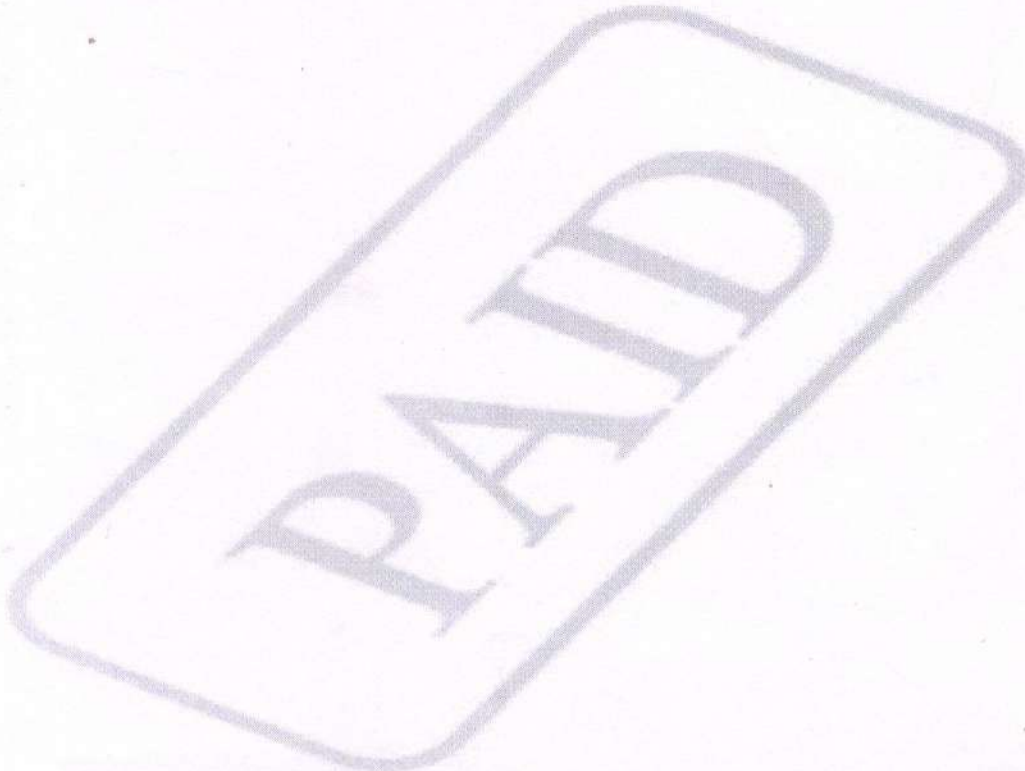
Depositor's Name: Ms MSD ENCLAVE PROJECTS PVT LTD
Mobile: 9830071101

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240320180288	Directorate of Registration & Stamp Revenue	40041
Total			40041

IN WORDS: FORTY THOUSAND FORTY ONE ONLY.

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



Major Information of the Deed

Deed No :	I-1604-15266/2023	Date of Registration	20/12/2023
Query No / Year	1604-2003108566/2023	Office where deed is registered	
Query Date	18/12/2023 9:08:44 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Subir Kumar Dutta Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, 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]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 2,95,89,423/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,070/- (Article:48(g))	Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



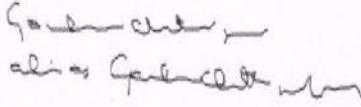


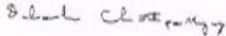


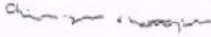
District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kabir Road, , Premises No: 35, , Ward No: 087 Pin Code : 700026


Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha 5 Chatak 41 Sq Ft	1/-	2,75,64,423/-	Width of Approach Road: 40 Ft.,
Grand Total :				8.8596Dec	1 /-	275,64,423 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	2/-	20,25,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		3000 sq ft	2 /-	20,25,000 /-	

Land Lord Details :



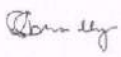


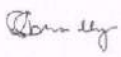


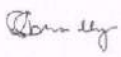
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr GAUTAM CHATTOPADHYAY, (Alias: Mr GAUTAM CHATTERJEE) Son of Late SOURENDRA NATH CHATTERJEE Executed by: Self, Date of Execution: 20/12/2023 , Admitted by: Self, Date of Admission: 20/12/2023 ,Place : Office		 Captured	
	20/12/2023	LTI 20/12/2023	20/12/2023	
35, KABIR ROAD, City:- Not Specified, P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AJxxxxxx7M, Aadhaar No: 37xxxxxxxx6225, Status :Individual, Executed by: Self, Date of Execution: 20/12/2023 , Admitted by: Self, Date of Admission: 20/12/2023 ,Place : Office				
2	Name Mr DEBASHIS CHATTOPADHYAY Son of Late BHUPENDRA NATH CHATTERJEE Executed by: Self, Date of Execution: 20/12/2023 , Admitted by: Self, Date of Admission: 20/12/2023 ,Place : Office		 Captured	
	20/12/2023	LTI 20/12/2023	20/12/2023	
35, KABIR ROAD, City:- Not Specified, P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACxxxxxx4E, Aadhaar No: 57xxxxxxxx7287, Status :Individual, Executed by: Self, Date of Execution: 20/12/2023 , Admitted by: Self, Date of Admission: 20/12/2023 ,Place : Office				
3	Name Mrs CHINMOYEE CHATTERJEE Wife of Late SAMARENDRA NATH CHATTERJEE Executed by: Self, Date of Execution: 20/12/2023 , Admitted by: Self, Date of Admission: 20/12/2023 ,Place : Office		 Captured	
	20/12/2023	LTI 20/12/2023	20/12/2023	
35, KABIR ROAD, City:- Not Specified, P.O:- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AIxxxxxx0D, Aadhaar No: 93xxxxxxxx9853, Status :Individual, Executed by: Self, Date of Execution: 20/12/2023 , Admitted by: Self, Date of Admission: 20/12/2023 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	Mrs ANITA CHAKRABARTI Wife of Mr BINAY BHUSHAN CHAKRABARTI Executed by: Self, Date of Execution: 20/12/2023 , Admitted by: Self, Date of Admission: 20/12/2023 ,Place : Office	 20/12/2023	 Captured LTI 20/12/2023	 20/12/2023
4/S, NAKTALA ROAD, City:- Not Specified, P.O:- NAKTALA, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ABxxxxxx5D, Aadhaar No: 53xxxxxxxx2973, Status :Individual, Executed by: Self, Date of Execution: 20/12/2023 , Admitted by: Self, Date of Admission: 20/12/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MSD ENCLAVE PROJECTS PRIVATE LIMITED 8, LAKE AVENUE, City:- Not Specified, P.O:- SARAT BOSE ROAD, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.:: Axxxxxx9C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SUBHASISH CHOWDHURY (Presentant) Son of Late JAYANTA CHOWDHURY Date of Execution - 20/12/2023, , Admitted by: Self, Date of Admission: 20/12/2023, Place of Admission of Execution: Office </td> <td>  Dec 20 2023 12:07PM </td> <td>  Captured LTI 20/12/2023 </td> <td>  20/12/2023 </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr SUBHASISH CHOWDHURY (Presentant) Son of Late JAYANTA CHOWDHURY Date of Execution - 20/12/2023, , Admitted by: Self, Date of Admission: 20/12/2023, Place of Admission of Execution: Office	 Dec 20 2023 12:07PM	 Captured LTI 20/12/2023	 20/12/2023
Name	Photo	Finger Print	Signature						
Mr SUBHASISH CHOWDHURY (Presentant) Son of Late JAYANTA CHOWDHURY Date of Execution - 20/12/2023, , Admitted by: Self, Date of Admission: 20/12/2023, Place of Admission of Execution: Office	 Dec 20 2023 12:07PM	 Captured LTI 20/12/2023	 20/12/2023						
8, LAKE AVENUE, KOLKATA, City:- Not Specified, P.O:- SARAT BOSE ROAD, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx7J, Aadhaar No: 76xxxxxxxx0901 Status : Representative, Representative of : MSD ENCLAVE PROJECTS PRIVATE LIMITED (as DIRECTOR)									

Identifier Details :

Name	Photo	Finger Print	Signature
Mr GAUTAM KHAN Son of Mr SAKHI GOPAL KHAN ALIPORE POLICE COURT KOLKATA, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 20/12/2023	 Captured 20/12/2023	 20/12/2023

Identifier Of Mr GAUTAM CHATTOPADHYAY, Mr DEBASHIS CHATTOPADHYAY, Mrs CHINMOYEE CHATTERJEE, Mrs ANITA CHAKRABARTI, Mr SUBHASISH CHOWDHURY

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr GAUTAM CHATTOPADHYAY	MSD ENCLAVE PROJECTS PRIVATE LIMITED-2.2149 Dec
2	Mr DEBASHIS CHATTOPADHYAY	MSD ENCLAVE PROJECTS PRIVATE LIMITED-2.2149 Dec
3	Mrs CHINMOYEE CHATTERJEE	MSD ENCLAVE PROJECTS PRIVATE LIMITED-2.2149 Dec
4	Mrs ANITA CHAKRABARTI	MSD ENCLAVE PROJECTS PRIVATE LIMITED-2.2149 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr GAUTAM CHATTOPADHYAY	MSD ENCLAVE PROJECTS PRIVATE LIMITED-750.00000000 Sq Ft
2	Mr DEBASHIS CHATTOPADHYAY	MSD ENCLAVE PROJECTS PRIVATE LIMITED-750.00000000 Sq Ft
3	Mrs CHINMOYEE CHATTERJEE	MSD ENCLAVE PROJECTS PRIVATE LIMITED-750.00000000 Sq Ft
4	Mrs ANITA CHAKRABARTI	MSD ENCLAVE PROJECTS PRIVATE LIMITED-750.00000000 Sq Ft

Endorsement For Deed Number : I - 160415266 / 2023

On 20-12-2023

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

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

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

Presented for registration at 12:00 hrs on 20-12-2023, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr SUBHASISH CHOWDHURY ,.

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 2,95,89,423/-

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

Execution is admitted on 20/12/2023 by 1. Mr GAUTAM CHATTOPADHYAY, Alias Mr GAUTAM CHATTERJEE, Son of Late SOURENDRA NATH CHATTERJEE, 35, KABIR ROAD, P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Retired Person, 2. Mr DEBASHIS CHATTOPADHYAY, Son of Late BHUPENDRA NATH CHATTERJEE, 35, KABIR ROAD, P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Retired Person, 3. Mrs CHINMOYEE CHATTERJEE, Wife of Late SAMARENDRA NATH CHATTERJEE, 35, KABIR ROAD, P.O: KALIGHAT, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife, 4. Mrs ANITA CHAKRABARTI, Wife of Mr BINAY BHUSHAN CHAKRABARTI, 4/S, NAKTALA ROAD, P.O: NAKTALA, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Retired Person

Indetified by Mr GAUTAM KHAN, , Son of Mr SAKHI GOPAL KHAN, ALIPORE POLICE COURT KOLKATA, P.O: ALIPORE, Thana: Alipore, , 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 20-12-2023 by Mr SUBHASISH CHOWDHURY, DIRECTOR, MSD ENCLAVE PROJECTS PRIVATE LIMITED (Private Limited Company), 8, LAKE AVENUE, City:- Not Specified, P.O:- SARAT BOSE ROAD, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700026

Indetified by Mr GAUTAM KHAN, , Son of Mr SAKHI GOPAL KHAN, ALIPORE POLICE COURT KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/12/2023 12:10PM with Govt. Ref. No: 192023240320180288 on 19-12-2023, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 4668142759737 on 19-12-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 50.00/-, by online = Rs 40,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1144, Amount: Rs.50.00/-, Date of Purchase: 15/12/2023, Vendor name: L Kdas
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 19/12/2023 12:10PM with Govt. Ref. No: 192023240320180288 on 19-12-2023, Amount Rs: 40,020/-,
Bank: SBI EPay (SBlePay), Ref. No. 4668142759737 on 19-12-2023, Head of Account 0030-02-103-003-02

(Handwritten Signature)

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2024, Page from 9446 to 9496

being No 160415266 for the year 2023.



(Handwritten signature)

Digitally signed by Anupam Halder
Date: 2024.01.08 13:04:31 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 08/01/2024

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS

West Bengal.