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पश्चिम बंगाल WEST BENGAL

AE 014592

2-1355608/2020

[Signature]
 21/10/2020
 Additional Registrar of Assurances
 Kolkata



Certified that the documents...
 Registered...
 and the...
 Additional Registrar
 Kolkata

21 OCT 2020

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the
 21st day of October, 2020 (Two Thousand and Twenty)

BETWEEN



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

GRN: 19-202021-011997497-1 Payment Mode: Online Payment
GRN Date: 17/10/2020 12:05:04 Bank: ICICI Bank
BRN: 53499811 BRN Date: 17/10/2020 12:07:30

DEPOSITOR'S DETAILS

Id No.: 3001355608/10/2020
(Query No./Query Year)

Name: Structure India
Contact No.: Mobile No.: +91 9836112424
E-mail:
Address: 33A Chowringhee rd
Applicant Name: Mr APARAJITA GHOSH
Office Name:
Office Address:
Status of Depositor: Attorney of Executant
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No 10

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	3001355608/10/2020	Property Registration- Stamp duty	0030-02-103-003-02	38921
2	3001355608/10/2020	Property Registration- Registration Fees	0030-03-104-001-18	5021

Total

44942

In Words: Rupees Forty Four Thousand Nine Hundred Forty Two only

(1) **SRI ALOKE KUMAR GHOSH** (PAN No.AXOPG8694H) (AADHAAR No.730317512424), (VOTER ID CARD No.WB/21/141/045029) (2) **SRI KANAK KUMAR GHOSH** (PAN No.BIRPG8200Q) (AADHAAR No.422338458946), (VOTER ID CARD No.WB/21/141/045755) both sons of Late Ashok Kumar Ghosh (3) **SRI AMIT KUMAR KUNDU** son of Amar Krishna Kundu (PAN No.BXNPK7011C) (AADHAAR No.716036704760), (VOTER ID CARD No.IUE2429181) all by Faith - Hindu, by Nationality - Indian, (1) by Occupation - Retired Persons, (2) & (3) by Occupation - Service all permanent resident of 7A Kambulia Tola Lane, P.S. Shyampukur, P.O. Hatkhola, Kolkata - 700 005 hereinafter called and referred to as the "OWNERS/FIRST PARTY" (which term or expression shall unless excluded by or repugnant to the subject or context shall deem to mean and include their heirs, executors, administrators, legal representatives and/or assigns) of the ONE PART.

A N D

STRUCTURE INDIA, a Partnership Firm (PAN No.AEBFS4815A) having its office at Chatterjee International Centre, 33A Chowringhee Road Kolkata - 700 071, P.S. Shakespeare Sarani, P.O. Park Street represented by its Partners (1) **Sri Chiranjib Saha** son of Late Chitta Ranjan Saha (PAN No.ALAPS0926L) (AADHAAR No.990981792205), (VOTER ID CARD No.KTF0217315) residing at 234/1, Gopal Lal Thakur Road, P.O. & P.S. Baranagar, Kolkata - 700 036 (2) **Sri Debabrata Bhattacharya** son of Nripendra Nath Bhattacharjee (PAN No.AFNPB5701P) (AADHAAR

No.311882453802), (VOTER ID CARD No.WB/22/160/231378) residing at 8R, Roy Para Bye Lane, P.O. & P.S. Sinthi, Kolkata - 700 050 both by faith Hindu, by Nationality Indian, by Occupation Business, hereinafter called and referred to as the "DEVELOPER/ SECOND PARTY" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in office, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the First Party hereto are the absolute and joint lawful owners of ALL THAT piece and parcel of total land admeasuring 08 (Eight) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.ft more or less lying and situated at Premises No.7A, Kambulia Tola Lane (previously Premises No.7A & 7B, Kambulia Tola Lane) , P.S. Shyampukur, Kolkata - 700 005 within the ward No.10 of the Kolkata Municipal Corporation together with old dilapidated structure standing thereon by virtue of inheritance.

AND WHEREAS one Netro Gopal Ghosh son of late Bholanath Ghosh was seized and possessed of and otherwise well and sufficiently entitled to the Premises No.17, Kambulia Tola Lane in the town of Calcutta.

AND WHEREAS said Netro Gopal Ghosh departed his life on 17th day of December 1905 having previous to his death on 3rd day of December 1905 said Netro Gopal Ghosh made and published his last will and testament in

english language and character whereby he appointed his son Bhudar Chandra Ghosh @ Bhudhar Prosad Ghosh @ Bhudhar Ghosh as sole executor of the will thereof and empowered and authorised him to dispose of the said house and Premises No.17, Kambulia Tola Lane in the town of Calcutta and directed Bhudar Chandra Ghosh that out of the sale proceeds of his house at Premises No.17, Kambulia Tola Lane in the town of Calcutta to pay to Sreemuty Leelabutty Dassi @ Leelabutty Ghosh, widow of Satish Chandra Ghosh, deceased son of Nettro Gopal Ghosh, mother and natural guardian of infant grandsons of said Nettro Gopal Ghosh (Sunil Kumar Ghosh, Sushil Kumar Ghosh and Sudhir Kumar Ghosh) by his predeceased son Satish Chandra Ghosh a sum of Rs.1,000/- (Rupees One Thousand) only each in Government Promissory Notes to be held by her for absolute use and benefit of his grandsons in equal shares until they attain their respective ages of majority and further directed Bhudar Chandra Ghosh to pay the sum of Rs.2,000/- (Rupees Two Thousand) only to be placed in trust with Ashutosh Dey for payment to his youngest son Annada Prosad Ghosh on his attaining the age of 32 and thereafter retain the balance for his own absolute use and benefit.

AND WHEREAS said Bhudhar Chandra Ghosh on 7th July 1906 duly obtained probate from High Court of Judicature at Fort William in Bengal and was appointed as sole executor for the last will and testament of said Nettro Gopal Ghosh.

AND WHEREAS as per directions made in the will of Nettro Gopal Ghosh said Bhudar Chandra Ghosh as executor of the will of Nettro Gopal Ghosh sold and conveyed to Ashutosh Dey all that brick built messuage tenement or dwelling house together with piece and parcel of free land containing by estimation 05 (Five) Cottahs 11 (Eleven) Chitacks and 26 (Twenty Six) Sq.Ft. little more or less situated lying at and being portion of the Premises No.17, Kambulia Tola Lane in the town of Calcutta Northern Division vide an Indenture of Conveyance dated 10th day of September, 1909, being No.2338 for the year 1909, registered at Sub-Registrar, Calcutta and recorded in Book No.I, Volume No.70, Pages 84 to 95 and said Bhudar Chandra Ghosh also reserved for himself the ownership over the remaining portion of the land and building i.e. all that brick built messuage tenement or dwelling house together with piece and parcel of free land containing by estimation 02 (Two) Cottahs 12 (Twelve) Chitacks and 32 (Thirty two) Sq.Ft. little more or less situated lying at and being the other portion of the Premises No.17, Kambulia Tola Lane in the town of Calcutta Northern Division.

AND WHEREAS as per directions made in the will made by Nettro Gopal Ghosh said Bhudar Chandra Ghosh duly paid Rs.3,000/- (Rupees Three Thousand) only out of the sale proceeds of the house at Premises No.17, Kambulia Tola Lane in the town of Calcutta to said Sreemuty Leelabutty Dassi @ Leelabutty Ghosh, widow of Satish Chandra Ghosh and

Certificated Guardian of the person and property her infant sons Sunil Kumar Ghosh, Sushil Kumar Ghosh and Sudhir Kumar Ghosh and said Leelabutty Ghosh released and discharged the said Bhudar Ghosh of from and against all manner of claims against said Bhudar Ghosh and indemnified him from all claim in respect of the property concerned by the said will and testament of Netro Gopal Ghosh that may be made against Bhudhar Ghosh by the said infant sons of her and their representatives and assigns vide an Indenture of Release dated 10th day of September, 1909, being No.585 for the year 1909, registered at Sub-Registrar, Calcutta and recorded in Book No:IV, Volume No.1, Pages 251 to 254.

AND WHEREAS as per directions made in the will made by Netro Gopal Ghosh said Bhudar Chandra Ghosh duly paid Rs.2,000/- (Rupees Two Thousand) only out of the sale proceeds of the house at Premises No.17, Kambulia Tola Lane in the town of Calcutta to said Ashutosh Dey to be held in trust for payment to Annada Prosad Ghosh on his attaining the age of 32 and Ashutosh Dey duly paid Rs.2,000/- (Rupees Two Thousand) only to said Annoda Prosad Ghosh and thereafter said Annoda Prosad Ghosh released and discharged the said Bhudar Chandra Ghosh and Ashutosh Dey from and against all action and claim whatsoever for a amount of Rs.2,000/- (Rupees Two Thousand) only vide an Indenture of Release dated 10th day of September, 1909, being No.584 for the year 1909, registered at

Sub-Registrar, Calcutta and recorded in Book No.IV, Volume No.6, Pages 233 to 236.

AND WHEREAS said Ashutosh Dey made and published his last will and testament dated 12th day of December, 1912 duly registered at Registrar of Calcutta being No.83 for the year 1912 and recorded in Book No.III, Volume No.2, Pages 268 to 280 whereby he appointed his wife Sreemutty Nitya Mohini Dassi, Babu Kshitish Chandra Chakraborty and Bagala Charan Bhattacharya executrix and executors and trustees of his will and further devised and bequeathed the house being the back part of Premises No.17, Kambulia Tola Lane in the town of Calcutta to Harit Kumar Ghosh son of Bhudhar Chandra Ghosh his heirs, executors, administrator and assign absolutely and forever.

AND WHEREAS said Sreemutty Nitya Mohini Dassi and Bagala Charan Bhattacharya (said Babu Kshitish Chandra Chakraborty renounced his executorship) on 29th day of May 1917 duly obtained probate from High Court of Judicature at Fort William in Bengal and were appointed as executrix and executor for the last will and testament of said Ashutosh Dey.

AND WHEREAS by means of bequeath made by Ashutosh Dey, said Harit Kumar Ghosh became entitled to all that brick built messuage tenement or dwelling house together with piece and parcel of free land containing by

estimation 05 (Five) Cottahs 11 (eleven) Chitacks and 26 (Twenty six) Sq.Ft. little more or less situated lying at and being portion of the Premises No.17, Kambulia Tola Lane in the town of Calcutta Northern Division.

AND WHEREAS the said Premises No.17, Kambulia Tola Lane in the town of Calcutta was mutated in the joint names of Bhudar Prosad Ghosh and Harit Kumar Ghosh in the records of the Corporation of Calcutta.

AND WHEREAS Bhudar Chandra Ghosh made and published his last will and testament dated 26th day of February 1961 whereby he appointed his eldest grandson Shri Ashok Kumar Ghosh, son of Harit Kumar Ghosh as executor of the will and bequeathed all his immovable and movable properties in equal shares to his two grandsons Shri Ashok Kumar Ghosh and Shri Shankar Kumar Ghosh with further direction that said Shankar Kumar Ghosh who was missing at the time of making the will does not come back or not alive then at the expiry of two years from his death all the properties of Bhudar Chandra Ghosh shall be bequeathed to Shri Ashok Kumar Ghosh.

AND WHEREAS said Ashok Kumar Ghosh on 15th day of September 1964 duly obtained probate from High Court at Calcutta in its Testamentary and Intestate Jurisdiction (126 of 1964) and was appointed as executor for the last will and testament of said Bhudar Prosad Ghosh.

AND WHEREAS said Shankar Kumar Ghosh the youngest son of Harit Kumar Ghosh could not be found ever again nor heard to be alive and thus all the properties belonging to said Bhudar Chandra Ghosh was ultimately bequeathed upon Ashok Kumar Ghosh.

AND WHEREAS by means of bequeath made by Bhudar Chandra Ghosh, said Ashok Kumar Ghosh became entitled to all that brick built messuage tenement or dwelling house together with piece and parcel of free land containing by estimation 02 (Two) Cottahs 12 (Twelve) Chitacks and 32 (Thirty two) Sq.Ft. little more or less situated lying at and being the other portion of the Premises No.17, Kambulia Tola Lane in the town of Calcutta Northern Division.

AND WHEREAS said Premises No.17, Kambulia Tola Lane was renumbered as Premises No.7, Kambulia Tola Lane, Kolkata - 700 005 and names of Ashok Kumar Ghosh and Harit Kumar Ghosh were mutated as joint owners in the records of Corporation of Calcutta.

AND WHEREAS as per order passed by Corporation of Calcutta Assessment Department dated 15th September, 1970 Premises No.7, Kambulia Tola Lane was apportioned amongst Ashok Kumar Ghosh and Harit Kumar Ghosh and thereupon Ashok Kumar Ghosh became entitled to Premises

No.7A, Kambulia Tola Lane being all that brick built messuage tenement or dwelling house together with piece and parcel of free land containing by estimation 02 (Two) Cottahs 12 (Twelve) Chitacks and 32 (Thirty two) Sq.Ft. little more or less and Harit Kumar Ghosh became entitled to Premises No.7B, Kambulia Tola Lane being all that brick built messuage tenement or dwelling house together with piece and parcel of free land containing by estimation 05 (Five) Cottahs 11 (eleven) Chitacks and 26 (Twenty six) Sq.Ft. little more or less.

AND WHEREAS said Ashok Kumar Ghosh died intestate on 15th February, 1973 leaving behind his wife Ashoka Ghosh, two sons Alope Kumar Ghosh and Kanak Kumar Ghosh and one daughter Baisakhi Ghosh as his legal heirs and successors as per laws of Hindu Succession. Thereafter Ashoka Ghosh, Alope Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) duly mutated their names in the records of Calcutta Municipal Corporation for Premises No.7A, Kambulia Tola Lane, Kolkata - 700 005 having Assessee No.110101800120.

AND WHEREAS said Harit Kumar Ghosh died intestate on 2nd day of November, 1977 leaving behind his wife Subarna Prava Ghosh, daughter in law Ashoka Ghosh (wife of Late Ashok Kumar Ghosh, since deceased) and grand children Alope Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) as his legal heirs and successors as per laws of Hindu

Succession. Thereafter Subarna Prava Ghosh died intestate on 10th day of November 1979 leaving behind her daughter in law Ashoka Ghosh and grand children Alope Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) as his legal heirs and successors as per laws of Hindu Succession. That Ashoka Ghosh (wife of Ashok Kumar Ghosh) and Alope Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) sons and daughter of Ashok Kumar Ghosh duly mutated their names in the records of Calcutta Municipal Corporation for Premises No.7B, Kambulia Tola Lane, Kolkata - 700 005 having Assessee No.110101800155.

AND WHEREAS said Ashoka Ghosh wife of late Ashok Kumar Ghosh died intestate on 21st February, 2013 leaving behind two sons Alope Kumar Ghosh, Kanak Kumar Ghosh and one married daughter Baisakhi Ghosh (Kundu). Thus Alope Kumar Ghosh, Kanak Kumar Ghosh and daughter Baisakhi Ghosh (Kundu) each having undivided 1/3rd share became jointly seized and possessed of **ALL THAT** piece and parcel of land admeasuring 05 (Five) Cottahs 11 (Eleven) Chittacks 26 (Twenty six) Sq.ft more or less lying and situated at Premises No.7B, Kambulia Tola Lane, Kolkata - 700 005 and **ALL THAT** piece and parcel of a land measuring an area 02 (Two) Cottahs 12 (Twelve) Chittacks 32 (Thirty two) Sq.ft lying and situated at Premises No.7A, Kambulia Tola Lane, Kolkata - 700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation

together with old dilapidated brick built messuge tenament or dwelling house standing thereon.

AND WHEREAS Alope Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) been in peaceful khas possession and enjoying all the right, title and interest in the above mentioned property for development of the same approached M/s STRUCTURES INDIA, a Partnership Firm represented by it's Partners Sri Chiranjib Saha and Sri Debabrata Bhattacharya for construction of multi storied building(s) on the above mentioned land and the M/s STRUCTURES INDIA having accepted the said offer and entered into an Agreement for Development dated 1st April, 2015, Being No.3771 for the year 2015, registered at ARA-II, Kolkata, recorded in Book -1, CD Volume No.21, Pages 2006 to 2049 thereafter Alope Kumar Ghosh, Kanak Kumar Ghosh and Baisakhi Ghosh (Kundu) also executed a Development Power of Attorney dated 1st April, 2015, Being No.1859 for the year 2015, registered at ARA-III, Kolkata, recorded in Book No.IV, CD Volume No.5, Pages 95 to 116 favour of M/s STRUCTURES INDIA, a Partnership Firm represented by it's Partners Sri Chiranjib Saha and Sri Debabrata Bhattacharya for construction of proposed multistoried building(s) upon above mentioned property as per the sanctioned building Plan to be obtained from Kolkata Municipal Corporation at their own cost, expenses and liability.

AND WHEREAS Baisakhi Ghosh (Kundu) wife of Amar Krishna Kundu and daughter of Late Ashoke Kumar Ghosh died on 1st September, 2017 after publishing her last Will and Testament dated 22nd July 2017, being No.748 of 2017, registered at ARA III, Kolkata and recorded in Book-III, Volume No.1903-2017, Page from 10830 to 10844 whereby bequeathing her 1/3rd share in **ALL THAT** piece and parcel of land admeasuring 05 (Five) Cottahs 11 (Eleven) Chittacks 26 (Twenty six) Sq.ft more or less lying and situated at Premises No.7B, Kambulia Tola Lane, Kolkata - 700 005 and **ALL THAT** piece and parcel of a land measuring an area 02 (Two) Cottahs 12 (Twelve) Chittacks 32 (Thirty two) Sq.ft lying and situated at Premises No.7A, Kambulia Tola Lane, Kolkata - 700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation together with old dilapidated brick built messuage tenement or dwelling house standing thereon to her only son Amit Kumar Kundu.

AND WHEREAS Amit Kumar Kundu the sole executor of the will made by Baisakhi Ghosh (Kundu) was duly granted Probate on 4th August, 2018 by the Court of Ld Chief Judge, City Civil Court, Calcutta in Probate Case No.70 of 2017 for the last Will and Testament of Baisakhi Ghosh (Kundu) dated 22nd July 2017, being No.748 of 2017, registered at ARA III, Kolkata.

AND WHEREAS Amit Kumar Kundu became one of the joint owners having 1/3rd share in **ALL THAT** piece and parcel of land admeasuring 05 (Five)

Cottahs 11 (Eleven) Chittacks 26 (Twenty six) Sq.ft more or less lying and situated at Premises No.7B, Kambulia Tola Lane, Kolkata - 700 005 and **ALL THAT** piece and parcel of a land measuring an area 02 (Two) Cottahs 12 (Twelve) Chittacks 32 (Thirty two) Sq.ft lying and situated at Premises No.7A, Kambulia Tola Lane, Kolkata - 700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation together with old dilapidated brick built messuge tenament or dwelling house standing thereon.

AND WHEREAS Alope Kumar Ghosh, Kanak Kumar Ghosh and Amit Kumar Kundu had also executed a Development Power of Attorney dated 9th December, 2017 in Being No.6953 for the year 2017, registered at ARA-III, Kolkata, recorded in Book -IV, Volume No.1903-2017, Pages 181798 to 181836 favour of M/s STRUCTURES INDIA, a Partnership Firm represented by it's Partners Sri Chiranjib Saha and Sri Debabrata Bhattacharya for above mentioned property.

AND WHEREAS Alope Kumar Ghosh, Kanak Kumar Ghosh, Amit Kumar Kundu through M/s STRUCTURES INDIA (erstwhile Developer) amalgarnated both the land lying and situated at Premises No.7A, Kambulia Tola Lane being all that brick built messuge tenament or dwelling house together with piece and parcel of land measuring 02 (Two) Cottahs 12 (Twelve) Chitacks and 32 (Thirty two) Sq.Ft. little more or less and Premises

7B, Kambulia Tola Lane being all that brick built messuge tenement or dwelling house together with piece and parcel of land measuring 05 (Five) Cottahs 11 (eleven) Chitacks and 26 (Twenty six) Sq.Ft. little more or less.

AND WHEREAS after amalgamation of Premises No.7A, Kambulia Tola Lane and Premises No.7B, Kambulia Tola Lane the amalgamated Premises is renumbered in the records of Kolkata Municipal Corporation as 7A, Kambulia Tola Lane, P.S. Shyampukur, Kolkata - 700 005 within the ward No.10 of the Kolkata Municipal Corporation P.S. Shyampukur, Kolkata - 700 005 within the ward No.10 of the Kolkata Municipal Corporation and upon physical measurement found to be admeasuring 08 (Eight) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.ft more or less morefully and particularly described in Schedule hereunder.

AND WHEREAS Alope Kumar Ghosh, Kanak Kumar Ghosh, Amit Kumar Kundu have cancelled the Agreement for Development dated 1st April, 2015 Being No.3771 for the year 2015, registered at ARA-II, Kolkata vide Deed of Cancellation of Agreement for Development Being No.3976 for the year 2020, registered at ARA - II, Kolkata and also revoked the Development Power of Attorney dated 9th December, 2017 Being No.6953 for the year 2017, registered at ARA-III, Kolkata vide Revocation of Development Power of Attorney Being No.640 for the year 2020, registered at ARA - III, Kolkata.

AND WHEREAS Alope Kumar Ghosh, Kanak Kumar Ghosh and Amit Kumar Kundu been seized, possessed and in peaceful khas possession and enjoying all the right, title and interest in Premises no. 7A, Kambulia Tola Lane, admeasuring 08 (Eight) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.ft more or less P.S. Shyampukur, Kolkata - 700 005 within the ward No.10 of the Kolkata Municipal Corporation P.S. Shyampukur, Kolkata - 700 005 within the ward No.10 of the Kolkata Municipal Corporation together with old dilapidated brick built messuge tenament or dwelling house standing thereon morefully and particularly described in Schedule intend to enter into fresh Development Agreement with STRUCTURE INDIA, a Partnership Firm represented by it's Partners Sri Chiranjib Saha and Sri Debabrata Bhattacharya for completion of development and construction of multi storied building(s) on the above mentioned land. ...

AND WHEREAS the present Developer has agreed to complete the development of the said property by making construction of the multistoried building (s) at their own fund as per the sanctioned building plan and both the parties hereto have agreed and enter into this agreement, inter alia on the terms and conditions hereunder written.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY
AND BETWEEN THE PARTIES HERETO as follows :**

ARTICLE - I : DEFINITIONS

In these presents unless there is something in the subject or context repugnant to or inconsistent therewith:-

- 1.1 **OWNER** shall mean Alok Kumar Ghosh, Kanak Kumar Ghosh and Amit Kundu, and include their heirs, executors, administrators, legal representatives and/or assigns.

- 1.2 **DEVELOPER** shall mean **STRUCTURE INDIA**, a Partnership Firm having its office at Chatterjee International Centre, 33A Chowringhee Road Kolkata - 700 071, represented by its Partners (1) Sri Chiranjib Saha son of Late Chitta Ranjan Saha residing at 234/1, Gopal Lal Thakur Road, Kolkata - 700 036 (2) Sri Debabrata Bhattacharya son of Nripendra Nath Bhattacharjee residing at 8R, Roy Para Bye Lane, Kolkata - 700 050, and include its successors in office, administrators, legal representatives and assigns).

- 1.3 **THE SAID PROPERTY** shall mean ALL THAT piece and parcel of land admeasuring an area of 08 (Eight) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.ft lying or situate at Premises No.7A, Kambulia Tola Lane, Kolkata -700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation together with old dilapidated brick

built message tenement or dwelling house standing thereupon more fully, described in the **First Schedule** hereunder written.

1.4 **OLD BUILDING** shall mean and include the all that old and dilapidated brick built message tenement or dwelling house standing thereupon.

1.5 **NEW BUILDING** shall mean and include the building or buildings comprising of several flat unit/car parking spaces/shop rooms etc. as per plan to be sanctioned by the Kolkata Municipal Corporation and/or other authorities concerned.

1.6 **COMMON FACILITIES & AMENITIES** shall include corridors, hallways, stairways, passageways, lift well, lifts, driveways, common lavatories provided by the Developer, pump room, tube well, overhead water tank, water pump and motor and other facilities which may be mutually agreed upon between the parties.

1.7 **SUPER BUILT UP AREA** shall mean the space in the new building or buildings available for independent use and occupation after making due provisions for common facilities and the space required thereof.

1.8 **OWNER'S ALLOCATION** shall mean 47% of the built up/constructed area (inclusive of area if any allotted for rehabilitation of

tenants) comprised in several flats of various sizes to be provided by the Developer to the Owners to be constructed at schedule below property, more particularly mentioned in the **Second Schedule** hereunder written.

1.9 **DEVELOPER'S ALLOCATION** shall mean the remaining portion of the entire new building or buildings (i.e. 53% of the built up/constructed area) including proportionate superbuilt up area to be constructed at the said property together with the proportionate undivided share on the said land with the right of user of common facilities and amenities in the building (save and except the owner's allocation) which shall absolutely belong to the Developer morefully mentioned land described in the **Third Schedule** hereunder written.

1.10 **ARCHITECT** shall mean any person or persons who may be appointed by the Developer for designing and planning of the new building or buildings at his own costs.

1.11 **SUPERVISOR** shall mean the person who are appointed as Architect by the Developer for getting sanction of the building plan, who will act as Supervisor of the proposed building to be constructed on the said premises and the fees of the said Architect will be paid by the Developer.

1.12 **BUILDING PLAN** shall mean the plan to be prepared by the Architect and/or Engineer and the same shall be sanctioned and/or approved by the Kolkata Municipal Corporation or any other authorities concerned.

1.13 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting building to the intending purchasers thereof.

1.14 **TRANSFeree** shall mean a purchaser, person, persons, firm, limited company, association of persons to who any space and/or unit in the building or buildings to be constructed at the said premises is to be transferred.

1.15 **Unit** shall mean the flat, commercial space, car parking space and/or other covered area in the said building which is capable of being exclusively owned, used and/or enjoyed by any Unit Owners and which is capable of being exclusively owned, used and /or enjoyed by any Unit Owners and which will not be treated as common area, facility and common amenity.

1.16 **Unit Owners** shall mean any person or persons or body or association or firm or company who acquires, holds, enjoy and/or

owns any unit in the said building and shall include the Landowners and Developer of the project held by them from time to time.

1.17 **WORDS** importing singular shall include plural and vice versa.

1.18 **WORDS** importing masculine gender shall include feminine and neuter genders. Likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

ARTICLE II - COMMENCEMENT

This agreement shall be deemed to have been commenced on and with execution of these presents but the period of commencement of project will come into effect from the date of sanction of building plan or from handing over the vacant physical possession of the said property to the developer by the owners whichever is later.

This Agreement shall remain in full force and effect until such time all the transactions agreed herein are completed in all respects unless terminated.

ARTICLE III- OWNER'S RIGHTS & REPRESENTATIONS

- 3.1 The owners are absolutely seized and possessed or otherwise well and sufficiently entitled to **ALL THAT** the entirety of the said property fully mentioned in the First Schedule hereunder written. .
- 3.2 None other than the owners have any right, title and/or demand over and in respect of the said premises and/or any portion thereof. .
- 3.3 The said property is free from all encumbrances, charges, liens, lispendens, trusts, acquisitions, requisitions whatsoever or howsoever.
- 3.4 There is no excess vacant land at the said property within the meaning of the Urban Land (Ceiling and Regulations) Act, 1976.
- 3.5 There are no arrears of Municipal taxes and all municipal taxes as on date of agreement have been paid upto date.
- 3.6 The Owners have good, free, clear, marketable, bankable and transferrable right, title and interest in the Said Property, free from all encumbrances of any and every nature whatsoever. The Owners shall at their own cost and responsibility keep their respective titles in the Said Property good, free, clear, marketable, bankable and transferrable until the completion of the Project.
- 3.7 That the Said Property is not subject to any covenants, restrictions, stipulations, easements, rights of pre-emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.

3.8 That (1) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Property or the Owner, which may in any manner prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or the transaction stated hereunder nor is there any threat of any such proceedings (2) there are no unfulfilled or unsatisfied judgments, injunctions, attachments, court orders, debts, notices etc. in respect of the Said Property or the Owner (3) there is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Property and (4) there is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Property or the Owner and with respect to the said Property the Owner are not engaged, whether as plaintiff or defendant or otherwise, in any litigation, criminal or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or agency and no litigation, criminal or arbitration proceedings are pending by or against the Owner and there are no facts which are likely to give rise to the same or to

proceedings in respect of which the Owner would be liable to indemnify any person concerned.

3.9 The Developer has completely relied on the aforesaid representations and is satisfied with good right title and interest and believing the same to be true and acting on the faith thereof has not carried out any independent searches and has agreed to prima facie accept the title of the Owner and to make payment of the amount as hereinafter appearing by way of deposit and to incur all costs charges and expenses for undertaking the development of the said property it being expressly made clear that in the event of there being any defect in title it shall be the obligation and responsibility of the Owner to cure and/or remedy the same at its own cost and shall keep the Developer saved harmless and fully indemnified from and against all costs charges claims actions suits and proceedings including litigation costs.

3.10 That the Owners further undertakes to execute registered Power of Attorney in favour of Developer, whereby the Owners will give the Developer all powers required for the purpose of making such construction on Developer's own risk and cost as well as power to negotiate for making registered deeds including agreement in respect of the unit or units comprised in the proposed building pertaining to the Developer's Allocation.

ARTICLE IV - DEVELOPER'S RIGHTS & REPRESENTATIONS

- 4.1 The owners hereby grant, subject to what has herein been provided, an exclusive right to the Developer to build upon and to commercially exploit the said property/premises by constructing a new building or buildings thereon in accordance with the plan sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or cause to be made by the parties hereto.
- 4.2 That on the power and by virtue of this Agreement, the Developer is hereby empowered to raise the construction on the said property investing its own fund and resources and undertakes to erect the said building as per sanctioned building plan at its own cost and expenses whatsoever required to for construction of the building thereupon.
- 4.3 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the owners at its own costs and expenses and the Developer shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for exploitation of the said premises.
- 4.4 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owners of the said property or any part thereof to the Developer or as creating any rights, title or

interests in respect thereof of the Developer other than an exclusive license to the Developer to residentially/commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new building in the manner hereinafter stated .

ARTICLE - V CONSIDERATION

- 5.1 In consideration of the owner having agreed to permit the Developer the exclusive right to exploit the said property residentially/commercially and to develop the said property by constructing and erecting building or buildings, in accordance with the plan or plans sanctioned by the Kolkata Municipal Corporation in lieu of Owner's allocation.
- 5.2 **OWNER'S ALLOCATION** shall mean 47% of the built up/constructed area to be provided by the Developer to the Owners comprised in several flats/spaces of various sizes on all floors in the building to be constructed as per sanctioned building plan at schedule premises. The Developer shall pay to the First Party/Owners a total sum of **Rs.15,00,000/- (Rupees Fifteen Lakhs) only** in following manner (a) upon execution of this Development Agreement **Rs.5,00,000/- (Rupees Five Lakhs) only** (b) Upon obtaining sanction of building plan from Kolkata Municipal Corporation for Scheduled land **Rs.5,00,000/- (Rupees Five Lakhs) only** (c) Upon handing over vacant possession of Scheduled Land by Owners to Developer **Rs.5,00,000/- (Rupees Five Lakhs) only.** The total amount of

Rs.15,00,000/- (Rupees Fifteen Lakhs) only paid by Developer to Owners shall be refundable at the time of giving possession to the owners.

- 5.3 The aforesaid amount paid by the Developer to the Owners shall be refundable by owners to developers at the time of giving possession to the owners.

ARTICLE VI- PROCEDURE

- 6.1 The owners shall grant to the Developer and/or his nominee or nominees a Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permissions and sanctions from different authorities in connection with the construction of the building and also for pursuing and following up the matter with concerned Municipality and other authorities including for the purpose of entering into an agreement/ agreements in connection with the purpose of booking of the flat/flats from the Developer's allocation to execute the sale deed in respect of the developer's allocation for transfer the Developer's allocation to the intending purchasers as per their own will.

ARTICLE VII - POSSESSION

- 7.1 Immediately upon execution of this agreement, the owner & developer both will try mutually to evict/rehabilate the tenants in order to vacate the old dilapidated building in order to hand over the vacant possession of the entirety of the property for the purpose of development thereof to the Developer.

ARTICLE VIII - SPACE ALLOCATION

- 8.1 All the common portion of the said new building and all open spaces shall belong to the Developer and the Owner proportionately subject to fulfillment of all the obligations on the part of the parties hereto.
- 8.2 The Developer shall on completion of the new building or buildings will be entitled to get the 53% constructed area of the proposed building (save and except owner's allocation) and also be entitled to deal with the prospective purchaser (s) in respect of the flats, car parking space and other spaces in the proposed building on such terms and conditions which the Developer at his own discretion shall think fit.
- 8.3 The Developer shall be entitled to transfer or otherwise deal with the said constructed area (out of Developer's allocation) in the new building or buildings.

- 8.4 The Developer shall be exclusively entitled to transfer or otherwise deal with or dispose of the Developer's allocation or any part thereof without any right claim or interest therein, whatsoever of the owners and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer.
- 8.5 The developer will demolish and remove the existing structures and other articles and / or material at its own cost and expenses for which the first party owners are not liable or responsible. Amount realised from the sale of such shed and other materials will go to DEVELOPER'S account.

ARTICLE IX - BUILDING

- 9.1 The Developer shall at its own costs, construct, erect and complete the building at the said premises in accordance with the plan Sanctioned by the Kolkata Municipal Corporation and / or other authorities concerned with good and Standard materials.
- 9.2 The Developer shall install and erect in the said new building at its own costs lift, lift well, pumps, overhead reservoirs, electrification, permanent electric connection from the concerned Electric Supply Corporation and other facilities as are required to be provided in the residential multi storied building having self contained apartments and constructed for sale of flats therein on ownership basis and as

mutually agreed subject however that all payments on account of deposits and disbursements relating to the provision of the permanent electric lines in respect of transferee allocation shall be made by the owner individually in their proportionate share .

9.3 The Developer shall be authorized in the name of the owners so far as is necessary apply for and obtain quotas entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water electricity, power, drainages, sewerage and/or gas to the new building and other inputs and facilities required for the construction or by enjoyment of the building for which purpose the owners shall execute in favour of the Developer a Power of Attorney and other authorities as shall be required by the Developer.

9.4 The Developer shall at its own costs and expenses and without creating any financial or other liability on the owners construct and complete the said new building and various units and/or apartments therein in accordance with the sanctioned plan any amendment thereto or modification thereof made or cause to be made by the Developer.

- 9.5 All costs, charges and expenses including architect's fees and entire supervision charges of the supervisor including municipal rates and taxes till the date of possession to the allocated portion shall be discharged by the Developer and the owner shall bear no responsibility in this context.
- 9.6 The Developer shall be responsible as regards development of the property and the owners shall not be called for to invest any sums of money.
- 9.7 In so far as all necessary dealings by the Developer in respect of the building shall be in the name of the Owners for which purpose the Owners undertake to give the Developer Power of Attorney in a form and manner reasonably required by the Developer.
- 9.8 Unless prevented by circumstances of Force Majeure the Developer shall complete the entire construction of the proposed multi-storied building on the said property within 24 months from the date of sanction of building plan by Kolkata Municipal or from the date of handing over of fully vacant possession of land whichever is later with a grace period of six months from the start date.

ARTICLE X - COMMON FACILITIES - EXPENSES

- 10.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said premises from the date of this presents or from the date on which the Developer will get vacant possession of the said property for undertaking construction works.
- 10.2 After completion of the said building/s and handing over of the possession of the portion under Owner's Allocation and at all times thereafter the owners shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties, maintenance charges, dues and other public outgoings and impositions whatsoever payable in respect of Owner's Allocation.

ARTICLE XI - COMMON RESTRICTIONS

- 11.1 Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, Local Bodies as the case may be 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.

ARTICLE XII - OWNER'S OBLIGATION

- 12.1 The owners hereby undertake that the Developer shall be entitled to the said construction without any interference and/or disturbance from the Owners hereto.
- 12.2 The Owners do hereby authorize the Developer to deal with the existing tenants for obtaining no objection or consent for construction on the said property and for accomodation and /or rehabilitation of the existing tenants.
- 12.3 The cost incurred by Developer for accomodation and /or rehabilitation of the existing tenants and/or if any constructed area is to be provided to the existing tenants the same is to be adjusted out of the Owner's Allocation.
- 12.4 To co-operate with the Developer in all respect for development / construction of the said Property in terms of this agreement.
- 12.5 To execute all deeds documents and instruments as may be necessary and/or required from time to time to fulfill this Agreement.
- 12.6 For the purpose of obtaining all permissions approvals and/or sanctions to sign and execute all deeds documents and instruments as may be necessary and/or required to enable the Developer to undertake construction of the new multistoried building and/or buildings in accordance with the sanction Plan
- 12.7 Simultaneously herewith, the Owner shall grant to the Developer and/or its nominees a registered Power of Attorney at the cost of the Developer for the purpose of construction/ Development upon the

Said Property (Power Of Attorney) for the purposes of (1) getting the Building Plans sanctioned/ revalidated/modified/alterd by the Planning Authorities in terms of this Agreement and obtaining all necessary permissions from different authorities in connection with construction of the said multistoried building/s (2) construction / development of the said multistoried building/s in terms of this Agreement and (3) booking and entering into agreements for sale and granting conveyance of the Units comprised in the said multistoried building/s to the intending Purchasers.

- 12.8 On execution of these present the Owners shall handover all the Original Deeds and Documents regarding the said property to Developer with proper receipt thereof for the purpose of presentation of the same to concerned authorities or bodies for any purpose as required thereto for execution of the said project and/or sale of any unit constructed therein similarly the Developer shall produce all the Original Deeds and Documents regarding the said property to Owners with prior written intimation by them to Developer as and when required by the land owners with regard to sale of Owners allocation. In case of loss and/or misplacement of Original Deeds and Documents regarding the said property from the custody of the Developer the Developer shall bear all the cost and consequences as per the due process of law.

ARTICLE XII - DEVELOPER'S OBLIGATION

- 13.1 All tax liabilities in relation to the development / construction, namely sales tax, value added tax, service tax, works contract tax and other dues shall be collected and paid by the Developer. Any tax on income including service tax and/or any other taxes imposed by the Central Government or the State Government in future, arising out of transfer of the Owners' Entitlement shall be paid by the Owner.
- 13.2 The Developer shall bear the charges for temporary three-bedroom accommodation to the Owners during the construction upon the said property to any nearby location.
- 13.3 The Developer will provide and/or rehabilitate the existing tenants as per his choice and will, with the mutual consent of the existing tenants.

ARTICLE XIV- MISCELLANEOUS

- 14.1 As and from the date of completion of the new building or buildings, the Developer and/or its transferees and the owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of wealth tax and other taxes payable in respect of their allocations.
- 14.2 It is understood that from time to time to facilitate the construction of the new building at the said premises by the Developer, various

deeds, matters and things not herein specified may be required to be done by the Developer and for which the developer may need the authority of the owners and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been mentioned herein and in that event the owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter.

14.3 In the event if the concerned Municipality and other authorities concerned permitting any future vertical or horizontal extension or construction in the said building, then in that event the same shall be divided in the ratio of 47:53 i.e. the Owner will get 47% (Forty Seven percent) and the Developer will get 53% (Fifty Three percent).

14.4 Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the said property or any part thereof to the Developer or as creating any right, title or interest in respect thereof in the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof.

AERICLE XV - FORCE MAJEURE

15.1 The Developer shall not be held responsible for any consequences or liabilities as to the period of completion referred under clause 9.8 of

this Agreement if the Developer is prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations and/or any other act of commission beyond the control of the parties hereto (collectively Force Majeure).

15.2 If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly. Time is not the essence of this agreement.

15.3 Effected Party shall inform the other Party within 30 days of occurrence of a Force Majeure event, with complete details of the event, efforts taken to resolve the same.

ARTICLE XVI ARBITRATION

16.1 Disputes relating to provisions, obligations, interpretations and defaults and liabilities under this agreement shall be referred for arbitration under the provisions of the Arbitration and Conciliation Act, 1996.

16.2 The Parties hereto shall make every endeavors to settle by mutual conciliation any claim, dispute or controversy (each a "Dispute"), arising out of, or in relation to, this Agreement, including any Dispute with respect to the existence or validity hereof, the interpretation hereof, the activities performed hereunder or a breach hereof. Any Dispute which can not be resolved through such conciliation shall be referred to Sole Arbitrator to be finally settled in accordance with provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof for the time being in force.

16.3 The decision of the arbitrator shall be final and binding on the Parties.

16.4 The costs, fees and expenses related to the arbitration venue and arbitral proceedings shall be shared equally between the Parties

16.5 The venue of arbitration shall be Kolkata, India.

ARTICLE XVII - JURISDICTION

17.1 This Agreement shall be governed by, and be construed in accordance with, the laws of the Republic of India.

17.2 Courts at Calcutta alone shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties hereto.

IT HAS BEEN FURTHER AGREED BY AND BETWEEN THE PARTIES THERE TO AS FOLLOWS:

- (1) That the Developer has entered into this agreement being satisfied upon the representation of the Owners regarding title of the property under reference.
- (2) This Agreement is bound upon all the legal heirs and successors of both the parties
- (3) The Developer shall be entitled to enter into agreement for sale as regards its allocation or any part thereof (i.e. out of Developer's allocation) to any prospective buyer.

- (4) The Developer and the Owner shall in their individual capacity execute and register the Deed of Sale in favour of the prospective purchaser(s)/buyer(s) relating to the flat/car parking space/shop/show room etc.
- (5) All types of agreements, deeds etc., to be prepared at the instance of the Developer through its nominated Advocate for the project.
- (6) Notwithstanding anything contained in the instruments being General Power of Attorney to be executed in favour of the Developer or its representatives by the owners this Development Agreement shall prevail over such instruments.

THE SCHEDULE REFERRED TO ABOVE

ALL THAT piece and parcel of land admeasuring an area of 08 (Eight) Cottahs 11 (Eleven) Chittacks 13 (Thirteen) Sq.ft lying and situated at Premises No.7A, Kambulia Tola Lane (previously Premises No.7A & 7B, Kambulia Tola Lane), Kolkata - 700 005, P.S. Shyampukur, within the ward No.10 of the Kolkata Municipal Corporation together with 1500 Sq.ft old dilapidated brick built messuage tenement or dwelling house standing thereupon together with all sorts of easement rights over the common passage/ road and all other privileges, benefits, facilities and advantages attached therein or thereto and the said property and demarcated in the site plan.

Butted and Bounded as follows:

North: Kambuliatala Lane & Premises No. 8, Kambuliatala Lane.

South : Premises No. 2, Shyampukur Street.

East : Premises No. 1/1 Shyampukur Street & 1 /2 Shyampukur Street

West: Premises No. 11/B, Raja Gopendra Street &
Premises No. 6, Kambulitala Lane.

THE SECOND SCHEDULE REFERRED TO ABOVE

(Owner's allocation)

In consideration of the development of the property as mentioned in the **First Schedule** hereinabove the Owner hereto will get **47%** (Forty Seven percent) constructed area on all floors of the proposed building together with proportionate share of the land and other common rights benefits and facilities attached to the building as well as the said property. The total amount of Rs.15,00,000/- (Rupees Fifteen Lakhs) only paid by Developer to Owners shall be refundable at the time of giving possession to the owners.

THE THIRD SCHEDULE REFERRED TO ABOVE

(Developer's allocation)

ALL THAT the **53%** (Fiftythree percent) constructed area of the proposed building together with proportionate share of the land and other common right, benefits and facilities attached to the said with building as well as the said property.

TECHINICAL SPECIFICATION OF THE BUILDING**SCHEDULE OF WORK****(SPECIFICATION OF THE BUILDING CONSTRUCTION)****All Civil Work as per I.S.I. standard.**

1. Vitrified Floor tiles in Bed Room, Drawing, Dining, Verandah.
2. Marble flooring in Kitchen, Toilet & W.C.
3. Sal Wood Door frame for all Doors except Toilets , WC.s & Kitchen
PVC Door frame will be provided in these Doors.
4. Factory made Waterproof 35mm thick Flush Door Shutter for all Doors
& Kitchen Toilet & Wc doors made of PVC of Duroplast.
5. Alluminium sliding window (with Grill) with 4.00mm Smoke Glass
with all standard fittings in Natural Anodised window sections.
6. Plaster of Paris in inside wall.
7. P. O. P will be rendered in Staircase & Snowcem paint will be in Car
Parking Space.
8. Glazed tiles Up to 6 ft. height in toilet & W.C. wall, 3 ft. height in
kitchen on black Granite kitchen platform.
9. Concealed Electrical wiring with copper wires, Two Light point and
Fan, Plug point one each in Bed Room, Drawing/Dining Room, 15A

plug point in Drawing/Dining & Toilet. All wires & switches are of HAVELLS make.

10. Concealed water supply line with Supreme / Finolex PVC pipes.
11. White pan, basin & commode of Parryware & Hind Ware make with all fittings of Jaquar make in Toilet, W. C & Kitchen.
12. Stainless Steel sink in Kitchen.
13. Black Granite kitchen platform in kitchen.
14. Synthetic enamel paint in door shutter and M.S. window & grill.
15. Acrylic based paint (Weather coat / equivalent) in out-side wall.
16. Verandah railing up to window sill height.
17. Lift shall be installed of renowned make (ISI Standard) 5 Passenger.

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 AND DELIVERED by the

Within named OWNERS

in the presence of:

Jamiran Panja,
S/o Subhas Panja,
5.A. N.K. Saha Lane,
Bagbazari, Kolkata-700 003.

Amit Kumar Kundu
Kanak Kumar Ghosh,
Amit Kumar Kundu

SIGNATURE OF THE OWNERS

SIGNED AND DELIVERED by the

Within named DEVELOPER

in the presence of:

Biswajit Chakrabarty
S/o Rukhendra Nath Chakrabarty
82/1, Satyem Bore Barani
New Barrackpur,
Kolkata - 700 131

For STRUCTURE INDIA
Chiranjit Saha
Partners

For STRUCTURE INDIA
D. Chakrabarty
Partners

SIGNATURE OF THE DEVELOPERS

Drafted and prepared at my office

Aravind Chatterjee

Advocate, City Civil Court at Calcutta,
Enrolment No.WB/1032A/2006

MEMO OF CONSIDERATION

RECEIVED from the within named Developer a sum of Rs.5,00,000/-
(Rupees Five Lakhs) only being security deposit as per Memo below :

Sl. No.	Chaque No.	Date	Name of Bank & Branch	Amount (Rs.)
1	000822	21.10.2020	ICICI Bank, DLF Galleria Br.	Rs.1,67,000/-
2	000823	21.10.2020	ICICI Bank, DLF Galleria Br.	Rs.1,67,000/-
3	000824	21.10.2020	ICICI Bank, DLF Galleria Br.	Rs.1,66,000/-
Total				Rs.5,00,000/-

WITNESSES:

Jamiran Panja.

Bibunjit Chakrabarty

Aloke Kumar Ghosh

Kanak Kumar Ghosh.

Amit Kumar Kundu

SIGNATURE OF THE OWNERS

		Finger				
	Left hand					
	Right hand					








Name Alok Kumar Ghosh

Signature A.K. Ghosh

		Thumb	1 st finger	middle finger	ring finger	small finger
	Left hand					
	Right hand					











Name Kanak Kumar Ghosh

Signature Kanak Kumar Ghosh

		Thumb	1 st finger	middle finger	ring finger	small finger
	Left hand					
	Right hand					












Name .. Amit Kumar Kundu

Signature .. Amit Kumar Kundu

Finger		Thumb	1 st finger	MIDDLE FINGER	RING FINGER	SMALL FINGER
	Left hand					
	Right hand					

Name CHIRANJIB SAHA

Signature Chiranjib Saha

Finger		Thumb	1 st finger	MIDDLE FINGER	RING FINGER	SMALL FINGER
	Left hand					
	Right hand					

Name DEBABRATA BHATTACHARYA

Signature D Bhattacharya

Finger		Thumb	1 st finger	MIDDLE FINGER	RING FINGER	SMALL FINGER
PHOTO	Left hand					
	Right hand					

Name

Signature

BAR COUNCIL OF WEST BENGAL
STATUTORY BODY UNDER THE ADVOCATE'S ACT 1911
2 & 3 KIRAN SANKAR ROY ROAD, KOLKATA-700 001
PHONE : 2241 8056/7233
IDENTITY CARD



Name.....

APARAJITA GHOSH, Advocate

Father's/Husband's Name.....

AMIYA KUMAR GHOSH

Asst. Baran Basu
ASST. BARAN BASU, CHAIRMAN EX-COMMITTEE

Arun Kumar Sarkar
ARUN KUMAR SARKAR, CHAIRMAN

Aparajita Ghosh

Card No. C-3194

Address Recorded on the Roll ROOM NO- 201/1 UTTAR PARA,
SHOPPING COMPLEX, BY G.T. ROAD, UTTAR PARA,
DIST- HOOGHLY, WB- 712 258

Present Address..... DO

Enrolment No. WB / 1632A / 2006

Date of Enrolment 29.07.2006 Date of Birth 15.08.1979

Law Secretary/Assistant Secretary



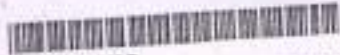
Aloke Kumar Ghosh



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকার
ভারত সরকার
Unique Identification Authority of India
Government of India

ভরসংক্রমণ আইডি নং / Enrollment No. : 1040V19858/31926

To
 Aloke Kumar Ghosh
 সনো গুপ্তা,সন
 7
 KAMBULIATOLA LANE
 Haldia S O
 Haldia, Kolkata
 West Bengal - 700005



KL198427421DF
 19842742



আপনার আধার সংখ্যা / Your Aadhaar No. :

7303 1751 2424

আধার - সাধারণ মানুষের অধিকার

ভারত সরকার
 GOVERNMENT OF INDIA

Aloke Kumar Ghosh
 সনো গুপ্তা,সন
 Father: ASHOKE KUMAR GHOSH

www/Year of Birth: 1982
 sex: Male

7303 1751 2424

আধার - সাধারণ মানুষের অধিকার

Aloke Kumar Ghosh



In case this card is lost / found, kindly inform / return to
Income Tax PAN Services Ltd. (ITPS)
Plot No. 3, Sector 31, CBD, Gurgaon
New Delhi - 400 614
Tel: 011-26101000
www.pan.gov.in

Lanak Kumar Shastri



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকার

ভারত সরকার

Unique Identification Authority of India
Government of India

Enrollment No. : 1040/19886/31925

To
Kanak Kumar Ghosh
7
KAMULIATOLA LANE
Haldia S.O
Haldia, Kolkata
West Bengal - 700005



IGL1904224410F
19042244



আপনার আধার সংখ্যা/ Your Aadhaar No. :

4223 3845 8946

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



Kanak Kumar Ghosh
Father: ASHOK GHOSH

Year of Birth: 1987
Male



4223 3845 8946

আধার - সাধারণ মানুষের অধিকার

Kanak Kumar Ghosh

आयकर विभाग
TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

AMIT KUMAR KUNDU
AMAR KRISHNA KUNDU
130811943

Income Tax Account Number
EXNPK7011C

Signature



For more information & Get / Renew / Recharge / Renewal
Income Tax PAN Service Unit, LCHTEL
Plot No. 3, Sector 11, CBD, Gurgaon
Near, Market - 490 434
For more info visit our website at www.itsi.gov.in
Contact Us on 1800-120-1000

Amit Kumar Kundu


GOVERNMENT OF INDIA
 Unique Identification Authority of India
 Unique Identification Number (UID)
 Aadhaar Card
 Name: **AMIT KUMAR KUNDU**
 Father: **AMAR KRISHNA KUNDU**
 Aadhaar Number: **7160 3670 4760**


आधार - साधारण मानुषेअ अधिकार


UNIQUE IDENTIFICATION AUTHORITY OF INDIA
 Office: **7, KAMBLIATOLA LANE, HATKOLA 5,0, HATKOLA, KOLKATA, WEST BENGAL, 700005**
 Phone: **033-26562700**
 Website: **www.uidai.gov.in**
 Aadhaar Helpline: **1925**

Amit Kumar Kundu

धार्मिक चिह्न / PERMANENT ACCOUNT NUMBER

ALAPS0926L



नाम / NAME

CHIRANJIB SAHA

पिता का नाम / FATHER'S NAME

CHITTARANJAN SAHA

जन्म तिथि / DATE OF BIRTH

25-11-1971

हस्ताक्षर / SIGNATURE

Chiranjib Saha

B. Das

अंकित संख्या, १४-४३

COMMISSIONER OF INCOME-TAX, W.B. - 30

इस कार्ड के को / मिल जाने पर कृपया जारी कार्ड
प्राप्त अधिकारी को सूचित / सप्ला कर दें
संयुक्त आयकर आयोग (पदाधि एवं तकनीकी),
६-७,
चौरांगी स्क्वायर,
कोलकाता - 700 069.

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

Chiranjib Saha



ভারত সরকার



ভাষা

জনম পরিচয়ের প্রমাণ, দাপ্তরিকের প্রমাণ নয়।
পরিচয়ের প্রমাণ অকলাইন প্রমাণীকরণ দ্বারা যাচ্য
করুন।

INFORMATION -

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

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



ভারতের খণ্ডিত পরিচয় প্রমাণকরণ
Unique Identification Authority of India

ঠিকানা: (১) গোপাললাল ঠাকুর
রোড (নং), বরানগর, উত্তর ২৪ পরগণা
পশ্চিম বঙ্গ

Address: 234/1, GOPAL LAL
THAKUR ROAD, Baranagar
(n), North 24 Parganas,
Baranagar, West Bengal,
700036

9909 8179 2205

1847
1800 305 1847

www.uidai.gov.in

www.aadhaar.gov.in

ভারত সরকার

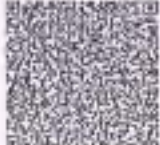
ভারত সরকার
Unique Identification Authority of India
Government of India

অনৈক্যক্রম নং: 1111/69425/07231

To
Chiranjib Saha
কিরঞ্জিৎ সাহা
234/1
GOPAL LAL THAKUR ROAD
Baranagar (n)
Baranagar/North 24 Parganas
West Bengal - 700036



KL825973145FT
61097314



আপনার আধার সংখ্যা / Your Aadhaar No. :
9909 8179 2205

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Unique Identification Authority of India



কিরঞ্জিৎ সাহা
Chiranjib Saha
পিতা : চিত্তরঞ্জন সাহা
Father : Chittaranjan Saha

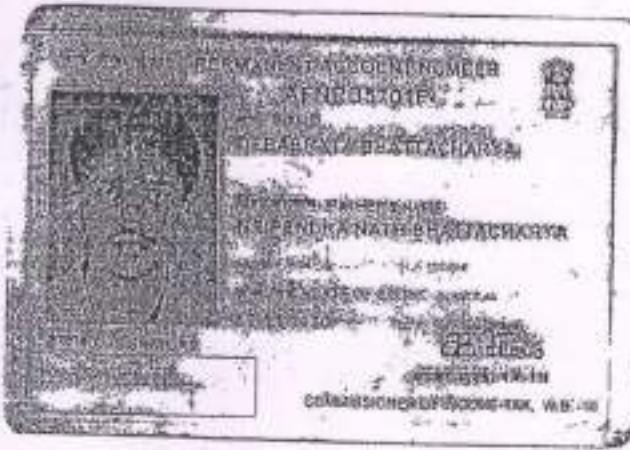
মবাইল নং: 9909 8179 2205
ফোন / Mobile

9909 8179 2205

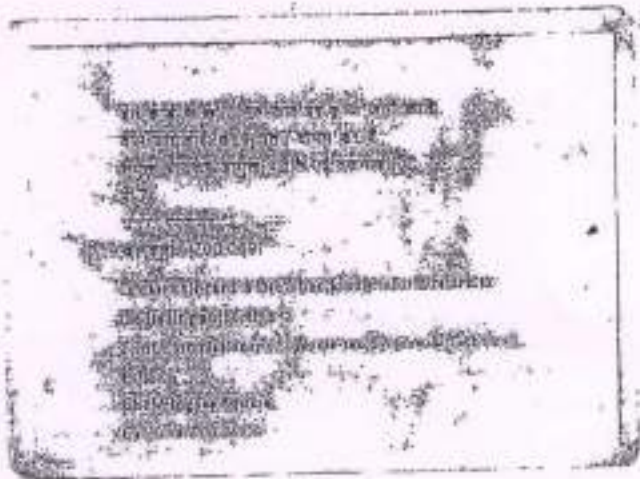


আধার - সাধারণ মানুষের অধিকার

Chiranjib Saha



D. Chakraborty

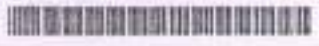




~~XXXXXXXXXXXX~~

~~XXXXXXXXXXXX~~
Debabrata Bhattacharya
Year of Birth: 1970
Male

3118 8245 3802



आधार - आम आदमी का अधिकार

D. Bhattacharya



आधार प्रमाणिकरण प्रणाली
Aadhaar Authentication System

Address: U/W Bhattacharya, BK, 8th Para Bha Lane, P.S. Seelae, Indian S.O,
Lohara, West Bengal, 700550

1800 303 0947

help@uidai.gov.in

www.uidai.gov.in

Fill like the last
Digit zero 900 000



For STRUCTURE INDIA

Chiranjit Saha *R. Chatterjee*
Partners



Major Information of the Deed

	I-1902-03979/2020	Date of Registration	21/10/2020
	1902-3001355608/2020	Office where deed is registered	
	14/10/2020 4:33:15 PM	1902-3001355608/2020	
Address	APARAJITA GHOSH Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. ; 9007308646, Status :Advocate		
Development Agreement or Construction	Additional Transaction [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Due	Market Value		
100/-	Rs. 2,68,76,956/-		
Amount Paid(SD)	Registration Fee Paid		
21/- (Article:48(g))	Rs. 5,021/- (Article:E, E, B)		
	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		



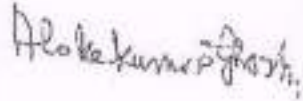
Land Details :

Location: Kolkata, P.S:- Shyampukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kambulitola Lane, Houses No: 7A, Ward No: 010 Pin Code : 700005



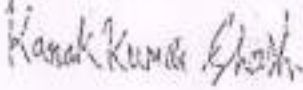
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
1	(RS :-)		Bestu	8 Katha 11 Chatak 13 Sq Ft	10,00,000/-	2,61,76,956/-	Property is on Road
Grand Total :				14.3642Dec	10,00,000 /-	261,76,956 /-	

Structure Details :

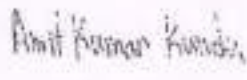
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1500 Sq Ft.	5,00,000/-	5,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		1500 sq ft	5,00,000 /-	5,00,000 /-	

Name	Photo	Finger Print	Signature
Mr ALOKE KUMAR GHOSH Son of Late ASHOK KUMAR GHOSH Executed by: Self, Date of Execution: 21/10/2020 , Admitted by: Self, Date of Admission: 21/10/2020 ,Place : Office			
	21/10/2020	LTI 21/10/2020	21/10/2020

7A, KAMBULIA TOLA LANE, P.O:- HATKHOLA, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700005 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AXxxxxxx4H, Aadhaar No: 73xxxxxxx2424, Status :Individual, Executed by: Self, Date of Execution: 21/10/2020
 , Admitted by: Self, Date of Admission: 21/10/2020 ,Place : Office

Name	Photo	Finger Print	Signature
Mr KANAK KUMAR GHOSH Son of Late ASHOK KUMAR GHOSH Executed by: Self, Date of Execution: 21/10/2020 , Admitted by: Self, Date of Admission: 21/10/2020 ,Place : Office			
	21/10/2020	LTI 21/10/2020	21/10/2020

7A, KAMBULIA TOLA LANE, P.O:- HATKHOLA, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700005 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: B1xxxxxx0Q, Aadhaar No: 42xxxxxxx8946, Status :Individual, Executed by: Self, Date of Execution: 21/10/2020
 , Admitted by: Self, Date of Admission: 21/10/2020 ,Place : Office



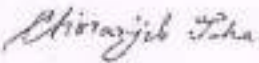


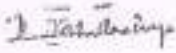
Name	Photo	Finger Print	Signature
Mr AMIT KUMAR KUNDU Son of Mr AMAR KRISHNA KUNDU Executed by: Self, Date of Execution: 21/10/2020 , Admitted by: Self, Date of Admission: 21/10/2020 ,Place : Office			
	21/10/2020	LTI 21/10/2020	21/10/2020

7A, KAMBULIA TOLA LANE, P.O:- HATKHOLA, P.S:- Shyampukur, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700005 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BXxxxxxx1C, Aadhaar No: 71xxxxxxx4760, Status :Individual, Executed by: Self, Date of Execution: 21/10/2020
 , Admitted by: Self, Date of Admission: 21/10/2020 ,Place : Office




STRUCTURE INDIA

33A, CHOWRINGHEE ROAD, P.O:- PARK STREET, P.S:- Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN - 700071, PAN No.:: AExxxxxx5A, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr CHIRANJIB SAHA Son of Late CHITTA RANAN SAHA Date of Execution - 21/10/2020, Admitted by: Self, Date of Admission: 21/10/2020, Place of Admission of Execution: Office	 <small>Oct 21 2020 11:44PM</small>	 <small>L71 21/10/2020</small>	 <small>21/10/2020</small>
	234/1, GOPAL LAL THAKUR ROAD, P.O:- BARANAGAR, P.S:- Baranagar, District:-North 24-Parganas, West Bengal, India, PIN - 700036, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ALxxxxxx6L, Aadhaar No: 99xxxxxxxx2205 Status : Representative, Representative of : STRUCTURE INDIA (as Partner / Developer)			
2	Name	Photo	Finger Print	Signature
	Mr DEBABRATA BHATTACHARYA (Presentant) Son of Mr NRIPENDRA NATH BHATTACHARYA Date of Execution - 21/10/2020, Admitted by: Self, Date of Admission: 21/10/2020, Place of Admission of Execution: Office	 <small>Oct 21 2020 7:45PM</small>	 <small>L71 21/10/2020</small>	 <small>21/10/2020</small>
	BR, ROY PARA BYE LANE, P.O:- SINTHI, P.S:- Sinthi, District:-North 24-Parganas, West Bengal, India, PIN - 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx1P, Aadhaar No: 31xxxxxxxx3802 Status : Representative, Representative of : STRUCTURE INDIA (as Partner / Developer)			

Identifier Details :

Name	Photo	Finger Print	Signature
Aparajita Ghosh (Daughter of Mr AMIYA KUMAR GHOSH) HIGH COURT CALCUTTA, P.O:- GPO, P S:- Huro Street, District:-Kolkata, West Bengal, India, PIN - 700001	 <small>21/10/2020</small>	 <small>21/10/2020</small>	 <small>21/10/2020</small>

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr ALOKE KUMAR GHOSH	STRUCTURE INDIA-4.78806 Dec
2	Mr KANAK KUMAR GHOSH	STRUCTURE INDIA-4.78806 Dec
3	Mr AMIT KUMAR KUNDU	STRUCTURE INDIA-4.78806 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr ALOKE KUMAR GHOSH	STRUCTURE INDIA-500.00000000 Sq Ft
2	Mr KANAK KUMAR GHOSH	STRUCTURE INDIA-500.00000000 Sq Ft
3	Mr AMIT KUMAR KUNDU	STRUCTURE INDIA-500.00000000 Sq Ft

REGISTRATION OF INSTRUMENTS (REGISTRATION OF DEEDS)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,66,76,956/-

Abhijit Basu
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 21-10-2020

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

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

Presentation (Under Section 52 & Rule 22A(3) 48(1), W.B. Registration Rules, 1962)

Presented for registration at 19:36 hrs on 21-10-2020, at the Office of the A.R.A. - II KOLKATA by Mr DEBABRATA BHATTACHARYA.

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

Execution is admitted on 21/10/2020 by 1. Mr ALOKE KUMAR GHOSH, Son of Late ASHOK KUMAR GHOSH, 7A, KAMBULIA TOLA LANE, P.O: HATKHOLA, Thana: Shyampukur, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession Retired Person, 2. Mr KANAK KUMAR GHOSH, Son of Late ASHOK KUMAR GHOSH, 7A, KAMBULIA TOLA LANE, P.O: HATKHOLA, Thana: Shyampukur, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession Service, 3. Mr AMIT KUMAR KUNDU, Son of Mr AMAR KRISHNA KUNDU, 7A, KAMBULIA TOLA LANE, P.O: HATKHOLA, Thana: Shyampukur, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession Service

Identified by Aparajita Ghosh, Daughter of Mr AMIYA KUMAR GHOSH, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 21-10-2020 by Mr CHIRANJIB SAHA, Partner / Developer, STRUCTURE INDIA, 33A, CHOWRINGHEE ROAD, P.O:- PARK STREET, P.S:- Shakespeare Sarani, District: Kolkata, West Bengal, India, PIN - 700071

Identified by Aparajita Ghosh, Daughter of Mr AMIYA KUMAR GHOSH, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 21-10-2020 by Mr DEBABRATA BHATTACHARYA, Partner / Developer, STRUCTURE INDIA, 33A, CHOWRINGHEE ROAD, P.O:- PARK STREET, P.S:- Shakespeare Sarani, District: Kolkata, West Bengal, India, PIN - 700071

Identified by Aparajita Ghosh, Daughter of Mr AMIYA KUMAR GHOSH, HIGH COURT CALCUTTA, P.O: GPO, Thana: Hare Street, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,021/- (B = Rs 5,000/-, E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/10/2020 12:07PM with Govt. Ref. No: 192020210119974971 on 17-10-2020, Amount Rs: 5,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 53499811 on 17-10-2020, Head of Account 0030-03-104-001-16

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2020, Page from 187894 to 187967
being No 190203979 for the year 2020.



Digitally signed by ABHIJIT BASU
Date: 2020.12.22 16:17:00 +05:30
Reason: Digital Signing of Deed.

(Abhijit Basu) 2020/12/22 04:17:00 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)