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AP 247111

Certified that the document is admitted for Registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Register-II
Alipore, South 24-Parganas

20 APR 2023

19/4
B-901873
VC-1442/23

DEVELOPMENT AGREEMENT

1. Date: 19th April, 2023
2. Place: Kolkata

11761

13 APR 2023

3. Parties:
NO. 8031 55
Mukherjee
Krinet
Pr

No.....Rs. 100/- Date.....

Name : S.N. Realty.

Address : 11429, Wariahat Road South
KOL-68.

Vendor :
Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27

Budip Ghosh

4573

Budip Ghosh

4574

Afan Ghosh

4575

Naren Chowdhury

4576

Marani Barua

4577

Mina Chatterjee

4578

Mina Banerjee

4579

Haradhan Chandra Ghosh
28/A Fairchal Road
KOL-31



3. Parties: 1) AYAN MUKHERJEE (PAN:AKTPM3652P) (AADHAR NO. 8031 5534 2849) (ph- 9864053232), son of Late Sobhan Lal Mukherjee, by faith - Hindu, by Occupation - business, residing at KrineVista, Flat No. 5A, Ananda Nagar Bye Lane - 3, Opposite Anil Plaza, G.S. Road, Christian Basti, Dispur, P.O. Dispur, P.S. Bhangagarh, Aasam- 781005, **2) MARAMI BARUA** (PAN - BFPPB0355A) (AADHAR NO. 3620 9200 2700) (Ph-9864021303) daughter of Late Sobhanlal Mukherjee, by faith - Hindu, by Occupation - Housewife, residing at 97, R.G. Barua Road, Manik Nagar, Dispur, P.O. Dispur, P.S. Dispur, Aasam - 781005, **3) MIRA CHATTERJEE** (PAN - ANWPC0281A) (AADHAR NO. 3119 9108 4519) (Ph- 9831183454), wife of Late Amiyo Bushan Chatterjee and daughter of Late Labanya Lal Mukherjee, by faith - Hindu, by Occupation - Housewife, residing at P- 26, Gariahat Road, P.O. Gariahat, P.S. Gariahat, Kolkata - 700029, **4) MINA BANERJEE** (PAN -AODPB8378M) (AADHAR NO. 6119 8838 3266) (Ph- 8886926199), wife of Late Gopal Kumar Banerjee and daughter of Late Labanya Lal Mukherjee, by faith - Hindu, by Occupation - Housewife, residing at Flat No. 303, Aneesh Avenue, Ambedkar Nagar, Miyapur, K.V. Ranga Reddy, Telangana- 500049, hereinafter collectively referred to and called as the "**OWNERS**" (Which expression shall unless excluded by or repugnant to the context be deemed to mean their each and respective heirs, executors, legal representatives, successors, administrators and assigns) of the **ONE PART;**

AND

M/s S.N. REALTY (PAN- ABJFM0254G) a partnership firm, having its office at 1/429, Gariahat Road (South), Jodhpur Park, Kolkata - 700068, being represented by its partners namely **1. SRI SUDIP GHOSH** (PAN - AQYPG8801B) (AADHAR NO. 5512 8595 5155) (Ph- 9674799801), son of Sri Haradhan Chandra Ghosh, by faith - Hindu, by Occupation - Business, by national - Indian, residing at 26/1A, Gariahat Road (south), Kolkata - 700 031 and **2. SRI NAVIN CHOWDHURY** (PAN- APOPC4925P) (AADHAR NO. 8430 2756 3617) (Ph- 6290417402), son of Late Nand Kishore Chowdhury, by faith - Hindu, by Occupation - Business, by national - Indian, residing at 14/2A, Michael Madhusudan Dutta Sarani, Khiderpore, Kolkata- 700023, hereinafter called and referred to as the "**DEVELOPERS**" (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its each and respective



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successors, successor- in- interest, executors, legal representatives, administrators and assigns) of the **OTHER PART**.

WHEREAS the Governor of the State of West Bengal by a registered Indenture dated 11.04.1951 sold, conveyed and transferred to one Sreematee Ila Home wife of Sri Amal Home for the total consideration of Rs. 20,362/-, all that revenue free land known as Plot No. 26 and containing by measurements 4 Cottahs 1 Chittacks 7 Sq. Ft. be the same a little more or less situating lying at and formed out of old Municipal Premises No. 46/2, Gariahat Road comprised in Revenue Holding No.297 in sub- division P - Division VI, Mouza - Panchannogram, Thana - Ballygunge of C.I.T Scheme XLVII (Gariahat Road), wherein the said purchaser paid the sum of Rs. 6,788/- to the Governor of the State of West Bengal on or before execution of these presents with the promise to pay the further sum of Rs. 13,574/- within 12 year from the date fixed by the joint secretary of the Govt. of West Bengal on the terms and conditions and subject to the security furnished by purchaser in favour of the Govt. of West Bengal as mentioned in the mortgage to be executed by the Purchaser in favour of the Governor of the State of West Bengal i.e. the Vendor mentioned therein bearing even date immediately after the execution of these Indenture and the said deed was registered in the office of the sub-registrar at Sealdah and entered into Book No. I, Volume No. 24, from pages 1 to 5 being No. 988 for the year 1951.

AND WHEREAS by a Conveyance dated the 16th August 1955, the said Smt. Ila Home absolutely sold conveyed and transferred and assigned the said messuages tenements lands hereditaments measuring about 4 Cottahs 1 Chittacks 7 sq. ft. more or less and Premises No.411/26, C.I.T. Scheme XLVII in Street No.6, Ward No.63 of the Corporation of Calcutta comprised in Revenue Holding No.297 in Sub Division P, Division VI in Mouza Panchannagram, Thana - Ballygunge (hereinafter referred to as **SAID LAND** and morefully and particularly mentioned in **SCHEDULE "A"** hereunder written) to one Labanya Lal Mukherjee free from all encumbrances, charges, liens, lis-pendens, attachments and adverse claims but subject to the said Mortgage dated the 11th April, 1951 for the sum of Rs.16,272-7-8 including the amount of Rs.14,331.14 being the mortgage amount together with the interest to be paid to the Governor of the State of West Bengal by the vendor herein under the terms and conditions mentioned in the deed and the said deed was registered in the office of



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Sub Registrar at Sealdah and copied in Book-I, Vol-39, pages - 162 to 171 , Being no- 1929 for the year 1955.

AND WHEREAS the said Labanya Lal Mukherjee has paid off the said sum of Rs.14,331.14 so owing upon the security of the said recited Indenture of Mortgage dated 11.04.1951 and upon receipt of the said mortgaged amount the Governor of the State of West Bengal executed and registered a Deed of Re-conveyance on 13.02.1956 wherein release, reconvey and reassure unto the said Labanya Lal Mukherjee the said land and the said deed was registered in the office of Sub Registrar and entered in Book No.1, Volume No.2, Pages 50 to 55, Being No.372 for the year 1956.

AND WHEREAS the said Labanya Lal Mukherjee has recorded his name in the records of Corporation of Calcutta (now Kolkata Municipal Corporation) as a recorded owner of Premises No.P-411/26, Hemanta Mukhopadhyay Sarani, Kolkata 700 029 and now assessed under Assessee No.110860400054 and has been paying the relevant taxes before the said municipal authority.

AND WHEREAS the said Labanya Lal Mukherjee died intestate on 15.05.1979 and prior to his death he published his Last Will and Testament dated 06.08.1976 i.e. 22nd Shrawan, 1383 in respect of the said property along with other assets morefully mentioned under the said Will and bequeathed the said property in favour of his two sons namely Shovan Lal Mukherjee and Mohan Lal Mukherjee and has created life time right to residence in favour of his four daughters namely Aparna Devi (Banerjee) (since deceased), Smt. Dhira Devi (Nayak) (since deceased), Smt. Mira Devi (Chatterjee) and Smt. Mina Devi (Banerjee) in respect of a room for each person and it was also declared under the said WILL that after the death of his four daughters, his two sons will be entitled to absolute right upon the said property.

AND WHEREAS the said Labanya Lal Mukherjee had elder daughter named as Prativa Devi who and his husband Manick Chakraborty both died prior to the execution of the WILL Labanya Lal Mukherjee and under the said WILL no right and/or interest upon the said property has been created by her deceased father.

AND WHEREAS the said Labanya Lal Mukherjee died testate on 15.05.1979 (whose wife Smt. Anupama Devi predeceased on



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16.06.1976) and after his demise the Executor Mohanlal Mukherjee applied for grant of probate of the said Will and Testament before the Hon'ble High Court at Calcutta under Probate Case No.218 of 1979 and accordingly the certificate of probate was granted on 25.01.1980 by the Hon'ble Court.

AND WHEREAS in terms of the said Will of Labanya Lal Mukherjee and grant of Certificate of Probate, the said Sri Shovan Lal Mukherjee (since deceased) and Sri Mohan Lal Mukherjee (since deceased) became the joint owners of the said property each having undivided $\frac{1}{2}$ share and four daughters namely Smt. Aparna Devi (Banerjee) (since deceased), Smt. Dhira Devi (Nayak) (since deceased), Smt. Mira Devi (Chatterjee) and Smt. Mina Devi (Banerjee) got the right of residence upon the said property.

AND WHEREAS the said Sri Mohan Lal Mukherjee died bachelor on 24.11.2009 and his elder sister Smt Prativa Devi predeceased to him and other two sisters namely Smt. Aparna Banerjee predeceased on 17.07.2009 and Smt. Dhira Nayak predeceased on 14.07.2009 and his younger brother Sri Shovan Lal Mukherjee predeceased on 09.09.1997 and thus as per the provision of the Hindu Succession Act. the undivided $\frac{1}{2}$ share of deceased Mohan Lal Mukherjee devolved upon his two living sisters Smt. Mira Chatterjee and Smt. Mina Banerjee each having undivided $\frac{1}{4}$ th share in the said property.

AND WHEREAS the said Sri Shovan Lal Mukherjee died intestate on 09.09.1997 leaving behind his wife Smt. Rekha Mukherjee, one son namely Sri Ayan Mukherjee and one daughter Smt. Marami Barua as his legal heirs and successors of his undivided $\frac{1}{2}$ share in the said property each having undivided $\frac{1}{3}$ rd share and thereafter the said Smt. Rekha Mukherjee died intestate on 12.01.2011 leaving behind her son and daughter as her legal heirs of her undivided share in the said property and thus the said Sri Ayan Mukherjee and Smt. Marami Barua became the joint owner of undivided $\frac{1}{2}$ share in the said property.

AND WHEREAS in the manner aforesaid **Sri Ayan Mukherjee, Smt. Marami Barua, Smt. Mira Chatterjee** and **Mina Banerjee**, the Landowners herein became the joint owners of the property left behind Late Labanya Lal Mukherjee mentioned in **SCHEDULE - "A"** hereunder written and have decided to develop by all means to make it proper as may be required for the purpose of commercial exploit the



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same and develop the said land into plots and further to construct several residential and commercial buildings, tenements etc. on the said land in accordance to the building plan to be sanctioned by Kolkata Municipal Corporation (hereinafter referred to as "KMC").

AND WHEREAS the said owners having lack of experience and paucity of funds to commercially exploit the said land as stated above approached the developer herein with the intention to entrust them with the work of development of the said land by all means.

AND WHEREAS the primary object of the Developer is to carry on the business of construction and development of real estate and it has requisite infrastructure and expert man power in this area. The Owners, coming to know of the background of the Developer, approached the Developer and made the representations given below and requested the Developer to take up the work of development of the said land.

AND WHEREAS the Owners have represented and warranted to the Developer as follows:

- A. That the right, title and interest of the Owners in the said land is good and free from all encumbrances, whatsoever.
- B. That the said land or any part thereof is at present not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and neither the said land nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Revenue or any other Public Demand.
- C. That no suits and/or proceedings and/or litigations are pending in respect of the said land or any part thereof.
- D. That before the execution of these present, the Owners herein have not entered into an agreement with any person for development of the said land and if so entered shall take necessary steps to rescind the same by executing a proper document in respect thereof.
- E. That the entirety of the said land is in vacant, peaceful and absolute possession of the Owners and no person or persons



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other than the Owners have any right of occupancy, easement or otherwise on the said land or any part thereof.

AND WHEREAS relying on the representations of the Owners, the Developer has agreed to develop and commercially exploit the said land as stated above and discussions and negotiations have taken place between the Parties and terms and conditions have been agreed upon, which the Parties are desirous of recording hereunder.

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

DEFINITIONS:

- 1.1 In this Agreement unless otherwise mentioned to the contrary, the following words shall have the following meanings:
 - 1.1.1 **BUILDING** shall mean the buildings to be constructed on and upon the said LAND as per plan or plans as may be approved by Kolkata Municipal Corporation and immediately after execution of this agreement building plan be prepared by an engineer and shall be submitted before the K.M.C for sanction at the cost of the Developer. Time is the essence of the contract.
 - 1.1.2 **BUILDING PLAN** shall mean the plan or plans for construction of the building or buildings on the said property to be sanctioned and approved by Kolkata Municipal Corporation.
 - 1.1.3 **RATIO** shall mean the Owners will get 30% and the Developer will get 70% of the sale proceeds in the aforesaid project.
 - 1.1.4 **ARCHITECT** shall mean any person or persons, firm or firms of repute who may be appointed by the Developer for designing and planning of the proposed new building/s.
 - 1.1.5 **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, staircase, lifts, passage-way, driveways, common lavatories, lifts pump, lighting for common spaces, overhead tank, water pump and motor and other facilities as shall be provided for common use in the proposed development by the Developer.
 - 1.1.6 **DEVELOPER** shall mean and include **M/s. S. N. REALTY**, the partnership firm and its/their each and respective legal heirs, successors, nominees and/or transferees and/or heirs, executors, administrators and legal representatives.
 - 1.1.7 **DEVELOPER'S SHARE** shall mean all that the 70% of the sale proceeds in respect of the entire proposed complex and car



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parking spaces, both open and covered constructed as per the building plan to be sanctioned by Kolkata Municipal Corporation (hereinafter referred to as "KMC"), which shall be treated as Developer's share.

- 1.1.8 **NEW BUILDING/BUILDINGS** shall mean and include the building or buildings to be constructed erected and completed by the Developer in accordance with the map or plan to be sanctioned by KMC on the entirety of the said property.
- 1.1.9 **OWNERS** shall mean and include the said Sri Ayan Mukherjee, Smt. Marami Barua, Smt Mira Chatterjee and Smt. Mina Banerjee and their respective nominees and/or transferees and/or heirs, executors, administrators and legal representatives.
- 1.1.10 **OWNERS' SHARE** shall mean all that the 30% of the sale proceeds in respect of the proposed complex and car parking spaces, both open and covered constructed as per the building plan to be sanctioned by "KMC" and a sum of Rs.20,00,000/- (Rupees Twenty Lakhs) only to be paid by the Developer in favour of the Landowners as adjustable security money in the manner and proportion mentioned under payment schedule mentioned under **SCHEDULE - B** hereunder written.
- 1.1.11 **POSSESSION** is so far as it related to handing over the possession by the Owners shall mean handing over of actual peaceful vacant physical possession of the said property to the Developer on the date of execution of this Agreement with exclusive right and/or license to develop and commercially exploit the same in terms of this Agreement.
- 1.1.12 **SAID PROPERTY** shall mean ALL THAT land measuring about 4 Cottahs 1 Chittacks 7 sq. ft. more or less and Premises No.411/26, C.I.T. Scheme XLVII in Street No.6, Ward No.63 of the Corporation of Calcutta comprised in Revenue Holding No.297 in Sub Division P, Division VI in Mouza Panchannagram, Thana - Ballygunge, municipal Premises No. **P- 411/26, Hemanta Mukhopadhyay Sarani, Kolkata 700029** under Assessee No.110860400054 within the limits of Kolkata Municipal Corporation, Ward- 86, District - 24 Parganas South which is morefully and particularly provided under **SCHEDULE - A** hereunder written.
- 1.1.13 **SALEABLE SPACE** shall mean the constructed space in the new building and/or buildings, available for independent use



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and occupation after making due provisions for the area required for common facilities and amenities.

- 1.1.14 **SALE PROCEEDS** Consideration amount received upon selling of the particular units/flats/space/commercial units including or excluding parking space to the intending buyer.
- 1.1.15 **TRANSFER** with its grammatical variations shall include a transfer by physical possession and by any other means adopted for effecting what is understood as a transfer of property or transfer of property with building or structure thereof.
- 1.1.16 **TRANSFeree** shall mean a person to whom to any space in the said property and building will be or has been agreed to be transferred.
- 1.1.17 **WORDS MASCULINE GENDER** shall include the **FEMININE GENDER** and **NEUTER GENDER**; similarly words importing **FEMININE GENDER** shall include **MASCULINE GENDER** and **NEUTER GENDER** ; Likewise **NEUTER GENDER** shall include **MASCULINE GENDER** and **FEMININE GENDER**.
- 1.2 Headings do not affect the interpretation of the Agreement.

2. Subject Matter of Agreement

- a) **Development and Commercial Exploitation of Said Property:** Agreement between the Owners of the One Part and the Developer of the Other Part with regard to development and commercial exploitation of **ALL THAT** piece and parcel of land measuring about 4 Cottahs 1 Chittacks 7 sq. ft. more or less and Premises No.411/26, C.I.T. Scheme XLVII in Street No.6, Ward No.63 of the Corporation of Calcutta comprised in Revenue Holding No.297 in Sub Division P, Division VI in Mouza Panchannagram, Thana - Ballygunge, municipal Premises No. P- 411/26, Hemanta Mukhopadhyay Sarani, Kolkata 700 029 under Assessee No.110860400054 within the limits of Kolkata Municipal Corporation, Ward-86, District - 24 Parganas South morefully and particularly mentioned described in the First Schedule written herein below at the foot of these presents by construction of new buildings thereon comprising of primarily residential buildings/commercial buildings and ancillary facilities and other areas (hereinafter collectively referred to as "**said Project**").

3. Background and Representations:

- a. **Ensure Continuing Marketability:** The Owners herein ensures that the Said Property will continue to remain unchanged, marketable



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and free from all encumbrances, charges, attachments, mortgages, liens, lispendens, trusts, debuttars, wakf, acquisitions, requisitions, vesting etc. till completion of the development of the said project upon the Said Property being provided under First Schedule.

b. **No Previous Agreement:** The Owners have not entered into any agreement and/or understanding for sale, transfer, assignment, nomination, lease or development in respect of First Schedule Property with any person and/or persons, body corporate, firm, organization.

c. **Infrastructure and Expertise of Developer:** The Developer is carrying on business of development of real estate and has infrastructure and expertise in this field and the Owners have done all due-diligence with regard to the financial capability and the technical expertise of the Developer and being unqualifiedly satisfied executes these presents.

d. **No Requisitions or Acquisitions:** The Owners have represented to the Developer that till date no part or portion of the Said Property and/or the entire First Scheduled Property is at present affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise. Neither any Acquisition Proceeding has been initiated nor pending with regard to any part or portion of the Said Property.

e. **Decision to Develop:** The Owners expressed their intentions to develop the Said Property and/or the entire First Scheduled Property. Pursuant thereto, preliminary discussions were held between the Parties for taking up the development of the Said Property and/or the entire First Scheduled Property, by constructing the Said Project and commercial exploitation of the Said Project (collectively Project). The salient terms of the understanding between the Parties are that (1) the entire investment expertise and responsibility of execution and implementation of the Project will be of the Developer (subject to clear and marketable title of the said property) and (2) in view and in lieu of such investment and undertaking of execution and implementation of such aforesaid responsibility, and also in lieu of the adjustable consideration amount of **Rs.20,00,000/- (Rupees Twenty Lakhs) only** being paid to the Owners herein, simultaneously with the execution of this Development Agreement hereof, receipt of the same being admitted and acknowledged by the Owners in the **MEMO OF RECEIPT** hereunder (i) the Developer, shall have absolute and exclusive Ownership over the constructed area, over and in respect of the said property and/or entire below Schedule property and also on, over and in respect of all the present and future constructed



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area and/or developed area and/or land area over on and in respect of the said property as mentioned in the First Schedule below at the foot of these presents; (ii) Owners will get **30%** of the sale proceeds in respect of the said property.

f. **Infrastructure, Expertise and Financial Capacity of Developer:** The Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and also the financial capacity to successfully undertake and complete the development of the Said Property by construction of several separate and distinct clusters of new buildings thereon comprising of primarily residential buildings and ancillary facilities and other areas in the manner as envisaged in this Agreement.

Financial Arrangement and Marketing: The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property including by way of home loans for the buyers through the financial institutions and inter alia to make construction of the Said Project and has the necessary infrastructure and expertise to market the Project to prospective occupants and investors. That the Owners shall keep all original documents and title deeds pertaining to the said property and will be liable to produce before any financial institute for home loan purposes/ any authorities for development, sanction of building plan or at any office or before any officers/advocates which the Developers may think is required and finally when the Developers will hand over the Owners' allocation (30% of the sale proceeds), the owners shall handover all original documents of the said property to the Developers without any further conditions.

g. **No Abandonment:** The Developer shall not under this Agreement abandon, delay or neglect the Project in any manner and shall accord the highest financial as well as infrastructural priority thereto in order to complete construction and development on and in respect of the said property subject to getting all statutory clearances.

h. **Owners have Authority:** The Owners covenant that they have not caused, any act or omission due to which they are not legally entitled to execute these presents or prevented by law to execute these presents i.e. the Owners herein are absolutely and legally authorized to execute these presents.



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i. **Developer has Authority:** The Developer represents that it has full authority to enter into this Agreement and appropriate Resolutions/ Authorizations to that effect exist.

j. **Finalization of Terms Based on Reliance and Representations:** Pursuant to the above and relying on the representations made by the Party to each other as stated above, final terms and conditions superseding all previous correspondences and agreements (oral or written) between the Party for the Project are being recorded by this Agreement. This Agreement shall override and eclipse all retrospective written and/or verbal communications inter and intra Party.

4. Basic Understanding

a. **Development of Said Property by Construction and Commercial Exploitation of Said Project:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by way of construction of the Said Project thereon and commercial exploitation of the Said Project and the Developer shall make all endeavor to develop the said project with its expertise, knowledge and shall have the exclusive authority to appoint appropriate person/s or team for the same.

b. **Nature and Use of Said Project:** The Said Project shall be constructed in accordance with architectural plans (Building Plans) to be prepared by an architect as appointed by the Developer and the said plan be sanctioned from statutory authorities concerned with sanction (collectively Planning Authorities), by the Developer as a Project comprising of primarily residential buildings and/or commercial buildings, if any and ancillary facilities and other areas with specified areas, amenities and facilities to be enjoyed in common. The residential buildings shall be laid out in the manner designed by the Architects as per direction and discretion of the Developer herein. That the concerned plan sanctioning authority at present is KMC and shall include other authority as may be appointed from time to time.

c. **Appointment of Contractors etc.:** The Developer shall have absolute right and full authority to appoint contractors, sub-contractors, agents, sub-agents etc. for the development of the Said Project on the Said Property, at its own costs and expenses.

5. Development and Commencement

a. **Development:** The Party of the First Part and the Party of the Other Part hereby accept the Basic Understanding between them as



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recorded herein above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners confirm that the Developer shall develop the entire said property as mentioned in the First Schedule at the foot of these Presents, at its own cost and on behalf of itself and the Owners. The Owners further confirm that the Developer shall have and enjoy absolute physical Khas possession over the said property and shall have exclusive right to carry out the Development and execution of the Project on, over and in respect of the said Property as mentioned in the First Schedule at the foot of these Presents at its own costs and expenses upon satisfaction of the performance for payment of consideration price in full, as set forth herein under.

b. **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above (Commencement Date) and this Agreement shall remain valid and in force till all obligations of the Party towards each other stand fulfilled and performed and all saleable spaces in the Said Project are transferred and sold. Whereas if the project somehow gets delayed due to the Developer or the owners want to realize their allocation before completion of the project then the Developers will be liable to settle the Owner's allocation within 12 months from the date of execution of this agreement @ the then market price whereas the terms and conditions of this agreement will still remain valid and in force till all saleable spaces in the Said Project are transferred and sold. After such event no monetary claim from the owners' side will be entertained by the Developers.

6. Pre-Sanction Activities, Sanction and Construction

a. **Statutory Clearance:** The Developer shall, at its own costs and expenses obtain all Statutory Clearances, "No Objections", permissions from appropriate authority or authorities for permission for development of the Said Project on the Said Property, and the Owners herein shall co-operate and co-ordinate in this regard. However, the Owners shall be held liable as to the cost and expenses for all statutory clearance and dues prior to the execution of this agreement.

b. **Mutation and Conversion:** The Developer at the costs and expenses, cause mutation in the land revenue record in the name of the Owners and shall rectify the errors in the KMC records and also obtain all statutory clearances with respect to the Said Property so that the purpose and basic understanding laid down in these presents



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are fulfilled. The Owners shall unqualifiedly extend all sorts of co-operation inclusive of executing all papers/documents with regard to the Title of these presents in this regard.

c. **Payment of Land Revenue:** The Owners shall at their own costs and expenses, make payment of up to date land revenue and/or Kolkata Municipal Corporation dues and/or Municipal taxes and/or all other statutory outgoings in respect of the Said Property till the date of execution of this agreement and it is clearly understood by and between the parties herein that all expenses for mutation, conversion and payment of land revenue will be considered and accepted as additional adjustable security consideration of the Owners herein.

d. **Survey and Measurement:** Immediately hereafter the Said Property shall be surveyed and measured by an agency appointed by the Developer and such cost and expenses shall be paid by the Parties herein jointly. The measurement derived from such survey shall be deemed to be the final area of the Said Property.

Sanction of Building Plans: The Developer at its own cost shall take all initiative responsibility and necessary steps for obtaining from the Planning Authorities, sanction of the Building Plans and authorized to sign thereon on behalf of the Owners herein.

e. **Architects and Consultants:** The Owners have unqualifiedly and irrevocably authorized the Developer to appoint the Architect and other consultants to assist in the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be exclusively and solely paid by the Developer and the Owners shall have no liability or responsibility.

f. **Construction of Said Project:** The Developer shall, at its own costs and expenses cause construction, erection and completion of the Said Project in accordance with the sanctioned Building Plans. Such construction shall be as per specifications, common to all saleable spaces comprised in the Said Project. In this regard it is clarified that the Said Project may at the option of the Developer, be constructed and delivered in phased manner.

g. **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties herein that the Developer shall cause construction, erection and completion of the entire Said Project within such reasonable period as decided by the Developer, subject to not more than 03 years from the date of sanction of plan from the concerned authority. Provided herein that construction of the project shall be commenced after clearance of all sorts of encumbrances, certificate of clearance obtained from any



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competent government authority, if any and subsequent grant of sanction building plan obtained from the KMC.

h. **Common Portions:** The Developer shall at its own costs install and erect in the common areas of the Said Project amenities and facilities such as stairways, lifts, passages, driveways, common lavatory, electric meter space, reservoir, over head water tank, water pump and motor, water Connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Project (collectively Common Portions). For permanent electric connection to the apartments/spaces in the Said Project (collectively Units), the intending purchasers (collectively Transferees) shall pay the deposits demanded by the licensed electricity supplier and/or other agencies and the Owners or their Transferees shall also pay the same for the Units in the Owners' Sharing ratio. It is clarified that the expression Transferees includes the Owners and the Developer, to the extent of unsold or retained Units in the Said Project.

i. **Building Materials:** The Developer shall be authorized to apply for and obtain at the costs of the Developer, quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Party and required for the construction of the Said Project but under no circumstances the Owners shall be responsible for the same in any manner including, without limitation, to the entitlement, availability, price/value, storage and/or quality of the building materials, inputs and facilities.

j. **Temporary Connections:** The Developer shall be authorized, to apply for and obtain at the costs of the Developer, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges.

k. **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer at the discretion of the Developer, and within the permissible limits of the Planning Authorities and in such case the Owners shall be bound to execute and present and sign on all such documents, maps, plans, as required from time to time.

l. **Co-operation:** Neither Party shall indulge in any activities which may be detrimental to the development of the Said Property and/or may affect the mutual interest of the Party. The Owners shall unqualifiedly and continuously provide all cooperation including



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execution of any document that may be necessary for successful completion of the Project.

7. Powers and Authorities

a. To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners hereby nominate, constitute and appoint the Developers and persons nominated by the Developers to be the true and lawful attorneys of the Owners, to do, execute and perform all or any of the acts, deeds, matters and things with respect to the said property as specified in the said Power of attorney.

b. The Owners hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

8. CONSIDERATION AND MODALITIES OF TRANSFER

a. The Owners and the Developer jointly agreed that instead of sharing ratio having separated by demarcating the portions in the proposed building complex, the aforesaid project shall be completed by the Developer on revenue sharing basis. Accordingly, it has been agreed that all the respective units, commercial spaces, if any and car parking spaces in the aforesaid project shall be dealt with by the Developer with the prospective purchaser or purchasers and the Developer shall realize the entire sale proceeds thereof.

b. It has been agreed between the Owners and the Developer that out of the sale proceeds, the Owners will get 30% including the adjustable amount paid under this presents and miscellaneous expenses borne by the developer on account of owners mentioned herein above and the Developer will get the remaining 70% sale proceeds out of which they shall be solely responsible for incurring all expenses for completion of the construction of the building.

If any payment is made by the Developers during the course of construction or after execution of this agreement then it will be adjusted with the owners' allocation, i.e 30% of the sale proceeds.

c. It has been agreed between the Owners and the Developer that a bank account will be opened by the Developer and the entire sale proceeds of the aforesaid project shall be deposited in the said bank account till owners get their allocation and the account will



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be operated by the Developer.

d. Marketing and Marketing Cost: It has been agreed that the entire constructed area of Owners & Developer's sharing ratio area shall be marketed and sold by the Developer only and/or through the marketing agents appointed by the Developer.

e. Sale Price, Business Plan and Statement of Sales/Bookings: The sale price and business plan for sale of the entire saleable areas i.e. Residential Areas in the newly constructed building shall be decided by the Developer, the Owners shall have no say with regard to such. The consideration amount out of sale of the unit shall be paid to the Owners after adjustment of all expenses and adjustable security deposit amount made by the developer on their behalf on and after execution of this agreement.

f. Construction Costs and Sanction Fees: The Owners shall not be required to pay any consideration towards the costs of construction or sanction fees or other overhead and establishment cost to the Developer out of their own funds and their contribution of the Said Property into the said Project shall be the sole consideration for the Owners' Share over the constructed, Developed land area, save as the cost incurred by the developer towards mutation, conversion, statutory clearances and any other departmental and ancillary expenses borne by the developer shall be reimbursed by the Owners and the same shall be adjusted from the Owner's sale proceed of their sharing ratio in proportion of price already agreed herein.

9. MODALITIES OF TRANSFER

a. Policy Decisions: All policy decisions relating to the manner of sale and other matters connected therewith shall be taken in principle by the Developer hereto which shall be implemented by the Developer and the Owners shall be bound to abide by and honour all such decisions.

b. Execution of Agreement for Sale, Deed of Mortgage and Deed of Conveyance: All Agreement for Sale, Sale Deed and Deed of Mortgage shall be jointly executed by the Owners and the Developer in person and in case of non-availability of the Owners, the Developer shall have exclusive right to sell, mortgage its share and every part thereof to any intending Purchaser or Party and in that case the Developer will execute the Agreement for Sale, Deed of Conveyance, Deed of Mortgage, any documents relating to home loans or otherwise as an Attorney of the Owners herein. By the execution of these presents the Owners authorize the Developer to execute all documents on behalf of the Owners. The Owners shall not have any right to mortgage the said



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property either by deposition of title deed or by way of registered mortgage after entering into this joint venture agreement in any manner whatsoever.

c. Grant of Undivided share of Said Property: The Transferees of the saleable areas in the said Project who may enter into agreements for sale at the instance of the Developer, shall be entitled to obtain and be granted the proportionate, undivided and impartible Ownership, right, title and interest in the Said Property by the Owners pertaining to and/or attributable to the area of the apartment/ space agreed to be sold to and purchased and acquired by such Transferees from or through the Developer. Hence, all documents executed by the Developer and the transferees and/or nominees shall be deemed to be executed by the Owners herein and shall be deemed to have the endorsement of the Owners.

d. Dealing with the Project area: The Developer shall be at full liberty and shall have absolute unqualified power and authority, to deal with the said Project area in such manner as may be deemed fit and proper and as may be decided by the Developer and the Developer shall be entitled to enter into agreements for transfer by way of sale, lease, transfer, nominate and assign and/or otherwise dispose of the Project area to the Transferees. The Parties further agree that the said possession of the Developer subject to payment of consideration price as noted in the memo of consideration below and till the completion of the entire project. The Owners further permit the Developer to assign, nominate and/or transfer all its rights and privileges accrued due to execution of these presents to any other person or persons company or companies, firm, organization, Government companies etc.

e. Execution of all documents and receiving all sale proceeds: The Developer shall have exclusive right to execute and register all documents relating to the saleable portion of the said project and to receive all sale proceeds thereof on account of the Developer.

f. Additional FAR: The Party agree, that if any additional FAR is granted by the KMC authorities, even after the plan getting sanctioned in respect of the proposed project on the scheduled property leading to re-sanctioning of the plan, then in such case the cost and usufructs pertaining to construction and sale of such additional FAR shall belong to the Developer, i.e., the Developer shall be the Owners of such additional FAR area and the Owners or their legal heirs shall have no right or claim over the said constructed area.

g. Legal Liability of Legal Heirs of the Owners: That at or before the execution of this Agreement, the Owners shall disclose and give details of the legal heirs and if required shall execute a Legal Heirs



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declaration pertaining to their existence and relation with them. That after the demise of the Owners herein, the Legal heirs shall be bound to execute necessary documents and agreements and POA in favour of the Developer without charging and or demanding any extra cost.

Owners herein further represents that the said property is free from all encumbrances, charges, liens, attachments and they are in peaceful vacant khas possession of the schedule mentioned property. In the event after execution of this agreement if it appears, that the said property is illegally and or in unauthorized manner occupied and/or possessed by any third party by any means, the Owners shall take all possible/necessary steps for vacating the said property from the hand and possession of such occupants or trespassers and shall execute such necessary document or documents in that regards at their own costs including the costs of any litigations in connection thereto. In that event the Developer shall not be held responsible and liable for any including as to the cost of such consequences. In this regard it is agreed that if the Owners failed to vacate the occupier/trespassers from the schedule property then trespassers / occupier to be given possession for their rehabilitation out of the Owner's sharing ratio.

10. SHARING OF TRANSFER/ADMINISTRATIVE CHARGES:

The Developer shall be entitled to all receivables in the form of the Administrative charges to be paid by all such provisional Allottees of Residential flats and/or commercial spaces who desire to cause resale and/or shall cause re-sale of such before execution of sale Deed of such from the Developer of the project.

11. FINANCIALS

a. Security Deposit: To secure the due performance of the obligations of the Developer, the Developer shall also pay a sum of Rs.20,00,000/- (Rupees Twenty Lakhs) only to the Owners herein as adjustable security money which shall be adjusted from the sale proceeds of the Owners upon the said project. The consideration to be paid by the Developer to the Owners are meant for acquiring unfettered absolute rights over on and in respect of the Developer's sharing ratio.

b. Project Finance: Either before or after sanction of Building Plans and all other permissions, consents, clearances, registrations and no objections required for commencement of construction, the Developer,



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may at its own risk, cost and liability, arrange for financing of the Project by any Bank(s)/Financial Institution(s) (Banker) and also home loans advanced to the buyers of the said constructed areas of the said project. Such Project Finance would be secured by the Transferees. That the Owners shall keep all original documents and title deeds pertaining to the said property and will be liable to produce before any financial institute for home loan purposes/ any authorities for development, sanction of building plan or at any office or before any officers/advocates which the Developers may think is required and finally when the Developers will hand over the Owners' allocation (30% of the sale proceeds), the owners shall handover all original documents of the said property to the Developers without any further conditions.

12. TRANSFER OF UNITS

a. Transfer of Units: In consideration of the part of adjustable money paid by the Developer to the Owners (the receipt whereof the Owners do and each of them doth hereby admit and acknowledge as per Memo of Consideration given hereunder), the Developer shall execute Agreements for Sale, Deeds of Conveyance of otherwise of the undivided share in the land contained in the Said Property as be attributable to the respective Units in favour of the Transferees thereof, in such part or parts as shall be required and/or prescribed by the Developer. Such Agreements for Sale, Deeds of Conveyance shall be executed by the Developer being authorized due to execution of these presents.

b. Possession to Transferees and Dealing with Unsold Units: The possession of Units to the Transferees shall be delivered progressively. At the end of the Project i.e. upon issuance of the Completion Certificate, if there are any unsold Units in the hands of the Developer, then the Developer shall be absolutely entitled to the absolute Ownership of areas belonging to his sharing ratio.

13. MUNICIPAL TAXES AND OUTGOINGS

a. Municipal Taxes and Outgoings: On and from the date of mutation and till the completion of the Project all taxes of Kolkata Municipal Corporation, land revenue and Municipal rates and taxes and outgoings (collectively Rates) on the Said Property shall be exclusively borne, paid and discharged by the Developer.

14. POSSESSION AND POST COMPLETION MAINTENANCE



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a. Notice of Completion: As soon as any phase of the Said Project is completed with occupancy certificate from either of the Architects and made habitable and tenatable with adequate availability of utilities like electricity, water, sewerage, drainage etc. and Common Portions for proper use, occupation and enjoyment, the Developer shall give a written notice to the Owners.

b. Possession Date and Rates: Since the Project will be constructed in phases or as may be decided by the developer, different blocks of the Said Project may have different Possession Dates.

c. Punctual Payment and Indemnity: The Developer shall punctually and regularly pay the rates for the Units to the concerned authorities and shall keep the Owners indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by the Owners, consequent upon a default and similarly the Owners shall keep indemnified the Developer against all costs, expenses, charges etc. as may be incurred by the Developer on account of having the said property free from encumbrances and claims of third parties and in spite of same the any defect in title remains.

d. Maintenance: The Developer shall frame a scheme for the management and administration of the Said Project and the maintenance shall be handed over to a professional agency. The Developer will mutually and jointly take all decisions for the management of the common affairs of the Said Project.

e. Maintenance Charge: The Developer shall hand over the management and maintenance of the Common Portions and services of the Said Project to a professional agency which shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the Said Project, water, electricity, sanitation and scavenging charge and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

15. OBLIGATIONS DUTIES AND RIGHTS OF THE DEVELOPER

a. Specifications: The Developer shall use standard quality building materials as is provided in multistoried residential/commercial buildings as per the specifications but it is clearly understood by the Party that the Specifications of all the Units shall be identical.

b. Commencement of the Project: The development of the Said Property shall commence as per the Specifications, Building



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Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.

b. Permission for Construction: All costs incurred to obtain all permissions required from various Government authorities for sanction of the Building Plans and permission to execute the Project shall be borne by the Developer. However, the Owners will extend their unqualified co-operation to enable the Developer in obtaining the above mentioned permissions and clearances.

c. Power to assign: The owners will not object if the developer appoint any engineer of his own choice to submit the plan for sanction to K.M.C and they will get a photocopy of sanction plan from the developer after it is being sanctioned from the K.M.C.

e. No Violation of Law: The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the Said Project.

f. Possession to Third Party: After completion of the construction work as per sanction plan it is the first duty of the Developer to handover the Owners' sale proceeds then to handover the possession of the entire saleable portion to prospective buyers.

g. Intimation about prospective buyers: The Developer will intimate the owners about any agreement done between the Developer and intending buyers till the date of handing over the owners' sale proceeds and after that the developer will not be liable for any such intimation.

16. OBLIGATIONS DUTIES AND RIGHTS OF OWNERS

a. Co-operation with Developer: The Owners unqualifiedly and fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.

b. Act in Good Faith: The Owners agree to act in good faith towards the Developer, so that the Project can be successfully completed.

c. No Obstruction in Dealing with Developer's Functions: The Owners hereby covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement or may be prevented from enjoying its entitlements and allocated area (constructed as well as land).

d. No Obstruction in Construction: The Owners hereby covenant not and never to cause any interference or hindrance in the construction of the Said Project.



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e. **By Owners:** The Owners warrant, represent to the Developer that in case of any defect and/or lacunae in title of the First Schedule or Scheduled property in such case the Owners shall cure and rectify all such at the cost and initiative of the Developer and such cost shall be reimbursed to the developer out of the Owner's sharing ratio. Provided always that in case in the title of the Owners become incurable then all amount /consideration paid in favour of the Owners shall be refunded by them in favour of the developer along with applicable interest thereon.

f. **Right Power and Capacity:** The Owners have the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, are not in breach of any obligations nor duties owed to any third Party and will not be so as a result of performing its obligations under this Agreement.

g. **Indemnity By the Owners:** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in relation to the Project and/or to the development and/or to the title of the said property on which the Said Project is proposed to be built.

17. MISCELLANEOUS

a. **Party Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts First in pursuance hereof and the other Party shall not be responsible for the same.

b. **Essence of the Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract. Time shall be the essence of the contract in this regard provided that if any delay is caused due to Force Majeure, the time during which the Developers were prevented from carrying out its obligations shall be added to the respective Schedules.

c. **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out in this Agreement.

d. **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.

e. **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not mean waiver of any such rights.

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

g. **GST:** Save those agreed to be complied with by the Developer hereunder, the parties shall respectively discharge statutory compliances in respect of Goods and Service Tax collections or payments and any other statutory compliance in respect of this agreement.

h. **Real Estate Laws:** The Developer shall comply with all necessary requirements under the Real Estate Laws and required to be complied with by a Developer of a building and the Owners shall co-operate and assist the Developer in respect thereof and shall also comply with all necessary requirements under the Real Estate Laws required to be complied with by a land Owners including as regards the Owners' Share.

i. **RERA:** The Developers shall comply with the provisions of the Real Estate Regulation Act, 2017 (RERA) and Rules made there under for implementation of this agreement and not withstanding any provisions content in this agreement. Provisions contained in RERA and rules made their under will prevailed.

j. **Use of Brand Name:** The Project will carry the brand name of the Developer and the name of the Project will be decided by the Developer which shall be exclusive intellectual property of the developer. Any use of the same by any person without consent of the Developer shall tantamount to infringement of right of the Developer and shall enable the developer to take appropriate legal action against such person/s as per applicable provisions of law

18. TERMINATION & FORFEITURE

No Cancellation: In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Party agree that only the courts of Calcutta shall alone have jurisdiction to try the suit for specific performance of contract and/or any other reliefs.

That this Development Agreement cannot be cancelled by the Owners without assigning any reason thereof.

That on cancellation of the agreement the Developer shall have lien on the said property and/or project to the tune of amount paid in favour of the Owners and further spent by it for development and



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upkeep of the said property and all other expenses of any nature made for and on behalf of the Owners in respect to the said property for making it clear from the occupation of the occupants/ tenants/ claimants/ taxes/ revenue etc.

19. DEFAULTS:

a. **Of Developer:** In the event the Developer, (1) fails and/or neglects to start construction of the project within a period of 1 year after obtaining of sanction building plan from competent KMC authority, it shall be lawful on the part of the Owners to cancel this Agreement and can take legal action against the Developer. If because of any willful act on the part of the Developer the construction and completion of the project is delayed and/or suspended, then and in that event, the Developer shall be liable to pay damages to the Owners and the owners will refund all the amount received till date to the developers.

Of Owners: In the event the Owners fail and/or neglect to perform any of the obligations under this Agreement, then the Developer shall be entitled to refer the matter to courts of Calcutta to try the suit for specific performance of contract and/or any other reliefs.

20. ENTIRE AGREEMENT

Suppression: This Agreement constitutes the entire Agreement between the Parties and revokes and supersedes all previous discussions /correspondence and Agreements between the Party, oral or implied saved and except Power of Attorney is the executed along with these presents.

21. PARTIAL INVALIDITY:

a. **Construction of:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid, void or unenforceable to any extent, the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. **Alternative:** If any such provision is so held to be invalid, illegal or unenforceable, the Parties undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable and to the extent feasible, accurately represents the intention of the Parties.



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22. COUNTERPARTS

All Originals: This Agreement is being executed in single form and in case the Owners required copy of the same, certified copy of the same shall be obtained from the concerned registry office at the cost of developer.

23. AMENDMENT/MODIFICATION

a. **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 Party and expressly referring to the relevant provision of this Agreement.

24. NOTICE

a. **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery, or registered post with acknowledgement due to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified in writing by each Party from time to time). The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Owners.

b. **Time of Service:** Any such notice or other written communication shall be deemed to have been served:

c. **Personal Delivery:** if delivered personally, at the time of delivery.

d. **Registered Post:** if sent by prepaid recorded delivery or registered post on the 4th day of handing over the same to the postal authorities/service provider.

e. **Facsimile:** if sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

f. **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made by producing the acknowledgement of receipt or in the case of prepaid recorded delivery or registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced successful



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transmission in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

g. Electronic Mail: Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.

25. REFERRANCE TO COURT:

a. Referral to disputes and courts:

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

If the Party and/or Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, either party can sue the other party for specific performance of contract or any other relief in the event of breach and violation of any other terms and conditions of this agreement and the courts of Calcutta shall alone have jurisdiction to try the suit for specific performance of contract and/or any other reliefs.

b. Place: The place of suits shall be Kolkata only.

26. JURISDICTION

Court: a connection with the aforesaid judicial proceedings, the courts the Hon'ble High Court at Calcutta only shall have jurisdiction to receive entertain, try and determine all actions and proceedings.

27. FORCE MAJEURE

Meaning of: Force Majeure shall mean and include flood, earthquake, riot, war, storm, pandemic, tempest, civil commotion, strike and/or any other event beyond the control of the Parties which is not mentioned hereunder (**Force Majeure**).

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



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performance and/or completion period of such obligation shall be suspended during the duration of Force Majeure. That liability of compensation shall also be excluded for the period of force majeure continuation.

28. RULES OF INTERPRETATION

Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Party to the Said Property.

Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the Schedules form part of and are deemed to be incorporated in his Agreement.

Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

Headings: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

29. The terms and stipulations of these presents mentioned hereinabove will be valid for 30 months from the date of signing this agreement.



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SCHEDULE - A

ALL THAT the revenue free messuages, tenaments, land, hereditaments and premises measuring about 4 Cottahs 1 Chittack 7 sq. ft. more or less with G+1 storied residential building (65 yrs old), measuring more or less 1400 sqft on each floor and being the municipal Premises No.P-411/26, Calcutta Improvement Trust Scheme no.XLVII in street no.6, Ward No.63 of the then Corporation of Calcutta (now KMC) formed out Original Plot No.P-411 of Calcutta Improvement Trust Scheme No.XLVII comprised in Revenue Holding No.297 in Sub-Division - P, Division VI in Mouza - Panchanangram, P.S. Ballygunge (now Gariahat), municipal **Premises No. P-411/26, Hemanta Mukhopadhyay Sarani, Kolkata 700 029, ward-86 under Assessee No.110860400054**, within the jurisdiction of Registration Sub-District, Sealdah in the District of 24 Parganas (now South 24 Parganas) being butted and bounded in the manner as under:

| | | |
|--------------|---|-----------------------------|
| NORTH | - | P-411/23/A, Hindusthan Road |
| SOUTH | - | 40' ft. wide Road; |
| EAST | - | P-25, Gariahat Road |
| WEST | - | P-27, Gariahat Road |

SCHEDULE "B" ABOVE REFERRED TO
(PAYMENT SCHEDULE)

1. Rs.20,00,000/- (Rupees Twenty Lakhs)only at the time of signing of this Agreement and registration .

SCHEDULE "C" ABOVE REFERRED TO
(Easementary rights of the Proposed Building)

1. The Purchaser/s shall be entitled to all rights privileges, including the right of vertical and lateral supports, easements, quasi easements, appendages and appurtenances whatsoever belonging or in any way appertaining to the said flat/units and/or other spaces or otherwise hereby intended so to be held, used, occupied or enjoyed or reputed or known as part parcel or number thereof as appertaining thereto which are herein after morefully specified.
2. The rights of access in common with the landowners of the said building at all times and for all normal purposes connected with the use and enjoyment of the said flat/units and/or other



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- spaces including open and covered spaces, staircases, landings, and other utility and other common parts of the building.
3. The right of way in common as aforesaid at all times and for all purposes connected with the reasonable use and enjoyment of the said flat/units and/or other spaces and other common parts.
 4. The right of passage in common for electricity cables, telephone lines, soil pipes, gas line, wires etc.
 5. All sorts of easementary rights and right of ingress and egress and other and/or right of access in and around all common parts and/or portions of the entire premises.

SCHEDULE "D" ABOVE REFERRED TO
(Common area of the proposed building)

1. The land on which the building is located and all easements, rights, appurtenances, belonging to the land and the building.
2. The foundation, columns, girders, beams, supports, main wall passages etc.
3. Underground water reservoir with covered head together with the main pipeline from the Kolkata Municipal Corporation.
4. Pump room if required with motor and pump and distribution pipes.
5. Water pump, water tank, water pipes, and other common pumping installations.
6. If required corridors, lobbies, landing space, stairs, stairways, exists outer walls of the building and common passages of the building including in particular the space under the stairs and the electrical meters and installations.
7. R.C.C overhead tank.
8. Electrical wiring meters and fittings.
9. Water and sewerage evacuation pipes to the drains and sewerage common to the building.
10. Drains and sewerage from the building to the municipality duct.
11. Staircase on all the floors.
12. Staircase landings on all the floors.
13. Right to install television antenna, telephone and meter lines.
14. Boundary walls and main gate.
15. All other common areas, equipment, installations, fixtures, fittings, and spaces in or about the said premises as are necessary or convenient to its existence maintenances and safety or normally in common use and as are specified by the



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vendor expressly to be the common parts of the said flat/units and/or other spaces.

SCHEDULE "E" ABOVE REFERRED TO
(Specifications of the Proposed Building)

PART - I

FOUNDATIONS :

1. The building shall be RCC framed structure as per design of our Architect
2. **BRICK WORK :**
 - a) All external brick work will be generally 10'/8" inches thick with good quality brick in cement and mortar (1:6).
 - b) All internal partition walls shall be 5"/3" with sand and cement mortar.
 - c) Height of all rooms in each flat Between RCC slab should be as per KMC rules.
3. **FLOORING :**
 - a) All bed rooms, living/dining, verandah, kitchen, passage floor will be 3'x2'/4'x2' marble / 2'x2' equivalent vitrified.
 - b) The skirting will be 5" high.
4. **PLASTERING :**
The building will have ½" thick average sand and cement plaster in all external surface and the internal surface will have ¾" thick sand and cement plaster whereas the ceiling will have sand and cement plaster of ¼" thick .
5. **KITCHEN :**
 - a) Front wall of the cooking slab will have 3'-0" high finish with glaze tiles.
 - b) Granite (jeera white)/its equivalent of 6'-0" length. Space for keeping gas cylinder and racks have to be done below the cooking platform.
 - c) One steel sink with one tap, one tap below the sink.
6. **TOILET/W.C. :**
6'-0" high coloured glazed tiles (1'X1'6") on the Walls and 1'X 1" tiles on the floor.
7. **BATH & W.C. COMBINED:**
 - a) One white commode with cistern will be provided in the W.C. & toilet both.



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- b) One C.P. shower rose and C.P. tap with hot & cold water line (conceal line G.I./P.V.C. pipe) in both toilet and W.C.
- c) One basin with water line with tap in toilet and w.c.
- d) Hot and cold water system in both toilet and w.c.
- e) Glazed tiles of reputed company.
- f) Sanitary fittings should be Hindware.
- g) All taps & fittings to be Jaquar.

8. **WINDOWS :**

Aluminium sliding with grill windows of good quality and painted. All windows will have 3.0 mm smoke glass of good quality.

9. **DOORS :**

- a) Main entrance door to be made of flush door with one side teak ply pasting/laminate.
- b) Sal wood, frames 4"x2½" (section).
- c) One 8" long tower bolt from inside.
- d) One eyehole with fittings.
- e) One handle from outside/inside.
- f) 3 nos. oxydised hinges (5").
- g) Godrej night latch on front doors & a door stopper.

10. **OTHERS DOORS :**

DOORS:

- a) Commercial flash doors to be painted in both sides. (good quality).
- b) Sal wood frame of adequate thickness (4"x2½")
- c) One 6" long tower bolt from inside.
- d) One hasbolt with ring bed room doors.
- e) One 6" long tower bolt from outside of toilet and kitchen doors.
- f) All doors should be handle and door stopper.

11. **ELECTRICAL INSTALLATION :**

BED ROOM

- a) Two light points.
- b) One fan point.
- c) Two 5 amp. Power point
- d) One A.C point in one bed room

LIVING/DINING ROOM:

- a) Three light points.
- b) Two fan points.



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- c) 1 nos. of 15 amp power point
- d) 2 nos. 5 amp. Power point
- e) One refrigerator point.

W.C.:

- a) One light point.
- b) exhaust point
- c) One plug point.
- d) One geyser point.

TOILET:

- a) One light point.
- b) One exhaust point
- c) One plug point.
- d) One geyser point.

KITCHEN:

- a) Two light point.
- b) One exhaust fan point/chimney point.
- c) Two 15 amp. Power point for microwave and mixi.
- d) One Aquaguard point.

VERANDAH:

One light point each verandah.

INSIDE PASSAGE:

One light point.

GARAGE:

One light point for each garage.

STAIR CASE:

- a) One light point on each full landing.
- b) One electric call bell point near each flat entrance door.

N.B. All electrical wiring to be concealed.**12. ROOF :**

- a) Suitable water proofing treatment of roof with grey/suitable mosaic.
- b) 3'-0" height parapet wall will be provided at the roof.
- c) Suitable P.V.C. rain water pipe for proper drainage of water from roof.

13. ELECTRIC METER :

Developer shall make arrangement for installation of one common electric meter from CESC at his cost. Developer will make arrangement for installation of separate electric meter in



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Alipore, South 24 Parganas
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each flat in the name of prospective buyers and owner. The installation charges and other charges of meter from CESC is to be borne by the Buyers & Owner of the flat. Cost of 440 electric line if required will be borne by the Flat Owners.

14. **PAINTING :**

- a) Outer wall of the building, to be paint with the weather coat paints or its equivalent with proper paint.
- b) All inside wall of the flats and roof of the Owner have to be finished with plaster of paris.

15. Garage space will have 1'x 1' tiles/ mosaic

16. **SPECIAL:**

- a) On stair case marble.
- b) Staircase room will be provided with Aluminium sliding window with glass for light and ventilation.
- c) Space for electric meter will be installed at ground floor.
- d) Boundary wall of all sides, passage gate, water tap, electric line for garage, common passage and roof top use.
- e) RCC overhead water tank will be provided at the top as per architect design.
- f) 4/5 passenger Lift facility will be provided.
- g) Thick gage iron gate will be provided in front of the garage of the building.
- h) Caretaker room with toilet will be provided at the ground floor or behind the building (may not be as per sanction plan).

PART - II

Common Installations : (Common to all the co Sharers)

1. Drains, sewers and pipes from the building to the municipality duct.
2. Stair case on all the floors.
3. Stair landing on all floors.
4. Water pump with motor, water tank and water distribution pipes and other common installations.
5. Electrical wiring fittings and other accessories for lighting the stair case and other common areas.
6. Water and sewerage evacuation pipes form the Units to drains and sewers common to the Building.
7. Main gate to the premises and the building.
8. Boundary walls and common areas on all sides.



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Alipore, South 24 Parganas.
19 APR 2023

IN WITNESS WHEREOF the parties hereto have hereunto executed these presents on the day, month and year first above written.

SIGNED SEALED AND DELIVERED by **OWNERS** at Kolkata in presence of:

- Sanjay Kumar Bandopadhyay
 1. SANJAY KUMAR BANDOPADHYAY
 FLAT 410, JEWEL GARDENS,
 BLOK-B, MIYAPUR, TELENGANA
 HYDERABAD-500049
 2.
 Ashlee Kumar Meelbhadras
 319 Brantia Pally
 Kasba, Ickhale-Joy

| | |
|----|-----------------|
| 1. | Ayan Kumarjee |
| 2. | Marani Barua |
| 3. | Mina Chatterjee |
| 4. | Mina Banerjee |

SIGNATURE OF THE OWNERS

SIGNED SEALED AND DELIVERED by **DEVELOPER** at Kolkata in presence of:

1. Sanjay Kumar Bandopadhyay

2. Ashlee Kumar Meelbhadras

S.N. REALTY

Audip Ghosh Partner
 Naren Chowdhury Partner

SIGNATURE OF THE DEVELOPERS

Drafted by me:

Sandeep Jol

Advocate,
 High Court, Calcutta

D/265/08



District Sub Registrar-II
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19 APR 2023

MEMO OF CONSIDERATION

We, the owners received Rs.20,00,000/- (Rupees Twenty Lakhs) only from the Developer as adjustable security amount by A/c payee cheques mentioned as follows:

| Sl | Date | Chq no | Bank & Branch | Amount |
|---------------|-------------|---------------|------------------------------|-----------------------|
| 1 | 19.04.23 | 000004 | HDFC BANK Jodhpur Park Br | Rs.5,00,000/- |
| 2 | 19.04.23 | 000006 | HDFC BANK Jodhpur Park Br | Rs.5,00,000/- |
| 3 | 19.04.23 | 000008 | HDFC BANK Jodhpur Park Br | Rs.5,00,000/- |
| 4 | 19.04.23 | 000010 | HDFC BANK Jodhpur Park Br | Rs.5,00,000/- |
| TOTAL: | | | | Rs.20,00,000/- |

Rupees Twenty Lakhs only

Witness:

1 *Jangpy Kumar Bandyopadhyay*

2 *A.K. Neelkumar*

| | |
|----|------------------------|
| 1. | <i>A.K. Neelkumar</i> |
| 2. | <i>Marani Barua</i> |
| 3. | <i>Mira Chatterjee</i> |
| 4. | <i>Mina Banerjee</i> |

Signature of the OWNERS



District Sub Registrar-II
Alipore, South 24 Parganas.
19 APR 2023



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

Name AYAN MUKHERJEE
 Signature Ayan Mukherjee



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

Name MIRA CHATTERJEE
 Signature Mira Chatterjee













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











Name MINA BANERJEE
 Signature Mina Banerjee













District Sub Registrar-II
Alipore, South 24 Parganas
19 APR 2023

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

Name MARAMI BARUA
 Signature Marami Barua

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

Name SUDIP GHOSH
 Signature Sudip Ghosh

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

Name NAVIN CHOWDHURY
 Signature Navin Chowdhury



District Sub-Registrar-II
Alipore, South 24 Parganas
19 APR 2023









Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16022000901873/2023

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

| Sl No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|---|-----------|---|---|-----------------------------|
| 1 | Mr AYAN MUKHERJEE ANANDA NAGAR BYE LANE-3, City:- Not Specified, P.O:- DISPUR, P.S:-GEETA NAGAR, District:- Kamrup, Assam, India, PIN:- 781005 | Land Lord |  |  | Ayan Mukherjee 19/4/2023 |
| 2 | Mrs MARAMI BARUA R. G. BARUA ROAD, MANIK NAGAR, 97, City:- Not Specified, P.O:- DISPUR, P.S:- GEETA NAGAR, District:-Kamrup, Assam, India, PIN:- 781005 | Land Lord |  |  | Marami Barua 19/4/23 |
| 3 | Mrs MIRA CHATTERJEE Gariahat Road, P-26, City:- Not Specified, P.O:- Gariahat, P.S:-Gariahat, District:-South 24- Parganas, West Bengal, India, PIN:- 700029 | Land Lord |  |  | Mira Chatterjee 19/4/23 |



District Sub Registrar-II
Alipore, South 24 Parganas
19 APR 2023

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

| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
|--------|--|---|---|--|-----------------------------|
| | Mrs MINA BANERJEE ANNESH AVENUE, AMBEDKAR NAGAR, Flat No: 303, City:- Not Specified, P.O:- MIYAPUR, P.S:- SAJEEVA REDDY NAGAR, District:- Hyderabad, Andhra Pradesh, India, PIN:- 500049 | Land Lord |  |  | Mina Banerjee 19/04/2023 |
| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
| 5 | Shri SUDIP GHOSH GARIAHAT ROAD SOUTH, City:- Not Specified, P.O:- DHAKURIA, P.S:-Lake, District:-South 24- Parganas, West Bengal, India, PIN:- 700031 | Represent ative of Developer [MS S N REALTY] |  |  | Sudip Ghosh 19/04/2023 |
| SI No. | Name of the Executant | Category | Photo | Finger Print | Signature with date |
| 6 | Shri NAVIN CHOWDHURY MICHAEL MADHUSUDAN DUTTA SARANI, 14/2A, City:- Not Specified, P.O:- KHIDDERPORE, P.S:- Wattgunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700023 | Represent ative of Developer [MS S N REALTY] |  |  | Navin Chowdhury 19/04/23 |



District Sub Registrar-II
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19 APR 2023

| NO. | Name and Address of identifier | Identifier of | Photo | Finger Print | Signature with date |
|-----|--|--|--|---|---|
| 1 | Mr HARADHAN CHANDRA GHOSH Son of Late MURARI MOHAN GHOSH GARIAHAT ROAD SOUTH, 26/1A, City:- Not Specified, P.O:- DHAKURIA, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 | Mr AYAN MUKHERJEE, Mrs MARAMI BARUA, Mrs MIRA CHATTERJEE, Mrs MINA BANERJEE, Shri SUDIP GHOSH, Shri NAVIN CHOWDHURY |  |  |  19/04/23 |

(Suman Basu)

DISTRICT SUB-
REGISTRAR

OFFICE OF THE D.S.R. -I
I SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



District Sub Registrar-II
Alipore, South 24 Parganas
18 APR 2023

Government of West Bengal
GRIPS 2.0 Acknowledgement Receipt
Payment Summary



110420232001419277

GRIPS Payment Detail

| | | | |
|-------------------|--------------------|---------------------|---------------------|
| GRIPS Payment ID: | 110420232001419277 | Payment Init. Date: | 11/04/2023 12:49:16 |
| Total Amount: | 59942 | No of GRN: | 1 |
| Bank/Gateway: | HDFC Bank | Payment Mode: | Counter Payment |
| BRN: | 12042023040 | BRN Date: | 12/04/2023 00:00:00 |
| Payment Status: | Successful | Payment Init. From: | Department Portal |

Depositor Details

Depositor's Name: Mr Sudip Ghosh
Mobile: 9674799801

Payment(GRN) Details

| Sl. No. | GRN | Department | Amount (₹) |
|---------|--------------------|---|------------|
| 1 | 192023240014192792 | Directorate of Registration & Stamp Revenue | 59942 |
| Total | | | 59942 |

IN WORDS: FIFTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.

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





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



192023240014192792

GRN Details

GRN: 192023240014192792 Payment Mode: Counter Payment
GRN Date: 11/04/2023 12:49:16 Bank/Gateway: HDFC Bank
BRN : 12042023040 BRN Date: 12/04/2023 00:00:00
GRIPS Payment ID: 110420232001419277 Payment Init. Date: 11/04/2023 12:49:16
Payment Status: Successful Payment Ref. No: 2000901873/2/2023
(Query No*/Query Year)

Depositor Details

Depositor's Name: Mr Sudip Ghosh
Address: 26/1A, Gariahat Road south , Kol-31
Mobile: 9674799801
Period From (dd/mm/yyyy): 11/04/2023
Period To (dd/mm/yyyy): 11/04/2023
Payment Ref ID: 2000901873/2/2023
Dept Ref ID/DRN: 2000901873/2/2023

Payment Details

| Sl. No. | Payment Ref No | Head of A/C Description | Head of A/C | Amount (₹) |
|---------|-------------------|--|--------------------|--------------|
| 1 | 2000901873/2/2023 | Property Registration- Stamp duty | 0030-02-103-003-02 | 39921 |
| 2 | 2000901873/2/2023 | Property Registration- Registration Fees | 0030-03-104-001-16 | 20021 |
| | | | Total | 59942 |

IN WORDS: FIFTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.

PAID



Major Information of the Deed

| | | | |
|--|---|---|------------|
| Deed No : | I-1602-05454/2023 | Date of Registration | 20/04/2023 |
| Query No / Year | 1602-2000901873/2023 | Office where deed is registered | |
| Query Date | 06/04/2023 11:54:20 AM | D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas | |
| Applicant Name, Address & Other Details | Kajal Dutta High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9830326688, Status : Advocate | | |
| Transaction | Additional Transaction | | |
| [0110] Sale, Development Agreement or Construction agreement | [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-] | | |
| Set Forth value | Market Value | | |
| | Rs. 2,31,24,002/- | | |
| Stampduty Paid(SD) | Registration Fee Paid | | |
| Rs. 40,021/- (Article:48(g)) | Rs. 20,053/- (Article:E, E, B) | | |
| Remarks | Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | |

Land Details :

District: South 24-Parganas, P.S:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hemanta Mukherjee Sarani, , Premises No: P-411/26, , Ward No: 086 Pin Code : 700029

| 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 | 4 Katha 1 Chatak 7 Sq Ft | | 2,19,90,002/- | Width of Approach Road: 40 Ft., |
| Grand Total : | | | | 6.7192Dec | 0 /- | 219,90,002 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 2800 Sq Ft. | 0/- | 11,34,000/- | Structure Type: Structure |
| Gr. Floor, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 65 Years, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Floor No: 1, Area of floor : 1400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 65 Years, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Total : | | 2800 sq ft | 0 /- | 11,34,000 /- | |

Word Details :

Name,Address,Photo,Finger print and Signature

1 Mr AYAN MUKHERJEE

Son of Late SOBHAN LAL MUKHERJEE ANANDA NAGAR BYE LANE-3, City:- Not Specified, P.O:- DISPUR, P.S:-GEETA NAGAR, District:-Kamrup, Assam, India, PIN:- 781005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKxxxxxx2P, Aadhaar No: 80xxxxxxxx2849, Status :Individual, Executed by: Self, Date of Execution: 19/04/2023
 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 19/04/2023
 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Pvt. Residence

2 Mrs MARAMI BARUA

Daughter of Late SOBHAN LAL MUKHERJEE R. G. BARUA ROAD, MANIK NAGAR, 97, City:- Not Specified, P.O:- DISPUR, P.S:-GEETA NAGAR, District:-Kamrup, Assam, India, PIN:- 781005 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BFxxxxxx5A, Aadhaar No: 36xxxxxxxx2700, Status :Individual, Executed by: Self, Date of Execution: 19/04/2023
 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 19/04/2023
 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Pvt. Residence

3 Mrs MIRA CHATTERJEE

Wife of Late AMIYO BHUSAN CHATTERJEE Gariahat Road, P-26, City:- Not Specified, P.O:- Gariahat, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ANxxxxxx1A, Aadhaar No: 31xxxxxxxx4519, Status :Individual, Executed by: Self, Date of Execution: 19/04/2023
 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 19/04/2023
 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Pvt. Residence

4 Mrs MINA BANERJEE

Wife of Late GOPAL KUMAR BANERJEE ANNESH AVENUE, AMBEDKAR NAGAR, Flat No: 303, City:- Not Specified, P.O:- MIYAPUR, P.S:-SAJEEVA REDDY NAGAR, District:-Hyderabad, Andhra Pradesh, India, PIN:- 500049 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AOxxxxxx8M, Aadhaar No: 61xxxxxxxx3266, Status :Individual, Executed by: Self, Date of Execution: 19/04/2023
 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 19/04/2023
 , Admitted by: Self, Date of Admission: 19/04/2023 ,Place : Pvt. Residence

Developer Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|---|
| 1 | MS S N REALTY GARIAHAT ROAD SOUTH, 1/429, City:- Not Specified, P.O:- JODHPUR PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068 , PAN No.:: ABxxxxxx4G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative |

Representative Details :

| Sl No | Name,Address,Photo,Finger print and Signature |
|-------|--|
| 1 | Shri SUDIP GHOSH (Presentant) Son of Shri HARADHAN CHANDRA GHOSH GARIAHAT ROAD SOUTH, City:- Not Specified, P.O:- DHAKURIA, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700031, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AQxxxxxx1B, Aadhaar No: 55xxxxxxxx5155 Status : Representative, Representative of : MS S N REALTY (as PARTNER) |

Shri NAVIN CHOWDHURY

Son of Late NAND KISHORE CHOWDHURY MICHAEL MADHUSUDAN DUTTA SARANI, 14/2A, City:- Not Specified, P.O:- KHIDDERPORE, P.S:-Wattgunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700023, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx5P, Aadhaar No: 84xxxxxxxx3617 Status : Representative, Representative of : MS S N REALTY (as PARTNER)

Identifier Details :

| Name | Photo | Finger Print | Signature |
|--|-------|--------------|-----------|
| Mr HARADHAN CHANDRA GHOSH Son of Late MURARI MOHAN GHOSH GARIAHAT ROAD SOUTH, 26/1A, City:- Not Specified, P.O:- DHAKURIA, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700031 | | | |
| Identifier Of Mr AYAN MUKHERJEE, Mrs MARAMI BARUA, Mrs MIRA CHATTERJEE, Mrs MINA BANERJEE, Shri SUDIP GHOSH, Shri NAVIN CHOWDHURY | | | |

Transfer of property for L1

| Sl.No | From | To. with area (Name-Area) |
|-------|---------------------|---------------------------|
| 1 | Mr AYAN MUKHERJEE | MS S N REALTY-1.67979 Dec |
| 2 | Mrs MARAMI BARUA | MS S N REALTY-1.67979 Dec |
| 3 | Mrs MIRA CHATTERJEE | MS S N REALTY-1.67979 Dec |
| 4 | Mrs MINA BANERJEE | MS S N REALTY-1.67979 Dec |

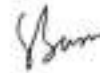
Transfer of property for S1

| Sl.No | From | To. with area (Name-Area) |
|-------|---------------------|----------------------------------|
| 1 | Mr AYAN MUKHERJEE | MS S N REALTY-700.00000000 Sq Ft |
| 2 | Mrs MARAMI BARUA | MS S N REALTY-700.00000000 Sq Ft |
| 3 | Mrs MIRA CHATTERJEE | MS S N REALTY-700.00000000 Sq Ft |
| 4 | Mrs MINA BANERJEE | MS S N REALTY-700.00000000 Sq Ft |

17-04-2023

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 2,31,24,002/-



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 19-04-2023

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

Presented for registration at 17:00 hrs on 19-04-2023, at the Private residence by Shri SUDIP GHOSH ,

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

Execution is admitted on 19/04/2023 by 1. Mr AYAN MUKHERJEE, Son of Late SOBHAN LAL MUKHERJEE, ANANDA NAGAR BYE LANE-3, P.O: DISPUR, Thana: GEETA NAGAR, , Kamrup, ASSAM, India, PIN - 781005, by caste Hindu, by Profession Business, 2. Mrs MARAMI BARUA, Daughter of Late SOBHAN LAL MUKHERJEE, R. G. BARUA ROAD, MANIK NAGAR, 97, P.O: DISPUR, Thana: GEETA NAGAR, , Kamrup, ASSAM, India, PIN - 781005, by caste Hindu, by Profession House wife, 3. Mrs MIRA CHATTERJEE, Wife of Late AMIYO BHUSAN CHATTERJEE, Gariahat Road, P-26, P.O: Gariahat, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife, 4. Mrs MINA BANERJEE, Wife of Late GOPAL KUMAR BANERJEE, ANNESH AVENUE, AMBEDKAR NAGAR, Flat No: 303, P.O: MIYAPUR, Thana: SAJEEVA REDDY NAGAR, , Hyderabad, ANDHRA PRADESH, India, PIN - 500049, by caste Hindu, by Profession House wife

Indetified by Mr HARADHAN CHANDRA GHOSH, , Son of Late MURARI MOHAN GHOSH, GARIAHAT ROAD SOUTH, 26/1A, P.O: DHAKURIA, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by profession Others

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

Execution is admitted on 19-04-2023 by Shri SUDIP GHOSH, PARTNER, MS S N REALTY (Partnership Firm), GARIAHAT ROAD SOUTH, 1/429, City:- Not Specified, P.O:- JODHPUR PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068

Indetified by Mr HARADHAN CHANDRA GHOSH, , Son of Late MURARI MOHAN GHOSH, GARIAHAT ROAD SOUTH, 26/1A, P.O: DHAKURIA, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by profession Others

Execution is admitted on 19-04-2023 by Shri NAVIN CHOWDHURY, PARTNER, MS S N REALTY (Partnership Firm), GARIAHAT ROAD SOUTH, 1/429, City:- Not Specified, P.O:- JODHPUR PARK, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068

Indetified by Mr HARADHAN CHANDRA GHOSH, , Son of Late MURARI MOHAN GHOSH, GARIAHAT ROAD SOUTH, 26/1A, P.O: DHAKURIA, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700031, by caste Hindu, by profession Others



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

12-04-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,053.00/- (B = Rs 20,000.00/- ,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 20,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/04/2023 12:00AM with Govt. Ref. No: 192023240014192792 on 11-04-2023, Amount Rs: 20,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 12042023040 on 12-04-2023, Head of Account 0030-03-104-001-16

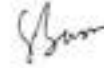
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 247111, Amount: Rs.100.00/-, Date of Purchase: 13/04/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/04/2023 12:00AM with Govt. Ref. No: 192023240014192792 on 11-04-2023, Amount Rs: 39,921/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 12042023040 on 12-04-2023, Head of Account 0030-02-103-003-02



Suman Basu
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2023, Page from 185657 to 185707
being No 160205454 for the year 2023.



Suman

Digitally signed by Suman Basu
Date: 2023.04.25 14:01:04 -07:00
Reason: Digital Signing of Deed.

(Suman Basu) 2023/04/25 02:01:04 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)