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Verified that the document is admitted to registration, the original sheets and the duplicate sheets are filed with the documents of this document.

[Signature]
Deputy Sub-Register-III
Alipore, South 24-parganas

11.10.22

DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT made this the ^{28th} day of September Two Thousand And Twenty-Two of the Christian Era

BETWEEN



105893

NO.....Sold to.....
Address.....
Rs.....
Date.....

SAMYAKK ATTORNEYS
65A, SARAT BOSE ROAD
Kolkata-20
26 SEP 2022

SAMYAKK ATTORNEYS
65A, SARAT BOSE ROAD

SIPRA DEY

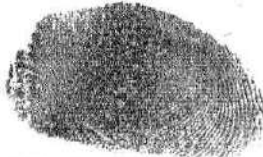
Licence No.: 18A

Code : 1070

1, N. S. Road, Kolkata-700 001

[Handwritten signature]

Shantanu Shastri



13310

PRIME REALCON PVT. LTD.

Shantanu Shastri

DIRECTOR



13311

Bullant Ghose



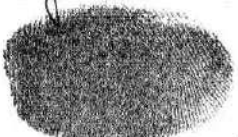
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Majumdar



13313

Swagata Majumdar



13314

Somadeep Majumdar



13315

Pravakar Das
PRAVAKAR DAS
S/o Mr. S. Das

VIII- Nabagram, Shyampur
P.O.- Nabagram, P.S.-Shyampur
Dist.- Howrah, Pin- 711315



DISTRICT SUB REGISTRAR-II
SOUTH 24 PGS., ALIPORE
28 SEP 2022



(1) **BULBUL GHOSE (PAN AVKPG8052B & AADHAR CARD NO. 420906034618)**, daughter of Late Sailendra Nath Majumdar, aged about 69 years, by religion - Hindu, Nationality - Indian, by occupation - Housewife, residing at 38A, New Alipore, Block - B, P.O. - New Alipore, P.S. - New Alipore, Kolkata - 700 053 and (2) **SUJIT MAJUMDAR (PAN BGWPM9282P & AADHAR CARD NO. 552889767531)**, son of Late Sailendra Nath Majumdar aged about 71 years, by religion - Hindu, Nationality - Indian, by occupation - Retired, residing at 21, Lake Terrace Road, P.O. - Sarat Bose Road, P.S. - Tollygunge, Kolkata - 700029, (3) **SWAGATA MAJUMDAR (PAN BLQPM9044L & AADHAR CARD NO. 645674007523)**, wife of Late Mohan Majumdar, aged about 69 years, religion - Hindu, Nationality - Indian, by occupation - Housewife, residing at 21, Lake Terrace Road, P.O. - Sarat Bose Road, P.S. - Tollygunge, Kolkata - 700029 and (4) **SOURADEEP MAJUMDAR (PAN DKXPM2993C & AADHAR CARD NO. 753783928031)** son of Late Mohan Majumdar, aged about 30 years, by religion - Hindu, Nationality - Indian, by occupation - service, residing at 21, Lake Terrace Road, P.O. - Sarat Bose Road, P.S. - Tollygunge, Kolkata - 700029, hereinafter referred to as the "OWNERS" (which term or expression shall, unless excluded by or repugnant or contrary to the subject or context, be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**;

AND

PRIME REALCON PRIVATE LIMITED (PAN - AAFCP7797R), a company within the meaning of the Companies Act, 1956, as extended by the Companies Act, 2013, having its registered office at 448, Hemanta Mukhopadhyay Sarani Ground Floor, Kolkata - 700 029, hereinafter referred to as the "DEVELOPER", being represented by one of its Directors/Authorised Signatory, namely, **CHANDAN CHATTERJEE (PAN - ACRPC0270H & AADHAR CARD NO. 7247 4468 8525)**, son of Late Sachindra Kumar Chatterjee, residing at 2/2A, Mahendra Road, Police Station - Bhowanipore, Post Office - Bhowanipore, Kolkata 700 025, authorized and empowered to execute these presents for and on behalf of the Developer (which term or expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successors in office/interest and assigns) of the **SECOND PART**.

WHEREAS:

- A) The Owners are the absolute lawful owners of ALL THAT piece and parcel of land containing an area of 3 Cottahs 3 Chittacks 28 square feet be the same a little more or less situate at Premises No. 21, Jadunath Sarkar Road (formerly 21 Lake Terrace), Police Station: Tollygunge & Post Office: Sarat Bose Road, Kolkata - 700 029 (hereinafter referred to as "the said Property" morefully detailed and described in **First Schedule** hereunder).
- B) The right, title and interest of the Owners in the said Property is free from all encumbrances, mortgages, leases, charges, liens, trusts, attachments, claims,



demands and liabilities and the Owners have a marketable title to the said Property. The vesting of the ownership of the Said Property in favour of the Owners is more particularly detailed in **Second Schedule** hereunder.

- C) The Owners are desirous of causing the said Property to be developed comprising of various flats, units, apartments, shops, showrooms, constructed spaces and car parking spaces ("the said Project") and for the aforesaid purpose has agreed to provide the said Property for the purpose of undertaking the development thereof subject to the terms and conditions hereinafter appearing
- D) In this agreement, wherever the context so permits, the Owners and the Developer are collectively referred to as the 'parties' and individually as a 'party';
- E) The parties are desirous of recording the terms and conditions of the agreement for development for the said Property in writing;

NOW THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained the parties hereto agree as follows:

ARTICLE I - REPRESENTATIONS AND WARRANTIES BY THE OWNERS

- 1.1 At or before entering into this Agreement the Owners have represented and assured the Developer as follows:
- i) That excepting the Owners nobody else has any right, title, interest, claim or demand into or upon the said Property;
 - ii) That the Owners have a marketable title in respect of the said Property;
 - iii) That the said Property is free from all encumbrances charges, liens, lispendens, attachments trusts whatsoever or howsoever;
 - iv) That the said Property is not subject to any notice of attachment under the Income Tax Act, Public Demand Recovery Act, Tax recovery proceedings, certificate proceedings or under any other act or statute or rules or regulations for the time being in force;
 - v) That no part or portion of the said Property is subject to any road alignment or any notice of road alignment;
 - vi) That the said Property is not subject to any charge and/or mortgage;
 - vii) That there is no excess vacant land comprised in the said Property within the meaning of the Urban Land Ceiling & Regulation Act 1976;
 - viii) That the structures situated at the said Property have been in existence for more than last 60 years;



- ix) That the Owners have not entered into any other agreement for sale, transfer and/or development in respect of the said Property;
- x) That there is no legal bar or impediment in the Developer undertaking the development of the said Property;
- xi) The Developer shall be responsible for demolition of the structures situated at the Property and the salvage value accruing there from shall belong to the developer.

1.2 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof and after being prima facie satisfied as to the free, unencumbered and marketable right, title and interest of the Owners in or over the said Property the Developer has agreed to enter into this agreement and to part with the amount as hereinafter appearing.

ARTICLE - II - DEFINITIONS

- 2.1 In this Agreement unless the context otherwise permits the following expressions shall have the meanings assigned to them as under:
- i) **ARCHITECT** shall mean such person or persons, firm or firms, who may be appointed by the Developer for designing and planning of the said New Building at the said Property.
 - ii) **BUILDINGS / NEW BUILDING / SAID BUILDING** shall mean the multi-storeyed building or buildings, or any extension thereof comprising of several self contained residential and/or commercial space/showroom/apartments/units/constructed spaces/car parking spaces to be built and erected at the said Property in accordance with the Plan.
 - iii) **CAR PARKING SPACE** shall mean the space, whether covered or uncovered, for the purpose of parking cars in a multi-storeyed building.
 - iv) **CONSENTS** shall mean the planning permission and all other consents, licenses, permissions and approvals (whether statutory or otherwise) necessary or desirable for the carrying out, completion use and occupation of the Development and the New Building at the said Property;
 - v) **COMMON PARTS AND PORTIONS** shall mean the common parts and portions of the said building and/or Project to be used in common by all the owners and occupiers of the said Project and shall include but not limited to ultimate roof, Corridors, Hallways, Staircases, Lift,



Passage and Pathways, Driveways, Open Spaces, Overhead Water Tank, Water Pump and Motor, drainage pipe lines, sewerage lines, and other facilities which may be mutually agreed upon between the parties and required for establishment, maintenance and/or management of the said new building at the said Property;

- vi) **COMPLETION OF BUILDING/CONSTRUCTION/PROJECT** shall mean completion of the proposed new building at the said Property strictly in accordance with the Plan fitted with all specifications as provided in the Third Schedule and obtainment of completion certificate by the Developer from the Kolkata Municipal Corporation and/or any other authority or authorities concerned and completion of the units/apartments/Flats in a manner fit for normal human habitation and handover of such completion certificate to the Owners or taking over possession of the Owner's allocation, whichever is earlier.
- vii) **DEVELOPMENT AGREEMENT** shall mean this Agreement with all alterations and variations that may be effected by the mutual consents of the parties and reduced to writing.
- viii) **DEVELOPER** shall mean the said **PRIME REALCON PRIVATE LIMITED** and its successors-in-business/interest, executors, administrators and assigns.
- ix) **DEVELOPER'S ALLOCATION** shall mean 50% of the Total Constructed Area on the said Property, which has been identified by the Developer as ALL THAT flats, units, apartments, shops, showrooms, constructed spaces and car parking spaces together with the undivided proportionate share in all common parts and portions AND TOGETHER WITH the undivided proportionate share in the land comprised in the said premises attributable and/or allocable thereto shall vest in the Developer (more fully and particularly mentioned and described in **PART II** of the **FOURTH SCHEDULE**);
- x) **FLATS /UNITS /APARTMENTS** shall mean the various flats, units, apartments, constructed spaces to, comprise in the said Project to be used for residential cum commercial purposes and to be ultimately held and/or owned by various persons on ownership basis;
- xi) **INTENDING PURCHASERS** shall mean the persons intending to acquire the various flats, units, apartments, constructed spaces and car parking spaces on ownership basis in the Project at the said Property.
- xii) **PROJECT** shall mean the development of the said Property whereby the Developer shall construct, erect and complete a new building for



residential cum commercial purposes in accordance with the map or plan which may be sanctioned by the authorities concerned and in terms of this Agreement.

- xiii) **OWNERS** shall mean **BULBUL GHOSE, SUJIT MAJUMDAR, SWAGATA MAJUMDAR AND SOURADEEP MAJUMDAR** and the term shall include their heirs, successors, legal representatives, executors, administrators and assigns.
- xiv) **PLAN** shall mean the Plan to be sanctioned by the Kolkata Municipal Corporation and/or any other authority or authorities concerned and shall include all such modifications and/or alterations made thereto from time to time for constructing the new building at the said Property after demolishing the existing structure.
- xv) **OWNER'S ALLOCATION** shall mean 50% of the ultimate Total Constructed Area on the said Property, which has been identified by the Owners as **ALL THAT** the flats, units, apartments, constructed spaces and car parking spaces, together with the undivided proportionate share in all common parts and portions **AND TOGETHER WITH** the undivided proportionate share in the land comprised in the said premises attributable and/or allocable thereto (more fully and particularly mentioned and described in the **PART I** of the **FOURTH SCHEDULE** hereunder written
- xvi) **PROFESSIONAL TEAM** shall mean the Architects, Structural Engineers, Mechanical and/or Electrical Engineers, Surveyors and/or such other professional engaged and/or contracted by the Developer from time to time.
- xvii) **PROPERTY** shall mean **ALL THAT** piece and parcel of land containing an area of 3 Cottahs 3 Chittacks 28 square feet be the same a little more or less situate at Premises No. 21, Jadunath Sarkar Road (formerly 21 Lake Terrace), Police Station: Tollygunge & Post Office: Sarat Bose Road, Kolkata - 700 029 (more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and hereinafter referred to as the "**SAID PROPERTY**").
- xviii) **PRE-DEVELOPMENT COSTS** shall mean the aggregate of all costs, charges, and expenses including all fees payable to Architects, Engineers and other Agents, sanction fee, legal expenses and all amounts incurred by the Developer prior to the Start Date.
- xix) **START DATE** shall mean the date on which the Developer shall undertake construction of the new building and/or buildings on the Property i.e within 15 days from the date of receipt of Sanction Plan



and/or receipt of vacant possession subject to the Developer is ready to provide alternate accommodation, whichever event happens later.

- xx) **SPECIFICATIONS** shall mean the specification with which the said new building and/or buildings shall be constructed, erected and completed as may be recommended by the Architect for the time being (brief details will appear from the **THIRD SCHEDULE** hereunder written).
- xxi) **SERVICES** shall mean the supply to and installation on the property of electricity, water, gas, telecommunications, drainage and other services.
- xxii) **TOTAL DEVELOPMENT COSTS** shall mean the aggregate of all costs, fees and expenses wholly and exclusively expended or incurred by the Developer for development of the said Property in terms of this Agreement.
- xxiii) **TOTAL CONSTRUCTED AREA** shall mean the entire building and/or construction to be made at or over the land comprised in the said Property in accordance with Plan after demolishing the existing structure thereat.

ARTICLE III - INTERPRETATIONS

3.1 In this Agreement (save to the extent that the context otherwise so requires):

- (i) Any reference to any act of Parliament whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, , supplemented or novated.
- iii) An obligation of the parties in this Agreement to do something shall include an obligation to procure the same shall be done and obligation on its part not to do something shall include an obligation not to permit or allow the same to be done.
- iv) Words denoting one gender shall include other genders as well.
- v) Words denoting singular number shall include the plural and vice versa.



- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification* made in this Agreement from time to time in force.
- viii) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- ix) The Schedules shall have effect and be construed as an integral part of this agreement.

ARTICLE IV - COMMENCEMENT DATE AND DURATION

- 4.1 This Agreement has commenced and/or shall be deemed to have commenced on and with effect from the date of execution of this Agreement (hereinafter referred to as the "**COMMENCEMENT DATE**")
- 4.2 This Agreement shall, unless terminated in the manner as hereinafter appearing, remain in full force and effect until the respective obligations of the parties under this Agreement are discharged.

ARTICLE V - GRANT OF DEVELOPMENT RIGHT

- 5.1 Subject to what is herein contained the Developer has agreed to undertake development of the said Property and to incur all costs, charges and expenses in connection therewith and for the purpose of undertaking development of the said Property the Owners have agreed to grant the exclusive right of development in respect of the said Property unto and in favour of the Developer and in connection therewith the Developer shall have the following rights and obligations:
 - i) To apply for and obtain all consents, approvals and/or permissions as may be necessary and/or required for undertaking development of the said Property;
 - ii) To take such steps as are necessary to divert all pipes, cables or other conducting media in, under or above the said property or any adjoining or neighbouring and contiguous property which need to be diverted as a result of the Development;
 - iii) To install all electricity, gas, water, telecommunications, and surface and foul water drainage to the said property and shall ensure that the same connect directly to the mains;



- iv) To serve such notices and enter into such agreements with statutory undertakers or other companies as may be necessary to install the services;
- v) To give all necessary or usual notices under any statute affecting the demolition and clearance of the Property and the development, give notices to all water, gas, electricity and other statutory authorities as may be necessary in respect of development of the said property and pay all costs, fees and outgoings incidental to or consequential on any such notice;
- vi) To comply and/or procure compliance with, all conditions attached to the building permission and any other permissions which may be granted during the course of development;
- vii) To comply or procure compliance with, all statutes and any enforceable codes of practice of the Municipal Corporation or other authorities affecting the said property or the development thereat;
- viii) To take all necessary steps and/or obtain all permissions approvals and/or sanctions as may be necessary and/or required and shall do all acts deeds and things required by any statute and comply with the lawful requirements of all the authorities for the development of the said property.
- ix) To incur all costs, charges and expenses for the purpose of constructing, erecting and completing the said new building and/or buildings in accordance with the Plan;
- x) To make proper provision for security of the said property during the course of development;
- xi) Not to allow any person to encroach nor permit any encroachment by any person and/or persons into or upon the said property or any part or portion thereof;
- xii) Not to expose the Owners to any liability and shall regularly and punctually make payment of the fees and/or charges of the Architect, Engineer and other agents and statutory dues as may be necessary and/or required for the purpose of construction, erection and completion of the said new building and/or Project;
- xiii) To remain solely liable and/or responsible for all acts, deeds, matters and things for undertaking construction of the said new building and/or buildings in accordance with the Plan and to pay, perform and observe all the terms, conditions, covenants and obligations on the part of the Developer to be paid, performed and observed.



ARTICLE VI - TOTAL DEVELOPMENT COSTS

- 6.1 The Developer shall incur and bear all developments costs including all costs, fees and expenses wholly and exclusively expended or incurred by the Developer, including, without limitation, the items listed below:
- i) The costs of obtaining planning permissions in respect of the development (including fees of the architects, surveyors and/or consultants relating thereto) together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any cost in entering into and complying with any agreement or any legislature of similar nature;
 - ii) The costs of investigations, surveys, and tests in respect of soil, drains and structures;
 - iii) The costs to be incurred and/or payable to architects, surveyors, engineers, quantity surveyors or others engaged in respect of the development;
 - iv) The costs and expenses payable to for marketing and/or selling the Development including any advertising, research and other marketing costs
 - v) All rates, water rates, or any other outgoings or impositions lawfully assessed in respect of the said property or on the Owners of it in respect of the Development and all costs of maintaining and repairing the Development in so far as in all such cases the responsibility therefore is not assumed by or recoverable from any third party;
 - vi) All other sums properly expended or incurred by the Developer in relation to carrying out the completion of the Development;
 - vii) All costs and interests and other finance costs payable by the Developer for undertaking development.

ARTICLE VII - TITLE

- 7.1 The Owners have assured and represented to the Developer that the Owners are the absolute owners of the said Property and excepting the Owners nobody else has any right title interest into or upon the said Property.

ARTICLE VIII - DEPOSIT

The Developer has agreed to keep in deposit with the Owners as and by way of non refundable deposit an aggregate sum of Rs. 25,00,000/- (Rupees



Twenty-Five lakhs only) (hereinafter referred to as the "DEPOSIT AMOUNT").

8.2 The said Deposit Amount shall be in the following manner:

- a. A sum of Rs 12,00,000/- (Rupees Twelve lakhs) only has been paid by the Developer to the Owners by bank transfer on or before execution of these presents (which amount the Owners doth admit and acknowledge to have been received). Applicable tax deduction at source (TDS) will be effected by the Developer while making payments to the Owners.
- b. The balance amount of a sum of Rs. 13,00,000/- (Rupees Thirteen lakhs only) has been paid by the Developer to the Owners by cheque , simultaneously with the execution and registration of this Development Agreement. Applicable tax deduction at source (TDS) will be effected by the Developer while making payments to the Owners.

ARTICLE IX -PLAN

- 9.1 Immediately after the execution of this agreement the Developer shall be entitled to prepare or cause to be prepared a map or plan for being submitted to the authorities concerned within 6 months from the date of this Agreement, for sanction for construction of a new building on the said Property and a copy of the Plan shall be supplied to the Owners free of cost by the Developer immediately after obtaining such sanctioned plan from the authority or authorities concerned.
- 9.2 All amounts which may become payable to the Architect, Engineers and other agents shall be paid, borne and discharged by the Developer.
- 9.3 The said plan will envisage construction of a new building for residential and/or commercial purposes to comprise of various flats, units, apartments, constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other.
- 9.4 The Developer shall be entitled to apply for and obtain all necessary approvals, consents and/or sanctions as may be necessary and/or required for the purpose of undertaking construction of the said new building at the said Property and the Owners hereby agrees and undertakes to sign and execute such plan and/or such other applications and/or papers as may be necessary and/or required for the purpose of obtaining sanction of the said Plan and in addition the Owners shall execute a General Power of Attorney in favour of the Developer or its nominee and/or nominees for facilitating such work.



- 9.5 The Developer shall be entitled to have the said Plan revised and/or modified by the authorities concerned as and when required by the Architect or the authorities concerned and shall also be entitled to alter and/or modify the said plan by the authorities concerned as the Developer in its absolute discretion may deem fit and proper subject to intimation to the Owners. The Developer may share a sketch of such proposed revision with the Owners and in any case the Developer shall provide a copy thereof to the Owners within 7 (seven) days from obtaining such revised or modified plan.
- 9.6 Immediately after sanction of the said Plan and other permissions for undertaking construction is obtained and on receiving vacant possession of the said Property after demolition of the structures and the Developers shall -
- i) immediately commence and/or proceed diligently to execute and complete the development;
 - ii) proceed diligently and execute and complete the development in a good and workmanlike manner with good quality materials details whereof will appear from the Third Schedule annexed hereto and/or as may be recommended by the Architect free from any latent or inherent defect.
 - iii) execute and complete the development in accordance with the plan and shall obtain all permissions which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement.

ARTICLE X - CONSTRUCTION AND COMPLETION

- 10.1 Unless prevented by Force Majeure (as defined in Article XVII), the said new building and/or buildings and/or Project shall be constructed erected and completed by the Developer within a period of 30 months from the Start Date (hereinafter referred to as the **COMPLETION DATE**).
- 10.2 In addition to the above, the Developer shall not be treated in breach of the performance of obligations if the Developer is prevented from proceeding with the work of construction by the circumstances beyond its control and/or by any circumstances amounting to Force Majeure as hereinafter stated.
- 10.3 The Developer shall provide two alternate accommodations at the same locality as that of the said Property, one to Owner No.2 and another to Owner No. 3 & 4 from the date of receipt of sanction plan till expiry of 30 days from the date of notice issued by the Developer after receipt of completion certificate from KMC. If the Owners fail to handover the said accommodation after the expiry of the above-mentioned period, then the Owners shall be liable to bear the cost of the said alternate accommodation.



- 10.4 The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for and obtain temporary and permanent connection of water, electricity, power, drainage, and/or gas to the New Building and other inputs and facilities required for the construction or for better use and enjoyment of the new building and sale and transfer of the Developer's Allocation to the intending purchasers of various Units/Flats in the Project for which purpose the Owners shall execute in favor of the Developer or its nominee or nominees a General Power of Attorney and other authorities as shall be needed and/or required by the Developer provided that the Owners shall be completely absolved from any liability and/or responsibility in this regard.
- 10.5 All costs, charges and expenses including taxes and Architect's fees accruing due after the execution of this Agreement shall be paid, borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 10.6 The Developer shall, at its own cost without imposing any liability and/or responsibility on the owners, take all necessary steps for obtaining from the Planning Authorities sanction of the Building Plan after receiving all pre-sanction and/or land related approvals and clearances, subject to Force Majeure as defined hereinafter. In this regard it is clarified that the Developer shall be responsible for obtaining all local authority and other approvals needed for the Project and shall bear and incur all costs, charges, expenses, outgoings and fees for sanctions and clearances of the Building Plan.
- 10.7 The Developer shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the Project including professional fees and supervision charges and the Owners shall have no liability or responsibility therefor.
- 10.8 The Developer shall be authorized by the Owners and in the name of the Owners 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 Owners and required for the construction of the Said Project without imposing any liability or responsibility on the Owners in this regard.
- 10.9 After the said Project is completed the Developer in consultation with the Owners, shall decide the rules and regulations of user and also regarding payment of maintenance charges and holding of the common parts and portions and for the aforesaid purpose shall form a Flat-Owner's Association or any other appropriate body as the Developer may deem fit.
- 10.10 It is understood that the Developer shall construct, erect and complete the new building or buildings at the said Property strictly in adherence to the Plan and any deviation therefrom shall solely be the responsibility of the



Developer and the Owners is fully absolved from any such liability or responsibility. The Developer shall also indemnify the owners for any loss or damages suffered by them as a consequence of any such deviation stated above. The Developer shall not be entitled to assign its right of construction/development of the said Property to any third party.

ARTICLE XI = TAX

- 11.1 The Income Tax and any other taxes including G.S.T (as per applicable laws to a maximum of 5%) which may be imposed by any authority, payable in respect of the said Property and/or flats, units respectively forming part of the Owner's Allocation shall be paid respectively by the Owner. It is hereby expressly made clear that the Developer would not be responsible for payment of the said taxes in respect of the Owner's Allocation. It is hereby agreed between the parties hereto that the Owner shall pay the G.S.T on their allocation to the Developer within 15 days from the date of demand in this behalf being made by the Developer and the Developer shall deposit the same within 7 days therefrom with the authorities concerned and tender the Challan to the Owner. It being agreed that if any interest and/or penalty is levied by the Tax Authorities for delay/non payment of the Tax in respect of the Owner's Allocation provided that such delay is caused on account of the Owner then in such an event the same shall be borne by the Owner. The Owner shall keep the Developer indemnified for any loss, costs and consequences for non payment or delay in payment of such tax amount if the same is due to the reasons contributed by the Owner. Similarly if any interest and/or penalty is levied for delay/non-payment of the G.S.T in respect of the Owner's Allocation for the reasons contributed by the Developer then in that event the same shall be borne by the Developer. Further the Developer shall keep the Owner indemnified for any loss, costs and consequences for non-payment or delay in payment of such tax amount, whether relating to the Owner's allocation or the Developer's allocation provided that the loss, cost or consequences are resultants of Developer's omission or commission.

ARTICLE XII- SPACE ALLOCATION

- 12.1 In as much as the Developer is entitled to the said Property and in as much as the Developer has agreed to incur all costs, charges, and expenses on account of the cost of construction and/or development of the said Property in the manner provided herein, it has been agreed by and between the parties hereto that the entirety of the constructed area forming part of the said new building will be divided into two parts whereby 50% of the Total Constructed Area on the said Property, which has been identified by the Developer as ALL THAT flats, units, apartments, constructed spaces and car parking spaces together with the undivided proportionate share in all common parts and portions AND TOGETHER WITH the undivided proportionate share in the land comprised in the said premises attributable and/or allocable thereto shall



absolutely belong to the Owner (more fully and particularly mentioned and described in the **PART I** of the **FOURTH SCHEDULE**).

- 12.2. The Developer shall be entitled to retain for itself the remaining 50% of the Total Constructed Area on the said Property, which has been identified by the Developer as ALL THAT flats, units, apartments, shops, showrooms, constructed spaces and car parking spaces together with the undivided proportionate share in all common parts and portions AND TOGETHER WITH the undivided proportionate share in the land comprised in the said premises attributable and/or allocable thereto shall vest in the Developer (more fully and particularly mentioned and described in the **PART II** of the **FOURTH SCHEDULE**).
- 12.3 On the basis of the proposed plan it has been agreed that the first floor shall belong to the Developer, 2nd floor to the Owner and the third floor shall be divided between the Owner and the Developer, the allocations are shown in the proposed plan attached hereto and marked in Red for Developer Allocation and in Blue for Owner's allocation. Any construction on the fourth floor shall be sold by the parties and the sale proceeds shall be shared equally. Further if any party is allocated more than its entitlement then the said party shall pay to the other party the consideration of the additional allocation at the prevailing market rate existing on the date of allocation. However may it be clarified that units having joint allocations cannot be divided or partitioned by any of the parties. Further it has been agreed that any commercial space in the first floor to be allocated to the Developer shall not be used for any restaurant/ spa/ bar.
- 12.4 Each of the parties shall be entitled to enter into agreement for sale of their respective allocations independently of each other, it being expressly made clear that in the event of the Owner entering into agreements for sale and transfer of the flats, units, apartments, shops, showrooms, and car parking spaces forming part of their allocation the Developer shall be a necessary confirming party and vice-versa.
- 12.5 It is hereby made expressly clear that the Owner shall, as and when called for by the Developer, without any act, deed or thing, join as a party in any agreement of sale and/or deed of conveyance in respect of the various flats, units and car parking spaces forming part of the Developer's Allocation and vice versa for the purpose of perfecting the title of the intending purchasers.
- 12.6 Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance he/it shall willingly execute such document as a confirming party as and when called for to act as such.



- 12.7 The Developer shall be liable to make payment of all statutory dues and levies while undertaking construction of the new building and/or buildings in terms of this agreement PROVIDED HOWEVER the Owner and the Developer shall be liable to make payment of any amount which may have to be paid upon sale and transfer of the flats units apartments and car parking spaces forming part of their respective allocations.
- 12.8 Upon completion of the said new building and within thirty days from the date of notice to that effect being given by the Developer, the Owner shall deemed to have taken over possession of the Owner Allocation and shall be liable to pay for his allocation:
- i) proportionate share of municipal rates taxes and other outgoings;
 - ii) proportionate share of the maintenance charges;

and this provision shall apply vice versa.

Upon issue of such notice, the Developer shall be at liberty to execute Deeds of Conveyance in favour of Intending Purchasers.

ARTICLE XIII- CONTRIBUTION OF CHARGES - DEPOSITS AND ADVANCES

- 13.1 **CHARGES** - All agreements which are to be entered into for sale and transfer of the various flats, units, apartments, constructed spaces and car parking spaces in the said Project whether forming part of the Owner's allocation or the Developer's Allocation shall provide for making payment of the following amounts and in the event of the Owner entering into any agreement for sale may receive the undermentioned amount and make payment thereof to the Developer and the Developer in its turn shall receive such amounts from their intending purchasers in respect of the Developer's Allocation :
- i) proportionate share of CESC Transformer charges/HT Services;
 - ii) proportionate share of Generator connection to the flat;
 - iii) maintenance charges estimated for one year.

The Owners shall be liable to pay charges as mentioned in Article 13.1 for the Flat/Unit in respect of the remaining Flats out of the Owner's Allocation, the Owner or the transferees under him shall be liable to pay all the above mentioned charges and such payments are to be made on pro-rata basis.

- 13.2 In addition to the above each of the Intending Purchasers in terms of the agreements to be entered into with them shall also be liable to keep in deposit and/or make payment by way of advances the proportionate share of



municipal rates, taxes and other municipal outgoings estimated for one year or until such time mutation is effected in the name of the Intending Purchaser.

- 13.3 The aforesaid charges are indicative and the parties hereto from time to time may mutually agreed and/or decide to impose such further charges which are to be recovered and/or paid by the intending purchasers from time to time.
- 13.4 SINKING FUND - In addition to the above and in order to maintain decency of the said new building to be constructed at the said Property and also for the purpose of making provision for any amount which may have to be incurred by way of capital expenditure each of the intending purchasers shall be liable to pay and/or to keep in deposit such amount which may be required to be paid as and by way of Sinking Fund and the amount to be paid on account of such Sinking Fund shall be mutually decided by the Developer and the Owner. Further, the Owner and the Developer shall also be liable to pay such amount for such Units to be retained by them.
- 13.5 As and when the Owner enters into any agreement for sale and transfer of the flats, units, apartments, shops, showrooms, constructed spaces and car parking spaces forming part of the Owner's Allocation he should obtain and/or insist upon payment of the aforesaid amount as stated hereinabove to be paid by each of the intending purchasers and should make over the same to the Developer who in its turn after adjusting and appropriating the amount due and payable shall make over the balance to the Flat-Owner's Association or any other appropriate body upon its formation.

ARTICLE XIV - COMMON FACILITIES

- 14.1 As soon as the new building will be completed including all fittings and permanent supply of electricity and water and completion certificate being obtained by the Developer from the concerned authority, the Developer shall, not later than 30 days of such completion, give written notice to the Owner requiring the Owner to take physical possession of the Owner's Allocation in the said new building and after the Owner takes actual physical possession of their allocation in the said new building, the Owner shall be exclusively responsible for all affairs relating to the Owner's Allocation including payment of all taxes, rates, duties, dues and other public outgoings, impositions whatsoever in respect of the Owner's Allocation and the Developer and/or its nominee or nominees shall pay taxes, rates, dues and other public outgoings or impositions whatsoever and shall be responsible for all matters relating to income-tax, wealth tax or other taxes due and/or payable in relation to Developer's Allocation only in proportion to the area allocated to the Developer as Developer's Allocation, payable respectively in respect of the Owner's and the Developer's Allocation. The said rates to be



apportioned pro-rata with reference to the transferable space in the said new building, if they are levied on the building or as a whole.

- 14.2 The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities and both the parties shall keep each other indemnified against all actions, claims, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly suffered or paid by either of them, as the case may be, consequential upon default by the Owner or the Developer in this behalf.

ARTICLE XV- COMMON RESTRICTIONS

- 15.1 Save as otherwise provided, the Owner's and the Developer's Allocation in the said new building shall be subject to the same restrictions on transfer and use in the new building or buildings intended for the common benefits of all occupiers of the new building which shall include the following:

- (i) Neither party shall use or permit to use the said new building or any portion thereof for carrying on any obnoxious, illegal and/or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazards to the other occupiers of the new building.
- (ii) The Owner or the Developer, as the case may be, shall not demolish or permit demolition of any wall or other structure in their respective allocations or any other portion thereof or make any structural alteration therein without prior written consent of the Owner or the Developer, as the case may be, in this behalf.
- (iii) The Developer shall transfer or permit to transfer or cause execution of any instrument of transfer of its allocation or any part of it any time after obtaining the Completion Certificate.

Explanation : For the purpose of this Sub-Clause, 'Transfer' shall include transfer of possession.

- (iv) The proposed transferees of the Owner and the Developer, as the case may be, shall give a written understanding to be bound by the terms and conditions of this Agreement and/or any amendment made thereto.
- (v) Both the Owner and the Developer shall abide by all laws, bye-laws, rules and regulations of the Government, local authorities, etc., as the case may be, and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.



- (vi) The respective allottees of the Owner and the Developer shall keep the interior and outer walls, sewerage drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling, etc. in each of their respective allocation in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other of them and/or the other occupiers of the building indemnified from and against the consequences of any breach.
- (vii) The parties herein shall not do or cause or permit to be done any act or thing which may render void and voidable any insurance of the new building or any portion thereof and shall keep the Owner and the Developer and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- (viii) No goods or other items shall be kept by the Owner or the Developer or any one occupying any unit or portion in the new building for display or otherwise in the corridors or other place of common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridors and other places of common use in the said new building and in case any such hindrance is caused the Owner or the Developer or both of them, as the case may be, shall be entitled to remove the same at the risk and cost of the Owner or the Developer or other occupiers, as the case may be.
- (ix) Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compounds, corridors or any other portion or portions of the new building.
- (x) The occupiers of the new building shall permit the Owner and/or the Developer, as the case may be, and/or their servants and agents with or without workmen and others at all reasonable times with the authority letter from the Developer, to enter into the portions of the occupiers and every part thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing, maintenance, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down, maintaining, repairing and testing drains, gas and water pipes and electric wires and for any similar purposes.

ARTICLE XVI - MAINTENANCE OF THE COMMON PARTS AND PORTIONS FORMING PART OF THE SAID PROJECT

- 16.1 The Developer shall in accordance with law be entitled to frame necessary rules and regulations for the purpose of regulating the user of the various



units of the said project and each of the persons intending to and/or acquiring a unit/space in the said project shall be liable and agrees to observe such rules and regulations as shall be framed from time to time and shall also be liable to contribute the proportionate share on account of the maintenance charges to the Developer till such time the Association is formed. The Developer shall be responsible to maintain the building till handing over of the same to the Flat Owner's Association.

ARTICLE XVII - DOCUMENTATION

- 17.1 The parties appreciate that there should be uniformity in the agreements for sale, deeds of conveyance and other documents to be executed by the parties in favour of the intending purchasers in respect of the various flats units apartments and constructed spaces forming part of the development.

ARTICLE XVIII - FORCE MAJEURE-EXCLUSABLE DELAYS

- 18.1 The parties hereto shall not be considered to be liable or under any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.
- 18.2 Force Majeure shall mean any act of God including but not limited to flood, earthquake, riot, war, storm, tempest, civil commotion, strike or any political or communal unrest or pandemic or epidemic. Neither of the parties shall be regarded to have committed any breach of the terms herein if he/it is prevented from discharging any of its obligations due to any condition amounting to Force Majeure or circumstances beyond his/its control.

ARTICLE XIX - OWNER'S OBLIGATIONS

- 19.1 The Owner has agreed:
- i) To co-operate with the Developer in all respect for development of the said Property in terms of this agreement;
 - ii) To execute all deeds, documents and instruments as may be necessary and/or required from time to time for the purpose of discharging the relative obligations of the parties under this agreement;
 - iii) To sign and execute all deeds, documents and instruments as may be necessary and/or required for the purpose of obtaining all permissions, approvals and/or sanctions to enable the Developer to undertake construction of the New Building and/or Buildings in accordance with the Plan;



iv) To execute a registered power of attorney in favor of the Developer or its nominee and/or nominees to enable the Developer to obtain sanction of the Plan and to do such other acts deeds and things which are necessary and/or required towards construction work including the power to sale and transfer the Developer's Allocation to intending purchasers for implementation and/or giving effect to this Agreement.

19.2 The Power of Attorney as will be executed by the Owner in favour of the nominee or nominees of the Developer in terms of this Agreement shall be co-terminus with the Agreement

ARTICLE XX - PROJECT FINANCE

20.1 The Developer shall be entitled to avail of project finance from any bank and/or financial institution and/or any other person and/or persons on such terms and conditions as the Developer in its absolute discretion may deem fit and proper without encumbering the Owner's Allocation and IT BEING EXPRESSLY AGREED AND UNDERSTOOD that the Developer alone shall be liable for repayment of the loan amount and the interest accrued due thereon and in no event the Owner shall be liable to contribute any amount towards repayment of such loan and the Developer has agreed to indemnify and keep the Owner saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings including litigation costs.

ARTICLE XXI - BREACHES

21.1 Save what is hereinafter stated none of the parties shall be entitled to cancel and/or rescind this agreement and in the event of any default by any of the parties (hereinafter referred to as the "DEFAULTING PARTY") the other party shall be entitled to sue the defaulting party for specific performance of this agreement and for other consequential reliefs.

ARTICLE XXII - MUTUAL COVENANTS

22.1 It is hereby expressly made clear by and between the parties hereto that the whole object of the parties of entering into this agreement is to undertake development of the said Property by construction of new building and/or buildings thereon and/or to sell and transfer the development in favour of various intending purchasers and as such the parties have agreed to render all possible co-operation and assistance to each other

22.2 The Owner hereby agrees and undertakes not to do any act, deed or thing which may be in contravention and/or violation of any of the terms and conditions herein contained and to do all acts deeds and things as and when



necessary and/or required for smooth implementation of this agreement and the same provision applies to the Developer also.

- 22.3 The Owner agrees and undertakes not to do any act deed or thing which may cause hindrance or obstruction in the Developer undertaking the work of construction of the said new building and/or buildings in terms of this agreement. The Owner further agrees and undertakes not to create any kind of charge and/or mortgage nor to lease out and/or let out and/or part with possession of the said Property or any part thereof without the consent of the Developer in writing during subsistence of this Agreement provided that this provision shall not be applicable to the Owner's Allocation in the new building.
- 22.4 The ratio of allocation between the Owner and the Developer shall always be 50:50 of the Project at the said Property i.e. if any further construction on the roof is allowed by the municipal authority the Owners and the Developer shall be entitled to share the constructed area in equal proportion.
- 22.5 As and by way of NEGATIVE COVENANTS the Owner has further assured and represented to the Developer as follows:
- i) Not to enter into any agreement for sale transfer lease and/or development nor create any interest of any third party into or upon the Owner's Share into or upon the said Project during subsistence of this Agreement.
 - ii) Not to do any act deed or thing which may be contrary to or in violation of any of the terms and conditions herein contained.
 - iii) To do all acts deeds and things as may be necessary and/or required from time to time for smooth implementation of these presents.

ARTICLE XXIII - MISCELLANEOUS

23.1 RELATIONSHIP OF THE PARTIES -

- (i) This Agreement does not create nor shall it in any circumstances be taken as having created a partnership between the parties hereto.
- (ii) All contracts and agreements entered into by the Developer pursuant to this Agreement shall be contracts or agreements between the Developer as principal and the respective third parties and the Owner shall have no obligation or liability under them except to sign and execute such deeds documents and instruments for the purpose of conferring a legal title as and when called for by the Developer as stated hereinbefore and in the manner provided for in this Agreement.



- 23.2 **NON WAIVER** - any delay tolerated and/or indulgence shown by the Developer in enforcing the terms and conditions herein mentioned or any tolerance shown shall not be treated or constructed as a waiver of any breach nor shall the same in any way prejudicially affect the rights of the Developer and this provision shall also apply vice versa in case of the Owners.
- 23.3 **ENTIRE AGREEMENT** - this agreement supersedes all document and/or writing and/or correspondence exchanged between the parties hereto, if any made. Any addition, alteration or amendment to any of the terms mentioned herein shall not be capable of being enforced by any of the parties unless the same is recorded in writing and signed by both the parties.
- 23.4 **NOTICES:** Notices, demands or other communications required or permitted to be given or made hereunder shall be in writing and delivered personally or sent by registered or speed post with recorded delivery or by email or by fax addressed to the intended recipient at its address set out in this agreement or to such other address or telefax number as any party may from time to time duly notify to the others. Any such notice, demand of communication shall, unless the contrary is proved, be deemed to have been duly served (if given or made by fax) on the next following business day in the place of receipt (if given by registered post with acknowledgement due) two days after posting and in proving the same it shall be sufficient to show, in the case of a letter, that the envelope containing the same was duly addressed, correctly stamped and posted and in case of a fax such telefax was duly dispatched to a current telefax number of the addressee.
- 23.5 No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute or otherwise. The election of any one or more of such remedies by any one of the parties hereto shall not constitute a waiver by such party of the right to pursue any other available remedy.
- 23.6 Time shall be the essence as regards the provisions of this agreement, both as regards the time and period mentioned herein and as regards any times or periods which may, by agreement between the parties be substituted for them.
- 23.7 If any provision of this Agreement or part thereof is rendered void, illegal or unenforceable in any respect under any law, the validity,



legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- 23.8 Save as hereinbefore provided, termination of this agreement for any cause shall not release a party from any liability which at the time of termination has already accrued to another party or which thereafter may accrue in respect of any act or omission prior to such termination.
- 23.9 All municipal rates, taxes and other outgoings including Khazana (hereinafter referred to as the RATES & TAXES) payable in respect of the said Property after execution hereof and till completion of the said Project shall be paid, borne and discharged by the Developer.
- 23.10 The Agreement (together with schedules, if any) shall constitute the entire agreement between the parties and save as otherwise expressly provided, no modifications, amendments or waiver of any of the provisions of this agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by the parties hereto.
- 23.11 This agreement shall be binding on the parties hereto and their respective successors and assigns.
- 23.12 Nothing contained in this agreement shall be deemed to constitute a partnership between the parties hereto nor shall constitute any party the agent of the other for any purpose.
- 23.13 Each party shall co-operate with the other and execute and deliver to the others such other instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.
- 23.14 Both parties agree that the name of the new building to be constructed at the said Property shall be 'ADIRI TATVAA'.
- 23.15 The Developer have complied with all necessary formalities to enter into this agreement.
- 23.16 All costs and expenses for execution and registration of this Agreement including the stamp duty, registration fee and Advocate's fee shall be exclusively paid and borne by the Developer and the Owner shall not be liable for the same.



ARTICLE XXVI - ARBITRATION

- 24.1 The parties as far as possible shall try and resolve all disputes and differences which may arise amicably but in the event of such differences and/or disputes are not capable of being amicably resolved then and in that event the parties have agreed to refer the same to the arbitration of a sole arbitrator and the same shall be deemed to be a reference within the meaning of the Arbitration and conciliation Act 1996 or any other statutory modification or enactment for the time being thereto in force.
- 24.2 The Arbitrator will have summary powers and will be entitled to set up their own procedure and the Arbitrator shall have power to give interim awards and/or directions.
- 24.3 The venue of Arbitration shall be Kolkata only.

FIRST SCHEDULE ABOVE REFERRED TO
(SAID PROPERTY)

ALL THAT piece and parcel of land containing an area of 3 Cottahs 3 Chittacks 28 square feet be the same a little more or less situate at Premises No. 21, Jadunath Sarkar Road (formerly 21 Lake Terrace), Police Station: Tollygunge & Post Office: Sarat Bose Road, Kolkata - 700 029, and butted and bounded:

- ON THE NORTH : By KMC Road, namely Jadunath Sarkar Road, Kolkata
- ON THE SOUTH : By Premises No. 33, Lake Road, Kolkata
- ON THE EAST : By Premises No. 19, Lake Terrace, Kolkata
- ON THE WEST : By Premises No. 23, Lake Terrace, Kolkata

SECOND SCHEDULE ABOVE REFERRED TO
"TITLE"

- A) By a deed of conveyance dated 18th December 1935 registered in the Office of District Sub Registrar, Alipore vide Book No. 1, Volume No. 16, Pages 91 to 93, Being No. 193 for the year 1936, The Trustees for the Improvement of Calcutta sold transferred and conveyed ALL THAT piece and parcel of land containing an area of 3 Cottahs 3 Chittacks 28 square feet be the same a little more or less situate at Premises No. 21, Jadunath Sarkar Road (formerly 21 Lake Terrace), Police Station: Tollygunge & Post Office: Sarat Bose Road, Kolkata - 700 029 (said Property) in favour of Sailendra Nath Majumdar (since deceased) for the consideration as recorded therein.
- B) The said Sailendra Nath Majumdar died on 31.05.2000 leaving behind his wife Amiya Rani Majumdar (since deceased), two sons Mohan Majumdar (since deceased) and Sujit Majumdar and his daughter Bulbul Ghose, as his only legal heirs.



- C. The said Amiya Rani Majumdar died on 18th January 2018 leaving behind her two sons Mohan Majumdar (since deceased) and Sujit Majumdar and her daughter Bulbul Ghose.
- D. The said Mohan Majumdar died on 4th February 2019 leaving behind his wife Swagata Majumdar and son Souradeep Majumdar, as his only legal heirs.
- E. In the events as recited hereinabove, the Owners have become entitled to the following share in the said Property:
 Bulbul Ghose- 1/3rd Share
 Sujit Majumdar- 1/3rd Share
 Swagata Majumdar- 1/6th Share
 Souradeep Majumdar- 1/6th Share
- F. The said Property has been assessed in Kolkata Municipal Corporation vide Assessee No. 110870900077

THIRD SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

(Specifications of the Apartment)

1. **Structure:**
R.C.C. framed structure.
2. **Flooring:**
 - a. **Common area:**

Lift facia/Corridors/Stairs	:	Marble /Granite flooring
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 - b. **Apartment:**

○ Living & Dining	:	Good Quality Indian Marble
○ Master Bedroom	:	Good Quality Indian Marble
○ Other Bedrooms	:	Good Quality Indian Marble
○ Balcony & Utility	:	Good Quality Indian Marble
○ Kitchen	:	Vitrified Tiles
 - c. **Toilets:**
 - Antiskid Ceramic tiles flooring.
 - Glazed / Ceramic tile dado up to 8 feet Height.
3. **Toilets:**
 - Hot and cold Single lever basin mixer for all the toilets.
 - Single lever with CP shower units in bath area for all the toilets.
 - Health Faucet For all the Toilets.
 - Granite counter top washbasin in all Bathroom.
All of reputed make.
4. **Doors:**
 - Main door-both side teak veneer shutter with polish.
 - All other doors made of flush shutters.
5. **Windows:**
 - Aluminium sliding windows.
 - Ventilators for toilets.



6. **Painting :**
- Exterior finish with Textured Finish.
 - Internal walls and Ceilings with putty
7. **Electrical:**
- One TV point in the living room & all bedrooms.
 - Fire resistant electrical wires of Reputed brand.
 - Electrical Modular switches of Reputed make.
 - Telephone points in all bedrooms and living area.
 - Air condition point in all bedroom & living room.
8. **Telephone/ Intercom Facility:**
- Intercom facility from each apartment to the security room
9. **Lift:**
- Automatic passenger lifts of reputed make.
10. **Back- up Generator:**
- Full power back up for each apartment (At extra cost).
11. **Security Systems:**
- A CCTV camera will be installed in the Lobby/ Security Room /Periphery Vital Points.
12. **VRV System:**
- VRV System (At extra cost).
 -

FOURTH SCHEDULE ABOVE REFERRED TO
PART I
OWNER'S ALLOCATION

Srl No.	Floor	Name of the Owner
1.	2 nd (Eastern Side)	Mrs. Swagata Majumdar and Mr. Souradeep Majumder
2.	2 nd (Western Side)	Mrs. Bulbul Ghose
3.	3 rd (Eastern Side)	Mr. Sujit Majumdar

50% share in the 4th floor shall belong to the Owner

PART II
DEVELOPER'S ALLOCATION

The entire first floor and 3rd floor western side will belong to Developer.

50% share in the 4th floor shall belong to the Developer



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

SIGNED AND DELIVERED BY
THE OWNERS at Kolkata in the
presence of:

1. Ranjan Kumar Ghose
38/A, Block 'B'
New Alipore
Kolkata - 700053

2. Sumant Chakraborty

1. Pulleul Ghose

2. Sanjay Das

3. Swagata Majumdar

4. Souzadeep Majumdar

SIGNED AND DELIVERED BY
THE DEVELOPER at Kolkata in the
presence of

1. Ranjan Kumar Ghose

2. Sumant Chakraborty
2C Mahendra Road,
Kolkata: 700025

PRIME REALCON PVT. LTD.

Shantanu Chakraborty
DIRECTOR

Drafted by me:

Priyanka Dey

Priyanka Dey

Advocate

Alipore Judges Court

Enrollment No. F/1824/1189/2021



RECEIPT AND MEMO OF DEPOSIT:

Received of and from the within named Developer the within mentioned sum of Rs. 13,00,000/= (Rupees Thirteen Lacs) only as deposit in terms of the foregoing agreement as per memo written hereinbelow:

MEMO OF CONSIDERATION

Sl. No.	Particulars	Owner	Amount (in Rs)
1.	Received by Cheque No. 000588 dated 26.09.2022 drawn on Bank of Baroda, Lansdown Mkt Branch	Swagata Majumdar	Rs. 2,16,667/-
2.	Received by Cheque No. 000587 dated 26.09.2022 drawn on Bank of Baroda, Lansdown Mkt Branch	Souradeep Majumdar	Rs. 2,16,667/-
3.	Received by Cheque No. 000586 dated 26.09.2022 drawn on Bank of Baroda, Lansdown Mkt Branch	Sujit Majumdar	Rs. 4,33,333/-
4.	Received by Cheque No. 000585 dated 26.09.2022 drawn on Bank of Baroda, Lansdown Mkt Branch	Bulbul Ghose	Rs. 4,33,333 /-
		TOTAL	Rs. 13,00,000/-

(RUPEES THIRTEEN LAKHS ONLY)

OWNERS

Witnesses:

1. Ranjan Kumar Ghose

2. Sumanta Chakraborty

1. Bulbul Ghose

2. Sujit Majumdar

3. Swagata Majumdar

4. Souradeep Majumdar



SPECIMEN FORM FOR TEN FINGERPRINTS



Bulend Ghose

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Dipjyoti

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Sravagata Majumdar

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Soumdeep Majumdar

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



SPECIMEN FORM FOR TEN FINGERPRINTS



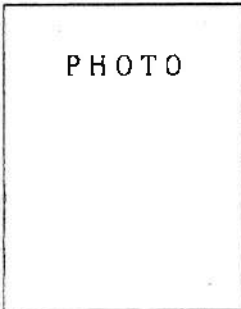
Shantanu Choudhary

	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

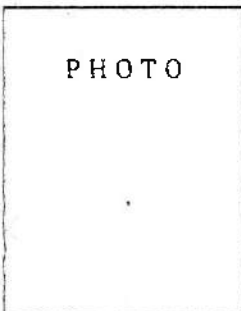


Pravakar Das

	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



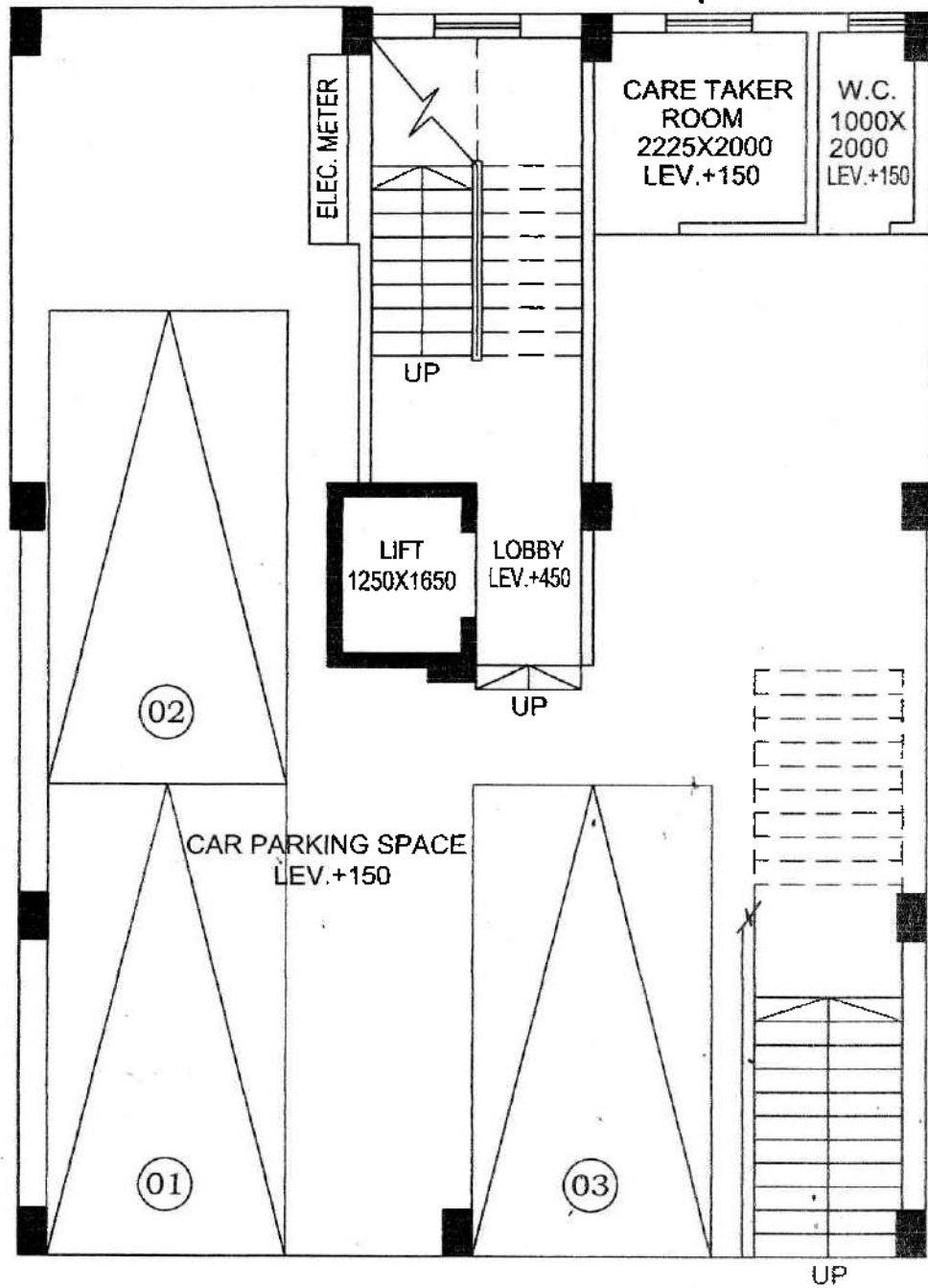
	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



SITE PLAN OF PREMISES NO. - 21, JADUNATH SARKAR ROAD,
 (PREVIOUSLY KNOWN AS PLOT NO.-14 OF K.I.T. SCHEME NO.- XXXIII &
 OLD MUNICIPAL PREMISES NO.- 23, LAKE ROAD), KOLKATA- 700029,
 WARD NO.-87, BOROUGH NO.-VIII, P.S.- TOLLYGUNGE.



GROUND FLOOR PLAN



1. Bultaul Ghose
2. Sanyal
3. Swagata Majumdar
4. Somsdeep Majumdar

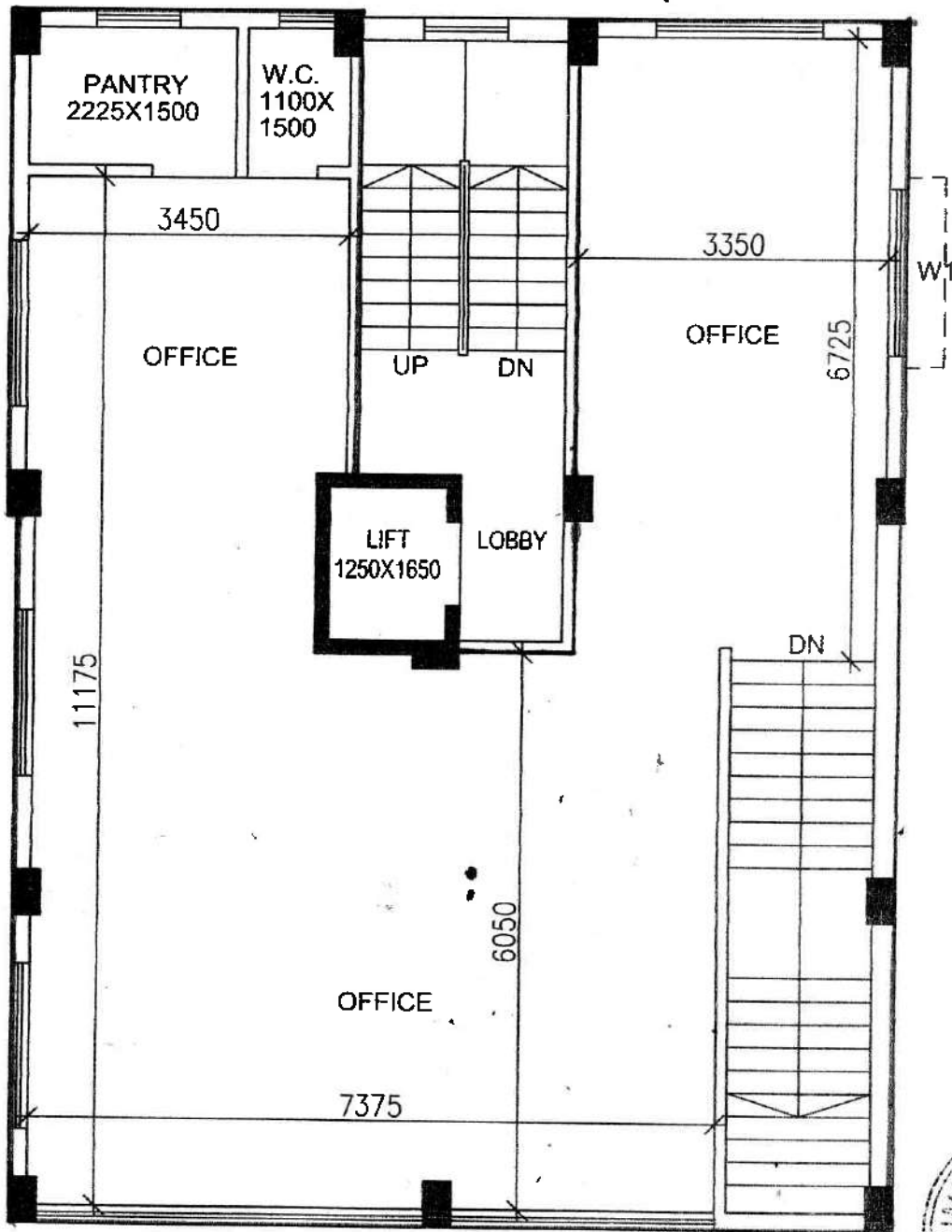
SIGNATURE OF OWNER

PRIME REALCON PVT. LTD.

Shantanu Chatterjee

SIGNATURE OF DEVELOPER

SITE PLAN OF PREMISES NO. - 21, JADUNATH SARKAR ROAD,
 (PREVIOUSLY KNOWN AS PLOT NO.-14 OF K.I.T. SCHEME NO.- XXXIII &
 OLD MUNICIPAL PREMISES NO.- 23, LAKE ROAD), KOLKATA- 700029,
 WARD NO.-87, BOROUGH NO.-VIII, P.S.- TOLLYGUNGE.



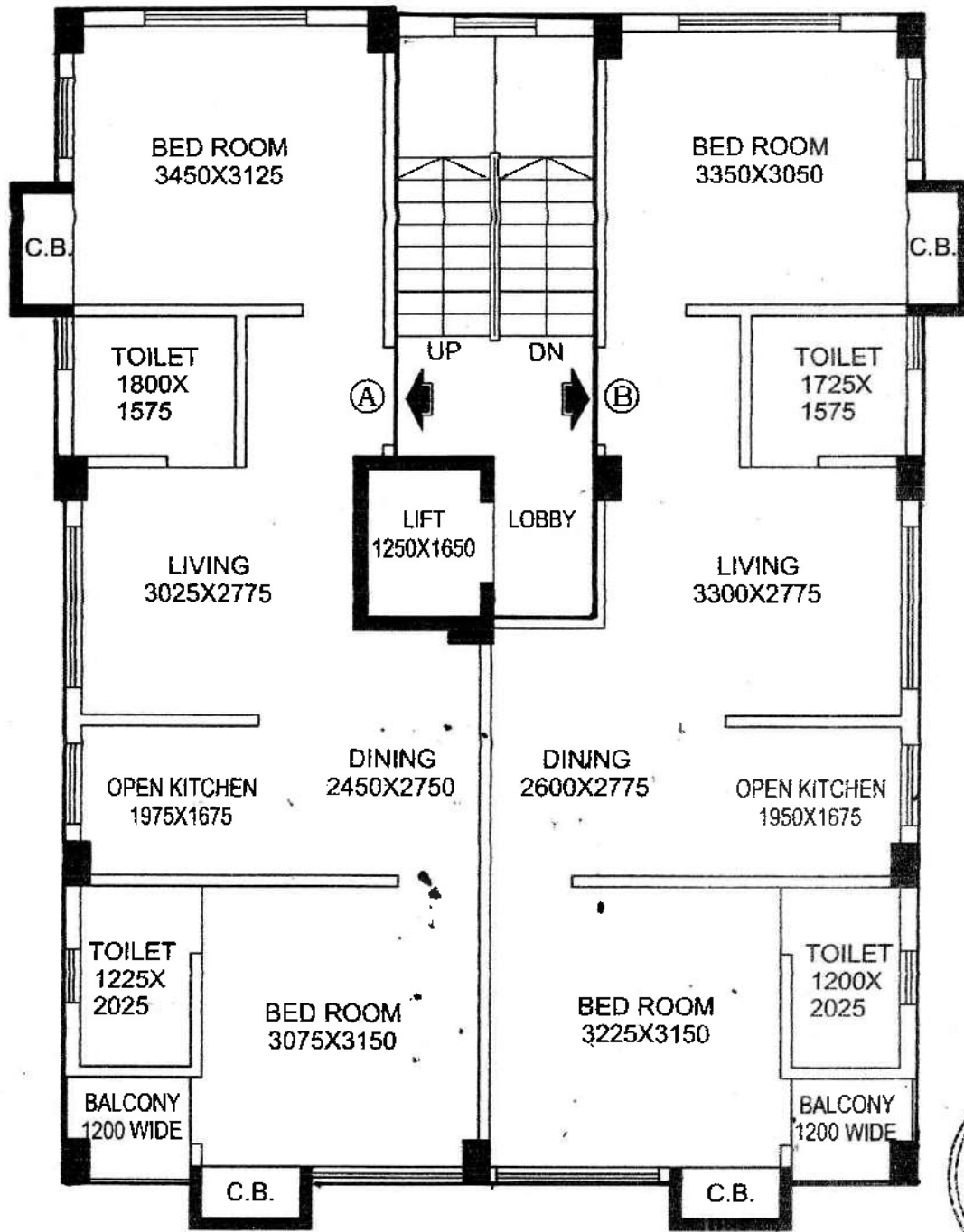
1ST FLOOR PLAN



1. Rubel Ghose
 2. Sujolar
 3. Swagata Majumdar.
 4. Somadeep Majda.
SIGNATURE OF OWNER

PRIME REALCON PVT. LTD.
Shantanu Chatterjee
 DIRECTOR
SIGNATURE OF DEVELOPER

SITE PLAN OF PREMISES NO. - 21, JADUNATH SARKAR ROAD,
 (PREVIOUSLY KNOWN AS PLOT NO.-14 OF K.I.T. SCHEME NO.- XXXIII &
 OLD MUNICIPAL PREMISES NO.- 23, LAKE ROAD), KOLKATA- 700029,
 WARD NO.-87, BOROUGH NO.-VIII, P.S.- TOLLYGUNGE.



2ND FLOOR PLAN



1. Rubel Ghose
 2. Sujaydar
 3. Swagata Majumdar.
 4. Somadeep Majumdar.

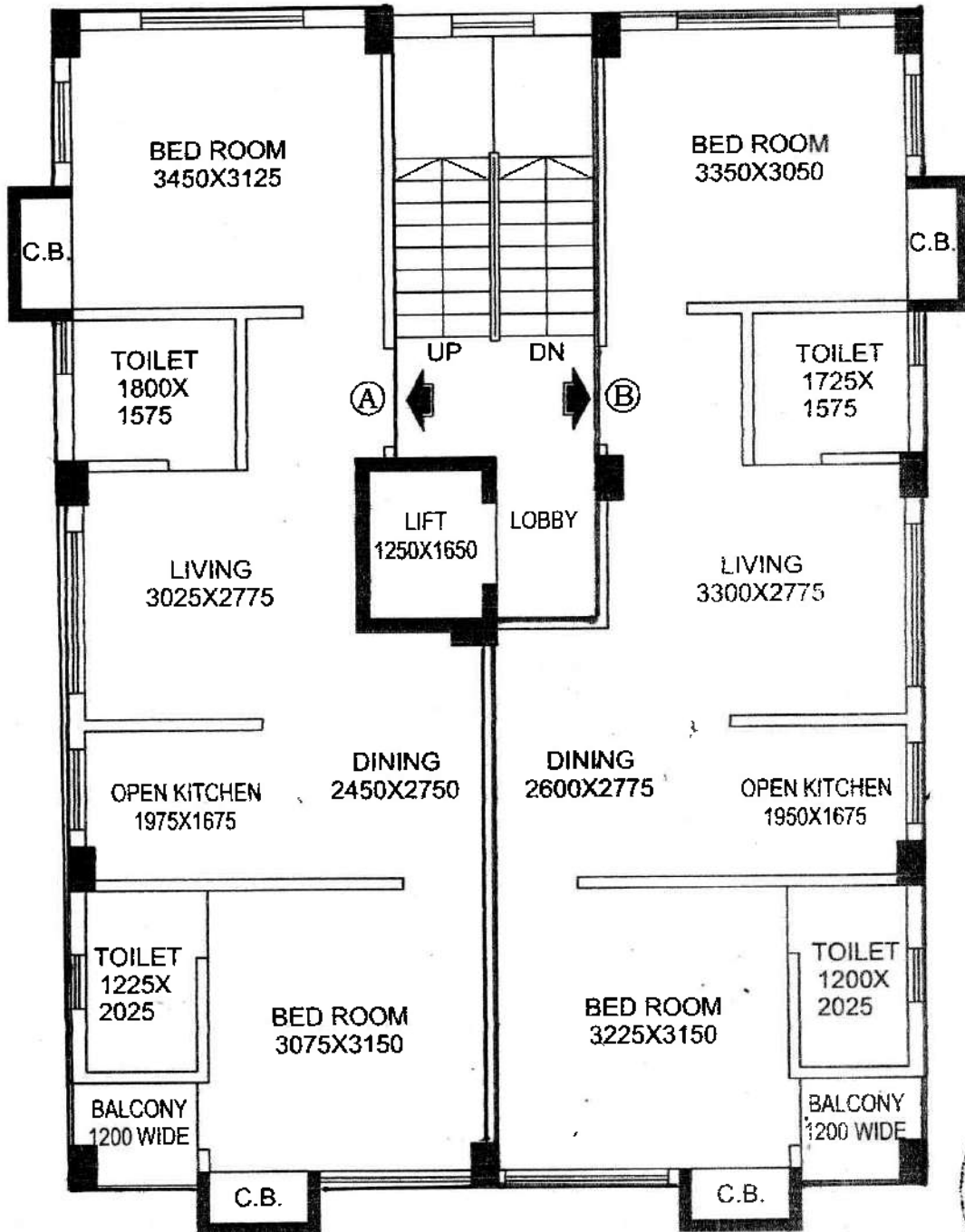
SIGNATURE OF OWNER

PRIME REALCON PVT. LTD.

Shantanu Chatterjee
 DIRECTOR

SIGNATURE OF DEVELOPER

SITE PLAN OF PREMISES NO. - 21, JADUNATH SARKAR ROAD,
 (PREVIOUSLY KNOWN AS PLOT NO.-14 OF K.I.T. SCHEME NO.- XXXIII &
 OLD MUNICIPAL PREMISES NO.- 23, LAKE ROAD), KOLKATA- 700029,
 WARD NO.-87, BOROUGH NO.-VIII, P.S.- TOLLYGUNGE.



3RD FLOOR PLAN



1. *Bulbul Ghose*
 2. *Smajdar*
 3. *Swagata Rajendran*
 4. *Somadeep Majumdar*
SIGNATURE OF OWNER

PRIME REALCON PVT. LTD.
Shantanu Chatterjee
 DIRECTOR
SIGNATURE OF DEVELOPER

Major Information of the Deed

Deed No :	I-1603-16003/2022	Date of Registration	11/10/2022
Query No / Year	1603-2002906234/2022	Office where deed is registered	
Query Date	26/09/2022 5:27:18 PM	D.S.R. - III SOUTH 24-PARGANAS, District:	South 24-Parganas
Applicant Name, Address & Other Details	PRAVAKAR DAS 85A, Sarat Bose Road, Jyoti Vihar, 3rd Floor, Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700026, Mobile No. : 7501785960, Status :Solicitor firm		
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 : 25,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,56,80,249/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,121/- (Article:48(g))	Rs. 25,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: JADU NATH SARKAR ROAD, , Premises No: 21, , Ward No: 000 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	3 Katha 3 Chatak 28 Sq Ft		1,56,80,249/-	Property is on Road
Grand Total :				5.3235Dec	0/-	156,80,249 /-	



Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BULBUL GHOSE Daughter of Late Sailendra Nath Majumdar 38A, New Alipore, Block- B, City:- , P.O:- New Alipore, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700053 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: avxxxxxx2b, Aadhaar No: 42xxxxxxxx4618, Status :individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Pvt. Residence

2	<p>SUJIT MAJUMDAR Son of Late Sailendra Nath Majumdar 21, Lake Terrace Road, City:- , P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BGxxxxxx2P, Aadhaar No: 55xxxxxxxx7531, Status :Individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Pvt. Residence</p>
3	<p>SWAGATA MAJUMDAR Wife of Late Mohan Majumdar 21, Lake Terrace Road, City:- , P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BLxxxxxx4L, Aadhaar No: 64xxxxxxxx7523, Status :Individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Pvt. Residence</p>
4	<p>SOURADEEP MAJUMDAR Son of Late Mohan Majumdar 21, Lake Terrace Road, City:- , P.O:- Sarat Bose Road, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: DKxxxxxx3C, Aadhaar No: 75xxxxxxxx8031, Status :Individual, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 28/09/2022 , Admitted by: Self, Date of Admission: 28/09/2022 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>PRIME REALCON PRIVATE LIMITED 448, Hemanta Mukhopadhyay Sarani, Ground Floor, City:- , P.O:- Bullygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: AAxxxxxx7R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mr Chandan Chatterjee (Presentant) Son of Late Sachindra Kumar Chatterjee 2/2A, Mahendra Road, City:- , P.O:- Bhowanipore, P.S:-Bhowanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: acxxxxxx0h, Aadhaar No: 72xxxxxxxx8525 Status : Representative, Representative of : PRIME REALCON PRIVATE LIMITED (as DIRECTOR)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr Pravakar Das Son of Mr Shankar Das Nabagram, Shyampur, City:- , P.O:- Nabagram, P.S:-Shyampur, District:-Howrah, West Bengal, India, PIN:- 711315</p>			

Identifier Of BULBUL GHOSE, SUJIT MAJUMDAR, SWAGATA MAJUMDAR, SOURADEEP MAJUMDAR, Mr Chandan Chatterjee



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	BULBUL GHOSE	PRIME REALCON PRIVATE LIMITED-1.33089 Dec
2	SUJIT MAJUMDAR	PRIME REALCON PRIVATE LIMITED-1.33089 Dec
3	SWAGATA MAJUMDAR	PRIME REALCON PRIVATE LIMITED-1.33089 Dec
4	SOURADEEP MAJUMDAR	PRIME REALCON PRIVATE LIMITED-1.33039 Dec



Endorsement For Deed Number : I - 160316003 / 2022

On 27-09-2022

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,56,80,249/-

Dhar

**Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal**

On 28-09-2022

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

Presented for registration at 16:40 hrs on 28-09-2022, at the Private residence by Mr Chandan Chatterjee .

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

Execution is admitted on 28/09/2022 by 1. BULBUL GHOSE, Daughter of Late Sailendra Nath Majumdar, 38A, New Alipore, Block- B, P.O: New Alipore, Thana: New Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700053, by caste Hindu, by Profession House wife, 2. SUJIT MAJUMDAR, Son of Late Sailendra Nath Majumdar, 21, Lake Terrace Road, P.O: Sarat Bose Road, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Others, 3. SWAGATA MAJUMDAR, Wife of Late Mohan Majumdar, 21, Lake Terrace Road, P.O: Sarat Bose Road, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife, 4. SOURADEEP MAJUMDAR, Son of Late Mohan Majumdar, 21, Lake Terrace Road, P.O: Sarat Bose Road, Thana: Tollygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Service

Indetified by Mr Pravakar Das, , Son of Mr Shankar Das, Nabagram, Shyampur, P.O: Nabagram, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

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

Execution is admitted on 28-09-2022 by Mr Chandan Chatterjee, DIRECTOR, PRIME REALCON PRIVATE LIMITED, 448, Hemanta Mukhopadhyay Sarani, Ground Floor, City:- , P.O:- Bullygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by Mr Pravakar Das, , Son of Mr Shankar Das, Nabagram, Shyampur, P.O: Nabagram, Thana: Shyampur, , Howrah, WEST BENGAL, India, PIN - 711315, by caste Hindu, by profession Service

Dhar

**Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal**

On 11-10-2022

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 25,053.00/- (B = Rs 25,000.00/- ,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 25,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/09/2022 12:40PM with Govt. Ref. No: 192022230129851168 on 27-09-2022, Amount Rs: 25,021/-, Bank: SBI EPay (SBlePay), Ref. No. 0378957236026 on 27-09-2022, 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 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 105895, Amount: Rs.100.00/-, Date of Purchase: 26/09/2022, Vendor name: Sipra Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/09/2022 12:40PM with Govt. Ref. No: 192022230129851168 on 27-09-2022, Amount Rs: 40,021/-, Bank: SBI EPay (SBlePay), Ref. No. 0378957236026 on 27-09-2022, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 547335 to 547376

being No 160316003 for the year 2022.



Dhar

Digitally signed by Debasish Dhar
Date: 2022.11.04 18:51:33 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/11/04 06:51:33 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)