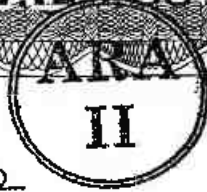


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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

2/1656938/22

Additional Registrar of Assurances-II
Kolkata
2-55
10/06/22

Certified that the document is admitted for registration and its registration and enforcement are the part of this document.
Additional Registrar of Assurances II Kolkata

10 JUN 2022

JOINT DEVELOPMENT AGREEMENT

1. Date: June 10th, 2022
2. Place: Kolkata



43766

White Properties Pvt Ltd.
20 Khokhra Road
Del 25

NAME: _____
ADD: _____
RE: *100*
- 9 JUN 2022
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, KOL 1

9 JUN 2022
9 JUN 2022



S

ADDITIONAL REGISTRAR
OF ASSURANCE-N, KOLKATA
10 JUN 2022

100

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

Details

GRN: 192022230045826188
GRN Date: 08/06/2022 18:26:58
BRN: 2794804179315
Gateway Ref ID: IGANSQRJD8
Payment Status: Successful

Payment Mode: Online Payment (SBI Epay)
Bank/Gateway: SBIEPay Payment Gateway
BRN Date: 08/06/2022 18:29:45
Method: State Bank of India NB
Payment Ref. No: 2001656938/3/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: ADITRI PROPERTIES PRIVATE LIMITED
Address: 2C, MAHENDRA ROAD, KOLKATA: 700025
Mobile: 9830046915
EMail: accounts@ashrayproperties.com
Contact No: 9830046915
Depositor Status: Buyer/Claimants
Query No: 2001656938
Applicant's Name: Org SARAOGI AND COMPANY
Identification No: 2001656938/3/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001656938/3/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2001656938/3/2022	Property Registration- Registration Fees	0030-03-104-001-16	45991
			Total	121012

IN WORDS: ONE LAKH TWENTY ONE THOUSAND TWLEVE ONLY.



3. Parties:

- 3.1 (1) **KISHORE CHATTERJEE**, having **INCOME TAX PAN:ACOPC5617R**, **AADHAAR NO.225476590599**, son of Late Anil Kumar Chatterjee, by Occupation-Retired, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office-Bhawanipore, Police Station-Bhawanipore, Kolkata-700025, (2) **TRIDIB SURATH CHATTERJEE**, having **INCOME TAX PAN:AAAPC3370M**, **AADHAAR NO.794756889692** son of Late Surath Chatterjee, by Occupation-Doctor, by Nationality Indian, residing at Block - A, Flat No.4, Jyoti Sadan Sitaladevi Temple Road, Mahim West, Post Office-Mahim, Police Station-Mahim, Mumbai-400016, (3) **RAJIB CHATTERJEE** Alias Rajiv Chatterjee, having **INCOME TAX PAN: ABVPC1052E**, **AADHAAR NO.558918998768**, son of Late Manindra Kumar Chatterjee, by Occupation-Service, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office - Bhawanipore, Police Station-Bhawanipore, Kolkata - 700025, (4) **(SMT.) TANUKA CHATTERJEE**, having **INCOME TAX PAN: AHRPC8136D**, **AADHAAR NO.906766076313**, wife of Late Sanjib Chatterjee, by Occupation-Housewife, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office - Bhawanipore, Police Station-Bhawanipore, Kolkata - 700025, (5) **(SMT.) REJINA CHATTERJEE**, having **OCI CARD No.A802532** and **INCOME TAX PAN: AICPC7617B**, daughter of Late Sailendra Kumar Chatterjee, by Occupation-Business, by Nationality Indian, residing at 3700 Watercrest Drive Plano, Texas-75093, Post Office-Plano, Police Station-Plano, Texas, USA and also residing at No.59A, Sarat Bose Road (earlier being No.2/1A, Mahendra Road), Post Office-Bhawanipore, Police Station-Bhawanipore, Kolkata-700025 represented by her constituted Attorney, **Kishore Chatterjee**, having Income Tax Pan : **ACOPC5617R**, son of Late Anil Kumar Chatterjee, by Occupation- Retired, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office-Bhawanipore, Police Station- Bhawanipore, Kolkata-700025, and (6) **ARINDAM A CHATTERJEE** Alias Arindam Alope Chatterjee Alias Arindam Chatterjee, having **INCOME TAX PAN: AABPC2518E**, **AADHAAR NO.930094653598**, son of Late Alope Anil Chatterjee, by Occupation-Service, by Nationality Indian, residing at Alpine B Wing 904, Salarpuria Greenage Hosur Road, Next to Oxford College Bommanhalli, Begur, Bommanahalli, Bengaluru, Post Office-Bommanahalli, Police Station-Bommanahalli, Karnataka-560068, and also residing at No.59A, Sarat Bose Road, Post Office - Bhawanipore, Police Station- Bhawanipore, Kolkata - 700025, being the **Present Trustees** of the **Trust** created by the **Deed of Trust** dated 8th January 1970 made between (1) Bimal Kumar Chatterjee, (2) Smt. Smitikona Chatterjee, (3) Kishore Chatterjee, (4) Alope Chatterjee, (5) Sailendra Kumar Chatterjee, (6) Surath Kumar Chatterjee and (7) Monindra Kumar Chatterjee as the Settlers and (1) Smt. Smitikona Chatterjee and (2) Monindra Kumar Chatterjee as the Trustees and registered with the Registrar of Assurances, Calcutta in Book I Volume No.36 Pages 180 to 193 Being No.736 for the year 1970, and the **Deed of Appointment of Trustees** dated 15th October 2018 made between Kishore Chatterjee as the Settlor and the abovenamed Present Trustees as the Trustees and registered with the Additional Registrar of Assurances-III, Kolkata in Book IV Volume No.1903-2018 Pages 187182 to 187213 Being No.190306555 for the year



2018, hereinafter referred to as "the LAND OWNERS / TRUSTEES" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successors or successors-in-office) of the First Part;

And

3.2 **M/S. ADITRI PROPERTIES PVT. LTD.** (Income Tax PAN - AAXCA0358B) having its Registered Office at No.2C, Mahendra Road, P.O. Bhowanipore Police Station-Bhowanipore, Kolkata-700025, represented by its Director, **Shri Chandan Chatterjee** (PAN-ACRPC0270H, AADHAAR NO.724744688525) son of Late S. K. Chatterjee, by Occupation-Business, by Nationality Indian, residing at No.2/2A, Mahendra Road, Police Station-Bhowanipore, Post Office-Bhowanipore, Kolkata 700025, hereinafter referred to as "the DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-office and/or assigns) of the Second Part;

And

3.3 (1) **KAUSHIK CHATTERJEE** (PAN AEVPC2050H; AADHAAR NO.924665152075) son of Kishore Chatterjee by Occupation-Service, by Nationality Indian, residing at No.59A, Sarat Bose Road, Police Station Bhowanipore, Post Office Bhowanipore, Kolkata 700025, (2) (SMT.) **BINATI A CHATTERJEE** Alias Binati Alope Chatterjee Alias Binati Chatterjee (PAN AAXPC8023E; AADHAAR NO.606513539270), wife of Late Alope A Chatterjee by Occupation-Housewife, by Nationality Indian, residing at Cedar Block, Apartment B 2003, Greenage Hosur Road, Next to Oxford College Begur, Bommanahalli, Begur, Bommanahalli, Bengaluru, Karnataka - 560068, Police Station Bommanahalli, Post Office Bommanahalli, represented by her constituted Attorney, **Arindam A Chatterjee**, having INCOME TAX PAN: AABPC2518E, son of Late Alope Chatterjee, by Occupation-Service, by Nationality Indian, residing at Alpine B Wing 904, Salarpuria Greenage Hosur Road, next to Oxford College Bommanahalli, Begur, Bommanahalli, Bengaluru, Post Office-Bommanahalli, Police Station-Bommanahalli, Karnataka-560068, and also residing at No.59A, Sarat Bose Road, Post Office - Bhowanipore, Police Station-Bhowanipore, Kolkata - 700025, (3) **ARINDAM A CHATTERJEE** Alias Arindam Alope Chatterjee Alias Arindam Chatterjee (PAN AABPC2518E; AADHAAR NO.930094653598) son of Late Alope A Chatterjee by Occupation-Service, by Nationality Indian, residing at Alpine B Wing 904, Salarpuria Greenage Hosur Road, Next to Oxford College Bommanahalli, Begur, Bommanahalli, Bengaluru, Post Office- Bommanahalli, Police Station- Bommanahalli, Karnataka-560068 (4) **ARIJEET ALOKE CHATTERJEE** (PAN ACZPC7807N; AADHAAR NO.846727409670) son of Late Alope A Chatterjee by Occupation-Service, by Nationality Indian, residing at Cedar Block, Apartment B 2003, Greenage Hosur Road, Next to Oxford College Begur, Bommanahalli, Begur, Bommanahalli, Bengaluru, Karnataka - 560068, Police Station Bommanahalli, Post Office Bommanahalli, represented by his constituted Attorney, **Arindam A Chatterjee**, having INCOME TAX PAN:AABPC2518E, son of Late Alope



Chatterjee, by Occupation- Service, by Nationality Indian, residing at Alpine B Wing 904, Salarpuria Greenage Hosur Road, Next to Oxford College Bommanahalli, Begur, Bommanahalli, Bengaluru, Post Office- Bommanahalli, Police Station- Bommanahalli, Karnataka-560068, and also residing at No.59A, Sarat Bose Road, Post Office - Bhawanipore, Police Station- Bhawanipore, Kolkata - 700025, (5) **REJINA CHATTERJEE, OCI CARD No. A802532 and PAN: AICPC7617B** daughter of Late Sailendra Kumar Chatterjee by Occupation-Business, by Nationality Indian residing at 3700 Watercrest Drive Plano, Texas-75093, Post Office-Plano, Police Station-Plano, Texas, USA and also residing at No.59A, Sarat Bose Road, (earlier being No.2/1A, Mahendra Road), Post Office-Bhawanipore, Police Station-Bhawanipore, Kolkata-700025, represented by her constituted Attorney, **Kishore Chatterjee**, having Income Tax Pan : ACOPC5617R, son of Late Anil Kumar Chatterjee, by Occupation-Retired, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office-Bhawanipore, Police Station-Bhawanipore, Kolkata-700025, (6) **TRIDIB SURATH CHATTERJEE, PAN: AAAPC3370M AADHAAR NO.794756889692** son of Late Surath Kumar Chatterjee by Occupation-Doctor, by Nationality Indian, residing at No. A4, Jyoti Sadañ Sitaladevi Temple Road, Mahim, Post Office-Mahim, Police Station-Mahim, Mumbai-400016, (7) **(SMT.) TANUKA CHATTERJEE, PAN: AHRPC8136D AADHAAR NO.906766076313** wife of Late Sanjib Chatterjee by Occupation-Housewife, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office- Bhowanipore, Police Station-Bhowanipore, Kolkata-700025, (8) **(SMT.) SNEHA CHATTERJEE PAN: BBDPC7761F AADHAAR NO.559606271617** daughter of Late Sanjib Chatterjee by Occupation-Service, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office- Bhowanipore, Police Station-Bhowanipore, Kolkata-700025, (9) **SHAUNAK CHATTERJEE, PAN: BEQPC0968A, AADHAAR NO.510128304866** son of Late Sanjiv Chatterjee by Occupation-Service, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office- Bhowanipore, Police Station- Bhowanipore, Kolkata-700025 and (10) **RAJIB CHATTERJEE Alias Rajiv Chatterjee, PAN: ABVPC1052E, AADHAAR NO.558918998768** son of Late Manindra Kumar Chatterjee by Occupation-Service, by Nationality Indian, residing at No.59A, Sarat Bose Road, Post Office- Bhowanipore, Police Station- Bhowanipore, Kolkata-700025, hereinafter referred to as "the **FIRST CONFIRMING PARTIES / BENEFICIARIES**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their and each of their respective heirs executors administrators and legal representatives) of the **Third Part;**

And

- 3.4 **WELLSIDE PROPERTIES PVT. LTD., (PAN AAACW5584A)**, a Company registered and incorporated under the Companies Act, 1956 and deemed to be registered and incorporated under the Companies Act, 2013, having its registered office at 2C, Mahendra Road, P.O. & Police Station-Bhowanipore, Kolkata-700025, represented by its Directors, **Shri Chandan Chatterjee (PAN-ACRPC0270H, AADHAAR NO.724744688525)** son of Late S. K. Chatterjee, residing at No.2/2A, Mahendra Road, P.O. & Police Station-Bhowanipore, Kolkata



700025, and **Shri Amit Bajoria (PAN-AHCPB2460Q)** son of Late S. K. Bajoria, residing at No.7C, Priyanath Mullick Road, P.O. & Police Station Bhowanipore, Kolkata 700025, hereinafter referred to as "**the SECOND CONFIRMING PARTY / PREVIOUS DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and/or assigns) of the **Fourth Part**.

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

4. **Subject Matter of Agreement - Development and Commercial Exploitation of Property:** Agreement between the Land Owners and First Confirming Parties on the one hand and the Developer on the other hand - with regard to development and commercial exploitation (in the manner specified in this Agreement) of **All That Municipal Premises No.59A, Sarat Bose Road** {formed upon amalgamation of the erstwhile (i) **Municipal Premises No.59A, Sarat Bose Road**; (ii) **Municipal Premises No.2/1A, Mohendra Road**; and (iii) **Municipal Premises No.2/1B, Mohendra Road**}; P.O. & P.S. Bhowanipore, Ward No.72 of the Kolkata Municipal Corporation, Kolkata 700025, containing a land area of **9 (Nine) Cottahs 3 (three) Chittacks 31 (Thirty One) Square Feet** more or less as per Trust Deed and **9 (Nine) Cottahs 14 (fourteen) Chittacks 1 (one) Square Feet** more or less as per physical survey, fully described in the **Schedule** hereunder written and hereinafter referred to as "**the said Property / said Premises**".

5. **Representations, Warranties and Background:**

5.1 **The Land Owners' and the First Confirming Parties' Representations:** The Land Owners and the First Confirming Parties have represented and warranted to the Developer as follows:

5.1.1 **Ownership:** The Land Owners, as **Trustees**, are seized and possessed of and/or otherwise well and sufficiently entitled to the said Property and the devolution of title is as hereunder:

- i) One **Haridas Chatterjee** was seized and possessed of and/or otherwise well and sufficiently entitled as the full and absolute owner to various properties in **Calcutta and Madhya Pradesh**.
- ii) The said **Haridas Chatterjee** died in or about the year 1925 after making and publishing his **Last Will and Testament** dated 25th September 1922 and a **Codicil** dated 21st October 1922, whereby and whereunder he bequeathed his properties to his four sons namely, **Raj Kumar Chatterjee, Kusum Kumar Chatterjee, Sarat Kumar Chatterjee and Shisir Kumar Chatterjee** as therein mentioned and appointed two of his aforesaid sons namely, **Raj Kumar Chatterjee, Shisir Kumar Chatterjee** and his nephew namely, **Jagdish Chatterjee, Advocate** as the **Joint Executors** of his said Will.



- iii) After the death of the said Haridas Chatterjee, the said Joint Executors made an application for grant of Probate of the said Last Will of Haridas Chatterjee in the Court of the Judicial Commissioner, Central Province, Nagpur in Miscellaneous Judicial Case No.16 of 1927, 1981, when the Court of the Judicial Commissioner, Central Province, Nagpur was pleased to grant the Probate on 12th March 1928.
- iv) Under the said Last Will, the said Haridas Chatterjee had bequeathed one of the Properties i.e. Premises No.59A Lansdowne Road (now known as Sarat Bose Road) containing a land area of 9 (Nine) Cottahs 1 (one) Chittack and 21 (twenty one) Square feet (but as per Deed of Trust dated 8th January 1970 stated to contain an area of 9 Cottahs 3 Chittack and 31 Square feet) on physical survey of 59A, Sarat Bose Road, 2/1A & 2/1B, Mahendra Road together the land area was found to be 9 Cottahs 14 Chhittacks and 1 sq.ft. more or less alongwith various structures standing thereon and all rights appurtenant thereto to one of his sons namely Kusum Kumar Chatterjee and his sons in equal shares.
- v) The said Kusum Kumar Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate in or about April 1933, leaving him surviving his five sons namely, Bimal Kumar Chatterjee, Anil Kumar Chatterjee, Sailendra Kumar Chatterjee and Surath Kumar Chatterjee and Monindra Kumar Chatterjee as his only heirs and legal representative.
- vi) The said Anil Kumar Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on or about 27th May, 1946 leaving him surviving his widow namely, (Smt.) Smritikona Chatterjee and his two sons namely, Kishore Chatterjee and Alope Chatterjee as his only heirs and legal representatives.
- vii) A portion of the said premises No.59A, Sarat Bose Road was subsequently separately assessed and renumbered as premises No. 2/1A, Mohendra Road.
- viii) By the Deed of Trust dated 8th January 1970 and registered in the office of Registrar of Assurances, Calcutta in Book No.I, Volume No.36, Pages No.180 from 193 Being No.736 for the year 1970, and made between (1) Bimal Kumar Chatterjee, (2a) (Smt.) Smritikona Chatterjee, (2b) Kishore Chatterjee, (2c) Alope Chatterjee, (3) Sailendra Chatterjee, (4) Surath Kumar Chatterjee and (5) Monindra Kumar Chatterjee as the Settlers of the One Part and (Smt.) Smritikona Chatterjee and Monindra Kumar Chatterjee as the Trustees of the Other Part, the Settlers thereto, for the purposes and objects therein mentioned, did thereby grant transfer convey assign and assure unto the Trustees thereto **All Those** the premises No.59A, Sarat Bose Road(having a land area of 4 Cottahs 12 Chittacks and 12 Sq.ft., with partly three storeyed mainly two storeyed brick built messuage or dwelling house), **And** a portion of premises No.2/1A Mohendra Road(having a land



area of 0 Cottahs 2 Chittacks and 25 Sq.ft., with corrugated iron roofed garage), And a portion of premises No.2/1A Mohendra Road(having a land area of 3 Cottahs 4 Chittacks and 33 Sq.ft., three storeyed brick built messuage or dwelling house), And common passage or pathway having a land area of 1 Cottahs 0 Chittacks and 6 Sq.ft. (out of which 0 Cottahs 13 Chittacks and 41 Sq.ft. was appertaining to premises No.2/1A, Mohendra Road and 0 Cottahs 2 Chittacks and 10 Sq.ft. was appertaining to premises No.59A, Sarat Bose Road).

- ix) Under the said Trust Deed it was mentioned that on the death of the last survivor of the Settlers, the trust properties shall vest as follows:-
- a) The 1st Floor of Premises No.59A, Sarat Bose Road mentioned in Part I of the Schedule thereunder written, with all additional constructions, if any, part of the roof and item 7 of Part 1(a) and Lot P of Part I(b) in the map or plan thereto shall vest be in the heirs of Alope Chatterjee and Kishore Chatterjee, absolutely and in equal shares intention being that the heirs of Alope Chatterjee shall be entitled to the half of it and if there would be more than one heir the said half share would vest in them absolutely and likewise the other half would vest in the heirs of Kishore Chatterjee absolutely and if more than one heir then as amongst them equally.
 - b) The ground floor of premises No.59A, Sarat Bose Road mentioned in Part I of the Schedule thereunder written will vest absolutely in the heirs of Monindra Kumar Chatterjee and forever for their exclusive use and enjoyment, and if more than one in equal shares.
 - c) The Ground floor and Second floor of premises No.2/1A, Mohendra Road mentioned in Part II of the Schedule thereunder written will vest absolutely in the heirs of Sailendra Kumar Chatterjee and forever and if more than one in equal shares.
 - d) The first floor of premises No.2/1A, Mohendra Road mentioned in Part II of the Schedule thereunder written will vest in the heirs of Dr. Surath Kumar Chatterjee absolutely and forever and if more than one in equal shares.
 - e) The portion marked as Lot Q and intended for the use of Bimal Kumar Chatterjee for the term of his natural life shall on his demise be held by the Trustees for benefit of Alope Chatterjee and Kishore Chatterjee and their heirs and the trustees shall allow the Settlers, Alope Chatterjee and Kishore Chatterjee to put necessary funds for the purpose of development of the said Lot Q and the trustees shall on separation and amalgamation of the said Lot Q with 59A, Sarat Bose Road effect such development for the benefit of said Alok Chatterjee and Kishore Chatterjee and their respective heirs and the said Lot Q as developed would vest in the heirs of said Alok



Chatterjee and Kishore Chatterjee absolutely when the trust comes to an end on the death of the last survivor amongst the said Settlers Provided Always such development and benefit would accrue to said Alok Chatterjee and Kishore Chatterjee and their heirs if they or their heirs had paid Rs.15,000/= in the hands of the trustees for payment to the Settlers other than said, Alok Chatterjee, Kishore Chatterjee and the heirs of Bimal Chatterjee and if at that time any one of more of those Settlers entitled to the benefit of that fund of Rs.15,000/- is dead, his or their heirs would receive the fund from the Trustees.

- f) Whilst and during the time that the trust created by these presents continue, the portion shown as 13 and 14 in the map or plan thereto annexed and being portions of premises No.59A, Sarat Bose Road and 2/1A, Mohendra Road particularly described in Part III of the said Schedule shall continue to be used and enjoyed as the common passage for the benefit of both the premises and even when the trust comes to an end and the properties vest absolutely in the heirs of the Settlers in the manner therein provided, the said common passage marked in the plan would continue to be so used and enjoyed for the benefit of all the heirs in whom such properties would vest absolutely.
- x) Subsequently, Premises No.2/1B, Mohendra Road, was carved out of portions of premises No.59A, Sarat Bose Road and 2/1A, Mohendra Road.
- xi) The said Sailendra Kumar Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 13th May 1998 leaving him surviving his wife and only daughter namely Smt. Ira Chatterjee and (Smt.) Regina Chatterjee as his only heiress and legal representative. His wife Ira Chatterjee died intestate on 12.11.2016 leaving behind her only daughter Smt. Regina Chatterjee as her only heiress.
- xii) The said Surath Kumar Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 05.10.2009, leaving him surviving his wife Konica Chatterjee and only son namely, Tridib Chatterjee as his heirs and legal representatives. His wife Konica Chatterjee died on 09.02.2011 leaving behind her only son Tridib Chatterjee as her only heir.
- xiii) The said Monindra Kumar Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 3rd May, 1996, leaving him surviving his wife Madhabi Chatterjee and his two sons namely Sanjib Chatterjee and Rajib Chatterjee as his heirs and legal representatives. His wife Madhabi Chatterjee died on 30.05.2006 leaving behind her two sons Sanjib Chatterjee and Rajib Chatterjee as her heirs and legal representatives.
- xiv) The said Sanjib Chatterjee, a Hindu governed by the Dayabhaga School of Hindu Law, died intestate on 18.05.2016, leaving him surviving his widow



namely, (Smt.) Tanuka Chatterjee, his only son namely Shaunak Chatterjee and his only daughter namely, (Smt.) Sneha Chatterjee (Dutta Roy) as his only heir heiresses and legal representatives.

- xv) Presently, Kishore Chatterjee is the only surviving Settlor under the said Deed of Trust and the said Trust is still valid subsisting and in full force and effect. The original Trustees having passed away, the only surviving Settlor, Kishore Chatterjee, decided to appoint new trustees.
- xvi) By virtue of the **Deed of Appointment of Trustees** dated 15th October 2018 made between Kishore Chatterjee as the Settlor and the abovenamed Present Trustees as the Trustees and registered with the Additional Registrar of Assurances-III, Kolkata in Book IV Volume No.1903-2018 Pages 187182 to 187213 Being No.190306555 for the year 2018, the Present Trustees are the only Trustees of the said Trust and fully entitled to the Trust Properties as such trustees.
- xvii) The said three Premises, being (i) **Municipal Premises No.59A, Sarat Bose Road;** (ii) **Municipal Premises No.2/1A, Mohendra Road;** and (iii) **Municipal Premises No.2/1B, Mohendra Road** were amalgamated into one single premises and continued to be numbered as **No.59A, Sarat Bose Road (being the said Premises)** and the name of the said Land Owners/Trustees is recorded as the owner thereof.
- xix) The First Confirming Parties / Beneficiaries are presently the only beneficiaries in terms of the said Deed of Trust.

5.1.2 Marketable Title: The Land Owners have a good and marketable title to the said Property free from all encumbrances liens claims demands mortgages charges leases tenancies thika tenancies trusts debutters prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignment easements liabilities and lis pendens whatsoever and based on the papers and documents produced by the Owners, the Developer has prima facie satisfied itself with the title of the Owners to the said Property.

5.1.3 No Previous Agreement: Other than that mentioned in this agreement, Land Owners or the First Confirming Parties / Beneficiaries have not entered into any agreement for sale or transfer or lease or development of the said Property or any of them with any person or persons nor created any third party interest save that executed in favour of the Second Confirming Party herein.

5.1.4 No Power of Attorney: That the Land Owners or the First Confirming Parties / Beneficiaries confirm that no subsisting Power of Attorney exists in respect of the said Property or any of them or any part thereof for any purpose whatsoever in favour of any person.



- 5.1.5 **No Requisition or Acquisition or alignment:** That the said Property or any of them is not affected by any requisition or acquisition or alignment or scheme of any authority or authorities under any law and/or otherwise.
- 5.1.6 **No Notice or Scheme :** That no portion of the said Property or any of them is affected by any notice or scheme or alignment of any Local Development Authority or the Government or the Municipal Corporation or any other Public or Statutory Body or Authority.
- 5.1.7 **No Attachment:** That the said Property or any of them is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and there was or is no Certificate case or proceeding against the Land Owners or the First Confirming Parties / Beneficiaries for realisation of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force;
- 5.1.8 **No Charge :** That the Land Owners or the First Confirming Parties / Beneficiaries or their predecessors have not created any registered or equitable mortgage or anomalous mortgage or charge or lien on the said Property or any of them or any part thereof and that the same is free from all charges encumbrances and liabilities whatsoever or howsoever.
- 5.1.9 **Taxes Paid :** That the Land Owners and the First Confirming Parties / Beneficiaries have duly made upto date payment of the existing municipal rates and taxes in respect of the said Property and each of them. All existing municipal rates and taxes till the date of execution of this agreement will be cleared by the Developer; In the event the existing rates and taxes are enhanced due to change in statute which will have retrospective effect, such difference in rates and taxes will be paid by the Developer.
- 5.1.10 **Land Owners have Authority:** The Land Owners and the First Confirming Parties / Beneficiaries have good and full right, power and authority to enter into this Agreement.
- 5.1.11 **No Prejudicial Act:** The Land Owners or the First Confirming Parties / Beneficiaries have not done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.12 **No Legal Proceedings:** There are no pending legal or other proceedings and/or any subsisting order of any Court or authority relating to or affecting the said Property or any of them or any part thereof in any manner whatsoever and the Land Owners or the First Confirming Parties / Beneficiaries are not aware of any



decree judgment or any other order having ever been made or passed affecting the said Property or any of them or any part thereof;

- 5.1.13 **Urban Land Ceiling:** The there is no excess vacant land comprised in the said Property said Property within the meaning of the Urban Land (Ceiling & Regulation) Act 1976.
- 5.1.14 **No Thika Tenancy:** That the said Property or any of them or any part thereof is not affected by the provisions of the West Bengal Thika Tenancy (Acquisition & Regulation) Act, 2001 or the erstwhile Kolkata Thika and other Tenancies and Lands (Acquisition & Regulation) Act, 1981 and that all the structures and constructions at the said Property have been constructed and erected by and belong to the predecessors-in-title / interest of the Land Owners and/or and the First Confirming Parties / Beneficiaries.
- 5.1.15 **No Claim Adversely :** That no person or persons has ever claimed title to the said Property or any of them or any part thereof adversely to the Land Owners or the First Confirming Parties / Beneficiaries or their predecessors;
- 5.1.16 **No Waterbody :** There is no water body or pond or wetland within the said Property or any of them or any part or portion thereof;
- 5.1.17 **No Vesting :** That no part or portion of the said Property or any of them has vested in the State under any law, act or statute applicable to the said Property or any of them nor is there any case pending under such Acts or Statutes;
- 5.1.18 **Not Subject To Any Right To Others etc. :** That the said Property or any of them or any part thereof is not affected by or subject to (a) any right of residence or maintenance under any testamentary disposition settlement or other documents or under any law (save matters herein stated), (b) any trust resulting or constructive arising under any debutter name benami transaction or otherwise, (c) any debutter wakf or devseva, (d) any right of way water light support drainage or any other easement with any person or property, (e) any burden or obligation other than payment of municipal rates and taxes, (f) any restrictive covenant, (g) any other encumbrance of any kind whatsoever;
- 5.1A **Erstwhile Development Agreement:** By an Agreement in 2019, the Land Owners had appointed the Second Confirming Party/ Previous Developer as the developer of the said Premises for mutual benefit and consideration and on the terms and conditions therein contained (in short called "the Erstwhile Development Agreement"). Under the said Erstwhile Development Agreement, the Previous Developer had deposited a sum of Rs. 29,23,982 with the Land Owners as interest free Security Deposit (in short "the Security Deposit Amount") and had also paid various sums of moneys from time to time, which the Land Owners and the First Confirming Parties hereby confirm, details whereof are mentioned in Annexure "C" (Deposit) hereto. Refund of the same shall be made by the recipient Land Owners to the Developer in terms of this agreement.



- 5.1A.1 The Second Confirming Party, with the consent of the Land Owners and the First Confirming Parties / Beneficiaries, transferred and assigned its development rights under the Erstwhile Development Agreement in favour of the Developer herein, which the Land Owners and the First Confirming Parties / Beneficiaries hereby confirm, and it was agreed that the Security Deposit Amount and Additional Amounts deposited / paid by the Second Confirming Party under the Erstwhile Development Agreement would be treated and/or be deemed to have been paid by the Developer to the Land Owners and the First Confirming Parties / Beneficiaries, which the Land Owners and the First Confirming Parties / Beneficiaries hereby confirm and also that all other amounts incurred by the Second Confirming Party would be deemed to have been incurred by the Developer herein and to that extent the Second Confirming Party and the Developer herein have settled all accounts between themselves.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Land Owners as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The management of the Developer company is carrying on business of construction and development of real estate and the Developer has infrastructure and expertise in this field and can also market the New Buildings.
- 5.2.2 **Developer's ability to complete:** The Developer has the necessary resources to complete the Project and to make arrangements for the funds required for the same. The Developer has the financial capability to carry out, complete and finish the Project.
- 5.2.3 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.2.4 **No Abandonment:** The Developer shall not abandon, delay or neglect the Project in any manner and shall accord the necessary priority thereto.
- 5.3 **Decision to Develop:** The Land Owners and the First Confirming Parties / Beneficiaries have decided to develop the said Property. Pursuant thereto, discussions were held with the Developer for taking up the development of the said Property by constructing the New Buildings and commercial exploitation of the New Buildings (collectively Project).
- 5.4 **Finalization of Terms Based on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above and elsewhere in this Agreement, final terms and conditions for the Project agreed between the parties are being recorded in this Agreement.
6. **Basic Understanding:**



Development of Said Property by Construction and Commercial Exploitation of New Buildings: The Parties have mutually decided to take up the Project, i.e. the development of the said Property by construction of the New Buildings thereon and commercial exploitation of the New Buildings in the manner contained in this Agreement, with the main crux being that development at and construction of New Buildings at the said Property shall be made by the Developer at its own costs and expenses and all flats / apartments / shops / offices / spaces / units, car parking spaces and other constructed areas rights and benefits shall be shared by the parties in the ratio hereinafter mentioned.

- 6.2 **Nature and Use of New Buildings:** The New Buildings shall be constructed in accordance with architectural plans (**Building Plans**) to be prepared by architect(s) and sanctioned by the Kolkata Municipal Corporation and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a residential, commercial and/or mixed use buildings as may be found feasible by the Developer with specified areas, amenities and facilities to be enjoyed in common. It is however, clarified that no portion of the Buildings will be used for eateries and/or barber shop, spa or the like business.

7. Appointment and Commencement:

- 7.1 **Appointment and Acceptance:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Land Owners and the First Confirming Parties / Beneficiaries hereby appoint the Developer as the developer of the said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Land Owners and the First Confirming Parties / Beneficiaries.
- 7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date hereof.

8. Approvals, Sanction and Construction:

- 8.1 **Acts to enable development:** The Land Owners / Trustees and the First Confirming Parties / Beneficiaries shall at the costs of the Developer take all necessary steps and do all acts deeds and things and shall take necessary steps as be required from time to time for enabling sanction and development of the said Property, as required by the Developer from time to time..
- 8.2 **Urban Land Ceiling Clearance:** The Urban Land Ceiling Clearance required for sanctioning of the plan for construction of the New Buildings as may be required or necessary, has already been obtained in the name of the Land Owners / Trustees, as be applicable, who shall co-operate with and assist the Developer regarding the same. All fees, costs, charges and expenses for the above shall be borne and paid by the Developer. All other land related permissions or clearances



under any statute, if any, shall be the responsibility of the Land Owners at the costs and expenses of the Developer.

- 8.3 **Failure to receive Approvals:** In the event of any of the statutory approvals / permissions not being granted, the parties may extend the time period therefore on such terms as be mutually agreed. However, in case of inordinate delay, the Developer after giving due notice to the Land Owners shall be entitled to cancel and terminate this agreement and in such event the Land Owners shall refund to the Developer all amounts paid / incurred / deposited by the Developer till then in connection with this agreement and/or the said Property without interest within 30 (thirty) days from the date thereof failing which they shall be liable to pay interest thereon @SBI PLR.. This is without prejudice to the rights of the Developer to cause such compliances done itself on behalf of and at the costs of the Land Owners.
- 8.4 **Sanction of Building Plans by Developer:** Subject to the Land Owners complying with its obligations herein, the Developer shall obtain from the concerned Authorities sanction of the Building Plan in the name of the Land Owners or the First Confirming Parties / Beneficiaries, as be applicable, and the Developer shall at its own costs obtain such sanction at the earliest feasible time after all approvals and permissions being obtained. The costs charges and expenses relating to preparation and sanction of plans by the Kolkata Municipal Corporation shall be borne and paid by the Developer. The Developer shall endeavor to obtain sanction within 6 (six) months from the date of signing of this Agreement. The Developer shall be further entitled to cause revalidation, extension and modification of the sanctioned plan as may be required or necessary and in case of modification of the Owners' Allocation or overall change to the sanctioned plan, the consent from the Landowners shall be taken. In case any change is made to the Developer's Allocation, then no consent of the Owners shall be required.
- 8.5 **Architects and Consultants:** The Land Owners and the First Confirming Parties confirm that the Land Owners and the First Confirming Parties have authorized the Developer to appoint the Architect(s) and other consultants in connection with construction work of the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer.
- 8.6 **Construction of New Buildings:** The Developer shall, at its own costs and expenses, construct, erect and complete the New Buildings in accordance with the sanctioned Building Plans. Such construction shall be as per specifications common to all Units (defined in Clause 8.9 below) of the New Buildings and mentioned in Annexure "A" hereto (Specifications) and may be done in Phases.
- 8.7 **Commencement & Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall commence the construction work of the New Buildings within 6 (Six) months of receiving the last of the following: (i) Building Plan being sanctioned, (ii) the Land Owners making available the entirety of the said Property to the Developer in complete



peaceful vacant exclusive physical condition after eviction / shifting of all tenants and occupants to enable development and construction or (iii) obtaining of all Approvals necessary for development, including those that may be necessitated by The Real Estate Regulation Act, 2016 (RERA) or any other law if promulgated or amended in future whichever is later (**Commencement Date**).
On receiving the Full vacant and peaceful possession of all the said Premises under development, the Parties shall record the same into writing.

Similarly, on receiving the Sanction Plan, the Developer shall notify the Landowners (through email) about the same through an official communication with a Copy of such Sanction Plan (Certified by the Developer).

The Developer shall construct, erect and complete the New Buildings within a period of 36 (thirty-six) months from the Commencement Date with an additional grace period of another 6 (six) months from the Commencement Date (**Completion Time**). The aforesaid Commencement Date and Completion Time shall be subject to Force Majeure and other reasons beyond the control of the Developer. The New Building shall be deemed to be complete upon the same being made fit for habitation and certified so by the Architect irrespective of non-availability of the occupancy/completion certificate from the Kolkata Municipal Corporation. However, the Developer is obliged to obtain the Completion Certificate within 1 (one) Year from the date from the date of deemed completion as specified above.

- 8.7.1 After the aforesaid Completion time, if there be any delay, then the Developer will have an Extra Grace period and during such Extra Grace period, the Developer shall pay to the Land Owners / First Confirming Parties a reasonable sum of money as damages which shall be equivalent to the amount of rent that Owner's Allocation would have reasonably fetched. Thereafter, the Land Owners shall be entitled to terminate this Agreement and refund all costs incurred by the Developer till then as Certified by Independent CA Firm appointed jointly by Landowner and Developer with interest thereon @SBI PLR and thereafter to complete the remaining development work themselves or enter into a development agreement with any other Developer and all future receivables from the Flat buyers will then be received by the Land Owners. It is clarified that while calculating the damages as mentioned herein all sums received by the Developer from purchaser of units in the Buildings arising out of the sale of the Developer's Allocation shall be taken into account and adjusted from the amount of such damages.
- 8.8 In case any further construction / FAR is permissible / possible then and in such event the Developer shall endeavor to avail of the same and the Parties shall share the costs thereof in the same ratio in which they have agreed to share the areas herein and such additional area shall also be shared in the same ratio in which they have agreed to share the areas herein. However, if Land Owners are not willing to invest in the FAR cost of the Land Owners' Allocation then the Developer shall invest the same at initial stage and deduct and/or adjust the same from the Land Owners' Sale Proceeds.



- 8.1 The sanction fee and related expenses shall be borne and paid by the Developer and the Developer shall make payment of the same. The sanction fee shall be paid only after compliance by the Owners of their obligations herein.
- 8.9 **Common Portions:** The Developer shall install, erect and complete in the New Buildings with the common areas, amenities and facilities such as stairways, lifts, generators, fire fighting apparatus, passages, driveways, common lavatory, electric meter room, pump room, 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 New Buildings (collectively **Common Portions**). For permanent electric connection to the flats / apartments / shops / offices/spaces in the New Buildings (**Units**), the intending purchasers (collectively **Transferees**) shall pay the proportionate amounts of deposits demanded by electricity supplying authority and other agencies. It is clarified that the expression Transferee includes the Land Owners/ First Confirming Parties and the Developer, to the extent of allotted Units in the New Buildings. It is also clarified that the Developer shall be solely entitled to receive and collect from all the Transferees (1) the charges for HT electric equipment and cabling, (2) the charges for generator (3) the deposits, including for maintenance and (4) any other additional cost and/or Deposit required in respect of their respective Units, and appropriate the same Provided That the agreement subsists at that point of time and is not terminated in terms of Clause 8.7.1. The Extra Developmental Charges shall be borne and paid by the Land Owners on or before the delivery of possession in the manner similar to that of the Transferees, which the Owners shall be entitled to check from the Flat Sale Agreements of the Transferees.
- 8.10 **Building Materials:** The Developer shall be authorized in the name of the Land Owners and the First Confirming Parties to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Land Owners and/or the First Confirming Parties and required for the construction of the New Buildings. The Developer shall construct the New Building with First Class building materials and as per the specifications mentioned in **Annexure "A"** hereto.
- 8.11 **Temporary Connections:** The Developer shall be authorized in the name of the Land Owners and the First Confirming Parties to apply for and obtain 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. The recurring charges for such temporary as also existing connections will be paid by the Developer till the building is ready to the extent necessary for handing over the possession.
- 8.12 The Land Owners and the First Confirming Parties agree and covenant with the Developer not to cause any obstruction, interference or hindrance in the Developer carrying out the work of development herein envisaged and not to do any act deed



matter or thing whereby the rights of the Developer hereunder may be affected or the Developer is prevented from carrying out the development herein envisaged or transferring the flats / apartments / shops / offices / spaces and other areas rights and benefits (Saleable Spaces) and shall indemnify the Developer for all losses damages costs claims demands consequences suffered or incurred as a result thereof. If there is an injunction brought in by an external party, the same will be jointly contested and vacated by the Land Owners and the Developer at the earliest, while Land Owners will continue to occupy the temporary alternate accommodation being provided by the Developer as hereinafter mentioned during such time and the Project Completion Date shall also stand extended to the same extent.

- 8.13 **Modification of Plan:** The Developer shall be entitled to make any material amendment or modification to the Building Plans insofar as the Developer's Allocation is concerned, but in case of the Land Owners' Allocation, the Developer shall obtain the permission of the Land Owners. Neither party can however change the nature / character of the sanction.
- 8.14 The Developer shall be entitled to demolish the existing building/ structures at the said Property and dispose of and clear the debris of the same from the said Property. Net Sale Proceeds of salvage/debris shall belong to the Developer.
- 8.15 **Co-operation by Parties:** 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 Parties. The Parties shall provide all cooperation that may be necessary for successful completion of the Project.
9. **Possession and Alternate Accommodation:**
- 9.1 **Permission to Enter:** Upon execution of this Agreement, the Developer shall be entitled to possession and permitted to enter upon the said Premises as a Licencee of the Land Owners for purposes connected to this agreement for development and construction and take steps for the purpose of the Project including for measurement, planning, soil testing, etc. and construction of the New Buildings as per the Building Plans for the purpose of execution of the Project. The Developer shall at its own costs post security guards for securing the said Premises.
- 9.2 **Making Available of Entire Property for construction:** The Land Owners shall evict / shift all the tenants and occupants from the said Premises and make available the entirety of the said Property to the Developer in complete peaceful vacant exclusive physical condition to enable development and construction and in case of delay / default by, the Developer will be entitled to reliefs protection and indemnity as per Clause 8.12 above, which clause shall apply mutatis mutandis.
- 9.3 During the period of construction of New Buildings at the said Property and to enable the First Confirming Parties to vacate the said Property, the Developer shall



provide temporary alternate accommodation of some of the First Confirming Parties in or about the same locality, details whereof are as follows:

- a) One 3BHK apartment to Kishore Chatterjee with 1 car parking facility (not less than 1800 Square Feet of built-up area);
- b) One 2 BHK apartment to Rajib Chatterjee with 1 car parking facility (not less than 1200 Square Feet of built-up area);
- c) One 2 BHK apartment to Tanuka Chatterjee with 1 car parking facility (not less than 1200 Square Feet of built-up area);
- d) One 2 BHK apartment to Rejina Chatterjee alongwith Tridib Chatterjee (not less than 1200 Square Feet of built-up area);

9.3.1 The aforesaid persons shall vacate the alternate accommodation simultaneously with the Developer handing over possession of the Land Owners' Allocation to the Land Owners / First Confirming Parties, as be applicable.

10. Original Title Documents:

10.1 **Deposit of Original Title Documents:** Simultaneously with the execution of this agreement, the Original Title Documents of the said Property shall be kept in Escrow with Mr. Chandan Chatterjee son of late S. K. Chatterjee, residing at 2/2A, Mahendra Road, Police Station Bhowanipore, Post Office Bhowanipore, Kolkata 700025 and Mr. Kishore Chatterjee son of Late Anil Kumar Chatterjee of 59A, Sarat Bose Road, Kolkata 700025, jointly ("Escrow Agent") in a bank safe deposit vault, and upon being required by the Developer, the same shall be produced by the Escrow Agent before the Developer or its agents and/or any person or authority authorised by the Developer and also permitted to be examined, inspected and given in evidence and also furnished with such true or attested or otherwise copies of or extracts or abstracts from the same as may be required by the Developer. The Joint Escrow Agents will give inspection of the originals to such authority and/or authorities connected with the Project and give copies and extracts of the same to such persons as may be requested by the Developer. It is however, clarified that Developer and/or the Joint Escrow Agents shall not be entitled to create mortgage of the said Property by handing over the said original title deeds either to any Bank or financial institution whatsoever.

11. Powers and Authorities:

11.1 **Power of Attorney for Sanction and Construction and Sale:** The Land Owners and the First Confirming Parties have simultaneously with the execution of this Agreement granted to the Developer and/or its nominees, Power(s) of Attorney inter alia for the purpose of getting the Building Plans sanctioned/revalidated/modified/alterd by the Authorities, and for the purpose of dealing with all regulatory issues relating to the Project and dealing with different authorities in connection with construction of the New Buildings and for the purpose of booking and sale and transfer of the New Buildings and the Saleable Spaces comprised in the Developer's Allocation.



11.2 Further Acts: Notwithstanding grant of the aforesaid Powers of Attorney, the Land Owners and the First Confirming Parties hereby undertake that they shall execute, as and when necessary, all papers, documents, plans, etc. for enabling the Developer to perform all obligations under this Agreement pertaining to development of the said Premises.

12. Allocations:

12.1 **Land Owners' Allocation** (which includes First Confirming Parties' entitlements and claims):

- a) The Land Owners and the First Confirming Parties shall be allocated/entitled to divided and demarcated portions constituting 55% of the total sanctioned constructed area to comprise in the Units as also 55% of the other constructed areas at the said premises and/or in the said building to be constructed by the Developer at the said Property **Together With** like 55% undivided share in the land comprised in the Premises as also in the top roof of the building (as part of the common areas) and also in the common areas installations and facilities **Together And With** the right to park such number of motor cars as be equivalent to 55% of the total number of motor cars that could be in the said Property, which is and shall be by way of land cost;

12.2 Developer's Allocation:

- a) The Developer shall be allocated/entitled to divided and demarcated portions constituting 45% of the total sanctioned constructed area to comprise in the Units as also 45% of the other constructed areas at the said premises and/or in the said building to be constructed by the Developer at the said Property **Together With** like 45% undivided share in the land comprised in the Premises as also in the top roof of the building (as part of the common areas) and also in the common areas installations and facilities **Together And With** the right to park such number of motor cars as be equivalent to 45% of the total number of motor cars that could be in the said Property;

12.3 As soon as possible upon sanction of the plans the Owners and the Developer shall identify and demarcate their respective allocations with New Building by entering in a supplementary agreement and the parties hereto shall identify their respective flats/units and the spaces for parking of motor cars according to their respective entitlements in terms hereof within 15 days of the plan being sanctioned.

12.4 The Developer intends to construct a building having Ground Floor + 6 Upper Floors and if the plans are sanctioned accordingly, the parties hereto intend to have their allocations as mentioned in **Annexure 'B'** hereto which shall considered to be



the allocation of the respective landowners and developer upon the same plan being sanctioned.

12.5 The Land Owners / First Confirming Parties shall, before the delivery of possession of the Land Owners' Allocation or the date of demand by the Developer, whichever be earlier, also pay the following amounts to the Developer:

- i) Proportionate cost charges and deposits for common meter for the said Property, alongwith applicable GST;
- ii) Full cost charges and deposits for separate meters for their Allocations, alongwith applicable GST;
- iii) Rs.25,000/= per KVA as Generator Charges, alongwith applicable GST;
- iv) A sum equivalent to one year maintenance charges to be calculated @Rs.5/= per sft. of the area comprised in the Land Owners' Allocation towards Maintenance Charges Deposit, alongwith applicable GST;
- v) Sinking Fund @ Rs.50 per sq.ft.

12.6 **Goods and Services Tax (GST):** The GST relating to development and construction shall be paid and borne solely by the Developer who shall comply with the applicable provisions regarding the same. The GST in respect of the Land Owners' Allocation shall be borne and paid by the Developer and the Land Owners / First Confirming Parties shall not be made liable therefor in any manner. All income tax on the individual Owners / First Confirming Parties will be their own responsibility. All future indirect tax, relating to development and construction, with or without retrospective effect, up to the period of possession is on Developer.

13. Financials:

13.1 **Security Deposit:** Under the Erstwhile Development Agreement, the Second Confirming Party had deposited with the Land Owners a sum of Rs. 26,47,211 (Rupees Twenty Six Lacs Forty Seven Thousand Two Hundred and Eleven Only), which the Land Owners hereby confirm. The said Deposit paid by the Second Confirming Party under the Erstwhile Development Agreement, being Rs. 26,47,211 (Rupees Twenty Six Lacs Forty Seven Thousand Two Hundred and Eleven Only) stands transferred to the credit of the Developer herein and shall be deemed to have been deposited by the Developer herein with the Land Owners, details whereof are mentioned in Annexure "C" (Deposit) hereto.

13.1.1 The Developer has deposited a further Security Deposit of Rs. 19,49,739 (Rupees Nineteen Lacs Forty Nine Thousand Seven Hundred and Thirty Nine Only) with the Land Owners at or before the execution hereof, details whereof are also mentioned in Annexure "C" (Deposit) hereto.



- 13.2 The said Security Deposit shall be interest free, unless otherwise expressly mentioned, and shall be refunded in the manner mentioned in this agreement.
- 13.3 The said Security Deposit shall initially be refundable and upon sanction of the plan after all other compliances and approvals (including tenants / occupants eviction) and delivery of peaceful vacant physical possession of the said Premises to the Developer by the Land Owners / First Confirming Parties and successful completion of the Project, the same shall become non-refundable.
- 13.3.1 In case for any reason the plan is not sanctioned or all other compliances and approvals (including tenants / occupants eviction) not happening or non-delivery of peaceful vacant physical possession of the said Premises to the Developer by the Land Owners / First Confirming Parties, then the Land Owners shall be liable to refund the said Security Deposit to the Developer immediately on demand and the Land Owners and the First Confirming Parties shall also refund all amounts paid and/or deemed to have been paid by the Developer to them or incurred in connection with the development. In case of delay in refund, the Land Owners / First Confirming Parties shall be liable to pay interest thereon @18% per annum.
14. **Project Finance:** The Developer shall be entitled to take construction loans or other loans and/or may arrange for financing of the Project ("**Project Finance**") by any Bank/Financial Institution/Lender ("**Financier**") without however charging or mortgaging the said Premises.
15. **Developer's rights and entitlements to the Developer's Allocation:**
- 15.1 In consideration of the Developer constructing the said Building (which includes, inter alia, the Land Owners' Allocation) and agreeing to construct and make fully fit for use and occupation in terms hereof and delivering possession of the Land Owners' Allocation to the Land Owners and the First Confirming Parties as stated herein without claiming any cost of construction therefor, the Developer shall have the exclusive right to hold own use possess enjoy sell transfer deal with and dispose of the Developer's Allocation together with 45% undivided share in the common areas installations and facilities as also in the land comprised in the said Property attributable thereto and realise and appropriate the sale proceeds thereof absolutely and exclusively.
- 15.2 The Developer shall be at liberty to negotiate with the prospective buyers of the Developer's Allocation and enter into agreements for sale or otherwise transfer of units, car parking spaces and other constructed areas constituting and comprising in the Developer's Allocation and belonging to the Developer together with or independent of or independently the land comprised in the said premises attributable to the Developer's Allocation at or for such consideration and on such terms and conditions as the Developer may deem fit and proper (but not inconsistent with the terms and conditions herein contained as regards the user and maintenance of the building) and realise and appropriate the sale proceeds and



...er amounts receivable therefore and the Land Owners or the First Confirming Parties shall not raise any dispute or objection to the acts deeds and things done by the Developer to its benefit and interest with regard thereto and shall have no concern therewith. The Land Owners and the First Confirming Parties will similarly also enjoy and have the privilege of the same rights liberties and facilities with regard to the Land Owners' Allocation and the Developer shall not raise any dispute or objection to the acts, deeds and things done to the interest and benefit of the Land Owners or the First Confirming Parties with regard thereto and shall have no concern therewith. It is however, clarified that the Developer shall not hand over possession of the Developer's Allocation to intending buyers of such units without offering possession of the Land Owners' Allocation to the Land Owners.

15.2.1 The Land Owners and the First Confirming Parties confirm that the Land Owners and the First Confirming Parties shall not be required to join in as a party to the agreements and other documents of transfer that may be entered into by the Developer for sale or otherwise transfer of units, car parking spaces and other areas comprised in the Developer's Allocation and belonging to the Developer together with or independent of or independently the land comprised in the said Property attributable thereto and the consent of the Land Owners and the First Confirming Parties in that regard shall be deemed to have been given by the Land Owners and the First Confirming Parties to the Developer by these presents itself **Provided However That** if so required by the Developer, the Land Owners and the First Confirming Parties shall join in as First Confirming Party at the costs and expenses of the Developer, to all such agreements and other documents of transfer they may be entered into by the Developer for sale and/or otherwise transfer of units, car parking spaces and other constructed areas belonging to the Developer in the building without raising any objection and without claiming any additional consideration money therefore Similarly, the Developer confirms that the Developer shall not be required to join in as a party to the Agreements and other documents of transfer for sale or otherwise transfer of the Units, car parking spaces and other areas comprised in the forming part of the Land Owners' Allocation and belonging to the Land Owners or the First Confirming Parties, as the case may be, and the consent of Developer in that regard shall be deemed to have been given by the Developer to the Owners by these presents itself **Provided However That** if so required by the Land Owners or the First Confirming Parties, as the case may be, the Developer shall join in as confirming party at the costs and expenses of the Land Owners or the First Confirming Parties, to all such agreements and other documents of transfer.

15.3 It is clarified that all amounts receivable under such agreements for sale or other documents of transfer by the Developer for sale of land comprised in the said Property as be appurtenant to the Developer's Allocation and the units, car parking spaces and other constructed areas comprised in the Developer's Allocation shall be to the account of and shall be received by the Developer exclusively and the Land Owners or the First Confirming Parties shall have no concern therewith and similarly the consideration receivable for sale of the Land Owners's Allocation under agreements for sale or other documents of transfer entered into by the Land



Owners or the First Confirming Parties with the prospective buyers thereof shall be to the account of and shall be received by the Land Owners or the First Confirming Parties exclusively and the Developer shall have no concern therewith.

- 15.4 It is further clarified that the concerned Land Owners or the First Confirming Parties and the Developer shall be liable for payment of stamp duty legal charges registration charges etc., for all future transfers as be effected by them respectively in respect of their respective allocations and shall indemnify and keep the other saved harmless and indemnified in respect thereof.
- 15.5 The Land Owners and the First Confirming Parties shall, as and when required by and at the request of the Developer, execute and register one or more sale deed or deeds or other documents of transfer for sale of such proportionate undivided share in the land comprised in the said Property as be attributable to the Developer's Allocation in favour of the Developer and/or its nominee or nominees in such share or shares as the Developer may require or nominate from time to time without raising any objection whatsoever and all costs charges and expenses in respect thereof shall be borne and paid by the Developer.
- 15.5.1 The costs of such sale deed or deeds including stamp duty and registration fees and all other legal fees and expenses shall be borne and paid by the Transferees. The documents for transfer including Agreements for Sale of Units and Deeds of Conveyance for the Project shall be prepared by Messrs. Saraogi & Co., Advocates of No.7B Kiran Shankar Roy Road, Kolkata-700001. The parties shall endeavor that both formats (i.e. for Developer's Allocation and the Land Owners' Allocation) are similar.
- 15.6 All costs of construction of the Land Owners' Allocation shall be borne and paid by the Developer exclusively and the same shall be and be deemed to be the price/cost of the undivided indivisible share in the land comprised in the said Property attributable to the Developer's Allocation and all benefits and rights agreed to be granted by the Land Owners and the First Confirming Parties to the Developer.
- 16. Municipal Taxes and Outgoings:**
- 16.1 Subject to the proviso of clause 5.1.9 above all existing Municipal rates and taxes and outgoings (collectively Rates) on the said Property relating to the period prior to the date of completion of development (as certified by the architect appointed for the Project) shall be borne, paid and discharged by the Developer and such dues shall be borne and paid by the Developer as and when called upon by any statutory authority. As from the date of completion of development (as certified by the architect appointed for the Project), the liability and responsibility for payment of the Municipal rates and taxes shall be that of the respective Flat Owners. However, for the Owners' Allocation, Owners' liability shall commence from the date of issue of completion certificate.



Possession and Post Completion Maintenance:

- 17.1 **Notice of Completion:** As soon as the New Building/s are completed in terms hereof and the completion certificate is obtained, the Developer shall inform the Land Owners regarding the same.
- 17.2 **Possession Date and Rates:** After 7 days from such date of issue of the notice of completion, the New Buildings shall be deemed to be ready for possession (**Possession Date**), and thereafter the Developer shall be entitled to charge the Rates in respect of all Units in the New Buildings from the Transferees (including the Land Owners and the First Confirming Parties, as applicable), unless otherwise decided mutually by the Parties. The decision of the Architect appointed for the project will be final in this regard.
- 17.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other.
- 17.4 **Maintenance:** The Developer in consultation with the Land Owners shall frame a scheme for the management and administration of the New Buildings and the maintenance shall be handed over within 1 year from issuance of the completion certificate to a separate body / association.
- 17.5 **Maintenance In-Charge:** The Parties shall hand over the management and maintenance of the Common Portions and services of the New Buildings to a separate body / association which shall collect the costs and service charges therefore (**Maintenance In-Charge**).
18. **Common Restrictions:**
- 18.1 **Applicable to Both:** The Land Owners' Allocation and the Developer's Allocation in the New Buildings shall be subject to the same restrictions and covenants as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings.
- 18.2 **No Assignment:** The Parties hereby agree and covenant with each other not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the prior consent in writing of the other party.
19. **Obligations of Developer:**
- 19.1 **Obligations subsequent to Completion:** The drainage/sewerage connection required to be obtained shall be obtained by the Developer at its own cost subsequently.



Compliance with Laws: The Developer hereby agrees and covenants with the Land Owners to execute the Project and make construction of the New Buildings in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and to comply with the provisions of the law applicable to development, construction, safety and transfer of the New Buildings and Units therein including obtaining of all necessary Insurance Policies of the under Construction Project up-to the date of obtaining Completion Certificate (if required).

It is further specifically provided that on request of the Landowners, the Developer shall make available the copy of such Approvals, Insurance Policies etc from time to time within 15 days from the date of such requests from the landowners through email or in physical form.

- 19.3 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architects, professional bodies, contractors, etc.
- 19.4 **Construction at Developer's Risk and Cost:** The Developer shall construct and complete the New Buildings at its own cost, risk and responsibility including for planning, designing and sanction of Building Plans taking utmost care of good quality of construction.
- 19.5 **Adherence by Developer:** The Developer has assured the Land Owners that it shall implement the terms and conditions of this Agreement and shall adhere to the terms of this Agreement.
- 19.6 **No Obstruction in Dealing with Land Owners' Allocation:** The Developer hereby agrees and covenants with the Land Owners not to do any act deed or thing whereby the Land Owners is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Land Owners' Allocation.
- 19.7 **Co-operation with Land Owners :** The Developer undertakes to fully co-operate with the Land Owners for development of the Said Property.
- 19.8 **Act in Good Faith:** The Developer undertakes to act in good faith towards the other Land Owners (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 19.9 **Warranty for construction:** The Developer shall be liable at their costs to rectify all genuine defects in construction of the Owner's Allocation for a period of 24 months from the date of completion of construction of the Land Owners' Allocation and offering possession of the same to the Land Owners / Beneficiaries.
20. **Obligations of the Land Owners and the First Confirming Parties:**



Ensure Continuing Marketability: The Land Owners and the First Confirming Parties shall ensure that the Land Owners and the First Confirming Parties makes out a good and marketable title to the said Property free from all encumbrances, liabilities and restrictions whatsoever, including for satisfying the banks and financial institutions, but notwithstanding the same, the Land Owners and the First Confirming Parties shall remain liable to rectify defects and deficiencies, if any, in the title at their own costs till the completion of the Project. The Land Owners and the First Confirming Parties hereby covenant to ensure that the title to the said Property remains good and marketable till completion of the Project and transfer of all Saleable Spaces and is also good enough for obtaining of housing loans by the Transferees.

- 20.2 **Encumbrance or Liability Found :** Notwithstanding the aforesaid, in case at any time hereafter the said Property or any part thereof be found to be affected by any encumbrance or any liability be found to be due in respect of the said Property or any part thereof, then and in such event the Land Owners and the First Confirming Parties shall be liable at its own costs to have the same cleared and in case the Land Owners and the First Confirming Parties fail to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Land Owners and the First Confirming Parties, and adjust such costs from the Land Owners' Allocation. However, the obligation of evicting the occupant from one small shop on the south-eastern corner of the said Premises shall be that of the Developer; as also hereinbefore mentioned.
- 20.3 **Approvals and Sanction Plan:** The application for sanction of Building Plans and also application for all other Land related approvals shall be made in the name of the Land Owners or the First Confirming Parties, as applicable. Though the Building Plan and all other Land related approvals shall be obtained in the name of Land Owners or the First Confirming Parties, as applicable, the Developer will be Joint beneficiary of the same alongwith the Owners.
- 20.4 **No Dealing with the Said Property:** The Land Owners and the First Confirming Parties hereby covenant not to sell, transfer, assign, let out, grant lease, mortgage, charge or otherwise deal with or dispose of the Said Property or any of them or any portions thereof save and except that the Land Owners' Allocation and the Developer's Allocation shall be sold in the manner envisaged by this Agreement.
- 20.5 **Documentation and Information:** The Land Owners and the First Confirming Parties undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time, including relating to its title and the representations made herein.
- 20.6 **No Obstruction in Construction:** The Land Owners and the First Confirming Parties hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.



No Obstruction in Developer Dealing with Developer's Allocation: The Land Owners and the First Confirming Parties hereby agrees and covenants with the Developer not to do any act deed or thing whereby the Developer is prevented from enjoying, selling, assigning and/or disposing of the any part or portion of the Developer's Allocation.

- 20.8 Execution of Sale Deeds in favour of Transferees:** The Land Owners shall from time to time, as and when required by and at the request of the Developer, execute and register sale / transfer deed or deeds or other documents of transfer for sale, transfer or disposal of Saleable Spaces comprised in the Developer's Allocation together with or independent of or independently the land comprised in the said Property attributable thereto and/or earmarked therefor in favour of the respective Transferees thereof without raising any objection whatsoever, without prejudice to the right and entitlement of the Developer to have the same executed and registered on behalf of the Land Owners and the First Confirming Parties by the attorneys appointed by the Land Owners and the First Confirming Parties pursuant to this agreement. All costs and expenses for execution and registration of such agreements and/or documents of transfer shall be borne and paid by the prospective Transferee
- 20.9 Co-operation with Developer:** The Land Owners and the First Confirming Parties undertake to fully co-operate with the Developer for development of the Said Property.
- 20.10 Adherence by Land Owners:** The Land Owners and the First Confirming Parties have assured the Developer that they shall adhere to this Agreement and comply with its terms and conditions.
- 20.11 Act in Good Faith:** The Land Owners and the First Confirming Parties undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 20.12 Compliance with Law:** The Land Owners and the First Confirming Parties hereby agree and covenant with the Developer to comply with the provisions of the law applicable to ownership of the Land and transfer of the New Buildings.
- 21. Indemnity:**
- 21.1 By the Developer:** The Developer hereby agrees to keep the Land Owners and the First Confirming Parties saved harmless and indemnified from the date of commencement of construction till a period of 24 months after the date of completion of construction, against liability suffered by the Land Owners or the First Confirming Parties, as applicable, in relation to the construction work of the New Buildings.
- 21.2 By Land Owners :** The Land Owners and the First Confirming Parties hereby 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 Developer in the course of implementing the Project, including those resulting from any defect or deficiency in title of the said Property or from any of the representations of the Land Owners being incorrect or from any breach or violation by the Land Owners or the First Confirming Parties.

22. Miscellaneous:

- 22.1 **No Partnership:** The Land Owners and the First Confirming Parties on the one hand and the Developer on the other hand have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.2 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 22.3 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Land Owners and the First Confirming Parties. Further, various applications and other documents may be required to be signed or made by the Land Owners and the First Confirming Parties relating to which specific provisions may not have been made herein. The Land Owners and the First Confirming Parties hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Land Owners and the First Confirming Parties also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 22.4 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 22.5 **Name of New Buildings:** The name of the Project / New Buildings shall be decided by the Developer and the same shall be branded and marketed by the Developer. The address of the project will preferably be 59A, Sarat Bose Road.
- 22.8 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Property or any part thereof to the Developer by the Land Owners and the First Confirming Parties or as creating any right, title or interest therein in favour of the Developer except to develop the Said Property in terms of this Agreement.
- 22.9 A hoarding / sign containing name of Developer will be permitted to be installed on façade of the Building.



Acquisition: In case the said Property and/or any portion thereof is acquired by the Government or any other Body or Authority, then in that event the Parties shall contest and challenge such acquisition. If however, acquisition becomes inevitable, then the provisions following shall be applicable:

22.10.1 Acquisition prior to the commencement of development: In case of acquisition or requisition of the said Property prior to the commencement of development, this agreement will come to an end and the Land Owners and the First Confirming Parties shall within 15 days thereof refund to the Developer all amounts paid and/or deposited and/or incurred by the Developer pursuant to and under this agreement till then, whereupon the Developer shall make over possession of the said Property to the Land Owners / First Confirming Parties, if the same shall have been delivered to the Developer by then. In case of delay in such refund by the Land Owners and the First Confirming Parties beyond the said period of 15 days, the Land Owners and the First Confirming Parties shall also be liable to pay interest thereon @18% per annum.

22.10.2 Acquisition after the commencement and prior to completion: In the case of acquisition or requisition of the said Property after the commencement of development and prior to completion of development, then the compensation shall be shared in the same proportion in which they have agreed to share the areas as hereinbefore stated (i.e. in the ratio of 55 : 45) and the Land Owners and the First Confirming Parties shall forthwith refund to the Developer all amounts paid and/or deposited by the Developer to the Land Owners and/or the First Confirming Parties pursuant to and under this agreement till then, if not already refunded by then in full.

22.10.3 Acquisition after completion of the development: In case of acquisition or requisition of the said Property after completion of the development herein envisaged, then the Land Owners and the First Confirming Parties on the one hand and the Developer on the other hand shall share the compensation in the ratio hereinbefore mentioned and the Land Owners and the First Confirming Parties shall forthwith refund to the Developer all amounts paid and/or deposited by the Developer to the Land Owners and/or the First Confirming Parties pursuant to and under this agreement, if not already refunded by then in full.

22.11 Stamp duty on this agreement: Stamp duty payable on this agreement shall be to the account of the Developer.

23. Force Majeure:

23.1 Meaning: Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood,



lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders. It is made clear that escalation in price and/or non-availability of steel, labour and other building materials shall not be constructed as Force Majeure.

- 23.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party specifying the nature and extent of the circumstances giving rise to the event/s of force majeure and shall, subject to such information, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Land Owners and the First Confirming Parties nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.
- 23.3 **Reasonable Endeavours:** The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which this agreement may be performed despite the continuance of the event of Force Majeure.
24. **Entire Agreement:**
- 24.1 **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied.
25. **Counterparts:**
- 25.1 **All Originals:** This Agreement is being executed simultaneously in two counterparts, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties.
26. **Severance:**



- 26.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and 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.
- 26.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
- 26.3 **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.
27. **Reservation of Rights:**
- 27.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.
- 27.2 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- 27.3 **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.
- 27.4 **No Continuing Waiver:** A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations



hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

28. **Amendment/Modification:**

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

29. **Notice:**

29.1 **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 or through courier service 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).

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

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

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

29.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider.

29.4 **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.

30. **Arbitration:**

30.1 **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 Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.



Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitral Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996. The parties may approach the Arbitral Tribunal for individual issues.

30.3 Arbitral Tribunal: The Parties irrevocably agree that the Arbitral Tribunal shall consist of three Arbitrators, one to be named by the Land Owners and the other to be named by the Developer. The two Arbitrators so appointed will name the Presiding Arbitrator / Umpire..

30.4 Conduct of Arbitration Proceeding: The Parties irrevocably agree that:

30.4.1 Place: The place of arbitration shall be Kolkata only.

30.4.2 Language: The language of the arbitration shall be English.

30.4.3 Interim Directions: The Arbitral Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

30.4.4 Procedure: The Arbitral Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law and may adopt summary procedure. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings.

30.4.5 Binding Nature: The directions and interim/final award of the Arbitral Tribunal shall be binding on the Parties.

30.4.6 Time Bound : The arbitration proceedings shall be completed and final award passed within a specific time frame of 6 (six) months from the date of reference.

31. Jurisdiction:

31.1 Court: The Courts at Kolkata only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

32. Rules of Interpretation:

32.1 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.

- 32.2 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.
- 32.3 **Gender:** In this Agreement, words denoting any gender including all other genders.
- 32.4 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.
- 32.5 **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 this Agreement.
- 32.6 **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 preceding those terms.
- 32.7 **Headings:** In this Agreement, the heading 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.

SCHEDULE

(said Property / said Premises)

All That the Municipal Premises No. 59A, Sarat Bose Road {formed upon amalgamation of (i) Municipal Premises No. 59A, Sarat Bose Road; (ii) Municipal Premises No. 2/1A, Mohendra Road; and (iii) Municipal Premises No. 2/1B, Mohendra Road;} P.O. Bhowanipore, P.S. Bhowanipore, Ward No.072 of the Kolkata Municipal Corporation, Kolkata 700025, containing a land area of 9 (Nine) Cottahs 3 (Three) Chittacks 31 (Thirty One) Square Feet more or less as per Trust Deed and 9 (Nine) Cottahs 14 (Fourteen) Chittacks 1 (One) Square Feet more or less as per physical survey and butted and bounded as follows:

on the North : By KMC road namely Sarat Bose Road, Kolkata;
 on the East : By premises no. 2/2A, Mahendra Road, Kolkata;
 on the South : By KMC road namely Mahendra Road, Kolkata;
 on the West : By premises no. 2A, Mahendra Road and 2C, Mahendra Road, Kolkata;

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.



33. Execution and Delivery:

33.1 In Witness Whereof the Parties have executed this Agreement on the date mentioned above.

R. Chatterjee
(KISHORE CHATTERJEE)
for self and as constituted attorney of Rajma Chatterjee

Rajma Chatterjee (TRIDIA CHATTERJEE)
Rajma Chatterjee (RAJMA CHATTERJEE)
Sanjukta Chatterjee

Ananda Chatterjee

executed this Agreement on the date *Kaustubh Chatterjee*

Ananda Chatterjee
FOR SELF & AS CONSTITUTED ATTORNEY OF
DINATI CHATTERJEE & ARJUN CHATTERJEE

R. Chatterjee
as constituted attorney of Rajma Chatterjee
Rajma Chatterjee

Tanuja Chatterjee
Sneha Chatterjee
Shubh Chatterjee
Rajma Chatterjee

Land Owners/Trustee

First Confirming Parties / Beneficiaries

ADITRI PROPERTIES PVT. LTD.

Shantanu Chatterjee
Director / Auth. Signatory

Wellside Properties Pvt. Ltd

Shantanu Chatterjee
Director/Authorised Signatory

Wellside Properties Pvt. Ltd

Prithvi Chatterjee
Director/Authorised Signatory

Developer

Second Confirming Parties / Erstwhile Developer

Witnesses:

Signature *Sumanta Chakraborty* Signature *Nandini Roy Chowdhuri*

Name SUMANTA CHAKRABORTY

Name NANDINI ROY CHOWDHURI

Father's Name SUBAL CHAKRABORTY

Father's Name Late TAPAN DUTTA

Address 23, JANATA SARANI
HINDMOTOKI HOBCHALLY
PIN: 712233

Address 2B, MAHENDRA ROAD
KOLKATA - 700025

Drafted by me

Pradyumn Chatterjee
Advocate, High Court, Calcutta
Saraogi & Co., Advocates
4C & 4E Punwani Chambers
7B Kiran Shankar Roy Road
Kolkata 700001



**Annexure "A"
(specifications)**

1. **Structure:**
R.C.C. framed structure.
2. **Flooring:**
 - a. **Common area:**
Lift shaft/ Corridors/ Stairs : *Marble / Granite flooring*
 - 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 Vitrified tiles flooring.
 - Glazed / Ceramic tiled ado 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-out 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 as per Architect's instruction.
 - 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.



Annexure-B

Allocation

Sl. No.	Name of the Owners / Beneficiaries	Built-up Area as per Plan (Sq.ft.)	Location	Status	Gr. Fl. (Sq.ft.)
1	Kishore Chatterjee	1841	4th (S.E.N)	Residential	182 (office)
2	Binati Chatterjee Arindam Chatterjee Arijit Chatterjee	793 + 1094 =1887	3rd (S.W) 3rd (N.E.W)	Residential Residential	
3	Rajiv Chatterjee	1217	3rd (S.E)	Residential	
4	Tanuka Chatterjee Sneha Chatterjee Shaunak Chatterjee	791 + 448 =1239	4th (N.E.W)	Residential	
5	Tridib Chatterjee	791 + 653 =1444	2nd (N.E.W)	Residential	
6	Rejina Chatterjee	1648 + 835 = 2483	1st (S.E.W) 2nd (S.E)	Commercial Residential	
7	Developer	791 653 788 1137 1959 1137 1959	1st (N.E.W) 1st (E) 2nd (S.W) 5th (N.E.W) 5th (S.E.W) 6th (N.E.W) 6th (S.E.W)	Residential Residential	159 (shop)



Annexure - C

(Deposit)

Sl. No.	Land Owners' Name	Total	Paid	Payable
1.	Rajib Chatterjee	10,00,000.00	10,00,000.00	---
2.	Arindam Chatterjee	7,15,729.00	7,15,729.00	---
3.	Kishore Chatterjee	10,00,000.00	---	10,00,000.00
4.	Taunka Chatterjee	10,00,000.00	9,31,482.00	68,518.00
5.	Tridib Chatterjee	4,46,409.00	---	4,46,409.00
6.	Rejina Chatterjee	4,34,812.00	---	4,34,812.00
	Total	45,96,950.00	26,47,211.00	19,49,739.00

Signature

Ananta Chatterjee

W. Sec -

Taunka Chatterjee

Chatterjee



SPECIMEN FORM FOR TEN FINGERPRINTS



M. K...

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



M. K...

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



Kaj...

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



T...

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



SPECIMEN FORM FOR TEN FINGERPRINTS



Arundin Chetty

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



Kavish Chetty

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



Sneha Chatterjee

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



Shantanu Chatterjee

LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
RIGHT HAND	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



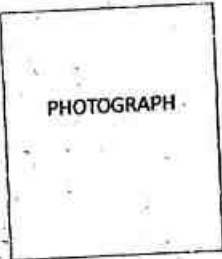
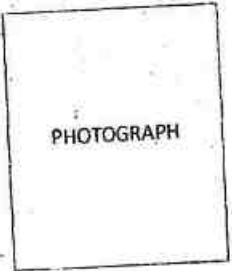
SPECIMEN FORM 1 F

FINGERPRINTS



Sanjay Chawla

Anil Chawla



LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER



आयकर विभाग
INCOME TAX DEPARTMENT

KISHORE CHATTERJEE

ANIL KUMAR CHATTERJEE

17/04/1939

आयकर विभाग

ACCPC5617R

W. ceu - 6

24072014

भारत सरकार
GOVT OF INDIA



W. ceu - 6



Major Information of the Deed

No :	1-1902-06418/2022	Date of Registration	10/06/2022
Sl. No / Year	1902-2001656938/2022	Office where deed is registered	
Query Date	02/06/2022 5:14:30 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	SARAOGI AND COMPANY Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9874682423, 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 : 45,96,950/-]		
Set Forth value	Market Value		
	Rs. 7,98,20,974/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 46,075/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



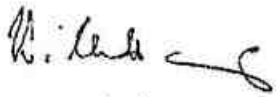
Land Details :

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Sarat Bose Road, Road Zone : (Paddapukur – Hazra Road (Ward No. 72)) , , Premises No: 59A, , Ward No: 072 Pin Code. : 700025




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	9 Katha 14 Chatak 1 Sq Ft		7,98,20,974/-	Property is on Road
Grand Total :				16.296Dec	0/-	798,20,974 /-	






Details :
Name Address Photo Finger print and Signature

Name	Photo	Finger Print	Signature
Mr Kishore Chatterjee Son of Late Anil Kumar Chaterjee Executed by: Self, Date of Execution: 10/06/2022 , Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office			
10/06/2022	LTI 10/06/2022	10/06/2022	

59A, Sarat Bose Road, City:- , P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: acxxxxx7r, Aadhaar No: 22xxxxxxxx0599, Status :Individual, Executed by: Self, Date of Execution: 10/06/2022 , Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office

Name	Photo	Finger Print	Signature
2 Mr Tridib Surath Chatterjee Son of Late Surath Chaterjee Executed by: Self, Date of Execution: 10/06/2022 , Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office			
10/06/2022	LTI 10/06/2022	10/06/2022	

A4, Joyti Sadan Sitaladevi Temple Road, City:- , P.O:- Mahim, P.S:-MAHIM, District:-Mumbai, Maharashtra, India, PIN:- 400016 Sex: Male, By Caste: Hindu, Occupation: Professionals, Citizen of: India, PAN No.:: axxxxxx0m, Aadhaar No: 79xxxxxxxx9692, Status :Individual, Executed by: Self, Date of Execution: 10/06/2022 , Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office

Name	Photo	Finger Print	Signature
3 Mr Rajiv Chatterjee, (Alias: Mr Rajib Chatterjee) Son of Late Monindra Kumar Chaterjee Executed by: Self, Date of Execution: 10/06/2022 , Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office			
10/06/2022	LTI 10/06/2022	10/06/2022	

59A, Sarat Bose Road, City:- , P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: abxxxxx2e, Aadhaar No: 55xxxxxxxx8768, Status :Individual, Executed by: Self, Date of Execution: 10/06/2022 , Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office



Tanuka Chatterjee
Wife of Late Sanjib
Chatterjee
Executed by: Self, Date of
Execution: 10/06/2022
, Admitted by: Self, Date of
Admission: 10/06/2022 ,Place
: Office



10/06/2022



LTI
10/06/2022

Signature
Tanuka Chatterjee

10/06/2022

59A, Sarat Bose Road, City:- , P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South24-Parganas,
West Bengal, India, PIN:- 700025 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen
of: India, PAN No.:: ahxxxxx6d,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed
by: Self, Date of Execution: 10/06/2022
, Admitted by: Self, Date of Admision: 10/06/2022 ,Place : Office

5 Mrs Rejina Chatterjee

Daughter of Late Sailendra Kumar Chaterjee 59A, Sarat Bose Road, City:- , P.O:- Bhawanipore, P.S:-
Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 Sex: Female, By Caste: Hindu,
Occupation: House wife, Citizen of: India, PAN No.:: aixxxxx7b,Aadhaar No Not Provided by UIDAI, Status
:Individual, Executed by: Attorney, Executed by: Attorney

6

Name
Mr Arindam Alope
Chatterjee, (Alias: Mr
Arindam A Chatterjee)
Son of Late Alok Anil
Chaterjee
Executed by: Self, Date of
Execution: 10/06/2022
, Admitted by: Self, Date of
Admission: 10/06/2022 ,Place
: Office



10/06/2022



LTI
10/06/2022

Signature
Arindam Chatterjee

10/06/2022

Begur, City:- , P.O:- Bommanahalli, P.S:-MADIVALA, District:-Bangalore, Karnataka, India, PIN:-
560068 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: aaxxxxx8e,
Aadhaar No: 93xxxxxxxx3598, Status :Individual, Executed by: Self, Date of Execution:
10/06/2022
, Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office

7

Name
Mr Kaushik Chatterjee
Son of Mr Kishor Chaterjee
Executed by: Self, Date of
Execution: 10/06/2022
, Admitted by: Self, Date of
Admission: 10/06/2022 ,Place
: Office



10/06/2022

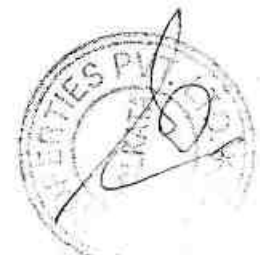


LTI
10/06/2022




Signature
Kaushik Chatterjee

10/06/2022




59A, Sarat Bose Road, City:- , P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South24-Parganas,
West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of:
India, PAN No.:: aexxxxx0h, Aadhaar No: 92xxxxxxxx2075, Status :Confirming Party, Executed
by: Self, Date of Execution: 10/06/2022
, Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office



of Late Alok A Chatterjee Begur, Bommanahalli, City:- , P.O:- Bommanahalli, P.S:-MADIVALA, District:- Bangalore, Karnataka, India, PIN:- 560068 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: aaixxxxx3e, Aadhaar No: 60xxxxxxx9270, Status :Individual, Executed by: Attorney, Executed by: Attorney

Name	Photo	Finger Print	Signature
Mrs Sneha Chatterjee Daughter of Late Sanjib Chatterjee Executed by: Self, Date of Execution: 10/06/2022 , Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office			
10/06/2022	LTI	10/06/2022	10/06/2022

59A, Sarat Bose Road, City:- , P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South24-Parganas, West Bengal, India, PIN:- 700025 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: bbxxxxx1f, Aadhaar No: 55xxxxxxx1617, Status :Individual, Executed by: Self, Date of Execution: 10/06/2022 , Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Mr Shaunak Chatterjee Son of Late Sanjib Chatterjee Executed by: Self, Date of Execution: 10/06/2022 , Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office			
10/06/2022	LTI	10/06/2022	10/06/2022

59A, Sarat Bose Road, City:- , P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South24-Parganas, West Bengal, India, PIN:- 700025 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: bexxxxx8a, Aadhaar No: 51xxxxxxx4866, Status :Individual, Executed by: Self, Date of Execution: 10/06/2022 , Admitted by: Self, Date of Admission: 10/06/2022 ,Place : Office

11 WELLSIDE PROPERTIES PRIVATE LIMITED
 2C, Mahendra Road, City:- , P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 , PAN No.:: AAxxxxx4A,Aadhaar No Not Provided by UIDAI, Status :Organization as Confirming Party, Executed by: Representative, Executed by: Representative

12 Mr Arijeet Alope Chatterjee
 Son of Late Alope A Chatterjee 2003, Greenage Hosur Road, City:- , P.O:- Bommanahalli, P.S:-MADIVALA, District:-Bangalore, Karnataka, India, PIN:- 560068 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: acxxxxx7n, Aadhaar No: 84xxxxxxx9670, Status :Individual, Executed by: Attorney, Executed by: Attorney



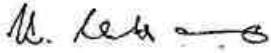
Developer Details :

Sl No	Name-Address-Photo-Finger print and Signature
1	ADITRI PROPERTIES PRIVATE LIMITED 2C, Mahendra Road, City:- , P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 , PAN No.:: AAxxxxx8B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



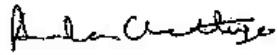


Details :

Name Address, Photo, Finger print and Signature




Name	Photo	Finger Print	Signature
Mr Kishore Chatterjee Son of Late Anil Kumar Chatterjee Date of Execution - 10/06/2022, , Admitted by: Self, Date of Admission: 10/06/2022, Place of Admission of Execution: Office	 Jun 10 2022 6:00PM	 LTI 10/06/2022	 10/06/2022

59A, Sarat Bose Road, City:- , P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025, Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, , PAN No.:: ACxxxxxx7R, Aadhaar No: 22xxxxxxxx0599 Status : Attorney, Attorney of : Mrs Rejina Chatterjee

Name	Photo	Finger Print	Signature
Mr Arindam Alope Chatterjee, (Alias Name: Mr Arindam A Chatterjee) Son of Late Alope Chatterjee Date of Execution - 10/06/2022, , Admitted by: Self, Date of Admission: 10/06/2022, Place of Admission of Execution: Office	 Jun 10 2022 6:01PM	 LTI 10/06/2022	 10/06/2022



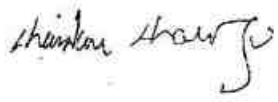
Begur, City:- , P.O:- Bommanahalli, P.S:-MADIVALA, District:-Bangalore, Kamataka, India, PIN:- 560068 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , PAN No.:: AAxxxxxx8E, Aadhaar No: 93xxxxxxxx3598 Status : Attorney, Attorney of : Mrs Binati Alope Chatterjee, Mr Arijeet Alope Chatterjee

Representative Details :




Sl No	Name	Photo	Finger Print	Signature
1	Mr Chandan Chatterjee (Presentant) Son of Late S K Chatterjee Date of Execution - 10/06/2022, , Admitted by: Self, Date of Admission: 10/06/2022, Place of Admission of Execution: Office	 Jun 10 2022 9:58PM	 LTI 10/06/2022	 10/06/2022

2/2A, Mahendra Road, City:- , P.O:- Bhowanipore, P.S:-Bhawanipore, 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 : ADITRI PROPERTIES PRIVATE LIMITED (as Director)





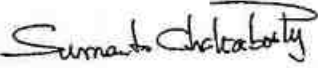
Chandan Chatterjee Son of Late S K Chatterjee Date of Execution - 10/06/2022, , Admitted by: Self, Date of Admission: 10/06/2022, Place of Admission of Execution: Office	 Jun 10 2022 5:58PM	 LTI 10/06/2022	Signature  10/06/2022
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2/2A, Mahendra Road, City:- , P.O:- Bhowanipore, P.S:-Bhawanipore, 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 : **WELLSIDE PROPERTIES PRIVATE LIMITED**

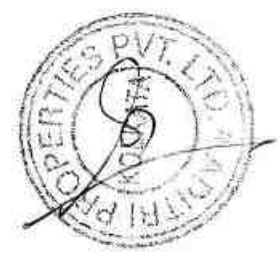
3 Mr Amit Bajoria Son of Late S K Bajoria Date of Execution - 10/06/2022, , Admitted by: Self, Date of Admission: 10/06/2022, Place of Admission of Execution: Office	 Jun 10 2022 5:59PM	 LTI 10/06/2022	Signature  10/06/2022
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7C, Priyanath Mullick Road, City:- , P.O:- Bhowanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHxxxxxx0Q, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : **WELLSIDE PROPERTIES PRIVATE LIMITED**

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sumanta Chakraborty Son of Mr Subal Chakraborty 23, Janata Sarani, City:- , P.O:- Hindmotor, P.S:-Uttarpara, District:- Hooghly, West Bengal, India, PIN:- 712233			
	10/06/2022	10/06/2022	10/06/2022

Identifier Of Mr Kishore Chatterjee, Mr Tridib Surath Chatterjee, Mr Rajiv Chatterjee, Mrs Tanuka Chatterjee, Mr Arindam Alope Chatterjee, Mr Kaushik Chatterjee, Mrs Sneha Chatterjee, Mr Shaunak Chatterjee, Mr Chandan Chatterjee, Mr Chandan Chatterjee, Mr Amit Bajoria, Mr Kishore Chatterjee, Mr Arindam Alope Chatterjee,



From	To. with area (Name-Area)
Mr Kishore Chatterjee	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec
Mr Tridib Surath Chatterjee	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec
Mr Rajiv Chatterjee	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec
4 Mrs Tanuka Chatterjee	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec
5 Mrs Rejina Chatterjee	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec
6 Mr Arindam Alope Chatterjee	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec
7 Mrs Binati Alope Chatterjee	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec
8	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec
9	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec
10 Mrs Sneha Chatterjee	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec
11 Mr Shaunak Chatterjee	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec
12 Mr Arijeet Alope Chatterjee	ADITRI PROPERTIES PRIVATE LIMITED-1.358 Dec



16-2022

Declaration 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 of Indian Stamp Act 1899.

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

Presented for registration at 16:42 hrs on 10-06-2022, at the Office of the A.R.A. - II KOLKATA by Mr Chandan Chatterjee .

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 7,98,20,974/-

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

Execution is admitted on 10/06/2022 by 1. Mr Kishore Chatterjee, Son of Late Anil Kumar Chatterjee, 59A, Road: Sarat Bose Road, P.O: Bhawanipore, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Retired Person, 2. Mr Tridib Surath Chatterjee, Son of Late Surath Chatterjee, A4, Joyti Sadan Sitaladevi Temple Road, P.O: Mahim, Thana: MAHIM, Mumbai, MAHARASHTRA, India, PIN - 400016, by caste Hindu, by Profession Professionals, 3. Mr Rajiv Chatterjee, Alias Mr Rajib Chatterjee, Son of Late Monindra Kumar Chatterjee, 59A, Road: Sarat Bose Road, P.O: Bhawanipore, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Business, 4. Mrs Tanuka Chatterjee, Wife of Late Sanjib Chatterjee, 59A, Road: Sarat Bose Road, P.O: Bhawanipore, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession House wife, 5. Mr Arindam Alope Chatterjee, Alias Mr Arindam A Chatterjee, Son of Late Alok Anil Chatterjee, Begur, P.O: Bommanahalli, Thana: MADIVALA, Bangalore, KARNATAKA, India, PIN - 560068, by caste Hindu, by Profession Business, 6. Mr Kaushik Chatterjee, Son of Mr Kishor Chatterjee, 59A, Road: Sarat Bose Road, P.O: Bhawanipore, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Business, 7. Mrs Sneha Chatterjee, Daughter of Late Sanjib Chatterjee, 59A, Road: Sarat Bose Road, P.O: Bhawanipore, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession House wife, 8. Mr Shaunak Chatterjee, Son of Late Sanjib Chatterjee, 59A, Road: Sarat Bose Road, P.O: Bhawanipore, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by Profession Business

Indetified by Mr Sumanta Chakraborty, , Son of Mr Subal Chakraborty, 23, Janata Sarani, P.O: Hindmotor, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service

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

Execution is admitted on 10-06-2022 by Mr Chandan Chatterjee, Director, ADITRI PROPERTIES PRIVATE LIMITED, 2C, Mahendra Road, City:-, P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr Sumanta Chakraborty, , Son of Mr Subal Chakraborty, 23, Janata Sarani, P.O: Hindmotor, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service

Execution is admitted on 10-06-2022 by Mr Chandan Chatterjee, Director, WELLSIDE PROPERTIES PRIVATE LIMITED, 2C, Mahendra Road, City:-, P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr Sumanta Chakraborty, , Son of Mr Subal Chakraborty, 23, Janata Sarani, P.O: Hindmotor, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service

Execution is admitted on 10-06-2022 by Mr Amit Bajoria, Director, WELLSIDE PROPERTIES PRIVATE LIMITED, 2C, Mahendra Road, City:-, P.O:- Bhawanipore, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Indetified by Mr Sumanta Chakraborty, , Son of Mr Subal Chakraborty, 23, Janata Sarani, P.O: Hindmotor, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service

Executed by Attorney

1. Execution by Mr Kishore Chatterjee, , Son of Late Anil Kumar Chatterjee, 59A, Sarat Bose Road, P.O: Bhawanipore, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700025, by caste Hindu, by profession Retired Person as the constituted attorney of Mrs Rejina Chatterjee 59A, Road: Sarat Bose Road, P.O: Bhawanipore, Thana: Bhawanipore, South 24-Parganas, WEST BENGAL, India, PIN - 700025 is admitted by him

Indetified by Mr Sumanta Chakraborty, , Son of Mr Subal Chakraborty, 23, Janata Sarani, P.O: Hindmotor, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service



By Mr Anandam Alope Chatterjee, , Mr Arindam A Chatterjee, Son of Late Alope Chatterjee, Begur, P.O: Madivala, Thana: MADIVALA, , Bangalore, KARNATAKA, India, PIN - 560068, by caste Hindu, by profession as the constituted attorney of 1. Mrs Binati Alope Chatterjee, Mrs Binati A Chatterjee Begur, Bommanahalli, Bommanahalli, Thana: MADIVALA, , Bangalore, KARNATAKA, India, PIN - 560068, 2. Mr Arijeet Alope Chatterjee Greenage Hosur Road, P.O: Bommanahalli, Thana: MADIVALA, , Bangalore, KARNATAKA, India, PIN - 560068 admitted by him

Identified by Mr Sumanta Chakraborty, , Son of Mr Subal Chakraborty, 23, Janata Sarani, P.O: Hindmotor, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 46,075/- (B = Rs 45,970/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 45,991/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/06/2022 6:29PM with Govt. Ref. No: 192022230045826188 on 08-06-2022, Amount Rs: 45,991/-, Bank: SBI EPay (SBlePay), Ref. No. 2794804179315 on 08-06-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 75,021/-

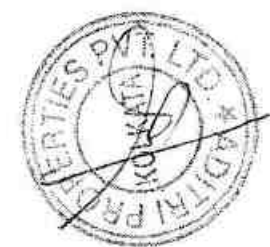
Description of Stamp

1. Stamp: Type: Impressed, Serial no 43766, Amount: Rs.100/-, Date of Purchase: 09/06/2022, Vendor name: S MUKHERJEE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/06/2022 6:29PM with Govt. Ref. No: 192022230045826188 on 08-06-2022, Amount Rs: 75,021/-, Bank: SBI EPay (SBlePay), Ref. No. 2794804179315 on 08-06-2022, Head of Account 0030-02-103-003-02

Signature

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



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1902-2022; Page from 257892 to 257945
being No 190206418 for the year 2022.



Digitally signed by SATYAJIT BISWAS
Date: 2022.06.27 17:00:38 -07:00
Reason: Digital Signing of Deed.

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West Bengal.



(This document is digitally signed.)