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भारतीय गैर न्यायिक

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INDIA NON JUDICIAL

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Certified that the document is admitted to registration. The signature sheet/s and the endorsement sheets attached with this document are the part of this document

Addl. Dist. Sub-Registrar  
Alipora, South 24 Parganas

21 AUG 2019

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made on this the 20th day of August, 2019 (Two Thousand nineteen) -

BETWEEN

(1) SMT. ARUNA BOSE, (PAN-AGRPB8234E), daughter of Late Provat Kumar De and wife of Sri Ajay Kumar Bose & (2) SMT. KALPANA MAJUMDER, (PAN-BEMPM0900G), daughter of Late Provat Kumar De and wife of Sri Kanu Majumdar, both by faith : Hindu, by nationality : Indian, by occupation : Housewife, both are residing at 31, Haripada Dutta Lane, Police Station : Jadavpur, Kolkata : 700033, hereinafter called and referred to as the "OWNERS" which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include respect their respective heirs, executors, administrators, legal representatives, successors, nominees and assigns) of the ONE PART.

A N D

HI-RISE APARTMENT MAKERS PRIVATE LIMITED (PAN-AAACH6689R), a company incorporated under the Companies Act, 1956, having its registered office at 79B, Rash Behari Avenue, P.S. Tollygunge, P.O. Rash Behari Avenue, Kolkata : 700026, hereinafter called the "DEVELOPER" represented by its Director SRI AJOY SEN, (PAN-AJFPS6224A) son of Sri Badal Krishna Sen, residing at 79B, Rash Behari Avenue, P.S. Tollygunge, P.O. Rash Behari Avenue, Kolkata : 700026 (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-interest, representatives and assigns) of the OTHER PART

Kalpana Majumder.

Aruna Bose



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No .....Rs.....Date.....

Name:- ARJUN GOPE, Advocate  
Address:- Alipur Police Court, Kol-27  
Vendor:- .....

I. CHAKRABORTY  
6B, Dr. Rajendra Prasad Sarani  
Kolkata-700001

*Arjun Gu*



*me:12*  
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FOR THE ADVERTISEMENT MANAGERS PVT. LTD.

*Arjun Gu*  
Director



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Aruna Bose



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Kalpana Majumder.

Identified by me  
Malay Das Advocate  
Sudate Ajit Das  
Alipore Judges Court  
Kolkata-700027



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Alipore  
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**WHEREAS** by an Indenture of Sale in Bengali bearing date the 22<sup>nd</sup> day of December, 1956 registered in Book No. I, Volume No. 137, Pages 291 to 294, Being No. 8943 for the year 1956 and made between Smt. Chapala Bala Chowdhury of the One Part as Vendor and the said Provat Kumar De, son of Late Basanta Kumar De of the Other Part as Purchaser, the said Smt. Chapala Bala Choudhury for the consideration therein mentioned granted, conveyed, transferred, assured and assigned unto and to the Provat Kumar De, free from all encumbrances **ALL THAT** piece or parcel of demarcated Bastu land in Rayati Mocarari right containing an area of 2 (two) Cottahs more or less, being Municipal Premises No. 31, Haripada Dutta Lane, Kolkata : 700033 within the Municipal limits of the Corporation of Calcutta, Police Station : Tollygunge now Jadavpur, in the District of 24-Parganas and according to Settlement records the same being demarcated portion of C.S. Plot No. 760 of Mouza : Chandpur, J.L. No. 41, R.S. No. 40, Touzi No. 56 and Khatian No. 57, morefully described in the Schedule of the said Indenture of Sale and bordered Red in the map or plan annexed thereto.

**AND WHEREAS** the said Provat Kumar De thereafter erected and built an asbestos roofed shed with brick walls as the Office rooms and factory of his lock manufacturing business, which he has been carrying on as its Sole Proprietor under the name and style of "De's Lock Industries".

**AND WHEREAS** by an Indenture of Sale in Bengali bearing date the 25<sup>th</sup> day of May, 1957 registered in Book No. I, Volume No. 79, Pages 173 to 178, Being No. 4503 for the year 1957 in the Office of the Sub-Registrar, Alipore Sadar and made between Roufan Bewa and 4 others of the One Part as Vendors and the said Provat Kumar De as Sole Proprietor of De's Lock Industries of the Other Part as Purchaser, the said Roufan Bewa and 4 others for the consideration mentioned therein granted, conveyed, transferred, assured and assigned unto and to the said Provat Kumar De, free from all encumbrances **ALL THAT** piece or parcel of demarcated Bastu land in Rayati Mocarari right containing an area of 3 (three) Cottahs, be the same a little more or less, being formerly the Municipal Premises No. 32 at present Premises No. 31, Haripada Dutta Lane, within the Municipal limits of the Corporation of Calcutta within Police Station : Tollygunge now Jadavpur, in the District of 24-Parganas and according to Settlement Records being the demarcated remaining portion of C.S. Plot No. 760 of Mouza : Chandpur, J.L. No. 41, R.S. No. 40, Touzi No. 56 and Khatian No. 57, morefully described in the Schedule of the said Indenture of Sale and shown and delineated in Red in the map or plan annexed thereto.

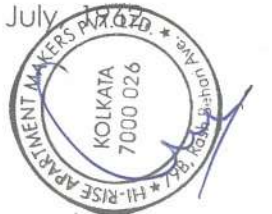
**AND WHEREAS** the said Provat Kumar Dey thereafter erected and built thereon a two-storeyed brick built dwelling house consisting of 6 (six) bed rooms and kitchens, baths, privies etc. and other structures and fixtures for residential purpose.

**AND WHEREAS** thereafter the said Municipal Premises Nos. 31 and 32, Haripada Dutta Lane were amalgamated and presently known as Premises No. 31, Haripada Dutta Lane, Police Station : Jadavpur, Kolkata : 700033 and said Provat Kumar De seized and possessed of **ALL THAT** piece and parcel of land measuring an area of 5 (five) Cottahs, more or less, together with two storied pucca building standing thereon comprised in Mouza : Chandpur, J.L. No. 41, R.S. No. 40, Touzi No. 56 and Khatian No. 57, lying, situate at and being Premises No. 31, Haripada Dutta Lane, Police Station : Jadavpur, Kolkata : 700033, within the limits of the Kolkata Municipal Corporation, in its Ward No. 94, District : 24-Parganas (South), morefully described in the **FIRST SCHEDULE** hereunder written, free from all encumbrances whatsoever.

**AND WHEREAS** thereafter while thus seized and possessed of and sufficiently entitled to the said property, said Provat Kumar De gifted and transferred the said property unto and in favour of his wife Smt. Anima De by way of a Deed of Gift dated 17<sup>th</sup> day of July

*Chapala Majumdar*

*Aseena Bose*





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which was executed and registered before the Office of the Sub-Registry, Alipore Sadar and duly recorded in Book No. 1, Volume No. 3, pages 130 to 136, being No. 6084, for the year 1962.

**AND WHEREAS** said Smt. Anima De mutated her name before the Kolkata Municipal Corporation as the lawful owner thereof in respect of the said property being Premises No. 31, Haripada Dutta Lane, Police Station : Jadavpur, Kolkata : 700033 and paid relevant taxes and outgoings to the said authority regularly.

**AND WHEREAS** said Smt. Anima De executed and registered a Family Settlement Deed dated 24<sup>th</sup> November, 1986 in respect of the said property, wherein she settled the said property in favour of her two daughters namely – Smt. Aruna Bose and Smt. Kalpana Majumdar and the said deed was executed and registered before the Office of the District Sub-Registrar, Alipore and duly recorded in Book No. 1, Volume No. 382, pages 158 to 171, being No. 18972 for the year 1986.

**AND WHEREAS** Provat Kumar De died on 16.09.1995 and Smt. Anima De died on 28.08.2016 and after their demise Smt. Aruna Bose and Smt. Kalpana Majumdar became the joint owners of the **SCHEDULE** property in terms of the aforesaid Family Settlement Deed dated 24<sup>th</sup> November, 1986.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES** as follows :-

1.. **Subject Matter of Agreement :**

- 1.1 **Development of Said Premises :** Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) in respect of **ALL THAT** piece and parcel of land measuring an area of 5 (five) Cottahs, more or less, together with two storied pucca building standing thereon comprised in Mouza : Chandpur, J.L. No. 41, R.S. No. 40, Touzi No. 56 and Khatian No. 57, lying, situate at and being Premises No. 31, Haripada Dutta Lane, Police Station : Jadavpur, Kolkata : 700033, within the limits of the Kolkata Municipal Corporation, in its Ward No. 94, District : 24-Parganas (South) described in the **FIRST SCHEDULE** below, by construction of a ready-to-use new Ground plus Four Storied (G+IV) building on the Said Premises (New Building).
- 1.2 **Allocation and Demarcation of Respective Entitlements :** On the basis of the proposed architectural plan of the New Building (Building Plan), the demarcation of the respective entitlements of the Owners and the Developer has been done by mutual consent. On sanction of the Building Plan, such demarcation of the respective entitlements on actual measurement shall be reaffirmed and recorded in a separate instrument, , which shall in such event form a part of this Agreement.

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

- 2.1 **Owners' Representations about Title :** The Owners have represented and warranted to the Developer about the title as follows:-
- 2.1.1 **Devolution of Title :** The Owners became the joint owners of the Said Premises in the manner as aforesaid, the contents of which are all true, correct and cross verified by the Developer.
- 2.1.2 **Mutation :** The Owners have not yet mutated their names as the owners of the Said Premises in the records of the Kolkata Municipal Corporation (KMC) and have been paying regularly the applicable rates and taxes to the KMC.

Aruna Bose



Kalpana Majumdar.



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- 2.1.3 **Owners' Representations about Encumbrances:** The Owners have represented and warranted to the Developer about encumbrances as follows :-
- 2.1.4 **No Previous Agreement :** The Owners have not entered into any agreement for sale or lease or transfer or development of the Said Premises with any person or persons.
- 2.1.5 **No Prejudicial Act:** The Owners have neither 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.
- 2.1.6 **No Requisition or Acquisition :** The Said Premises is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 2.1.7 **Owners have Marketable Title:** The right, title and interest of the Owners in the Said Premises is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and lispendens.
- 2.1.8 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 2.2 **Developer's Representations :** The Developer has represented and warranted to the Owners as follows:
- 2.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 2.2.2 **Financial Arrangements :** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Premises, inter alia by way of construction of the New Building on the Said Premises.
- 2.2.3 **No Abandonment:** The Developer shall not abandon, delay or neglect the project of development of the Said Premises and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Premises.
- 2.2.4 **Developer has Authority :** The Developer has full authority to enter into this Agreement.
- 2.2.5 **Developer has Statutory Approval and Licenses :** The Developer has all the statutory approvals and licenses required for development of the property and also for all such functions as mentioned herein.
- 2.3 **Decision to Develop:** The Owners have decided to develop the Said Premises. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Premises by constructing the New Building (Project).
- 2.4 **Finalization of Terms Based on Reliance on Representations :** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondence and agreement (oral or written) between the Parties] for the Project are being recorded in this Agreement.

*Kalpama Majumder*

*Aseena Bose*





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**Kolkata-700027**



### 3.. Basic Understanding:

- 3.1 **Development of Said Premises by Construction of New Building:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Premises by construction of the New Building thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs
- 3.2 **Nature and Use of New Building:** The New Building shall be constructed more or less in accordance with the Building Plan to be prepared by an architect (Architect) and sanctioned by the KMC and other statutory authorities concerned with sanction (collectively Planning Authorities) as a ready-to-use Ground plus Four Storied (G+IV) building with specified area, amenities and facilities to be enjoyed in common.

### 4.. Appointment and Commencement

- 4.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 3 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners hereby appoint the Developer as the developer of the Said Premises with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.
- 4.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed, unless cancelled and/or terminated by any of the parties due to non performance of the other.

### 5.. Sanction and Construction :

- 5.1 **Sanction of Building Plan :** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plan. In this regard it is clarified that (1) full potential of FAR of the Said Premises shall be utilized for construction of the New Building (2) the Developer shall be responsible for obtaining all municipal and other approvals needed for the Project (including final sanction of the Building Plan and Completion Certificate) and (3) all costs and fees for sanctions and clearances shall be borne and paid by the Developer. The Developer irrevocably will indemnify the Owners in case any action is taken by KMC or any other statutory body either on account of irregularity or illegality in sanctioning of the Building Plan or in case of execution of construction as per sanctioned Building Plan. After completion of the new building, the Developer shall obtain completion Certificate along with Completion plan issued by the K.M.C..
- 5.2 **Architect and Consultants:** The Owners confirm that they have authorised the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charge shall be paid by the Developer and the Owners shall have no liability or responsibility.
- 5.3 **Construction of New Building:** The Developer shall, as its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the G+IV New Building in accordance with the sanctioned Building Plan. The New Building constructed on the Said Premises shall be a residential - cum - commercial building with Common Portions (defined in Clause 8.5 below).

*Kalpana Majumdar*

*Aseena Bose*





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- 5.4 **Completion Time** : With regard to time of completion of the Project, it has been agreed between the Parties that :
- 5.4.1 **Vacating by Owners**: Subject to the Developer meeting the obligation mentioned in Clause 9.1 below, within 30 (thirty) days of sanction of the Building Plan subject to fulfil the clause no. 9.1 below of this agreement, the Owners shall vacate the Said Premises and hand over khas and vacant possession thereof to the Developer for the purpose of execution of the Project.
- 5.4.2 **Demolition**: After the Owners vacate the Said Premises as aforesaid, the Developer will immediately start demolishing work of the existing structure, which will take 75(seventy five) days from the date of vacating the said Premises by the Owners. The Developer will indemnify the Owners in case any accident and/or untoward incident occurs at the time of demolition.
- 5.4.3 **Completion**: On completion of demolition of the existing structure, the Developer shall commence the construction work and shall erect and complete the New Building within a period of 24 (twenty four) months from the date of completion of demolition work. (Completion Time).
- 5.5 **Common Portions**: The Developer shall at its own costs install and erect in the New Building, common areas, amenities and facilities such as stairways, lift, passages, common lavatory, roof, electric meter room, pump room, reservoir, over head water tank, water pumps and motors, water connection, drainage connection, sewerage connection, power generator and other facilities required for establishment, enjoyment and management of the New Building as described in Third Schedule below (collectively Common Portions).
- 5.6 **Electricity Connection**: For permanent electric connection to the apartments/spaces in the New Building (Units), the intending purchasers (collectively Transferees) shall pay the deposits demanded by CESC Limited and the Owners shall also pay the same for the Units in the Owners' Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owners and the Developer, to the extent of unsold or retained Units in the New Building. All expenditure will be borne by Developer upto installation if main meter.
- 5.7 **Building Materials**: The Developer shall be authorized in the name of the Owners 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 Owners and required for the construction of the New Building but under no circumstances the Owners shall be responsible for any payment and/or the price/value, storage and quality of the building materials.
- 5.8 **Temporary Connections**: The Developer shall be authorized in the name of the Owners 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 Premises, upon payment of all usage charges.
- 5.9 **Modification**: Any amendment or modification to the Building Plan in respect of Owners' Allocation only may be made or caused to be made by the Developer in consultation with and on obtaining written consent of the Owners, within the permissible limits of the Planning Authorities. For Developer's Allocation no consent shall be required from the Owners. Before agreement Preliminary Plan to be shown when the Owners' Allocation will be held, or regarding its extent and position.

Kalpama Majumdar

Aruna Bose





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5.10 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Premises and/or which may affect the mutual interest of the Parties. The Owners shall provide all cooperation that may be necessary for successful completion of the Project, to the extent they are legally tenable and agreed under this agreement

## 6.. Possession and Alternative Accommodation

- 6.1 **Alternative Accommodation:** Till such time the construction of the New Building is completed and the Completion Certificate has been obtained which will be issued by the KMC in respect of the New Building and physical possession of the Owners' Allocation are handed over, whichever is later, the Developer shall provide 1 no., 3 BHK flat and 1 Garage towards the Alternative Accommodation to the Owner no. 3.1, namely Smt. Aruna Bose, within a radius of 1 (one) Km of the Said Premises.
- 6.2 **Tenure of Occupation:** The Owners shall be entitled to occupy the Alternative Accommodation till 30 (thirty) days after the Developer obtaining Completion Certificate of the New Building from the KMC and handing over possession of the Owners' Allocation with the shifting of entire furniture and fixture from alternative accommodation to the newly constructed building. If the Owners do not vacate the Alternative Accommodation within the above period, the Developer shall cease to be liable to pay the rents thereof. In addition, all consequences and financial losses arising in this regard there after shall be borne by the Owners.

## 7.. Powers and Authorities

- 7.1 **Power of Attorney for Building Plan Sanction:** The Owners shall grant to the Developer a Power of Attorney for the purpose of getting the Building Plan sanctioned/revalidated/ modified/ altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building.
- 7.2 **Power of Attorney for Construction and Sale of Developer's Allocation:** The Owners shall grant to the Developer a Power of Attorney for construction of the New Building and booking of the Developer's Allocation (defined in Clause 12.1 below).
- 7.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plan etc. for enabling the Developer to lawfully perform all obligations under this Agreement on due perusal and approval of the same, given reasonable time to that extent to get it endorsed through their own legal adviser.

## 8.. Owners' Consideration

- 8.1 **Owners' Allocation :** Subject to the provisions of agreement, the Developer shall, at its own costs and expenses, construct, finish, complete in all respect and make available to the Owners in tenantable condition and according to the Building Plan the Owners herein shall get the 50% of the constructed area on the flats and proportionate area in the Ground Floor including the car parking spaces of the newly constructed building together with proportionate share of the Common Portions and the land contained in the Said Premises.

## 9. Developer's Consideration

- 9.1 **Developer's Allocation :** The Developer on complying with and fulfilling Clause and its other obligations under this Agreement shall be fully and completely entitled to the 50% of the constructed area on the flats and proportionate area in

*Kalpana Majumdar*

*Aruna Bose*





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the Ground Floor including the car parking spaces of the newly constructed building together with proportionate share of the Common Portions ~~and the land~~ contained in the Said Premises.

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## 10. Dealing with Respective Allocations

- 10.1 **Demarcation of Respective Allocation:** As mentioned above, on the basis of the proposed Building Plan, the demarcation of the respective entitlements of the Owners and the Developer have been done by mutual consent and on sanction of the Building Plan, such demarcation of the respective entitlements shall be reaffirmed. In case of changes to the sanction of the Building Plan, the Parties shall demarcate their respective allocations based on the Building Plan and the details of such demarcation may be recorded in a separate instrument, which shall act as an extension of these presents.
- 10.2 **Owners' Demarcated Area :** The respective Owners shall be exclusively entitled to their allotments in the Owners' Allocation with exclusive right to transfer or otherwise deal with the same in any manner they deem appropriate, without any right, claim or interest therein whatsoever of the Developer or the other Owners and the Developer and the other Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the respective allotments in the Owners' Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.
- 10.3 **Developer's Demarcated Area :** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 10.4 **Transfer of Developer's Allocation:** In consideration of the Developer completing construction of the New Building (at its own cost and expenses) by utilizing full potential of FAR of the Said Premises and obtaining Completion Certificate and handing over the Owners' Allocation to the Owners first, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Premises and the Building Plan as be attributable to the Developer's Allocation in favour of the Transferees, in such part or parts as shall be required by the Developer. On behalf of the Owners, such conveyances shall be signed by the Developer, who shall be appointed as the constituted attorneys of the Owners. The Developer shall not be allowed to complete the transfer of any portion of the Developer's Allocation before handing over the Owners' Allocation complete in all respects as per this Agreement with the Owners.
- 10.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations, subject to the final approval of Building Plan by KMC.
- 10.6 **Cost of Transfer:** The costs of recording conveyances including stamp duty and

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registration fees and all other expenses relating to documentation shall be borne and paid by the Transferees/Purchasers.

## 11. Municipal Taxes and Outgoings

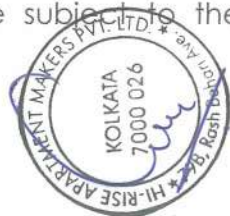
- 11.1 **Relating to Period Prior to Date of Sanction of Building Plan:** All Municipal rates and taxes and outgoings (collectively Rates) on the Said Premises relating to the period prior to the date of vacation of premises Plan shall be borne, paid and discharged by the Owners. It is made specifically clear that all Rates outstanding up to the date of vacation of premises shall remain the liability of the Owners and such dues shall be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 11.2 **Relating to Period After Sanction of the Building Plan:** As on and from the date of sanction of the Building Plan, the Developer shall be solely liable for payment of Rates/taxes in respect of the Said Premises, till such time the New building is ready for occupation and handed over to, the Owners for occupation, after which, the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the Project.

## 12. Possession and Post Completion Maintenance

- 12.1 **Possession of Owners' Allocation :** Within 30 (thirty) days from the date of the New Building being completed with Completion Certificate (Completion Certificate) from KMC and the Owners being notified in writing about the same, the Owners shall take possession of the Owners' Allocation and if the Owners do not take such possession it shall be deemed that the Developer has delivered possession to the Owners.
- 12.2 **Possession Date and Rates:** On and from such date of the Owners taking' physical possession or the date of deemed possession, whichever be earlier (Possession Date), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.
- 12.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities 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.
- 12.4 **Maintenance:** The Developer in consultation with the Owners and other flat owners shall mutually frame a scheme, rules and regulations for the management and administration of the New Building.
- 12.5 **Maintenance Charge :** The Transferees/Occupiers and Owners shall manage and maintain the Common Portions and services of the New Building and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building , water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges including exterior and common area painting, common wiring, pipes, electrical and mechanical equipment and other installations and appliances.

## 13.. Common Restrictions

- 13.1 **Applicable to Both :** The Owners' Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions as are applicable to



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ownership building, intended for common benefit of all occupiers of the New Building.

#### 14.. Obligations of Developer

- 14.1 **Completion of Development within Completion Time:** Save and except for reasons due to Force Majeure (explained in Clause 22 below), the Developer shall complete the entire process of development of the Said Premises within the Completion Time of 24 months from the date of completing the demolition work of the existing premises.
- 14.2 **Damage:** if the completion of the construction does not completed within the stipulated time, then an amount of **Rs.15,000/-** (Rupees fifteen thousand) only per month as damages shall have to be paid by the Developer to the Owners jointly till completion of the Project.
- 14.3 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewerage connection, electrical installation with lift and and all other facilities and amenities as be required to be provided to make the Units ready-for-use as per the specification written in this agreement. Reasonable variance not extending 3 (three) months beyond 24 months in period of completion shall be acceptable to the Parties.
- 14.4 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules, laws and by-laws of all concerned authorities and State Government and Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance of all such rules, laws and by-laws.
- 14.5 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 14.6 **Specifications:** The Developer shall construct the New Building as per the specifications given the 2<sup>nd</sup> Schedule below (Specifications) ;
- 14.7 **Commencement of the Project:** The development of the Said Premises shall commence as per the Specifications, Building Plan, Schemes, Rules, Regulations, By-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no cost, risk and responsibility in respect thereof in any manner whatsoever.
- 14.8 **Construction at Developer's Cost:** The Developer shall construct the New Building solely at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owners against all and/or any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 14.9 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, GST ,works contract tax and other statutory dues shall be paid by the person liable to pay such tax in accordance with law.
- 14.10 **Permission for Construction:** It shall be the exclusive responsibility of the Developer to obtain all permissions required from various Government authorities for sanction of the Building Plan and permission to execute the Project within

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time. The expenses to be incurred for obtaining all such sanctions and permissions shall be solely borne by the Developer.

- 14.11 **No Assignment:** The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owners .
- 14.12 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the New Building or any law relevant in this regard.
- 14.13 **No Obstruction in Dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing off any part or portion of the Owners' Allocation.
- 14.14 **No Possession to Third Party:** The Developer hereby agrees and covenants with the Owners not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owners' Allocation is delivered to the Owners however this shall not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation.
- 14.15 **Obligations on Cancellation:** If for any reason, act, omission, happening and/or circumstances whatsoever and notwithstanding anything mentioned hereinbefore or hereinafter either in these presents or in any other instrument or document of whatsoever nature and character, this Development Agreement gets cancelled and/or terminated at any stage, then the Developer unqualifiedly undertakes to incur, bear, undertake and shoulder all liabilities and responsibilities arising out of or with regard to all such promises, contracts, agreement and instruments involving the Developer's Allocation executed by and between the Developer and third parties under refuge of this Development Agreement. Neither the Owners shall have any privity with the proposed/prospective Transferees nor shall they have any liability towards such proposed/prospective Transferees.

#### 15.. Obligations of Owners

- 15.1 **Co-operation with Developer :** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Premises.
- 15.2 **Act in Good Faith :** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully "completed.
- 15.3 **Documentation and Information :** The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Premises as may be required by the Developer from time to time.
- 15.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 15.5 **No Obstruction in Construction:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Building.
- 15.6 **No Dealing with the Said Premises:** The Owners hereby covenant not to let out, grant



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*Kalyana Majumder.*



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lease, mortgage and/or charge the Said Premises described in Part I of the 1<sup>st</sup> Schedule below or any portions thereof save in the manner envisaged by this Agreement.

## 16.. Indemnity

- 16.1 **By Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 16.2 **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project or any lawful claim by any third party for any defect in title of the Said Premises or any of the Representations of the Owners being incorrect.

## 17. Miscellaneous:

- 17.1 **Essence of the Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 17.2 **Documentation:** The Developer shall be solely responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 17.3 **No Partnership:** The Owners and the Developer 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.
- 17.4 **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.
- 17.5 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New building 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 Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners 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 lawfully required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement and the drafts of the same have been duly approved by the respective lawyers..
- 17.6 **Further Acts:** The Parties at the cost of the Developer shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement and/or better effectuate these presents.

*Kalpana Majumder.*



*Arundha Bose*



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- 17.7 **Name of New Building:** The name of the new building shall be decided mutually between the Developers and Owners at a later stage.
- 17.8 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Said Premises or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the Said Premises in terms of this Agreement provided however the Developer shall be entitled to borrow money for the Project without creating any financial liability on the Owners or adversely affecting their interest in the Said Premises.

#### 18.. Defaults :

- 18.1 **No Cancellation:** None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration. In the event of any default on the part of either Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages. However, if there is any delay in implementing the Project except due to Force Majeure (explained in Clause 22 below), the same shall be justified by the Developer to the Owners to their total satisfaction or otherwise a penalty shall be imposed as mentioned in this Agreement.

#### 19. Force Majeure :

- 19.1 **Meaning :** Force Majeure shall mean and include an event preventing either party from performing any or all of their/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 their/its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, 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, terrorist action, civil commotion, non-availability of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permission or sanction for reasons outside the control of either party) or any relevant Government or Court orders.

#### 20. Amendment / Modification :

- 20.1 **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.

#### 21. Notice :

- 21.1 **Mode of Service :** Any notice or other written communication or in connection with this Agreement may be delivered personally, 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 is otherwise notified by each party from time to time). The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.



Aruna Bose

Kaparna Majumder.



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**22. Arbitration :**

22.1 **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. If the Parties have not settled the disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, and if no decision is reached, the disputes shall be referred to and finally resolved by arbitration by arbitrators (2) each to be appointed by the owners and developer and if no decision is reached, the matter to be referred to an umpire whose decision will be final and conclusive.

**23. Jurisdiction :**

23.1 District Judge, Alipore : In connection with the aforesaid arbitration proceedings, the District Judge, Alipore only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

**FIRST SCHEDULE**

(Said Premises)

**ALL THAT** piece and parcel of land measuring an area of **5** (five) Cottahs, more or less, together with two storied pucca building standing thereon measuring 1750 square feet, out of which Ground Floor having 1000 Square feet and First Floor having 750 square feet comprised in Mouza : Chandpur, J.L. No. 41, R.S. No. 40, Touzi No. 56 and Khatian No. 57, lying, situate at and being Premises No. 31, Haripada Dutta Lane, Police Station : Jadavpur, Kolkata : 700033, within the limits of the Kolkata Municipal Corporation, in its Ward No. 94, District : 24-Parganas (South), which is butted and bounded as follows:-

**ON THE NORTH** : By Premises No. 34/1, Haripada Dutta Lane, Kolkata : 700033 ;  
**ON THE SOUTH** : By Premises No. 30, Haripada Dutta Lane, Kolkata : 700033 ;  
**ON THE EAST** : By property of Probodh Chandra Ghosh and Amal Chakrabarty  
**ON THE WEST** : By 20'-0" wide Haripada Dutta Lane ;

**SECOND SCHEDULE**

(Specification)

**Specification of used Material :**

- Cement : 43 grade like A.C.C. Birla Gold, Lafarge ;
- Sand : Medium Course, Course Sand ;
- Bricks : 1<sup>st</sup> Class picked bricks ;
- Steel : Good grades like TATA Steel ;
- Fabrication of Steel : 19mm.x 12 mm. ;
- Soil Test Report to be shown.

**Brick Work :**

- External Wall : 200/250 mm. thick brick work with cement mortar in proportion (1 : 6) by using Block Brick.
- Partition Wall : 75/125 mm. thick brick work with sand cement mortar in proportion (1 : 4) by using Block Brick and in case of 75 mm. thick wall wire mesh will be used at every 3<sup>rd</sup> / 4<sup>th</sup> Layer.
- Loft : Loft will be provided in each flat at a suitable position.



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**Plastering :**

- Rough brick surface by 19 mm. thick (1 : 6) cement sand prop.
- Finished brick surface by 12 mm. thick (1 : 6) cement sand prop.
- Ceiling 6 10 mm. thick by (1 : 4) cement prop.
- Waterproof compound will be mixed during plastering of external wall.

**Concrete Works :**

- The Iron Rod will be used of Tisco / lisco or equivalent make.
- All reinforced cement concrete will be in prop. 1:1:5:3.
- Ground Floor covered area will be done by Plain Cement concrete in prop. 1 : 2 : 4.
- Other common areas, concrete under footings will be done by plain cement concrete in prop 1 : 3 : 6.

**Floor of Rooms :**

- Bed rooms, verandah, drawing-dining : Marble Slab or anti skid vitrified Tiles.
- Kitchen & Toilet : Marble or Ceramic Tiles.

**Toilet Walls :**

- Upto 2.1 meter height or lintel level finished with ceramic tiles / marbles.

**Staircase :**

- Staircase will be finished with good quality marble and 75 mm. wooden polished handrail over 12 mm. M.S. Square Bar.

**Door :**

- Internal doors of the Flat will be made of 12 mm. thick or good quality ply shutter paneled by 32 mm. thick wooden rail and style fitted on Sal or equivalent wood frame.
- Entrance Door of the respective flat will be made of CP Teak Wood with all brass fittings.

**Windows :**

- Fully glazed Aluminium window fitted with Tilted Glass with integrated grill.
- Windows in the bed rooms should be fitted with vertical glass leaves (open system) except in living-dining.

**Grills :**

- 12 mm. solid square bars will be used for ornamental grill.

**Drainage :**

- Solid and liquid waste, rain water etc. will be disposed through separate HDP Pipe network above GL and SW pipe network below GL.
- The drainage connection will be done as per approved drawing of the Kolkata Municipal Corporation.

**Roof Treatment :**

- Av. 25 mm. thick IPS finished in chequered style or water tight ceramic tiles over a leveling course of average 75 mm. PCC in prop. 1 : 2 : 4 with aqua proof admixture.

**Water Supply :**

- Water will be made available from KMC supply from the underground reservoir through pump of requisite capacity.

**Painting & Finishing :**

- Outside face of external walls : Weather Coat.
- Internal face of the wall : Very good quality plaster of Paris or wall putty.
- Gate and Grills will be painted with two coats of synthetic enamel paints over one/two coats of primer.

**Sanitary Fittings in Toilets :**

The following will be provided :

- Tap with mixing arrangements in toilets.
- Ivory Wash Basin (22" x 16") – Hindware / Parryware or equivalent make.



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- Ivory porcelain Commode of reputed brand - Hindware / Parryware or equivalent make.
- Concealed hot and cold water pipe line with medium pipes of reputed make like Tata (B) type.
- Fittings will be Marc or Jaquar brand.

**Kitchen :**

- Kitchen Platform will be of Black Granite and marble tiles over the kitchen platform upto a height 2'-0".
- Stainless Steel Sink (without drain board) will be provided.

**Electrical Points and Fittings :**

- Concealed PVC conduits, copper wire of desired cores of "Finolex" and/or "Havels" make.
- MS concealed switch box with reputed make switches (Anchor or equivalent) including earthing.
- Separate Meters for all flat owners as well as for common use will be provided at extra cost.
- Havels/Finolex make flexible copper wire will be used for electrical connection.
- 7/20 or 6.00 mm. thick wire for main/power line.
- 3/20 or 2.50 mm. thick wire for D.B. to Junction Box.
- 1/18 or 1.50 mm. thick wire for Junction Box to individual light/fan point.

<u>Points</u>	<u>Drawing/dining</u>	<u>Bed room</u>	<u>Kitchen</u>	<u>Toilet</u>	<u>Verandah</u>
Light	3	2	2	2	1
Fan	2	1			
5 Amp.	5	3	3	1	1
15 Amp.	1	1	2	1	
TV	1	1			
Telephone	1	1			
AC	1	1			
Foot lamp	1	1			
Exhaust Fan			1	1	

**Lift :**

- 1 (one) elevator of Laser make having capacity of 4 (four) passengers will be provided.

**Others :**

- Overhead Tank will be made of R.C.C. and distribution to each unit will be through Tata GI pipe medium (from 1" to 1/2") network.
- From underground tank to overhead tank water will be lifted by Submersible Pump of reputed make and adequate capacity.

**THIRD SCHEDULE**  
(Common Portions)

**I) Areas :**

- Entrance and exits to the premises and the new building.
- Boundary walls and main gate of the said premises.
- Staircase, stair head room and lobbies on all the floors of the new building.
- Vertical shaft, if any.
- Entrance lobby, electric/utility room, water pump room.
- Common installation on the roof.

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

- Drainage and sewerage lines and other installation for the same (except only those as are installed within the exclusive area of any unit and/or exclusively for its use).



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*Kalpana Majumder.*



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- b) Water supply system.
- c) Water pumps, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any unit or exclusively for its use).

III) **Electrical Installation :**

- a) Electrical Wiring and other fittings (excluding only those as are installed exclusively within any Unit and/or exclusively for its use).
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
- d) Elevators.

IV) **Others :** Such other common parts, areas, equipment, installations, fittings, fixtures and spaces in or about the said premises and the new building as are necessary for passage to and/or user of the units in common by the co-owner.

IN WITNESS WHEREOF the PARTIES hereto set and subscribed their hands and seals on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

by the **OWNERS** in presence of :

**WITNESSES:**

BY CHATTERJEE.  
10, MIDDLE RD.  
KOL - 75 -

**SIGNED, SEALED & DELIVERED**

by the **DEVELOPER** in presence of :

*[Handwritten Signature]*

(MANAB KAR) a/BA/10 Tollygunge Road, Kol-33

Drafted by :

Malay Das  
Malay Das Regd No. W.B. 435/1989  
Advocate,  
Alipore Judges' Court,  
Kolkata : 700027.

*[Handwritten Signature: Aruna Bose]*  
*[Handwritten Signature: Kalpana Majumder]*

**OWNERS**

*[Handwritten Signature]*  
**DEVELOPER**

Computer Prints by :

*[Handwritten Signature: D. SEN.]*  
"Onkar"  
Alipore Judges' Court,  
Kolkata : 700027



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**Alipore**  
**20 AUG 2019**  
**South 24 Parganas**  
**Kolkata- 700027**





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20 AUG 2019  
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Kolkata-700027








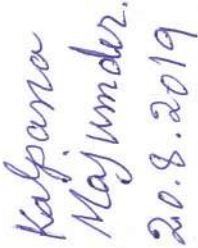



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue



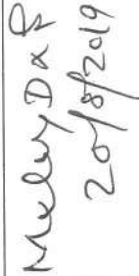
OFFICE OF THE A.D.S.R. ALIPORE, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16050001249756/2019

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs ARUNA BOSE 31, Haripada Datta Lane, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700033	Land Lord			
2	Mrs KALPANA MAJUMDER 31, Haripada Datta Lane, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700033	Land Lord			
3	Mr Ajoy Sen 79B, Rash Behari Avenue, P.O:- Kalighat, P.S:- Tollygunge, District:- South 24-Parganas, West Bengal, India, PIN - 700026	Representative of Developer [HI RISE APARTMENT MAKERS PRIVATE LIMITED]			



SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Malay Das Son of Late Ajit Das Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN - 700027	Mrs ARUNA BOSE, Mrs KALPANA MAJUMDER, Mr Ajoy Sen			 20/08/2019

-----  
 (Sukanya Talukdar)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R.  
 ALIPORE  
 South 24-Parganas, West  
 Bengal





सुपरी बिभागी  
INCOME TAX DEPARTMENT  
KALPANA MAJUMDER  
PRABHAT KUMAR DEY

सुपरी बिभागी  
GOVT. OF INDIA

04/08/1947

Permanent Account Number

**BEMPM0900G**

*Kalpna Majumder*

Signature

*Kalpna Majumder*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

ARUNA BOSE  
PROBHAT KUMAR DE  
24/10/1944

Permanent Account Number

AGRPB8234E

Aruna Bose

Signature



*In case this card is lost / found, kindly inform / return to :*  
Income Tax PAN Services Unit, UITSU  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.  
*यदि कार्ड खो जाये/प्राप्त हो, कृपया सूचना दें/वापस करें :*  
आयकर पैन सेवाएँ यूनिट, UITSU  
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,  
नवी मुंबई-400 614.



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

AJOY SEN

BADAL KRISHNA SEN

28/09/1955

Permanent Account Number

AJFPS6224A

  
Signature



*In case this card is lost/found, kindly inform / return to:*

Income Tax PAN Services Unit, UTITSE  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/सौंपें :

आयकर पैन सेवा मंडल, UTITSE

प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर

नवी मुंबई-400 614



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AAACH6689R



17082018

नाम / Name  
HI RISE APARTMENT MAKERS  
PRIVATE LIMITED

निगमन / गठन की तारीख  
Date of Incorporation / Formation  
08/12/1994

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं:  
आयकर पैन सेवा इकाई, एन एस डी एल  
5 वीं मंजिल, मंत्री स्टर्लिंग,  
प्लॉट नं. 341, सर्वे नं. 997/8,  
मॉडल कॉलोनी, दीप बंगला चौक के पास,  
पुणे - 411 016.



*If this card is lost / someone's lost card is found,  
please inform / return to :*

Income Tax PAN Services Unit, NSDL  
5th Floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: tininfo@nsdl.co.in







ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India  
Government of India

তালিকাভুক্তির আই ডি / Enrollment No. : 1040/21054/31029

To  
Malay Das  
মলয় দাস  
63 W  
TOLLYGUNGE ROAD  
Tollygunge  
Tollygunge, Kolkata  
West Bengal - 700033

19/03/2014



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আপনার আধার সংখ্যা / Your Aadhaar No. :

**4002 7376 2059**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



মলয় দাস  
Malay Das  
পিতা : অজিত দাস  
Father : Ajit Das

জন্মতারিখ/DOB: 01/12/1962  
পুরুষ / Male

**4002 7376 2059**



আধার - সাধারণ মানুষের অধিকার



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

GRN: 19-201920-005949400-1

Payment Mode Online Payment

GRN Date: 16/08/2019 11:31:28

Bank : Bank of Boroda

BRN : 117624621

BRN Date: 16/08/2019 11:34:00

**DEPOSITOR'S DETAILS**

Id No. : 16050001249756/7/2019

[Query No./Query Year]

Name : DEBASISH SEN

Contact No. : Mobile No. : +91 9831031487

E-mail :

Address : 79B RASH BEHARI AVENUE KOLKATA 700026

Applicant Name : Mr Malay Das

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
Payment No 7

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	16050001249756/7/2019	Property Registration- Stamp duty	0030-02-103-003-02	40020
2	16050001249756/7/2019	Property Registration- Registration Fees	0030-03-104-001-16	21

**Total**

**40041**

In Words : Rupees Forty Thousand Forty One only



## Major Information of the Deed

Deed No :	I-1605-05026/2019	Date of Registration	21/08/2019
Query No / Year	1605-0001249756/2019	Office where deed is registered	
Query Date	01/08/2019 10:49:00 AM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Malay Das Alipore Judges Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433183455, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1,84,00,000/-	Rs. 1,84,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,070/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Haripada Datta Lane, , Premises No: 31, , Ward No: 094 Pin Code : 700033

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	5 Katha	1,50,00,000/-	1,50,00,000/-	Property is on Road
Grand Total :				8.25Dec	150,00,000 /-	150,00,000 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1750 Sq Ft.	34,00,000/-	34,00,000/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 750 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		1750 sq ft	34,00,000 /-	34,00,000 /-	



**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Mrs ARUNA BOSE</b>  Wife of Mr Ajay Kumar Bose 31, Haripada Datta Lane, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AGRPB8234E,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 20/08/2019  , Admitted by: Self, Date of Admission: 20/08/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 20/08/2019  , Admitted by: Self, Date of Admission: 20/08/2019 ,Place : Pvt. Residence</p>
2	<p><b>Mrs KALPANA MAJUMDER</b>  Wife of Mr Kanu Majumdar 31, Haripada Datta Lane, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BEMPM0900G,Aadhaar No Not Provided, Status :Individual, Executed by: Self, Date of Execution: 20/08/2019  , Admitted by: Self, Date of Admission: 20/08/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 20/08/2019  , Admitted by: Self, Date of Admission: 20/08/2019 ,Place : Pvt. Residence</p>

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>HI RISE APARTMENT MAKERS PRIVATE LIMITED</b>  79B, Rash Behari Avenue, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026 , PAN No.:: AAACH6689R,Aadhaar No Not Provided, Status :Organization, Executed by: Representative</p>

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Mr Ajoy Sen (Presentant )</b>  Son of Mr Badal Krishna Sen 79B, Rash Behari Avenue, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJFPS6224A,Aadhaar No Not Provided Status : Representative,  Representative of : HI RISE APARTMENT MAKERS PRIVATE LIMITED (as )</p>

**Identifier Details :**

Name	Photo	Finger Print	Signature
<p><b>Mr Malay Das</b>  Son of Late Ajit Das  Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027</p>			
Identifier Of Mrs ARUNA BOSE, Mrs KALPANA MAJUMDER, Mr Ajoy Sen			





Transfe. of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs ARUNA BOSE	HI RISE APARTMENT MAKERS PRIVATE LIMITED-4.125 Dec
2	Mrs KALPANA MAJUMDER	HI RISE APARTMENT MAKERS PRIVATE LIMITED-4.125 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs ARUNA BOSE	HI RISE APARTMENT MAKERS PRIVATE LIMITED-875.00000000 Sq Ft
2	Mrs KALPANA MAJUMDER	HI RISE APARTMENT MAKERS PRIVATE LIMITED-875.00000000 Sq Ft

**Endorsement For Deed Number : I - 160505026 / 2019**

**On 05-08-2019**

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,84,00,000/-



**Sukanya Talukdar**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

**On 20-08-2019**

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

Presented for registration at 17:50 hrs on 20-08-2019, at the Private residence by Mr Ajoy Sen ,.

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

Execution is admitted on 20/08/2019 by 1. Mrs ARUNA BOSE, Wife of Mr Ajay Kumar Bose, 31, Road: Haripada Datta Lane, , P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession House wife, 2. Mrs KALPANA MAJUMDER, Wife of Mr Kanu Majumdar, 31, Road: Haripada Datta Lane, , P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession House wife

Indetified by Mr Malay Das, , Son of Late Ajit Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 20-08-2019 by Mr Ajoy Sen, , HI RISE APARTMENT MAKERS PRIVATE LIMITED (Private Limited Company), 79B, Rash Behari Avenue, P.O:- Kalighat, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700026



Identified by Mr Malay Das, , Son of Late Ajit Das, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate



**Sudikshit Roy Barma**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

**On 21-08-2019**

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

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

**Payment of Fees**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2019 11:34AM with Govt. Ref. No: 192019200059494001 on 16-08-2019, Amount Rs: 21/-, Bank: Bank of Boroda ( BARB0INDIAE), Ref. No. 117624621 on 16-08-2019, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 40,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 287326, Amount: Rs.50/-, Date of Purchase: 21/08/2019, Vendor name: I Chakraborty

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2019 11:34AM with Govt. Ref. No: 192019200059494001 on 16-08-2019, Amount Rs: 40,020/-, Bank: Bank of Boroda ( BARB0INDIAE), Ref. No. 117624621 on 16-08-2019, Head of Account 0030-02-103-003-02



**Sudikshit Roy Barma**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2019, Page from 172249 to 172280  
being No 160505026 for the year 2019.



*Sukanya Talukdar*

Digitally signed by SUKANYA  
TALUKDAR  
Date: 2019.08.30 16:40:55 +05:30  
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 30/08/2019 16:40:12  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)

