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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

70AB 580757

D-2002327272/2022

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is made on this 10th day of August, Two Thousand and Twenty Two

**-BETWEEN-**

Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document.

Additional Dist. Sub Registrar  
Sealdah

22/8/22

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RANJAN KR. MONDAL  
Advocate  
Sealdah Bar Association  
Griminda & Civil Court at  
Kolkata-700014

Sold to.....  
Address.....  
Value.....

- 7 JUL 2022

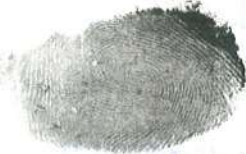
L.S.V., High Court  
Abhijit Barua  
High Court, A.S

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Sanjiv Saha



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Sumit Saha



A.D.S.R., SEALDAH  
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Dist-South 24 Parganas

Identified by me:-  
Deblina Saha

(DEBLINA SAHA)  
Advocate

1. **SRI PRANKRISHNA SARKAR (PAN DXRPS6543F), (AADHAAR NO. 7263 1939 2221)** son of Late Umesh Chandra Sarkar, alias Umesh Sarkar, by faith Hindu, by Nationality Indian, by occupation Service, residing at Premises No. 29/4A Barwaritala Road, Beliaghata, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata
- 2. SRI SUJIT SARKAR (PAN ARKPS6544G), (AADHAAR NO. 3353 1544 8398)** son of late Gopal Chandra Sarkar, by faith Hindu, by Nationality Indian, by occupation Business, residing at Premises No. 16/2A, Beliaghata Main Road, presently known as Dr. Suresh Chandra Banerjee Road, Kolkata 700 010, Post Office and Police Station Beliaghata
- 3. SRI AMAL KRISHNA SARKAR (PAN KJVPS0629M) (Aadhar No. 804477611992),** son of Late Ashwini Kumar Sarkar, by faith Hindu, by occupation Service, residing at Premises No. 29/4A, Barwaritala Road, Beliaghata, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata
- 4. SRI SUMIT SARKAR (PAN DDFPS4225A) (Aadhar No. 943615860097),** son of Late Anadi Prasad Sarkar, by faith Hindu, by occupation Service, residing at Premises No. 29/4A, Barwaritala Road, Beliaghata, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata
- 5. SMT. SRABONI ACHARYA alias SRABANI ACHARYA alias SRABANI SARKAR (PAN EASPS4549J), (AADHAAR NO. 6951 4365 7766)** daughter of Late Anadi Prasad Sarkar, by faith Hindu, by occupation Housewife, residing at Premises No. 12A/H/13, Kalitara Bose Lane, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata
- 6. SRI KHAGENDRA NATH SARKAR (PAN AKWPS4853K) (Aadhaar No. 405560429355)** son of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Retired, residing at Premises No. 1/1B/28, Ram Krishna Naskar Lane, Kolkata- 700 010, Police Station Beliaghata, Post Office Beliaghata
- 7. SRI SUDHIR CHANDRA SARKAR (PAN ALRPS8848L) (Aadhaar No. 303673571821)** son of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Retired, residing at Flat No. 3B, Block 1, Raghunathpur (Dakshinpara) 25 Rajarhat, North 24 Parganas 700 059, Police Station Baguiati, Post Office Raghunathpur,
- 8. SRI DILIP KUMAR SARKAR (PAN ALAPS1585P), (Aadhaar No. 921772537700)** son of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Retired, residing at Premises No. 108/1D/1G, Dr. Sursh Chandra Banerjee Road, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata.
- 9. SMT. NIYATI CHOWDHURI, (PAN AOEPC7826C),** wife of Sri Dilip Chowdhury, daughter of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Housewife, residing at Premises No. 1/66, Azadgarh Colony (Minapara Road), Jadavpur, Kolkata 700 040, Police Station Jadavpur, Post Office Regent Park, hereinafter called the "OWNERS", (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **ONE PART**

AND

**AJMIR TOWER PRIVATE LIMITED, (PAN: AAICA6902G), (CIN NO. U70102WB2010PTC142724),** a Private Limited Company incorporated in accordance with the provisions of the Companies Act 1956, having its Registered Office at Premises No. 1C, East Coolia Road, Kolkata 700 010, Post Office Beliaghata, Police Station Beliaghata, previously at the Premises No.

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Sraboni Acharya

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Amal Krishna Sarkar

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Sudhir Chandra Sarkar

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L. T. I of Khagendra  
Maha Sarkar by the  
pen of Deblina Saha

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Deby Kumar Sarkar



Identified by me:-  
Deblina Saha

(DEBLINA SAHA)

Advocate

D/O:- P. K. Saha.  
Alipore Judges Court.  
Kolkata-700027

B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, represented by one of its Director **SRI RAJU NASKAR, (PAN : ADSPN9015D) (ADHAR No. 6827 1577 2633) (Mobile No. 9831550566)** son of Sri Gobinda Naskar, by Faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at Premises No. 150, Raja Rajendra Lal Mitra Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless repugnant to the context or otherwise be deemed to mean include its Director or Directors, successor-in-interest, successor in office, legal representatives and/or assigns) of the **OTHER PART**.

### **WHEREAS**

1. The Owners No. 1, 2, 3 and 4, 5 by way of inheritance and by virtue of several Deeds of Gift and the Owners No. 6, 7, 8 and 9, by way of inheritance became the absolute owners, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land area measuring about 4 Cottah 6 Chittack be the same little bit more or less, together with structure measuring about 550 Square Feet, comprised in Holding No. 66 & 66A, Division 3, Sub Division 15, Dihi Panchannagram, lying and situated at Premises No. 29D, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, under Assessee No. 110340400550, hereinafter referred to as **FIRST LAND**, morefully and particularly described in the **FIRST SCHEDULE**, written hereunder.
2. It is pertinent to mention herein that **First Land** actually measure about 4 Cottah 4 Chittack 5 Square Feet, but the Deed of Gift has been executed on the basis of land area measuring about **ALL THAT** piece and parcel of land area measuring about 4 Cottah 6 Chittack be the same little bit more or less, together with structure measuring about 550 Square Feet, since the Original Title Deed was not traced out primarily and therefore Deed of Gift was executed on the basis of physical measurement of the **FIRST LAND** which is 4 Cottah 6 Chittack.
3. The Owners No. 1, 2, 3 and 4, 5 by way of inheritance and by virtue of several Deeds of Gift and the Owners No. 6, 7, 8 and 9, by way of inheritance became the absolute owners, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land area measuring about 5 Cottah be the same little bit more or less, together with structure measuring about 720 Square Feet, comprised in Holding No. 68 & 68B, Division 3, Sub Division 15, Dihi Panchannagram, lying and situated at Premises No. 29/4A, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South,



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Identified by me,  
Deblina Saha, A.S.  
D/o P. K. Saha.  
Alipore Judges Court.  
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- now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, hereinafter referred to as the **SECOND LAND**, morefully and particularly described in the **SECOND SCHEDULE**, written hereunder.
4. The First Land and Second Land have been mutated in the name of the **Owners** and the First Land and Second Land have been amalgamated and presently the **First Land and Second Land** jointly accumulate and aggregate after amalgamation being **ALL THAT** piece and parcel of land measuring about **9 Cottah 4 Chittack 5 Square Feet**, lying and situated at Premises No. 29D, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, hereinafter referred to as the **SAID PROPERTY** morefully and particularly described in the **THIRD SCHEDULE**, written hereunder.
  5. The ownership of the Owners and the Devolution of Title as have been derived out is morefully and particularly described in the **Annexure I and Annexure II**, written below, which is the part of these Presents.
  6. Thus the Owners herein became the joint absolute Owners well seized and possessed of and sufficiently entitled to **First Land and Second Land** jointly accumulate and aggregate after amalgamation being **ALL THAT** piece and parcel of land measuring about **9 Cottah 4 Chittack 5 Square Feet**, lying and situated at Premises No. 29D, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, hereinafter referred to as the **SAID PROPERTY** morefully and particularly described in the **THIRD SCHEDULE**, written hereunder.
  7. The Developer herein on being approached and requested by the Owners and also relying on the various representations and assurances given by the Owners with respect to the marketable title of the Said Property, has agreed to undertake and carry out development of the Said Property, morefully described in the **First Schedule** written hereunder, and it has been decided and agreed by the Parties that, the Developer shall develop the Said Property by constructing the **multistoried** Building, hereinafter referred to as the **SAID BUILDING** in accordance to the Sanctioned Plan (**Project**) comprising of various units, etc. capable of being held and enjoyed independently, on the agreed terms and conditions.



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- A. The Parties hereto have agreed to record in writing the various terms and conditions for Joint Development of the "Said Property" and construction of the proposed Project at or upon the land comprised therein as hereinafter contained.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby mutually agreed and declared by and between the Parties hereto as follows: -

1. **DEFINITIONS:** In these presents, unless it be contrary or repugnant to the subject or context, the under mentioned terms or expressions shall have meanings as follows: -
  - 1.1 "**Applicable Law**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter;
  - 1.2 "**Approvals**" shall mean and include any approvals, authorizations, permissions, no objection certificates, clearances, permits, sanctions, licenses, etc., in any form, whatsoever, including all renewals, revalidations, rectifications, revisions thereof and irrespective of its nomenclature which may be required under any Applicable Law from any Government Authority for sanction of Plans, construction, development, Ownership, management, operation, implementation and completion of the Project, including any Completion Certificate and any Occupancy Certificate;
  - 1.3 "**Association**" shall mean any association, syndicate, committee, body, society or company which would comprise one representative from each Units of the Complex as its members and which shall be formed or incorporated at the instance of the Developer for the Common Purposes with such rules and regulations as shall be framed by the Developer for the purpose of common use and enjoyment of the Common Areas, Installations and Facilities and otherwise;
2. "**OWNERS**" shall mean and include **SRI PRANKRISHNA SARKAR**, son of Late Umesh Chandra Sarkar, alias Umesh Sarkar, by faith Hindu, by Nationality Indian, by occupation Service, residing at Premises No. 29/4A Barwaritala Road, Beliaghata, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata **2. SRI SUJIT SARKAR**, son of late Gopal Chandra Sarkar, by faith Hindu, by Nationality Indian, by occupation Business, residing at Premises No. 16/2A, Beliaghata Main Road, presently known as Dr. Suresh Chandra Banerjee Road, Kolkata 700 010, Post Office and Police Station Beliaghata **3. SRI AMAL KRISHNA SARKAR**, son of Late Ashwini Kumar Sarkar, by faith Hindu, by occupation Service, residing at Premises No. 29/4A,



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Barwaritala Road, Beliaghata, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata **4. SRI SUMIT SARKAR**, son of Late Anadi Prasad Sarkar, by faith Hindu, by occupation Service, residing at Premises No. 29/4A, Barwaritala Road, Beliaghata, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata **5. SMT. SRABONI ACHARYA alias SRABANI ACHARYA alias SRABANI SARKAR**, daughter of Late Anadi Prasad Sarkar, by faith Hindu, by occupation Housewife, residing at Premises No. 12A/H/13, Kalitara Bose Lane, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata **6. SRI KHAGENDRA NATH SARKAR**, son of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Retired, residing at Premises No. 1/1B/28, Ram Krishna Naskar Lane, Kolkata- 700 010, Police Station Beliaghata, Post Office Beliaghata **7. SRI SUDHIR CHANDRA SARKAR**, son of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Retired, residing at Flat No. 3B, Block 1, Raghunathpur (Dakshinpara) 25 Rajarhat, North 24 Parganas 700 059, Police Station Baguiati, Post Office Raghunathpur, **8. SRI DILIP KUMAR SARKAR**, son of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Retired, residing at Premises No. 108/1D/1G, Dr. Sursh Chandra Banerjee Road, Kolkata 700 010, Police Station Beliaghata, Post Office Beliaghata. **9. SMT. NIYATI CHOWDHURI**, wife of Sri Dilip Chowdhury, daughter of Late Sashi Mohan Sarkar, by faith Hindu, by occupation Housewife, residing at Premises No. 1/66, Azadgarh Colony (Minapara Road), Jadavpur, Kolkata 700 040, Police Station Jadavpur, Post Office Regent Park.

“Developer” shall mean and include **AJMIR TOWER PRIVATE LIMITED, (PAN: AAICA6902G)**, (CIN NO. U70102WB2010PTC142724), a Private Limited Company incorporated in accordance with the provisions of the Companies Act 1956, having its Registered Office at Premises No. 1C, East Coolia Road, Kolkata 700 010, Post Office Beliaghata, Police Station Beliaghata, previously at the Premises No. B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, represented by one of its Director **SRI RAJU NASKAR, (PAN : ADSPN9015D) (ADHAR No. 6827 1577 2633) (Mobile No. 9831550566)** son of Sri Gobinda Naskar, by Faith-Hindu, by Occupation-Business, by Nationality-Indian, residing at Premises No. 150, Raja Rajendra Lal Mitra Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, hereinafter called and referred to as the “**DEVELOPER**” (which expression shall unless repugnant to the context or otherwise be deemed to mean include its Director or Directors, successor-in-interest, successor in office, legal representatives and/or assigns) of the **OTHER PART**.

1. “**Said Property**” shall mean and include **ALL THAT** piece and parcel of land measuring about **9 Cottah 4 Chittack 5 Square Feet**, lying and situated at Premises No. 29D, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34.



2. "**Project**" shall mean and include **MUULTI-STORIED Building** consisting of Residential Units, commercial units, and car parking spaces to be constructed at or upon land comprised in the "Said Property" upon amalgamation of the adjacent plots, in accordance to the Sanctioned Plan.
3. "**Units**" shall mean and include Residential Units, Commercial Units and Car parking Spaces, which would be available for independent use and occupation at the said Project.
  - 3.1 "**Commercial Units**" shall mean and include shops, show rooms, offices and other spaces meant for commercial use.
  - 3.2 "**Car Parking Spaces**" shall mean and include car parking spaces both covered and open of the Project.
  - 3.3 "**Development Work**" shall mean and include development of the "Said Property" comprised therein and construction of the proposed Project thereat by the Developer as per the Sanctioned Plan and also as per the Municipal laws and the Building Rules.
  - 3.4 "**Sanctioned Plan**" shall mean and include the building Plan which shall be sanctioned and/or approved by the Kolkata Municipal Corporation, as also all other concerned government authorities for construction in one or more phases in respect of the proposed Project and also include the renewed, revised and/or modified and/or other Plans, elevations, designs, maps, drawings and other specifications.
  - 3.5 "**Common Parts**" shall mean and include the common parts and areas of the Project including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, underground and overhead water reservoirs, water pipes, water pump and motor, lifts, lift well, lift machine rooms and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the Project but shall not include the roof and the open spaces on the ground floor level of the Project which are not identified as Common Areas by the Developer.
  - 3.6 "**Owners' Allocation**" shall mean The Owners shall be allotted total 4000 Square Feet Covered Area as Owners' Allocation which is divided in Eight Flats **i.e. 1.** one Flat measuring an area of 666 Sq. Ft. more or less, allocated to Owner No. 1 namely Pran Krishna Sarkar, **2.** one Flat measuring an area of 666 Sq. Ft. more or less, allocated to Owner No. 2 namely Sujit Sarkar, **3.** Two Flats measuring an area of 333 Sq. Ft. each equivalent to 666 Sq. Ft. more or less in total, allocated to Owner No. 3 namely Amal Krishna Sarkar, **4.** one Flat measuring an area of 333 Sq. Ft. more or less, allocated to Owner No. 4 namely Sumit Sarkar, **5.** one Flat measuring an area of 333 Sq. Ft. more



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or less, allocated to Owner No. 5 namely Sraboni Acharya, **6**. Two Flats measuring an area of 666 Sq. Ft. each equivalent to 1332 Sq. Ft. more or less in total, allocated to Owners No. 6,7,8,9 namely Khagendra Nath Sarkar, Sudhir Chandra Sarkar, Dilip Kumar Sarkar, Niyati Chowdhury jointly, of the newly constructed Building which consists of the Residential Area together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes Common Roof Right. Tenants Liability will be borne by the Developer. Developer will pay Rs. 5000/- per month for 4 Flats for the shifting of the Owners.

- 3.7 **"Developer's Allocation"** shall mean **(1) the balance entire Constructed/Unconstructed, (Residential, Commercial and Car Parking Spaces (Covered and Open) and other Commercial Units on the Ground Floor save and except which shall be allotted to the Owners as mentioned hereinabove, of the Said Building, Together with Roof Right, Together with undivided proportionate share in the land and undivided proportionate share in the Common Parts.**
- 3.8 **"Architect"** shall mean the Architect/s who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work and construction of the proposed Project as per the Sanctioned Plan and also the Municipal laws and the Building Rules.
- 3.9 **"Buyers"** shall mean and include the intending Buyers/Transferees of commercial units and other saleable spaces, at the Project.
- 3.10 **"Competent Authority"** shall mean and include the Kolkata Municipal Corporation, and also any other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force. And shall also include all other authorities as applicable for completion of the Project. The Project shall be registered under West Bengal RERA Regulation Act, 2017.
- 3.11 **"Development Rights"** shall mean the right, power, entitlement, authority, sanction and permission of or being hereby granted to the Developer to:
- (i) enter upon and take permissive possession of the Said Property from the Owners for the purpose of development and construction of the Project/Complex thereon in accordance with the terms of this Agreement;
  - (ii) appoint, employ or engage Architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development and



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- construction of the Project/Complex in accordance with the Approvals;
- (iii) to carry out all the infrastructure and related works/ constructions for the Complex, including water storage facilities, water mains, sewage lines, septic tank, storm water drains, recreation garden, electrical sub-stations and all other common areas and facilities for the total built-up area to be constructed on the Said Property as may be required by the Architects of the Project in view of any Approvals, layout plan, or order of any Governmental Authority;
  - (iv) to launch the Project for booking and receive advances and all other receivables including deposits for sale and transfer or otherwise of all Units and/or saleable areas within the Developer's Allocation in the Project/Complex and the Said Property from the intending purchasers and transferees and to exercise full, exclusive and irrevocable marketing, leasing, licensing and sale rights in respect of all Units and/or saleable areas within the Developer's Allocation and related undivided interests in the Said Property and for that purpose to issue application kits, brochures, allotment letters, provisional allotment letters and other communications and also to enter into agreements of transfer with all intending purchasers in respect of all Units and/or saleable areas within the Developer's Allocation in the Project/Complex and the Said Property, to receive all receivables and proceeds as per the terms therein, give receipts and discharges therefore and transfer Ownership, possession, use or occupation of all Units and/or sealable areas within the Developer's Allocation comprised in the Project to the respective intending purchasers / transferees;
  - (v) Execute all necessary, legal and statutory writings, agreements and documentations including the declarations, affidavits and/or gift deeds for sanction of Plans, amalgamation, licensing or sale of all Units and/or saleable areas within the Developer's Allocation as envisaged herein and appear, admit execution of and present for registration before the jurisdictional Registrar or Sub-Registrar the documents for the same;
  - (vi) manage the Project and the Common Areas, Installations and Facilities constructed upon the Said Property and also to form the Association and thereafter, to transfer / assign such right of maintenance to the Association and to retain all benefits, consideration etc. accruing from such maintenance of the Project in trust for the Association and handover the same to the Association;
  - (vii) apply for and obtain any Approvals in its name or in the name of the Owners, as the case may be, including any temporary connections of water, electricity, drainage, sewerage and any other connection in



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the name of the Owners for the purpose of development and construction of the Project;

- (viii) generally, any and all other acts, deeds and things incidental or ancillary for the development of the Project as more elaborately stated in this Agreement;

3.12 "**Force Majeure**" shall mean any event preventing either Party from performing any or all of its obligations under this Agreement, which does not arise from and is not attributable to any acts, omission, breach or violation by such Party or any of its obligations under this Agreement but which arises from, or is attributable to acts of God, natural calamities, accidents, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented, including, without limitation, any abnormally inclement weather, flood, lightning, cyclone, typhoon, 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 or other industrial action, strike, terrorist action, civil commotion, delays due to political unrest, municipal, general or other elections, any legislation, regulation, ruling or omissions (including delay or failure to grant any necessary permission or sanctions for reasons outside the control of either Party) or any Government or Court Order;

### **3. INTERPRETATIONS:**

- (a) Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.
- (b) Any covenant by the Developer and/or the Owners not to do or commit any acts deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.
- (c) Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.
- (d) The paragraph headings used in this Agreement are for convenience only and shall form part of this Agreement but not control the construction or interpretation of the clauses under the headings.
- (e) The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.
- (f) In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words



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importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

#### 4. **PURPOSE, APPOINTMENT AND DATE OF COMMENCEMENT**

##### 4.1 Purpose:

4.1.1 This Agreement is to set forth the terms and conditions with respect to and pertaining to the grant of the Development Rights by the Owners with respect to the Said Property in favour of the Developer, the nature of the Project to be developed and completed by the Developer and the respective rights and obligations of the Parties.

4.1.2 The Parties shall extend all cooperation to each other and do all such acts and deeds that may be required to give effect to and accomplish the purposes of this Agreement.

4.1.3 If, for any reason whatsoever, any term contained in this Agreement cannot be performed or fulfilled, then save and except any other rights the Parties respectively may have against the other under this Agreement or in law, the Parties shall meet explore and agree to any alternative solutions depending upon the changed circumstances, but keeping in view the spirit and objectives of this Agreement.

4.2 **Appointment:** The Parties hereby accept all other terms and conditions concomitant thereto including those mentioned in this Agreement. Pursuant to and in furtherance of the aforesaid confirmations, the Owners hereby appoints the Developer as the Developer of the Said Property with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.

4.3 **Commencement:** This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding till the completion of the Project (which shall mean and include development of the Said Property by constructing ready to use commercial building, complex comprising of various independent commercial units and dependent/independent car parking spaces, in habitable and useable condition) and also till the commercial exploitation of the Project either in full or as to be decided by and between the Parties, and as stated hereinafter.

#### 5. **MUTUAL COVENANTS:**

- i. The Owners and the Developer jointly and severally represented covenant with each other as follows:
  - (a) The Parties are competent and have undisputed authority to enter into this Agreement and both the Owners and Developer are competent to perform their respective obligations hereunder.



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- (b) This Agreement constitutes valid, legally binding and enforceable obligations;
- (c) Both the Owners and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the Said Property in such manner as contemplated in this Agreement; and
- (d) The execution and/or performance of this Agreement will not conflict with or cause a breach of or constitute a default under any judgment, injunction, order, decree or any agreement or other instrument binding upon the Owners and/or the Developer. In other words, the mutual obligations and covenants as envisaged in this Agreement shall remain valid, undisturbed, binding on both the Parties, unless either of the Party is barred by any Order, Decree, Judgment of any court of competent jurisdiction which directly or indirectly affect the Said Property and/or this Agreement.

**6. OWNERS'S REPRESENTATIONS:** The Owners declare and confirm to have made the under-mentioned various representations and assurances to the Developer.

- a) The "Said Property" is free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, attachments, leases, tenancies, debutter, wakf and trusts whatsoever created made done or suffered by the Owners or Owners' predecessors-in-title.
- b) The Owners have full power and absolute authority to enter into the instant Development Agreement as also to entrust the Developer for the development of the "Said Property" and that there is no bar or restrain order of any Court of Law nor any other impediment of any nature for the Owners to entrust the development of the "Said Property" to the Developer as per the terms herein recorded.
- c) The Owners have not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Said Property" which is subsisting on the date of execution hereof.
- d) The Land Revenue, Kolkata Municipal Corporation taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "Said Property" and the land comprised therein, have been paid up to date by the Owners and that in case of any amount being found to be lawfully due and



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payable on account of such rates and taxes for the period up to the date of this Agreement the Owners herein shall pay the same and in this regard.

- e) The Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owners, subject to the term that the Owners shall pay and/or reimburse the same to the Developer for the period it is liable in terms of this Agreement.
- f) The "Said Property" is not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "Said Property" and/or the development thereof.
- g) The "Said Property" is not adversely affected by any notice or proceeding under the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act 1955.
- h) There are no subsisting agreement or arrangement entered into by the Owners concerning sale, mortgage, lease, tenancy or otherwise transfer of the "Said Property" or any part thereof nor is there subsisting any dealing of the Owners with the same in any manner whatsoever;
- i) The "Said Property" and/or the land comprised therein is not adversely affected by any provision of the West Bengal Estates Acquisition Act, 1953.

## **7. DEVELOPER'S REPRESENTATIONS:**

- 7.1 The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of the new building.
- 7.2 The Developer has sufficient means of necessary finance for carrying out the development of the "Said Property" and/or construction of the said Project thereat.
- 7.3 The Developer shall carry out and complete the development in respect of the "Said Property" and/or construction of the said Project strictly in accordance with the Sanctioned Plan and as per the relevant Kolkata Municipal Corporation Laws as may be applicable and building Rules relating to the development of immovable properties and/or construction of new Project and further strictly as per the provisions contained in these presents.



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**9. DEVELOPMENT WORK:**

- 9.1. The Owners being desirous of development of the Said Property has duly appointed and/or hereby appoints the Developer as the Developer and/or Builder and further entrusted to the Developer herein the exclusive right to undertake and carry out development of the "Said Property" and construction of the said Project thereat as per the Sanctioned Plan and on the terms and conditions herein recorded.
- 9.2. The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "Said Property" and further agree to undertake and carryout the said project of development of the "Said Property" and construction of the proposed Project as per the Sanctioned Plan thereat in the manner and within the time and on the terms and conditions herein recorded.
- 9.3. The Owners hereby agrees to allow the Developer to undertake development of the "Said Property" in accordance with the 'Sanctioned Plan'.
- 9.4. The Development contemplated in this Agreement is not in the nature of a Partnership or an Association of Persons as contemplated either under the Indian Partnership Act, 1932 or under the Income Tax Act, 1961 or an agency or a joint Ownership or any other legal relationship between the party hereto except as specifically provided herein.
- 9.5. It is hereby expressly agreed by and between the parties hereto that the possession of the "Said Property" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1882.

**10. DEVELOPER'S OBLIGATIONS/COVENANTS:**

- 10.1 In consideration of the Developer's Allocation aforesaid and subject to the provisions contained in these presents, the Developer hereby agrees and undertakes to carry out the Development Work of the "Said Property" and/or construction of the said Project and the same in accordance with the Sanctioned Plan and as per the **Kolkata Municipal Corporation** laws and building rules and upon observing fulfilling and performing all the terms and conditions of this Agreement.
- 10.2 The Developer shall duly apply for and obtain necessary plans duly sanctioned by the competent authority as also all necessary permissions, clearances, approvals and No objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "Said



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Property" and/or construction of the said Project in one or more phases as per provision of Municipal Laws. The Developer may cause to be prepared the plans for construction of the said Project by causing and ensuring the consumption of maximum permissible Floor Area Ratio (FAR).

- 10.3 The Developer shall also be responsible for soil testing, ground leveling, construction of boundary walls and construction of approach road to the project at its own costs.
- 10.4 The Developer herein, shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "Said Property" and/or construction of the said Project and in this respect, the Owners shall not in any manner be liable or responsible.
- 10.5 The Developer shall not require the Owners to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "Said Property" and/or construction of the proposed Project.
- 10.6 The development of the "Said Property" and/or construction of the said Project shall be made and the same complete in all respect including installation of lifts, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs and all other common parts. All the Units in the said Project shall be made habitable in accordance with the agreed Specifications mentioned in the *Second Schedule* hereunder written.
- 10.7 The development work and/or construction of the said Project shall be carried out and/or completed by use of standard building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the *Second Schedule* hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said Project, the Developer shall use the steel and cement strictly as per the agreed Specifications and otherwise as per sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for carrying out or completing the construction of the said Project.
- 10.8 The Developer herein shall solely be responsible for the structural stability of the building and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the Sanctioned Plan and/or infringement or violation of the municipal laws or other state laws and/or in respect of workmanship or quality of materials used and/or for any delay or default in respect of the construction and completion of the Project and/or for any delay



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or default pertaining to the Occupation Certificate and other clearances and permissions in respect of the Project.

- 10.9 The Developer shall keep the Owners indemnified and harmless against all third party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to its obligations towards the development of the "Said Property" and/or construction of the said Project.
- 10.10 The Developer shall duly apply for and obtain electricity, water, sewerage, drainage and other connections at the Project and the cost thereof shall be borne by the Developer and shall also obtain necessary occupation certificate from the Kolkata Municipal Corporation as be required under the statutes. However, applying for and obtaining electrical connection within each Unit shall not be the responsibility of the Developer.
- 10.11 The Developer herein shall, unless prevented by Force Majeure reasons, (a) carry out and complete the development of the "Said Property" and construction of the Project and (b) obtain completion certificate from the Architect of the Project and also (c) apply for occupation certificate in respect of the Project from Kolkata Municipal Corporation and/or the competent authority, all positively within 24 months from the from the date of Sanctioned Plan or starting of construction, whichever is later with a grace period of 6 (six) months (hereinafter referred to as the "Project Completion Date").
- 10.12 The Developer shall complete the construction work of the said Project within the period as contemplated hereinabove. In case the construction work is stopped owing to Force Majeure, the time so wasted will be excluded from the time limit of construction period.
- 10.13 The Developer herein shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations is prevented by the existence of the force majeure causes. The obligations of the Developer shall remain suspended during the duration of the force majeure.
- 10.14 The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, solely be responsible for planning the project, development of the "Said Property" and construction of the proposed Project, making publicity and marketing the Project and also selling or otherwise disposing of the "Units", "Parking Spaces" and also "other saleable spaces" of the Project and for management, maintenance and administration of the Project and its Common Parts until handing over to the Association and to observe, fulfill and perform all the terms and conditions hereof in connection therewith.



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### **Specifications**

- **Structure**  
RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Sand Bricks/Aerated Concrete Block for both external and internal walls.
- **Exteriors**  
Cement plaster; Cement based painting over water repellent coating.
- **Flooring**  
Marble /Vitrified tiles in Bedrooms, Living/Dining, and lobbies on all floors.
- **Interiors**  
Plaster of Paris punning inside flats; OBD painting over plaster of Paris punning in common areas and lobbies
- **Kitchen**  
Anti-skid ceramic Tiles/ marble on floor, granite top Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado 2'-6"on the walls above Kitchen counter; CP fittings of reputed make.
- **Toilets**  
Anti-skid ceramic Tiles/marble on floor; Glazed Ceramic Tiles on the walls upto door height , European WC and CP fittings of reputed make with PVC door.
- **Doors**  
Wooden Door Frames Solid core Flush Door 35 mm for main entrance door eye; Wooden Door Frames Solid Core Flush Door 32 MM for all internal doors
- **Windows**  
Anodised sliding Aluminium Frames with fully glazed shutters.
- **Stairs**  
Marble Flooring with MS railing.
- **Roof**  
Properly waterproofed.
- **Electrical**  
Concealed insulated Aluminium wiring with switches of reputed make; AC points in master bedroom; Geyser point in master bathroom; Exhaust Fan point in all Bathrooms and Kitchens, Conduiting for Cable TV, Washing Machine Point; Balcony Light Point; Foot lamp Points.
- **Plumbing**  
Internal concealed plumbing.

**Lift : Standard Make.**



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**ANNEXURE A (Premises No. 29D, Barwaritala Road)**

**Devolution of Title (in favour of the Owners)**

**WHEREAS**

- 1.1 At all material time by virtue of a Deed of Gift dated 30<sup>th</sup> July, 1890 (Bengali date 15<sup>th</sup> Srabon, 1297) one Akhay Chandra Basu became the sole and absolute owner of land measuring 9 (nine) cottah 12 (twelve) chittack 15 (fifteen) square feet, more or less, which actually measured as 9 (nine) cottah 9 (nine) chittack 5 (five) square feet, more or less, out of the said Dwarknath's First Property (**First Larger Property**) and land measuring 18 (eighteen) cottah 2 (two) chittack, more or less, which actually measured 1 (one) bigha 40 (forty) square feet, more or less, out of the said Dwarknath's Second Property (**Second Larger Property**).
- 1.2 Thereafter, said Akhay Chandra Basu died intestate leaving behind him surviving, his two sons, namely, (1) Kedarnath (Prasad) Basu and (2) Rama Prasad Basu, as his only legal heirs, who jointly and in equal shares, inherited the right, title and interest of Late Akhay Chandra Basu, the First Larger Property and the Second Larger Property.
- 1.3 By virtue of a Deed of Conveyance dated 13<sup>th</sup> August, 1918, registered in the Office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 14, at pages 13 to 18, being Deed No. 2823 for the year 1918, said (1) Kedarnath (Prasad) Basu and (2) Rama Prasad Basu sold conveyed and transferred the First Larger Property and Second Larger Property, collectively being land measuring 1 (one) bigha 9 (nine) cottah 9 (nine) chittack 45 (forty five) square feet (**Larger Property**) to Lakhikanta Talukdar alias Lakshmi Kanta Talukdar and Prem Binod Poddar.
- 1.4 Thereafter, said Lakhikanta Talukdar alias Lakshmi Kanta Talukdar died intestate, leaving behind him surviving, his two sons, namely, (1) Brajendra Kumar Talukdar and (2) Rajendra Lal Talukdar, as his only legal heirs, who jointly and in equal shares inherited the right, title and interest of Late Lakhikanta Talukdar alias Lakshmi Kanta Talukdar in respect of the Larger Property.
- 1.5 In the given circumstances said (1) Prem Binod Poddar, (2) Brajendra Kumar Talukdar and (3) Rajendra Lal Talukdar became the joint and absolute owners of the Larger Property.



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- 1.6 Thereafter, by virtue of a Deed of Conveyance dated, 5<sup>th</sup> March, 1926, registered in the Office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 26, at Pages 121 to 127, being Deed No. 846 for the year 1926 said (1) Prem Binod Poddar, (2) Brajendra Kumar Talukdar and (3) Rajendra Lal Talukdar, jointly sold, conveyed and transferred the Larger Property to Radha Krishna Paul alias Surendra Lal Paul. It is pertinent to mention here that it is evident from the documents produced before us that the said Larger Property was purchased solely in the name of Radha Krishna Paul alias Surendra Lal Paul out of the joint funds/investments of the partnership business carried on by Radha Krishna Paul alias Surendra Lal Paul along with Pran Krishna Paul, Jogendra Lal Paul, Monranjan Paul, Pulin Behari Paul, Chitta Ranjan Paul and Haripada Paul and similarly by virtue of another Deed of Sale registered at the office of Additional District Dub Registrar, Sealdah, recorded in Book No. I, Being Deed No. 1307, for the year 1934, the said Sashi Mohan Sarkar, Umesh Chandra Sarkar and Aswini Kumar Sarkar purchased ALL THAT piece and parcel of land measuring about 4 Cottah 4 Chittack, 5 Square Feet, lying and situated at Premises No. 29, Barwaritala Road (previously 21 Barwaritala Road), Kolkata 700 010, out of the Larger Property.
- 1.7 Thus the said (1) Sashi Mohan Sarkar, (2) Umesh Chandra Sarkar and (3) Aswini Kumar Sarkar became the joint absolute owners, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land area measuring about 4 Cottah 4 Chittack 5 Square Feet, be the same little bit more or less, but as per physical measurement 4 Cottah 6 Chittack, together with structure measuring about 550 Square Feet, comprised in Holding No. 66 & 66A, Division 3, Sub Division 15, Dihi Panchannagram, lying and situated at Premises No. 29D, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, under Assessee No. 110340400550, hereinafter referred to as **FIRST LAND**, the each having undivided 1/3<sup>rd</sup> share comprised therein.
- 1.8 Subsequently, said (1) Sashi Mohan Sarkar, (2) Umesh Chandra Sarkar and (3) Aswini Kumar Sarkar mutated their names in respect of Premises No. 29D, Barwaritala Road, Kolkata 700 010, under Ward No. 34, vide. Assessee No. 110340400550, in the records of the Kolkata Municipal Corporation.
- 1.9 **Devolution from the Branch of Sashi Mohan Sarkar:**
- 1.9.1 Said Sashi Mohan Sarkar died intestate on 14<sup>th</sup> July, 1958, leaving behind him surviving his wife, Giri Bala Sarkar, his 3 (three) sons, namely, (1) Khagendra Nath Sarkar, (2) Sudhir Chandra Sarkar and (3) Dilip Kumar Sarkar and his only daughter, Niyati Chowdhuri as his only legal heirs and



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heiress, who jointly and in equal shares inherited the right, title and interest of Late Sashi Mohan Sarkar in the Said Property.

- 1.9.2 Said Giri Bala Sarkar died intestate on 8<sup>th</sup> March, 2007, leaving behind her surviving, her 3 (three) sons, namely, **(1)** Khagendra Nath Sarkar, **(2)** Sudhir Chandra Sarkar and **(3)** Dilip Kumar Sarkar and her only daughter, Niyati Chowdhuri, as her only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of Late Giri Bala Sarkar in the Said Property.
- 1.9.3 Therefore, from the Branch of Sashi Mohan Sarkar, said **(1)** Khagendra Nath Sarkar, **(2)** Sudhir Chandra Sarkar, **(3)** Dilip Kumar Sarkar and **(4)** Niyati Chowdhuri became the joint and absolute owners of the undivided 1/3<sup>rd</sup> share of Late Sashi Mohan Sarkar in the Said Property, each having their respective shares therein, as mentioned in the Chart, described herein below

SL.	Owners	Share in the Said Property
1.	Khagendra Nath Sarkar	1/12 <sup>th</sup> share
2.	Sudhir Chandra Sarkar	1/12 <sup>th</sup> share
3.	Dilip Kumar Sarkar	1/12 <sup>th</sup> share
4.	Niyati Chowdhury	1/12 <sup>th</sup> Share

#### 1.10 **Devolution from the Branch of Umesh Chandra Sarkar:**

- 1.10.1 The Said Umesh Chandra Sarkar died intestate on 8<sup>th</sup> November, 1962, leaving behind him surviving, his 3 (three) sons, namely, **(1)** Pran Krishna Sarkar, **(2)** Monoranjan Sarkar and **(3)** Gopal Chandra Sarkar and his 6 (six) daughters, namely, **(1)** Anjali Roy, **(2)** Banu Das, **(3)** Jyotsna Sarkar, **(4)** Purnima Das, **(5)** Smriti Rekha Sarkar and **(6)** Parul Das alias Parul Rani Das, as his only legal heirs and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Umesh Chandra Sarkar in the Entire Property. It is pertinent to mention that the wife of said Late Umesh Chandra Sarkar, namely, Jashoda Sarkar, had also died leaving behind the aforesaid legal heirs.



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- 1.10.2 Said Gopal Chandra Sarkar died intestate on 15<sup>th</sup> April, 2009, leaving behind him surviving, his wife, Jaba Sarkar, his only son, Sujit Sarkar and his only daughter, Sukla Das, as his only legal heir and heiresses, who jointly and in equal shares inherited the right, title and interest of Late Gopal Chandra Sarkar in the Said Property.
- 1.10.3 Said Parul Das alias Parul Rani Das, died intestate on 12<sup>th</sup> December, 2003, leaving behind her surviving, her 4 (four) sons, namely, (1) Paritosh Das, (2) Haritosh Das, (3) Pijush Kanti Das and (4) Santosh Das and her 2 (two) daughters, namely, (1) Tulsi Rani Das and (2) Puspa Das, as her only legal heirs and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Parul Das alias Parul Rani Das in the Said Property. It is pertinent to mention that the husband of said Late Parul Das alias Parul Rani Das, namely, Tarapada Das, had also died leaving behind the aforesaid legal heirs.
- 1.10.4 Therefore, from the Branch of Umesh Chandra Sarkar, said (1) Pran Krishna Sarkar, (2) Monoranjan Sarkar, (3) Jaba Sarkar, (4) Sujit Sarkar, (5) Sukla Das, (6) Anjali Roy, (7) Banu Das, (8) Jyotsna Sarkar, (9) Purnima Das, (10) Smriti Rekha Sarkar, (11) Paritosh Das, (12) Haritosh Das, (13) Pijush Kanti Das, (14) Santosh Das, (15) Tulsi Rani Das and (16) Puspa Das became the joint and absolute owners of the undivided 1/3<sup>rd</sup> share of Late Umesh Chandra Sarkar in the Entire Property, each having their respective shares therein as tabulated in the chart below subject to the observations and further compliances to be performed mentioned hereunder:

SL.	Owners	Undivided Share in the Said Property
1.	Pran Krishna Sarkar	1/27 <sup>th</sup> share
2.	Monoranjan Sarkar	1/27 <sup>th</sup> share
* 3.	Jaba Sarkar	1/81 <sup>st</sup> share
4.	Sujit Sarkar	1/81 <sup>st</sup> share
5.	Sukla Das	1/81 <sup>st</sup> share



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6.	Anjali Roy	1/27 <sup>th</sup> share
7.	Benu Das	1/27 <sup>th</sup> share
8.	Jyotsna Sarkar	1/27 <sup>th</sup> share
9.	Purnima Das	1/27 <sup>th</sup> share
10.	Smriti Rekha Sarkar	1/27 <sup>th</sup> share
11.	Paritosh Das	1/162 <sup>th</sup> share
12.	Haritosh Das	1/162 <sup>th</sup> share
13.	Pijush Kanti Das	1/162 <sup>th</sup> share
14.	Santosh Das	1/162 <sup>th</sup> share
15.	Tulsi Rani Das	1/162 <sup>th</sup> share
16.	Puspa Das	1/162 <sup>th</sup> share

#### 1.11 **Devolution from the Branch of Aswini Kumar Sarkar:**

- 1.11.1 Said Aswini Kumar Sarkar died intestate on 2<sup>nd</sup> March, 1976, leaving behind him surviving, his wife, Jashoda Sarkar, his 2 (two) sons, namely, (1) Amal Krishna Sarkar and (2) Anandi Prasad Sarkar and his 3 (three) daughters, namely, (1) Bani Das, (2) Anima Rani Das and (3) Geeta Rani Das, as his only legal heirs and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Aswini Kumar Sarkar in the Said Property.
- 1.11.2 Said Jashoda Sarkar died intestate on 2<sup>nd</sup> October, 1993, leaving behind her surviving, her 2 (two) sons, namely, (1) Amal Krishna Sarkar and (2) Anandi Prasad Sarkar and her 3 (three) daughters, namely, (1) Bani Das, (2) Anima Rani Das and (3) Geeta Rani Das, as her only legal heirs and heiresses, who jointly and in equal share, inherited the right, title and interest of Late Jashoda Sarkar in the Said Property.
- 1.11.3 Said Anandi Prasad Sarkar died intestate on 20<sup>th</sup> September, 2004, leaving behind him surviving, his wife, namely, Kakali Sarkar, his only son, Sumit Sarkar and his only daughter, Srabaoni Sarkar, as his only legal heir and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Anandi Prasad Sarkar in the Said Property.



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- 1.11.4 Said Anima Rani Das died intestate on 16<sup>th</sup> May, 2008, leaving behind her surviving, her 2 (two) sons, namely, **(1)** Susanta Kumar Das and **(2)** Shyamal Das and her 2 (two) daughters, namely, **(1)** Khuku Das and **(2)** Subarna Das, as her only legal heirs and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Anima Rani Das in the Said Property. It is pertinent to mention that the husband of said Late Anima Rani Das namely, Late Phanindra Mohan Das had predeceased her.
- 1.11.5 Said Geeta Rani Das died intestate on 8<sup>th</sup> June, 2012, leaving behind her surviving her 4 (FOUR) sons, namely, **(1)** Samarendra Das, **(2)** Dibyendu Das and **(3)** Saradindu Das **(4)** Subhrendu Das and her 2 (two) daughters, namely, **(1)** Rekha Das and **(2)** Reba Biswas, as her only legal heirs and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Geeta Rani Das in the Said Property. It is pertinent to mention that the husband of said Late Geeta Rani Das, namely, Late Aditya Kumar Das had predeceased her. Therefore the legal heirs and successors of Geeta Rani Das became the actual owners, well seized and possessed of and sufficiently entitled to undivided 1/90<sup>th</sup> share each comprised in the entire Property.
- 1.11.6 It came to the knowledge that Subhrendu Das died intestate on 4<sup>th</sup> January, 2006, leaving behind and/or survived by his wife Minati Das and one daughter namely Debasmita Das, who became the joint owners, well seized and possessed of and sufficiently entitled to undivided 1/90<sup>th</sup> share as left by Subhrendu Das, since deceased, as per the provisions of Hindu Succession Act, 1956.
- 1.11.7 It came to the knowledge later Reba Biswas died intestate on 21<sup>st</sup> July, 2021, leaving behind her husband namely Santanu Biswas and daughter Swagata Biswas. The said Swagata Biswas as per Hindu Succession Act, 1956, became the owner, well seized and possessed of and sufficiently entitled to undivided 1/90<sup>th</sup> as left by Reba Biswas as mentioned in the Chart below.
- 1.11.8 Therefore, from the Branch of Aswini Kumar Sarkar, said **(1)** Amal Krishna Sarkar, **(2)** Kakali Sarkar, **(3)** Sumit Sarkar, **(4)** Sraboni Acharya, **(5)** Bani Das, **(6)** Susanta Kumar Das, **(7)** Shyamal Das, **(8)** Khuku Das, **(9)** Subarna Das, **(10)** Samarendra Das, **(11)** Dibyendu Das, **(12)** Saradindu Das, **(13)** **(13)** Minati Das **(14)** Debasmita Das **(15)** Rekha Das and **(16)** Swagata Biswas remained the joint and absolute owners of the undivided 1/3<sup>rd</sup> share of Late Aswini Kumar Sarkar in the Said Property, each having their respective shares each having their respective shares therein as tabulated in the chart below subject to the observations and further compliances to be performed mentioned hereunder:



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SL.	Owners	Undivided Share in the Said Property
1.	Amal Krishna Sarkar	1/15 <sup>th</sup> share
2.	Kakali Sarkar	1/45 <sup>th</sup> share
3.	Sumit Sarkar	1/45 <sup>th</sup> share
4.	SMT. SRABONI ACHARYA alias SRABANI ACHARYA alias SRABANI SARKAR	1/45 <sup>th</sup> share
5.	Bani Das	1/15 share
6.	Susanta Kumar Das	1/60 <sup>th</sup> share
7.	Shyamal Das	1/60 <sup>th</sup> share
8.	Khuku Das	1/60 <sup>th</sup> share
9.	Subarna Das	1/60 <sup>th</sup> share
10.	Samarendra Das	1/90 <sup>th</sup> share
11.	Dibyendu Das,	1/90 <sup>th</sup> share
12.	Saradindu Das	1/90 <sup>th</sup> share
13.	Rekha Das	1/90 <sup>th</sup> share
14.	Swagata Biswas	1/90 <sup>th</sup> share
15.	Minati Das	1/180 <sup>th</sup> Share
16.	Debasmita Das	1/180 <sup>th</sup> Share

**From the branch of Umesh Chandra Sarkar the said** (1) Monoranjan Sarkar, (2) Jaba Sarkar, (3) Sukla Das, (4) Anjali Roy, (5) Benu Das, (6) Jyotsna Sarkar, (7) Purnima Das, (8) Smriti Rekha Sarkar, (9) Paritosh Das, (10) Haritosh Das, (11) Pijush Kanti Das, (12) Santosh Das, (13) Tulsi Rani Das and (14) Puspa Das gifted their respective shares unto and in favour of Pran Krishna Sarkar and Sujit Sarkar.

**From the branch of Ashwini Kumar Sarkar the said** (1) Kakali Sarkar, (2) Bani Das, (3) Susanta Kumar Das, (4) Shyamal Das, (5) Khuku Das, (6) Subarna Das, (7) Samarendra Das, (8) Dibyendu Das, (9) Saradindu Das, (10) the legal heirs of



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Sudhrendu Das namely Minati Das, Debasmita Das, (11) Swagata Biswas (legal heir of Reba Biswas), (12) Rekha Das, gifted their respective shares unto and in favour Amal Krishna Sarkar, Sumit Sarkar and Sraboni Sarkar alias Sraboni Acharya.

**Detail of share of gifted by respective Deeds is described in the Chart below :-**

Book No.	Volume No.	Pages	Deed No.	Donors	Pran Krishna	Sujit	Amal Krishna	Sumit	Sraboni
I	1606-2022	61599 to 61626	160600346	Benu Das	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	61669 to 61696	160600343	Manoranjan Sarkar	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	62053 to 62080	160600349	Purnima Das	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	80772 to 80792	160602218	Smriti Rekha Das	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	62138 to 62165	160600417	Jaba Sarkar, Sukla Sarkar	NA	2/81 <sup>st</sup>	NA	NA	NA
I	1606-2022	61627 to 61654	160600344	Anjali Roy	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	61923 to 61950	160600338	Jyotsna Sarkar	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	61951 to 61944	160600340	Paritosh Haritosh Santosh, Pihush, T ulsi Rani, Puspa	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	49668 to 49708	160601173	Susanta, Shyamal Khukhu, Subarna	NIL	NIL	1/30 <sup>th</sup>	1/60 <sup>th</sup>	1/60 <sup>th</sup>
I	1606-2022	72019 to 7204	160600415	Bani Das	NIL	NIL	1/30 <sup>th</sup>	1/60 <sup>th</sup>	1/60 <sup>th</sup>



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I	<u>1606-2022</u>	<u>80838</u> to <u>80859</u>	<u>16060221</u> 4	Kakali Sarkar	NIL	NIL	NIL	<u>1/90<sup>th</sup></u>	<u>1/90<sup>th</sup></u>
I	<u>1606-2022</u>	<u>96286</u> to <u>96319</u>	<u>16060279</u> 0	Samaren dra Das, Dibyend u Das, Saradin du Das, Rekha Das, Swagata Biswas, Minati Das, Debasmi ta Das	NIL	NIL	<u>1/30<sup>TH</sup></u>	<u>1/90<sup>T</sup></u> H	<u>1/90<sup>TH</sup></u>
				<b>TOTAL</b>	<u>7/54<sup>T</sup></u> H	<u>25/16</u> 2 th	<u>1/10<sup>th</sup></u>	<u>11/1</u> 80 th	<u>11/180<sup>TH</sup></u>

**Thus the present Owners along with share in respect of Premises No. 29D, Barwaritala Road, Kolkata 700 010 are stated as follows :**

<b><u>Serial No.</u></b>	<b><u>Name of the Owners</u></b>	<b><u>Share by self acquired</u></b>	<b><u>Share by way of Gift</u></b>	<b><u>Total</u></b>
1.	Khagendra Nath Sarkar	<u>1/12<sup>th</sup></u>	<b>NA</b>	<u>1/12<sup>TH</sup></u>
2.	Sudhir Chandra Sarkar	<u>1/12<sup>th</sup></u>	<b>NA</b>	<u>1/12<sup>TH</sup></u>
3.	Dilip Kumar Sarkar	<u>1/12<sup>th</sup></u>	<b>NA</b>	<u>1/12<sup>TH</sup></u>
4.	Niyati Chowdhury	<u>1/12<sup>th</sup></u>	<b>NA</b>	<u>1/12<sup>TH</sup></u>
5.	Pran Krishna Sarkar	<u>1/27<sup>th</sup></u>	<u>7/54<sup>th</sup></u>	<u>1/6<sup>th</sup></u>
6.	Sujit Sarkar	<u>1/81<sup>st</sup></u>	<u>25/162<sup>th</sup></u>	<u>1/6<sup>th</sup></u>
7.	Amal Krishna Sarkar	<u>1/15<sup>th</sup></u>	<u>1/10<sup>th</sup></u>	<u>1/6<sup>th</sup></u>
8.	Sumit Sarkar	<u>1/45<sup>th</sup></u>	<u>11/180<sup>th</sup></u>	<u>1/12<sup>th</sup></u>
9.	Sraboni Acharya	<u>1/45<sup>th</sup></u>	<u>11/180<sup>th</sup></u>	<u>1/12<sup>th</sup></u>

**(TOTAL : 1/12+1/12+1/12+1/12+1/6+1/6+1/6+1/12+1/12 = 1)**

**From the branch of Sashi Mohan Sarkar : 1/3<sup>rd</sup>**



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From the branch of Umesh and Ashwini Sarkar : 2/3<sup>rd</sup>

The present Nine owners are 1) Khagendra Nath Sarkar, Sudhir Kumar Sarkar, Dilip Kumar Sarkar, Niyati Chowdhury, Prankrishna Sarkar, Sujit Sarkar, Amal Krishna Sarkar, Sumit Sarkar and Sraboni Acharya, as mentioned above.

**ANNEXURE II (Premises No. 29/4A, Barwaritala Road)**

**Devolution of Title.**

**WHEREAS**

- 1.12 At all material time by virtue of a Deed of Gift dated 30<sup>th</sup> July, 1890 (Bengali date 15<sup>th</sup> Srabon, 1297) one Akhay Chandra Basu became the sole and absolute owner of land measuring 9 (nine) cottah 12 (twelve) chittack 15 (fifteen) square feet, more or less, which actually measured as 9 (nine) cottah 9 (nine) chittack 5 (five) square feet, more or less, out of the said Dwarknath's First Property (**First Larger Property**) and land measuring 18 (eighteen) cottah 2 (two) chittack, more or less, which actually measured 1 (one) bigha 40 (forty) square feet, more or less, out of the said Dwarknath's Second Property (**Second Larger Property**).
- 1.13 Thereafter, said Akhay Chandra Basu died intestate leaving behind him surviving, his two sons, namely, (1) Kedarnath (Prasad) Basu and (2) Rama Prasad Basu, as his only legal heirs, who jointly and in equal shares, inherited the right, title and interest of Late Akhay Chandra Basu, the First Larger Property and the Second Larger Property.
- 1.14 By virtue of a Deed of Conveyance dated 13<sup>th</sup> August, 1918, registered in the Office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 14, at pages 13 to 18, being Deed No. 2823 for the year 1918, said (1) Kedarnath (Prasad) Basu and (2) Rama Prasad Basu sold conveyed and transferred the First Larger Property and Second Larger Property, collectively being land measuring 1 (one) bigha 9 (nine) cottah 9 (nine) chittack 45 (forty five) square feet (**Larger Property**) to Lakhikanta Talukdar alias Lakshmi Kanta Talukdar and Prem Binod Poddar.
- 1.15 Thereafter, said Lakhikanta Talukdar alias Lakshmi Kanta Talukdar died intestate, leaving behind him surviving, his two sons, namely, (1) Brajendra Kumar Talukdar and (2) Rajendra Lal Talukdar, as his only legal heirs, who jointly and in equal shares inherited the right, title and interest of Late



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- Lakhikanta Talukdar alias Lakshmi Kanta Talukdar in respect of the Larger Property.
- 1.16 In the given circumstances said (1) Prem Binod Poddar, (2) Brajendra Kumar Talukdar and (3) Rajendra Lal Talukdar became the joint and absolute owners of the Larger Property.
- 1.17 Thereafter, by virtue of a Deed of Conveyance dated, 5<sup>th</sup> March, 1926, registered in the Office of the Sub-Registrar, Sealdah, recorded in Book No. I, Volume No. 26, at Pages 121 to 127, being Deed No. 846 for the year 1926 said (1) Prem Binod Poddar, (2) Brajendra Kumar Talukdar and (3) Rajendra Lal Talukdar, jointly sold, conveyed and transferred the Larger Property to Radha Krishna Paul alias Surendra Lal Paul. It is pertinent to mention here that it is evident from the documents produced before us that the said Larger Property was purchased solely in the name of Radha Krishna Paul alias Surendra Lal Paul out of the joint funds/investments of the partnership business carried on by Radha Krishna Paul alias Surendra Lal Paul along with Pran Krishna Paul, Jogendra Lal Paul, Monranjan Paul, Pulin Behari Paul, Chitta Ranjan Paul and Haripada Paul.
- 1.18 By virtue of a Deed of Sale (Bikroy Kobala) dated 5<sup>th</sup> September, 1941, recorded in Book No. I, Volume No. 39, at Pages 284 to 292, being Deed No. 2117 for the year 1941, said (1) Radha Krishna Paul alias Surendra Lal Paul, (2) Pran Krishna Paul, (3) Jogendra Lal Paul, (4) Monranjan Paul, (5) Pulin Behari Paul (being represented by their Constituted Attorney, namely, Chitta Ranjan Paul), (6) Chitta Ranjan Paul and (7) Haripada Paul (**Radha Krishna & Ors.**) sold, conveyed and transferred land measuring 7 (seven) cottah 8 (eight) chittack, out of the Larger Property to (1) Sashi Mohan Sarkar, (2) Umesh Chandra Sarkar and (3) Aswini Kumar Sarkar, lying and situated at Premises No. 29, Barwaritala Road, (previously 21 Barwaritala Road), Kolkata 700 010.
- 1.19 The said (1) Sashi Mohan Sarkar, (2) Umesh Chandra Sarkar and (3) Aswini Kumar Sarkar by way of registered Deed of Conveyance (Bengali Bikroy Kobala) dated 2<sup>nd</sup> December, 1949, registered at the office of the Sub Registrar Sealdah, recorded in Book No. I, Deed No. 2356, sold, transferred and conveyed ALL THAT piece and parcel of Bastu land land measuring an area about 2 Cottah 8 Chittack out of 7 (seven) cottah 8 (eight) chittack, comprised in Holding Nos 66 & 66A, lying and situated at Premises No. 29/4A, Barwaritala Road, Kolkata 700 010, unto and in favour of Suresh Chandra Sarkar.
- 1.20 In the said Deed No. 2356, in place of Holding Nos. 68 & 68B, it was written inadvertently 66 & 66A relating to Premises No. 29/4A, Barwaritala Road. By way of Deed of Rectification dated 13<sup>th</sup> February, 1950, registered at the



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office of the Sub-Registrar Sealdah, recorded in Book No. 1, Deed No. 230, the Holding Number was correctly rectified and it was described in detail that in place of 66 & 66A, the correct Holding Number should have been written 68 & 68B.

- 1.21 Thus the said (1) Sashi Mohan Sarkar, (2) Umesh Chandra Sarkar and (3) Aswini Kumar Sarkar after the aforesaid Sale became the absolute owners, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land area measuring about 5 Cottah be the same little bit more or less, together with structure measuring about 720 Square Feet, comprised in Holding No. 68 & 68B, Division 3, Sub Division 15, Dihi Panchannagram, lying and situated at Premises No. 29/4A, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, each having equal shares therein i.e. each having 1/3<sup>rd</sup> undivided share therein.
- 1.22 Subsequently, said (1) Sashi Mohan Sarkar, (2) Umesh Chandra Sarkar and (3) Aswini Kumar Sarkar mutated their names in respect of Premises Nos. 29/4A Barwaritala Road, Kolkata- 700010, in the records of the Kolkata Municipal Corporation vide 1103404000598.
- 1.23 Thus the said (1) Sashi Mohan Sarkar, (2) Umesh Chandra Sarkar and (3) Aswini Kumar Sarkar became the joint absolute owners, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land area measuring about 5 Cottah be the same little bit more or less, together with structure measuring about 720 Square Feet, comprised in Holding No. 68 & 68B, Division 3, Sub Division 15, Dihi Panchannagram, lying and situated at Premises No. 29/4A, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, under Assessee No. 1103404000598, hereinafter referred to as **SAID PROPERTY**, the each having undivided 1/3<sup>rd</sup> share comprised therein.
- 1.24 **Devolution from the Branch of Sashi Mohan Sarkar:**
- 1.24.1 Said Sashi Mohan Sarkar died intestate on 14<sup>th</sup> July, 1958, leaving behind him surviving his wife, Giri Bala Sarkar, his 3 (three) sons, namely, (1) Khagendra Nath Sarkar, (2) Sudhir Chandra Sarkar and (3) Dilip Kumar Sarkar and his only daughter, Niyati Chowdhuri as his only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of Late Sashi Mohan Sarkar in the Said Property.
- 1.24.2 Said Giri Bala Sarkar died intestate on 8<sup>th</sup> March, 2007, leaving behind her surviving, her 3 (three) sons, namely, (1) Khagendra Nath Sarkar, (2) Sudhir Chandra Sarkar and (3) Dilip Kumar Sarkar and her only daughter, Niyati



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Chowdhuri, as her only legal heirs and heiress, who jointly and in equal shares inherited the right, title and interest of Late Giri Bala Sarkar in the Said Property.

- 1.24.3 Therefore, from the Branch of Sashi Mohan Sarkar, said **(1)** Khagendra Nath Sarkar, **(2)** Sudhir Chandra Sarkar, **(3)** Dilip Kumar Sarkar and **(4)** Niyati Chowdhuri became the joint and absolute owners of the undivided 1/3<sup>rd</sup> share of Late Sashi Mohan Sarkar in the Said Property, each having their respective shares therein, as mentioned in the Chart, described herein below

<b>SL.</b>	<b>Owners</b>	<b>Share in the Said Property</b>
1.	Khagendra Nath Sarkar	1/12 <sup>th</sup> share
2.	Sudhir Chandra Sarkar	1/12 <sup>th</sup> share
3.	Dilip Kumar Sarkar	1/12 <sup>th</sup> share
4.	Niyati Chowdhury	1/12 <sup>th</sup> Share

**1.25 Devolution from the Branch of Umesh Chandra Sarkar:**

- 1.25.1 The Said Umesh Chandra Sarkar died intestate on 8<sup>th</sup> November, 1962, leaving behind him surviving, his 3 (three) sons, namely, **(1)** Pran Krishna Sarkar, **(2)** Monoranjan Sarkar and **(3)** Gopal Chandra Sarkar and his 6 (six) daughters, namely, **(1)** Anjali Roy, **(2)** Banu Das, **(3)** Jyotsna Sarkar, **(4)** Purnima Das, **(5)** Smriti Rekha Sarkar and **(6)** Parul Das alias Parul Rani Das, as his only legal heirs and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Umesh Chandra Sarkar in the Entire Property. It is pertinent to mention that the wife of said Late Umesh Chandra Sarkar, namely, Jashoda Sarkar, had also died leaving behind the aforesaid legal heirs.
- 1.25.2 Said Gopal Chandra Sarkar died intestate on 15<sup>th</sup> April, 2009, leaving behind him surviving, his wife, Jaba Sarkar, his only son, Sujit Sarkar and his only daughter, Sukla Das, as his only legal heir and heiresses, who jointly and in equal shares inherited the right, title and interest of Late Gopal Chandra Sarkar in the Said Property.
- 1.25.3 Said Parul Das alias Parul Rani Das, died intestate on 12<sup>th</sup> December, 2003, leaving behind her surviving, her 4 (four) sons, namely, **(1)** Paritosh Das,



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(2) Haritosh Das, (3) Pijush Kanti Das and (4) Santosh Das and her 2 (two) daughters, namely, (1) Tulsi Rani Das and (2) Puspa Das, as her only legal heirs and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Parul Das alias Parul Rani Das in the Said Property. It is pertinent to mention that the husband of said Late Parul Das alias Parul Rani Das, namely, Tarapada Das, had also died leaving behind the aforesaid legal heirs.

1.25.4 Therefore, from the Branch of Umesh Chandra Sarkar, said (1) Pran Krishna Sarkar, (2) Monoranjan Sarkar, (3) Jaba Sarkar, (4) Sujit Sarkar, (5) Sukla Das, (6) Anjali Roy, (7) Banu Das, (8) Jyotsna Sarkar, (9) Purnima Das, (10) Smriti Rekha Sarkar, (11) Paritosh Das, (12) Haritosh Das, (13) Pijush Kanti Das, (14) Santosh Das, (15) Tulsi Rani Das and (16) Puspa Das became the joint and absolute owners of the undivided 1/3<sup>rd</sup> share of Late Umesh Chandra Sarkar in the Entire Property, each having their respective shares therein as tabulated in the chart below subject to the observations and further compliances to be performed mentioned hereunder:

SL.	Owners	Undivided Share in the Said Property
1.	Pran Krishna Sarkar	1/27 <sup>th</sup> share
2.	Monoranjan Sarkar	1/27 <sup>th</sup> share
* 3.	Jaba Sarkar	1/81 <sup>st</sup> share
4.	Sujit Sarkar	1/81 <sup>st</sup> share
5.	Sukla Das	1/81 <sup>st</sup> share
6.	Anjali Roy	1/27 <sup>th</sup> share
7.	Benu Das	1/27 <sup>th</sup> share
8.	Jyotsna Sarkar	1/27 <sup>th</sup> share
9.	Purnima Das	1/27 <sup>th</sup> share
10.	Smriti Rekha Sarkar	1/27 <sup>th</sup> share
11.	Paritosh Das	1/162 <sup>th</sup> share



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12.	Haritosh Das	1/162 <sup>th</sup> share
13.	Pijush Kanti Das	1/162 <sup>th</sup> share
14.	Santosh Das	1/162 <sup>th</sup> share
15.	Tulsi Rani Das	1/162 <sup>th</sup> share
16.	Puspa Das	1/162 <sup>th</sup> share

## 1.26 Devolution from the Branch of Aswini Kumar Sarkar:

- 1.26.1 Said Aswini Kumar Sarkar died intestate on 2<sup>nd</sup> March, 1976, leaving behind him surviving, his wife, Jashoda Sarkar, his 2 (two) sons, namely, (1) Amal Krishna Sarkar and (2) Anandi Prasad Sarkar and his 3 (three) daughters, namely, (1) Bani Das, (2) Anima Rani Das and (3) Geeta Rani Das, as his only legal heirs and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Aswini Kumar Sarkar in the Said Property.
- 1.26.2 Said Jashoda Sarkar died intestate on 2<sup>nd</sup> October, 1993, leaving behind her surviving, her 2 (two) sons, namely, (1) Amal Krishna Sarkar and (2) Anandi Prasad Sarkar and her 3 (three) daughters, namely, (1) Bani Das, (2) Anima Rani Das and (3) Geeta Rani Das, as her only legal heirs and heiresses, who jointly and in equal share, inherited the right, title and interest of Late Jashoda Sarkar in the Said Property.
- 1.26.3 Said Anandi Prasad Sarkar died intestate on 20<sup>th</sup> September, 2004, leaving behind him surviving, his wife, namely, Kakali Sarkar, his only son, Sumit Sarkar and his only daughter, Sraboni Acharya, as his only legal heir and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Anandi Prasad Sarkar in the Said Property.
- 1.26.1 Said Anima Rani Das died intestate on 16<sup>th</sup> May, 2008, leaving behind her surviving, her 2 (two) sons, namely, (1) Susanta Kumar Das and (2) Shyamal Das and her 2 (two) daughters, namely, (1) Khuku Das and (2) Subarna Das, as her only legal heirs and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Anima Rani Das in the Said Property. It is pertinent to mention that the husband of said Late Anima Rani Das namely, Late Phanindra Mohan Das had predeceased her.
- 1.26.2 Said Geeta Rani Das died intestate on 8<sup>th</sup> June, 2012, leaving behind her surviving her 4 (FOUR) sons, namely, (1) Samarendra Das, (2) Dibyendu Das and (3) Saradindu Das (4) Subhrendu Das and her 2 (two) daughters, namely, (1) Rekha Das and (2) Reba Biswas, as her only legal heirs and heiresses, who jointly and in equal shares, inherited the right, title and interest of Late Geeta Rani Das in the Said Property. It is pertinent to



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mention that the husband of said Late Geeta Rani Das, namely, Late Aditya Kumar Das had predeceased her. Therefore the legal heirs and successors of Geeta Rani Das became the actual owners, well seized and possessed of and sufficiently entitled to undivided 1/90<sup>th</sup> share each comprised in the entire Property.

- 1.26.3 It came to the knowledge that Subhrendu Das died intestate on 4<sup>th</sup> January, 2006, leaving behind and/or survived by his wife Minati Das and one daughter namely Debasmita Das, who became the joint owners, well seized and possessed of and sufficiently entitled to undivided 1/90<sup>th</sup> share as left by Subhrendu Das, since deceased, as per the provisions of Hindu Succession Act, 1956.
- 1.26.4 It came to the knowledge later Reba Biswas died intestate on 21<sup>st</sup> July, 2021, leaving behind her husband namely Santanu Biswas and daughter Swagata Biswas. The said Swagata Biswas as per Hindu Succession Act, 1956, became the owner, well seized and possessed of and sufficiently entitled to undivided 1/90<sup>th</sup> as left by Reba Biswas as mentioned in the Chart below.
- 1.26.5 Therefore, from the Branch of Aswini Kumar Sarkar, said **(1)** Amal Krishna Sarkar, **(2)** Kakali Sarkar, **(3)** Sumit Sarkar, **(4)** Sraboni Acharya, **(5)** Bani Das, **(6)** Susanta Kumar Das, **(7)** Shyamal Das, **(8)** Khuku Das, **(9)** Subarna Das, **(10)** Samarendra Das, **(11)** Dibyendu Das, **(12)** Saradindu Das, **(13)** **(13)** Minati Das **(14)** Debasmita Das **(15)** Rekha Das and **(16)** Swagata Biswas remained the joint and absolute owners of the undivided 1/3<sup>rd</sup> share of Late Aswini Kumar Sarkar in the Said Property, each having their respective shares each having their respective shares therein as tabulated in the chart below subject to the observations and further compliances to be performed mentioned hereunder:

SL.	Owners	Undivided Share in the Said Property
1.	Amal Krishna Sarkar	1/15 <sup>th</sup> share
2.	Kakali Sarkar	1/45 <sup>th</sup> share
3.	Sumit Sarkar	1/45 <sup>th</sup> share
4.	SMT. SRABONI ACHARYA alias SRABANI ACHARYA alias	1/45 <sup>th</sup> share



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	SRABANI SARKAR	
5.	Bani Das	1/15 share
6.	Susanta Kumar Das	1/60 <sup>th</sup> share
7.	Shyamal Das	1/60 <sup>th</sup> share
8.	Khuku Das	1/60 <sup>th</sup> share
9.	Subarna Das	1/60 <sup>th</sup> share
10.	Samarendra Das	1/90 <sup>th</sup> share
11.	Dibyendu Das,	1/90 <sup>th</sup> share
12.	Saradindu Das	1/90 <sup>th</sup> share
13.	Rekha Das	1/90 <sup>th</sup> share
14.	Swagata Biswas	1/90 <sup>th</sup> share
15.	Minati Das	1/180 <sup>th</sup> Share
16	Debasmita Das	1/180 <sup>th</sup> Share

**From the branch of Umesh Chandra Sarkar the said** (1) Monoranjan Sarkar, (2) Jaba Sarkar, (3) Sukla Das, (4) Anjali Roy, (5) Benu Das, (6) Jyotsna Sarkar, (7) Purnima Das, (8) Smriti Rekha Sarkar, (9) Paritosh Das, (10) Haritosh Das, (11) Pijush Kanti Das, (12) Santosh Das, (13) Tulsi Rani Das and (14) Puspa Das gifted their respective shares unto and in favour of Pran Krishna Sarkar and Sujit Sarkar.

**From the branch of Ashwini Kumar Sarkar the said** (1) Kakali Sarkar, (2) Bani Das, (3) Susanta Kumar Das, (4) Shyamal Das, (5) Khuku Das, (6) Subarna Das, (7) Samarendra Das, (8) Dibyendu Das, (9) Saradindu Das, (10) the legal heirs of Subhrendu Das namely Minati Das, Debasmita Das, (11) Swagata Biswas (legal heir of Reba Biswas), (12) Rekha Das, gifted their respective shares unto and in favour Amal Krishna Sarkar, Sumit Sarkar and Sraboni Sarkar alias Sraboni Acharya.

**Detail of share of gifted by respective Deeds is described in the Chart below :**

Book No.	Volume No.	Pages	Deed No.	Donors	Pran Krishna	Sujit	Amal Krishna	Sumit	Sraboni
							a		



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## **11. OWNERS'S OBLIGATIONS/COVENANTS**

- 11.1 The Owners herein shall mutate the names of them in the records of the Kolkata Municipal Corporation and others and bear and pay the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "Said Property" till the date of the Sanctioned Plan.
- 11.2 The Owners upon execution of the Development Agreement within 30 days from thereafter shall handover the peaceful, vacant and khas possession of the **Said Property** unto and in favour of the Developer.
- 11.3 The Owners shall maintain good and marketable title in respect of the "Said Property" till the sale of the proportionate share in the "Said Property" in favour of the intending buyers and further duly reply and comply with the reasonable requisitions as may from time to time be made by or on behalf of the intending buyers and/or bankers.
- 11.4 The Owners shall as per its obligation, render its best co-operation and assistance to the Developer in the matter of the Developer commencing, carrying out and completing the development of the "Said Property" and/or construction of the said Project, as may from time to time be necessary or required.
- 11.5 The Owners shall not do or permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "Said Property" and/or construction of the said Project by the Developer.
- 11.6 The Owners shall be bound to produce all original documents before the bank and/or non-banking financial companies in order to facilitate financial accommodation.
- 11.7 The Owners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be prepared by the Developer at the costs and expenses of the Developer in conformity of the terms and conditions hereof and required by the Developer for obtaining original/revised Sanctioned Plan from the Competent Authority in the name of the Owners. The Owners shall render all sorts of reasonable co-operation to the Developer, as may be required by the Developer to complete the intending development work of the "Said Property".
- 11.8 The Owners shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and



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other public utility and essential services in or upon the said Project and/or as may be required for carrying out and/or completing the said development work and/or construction of the Project at the costs and expenses of the Developer as may be required by the Developer in this regard.

- 11.9 It is further clarified that if any other clearances, certificates, no objection certificates, mutations etc., in respect of the "Said Property" is required whether for the purpose of sanction or construction or anything relating thereto, the Developer shall obtain the same in the name of the Owners at the costs and expenses of the Developer.
- 11.10 The Owners shall not be considered to be liable for any default or breach of its obligations hereunder to the extent that the performance of such obligations is prevented by the existence of the Force Majeure causes. The obligations of the Owners shall remain suspended during the duration of such Force Majeure.
- 11.11 It is further clarified that if the Owners' title and/or representation in respect of the "Said Property" as aforesaid is found defective or untrue, then the Developer will rectify the same and/or settle the dispute and/or claim thereof on behalf of the Owners and the loss or expenses incurred by the Developer with regard to the said rectification and/or settlement of the said dispute and/or claim shall be adjusted from the Owners' Allocation accordingly.

## **12. Powers and Authorities**

- 12.1 Power of Attorney for Building Plans Sanction: The Owners shall grant to the Developer and/or its nominees Power of Attorney for the purpose of getting the Building Plan/s sanctioned / revalidated / modified / altered by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building/s.
- 12.2 Power of Attorney for Construction and Sale of Units: The Owners shall grant to the Developer and/or its nominees Power of Attorney for construction of the Building/s Complex/ Project and booking and sale of all Units within the Developer's Allocation.
- 12.3 Further Acts: The Owners shall also from time to time grant further Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts, deeds, matters and things, to carry out development of the "Said Property" and construction of the Project in conformity with the terms and conditions of this Agreement. Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertakes that they shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement



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- including but not limited to the documents as required for obtaining financial accommodation from any bank and/or financial institution.
- 12.4 The Owners herein shall not in any manner encumber, sell or otherwise deal with the "Said Property" nor part with possession of the "Said Property", in any manner whatsoever. This will not however prevent the Owners to deal with the "Owners' Allocation" in terms hereof.
- 12.5 The detailed powers granted by this presents are given in the Third Schedule hereunder.

**13. CONSTRUCTION WORK:**

- 13.1 The construction of the said Project shall be strictly as per the Municipal Laws and/or the Building rules, regulations and byelaws framed there under and the same strictly in accordance with the Sanctioned Plan. In this respect, the Developer shall keep the Owners absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said Project and/or any accident or untoward incident arising at the site due to construction and/or the said development work being in deviation from the Sanctioned Plan and/or in violation of the Kolkata Municipal Corporation Laws and/or the Rules, regulations and bye-laws there under.
- 13.2 The Developer herein shall appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said Project as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the Project and to comply with all applicable laws connected therewith and in this respect, the Owners shall not in any manner be responsible.
- 13.3 The Developer herein shall appoint the Architect at its discretion, as also retain and appoint Engineer and Contractor for carrying out of the said development work and/or construction of the Project, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be so appointed shall be incurred and paid by the Developer and in this respect the Owners shall not in any manner be liable.



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- 13.4 The works of development of the "Said Property" and/or construction of the proposed Project by the Developer shall be by use of standard quality building materials and the same as per the recommendations of the Architects and also as per the Specifications mentioned in the ***Second Schedule*** hereunder written.
- 13.5 The Developer hereby assures that the Owners would not suffer due to any lapses and/or negligence on the part of the Developer in carrying out the development or construction. The Developer shall obtain all necessary insurances in respect of the Project.

14. Developer shall be liable to pay GST and other Statutory Liabilities, levies and taxes in respect SAID PROPERTY as mentioned in the Second Schedule.

**15. COSTS OF CONSTRUCTION:**

- 15.1 The Developer herein shall solely be responsible for carrying out the development of the "Said Property" and construction of the proposed Project.
- 15.2 The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing development of the "Said Property" and the construction of the proposed Project in one or more phases and the same as per the Sanctioned Plan approved and/or to be revised/modified by the competent authority.
- 15.3 The parties have agreed that the Developer herein shall bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the Municipality and/or the competent authority and other concerned Government authorities and/or departments and the Developer herein shall bear the fees, remuneration and costs required to be paid to the Architects and Engineers.
- 15.4 It is agreed and made clear that the Owners herein shall not be responsible to bear and pay towards the costs of construction in respect of the planning or development of the "Said Property" and/or construction of the proposed Project.

**16. PUBLICITY & MARKETING**

- 16.1 The Developer shall have the exclusive right and entitlement to market / advertise / promote the entire Project including the right to sell, transfer and otherwise dispose-off any Units and/or other constructed areas or spaces and Parking Spaces and other facilities within the Developer's Allocation comprised



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- 16.1 in the Projection such terms and conditions and at such prices as may be decided from time to time by the Developer.
- 16.2 The Developer may retain and appoint qualified agents for marketing and sales of the Project on such terms and conditions as the Developer would think proper. The terms of appointment shall be such that no preference on any account shall be given to any of the parties hereto and the marketing agent will be required to treat the parties hereto at par in all matters.
- 16.3 The Developer shall be entitled to receive consideration / allotment money / advance consideration, etc. in its own name in respect of sale of the Units and other areas within the Developer's Allocation comprised in the Project and give receipts thereof and transfer Ownership possession, use or occupation of any such Units and/or spaces structures and other facilities to the persons intending to purchase the same.
- 16.4 The Owners and the Developer hereby agree, undertake and acknowledge that the Developer shall be entitled to enter into any arrangement or agreement for transfer / allotment, booking of any Unit or any other saleable spaces/ area within the Developer's Allocation in the Project to be developed or constructed over the "Said Property" and to accept or receive any request for booking or allotment of any Unit or any other saleable spaces/areas within the Developer's Allocation in the Project to be developed or constructed over the "Said Property".
- 16.5 The Parties hereby agree that all booking amounts, advances and sale proceeds received by the Developer for the sale and/or otherwise transfer of the Units within the Developer's Allocation comprised in the Project shall be appropriated solely by the Developer.
- 16.6 The publicity and marketing of the project of development of the building complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.

## 17 **SALE OF UNITS/PROJECT:**

- 17.1 The Developer would sell, transfer or otherwise dispose of the Units and/or Car Parking Spaces of the Project within the Developer's Allocation in favour of the intending transferees, on leasehold basis and the same on such terms and conditions as the Developer may decide subject to the following terms and conditions:
- 17.2 All Sale Deed with regard to the Developer's Allocation shall be signed and registered by the Developer as per this Agreement and the Development



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- Power of Attorney agreed to be granted by the Owners in favour of the Developer. However, the power and authorities as to be given by the Owners to the Developer and/or its representative shall always be subject to fulfillment of all obligations of the Developer towards the Owners.
- 17.3 It has been agreed that the payment of the allotment money by the intending transferees, the entirety of the Total Sale Proceeds including the earnest monies, part payments and consideration amounts, which the Developer would from time to time receive and/or realize on account and in respect of transfer of the several Residential Units, Commercial Units and Car Parking Space of the Project within the Developer's Allocation would be taken in the name of the Developer and all buyers/transferees shall be notified in respect thereof and deposited in the Account of the Developer.
- 17.4 For the transfer of the commercial units and other saleable spaces of the Project within the Developer's Allocation as mentioned hereinabove, the Developer shall be entitled to enter into Agreements and/or contracts with the intending buyers and also to receive earnest moneys, part payments and consideration amounts, which the Owners hereby agree and confirm.
- 17.5 The Parties hereto hereby agree that all agreements, contracts, deeds and documents for transfer of the Residential Units, Commercial Units and Car Parking Space of the Project shall be drawn up on terms, conditions and covenants as the Developer may decide. Further, Owners should also maintain the same format of document while disposing the Owners' Allocation being a part of the said Project to the future allottees.
- 17.6 The Parties hereto hereby further agree that the Developer herein shall at all times be entitled to install and/or affix hoardings, signage, bill-boards etc. at the Said Property of its said brand name.

## **18 ALLOCATION**

- 18.1 "Owners' Allocation" shall mean The Owners shall be allotted total 4000 Square Feet Covered Area as Owners' Allocation which is divided in Eight Flats **i.e. 1.** one Flat measuring an area of 666 Sq. Ft. more or less, allocated to Owner No. 1 namely Pran Krishna Sarkar, **2.** one Flat measuring an area of 666 Sq. Ft. more or less, allocated to Owner No. 2 namely Sujit Sarkar, **3.** Two Flats measuring an area of 333 Sq. Ft. each equivalent to 666 Sq. Ft. more or less in total, allocated to Owner No. 3 namely Amal Krishna Sarkar, **4.** one Flat measuring an area of 333 Sq. Ft. more or less, allocated to Owner No. 4 namely Sumit Sarkar, **5.** one Flat measuring an area of 333 Sq. Ft. more



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or less, allocated to Owner No. 5 namely Sraboni Acharya, **6.** Two Flats measuring an area of 666 Sq. Ft. each equivalent to 1332 Sq. Ft. more or less in total, allocated to Owners No. 6,7,8,9 namely Khagendra Nath Sarkar, Sudhir Chandra Sarkar, Dilip Kumar Sarkar, Niyati Chowdhury jointly, of the newly constructed Building which consists of the Residential Area together with undivided proportionate share in the land and undivided proportionate share in the Common Parts, which includes Common Roof Right. Tenants Liability will be borne by the Developer. Developer will pay Rs. 5000/- per month for 4 Flats for the shifting of the Owners.

- 18.2 "Developer's Allocation" shall mean (1) the balance entire Constructed/Unconstructed, (Residential, Commercial and Car Parking Spaces (Covered and Open) and other Commercial Units on the Ground Floor save and except which shall be allotted to the Owners as mentioned hereinabove, of the Said Building, Together with Roof Right, Together with undivided proportionate share in the land and undivided proportionate share in the Common Parts.
- 18.3 The owners allocation measuring an area of 4000 Sq.ft as above mentioned will be demarcated after sanction of building plan from KMC.
- 18.4 The Parties agree that the Developer shall be responsible to keep the Owners' Allocation secured from entry of trespassers or any other person who has no legal right over possession on the Owners' Allocation.
- 18.5 The Parties agree that the Developer shall have the sole, exclusive and absolute right to recover their cost of construction and profits from sale of the Developer's Allocation.
- 18.6 The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners will be prevented from enjoying, selling assigning, disposing of the Owners' Allocation or any part of it.
- 18.7 The Developer shall bear all the Municipal Taxes and other expenses after the Plan shall be sanctioned and the Developer has borne the cost and expenses relating to amalgamation.
- 18.8 The Developer shall complete the construction and make the said Project habitable and handover the Owners' Allocation within the Project Completion Date i.e. **24 months from the date of Sanction Plan and start of**



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**Construction whichever is later and with a grace period of 6 months** as described hereinabove, unless prevented by the circumstances of Force Majeure described hereinabove. After the completion of the Owners' Allocation, the Developer will inform the Owners to take possession of the Owners' Allocation in favour of the Owners in writing via Speed Post/ Registered Post and the Owners shall be bound to take the possession of the Owners' Allocation within 15 (Fifteen) days from the date of issuance of the said letter and if the Owners fail to take delivery of the Owners' Allocation within the stipulated time then it shall be deemed that satisfactory physical possession of the Owners' Allocation has been handed over to the Owners by the Developer on the seventh day of the date of issuance of the said letter and the Developer shall have no responsibility with regard to the Owners' Allocation thereafter.

18.9 Neither party shall demolish or permit demolishing or any wall or other structure in their respective allocation or any portion thereof and make any structural alteration after completion of the said Project without the written permission of the Society.

18.10 The Developer shall take the responsibilities of providing two Shifting (accommodation) to the Owners within nearby vicinity and bear the Charges till Owners are handed over their allocation.

18.11 After completion of Building to get the electric connection on the same, the electric connection shall be taken by Owners and the Developer.

## **19 MORTGAGE:**

19.1 The Owners hereby agrees, undertakes and acknowledges that the Developer shall be entitled, to obtain loans and/or advances from any RBI recognized financial institution/Bank and/or Non-Banking Financial Companies (NBFCS) as may from time to time be required specifically and only for carrying out and completing the Project and not for any other purpose and the same by creating charge/mortgage over the Developer's Allocation by deposit of original title deeds or through a Deed of Simple Mortgage of and in respect of the Said Property and the same on such terms and conditions as the Developer shall think proper.

19.2 To enable the Developer to raise finance exclusively for development of the "Said Property", the Owners shall extend its co-operation and assistance as may be required for obtaining such loans and advances from any RBI recognized financial institution/Bank and/or Non-Banking Financial Companies (NBFCS) as also for creating charge over the Developer's Allocation in the "Said Property" and/or the Project. The Owners for such purpose shall grant Power



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- of Attorney, wherein, the Developer and or its nominee or nominees would be empowered to represent the Owners to create charge in favour of the Banks and/or Non-Banking Financial Companies (NBFCs) in respect of the Developer's Allocation.
- 19.3 The Developer shall solely and exclusively be responsible to repay the loans and advances, which the Developer may obtain as aforesaid as also to pay all interest thereon and charges related thereto and in this regard the Owners shall not be liable or responsible in any manner what so ever.
- 19.4 The Developer shall keep the Owners as also the "Said Property" and/or the said Project absolutely indemnified and harmless against repayment of such loans and advances including interest and all other connected obligations and liabilities and against any loss, damage, cost, claim, demand, action, prosecution or proceeding as may be suffered or incurred by the Owners or any buyer/transferee in the Project in this regard.
- 19.5 In no manner whatsoever till the completion of the project the Owners shall not be entitled to mortgage the Said property in favour of the Banks and/or Non-Banking Financial Companies (NBFCs) and till completion of the Project all the title documents shall be in the custody of the Developer.

## **20 RATES, TAXES AND MAINTENANCE:**

- 20.1 The Owners herein shall bear and pay the land revenue, Kolkata Municipal Corporation taxes and other rates, taxes and outgoings whatsoever concerning or relating to the "Said Property" for the period till the date of execution hereof.
- 20.2 On and from the date of execution of this present, the Developer herein shall bear and pay the land revenue as also the Municipality Taxes and other rates taxes and outgoings whatsoever concerning or relating to the "Said Property" till the Developer complete construction of the Project and after handing over possession of the Owners' Allocation, the Developer and the Owners shall be liable to pay the rates and taxes and other levies in respect of their final allocation settled between the Owners and the Developer accordingly.
- 20.3 On and from the date of completion of the proposed Project as also making over of possession of the several Units and Car Parking spaces of the Project to the buyers and/or transferees, the Buyers/Transferees shall be responsible to bear and pay the land revenue, Kolkata Municipal Corporation taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and



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service charges on account of their respective units.

- 20.5 On and from the date of completion of construction of the said Project, the Developer shall be responsible to look after, manage and administer the day to day maintenance of the Project as also maintenance of the common parts, areas, amenities and facilities at the Project, on the terms and conditions the Developer deems fit and proper, and till the formation of an Association/ Syndicate or incorporation of a Company for the purpose.
- 20.6 The Developer shall cause an Association or Syndicate or Limited company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said Project. The Developer shall also be responsible to frame the rules, regulations and byelaws of such Management Association/ Syndicate / Company.

## **21 CERTAIN DEFAULTS AND CONSEQUENCES:**

- 21.1 In case the Developer fails to construct and complete the Project within completion time as contemplated hereinabove then and in such event, the Developer shall be entitled to a further grace period of 6 (six) months subject to the Developer paying the "delay penalty/amount "and any other liabilities and consequences arising thereof to the Buyers/Transferees of both the Owners and the Developer as may be agreed in the Unit Transfer Agreement during such extended grace period of 6 (six) months. Provided also that if the Developer still fails to comply with its obligations within such extended grace period of 6 (six) months.
- 21.2 None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to conciliation and arbitration as provided hereunder. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

## **22 MISCELLANEOUS:**

- 22.1 The Owners and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Owners nor shall the parties hereto constitute an Association of persons.



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- 22.2 Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Owners of the "Said Property" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.
- 22.3 The proposed Project to be erected by the Developer in or upon the land comprised in the "Said Property" shall be named with such name as decided by the Developer.
- 22.4 On completion of the development of the "Said Property" and construction of the said Project as also distribution of the Owners' Allocation and the Developer's Allocation between the Owners and the Developer respectively as mentioned hereinabove, this Agreement shall stand fulfilled.
- 22.5 The Owners and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.
- 22.6 Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.
- 22.7 At all times hereafter the Developer hereto shall indemnify and agree to keep the Owners, saved, harmless and indemnified in respect of all losses, damages, costs, claims, demands, actions, proceedings, liabilities, fines, penalties or other consequences (whether criminal civil or revenue) suffered or incurred by the Owners and arising due to any delay or default of the Developer in complying with the terms and conditions hereof.
- 22.8 Any Goods and Service Tax or other impositions and taxes relating to development and construction of the Project and in respect of implementation of this transaction shall be borne and paid by the Developer.

23. **NOTICES:**

- 23.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally or sent by



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registered post with acknowledgement due to the proper address, described below and for the attention of the relevant Party (or such other address as is notified in the manner mentioned in this Clause by each Party from time to time) and by email. The Owners shall address all such notices and other written communications to **Ajmir Tower Pvt. Ltd.** and the Developer shall address all such notices and other written communications to Owner No. 4 namely Sumit Sarkar, the authorized representative of the Owners.

23.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served (1) if delivered personally, at the time of delivery (2) if sent by registered post, on the 4<sup>th</sup> day of handing over the same to the postal authorities.

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

23.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered **not** to have been served.

24 **No Assignment/Nomination:** Under no circumstances, either of the Parties be entitled to assign/nominate or transfer any benefit of any nature whatsoever, as conferred in their favour by virtue of this Agreement and/or Said Property.

## 25 **DOCUMENTATION:**

25.1 All agreements, contracts, deeds, documents for the sale of the units at the Project shall be identical containing the similar terms and conditions as may be decided by the Developer in consultation with the Owners.

25.2 All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for transfer of Units and other saleable spaces of the Project shall be prepared by Sanchari Mitra, Advocate (**Project Advocate**) and the same shall be strictly in accordance with the agreed terms under this agreement.

## 26 **ENTIRE AGREEMENT:**



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- 26.1 This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.
- 26.2 This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "Said Property" and/or development thereof as also construction of the proposed Project thereat shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

## 27 **AMENDMENTS:**

- 27.1 No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

## 28 **SEVERABILITY:**

- 28.1 If any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

## 29 **ARBITRATION AND CONCILIATION:**

- 29.1 In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this Agreement or any of the clauses herein recorded and/or the completion of the transaction as per this Agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.
- 29.2 In the event the parties hereto being not able to amicably clarify the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences as provided hereinabove, all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred and adjudicated adjudication as per the provisions of the Arbitration and Conciliation Act, 2015.

## 30 **JURISDICTION:**



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- 30.1 The Courts at Kolkata shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or relating to or arising out of this Agreement.

### **31 MUNICIPAL TAXES AND KHAJANA:**

- 31.1 The Owner shall pay the municipal rates and taxes, khajna, rents, fees, etc., for all periods prior to the execution of this Agreement.
- 31.2 From the date of this Agreement the developer shall pay the municipal rates and taxes, khajna, rents, fees, etc.
- 31.3 From the date of handing over possession of the respective units and/or from the date of notice of possession to the Owner and /or to the Transferees, the Owner and /or the Transferees shall be responsible to pay all respective rates and taxes.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO** **"FIRST LAND"**

**ALL THAT** piece and parcel of land area measuring about 4 Cottah 6 Chittack be the same little bit more or less, but as per the Original Title Deed land area measuring about 4 Cottah 4 Chittack 5 Square Feet, together with structure measuring about 550 Square Feet, comprised in Holding No. 66 & 66A, Division 3, Sub Division 15, Dihi Panchannagram, lying and situated at Premises No. 29D, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, under Assessee No. 110340400550.

#### **THE SECOND SCHEDULE ABOVE REFERRED TO** **SECOND LAND**

**ALL THAT** piece and parcel of land area measuring about 5 Cottah be the same little bit more or less, together with structure measuring about 720 Square Feet, comprised in Holding No. 68 & 68B, Division 3, Sub Division 15, Dihi Panchannagram, lying and situated at Premises No. 29/4A, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, Assessee No. 110340400598.

#### **THE THIRD SCHEDULE AS REFERRED ABOVE** **SAID PROPERTY**

**ALL THAT** piece and parcel of land measuring about **9 Cottah 4 Chittack 5 Square Feet**, lying and situated at Premises No. 29D, Barwaritala Road, Kolkata 700 010, Police Station Beliaghata, District 24 Parganas South, now within the ambit of Kolkata Municipal Corporation. Under Ward No. 34, Assessee No. 110340400550.



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**1 0 AUG 2022**  
**Dist.-South 24 Parganas**



I	1606-2022	61894 to 61922	1606003 47	Benu Das	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	61864 to 61893	1606003 42	Manora njan Sarkar	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	61995 to 62023	1606003 50	Purnima Das	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	80900 to 80921	1606022 15	Smriti Rekha Das	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	62081 to 62108	1606003 48	Jaba Sarkar, Sukla Sarkar	NA	2/81 <sup>st</sup>	NA	NA	NA
I	1606-2022	61570 to 61598	1606003 45	Anjali Roy	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	62109 to 62137	1606003 39	Jyotsna Sarkar	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	61525 to 61569	1606003 41	Paritosh , Haritosh , Santosh, Pihush, T ulsi Rani, Puspa	1/54 <sup>th</sup>	1/54 <sup>th</sup>	NA	NA	NA
I	1606-2022	47339 to 47378	1606011 76	Susanta, Shyama , Khukhu, Subarna	NIL	NIL	1/30 <sup>TH</sup>	1/60 <sup>I</sup> II	1/60 <sup>III</sup>
I	1606-2022	62166 to 62197	1606004 16	Bani Das	NIL	NIL	1/30 <sup>TH</sup>	1/60 <sup>I</sup> II	1/60 <sup>III</sup>
I	1606-2022	80793 to 80815	1606022 17	Kakali Sarkar	NIL	NIL	NIL	1/90 <sup>th</sup>	1/90 <sup>th</sup>
I	1606-2022	96347 to 96380	1606027 89	Samarend ra Das, Dibyendu Das, Saradindu Das, Rekha	NIL	NIL	1/30 <sup>TH</sup>	1/90 <sup>I</sup> II	1/90 <sup>III</sup>



**A.D.S.R., SEALDAH**  
**10 AUG 2022**  
**Dist.-South 24 Parganas**

				Das, Swagata Biswas, Minati Das, Debasmi ta Das					
				<b>TOTAL</b>	<b><u>7/54<sup>TH</sup></u></b>	<b><u>25/16</u></b> <b><u>2 th</u></b>	<b><u>1/10<sup>th</sup></u></b>	<b><u>11/1</u></b> <b><u>80 th</u></b>	<b><u>11/180</u></b> <b><u>TH</u></b>

**Thus the present Owners along with share in respect of Premises No. 29/4A, Barwaritala Road, Kolkata 700 010 are stated as follows :**

<b><u>Serial No.</u></b>	<b><u>Name of the Owners</u></b>	<b><u>Share by self acquired</u></b>	<b><u>Share by way of Gift</u></b>	<b><u>Total</u></b>
1.	Khagendra Nath Sarkar	1/12 <sup>th</sup>	<b><u>NA</u></b>	<b><u>1/12<sup>TH</sup></u></b>
2.	Sudhir Chandra Sarkar	1/12 <sup>th</sup>	<b><u>NA</u></b>	<b><u>1/12<sup>TH</sup></u></b>
3.	Dilip Kumar Sarkar	1/12 <sup>th</sup>	<b><u>NA</u></b>	<b><u>1/12<sup>TH</sup></u></b>
4.	Niyati Chowdhury	1/12 <sup>th</sup>	<b><u>NA</u></b>	<b><u>1/12<sup>TH</sup></u></b>
5.	Pran Krishna Sarkar	1/27 <sup>th</sup>	<b><u>7/54<sup>th</sup></u></b>	<b><u>1/6<sup>th</sup></u></b>
6.	Sujit Sarkar	1/81 <sup>st</sup>	<b><u>25/162<sup>th</sup></u></b>	<b><u>1/6<sup>th</sup></u></b>
7.	Amal Krishna Sarkar	1/15 <sup>th</sup>	<b><u>1/10<sup>th</sup></u></b>	<b><u>1/6<sup>th</sup></u></b>
8.	Sumit Sarkar	1/45 <sup>th</sup>	<b><u>11/180<sup>th</sup></u></b>	<b><u>1/12<sup>th</sup></u></b>
9.	Sraboni Acharya	1/45 <sup>th</sup>	<b><u>11/180<sup>th</sup></u></b>	<b><u>1/12<sup>th</sup></u></b>

**(TOTAL : 1/12+1/12+1/12+1/12+1/6+1/6+1/6+1/12+1/12 = 1)**

**From the branch of Sashi Mohan Sarkar : 1/3<sup>rd</sup>**

**From the branch of Umesh and Ashwni Sarkar : 2/3<sup>rd</sup>**

**The present Nine owners are 1) Khagendra Nath Sarkar, Sudhir Kumar Sarkar, Dilip Kumar Sarkar, Niyati Chowdhury, Prankrishna Sarkar, Sujit Sarkar, Amal Krishna Sarkar, Sumit Sarkar and Sraboni Acharya as mentioned above.**



**A.D.S.R., SEALDAH**  
**10 AUG 2022**  
**Dist.-South 24 Parganas**


**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals, on this the day, month and year first above written in presence of the following witnesses:

**WITNESSES**

1.

Residence pada Saha  
4/65, R.M.M.G.  
Lane. Kol-10

- Pran Krishna Sarkar
- Sujit Saha.
- Anil Krishna Sarkar.
- Sumit Sarkar
- Sraboni Acharya

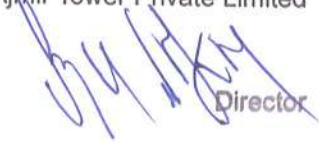
•  L.T.I of Khagendra Nath Sarkar by the pov of Deblina Saha

2. Deblina Saha, Sh.  
Alipore Judges Court  
Kol - 27

- Dilip Kumar Sarkar
- Niyati Chowdhuri

**(SIGNATURE OF OWNERS)**

Ajmir Tower Private Limited

  
Director

**(SIGNATURE OF DEVELOPER)**

Drafted and prepared by me: -

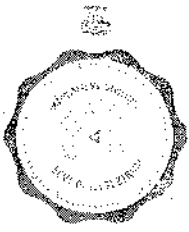
Deblina Saha.  
(DEBLINA SAHA)

Advocate

Alipore Judges Court  
Kolkata :- 700027  
Enrolment NO :- F/420/325/14



**A.D.S.R., SEALDAH**  
**10 AUG 2022**  
**Dist.-South 24 Parganas**



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

GRN Details

GRN: 192022230095314671 Payment Mode: Online Payment  
GRN Date: 10/08/2022 13:45:33 Bank/Gateway: AXIS Bank  
BRN : 713234796 BRN Date: 10/08/2022 13:46:18  
Payment Status: Successful Payment Ref. No: 2002387272/11/2022  
[Query No\*/Query Year]

Depositor Details

Depositor's Name: AJMIR TOWER PRIVATE LIMITED  
Address: 1C, EAST COOLIA ROAD, KOLKATA- 700010  
Mobile: 9831550566  
Depositor Status: Others  
Query No: 2002387272  
Applicant's Name: Mrs Deblina Saha  
Address: A.D.S.R. SEALDAH  
Office Name: A.D.S.R. SEALDAH  
Identification No: 2002387272/11/2022  
Remarks: Sale, Development Agreement or Construction agreement Payment No 11

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002387272/11/2022	Property Registration- Stamp duty	0030-02-103-003-02	75020
2	2002387272/11/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			<b>Total</b>	<b>75041</b>

IN WORDS: SEVENTY FIVE THOUSAND FORTY ONE ONLY.











Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 16062002387272/2022

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	Smt Niyati Chowdhuri 1/66, AZADGARH, City:- , P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040	Land Lord			Niyati chowdhuri 18.8.22
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mrs Deblina Saha Daughter of Mr P K Saha Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Mr Prankrishna Sarkar, Mr Sujit Sarkar, Mr Amal Krishna Sarkar, Mr Sumit Sarkar, Smt Sra Acharya, Mr Khagendra N Sarkar, Mr Sudhir Chandr Sarkar, Mr Dilip Kumar S Smt Niyati Chowdhuri, M Naskar			Deblina Saha. 18.8.22











(Amitava Ghosal)

ADDITIONAL DISTRICT  
SUB-REGISTRAR











OFFICE OF THE A.D.S.R.  
SEALDAH

South 24-Parganas, West  
Bengal








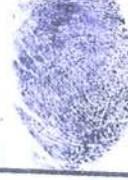




	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name Pram Krishna Sarkar  
 Signature Pram Krishna Sarkar

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












Name Sujit Sarkar  
 Signature Sujit Sarkar

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












Name Amal Krishna Sarkar  
 Signature Amal Krishna Sarkar














A.D.S.R., SEALDAH  
18 AUG 2022  
Dist.-South 24 Parganas

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


Name ..... SUMIT SARKAR .....  
 Signature ..... *Sumit Sarkar* .....

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

Name ..... SRABONI ACHARYA .....  
 Signature ..... *Sraboni Acharya* .....

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

Name ..... KHAGENDRA NATH SARKAR .....  
 Signature .....












 L.T.I of Khagendra Nath Sarkar  
 by the pen of *Seblina Saha*.



A.D.S.R., SEALDAH












1 6 AUG 2022

Dist.-South 24 Parganas

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












Name ..... SUDHIR CHANDRA SARKAR .....

Signature ..... *Sudhir chandra Sarkar* .....

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

Name ..... DILIP KUMAR SARKAR .....

Signature ..... *Dilip Kumar Sarkar* .....

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












Name ..... NIYATI CHOWDHURI .....

Signature ..... *Niyati chowdhuri* .....



**A.D.S.R., SEALDAH**  
**1 6 AUG 2022**  
**Dist.-South 24 Parganas**



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

Name ..... RAJU NASKAR.

Signature .....

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....



A.D.S.R. SEALDAH  
10 AUG 2022  
Dist-South 24 Parganas




## Government of West Bengal

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

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









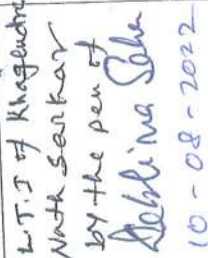


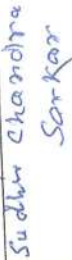
Signature / LTI Sheet of Query No/Year 16062002387272/2022

## 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	Mr Prankrishna Sarkar 29/4A, City:- , P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Land Lord			<i>Pran Krishna Sarkar</i> 10-08-2022
2	Mr Sujit Sarkar 16/2A, Beliaghata Main Road, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Land Lord			<i>Sujit Sarkar</i> 10-08-2022
3	Mr Amal Krishna Sarkar 29/4A, Barowari Tala Road, City:- , P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Land Lord			<i>Amal Krishna Sarkar</i> 10-08-2022










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
4	Mr Sumit Sarkar 29/4A, Barowari Tala Road, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Land Lord			 10-08-2022
5	Smt Sraboni Acharya 12A/H/13, Kali Tara Bose Lane, City:- , P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Land Lord			 10-08-2022
6	Mr Khagendra Nath Sarkar 1/1B/28, City:- , P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Land Lord			 10-08-2022
7	Mr Sudhir Chandra Sarkar Raghunathpur Dakshinpara, Block/Sector: 1, Flat No: 3B, City:- , P.O:- Rajarhat, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700059	Land Lord			 10-08-2022

43 11



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
8	Mr Dilip Kumar Sarkar 108/1D/1G, Dr.Suresh Chandra Banerjee Road, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Land Lord			 10-08-2022
9	Smt Niyati Chowdhuri 1/66, AZADGARH, City:- , P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040	Land Lord			 10-08-2022
10	Mr Raju Naskar 150, Raja Rajendralal Mitra Road, City:- , P.O:- Beliaghata, P.S:- Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Representative of Developer [Ajmir Tower Private Limited]			 10-08-2022
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mrs Deblina Saha Daughter of Mr P K Saha Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700010	Mr Prankrishna Sarkar, Mr Sujit Sarkar, Mr Amal Krishna Sarkar, Mr Sumit Sarkar, Smt Sraboni Acharya, Mr Khagendra Nath Sarkar, Mr Sudhir Chandra Sarkar, Mr Dilip Kumar Sarkar, Smt Niyati Chowdhuri, Mr Pei Naskar			 10-08-2022



(Anjaya Ghosal)







ADDITIONAL DISTRICT  
SUB-REGISTRAR  
OFFICE OF THE A.D.S.R.  
SEALDAH

South 24-Parganas, West  
Bengal



### Major Information of the Deed

Deed No :	I-1606-04132/2022	Date of Registration	22/08/2022
Query No / Year	1606-2002387272/2022	Office where deed is registered	
Query Date	04/08/2022 6:24:17 PM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	Deblina Saha Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9903018178, 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. 4,00,32,582/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,030/- (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:- Beliaghata, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Barowari Tala Road, , Premises No: 29D, , Ward No: 034 Pin Code : 700010

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 4 Chatak 5 Sq Ft		3,93,03,919/-	Width of Approach Road: 30 Ft.,
Grand Total :				15.274Dec	0 /-	393,03,919 /-	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1270 Sq Ft.	0/-	7,28,663/-	Structure Type: Structure
Gr. Floor, Area of floor : 1270 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1270 sq ft	0 /-	7,28,663 /-	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Prankrishna Sarkar</b> Son of Late Umesh Chandra Sarkar 29/4A, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: dxxxxxxx3f, Aadhaar No: 72xxxxxxx2221, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence
2	<b>Mr Sujit Sarkar</b> Son of Late Gopal Chandra Sarkar 16/2A, Beliaghata Main Road, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: arxxxxx4g, Aadhaar No: 33xxxxxxx8398, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence
3	<b>Mr Amal Krishna Sarkar</b> Son of Late Ashwini Kumar Sarkar 29/4A, Barowari Tala Road, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: kjxxxxx9m, Aadhaar No: 80xxxxxxx1992, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence
4	<b>Mr Sumit Sarkar</b> Son of Late Anadi Prasad Sarkar 29/4A, Barowari Tala Road, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ddxxxxx5a, Aadhaar No: 94xxxxxxx0097, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence
5	<b>Smt Sraboni Acharya</b> Daughter of Late Anadi Prasad Sarkar 12A/H/13, Kali Tara Bose Lane, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: eaxxxxx9j, Aadhaar No: 69xxxxxxx7766, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence
6	<b>Mr Khagendra Nath Sarkar</b> Son of Late Sashi Mohan Sarkar 1/1B/28, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: akxxxxx3k, Aadhaar No: 40xxxxxxx9355, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence
7	<b>Mr Sudhir Chandra Sarkar</b> Son of Late Sashi Mohan Sarkar Raghunathpur Dakshinpara, Block/Sector: 1, Flat No: 3B, City:- , P.O:- Rajarhat, P.S:-Rajarhat, District:-North 24-Parganas, West Bengal, India, PIN:- 700059 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: alxxxxx8l, Aadhaar No: 30xxxxxxx1821, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence



8	<p><b>Mr Dilip Kumar Sarkar</b>  Son of Late Sashi Mohan Sarkar 108/1D/1G, Dr.Suresh Chandra Banerjee Road, City:- , P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: alxxxxx5p, Aadhaar No: 92xxxxxxx7700, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 10/08/2022 ,Place : Pvt. Residence</p>
9	<p><b>Smt Niyati Chowdhuri</b>  Wife of Mr Dilip Chowdhury 1/66, AZADGARH, City:- , P.O:- Jadavpur, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: aoxxxxx6c,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence</p>

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Ajmir Tower Private Limited</b>  1C, East Coolia Road, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010 , PAN No.:: aaxxxxx2g,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Mr Raju Naskar (Presentant )</b>  Son of Mr Gobinda Naskar 150, Raja Rajendralal Mitra Road, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxx5d, Aadhaar No: 68xxxxxxx2633 Status : Representative, Representative of : Ajmir Tower Private Limited (as Director)</p>

**Identifier Details :**

Name	Photo	Finger Print	Signature
<p><b>Mrs Deblina Saha</b>  Daughter of Mr P K Saha  Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700010</p>			

Identifier Of Mr Prankrishna Sarkar, Mr Sujit Sarkar, Mr Amal Krishna Sarkar, Mr Sumit Sarkar, Smt Sraboni Acharya, Mr Khagendra Nath Sarkar, Mr Sudhir Chandra Sarkar, Mr Dilip Kumar Sarkar, Smt Niyati Chowdhuri, Mr Raju Naskar





<b>Transfer of property for L1</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Mr Prankrishna Sarkar	Ajmir Tower Private Limited-1.69711 Dec
2	Mr Sujit Sarkar	Ajmir Tower Private Limited-1.69711 Dec
3	Mr Amal Krishna Sarkar	Ajmir Tower Private Limited-1.69711 Dec
4	Mr Sumit Sarkar	Ajmir Tower Private Limited-1.69711 Dec
5	Smt Sraboni Acharya	Ajmir Tower Private Limited-1.69711 Dec
6	Mr Khagendra Nath Sarkar	Ajmir Tower Private Limited-1.69711 Dec
7	Mr Sudhir Chandra Sarkar	Ajmir Tower Private Limited-1.69711 Dec
8	Mr Dilip Kumar Sarkar	Ajmir Tower Private Limited-1.69711 Dec
9	Smt Niyati Chowdhuri	Ajmir Tower Private Limited-1.69711 Dec

<b>Transfer of property for S1</b>		
<b>Sl.No</b>	<b>From</b>	<b>To. with area (Name-Area)</b>
1	Mr Prankrishna Sarkar	Ajmir Tower Private Limited-141.11111100 Sq Ft
2	Mr Sujit Sarkar	Ajmir Tower Private Limited-141.11111100 Sq Ft
3	Mr Amal Krishna Sarkar	Ajmir Tower Private Limited-141.11111100 Sq Ft
4	Mr Sumit Sarkar	Ajmir Tower Private Limited-141.11111100 Sq Ft
5	Smt Sraboni Acharya	Ajmir Tower Private Limited-141.11111100 Sq Ft
6	Mr Khagendra Nath Sarkar	Ajmir Tower Private Limited-141.11111100 Sq Ft
7	Mr Sudhir Chandra Sarkar	Ajmir Tower Private Limited-141.11111100 Sq Ft
8	Mr Dilip Kumar Sarkar	Ajmir Tower Private Limited-141.11111100 Sq Ft
9	Smt Niyati Chowdhuri	Ajmir Tower Private Limited-141.11111100 Sq Ft



On 10-08-2022

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

Presented for registration at 20:35 hrs on 10-08-2022, at the Private residence by Mr Raju Naskar ,

**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 4,00,32,582/-

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

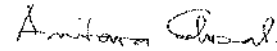
Execution is admitted on 10/08/2022 by 1. Mr Prankrishna Sarkar, Son of Late Umesh Chandra Sarkar, 29/4A, P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Service, 2. Mr Sujit Sarkar, Son of Late Gopal Chandra Sarkar, 16/2A, Road: Beliaghata Main Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Business, 3. Mr Amal Krishna Sarkar, Son of Late Ashwini Kumar Sarkar, 29/4A, Road: Barowari Tala Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Service, 4. Mr Sumit Sarkar, Son of Late Anadi Prasad Sarkar, 29/4A, Road: Barowari Tala Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Service, 5. Smt Sraboni Acharya, Daughter of Late Anadi Prasad Sarkar, 12A/H/13, Road: Kali Tara Bose Lane, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession House wife, 6. Mr Khagendra Nath Sarkar, Son of Late Sashi Mohan Sarkar, 1/1B/28, P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Service, 7. Mr Sudhir Chandra Sarkar, Son of Late Sashi Mohan Sarkar, Raghunathpur Dakshinpara, Sector: 1, Flat No: 3B, P.O: Rajarhat, Thana: Rajarhat, , North 24-Parganas, WEST BENGAL, India, PIN - 700059, by caste Hindu, by Profession Service, 8. Mr Dilip Kumar Sarkar, Son of Late Sashi Mohan Sarkar, 108/1D/1G, Road: Dr.Suresh Chandra Banerjee Road, , P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession Service

Identified by Mrs Deblina Saha, , Daughter of Mr P K Saha, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by profession Advocate

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

Execution is admitted on 10-08-2022 by Mr Raju Naskar, Director, Ajmir Tower Private Limited (Private Limited Company), 1C, East Coolia Road, City:- , P.O:- Beliaghata, P.S:-Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010

Identified by Mrs Deblina Saha, , Daughter of Mr P K Saha, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by profession Advocate



**Amitava Ghosal**

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**OFFICE OF THE A.D.S.R. SEALDAH**

**South 24-Parganas, West Bengal**

On 18-08-2022

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

Execution is admitted on 18/08/2022 by Smt Niyati Chowdhuri, Wife of Mr Dilip Chowdhury, 1/66, Road: AZADGARH, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by Profession House wife

Identified by Mrs Deblina Saha, , Daughter of Mr P K Saha, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by profession Advocate



**Endorsement by Commissioner after execution of Visit Commission Case No:-001412 of 2022**

Having visited the residence of Smt Niyati Chowdhuri, , Wife of Mr Dilip Chowdhury, 1/66, Road: AZADGARH, , P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700040, by caste Hindu, by profession House wife I have this day examined the said Smt Niyati Chowdhuri who has been identified to my satisfaction by Mrs Deblina Saha, , , Daughter of Mr P K Saha, Alipore Judges Court, P.O: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by profession Advocate AND the said Smt Niyati Chowdhuri has admitted the execution of this document

**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 10/08/2022 1:46PM with Govt. Ref. No: 192022230095314671 on 10-08-2022, Amount Rs: 21/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 713234796 on 10-08-2022, Head of Account 0030-03-104-001-16

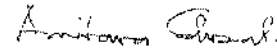
**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 75,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 23606, Amount: Rs.10/-, Date of Purchase: 07/07/2022, Vendor name: A SARKAR

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 10/08/2022 1:46PM with Govt. Ref. No: 192022230095314671 on 10-08-2022, Amount Rs: 75,020/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 713234796 on 10-08-2022, Head of Account 0030-02-103-003-02

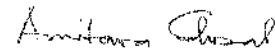


**Amitava Ghosal**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SEALDAH**  
**South 24-Parganas, West Bengal**

**On 22-08-2022**

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

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



**Amitava Ghosal**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SEALDAH**  
**South 24-Parganas, West Bengal**



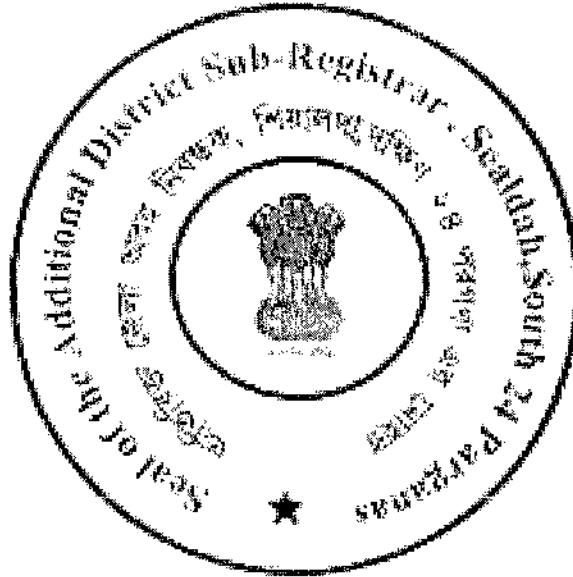


**Certificate of Registration under section 60 and Rule 69.**

**Registered in Book - I**

**Volume number 1606-2022, Page from 130178 to 130249**

**being No 160604132 for the year 2022.**



Digitally signed by AMITAVA GHOSAL  
Date: 2022.08.25 11:53:22 +05:30  
Reason: Digital Signing of Deed.

*Amitava Ghosal*

**(Amitava Ghosal) 2022/08/25 11:53:22 AM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SEALDAH  
West Bengal.**

**(This document is digitally signed.)**