

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

34AB 895000

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Dec - 18

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 F (II) 2/-
 G (a) 472/-
 G (b)
 Plan
 Xerox
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 C. Fees 10/-
 Total

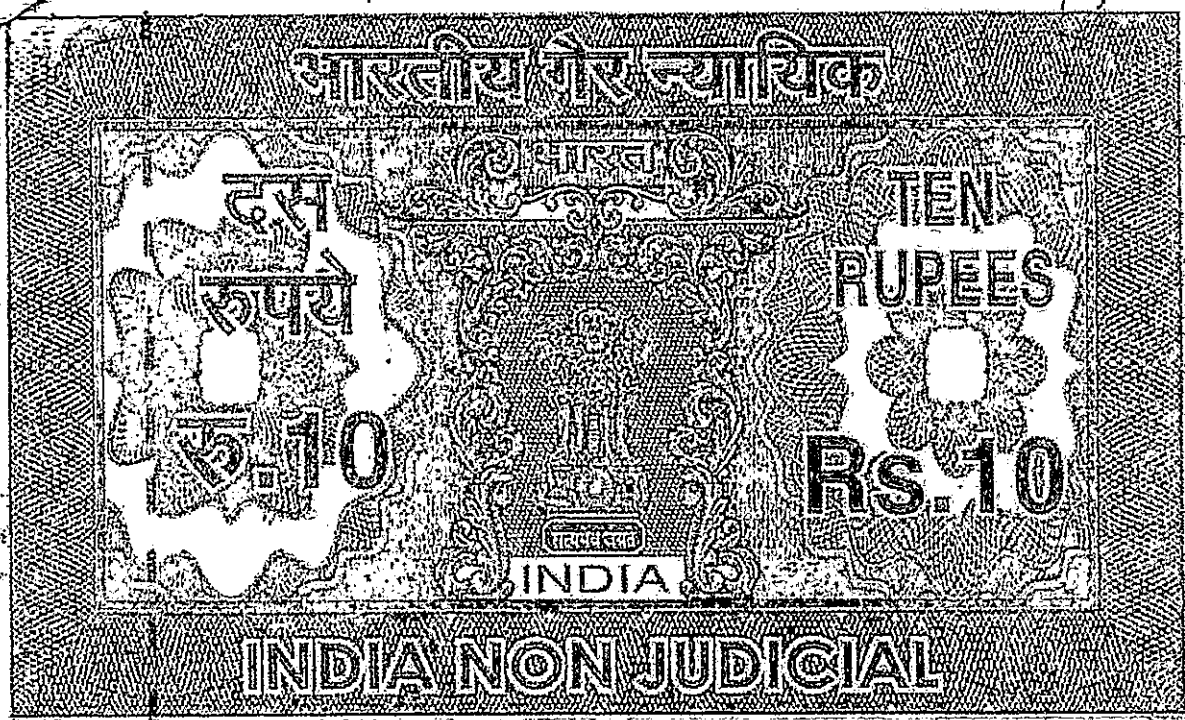


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 D.C.K. Alipore
 South 24 Parganas

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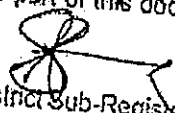
पश्चिम बंगाल WEST BENGAL

42AB 350879

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR JOINT VENTURE DEVELOPMENT made on this the ~~31st~~ day of December, Two Thousand Nineteen BETWEEN (1) AJOY KUMAR DAS (PAN AISPD6542N) (AADHAR NO. 2396 5657 2886), son of Late Dulal Das alias Chittaranjan Das, by faith Hindu, by occupation Business, Nationality Indian, (2) (MS.) RITA DAS (PAN AZCPD0151A) (AADHAR NO. 8900 7049 6930), daughter of Late Chittaranjan Das alias Dulal Das, by faith Hindu, by occupation Homemaker, Nationality Indian, (3) (SMT.) RINA DAS (PAN ANEPD4323N) (AADHAR NO. 6265 7266 2555), daughter of Late Dulal Das alias Chittaranjan Das, by faith Hindu, by occupation Homemaker, Nationality Indian, all are residing at 189C, Kasba Road, (also known as 189C, Banku Behari Chatterjee Road and B.B. Chatterjee Road), P.S. Kasba, P.O. Kasba, Kolkata 700 032

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


District Sub-Registrar-II
Alicore, South 24 Parganas

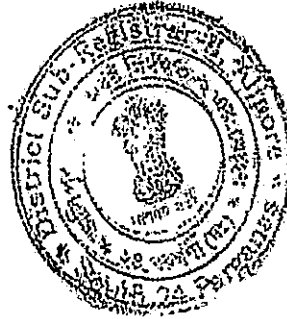
31 DEC 2019

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B. CHAUDHURI, Advocate
Calcutta High Court

NAME
ADD.
No.
15 NOV 2019
SURANJAN KUMARJEE
Lawyer
C.C.
223, K. S. Road, Calcutta

15 NOV 2019
15 NOV 2019



~~District Sub-Registrar-II
Allipore, South 24 Parganas~~

31 DEC 2019

Identified by me :
AJIT CHOWDHURY
Son of Late Suresh Chandra Chowdhury
F/28, Kalljunagar,
P.S. & P.O.-Jadavpur, Kolkata-700045
Occupation - Law Clerk



(4) (SMT.) RUMA ROY (alias RUMA DAS), (PAN AJAPR0886N) (AADHAR NO. 9730 9777 4459), wife of Sri Bhanu Das and daughter of Late Chittaranjan Das alias Dulal Das, by faith Hindu, by occupation Homemaker, Nationality Indian, residing at A-125, Arjun Park, Mukundapur, P.S. Purba Jadavpur, P.O. Kalikapur, Kolkata 700099 AND (5) (SMT.) RUPA DAS (alias NUPUR DEY) (PAN ESHPD4546P) (AADHAR NO. 2697 4290 2059), wife of Sri Arun Dey and daughter of Late Chittaranjan Das alias Dulal Das, by faith Hindu, by occupation Homemaker, Nationality Indian, residing at 8C, Broad Street, P.S. Karaya, P.O. Ballygunge, Kolkata 700019, hereinafter jointly referred to as "OWNERS" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART

AND

PAI INFRA REALTY LLP (PAN AAWFP8727H), a Limited Liability Partnership Company incorporated under the Limited Liability Partnership Act, 2008, having its Principal Office at 3A, Madan Street, P.S. New Market, P.O. New Market, Kolkata 700072, being represented by its Partners (1) INDER CHADHA (PAN ACDPC5460D) (AADHAR NO. 4231 5091 2092), son of Late Jagannath Chadha, by faith Hindu, by occupation Business, Nationality Indian, residing at 8, Chapel Road, P.S. Hastings, P.O. Hastings, Kolkata 700022 AND (2) PREM M ROHIRA (PAN ADJPRI348A) (AADHAR NO. 4697 1867 7110), son of Sri Manohar Ganeshmal Rohira, by faith Hindu, by occupation Business, Nationality Indian, residing at Flat No. 8C, Bally High, 1, Ballygunge Park Road, P.S. Karaya, P.O. Ballygunge, Kolkata 700019, hereinafter referred to as "DEVELOPER" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, executors, administrators-in-office, legal representatives and assigns) of the OTHER PART.

WHEREAS:

- I. Premises No. 189C, Kasba Road (also known as Banku Behari Chatterjee Road and B.B. Chatterjee Road), P.S. Kasba, Kolkata 700042:
 - A. One Girish Chandra Choudhury and Harish Chandra Choudhury, both sons of Late Narayan Chandra Choudhury were jointly the recorded Owners in the C.S. Parcha or records of right and were jointly the absolute Owners and absolutely seized and possessed of *inter alia*, ALL THAT the piece or parcel of, *inter alia*, Bastu land admeasuring 48 Decimals, comprised in Mouza Kasba, Pargana Kolkata, C.S. Khatian No. 915, C.S. Dag No. 1360, J.L. No. 13, R.S. No. 233, P.S. Tollygunge, District 24 Parganas each one possessed undivided 1/2 (one-half) share in the said properties.
 - B. While being the absolute Owners of the undivided 1/2 (one-half) share in the said properties said Girish Chandra Choudhury died intestate in the year 1946 leaving behind him surviving his wife (Smt.) Shyama Sundari Dasi (Chowdhury) as his only legal heir and successor.



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Alipore, South 24 Parganas

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- C. While being the absolute Owners of the undivided 1/2 (one-half) share in the said properties said Harish Chandra Choudhury died intestate in the year 1938 leaving behind him surviving his wife (Smt.) Kusum Kumari Dasi (Chowdhury) and the legal heirs and successors of his pre-deceased daughter named (Smt.) Mandodari Dasi (Chowdhury). The said (Smt.) Mandodari Dasi (Chowdhury), daughter of said Harish Chandra Choudhury died intestate in the year 1932 leaving behind surviving her husband Sashi Bhusan Das, since deceased, only son Dulal Das alias Chittaranjan Das and three daughters named (1) (Smt.) Anila Choudhury, (2) (Smt.) Anita Das and (3) (Smt.) Chabi Rani Choudhury as her only legal heirs and successors.
- D. The said Smt. Shyama Sundari Dasi (Chowdhury), wife of Late Girish Chandra Choudhury filed a Suit for Partition of the said properties against (Smt.) Kusum Kumari Dasi (Chowdhury), wife of Late Harish Chandra Choudhury, (Smt.) Kamini Bala Dasi (Chowdhury), wife of Late Bhutnath Choudhury and Dulal Das alias Chittaranjan Das, son of Late Mandodari Dasi (Chowdhury) and Late Sashi Bhusan Das, being Title Suit No. 132 of 1956 for Partition of the said properties, *inter alia*, the plots of land comprised in C.S. Khatian No. 915, C.S. Dag No. 1360, Mouza Kasba, Pargana Kolkata, J.L. No. 13, R.S. No. 233, Collectors' Touzi No. 145, P.S. then Tollygunge, District South 24 Parganas. The said (Smt.) Shyama Sundari Dasi (Chowdhury) during her lifetime also purchased a plot of land admeasuring 12 Decimals, a bit more or less comprised in C.S. Khatian No. 915, C.S. Dag No. 1360, Mouza Kasba, Pargana Kolkata, J.L. No. 13, R.S. No. 233, Collectors' Touzi No. 145, P.S. then Tollygunge, District South 24 Parganas with her own money.
- E. The parties in the said Suit amicably settled the disputes out of the court and filed a Compromise Petition in the said suit and as per the Compromise Petition the Ld. 9th Civil Judge (Senior Division) at Alipore, District 24 Parganas passed a final Decree dated 12th December, 1960 whereby the shares of the parties therein in the plot of land admeasuring 48 Decimals, a bit more or less together with the building and structures standing thereon comprised in C.S. Khatian No. 915, C.S. Dag No. 1360, Mouza Kasba, Pargana Kolkata, J.L. No. 13, R.S. No. 233, Collectors' Touzi No. 145, P.S. then Tollygunge, District South 24 Parganas was partitioned by metes and bound and the demarcated plots of land were allocated to the parties in the said Suit in the following manner more fully delineated in the map or plan annexed in the Final Decree of the Ld. Court.

(Smt.) Shyama Sundari Dasi	Lot A	18 Decimals
Chittaranjan Das alias Dulal Chandra Das	Lot B	13 Decimals
(Smt.) Kusum Kumari Dasi (Chowdhury)	Lot C	16 Decimals
(Smt.) Kamini Bala Dasi (Chowdhury)		No Share

F. Be it mentioned herein that the daughters of (Smt.) Mandodari Dasi (Chowdhury), pre-deceased daughter of Late Harish Chandra Choudhury had right of residence only as per Hindu Succession Act prevailing before the enactment of Hindu Succession Act, 1956 and they had no right, title and interest in the said

plots of land and as such the daughters were not included in the Title Suit filed in the year 1956 before the enactment of the said Act. The said (Smt.) Shyama Sundari Dasi (Chowdhury) after becoming the absolute Owners of the separated plot of land as per the Decree duly mutated her name in the records of the then Corporation of Calcutta.

G. By virtue of the Decree in the said Partition Suit No. 132 of 1956 said Chittaranjan Das alias Dulal Chandra Das became the absolute Owners, *inter alia*, of the plot of land admeasuring 13 Decimals, a bit more or less, comprised in C.S. Khatian No. 915, C.S. Dag No. 1360, Mouza Kasba, Pargana Kolkata, J.L. No. 13, R.S. No. 233, Collectors' Touzi No. 145, P.S. then Tollygunge, District South 24 Parganas. After becoming the absolute Owners of the said plot of land said Chittaranjan Das alias Dulal Chandra Das duly mutated his name in the records of the then Corporation of Calcutta subsequently Kolkata Municipal Corporation and the said plot of land was named and numbered by the Kolkata Municipal Corporation as the Municipal Premises No. 189C, Kasba Road, (formerly 189, Kasba Road), (also known as Banku Behari Chatterjee Road and B.B. Chatterjee Road), P.S. Kasba, Kolkata 700042 (hereinafter called "MOTHER PREMISES"). The Mother Premises in recorded in the Assessment records of the Kolkata Municipal Corporation Ward No. 91 under Assessee No. 21-091-09-0019-05.

H. The said Chittaranjan Das alias Dulal Chandra Das during his lifetime executed and registered a Deed of Family Settlement/Trust dated 15th October, 1966 registered in the office of the District Sub-Registrar at Alipore and recorded in Book No. 1, Volume No. 160, Pages 1 to 4, Being No. 8291 for the year 1966 whereby he settled the Mother Premises in the manner as more fully described on the terms and conditions more fully described therein whereby he made himself as the Settlor Trustee and on his death his wife (Smt.) Pravabati Das as the sole Trustee of the said Trust. In the said Deed of Trust he settled that when all his sons and daughters shall attain majority the said Trust will come to an end.

I. The said Chittaranjan Das alias Dulal Chandra Das alias Dulal das who was a Hindu governed by Dayabhaga School of Hindu Law died intestate on 3rd September, 1967 leaving behind him surviving his wife (Smt.) Pravaboti Das, two sons namely (1) Ashim Das and (2) Ajoy Kumar Das and four daughters namely (1) (Smt.) Rina Das, (2) (Smt.) Rita Das, (3) (Smt.) Rupa Dey and (4) (Smt.) Ruma Roy as his sole heirs and successors who jointly inherited the Mother Premises according to the Hindu Succession Act each one having undivided 1/6th (one-sixth) share in the Mother Premises.

J. The said Ashim Das, eldest son of Chittaranjan Das alias Dulal Das who was a Hindu governed by Dayabhaga School of Hindu Law died intestate on 16th February, 2000 leaving behind him surviving his wife (Smt.) (Smt.) Sumitra Das and only daughter (Smt.) Rupanjana Das as his only legal heirs and successors who jointly inherited his undivided 1/6th (one-sixth) share in the Mother Premises according to the Hindu Succession Act.

K. After the death of said Ashim Das, eldest son of Chittaranjan Das alias Dulal Das, his wife (Smt.) Sumitra Das and daughter (Smt.) Rupanjana Das jointly filed a Suit for Partition of the Mother Premises admeasuring 13 Decimals, equivalent to 7 Cottahs 13 Chittacks 38 Sq. ft., after actual measurement found 6 Cottahs 12 Chittacks 30 Sq. ft., a bit more or less a bit more or less situate and lying at Premises No. 189C, Kasba Road, (presently known as 189C, B.B. Chatterjee Road), P.S. Kasba, Kolkata 700042 before the Ld. 5th Civil Judge (Senior Division) at Alipore being Title Suit No. 121 of 2011. After hearing both the parties in the said Suit the Ld. 5th Civil Judge (Senior Division) at Alipore passed a Preliminary Decree dated 21st April, 2017 whereby the Ld. Court declared that the Plaintiffs and each of the Defendants shall have 1/6th (one-sixth) share in the Mother Premises which was demarcated in the map or plan enclosed to the said Decree.

L. During the pendency of the said suit said (Smt.) Pravaboti Das, wife of Late Chittaranjan Das alias Dulal Chandra Das died intestate leaving behind surviving her only son Ajoy Kumar Das and four daughters namely (1) (Smt.) Rina Das, (2) (Smt.) Rita Das, (3) (Smt.) Rupa Dey and (4) (Smt.) Ruma Roy as her only legal heirs and successors and her name was expunged as the Defendant. The Plaintiffs and the Defendants thereafter filed a Compromise Petition and the Ld. 5th Civil Judge (Senior Division) at Alipore passed the final Decree in the said Suit and independent shares were allocated to each of the parties therein on the basis of Compromise Petition in the following manner:

Smt. Sumitra Das and Smt. Rupanjana Das jointly	1/6th share	1 Cottah 2 Chittacks 5 Sq. ft.
Ajoy Kumar Das	1/6th share	1 Cottah 2 Chittacks 5 Sq. ft.
Smt. Rina Das	1/6th share	1 Cottah 2 Chittacks 5 Sq. ft.
Smt. Rita Das	1/6th share	1 Cottah 2 Chittacks 5 Sq. ft.
Smt. Rupa Das alias Nupur Dey	1/6th share	1 Cottah 2 Chittacks 5 Sq. ft.
Smt. Ruma Das alias Ruma Roy	1/6th share	1 Cottah 2 Chittacks 5 Sq. ft.

M. In the manner as aforesaid (1) Smt. Sumitra Das, (2) Smt. Rupanjana Das jointly became the absolute Owners of the divided and demarcated 1/6th share of land, (3) Ajoy Kumar Das, (4) (Smt.) Rina Das, (5) (Smt.) Rita Das, (6) (Smt.) Rupa Das alis Nupur Dey and (7) (Smt.) Ruma roy each one became the absolute Owners of the divided and demarcated 1/6th share of the plots of land situated and lying at the Municipal Premises No. 189C, B.B. Chatterjee Road (formerly named as Kasba Road), P.S. Kasba, Kolkata 700042 admeasuring 6 Cottahs 12 Chittacks 30 Sq. ft., a bit more or less as per the Preliminary Decree in Title Suit No. 121 of 2011.

N. The said Ajoy Kumar Das, (Smt.) Rina Das, (Smt.) Rita Das, (Smt.) Rupa Das alias Nupur Dey and (Smt.) Ruma Das alias Ruma Roy have jointly decided to develop their portion of land after separating the portion of (Smt.) Sumitra Das and (Smt.) Rupanjana Das being the plot of land totally admeasuring 5 (Five) Cottahs

10 (Ten) Chittacks 25 (Twenty five) Sq. ft., a bit more or less situate and lying at the Municipal Premises No. 189C, Kasba Road (also known as B.B. Chatterjee Road), P.S. Kasba, Kolkata 700042 more fully described in the **FIRST SCHEDULE** hereunder written and hereinafter called "**SAID PREMISES**".

O. The Owners herein jointly became interested to develop and commercially exploit the Said Premises after amalgamating the adjacent Premises No. 189/C/1, Kasba Road, (also known as B.B. Chatterjee Road), P.S. Kasba, Kolkata 700042 by constructing a new multi storied building thereon approached **Pai Infra Realty LLP**, a Limited Liability Partnership Firm being represented by its Directors (1) Inder Chadha, son of Late Jagannath Chadha and (2) Prem M. Rohira, son of Manohar Ganeshmal Rohira for developing and commercially exploiting the Said Premises by constructing a new building comprising of several flats/units/car parking spaces/ shops with the resources and funds of the Developer in accordance with the building plan to be sanctioned by Kolkata Municipal Corporation with such modifications and/or alterations, additions as may be required or which may be made and prepared by the Developer in consultation with the Architect from time to time on the explicit terms and conditions that the plot of land allocated to (1) Smt. Sumitra Das, (2) Smt. Rupanjana Das in the Title Suit No. 121 of 2011 will be separated from the total land area.

P. The Owners are herein and the Developer have negotiated and arrived at an agreement to develop the Said Premises upon demolition of the old structure for the mutual benefit on the terms and conditions hereunder written.

NOW THIS AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS:

Unless in this Agreement there is something contrary or repugnant to the subject or context, the following words shall have the following meanings:

ADVOCATE: shall mean **BITAN CHAUDHURI**, Advocate, Calcutta High Court, of 42/8A, Gariahat Road, Kolkata 700 029 and/or any other Advocate/s as the Owner and the Developer may deem fit and proper.

AGREEMENT FOR SALE: shall mean an agreement to be entered into between the Developer and the allottee/purchaser.

PURCHASERS: shall mean the person/s to whom an apartment would be allotted or sold or otherwise transferred by the Developer and would include the person who would subsequently acquire the said allotment through sale, transfer or otherwise but does not include a person to whom such apartment would be given on rent.

ARCHITECT: shall mean the Architect who shall be appointed by the Developer herein and/or such person or persons who may be appointed by the Developer as the Architect for the Said Building.

ASSOCIATION: shall mean any flat-owners' association, society or committee as may be formed by the flat-owners for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the flat-owners not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACES: shall mean the spaces in the portions/part of the ground floor level, whether open or covered, of the Said Building expressed or intended to be reserved for parking of motor cars/two wheelers.

COMMON AREAS, FACILITIES AND AMENITIES: shall mean the entire land, lift, staircase and lift lobbies, ultimate roof of the Said Building, common entrances and exits in the Said Building, accommodation for security persons, installations of central services such as electricity, water, sanitation, water tanks, pumps, motors, and all apparatus connected with installations for common use, as provided in the said project and all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use.

COMMON EXPENSES: shall mean and include all expenses for maintenance, management, upkeep and administration of the common areas, facilities and amenities and for rendition of common services in common to the transferees and all other expenses for the common purpose including those mentioned in the Third Schedule hereunder written to be contributed, borne, paid and shared by the transferees *Provided however* the charges payable on account of generator, electricity etc. consumed by or within any Flat/unit shall be separately paid or reimbursed to the flat-owners' association.

COMMON PURPOSES: shall mean and include the purpose of managing, maintaining and up keeping the Said Building as a whole in particular the common areas, facilities, amenities and rendition of common services in common to the transferees and/or the occupants in any other capacity, collection and disbursement of the common expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective flats/units exclusively and the common areas, facilities and amenities in common.

COMPLETION CERTIFICATE: shall mean the completion certificate, or such other certificate, by whatever name called, to be issued by the competent authority certifying that the said project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority.

CO-TRANSFEREES: shall mean all the prospective or actual transferees who for the time being have agreed to acquire any flat/unit in the Said Building.

DEPOSITS/EXTRA CHARGES/TAXES: shall mean the amounts specified in the Fourth Schedule hereunder to be deposited/paid by the Owners/transferees of the units or their respective transferees as the case may be to the Developer.

DEVELOPMENT: shall mean carrying out the development of the Said Premises, engineering or other operations in, on, over or under the land or the making of any material change in the Said Premises.

DEVELOPMENT WORKS: shall mean the external development works and internal development works on the Said land.

DEVELOPER'S ALLOCATION:

Shall mean (after giving owners allocations herein) all the remaining areas/portions in full or part of the sanctioned areas to be sanctioned by Kolkata Municipal Corporation and also unutilised/extra F.A.R. (Floor Area Ratio), any additions, alterations, modifications which may be sanctioned later by Kolkata Municipal Corporation as partial/full or as additional floor during/after construction comprised in flats/units/apartments/shops/car parking spaces/roof of the said building and common areas after allocating Owners' Allocation as mentioned herein according to the building plan to be sanctioned by Kolkata Municipal Corporation together with the proportionate undivided impartible share and/or interest in the land comprised in the Said Premises together with the adjacent Premises No. 189/C/1, Kasba Road (also known as B.B. Chaterjee Road), Kolkata 700042 after amalgamation of the two premises together with the proportionate undivided impartible share in the common areas, facilities, amenities and installations in the Said Building. The Developer shall be exclusively entitled to transfer or otherwise deal with or dispose of the Developer's Allocation to any other person/s without any right claim interest thereon whatsoever of the Owners and the Owners shall not in any way interfere with the same. In the event of sanction of any additional floor the same will be also part of developers allocations but no unauthorized construction will be allowed.

DEVELOPMENT RIGHTS: shall mean, in addition to what has been provided for elsewhere in this agreement, the entire development rights of the Said Building on the Said Premises and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

(a) enter upon and take possession and control of the Said Premises and every part thereof for the purpose of development of the Said Building/buildings;

(b) exercise full, free, uninterrupted, exclusive and marketing or transfer of rights in respect of the constructed spaces in the Developer's Allocation of the Said Building by way of any manner of transfer or creation of third-party rights therein, have exclusive control with respect to the pricing of the constructed space to be constructed on the Said Premises and enter into agreements with such Transferees, Assignees as it deems fit and to receive the full/part and complete proceeds as per the terms herein and give receipts and hand over possession, use or occupation of

the constructed space and proportionate undivided interest in the land underneath i.e. the Said Premises;

(c) carry out the construction/development after amalgamating the adjacent Premises No. 189/C/1, Kasba Road, (also known as B.B. Chatterjee Road), P.S. Kasba, Kolkata 700042 of the Said Building and remain in possession, control of peaceful enjoyment of the Said Premises or any part thereof until the completion of development of the Said Building and marketing or transfer of the constructed space in the Developer's Allocation of the Said Building on the Said Premises and every part thereof;

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(d) apply for and obtain from the relevant authorities all approvals for development and construction of the Said Building that are required to be obtained by the Developer in terms of this agreement;

(e) apply for and obtain from the relevant authorities all approvals for change of nature of use or purpose of the Said Premises and of the Said Building constructed thereon or on the part thereof;

(f) in the event of default by the Owners in compliance of their obligations under this agreement, at the sole discretion of the Developer, to do all such acts, deeds and things that may be required for the Said Building/allied works or for compliance of the terms in this agreement;

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(g) appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;

(h) make payment and or receive the refund of all deposits, or other charges to and from all public or governmental authorities or public or private utilities relating to the development of the Said Premises paid by the Developer;

(i) make applications to the concerned government/semi-government authority in respect of, and carry out, all the infrastructure/development, amalgamation and allied work, including levelling, water storage facilities, water mains, sewages, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the Said Premises as may be required by any approval, layout plan or order of any government/semi-government authority and acquire relevant approvals for obtaining water and electricity connections and approvals for cement, steel and other building materials, if any as the Developer deems fit;

(j) deal with, appear before and file applications, declarations, certificates and submit/receive information with, as may be required under the Applicable Law, any government authority in relation to the Said Building necessary for the full, free, uninterrupted and exclusive development of the Said Premises, the development of and construction of building on the Said Premises;

(k) carry out and comply with all the conditions contained in the approvals as may be obtained from time to time;

(l) execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing, or transfer of the constructed space to be constructed on the Said Premises as envisaged herein;

(m) manage the Said Premises and facilities/common areas constructed upon the Said Premises to transfer/assign right to maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Said Building;

(n) take appropriate actions, steps and seek compliances, approvals and exemptions under the provisions of the applicable law,

(o) demarcate the common areas and facilities, in the Said Building in the sole discretion of the Developer and also in consultation with the Owners, as per the lay out plan and applicable law and to file and register all requisite deeds and documents;

(p) generally any and all other acts, deeds and things that may be required for the exercise of the Development Rights,

FORCE MAJEURE: shall mean and include an event preventing either party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

INTERNAL DEVELOPMENT WORKS: shall mean passages, water supply, sewers, drains, disposal of sewage water, solid waste management and disposal, energy management, fire protection and fire safety requirements as per sanctioned plans.

MAINTENANCE-IN-CHARGE: shall mean and include such agency or any outside agency to be appointed by Developer and the Owners jointly under this agreement, for the common purposes having such rules, regulations and restrictions as may be deemed proper and necessary not inconsistent with the provisions and covenants herein contained.

MARKETING: shall mean marketing, selling, leasing, letting out or otherwise dealing with any space in the Said Building to any transferee for owning or occupying any flat, unit, apartment, and/or constructed space either by the Owners or Developer.

SAID BUILDING: shall mean the Said Building to be constructed, erected and completed in accordance with the Plan on the Said Premises.

OWNERS' ALLOCATION:

a) The Owners herein will be allocated the following areas in the new building (after amalgamation of the two premises as mentioned hereinabove) as per the Building Plan to be sanctioned by Kolkata Municipal Corporation as per Corporation rules together with the proportionate undivided impartable share and/or interest in the Amalgamated land comprised in the Said Premises together with the proportionate undivided impartable share in the common areas, ultimate roof, facilities, amenities and installations in the Said Building. The flats/units of the Owners' Allocation in the new building shall be demarcated in a Supplementary Agreement as mutually agreed and affirmed by the Owners herein to be executed after the sanction of the Building Plan by Kolkata Municipal Corporation and to be marked in the map or plan to be annexed to the said Supplementary Agreement on the same terms and condition mentioned in this Development Agreement.

Ajoy Kumar Das	900 Sq. ft. Built up area Flat. + 1 Covered Car Parking Space admeasuring 120 Sq. ft. + 1 Shop Room on the Ground Floor admeasuring 150 Sq. ft. Built up area.
(Smt.) Rina Das	450 Sq. ft. Built up area of flat
(Smt.) Rita Das	450 Sq. ft. Built up area of flat
(Smt.) Rupa Das alias Nupur Dey	400 Sq. ft. Built up area of flat
(Smt.) Ruma Das alias Ruma Roy	400 Sq. ft. Built up area of flat

b) Besides the Owners' Allocation as aforesaid simultaneously with the execution of this Agreement the Developer shall pay a sum of ₹ 16,00,000/- (Rupees Sixteen Lakhs) only to the Owners herein as more fully described hereinabove will be treated as non-refundable Security Deposit to be paid in the following manner:

Ajoy Kumar Das	₹ 12 Lakh
(Smt.) Rina Das	₹ 1 Lakh
(Smt.) Rita Das	₹ 1 Lakh
(Smt.) Rupa Das alias Nupur Dey	₹ 1 Lakh
(Smt.) Ruma Das alias Ruma Roy	₹ 1 Lakh

c) The said Premises No. 189C, Kasba Road (also known as B.B. Chatterjee Road), P.S. Kasba, Kolkata 700042, is partly tenanted by having 5 (five) shop rooms on the ground floor. The said Tenants will be allocated from the Owners' Allocation as mentioned below and will be re-allocated in the new building to be constructed in the Said Premises after amalgamation of the adjacent premises as per the building plan to be sanctioned by Kolkata Municipal Corporation (i.e. Owners of the Premises No. 189C, Kasba Road (also known as B.B. Chatterjee Road), P.S. Kasba, Kolkata 700042). During the construction of the new building the shopkeepers may be temporarily shifted and/or re-allocated inside/outside of the Said Premises at the costs and expenses of the Developer. However

besides the area allocation mentioned herein below, the Developer shall not pay any further sum to the owners/shopkeepers.

Name of the Owners to be allotted to the shopkeepers	Occupied Area Covered/Built up Area	Allocated Areas in the Said Building Covered/Built up Area
Ajoy Kumar Das.	3 (Three) Nos. of shops each one admeasuring 150 Sq. ft. Covered Area. and one shop room of 50 sq. ft. Covered Area.	2 (Two) Nos. of shops each one admeasuring 150 Sq.ft. Covered Area at front and One shop room at the back portion of the new building
Rita Das, Rina Das, Ruma Roy and Nupur Dey jointly	335 Sq. ft. Covered Area	335 Sq.ft. Covered Area at the front portion of the new building

d) The said Ajoy Kumar Das entered into a Joint Venture Development Agreement dated 17th August, 2012 with Mon Construction, a Proprietorship Firm having its Principal Office at 157/M, Prince Golam Hossain Shah Road, P.S. Jadavpur, Kolkata 700 032, being represented by its Proprietor, Rameshwar Prasad, son of Sri R.S. Bhagat Prasad, by faith Hindu, by occupation Business, residing at 157/M, Prince Golam Hossain Shah Road, P.S. Jadavpur, Kolkata 700 032 which was registered in the office of the District Sub-Registrar III at Alipore and recorded in Book No. I, CD Volume No. 16, Pages 864 to 903, Being No. 07580 for the year 2012 and also executed and registered a Development Power of Attorney dated 17th August, 2012 which was registered in the office of the District Sub-Registrar III at Alipore and recorded in Book No. I, CD Volume No. 16, Pages 3092 to 3105, Being No. 07581 for the year 2012.

f) The said Mon Construction, the erstwhile Developer spent lump sum for settling the disputes with the tenants/trespassers/occupiers and for their rehabilitation and re-allocation, survey of the Said Premises, repairing the dilapidated building and also for re-allocating the Owners in separate accommodations, payment of outstanding corporation taxes and dues but could not commence construction of the new building. The Owners have persuaded the erstwhile Developer to cancel the said Development Agreement on receipt of Rs. 51,00,000/- (Rupees Fifty One Lakhs) only which has already been paid earlier by the Developer herein in favour of Ajoy Kumar Das for cancellation of said Development agreement, (receipt whereof is hereby admitted and acknowledged), which will also be treated as non-refundable Security Deposit to the Owners' Allocation. On payment of the said amount to Mon Construction by said Ajoy Kumar Das, Mon Construction, the erstwhile Developer has cancelled the said Development Agreement dated 17th August, 2012 and also revoked and cancelled the Development Power of Attorney of the even dated which was registered on 30/12/2019 in the office of the District Sub-Registrar III at Alipore and recorded in Book No. IV, Being No. 160304854 for the year 2019 and with the cancellation of the said Development Agreement and Development Power of Attorney said Mon Construction shall have no further right, title and interest in the said Premises.

g) The said Ajoy Kumar Das, one of the Owner of the Premises later entered into another Joint Venture Development Agreement together with Development Power of Attorney both dated 16th December, 2016 with Nag Construction, a Proprietorship Firm having its Principal Office at 121, Banamali Naskar Road, P.S. formerly Behala Parnasree, Kolkata 700 060, being represented by its Proprietor, Tamal Nag, son of Late Ramprasad Nag, by faith Hindu, by occupation Business, residing at 121, Banamali Naskar Road, P.S. formerly Behala Parnasree, Kolkata 700 060, which was registered in the office of the District Sub-Registrar III at Alipore and recorded in Book No. I, Volume No. 1603-2016, Pages from 171533 to 171576, Being No. 160305887 for the year 2016 which was duly confirmed by the then outgoing Developer, Mon Construction, a Proprietorship Firm having its Principal Office at 157/M, Prince Golam Hossain Shah Road, P.S. Jadavpur, Kolkata 700 032, being represented by its Proprietor, Rameshwar Prasad, son of Sri R.S. Bhagat Prasad, by faith Hindu, by occupation Business, residing at 157/M, Prince Golam Hossain Shah Road, P.S. Jadavpur, Kolkata 700 032.

i) Due to several reasons both the Developers could not commence construction of the new Building and the Owners herein have persuaded Nag Construction, the Developer to cancel the said Development Agreement on receipt of Rs. 18,00,000/- (Rupees Eighteen Lakhs) only which has already been paid by the Developer herein earlier in favour of the owners herein which has been paid directly to Nag Construction for cancellation of said Development Agreement and Development Power of Attorney dated 16th December, 2016 and being confirmed by the Owners herein. On receipt of the said amount said Nag Construction had cancelled the Development Agreement and revoke the Development Power of Attorney both dated 16th December, 2016 and also revoked and cancelled the Development Power of Attorney of the even dated which was registered on 30/12/2019 in the office of the District Sub-Registrar III at Alipore and recorded in Book No. IV, Being No. 16030 for the year 2019 and simultaneously with the cancellation of the said Development Agreement and Development Power of Attorney said Nag Construction shall have no further right, title and interest in the said Premises of the Owners

j) It is specifically mentioned herein that due to any defect in title or for any other reasons whatsoever this Agreement is cancelled and/or terminated and/or rescinded, the Owners herein shall jointly repay the entire Security Deposit together with the amount paid to the Agreement Holders to the Developer herein without any interest accrued thereon or any other expenses before/after entering into a fresh Development Agreement with a new Developer within a reasonable frame of time.

PLAN: shall mean the building plan to be sanctioned by Kolkata Municipal Corporation together with all additions, alterations, modifications thereto from time to time made or to be made by Developer either under advice of the said corporation or on the recommendation of the Architect or agreed upon between the parties from time to time.

PROPORTIONATE OR PROPORTIONATELY: according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Said Building where it refers to the share of the Owners in the Said

Building, shall mean Owners' Allocation and where it refers to the share of Developer in the Said Building, shall mean Developer's Allocation.

SAID PREMISES: shall mean the piece or parcel of land admeasuring 5 Cottals 10 Chittacks 25 Sq. ft., a bit more or less situate and lying at the Municipal Premises No. 189C, Kasba Road, (also known as B.B. Chatterjee Road), P.S. Kasba, Kolkata 700042.

SAID SHARE: shall mean the undivided variable proportionate indivisible part or share in the land comprised in the Said Premises attributable to either party's allocation as in the context would become applicable.

SPECIFICATION: shall mean the specification for the said Building as mentioned in the Second Schedule hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect.

TITLE DEEDS: shall mean the documents of title of the Owners in respect of the Said Premises and the documents referred to herein.

TRANSFER: with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storied building to the transferees thereof as per law.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided –

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in *force* and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.

- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented.

3. COMMENCEMENT:

- 3.1 This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution, as mentioned above (commencement date) and shall remain valid and in force till all the obligations of the parties towards each other stand fulfilled and performed or till this Agreement is terminated in the manner stated in this Agreement.

4. OWNERS' REPRESENTATIONS: The Owners have represented and warranted to the Developer as follows:

- a) The Owners herein are jointly the absolute Owners of the piece or parcel of land admeasuring 5 Cottahs 10 Chittacks 25 Sq. ft., a bit more or less situate and lying at the Municipal Premises No. 189C, Kasba Road, P.S. Kasba, Kolkata 700042 morefully described in the First Schedule hereunder written.
- b) The abstract of title of the Owners of the Said Premises as mentioned hereinabove is true and correct.
- c) The Premises No. 189C, Kasba Road (also known as B.B. Chatterjee Road), P.S. Kasba, Kolkata 700042 will be amalgamated with the adjacent Premises No. 189C/1, Kasba Road, (also known as B.B. Chatterjee Road), Kolkata 700042 in the Assessment records of the Kolkata Municipal Corporation.
- d) The Said Premises is not mutated in the name of the present Owners and the Developer at its costs and expenses shall mutate the names of the present owners, complete the hearing of G.R. and amalgamate the two premises in the assessment records of the Kolkata Municipal Corporation.
- e) There are no suits and/or legal proceedings and/or litigations pending in any Court of Law involving the question of title to the Said Premises or any part thereof and involving the Owners. The Owners hereby indemnify the Developer that in the event of any litigation arises in respect of the Said Premises the Owners shall settle all the disputes at His/ her own costs and expenses.
- f) There are no arrears of taxes and/or dues of the Owners with the Income Tax and/or other appropriate body or authorities that may affect Said Premises in any manner whatsoever. Neither the Said Premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any court of law or due to Income Tax, Revenue.
- g) There are no impediments or bar under any law or statute whereby the Owners are prevented from entering into this Agreement and/or selling or transferring their individual right title and interest in the Said Premises and the Owners can execute Deed/s of Conveyance in favour of the Developer and/or its nominee or nominees in respect of the undivided proportionate share of land in the Said Premises.
- h) The Said Premises or any part thereof is at present not affected by any requisition or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings have been received or come to the notice of the Owners.

- i) The Owners are fully and sufficiently entitled to enter into this Development Agreement.
- j) Irrespective of what has been stated above it shall be the obligation of the Owners to make out a marketable title in respect of the Said Premises and the Owners hereby further indemnifies the Developer against any loss or damages whatsoever arising out of any defect in title of the Said Premises.
- k) The Owners are absolutely seized and possessed of and well and sufficiently entitled to the Said Premises. Excepting 4 (Four) nos. of tenants occupying two shops on the ground floor, no person or persons other than the Owners has/have any right, title and/or interest, of any nature whatsoever in the Said Premises or any part thereof.
- l) The Owners have satisfied the Developer about their right, title and interest in respect of the Said Premises based on the documents furnished and representations made by the Owners. The Owners shall answer all reasonable questions relating to the Said Premises which may be raised by any bank, financial institution or other nominee or nominees of Developer.
- m) The Owners shall not do nor permit any one to do any act deed matter or thing which may affect the marketability of the Said Building or which may cause charges encroachments litigations trusts liens lispendence attachments and liabilities.
- n) The Owners has not entered into any other Agreement for ~~sale~~ or transfer or development or lease etc in respect of the Said Premises or any part thereof.
- o) The Said Premises or any part thereof is not affected by any requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and the Said Premises is not attached under any decree or order of any Court of Law or dues of the Income Tax, Reveaue or any other Public Demand.
- p) No suits, and/or any other proceedings and/or litigations are pending in respect of the Said Premises or any part thereof and that the Said Premises is not involved in any other civil, criminal or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to, directly or indirectly) are pending or threatened by or against the Owners or in respect whereof the Owners are liable to indemnify any person concerned and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.
- q) Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the grant of rights to Developer under this Agreement including, exercise by Developer of the right to develop the Said Premises.
- r) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the Said Premises and there are no facts, which may give rise to any such dispute.

5. DEVELOPER'S REPRESENTATION:

Developer has represented and warranted to the Owners as follows:

- a) The Developer has sufficient infrastructure, expertise and resources in the field of development and construction of real estate.
- b) The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

6. POSSESSION FOR DEVELOPMENT:

The Owners shall within 30 (thirty) days from the date of obtaining sanctioned building plan from Kolkata Municipal Corporation shall handover vacant and peaceful possession of her occupation in the Said Premises to the Developer for the purpose of construction in terms hereof and the Developer shall be in such possession till the completion of the project. Further the Developer in consultation with the Owners, shall take all initiatives to reallocate the tenants/occupiers/ trespassers within the period mentioned herein above. It is made clear that making over possession of the Said Premises by the Owners to the Developer shall not be under Section 53A of the Transfer of Property Act. The right to transfer by Conveyance of the Developer's Allocation shall only arise after handing over Owner's Allocation to the Owners.

7. STEPS FOR DEVELOPMENT OF THE SAID PREMISES:

- 7.1 The Parties have mutually decided the development of the Said Premises by construction of the Said Building thereon, and commercial exploitation of the same. The Developer shall construct or cause to be constructed the Said Building at its own costs and expenses.
- 7.2 Upon development of the Said Building, the saleable spaces therein and all other spaces shall be shared between the parties in the manner and on the terms and conditions recorded in this Agreement.
- 7.3 The parties hereby accept the basic understanding between them as recorded above and all other terms and conditions mentioned in this Agreement. In consideration of Developer agreeing to construct and deliver to the Owners the constructed area being the Owner's Allocation, the Owners agrees to transfer proportionate undivided share in the Said Premises to the Developer or its nominee or nominees being the Developer's Allocation in such part or parts as Developer may desire.
- 7.4 By virtue of the rights hereby granted Developer is authorized to build upon and exploit commercially the Said Premises by constructing the Said Building and dealing with the spaces in the Said Building with corresponding undivided proportionate share in the land and according to the respective allocations and the marketing format.

- 7.5 In consideration of the development of the Said Premises by the Developer herein and the Developer having undertaken the construction of the Said Building as per agreed specification, the Owners agree to transfer the proportionate, undivided and impartible share in the Said Premises in favour of the intending transferee(s) of the constructed space in the Said Building, if required.
- 7.6 The development rights granted herein includes the exclusive right, authority and authorization to the Developer to:
- a) hold, occupy, enter upon and use the Said Premises for the purpose of development only by constructing building there at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;
 - b) appoint architects, consultants, contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;
 - c) establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;
 - d) carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the development work. It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Developer herein, the Developer shall not fasten any liability on the Owners and shall keep the Owners safe, harmless and indemnified against all liabilities, civil or criminal, and all costs, charges and expenses arising therefrom.
- 7.8 All permissions, approvals, sanctions, modification, no-objections and other statutory formalities for sanction of plan would be obtained by the Developer at its own cost and expenses.
- 7.9 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction as and when required by the Developer without any objection and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall sign, execute and register a Development Power of Attorney authorizing the Developer or its representative(s) to do, act and perform all or any of the obligations as mentioned above.
- 8. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF SAID BUILDING:**
- 8.1 The Developer at its own costs and expenses shall be entitled to demolish the existing building standing on the Said Premises and dispose of the proceeds thereof. The Developer shall be entitled to the net realization thereof exclusively.

- 8.2 The Owners shall be entitled to take away without any cost all the furniture, fixtures, fittings, etc. of the existing building on the Said Premises prior to the demolition thereof.
- 8.3 The Owners hereby authorize the Developer to appoint the Architect and other consultants to complete the Said Building. All costs charges and expenses for post sanction of the plan in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.
- 8.4 The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners construct, erect and complete the Said Building pursuant to the sanctioned plan and as per the specifications mentioned in the Second Schedule hereunder and/or as be recommended by the Architect from time to time (collectively Specifications). The decision of the Architect regarding all aspects of construction including the quality of materials shall be final and binding on the parties. However none of the materials shall be in anyway inferior than the materials as specified in the Second Schedule hereunder written.
- 8.5 The Developer shall obtain the building plan duly sanctioned by the Kolkata Municipal Corporation within 6 (six) months from the date of amalgamation of the two premises and mutation of the names of the present Owners in the Assessment records of Kolkata Municipal Corporation and shall commence construction of the Said Building at the Said Premises within 60 (Sixty) days from the date of receiving the sanctioned plan and other approvals from Government Authorities *subject to* the Developer getting entirely vacant and peaceful possession/no any titles defect or whatsoever of the Said Premises free from all the tenants/occupiers/trespassers. Be it specifically mentioned herein that due to delay in getting entirely vacant and peaceful possession of the Said Premises the completion of the said project will also be delayed.
- 8.6 The Developer shall handover fully habitable, entirely vacant and peaceful possession of the Owners' Allocation to the Owners herein within a period of 36 (Thirty six) months from the date of obtaining the building plan duly sanctioned by the Kolkata Municipal Corporation and also commencement of construction subject to the Developer getting entirely vacant and peaceful possession of the Said Premises. However due to *force majeure* or any other reasons beyond the control of the Developer, if the Developer fails to complete construction of the Said Building within the stipulated period mentioned hereinabove and if it is found that the construction of the Said Building is substantially completed within the stipulated period and some minor works is unfinished, in that event the time period will be extended for further period of 6 (Six) months grace period after that a liquidated damages of ₹ 25,000/- (Rupees Twenty five Thousand) only per month till completion of project, excepting the statutes of *force majeure* takes place.

- 8.7. That if the Developer intentionally fails to complete and/or execute the terms and conditions in terms of this Agreement even after the grace period, the Owners shall be at liberty to cancel and/or rescind and/or terminate this Agreement alongwith the Development Power of Attorney.
- 8.8. On completion of the Said Building the Developer shall obtain a Completion Certificate from the Kolkata Municipal Corporation and serve a notice of completion/possession of the Owners' Allocation to the Owners. On receipt of the Completion Certificate the Owners shall be entitled to take possession of the Owner's Allocation subject to compliance of their obligations hereunder.
- 8.9. The Developer shall at its own costs install and erect in the Said Building, pump, water storage tank, overhead reservoir, water and sewage connection, lift, common electric connection and all other necessary amenities and facilities.
- 8.10. The Developer is hereby authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the Said Building but in no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 8.11. The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage and other necessary utilities.
- 8.12. The costs charges and expenses for making any additions or alterations and/or for providing any additional facility and/or utility and/or up-gradation of building material at the request of the Owners in or relating to the Unit[s] belonged to Owners' Allocation shall be borne by the Owners in full. It is further clarified that if by reason of such additional work any delay is caused in completion of construction of the said Unit[s] ultimately resulting in delay in the delivery of possession of the said Unit/s by the Developer to the Owners, the Developer shall not be liable for any interest damages compensation etc.
- 9. DEPOSITS AND FINANCIALS:**
- 9.1. Simultaneously with the execution of this Agreement the Owners shall handover all the original documents to the Developer and/or its Advocate under proper receipt which will be kept by the Developer till the completion of the said project and thereafter all the documents will be handed over to the flat-owners association.
- 9.2. The transferees of Units in the project shall pay or deposit the extras and deposits mentioned in the Fifth Schedule hereunder written for the Unit to be acquired or retained by them at the time of taking possession thereof.

10. POWERS AND AUTHORITIES:

- 10.1 The Owners hereby agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the Project by the Developer and persons nominated by the Developer in pursuance of the rights and authorities granted as aforesaid.
- 10.2 Simultaneously with the execution of the Joint Venture Development Agreement, the Owners shall register in favour of the Developer a Development Power of Attorney for the purpose of doing all acts required for the project and also for the purpose of entering into agreement for sale and sale, transfer and/or otherwise disposal of the Unit(s) attributable to the Developer's Allocation only.

11. DEALING WITH SPACES IN THE SAID BUILDING:

- 11.1 Upon development of the Said Building, the entire sanctioned areas (open, covered, built up areas and all other spaces in the Said Building) shall be allocated amongst the parties herein in accordance with the building plan to be sanctioned by Kolkata Municipal Corporation and shall be shared amongst the parties in the manner and on the terms and conditions recorded in this Agreement.
- 11.2 The parties herein shall be free to deal with their respective allocations in such manner as they may deem fit and proper. For the said purpose the parties shall be entitled to enter into agreements with the transferees on such terms and conditions as they may deem fit and proper; however such agreements shall maintain similarity in format and the common terms and conditions as determined by the Developer.
- 11.3 If required, the Developer and the Owners hereby agree to join in, execute and be at present before the concerned registering authorities for execution of and registration of the Deed(s) of Conveyance or Deed(s) of Lease or other necessary document(s) for transferring and/or demising of any space(s)/Unit(s) in the Said Building unto and in favour of the intending purchasers/transferees as and when called upon to do so without charging any additional consideration whatsoever and the cost for stamp duty and registration charges in respect thereof shall be borne by such intending purchasers/lessees/transferees as the case may be exclusively on Developer's Allocation and excluding the Owners' Allocation mentioned hereinabove.

12. MUNICIPAL TAXES AND OUTGOINGS:

- 12.1 As from the date of commencement of construction of Said Building, Developer shall be liable for municipal rates and taxes as also other outgoings in respect of the Said Premises till such time Said Building is ready for occupation, after which, the parties and/or their respective transferees or nominees shall become liable and responsible for payment of municipal rates and taxes and all other outgoings (collectively Rates) in the ratio of their respective allocations.

13. POST COMPLETION MAINTENANCE:

- 13.1 On and from the date of expiry of the period to be specified in the written notice to be given by Developer to the Owners (Possession Date), the parties shall become liable and responsible for the payments of rates and taxes in the ratio of their respective allocations irrespective of the fact whether actual physical possession was taken or not.
- 13.2 The parties and respective nominees/transferees shall punctually and regularly pay the rates and taxes for their respective allocations to the concerned authorities and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other or others.
- 13.4 The Maintenance Society/Association shall manage and maintain the Common Portions and services of the Said Building and shall collect the costs and service charge therefore (Maintenance Charge) from the flat-owners. It is clarified that the Maintenance Charge shall include premium for the insurance of the Said Building, tax for water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.
- 13.5 The Owners and the transferees of the Developer's Allocation shall pay such sum as sinking fund for maintenance of the Said Building. On completion of the Said Premises the Developer shall create an Owners' Association and handover the maintenance to the said association alongwith the sinking fund in favour of the Association.
- 13.6 The Developer shall hand over all the necessary documents to the flat-owners' Association after formation.

14. COMMON RESTRICTIONS:

- 14.1 The Owners and the Developer's Allocation in the Said Building shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Building, which shall include the following:
- (a) No occupant of the Said Building shall use or permit to be used his space or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other Occupiers of the Said Building.
 - (b) No occupant of the Said Building shall demolish or permit demolition of any wall or other structure in his respective space or any portions, major or minor, without the written consent of Developer and/or the Owners.
 - (c) No occupant of the Said Building shall transfer or permit transfer of his space or any portion thereof unless all terms and conditions to be observed

and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned space.

- (d) All occupants of the Said Building shall abide by all laws, bye-laws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- (e) All occupants of the Said Building shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of his respective space in good working condition and repair and in particular so as not to cause any damage to the Said Building or any other space or accommodations therein and shall keep the other occupiers of the Said Building indemnified from and against the consequences of any breach.
- (f) No occupant of the Said Building shall do or cause or permit to be done any act or thing which may render void or voidable any insurance of the Said Building or any part thereof and shall keep the other occupiers of the Said Building harmless and indemnified from and against the consequences of any breach.
- (g) No occupant of the Said Building shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the Said Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the Said Building.
- (h) No occupant of the Said Building shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the Said Building or in the compound, corridors or any other portion or portions of the Said Building.

14.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, all occupants of the Said Building shall permit the agency to be appointed with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof.

15. RESPONSIBILITIES OF THE DEVELOPER:

- 15.1 Execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 15.2 The Developer shall indemnify the construction of the Said Building with the help of professional bodies, contractors, etc.

15.3 The Developer shall construct the Said Building at its own cost and responsibility. The Developer shall be responsible and liable to Government, Corporation and other authorities concerned as also to all the labour, staff and employees engaged by it and shall be liable for any loss or for any claim arising from such construction and shall indemnify Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.

15.4 The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent of the Owners.

15.5 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the Said Building.

16. RESPONSIBILITIES OF THE OWNERS:

16.1 The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Premises by construction of Said Building thereupon.

16.2 The Owners shall provide the Developer with any and all necessary documents and information relating to the Said Premises as may be required by the Developer from time to time.

16.3 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.

16.4 The Owners hereby covenant not to cause any interference or hindrance in the construction of the Said Building.

16.5 Not to do anything whereby the Developer is prevented from developing, constructing, completing the Said Building and selling, assigning and/or disposing of any part or portion of the constructed area or saleable area attributable to Developer's Allocation.

16.6 The Owners shall also pay GST of their allocations as applicable.

17. INDEMNITY:

17.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the other party including any act of default of obtaining any permission or violation of rules, regulations or bye-laws or arising out of any accident or otherwise.

17.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified of from and against any and all loss, damage or liability (whether

criminal or civil) suffered by the Developer resulting from breach of this Agreement by the Owners and/or arising from any successful claim by any third party for any defect in title of the Said Premises. Owners are further indemnify to the Developer that they will refund double as payable herein agreement or settle all disputes their own cost & expenses.

18. MISCELLANEOUS:

- 18.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 18.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 18.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 18.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 18.5 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 18.6 The Owners shall not be liable for any Income Tax, Wealth Tax, GST or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's Allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax, GST or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation.
- 18.7 The name of the building shall be such as may be decided by the Developer in consultation with the Owners.
- 18.8 The Developer hereby further covenant with the Owners herein jointly that all the costs and expenses for amalgamation of the two premises more fully described in the Schedule hereunder written, mutation of the names of the present owners, complete the G.R. pending before the Kolkata Municipal Corporation and payment of all the outstanding corporation taxes etc. shall be borne by the Developer herein and the Owners herein shall not pay any amount in that respect. However if required all the Owners herein shall sign, execute and register necessary deeds, agreement/s, documents etc. for more perfectly assuring the Said Premises.
- 18.9 The Owners shall not be responsible to any person/s, bank/s, and/or any financial institutions for compensation against loans, attachments, advances etc. taken by the

Developer for the construction or any other purposes from any individual, institution, bank or other sources against the Said Premises or the Said Building or the said project, and it is clearly mentioned herein that, in all such cases, the Developer shall not indemnify the Owners and the Said Premises ad/or the said project.

18.10 It is further covenant with the Owners and the Developer that, the separation and/or allotments of the respective Owners' Allocation shall be arranged and necessary costs shall be borne by the Developer herein while giving peaceful and vacant possession to the said Owners respectively in the Said Building as per stipulations framed in this Agreement.

19. **DEFAULTS:**

19.1 The following shall be the events of default:

- a) If the Owners fails to comply with any other obligation contained herein.
- b) If the Developer fails to comply with any other obligations contained herein.

19.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with its obligation in default within the time and in the manner to be mentioned in the said notice.

19.3 Upon receipt of such notice, the defaulting party shall rectify the said event of default and/or breach within the time and in the manner mentioned herein.

19.4 In case of the default continues for a period of thirty 30 (Thirty) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party and in that event the aggrieved party may approach the Court within the jurisdiction of the Said Premises.

20. **FORCE MAJEURE:**

20.1 If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of *force majeure*, the Developer shall forthwith serve notice in writing to the Owners specifying the nature and extent of the circumstances giving rise to the event/s of *force majeure* and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of *force majeure*, during the continuance thereof, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. The Developer shall not be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by *force majeure* and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting *force majeure*.

20.2 The Developer claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of *force majeure* shall use all reasonable endeavors to bring the event of *force majeure* to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of *force majeure*.

21. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.

22. **AMENDMENT/MODIFICATION:**

No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

23. **NOTICE:**

23.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time).

23.2 Any such notice or other written communication shall be deemed to have been served:

23.2.1 If delivered personally, at the time of delivery.

23.2.2 If sent by prepaid recorded delivery or registered post or courier service and handing over the same by the postal authorities.

23.2.3 In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

24. **SPECIFIC PERFORMANCE:**

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.

25. **ALTERNATE ACCOMMODATION**

25.1. From the date of execution of this Agreement, all the Owners shall shift to alternate accommodations for which the Developer shall pay a sum of ₹ 19,000/- (Rupees Nineteen Thousand) only per month and each month to all the Owners jointly till such time entirely vacant and peaceful possession of the Owners' Allocation in the Said Building is handed over to the Owners. Shifting provisions provided by the Developer herein to the Owners shall include any revision of rents and outgoings on the part of the Owners with other parties as mutually agreed by and between the parties herein. The distribution of monthly rent will be in the manner is as follows:

Ajay Kumar Das, Ms. Rita Das,
Ms. Rina Das, (Smt.) Rupa Roy
and Nupur Dey jointly

₹ 19000/-

- 25.2. All the outgoings i.e. electricity, gas, telephone and other bills in connection with the alternate accommodations shall be borne and paid by the Owners during the period of their occupation thereof.
- 25.3. The Owners shall, within 30 (thirty) days of notice from the Developer to the effect that the Owners' Allocation in the Said Building is ready for occupation in habitable condition as per the specifications as mentioned in the Second Schedule hereto, vacate the alternate accommodations and shift to the Owners' allocated areas in the Said Building, failing which, after the expiry of the 30 (thirty) days of the notice, the Developer shall not be responsible to provide the alternate accommodations to the Owners and the Owners shall be liable for all costs and consequences arising there from.
- 25.4. The Developer shall be entitled to demolish the existing buildings/structures etc. at the Said Premises and realize the sale proceeds thereof for arranging alternate accommodations of the Owners.
26. Be it noted that by this Development Agreement and the related Development Power of Attorney the Developer shall only be entitled to receive consideration money by executing Agreement/final document of transfer of property as per provisions laid down in the said documents as a Developer without getting any ownership of any part of the said property under scheduled. This Development Agreement and related Development Power of Attorney shall never be treated as the Agreement/final document for transfer of property between the Owners and the Developer in anyway. This clause shall have overriding effect to anything written in these documents contrary to this clause.
27. **JURISDICTION:** The Courts of Kolkata alone shall have the jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the parties herein.

**FIRST SCHEDULE
(PREMISES)**

ALL THAT the piece or parcel of homestead land admeasuring **5 (Five) Cottals 10 (Ten) Chittacks 25 (Twenty Five) Sq. ft.**, a bit more or less together with the building standing thereon admeasuring **1000 Sq. ft.**, a bit more or less situate and lying at the Municipal Premises No. 189C, Kasba Road (also known as B.B. Chatterjee Road), Kolkata 700042, Police Station Kasba, within the limits of the Kolkata Municipal Corporation Ward No. 91 under Assessee No. 21-091-09-0019-5, District Registration office at Alipore, District: South 24 Parganas butted and bounded in the manner as follows:

ON THE NORTH : Partly by Premises No. 189/C/11, B.B. Chatterjee Road, partly by Premises No. 189/F/3, B.B. Chatterjee Road & partly by Premises No. 189/C//1C, B.B. Chatterjee Road;

ON THE SOUTH : By the K.M.C. Road named B.B. Chatterjee Road;

ON THE EAST : Partly by Premises No. 189/C/1, B.B. Chatterjee Road & partly by Premises No. 189/C/1A, B.B. Chatterjee Road;

ON THE WEST : Partly by Premises No. 189/E/7, B.B. Chatterjee Road, partly by Premises No. 189/E, B.B. Chatterjee Road & partly by Premises No. 189/D, B.B. Chatterjee Road;

OR HOWSOEVER OTHERWISE the same hereditaments and premises are situated bounded called known described or distinguished together with building and structure for the time being thereon and which the said piece or parcel of land.

**SECOND SCHEDULE
(COMMON AREAS)**

- a) Staircase and staircase landings on all the floors.
- b) Common passages, lobbies on the ground floor excluding the car parking areas.
- c) Lift, lift shaft, lift well and lift landings.
- d) A portion of the ultimate roof of the Said Building for repairing of the overhead water reservoir, pipelines from the overhead water reservoir to any particular unit, fixing Dish TV Antennae and for no other purposes whatsoever.
- e) Electrical wiring, meters and fitting excluding those as are not installed for any particular flat.
- f) Drainage and sewers.
- g) Water supply system, pump, motor, pump room, all plumbing installations for carrying of water from the underground water reservoir to the overhead water reservoir and other common plumbing installations.
- h) Boundary Walls and main gates.
- i) Such other common parts, areas, equipments, installations, fixtures, fittings and spaces in or about the Said Building as are necessary for passage to or user and occupancy of the said flats in common and as are specified by the Developer expressly to be the common parts after construction of the Said Building.

**THIRD SCHEDULE
(COMMON EXPENSES)**

- a) All costs for maintenance, operating, repairing, painting, decorating, redecorating, rebuilding, reconstructing, lighting the common portions of the Said Building including the outer walls and external walls of the Said Building;
- b) The salary of all persons employed for the common purposes including security personnel, liftmen, sweepers, plumbers, electricians etc.;
- c) All charges and deposits for supplies of common utilities in common;
- d) Corporation tax, water tax and other levies in respect of the Said Premises and the Said Building save those separately assessed on the Purchaser;
- e) Costs of formation and operating the Association and Security Deposit;
- f) Costs of running, maintaining, repairing and replacements of lift, pumps and other common installations including their license fees, taxes and other levies, if any;
- g) Electricity charges for the electricity energy consumed for the operation of common services, deposit and expenses for CESC common meter and main service line as may be charged by CESC Ltd. and Transformer.
- h) All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions;
- i) All other expenses, taxes, rates and other levies as are deemed by the Association if incidental or liable to be paid by the co-owners in common including such amount as be fixed for creating a fund for replacement, renovating, painting, repairing of common portions;

**FOURTH SCHEDULE
SCHEDULE OF WORK
(SPECIFICATION OF THE CONSTRUCTION)**

(Technical Specification)

GENERAL :

1. The proposed construction is of a new Ground plus Four/Five storied R.C.C. framed structure building with Lift facility and stair. The building is proposed to have isolated/ strip foundation footing and column as per the design of structural consultant.
2. Wall: All main wall should be 200/250 mm thick of aerated concrete blocks and partitions wall should be 75mm and 125 mm thick with aerated blocks/ conventional clay bricks as per Developer convenience
3. Windows: all windows should be of Aluminium sliding type fitted with clear glass and required accessory windows grill should be as per Architectural design
4. **Plastering /Finishing**
All external wall surfaces should be 3/4" thick with 1:6 mortar ratio and internal surfaces will have 1/2" thick plaster to all vertical surfaces with mortar mixed in the proportion of 6 parts of sand to one parts of cement by volume. The ceiling will have 1/2" thick 1:4 mortar with mixed in the proportion of 4parts of sand to one parts of cement by volume. There will be external wall should be of wall putty and all internal surfaces should be P.O.P. of good quality.

5. **ROOF TERRACING :**

The terracing of top floor roof would be of water proof and screed concrete of required thickness done with suitably at proper levels and slopes as required for draining of water. All precaution and measures will be taken to make the terrace water-proof.

6. **PAINTING:**

All the M.S grills and wooden door frames shall be painted with two coats of enamel paints over one coat of primer. The external wall surfaces will be painted and finished with acrylic external grade emulsion paints as per Architecture demand / Developer choice.

7. **DOORS:**

All door frames should be of sallow wood made out of 4" x 2.5" wood section.

All door shutter will be flush door having thickness of 32mm with commercial boiling water resistance and borer proof ply on both of its faces and suitably painted with enamel white paints over wood primer with the following fittings.

- a) One 8" tower bolt from inside (except kitchen door where the tower bolt will be from outside.)
- b) One door stopper.
- c) One buffer.
- d) One door handle.
- e) One mortise lock

The main entrance door will be decorative flush door with the following fittings :

- a) One decorative handle.
- b) One handle from inside.
- c) One 10" aluminum tower bolt from inside.
- d) One telescopic peep hole.
- e) One night latch Godrej make brand

TOILET DOORS :

The toilet/WC doors will be made out of PVC/Developer choice with following fittings

- a) Two 6" aluminium tower bolt one from inside and other from outside.
- b) Two handles / ring , one from outside and other from inside.

8. **FLOORING :**

The entire floor will be of VITRIFRD 600mm x 600mm tiles of good quality brand like KAJARIA/JONHSON/NITCO/ASIAN skirting of all rooms/living/Dining of same quality 100mm height shades of all tiles as per Developer choice and the stair/stair lobby/entrance lobby will be Vitrified tiles/marble floor with skirting of required height of same materials other common space if any like community hall/car parking area/open to sky area will be external grade pavers tiles/marble or as per Developer choice Bedding mortar for all flooring will be of cement sand 1:6 ratio

DADO :

The toilets/WC will have dado finished with glazed wall tiles upto height of 7'-0".
The tiles will be strictly as per the choice of the Developer

KITCHEN :

The cooking bench will be Granite over black stone of 24" wide and 'L' shape or as convenience to make more useful. The dado of the kitchen will be of 2' high and be finished with glazed tiles strictly as per choice of the Developer. Wash area beneath sink will be wall tiles. Sink will be of stainless steel of good quality

9. SANITARY/PLUMBING FITTINGS :

All sanitary fittings to be provided would be of good quality and be of white colour chrome plated and of any good brand. All taps, Angular stopcocks, Bib cocks, pillar cocks, shower roses, etc be of chrome plated brand as per market availability. All pipes and all pipe lines will be concealed type and 3/4" & 1/2" Diameter of UPVC pipes. All delivery / inlet pipes will be of HDPE the diameter to be provide as per design and requirements. All Outer pipe lines rain water/wastewater/soil line will be of 4" dia of supreme brand

All pipe lines from underground reservoir to pump and to overhead reservoir are to be done with 2" and 1 1/2" dia Pvc PIPES. The pump and the motor will be provided as per the requirement of load capacity.

TOILETS / WC : (2 NOS ONE EACH)

- a) Two branded white commode one in toilets and one in WC. Brand will be Hindware/parryware or as per availability and Developer choice.
- b) Two wash basin with pillar cock each in toilet/WC. basin will be of same brand white colour
- c) One pedestal for toilet only
- d) One Shower with Hot & cold mixture for toilets only with one tap.
- e) One commode jet shower in each WC/Toilets
- f) One Bib cock in W.C.

KITCHEN :

- A) One swan sink cock over sink.
- B) One bib cock at wash place.

10. STAIRCASE HAND RAIL :

The staircase handrail will be of M.S. section as per Architecture.

11. ELECTRICAL :

All electrical wiring will be concealed and branded copper wire would be laid with suitable rubber-plastic conduits. All electrical gadgets /switches, sockets etc to be of any suitable good brand as per availability. The main switch and all other fittings would be of standard quality.

All electrical light fittings of common areas such as, side open spaces, front and rear open spaces, staircase, entrance lobby, main entrance gate / gates are to be provided as per requirement.

GENERAL ELECTRICAL POINTS :

Bedrooms :

- a) Two wall lamp points on wall of bedrooms.
- b) One ceiling fan point.
- c) Two 5 amp socket outlet.
- d) One Air-Conditioner point in the master Bedroom;

TOILET :

- a) One wall lamp point .
- b) One 15 amp geyzer point(toilet only)
- c) One exhaust fan point

KITCHEN :

- a) One wall lamp point.
- b) One exhaust fan point.
- c) One 5 amp socket one for Aqua guard .
- d) One 5 amp socket for Chimney
- e) Two 15 amp socket one for micro woven
One for mixer grinder machine

BALCONY :

- a) One wall lamp point.

STAIRCASE :

- a) Two lamp point at every landing.
- b) One calling bell point at main entrance door of every flat

LIVING / DINNING:

- a) Two ceiling fan point.
- b) Three wall lamp points.
- c) Four 5 amp Socket Outlet.
- d) One 15 amp Socket Outlet.

12. STAIRCASE HEAD ROOM AND WATER RESERVOIR.:

The staircase headroom and overhead and underground water reservoir would be made as per design of the engineer.

13. MAIN ENTRANCE GATE :

The main entrance gate will be of steel fabricated.

It is noted that if any extra work is done as per the desire of the Owners/Purchasers of Owners' and Developer's Allocation, for such extra work, the Owners/Purchasers of the Owners' and the Developer's Allocation shall pay the necessary cost to the DEVELOPER as per the estimate done by the consultant

14. POWER SUPPLY: Individual metering for all flats (cost will be borne by the flat-Owners/Purchasers.

The Developer may install generator or any other installations over and above mentioned hereinabove for which all costs will be borne by the Owners and Purchasers of the Owners' and/or Developer's Allocation in the Said Building proportionately according to their holding in the Said Building. Besides the Purchasers shall pay GST as applicable, proportionate charges for common meter and applicable CESC Ltd. fees for main line, transformer, intercom, generator other amenities, furniture, fixtures, fittings in the common areas, lobby and such other facility decided to be installed and/or provided by the Developer.

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

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

Handwritten signature

*Ampan Choudhury
18919 kolkata Road,
kolkata-42.*

*Tamara Das
12, B.N.P. Road, Kolkata-60*

Rameswar Das

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

Handwritten signature

Handwritten signature

*Rabindra Kumar Sanyal
995, Laskar hat Rabindra Sanyal
Kolkata-30*

Handwritten signature

Smt. H. Nupur Das

Eina Das

Ruma Roy

Rita Das

PAI INFRA REALTY LLP
Handwritten signature
Designated Partner

PAI INFRA REALTY LLP
Handwritten signature
Designated Partner

MEMO OF CONSIDERATION

RECEIVED of and from the Developer herein the above mentioned sum of ₹ 16,00,000/- (Rupees Sixteen Lakhs) only from the Developer as Non-Refundable Security Deposit in the manner as follows:

Name	Draft No.	Date	Bank & Branch	Amount
Ajoy Kumar Das	582634	27/12/2019	Kotak Mahindra Bank, Esplanade Branch	₹ 10,80,000/-
			TDS deducted on ₹ 12,00,000/- @ 10%	₹ 1,20,000/-
			Total	₹ 12,00,000/-
Ms. Rina Das	582636	27/12/2019	Kotak Mahindra Bank	₹ 90,000/-
			TDS deducted on ₹ 1,00,000/- @ 10%	₹ 10,000/-
			Total	₹ 1,00,000/-
Ms. Rita Das	582637	27/12/2019	Kotak Mahindra Bank	₹ 90,000/-
			TDS deducted on ₹ 1,00,000/- @ 10%	₹ 10,000/-
			Total	₹ 1,00,000/-
Smt. Ruma Roy alias Ruma Das	000009	27/12/2019	Kotak Mahindra Bank Brabourne Road. Br.	₹ 90,000/-
			TDS deducted on ₹ 1,00,000/- @ 10%	₹ 10,000/-
			Total	₹ 1,00,000/-
Nupur Dey alias Ruma Das	582646	27/12/2019	Kotak Mahindra Bank, Esplanade Branch	₹ 90,000/-
			TDS deducted on ₹ 1,00,000/- @ 10%	₹ 10,000/-
			Total	₹ 1,00,000/-
			Total	₹ 16,00,000/-

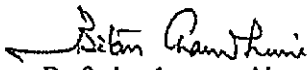
Fakir Mohan Das
 Smt. Nupur Das
 Bina Das
 Ruma Roy
 Ritu Das

OWNERS

Witnesses:

Goutam Choudhury
 18979
 Anupam Choudhury

Tandra
 Rameshwar Prasad
 156 P.G.H. S. Lakh Rd
 Kolkata - 700032


 Drafted and prepared by:
BITAN CHAUDHURI, Advocate,
 Calcutta High Court
 Registration No. WB/310/1989

		Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand					
	right hand					

Name

Signature



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left hand						
right hand						

Name

Signature *A. K. M. Dar*



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left hand						
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Name



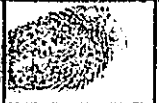







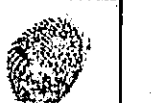
Signature *Lina Dar*



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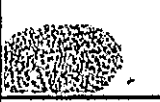









Name

Signature *Raza Dar*

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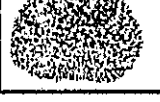
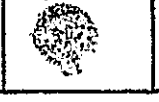
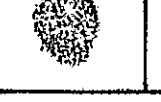


Name PREM M ROHIRA

Signature *P. Rohira*

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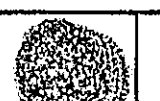




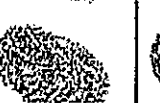

Name R. Umar

Signature

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	right hand					

Name

Signature S. Anand

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	left hand					
	right hand					

Name S. ANAND CHADHA

Signature *S. Anand Chadha*



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

GRN: 19-201920-013391316-8

Payment Mode : Net Banking-SELF

GRN Date: 29/12/2019 18:35:11

Payment Gateway SBI EPay-State Bank of India

BRN : 1364475681920

BRN Date: 29/12/2019 18:37:18

SBI ePay txn No. : GTN

SBI ePay txn Date. 29/12/2020 18:35:55

DEPOSITOR'S DETAILS

Name : Bitan Chaudhuri

Id No. 16020001917100/6/201

Contact No.

E-mail :

Mobile No. +91 9051483366

Address : Calcutta High Court

User Type : Advocate

Query Year

PAYMENT DETAILS

S.No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	16020001917100/6/2019	Property Registration- Registration Fees	0030-03-104-001-16	16053
2	16020001917100/6/2019	Property Registration- Stamp duty	0030-02-103-003-02	40021

Total Amount

56074

In Words : Rupees Fifty Six Thousand Seventy Four Only.

Major Information of the Deed

Deed No:	I-1602-10337/2019	Date of Registration	31/12/2019
Query No//Year	1602-0001917100/2019	Office where deed is registered	
Query Date	14/12/2019 4:32:07 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bitan Chaudhuri Calcutta High Court, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9051483366, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 16,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 2,56,39,690/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,031/- (Article:48(g))	Rs. 16,053/- (Article:E, E, B, M(b), H) District		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



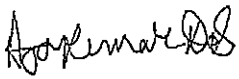


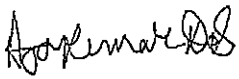


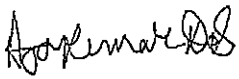


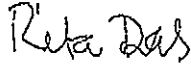


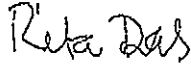


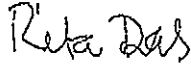


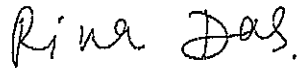


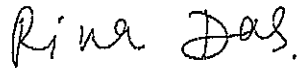


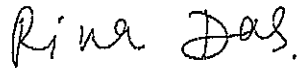
District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kasba Road, Road Zone : ((Ward-91) -- (Ward-91)) , , Premises No: 189C, , Ward No: 091 Pin Code : 700042



Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Bastu	5 Katha 10 Chatak 25 Sq Ft	1/-	2,49,08,440/-	Property is on Road
Grand Total :				9.3385Dec	1/-	249,08,440 /-	

Structure Details :



Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	7,31,250/-	Structure Type: Structure PIN
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1000 sq ft	1/-	7,31,250 /-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Ajoy Kumar Das Son of Late Dulal Das Alias Chittaranjan Das Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>31/12/2019</td> <td></td> <td>LTI 31/12/2019</td> <td>31/12/2019</td> </tr> </tbody> </table> <p>189C, B.B. Chatterjee Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN.No.: AISPD6542N, Aadhaar No: 23xxxxxxxx2886, Status :Individual, Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Mr Ajoy Kumar Das Son of Late Dulal Das Alias Chittaranjan Das Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office				31/12/2019		LTI 31/12/2019	31/12/2019
Name	Photo	Finger Print	Signature										
Mr Ajoy Kumar Das Son of Late Dulal Das Alias Chittaranjan Das Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office													
31/12/2019		LTI 31/12/2019	31/12/2019										
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Ms Rita Das Daugther of Late Dulal Das Alias Chittaranjan Das Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>31/12/2019</td> <td></td> <td>LTI 31/12/2019</td> <td>31/12/2019</td> </tr> </tbody> </table> <p>189C, B.B. Chatterjee Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AZCPD0151A, Aadhaar No: 89xxxxxxxx6930, Status :Individual, Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Ms Rita Das Daugther of Late Dulal Das Alias Chittaranjan Das Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office				31/12/2019		LTI 31/12/2019	31/12/2019
Name	Photo	Finger Print	Signature										
Ms Rita Das Daugther of Late Dulal Das Alias Chittaranjan Das Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office													
31/12/2019		LTI 31/12/2019	31/12/2019										
3	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Miss Rina Das Daugther of Late Dulal Das Alias Chittaranjan Das Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td>31/12/2019</td> <td></td> <td>LTI 31/12/2019</td> <td>31/12/2019</td> </tr> </tbody> </table> <p>189C, B.B. Chatterjee Road, P.O:- Kasba, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: ANEPD4323N, Aadhaar No: 62xxxxxxxx2555, Status :Individual, Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office</p>	Name	Photo	Finger Print	Signature	Miss Rina Das Daugther of Late Dulal Das Alias Chittaranjan Das Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office				31/12/2019		LTI 31/12/2019	31/12/2019
Name	Photo	Finger Print	Signature										
Miss Rina Das Daugther of Late Dulal Das Alias Chittaranjan Das Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office													
31/12/2019		LTI 31/12/2019	31/12/2019										

Name	Photo	Finger Print	Signature
Mrs Ruma Roy, (Alias: Mrs Ruma Das) Wife of Mr Bhanu Das Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office			<i>Ruma Roy</i>
31/12/2019	LTI 31/12/2019	31/12/2019	

A-125, Arjun Park, Mukundapur, P.O:- Kalikapur, P.S:- Purba Jadabpur, District:-South-24-Parganas, West Bengal, India, PIN - 700099 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AJAPR0886N, Aadhaar No: 97xxxxxxxx4459, Status :Individual, Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office







Name	Photo	Finger Print	Signature
Mrs Rupa Das, (Alias: Mrs Nupur Dey) Wife of Mr Arun Dey Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office			<i>Mrs Nupur Dey</i>
31/12/2019	LTI 31/12/2019	31/12/2019	

8C, Broad Street, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No: ESHPD4546P, Aadhaar No: 26xxxxxxxx2059, Status :Individual, Executed by: Self, Date of Execution: 31/12/2019 , Admitted by: Self, Date of Admission: 31/12/2019 ,Place : Office




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Pai Infra Realty LLP 3A, Madan Street, P.O:- New Market, P.S:- New Market, District:-Kolkata, West Bengal, India, PIN-700072, PAN No.: AAWFP8727H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



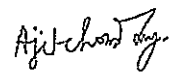
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Inder Chadha Son of Late Jagannath Chadha Date of Execution - 31/12/2019, , Admitted by: Self, Date of Admission: 31/12/2019, Place of Admission of Execution: Office </td> <td></td> <td></td> <td><i>Inder Chadha</i></td> </tr> <tr> <td>Doc 31 2019 3:52PM</td> <td>LTI 31/12/2019</td> <td>31/12/2019</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Inder Chadha Son of Late Jagannath Chadha Date of Execution - 31/12/2019, , Admitted by: Self, Date of Admission: 31/12/2019, Place of Admission of Execution: Office			<i>Inder Chadha</i>	Doc 31 2019 3:52PM	LTI 31/12/2019	31/12/2019	
Name	Photo	Finger Print	Signature										
Mr Inder Chadha Son of Late Jagannath Chadha Date of Execution - 31/12/2019, , Admitted by: Self, Date of Admission: 31/12/2019, Place of Admission of Execution: Office			<i>Inder Chadha</i>										
Doc 31 2019 3:52PM	LTI 31/12/2019	31/12/2019											

8, Chapel Road, P.O:- Hastings, P.S:- Metiaburutz, District:-South 24-Parganas, West Bengal, India, PIN - 700022, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ACDPC5460D, Aadhaar No: 42xxxxxxxx2092 Status : Representative, Representative of : Pai Infra Realty LLP (as PARTNER)

2	Name	Photo	Finger Print	Signature
	Mr Prem M Rohira (Presentant) Son of Mr Manohar Ganeshmal Rohira Date of Execution - 31/12/2019, , Admitted by: Self, Date of Admission: 31/12/2019, Place of Admission of Execution: Office	 <small>Dec 31 2019 3:51PM</small>	 <small>LTI 31/12/2019</small>	 <small>31/12/2019</small> West Bengal, India, PAN No.: of Pai Infra
Bally High, 1, Ballygunge Park Road, Flat No: 8C, P.O:- Ballygunge, P.S:- Karaya, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADJPR1348A, Aadhaar No: 46xxxxxxxx7110 Status : Representative, Representative of : Pai Infra Realty LLP (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Ajit Chowdhury Son of Late Suresh Chandra Chowdhury F/26, Katjunagar, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032	 <small>31/12/2019</small>	 <small>31/12/2019</small>	 <small>31/12/2019</small> West Bengal, India, PAN No.: District:-South 24-
Identifier Of Mr Ajoy Kumar Das, Ms Rita Das, Mr Inder Chadha, Miss Rina Das, Mrs Ruma Roy, Mrs Rupa Das, Mr Prem M Rohira			

Transfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Mr Ajoy Kumar Das	Pai Infra Realty LLP-4.66927 Dec
2	Ms Rita Das	Pai Infra Realty LLP-4.66927 Dec
Transfer of property for S1		
SI.No	From	To. with area (Name-Area)
1	Mr Ajoy Kumar Das	Pai Infra Realty LLP-500.00000000 Sq Ft
2	Ms Rita Das	Pai Infra Realty LLP-500.00000000 Sq Ft

Endorsement For Deed Number : 1 - 160210337 / 2019

On 31-12-2019

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

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

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

Presented for registration at 15:27 hrs on 31-12-2019, at the Office of the D.S.R. - II SOUTH 24-PARGANAS by Mr Prem M Rohira .

Certificate of Market Value (WB PUV) rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,56,39,690/-

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

Execution is admitted on 31/12/2019 by 1. Mr Ajoy Kumar Das, Son of Late Dulal Das Alias Chittaranjan Das, 189C, B.B. Chatterjee Road, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession Business, 2. Ms Rita Das, Daughter of Late Dulal Das Alias Chittaranjan Das, 189C, B.B. Chatterjee Road, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession House wife, 3. Miss Rina Das, Daughter of Late Dulal Das Alias Chittaranjan Das, 189C, B.B. Chatterjee Road, P.O: Kasba, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by Profession House wife, 4. Mrs Ruma Roy, Alias Mrs Ruma Das, Wife of Mr Bhanu Das, A-125, Arjun Park, Mukundapur, P.O: Kalikapur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, by caste Hindu, by Profession House wife, 5. Mrs Rupa Das, Alias Mrs Nupur Dey, Wife of Mr Arun Dey, 8C, Broad Street, P.O: Ballygunge, Thana: Karaya, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession House wife

Indetified by Mr Ajit Chowdhury, , Son of Late Suresh Chandra Chowdhury, F/26, Katjunagar, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 31-12-2019 by Mr Prem M Rohira, PARTNER, Pai Infra Realty LLP (LLP), 3A, Madan Street, P.O:- New Market, P.S:- New Market, District:-Kolkata, West Bengal, India, PIN - 700072

Indetified by Mr Ajit Chowdhury, , Son of Late Suresh Chandra Chowdhury, F/26, Katjunagar, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession Law Clerk

Execution is admitted on 31-12-2019 by Mr Inder Chadha, PARTNER, Pai Infra Realty LLP (LLP), 3A, Madan Street, P.O:- New Market, P.S:- New Market, District:-Kolkata, West Bengal, India, PIN - 700072

Indetified by Mr Ajit Chowdhury, , Son of Late Suresh Chandra Chowdhury, F/26, Katjunagar, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 16,053/- (B = Rs 16,000/- , E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 16,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/12/2019 6:37PM with Govt. Ref. No: 192019200133913168 on 29-12-2019, Amount Rs: 16,053/-, Bank: SBI EPay (SBIEPay), Ref. No. 1364475681920 on 29-12-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs-10/- by online = Rs 40,021/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 138955, Amount: Rs.10/-, Date of Purchase: 15/11/2019, Vendor name: S MUKHERJEE
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/12/2019 6:37PM with Govt. Ref. No: 192019200133913168 on 29-12-2019, Amount Rs: 40,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 1364475681920 on 29-12-2019, Head of Account 0030-02-103-003-02

Signature

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

Govt. of WB
40,021/-, Bank
PARGANAS
SOUTH 24-
Bengal
Govt. of WB
40,021/-, Bank
PARGANAS
SOUTH 24-
Bengal
Govt. of WB
40,021/-, Bank
PARGANAS
SOUTH 24-
Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2020, Page from 6656 to 6718

being No 160210337 for the year 2019.



[Handwritten signature]

Digitally signed by SAMAR KUMAR PRAMANICK
Date: 2020.01.08 14:27:00 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2020/01/08 02:27:00 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -II SOUTH 24-PARGANAS
West Bengal.



Certified to be a true copy

[Handwritten signature]
District Sub-Registrar-II
Alipore, South 24 Parganas

09 JAN 2020

[Handwritten signature]
Checked by me

09 JAN 2020 (This document is digitally signed.)