

Serial No. 1



# NOTARIAL CERTIFICATE

TO ALL TO WHOM THESE PRESENTS SHALL COME  
I, SWAPAN BANERJEE, duly appointed by the Government of West Bengal as NOTARY and practising within the city of Calcutta, Union of India do hereby certify that the Paper Writings 'A' are presented before me by the Executant(s).

Development Agreement is made between Smt pratima chatterjee of 13/3 Ballygunge station Road, p.o- Ballygunge, P.S- Gariahat K-19 and other as mentioned in the original documents annexed herewith.

who has/have been properly identified, hereinafter referred to as the Executant(s), this the

06 FEB 2016

THE EXECUTANT(S), having admitted the Execution on the Paper Writings 'A' and being satisfied as to the Identity of the Executant(s) I have attested the Execution.

IN FAITH AND TESTIMONY WHEREOF, I, SWAPAN BANERJEE said NOTARY have hereunto subscribed my name and affixed Seal of Office on this the

06 FEB 2016

*Swapan Banerjee*  
NOTARY

6.2.2016

Swapan Banerjee

Regn. No : 17/1994  
D-18/1 KARUNAMOYEE HOUSING ESTATE  
CALCUTTA-700 091  
M : 9432188358



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70AA 689139



**AGREEMENT FOR DEVELOPMENT**

THIS AGREEMENT FOR DEVELOPMENT made on this the 6th day of February Two Thousand Sixteen **BETWEEN** **SMT PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee) daughter of Late Sudhir Kumar Chatterjee, by faith - Hindu, by Occupation-Service, residing at



08 JAN 2014

BL. NO. 78332 DATE.....  
NAME.....  
ADD.....  
AMT. 131



*Shree*  
**MOUSUMI GHOSH**  
**LICENSED STAMP VENDOR**  
**KOLKATA REGISTRATION OFFICE**

13/3

Annexure 73

( 2 )



13/3, Ballygunge Station Road, Post Office- Ballygunge, Police Station-Gariahat, Kolkata-700019 and 11006, Bingham Street, Cerritos, CA-90703, USA (2) **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay by faith-Hindu, by Occupation-retired, residing at 13/3, Ballygunge Station Road, Post Office-Ballygunge, Police Station-Gariahat, Kolkata-700019 and 14823, Arlee Ave, Norwalk, CA-90650, USA (3) **SRI RAMENDRA KUMAR CHATTERJEE** by faith-Hindu, by occupation-service, residing at 13/3, Ballygunge Station Road, Post Office- Ballygunge, Police Station-Gariahat, Kolkata-700019 and 1010, Field Stone Ct, Huntsville, AL-35803, USA (4) **SRI SATYENDRA KUMAR CHATTERJEE** all sons of Late Sudhir Kumar Chatterjee, by faith-Hindu, by occupation service, residing at 13/3, Ballygunge Station Road, Post Office-Ballygunge, Police Station-Gariahat, Kolkata-700019 and 18905, Horst Ave, Artesia, CA-90701, USA, hereinafter referred to as the **OWNERS** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, legal representatives, executors, successors, assigns etc.) of the **FIRST PART.**

**AND**

**SRI ASHIM SINGHA**, son of Late Bishwanath Singha, by faith Hindu, by occupation-Business, residing at 2, Rajeshwar Dasgupta Road, Post Office - Kalighat, Police Station - Bhowanipore, Kolkata - 700 026, hereinafter called and referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART.**

**AND WHEREAS** one Annadamohan Roy of Tollygunge, Mollahati Road, Police Station-Tollygunge was the owner of the permanent revenue paying tenure land together with the tanks trees and other appurtenances there to being holding Nos. 69, 70, 71, 73 and 74 new No. 26, Division 6, Sub-division 'S' Dihi Panchannagram, under Government Touzi No

ANNEXURE 25

( 3 )



1298/2833 of the Collectorate of 24 parganas now recorded in C.S. Khatian Nos. 175, 176, 177, 178, 179 and 180 of Mouza - Kakulia, J. L. No. - 40, Police Station - Tollygunge, District-24 Parganas being Premises No. 48, Purna Chandra Mitra Lane, Police Station-Tollygunge, within the jurisdiction of corporation of Calcutta having a total area of 4.40 Acres be of a little more or less of a government revenue of Rs 26.50 per year hereinafter called the said land.

**AND WHEREAS** one Manilal Gujrati of 7, Balaram Dey Street, Calcutta brought a money suit against the said Annadamohan Roy being Suit No 25 of 1911 of the Third Court of the Munsif, Alipore and obtained a decree against him.

**AND WHEREAS** the said Manilal Gujrati executed the said decree against the said Annadamohan Roy in the Execution Case No. 1297 of 1911 and the whereas the said lands was sold through Court sale in execution of the said decree in the aforesaid M. Execution case of the 3rd Court of Munsif of Alipore, District-24 Parganas and were purchased by Rani Rajabala Devi Chaudhurani who obtained delivery of possession of the lands through Court on 18.09.1912 and had full ownership and possession of the said land together with tanks, trees and appurtenance thereto by registering her name in the 24 Parganas Collectorate and in the records of the municipality of Tollygunge till her death on 19th September, 1919.

**AND WHEREAS** said Rani Rajabala Devi Chaudhurani died intestate left behind her three sons namely Kumar Jitendra Kishore Acharyya Chaudhury deceased, Kumar Nrisingha Kishore Acharyya Chaudhury deceased and Kumar Bhupendra Kishore Acharyya Chaudhury deceased as her legal heirs.

**AND WHEREAS** said Kumar Jitendra Kishore Acharyya Chaudhury died on 24-04-1961 leaving behind his only son Jibendra Kishore Acharyya Chaudhury as his sole heir and Kumar Nrisingha Kishore Acharyya Chaudhury died intestate on 13-02-1942 leaving behind his son namely Naboyug Acharyya Chaudhury and his widow namely Smt. Kamala Devi Chaudhurani.



ANNEXURE 73

( 4 )



**AND WHEREAS** said Kumar Bhupendra Kishore Acharyya Chaudhury died intestate on 23-06-1964 leaving behind his only son Sri Nayan Achaaryya Chaudhury.

**AND WHEREAS** said Smt. Kamala Devi Chaudhurani by virtue of a Deed of Surrender dated 12-04-1942 corresponding to 29-12-1348 B.S. surrendered all her interest in the said land in favour of her son namely Sri Naboyug Acharyya Chaudhury.

**AND WHEREAS** (1) Jibendra Kishore Acharyya Chaudhury, (2) Naboyog Acharayya Chaudhury and (3) Nayan Acharyya Chaudhury became the joint owners of the property by way of inheritance.

**AND WHEREAS** the said owners divided the total plot of land of Premises No. 48, Purna Chandra Mitra Lane, Calcutta without having any responsibility of the vendors for development of the said land or the adjoining area sighting of streets and/or common passage laying, water mains arrangements of water, roads, drains, sewer, installation of electric lines or posts or other such like amenities or in any way.

**AND WHEREAS** by virtue of a registered Deed of Conveyance dated 22-09-1964, said (1) Jibendra Kishore Acharyya Chaudhury, (2) Naboyug Acharyya Chaudhury and (3) Nayan Acharyya Chaudhury sold granted transfered and conveyed the piece and parcel of land measuring 5 Cottahs 9 Chitaks 5 Sq. ft. being the Plot No. 46, Purna Chandra Mitra Lane, Kolkata-700 033 which forms a part of C.S. Plot No. 517 of C.S. Khatian No. 179 and part of C.S. Plot No. 516 under C.S. Khatian no. 180 in Mouza - Kakulia, J. L. No. - 40, Police Station - Tollygunge, District - 24 Parganas together with all trees, shrubs thereon unto and in favour of (1) SMT. PRATIMA CHATTERJEE alias Pratima Ganguly (Chatterjee), (2) SRI DWIJENDRA KUMAR CHATTERJEE alias Dwijendra Kumar Chattopadhyay, (3) SRI RAMENDRA KUMAR CHATTERJEE and (4) SRI SATYENDRA KUMAR CHATTERJEE the said deed of conveyance was duly executed and registered in the office of the Sub-Registrar of Alipore, 24 Pargans in Book-I, Volume No.-131, Pages from 139 to 155, being No.-7382 for the year 1964.



**AND WHEREAS** the said Smt. Pratima Chatterjee alias Pratima Ganguly (Chatterjee), Sri Dwijendra Kumar Chatterjee alias Dwijendra Kumar Chattopadhyay, Sri Ramendra Kumar Chatterjee and Sri Satyendra Kumar Chatterjee while in possession and occupation of the said plot of land, mutated their name in the records of The Calcutta Municipal Corporation and constructed a kuchha structure thereon, situated lying at being Premises No. 48/46, Purna Chandra Mitra Lane, Kolkata 700 033 and had been in possession and occupation of the said property as sole and absolute owner thereof.

**AND WHEREAS** after the encroachment of some portion of the land, the owners namely (1) Smt. Pratima Chatterjee alias Pratima Ganguly (Chatterjee), (2) Sri Dwijendra Kumar Chatterjee alias Dwijendra Kumar Chattopadhyay, (3) Sri Ramendra Kumar Chatterjee and (4) Sri Satyendra Kumar Chatterjee became the owner of land measuring 4 Cottahs 15 Chittaks 5 sq.ft situated at Premises No. 48/46, Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700 033, within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 89, being the Assessee No. 210891601852 corresponding to the portion of land in C.S. Plot No. 517 under C.S. Khatian No. 179 and portion of C.S. Plot No. 516 under C.S. Khatian No. 180, in Mouza-Kakulia, JL No.-40, Touzi No.-1298/2833 of Collectorate of 24 Paraganas, District- South 24 Paraganas.

**WHEREAS** one Annadamohan Roy of Tollygunge, Mollahati Road, Police Station-Tollygunge was the owner of the permanent revenue paying tenure land together with the tanks trees and other appurtenances there to being holding Nos. 69, 70, 71, 73 and 74 new No. 26, Division 6, Sub-division 'S' Dihi Panchannagram, under Government Touzi No 1298/2833 of the Collectorate of 24 parganas now recorded in C.S. Khatian Nos. 175, 176, 177,178,179 and 180 of Mouza -Kakulia, J. L. No. - 40, Police Station-Tollygunge, District- 24 Parganas being Premises No. 48 Purna Chandra Mitra Lane,





within the jurisdiction of Corporation of Calcutta having a total area of 4.40 Acres be of a little more or less of a government revenue of Rs 26.50 per year thereafter called the said land.

**AND WHEREAS** one Manilal Gujrati of 7, Balaram Dey Street, Calcutta brought a money suit against the said Annadamohan Roy being Suit No 25 of 1911 of the Third Court of the Munsif, Alipore and obtained a decree against him.

**AND WHEREAS** the said Manilal Gujrati executed the said decree against the said Annadamohan Roy in the Execution Case No. 1297 of 1911 and the whereas the said lands was sold through Court sale in execution of the said decree in the aforesaid M. Execution case of the 3rd Court of Munsif of Alipore, District-24 Parganas and were purchased by Rani Rajabala Devi Chaudhurani who obtained delivery of possession of the lands through Court on 18.09.1912 and had full ownership and possession of the said land together with tanks, trees and appurtenance thereto by registering her name in the 24 Parganas Collectorate and in the records of the municipality of Tollygunge till her death on 19th September, 1919.

**AND WHEREAS** said Rani Rajabala Devi Chaudhurani died intestate left behind her three sons namely Kumar Jitendra Kishore Acharyya Chaudhury deceased, Kumar Nrisingha Kishore Acharyya Chaudhury deceased and Kumar Bhupendra Kishore Acharyya Chaudhury deceased as her legal heirs.

**AND WHEREAS** said Kumar Jitendra Kishore Acharyya Chaudhury died on 24-04-1961 leaving behind his only son Jibendra Kishore Acharyya Chaudhury as his sole heir and Kumar Nrisingha Kishore Acharyya Chaudhury died intestate on 13-02-1942 leaving behind his son namely Naboyug Acharyya Chaudhury and his widow namely Smt. Kamala Devi Chaudhurani.

**AND WHEREAS** said Kumar Bhupendra Kishore Acharyya Chaudhury died intestate on 23-06-1964 leaving behind his only son Sri Nayan Acharyya Chaudhury.





**AND WHEREAS** said Smt. Kamala Devi Chaudhurani by virtue of a Deed of Surrender dated 12-04-1942 corresponding to 29-12-1348 B.S. surrendered all her interest in the said land in favour of her son namely Sri Naboyug Acharyya Chaudhury.

**AND WHEREAS** (1) Jibendra Kishore Acharyya Chaudhury, (2) Naboyog Acharayya Chaudhury and (3) Nayan Acharyya Chaudhury became the joint owners of the property by way of inheritance.

**AND WHEREAS** the said owners divided the total plot of land of Premises No. 48, Purna Chandra Mitra Lane, Calcutta without having any responsibility of the vendors for development of the said land or the adjoining area sighting of streets and/or common passage laying, water mains arrangements of water, roads, drains, sewer, installation of electric lines or posts or other such like amenities or in any way.

**AND WHEREAS** by virtue of a registered Deed of Conveyance dated 22-09-1964, the said (1) Jibendra Kishore Acharyya Chaudhury, (2) Naboyug Acharyya Chaudhury and (3) Nayan Acharyya Chaudhury granted, sold, transferred and conveyed the piece and parcel of land measuring 2 Cottah 8 Chitaks 20 Sq. ft. being the Plot No. 45, which forms a part of C.S. Plot No. 517 of C.S. Khatian No. 179 and part of C.S. Plot No. 516 under C.S. Khatian no. 180 of Mouza- Kakulia, J. L. No.-40, Police Station- Tollygunge, District - 24 Parganas unto and in favour of SRI SUDHIR CHANDRA GANGULY, since deceased. The said deed of conveyance was duly executed and registered in the office of the Sub Registrar of Alipore, 24 Parganas and recorded in Book-I, Volume No. - 131, Pages from 117 to 124, Being No. 7383 for the year 1964.

**AND WHEREAS** the said Sri Sudhir Chandra Ganguly while in possession and occupation of the said plot of land, mutated his name in the records of The Calcutta Municipal Corporation and constructed a Three Storied dwelling house thereon, situated lying at being Premises No.48/45, Purna Chandra Mitra Lane, Kolkata

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700 033 and had been in possession and occupation of the said property as sole and absolute owner thereof.

**AND WHEREAS** the said Sri Sudhir Chandra Ganguly died intestate on 14.02.1995 leaving behind a Will dated 22.10.1994 and leaving behind him surviving three sons namely (1) Sri Sukumar Ganguly, (2) Sri Paritosh Ganguly and (3) Sri Mridul Ganguly alias M. Gangopadhyay, and two daughters Smt. Manju Banerjee and Smt. Mitra Banerjee and Smt. Sudharani Ganguly -wife of Sri Sudhir Chandra Ganguly having predeceased him on 01.07.1961.

**AND WHEREAS** by virtue of the said will dated 22.10.1994, the said Sri Sudhir Chandra Ganguly bequeathed the said property being Premises No.48/45, Purna Chandra Mitra Lane, Kolkata-700 033 unto and in favour of his said three sons namely (1) Sri Sukumar Ganguly, (2) Sri Paritosh Ganguly and (3) Sri Mridul Ganguly alias M. Gangopadhyay, jointly and absolutely to the exclusion of his said two daughters.

**AND WHEREAS** letters of administration of the said Will dated 22.10.1994 executed by the said Late Sudhir Chandra Ganguly was duly granted to (1) Sri Sukumar Ganguly, (2) Sri Paritosh Ganguly and (3) Sri Mridul Ganguly alias M. Gangopadhyay by the Court of Ld. District Delegate at Alipore in Act 39 Case No. 172 of 1997 (L) on the 26th September, 2001.

**AND WHEREAS** at present (1) Sri Sukumar Ganguly, (2) Sri Paritosh Ganguly and (3) Sri Mridul Ganguly alias M. Gangopadhyay are the joint owners of the aforesaid property.

**AND WHEREAS** the owners namely Sri Sukumar Ganguly, (2) Sri Paritosh Ganguly and (3) Sri Mridul Ganguly alias M. Gangopadhyay of the land mutated their names in the record of the Kolkata Municipal Corporation, Ward No. 89 being the Assessee No. 210891601839 in respect of the land and building situated at Premises No. 48/45, Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700 033, within the jurisdiction of Kolkata





Municipal Corporation, Ward No. 89 being the Assessee No. 210891601839 and corresponding to the portion of the land in C.S. Plot No. 517 under C.S. Khatian No. 179 and portion of C.S. Plot No. 516 under C.S. Khatian No. 180, in Mouza - Kakulia, JL NO. 40, Touzi No. 1298/2833 of the Collectorate of 24 Paraganas, District-South 24 Paraganas and enjoying the peaceful possession of the property till date.

**AND WHEREAS** by an Indenture made between **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee) daughter of Late Sudhir Kumar Chatterjee, **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, **SRI RAMENDRA KUMAR CHATTERJEE** and **SRI SATYENDRA KUMAR CHATTERJEE** all sons of Late Sudhir Kumar Chatterjee, therein referred to as the Vendors of the first Part and **SRI SUKUMAR GANGULY**, **SRI PARITOSH GANGULY** and **SRI MRIDUL GANGULY** alias M. Gangopadhyay all sons of Late Sudhir Chandra Ganguly therein referred to as the Purchasers of the Second Part and registered at the Office of the A.R.A-I, Kolkata, and recorded in its Book-I, Volume No. 4, pages from 4402 to 4419 Being No. 01568 for the year 2015 at for the valuable consideration therein mentioned sold, transferred, conveyed, assigned and assured unto and in favour of the said Purchasers therein i.e. the Vendor therein **ALL THAT** the piece and parcel of land containing an area of 1 (one) Chittak be the same a little more or less. Together with kuccha structure measuring 30 sq.ft more or less situated lying at Premises No. 48/46, Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700 033, Ward No. 89 vide Assessee No. 210891601852 more fully and particularly described in the SCHEDULE there under written.

**AND WHEREAS** by an another Indenture made between **SRI SUKUMAR GANGULY**, **SRI PARITOSH GANGULY** and **SRI MRIDUL GANGULY** alias M. Gangopadhyay all sons of Late Sudhir Chandra Ganguly, therein referred to as the Vendors of the first Part

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and **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee) daughter of Late Sudhir Kumar Chatterjee, **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, **SRI RAMENDRA KUMAR CHATTERJEE** and **SRI SATYENDRA KUMAR CHATTERJEE** all sons of Late Sudhir Kumar Chatterjee, therein referred to as the Purchasers of the Second Part and registered at the Office of the A.R.A- I, Kolkata, and recorded in its Book-I, Volume No. 4, pages from 4420 to 4437 Being No. 01574 for the year 2015 at for the valuable consideration therein mentioned sold, transferred, conveyed, assigned and assured unto and in favour of the said Purchasers therein i.e. the Vendor therein **ALL THAT** the piece and parcel of land containing an area of 1 (one) Chittak be the same a little more or less. Together with pucca structure measuring 30 sq.ft more or less situated lying at Premises No. 48/45, Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700 033, Ward No. 89 vide Assessee No. 210891601839 more fully and particularly described in the SCHEDULE there under written.

**AND WHEREAS** thus **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee), **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, **SRI RAMENDRA KUMAR CHATTERJEE**, **SRI SATYENDRA KUMAR CHATTERJEE**, **SRI SUKUMAR GANGULY**, **SRI PARITOSH GANGULY** and **SRI MRIDUL GANGULY** alias M. Gangopadhyay, jointly have become the absolute Owners and they are exercising all their right of ownership and possession over the said properties being known as The Kolkata Municipal Corporation Premises No. 48/45, & 48/46, Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700 033, Ward No. 89, thereafter they duly mutated and amalgamated their land in the office of The Kolkata Municipal Corporation and recorded as owners being known as Premises No. 48/46, Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700 033, ward No. 89 vide Assessee No. 210891601852 and paid the rate and taxes regularly.



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**AND WHEREAS** the piece or parcel of land recorded as C.S. Plot No. 518 in C.S. Khatian No. 103, in Mouza - Kakulia, J. L. No. - 40, Touzi No. - 1298/2833 of Collectorate of 24 Parganas as the absolute property of one Momrej Mondal.

**AND WHEREAS** by an agreement dated the 11th July, 1931 the said Momrej Mondal agreed to sell the said land and other lands to the said Sri Charu Chandra Chatterjee and one Sri Nalini Mohan Banerjee.

**AND WHEREAS** before the sale under the said agreement could be completed the said Momrej Mondal died leaving three sons Jonab Ali Mondal, Ahmed Ali Mondal and Asraf Ali Mondal and Smt. Fatema Bibi his widow as his heirs and legal representatives surviving him and seized and possessed of properties including the lands under the said agreement for sale.

**AND WHEREAS** the said Sri Charu Chandra Chatterjee and Sri Nalini Mohan Banerjee instituted title suit No. 33 of 1936 in the 2nd Court of the Sub-Ordinate Judge at Alipore, District 24 Parganas against the said heirs and legal representatives of Momrej Mondal deceased which went upto the Title Appeal No. 441 of 1937 in the Court of the District Judge, Alipore, District 24 Parganas in which finally a decree for specific performance of the said agreement as passed in favour of the said Sri Charu Chandra Chatterjee and Sri Nalini Mohan Banerjee.

**AND WHEREAS** in the Title Execution Case No. 71 of 1934 for execution of the aforesaid decree a conveyance dated 12th December, 1939 was duly executed through Court in favour of the said decree holders conveying the suit properties including the said C.S. Plot No. 518 of Mouza - Kakulia and they were also put in vacant possession of the said lands and the said conveyance was registered at the District Registration Office at Alipore in Book-I, Volume No. 100, Pages from 273 to 280, being No. 4293 for the year 1939.



**AND WHEREAS** thereafter both the said Sri Charu Chandra Chatterjee and Sri Nalini Mohan Banerjee died intestate.

**AND WHEREAS** the Vendors, therein namely SMT. PANKAJINI DEBI, widow of Late Charu Chandra Chatterjee, (2) SRI DEVA PROSAD CHATTERJEE, (3) SRI SATYA PROSAD CHATTERJEE (4) SRI NILAMBU PROSAD CHATTERJEE (5) SRI GOURANGA PROSAD CHATTERJEE, (6) SRI SAKTI PROSAD CHATTERJEE, (7) SRI PRONAB PROSAD CHATTERJEE and (8) SRI RAM PROSAD CHATTERJEE all sons of the said Late Charu Chandra Chatterjee, the heirs and legal representatives of Late Charu Chandra Chatterjee deceased instituted Title Suit No. 66 of 1960 in the Third Court of the Munsif at Alipore, District 24 Parganas against Sri Dulal Chandra Banerjee and others the heirs and legal representatives of the said Sri Nalini Mohan Banerjee deceased for partition of the lands including the said C.S. Plot No. 518 in Mouza-Kakulia held by them jointly by inheritance as aforesaid.

**AND WHEREAS** the said Title Suit No. 66 of 1960 was decreed preliminarily on 16th May, 1961 and finally on 22nd August, 1969 where under the Vendors therein namely (1) Smt. Pankajini Debi, (2) Sri Deva Prosad Chatterjee, (3) Sri Satya Prosad Chatterjee (4) Sri Nilambu Prosad Chatterjee (5) Sri Gouranga Prosad Chatterjee, (6) Sri Sakti Prosad Chatterjee, (7) Sri Pronab Prosad Chatterjee And (8) Sri Ram Prosad Chatterjee were allotted and on or about 29th April, 1970 given possession by Court of several pieces of land including the said C.S. Plot No. 518 of Mozua - Kakulia.

**AND WHEREAS** the Vendors therein Sri Pronab Prosad Chatterjee and Sri Ram Prosad Chatterjee were minors during the pendency of the suit but had since attained majority.

**AND WHEREAS** the Vendors therein divided the said lands acquired as aforesaid into several small plots for use as building sites providing common passage for ingress and egress to and from the said plots.



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**AND WHEREAS** by an agreement dated the 12th June, 1970 the Vendors therein agreed inter alia to sell to the Confirming Party or its nominee or nominees some of the said plots including the one marked as Plot No. 4 on the map or plan annexed to the said agreement and which comprises a part of the said C.S. Plot No. 518 of Mouza Kakulia agreed to be sold.

**AND WHEREAS** the area of the said Plot No. 4 shown in the plan the said agreement was by estimation but found on actual measurement to be 1 (one) Cottah 9 (nine) Chitaks and 42 (forty two) square feet a little more or less.

**AND WHEREAS** by virtue of a registered Deed of Conveyance dated 14-02-1975, the said (1) Smt. Pankajini Debi, (2) Sri Deva Prosad Chatterjee, (3) Sri Satya Prosad Chatterjee (4) Sri Nilambu Prosad Chatterjee (5) Sri Gouranga Prosad Chatterjee, (6) Sri Sakti Prosad Chatterjee, (7) Sri Pronab Prosad Chatterjee and (8) Sri Ram Prosad Chatterjee all sons of the said Late Charu Chandra Chatterjee, as described in the Vendors therein of the First part and Charu Chandra Real Properties Private Limited, a Private Limited liability company having its registered office at No. 4, Pankajini Chatterjee Road, Calcutta - 33, as described in the "Confirming Party" granted, sold, transferred and conveyed the piece and parcel of land measuring 1 Cottah 9 Chittaks 42 Sq.ft. more or less being the Plot No. 4, which forms a part of C.S. Plot No. 518 of C.S. Khatian No. 103 of Mouza-Kakulia, J. L. No. 40, Police Station-Tollygunge, District-24 Parganas and according to settlement Records of rights in Touzi No. 1298/2833, comprising a demarcated part of Municipal premises No. 47/2, Purna Chandra Mitra Lane within the limits of the Calcutta Corporation unto and in favour of Smt. Kabita Roy, wife of Sri Asoke Kumar Roy alias Sri Asoke Roy of 76, Russa Road East 2nd Lane, Calcutta-33, The said deed of conveyance was duly executed and registered in the office of the District Sub-Registrar of Alipore, 24 Parganas. and recorded in Book-I, Volume No.-13, Pages 284 to 293, Being No. 1052 for the year 1975.



**AND WHEREAS** the said Smt. Kabita Roy, while in possession and occupation of the said plot of land, mutated her name in the records of The Calcutta Municipal Corporation being Assessee No. 210891601797 and constructed a 3 storied dwelling house thereon, situated lying at being Premises No. 47/2, Purna Chandra Mitra Lane, Kolkata 700 033, being the KMC Assessee No. 210891601797 and had been in possession and occupation of the said property as sole and absolute owner thereof.

**AND WHEREAS** by an Indenture made between **SMT. KABITA ROY** wife of Sri Asoke Kumar Roy alias Sri Asoke Roy therein referred to as the Vendor of the First Part and **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee) daughter of Late Sudhir Kumar Chatterjee, **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, **SRI RAMENDRA KUMAR CHATTERJEE** and **SRI SATYENDRA KUMAR CHATTERJEE** all sons of Late Sudhir Kumar Chatterjee, **SRI SUKUMAR GANGULY**, **SRI PARITOSH GANGULY**, and **SRI MRIDUL GANGULY** alias M. Gangopadhyay all sons of Late Sudhir Chandra Ganguly therein referred to as the Purchasers of the Second Part and registered at the Office of the A.R.A-I, Kolkata, and registered in Book-I, Volume number 1901-2015, page from 131772 to 131798 being No. 190108182 for the year 2015 at for the valuable consideration therein mentioned sold, transferred, conveyed, assigned and assured unto and in favour of the said Purchasers therein i.e. the Vendor therein **ALL THAT** the piece and parcel of land containing an area of 1 (one) Chittak be the same a little more or less. Together with pucca structure measuring 30 sq.ft more or less situated lying at Premises No. 47/2, Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700 033, Ward No. 89 vide Assessee No. 210891601797 more fully and particularly described in the SCHEDULE there under written.

**AND WHEREAS** by an Indenture made between **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee) daughter of Late





Sudhir Kumar Chatterjee, **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, **SRI RAMENDRA KUMAR CHATTERJEE** and **SRI SATYENDRA KUMAR CHATTERJEE** all sons of Late Sudhir Kumar Chatterjee, **SRI SUKUMAR GANGULY, SRI PARITOSH GANGULY,** and **SRI MRIDUL GANGULY** alias M. Gangopadhyay all sons of Late Sudhir Chandra Ganguly therein referred to as the Vendors of the first Part and **SMT. KABITA ROY** wife of Sri Asoke Kumar Roy alias Sri Asoke Roy therein referred to as the Purchaser of the Second Part and registered at the Office of the A.R.A-I, Kolkata, and registered in Book-I, Volume number 1901-2015, page from 131705 to 131736 being No. 190108181 for the year 2015 at for the valuable consideration therein mentioned sold, transferred, conveyed, assigned and assured unto and in favour of the said Purchaser therein i.e. the Vendor therein **ALL THAT** the piece and parcel of land containing an area of 1 (one) Chittak be the same a little more or less. Together with structure measuring 30 sq.ft more or less situated lying at Premises No. 48/46, Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700 033, Ward No. 89 vide Assessee No. 210891601852 more fully and particularly described in the SCHEDULE there under written.

**AND WHEREAS** thus **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee), **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, **SRI RAMENDRA KUMAR CHATTERJEE, SRI SATYENDRA KUMAR CHATTERJEE, SRI SUKUMAR GANGULY, SRI PARITOSH GANGULY, SRI MRIDUL GANGULY** alias M. Gangopadhyay and **SMT. KABITA ROY** jointly have become the absolute Owners and they are exercising all their right of ownership and possession over the said properties being known as the Kolkata Municipal Corporation Premises No. 48/46, & 47/2, Purna Chandra Mitra Lane, Police Station-Charu Market,

ANNEXURE 2A

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Kolkata-700 033, Ward No. 89, which is morefully and particularly mentioned and described in the First Schedule hereunder written thereafter they duly mutated and amalgamated their land in the office of the Kolkata Municipal Corporation and recorded as owners being known as Premises No. 48/46, Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700 033, ward No. 89 vide Assessee No. 210891601852 and paid the rate and taxes regularly.

**AND WHEREAS** we the vendors herein along with others vendors/ owners namely Smt. Pratima Chatterjee alias Pratima Ganguly (Chatterjee), Sri Dwijendra Kumar Chatterjee alias Dwijendra Kumar Chattopadhyay, Sri Ramendra Kumar Chatterjee, Sri Satyendra Kumar Chatterjee, Sri Sukumar Ganguly, Sri Paritosh Ganguly, Sri Mridul Ganguly alias M. Gangopadhyay and Smt. Kabita Roy intend to develop the aforesaid property through a developer herein and having come to learn about the said intention of the owners/vendors the developer has proposed to build a new building for residential exploitation of the same after providing owners' allocation and has offered the same to the owners/vendors, which the vendors herein and others owners as mentioned above have accepted with certain terms and conditions which are explicitly described in the development agreement and due to various reason three separate development agreement has been made by the vendors with the Developer herein.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :**

**DEFINATION CLAUSE :** Unless it is repugnant and in consistence to the context in these presents, the underwritten terms would mean and follows :

- 1.1 **OWNERS :** Shall mean and include the above named land owners and their heirs, executors, legal representatives, successors, nominees and assigns.





- 1.2 DEVELOPER :** Shall mean and include the above named Developer having office and his successors - in office as would be required without taking any further consent from the Owners.
- 1.3 PROPERTY :** ALL THAT a piece and parcel of total amalgamated land area measuring about 9 Cottahs 1 Chittak 22 Sq. ft more or less together with structure thereon comprised in portion of C.S. Plot No. 517 under C.S. Khatian No. 179 and portion of C.S. Plot No. 516 under C.S. Khatian No. 180 and C.S. Plot No. 518 under C.S. Khatian No. 103, in Mouza - Kakulia, J.L NO. 40, Touzi No. 1298/2833 of Collectorate of 24 Paraganas, District-South 24 Paraganas, lying situated at being amalgamated Premises No. 48/46, Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700033, within the limits of Ward No. 89 of Kolkata Municipal Corporation, being the Assessee No. 210891601852 more fully described in mentioned in the First Schedule written hereunder, out of the total property belongs to the Owners herein and mentioned in the First Schedule written hereunder.
- 1.4 BUILDING :** Shall mean the building to be constructed at the amalgamated Municipal Premises No. 48/46, Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700033, within the jurisdiction of Kolkata Municipal Corporation, Ward No. -89 being the KMC Assessee No. 210891601852 in accordance with the building plan sanctioned by the Kolkata Municipal Corporation at the cost of the **DEVELOPER**.
- 1.5 PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY:** Shall mean the ratio between the build up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the Owners.
- 1.6 THE COMMON PORTION :** Shall mean and include the common portion to be made and erected for convenient user



by the intending purchaser or purchasers and/or lawful occupiers including the **OWNERS**.

- 1.7 COMMON FACILITIES :** Shall mean and include corridors, stairs ways, passages, ways, common lavatories, pump room, under-ground water reservoir and/or overhead water tank, water pump and motor and other facilities which will be provided by the Developer in the new building. The owners of the proposed multi-storied building and the purchasers of the flats of the Building shall have the right to enjoy the roof of the proposed building for the purpose of social functions/ occasions and for maintaining T.V. Antenna and water reservoir.
- 1.8 THE ARCHITECT :** Shall mean such Architect or Architects appointed by the **DEVELOPER** as Architect for the Building or such other Architect or Architects as may be appointed by the **DEVELOPER**, cost of which will be borne by the **DEVELOPER**.
- 1.9 OWNERS' ALLOCATION :** According to the following manners the **DEVELOPER** shall provide the owners' allocation to the Owners herein namely **(1) SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee), **(2) SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, **(3) SRI RAMENDRA KUMAR CHATTERJEE** and **(4) SRI SATYENDRA KUMAR CHATTERJEE** as follows :
- A) On completion of the Proposed New Building the owners shall be entitled to get 5 Nos. of self contained residential flats and 2 Nos. of Covered Car Parking Space of the said building as follows :
- (1) **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee) — one flat comprising of a built up area of 850 Sq. feet more or less including proportionate shares of stairs, lift shaft and lobby on the 2nd floor either South



ANNEXURE 'F'

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Eastern side or North Eastern side of the building and a cash consideration of Rs. 1,00,000/- (Rupees One Lac) only.

(2) **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay — one flat comprising of a built up area of 850 Sq. feet more or less including proportionate shares of stairs, lift shaft and lobby on the 4th floor either South Eastern side or North Eastern side of the building and a cash consideration of Rs. 1,00,000/- (Rupees One Lac) only.

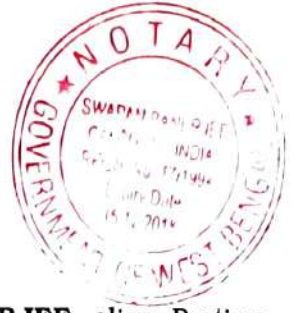
(3) **SRI RAMENDRA KUMAR CHATTERJEE** — one flat comprising of a built up area of 850 Sq. feet more or less including proportionate shares of stairs, lift shaft and lobby on the 2nd floor either South Eastern side or North Eastern side of the building and a cash consideration of Rs. 1,00,000/- (Rupees One Lac) only.

(4) **SRI SATYENDRA KUMAR CHATTERJEE** — one flat comprising of a built up area of 850 Sq. feet more or less including proportionate shares of stairs, lift shaft and lobby on the 4th floor either South Eastern side or North Eastern side of the building and a cash consideration of Rs. 1,00,000/- (Rupees One Lac) only.

B) (1) **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee), (2) **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, (3) **SRI RAMENDRA KUMAR CHATTERJEE** and (4) **SRI SATYENDRA KUMAR CHATTERJEE** jointly will get 1 No. flat comprising of a super built up area of 850 Sq. ft. more or less including proportionate shares of stairs, lift shaft and lobby on the 1st floor North Western side of the building.

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- C) (1) **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee), (2) **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, (3) **SRI RAMENDRA KUMAR CHATTERJEE** and (4) **SRI SATYENDRA KUMAR CHATTERJEE** jointly will get 2 Nos. Covered Car Parking Spaces each measuring about 135 Sq. ft. more or less at the proposed building.

Together with proportionate undivided right, title, interest and share in the land underneath the building and in all common areas, common portion and amenities and facilities comprised in the said premises.

**1.10 DEVELOPER'S ALLOCATION :** Rest of the constructed areas of the proposed new building save and except the 5 Nos. of Flats and 2 Nos. of covered Car Parking Spaces in the said new building being and under the Owners' allocation as aforesaid and mentioned in the Schedule hereunder written along with all easement right over the common parts and portions of the building also with undivided proportionate shares of land situated underneath of the building.

**1.11 SANCTIONED PLAN:** The new Building Plan to be sanctioned or any subsequently modified or "AS MADE" plan to be sanctioned by the Kolkata Municipal Corporation.

**IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :**

1. That the Agreement shall be deemed to have commenced on and from the date of execution of this Agreement.
2. That with a view to develop the said property described in the First Schedule hereunder written (hereinafter referred to as the SAID PROPERTY/LAND) the Owners hereby agree to entrust and hand over all documents of title relating to the





said property and all municipal documents, all in original, in respect of the said property to the DEVELOPER immediately after execution of this agreement.

3. That the owners hereby grant exclusive right to the DEVELOPER to build up and/or for construction of a multistoried (G+4) Building on said plot of land in accordance with the plan which will be sanctioned by the Kolkata Municipal Corporation.
4. That the DEVELOPER shall be at liberty to negotiate for sale of the Developer's Allocation of the proposed Building with any prospective buyer(s) before or in course of construction together with proportionate share of land on which the said building will be constructed as such consideration and on such terms and conditions and with such person or persons as the DEVELOPER shall think fit and proper.
5. That for the purpose of development and for making construction of the proposed building upon the said property mentioned in the First Schedule and in accordance with the specification morefully described in the Fourth Schedule and Fifth Schedule below and the DEVELOPER shall construct and complete the residential flats in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation. The DEVELOPER shall bear all costs, charges and expenses for the construction of the proposed new building.
6. That after execution of this Agreement the DEVELOPER shall obtain the building plan which duly sanctioned by the Kolkata Municipal Corporation and the OWNERS shall sign and execute all necessary or related papers in connection with the same. That the DEVELOPER shall be solely and exclusively responsible for construction of the Building as per sanctioned Plan and at the risk and cost of the DEVELOPER and the

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construction will be done with good and standard quality of materials as per Fourth Schedule and Fifth Schedule.

7. That the entire construction shall be completed within 24 months from the date of the sanction of the building plan.
8. The DEVELOPER shall pay and bear all municipal taxes, dues and other impositions and outgoings in respect of the said premises accruing from the date of the sanction of the building plan till handing over possession to the Owners and other flat owners/unit holders.
9. The DEVELOPER hereby undertakes to keep the owners indemnified against all acts, suits, costs, proceedings and claims that may arise out of the Developer allocations with regard to the development of the said property or any defect therein.
10. That the DEVELOPER shall be exclusively entitled to his allocation in the New Building with right to transfer or otherwise deal with or dispose of the same and the owners shall not in any way interfere or disturb the quiet and peaceful possession of the Developer's Allocation.
11. That simultaneously with the execution and registration of this agreement, the owners shall execute a Registered General Power of Attorney in favour of the DEVELOPER herein in a form as required by the DEVELOPER.
12. That the DEVELOPER shall have every right to sale, transfer of the Developer allocation of the said Building at any time or any price which the DEVELOPER shall think best, fit and proper without any consent of the Owners. The owners only reserve their right, title, interest of the proposed Building or construction within the Owners' Allocation as mentioned above.





**THAT THE OWNERS HEREBY DECLARES AND AGREES WITH THE DEVELOPER AS FOLLOWS :**

1. That the owners are lawfully entitled to enter into this agreement with the DEVELOPER and have full right and authority to sign and execute this Agreement.
2. That the OWNERS have not agreed committed or entered any agreement, sale deed, lease or any other documents of the said property or any part thereto with any person/persons other than the DEVELOPER herein and they have not created any mortgage charges or any other encumbrances on the said property.
3. That the owners shall always co-operate with the Developer regarding construction or development of proposed new building upon the said property and sign all necessary papers or documents as it when required without any delay. The OWNERS shall have right/liberty to make inspection of the construction work and materials used in the proposed Building.
4. That the said property is free from all encumbrances, attachment, trust, mortgage, acquisition, requisition whatsoever.
5. That not to do any act, deed or things whatsoever by the OWNERS so that the DEVELOPER may be prevented from selling, assigning or disposing of any part of the Developer's allocation of the proposed Building or any work of construction.
6. That the DEVELOPER is hereby authorized by the OWNERS through this Agreement and the registered General Power of Attorney which will be executed by the OWNERS in favour of the DEVELOPER and it is hereby agreed by the OWNERS that they shall not be entitled to cancel and/or rescind and/or revoke the power as well as these presents until and unless there will be clear discussion by and between the parties herein.

Annexure 7A

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7. That all costs, charges and expenses of construction of the proposed building/flats including cost for sanctioning the building plan, Architect fees shall be paid and/or discharges by the DEVELOPER.
8. That the DEVELOPER will handover the owners' allocation in a habitable condition to the OWNERS or to their nominees within 24 months from the date of sanctioning of the building plan and also before handover developer's allocation to the intended Purchasers.
9. If the parties hereto are unable to perform their obligations herein before mentioned in that event the time for the performance of their obligations may be extended after mutual discussion.

**THE OWNERS AND THE DEVELOPER ALSO HEREBY COVENANT AS FOLLOWS :**

1. That the OWNERS and the DEVELOPER hereby declares that they have entered into this Agreement purely as a contract or joint venture basis, so nothing contained herein shall be deemed to constitute as partnership between them in any manner.
2. That the OWNERS shall deliver or caused to be delivered to the DEVELOPER against proper receipts of all the original title deeds and all other original documents of said property within 15 days from the date of the execution of these presents. The said Deeds and Documents shall be returned by the DEVELOPER to the land owners of the said Property at the end of the project or the Association of Flat Owners'.
3. As soon as the aforesaid Owners' allocation is completed the DEVELOPER shall give notice or intimation to the OWNERS will take possession of the said Owners' allocation as mentioned in the Second Schedule on the land mentioned in First Schedule subject to compliance of all terms of the Agreement and from the date of said possession to the owners and other flat owners are

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liable to pay their property taxes proportionately.

4. The right title and interest over and above the top roof shall always and at all times be common among the all flat owners including owners' allocation.
5. The DEVELOPER shall not be considered liable in case the performance of any obligations is prevented by any acts of nature viz. flood, earth quake or riots, civil wars, strike which is beyond the reasonable control of the DEVELOPER.
6. That save and except those are herein before provided right and liabilities of the parties shall be governed by the law in force.
7. That in case any dispute arises between the parties herein regarding construction or interpretation of any of the terms and obligations contained herein or touching these presents or determination of any liabilities of the parties the same shall be referred to Arbitration and the decision of the Arbitrator shall be final and binding on the parties.
8. That in case of death of any parties herein the heirs, legal representative and successors shall be bound by the terms and conditions of this Agreement.
9. Time is the essence of this contract.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** a piece and parcel of total amalgamated land area measuring about 9 Cottahs 1 Chittaks 22 Sq. ft more or less together with structure thereon, comprised in portion of C.S. Plot No. 517 under C.S. Khatian No. 179, portion of C.S. Plot No. 516 under C.S. Khatian No. 180 and C.S. Plot No. 518 under C.S. Khatian No. 103 in Mouza – Kakulia, J.L NO. 40, Touzi No. 1298/2833 of Collectorate of 24 Paraganas, District-South 24 Paraganas, lying situated at being K.M.C amalgamated Premises No.48/46,





Purna Chandra Mitra Lane, Police Station-Charu Market, Kolkata-700033, within the limits of Ward No. 89 of Kolkata Municipal Corporation, being the Assessee No. 210891601852 which is butted and bounded as follows :

On the North : 7.315 m wide Purna Chandra Mitra Lane, Kol-33.

On the South : 6.096 m wide Purna Chandra Mitra Lane, Kol-33.

On the East : By premises No. 47/3, Purna Chandra Mitra Lane, Kol-33.

On the West : By premises No. 48/44, Purna Chandra Mitra Lane and premises No. 48/47. Purna Chandra Mitra Lane, Kol-33.

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**OWNERS' ALLOCATION:** According to the following manners the **DEVELOPER** shall provide the owners' allocation to the Owners herein namely (1) **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee), (2) **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, (3) **SRI RAMENDRA KUMAR CHATTERJEE** and (4) **SRI SATYENDRA KUMAR CHATTERJEE** as Follows :

A) On completion of the Proposed New Building the owners shall be entitled to get 5 Nos. of self contained residential flats and 2 Nos. of Covered Car Parking Space of the said building as follows :

- (1) **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee) — one flat comprising of a built up area of 850 Sq. feet more or less including proportionate shares of stairs, lift shaft and lobby on the 2nd floor either South Eastern side or North Eastern side of the building and a cash consideration of Rs. 1,00,000/- (Rupees One Lac) only by cheque or cash as per owner's instruction.

**AMENDED**



- (2) **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay—one flat comprising of a built up area of 850 Sq. feet more or less including proportionate shares of stairs, lift shaft and lobby on the 4th floor either South Eastern side or North Eastern side of the building and a cash consideration of Rs. 1,00,000/- (Rupees One Lac) only by cheque or cash as per owner's instruction.
- (3) **SRI RAMENDRA KUMAR CHATTERJEE** — one flat comprising of a built up area of 850 Sq. feet more or less including proportionate shares of stairs, lift shaft and lobby on the 2nd floor either South Eastern side or North Eastern side of the building and a cash consideration of Rs. 1,00,000/- (Rupees One Lac) only by cheque or cash as per owner's instruction.
- (4) **SRI SATYENDRA KUMAR CHATTERJEE** — one flat comprising of a built up area of 850 Sq. feet more or less including proportionate shares of stairs, lift shaft and lobby on the 4th floor either South Eastern side or North Eastern side of the building and a cash consideration of Rs. 1,00,000/- (Rupees One Lac) only by cheque or cash as per owner's instruction.
- B) (1) **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee), (2) **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, (3) **SRI RAMENDRA KUMAR CHATTERJEE** and (4) **SRI SATYENDRA KUMAR CHATTERJEE** jointly will get 1 No. flat comprising of a super built up area of 850 Sq. ft. more or less including proportionate shares of stairs, lift shaft and lobby on the 1st floor North Western side of the building.



- C) (1) **SMT. PRATIMA CHATTERJEE** alias Pratima Ganguly (Chatterjee), (2) **SRI DWIJENDRA KUMAR CHATTERJEE** alias Dwijendra Kumar Chattopadhyay, (3) **SRI RAMENDRA KUMAR CHATTERJEE** and (4) **SRI SATYENDRA KUMAR CHATTERJEE** jointly will get 2 Nos. Covered Car Parking Spaces each measuring about 135 Sq. ft. more or less at the proposed building.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**DEVELOPER'S ALLOCATION:** Rest of the constructed areas of the proposed new building save and except the 5 Nos. of Flats and rest of the covered car parking spaces in the said new building being and under the Owners' allocation as aforesaid and mentioned in the Schedule hereunder written along with all easement right over the common parts and portions of the building also with undivided proportionate shares of land situated underneath of the building.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**Specifications of the Constructions**

**WALLS**

Internal brick walls with POP finish

External walls with acrylic exterior paints

**FINISH**

Marble/Vitrified tiles on floors

Marble in the staircase and lobby

Marble/Ceramic tiles used in the floor of the toilet and kitchen

Kitchen Counter with SS sink

Glazed tiles on the toilet walls upto door height

**ELECTRICALS**

Concealed Copper Wiring

Modern Switch, Socket etc.





Power point in kitchen and one toilet

AC Point in bedrooms

**SANITARYWARE AND PLUMBING**

Glazed sanitaryware of reputed brand

Chrome Plated fittings of reputed brand

Hot water pipelines in one toilet.

**DOORS AND WINDOWS**

All are flush doors only main door with lock, Aluminium sliding windows and grill.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**COMMON AREAS AND COMMON PARTS**

1. Common Electric
2. Water pump with electricity driven motor, overhead tank, water tank,
3. Plumbing Connection,
4. Drainage and Sewerage,
5. Electrical installation and maintenance.
6. Lift
7. Common passage and Lobby.
8. Staircase and Landing on all the Floors.
9. Roof or top of the building.
10. Salary of Watchman, Caretaker and Sweeper.
11. Electric bill for common areas i.e. for lighting common areas, operating water pump and lift.
12. Repair and maintenance of common portion, areas installation.

Annex 7A

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IN WITNESS WHEREOF the parties hereto put their respective hands and seals on this agreement on the day, month and year mentioned hereinbefore.

SIGNED & DELIVERED

IN PRESENCE OF :

1. Himadri Chatterjee  
13/3, Ballygunge  
Station Road,  
Kolkata-700019

2. Sanjay Karmafer  
32A Gurusubada  
Halder Road.  
Kot- 700026

1. Pratima Chatterjee  
(Ganguly)

2. *[Signature]*

3. Ramendra K. Chatterjee

4. *[Signature]*  
SIGNATURE OF THE OWNERS

Ashim Singha.

Ashim Singha.

SIGNATURE OF THE DEVELOPER

Identified and Drafted by me

*[Signature]*

Advocate

High Court, Calcutta.

Enrolment No. : F/550/566/1992

(S) Signature (S) of the  
Executant attested by me on identification

*[Signature]*

SWAPAN BANERJEE  
Notary, Calcutta, India  
Govt. Of W.B. Regn. No: 17/1994  
D/18/1, Karanamoyee Housing  
Estate, Calcutta-700 091

06 FEB 2016



**MEMO OF CONSIDERATION**

**RECEIVED** from Ashim Singha (Developer) the sum of Rs. 4,00,000/- (Rupees Four Lacs) only by Cheque or by cash as non-refundable money as per the agreement.

By Cheque No..... dated.....

Drawn on..... Branch.....

or by CashRs...../- In favour of .....

By Cheque No..... dated.....

Drawn on..... Branch.....

or by CashRs...../- In favour of .....

By Cheque No..... dated.....

Drawn on..... Branch.....

or by CashRs...../- In favour of .....

By Cheque No..... dated.....

Drawn on..... Branch.....

or by CashRs...../- In favour of .....

**SIGNED IN THE PRESENCE OF :**

1)

1. \_\_\_\_\_

2. \_\_\_\_\_

2)

3. *Ramesha K. Chatterjee*

4. \_\_\_\_\_

**SIGNATURE OF THE OWNERS/VENDORS**



06 FEB 2016

Dated.....



## **Swapan Banerjee**

**Advocate High Court, Calcutta  
Bar Association**

**Room No. 2, Calcutta-700 001  
and NOTARY, CALCUTTA**

**Govt. of West Bengal**

**The Calcutta City Courts Bar Association  
(2nd Floor) Calcutta-700 001**

**Residence :**

**D-18/1 KARUNAMOYEE HOUSING ESTATE**

**CALCUTTA-700 091**

**Phone : 2359-0204**

**M : 9432188358**