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District the Register-III
Alipore, South 24-parganas

14 DEC 2027

## DEVELOPMENT AGREEMENT

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2022 (Two Thousand Twenty Two)

BETWEEN

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(1) SMT. SOBITA MUKHERJEE (a) SABITA MUKHERJEE (PAN - BPCPM6134F, Aadhaar No. 4509 9983 8993, Mobile -7044968675), wife of Late Sundari Mohan Mukherjee, by faith - Hindu, by Nationality -Indian, (2) SRI SWAYAMBHU NATH MUKHERJEE (PAN AFAPM4774Q, Aadhaar No. 6362 1492 2697, Mobile -9830111181), son of Late Sundari Mohan Mukherjee, by faith - Hindu, by Nationality - Indian, (3) SRI KASHI NATH MUKHERJEE (PAN - AEUPM9295F, Aadhaar No. 2626 0802 3677, Mobile -8910991949), son of Late Sundari Mohan Mukherjee, by faith - Hindu, by Nationality - Indian, (4) SRI SUMIT GHOSH (PAN -AJYPG0250D, Aadhaar No.5360 8784 0716. Mobile -6290961471), son of Late Amarendra Nath Ghosh, by faith - Hindu, by Nationality - Indian, and (5) SRI AMIT KUMAR GHOSH (PAN - AIDPG0183F, Aadhaar No. 4968 0765 2919, Mobile - 8697164231), son of Late Amarendra Nath Ghosh, by faith - Hindu, by Nationality - Indian, all residing at 35, Purna Chandra Mitra Lane,



DISTRICT SUB REGISTRAR-III SOUTH 24 PGS/ALIPORE 1 4 DEC 2022 Kolkata - 700033, Post Office -Tollygunge, Police Station- Charu Market, hereinafter jointly called and referred to as "the **OWNERS**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

#### AND

M/S. PKS CONCLAVE PRIVATE LIMITED (PAN AAICP1418N, Mobile No.9836193231) (CIN No. U45400WB2015TC206423) a Company within the meaning of Indian Companies Act 1956 having its office at 29, Indrani Park, Post Office - Tollygunge, Kolkata - 700033, Police Station - Charu Market, represented by its Director Kalyan Kumar Paul (PAN - AFSPP0696J, Aadhaar No. 2589 6482 5721, Mobile No. 9903349116), son of Late Rakhal Chandra Paul, by faith

: Hindu, by nationality : Indian, by Occupation :
Business, residing at 92, Purna Chandra Mitra Lane,
Post Office - Tollygunge, Police Station: Charu Market,
Kolkata : 700033, hereinafter called and referred to as
"the DEVELOPER" (which term or expression shall
unless excluded by or repugnant to the subject or
context be deemed to mean and include its successors in-office and assigns) of the SECOND PART

WHEREAS a Deed of Bengali Kobala dated 4th February, 1988 made between Smt. Saraswati Ghosh therein described as Vendor of the One Part and Sri Sundari Mohan Mukherjee and Sobita Mukherjee @ Sabita Mukherjee therein described as Purchasers of the Other Part, the said Vendor for the consideration therein mentioned, sold, transferred and conveyed, assigned unto and in favour of said Purchaser ALL THAT piece and parcel of land 2 Cottahs 3 Chittaks 35 Square Feet more or less alongwith structures

and being Premises No. 35, Purna Chandra Mitra
Lane, Kolkata - 700033, Post Office - Tollygunge, Police
Station- Tollygunge, which is morefully and particularly
described in the Schedule thereunder written. The said
Deed of Conveyance was registered in the office of the
A.D.S.R. Alipore South 24 Parganas recorded in Book
No. I, Being No. 275 for the year 1988.

AND WHEREAS thereafter the said Sri Sundari Mohan Mukherjee and Sobita Mukherjee @ Sabita Mukherjee duly mutated their names in the Assessment record of the Kolkata Municipal Corporation bearing Assessee No. 210891600410.

AND WHEREAS Some Nath Mukherjee is traceless from and onwards 11.07.2000 and thereafter Swayambhu Nath Mukherjeea as Plaintiff filed Title Suit being No. 759 of 2018 against Smt. Sobita Mukherjee

and Kashi Nath Mukherjee as Defendants stating inter-alia that Swayambhu Nath Mukherjee i.e. Plaintiff gets the decree of declaration in respect of the property mentioned in the Schedule 'B' of the plaint i.e. Premises No. 35, Purna Chandra Mitra Lane, Kolkata - 700033, Post Office - Tollygunge, Police Station- Charu Market, Ward No.89 on further declaration that Some Nath Mukherjee is deemed to be dead and his death is civil /legal death from the date of filing of the suit i.e. 17.05.2018 and the Learned Court was pleased to allow the prayer of Swayambhu Nath Mukherjee.

AND WHEREAS Sundari Mohan Mukherjee died intestate on 09.02.2017 leaving behind the Owners No.1 to 3 herein as his legal heirs and successors who inherited the property as per Hindu Succession Act and thereafter Owners No. 1 to 3 duly mutated their names in the Assessment record of the Kolkata

Municipal Corporation vide Premises No. 35, Purna Chandra Mitra Lane, Ward No.89.

AND WHEREAS the Owners No.4 & 5 are entitled to ALL THAT piece and parcel of land measuring 1 Cottah 3 Chittaks 9.5 Square Feet more or less equivalent to 864.5 Square Feet more or less alongwith two storied building standing thereon or on part thereof situate lying at and being Premises No. 35A, Purna Chandra Mitra Lane, Kolkata - 700033, Post Office - Tollygunge, Police Station- Charu Market, bearing Assessee No. 210891602364 by virtue of a Deed of Family Settlement dated 17th January, 1993 registered in the office of the A.D.S.R. Alipore South 24 Parganas recorded in Book No. I, Being No. 662 for the year 1993.

AND WHEREAS after the death of Arati Ghosh i.e.

Settlor on 17.11.2015 the Owners No.4 & 5 herein

duly mutated their names as Owners in the Assessment

Record of the Kolkata Municipal Corporation as a single unit for better convenience and enjoyment of the aforesaid property bearing Assessee No. 210891602364 being Premises No. 35A, Purna Chandra Mitra Lane, Kolkata - 700033, Post Office - Tollygunge, Police Station- Charu Market, Ward No.89.

AND WHEREAS a Deed of Gift date 07.06.2022 made between (1) Smt. Sobita Mukherjee @ Sabita Mukherjee, (2) Sri Swayambhu Nath Mukherjee & (3) Sri Kashi Nath Mukherjee therein jointly described as Donors of the First Part and Sri Sumit Ghosh & Sri Amit Kumar Ghosh therein jointly described as Donees of the Second Part, the said Donors out of natural love and affection towards the Donees gifted undivided 20% share or interest in respect of ALL THAT piece and parcel of land Admeasuring 2 Cottahs 2 Chittaks 8.5 Square Feet more or less equivalent to 1538.5 Square Feet more or less alongwith two storied building Ground

Floor measuring 1000 Square Feet (Cemented) and First Floor measuring 1000 Square Feet (Cemented) standing thereon or on part thereof situate lying at and being Premises No. 35, Purna Chandra Mitra Lane, Kolkata -700033, Post Office - Tollygunge, Police Station- Charu Market, bearing Assessee No. 210891600410 within the limits of Calcutta Municipal Corporation under its Ward No.89, Touzi No. 1298/2833 Dihi Panchanna Gram, 6 Division, Sub-Division - S togetherwith all easement rights attached thereto which is morefully and particularly described in the Second Schedule thereto. The said Deed of Gift was registered in the office of the D.S.R. - I, Alipore South 24 Parganas recorded in Book No. I. Volume No. 1601-2022, Page from 69982 to 70022, Being No. 16016 1441 for the year 2022.

AND WHEREAS a Deed of Gift dated 07.06.2022 made between Sri Sumit Ghosh and Sri Amit Kumar Ghosh therein jointly described as Donors of the First Part

and (1) Smt. Sobita Mukherjee @ Sabita Mukherjee, (2) Sri Swayambhu Nath Mukherjee & (3) Sri Kashi Nath Mukherjee therein jointly described as Donees of the Second Part, the said Donors out of natural love and affection towards the Donees gifted undivided 20% share or interest in respect of ALL THAT piece and parcel of land Admeasuring 1 Cottah 3 Chittaks 9.5 Square Feet more or less equivalent to 864.5 Square Feet more or less alongwith two storied building Ground Floor measuring 600 Square Feet (Tiles) and First Floor measuring 400 Square Feet (Cemented) standing thereon or on part thereof situate lying at and being Premises No. 35A, Purna Chandra Mitra Lane, Kolkata - 700033, Post Office - Tollygunge, Police Station- Charu Market, bearing Assessee No. 210891602364 within the limits of Calcutta Municipal Corporation under its Ward No.89, Touzi No. 1298/2833 Dihi Panchanna Gram, 6 Division, Sub-Division - S togetherwith all easement rights attached thereto . The said Deed of Gift was registered

in the office of the D.S.R. - I, Alipore South 24 Parganas recorded in Book No. I, Volume No. 1601-2022, Page from 69907 to 69945, Being No. 160101442 for the year 2022.

AND WHEREAS the present Owners herein applied for mutation and amalgamation of Premises No. 35 & 35A, Purna Chandra Mitra Lane, Kolkata - 700033, Ward No.89 before the Kolkata Municipal Corporation and the Kolkata Municipal Corporation amalgamated the aforesaid two premises into one singular premises being Premises No. 35, Purna Chandra Mitra Lane, Kolkata - 700033, Ward No.89 bearing Assessee No. 210891600410.

AND WHEREAS the Owners are now jointly seized and possessed of and/or sufficiently entitled to ALL THAT piece or parcel of land measuring an area of 3 Cottahs 5 Chittaks 17 Square Feet more or less togetherwith two

storied brick built building standing thereon or on part thereof situate lying at and being Premises No. 35, Purna Chandra Mitra Lane, bearing Assessee No. 210891600410, Kolkata - 700033, Post Office - Tollygunge, Police Station - Charu Market, under Ward No. 89 which is morefully and particularly described in the **FIRST SCHEDULE** hereto free from all encumbrances whatsoever.

AND WHEREAS it is the intention of the First Part to get the proposed of new building constructed through the Second Part permitted under prevailing building Rules framed by the Kolkata Municipal Corporation and other authorities making full use of the permissible FAR.

# NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows:

 That, the present Agreement for Development deemed to have been commenced on and with effect from the date of signing of the Agreement i.e. the Hulday of

- 2. THE OWNERS shall mean the said (1) Smt. Sobita Mukherjee @ Sabita Mukherjee (2) Sri Swayambhu Nath Mukherjee (3) Sri Kashi Nath Mukherjee (4) Sri Sumit Ghosh and (5) Sri Amit Kumar Ghosh further include each of their respective legal heirs, executors, administrators, representatives and/or assignees as the case may be.
- 3. THE DEVELOPER shall mean the M/s. PKS
  Conclave Private Limited a company within the meaning
  of Indian Companies Act, 1956 having its office at 29,
  Indrani Park, Kolkata 700033, Police Station Charu
  Market further include its successors -in-office and
  assigns as the case may be.
- THE SAID PROPERTY shall mean ALL THAT
   piece or parcel of land measuring an area of 3 Cottahs 5

Chittaks 17 Square Feet more or less togetherwith two storied brick built building standing thereon or on part thereof situate lying at and being Premises No. 35, Purna Chandra Mitra Lane, bearing Assessee No. 210891600410, Kolkata - 700033, Post Office - Tollygunge, Police Station - Charu Market, under Ward No. 89 fully described in the First Schedule below.

- 5. THE BUILDING shall mean ALL THAT proposed G + 3 storied new Building so to be constructed by the Developer on the said property of the Owners in accordance with the Building permit to be granted by the Kolkata Municipal Corporation exclusively at the costs and expenses of the Developer in the names of the Owners herein.
- 6. THE OWNER'S ALLOCATION shall mean and include ALL THAT 2 (Two) flats one on the first floor front side and one on the second floor front side

each measuring 772 Square Feet more or less (to be allocated to the Owners No. 1 to 3 jointly) and also entitled to 30 Square Feet from the Developer for which Developer shall pay a sum of Rs.6,000/-@per Square Feet at the time of handing over Owners allocation to the Owner No.1 to 3 by the Developer at 35, Purna Chandra Mitra Lane, Kolkata - 700033, Post Office -Tollygunge, Police Station- Charu Market of the proposed new building and also shall mean and include ALL THAT 2 (Two) flats (facing back side) each measuring 644 Square Feet more or less one on the first floor and one on the second floor both back side (to be allocated to the Owners No.4 & 5) subject to payment of by the Owners No.4 & 5 to the Developer for additional 440 Square Feet @ Rs6,000/- per Square Feet and Owners No.4 & 5 shall pay the aforesaid sum on or before completion of the proposed new building alongwith undivided proportionate share or interest in land of the alongwith undivided premises amalgamated

proportionate share in the common areas and the Owners herein will get jointly 57% share or interest in the covered car parking space of the proposed new building to be demarcated by the Developer as per Owners' preference for allocation at the handing over Owners' allocation to the Owners and the Developer will get balance 43% share or interest in the car parking space of the proposed new building. size cars Maximum six Nos. medium accommodated. It is pertinent to mentioned here that any extra FAR is to be sanctioned by the Kolkata Municipal Corporation on the Ground Floor Owners will get jointly 57% share or interest minus construction cost and the Developer will get 43% share or interest of such extra FAR if sanctioned to be constructed and completed as per technical specification mentioned in the SECOND SCHEDULE hereto together with undivided proportionate share or interest in land of the said property along with undivided proportionate share in the common areas i.e. main gates, lobby, stair case lobbies, stair, lift under and overhead water reservoir, septic tank, electrical and plumbing installations, etc. and the Owners' allocation is morefully and particularly described in the Part - 1 of the **FOURTH SCHEDULE** hereunder written.

ALL THAT one self contained flat on the rear side orientation Northern on the Third Floor and one self contained flat on the Third Floor front side and remaining 43% share in the covered car parking spaces orientation East on the Ground Floor of the proposed new Building to be constructed and completed as per technical specification mentioned in the SECOND SCHEDULE hereto together with undivided proportionate share or interest in land of the said property along with undivided proportionate share in the

common areas i.e. main gates, lobby, stair case lobbies, stair, lift under and overhead water reservoir, septic tank, electrical and plumbing installations, etc. and the Developer's allocation is morefully and particularly described in the Part - II of the **FOURTH SCHEDULE** hereunder written.

- 8. THE OWNERS REPRESENT AND DECLARE as follows:
- A. That the said property is free from all encumbrances and the Owners have good, valid and lawful marketable title in all respect relating to the said property which the Developer investigated and confirmed and satisfied.
- B. That the Owners are entitled to enter this

  Agreement with the Developer and they have full right

  and authority to sign and execute the same.

- THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT as follows:
- A. That in lieu of the consideration so mentioned above written, the Owners hereby grants exclusive right and authority to the Developer to conduct the development work in respect of the said property of the Owners by constructing thereon the proposed new Building in accordance with the Building Plan to be sanctioned by the Kolkata Municipal Corporation and such construction of Building shall necessarily to be completed within the period of 22 months from the date obtaining building permit from the Kolkata Municipal Corporation and the Developer further may be given three months grace period to complete the construction.
- B. That the Owners shall at the request and cost of the Developer sign and execute from time to time all agreements / documents / deeds/ plan/drawing

designs/revised plans / modified plans etc. of the proposed new building till completion of the proposed new Building and to be modified by the Kolkata Municipal Corporation or other authorities provided that all costs, charges and expenses in this connection shall be borne and paid by the Developer alone and the Developer shall indemnify and keep indemnified the owners from and against all actions, costs, suits, proceedings, fines, penalties, damages incurred or suffered by the Owners.

C. That the Owners and the Developer shall exclusively be entitled to hold, possess and enjoy their/its respective allocation in the proposed new Building without any claim, demand, right or interest therein of the other part and shall further nor in any way interfere or disturb the quiet and peaceful possession of the other.

#### DEALINGS OF SPACES OF THE BUILDING :-

- A. The Developer shall on completion of the said new Building, put the Owners first in undisputed possession of the Owner's allocation before handing over Developer's allocation to its prospective buyers, **TOGETHER WITH** the common right and interest on all common areas and facilities.
- B. The Owners shall be entitled to transfer or otherwise deal with the Owners' allocation of the said proposed new Building at their absolute discretion.
- C. The Developer shall be entitled to transfer or otherwise deal with the Developer's allocation of the said building at its absolute discretion.

#### 11. CONSIDERATION :-

A. The Developer shall be at liberty to sell or allot Flats or Units/ garages in the said proposed new Building under its allocation to be developed on the said property and to enter into Agreements with the prospective Buyer/s on such terms & conditions as its might think fit and proper without affecting any right or interest of the Owners. The Developer shall also fully and absolutely entitled to the all sale proceeds of all the flats or Units/ garages under its allocation together with undivided proportionate share or interest in land of the said property along with undivided proportionate share in the common areas i.e. main gates, lobby, lift, stair case lobbies, under and overhead water reservoir, septic tank, electrical and plumbing installations, etc. of the proposed new building provided this clause will be effected giving possession to the Owners' allocation .

B. The Owners have agreed to execute and/or join in execution of the Sale Deed/s only in respect of proportionate share of land and common spaces in

favour of the Buyer/s of all the Flat/s, car parking spaces and other spaces to be developed by the Developer in respect of the Developer's allocation of the proposed new building. The owners or their legal heirs will sign as Confirming Party in the said Deeds of Conveyance

#### 12. BUILDING AND OTHER RELATED MATTERS

A. The Developer hereby agrees to develop and/or cause to be developed the said property for and on behalf of the Owners on the terms mentioned herein and as per building permit to be granted by the Kolkata Municipal Corporation by constructing proposed new Building thereon on ownership basis. The Developer agrees that it will obtain completion certificate etc. required to complete the development work on the said property the said property at its own cost and on its responsibility but in the names of the Owners and on their behalf.

- B. The Specification of the materials and workmanship in the construction of the proposed construction to be constructed by the Developer shall follow the National Building Code (Latest Edition).
- As soon as the Building is completed alongwith the completion certificates from KMC, the Developer shall give written notice to the Owners at their respective addresses now they are residing requiring the Owners to take possession of the Owner's Allocation in the said Building. After 7 (Seven) days from the date of service of such notice subject to full satisfaction of materials and other works as per sanction plan and times thereafter the Owners shall be responsible for payment of all Municipal and Statutory taxes, rates, duties and other impositions including regular payment of monthly maintenance charges that are payable in respect of the Owners' Allocation in the said Building. However, the said rates and charges shall be payable on pro-rata basis, if the same is being levied on the Building

as a whole. Developer has to take responsibility of maintaining the building if any damage, caused within one year of handing the possession to the Owners subject to payment of monthly maintenance charges by the flat Owners.

## 13. OWNERS' OBLIGATION :-

- A. The Owners do hereby further covenants with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the said proposed new Building at the said property in favour of the Intending Purchaser/s of Flat/s, units of the said proposed Building.
- B. The Owners hereby agrees to render all assistance and co-operation that may be required by the Developer from time to time to carry out the development work in respect of the said property and construction and completion of the Building and structure thereon in accordance with the concerned authorities and in

respect of any other matters relating to or arising therefrom provided that the Owners shall not be liable to incur any financial obligations on that behalf.

- C. The Owners do hereby agree and covenant with the Developer not to let out, grant lease, mortgage, assign and/or to create charge or part with possession of the said property or any portion thereof in favour of any Third Party during, the subsistence of the present Agreement for Development.
- D. The Owners shall, execute a Power of Attorney in favour of the Developer or its nominee or nominees giving all necessary powers and authorities required to carry out the work of development and its sales in all respect as contemplated by these presents.
- E. The Owners shall give inspection of all original documents in respect of the said property to the Developer as and when the same would be required.

#### 14. DEVELOPER'S OBLIGATIONS :-

The Developer hereby agrees and covenants with the owners not to do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing the Owners' Allocation in the said proposed new Building.

The Developer shall not assign this project / agreement to any third party without the written consent of the Owners.

#### 15. OWNERS' INDEMNITY :-

A. The Owners shall indemnify and keep indemnified the Developer against all Third Party claim regarding the marketable title of the Owners in respect of the said property and further indemnified that, on completion of the constructional work of the Building, the Developer shall be entitled to use, enjoy and possess its allocated space without any hindrance or interference on the part of the Owner subject to handover Owners' allocation.

B. In the event of the Developer paying any refundable deposits to the Kolkata Municipal Corporation and other concerned authorities in the course of the development work, the Developer is entitled to the refund of such deposit in its name. To enable the Developer to obtain the refund the Owners shall sign and execute all such writings as may be required by the Developer in that behalf without raising any objection or requisition in that behalf.

#### 16. DEVELOPER'S INDEMNITY :-

The Developer shall indemnify and keep indemnified the Owners against all losses, damages, costs, charges and expenses that will be incurred or suffered by the Owners on account of or arising out of any breach of any of these terms or due to accident or any mishap during construction or due to any claim made by any third party in respect of such construction or otherwise howsoever.

## 17. MISCELLANEOUS :-

- A. The Owners hereby agree to abide by all the Rules and Regulations to be framed by the Association of Flat Owner/s of the proposed new Building who will be ultimately in charge of the maintenance of the said Building and/or common parts/areas thereof and hereby given their consent to abide by such Rules and Regulations.
- B. This Agreement will not be treated as a partnership between the Owners and the Developer.
- C. It is also categorically agreed to between the parties hereof that, even from the date hereof if the Party of the

Second Part fails and neglects to complete the same in all manner as stated above within the agreed and stipulated period as stated herein before in that event, the Party of the Second Part shall pay liquidated damages at the rate of Rs.10,000/- (Rupees Ten Thousand) only per month to the Party of the First Part herein for each and every month of delay in completing such construction work in all respect of the proposed new building till such time the possession of First Part's Allocation are duly handed over to them. Payment of such liquidated damages shall commence forthwith from the date of first default month by month till completion of the building alongwith the completion certificate from the K.M.C.

D. The Developer shall be entitled to put up a temporary Advertisement board at the said property during the course of construction without involving the

names of the Owners in any manner and which the Owners will be entitled to remove forthwith if the Developer has committed any breach of this agreement.

- E. The Developer hereof on completion of the entire construction work of the proposed new Building at its own costs and expenses shall obtain the requisite Building completion and/or occupancy certificate from the Kolkata Municipal Corporation and handover a duly attested Photo copy of the same to the Owners on or before delivery of possession of the Owners' allocation.
- F. The Developer 'shall appoint Architect, Engineer and other at its choice and the costs in this regard shall be borne by the Developer alone.
- G. All out of pocket expenses of and incidental to this Agreement and transactions in pursuance thereof including the Deed of Conveyance and other assurances

in respect thereof including stamp duty and registration charges shall be arranged to be paid by the Developer or its nominee/s so that the Owners will not be required to pay the same.

- H. The Developer shall be entitled to enter into separate contracts in its own name with Building Contractors, Architects and others for carrying out the said development at its own risk and cost.
- I. The Developer shall be entitled to all salvage value of the existing building to be demolished by the Developer for proposed development work. Demolition work of the building /s part or full to be undertaken after obtaining sanctioned Building Plan (New) from Kolkata Municipal Corporation.
- J. The Developer shall provide two numbers of interim accommodation during the period of proposed construction and till the fully completion and possession of the proposed building to the Owner Nos. 1 to 3 &

one interim accommodation to the Owners No.4 & 5 and the Developer shall pay and bear rent/license fee for such accommodation till handing over Owners' allocation to the Owners alongwith C.C. from KMC. Entire to and fro shifting cost shall be borne by the Developer.

#### 18. FORCE MAJEURE :-

- A. The Parties hereof shall not considered to be held responsible and liable for any obligation performance of which would have been prevented by the existence of the "FORCE MAJEURE" and shall be suspended from the obligation during the duration of the "FORCE MAJEURE".
- B. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, strike and/or any other act or commission beyond the control of the Parties hereto.

## 19. JURISDICTION :-

The Courts of Kolkata alone shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of the present Agreement between the Parties hereto.

20. All disputes and differences arising out of or in connection with these presents shall be referred to the Arbitral Tribunal consisting of a person mutually decided by both the parties. The language of the award shall be English. The venue and all other matters relating to the conduct of proceedings of the Arbitral Tribunals shall be decided by the Arbitral Tribunals.

## THE FIRST SCHEDULE ABOVE REFERRED TO:

(The said Property)

ALL THAT piece and parcel of land measuring 3 Cottahs
5 Chittaks 17 Square Feet more or less alongwith two
storied building Ground Floor measuring 1600 Square
Feet (Cemented) and First Floor measuring 1400 Square
Feet (Cemented) ( No Lift facility, constructed more than
15 years ago) standing thereon or on part thereof

Situate lying at and being Premises No. 35, Purna Chandra Mitra Lane, Kolkata - 700033, Post Office - Tollygunge, Police Station- Charu Market, bearing Assessee No. 210891600410 within the limits of Calcutta Municipal Corporation under its Ward No.89, Touzi No. 1298/2833 Dihi Panchanna Gram, 6 Division, Sub-Division - S togetherwith all easement rights attached thereto whereon and whereupon proposed new building is to be constructed and/or built and the same is butted and bounded as follows:-

ON THE NORTH: 22 Feet wide Purna Chandra

Mitra Lane

ON THE SOUTH: 34, Purna Chandra Mitra Lane

ON THE EAST : 45, Purna Chandra Mitra Lane

ON THE WEST: Partly by 92 & 92/1, Purna

Chandra Mitra Lane.

OR HOWSOEVER OTHERWISE the same is butted and bounded, called, known, numbered and/or distinguished.

# THE SECOND SCHEDULE ABOVE REFERRED TO (TECHNICAL SPECIFICATION)

### FOUNDATION:

R.C.C. framed structures building as to be decided by the architect.

### WALLS:

External walls 8 inches thick, partition walls 5 inches thick and 3 inch thick brick with cement plaster.

### WINDOWS:

Sliding Aluminium Windows with grills.

### KITCHEN:

Sink and Cooking platform to be of granite black stone as per Owners' choice upto 3 feet hight glazed tiles over cooking platform will be provided along with two water points and sink of Jaguar /Hind/Parry make alognwith provision for installation of chimney.

### TOILET/W C:

Tiles (2' x 2') flooring with glazed tiles as per Owners' choice dado upto 6 feet height from floor level, 2 stainless steel taps, 1 shower, I washbasin (concealed water points internal only), I European/Indian type W.C. pan of good quality with lowdown flushing cistern, geyser connection will be provided sanitary items white for each of the toilets all plumbing including water taps etc. and fittings will be Jaguar make /parry/Hind ware.

## FLOORING:

Vitrified tiles as per Owners' choice (maximum upto Rs.55/- per Square Feet)

# EXTERNAL PLUMBING & SANITARY FIXTURES:

All external soil, rain water pipes to be of PVC make (brand) with ISI Marking.

### M.S. RAILING & GRILLS:

M.S. Railings to balcony, stair with wooden handle, windows grills and main gates as per Consultants design. One collapsible entrance for each flat by the Developer's cost.

### WATER SUPPLY:

Separate water supply line for each flat connected to main distribution line from overhead tank by Kolkata Municipal Corporation. Each flat stop cock including one supply line at verandah /balcony for the use of washing machine.

## ELECTRIFICATION:

As per Consultants choice. Make of wire switch /plug.

# INTERNAL WALL FINISH:

All internal walls to be finished with putty.

## EXTERNAL WALL FINISH:

All external walls to be finished with weather coat paint on putty finishing.

# TELEPHONE & TELEVISION POINTS IN LIVING ROOM:

Telephone and T.V.(Cable) plug points will be provided in living and bed room, A.C. point in two bed rooms.

### FOUNDATION

At the time of foundation, pesticides must be use twice.

### DOORS:

All door frames shall be of good quality dermite prove Sal Wood, Door Shutters shall be water proof solid flash door with all fittings, acrylic doors shall be provided in toilet.

The Developer shall pay and bear all costs for obtaining separate electricity meter from CESC in their respective units in Owners' name of the proposed new

building and also pay and bear proportionate cost and expenses for common electric meter.

LIFT & ROOF RIGHT - All the 6 (six) Flat Owners must have the equal right to access the roof top/lift and roof top can not be used /sold for any other activities without unanimous consent by the existing 6 (Six) flat Owners.

C.C.T.V. & INTERCOM -Intercom facilities to be provided by the Developer in the proposed new building.

CARE TAKER - One care taker room with toilet to be provided at the ground floor at Developer's cost with necessary electrical and water supply installation.

## THE THIRD SCHEDULE ABOVE REFERRED TO

(Common areas and Facilities)

## AREAS:

a) Entrance and exist to the said proposed new building. Save and except car parking spaces.

- b) Boundary walls and main gate of the said proposed new building.
  - c) Staircase and staircase lobbies on all the floors.
  - d) Entrance lobby.
  - e) Common installations on the roof.
  - f) Roof and/or terrace above the top floor of the said proposed new building.

# WATER, PLUMBING AND DRAINAGE:

- a) Drainage and sewerage lines and other installations for the same (except only those as are those to be installed within the exclusive area of any flat and/or exclusively for its use).
- b) Water supply system including water pump.
- c) Water pump, underground and overhead water reservoir together with all common plumbing

installations for carriage of water (save only those as are to be within the exclusive area of any flat and/or exclusively for its use).

### 3. ELECTRICAL INSTALLATIONS:

- a) Electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any flat and/or exclusively for its use).
- b) Lighting of the common portions.

LIFT.

# THE FOURTH SCHEDULE ABOVE REFERRED TO (PART - I i.e. Owners' allocation)

ALL THAT 2 (Two) flats one on the first floor front side and one on the second floor front side each measuring 772 Square Feet more or less (to be allocated to the Owners No. 1 to 3 jointly) and also entitled to 30 Square Feet from the Developer for which

Developer shall pay a sum of Rs.6,000/-@per Square Feet at the time of handing over Owners allocation to the Owner No.1 to 3 by the Developer at 35, Purna Chandra Mitra Lane, Kolkata - 700033, Post Office -Tollygunge, Police Station- Charu Market of the proposed new building and also shall mean and include ALL THAT 2 (Two) flats (facing back side) each measuring 644 Square Feet more or less one on the first floor and one on the second floor both back side (to be allocated to the Owners No.4 & 5) subject to payment of by the Owners No.4 & 5 to the Developer for additional 440 Square Feet @ Rs6,000/- per Square Feet and Owners No.4 & 5 shall pay the aforesaid sum on or before completion of the proposed new building alongwith undivided proportionate share or interest in land of the undivided premises alongwith amalgamated proportionate share in the common areas and the Owners herein will get jointly 57% share or interest in the covered car parking space of the proposed new building to be demarcated by the Developer as per Owners' preference for allocation at the time of handing over Owners' allocation to the Owners and the Developer will get balance 43% share or interest in the car parking space of the proposed new building. Maximum six Nos. medium size cars will be accommodated. It is pertinent to mentioned here that any extra FAR is to be sanctioned by the Kolkata Municipal Corporation on the Ground Floor Owners will get jointly 57% share or interest minus construction cost and the Developer will get 43% share or interest of such extra FAR if sanctioned to be constructed and completed as per technical specification mentioned in the SECOND SCHEDULE hereinabove written together with undivided proportionate share or interest in land of the said property along with undivided proportionate share in the common areas i.e. main gates, lobby, stair case lobbies, stair, lift under and overhead water reservoir, septic tank, electrical and plumbing installations, etc.

# PART - II (Developer's allocation)

ALL THAT one self contained flat of 644 Square Feet on the rear side orientation Northern on the Third Floor and one self contained flat of 772 Square Feet on the Third Floor front side and remaining 43% share in the covered car parking spaces orientation East on the Ground Floor of the proposed new Building to be constructed and completed as per technical specification mentioned in the SECOND SCHEDULE hereinabove written together with undivided proportionate share or interest in land of the said property along with undivided proportionate share in the common areas i.e. main gates, lobby, stair case lobbies, stair, lift under and overhead water reservoir, septic tank, electrical and plumbing installations, etc..

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

## SIGNED, SEALED & DELIVERED

by the Parties at Kolkata in the presence of

WITNESSES :-

SUMIT KUHER GHOSH 15tites RS can Kol- Foroll

Sougasew rungin

2 and Dowl

SIGNATURE OF THE OWNERS
PKS CONCLAVE PVT LTD

Director

SIGNATURE OF THE DEVELOPER

Drafted by me:-

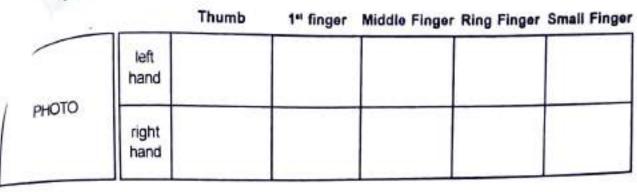
Advocate

Alipore Judges' Court Kolkata - 700 027

Computer Print by:

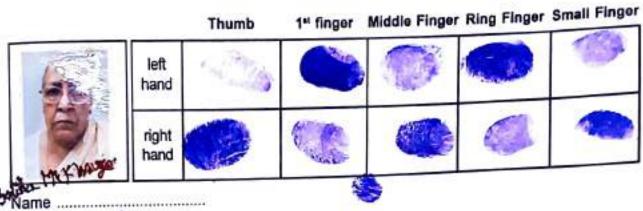
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Alipore Judges' Court Kolkata - 700 027

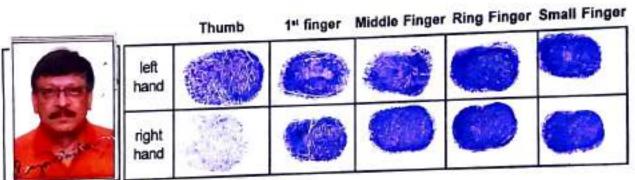


Name .....

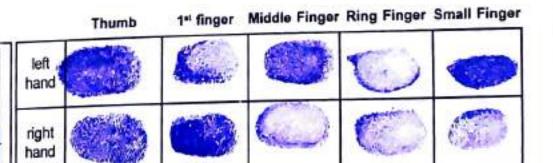
Signature .....



Signature Solita Makhaylee



Name SWAYAMAHUNATH MUKHER JEE Signature Surgan Physical Line

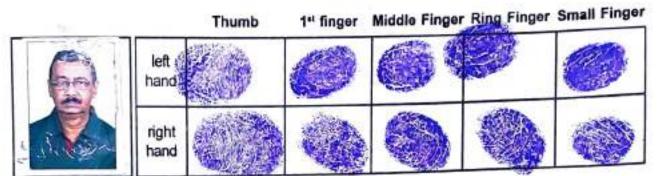


Name KASHI NATH MUKHERJEE
Signature Mukherjee

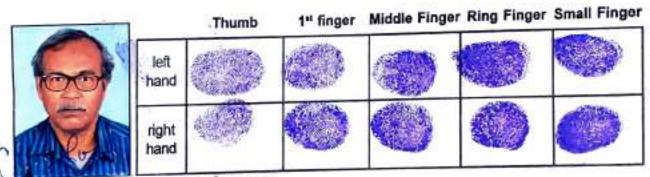
	,	,	Thumb	1 <sup>st</sup> finger	Middle Finger	Ring Finger	Small Finger
,		left hand					
	рното	right hand					

Name .....

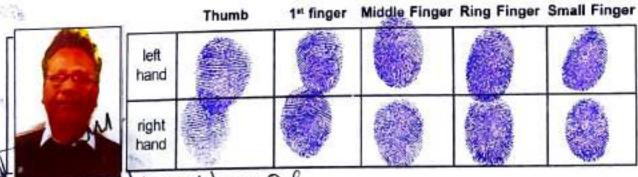
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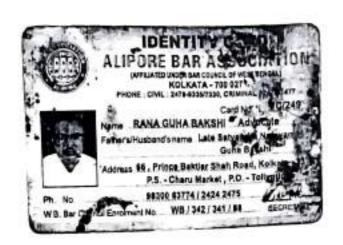


Name SUNIT GHOSH Signature இしよ



Name AMIT KUMAR GHOSH Signature Chinghosh





Anghillan .

### Major Information of the Deed

Deed No :	I-1603-19176/2022	Date of Registration	14/12/2022		
uery No / Year 1603-2003442369/2022		Office where deed is registered			
Query Date			PARGANAS, District:		
Applicant Name, Address  Rana Guhabakshi Alipore Judges Court, Thana: - 700027, Mobile No.: 98300		oore, District : South 24-Pargar 74, Status :Advocate	nas, WEST BENGAL, PIN		
Transaction		Additional Transaction			
[0110] Sale, Development A	Agreement or Construction	[4308] Other than Immovable Property, Agreeme [No of Agreement : 2]			
Set Forth value	PER CONTRACTOR OF THE PERSON	Market Value			
Rs. 3/-		Rs. 1,04,80,876/-			
Stampduty Paid(SD)	CONTRACTOR OF THE PARTY OF THE	Registration Fee Paid			
Rs. 20,020/- (Article:48(g))		Rs. 53/- (Article:E, E)			
Remarks Received Rs. 50/- ( FIFTY only area)		from the applicant for issuing t	he assement slip.(Urban		

### Land Details:

District: South 24-Parganas, P.S:- Charu Market, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Purna Ch Mitra Lane, , Premises No: 35, , Ward No: 089 Pin Code : 700033

Sch	Plot Number	Khatian	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
No L1	(RS:-)	Mulliber	Bastu		3 Katha 5 Chatak 17 Sq Ft	1/-	85,57,126/-	Width of Approach Road: 22 Ft.,
	Grand	Total:			5.5046Dec	1/-	85,57,126 /-	

#### Structure Details

Struc	ture Details .			NAMES OF TAXABLE PARTY OF TAXABLE PARTY.	Other Details
Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (in Rs.)	Other Details
102/07/19	On Land L1	3000 Sq Ft.	2/-	19,23,750/-	Structure Type: Structure
S1	Off Land L	2000 04 1 11	-	The second secon	

Gr. Floor, Area of floor: 1600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 15 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1400 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 15 Years, Roof Type: Pucca, Extent of Completion: Complete

200				
Total:	3000 sq ft	2/-	19,23,750 /-	

1	Name	Photo	Finger Print	Signature
Section of the second section of the second	Smt Sobita Mukherjee, (Alias: Sabita Mukherjee) Wife of Late Sundari Mohan Mukherjee Executed by: Self, Date of Execution: 14/12/2022 , Admitted by: Self, Date of Admitted by: 14/12/2022, Place	N. C.		Soluta Makhanjul
	: Office	14/12/2022	14/12/2022	14/12/2022
	35, Purna Chandra Mitra Lan Parganas, West Bengal, India Citizen of: India, PAN No.:: t Executed by: Self, Date of Ex , Admitted by: Self, Date of Ex	pxxxxxx4f, A	edhaar No: 45xxxx 2/2022 /12/2022 ,Place :	-Charu Market, District:-South24- y Caste: Hindu, Occupation: Others xxxx8993, Status :Individual, Office
	Name	Photo	Finger Print	Signature
N S N E E , A	Shri Swayambhu Nath Mukherjee Son of Late Sundari Mohan Mukherjee Executed by: Self, Date of Execution: 14/12/2022 , Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Office			Lyast Mings
		14/12/2022	14/12/2022	
	35, Purna Chandra Mitra Land Parganas, West Bengal, India Citizen of: India, PAN No.:: a Executed by: Self, Date of Ex , Admitted by: Self, Date of A	fxxxxxx4q, Aa	dhaar No: 63xxxxx	Charu Market, District:-South24- iste: Hindu, Occupation: Others, exxx2697, Status :Individual, Office Signature
	Shri Kashi Nath Mukherjee	A 60	98.004	
	Son of Late Sundari Mohan Mukherjee Executed by: Self, Date of Execution: 14/12/2022 , Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Office	N.		Municipa
	. Girles	14/12/0022	14/18/2922	14/12/2022
		Cityt- P.O.	Tollygunge, P.S:-	Charu Market, District:-South24- ste: Hindu, Occupation: Others,

Name	Photo	Finger Print	Signature
Shri Sumit Ghosh Son of Late Amarendra Nath Ghosh Executed by: Self, Date of Execution: 14/12/2022 Admitted by: Self, Date of Admission: 14/12/2022 Office			Shoch
	1412/2012	14/12/2022	ru Market, District:-South24-

35, Purna Chandra Mitra Lane, City:-, P.O:- Tollygunge, P.S:-Charu Market, District:-South24-Parganas, West Bengal, India, PIN:- 700033 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ajxxxxxx0d, Aadhaar No: 53xxxxxxxxx0716, Status :Individual, Executed by: Self, Date of Execution: 14/12/2022

, Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Office

Name	Photo	Finger Print	Signature
Shri Amit Kumar Ghosh Son of Late Amarendra Nath Ghosh Executed by: Self, Date of Execution: 14/12/2022 , Admitted by: Self, Date of Admission: 14/12/2022 ,Place : Office			Aughosh
· onice	1412/2022	14/12/2022	1412/102

35, Purna Chandra Mitra Lane, City:-, P.O:- Tollygunge, P.S:-Charu Market, District:-South24-Parganas, West Bengal, India, PIN:- 700033 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: aixxxxxx3f, Aadhaar No: 49xxxxxxxx2919, Status: Individual, Executed by: Self, Date of Execution: 14/12/2022

, Admitted by: Self, Date of Admission: 14/12/2022 ,Place: Office

#### Developer Details :

SI	
1.0	PKS CONCLAVE PRIVATE LIMITED  29, Indrani Park, City:-, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033, PAN No.:: AAxxxxxx8N,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

### Representative Details:

	Name, Address, Photo, Finger	Photo	Finger Print	Signature
100	Mr Kalyan Kumar Paul (Presentant ) Son of Late Rakhal Chandra Paul Date of Execution - 14/12/2022, , Admitted by: Self, Date of Admission: 14/12/2022, Place of Admission of Execution: Office			( Jan
l		Dec 14 2022 10 50AM	LTI 14/12/2022	14/12/2022

92. Purna Chandra Mitra Lane, City.-, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-parganas, West Bengal, India, PIN:- 700033, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: afxxxxxxx6j, Aadhaar No: 25xxxxxxxx5721 Status: Representative, Representative of: PKS CONCLAVE PRIVATE LIMITED (as Director)

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr Rana Guhabakshi Son of Late S N Guhabakshi Alipore Judges Court, City , P.O:- Alipore, P.S:-Alipore, District:-South 24- Parganas, West Bengal, India, PIN:- 700027			Goglil-Bell.
	14/12/2022	14/12/2022	14/12/2022

Identifier Of Smt Sobita Mukherjee, Shri Swayambhu Nath Mukherjee, Shri Kashi Nath Mukherjee, Shri Sumit Ghosh, Shri Amit Kumar Ghosh, Mr Kalyan Kumar Paul

SI.No	From	
_	From	To. with area (Name-Area)
1	Smt Sobita Mukherjee	PKS CONCLAVE PRIVATE LIMITED-1,10092 Dec
2	Shri Swayambhu Nath Mukherjee	PKS CONCLAVE PRIVATE LIMITED-1.10092 Dec
3	Shri Kashi Nath Mukherjee	PKS CONCLAVE PRIVATE LIMITED-1.10092 Dec
4	Shri Sumit Ghosh	PKS CONCLAVE PRIVATE LIMITED-1.10092 Dec
5	Shri Amit Kumar Ghosh	PKS CONCLAVE PRIVATE LIMITED-1.10092 Dec
Transf	fer of property for S1	
SI.No	From	To. with area (Name-Area)
	Smt Sobita Mukherjee	PKS CONCLAVE PRIVATE LIMITED-600.00000000 Sq Ft
	Shri Swayambhu Nath Mukherjee	PKS CONCLAVE PRIVATE LIMITED-600.00000000 Sq Ft
3	Shri Kashi Nath Mukherjee	PKS CONCLAVE PRIVATE LIMITED-600.00000000 Sq Ft
4	Shri Sumit Ghosh	PKS CONCLAVE PRIVATE LIMITED-600.00000000 Sq Ft
5	Shri Amit Kumar Ghosh	PKS CONCLAVE PRIVATE LIMITED-600.00000000 Sq Ft

## Endorsement For Deed Number: I - 160319176 / 2022

## on 14-12-2022

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

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

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

Presented for registration at 10:38 hrs on 14-12-2022, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Kalvan Kumar Paul ...

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1.04.80.876/-

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

Execution is admitted on 14/12/2022 by 1. Smt Sobita Mukherjee, Alias Sabita Mukherjee, Wife of Late Sundari Mohan Mukherjee, 35, Purna Chandra Mitra Lane, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Others, 2. Shri Swayambhu Nath Mukherjee, Son of Late Sundari Mohan Mukherjee, 35, Purna Chandra Mitra Lane, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Others, 3. Shri Kashi Nath Mukherjee. Son of Late Sundari Mohan Mukherjee, 35, Purna Chandra Mitra Lane, P.O. Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Others, 4. Shri Sumit Ghosh, Son of Late Amarendra Nath Ghosh, 35, Purna Chandra Mitra Lane, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Others, 5. Shri Amit Kumar Ghosh, Son of Late Amarendra Nath Ghosh, 35, Purna Chandra Mitra Lane, P.O: Tollygunge, Thana: Charu Market, , South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Others

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

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

Execution is admitted on 14-12-2022 by Mr Kalyan Kumar Paul, Director, PKS CONCLAVE PRIVATE LIMITED (Public Limited Company), 29, Indrani Park, City:-, P.O:- Tollygunge, P.S:-Charu Market, District:-South 24-Parganas, West Bengal, India, PIN:- 700033

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

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53.00/- ( E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/12/2022 10:39AM with Govt. Ref. No: 192022230213054538 on 13-12-2022, Amount Rs: 21/-, Bank: SBI EPay ( SBIePay), Ref. No. 6176828377327 on 13-12-2022, Head of Account 0030-03-104-001-16

# ayment of Stamp Duty

certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs.

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2640, Amount: Rs.100.00/-, Date of Purchase: 12/12/2022, Vendor name: A K

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/12/2022 10:39AM with Govt. Ref. No: 192022230213054538 on 13-12-2022, Amount Rs: 19,920/-, Bank: SBI EPay ( SBIePay), Ref. No. 6176828377327 on 13-12-2022, Head of Account 0030-02-103-003-02

Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 627622 to 627678 being No 160319176 for the year 2022.



Shan

Digitally signed by Debasish Dhar Date: 2022.12.20 13:52:43 +05:30 Reason: Digital Signing of Deed.

(Debasish Dhar) 2022/12/20 01:52:43 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)