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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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

Adtl Dist Sub-Registrar
 Alipore, South 24 Parganas

03 DEC 2014

Handwritten notes:
 2016
 3/12/14
 1.5

: DEVELOPMENT AGREEMENT :

THIS DEVELOPMENT AGREEMENT is made on this
3rd day of December 2014 (Two Thousand and Fourteen) A. D.

: By and Between :

Contd2



1310
Date: 02/12/2014
Sold to: M/S Pacific Associate
of: 399 Uttar sripur Baral Main Rd
Ruppes: 5000 SONARPUR KOL-86


Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kol-86

1310 Rs 5000 (Rs fine demand only)



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ALIPORE, SOUTH 24 PGS.
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Identify by me
Tapan Sando
Pottar Sando
Sonarpur
KOL-150

(1) **MR. SUSANTA CHATTERJEE**, son of Late Ramendra Nath Chatterjee, by occupation Service, by faith Hindu, an Indian inhabitant, residing at 5/1C, Baishnabghata Road, P.S. Jadavpur, at present Patuli, Kolkata - 700 047, (2) **SMT. SNIGDHA MUKHERJEE (CHATTERJEE)**, wife of Late Durgadas Mukherjee, by occupation Retired, by faith Hindu, an Indian inhabitant, residing at B - 3/39, Kalyani Notified Area, P.O. & P.S. Kalyani, District Nadia, Pin - 741 235, having her (3) **SMT. SWAPNA CHATTERJEE**, wife of Late Kalyan Chatterjee, by occupation Housewife, by faith Hindu, an Indian inhabitant, residing at 5/1C, Baishnabghata Road, P.S. Jadavpur, at present Patuli Kolkata - 700 047, having her; (4) **SMT. KANCHANA CHATTERJEE (PAUL)**, daughter of Late Kalyan Chatterjee, by occupation Housewife, by faith Hindu, an Indian inhabitant, residing at 5/1C, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700 047, having her; and (5) **MR. SOUMEN CHATTERJEE**, son of Late Kalyan Chatterjee, by occupation Service, by faith Hindu, an Indian inhabitant, residing at 5/1C, Baishnabghata Road, P.S. Jadavpur at Present Patuli, Kolkata - 700 047 hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and to include each of their respective heirs, executors, administrators, legal representatives and/ or assigns) of the **ONE PART**.

AND

M/S. PACIFIC ASSOCIATE, a proprietorship firm, having its office at 399, Uttar Sripur, Boral Main Road, P.O. Boral, P.S. Sonarpur, Kolkata - 700 084, **REPRESENTED BY ITS PROPRIETOR SRI. BIJOY GHOSH**, son of Late Lal Mohan Ghosh, by faith Hindu, by occupation Business, residing at C/9, Raj Narayan Park, P.O. Boral, P.S. Sonarpur, Kolkata - 700 154 hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and to include its or his heirs, executors, administrator legal representative successor or successors in office and assigns) of the **OTHER PART**.

WHEREAS:

A Brief recital is hereunder given step by step how the below Schedule -A property has been devolved on the **LAND OWNERS/PRINCIPAL**.

1. One Rajendra Nath Chatterjee along with his two brothers were the joint owners of land measuring about 11 cotthas be the same or a little more or less Together a brick built building standing thereon lying or situates at Mouza Baishnabghata, J.L. No.28, Khatian No. 296, Comprised in Dag No. 89, presently



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identified as (under Ward No. 100 of the Kolkata Municipal Corporation)Premises No.5/1C, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700 047, K.M.C ward No.-100.

2. Said Rajendra Nath Chatterjee purchased a piece of land measuring about 08 (eight) Chitaks lying or situates at Mouza Baishnabghata, J.L. No.28, Khatian No. 253, under Dag No. 93, (presently under Ward No. 100 of Kolkata Municipal Corporation)now identified as premises No.10/1, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700 047from Ms. Umashashi Chatterjee daughter of Mr. Shibapada Chatterjee.
3. Said Rajendra Nath Chatterjee died intestate on November 1960 leaving behind his two sons namely Mr. Rabindra Nath Chatterjee and Mr. Ramendra Nath Chatterjeas his legal heirs or successors in interest as per Hindu Succession **Act'1956** in respect of the movable and immovable properties left by him and left no others hairs having any right or claim into and over the immovable property left by him.
4. The said Rabindra NathChatterjee and Mr. Ramendra Nath Chatterjee after the demise of their father, by virtue of a deed of Partition executed on 18th May 1974 and duly registered before the Office of the District Sub Registrar, Alipore and recorded in Book No.1, Volume No. 91, Pages from 9 to 20 being no. 3192 for the year 1974 partitioned the entire property left by said Rajendranath between themselves for the purpose of better and individual or separate enjoyment of each respective shares of properties.
5. By virtue of the above said Partition Deed, Mr. Ramendra Nath Chatterjee became the Owner of Four Rooms on the Southern side of the building, two covered verandah, one open verandah, Two nos. of privy, one tubewell and one open courtyard which comprised an areas of land 3 (three) Cotthas 2 (two) Chittaks 32 (thirty two) Sq.ft. more or less. Together with the user of common passage, user of common meter room etc. lying or situates at Mouza Baishnabghata, J.L. No.28, Khatian No. 296, under Dag No. 89, presently under Ward No. 100 of the Kolkata Municipal Corporation, being the **K.M.C Premises No.5/1C, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700 047** within the jurisdiction of A.D.S.R, Alipore, South 24 Parganas and also became the owner of land measuring about 08 (eight) Chitaks lying or situates at Mouza Baishnabghata, J.L. No.28, Khatian No. 253, under Dag No. 93, presently under Ward No. 100 of the Kolkata Municipal Corporation, being the **K.M.CPremises No.10/1A, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700 047** under the jurisdiction of A.D.S.R, Alipore, South 24 Parganas, hereinafter referred to as the Entire Property of said Ramendra NathChatterjee now deceased being total areas 3(Three) Cotthas 10(Ten) Chittak 32 Sq.ft.



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6. While enjoying the said entire property said Ramendra Nath Chatterjee died intestate on 18.09.1998 leaving behind several Mrs. Bela Chatterjee as his widow and two sons namely Mr. Kalyan Chatterjee and Mr. Susanta Chatterjee and only daughter Mrs. Snigdha Mukherjee as his only legal heirs and successors and thereafter, Smt. Bela Chatterjee, wife of Late Ramedra Nath Chatterjee who died intestate on 14.06.2004 leaving behind abovementioned two sons and one daughter as her legal heirs.
7. Unfortunately On 31.10.2011 said Kalyan Chatterjee died intestate leaving behind his widow Mrs. Swapna Chatterjee, one son Mr. Suman Chatterjee and one daughter named Mrs. Kanchana Chatterjee as his only legal heirs and successors in respect of his share accrued in the said entire property along with his brother Mr. Susanta Chatterjee and Smt. Snigdha Chatterjee (Mukharjee).
8. The Owners herein are now possessing and enjoying the said entire property which is more fully described in SCHEDULE - A hereunder written and also their names were mutated in the Present record of K.M.C and assessed vide Assessee No.211000302197 under the Kolkata Municipal Corporation.
9. At or before the execution of these presents, the Owners herein have jointly assured and represented to the Developer as follows:
 - a. The Owners are absolute Owners of the said property mentioned in First Schedule below and bears a marketable title in respect thereof and apart from the Owners herein, there are no other Owners and/or any other persons having any type of rights, title interest over the said property who can dare to claim as owner/owners.
 - b. The Owners have been paying all the rates and taxes to the appropriate authorities and shall continue to pay the same till the vacant and peaceful possession of the said property is handed over to the Developer after clearing all dues, unpaid taxes on the land and/or building, if any.
 - c. The Owners are not restrained by any order from any Court in entering into this agreement with the Developer to develop the said property.
 - d. The said property is free from all encumbrances and there is no unregistered Agreement for sale, transfer or development and Memo of Understanding pending with any other person or persons against whole, part or portion of the said property.
 - e. The said property or any part or portion thereof is not affected by notice of requisition and/or acquisition and no case is pending against the said property in any Court of law. And neither effected by urban land ceiling Act nor by any court order of adverse possession and by any dept.
10. The Developer has represented that it is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.



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11. The Owners have decided to develop the Said property and pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said property by constructing the New Building(s) (hereinafter referred to as the **Project**).
12. After numerous meetings and discussions it was agreed by and between the parties hereto that the Owners shall grant, permit and authorize the Developer and that the Developer shall have all the rights, power and authority to develop the said property by constructing buildings thereat at its own costs and expenses.
13. Pursuant to the above and relying on the representations made by the Parties to each other as stated above, the final terms and conditions agreed between the parties herein are being recorded in this Agreement for Development.

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

1. DEFINITIONS:

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

LAND OWNERS-

(1) **MR. SUSANTA CHATTERJEE**, son of Late Ramendra Nath Chatterjee, by occupation Service, by faith Hindu, an Indian inhabitant, residing at 5/1C, Baishnabghata Road, P.S. Jadavpur, at present Patuli, Kolkata - 700 047, (2) **SMT. SNIGDHA MUKHERJEE (CHATTERJEE)**, wife of Late Durgadas Mukherjee, by occupation Retired, by faith Hindu, an Indian inhabitant, residing at B - 3/39, Kalyani Notified Area, P.O. & P.S. Kalyani, District Nadia, Pin - 741 235, (3) **SMT. SWAPNA CHATTERJEE**, wife of Late Kalyan Chatterjee, by occupation Housewife, by faith Hindu, an Indian inhabitant, residing at 5/1C, Baishnabghata Road, P.S. Jadavpur, at present Patuli Kolkata - 700 047, (4) **SMT. KANCHANA CHATTERJEE (PAUL)**, daughter of Late Kalyan Chatterjee, by occupation Housewife, by faith Hindu, an Indian inhabitant, residing at 5/1C, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700 047, and (5) **MR. SOUMEN CHATTERJEE**, son of Late Kalyan Chatterjee, by occupation Service, by faith Hindu, an Indian inhabitant, residing at 5/1C, Baishnabghata Road, P.S. Jadavpur at Present Patuli, Kolkata - 700 047 who are collective beneficial owners of the "A" Scheduled property described below.



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DEVELOPER:-Means "**M/S PACIFIC ASSOCIATES**" represented by its sole proprietor **SRI BIJOY GHOSH** son of Late Lal Mohan Ghosh, a reputed building construction and Development Concern having profound experience and skill to that extent .

ARCHITECT - shall mean such person or persons (having degree/ diploma in Civil Engineering) who may be appointed by the Developer as the Architect for the Project.

ASSOCIATION - shall mean any company incorporated under the Companies Act, 1956 or any registered Association formed under the West Bengal Apartment Ownership Act, 1972 or any Syndicate or a Committee as may be formed by the Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

CAR PARKING SPACE - shall mean all the spaces in the basement or ground floor level, whether open or covered or podium, mechanical or otherwise, of the Project expressed or intended to be reserved for parking of motor cars/scooters.

COMMON AREAS, FACILITIES AND AMENITIES - shall presently mean and to include corridors, hallways, stairways, internal and external passages, passage-ways, pump house, the roof of the building but excluding the signage and other spaces to be reserved by the Developer, overhead water tank, water pump and motor, drive-ways, common lavatories, Generator, transformer, Fire Fighting systems and any other facilities in the Project, which may be decided by the Developer at his absolute discretion and provided by the Developer, and required for establishment, location, enjoyment, provisions, maintenance and/or management of the Project as are mentioned in the **Schedule C** hereunder written.

DEPOSITS/EXTRA CHARGES/TAXES - shall mean the amounts specified in the **Schedule D** hereunder to be deposited/paid by the Purchasers or the Owners to the Developer.

DEVELOPER'S ALLOCATION - shall mean the remaining units after handing over of the Allocation of the Owners in the proposed Newly constructed building specified in **Part I of Schedule B** hereunder written .



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DEVELOPMENT RIGHTS - shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire development rights of the Project on the said Property and shall include (which are not limited to) all inter alia, Acts, deed and things having the right, power, entitlement, authority, sanction and permission to including right of sale in respect to developers Allocated portion.

(a) To allow the Developer free and unobstructed access on to be in the said property and exist also and have vacant and peaceful possession for the purpose of only development thereof in terms of this agreement;

(b) exercise full, free, uninterrupted, exclusive and irrevocable power or right of marketing and /or sale rights in respect of the saleable areas of the Project by way of sale, or any other manner of transfer or creation of third-party rights therein, having exclusive control with respect to the final decision to settle consideration price of the saleable area to be constructed on the said Property and enter into agreements with such Purchasers as it deems fit and on such marketing or sale, to receive the part, full or complete proceeds as per the terms herein and give receipts and hand over ownership, possession, use or occupation of the saleable area and proportionate undivided interest in the land underneath i.e. the said Property;

(c) To carry out the construction after demolition of the existing structures/development of the Project to be in the property in vacant and peaceful condition for the purpose of development thereof, control of peaceful enjoyment of the said Property or any part thereof until the completion of development of the Project and marketing or sale of the saleable area on the said Property and every part thereof for the Developer's allocated portion are law fully and completely sold.

(d) To apply for and obtain from the relevant authorities all Approvals for development and construction of the Project that are required to be obtained by the Developer in terms of this Agreement;

(e) If in the event of making default by the Owners in compliance of their obligations under this Agreement, in that event the Developer shall have absolute discretion, to do all such acts, deeds and things that may be required for the Project or for compliance of the terms in this Agreement;

(f) To appoint, employ or engage architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled)



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or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;

(g) To make payment and or receive and refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the said Property.

(h) To furnished applications to the concerned Governmental Authority or semi-governmental authority in respect of, and carry out, all the infrastructure work, including levelling, water storage facilities, water mains, sewages, stagnant water drains, boundary walls, electrical transformer and all other common areas and facilities for the proposed building to be constructed on the said Property as may be required by any Approval, layout plan, or order of any Governmental Authority or semi-governmental authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for cement, steel and other building materials, if any as the Developer deems fit;

(i) To deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Governmental Authority in relation to the Project necessary for the full, free, uninterrupted and exclusive development of the said Property, by constructing the proposed building on the said Property;

(j) To carry out and comply with all the conditions contained in the Approvals as may be obtained from time to time from the respective authorities.

k) To launch the Project for sale of the units;

(l) To execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or sale of the saleable area to be constructed on the said Property as envisaged herein;

(m) To manage the said Property and the property and facilities / common areas constructed upon the said Land as may be required under the West Bengal Apartment Ownership Act, 1972 or any other Applicable Laws and/or rules made there under and / or to transfer/ assign right to maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the Project;



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(n) To take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Law,

(o) To demarcate the common areas and facilities, and the limited common areas and facilities in the Project at the sole discretion of the Developer, as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the West Bengal Apartment Ownership Act, 1972 with the competent authority;

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

(q) it is further agreed between the parties that by this agreement owners are not transferring within the meaning of Clauses (v) and/or (vi) of sub-section (47) of section 2 of the Income Tax Act, 1961 the said property as defined hereinabove, in favour of the Developer.

MAINTENANCE-IN-CHARGE - shall mean and include such agency or any outside agency to be appointed by the Developer under this Agreement, after completion of the building as certified by the Architect, for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

NEW BUILDING(S) - shall mean the new building(s) in the Project to be constructed, erected and completed in accordance with the Plan on the Said Property.

OWNERS'S ALLOCATION -

ALL that 3 Nos. of newly constructed units / Building as per K.M.C Sanctioned Plan which the OWNERS have been allotted their respective allocations and at the same time approved non adjustable finance as follows:-

1)SRI SUSANTA CHATTERJEE shall be provided or allotted by Developer firm measuring **532Sq.Ft.** built up area (more or less) on the 3rd floor of the proposed building Together with Rs.2,50,000/- (Rupees Two Lac and Fifty Thousand) **Only** nonrefundable money together with impartible proportionate share in the land below along with all common facilities and enjoyment attaching to the



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building and all common easements and quassie easements rights. The said money will be paid after procuring sanctioned building plan from the **K.M.C.**

2)SMT. SNIGDHA MUKHARJEE (CHATTERJEE) has been allotted **532Sq. Ft.** built up area more or less on the second floor of the proposed building together with nonrefundable amount of **Rs.2,50,000/- (Rupees Two Lac and Fifty Thousand) Only** together with impartible proportionate share in the land below allowing with all common facilities and enjoyment attaching to the building and all common easements and quassie easements rights. The said money will be paid after procuring sanctioned building plan from the **K.M.C.**

3) i)SMT. SWAPNA CHATTERJEE ii) MR. SOWMEN CHATTERJEE and iii)SMT. KANCHANA CHATTERJEE (PAUL) have been collectively allotted total area of flat on the Third floor measuring total built up area **532 Sq.Ft.** be the same or a title more or less and nonrefundable amount of **Rs.2,50,000/- (Rupees Two Lac and Fifty Thousand) Only** together with impartible proportionate share in the land below along with all common facilities and enjoyment attaching to the building and all common easements and quassie easements rights. The said money will be paid after procuring sanctioned building plan from the **K.M.C.**

This decision of allocation has finally been accepted by all the aforesaid Owners.

PLAN - shall mean the plan of the building/s to be sanctioned by Kolkata Municipal Corporation or any other sanctioning authority as the case may be Together With all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or approved by the sanctioning authorities.

PROJECT - shall mean the construction, erection and completion of building/buildings with open areas by the developer in terms of this Agreement and the said plan to be sanctioned by the authority of K.M.C.

SAID PROPERTY - shall mean **(a)** All That picce and parcel of the bastu land 3Cottahs2Chitaks 32sq.ft. together with a brick built structure standing thereon described in the **PART I** and **(b)**All That piece and parcel of the danga land 8Chitaksdescribed in the **Schedule A** hereunder written.



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SPECIFICATION - shall mean the specifications for the said Project as mentioned in the **Schedule D** hereunder written subject to the alterations or modifications as may be made by the Developer from time to time.

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

TRANSFeree/PURCHASER - according to the context shall mean all the prospective or actual Purchasers who would agree to acquire or shall have acquired any Unit in the Project and for all unsold Unit and/or Units.

2. **INTERPRETATION:**

In this agreement save and except as otherwise expressly provided -

- i) all words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) the division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) when calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.
- iv) all references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) the words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any Act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, by-laws, terms or direction any time issued under it.
- vii) Any reference to any agreement, contract, plan, deed or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented or no vated.



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3. **COMMENCEMENT:**

- 3.1 This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution, mentioned above (commencement date) and this Agreement shall remain valid and/or in force till all obligations of the both Parties towards each other stand fulfilled and performed and also both parties allocated portions are distributed in habitable conditions and particularly the Developers' allocated portions are commercially exploited.

4. **STEPS FOR DEVELOPMENT OF THE SAID PROPERTY:**

- 4.1 The Parties have mutually decided the scope of the Project, that is, the development of the Said Property by construction of the New Building/Project thereon, and commercial exploitation of the Developer's allocated portion thereof. The Developer shall at its sole discretion construct or cause to be constructed the New Building/Project.
- 4.2 By virtue of these presents, the Owners do and each of them doth hereby grant all the Development Rights and the Developer is irrevocably authorized to build upon and exploit its allocated portions commercially of the Said Property by (1) constructing the New Building(s)/Project, (2) dealing with the spaces in the New Building(s) together with transfer of the undivided proportionate and impartible share in the Land in favour of the Purchasers/intending purchasers.
- 4.3 The Developer shall develop the Said Property on a Fixed offer basis, i.e. the owners in contribution their land or entire premises without any consideration of cash or kind and also in consideration of the Owners granting and assigning the development rights of the Said Property the Developer shall handover the 3 Landowners/ Principals total 3(Three) Flats/ Units against might be mutually done against their respective shares, subject to such deductions/arrangement might be mutually done against payment of cash if any. In other words the Developer shall be entitled to remaining Area generated out of the project.
- 4.4 The Developer shall be entitled to develop the Property which is situated in **PART I** of the **Schedule-A** and **PART II** of the **Schedule-B** separately or jointly at its sole discretion. In the event the Developer deciding to amalgamate the said property with the other property, in such event the Owners shall be obliged to sign and execute such deeds or documents or applications as the Developer may desire for the purpose of amalgamating the two properties.



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- 4.5 The development power and rights granted herein includes the exclusive right, authority and authorization to the Developer as follows:-
- a. To amalgamate with the adjacent property for the purpose of development;
 - b. To hold, occupy, enter upon and use the said property for the purposes of development of the said property by constructing building thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate;
 - c. To appoint reputed contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various facilities;
 - d. To establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities;
 - e. carry out such other activities incidental to the foregoing or proper or desirable for the safe, efficient and economic implementation and operations of the proposed development.
- It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Developer herein, the Developer shall not impose any liability on the Owners and shall keep the Owners safe, harmless and indemnified against all liabilities, saved from civil or criminal suits and all costs, charges and expenses arising therefrom.
- 4.6 The parties shall jointly have the right to surve the said Property surveyed to ascertain the area and boundary.
- 4.7 The Parties agree that the Developer shall be entitled to the full exploitation of the entire FAR including any additional FAR that may become available on the said property and/or FAR that may be sanctioned and permitted by the sanctioning Authorities for the said Property.
- 4.8 The Developer shall at its own costs and expenses prepare the Plan for the New Building(s) in the project. The Developer shall have exclusive right to prepare



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building plan and submit the same to get sanction the same by Kolkata Municipal Corporation or from any other sanctioning authority in the names of the Owners at its cost and expenses and shall make its best endeavor to have it sanctioned at the earliest.

4.9 All permissions, approvals, sanctions, modification, no-objections and other statutory formalities for sanctioning said building plan made by the Developer but the owners shall must execute all necessary deeds and documents as required time to time for the same and put their signature where needful.

4.10 for such sanction and construction all Acts, deed and thing to be executed as and when require for the Developer by the Owner without any objection and within 7 days of the request being made and the documents being made available to the Owners. In addition to the aforesaid, the Owners shall simultaneously herewith sign, execute and register a General Power of Attorney authorizing the Developer or its officers to do, act and perform all or any of the obligations of the Owners mentioned above for said development of land or the said Project.

4.11 In course of construction of the development of the said Property by the Developer herein and the Developer having undertaken the construction of the New Building(s) as per agreed specification, the Owners agree to transfer the proportionate, undivided and impartible share in the Said Land in favour of the Purchasers/intending purchasers of flats/salable area in the New Building(s)/Project either of their own independently or through their the Developer on the strength of Development power of Attorney / General power of attorney as well in connection with their respective allocations.

5. CONSTRUCTION AND COMMERCIAL EXPLOITATION OF NEW BUILDING:

5.1 The Developer shall at its own costs demolish the existing structure(s) the said property or premises and remove all the building materials/debris to have the premises in vacant condition in vited to construct new building thereon, however the Owners shall not raise any objection claim or demand to the building materials/debris arising out of the demolition and the Developer shall commercially exploit the same with its own discretion.



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- 5.2 The Developer shall at its discretion and at its costs and expenses arrange for obtaining amalgamation of the said Property with the adjacent property and if so decided, shall make its best endeavor to have it done at the earliest.
- 5.3 The Owners hereby authorize the Developer to appoint the Architects and other consultants to complete the Project. All costs charges and expenses in this regard including professional fees and supervision charges shall be discharged and paid by the Developer and in this regard the Owners shall have no liability or responsibility.
- 5.4 The Developer shall, at its own costs and expenses and without creating any financial or other liability (save and except agreed hereunder) on the Owners allocation, construct, erect and complete or cause to be constructed, erected and completed the New Building(s) in pursuant to the final plans be sanctioned by sanctioning authorities and as per the specifications mentioned in the **Schedule-D** hereunder and/or as be recommended by the Architects from time to time (collective **Specifications**). The decision of the Architects regarding measurement of area constructed and all aspects of construction including the quality of materials shall be final and binding on the Parties.
- 5.5 The Developer shall at its own costs install and erect in the New Building(s), pump, water storage tanks, overhead reservoirs, water and sewerage connection and all other necessary amenities.
- 5.6 The Developer shall be authorized in the names of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage including purchasing from market all kinds of building materials.
- 5.7 The project shall be completed by the Developer within 36 (Thirty Six) months from the date of sanction of plan and/or obtaining all other permissions required for commencement of construction and/or handing over the vacant possession of the premises, whichever is later with a grace period of six months both subject to force majeure.
- 5.8 The OWNER of this agreement for the interest and benefit of the proposed constructor shall have to execute a Deed of amalgamation and get the same get registered in respective registration office or in other process of law to the adjacent premises arriving at a mutual discussion with the Owner of the amalgamated plot.



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6. POWERS AND AUTHORITIES:

6.1 The Owners hereby agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the rights and authorities granted as aforesaid.

6.2 Notwithstanding anything contained above, the Owners shall grant to the Developer and/or its nominees a registered General Power of Attorney for the purpose of doing all acts required for the Project simultaneously on execution of this Agreement and the costs on account thereof shall be borne by the Developer.

6.3 Notwithstanding grant of the aforesaid Development /General Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the Said Property within 7 days of the request being made and the documents being made available to the Owners together with necessary documents and C.C.

7. DEPOSITS AND FINANCIALS:

The Developer shall bear the cost of the rental accommodation per month from date of handing over the owner peace full vacant possession in the property to developer under the following manner.

1. Susanta Chatterjee – Rs. 5,000/- (Rupees Five Thousand) only per month
2. Smt. Snigdha Mukherjee (Chatterjee)- Rs.6,000/- (Rupees Six Thousand) Only per Month.
3. a) Smt. Swapna Chatterjee
b) Smt. Kanchana Chatterjee (Paul)
c) Mr. Soumen Chatterjee
collectively will be paid Rs.8,500/- (Rupees Eight Thousand Five Hundred) Only per month.

8. DEALING WITH SPACES IN THE NEW BUILDING(S) :

8.1 Upon sanction of plan in respect of the Project, the bookings for the project shall be started by the Developer and the marketing agent to be appointed by the Developer. The rate at which booking of flat in the Project shall be made or shall be decided from time to time by the Developer.



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- 8.2 Immediately upon sanction of the plan for the Project, the Developer shall open a separate current account with any Bank to be decided and operated by the Developers decision. If the said Property is separately developed, then the said account would remain dedicated for the Project. In the event the Developer decides to develop the said property after being amalgamated with the other property, then there would be only one account for the entire project.
- 8.3 The entire project would be sold by the Developer through the marketing agent to be appointed by the Developer or party by his own endeavor .
- 8.4 The marketing commission/brokerage regarding sale and marketing of the project shall be paid, borne and discharged by the Developer. All advertisement or other costs shall be paid by the Developer and the Owners shall not have any liability in this regard.
- 8.5 The Developer and Owners shall execute and register with the appropriate registering authorities Deeds of Conveyance or other document for transferring any saleable space in the New Buildings as aforesaid in such part or parts as deemed fit unto and in favour of the intending purchaser /Purchasers as and when called upon to do so without charging any additional consideration whatsoever and the cost for stamp duty and registration charges in respect thereof shall be borne by the intending purchasers/Purchasers as the case may be.

9. **MUNICIPAL TAXES AND OUTGOINGS :**

- 9.1 All Municipal rates and taxes or land revenue and outgoings on the Said property relating to the period prior to the handing over possession to the Developer shall be borne, paid and discharged by the Owners and such dues shall be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.

9.2 As from the date of receiving the vacant and peaceful possession of the said property from the Owners, the Developer shall pay the property taxes in respect of the Said property till such time the New Buildings are ready for occupation, after which, the respective Purchasers or nominees shall become liable and responsible for payment of property taxes and all other outgoings (collectively Rates) in respect of the flats/ saleable spaces acquired by the prospective purchaser.



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10. POST COMPLETION MAINTENANCE:

- 10.1 The Developer shall not be responsible for the management, maintenance and administration to deal with any or function of the New Buildings or at its discretion may appoint an agency or person or persons to do the same.
- 10.2 The Agency or person or persons to be appointed as per clause 10.1 shall manage and maintain the Common Portions and services of the New Buildings and shall collect the costs and service charge therefor (Maintenance Charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Buildings, land tax, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments and the Purchasers of the flats of the newly constructed building shall bear cost of the maintenance in equal shares.

11. OBLIGATIONS OF THE DEVELOPER:

- 11.1 Execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and the Developer shall utilize the permissible FAR.
- 11.2 The Developer shall be responsible for planning, designing development and construction of the New Buildings with the help of professional bodies, contractors, etc.
- 11.3 The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default same and except force - Majeure or any other disaster take place
- 11.4 The Developer shall construct the New Buildings at its own cost and responsibility. The Developer shall alone be responsible to all the labour, staff and employees engaged by it and shall alone be liable for any accident, loss of life, loss or for any claim arising from such construction and shall indemnify Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.



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11.5 The costs of marketing and publicity/advertisement campaigns shall be paid, discharged and borne by the Developer. The marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.

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

12. **OBLIGATIONS OF THE OWNERS:**

12.1 The Owners shall make out a fair marketable title to the said property at their own costs and expenses and shall answer all the requisitions in respect thereof.

12.2 The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said property by constructing residential/retail building.

12.3 The Owners shall provide the Developer with any and all necessary documentation and information relating to the Said property as may be required by the Developer from time to time.

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

12.5 The Owners hereby covenant not to cause any interference or hindrance in course of construction of the New Buildings.

12.6 The Owners hereby agree and covenant with the Developer not to do any act deed or thing whereby the Developer is prevented from developing, constructing, completing, selling, assigning and/or disposing of any part or portion of the constructed area or saleable area.

13. **INDEMNITY:**

13.1 The Developer shall indemnify and keep the Owners saved, harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the



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Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

13.2 The Owners shall indemnify and keep the Developer saved, harmless and indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the Project including marketing thereof for any successful claim by any third party for any defect in title of the Said property.

14. **MISCELLANEOUS:**

14.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.

14.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

14.3 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the any of the Parties constitute an association of persons.

14.4 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

14.5 The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

14.6 The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Developer's allocation. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, claims, demands, costs, charges and expenses in respect of the Owners' Allocation.

14.7 The name of the project shall be decided by the Developer. The Developer shall be entitled to prefix its brand name to the project.



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15. **DEFAULTS:**

15.1 The following shall be the events of default :-

- a) If the Owners fail to comply with any other obligation contained herein.
- b) If the Developer fails to construct, erect and complete the Project within the time and in the manner contained herein.
- c) If the Developer fails to comply with any other obligations contained herein.

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

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

15.4 In case of the default continues for a period of thirty (30) days and fails to show adequate reason thereof in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party.

15.5 If the default still continues, the parties shall be entitled to refer the same to arbitration to compel the other party to comply with its obligations and shall be entitled to claim costs, and damages from the party in default.

16. **FORCE MAJEURE:**

16.1 Force Majeure shall mean and include an event preventing the Developer from performing any or all of its obligations under this agreement, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Developer so prevented and does not arise out of any breach by it of any of its obligations under this agreement, including, without limitation, flood, fire, explosion, earthquake, subsidence, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions (including failure to obtain any necessary permission or sanction for reasons outside the control of the Developer) or any Government or Court orders.



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16.2 If the Developer is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, the Developer shall forthwith serve notice in writing to the Owners specifying the nature and extent of the circumstances giving rise to the event/s of Force Majeure and shall, subject to serve of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for the Developer, using all reasonable endeavors, to recommence its affected operations in order for it to perform its obligations.

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

17. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement between the Parties made herein with the full satisfaction and sign, executed gladly without any instigation from any corner, as such, none of the parties can revoke or cancel these presents without the consent of other party.

18. **AMENDMENT/MODIFICATION:**

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

19. **NOTICE:**

19.1 Any notice or other written communication given under, or in connection with, this Agreement may be delivered personally, or sent by prepaid recorded delivery, or by facsimile transmission or registered post with acknowledgement due or through Indian postal department or courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). So far as the Owners are concerned the notice should only be given to the first Owner.

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

19.2.1 If delivered personally, at the time of delivery.



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19.2.2 If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.

19.2.3 If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

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

20. SPECIFIC PERFORMANCE:

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

21. ARBITRATION:

The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach to a just and equitable settlement satisfactory to both Parties. If the Parties fail settle the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English and Courts in Kolkata would only have the jurisdiction.

THE SCHEDULE A ABOVE REFERRED TO:

(SAID ENTIRE PROPERTY)

PART I

ALL THAT piece and parcel of danga land measuring about 3 (three) Cotthas 2 (two) Chittaks 32 (thirty two) Sq.ft. be the same more or less together with the



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user of common passage, user of common meter room on the land lying and situate at Mouza Baishnabghata, J.L. No.28, Khatian No. 296, under Dag No. 89, presently under Ward No. 100 of Kolkata Municipal Corporation, Assessee No. 211000302197 being the Premises No.5/1C, Baishnabghata Road.P.S. Jadavpur, Kolkata - 700 047 under the jurisdiction of A.D.S.R, Alipore, South 24 Parganas butted bounded by:

On the North: 12' Common Passage (Private Passage)

On the South: Appart. From Partly sold 4' wide common Passage (As Per Partition Plan)

On the East: Boundary Wall and Common Passage

On the West: House of Nilratan Roy Chowdhury ,10, Baishnabghata Road .

PART II

ALL THAT piece and parcel of land measuring about 08 (eight) Chitaks lying and situate at Mouza Baishnabghata, J.L. No.28, Khatian No. 253, under Dag No. 93, presently under Ward No. 100 of Kolkata Municipal Corporation, being the Assessee No. 21-100-03-0025-5 being the Premises No.10/1A, Baishnabghata Road, P.S. Jadavpur, Kolkata - 700 047 under the jurisdiction of A.D.S.R, Alipore, South 24 Parganas.

BUTTED AND BOUNDED BY:(As Per Partition Deed)

On the North: 6' Common Passage .

On the South: Land of Ramendra Chatterjee.

On the East: 3'-2" wide Common Passage and to the East Boundary to East-West Parallel Line.

On the West: Land of Nilratan Roy Chowdhury, 10, Baishnabghata Road

Total Land Part-I & Part-II is 03(Three) Cottas 10(Ten) Chittak 32 (Thirty Two) Sq.Ft.

Be it mentioned here that the aforesaid two separate premises are owned by the sameowners , the party of the FIRST PART and it is also partient to mention here that the entire property or other adjacent landed property for the interest of the Development shall be amalgamated by way of legal process.

THE SCHEDULE B ABOVE REFERRED TO:

PART I

(DEVELOPER's ALLOCATIONS)

ALL THAT remaining all constructed areas/Unitsin the newly constructed building on the land mentioned in Schedule "A" according to the Plan



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Sanctioned by the Kolkata Municipal Corporation shall be treated as Developer's allocation save and except common areas, common passage.

PART II
(OWNERS ALLOCATION)

ALL THAT 3 Nos. of newly constructed units / Building as per K.M.C Sanctioned Plan the OWNERS have been allotted their respective allocations and at the same time approved non adjustable finance as follows:-

1) **SRI SUSANTA CHATTERJEE** shall be delivered **532Sq.Ft.** built up area (more or less) to the 3rd floor of the proposed building together with **Rs.2,50,000/- (Rupees Two Lac and Fifty Thousand) Only** nonrefundable money together with impartible proportionate share in the land below all common facilities and enjoyment attaching to the building and all common easements and quassie easements. The said money will be paid after procuring sanctioned building plan from the **K.M.C.**

2) **SMT. SNIGDHA MUKHARJEE (CHATTERJEE)** has been allotted **532Sq. Ft.** built up area more or less on the Second floor of the proposed building together with nonrefundable amount of **Rs.2,50,000/- (Rupees Two Lac and Fifty Thousand) Only** together with impartible proportionate share in the land below all common facilities and enjoyment attaching to the building and all common easements and quassie easements. The said money will be paid after procuring sanctioned building plan from the **K.M.C.**

3) i) **SMT. SWAPNA CHATTERJEE** ii) **MR. SOWMEN CHATTERJEE** and iii) **SMT. KANCHANA CHATTERJEE (PAUL)** have been collectively allotted total area of flat on the Third floor measuring total built up area **532Sq.Ft.** be the same or a title more or less and nonrefundable amount of **Rs.2,50,000/- (Rupees Two Lac and Fifty Thousand) Only** together with impartible proportionate share in the land below all common facilities and enjoyment attaching to the building and all common easements and quassie easements. The said money will be paid after procuring sanctioned building plan from the **K.M.C.**

This decision of allocation is final and accepted by all the aforesaid Owners.

THE SCHEDULE C ABOVE REFERRED TO :
COMMON AREAS, FACILITIES AND AMENITIES

1. The foundation, columns, shear walls, beams, support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.

Sri Gollamudi



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3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
5. The durwans & maintenance staff rest room with electrical wiring switches and points fittings and fixtures.
6. Boundary walls including outer side of the walls of the new building Project and main gates.
7. Water pump and motor with installation and room therefore.
8. Water pump overhead tanks and underground water reservoirs, water pipes, water treatment unit, sewage treatment plant and other common plumbing installations and spaces required thereto.
9. Electrical wiring meters, common DB, electrical panels, fittings and fixtures for lighting the staircase lobby and other common areas, street, landscape area (excluding those as are installed for any particular Unit) and spaces required therefore.
10. Windows/doors/grills and other fittings of the common area of the premises.
11. Lifts and their accessories installations and spaces required therefor.
12. Certain areas shall be earmarked as Excluded and Reserved areas and shall not be open for common use such as (I) the top roof of the building including the roof of the overhead water tanks and lift machine rooms, the parapet walls of and all constructions on the top roof, (II) the Parking spaces of the building, (III) the elevation and the exterior of the building, and (IV) Such other open and covered spaces which are herein expressed.

THE SCHEDULE D ABOVE REFERRED TO :

DEPOSITS/EXTRA CHARGES/TAXES

- **Common Expenses/Maintenance Charges/Deposits:** proportionate share of the common expenses/maintenance charges as may be levied.
-
- **Transformer and allied installation:** Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipment's.
- Formation of Association/Holding Organization
- **Taxes:** deposits towards Municipal rates and taxes, etc.
- Service Tax, Works Contract Tax, Value Added Tax or any other tax and imposition levied by the State Government, Central Government or any other authority or body payable on the transfer of the share out of unsold salable spaces by the Developer to the Owners shall be paid by the Owners.



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- **Electricity Meter:** Security deposit and all other billed charges of the supply agency for providing electricity meter to the Said Project, at actual.

THE SCHEDULE E ABOVE REFERRED TO :
(SPECIFICATIONS)

BRICK WALL :-All exterior brick-work shall be 8 inch. Thick with brick of approved quality in C.M.(1:4)

FLOOR FINISH:-

1. All rooms , kitchen, veranda and staircase will be made Marble / Floor-Tiles with 6 inch skirting . Toilet floor shall be provided with pink marble finish.
2. 1.5mt. high white glazed tile dado will be provided over cooking platform in kitchen.
3. In toilets one commode, W.C and one Indian type water close with low down cistern, main toilet wall will be finished with glazed tiles upto 6 feet height from floor level and floor shall Pink Marble, one shower , one hot and cold water line in the bath.

PLASTER WORK:- Average the outside of the Building will have plaster 3/4" thick (1:5) (average) with sand cement mix whereas the inside plaster will be 1/2" thick (1:5) cement mortar except ceiling with 1:4 cement moter with required treatment.

WHITE WASH & COLOUR WASH:- The building shall be painted externally with weather Coat the inside of the building shall have plaster of paris / common areas painted and door / window / grill shall two coats synthetic enamel paints.

DOORS AND WINDOWS

1.Main Entrance Door:-

- A. Domestic flush door, outside with wood ply in good quality.
- B. Wooden frame as approved by the Architect / Engineer.
- C. 8' long lower bolt from inside.
- D. Telescopic peephole.



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E. Electric bell.

F. Brass handle from outside and inside.

2. Other doors:-

A. Domestic flush door.

B. Sal wood frame as per the design of the Architect / Engineer.

C. Aluminum tower bolt 6" long from inside.

D. Good quality lock with handle for doors of bed room only.

E. Toilets shall be provided with P.V.C door with P.V.C frame.

3. Windows:-

A. Aluminum frames with sliding shutter.

B. All windows shall have frosted glass.

C. The windows of toilets shall have translucent glass.

D. 4" Aluminum tower bolt will be provided to the shutters of the windows.

TOILETS AND KITCHEN:

1. One bath and W.C

(a). One Indian / Western type W.C . (b). Shower (c) One Wash basin. (d) One Hot Water/ Cold Water tap

2. Kitchen- One kitchen with sink and tap.

STAIRCASE: 1. Staircase room will be provided with R.C.C jailli for light and ventilation as designed or as instructed by the Architect and 2. Cabin for Electricity Meters.

ROOF: i) 1:4 (average) thick line latticing will be provided over roof slab.

ii) 3' high parapet wall will be provided all around the roof slab.



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iii) Suitable P.V.C rain water pipe for proper drainage all water from roof.

Lift: Five Passenger Carrying capability Lift installed by any Reputed Company.

ELECTRICAL INSTALLATION:

A) Bed room Wiring:

(1) One Single Bracket point.(2) One Night lamp point.(3) One Ceiling fan point. (4) One Fluorescent tube point. (5) One 5 amp. 5 pin plug point with controlling switch on switch board and (6) One A.C Point in one Bed Room only.

B) Dining And Drawing Wiring :

(1) Two Single bracket light point. (2) One Fluorescent tube point. (3) One Ceiling fan point. (4) One 5 amp. 3 pin T.V. plug point. (5) One 5 amp. 2 pin telephone plug point (Without wire i.e. laying only) (6) Two 5 amp. 5 pin plug point with controlling switch on switch board. (7) One Single bracket light point for verandah. (8) One call bell point and (9) One 15 amp. 6 pin plug point for freeze (No.)

C) Kitchen Wiring:

(1) One Ceiling light point. (2) One Exhaust fan point and (3) One 15 amp. 6pin plug point.

D) Toilet Wiring:

(1) One Light point and (2) One 15 amp. 6 pin plug point for geyser.

Switch board should be **synthetic finish** with good quality **Switch** and wire. Each flat should be provided with **Individual main switch**.

COMMON ELETRIC INSTALLATION : (1) Security lights. (2) Roof Light (3) Common stair and (4) Pump room.

No fixtures such as Fan , bulb, Regulator will be supplied by the Developer / Vendor.

WATER SUPPLY:

- 1) R.C.C over head reservoir will be provided at top of the building .
- 2) Suitable electric pump with motor will be installed at ground floor to deliver water to over head reservoir from K.M.C water supply at underground reservoir.

COMPOUND:

- 1) Compound will be provided with wall around wherever required.



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2) One M.S Grill made entrance Gate will be provided.

STNITARY AND PLUMBING:- Each flat would be provided with only one white colour wash basin of matching size, Concealed pipe line with heavy density P.V.C pipe fittings.

BASIN / PAN : White colour (Hindustan / Nyeer or any renowned company).

CESC Main Electric Meter:-

Installation cost of main meter of the building will be borne by Developer.

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

Witness.

1. Susanti Chatterjee
PAN- AYDPC 4131F

2. Srijalla Mukherjee
PAN- AEYPM 7039P

3. Swapno Chatterjee
PAN- AQEPC 6759J

4. Karachona Chatterjee Paul
PAN- AMPPC 7125C

5. Soumen Chatterjee
PAN- ADSPC 2466M

Signature of the first party

1. Anindita Chatterjee
5/1C, Banishrabghata Road,
Kolkata - 700047.

PACIFIC ASSOCIATE

Proprietor

PAN- ADYPC 4183B

Signature of the Second Party

2. Papar Chakraborty
Boxed
not-154

DRAFTED BY:-

Arnab Mandal
Adv.

ARNAB MANDAL
ADVOCATE
ALIPORE JUDGES' COURT
KOLKATA-27



PROPERTY ASSOCIATE

Proprietor

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
03 DEC 2014
Signature.....

ADARSH MANSION
ADVOCATE
MADRAS JUDICIAL COLLEGE
-012-447-12



Susanta Chatterjee

NAME: SUSANTA CHATTERJEE

SIGNATURE: Susanta Chatterjee

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



Snigdha Mukherjee

NAME: SNIGDHA MUKHERJEE

SIGNATURE: Snigdha Mukherjee

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



Swapna Chatterjee

NAME: SWAPNA CHATTERJEE

SIGNATURE: Swapna Chatterjee

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



Kanchana Chatterjee Paul

NAME: KANCHANA CHATTERJEE PAUL

SIGNATURE: Kanchana Chatterjee Paul

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
03 DEC 2014
Signature.....



NAME: SOUMEN CHATTERJEE.

SIGNATURE: Soumen Chatterjee.

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



NAME: BIJOY GHOSH

SIGNATURE: Bijoy Ghosh

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



NAME:

SIGNATURE:

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



NAME:

SIGNATURE:

	THUMB	1ST FINGER	MIDDLE FINGER	RING FINGER	SMALL FINGER
LEFT HAND					
RIGHT HAND					



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Handwritten text in Devanagari script, possibly a recipient address or name.

ADDL. DIST. SUB-REGISTRAR
 ALIPORE, SOUTH 24 PGS.

03 DEC 2014

Signature.....









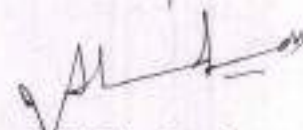
Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. ALIPORE, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 10923 / 2014, Deed No. (Book - I , 08860/2014)

Signature of the Presentant

Name of the Presentant	Photo	Finger Print	Signature with date
Susanta Chatterjee 5/1 C, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047	 03/12/2014	 LTI 03/12/2014	Susanta Chatterjee 03-12-14

II . Signature of the person(s) admitting the Execution at Office.

Sl No.	Admission of Execution By	Status	Photo	Finger Print	Signature
1	Susanta Chatterjee Address -5/1 C, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047	Self	 03/12/2014	 LTI 03/12/2014	Susanta Chatterjee
2	Snigdha Mukherjee (Chatterjee) Address -B-3/39, Kalyani Notified Area, Thana:-Kalyani, P.O. :-Kalyani, District:-Nadia, WEST BENGAL, India, Pin :-741235	Self	 03/12/2014	 LTI 03/12/2014	Snigdha Mukherjee
3	Swapna Chatterjee Address -5/1 C, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047	Self	 03/12/2014	 LTI 03/12/2014	Swapna Chatterjee
4	Kanchana Chatterjee (Paul) Address -5/1 C, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047	Self	 03/12/2014	 LTI 03/12/2014	Kanchana Chatterjee Paul








(Md. Shadman)

ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE

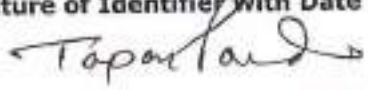


Government of West Bengal
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue
Office of the A.D.S.R. ALIPORE, District- South 24-Parganas
Signature / LTI Sheet of Serial No. 10923 / 2014, Deed No. (Book - I , 08860/2014)

Signature of the person(s) admitting the Execution at Office.

No.	Admission of Execution By	Status	Photo	Finger Print	Signature
5	Soumen Chatterjee Address -5/1 C, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047	Self	 03/12/2014	 LTI 03/12/2014	
6	Bijoy Ghosh Address -C/9, Rajnarayan Park, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700154	Self	 03/12/2014	 LTI 03/12/2014	

Name of Identifier of above Person(s)
 Tapas Panda
 Sonarpur, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700150

Signature of Identifier with Date

 03-12-2014




 (Md. Shadman)

ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE





Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 08860 of 2014
(Serial No. 10923 of 2014 and Query No. 1605L000020169 of 2014)

On 03/12/2014

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 : 5, 5(f), 53 of Indian Stamp Act 1899.

Payment of Fees:

Amount By Cash

Rs. 8260.00/-, on 03/12/2014

(Under Article : B = 8239/- , E = 21/- on 03/12/2014)

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.-49,67,250/-

Certified that the required stamp duty of this document is Rs.- 7021 /- and the Stamp duty paid as: Impressive Rs.- 5000/-

Deficit stamp duty

Deficit stamp duty Rs. 2200/- is paid , by the draft number 680423, Draft Date 03/12/2014, Bank : State Bank of India, SONARPUR, received on 03/12/2014

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

Presented for registration at 13.58 hrs on :03/12/2014, at the Office of the A.D.S.R. ALIPORE by Susanta Chatterjee , one of the Executants.

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

Execution is admitted on 03/12/2014 by

1. Susanta Chatterjee, son of Late Ramendra Nath Chatterjee , 5/1 C, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : Service
2. Snigdha Mukherjee (Chatterjee), wife of Late Durgadas Mukherjee , B-3/39, Kalyani Notified Area, Thana:-Kalyani, P.O. :-Kalyani, District:-Nadia, WEST BENGAL, India, Pin :-741235, By Caste Hindu, By Profession : Retired Person
3. Swapna Chatterjee, wife of Late Kalyan Chatterjee , 5/1 C, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : House wife

(Md. Shadman)

ADDITIONAL DISTRICT SUB-REGISTRAR

Endorsement Page 1 of 2





Government Of West Bengal
Office Of the A.D.S.R. ALIPORE
District:-South 24-Parganas

Endorsement For Deed Number : I - 08860 of 2014
(Serial No. 10923 of 2014 and Query No. 1605L000020169 of 2014)

4. Kanchana Chatterjee (Paul), daughter of Late Kalyan Chatterjee , 5/1 C, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : House wife
5. Soumen Chatterjee, son of Late Kalyan Chatterjee , 5/1 C, Baishnab Ghata Road, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700047, By Caste Hindu, By Profession : Service
6. Bijoy Ghosh
Proprietor, M / S . Pacific Associate, 399, Uttar Sripur, Boral Main Road, Kolkata, Thana:-Sonarpur, P.O. :-Boral, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700084.
, By Profession : Business

Identified By Tapas Panda, son of Haren Panda, Sonarpur, Kolkata, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700150, By Caste: Hindu, By Profession: Others.

(Md. Shadman)
ADDITIONAL DISTRICT SUB-REGISTRAR



(Md. Shadman)
ADDITIONAL DISTRICT SUB-REGISTRAR



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I
CD Volume number 37
Page from 4320 to 4357
being No 08860 for the year 2014.



Basu
(Arnab Basu) 08-December-2014
ADDITIONAL DISTRICT SUB-REGISTRAR
Office of the A.D.S.R. ALIPORE
West Bengal