



भारतीय न्यायिक

एक सौ रुपये

Rs. 100

₹. 100



ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

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THIS AGREEMENT made this 13th day of August Two thousand and fourteen

BETWEEN

(1) SMT. TANIMA MUKHERJEE wife of Late Bimal Kumar Mukherjee (2) SMT. CHANDRA BHARATI MUKHERJE daughter of Late Bimal Kumar Mukherjee, (3) SMT. NAMITA MUKHERJEE, wife of Late Prasanta Kumar Mukherjee, 4) SMT.

05 MAY 2014



1640

No.....Rs.....Date.....

Name:.....SMT. Mira Mukherjee,

Address:.....W2A, Hazra Road,
K01-19.

Vendor:.....

Allpur Collectorate, 24Pgs (S)

SUBHANKAR DAS

STAMP VENDOR

Allpur Police Court Kol - 24

APARAJITA MUKHERJEE daughter of Late Prasanta Kumar Mukherjee (5) MIRA MUKHERJEE daughter of Late Peary Mohan Mukherjee (6) SMT. KASTURI MUKHERJEE daughter of Late Peary Mohan Mohan Mukherjee (7) SMT. KARABI MUKHERJEE daughter of Late Peary Mohan Mukherjee (8) SMT. PURABI ROY wife of Late Kalyan Sankar Roy (9) SMT. SANJUKTA GANGULI daughter of Late Hirendra Nath Ganguli (10) SRI ARINDAM GANGULI son of Late Hirendra Nath Ganguli all of 42A Hazra Road within the municipal town of Kolkata hereinafter collectively referred to as the "OWNERS" (which term or expression shall unless excluded by or repugnant to the subject for context be deemed to include their respective heirs, successors-in-interest executors, administrators and assigns) of ONE PART AND SRI ANIMESH SEN son of Late Nikhilesh Chandra Sen of 4A Merlin Park, Police Station Gariahat in the town of Kolkata, hereinafter referred to as the "DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his heirs, successors-in-interest, executors, administrators and assigns) of the OTHER PART

WHEREAS by a Deed of Conveyance dated 12th August 1941 made between Rajendra Nath Roy and Satyendra Nath Roy as Vendors of the one part and Peary Mohan Mukherjee since deceased as Purchaser of the other part and registered in Book No. I, Volume No. 46 Pages 1 to 10, Being No. 1984 for the year 1941 of the Sub-Registrar of Assurances, Calcutta and the said Rajendra Nath Roy and Satyendra Nath Roy as vendors granted conveyed transferred and assured unto the said Peary Mohan Mukherjee since deceased as purchaser ALL THAT the land tenement hereditaments and premises

containing an area of 1 Bigha 19 Cottahs 7 Chittaks and 38 Square Feet including a passage measuring an area of 8 Cottahs 15 Chittaks and 5 Square Feet situate lying at and being premises No. 42A Hazra Road in the town of Calcutta for consideration therein mentioned hereinafter referred to as "the said property" and mentioned in The Schedule 'A' hereunder written;

AND WHEREAS the said Peary Mohan Mukherjee since deceased thus became absolutely seized and possessed of the said premises No. 42A Hazra Road in the town of Calcutta died on 13th April 1956 leaving his widow Radha Rani Devi, his children viz. Reba Ganguli, since deceased, Bimal Kumar Mukherjee, since deceased, Nirmal Kumar Mukherjee, since deceased, Mira Mukherjee, Mukul Mukherjee, since deceased, Kasturi Mukherjee, Karabi Mukherjee, Prasanta Kumar Mukherjee, since deceased and Purabi Roy.

AND WHEREAS the said Peary Mohan Mukherjee, since deceased bequeathed Premises No. 42A, Hazra Road in favour of his widow Radha Rani Devi, since deceased and his sons Bimal Kumar Mukherjee, since deceased, Nirmal Kumar Mukherjee, since deceased and Prasanta Kumar Mukherjee, since deceased respectively as his legal heiress, heirs and legal representatives, who became seized and possessed of the said Premises No. 42A Hazra Road in the town of Calcutta.

AND WHEREAS the said Radha Rani Devi since deceased along with Bimal Kumar Mukherjee since deceased Nirmal Kumar Mukherjee since deceased and Prasanta Kumar

Mukherjee since deceased applied for and obtained Letters of Administration to the estate of the deceased Peary Mohan Mukherjee in Act 39 (Probate) Case No. 121 of 1956 from the Court of the 9th Subordinate Judge at Alipore, 24-Paraganas on or about 19th April 1958;

AND WHEREAS the said Administrators completed administration of the Estate of the said Peary Mohan Mukherjee since deceased and made over the same to the said Bimal Kumar Mukherjee since deceased Nirmal Kumar Mukherjee since deceased Prasanta Kumar Mukherjee since deceased and the said Radha Rani Devi since deceased;

AND WHEREAS Radha Rani Devi since deceased died intestate on 18th December 1983 and her undivided 0.25 share or interest in the said property devolved upon all her children in equal shares;

AND WHEREAS after the death of Radha Rani Devi, her sons Bimal Kumar Mukherjee since deceased Nirmal Kumar Mukherjee since deceased and Prasanta Kumar Mukherjee since deceased were entitled to $10/36^{\text{th}}$ i.e. 0.277778 undivided share or interest in the said property and her daughters Reba Ganguli since deceased Mira Mukherjee Mukul Mukherjee since deceased Kasturi Mukherjee Karabi Mukherjee and Purabi Roy were each entitled to $1/36^{\text{th}}$ i.e. 0.027778 undivided share or interest in the said property;

AND WHEREAS Reba Ganguli since deceased wife Hirendra Nath Ganguli since deceased died intestate on 27th October 1987 and her $1/36^{\text{th}}$ i.e. 0.027778 undivided

share in the said property devolved equally on her children Sanjukta Ganguli and Arindam Ganguli;

AND WHEREAS Bimal Kumar Mukherjee, since deceased died intestate on 16th November 1989 and his undivided $10/36^{\text{th}}$ i.e. 0.277778 share in the said property devolved equally on his widow Tanima Mukherjee and Chandra Bharati Mukherjee;

AND WHEREAS Nirmal Kumar Mukherjee, a bachelor, died intestate on 21 October 1993 and his undivided $10/36^{\text{th}}$ i.e. 0.277778 share in the said property devolved equally on his surviving brothers and sisters viz. name Prasanta Kumar Mukherjee since deceased Mira Mukherjee Mukul Mukherjee since deceased Kasturi Mukherjee Karabi Mukherjee and Purabi Roy in equal $8/108^{\text{th}}$ i.e. 0.0462963 shares;

AND WHEREAS thus Prasanta Kumar Mukherjee since deceased became owner of $35/108$ i.e. 0.3240741 undivided share in the said property whilst Mira Mukherjee Mukul Mukherjee since deceased Kasturi Mukherjee Karabi Mukherjee and Purabi Roy each became owner of $8/108^{\text{th}}$ i.e. 0.0707408 undivided share in the said property;

AND WHEREAS Prasanta Kumar Mukherjee since deceased died intestate on 17th January 2005 and his $35/108^{\text{th}}$ i.e. 0.3240741 undivided share in the said property devolved equally amongst his wife Namita Mukherjee and daughter Aparajita Mukherjee;

AND WHEREAS Mukul Mukherjee died intestate on 27 November 2012 and her 8/108 or 0.010582 undivided share in the said property devolved equally on her living sisters and legal heirs/heirress of the deceased brothers and sister.

AND WHEREAS the ownership in the said property stands as under:

Tanima Mukherjee and Chandra Bharati Mukherjee	- 0.288		
	0.064	4.60	5.63
Namita Mukherjee and Aparajita Mukherjee	- 0.334	3.34	6.36
	0.064	1.36	
Mira Mukherjee	* - 0.085	7.36	
		1.36	
Kasturi Mukherjee	* - 0.085	1.36	
		1.36	2.38
Karabi Mukherjee	* - 0.085	1.36	
		0.61	1.63
Purabi Roy	- 0.085		
	0.064		
Sanjukta Ganguli and Arindam Ganguli	- 0.038		
	0.064		

	1.000		

AND WHEREAS a portion of the land measuring 10 cottahs more or less in the northern portion of the said property was developed into a block of flats wherein right of permanent access through the entrance passage from Hazra Road have been granted to the said block of flats;

AND WHEREAS thus the Owners are now absolutely seized and possessed of the remaining portion of the land measuring 1(one) bigha 9 (nine) cottahs 7 (seven) chittacks

38 (thirty eight) square feet more or less including the passage measuring 8 (eight) square feet hereinafter mentioned in The Schedule 'B' hereunder written :

AND WHEREAS the Parties hereto agreed to develop the remaining portion of the said property measuring 1(one) bigah 9 (nine) cottahs 7 (seven) chittacks 38 (thirty eight) described in Schedule B hereunder written subject to the right of access to the rear portion of the already developed portion and on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED by
and between the parties hereto as follows :

ARTICLE I – DEFINITIONS

Unless in these presents it is repugnant to or inconsistent therewith.

- 1.1 OWNERS shall mean the said (1) SMT. TANIMA MUKHERJEE (2) SMT. CHANDRA BHARATI MUKHERJEE (3) SMT. NAMITA MUKHERJEE (4) SMT. APARAJITA MUKHERJEE (5) SMT. MIRA MUKHERJEE (6) SMT. KASTURI MUKHERJEE (7) SMT. KARABI MUKHERJEE (8) SMT. PURABI ROY (9) SMT. SANJUKTA GANGULI and (10) SRI ARINDAM GANGULI and their heirs/ heiress and successors in interest nominees assignees.
- 1.2 DEVELOPER shall mean the said Animesh Sen and his heirs / heiress and successors in interest nominees assignees.

- 1.3 PREMISES shall mean and include the premises No. 42A Hazra Road in the town of Kolkata (more fully and particularly described in the Schedule hereunder written).
- 1.4 BUILDING shall mean the building to be constructed at the said premises in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation.
- 1.5 COMMON FACILITIES AND AMENITIES shall include corridors, hall, terrace, stairways, passageways, lift shafts, lifts, drive ways, common lavatories, generators installed pump room, tubewell, overhead tank, water pump and motor and other facilities required for the establishment, location, enjoyment, maintenance and/or management of the Building as defined in West Bengal Apartment Ownership Act.
- 1.6 SALEABLE SPACE shall mean the space in the Building available for independent use after making due provisions for common facilities and the space required therefor.
- 1.7 OWNERS' ALLOCATION shall mean 50% of the saleable space proposed to be sanctioned by the Kolkata Municipal Corporation and 50% of the car parking space on the ground floor with proportionate common facilities and amenities including the right to use thereof upon construction of the said building is completed which shall remain the sole and absolute property of the Owners.
- 1.8 DEVELOPER'S ALLOCATION shall mean balance remaining saleable space and car parking spaces on the ground floor together with proportionate common facilities including the right to use thereof upon construction of the said building which shall remain as sole and absolute property of the Developer.
- 1.9 ARCHITECT shall mean the persons who may be appointed by the Developer for designing and planning of the building with the approval of the Owners.

1.10 BUILDING PLAN shall mean the plan to be sanctioned by the Kolkata Municipal Corporation with such alterations or modifications as may be made by the Developer for and on behalf of the Owner from time to time.

1.11 TRANSFER with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of space in multi-storeyed building to purchasers thereof although the same may not amount to a transfer in law.

1.12 TRANSFeree shall mean the persons, firm, limited company, Association of persons to whom any space in the Building has been transferred or will be transferred in the future.

1.13 WORDS importing singular shall include plural and vice versa.

1.14 WORDS importing masculine gender shall include feminine and neuter genders. Likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

ARTICLE II – COMMENCEMENT

2.1 This Agreement shall be deemed to have commenced on and with effect from the date and execution of this agreement.

ARTICLE III - OWNER'S RIGHTS AND REPRESENTATIONS

- 3.1 The Owners are absolutely seized and possessed of or otherwise are well and sufficiently entitled to ALL THAT THE said premises.
- 3.2 That the said premises is fully in occupation of the Owners (namely Smt. Tanima Mukherjee, Smt. Chandra Bharati Mukherjee, Smt. Namita Mukherjee, Smt. Aparajita Mukherjee, Smt. Mira Mukherjee, Smt. Kasturi Mukherjee, Smt. Karabi Mukherjee, Smt. Purabi Roy, Smt. Sanjukta Ganguli and Sri Arindam Ganguli and free from all encumbrances, charges, liens, lispens attachments whatsoever or however.
- 3.3 That there is no excess vacant land in the said premises within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.
- 3.4 There is no bar legal or otherwise for the Owner to obtain Certificate under Section 230A of the Income Tax Act, 1961 or other consents and permission that may be required.

ARTICLE IV - DEVELOPER'S RIGHTS & REPRESENTATIONS

- 4.1 The Owners hereby grant subject to what has been hereinafter provided exclusive right to the Developer to build, construct, erect and complete the said Building by demolishing the existing building and structures thereon and to commercially exploit the same by entering into agreements for sale and /or transfer and/or construction in respect of the Developer's allocation in accordance with the building plan to be

sanctioned by the Kolkata Municipal Corporation with or without amendment and/or modification made or caused by the Developer.

- 4.2 The Developer shall be entitled to prepare, modify or alter the Plan and to submit the same to the Kolkata Municipal Corporation in the name of the Owner at its costs and the developer shall pay and bear all fees including Architect's fees, charges and expenses required to be paid or deposited for obtaining the sanction of the Kolkata Municipal Corporation for construction of the building at the said premises provided however that the Developer shall receive back all refunds of any or all payments and/or deposits made by the Developer.
- 4.3 The Developer is legally and technically capable of fulfilling its obligations under this Agreement including the construction of the said Building within the stipulated period in Article 13.4 and of a sound and safe design and construction.
- 4.4 Nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the Developer or as creating any right or interest in respect thereof other than an exclusive right to the Developer to commercially exploit the property in terms and to the extent hereof and to deal with the Developer's allocation in the building to be constructed thereon in the manner and subject to the terms hereinafter stated.

ARTICLE V – APPARENT CONSIDERATION

5.1 In consideration of the Owners having agreed to permit the Developer to commercially exploit the said premises and construct, erect and complete the Building on the said premises, the Developer agrees: -

- a) To pay to the Owners a sum of Rs 101.00 (Rupees One hundred and one only) only simultaneously with the execution of this agreement;
- b) To make over 50% of the saleable space in upper floors, allocation to be mutually decided and 50% of the car parking space or the ground floor.
- c) To prepare and cause the said Plan to be sanctioned and to incur and bear all costs, charges and expenses for preparation, design and sanctioning of the plan.
- d) At its own costs to obtain all necessary permissions and/or approvals and/or consents.
- e) To pay costs of supervision of the development and construction of the Building at the said premises.
- f) To bear all costs, charges and expenses for construction of the building at the said premises and shall be wholly liable and responsible for safety and security of the said premises and the Building.

5.2 The cost and/or constructed area if any and whatever is needed to settle any existing tenants and/or occupier will have to borne by the Owners. The Developer shall outlay the initial expenses and the Owners shall reimburse the Developer the same including the expenses which may be incurred to cost of processing of

mutation and any other expenses which will be Owners' liability prior to development.

- 5.3 During the period of the construction of the building as specified in Article 13.4 hereinafter and upto the transfer of the Owners' allocation suitable alternative accommodation comprising will be provided in the nearby area by the Developer and the expenses will be borne by the Developer. As soon as the new building is completed, the Developer shall serve notice to the Owners within one month of which the alternative accommodation provided by the Developer shall be vacated by the Owners.

ARTICLE VI - DEVELOPER'S ALLOCATION

- 6.1 In consideration of the above, the Developer shall be entitled to, after providing for Owners' allocation, the remaining portions of saleable space in the Building to be constructed in the premises together with proportionate common facilities and amenities including the right to use thereof and a proportionate undivided interest in the land upon construction of the said building is completed which shall remain as the sole and absolute property of the Developer and the Developer shall be entitled to enter into agreements for sale and transfer in its own name and to receive, realise and collect all moneys in respect thereof and it is hereby expressly agreed by and between the Parties hereto that for the purpose of entering into such agreements, it shall not be obligatory on the part of the Developer to obtain any further consent of the

Owners and this Agreement by itself shall be treated as consent by the Owners, provided however the Developer shall not part with possession of any portion of the Developer's Interest (including Developer's Allocation) to any of its transferees until and unless the Developer shall make over the entire Owners' allocation to the Owners and comply with all other obligations of the Developer to the Owners under this Agreement.

ARTICLE VII – OWNERS' OBLIGATION

- 7.1 The Deed of Conveyance or conveyances shall be executed in favour of the Developer or its nominee or nominees in such part or parts as the Developer shall require and for the purpose of executing the said Deeds of Conveyance and/or transfer, the Owner shall obtain all necessary approvals and sanctions as may be required in law from them.
- 7.2 The Owners shall grant to the Developer and/or its nominee/nominees a General Power of Attorney as may be required for the purpose of obtaining (a) the sanctions of the plan and all necessary permission and sanctions from different authorities, pursuing and following up the matter and (b) to enter into agreement with prospective Buyers of flats and executing and registering the Deeds of Transfer on behalf of the Owners in respect of Developer's allocation. The cost of Stamp Duty, Registration Charges and other incidental expenses will be borne by the Developer.
- 7.3 Notwithstanding grant of Power of Attorney by the Owners in favour of the Developer or its nominee or nominees and delivery of possession of the said premises

no action of the Developer or its nominee or nominees or agents under the said Power of Attorney shall in any manner fasten or create any financial or any other liabilities of any kind whatsoever upon the Owners.

ARTICLE VIII- CONSTRUCTION

- 8.1 The Developer shall be solely and exclusively responsible for construction of the said Building and for adherence to all laws pertaining to such construction including those of statutory authorities like the Kolkata Municipal Corporation, Police, Fire Brigade etc.
- 8.2 All the materials arising consequent to the demolition of the existing building at the said premises shall belong to the Developer.
- 8.3 The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to transfer or otherwise deal with or dispose the same without any right, claim or interest therein whatsoever of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation provided however the Owner's allocation as provided hereinbefore have been delivered in full.

ARTICLE IX - BUILDING

- 9.1 The Developer shall at its own costs construct, erect and complete the Building and the common facilities of the said premises in accordance with the plan to be

sanctioned with good and standard 'A' Class (as understood by practice from time to time) materials as may be specified by the Architect from time to time.

- 9.2 Subject as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding.
- 9.3 The Developer shall install and erect in the said Building at its own costs, lifts as per specifications and drawings provided by the Architect, pump, tubewell, water storage tanks, overhead reservoirs, electrifications, permanent electric connection from CESC Limited and until permanent electric connection is obtained, temporary electric connection shall be provided and other facilities as are required to be provided in a residential and/or multi-storeyed building in Calcutta having self-contained apartments and constructed spaces for sale as office spaces and/or residential flats and/or constructed spaces therein on ownership basis and as mutually agreed.
- 9.4 The Developer shall be authorised in the name of the Owners to apply for and obtain quotas, entitlements of or for cement, steel, bricks and other building materials allocable to the Owners for the Construction of the Building and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage and/or gas to the Building and other inputs and facilities required for the construction or enjoyment of the Building for which purpose the Owners shall execute in favour of the Developer or its nominee such authorities as shall be required by the Developer and the costs of such acts and deeds to be borne by the Developer.

- 9.5 The Developer shall at its own costs and expenses and without creating any financial or other liability on the Owners construct and complete the Building and various flats/apartments therein in accordance with the Building Plan and any amendments thereto or modifications thereof made or caused to be made by the Developer.
- 9.6 All costs charges and expenses including Architect's fees shall be paid, discharged and borne by the Developer and the Owners shall have no liability in this context.
- 9.7 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said premises accrued due as and from the date of execution of these presents.
- 9.8 The Owners shall not, unless legally obliged or compelled to do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said Building.

ARTICLE X - LEGAL PROCEEDINGS

10.1 It is hereby expressly agreed by and between the Parties hereto that it shall be the responsibility of the Developer to defend all actions, suits and proceedings which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose shall be borne and paid by the Developer.

ARTICLE XI - DEVELOPER'S INDEMNITY

11.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission by the Developer in or relative to the construction of the said Building.

11.2 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or defect therein.

ARTICLE XII - MISCELLANEOUS

12.1 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe a partnership between the Developer and the Owner or as a joint venture between the Parties hereto in any manner for nor shall the parties hereto constitute as an association of persons.

12.2 It is understood that from time to time to facilitate the construction of the Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners' relative to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional Power of Attorney and/or authorisations as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

12.3 Unless otherwise specified in writing by either Party and except that notice to 1) Tanima Mukherjee 2) Chadra Bharati Mukherjee 3) Namita Mukherjee 4) Aparajita Mukherjee, 5) Mira Mukherjee 6) Kasturi Mukherjee 7) Karabi Mukherjee 8) Purabi Roy 9) Sanjukta Ganguli and 10) Arindam Ganguli at 42A Hazra Road, Kolkata 700019 any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the Owners if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due to the place or residence of the Owners and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by registered post to the Registered Office of the Developer.

12.4 Nothing contained in these presents shall be construed as a demise or assignment or conveyance in law by the Owners, of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof in the Developer other than an exclusive right to the Developer to commercially exploit the same in terms hereof, provided however the Developer shall be entitled to borrow money from any bank or banks without creating any financial liability of the Owners or affecting their estate and interest in the said premises and it being expressly agreed and understood that in no event the Owners or any of their estate shall be responsible and/or be made liable for payment of any dues of such bank or banks and for that purpose, the Developer shall keep the Owners indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

12.5 There is no existing agreement regarding the Development of sale of the said premises and that all other arrangements, if any, prior to this agreement have been cancelled and are being superseded by this agreement.

ARTICLE XIII – FORCE MAJEURE

13.1 The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

13.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike (excluding strike by the Developer's contractors or people appointed by the Developer or the Developer's contractors, agents etc.) and/or any other act or commission beyond the reasonable control of the Developer.

13.3 It is reasonably expected to have the approval of building plan from Kolkata Municipal Corporation within 12 to 15 months from the commencement of processing.

13.4 It is also reasonably expected that the construction of the building is completed within 30 months after demolition of the existing structure, which excludes the time required for regularisation of changes in the plan, obtaining Occupancy Certificate and subsequent sewer connection.

13.5 The ownership status in the records of The Kolkata Municipal Corporation need to be rectified and the time span will be outside the purview of Essence of Time.

ARTICLE XIV – JURISDICTION

14.1 Courts at Calcutta shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE 'A' ABOVE REFERRED TO

ALL THAT piece or parcel of land containing an area of 1 (one) bigha 19 (nineteen) cottahs 7 (seven) chittacks 38 (thirty eight) square feet more or less being the premises No. 42A Hazra Road Police Station Ballygunge in Ward No. 69 of The Kolkata Municipal Corporation and butted and bounded by in the manner as follows:

On the North – By “Lansdowne Dhobi Khana” of The Kolkata Municipal Corporation

On the South – By Hazra Road

On the East – By portion of Premises No. 42 Hazra Road

On the West - By Premises No. 41 Hazra Road, 16 and 18 Ritchie Road

THE SCHEDULE 'B' ABOVE REFERRED TO

ALL THAT the piece and parcel of land containing an area of 1 (one) bigha 9 (nine) cottahs 7 (seven) chittacks 38 (thirty eight) square feet more or less being portion of Premises No. 42A Hazra Road Police Station Ballygunge in Ward 69 of The Kolkata

Municipal Corporation heving Assessee No. 11-069-23-0021-0 butted and bounded by in the manner as follows:

On the North – By portion of Premises No. 42A Hazra Road

On the South - By Hazra Road

On the East - By portion of Premises No. 42 Hazra Road

On the West - By Premises No. 41 Hazra Road, 16 and 18 Ritchie Road

IN WITNESS WHEREOF the parties hereto set and subscribe their hands and seals the day,
month and year first above written.

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

Taxun Madhab Bagchi
4A, Merleu Park
Kol- 700019.

Nirmalendu Mukherjee
4A Merleu Park
Kol- 700019

✓ Tanima Mukherjee

✓ Chandra Bharati Mukherjee

✓ Namita Mukherjee

✓ Aparajita Ray

✓ Usha Mukherjee

✓
mukherjee

✓
Mukherjee

✓
Rangoli

✓
Rangoli



Anirudh

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

MEMO OF CONSIDERATION

Taxun Madhab Bagchi
4A, Merleu Park
Kol- 700019

Nirmalendu Mukherjee
4A Merleu Park
Kol- 700019