

7001/13

05537/13



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

H 226895

07.07.13  
SNO-12075/13  
5.00pm

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

08 JUL 2013

**DEVELOPMENT AGREEMENT**


**THIS DEVELOPMENT AGREEMENT** is made on this the 7<sup>th</sup> day of July, Two Thousand Thirteen (2013) A.D.


**B E T W E E N**

Serial 2160 Date 05/07/13  
Name.....  
Address.....  
Rs. 1000/-


**SUBHANKAR SARKAR**  
Advocate  
Alipore Judges Court  
Kolkata-27


*[Signature]*  
**A. K. PURKAYASTHA (Stamp Vendor)**  
Alipore Police Court, Kol - 27

*[Signature]*  
 5748  
MUSKAN HIGHRISE PVT LTD

*[Signature]*  
 5749 Director  
*[Signature]*  
**(NILAMBO PRASAD CHATTERJEE)**



 5750  
*[Signature]*  
**Deepraj Chatterjee**

 5751  
*[Signature]*  
**Dipankar Chatterjee**

ADDL. DIST. JUDGE REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
**07 JUL 2013**  
Signature.....

Identified by me;  
**Anurag Khastari**  
Advocate  
High Court, Calcutta

- (1) SRI NILAMBU PRASAD CHATTERJEE, son of Late Charu Chandra Chatterjee, by faith-Hindu, by Occupation - Business, residing at 4, Pankajini Chatterjee Road, Police Station-Charu Market, Kolkata - 700033; (2) SRI DEEPAJ CHATTERJEE, son of Late Gouranga Prasad Chatterjee, by faith-Hindu, by Occupation - Service, residing at 4, Pankajini Chatterjee Road, Police Station : Charu Market, Kolkata-700033; (3) SMT. DIPONI CHAKRABARTI, wife of Sri Arnab Chakrabarti, daughter of Late Gouranga Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at Flat No. 8, Purba Diganto Co-operative Housing Society Limited, DA - 119, Action Area - 1, New Town, Police Station : New Town, Kolkata - 700114, District : North 24 Parganas; (4) SMT. DIPANJANI BANERJEE, wife of Sri Arijit Banerjee, daughter of Late Gouranga Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 150, Motilal Nehru Road, Police Station : Lake, Kolkata-700029; (5) SRI PRITHWIRAJ CHATTOPADHYAY, son of Late Devprasad Chattopadhyay, by faith - Hindu, by Occupation - Retired, residing at 4, Pankajini Chatterjee Road, Police Station : Charu Market, Kolkata - 700033; (6) SMT. PADMINI BHATTACHARYYA, wife of Late Nikhilesh Bhattacharyya, by faith - Hindu, by Occupation - Housewife, residing at 21, Dey Street, Searampur, Police Station : Searampur, District : Hooghly; (7) SMT. RUKMINI MUKHAPADHYAY, wife of Dr. Debabrata Mukhapadhyay, by faith - Hindu, by Occupation - Housewife, residing at 4/1, Central Park, City Centre, Durgapur - 713216, District: Burdwan; (8) SMT. NANDINI BANDYOPADHYAY, wife of Prof. Dr. Samaresh Bandyopadhyay, by faith - Hindu, by Occupation - Housewife, residing at "Nil Kamal", 203, Lake Town, Block - A, Police Station : Lake Town, Kolkata - 700089; (9) SMT. INDRANI MUKHERJEE, wife of Bhabani Prasad Mukherjee, by faith - Hindu, by Occupation - Housewife, residing at A-03/02, Baitalik Co-operative Housing Society, Baghajatin, Hiland Park,

5752

Dipanjani Banerjee

5753

Kishorraj Chattopadhyay

5754

Padmini Bhattacharyya.

5755

Rukmini Mukhopadhyay.

5756

Nandini Bandyopadhyay

5757

Indrani Mukherjee

5758

Sarvani Banerjee




ADCL DIGI. SUB-REG-STRIP  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

Anirban Khortani  
Advocate.


- Police Station : Purba Jadavpur, Kolkata : 700094, (10) **SMT. SARBANI BANERJEE**, wife of Dr. Debabrata Banerjee, by faith - Hindu, by Occupation - Housewife, residing at CE-45, Sector - I, Salt Lake City, Police Station : Bidhan Nagar (North), Kolkata - 700064, District : North 24 Parganas; (11) **SMT. BINA CHATTERJEE**, wife of Late Satya Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 4, Pankajini Chatterjee Road, Police Station : Charu Market, Kolkata - 700033; (12) **SRI ABHIRAJ CHATTERJEE**, son of Late Satya Prasad Chatterjee, by faith - Hindu, by Occupation - Business, residing at 4, Pankajini Chatterjee Road, Police Station : Charu Market, Kolkata - 700033; (13) **SMT. SUKLA CHATTERJEE**, wife of Late Raghuraj Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 4, Pankajini Chatterjee Road, Police Station : Charu Market, Kolkata - 700033; (14) **SMT. SAHELI MUKHERJEE**, wife of Sri Sudip Mukherjee, daughter of Late Raghuraj Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 43, Jodhpur Park, Police Station : Lake, Kolkata-700068; (15) **SMT. SNEHAKANA CHATTERJEE**, wife of Late Sakti Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 4, Pankajini Chatterjee Road, Police Station : Charu Market, Kolkata - 700033; (16) **SMT. IRANI MITRA**, wife of Rajendra Mitra, daughter of Late Sakti Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 4, Pankajini Chatterjee Road, Police Station : Charu Market, Kolkata-700033; (17) **SMT. APARNA CHATTERJEE**, wife of Late Pranab Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 4, Pankajini Chatterjee Road, Police Station : Charu Market, Kolkata - 700033; (18) **SMT. CHANDRANI MUKHERJEE**, wife of Sri Sahasrangshu Mukherjee, daughter of Late Pranab Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at Flat No. 3A, "Sudakshina Apartment", Prince Anwar Shah Road, Police Station :

 5759


1. Bina Chatterjee.

 5760

Atkinson's

 5761

12. Inka Chatterjee.

 5762


Saheli Muttajee



 5763

Sreha Kana Chatterjee

ABDL DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

 5764

Inani Kutra

Anirban Khatun  
Adm. cat

- Jadavpur, Kolkata - 700 068; (19) SRI RANARAJ CHATTERJEE, son of Late Ram Prasad Chatterjee, by faith - Hindu, by Occupation - Legal Practitioner, residing at 4, Pankajini Chatterjee Road, Police Station : Charu Market, Kolkata - 700033; (20) SMT. PRIYADARSHINI GANGULY, daughter of Late Ram Prasad Chatterjee, wife of Suvrajit Ganguly, by faith - Hindu, by Occupation - Housewife, residing at 15, Pankajini Chatterjee Road, Police Station : Charu Market, Kolkata - 700033; (21) SMT. RAJASHREE BANERJEE, wife of Late Anshu Nath Banerjee, by faith - Hindu, by Occupation - Housewife, residing at 114F/1L, Salimpur Road, Police Station : Jadavpur, Kolkata - 700031; (22) SMT. DEBDUTI BANERJEE, daughter of Late Anshu Nath Banerjee, by faith - Hindu, by Occupation - Student, residing at 114F/1L, Salimpur Road, Police Station : Jadavpur, Kolkata - 700031; (23) SRI AMIYA NATH BANERJEE, son of Late Ashim Nath Banerjee, by faith - Hindu, by Occupation - Business, residing at 76, Poddar Nagar, Police Station : Jadavpur, Kolkata - 700068; (24) SMT. SULEKHA BANERJEE, wife of Late Ashesnath Banerjee, by faith - Hindu, by Occupation - Housewife, residing at 76, Poddar Nagar, Police Station : Jadavpur, Kolkata - 700068; (25) SRI SOURENDRA NATH CHATTERJEE, son of Late Probodh Chatterjee, by faith - Hindu, by Occupation - Retired, residing at 81/1, Charu Chandra Place (East), Police Station : Charu Market, Kolkata - 700033; (26) SRI ASHOK KUMAR CHATTERJEE, son of Late Amarendra Nath Chatterjee, by faith - Hindu, by Occupation - Business, residing at 81/1, Charu Chandra Place (East), Police Station : Charu Market, Kolkata - 700033; (27) SRI INDRANIL MUKHERJEE, son of Late Mrigendra Mukherjee, by faith - Hindu, by Occupation - Business, residing at 81/1, Charu Chandra Place (East), Police Station : Charu Market, Kolkata - 700033; (28) SMT. AVA CHATTERJEE, wife of Late Rama Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at Bandhe Ali Pally,

Whitman K. Gordon  
Hancock

Ed = Edith Bangerter

Signature  
07 JUL 2013  
ALFORD, SOUTH 24 PGS.  
ALFORD SOUTH SUB-REGISTRATION

5770

Rafaela Gordon

5769

Spencer Gordon



5768

Janet Gordon

5767

Clara Gordon

5766

Anna Gordon

5765



Brahmapur, Usha Gate, Police Station : Bansdrani, Kolkata - 700070; (29) **SRI SANKAR CHATTERJEE**, son of Late Rama Prasad Chatterjee, by faith - Hindu, by Occupation - Retired, residing at Bandhe Ali Pally, Brahmapur, Usha Gate, Police Station : Bansdrani, Kolkata - 700070; (30) **SRI SIDDHARTHA CHATTERJEE**, son of Late Rama Prasad Chatterjee, by faith - Hindu, by Occupation - Retired, residing at at Bandhe Ali Pally, Brahmapur, Usha Gate, Police Station : Bansdrani, Kolkata - 700070; (31) **SMT. JAYASHREE SENAPATI**, wife of Sri Krishna Chandra Senapati and daughter of Late Rama Prasad Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 112, Charu Chandra Place (East), Police Station : Charu Market, Kolkata - 700033; (32) **SRI SUSHIL KUMAR CHATTERJEE**, son of Late Kumud Chandra Chatterjee, by faith - Hindu, by Occupation - Business, residing at 63, Charu Chandra Place (East), Police Station : Charu Market, Kolkata - 700033; (33) **SMT. ARATI CHATTERJEE**, wife of Late Sudhir Kumar Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 63, Charu Chandra Place (East), Police Station : Charu Market, Kolkata - 700033; (34) **SRI SAMPRIT CHATTERJEE**, son of Late Sudhir Kumar Chatterjee, by faith - Hindu, by Occupation - Business, residing at 63, Charu Chandra Place (East), Police Station : Charu Market, Kolkata - 700033; and (35) **SMT. MONALISA DUTTA**, wife of Shantanu Dutta, daughter of Late Sudhir Kumar Chatterjee, by faith - Hindu, by Occupation - Housewife, residing at 28A/1D, Jhil Road, Police Station - Jadavpur, Kolkata 700031, hereinafter called and referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, legal representatives and assigns) of the **ONE PART**.

5771

Anjan Kumar Das

5772

Sulekha Banerjee

5773

Soumenendra Nath Chatterjee

5774

Asame Kumar Chatterjee

5775

Niranjan Chatterjee

5776

Arindam Chatterjee



ADDL. DIST. SUB-REGISTRAR  
 ALIPORE, SOUTH 24 PGS.  
 D 7 JUL 2013  
 Signature.....

Arindam Chatterjee  
 Advocate

**AND**

**MUSKAN HIGHRISE PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at "Martin Burn Building" Room No.7, at Premises No. 1, R.N Mukherjee Road, Police Station- Hare Street, Kolkata- 700001, represented by its one of the Directors- **SRI AMARDEEP BHALOTIA**, son of Late Girija Shankar Bhalotia, by faith-Hindu, by occupation-Business, residing at Flat No. 5A, 5<sup>th</sup> Floor, 16A, Deshpriya Sasmal Road Police Station- Charu Market, Kolkata-700033, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

**WHEREAS** by virtue of a registered Deed of Indenture dated 30.11.1936 one M/s. Mugneeram Bangur and Company as owner sold away **ALL THAT** piece and parcel of land measuring 1(one) Bigha 4(four) Cottahs 3 (three) Chittacks and 20(twenty) Square Feet, be the same or a little more or less, lying and situated in C.S. Dag Nos. 3 & 4, under C.S. Khatian No. 496 of Mouza - Kankulia, at and being Municipal Premises No. 67, Shah Alum Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge, within the then Tollygunge Municipality, District : 24 Parganas together with all rights of easement, common facilities and amenities annexed thereto, unto and in favour of Sri Charu Chandra Chatterjee, son of Late Abhoy Charan Chatterjee. The said Deed was registered at the office of District Sub-Registrar at Alipore and entered in Book No. I, Volume No. 114, Page Nos. 93 to 98, Being No. 5336 for the year 1936.

**AND WHEREAS** by virtue of another registered Deed of Indenture dated 30.07.1945, the said M/s. Mugneeram Bangur and Company as owner sold away **ALL THAT** piece and parcel of land

*Abdullah Khan  
Harrold*

*Abdullah Khan*

ADDE. DIST. SUB-REGISTRAR  
ALPORA, SOUTH 24 PGS.  
JUL 2013  
Signature

5781



*Abdullah Khan*

5780



*Abdullah Khan*

5779



*Abdullah Khan*

5778



*Abdullah Khan*

5777



measuring 8(eight) Cottahs 8 (eight) Chittacks and 15.5(fifteen point five) Square Feet, be the same or a little more or less, lying and situated in C.S. Dag No. 2, under C.S. Khatian No. 496 of Mouza - Kankulia at and being part of Municipal Premises No. 67, Shah Alum Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge, within the then Tollygunge Municipality, District : 24-Parganas, unto and in favour of Sri Charu Chandra Chatterjee, son of Late Abhoy Charan Chatterjee. The said Deed was registered at the office of Sadar Joint Sub-Registrar at Alipore and entered in Book No. 1, Volume No. 36, Page Nos. 255 to 260, Being No. 2054 for the year 1945.

**AND WHEREAS** in terms of allotment under a Registered Deed of Retirement of Partners dated 01.08.1945, the said Charu Chandra Chatterjee, son of Late Abhoy Charan Chatterjee absolutely got **ALL THAT** piece and parcel of land measuring 2(two) Bigha 16(sixteen) Cottahs 10 (ten) Chittacks and 31.5(thirty one point five) Square Feet, lying and situated in C.S. Dag Nos. 2 & 3, under C.S. Khatian No. 496 of Mouza - Kankulia at and being Municipal Premises No. 67, Shah Alum Road, subsequently renumbered as Municipal Premises No. 372, Russa Road, Police Station-Tollygunge, within the then Tollygunge Municipality, District : 24-Parganas together with all rights of easement, common facilities and amenities annexed thereto and other properties from M/S. Mugneeram Bangur and Company. The said retirement of Partnership was registered at the office of Sadar Joint Sub-Registrar at Alipore and entered in Book No. 1, Volume No. 43, Page Nos. 1 to 45, Being No. 2140 for the year 1945.

**AND WHEREAS** while the said Charu Chandra Chatterjee was seized and possessed of the aforesaid properties as absolute owner thereof. died intestate on 05.11.1945, leaving behind his wife-Pankajini Chatterjee, seven sons-Devprasad Chatterjee, Satya



5789

Jehal Singh SAMPUR CHATTERJEE



5789

Monalisa Datta .



Anurag Khatun -  
Advocate

ABDL. DIST. SUB-REGISTRAR  
ALIPORE SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

Prasad Chatterjee, Nilambu Prasad Chatterjee, Sakti Prasad Chatterjee, Pranab Prasad Chatterjee, Ram Prasad Chatterjee as his heirs and after the demise of Charu Chandra Chatterjee his seven sons and wife inherited the aforesaid property according to law. It is pertinent to mention herein that Pankajini Chatterjee inherited undivided share in the aforesaid property as life interest holder.

**AND WHEREAS** after the demise of Charu Chandra Chatterjee disputes arose as to the Ownership of the aforesaid properties including other properties and the business and as result whereof one Subodh Chandra Chatterjee, the brothers of Charu Chandra Chatterjee as plaintiff instituted Title Suit No. 198 of 1948 before the Learned 2<sup>nd</sup> Court of Sub-Judge at Alipore for Partition of the several properties including the aforesaid properties, impleading Probodh Chandra Chatterjee, Kumud Chandra Chatterjee, both sons of Ahboy Charan Chatterjee, Dev Prosad Chatterjee, Satya Prosad Chatterjee, Nilamba Prosad Chatterjee, Gournga parasd Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prosad Chatterjee, all sons of Late Charu Chandra Chatterjee and Pankajini Devi, widow of Charu Chandra Chatterjee as defendants.

**AND WHEREAS** the Plaintiff Subodh Chandra Chatterjee and the Defendant Nos. 1 & 2 Probodh Chandra Chatterjee and Kumud Chandra Chatterjee claimed that whole properties and the business were the joint family properties. Charu Chandra Chatterjee, since deceased, Probodh Chandra Chatterjee, Kumud Chandra Chatterjee and Kumud Chandra Chatterjee had undivided 1/4<sup>th</sup> share each in it. The said Dev Prosad Chatterjee, Satya Prosad Chatterjee, Nilamba Prosad Chatterjee, Gournga parasd Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prosad Chatterjee, all sons of Late Charu Chandra Chatterjee and Pankajini Devi, widow of Charu Chandra Chatterjee



REGISTRAR GENERAL  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....



as defendants appeared in the suit filed their written statement and claimed that that whole properties and the business was the self acquired property of Charu Chandra Chatterjee, since deceased.

**AND WHEREAS** the defendant Nos. 6 to 9 namely Gournga parasd Chatterjee, Sakti Prosad Chatterjee, Pronab Prosad Chatterjee, Ram Prosad Chatterjee were either minors and Smt. Pankojini Chatterjee for and on behalf of her sons, as natural guardian mother represents and appeared in the suit.

**AND WHEREAS** with the intervention of the well wishers, dear and near one of the parties, the said suit was subsequently ended in compromise on 03.09.1949 in terms of the compromise application filed in the suit.

**AND WHEREAS** on the basis of the compromise application, it was settled between the parties that the share of allotment in paragraph No. 2 in its sub-para C, being land measuring 4 (four) Bigha 9 (nine) Cottahs 6(six) Chitracks 22 (twenty two) Square Feet, at and being Municipal Premises No. 67, Shah Alum Road, subsequently renumbered and known as Municipal Premises No. 372, Russa Road, namely "Charu Market" Police Station: Tollygunge, District; 24 Parganas will be entitled to the plaintiff and the defendants jointly in the following manner:

- a) The plaintiff Subodh Chandra Chatterjee got 1 (one) anna share.
- b) The defendant No. 1 Probodh Chandra Chatterjee got 2 (two) anna share.
- c) The defendant No. 2 Kumudh Chandra Chatterjee got 2 (two) anna share.
- d) The defendant Nos. 3 to 9 - Dev Prosad Chatterjee, Satya Prosad Chatterjee, Nilamba Prosad Chatterjee, Gournga parasd



ADDE DIO REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature .....

Chatterjee, Sakti Prasad Chatterjee, Pranab Prasad Chatterjee, Ram Prasad Chatterjee, got 1 (one) anna 6(six) paise share each.

- c) The defendant No. 10 Smt. Pankajini Chatterjee got 6 (six) paise share.

**AND WHEREAS** Pankajini Chatterjee died intestate on 28.01.1982, leaving behind her seven sons Dev Prasad Chatterjee, Satya Prasad Chatterjee, Nilambu Prasad Chatterjee, Sakti Prasad Chatterjee, Pranab Prasad Chatterjee, Ram Prasad Chatterjee and two daughters-Anupama Banerjee and Pusparani Banerjee as her heirs and after the demise of Pankajini Chatterjee her undivided share in the property developed upon her seven sons and two daughters jointly according to law.

**AND WHEREAS** Dev Prasad Chatterjee died intestate on 29.02.2000 leaving behind his son - Prithwiraj Chattopadhyay and six daughters - Padmini Bhattacharya, Rukmini Mukhopadhyay, Nandini Bandyopadhyay, Indrani Mukherjee, Sarbani Banerjee and Debjani Biswas as his heirs and after the demise of Dev Prasad Chatterjee his one son and six daughters inherited undivided share in the aforesaid property jointly according to law.

**AND WHEREAS** Satya Prasad Chatterjee died intestate on 20.05.1978 leaving behind his wife Bina Chatterjee and two sons - Raghuraj Chatterjee and Abhiraj Chatterjee and after the demise of Satya Prasad Chatterjee his wife and two sons inherited undivided share of the aforesaid property jointly according to law.

**AND WHEREAS** Raghuraj Chatterjee died intestate on 09.06.1982 leaving behind his wife Smt. Sukla Chatterjee and one daughter - Smt. Saheli Mukherjee and after the demise of Raghuraj Chatterjee his wife and one daughter inherited undivided share of the aforesaid property jointly according to law.



ADDITIONAL REGISTRAR  
ALIGARH, SOUTH 24 PGS  
07 JUL 2013  
Sind. 1. 10.

**AND WHEREAS** Gouranga Prasad Chatterjee died intestate on 04.01.2013 leaving behind his one son -Deepraj Chatterjee, two married daughters- Diponi Chakrabarti and Dipanjani Banerjee as his heirs and after the demise of Gouranga Prasad Chatterjee his son and two married daughters inherited undivided share in the aforesaid property jointly according to law. Purnima Chatterjee, the wife of Gouranga Prasad Chatterjee predeceased on 10.01.1992.

**AND WHEREAS** Sakti Prasad Chatterjee died intestate on 10.08.1988 leaving behind his wife Snehakana Chatterjee and one daughter Smt. Irani Mitra and after the demise of Sakti Prasad Chatterjee his wife and one daughter inherited undivided share of the aforesaid property jointly according to law.

**AND WHEREAS** Pranab Prasad Chatterjee died intestate on 11.02.2003 leaving behind his wife Aparna Chatterjee and one daughter Smt. Chandrani Mukherjee and after the demise of Pranab Prasad Chatterjee his wife and one daughter inherited undivided share of the aforesaid property jointly according to law.

**AND WHEREAS** Ram Prasad Chatterjee died intestate on 21.06.2001 leaving behind his wife Swapna Chatterjee, one son Ranaraj Chatterjee and one daughter Smt. Priyadarshini Ganguly and after the demise of Ram Prasad Chatterjee his wife, son and one daughter inherited undivided share of the aforesaid property jointly according to law.

**AND WHEREAS** Swapna Chatterjee died intestate on 28.05.2013 leaving behind her one son Ranaraj Chatterjee and one daughter Smt. Priyadarshini Ganguly and after the demise of Swapna Chatterjee her son and one daughter inherited her undivided share in the aforesaid property and become the joint owners according to law.

**AND WHEREAS** Anupama Banerjee died intestate on 25.12.2002 leaving behind her son Anshu Nath Banerjee and after the demise



ADDL. DIST. SUG REGISTRAR  
ALIPORE, SOUTH 24 PGS.

07 JUL 2013

Signature.....

of Anupama Banerjee her son inherited undivided share of the aforesaid property according to law.

**AND WHEREAS** Anshu Nath Banerjee died intestate on 22.04.2010 leaving behind his wife Rajashree Banerjee and one daughter Smt. Debduti Banerjee and after the demise of Anshu Nath Banerjee his wife and one daughter inherited undivided share of the aforesaid property jointly according to law.

**AND WHEREAS** Pushpa Rani Banerjee died intestate on 30.12.2002 leaving behind her son Amiya Nath Banerjee and Ashesh Nath Banerjee and after the demise of Pushpa Rani Banerjee her sons inherited undivided share of the aforesaid property jointly according to law.

**AND WHEREAS** the said Ashesh Nath Banerjee died intestate on 04.06.2012 leaving behind his wife Sulekha Banerjee as his heir and after the demise of Ashesh Nath Banerjee his wife inherited undivided share of the aforesaid property according to law.

**AND WHEREAS** Probodh Chandra Chatterjee had undivided 1/8<sup>th</sup> share in respect of the aforesaid property who died testate on 12.03.1977 leaving behind a Will dated 17.03.1973.

**AND WHEREAS** after the demise of Probodh Chandra Chatterjee an application for probate was filed by the executor Ram Prasad Chatterjee before the Learned District Delegate at Alipore which was registered as Act 39 (Probate) Case No.127 of 1987.

**AND WHEREAS** an objection was raised in regards to genuineness of the Will and the Probate proceeding was contentious and Ram Prasad Chatterjee filed Original Suit before the Learned District Judge at Alipore, which was registered as O.S. No.1 of 1991.

**AND WHEREAS** during pendency of the Suit, the eldest son of Probodh Chandra Chatterjee, namely Amarendra Nath Chatterjee died intestate on 24.12.1986 leaving behind his wife Gouri



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

07 JUL 2013

Signature.....



Chatterjee, married daughter Manjushree Mukherjee and Ashok Chatterjee.

**AND WHEREAS** subsequently the said Original Suit No. 1 of 1991 was transferred to the 10<sup>th</sup> Additional District Judge at Alipore and in the said Suit a compromise application was filed, wherein a decree was passed by the Learned Court and wherefrom it appears that Probodh Chandra Chatterjee had undivided 1/8<sup>th</sup> share in respect of the aforesaid property and it has been distributed in the manner following:-

- a. Sri Sourendra Nath Chatterjee shall get 72% of 1/8<sup>th</sup> share during his life time and after his demise his share will devolve upon Shomenath Chatterjee, Subhrendu Chatterjee, Abhrendu Chatterjee, Subhodip Chatterjee equally.
- b. Sri Ashok Kumar Chatterjee shall get 18% of 1/8<sup>th</sup> share in the above mentioned property.
- c. Smt. Manjushree Mukherjee shall get 10% of 1/8<sup>th</sup> share in the above mentioned property.

**AND WHEREAS** Manjushree Mukherjee died intestate on 02.11.2010 leaving behind her son Indranil Mukherjee, who inherited undivided share in the aforesaid property after the demise of Manjushree Mukherjee.

**AND WHEREAS** Subodh Chandra Chatterjee had undivided 1/16<sup>th</sup> share in respect of the aforesaid property, who died intestate on 20.10.1966 leaving behind his only son Rama Prasad Chatterjee as his heir and after the demise of Subodh Chandra Chatterjee his son Rama Prasad Chatterjee inherited the undivided share in the aforesaid property.

**AND WHEREAS** Rama Prasad Chatterjee died intestate on 30.05.2012, leaving behind his wife - Ava Chatterjee, two sons - Sankar Chatterjee, Siddhartha Chatterjee and one married



ADDL. DIST. SUB REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
  
07 JUL 2013  
  
Signature.....

daughter Jayshree Senapati as his heirs, after the demise of Rama Prosad Chatterjee his wife, two sons and one daughter inherited the undivided share in the aforesaid property jointly according to law.

**AND WHEREAS** Kumud Chandra Chatterjee died intestate on 11.02.1986 leaving behind his two sons Sudhir Kumar Chatterjee and Sushil Kumar Chatterjee and after the demise of Kumud Chandra Chatterjee his two sons inherited the aforesaid property jointly according to law.

**AND WHEREAS** Sudhir Kumar Chatterjee died intestate on 18.06.1993 leaving behind his wife Smt. Arati Chatterjee, one son Samprit Chatterjee and two daughters Ambalika Pandey and Monalisha Dutta as his heirs and after the demise of Sudhir Kumar Chatterjee his wife, son and two daughters inherited the aforesaid property jointly according to law.

**AND WHEREAS ALL THAT** piece and parcel of land measuring 4 (four) Bighas 9 (nine) Cottahs 6 (six) Chittacks 22 (Twenty Two) Square Feet be the same or a little more or less whereupon several structure and building standing thereon, lying and situated at and being the Municipal Premises No. 67, Shah Alum Road, subsequently renumbered and known as Municipal Premises No. 372, Russa Road has been divided into several premises and known as (1) Municipal Premises No. 11, Despran Shasmal Road, (2) Municipal Premises No. 54, Sultan Alam Road, (3) Municipal Premises No. 81, Sultan Alam Road, (4) 87, Sultan Alam Road, (5) Municipal Premises No. 88 Sultan Alam Road, (6) Municipal Premises No. 89, Sultan Alam Road, (7) Municipal Premises No. 90, Sultan Alam Road, (8) Municipal Premises No. 91, Sultan Alam Road, (9) Municipal Premises No. 46, Charu Chandra Place (East), (10) Municipal Premises No. 48, Charu Chandra Place (East), (11) Municipal Premises No. 50, Charu Chandra Place (East) and (12)

Signature \_\_\_\_\_  
07 JUL 2013  
14 24 PDS  
100131348



Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89. The said 12 (twelve) premises has been specifically described in the "**SCHEDULE - A**" hereunder, and hereinafter jointly called and referred to as the "**said premises**".

**AND WHEREAS** the present owners, as aforesaid, Debjani Biswas and Ambalika Pandey have undivided share in the said Premises in the following manner:-

Sl. No.	NAME	SHARE (%)
1	Sri Nilambu Prasad Chatterjee,	9.72
2	Sri Deepraj Chatterjee	5.83
3	Smt. Diponi Chakraborty	1.94
4	<b>Smt. Dipanjani Banerjee</b>	1.94
5	Sri Prithwiraj Chattopadhyay	1.39
6	Smt. Padmini Bhattacharyya	1.39
7	Smt. Rukmini Mukhapadhyay	1.39
8	Smt. Nandini Bandyopadhyay	1.39
9	Smt. Indrani Mukherjee	1.39
10	Smt. Sarbani Banerjee	1.39
11	Smt. Debjani Biswas	1.39
12	Smt. Bina Chatterjee	3.24
13	Sri Abhiraj Chatterjee	3.24
14	Smt. Sukla Chatterjee	1.62
15	Smt. Saheli Mukherjee	1.62
16	Smt. Snehakana Chatterjee	4.86
17	Smt. Irani Mitra	4.86



ADD. REGISTRAR  
ALIPORE SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

18	Smt. Aparna Chatterjee	4.86
19	Smt. Chandrani Mukherjee	4.86
20	Sri Ranaraj Chatterjee	6.42
21	Smt. Priyadarshini Ganguly	3.31
22	Smt. Rajashree Banerjee	0.18
23	Smt. Debduty Banerjee	0.17
24	Sri Amiya Nath Banerjee	0.17
25	Smt. Sulekha Banerjee	0.18
26	Sri Sourendra Nath Chatterjee	9
27	Sri Ashok Kumar Chatterjee	2.25
28	Sri Indranil Mukherjee	1.25
29	Smt. Ava Chatterjee	1.57
30	Sri Sankar Chatterjee	1.56
31	Smt. Jayashree Senapati	1.56
32	Sri Siddhartha Chatterjee	1.56
33	Sri Sushil Kumar Chatterjee	6.25
34	Smt. Arati Chatterjee	1.56
35	Sri Samprit Chatterjee	1.57
36	Smt. Ambalika Pandey	1.56
37	Smt. Monalisa Dutta	1.56
	<b>TOTAL</b>	<b>100</b>

**AND WHEREAS** in the said premises there are several tenants occupying part of it and the Owners are now desirous of developing the said premises by constructing thereupon multistoried building including commercial complex in several Blocks in accordance with the sanction building plan to be approved by the Kolkata Municipal Corporation after rehabilitating existing tenants. But



ADDITIONAL REGISTRAR  
ALPORA, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....



due to financial stringency and/or paucity of funds and experience, the Owners are unable to start construction of the said buildings and had been in search of a Promoter and/or Developer, who can undertake the responsibility of construction of such building upon the said premises of his/her/their/ own arrangement and expenses.

**AND WHEREAS** having come to know the intention of the Owners, the Developer contacted the Owners and requested them to allow and develop the said premises as desired by the Owners by constructing the proposed buildings including commercial complex in several blocks in accordance with the sanction building plan to be sanctioned by the Kolkata Municipal Corporation at its own arrangement, cost and expenses.

**AND WHEREAS** on negotiation between the parties, the Owners have agreed to allow the Developer to develop the said premises.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO** with the following terms and conditions.

**ARTICLE-I: DEFINITIONS**

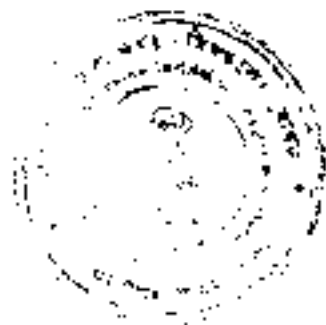
- 1.1. **OWNERS**:-Shall mean (1) Sri Nilambu Prasad Chatterjee, (2) Sri Deepraj Chatterjee, (3) Smt. Diponi Chakraborty, (4) Smt. Dipanjani Banerjee, (5) Sri Prithwiraj Chattopadhyay, (6) Smt. Padmini Bhattacharyya, (7) Smt. Rukmini Mukhapadhyay, (8) Smt. Nandini Bandyopadhyay, (9) Smt. Indrani Mukherjee, (10) Smt. Sarbani Banerjee, (11) Smt. Bina Chatterjee, (12) Sri Abhiraj Chatterjee, (13) Smt. Sukla Chatterjee, (14) Smt. Saheli Mukherjee, (15) Smt. Snehakana Chatterjee, (16) Smt. Irani Mitra, (17) Smt. Aparna Chatterjee, (18) Smt. Chandrani Mukherjee, (19) Sri Ranaraj Chatterjee, (20) Smt. Priyadarshini Ganguly, (21) Smt. Rajashree Banerjee, (22) Smt. Debduty Banerjee, (23) Sri

Signature.....  
07 JUL 2013  
RDT, DIST. SUB-REGISTRAR  
ALPORA, SOUTH 24 PGS.



Amiya Nath Banerjee, (24) Smt. Sulekha Banerjee, (25) Sri Sourendra Nath Chatterjee, (26) Sri Ashok Kumar Chatterjee, (27) Sri Indranil Mukherjee, (28) Smt. Ava Chatterjee, (29) Sri Sankar Chatterjee, (30) Sri Siddhartha Chatterjee, (31) Sri Sushil Kumar Chatterjee, (32) Smt. Jayashree Senapati (33) Smt. Arati Chatterjee, (34) Sri Samprit Chatterjee, (35) Smt. Monalisa Dutta and their heirs, executors, administrators, legal representatives and assigns.

- 1.2. **DEVELOPER:** Shall mean **MUSKAN HIGHRISE PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956, having its registered Office at "Martin Burn Building" Room No.7, at premises No. 1, R.N Mukherjee Road, Police Station- Hare Street, Kolkata- 700001 and its successor-in-office and assigns.
- 1.3. **TITLE DEEDS:** - Shall mean all the attested photocopy of the documents of title relating of the said premises shall be handed over by the Owners to the Developer at the time of execution of this Agreement. The Owner shall undertake to handover the original documents to the Developer as and when required.
- 1.4. **PREMISES** : Shall mean **ALL THAT** piece and parcel of land measuring 4 (four) Bighas 9 (nine) Cottahs 6 (six) Chitacks 22 (twenty two) Square Feet be the same or a little more or less whereupon several structure and building standing thereon lying and situated at and being (1) Municipal Premises No. 11, Despran Shasmal Road; (2) Municipal Premises No. 54, Sultan Alam Road; (3) Municipal Premises No. 81, Sultan Alam Road; (4) 87, Sultan Alam Road, (5) Municipal Premises No. 88 Sultan Alam Road; (6) Municipal Premises No. 89, Sultan Alam Road; (7) Municipal Premises No. 90, Sultan Alam Road, (8) Municipal Premises No. 91,



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

7 JUL 2013

Signature.....

Sultan Alam Road; (9) Municipal Premises No. 46, Charu Chandra Place (East); (10) Municipal Premises No. 48, Charu Chandra Place (East); (11) Municipal Premises No. 50, Charu Chandra Place (East) and (12) Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89. District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto, which has been specifically described in **SCHEDULE "A"** hereunder.

- 1.5. **PROPOSED BUILDINGS/ BUILDINGS**:- Shall mean residential/commercial buildings in several blocks, to be constructed upon the said premises or part thereof after amalgamation and after demolishing the existing building, as per sanction plan to be sanctioned by the Kolkata Municipal Corporation and any further floors to be sanctioned by the said corporation in the proposed project to be named by the owners as per mutual discussion with Developer.
- 1.6. **OWNERS' ALLOCATION**:- Shall mean 48% constructed area of the said proposed buildings, which has been specifically described in the **SCHEDULE-"B"** hereunder.
- 1.7. **DEVELOPER'S ALLOCATION**: - Shall mean 52% constructed area of the said proposed buildings, which has been specifically mentioned in the **SCHEDULE-"C"** hereunder.
- 1.8. **COMMON FACILITIES & AMENITIES** : Shall include corridors, hall ways, stair ways, passage way, drive ways, common lavatories, watchman's room, electrical meter rooms, electrical sub station, transformer, boundary wall,

Signature \_\_\_\_\_  
07 JUL 2013  
JOB REGISTRAR  
KANDUKUL SOUTH 24 PGS.



main gate, pump space, underground, water reservoir, overhead water tank, roof, lifts, lift wells, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/or management of the building and land there under or mutually agreed upon by the Owners of units/floors/ flats /car parking spaces/commercial spaces /shops/ offices spaces, which has specifically been described in the **SCHEDULE "D"** hereunder.

- 1.9. **SALEABLE SPACE** : Shall mean units/floors/ flats /car parking spaces/commercial spaces /shops/ offices/ spaces in the buildings available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- 1.10. **COMMON EXPENSES**: Shall mean and include the purpose of maintaining the said premises and the proposed buildings in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the Owners and their nominees including the intending Purchasers/s and the common use and enjoyment thereof, which has been specifically described in the **SCHEDULE "E"** hereunder.
- 1.11. **THE ARCHITECT**: Shall mean a company or person who would appoint by the Developer and shall design and plan the buildings upon on the said premises and obtain the required sanction for construction of such building from the appropriate authorities and supervise the construction work.
- 1.12. **BUILDING PLAN**: Shall mean such plans to be prepared by the Architect for the construction of the buildings and to be



SUB-REGISTRAR  
ALFONSE, SOUTH 24 PGS.  
07 JUL 2010  
Signature.....



sanctioned by the Kolkata Municipal Corporation and/or any other competent authorities as the case may be.

- 1.13. **BUILT UP AREA:** Shall mean and include the covered area of the flat, external and internal walls, stairs and stairs landing and columns and other spaces as specified in the sanction plan of the Kolkata Municipal Corporation.
- 1.14. **TRANSFEROR:** Shall mean the Owners and the Developer who intends to sell units/floors/ flats /car parking spaces/commercial spaces/shops/ offices/spaces allotted to them respectively, to the intending buyer/buyers together with undivided proportionate share of the land and right to use the common space in the proposed building.
- 1.15. **TRANSFeree:** Shall mean the person, firm, limited company or an Association or persons to whom units/floors/ flats /car parking spaces/commercial spaces /shops/ offices/ spaces in the building has to be transferred.
- 1.16. **TRANSFER:** Shall mean with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of the building to Purchasers thereof.
- 1.17. **ROOF/TERRACE:** Shall mean the ultimate roof of the said buildings under Section 3(d) (2) of the West Bengal Apartment Ownership Act, 1972 and it should be treated as one of the common areas and facilities
- 1.18. **NOTICE :-** Shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4<sup>th</sup> day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto. A notice to be served



ADD. REGISTRAR  
ALIPUR, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

↓

upon the Owner Nos. 1, 12, 25 & 30 be treated as served upon all the Owners.

- 1.19. **SINGULAR**: Shall mean plural and vice versa, masculine shall include feminine and vice versa.

**ARTICLE-II COMMENCEMENT**

- 2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

**ARTICLE-III: OWNERS' RIGHTS & REPRESENTATION**

- 3.1. The Owners as aforesaid, Debjani Biswas and Ambalika Pandey hereto absolutely seized and possessed of and/or well and sufficiently entitled to the property mentioned in **SCHEDULE-"A"** hereunder together with all right of easements, common facilities and amenities annexed thereto.
- 3.2. Save and except the Owners nobody else has any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said premises.
- 3.3. The said premises is free from all encumbrances, charges, liens, attachments, mortgage, power of attorney, trusts whatsoever or howsoever.
- 3.4. The Owners does not hold excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 3.5. Since execution of this agreement till completion of the building, if any person/s claiming to have any right, title and interest in respect of the said premises, save and except the Owners, the Owners will make it clear and also make the said premises marketable at their own cost, expenses and responsibility and if they fail to do so, then the Owners shall be liable for the same and pay the amount whatever expenses to be done by the Developer.



ADD. SECY-1016-REGISTRAR  
ALIPUR S, SOUTH 24 PGS.

07 JUL 2017

Signature.....

- 3.6. The Owners have not sold, entered into any agreement for sale and/or development agreement or any other agreement whatsoever or howsoever in respect of the said premises prior to this agreement. This agreement is irrevocable, subject to the other terms and conditions of this Agreement.
- 3.7. The said premise is not subject to any notice or acquisition or requisition.
- 3.8. That there are several structures and building situated upon the said premises and the Developer shall have liberty to construct the building upon the said premises after demolishing the existing building. The Developer shall take all the debris of the building and structure and sell it, in its discretion to the third party and the Owners shall not claim any amount from the Developer for the same.
- 3.9. There are several tenants occupying part of the said premises and the Owners shall rehabilitate the tenants / occupiers at their own cost and expenses. The Owners will rehabilitate the tenants either by providing constructed area from the Owners' allocation or evicting the tenants/occupiers on payment of compensation or from the respective tenancies at their own cost and expenses.
- 3.10. The Developer shall construct the proposed buildings demolishing the existing structure on the basis of actual physical measurement of the said premises.
- 3.11. That during and after construction of the proposed building, the Owners shall always be entitled to the rents and revenues to be collected from their tenants, those are shifted to be temporary space / shed, which will be provided by the Developer in the said premises according to their Scheme.



ADD. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH M PGS.

07 JUL 2013

Signature.....

**ARTICLE-IV: DEVELOPER'S RIGHTS**

- 4.1. The Owners hereby grant exclusive right to the Developer to develop the said premises by way of constructing buildings including commercial complex, thereon in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.
- 4.2. That the Developer shall pay and bear all expenses towards sanction plan, building material, lawyer, fees and all construction chargers of the new building and to complete it in all respects at its own costs or at the cost of the intending Purchaser or Purchasers including architect fees, charges and expenses required to be paid or deposited for the purpose of development of the said premises
- 4.3. It is made clear that save and except the share of the Owners in the proposed building and non-refundable consideration amount as mentioned in **SCHEDULE-"B"**, hereunder, all other units/floors/ flats /car parking spaces/commercial spaces /shops/ offices/ spaces will be the property of the Developer herein and if the Developer so desires, it could be disposed of by itself to the prospective buyers at any consideration or price at the sole discretion of the Developer, after delivery of possession of the Owners' allocation to the Owners.
- 4.4. The Developer shall construct the buildings upon the said premises strictly as per sanction plan of the Kolkata Municipal Corporation and for any violation or deviation; the Developer will solely be liable and/or responsible.
- 4.5. The Developer shall construct the building upon the said premises after demolishing the existing building. The Developer shall take all the debris of the building and sell it in its discretion and the Owners shall not claim any amount from the Developer for the same.



ADDL. DIST. SUB-REGISTRAR  
ALIPGRE. SOUTH 24 PGS.  
07 JUL 2013  
Signature.....



**ARTICLE-V: CONSIDERATION**

- 5.1. In consideration of the Agreement, the Owners have agreed to grant exclusive right of development of the said premises to the Developer and in lieu of the land of the said premises, the Owners are entitled to get 48% constructed area of the proposed buildings together with undivided proportionate share of land including all right of easements, facilities and amenities annexed to the proposed building particularly mentioned in the **SCHEDULE "B"** hereunder written.
- 5.2. Save and except the 48% constructed area of the proposed buildings, the Owners are also entitled to get and the Developer would pay a sum of Rs. 9,00,00,000/- (Rupees Nine Crore) only as non refundable (interest free) amount to the Owners, in respect of the said premises being land measuring 4 (four) Bigha 9 (nine) Cottahs 6 (six) Chitracks 22 (twenty two) Square Feet be the same or a little more or less. The Owners and the Developer would appoint a skill full surveyor for taking actual physical measurement of the said premises. After taking measurement if the area less or more, than the existing measurement, then the non refundable amount would be calculated @ Rs. 10,00,000/- (Rupees Ten Lac) only per cottah and the Developer shall pay the amount as non refundable (interest free) amount to the Owners on the basis of actual physical measurement. The said amount of Rs. 9,00,00,000/- (Rupees Nine Crore) only as non refundable (interest free) amount would be paid by the Developer to the Owners in the manner following:-
- a. Rs. 4,51,00,000/- (Rupees Four Crore Fifty One Lac) only on or before execution of this Agreement.
  - b. Rs. 4,49,00,000/- (Rupees Four Crore Forty Nine Lac) only as and when require towards vacate the premises or part of it tenanted free and rest of the amount to be paid after getting



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

07 JUL 1913

Signature.....

sanction plans and before starting the said project for development. The amount would be paid on the basis of actual physical measurement of the said premises @ Rs. 10,00,000/- (Rupees Ten Lac) only per cottah.

- 5.3. Save and except the allocation of the Owners, the Developer would be entitled to get rest of the 52% constructed area of the units/floors/ flats /car parking spaces/commercial spaces /shops/ offices/ spaces in the proposed buildings of several blocks together with all common areas easements rights, facilities and amenities annexed to the proposed buildings along with undivided impartible proportionate share of the land of the said premises, which has been particularly mentioned in the **SCHEDULE "C"** hereunder written.
- 5.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owner of the said plot or any part thereof to the Developer or in creating any right, title or interest in respect thereof to the Developer save and except to commercially explore the same in terms hereof by construction the building on the said premises and to deal with the Developer's Allocation in the building in the manner herein stated, without creating any liability financial or otherwise whatsoever upon the Owner.
- 5.5. After submitting the final plan to the Kolkata Municipal Corporation, in respect of the said premises, the Owners and the Developer shall execute a Supplementary Agreement in respect of their allocation specifying the units/floors/ flats /car parking spaces/commercial spaces /shops/ offices/ spaces and other terms if any and the Supplementary Agreement will be registered in respect of the allocation of the Owners and the Developer, if require.



ADDE. DIST. S. D. R. DISTRICT  
ALIPORE, SOUTH 24 PGS.  
07 JUL 1963  
Signature.....

- 5.6. The allocation of the share in the proposed building shall be finalized on the basis of the Supplementary Agreement on mutual understanding between the Owners and the Developer, but such ratio must be maintained in 48:52 ratios amongst the Owners and the Developer.

**ARTICLE-VI: POSSESSION**

- 6.1. Simultaneously on execution of this Agreement, the Owners have handed over vacant khas possession of **ALL THAT** piece and parcel of land measuring 50(fifty) Cottahs, be the same a little more or less, out of the said premises and rest of the portion of the said premises will be handed over time to time on getting possession from the Tenants.
- 6.2. The Developer after obtaining full possession of the said premises from the Owners shall issue a Certificate indicating therein that it has obtained full possession to the said premises from the Owners in terms of this agreement and for the purpose mentioned herein.
- 6.3. The Owners will complete their tenants' settlement in part or full within December, 2014, otherwise, they would hand over to the Developer the portion of the land to be vacated till December, 2014 for commencing the project thereon as per terms of this Development Agreement and the Developer shall start the project upon the vacant land / premises provided in that case a sum of Rs. 10,00,000/- (Rupees Ten Lac) only per cottah (for the land remained occupied by the Tenants of the Owners) shall be adjusted by the Developer from the down payment to be paid to the Owners as stated therein.

**ARTICLE-VII: PROCEDURE**

- 7.1 Simultaneously on execution and registration of this Agreement, the Owners are granting proper authority to the Developer by executing and registering a General Power of Attorney to the Developer for the purpose of construction of the proposed buildings of several blocks as per sanction plan to be sanctioned



ADDL. DIST. SPS REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 1938  
Signature.....

by the Kolkata Municipal Corporation and selling out 52% constructed area of the proposed buildings of several blocks mentioned in **SCHEDULE-"C"** hereunder together with undivided share of the land to the intending purchaser/s through Deed of Conveyance/s and Agreement for Sale/s. The Developer will also be empowered to sign and execute all necessary papers, deeds, documents, plans etc. for the purpose of construction of the buildings and selling out the Developer's Allocation only and represent the Owners for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the Owners.

- 7.2 Apart from the registered General Power of Attorney, the Owner do hereby undertake that they shall execute as and when necessary all papers, deeds, documents, plans etc. for the purpose of development of the said premises, if necessary.
- 7.3 The Developer shall keep original and certified copy of the sanctioned Architectural Plan and Structural Plan in its custody but the Developer shall handover photocopy of the same to the Owners.
- 7.4 The Owners shall also hand over the original title deeds, mutation certificate, paid tax receipts and other documents relating to the title of the said premises to the Developer on executing this Agreement and the Developer acknowledging the same by the receipt of it and will hand over the original documents after construction of the proposed buildings.
- 7.5 The Developer shall execute and register the Agreement for Sale and Deed of Conveyance in respect of the allocated portion of the Developer mentioned in **SCHEDULE-"C"** hereunder in favour of the intending Purchaser/Nominee selected by the Developer, on the basis of the registered Power of Attorney.



ADDL. DIST. SUB-REGISTRAR  
MIDORE, SOUTH 24 PGS.  
07 JUL 1993  
Signature.....



- 7.6 The Developer shall keep the original Development Agreement and Power of Attorney in its custody and the Owners shall keep certified copy of the Development Agreement and Power of Attorney in their custody.
- 7.7 Allocation of share in the proposed construction/building shall be finalised on the basis of the a supplementary agreement to be signed both the parties herein on mutual understanding between the owners and the Developer, but such ratio must be maintain in 48: 52 ratios amongst the Owners and the Developer.
- 7.8 After completion of tenant settlement within December 2014, or before whatever quantum of land will get by the Developer from the Owners of the said premises for construction of the proposed building/s, the Developer would submit the sanction of the building plan to the Kolkata Municipal Corporation within 6(six) months from the date of getting possession of the said land subject to completion of mutation in the name of the Owners and amalgamation of the said premises.

**ARTICLE-VIII: DEALINGS OF SPACES IN THE BUILDING**

- 8.1. The Developer shall on completion of the building/s of several blocks handover the Owners' allocation before handing over possession of units/floors/ flats /car parking spaces/ commercial spaces /shops/ offices/ spaces to the intending purchaser/ purchasers in the proposed buildings to be selected by the Developer.
- 8.2. The Owners will be entitled to transfer or otherwise deal with their allocated portions in the building and except their allocated portions, the Owners shall have no right, title interest and/or authority to deal with any portion of the proposed building.
- 8.3. That saves and except allocation mentioned in the **SCHEDULES- "B" & "C"** hereunder, the common areas, facilities and amenities will be jointly possessed by the Owners and the Developer and their heirs and nominees and the Owners and the Developer shall



ADOL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

have exclusive right to dispose of their portion in any manner whatsoever.

- 8.4. The Developer being the party of the Other Part shall be at liberty with exclusive right and authority to negotiate for sale of units/floors/ flats /car parking spaces/commercial spaces /shops/ offices/ spaces together with proportionate share of land excluding the allocations provided for the Owners under Owners' allocation, as mentioned herein before, of the said proposed buildings on the said premises with any prospective buyer/s on or before or in course of the construction work of the said buildings at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/s as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owners herein will have no right and share and will not be entitled to any portion thereof.
- 8.5. The Developer shall be entitled to enter into agreement for sale(s) or transfer in respect of Developer's allocation on the basis of the Development Agreement and entitled to sign all necessary documents on behalf of the Owners on the basis of registered General Power of Attorney. However, that such dealing shall not in any manner fastens or creates any financial and legal liability upon the Owners.
- 8.6. The Developer shall execute the Agreement for sale/s, Deed of Conveyance/s in favour of the intending Purchaser/s of the Developer's allocation of the building on behalf of the Owners, save and except the Owners' allocation, on the strength of the Registered General Power of Attorney, the costs of conveyance or conveyances including non-judicial stamps and registration expenses and all other legal expenses shall be borne and paid by the intending Purchaser or Purchasers thereof.



ADCL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2011  
Signature.....

- 8.7. The Owners shall rehabilitate the tenants / occupiers at their own cost and expenses either providing constructed area from the Owners allocation or evicting them from the said premises at their cost and expenses.
- 8.8. The Owners shall entitled to the portion of the proposed building after rehabilitate the tenants and occupiers from their allocated part and/or portion and after rehabilitation the Owners are entitled to get rest of the portion of 48% constructed area from the Developer.
- 8.9. During construction of the proposed building, If any of the Owners desires to sell their portion, he/she/they would offer the same to the Owners first and if the Owners unable to purchase the same, then the Developer shall have liberty to purchase it from the Owner who desire to sell his/her/their portion. During construction of the building the Owners shall not execute any Agreement for Sale and/or Assign and/or Transfer their respective portion to the Third Party. The Owners can transfer the same after completion and handing over respective possession in the proposed project.
- 8.10. Until and unless the allocation of the Owners and Developer shall be divided and owner's allocation are handed over to Owners, the Owners and the Developer shall not handover possession of their respective units/floors/ flats/ car parking space/spaces/ shops/ commercial spaces/ offices to the intending Purchaser/s and nominee/s.

**ARTICLE-IX: BUILDINGS**

- 9.1. The Developer shall at its own costs construct erect and complete the buildings at the said premises in accordance with the sanction plans with such materials and with such specification as are mentioned in the **SCHEDULE-"F"** hereunder written and as may be recommended by the Architect from time to time.



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

07 JUL 2013

Signature.....

- 9.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are inferior to the standard as mentioned in the Corporation Building rules and specification mentioned hereunder.
- 9.3. The Developer shall install erect in the said buildings at the Developer's own costs transformer, standard new pump set, water storage tanks, overhead reservoirs, lifts, electric wiring fittings and other facilities in each building as are required to be provided in a building having self contained units/floors/ flats/ car parking space/spaces/ shops/ commercial spaces/ offices and constructed for sale of units/floors/ flats/ car parking space/spaces/ shops/ commercial spaces/ offices herein on Ownership basis and as mutually agreed.
- 9.4. The Developer shall be authorized in the name of the Owners in so far as in necessity to apply for and obtain quotas, entitlements and other allocations of or for cement, all types of steels, bricks other building materials and accessories allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage sewerage and/or other facilities, if any available to the new building and other inputs and facilities required for the construction or enjoyment of the buildings.
- 9.5. The Developer shall at its own costs and expenses and without creating any financial or other liability to the Owners, construct and complete the said proposed buildings in it various units/floors/ flats/ car parking space/spaces/ shops/ commercial spaces/ offices therein in accordance with the sanction building plan.
- 9.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the Owners will have no responsibility or liability in this context.



ADOL. DIS. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....



- 9.7. The Developer shall start the buildings phase wise after obtaining sanction of the building plan.

**ARTICLE-X: COMMON FACILITIES**

- 10.1. The Developer shall pay and bear all property taxes and other dues and out goings in respect of the buildings accruing due and as and from the date of execution of this Development Agreement subject to handing over peaceful khas possession of the said premises to the Developer.
- 10.2. As soon as the buildings are completed, the Developer shall give written notice to the Owners requiring the Owners to take possession of the Owners' allocation in the building. Then after 30 (thirty) days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties dues and other public out goings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' allocations, the said rates to be apportioned pro-rata with reference to the saleable space in the building if any are levied on the building as a whole.
- 10.3. The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses, and proceedings, whatsoever directly or indirectly instituted against or suffered by or paid by either or them as the case may be consequent upon a default by Owners or the Developer in this behalf.
- 10.4. Any transfer or any part of the Owners' Allocation of the new buildings shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
7 JUL 2013  
Signature.....

space transferred, to pay the said rates and service charges for the common facilities in accordance with law.

- 10.5. If anyone fails to pay maintenance charges in respect of their particular area in that event they should pay interest @ 18% per annum.
- 10.6. The Owners shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building, as per approved plan.
- 10.7. Both the Developer and Owners herein shall enjoy their respective allocations/portions in the said building forever with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the parties under any circumstances.

**ARTICLE-XI: COMMON RESTRICTION**

The Owners' allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the buildings which shall include as follows:-

- 11.1. Neither party shall use or permit to the use of the respective allocation in the buildings or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity, not to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the buildings.
- 11.2. Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- 11.3. Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless :-
  - a. Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.

Signature.....  
07 JUL 2013  
ALPORE, SOUTH 24 PGS.  
HOD, DIST. SUB-REGISTRAR



- b. The proposed transferee shall have given a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area of each of their respective possession.
- 11.4. Both parties shall abide by all law, bye-laws, rules and regulations of the Government, Statutory bodies and/or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and/or breach of any of the said laws, bye laws, rules and regulations.
- 11.5. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or them and/or the occupiers of the buildings indemnified from and against the consequence of any breach.
- 11.6. Neither party shall do or cause or permit to be done any act or thing which may render void and viable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any such act.
- 11.7. No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the buildings and no hindrance shall be caused in any manner in the free movement or users in the corridors and other places of common use in the building.
- 11.8. Neither party shall throw or accumulate any dirt, rubbish, waster or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.



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

07 JUL 2013

Signature.....

- 11.9. Either of the parties shall permit other's agents with or without workmen and others at all reasonable times to enter into any portion of the each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

**ARTICLE-XII: OWNERS' OBLIGATIONS**

- 12.1. The Owners doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said buildings at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the Owners or its agents servants representatives causing hindrance or impediment to such construction the Owners will be liable for damages.
- 12.2. The Owners doth hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the buildings at the said premises in favour of the intending buyers of units/floors/ flats /car parking spaces/ commercial spaces /shops/ offices/ spaces in the said buildings. The Owners further gives undertaking for and on behalf of his agents, servants, representatives for similar act at their own liability and responsibility.
- 12.3. The Owners doth hereby agreed and covenant with the Developer not to let out, grant, lease mortgage and/or charge or part with possession of the said premises or any portion thereof before the construction is completed without the consent in writing of the Developer on and from the date of execution of this Agreement.
- 12.4. The Owners herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated

Signature \_\_\_\_\_  
ADOL. DIST. SUB-REGISTRAR  
ALPORE, SOUTH 24 P.S.  
7 JUL 2013





period of construction and sale of the said buildings, provided there is no violation of the terms and conditions of this agreement. It is recorded herein that the completion period of the proposed building in phase wise by the Developer shall be only 60(sixty) months either from the date of obtaining sanction plan from the Kolkata Municipal Corporation or from obtaining vacant khas possession of the said premises, whichever is later. The grace period for completion of project only for 12(twelve) months there from. Provided that after getting possession of the land from the Owners till December 2014 or before, the Developer shall complete their process of Building Plan Sanction within 6 (six) months either from 1<sup>st</sup> January 2015 or from the date of possession of the premises before December 2014 subject to completion of mutation in the name of the Owners and amalgamation of the said premises.

- 12.5. The Owners or the Developer herein undertake not to create any kind of chares or mortgages including that of equitable mortgage by depositing the title deeds of the said premises/lands or any portion thereof at any time during the subsistence of this agreements.
- 12.6. The Owners hereto without being influenced or provoked by anybody do hereby categorically avoid that as the Developer starts the construction of the said proposed building exclusively at its own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the Owners hereto, the Owners henceforth for all times to come shall not raise any claim and/or press for any extra benefits and/or amount in terms of the General Power of Attorney although otherwise mentioned thereof and the Developer shall be at liberty to receive any amount from any Purchaser/Purchasers in its own names and to appropriate the said sale proceeds of the units/floors/ flats/ car parking space/spaces/ shops/



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

07 JUL 2023

Signature.....

commercial spaces/ offices of the said building at its sole discretion without having any attachment and/or share thereon of the Owners hereto.

- 12.7. The Owners do hereby agree with the Developer that if any disputes and/or litigation arise in respect of the said premises, during the period of Agreement, the time for completion of construction of the building should be extended accordingly and the construction work will remain suspended till the disputes and/or litigation sought out.
- 12.8. The most of the Owners did not mutate their names in the records of the Kolkata Municipal Corporation in respect of said premises but the Owners would execute all papers and documents in favour of the Developer as and when required for recording their names in the records of the Kolkata Municipal Corporation and bear cost and expenses.
- 12.9. The Owners does hereby agree to get, execute and register the boundary declaration in respect of the said premises.
- 12.10. The Owners shall accommodate and settle all the tenants and occupiers in the said premises either on payment cost and expenses, or providing constructed area from the Owners allocation.
- 12.11. The Owners shall pay all the outstanding taxes in respect of the said premises to the Kolkata Municipal Corporation.
- 12.12. The Owners shall sign and execute all papers and documents relating to land ceiling clearance, amalgamation of the said premises, fire brigade, K.M.D.A, K.I.T etc., if require in favour of the Developer at the cost of the Developer.
- 12.13. The Owners shall obtain No Objection from the tenants / occupiers for construction of the building before submitting plan to the Kolkata Municipal Corporation and handover vacant possession of the said premises at their cost and expenses.

Signature \_\_\_\_\_  
0 7 JUL 2013  
ADDITIONAL SUB-REG/STRAR  
APPOINT SOUTH 24/PGS.



- 12.14. The Owners of this Agreement shall take all responsibilities to execute and register the Development through Debjani Biswas and Ambalika Pandey being the co-sharers of the said premises including power of Attorney in favour of the Developer.
- 13.1. The Owners' at Developer's cost and expenses shall do the following-
- a) To amalgamate the said premises mentioned in "**SCHEDULE -A**" hereunder into one premises after ratification of all formalities before the Kolkata Municipal Corporation.
  - b) To mutate their names in the records of the Kolkata Municipal Corporation after amalgamation.
  - c) To obtain land ceiling clearance from the competent authority.

**ARTICLE-XIII: DEVELOPER'S OBLIGATIONS**

- 13.2. The Developer doth hereby agrees and covenants with the Owners to complete the construction of the building within 60(sixty) months either from the date of sanction of the building plan or getting vacant possession from the tenants / occupiers of the said premises, whichever is later subject to provision as per clause 12.4 herein. (Time being considered as the essence of this contract). The grace period for completion of the proposed building is only for 12(twelve) months.
- 13.3. The Developer hereby agrees and covenants with the Owners not to do any act deed or things whereby the Owners are prevented from enjoying selling assigning and/or disposing of any of the Owners' allocations in the building/s at the said premises.
- 13.4. The Developer doth hereby agree and covenant with the Owners not to transfer and/or assign the benefits of this agreement or any portion thereof to any party or parties without the consent in writing of the Owners.



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

- 13.5. The Developer hereby agrees covenants with the Owners not to violet or contravenes any of the provisions or rules applicable to the construction of the said building.
- 13.6. The Developer hereby agrees and covenants with the Owners not to part with possession of the Owner's Allocation or any portion thereof to any third party as agreed upon but the Developer may deliver or part with possession of its allocated portion to any one, may enter into agreement with party or parties for transfer of any part of its allocated portion in the constructed buildings to be erected upon the said premises.
- 13.7. The Developer hereby agrees and covenants with the Owners that the Developer shall procure the completion certificate from K.M.C.
- 13.8. The Developer shall not take any loan from the bank or financial institution creating charge over the said premises as equitable mortgage or in any manner whatsoever but keeping the Developer's allocation as equitable mortgage only in respect of units/floors/ flats/ car parking space/spaces/ shops/ commercial spaces/ offices of the intending Purchaser who wants to purchase and/or buy the same from the Developer.
- 13.9. To enable the Owners, to calculate the area to be given for shifting tenants allocation, the approximate commercial area / portions / part of Owners allocation to be provided by the Developer to the owners prior to sanction.
- 13.10. Any change of Directors, registered office name, scheme of merging with other Company or inclusion of any other concern or any change in any affairs of the Developer Company, shall not prejudice the interests and rights of the Owners herein and as well as the projects herein and if so happened it shall be intimated to the Owners by the Developers earlier.



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 1943  
Signature.....



- 13.11. The Developer shall not assign the agreement to any other third party without the consent of the Owners.
- 13.12. The Developer shall bear all the cost and expenses for providing temporary shifting of the existing tenants in the said premises during Development work till handing over possession of the tenants through the Owners.
- 13.13. The Developer at its own cost and expenses do the following :
- a. To obtain sanction of the building plan from the Kolkata Municipal Corporation and complete the construction of project as per Sanction Plan of the Kolkata Municipal Corporation.
  - b. To obtain No Objection from KMDA, KIT, Fire Brigade, Kolkata Police or other authorities, if require.

**ARTICLE-XIV: OWNERS' INDEMNITY**

- 14.1. The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances on the part of the Owners, provided the Developer performs and fulfills all the terms and conditions herein contained and/or in its part to be observed and performed.

**ARTICLE-XV: DEVELOPER'S INDEMNITY**

- 15.1. The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or accident or omission or commission of the Developer in relation to the making of construction of the said building and the Developer also fully responsible if the construction fails down due to inferiority of the materials and other patent defects thereto.
- 15.2. 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 action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect there in.

Signature \_\_\_\_\_  
07 JUL 2013  
ADDL. DIST. SUB-REGISTRAR  
ALPORE, SOUTH 24 P.S.



**ARTICLE XVI: MISCELLANEOUS**

- 16.1. The Owners and the Developer have entered into the Agreement purely as a contract on the basis of this joint venture agreement and under any circumstances this shall not be treated as partnership and/or Associations of persons in between the Owners and the Developer.
- 16.2. Immediately after possession of premises, be given by the Owners, the Developer shall be entitled to start construction of the said building at the said premises in accordance with the sanctioned building plan.
- 16.3. 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 costs charges and expenses in respect thereof.
- 16.4. The Developer and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts hereof, the Owners and the Developer hereby agree to abide by all the rules and regulations to be framed by any society/association/ holding/ organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations, it is made clear that the Owners of the respective units shall maintain the said building, after handover possession to the prospective buyers by the Developer.
- 16.5. As and from the date of completion of the buildings the Developer and/or its transferees and the Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces.

Signature \_\_\_\_\_  
KORL DIST. SUB-REGISTRAR  
ALPORE, SOUTH 24 P.S.S.  
11 7 JUL 2013



16.6. The proposed building to be constructed by the Developer and shall be made in accordance with the specifications more fully and particularly mentioned and described in the **SCHEDULE "F"** hereunder written.

**ARTICLE-XVII: FORCE MAJEURE**

17.1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that performance of the relative obligations prevented by the existence of the "***Force Majeure***" and shall be suspended from the obligation during the duration of the "***Force Majeure***".

17.2. "***Force Majeure***" shall mean, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, political disturbances and/or any other act or commission beyond the control of the parties hereto.

**ARTICLE - XVIII : PENAL CLAUSE**

If the Developer fails to complete the buildings within the stipulated period in terms of Clause No. 13.1 then they will pay a sum of Rs. 50,000/- per month as liquidated damages to the Owners till completion of the proposed building subject to the provisions as stated in clause 12.4 written hereinabove.

**ARTICLE-XIX: JURISDICTION**

19.1. The Courts (Civil & Criminal) of Alipore shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto after failure of all mutual settlement among them.

**THE SCHEDULE "A" ABOVE REFERRED TO**

*(Description of the said premises)*

**ALL THAT** piece and parcel of land measuring 4 (four) Bigha 9 (nine) Cottahs 6 (six) Chittacks 22 (twenty two) Square Feet be the same or a little more or less whereupon several structure and building standing thereon measuring 18400 square feet, lying and situated at and being (1) Municipal Premises No. 11, Despran



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

07 JUL 2013

Signature.....

Shasmal Road; (2) Municipal Premises No. 54, Sultan Alam Road; (3) Municipal Premises No. 81, Sultan Alam Road; (4) 87, Sultan Alam Road, (5) Municipal Premises No. 88 Sultan Alam Road; (6) Municipal Premises No. 89, Sultan Alam Road; (7) Municipal Premises No. 90, Sultan Alam Road, (8) Municipal Premises No. 91, Sultan Alam Road; (9) Municipal Premises No. 46, Charu Chandra Place (East); (10) Municipal Premises No. 48, Charu Chandra Place (East); (11) Municipal Premises No. 50, Charu Chandra Place (East) and (12) Municipal Premises No.56, Charu Chandra Place (East), all of Post Office : Tollygunge, Police Station : Charu Market, Kolkata 700033, within the territorial limits of the Kolkata Municipal Corporation in its Ward No. 89, District and Additional District Sub Registration office at Alipore, District: South 24 Parganas, together with all right of easements, common facilities and amenities annexed thereto, which is butted and bounded:-

**ON THE NORTH BY** :- Charu Chandra Place (East);  
**ON THE SOUTH BY** :- Sultan Alam Road;  
**ON THE EAST BY** :- Charu Chandra Place (East);  
**ON THE WEST BY** :- Deshpran Sasmal Road;

**THE SCHEDULE "B" ABOVE REFERRED TO**  
*(Owners' Allocation)*

On completion of the proposed building in all respect by the Developer at its own cost and expenses, in lieu of the land of the said premises, the Developer shall allocate and handover to the Owners 48% constructed area of the proposed buildings to be constructed upon the said premises together with undivided proportionate share of land including all right of easements, facilities and amenities annexed to the proposed building. Out of the aforesaid 48% constructed area, the Owners shall rehabilitate the tenants either their constructed area or evicting them at their cost and expenses Save and except the aforesaid constructed area, the Owners are also entitled to get and the Developer would pay a sum of Rs.



GOBL. DIST. SUB-REGISTRAR  
ALIPORE. SOUTH 24 PGS.  
07 JUL 1913  
Signature.....



9,00,00,000/- (Rupees Nine Crore) only as as non refundable (interest free) amount in the manner following:-

- a. Rs. 4,51,00,000/- (Rupees Four Crore Fifty One Lac) only on or before execution of this Agreement.
- b. Rs. 4,49,00,000/- (Rupees Four Crore Forty Nine Lac) only as and when require towards vacate the premises or part of it tenanted free and rest of the amount to be paid after getting sanction plans and before starting the said project for development. The amount would be paid on the basis of actual physical measurement of the said premises @ Rs. 10,00,000/- (Rupees Ten Lac) only per cottah.

**THE SCHEDULE "C" ABOVE REFERRED TO**  
*(Developer's Allocation)*

Save and except Owners' Allocations mentioned in **SCHEDULE-"B"** herein above, the Developer is entitled to get the remaining 52% constructed area of the proposed buildings together with all easement rights, facilities and amenities annexed to the proposed building along with undivided impartible proportionate share of the land underneath as per sanction plan to be sanctioned by the Kolkata Municipal Corporation upon the land mentioned in the **SCHEDULE "A"** premises as hereinabove mentioned.

**THE SCHEDULE "D" ABOVE REFERRED TO**  
*(Common Areas/ Portions)*

1. Entrance and exits of the complex and the proposed buildings.
2. Boundary walls and main gate of the complex and the proposed buildings.
3. Ultimate Roof Top of the proposed buildings.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any Flat and / or exclusively for its use).
5. Electrical Sub-station, Transformer, Meters Room, where meters will be installed and electrical wiring and other fittings, (excluding



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

only those as are to be installed within the exclusive area of any flat and / or exclusively for its use).

6. Staircase and staircase landings, lobbies on all the floors, entrance lobby.
7. Water supply system water pump & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said Building.
8. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said Premises and the said Building as are necessary for passage and user of the flats / units in common by the co-owners.
9. Land underneath of the proposed buildings.
10. Lift well with lift, machine room with all concerned accessories.
11. Common passage and path within the complex.
12. Such other common areas if any, within the complex and the buildings, will be treated as common for all the flat owners.
13. Septic Tank.
14. Common bath cum privy in the complex.
15. Office room within the complex.
16. Drive way and Path way within the Complex.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
*(Common expenses)*

On completion of the building, the Owners, the Developer and their nominees including the intending Purchasers shall regularly and punctually pay proportionate share of the common expenses as fully described herein below :-

- a) All costs for maintaining, operating, repairing, whitewashing, painting, decorating, redecorating, rebuilding, reconstructing,



ADOL. DIST. SUB-REGISTRAR  
ALIPQRE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

- lighting the common portions of the said Building including the outer and external walls of the said Building;
- b) The salary of all persons employed for the common purposes including security personnel, sweepers, etc.;
  - c) All charges and deposits for supplies of common utilities to the co-Owners in common;
  - d) Municipal Tax, water tax and other levies in respect of the said Premises and the proposed Building save those separately assessed on the Purchasers;
  - e) Costs of formation and operating the Association;
  - f) Costs of running, maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any;
  - g) Electric charges for the electricity energy consumed for the operation of common services;
  - h) All other expenses, taxes, rates and other levies as are deemed by the Association as the case may be necessary if incidental or liable to be paid by the co-Owners in common;

**THE SCHEDULE "F" ABOVE REFERRED TO**  
**WORK SCHEDULE/SPECIFICATION**

Sl.No.	Item	Description
1	R.C.C. FRAME WORK STRUCTURE	Concrete Mix of M20 Grade
2	BRICK WORK	All exterior brickwork and walls around the lift well shall be 8" thick & all internal walls shall be 3"/5" thick erected in Cement Mortar Ratio of (1: 5) except the staircase interior walls and separating walls between tenements will be 5" thick. Bricks shall be of 1st class (picket) grade



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

07 JUL 2023

Signature .....

Sl.No.	Item	Description
3	FLOOR: SKIRTING & DADO	<p>(a) Marble/Vitrified flooring to be laid on all rooms and to skirting 6" high.</p> <p>(b) Kitchen to have marble flooring and ceramic tiles on walls finished up to 7' from cooking top all round the topping</p> <p>(c) Toilets to have marble flooring with dado of ceramic tiles up to height of 7' from the floor level.</p> <p>(d) Roof with ceramic roof tiles or equivalent finish.</p>
4	PLASTER	<p>All external plaster shall be 3/4" thick average and all internal plaster shall be of 1/2" thick average of cement mortar ratio being 1:5.</p>
5	DOORS	<p>(a) Main entrance shall have flush door adequately designed with laminate finish on both sides and hung on 3 nos. of steel hinges on Sal wood frame(polished) and fitted with a peep hole, one 8" long tower bolt from inside , one handle from outside with godrej lock all complete.</p> <p>(b) All other entrances shall have flush door with laminate finish on both surface and hung on 3 nos. steel hinges on Sal wood frame(polished) and fitted with one cylindrical lock.</p>



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

7 JAN 1958

Signature.....



Sl.No.	Item	Description
6	WINDOWS	All windows to be of Aluminum frame (anodized and powder coated, colour shall be the discretion of the Developer) fitted with 4 mm glass panels with mild steel grills of 10 mm thick square bars. The toilet glass shall be translucent.
7	PAINTS	The buildings shall be painted externally with cement based paints and internally with cement based Primer over P.O.P.
8	STAIRCASE ROOM	(a) Space for electric meter & Pumps shall be provided. (b) Stair room shall be provided with light and ventilation. (c) M.S. Grill stair railing (12mm square bar) to be provided with steel hand rail. (d) Flooring of Staircase: Green Marble flooring to be laid and to skirting 6" high.
9	SANITARY & PLUMBING	All plumbing lines shall be concealed
10	TOILETS	(a) One shower. (b) One No. of Tap with Hot & Cold Mixture. (Both toilet). (c) One water closet of white colour (d) One countertop washbasin of white colour with taps hot and cold water (Both toilet) (e) Geyser Point. (Both toilet) (f) One tap near water closet



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
D 7 JUL 2013  
Signature.....

Sl.No.	Item	Description
11	KITCHEN	<p>(a) One steel sink with tap.</p> <p>(b) 2 ft. wide granite stone working top as in layout.</p> <p>(c) 1 tap below sink</p>
12	WATER SUPPLY	<p>(a) Water Reservoir will be provided at the Roof top.</p> <p>(b) Suitable submersible electric pump will be installed at the G.F.(and a spare provided) to deliver water to overhead water reservoir from G.F. water reservoir and separate water supply lines for individual flats are to be provided from the overhead water reservoir.</p>
13	ELECTRICAL	<p>(a) One suitable electrical connection and meter from CESE Ltd. For the entire building. Separate meter for individual flat .</p> <p>(b) One fan point, Two light points, one foot lamp and one 5/15amp plug point in bed rooms.</p> <p>(c) Three light points, Two fan points, Two 5/15 amp plug points, one foot lamp in the living and dining room.</p> <p>(d) One light point and one exhaust fan point and one 5 amps (water purifier),two 5/15amp points in kitchen.</p> <p>(e) One light point, one exhaust fan point and one 5 amps in each toilet.</p> <p>(f) Concealed T.V. &amp; Telephone lines will be provided at the convenience of</p>



ADGL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

Sl.No.	Item	Description
		purchaser/Owners (Maximum Two Nos.)
		(g) All electrical lines will be as per existing regulation shall be concealed.
		(h) MCB/MCCB will be provided adequately depending on the electrical distribution system.
		(i) A.C. Point (2 Nos. Maximum).
13	ROOF	(a) Suitable water and heat treatment shall be done at the roof slab.
		(b) A 3'-0" high parapet wall shall be erected as per elevation all round the roof slab.
		(c) Suitable 4" dia. PVC pipes shall be provided for proper drainage of rain water.
14	COMPOUND	(a) Compound will be paved where required.
		(b) 5'-0" high boundary wall will be erected all round.
		(c) One M.S. Grill gate shall be provided.
		(d) One septic tank of suitable proportion shall be provided.

### **SPECIFICATIONS**

#### **Flooring**

- Marble/Vitrified (Inside Individual Tenements)
- Green Marble (Staircase Block)
- Interlocking pavers block or equivalent (Parking and other open spaces in ground floor)
- Roof Tiles on roof after proper heat treatment with air insulation layer

#### **Plumbing**

- CPVC/UPVC (Supreme for all hot/cold water lines; necessary gauge and thickness)
- P.V.C (Oriplast/Supreme for other lines; necessary gauge and thickness)
- Fittings (Jaquar (Continental Series); Hindware)



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 2<sup>ND</sup> PGS.  
07 JUL 2013  
Signature.....

**Electrical**

- Wires (Finolex ,Poly cab or equivalent of necessary gauge; Copper)
- Switches and Sockets (Crabtree; Modular; White colour)
- Adequate CESC Meter to support 2 A.C points.

**Kitchen**

- Granite Topping (Black colour)
- Stainless Steel Sink

**Tiles**

- 2100 mm dado height; Kajaria, Johnson, Nitco or equivalent)

**Doors**

- Main Door (Both side laminate finish with Godrej lock; peeping hole, tower bolt all complete)
- Remaining doors (Both side laminate finish with necessary hardware all complete)

**Windows**

- Aluminium Sliding of Jindal/Indal make with 1.5 mm gauge; powder coated; discretion of colour shall be of developer

**Lift**

- (L.E.S, Adams or equivalent ;)

**Intercom**

- (EPBAX System)



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
II 7 JUL 2013  
Signature.....



IN WITNESS WHEREOF the PARTIES have put their respective signatures on this the day, month and year first above written.

WITNESSES :-

<p>1. <i>Inker Chatterjee</i> 4, Parkari in Chatterjee Road K.A. 700023</p> <p>2. <i>Shanku Joshi</i> 18 Nepal Bhadrak Sd. Kul. 700026.</p>		<i>Prasad</i>
	1	Sri Nilambu Prasad Chatterjee
	2	<i>Deepraj Chatterjee</i> Sri Deepraj Chatterjee
	3	<i>Diponi Chakraborty</i> Smt. Diponi Chakraborty
	4	<i>Dipanjani Banerjee</i> Smt. Dipanjani Banerjee
	5	<i>Prithwiraj Chattopadhyay</i> Sri Prithwiraj Chattopadhyay
	6	<i>Padmini Bhattacharyya</i> Smt. Padmini Bhattacharyya
	7	<i>Rukmini Mukhopadhyay</i> Smt. Rukmini Mukhopadhyay
	8	<i>Nandini Bandyopadhyay</i> Smt. Nandini Bandyopadhyay
	9	<i>Indrani Mukherjee</i> Smt. Indrani Mukherjee
	10	<i>Sarbani Banerjee</i> Smt. Sarbani Banerjee
	11	<i>Bina Chatterjee</i> Smt. Bina Chatterjee
	12	<i>Abhiraj Chatterjee</i> Sri Abhiraj Chatterjee
13	<i>Sukla Chatterjee</i> Smt. Sukla Chatterjee	



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

	Saheli Mukherjee		Snehakana Chatterjee
14	Smt. Saheli Mukherjee	15	Smt. Snehakana Chatterjee
	Irani Mitra		Aparna Chatterjee
16	Smt. Irani Mitra	17	Smt. Aparna Chatterjee
	Chandrani Mukherjee		Ranaraj Chatterjee
18	Smt. Chandrani Mukherjee	19	Sri Ranaraj Chatterjee
	Priyadarshini Ganguly		Rajashree Banerjee
20	Smt. Priyadarshini Ganguly	21	Smt. Rajashree Banerjee
	Debduti Banerjee		Amiya Nath Banerjee
22	Smt. Debduti Banerjee	23	Sri Amiya Nath Banerjee
	Sulekha Banerjee		Sourendra Nath Chatterjee
24	Smt. Sulekha Banerjee	25	Sri Sourendra Nath Chatterjee
	Ashok Kumar Chatterjee		Indranil Mukherjee
26	Sri Ashok Kumar Chatterjee	27	Sri Indranil Mukherjee
	Ava Chatterjee		Sankar Chatterjee
28	Smt. Ava Chatterjee	29	Sri Sankar Chatterjee
	Jayashree Senapati		Siddhartha Chatterjee
30	Smt. Jayashree Senapati	30	Sri Siddhartha Chatterjee
	Sushil Kumar Chatterjee		Arati Chatterjee
32	Sri Sushil Kumar Chatterjee	33	Smt. Arati Chatterjee
	Samprit Chatterjee		Monalisa Dutta
34	Sri Samprit Chatterjee	35	Smt. Monalisa Dutta

Signature of the **OWNERS**

MUSKAN HOCHRISE PVT LTD

*Muskan Hochrise*

Directr

Signature of the **DEVELOPER**



ADDL. REGISTRAR  
ALIPORE, SOUTH 24 PGS.

07 JUL 2013

Signature .....

**MEMORANDUM OF CONSIDERATION**

**RECEIVED** a sum of Rs. 4,51,00,000/- (Rupees Four Crore Fifty Lac) only from the above named Developer as part payment by different cheques and cash in separate money receipt in terms of the Development Agreement.

**WITNESSES :-**

1. <i>Indira Chatterjee</i>		<i>Indira</i>	
	1	Sri Nilambu Prasad Chatterjee	
		<i>Deepraj Chatterjee</i>	
	2	Sri Deepraj Chatterjee	
		<i>Diponi Chakrabarti</i>	
	3	Smt. Diponi Chakrabarty	
		<i>Dipanjani Banerjee</i>	
	4	Smt. Dipanjani Banerjee	
	2. <i>Shashi Paswan</i>		<i>Prithwiraj Chattopadhyay</i>
		5	Sri Prithwiraj Chattopadhyay
			<i>Padmini Bhattacharyya</i>
		6	Smt. Padmini Bhattacharyya
		<i>Rukmini Mukhopadhyay</i>	
7		Smt. Rukmini Mukhopadhyay	
		<i>Nandini Bandyopadhyay</i>	
8		Smt. Nandini Bandyopadhyay	
		<i>Indrani Mukherjee</i>	
9		Smt. Indrani Mukherjee	
	<i>Sarbani Banerjee</i>		
10	Smt. Sarbani Banerjee		
	<i>Bina Chatterjee</i>		
11	Smt. Bina Chatterjee		
	<i>Abhiraj Chatterjee</i>		
12	Sri Abhiraj Chatterjee		



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....

			<i>Sukla Chatterjee</i>
		13	Smt. Sukla Chatterjee
	<i>Saheli Mukherjee</i>		<i>Sneha Kana Chatterjee</i>
14	Smt. Saheli Mukherjee	15	Smt. Snehakana Chatterjee
	<i>Irani Mitra</i>		<i>Aparna Chatterjee</i>
16	Smt. Irani Mitra	17	Smt. Aparna Chatterjee
	<i>Chandrani Mukherjee</i>		<i>Ranaraj Chatterjee</i>
18	Smt. Chandrani Mukherjee	19	Sri Ranaraj Chatterjee
	<i>Priyadarshini Ganguly</i>		<i>Rajashree Banerjee</i>
20	Smt. Priyadarshini Ganguly	21	Smt. Rajashree Banerjee
	<i>Debduti Banerjee</i>		<i>Sri Amiya Nath Banerjee</i>
22	Smt. Debduti Banerjee	23	Sri Amiya Nath Banerjee
	<i>Sulekha Banerjee</i>		<i>Sri Sourendra Nath Chatterjee</i>
24	Smt. Sulekha Banerjee	25	Sri Sourendra Nath Chatterjee
	<i>Ashok Kumar Chatterjee</i>		<i>Indranil Mukherjee</i>
26	Sri Ashok Kumar Chatterjee	27	Sri Indranil Mukherjee
	<i>Ava Chatterjee</i>		<i>Sankar Chatterjee</i>
28	Smt. Ava Chatterjee	29	Sri Sankar Chatterjee
	<i>Joyashree Senapati</i>		<i>Siddhartha Chatterjee</i>
30	Smt. Joyashree Senapati	30	Sri Siddhartha Chatterjee
	<i>Sushil Kumar Chatterjee</i>		<i>Arati Chatterjee</i>
32	Sri Sushil Kumar Chatterjee	33	Smt. Arati Chatterjee
	<i>Samprit Chatterjee</i>		<i>Monalisa Dutta</i>
34	Sri Samprit Chatterjee	35	Smt. Monalisa Dutta

Signature of the **OWNERS**

**Drafted by and Prepared  
in my Office:-**

**Subhankar Sarkar**  
**Subhankar Sarkar**

Advocate

Enrolment No. WB/205/1997  
of Bar Council of West Bengal,  
Alipore Judges' Court, Kolkata - 700027.

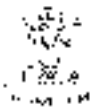


ADDL. SMT. & B-REGISTRAR  
ALIPORE, SOUTH 24 PGS.

07 JAN 2013

Signature.....





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

**Endorsement For Deed Number : I - 05537 of 2013**

**(Serial No. 07001 of 2013 and Query No. 1605L000012075 of 2013)**

**On 07/07/2013**

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

Presented for registration at 17.00 hrs on 07/07/2013, at the Private residence by Amaideep Bhalolia  
Claimant

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

Execution is admitted on 07/07/2013 by

- 1 Nilambu Prasad Chatterjee, son of Late Charu Chandra Chatterjee , 4, Pankajini Chatterjee Road, Kolkata, Thana-Charu Market, District: South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession : Business
- 2 Deopraj Chatterjee, son of Late Gouranga Prasad Chatterjee , 4, Pankajini Chatterjee Road, Kolkata, Thana-Charu Market, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession : Service
- 3 Diponi Chakrabarti, wife of Arnab Chakrabarti Flat No. 8, Purba Diganto Co - Operative Housing Society Limited, D A - 119, Action Area - 1, New Town, Kolkata, Thana-New Town, District-North 24 Parganas WEST BENGAL, India, Pin :-700114, By Caste Hindu, By Profession : House wife
- 4 Dipanjani Banerjee, wife of Arijit Banerjee , 150, Motilal Nehru Road, Kolkata Thana:-Lake, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700029, By Caste Hindu, By Profession : House wife
- 5 Prithwiraj Chattopadhyay son of Late Devprasad Chattopadhyay , 4, Pankajini Chatterjee Road, Kolkata Thana-Charu Market, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession : Retired Person
- 6 Padmini Bhattacharyya, wife of Late Nikhilesh Bhattacharyya , 21 Dey Street, Searampur, Hooghly, Thana:-Sreerampur, District:-Hooghly WEST BENGAL., India, . By Caste Hindu, By Profession : House wife
- 7 Rukmini Mukhopadhyay, wife of Debabrata Mukhopadhyay , 4/1, Central Park, City Centre, Durgapur, District:-Burdwan WEST BENGAL, India, Pin :-713216, By Caste Hindu, By Profession : House wife
- 8 Nandini Bandyopadhyay, wife of Prof. Dr. Samarendra Bandyopadhyay , Block - A, 203, " Nil Kamal ", Lake Town, Kolkata, Thana:-Lake Town, District:-North 24-Parganas, WEST BENGAL, India, Pin :-700089, By Caste Hindu, By Profession : House wife
- 9 Indran, Mukherjee, wife of Bhabani Prasad Mukherjee A-03/02, Butalik Co - Operative Housing Society, Baghajatin, Hillard Park,, Kolkata, Thana:-Purba Jadabpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700094, By Caste Hindu, By Profession : House wife

( Arnab Basu )

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**EndorsementPage 1 of 5**





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

**Endorsement For Deed Number : I - 05537 of 2013**

**(Serial No. 07001 of 2013 and Query No. 1605L000012075 of 2013)**

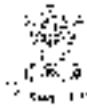
10. Sarbani Banerjee, wife of Dr. Debabrata Banerjee , Sector - I, C E - 45, Salt Lake City, Kolkata. Thana-Bidhannagar North, District:-North 24-Parganas, WEST BENGAL, India. Pin :-700064 By Caste Hindu. By Profession : House wife
11. Bina Chatterjee, wife of Late Satya Prasad Chatterjee . 4, Pankajini Chatterjee Road, Kolkata. Thana-Charu Market, District:-South 24-Parganas WEST BENGAL, India, Pin : 700033. By Caste Hindu. By Profession : House wife
12. Abhiraj Chatterjee, son of Late Satya Prasad Chatterjee , 4, Pankajini Chatterjee Road, Kolkata. Thana-Charu Market, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession : Business
13. Sukla Chatterjee, wife of Late Raghuraj Chatterjee , 4, Pankajini Chatterjee Road, Kolkata. Thana-Charu Market, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession : House wife
14. Saheli Mukherjee, wife of Sudip Mukherjee , 43, Jodhpur Park, Kolkata, Thana:-Lake, District South 24-Parganas, WEST BENGAL India, Pin :-700068, By Caste Hindu, By Profession : House wife
15. Snehakana Chatterjee, wife of Late Sakti Prasad Chatterjee . 4, Pankajini Chatterjee Road, Kolkata. Thana-Charu Market, District:-South 24-Parganas, WEST BENGAL, India. Pin :-700033, By Caste Hindu, By Profession : House wife
16. Irani Mitra, wife of Rajendra Mitra , 4, Pankajini Chatterjee Road, Kolkata, Thana-Charu Market, District:-South 24-Parganas, WEST BENGAL, India Pin :-700033, By Caste Hindu By Profession : House wife
17. Aparna Chatterjee, wife of Late Pranab Prasad Chatterjee , 4, Pankajini Chatterjee Road, Kolkata. Thana-Charu Market, District:-South 24-Parganas, WEST BENGAL, India. Pin :-700033, By Caste Hindu, By Profession : House wife
18. Chandrani Mukherjee, wife of Sahasrangshu Mukherjee , Flat No.3 A, Sudakshina Apartment, P Anwar Shah Road, Kolkata, Thana -Jadavpur, District:-South 24-Parganas, WEST BENGAL India Pin : 700068. By Caste Hindu. By Profession : House wife
19. Ranaraj Chatterjee, son of Late Ram Prasad Chatterjee . 4, Pankajini Chatterjee Road, Kolkata. Thana-Charu Market, District:-South 24-Parganas, WEST BENGAL, India. Pin :-700033, By Caste Hindu, By Profession : Advocate
20. Priyadarshini Ganguly, wife of Suvrajit Ganguly , 15, Pankajini Chatterjee Road, Kolkata, Thana-Charu Market, District:-South 24-Parganas, WEST BENGAL, India. Pin :-700033, By Caste Hindu. By Profession : House wife
21. Rajashree Banerjee, wife of Late Anishu Nath Banerjee , 114 F/1 L, Solimpur Road, Kolkata. Thana: Jadavpur, District:-South 24-Parganas WEST BENGAL, India, Pin :-700031, By Caste Hindu. By Profession : House wife

**( Arnab Basu )**

**ADDITIONAL DISTRICT SUB-REGISTRAR**

**Endorsement Page 2 of 5**





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

**Endorsement For Deed Number : 1 - 05537 of 2013**  
**(Serial No. 07001 of 2013 and Query No. 1605L000012075 of 2013)**

22. Debduti Banerjee, daughter of Late Anshu Nath Banerjee , 114 T/1 L, Selimpur Road, Kolkata, Thana -Jadavpur, District:-South 24-Parganas WEST BENGAL, India, Pin -700031, By Caste Hindu, By Profession : Student
23. Amiya Nath Banerjee, son of Late Ashim Nath Banerjee , 76, Poddar Nagar, Kolkata, Thana:Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin : 700068, By Caste Hindu, By Profession : Business
24. Sulekha Banerjee, wife of Late Ashesnath Banerjee / 76 Poddar Nagar, Kolkata, Thana:-Jadavpur, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700068, By Caste Hindu, By Profession : House wife
25. Sourendra Nath Chatterjee, son of Late Probodh Chatterjee , 81/1, Charu Chandra Place East, Kolkata, Thana -Charu Market, District -South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession : Retired Person
26. Ashok Kumar Chatterjee, son of Late Amarendra Nath Chatterjee , 81/1, Charu Chandra Place East, Kolkata, Thana:-Charu Market, District:-South 24-Parganas WEST BENGAL India, Pin :-700033, By Caste Hindu, By Profession : Business
27. Indranil Mukherjee, son of Late Mrigenra Mukherjee , 81/1, Charu Chandra Place East, Kolkata, Thana -Charu Market, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033 By Caste Hindu, By Profession : Business
28. Ava Chatterjee, wife of Late Rama Prasad Chatterjee , Bandhe Ali Pally, Brahmapur, Usha Gate, Kolkata, Thana -Regent Park District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste Hindu, By Profession : House wife
29. Sankar Chatterjee, son of Late Rama Prasad Chatterjee , Bandhe Ali Pally, Brahmapur, Usha Gate, Kolkata, Thana -Regent Park District: South 24-Parganas, WEST BENGAL, India, Pin :-700070, By Caste Hindu, By Profession : Retired Person
30. Siddhartha Chatterjee, son of Late Rama Prasad Chatterjee , Bandhe Ali Pally Brahmapur, Usha Gate, Kolkata, Thana:-Regent Park, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700070 By Caste Hindu, By Profession : Retired Person
31. Jayashree Senapati, wife of Krishna Chandra Senapati , 112, Charu Chandra Place East, Kolkata, Thana:-Charu Market, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession : House wife
32. Sushil Kumar Chatterjee, son of Late Kumud Chandra Chatterjee , 63, Charu Chandra Place East, Kolkata Thana:-Charu Market, District -South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession : Business

( Arnab Basu )

**ADDITIONAL DISTRICT SUB-REGISTRAR**





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

**Endorsement For Daed Number : I - 05537 of 2013**

**(Serial No. 07001 of 2013 and Query No. 1605L000012075 of 2013)**

- 33. Arati Chatterjee, wife of Late Sudhir Kumar Chatterjee . 63, Charu Chandra Place East, Kolkata. Thana:-Charu Market, District:-South 24-Parganas, WEST BENGAL, India, Pin :-700033, By Caste Hindu, By Profession : House wife
- 34. Sampat Chatterjee, son of Late Sudhir Kumar Chatterjee . 63, Charu Chandra Place East, Kolkata Thana:-Charu Market, District:-South 24-Parganas, WEST BENGAL India, Pin :-700033, By Caste Hindu, By Profession : Business
- 35. Monalisa Dutta, wife of Shantanu Dutta . 28 A/1 D, Jheel Road, Kolkata, Thana-Jacavour, District:-South 24-Parganas WEST BENGAL, India, Pin :-700031, By Caste Hindu, By Profession : House wife
- 36. Amardeep Bhalotia  
 Director, Muskan Highrise Private Limited, " Martin Burn Building ", Room No. 7, 1, R N Mukherjee Rd Kolkata, Thana:-Hare Street, District -Kolkata, WEST BENGAL, India, Pin :-700001  
 . By Profession : Business  
 Identified By Anirban Khastagir, son of . . . High Court, Kolkata, District:-Kolkata, WEST BENGAL, India, . By Caste Hindu, By Profession: Advocate.

( Arnab Basu )  
 ADDITIONAL DISTRICT SUB-REGISTRAR

**On 08/07/2013**

**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.

**Registration Fees paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB**

Registration Fees Rs. 9,90,010/- paid online on 06/07/2013 12.36PM with Govt Ref No 192013140001936732 on 05/07/2013 5:03PM, Bank: State Bank of India, Bank Ref. No. 90006126 on 06/07/2013 12.36PM. Head of Account. 0030-03 104-001-16. Query No:1605L000012075/2013

**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.-28,78,01,732/-

Certified that the required stamp duty of this document is Rs - 75021/- and the Stamp duty paid as Impresive Rs.- 1000/-

**Stamp Duty paid Online using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB**

( Arnab Basu )

**ADDITIONAL DISTRICT SUB-REGISTRAR**







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

---

**Endorsement For Deed Number : 1 - 05537 of 2013**  
**(Serial No. 07001 of 2013 and Query No. 1605L000012075 of 2013)**

---

Stamp duty Rs 75,021/- paid online on 06/07/2013 12:36PM with Govt Ref No 192013140001936732 on 05/07/2013 5:03PM. Bank: State Bank of India, Bank Ref. No. 90006126 on 06/07/2013 12:36PM. Head of Account 0030-02-103-003-02, Query No. 1605L000012075/2013

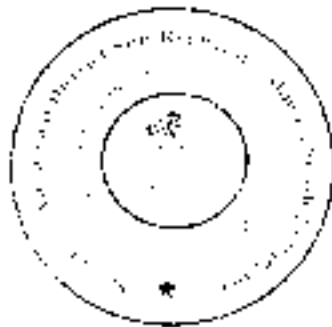
( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR

( Arnab Basu )  
ADDITIONAL DISTRICT SUB-REGISTRAR



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I  
CD Volume number 23  
Page from 2194 to 2276  
being No 05537 for the year 2013.



(Arnab Basu) 11-July-2013  
ADDITIONAL DISTRICT SUB-REGISTRAR  
Office of the A.D.S.R. ALIPORE  
West Bengal



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (1) SRI NILAMBU PRASAD CHATTERJEE

Signature :

*Nilambu Prasad Chatterjee*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (2) SRI DEEPAJ CHATTERJEE

Signature :

*Deepraj Chatterjee*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (3) SMT. DIPONI CHAKRABARTI

Signature :

*Diponi Chakrabarti*



ADDL. DIST. SUB-REGISTRAR  
ALHORE, SOUTH 24 PGS.  
9 7 JUL 2013  
Signature.....



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (4) SMT. DIPANJANI BANERJEE

Signature : *Dipanjani Banerjee*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (5) SRI PRITHWIRAJ CHATTOPADHYAY

Signature : *Prithwiraj Chattopadhyay*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (6) SMT. PADMINI BHATTACHARYYA

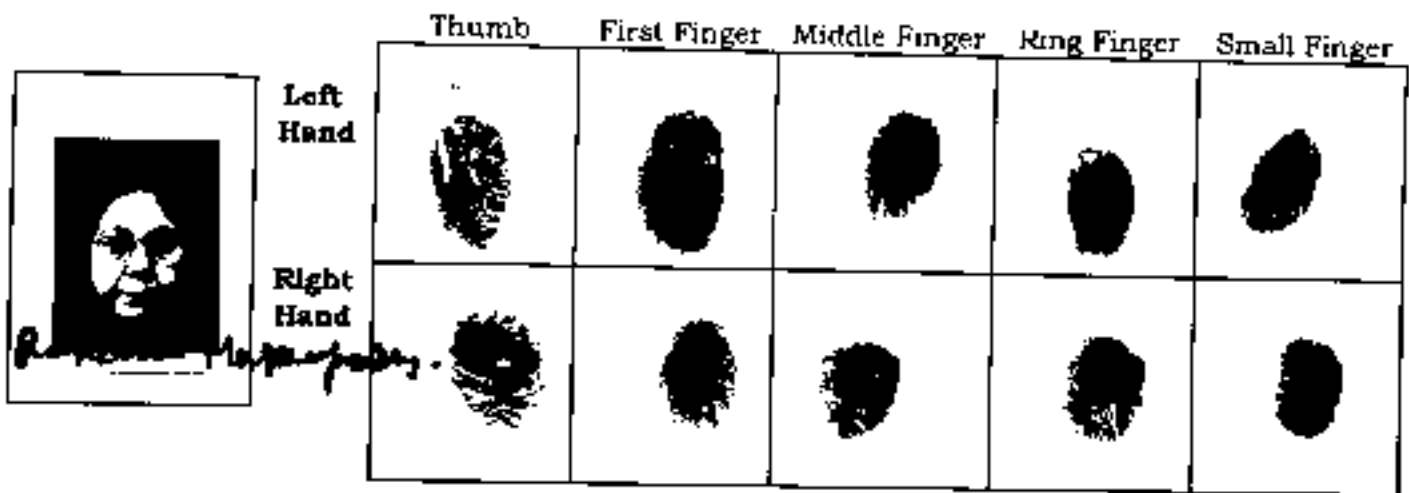
Signature : *Padmini Bhattacharyya*



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

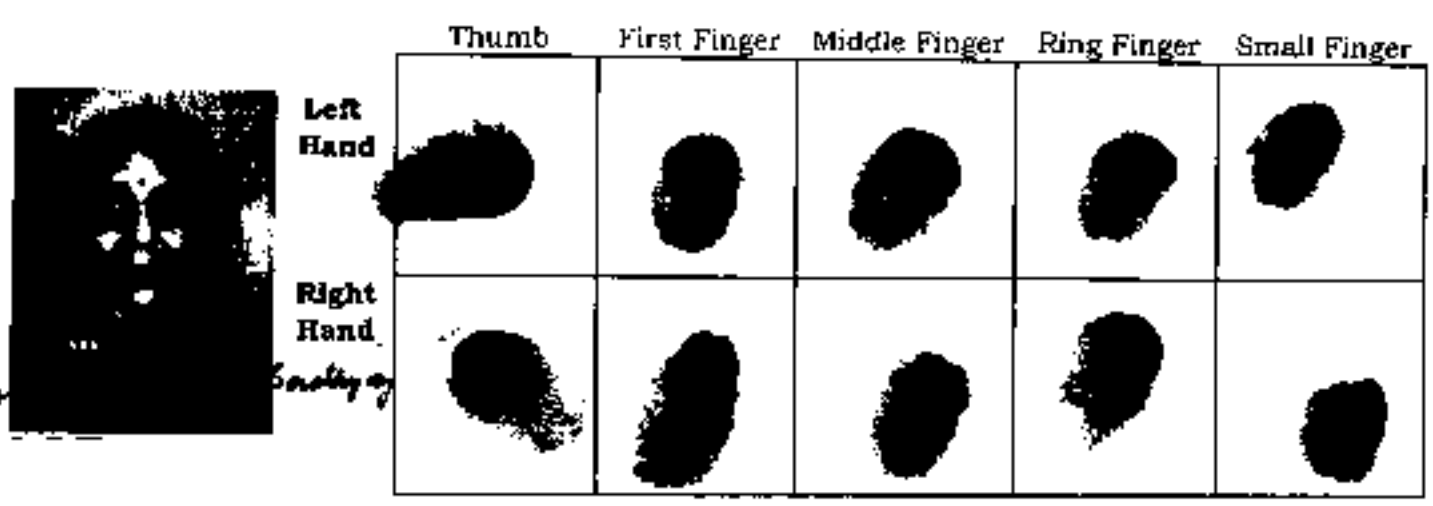
07 JUL 2013

Signature.....



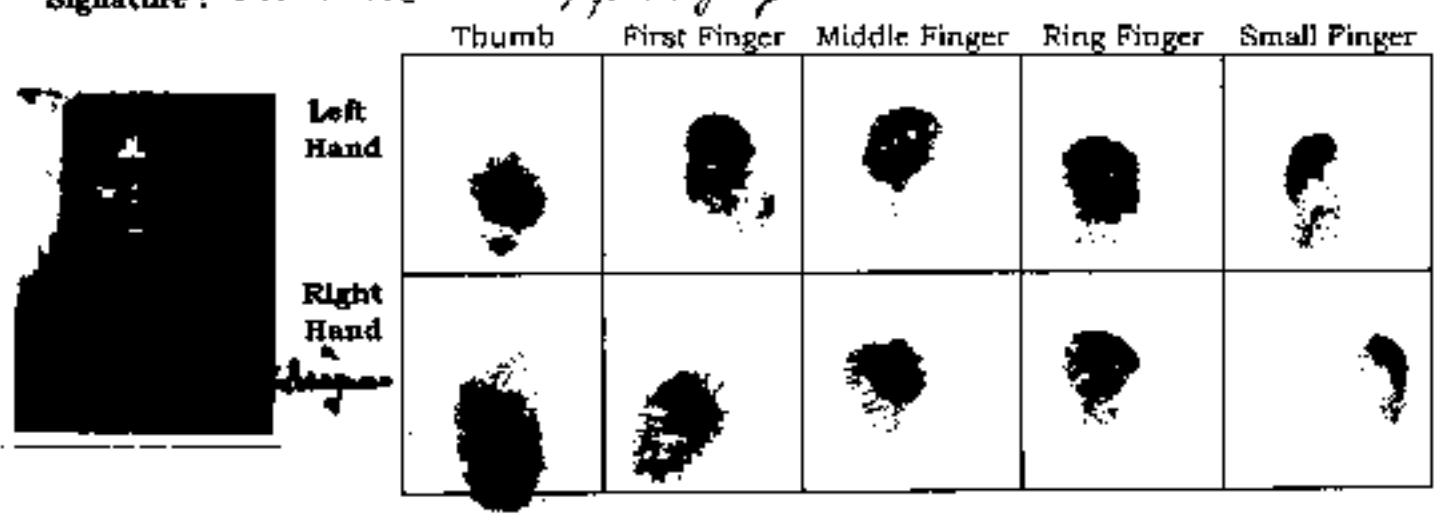
Name : (7) SMT. RUKMINI MUKHAPADHYAY

Signature : *Rukmini Mukhopadhyay*



Name : (8) SMT. NANDINI BANDYOPADHYAY

Signature : *Nandini Bandyopadhyay*



Name : (9) SMT. INDRANI MURHERJEE

Signature : *Indrani Mukherjee*





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

07 JUL 2013

Signature.....



Left Hand  
Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (10) SMT. SARBANI BANERJEE

Signature : *Sarbani Banerjee*



Left Hand  
Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (11) SMT. BINA CHATTERJEE

Signature : *Bina Chatterjee*



Left Hand  
Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (12) SRI ABHIRAJ CHATTERJEE

Signature : *Abhiraj Chatterjee*

Signature \_\_\_\_\_  
7  
07 JUL 2013  
ADDL DIST. SUB-REGISTRAR  
AIPORE, SOUTH 24 PGS.





	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (13) SMT. SUKLA CHATTERJEE

Signature : *Sukla Chatterjee*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (14) SMT. SAHELI MUKHERJEE

Signature : *Saheli Mukherjee*



	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (15) SMT. SNEHAKANA CHATTERJEE

Signature : *Sneha Kanar Chatterjee*



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

07 JUL 2013

Signature.....



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (16) SMT. IRANI MITRA

Signature :

*Irani Mitra*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (17) SMT. APARNA CHATTERJEE

Signature :

*Aparna Chatterjee*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (18) SMT. CHANDRANI MUKHERJEE

Signature :

*Chandrani Mukherjee*



ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (19) SRI RANARAJ CHATTERJEE

Signature : *Ranaraj Chatterjee*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (20) SMT. PRIYADARSHINI GANGULY

Signature : *Priyadarshini Ganguly*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (21) SMT. RAJASHREE BANERJEE

Signature : *Rajashree Banerjee*





ADDL. DIST. SUB-REGISTRAR  
ALIPORE, SOUTH 24 PGS.  
07 JUL 2013  
Signature.....



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (22) SMT. DEBDUTI BANERJEE

Signature : *Debduti Banerjee*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (23) SRI AMIYA NATH BANERJEE

Signature : *Amiya Nath Banerjee*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (24) SMT. SULEKHA BANERJEE

Signature : *Sulekha Banerjee*

Signature \_\_\_\_\_  
07 JUL 2013  
ADCL DIST. SUB-REGISTRAR  
ALPORA, SOUTH 24 PGS





Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (25) SRI SOURENDRA NATH CHATTERJEE

Signature : *Sourendra Nath Chatterjee*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (26) SRI ASHOK KUMAR CHATTERJEE

Signature : *Ashok Kumar Chatterjee*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (27) SRI INDRANIL MUKHERJEE

Signature : *Indranil Mukherjee*

Signature

07 JUL 2013

ADDL. DIST. SUB-REGISTRAR  
ALPORA, SOUTH 2A PGS.



2013

2013



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (28) SMT. AVA CHATTERJEE

Signature : *Ava Chatterjee*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (29) SRI SANKAR CHATTERJEE

Signature : *Sankar Chatterjee*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (30) SRI SIDDHARTHA CHATTERJEE

Signature : *Siddhartha Chatterjee*



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

07 JUL 2013

Signature.....



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (31) SMT. JAYASHREE SENAPATI

Signature : *Jayashree Senapati*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (32) SRI SUSHIL KUMAR CHATTERJEE

Signature : *Sushil Kumar Chatterjee*



Left Hand

Right Hand

	Thumb	First Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name : (33) SMT. ARATI CHATTERJEE

Signature : *Arati Chatterjee*





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

07 JUL 2013

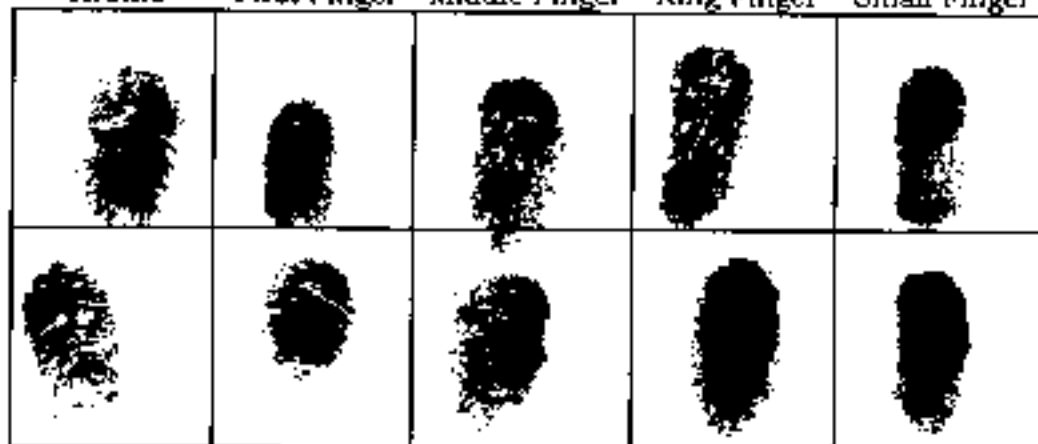
Signature.....



Left Hand

Right Hand

Thumb First Finger Middle Finger Ring Finger Small Finger



Name : (34) SRI SAMPRITI CHATTERJEE

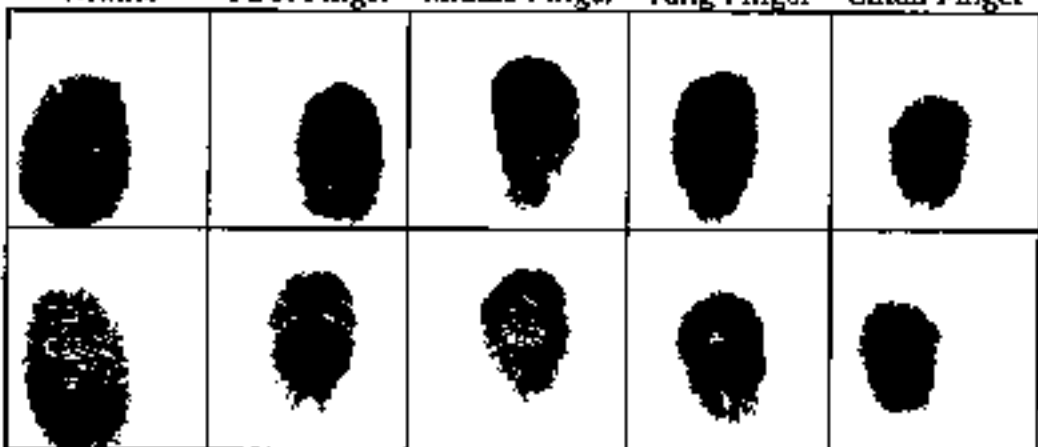
Signature :



Left Hand

Right Hand

Thumb First Finger Middle Finger Ring Finger Small Finger



Name : (35) SMT. MONALISA DUTTA

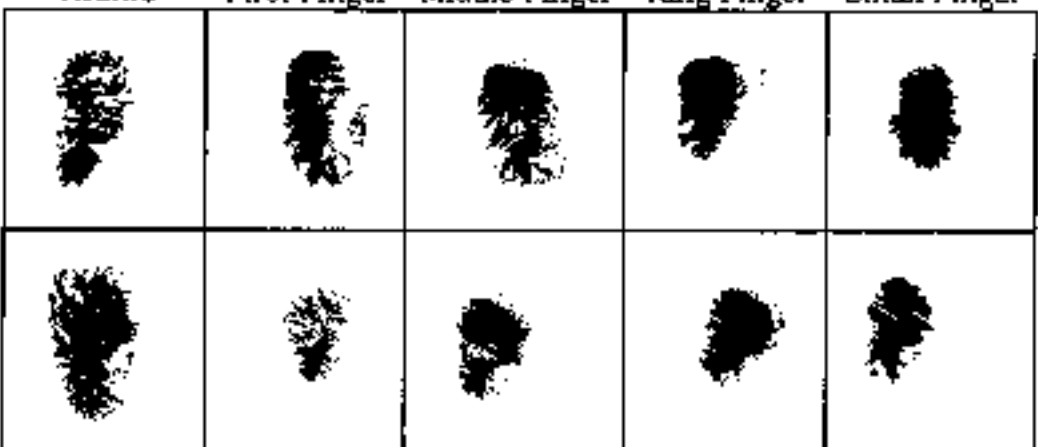
Signature :



Left Hand

Right Hand

Thumb First Finger Middle Finger Ring Finger Small Finger



Name : SRI AMARDEEP BHALOTIA

Signature :



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

07 JUL 2013

Signature.....