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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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1 AUG 2018

Bholanath Brahmachari

Bholanath Brahmachari

Jaganmala Mukherjee

Himadi Sarkar

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the

17th day of August 2018 (Two thousand eighteen)

BETWEEN

2nd
9.5
17-8-18

Bholanath Brahmachari

Bholanath Brahmachari

Japamala Mukherjee

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Himadri Chak

1) SRI JOY BRAHMACHARI, PAN - ATIPB8433F, by occupation Service, 2) SRI BRAHMACHARI, PAN - AJCPB8067D, by occupation: Legal Practitioner, 3) SUMANA CHAKRABORTY, PAN - AJTPC8517A, wife of Late Dulal Ranjan Chakrabarty by occupation housewife, 4) SMT SONA LAHIRI alias SMT. SUMITRA LAHIRI, PAN - ACTPLS846N, wife of Sri Alok Lahiri by occupation housewife, 5) SMT. CHANDRIMA CHAKRABORTY, PAN - AOXPC8797B, wife of Sri Bidyut Chakrabarty by occupation housewife, all the above, children of Late Tarak Nath Brahmachari, 6) SRI SAMBHU NATH BRAHMACHARY, PAN - AHDPB4501H, son of Late Sudha Ranjan Brahmachari, by occupation: Retired, No 1 to 6 represented by their constituted attorney SRI BHOLANATH BRAHMACHARI, son of Late Sudha Ranjan Brahmachari, by virtue of the Registered Power of Attorney 24.04.2011 & 06.12.2016 respectively which were registered at the office of A.D.S.R. Alipore, South 24 Parganas, and recorded in Book no IV, Volume No 3, Pages from 790 to 801, Being No 00935, for the year 2011 and Book No IV, Volume No IV, Volume No 1605, Pages from 20382 to 20399, Being No 16501270, for the year 2016 and 7) SMT. JAPAMALA MUKHERJEE, PAN - ALCPM1901B, wife of Sri

Bholanath Brahmachari

Bholanath
Brahmachari

Supriya Mukherjee

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Abhijit Mukherjee, daughter of Late Biswanath Brahmachari, by occupation: Housewife and 8) **SRI BHOLA NATH BRAHMACHARY**, PAN - ADBPM7786J, son of Late Sudha Ranjan Brahmachari, by occupation service all by religion: Hindu, all, of Premises No. 12, Chandi Ghosh Road, P.O. Regent Park, within Police Station - Regent Park, Kolkata 700040, District - South 24-Parganas, hereinafter jointly and severally called and referred to as the **OWNERS** (which term or expression shall by or repugnant to the context be deemed to mean and respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

MITRA GUHA ASSOCIATES, a Proprietorship Firm, having trade license no 000104006594 dated 16th December 2015 having its Registered Office at 10, Amita Ghosh Road, Kolkata 700029, PAN - AGEPG9058Q, having an another place of business at 7B, Kiron Shankar Roy Road, P.O. Hare Street, P.S. Hare Street, represented by its Proprietor **SRI HIMADRI GUHA**, PAN - AGEPG9058Q, son of Late Debabrata Guha, having his Office at 7B, Kiron Shankar Roy Road, Kolkata 700001, P.O. Hare Street, P.S. Hare Street, hereinafter called and referred to as the

Himadri Guha

Bholanath Brahmachari

Bholanath
Brahmachari
Laganul Mukherjee

Himadri Ghosh

DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS :-

1. One Tarak Nath Brahmachari, since deceased, Biswanath Brahmachari, since deceased, Sri Sambhu Nath Brahmachary and Sri Bholu Brahmachari, all sons of Late Suddha Ranjan Brahmachari, are the absolute joint Owners and are seized and possessed of the land messuage hereditaments and premises containing an area of measuring 1 (one) Bigha 9 (nine) Cottahs 10 (ten) Chittaks 35 (thirty five) Square feet be it little more or less together with building standing thereon known numbered and reputed as Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, within the limits of The Kolkata Municipal Corporation, District: South 24-Parganas, as shown and delineated in the Map or Plan annexed herewith and bordered "Blue" thereon as absolute joint owners free from all encumbrances, charges, liens, attachments and mortgages by inheritance

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Himshi Guha

from their father Suddha Ranjan Brahmachari, since deceased, who purchased the said land by virtue of Title Deed recorded in Book no. I, Volume No. 88, Pages from 267 to 269, Being No. 8627, for the year 1934, with the Office of the District Sub Registrar, at Alipore, South 24 Parganas, and are/were sufficiently entitled to the same in its indefeasible estate of inheritance.

2. The said Tarak Nath Brahmachari, since deceased, Biswanath Brahmachari, since deceased, Sambhu Nath Brahmachari and Sri Bholanath Brahmachari agreed to sell **ALL THAT** a piece or parcel of land messuages hereditaments and premises containing an area of 9 (nine) Cottahs 2 (two) Chittaks and 37 (thirty seven) Square feet be the same a little more or less as shown and delineated in the Map or Plan annexed therewith and bordered "Red" thereon and in addition the right of access through a 6.097 meter wide common passage in of the said Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, unto and in favour of M/s. Mitra & Guha Company, a Partnership Firm having its registered place of business at 7B, Kiran Shankar Roy Road, Kolkata 700001.

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- the Developer therein by virtue of an Agreement for Sale dated 16th day of December, 1991 and registered and recorded in Book No. 1, Volume No.305, Pages 450 to 459, Being No. 18230 for the year 1991, of the office of District-Registrar, Alipore, District: South 24-Parganas;
3. The said Tarak Nath Brahmachari died intestate on 12th October, 1995 leaving behind surviving him his wife Smt. Gouri Brahmachari, two sons namely, Sri Joy Brahmachari and Sri Jayanta Brahmachari and three daughters namely, Smt. Sumana Chakraborty, Smt. Sumitra Lahiri and Smt. Chandrima Chakraborty as his heirs and legal representatives in respect of his undivided 1/4th (one-fourth) share or interest in the said Premises No. 12, Chandi Ghosh Road, within Police Station Regent Park, Kolkata 700040, District: South 24-Parganas;
4. A deed of gift dated 19th August, 1997, made and executed by the said Sumana Chakraborty, Sumitra Lahiri and Chandrima Chakraborty, as Donors in favour of their brothers the said Joy Brahmachari and Jayanta Brahmachari, as Donees therein registered in the Office of Additional District Sub-Registrar at Alipore and recorded

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in Book No. I, Volume No. 201, Pages 399 to 408, Being No. 5216 for the year 1998, the said Donors gifted, transferred and conveyed **ALL THAT** their undivided $1/8^{\text{th}}$ (one-eighth) share or interest in the land measuring 1 (one) Bigha 9 (nine) Cottahs 10 (ten) Chittaks 35 (thirty five) Square feet be it little more or less together with building standing thereon known numbered and reputed as Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, within the limits of The Kolkata Municipal Corporation, District: South 24-Parganas, unto and in favour of the said Donees namely, said Joy Brahmachari and Jayanta Brahmachari :

5. The said Biswanath Brahmachari died intestate on 22nd December, 2007, leaving behind him surviving his wife Smt. Rina Brahmachari and only daughter namely, Smt. Japamala Mukherjee as his heirs and legal representatives in respect of his undivided $1/4^{\text{th}}$ (one-fourth) share or interest in the said property at Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, District: South 24-Parganas;

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6. The said Rina Brahmachari, wife of Late Biswanath Brahmachari, died intestate on 4th January, 2009, leaving behind her only surviving daughter Smt. Japamala Mukherjee as her only heiress and legal representative and her $1/8^{\text{th}}$ (one-eighth) share or interest in the said property at Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, District: South 24-Parganas, devolved upon her daughter, the said Japamala Mukherjee and she became the joint owners having $1/4^{\text{th}}$ (one-fourth) in the aforementioned property:
7. The said Gouri Brahmachari, Joy Brahmachari and Jayanta Brahmachari, Japamala Mukherjee, Sambhu Nath Brahmachari and Bholanath Brahmachari are the joint owners of **ALL THAT** piece and parcel of land measuring 1 (one) Bigha 9 (nine) Cottahs 10 (ten) Chittaks 35 (thirty five) Square feet be it little more or less together with old building standing thereon lying situate at and being Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, within the limits of The Kolkata Municipal Corporation, District: South 24-Parganas, out of which one **ALL THAT** piece or parcel of

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land measuring 9 (nine) Cottahs 2 (two) Chittaks 37 (thirty seven) Square feet be the same a little more or less on the South-Western portion of the aforementioned premises was agreed to be sold in favour of the Developer herein by an Agreement for Sale dated 16th day of December, 1991 and recorded in Book No. 1, Volume No.305, Pages 450 to 459, Being No. 18230 for the year 1991, of the office of District Sub-Registrar, Alipore, District: South 24-Parganas and the Owners herein are now absolute joint owners excepting the Developer's right of the 6.097 metre wide common passage and they, the Owners are seized and of **ALL THAT** land measuring 1 (one) Bigha 7 (seven) Chittaks 43 (forty three) Square feet be the same a little more or less being the remaining land of the said total land together with one storied old building standing thereon lying situate at and being Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040, within the limits of The Kolkata Municipal Corporation, District: South 24-Parganas, free from all encumbrances charges liens attachments mortgages etc. The said land measuring 1 (one) Bigha 7 (seven) Chittaks 43 (forty three)

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Jayanta Mukherjee

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Square feet be the same a little more or less being the remaining land of the said total land together with one storied old building standing thereon lying situate at and being Premises No, 12, Chandi Ghosh Road, within Police Station: Kolkata 700040, more fully described in the FIRST hereunder written and delineated in the Map or Plan and bordered in "Green" colour thereon is the matter of this Agreement.

8. The said Gouri Brahmachari, wife of Late Tarak Nath Brahmachari, died intestate on 20th July 2015 leaving behind her surviving her two sons namely Joy Brahmachari and Jayanta Brahmachari, the Owners No. 1 and 2 herein and three daughters namely, Smt. Sumana Chakraborty, Smt. Sumitra Lahiri and Smt. Chandrima Chakraborty as her legal heirs;
9. The said legal heirs of deceased Gouri Brahmachari are entitled to each having undivided 1/40th share being Premises No. 12, Chandi, Ghosh Road, within Police Station: Regent Park, Kolkata 700040;

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10. On 25th April, 2011, one Development Agreement by way of notarized dated 26.04.2011, was made by and between (1) Gouri Brahmachari, now deceased, (2) Sri Iov Brahmachari (3) Sri Jayanta Brahmachari, (4) Sambhu Nath Brahmachary, (5) Smt. Japamala Mukherjee and (5) Sri Bholanath Brahmachari, all of Premises No. 12, Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700040 AND M/s. Mitra & Guha Company, having its registered place of business at 7B, Kiran Shankar Roy Road, Kolkata 700001, represented by its one of the Partners Sri Himadri Guha but due to unavoidable circumstances namely the old age, one of the Partners of said M/s. Mitra & Guha Company namely, Sri Bimal Chandra Mitra, by an Agreement dated 15th January, 2016, expressed his inability, not to act into any development work in respect of the promotion of Premises No. 12, Chandi Ghosh Road, Kolkata 700040, as such, the said Agreement dated 15th January, 2016 made between the Partners of, said M/s. Mitra Guha Company; said Bimal Chandra Mitra handed over all the rights and obligations of the firm to the only other partner who has formed the

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present Developer Company Mitra Guha Associates, a Proprietorship Firm, run by Sri Himadri Guha, Proprietor, having its registered office at 10, Amita Ghosh Road, P.S. Ballygunge, Kolkata 700029 and an another place of business at 76, Kiron Shankar Roy Road, Kolkata 700001, and the present Developer Mitra Guha Associates have taken over all assets, liabilities, liens, opening stock, capital, loss and profit from the said erstwhile Developer Company namely said M/s. Mitra & Guha Company and the Development Agreement dated 25th April, 2011 be still subsisted in all respect;

11. The Owners are the absolute joint owners and are seized and possessed of **ALL THAT** land measuring 1 (one) Bigha 7 (seven) Chittaks 43 (forty three) Square feet be the same a little more or less excepting the Developer's right of the 6.097 metre wide common passage as those land / passage was merged with the land as per the said previous agreement dated 25th April 2011 and delineated in the map or plan annexed thereto and bordered in "Yellow" thereon together with old building standing thereon lying situate at and being Premises No. 12, Chandi Ghosh Road, within

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Police Station: Regent Park, Kolkata 700040, within the limits of The Kolkata Municipal District South 24-Parganas, particularly shown and delineated in the Map or Plan attached hereto and bordered in "Green" Colour thereon and more fully described in the **FIRST SCHEDULE** hereunder written, as absolute owners thereof free from all encumbrances, charges, liens, lispendens, attachments mortgages etc.;

12. In terms of the said Development Agreement dated 25th April, 2011, the Developer have prepared a Scheme Plan in consultation with an approval of the Owners for a Housing Complex in two Blocks namely Block-1 and Block-2 in respect of the land measuring 1 (one) Bigha 9 (nine) Cottahs 10 (ten) chittaks 35 (thirty five) Square feet be it little more or less together with old building standing thereon lying situate at and being Premises No. Chandi Ghosh Road, within Police Station: Regent Park, Kolkata 700 040, District South 24-Parganas, more fully and particularly described in the **FIRST SCHEDULE** hereunder written and shown and delineated Plan attached hereto and bordered in "Green" colour thereon;

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14. The Developer, submitted the Plan in Block- I before the Kolkata Municipal Corporation and the same has been sanctioned by the Kolkata Municipal Corporation having Building Permit No 2015100150 dated 9th December 2015 and the Developer on the strength of the said agreement dated 16th day of December, 1991 submitted the Plan for Block II before the said Kolkata Municipal Corporation and the same has been sanctioned by Kolkata Municipal Corporation having Building Permit No 2012100085 dated 22nd June 2012;
15. That the Owners shall be entitled to and the Developer after construction of the buildings in two Blocks in all respect in good habitable and tenatable condition, shall hand over and deliver possessions of the floor area and car parking spaces equivalent to $1/2$ (one-half), that is, 50% of the F.A.R as per Building Permit No 2015100150 dated 9th December 2015 including the car parking spaces for the land measuring 01 (one) Bigha 07 (seven) Chittaks 43 (forty three) Square feet morefully described in the **FIRST SCHEDULE** hereunder written in lieu of and towards the value of the said land described in the **FIRST SCHEDULE**

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hereunder written in the allocation and share of the Owners. The entire share and allocation of the Owners has been particularly described in the **SECOND SCHEDULE** hereunder written and hereinafter referred to as the "**OWNERS ALLOCATION**".

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. That the owner Nos. 1, 2, 3, 4, 5, 6, 7 & 8 shall in total receive (i) 21181 Square feet of super built areas of flats, (ii) 891 Square feet of super built up areas of office i.e. commercial space in the first floor, (iii) Nine and half numbers of covered car parking spaces and (iv) Eight numbers of open car parking areas as owners' allocation equivalent to the fifty percent of the F.A.R. obtained as per sanction plan in Building Permit No 2015100150 dated 9th December 2015 applicable for the land measuring 1 (one) Bigha 7 (seven) Chittaks 43 (forty three) Square feet morefully described in the First Schedule hereunder

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written to be divided among the individual Owners morefully described in the **SECOND SCHEDULE** hereunder written as outlined in the following paragraphs.

- a) That the Owners Nos 3, 4 & 5 namely (3) Smt. Sumana Chakraborty (4) Smt. Sumitra Lahiri and (5) Smt. Chandrima Chakraborty shall jointly receive a flat in the ninth floor having a superbuilt area of 905 square feet be it little more or less as mentioned in the **SECOND SCHEDULE** hereunder written settled as their total 1/40th shares in the property.
- b) That the Owners Nos 3, 4 & 5 have also agreed to provide necessary power of attorney and other documents in due course so that the developer may sell or transfer the developer's shares in the property.
- c) That the Developer shall handover to Owners nos. 1, 2, 6, 7 & 8 namely (1) Sri Joy Brahmachari, (2) Sri Jayanta Brahmachari, (6) Sri Sambhu Nath Brahmachary, (7) Smt. Japamala Mukherjee and (8) Sri Bholanath Brahmachari and each shall individually receive completed flats and car parking spaces as mentioned under their respective

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shares in their names in the **SECOND SCHEDULE** hereunder written.

2. That the Developer shall receive the remaining super built areas after providing the super built areas to the Owners as outlined in, the **SECOND SCHEDULE** hereunder written and the super built areas to be received by the Developer have been morefully described in the **THIRD SCHEDULE** hereunder written.
3. That the Developer shall handover and deliver vacant possession of the Owners' allocation in the proposed G+12 storied building after completion of the same within the stipulated time hereinafter mentioned as per specification mentioned in the Fifth Schedule hereunder written to the Owners herein to the extent of their share mentioned in the Second Schedule prior to handing over any other portions of the building to any of the intending purchaser.
4. That the portion of duplex flat at the North East side in the 11th floor, the office space in the first floor both in Block I and the covered car parking space marked 14 planned to be disposed with the office space in the First Floor

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morefully described in the **FOURTH SCHEDULE** hereunder written shall be sold only with the consent of all the Owners and the Developer and the sale proceeds thereof shall be divided among the Owners and the Developer as per super built areas mentioned for the said flat, office area and the covered car parking space in the **SECOND** and **THIRD SCHEDULE** hereunder written.

5. That each of the Owners and the Developer may sell any flat of their share as mentioned in the **SECOND SCHEDULE** & the **THIRD SCHEDULE** hereunder written at any time and at any price for which the other parties shall readily sign in the documents as required under the law save and except for the flat and the office space mentioned in the **FOURTH SCHEDULE** hereunder written for which prior consent of all the Owners and the Developer shall be taken before obtaining any advance, agreement or sale of the said super built areas and any agreement / documents in relation to the sale / advance of the Fourth Schedule property shall require signature of all the parties herein.

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6. It has been agreed that the Developer shall pay all the municipal taxes or levies due including the arrears till the date of sanction of the building plan in respect of the entire land at Premises No 12, Chandi Ghosh Road and shall do all acts deeds and things as may be required to be done by them in connection therewith. After the date of sanction and during the period of construction of the building municipal property taxes and other levies in respect of the said property described in the First Schedule hereunder written shall also be paid by the Developers solely. After handover and delivery of possession of the owners' allocation to the owners by the Developers, the owners and the Developers shall bear and pay the property tax of Kolkata Municipal Corporation proportionately according to the ratio of their allocation.
7. The developers shall at their own cost arrange for preparation and submission of the said plan to the Kolkata Municipal Corporation and take all necessary steps for getting the same sanctioned and obtain delivery of the sanctioned plan after payment of sanction fees at their cost and expenses.

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8. The Developers shall be entitled to receive advance from the intending purchasers of flat / flats / units and / or raise construction finance after sanction of the building plan exclusively for the portions of the buildings and car parking space in the ground floor in the said premises from the Developers' allocation to be owned and held by the Developers from any person or persons or institutions or in small lots by executing suitable agreement or action in which they shall sign as vendors or for which a separate power of attorney shall be provided by the Owners if so desired by Developers for entering into agreement for sale. The Developer shall hand over the Developers' allocation to the intending purchaser of their allocation provided the Developer handover and deliver possession of the owners' allocation to the owners in terms of this agreement at the first instance after completion of the building in all respect and after obtaining completion certificate of the said building / buildings in respect of the property at Premises No 12, Chandi Ghosh Road, Kolkata 700 040

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9. That the Developer shall start construction of the proposed G+12 storied building on the portion of the site more fully described in the **FIRST SCHEDULE** herein within two weeks from the date of execution and registration of this Development Agreement according to the sanctioned plan in Building Permit No 2015100150 dated 9th December 2015 at the exclusive costs, liabilities and responsibility of the Developers and complete construction thereof and finish the same in all respects according to the sanction plan together with modifications if any and the specifications of construction and provisions for amenities and facilities as mentioned in the specifications as mentioned in the **FIFTH SCHEDULE** hereunder written and shall complete the construction of the building within 3 (three) and $\frac{1}{2}$ (half) years from the date of execution and registration of this Development Agreement. Time in this respect is the essence of this agreement unless delay is caused due to force majeure as described herein.
10. A Force Majeure means any event or circumstances or combination of events these stated below that wholly or partly prevents or unavoidably delays the performance of

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its obligations under the contract, but only if to the extent that such events or circumstances are not within the reasonable control, directly or indirectly, of the Developer and could not have been avoided if the Developer had taken reasonable care or taken appropriate steps at appropriate time.

- (i) Act of God including but not limited to lightning, drought, fire and explosion (to the extent originally from a source external to the site), earthquake, volcanic eruptions, land slide, flood, cyclone, typhoon or tornado.
 - (ii) Any act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, terrorist, anti-social groups or military actions.
11. Immediately after the completion of the building in all respect on the said premises according to the specifications mentioned in the Fifth Schedule within the time mentioned above and after obtaining completion certificate from relevant authority the Developers shall hand over and deliver vacant khas possession to all Owners allocated portions i.e. flats / units and car parking

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Separate Plot/Space

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spaces in the said premises particularly described in the Second and Fourth schedule hereunder written in the owners' allocation free from all encumbrances, charges liens attachment liabilities mortgage etc. claim or demand in respect thereof. The developer declares unequivocally that if the developer fails to complete construction of the entire building / project in terms of this development agreement within the stipulated time i.e. within 3 (three) and 1/2 (half) years from the date of execution and registration of this agreement and additional time, if any for the cause of Force Majeure and deliver and hand over possession of the owners' allocation to the owners the developer shall bear and pay liquidated damages of Rs.1,00,000/- (Rupees One Lakh) only per month for the defaulting period and the owners jointly shall be entitled to receive the said sum of Rs.1,00,000/- (Rupees One Lakh) only per month from the developer till the owners' allocation in terms of this Agreement are being handed over to the owners herein.

12. The Owners in respect of the portion of the building and / or car parking space in the said premises owned held and possessed by themselves and /or their nominees or assignees and the Developers in respect of the portion of

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the building and car parking space in the premises intended to be built by the Developers for themselves and / or their nominees and assigns shall be entitled to proportionate share in the common areas and facilities more fully described in the **FIFTH AND SIXTH SCHEDULE** hereunder written and shall be proportionately liable for all costs and expenses of maintenance repair and all other outgoings in respect of the said premises and the buildings constructed thereon fully set out in the fifth schedule hereto.

13. The Developers are entitled to nominate and / or agreement to sale, sell the flats, units and car parking space of the developers' allocation of the said buildings to any purchaser or purchasers by execution of agreements for sale for which the Owners shall sign documents promptly or alternately a suitable power of attorney if desired by the Developer shall be given by the owners.
14. The Developer shall indemnify the Owners and the Owners shall not be liable or responsible from the effect of any accident, injury, loss of life or property damages from construction of the building. In the event of such accident,

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- the Developer shall take prompt action under the law to shield the Owners from any such liabilities.
15. The Developers shall within two months after the date of making over and delivery of possession of the owners' allocation to the owners herein or any time thereafter submit to the owners deed or deeds of conveyance mentioned above for their approval so that all the deeds of conveyance of the said premises is executed and registered. The developers shall sign and execution the said deeds of conveyance joining parties to the said deeds of conveyances.
 16. So long as the proportionate share of the building and / or of the car parking space and land that is owners allocation in the said premises belonging to the owners are not separately assessed for Municipal taxes, each of the owners and the Developers or its nominee or transferees shall pay proportionate share of such taxes and rates and other taxes levies and impositions on the premises.
 17. The intending flat purchasers of both the Owners' and the Developer's allocation shall pay additional charges to the

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Developer before obtaining possessions on account of maintenance charges, utility connection deposits and bills, sinking fund and others.

18. That the Developer and the Owners may if feasible choose to install twin car parking racks in their respective car parking spaces at their own costs.
19. The Owners and the Developers shall maintain at their own costs, the buildings and/or car parking spaces agreed to be acquired by them in good and proper state and conditions and shall abide by all laws, bye-laws or any other authorities and local bodies and shall join and maintain the property as per provisions of the West Bengal Apartment Ownership Act 1972 and / or shall form a society as may be agreed upon by the owners and the developers.
20. Neither the Developer nor the Owners or their nominees or any other persons shall have any right to install mobile phone or similar tower on the ultimate roof of the building.
21. The Owners and the Developers shall be bound from time to time and at all times to sign all papers and documents

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and to do all acts deeds and things as either of them may require to do for safeguarding the interest of the Developers or owners and/or transferees of the respective flats and car parking spaces.

22. Both the owners and the Developers hereby covenant to keep from time to time and at all times the flats parking space and / or the walls sewers drainages pipes landscaping and other fittings and fixture and appurtenances thereto belonging in good tenanted repair and shelter and protect the building.
23. The Owners and the Developers shall not use the flat and car parking space in such manner as may cause or likely to cause nuisance or inconvenience to the occupiers of any other flats or car parking spaces in the building or to the owners or occupiers of the neighbouring properties and shall not use the flat/s for any illegal or immoral purpose.
24. The Owners and the Developers shall not at any time demolish or cause to be demolished, damage or cause to be damaged the flats and car parking spaces or any part thereof and shall not at any time make or cause to be made

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Himanshu Chandra

any additions or alterations of whatsoever nature to the said flat and car parking spaces or any part thereof, which will prejudicially affect the safety, security or show or design thereof.

25. Time for doing acts deeds and things herein provided shall be deemed to be the essence of this agreement (unless delay be caused by force majeure) and in such case the Owner/Developers shall be entitled to all such relief as may be available in law and to enforce the rights and/or to claim damages and loss as may be sustained thereof.

26. That each of the above terms shall do form consideration for the other terms of this Agreement. That the Owners have every right to cancel the agreement if the Developer have failed to comply with any of the clause of the agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece or parcel of land messuage hereditaments and premises containing by estimation of an area of 1 (one) Bigha 7 (seven) Chittaks 43 (forty three) Square feet be the same a little more or less recorded in C.S. Dag Nos. 1569 and 1570, C.S.

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Amadi: C. S. S.

Khatian No. 760/12 of the District Settlement Record of Right of Mouza - Chandpur, J.L. No. 41. Additional District Sub Registrar office at Alipore, Post Office: Regent Park, Police Station: Regent Park, District: South 24- Parganas, together with old dilapidated building and structure having 9000 square feet in a scattered way standing thereon lying situate at and being Premises No.12, Chandi Ghosh Road, Kolkata -700040, as shown and delineated in the Map or Plan attached therein in the said Development Agreement dated 25.04.2011 and bordered "Green" therein and also the Map or Plan are attached herein shown border GREEN together with all easement rights, within Ward No. 97 of The Kolkata Municipal Corporation.

- ON THE NORTH :** By Nanda Lal Mitra Lane (Public Road);
- ON THE EAST :** By 30 ft. Chandi Ghosh Road (Public Road);
- ON THE SOUTH :** By partly portion of Premises No. 12, Chandi Ghosh Road and partly by Premises No. 11, Chandi Ghosh Road;
- ON THE WEST :** By Nanda Lal Mitra Road (Public Road);

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Himadri Chakraborty

THE SECOND SCHEDULE ABOVE REFERRED TO

(OWNERS' ALLOCATION)

ALL THAT super built areas equivalent to 50% (fifty percent) of the F.A.R. including the Car Parking Space as per sanctioned Plan in Building Permit No. 2015100160 dated 9th December, 2015 on the land measuring 1 (one) Bigha 7 (seven) Chittaks 43 (forty three) Square feet be it little more or less particularly described in the **FIRST SCHEDULE** mentioned hereinabove together with undivided proportionate share of the land appertaining thereto lying situate at and being part of Premises No. 12, Chandi Ghosh Road, Police Station: Regent Park, Kolkata 700040, District: South 24-Parganas together with all sorts of rights for use and enjoyment for common areas, common parts and common facilities as mentioned in the said Agreement dated 25.04.2011;

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Sl. No.	Block	Floor	Side / Designation	Super built area (sq. ft)
Flats or areas allotted to Sri Joy Brahmachari				
1.	I	First	Office (from South West part)	111 sq. ft.
	I	4 th	South East	1182 sq. ft.
	I	4 th	North West	905 sq. ft.
	I	2nd	North West(Part)	108 sq. ft.
			Total	2306 sq. ft.
	I	Ground	Open car parking No.15	1 No.
	I	-Do-	Covered parking no. 18	1 No.
	I	-Do-	6.25 % price of covered parking no 14	0.0625 No.
	I	Do	12.5% price of covered parking no 15	0.125 No.
	Flats or areas allotted to Sri Jayanta Brahmachari			
2.	I	1 st	Office (from South West part)	111 Sq. ft.
	II	Ground	South (Office)	150 Sq. ft.
	II	4 th	South West	965 Sq. ft.
	II	4 th	North West	1000 Sq. ft.
	I	2nd	North West(Part)	80 sq. ft.
			Total	2306 Sq. ft.
	I	Ground	Open parking no.16	1 No.
	II	Ground	Covered parking no. 4 in rear building	1 No.
	I	-Do-	6.25 % price of covered parking no 14	0.0625 No.
	I	Do	12.5% price of covered parking no 15	0.125 No.
Flat allotted to SMT. SUMANA CHAKRABORTY, SMT. SUMITRA LAHIRI & SMT. CHANDRIMA CHAKRABORTY				
I	9th	North West	905 Sq. ft.	
Flats or areas allotted to Sri Sambhu Nath Brahmachary				
3.	I	1 st	Office (from South West part)	223 Sq. ft.
	I	5 th	South East	1182 Sq. ft.
	I	5 th	South West	940 Sq. ft.
	I	5 th	North West	905 Sq. ft.
	I	5 th	North East	902 Sq. ft.
	II	1 st	North West	1000 Sq. ft.
	I	11 th	North East (Part)	140 Sq. ft.
	I	2nd	North West(Part)	226 sq. ft.
			Total	5518 Sq. ft.
	I	Ground	Open car parking no. 3 & 4	2 no.
I	Ground	Covered parking nos, 16 & 17	2 no.	
I	-Do-	12.5 % price of covered parking no 14	0.125 No.	

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	f	Do	25% price of covered parking no 15	0.25 No
Flats or areas allotted to Smt. Japamala Mukherjee				
	1	1 st	Office (from South West part)	223 Sq. ft.
	1	2 nd	South West	1033 Sq. ft.
4.	1	10 th	South East	1182 Sq. ft.
	1	10 th	South West	940 Sq. ft.
	1	10 th	North West	905 Sq. ft.
	1	10 th	North East	902 Sq. ft.
	1	11 th	North East (Part)	107 Sq. ft.
	1	2 nd	North West(Part)	226 sq. ft.
			Total	5518 Sq. ft.
	1	Ground	Open Car Parking No 1 & 2	2 No
	1	Ground	Covered car parking nos. 10 & 13	2 no.
	1	-Do-	12.5 % price of covered parking no 14	0.125 No.
	1	Do	25% price of covered parking no 15	0.25 No
Flats or areas allotted to Sri Bholanath Brahmachari				
5.	1	1 st	Office (from South-West part)	223 sq. ft.
	1	8 th	South-East	1182 sq. ft.
	1	8 th	South-West	940 sq. ft.
	1	8 th	North-West	905 sq. ft.
	1	8 th	North-East	902 sq. ft.
	1	11 th	North East (Part)	140 sq. ft.
	11	2 nd	North-West	1000 sq. ft.
	1	2 nd	North West(Part)	226 sq. ft.
			Total	5518 Sq. ft.
	1	Ground	Open car parking no 13 & 14	2 nos.
	1	Ground	Covered car parking nos: 11 & 12	2No
	1	-Do-	12.5 % price of covered parking no 14	0.125 No.
	1	Do	25% price of covered parking no 15	0.25 No

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THIRD SCHEDULE ABOVE REFERRED TO :-

(Developer's allocation)

<u>Sl. No.</u>	<u>Block</u>	<u>Floor</u>	<u>Side / Designation</u>	<u>Super built area (sq. ft.)</u>
	1	1 st	Office (North East part)	
	1	1 st	North East	891 sq. ft.
	1	2 nd	South East	902 sq. ft.
	1	2 nd	North West(Part)	1274 sq. ft.
		2 nd	North East	39 sq. ft.
	1	3 rd	South East	964 sq. ft.
	1	3 rd	South West	1182 sq. ft.
	1	3 rd	North West	940 sq. ft.
	1	3 rd	North East	905 sq. ft.
	1	4 th	South West	902 sq. ft.
	1	4 th	North East	940 sq. ft.
	1	6 th	South East	902 sq. ft.
	1	6 th	South West	1182 sq. ft.
	1	6 th	North West	940 sq. ft.
	1	6 th	North East	905 sq. ft.
	1	7 th	South East	902 sq. ft.
	1	7 th	South West	1182 sq. ft.
	1	7 th	North West	940 sq. ft.
	1	7 th	North East	905 sq. ft.
	1	9 th	South East	902 sq. ft.
	1	9 th	South West	1182 sq. ft.
	1	9 th	North East	940 sq. ft.
	1	11 th	South East	902 sq. ft.
	1	11 th	South West	1182 sq. ft.
	1	11 th	North West (Duplex)	940 sq. ft.
	1	11 th	North East (Part) (Duplex)	1673 sq. ft.
	1	12 th	South East	1273 sq. ft.
				1182 sq. ft.

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I	12 th	South West	
II	Gr.	South West (Office)	940 sq. ft.
II	1 st	South West	210 sq. ft.
II	1 st	South East	965 sq. ft.
II	2 nd	South West	1240 sq. ft.
II	2 nd	South East	965 sq. ft.
II	3 rd	South West	1240 sq. ft.
II	3 rd	North West	965 sq. ft.
II	3 rd	South West	1000 sq. ft.
II	4 th	South East	1240 sq. ft.
I	Ground	Covered car parking nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, & 50% of 14	9.5 Nos.
I	Ground	Covered car parking no 19 in interchange with Sri Jayanta Brahmachari for covered car parking no 4 in rear building	1 No
I	Ground	Open car parking nos. 5, 6, 7, 8, 9, 10, 11, 12,	8 Nos.
II	Ground	Covered car parking Nos. 1, 2, 3, 5, 6, 7, 8 and 9	8 Nos.

THE FOURTH SCHEDULE ABOVE REFERRED TO

ALL THAT (i) the office space in the South-East side measuring 891 square feet being the Owners' half share proposed to be separated from the sanctioned commercial area in the first floor South East side and (ii) the portion of the duplex flat measuring 387 square feet being the Owner's share in the North-East side of

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Sapana, Mukherjee

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Himadri Chakraborty

the 11th floor (iii) 866 Square feet of covered area being the owners share in 2nd Floor Flat in North West Side (iv) Fifty percent of the covered car parking space No 14 to be attached to the office space in the First Floor, all in Block-1 and also detailed in the **SECOND SCHEDULE** herein above lying and situated at Premises no. 12, Chandi Ghosh Road, Police Station Regent Park, Kolkata - 700 040.

THE FIFTH SCHEDULE ABOVE REFERRED TO

All R.C.C. structure brick built self contained individual flats / units and proportionate share of the car parking spaces in the proposed front block to make up to the fifty percent share of F.A.R more fully described herein above shall be constructed of the specifications mentioned in the following :-

- a) Aluminum windows with steel grills.
- b) Flush door shutter with aluminum fittings and enamel paints.
- c) Terrazzo mosaic flooring excepting the four number flats to be used by the Owners shall be finished with marble floorings.

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Himadri Chakrabarti

- d) Plaster of Paris finished wall with a coat of cement primer.
- e) Black stone kitchen table with integrated sink.
- f) ESSCO or equivalent C.P. fittings in bathrooms and kitchen.
- g) Parry / Nycer or equivalent porcelain fittings in bathroom.
- h) Copper wire concealed wiring with Anchor or equivalent switches.
- i) Car parking spaces shall be completed with plastered wall, white wash and IPS flooring.

THE SIXTH SCHEDULE ABOVE REFERRED TO

- a) The entire land comprised in the premises.
- b) The open space around the building & spaces within the building comprised of the entrances thereto staircases landings lift wall and also the toilet and lobbies.
- c) The foundation columns girders beams supports main walls, the main gate of the premises and the passages leading to the building and the staircases.

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Lopamudra Mukherjee

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- d) The installation for common services such as the drainage systems in the premises water supply arrangements in the premises and electric connections and telephone connections to the premises.
- e) Reservoir in the ground floor and on the top floor of the building pump motor pipes ducts and all apparatus and installation in the premises existing for common.
- f) The operation and maintenance of electrical fittings in common areas, lift, pump and such facilities.
- g) All other areas facilities and amenities in the premises which are intended for common use as decided by the Developer after construction of the building.

THE SEVENTH SCHEDULE ABOVE REFERRED TO

1. The expenses of maintaining, repairing and renewing the structure and utilities in all common areas contained in the schedule herein. The costs of cleaning and lighting the common areas and spaces around the building, lobby corridors and staircases.

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3. Costs of repairing and decorating the exterior of the premises.
4. All municipal taxes and taxes (both in owners share and in occupiers share) and all outgoings surcharges and impositions now in force or which may hereafter be imposed including interest or penalty accrued thereon.
5. Salary wages fees and remuneration of lawyers, professionals, security, technicians, workmen for maintenance and protection of the said premises and administration and management of the affairs thereof.
6. All expenses of common services and in connection with common areas and facilities like pump.
7. Premium for insurance of the premises against earthquake and fire, if any. All costs for formation of the associations.
8. Such expenses as are necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas facilities and amenities.

Bholanath Brahmachari

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Brahmachari

Japamala Mukherjee

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H. Mohan Chatterjee

IN WITNESS WHEREOF the parties hereto have put their respective signature and seals on the day, the month and the year first above written.

SIGNED, SEALED & DELIVERED

By the within named OWNERS
at Kolkata in presence of:

1. *Sudhakar Kumar*
Advocate
Judge's Lane Alipore
Kolkata 700027.

2. *Biswanath Ray*
18 Judge's Court Road
Post & P.S. - Alipore
Kolkata - 700027.

For and on behalf of 1) SRI JOY
BRAHMACHARI, Mob. No.9893132759, 2)
SRI JAYANTA BRAHMACHARI, Mob.
No.9831161740, 3) SUMANA
CHAKRABORTY, Mob. No.8902647267, 4)
SMT SONA LAHIRI alias SMT. SUMITRA
LAHIRI, Mob. No.9432882220, 5) SMT.
CHANDRIMA CHAKRABORTY, Mob.
No.9432980379, 6) SRI SAMBHU NATH
BRAHMACHARY Mob. No.9903419180, as
the Constituted Attorney SRI BHOLA
NATH BRAHMACHARY,
7) SRI BHOLA NATH BRAHMACHARY,
Mob. No.9874929249,

Bholanath Brahmachari
Japamala Mukherjee

8) SMT. JAPAMALA MUKHERJEE, Mob.
No.8910821875

SIGNATURE OF THE OWNERS

Bhotanath Bratmanthani

Bhotanath Bratmanthani

Saparnala Mukherjee

Himadri Guha

SIGNED, SEALED & DELIVEREDBy the within named DEVELOPER
at Kolkata in presence of:1. *Suniti Kumar Mandal*
Advocate2. *Biswanath Ray**Himadri Guha***SRI HIMADRI GUHA**
Prop. Of MITRA GUHA ASSOCIATES

SIGNATURE OF THE DEVELOPER

Drafted by :-

Suniti Kumar Mandal

(SUNITI KUMAR MANDAL)

Advocate

Enrolment no. WB-317/1997

Alipore Judges' Court,

Kolkata - 700 027.

Computer typed by :-

*Sudip Daler*Alipore Judges' Court,
Kolkata - 700 027.

10-11-1954 - 10-11-1954 TEN FINGERPRINTS



Bholanath Brahmachari

Little	Index	Middle	Fore	Thumb
(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

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(Left Hand)				
Thumb	Fore	Middle	Ring	Little
(Right Hand)				

Lapamul Mukhye



Lapamul Mukhye

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(Left Hand)				
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(Right Hand)				



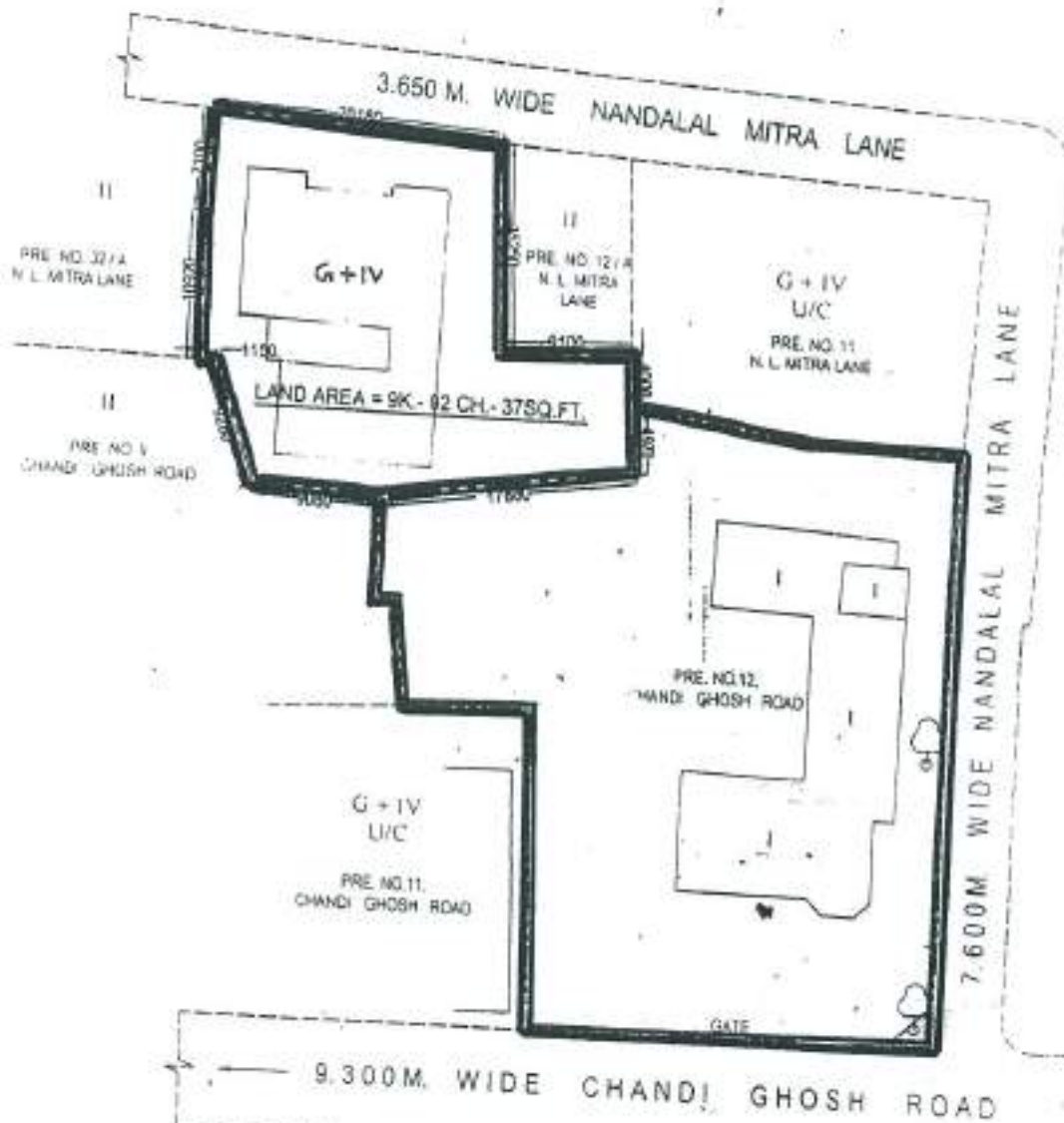
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Thumb	Fore	Middle	Ring	Little
(Right Hand)				

SITE PLAN OF PREMISES NO.12,
CHANDI GHOSH ROAD, WARD NO. 97,
P.S. - REGENT PARK, KOLKATA - 40.



SCALE = 1:500



Bholamath Brahmachari

Japamals Mukherjee

Himadri Ghose

Bholamath Brahmachari

S. Manna
DRAWN

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2018, Page, from 180382 to 180449

being No 160505697 for the year 2018.



Digitally signed by MD SHADMAN
Date: 2018.08.28 16:54:00 +05:30
Reason: Digital Signing of Deed.

Md Shadman

(Md Shadman) 28/08/2018 16:53:57
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)