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HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

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

District Sub-Registrar-II
Alipore, South 24 Parganas

13 APR 2017

DEVELOPMENT AGREEMENT

1. Date: 12th Day of April, 2017
2. Place: Kolkata
3. Parties:

- 3.1 **Vinita Roy**, (PAN-AJOPR6270L) wife of Late Somnath Roy, residing at Flat No. 9A & B, 9th Floor, "Lake Towers", 87, Dr. Meghnad Saha Sarani, Kolkata-700029
- 3.2 **Sourov Roy**, (PAN-ADCPR3737J) son of Late Somnath Roy, residing at Flat No. 9A & B, 9th Floor, "Lake Towers", 87, Dr. Meghnad Saha Sarani, Kolkata-700029
- 3.3 **Sajeew Roy**, (PAN-AEKPR6709R) son of Late Somnath Roy, residing at Flat No. 9A & B, 9th Floor, "Lake Towers", 87, Dr. Meghnad Saha Sarani, Kolkata-700029.

(collectively **Owners**, include successors-in-interest and/or assigns)

And

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28 MAR 2017

No.....Rs. 100/- Date.....

Name:- S. R. Das

Advocate

Address:- Alipore Police Court, Kol-27

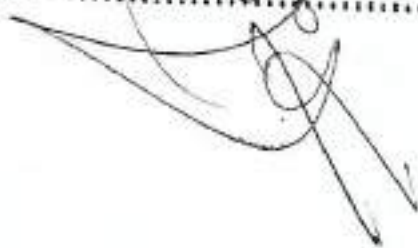
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SUBHANKAR DAS

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Alipore Police Court, Kol-27

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District Sub-Register-II
Alipore, South 24 Parganas

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Pradeep Roy
S/o. Mr. Primal Roy
Alipore Police Court
Kol-27

3.4 **Hi-Rise Apartment Makers Private Limited**, (PAN: AAACH6689R) a company incorporated under the Companies Act, 1956, having its registered office at 79B, Rash Behari Avenue, Kolkata-700026, represented by its Director, **Ajoy Sen**, (PAN AJFPS6224A) son of Badal Krishna Sen, residing at 79B, Rash Behari Avenue, Kolkata-700026

(Developer, include successors-in-interest and/or assigns).

Owners and Developer individually **Party** and collectively **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement:

4.1 **Development of Premise:** Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of land admeasuring **11 (eleven) cottah 7 (seven) chittack together with** structures thereon, situate, lying at and being Municipal Premise No. 249B, Upendra Nath Banerjee Road, Kolkata – 700 060, Police Station– Behala, within Ward No. 131 of the Kolkata Municipal Corporation (KMC), Sub-Registration District Alipore, District South 24 Parganas called hereinafter **(the Premise)**, as morefully described in the **1st Schedule** below , by construction of ready-to-use new residential buildings on the Premise called hereinafter as **New Buildings** for sake of brevity.

4.2 **Allocation and Demarcation of Respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owners and the Developer in the New Building to be constructed on the Premise has been more fully described in *clause no. 11 to 13* hereinafter.

5. Representations, Warranties and Background:

5.1 **Owners' Representations:** The Owners have represented and warranted to the Developer as follows:

5.1.1 **Absolute Ownership and Marketable Title:** By virtue of the events and in the circumstances described in the **2nd Schedule** below (**Devolution Of Title**), the Owners became and are the joint and absolute owners of the Properties and the right, title and interest of the Owners to the Properties is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien, charge, reversionary right, testamentary right, covenant for maintenance, right of residence, *lis pendens* etc.

5.1.2 **Mutation:** The Owners have mutated their names as the recorded owners of the Premise in the records of the Kolkata Municipal Corporation (KMC).

5.1.3 **Owners to Ensure Continuing Marketability:** The Owners shall ensure that Owners' title to the Premise shall continue to remain marketable and free from all encumbrances till the completion of the development of the Premise.

5.1.4 **No Previous Agreement:** The Owners have not entered into any agreement for sale or lease or transfer or development of the Premise with any person or persons.

5.1.5 **No Requisition or Acquisition:** The Premise is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.

5.1.6 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.

5.1.7 **No Prejudicial Act:** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment of and grant of rights to the Developer under this Agreement.



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District Sub-Registrar-II
Alipore, South 24 Parganas

13 APR 2017

5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:

5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Premise, *inter alia* by way of construction of the New Building on the Premise.

5.2.3 **No Abandonment:** The Developer shall not abandon, delay or neglect the project of development of the Premise and shall accord the highest priority, financial as well as infrastructural, to the development of the Premise.

5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

5.3 **Decision to Develop:** The Owners decided to develop the Premise. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Premise by constructing the New Buildings (**Project**).

5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondences and agreements, if any, (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. Basic Understanding:

6.1 **Development of Premise by Construction of New Buildings:** The Parties have mutually decided to take up the Project, i.e. the development of the Premise by construction of the New G+3 Buildings thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

6.2 **Necessary Permission:** In pursuant to the Development Agreement executed between the Owners and the Developer on 4th day of February, 2011, the Developer has already obtained at its cost and endeavor the necessary Sanction and permission for construction of the new building from the following authorities:

6.2.1 **Block & Land Revenue office**

6.2.2 **Urban Land Ceiling & Regulation**

6.2.3 **Kolkata Municipal Corporation**

6.2.4 **Airport Authority of India**

6.3 **Nature and Use of New Building:** The New Building shall be constructed in accordance with architectural plan No. 2016140311 dt. 10.03.2017 (**Building Plan**) prepared by an Architect appointed by the Developer (**Architect**) and sanctioned by the KMC vide Sanctioned No. and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential G+3 building with specified areas, amenities and facilities to be enjoyed in common.

7. Appointment and Commencement:

7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners hereby appoint the Developer as the developer of the Premises along with the Common Passage with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. Sanction and Construction:

- 8.1 **Sanction of Building Plan:** The Developer (as the agent of the Owners but at its own costs and responsibility) has already obtained sanction of the Building Plan from the Planning Authorities. In this regard it is clarified that (1) full potential of FAR of the Premise has been utilized for construction of the G+3 storied New Building (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals required for the Project (including final sanction of the Building Plan and Occupancy Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.
- 8.2 **Architects and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility in any manner whatsoever now or future.
- 8.3 **Construction of New Buildings:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, demolish the existing structure on the Premise and construct, erect and complete the New Buildings of G+ 3 storied on the Premise after gifted a land of 8 feet wide from the frontage to KMC as per building rule, in accordance with the sanctioned Building Plan.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that, the Developer shall commence the foundation work of the New Building and complete the New Building within a period of 30 (thirty) months from the commencement of foundation work (**Completion Time**), i.e. within 15th day of October, 2019.
- 8.5 **Common Portions:** The Developer shall at its own costs install and erect in the New Building common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, semi underground reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the New Building (**Units**), the intending purchasers (collectively **Transferees**) and the Owners shall pay the deposits demanded by CESC Limited and other agencies and the Owners shall also pay the same for the Units in the Owners' Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owners and the Developer, to the extent of unsold or retained Units in the New Building in respect of their respective allocations.
- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials. All liability and responsibility including that of payments shall be of the developer.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Premise, upon payment of all usage charges. However, cost and expenses of such connection will be borne by the Developer.

8.8 **Modification:** Any amendment or modification to the Building Plan may be made or caused to be made by the Developer in consultation with the Owners, within the permissible limits of the Planning Authorities and/or sanctioned under Rule 25 of the KMC Building Rules.

8.9 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Premise and/or which may affect the mutual interest of the Parties. The Owners shall provide all co-operation that may be necessary for successful completion of the Project.

9. Possession:

9.1 **Vacating:** The Owners shall handover *Khas, vacant, peaceful and physical* possession of the Premises to the Developer for the purpose of execution of the Project by virtue of entering into and signing this Agreement.

10. Powers and Authorities:

10.1 **Power of Attorney for Building Plan Sanction:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plan sanctioned/revalidated/modified/alterd by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building.

10.2 **Power of Attorney for Construction and Sale of Developer's Allocation:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for construction of the New Building and booking and sale of the Developer's Allocation (defined in *Clause 12.1* below).

10.3 **Further Acts:** Notwithstanding granting of the aforesaid Powers of Attorney, the Owners hereby undertake that they shall execute and sign on, as and when necessary, all papers, documents, plans etc. for enabling the Developer to perform all obligations under this Agreement.

11. Owners' Consideration:

11.1 **Owners' Allocation:** The Developer shall, at its own costs and expenses, construct, finish, complete and make available to the Owners in tenantable and complete habitable condition and according to the Building Plan, the allocation for the Owners in the New Building in the following manner:

- (1) Owners will be jointly entitled to the 35% of the total constructed area as per the sanctioned Building Plans and 35% of car parking spaces in the ground floor of the New Building.
- (2) Proportionate share of the ground floor in the New Building after adjusting the car parking spaces and
- (3) Undivided Proportionate share in the roof of the New Building including the area for access to Common Portions on the roof (collectively **Owners' Allocation**).

It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible proportionate share in (1) the Common Portions and (2) the land contained in the Premise.

12. Developer's Consideration:

12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to:

- (1) Balance 65% of the total constructed area in the New Building after making provision for the Owner's Allocation and the balance 65% car parking spaces after making provision for the Owner's Allocation in the ground floor of the New Building.
- (2) Proportionate share of the ground floor in the New Building after adjusting the car parking spaces and

- (3) Undivided Proportionate share in the roof of the New Building including the area for access to Common Portions on the roof (collectively **Developer's Allocation**).

It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible proportionate share in (1) the Common Portions and (2) the land contained in the Premise.

13. Dealing with Respective Allocations:

- 13.1 **Owners' Allocation:** The Owners shall be exclusively entitled to the Owners' exhaustive Allocations Flats as follows, with exclusive right to transfer or otherwise deal with the same in any manner the Owners deem appropriate, without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Owners' Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.

BLOCK	1	1	2	2	3	3
FLOOR	2	2	2	2	1	1
FLAT NO	2A	2B	2C	2D	1E	1F

And 35% of Car Parking Spaces on the Ground Floor of the New Building to be constructed.

- 13.2 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocations Flats as follows with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.

BLOCK	1	1	2	2	3	3
FLOOR	1	3	1	1	2	2
FLAT NO	1A & 1B	3A & 3B	1C & 1D	3C & 3D	2E & 2F	3E & 3F

And 65% of Car Parking Spaces on the Ground Floor of the New Building to be constructed.

- 13.3 **Transfer of Developer's Allocation:** In consideration *inter alia* of the Developer constructing and handing over the Owners' Allocation to the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Premise and the Building Plan as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer, in favour of the Transferees nominated by the Developer. On behalf of the Owners, such conveyances shall be signed by the nominee of the Developer, who shall be appointed as the constituted attorneys of the Owners.
- 13.4 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 13.5 **Cost of Transfer:** The costs of such conveyances including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Transferees.

14. Municipal Taxes and Outgoings:

- 14.1 **Taxes Relating to Premise:** All Municipal rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Premise relating to the period prior to the date of sanction of the Building Plan shall be borne, paid and discharged by the Owners. It is made specifically clear that all Rates outstanding upto the date of sanction of the Building Plan shall remain the **liability of the Owners** and such dues shall be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto. On execution of this agreement, the Developer shall be liable and responsible to meet, bear and pay all outgoings including the Municipal Property Taxes in respect of the said premises.

15. Possession and Post Completion Maintenance:

- 15.1 **Possession of Owners' Allocation:** Within 30 (thirty) days from the date of the New Building being completed with Occupancy Certificate from the KMC or the nearest ritually suitable date, whichever be later, the Owners upon intimation/invitation by the Developer shall take possession of the Owners' Allocation in habitable condition and if the Owners do not take such possession, it shall be deemed that the Developer has delivered possession to the Owners.
- 15.2 **Possession Date and Rates:** On and from such date of the Owners taking physical possession or deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective allocations.
- 15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the other.
- 15.4 **Maintenance:** The Developer and the Owners shall jointly and mutually frame a scheme for the management and administration of the New Building. The Owners hereby agree to abide by all the rules and regulations to be framed by the Developer for the management of the affairs of the New Building.
- 15.5 **Maintenance Charge:** The Transferées and the Owners shall manage and maintain the Common Portions and services of the New Building [if necessary, by forming a body of flat owners of the New Building (**Association**)] and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

16. Common Restrictions:

- 16.1 **Applicable to Both:** The Owners' Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions as are applicable to multi-storied ownership building, intended for common benefit of all occupiers of the New Building.

17. Obligation of Developer:

- 17.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Premise within the Completion Time.
- 17.2 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use.

- 17.3 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 17.4 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct both the New Buildings as per the specifications given the 3rd Schedule below (**Specifications**).
- 17.6 **Commencement of Project:** The development of the Premise shall commence as per the Specifications, Building Plan, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, and the Owners are having no responsibility in respect thereof in any manner whatsoever.
- 17.7 **Construction at Developer's Cost:** The Developer shall construct the New Building at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the Developer or person liable to pay such tax in accordance with law.
- 17.9 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plan and execution of the Project. The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 17.10 **No Assignment:** The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owners.
- 17.11 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of law, regulation or rule applicable to construction of the New Building.
- 17.12 **No Obstruction in Dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.
- 17.13 **No Possession to Third Party:** The Developer hereby agrees and covenants with the Owners not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owners' Allocation is delivered to the Owners in the manner mentioned in *Clauses 15.1 and 15.2* above **provided however** this shall not prevent the Developer from entering into any agreement for sale or agreement for transfer or to deal with the Developer's Allocation.

18. Obligations of Owners:

- 18.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions including mutation of the name of the Owners as the recorded owners of the Premise in the records of the KMC, required for development of the Premise.

- 18.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation and information relating to the Premise as may be required by the Developer from time to time.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the New Building.
- 18.6 **No Dealing with the Premise:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Premise described in the 1st Schedule below or any portions thereof save in the manner envisaged by this Agreement.

19. Indemnity:

- 19.1 **By Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise.
- 19.2 **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Premise or any of the Representations of the Owners being incorrect.

20. Miscellaneous:

- 20.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 20.2 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 20.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 20.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 20.5 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 20.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 20.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need

authority of the Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.

20.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

20.9 **Taxation:** 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. Similarly, the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

20.10 **Name of New Building:** The name of the New buildings will be "**HI-RISE SOMNATH TOWERS**" or as will be mutually decided by the Developer and the Owners.

20.11 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Premises or any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the Premises in terms of this Agreement **provided however** the Developer shall be entitled to borrow money for the Project in the manner stated in this Agreement without creating any financial liability on the Owners or affecting its estate and interest in the Premises.

21. Defaults:

21.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages.

22. Force Majeure:

22.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally indement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labour unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

23. Entire Agreement:

23.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written, but does not supersede any document signed contemporaneously.

24. Counterparts:

- 24.1 **All Originals:** This Agreement is being executed simultaneously in duplicate and each copy shall be deemed to be an original and both copies shall together constitute one instrument and agreement between the Parties. One copy shall be retained by the Developer and another by the Owners.

25. Amendment/Modification:

- 25.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties.

26. Notice:

- 26.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgement due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) if sent by registered post or courier service, on the 4th day of handing over the same to the postal authorities/service provider. The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.
- 26.2 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served.

27. Arbitration:

- 27.1 **Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.
- 27.2 **Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration in terms of the Arbitration and Conciliation Act, 1996.
- 27.3 **Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.
- 27.4 **Disputes Between Owners:** All disputes *inter se* between the Owners in respect of any aspect or issue arising out of this Agreement shall be resolved in the same manner through arbitration as mentioned in Clauses 27.1, 27.2, 27.3 above, *mutatis mutandis* excepting that the Arbitration Tribunal shall consist of a Sole Arbitrator to be mutually appointed by all the Owners.
- 27.6 **Disputes Between Owners not to Affect Agreement:** The Owners and each of them confirm, assure and undertake to the Developer that any dispute *inter se* between the Owners shall not in any way affect this Agreement and/or the development of the Said Properties in terms hereof. The Owners shall take particular care to ensure that such disputes do not adversely affect or interfere with the construction of the New Building and the sale of the Units.

28. Jurisdiction

- 28.1 **Court:** In connection with the aforesaid arbitration proceedings, the courts at the District Court having territorial jurisdiction over the Premise and the High Court only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

29. Rules of Interpretation

- 29.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the 1st & 2nd Premise, the New Building and/or the respective allocations of the Parties therein.
- 29.2 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.
- 29.3 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 29.4 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 29.5 **Headings:** In this Agreement, heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
- 29.6 **Definitions:** In this Agreement, the words put in brackets and in bold prints define the word, phrase and expression immediately preceding.

1st Schedule (Premise) Part I

land admeasuring 11 (eleven) cottah 7 (seven) chittack together with structures measuring 250 square feet thereon, situate, lying at and being Municipal Premise No. 249B, Upendra Nath Banerjee Road, Kolkata – 700 060, Police Station– Behala, within Ward No. 131 of the Kolkata Municipal Corporation (KMC), Sub-Registration District Alipore, District South 24 Parganas and delineated on the **Plan** attached and bordered in colour **Red** thereon and butted and bounded as follows:

On The North	By land of Pares Manna
On The East	By a two storied building
On The South	By 12 feet wide Municipal Road Upendra Nath Banerjee Road, ✓
On The West	By Land of Ratan Mondal

2nd Schedule (Devolution Of Title)

1. **Possession of Land:** One Debabrata Bose son of Dr. Parimal Bose residing at 28, Ripon Street, Calcutta was seized and possessed of or otherwise well and sufficiently entitled to all that piece or parcel of Mourashi Makarari land now Rayati Land measuring 1 Bigha 3 Cottahs and 10 Chittacks be the same a little more or less situated in Mouza Bahala called as Nashkarpura Under Police Station Behala, Sub-Registry Office Behala, Pargana Balia, Touzi No. 346, J.L.No. 2, R.S.Dag No. 83 within

limits of the then South Suburban Municipality now Calcutta Municipal Corporation – S.S.Unit appertaining to R.S.Dag No. 91 in R.S.Khatian No. 138 purchased in the Benami of Sri Profulla Kumar Chatterjee in Title Execution case No. 20 of 1946 in the Court of the 3rd Sub-judge, Alipore in which execution case Durlav Chandra Das was the Decree-holder and Gobinda Koley and others were the Judgment-debtors and took Khas possession of the said Properties and enjoying the right, title and interest of the same without any interruption and eviction.

2. **Conveyed by Debabrata Bose:** For legal necessities the said Debabrata Bose sold and conveyed the said Rayati Bastu land measuring 1 Bigha 3 Cottahs and 10 Chittacks be the same a little more or less situated in Mouza Bahala called as Nashkarpara Under Police Station Behala, Sub-Registry Office Behala, Pargana Balia, Touzi No. 346, J.L.No. 2, R.S.Dag No. 83 within limits of the then South Suburban Municipality now Calcutta Municipal Corporation – S.S.Unit appertaining to R.S.Dag No. 91 in R.S.Khatian No. 138 in favour of Smt. Santilata Roy, wife of Late Satyendra Nath Roy by a Deed of Conveyance dated 12th March, 1952 registered in the office of the Sub-Registrar of Alipore vide Book No. I, Volume No. 35, Pages 65 to 69, Being No. 1568 for the year 1952.
3. **Mutated by Santilata Roy:** After purchasing the said land, Santilata Roy mutated her name in the office of the Collector of 24 Parganas and in the office of the then South Suburban Municipality paying usual taxes.
4. **Demise of Santilata Roy:** On or about 6th February, 1971, Santilata Roy, a Hindu governed by the *Dayabhaga* School of Hindu Law, died *intestate*, leaving behind her surviving, 3 (three) sons namely, Kashi Nath Roy, Shankar Nath Roy and Somnath Roy and 3 (three) daughters, namely, Smt Laxmi Sen, Smt. Chitra Das and Smt. Sipra Roy, as her legal heir and heiresses. Her husband predeceased her.
5. **Deed of Gift:** 3 Sisters namely Smt Laxmi Sen, Smt. Chitra Das and Smt. Sipra Roy out of natural love and affection executed and registered a Deed of Gift on 7th March, 1988 vide Book No. I, Being No. 2611 for the year 1988 relinquishing their undivided 1/6th share in the total Properties of 1 Bigha 3 Cottah 10 Chittack bastu land with structures standing thereon appertaining to R.S.Dag No. 91 in R.S.Khatian No. 138 within Mouza Bahala called as Naskarpara being Holding No. 229, Upendra Nath Banerjee Road within the ward no. 132.
6. **Deed of Partition:** By an Indenture of Partition dated 20th March, 1989, Three brothers made a partition deed amicably between themselves divide their joint Properties in the following basis:
 - a. **Kashi Nath Roy** entitled a land measuring **5 Cottah 12 Chittack 11 Square feet** out of 1 Bigha 3 Cottah and 10 Chittacks.
 - b. **Shankar Nath Roy** entitled a land measuring **5 Cottah 12 Chittack 11 Square feet** out of 1 Bigha 3 Cottah and 10 Chittacks
 - c. **Somnath Roy** entitled a land measuring **11 Cottah 7 Chittack** out of 1 Bigha 3 Cottah and 10 Chittacks.
7. **Ownership of Somnath Roy:** Under the above circumstances Sri Somnath Roy enjoyed the land measuring **11 Cottah 7 Chittack** with absolute right, title and interest on the land.
8. **Divided the land:** By an Indenture of Gift dated **30th December, 1989**, Sri Somnath Roy gifted a land measuring **5 (five) cottah 8 (eight) chittack 10 (ten) square feet out of 11 Cottah 7 Chittack together with** structures thereon, situate, lying at Municipal Premise No. 229, Upendra Nath Banerjee Road, Kolkata – 700 060, Police Station– Behala, within Ward No. 131 of the Kolkata Municipal Corporation (KMC), Sub-Registration District Alipore, District South 24 Parganas to his minor sons namely Sourav Roy and Sajeev Roy minor, Owner no. 3.2 & Owner No. 3.3 respectively represented by their legal guardian and mother Smt. Vinita Roy vide Deed No. **5268** for the year 1990.

9. **Ownership:** In view of above gift Sourov Roy & Sajeev Roy became the absolute owners of the land measuring *5 (five) cottah 8 (eight) chittack 10 (ten) square feet having Municipal Premise No. 249C, Upendra Nath Banerjee Road, Kolkata - 700 060* being and Sri Somnath Roy became the absolute owner of the land measuring *4th Cottah 14 Chittack 23 Square feet having Municipal Premise No. 249B, Upendra Nath Banerjee Road, Kolkata.*
10. **Mutation:** Subsequently Sri Somnath Roy mutated his name in the Kolkata Municipal Corporation under the Assessee No. **41-131-19-1002-8** in respect of Premise No. 249B, Upendra Nath Banerjee Road, Kolkata & Mrs. Vinita Roy, legal guardian and mother of Sourov Roy and Sajeev Roy mutated their name in the Kolkata Municipal Corporation under the Assessee No. **41-131-19-1001-6** in respect of Premise No. 249C, Upendra Nath Banerjee Road, Kolkata.
11. **Demise of Somnath Roy:** On or about **26th October, 2010**, Somnath Roy, a Hindu governed by the Dayabhaga School of Hindu Law, died *intestate*, leaving behind his surviving wife Smt. Vinita Roy and 2 (two) sons namely, Sourov Roy and Sajeev Roy, who jointly and in equal shares, inherited the undivided share and interest of Late Somnath Roy in the 1st Premise as described in Part I of the **1st Schedule** written above.
12. **Ownership of Premise:** In the above circumstances, the ownership of the Premise was as follows:
 - a. Premise No. 249B, Upendra Nath Banerjee Road, Kolkata - **1/3rd** (one third) share each by **Vinita Roy, Sourov Roy and Sajeev Roy**
 - b. Premise No. 249C, Upendra Nath Banerjee Road, Kolkata - **1/2nd** (one half) share each by **Sourov Roy and Sajeev Roy.**
13. **Deed of Gift:** By an indenture dated 19th October, 2014 Sourov Roy and Sajeev Roy gifted a part of land from the Premises No. 249C, Upendra Nath Banerjee Road, Kolkata in favour of Vinita Roy which was registered in the Office of Sub-Registrar - II, Alipore, South 24 Parganas vide Book No. 1, Volume No. 14, Pages 12407 to 12417, Being No. 11829 for the year 2012. By virtue of the said Deed of Gift, Mrs. Vinita Roy became the joint Owner of the Premises no. 249C, Upendra Nath Banerjee Road, Kolkata along with Sourov Roy and Sajeev Roy.
14. **Amalgamation:** Since both the premises are owned by same owners namely Vinita Roy, Sourov Roy and Sajeev Roy, both the Premises 249B & 249C have been amalgamated and became single land measuring 11 Cottah 7 Chittack being the number 249B, Upendra Nath Banerjee Road, Kolkata - 700060 having its Assessee No. 41-131-19-1002-8.
15. **Present Ownership:** By virtue of above circumstances, Mrs. Vinita Roy, Sourov Roy and Sajeev Roy became the undivided joint owners of the land and Premises no. 249B, Upendra Nath Banerjee Road, Kolkata - 700060 under Police Station - Behala, within Ward No. 131 of the Kolkata Municipal Corporation having **Assessee No. 41-131-19-1002-8**

3rd Schedule (Specifications)

BRICK WORK

- **External Wall:** 200 / 250 mm thick brickwork with cement mortar in proportion (1:6) by using 1st class brick.
- **Partition Wall:** 75 / 125 mm thick brick work with sand cement mortar in proportion (1: 4) by using 1st class bricks and in case of 75 mm thick wall wire mesh will be used at every 3rd/4th layer.

PLASTERING

- Rough brick surface by 19 mm thick (1:6) cement sand proportion.
- Finished brick surface by 12 mm thick (1:6) cement sand proportion.
- Ceiling 6/10 mm thick by (1:4) cement sand proportion.

- Waterproof compound will be mixed during plastering of external wall.

CONCRETE WORKS

- All Reinforced cement concrete will be in prop. 1:1.5:3
- Ground floor covered area will be done by Plain Cement concrete in prop 1:2:4
- Other common areas, concrete under footings will be done by Plain Cement concrete in prop 1:3:6.

FLOOR OF ROOMS

- **Bed Rooms, Verandah, Drawing - Dining:** Vitrified Tiles or Piece Marble.
- **Kitchen & Toilet:** Marble / Vitrified or Ceramic Tiles.

TOILET WALLS

- Upto 2.1 meter height or lintel level finished with ceramic tiles.

STAIRCASE

- Staircase will be finished with good quality Marble and 75 mm \varnothing wooden polished hand rail over 12 mm M.S. Square bar.

DOOR

- Door will be made of 12 mm thick or good quality ply shutter panelled by 32 mm thick wooden rail and style fitted on sal or equivalent wood frame.

WINDOWS

- Clear glazed **Steel window** with integrated Grill of 1.20 meter height with M.S. Grill including painting.

GRILLS

- Mild Steel flats / 12 mm square bars will be used for ornamental grill.

DRAINAGE

- Solid and liquid waste, rain water etc will be disposed through separate HDP Pipe network above Ground Level (GL) and SW pipe network below GL.
- The drainage connection will be done as per approved drawing of the Kolkata Municipal Corporation.

ROOF TREATMENT

- Av. 25mm thick IPS finished in chequered style over a levelling course of average 75 mm PCC in prop. 1:2:4 with aqua proof admixture.

WATER SUPPLY

- Water will be made available from KMC supply from the Underground reservoir through pump of requisite capacity.

PAINTING & FINISHING

- **Outside face of external walls** – Weather Coat.
- **Internal face of the walls** - Very good quality plaster of paris.
- **Gate and Grills** will be painted with two coats of synthetic enamel paints over one/two coats of primer.

SANITARY FITTINGS IN TOILETS

- The following will be provided:
- **Tap** with mixing arrangements in toilets.
- White **Wash Basin** (20" x 16") – Hindusthan/Parryware or equivalent make.
- White porcelain **Commode** of reputed brand- Hindusthan/Parryware or equivalent make.
- Concealed **hot and cold** water pipe line with medium pipes of reputed make like Tata/Jindal.
- Fittings will be Mark or Jaguar brand.

KITCHEN

- Kitchen **Platform** will be of **Black Stone** and ceramic tiles over the kitchen platform up to a height 2' 0". **Stainless steel** sink (without drain board) will be provided.

ELECTRICAL POINTS AND FITTINGS

- Concealed P.V.C. conduits, copper wire of desired cores of reputed make.
- MS concealed switch box with reputed make switches (Anchor or equivalent) including earthing.
- **Separate Meters** for all Flat owners will be provided at **extra cost** but for the **Common** use, the cost will be borne by the Developer regarding **Owner's Share**
- KDK or equivalent make flexible copper wire will be used as under for electrical Connection.
- **7/20** for main/power line.
- **3/20** for D.B to Junction Box.
- **1/18** for Junction Box to individual light/fan point connection including **5Amp** plug point.
- **2 (Two) Telephone** points in each flat.
- **2 light point, 1 fan point, 1 5amp. point, 1 15amp point** in each **Bedroom**.
- **3 light point, 2 fan point, 2 5amp. point, 1 15 amp point** in **Drawing-Dinning**.
- **1 light point, 1 exhaust fan point, 1 5 amp. point** in **Toilets & Kitchen**.
- **1 light point** in **verandah**.

LIFT

- 1 (one) elevator of "**LT/RELIANCE**" make having capacity of 4 (four) passengers will be provided.

OTHERS

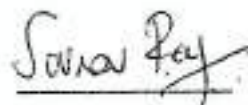
- **Over Head Tank** will be made of R.C.C. and distribution to each unit will be through GI pipe medium (from 1" to ½") network.
- From Under Ground Tank to Over Head Tank water will be lifted by **Submersible Pump** of reputed make and adequate capacity.

Any changes in the specification will cost EXTRA

30. Execution and Delivery:

30.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

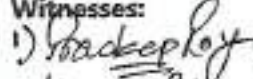
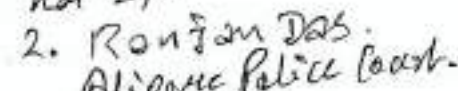

Vinita Roy

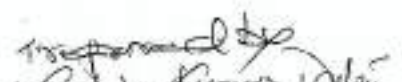

Sourav Roy
[collectively Owners]


Sajeev Roy


Hi-Rise Apartment Makers Pvt. Ltd.
[Developer]

Witnesses:

- 1) 
Anil Kumar Das
Alipore Police Court
Kat-27.
2. 
Ronjan Das
Alipore Police Court
Kat-27.


Anil Kumar Das
Alipore Police Court
Kat-27.

Premises No. 249B, Upendra Nath Banerjee Road,
Kolkata - 700060,
Borough - XIV (14), Ward No. 131,

Total Land Area:
11 (five) Kottah 7 (Chittack)
equivalent to 8235 sqft., i.e. 765.107 sqm.

N



3880
2500
2150
2310
1000
Vinika Roy
Sana Roy
Sajee Roy

20148

GHOLAR GHAT ROAD

3600

EXISTING BOUNDARY SHIFTED BEFORE SUBMIT OF PLAN



Name

Signature

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right hand					

Vinita Roy

Vinita Roy



Name

Signature

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right hand					

Sarna Roy

Sarna Roy



Name

Signature

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right hand					

SAJEEV ROY

Sajeev Roy



Name

Signature

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right hand					

AJOY SEN

Ajoy Sen



P. 2876/17

**Government of West Bengal
Directorate of Registration & Stamp Revenue**

e-Assessment Slip

Query No / Year	1602-1000120192/2017	Office where deed will be registered
Query Date	11/04/2017 1:59:53 PM	D.S.R. - I SOUTH 24-PARGANAS, District: South 24 Parganas
Applicant Name, Address & Other Details	SUBIR KUMAR DUTTA Thana : Allpore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9163846951, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than immovable Property, Declaration [No of Declaration : 2]	
Set Forth value	Market Value	
Rs. 2/-	Rs. 1,85,27,574/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 40,020/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b), H)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)	

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Upendra Nath Banerjee Road, Road Zone : (Banamali Naskar rd -- Khudiram Bose Sarani) , , Premises No. 249B, Ward No: 131

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		11 Katha 7 Chatak	1/-	1,84,52,574/-	Width of Approach Road: 12 Ft.
Grand Total :					18.8719Dec	1/-	184,52,574/-	✓

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	250 Sq Ft.	1/-	75,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 250 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

Total :		250 sq ft	1/-	75,000/-
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Land Lord Details :

Sl No	Name & address	Status	Execution Admission Details :
1	VINITA ROY Wife of Late SOMNATH ROYLAKE TOWERS , 87 DR MEGHNAD SAHA SARANI, P.O:- LAKE, P.S:- Lake, District:- South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No. AJOPR6270L Status : Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
2	SOURAV ROY Son of Late SOMNATH ROYLAKE TOWERS , 87 DR MEGHNAD SAHA SARANI, P.O:- LAKE, P.S:- Lake, District:- South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No. ADCPR3737J8 Status : Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
3	SAJEEV ROY Son of Late SOMNATH ROYLAKE GARDENS , 87 DR MEGHNAD SAHA SARANI, P.O:- LAKE, P.S:- Lake, District:- South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No. AEKPR6709R Status : Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self

Developer Details :

Sl No	Name & address	Status	Execution Admission Details :
1	HI RISE APARTMENT MAKERS PRIVATE LIMITED (Sole Proprietorship) 79B RASH BEHARI AVENUE, P.O:- ALIPORE, P.S:- Chetla, District:-South 24-Parganas, West Bengal, India, PIN - 700026 PAN No. AAACH6689R Status : Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

Sl No	Name & Address	Representative of
1	Mr AJOY SEN Son of Mr BADAL KRISHNA SEN 79B RASH BEHARI AVENUE, P.O:- KALIGHAT, P S:- Chetla, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No. AJFPS6224A	HI RISE APARTMENT MAKERS PRIVATE LIMITED (as DIRECTOR)

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	VINITA ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-6.29063 Dec
2	SOURAV ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-6.29063 Dec
3	SAJEEV ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-6.29063 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	VINITA ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-83.3333 Sq Ft
2	SOURAV ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-83.3333 Sq Ft
3	SAJEEV ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-83.3333 Sq Ft

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 11/05/2017) for e-Payment. Assessed market value & Query is valid for 44 days (i.e. upto 25/05/2017) for registration.
3. Standard User charge of Rs. 240/- (Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.50,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 1st September 2016.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in form no. 60 together with all particulars as required.
8. Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Slip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
9. Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.



Major Information of the Deed

Deed No :	1-1602-02876/2017	Date of Registration	13/04/2017
Query No / Year	1602-1000120192/2017	Office where deed is registered	
Query Date	11/04/2017 1:59:53 PM	D.S.R. - I SOUTH 24-PARGANAS, District South 24-Parganas	
Applicant Name, Address & Other Details	SUBIR KUMAR DUTTA Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Mobile No. : 9163646951, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,85,27,574/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 40,100/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Upendra Nath Banerjee Road, Road Zone : (Banamali Naskar rd – Khudiram Bose Sarani) , Premises No. 249B, Ward No: 131






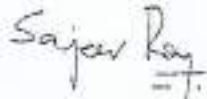
Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
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Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
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Gr. Floor, Area of floor : 250 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		250 sq ft	1/-	75,000/-	

Land Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name VINITA ROY Wife of Late SOMNATH ROY Executed by: Self, Date of Execution: 13/04/2017 , Admitted by: Self, Date of Admission: 13/04/2017 ,Place : Office	Photo 	Fingerprint 	Signature 
LAKE TOWERS , 87 DR MEGHNAD SAHA SARANI, P.O:- LAKE, P.S:- LAKE, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female By Caste: Hindu Occupation: House wife, Citizen of: India, PAN No.:AJOPR6270LStatus :Individual				

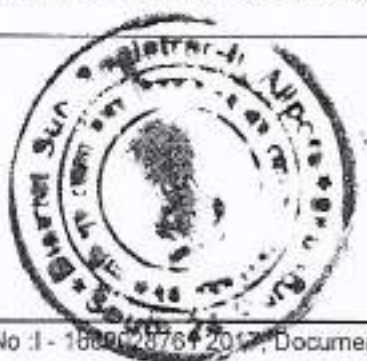
Name	Photo	Fingerprint	Signature
SOURAV ROY Son of Late SOMNATH ROY Executed by: Self, Date of Execution: 13/04/2017 , Admitted by: Self, Date of Admission: 13/04/2017 ,Place : Office	 13/04/2017	 LTI 13/04/2017	 13/04/2017
LAKE TOWERS , 87 DR MEGHNAD SAHA SARANI, P.O:- LAKE, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:ADCPR3737JStatus :Individual			
Name	Photo	Fingerprint	Signature
SAJEEV ROY Son of Late SOMNATH ROY Executed by: Self, Date of Execution: 13/04/2017 , Admitted by: Self, Date of Admission: 13/04/2017 ,Place : Office	 13/04/2017	 LTI 13/04/2017	 13/04/2017
LAKE GARDENS , 87 DR MEGHNAD SAHA SARANI, P.O:- LAKE, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:AEKPR6709RStatus :Individual			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	HI RISE APARTMENT MAKERS PRIVATE LIMITED (Sole Proprietorship) 79B RASH BEHARI AVENUE, P.O:- ALIPORE, P.S:- Chetla, District:-South 24-Parganas, West Bengal, India, PIN - 700026 PAN No.:AAACH6689RStatus :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr AJOY SEN (Presentant) Son of Mr BADAL KRISHNA SEN Date of Execution - 13/04/2017, , Admitted by: Self, Date of Admission: 13/04/2017, Place of Admission of Execution: Office	 Apr 13 2017 12:10PM	 LTI 13/04/2017	 13/04/2017
79B RASH BEHARI AVENUE, P.O:- KALIGHAT, P.S:- Chetla, District:-South 24-Parganas, West Bengal, India, PIN - 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AJFPS6224A Status : Representative, Representative of : HI RISE APARTMENT MAKERS PRIVATE LIMITED (as DIRECTOR)				



Applicant Details :

Name & address

Mr PRADEEP ROY
Son of Late PARIMAL ROY
ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District-South 24-Parganas, West Bengal, India,
PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of VINITA ROY, SOURAV
ROY, SAJEEV ROY, Mr AJOY SEN

13/04/2017

Pradeep Roy

Mr PRADEEP ROY
Son of Late PARIMAL ROY
ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District-South 24-Parganas, West Bengal, India,
PIN - 700027, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, , Identifier Of VINITA ROY, SOURAV
ROY, SAJEEV ROY, Mr AJOY SEN

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	VINITA ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-6.29063 Dec
2	SOURAV ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-6.29063 Dec
3	SAJEEV ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-6.29063 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	VINITA ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-83.3333 Sq Ft
2	SOURAV ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-83.3333 Sq Ft
3	SAJEEV ROY	HI RISE APARTMENT MAKERS PRIVATE LIMITED-83.3333 Sq Ft

Endorsement For Deed Number : I - 160202876 / 2017



11-04-2017

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,85,27,574/-

Rina Chaudhury

Rina Chaudhury
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

On 13-04-2017

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

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

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

Presented for registration at 11:50 hrs on 13-04-2017, at the Office of the D.S.R. - II SOUTH 24-PARGANAS by Mr AJOY SEN .

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

Execution is admitted on 13/04/2017 by 1. VINITA ROY, Wife of Late SOMNATH ROY, LAKE TOWERS , 87 DR MEGHNAD SAHA SARANI, P.O: LAKE, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession House wife, 2. SOURAV ROY, Son of Late SOMNATH ROY, LAKE TOWERS , 87 DR MEGHNAD SAHA SARANI, P.O: LAKE, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Others, 3. SAJEEV ROY, Son of Late SOMNATH ROY, LAKE GARDENS , 87 DR MEGHNAD SAHA SARANI, P.O: LAKE, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Others

Indetified by Mr PRADEEP ROY, , Son of Late PARIMAL ROY, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

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

Execution is admitted on 13-04-2017 by Mr AJOY SEN, DIRECTOR, HI RISE APARTMENT MAKERS PRIVATE LIMITED (Sole Proprietorship), 79B RASH BEHARI AVENUE, P.O:- ALIPORE, P.S:- Chetla, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Indetified by Mr PRADEEP ROY, , Son of Late PARIMAL ROY, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 53/- (E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 53/-



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Draft Rs 40,000/- by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 24257, Amount: Rs.100/-, Date of Purchase: 28/03/2017, Vendor name: Subhankar Das

Description of Draft

1. Draft (8554) No: 000443266466, Date: 12/04/2017, Amount: Rs.40,000/-, Bank: STATE BANK OF INDIA (SBI), SOUTHERN AVENUE



Md Shadman

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

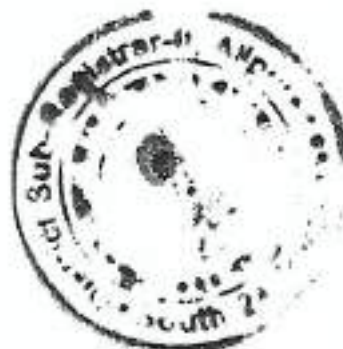
Registered in Book - I

Volume number 1602-2017, Page from 80319 to 80349
being No 160202876 for the year 2017.



Digitally signed by MD SHADMAN
Date: 2017.04.13 16:36:59 +05:30
Reason: Digital Signing of Deed.

(Md Shadman) 13/04/2017 16:36:58
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)