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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

8 NO. 60 3989/2016

V 855898

V.C. Case No. 344 Dt. 09/5/16
J (I) Rs. 250/-
J (II) Rs. 300/-
Total Rs. 550/-
Received on 09/5/16
Alipore South 24 Pargana

This Agreement for Development made this

09th day of May 2016

M.K.R. [Signature]
[Signature]

BETWEEN

Certified that the above agreement is submitted to registration. The signatures, receipts and the endorsement sheets attached with this document are the part of this document.

[Signature]
District Sub-Registrar-4
Alipore South 24 Pargana

10 MAY 2016

No. 719 Date 06/15/1976
 Name S. K. Khyat P. Khyat
 Address 33 V. Manikpuram rd
 2nd floor. Lane
 reg. 28
 VENDOR: MAYURAJI BHOW GAZI
 ALIPORE JUDGES COURT
 KOLKATA-700027
 Signature of Vendor

Ajit Kumar Datta



1021

Ajit Kumar Datta



1022

Morajit Kumar Datta



1023

Sankar Datta



1024



Rubrajit Datta



1025

Rubrajit Datta

District Sub-Registrar-1
 Alipore, South 24 Parganas

09 MAY 1976

(1) **AJIT KUMAR DATTA** (Holder of PAN ACXPD7285K), son of Late Phakir Chandra Dutt, aged about 69 years, by faith Hindu, by occupation business, residing at Ekta Heights, Block II, Flat-5B, 56, Raja S.C.Mallick Road, P.S. Jadavpur, Post Office-Jadavpur, Kolkata-700032 (2) **MONOJIT KUMAR DUTTA** (Holder of PAN ACXPD4049D), son of Late Phakir Chandra Dutt, aged about 62 years, by faith Hindu, by occupation business residing at 3A, P.C.Sorcar Sarani, 1st floor, P.S. Gariahat, Post Office Ballygunge, Kolkata-700019, (3) **SRIKANTA DATTA** (Holder of PAN AFXPD3714Q), son of Late Phakir Chandra Dutt, aged about 61 years, by faith Hindu, by occupation business, residing at 3A, P.C.Sorcar Sarani, ground floor, P.S. Gariahat, Post Office - Ballygunge, Kolkata - 700019, (4) **RUDRAJIT DATTA** (Holder of PAN AEXPD1666C), son of Late Ranjit Kumar Dutta, aged about 40 years, by faith Hindu, by occupation business, residing at 80/3A, Kankulia Road, 3rd floor, P.S. Gariahat, Post Office - Sarat Bose Road, Kolkata - 700029 (5) **ARGHYAJIT DUTTA** (Holder of PAN AFZPD0614B), son of Late Ranjit Kumar Dutta, aged about 36 years, by faith Hindu, by occupation business, residing at 80/3A, Kankulia Road, 3rd floor, P.S. Gariahat, Post Office-Sarat Bose Road Kolkata- 700029 (6) **SWAPNA DUTTA** (Holder of PAN ADRPD3074B), wife of Sri Ajit Kumar Datta, aged about 63 years, by faith Hindu, by occupation business, residing at Ekta Heights, Block II, flat-5B 56, Raja S.C.Mallick Road, P.S. Jadavpur, Post Office - Jadavpur Kolkata-700032, hereinafter collectively referred to the as "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include their respective heirs, successors,



1026

Swapna Datta.



1027

For SKYLINE PROJECTS

Subash Mazumdar.

Partner



1028

For SKYLINE PROJECTS

Ravi-Baner.

Partner



Subhasis Das Gupta
S/o Late B. M. Das
Gupta, Alipore
54th Col. 27

District Sub-Registrar-1
Alipore, South 24 Parganas

09 MAY 2016

executors, administrators, successors and assigns) of the **ONE PART.**

AND

SKYLINE PROJECTS, a registered partnership firm (Holder of PAN ABWFS3367H) having its registered office at 33V, Monohar Pukur Road, 3rd floor, P.S.Lake, Post Office-Sarat Bose Road, Kolkata-700029 duly represented by its partners, **(1) PALASH MAZUMDER** (Holder of PAN AHKPM6085G), son of late Bijan Bandhu Mazumder, aged about 42 years, by faith – Hindu, residing at “Roopkatha”, Block-A, Flat-3B, 27, Prantik Pally, P.S.Kasba, Post Office-Bosepukur, Kolkata-700042 carrying on business from 33V, Monohar Pukur Road, P.S.Lake, Kolkata-700029, **(2) LALIT BAID** (Holder of PAN AEBPB4890E), son of late Sampat Mull Baid, aged about 48 years, by faith – Hindu, residing at 117, Southern Avenue, P.S.Lake, Post Office-Sarat Bose Road, Kolkata-700029 carrying on business from 33V, Monohar Pukur Road, P.S.Lake, Kolkata-700029, hereinafter referred to the as **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the subject, context or meaning thereof be deemed to include its heirs, successors, representatives, executors, administrators and assigns) of the **SECOND PART.**

WHEREAS the predecessor-in-interest of the above named First Party Profulla Kumar Dutt, son of Late Sashadhar Dutt on 10th February, 1938 purchased from the Calcutta Improvement Trust, ALL THAT the land measuring an area of 15 (Fifteen) Cottahs 1 (One) Chittak 13 (Thirteen) Square Feet be the same a little more or less being Plot No. 76 of the Surplus land in Calcutta Improvement

Scheme No. XV(C) formed out of portion of old Premises No.15, Gariahat Road, being a part of Holding No.3', Sub-Division - K, Division - V, Dihi Panchanna Gram, District : 24-Parganas, Police Station -Ballygunge, Sub-Registry Office at Sealdah. The said Deed was registered in the office of Sub-Registrar at Sealdah on 8th March, 1938 and recorded in Book No. I, Volume No.20 at Pages 122 to 124 Being No.827 for the year 1938, The said Profulla Kumar Dutt got his name mutated and was in actual physical possession of the said land by paying taxes to the concerned authorities of the Government.

AND WHEREAS after purchase of the aforesaid property the said Profulla Kumar Dutt constructed a two storied brick built house thereon lying situate and had been mutated being Premises No. 3, Ekdalia Road, Kolkata - 700019 and was enjoying the same along with his family members.

AND WHEREAS the said property was differentiated into different premises i.e. 3A, 3B, 3C, 3D, 3E and 3F of the Corporation of Calcutta with effect from 4th Quarter (January-March) 1941-1942 but the said Profulla Kumar Dutt remained the sole owner of the said different premises.

AND WHEREAS the said Profulla Kumar Dutt had allotted and bequeathed the said different premises to his next of kins by executing various Gift Deeds and Trust Deeds.

AND WHEREAS said Profulla Kumar Dutt on 09.02.1971 gifted, transferred and conveyed in favour of his daughter Ms. Karunamoyee

Dutta, wife of Mr. Phakir Chandra Dutt, ALL THAT the land measuring an area of 1 (One) Cottah 22 (Twenty Two) Square Feet more or less being a portion of 3B and 3E, Ekdalia Road, containing together with portion of building standing thereon lying situate at and being part of Southern portion of Premises No. 3E, Ekdalia Road, now known as P.C. Sorcar Sarani, Police Station - Ballygunge now Gariahat, Kolkata - 700019, District - 24 Parganas now South 24-Parganas along with all easement rights to common passage and open space for free egress and ingress and for laying and using drain pipes, filtered and unfiltered water pipes and electric cable underneath the said common passage and open space. The said Deed of Gift was registered in the Sub Registration office at Alipore, 24-Parganas and recorded in Book No.1, Volume No. 38 at Pages'33 to 40, Being No. 491 for the year 1971. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Ms. Karunamoyee Dutta, who accepted the said gift and took de jure and de facto possession there of.

AND WHEREAS on 17.04.1971 the said Profulla Kumar Dutt further gifted, transferred and conveyed to his daughter Ms. Karunamoyee Dutta of ALL THAT the land measuring an area of 1 (One) Cottah 1 (One) Chittak 10 (Ten) Square Feet being a portion of 3B and 3.E, Ekdalia Road, containing together with portion of building standing thereon lying situate at and being part of Southern portion of Premises No. 3B, Ekdalia Road, now known as P.C. Sorcar Sarani along with easement rights to common passage and open space for free egress and ingress and for laying and using drain pipes, filtered and unfiltered water pipes and electric cable underneath the said common

passage.. The said Deed was registered in the office of District Sub Registrar at Alipore and recorded in Book No.I, Volume No.4 at Pages 224 to 231 Being No. 1331 for the year 1971. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Ms. Karunamoyee Dutta who accepted the said gift and took de jure and de facto possession thereof.

AND WHEREAS on 27.03.1984 said Profulla Kumar Dutt by a Deed of Settlement in respect of ALL THAT the land measuring an area of 3 (Three) Cottahs 13 (Thirteen) Chittacks 5 (Five) Square Feet be the same little more or less together with portion of building partly two storied and partly three storied standing thereon lying situate at and being Premises No.3A, Ekdalia Road now known as P.C Sorcar Sarani appointed his son-in-law Mr. Phakir Chandra Dutt, son of Late Gosto Behari Dutta, as the Trustee of the said Deed of Settlement and transferred the said land in favour of said Mr. Phakir Chandra Dutt till his lifetime and upon the death of said Phakir Chandra Dutt the aforesaid property at Premises No. 3A, Ekdalia Road now known as 3A, P.C. Sorcar Sarani was to devolve upon the ultimate beneficiary Mr. Ajit Kumar Datta, along with all easement rights to use common passage for free egress and ingress for laying drain pipes filtered and unfiltered water pipes water reservoir and electric cable underneath the said common passage and open space. The said Deed was registered on 28th March, 1984 in the office of District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 121 (X), Pages 91 to 98, Being No. 4380, for the year 1984.



AND WHEREAS the said Profulla Kumar Dutt on 27.03.1984 executed a Deed of Settlement in respect of ALL THAT the land measuring an area of 04 (Four) Cottahs 14 (Fourteen) Chittacks 06 (Six) Square Feet be the same a little more or less comprised in Part of Holding No.3 Sub-Division - K, Division - V Dihi Panchannagram, District : 24-Parganas, Sub-Registry Office at Sealdah being a portion of Plot No.76 of the Surplus land of the Calcutta Improvement Scheme No. XV(C) formed out of portion of Old Premises No. 15, Gariahat Road, together with portion of building standing thereon lying situate at and being Premises Nos. 3B, 3C, 3D and 3E, Ekdalia Road now known as P.C Sorcar Sarani, appointing Ms. Karunamoyee Dutta as the sole Trustee of the said Trust and transferred the aforesaid property in favour of said Ms. Karunamoyee Dutta as a Trustee thereof and on her death the said property was to devolve upon his grandsons namely Ranjit Kumar Datta, Ajit Kumar Datta, Monojit Kumar Dutta and Srikanta Datta in equal shares along with all easement right to use common passage for free egress and ingress for laying drain pipes filtered and unfiltered water pipes water reservoir and electric cable underneath the said common passage. The said Deed was registered on 28th March, 1984 in the office of District Sub- Registrar at Alipore and recorded in Book No. I, Volume No. 121(X) at Pages 99 to ' 105, Being No. 4381 for the year 1984. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Ms. Karunamoyee Dutta who had accepted the said Trusteeship.

AND WHEREAS the said Ms. Karunamoyee Dutta died on 21.04.2007 and Phakir Chandra Dutt died on 02.02.1998 and in terms of the Deed of settlement the said Premises No. 3B, 3C, 3D and 3E P.



C. Sorcar Sarani was devolved upon said Ranjit Kumar Datta, Ajit Kumar Datta, Monojit Kumar Dutta and Srikanta Datta jointly and each of them became the Owner having undivided 1/4th (one Fourth) share each therein.

AND WHEREAS said Ranjit Kumar Dutta died intestate on 8th January, 2010 leaving his two sons namely Rudrajit Datta and Arghyajit Dutta and none else and his wife Alpana Dutta pre-deceased him on 17.07.2007 and as such they inherited his 1/4th (one fourth) undivided share jointly.

AND WHEREAS the said Premises 3B, 3C, 3D and 3E is owned by Mr. Ajit Kumar Datta, Mr. Monojit Kumar Dutta, Mr. Srikanta Datta, Mr. Rudrajit Datta and Arghyajit Dutta jointly.

AND WHEREAS on 27.03.1984 the said Profulla Kumar Dutt gifted, transferred and conveyed to his grandson Mr. Ajit Kumar Datta, son of Sri Phakir Chandra Dutt ALL THAT the land measuring an area of 2 (Two) Cottahs 2(Two) Chittacks 20 (Twenty) Square Feet together with one storied building standing thereon lying situate at and being Premises No.3F, Ekdalia Road, now known as P.C Sorcar Sarani. The said Deed was registered on 28th March. 1984 in the office of District Sub-Registrar at Alipore and recorded in Book No.1, Volume No. 121 (X), Pages 106 to 110, Being No. 4382 for the year 1984. The said Profulla Kumar Dutt delivered possession of the aforesaid property to said Mr. Ajit Kumar Datta along with easement right to use common passage and open space for free egress and ingress for



laying drain, pipes filtered and unfiltered water pipes water reservoir and electric cable underneath the said common passage.

AND WHEREAS Ms. Karunamoyee Dutta by Gift Deeds dated 09.02.1971 & 17.04.1971 became the owner of ALL THAT the land measuring an area of 2 (Two) Cottahs 1 (One) Chittack 32 (Thirty Two) Square Feet more or less lying situate at and being Premises respectively No. 3E/1A and 3B/ 1A, Ekdalia Road, now known as P.C Sorcar Sarani.

AND WHEREAS Mr. Ajit Kumar Datta by virtue of the aforesaid deeds became the sole owner of 7 (seven) Cottahs 3 (three) Chittaks 4 (four) Square Feet more or less together with partly three storied and partly one storied building lying situate at and being Premises No. 3A and 3F Ekdalia Road, now known as P.C Sorcar Sarani.

AND WHEREAS on 05.08.1993 the said Ms. Karunamoyee Dutta, wife of Phakir Chandra Dutt executed a Deed of Family Settlement appointing herself as sole Trustee and transferred ALL THAT the land measuring an area of 01 (One) Cottah 03 (Three) Chittacks 03 (Three) Square Feet together with two storied building standing lying situate at a portion of Premises No.3E/1A, Ekdalia Road, now -known as P.C Sorcar Sarani, and upon the death of said Ms. Karunamoyee Dutta the aforesaid property was to devolve upon Ranjit Kumar Dutta (since deceased) and upon Ms.Swapna Dutta wife of Mr. Ajit Kumar Datta jointly having equal share. The said Deed was registered in the office of Additional District Sub-Registrar and recorded in Book No.I, Volume No.98, Pages 212 to 222 Being No.3581 for the year 1993.



AND WHEREAS said Ranjit Kumar Dutta died intestate on 8th January, 2010 leaving behind his two sons namely Rudrajit Dutta and Arghyajit Dutta as his heirs and none else according to the Hindu Succession Act 1956 since his wife Alpana Dutta pre-deceased him on 17.07.2007 and as such they have inherited the undivided half share of Late Ranjit Kumar Dutta jointly in the said Premises No 3E/1A, P.C. Sorcar Sarani, Kolkata 700019.

AND WHEREAS subsequently Swapna Dutta, Rudrajit Dutta and Arghyajit Dutta became joint Owners of the Premises No. 3E/1A, P. C. Sorcar Sarani.

AND WHEREAS the said Ms. Karunamoyee Dutta executed a Deed of Family Settlement on 5th August, 1993 of the Premises No. 3B/1A, P. C. Sorcar Sarani, Kolkata - 700019 containing an area of more or less 14 (Fourteen) Chittacks 29 (Twenty Nine) Square Feet together with a two storied building thereon and she appointed herself as the First Trustee and her husband Phakir Chandra Dutt as second Trustee. The said Deed was duly registered at the office of Additional District Sub-Registrar at Alipore, District -24 Parganas and recorded in Book No. I, Volume No. 98, Pages 223 to 233, Being No. 3582, for the year 1993.

AND WHEREAS in terms of the said Deed of Family Settlement after the death of the said Phakir Chandra Dutt and Karunamoyee Dutta the First Floor of the said property was devolved upon Mr. Monojit Kumar Dutta and the Ground Floor was devolved upon Mr.



Srikanta Datta and as such they became sole and absolute Owners of their respective floors.

AND WHEREAS as aforesaid the said Profulla Kumar Dutt during his life time had, by way of several deeds of gifts and/or family settlement dealt with, in total 12 (Twelve) Cottahs 15 (Fifteen) Chittacks 18 (Eighteen) Square Feet of land out of the entire land comprising premises No. 3A, 3B, 3C, 3D, 3E and 3F P.C. Sorcar Sarani, Kolkata - 700019, Police Station - Gariahat, out of the entire land measuring an area of 15 (Fifteen) Cottahs 1 (One) Chittack 13 (Thirteen) Square Feet be the same a little more or less being original Plot No. 76 of the Surplus land in Calcutta Improvement Scheme No. XV(C) formed out of portion of old Premises No. 15, Gariahat Road comprised in Holding No.3 Sub Division K, Division V Dihi Panchanna Gram, District 24-Parganas, Police Station -Ballygunge, Sub-Registry Office at Sealdah Kolkata - 700019.

AND WHEREAS thus the remaining 2(Two) Cottah 1 (One) Chittack 40(Forty) Square Feet of land, be the same a little more or less, being Plot No. 76 of the Surplus land in Calcutta Improvement Scheme No. XV(C), formed out of a portion of old Premises No. 15, Gariahat Road being part of Holding No. 3 Sub Division K, Division V, Dihi Panchanna Gram, District : 24-Parganas, Police Station - Ballygunge, Sub-Registry Office at Sealdah, is lying as a common open space and passage, created for better use and enjoyment of easement right and for free egress and ingress for laying drain pipes filtered and unfiltered water pipes and electric cable underneath the said common passage lying situate at and being Premises Nos. 3B/1A,



3E/ 1A, 3A, 3B, 3C, 3D, 3E, and 3F P.C. Sorcar Sarani, Kolkata - 700019, which is common amongst the aforesaid owners.

AND WHEREAS on 23rd March, 2012 the said Mr. Ajit Kumar Datta by executing a deed of conveyance sold , transferred and conveyed a major portion of his property being Premises Nos. 3A and 3F, P.C. Sorcar Sarani, Kolkata - 700019, leaving an unsold area measuring more or less 1 (One) Chittack 5 (Five) Square Feet contained in Premises No.3A and 3F, P.C. Sorcar Sarani, Kolkata - 700019.

AND WHEREAS the above named parties of First Part thus owned the said Premises No. 3B/1A, 3E/ 1A, 3A, 3B, 3C, 3D, 3E, and 3F, P.C. Sorcar Sarani, containing a total area of more or less 9 (Nine) Cottahs 2 (Two) Chittacks 38 (Thirty Eight) Square Feet together with an old dilapidated two storied building standing thereon.

WHEREAS in the premises aforesaid, the owners became the sole and absolute owners of and or well and sufficiently entitled to the premises nos. 3A, 3B, 3C, 3D, 3E, 3F, 3B/ 1A and 3E /1A P.C. Sorcar Sarani, P.S. Gariahat, Kolkata-700019. The said properties were contiguous and upon amalgamation would form one seamless plot of land.

AND WHEREAS with a view to developing the said several premises and commercially exploiting the same, the owners being the parties of the first part got the same amalgamated and consequently a seamless plot measuring around 9(Nine) cottah 2(Two) chittak and



38(Thirty Eight) sq. ft. was formed and numbered as premises No. 3A, P. C. Sorcar Sarani, Police Station-Gariahat, Kolkata- 700019 more fully and particularly described in Schedule-A hereunder written (hereinafter referred to as the "said property").

AND WHEREAS for the purpose of amalgamation the following deeds were executed by and between the owners, as detailed hereinbelow :-

- a) Gift Deed dated 14th October, 2015 executed between Ajit Kumar Datta, Monojit Kumar Dutta, Srikanta Datta, Rudrajit Datta and Arghyajit Dutta as Donors and Swapna Dutta as Donee registered with the District Sub-Registrar-I, South 24 Parganas, recorded in Book No. I, Volume No. 1601-2015, pages 58978 to 59012, Being No. 160104187 for the year 2015.
- b) Gift Deed dated 14th October, 2015 executed between Ajit Kumar Datta as Donor and Monojit Kumar Dutta, Srikanta Datta, Rudrajit Datta and Arghyajit Dutta and Swapna Dutta as Donees registered with the District Sub-Registrar-I, South 24 Parganas recorded in Book No. I, Volume No. 1601-2015, pages 59013 to 59047, Being No. 160104188 for the year 2015.
- c) Gift Deed dated 14th October, 2015 executed between Swapna Dutta, Rudrajit Datta and Arghyajit Dutta as Donors and Ajit Kumar Datta, Monojit Kumar Dutta and Srikanta Datta as Donees registered with the District Sub-Registrar-I, South 24 Parganas recorded in Book No. I, Volume No. 1601-2015, pages 59048 to 59084, Being No. 160104189 for the year 2015.



- d) Gift Deed dated 14th October, 2015 executed between Monojit Kumar Dutta and Srikanta Datta as Donors and Ajit Kumar Datta, Swapna Dutta, Rudrajit Datta and Arghyajit Dutta as Donee registered with the District Sub-Registrar-I recorded in Book No. I, Volume No. 1601-2015, pages 59085 to 59121, Being No. 160104190 for the year 2015.

AND WHEREAS in view of the aforesaid the owners thus have become the joint owners of the new premises No. 3A, P. C. Sorcar Sarani, Police Station-Gariahat, Kolkata-700019 measuring 9(Nine) cottahs 2(Two) chittaks and 38(Thirty Eight) sq. ft. with structure thereon more fully and particularly described in Schedule-A hereunder.

AND WHEREAS the OWNERS being desirous of developing the said property, have entered into this development agreement with the DEVELOPER for development of the said property.

AND WHEREAS on or before execution of these presents the OWNERS have represented to the DEVELOPER as follows:

1. That the property belongs only to the owners and none other than the owners has any right, title, interest or claim thereover, and the owners have not entered into any agreement or understanding with any other party in respect and/or in relation to the said property. The Owners are fully entitled to deal with the said property in any manner whatsoever and/or howsoever they think fit and proper.



2. The abstract of title of the OWNERS of the said property as also the recitals herein above are all true and correct.
3. The said property, save and except the tenants thereat, as detailed herein after, is free from all encumbrances and except the OWNERS no one else has any right title, interest claim of any nature whatsoever in the said property.
4. The OWNERS shall clear all the Kolkata Municipal Corporation taxes, dues in respect of the said property till the date of handing over of defacto and/or dejure vaccant possession of the said property to the DEVELOPER.
5. There are no suits and/or legal proceedings and/or litigations pending in any Court of Law involving any question as to the title of the owners to the said property or any part thereof and/or involving the OWNERS, to the knowledge of the OWNERS.
6. The OWNERS hereby shall indemnify the DEVELOPER if they suffer any loss/damage in the event of any litigation arises in respect and/or in relation to and/or concerning the said property due to any acts or omissions of the OWNERS, the OWNERS shall deal with and/or settle all the disputes at their own costs and expenses.
7. The terms in these presents shall unless contrary or repugnant to the context, mean and include the following:-
 - 7.1 Advocate shall mean Sanjay Kumar Baid, Advocate of 8, Old Post Office Street, 2nd floor, Kolkata-700001 and/or any other Advocates as the DEVELOPER may appoint in future.



- 7.2 Said property shall mean and include the premises no. 3A, P.C. Sorcar Sarani, P.S. Garihahat, Post Office - Ballygunge, Kolkata-700019, within ward no. 68 of the Kolkata Municipal Corporation, formed upon amalgamation of the old premises nos.3A, 3B, 3C, 3D, 3E, 3F, 3B/1A and 3E/1A P.C.Sorcar Sarani, P.S.Gariahat, Post Office Ballygunge, Kolkata-700019.
- 7.3 Development agreement shall, notwithstanding any agreement or writing executed herein before, mean this indenture with such modification and/or alteration and/or supplementary agreement as may be mutually agreed upon by the parties in writing.
- 7.4 DEVELOPER shall mean and include the DEVELOPER herein as more fully described hereinabove and their representative, heirs, successors, assigns .
- 7.5 Building Plan shall mean the plan to be sanctioned by the Kolkata Municipal Corporation with such modification and/or alteration as may be required or which may be made and prepared by the DEVELOPER from time to time for the purpose of construction and erection of building on the said property.
- 7.6 Said building shall mean basement and ground plus five storied building, or such stories as shall be sanctioned by Kolkata Municipal Corporation, to be constructed in the said property, in accordance to the sanctioned building plan with modifications thereto, consisting of several shops, commercial space, self contained flats/apartments/ units/constructed spaces/cars parking space, capable of being held and/or transferred and/or used and enjoyed independently of each other.



- 7.7 Architect shall mean such person who may be appointed by the DEVELOPER for the purpose of undertaking the preparation and/or modification of the said building plan and also for carrying out the supervision and management of the construction of the said building to be constructed at the said property.
- 7.8 Specifications shall mean the specifications of the materials to be used in course of construction of the said building more fully described in the Schedule B hereunder written.
- 7.9 Force Majeure shall mean strike, earthquakes, civil commotion, natural calamities or other irresistible forces and/or any other circumstances beyond the control of the Developer and/or for which the Developer is not responsible.
- 7.10 Word importing singular shall include plural and vice versa. Words importing masculine gender shall include feminine gender and neuter gender likewise words importing feminine and neuter gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and feminine genders.

8. Development Right and Commencement:

This agreement has commenced on and with effect from the date of execution of this indenture and shall remain valid till such time the entire work of construction of commercial space/shops/flats/ basement /cars parking is completed at the said property by the Developer, and possession of OWNERS Share, as per OWNERS' allocation mentioned herein, is handed over to them, and to the prospective buyers under DEVELOPER's allocation as mentioned herein, sold by the DEVELOPER.



9. Contract:

In consideration of the various terms and conditions herein after provided and subject to only the terms and conditions herein contained, the OWNERS hereby grant to the Developer the exclusive right of development of the said property, and/or of their respective right, title, interest and share therein, whereby and whereunder the DEVELOPER shall be entitled to and is hereby authorized and empowered to construct, erect and complete the said building in accordance with the plan to be sanctioned by Kolkata Municipal Corporation and/or as modified and/or revalidated from time to time (hereinafter referred to as the said plan) and the OWNERS have hereby granted delivery of de jure possession of the said property to the DEVELOPER.

10. Plan and license:

- 10.1 The DEVELOPER at its own costs shall cause the said map or plan to be prepared, sanctioned, modified, re-validated, if required, and the DEVELOPER shall be entitled to obtain all necessary permissions, approval and/or sanctions as may be necessary or be required from time to time.
- 10.2 The OWNERS hereby authorize the DEVELOPER and also agree to sign all maps, plans, applications and all other necessary papers as may be required from time to time to enable the DEVELOPER to obtain the modified plan or getting the said plan re validated and/or to obtain all necessary permission and/or approvals and/or sanctions as may be necessary or be required from time to time.



11. Construction:

11.1 The OWNERS hereby authorize and empower the DEVELOPER and the DEVELOPER hereby agrees and undertakes to construct erect and complete the said building in accordance with the said sanctioned plan with all internal and external services amenities fittings and fixtures etc, upon demolition of existing structures thereat, at the cost, risk and responsibility of the Developer.

11.2 It is hereby agreed by and between the parties hereto that the said building shall be constructed erected and completed in accordance with the specifications more fully and particularly described in the Schedule B hereunder written and as may be approved by the Architect. The name of the building shall be "SKYLINE PROFULLA"

12. Cost of Construction and completion:

12.1 The entire cost of construction, erection, amenities in connection thereto and completion of the said building to be constructed at the said property including the area falling in the share of the OWNERS' allocation shall be borne by the DEVELOPER. Such costs shall, inter alia, include costs of all overheads regarding construction, price rise in the cost of materials used for construction, fees payable to the Kolkata Municipal Corporation, Architects and Engineers in respect of the construction, costs for the purpose of obtaining licenses. The OWNERS shall not be required and/or liable to contribute any amount on any of the aforesaid account.



12.2 Unless prevented by any authority or any Government agency or by an order of any competent court of law and/or any circumstances beyond the control of the DEVELOPER, the DEVELOPER shall complete the said building within 36 (thirty six) months from the date of commencement of construction. Developer shall complete the demolition of the existing building within 3(three)months from the date of receiving vacant defacto possession of the said property from the Owners and the tenants.

13.OWNERS' ALLOCATION:

13.1 Owners' allocation shall mean 5(five) several shops in the front portion of the ground floor of the said property, The total area of all five shop rooms shall be 950(Nine Hundred and Fifty) sq. ft. built up area more or less depending on the plan sanctioned by the Kolkata Municipal Corporation. Apart from these shop rooms, the Owners shall get one WC for their own use in the ground floor.

13.2 Owners shall also be entitled to 4(Four) flats, i.e. 2(Two) flats on the entire Second floor and 2 (Two) flats on the entire Third floor, finished in all respects as described in the Schedule B herein below.

13.3 The Owners shall also be entitled to 50% of the cars parking space in the basement and/or ground floor of the said building.

13.4 Subject to the OWNERS observing their obligations more fully mentioned in Schedule C hereunder, the OWNERS shall peacefully and quietly enjoy the OWNERS' share without any interruption from the DEVELOPER and vice versa.



15. REHABILITATION OF EXISTING OCCUPIERS IN THE SAID PREMISES:

15.1 The Owners had represented that the said premises is occupied by the following tenants:-

- i) Mrs. Manjusri Mukherjee, wife of late Suprabhat Mukherjee
- ii) Mrs. Lakshmi Mukherjee, wife of late Achintya Mukherjee
- iii) Mrs. Kamala Sengupta, wife of late Kalidas Sengupta
- iv) Mr. Jayanta Deb, son of late Sushilendu Deb

15.2 Prior to execution of this indenture, the Developer and the Owners have jointly negotiated with the tenants and the tenants have agreed to vacate the said premises on terms and conditions agreed to by and between the respective tenants on the one hand and the Developer and Owners on the other hand.

15.3 The Developer shall endeavour to rehabilitate all the four tenants within the Developer's allocation, and/or on terms as mutually decided between them and/or with each of them.

15.4 The owners have joined as party to all agreements and understandings that have been entered into by and between the Developer and the tenants in connection with and/or in relation to the tenants' occupation and/or vacating thereof and/or for rehabilitation of tenants and shall also join as party in all the agreements and deeds to be executed in future.



16. OWNERS' OBLIGATION:

16.1 The OWNERS shall simultaneously with the execution of this indenture execute and register a General Power of Attorney in favour of the DEVELOPER to deal with of the DEVELOPER's allocation only in terms of this Agreement and with allied matters and with matters required to be dealt with on a day to day basis for construction and completion of the said building and matters related thereto and the said power of attorney coupled with interest of the DEVELOPER shall continue to remain in full force until such time all the flats/units/office/commercial space in the said properties are not sold or conveyed to the purchasers of the DEVELOPER's allocation and for the purpose thereof the OWNERS shall also join the deed of conveyance to be so executed.

16.2 The OWNERS shall sign and execute all necessary applications, papers, documents and to do all such acts deeds and things as the DEVELOPER may require in order to legally and effectually vest in the DEVELOPER or the purchasers of the DEVELOPER's allocation in the said property undivided proportionate share in the land comprised in the said properties and for completing the construction and erection of the said building in accordance with the sanctioned plan.

16.3 The OWNERS shall execute the deeds of conveyance and/or transfer in respect of the undivided proportionate share in the



land comprised in the said property and attributable to and/or forming part of the DEVELOPER's allocation in the said building to the prospective buyers of the Developer's allotted share.

16.4 The OWNERS hereby undertakes that they or any person claiming through and/or under them shall not cause any hindrances in the construction of the said building at the said property and further undertake not to take any action whereby and where under the smooth construction of the said building is disturbed or hampered unless the DEVELOPER creates anything in violation of the agreement, which would be detrimental to the development.

16.5 That save and except any breach of terms and conditions of this presents, the OWNERS shall not cancel or rescind this agreement till such time the said building is completed in all respect and all the flats/units are handed over to the purchasers of the DEVELOPER's allocation and deeds of conveyance in respect thereof registered, provided however the DEVELOPER performs all its duties in terms of this development agreement.

16.6 The OWNERS shall be obliged and bound to observe the obligations specified in Schedule C hereunder.



- 16.7 The OWNERS shall up to the date of handing over possession of the said properties to the DEVELOPER for construction, bear and pay all statutory charges in respect of the said properties and the structure thereat. However OWNERS shall be liable to bear all new statutory charges after the new building is completed, the OWNERS' shall, before they take possession of the OWNERS' share, bear and pay Service Tax, if applicable, in respect of OWNERS' share only.
- 16.8 The OWNERS shall hand over vacant possession of the said premises after sanction of building plan by the KMC within 30 (thirty) days from the date of intimation of the same by the Developer, provided the Developer pays the balance amount of the Security Deposit to the owners.
- 16.9 The Owners shall also vacate and handover defacto possession of the shops held by them in the front portion of the property as and whenever shall be required by the Developer. The construction shall be carried out in a phased manner, hence the Owners may be required to shift their shops from the present position to an alternate position where the Developer completes construction first. Once the construction of the shops is completed in terms of the Building Sanction plan, the owners shall shift to their respective allotted shop rooms, upon receiving an intimation in this connection from the Developer.



17. DEVELOPER'S OBLIGATIONS:

17.1 The Developer shall make an interest free deposit of a sum of Rs. 70,00,000/- (Rupees Seventy Lakhs only) with the Owners as a refundable security. The payment of the said security shall be made by the Developer in the manner following:-

- a) A sum of Rs.20,00,000/- (Rupees Twenty Lacs Only) has already been paid by the Developer to the Owners before the execution of this Indenture in the manner as follows:

Ajit Kumar Datta	Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand Only)
Monojit Kumar Dutta	Rs.5,00,000/- (Rupees Five Lacs Only)
Srikanta Datta	Rs.5,00,000/- (Rupees Five Lacs Only)
Rudrajit Datta	Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand Only)
Arghyajit Dutta	Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand Only)
Swapna Dutta	Rs.2,50,000/- (Rupees Two Lacs Fifty Thousand Only)

- b) A sum of Rs.5,00,000/- (Rupees Five Lacs only) has been paid by the Developer simultaneously with the execution hereof. This amount is paid to Sri Monojit Kumar Dutta.

- c) The balance sum of Rs.45,00,000/- (Rupees Forty Five Lacs only) shall be paid by the Developer to the Owners at the time of receiving defacto vacant possession of the entire property notwithstanding to clause 16.9 as above for the purpose of construction of the



proposed building on the basis of a building plan sanctioned by the Kolkata Municipal Corporation, upon demolition of the existing structure thereat. . The payment of the said balance amount shall be made by the Developer in the manner following:-

Ajit Kumar Datta	Rs.5,00,000/-(Rupees Five Lacs Only)
Monojit Kumar Dutta	Rs.10,00,000/-(Rupees Ten Lacs Only)
Srikanta Datta	Rs.10,00,000/-(Rupees Ten Lacs Only)
Swapna Dutta	Rs.5,00,000/-(Rupees Five Lacs Only)
Rudrajit Datta	Rs.7,50,000/-(Rupees Seven Lacs Fifty Thousand only)
Arghyajit Dutta	Rs.7,50,000/-(Rupees Seven Lacs Fifty Thousand only)

17.2 The entire amount of security deposit of Rs. 70,00,000/- (Rupees Seventy Lakhs only) shall be refunded by the Owners to the Developer on or before the Owners take possession of the Owners allocation.

17.3 The OWNERS have already put the DEVELOPER in de jure possession of the said properties, who shall have right to enter upon the said properties and do soil testing, survey of the said properties and all other preparatory works, as may be necessary for the preparation, submission and obtaining sanction plan of the building plan and/or getting it re validated, at the costs and expenses of the DEVELOPER.



- 17.4 The DEVELOPER shall complete the construction of the said building within a period of 36 (thirty six) months from the date of commencement of construction unless prevented by force majeure or any other reasons beyond the control of the DEVELOPER or if restrained by an order of court and/or statutory authority. The Developer shall start the demolition of the existing old building within 30(thirty)days from the date of receiving vacant possession of the existing building from the owners and the tenants. After completion of the demolition work, the Developer shall commence construction according to sanction building plan within 30(thirty) days of the completion of the demolition work.
- 17.5 The Owners shall arrange for their respective alternate residential accommodation during the period of construction from the date of giving vacant possession of the said property to the Developer, till receiving possession of the owners allocation from the Developer in terms of this indenture.
- 17.6 The Developer shall submit the building plan to the KMC for sanction within 30(Thirty) days from the date of execution and registration of this indenture, subject to obtaining necessary clearances from the authorities concerned. The Developer shall intimate the owners within 7(Seven) days of obtaining sanction from the KMC.
- 17.6A The Developer after obtaining the sanction building plan from the Kolkata Municipal Corporation, shall give notice in writing to



the owners and the tenants for delivery of vacant possession to the Developer within 30(thirty)days of receipt of the notice.

- 17.7 The DEVELOPER, after receiving vacant possession of the property is entitled to and authorized to demolish the existing structure/s standing on the said premises and all debris, rubble, iron and steel structures, electrical fittings, bricks wooden materials etc accruing therefrom will absolutely belong to the Developer . The owners will have no right or claim there over. The Developer shall carry on the demolition work with full safety and security at their own risk for which the owners shall not be responsible.
- 17.8 The DEVELOPER shall use good quality preferably ISI approved materials and fixtures and fittings for constructing the said building as prescribed by the Architect.
- 17.9 If any deviation is being made by the DEVELOPER during construction of the said building, the DEVELOPER shall be solely responsible to rectify and/or regularise the same by paying necessary fees/penalties and/or compensation to the concerned authority and shall obtain the Completion Certificate from the KMC before handing over possession of the OWNERS' allocation to the OWNERS.
- 17.10 The DEVELOPER shall, simultaneously with handing over possession of the OWNERS' allocation, make over to the OWNERS a Xerox copy of the Completion Certificate along



with a copy of the Completion plan to be granted by the Kolkata Municipal Corporation.

18. PERFORMANCE, DEFAULTS & PENALTY:

18.1 In the event the OWNERS fail and/or neglect to comply with their obligations towards fulfillment of the terms and conditions of this agreement in the manner as described hereinbefore, the DEVELOPER shall at its discretion rescind this agreement and the OWNERS shall refund to the DEVELOPER its security deposit and entire investment in the said property till that date together with all costs and expenses (as per the market price on production of documentary evidence) made till then along with damages and in that event, the OWNERS indemnify the DEVELOPER to pay off all the sums due or payable to the DEVELOPER within 30(Thirty)days immediately after receiving notice from the DEVELOPER in that respect. If due to any reasons whatsoever the OWNERS fail to execute and sign necessary deeds, papers and documents the DEVELOPER shall be at liberty to sue the OWNERS for specific performance of the contract.

18.2 In the event, the DEVELOPER fails to commence construction, by starting the work of demolition of the existing structure at the said premises even after 30 (Thirty) days of the OWNERS and the Tenants giving vacant possession of the premises after obtaining sanction of the plan from Kolkata Municipal Corporation, the OWNERS shall at their discretion have the right



to rescind this Agreement and inform the DEVELOPER in writing.

18.3 OWNERS shall not be liable to bear and pay any tax, including Income Tax and/or Service Tax in relation to any transaction in respect of the DEVELOPER's share/allocation. The Owners shall be required to pay service tax only in respect of the Owners' share/allocation which shall be paid before they take possession of their share/allocated portion, as shall be payable under the statute.

18.4 In the event the said owners suffer any loss and/or damage due to any litigation between the Developer and any stranger and/or third party due to any dispute arising out of any negligence on the part of the Developer, the Developer shall keep the owners indemnified against any such loss.

19. MISCELLANEOUS:

19.1 Any notice required to be given by the OWNERS or the DEVELOPER shall without prejudice to any other mode of service available be deemed to have been served either on the OWNERS or the DEVELOPER if delivered by hand and duly acknowledged or sent by prepaid speed post with acknowledgement due and be deemed to have been served on the OWNERS or the DEVELOPER if sent to the respective address of the party.



- 19.2 None of the parties hereto shall do any act, deed or thing whereby and where under the other party is prevented from enjoying and/or dealing with its respective allocation in terms of this development agreement.
- 19.3 Both the parties hereby covenant with each other to do all such other lawful acts deeds or things as may be reasonably required by the either of the parties for the purpose of giving effect to and/or implementing this development agreement.
- 19.4 The parties shall not take any step against one another which will impede and/or hamper the work of construction and erection at the said premises.

20. JURISDICTION:

- 20.1 The Courts within the jurisdiction of the said properties shall have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.



SCHEDULE A ABOVE REFERRED TO :**(PROPERTY DETAILS)**


ALL THAT the piece and parcel of land measuring an area of 9 (Nine) Cottahs, 2 (Two) Chittaks 38 (Thirty Eight) Square Feet be the same a little more or less which includes the common passage for free egress and ingress for laying drain pipes, filtered and unfiltered water pipes and electric cable underneath the said common passage being Plot No.76 of the Surplus land in Calcutta Improvement Scheme No. XV(C) formed out of portion of old premises no. 15, Gariahat Road being part of Holding No.3 Sub Division K, Division V, Dihi Panchanna Gram, District 24 Parganas Police Station -Gariahat, Kolkata - 700019, Sub-Registry Office at Sealdah together with two storied building having 4500 sq.ft. approximately in each floor, standing thereon lying situate at and formed upon amalgamation of the Premises Nos. 3B/1A, 3E/ 1A, .3A, 3B, 3C, 3D, 3E, and 3F, Ekdalia Road now known as P.C. Sorcar Sarani, Kolkata – 700019, now renumbered after amalgamation as 3A, P.C. Sorcar Sarani, P.S. Gariahat, P.O. Ballygunge within ward no. 68 of the Kolkata Municipal Corporation and bounded as follows:-

- On the North – By public road (50 feet wide) P.C. Sorcar Sarani
- On the South – By a portion of premises No 16 Lila Roy Sarani
(Gariahat Road)
- On the East – By premises No.5, P.C. Sorcar Sarani
- On the West – By premises No.1, P.C. Sorcar Sarani

Ac.

SCHEDULE B ABOVE REFERRED TO:

(Specification of building construction)

Structure	: RCC framed structure
Anti Termite	: Anti termite treatment will be done at pre construction Treatment Stage
Elevation	: Aesthetic blend of texture/ weather coat paints / stone or tiles
Entrance Lobby	: Designer marble flooring with well decorated lift facia finished with granite/stone.
Flooring	: Marble slabs/ Vitrified Tiles Flooring inside flat. Entire staircase will also be of marble flooring. Ground floor/parking areas shall be finished with Kota stone/vitrified tiles/Pavement blocks. The ultimate roof of the building shall also be finished with roof tiles/mosaic flooring.
Kitchen	: Black granite counter top with stainless steel sink and ceramic designer glazed tiles up to 2 ft. above counter.
Toilet	: Marble/Anti skid vitrified tiles flooring with ceramic designer glazed tiles up to door height.
Plumbing	: Concealed plumbing with hot & cold water arrangement in all toilets with CPVC pipes of 'Ashirvad / Astral / Oriplast / Supreme and/or equivalent make. All CP fittings will be of Jaquar / Kohler or equivalent brand and all wash basins, WC & cistern will be of Kohler / Hindware / Parryware or equivalent brands.
Windows	: Powder coated aluminium sliding windows or UPVC sliding windows of Fenesta and/or equivalent make for all rooms with  .

- grill. Bathrooms to have aluminium louver windows with grill.
- Doors** : Main door will be wooden flush door with both sides polish or laminate. Other doors will be flush doors with both sides polish or laminate. Doors frames will be of solid sal wood.
- Locks** : Main doors to have Godrej night latches. Others rooms to have cylindrical locks. Main door to have magic eye & door stopper.
- Internal Finish** : Inside walls of the flats will have putty finish.
- Electrical** : Concealed copper wiring of Havells/Finolex FRLS and/or equivalent make. Modular switches of Havells/Crabtree/Legrand/Schneider and/or equivalent make. Geyser points in all toilets. AC points in all bedrooms and the drawing-dining. TV, cable and Telephone points in the drawing cum dining room.
- Lift** : Lift will be of Otis/Kone or any other reputed make and of adequate capacity.
- Intercom** : Intercom facility will be provided from the main gate to the flat.
- Generator** : Generator of Kirloskar Bliss/Cummins and/or equivalent make will be provided for smooth functioning of all common amenities during power cuts.



SCHEDULE C ABOVE REFERRED TO:

1. Proportionate share of the municipal rates and taxes and other impositions, if any, in respect of the owners allocation from the date of taking possession till such time as the flats / apartments/ holdings are mutated and/or separated and thereby separately assessed.
2. Proportionate cost of electric consumption for running the electric water pumping system, lift operations, generator (if any) and/or lighting in the common areas , lights in the main gate etc.
3. Proportionate cost of sweepers, charges for keeping and maintaining the common areas fit for common use.
4. Proportionate cost of remuneration for the Durwan/Watchman/ caretaker/security personnel.
5. Proportionate cost of repair of all the common facilities and services relating to the sewer, Electric, water line, etc. and particularly the repairing and maintenance cost of roof, water reservoirs, water pipes and electric lines including the main entrance of the building, staircase, landing, main entrance which will be ordinarily and/ or emergently used for keeping the same fit for common use and also the proportionate cost all external repairs and painting the exterior of the building as may be necessary from time to time.
6. Proportionate cost of annual maintenance charges for lift, water pump and other common utilities.

Wd

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

SIGNED SEALED AND DELIVERED

by the **OWNERS** at Kolkata in presence of
Witnesses:

1. Nitinjan Kar.
S/o Gautam Kar.
5B, Sailendra Halder
Street, Kolkata - 26

2. Subhesia Das Gupta
Adv.
ALPORA SUBS COURT
KOL - 27

Ajit Kumar Datta -
Monojit Kumar Datta
Sankhanta Datta
Rudrajit Datta.
Anghrajit Datta
Swarna Datta.

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata in presence of
Witnesses:

For SKYLINE PROJECTS

1. Nitinjan Kar.
S/o Gautam Kar.
5B, Sailendra Halder
Street, Kolkata - 26

Subash Mazumdar
Partner

Ravi Bala.
Partner

2. Subhesia Das Gupta
Adv.
ALPORA SUBS COURT
KOL - 27

Drafted by
Subhesia Das Gupta
Adv.
ALPORA SUBS COURT, KOL - 27
NO 751/778 dt 1989

MEMORANDUM OF SECURITY DEPOSIT

Received from the within named Developer, a sum of **Rs.25,00,000/- (Rupees Twenty Five Lacs Only)** in the following manner towards part payment of the Security Deposit.

Pay Order Favouring	Pay Order No.	Dated	Bank/Branch	Amount
AJIT KUMAR DATTA	397051	24.07.2015	Kotak Mahindra Bank/RashBehari Branch	Rs.2,50,000/-
MONOJIT KUMAR DUTTA	397050	24.07.2015	Kotak Mahindra Bank/RashBehari Branch,	Rs.5,00,000/-
SRIKANTA DATTA	397049	24.07.2015	Kotak Mahindra Bank/RashBehari Branch	Rs.5,00,000/-
RUDRAJIT DATTA	397048	24.07.2015	Kotak Mahindra Bank/Rash Behari Branch	Rs.2,50,000/-
ARGHYAJIT DUTTA	397052	24.07.2015	Kotak Mahindra Bank/RashBehari Branch	Rs. 2,50,000/-
SWAPNA DUTTA	397047	24.07.2015	Kotak Mahindra Bank/RashBehari Branch	Rs. 2,50,000/-
MONOJIT KUMAR DUTTA	850296	06.05.2016	Kotak Mahindra Bank/RashBehari Branch	Rs.5,00,000/-
			TOTAL	Rs.25,00,000/-

(Rupees TwentyFive Lacs Only)

Witnesses:-

1. Nikanjan Kar

2. Subhasis Das Anuswapna Datta.

Ajit-Kumar Datta
Monojit Kumar Datta
Srikanta Datta
Rudrajit Datta
Arghyajit Datta

Ajit Kumar Datta

Name AJIT KUMAR DATTA
Signature *Ajit Kumar Datta*

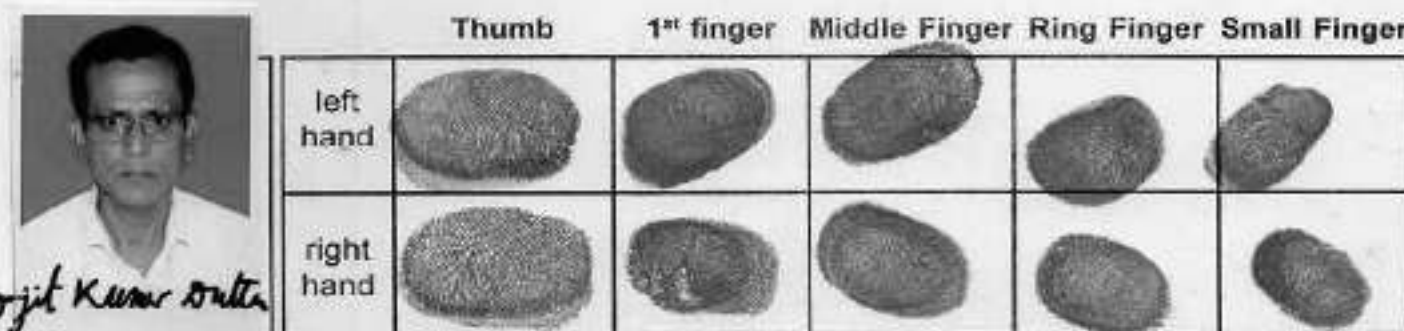
Thumb 1st finger Middle Finger Ring Finger Small Finger



Monojit Kumar Datta

Name MONOJIT KUMAR DATTA
Signature *Monojit Kumar Datta*

Thumb 1st finger Middle Finger Ring Finger Small Finger



Srikanta Datta

Name SRIKANTA DATTA
Signature *Srikanta Datta*

Thumb 1st finger Middle Finger Ring Finger Small Finger



Rudrajit Datta

Name RUDRAJIT DATTA
Signature *Rudrajit Datta*

Thumb 1st finger Middle Finger Ring Finger Small Finger





Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name ... ARGHYAJIT DUTTA

Signature ... Arghyajit Dutta



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name ... SWAPNA DUTTA

Signature ... Swapna Dutta



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name ... PALASH MAZUMDER

Signature ... Palash Mazumder



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name ... LALIT BAIRI







Signature ... Lalit Bairi











Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS, District Name :South 24-Parganas
Signature / LTI Sheet of Query No/Year 16010000603989/2016



I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr AJIT KUMAR DATTA Ekta Heights, Block II, Flat-5B, 56, Raja S.C.Mallik, P.O.- Jadavpur, P.S.- Jadavpur, District-South 24-Parganas, West Bengal, India, PIN - 700032	Land Lord	 <i>Ajit Kumar Datta</i>		<i>Ajit-Kumar Datta</i> 09.05.2016
2	Mr MONOJIT KUMAR DUTTA 3A, P.C.Sorcar Sarani, 1st Floor, P.O.- Ballygunge, P.S.- Gariahat, District-South 24-Parganas, West Bengal, India, PIN - 700019	Land Lord	 <i>Monojit Kumar Datta</i>		<i>Monojit Kumar Datta</i> 09.05.16.
3	Mr SRIKANTA DATTA 3A, P.C.Sorcar Sarani, Ground Floor, P.O.- Ballygunge, P.S.- Gariahat, District-South 24-Parganas, West Bengal, India, PIN - 700019	Land Lord	 <i>Srikanta Datta</i>		<i>Srikanta Datta</i> 09.05.2016

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr ARGHYAJIT DUTTA 80/3A, Kankulia Road, 3rd Floor, P.O:- Sarat Bose Road, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029	Land Lord			Arghyajit Dutta 09.05.2016
5	Mr RUDRAJIT DATTA 80/3A, Kankulia Road, 3rd Floor, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029	Land Lord			Rudrajit Datta 09.05.2016
6	Mrs SWAPNA DUTTA Ekta Heights, 56, Raja S.C. Mallick Road, P.O:- Jadavpur, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029	Land Lord			Swapna Dutta 9/5/2016
7	Mr PALASH MAZUMDER Roopkatha, Block-A, Flat-3B, 27, Prantik Pally, P.O:- Bosepukur, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042	Representative of Developer [SKYLINE PROJECTS]			Palash Mazumder 09.05.2016

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr LALIT BAID 117.Southern Avenue, P.O.- Sarat Bose Road, P.S.- Lake, District:- South 24-Parganas West Bengal, India, PIN - 700029	Represent ative of Developer [SKYLINE PROJECT S]			<i>Lalit Baid</i> 9/5/16.
Sl No.	Name and Address of identifier	Identifier of			Signature with date
1	Mr Subhasis Das Gupta Son of Late B M Das Gupta Alipore Judges Court, P.O.- Alipore, P.S.- Alipore, District-South 24- Parganas, West Bengal, India, PIN - 700027	Mr AJIT KUMAR DATTA, Mr MONOJIT KUMAR DATTA, Mr SRIKANTA DATTA, Mr ARGHYAJIT DATTA, Mr RUDRAJIT DATTA, Mrs SWAPNA DATTA, Mr PALASH MAZUMDER, Mr LALIT BAID			<i>Subhasis Das Gupta</i> 9/5/16

(Debasis Patra)

DISTRICT SUB-
REGISTRAR

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

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	<p>Mr AJIT KUMAR DATTA Son of Late Phakir Chandra Dutt Ekta Heights, Block II, Flat-5B, 56, Raja S.C. Mallic, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032</p>

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Mr AJIT KUMAR DATTA Son of Late Phakir Chandra Dutt Ekta Heights, Block II, Flat-5B, 56, Raja S.C. Mallic, P.O:- Jadavpur, P.S:- Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN - 700032 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACXPD7285K.; Status : Individual; Date of Execution : 09/05/2016; Date of Admission : 09/05/2016; Place of Admission of Execution : Pvt. Residence</p>
2	<p>Mr MONOJIT KUMAR DUTTA Son of Late Phakir Chandra Dutt 3A, P.C.Sorcar Sarani, 1st Floor, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ACXPD4049D.; Status : Individual; Date of Execution : 09/05/2016; Date of Admission : 09/05/2016; Place of Admission of Execution : Pvt. Residence</p>
3	<p>Mr SRIKANTA DATTA Son of Late Phakir Chandra Dutt 3A, P.C.Sorcar Sarani, Ground Floor, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFXPD3714Q.; Status : Individual; Date of Execution : 09/05/2016; Date of Admission : 09/05/2016; Place of Admission of Execution : Pvt. Residence</p>
4	<p>Mr ARGHYAJIT DUTTA Son of Late Ranjit Kumar Dutta 80/3A, Kankulia Road, 3rd Floor, P.O:- Sarat Bose Road, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFZPD0614B.; Status : Individual; Date of Execution : 09/05/2016; Date of Admission : 09/05/2016; Place of Admission of Execution : Pvt. Residence</p>

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
5	<p>Mr RUDRAJIT DATTA</p> <p>Son of Late Ranjit Kumar DATTA</p> <p>80/3A, Kankulia Road, 3rd Floor, P.O:- Ballygunge, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEXPD1666C.; Status : Individual; Date of Execution : 09/05/2016; Date of Admission : 09/05/2016; Place of Admission of Execution : Pvt. Residence</p>
6	<p>Mrs SWAPNA DUTTA</p> <p>Wife of Mr. Ajit Kumar Datta</p> <p>Ekta Heights, 5B, Raja S.C.Mallik Road,, P.O:- Jadavpur, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADRPD3074B.; Status : Individual; Date of Execution : 09/05/2016; Date of Admission : 09/05/2016; Place of Admission of Execution : Pvt. Residence</p>

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	SKYLINE PROJECTS 33V, Monohar Pukur Road, 3rd Floor, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 PAN No. ABWFS3367H.; Status : Organization; Represented by representative as given below:-
1(1)	Mr PALASH MAZUMDER Roopkatha", Block-A, Flat-3B, 27, Prantik Pally, P.O:- Bosepukur, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700042 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AHKPM6085G.; Status : Representative; Date of Execution : 09/05/2016; Date of Admission : 09/05/2016; Place of Admission of Execution : Pvt. Residence
(2)	Mr LALIT BAID 117, Southern Avenue, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AEBPB4890E.; Status : Representative; Date of Execution : 09/05/2016; Date of Admission : 09/05/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Subhasis Das Gupta Son of Late B M Das Gupta Alipore Judges Court, P.O:- Alipore, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,	Mr AJIT KUMAR DATTA, Mr MONOJIT KUMAR DUTTA, Mr SRIKANTA DATTA, Mr ARGHYAJIT DUTTA, Mr RUDRAJIT DATTA, Mrs SWAPNA DUTTA, Mr PALASH MAZUMDER, Mr LALIT BAID	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: P.C. Sarkar Sarani (Adjoining Rasbehari Av.), Premises No. 3A, Ward No: 68		9 Katha 2 Chatak 38 Sq Ft	1,00,00,000/-	5,77,38,479/-	Proposed Use: Bastu, Property is on Road Adjacent to Metal Road,

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	4500 Sq Ft.	0/-		Residential Use, Marble Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
F1	Floor No: 1	4500 Sq Ft.	0/-		Residential Use, Marble Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1	9000 Sq Ft.	50,00,000/-	85,50,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr AJIT KUMAR DATTA	SKYLINE PROJECTS	2.52389	16.6667
	Mr MONOJIT KUMAR DUTTA	SKYLINE PROJECTS	2.52389	16.6667
	Mr SRIKANTA DATTA	SKYLINE PROJECTS	2.52389	16.6667
	Mr ARGHYAJIT DUTTA	SKYLINE PROJECTS	2.52389	16.6667
	Mr RUDRAJIT DATTA	SKYLINE PROJECTS	2.52389	16.6667
	Mrs SWAPNA DUTTA	SKYLINE PROJECTS	2.52389	16.6667

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr AJIT KUMAR DATTA	SKYLINE PROJECTS	1500 Sq Ft.	16.6667
	Mr ARGHYAJIT DUTTA	SKYLINE PROJECTS	1500 Sq Ft.	16.6667
	Mr MONOJIT KUMAR DUTTA	SKYLINE PROJECTS	1500 Sq Ft.	16.6667
	Mr RUDRAJIT DATTA	SKYLINE PROJECTS	1500 Sq Ft.	16.6667
	Mr SRIKANTA DATTA	SKYLINE PROJECTS	1500 Sq Ft.	16.6667
	Mrs SWAPNA DUTTA	SKYLINE PROJECTS	1500 Sq Ft.	16.6667

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Subhasis Das Gupta
Address	Alipore Judges Court, Thana : Alipore, District : South 24 Parganas, WEST BENGAL, PIN - 700027
Applicant's Status	Advocate

Office of the D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160101593 / 2016

Query No/Year	16010000603989/2016	Serial no/Year	1601001809 / 2016
Deed No/Year	I - 160101593 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr AJIT KUMAR DATTA	Presented At	Private Residence
Date of Execution	09-05-2016	Date of Presentation	09-05-2016

Remarks

On 09/05/2016

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

Presented for registration at 21:20 hrs on : 09/05/2016, at the Private residence by Mr. AJIT KUMAR DATTA , one of the Executants.

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 6,62,86,479/-

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

Execution is admitted on 09/05/2016 by

Mr AJIT KUMAR DATTA, Son of Late Phakir Chandra Dutt, Ekta Heights, Block II, Flat-5B.56, Raja S.C.Mallik, P.O: Jadavpur, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700032, By caste Hindu, By Profession Business

Indetified by Mr Subhasis Das Gupta, Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

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

Execution is admitted on 09/05/2016 by

Mr MONOJIT KUMAR DUTTA, Son of Late Phakir Chandra Dutt, 3A, P.C.Sorcar Sarani, 1st Floor, P.O: Ballygunge, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Business

Indetified by Mr Subhasis Das Gupta, Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

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

Execution is admitted on 09/05/2016 by

Mr SRIKANTA DATTA, Son of Late Phakir Chandra Dutt, 3A, P.C.Sorcar Sarani, Ground Floor, P.O: Ballygunge, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Business

Indetified by Mr Subhasis Das Gupta, Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

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

Office of the D.S.R. - I SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 160101593 / 2016

Query No/Year	16010000603989/2016	Serial no/Year	1601001809 / 2016
Deed No/Year	I - 160101593 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr AJIT KUMAR DATTA	Presented At	Private Residence
Date of Execution	09-05-2016	Date of Presentation	09-05-2016

Remarks

On 09/05/2016

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

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Indetified by Mr Subhasis Das Gupta, Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

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

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Indetified by Mr Subhasis Das Gupta, Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

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

Execution is admitted on 09/05/2016 by

Mr ARGHYAJIT DUTTA, Son of Late Ranjit Kumar Dutta, 80/3A, Kankulia Road, 3rd Floor, P.O: Sarat Bose Road, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By Profession Business

Indetified by Mr Subhasis Das Gupta, Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

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

Execution is admitted on 09/05/2016 by

Mr RUDRAJIT DATTA, Son of Late Ranjit Kumar DATTA, 80/3A, Kankulia Road, 3rd Floor, P.O: Ballygunge, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By Profession Business

Indetified by Mr Subhasis Das Gupta, Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

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

Execution is admitted on 09/05/2016 by

Mrs SWAPNA DUTTA, Wife of Mr Ajit Kumar Datta, Ekta Heights, 56, Raja S.C. Mallick Road, , P.O: Jadavpur, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By Profession Business

Indetified by Mr Subhasis Das Gupta, Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

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

Execution is admitted on 09/05/2016 by

Mr PALASH MAZUMDER Partner, SKYLINE PROJECTS, 33V, Monohar Pukur Road, 3rd Floor, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Mr PALASH MAZUMDER, Son of Late Bijan Bandhu MAZUMDER, Roopkatha, Block-A, Flat-3B, 27, Prantik Pally, P.O: Bosepukur, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700042, By caste Hindu, By profession Business

Indetified by Mr Subhasis Das Gupta, Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

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

Execution is admitted on 09/05/2016 by

Mr LALIT BAID Partner, SKYLINE PROJECTS, 33V, Monohar Pukur Road, 3rd Floor, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Mr LALIT BAID, Son of Late Sampat Mull BAID, 117, Southern Avenue, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By profession Business

Indetified by Mr Subhasis Das Gupta, Son of Late B M Das Gupta, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, By caste Hindu, By Profession Business

(Debasis Patra)

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

On 10/05/2016

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 27,542/- (B = Rs 27,489/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 27,542/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Draft Rs 75,000/-, by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 719, Purchased on 06/05/2016, Vendor named M Gazi.

Description of Draft

1. Rs 30,000/- is paid, by the Draft(8554) No: 000428233610, Date: 09/05/2016, Bank: STATE BANK OF INDIA (SBI), PBB DESHAPRIYA PARK
2. Rs 45,000/- is paid, by the Draft(8554) No: 000428233609, Date: 07/05/2016, Bank: STATE BANK OF INDIA (SBI), PBB DESHAPRIYA PARK.

(Debasis Patra)

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 1601-2016, Page from 46086 to 46139

being No 160101593 for the year 2016.



Digitally signed by DEBASIS PATRA
Date: 2016.05.10 16:23:46 +05:30
Reason: Digital Signing of Deed.

(Debasis Patra) 10-05-2016 16:23:41

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS

West Bengal.

(This document is digitally signed.)