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Certified that the document is admitted to registration. The signature sheet/s and the enclosures attached with this document are the part of this document.

Asst. Dist. Sub-Registrar
Chooee, South 24 Parganas

20 APR. 2017

DEVELOPMENT AGREEMENT

This development agreement ("Agreement") entered into at Kolkata this 18th day of April, 2017 between (1) Sri Jayanta Chowdhury, son of Late Rai Sudhindra Nath Chowdhury, aged about 69 years, [PAN ACNPC6461G], (2) Sri Sudipto Chowdhury, son of Late Soumendra Nath Chowdhury, aged about 51 years, [PAN ABXPC3311J] and (3) Smt. Purna Chowdhury, daughter of Late Debendra Nath Bhattacharjee and wife of Late Soumendra Nath Chowdhury, aged about 71 years, [PAN AGPPC 8438F], all residing at 200A, S.P. Mukherjee Road, Kolkata-700 026, Post Office Kalighat, Police Station Tollygunge, hereinafter collectively referred to as the "OWNERS" (which expression shall unless excluded by or repugnant to the context shall mean their successors in interest and/or permitted assigns and/or permitted nominees) of the FIRST PART

Forwards Elexus



MCTS 2051

MCTS 2050



Panna Choudhury

MCTS 2049

Sudha Choudhury

MCTS 2048

Poojitha



Mud Kumar

MCTS 2047



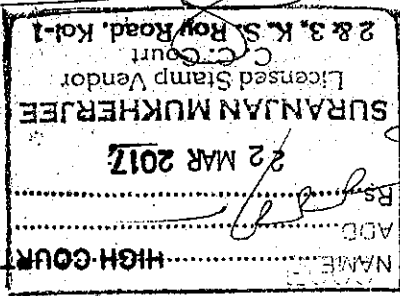
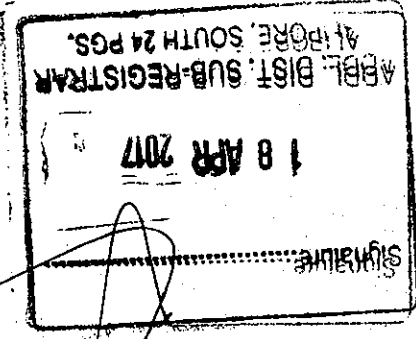
Ripayan Bhattacharya

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Ripayan Bhattacharya

22 MAR 2017



ARINDAM BHAKAT, ADVOCATE, HIGH COURT, CALCUTTA



171083

AND

Prakriti Eminent Heights LLP, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act 2008 (LLPIN AAC5806), having its registered office at R.No-204, 2nd Floor, Fort Knox Building, 6 Abanindra Nath Thakur Sarani (formerly Camac Street), Kolkata-700017, Post Office and Police Station Shakespeare Sarani (PAN AARFP2144F), being represented by its designated partners, namely, (1) Dipanjan Bhattacharjee, son of Late Lokenath Bhattacharjee, of 84, B. T. Road, Kolkata-700090, Post Office Noapara, Police Station Baranagar [PAN AIKPB3840P], (2) Manish Kakrania, son of Devi Prasad Kakrania, of Flat 3B, 3rd Floor, Palacio Building, 6 Queens Park, Kolkata-700019, Post Office and Police Station Ballygunge [PAN AFXPK4182R] and (3) Rajesh Kumar Baid, son of Bhawar Lal Baid, of 41, Tara Chand Dutta Street, Kolkata-700073, Post Office Colootola, Police Station Jorashanko [PAN AFGPB6924B], vide Resolution dated 23.06.2015, hereinafter referred to as "the DEVELOPER" (which expression shall unless excluded by or repugnant to the context shall mean their successors in interest and/or permitted assigns and/or permitted nominees) of the OTHER PART

The Owners and the Developer shall be individually referred to as "Party" and collectively as "Parties".

WHEREAS

1. A two-storied building and land appurtenant thereto admeasuring about 21 Cottahs 9 Chittacks and 5 Square feet forming part of the municipal premises No. 200A, Shyama Prosad Mukherjee Road, within the municipal limits of Kolkata, Police Station Tollygunge, Sub-Registry Alipore (hereinafter referred to as the "Subject Premises"), was owned by Late Mayabati Devi, wife of Rai Jatindra Nath Chowdhury (hereinafter referred to as the "Settlor") and Late Rai Sudhindra Nath Chowdhury, her son in equal proportion. The Subject Premises is more fully and particularly described in the First Schedule hereunder written.
2. The said Settlor, by a Bengali deed of settlement dated September 5, 1958 and registered in the office of the Sub-Registrar, Alipore in Book I, Volume 138, Pages 129 to 135, being No.7796 for the year 1958 ("Deed of Settlement") created a trust and settled the properties mentioned in the Schedule 'Ka' to 'Ga' of the said Deed of Settlement including the Subject Premises for the benefit of her grandsons being, Soumendra Nath Chowdhury (since deceased), Kalyan Chowdhury (since deceased) and Jayanta Chowdhury, the three sons of her said son, Rai Sudhindra Nath Chowdhury. The Settlor also appointed her said son, Rai Sudhindra Nath Chowdhury as trustee of the said trust.
3. By the Deed of Settlement, the Settlor had provided that on the death of the Settlor, the said trustee may at any time thereafter in his absolute discretion divide and distribute the properties mentioned in the schedule therein amongst the beneficiaries namely the said three grandsons of the Settlor in equal shares to be held and enjoyed by them as absolute property of each of them.



Signature.....
18 APR 2017
ADDE. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

4. The said Settlor died on May 9, 1976.
5. The said Kalyan Chowdhury, one of the beneficiaries under the Deed of Settlement died unmarried and intestate on November 13, 1970 leaving behind him, the trustee being his father as his sole heir. The said Kalyan Chowdhury's mother having predeceased him on or about April 13, 1964, on his demise his undivided share or interest as a beneficiary under the Deed of Settlement vested in the trustee as his sole heir. Thus, the trustee in his capacity as the heir of Kalyan Chowdhury became entitled to another 1/3rd share of the properties comprised in the schedule of the Deed of Settlement.
6. The said Soumendra Nath Chowdhury, one of the beneficiaries under the Deed of Settlement also died intestate on July 10, 1979 leaving behind his widow, said Smt. Purna Chowdhury and his only son, Sudiptendra Nath Chowdhury also known as Sudipto Chowdhury as his only legal heirs surviving and being seized and possessed (inter alia) of his beneficial undivided share or interest under Deed of Settlement in the properties mentioned in the schedule to the Deed of Settlement.
7. Thus the heirs and legal representatives of said Late Soumendra Nath Chowdhury being Smt. Purna Chowdhury and his only son said Sudiptendra Nath Chowdhury also known as Sudipto Chowdhury, have become vested with the undivided beneficial interest of their late husband and father respectively, i.e. said Soumendra Nath Chowdhury in the properties mentioned in the schedule of the Deed of Settlement.
8. In exercise of the power vested in the trustee under the Deed of Settlement and all other powers enabling him to do so, the trustee had decided to bring an end to the trust created by the Settlor by transferring to each group of beneficiaries the properties mentioned in the schedule of the Deed of Settlement and with a view, to distribute the properties and fund in three parcels, each part whereof was intended to be transferred to the beneficiaries as hereinbefore mentioned, separately to be held by them in lieu of their respective shares as the absolute property of them, free of any trust or obligations created by the Deed of Settlement hereinbefore mentioned.
9. By way of a Deed of Transfer dated March 30, 1981 and registered in the Office of the Registrar of Assurances, Calcutta in Book I, Volume 139, Pages 25 to 34, being No.2764 for the year 1981, the trustee transferred unto Jayanta Chowdhury undivided 1/3rd portion of Late Mayabati Devi's share in the Subject Premises which amounted to undivided 1/6th share of the Subject Premises.
10. By way of a Deed of Transfer dated March 30, 1981 and registered in the Office of the Registrar of Assurances, Calcutta in Book I, Volume 152, Pages 48 to 56, being No.2763 for the year 1981, the trustee transferred unto Smt. Purna Chowdhury and Sudipto Chowdhury undivided 1/3rd portion of Late Mayabati Devi's share in the Subject Premises which amounted to undivided 1/6th share of the Subject Premises.
11. By way of an unregistered Deed of Transfer dated March 30, 1981, Rai Sudhindanath Chowdhury in his capacity as the trustee transferred unto himself (as a beneficiary)



Signature.....
18 APR 2017
ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

undivided 1/3rd portion of Late Mayabati Devi's share in the Subject Premises which amounted to undivided 1/6th share of the Subject Premises. He thus became the owner of 2/3rd undivided share of the Subject Premises.

12. It has been a term of the transfer mentioned above that each of the beneficiary out of their separate estate and/or out of the estate now transferred to them as absolute estate will meet and pay all liabilities in respect of the properties transferred to each of them namely, the municipal rates and taxes, income-tax, wealth-tax and various other outgoings connected with the estate as the same cannot be immediately discharged and satisfied and would have to be so done on determination of such liability and demand in respect of them.
13. Thus, in the manner mentioned hereinabove, Smt. Purna Chowdhury and Sri Sudipto Chowdhury jointly became the owners, inter alia of 1/6th undivided share of the Subject Premises. Sri Jayanta Chowdhury became the owner of undivided 1/6th share of the Subject Premises. Rai Sudhindra Nath Chowdhury (since deceased) became owner of undivided 2/3rd share of the Subject Premises.
14. Late Rai Sudhindra Nath Chowdhury had duly made and executed his last Will and testament in Bengali language and character on June 9, 1964 at his place of residence at 200A, Shyama Prasad Mukherjee Road, Kolkata - 700 026.
15. The said Late Rai Sudhindra Nath Chowdhury had, by the said Will, appointed his eldest son Rai Soumendra Nath Chowdhury as the sole executor thereof, who has since died in July 10, 1979 without having proved the said Will.
16. Rai Sudhindra Nath Chowdhury, being a Hindu governed by Dayabhaga School of Hindu Law died testate on February 27, 1989. The following persons are his heirs and successors on whom the estate of the deceased would have devolved in case of intestacy under the Hindu Succession Act, 1956.

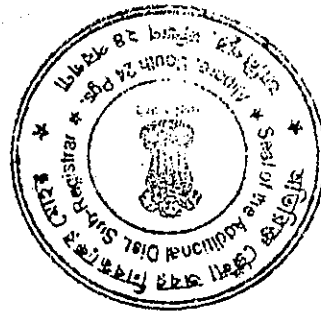
Sl. No.	Name	Relation	Address
(i)	Rai Soumendra Nath Chowdhury (died intestate leaving behind him surviving: Wife-Smt. Purna Chowdhury Son-Sudipto Chowdhury)	Son Daughter-in-law Grand-son	200A, S.P. Mukherjee Road, Kolkata- 26 -Do- -Do-
(ii)	Rai Kalyan Chowdhury (died unmarried intestate)	Son	-Do-
(iii)	Rai Jayanta Chowdhury	Son	-Do-
(iv)	Smt. Subhra Banerjee	Married daughter	1/13, Surya Nagar, N.S.C. Bose Road, Kolkata - 700 040.

17. Sri Sudipto Chowdhury filed an application for grant of Letters of Administration in respect of the estate of Rai Sudhindra Nath Chowdhury, being P.L.A. No. 151 of 2005

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

18 APR 2017

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before the Hon'ble High Court at Calcutta by virtue of the last Will and testament dated June 9, 1964 of Late Rai Sudhindra Nath Chowdhury.

18. Of the above named legal heirs of Late Rai Sudhindra Nath Chowdhury, his youngest son Jayanta Chowdhury and his daughter-in-law, Smt. Purna Chowdhury, have consented to the Letters of Administration being granted to Sri Sudipto Chowdhury, son of Late Rai Soumendra Nath Chowdhury.
19. There were two attesting witnesses who signed the Will of the said deceased. However, both of them had already died. The execution of the said Will and testament dated June 9, 1964 was proved by the declaration made by Smt. Purna Chowdhury, the daughter-in-law of the deceased, being the attending witness of the said Will, at the foot of the petition for grant of Letters of Administration who was present at the time of execution of the said Will and testament by the said deceased above named on June 9, 1964.
20. A caveat in the said P.L.A. No. 151 of 2005 was filed by Smt. Subhra Banerjee, married daughter of Rai Sudhindra Nath Chowdhury residing at 1/13, Surya Nagar, N.S.C. Bose Road, Kolkata - 700 040. An Affidavit in support of caveat was also filed by the said Smt. Subhra Banerjee.
21. Due to indifferent health, the said Smt. Subhra Banerjee did not want to proceed further with the legal dispute with her kith and kin. Under such circumstances, parties to P.L.A. No. 151 of 2005 intended to settle the dispute among themselves in accordance with the terms and conditions mentioned in the terms of settlement dated January 21, 2013 ("Terms of Settlement") wherein it had been agreed between the Owners and Smt. Subhra Banerjee inter alia that Smt. Subhra Banerjee shall relinquish all her claims and interest in the estate of Rai Sudhindra Nath Chowdhury and that the Owners shall jointly become the absolute owners of the same.
22. In terms of such mutual arrangement between the Owners and Smt. Subhra Banerjee, the Terms of Settlement was filed in the ongoing proceedings of P.L.A. No. 151 of 2005 and the Owners and Smt. Subhra Banerjee filed an application before the Hon'ble High Court at Calcutta to grant a Letters of Administration and record the compromise in the said P.L.A. No. 151 of 2005 recording withdrawal of the caveat and the affidavit filed by Smt. Subhra Banerjee in the said matter.
23. The Hon'ble High Court at Calcutta, on June 25, 2014 was pleased to grant Letters of Administration in the goods of Late Rai Sudhindra Nath Chowdhury to Sri Sudipto Chowdhury in terms of the last Will and testament of Late Rai Sudhindra Nath Chowdhury, deceased dated June 9, 1964 and P.L.A. No. 151 of 2005 was accordingly disposed of.
24. In terms of the said Will of Rai Sudhindra Nath Chowdhury, his three sons being Soumendra Nath Chowdhury (since deceased), Kalyan Chowdhury (since deceased) and Jayanta Chowdhury were entitled to receive inter alia his share in the Subject Premises in equal shares. As mentioned above, Kalyan Chowdhury had died intestate

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18 APR 2017
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prior to the death of Late Rai Sudhindra Nath Chowdhury without leaving behind any legal heir and Soumendra Nath Chowdhury had also pre deceased Late Rai Sudhindra Nath Chowdhury leaving behind his legal heirs, Purna Chowdhury (wife) and Sudipto Chowdhury (son). Thus as per the provisions contained in the said last Will and testament dated June 9, 1964 of Late Rai Sudhindra Nath Chowdhury, his undivided 2/3rd share in the Subject Premises was divided in the following manner:

- (i) Purna Chowdhury and Sudipto Chowdhury jointly became entitled to 1/2 (one half) of Rai Sudhindra Nath Chowdhury's undivided 2/3rd (two third) share in the Subject Premises i.e. undivided 1/3rd (one third) share in the Subject Premises; and
 - (ii) Jayanta Chowdhury became entitled to the remaining 1/2 (one half) of Rai Sudhindra Nath Chowdhury's undivided 2/3rd (two third) share in the Subject Premises i.e. undivided 1/3rd (one third) share in the Subject Premises.
25. Thus, in view of the above, the Owners have jointly become absolute owners of the Subject Premises in the ration given hereunder:
- (i) Jayanta Chowdhury: owner of undivided 1/2 or 50% share in the Subject Premises;
 - (ii) Purna Chowdhury and Sudipto Chowdhury: jointly owner of undivided 1/2 or 50% share in the Subject Premises.
26. The Owners have duly recorded and mutated their names in the records of the Kolkata Municipal Corporation and is presently assessed as Assessee No: 110881800366.
27. In the meantime, the Owners, with the intention of developing the Subject Premises on a joint venture basis with a developer by constructing a multi-storied building thereon comprising of several Units (as defined hereinafter) together with other amenities and facilities (hereinafter referred to as the "Project") had approached the Developer herein for taking up the development of the Subject Premises by constructing the Project.
28. The Parties have now mutually agreed to carry out development and construct the Project on the Subject Premises on the basis of the terms and conditions recorded in this Agreement.

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

1. DEFINITIONS

1.1 In this Agreement, the following expressions, shall have the meaning assigned to them:

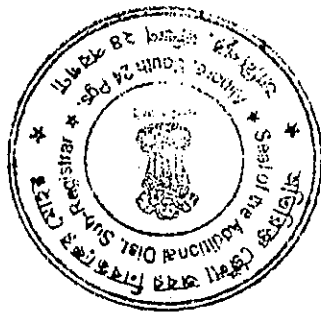
1.1.1 "Transfer Document" in relation to transfer of Units in the Project shall mean the agreements/ indentures/ deeds to be entered into between the Developer, the Owners (represented by the Developer as their POA holder in terms of this Agreement) and prospective transferees of the said Units comprised in the Project;

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18 APR 2017
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- 1.1.2 "Approval(s)" for the purpose of the Project shall include, but not be limited to, all licenses, permits, consents, approvals, clearances, sanctions, building bye laws, approvals including building sanction plans, statutory or otherwise required for or in relation to the development of the Subject Premises and construction of the Project; such permissions shall include, but shall not be limited to, permission from any local municipal authority, development authorities, fire and rescue services department, traffic police department, airports authority of India, Indian air force, electricity board, pollution control board, ministry of environment and forest (and other similar authorities) as well as State/Central Governments (as applicable).
- 1.1.3 "Architect" shall mean such architect(s) who may be from time to time appointed by the Developer for designing and planning of the Project at the Subject Premises.
- 1.1.4 "Building" shall mean the multi storied building to be constructed on the Subject Premises by the Developer comprising of residential and other Units and structures as part of the Project in accordance with the Plans and Specifications including but not limited to all infrastructure facilities and Common Areas which form part of such building;
- 1.1.5 "Built-Up Area" in respect of any Unit shall mean the plinth area of such Unit and include, inter alia, the area of the balconies (if any) attached thereto, the thickness of the external and internal walls thereof and the columns therein provided that if any walls or column be common between two Units then only one-half of the area under such walls or column be included in each such Unit.
- 1.1.6 "Commencement Date" shall mean 180 (one hundred and eighty) business days from the date on which the sanction of the building plan is obtained by the Developer from the Kolkata Municipal Corporation.
- 1.1.7 "Compliances" shall include compliance with the terms and conditions in relation to the Development of the Subject Premises or part thereof, stipulated in all Approvals, and filing / disclosure as may be required and compliances, statutory or otherwise necessary for the unhindered progress of the Development of the Subject Premises or part thereof in phases and for transfer / sale of the Units comprised in the Project to the prospective transferees;
- 1.1.8 "Common Area, Facilities & Amenities" shall mean the common areas in the Project as specified in the Plans and Specifications including (but not limited to) lobbies, staircase, lift, common passages, open areas, generator room, AC plant, electrical substation, service blocks, club house, swimming pool, parking blocks and other reserved areas whether statutory or otherwise, which form part of the Project;
- 1.1.9 "Common Expenses" shall mean and include all expenses to be incurred for the management maintenance upkeep and administration of the Project and the Subject Premises and in particular the Common Area and other common purposes and rendition of services in common to the prospective transferees/ holders of Units therein, after the Project is complete and possession is delivered to the respective transferees and/or owners.

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18 APR 2017
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- 1.1.10 "Common Purposes" shall mean and include the purpose of managing maintaining upkeeping and administering the Project and the Subject Premises and in particular the Common Area and installations, rendition of services in common to the transferees / holders of Units in the Building, collection and disbursement of the Common Expenses and dealing with all matters of common interest of the prospective transferees / holders of Units in the Project.
- 1.1.11 "Completion" shall mean completion of the Project in all respects and making the Building fit for occupation in accordance with the Plans and Specifications and on obtaining the Completion Certificate/Occupancy Certificate from KMC and the fire safety clearance certificate in respect of the same;
- 1.1.12 "Development" or "Develop" shall mean designing, planning, executing, constructing and finishing the Project on the Subject Premises as per the Plans and Specifications;
- 1.1.13 "Development Agreement" shall mean this Agreement entered into between the Owners and the Developer in respect of Project to be developed on the Subject Premises;
- 1.1.14 "Revenue Sharing" shall mean that the Parties shall not demarcate their respective shares based on the building plan and agree to sell their respective allocated area/share together under a single window selling scheme in terms of this agreement on a revenue sharing basis.
- 1.1.15 "Total Saleable Area" shall mean the saleable area in the Project which shall be about 66,663 (sixty six thousand six hundred and sixty three) square feet comprising of various Units and 50 (fifty) Parking Spaces (collectively Total Saleable Area).
- 1.1.16 "Developer's Share" shall mean transfer proceeds arising out of selling of (a) 52% (fifty two percent) of the saleable area in the Project at the Subject Premises and (b) 50% (fifty percent) of the Parking Spaces, and the same shall exclusively and absolutely belong to the Developer;
- 1.1.17 "Encumbrance" shall mean and include (but not be limited to) any liabilities, attachments, acquisitions, requisitions, statutory prohibitions, mortgage, pledge, equitable interest, assignment by way of security, conditional sales contract, hypothecation, right of other third parties, claim, security interest, encumbrance, title defect, title retention agreement, interest, option, lien, charge, commitment, restriction or limitation of any nature whatsoever, including restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same ;
- 1.1.18 "KMC" shall mean Kolkata Municipal Corporation.
- 1.1.19 "Owners' Share" shall mean (1) Owner No. 1, i.e. Sri Jayanta Chowdhury, shall be entitled to transfer proceeds arising out of selling of (a) 18.20% (eighteen point two

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18 APR 2017
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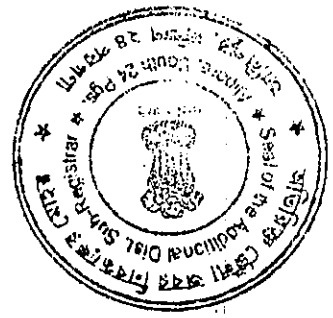


zero percent) of the saleable area in the Project at the Subject Premises and (b) 19% (nineteen percent) of the Parking Spaces and further 2 (two) units [comprising of 1 Type A - 4BHK unit and 1 Type B - 3BHK unit] collectively measuring an area of about 3870 (three thousand eight hundred and seventy) square feet on the 5th floor of the Building along with 3 (three) car parking spaces and the same shall exclusively and absolutely belong to the Owner No.1 and

(2) Owner Nos. 2 and 3, i.e. Sri Sudipto Chowdhury and Smt. Purna Chowdhury, shall jointly be entitled to transfer proceeds arising out of selling of (a) 17.94% (seventeen point nine four percent) of the saleable area in the Project at the Subject Premises and (b) 19% (nineteen percent) of the Parking Spaces and further 2 (two) units [comprising of 1 Type A - 4BHK unit and 1 Type B - 3BHK unit] collectively measuring an area of about 4043 (four thousand and forty three) square feet on the 10th floor of the Building along with 3 (three) car parking spaces and the same shall exclusively and absolutely belong to the Owner Nos. 2 and 3.

- 1.1.20 "Parking Spaces" shall mean the spaces for the right to park on the ground floor of the Building earmarked for parking and also in the open space at the ground level of the Subject Premises specially earmarked for parking of cars therein or thereat.
- 1.1.21 "Person" shall mean and include an individual, an association, a corporation, a partnership, limited liability partnership, a joint venture, a trust, an unincorporated organization, a joint stock company or other entity or organization, including but not limited to a government or political subdivision, or an agency or instrumentality thereof and / or any other legal entity;
- 1.1.22 "Plans and Specifications" shall include the master plan and other plans, drawings, designs for the Building jointly agreed to and approved by the Owners and the Developer and duly sanctioned, modified, altered, revised and re-validated by KMC and/or other governmental or other authority/ies in the name of the Owners with the minimum specifications, inter alia, in terms of the materials to be used for construction, erection and completion of the Project, such minimum specification being set out in Second Schedule herein.
- 1.1.23 "Security Deposit" shall have the meaning set forth in Clause 6.
- 1.1.24 "Transferable Area" shall mean the Super Built Up Area (as defined hereinafter) specified in the individual Transfer Document of Units to be entered into with the prospective transferees;
- 1.1.25 "Super Built Up Area" of a Unit shall mean the aggregate Built-Up Area of such Unit and the proportionate undivided share of the Subject Premises attributable to such Unit as determined and ascertained by the Developer in consultation with the Architect(s).
- 1.1.26 "Transfer Proceeds" shall mean proceeds from transfer of the Units (including proportionate undivided share in the land comprised in the Subject Premises attributable to the Units) comprised in the Project transferred in terms of Transferable

ADDL DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
18 APR 2017
Signature



Area and proceeds from the transfer of both covered and open Parking Spaces comprised in the Project and shall include all amounts received as consideration for transfer from the prospective transferees of such Units in relation to the above, but shall not include the following:

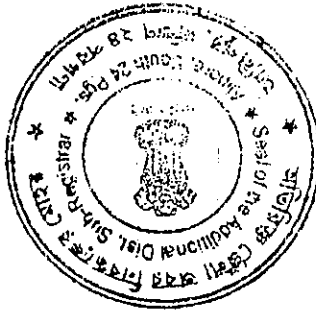
- (i) Applicable statutory taxes in the nature of service tax, goods and services tax, works contract tax, sales tax, VAT and other such similar taxes / levies and stamp duty and registration fee payable on the transfer;
- (ii) Statutory deposits for various utilities viz., water, electricity, diesel generator etc.;
- (iii) Amounts received towards modification or alteration or additional works based on the specific requests from any transferee PROVIDED however that any credit given to the transferees towards the cost of the existing minimum specifications while making such modifications / alterations or additional works due to any upgrade in the Specifications by the transferee shall be treated as Transfer Proceeds; and
- (iv) Extra Charges and Deposits, morefully mentioned in Clause 5.7 below.

1.1.27. "Units" shall mean collectively all the Transferable Area in the Project, be it residential apartments, shops, offices, showrooms etc., capable of being independently and exclusively held used occupied and enjoyed by any Person and shall include the open terraces, if any attached to any Unit/s.

1.2 INTERPRETATIONS: In this Agreement (save to the extent that the context otherwise so requires);

- i) Words importing singular shall include plural and vice versa.
- ii) Words importing masculine gender shall include Feminine and Neuter genders and likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing Neuter gender shall include masculine and feminine genders.
- iii) Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- iv) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated in writing.
- v) A reference to a statutory provision shall include a reference to any modification or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

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ALIPORE, SOUTH 24 PGS.
18 APR 2017
Signature



- vi) Any reference to this agreement or any of the provisions thereof shall include all amendments and modification made to this Agreement in writing from time to time.
- vii) The Schedules to this Agreement shall have binding effect and be construed as an integral part of this Agreement.

2. **GRANT OF RIGHT AND AUTHORITY TO DEVELOPER:**

- 2.1 Subject to the terms of this Agreement and except as provided for herein, the Owners hereby irrevocably and exclusively permit and authorise the Developer to enter upon the Subject Premises on and from the date of this Agreement for the purpose of development of the Project in accordance with the Plans and Specifications.
- 2.2 The rights granted to the Developer to develop the Subject Premises shall not be revoked by the Owners so long the Developer fulfils and/or is ready and willing to fulfil its obligations hereunder within the timeframe.
- 2.3 In connection with the grant of development rights to the Developer, it is agreed understood and clarified that the Developer shall have inter alia the following rights and liberties:
 - a) To enter upon the Subject Premises and hold physical possession thereof and construct and build the Building thereupon after demolition of the existing structures and commercially exploit the Subject Premises described in the FIRST SCHEDULE hereunder written.
 - b) To appropriate revenue by selling or otherwise transferring or disposing of or agreeing to sell/transfer/dispose of Developer's Share or any part thereof to the person or persons desirous of owning or otherwise acquiring the same for the consideration and on the terms and condition as shall be decided by the Developer;
- 2.4 The broad and basic understanding between the Parties hereto is that in consideration of the Developer, at its own costs and expenses, constructing the Building and developing the Project for and on behalf of the Owners in the manner hereinafter contained, the Owners shall comply with its obligations herein and convey to the Developer and/or to its nominee or nominees all that the Developer's Share in the Project in such part or parts as may be required by the Developer, and the Developer and/or its nominee or nominees and/or assigns shall be entitled to own hold use possess enjoy deal with or otherwise dispose of the Developer's Share as they may deem fit and proper.
- 2.5 The Developer undertakes to develop and shall commence, execute and complete the development of the Subject Premises in compliance with the terms, covenants and conditions herein contained set forth in this Agreement.

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ALIPORE, SOUTH 24 PGS.
18 APR 2017
Signature



- 2.6 Unless prevented by reasons for which performance is excused under this Agreement or due to occurrence of any Force Majeure event, the Developer will make best endeavour to complete construction of the Building on the Subject Premises within 48 (forty eight) months of the Commencement Date, with a grace period of 6 (six) months over and above the said period.
- 2.7 It shall be the responsibility of the Developer to obtain all approvals as are necessary to develop the property.

3. MAXIMISATION OF TRANSFERABLE AREA

- 3.1 The Developer shall endeavour to secure maximum Transferable Area (irrespective of the Owners' Share and the Developer's Share) that may be permissible under the KMC Building Rules, 2009 and any other rules and regulations for the time being in force by optimal use of floor area ratio which can be included in the Transferable Area. Additionally, if prior to completion of Development, including on account of the change in the policy of any authorities including KMC, the extent of Transferable Area can be increased and the Developer is able to obtain Approvals for such increase, the benefit of such increase in Transferable Area shall be available to both the Owners and the Developer and the sharing of such Share on further construction will be subject to mutual understanding between the Parties.

4. TIME FOR COMPLETION

- 4.1 The Developer hereby agrees and undertakes that it shall complete development of the Project within 48 (forty eight) months from the Commencement Date, with a grace period of 6 (six) months over and above the said period.
- 4.2 Notwithstanding anything contained in this Agreement, Parties agree that achievement of the timeline specified under this clause is subject to any Force Majeure event and/or any delay attributable to the Owners.

5. SHARE AND CONSIDERATION

- 5.1 In the proposed new Building to be constructed by the Developer at the Subject Premises:
- 5.1.1 The Owners shall be allocated/entitled to Owners' Share, being (1) Owner No. 1, i.e. Sri Jayanta Chowdhury, shall be entitled to transfer proceeds arising out of selling of (a) 18.20% (eighteen point two zero percent) of the saleable area in the Project at the Subject Premises and (b) 19% (nineteen percent) of the Parking Spaces and further 2 (two) units [comprising of 1 Type A - 4BHK unit and 1 Type B - 3BHK unit] collectively measuring an area of about 3870 (three thousand eight hundred and seventy) square feet on the 5th floor of the Building along with 3 (three) car parking spaces and the same shall exclusively and absolutely belong to the Owner No. 1 and (2) Owner Nos. 2 and 3, i.e. Sri Sudipto Chowdhury and Smt. Purna Chowdhury, shall jointly be entitled to transfer proceeds arising out of selling of (a) 17.94% (seventeen point nine four percent) of the saleable area in the Project at the Subject Premises and

ADDL DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
18 APR 2022
Signature.....



(b) 19% (nineteen percent) of the Parking Spaces and further 2 (two) units [comprising of 1 Type A - 4BHK unit and 1 Type B - 3BHK unit] collectively measuring an area of about 4043 (four thousand and forty three) square feet on the 10th floor of the Building along with 3 (three) car parking spaces and the same shall exclusively and absolutely belong to the Owner Nos. 2 and 3.

- 5.1.2 The Developer shall be allocated/entitled to Developer's Share of transfer proceeds arising out of selling of (a) 52% (fifty two percent) of the saleable area in the Project at the Subject Premises and (b) 50% (fifty percent) of the Parking Spaces, and the same shall exclusively and absolutely belong to the Developer.
- 5.1.3 The Owners shall be liable to pay their respective income tax, services tax and any other statutory taxes applicable, if any, towards the 4 (four) units held by them, as mentioned above.
- 5.1.4 All open and covered areas (including the common areas, installations and facilities) comprised in the Project and the Building and not being exclusively allocated/allotted to any of the Parties hereto under Clause 5.1.1 hereinabove shall belong to the Owners and the Developer AND the Owners will be entitled to own have and deal with 50% (fifty percent) undivided indivisible share therein and the Developer shall be entitled to own have and deal with 50% (fifty percent) undivided indivisible share therein, on the revenue sharing basis.
- 5.1.5 A Portion of top ultimate roof of the Building, as per the Architect shall remain common to all prospective transferees of Units and all common installations such as water tank and lift machine room, etc. shall be situated in the said common roof.
- 5.2 The Parties have mutually agreed that on sanction of the building plan for the Project by the Kolkata Municipal Corporation, the Parties shall not demarcate their respective shares based on the building plan and agree to sell their respective allocated area together under a single window selling scheme in terms of this agreement on a revenue sharing basis.
- 5.3 All the spaces in the new Building will be marketed by the Developer and the Developer shall determine the first basic price and escalated price thereafter for sale or disposal of the spaces in the new Building to be constructed by the Developer on the Subject Premises keeping in view the economics and market response of the Project. The Parties have agreed that the cost of marketing of the Project would be shared by and between the Owners and the Developer equally. The marketing costs which includes the advertisement and promotion costs of the Project shall be shared by the Owners and the Developer as agreed which the Owners shall pay to the Developer as a marketing cost (inclusive of advertisement and promotion costs of the Project, brokerage, commission and all other costs and expenses on any account whatsoever relating to marketing or sale of Units).
- 5.4 The Parties shall open an Escrow account with any Bank having branch in Kolkata. All receipts from sale of any saleable space, charges of capital nature in the Project

shall be deposited in the said account only. The Developer shall operate the said account only for the following purposes and not for anything else and the said banking operations should be within the knowledge of the Owners:-

- a) To pay the respective shares of entitlement for sale of any saleable space in the Project.
 - b) To pay the brokerage.
 - c) To pay any other expenses relating to sale and/or transfer of any saleable space in the Project as may be mutually decided from time to time.
 - d) To adjust any liability of the Owners towards the Developer, if any.
- 5.5 All other funds and deposits towards EDC (defined below), maintenances charges, generator, electricity, club, etc. shall be made over to the Developer.
- 5.6 In consideration of the Developer constructing the Building in the Subject Premises, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Subject Premises, in such part or parts as shall be required by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Power of Attorney given by the Owners to the Developer.
- 5.7 The costs of the deed of conveyances of the Units including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees. The Owners shall not be liable to bear any such cost.
- 5.8 The Parties hereby agree that the cost of the construction of the Building in the Subject Premises to be met and borne by the Developer, shall and will be the sale consideration of the Developer's share. The Owners shall grant to the Developer and/or its nominees a Power of Attorney for construction of the Building and booking and sale of the Units.
- 5.9 In lieu of the Developer constructing the Building at its own costs on Revenue Sharing basis and agreeing to jointly sell and deliver possession of the Units and also agreeing to deposit with the Owners the Security Deposit in terms of Clause 6, the Developer shall have the right to realize and appropriate all Transfer Proceeds arising out of such transfer and depositing the same in the Escrow account.
- 5.10 In consideration of the aforesaid, the Owners hereby grant to the Developer the exclusive right to build upon and commercially exploit the Subject Premises in any manner as the Developer may choose by constructing the Building therein in accordance with the plan or plans sanctioned by the KMC and/or other concerned authorities.
- 5.11 All the prospective transferees shall pay to or deposit with the Developer the Extras and Deposits Charges (hereinafter referred to as the EDC), mentioned in the Third Schedule hereunder written, for the Units to be acquired. In connection with the realization of EDC the following has been agreed:-

ADDITIONAL DISTRICT SUB-REGISTRAR
ALIPUR, SOUTH 24 PGS.
18 APR 2017
Signature



- (i) EDC shall be realized solely by the Developer from the prospective transferees as per the payment schedule.
- (ii) The Owners will be at liberty to inspect the accounts in all respects mentioned herein for their satisfaction.
- (iii) All realizations of EDC shall be deposited in a specified bank account opened by the Developer for the said purpose.

6. SECURITY DEPOSIT

6.1 In consideration of the Owners granting to the Developer the right to develop the Subject Premises and further towards security for the performance of each of the obligations undertaken by the Developer under this Development Agreement, the Developer had already deposited with the Owners a sum of Rs. 2,36,28,000.00 (Rupees Two Crores Thirty Six Lakhs Twenty Eight Thousand only) as deposit ("Security Deposit") in the following manner:

- a) Paid Rs.43,14,000 (Rupees forty three lakhs fourteen thousand) on 25th June 2015 and 24th September 2015 to Sri Jayanta Chowdhury;
- b) Paid Rs.43,14,000 (Rupees forty three lakhs fourteen thousand) on 25th June 2015 and 24th September 2015 to Sri Sudipto Chowdhury & Smt. Purna Chowdhury;
- c) Paid Rs.75,00,000 (Rupees seventy five lakhs) on 10th July 2015 to Sri Jayanta Chowdhury;
- d) Paid Rs.75,00,000 (Rupees seventy five lakhs) on 10th July 2015 to Sri Sudipto Chowdhury & Smt. Purna Chowdhury.

The receipt of the above, the Owners hereby and by the Receipt and Memo hereunder written, admit and acknowledge.

The Parties have now mutually agreed that the said Security Deposit paid by the Developer to the Owners shall be treated as non-refundable advance/deposit to be retained by the persons aforesaid for entering into this Agreement.

Notwithstanding anything contained herein, the Parties have mutually agreed that in the event the Project cannot be implemented for reasons attributable to the Developer, the Security Deposit shall be refunded by the Owners to the Developer after deduction of a sum Rs. 10,00,000/- (Rupees ten lac).

7. LICENCE

7.1 The Owners hereby grant permission and authorize the Developer, its agents, servants and any person claiming through or under the Developer to enter upon the Subject Premises which is the subject matter of Development PROVIDED however that the Developer shall not commence excavation and construction on the Subject Premises until receipt of Approvals from the relevant authorities. PROVIDED however it is further clarified that Developer is entitled to carry on any activities relating to planning and designing of the Project including soil testing etc. immediately upon execution of this Development Agreement.

ADDL DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.
18 APR 2017
Signature



8. BUILDING PERMIT AND LICENCES AND PERMISSIONS

- 8.1 The Developer agrees to engage a reputed Architect or firm of Architects (the decision of the Developer in this regard being final and binding) to carry out all functions required of an architect for Development of the Subject Premises and construction of the Building thereon.
- 8.2 The Architect(s) shall be initially responsible for drawing up the plans for Development of the Project on the Subject Premises according to the instructions of the Developer.
- 8.3 The final plans for the Project shall be signed by the Developer in the name and on behalf of the Owners or by the Owners as may be required by the Developer and the Developer shall thereafter apply to KMC and/or other concerned authorities and be responsible for obtaining requisite permissions, sanctions and approvals for the development of the Project.
- 8.4 The Developer shall at its own cost, cause the building plans prepared by the Architect(s) setting out inter alia drawings containing plans, elevations, sections, details prepared for the purpose of obtaining sanction of such building plans from the KMC and/or other concerned authorities, following the specific requirements of the sanctioning authority.
- 8.5 As soon as reasonably feasible, the Owners shall sign such papers and documents as may be required by the Developer to enable it to apply to the appropriate authority for permission for Development of the Subject Premises for the construction of the Building thereon. All expenses involved in doing so shall be borne by the Developer.
- 8.6 The Developer shall cause all such changes/modifications to the building plans as shall be permitted by the KMC or any other authority or to comply with any sanction, permission, clearance or approval as aforesaid.
- 8.7 All applications, plans, documents and other papers referred to above, shall be submitted in the name of the Owners of the Subject Premises, but otherwise at the cost and expense of the Developer, and the Developer shall pay and bear all expenses for submission of plans, etc. and other like fees, charges and expenses required to be paid or deposited for sanction of the building plans for the Project or otherwise to obtain sanction for the development of the Project thereon provided always that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposits made by it.
- 8.8 For the purposes connected with the preparation, submission and sanctioning of the plans, the Owners shall render all co-operation and assistance to the Developer in getting the Subject Premises surveyed and soil thereof tested and shall sign execute and deliver and submit all papers plans applications documents powers and authorities and produce the title deeds and other papers and documents relating to

ADOL. DIST. SUB-REGISTRAR
ALPORE, SOUTH 24 PGS.
18 APR 2017
Signature



the Subject Premises as may from time to time be required of by the Developer and/or the Architect(s).

- 8.9 The entire amount required towards charges and fees of the Architect(s), preparation of plans as also all statutory and other fees, charges and all expenses in relation thereto shall be wholly to the account of the Developer.
- 8.10 The Owners hereby also authorize and empower the Developer to apply for and obtain temporary and/or permanent connections for water, electricity, drainage, sewerage, power and other inputs utilities and facilities from all State and Central Government authorities and statutory or other body or bodies required for construction use and enjoyment of the Building at its own costs and expenses either in the name of the Developer and/or the Owners and for that or otherwise to close down and have disconnected the existing connections etc.
- 8.11 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building and obtaining inputs, utilities and facilities therein and the Owners agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer therefor.
- 8.12 The Developer shall be solely responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed Building and the Development of the Project.
- 8.13 For all the purposes contained hereinabove and for all other purposes necessary to implement this Agreement and to enable the Developer to Develop the Subject Premises, the Owners shall render all co-operation and assistance to the Developer and sign execute and deliver and produce all papers, documents, instruments, writings, plans, specifications, undertaking, declaration, powers, authorities, affidavits, indemnities, title deeds etc., as be reasonably required by the Developer from time to time therefor and shall also authorise and empower the Developer and/or its nominee or nominees to do all such acts deeds matters and things as the constituted attorney of the Owners, as also dealt with later in this Agreement.

9. **TITLE DEEDS OF SUBJECT PREMISES**

- 9.1 The Owners assure that all the original title deeds of the Subject Premises are in the custody of the Owners and that the Owners have not created any charge or mortgage by depositing the title deeds or any one of them.
- 9.2 The Owners will hand over to the Developer upon execution of this Agreement, all the original title deeds and relevant documents of the Subject Premises to enable the Developer to give inspection thereof to others and also to enable the Developer to effectively carry out the Development. The Developer shall and will, unless prevented by fire or some other inevitable accident, from time to time and at all

ADDL DIST. SUB-REGISTRAR
ALPORE, SOUTH 24 PGS.
18 APR 2017
Signature



times hereafter also produce or cause to be produced at the Owners' request through its attorney or agent for giving inspection to the authorities or at any trial, hearing, commission or examination or otherwise as occasion shall require, the original title deeds and shall and will in the meantime unless prevented as above keep the same safe, unobliterated and uncanceled without mortgaging the same.

10. **SPECIFICATIONS**

The Project shall contain certain minimum specifications and amenities, morefully mentioned in the Second Schedule of this Agreement.

11. **COST OF SECURING APPROVALS AND EXECUTION OF DEVELOPMENT**

11.1 The Developer hereby agrees and confirms that all fees, costs, expenses and deposits for obtaining all Approvals shall be borne and paid by the Developer.

11.2 It is expressly understood by and between the Parties hereto that the Owners shall not be liable to pay or bear or incur any part or portion of the cost for development of the Subject Premises and subject to the terms hereof, all the costs, charges and expenses in relation to the Project including but not limited to cost of material of every description required for the Development, payment of salaries and wages, related statutory benefits to the personnel and workmen employed / engaged directly or indirectly in the Project, bills of the suppliers of building materials, fees of the Architects and other consultants and all other professionals charges incurred with regard to the Project, fees to be paid and deposits to be made for service connections from the Calcutta Electric Supply Corporation, KMC and other authorities, fees to be paid / deposits to be made along with the applications to the concerned authorities seeking approval for building plans / permits and all or any other expenditure to be incurred for Development of the Project shall be borne and paid by the Developer, provided however, the security deposit, statutory charges and connection charges in respect of obtaining water, power and sewerage facilities for the Units which have not been transferred shall be borne by the Owners and Developer for their respective Units.

11.3 In the event the Developer becomes liable to pay any amount by way of damages / interest or otherwise to any transferee of Unit or to any bank or financial institution as a result of delay / breach of Transfer Document, such amount shall be borne solely by the Developer and in the event such amount is reduced from the Transfer Proceeds, the Developer shall make good to the Owners, its share of the amount so withheld / deducted.

12. **PRICE STRUCTURING**

The Owners and the Developer shall mutually agree upon (in writing), the transfer price of the Units, prior to the launch of the Project. Such transfer price strategy shall be binding upon the Owners and the Developer. The Parties shall review the transfer price periodically and may revise the same by mutual agreement in writing.

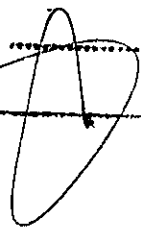
ADDL DIST. SUB-REGISTRAR
ALPORE, SOUTH 24 PGS.
18 APR 2017
Signature



13. DEVELOPMENT AND CONSTRUCTION

- 13.1 The Developer shall cause to be obtained sanction of the building plans for the Project from the concerned authorities. Once sanction is obtained, the Developer will commence construction expeditiously and construct, erect and complete at its own cost, the Building and the Project on the Subject Premises in accordance with the building plans to be sanctioned by KMC and/or other concerned authorities, as may be modified from time to time, and/or other appropriate authorities concerned.
- 13.2 The Developer shall construct the Building in good substantial and workman like manner and use good quality of materials. The general specifications and/or materials to be used for construction erection and completion of the Building as per the choice of the Developer as more fully and particularly described in the Second Schedule hereunder written.
- 13.3 All constructions as may be made at the Subject Premises shall be at the sole risk and responsibility of the Developer and furthermore all building materials, plants and machineries etc., which may be brought or kept at the Subject Premises, shall remain at the sole risk and responsibility of the Developer. The Developer shall indemnify the Owners against all liabilities losses claims or proceedings whatsoever arising under common law or under any statute in respect of injury or the death of any person or violation of any applicable law, rule, bye-law and/or regulation or arising out of or in course of or caused by the execution of the work envisaged hereunder.
- 13.4 The Owners shall execute Power of Attorney in favour of the Developer and/or its duly appointed/authorised nominee or nominees to enable it to carry on Development and construction of the Building with the exclusive powers to transfer or otherwise deal with/in the Units as well as the undivided proportionate interest in the land comprised in the Subject Premises appertaining to the said Units and not revoke the same during the subsistence of this Agreement.
- 13.5 The Developer shall demolish the existing structures, if any, on the Subject Premises and the proceeds from the sale of debris salvage and materials arising out of the demolition of the existing structures and/or buildings on the Subject Premises shall solely belong to the Owners.
- 13.6 The Developer shall abide by all applicable laws, bye-laws rules and regulations of the appropriate Government and local bodies and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said applicable laws bye-laws rules and regulations. The Developer hereby agrees to keep the Owners saved harmless and indemnified against all punitive actions, losses, damages, fines, penalties, costs charges and expenses, resulting due to omission, non compliance, lapses or violations of any applicable law, bye-law, rules and regulations concerning the Development of the Subject Premises and arising as a result of the acts and omissions of the Developer.

ADDL DIST. SUB-REGISTRAR
ALPORE, SOUTH 24 PGS.
18 APR 2017
Signature



- 13.7 All persons employed by the Developer in connection with the Development shall be the Developer's employees or independent contractors, and shall not be the employees or agents of the Owners. The Developer shall be solely responsible for the salaries of its employees and any employee benefits. The Developer hereby agrees to indemnify, defend and hold harmless the Owners for, from and against any cost, loss, damage or expense actually suffered or incurred by the Owners (including, but not limited to, reasonable attorneys' fees and all court costs and other expenses of litigation, whether or not taxable under applicable local law) due to any of the Developer's policies, procedures, acts or omissions relating to employment matters.
- 13.8 The Developer shall be entitled to construct the Building in accordance with the sanctioned plan thereof without any hindrance or obstruction from the Owners or any person claiming through or under trust for them.
- 13.9 The Developer shall be entitled to make any variation and/or modifications in the Plans and/or Specifications as may be permitted to be done from time to time by the concerned municipality or the sanctioning authority or other appropriate authorities or under any statute or under the advice of any Architect without any objection or hindrance or claim by the Owners.
- 13.10 The type of construction, specification of material to be used for the construction of the Building shall be as per the Specifications set out in the Second Schedule hereunder written subject to any modification thereof made by the Developer, as it may deem fit but subject to the approval of the owners.
- 13.11 Notwithstanding anything contained herein, the Developer shall have the absolute authority to determine as to which quality and specifications of building materials are to be used in construction of the Building and the Owners hereby consent to the same.

14. **DEVELOPER'S OTHER RIGHTS**

- 14.1 The Developer shall be entitled to transfer or dispose of and/or otherwise deal with the Units and/or Parking Spaces comprised in the Developer's Share with the exclusive right to deal with, enter into Transfer Document and transfer the same.
- 14.2 The Owners shall put the Developer in exclusive and undisputed possession of the Subject Premises and shall not in any way interfere with the possession of the Developer and shall not disturb or cause obstruction in the construction or Development of the Subject Premises.

15. **RIGHT OF FURTHER CONSTRUCTION**

- 15.1 The Developer shall have the sole and absolute right to carry out further constructions on the Subject Premises that may be allowed by KMC or any other concerned sanctioning authority or other authorities at any time in future and the

ADDITIONAL DIST. SUB-REGISTRAR
MADRAS SOUTH 24 PGS.

18 APR 2017

Signature



decision of the Developer in this behalf shall be final, conclusive and binding upon the Owners. The Owners hereby consent to the same and agree to give to the Developer formal consents for all such further construction, if and as and when required by the Developer and to do all such acts deeds and things as may be required to be done, without any delay and shall not be entitled to raise any objection thereto either on the ground of disturbance or annoyance or any other ground whatsoever, but in such event of further construction, the sharing of Share on further construction will be subject to mutual understanding between the Parties.

- 15.2 For the purpose of further construction, the Developer shall be entitled from time to time to remove, shift and substitute (subject to the obligation of the Developer to re-install the same at the new terrace being constructed) the water tank, lift machineries, lift room, television antenna from the roof, terrace and parapet wall.
- 15.3 The Developer shall always and from time to time when required by reason of further construction or constructions subject to approval by the KMC or other authorities be entitled to connect the electricity, water, sanitary, drainage, fittings and lift to the additional structures and storeys with the connections and/or sources that may be existing in the constructed Building and/or portions thereof and the additional structures shall be entitled to all benefits, advantages, easements and facilities as the other parts of the said Building for the time being shall have.

16. TRANSFER AND FULFILLMENT OF CONSIDERATION

- 16.1 The Owners hereby expressly agree to sell and convey and to execute and register from time to time as and when required by the Developer without raising any objection or claim, the Transfer Documents and all other documents in respect of transfer of the Units in favour of the intending transferees and/or Developer and/or to its nominee or nominees, as the Developer may deem fit and proper.
- 16.2 As its obligations the Developer hereby agrees to release and assure the constructed areas forming part of the Owners' Share by joining in all Transfer Documents, if necessary, in favour of the transferees or the nominee/s of the said transferees of Owners Share as may be required by the Owners from time to time, without raising any objection or claim.
- 16.3 It is further clarified that if the Developer retains any Units then the Developer shall be liable for payment of stamp duty, legal charges, registration charges, etc., for such retained Units.
- 16.4 In order to enable the Developer to expeditiously complete Development of the Project in a smooth and orderly manner, the Owners agree not to interfere in the Development, construction, marketing, sale or otherwise of the Project and/or part or parts thereof.
- 16.5 The transfer envisaged hereunder shall be free of all Encumbrances including but not limited to any mortgages charges liens lispendences attachments trust leases



Signature.....

18 APR 2017

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

tenancies occupancy rights uses debentures claims demand and liability whatsoever or howsoever.

16.6 Notwithstanding the aforesaid, it is however expressly agreed that if any Encumbrance or any liability be found in respect of the Subject Premises or any part thereof at any time hereafter, then and in such event the Owners shall be liable at its own costs to have the same cleared and in case the Owners fail to do so even after receiving notice to that effect from the Developer, the Developer shall be at liberty to have the same cleared at the costs and expenses of the Owners and further in case any person disturbs or interferes with the possession of the Subject Premises in the hands of the Developer or in Development of the Project by the Developer by virtue of having had right of possession of any part of the Subject Premises or occupation of space in the proposed Building in a lawful manner through the Owners or under any document made or executed by the Owners or otherwise, then the Owners shall be liable and responsible for all consequences arising thereby and shall indemnify and keep the Developer fully saved harmless and indemnified of from and against all losses damages costs claims demands and consequences as may be suffered or likely to be suffered by the Developer thereby or by reason thereof. The Owners hereby agree and covenant with the Developer as follows:

- i) to deliver '*khas*', peaceful vacant possession of the Subject Premises to the Developer within the period herein mentioned.
- ii) not to cause any interference or hindrance or obstruction in the Development of the Project at the Subject Premises by the Developer and/or its agents.
- iii) to obtain all permissions clearances and certificates if required for the transfer to be effected as envisaged herein.
- iv) to render all assistance and cooperation to the Developer in Development of the Project, if so required and found necessary.
- v) not to do any act deed or thing whereby the Developer be prevented from selling transferring dealing with or disposing of the Developer's Share or any part thereof.
- vi) not to let out, grant lease, mortgage, charge or otherwise encumber or part with possession of the Subject Premises or any part thereof on and from the date of execution of this Agreement.

17. RIGHT TO SUB-CONTRACT

17.1 The Developer shall be entitled to carry out the Development of the Project on the Subject Premises either on their own or by appointing contractors / sub-contractors or other agencies. However, the Developer alone shall be responsible for the



Signature.....

18 APR 2017

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

associated with Development of the Project including the cost of or labour, materials and other charges payable to such contractors / sub-contractors.

- 17.2 In the event the Owners were to receive notice from any authority for alleged violation / contravention of any provision of applicable law in respect of any commission / omission on the part of the Developer in carrying out the Development of the Project, the Owners shall forthwith send a copy of such notice to the Developer and on receipt of such notice, the Developer shall ensure that the Owners shall not be liable for such commission / omission / violation / contravention as alleged in the notice.

18. **INSURANCE**

The Developer shall at its costs and expenses, take and maintain during the period of continuance of the Project, all risk insurance covering *inter alia* materials, manpower, construction against fire, floods and other natural calamities, civil riot and commotion, accidents, burglary and theft, insurance against any liability of civil or criminal nature, occurring due to entry by third party within the Subject Premises and disturbing construction activities which is affecting furtherance of construction works which may be fastened on to the Owners as a result of Development of the Subject Premises, so that the interests of either Party to this Agreement are fully protected. A copy of such insurance policy / policies / renewals thereof shall be furnished to the Owners by the Developer during the period of Development.

19. **DEMOLITION**

The Parties hereby agree that the existing building, structures including foundation, plant and machinery, fixtures and fittings installed / set up on the Subject Premises shall be demolished, dismantled and cleared of debris by the Developer at its own costs and expenses and make the Subject Premises as clean levelled land and fit for Development provided however that the Owners shall be solely entitled to all monies realized from the sale of the debris, dismantled plant and machinery, fixtures and fittings and scrap materials arising out of such dismantling.

20. **ASSIGNMENT**

- 20.1 The Developer shall be entitled to assign or transfer its rights and obligations under the Development Agreement to any of its affiliates, associates, or companies in which the partners of the Developer have an interest. In the event of such assignment, the Developer shall send a communication of such assignment to the Owners within 7 (seven) working days of such assignment provided however that the Developer under this Agreement shall continue.

21. **PUBLIC NOTICE**

- 21.1 The Owners agrees that within 7 (seven) working days from execution of the Development Agreement, the Developer shall be entitled to publish at its costs and expenses a public notice in the newspapers, calling for claims / objections from any



Signature.....

18 APR 1957

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

interested persons with respect to the proposed Development of the Subject Premises ("Public Notice"). This Agreement shall be treated as written consent from the Owners for taking out the Public Notice and no further consents shall be required for the same. In the event of receipt of any claims and / or objections in pursuance of the Public Notice, the Owners shall be solely responsible for clearing all such claims and / or objections entirely at its own cost within a period of 60 (sixty) working days from the date of receipt of such claims and / or objections or within such extended time as may be agreed to between the Owners and the Developer.

22. EMPLOYEES

22.1 All the employees now in the employment of the Developer or to be recruited in future and deputed for the execution of Development of the Subject Premises or any part thereof and all the employees of the contractors / sub-contractors engaged by the Developer for the execution of Development shall at all times be and remain the employees of the Developer / contractors / sub-contractors, as the case may be and shall not at any time be construed as employees of the Owners and consequently, the Owners shall not be responsible to them in any manner. Neither the Developer nor any person engaged or employed by the Developer or the contractors / sub-contractors for or in connection with the performance of the Developer's obligations arising under this Agreement shall become or be deemed to be the agent, representative, employee or servant of the Owners.

23. DEVELOPER'S OBLIGATIONS

- 23.1 For the purpose of Development of the Subject Premises, the Developer shall be liable and / or responsible for the following solely at its own costs and expenses that is to say:
- 23.1.1 To prepare the Plans and Specifications of the Subject Premises provided however that such Plans and Specifications, before submission, are approved by the Owners.
 - 23.1.2 To pay scrutiny fees, costs and deposits and file the Plans and Specifications with the concerned authorities within such time as may be mutually agreed between the parties, it being understood that the expenses (including but not limited to costs of obtaining all Approvals) for Development of the Project, shall be borne and paid entirely by the Developer.
 - 23.1.3 To construct Building and facilities and all related infrastructure in accordance with the Plans and Specifications with such alterations as may be approved by the concerned authorities from time to time and to employ such structural engineers, other consultants, workmen, labourers and other personnel as may be necessary and to execute the Development of the Subject Premises and abide by all the terms and conditions of the Approvals.
 - 23.1.4 Upon completion of the Development of the Project or such earlier time as may be permitted, obtain from the concerned authorities, a completion certificate/ partial



Signature.....

18 APR 2017

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

completion certificate in respect of the Building and not to allow occupation of any portion of the property prior to Completion Certificate.

- 23.1.5 For arranging alternative accommodation for the Owners at a suitable residential complex located within a radius of 5 kilometre from the Subject Premises at its own cost and expenses, from the date of commencement of demolition of the existing structure/building at the Subject Premises till the date of obtainment of the occupancy certificate from the concerned authority in respect of the Building to be constructed on the Subject Premises. The said alternative accommodation should have a minimum 2,000 square feet of built up space. The Developer shall obtain a lease of the said alternative accommodation in the name of the Owners for a period of 48 (forty eight) months starting from the date of commencement of demolition of the existing structure/building at the Subject Premises and shall hand over a copy of the said lease agreement to the Owners and upon receiving a copy of the said lease agreement, the Owners shall vacate the Subject Premises to enable the Developer to commence with the demolition of the existing structure/building at the Subject Premises.

24. DEVELOPER'S COVENANTS

- 24.1 The Developer hereby covenants that :
- 24.1.1 it shall complete the Development of the Project within the times specified in Clause 4.1 of this Development Agreement;
- 24.1.2 it shall, at no time, either by an act, commission or omission or otherwise represent that it is an agent, partner or associate of the Owners;
- 24.1.3 it shall take all steps for the safety of the personnel and materials at site and in the event of any accident or mishap including an accident to any visitors or third parties to the site, the Developer shall be solely responsible for the consequences arising therefrom unless the same can be attributed to the acts and omissions of the Owners;
- 24.1.4 it shall not do any act, deed, matter or thing whereby or by means whereof these presents or any other document executed in pursuance of these presents is cancelled, terminated or otherwise jeopardized;
- 24.1.5 the Developer shall strictly comply with the applicable building rules and bye-laws of KMC/ other concerned local authorities, with regard to and in connection with the Development;
- 24.1.6 it shall not make additions, deletions and alterations in the approved Plans and Specifications in executing the Development or deviate in any manner therefrom without intimating the Owners in writing excepting where such alterations or modifications are made upon request by the transferees of the Units. The Developer shall however have discretion in matters relating to the method, manner and design of construction without affecting, in any manner the Plans and Specifications or violating, in any manner, any applicable law for the time being in force; and



Signature.....

18 APR 2017

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

- 24.1.7 during the currency of the Development of the Project, it will at its costs and expenses, keep valid and effective all Approvals required for carrying out the Development of the Subject Premises. In the event of failure or neglect or refusal by the Developer to take or keep any of the Approvals, valid and effective, the Owners may, but shall not be obliged to apply for the same and the Developer shall reimburse costs incurred by the Owners to maintain the validity of such Approvals.

25. COVENANTS BY THE OWNERS

- 25.1 The Owners covenant with the Developer as hereunder:
- 25.1.1 they shall do and perform all acts, deeds, matters and things may reasonably be required by the Developer in order to carry out the Development on the Subject Premises;
- 25.1.2 they shall not do any act, deed, matter or thing whereby or by means whereof these presents or any other document executed in pursuance of these presents is cancelled, terminated or otherwise jeopardized;
- 25.1.3 they shall execute in favour of and deliver to the Developer, the POA hereto in respect of obtaining Approvals and carrying out Development of the Project on the Subject Premises;
- 25.1.4 they shall pay and discharge all municipal taxes, cesses and assessments on the Subject Premises up to the Commencement Date and reimburse the Developer in the event the Owners have failed to pay such municipal levies, cesses and assessments and the Developer has been required to pay the same; and
- 25.1.5 they shall permit the Developer to peacefully remove its materials and men on Completion of the Project or sooner termination or expiry of this Agreement.
- 25.1.6 they shall keep the Developer fully indemnified against any loss or liability, cost or claim, action or proceedings or charges of any kind or any tenancy claims, loss of liability, cost or claim, action or proceedings (both criminal and civil in nature) or third party claims that may arise with regard to the title ownership and right to freely transfer the Units in the Project to transferees or any and all municipal taxes, cess and other dues pertaining to the Subject Premises or any part thereof.

26. OBLIGATIONS OF THE OWNERS

- 26.1 The Owners shall ensure that prior to Commencement Date, the Subject Premises shall be free from all Encumbrances.
- 26.2 The Owners shall ensure that such of those CPs to Commencement as are applicable to it, are satisfied and the Developer is able to commence construction of the Project as per the terms and conditions of this Agreement



Signature.....

18 APR 2017

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

27. DEVELOPER'S REPRESENTATIONS AND WARRANTIES

27.1 The Developer represents and warrants to the Owners:

- (i) that it has the necessary experience, capability, technical expertise and infrastructure to carry out the Development of the Subject Premises as envisaged herein in a manner that is expected of a developer of repute undertaking such like projects;
- (ii) that it shall complete the Development of the Subject Premises in accordance with the Plans and Specifications as modified from time to time and other parameters in this regard and in compliance with all applicable laws;
- (iii) the Developer shall at all times perform the duties and undertake the responsibilities set forth in this Agreement in accordance with industry standards applicable to other developers of repute in Kolkata offering similar quality of services and products and using reasonable, expeditious, economical and diligent efforts at all times in the performance of its obligations;
- (iv) that it has adequate funds to undertake and complete the Development of the Subject Premises as per the terms of this Agreement;
- (v) that it shall continue to comply with terms and conditions of all the Approvals which may have to be obtained in the name of the Owners for the Development of the Subject Premises;
- (vi) that after the Commencement Date, the Developer shall make timely payments of all taxes, cesses, duties, levies and charges and all applicable statutory dues as per applicable law payable by the Developer for the Development of the Subject Premises as per the terms and conditions of this Agreement;
- (viii) that the Developer has full power and authority to execute, deliver and perform its obligations under this Agreement.

28. TAX LIABILITIES

Either Party hereto shall bear, pay and discharge its respective liabilities and respective income-tax, service tax, goods and services tax and other tax liabilities that may arise on account of receipt of Transfer Proceeds received by each of them in respect of the transfer of their respective Share in the Project. The Owners shall ensure that the Subject Premises or part thereof is kept free from any attachment from statutory authorities due to any default in payment of any tax liability by the Developer.

29. INDEMNITY

29.1 The Owners and the Developer shall mutually indemnify and keep the other indemnified from and against any liability on account of income tax, wealth tax or other tax liabilities in respect of the Development of the Subject Premises or any part thereof and the development cost.



Signature.....

18 APR 2017

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

- 29.2 The Owners shall keep the Developer fully indemnified against any loss or liability, cost or claim (including any tenancy claims), action or proceedings or charges of any kind, loss or liability, cost or claim, action or proceedings or third party claims that may arise with regard to the (i) title ownership and right to freely transfer the Subject Premises and/or Units in the Project and (i) all municipal taxes, cess and other dues pertaining to the Subject Premises.
- 29.3 The Developer shall keep the Owners indemnified and harmless against any loss, damage or liability, cost or claim, action or proceedings, that may arise against the Owners by reason of any failure on the part of the Developer to discharge its liabilities / obligations as per the terms of this Agreement, on account any action, claim or proceedings by any person relating, in any manner, to the Development of the Subject Premises and further the Developer shall be fully liable and responsible to the Government and any other statutory or other body / authority including but not limited to tax authorities, electricity authorities, water authorities and other municipal authorities for compliance of all the statutory requirements regarding Development of the Subject Premises and for payment of all demands and dues, whenever and howsoever arising after the Commencement Date.
- 29.4 This Clause shall not have the effect of restricting any rights and remedies that the Owners / Developer may have hereunder or under the applicable law. Further the rights and remedies of the Owners / Developer in respect of any breach of any of the representations and / or warranties and / or covenants of the Owners / Developer shall not be affected by any act or happening of any event which otherwise might have affected such rights and remedies, except by a specific written waiver by the Owners / Developer.

30. **INDEMNITY AGAINST CLAIMS FROM THE TRANSFEREES**

- 30.1 The liability of the Owners under the Transfer Documents shall be restricted to the title of the Owners in respect of undivided share of the Subject Premises attributable to the Unit being transferred including the right to freely transfer such land. The Developer is in charge of and solely responsible for the Development, and shall comply with all the terms and conditions of the Transfer Document pertaining to Development of the Project and the Owners shall not be responsible or required to comply with any such terms and conditions. The Developer shall indemnify the Owners against any such claim and all other costs, expenses and damages which the Owners may be subjected to or incur on account of such claims. Such indemnity shall survive the termination or duration of this Agreement.

31. **CONSTRUCTION FINANCE**

- 31.1 The Developer may, if it chooses, avail credit facilities or avail construction finance or borrow loan, funds from any bank or non-banking financial corporation or any financial institution ("Financier"), solely for the purpose of financing the Development of the Subject Premises and if required, after receipts of Approvals create equitable or other mortgages, Encumbrances or other charges in respect of the Subject Premises, (save and except Mr. Jayanta Chowdhury's share).



Signature.....

18 APR 2017

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

- 31.2 The Owners shall, at the option of the Developer, create equitable mortgage in respect of the share of Mr. Sudipto Chowdhury and Ms. Purna Chowdhury, in the Project and the Subject Premises in favour of any Financier, to enable the Developer to obtain financing for the Project. It is clarified that the share of Mr. Jayanta Chowdhury in the Project shall not be mortgaged under any event. The Owners shall be the mortgagee in such situation wherein the Developer will be the guarantor. The Developer would however, ensure that before transfer of the Units of the Project to the prospective transferees, the charge created on the Owners' Share in the Project and the Subject Premises is released by the concerned Financier. It is hereby clarified that the Developer shall always be entitled to create equitable mortgage in respect of the Developer's Share in the Project and the Subject Premises and the Owners shall not raise any objection to the same.
- 31.3 Notwithstanding anything to the contrary contained herein, it is clarified that the Developer can enter into negotiations, execute and complete all documentation for sanction of such finance for construction of the Project prior to the receipt of Approvals.
- 31.4 Provided however that:
- 31.4.1 the repayment of the principal and interest on the financing obtained shall be the responsibility of the Developer alone and no liability shall be attributable to the Owners; and
- 31.4.2 the Financier shall have no right of recovery against the Owners under any circumstances.
- 31.5 In the event the Financier initiates action for recovery of any amounts due under such financing, obtained by the Developer the recourse (in the following order of priority) of such Financier shall be:
- 31.5.1 to Developer's Share; and
- 31.5.2 to any corporate guarantee extended to the Financier by the Developer;
- 31.6 In the event of any claim being made against the Owners for recovery of the financing for the Project, the Developer shall indemnify the Owners in respect thereof.
- 31.7 The Developer hereby agrees to ensure that the terms and conditions of the financing to be availed by it, shall conform to the conditions specified herein. A copy of the loan documents in respect of such financing shall be given to the Owners for their availment of the finance.

32. **FORCE MAJEURE**

- 32.1 If for any cause beyond the control of the Party in question (including by way of example, but not by way of limitation, strikes, lockouts, fires, floods riots, acts of God or the public enemy or acts of the sovereign power, subsequent legislation of the State / Central Government / local authority, injunction or order of any court / tribunal,



Signature.....

18 APR 2017

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

omissions or occurrences not attributable to any extent to the fault or neglect of the Party in question or preventable by the exercise of reasonable care or planning on the part of such Party or events including change in law or policy of the Governmental agencies that impact the entire local construction and development industry, any delay on the part of any authority to grant any approvals required for Development of the Project) the said Party hereto is prevented delayed or restricted from performing its obligations hereunder, the Party in question shall be excused in performance of its obligations under this Agreement; however, the performance of such obligations shall be resumed as soon as practicable when such disability is removed and such Party shall use all reasonable efforts to remove such cause or conditions preventing, delaying or restricting its performance and to resume such performance as soon as possible. Any obligation to pay money shall in no event be excused but shall be suspended only until the cessation of any cause of prevention from or delay in the performance of such obligation. The Party which, pursuant to this Clause 32.1 is prevented, delayed or restricted from performing an obligation hereunder shall immediately, but in any case within 30 (thirty) working days notify the other Party and state the circumstances thereof. If such obligation cannot be fulfilled within 120 (one hundred and twenty) working days after such notification, the Parties shall endeavour to reach a reasonable settlement of the particular failure of performance within a further period of 30 (thirty) working days. It is agreed between the Parties that complying with the provisions of this clause relating to reaching a negotiated settlement shall be a condition precedent for the Party which is prevented, delayed or restricted from performing its obligations before seeking remedy through arbitration.

33. EXCLUSIVE MARKETING RIGHTS

33.1 The Developer shall have the exclusive marketing rights to market and transfer all Transferable Area in the Project including the Owners' Share as defined under this Agreement.

34. GOVERNING LAW

34.1 This Agreement shall be governed and construed in accordance with the laws of India.

35. JURISDICTION

35.1 The Parties hereto agree that in respect of any dispute arising upon, over or in respect of any of the terms of this Agreement, only the courts in Kolkata will have jurisdiction to try and adjudicate such dispute to the exclusion of all other courts.

36. TERMINATION

36.1 This Agreement commences and/or shall be deemed to have been commenced from the date first mentioned above.

36.2 The Developer shall be entitled to terminate this Agreement on occurrence of any of the following events:



Signature.....
18 APR 2017
ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

- 36.2.1 If the Owners fail to fulfil any of the terms and conditions of this Agreement or if any of the representations and warranties of the Owners specified hereinabove are found to be false or the Owners fail to adhere to any of the said representations and warranties.
- 36.3 In the event of failure of the Developer to achieve Completion of the Project within the time period mentioned in Clause 4.1 of this Agreement (including the grace period mentioned therein) and if such failure on the part of the Developer is not attributable to any Force Majeure event as specified under Clause 32 of this Agreement and/or any breach by the Owners of any of its obligations, covenants, representations and warranties specified in this Agreement, then in that event the Developer shall pay an amount of Rs.5,00,000 (Rupees Five Lakhs) per month to the Owners as pre-determined penalty for the delay in completion of the construction work.
- 36.4 The Parties hereby agree and confirm that, either parties shall have the right to not to terminate this Agreement and instead claim specific performance of the terms and conditions mentioned in this Agreement.

37. NO PARTNERSHIP / JOINT VENTURE

37.1 It is hereby expressly agreed and declared that:

- 37.1.1 execution of this Agreement shall not be construed to create nor shall create any partnership or joint venture or association of persons between the Parties hereto; and
- 37.1.2 each of the Parties hereto will be undertaking obligations and will have rights specified in the Agreement on their own account and on principal to principal basis and not on behalf of or on account of or as agents of any of them or of anyone else.

38. NOTICES

All notices or any other communications which are required to be given pursuant to this Agreement shall be in writing, duly signed by an authorized official of the party giving the notice or sending the communication as the case may be and shall be sent to the address of the recipient as set out in this Agreement or such other address as the Parties may notify each other, in writing, from time to time. Any such notice to be given under this Agreement shall be deemed to have been duly given upon receipt when in writing and delivered in person, by facsimile transmission or by courier, addressed as follows:

- (i) If to Developer:
Attention: Mr. Dipanjan Bhattacharjee
Address: C/o Onex Realty LLP
R.NO-204, 2nd Floor, Fort Knox Building
6 Camac Street, Kolkata-700017
- (ii) If to Owners:
Attention: Jayanta Chowdhury and Sudipto Chowdhury
Address: 200A, S.P. Mukherjee Road, Kolkata-700 026



Signature.....
18 APR 2017
ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

39. SEVERABILITY

39.1 If any provision of this Agreement is invalid or unenforceable or prohibited by applicable laws, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from either Party to the other and the remainder of this Agreement shall be valid and binding and of like effect as though such provision was not included herein.

40. WAIVER

40.1 Each Party agrees that any delay or omission on the part of the other Party to excuse any right under this Agreement will not automatically operate as a waiver of such right or any other right and waiver of any right by the other Party hereunder on one occasion will not be construed as a bar to a waiver of any right on any other occasion.

41. MODIFICATION

41.1 No variation of this Agreement shall be valid or effective unless made by one or more instruments in writing and signed by each of the Parties hereto.

42. GENERAL

42.1 In the event of any delay in refunding the Security Deposit beyond a period of 90 (ninety) working days from the date of termination by the Developer, the Owners shall be liable to pay to the Developer interest on the unpaid Security Deposit at the rate of 18% (eighteen percent) per annum for the entire period of delay.

42.2 The Developers shall be entitled to set up a site office on one portion of the Subject Premises as may be mutually agreed between the Parties.

42.3 The Developer shall obtain the prior written approval of the Owners in the event of any usage of the name of the Owners in any promotional material for promoting and marketing the Development.

42.4 On the expiry or sooner determination of this Agreement, pursuant to any of the provisions contained herein and notwithstanding anything to contrary contained in this Agreement, if any money is due and payable within a specified date by either Party to the other, in accordance with the relevant provisions of this Agreement and if the amount is not paid / settled within such specified date, the Party in default shall pay the amount, together with interest at 18% (eighteen percent) per annum from the date on which the amount should have been refunded till the date of refund. Till the time the amount is so refunded / settled (together with interest) the same shall be a debt due from the one Party to the other Party.

42.5 Stamp duty and registration fees that are to be paid on this Agreement and on any other instrument required to be executed between the Parties shall be borne and paid by the Developer alone provided however that stamp duty and registration charges payable on the transfer of undivided share of the Subject Premises or part thereof to any prospective transferee shall be borne and paid by such prospective transferee of



Signature.....

18 APR 2017

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

the Unit. Each party shall bear its respective attorney's fee for the preparation and execution of this Agreement.

42.6 All the originals of Approvals in respect of the Development of the Subject Premises shall be kept with the Developer. A true copy of each of such Approvals shall be provided to the Owners. In the event of termination of this Agreement the Developer shall handover all the originals of the Approvals to the Owners along with copies of all applications and correspondences made to / with governmental authorities for obtaining such Approvals.

43. ORIGINAL DOCUMENTS

43.1 The Owners confirm that the entire title documents for the Subject Premises are currently being held by Mr. Dipanjan Bhattacharjee. The Parties confirm that during the Development period, each of the Parties shall be entitled for inspection and verification of the original title documents relating to the Subject Premises at any time as may be required by the Owners or the Developer or their nominees.

43.2 It is hereby clarified that in the event the Developer chooses to avail construction finance from any Financier for financing the Development of the Project, then the Developer shall be entitled to create equitable mortgage of the Subject Premises in the manner provided in Clause 31.2 of this Agreement and for the said purpose the Developer shall be entitled to obtain the original title documents from Mr. Dipanjan Bhattacharjee and deposit the same with the Financier as security towards the construction finance granted by the said Financier to the Developer.

FIRST SCHEDULE
[Description of the Subject Premises]

Land measuring about 21 (twenty one) *cottah* 9 (nine) *chittack* and 5 (five) square feet together with a two-storied brick-built building standing thereon situate, lying at and being Municipal Premises No. 200A, Shyama Prosad Mukherjee Road, within the Municipal limits of Kolkata, Police Station Tollygunge, Sub-Registry Alipore, within Ward No. 88 of the Kolkata Municipal Corporation and butted and bounded as follows:

On The North	:	By Tipu Sultan Road
On The East	:	By Shyama Prosad Mukherjee Road
On The South	:	By the said passage forming part of the Subject Premises and thereafter by Premises No. 200X, S.P. Mukherjee Road
On The West	:	By Premises No 59/2A, Protapaditya Road



Signature.....

18 APR 2017

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

SECOND SCHEDULE

(SPECIFICATIONS)

BRICK WORK

- *External Wall:* 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1st class brick / fly ash bricks.
- *Partition Wall:* 75/125 mm thick brick work with sand cement mortar in proportion (1: 4) by using 1st class bricks / fly ash bricks.

PLASTERING

- Rough brick surface by 19 mm thick (1:6) cement sand prop.
- Finished brick surface by 12 mm thick (1:6) cement sand prop.
- Ceiling 6/10 mm thick by (1:4) cement sand prop.
- Waterproof compound will be mixed during plastering of external wall.

CONCRETE WORKS

- All RCC work shall be as per the design of structural engineers.

FLOOR OF ROOMS

- *Bed Rooms, Verandah, Drawing-Dinning:* Vitrified Tiles
- *Kitchen & Toilet:* 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 Kotah Stone.

DOOR

- All doors shall be of good quality flush doors.

WINDOWS

- Aluminium sliding windows.

DRAINAGE

- The drainage connection will be done as per approved drawing of the PHE Consultants.

WATER SUPPLY

- The water supply will be done as per approved drawing of the PHE Consultants.

PAINTING & FINISHING

- *Outside face of external walls:* Weather Coat.
- *Internal face of the wall:* Very good quality plaster of Paris or wall putty

SANITARY FITTINGS IN TOILETS

The following will be provided:



Signature.....

18 APR 2017

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

- *Tap* with mixing arrangements in toilet.
- White *Wash Basin* - Hinduware/Parryware or equivalent make.
- White porcelain *Commode* of reputed brand- Hinduware/Parryware or equivalent make.
- Fittings will be Mark or Jaquar brand or equivalent make.

KITCHEN

- Kitchen *Platform* will be of *Granite* and tiles over the kitchen platform up to a height 2' 0".
- *Stainless steel* sink 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 including earthing.
- *Separate Meters* for all Flat owners as well as for *Common* use will be provided at extra cost.
- 1 (one) *Telephone* points in each flat.
- 1 (one) A.C. points in each master bed room.
- Sufficient *light & Fan* points with *5 and 15 amp. Sockets* in each flat.

LIFT

- *Lift's* will be provided as per the design and traffic load requirement.

THIRD SCHEDULE

(EXTRAS & DEPOSIT CHARGES TOWARDS)

- Special Amenities/Facilities: provision of any special amenities/facilities in the common portions including Club facilities (if any) and development charges, etc.
- Upgradation of fixtures and fittings: improved specifications of construction of the Project over and above the Specifications described.
- Sinking Fund
- Transformer and allied installation: Obtaining HT/LT electricity supply from the supply agency through transformers and allied equipment.
- Diesel Generator charges.
- Legal Charges (not applicable for Owners)
- Taxes: deposits towards Municipal rates and taxes, etc.
- Stamp Duty, Registration Fees, Service Tax and any other tax and imposition levied by the State Government, Central Government or any other authority.
- Common Expenses/Maintenance Charges/Deposits: proportionate share of the common expenses/maintenance charges as may be levied



Signature.....

18 APR 2017

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

- x. Formation of Association/Holding Organization
- xi. Electricity Meter: Security deposit and all other billed charges of the supply agency for providing electricity meter to the new Building, at actual.
- xii. Internal Layout Change: any internal change made in the layout of the Owners' Share and/or up-gradation of fixtures and fittings.



Signature.....

18 APR 2017

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

Execution and Delivery

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

Jayanta Chowdhury

(Jayanta Chowdhury)

Sudipto Chowdhury

(Sudipto Chowdhury)

Purna Chowdhury

(Purna Chowdhury)

[Owners]

For PRAKRITI EMINENT HEIGHTS LLP

Dipanjana Bhattacharjee

(Dipanjana Bhattacharjee)

Arindam Bhakat

ARINDAM BHAKAT
ADVOCATE
HIGH COURT, CALCUTTA

P/1770/2011

Manish Kakrania

(Manish Kakrania)

Rajesh Baid

(Rajesh Kumar Baid)

Designated Partners
(Prakriti Eminent Heights LLP)
[Developer]

Designated Partner / Partner

Witnesses:

Signature <u>Rakesh Kumar Bhalotia</u>	Signature <u>Nawed A. Sarkar</u>
Name <u>RAKESH KUMAR BHALOTIA</u>	Name <u>Nawed Ahmed Sarkar</u>
Father's Name <u>SHREENARAYAN BHALOTIA</u>	Father's Name <u>Faiaz Ahmed Sarkar</u>
Address <u>1761 NEW STATION ROAD</u>	Address <u>11, old Post office</u>
<u>WANDMOOR, HOOGHLY - 712233</u>	<u>Sheet, Kol - 700001</u>



Signature.....

18 APR 2017

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

Receipt And Memo of Consideration

Received of and from the withinnamed Developer the within mentioned sum of Rs. 2,36,28,000/- (Rupees Two Crores Thirty Six Lakhs Twenty Eight Thousand only) only towards the non-refundable Security Deposit payable under this Agreement, in the following manner:

Mode	Date	Bank	Amount (Rs.)	Favouring
Account Payee Cheque No.000004	25.6.2015	Standard Chartered Bank	10,78,500/-	Jayanta Chowdhury
Account Payee Cheque No.000005	25.6.2015	Standard Chartered Bank	10,78,500/-	Jayanta Chowdhury
Account Payee Cheque No.000047	24.9.2015	Standard Chartered Bank	10,78,500/-	Jayanta Chowdhury
Account Payee Cheque No.000048	24.9.2015	Standard Chartered Bank	10,78,500/-	Jayanta Chowdhury
Account Payee Cheque No.000008	25.6.2015	Standard Chartered Bank	10,78,500/-	Sudipto Chowdhury
Account Payee Cheque No.000006	25.6.2015	Standard Chartered Bank	10,78,500/-	Purna Chowdhury
Account Payee Cheque No.000009 and 000010	29.6.2015	Standard Chartered Bank	10,78,500/-	Sudipto Chowdhury
Account Payee Cheque No.000007	29.6.2015	Standard Chartered Bank	10,78,500/-	Purna Chowdhury
Account Payee Cheque No.000014	10.7.2015	Standard Chartered Bank	75,00,000/-	Jayanta Chowdhury
Account Payee Cheque No.000015	10.7.2015	Standard Chartered Bank	37,50,000/-	Sudipto Chowdhury
Account Payee Cheque No.000016	10.7.2015	Standard Chartered Bank	37,50,000/-	Purna Chowdhury
Total:			2,36,28,000/-	

Jayanta Chowdhury
(Jayanta Chowdhury)

Sudipto Chowdhury
(Sudipto Chowdhury)

Purna Chowdhury
(Purna Chowdhury)

[Owners]

Witnesses:

Signature <i>Rakesh Kumar Bhatia</i>	Signature <i>Naved A. Sank</i>
Name <u>RAKESH KUMAR BHATIA</u>	Name <u>Naved Ahmed Sank</u>




































Signature.....

18 APR 2017

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

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	<i>Adyastha Saha</i> <i>Saha</i>	 Little	 Ring	 Middle (Left Hand)	 Fore	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring	 Little
	<i>Sudipto Choudhury</i>	 Little	 Ring	 Middle (Left Hand)	 Fore	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring	 Little
	<i>Purnima Choudhury</i>	 Little	 Ring	 Middle (Left Hand)	 Fore	 Thumb
		 Thumb	 Fore	 Middle (Right Hand)	 Ring	 Little












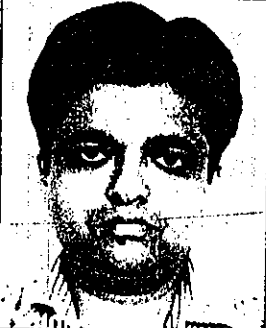








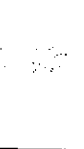














Signature.....

18 APR 2017

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

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executants and/or purchaser Presentants					
	<p><i>Dipanjan Bhattacharyajee</i></p>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	<p><i>K. C. ...</i></p>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little
	<p><i>Rajesh ...</i></p>					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Thumb	Fore	Middle (Right Hand)	Ring	Little



Signature.....

18 APR 2017

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



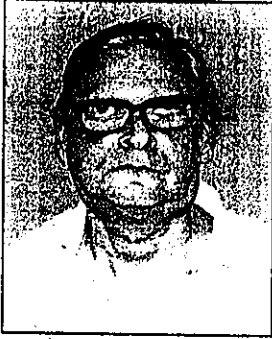

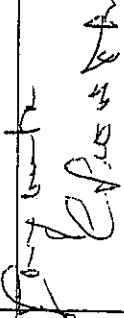


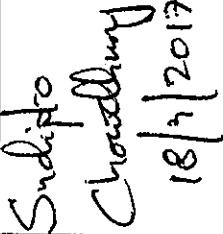



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. ALIPORE, District Name :South 24-Parganas


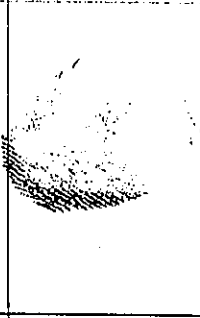

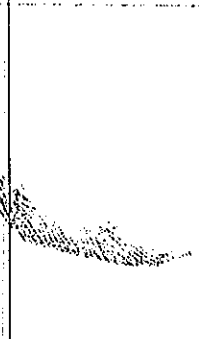


Signature / LTI Sheet of Query No/Year 16051000116655/2017

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 Jayanta Chowdhury 200A, S P Mukherjee Road, P.O:- Kalighat, P.S:- Tollygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026	Land Lord			 18/4/2017
2	Mr Sudipto Chowdhury 200A, S P Mukherjee Road, P.O:- Kalighat, P.S:- Tollygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026	Land Lord			 18/4/2017
3	Smt Purna Chowdhury 200A, S P Mukherjee Road, P.O:- Kalighat, P.S:- Tollygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026	Land Lord			 18.4.2017.



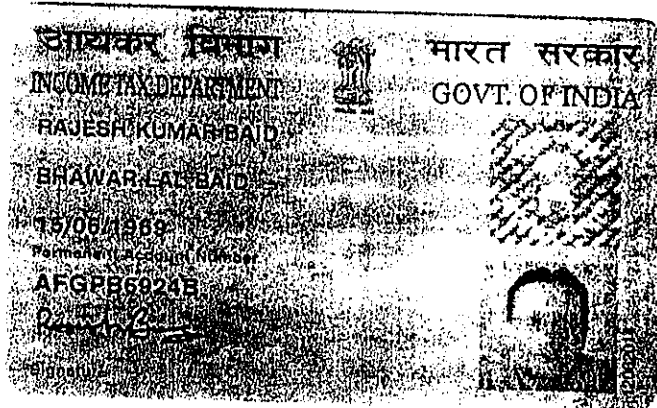
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Dipanjan Bhattacharjee 84, B. T. Road, P.O:- Noapara, P.S:- Baranagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700090	Representative of Developer [Prakriti Eminent Heights LLP]			<i>Dipanjan Bhattacharjee</i> 18.04.2017
5	Mr Manish Kakrania Palacio Building , 6, Flat No: 3B, 3rd Floor, Queens Park, P.O:- Ballygunge, P.S:- Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Representative of Developer [Prakriti Eminent Heights LLP]			<i>Manish Kakrania</i> 18/4/17
6	Mr Rajesh Kumar Baid 41, Tara Chand Dutta Street, P.O:- Colootola, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700073	Representative of Developer [Prakriti Eminent Heights LLP]			<i>Rajesh Baid</i> 18-04-2017





Sl No.	Name and Address of identifier	Identifier of	Signature with date
1	Mr Rakesh Kumar Bhalotia Son of Mr Narayan Bhalotia 176/1, New Station Road, P.O:- Hindmotor, P.S:- Uttarpara, District:- Hooghly, West Bengal, India, PIN - 712233	Mr Jayanta Chowdhury, Mr Sudipto Chowdhury, Smt Purna Chowdhury, Mr Dipanjan Bhattacharjee, Mr Manish Kakrania, Mr Rajesh Kumar Baid	Rakesh Kumar Bhalotia 18/04/2017

(Amitava Chanda)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 ALIPORE
 South 24-Parganas, West
 Bengal




Rajesh Baig

भारत सरकार
GOVERNMENT OF INDIA

Rajesh Kumar Baid
Rajesh Kumar Baid
DOB: 15-06-1969
Gender: Male




6126 3629 1688

अधार - आम आदमी का अधिकार

Rajesh Baid


भारतीय जनता पार्टी पहचान प्राधिकरण
INDIAN JANTA PARTY IDENTIFICATION AUTHORITY OF INDIA




अधार


S/O Bhanwar Lal Baid, Kusum
Apartment, 3rd Floor, Flat
No.34, 11, Gurusaday Road,
Near Birla Museum,
Ballygunge, Ballygunge, Circus
Avenue, Kolkata, West Bengal,
700019

Address:
S/o Bhanwar Lal Baid, Kusum
Apartment, 3rd Floor, Flat No.34,
11, Gurusaday Road, Near Birla
Museum, Ballygunge, Ballygunge,
Circus Avenue, Kolkata, West
Bengal, 700019







1947
1800 300 1947



help@ujta.gov.in



www.ujta.gov.in



P.O. Box No.1947,
Bengaluru-560 001



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

LXQ0484436



নির্বাচকের নাম : জয়ন্ত চৌধুরী

Elector's Name : Jayanta Chowdhury

পিতার নাম : সুধীন্দ্রনাথ চৌধুরী

Father's Name : Sudhindranath Chowdhury

লিঙ্গ / Sex : পুং / M

জন্ম তারিখ : XX / XX / 1946
Date of Birth : XX / XX / 1946

LXQ0484436

ঠিকানা:
200A শ্যামা প্রসাদ মুখার্জী রোড টোলীগঞ্জ কলকাতা
700026

Address:
200A SHYAMA PRASAD MUKHERJEE
ROAD, Tollygunge Kolkata 700026

Date: 06/08/2007

149-রাসবিহারী এভিনিউ নির্বাচন কেন্দ্রের নির্বাচক
নিযুক্ত অধিকারিকের স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral
Registration Officer for
149-Rasbehari Avenue Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ডেউটাম সিনে নাম
ডেলো ও একই নামের নতুন সঠিক পরিচয়পত্র পাওয়ার
জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

047/0617

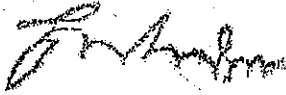
Jayanta Chowdhury

Address:

200A SHYAMA PRASAD MUKHERJEE ROAD,
Tollygunge Kolkata 700026

ঠিকানা:

২০০এ শ্যামা প্রসাদ মুখার্জী রোড টোলীগঞ্জ কলকাতা ৭০০০২৬



Facsimile Signature
Electoral Registration Officer
নির্বাচক নিবন্ধন আধিকারিক

Assembly Constituency: 149-Rashbehari Avenue

বিধানসভা নির্বাচন ক্ষেত্র : ১৪৯-রাসবিহারী এডিনিউ

District:Kolkata

জেলা: কলকাতা

Date: 10.03.2006

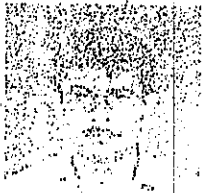
তারিখ: ১০.০৩.২০০৬

097/0849

Sudipto Choudhury

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ABXPC3311J



नाम /NAME

SUDIPTO CHOWDHURY

पिता का नाम /FATHER'S NAME

SOUMENDRALAL NATH
CHOWDHURY

जन्म तिथि /DATE OF BIRTH

13-09-1963

हस्ताक्षर /SIGNATURE

Sudipto Chowdhury

ABXPC3311J

आयकर आयुक्त, प.बं.-11

COMMISSIONER OF INCOME-TAX, W.B. - II

Sudipto Chowdhury

In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTIISL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/लीटाए :
आयकर पैन सेवा यूनिट, UTIISL
प्लॉट नं: ३, सेक्टर ११, सी.बी.डी. बेलपुर,
नवी मुंबई-४०० ६१४.

Purea Choudhary.



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB/23/149/315248

পরিচয় পত্র

Duplicate

প্রতিরূপ



Elector's Name Purna Chowdhury

নির্বাচকের নাম পূর্না চৌধুরী

Spouse's Name Soumendra Chowdhury

স্বামীর নাম সৌমেন্দ্র চৌধুরী

পিতার নাম

স্বাক্ষরিত ০৮.১.২০০৬

১৯৬৩ সালের ৩৬-এ বয়স

১

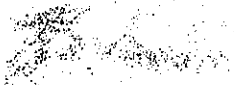
৬৩

৬৬

Purna Chowdhury

Address:
200A SHYAMA PRASAD MUKHERJEE ROAD,
Tollygunge Kolkata 700026

ঠিকানা:
২০০এ শ্যামপ্রসাদ মুখার্জী রোড টোলিগঞ্জ কলকাতা ৭০০০২৬



Facsimile Signatures
Electoral Registration Officer
নির্বাচক নিবন্ধন আধিকারিক

Assembly Constituency: 149-Rashbehari Avenue

বিধানসভা নির্বাচন কেন্দ্র: ১৪৯-রাসবিহারী এভিনিউ

District: Kolkata

জেলা: কলকাতা

Date: 10.03.2008

তারিখ: ১০.০৩.২০০৮

0970180

Purna Chatterjee

Govt. of West Bengal
 Directorate of Registration & Stamp Revenue
 e-Challan

GRN: 19-201718-000330154-1
 GRN Date: 17/04/2017 09:53:51
 ERN: CKC2078876
 Payment Mode: Online Payment
 Bank: State Bank of India
 BRN Date: 17/04/2017 09:55:26

DEPOSITOR'S DETAILS

Name: N A Sarkar
 Contact No.:
 E-mail:
 Address: High Court Thana, Hari Street, Kolkata
 Applicant Name: Mr N A Sarkar
 Office Name:
 Office Address:
 Status of Depositor: Advocate
 Purpose of payment / Remarks: Development Agreement or Construction agreement
 Id No.: 16051000116655/3/2017
 [Query No./Query Year]
 Mobile No: 91-9902454729
 Payment No: 2

ITEM DETAILS

S. No.	Identification No.	Head of A/C Description	Head of A/C	Amount ₹
1	16051000116655/3/2017	Property Registration- Registration Fees	0030-03-104-001-16	259913
2	16051000116655/3/2017	Property Registration- Stamp duty	0030-02-103-003-02	70021

In Words: Rupees Three Lakh Twenty Nine Thousand Nine Hundred Thirty Nine only
 Total 329939

Major Information of the Deed

Deed No :	I-1605-02117/2017		Date of Registration	20/04/2017
Query No / Year	1605-1000116655/2017		Office where deed is registered	
Query Date	10/04/2017 8:08:31 PM		A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	N A Sarkar High Court, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 8902454729, Status : Advocate			
Transaction	[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Rs. 2/-		Additional Transaction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,36,28,000/-]
Stampduty Paid(SD)	Rs. 75,021/- (Article:48(g))		Market Value	Rs. 12,91,82,791/-
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		Registration Fee Paid	Rs. 2,59,918/- (Article:E, E, B)

Land Details :

District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: SHYAMA PRASAD MUKHERJEE ROAD, , Premises No. 200A, Ward No: 88

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Proposed	ROR				
L1			Bastu		21 Katha 9 Chatak 5 Sq Ft	1/-	12,41,20,291/-	Property is on Road
Grand Total :					35.5896Dec	1/-	1241,20,291 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	10000 Sq Ft.	1/-	50,62,500/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 5000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 5000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		10000 sq ft	1/-	50,62,500 /-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	<p>Mr Jayanta Chowdhury Son of Late Rai Sudhindra Nath Chowdhury 200A, S P Mukherjee Road, P.O:- Kalighat, P.S:- Tollygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:ACNPC6461G Status :Individual, Executed by: Self, Date of Execution: 18/04/2017 , Admitted by: Self, Date of Admission: 18/04/2017 ,Place : Pvt. Residence</p>

2	Mr Sudipto Chowdhury Son of Late Soumendra Nath Chowdhury 200A, S P Mukherjee Road, P.O:- Kalighat, P.S:- Tollygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:ABXPC3311J Status :Individual, Executed by: Self, Date of Execution: 18/04/2017, Admitted by: Self, Date of Admission: 18/04/2017, Place : Pvt. Residence
3	Smt Purna Chowdhury Wife of Late Soumendra Nath Chowdhury 200A, S P Mukherjee Road, P.O:- Kalighat, P.S:- Tollygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:AGPPC8438F Status :Individual, Executed by: Self, Date of Execution: 18/04/2017, Admitted by: Self, Date of Admission: 18/04/2017, Place : Pvt. Residence

Developer Details :

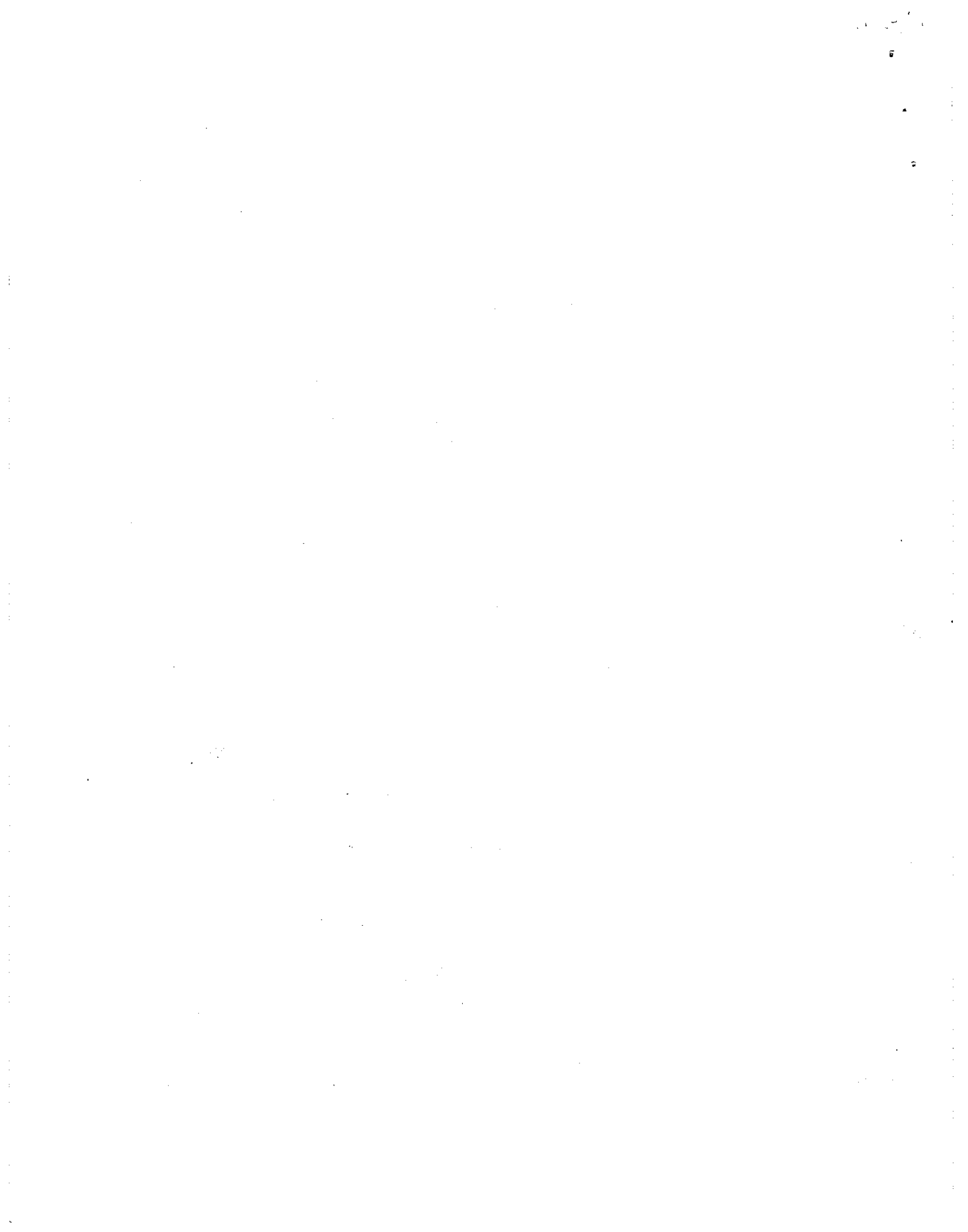
Sl No	Name,Address,Photo,Finger print and Signature
1	Prakriti Eminent Heights LLP (Partnership Firm) R. No-204, 2nd Floor, Fort Knox Building, 6, Abanindra Nath Tagore Sarani, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017 PAN No.:AARFP2144F Status :Organization

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Dipanjan Bhattacharjee (Presentant) Son of Late Lokenath Bhattacharjee 84, B. T. Road, P.O:- Noapara, P.S:- Baranagar, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700090, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AIKPB3840P Status : Representative, Representative of : Prakriti Eminent Heights LLP (as PARTNER)
2	Mr Manish Kakrania Son of Mr Devi Prasad Kakrania Palacio Building , 6, Flat No: 3B, 3rd Floor, Queens Park, P.O:- Ballygunge, P.S:- Bullygunge, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AFXPK4182R Status : Representative, Representative of : Prakriti Eminent Heights LLP (as PARTNER)
3	Mr Rajesh Kumar Baid Son of Mr Bhawar Lal Baid 41, Tara Chand Dutta Street, P.O:- Colootola, P.S:- Jorasanko, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700073, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AFGPB6924B Status : Representative, Representative of : Prakriti Eminent Heights LLP (as PARTNER)

Identifier Details :

Name & address
Mr Rakesh Kumar Bhalotia Son of Mr Narayan Bhalotia 176/1, New Station Road, P.O:- Hindmotor, P.S:- Uttarpara, District:-Hooghly, West Bengal, India, PIN - 712233, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, Identifier Of Mr Jayanta Chowdhury, Mr Sudipto Chowdhury, Smt Purna Chowdhury, Mr Dipanjan Bhattacharjee, Mr Manish Kakrania, Mr Rajesh Kumar Baid



Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Jayanta Chowdhury	Prakriti Eminent Heights LLP-11.8632 Dec
2	Mr Sudipto Chowdhury	Prakriti Eminent Heights LLP-11.8632 Dec
3	Smt Purna Chowdhury	Prakriti Eminent Heights LLP-11.8632 Dec

Transfer of property for S1

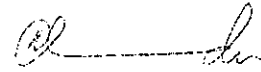
Sl.No	From	To. with area (Name-Area)
1	Mr Jayanta Chowdhury	Prakriti Eminent Heights LLP-3333.33 Sq Ft
2	Mr Sudipto Chowdhury	Prakriti Eminent Heights LLP-3333.33 Sq Ft
3	Smt Purna Chowdhury	Prakriti Eminent Heights LLP-3333.33 Sq Ft

Endorsement For Deed Number : I - 160502117 / 2017

On 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 12,91,82,791/-



Amitava Chanda

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE

South 24-Parganas, West Bengal

On 18-04-2017

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

Presented for registration at 16:30 hrs on 18-04-2017, at the Private residence by Mr Dipanjan Bhattacharjee .

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

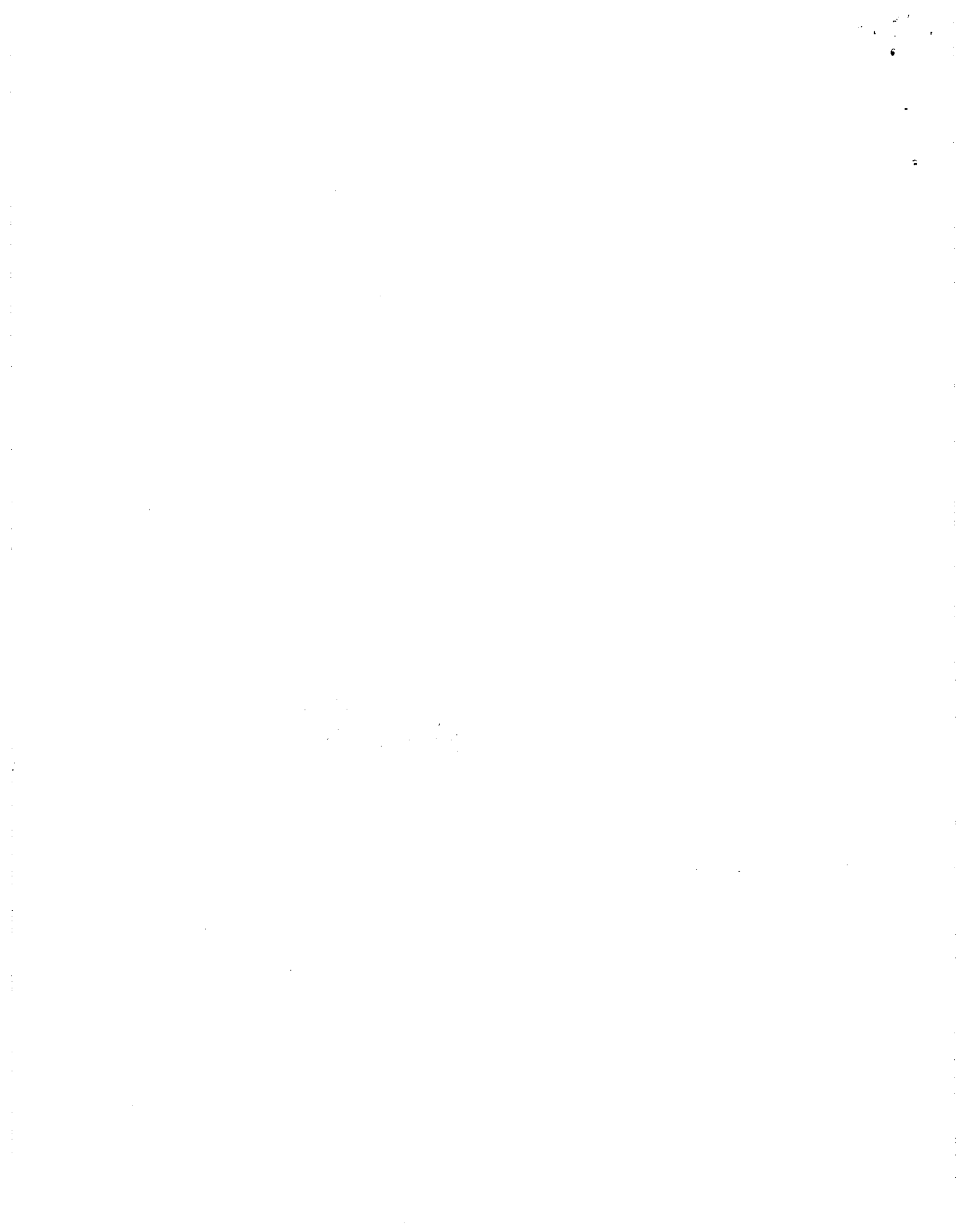
Execution is admitted on 18/04/2017 by 1. Mr Jayanta Chowdhury, Son of Late Rai Sudhindra Nath Chowdhury, 200A, S P Mukherjee Road, P.O: Kalighat, Thana: Tollygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Others, 2. Mr Sudipto Chowdhury, Son of Late Soumendra Nath Chowdhury, 200A, S P Mukherjee Road, P.O: Kalighat, Thana: Tollygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Others, 3. Smt Purna Chowdhury, Wife of Late Soumendra Nath Chowdhury, 200A, S P Mukherjee Road, P.O: Kalighat, Thana: Tollygunge, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Others

Indetified by Mr Rakesh Kumar Bhalotia, , Son of Mr Narayan Bhalotia, 176/1, New Station Road, P.O: Hindmotor, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service

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

Execution is admitted on 18-04-2017 by Mr Dipanjan Bhattacharjee, PARTNER, Prakriti Eminent Heights LLP (Partnership Firm), R. No-204, 2nd Floor, Fort Knox Building, 6, Abanindra Nath Tagore Sarani, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr Rakesh Kumar Bhalotia, , Son of Mr Narayan Bhalotia, 176/1, New Station Road, P.O: Hindmotor, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service

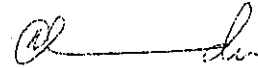


Execution is admitted on 18-04-2017 by Mr Manish Kakrania, PARTNER, Prakriti Eminent Heights LLP (Partnership Firm), R. No-204, 2nd Floor, Fort Knox Building, 6, Abanindra Nath Tagore Sarani, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr Rakesh Kumar Bhalotia, , Son of Mr Narayan Bhalotia, 176/1, New Station Road, P.O: Hindmotor, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service

Execution is admitted on 18-04-2017 by Mr Rajesh Kumar Baid, PARTNER, Prakriti Eminent Heights LLP (Partnership Firm), R. No-204, 2nd Floor, Fort Knox Building, 6, Abanindra Nath Tagore Sarani, P.O:- Shakespeare Sarani, P.S:- Shakespeare Sarani, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700017

Indetified by Mr Rakesh Kumar Bhalotia, , Son of Mr Narayan Bhalotia, 176/1, New Station Road, P.O: Hindmotor, Thana: Uttarpara, , Hooghly, WEST BENGAL, India, PIN - 712233, by caste Hindu, by profession Service



Amitava Chanda
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

On 19-04-2017

Payment of Fees

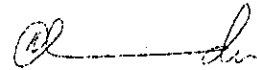
Certified that required Registration Fees payable for this document is Rs 2,59,918/- (B = Rs 2,59,897/- ,E = Rs 21/-) and Registration Fees paid by by online = Rs 2,59,918/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/04/2017 9:55AM with Govt. Ref. No: 192017180003301541 on 17-04-2017, Amount Rs: 2,59,918/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKC2078876 on 17-04-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by by online = Rs 70,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/04/2017 9:55AM with Govt. Ref. No: 192017180003301541 on 17-04-2017, Amount Rs: 70,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKC2078876 on 17-04-2017, Head of Account 0030-02-103-003-02



Amitava Chanda
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

On 20-04-2017

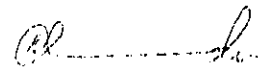
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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

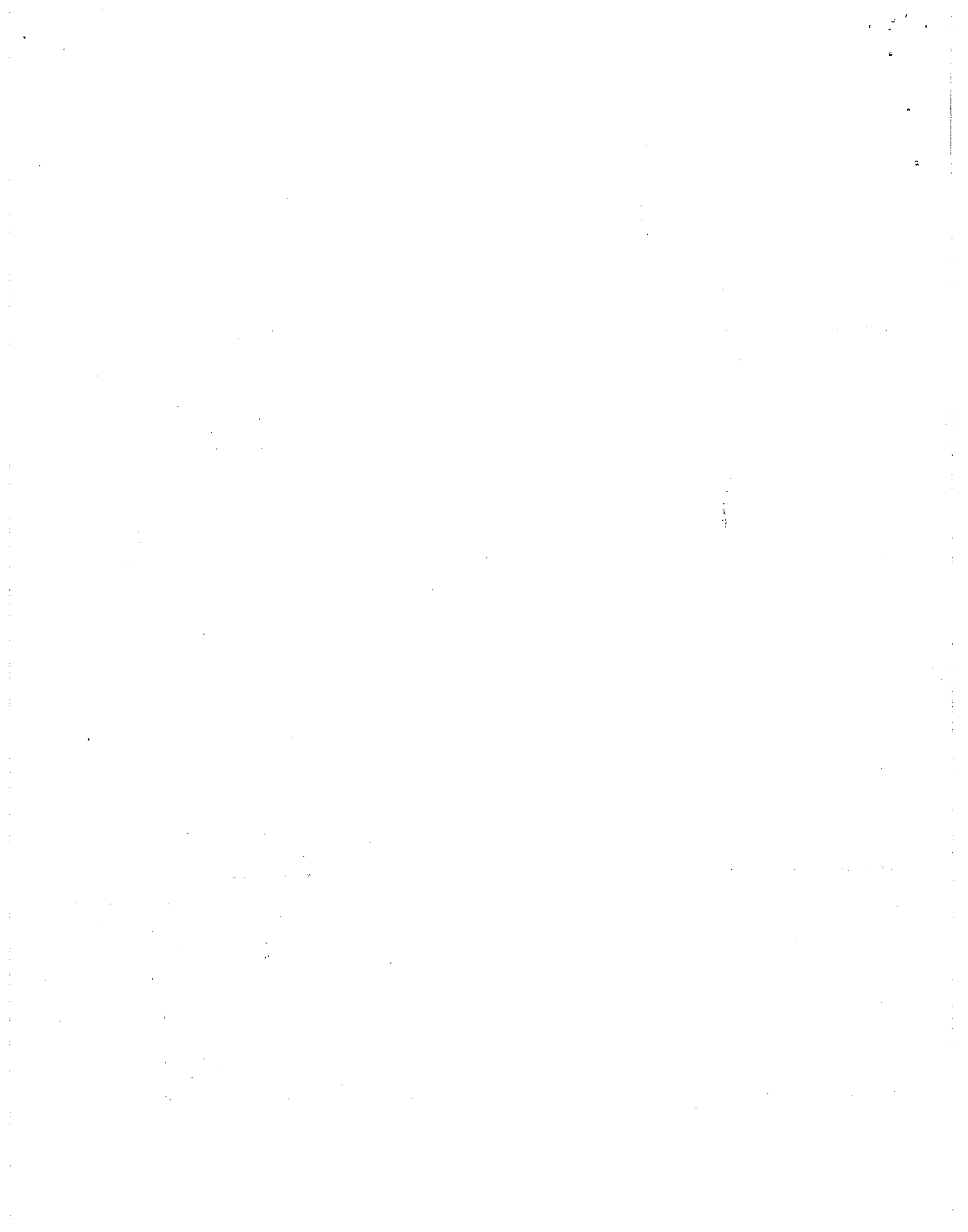
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 171083, Amount: Rs.5,000/-, Date of Purchase: 22/03/2017, Vendor name: S Mukherjee

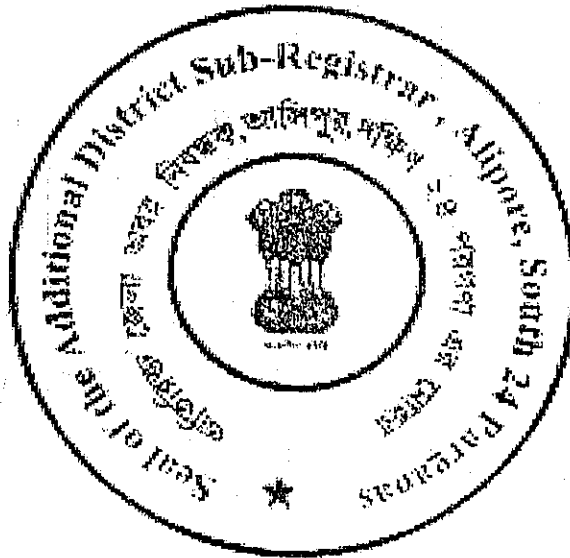


Amitava Chanda
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal



2000

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Digitally signed by AMITAVA CHANDA
Date: 2017.04.24 15:38:22 +05:30
Reason: Digital Signing of Deed.

(Amitava Chanda) 24-04-2017 15:38:21
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)
