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भारतीय गैर न्यायिक

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Rs. 100

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ONE HUNDRED RUPEES

भारत INDIA
INDIA NON MEDICAL

सत्यमेव जयते

पश्चिम बंगाल
WEST BENGAL

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Development Agreement

[Signature]

02 NOV 2017

DEVELOPMENT AGREEMENT

- 1. Date: - 02 NOVEMBER 2017
- 2. Place: Kolkata
- 3. Parties.
 - 3.1 (i) SRI SAMIR KUMAR MITRA, son of Late Sudhir Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Retired, having income

Tax PAN ADPPM4459B and presently residing at 29, Phool Bagan Road, Police Station - Patchi, Post Office - Garia, Kolkata - 700 086, (2) **SRI SUBIR KUMAR MITRA**, son of Late Sudhir Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Retired, having Income Tax PAN ALR 3467191 and presently residing at 31, Phool Bagan Road, Police Station - Patchi, Post Office - Garia, Kolkata - 700 086, (3) **SMT. BHOYA GHOSH**, wife of Sri Basudeb Chandra Ghosh and daughter of Late Sushil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Housewife, having Income Tax PAN AVEPG3594Q and presently residing at 32, Vivekananda Road, Police Station - Uttarpara, Post Office - Nabagram, District - Hooghly, Pincode 712246, (4) **SMT. MANJUSRI MITRA** alias **MANJUSHREE MITRA**, wife of late Sushil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Superannuated, having Income Tax PAN AE33PM24291 and presently residing at 31, Phool Bagan Road, Police Station - Patchi, Post Office - Garia, Kolkata - 700 086, (5) **SMT. ANINDITA BASU**, wife of Sri Sooran Kumar Basu and daughter of Late Sushil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Housewife, having Income Tax PAN AMNPG316287 and presently residing at 323, Baghajatin Road, Flat No.303, Police Station - Patchi, Post Office - Garia, Kolkata - 700 086, (6) **SMT. AYANTIKA MITRA JHA**, wife of Sri Satya Prakash Jha and daughter of Late Sushil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Housewife, having Income Tax PAN CRDPM8299R and presently residing at 31, Phool Bagan Road, Police Station - Patchi, Post Office - Garia, Kolkata - 700 086, (7) **SMT. CHHANDA MITRA**, wife of Late Sunil Kumar Mitra, an adult Indian citizen, by faith Hindu, by occupation - Housewife, having Income Tax PAN BUVPM7318L and presently residing at 31, Phool Bagan Road, Police Station - Patchi, Post Office - Garia, Kolkata - 700 086, hereinafter collectively called and referred to as "OWNERS". (The term or expression Owners herein shall mean and include each of the owners' successors in interest and assigns)

And

A.2 "PRIYADARSHI", a Partnership firm, having Income Tax PAN AAGPE5159D and office at 115, Baghajatin, Police Station - Indrapur,

Post Office – Regent Estate, Kolkata – 700 092, and duly represented by the partners namely (1) **SRI. ASHOK KUMAR DUTTA** alias **ASHOKE KUMAR DATTA**, son of late Lakshmi Narayan Dutta, an adult Indian citizen, by faith – Hindu, by occupation – Business, having Income Tax PAN – AFXPD4891A and presently residing at 2/30, Vidyasagar, Police Station – Netaji Nagar (Previously Jaldypur), Post Office – Naktaia, Kolkata – 700 047, and (2) **SRI. SURAJIT DAS**, son of Sri. Sunil Lal Das, an adult Indian citizen, by faith – Hindu, by occupation – Business, having Income Tax PAN – AFXPD5666N, presently residing at C/5, Baghajatin, Police Station – Jaldypur, Post Office – Regent Estate, Kolkata – 700 092, hereinafter called “**DEVELOPER**”. The term or expression Developer herein shall mean and include each of the partner’s successors in title and assigns.

Owners and Developer, collectively Parties

NOW THIS AGREEMENT WITNESSESS, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement:

4.1 Development: Development of **ALL THAT** the piece and parcel of land measuring 19 Cantals 13 Chetaks 12 Square feet, or the same or a little more or less together with building thereon, lying and situate at C.S. Dag No. 299 corresponding to R.S Dag No. 287 and also known and called as 299/287, under C.S. Khatian No. 278 corresponding to R.S. Khatian No. 243, Mooza – Bademshan, Touzi Nos. 266, 1516-1518, Pargana – Kraspur, R.S. No. 77, P.L. No. 31, Police Station – Jaldypur, District Sub-Registration office – Alipara, District – South 24 Parganas, Police Station – Jaldypur, Kolkata – 700 086 and within the limits of the Municipal Ward No.70 of the Kolkata Municipal Corporation, being Municipal Premises No. 182, Purba Phool Bagan and Phool Bagan Road, having Assessee No. 511011601824, more fully described in the **Part – I** of the **1st Schedule** below.

5. **Background, Representations and Warranties:**

5.1 **Owners' Representations on Title:** The Owners have represented to the Developer as follows:

5.1.1 **Absolute Ownership:** The Owners are the absolute owners of the Premises and are in possession of the Premises and the Owners have a marketable title thereto and the Detail of Deviation of Title of the Owners is mentioned in the Part-II of the 1st Schedule hereunder written.

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

5.2.1 **Background Of Developer:** The Developer, for a long time, is carrying on business of construction and development of real estate and has adequate infrastructure, expertise and funds to develop the Premises.

5.3 **Offer by the Developer:** Upon coming to know that the Owners are interested in development of the Premises, the Developer has offered to the Owners to develop the said Premises through the Developer.

5.4 **Negotiations:** Discussions and negotiations for collaborative development of the Premises has taken place between the Parties and relying on the representations made by the parties herein before each other, the Owners agreed to have the Premises developed by the Developer and the Developer also has agreed to develop the said Premises by construction of a new building thereon (New Building) at the costs and expenses of the Developer and in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation (**Plans**). The terms and condition agreed upon are recorded hereunder.

5.5 **Appointment and Commencement.**

5.5.1 **Appointment and Acceptance:** The Owners appoint the Developer as developer of the Premises and the Developer accepts such appointment as the developer of the Premises.

5.5.2 **Scope of Work:** The Developer, at Developer's own costs and expenses, shall

- at **Sanction of Plans:** Have the Plans sanctioned with the maximum available FAR.
- to) **Construction of New Building:** Construct the New Building at the costs and expenses of the Developer and deliver to the Owners vacant possession of the Owners' Allocation (defined below) and after delivering the Owners' Area to the Owners deal with the Developer's Allocation (defined below) in any manner the Developer decides. But the Developer shall have the right to enter into agreements for transfer and booking of the Developer's Allocation (defined below), prior to delivering possession of the Owners' Allocation to the Owners.

5.6. **Commencement And Tenure:** If a Agreement has come into force as from the date hereof and unless terminated earlier it shall continue till completion of the entirety of the scope of works mentioned in Clause 5.5.2 above.

6. **Owners' Consideration:**

6.1

Owners' Allocation: The Owners shall collectively be entitled to 12 (Twelve) Numbers self contained independent residential flats and 10 (ten) open car parking space at the ground floor within 3 (three) independent buildings at three different Blocks to be constructed at the said Premises, together with the undivided, impartible proportionate share in the land contained in the Premises and the undivided proportionate share in the common areas, amenities and facilities made available in the said proposed New Building, which are more fully described in the 2nd Schedule hereof (collectively Owners' Allocation). The Developer at developer's costs and expenses shall construct, finish and deliver to the Owners the Owners' Area.

6.1.2

The Owners herein have mutually settled amongst themselves that in future after due completion of the project and due delivery

of possession of the said flats/units under owners' Allocation by the developer to the Owners, they mutually partition the aforesaid flats/units among themselves in the following manner:-
Sri Samir Kumar Mitra, will be entitled to 2 flats and 2 car parking spaces i.e. 1 Flat at the South-East-North side at the Third Floor and 1 car parking space at the ground floor of the building at Block -B and another flat at the South-East-North side at the Second Floor and 1 car parking space at the ground floor of the building at Block -C.

Sri Subir Kumar Mitra, will be entitled to 3 flats and 2 car parking spaces i.e. 1 flat at the North-East side at the third Floor and another flat at the North-East fourth floor and another flat at the South-East side at the Fourth Floor and 2 car parking spaces at the ground floor of the building at Block -A.

Smt. Bijoya Ghosh, will be entitled to 2 flats and 2 car parking spaces i.e. 1 flat at the South-East-North side at the first Floor and 1 car parking space at the ground floor of the building at Block -B and another flat at the South-East-North side at the first Floor and 1 car parking space at the ground floor of the building at Block -C.

Smt. Manjusevi Mitra alias Manjushree Mitra, **Smt. Anindita Basu** and **Smt. Ayantika Mitra Jha**, will collectively be entitled to 3 flats and 2 car parking spaces i.e. 1 flat at the South-East side at the Second Floor and another flat at the South-East side at the third Floor and 2 car parking spaces at the ground floor of the building at Block -A.

Smt. Chhanda Mitra, will be entitled to 3 flats and 2 car parking spaces i.e. 1 flat at the North-East side at the first Floor of the building at Block -A and another flat at the South-East side at the first Floor of the building at Block -A and another flat at the North-East side at the second Floor and 2 car parking spaces at the ground floor of the building at Block -A.

At present there is no specific allotment of car parking spaces of the owners amongst the Owners and the same shall be done subsequently.

6.2

Owners' Monetary Consideration :- The owners shall be entitled to get a sum of Rs. 76,00,000/- (Rupees:- Seventy six lakh), only from the Developer as monetary consideration which will be paid in future at the time of delivery of possession of the flats/units and car parking spaces under Owners' Allocation to the Owners by the Developer and out of the said monetary consideration Shri. Sanjay Kumar Mitra will get a sum of Rs. 35,00,000/- (Rupees:- Thirty eight lakh) only and balance of Rs. 38,00,000/- (Rupees:- Thirty eight lakh) only will go to San. Bijaya Ghosh none other will be entitle to get any monetary consideration.

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7. Developer's Consideration.

7.1 **Developer's Allocation:** The Developer, save and except the flats units and other constructed spaces as mentioned above as Owners' Allocation, shall be entitled to all the other flats/units, car parking spaces and other constructed spaces at the said three buildings in three different blocks to be constructed at the said Premises together with the undivided, impartible proportionate share in the land contained in the Premises and the undivided proportionate share in the common areas, amenities and facilities made available in the said proposed New Building, which are more fully described in the 2nd Schedule below (**collectively Developer's Allocation**). The Developer's Allocation shall be constructed and finished by the Developer at developer's own cost and expense, for and on behalf of the Developer and/or developer's constituents and/or nominees. The undivided, impartible and indivisible proportionate share in the land contained in the Premises shall be conveyed by the Owners to the Developer and its developer's constituents and/or nominees in consideration of the Developer constructing, finishing and delivering the Owners' Allocation to the Owners.

8. **Sanction, Demarcation of Allocations, shifting, Demolition And Possession:**
- 8.1 **Sanction:** The Developer shall, at developer's own costs appoint architect or architects (**Architect**) and at developer's own costs and expenses and through the Architect, shall have the Plans prepared and submitted to the Kolkata Municipal Corporation (KMC) for sanction.
- 8.2 **Temporary Accommodation:** - The Developer, at Developer's Own costs and expenses shall arrange for residential units to be provided to the owners presently residing at the said Premises, for temporary accommodation for the period from the date of delivery of possession of the said Premises to the Developer till the date of delivery of units under Owners' Allocation to the Owners in the said proposed new building to be constructed at the said Premises.
- 8.4 **Demolition and Possession:** Simultaneously with the arrangement of Temporary accommodation for the owners, the Owners shall deliver the possession of the said Premises to the Developer, for the purpose of implementing this Agreement when the Developer shall commence the process of demolition of the existing structure at the said Premises and the Developer shall be entitled to the entirety of the debris.
- 9 **Powers and Authorities:**
- 9.1 **General Power of Attorney:** The Owners shall grant to the Developer a General Power of Attorney for the purpose of obtaining sanction of the Plans and all necessary permissions from different authorities in connection with the construction of the New Building and also for booking and sale of the Developer's Allocation. The Developer herein are the partnership firm represented by the 2 (two) partners mentioned in the existing Partnership Deed as well as the narration of Developer as stated in Clause 3.2 of page 2 of this Development Agreement.
- 9.2 **Further Acts:** Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they will execute, as and when reasonably necessary, all papers, documents, plans etc. for the purpose of development of the Premises.

11. Construction:

- 10.1 **Construction Of The New Building:** The Developer shall at Developer's own costs and without creating any financial or other liability on the Owners, construct, erect and complete the New Building in accordance with the sanctioned Plans to per the agreed specifications mentioned in the 3rd Schedule below and as may be recommended by the Architect from time to time and to be approved by the Owner. Subject to the aforesaid, the decision of the Architect regarding the quality of materials shall be final and binding on the Parties. It is clarified that the materials used for construction of the New Building will be new and first class and the workmanship will be first class. All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer and the Owners shall bear no responsibility in this context. However, the Owners, at their own costs and expenses, may engage engineers for looking after the construction on their part.
- 10.2 **Construction Time:** The Developer shall construct, complete and finish the New Building within a period of 42 (forty two) months from the date of sanction of the building plan.
- 10.3 **Utilities:** Till delivery of the Owners' Allocation to the Owners, the Developer at developer's own costs and expenses may use the existing water and electricity connections in the Premises. The Developer may at developer's own costs install and erect in the New Building, pump, water storage tank, overhead reservoir, temporary electric connection until permanent electric connection is obtained and water and sewage connection. For permanent electric connection, the unit owners of the apartment/spaces in the New Building (Units) shall pay the deposits and other charges levied by CESC Ltd. only in this respect. No outstanding/arrear electricity charges, corporation tax, water tax and/or sewerage and drainage tax will be levied/paid by the respective unit owner on the owners allocation.
- 10.4 **Building Material:** The Developer shall be authorised in the name of the Owners to apply for and obtain quotas, entitlements and other

allocation for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and received for the construction of the New Building but in no circumstances the Owners shall be responsible for their price/ value, storage, quality and for the payment to the respective supplier and any disturbance, chaos, occurred during the time of constructing said new building.

10.5 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connection of water, electricity, drainage and sewerage.

10.6 **Modification:** Any amendment or modification to the Plans may be made or caused to be made by the Developer within the permissible limits of the KMC Rules subject to the consent of the Owners in writing.

10.7 **No Obstruction:** The Owners shall not do any act/ deed or thing whereby the Developer is obstructed or prevented from construction and completion of the New Building. If the construction and completion of the new building will be made as per foregoing clause/within this Agreement.

10.8 **Owners' Supervision:** The Owners either by themselves or through any of their duly appointed representative or representatives may supervise the construction of the proposed building to be constructed at the said Premises and if during the period of construction any defect and or any illegal deviation is found in the construction of the proposed building then the same must be taken into the notice of the Developer and the Developer at developer's own cost and expenses shall remove such defects and deviations but the Owners shall not be put any such objection after the completion of the said construction of the said proposed building.

11. Dealings With Units In The New Building:

11.1 **Owners' Allocation:** The Owners shall be entitled to transfer or otherwise deal with the Owners' Allocation in any manner the Owners deem appropriate.

- 11.2 **Developer's Allocation:** After delivery of the Owners' Allocation to the Owners, the Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.
- 11.3 **Transfer Of Developer's Allocation:** In consideration of the Developer at Developer's own cost constructing and handing over the Owners' Allocation to the Owners, the Owner shall execute deeds of conveyance of the undivided share in the land and Plans in favour of the Transferees, for Developer's own allocation only.
- 11.4 **Cost Of Transfer:** The costs of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees.
12. **Municipal Taxes And Outgoings:**
- 12.1 **Relating To Period Prior To Full Possession:** All Municipal rates, taxes and outgoings on the Premises relating to the period prior to the Owners delivering full possession of the Premises to the Developer shall be borne, paid and discharged by the Owners. It is made specifically clear that all outstanding dues up to the date of giving possession of the Premises as per this Agreement shall remain liability of the Owners.
- 12.2 **Relating To Period After Possession:** As from the date of making over possession of the Premises to the Developer, the Developer shall be liable for Municipal rates and taxes as also other outgoings in respect of the Premises, till such time the possession of the Owners' Allocation is delivered to the Owners. From the date of making over possession of the Owners' Area to the Owners till the date of separation of the units under Owners' Allocation in the name of the Owners, the Owners shall be responsible to pay proportionate share of taxes and other impositions and levies to be levied and or imposed by the Municipal Authority in respect of the entire Premises but after due separation of the owners' unit by the Municipal Authority, the Owners shall become liable and responsible for Municipal rates and taxes and all other outgoings with

regard to the Owners' Area and the Developer and/or Developer's Transferees shall become liable and responsible for Municipal rates and taxes and all other outgoings with regard to the Developer's Area.

13. **Possession and Post Completion Maintenance:**
- 13.1 **Notice Of Completion:** As soon as the New Building is completed as per the Agreement and plan (as certified by the Architect) the Developer shall give a written notice to the Owners requiring the Owner to take possession of the Owners' Allocation and the Owners shall take possession within 30 (thirty) days from the date of such notice, failing which it shall be deemed that the Owners have taken possession, whether or not the Owners take physical possession.
- 13.2 **Possession Date and Rates:** On and from such date of taking physical possession or deemed possession (Possession Date), the Owners shall be exclusively responsible for payment of all Municipal rates and taxes and other public outgoings and impositions whatsoever (collectively Rates) payable in respect of the Owners' Allocation only provided however when such Rates are applicable to the whole of the Premises (New Building), the same shall be proportionately apportioned on the basis of Owners Area with reference to the total area of the New Building. The Transferees shall be responsible for payment of the Rates in respect of the Developer's Allocation.
- 13.3 **Punctual Payment And Mutual Indemnity:** The Owners and the Transferees shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and all parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be, consequent upon a default by the latter or others.
- 13.4 **Maintenance:** The Developer and the Owners shall mutually frame a scheme for the management and administration of the New Building. The Owners hereby agree to abide by all the rules and regulations to be framed by a representative body of the Owners and Transferees

(Association), which shall be in charge of such management of the affairs of the New Building.

13.5 **Maintenance Charge:** For a period of 3(three) months from the Possession Date to the owners of the owners allocation and to the transferees of the Developers Allocation or till such time the Association is formed, whichever is earlier, the Developer shall manage and maintain the Common Portions of the New Building, upon the Owners and the Transferees paying and bearing proportionate share forthwith on demand, to the Developer, the costs and service charge for such management and maintenance (Maintenance Charge). It is clarified that the Maintenance Charge shall include water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

13.6 **Failure To Pay Maintenance Charge:** If the Owners or any of the Transferees fail to pay their proportionate share of Maintenance Charge or any amount payable in respect of the Rates, within 15 (fifteen) days of demand in this behalf, the defaulter shall be liable to pay interest on the amount outstanding @ 18 % (eighteen percent) per annum from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be made available to the defaulter.

14. **Common Restrictions:**

14.1 **Applicable to Both:** The Owners' Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Building, which shall include the following:

14.1.1 **No Illegal Activity:** No occupant of the New Building shall use or permit to be used their Units or any portion thereof for any commercial purpose or for carrying on any obnoxious, illegal and immoral trade or activity or for any purpose which may

cause any nuisance or hazard to the other occupants of the New Building.

- 14.1.2 **No Demolition.** No occupant of the New Building shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of the Association. However, internal modification within the Unit without creating any affect to the structure of the New Building or the Common Portions can be made by the respective occupants Subject To the compliance of all existing Rules including the Building Rules of the concerned authority. No occupant of the New Building shall alter the outer elevation of any Unit or Common Portions without written permission of the Association first.
- 14.1.3 **No Transfer Without Compliance:** Neither the Owners nor the Developer and nor the Transferees shall transfer or permit transfer of their respective Units or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned Unit.
- 14.1.4 **Interior Maintenance:** The Owners and the Transferees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units in good working conditions and repair and in particular so as not to cause any damage to the New Building or any other space or accommodations therein and shall keep the other occupants of the New Building if demitted from and against the consequences of any breach.
- 14.1.5 **No Obstruction Of Common Portions:** Neither the Owners nor the Transferees shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of

common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building. Be it specifically mentioned herein that neither the owners nor the Transferees shall be allowed to park four wheeler or two wheelers or bi-cycles within the common areas and parking places unless owns a proper parking space as per sanctioned plan.

14.1.6 **Cleanliness:** Neither the Owners nor the Transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Building or in the compound, corridors or any other portion or portions of the new Building.

14.2 **Right Of Entry:** Upon prior notice for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the Owners and the Developer and the Transferees shall permit each other, with or without workmen, at all reasonable time, to enter into and upon the Owners' Allocation and the Developer's Allocation and every part thereof.

15. **Owners' Obligation.**

15.1 **No Obstruction In Dealing With Developer's Allocation:** Subject to delivery of the Owners' Allocation to the Owners, the Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from selling and/or disposing of any part or portion of the Developer's Allocation.

15.2 **No Obstruction In Construction:** The Owners hereby covenant not to cause any interference or hindrance in the rightful and lawful construction of the New Building, subject to satisfactory execution of the sanctioned plan, quality materials and quality workmanship.

- 15.3 **No Dealing With Premises:** From the date of delivery of the Premises to the Developer and till the Owners receiving the Owners' Allocation, the Owners hereby covenant not to create, grant, lease, mortgage and/or charge the Premises or any portions thereof without the consent in writing of the Developer.
- 15.4 **Making Out Marketable Title:** The Owners hereby covenant to make out a marketable title to the Premises to the satisfaction of the Developer, by answering requisitions and supplying papers.
16. **Developer's Obligations:**
- 16.1 **Time Of Completion:** The Developer hereby agrees and covenants with the Owners to complete the construction of the New Buildings within 42 (forty two) months from the date of sanction of the outline plan as specified in forgoing clause 10.2 of this Agreement or delivery of possession of the Premises to the Developer by the Owners, whichever is later. If due to Force Majeure or any other reasonable ground, the Developer fails to complete the construction of the proposed building and deliver the units under the Owners' Allocation then the Developer shall be allowed a further period of time of 6 months for the completion of the construction of the said building and the delivery of possession of the units under the Owners' Allocation to the owners but if the Developer cannot complete the construction of the said building and deliver the possession of the units under the Owners' Allocation to the Owners in the aforesaid enhanced period of time then the Developer shall be liable to pay a sum of Rs. 5000/- per month to the each Owners herein for such delay to be done by the Developer in completion of the construction of the said building and delivery of possession of the units under Owners' Allocation to the Owners. Time of completion shall be the essence of the contract.
- 16.2 **No Assignment:** The Developer hereby agrees and covenants with the Owners not to transfer and re-assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owners.

- 16.3 **No Violation Of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.
- 16.4 **No Obstruction In Dealing With Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owners' Allocation is delivered to the Owners. Provided However this will not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation only without creating any kind of liability on the Owners.
- 16.5 **No Possession To Third Party:** The Developer hereby agrees and covenants with the Owners not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owners' Allocation is delivered to the Owners. Provided However this will not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation without creating any kind of liability on the Owners.
17. **Owners' Indemnity:**
- 17.1 **Title:** Subject To whatever mentioned in this Agreement, the Owners shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owners hereby indemnify and agree to keep indemnified the Developer and the Transferees in this regard. It is specifically mentioned herein if due to any latent or patent defects in the title of the Owners in the said Premises the Developer or any of the Transferees have to suffer any loss then the Owners herein shall be bound to make good the same without any delay or default.
- 17.2 **Developer's Allocation:** The Owners do hereby undertake that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the Owners subject to the Owners' Allocation is delivered to the Owners and to this effect the Owners hereby indemnify and agree to keep indemnified the Developer.

18. **Developer's Indemnity.**

18.1 **Third Party Claims:** The Developer hereby undertakes to keep the Owners indemnified against all third party claims, including all claims and demands to be raised by local clubs and other associations, actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction of the New Building and/or for any defect therein or development of the Premises.

18.2 **Powers And Authorities:** The Developer hereby undertakes to keep the Owners indemnified and harmless from and against any claims, actions, suits, costs and proceedings arising out of any sort of steps taken by the Developer on behalf of the Owners on the strength of powers and authorities given to the Developer by the Owners.

19. **Miscellaneous:**

19.1 **No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner, nor shall the Parties constitute an association of persons.

19.2 **Additional Authority.** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds matters and things not herein specified may reasonably be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may reasonably be required to be signed or made by the Owners relating to which specific provisions may not have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be reasonably required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer. Provided However That all such acts,

deeds matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement;

- 19.3 **Further Acts:** The Parties shall do all further acts, deeds and things as may be reasonably necessary to give complete and meaningful effect to this Agreement.
- 19.4 **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 19.5 **Name Of New Buildings:** The name of the building shall be determined by the Developer and the same shall not be changed on any later date by any of the parties or their assigns.
- 19.6 **No Demise Or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Premises of any part thereof to the Developer by the Owners or as creating any right, title or interest therein in favour of the Developer except to develop the Premises in terms of this Agreement. The Developer shall not be entitled to mortgage or hypothecate the land and building of the said Premises for the purpose of borrowing money but any of the intending purchaser or purchasers of the units under Developer's Allocation shall be entitled to apply for loan from any bank or any financial institution for the purchase of any unit under Developer's Allocation and for this purpose the said intending purchaser or purchasers can borrow money from any bank or banks by creating mortgage of the said unit and it is being expressly agreed and understood that in no event either the Owners or any of their estate shall

be responsible and *for* be made liable for payment of any dues to such Bank of Banks and for that purpose the owners shall always be indemnified against all actions, suits, proceedings, costs, charges and expenses.

19.7 **Wealth Tax:** As and when payable the Transferees and the Owners shall each be liable to pay and bear proportionate charges on account of wealth tax and other taxes payable in respect of their respective Units.

20. **Force Majeure:**

20.1 **Meaning Of Force majeure** shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike of reasonable period of time (**Force Majeure**).

20.2 **No Liability:** The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure. The justified duration is to be agreed upon by the Developer in consultation with the Owners.

21. **Amendment/Modification:**

21.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.

22. **Governing Laws:**

22.1 **By Parties:** The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central Municipal Body etc, as a result of non-compliance by either Party, will be borne by the defaulting Party.

23. **Notice:**

23.1 **Mode Of Service:** Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given effective if delivered to the person personally, at the time of delivery or if sent by registered or certified mail, with postage and registration or certification fees thereon prepaid, on the 5th business day following delivery of such notice to the postal service, or if by express courier, on the 3rd business day following delivery of such notice to such notice express courier, addressed as follows unless any change in address is communicated in writing by the either parties to the other;

24. **For Owners:**

(i) **SRI SAMIR KUMAR MITRA,**

29, Pheol Bagan Road,

Police Station - Patuli

Kolkata - 700 086.

SRI SUBIR KUMAR MITRA,

31, Pheol Bagan Road,

Police Station - Patuli,

Kolkata - 700 086,

SMT. BHOVA GHOSH,

32, Vivekananda Road,

Police Station - Uttarpara,

Post Office - Nahagram,

District - Hooghly,

Pincode - 712246,

SMT. MANJUSRI MITRA alias MANJUSHREE MITRA,

SMT. AYANTIKA MITRA JHA,

31, Pheol Bagan Road,

Police Station - Patuli,

Kolkata - 700 086.

SMT. ANINDITA BASU,
 92B, Baghajatin Place, Flat No.203,
 Police Station - Patuli,
 Kolkata – 700 086.

SMT. CHHANDA MITRA,
 31, Phool Bagan Road,
 Police Station - Patuli,
 Kolkata – 700 086.

Developer:
PRIYADARSHI
 C/5, Baghajatin,
 Police Station – Jadampur
 Kolkata – 700 090

25. Jurisdiction:

25.1 The Hon'ble High Court at Calcutta and its subordinate Courts only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings in connection with the aforesaid arbitration proceedings.

26. Rules Of Interpretation:

26.1 **Headings:** Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.

26.2 **Definitions:** In this Agreement, the words put in brackets and in bold prints define the word, phrase and expression immediately preceding.

27. Stamp Duty And Other Charges Payable On this Agreement:

27.1 **Stamp Duty and Other Charges:** In the event of registration of this Agreement for any reason whatsoever, the parties hereto shall be liable to pay equally the entire stamp duty, registration fees and other incidental charges.

1st Schedule

Part-I

(Premises)

ALL THAT the piece and parcel of land measuring 4 Cotahs 14 Chitaks 12 Square feet, be the same or a little more or less together with building thereon, measuring 600 Sqft, be the same or a little more or less with cemented flooring, lying and situate at C.S. Dag No. 299 corresponding to R.S. Dag No. 287 and also known and called as 299/287, under C.S. Khatian No. 278 corresponding to R.S. Khatian No. 243, Manza Bademashar, Touzi Nos. 246, 1516-1518, Pargana - Khaspur, R.S. No. 17, J.L. No. 31, Police Station - Jadavpur, District Sub-Registration office - Alipore, District - South 24 Parganas, Police Station - Jadavpur, Kolkata - 700 036 and within the limits of the Municipal Ward No.101 of the Kolkata Municipal Corporation, being Municipal Premises No. 182, Parba Phool Bagan and Phool Bagan Road, having Assessee No 511011601824 and bettered and bounded as follows :-

ON THE NORTH :- By the property of Rama Chakrabarty.

ON THE SOUTH :- By land under C.S. Plot No. 299/287

ON THE EAST :- By 20 feet wide KMC Road known as Phool Bagan Road.

ON THE WEST :- By Land under C.S. Plot No. 299/287 and 299/287

Part -II

(Devolution of Title)

1. One Sudhir Kumar Mitra, since deceased, the predecessor in title of the Owners herein, was the sole and absolute owners of **ALL THAT** the piece and parcel of land measuring 4 Cotahs 14 Chitaks 12 Square feet, be the same or a little more or less lying and situate at C.S. Dag No.299 corresponding to R.S. Dag No. 287 and also known and called as 299/287, under C.S. Khatian No. 278 corresponding to R.S. Khatian No. 243, Manza - Bademashar, Touzi Nos. 246, 1516-1518, Pargana - Khaspur, R.S. No. 17, J.L. No. 31, Police Station - (then) previously Jadavpur, then before South 24 Parganas District Sub Registration office - Alipore, District - South 24 Parganas, Kolkata - 700 036 and now

within the limits of the Municipal Ward No.131 of the Kolkata Municipal Corporation.

2. One Smt. Gita Rani Mitra, wife aforesaid Sudhir Kumar Mitra, since deceased, the predecessor in title of the Owners herein, was the sole and absolute owners of **ALL THAT** the piece and parcel of land measuring 16 Cottahs 15 Chitaks, be the same or a little more or less lying and situate at C.S. Dag No.299 corresponding to R.S. Dag No. 287 and also known and called as 299/287, under C.S. Khata No. 278 corresponding to R.S. Khaton No. 243, Mouza – Badmashar, Touzi Nos. 246, 1516-1518, Pargana – Khaspur, R.S. No. 17, J.L. No. 31, Police Station – Patuli previously Lalaybar, then before Sugar & Sugarcane District Sub-Registration office – Alibora, District – South 24 Parganas, Kolkata - 700 086 and now within the limits of the Municipal Ward No.131 of the Kolkata Municipal Corporation.
3. Said Sudhir Kumar Mitra, died on 22.3.1993, leaving Smt. Gita Rani Mitra, his wife, Sanil Kumar Mitra, since deceased, Sanir Kumar Mitra, Subir Kumar Mitra, three sons, Smt. Bijoya Ghosh, only daughter, Marjusef Mitra Alias Manjusree Mitra, daughter in law (wife of his predeceased son Sanil Kumar Mitra) Ayantika Mitra Jha and Anindita Bora, grand daughters (daughters of his predeceased son Sanil Kumar Mitra) as his legal heirs and heiresses.
4. Subsequently Smt. Gita Rani Mitra, died on 13.01.2002, leaving Sanil Kumar Mitra, since deceased, Sanil Kumar Mitra, Subir Kumar Mitra, three sons Smt. Bijoya Ghosh, only daughter, Marjusef Mitra Alias Manjusree Mitra, daughter in law (wife of his predeceased son Sanil Kumar Mitra) Ayantika Mitra Jha and Anindita Bora, grand daughters (daughters of his predeceased son Sanil Kumar Mitra) as his legal heirs and heiresses.
5. In the above referred circumstances, due to intestate death of said Late Sudhir Kumar Mitra and Late Gita Rani Mitra the aforesaid their legal heirs and heiresses of them became the co-owners of the aforesaid two properties of said Late Sudhir Kumar Mitra and Late Gita Rani Mitra.

6. Late said Sunil Kumar Mitra died on 09.07.2002, leaving Smt. Chhanda Mitra, his wife as his legal heir.
7. Later the aforesaid legal heirs of said Late Gita Rani Mitra, sold conveyed and transferred a distinguishingly demarcated portion of land measuring 2 Cottas from the land of Late Gita Rani Mitra and accordingly the area of the land reduced to 16 Cottas 15 Chitaks.
8. Later the owners herein being the common co-owners of the aforesaid two plots of said late Sudhir Kumar Mitra and late Gita Rani Mitra upon due application before the Kolkata Municipal Corporation have duly amalgamated the said two plots of land into a single plot of land, having land area of 19 Cottas 13 Chitaks 12 Square feet, be the same or a little more or less and duly mutated their names in the records of the Kolkata Municipal Corporation which after due assessment has been known and numbered as Municipal Premises No. 182, Pacho Phool Bagan and Phool Bagan Road, having Assessee No. N/1011601824 and constructed one building thereon, measuring 660 Sqft, be the same or a little more or less with cemented flooring.

2nd Schedule

(Common Portions)

- 1) Areas:
 - a) Entrance and exits to the Premises and the New Building.
 - b) Boundary walls and main gate and rear auxiliary gate of the Premises, if any.
 - c) Common roads/passages within the said Premises, if any.
 - d) Staircase, stair head room and lobbies on all the floors of the Building.
 - e) Vertical shaft, if any.
 - f) Lifts, lift landings, lift wells, lifts machine rooms, etc.
 - g) Entrance lobby, electrical utility room, water pump room, underground water reservoirs at water tanks at the roof.
 - h) Common installations on the roof.
 - i) Common lavatory/laboratories at ground level.

- J) Open spaces around the building
- ii) **Water, Plumbing and Drainage:**
- Drainage and sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use)
 - Water supply system.
 - Water pump, Underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any unit or exclusively for its use)
- iii) **Electrical Installation:**
- Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit) and/or exclusively for its use
 - Lighting of the Common Portions.
 - Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply
- iv) **Others:** Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the Co-Owner.

3rd Schedule
(Specifications)

SPECIFICATION FOR THE PROPOSED CONSTRUCTION

<u>Nature of Structure</u> :-	Building with R.C.C. Foundation according to soil test load data R.C.C. Structure and R.C.C. roof all in confirmation with the specification on the existing and applicable NMC Building Rules.
<u>Brick Work</u> :-	External wall 230 mm thick 1 st class brick work with cement mortar (1:6)
<u>Partition Wall</u> :-	75 mm/125 mm thick 1 st class brick with cement mortar (1:4/1:6)

<u>Plaster :-</u>	Wall plaster outside surface 18 mm thick (1:6) Cement – sand mortar, ceiling plaster 9 mm thick (1:4) cement-sand mortar, proper chipping will be made before wall and ceiling plaster. All internal walls of the flat will be finished with proper plaster of Paris.
<u>Sand :-</u>	Graded coarse sand for concrete work and medium course sand for plastering work to be used.
<u>Reinforcement Steel :-</u>	High yield EML steel will be used.
<u>Stone Chips :-</u>	20 mm/12 mm down graded crushed sharp edged will be used.
<u>Floor :-</u>	Floor of the entire flat will be marble/vitrified tiles. Floor of the other external area i.e. staircase and landing will be finished with marble & Kota stone. Car parking space and other service area on the ground floor will be IPS. Toiletts will be made of anti skid floor tiles.
<u>Door :-</u>	All doors within the flat will be flush door with adequate locking system. The main door will be polished wooden door with proper locking system and peep outside. All doors will come with door stopper, buffer, bolt from inside and handle.
<u>Windows :-</u>	Windows will be made of powder coated aluminium frame with glass and it will be sliding in design.
<u>Grill :-</u>	All windows will be covered with box type grill. The main grill gate will be 9'-0" X 6'-0" in size. All grill gates will be made of mild steel fabrication.
<u>Drainage :-</u>	Necessary water drainage connection as per the rules framed by the KMC with supreme PVC soil pipe and rain water pipes of at least 4" dia under and sewer line by S.W. pipe and this is subject to further discussion between the parties herein for better work.
<u>Electrical Wiring :-</u>	Concealed by P.V.C. pipe, fire/lex, bavelis, Anchor, Mescab all are ISI marked and anyone is to be used.
<u>Switches and Plug :-</u>	Modular switches and plugs of ISI marked make.
<u>Earthing :-</u>	Proper earthing with copper wire.

<u>Points :-</u>	All power points, Light point, fan point, as per requirement of the Owner or owners flats only.
<u>D.B :-</u>	Control by MCB's for power points and supply and light load separately.
<u>C.E.S.C. Meter :-</u>	Arrangement for C.E.S.C. supply are 1 No. common meter shall be made.
<u>Kitchen finish :-</u>	The following will be provided – The cooking table is made as per requirement of the Owner finished with granite tabletop. Ceramic tiles fix entire cooking table and sink 6'-5" height. 1 No. 20"-16" stainless sink and provision for 1 No kitchen vent. Water taps above and below the sink and aqua guard hot and cold water line with C.P. sink mixer on sink.
<u>Toilet and W.C. Finish :-</u>	The following will be provided :- Porcelain E.W.C. with cistern (colour) at 4'-0" height. Water jet arrangement near E.W.C. 1 No. porcelain wash basin (colour). Porcelain items are "Parry Ware" or Hind Ware. 2 Nos. water tap points with C.P. fitting hot and cold water line arrangement on breathing place with C.P. wall mixer, wash basin, mixer, all inside water line canceled with TATA medium G.I. pipe, exterior water supply pipe shall be made P.V.C. water inlet and out let line at suitable place for washing machine. Ceramic tiles on the walls 7'-0" height provision for 9" dia exhaust fan.
<u>Painting :-</u>	The building shall be painted externally with Acrylic Based Paint. Walls and ceiling of common areas will be painted with cement based paint.
<u>Lift :-</u>	One No. 5 passenger capacity lift will be provided. Lift Room and landing should be made as per KMC rules.
<u>Exhaust Fan :-</u>	Provision will be made in toilet and kitchen.

29. Execution And Delivery:

29.1 In witness whereof the Parties have executed this Agreement on the date mentioned above.

Samir Kumar Mitra
(SAMIR KUMAR MITRA)

Subir Kumar Mitra
(SUBIR KUMAR MITRA)

(BIJOYA GHOSH)

Manjusree Mitra
(MANJUSRI MITRA alias MANJUSHREE MITRA)

Ayantika Mitra Jha
(AYANTIKA MITRA JHA)

Anindita Basu
(ANINDITA BASU)

Chhanda Mitra
(CHHANDA MITRA),
[OWNERS]

MD DANISH
Acharya Kumar Datta
PARTNER
[DEVELOPER]

Witnesses:

1. *Tapan Kar*
Advocate
20/11/20

2. *William Ray*
8-32 Green Park
Kolkata - 700024

Drafted by me:
Tapan Kar
TAPAN KAR, Advocate
91A, Bose Path, Road,
Kasba, Kolkata - 700042
S:154/154 of 1993



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left hand					
right hand					

Name
 Signature *Savitri Kumar Mishra*



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left hand					
right hand					

Name
 Signature *Savitri Kumar Mishra*



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right hand					

Name
 Signature *Bijaya Choudhary*



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left hand					
right hand					

Name
 Signature *Manjushree Mishra*



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left hand					
right hand					

Name

Signature *Ashwini K. Patil*



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left hand					
right hand					

Name

Signature *Ashwini K. Patil*



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right hand					

Name

Signature *Ashwini K. Patil*



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right hand					

Name *ASHOKE KUNAR DATIA*

Signature *Ashoke Kumar Patil*



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left hand					
right hand					

Name SURJIT DAS

Signature *Surjit Das*

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Name

Signature

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Signature

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Name

Signature








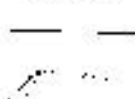
Government of West Bengal

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









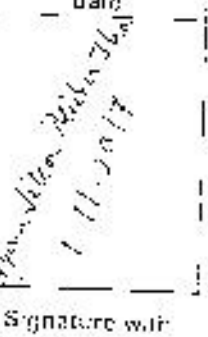



OFFICE OF THE A.D.S.R. ALIPORE, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16050001484741:2017






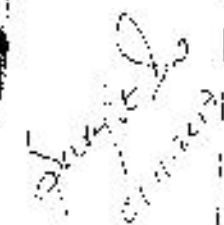
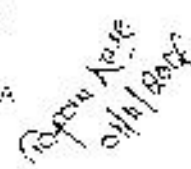
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Sri SAMIR KUMAR MITRA 29, Phoo Bagan Road, Kolkata P.O - Garia P.S. - Patuli, District -South 24- Parganas, West Bengal, India, PIN - 700008	Land Lord			<i>Samir Kumar Mitra</i> 11/11/17
2	Sri SUBIR KUMAR MITRA 31, Phoo Bagan Road, Kolkata, P.O. - Garia P.S. - Patuli, District -South 24- Parganas, West Bengal, India, PIN - 700086	Land Lord			<i>Subir Kumar Mitra</i> 01-11-2017
3	Sri BUDYA GHOSH 32, Vivekananda Road, P.O.-Nasratin, P.S.- Alwaraha, District - Hooghly, West Bengal, India, PIN - 712046	Land Lord			<i>Budya Ghosh</i> 01-11-2017

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	Smt MANJUSRI MITRA Alias Smt MANJUSHREE MITRA 31, Pool Bagan Road, Kolkata, P.O.- Gara, P.S- Patuli, District - South 24-Parganas, West Bengal, India PIN - 700086	Land Lord			
5	Smt ANINDITA BASU 92B Bagrapati Place, Flat No 203, Kolkata, P.O. Gara P.S - Patuli, District -South 24- Parganas, West Bengal, Pin. P.N - 700086	Land Lord			
5	Smt AYANTIKA MITRA JHA 31, Pool Bagan Road Kolkata, P.O.- Gara P.S- Patuli District South 24- Parganas, West Bengal India PIN 700086	Land Lord			
7	Smt CHHANDA MITRA 31, Pool Bagan Road, Kolkata P.O. Gara, P.S- Patuli, District - South 24-Parganas, West Bengal, India PIN - 700086	Land Lord			

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

Sl. No.	Name of the Executant : Category	Photo	Finger Print	Signature with date
3	Sri ASHOK KUMAR DUTTA A/c/s S/r ASHOK KUMAR DATTA 200, Vidyasagar Kolkata, P.O- Naktala P.S - Falta, District- South 24- Parganas, West Bengal India PIN - 700067			
4	Sri SURAJIT DAS O/S Baghbatia, Kolkata, P.O- Nogen Estate, P.S- Jaduapara, District South 24 Parganas West Bengal, India, P.N - 700062			
Sl. No.	Name and Address of Identifier	Identifier of	Signature with date	
1	Mr. Jagan Kar Son of Mr. Kalyandranath Kar 61A, Bose Pukur Road, Kolkata, P.O- Kaseo, P.S- Kason District- South 24-Parganas, West Bengal, India, P.N- 700042	Sri SAMIR KUMAR MITRA, Sri SUBIR KUMAR MITRA, Smt EUCYA GHOSI, Smt MANJUSRI MITRA, Sri ANINDITA BASU, Smt AYANTIKA MITRA JHA, Smt SHANDI MITRA, Sri ASHOK KUMAR DUTTA, Sri SURAJIT DAS		

Amilova Chanda;
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 ALIPUR
 South 24-Parganas West
 Bengal

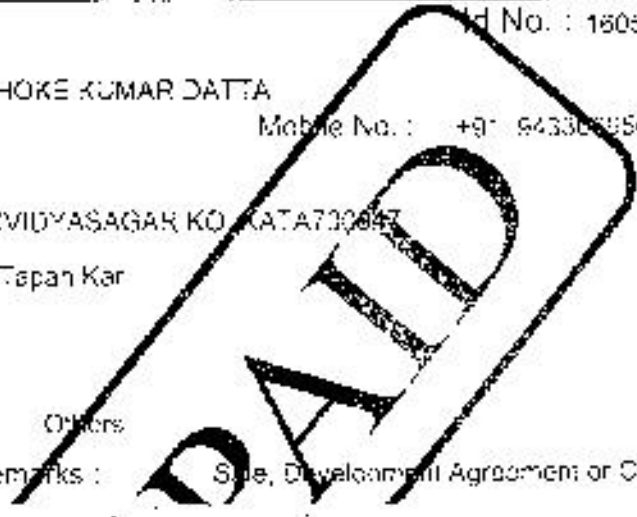
Govt. of West Bengal
 Directorate of Registration & Stamp Revenue
 e-Challan

GRN: 19-201718-010023956-1 Payment Mode: Online Payment
 GRN Date: 31/06/2017 20:36:13 Bank: State Bank of India
 BRN: 1K00iRYG24 BRN Date: 31/06/2017 20:40:08

DEPOSITOR'S DETAILS

Ch No. : 18050001484741/1/2017
Stamp No. Chq. 1234

Name : ASHOK KUMAR DATTA
 Contact No. : Mobile No. : +91 9433079566
 E-mail :
 Address : 230VIDYASAGAR KO. KATA700047
 Applicant Name : Mr Tapan Kar
 Office Name :
 Office Address :
 Status of Depositor : Others
 Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement



PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	18050001484741/1/2017	Property Registration- Stamp duty	6032-01-100-000-02	39920
2	18050001484741/1/2017	Property Registration- Registration Fees	6032-01-100-001-01	1

Total 39941

In Words Rupees Three Nine Thousand Nine Hundred Forty One only

Major Information of the Deed

Deed No :	I-1605-06673/2017	Date of Registration	02/11/2017
Query No / Year	1605-0001484741/2017	Office where deed is registered	
Query Date	31/10/2017 2:00:17 PM	A.D.S.R. AL PORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Tapan Kar 91A, Bose Pukur Road, Kolkata.Thana : Kasba District : South 24-Parganas, WEST BENGAL, PIN - 700042, Mobile No. : 9831904109. Status :Advocate		
Transaction	Additional Transaction		
[0110] Safe, Development Agreement or Construction agreement	4305; Other than Immovable Property, Declaration: [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 4/-	Rs. 2,11,08,552/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article 48(g))	Rs. 21/- (Article: E, E)		
Remarks	Received Rs. 50/- (FIFTY ONLY) from the applicant for issuing the assessment slip (Urban area)		

Land Details :

District: South 24-Parganas, F.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Phool Bagan Road, Premises No. 182, Ward No. 10

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land ROR	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	19 Katha 13 Chatak 12 Sq Ft	2/-	2,11,08,552/-	Width of Approach Road: 20 Ft.
Grand Total :							
				32.7131Dec	2/-	211,08,552/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	600 Sq Ft	2/-	4,50,000/-	Structure Type: Structure

Gr. Floor. Area of floor : 600 Sq Ft., Residential Use. Cemented Floor. Age of Structure: 5 Years. Roof Type: Pucca. Extent of Completion: Complete

	Total :	500 sq ft	2/-	4,50,000/-	
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Land Lord Details :

Sl No	Name,Address,Photo.Finger print and Signature
1	Shri SAMIR KUMAR MITRA Son of Late Sudhir Kumar Mitra 29, Phool Bagan Road, Kolkata, P.O.- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700086 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN No.: ADPPM44598, Status: Individual, Executed by: Self, Date of Execution: 01/11/2017, Admitted by: Self, Date of Admission: 01/11/2017, Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/11/2017, Admitted by: Self, Date of Admission: 01/11/2017, Place : Pvt. Residence
2	Shri SUBIR KUMAR MITRA Son of Late Sudhir Kumar Mitra 31, Phool Bagan Road, Kolkata, P.O.- Garia, P.S:- Patuli, District:-South 24-Parganas, West Bengal, India, PIN - 700086 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN No.: AERPM6719F, Status: Individual, Executed by: Self, Date of Execution: 01/11/2017, Admitted by: Self, Date of Admission: 01/11/2017, Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/11/2017, Admitted by: Self, Date of Admission: 01/11/2017, Place : Pvt. Residence

Smt BIJOYA GHOSH

Wife of Shri Basudeb Chandra Ghosh 32, Vivekananda Road., P.O.- Nabagram, P.S.-Uttarpara, District - Hooghly, West Bengal, India. P.N - 712246. Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: AVEPG3534C, Status: Individual, Executed by: Self, Date of Execution: 01/11/2017
 , Admitted by: Self, Date of Admission: 01/11/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/11/2017
 , Admitted by: Self, Date of Admission: 01/11/2017 ,Place : Pvt. Residence

4 Smt MANJUSRI MITRA, (Alias: Smt MANJUSHREE MITRA)

Wife of Late Sushri Kumar Mitra 31, Phool Bagan Road, Kolkata, P.O.- Garia, P.S.- Patuli, District-South 24 Parganas, West Bengal, India. P.N - 700086. Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN No.: ABBPM2429J, Status: Individual, Executed by: Self, Date of Execution: 01/11/2017
 , Admitted by: Self, Date of Admission: 01/11/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/11/2017
 , Admitted by: Self, Date of Admission: 01/11/2017 ,Place : Pvt. Residence

5 Smt ANINDITA BASU

Wife of Smti Sohan Kumar Basu 82B, Baghaatin Place, Flat No 205, Kolkata, P.O.- Garia, P.S.- Patuli, District-South 24-Parganas, West Bengal, India. P.N - 700086. Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: AMNPB1628C, Status: Individual, Executed by: Self, Date of Execution: 01/11/2017
 , Admitted by: Self, Date of Admission: 01/11/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/11/2017
 , Admitted by: Self, Date of Admission: 01/11/2017 ,Place : Pvt. Residence

6 Smt AYANTIKA MITRA JHA

Wife of Shri. Satya Prakash Jha 31, Phool Bagan Road, Kolkata, P.O.- Garia, P.S.- Patuli, District-South 24-Parganas, West Bengal, India. P.N - 700086. Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: CRDPM9299R, Status: Individual, Executed by: Self, Date of Execution: 01/11/2017
 , Admitted by: Self, Date of Admission: 01/11/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/11/2017
 , Admitted by: Self, Date of Admission: 01/11/2017 ,Place : Pvt. Residence

7 Smt CHHANDA MITRA

Wife of Late Sunil Kumar Mitra 31, Phool Bagan Road, Kolkata, P.O.- Garia, P.S.- Patuli, District-South 24-Parganas, West Bengal, India. P.N - 700086. Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No.: BCVPM7218L, Status: Individual, Executed by: Self, Date of Execution: 01/11/2017
 , Admitted by: Self, Date of Admission: 01/11/2017 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 01/11/2017
 , Admitted by: Self, Date of Admission: 01/11/2017 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
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1 PRIYADARSHI

C/5,Baghaatin, Kolkata, P.O.- Regent Estate, P.S.- Jadavpur, District-South 24-Parganas, West Bengal, India. P.N - 700092 , PAN No.: AAGFP5169C, Status: Organization, Executed by: Representative
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Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
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1 Shri ASHOK KUMAR DUTTA, (Alias Name: Shri ASHOKE KUMAR DATTA) (Presentant)

Son of Late Lakshmi Noreyan Dutta 2/30, Vidyasagar, Kolkata, P.O.- Naktala, P.S.- Patuli, District: South 24-Parganas, West Bengal, India, P.N - 700047, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.: AFXPD4891A Status: Representative, Representative of: PRIYADARSHI (as Partner)
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2 Shri SURAJIT DAS

Son of Shri Sarnil Lal Das C/5, Baghaatin, Kolkata, P.O.- Regent Estate, P.S.- Jadavpur, District-South 24-Parganas, West Bengal, India. P.N - 700092, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.: AFYPD5000N Status: Representative, Representative of: PRIYADARSHI (as Partner)
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Officer Details :

Name & address

Mr Tapan Kar
 Son of Mr. Rabindranath Kar
 91A Bose Pukur Road, Kolkata. P.O.- Kasba, P.S.- Kasba. District:-South 24 Parganas, West Bengal, India. PIN - 700042, Sex: Male, By Cast: Hindu, Occupation: Advocate, Citizen of India. , Identifier Of Shri SAMIR KUMAR MITRA, Shri SUBIR KUMAR MITRA, Smt B JOYA GHOSH, Shri MANJUSRI MITRA, Smt ANINDITA BASU, Smt AYANTIKA MITRA, Smt CHHANDA MITRA, Shri ASHOK KUMAR DUTTA, Shri SURAJIT DAS

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri SAMIR KUMAR MITRA	PRIYADARSHI-6.54362 Dec
2	Shri SUBIR KUMAR MITRA	PRIYADARSHI-6.54362 Dec
3	Smt BJOYA GHOSH	PRIYADARSHI-6.54362 Dec
4	Smt MANJUSRI MITRA	PRIYADARSHI-2.17903 Dec
5	Smt ANINDITA BASU	PRIYADARSHI-2.17903 Dec
6	Smt AYANTIKA MITRA JHA	PRIYADARSHI-2.19557 Dec
7	Smt CHHANDA MITRA	PRIYADARSHI-6.54362 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri SAMIR KUMAR MITRA	PRIYADARSHI-120.00000000 Sq Ft
2	Shri SUBIR KUMAR MITRA	PRIYADARSHI-120.00000000 Sq Ft
3	Smt BJOYA GHOSH	PRIYADARSHI-120.00000000 Sq Ft
4	Smt MANJUSRI MITRA	PRIYADARSHI-39.96000000 Sq Ft
5	Smt ANINDITA BASU	PRIYADARSHI-39.96000000 Sq Ft
6	Smt AYANTIKA MITRA JHA	PRIYADARSHI-40.08000000 Sq Ft
7	Smt CHHANDA MITRA	PRIYADARSHI-120.00000000 Sq Ft

Endorsement For Deed Number : :- 160506673 / 2017

On 01-11-2017

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

Presented for registration at 11.35 hrs on 01-11-2017, at the Private residence by Shri ASHOK KUMAR DUTTA Also Shri ASHOKE KUMAR DATTA.

1. Market Value(WB PUVI rules of 2001)

2. The market value of this property which is the subject matter of the deed has been assessed at Rs

21/-

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

Execution is admitted on 01/11/2017 by 1. Shri SAMIR KUMAR MITRA, Son of Late Suchir Kumar Mitra, 29, Phool Bagan Road, Kolkata, P.O: Garia, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Retired Person, 2. Shri SUSIR KUMAR MITRA, Son of Late Suchir Kumar Mitra, 31, Phool Bagan Road, Kolkata, P.O: Garia, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Retired Person, 3. Smt L'JOYA GHOSH, Wife of Shri Basudeo Chandra Ghosh, 52 Vivekananda Road,, P.O: Nabagram, Thana: Uttarpara, Hooghly, WEST BENGAL, India, PIN - 712246, by caste Hindu, by Profession House wife, 4. Smt MANJUSRI MITRA, Alias Smt MANJUSHREE MITRA, Wife of Late Suchir Kumar Mitra, 31, Phool Bagan Road, Kolkata, P.O: Garia, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Retired Person, 5. Smt ANINDITA BASU, Wife of Shri Sohan Kumar Basu, 92B, Baghajatin Place, Flat No.203, Kolkata, P.O: Garia, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession House wife, 6. Smt LAYANTI KANYA MITRA Jha, Wife of Shri Satya Prakash Jha, 31, Phool Bagan Road, Kolkata, P.O: Garia, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession House wife, 7. Smt CHANDRA MITRA, Wife of Late Suresh Kumar Mitra, 31, Phool Bagan Road, Kolkata, P.O: Garia, Thana: Patuli, South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession House wife

Identified by Mr Tapan Kar, Son of Mr Rabindranath Kar, 91A, Bose Pukur Road, Kolkata, P.O: Kasba, Thana: Kasba, South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by profession Advocate

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

Execution is admitted on 01-11-2017 by Shri ASHOK KUMAR DUTTA, Sri ASHOK KUMAR DUTTA Partner, PRIYADARSHI (Partnership Firm) C/5, Baghajatin, Kolkata, P.O. Regent Estate, P.S.- Jadavpur, District-South 24-Parganas, West Bengal, India, PIN - 700052

Identified by Mr Tapan Kar, Son of Mr Rabindranath Kar, 91A, Bose Pukur Road, Kolkata, P.O: Kasba, Thana: Kasba, South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by profession Advocate

Execution is admitted on 01-11-2017 by Shri SURAJIT DAS, Partner, PRIYADARSHI (Partnership Firm) C/5, Baghajatin, Kolkata, P.O.- Regent Estate, P.S.- Jadavpur, District-South 24-Parganas, West Bengal, India, PIN - 700052

Identified by Mr Tapan Kar, Son of Mr Rabindranath Kar, 91A, Bose Pukur Road, Kolkata, P.O: Kasba, Thana: Kasba, South 24-Parganas, WEST BENGAL, India, PIN - 700042, by caste Hindu, by profession Advocate

Amitava Chanda

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

On 02-11-2017

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

Admissibility under rule 21 of West Bengal Registration Rules, 1962 duly stamped under schedule 1A, Article number - 40 (g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (₹ = Rs 21/-) and Registration Fee is paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB - Online on 31/10/2017 - 6:40PM with Govt. Ref. No: 182017100100209581 on 31-10-2017, Amount: Rs 21/- Bank: State Bank of India (SB N0000001), Ref. No. IK00IRYS74 on 31-10-2017, Head of Account: 0050-03-101 00110

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs. 100/- by online = Rs. 39,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 3395, Amount: Rs.100/-, Date of Purchase: 22/02/2017, Vendor name: S Das
Description of Online Payment Using Government Receipt Portal System (GRIPS) Finance Department, Govt. of West
Bengal on 31/12/2017 8:43PM with Govt. Ref. No: 192017183100208531 or 31-12-2017, Amount: Rs. 39,920/-, Bank
State: Bank of India (SBIN0000001), Ref. No: K00.RYS74 on 31-12-2017, 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**

no. 9396 Date 20/9/17
 Sold to SA. Das, Kanchipuram
 of 91st cross junction rd
 Rupees 1.50 + 42


 Samir Das
 Stamp Vendor
 Airport For road side
 South 24 Pp., Kanchi

Handwritten note



$\frac{1000}{76.19}$

Handwritten note



$\frac{1000}{65.50}$

Handwritten signature



Signature 
 01 NOV 2017
 ADDL DIST. SUB-REGISTRAR
 ALIPORE, SOUTH 24 PGS.



Handwritten signature
 Samir Kumar Das



no-75
6624

Prakash Kumar Mishra



no-75
6624

- Jagdish Chandra Mishra



no-75
6624

Manjushree Mishra



no-75
6624

Subhash Chandra Mishra



no-75
6624

- Anand Kumar Mishra



no-75
6624

Chhanda Mishra



(Handwritten signature)

Signature
01 NOV 2017
ADPL. DIST. SUB-REGISTRAR ALIPORE, SOUTH 24 PGS.

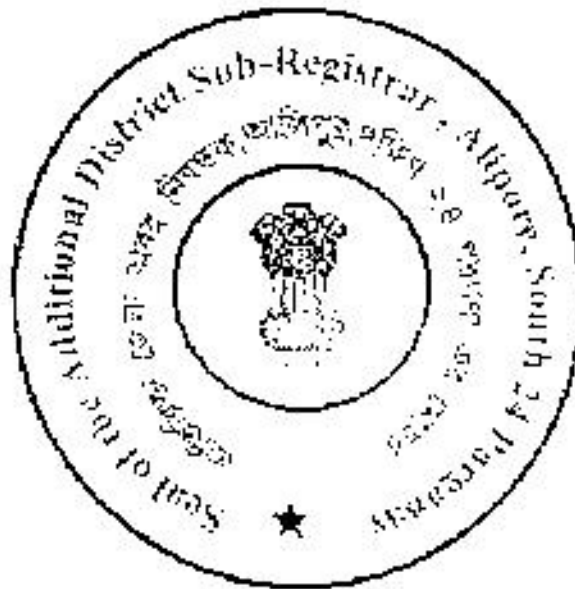
Gopaul Kari, Admnistrato
etc / Kabinat naka Kabin
a. N. G. & P. K. (a. N. G.)
Kabin Kari G.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2017, Page from 181521 to 181564

being No 160506673 for the year 2017.



Digitally signed by AM.TAVA CHANDA
Date: 2017.11.06 10:49:01 +05'30
Reason: Digital Signing of Deed

(Amitava Chanda) 06/11/2017 10:48:40
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)