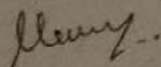


14.10.2015 being No. 190108499 for the year 2015, said Shri Ashim Kumar Mukherjee, Shri Ashis Kumar Mukherjee and Shri Alope Kumar Mukherjee now all have become the absolute Joint Owners and are exercising all their joint right of ownership and possession over the said property being **ALL THAT** piece and parcel of plot of land measuring more or less 1 Cottahs 10 Chittacks 33 Sq.ft Danga Land comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja - Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit) and now demarcated and known as KMC Premises No. 159C, Sarsuna Main Road, Kolkata - 700 061, being Assessee No. 411261803086 and are paying the municipal taxes regularly and enjoying the same free from all encumbrances.

AND WHEREAS by virtue of another registered Deed of Gift dated 24.09.2015, said Shri Ashim Kumar Mukherjee as Donor therein gifted, assured, conveyed and transferred ALL THAT piece and parcel of plot of land measuring more or less undivided 1 chittack more or less land together with 30 sft pucca structure therein out of total land measuring 1 cottah 10 Chittacks and 30 sq.ft more or less together with pucca structure therein lying and situated at and being premises No.159B, Sarsuna Main Road, P.S.- Thakurpukur, Kolkata-700061 comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja - Dakshin Behala, Pargana- Balia, P.S-Behala (formerly) later Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), within the municipal limits of Ward No. 126 of the Kolkata Municipal Corporation (S. S. Unit), Assessee No. 411261803373 to and unto the use of his two brothers - Shri Alope Kumar Mukherjee and Shri Ashis Kumar Mukherjee and handed over physically vacant possession of the same forever free from all encumbrances whatsoever. The said deed of Gift was duly registered in the office of the Additional Registrar of Assurances - I, Kolkata and recorded in Book No. I, C.D. Volume No.1901-2015, from Page No.117502 to 117522, Being No. 190107769 for the year 2015. Due to some unintentional

Ashim Kumar Mukherjee
Ashis Kumar Mukherjee
of

of AHIMA REALTORS (P) LTD


MANAGING DIRECTOR

minor typographic mistakes later found in the aforesaid Deed of Gift dated 24.09.2015, a Deed of Declaration dated 14.10.2015 was also executed and registered at the office of the Additional Registrar of Assurances- I, Kolkata and recorded in Book No-I, C.D. Volume No.1901-2015, from Page No.142310 to 142324, Being No. 190108500 for the year 2015.

AND WHEREAS thus by virtue of the aforesaid Deed of Gift dated 24.09.2015 being No.190107769 for the year 2015 and subsequent Deed of Declaration dated 14.10.2015 being No. 190108500 for the year 2015, said Shri Ashim Kumar Mukherjee, Shri Ashis Kumar Mukherjee and Shri Alope Kumar Mukherjee now all have become the absolute Joint Owners and are exercising all their joint right of ownership and possession over the said property being **ALL THAT** piece and parcel of plot of land measuring more or less 1 Cottahs 10 Chittacks 30 Sq.ft Danga Land comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja - Dakshin Behala, Pargana- Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit) and now demarcated and known as KMC Premises No. 159B, Sarsuna Main Road, Kolkata - 700 061, being Assessee No. 411261803773 and were paying the municipal taxes regularly and enjoying the same free from all encumbrances.

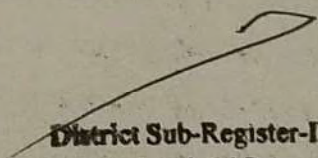
AND WHEREAS while seized and possessed of the aforesaid three demarcated separate plots of land as absolute Joint owners, they approached the Kolkata Municipal Corporation authority to amalgamate the three separate adjoining plots of land into a single plot of land for better enjoyment of the aforesaid plots of land and the said three plots of land were subsequently amalgamated into a single plot being **ALL THAT** piece and parcel of a single plot of land measuring 7 cottahs 6 chittaks 5 Sq.fts more or less together with structures thereon being Premises No. 159B, Sarsuna Main Road, P.S.- Thakurpukur, Kolkata- 700061, comprised in Dag Nos.354 of Touzi Nos. 351 J.L. No.16, R. S. No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja - Dakshin Behala, Pargana-

of AHIMA REALTORS (P) LTD

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MANAGING DIRECTOR

Balia, P.S.
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District Sub-Register-II
Alipore, South 24 Parganas

6 JAN 2020

Balia, P.S- Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under Ward No 126 of Borough 14 of the Kolkata Municipal Corporation (South Suburban Unit) being Assessee No. 411261803773, which is more fully and particularly mentioned and described in the First Schedule hereunder written.

AND WHEREAS while seized and possessed of the aforesaid property, the party of the First Part herein on 16th day of May, 2016, entered into an agreement for development of their property with the party of the Other Part herein, by way of constructing residential building for mutual benefits. And for effectually managing the affairs of their property as well as for development of the same, the Owners or the party of the One Part herein provided a General Power of Attorney to the Developer or the party of the Other Part herein, appointing, nominating and constituting the Managing Director of the developer company, as their attorney on behalf of the Owners/party of the One Part, to do and cause to be done all such acts, deeds, things and matters necessary to be done for the development of their SCHEDULE -'A' property of the Owners herein for mutual benefits. The said General Power of Attorney was duly registered on the same date at the office of the Additional Registrar of Assurances - III and recorded in Book No-IV, C D. Vol. No - 1903-2016 from Page No-65576 to 65599 as Being No - 190302673 for the year 2016.

AND WHEREAS the Developer herein, thereafter for the requirement of obtaining the Building Plan sanctioned from the Kolkata Municipal Corporation, at their own cost and expenses cleared all overdue ground rent in respect of the land and mutated the respective names of the owners herein in respect of their undivided share in the aforesaid land vide M/C No. 4274/17/1570/TMB/2017/16.08.17, M/C No. 4275/17/1569/TMB/2017/16.08.17 and M/C No. 4273/17/1568/TMB/2017/16.08.17 and for the sake of conversion of classification of the land from Danga to Bastu, paid all conversion fees on behalf of the owners herein and got the land converted on behalf of the owners herein vide Conversion Certificate Memo No. 1/4041/S/T.M. Behala/2017 dated 04.12.2017 vide Case No. 3572 dated 18.10.2017, Memo No. 1/4040/S/T.M.

For AHIMA REALTORS (P) LTD

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MANAGING DIRECTOR

Ashim Kumar Mukherjee
Ashim Kumar Mukherjee

Behala/2017 dated 04.12.2017 vide Case No. 3573 dated 18.10.2017 and Memo No. 1/4039/S/T.M. Behala/2017 dated 04.12.2017 vide Case No. 3574 dated 18.10.2017.

AND WHEREAS the Developer herein, thereafter for the requirement of obtaining the Building Plan sanctioned from the Kolkata Municipal Corporation, as constituted attorney on behalf of the landowners herein, by way of a registered Deed of Gift dated 29.03.2018 gifted strip of land measuring more or less 01 (One) Cottah 02 (Two) Chittacks and 36.136 (Thirty Six point One Three Six) Sq. ft to the Kolkata Municipal Corporation for widening of passage on the north and metal roads on the west and South abutting the site as per KMC Building rules forever free from all encumbrances whatsoever. The said Deed of Gift dated 29.03.2018 was duly registered on the same date at the office of the District Sub - Registrar - II, South 24 Parganas and recorded in Book No-I, C D. Vol. No -1602-2018 from Page No-127373 to 127379 as Being No - 160203703 for the year 2018.

AND WHEREAS the Developer herein, thereafter for the requirement of obtaining the Building Plan sanctioned from the Kolkata Municipal Corporation, as constituted attorney on behalf of the landowners herein, by way of a registered Deed of Gift dated 29.03.2018 gifted splayed corner of land measuring more or less 30.5 (Thirty point Five) Sq. ft from the North Western corner and also another splayed corner of land measuring more or less 30.77 (Thirty point Seventy Seven) Sq. ft from the South Western corner to the Kolkata Municipal Corporation for widening of corners of the metal roads on the North, West and South abutting the site as per KMC Building rules forever free from all encumbrances whatsoever. The said Deed of Gift dated 29.03.2018 was duly registered on the same date at the office of the District Sub - Registrar -II, South 24 Parganas and recorded in Book No-I, C D. Vol. No -1602-2018 from Page No-127396 to 127412 as Being No - 160203705 for the year 2018.

AND WHEREAS the Developer herein thereafter obtained a Building Plan duly sanctioned by the Kolkata Municipal Corporation, at their own cost and effort in favour of the Owners herein, for the construction of a G+IV storied building at the said premises, being Sanctioned Building Plan No. 2018160362 dated 06.02.2019

For AHIMA REALTORS (P) LTD

[Signature]
MANAGING DIRECTOR

Ashim Kumar Mukherjee
Ashim Kumar Mukherjee

and the construction of the said new building upon the Schedule - A property herein in accordance with the said sanctioned building plan is under progress.

AND WHEREAS the Developer herein declares that the project does fall within the purview of the West Bengal Housing Industry Regulation Act, 2017.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties as follows:-

1.1 **PREMISES:** shall mean the premises with land as stated in the **First Schedule** of this agreement.

1.2 **BUILDING:** shall mean the proposed G = IV storied residential building inclusive of residential Flats and Car Parking Spaces undergoing the process of construction as per the Sanctioned Building Plan No. 2018160362 dated 06.02.2019, duly approved by the Kolkata Municipal Corporation which is regarded as part and parcel of the said project, within the said premises and shall also mean the any additional floors and/or storey on and over the Top Floor inclusive of residential flats to be constructed as per the Planner's drawings/documents, duly approved by the Kolkata Municipal Corporation via its sanction Plan or amendment or modification of Plan in order to construct the said additional floors over the Top Floor in the proposed G = IV storied residential Building comprised with residential flats and Parking Spaces which is regarded as part and parcel of the said project, within the said premises and the said building is to be constructed by the manner and way with all specifications as stated in the **Schedule** of this Indenture.

1.3 **OWNERS:** shall mean [1] **SHRI ASIM KUMAR MUKHERJEE @ ASHIM KUMAR MUKHERJEE [PAN - AEUPM4836L]**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Retired, residing at 159B, Sarsuna Main Road (Mailing Address - 66/5, Sarsuna Main Road) P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061; [2] **SHRI ASHIS KUMAR MUKHERJEE [PAN - ADEPM5330N]**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Retired, residing at 159B, Sarsuna Main

For AHIMA REALTORS (P) LTD

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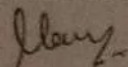
MANAGING DIRECTOR

Ashim Kumar Mukherjee
Ashis Kumar Mukherjee

Road (Mailing Address - 66/5, Sarsuna Main Road) P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061 and [3] **SHRI ALOKE KUMAR MUKHERJEE** [PAN - CWMPM4323G], son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Business, residing at 159B, Sarsuna Main Road (Mailing Address - 66/5, Sarsuna Main Road) P.S.- Sarsuna, P.O- Sarsuna, Kolkata- 700061 and shall include their respective heirs, executors, administrators, representatives, transferees, assignees and nominees.

- 1.4 **DEVELOPER:** shall mean **M/s. AHIMA REALTORS PRIVATE LIMITED** [PAN- AAFCA9597C], a limited company incorporated under the Companies Act, 1956, having its present registered office at 43A, Jyotish Roy Road, P. S. - Behala, Kolkata - 700 053 formerly at 268/1, S.N. Roy Road, P.S.-Behala, Kolkata-700 038, represented by its managing director - **SHRI UJJAL AUDDY** [PAN-ADAPA9306N], son of Late Ahindra Kumar Auddy, by faith - Hindu, both by occupation - Business, residing at 268/1, S.N. Roy Road, P.S.-Behala, P.O- New Alipore, Kolkata-700 038 and shall include its other directors, officers, managers, executors, successors/ successors-in-office, administrators, transferees, nominees, and/or assigns.
- 1.5 **COMMON FACILITIES:** shall include stair lobby, lifts, lift lobby, stairways, landings, underground and overhead water reservoir, pump room, meter room and other spaces and facilities, whatsoever required for the establishment, location, enjoyment, provision, maintenance and/or management of the building/buildings and/or common facilities or any of them thereon as the case may be as stated in details in the **Third Schedule** of this Indenture.
- 1.6 **OWNER'S ALLOCATION:** shall mean the absolute right of the OWNERS in regard to their respective share and amount of land as agreed upon to be developed by virtue of this agreement and in that regard the allocation of the OWNERS shall not exceed 40% (Forty Percent) of the total built up area, which shall include:- (1) One self contained Flat measuring approximately 900 sft Covered area (approximately 1125 sft Super Built Up area) comprising of 3 (three) Bed Rooms, One Kitchen, One Living cum Dining

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MANAGING DIRECTOR

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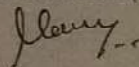
Room, One Toilet, One W.c and a Balcony on the South side of the Third Floor, (2) One Flat measuring approximately 500 sft Covered area (approximately 625 sft Super Built Up area) comprising of 2 (two) Bed Rooms, One Kitchen cum Dining Space, One Toilet, One W.C on North Eastern side of the Third Floor; (3) One self contained Flat measuring approximately 900 sft Covered area (approximately 1125 sft Super Built Up area) comprising of 3 (three) Bed Rooms, One Kitchen, One Living cum Dining Room, One Toilet, One W.C and a Balcony on the South side of the First Floor, (4) One Flat measuring approximately 500 sft Covered area (approximately 625 sft Super Built Up area) comprising of 2 (two) Bed Rooms, One Kitchen cum Dining Space, One Toilet, One W.C on North Eastern side of the First Floor; (5) One Flat measuring approximately 500 sft Covered area (approximately 625 sft Super Built Up area) comprising of 2 (two) Bed Rooms, One Kitchen cum Dining Space, One Toilet, One W.C on North Eastern side of the Second Floor; and (6) Three Nos of car parking space measuring approximately 120 sft each under the building together with undivided proportionate impartible share of land with all common facilities and amenities in the proposed multi storied building to be built on the Schedule-A property of the Owners.

Apart from these above the landowners had already received from the Developer herein a non refundable sum of Rs.4, 00,000/- (Rupees Four Lakhs) only which they duly acknowledged receipt previously".

Apart from the above the Developer herein shall be responsible to pay all the monthly rents for alternate accommodations locally situated to the respective landowners during the entire construction period until the owners are jointly handed over the aforesaid allocations within stipulated time hereinafter mentioned.

Increase or decrease in the measurements of the aforesaid flats allocable to the owners herein during final measurement at the time of handover shall be dealt suitably in monetary terms by and between the landowners and the Developer herein.

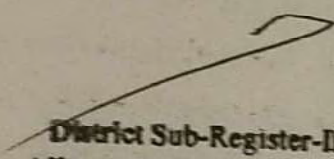
For AHIMA REALTORS (P) LTD



MANAGING DIRECTOR

Ashim Kumar Mukherjee
Ashim Kumar Mukherjee




District Sub-Register-II
Alipore, South 24 Parganas

6 JAN 2020

1.7 DEVELOPER'S ALLOCATION:

1.7.1 Shall mean the absolute right of the DEVELOPER in regard to Rest of the Total constructed portion remaining of the proposed G+IV storied residential building in relation to the construction according to the sanctioned plan of the Kolkata Municipal Corporation with all right and privileges to modify the sanctioned building plan in respect of the developer's allocation of flats and spaces as per the guidelines of the KMC building rules as laid down from time to time in order to construct G+IV storied residential building comprised with Residential Flats and Parking Spaces as per their respective share over the entire **First Schedule** mentioned property including Car Parking Space and residential flats in rest of the floors **EXCEPT** the portion defined in the OWNER'S ALLOCATION i.e., the DEVELOPER will have exclusive right to enjoy as per its entitlement and will have all right, title and interest by virtue of this Agreement to hold and also to Sell the entire allocation of its as defined hereinabove.

1.7.2 If the DEVELOPER obtains any further permission by way of Kolkata Municipal Corporation's Sanctioned Plan, then the DEVELOPER may raise construction over the roof of the said G + IV storied residential building and the OWNERS shall get their share of additional floor provided they reimburse to the Developer all cost of additional planning and all additional cost for the additional construction and shall not object to the said constructions except their allocation of the proposed building/buildings but the ultimate roof shall remain as common space but not restricted for Developer to build additional floor by taking authentic sanction of the same and the OWNERS will be entitled and eligible to directly sell the their Parking Spaces or will be entitled and eligible to directly do any documentation or will be entitled and eligible to execute any document and agreement for Sale and the OWNERS will be entitled and eligible to take the Monetary Consideration in lieu of their share of allocation alone from any person and/or the intending purchaser(s) and/or the Financial Institution

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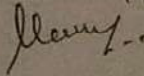
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MANAGING DIRECTOR

Ashis Kumar Mukherjee
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and/or Bank by themselves and for themselves and the present OWNERS admit and agree and declare not to raise any objection whatsoever in this regard in future.

- 1.8 **PLANNER:** shall mean any person or persons firm or firms appointed or nominated by the DEVELOPER as the Planner of the building at their own cost and sole responsibility.
- 1.9 **BUILDING PLAN:** shall mean the Sanctioned Building Plan No. 2018160362 dated 06.02.2019 sanctioned by the Kolkata Municipal Corporation and also the other plan/plans for modification of construction of the building, duly approved by the OWNERS and submitted by at the costs of the DEVELOPER to the Kolkata Municipal Corporation in order to construct proposed G + IV storied residential Building comprised with Residential Flats and Parking Spaces and shall include any amendments thereto or modifications thereof made or caused by the DEVELOPER which is duly sanctioned by the Kolkata Municipal Corporation.
- 1.10 **CONSTRUCTED SPACE:** shall mean the space in the Building available for independent use and the occupation including the space demarcated for common facilities.
- 1.11 **SALEABLE SPACE:** means, except OWNER'S ALLOCATION the space in the Building which will be available for independent use and occupation after making due provision for common facilities and the spaces required therefore.
- 1.12 **CARPET AREA:** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 1.13 **COVERED AREA:** shall mean the Plinth area of the said Residential Flat/Parking Space including the Bathrooms and Balconies and also thickness of the walls and pillars which includes proportionate share of the Plinth area of the common portions PROVIDED THAT if any wall be

For AHIMA REALTORS (P) LTD


MANAGING DIRECTOR

Ashim Kumar Bhattacharya
Ashim Kumar Mukherjee

common between Two Residential Unit / Flats / Parking Space then one - half of the area under such wall shall be included in each Residential Unit / Flat.

1.14 UNDIVIDED SHARE: shall mean the undivided proportionate share in the land attributable to the each Flat and Residential Unit / Parking Space comprised in the said Holding and the common portions held by and /or here in agreed to be sold to the respective Purchaser and also wherever the context permits.

1.15 CO - OWNER: shall according to its context mean and include all persons who acquire or agree to acquire Residential Unit / Flat / Parking space in the Building, including the Developer for the Residential Unit/ Flats / Parking Spaces not alienated or agreed to be alienated.

1.16 FLAT/UNIT: shall mean the Residential Unit/flat and / or other space or spaces intended to be built and or constructed and / or the covered area capable of being occupied.

It shall also mean that according to the context, mean all Purchaser/s and/or intending Purchaser/s of different Residential Units/Flats in the Building and shall also include the Developer herein and the owner herein in respect of such Residential Units/Flats which are retained and/or not alienated and/or not agreed to be alienated for the time being.

1.17 COMMON EXPENSES: shall include all expenses to be incurred by the Co - owner for the maintenance, management and upkeep of the building in the said Holding for common purposes and also the charges to installation of Electricity.

1.18 COMMON PURPOSES: shall mean the purpose of managing and maintaining the building of the said Holding and in particular the common portions, collection and disbursement of common expenses for common portion and dealing with the matter of common interest of the Co - Owner relating to their mutual rights and obligations for the most beneficial use and enjoyment of their respective units exclusively and the common

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MANAGING DIRECTOR

Ashish Kumar Mukherjee
Ashish Kumar Mukherjee

perorations in common.

1.19 SUPER BUILT-UP AREA: Shall mean in context to a Unit/Flat as the area of a Unit/Flat computed by adding an agreed fixed percentage of 25% (Twenty Five Percent) over the built-up and/or the covered area of the Unit/Flat i.e. Residential Unit and such will be used and utilized only for the registration purpose in order to pay the Stamp Duty and Registration Fees to the Government of West Bengal. Though it is not applicable in this project but be it mentioned here that during the continuation of this Agreement if any new Rules in respect of any Law relating to Development and Real Estate including the WBHIR Act, 2017 is formed by the Government and if such rule becomes effective by making the concept of "Super-Built Up Area" obsolete than in that case the Flats are to be sold either by way of measuring the Flat in terms of "Covered Area" and/or measuring the Flat in terms of "Carpet Area" whichever is applicable.

1.20 DEVELOPER'S ADVOCATE: Shall mean **Sri Ratan Pal, Advocate, High Court, Calcutta** who have prepared these presents and who shall prepare all legal documentations regarding the development, construction, building, promotion and erection and sale, transfer, grant, conveyance, demised, devise and provide of the premise, its parts and parcels and the Building/s and the Unit/s/Flat/s therein, including the Deed of Conveyance/s thereof.

1.21 TRANSFER: with its grammatical variations shall include a transfer by and/or of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi storied building/s to purchasers thereof although the same may not amount to a transfer in law.

1.22 TRANSFEREE/INTENDING PURCHASER: shall mean a person or persons to whom any space in the building/s has been transferred by the DEVELOPER including the rights of transfer to the fullest extent of the DEVELOPER'S ALLOCATION or any space in the building/s has been transferred by the OWNER including the rights of transfer to the extent of his own share as defined and described as the OWNER'S ALLOCATION.

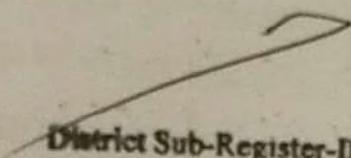
1.23 MASCULINE GENDER: shall include feminine gender and vice versa.

For AHIMA REALTORS (P) LTD

Henry
MANAGING DIRECTOR

Ashir Kuma Mukherjee
Ashir Kumar Mukherjee




District Sub-Register-II
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6 JAN 2020