



पश्चिम बंगाल WEST BENGAL

97AA, 239390

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this the 16th day of
.....May....., 2016 (Two Thousand and Sixteen)

BETWEEN

[1] **SHRI ASIM KUMAR MUKHERJEE @ ASHIM KUMAR MUKHERJEE**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Retired, residing at 159B, Sarsuna Main Road P.S.- Thakurpukur, P.O- Sarsuna, Kolkata- 700061; [2] **SHRI ASHIS KUMAR MUKHERJEE**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Retired, residing at 159B, Sarsuna Main Road P.S.- Thakurpukur, P.O- Sarsuna, Kolkata- 700061 and [3] **SHRI ALOKE KUMAR MUKHERJEE**, son of Late Anil Kumar Mukherjee, by faith- Hindu, by occupation- Business,

Ashim Kumar Mukherjee

02 MAR 2016

195000

No. Date: 02 MAR 2016

Sold to: RATAN TAL. Advocate

High Court, Calcutta

Address: 6, Old Post Office Street

Room No-35, Kolkata-1

ANJUSHREE BANERJEE

L.S. VENDOR (O.S.)

HIGH COURT, KOLKATA-700 001

02 MAR 2016

residing at 159B, Sarsuna Main Road P.S.- Thakurpukur, P.O- Sarsuna, Kolkata- 700061 hereinafter shall JOINTLY be called and referred to as the **"OWNERS"** (which expression unless excluded by or repugnant to the context shall include their respective legal heirs, executors, administrators, successors, legal representatives and assigns) of the **ONE PART**.

AND

M/s. AHIMA REALTORS PRIVATE LIMITED, a limited company incorporated under the Companies Act, 1956, having its registered office at 268/1, S.N. Roy Road, P.S.-Behala, Kolkata-700 038, represented by its managing director - **SHRI UJJAL AUDDY**, 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, hereinafter shall be called and referred to as the **'DEVELOPER/BUILDER'** (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include other directors, executors, successors/successors-in-office, administrators, legal representatives, nominees, and/or assigns) as the party of the **OTHER PART**.

WHEREAS by an indenture written in Bengali language dated 7th of May, 1949, Shri Jayat Sen Ghose and Shri Ranat Sen Ghose, both son of Late Debendra Chandra Ghose, of 25, Baranashi Ghose Street, Jorasako, Kolkata transferred and conveyed on Chirosthayi Kayemi Mouroshi Mokarrari Niskar Satwo Patta unto and to use of one Giribala Debi, wife of Shri Harendra Nath Mukhopadhyay of 18F, Sahanagar Road, P.S-Tollygunge, Kolkata, District 24 Parganas (South), together with all sale and transferrable right title and interest ALL THAT piece and parcel of Bastu land measuring more or less 10 Cottahs 12 Chittacks comprised in Dag Nos.354 of Touzi No. 351 J.L. No.16, R.S.No. 81 recorded in C.S. Khatian No. 206, Sub Khatian No. 211 situated at Mouja - Dakkhin Behala Gram, Pargana-Balia, P.S-Behala (formerly) later Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under South Suburban Municipality (formerly) later Kolkata Municipal Corporation (S. S. Unit). The said deed was registered on 10th day of May, 1949, in the office of the Joint Sub-Registrar of Alipore at Behala, Dist.24 Parganas, recorded in Book No.1, Vol. No.11 as Being No.527 for the year 1949.

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WHEREAS Giribala Debi Mukhopadhyay while seized and possessed of the aforesaid land and property, built a two storied residential building thereat and the said property was assessed as Holding No. 159/170, Sarsuna Main Road, Calcutta - 700 061 under Ward No. 24 of South Suburban Municipality.

AND WHEREAS said Smt Giribala Debi Mukhopadhyay died intestate leaving behind her surviving her legal heirs namely- (1) Shri Harendra Nath Mukhopadhyay (Husband) and (2) Shri Anil Kumar Mukhopadhyay (Only Son), as her inheritors in her place as per the Hindu Succession Act, 1956.

AND WHEREAS Harendra Nath Mukhopadhyay died intestate leaving behind him surviving his only legal heir - Shri Anil Kumar Mukhopadhyay (Only Son), as his inheritor in his place as per the Hindu Succession Act, 1956.

AND WHEREAS Shri Anil Kumar Mukhopadhyay thereafter duly mutated his name in the records of South Suburban Municipality and the aforesaid land along with a structure thereon together with common passage thereon was recorded as 159/170, Sarsuna Main Road, Calcutta - 700 061 and was paying the municipal taxes regularly and enjoying the same free from all encumbrances.

WHEREAS by way of a Deed of Gift written in Bengali language dated 19th day of July, 1989, Shri Anil Kumar Mukhopadhyay gifted, transferred and conveyed unto and to use of his younger Son- Shri Ashis Kumar Mukherjee, ALL THAT piece and parcel of vacant Bastu land measuring more or less 1 Cottahs 10 Chittacks 33 Sq.ft out of the total 10 Cottah 12 Chittack Bastu 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 - Dakkhin Behala Gram, Pargana- Balia, P.S-Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under South Suburban Municipality (formerly) later Kolkata Municipal Corporation (S. S. Unit). The said deed was registered on 19th day of July, 1989, in the office of the Additional District Sub-Registrar of Behala, Dist.24 Parganas (South), recorded as Being No.2683 for the year 1989. Further rectified on the 9th of February 1990 and the same was reregistered on 9th day of February, 1990, in the office of the Additional District Sub-Registrar of Behala, Dist.24 Parganas (South), recorded as Being No.505 for the year 1990.

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WHEREAS by way of another Deed of Gift written in Bengali language dated 26th day of July, 1989, Shri Anil Kumar Mukhopadhyay gifted, transferred and conveyed unto and to use of his eldest Son- Shri Ashim Kumar Mukherjee, ALL THAT piece and parcel of vacant Bastu land measuring more or less 1 Cottahs 10 Chittacks 30 Sq.ft out of the total 9 Cottah 1 Chittack 12 Sq.ft Bastu Land (after gift to Shri Ashis Kumar Mukherjee) 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 - Dakhkhin Behala Gram, Pargana- Balia, P.S-Behala (formerly) later Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under South Suburban Municipality (formerly) later Kolkata Municipal Corporation (S. S. Unit). The said deed was registered on 26th day of July, 1989, in the office of the District Registrar at Alipore, Dist.24 Parganas (South), recorded as Being No.10252 for the year 1989.

WHEREAS by way of a registered Deed of Sale written in Bengali language, Shri Anil Kumar Mukhopadhyay sold, transferred and conveyed unto and to use of one Shri Mohini Das, ALL THAT piece and parcel of vacant Bastu land measuring more or less 1 Cottahs 8 Chittacks 13 Sq.ft out of the total 7 Cottahs 6 Chittacks 27 Sq.ft Bastu Land (after gift to Shri Ashis Kumar Mukherjee and Shri Ashim Kumar Mukherjee) 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 - Dakhkhin Behala Gram, Pargana- Balia, P.S-Behala (formerly) later Thakurpukur, Sub Registry Office at Alipore, District 24 Parganas (South), under South Suburban Municipality(formerly) later Kolkata Municipal Corporation (S.S.Unit). The total consideration amount received by Shri Anil Kumar Mukhopadhyay, out of the sold portion of land to Shri Mohini Das was gifted by Shri Anil Kumar Mukhopadhyay to his youngest Son - Shri Alope Kumar Mukherjee, as share of land to be gifted to his youngest son.

AND WHEREAS Shri Ashim Kumar Mukherjee duly mutated his name in the records of Kolkata Municipal Corporation in respect of more or less 1 Cottahs 10 Chittacks 30 Sq.ft Bastu 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 - Dakhkhin Behala Gram, 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

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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 is paying the municipal taxes regularly and enjoying the same free from all encumbrances and built a two storied residential building out of his own resources.

AND WHEREAS Shri Ashis Kumar Mukherjee duly mutated his name in the records of Kolkata Municipal Corporation in respect of more or less 1 Cottahs 10 Chittacks 33 Sq.ft Bastu 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 - Dakhkhin Behala Gram, 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 is paying the municipal taxes regularly and enjoying the same free from all encumbrances and built a two storied residential building out of his own resources.

AND WHEREAS said Anil Kumar Mukhopadhyay died intestate on 14.12.1993 leaving behind him surviving his legal heirs namely- (1) Shri Ashim Kumar Mukherjee (Son), (2) Shri Ashis Kumar Mukherjee (Son), (3) Shri Alope Kumar Mukherjee (Son), (4) Smt Krishna Banerjee (Mukherjee) (Married daughter), (5) Smt Maitrayee Banerjee (Mukherjee) (Married daughter) and (6) Smt Sulekha Mukherjee (Wife) as his inheritors in his place as per provisions of the Hindu Succession Act, 1956, who jointly inherited total 5 Cottahs 14 Chittacks 14 Sq.ft Bastu Land (after gift to Shri Ashish Kumar Mukherjee, Shri Ashim Kumar Mukherjee and sale to Shri Mohini Das) 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 - Dakhkhin Behala Gram, 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) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata - 700 061.

AND WHEREAS (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Shri Alope Kumar Mukherjee (4) Smt Krishna Banerjee (Mukherjee), (5) Smt Maitrayee Banerjee (Mukherjee) and (6) Smt Sulekha

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Mukherjee (Wife) thus became entitled to land along with a structure thereon more or less 5 Cottahs 14 Chittacks 14 Sq.ft Bastu 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 - Dakhkhin Behala Gram, 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) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata - 700 061, being Assessee No. 411261801442 and were jointly paying the municipal taxes regularly and enjoying the same free from all encumbrances but the mutation was pending.

WHEREAS by way of a registered Deed of Sale written in Bengali language, (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Shri Alope Kumar Mukherjee, (4) Smt Krishna Banerjee (Mukherjee) (5) Smt Maitrayee Banerjee (Mukherjee) and (6) Smt Sulekha Mukherjee (Wife) sold, transferred and conveyed unto and to use of one Shri Taposh Nag, ALL THAT piece and parcel of vacant Bastu land measuring more or less 1 Cottahs 13 Chittacks 27 Sq.ft out of the total 5 Cottahs 14 Chittacks 14 Sq.ft Bastu 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 - Dakhkhin Behala Gram, 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) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata - 700 061. The total consideration amount received by them, out of the sold portion of land to Shri Taposh Nag was gifted by (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Smt Krishna Banerjee (Mukherjee) and (4) Smt Maitrayee Banerjee (Mukherjee) to their youngest brother - Shri Alope Kumar Mukherjee, for his only daughter's marriage.

AND WHEREAS Smt Sulekha Mukherjee died intestate on 08.01.2006 leaving behind her surviving her legal heirs namely- (1) Shri Ashim Kumar Mukherjee (Son), (2) Shri Ashis Kumar Mukherjee (Son), (3) Shri Alope Kumar Mukherjee (Son), (4) Smt Krishna Banerjee (Mukherjee) (Married daughter) and (5) Smt Maitrayee Banerjee (Mukherjee) (Married daughter) as her inheritors in her place as per provisions of the Hindu Succession Act, 1956, who jointly inherited total 4 Cottahs 0 Chittacks 32 Sq.ft Bastu Land

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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 - Dakhkhin Behala Gram, 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) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata - 700 061.

AND WHEREAS (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Shri Alope Kumar Mukherjee (4) Smt Krishna Banerjee (Mukherjee) and (5) Smt Maitrayee Banerjee (Mukherjee) thus became entitled to land along with a structure thereon more or less 4 Cottahs 0 Chittacks 32 Sq.ft Bastu 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 - Dakhkhin Behala Gram, 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) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata - 700 061, being Assessee No. 411261801442 and were jointly paying the municipal taxes regularly and enjoying the same free from all encumbrances but the mutation was pending.

AND WHEREAS out of profound natural love and affection towards their brothers, Smt Krishna Banerjee (Mukherjee) and (4) Smt Maitrayee Banerjee (Mukherjee), who are well settled in their individual lives have gifted their respective 1/5th shares totaling joint undivided 2/5th share of 4 Cottahs 0 Chittacks 32 Sq.ft Bastu Land totaling undivided 1 Cottah 9 Chittack 39 sft along with 2/5th share of undivided 1000 sft totaling 400 sft of pucca structure 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 - Dakhkhin Behala Gram, 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) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata - 700 061, to and unto (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Shri Alope Kumar Mukherjee, and the said deed of gift has been registered the same date 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.117523 to 117549, Being No. 190107770 for

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the year 2015. Due to some unintentional minor typing 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.142275 to 142294, Being No. 190108498 for the year 2015.

AND WHEREAS thus by virtue of a Deed of Gift being No.190107770 for the year 2015 and subsequent Deed of Declaration being No. 190108498 for the year 2015, said (1) Shri Ashim Kumar Mukherjee, (2) Shri Ashis Kumar Mukherjee, (3) Shri Alope Kumar Mukherjee now all have become the absolute Joint Owners and are entitled to the aforesaid land and are exercising all their joint right of ownership and possession over the said property along with a structure thereon being **ALL THAT** piece and parcel of plot of land measuring more or less 4 Cottahs 0 Chittacks 32 Sq.ft Bastu 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 - Dakkhin Behala Gram, 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) demarcated and known as KMC Premises No. 159, Sarsuna Main Road, Kolkata - 700 061, being Assessee No. 411261801442. **AND WHEREAS** after mutation and separation the said premises is now known and demarcated as KMC Premises No. 159D, Sarsuna Main Road, Kolkata - 700 061, being Assessee No. 411261806038 are jointly paying the municipal taxes regularly and enjoying the same free from all encumbrances.

AND WHEREAS by virtue of a Deed of Gift, Shri Ashim Kumar Mukherjee as Donor gifted, transferred 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 in favour of Shri Alope Kumar Mukherjee and Shri Ashis Kumar Mukherjee, being premises No.159B, Sarsuna Main Road, P.S.- Thakurpukur, Kolkata-700061 and the said deed was registered in the office of the ARA-I, Kolkata, vide Book No.I, being Deed No.190107769 for the year 2015 and the Donees got delivery of possession thereon. Due to some unintentional minor typing 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

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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 being No.190107769 for the year 2015 and subsequent Deed of Declaration 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 Bastu 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 - Dakkhin Behala Gram, 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 are paying the municipal taxes regularly and enjoying the same free from all encumbrances.

AND WHEREAS by virtue of a Deed of Gift, Shri Ashis Kumar Mukherjee as Donor gifted, transferred undivided 1 chittack more or less land together with 30 sft pucca structure therein out of total land measuring 1 cottah 10 Chittacks and 33 sq.ft more or less together with pucca structure therein in favour of Shri Alope Kumar Mukherjee and Shri Ashim Kumar Mukherjee, being premises No.159B, Sarsuna Main Road, P.S.- Thakurpukur, Kolkata-700061 and the said deed was registered in the office of the ARA-I, Kolkata, vide Book No.I, being Deed No.190107768 for the year 2015 and the Donees got delivery of possession thereon. Due to some unintentional minor typing 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.142295 to 142309, Being No. 190108499 for the year 2015.

AND WHEREAS also thus by virtue of a Deed of Gift being No.190107768 for the year 2015 and subsequent Deed of Declaration 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

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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 Bastu 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 - Dakhkhin Behala Gram, 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 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, being Assessee No. 411261803773 under K.M.C. Ward No.126, Sub Registry office at Alipore, District 24 Parganas South which is more fully and particularly mentioned and described in the First Schedule hereunder written.

AND WHEREAS the Owners herein approached the Developer herein with the proposal to construct a multi storied building upon the said land in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation for residential purpose comprising of several self contained flats and car parking space for mutual profits, interest and benefits on or over the said property more fully and particularly mentioned and described in the First Schedule hereunder written on the terms and conditions which have been mutually discussed and settled by and between parties herein.

AND WHEREAS the Owners have specifically represented to the Developer that they are the absolute Owners of the undivided property more fully and particularly mentioned and described in the First Schedule hereunder written where such representation the Developer have bonafidely believed

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that the Owners are absolutely seized and possessed of well and sufficiently entitled to the said premises in its entirety as the Owners thereof and they have full right and absolute authority of alienation or transfer of the same or any portion thereof without any let, hindrance, claim, question or demand being raised by anybody in this behalf and have also declared and confirmed that they have not executed any sort of instrument like sale, lease, gift, mortgage, charge or Agreement for sale, Tenancy and Development Agreement with regard to the said property with anybody / bodies, person / persons, concern / concerns, company / companies and authority / authorities.

AND WHEREAS it has been agreed by and between the parties hereto that the Developer shall develop and/or cause to be developed the said property more fully described in the First Schedule herein below by demolishing old premises in the manner as has been agreed upon by and between the parties hereto and as hereinafter provided.

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

ARTICLE-I: DEFINITIONS

1.1 **OWNERS** shall mean Shri Ashim Kumar Mukherjee, Shri Ashis Kumar Mukherjee and Shri Alope Kumar Mukherjee and all are presently residing at 159B, Sarsuna Main Road, P.S.- Thakurpukur, Kolkata- 700061, (which expression unless excluded by or repugnant to the context shall include their respective legal heirs, executors, administrators, successors, legal representatives and assigns) hereinafter shall be referred to as the "**OWNERS**".

1.2 **DEVELOPER** shall mean **M/s. AHIMA REALTORS PRIVATE LIMITED**, a limited company incorporated under the Companies Act, 1956, having its registered office at 268/1, S.N. Roy Road, P.S.-Behala, Kolkata-700 038, represented by its managing director - **SHRI UJJAL AUDDY**, son of Late Ahindra Kumar Auddy, by faith - Hindu, both by occupation - Business, residing at 268/1, S.N. Roy Road, P.S.-Behala, Kolkata-700 038 (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include other directors, executors, successors/

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successors-in-office, administrators, legal representatives, nominees, and/or assigns) hereinafter shall be referred to as the **DEVELOPER**.

1.3 **PREMISES** shall mean **ALL THAT** piece and parcel of total land measuring 7 cottahs 6 chittaks 5 Sq.fts more or less and together with structure thereon being Premises No. 159B, Sarsuna Main Road, P.S.-Thakurpukur, Kolkata- 700061 under K.M.C. Ward No.126, Sub Registry office at Alipore, District 24 Parganas South.

1.4 **BUILDING** shall mean the building to be constructed at the land of the said premises in accordance with the plan to be sanctioned by the appropriate authority.

1.5 **COMMON FACILITIES AND AMENITIES** shall include corridors all ways, passages, stair ways, passage ways provided by the Developer, roof, overhead tank, water, water pump and motor and other facilities which may be actually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the building.

1.6 **SALEABLE SPACE** shall mean the space in the building, available for independent use and occupation after making due provision for common facilities and the space required.

1.7 **ARCHITECT/PLANNER** shall mean the person or persons who may be appointed by the Developer, for design and planning of the said building with the approval of the Owners.

1.8 **BUILDING PLAN** shall mean the building plan to be sanctioned by the appropriate authorities with such alterations or modifications as may be made by the Developer with the approval of the Owners from time to time.

1.9 **CONSIDERATION** shall mean flat as per K.M.C. sanctioned plan together with all common facilities of the building which shall mean the total cost of land and cost of construction, amenities and facilities as mentioned hereinabove and more particularly written in the Second schedule hereunder written.

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1.10 **TIME** shall mean 36 (thirty six) months from the date of Sanction Plan from the Kolkata Municipal Corporation.

1.11 **TRANSFER** shall mean with its grammatical variations inclusive Transfer of possession and Transfer of Title or by any other means adopted for affecting what is understood as Transfer of Space to the Transferees thereof.

1.12 **TRANSFeree** shall mean a person, firm, limited company, Association of persons to whom any saleable space in the building has been transferred under law.

1.13 **WORDS IMPORTING SINGULAR SHALL INCLUDE** plural and vice versa.

1.14 **WORDS** importing masculine shall include feminine and neuter gender, likewise, words importing feminine genders shall include masculine and neuter genders and similarly words importing masculine and feminine genders.

1.15 **POSSESSION OF THE LAND** The Owners shall deliver the khas possession of the said lands and premises within 30(thirty) days from the date of execution of this agreement.

1.16 **OWNER'S ALLOCATION** The Developer its own cost and expenses shall construct, finish, complete and make available to the Owners in tenable condition and according to the Building Plans, to (a) **Shri Ashim Kumar Mukherjee** :- (1) One 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 West side of the Second Floor and (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 the First Floor; and (3) One 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 amalgamated Schedule-A property of the Owners. (b) **Shri Ashish Kumar Mukherjee** :- (1) One Flat measuring approximately 900 sft Covered area

Ashish Kumar Mukherjee

Ashish Kumar Mukherjee

(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 West side of the First Floor and (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 the Second Floor; and (3) One 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 amalgamated Schedule-A property of the Owners. (c) **Shri Alope Kumar**

Mukherjee :- (1) One Flat measuring approximately 500 sft Covered area (625 sft Super Built Up area) comprising of 2 (two) Bed Rooms, One Kitchen cum Dining Space, One Toilet, One W.c on the ~~Third~~ ^{Second} Floor (2) One 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 amalgamated Schedule-A property of the Owners. The above Owner's allocation shall be provided to the Owners by the Developer free of cost free from all encumbrances in lieu of the value of land of the Owners. The Developer herein shall pay refundable/adjustable deposit of Rs. 4,00,000/- (Rupees Four Lakhs) only to the landowners herein on the date of Signing of these presents. That after the plan sanction, if the landowners decide to sell or forego any portion of their allocation as aforesaid then the Developer shall be given first priority to take over the said allocation of the Landowners for which the landowners shall retain the sum paid earlier by the Developer (i.e. Rs. 4,00,000/-). And the Developer shall further pay the balance amount of the total consideration payable to the Landowners as full and final settlement of areas under their allocation and areas foregone. Under the changed circumstances a supplementary agreement incorporating the terms of such sale shall be signed between the parties on receiving the entire balance amount of from the Developer herein and the Landowners shall sign, present and execute a registered general power of attorney in favour of the Developer herein for fullest enjoyment of areas foregone by the landowners to the Developer as agreed.

Ashin Kumar Mukherjee
Ashin Kumar Mukherjee

1.17 **SUPER BUILT UP AREA** shall mean available salable space of super built up area in the building to be allocated, erected, constructed and complete by the developer together with the proportionate right title, interest