

of land hereditaments and premises continuing by estimation an area of **416.597 Sq. Mtr.** equivalent to **6 (six) Cottahs 3 (three) Chittacks 28 (twenty eight) Sq.ft.** be the same a little together with an old dilapidated building measuring **3800 Sq. ft.** thereon including all easement rights and appurtenances thereto lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata - 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation, Borough VII, Ward No. 56 in the District of South 24 Parganas particularly mentioned and described in the Schedule - "A" hereunder written and hereinafter referred to as the "**ENTIRE PROPERTY**" free from all encumbrances, liens, lispendens, attachments, claims and demands in any manner whatsoever.

AND WHEREAS by virtue of a Deed of Gift dated 21.03.2014 duly registered in the office of the Additional District Sub-Registrar at Sealdah in Book No. 1, Being No. 00894 for the year 2014, the said Sri Samarendra Nath Mondal in consideration of natural love and affection transferred, conveyed, assigned and assured ALL THAT piece or parcel of a plot of land hereditaments and premises containing by estimation an area of **208.299 Sq. Mtr.** equivalent to **3 (three) Cottahs 1 (one) Chittackbe 36 (thirty six) Sq. ft.** be the same a little more or less together with old dilapidated building measuring **1900 Sq. ft.** thereon including all easements rights and appurtenances thereto being the undivided **50%** share of the said Entire Property lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata - 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 in the District of South 24 Parganas particularly mentioned and described in the Second Schedule **Part - I** thereunder written unto and in favour of his **wife** namely **Smt. Saraju Mondal** the Owner No. 1 herein and the said Sri Rahul Malhotra in consideration of natural love and respect transferred, conveyed, assigned and assured ALL THAT piece or parcel of a plot of land hereditaments and premises containing by estimation an area of **104.149 Sq. Mtr.** equivalent to **1 (One) Cottah 8 (Eight) Chittack be 41 (forty one) Sq. ft.** be the same a little more or less together with old

Subscribed by
Smt. Saraju Mondal

dilapidated building measuring **950 Sq. ft.** thereon including all easements rights and appurtenances thereto being the undivided **25%** share of the said Entire Property lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata - 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 in the District of South 24 Parganas particularly mentioned and described in the Second Schedule **Part - II** thereunder written unto and in favour of his mother namely **Smt. Kavita Malhotra** the Owner No. 2 herein and the said Sri Sushil Malhotra in consideration of natural love and affection transferred, conveyed, assigned and assured ALL THAT piece or parcel of a plot of land hereditaments and premises containing by estimation an area of **104.149 Sq. Mtr.** equivalent to **1 (One) Cottah 8 (Eight) Chittack 41 (forty one) Sq. ft.** be the same a little more or less together with old dilapidated building measuring **950 Sq. ft.** thereon including all easements rights and appurtenances thereto being the undivided **25%** share of the said Entire Property lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata - 700 015 under the Police Station of Entally within the limits of Kolkata Municipal Corporation in Ward No. 56 in the District of South 24 Parganas particularly mentioned and described in the Second Schedule **Part - III** thereunder written unto and in favour of his **wife** namely **Smt. Neera Malhotra** the Owner No. 3 herein freely, voluntarily, absolutely and forever free from all encumbrances whatsoever.

AND WHEREAS in the manner aforesaid the Owners herein thus became the absolute Owners to the extent of undivided respective share each and jointly seized and possessed of and /or otherwise well and sufficiently entitled to ALL THAT piece or parcel of the said land hereditaments and premises containing by estimation an area of **416.597 Sq. Mtr.** equivalent to **6 (six) Cottahs 3 (three) Chittacks 28 (twenty eight) Sq.ft.** be the same a little together with an old dilapidated building measuring **3800 Sq. Ft.** thereon including all easement rights and appurtances thereto lying situate at and being Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata - 700 015 under the Police Station of Entally within the limits of Kolkata

Municipal Corporation in Ward No. 56, Additional District Sub-Registry Office at Sealdah in the District of South 24 Parganas particularly mentioned described in the Schedule - "A" hereunder written and hereinafter referred to as the **SAID PROPERTY** free from all encumbrances, liens, lispens, attachments, claims and demands in many whatsoever.

AND WHEREAS the Owners herein approached **M/S PINNACLE PRIME PROJECTS**, a Partnership firm engaged in the business of Development of properties and after several discussions the Owners herein appointed **M/S PINNACLE PRIME PROJECTS** to act as Developer for development of the said Property at their own cost and to construct a new modern building on the said Property by demolishing and removing the old existing structure in accordance with sanctioned plan of the Kolkata Municipal Corporation to be procured for the said purpose and the Developer herein duly accepted the proposal of the said Owners on the terms and conditions as follows :-

NOW THIS AGREEMENT WITNESSES AND THE PARTIES HERETO HEREBY MUTUALLY AGREE AND DECLARE as follows:-

1. (a) That the Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Property.
(b) That the said Property is free from all encumbrances and the Owners have a clear marketable title in respect of the said Property to enter into this Development Agreement.
(c) That the said Property is free from all encumbrances, charges, liens, lispens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.
(d) That there is no excess vacant land at the said Property within the meaning of Urban Land (Ceiling and Regulation) Act. 1976.
2. The Owners do and each of them doth hereby appoint, authorise and entrust the Developer as their authorised representative and to undertake execute, construct and complete the work of construction of the proposed new building on their plot of land described in Schedule 'A' hereunder written as per sanctioned plan to be procured for the said purpose.

covered spaces and all other saleable areas and also implement this Agreement and freely deal with and to negotiate with the intending buyers and to sign deed of conveyance for sale and transfer of Developer's share of allocation in the new building to be constructed alongwith proportionate undivided share of land in terms of the Agreement for Development.

(v) And generally the Owners will co-operate with the Developer in all respects as and when the same may be required by the Developer for implementation of this Agreement.

5. **THE DUTIES AND RESPONSIBILITIES OF THE DEVELOPER WILL BE** as follows :-

(i) The Developer will appoint and engage competent Civil Engineer and Architect and get the plans prepared by them and submit the same and pursue the matters before the Kolkata Municipal Corporation and all other concerned authority for and on behalf of the Owners as their authorised representatives.

(ii) To employ, engage and appoint Masons, Collies, labours, carpenters, electricians, plumbers, sanitary engineers, artisans and all other skilled and unskilled men required in construction of new building.

(iii) To erect and complete the proposed new building in accordance with the sanctioned plan within Twenty-four months from the date of giving letter of commencement of work to Kolkata Municipal Corporation. However, if the work of construction is stopped due to force majeure (which includes act of god, Earth quake, tempest, flood or any prohibitory order of statutory authority or any Court of law or Kolkata Municipal Corporation or any other act or reason beyond the power and control of the Developer then the period of suspension of the work will be excluded in computing the period of completion. Further, time taken for piling work (if required), complying allied legal formalities like obtaining completion certificate of building and lift, obtaining electrical connection from the concern authority, obtaining

AND WHEREAS for urgent need of money Smt. Sulekha Mondal sold her undivided share of 1 Cottah 11 Chittaks being part of Premises No. 6/1C, Radhanath Chowdhury Road and her entire tenanted property measuring about 1 Cottah 8 Chittaks being Premises No. 6/1B, Radhanath Chowdhury Road (both the premises together measuring about 3 Cottahs 3 Chittaks) to (1) Sri Rahul Malhotra, son of Late Subhas Chand Malhotra and (2) Sri Sushil Malhotra, son of Late Ved Prakash Malhotra who purchased the said premises jointly, equally and executed and Registered a Deed of Conveyance recorded in Book No. 1, Volume No. 5, Pages 6445 to 6463, Being No. 02312 for the year 2010 at the Office of Additional District Sub Registrar at Sealdah, Kolkata.

AND WHEREAS Sri Rahul Malhotra (50% undivided share) and Sri Sushil Malhotra (50% undivided share) are now jointly and sufficiently entitled to right title interest in respect of Premises No. 6/1B, Radhanath Chowdhury Road measuring about 1 Cottah 8 Chittaks.

AND WHEREAS Sri Rahul Malhotra (25% undivided share), Sri Sushil Malhotra (25% undivided share) and Sri Samarendra Nath Mondal (50% undivided share) are now jointly and sufficiently entitled to right title interest in respect of Premises No. 6/1C, Radhanath Chowdhury Road measuring about 4 Cottahs 13 Chittaks 14 Sq.ft.

AND WHEREAS Subhas Chand Malhotra since deceased who was father of Rahul Malhotra was a monthly Tenant under Sri Samarendra Nath Mondal and Smt. Sulekha Mondal (Co-owners of Premises No. 6/1C, Radhanath Chowdhury Road) for a long time. After demise of Subhas Chand Malhotra his wife Kavita Malhotra, become Tenant under Sri Samarendra Nath Mondal and Smt. Sulekha Mondal.

AND WHEREAS position and location of the Premises No. 6/1B, Radhanath Chowdhury Road measuring about 1 Cottah 8 Chittaks and Premises No. 6/1C, Radhanath Chowdhury Road measuring about 4 Cottahs 13 Chittaks 14 Sq.ft. are adjacent to each other (together measuring about 6 Cottahs 5 Chittaks 14 Sq.ft equivalent to 423.541 M²).

AND WHEREAS the buildings standing on the Premises No. 6/1C, Radhanath Chowdhury Road and 6/1B, Radhanath Chowdhury Road are very old and dilapidated and beyond repairs and the Owners mentioned herein have made a Scheme for amalgamation of the said two premises into one premises.

AND WHEREAS on 10.11.2012 Premises No. 6/1B, Radhanath Chowdhury Road measuring about 1 Cottah 8 Chittaks was amalgamated with Premises No. 6/1C, Radhanath Chowdhury Road measuring about 4 Cottahs 13 Chittaks 14 Sq.ft. Hence, Sri Samarendra Nath Mondal (50% undivided share), Sri Rahul Malhotra (25% undivided share) and Sri Sushil Malhotra (25% undivided share) are now jointly and sufficiently entitled to right title interest in respect of amalgamated Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata - 700015 measuring about 6 Cottahs 5 Chittaks 14 Sq.ft. equivalent to 423.541 M² having Assessee No.110561201146.

AND WHEREAS subsequently by virtue of two separate Deeds of Gift dated 23rd day of April, 2013 all duly registered in the office of the Additional Registrar of Assurances - 1 at Kolkata (1) in Book No. 1, C D Volume No. 7, Pages 10341 to 10351, Being No. 03927 for the year 2013, (2) in Book No. 1, C.D. Volume No. 7, Pages 10363 to 10373, Being No. 03929 for the year 2013 respectively, the said Samarandra Nath Mondal, Sri Rahul Malhotra and Sri Sushil Malhotra gifted ALL THAT piece or parcel of land measuring 4.064 Sq. Mtr., & 2.880 Sq. Mtr. in total measuring an area of 6.944 Sq. Mtr. of land being a part or portion of the said Premises No. 6/1C, Radhanath Chowdhury Road, Kolkata - 700 015 unto and in favour of the Kolkata Municipal Corporation free from all cumbrances whatsoever.

AND WHEREAS thus the said Sri Samarandra Nath Mondal became the absolute Owner to the extent of undivided **50%** share and the said Sri Rahul Malhotra and Sri Sushil Malhotra became the absolute Owners to the extent of undivided **25%** share **each** and jointly seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece or parcel