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भारतीय गैर न्यायिक

भारत INDIA

रु. 500



FIVE HUNDRED RUPEES

पाँच सौ रुपये

सत्यमेव जयते

Rs. 500

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL



H 907356

28/9/18
A.R.A. No. 1498224/18
Dev Anand
Additional Registrar of
Assurances-IV, Kolkata

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this Document are the part of the Document.

Additional Registrar
of Assurances-IV, Kolkata

28th SEP 2018

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT made on this the 28th day of September, Two Thousand Eighteen (2018) of the Christian Era ;

BETWEEN

1. SRI PRIYADARSHI SEN CHOUDHURY, son of Late Paritosh Sen Choudhury, having PAN - BBFPS3610D,
2. SMT. MAHUA DASGUPTA, wife of Sri Kalika Prasad Dasgupta and daughter of Late Paritosh Sen Choudhury, having P A N - BNLPD2924H,
3. SMT UMA SEN CHOWDHURY, wife of Late Anutosh Sen Chowdhury, having P A N - BTZPS1975F,
4. SRI ANIRBAN SEN CHOWDHURY, son of Late Anutosh Sen Chowdhury, having PAN-BEKPS2587B,
5. SRI BIBHUTOSH SEN CHOWDHURY, son of Late Nalini Mohan Sen Chowdhury, having P A N - AIUPS1810L,
6. SRI ANINDO ROY, son of Late Arun Baran Roy, having P A N - ANEPR1979G,
7. SMT. NANDINI DUTTA ROY, wife of Sri Sonjoy Dutta Roy and daughter of Late Arun Baran Roy, having P A N - AFKPD8858A and
8. SMT. MANJU DASGUPTA, wife of

Partner

Sri Nemai Dasgupta and daughter of Late Nalini Mohan Sen Chowdhury, having P A N - CLDPD6930N, all by Faith - Hindu, all by Nationality - Indian, by Occupation - No.1, 3, 4, 8 and 9 - Home maker, No.2, 5 and 7 - Service and No. 6 - Retired and all of Plot No. 240, Dum Dum Park, Post Office - Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055 in the District of North 24-Parganas and hereinafter collectively referred to and called as the "LANDOWNERS" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include all their respective legal heirs, executors, representatives, administrators and / or assigns) and the Landowner No.6 hereof is represented by his Sister-cum-duly appointed Constituted Attorney, being the Landowner No.7 hereof namely, Smt. Nandini Dutta Roy, wife of Sri Sonjoy Dutta Roy, having P A N - AFKPD8858A, vide General Power of Attorney dated 03rd June, 2016, of the ONE PART ;

- AND -

HITECH CONSTRUCTION COMPANY, P A N - AAFFH6644E, a Partnership Firm of Promoters, Developer, Contractors and Engineers, having its registered Office at Plot No.556, Dum Dum Park, Post Office - Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055 in the District of North 24-Parganas and represented by its Partners namely, 1. Sri Rabin Ganguly, son of Late Sudhir Kumar Ganguly, having P A N - ADTPG7283K and 2. Smt. Mousumi Ganguly, wife of Sri Rabin Ganguly, having P A N - ADNPG3770B, both by Faith - Hindu, both by Occupation - Business, both by Nationality - Indian and both residing at Plot No.530, Dum Dum Park, Post Office - Bangur Avenue, Police Station - Lake Town, Kolkata - 700 055 in the District of North 24-Parganas and hereinafter referred to and called as the "DEVELOPER" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include all its successor or successors-in-Interest, executors, administrators, representatives and / or assigns) of the OTHER PART.

WHEREAS :

a) By or under an Agreement dated 21st December, 1951 made between the Government of West Bengal and the Krishnapur Refugee Co-Operative Colony Limited (a registered Co-operative Society having Registration No.69 of 1949, 24-Parganas) and hereinafter referred to as the ' said Society ', all that piece and parcel of 85.33 Acres of Bastu land comprised in C. S. Dag Nos.2323, 2324, 2326.

2327, 2330-33, 2343-73, 2376-93, 2395-2404, 2413-17, 2425-32, 2440, 2442-91 and 2555-58 lying under Mouza - Krishnapur (presently, Shyamnagar), J. L. No.17, R. S. No.180 under Police Station - Rajarhat (presently, Lake Town) in the District of 24-Parganas (presently, North 24-Parganas) had been allotted by the Government of West Bengal unto and in favour of the said Society.

b) The said Krishnapur Refugee Co-Operative Colony Limited upon acquiring the aforesaid 85.33 Acres of land area in the manner stated herein before, made out a Scheme for development of the same by splitting it into several residential Plots with an object of rehabilitation of the Refugees from the then East Pakistan by allotment and distribution of the said split out Plot of lands amongst the members of the Society who have no other homestead land elsewhere in India.

c) That in the midst of aforesaid process, the Governor of the State of West Bengal vide execution and registration of an Indenture of Conveyance dated the 27th November, 1975, duly transferred and conveyed the aforesaid residential Plots of land ad-measuring total area of 85.33 Acres be the same a little more or less unto and in favour of the said Krishnapur Refugee Co-operative Colony Limited empowering and authorizing thereby the said Society to fulfill the object of rehabilitation of its members, being the refugees of the then East Pakistan, by lawful allotment and distribution of the said Plots of land on Ownership basis in favour of the members of the said Society. The said Deed of Indenture was registered with the Office of the Sub-Registrar at Cossipore, Dum Dum on the said 27th November, 1975 and recorded there in Book No. I, Volume No.175, Pages - 193 to 200, Being No.9811 for the Year 1975 of the said Office.

d) The said Krishnapur Refugee Co-operative Colony Limited in continuation of its process to allot and distribute the residential Plots of land to its members, by executing a registered Deed of Conveyance (Bengali Saf-Bikray Kobola) dated 14th May, 1976 corresponding to 31st Baishakh, 1383 B. S. against receipt of valuable consideration duly sold, conveyed, transferred, assigned and assured unto and in favour of Smt. Santi Lata Sen Chowdhury, wife of Late Nalini Mohan Sen Chowdhury and her 4 (Four) Sons and 2 (Two) Married Daughters namely, Sri Paritosh Sen Chowdhury, Sri Bhabothosh Sen Chowdhury, Sri Anutosh Sen Chowdhury, Sri Bibhutosh Sen Chowdhury, Smt. Anjali Roy and Smt. Manju Dasgupta, as collective Purchasers of all that piece and parcel of Plot of Bastu land ad-measuring an area of 10 (Ten) Kattahs be the same a little more or less and

lying and situate at being Scheme Plot No.240 & 241, Dum Dum Park, Police Station - Lake Town, Kolkata - 700 055 appertaining to Mouza - Shyamnagar, J. L. No.17 (now 32 / 20), R. S. No.180 comprised in C. S. Dag Nos.2338 and 2363, Municipal Holding No.352 (old No.236) within the limit of Ward No.28 under the South Dum Dum Municipality, Additional District Sub-Registration Office at Bidhannagar, Salt Lake City in the District of North 24-Parganas and hereinafter referred to as the ' said Premises ' and more particularly described in the First Schedule written hereinafter. The said Deed of Conveyance (Bengali Saf-Bikray Kobola) was registered with the Office of the Sub-Registrar at Cossipore, Dum Dum on the said 14th May, 1976 and recorded there in Book No. I, Volume No.50, Pages - 239 to 243, Being No.3315 for the Year 1976 of the said Office.

e) The said Smt. Santi Lata Sen Chowdhury, wife of Late Nalini Mohan Sen Chowdhury along with her 4 (Four) Sons and 2 (Two) Married Daughters namely, Sri Paritosh Sen Chowdhury, Sri Bhabothosh Sen Chowdhury, Sri Anutosh Sen Chowdhury, Sri Bibhutosh Sen Chowdhury, Smt. Anjali Roy and Smt. Manju Dasgupta, upon acquiring the collective lawful right, bonafide interest, marketable title and peaceful physical possession of the herein above stated all that 10 (Ten) Kattahs of Bastu land in the manner stated hereinbefore, duly mutated their respective names in the Assessment Register of the South Dum Dum Municipality and since thereafter, by raising the construction of a Brick built Single Storeyed residential building, the said Smt. Santi Lata Sen Chowdhury along with her 4 (Four) Sons and 2 (Two) Married Daughters as collective lawful Owners seized and possessed of the said Premises together with the building standing thereon free from all encumbrances, to the exclusion of all other on Payment of requisite Municipal rates and taxes there for.

f) That the said Smt. Santi Lata Sen Chowdhury, wife of Late Nalini Mohan Sen Chowdhury, in course of her such lawful occupation and enjoyment of the said Premises together with Old building standing thereon, died intestate on 05th October, 2010 leaving behind surviving her said herein above named 4 (Four) Sons and 2 (Two) Married Daughters to inherit equally all her undivided 1/7th Share of Ownership in respect of the said Premises together with old brick built Single Storeyed Building standing thereon according to the provisions of the Hindu Succession Act, 1956.

g) Thus upon demise of the said Late Santi Lata Sen Chowdhury, her said 4 (Four) Sons and 2 (Two) Married Daughters namely, Sri Paritosh Sen Chowdhury, Sri Bhabotosh Sen Chowdhury, Sri Anutosh Sen Chowdhury,

Sri Bibhutosh Sen Chowdhury, Smt. Anjali Roy and Smt. Manju Dasgupta, became the collective lawful Owners (each having undivided $1/6^{\text{th}}$ share) of the said Premises together with old brick built Single Storeyed building having the constructed area of 983 Square feet approximately standing thereon and in course of their such collective occupation and enjoyment of the said Premises, the elder most Son namely, Sri Paritosh Sen Chowdhury died intestate on 21.03.2011 leaving him surviving his wife namely, Smt. May Sen Chowdhury, the only Son namely, Sri Priyadarshi Sen Chowdhury (Landowner No.1) and the only Married Daughter namely, Smt. Mahua Dasgupta (Landowner No.2) to inherit his undivided $1/6^{\text{th}}$ share of ownership in respect of the said Premises together with Old Building standing thereon according to the provisions of the Hindu Succession Act, 1956.

h) The Second elder most Son of Late Santi Lata Sen Chowdhury namely, Sri Bhabotosh Sen Chowdhury also died intestate on 07.01.2011 leaving him surviving his wife namely, Smt. Kum Kum Sen Chowdhury and 2 (Two) Sons namely, Sri Jhinuk Chowdhury and Sri Sankho Chowdhury to inherit his undivided $1/6^{\text{th}}$ Share of ownership in respect of the said Premises together with Old Building standing thereon according to the provisions of the Hindu Succession Act, 1956.

i) The Third Son of Late Santi Lata Sen Chowdhury namely, Sri Anutosh Sen Chowdhury, also died intestate on 24.04.2017 leaving him surviving his wife namely, Smt. Uma Sen Chowdhury (Landowner No.3) and the only Son namely, Sri Anirban Sen Chowdhury (Landowner No.4) to inherit his undivided $1/6^{\text{th}}$ Share of ownership in respect of the said Premises together with old Building standing thereon according to the provisions of the Hindu Succession Act, 1956.

j) The Elder most married Daughter namely, Smt. Anjali Roy, also died intestate on 23.02.2015 leaving her surviving only Son namely, Sri Anindya Roy (Landowner No.6) and the only married Daughter namely, Smt. Nandini Dutia Roy (Landowner No.7) to inherit her undivided $1/6^{\text{th}}$ share of ownership in respect of the said Premises together with old Building standing thereon according to the provisions of the Hindu Succession Act, 1956.

k) That in course of herein above stated collective lawful occupation and enjoyment of the said Premises, the Wife of the Elder most Son (Late Paritosh Sen Chowdhury) namely, Smt. Maya Sen Chowdhury and the legal heirs of Second Son

(Late Bhabotosh Sen Chowdhury) namely, Smt. Kum Kum Sen Chowdhury, Sri Jhinuk Sen Chowdhury and Sri Shankho Sen Chowdhury upon obtaining written consent and " No objection " letter dated 08th June, 2018 from the Landowners No.1 to 8 hereof duly sold, conveyed and transferred their respective undivided 1/18th and 3/18th Share of land in respect of the said Premises which is equivalent to land area of 8 (Eight) Chittacks and 40 (Forty) Square feet, being the Share of Smt. Maya Sen Chowdhury and the Land area of 1 (One) Kattah, 10 (Ten) Chittacks and 30 (Thirty) Square feet, being the Share of Smt. Kum Kum Sen Chowdhury and 2 (Two) Others named above together with undivided 1/18th and 3/18th Share respectively of the 40 (Forty) Years old Single Storeyed Brick built building standing thereon which is equivalent to constructed area of 54.61 Square feet and 163.83 Square feet out of the total Constructed area of 983 Square feet unto and in favour of Hitech Construction Company, being the Developer hereof as bonafide Purchaser thereto vide 2 (Two) separate registered Deed of Conveyances dated 27th September, 2018 against receipt of valuable Consideration mentioned therein.

l) That upon such disposal of undivided 8 (Eight) Chittacks and 40 (Forty) Square feet as well as 1 (One) Kattah, 10 (Ten) Chittacks and 30 (Thirty) Square feet of land by the Wife of Late Paritosh Sen Chowdhury and legal heirs of Late Bhabotosh Sen Chowdhury, the Parties of the One Part hereto being the Landowners No.1 to 8 hereof are presently seized and possessed of the remaining 7 (Seven) Kattahs, 12 (Twelve) Chittacks and 20 (Twenty) Square feet of land of the said Premises under their collective lawful Ownership out of the total land area of 10 (Ten) Kattahs together with 40 (Forty) Years old building standing thereon and with an object of having more better and gainful utilization of the same by way of raising there upon the construction of a Multi-Storeyed building decided to engage and authorize the Party of the Other Part hereto as Developer to undertake the said proposed development work on the said Premises of the Landowners exclusively at the costs and expenses of the Developer.

m) The Party of the Other Part hereof being the Developer hereto as the Landowner of the remaining 2 (Two) Kattahs, 3 (Three) Chittacks and 25 (Twenty-Five) Square feet of land area of the said Premises together with undivided 4/18th Share of Ownership of the Constructed area of old Single Storeyed building standing thereon having thus approached by the Landowners No.1 to 8 hereof has agreed to undertake such proposed development work by constructing the

the Multi-Storeyed building on the said Premises of the Landowners exclusively at the costs, arrangements and expenses of the Developer upon regularization of all requisite formalities pertaining to the proposed development work on the said Premises of the Landowners.

n) The Landowners No.1 to 8 hereof under the aforesaid facts and circumstances decided to engage, authorise and appoint the Party of the Other Part hereof as Developer for proposed development work and accordingly, by executing the present Agreement for Development as well as by executing a registered Development Power of Attorney agreed to authorise, empower and appoint the Party of the Other Part hereof as Developer to proceed with the proposed development work by way of construction of a Multi-Storeyed building on the said Premises in accordance with the Building Plan cause to be sanctioned in the name of the Landowners by the authorities of the South Dum Dum Municipality exclusively at the costs and expenses of the Developer on the mutually settled and agreed terms and conditions so arrived at between the Parties hereof and stipulated herein after.

NOW, THIS AGREEMENT FOR DEVELOPMENT WITNESSETH as follows :

1. That the present Agreement for Development shall deemed to have been commenced on and with effect from the date of execution of the Agreement i.e. the 28th day of September, 2018 and shall continued to be in subsistence for 36 (Thirty-Six) months from the date of obtaining the sanction of Building Plan from the authorities of the South Dum Dum Municipality or from the date of handing over of vacant physical Possession of the said Premises by the Landowners to the Developer hereof which ever is earlier.

2. In these present unless there is anything repugnant to or inconsistent with

2.1. **The Landowners** shall mean the said 1. **Sri Privadarshi Sen Choudhury**, son of Late Paritosh Sen Choudhury, 2. **Smt. Mahua Dasgupta**, wife of Sri Kalika Prasad Dasgupta and daughter of Late Paritosh Sen Choudhury, 3. **Smt Uma Sen Chowdhury**, wife of Late Anutosh Sen Chowdhury, 4. **Sri Anirban Sen Chowdhury**, son of Late Anutosh Sen Chowdhury, 5. **Sri Bibhutosh Sen Chowdhury**, son of Late Nalini Mohan Sen Chowdhury, 6. **Sri Anindo Roy**,

son of Late Arun Baran Roy, 7. Smt. Nandini Dutta Roy, wife of Sri Sonjoy Dutta Roy and daughter of Late Arun Baran Roy and 8. Smt. Manju Dasgupta, wife of Sri Nema Dasgupta and daughter of Late Nalini Mohan Sen Chowdhury and further mean and include all their respective legal heirs, executors, representatives, administrators and/or assigns as the case may be.

2.2. The Developer shall mean the said Hitech Construction Company, a Partnership Firm of Promoters, Developer, Contractors and Engineers and represented by its Partners namely, 1. Sri Rabin Ganguly, son of Late Sudhir Kumar Ganguly, and 2. Smt. Mousumi Ganguly, wife of Sri Rabin Ganguly and having its registered Office at Plot No.556, Dum Dum Park, Police Station – Lake Town, Kolkata – 700 055 and further include all its successor or successors-in-interest, executors and administrators as the case may be. It is categorically agreed that, the Developer hereof shall not be entitled to transfer and/or assign the benefit of the present Agreement for Development to any other Third party, firm or body corporate in any manner whatsoever without prior written consent of the Landowners.

2.3. The Said Premises shall mean all that piece and parcel of Plot of Bastu Land ad-measuring an area of 7 (Seven) Kattahs, 12 (Twelve) Chittacks and 20 (Twenty) Square feet be the same a little more or less being the undivided 14/18th Share of Ownership of the Landowners No.1 to 8 hereof out of the total Land area of 10 (Ten) Kattahs together with Constructed area of 764.56 Square feet approximately of the 40 (Forty) years old Brick built Single Storeyed building standing thereon being the undivided 14/18th Share of Ownership of the Landowners No.1 to 8 hereof out of the total Constructed area of 983 Square feet and situate at being entirety of Plot No.240, Dum Dum Park, Police Station – Late Town, Kolkata – 700 055 within the Municipal limit of Ward No.28 under the South Dum Dum Municipality in the District of North 24-Pareganas and more particularly described in the First Schedule written herein after.

2.4. The Building shall mean all that self-contained fully finished Multi-Storeyed building comprising of multiple self-contained residential Flats, Car Parking Spaces and other constructed Units and to be constructed by the Developer exclusively at its own costs, arrangements and expenses in accordance with the sanctioned Building Plan of the South Dum Dum Municipality caused to be sanctioned in the name of the Landowners.

2.5. The Landowners' Allocation shall mean free of cost allocation of all that 50% (Fifty Percent) Share of the Constructed area of the newly built Multi-Storeyed Building and to be provided by the Developer to the Landowners No.1, 2, 6, 7 and 8 vide Payment of Cash Consideration amount and to the Landowners No.3, 4 and 5 vide allotment of 2 (Two) Nos. of self-contained residential Flats and 1 (One) Car Parking Space along with right and interest on all common areas, facilities, amenities and provisions attached to and available with the Land and Building on account of Landowners' Allocation and more particularly described in the Second Schedule, Part - 1 written herein after.

2.6. The Developer's Allocation shall mean the remaining 50% (Fifty) Percent Share of the total constructed area of the newly built Multi-Storeyed building spreading over on all the Floor area of the Building together with undivided, proportionate and impartable share of land attributable thereto of the said Premises along with right and interest on all common areas, facilities, amenities and provisions attached to and available with the Land and Building on account of Developer's Allocation and more particularly described in the Second Schedule, Part - II written herein after.

2.7 The Common Areas shall mean such portions and/or areas of the land, building and its constructed spaces specified for collective use and enjoyment by the Occupiers of the building including the Landowners hereof and more particularly described in the Fourth Schedule written hereinafter.

2.8 The Common Expenses shall mean the expenses so to be borne by the Landowners hereof along with other Co-owners of the building for preservation, maintenance and operation of all common services, facilities, amenities and areas attached to the land and building and more particularly described in the Fifth Schedule written hereinafter.

2.9 The Covered Area shall mean the built-up area measuring at floor level of any Flat / Unit taking the external dimension of the Flat/Unit including the built-up area of Balconies/Verandahs thereto excepting the walls separating one Unit from other of which 50% only to be added.

2.10 The Super Built-up Area shall mean the covered area of the Flat/ Unit as above plus proportionate share of Landing, Lobby, Corridor, Staircase, Lift and Lift Shaft plus 25% (Twenty - Five percent) thereof.

2.11. The Present Agreement shall be deemed to have been commenced with immediate effect i. e. from the date of execution of the present Agreement. The present Agreement shall not be construed as a Partnership between the Landowners and the Developer nor the same will be treated as an Agreement for Sale of the said Premises or any part or portion thereof between the Parties hereto save and except constructive permission by the Landowners to the Developer for proceeding with the development work on the said Premises of the Landowners by constructing there upon a Multi-Storeyed building in accordance with the sanctioned building Plan of the South Dum Dum Municipality on observance of the terms and conditions so agreed to between the Parties hereof and appearing hereinafter.

3. The Landowners represent and declare as follows :

a) That the Landowners hereof jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said amalgamated Premises as Joint lawful Owners thereof.

b) That the said Premises is free from all encumbrances and the Landowners have had good, valid and lawful marketable title till date in all respect relating to the said Premises.

c) That the said Premises of the Landowners are also free from all kind of charges, claims, liens, lispendens, attachment, trust, acquisition and requisition of any nature whatsoever.

d) That there is no excess vacant land at the said Premises within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976, Furthermore, the said Premises is not the subject matter of any notice of attachment under the Public Demands Recovery Act.

e) That there is no bar legal or otherwise for the Landowners to obtain the necessary consent and permission that may be required under the law of the land in dealing with the said Premises in any manner whatsoever.

f) That the Landowners as lawful Owner of the said Premises have had full right and authority to sign and execute the present Agreement for development with the Developer hereof.

g) That the Landowners had not been granted and/or agreed, committed or contracted or even entered into any Agreement for Sale, Agreement for Development or lease of the said Premises or any part or portion thereof with any person or persons other than the Developer hereof and the Landowners till date neither created any mortgage, charge nor attach the said Premises with other encumbrances in any manner whatsoever.

h) That the Landowners have not yet done any act, deed, matter or thing whereby or by reason whereof the development of the said Premises by the Developer hereto may be prevented or affected in any manner whatsoever.

i) That there are no law Suit and/or legal proceedings pending at present before any legal forum of the land either in the name of the Landowners or in respect of their said Premises or any part or portion thereof. Furthermore, no part or portion of the said Premises of the Landowners are affected and/or attached by any Judgment, Decree or Order passed by any Court of Law.

j) That no part or portion of the said Premises is at present affected by any notice of requisition and/or acquisition of any Statutory Authority and till date no notice or intimation of any such proceedings had been served upon the Landowners.

4. The Landowners and the Developer doth hereby declare and covenant as follows :-

a) That in lieu of the consideration so mentioned in the Second Schedule, Part - I written hereinafter, the Landowners hereby grant terminable permissive right and authority to the Developer to conduct the development work in respect of the said Premises of the Landowners by constructing thereon a Multi-Storeyed building in accordance with the sanctioned Building Plan of the South Dum Dum Municipality upon regularization of all related matter in respect of the said Premises at the costs and expenses of the Developer. Upon obtaining the sanction of Building Plan, the construction work of the Multi-Storeyed building shall necessarily to be completed in all respect within the specified time period of 36 (Thirty-Six) months from the date of obtaining the sanction of a Building Plan by the authorities of the South Dum Dum Municipality or from the date of handing over of vacant physical Possession of the said Premises by the Landowners to the Developer hereof which ever is earlier.

b) That all application, building plan/s and other papers and documents that may be required by the Developer for the purpose of obtaining the sanction of the building plan/s shall be prepared by the Developer on behalf of the Landowners at the Developer's own costs and expenses. However, all such plan/application are to be signed by the Landowners as and when so called upon by the Developer.

c) It is made clear that, the Developer hereof immediately after execution of the present Agreement for Development, at its own costs and arrangements shall take all necessary step to obtain the sanction of requisite Building Plan from the authorities of the South Dum Dum Municipality upon fulfilling all relevant building rules and regulations.

d) That the Developer hereof upon obtaining the sanction of requisite Building Plan from the authorities of the South Dum Dum Municipality, shall serve written Notice to the Landowners with Photo copy of the said sanctioned Building Plan requiring them, to deliver the constructive possession of their said Premises to the Developer for starting the construction work of the proposed Multi-Storeyed building thereon subject to arrangement of alternative accommodation for the Landowners No.4, 5 and 6 in the nearby locality exclusively at the costs and arrangements of the Developer for the entire period of construction work of the proposed Multi-Storeyed building or till the date of handing over of peaceful physical possession of Landowners' Allocation in decent habitable condition to the Landowners are being made by the Developer. It is also agreed that, effective from the date of handing over of such constructive possession of the said Premises by the Landowners to the Developer, all Municipal rates, rents and taxes as also other outgoings in respect of the said Premises till such time the possession of the Landowners' Allocation are being handed over, shall be borne and paid by the Developer. All outgoing on and from the date of delivery of possession of Landowners' Allocation shall be the liability of the Landowners and to be payable by the Landowners.

e) That the Developer shall be authorised in the name of the Landowners so far as necessary, to apply for having temporary and permanent connections of drainage, sewerage, electricity, water supply and / or other utilities that may be required for the construction and completion of the proposed Multi-Storeyed building including due occupation and enjoyment of the same for decent human habitation.

f) That the Landowners and the Developer shall be exclusively entitled to hold, possess, occupy and enjoy their respective allocation in the newly constructed building with further right of transfer and / or to deal with or dispose of the same without any claim, demand, right or interest therein of the other part and shall further not in any way interfere or disturb the quiet and peaceful possession of the other.

g) That on completion of the entire construction work of the proposed Multi-Storeyed building inasmuch as upon satisfactory handing over of peaceful physical vacant possession of Landowners' Allocation in decent habitable condition to the Landowners hereof at the first instance, the Developer hereto will be at liberty to deliver the possession and / or to dispose of the Developer's Allocation of the newly constructed building in favour of the prospective buyer/s at such Consideration or Price that the Developer may think fit and proper to which the Landowners have nothing to say.

h) The Landowners hereof simultaneously with the execution of the present Agreement have handed over to the Developer all Original Deed / s, documents and other relevant papers relating to the said Premises for due preservation of the same during the period of construction against grant of accountable receipt there for by the Developer to the Landowners.

5. That the Landowners hereof in connection with the present Agreement for Development as well as for all other related acts, deeds and things, sign and execute a registered Development Power of Attorney unto and in favour of the Developer hereto empowering there under to do and perform all such acts, deeds and things that are required to be done for developing the said Premises by completing the construction work of the Multi-Storeyed building and also to sale the flats, units and other constructed spaces of the building fallen under Developer's Allocation including delivery of possession thereof in favour of the prospective Purchaser/s.

6. Dealings of Space of the Building :

a) The Developer shall on completion of the construction work of the Multi-Storeyed Building as well as upon obtaining the requisite Building Completion/ Occupancy Certificate from the Municipal Authority put the Landowners first in undisputed possession of the Landowners' Allocation TOGETHER WITH right and

interest on all common areas, facilities, provisions and amenities attached to and available with the land and building and such common right and interest are to be enjoyed collectively by the Landowners with the other Co-Owners of Flat / Unit or Space of the building.

b) The Landowners hereof after having delivery of Possession of Landowners' Allocation from the Developer in terms of the present Agreement, will be entitled to hold, possess, own, use, occupy, enjoy, transfer or otherwise to deal with the Landowners' Allocation according to their absolute discretion.

c) The Developer hereof subject to observance and fulfillment of all the terms and conditions of the present Agreement, shall be entitled to the Developer's Allocation of the newly constructed Multi-Storeyed building with every other right to transfer or otherwise deal with or dispose of the same according to its sole discretion without any right, claim or interest therein of whatsoever nature of the Landowners and the Landowners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

7. Consideration :

a) The Developer being the Party of the Other Part hereof shall be at liberty with exclusive right and authority to negotiate for the sale of floors/flats of the building complex under construction together with proportionate share of land attributable thereto excluding and excepting the Floor/Flat and/or Unit provided for Landowners' Allocation, with any prospective Purchaser/s at such Consideration and on such terms and conditions that the Developer shall think fit and proper. The Landowners hereof however, without raising any objection, at the request of the Developer if so required, shall execute and register the necessary Deed of Conveyance/s unto and in favour of the Purchaser or Purchasers towards sale of flats and/or units and spaces of the building as and when so called for by the Developer **PROVIDED HOWEVER** that, the Landowners as Vendors in all such Deed of Conveyance/s shall not claim or be entitled to claim any amount towards the value of constructed area or towards the consideration value of proportionate area of land of the said Premises as the consideration amount relating thereto have agreed to be paid by the Developer hereof to the Landowners through the free of cost allocation of all that Landowners' Allocation together with Payment of Non-Refundable Cash Consideration amount so particularly mentioned in the Second Schedule, Part - I written hereinafter.

b) It is categorically agreed to and declared by the Landowners hereof that, as the entire cost of construction of the proposed Multi-Storeyed building and other miscellaneous expenses relating thereto are to be borne by the Developer exclusively without any investment on the part of the Landowners for that very reason, the Consideration money receivable towards sale/transfer of flat/s, units and/or spaces of Developer's Allocation in the newly constructed building including earnest money or booking amount there for shall be received and appropriated exclusively by the Developer and the Landowners hereof will have no claim or even right to claim on any part or portion thereof including that of Payment of any Tax liability there for which is to be borne and payable only by the Developer for all time to come hereafter.

8. **Building and other related matters :-**

8.1. The Developer shall at the Developer's own cost and risk make the construction and complete the Multi-Storeyed building at the said Premises of the Landowners in accordance with the sanctioned building plan with such Standard (I.S.I. branded) Building materials and with such specifications so particularly mentioned in the Third Schedule hereunder written and that may be recommended by the Qualified Architect/Engineer duly engaged by the Developer from time to time.

8.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials so to be used for construction of the proposed building at the said Premises of the Landowner will be treated as final with all its binding effect on the Parties hereof.

8.3. The Developer shall install and erect in the said building at the Developer's own costs pump set, deep tube-wells, water storage tanks, over-head reservoir, electric wiring, fittings and installations and other facilities that are required to be provided in a residential building having self-contained flats and constructed for sale of flats on Ownership basis.

8.4. The Developer shall be authorised in the name of the Landowners to apply for and to obtain the temporary and permanent connections of Electricity, Water supply line, Sewerage line, Telephone, Cooking gas connections etc. on the said Premises including the building to be constructed thereon.

8.5. The Developer shall at its own costs and expenses and without creating any financial or other liability upon the Landowners construct and complete the proposed Multi-Storeyed building having several self-contained residential Flats in accordance with the sanctioned Building Plan.

8.6. On and from the date of taking over possession of the said Premises by the Developer for starting the construction work of the said proposed building, any liability becoming due on account of statutory rates, rents and taxes as also other outgoings in respect of the said Premises for new construction of the building and till such time the physical vacant possession of the Landowners' Allocation in decent habitable condition are being handed over, shall be borne and paid by the Developer. It is made specifically clear that, all outstanding dues on account of rates and taxes as also other outgoings in respect of the said Premises till the date of handing over possession of the said Premises to the Developer hereof in terms of the present Agreement for starting the constructional work of the proposed building shall remain be the liability of the Landowners and shall be borne and paid by the Landowners as and when called upon by the Developer.

8.7. The Developer on completion of the entire construction work of the Multi-Storeyed building, shall remain responsible and liable to obtain the requisite Building Completion/Occupancy Certificate from the authorities of the South Dum Dum Municipality upon regularization of all matter related there with exclusively at its own costs and expenses. Furthermore, the Developer shall remain bound to hand over a duly attested Photo Copy of the said Completion Certificate to the Landowners for their record and ready reference within the time period of 36 (Thirty-Six) Months.

8.8. As soon as the construction work of the building as well as that of Landowners' Allocation is completed in terms of the Specification mentioned in the Third Schedule written here under, the Developer shall serve written notice requiring the Landowners to have the inspection regarding satisfactory completion of the construction work of the allocated portion of the Landowners and on inspection if found satisfactory, the Landowners will take delivery of physical possession thereof within 30 (Thirty) days from the date of service of such notice and for all time thereafter, the Landowners shall be held responsible for payment of all Statutory taxes, rates, duties and other impositions including regular payment of monthly maintenance charges that are payable in respect of the Landowners' Allocation in the building. However, the said rates and charges shall be payable on pro-rata basis if the same is being levied on the building as a whole.

8.9. As and from the date of service of notice of possession of the Landowners' Allocation, the Landowners shall also be held responsible to pay and bear and shall forthwith pay to the Developer and on its formation, to the Flat Owners' Association, monthly service charges for the common facilities in the new building complex payable in respect of the Landowners' Allocation. Such charges are to include proportionate share of premium for the insurance of the building, water, fire and scavenging charges, expenses for sanitation, electricity, renovation, replacement, repair and maintenance charges for the building and of all common wiring, pipes, electrical and mechanical equipments, pumps, motors and other electrical and mechanical installations, appliances and provisions, stair-ways, lift and lift shaft, corridors, passage-ways, gardens, park-ways and other facilities whatsoever provided for common use of the occupants of the building.

8.10. Any transfer relating to any portion of the Landowners' Allocation in the new building shall be subject to the provisions contained hereof and the respective transferee shall always be held responsible to honour all the terms and conditions of the present Agreement without raising any objection there for.

8.11. Both the Developer and the Landowners herein shall enjoy their respective allocations/portions in the said Multi-Storeyed building forever with absolute right and authority to hold, possess, own, use, occupy, enjoy, transfer, sale, gift, lease, mortgage and / or assign the same in any manner they like. All such right and authority of the Parties hereof subject to observance and due compliance of the terms and conditions of the present Agreement in no way could be taken off or infringed by either of the Party under any circumstances.

9. COMMON RESTRICTIONS.

The Landowners' Allocation in the proposed building shall be subject to the same restrictions as are applicable to the Developer's Allocation in the building intended for common benefit of all occupiers of the building which shall include as follows :

9.1. Both the Parties hereof shall not use their respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor shall use the same in such manner that might have cause any nuisance or hazard to the other occupiers of the building.

9.2. Both the Parties hereof shall not demolish any wall or other structure in their respective allocation or any portion thereof or make any structural alteration or addition thereat without written consent of the other to that extent.

9.3. Both the Landowners and the Developer shall keep the interior walls, floors, sewers, drains, pipes and other fittings and fixtures of their respective allocation in the building in good, running and workable condition so the same may not cause any damage to the building.

9.4. No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner to free movement of users of the corridors and other places of common use in the building.

9.5. Both the Parties shall not throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or on any other portion of the building.

9.6. Both the Parties hereto shall permit others agent, workmen and representative at all reasonable time to enter into others allocation and every part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping the building and it's common areas in good order and condition.

10. LANDOWNERS' OBLIGATION.

10.1. The Landowners doth hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the proposed Multi-Storeyed building at their said Premises. If any interference or hindrance is caused by the Landowners or by any of their men, agent and representatives in that event, the Landowners will be held responsible for the same.

10.2. The Landowners doth hereby further covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the newly constructed building at the said Premises in favour of the Intending Purchaser/s of Flat/s, units and other space of the building fallen under Developer's Allocation.

10.3. The Landowners doth hereby agree and covenant with the Developer not to let out, grant lease, mortgage, assign and/or to create charge or part with possession of the said Premises or any portion thereof in favour of any Third Party during the subsistence of the present Agreement for Development.

10.4. The Landowners hereof undertake not to create any kind of charge or mortgage including that of equitable mortgage in respect of the said Premises or on any part or portion of the Landowners' Allocation by depositing the Title Deeds of the said Premises at anytime during the subsistence of the present Agreement.

11. DEVELOPER'S OBLIGATION.

11.1. The Developer doth hereby agrees and covenants with the Landowners to start and complete the construction work of the proposed Multi-Storeyed Building on the said Premises of the Landowners within the stipulated time period of 36 (Thirty-Six) months from the date of obtaining the sanction of Building Plan from the South Dum Dum Municipality or from the date of handing over of vacant physical Possession of the said Premises by the Landowners to the Developer hereof which ever is earlier and the time period of 36 months so agreed and fixed hereunder will be regarded for all purposes as the essence of the present Agreement for Development.

11.2. The Developer hereof further agrees and covenants with the Landowners not to do any act, deed or thing whereby the Landowners will be prevented from owning, occupying, using, enjoying, selling, assigning and / or disposing of any part or portion of the Landowners' Allocation in the said newly constructed Multi-Storeyed building or any part or portion thereof on the said Premises of the Landowners.

11.3. The Developer hereby also categorically agrees not to part with Possession of the Developer's Allocation or any portion thereof until and unless satisfactory physical possession of the Landowners' Allocation are being handed over first to the Landowners **PROVIDED HOWEVER** it will not prevent the Developer from entering into any Agreement for Sale with any prospective Purchaser / s or to accept Earnest money or Booking amount there for in respect of the Developer's Allocation in the newly constructed Multi-Storeyed building on the said Premises of the Landowners.

11.4. Any act of the Developer relating to construction of the Building and / or dealing with the Developer's Allocation shall not bind the Landowners or any part or portion of their allocation with any kind of financial liability or responsibility.

12. LANDOWNERS' INDEMNITY.

The Landowners hereby undertake to keep the Developer indemnified against all Third Party claim regarding the marketable title of the Landowners in respect of the said Premises and further indemnified that, on completion of the construction work of the building, the Developer shall be entitled to use and enjoy its allocated space without any interference on the part of the Landowners subject to full compliance and observance of all the terms and conditions of the present Agreement for Development.

13. DEVELOPER'S INDEMNITY.

The Developer hereby undertakes to keep the Landowners indemnified against all Third Party claim, demand and actions arising out of any sort of act or omissions of the Developer in relation to the making of construction work of the newly constructed Multi-Storeyed building on the said Premises of the Landowners including any kind of damage, injury and / or loss of life caused during the period of construction to any person or persons including the staff personnel, labours, masons and other workers engaged in the construction work of the building or associated therewith.

14. MISCELLANEOUS.

14.1. The Landowners and the Developer have entered into the present Agreement purely as a contract and nothing contained herein shall deem to be construed as a Partnership between the Developer and the Landowners or as a Joint Venture between the Parties hereto in any manner nor the Parties hereof constitute an Association of persons.

14.2. The Landowners hereby agree to abide by all the rules and regulations to be formed by any Society/Association of Flat Owners of the building who will be in charge of management and administration of the affairs of the building and/or common parts / areas thereof and hereby given their respective consent to abide by all such rules and regulations as and when so formed.

14.3. That on mutual consent of all the Landowners and the Developer hereof, the name of the newly constructed Building/Apartment has been settled as '_____'.
?

14.4. Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Premises or any part thereof to the Developer by the Landowners or creating any right, title or interest in respect thereof in favour of the Developer other than a terminable permissive license in favour of the Developer to develop the said Premises of the Landowners in terms of these present **PROVIDED HOWEVER** the Developer will be entitled to construct the proposed Multi-Storeyed building on the said Premises of the Landowners hereof exclusively at its own costs and arrangements without creating any kind of financial or other liability of any other nature on the Landowners or affecting their estate and interest in the said Premises and it has been expressly agreed and understood that, in no event the Landowners or any part of their estate shall be responsible and/or make liable for payment of any dues of the Developer to any Third Party / Financial Institution / Bank or Banks/Organisation and for that purpose, the Developer shall keep the Landowners indemnified against all actions, suits, proceedings, costs and charges thereof.

14.5. It is made clear that, upon completion of the construction work of the building, the Landowners will have the common right, title and interest on the roof of the building along with other Flat Owners / Occupiers of the building and will have the common responsibility to maintain, preserve and protect the said roof and other parts of the building upon payment of requisite common expenses there for along with the other Flat Owners of the building.

14.6. It is also categorically agreed to between the Parties hereof that, even after starting of the construction work of the building, if the Developer fails and neglects to complete the same in all respect within the agreed and stipulated time period of 36 (Thirty-Six) months from the date of obtaining the sanction of Building Plan from the Municipal Authority, in the event, the Developer shall remain legally bound to pay liquidated damages and / or compensation assessed and settled at the rate of Rs.10,000/- (Rupees Ten Thousand) only payable to the Landowners No.4, 5 and 6 per every month of delay beyond the stipulated time period of 36 (Thirty-Six) months for completing the construction work of the building as well as delivery of possession of Landowners' Allocation subject to maximum period of 6 (Six) months where after, if the construction work of the building would not have been completed by the Developer, then in that event, the Landowners

reserved their un-disputed inherent right to cancel the present Agreement for Development upon refund of the assessed cost of construction to the Developer till such cancellation.

15. FORCE MAJEURE.

15.1. The Parties hereof shall not considered to be held responsible and liable for any obligation performance of which would have been prevented by the existence of the " Force Majeure " and shall be suspended from the obligation during the duration of the " Force Majeure ".

15.2. " Force Majeure " shall mean flood, earthquake, riot, war, storm, tempest, strike and/or any other act or commission beyond the control of the Parties hereto.

15.3. If the construction work of the said Multi-Storeyed building would not have been completed within the stipulated time period of 36 (Thirty-Six) months from the date of execution of the present Agreement for any of the reason beyond the control of the Developer and so covered under the provisions of the present Article in that event, the time period of completing the construction work of the said Multi-Storeyed building will be extended for additional period of 6 (Six) months where after only, the question of payment of liquidated damages and/or compensation amount vide Clause No.14.6 stated herein before will become applicable.

15.4. Save and except what has been specifically stated hereunder all dispute and difference between the Parties hereof arising out of the meaning, construction or import of the present Agreement for Development or with regard to their respective right and liabilities vide terms of the Agreement (barring the inherent right of the Landowners hereof regarding cancellation of the present Agreement for Development and so reserved here under with due admittance thereof by the Developer hereto) shall be adjudicated by reference to Arbitration of 2 (Two) independent Arbitrators, each one of whom are to be appointed by the respective Parties, who shall jointly appoint an Umpire at the commencement of the reference and the Award of the Arbitrators or the Umpire shall be final and binding upon the Parties hereof.

15.5. Notwithstanding the Arbitration clause as referred to hereinbefore, the respective right to sue for Specific Performance of the present Agreement by either of the Parties hereof against the other as per the terms of this Agreement shall remain unaffected.

16. JURISDICTION.

The Courts of North 24 - Parganas alone shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of the present Agreement for Development between the Parties hereof.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE LAND / SAID PREMISES)

ALL THAT piece and parcel of revenue Paying Plot of Bastu Land ad-measuring an area of 7 (Seven) Kattahs, 12 (Twelve) Chittacks and 20 (Twenty) Square feet be the same a little more or less being the undivided 14/18th Share of Ownership of the Landowners No.1 to 8 hereof out of the total land area of all that 10 (Ten) Kattahs together with Constructed area of 764.56 Square feet approximately being the undivided 14/18th Share of Ownership of the Landowners No.1 to 8 in respect of the 40 (Forty) Years old Brick built Single Storeyed building having the total Constructed area of 983 Square feet standing thereon and lying and situate at Plot No.240, Dum Dum Park, Police Station - Lake Town, Kolkata - 700 055 appertaining to Mouza - Shyamnagar, J. L. No.32 / 20, R. S. No.180 comprised in C. S. Dag Nos.2338 and 2363, Municipal Holding No.352 within the limit of Ward No.28 under the South Dum Dum Municipality, Additional District Sub-Registration Office at Bidhannagar, Salt Lake City in the District of North 24-Parganas and which is butted and bounded as follows :

ON THE NORTH : By Plot No.242, Dum Dum Park,

ON THE EAST : By 20' feet wide Municipal Road,

ON THE SOUTH : By 20' feet wide Municipal Road and

ON THE WEST : By Plot No.269 & 270, Dum Dum Park.

THE SECOND SCHEDULE ABOVE REFERRED TO
(PART - I)

THE LANDOWNERS' ALLOCATION : The Landowners No.1 to 8 hereof in consideration of allowing the Developer to develop their said Premises so particularly stated in the First Schedule written hereinabove by raising the

construction of a Multi-Storeyed building thereon will be entitled to get free of cost allocation of all that 50% (Fifty Percent) Share of the Constructed area of the newly built Multi-Storeyed building according to the sanctioned Building Plan of the South Dum Dum Municipality on account of Landowners' Allocation. The said 50% Share of Constructed area will be inclusive of proportionate share of Stair case, Landing, Lobby, Lift and Lift shaft attached to and available with the Building and to be provided by the Developer to the Landowners No.1 to 8 hereof vide allotment of 2 (Two) Nos. of self-contained residential Flats together with 1 (One) Car Parking Space along with Payment of Non-Refundable Cash Consideration amount in lieu of the money value of remaining Share of Constructed area of the building so stated hereinafter. The said Flats and the Car Parking Space are to be constructed and completed by the Developer in accordance with the Specifications so particularly stated in the Third Schedule written hereinafter.

The Landowners No.1 to 8 hereof according to their free will and mutual consent agreed and decided to apportion their above stated Landowners' allocation by distributing the same among themselves separating from each other upon demarcating their respective Share of allocation in the manner as follows :-

1. The Landowners No.1 and 2 namely, Sri Privadarshi Sen Chowdhury and Smt. Mahua Dasgupta jointly, on account of their respective 2/18th Share of Landowners' Allocation will be entitled to get from the Developer all that "Non-Refundable Cash Consideration" amount of Rs.67,50,000/- (Rupees Sixty-Seven Lac and Fifty Thousand) only in full and final settlement of their Share of Allocation against development of the said Premises.

That out of the said total Cash Consideration amount so Payable to the Landowners No.1 and 2, the Developer has paid on or before execution of the present Agreement for Development, the Part Payment of the sum of Rs.20,00,000/- (Rupees Twenty Lac) only leaving the Balance Consideration amount of Rs.47,50,000/- (Rupees Forty-Seven Lac and Fifty Thousand) only which are to be Payable by 4 (Four) equal installments at the rest of every 6 (Six) Months from the date hereof.

2. The Landowners No.3 and 4 hereof namely, Smt. Uma Sen Chowdhury and Sri Anirban Sen Chowdhury on account of their respective separated and demarcated 3/18th Share of Landowners' Allocation will be entitled to get jointly

from the Developer all that 1 (One) self-contained residential Flat having the Super built-up area of 1188 Square feet approximately lying on the South-Eastern Side of the Second Floor together with 1 (One) Car Parking Space having the Super built-up area of 200 Square feet approximately lying on the Ground Floor of the newly constructed Multi-Storeyed building with right and interest on all common areas, facilities and amenities attached to and available with the Land and Building with entitlement of having the Payment of "Non-Refundable Cash Consideration" amount of Rs.30,00,000/- (Rupees Thirty Lac) only and to be payable by 4 (Four) equal installments at the rest of every 6 (Six) Months from the date hereof in full and final settlement of their Share of Landowners' Allocation against development of the said Premises.

3. The Landowner No.5 hereof namely, Sri Bibhutosh Sen Chowdhury on account of his separated and demarcated 3/18th Share of Landowner's Allocation will be entitled to get from the Developer free of cost allocation of all that 1 (One) self-contained residential Flat having the Super built-up area of 1086 Square feet approximately lying on the North-Eastern Side of the Second Floor of the newly constructed Multi-Storeyed building with right and interest on all common areas, facilities and amenities attached to and available with the Land and Building with entitlement of having the Payment of "Non-Refundable Cash Consideration" amount of Rs.30,00,000/- (Rupees Thirty Lac) only and to be payable by 4 (Four) equal installments at the rest of every 6 (Six) Months from the date hereof in full and final settlement of his Share of Landowner's Allocation against development of the said Premises.

4. The Landowners Nos.6 and 7 namely, Sri Anindo Roy and Smt. Nandini Dutta Roy jointly on account of their respective 3/18th Share of Landowners' Allocation will be entitled to get from the Developer all that "Non-Refundable Cash Consideration" amount of Rs.87,50,000/- (Rupees Eighty-Seven Lac and Fifty Thousand) only in full and final settlement of all their Share of Allocation against development of the said Premises.

That out of the said total Cash Consideration amount, on or before execution of the present Agreement for Development, the Developer has paid to the Landowners Part Payment of the sum of Rs.20,00,000/- (Rupees Twenty Lac) only leaving the Balance Consideration amount of Rs.67,50,000/- (Rupees Sixty-Seven Lac and Fifty Thousand) only Payable by 4 (Four) equal installments at the rest of every 6 (Six) Months from the date hereof.

5. The Landowner No.8 hereof namely, Smt. Manju Dasgupta on account of her 3/18th Share of Landowner's Allocation will be entitled to get from the Developer all that "Non-Refundable Cash Consideration" amount of Rs.87,50,000/- (Rupees Eighty-Seven Lac and Fifty Thousand) only in full and final settlement of all her Share of Allocation against development of the said Premises.

That out of the said total Cash Consideration amount, on or before execution of the present Agreement for Development, the Developer has paid to the Landowner Part Payment of the sum of Rs.20,00,000/- (Rupees Twenty Lac) only leaving the Balance Consideration amount of Rs.67,50,000/- (Rupees Sixty-Seven Lac and Fifty Thousand) only Payable by 4 (Four) equal installments at the rest of every 6 (Six) Months from the date hereof.

The Developer hereof will provide alternative accommodation of 2 (Two) Nos. of Double Bed Room residential Flats in the nearby locality for the Landowners No.3, 4 and 5 during the period of construction of the Multi-Storeyed building and shall go on paying the monthly rental amount there for until and unless the peaceful physical possession of the Landowners' Allocation are being handed over to the Landowners No.3, 4 and 5 by the Developer.

(PART - II)

THE DEVELOPER'S ALLOCATION : Save and except the Landowners' Allocation so stated in Part - I hereinabove, the remaining 50% (Fifty) Percent Share of the total constructed area of the proposed Multi-Storeyed building spreading over from Ground Floor to Top Floor area of the Building together with undivided, proportionate and impartable share of land attributable thereto of the said Premises will be treated as Developer's Allocation in terms of the provisions of the present Agreement with further right of dealing with and/or to dispose of the said allocation according to its discretion for all time to come hereafter without any objection relating thereto on the part of the Landowners hereof with further right of receiving and appropriating the entire sale proceeds relating to such allocation without having any liability for the same to the Landowners.

THE THIRD SCHEDULE ABOVE REFERRED TO
(SPECIFICATIONS)

BUILDING : R.C.C. framed structure with brick masonry of 8" thick for outer wall of the building and 5" & 3" thick for inner partition wall. For 3" thick brickwork wire mesh to be provided after every three layers. Plinth level of the Building should be at least 24" above road level.

WALL FINISH : The internal walls of the building will be finished with Putty and the external walls will be finished with " Weather Coat " Paint of Berger / Asian Paint / ICI brand. Combination of Colour shall be of Owner's choice.

ROOF FINISH : The roof of the building will be finished roof tiles.

VERANDAH / BALCONY : The Verandah / Balcony of the Flat will be covered by Box type Gril.

ELEVATOR : Elevator 5 (Five) passenger capacity will be provided in the building with V3F system.

WINDOWS : Window shall be Aluminium power coated Sliding type window with 4 mm thick Glass Panel.

DOORS : Door Frame of size (4" x 2.5") and 6'-9" height will be made of " Malesian Sal Wood ". The Door panel will be Water proof commercial flush door. The Main Entrance Door of the Flat will be of teak polish finish. All door panels shall be ISI approved 32mm Thick. All hinges, screws, Tower Bolt and handles shall be of standard size S.S. make. "GODREJ" lock are to be provided in the main Door as per Owners choice.

M. S. GRILL : M. S. Grill at all windows, M. S. Railing at all Balcony and Stair Case have to be provided. However, design of Grill and Railing should be of Owner's Choice. All window grills, Stair Railing are to be painted with Synthetic Enamel paint. Wooden handrail are to be provided on top of handrail with Synthetic Enamel paint. Collapsible Gate will be provided in front of Main Entrance Door of the Flat.

FLOORING : Entire flooring work of the Flat will be finished with standard vitrified tiles of size 2'-0" x 2'-0" and skirting will be of 5" height. (Floor tiles will be of AGL / Somany make).

ELECTRICITY WIRING : All the Electrical wiring shall be of concealed wiring with sufficient electrical point in each room. Wiring will be done by copper wire of "Ranigandha" makes. All electrical switches / Boxes shall be of "Anchor" make modular switch.

KITCHEN : The floor of the kitchen shall be finished with standard Vitrified tiles of size 2'-0" x 2'-0". Kitchen Slab of 2'-0" width will be provided with black Granite Stone fitted with S.S. Sink without drain board. The Dado above the Cooking Platform upto 3'-0" feet height will be fitted with colourful Ceramic Graze Tiles.

TOILET : The Floor of the Toilets will be provided with Antiskid tiles and walls of the toilet upto door height will be finished with Colourful glazed tiles. One white European Commode along with PVC Cistern will be provided in each toilet. Each toilet will further be finished with One Shower point, Two water tap point. (Toilet wall and Floor tiles will be standard Somany / Kajaria make, Basin / Comode will be Parryware / Hindware make) with PVC lowdown Cistern and Toilet fixtures will be Essco make. Pedestal Wash Basin of Parryware / Hindware make will be provided in the Toilet as well as in the Drawing / Dining Space of the Flat.

ELECTRICITY AND ELECTRIC METER : Concealed Copper wiring with provision of 3 (Three) Light Points, 1 (One) Fan Point and 1 (One) 5Amp Plug point in each Bed Room / Drawing and Dining Space apart from provisions of 15 Amp Plug point in Kitchen and Toilet. Each Flat will also be provided with One A. C. point, TV point, Refrigerator point, Geyser point, Washing Machine Point, Kitchen Chimney point, Micro Oven point, Exhaust Fan point, Water Purifier point, Calling Bell point and Conceal TV and Telephone Cable point. All Light, Fan and Plug point will be fitted with Modern Switches. Proportionate Cost of installation of Main Meter of the building including installation cost of the Transformer if any, together with the charges of individual Electric Meter for the Flat are to be borne by the Landowner along with other Flat Owners of the building. Shop Room Space will be provided with electricity and water supply line with provision of 4 (Four) Light points and 2 (Two) Fan points.

WATER CONNECTION : Deep Tube Well of required depth with R. C. C. Overhead water tank will be provided as the water source of the building. One underground R.S.C. Reservoir with Pump will also be provided as alternative source.

LIFT : The Developer at its own costs and arrangements will provide Lift / s in the newly constructed Building having the carrying capacity of minimum 4 (Four) Persons.

EXTRA WORK : Any work other than specified above will be treated as Extra Work. If the Landowners wish to carryout the extra work, advance payment are to be made prior to execution of the work. Rates for extra work will be as per prevailing market rates.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(THE COMMON AREAS/PORCTIONS)

The Common areas and facilities so to be enjoyed by the Landowners along with the other Flat Owners of the building in common and mentioned in the present Agreement shall include :

1. The land on which the building is constructed and all easement right and appurtenances belonging to the land and the building.
2. The foundations, columns, girders, beams, supports, main walls, roof of the building, corridors, lobbies, landings, stairs, Lift and Lift Shaft, fire-escapes and entrance and exit gate of the building.
3. The basements, cellars, yards and storage spaces of the building.
4. The premises for the lodging of Janitors and persons/staff employed for maintenance and management of the building.
5. The Overhead Water Tank, Motor Pump, all Sanitary and Water line pipes and in general other installations relating to operation of common services such as light, water, sewerage line, lavatories and other amenities attached to the land and building.
6. All Plumbing installations used for common services and carriage of water along with such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the land and the building and area necessary for assage to and/or use of the Flats of the building in common by the Co-owners.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(THE COMMON EXPENSES)

The Landowners are to bear and pay proportionately the following expenses along with the other Owners and Occupiers of the building :-

1. All costs of maintenance, operating, replacing, repairing, re-building, whitewashing, painting, decorating, re-decorating, reconstruction and lighting the common portions and the common areas of the building including the main entrance, exit, passages, landings, lobbies, staircase, Lift and Lift shaft of the building as well as the outer walls/part of the building.

IN WITNESS WHEREOF the Parties hereto doth hereunto set and subscribe their respective hand and seal in presence of the Witnesses named herein below on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of :

WITNESSES

1. Anjan Choudhury
42, Dum Dum park
Kolkata - 700055

2. Kalikrishna Dasgupta
5/74/1 Bijaygarh
Kolkata - 700072

Brijadasul Sen Chaudhuri

Mahua Das Gupta

Uma Sen Chowdhury

Anisam Sen Chowdhury

Bishnuraj Sen Choudhury

Nandini Datta Dasgupta
(For Self and as Attorney of the vendor)

Mangik Das Gupta

SIGNATURE OF THE LANDOWNERS
OF THE ONE PART.

HITECH CONSTRUCTION COMPANY

Selina Ganguly, Harmoni Ganguly
Partner

SIGNATURE OF THE DEVELOPER
OF THE OTHER PART.

Drafted by :

Ratnadip Mukherjee
(Mr. Ratnadip Mukherjee)
Advocate,
High Court, Calcutta.

WB/174/1985.

RECEIVED from the within named **Developer** the within mentioned part Payment of the sum of **Rs.60,00,000/- only** out of the Payable "**Non-Refundable Cash Consideration**" amount of **Rs.3,02,00,000/- (Rupees Three Crore and Two Lac) only** so stated herein before, in the manner as follows :

MEMO. OF CONSIDERATION.

By an Account Payee Cheque bearing No.337184 dated 23.09.2016 and drawn upon Indian Overseas Bank, Dum Dum Park Branch, Kolkata - 700 055.	.....	.....	Rs.20,00,000.00
By an Account Payee Cheque bearing No.000062 dated 20.10.2016 and drawn upon HDFC Bank, Dum Dum Park Branch, Kolkata - 700 055.	.....	.....	Rs.14,00,000.00
By an Account Payee Cheque bearing No.000066 dated 20.10.2016 and drawn upon HDFC Bank, Dum Dum Park Branch, Kolkata - 700 055.	.....	.....	Rs.14,00,000.00
By an Account Payee Cheque bearing No.000994 dated 24.09.2018 and drawn upon HDFC Bank, Dum Dum Park Branch, Kolkata - 700 055.	.....	.....	Rs. 6,00,000.00
By an Account Payee Cheque bearing No.000997 dated 25.09.2018 and drawn upon HDFC Bank, Dum Dum Park Branch, Kolkata - 700 055.	.....	.....	Rs. 3,00,000.00
By an Account Payee Cheque bearing No.000998 dated 25.09.2018 and drawn upon HDFC Bank, Dum Dum Park Branch, Kolkata - 700 055.	.....	.....	Rs. 3,00,000.00
		Total	Rs.60,00,000.00

(Rupees Sixty Lac) only.

SIGNED, SEALED AND DELIVERED

at Kolkata in presence of:

WITNESSES:

1. Anjan Choudhury
2. Kalika Prasad Dasgupta

Potgadoshi Sen Choudhury
Maha Das Gupta
Uma Sen Choudhury
Anirban Sen Choudhury
Bibhuti Sen Choudhury
Nandini Sultta Roy
 (For Self and as Attorney of the Vendor etc.)
Anjan Das Gupta

**SIGNATURE OF THE LANDOWNERS
OF THE ONE PART.**

ATURE OF THE
SENTANT/
TANT/SELLER/
ER/CLAIMENT
WITH PHOTO.

UNDER RULE 44A OF THE I.R. ACT, 1908.
N.B. - L.H. BOX-SMALL TO THUMB PRINTS.
R.H. BOX - THUMB TO SMALL PRINTS.



L.H.



R.H.



Hyderabad Sa Chaudhri

TESTED :- *Hyderabad Sa Chaudhri*



L.H.



R.H.



Mahua Das Gupta

TESTED :- *Mahua Das Gupta*

ATURE OF THE
ESSENTANT/
UTANT/SELLER/
YER/CLAIMENT
WITH PHOTO.

UNDER RULE 44A OF THE I.R. ACT, 1908.
N.B. - L.H. BOX-SMALL TO THUMB PRINTS,
R.H. BOX - THUMB TO SMALL PRINTS.



Uma Sen Chowdhury

L.H.					

TESTED :- *Uma Sen Chowdhury*



Anirban Sen Chowdhury

L.H.					

TESTED :- *Anirban Sen Chowdhury*

SIGNATURE OF THE
PRESENTANT/
TUTANT/SELLER/
ETER/CLAIMANT
WITH PHOTO.

UNDER RULE 44A OF THE I.R. ACT, 1908.

N.B. - L.H. BOX-SMALL TO THUMB PRINTS,
R.H. BOX - THUMB TO SMALL PRINTS.



Bik Burtosh Sen Bhandari

L.H.



R.H.



TESTED :- *Bik Burtosh Sen Bhandari*



Nand Lal Roy

L.H.



R.H.



TESTED :- *Nand Lal Roy*

SIGNATURE OF THE
PRESENTANT/
APPLICANT/SELLER/
BUYER/CLAIMANT
WITH PHOTO.

UNDER RULE 44A OF THE I.R. ACT, 1908.
N.B. - L.H. BOX-SMALL TO THUMB PRINTS,
R.H. BOX - THUMB TO SMALL PRINTS.



Handwritten signature

Manjira Das Gupta

L.H.



R.H.



TESTED :: *Manjira Das Gupta*



Handwritten signature

Subin Sengupta

L.H.



R.H.



TESTED ::

Subin Sengupta

ATURE OF THE
SENTANT/
TANT/SELLER/
ECLAIMENT
H PHOTO.

UNDER RULE 44A OF THE I.R. ACT, 1908
N.B. - L.H. BOX-SMALL TO THUMB PRINTS.
R.H. BOX - THUMB TO SMALL PRINTS.



Mousumi Agalye

L.H.						
	R.H.					

TESTED :- Mousumi Agalye



L.H.						
	R.H.					

TESTED :-

Major Information of the Deed

Deed No :	I-1904-10767/2018	Date of Registration	28/09/2018
Query No / Year	1904-0001498224/2018	Office where deed is registered	
Query Date	22/09/2018 4:17:45 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Banibrata Basak High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No : 9331062185, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction Agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 60,00,000/-]		
Set Forth value	Market Value Rs. 2,60,82,261/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article.48(g))	Rs. 60,105/- (Article.E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Lake Town, Municipality: SOUTH DUM DUM, Road: Dum Dum Park., Mouza SnyamNagar, Premises No. 240, Ward No: 02B

Sch No	Plot Number	Khatlan Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2338		Bastu	Bastu	4 Katha		1,32,00,000/-	Width of Approach Road, 20 Ft.
L2	RS-2363		Bastu	Bastu	3 Katha 12 Chatak 20 Sq Ft		1,24,66,667/-	Width of Approach Road, 20 Ft.
TOTAL :						0/-	256,66,667/-	
Grand Total :						0/-	256,66,667/-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
1	On Land L1, L2	715 Sq Ft.	0/-	4,15,594/-	Structure Type: Structure
Gr. Floor, Area of floor : 715 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		715 sq ft	0/-	4,15,594/-	

Major Information of the Deed :- I-1904-10767/2018-28/09/2018

Lord Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Fingerprint	Signature
Shri Priyadarshi Sen Choudhury Son of Late Paritosh Sen Choudhury Executed by: Self, Date of Execution: 28/09/2018 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office	 28/09/2018	 LTI 28/09/2018	 28/09/2018

Plot No. 240, Dum Dum Park, P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BBFPS3610D, Status :Individual, Executed by: Self, Date of Execution: 28/09/2018
 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office

2

Name	Photo	Fingerprint	Signature
Smt Mahua Dasgupta Wife of Shri Kalika Prasad Dasgupta Executed by: Self, Date of Execution: 28/09/2018 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office	 28/09/2018	 LTI 28/09/2018	 28/09/2018



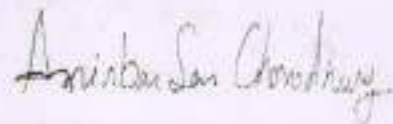
Plot No. 240, Dum Dum Park, P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BNLDP2924H, Status :Individual, Executed by: Self, Date of Execution: 28/09/2018
 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office

3



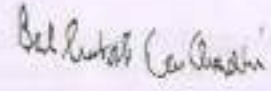
Name	Photo	Fingerprint	Signature
Smt Uma Sen Chowdhury Wife of Late Anutosh Sen Chowdhury Executed by: Self, Date of Execution: 28/09/2018 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office	 28/09/2018	 LTI 28/09/2018	 28/09/2018

Plot No. 240, Dum Dum Park, P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BTZPS1975F, Status :Individual, Executed by: Self, Date of Execution: 28/09/2018
 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office



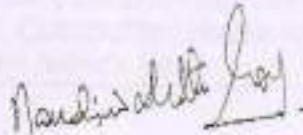
Major information of the Deed :- I-1904-10767/2018-28/09/2018

Name	Photo	Fingerprint	Signature
Shri Anirban Sen Chowdhury Son of Late Anutosh Sen Chowdhury Executed by: Self, Date of Execution: 28/09/2018 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office	 28/09/2018	 LTI 28/09/2018	 28/09/2018

Plot No. 240, Dum Dum Park, P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: BEKPS2587B, Status :Individual, Executed by: Self, Date of Execution: 28/09/2018 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office

Name	Photo	Fingerprint	Signature
Shri Bibhutosh Sen Chowdhury Son of Late Nalini Mohan Sen Chowdhury Executed by: Self, Date of Execution: 28/09/2018 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office	 28/09/2018	 LTI 28/09/2018	 28/09/2018

Plot No. 240, Dum Dum Park, P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AIUPS1810L, Status :Individual, Executed by: Self, Date of Execution: 28/09/2018 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office

Name	Photo	Fingerprint	Signature
Shri Anindo Roy Son of Late Arun Baran Roy Plot No. 240, Dum Dum Park, P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ANEPR1979G, Status :Individual, Executed by: Attorney, Executed by: Attorney	 28/09/2018	 LTI 28/09/2018	 28/09/2018




Name	Photo	Fingerprint	Signature
Smt Nandini Dutta Roy Wife of Shri Sonjoy Dutta Roy Executed by: Self, Date of Execution: 28/09/2018 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office	 28/09/2018	 LTI 28/09/2018	 28/09/2018

Plot No. 240, Dum Dum Park, P.O:- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AFKPD8858A, Status :Individual, Executed by: Self, Date of Execution: 28/09/2018 , Admitted by: Self, Date of Admission: 28/09/2018 ,Place : Office

Major Information of the Deed :- I-1904-10767/2018-28/09/2018

Representative Details :

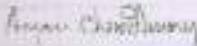
Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Shri Rabin Ganguly (Presentant) Son of Late Sudhir Kumar Ganguly Date of Execution - 28/09/2018, , Admitted by: Self, Date of Admission: 28/09/2018, Place of Admission of Execution: Office			
	Sep 28 2018 2:00 PM	LTI 28/09/2018	28/09/2018
Plot No. 530, Dum Dum Park, P.O.- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: ADTPG7283K Status : Representative, Representative of : HITECH CONSTRUCTION COMPANY (as Partner)			

Name	Photo	Finger Print	Signature
Smt Mousumi Ganguly Wife of Shri Rabin Ganguly Date of Execution - 28/09/2018, , Admitted by: Self, Date of Admission: 28/09/2018, Place of Admission of Execution: Office			
	Sep 28 2018 1:58 PM	LTI 28/09/2018	28/09/2018
Plot No. 530, Dum Dum Park, P.O.- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of India, , PAN No.:: ADNPG3770B Status : Representative, Representative of : HITECH CONSTRUCTION COMPANY (as Partner)			

Identifier Details :

Name & address

Anjan Choudhury Son of Late Tezendra Lal Choudhury 42, Dum Dum Park, P.O.- Bangur Avenue, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700055, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of India, , Identifier Of Shri Priyadarshi Sen Chowdhury, Smt Mahua Dasgupta, Smt Uma Sen Chowdhury, Shri Anirban Sen Chowdhury, Shri Bibhutoh Sen Chowdhury, Smt Nandini Dutta Roy, Smt Manju Dasgupta, Smt Nandini Dutta Roy, Shri Rabin Ganguly, Smt Mousumi Ganguly	28/09/2018
	

Major Information of the Deed :- I-1904-10767/2018-28/09/2018

Transfer of property for L1

From	To. with area (Name-Area)
Shri Priyadarshi Sen Choudhury	HITECH CONSTRUCTION COMPANY-0.825 Dec
Smt Mahua Dasgupta	HITECH CONSTRUCTION COMPANY-0.825 Dec
Smt Uma Sen Chowdhury	HITECH CONSTRUCTION COMPANY-0.825 Dec
Shri Anirban Sen Chowdhury	HITECH CONSTRUCTION COMPANY-0.825 Dec
Shri Bibhutosh Sen Chowdhury	HITECH CONSTRUCTION COMPANY-0.825 Dec
Shri Anindo Roy	HITECH CONSTRUCTION COMPANY-0.825 Dec
Smt Nandini Dutta Roy	HITECH CONSTRUCTION COMPANY-0.825 Dec
Smt Manju Dasgupta	HITECH CONSTRUCTION COMPANY-0.825 Dec

Transfer of property for L2

L.No	From	To. with area (Name-Area)
	Shri Priyadarshi Sen Choudhury	HITECH CONSTRUCTION COMPANY-0.779167 Dec
	Smt Mahua Dasgupta	HITECH CONSTRUCTION COMPANY-0.779167 Dec
	Smt Uma Sen Chowdhury	HITECH CONSTRUCTION COMPANY-0.779167 Dec
	Shri Anirban Sen Chowdhury	HITECH CONSTRUCTION COMPANY-0.779167 Dec
	Shri Bibhutosh Sen Chowdhury	HITECH CONSTRUCTION COMPANY-0.779167 Dec
	Shri Anindo Roy	HITECH CONSTRUCTION COMPANY-0.779167 Dec
	Smt Nandini Dutta Roy	HITECH CONSTRUCTION COMPANY-0.779167 Dec
	Smt Manju Dasgupta	HITECH CONSTRUCTION COMPANY-0.779167 Dec

Transfer of property for S1

L.No	From	To. with area (Name-Area)
	Shri Priyadarshi Sen Choudhury	HITECH CONSTRUCTION COMPANY-89.37500000 Sq Ft
	Smt Mahua Dasgupta	HITECH CONSTRUCTION COMPANY-89.37500000 Sq Ft
	Smt Uma Sen Chowdhury	HITECH CONSTRUCTION COMPANY-89.37500000 Sq Ft
	Shri Anirban Sen Chowdhury	HITECH CONSTRUCTION COMPANY-89.37500000 Sq Ft
	Shri Bibhutosh Sen Chowdhury	HITECH CONSTRUCTION COMPANY-89.37500000 Sq Ft
	Shri Anindo Roy	HITECH CONSTRUCTION COMPANY-89.37500000 Sq Ft
	Smt Nandini Dutta Roy	HITECH CONSTRUCTION COMPANY-89.37500000 Sq Ft
	Smt Manju Dasgupta	HITECH CONSTRUCTION COMPANY-89.37500000 Sq Ft

Major Information of the Deed :- I-1904-10767/2018-28/09/2018

Land or Building Details as received from KMC :

Property Identification by KMC	Registered Deed Details	Owner Details of Property	Land or Building Details
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Endorsement For Deed Number : I - 190410767 / 2018

On 24-09-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,60,82,261/-

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 28-09-2018

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number 45 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13.04 hrs on 28-09-2018, at the Office of the A.R.A. - IV KOLKATA by Shri Rabin Ganguly .

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

Execution is admitted on 28/09/2018 by 1. Shri Priyadarshi Sen Choudhury, Son of Late Paritosh Sen Choudhury, Plot No. 240, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL India, PIN - 700055, by caste Hindu, by Profession Service, 2. Smt Mahua Dasgupta, Wife of Shri Kailka Prasad Dasgupta, Plot No. 240, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL India, PIN - 700055, by caste Hindu, by Profession House wife, 3. Smt Uma Sen Chowdhury, Wife of Late Anutosh Sen Chowdhury, Plot No. 240, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession House wife, 4. Shri Anirban Sen Chowdhury, Son of Late Anutosh Sen Chowdhury, Plot No. 240, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Service, 5. Shri Bibhotosh Sen Chowdhury, Son of Late Nalini Mohan Sen Chowdhury, Plot No. 240, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession Service, 6. Smt Nandini Dutta Roy, Wife of Shri Sonjoy Dutta Roy, Plot No. 240, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession House wife, 7. Smt Manju Dasgupta, Wife of Shri Nemai Dasgupta, Plot No. 240, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by Profession House wife

Identified by Anjan Choudhury, . . Son of Late Tezendra Lal Choudhury, 42, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by profession Service

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

Execution is admitted on 28-09-2018 by Shri Rabin Ganguly, Partner, HITECH CONSTRUCTION COMPANY (Partnership Firm), Plot No. 556, Dum Dum Park, P.O:- Bangur Avenue, P.S:- Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700055

Identified by Anjan Choudhury, . . Son of Late Tezendra Lal Choudhury, 42, Dum Dum Park, P.O: Bangur Avenue, Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by profession Service

Execution is admitted on 28-09-2018 by Smt Mousumi Ganguly, Partner, HITECH CONSTRUCTION COMPANY (Partnership Firm), Plot No. 556, Dum Dum Park, P.O:- Bangur Avenue, P.S:- Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700055

Major Information of the Deed :- I-1904-10767/2018-28/09/2018

by Anjan Choudhury, . Son of Late Tezendra Lal Choudhury, 42, Dum Dum Park, P.O. Bangur Avenue,
Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055. by caste Hindu, by profession Service

acted by Attorney

by Smt Nandini Dutta Roy, . Wife of Shri Sonjoy Dutta Roy, Plot No. 240, Dum Dum Park, P.O. Bangur
Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by
House wife as the constituted attorney of Shri Anindo Roy Plot No. 240, Dum Dum Park, P.O. Bangur
Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055 is admitted by him

by Anjan Choudhury, . Son of Late Tezendra Lal Choudhury, 42, Dum Dum Park, P.O. Bangur Avenue,
Thana: Lake Town, , North 24-Parganas, WEST BENGAL, India, PIN - 700055, by caste Hindu, by profession Service

Payment of Fees

certified that required Registration Fees payable for this document is Rs 60,105/- (B = Rs 60,000/- , E = Rs 21/- , I = Rs
M(a) = Rs 25/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 60,105/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 26/09/2018 11:16AM with Govt. Ref. No: 192018190291559851 on 26-09-2018, Amount Rs: 60,105/-
Bank: HDFC Bank (HDFC0000014), Ref. No. 611886706 on 26-09-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 500/-,
by online = Rs 39,521/-
Description of Stamp
Stamp: Type: Impressed, Serial no 4196, Amount: Rs.500/-, Date of Purchase: 25/09/2018, Vendor name: M Dutta
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 26/09/2018 11:16AM with Govt. Ref. No: 192018190291559851 on 26-09-2018, Amount Rs: 39,521/-
Bank: HDFC Bank (HDFC0000014), Ref. No. 611886706 on 26-09-2018, Head of Account 0030-02-103-003-02

Asit Kumar Joarder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

Hitech Construction Company

Partner

Major Information of the Deed :- I-1904-10767/2018-28/09/2018

Partner

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2018, Page from 422321 to 422382
being No 190410767 for the year 2018.



Digitally signed by TRIDIP MISRA
Date: 2018.10.11 16:52:08 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 11-10-2018 16:51:16
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

Hitech Construction Company

Partner

(This document is digitally signed.)