

10441/15

10964/2015



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL



U 621720

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

Additional Registrar of Assurances-II, Kolkata

08/12/15

Chinmoy Kr. Chakrabarti
Chakrabarti

DEVELOPMENT AGREEMENT

1. Date: 4th December 2015
2. Place: Kolkata
3. Parties:

Chinmoy Kr. Chakrabarti

Chinmoy Kr. Chakrabarti
Chakrabarti

Podar
Aas

Somnath Chakrabarti

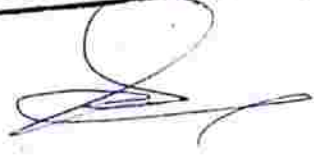
Podar
Aas
S

172415

SAHA & RAY
Advocates

NAME.....9A/1, 3rd Floor, Hastings Chambers
ADD.....7C, Kiran Shankar Roy Road
Rs.....Kolkata-700001

16 MAR 2015
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1



Deputy Commr

16 MAR 2015
16 MAR 2015



REGISTRAR
OF ASSURANCES-II, KOLKATA
24 DEC 2015








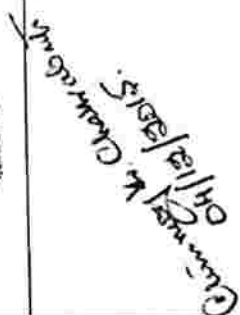



Government of West Bengal

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

OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19020001039482/2015

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Debkisor Chakrabarti 3/1, Asutosh Sil Lane, P.O:- Amherst Street, P.S:- Amherst Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009	Land Lord		8822 	 04.12.2015
2	Chinmoy Kumar Chakrabarti 3/1, Asutosh Sil Lane, P.O:- Amherst Street, P.S:- Amherst Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009	Land Lord		8829 	 Chinmoy K. Chakrabarti 04/12/2015
3	Somnath Chakrabarti 3/1, Asutosh Sil Lane, P.O:- Amherst Street, P.S:- Amherst Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009	Land Lord		8824 	 Somnath Chakrabarti 04.12.2015






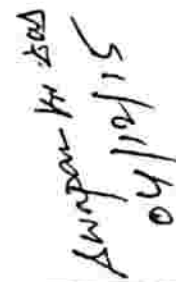



1.5

Sl	Name of
No.	
4	



ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
4 DEC 2015

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Anindya Sengupta 175J, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:- South 24-Parganas, West Bengal, India, PIN - 700054	Representative of Developer [AKMA Engineers & Architects]		8821 	 04/12/15
5	Swapan Kumar Das 173 Mahajali Nagar, Block/Sector: 2, P.O:- Birati, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700051	Representative of Developer [AKMA Engineers & Architects]		8825 	 04/12/15
6	Kanti Ranjan Poddar 12 Bangur Avenue, Block/Sector: C, Flat No: 3B, P.O:- Bangur, P.S:- Lake Town, District:- North 24-Parganas, West Bengal, India, PIN - 700055	Representative of Developer [AKMA Engineers & Architects]		8828 	 04/12/15

Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	Sikha Chakrabarti Wife of Debkisor Chakrabarti 3/1, Asutosh Sil Lane, P.O:- Amherst Street, P.S:- Amherst Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009	Debkisor Chakrabarti, Chinmoy Kumar Chakrabarti, Somnath Chakrabarti, Anindya Sengupta, Swapan Kumar Das, Kanti Ranjan Poddar	<i>Sikha Chakrabarti</i> 04.12.2015

(Ashoke Kumar Biswas)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
II KOLKATA
Kolkata, West Bengal



সরকার
GOVERNMENT OF INDIA



চিন্ময় কুমার চক্রবর্তী
Chinmoy Kumar Chakrabarti
পিতা: রাদ্ধা জীবন চক্রবর্তী
Father: RADHA JIBAN CHAKRABARTI

জন্ম তারিখ/Year of Birth: 1956
লিঙ্গ/Male



3727 4058 8337

স্বাক্ষর সাধারণ মানুষের অধিকার



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

WB/22/158/378511



নির্বাচকের নাম : চিন্ময় কুমার চক্রবর্তী
Elector's Name : Chinmoy Kumar Chakrabarti
পিতার নাম : রাদ্ধা জীবন চক্রবর্তী
Father's Name : Radha Jiban Chakrabarti
লিঙ্গ/Sex : পুরু/ M
জন্ম তারিখ/Date of Birth : 19/01/1956

Chinmoy K. Chakrabarti

স্থায়ী লেখা সংখ্যা

/PERMANENT ACCOUNT NUMBER

ABWPC3726C



নাম /NAME
CHINMOY KUMAR CHAKRABARTI

পিতা का नाम /FATHER'S NAME
RADHA JIBAN CHAKRABARTY

জন্ম তারিখ /DATE OF BIRTH
19-01-1956

স্বাক্ষর /SIGNATURE

Chinmoy K. Chakrabarti

R. Das

অধিকার আয়ুক্ত, প.সং. 11

COMMISSIONER OF INCOME-TAX, W.B.-11

Chinmoy K. Chakrabarti



ভারতীয় পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

উদ্দেশ্য: এ-সি, কলকাতা, পশ্চিম
বঙ্গ সরকারের আওতাধীন
পশ্চিমবঙ্গ, 700009

Address: M1, ASHUTOSH
SIL LANE, Raja Ram Mohan
Sarani S.O. Raja Ram
Mohan Sarani, Kolkata, West
Bengal, 700009

1947
1800 180 1947

helpline@uidai.gov.in

www.uidai.gov.in

P.O. Box No.1947,
Bengaluru-560 001

WRP/2013/58/378511

তারিখ: 07/12/2013
3/1, আশুতোষ সিল লেন, কলকাতা সিটি কর্পোরেশন
অফিস: আমহেরস্ট স্ট্রিট, কলকাতা-700009

Address:
M1, ASHUTOSH SIL LANE, KOLKATA
MUNICIPAL CORPORATION, AMHERST
STREET, KOLKATA-700009

Date: 07/12/2013

165 জরাসঙ্ক গোষ্ঠী নির্বাচন কেন্দ্রের নির্বাচন নিয়ন্ত্রক
ব্যক্তিগত স্বাক্ষরের অনুমতি
Facsimile Signature of the Electoral
Registration Officer for
165 Jorasanko Constituency

নিম্নলিখিত কার্ডটি হলো মূলতঃ উল্লিখিত স্থানে স্থানান্তরিত হওয়া বা অন্য
কোন কারণে ঠিকানা পরিবর্তন পাওয়ার জন্য নির্ধারিত কার্ডের
পরিবর্তন সাধন করার জন্য।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with new number.

700009

इस कार्ड के खोलने/विना नाम पर कृपया जारी करने
वाले प्राधिकारी को सूचित/वापस कर दें
सहायक आयकर अधिकारी,
पी-7,
चौरंगी एरिया,
कलकत्ता - 700 084.

In case this card is used found, kindly inform/return to
the issuing authority:
Assistant Commissioner of Income-tax,
P-7,
Chowringhee Square,
Calcutta- 700 084



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

(EXI 0647420)



নাম : দেবকিশোর চক্রবর্তী

Director's Name : Debkisor Chakraborty

পিতার নাম : ননীগোপাল চক্রবর্তী

Father's Name : Nanigopal Chakraborty

সঙ্গ / স্ত্রী : পুং / M

জন্ম তারিখ : 23/11/1945

Date of Birth

Debchakraborty

XF0647420

ঠিকানা:
3/1 অশুতosh সিল লেন 27 আমহের্সট স্ট্রিট কলকাতা
700009

Address:
3/1 ASUTOSH SIL LANE 27 AMHERST
STREET Kolkata 700009

Date: 03/08/2007
০৩-০৮-২০০৭
নির্বাচন ক্ষেত্রে নির্বাচক নিবন্ধন
কার্যক্রমের আওতায় অনুমতি
স্বাক্ষরিত
Signature of the Electoral
Registration Officer for
158-Burlata Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম
ভোগ্য ক'র নতুন নম্বরের নতুন সঠিক পরিচয়পত্র পাওয়ার
জন্য নির্বাচন ক্ষেত্রে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.



Shanku Ghosh





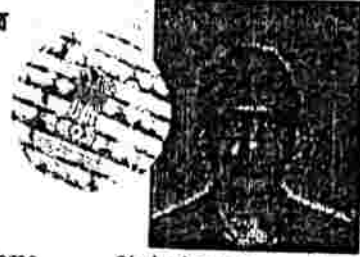
ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB / 22, / 158 / 378724

পরিচয় পত্র



Elector's Name

নির্বাচকের নাম

Chakraborty Somenath

চক্রবর্তী সোমনাথ

Father/Mother/

Husband's Name

পিতা/মাতা/স্বামীর নাম

Haridas

হরিদাস

Sex

লিঙ্গ

M

পুং

Age as on 1.1.1995

১.১.১৯৯৫-এ বয়স

54

৫৪

Somnath Chakraborti
Somnath Chakraborti

Address
3/1, Asutosh Sil Lane, Calcutta.

ঠিকানা
৩/১, অশুতোষ সীল লেন, কলিকাতা।



Facsimile Signature
Electoral Registration Officer
নির্বাচন-নিবন্ধন আধিকারিক

For 158, BURTOLA
Assémby Constituency
১৫৮, বর্তুলা
বিধানসভা নির্বাচন কেন্দ্র

Place CALCUTTA
স্থান কলিকাতা
Date 19.10.95
তারিখ ১৯.১০.৯৫



Somnath Chakrabarti
Somnath Chakrabarti

ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA
4 DEC 2015



ভাৰাটের নিৰ্বাচন কমিশন
পৰিচয় পত্ৰ
ELECTION COMMISSION OF INDIA
IDENTITY CARD
CXF0647438



নিৰ্বাচকের নাম : সিকা চক্রবর্তী
Elector's Name : Sikha Chakraborty
স্বামীর নাম : দেবকিশোর চক্রবর্তী
Husband's Name : Debkisor Chakraborty
লিঙ্গ / Sex : স্ত্রী / F
জন্ম তারিখ : 27/09/1955
Date of Birth : 27/09/1955

Sikha Chakraborty .

CXF0647438

ঠিকানা:

3/1 আসশোষ শিল লেন 27 আমহার্স্ট স্ট্রিট কলকাতা
700006

Address:

3/1 ASUTOSH SIL LANE 27 AMHERST
STREET Kolkata 700006

Date: 10/08/2007

158-বড়তলা নির্বাচন ক্ষেত্রের নির্বাচক নিবন্ধন
আধিকারিকের স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral
Registration Officer for
158-Burdola Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম
ভোলা ও একই নম্বরের নতুন সচিত্র পরিচয়পত্র পাওয়ার
জন্য নিম্নলিখিত ফর্ম এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।
In case of change in address mention this Card No.
In the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

07/07/19



Sikha Chakraborty



ADDITIONAL REGISTRAR
OF ASSURANCE-II, KOLKATA

24 DEC 2015

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD
JSC2865640



নির্বাচকের নাম : অনিন্দ্যা সেনগুপ্ত

Elector's Name : Anindya Sengupta

পিতার নাম : অরুণকাণ্ঠি সেনগুপ্ত

Father's Name : Arunkanti Sengupta

লিঙ্গ / Sex : পুং / M

জন্ম তারিখ : 09/04/1971
Date of Birth

JSC2865640

ঠিকানা:

175জি সতীন সেন সরানী 31 ফুলবাগান কলকাতা
700054

Address:

175J SATIN SEN SARANI. 31
Phoolbagan Kolkata 700054

Date: 21/08/2007

159-মানিকতলা নির্বাচন ক্ষেত্রের নির্বাচক নিবন্ধন
আধিকারিকের স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral
Registration Officer for
159-Maniktola Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিষ্টে নাম
ভেঁলা ও একই নম্বরের নতুন সচিব পরিচয়পত্র পাওয়ার
জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।
In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

102/1337

Anindya Sengupta



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD
DKN2983302



নির্বাচকের নাম : কান্তি পোদার

Elector's Name : Kantil Podder

শিতার নাম : ললিতমোহন পোদার

Father's Name : Lalitmohan Podder

লিঙ্গ / Sex : পুং / M

জন্ম তারিখ : XX / XX / 1964
Date of Birth

DKN2983302

ঠিকানা:
12সি ৯৮টি-৩বি বাঙ্গুর এভিনিউ, ব্লক-সি, লেক টাউন
উত্তর ২৪ পরগণা ৭০০৫৫

Address:
12C FL-3B Bangur Avenue, Block-C,
LAKE TOWN North 24 Parganas 700055

Date: 31/08/2007

139-বেলগাছিয়া পূর্ব নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন
আধিকারিকের স্বাক্ষরের অনুকৃতি

Facsimile Signature of the Electoral
Registration Officer for


139-Belgachia East Constituency



ঠিকানা পরিবর্তন হলে নতুন ঠিকানাঘ ভোটার লিষ্টে নাম
তোলা ও একই নামের নতুন সংশ্লিষ্ট পরিচয়পত্র পাওয়ার
জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন।

In case of change in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number.

189/0381

Kantil Podder


 ভারতের নির্বাচন কমিশন
 পরিচয় পত্র
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 BWC4060125

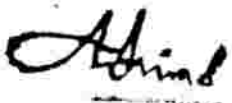



নির্বাচকের নাম : স্বপন কুমার দাস
 Elector's Name : Swapan Kumar Das
 পিতার নাম : কমল চন্দ্র দাস
 Father's Name : Kamal Chandra Das
 লিঙ্গ/Sex : পুং / M
 জন্ম তারিখ : XX / XX / 1973
 Date of Birth : XX / XX / 1973

BWC4060125

ঠিকানা :
 ১০ নিউরোড ১২ নিমতা উত্তর ২৪ পরগণা
 ৭০০০৫১

Address:
 10 Newroad 12 Nimta North 24
 Parganas 700051



Date : 31/08/2007
 ১৩৮ নম্বর নির্বাচন কেন্দ্রের নির্বাচন নিবন্ধক
 অফিসারের স্বাক্ষরের অনুমতি
 Facsimile Signature of the Electoral
 Registration Officer for
 138 Dum Dum Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিস্টে নাম
 তোলার ও প্রকৃত নামের নতুন পত্রিকা পরিচালনা পত্রিকার
 জন্য নির্দেশ করা এই পরিচয়পত্রের নথিতে উল্লেখ করুন।
 In case of change in address mention this Card No.
 in the relevant form for including your name in the
 roll at the changed address and to obtain the card
 with same number.

031-0844



- 3.1 **Debkisor Chakrabarti**, son of Late Nani Gopal Chakrabarti, by faith Hindu, by occupation Retired Person, nationality Indian, residing at 3/1, Asutosh Sil Lane, Post Office Amherst Street, Kolkata-700009, Police Station Amherst Street (PAN ADDPC2348D)
- 3.2 **Chinmoy Kumar Chakrabarti**, son of Late Radha Jiban Chakrabarti, by faith Hindu, by occupation Retired Person, nationality Indian, residing at 3/1, Asutosh Sil Lane, Post Office Amherst Street, Kolkata-700009, Police Station Amherst Street (PAN ABWPC3726C)
- 3.3 **Somnath Chakrabarti**, son of Late Haridas Chakrabarti, by faith Hindu, by occupation Retired Person, nationality Indian, residing at 3/1, Asutosh Sil Lane, Post Office Amherst Street, Kolkata-700009, Police Station Amherst Street (PAN ANEPC7756N)

(collectively **Owners**, includes successors-in-interest and/or assigns)

And

- 3.4 **AKMA Engineers & Architects**, a partnership firm having its office at 175J, Maniktala Main Road, Post Office Kankurgachi, Kolkata-700054, Police Station Phool Bagan, (PAN ACGFS0035F), represented by its Partners (1) **Anindya Sengupta**, son of Arun Kanti Sengupta, by faith Hindu, by occupation Business, nationality Indian, of 175J, Maniktala Main Road, Post Office Kankurgachi, Kolkata-700054, Police Station Phool Bagan [PAN AJBPS2886C] (2) **Swapan Kumar Das**, son of Kamal Chandra Das, by faith Hindu, by occupation Business, nationality Indian, of Block-2, Mahajati Nagar, Holding No. 173, Post Office Birati, Kolkata-700051, Police Station Nimta [PAN AQLPD6950D] (3) **Kanti Ranjan Poddar**, son of Late Lalit Mohan Poddar, by faith Hindu, by occupation Business, nationality Indian, of Flat No. 3B, Block-C, 12, Bangur Avenue, Post Office Bangur, Kolkata-700055, Police Station Lake Town [PAN AFVPP4272P]

(**Developer**, includes successors-in-interest and/or assigns).

Owners and Developer individually **Party** and collectively **Parties**.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

4. Subject Matter of Agreement

- 4.1 **Development of Said Premises:** Understanding between the Owners and the Developer with regard to development (in the manner specified in this Agreement) of land measuring 8 (eight) *cottah* 9 (nine) *chittack* 35 (thirty five) square feet **together with** brick built structures measuring 4000 (four thousand) square feet thereon situate, lying at and being Municipal Premises No. 3/1, Asutosh Sil Lane, Post Office Amherst Street, Kolkata-700009, Police Station Amherst Street, within Ward No. 27 of the Kolkata Municipal Corporation (**KMC**), Registration District Registrar of Assurances Kolkata, District Kolkata, more fully described in the **1st Schedule** below (**Said Premises**), by construction of a ready-to-use new residential building on the Said Premises (**New Building**).



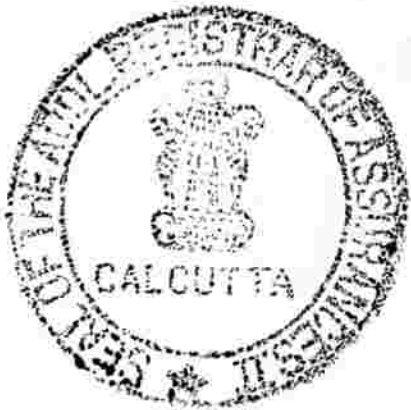
Somnath Chakrabarti ²

Chinmoy K. Chakrabarti

K. Poddar

Aray





✓
ADDITIONAL REGISTRAR
OF ASSURANCES-II, KOLKATA.
4 DEC 2015

- 4.2 **Allocation and Demarcation of respective Entitlements:** Allocation and demarcation of the respective entitlements of the Owners and the Developer in the New Building to be constructed on the Said Premises as per the terms and conditions enumerated in this Agreement.
5. **Representations, Warranties and Backgrounds**
- 5.1 **Ownership of Bipin Behari Chakrabarti:** Bipin Behari Chakrabarti was the sole and absolute owner of the Said Premises, free from all encumbrances.
- 5.2 **Demise of Bipin Behari Chakrabarti:** Bipin Behari Chakrabarti, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* in the year 1942, leaving behind him surviving, his wife, Pashani Debi, his 5 (five) sons, namely, (1) Chaitanya Das Chakrabarti, (2) Nani Gopal Chakrabarti, (3) Radha Jiban Chakrabarti, (4) Gour Chandra Chakrabarti and (5) Nityananda Chakrabarti, as his legal heirs and heiress, who jointly and in equal share inherited the right, title and interest of Late Bipin Behari Chakrabarti in the Said Premises, free from all encumbrances. Said Bipin Behari Chakrabarti, since deceased, also had 2 (two) daughters, namely, (1) Purna Chakrabarti and (2) Manjari Bhattacharya but they did not get any share in the Said Premises since Indian Succession Act, 1956, was not introduced at that point of time.
- 5.3 **Demise of Pashani Debi:** Pashani Debi, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* on 25th September, 1976, leaving behind her surviving, her 5 (five) sons, namely, (1) Chaitanya Das Chakrabarti, (2) Nani Gopal Chakrabarti, (3) Radha Jiban Chakrabarti, (4) Gour Chandra Chakrabarti and (5) Nityananda Chakrabarti and her 2 (two) daughters, namely, (1) Purna Chakrabarti and (2) Manjari Bhattacharya, as her legal heirs and heiresses, who jointly and in equal share inherited the right, title and interest of Pashani Debi in the Said Premises as per the provisions of Indian Succession Act, 1956.
- 5.4 **Demise of Nityananda Chakrabarti:** Nityananda Chakrabarti, a Hindu bachelor, governed by the *Dayabhaga* School of Hindu Law, died *intestate* on 7th September, 1987, leaving behind him surviving, his 4 (four) brothers, namely, (1) Chaitanya Das Chakrabarti, (2) Nani Gopal Chakrabarti, (3) Radha Jiban Chakrabarti and (4) Gour Chandra Chakrabarti and his two sisters, namely, (1) Purna Chakrabarti and (2) Manjari Bhattacharya, as his legal heirs and heiresses, who jointly and in equal share inherited the right, title and interest of Late Nityananda Chakrabarti in the Said Premises as per the provisions of the Indian Succession Act, 1956.
- 5.5 **Demise of Nani Gopal Chakrabarti:** Nani Gopal Chakrabarti, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* on 26th January, 1994, leaving behind him surviving his only son, Debkisor Chakrabarti (Owner No. 3.1 hereinabove), as his only legal heir and heiress, who jointly and in equal share inherited the right, title and interest of Late Nani Gopal Chakrabarti in the Said Premises as per the provisions of the Indian Succession Act, 1956.



Somnath Chakrabarti

Chinmay Chakrabarti

3

K. P. Das

A. G.



- 5.6 **Demise of Radha Jiban Chakrabarti:** Radha Jiban Chakrabarti, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* on 22nd December, 1995, leaving behind him surviving, his wife, Ashima Chakrabarti and his only son, Chinmoy Kumar Chakrabarti (Owner No. 3.2 hereinabove), as his only legal heir and heiress, who jointly and in equal share inherited the right, title and interest of Late Radha Jiban Chakrabarti in the Said Premises as per the provisions of the Indian Succession Act, 1956.
- 5.7 **Demise of Ashima Chakrabarti:** Ashima Chakrabarti, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* leaving behind her surviving her only son, Chinmoy Kumar Chakrabarti (Owner No. 3.2 hereinabove), as her only legal heir, who solely inherited the right, title and interest of Late Ashima Chakrabarti in the Said Premises as per the provisions of the Indian Succession Act, 1956.
- 5.8 **Demise of Chaitanya Das Chakrabarti:** Chaitanya Das Chakrabarti, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *testate* on 25th May, 1998, leaving behind him a Will (**Will of Chaitanya**), where he bequeathed all his right, title and interest in the Said Premises to his nephew, Debkisor Chakrabarti (Owner No. 3.1 hereinabove) and Chinmoy Kumar Chakrabarti (Owner No. 3.2 hereinabove).
- 5.9 **Probate of Will of Chaitanya:** Debkisor Chakrabarti (Owner No. 3.1 hereinabove) obtained Probate of the Will of Chaitanya from the Learned Chief Judge, City Civil Court, at Kolkata, in Probate Case No. 91 of 1999 on 12th July, 2001 and Debkisor Chakrabarti (Owner No. 3.1 hereinabove) and Chinmoy Kumar Chakrabarti (Owner No. 3.2 hereinabove) became the joint and absolute owners of the undivided share of Chaitanya Das Chakrabarti in the Said Premises without any objection from the other co-sharers of the Said Premises.
- 5.10 **Demise of Manjari Bhattacharya:** Manjari Bhattacharya, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* on 30th December, 2000, leaving behind her surviving, her 2 (two) daughters, namely, (1) Manisha Chatterjee and (2) Anubha Bhattacharya and her only son, Subrata Bhattacharya, as her only legal heiresses and heir, who jointly and in equal share inherited the right, title and interest of Late Manjari Bhattacharya in the Said Premises as per the provisions of the Indian Succession Act, 1956.
- 5.11 **Demise of Manisha Chatterjee:** Manisha Chatterjee, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* on 21st May, 2007, leaving behind her surviving, her 2 (two) sons, namely, (1) Jagaran Chatterjee and (2) Jishnu Chatterjee and her only daughter, Muroti Chatterjee (collectively **Legal Heirs of Manisha Chatterjee**), as her only legal heirs and heiress, who jointly and in equal share inherited the right, title and interest of Late Manisha Chatterjee in the Said Premises as per the provisions of the Indian Succession Act, 1956.



Somnath Chakrabarti.


Chinmoy K. Chakrabarti.

Rfodco

Aves



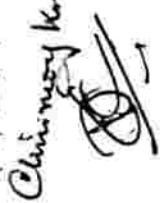
- 5.12 **Demise of Purna Chakrabarti:** Purna Chakrabarti, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died intestate on 4th June, 2009, leaving behind her surviving her 2 (two) sons, (1) Samir Chakrabarti and (2) Somnath Chakrabarti (Owner No. 3.2 hereinabove) as her only legal heirs, who jointly and in equal share inherited the right, title and interest of Late Purna Chakrabarti in the Said Premises as per the provisions of the Indian Succession Act, 1956.
- 5.13 **Demise of Gour Chandra Chakrabarti:** Gour Chandra Chakrabarti, a Hindu governed by the *Dayabhaga* School of Hindu Law, died *testate* on 17th February, 2009, leaving behind him a Will (**Will of Gour**), where he bequeathed all his right, title and interest in the Said Premises to his nephew, Debkisor Chakrabarti (Owner No. 3.1 hereinabove).
- 5.14 **Probate of Will of Gour:** Debkisor Chakrabarti (Owner No. 3.1 hereinabove) obtained Probate of the Will of Gour from the Learned Chief Judge, City Civil Court, at Kolkata, in Probate Case No. 39 of 2012 on 14th May, 2014 and became the sole and absolute owner of the undivided share of Gour Chandra Chakrabarti in the Said Premises without any objection from the other co-sharers of the Said Premises.
- 5.15 **Deed of Gift by Samir Chakrabarti:** By a Deed of Gift dated 10th March, 2012, registered in the Office of the Additional Registrar of Assurance-II, Kolkata, in Book No. I, CD Volume No. 13, at Pages 1811 to 1826, being Deed No. 03068 for the year 2012, Samir Chakrabarti out of his natural love and affection to his cousin, Debkisor Chakrabarti (Owner No. 3.1 hereinabove) gifted and transferred entirety of his share in the Said Premises, free from all encumbrances.
- 5.16 **Deed of Gift by Legal Heirs of Manisha:** By a Deed of Gift dated 10th March, 2012, registered in the Office of the Additional Registrar of Assurance-II, Kolkata, in Book No. I, CD Volume No. 13, at Pages 1827 to 1842, being Deed No. 03069 for the year 2012, Legal Heirs of Manisha out of their natural love and affection to their uncle, Debkisor Chakrabarti (Owner No. 3.1 hereinabove) jointly gifted and transferred entirety of their shares in the Said Premises, free from all encumbrances.
- 5.17 **Demise of Anubha Bhattacharya:** Anubha Bhattacharya, a Hindu, governed by the *Dayabhaga* School of Hindu Law, died *intestate* on 20th March, 2013, leaving behind her surviving, her husband, Sunil Kumar Bhattacharya and her only son, Anindya Bhattacharya and her only daughter, Sagarika Banerjee (collectively **Legal Heirs of Anubha**), as her only legal heirs and heiress, who jointly and in equal share inherited the right, title and interest of Late Anubha Bhattacharya in the Said Premises as per the provisions of the Indian Succession Act, 1956.
- 5.18 **Deed of Gift by Legal Heirs of Anubha:** By a Deed of Gift dated 2nd December, 2015, registered in the Office of the Additional Registrar of Assurance-II, Kolkata, in Book No. I, being Deed No. 10928 for the year 2015, Legal Heirs of Anubha out of their natural love and affection to their uncle, Debkisor Chakrabarti (Owner No. 3.1 hereinabove) jointly gifted and transferred entirety of their shares in the Said Premises, free from all encumbrances.

 Somnath Chakrabarti
Somnath Chakrabarti

5


Anubha



Chimney K. Chakrabarti


Chinmoy K. Chakrabarti
P.P.

- 5.19 **Deed of Gift by Subrata Bhattacharya:** By a Deed of Gift dated 2nd December, 2015, registered in the Office of the Additional Registrar of Assurance-II, Kolkata, in Book No. I, being Deed No. 10889 for the year 2015, Subrata Bhattacharya out of his natural love and affection to his uncle, Debkisor Chakrabarti (Owner No. 3.1 hereinabove) jointly gifted and transferred entirety of his share in the Said Premises, free from all encumbrances.
- 5.20 **Absolute Ownership of the Owners:** By virtue of the above events and circumstances, the Owners have become the joint and absolute owners of the Said Premises, free from all encumbrances.
- 5.21 **Owners have Marketable Title:** The right, title and interest of the Owners in the Said Premises are free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and *lis pendens*.
- 5.22 **Owners to ensure Continuing Marketability:** The Owners shall ensure that the Owners' title to the Said Premises continues to remain marketable and free from all encumbrances till the completion of the development of the Said Premises.
- 5.23 **No Previous Agreement:** The Owners have not entered into any agreement for sale or lease or transfer or development of the Said Premises with any person or persons. It is clarified that even if any agreement has been entered into between the Owners and any third party, such agreement shall stand cancelled after execution of this Agreement and if any payment has to be made to such third party shall be the responsibility of the Owners.
- 5.1.1 **No Requisition or Acquisition:** The Said Premises is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.
- 5.1.2 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 5.1.3 **No Prejudicial Act:** The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.2 **Developer's Representations:** The Developer has represented and warranted to the Owners as follows:
- 5.2.1 **Infrastructure and Expertise of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.2.2 **Financial Arrangement:** The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Premises, *inter alia* by way of construction of the New Building on the Said Premises.
- 5.2.3 **No Abandonment:** The Developer shall not abandon, delay or neglect the project of development of the Said Premises and shall accord the highest priority, financial as well as infrastructural, to the development of the Said Premises.



Somnath Chakrabarti

Chinmoy K. Chakrabarti

6




5.2.4 **Developer has Authority:** The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.

5.3 **Decision to Develop:** The Owners decided to develop the Said Premises. Pursuant thereto, preliminary discussions were held with the Developer for taking up the development of the Said Premises by constructing the New Building (**Project**).

5.4 **Finalization of Terms Based on Reliance on Representations:** Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superceding all previous correspondence and agreements (oral or written) between the Parties] for the Project are being recorded by this Agreement.

6. Basic Understanding

6.1 **Development of Said Premises by Construction of New Building:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Premises by construction of the New Building thereon on co-venture basis, with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs.

6.2 **Nature and Use of New Building:** The New Building shall be constructed in accordance with architectural plan (**Building Plans**) to be prepared by an architect appointed by the Developer (**Architect**) and sanctioned by the KMC and other statutory authorities concerned with sanction (collectively **Planning Authorities**), as a ready-to-use residential building with specified areas, amenities and facilities to be enjoyed in common.

7. Appointment and Commencement

7.1 **Appointment:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners hereby appoint the Developer as the developer of the Said Premises with right to execute the Project and the Developer hereby accepts the said appointment by the Owners.

7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

8. Sanction and Construction

8.1 **Sanction of Building Plans:** The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1) full potential of FAR of the Said Premises shall be utilized for construction of the New Building (2) the Developer shall be responsible for obtaining all sanctions, permissions, clearances and approvals required for the Project (including final sanction of the Building Plans and Occupancy

✓ Chinnmoy Kr. Chakrabarti
S

Somnath Chakrabarti

R. Podder
SOM


S

Certificate) and (3) all costs and fees for sanctions, permissions, clearances and approvals shall be borne and paid by the Developer.

- 8.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants to complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.
- 8.3 **Construction of New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, demolish the existing building on the Said Premises and construct, erect and complete the New Building on the Said Premises comprising of a residential building and Common Portions (defined in Clause 8.5 below), in accordance with the sanctioned Building Plans. The debris arising out of the demolition of the existing building on the Said Premises or the value thereof shall belong exclusively to the Developer and the Owners shall have no claim thereon.
- 8.4 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that after sanction of the Building Plans the Developer shall commence the foundation work of the New Building within 30 (thirty) days from the Owners vacating the Said Premises and demolition of all existing structures on the Said Premises and the Developer shall construct, erect and complete the New Building within a period of 24 (twenty four) months from the commencement of foundation work (**Completion Time**). It is further agreed between the Parties that the Completion Time can be extended by 6 (six) months by the Developer (**Extended Time**) and for such extension, the Owners shall not claim any damages from the Developer **provided however** the Developer shall not be liable for any delay in completing the Project due to Force Majeure (explained in Clause 24 below).
- 8.5 **Common Portions:** The Developer shall at its own costs, install and erect in the New Building common areas, amenities and facilities such as stairways, lifts, passages, common lavatory, electric meter room, pump room, reservoir, overhead water tank, water pump and motor, water connection, drainage connection and sewerage connection as per the sanctioned Building Plans and other facilities required for establishment, enjoyment and management of the New Building (collectively **Common Portions**). For permanent electric connection to the flats and other spaces in the New Building (**Flats**), the intending purchasers (collectively **Transferees**) shall pay the deposits demanded by CESC Limited and other agencies and the Owners shall also pay the same for the Flats in the Owners' Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferees includes the Owners and the Developer, to the extent of unsold or retained Flats in the New Building.
- 8.6 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Building but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 8.7 **Temporary Connections:** The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and

Chinnay K. Chakrabarti
Sommeth Chakrabarti

B. P. Das
A. Das

R.

S.

sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Premises, upon payment of all usage charges.

8.8 **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer in consultation with the Owners, within the permissible limits of the Planning Authorities and/or sanctioned under Rule 25 of the KMC Building Rules.

8.9 **Co-operation by Owners:** The Owners shall not indulge in any activities which may be detrimental to the development of the Said Premises and/or which may affect the mutual interest of the Parties. The Owners shall provide all co-operation that may be necessary for successful completion of the Project.

9. Possession and Alternative Accommodations

9.1 **Vacating by Owners:** Subject to the Developer meeting the obligation mentioned in Clause 9.2 below, within 30 (thirty) days of sanction of the Building Plans, the Owners shall vacate the entirety of the Said Premises and hand over *khas*, vacant and peaceful possession thereof to the Developer, for the purpose of execution of the Project.

9.2 **Alternative Accommodations:** The Developer shall provide to the Owner No. 3.2 1 (one) 3-bedroom flat and Owner No. 3.1 1 (one) 2-bedroom flat (collectively **Alternative Accommodations**). With regard to the Alternative Accommodations, it is clarified as follows:

9.2.1 **Location:** The Alternative Accommodations will be in a nearby locality.

9.2.2 **Rent and Outgoings:** The rents for the Alternative Accommodations shall be paid by the Developer to the respective landlords thereof. The Owners shall bear and pay the electricity consumption charge, maintenance charge and cost of repair relating to the Alternative Accommodations.

9.2.3 **Tenure of Occupation:** The Owners shall be entitled to occupy the Alternative Accommodations from the date of their vacating the Said Premises till 15 (fifteen) days after the Developer obtaining Occupancy Certificate of the New Building from the KMC. If all the Owners do not vacate the Alternative Accommodations within the above period, the Developer shall cease to be liable to pay the rents thereof. In addition, all consequences and financial losses arising in this regard shall be borne by the Owners.

10. Powers and Authorities

10.1 **Power of Attorney for Building Plans Sanction, Construction and Sale of Developer's Allocation:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building Plans sanctioned/revalidated/modified/alterd by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Building and the Owners shall also grant to the Developer and/or its nominees a Power of Attorney for construction of the New Building and booking and sale of the Developer's Allocation (defined in Clause 12.1 below).

✓ Chinnoy K. Chakrabarti

Somnath Chakrabarti

R. Pal
Soas



10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertakes that they shall execute, as and when necessary, all papers, documents, plan etc. for enabling the Developer to perform all obligations under this Agreement.

11. Owners' Consideration

11.1 **Owners' Allocation:** The Developer shall, at its own costs and expenses, construct, finish, complete and make available to the Owners in tenantable condition and according to the Building Plans, Flats having area equivalent to 50% (fifty percent) of the sanctioned Building Plans, demarcation whereof shall be done by the Parties after sanction of the Building Plans (collectively **Owners' Allocation**). It is clarified that the Owners' Allocation shall include undivided, impartible and indivisible 50% (fifty percent) share in (1) the Common Portions and (2) the land contained in the Said Premises. The details of allocation of the Owners' Allocation are as follows:

11.1.1 **Owner No. 3.1:** The Owner No. 3.1 shall be entitled to 64% (sixty four percent) of the 50% (fifty percent) share of Owners' Allocation.

11.1.2 **Owner No. 3.2:** The Owner No. 3.2 shall be entitled to 33.33% (thirty three point three three percent) of the 50% (fifty percent) share of Owners' Allocation.

11.1.3 **Owner No. 3.3:** The Owner No. 3.3 shall be entitled to 330 (three hundred ^{and thirty} square feet [built up area] flat in any floor of the New Building (except ground floor of the New Building) and which is *in lieu* of the 2.77% (two point seven seven percent) of the 50% (fifty percent) share of Owners' Allocation.

12. Developer's Consideration

12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to (1) the Flats having area equivalent to 50% (fifty percent) of the sanctioned Building Plans demarcation whereof shall be done by the Parties after sanction of the Building Plans and (2) roof of the New Building [though ultimate roof of the New Building will be part of the Common Portions] (collectively **Developer's Allocation**). It is clarified that the Developer's Allocation shall include undivided, impartible and indivisible 50% (fifty percent) share in (1) the Common Portions and (2) the land contained in the Said Premises.

13. Dealing with Respective Allocations

13.1 **Demarcation of Respective Allocations:** The Parties have mutually agreed that on sanction of the Building Plans, the Parties shall formally demarcate their respective allocations based on the Building Plans and the details of such demarcation shall be recorded in a separate instrument.

13.2 **Owners' Allocation:** The Owners shall be exclusively entitled to the Owners' Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Owners deem appropriate, without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner

✓ Chinmoy K. Chakrabarti
10



Somnath Chakrabarti

K. Poddar

Aray



Somnath Chakrabarti
Chinmoy K. Chakrabarti

fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the other provisions of this Agreement.

- 13.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation. It is clearly understood that the dealings of the Developer with regard to the Developer's Allocation shall not in any manner fasten or create any financial liabilities upon the Owners. However, any transfer of any part of the Developer's Allocation shall be subject to the other provisions of this Agreement.
- 13.4 **Transfer of Developer's Allocation:** In consideration *inter alia* of the Developer constructing and handing over the Owners' Allocation to the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Premises and the Building Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer, in favour of the Transferees nominated by the Developer. Such execution of conveyances shall be through the Developer exercising the powers and authorities mentioned in Clause 10.1 above.
- 13.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 13.6 **Cost of Transfer:** The costs of the aforesaid conveyances including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.

14. Municipal Taxes and Outgoings

- 14.1 **Relating to Period Prior to Date of Sanction of Building Plans:** All Municipal rates, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Premises relating to the period prior to the date of sanction of the Building Plans shall be borne, paid and discharged by the Owners. It is made specifically clear that all Rates outstanding up-to the date of sanction of the Building Plans shall remain the liability of the Owners and such dues shall be borne and paid by the Owners as and when called upon by the Developer, without raising any objection thereto.
- 14.2 **Relating to Period After Sanction of Building Plans:** As and from the date of sanction of the Building Plans, the Developer shall be liable for the Rates in respect of the Said Premises, till such time the New Building is ready for occupation with all necessary approvals/sanctions from the appropriate authorities, after which, the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the New Building.

15. Possession and Post Completion Maintenance

- 15.1 **Possession of Owners' Allocation:** Within 15 (fifteen) days from the date of the New Building being completed with Completion Certificate from KMC, the Owners shall take possession of the Owners' Allocation and if the Owners do not take such possession, it shall be deemed that the Developer has delivered possession to the Owners.

✓ Chinnoy Mr. Chakrabarti
Somnath Chakrabarti

kpoddh
Aas



- 15.2 **Possession Date and Rates:** On and from such date of the Owners taking physical possession or the aforementioned deemed possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.
- 15.3 **Punctual Payment and Mutual Indemnity:** The Parties shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and the Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them, as the case may be, consequent upon a default by the other.
- 15.4 **Maintenance:** The Developer and the Owners shall jointly and mutually frame a scheme for the management and administration of the New Building. The Owners hereby agree to abide by all the rules and regulations to be so framed for the management of the affairs of the New Building.
- 15.5 **Maintenance Charge:** The Transferees and the Owners shall manage and maintain the Common Portions and services of the New Building [if necessary, by forming a body (**Association**)] and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments. Advance/deposit towards Maintenance Charge shall also be collected, to ensure that funds are readily available for proper maintenance and upkeep of the New Building.

16. Common Restrictions

- 16.1 **Applicable to Both:** The Owners' Allocation and the Developer's Allocation in the New Building shall be subject to the same restrictions as are applicable to multi-storied ownership buildings, intended for common benefit of all occupiers of the New Building.
- 16.2 **Installation of Telecommunication Tower:** The Owners and Developer confirm, declare and mutually agree that neither Party shall install nor permit to be installed any Telecommunication Tower or other Towers on the roof or any other space/area/portion of the New Building **save and except** the Owner No. 3.2, i.e. Chinmoy Kumar Chakrabarti, who is entitled to install one solar panel on the top roof of the New Building within 100 (one hundred) square feet space.

17. Obligations of Developer

- 17.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Premises within the Completion Time and/or the Extended Time.
- 17.2 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Flats ready-for-use, with Completion

✓ Chinmoy K. Chakrabarti
 Somnath Chakrabarti¹²

K. Pal
 Prasad



Certificate from KMC and lift license. Reasonable variance in period of completion shall be acceptable to the Parties.

- 17.3 **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance.
- 17.4 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 17.5 **Specifications:** The Developer shall construct the New Building as per the specifications given in the 2nd Schedule below (**Specifications**).
- 17.6 **Commencement of Project:** The development of the Said Premises shall commence as per the Specifications, Building Plans, Scheme, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever.
- 17.7 **Construction at Developer's Cost and Responsibility and Warranty:** The Developer shall construct the New Building at its own cost and responsibility and shall be responsible for construction defects for a period of 1 (one) year from the date of completion, in accordance with the Promoters Act. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall alone be liable for any loss or for any claim arising from such construction (including labour liabilities and workmen's compensation) and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.
- 17.8 **Tax Liabilities:** All tax liabilities applicable in relation to the development, namely sales tax, value added tax, service tax, works contract tax and other dues shall be paid by the person liable to pay such tax in accordance with law.
- 17.9 **Permission for Construction:** It shall be the responsibility of the Developer to obtain all sanctions, permissions, clearances and approvals required from various Government authorities for sanction of the Building Plans and execution of the Project, including those from the Promoters Cell (if any). The expenses to be incurred for obtaining all such sanctions, permissions, clearances and approvals shall be borne by the Developer.
- 17.10 **No Assignment:** The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the Owners.
- 17.11 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of law, regulation or rule applicable to construction of the New Building.
- 17.12 **No Obstruction in Dealing with Owners' Allocation:** The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the

✓ Chinmay Kr. Chakrabarti
13
S. Somnath Chakrabarti

R. Podde
Anas



Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.

- 17.13 **No Possession to Third Party:** The Developer hereby agrees and covenants with the Owners not to part with possession of the Developer's Allocation or any part or portion thereof unless possession of the Owners' Allocation is delivered to the Owners in the manner mentioned in Clauses 15.1 and 15.2 above **provided however** this shall not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's Allocation.

18. Obligations of Owners

- 18.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Premises.
- 18.2 **Act in Good Faith:** The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 18.3 **Documentation and Information:** The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Premises as may be required by the Developer from time to time.
- 18.4 **No Obstruction in Dealing with Developer's Functions:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 18.5 **No Obstruction in Construction:** The Owners covenant not to cause any interference or hindrance in the construction of the New Building.
- 18.6 **No Dealing with Said Premises:** The Owners covenant not to let out, grant lease, mortgage and/or charge the Said Premises described in the **1st Schedule** below or any portions thereof **save** in the manner envisaged by this Agreement.

19. Indemnity

- 19.1 **By the Developer:** The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 19.2 **By the Owners:** The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Premises or any of the Representations of the Owners being incorrect.

✓ Chimney Mr. Chakrabarti
14

Somnath Chakrabarti

Aras



20. Developer's Warranties

- 20.1 **By Developer:** The Developer warrants to the Owners that:
- 20.1.1 **Proper Incorporation:** it is properly incorporated under the laws of India.
- 20.1.2 **Necessary Licenses etc.:** it has all necessary rights, licenses, permissions, powers and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is and shall not be in breach of any obligations or duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.
- 20.1.3 **Dissolution of Partnership:** In case the Developer's firm dissolves for any circumstances in that event any of the partners, as the proprietor of the Developer's firm shall complete the Project.

21. Limitation of Liability

- 21.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owners shall be liable in any circumstances whatsoever to each other for any indirect or consequential loss suffered or incurred.

22. Miscellaneous

- 22.1 **Parties Acting under Legal Advice:** Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 22.2 **Essence of Contract:** In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 22.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement. All documents with regard to agreement for sale, conveyance, lease etc. shall be drafted by the Developer's legal advisor.
- 22.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.
- 22.5 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 22.6 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

✓ Chimoy K. Chakrabarti

15
Somnath Chakrabarti

Upd
As



- 22.7 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.
- 22.8 **Further Construction:** It is agreed between the Parties that should the Developer manages to obtain the permission from the concerned planning authorities to construct further floors on the top roof of the New Building in that event the Owners shall not claim any share in such further constructed area.
- 22.9 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 22.10 **Taxation:** The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. Similarly the Developer shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Owners' Allocation and the Owners shall be liable to make payment of the same and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.
- 22.11 **Name of New Building:** The name of the building shall be mutually decided by the Developer and the Owners.
- 22.12 **No Demise or Assignment:** 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 Owners or as creating any right, title or interest therein in favour of the Developer except to develop the Said Premises in terms of this Agreement.
- 22.13 **Demise of Owners:** Upon the demise of any of the Owners during the tenure of this Agreement the legal heirs of such Owner shall be bound to entered into a new Agreement with the Developer with the same terms and condition as mentioned in this Agreement and shall also be liable to execute power of attorney in favour of the Developer for completing the construction of the New Building and sale Flats thereof.
23. **Defaults**
- 23.1 **No Cancellation:** In the event of any default on the part of one Party, the other Party shall be entitled to sue the Party in default for specific performance of this Agreement and also for damages. However, the Developer shall not be liable for any delay in implementing the Project due to Force Majeure (explained in Clause 24 below).

✓ Chinnay Kr. Chakrabarti

APD



 Somnath Chakrabarti

16

Ases

24. Force Majeure

24.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of Nature (3) acts of War (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) strike by material suppliers, workers and employees (10) delay on account of receiving statutory permissions (11) any notice, order of injunction, litigation, attachments, etc. and (12) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

24.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances Of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances of Force Majeure.

25. Entire Agreement

25.1 **Supersession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, oral or implied or written, but does not supersede any document signed contemporaneously.

26. Severance

26.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

27. Amendment/Modification

27.1 **Express Documentation:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

28. Notice

28.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of

✓ Chinmayi K. Chakrabarti
S. Somnath Chakrabarti

17

K. B. Das
Aras



the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on the date of delivery, if sent by messenger and (2) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties. The Owners shall address all such notices and other written communications to the partner of the Developer and the Developer shall address all such notices and other written communications to each of the Owners. However, if service is affected on any of the Owners, all the other Owners shall be deemed to have received the notice.

29. Alternative Dispute Resolution

- 29.1 **Disputes:** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 29.2 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time.
- 29.2 **Arbitration Tribunal:** In this regard, the Parties irrevocably agree that the Arbitral Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:
- 29.2.1 **Appointment by Owners:** 1 (one) Arbitrator to be appointed jointly by all the Owners.
- 29.2.2 **Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.
- 29.2.3 **Chairman:** The Chairman of the Arbitral Tribunal to be jointly appointed by the other 2 (two) Arbitrators.
- 29.3 **Conduct of Arbitration Proceeding:** The Parties irrevocably also agree that:
- 29.3.1 **Place:** The place of arbitration shall be Kolkata only.
- 29.3.2 **Language:** The language of the arbitration shall be English.
- 29.3.3 **Binding Effect:** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
- 29.4 **No Legal Proceeding without Recourse to Arbitration:** The Parties shall not commence legal proceedings or have any receiver appointed over the New Building/Said Premises without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.
30. **Jurisdiction**
- 30.1 **High Court:** In connection with the aforesaid arbitration proceedings, only the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

✓ Chinnoy K. Chakrabarti

18
Somnath Chakrabarti

K. P. Das
A. Das



31. Rules of Interpretation

- 31.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Premises under this Agreement.
- 31.2 **Statutes:** Any reference to a statute, statutory provision or subordinate legislation shall include its amendment, modification, consolidation, re-enactment or replacement as enforced from time to time, whether before or after the date of this Agreement.
- 31.3 **Number and Gender:** Words denoting the singular number include, where the context permits and requires, the plural number and *vice-versa*. Words denoting any gender include the other genders.
- 31.4 **Party:** In this Agreement, a reference to a Party includes that Party's successors and permitted assigns.
- 31.5 **Definitions:** In this Agreement, words have been defined by putting them within brackets and printing them in bold. Where a word or phrase is defined, other parts of speech or grammatical forms of that word or phrase shall have corresponding meaning.
- 31.6 **Schedules and Plans:** Schedules and Plans appended to this Agreement form a part of this Agreement and shall always be taken into consideration for interpreting the complete understanding between the Parties. Any reference to a schedule or plan is a reference to a schedule or plan to this Agreement.
- 31.7 **Documents:** A reference to a document includes an amendment or supplement or replacement or novation of that document.
- 31.8 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 31.9 **Headings:** The headings in this Agreement are inserted for convenience only and shall be ignored in construing the provisions of this Agreement.

✓ Chinmoy K. Chakrabarti

Somnath Chakrabarti

AKPoda

Asay



32. Execution and Delivery

32.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Debkiisor Chakrabarti
[Debkiisor Chakrabarti]

✓ Chinmoy Kumar Chakrabarti
[Chinmoy Kumar Chakrabarti]

Somnath Chakrabarti
[Somnath Chakrabarti]
[Owners]

AKMA Engineers & Architects

Anindya Sengupta
[Anindya Sengupta]

Swapan Kumar Das
[Swapan Kumar Das]

Kanti Ranjan Poddar
[Kanti Ranjan Poddar]
[Partners]
[Developer]

Drafted by
Janki Chandra
Advocate
F-68/238/2001

Witnesses:

Signature Dibyendu Roy
Name DIBYENDU ROY
Father's Name PRODIP ROY
Address 54/1, A.P.C. Road,
Kolkata - 700009

Signature Rajat Kumar Sinha,
Advocate
Name Rajat Kumar Sinha, Advocate
Father's Name Late Ashutosh Sinha,
Address 6, Remananta Chatterjee
Street, Kolkata - 700009

SPECIMEN FORM TEN FINGER PRINTS

Signature of the
executants and/or
purchaser
Presentants



Somnath Chhablani

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little



Chhablani Somnath

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little



Chhablani Somnath

Little	Ring	Middle (Left Hand)	Fore	Thumb
Thumb	Fore	Middle (Right Hand)	Ring	Little

SPECIMEN FORM TEN FINGER PRINTS

Signature of the
executants and/or
purchaser
Presentants



Alvin J. Jynm

Little	Ring	Middle	Fore	Thumb
		(Left	Hand)	

Thumb	Fore	Middle	Ring	Little
		(Right	Hand)	



Shayam K. Jay

Little	Ring	Middle	Fore	Thumb
		(Left	Hand)	

Thumb	Fore	Middle	Ring	Little
		(Right	Hand)	



Kant. Paddy

Little	Ring	Middle	Fore	Thumb
		(Left	Hand)	

Thumb	Fore	Middle	Ring	Little
		(Right	Hand)	

**1st Schedule
(Said Premises)**

Land measuring 8 (eight) *cottah* 9 (nine) *chittack* 35 (thirty five) square feet **together with** brick built structures measuring 4000 (four thousand) square feet, thereon situate, lying at and being Municipal Premises No. 3/1, Asutosh Sil Lane, Post Office Amherst Street, Kolkata-700009, Police Station Amherst Street, within Ward No. 27 of the Kolkata Municipal Corporation, Registration District Registrar of Assurances Kolkata, District Kolkata and butted and bounded as follows:

On The North	:	By Municipal Premises No. 8, Ramananda Chatterjee Street and Municipal Premises No. 6, Ramananda Chatterjee Street.
On The East	:	By Ashutosh Sil Lane.
On The South	:	By Municipal Premises No. 3/2, Ashutosh Sil Lane.
On The West	:	By Municipal Premises No. 8/A, Ramananda Chatterjee Street (part), 5, Radha Prosad Ray Lane and 4/1A, Radha Prosad Roy Lane.

**2nd Schedule
(Specifications)**

Brick Work

External Wall:	200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1 st class kiln burnt brick.
Partition Wall:	75/125 mm thick brick work with sand cement mortar in proportion (1:4) by using 1 st class kiln burnt bricks and in case of 75 mm thick wall wire mesh will be used at every 3 rd /4 th layer.

Plastering

- Rough brick surface by 19 mm thick (1:6) cement sand proportion.
- Finished brick surface by 12 mm thick (1:6) cement sand proportion.
- Ceiling 6/10 mm thick by (1:4) cement sand proportion.
- Waterproof compound will be mixed during plastering of external wall.

Concrete Works

- All Reinforced cement concrete will be in 1:1.5:3 proportion.
- Ground floor covered area will be done by Plain Cement concrete in 1:2:4 proportion.
- Other common areas, concrete under footings will be done by Plain Cement concrete in 1:3:6 proportion.



Chinmay K. Chakravarti
Sannath Chakravarti

Handwritten signature of Sannath Chakravarti
Handwritten signature of Sannath Chakravarti

Floor of Rooms

- Bed Rooms, Verandah, Drawing - dining: Piece Marble of 2ft x 2ft.
- Kitchen & Toilet : Marble tiles of 1' x 1' or 1' x 2' or 1' x 1'

Toilet Walls

Upto 6'9" finished with ceramic tiles.

Staircase

Staircase will be finished with good quality Marble and 75 mm Ø wooden polished railing with 12 mm M.S. Square bar.

Door

Door will be made of 12 mm thick or good quality ply shutter paneled by 32 mm thick wooden rail and style fitted on sal or equivalent wood frame.

Windows

Aluminium Frame Glass Stutter Window

Grills

Mild Steel flats 12 mm square bars will be used as per design.

Drainage

Solid and liquid waste, rain water etc will be disposed through Supreme/Oriplast HDP Pipe in network above GL and SW pipe in net work below GL.
The drainage connection will be done as per approved drawing of the SDDM.

Water Supply

Water will be made available from Municipal supply from the Underground reservoir.

Painting & Finishing

Outside face of external walls - High quality super snowchem.

Internal face of the walls - Very good quality plaster of paris.

Gate and grills will be painted with two coats of synthetic enamel paints over two coats of primer.

Sanitary Fittings In Toilet

The following will be provided:

✓ Chinmoy K. Chakrabarti
Sonneth Chakrabarti

W. P. Das
A. S. Das

- Tap with mixing arrangements in toilets.
- White wash basin (20" x 16").
- White commode of porcelain of reputed brand.
- Concealed hot and cold water pipe line with pipes of reputed make.
- Fittings will be Mark or equivalent brand.
- Dinning space will be provided with wash basin (20" x 16").

Kitchen

- Kitchen platform will be of Black Granite and ceramic tiles over the kitchen platform up to a height 2' 0".
- Stainless steel sink will be provided.

Electrical Points And Fittings

- Concealed P.V.C. conduits, copper wire of desired cores of reputed make.
- MS concealed switch box with reputed make switches (Anchor or equivalent) including earthing.
- Separate Meters for all Flat owners as well as for common use will be provided at **extra cost**.
- KDK/Finolex or equivalent make flexible copper wire will be used as under for electrical Connection.
- 7/20 for main/power line.
- 3/20 for Distribution Box to Junction Box.
- 1/18 for Junction Box to individual light/fan point connection including 5 (five) AMP plug point.

Lift

- 1 (one) elevator of "Adams/LES/Reliance/Otis" make having capacity of 4 (four) passengers will be provided.

Others

- Over Head Tank will be made of R.C.C. and distribution to each unit will be through GI pipe (from 1" to 3/4") network.
- From Under Ground Tank to Over Head Tank water will be lifted by Submersible pump of reputed make and adequate capacity i.e. 1.00 HP.

✓ Chimney by Chakrabarti

22

Somnath Chakrabarti



Adams 
Adams

and Lord & Developer Details **Seller, Buyer and Property Details**

Presentant Details

SL No.	Name and Address of Presentant
1	Anindya Sengupta 175J, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054

Land Lord Details

SL No.	Name, Address, Photo, Finger print and Signature
1	Debkisor Chakrabarti Son of Late Nani Gopal Chakrabarti 3/1, Asutosh Sil Lane, P.O:- Amherst Street, P.S:- Amherst Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. ADDPC2348D,; Status : Individual; Date of Execution : 04/12/2015; Date of Admission : 04/12/2015; Place of Admission of Execution : Pvt. Residence
2	Chinmoy Kumar Chakrabarti Son of Late Radha Jiban Chakrabarti 3/1, Asutosh Sil Lane, P.O:- Amherst Street, P.S:- Amherst Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. ABWPC3726C,; Status : Individual; Date of Execution : 04/12/2015; Date of Admission : 04/12/2015; Place of Admission of Execution : Pvt. Residence
3	Somnath Chakrabarti Son of Late Haridas Chakrabarti 3/1, Asutosh Sil Lane, P.O:- Amherst Street, P.S:- Amherst Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No. ANEPC7756N,; Status : Individual; Date of Execution : 04/12/2015; Date of Admission : 04/12/2015; Place of Admission of Execution : Pvt. Residence

Developer Details

Sl No	Name, Address, Photo, Finger print and Signature
1	AKMA Engineers & Architects 175J, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054 PAN No. ACGFS0035F.; Status : Organization; Represented by representative as given below:-
1(1)	Anindya Sengupta 175J, Maniktala Main Road, P.O:- Kankurgachi, P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AJBPS2986C.; Status : Representative; Date of Execution : 04/12/2015; Date of Admission : 04/12/2015; Place of Admission of Execution : Pvt. Residence
(2)	Swapan Kumar Das 173 Mahajati Nagar, Block/Sector: 2, P.O:- Birati, P.S:- Nimta, District:-North 24-Parganas, West Bengal, India, PIN - 700051 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AQLPD6950D.; Status : Representative; Date of Execution : 04/12/2015; Date of Admission : 04/12/2015; Place of Admission of Execution : Pvt. Residence
(3)	Kanti Ranjan Poddar 12 Bangur Avenue, Block/Sector: C, Flat No: 3B, P.O:- Bangur, 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. AFVPP4272P.; Status : Representative; Date of Execution : 04/12/2015; Date of Admission : 04/12/2015; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
Sl No	Identifier Name & Address	Identifier of	Signature
1	Sikha Chakrabarti Wife of Debkisor Chakrabarti 3/1, Asutosh Sil Lane, P.O:- Amherst Street, P.S:- Amherst Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700009 Sex: Female, By Caste: Hindu, Occupation: Retired Person, Citizen of: India.	Debkisor Chakrabarti, Chinmoy Kumar Chakrabarti, Somnath Chakrabarti, Anindya Sengupta, Swapan Kumar Das, Kanti Ranjan Poddar	

C. Transacted Property Details

Office of the A.R.A. - II KOLKATA, District: Kolkata

Endorsement For Deed Number : I - 190210964 / 2015

Query No/Year	19020001039482/2015	Serial no/Year	1902010441 / 2015
Deed No/Year	I - 190210964 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Anindya Sengupta	Presented At	Private Residence
Date of Execution	04-12-2015	Date of Presentation	04-12-2015

Remarks

On 04/12/2015

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

Presented for registration at 17:10 hrs on : 04/12/2015, at the Private residence by Anindya Sengupta .

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 2.62,31,919/-

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

Execution is admitted on 04/12/2015 by

Debkisor Chakrabarti, Son of Late Nani Gopal Chakrabarti, 3/1, Asutosh Sil Lane, P.O: Amherst Street, Thana: Amherst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, By caste Hindu, By Profession Retired Person

Indetified by Sikha Chakrabarti, Wife of Debkisor Chakrabarti, 3/1, Asutosh Sil Lane, P.O: Amherst Street, Thana: Amherst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, By caste Hindu, By Profession Retired Person

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

Execution is admitted on 04/12/2015 by

Chinmoy Kumar Chakrabarti, Son of Late Radha Jiban Chakrabarti, 3/1, Asutosh Sil Lane, P.O: Amherst Street, Thana: Amherst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, By caste Hindu, By Profession Retired Person

Indetified by Sikha Chakrabarti, Wife of Debkisor Chakrabarti, 3/1, Asutosh Sil Lane, P.O: Amherst Street, Thana: Amherst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, By caste Hindu, By Profession Retired Person

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

Execution is admitted on 04/12/2015 by

Somnath Chakrabarti, Son of Late Haridas Chakrabarti, 3/1, Asutosh Sil Lane, P.O: Amherst Street, Thana: Amherst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, By caste Hindu, By Profession Retired Person

Indetified by Sikha Chakrabarti, Wife of Debkisor Chakrabarti, 3/1, Asutosh Sil Lane, P.O: Amherst Street, Thana: Amherst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, By caste Hindu, By Profession Retired Person

Details of the applicant who has submitted the requisition form

Applicant's Name	Jautush Chaudhuri
Address	7C Kiran Shankar Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001
Applicant's Status	Advocate

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

Execution is admitted on 04/12/2015 by

Anindya Sengupta partner, AKMA Engineers & Architects, 175J, Maniktala Main Road, P.O:- Kankurgachi,
P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054
Identified by Sikha Chakrabarti, Wife of Debkisor Chakrabarti, 3/1, Asutosh Sil Lane, P.O: Amherst Street,
Thana: Amherst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, By caste Hindu,
By Profession Retired Person

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

Execution is admitted on 04/12/2015 by

Swapan Kumar Das Partner, AKMA Engineers & Architects, 175J, Maniktala Main Road, P.O:- Kankurgachi,
P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054
Identified by Sikha Chakrabarti, Wife of Debkisor Chakrabarti, 3/1, Asutosh Sil Lane, P.O: Amherst Street,
Thana: Amherst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, By caste Hindu,
By Profession Retired Person

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

Execution is admitted on 04/12/2015 by

Kanti Ranjan Poddar Partner, AKMA Engineers & Architects, 175J, Maniktala Main Road, P.O:- Kankurgachi,
P.S:- Phool Bagan, District:-South 24-Parganas, West Bengal, India, PIN - 700054
Identified by Sikha Chakrabarti, Wife of Debkisor Chakrabarti, 3/1, Asutosh Sil Lane, P.O: Amherst Street,
Thana: Amherst Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700009, By caste Hindu,
By Profession Retired Person



(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
Kolkata, West Bengal

On 08/12/2015

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 : 48(g) of Indian Stamp Act 1899.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 21/-

Payment of Stamp Duty

No.	Property Location	Land Details				
		Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
	District: Kolkata, P.S:- Amherst Street, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Asutosh Sil Lane, , Premises No. 3/1, Ward No: 27		8 Katha 9 Chatak 35 Sq Ft	1/-	2,32,31,919/-	Proposed Use: Bastu, Width of Approach Road: 15 Ft.,

Sch No.	Structure Location	Area of Structure	Structure Details		
			Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	1340 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
F1	Floor No: 1	1330 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
F2	Floor No: 2	1330 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete
S1	On Land L1	4000 Sq Ft.	1/-	30,00,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Chinmoy Kumar Chakrabarti	AKMA Engineers & Architects	4.73611	33.3333
	Debkisor Chakrabarti	AKMA Engineers & Architects	4.73611	33.3333
	Somnath Chakrabarti	AKMA Engineers & Architects	4.73611	33.3333

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Chinmoy Kumar Chakrabarti	AKMA Engineers & Architects	1320 Sq Ft	33
	Debkisor Chakrabarti	AKMA Engineers & Architects	2560 Sq Ft	64
	Somnath Chakrabarti	AKMA Engineers & Architects	120 Sq Ft	3

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Jautush Chaudhuri

05/12/2015 Query No:-19020001039482 / 2015 Deed No :I - 190210964 / 2015, Document is digitally signed.

that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Draft Rs 100/- by Stamp Rs 100/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 172415, Purchased on 16/03/2015, Vendor named S MUKHERJEE.

Description of Draft

1. Rs 40,020/- is paid, by the Draft(8554) No: 459393000428, Date: 04/12/2015, Bank: STATE BANK OF INDIA (SBI), BAGMARI.

Biswas

(Ashoke Kumar Biswas)

ADDITIONAL REGISTRAR OF ASSURANCE

OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2015, Page from 168921 to 168970
being No 190210964 for the year 2015.



Digitally signed by ASHOKE KUMAR
BISWAS
Date: 2015.12.09 14:28:19 +05:30
Reason: Digital Signing of Deed.

(Ashoke Kumar Biswas) 09-12-2015 14:28:18
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - II KOLKATA
West Bengal.

(This document is digitally signed.)