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Assurances-IV, Kolkata

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Additional Registrar of  
Assurances-IV, Kolkata

11 MAY 2023

DEVELOPMENT AGREEMENT

1. Date: 11th May 2023
2. Place: Kolkata
3. Parties:
  - 3.1 Biswanath Chatterjee (PAN AZTPC0506B)
  - 3.2 Tarak Nath Chattopadhyay (PAN ACMPC1054A)

Biswajit Chatterjee  
Tarak Nath Chattopadhyay  
Sumon Sarkar  
Biplab Dutta Banik.



both sons of Late Hiralal Chatterjee and both residing at 87/12/365E, Raja Subodh Chandra Mullick Road (also known E 63, Ramgarh), Post Office Naktala, Police Station Netaji Nagar, Pin 700 047, South 24 Parganas, West Bengal (collectively Owners, includes successors-in-interest)

And

- 3.2 Messrs Aesthetic Construction (PAN AATFA5730A), a Partnership Firm, having its office at C/16, Ramgarh, Post Office Naktala, Police Station -Netaji Nagar (formerly Patuli), District South 24 Parganas, Pin 700047, represented by partners (1) Sri Suman Sarkar (PAN BGSPS7561K), son of Late Sashi Bhusan Sarkar, residing at C/16, Ramgarh, Post Office Naktala, Police Station -Netaji Nagar (formerly Patuli), District South 24 Parganas, Pin 700047 and (2) Sri Biplab Dutta Banik (PAN AOKPD6697N), son of Late Beni Madhab Dutta Banik, residing at E/154, Ramgarh, Post Office Naktala, Police Station -Netaji Nagar (formerly Patuli), District South 24 Parganas, Pin 700047 (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 admeasuring about 4 (four) cottah 8 (eight) chittack 22.5 (twenty two decimal five) Square Feet, together with structures thereon, situate, lying at Mouza Naktala, J. L. No.32, C. S. Dag No. 433 (P), E/P. No. 202, S.P.No. 419, Post Office Naktala, Police Station Netaji Nagar (formerly Patuli and therefore Jadavpur), within District South 24 Parganas, Pin 700 047, being Municipal Premises No. 87/12/365E, Raja Subodh Chandra Mullick Road, (also known as E 63, Ramgarh), having Municipal Corporation Assessee No. 211000841655, described in the 1st Schedule below and delineated on the Plan attached and bordered in colour Red thereon (Said Premises), by construction of partial G + III and partial straight four storied new residential building on the Said Premises (New Building).
5. **Representations, Warranties and Background:**
- 5.1 **Owners' Representations:** The Owners have represented and warranted to the Developer as follows:
- 5.1.1 **Gift to Hiralal Chatterjee:** By a Deed of Gift dated 19<sup>th</sup> March, 1991, registered in the office of Additional District Registrar, Alipur, South 24 Parganas, in Book No.1, Volume No.4, Pages 189 to 192, Being No. 273. for the year 1991, Government of West Bengal made a Gift to Hiralal Chatterjee, who was migrated from East



Pakistan now Bangladesh, a plot admeasuring about 4 (four) cottah 8 (eight) chittack 22.5 (twenty two decimal five) Square Feet, in E/P No. 202, S. P. No.419, C S Plot No. 433 (P), Mouza Naktala, J.L. No.32, Police Station Jadavpur (now Netaji Nagar), District South 24 Parganas (Said Plot). The Said Plot was also known as E 63, Ramgarh.

- 5.1.2 **Municipal Premises No Of the Said Plot:** Subsequently, the Said Plot came under the Municipal Ward No. 100 of the Kolkata Municipal Corporation (formerly the Calcutta Municipal Corporation) (KMC) and upon mutation of the Said Plot in the records of the KMC, the same became Municipal Premises No. 87/12/365E, Raja Subodh Chandra Mullick Road, having Municipal Corporation Assessee No. 211000841655, which is the Said Premises herein.
- 5.1.3 **Death of Hiralal Chatterjee:** On 8<sup>th</sup> February, 2011, the said Hiralal Chatterjee, a Hindu, governed by the Dayabhaga School of Hindu Law, died intestate, leaving behind him surviving his two sons, namely Biswanath Chatterjee and Tarak Nath Chattopadhyay, the Owners herein, as his legal heirs and in accordance with the Hindu Succession, they have jointly inherited the right, title and interest of the said Hiralal Chatterjee, since deceased, in the Said Premises.
- 5.1.4 **Mutation of Owners Name in KMC:** Subsequently, the Owners mutated their names as the joint owners of the Said Premises in the records of the KMC.
- 5.1.5 **Absolute Ownership of the Owners:** In the aforesaid circumstances, subject to the Said Tenancies (defined in Clause 14.6 below), Biswanath Chatterjee and Tarak Nath Chattopadhyay, the Owners herein, have become the absolute and joint owners of the Said Premises together with structures standing thereon, each having undivided  $\frac{1}{2}$  (one half) share therein.
- 5.1.6 **Owners have Marketable Title:** Subject to the Said Tenancies (defined in clause 14.6 below), the right, title and interest of the Owners in the Said Premises is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and lispensens.
- 5.1.7 **Owners to Ensure Continuing Marketability:** Subject to the Said Tenancies, the Owners shall ensure that the Owners' title to the Said Premises continues to remain marketable and free from all encumbrances till completion of development of the Said Premises.
- 5.1.8 **No Previous Agreement:** The Owners have not entered into any agreement for sale or lease or transfer or development of the Said Premises or any portion of it with any person or persons.
- 5.1.9 **No Requisition or Acquisition:** The Said Premises or any portion thereof is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.



- 5.1.10 **Owners have Authority:** The Owners have full right, power and authority to enter into this Agreement.
- 5.1.11 **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 **Developer has Authority:** The Developer has full authority to enter into this Agreement.
- 5.3 **Decision to Develop:** The Owners have 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 on the Said Premises (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 for the Project have been agreed upon by and between the Parties, which 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 plan (Building Plan) to be prepared by an Architect (Architect) and sanctioned by KMC, 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 various Sub - Clauses under the same 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. 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. **Construction:**

8.1 **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.

8.2 **Construction of New Building:** The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Building in accordance with the Building Plan prepared by the Architect (Plans) and Plans to be approved by the Owners and sanctioned by KMC. The New Building shall be constructed on the Said Premises and shall comprise of a residential building and Common Portions (defined in Clause 8.4 below).

8.3 **Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the Developer shall construct, erect and complete the New Building within a period of 28 (twenty eight) calendar months, from the date of sanction of the Plans (Completion Time).

8.4 **Common Portions:** The Developer shall at its own costs install and erect in the New Building the common areas, amenities and facilities such as stairways, passages, electric meter room, pump room, reservoir, overhead water tank, water pump and motor, water connection, drainage connection, sewerage connection, elevator and other facilities required for establishment, enjoyment and management of the New Building (collectively Common Portions). For permanent electric connection to the apartments/spaces in the New Building (Units), 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 Units in the Owners' Allocation (defined in Clause 11.1 below). It is clarified that the expression Transferee includes the Owners and the Developer, to the extent of unsold or retained Units of their respective allocation in the New Building.

8.5 **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.

- 8.6 **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 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.
- 8.7 **Modification:** Any amendment or modification to the Plans may be made or caused to be made by the Developer with consent of the Owners.
- 8.8 **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 cooperation that may be necessary for successful completion of the Project.
9. **Possession:**
- 9.1 **Vacating by Owners:** Subject to the Developer, at its effort and costs, arrange for vacating the Said Tenancies (defined in Clause 14.6 below), within 7 (seven) calendar days from the date of receipt of the demand of the Developer to deliver the Said Premises to the Developer for execution of the Project, the Owners shall deliver khas and vacant possession of the Said Premises to the Developer for the purpose of execution of the Project.
10. **Powers and Authorities:**
- 10.1 **Power of Attorney for Building Plan:** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Plans prepared by the architects and sanctioned by the KMC.
- 10.2 **Power of Attorney for Construction and Sale :** The Owners shall grant to the Developer and/or its nominees a Power of Attorney for construction of the New Building and booking and sale of certain portions of the New Building.
- 10.3 **Further Acts:** Notwithstanding grant of the aforesaid Powers of Attorney, the Owners hereby undertake 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 in the New Building jointly to the Owners in habitable condition, 1 (one) flat, in the front (south eastern) side in the ground floor, measuring about 433 (four hundred and thirty three) square feet in built up area, 1 (one) flat, in the eastern side of the first floor, measuring about 962 (nine hundred and sixty two) square feet in built up area, 1 (one) flat, in the eastern side of the second floor, measuring about 962 (nine hundred and sixty two) square feet in built up area together with the undivided impartible share in the land contained in the



Said Premises as be attributable to the said flats and undivided impartible share in the Common Portions in the New Building as be attributable to the said flats and 2 (two) nos. exclusive car parking spaces in the ground floor of the New Building (collectively Owners' Allocation).

11.2 **Owners Separate And Exclusive Entitlement:** By inter se arrangements between the Owners, it is expressly agreed, understood and clarified that out of the above Owners' Allocation, Biswanath Chatterjee, Owner No.1 and Party No.3.1 herein, shall exclusively be entitled to the flat, in the front (south eastern) side in the ground floor, measuring about 443 (four hundred and forty three) square feet in built up area and the flat, in the eastern side of the first floor, measuring about 962 (nine hundred and sixty two) square feet in built up area and 1 car parking space in the ground floor of the New Building (collectively Biswanath's Allocation) and Tarak Nath Chattopadhyay, Owner No.2 and Party No.3.2 herein, shall exclusively be entitled to the flat, in the eastern side of the second floor, measuring about 962 (nine hundred and sixty two) square feet in built up area and 1 car parking space in the ground floor of the New Building (collectively Tarak Nath's Allocation).

11.3 **Variation in Area:** Upon completion of the Project, the measurement of flats of the Owners' Allocation mentioned in Clauses 11.1 and 11.2 above and Developer's Allocation mentioned in Clause 12.1 below, may slightly vary in normal courses and for this variation neither any of the Owners shall claim any consideration from the Developer, if the area decreases and the Developer shall not claim any consideration from the Owners, if the area increases.

## 12. Developer's Consideration:

12.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to 1 (one) flat, in the north eastern side in the ground floor, measuring about 459 (four hundred and fifty nine) square feet approximately in built up area, 1 (one) flat in the western side of the first floor, measuring about 880 (eight hundred and eighty) square feet in built up area, 1 (one) flat in the western side of the second floor, measuring about 880 (eight hundred and eighty) square feet in built up area, 1 (one) flat in the western side of the third floor, measuring about 880 (eight hundred and eighty) square feet in built up area, 1 (one) flat in the eastern side of the third floor, measuring about 962 (nine hundred and sixty two) square feet in built up area, together with the undivided impartible share in the land contained in the Said Premises as be attributable to the said flats and undivided impartible share in the Common Portions in the New Building as be attributable to the said flats and 4 (four) nos exclusive car parking spaces in the ground floor of the New Building (collectively Developer's Allocation).

## 13. Financials:

13.1 **Pecuniary Consideration of Biswanath Chatterjee:** In addition to the Biswanaths' Allocation, Biswanath Chatterjee, the Owner No.1 and Party No. 3.1 will be entitled to a sum of Rs.10.86,000/- (Rupees ten lac eighty six thousand) only (Biswanath's Pecuniary Consideration) and the same shall be paid by the Developer, at a time,



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to Biswanath Chattopadhyay, simultaneously with the delivery of possession of the Owners' Allocation to the Owners by the Developer.

13.2 **Pecuniary Consideration of Tarak Nath Chattopadhyay:** In addition to the Tarak Nath's Allocation, Tarak Nath Chattopadhyay, the Owner No.2 and Party No. 3.2 will be entitled to a sum of Rs.36,85,000/- (Rupees thirty six lac and eighty five thousand) only (Tarak Nath's Pecuniary Consideration) and the same shall be paid by the Developer to Tarak Nath Chattopadhyay, at a time, simultaneously with the delivery of possession of the Owners' Allocation to the Owners by the Developer.

13.2 **Refundable Deposit:** At or before execution of this Agreement, the Developer has deposited a sum of Rs. 2,00,000/- (Rupees two lac) (Refundable Deposit) to Tarak Nath Chattopadhyay, the Owner No. 2 and Party No. 3.2 herein, receipt of which is admitted and acknowledged by Tarak Nath Chattopadhyay by receipt and memo below. The Refundable Deposit shall be refunded by Tarak Nath Chattopadhyay to the Developer without any interest, simultaneously with the delivery of the Owners' Allocation to the Owners by the Developer.

14. **Dealing with Respective Allocations:**

14.1 **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 Owners' Allocation. It is clearly understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner 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.

14.2 **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.

14.3 **Transfer of Developer's Allocation:** In consideration of the Developer constructing the Owners' Allocation for the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Premises and the Plans as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer. On behalf of the Owners, such conveyances shall be signed by the nominee or nominees of the Developer, who shall be appointed as the constituted attorneys of the Owners.

Biswanath Chattopadhyay



- 14.4 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 14.5 **Cost of Transfer:** The costs of conveyances for Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or the Transferees.
- 14.6 **Tenancy of the Said Premises:** There are (2) two residential tenants (Said Tenants) in the ground floor of the Said Premises as the monthly tenant under the Owners (collectively Said Tenancies), each occupying 400 (four hundred) square feet built up area, more or less. The Developer shall deal with the Said Tenants and to obtain cooperation of the Said Tenants in development of the Said Premises. All cost and expenses in this regard shall be borne and defrayed by the Developer and if required, the Developer, from the Developer's Allocation, shall provide space in the New Building towards the rehabilitation of the Said Tenants (Tenant's Area) at or for any consideration and/or under any terms and conditions may be agreed upon between the Developer and the Said Tenants. The Tenant's Area shall be deemed to be comprised in the Developer's Allocation and all income and expenditure on account of Tenant's Area shall be for and to the account of the Developer. If the Said Tenants opt to surrender their tenancies for any monetary compensation, the Developer shall pay the same and the area occupied by the Said Tenants in the Said Premises shall belong to the Developer.
15. **Municipal Taxes and Outgoings:**
- 15.1 **Relating to Period Prior to Delivery of Said Premises to the Developer:** All Municipal rates and taxes and outgoings (collectively Rates) on the Said Premises relating to the period prior to the date of delivery of the Said Premises for the Project by the Owners to the Developer shall be borne, paid and discharged by the Owners. It is made specifically clear that all Rates outstanding prior to the date of delivery of the Said Premises for the Project by the Owners to the Developer, 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.
- 15.2 **Relating to Period After Delivery of Said Premises for Project by Owners to Developer:** As from the date of delivery of the Said Premises for the Project by the Owners to the Developer, the Developer shall be liable for Rates in respect of the Said Premises, till such time the New Building is ready for occupation, after which, the Parties shall become liable and responsible for the Rates in the ratio of their sharing in the Project.
16. **Possession and Post Completion Maintenance:**
- 16.1 **Possession of Owners' Allocation:** Within 15 (fifteen) days from the date of the notice by the Developer to the Owners about New Building being completed (Possession Notice), the Owners shall take possession of the Owners' Allocation and if the Owners do not+ take such possession within 15 (fifteen) days of the



Possession Notice, it shall be deemed that the Developer has delivered possession to the Owners (**Deemed Possession**).

- 16.2 **Possession Date and Rates:** On and from such date of the Owners taking physical possession or Deemed Possession, whichever be earlier (**Possession Date**), the Parties shall become liable and responsible for the Rates in respect of their respective Allocations.
  - 16.3 **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.
  - 16.4 **Maintenance:** The Developer and the Owners shall mutually frame a scheme for the management and administration of the New Building. The Owners and the Developer hereby agree to abide by all the rules and regulations to be so framed for the management of the affairs of the New Building.
  - 16.5 **Maintenance Charge:** The Transferees and the Owners shall manage and maintain the Common Portions and services of the New Building and shall collect the costs and service charge therefor (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance, if any 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 which includes other installations, appliances and equipment.
  - 16.6 **Owners' Allocation Delivery Separately to Owners:** It is expressly agreed, understood and clarified that in terms of inter se arrangement and understanding between the Owners and in terms of the request made by the Owners to the Developer, the Biswanath's Allocation will be delivered the Developer separately and exclusively to Biswanath Chatterjee Owner No.1 and Party No. 3.1 herein and Tarak Nath's Allocation, will be delivered and paid by the Developer separately and exclusively to Tarak Nath Chattopadhyay, Owner No.2 and Party No. 3.2 herein.
  - 16.7 **Stamp Duty, Registration Fees And Other Legal Fees For Owners Possession:** It is expressly agreed, understood and clarified that the possession of the Owners' Allocation shall be delivered to the Owners as envisaged above by unregistered possession documents and the requisite stamp duty therefor (if any) is to be paid and borne by the respective Owner and if any registration of those documents is required to be done under the Indian Registration Act, it will be the Owners' responsibility to pay all costs and expenses including legal fees, stamp duty and registration fee etc. required therefor.
17. **Common Restrictions:**



- 17.1 **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 ownership buildings, intended for common benefit of all occupiers of the New Building.
18. **Obligations of Developer:**
- 18.1 **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Premises within the Completion Time.
- 18.2 **Meaning of Completion:** The word 'completion' shall mean habitable state with water supply, sewage connection, electrical connection and all other facilities and amenities as be required to be provided to make the Units ready-for-use. Reasonable variance in period of completion shall be acceptable to the Parties.
- 18.3 **Designing and Development:** The Developer shall be responsible for designing and development of the New Building with the help of the Architect, professional bodies, contractors, etc.
- 18.4 **Specifications:** The Developer shall construct the New Building as per the specifications given in the 2<sup>nd</sup> Schedule below (Specifications).
- 18.5 **Construction at Developer's Cost:** The Developer shall construct the New Building at its own cost. The Developer and the Owners shall jointly be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and shall jointly be liable for any loss or for any claim arising from such construction and shall put joint endeavor and help and co-operate each other to resolve all issues which may arise in the Project.
- 18.6 **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.
- 18.7 **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 Owners are prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owners' Allocation.
- 18.8 **Cost of Alternative Accommodation:** From the date of handing over the Said Premises by the Owners to the Developer for the purpose of execution of the Project and till the date of delivery of Owners' Allocation to the Owners by the Developer, the Developer shall pay to each of the Owners, a sum of Rs.8,000/- (Rupees eight thousand) per month as the cost of alternative accommodation (Alternative Accommodation Cost). The Owners by their own effort and choice shall manage and maintain their alternative accommodation with the Alternative Accommodation Cost and the Developer shall have no other responsibilities in this regard.
19. **Obligations of Owners:**



- 19.1 **Co-operation with Developer:** The Owners undertake to fully co-operate with the Developer required for the Project.
- 19.2 **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.
- 19.3 **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.
- 19.4 **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.
- 19.5 **No Obstruction in Construction:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Building.
- 19.6 **No Dealing with Said Premises:** The Owners hereby 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.
20. **Indemnity:**
- 20.1 **By 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.
21. **Miscellaneous:**
- 21.1 **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. It is clarified that although the shares and ownership of the Owners in the Said Premises are equal, the Owners knowingly and by their own will and volition have agreed to receive and accept different consideration and entered into this Agreement and neither of the Owners shall raise any dispute in this regard.
- 21.2 **Essence of the 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.
- 21.3 **Documentation:** Save the documents specifically excepted herein, 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.



- 21.4 **Valid Receipt:** The Owners shall pass valid receipts for all amounts to be paid under this Agreement.
- 21.5 **No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract 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.
- 21.6 **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.
- 21.7 **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 signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertakes to sign and execute all additional applications and other documents provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.
- 21.8 **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.
- 21.9 **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.
- 21.10 **Name of New Building:** The name of the building shall be solely decided by the Developer.
- 21.11 **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.
- 21.12 **Transfer To Association:** Notwithstanding anything elsewhere to the contrary herein contained, it is expressly agreed, understood and clarified that if at any time, under the provisions of the applicable laws, the Common Area and/or the land comprised in the Said Premises or any part thereof are required to be transferred to the association of allottees, then the Developer and/or the Owners, as per their



respective entitlements, shall be entitled to do so and the Allottees shall do all acts, deeds and things and sign, execute and deliver all papers documents etc., as be required therefor and if any stamp duty, registration fee, legal fees, other expenses etc., is payable therefor, then the same shall be borne, paid and discharged by the allottees of the Project and the Developer (for any Unit retained by the Developer) and each of the Owners (for their respective Units) proportionately and each party shall keep the other parties fully indemnified with regard thereto.

21.13. **Computation of Share In Common Portion:** The attributable share in Common Portions to any flat shall be derived by taking into consideration the proportion which the super built up area of the said flat bears to the total super built up area of the New Building.

21.14 **Computation of Share In Land:** The attributable share in land to any flat shall be derived by taking into consideration the proportion which the super built up area of the said flat bears to the total super built up area of the New Building.

22. **Defaults:**

22.1 **Default by Owners:** If the Owners fail and/or neglect to perform any obligation or obligations to be performed by the Owners in terms of this Agreement (**Owners' Default**) and if the project is delayed therefor and/or the Developer suffers any losses and/or damages including financial losses therefor, then and in such event, (1) the Owners shall take steps to fulfill such obligation or obligations without further delay (2) the Completion Time shall automatically be extended for the period of delay in fulfilling such obligation or obligations by the Owners and (3) the Owners shall forthwith make good the losses and/or damages, if any suffered by the Developer due to failure of Owners to fulfill such obligation or obligations in time.

22.2 **Default by Developer:** Subject to Force Majeure (defined in Clause 23 hereunder) reasons and Owners' Default, if the Developer fails to complete the New Building with the Completion Time, the Completion Time shall automatically be extended for another 6 (six) calendar months (**Extended Time**). Subject to Force Majeure (defined in Clause 23 hereunder) reasons and Owners' Default, If the Developer fails to complete the New Building even within the Extended Period, then and in such event, the Developer shall be liable to pay to the Owners predetermined damages of Rs.5000/- (Rupees five thousand) only per month till such time the Developer completes the New Building in terms of this Agreement.

23. **Force Majeure:**

23.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war,



military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

23.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event/s of force majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to re-commence its affected operations in order for it to perform its obligations. Neither the Owner nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

23.3 **Reasonable Endeavours:** The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which this Agreement may be performed despite the continuance of the event of force majeure.

24. **Entire Agreement:**

24.1 **Supercession:** This Agreement constitutes the entire agreement between the Parties and revokes and supercedes all previous discussions/correspondence and agreements between the Parties, in writing, oral or implied.

25. **Original Agreement:**

25.1 **With Developer:** The original of this Agreement shall be retained by the Developer. The Owners may retain copy/certified copy of this Agreement, which shall be deemed to be an original.

26. **Severance:**

26.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance



other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

26.2 **Deletion of Invalid Provision:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

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 both the Parties and expressly referring to the relevant provision of this Agreement.

28. **Notice:**

28.1 **Mode of Service:** Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Partner/s of the Developer and the Developer shall address all such notices and other written communications to the Owners.

28.2 **Time of Service:** Any such notice or other written communication shall be deemed to have been served:

28.2.1 **Personal Delivery:** if delivered personally, at the time of delivery.

28.2.2 **Registered Post:** if sent by prepaid recorded delivery (registered post or courier service), on the 4<sup>th</sup> day of handing over the same to the postal authorities/service provider.

28.3 **Proof of Service:** In proving such service it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery (registered post or courier), that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider.

28.4 **Electronic Mail:** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served.

29. **Roof Right**

29.1 **Roof Right:** The roof right of the top floor of the New Building shall always be with the Developer and the Developer shall have the right to construct further storeys on the top floor of the New Building without the consent of the Owners and/or their



successor – in-interest and shall have the absolute right to commercially exploit the same at the sole discretion of the Developer.

**30. Arbitration:**

**30.1 Disputes and Pre-referral Efforts:** The Parties shall attempt to settle any 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), by way of negotiation. To this end, each of the Parties shall use his/her/its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

**30.2 Referral to Arbitration:** If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

**30.3 Arbitration Tribunal:** The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificate]:

**30.3.1 Appointment by Owner:** 1 (one) Arbitrator to be appointed jointly by the Owners.

**30.3.2 Appointment by Developer:** 1 (one) Arbitrator to be appointed by the Developer.

**30.3.3 Chairman:** The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.

**30.4 Conduct of Arbitration Proceeding:** The Parties irrevocably agree that:

**30.4.1 Place:** The place of arbitration shall be Kolkata only.

**30.4.2 Language:** The language of the arbitration shall be English.

**30.4.3 Interim Directions:** The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

**30.4.4 Procedure:** The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

**30.4.5 Binding Nature:** The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

**31. Jurisdiction:**



31.1 **District Judge, Alipore:** In connection with the aforesaid arbitration proceedings, only the District Judge, Alipore shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

32. **Rules of Interpretation:**

32.1 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

32.2 **Gender:** In this Agreement, words denoting any gender include all other genders.

32.3 **Party:** In this Agreement, any reference to a Party is to a party to this Agreement.

32.4 **Headings:** In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

**1st Schedule  
(Said Premises)**

The piece or parcel of land measuring 4 (four) cottah 8 (eight) chittack and 22.5 (twenty two decimal five) square teet, more or less together with structures thereon admeasuring about 1900 (nineteen hundred) square feet, situate, lying at Mouza Naktala, J. L. No,32, C. S. Dag No. 433 (P), E/P. No.202, S.P.No.419, being Municipal Premises No. 87/12/365E, Raja Subodh Chandra Mullick Road, Kolkata - 700 047 (also known as E 63, Ramgarh), Post Office Naktala, Police Station Netaji Nagar (formerly Patuli therebefore Jadavpur), within District South 24 Parganas, under Municipal Ward No.100 of the Kolkata Municipal Corporation, having Kolkata Municipal Corporation Assessee No. 211000841655 and delineated on the Plan attached and bordered in colour Red thereon and butted and bounded as follows:

**On the North :** Partly by Premises No. E/63/1 Ramgarh and partly by Premises No.

E/62/1 Ramgarh

**On the East :** Partly by 10 feet wide Colony Road and partly by Premises No. E/83/1

Ramgarh

**On the West :** Partly by 12 feet wide KMC Road and partly by Premises No. E/52/1

Ramgarh.

**On the South :** Partly by 18 feet wide KMC Road and partly by Premises No. E/64

Ramgarh and partly by E/64/1 Ramgarh



## 2<sup>nd</sup> Schedule (Specifications)

### Brick Work

**External Wall:** 200/250 mm thick brickwork with cement mortar in proportion (1:6) by using 1<sup>st</sup> class kiln burnt brick.

**Partition Wall:** 75/125 mm thick brickwork with cement mortar in proportion (1:4) by using 1<sup>st</sup> class kiln burnt brick and in case of 75 mm thick burn wall wire mesh will be used at every 3<sup>rd</sup>/4<sup>th</sup> layer.

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

**Concrete Work:** All reinforced cement concrete will be in proportion 3:2:1.  
Ground floor covered area will be done by plain cement concrete in proportion 1:2:1.  
Other common areas, concrete under footings will be done by plain cement concrete in proportion 1:3:6.

**Floor of Rooms:** Bed rooms , Verandah, Drawing - dinning: 2' x 2' size tile.  
Kitchen and Toilet: Marble/Tile of 1' x 1' or 1' x 2' or 1 ½' x 1 ½' size

### Toilet Walls

- Upto 6'0" finished with ceramic tiles.

### Staircase

- Staircase will be finished with good quality Marble with 10 mm M.S. Square bar.

### Door

- Entrance Door and Inner doors will be made of 10 mm thick or good quality ply shutter paneled by 32 mm thick wooden rail and style fitted on sal or equivalent wood frame.
- The bathroom door will be made of PVC.

### Windows



- Aluminium window having sliding shutter will be provided.

#### Grills

- Mild Steel flats/10 mm square bars will be used as per design mutually approved by the Developer and the Owners.

#### Water Supply

- Water will be made available from KMC supply.

#### Painting & Finishing

- Outside face of external walls - High quality weather coat.
- Internal face of the walls - Good quality putti finish
- Gate and grills will be painted with two coats of synthetic enamel paints over one coat of primer (Luxol silk synthetic enamel or equivalent paints will be used).

#### Sanitary Fittings in Toilets

The following will be provided:

- Tap with mixing arrangements in common toilets.
- White commode of porcelain of ISI standard brand
- Concealed hot and cold water pipe line with pipes of standard make
- Fittings will be of standard brand.
- Dinning space will provided with wash basin (18" x 16")
- 1 (one) white commode and 2 (two) taps of cold water in WC

#### Kitchen

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

#### Electrical Points & 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.
- 1 (one) elevator having capacity of 4 (four) passengers will be provided.
- 1 (one) A.C. point in each flat.
- 2 (two) light points, 1 (one) fan point and 1 (one) 5 Amp plug point in each room
- 1 (one) light point, 1 (one) 5 Amp plug point in each room and 1 (one) exhaust fan point in each kitchen
- 1 (one) light point, 1 (one) exhaust fan point and 1 (one) Geyser point in each toilet
- 1 (one) light point and 1 (one) exhaust fan point in each WC
- 1 (one) Elevator, having 4 passengers capacity.

#### Others

- Over Head Tank will be made of PVC.
- Any extra work/fittings over and above specification can be provided at extra charges to be borne by the Owners.





33. Execution and Delivery:

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

Biswanath Chatterjee  
Biswanath Chatterjee

Tarak Nath Chattopadhyay  
Tarak Nath Chattopadhyay  
[Owners]

For  
Aesthetic Construction  
Aesthetic Construction

Suman Sarkar

(Sri Suman Sarkar)

Aesthetic Construction  
Biplab Dutta Banik

(Sri Biplab Dutta Banik)

Partners  
[Developer]

Drafted by  
Swati Chomal  
F/1390/1245/2018  
Advocate of High court, Calcutta  
Witnesses:

Signature Swati Chatterjee Signature Mamlesh Chatterjee

Name Swati Chatterjee Name Mamlesh Chatterjee

Father's Name Late. Monostanjon Mukherjee Father's Name Late Anil Kumar Chatterjee

Address E-63 Ramgaria Address D/13 Ramgaria

Kol-700047 Kol-700047



Receipt

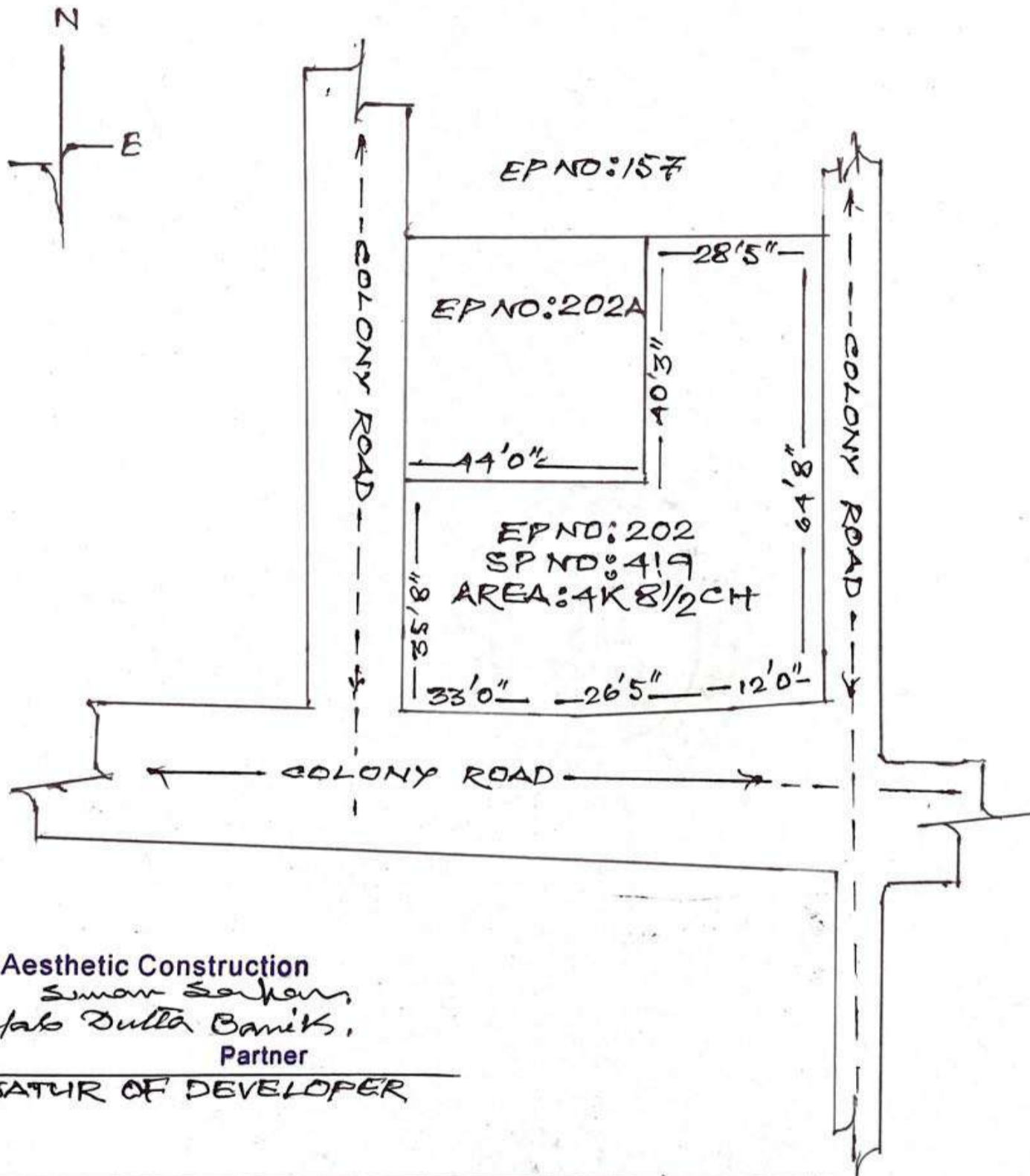
I confirm having received the said Refundable Deposit, being Rs. 2,00,000/- (Rupees two lac) only, from the abovenamed Developer, in the manner following:

Cheque No.	Date	Bank	Branch	Amount (Rs.)
000381	11/05/2023	HDFC	Baistmalghata Patuli	200000/-

*Tarak Nath Chattopadhyay*  
(Tarak Nath Chattopadhyay)



THE SITE PLAN SHOWING EP NO: 202 SP NO: 419 OF  
 E/63 RAMGARH, POST: NAKTALA, PS: JADAVPUR, KOLKATA-700047  
 WARD NO: 100, BOROUGH: X UNDER KOLKATA MUNICIPAL  
 CORPORATION, DISTRICT: SOUTH 24 PARGANAS, INCS DAG NO: 433(P)  
 MOUZA: NAKTALA, TL NO: 32, MEASURING AREA: 4K 8 1/2 CH (MORE OR  
 LESS) ADDRESS: 87/12/365 E RAJA SUBODH CHANDRA MULLICK ROAD.



SL NO	NAME OF THE PLOT HOLDER	EP NO	SP NO	AREA	SIGNATURE
1.	TARAK NATH GHATTOPADHYAY	202	419	4 KATHA 8 1/2 CH	Tarak Nath Chattopadhyay
2.	BISWANATH CHATTERJEE				Biswanath Chatterjee



**SPECIMEN FORM FOR TEN FINGERPRINTS**



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Tarar Nam Chakraborty

Signature



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Biswas Deb  
Chatterjee

Signature



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Biplab Dutta  
Borah

Signature



**SPECIMEN FORM FOR TEN FINGERPRINTS**



*Suman Saha*

	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

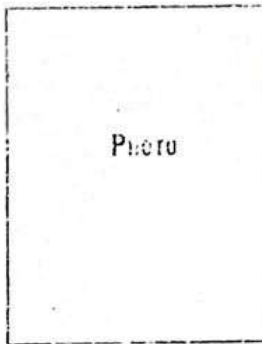
Signature \_\_\_\_\_



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					



Signature \_\_\_\_\_



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature \_\_\_\_\_



## Major Information of the Deed

Deed No :	I-1904-06516/2023	Date of Registration	11/05/2023
Query No / Year	1904-2001161476/2023	Office where deed is registered	
Query Date	09/05/2023 6:13:18 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	S K Mallick 3/161, Belgharia,Thana : Belgharia, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9830328824, Status :Buyer/Claimant		
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 : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,52,29,686/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,031/- (Article:48(g))	Rs. 3,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :



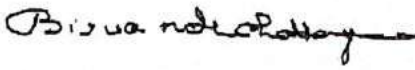


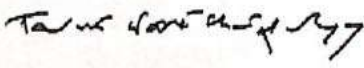
District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja S. C. Mullick Road, , Premises No: 87/12/365E, , Ward No: 100 Pin Code : 700047

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	4 Katha 8 Chatak 22.5 Sq Ft	1/-	1,39,47,186/-	Width of Approach Road: 18 Ft.,
<b>Grand Total :</b>				<b>7.4766Dec</b>	<b>1 /-</b>	<b>139,47,186 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1900 Sq Ft.	1/-	12,82,500/-	Structure Type: Structure
Gr. Floor, Area of floor : 1900 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>1900 sq ft</b>	<b>1 /-</b>	<b>12,82,500 /-</b>	

**Land Lord Details :**






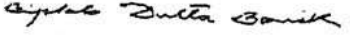
SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mr Biswanath Chatterjee</b> Son of Late Hiralal Chatterjee Executed by: Self, Date of Execution: 11/05/2023 , Admitted by: Self, Date of Admission: 11/05/2023 ,Place : Office			
	11/05/2023	LTI 11/05/2023	11/05/2023	
87/12/365E Raja Subodh Chandra Mullick Road, City:- Not Specified, P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: azxxxxxx6b,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 11/05/2023 , Admitted by: Self, Date of Admission: 11/05/2023 ,Place : Office				
2	<b>Name</b> <b>Mr Tarak Nath Chattopadhyay</b> Son of Late Hiralal Chatterjee Executed by: Self, Date of Execution: 11/05/2023 , Admitted by: Self, Date of Admission: 11/05/2023 ,Place : Office			
	11/05/2023	LTI 11/05/2023	11/05/2023	
87/12/365E Raja Subodh Chnadra Mullick Road, City:- Not Specified, P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: acxxxxxx4a,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 11/05/2023 , Admitted by: Self, Date of Admission: 11/05/2023 ,Place : Office				

**Developer Details :**



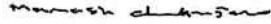
SI No	Name,Address,Photo,Finger print and Signature
1	<b>Aesthetic Construction</b> C/16 Ramgarh, City:- Not Specified, P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047 , PAN No.:: axxxxxx0a,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr Suman Sarkar (Presentant)</b> Son of Late Sashi Bhusan Sarkar Date of Execution - 11/05/2023, , Admitted by: Self, Date of Admission: 11/05/2023, Place of Admission of Execution: Office	 May 11 2023 1:57PM	 LTI 11/05/2023	 11/05/2023
C/16 Ramgarh, City:- Not Specified, P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: bgxxxxxx1k,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Aesthetic Construction (as Partner)				
2	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr Biplab Dutta Banik</b> Son of Late Beni Madhab Dutta Banik Date of Execution - 11/05/2023, , Admitted by: Self, Date of Admission: 11/05/2023, Place of Admission of Execution: Office	 May 11 2023 2:00PM	 LTI 11/05/2023	 11/05/2023
E/154 Ram Garh, City:- Not Specified, P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aoxxxxxx7n,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Aesthetic Construction (as Partner)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Manas Chatterjee</b> Son of Late Anil Kumar Chatterjee 87/12/365E, Raja S C Mullick Road, City:- Kolkata, P.O:- Naktal, P.S:-Patuli, District:- South 24-Parganas, West Bengal, India, PIN:- 700047	 11/05/2023	 11/05/2023	 11/05/2023
Identifier Of Mr Biswanath Chatterjee, Mr Tarak Nath Chattopadhyay, Mr Suman Sarkar, Mr Biplab Dutta Banik			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Mr Biswanath Chatterjee	Aesthetic Construction-3.73828 Dec
2	Mr Tarak Nath Chattopadhyay	Aesthetic Construction-3.73828 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Mr Biswanath Chatterjee	Aesthetic Construction-950.00000000 Sq Ft
2	Mr Tarak Nath Chattopadhyay	Aesthetic Construction-950.00000000 Sq Ft



**Endorsement For Deed Number : I - 190406516 / 2023**

**On 11-05-2023**

**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.

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

Presented for registration at 12:50 hrs on 11-05-2023, at the Office of the A.R.A. - IV KOLKATA by Mr Suman Sarkar ,

**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 1,52,29,686/-

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

Execution is admitted on 11/05/2023 by 1. Mr Biswanath Chatterjee, Son of Late Hiralal Chatterjee, 87/12/365E Raja Subodh Chandra Mullick Road, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service, 2. Mr Tarak Nath Chattopadhyay, Son of Late Hiralal Chatterjee, 87/12/365E Raja Subodh Chnadra Mullick Road, P.O: Naktala, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by Profession Service

Identified by Mr Manas Chatterjee, , , Son of Late Anil Kumar Chatterjee, 87/12/365E, Raja S C Mullick Road, P.O: Naktal, Thana: Patuli, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Business

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

Execution is admitted on 11-05-2023 by Mr Suman Sarkar, Partner, Aesthetic Construction, C/16 Ramgarh, City:- Not Specified, P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047

Identified by Mr Manas Chatterjee, , , Son of Late Anil Kumar Chatterjee, 87/12/365E, Raja S C Mullick Road, P.O: Naktal, Thana: Patuli, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Business

Execution is admitted on 11-05-2023 by Mr Biplab Dutta Banik, Partner, Aesthetic Construction, C/16 Ramgarh, City:- Not Specified, P.O:- Naktala, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700047

Identified by Mr Manas Chatterjee, , , Son of Late Anil Kumar Chatterjee, 87/12/365E, Raja S C Mullick Road, P.O: Naktal, Thana: Patuli, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 2,105.00/- ( B = Rs 2,000.00/- ,E = Rs 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 3,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/05/2023 5:41PM with Govt. Ref. No: 192023240047490888 on 10-05-2023, Amount Rs: 3,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 5671823679939 on 10-05-2023, Head of Account 0030-03-104-001-16

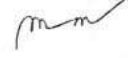
## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 10.00/-, by online = Rs 40,021/-

### Description of Stamp

1. Stamp: Type: Impressed, Serial no 147457, Amount: Rs.10.00/-, Date of Purchase: 30/08/2022, Vendor name: A K Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/05/2023 5:41PM with Govt. Ref. No: 192023240047490888 on 10-05-2023, Amount Rs: 40,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 5671823679939 on 10-05-2023, Head of Account 0030-02-103-003-02



**Mohul Mukhopadhyay**  
**ADDITIONAL REGISTRAR OF ASSURANCE**  
**OFFICE OF THE A.R.A. - IV KOLKATA**  
**Kolkata, West Bengal**





Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192023240047490888

GRN Details

GRN:	192023240047490888	Payment Mode:	SBI Epay
GRN Date:	10/05/2023 17:41:01	Bank/Gateway:	SBIPay Payment Gateway
BRN :	5671823679939	BRN Date:	10/05/2023 17:41:34
Gateway Ref ID:	IGAPOKBPP9	Method:	State Bank of India NB
GRIPS Payment ID:	100520232004749087	Payment Init. Date:	10/05/2023 17:41:01
Payment Status:	Successful	Payment Ref. No:	2001161476/3/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mr Suman Sarkar
Address:	C/16, Ramgarh, Kol-47
Mobile:	9874612599
EMail:	sunny.sarkar107@gmail.com
Period From (dd/mm/yyyy):	10/05/2023
Period To (dd/mm/yyyy):	10/05/2023
Payment Ref ID:	2001161476/3/2023
Dept Ref ID/DRN:	2001161476/3/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001161476/3/2023	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2001161476/3/2023	Property Registration- Registration Fees	0030-03-104-001-16	3021
			<b>Total</b>	<b>43042</b>

IN WORDS: FORTY THREE THOUSAND FORTY TWO ONLY.

**Certificate of Registration under section 60 and Rule 69.**

Registered in Book - I

Volume number 1904-2023, Page from 322799 to 322836  
being No 190406516 for the year 2023.



Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2023.05.15 13:44:20 +05:30  
Reason: Digital Signing of Deed.

*mm*

(Mohul Mukhopadhyay) 2023/05/15 01:44:20 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

**(This document is digitally signed.)**