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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

18 OCT 2021

DEVELOPMENT AGREEMENT

1. Date: 7.10.2021
2. Place: Kolkata

Visa Case No. 3322 of 04.10.21  
 J (1)- 250  
 J (2)- 150  
 Total 400/-  
 Realised on \_\_\_\_\_

ARA-IV  
Kolkata

76087

Bholanath Datta pers  
9 S L Pymelan  
10-12

NAME
ADD.
Ks. 107
10 SEP 2021
SURANJAN MUKHERJEE
Licence: Vendor
C. C. Court
2 & 3, K. S. Roy road, KOL

10 SEP 2021  
10 SEP 2021

Aparna Ghosh



Subrata Mukherjee  
 Father Lt Dipen Mukherjee  
 1/A Konundra Mitralane  
 KOL 700004  
 P/O Shyam Bazar  
 P/O Shyam Pukur  
 Service

ADDITIONAL REGISTRAR  
 OF ASSURANCES-IV, KOLKATA



### 3. Parties:

- 3.1.1 **SRI BHOLA NATH DUTTA**, (PAN NO : ACNPD8631K, Aadhaar No. 855591912205, Mobile No. 9836682250) son of Late Ashutosh Dutta, by faith-Hindu, Indian, by occupation-Retired
- 3.1.2 **SRI SWARNENDU DUTTA**, (PAN NO : AKQPD0661C, Aadhaar No. 830560933020, Mobile No. 7980011368) son of Sri Bhola Nath Dutta, by faith - Hindu, by nationality Indian, by occupation Self Employed,
- 3.1.3 **MS. SUPARNA DUTTA**, (PAN NO :BEYPD7217K, Aadhaar No. 509033404451 Mobile No. 9681727905) married daughter of Sri Bhola Nath Dutta and wife of Sri Sayntan Sen, by faith-Hindu, by nationality Indian, by occupation-Household activities, all are residing at 9, Surendralal Pyne Lane, Kolkata- 700 012, P.S. Muchipara, P.O. Bowbazar. **Owners** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, legal representatives and assigns)

#### AND

- 3.2.1 **SMT. APARNA GHOSH** (PAN NO : AIAPB7907M, Aadhaar No. 787275770550, Mobile No. 6289465877) wife of Sri Sanjib Ghosh by faith-Hindu, by nationality Indian, by occupation-Business, carried on under the name and style of **M/S GHOSH CONSTRUCTION, proprietorship firm**, residing at 61A, Shyampukur Street, P.S. Shyampukur, P.O. Shyambazar, Kolkata-700 004. **Developer** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its administrators, successors-in-office, executors, legal representatives nominees and assigns) **Owners and Developer, collectively Parties.**

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

4. **Subject Matter of Agreement:**

4.1 **Development:** Development and commercial exploitation of ALL THAT the municipal premises Nos. 11B, 11B/1 & 11B/2, Surendralal Pyne Lane, Kolkata- 700 012, P.S. Bowbazar P.O. Muchipara, Ward No. 040 of the Kolkata Municipal Corporation admeasuring 6 Cottahs 8 Chittaks 41 SFT of land little more or less together with old and dilapidated Katcha Shed in the municipal records as Assessee Nos. 11-040-31-0005-5, Assessee Nos. 11-040-31-0006-7, & Assessee Nos. 11-040-31-0007-9, and described in the 1<sup>st</sup> **Schedule** below (**Premises**).

5. **Background, Representations, Warranties and Definitions:**

5.1.1 **Devolution of Title:** The devolution of title to the Premises is more fully described in the 2<sup>nd</sup> **Schedule** hereto, which is true and correct.

5.1.2 **No Encumbrances:** The right, title and interest of the Owners in the Premises are free from all encumbrances whatsoever and the Owners have a good and marketable title thereto.

5.1.3 **No Requisitions, Acquisitions and Attachments:** The Premises or any part thereof is at present not affected by any

requisition or acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings has been received or come to the notice of the Owners and neither the Premises nor any part thereof has been attached and/or is liable to be attached under any decree or order of any Court of Law or due to Income Tax, Revenue or any other Public Demand.

- 5.2 **Decision to Develop:** The Owners became desirous of developing the Premises by demolition of the existing structure and by constructing a new building in place and instead thereof but realized that it will not be possible for them to do so and hence decided to do such development through a Developer.
- 5.3 **Background of Developer:** The Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.
- 5.4 **Offer of Development:** The Owners, coming to know of the background of the Developer, approached to the Developer and made the above representations and requested the Developer to take up the development of the Premises as fully stated in the 1<sup>st</sup> Schedule hereunder written.
- 5.5 **Reliance on Representations:** Relying on the representations of the Owners, the Developer has agreed to develop and commercially exploit the Premises by constructing a new building





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

Details

Query No: 192021220089876841      Payment Mode: Online Payment  
Query Date: 01/10/2021 06:28:23      Bank/Gateway: HDFC Bank  
Query No: 1576036847      BRN Date: 01/10/2021 06:10:09  
Payment Status: Successful      Payment Ref. No: 2001898681/3/2021 ✓  
[Query No:\*/Query Year]

Visitor Details

Visitor's Name: A CHAKRABORTY  
Address: Dum Dum  
Mobile: 9830568781  
Contact No: 09830568781  
Visitor Status: Solicitor firm  
Query No: 2001898681  
Applicant's Name: Mr A Chakraborty  
Registration No: 2001898681/3/2021  
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
	2001898681/3/2021	Property Registration- Stamp duty	0030-02-103-003-02	39921
	2001898681/3/2021	Property Registration- Registration Fees	0030-03-104-001-16	6021
		<b>Total</b>		<b>45942</b>

WORDS: FORTY FIVE THOUSAND NINE HUNDRED FORTY TWO ONLY.



Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19042001898681/2021

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
1	Shri Bnola Nath Dutta 9, Surendralal Pyne Lane, City:- , P.O:- Bowbazar, P.S:-Muchipara, District:- Kolkata, West Bengal, India. PIN:- 700012	Land Lord		7308 	
2	Shri Swarnendu Dutta 9, Surendralal Pyne Lane, City:- , P.O:- Bowbazar, P.S:-Muchipara, District:- Kolkata, West Bengal, India, PIN:- 700012	Land Lord		7309 	
3	Ms Suparna Dutta 9, Surendralal Pyne Lane, City:- , P.O:- Bowbazar, P.S:-Muchipara. District:- Kolkata, West Bengal, India, PIN:- 700012	Land Lord		7310 	



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
4	Smt APARNA GHOSH 61A, Shyampukur Street, City:- , P.O:- Shyambazar, P.S:- Shyampukur, District:- Kolkata, West Bengal, India, PIN - 700004	Representative of Developer [MESSRS GHOSH CONSTRUCTION]		7309 	Aparna Ghosh 7/10/2021
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Subrata Mukherjee Son of Late Dipen Mukherjee 1/1a, Ganendra Mitra Lane, City:- , P.O:- Shyambazar, P.S:- Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700004	Shri Bhola Nath Dutta, Shri Swarnendu Dutta, Ms Suparna Dutta, Smt APARNA GHOSH		7311 	Subrata Mukherjee 07/10/21

(Mohul Mukhopadhyay)

ADDITIONAL REGISTRAR  
OF ASSURANCE

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

Kolkata, West Bengal



thereon (New Building) in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation (Plans).

- 5.6 **Negotiations:** Discussions and negotiations have taken place between the Parties and terms and conditions have been agreed upon, which the Parties are desirous of recording hereunder.
- 5.7 **Definition** unless in these presents therein something in the subject or context in consistent there with
- I. **Property** shall mean the entirely ALL THAT the municipal premises No. 11B, 11B/1 & 11B/2, Surendralal Pyne Lane, Kolkata- 700 012, P.S. Muchipara, P.O. Bowbazar, Ward No. 040, of the Kolkata Municipal Corporation admeasuring 6 (six) Cottahs 8 (eight) Chittaks 41 (forty one) Sft of land together with old and dilapidated dwelling houses in the municipal records as Assessee Nos. 11-040-31-0005-5, Assessee Nos. 11-040-31-0006-7, & Assessee Nos. 11-040-31-0007-9, more fully and particularly described in the 1st Schedule hereunder written.
  - II. **Building** shall mean the building to be constructed on the said property and intended for the enjoyment of the Owners and Developer in all respect i.e. for residential and commercial or otherwise by its legal occupiers.
  - III. **Owners** shall mean 1. **SRI BHOLA NATH DUTTA**, (PAN NO : ACNPD8631K, Aadhaar No. 855591912205, Mobile No.

9836682250) son of Late Ashutosh Dutta, by faith-Hindu, Indian, by occupation-Retired **2. SRI SWARNENDU DUTTA**, (PAN NO : AKQPD0661C, Aadhaar No. 830560933020, Mobile No. 7980011368) son of Sri Bhola Nath Dutta, by faith - Hindu, by nationality Indian, by occupation Self Employed, **3. MS. SUPARNA DUTTA**, (PAN NO :BEYPD7217K, Aadhaar No. 509033404451 Mobile No. 9681727905) married daughter of Sri Bhola Nath Dutta and wife of Sri Sayntan Sen, by faith-Hindu, by nationality Indian, by occupation-Household activities, all are residing at 9, Surendralal Pyne Lane, Kolkata- 700 012, P.S. Muchipara, P.O. Bowbazar as written in the outset and shall include their respective legal heirs, legal representatives executors administrators and / or assigns.

- IV. **Developer** shall mean **SMT. APARNA GHOSH** carrying on her business as sole-proprietress under the name and style of **M/S GHOSH CONSTRUCTION** bearing Trade License C.E. No. 0010 6204 1204, issued by the Kolkata Municipal Corporation and Income Tax Permanent Account No. AIAPB7907M, GSTIN 19AIAPB7907M1Z3. with her office situated at 61A, Shyampukur Street, P.S Shyampukur, Kolkata-700 004 and shall include her legal heirs, legal representative's executors administrators and/or assigns.
- V. **Common Facilities** shall mean and include corridors, stairways, passageways, lifts and other facilities whatsoever required for the maintaining and/or management of the said building and enjoyment of various portion of the said buildings.



- VI. **BUILDING PLAN** shall mean the plan to be sanctioned by the Kolkata Municipal Corporation or such other or further plan or plans, which may be submitted by the Owners or by the Developer for additions, modifications and/or amendment, which may be made thereto from time to time.
- VII. **UNIT** shall mean and called the flats or residential apartments and/or other area as in the said building.
- VIII. **OWNERS' ALLOCATION** shall mean the owners' share in the newly constructed building which shall be allotment in all of **50% of constructed area** in the said building to be decided at the discretion of the developer hereto with the said area that means **(1)75% of Ground Floor back Northern side (2) 25% of First Floor Back/Northern side portion (3) 50% of Second Floor back Northern side portion (4) 50% of Third Floor Front Southern side portion** i.e. total aggregating to 50% being equipped with such specifications as more fully particularly stated in 5<sup>th</sup> Schedule hereunder written and payment of the sum of Rs.30,00,000/-(Rupees Thirty Lakhs) only without interest **which its Re-fundable at the time of possession of the ground floor and First floor** only as cash consideration as per the scheme of payment contained in these presents the owners doth hereby bind themselves to return the refundable amount of Rs.30,00,000/-(Rupees Thirty Lakhs) only within the specific date as stated above and until the such refund is made

satisfaction of Developer the allocated flat of the owners in the second floor pertaining to the proposed building shall remain charged with the Developer.

IX. **DEVELOPER'S ALLOCATION** shall mean for all practical purposes all that the to building to be constructed as per plan be sanctioned by the Kolkata Municipal Corporation in respect rest of the area except owners allocation as per the plan to be sanctioned by the Kolkata Municipal Corporation.

6. **APPOINTMENT AND COMMENCEMENT:**

6.1 **Appointment and Acceptance:** The Owners hereby appoints the Developer as the develop of the Premises and the Developer accepts such appointment. By virtue of such appointment, the Owners hereby grant, subject to what has been hereunder provided, exclusive right to the Developer to build upon and exploit commercially the Premises by (1) demolishing the existing structures, (2) constructing the New Building and (3) dealing with the same after setting aside the Owners' Allocation (defined below).

6.2 **Commencement and Tenure:** Consequent to such appointment and acceptance of appointment, 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 the development of the Premises is completed and all obligations of the Parties towards each other stands fulfilled and performed.



7. **Owners Consideration:**

7.1 **Owners' Allocation:** The Developer shall, at its own costs and expenses, construct finish, complete and deliver to the Owners in habitable condition and according to the Plans, undisputed possession **50% of constructed area** in the said building that means **(1)75% of Ground Floor back Northern side portion (2) 25% of First Floor Back/Northern side portion (3) 50% of Second Floor back/Northern side portion (4) 50% of Third Floor Front/Southern side portion** to be decided at the discretion of the developer hereto with the said flats (Owners' Allocation) which are morefully and particularly described in the 5<sup>th</sup> Schedule hereunder written. It is clarified that the Owners' Allocation shall include undivided, impartiable and indivisible proportionate share in the common areas, amenities and facilities made available in the New Building such as stairways, passages, driveways, common lavatory, electric meter room, pump room, reservoir, over head water tank, water pump and motor, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the New Building, which are more fully described in the 3<sup>rd</sup> Schedule below (collectively Common Portions) and the land contained in the Premises. It is relevant to state here that the rehabilitation of the tenants of said proposed building from the part and/or portion of Owners's allocation.

7.2 **Pecuniary Consideration:** The developer will pay to

the Owners an amount of Rs.30,00,000/= (Rupees Thirty Lakhs) **which its Re-fundable at the time of possession of ground floor and first floor** out of which Rs.6,00,000/= (Rupees Six Lacs) only will be paid at the time of execution this agreement and the developer shall pay the balance amount in the following manner.

7.3 The developer will be pay a sum of Rs.3,00,000/- (Rupees three lack) only at the time of handed over the site after shifting of tenant for executing the project work. Rs.10,50,000/- (Rupees ten lack fifty thousand) only will be paid after sanction plan from K.M.C. authority and Rs.10,50,000/- (Rupees Ten lack fifty thousand) only be paid after casting of 1<sup>st</sup> floor which is morefully and particularly mentioned in the 6<sup>th</sup> Schedule hereunder written.

8. **Developer's Consideration:**

8.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to the balance areas of 50% constructed area in the said building means 25% of Front/Southern side of the ground floor, 75% of Front/Southern side of the First floor, 50% of the Front/Southern side of the Second floor and 50% of back/northern side of the third floor and balance car parking spaces in the New Building (Developer's Allocation). The Developer's Allocation shall include undivided, impartiable and indivisible proportionate share in the Common Portions and the land contained in the Premises.



9. **Possession, Shifting, Demolition, Soil Testing:**

9.1 **Possession:** The Owners shall make over possession of the entirety of the Premises within 10 days from the date of building sanctioned plan. The Owners shall deliver such possession to the Developer in part performance of this Agreement and the Developer shall be entitled to remain in such possession for the furtherance of this Agreement.

9.2 **Shifting and Alternative Accommodation:** From the date of delivery of possession of the Premises to the Developer, the Developer shall pay the tenants for the duration of construction and completion of the New Building and till the time the Owners' Allocation is delivered to the Owners. In the event of the delivery of possession of the Owners' Area to the Owners beyond the period contemplated in Clause 17.1, such rate shall be revised and mutually determined. If any extra amount is required for such alternative accommodation, the Owners will bear the same.

9.3 **Demolition and Soil Testing:** From the date hereof the Developer is entitled to enter into the Premises and do soil testing, construct boundary walls and do other preparatory works for the purpose of getting the Plans sanctioned and upon receiving possession of the Premises from the Owners, the Developer shall cause demolition of the existing structure on the Premises. The Developer shall be entitled to the building materials/debris arising out of such demolition excluding the wooden beams, which shall belong to the Owners.

10. **Powers and Authorities:**

10.1 **General Power of Attorney:** The Owners shall grant to the Developer and/or its nominees a Registered General Power of Attorney for the purpose of obtaining sanction of the Plans and all necessary permissions from different authorities in connection with the construction of the New Building and also for booking and sale of the Developer's Allocation.

10.2 **Further Acts:** Notwithstanding grant of the aforesaid General Power of Attorney, the Owners hereby undertake that they will execute, as and when necessary, all papers, documents, plans etc. for the purpose of development of the Premises at the cost of the Developer. But, if any cost is involved for rectification of any defect in title of the Premises or any cost involved in establishing the proper title of the Owners to the Premises shall be borne by the Owners.

11. **Sanction and Construction:**

11.1 **Sanction:** The Developer shall, at its own costs, appoint an architect on behalf of the Owners (Architect) and through the Architect; the Developer shall have prepared, submitted and sanctioned by the Kolkata Municipal Corporation (KMC) the Plans of the New Building.

11.2 **Construction of the New Building:** The Developer shall, at its own costs and without creating any financial or other liability on the Owners, construct, erect and complete the New Building in accordance with the sanctioned Plans, as per the



agreed specifications mentioned in the 4<sup>th</sup> Schedule below. Decision of the Architect regarding the quality of materials shall be final and binding on the Parties. All costs charges and expenses including Architect's Fees shall be discharged and paid by the Developer and the Owners shall bear no responsibility' in this context.

**11.3 Utilities:** The Developer shall at its own costs install and erect in the New Building, lift, pump, water storage tank, overhead reservoir, temporary electric connection until permanent electric connection is obtained, water connection, sewage connection and deep tube well subject to approval of the KMC. For permanent electric connection, the prospective purchasers (collectively Transferees) of the apartments/spaces in the New Building (Units) shall pay the deposits and other charges levied by CESC Ltd. The Owners shall also pay the charges levied by CESC Ltd. for the Owners' Allocation.

**11.4 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 in no circumstances the Owners shall be responsible for their price/value, storage and quality.

**11.5 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 at the costs of the Developer.

11.6 **Modification:** Any amendment or modification to the Plans may be made caused to be made by the Developer within the permissible limits of the Rules provided however no alteration or modification shall be made Owners' Allocation without the consent of the Owners in writing.

11.7 **No Obstruction:** The Owners shall not do any act deed or thing whereby Developer is obstructed or prevented from construction and completion of the New Building.

12. **Dealings with Units in the New Building:**

12.1 **Owners' Allocation:** The Owners shall be entitled to sale the Owners's Allocation and shall be entitled to transfer or otherwise deal with the Owners' Allocation after obtaining possession letter from the Developer in respect of his allocated portion, in any manner the Owners deem appropriate. However, any transfer of any part of the Owners' Allocation shall be subject to the provisions of this Agreement.

12.2 **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 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 however 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.

12.3 **Transfer of Developer's Allocation:** In consideration 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 and Plans in favour of the Transferees, in such part or parts as shall be required by the Developer.

12.4 As the owners and the Developer have their allocation 50% each on the constructed area hence at the time of handing over of the owners allocation physical measurement of the entire constructed area pertaining to the new building has to be taken and if it is detected after taking such physical measurement, constructed area cannot be divided on 50% : 50% basis then and in that event the person getting the larger area and/or fractional larger area shall have to compensate the other person of the portion of such higher area and the price of such higher (fractional) area shall be calculated on the basis of construction cost.

12.5 **Cost of Transfer:** The costs of such conveyances including stamp duty and registration expenses and all other legal expenses shall be borne and paid by the Transferees.

13. **Municipal Taxes and Outgoings:**

13.1 **Relating to Period Prior to Possessions:** All Municipal rates and taxes and outgoings on the Premises relating to the period prior to the Owners delivering possession of the entirety of the Premises to the Developer shall be borne, paid and discharged by the Owners. It is made specifically clear that all outstanding dues up to the date of giving possession of the

Premises as per this Agreement 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 and/or the statutory authority, without raising any objection thereto.

**13.2 Relating to Period After Possession:** As from the date of making over possession of the entirety of the Premises to the Developer, the Developer shall be liable for Municipal rates and taxes as also other outgoings in respect of the Premises, till such time the possession of the Owners' Allocation is given to the Owners and possession of the Units is given to the Transferees, who shall, respectively, from the dates of such possession, become liable and responsible for Municipal rates and taxes and all other outgoings, as discussed hereafter.

**14. Possession and Post Completion Maintenance:**

**14.1 Notice of Completion:** As soon as the New Building is completed (as certified by the Architect) with occupancy certificate of KMC, the Developer shall give a written notice to the Owners requiring the Owners to take possession of the Owners' Allocation and the Owners shall take possession within 30 (thirty) days from the date of such notice, failing which it shall be deemed that the Owners have taken possession, whether or not the Owners take physical possession.

**14.2 Possession Date and Rates:** On and from such date of taking physical possession or deemed possession (Possession Date), the Owners shall be exclusively responsible for payment of all Municipal rates and taxes and other public outgoings and



impositions whatsoever (collectively Rates) payable in respect of the Owners' Allocation only provided however when such Rates are applicable to the whole of the Premises/New Building, the same shall be apportioned on pro-rata basis with reference to the total area of the New Building. The Transferees shall be also responsible for payment of the Rates in respect of the Developer's Allocation.

**14.3 Punctual Payment and Mutual Indemnity:** The Owners and the Transferees shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and all 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 or others.

**14.4 Maintenance:** The Developer and the Owners shall 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 framed by a representative body of the Owners and Transferees (Association), which shall be in charge of such management of the affairs of the New Building.

**14.5 Maintenance Charge:** For a period of 3 (three) months from the Possession Date or till such time the Association is formed, whichever is earlier, the Developer shall manage and maintain the Common Portions of the New Building, upon the Owners and the Transferees paying and bearing, forthwith on

demand, to the Developer, the costs and service charge for such management and maintenance (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. The Developer shall always be liable for the Maintenance Charge for the unsold portions of the Developer's Allocation.

**14.6 Failure to Pay Maintenance Charge:** Should the Owners or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates, within 15 (fifteen) days of demand in this behalf, the defaulter shall be liable to pay interest on the amount outstanding @ 18% (eighteen percent) per annum from the due date of payment till the payment is made and in addition, during the period of default, none of the common services amenities and facilities shall be available to the defaulter.

15. **Common Restrictions:**

**15.1 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, which shall include the following:

**15.1.1 No Illegal Activity:** No occupant of the New Building shall use or permit to be used their Units or any portion thereof

for carrying on any obnoxious, illegal and immoral trade activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.

**15.1.2 No Demolition:** No occupant of the New Building shall demolish permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of Association.

**15.1.3 No Transfer Without Compliance:** Neither the Owners nor the Transferees shall transfer or permit transfer of their respective Units or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned Unit.

**15.1.4 Compliance with Rules:** The Owners and the Transferees shall abide by all laws, bye-laws, rules and regulation of the Government and local bodies and shall attend to, answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

**15.1.5 Interior Maintenance:** The Owners and the Transferees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodations therein



and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

**15.1.6 Validity of Insurance:** Neither the Owners nor the Transferees shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the New Building or any part thereof and shall keep the other occupiers of the New Building harmless and indemnified from and against the consequences of any breach.

**15.1.7 No Obstruction of Common Portions:** Neither the Owners nor the Transferees shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the New Building.

**15.1.8 Cleanliness:** Neither the Owners nor the Transferees shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the New Building or in the compound, corridors or any other portion or portions of the New Building.

**15.2 Right of Entry:** For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the Owners shall permit the Developer/Association, with or without workmen, at all

reasonable time, to enter into and upon the Owners' Allocation and every part thereof.

16. **Owners' Obligations:**

16.1 **No Obstruction in Dealing with Developer's Allocation:** The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from selling and/or disposing of any part or portion of the Developer's Allocation.

16.2 **No Obstruction in Construction:** The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Building.

16.3 **No Dealing with the Premises:** Till the completion of the New Building as mentioned in Clause 17.1 below Subject To force majeure and reasons beyond control of the Developer and till the Owners' Allocation is delivered to the Owners, which ever is earlier, the Owners hereby covenant not to let out, grant lease, mortgage and/or charge the Premises or any portions thereof without the consent in writing of the Developer (including occupied portion of tenant);

16.4 The original title deed relating to the said property is in the custody of owners, and the owners shall produce the same to the developer whenever required.

16.5 **Making out Marketable Title:** The Owners hereby covenant to make out a marketable title to the Premises to the satisfaction of the Developer, by answering requisitions and supplying papers.

17. **Developer's Obligations:**

17.1 **Time of Completion:** The Developer hereby agrees and covenants with the Owners to complete the construction of the New Building within 36 (thirty Six) months from the date of sanction of the building plan from the Kolkata Municipal Corporation, on 36 (thirty Six) months from the date of delivery of vacant position of the said building to the developer often vacant be said property from the tenant, whichever is latter. Subject To force majeure and reasons beyond the control of the Developer. Time of construction shall be the essence of the contract.

17.2 **Assignment:** The Developer shall be entitled to transfer and/or assign the benefits of this Agreement or any portion thereof to any other party with prior consent of the Owners.

17.3 **No Violation of Law:** The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.

17.4 **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.

17.5 **Possession to Third Party:** The Developer shall be entitled to deal with and/or part with possession of the Developer's Allocation or any part or portion thereof before the Owners' Allocation is delivered to the Owners.



18. **Owners' Indemnity:**

18.1 **Title:** The Owners shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owners hereby indemnify and agree to keep indemnified the Developer and the Transferees in this regard.

18.2 **Developer's Allocation:** The Owners do hereby undertake that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the Owners and to this effect the Owners hereby indemnify and agree to keep indemnified the Developer.

19. **Developer's Indemnity:**

19.1 **Third Party Claim:** The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions, suits, costs and proceeding arising out of any act of omission or commission on the part of the Developer in relation to the construction of the New Building and/or for any defect therein development of the Premises.

20. **Miscellaneous:**

20.1 **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.

20.2 **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 mentioned herein. The Owners hereby undertake 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 undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer 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.

20.3 **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.

20.4 **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.

20.5 **Name of New Building:** The name of the New Building shall be mutually decided by the Parties.

20.6 **No Demise or Assignment:** Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Premises of 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 Premises in terms of this Agreement provided however the Developer shall be entitled to borrow money from any persons, banks or any institutions without creating any financial liability on the Owners or affecting the estate and interest in the Premises and it is being expressly agreed and understood that in no event either the Owners or any of their estate shall be responsible and/or be made liable for payment of any dues to such persons, banks or institutions and for that purpose the Developer shall keep the Owners indemnified against all actions, suits, proceedings, costs, charges and expenses.

20.7 **Ground Rent and Wealth Tax :** As and from the date of completion of the construction of New Building, the Transferees and the Owners shall each be liable to pay and bear proportionate charges-on account of ground rent and wealth and other taxes payable in respect of their respective Units.

20.8 **Demarcation of Areas:** The Parties have mutually decided their respective areas in the New Building and demarcated their respective areas on a copy of the proposed



building plan. Within 1 (one) month from the date of the sanction of the Plans, the Parties shall finally decide their respective areas in the New Building and demarcate their respective areas on a copy of the sanctioned Plans and execute necessary instruments to that effect.

21. **Defaults:**

21.1 **Of Developer:** (1) In the event the Developer willfully failing and/or neglecting to start construction of the New Building within the period of 6 (six) months from the date of sanction of the building plan by the Kolkata Municipal Corporation, the Owners shall be entitled to refer the matter to arbitration as provided for in this Agreement, for redressal of the grievances of the Owners and the Developer shall be liable to pay damages to the Owners which shall be determined by the Arbitral Tribunal and the decision of the Arbitral Tribunal shall be binding on the Parties. (2) After starting of construction work, Subject To force majeure reasons and other reasons beyond control of the Developer, if the Developer fails to deliver the Owners Allocation to the Owners within the period mentioned in Clause 17.1 above, then the Developer shall be liable to pay damages to the Owners @ Rs.5,000/- (Rupees five thousand) only per month for the entire period of delay.

21.2 **Of Owner:** In the event the Owners fail and/or neglect to perform any of their obligations under this Agreement, or the construction of Building restrained by any Person or persons or by any authority or authorities because of the fault on the part of

the Owners, then the Owners shall be liable to pay damages to the Developer @ Rs.5,000/- (Rupees five thousand) only per month till the date such obligations are performed by the Owners or the Developer, at its discretion, shall be entitled to refer the matter to arbitration as provided for in this Agreement, for redressal of the grievances of the Developer and in such event the Owners shall be liable to pay damages to the Developer which shall be determined by the Arbitral Tribunal and the decision of the Arbitral Tribunal shall be binding on the Parties.

22. **Force Majeure:**

22.1 **Meaning of:** Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, Epidemic civil commotion, strike, delay in the departments of statutory authorities and/or any other event beyond the control of the Parties (Force Majeure).

22.2 **No Liability:** The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

23. **Counterparts:**

23.1 **All Originals:** This Agreement shall be registered and the original copy of the registered document shall be in the custody of the Developer and a certified copy of this agreement shall be in the possession of the Owners.

24. **Partial Invalidity:**

24.1 **Construction of:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid, void or unenforceable to any extent, 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.

24.2 **Alternative:** If any such provision is so held to be invalid, illegal or unenforceable the Parties 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 and to the extent feasible, accurately represents the intention of the Parties.

25. **Reservation of Rights:**

25.1 **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

25.2 **No Waiver:** Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.



26. **Waiver:**

26.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party and/or parties and must be accepted in writing by the other Party and/or parties.

26.2 **No Continuing Waiver:** A waiver on occasion will not be deemed to be waiver of the same or any breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or in equity.

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. Governing Laws:**

28.1 **Between Parties:** This Agreement and the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India.

28.2 **By Parties:** The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc. as a result of non-compliance by either Party, will be borne by the defaulting Party.

**29. Notice:**

29.1 **Mode of Services:** Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered or certified mail, with postage and registration or certification fees thereon prepaid, on the 5<sup>th</sup> business day following delivery of such notice to the postal service, or if by express courier, on the 3<sup>rd</sup> business day following delivery of such notice to such express courier, addressed as follows:

**Owners :**

1) **SRI BHOLA NATH DUTTA**, son of Late Ashutosh Dutta

- 2) **SRI SWARNENDU DUTTA**, son of Sri Bhola Nath Dutta,  
 3) **MS. SUPARNA DUTTA**, daughter of Sri Bhola Nath Dutta,  
 wife of Sri Sayntan Sen all are residing at 9, Surendralal Pyne  
 Lane, Kolkata- 700012, P.S. Bowbazar P.O. Bowbazar,

**Developer:**

**GHOSH CONSTRUCTION**, a Proprietorship Firm having its  
 office at 61A, Shyampukur Street, P.S Shyampukur, Kolkata-  
 700004. P.S. Burtalla P.O. Beadon Street represented by it its  
 proprietress namely :

**SMT. APARNA GHOSH** wife of Sri Sanjib Ghosh residing at 61A,  
 Shyampukur Street, P.S. Shyampukur, Kolkata-700004.

30. **Arbitration:**

30.1 **Arbitral Tribunal:** Disputes arising out of this Agreement shall be referred to the sole arbitration of such person as be mutually decided and failing such mutuality, to a tribunal comprising of 3 (three) persons, 1(one) appointed by the Owners, 1(one) appointed by the Developer and the third by the first two appointees (Arbitral Tribunal), being a reference within the meaning of the Arbitration And Conciliation Act, 1996.

30.2 **Mechanism and Procedure:** Language, procedure and type of award (speaking or non speaking) shall be decided by the Sole Arbitrator/ Arbitral Tribunal. The venue shall be at Kolkata. The directions/award of the Sole Arbitrator/ Arbitral Tribunal shall be final and binding on the Parties.



31. **Jurisdiction:**

31.1 **High Court:** In connection with the aforesaid arbitration proceedings, only the Hon'ble High Court Calcutta shall have the jurisdiction to receive, entertain, try and determine all actions and proceedings.

32. **Rules of Interpretation:**

32.1 **Headings:** Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.

32.2 **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 will arise adverse to the right, title and interest of the Parties in the Premises.

**1<sup>ST</sup> SCHEDULE****(Premises)**

**ALL THAT** the municipal premises Nos 11B, 11B/1 & 11B/2, Surendralal Pyne Lane, Kolkata - 700 012, P.S. Muchipara, P.O. Bowbazar, Ward No. 040 of the Kolkata Municipal Corporation admeasuring 6 Cottahs 8 Chittaks 41 Sft of Bastu land together with old and dilapidated Residential Katcha shed total constructed area 4250 sq.ft. Katcha / tin shed with brick wall on premises have been now assessed in

the municipal records as Assessee Nos. 11-040-31-0005-5, Assessee Nos. 11-040-31-0006-7, & Assessee Nos. 11-040-31-0007-9, entire is butted and bounded as follows:-

- ON THE NORTH** : **By Premises No. 11C, Surendralal Pyne Lane ;**
- ON THE SOUTH** : **By Arpuli Lane Now Surendralal Pyne Lane;**
- ON THE EAST** : **By Firstly passage thereafter 11A, and partly 11/1B, 11/1C and 13, Surendralal Pyne Lane;**
- ON THE WEST** : **By firstly passage in common thereafter partly 11D and partly 12, Surendralal Pyne Lane.**

### 2<sup>ND</sup> SCHEDULE

#### (Devolution of Title)

That one Satyendra Lal Pyne, son of Russick Lal Pyne was the sole and absolute Owner and duly seized and possessed of and/or otherwise well and sufficiently entitled to the land measuring 6(six) cottahs 8 (eight) chittaks and 41 (forty one) sq.ft. together with the title huts structures and erection therein by virtue of five indentures as per details as follows :-

KMC Premises No. 11B, Surendralal Pyne Lane, Kolkata - 700012, P.S. Muchipara, Assessee No. 110403100055, in respect of 2 Cottah 2 Chittaks 28 Sq.ft. together with old dilapidated Katcha shed total construction area 1405 sq.ft. Katcha tin shed with brick wall.

Sl. No.	Measurement of land	Recorded at the office of Registrar of Assurances Kolkata	Date of Execution of Indenture	Description of the Land with structure
1)	1 cottah 8 chittaks	Book No.1, Volume No.50, Pages 275-284, Being No. 2752, Year 1932	15.08.1932	In respect of All the Land hereditaments and premises containing by a measurement of 1 (one) cottah 8(eight) chittaks together with tiled hut structure standing thereon situate lying at and being the <b>renamed and renumbered premises No. as 11B Surendralal Pyne Lane, Kolkata - 700012</b> (formerly 11B, Arpuli Lane, Western portion of Central Block No.11 and 13, Arpuli Lane) K.M.C. Ward No.40, Assessee No. 110403100055, butted and bounded in the manner following that is to said on the North by the remaining portion of the Land and huts of the said Executrix/vendor Smt. Nurjannessa Bibi which also



				forms a part of premises No. 11B Arpuli Lane on the East by the common passage remaining from of the said Arpuli Lane to the premises No. 11A, 11/1B, and 11/1C, Arpuli Lane, on the South by the said Arpuli Lane and on the West by a Public Lane;
2)	10 chittaks 28 sq.ft.	Book No.I, Volume No.33, Pages 164-174, Being No. 1433, Year 1935	17.04.1935	In respect of All the Land hereditaments and premises containing by a measurement of 10 (ten) chittaks 28 (twenty-eight) square feet together with tilled hut structure standing thereon and being the <b>renamed and renumbered premises No. as 11B Surendralal Pyne Lane, Kolkata - 700012</b> (formerly 11B, Arpuli Lane, contiguous to and lying on the Northern side of the Land 11B, Arpuli Lane) K.M.C. Ward No.40, Assessee No. 110403100055 butted and bounded in the manner following that is to say on the North by the remaining portion of the Land and huts belonging to the said vendor viz. Smt. Nurjannessa Bibi on the East by the common passage

				running from of the said Arpuli Lane to the premises No. 11A, 11/1B, and 11/1C, Arpuli Lane, on the South by the Land with huts and premises belonging to the purchaser therein viz. Satyendralal Pyne and on the West by the Public Land;
KMC Premises No. 11B/1, Surendralal Pyne Lane, Kolkata - 700012, P.S. Muchipara, Assessee No. 110403100067, in respect of 2 Cottah 6 Chittaks 13 Sq.ft. together with old dilapidated Katcha shed total construction area 1550 sq.ft. Katcha tin shed with brick wall				
3)	1 cottah 1 chittak 17 sq.ft.	Book No.I, Volume No.101, Pages 226-234, Being No. 4492, Year 1936	08.12.1936	In respect of All the Land hereditaments and premises containing by a measurement of 1 (one) cottah 1(one) chittak and 17 (seventeen) sq.ft. together with filled hut structure standing thereon being <b>renamed and renumbered premises No. as 11B/1 Surendralal Pyne Lane, Kolkata - 700012</b> (formerly 11B, Arpuli Lane, which was contiguous to and lying on the Southern side of 11B, Arpuli Lane) K.M.C. Ward No.40, Assessee No. 110403100067 butted and bounded in the manner following that is to say on the North by the Land and huts belonging to the purchaser therein viz.

				Satyendra Lal Pyne on the East by the common passage running from of the Arpuli Lane to the premises No. 11/1B, 11/1C, Arpuli Lane, on the South by the remaining portion of the land with huts belonging to the Vendor therein viz. Smt. Nurjannessa Bibi and on the West by a Public Lane
4)	1 cottah 4 chittaks 41 sq.ft.	Book No.1, Volume No.102, Pages 258-259, Being No. 4039, Year 1952	19.09.1952	In respect of All the Land hereditaments and premises containing by a measurement of 1 (one) cottah 4(four) chittaks and 41 (forty one) sq.ft. together with structure standing thereon being premises No. <b>renamed as 11B/1 Surendralal Pyne Lane, Kolkata - 700012</b> (formerly 11B/1, Arpuli Lane.) K.M.C. Ward No.40, Assessee No. 110403100067 butted and bounded on the North 11B/2, Arpuli Lane on the East by a passage leading from of the said Arpuli Lane to the premises No. 11A, 11/1B, 11/1C and 13, Arpuli Lane, on the South by the premises No. 11B, Arpuli Lane and on the West by the Public Lane;



KMC Premises No. 11B/2, Surendralal Pyne Lane, Kolkata - 700012, P.S. Muchipara, Assessee No. 110403100079, in respect of 2 Cottah together with old dilapidated Katcha shed total construction area 1295 sq.ft. Katcha tin shed with brick wall

5)	2 cottahs	Book No.1, Volume No.94, Pages 287-294, Being No. 4292, Year 1928	19.10.1928	In respect of All the Land hereditaments and premises containing by a measurement of 2 (two) cottahs together with tiled hut structure standing thereon situate lying at and being the <b>renamed and renumbered premises No. as 11B/2, Surendralal Pyne Lane, Kolkata - 700012</b> (formerly 11B, Arpuli Lane, Western portion of Central Block No.11-13, Arpuli Lane) K.M.C. Ward No.40, Assessee No. 110403100079, butted and bounded in the manner following that is to say on the North by the said back portion of Premises No.11B, Arpuli Lane (Portion of Nabin Chand Boral & another) on the East by Premises No. 11A and 11E Arpuli Lane, On the South by the remaining portion of 11B, Arpuli Lane, On the West by a Public Lane or Passage.
Total	6 cottahs 8 chittaks 41 sq.ft			

All the aforesaid five (5) land/structure comprise with the 3(three) K.M.C. Assessee No. (a) 110403100055 (b) 110403100067 and (c) 110403100079 in respect of premises No. 11B, 11B/1 and 11B/2 Surendra Lal Pyne (formerly Arpuli Lane) Kolkata – 700012 respectively.

The said Satyendra Lal Pyne died intestate at Calcutta sometimes in the year 1972 leaving behind being surviving only son Netai Chand Pyne and daughter in law Smt. Saraswati Pyne.

The said Netai Chand Pyne died intestate at Calcutta on 3.9.1992 leaving behind his surviving widow Smt. Saraswati Pyne his only son Amarnath Pyne and daughter in law Durga Rani Pyne, one unmarried daughter Anima Pyne and one married daughter Asima Dutta (wife of Bhola Nath Dutta).

The said Smt. Durga Rani Pyne wife of Amar Nath Pyne died intestate on 26.01.1995 at Calcutta leaving behind her surviving husband Amar Nath Pyne. It is relevant to state here that the said Smt. Durga Rani Pyne was issueless.

The said Sri Amar Nath Pyne died intestate on 10.06.1997 at Calcutta leaving behind his surviving two (2) sisters one Smt. Anima Pyne (unmarried sister) and another Smt. Asima Dutta, wife of Sri Bhola Nath Dutt and his mother Smt. Saraswati Pyne.

The said Smt. Saraswati Pyne wife of Netai Chand Pyne died intestated at Calcutta on 11.08.2009 leaving behind her surviving two (2) daughters viz. (1) Smt. Anima Pyne (unmarried daughter) and (2) Smt. Asima Dutta, (married daughter) wife of Sri Bhola Nath Dutta.

The said Anima Pyne unmarried daughter of Late Netai Chand Pyne died intestate on 12.05.2014 at Calcutta leaving behind her surviving only married sister Smt. Asima Dutta, wife of Sri Bhola Nath Dutta.

That after the demise of the said Anima Dutta the said Asima Dutta wife of Sri Bhola Nath became the sole and absolute Owners in respect of property as fully stated in the 1st Schedule hereunder written by operation of law.

The said Asima Dutta died intestate on 7.1.2020 at Calcutta leaving her surviving husband Sri Bhola Nath Dutta only son Sri Swarnendu Dutta and only married daughter Smt. Suparna Dutta, wife of Sri Sayntan Sen entitled to inherit her share in respect of the said premises.

Thus the said Sri Bhola Nath Datta Sri Swarnendu Dutta and Smt. Suparna Dutta became the joint owners herein and each having undivided (1/3) one third part or share each in respect of the property as fully mentioned and described in the 1<sup>st</sup> Schedule hereunder written.



**3<sup>rd</sup> SCHEDULE****(Common Portions)**

1. **Areas:** (a) Entrance and exits to the Premises and the New Building, (b) Boundary walls and main gate of the Premises, (c) Staircase, stair head room and lobbies on all the floors of the New Building, (d) Entrance lobby, electric/utility room, water pump room, generator room (if any), (e) Common installations on the roof, (f) Roof above the top floor of the New Building, (g) Common lavatory, (h) Lift.
2. **Water, Plumbing and Drainage:** (a) Drainage and sewage lines and other installations for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use), (b) Water supply system, (c) Deep tube well, if any, Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (save only those as are within the exclusive area of any unit and/or exclusively for its use).
3. **Electrical Installations:** (a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit and/or exclusively for its use), (b) Lighting of the Common Portions, (c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply, (d) Lift.
4. **Others:** Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-Owners.

**4<sup>th</sup> SCHEDULE****(Specifications)****WORK SCHEDULE**

1. **Foundation:** R.C. Raft with columns.
2. **Structure:** R. C. Columns beams and R. C. Slabs.
3. **Walls & Ceiling:** 200 mm thick external brick walls and 125/75 mm thick internal walls with cement and mixture, inside walls, staircase will be plaster of paris finished. Exterior wall will have a damp-proof treatment along with snowcem finish.
4. **Flooring:** Marble flooring in bedrooms, living/dining hall, kitchen, toilets, verandah, staircase etc.
5. **Doors:** Internal flush doors with fittings. Main door 30mm thick with one side teak finished with night latch/godrej lock. Door frames will be of Sal-wood.
6. **Windows:** Aluminium sliding windows with integrated grills and 3 mm glass glazing.
7. **Toilet:** (Fittings) European commode, cistern and washbasin. Hot and cold concealed TATA GI water lines, bib locks etc. Essco or equivalent fittings and fixtures (ISI Quality. Wall will be glazed/marble tiled finished up to door height).
8. **Kitchen:** Marble/Granite slab on cooking platform along with stainless steel sink. Glazed tiles will be fixed up to suitable height.
9. **Electrical:** Concealed conduit piping with copper wiring of ISI grade.

- a) 3 Nos. light point, 1 No. fan point and 3 Nos. 5 amp socket, for air conditioned point with switchboard having provisions of setting regulator in each room.
  - b) Drawing/Dining Hall shall have 3 Nos. light points, 2 Nos. fan points, 3 Nos. 5 Amp pint, one telephone point, one 15 amp socket for air conditioned.
  - c) Kitchen shall have 1 No. light point, one exhaust fan point, and one No. 15 amp socket point.
  - d) Toilets shall have 1 No. light point, one no. Geyser point, 1 No. 5 amp socket point.
  - e) Stair case shall have 1 No. light point in each landing area.
  - f) 1 calling bell point in each flat.
10. **Lift:** One 5 passenger's elevator of reputed make
11. **Generator:** One generator of suitable capacity will be installed.
12. **Water supply:** 24 hRs. Water supply with pump set and corporation supply.
13. Security a) Intercom system
14. **Extra:**
- a) Ground floor will be fixed with chequered tiles.
  - b) Suitable main gate with adequate lighting
  - c) Aesthetic elevation treatment on building.



**5<sup>th</sup> SCHEDULE****(Allocation of owners and Developer)****Allocation of Owners : 50% of total constructed area****Allocation of Developers : 50% of total constructed area****Floorwise allocation between Owners and Developers**

	Owners	Developers	Total
Ground Floor	75% (Back/Northern Side)	25% (Front/Southern side)	100%
First Floor	25% (Back/Northern Side)	75% (Front/Southern side)	100%
Second Floor	50% (Back/Northern Side)	50% (Front/Southern side)	100%
Third Floor	50% (Front/Southern Side)	50% (Back/Northern side)	100%

**6<sup>th</sup> SCHEDULE****(SCHEDULE OF PAYMENT)**

The Developer will pay Rs.30,00,000/- (Rupees thirty lacs) only (refundable) in the following manner :-

a)	At the time of execution of instant agreement	6,00,000/-
b)	At the time of handed over the site after shifting of tenants for executing the project work	3,00,000/-
c)	After sanction of building plan from K.M.C. authority	10,50,000/-
d)	After casting of 1 <sup>st</sup> floor of the said building	10,50,000/-
	Total	30,00,000/-

The aforesaid entire amount be refundable/payable to the Developer after possession of ground floor and first floor allocation to the owners.

33. Execution and delivery:

33.1 In witnesses whereof the Parties have executed this Agreement on the date mentioned above.

SIGNED, SEALED AND DELIVERED by the OWNERS at Kolkata in presence of:

1. Sanjib Ghosh.  
61A, Bhyampukur St  
KOL-700004
2. Subrata Mukherjee  
11A Ganendra Mitra  
Lane KOL-700004

*Bhaskar*  
-----  
*Swati Dutta*  
-----  
*Sufarna Dutta.*  
-----  
Signature of the Owners

SIGNED, SEALED AND DELIVERED by the DEVELOPER at Kolkata in presence of:

1. Sanjib Ghosh.

M/S GHOSH CONSTRUCTION  
*Aparna Ghosh*  
Proprietor

-----  
Signature of the Developer

2. Subrata Mukherjee

Drafted by me

*Puram Pal*  
Advocate  
City Civil Court Kolkata.  
263, K.S. Roy Road.  
KOL-1  
WB 9/13/1993

**MEMO OF REFUNDABLE SECURITY DEPOSIT**

RECEIVED from the withinnamed Developer as per 6 <sup>th</sup> Schedule payment at the time of Execution of Instant Agreement		Rs. 6,00,000/-
1)	By Cheque No. 075914 Dated 29.09.2021 Bank of India, Shambazar Branch in the name of Bholu Nath Dutta	2,00,000/-
2)	By Cheque No. 075915 Dated 29.09.2021 Bank of India, Shambazar Branch in the name of Swarnendu Dutta	2,00,000/-
3)	By Cheque No. 075916 Dated 29.09.2021 Bank of India, Shambazar Branch in the name of Suparna Dutta	2,00,000/-
Total		6,00,000/-

(Rupees six lacks only)

**WITNESSES :-**

1. Sanjib Ghosh.

2. Subrata Mukherjee





Signature of the Owners



FINGERPRINTS OF PARTIES



Signature: *Devi...*

LEFT HAND	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Signature: *Devi...*

LEFT HAND	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Signature: *Saparna Dutta*

LEFT HAND	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Signature: *Aparna Ghosh*

LEFT HAND	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

=====  
Dated this 7<sup>th</sup> Day of October 2021  
=====

BETWEEN

SRI BHOLA NATH DUTTA  
SRI SWARNENDU DUTTA  
MS. SUPARNA DUTTA

.....OWNERS

AND

M/S GHOSH CONSTRUCTION

(Proprietress : Smt. Aparna Ghosh

.....DEVELOPER

**DEVELOPMENT AGREEMENT**

Drafted by :

**Mr. Puran Pal,**  
Advocate

The Calcutta City Court's Bar Association,  
2 & 3, K.S. Roy Road (2<sup>nd</sup> floor)  
Kolkata- 700001



ভারত সরকার

Government of India

ভাটিকাভুক্তির আই ডি/Enrollment No.: 1040/19617/02325

11/10/2012 To

ভোলা নাথ দত্ত  
Bhoia Nath Dutta  
9 NO SURENDRA LAL PYNNE LANE  
BOWSAZAR Bowbazar S.O  
Bowbazar Kolkata  
West Bengal 700012

0274134



MN1572413410F



আপনার আপনার সংখ্যা/ Your No. :

**8555 9191 2205**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার  
GOVERNMENT OF INDIA



ভোলা নাথ দত্ত  
Bhoia Nath Dutta  
পিতা : অশুতোষ দত্ত  
Father : ASHUTOSH DUTTA  
জন্ম সাল / Year of Birth : 1948  
পুরুষ / Male



**8555 9191 2205**

আধার - সাধারণ মানুষের অধিকার

*Bhucella*



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

BHOLA NATH DUTTA

ASHU TOSH DUTTA

03/03/1948

Permanent Account Number

ACNPD8631K

Signature

01122000

यह कार्ड के दोनो / जो एक दुसरा कुचिन करे / दोनो  
अथवा केन कोड इकाई एन एन सी  
कक्षा मजिस्ट्रेट, टाईम्स टॉवर, फर्स्ट फ्लोर, कलकत्ता,  
एन सी, एन, लोअर पार्क, मुंबई - 400 012.

If this card is lost / someone's lost card is found,  
please inform / return to:

Income Tax PAN Services Cell, NSDL

1st Floor, Times Tower,

Kamala Mills Compound,

S. B. Marg, Lower Park, Mumbai - 400 012.

Tel: 91-22-2499 4650, Fax: 91-22-2499 3094,  
e-mail: [taxinfo@nsdl.co.in](mailto:taxinfo@nsdl.co.in)



ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD  
WKJ2612455



নির্বাচকের নাম : ভোলানাথ দত্ত  
Elector's Name : Bholanath Dutta  
পিতার নাম : আশুতোষ দত্ত  
Father's Name : Ashutosh Dutta  
লিঙ্গ/Sex : পু/ M  
জন্ম তারিখ : 03/03/1948  
Date of Birth :

*Beaully*

WKJ2612455

ঠিকানা:  
৯, সুরেন্দ্র লাল পাইন লেন, মুচিপারা, কলকাতা- 700012

Address:  
9, SURENDRA LAL PYNE LANEPREMISES  
NO 1 TO 9/5A, MUCHIPARA, KOLKATA-  
700012

Date: 23/12/2014

১৬২-চৌরঙ্গী নির্বাচন কেন্দ্রের নির্বাচন নিয়ন্ত্রক অধিকারিকের  
প্রকৃতির স্বাক্ষর

Facsimile Signature of the Electoral  
Registration Officer for  
162-Chowrangee Constituency

টিকা: পরিচয় পত্র নতুন ঠিকানা তথ্যের সঠিকতা যাচাই করে নেওয়া  
করলে তখন নতুন পরিচয়পত্র প্রদানের জন্য নির্দিষ্ট ফর্ম এ  
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.

৩৪৫২৫

*Beaully*



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
ভারত সরকার  
Unique Identification Authority of India  
Government of India

স্বাক্ষরিত নং (Signature No.) Enrollment No. 27300028900056

To  
Swarnendu Dutta  
S/O  
J NO  
31, PANDURAJAL PYNE LANE  
BOWBAZAR  
KOLKATA S O  
Kolkata,  
West Bengal - 700012  
9087377770



KA811797582FH



আপনার আধার সংখ্যা / Your Aadhaar No. :

**8305 6093 3020**

আমার আধার, আমার পরিচয়



ভারত সরকার

Unique Identification Authority of India



নাম  
Swarnendu Dutta  
স্বাক্ষরিত নং (Signature No.)  
27300028900056



8305 6093 3020

আমার আধার, আমার পরিচয়



তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authentication is required.

- আধার সারা দেশে মান্য।
- অনলাইন ভিত্তিতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
Unique Identification Authority of India

নাম: স্রী. স্বর্ণেন্দু পট্টনা, (স্বাক্ষরিত নং),  
কোমার, বর্ধমান, 700012



Address: S/O, PANDURAJAL PYNE LANE,  
BOWBAZAR, Kolkata S.O, Kolkata, West  
Bengal, 700012

8305 6093 3020



147



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Swarnendu Dutta



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

SWARNENDU DUTTA  
BHOLA NATH DUTTA  
07/11/1984  
Permanent Account Number  
AKQPD0661C

Swarnendu Dutta  
Signature



10022007

Swarnendu Dutta

आयकर विभाग

INCOME TAX DEPARTMENT

SUPARNA DUTTA

BHOLANATH DUTTA

22/04/1988

BEYPD7217K

Suparna Dutta

भारत सरकार

GOVT. OF INDIA



Suparna Dutta

इस कार्ड खोखले / यदि यह कृपया भ्रूणित करें / लॉस  
आयकर सेवा सेवा इकाई, एनएसडी  
तीसरी मंजिल, सफ़ायर चैंबर,  
नियंत्रण टेलिफोन एक्सचेंज - ३-बोकर,  
बोकर, पुणे - ४११०४५

If this card is lost / someone's lost card is found,  
please inform / return to:  
Income Tax PAN Services Unit, NSDL,  
3rd Floor, Sapphire Chambers,  
Near Hater Telephone Exchange,  
Boker, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081  
e-mail: [inir.fair@nsdl.co.in](mailto:inir.fair@nsdl.co.in)

Suparna Dutta.



ভারতের নির্বাচন কমিশন  
পরিচয় পত্র  
ELECTION COMMISSION OF INDIA  
IDENTITY CARD  
KYZ1654508



নির্বাচকের নাম : সুশর্না দত্ত

Elector's Name : Suparna Dutta

পিতার নাম : ভোলা নাথ দত্ত

Father's Name : Bhol Nath Dutta

লিঙ্গ / Sex : স্ত্রী / F

জন্ম তারিখ : 22/04/1988

Suparna Dutta

KYZ1654508

ঠিকানা:

৯ সুরেন্দ্র লাল পাইন লেন ডিগবৈলি নং: 156/5A 48  
মুচিপারা কলকাতা 700012

Address:

9 SURENDRA LAL PYNE  
LANEPREMISES NO 1 TO 9/5A 48  
MUCHIPARA Kolkata 700012

Date: 31/07/2007

156-শিয়ালদহ নির্বাচন ক্ষেত্রের নির্বাচন নিয়ন্ত্রণ  
অধিকারিকের স্বাক্ষরের অনুলিপি

Facsimile Signature of the Electoral  
Registration Officer for  
156-Sealdah Constituency

Suparna Dutta

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার নিজে নাম  
ভোলা ও একই নম্বরের নতুন সচিব পরিচয়পত্র পাওয়ার  
জন্য নিম্নে বর্ণিত এই পরিচয়পত্রের নকলটি 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.

836/1231





ভারসংকল্পের নম্বর/Enrolment No.: 1490/50033/01319

Aparna Ghosh (অপার্না ঘোষ)

জন্ম

W/O Sanjit Ghosh, 51A, SHYAMPUKUR STREET,  
Shyambazar Mall, Kolkata,  
West Bengal - 700004

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা লাভ করুন
- এটা এক ইলেক্ট্রনিক প্রক্রিয়ায় তৈরী হয়

আপনার আধার সংখ্যা/Your Aadhaar No.:

INFORMATION

7872 7577 0550

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.



Signature valid  
Digitally signed by APARNA GHOSH  
DN: cn=APARNA GHOSH, o=MOHA IT  
Date: 2018.09.19 15:13:57

আমার আধার, আমার পরিচয়



help@uidai.gov.in

www.uidai.gov.in

■ আধার দ্বারা দেশে যাত্রা

■ Aadhaar is valid throughout the country.

■ আধার অধিকার কলা আশ্রমের কর্মসূচীতে অংশগ্রহণ করা

You need to enrol only once for Aadhaar

■ অনুগ্রহ করে আপনার বর্তমান মোবাইল নম্বর এবং ই-মেইল  
পরিচয় করুন। এতে ভবিষ্যতে আপনার বিভিন্ন সুবিধা পাওয়া  
যাবে।

Please update your mobile number and e-mail address.  
This will help you to avail various services in future.



भारत सरकार  
GOVERNMENT OF INDIA



भारतीय जनसंघ नस्वान प्राधिकरण  
ISSUE AUTHORITY OF INDIA



অপার্না ঘোষ  
Aparna Ghosh  
জন্মতারিখ/ DOB: 09/01/1981  
মহিলা / FEMALE

ঠিকানা:

W/O Sanjit Ghosh, 51A,  
SHYAMPUKUR STREET,  
Shyambazar Mall, Kolkata,  
West Bengal - 700004

Address:

W/O Sanjit Ghosh, 51A,  
SHYAMPUKUR STREET,  
Shyambazar Mall, Kolkata,  
West Bengal - 700004

7872 7577 0550

7872 7577 0550

আমার আধার, আমার পরিচয়

MERA AADHAAR, MERI PEHCHAN

Aparna Ghosh

ভারতের নির্বাচন কমিশন  
 পরিচয় পত্র  
 ELECTION COMMISSION OF INDIA  
 IDENTITY CARD  
 DKN3342698



নির্বাচকের নাম : অপর্ণা ঘোষ  
 Elector's Name : Aparna Ghosh  
 স্বামীর নাম : সঞ্জীব ঘোষ  
 Husband's Name : Sanjib Ghosh  
 পিতা/Sex : জ/ফ  
 জন্ম তারিখ : 09/01/1981  
 Date of Birth :

*Aparna Ghosh*

DKN3342698  
 ঠিকানা:  
 61A, শ্যামপুর স্ট্রিট, কোলকাতা পিইসিএস কর্পোরেশন,  
 শ্যামপুর, কলকাতা-700004

Address:  
 61A, SHYAMPUR STREET, KOLKATA  
 MUNICIPAL CORPORATION,  
 SHYAMPUR, KOLKATA-700004

*him*

Date: 28/11/2013  
 166-শ্যামপুর নির্বাচন কেন্দ্রের নির্বাচন নিয়ন্ত্রক  
 অতিরিক্তের স্বাক্ষরে অনুমোদিত  
 Facsimile Signature of the Electoral  
 Registration Officer for

Constituency  
 47B/12  
 Ext. 12 (Series)  
 Judge  
 18/2/15

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২	২
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৮	৮
৯	৯
১০	১০

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is card  
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Aparna Ghosh





भारतीय विशिष्ट पहचान प्राधिकरण  
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

1/3, गनैन्द्र मित्र लेन,  
श्यामबाजार मिल, कोलकाता,  
पच्छिम बंग - 700004

Address:

1/A, GANENDRA MITRA LANE,  
Shyambazar Mill, Kolkata,  
West Bengal - 700004

8707 5860 3247

NERA AADHAAR, MERI PEHACHAN



ভারত সরকার  
Government of India

ভাপিকাভুক্তির আই ডি/Enrollment No.: 1040/19617/02324

To  
সুপর্ণা দত্ত  
Suparna Dutta  
9 NO SURENDRA LAL PYNE LANE  
BOWBAZAR Bowbazar S.O  
Bowbazar Kolkata  
West Bengal 700012

19205788



MN192057885DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

**5090 3340 4451**

আধার - সাধারণ মানুষের অধিকার

*Suparna Dutta.*



ভারত সরকার  
GOVERNMENT OF INDIA



সুপর্ণা দত্ত  
Suparna Dutta  
পিতা : ভোলা নাথ দত্ত  
Father : BHOLA NATH DUTTA  
জন্ম সাল / Year of Birth : 1988  
মহিলা / Female



**5090 3340 4451**

আধার - সাধারণ মানুষের অধিকার

## Major Information of the Deed

Deed No : 1904-2001898681/2021	Date of Registration 18/10/2021
Deed No / Year 1904-2001898681/2021	Office where deed is registered 1904-2001898681/2021
Deed Date 23/09/2021 6:07:39 PM	
Applicant Name, Address Other Details A Chakraborty 83 Hari Ghosh Street, Thana : Burtola. District : Kolkata, WEST BENGAL. PIN - 700006, Mobile No. : 9830349360, Status : Solicitor firm	
Transaction [110] Sale, Development Agreement or Construction Agreement	Additional Transaction [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 6,00,000/-]
Set Forth value	Market Value Rs. 1,94,84,162/-
Stamp duty Paid(SD) Rs. 40,021/- (Article:48(g))	Registration Fee Paid Rs. 6,025/- (Article:E, E, B)
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)

### Land Details :

District: Kolkata, P.S:- Muchipara, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Surendra Lal Pyne Lane, Premises No: 11B, Ward No: 040 Pin Code : 700012

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	2 Katha 2 Chatak 28 Sq Ft		61,74,445/-	Property is on Road

District: Kolkata, P.S:- Muchipara, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Surendra Lal Pyne Lane, Premises No: 11B/1, Ward No: 040 Pin Code : 700012

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	(RS -)		Bastu	2 Katha 6 Chatak 13 Sq Ft		68,28,350/-	Property is on Road

District: Kolkata, P.S:- Muchipara, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Surendra Lal Pyne Lane, Premises No: 11B/2, Ward No: 040 Pin Code : 700012

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L3	(RS -)		Bastu	2 Katha		57,06,805/-	Property is on Road
<b>Grand Total :</b>				<b>10.819Dec</b>	<b>0/-</b>	<b>187,09,600/-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1405 Sq Ft.	0/-	2,56,061/-	Structure Type: Structure

Gr. Floor, Area of floor : 1405 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Tin Shed, Extent of Completion: Complete

S2	On Land L2	1550 Sq Ft.	0/-	2,82,487/-	Structure Type: Structure
----	------------	-------------	-----	------------	---------------------------



Gr. Floor, Area of floor : 1550 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Tin Shed, Extent of Completion: Complete

53	On Land L3	1295 Sq Ft.	0/-	2,36,014/-	Structure Type: Structure
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Gr. Floor, Area of floor : 1295 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 50 Years, Roof Type: Tin Shed, Extent of Completion: Complete

	<b>Total :</b>	<b>4250 sq ft</b>	<b>0 /-</b>	<b>7,74,562 /-</b>	
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### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>Shri Bhola Nath Dutta</b>                      Son of Late Ashutosh Dutta 9, Surendralal Pyne Lane, City:- , P.O:- Bowbazar, P.S:-Muchipara, District:-Kolkata, West Bengal, India, PIN:- 700012 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACxxxxxx1K, Aadhaar No: 85xxxxxxxx2205, Status :Individual, Executed by: Self, Date of Execution: 07/10/2021                      , Admitted by: Self, Date of Admission: 07/10/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/10/2021                      , Admitted by: Self, Date of Admission: 07/10/2021 ,Place : Pvt. Residence</p>
2	<p><b>Shri Swarnendu Dutta</b>                      Son of Shri Bhola Nath Dutta 9, Surendralal Pyne Lane, City:- , P.O:- Bowbazar, P.S:-Muchipara, District:-Kolkata, West Bengal, India, PIN:- 700012 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AKxxxxxx1C, Aadhaar No: 83xxxxxxxx3020, Status :Individual, Executed by: Self, Date of Execution: 07/10/2021                      , Admitted by: Self, Date of Admission: 07/10/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/10/2021                      , Admitted by: Self, Date of Admission: 07/10/2021 ,Place : Pvt. Residence</p>
3	<p><b>Ms Suparna Dutta</b>                      Daughter of Shri Bhola Nath Dutta 9, Surendralal Pyne Lane, City:- , P.O:- Bowbazar, P.S:-Muchipara, District:-Kolkata, West Bengal, India, PIN:- 700012 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BExxxxxx7K, Aadhaar No: 50xxxxxxxx4451, Status :Individual, Executed by: Self, Date of Execution: 07/10/2021                      , Admitted by: Self, Date of Admission: 07/10/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/10/2021                      , Admitted by: Self, Date of Admission: 07/10/2021 ,Place : Pvt. Residence</p>

### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>MESSRS GHOSH CONSTRUCTION</b>                      81A, Shyampukur Street, City:- , P.O:- SHYAMBABAZAR, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700004 , PAN No.:: Alxxxxxx7M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>





**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri Bhola Nath Dutta	MESSRS GHOSH CONSTRUCTION-1.19014 Dec
2	Shri Swarnendu Dutta	MESSRS GHOSH CONSTRUCTION-1.19014 Dec
3	Ms Suparna Dutta	MESSRS GHOSH CONSTRUCTION-1.19014 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Shri Bhola Nath Dutta	MESSRS GHOSH CONSTRUCTION-1.31618 Dec
2	Shri Swarnendu Dutta	MESSRS GHOSH CONSTRUCTION-1.31618 Dec
3	Ms Suparna Dutta	MESSRS GHOSH CONSTRUCTION-1.31618 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	Shri Bhola Nath Dutta	MESSRS GHOSH CONSTRUCTION-1.1 Dec
2	Shri Swarnendu Dutta	MESSRS GHOSH CONSTRUCTION-1.1 Dec
3	Ms Suparna Dutta	MESSRS GHOSH CONSTRUCTION-1.1 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Shri Bhola Nath Dutta	MESSRS GHOSH CONSTRUCTION-468.33333300 Sq Ft
2	Shri Swarnendu Dutta	MESSRS GHOSH CONSTRUCTION-468.33333300 Sq Ft
3	Ms Suparna Dutta	MESSRS GHOSH CONSTRUCTION-468.33333300 Sq Ft

**Transfer of property for S2**

Sl.No	From	To. with area (Name-Area)
1	Shri Bhola Nath Dutta	MESSRS GHOSH CONSTRUCTION-516.66666700 Sq Ft
2	Shri Swarnendu Dutta	MESSRS GHOSH CONSTRUCTION-516.66666700 Sq Ft
3	Ms Suparna Dutta	MESSRS GHOSH CONSTRUCTION-516.66666700 Sq Ft

**Transfer of property for S3**

Sl.No	From	To. with area (Name-Area)
1	Shri Bhola Nath Dutta	MESSRS GHOSH CONSTRUCTION-431.66666700 Sq Ft
2	Shri Swarnendu Dutta	MESSRS GHOSH CONSTRUCTION-431.66666700 Sq Ft
3	Ms Suparna Dutta	MESSRS GHOSH CONSTRUCTION-431.66666700 Sq Ft



**Endorsement For Deed Number : I - 190411670 / 2021**

**On 04-10-2021**

**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 1,94,84,162/-

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

**On 07-10-2021**

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

Presented for registration at 18:50 hrs on 07-10-2021, at the Private residence by Smt APARNA GHOSH ,

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

Execution is admitted on 07/10/2021 by 1. Shri Bhola Nath Dutta, Son of Late Ashutosh Dutta, 9, Surendralal Pyne Lane, P.O: Bowbazar, Thana: Muchipara, , Kolkata, WEST BENGAL, India, PIN - 700012, by caste Hindu, by Profession Retired Person, 2. Shri Swarnendu Dutta, Son of Shri Bhola Nath Dutta, 9, Surendralal Pyne Lane, P.O: Bowbazar, Thana: Muchipara, , Kolkata, WEST BENGAL, India, PIN - 700012, by caste Hindu, by Profession Others, 3. Ms Suparna Dutta, Daughter of Shri Bhola Nath Dutta, 9, Surendralal Pyne Lane, P.O: Bowbazar, Thana: Muchipara, , Kolkata, WEST BENGAL, India, PIN - 700012, by caste Hindu, by Profession House wife

Indetified by Mr Subrata Mukherjee, , Son of Late Dipen Mukherjee, 1/1a, Ganendra Mitra Lane, P.O: Shyambazar, Thana: Shyampukur, , Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Service

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

Execution is admitted on 07-10-2021 by Smt APARNA GHOSH, proprietor, MESSRS GHOSH CONSTRUCTION, 61A, Shyampukur Street, City:- , P.O:- SHYAMBAZAR, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700004

Indetified by Mr Subrata Mukherjee, , Son of Late Dipen Mukherjee, 1/1a, Ganendra Mitra Lane, P.O: Shyambazar, Thana: Shyampukur, , Kolkata, WEST BENGAL, India, PIN - 700004, by caste Hindu, by profession Service

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

**On 16-10-2021**

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 6,025/- ( B = Rs 6,000/- ,E = Rs 21/- ,M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 6,021/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 01/10/2021 6:29AM with Govt. Ref. No: 192021220089876841 on 01-10-2021, Amount Rs: 6,021/-, Bank:  
HDFC Bank ( HDFC0000014), Ref. No. 1576036847 on 01-10-2021, 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 online = Rs 39,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 01/10/2021 6:29AM with Govt. Ref. No: 192021220089876841 on 01-10-2021, Amount Rs. 39,921/-, Bank:  
HDFC Bank (HDFC0000014), Ref. No. 1576036847 on 01-10-2021, 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**

On 18-10-2021

### 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 6,025/- ( B = Rs 6,000/- ,E = Rs 21/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 4/-

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 76087, Amount: Rs.100/-, Date of Purchase: 10/09/2021, Vendor name: S Mukherjee

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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2021, Page from 577177 to 577252  
being No 190411670 for the year 2021.



*Mohul*

Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2021.11.06 18:38:44 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2021/11/06 06:38:44 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

(This document is digitally signed.)