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Additional Registrar of
Assurances-IV, Kolkata

Certified that the Document is admitted by Registrar. The Signature Sheet and the endorsement sheet attached to this document are the part of this Document.

7/9/19
Additional Registrar
of Assurances-IV, Kolkata

7 SEP 2019

DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made this the 7th day of
September 2019 (Two Thousand Nineteen) **BETWEEN;**

3764

8 MAR 2019

Rs. 100/- Date

Name: Amitava Roy

Address:

Vendor:

Allpur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Allpur Police Court, Kol-27

Advocate
Alipur Police Court
Kolkata - 27



A. Subhankar

DE
19-201820
GRN Date: 02/09/2019
BRN: 030520190
DEPOSITOR'S DETAIL

Govt of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-006750523-2
GRN Date: 02/09/2019 13:35:09
BRN: 030920190167514
Payment Mode: Credit Payment
Bank: UCO Bank
BRN Date: 03/09/2019 00:00:00

DEPOSITOR'S DETAILS

Name: For Calcutta Construction
Contact No.:
E-mail:
Address: 7BNepal Bhattacharjee StKalgialPincode700026
Applicant Name: Mr.G BANERJEE
Office Name:
Office Address:
Status of Depositor: Buyer/Claimants
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Id No.: 19040001377669/2/2019
(Qty in Qty Year)
Mobile No.: +91 9433830767

PAYMENT DETAILS

Sl No	Identification No.	Head of A/C Description	Head of A/C	Amount (₹)
1	19040001377669/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	19040001377669/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	25105
Total				45126

In Words: Rupees Forty Five Thousand One Hundred Twenty Six only

(1) SRI PRADIP KUMAR CHATTERJEE, having PAN : ACJPC8846R, son of Late Sambhu Nath Chatterjee, (2) SMT. CHANDRABALI MUKHERJEE, having PAN : AERPM7011D, wife of Kuntal Mukherjee and daughter of Late Manindra Nath Chatterjee, (3) SMT. SOVA CHATTERJEE, having PAN : ACPPC5894F, wife of Late Dilip Chatterjee, (4) SRI HIRAK CHATTERJEE, having PAN : BCAPC8709D, son of Late Dilip Chatterjee, (5) SMT. SREETAMA CHATTERJEE, having PAN : AJGPC0077L, wife of Sri Kuntal Chatterjee and daughter of Late Dilip Chatterjee, (6) SMT. MADHUJA CHATTERJEE having PAN : ACNPC4325P, wife of Late Amitabha Chatterjee and (7) SRI SAMANYU CHATTERJEE, having PAN : BCAPC8334A, son of Late Amitabha Chatterjee and all are by creed : Hindu, Indian by National, all are residing at 1/1/7, Nepal Bhattacharjee Street, Post Office : Kalighat, Police Station : Kalighat, Kolkata : 700026, hereinafter jointly called and referred to as "the OWNERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors; administrators, legal representatives and assigns) of the ONE PART.

Madhujy Chatterjee

AND

CALCUTTA CONSTRUCTION, having PAN : AADFC9887C, a Partnership Firm, having its registered Office at 7B, Nepal Bhattacharjee Street, Post Office : Kalighat, Police Station : Kalighat, Kolkata : 700026, having represented by its Partners namely, (A) SRI DEBOJIT CHAKRABORTY, having PAN : ACRPC0276B, son of Late Shyam Sundar Chakraborty, by creed : Hindu, Indian by National, residing at 7A, Nepal Bhattacharjee Street, Post Office : Kalighat, Police Station : Kalighat, Kolkata : 700026 and (B) SRI GAUTAM BANERJEE, having PAN : AEHPB1254N, son of Sri Kashi Nath Banerjee, by creed : Hindu, Indian by National, residing at 57A, Gurupada Halder Road, Post Office : Kalighat, Police Station : Kalighat, Kolkata : 700026, hereinafter called and referred to as "the DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the OTHER PART.

WHEREAS originally Banku Behari Chattopadhyay and Smt. Amala Bala Debi were the joint Owners in respect of ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs 15

(fifteen) Chittacks 16 (Sixteen) Square Feet more or less together with old dilapidated 3 (Three) storied Building having an area of 1496 (One Thousand Four Hundred Ninety-Six) Square Feet more or less standing thereon, situate and lying at Mouza : Kalighat, Dihi : Panchannagram, Division : 6, Sub-Division : F, being known and numbered as Municipal Premises No.1/1/7, Nepal Bhattacharjee Street, Police Station : previously Bhowanipore at present Kalighat, Kolkata : 700026, within the limits of the then Calcutta Corporation now the Kolkata Municipal Corporation, under Ward No.83.

AND WHEREAS while absolutely seized and possessed the aforesaid property as joint Owners thereof, said Banku Behari Chattopadhyay and Smt. Amala Bala Debi executed and registered one Deed of Settlement-cum-Trust, wherein they settled their aforesaid property amongst the beneficiaries viz. Dilip Kumar Chattopadhyay, Amitabha Chattopadhyay, Pradip Kumar Chattopadhyay and Manindra Nath Chattopadhyay with the life estate of Sambhu Nath Chatterjee and his wife Smt. Padmabati Debi and also appointed said Sambhu Nath Chatterjee as the sole Trustee of the said Deed. The aforesaid Deed was duly registered on 21st March, 1958 in the Office of

the Sub-Registrar at Alipore and recorded in Book No.1, Volume No.65, Pages 166 to 174, Being No.3152 for the year 1958.

AND WHEREAS meanwhile said Sambhu Nath Chatterjee expired on 24th April, 1964 and after his demise, in terms of the said Deed of Settlement-cum-Trust said Smt. Padma Bati Debi became the sole Trustee of the said Deed.

AND WHEREAS after passage of time, said Banku Behari Chatterjee and Smt. Amala Bala Devi both are expired on July, 1974 and 2nd December, 1983 respectively and upon their demise, the aforesaid trust come to an end and accordingly in terms of the said Deed of Settlement-cum-Trust, said Smt. Padma Bati Devi handed over the possession of the aforesaid property unto and in favour of the beneficiaries viz. Dilip Kumar Chattopadhyay, Amitabha Chattopadhyay, Pradip Kumar Chattopadhyay and Manindra Nath Chattopadhyay.

AND WHEREAS thereafter said Smt. Padma Bati Devi also expired on 15th October, 1991 and upon her demise said Dilip Kumar Chattopadhyay, Amitabha Chattopadhyay, Pradip Kumar Chattopadhyay and Manindra Nath Chattopadhyay

became the joint Owners of the aforesaid property, each having undivided $1/3^{\text{rd}}$ share of the same and absolutely seized and possessed the same by doing all acts of ownership and paying taxes thereto.

AND WHEREAS while absolutely seized and possessed the aforesaid property as joint Owners thereof, said Amitabha Chatterjee died intestate on 29th July, 2015 leaving behind him surviving his widow Smt. Madhuja Chatterjee, one son Samanyu Chatterjee, the Owner Nos.6 & 7 herein respectively, as his only legal heirs and successors, who jointly inherited the undivided $1/3^{\text{rd}}$ of 50% share of the aforesaid property left by the deceased as per Hindu Succession Act, 1956 each having undivided $1/12^{\text{th}}$ share of the same.

AND WHEREAS thereafter said Manindra Nath Chatterjee also died intestate on 8th December, 2016 leaving behind him surviving his married daughter Smt. Chandrabali Mukherjee as his only legal heir and successor, who inherited the undivided 50% share of the aforesaid property left by the deceased as per Hindu Succession Act, 1956. Be it noted that wife of said

Manindra Nath Chatterjee viz. Smt. Chitra Chatterjee predeceased her and she died on 17th July, 2010.

AND WHEREAS subsequently thereafter said Dilip Chatterjee also died intestate on 15th January, 2016 leaving behind him surviving his widow Smt. Sova Chatterjee and one son Hirak Chatterjee and one married daughter Smt. Sreetama Chatterjee, the Owner Nos.3, 4 & 5 herein respectively, as his only legal heirs and successors, who jointly inherited the undivided 1/3rd of 50% share of the aforesaid property left by the deceased as per Hindu Succession Act, 1956 each having undivided 1/18th share of the same.

AND WHEREAS in the manner stated above, the said Pradip Chatterjee, Smt. Chandrabali Mukherjee, Smt. Sova Chatterjee, Hirak Chatterjee, Smt. Madhujha Chatterjee, Samanyu Chatterjee and Smt. Sreetama Chatterjee, the Party hereto of the One Part herein became the joint Owners of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 2 (Two) Cottahs 15 (Fifteen) Chittacks 16 (Sixteen) Square Feet but as per physical measurement land area comes to 2 (Two) Cottahs 14 (Fourteen) Chittacks 24 (Twenty-Four) Square Feet more or less together with old dilapidated 3 (Three) storied

Building having an area of 1496 (One Thousand Four Hundred Ninety-Six) Square Feet more or less standing thereon, situate and lying at Mouza : Kalighat, Dili : Panchannagram, Division : 6, Sub-Division : F, being known and numbered as Municipal Premises No.1/1/7, Nepal Bhattacharjee Street, Police Station : Kalighat, Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.83, being Assessee No.14-083-25-0062-8, morefully described in the **SCHEDULE - "A"** hereunder written and hereinafter called and referred to as "the **SAID PROPERTY**" and since then have been possessing the same uninterruptedly by mutating their names with the Office of the Kolkata Municipal Corporation as well as also by doing all acts of ownership and paying taxes thereto. The respective shares of the Owners in the said property are as follows :-

NAME OF THE OWNERS	UNDIVIDED SHARE IN THE SAID PROPERTY
Pradip Chatterjee (1/6 th)	1/3 rd of 50% share
Smt. Chandrabali Mukherjee (½)	½ of 100% share
Smt. Sova Chatterjee (1/18 th)	1/3 rd of 50% share
Hirak Chatterjee (1/18 th)	1/18 th share
Smt. Madhuja Chatterjee (1/12 th)	1/3 rd of 50% share
Samanyu Chatterjee (1/12 th)	1/12 th share
Smt. Srectama Chatterjee (1/18 th)	1/18 th share

AND WHEREAS the Party hereto of the One Part has decided to develop their said property by raising a multistoried Building over the said property after sanction of the Building Plan from the Kolkata Municipal Corporation.

AND WHEREAS the Developer is engaged in the business of developing and promoting and also sponsoring construction of Building having its own financial resource to carry out any development scheme including construction of Building, taking up all the related responsibility of preparation and sanction of Plan for construction and engage Engineers, Masons and Labourers and also put in resources for Building materials and supervise of completing the construction of the proposed Building and to procure prospective Flat Owners for the Flats, Apartments and other spaces to be built as per the Plan to be sanctioned by the Kolkata Municipal Corporation.

AND WHEREAS with intent to develop the said property and raise or construct multistoried Building with lift facility or more upper storied new residential Building thereon at its own cost and expenses, mutual discussions caused between the Parties hereto and the pursuant to such mutual discussions, the

Owners and the Developer agreed in certain terms and conditions.

AND WHEREAS at the request of the Owners, the Developer has agreed to undertake a scheme of development of the said property by raising upper storied new residential Building thereon containing several independent Flats or Apartments or spaces as may be sanctioned by the Kolkata Municipal Corporation and other requisite Authorities and after completion of the construction of the proposed Building, the Developer shall be entitled to dispose of the Developer's allocated constructed area in any manner it may choose the built upto Flats, Apartments and spaces to any intending Purchaser thereof as may be chosen and selected by the Developers.

NOW THIS AGREEMENT WITNESSETH are as follows :-

1. **OWNERS** :-

Shall mean (1) **SRI PRADIP KUMAR CHATTERJEE**,
having PAN : ACJPC8846R, son of Late Sambhu Nath
Chatterjee, (2) **SMT. CHANDRABALI MUKHERJEE**,
having PAN : AEKPM7011D, wife of Kuntal Mukherjee and
daughter of Late Manindra Nath Chatterjee, (3) **SMT.**

SOVA CHATTERJEE, having PAN : ACPPC5894F, wife of Late Dilip Chatterjee, (4) SRI HIRAK CHATTERJEE, having PAN : BCAPC8709D, son of Late Dilip Chatterjee, (5) SMT. SREETAMA CHATTERJEE, having PAN : AJGPC0077L, wife of Sri Kuntal Chatterjee and daughter of Late Dilip Chatterjee, (6) SMT. MADHUJA CHATTERJEE, having PAN : ACNPC4325P, wife of Late Amitabha Chatterjee and (7) SRI SAMANYU CHATTERJEE, having PAN : BCAPC8334A, son of Late Amitabha Chatterjee and all are of 1/1/7, Nepal Bhattacharjee Street, Post Office : Kalighat, Police Station : Kalighat, Kolkata : 700026 and each of their respective heirs, executors, administrators, legal representatives and assigns.

2. DEVELOPER :-

Shall mean: CALCUTTA CONSTRUCTION, a Partnership Firm, having its registered Office at 7B, Nepal Bhattacharjee Street, Post Office : Kalighat, Police Station : Kalighat, Kolkata : 700026, having represented by its Partners namely, (A) SRI DEBOJIT CHAKRABORTY, son of Late Shyam Sundar Chakraborty of 7A, Nepal

Bhattacharjee Street, Post Office : Kalighat, Police Station : Kalighat, Kolkata : 700026 and (B) SRI GAUTAM BANERJEE, son of Sri Kashi Nath Banerjee of 57A, Gurupada Halder Road, Post Office : Kalighat, Police Station : Kalighat, Kolkata : 700026 and include its successors-in-office and assigns.

3. THE SAID PROPERTY :-

Shall mean ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs 15 (Fifteen) Chittacks 16 (Sixteen) Square Feet but as per physical measurement land area comes to 2 (Two) Cottahs ¹² 14 (Fourteen) Chittacks ²⁴ 24 (Twenty-Four) Square Feet more or less together with old dilapidated 3 (Three) storied Building having an area of ^{52m sqm} 1496 (One Thousand Four Hundred Ninety-Six) Square Feet more or less standing thereon, situate and lying at Mouza : Kalighat, Dihi : Panchannagram, Division : 6, Sub-Division : F, being known and numbered as Municipal Premises No.1/1/7, Nepal Bhattacharjee Street, Police Station : Kalighat, Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.83, being Assessee No.14-083-25-0062-8.

187. 837

187 ^{52m sqm} ^{sp. hity. b. n. n.}

41. 877

4. **BUILDING :-**

Shall mean and include the Building to be constructed at the property mentioned in earlier paragraph in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation.

5. **LICENCE TO DEVELOP :-**

A. The Owners hereby entrust handover and give licence to the Developer to enter into the said property, demolish the existing structures, develop the property and construct multistoried Building thereon containing dwelling units and/or ownership Flats with the best materials and in accordance with the Plans and Specifications mentioned hereinafter.

B. The Developer hereby agrees to develop and/or cause to be developed the said property by constructing one or more Buildings with best materials containing in the Buildings, dwelling units and/or Flats in accordance with the Specifications and Plans, the rules and regulations

in relation thereto with the approval and/or sanction of the concerned Authorities and at its own costs, expenses and arranging its own finance and at its own risk and responsibility.

6. That the Owners shall always remain liable to execute and register appropriate Deed of Conveyances to sell, transfer and convey in favour of other Flat Occupiers, their proportionate undivided share and interest in the land beneath the Building at the costs and expenses of the Developer or intending Flat occupiers, whenever called upon by the Developer without in any way demanding the price at which the said undivided share in the land of the said premises is sold or any part thereof received by the Developer against such sale. The Owners shall execute and register such Deeds only after getting their allotted constructed area must be completed in all respect for residential purpose.

7. **COMMON FACILITIES :-**

Shall mean and include corridors, stairs, ways, passages, way, if any drive ways, common lavatories, if provided by

the Developer, water pump and water and facilities, which will be provided by the Developer in the new Building. The occupiers of the proposed multistoried Building and the Purchasers of the Flats of the proposed multistoried Building shall have the right to enjoy the roof of the proposed Building and to maintain it including the water reservoir besides the common enjoyment of the common parts of the Building. That the Owners apart from receiving their allocated portion of the proposed Building shall also be entitled to easement rights in common with the said Building in respect of the common areas and facilities provided therein.

8. **SALEABLE SPACE :-**

Shall mean the space in the new Building available for independent use and occupation after providing Owners' allocation and making due provisions for common facilities and space required thereof by the Developers.

9. **OWNERS' ALLOCATION :-**

On completion of the new Building, the Owners shall be at the first instance entitled to get entire Top Floor from the

proposed Building in finished and complete condition. The aforesaid Owners' allocation are morefully described in the SCHEDULE - "B" hereunder written and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the SCHEDULE - "C" hereunder written and the aforesaid allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation.

10. DEVELOPER'S ALLOCATION :-

Shall mean remaining super built up area/space in the proposed Building, only after providing for the Owner's allocation.

11. THE ARCHITECT :-

Shall mean such person or persons with requisite qualification, who will be appointed by the Developer for designing and Planning of the new Building.

12. BUILDING PLAN :-

Will mean such Plan prepared by the Architect for the construction of the new Building and sanction by the

Kolkata Municipal Corporation and/or any other competent Authority as the case may be.

13. **TRANSFER** :-

With its grammatical variations shall include transfer by possession and by and other means adopted for effecting what is understood as a transfer of space in multistoried Building to purchase thereof although the same may not amount to a transfer in law without causing in any manner in convenience or disturbance to the Owners.

14. **TRANSFeree** :-

Shall mean a person Firm, Limited Company, Association of persons to whom any space in the Building will be transferred.

15. **TIME** :-

Shall mean, the construction shall be completed positively within 36 (Thirty-Six) months from the date of sanction of the Building Plan or from the date of handing over peaceful vacant khas possession of the said property, whichever will be the later.

16. **WORDS :-**

Importing singular shall include plural and vice-versa and the words importing masculine gender shall include feminine and vice-versa and neutral gender shall include masculine and feminine genders.

17. **POWER OF ATTORNEY :-**

A. The Owners shall at the costs and request of the Developer execute a Development Power of Attorney in favour of the Developer giving them all necessary power required to carry out the work of the development and completion of the project.

B. That with the execution of these presents, the Owners shall remain liable to execute and register Power of Attorney in favour of the Developer granting due and all requisite authority to the Developer to enter upon the said premises, take measurement and construct the proposed Building, purpose the sanction of the Plan of the construction of the Building, represented the Owner before all Authorities for sanction of the Plan, submit

application on behalf of the Owners for procuring the Building materials and/or otherwise to pursue to fulfill the above objectives.

18. OWNERS TO EXECUTE DOCUMENTS :-

That the Owners shall at the request of the Developer, execute such documents, papers, memorandum and deeds in furtherance of these presents which the Developer may require from the Owners for smooth and expeditious construction of the proposed Building, use and occupation thereof.

19. DEVELOPER'S UNDERTAKING :-

A. The Developer hereby agrees that it shall keep the Owners indemnified, harmless against all Third Party claims or actions arising out of any act or omission on the part of the Developer, its agent, men or labours during the construction of the proposed Building.

20. COMMENCEMENT :-

This Agreement shall commence or shall be deemed to have commenced on and with effect from the date of execution of this Agreement.

21. **NOT A DEMISE :-**

It is declared and agreed that these presents shall not be treated as a Conveyance or demise or transfer of any right or title or interest in the said property to the Developer excepting the right to develop and/or construct multistoried Buildings after demolition of the existing structures and these presents shall be treated only as a license in favour of the Developer to do all acts, things and deeds expressly provide herein and contained in the Power of Attorney to be executed.

22. **DEVELOPER'S RIGHT :-**

A. The Owners hereby grant, subject to what have been hereunder provided exclusive right to the Developer to build upon and to exploit commercially the said plot of land and shall be able to construct the new Building thereon in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation with or without any amendment and/or modification thereto made or cause to be made by the parties hereto subject to the approval to the Kolkata Municipal Corporation and/or statutory Authority.

- B. All application, Plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Owners at its own costs and expenses and the Developer shall pay charges and bear all fees including Architect's fees required to be paid.
- C. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said property or any part thereof to the Developer or as creating any right, title or interest in respect of the Developer other than an exclusive right and interest by the Developer to commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new Building in the manner herein after stated.
- D. That it is clearly understood that the Developer by virtue of these presents shall not acquire any right, title or interest in the said property consequent

upon the Owners handing over complete possession to the said property to the Developer subject to the condition that the proposed Building and dispose of its share of the Building in terms of these presents without any let, hindrance on the part of the Owners or their agents and men or anybody claiming under them.

- i. In the event, the Kolkata Municipal Corporation or any statutory Authority requires any modification of the Plan/s submitted by the Owners, the Developer shall cause the Architect's drawing/plans to be altered changed as may be required by the said Architect and the Owners will with the approval of the Developer submit the modified Plans/drawings in addition to the original Plan submitted by the Owner and the Developer shall bear all costs thereof for sanctioning the drawing/Plans by the Kolkata Municipal Corporation and/or the statutory Authorities.

- ii. If, required the Owners shall give a Development Power of Attorney in favour of any of the Partners of the Developer only for the purpose of sanction/ corrections and/or amendment of the Plan of the Building at the said premises and/or already sanctioned subject to approval by the Owners.

- iii. After getting free and vacate possession of the said premises, demolition of the existing Building/structures on the said premises and removal of the debris shall be the responsibility and at the cost of the Developer only, provided, however, that all debris, salvages and materials arising therefrom shall belong solely to the Developer in usual course of the Development Agreement, except few articles which the Developer has agreed to deliver to the Owners as per correspondence made among them in this regard.

23. OWNERS' RIGHT AND REPRESENTATION :-

- A. The Owners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said property.
- B. None other than the Owners have any claim, right, title and/or demand over and in respect of the said property and/or any portion thereof.
- C. There is no excess vacant land at the said property within the meaning of the Urban Land (ceiling and regulation) Act, 1976.

24. SPACE ALLOCATION :-

- A. The common area/facilities shall be jointly owned by the Owners and the Developer for the common use and enjoyment of Owners'/Developer's allocation of space.
- B. On completion of the Building but before giving possession, both the Owners and the Developer will conduct a joint survey of the super built up space/

area in their respective allocation to ascertain the actual measurement of the area/space in their respective allocation.

25. **CONSIDERATION** :-

- A. In consideration of the Owners having agreed to permit the Developer to commercially exploit the said property and to construct, erect and build a new Building in accordance with the Plan which will be sanctioned and in accordance with the specification and materials description of which are stated in details in **SCHEDULE - "C"** hereunder written.
- B. On completion of the new Building, the Owners shall be at the first instance entitled to get entire Top Floor from the proposed Building in finished and complete condition. The aforesaid Owners' allocation are morefully described in the **SCHEDULE - "B"** hereunder written and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are

fully described in the SCHEDULE - "C" hereunder written and the aforesaid allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation.

C. Besides the above, the Developer shall pay a sum of Rs.65,00,000/- (Rupees Sixty-Five Lac) only to the Owners herein, which will be paid by the Developer to the Owners in the manner as follows :-

i. The Developer shall pay a sum of Rs.25,00,000/- (Rupees Twenty-Five Lac) only to the Owners herein simultaneously with the execution of this Agreement.

ii. The Developer shall also pay a sum of Rs.10,00,000/- (Rupees Ten Lac) only to the Owners herein after completion of foundation work of the proposed Building.

iii. The Developer shall also pay a sum of Rs.10,00,000/- (Rupees Ten Lac) only to the

Owners herein after completion of structure work of the proposed Building.

- iv. The balance amount of Rs.20,00,000/- (Rupees Twenty Lac) only to be paid by the Developer to the Owners after completion of brick work of the proposed Building.

26. **POSSESSION :-**

- A. The Owners shall give quiet, peaceful and unencumbered possession of the aforesaid property to the Developer simultaneously with the execution of this Agreement enabling the Developer to survey the entire premises and for making soil testing and preparation of the proposed Building Plan.
- B. The Developer shall complete the construction of the Building positively within 36 (Thirty-Six) months from the date of sanction of the Building Plan or from the date of handing over peaceful vacant khas possession of the said property, whichever will be the later and shall hand over the

Owners' allocation by the Developer with the arrangements and other accessories as per specification given details in SCHEDULE - "C" hereunder written.

- C. The Developer shall on completion of the new Building put the Owners in undisputed possession of the Owners' allocation together with all rights in common to the common portion as absolute Owners thereof.
- D. It is specifically agreed and understood by and between the Owners and the Developer i.e. the Parties to this Deed of Agreement that by virtue of execution of the instant Agreement for Development of the said property in question coupled with execution and registration of the Power of Attorney for development of the said property in question, the Developer in view of the provision laid down in Section 202 & 204 of the Contract Act shall be regarded and construed to have acquired a substantial right in the said property in question,

which would also be equated as that of a Co-Owner so far the same relates to the Developer's allocation in the said premises in question.

- E. The Developer shall be exclusively entitled to the Developer's allocation in the new Building with exclusive right to transfer or otherwise deal with or dispose of the without any right, title, claim or interest therein whatsoever with or disturb the quiet and peaceful possession of the Developer's allocation. The Owners shall only transfer by way of proper Deed of Conveyance either in favour of the Developer or in favour of the nominee/s of the Developer, the undivided share of the land excepting the proportionate share of land of the Owners.

- F. In so far as necessary all dealing by the Developer in respect of the new Building shall be in the name of the Owners for which purpose the Owners undertake to give the Developer a Power of Attorney in a form and manner reasonably required by the

Developer. It being understood however that such dealings shall not in any manner fasten or create any financial or legal liabilities upon the Owners nor there shall be any clause inconsistent with or against the terms mentioned in this Agreement.

- G. That the Owners shall execute the Deed of Conveyance/s in favour of the Developer or its nominee in respect of Developer's allocated portion of the new Building as shall be required by the Developer all costs and all expenses including Income Tax Clearance Certificate in that behalf will be borne and paid by the Developer.

27. **TITLE DEEDS :-**

The Developer shall put the Owners in possession of the Owners' allocation in Building to be constructed not later than 36 (Thirty-Six) months from the date of sanction of the Building Plan by the Kolkata Municipal Corporation or the Owners' giving vacate possession of the portion of the said premises in their occupation to the Developer whichever is later, **PROVIDED ALWAYS** the Developer will at

its own costs arrange for 2 (Two) numbers of suitable accommodation for the Owners to shift and stay there with their families without being liable to pay anything by way of rent and make satisfactory arrangement for their stay free of costs till the Developer shall put the Owners in possession of the Owner's allocation in the Building to be constructed as mentioned herein. However, electricity bills and other expenses which are required for daily need shall be paid by the Owners during their occupation of the said alternative accommodation in respect of the alternative accommodation provided by the Developer.

28. **FORFEITURE** :-

If the Developer is otherwise failed to complete the Building within the stipulated period owing to some unavoidable circumstances beyond control or due to natural calamity the time for completion of the said Building shall be mutually extended for a duration of time that is to be decided by the Parties and would be reduced into writing subsequently as and when situation so arise but the same shall not exceed the period of 6 (Six) months within which the Developer shall make all efforts and

endeavour to overcome the said impediments so that the Building could be completed within such extended period, if the same could not be completed within the agreed stipulated period. Either of the Parties under the circumstances shall have the option to terminate and cancel the instant Agreement i.e. if the Developer is otherwise prevented by reasonable and justifiable cause unable to complete the construction within the time as aforesaid and in such case if the Agreement had to be terminated then the Owner shall refund the amount of money they have/had received by that time from the Developer as per preceding Clause : 25(C) of the instant Agreement without interest and the Developer shall hand over possession of the property to the Owners on as it is where it is basis. Neither of the Parties shall be entitled to claim any damage or compensation as against to each other and consequent upon the termination of the Agreement, the Power of Attorney that had to be granted in pursuant to the Agreement as aforesaid shall have to be cancelled or revoked and the Developer shall remove its materials from the said property without causing any damage to the said property in question.

29. COMMON FACILITIES :-

- A. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the said Building accruing due as and from the date of handing over vacant possession of the said property or part of it by the Owners to the Developer. If there are any dues of property taxes or any Owners' taxes regarding the said property before the date of handing over the same to the Developer that would be borne by the Owners.
- B. As soon as the new Building shall be completed within the time hereinafter mentioned the Developer shall give written notice to the Owners for their allocation in the new Building and there being no dispute regarding the completing of the new Building in terms of this Agreement and according to the Specification and Plan thereof and certificate of the Architect being produced to the effect and after 30 (Thirty) days from the date of service of such notice and at all times thereafter the Owners

shall be exclusively responsible for payment of all Municipal and property taxes, rates, duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as "the SAID RATES") payable in respect of the Owners' allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the Building, if they are levied on the new Building as a whole.

- C. From the date of handing over the possession of the Owners' allocation, the Owners shall pay the Developer the service charges for the water supply, common electricity, security charges etc. in the new Building till Association is formed.
- D. Any transfer of any part of the Owners' allocation in the new Building shall be subject to the provisions hereof and the transferee shall thereafter be responsible in respect of the space transferred for payment of the said rate and service charges for the common facilities.

- E. The Owners shall not do any act, deed or thing whereby the Developer shall be prevented from construction completion of the new Building.

30. COMMON RESTRICTION :-

The Owners' allocation in the new Building shall be subject to the same restrictions on transfer and use as are applicable to the Developer's allocation in the new Building intended for common benefits of all occupiers of the new Building, which shall include the followings.

- A. The Owners shall not use or permit to be used of the Owners' allocation in the new Building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisances hazard to the Owners, Occupiers of the new Building. The Developer and its nominee/s shall also not use or permit to be used of the Developer's allocation in the new Building or any portion thereof for carrying or any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose

which may cause any nuisance hazards to the other proposed Co-Owners of the proposed new Building.

- B. Both the parties shall abide by all laws, bye-laws, rules and regulation of the Government, local bodies and associations when formed in future as the case may be without invading the right to the Owners.
- C. The respective allottee shall keep their respective allocation in the Building in good working conditions and repairs.
- D. Neither party shall throw accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or around the new Building or in the compound corridors any other portions of the new Building.

31. **OWNERS' OBLIGATION** :-

- A. The Owners hereby agree and covenant with the Developer not to cause any interference or

hindrance in the construction of the new Building at the said property by the Developer.

- B. The Owners hereby agree and covenant with the Developer not to do any act or deed or thing hereby the Developer may be prevented from selling, assigning and/or disposing of any portion or portions of the Developer's allocation/portion in the new Building or of the said property save and except the undivided share of land of the Owners' allocation.
- C. The Owners shall always put their signatures in the Deed of Agreement as Confirming Party for the allocation of the Developer regarding selling out undivided share of land of the said property.
- D. The Owners hereby agree and covenant with the Developer not to let out, grant, lease, mortgage and/or charges the allocated portion of the Developer in the super built up construction but shall have all right to let out grant, lease, mortgage and/or charges, their allocated portion to any

person/s, company/ies save and except the Developer's allocation.

- E. The Owners hereby agree to put their signatures in the Plans as will be prepared by the Developer through their Architect and all other allied documents including mutation of the property etc.
- F. The Owners shall at the request of the Developer appear before the Registrars of any Registration Office and put their signatures for registration of this Agreement and for other Deeds and documents relating to amalgamation of the said property along with adjoining properties and shall observe/perform all formalities relating to completion of registration of any document.
- G. The Owners shall negotiate with the existing Tenant in respect of the said property with the Developer herein from their joint fund.
- H. The Owners shall not be liable to raise any objection in any manner whatsoever regarding the ultimate

roof right of the proposed Building, which will be absolutely belongs to the Developer herein.

32. **DEVELOPER'S OBLIGATION :-**

The Developer hereby agrees and covenant with the Owners :-

- A. The Developer shall complete the construction of the new Building within 36 (Thirty-Six) months from the date of sanction of the Building Plan or from the date of handing over peaceful vacant khas possession of the said property, whichever will be the later, the time of completion of the Building shall be strictly observed. The period of construction will be extended, if there is any force majeure, natural calamity or situation beyond the control of the Developer.
- B. The Developer shall not to violate or contravene any of the provisions or rules applicable for construction of the Building.
- C. The Developer shall at its own cost arrange 2 (Two) numbers of alternative suitable accommodation for

the Owners during the constructional period of the new Building till handing over possession of the Owners' allocation. During this period all expenses other than electricity charges will be borne by the Developer.

- D. The Developer shall at its own cost demolish the present existing structure standing thereon and shall enjoy the entire debris and salvages at its own whims and desire.
- E. The Developer shall negotiate with the existing Tenant in respect of the said property with the Owners herein from their joint fund.

33. **RESTRICTION AS TO USER OF THE BUILDING :-**

No structural alterations in the Building shall be made without the written consent of the management of the said Building subject however to a sanction of the concerned Authorities, if necessary.

34. **OWNERS' INDEMNITY :-**

The Owners hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy its

allocated portion without any interference and/or disturbance provide the Developer performance and fulfills all and singular the terms and conditions herein contained and/or its part to be observe and performed. The Owners have also further represented that they have not entered into any Agreement for Sale in respect of the said property in question with any other person/s and that the said property is not subject of any mortgage, charges or lines and the same is absolutely free from all encumbrances and the Owners have got unfettered indefeasible title, right and interest in respect of the said property in question to enter into the Agreement with the Developer for development of the said property in question and that the said property is not subject of any acquisition or requisition under any Government Scheme and relying on the said representation of the Owners, the Developer have entered into this Agreement for Development of the said property in question. It is further agreed that in case any defect in title of the Owners transpires later on owing to which the said construction of the multistoried Building, as agreed, in terms of the said Agreement cannot be completed or that right, title

and interest of the Owners cannot be conveyed to the intending Buyer(s) willing to purchase Unit/s in Developer's allocation, the Owners shall adequately indemnify the Developer for such defect in title and in consequence of which it shall be optional on the part of the Developer to cancel the Agreement and remove the Power of Attorney with right to claim damage and compensation besides refund of the money paid as aforesaid from the Owners.

35. **DEVELOPER'S INDEMNITY** :-

- A. The Developer hereby undertakes to keep the Owners indemnified against all Third Party's claims and actions arising out of any sort of act of commission of the Developer in or in relation to the construction of the said new Building strictly in terms of the Plan to be sanctioned by the Kolkata Municipal Corporation on that behalf.

- B. The Developer hereby undertakes to keep the Owners indemnified against all action suits, costs, proceedings and claims that may arise out of the

Developer's allocation with regard to the development of the said property and/or in the matter of construction of the Building and/or any defect therein.

36. **MISCELLANEOUS :-**

- A. The Owners and the Developer have entered into the Agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the Developer and the Owners. The Parties hereto can proceed with this Agreement.

- B. Nothing in these presents shall be construed as a demise or assignment or conveyance in land by the Owners of the said property or any part thereof to the Developer or as creating any right, title and interest in respect thereof in the Developer other than an exclusive right to exploit the same in terms thereof provided however the Developer shall be entitled to borrow money from any Bank/s without creating any financial liability on the Owners of effecting and their estate shall not be encumber

and/or be liable for payment of any dues of such Bank/s and for that purpose the Developer shall keep the Owners' indemnified against all actions suits proceedings and cost charges and expenses in respect thereof.

- C. Any notice required to be given by the Developer shall without prejudice to any other mode of service available be deemed to have been served upon the Owners, if sent to them under registered post with acknowledgement due at the address given in this Agreement.

- D. That the Owners hereby fully agree and consent that the Developer shall have the right to advertise, fix hoarding or signboard of any kind relating to the publicity for the benefit or commercial exploitation of the new Building from the date of execution of this Agreement and on completion of the new Building or earlier all such advertisements and hoardings shall be cleared of by the Developer at its own costs.

- E. The certified copy of the original Agreement and a Xerox copy of the deeds in respect of the said property shall be kept at the City Office of the Developer or at the Office of its agent for the inspection of the intended Purchaser/s.
- F. That it is also hereby clearly understood by and between the Parties hereto that the Owners at any time during the construction of the proposed Building shall have right to oversee the work of construction and/or to inspect the construction and/or the materials used in the said construction **PROVIDED ALWAYS** that the Developer constructs the Building as per the sanctioned Plan confirming to the construction Specifications as set out in the **SCHEDULE - "C"** hereunder written.

37. **FORCE MAJURE** :-

- A. The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations was

prevented by any Force Majeure and this contract shall remain suspended during the duration of such Majeure, if any.

- B. The Force Majeure shall mean floods, earth quake, riot, war, storm, tempest, civil commotion, strikes, lock-out and/or any other fact or commission beyond the control of the parties hereto.

38. **JOINT OBLIGATION** :-

- A. The Developer shall develop and construct multistoried Buildings on the said land as per Corporation Rules after utilizing the available F.A.R. as per present rules in vogue.
- B. The Owners will lend their names and signatures in all paper, Plans, documents and deeds those may come on the way of the Developer for successful implementation of the project since the project will be developed in the Owners' name and under the Owners' allocation.

C. The Owners will forward to the Developer, the Title Deed of the land on execution of the Agreement for Developer's record and reference. The said original Title Deed/s shall ultimately be returned by the Developer to the Owners for its preservation.

D. That it is hereby agreed by and between the Parties that name of the constructed residential Building shall be chosen in consultation between the Parties herein.

39. **COMPENSATION FOR BREACH** :-

Either of the Parties herein committing any breach of these presents or any of the terms hereof or unduly delays performance of its obligations herein shall be liable to pay compensation to the Party aggrieved.

40. **ARBITRATION** :-

It is hereby agreed by the Parties that all disputes and differences arising out of in relation to those presents or touching the development, demolition of old structures, construction of new Building and in relation thereto shall be referred to.

41. JURISDICTION :-

- A. In Case of non-compliance and / or violation of any clause either of the Party shall have the right to sue against each other for the relief as will be entitled to in law and equity and the said cases will be within the territorial jurisdiction of the property under this Agreement.
- B. Courts at Calcutta alone shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of these presents between the Parties.

THE SCHEDULE : "A" ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of land measuring about 2 (Two) Cottahs 15 (Fifteen) Chittacks 16 (Sixteen) Square Feet but as per physical measuring land area comes to 2 (Two) Cottahs 12 (Twelve) Chittacks 41.877 (Forty One and Eight Seventy Seven) Square Feet more or less together with old dilapidated 3 (Three) storied Building having an area of 187.837 (One Eighty Seven and Eight Thirty seven) Square Meter more or less standing thereon, situate and lying at Mouza : Kalighat, Dihi:

Panchannagram, Division : 6, Sub-Division : F, being known and numbered as Municipal Premises No.1/1/7, Nepal Bhattacharjee Street, Police Station : Kalighat, Kolkata : 700026, within the limits of the Kolkata Municipal Corporation, under Ward No.83, being Assessee No.14-083-25-0062-8, together with all right, title, interest and right of easements attached thereto and the same is butted & bounded in the manner following :-

ON THE NORTH	:	66C, Sadananda Road ;
ON THE SOUTH	:	Nepal Bhattacharjee Street ;
ON THE EAST	:	68A, Sadananda Road ;
ON THE WEST	:	1E, Nepal Bhattacharjee Street .

THE SCHEDULE : "B" ABOVE REFERRED TO

(DESCRIPTION OF THE OWNERS' ALLOCATION)

On completion of the new Building, the Owners shall be at the first instance entitled to get entire Top Floor from the proposed Building in finished and complete condition and the fittings, fixtures and arrangements as will be provided by the Developer in the said allocation are fully described in the SCHEDULE - "C"

hereunder written and the aforesaid allocation will be demarcated after getting Plan sanction from the Kolkata Municipal Corporation.

THE SCHEDULE : "C" ABOVE REFERRED TO

(DESCRIPTION OF THE SPECIFICATION)

- ❖ **FOUNDATION** :-
Building designed of R.C.C. foundation.
- ❖ **STEEL** :-
Standard quality available in the market.
- ❖ **CEMENT** :-
Standard quality available in the market.
- ❖ **SAND** :-
Course sand.
- ❖ **STONE CHIPS** :-
Standard quality available in the market.
- ❖ **BRICKS** :-
1st class available in the market.

❖ **FLOORING & SKIRTING** :-

Bed rooms, kitchen-cum-dining room, one toilet will be finished with full marble, the front and back open space will be finished with net cement.

❖ **BATHROOM** :-

Floorings of the bathroom shall be marble finished.

❖ **TOILETS** :-

- 5' high glaze tiles round.
- One Western commode (white) with cistern, taps, C.P. towel rod, soap tray, shower.
- Geyser point will be provided in the Toilet.
- Both the toilet will have good quality G.I. concealed pipelines.

❖ **KITCHEN** :-

- One steel sink.
- Two taps.
- Black stone on the top of slab.

❖ **DOORS** :-

P.V.C. door in toilets and good quality phenol bounded flash doors in all inside doors, teak finished flash doors in main door.

❖ **WINDOWS :-**

Mild Steel frame with glass fittings.

❖ **ELECTRICAL WORKS :-**

Electrical points for light, fan, refrigerator, television, air-conditioner etc. will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch board, with piano type switches and 5amp and 15amp plug point, electrical points will be provided as required.

❖ **ELECTRICAL METER :-**

The Developer will arrange for the electric meter for common services like roof lights, stair case, passages and Flat Owners except the Party hereto of the One Part will pay the deposit amount proportionately.

❖ **EXTRA WORK :-**

Request for extra work or change from above mentioned specifications and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

❖ WINDOWS :-

Mild Steel frame with glass fittings.

❖ ELECTRICAL WORKS :-

Electrical points for light, fan, refrigerator, television, air-conditioner etc. will be provided with concealed P.V.C. wiring and complete with distribution boards, sub-distribution board, switch board, with piano type switches and 5amp and 15amp plug point, electrical points will be provided as required.

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❖ EXTRA WORK :-

Request for extra work or change from above mentioned specifications and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

❖ **WATER SUPPLY :-**

Water will be supplied from the supply of Kolkata Municipal Corporation. Water supply from Kolkata Corporation will be arranged with underground reservoir and cost of water connection from Kolkata Corporation authority will be borne by the Developer.

❖ **PAINTING :-**

- All internal walls will be finished with plaster of paris.
- All external paintings will be with cement based paints.
- All doors and windows will be enamel paints.











❖ **SANITARY :-**

All internal pipelines will be of concealed type. Soil lines are to be connected to underground drainage pipes terminating in front of the main sewerage line of the Kolkata Municipal Corporation just outside the main Building.

SPECIMEN FORM FOR TEN FINGERPRINTS




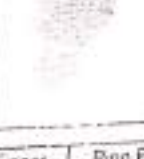








Carl Embel

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					













Delroyt Embel

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					













S. P. Chinn

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Madhya Chhij

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SPECIMEN FORM FOR TEN FINGERPRINTS



Chukwueze.

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Sora Chitthojee

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Hirab Chatterjee

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Sudip Kumar Chatterjee

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

SPECIMEN FORM FOR TEN FINGERPRINTS



S. S. Chatterjee

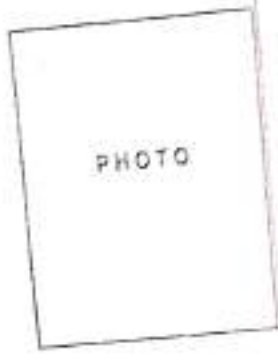
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Left Hand						
Right Hand						



		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand						
Right Hand						



		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand						
Right Hand						



		Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand						
Right Hand						

IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands on the day, month and year first above written.

SIGNED, SEALED & DELIVERED by the Parties at Kolkata in the presence of :-

Sunny Chatterjee
Pratibha Kumar Chatterjee
Anukharyee.
Madhujy Chatterjee
Sova Chatterjee
Sreetaama Chatterjee
Hirak Chatterjee

WITNESSES :-

1. Swapna Chatterjee

1/1/7 Nepal Bhattacharyya Street
Kolkata - 700026 .

2. *K. C. M. K. Mondal*

2/1/7 Motilal. Kog - 700074.

Signature of the OWNERS

Drafted by me :-
Anupur debarati
24/1/83 Partner

K. C. Mondal
Advocate
Alipore Judges' Court, Kolkata-27
High Court, Calcutta
W.B. 367/83.

CALCUTTA CONSTRUCTION

Carlaudho

Partner

CALCUTTA CONSTRUCTION

Debojit Chatterjee

Partner

Signature of the DEVELOPER

Computer typed by :-

Debasish Naskar
DEBASISH NASKAR
Alipore Judges' Court, Kol: 27.

MEMO OF RECEIPT

RECEIPT of and from the within named Developer the within mentioned sum of Rs.25,00,000/- (Rupees Twenty-Five Lac) only towards the part payment out of the total agreed amount of Rs.65,00,000/- (Rupees Sixty-Five Lac) only in terms of this Agreement, as per Memo below :-

Date	Pay order no.	Bank	Amount
6.9.14	227355	CCO	Rs. 25,00,000/-
6.9.14	287352	"	Rs. 4,25,000/-
6.9.14	227353	"	Rs. 4,25,000/-
6.9.14	287351	"	Rs. 1,00,000/-
paid by cash			50,000/-
Total			<u>Rs.25,00,000/-</u>

(RUPEES TWENTY-FIVE LAC) ONLY

WITNESSES :-

1. Swapna Chatterjee

Sury Chandra

Pradip Kumar

Mukherjee.

Mandira Chatterjee

Sova Chatterjee

Signature of the OWNERS

2. Kunal Chatterjee

Suseta Chatterjee

Hirak Chatterjee

Major Information of the Deed

No :	I-1904-0866S/2019	Date of Registration	07/09/2019
Deed No / Year	1904-0001377669/2019	Office where deed is registered	
Deed Date	25/08/2019 11:16:46 PM	Area	A R A - IV KOLKATA, District Kolkata
Applicant Name, Address & Other Details	G BANERJEE 57 A GURU PADA HALDER ROAD, Thana Kalighat, District South 24-Parganas, WEST BENGAL, PIN - 700026, Mobile No 9433830767, Status Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4300] Other than Immovable Property Agreement [No of Agreement 2], [4311] Other than Immovable Property, Receipt [Rs 25,00,000/-]		
Set Forth value	Market Value		
	Rs 1,10,16,755/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs 20,121/- (Article 48(g))	Rs 25,105/- (Article: E, E. B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S - Kalighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nepal Bhattacharjee Street, Road Zone : (Sadananda Road Crossing -- Dharmadas Bhattacharjee Abaitanik Primary School) , Premises No: 1/1/7, Ward No: 083 Pin Code : 700026



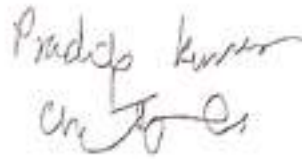
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	2 Katha 15 Chatak 16 Sq Ft		1,00,63,055/-	Property is on Road
Grand Total :				4.8835Dec	0/-	100,63,055/-	

Structure Details :



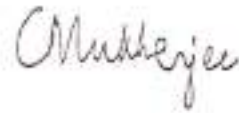
Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1496 Sq Ft	0/-	9,53,700/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 600 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 496 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 400 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		1496 sq ft	0/-	9,53,700/-	

Details :




Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Shri PRADIP KUMAR CHATTERJEE Son of Late SAMBHU NATH CHATTERJEE Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office			
07/09/2019	07/09/2019	07/09/2019	07/09/2019




1/1/7 NEPAL BHATTACHARJEE STREET, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: ACJPC8846R, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office

Name	Photo	Finger Print	Signature
2 Smt CHANDRABALI MUKHERJEE Wife of KUNTAL MUKHERJEE Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office			
07/09/2019	07/09/2019	07/09/2019	07/09/2019




1/1/7 NEPAL BHATTACHARJEE STREET, Nepal Bhattacharjee Street, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AEKPM7011D, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office

Name	Photo	Finger Print	Signature
3 Smt SOVA CHATTERJEE Wife of Late DILIP CHATTERJEE Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office			
07/09/2019	07/09/2019	07/09/2019	07/09/2019



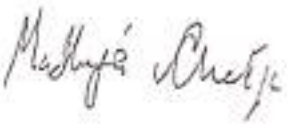
1/1/7 NEPAL BHATTERJEE STREET, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: ACPPC5894F, Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office

Name	Photo	Finger Print	Signature
HIRAK CHATTERJEE of Late DILIP CHATTERJEE Executed by: Self, Date of Execution: 07/09/2019 Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office	 <small>07/09/2019</small>	 <small>LTI 07/09/2019</small>	 <small>07/09/2019</small>




1/1/7 NEPAL BHATTERJEE STREET, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BCAPC8709D,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office

Name	Photo	Finger Print	Signature
Smt SREETAMA CHATTERJEE Wife of Shri KUNTAL CHATTERJEE Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office	 <small>07/09/2019</small>	 <small>LTI 07/09/2019</small>	 <small>07/09/2019</small>

1/1/7 NEPAL BHATTCHARJEE STREET ROAD, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AJGPC0077L,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office

Name	Photo	Finger Print	Signature
Smt MADHUJA CHATTERJHEE Wife of Late AMITABHA CHATTERJEE Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office	 <small>07/09/2019</small>	 <small>LTI 07/09/2019</small>	 <small>07/09/2019</small>



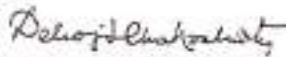
1/1/7 NEPAL BHATTACHARJEE STREET, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ACNPC4325P,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office



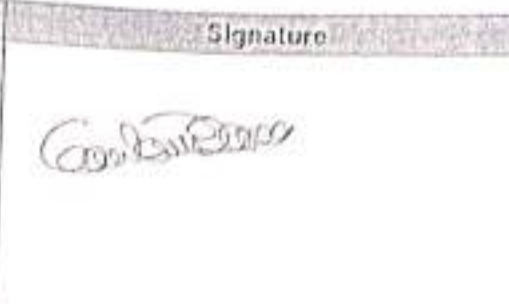
Name	Photo	Finger Print	Signature
SAMANYU BHATTARJEE Son of Late AMITABHA BHATTARJEE Executed by: Self, Date of Execution: 07/09/2019 Admitted by: Self, Date of Admission: 07/09/2019, Place of Office	 07/09/2019	 LTI 07/09/2019	 07/09/2019
1/1/7 NEPAL BHATTACHARJEE STREET, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BCAPC8334A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 07/09/2019 , Admitted by: Self, Date of Admission: 07/09/2019 ,Place : Office			

Developer Details :



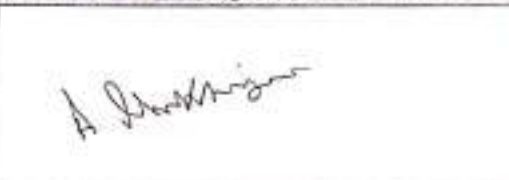
Sl No	Name,Address,Photo,Finger print and Signature
1	CALCUTTA CONSTRUCTION 7 B NEPAL BHATTACHARJEE STREET, P.O:- KALIGHAT, P.S.- Kalighat, District -South 24-Parganas West Bengal, India. PIN - 700026 , PAN No.:: AADFC9887C,Aadhaar No Not Provided by UIDAI, Status :Organization. Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature		
1	Name	Photo	Signature
	Shri DEBOJIT CHAKRABORTY Son of Late SHYAM SUNDAR CHAKRABORTY Date of Execution - 07/09/2019, , Admitted by: Self, Date of Admission: 07/09/2019, Place of Admission of Execution: Office	 Sep 7 2019 1:00PM	 LTI 07/09/2019
	 07/09/2019		
7 A NEPAL BHATTACHARJEE STREET, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACRPC0276B,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : CALCUTTA CONSTRUCTION (as PARTNER)			

Name	Photo	Finger Print	Signature
GOUTAM BANERJEE (Representant) Son of Shri KASHI NATH BANERJEE Date of Execution - 07/09/2019, Admitted by: Self, Date of Admission: 07/09/2019, Place of Admission of Execution: Office	 <small>Sep 7 2019 11:51PM</small>	 <small>LRI 01/09/2019</small>	 <small>07/09/2019</small>
57 A GURU PADA HALDER ROAD, P.O.- KALIGHAT, P.S.- Kalighat, District-South 24-Parganas, West Bengal, India, PIN - 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: AEHPB1254N, Aadhaar No Not Provided by UIDAI Status: Representative, Representative of CALCUTTA CONSTRUCTION (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr A MUKHERJEE Son of Late B MUKHERJEE 10/3, H M M LANE, P.O - SALKIA, P.S.- Golabari, District -Howrah, West Bengal, India, PIN - 711106	 <small>07/09/2019</small>	 <small>07/09/2019</small>	 <small>07/09/2019</small>
Identifier Of Shri PRADIP KUMAR CHATTERJEE, Smt CHANDRABALI MUKHERJEE, Smt SOVA CHATTERJEE, Shri HIRAK CHATTERJEE, Smt SREETAMA CHATTERJEE, Smt MADHUJA CHATTERJEE, Shri SAMANYU CHATTERJEE, Shri DEBOJIT CHAKRABORTY, Shri GOUTAM BANERJEE			

of property for L1

From	To. with area (Name-Area)
Shri PRADIP KUMAR CHATTERJEE	CALCUTTA CONSTRUCTION-0.697649 Dec
Smt CHANDRABALI MUKHERJEE	CALCUTTA CONSTRUCTION-0.697649 Dec
Smt SOVA CHATTERJEE	CALCUTTA CONSTRUCTION-0.697649 Dec
Shri HIRAK CHATTERJEE	CALCUTTA CONSTRUCTION-0.697649 Dec
Smt SREETAMA CHATTERJEE	CALCUTTA CONSTRUCTION-0.697649 Dec
Smt MADHUJA CHATTERJEE	CALCUTTA CONSTRUCTION-0.697649 Dec
Shri SAMANYU CHATTERJEE	CALCUTTA CONSTRUCTION-0.697649 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri PRADIP KUMAR CHATTERJEE	CALCUTTA CONSTRUCTION-213.71428600 Sq Ft
2	Smt CHANDRABALI MUKHERJEE	CALCUTTA CONSTRUCTION-213.71428600 Sq Ft
3	Smt SOVA CHATTERJEE	CALCUTTA CONSTRUCTION-213.71428600 Sq Ft
4	Shri HIRAK CHATTERJEE	CALCUTTA CONSTRUCTION-213.71428600 Sq Ft
5	Smt SREETAMA CHATTERJEE	CALCUTTA CONSTRUCTION-213.71428600 Sq Ft
6	Smt MADHUJA CHATTERJEE	CALCUTTA CONSTRUCTION-213.71428600 Sq Ft
7	Shri SAMANYU CHATTERJEE	CALCUTTA CONSTRUCTION-213.71428600 Sq Ft

Endorsement For Deed Number : I - 190408666 / 2019

On 06-09-2019

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 1,10,16,755/-



Tridip Misra
 ADDITIONAL REGISTRAR OF ASSURANCE
 OFFICE OF THE A.R.A. - IV KOLKATA
 Kolkata, West Bengal

03-2019

State 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 of Indian Stamp Act 1899

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

Presented for registration at 12:27 hrs on 07-09-2019, at the Office of the A.R.A. - IV KOLKATA by Shri GOUTAM BANERJEE.

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

Execution is admitted on 07/09/2019 by 1. Shri PRADIP KUMAR CHATTERJEE, Son of Late SAMBHU NATH CHATTERJEE, 1/1/7 NEPAL BHATTACHARJEE STREET, P.O. KALIGHAT, Thana: Kalighat, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Others, 2. Smt CHANDRABALI MUKHERJEE, Wife of KUNTAL MUKHERJEE, 1/1/7 NEPAL BHATTACHARJEE STREET, Road Nepal Bhattacharjee Street, P.O. KALIGHAT, Thana: Kalighat, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife, 3. Smt SOVA CHATTERJEE, Wife of Late DILIP CHATTERJEE, 1/1/7 NEPAL BHATTERJEE STREET, P.O. KALIGHAT, Thana: Kalighat, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife, 4. Shri HIRAK CHATTERJEE, Son of Late DILIP CHATTERJEE, 1/1/7 NEPAL BHATTERJEE STREET, P.O. KALIGHAT, Thana: Kalighat, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Others, 5. Smt SREETAMA CHATTERJEE, Wife of Shri KUNTAL CHATTERJEE, 1/1/7 NEPAL BHATTCHARJEE STREET ROAD, P.O. KALIGHAT, Thana: Kalighat, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife, 6. Smt MADHUJA CHATTERJEE, Wife of Late AMITABHA CHATTERJEE, 1/1/7 NEPAL BHATTACHARJEE STREET, P.O. KALIGHAT, Thana: Kalighat, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife, 7. Shri SAMANYU CHATTERJEE, Son of Late AMITABHA CHATTERJEE, 1/1/7 NEPAL BHATTACHARJEE STREET, P.O. KALIGHAT, Thana: Kalighat, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Others

Identified by Mr A MUKHERJEE, Son of Late B MUKHERJEE, 10/3, H M M LANE, P.O: SALKIA, Thana: Golabari, Howrah, WEST BENGAL, India, PIN - 711106, by caste Hindu, by profession Business

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

Execution is admitted on 07-09-2019 by Shri GOUTAM BANERJEE, PARTNER, CALCUTTA CONSTRUCTION (Partnership Firm), 7 B NEPAL BHATTACHARJEE STREET, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Identified by Mr A MUKHERJEE, Son of Late B MUKHERJEE, 10/3, H M M LANE, P.O: SALKIA, Thana: Golabari, Howrah, WEST BENGAL, India, PIN - 711106, by caste Hindu, by profession Business

Execution is admitted on 07-09-2019 by Shri DEBOJIT CHAKRABORTY, PARTNER, CALCUTTA CONSTRUCTION (Partnership Firm), 7 B NEPAL BHATTACHARJEE STREET, P.O:- KALIGHAT, P.S:- Kalighat, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Identified by Mr A MUKHERJEE, Son of Late B MUKHERJEE, 10/3, H M M LANE, P.O: SALKIA, Thana: Golabari, Howrah, WEST BENGAL, India, PIN - 711106, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,105/- (B = Rs 25,000/-, E = Rs 21/-, I = Rs 55/-, M(a) = Rs 25/-, M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 25,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/09/2019 12:00AM with Govt. Ref. No: 192019200067565232 on 02-09-2019, Amount Rs: 25,105/-, Bank: UCO Bank (UCBA0000190), Ref. No. 030920190167514 on 03-09-2019, Head of Account 0030-03-104-001-16

ent of Stamp Duty

Amount that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100/-
Amount - Rs 20,021/-

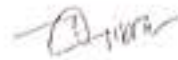
Description of Stamp

Stamp Type Impressed, Serial no 3764, Amount Rs. 100/-, Date of Purchase: 08/03/2019, Vendor name: G C Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 03/09/2019 12:00AM with Govt. Ref. No: 192019200067565232 on 02-09-2019, Amount Rs: 20,021/-,

bank: UCO Bank (UCBA0000190), Ref. No. 030920190167514 on 03-09-2019, Head of Account 0030-02-103-003-02



Tridip Misra

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 1904-2019, Page from 431867 to 431974
being No 190408666 for the year 2019.



Digitally signed by TRIDIP MISRA
Date: 2019.09.20 16:34:45 +05:30
Reason: Digital Signing of Deed.

(Tridip Misra) 20-09-2019 16:34:19
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)