

DEVELOPMENT AGREEMENT BETWEEN

OWNER – SRI PARITOSH CHATTERJEE & 5 OTHERS

A N D

DEVELOPER – M/S. TRIDENT CONSTRUCTION

DRAFTED BY :

**Mr. Kalipada Charan,
Advocate,
1171, Purba Sinthee Road (Fakir Ghosh Place),
Sagarika Apartment, Flat No. 2, Dum Dum, Kolkata – 700 030.**

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I-7742/2017



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Signature

Certified that the document is admissible to registration. The Signatures Sheet and endorsement Sheet attached to the document are the part of the document.

Additional District Sub-Registrar
 Comptore, Dum Dum, 24-Pgs. (North)

20 SEP 2017

DEVELOPMENT AGREEMENT

1. Date : 20th day of September ,2017.
2. Place : Kolkata.

52060

13 SEP 2017

Sl. No.....Date.....
 Name.....
 Add.....
 AMT.....

Kalipada Charan,
 Advocate,
 1171, Purba Sinthee Road,
 (Fakir Ghose Place),
 Sagarika Apartment, Flat No.-2,
 Dum Dum, Kolkata-700 030.

PARTIES:
 3
 2.1. (1)

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SOUMITRA CHANDRA
 Licensed Stamp Vendor
 R/2, K. S. Roy Road, Kol-1

[Handwritten signature]
 Addl. District Sub- Registrar
 Consignor Dum-Dum 24 Pgs (8)

20 SEP 2017

Identified By -
 Bismitajit Sarkar
 Law Clerk

Sl. No. Sri Balaram Sarkar
 143, Surya Sen Nagar
 Kal-74

3. **PARTIES :**

- 3.1. (1) **SRI PARITOSH CHATTERJEE** (having Pan AISPC1318H), son of Late Pratul Krishna Chatterjee, by faith - Hindu, by nationality - Indian, by occupation - Service, (2) **SRI PRANTOSH CHATTERJEE** (having Pan AIRPC6866F), son of Late Pratul Krishna Chatterjee, by faith - Hindu, by nationality - Indian, by occupation - Service, (3) **SMT. MITA CHAKRABORTY** (having Pan AXZPC4876A), wife of Sri Manajit Chakraborty and daughter of Late Pratul Krishna Chatterjee, by faith - Hindu, by nationality - Indian, by occupation - Housewife, (4) **SMT. CHHANDA CHAKRABORTY** (having Pan BGJPC4250Q), wife of Sri Asim Chakraborty and daughter of Late Pratul Krishna Chatterjee, by faith - Hindu, by nationality - Indian, by occupation - Housewife, (5) **SMT. SHILA SARKHEL** (having Pan FJEPS6416L), wife of Sri Biswanath Sarkhel and daughter of Late Pratul Krishna Chatterjee, by faith - Hindu, by nationality - Indian, by occupation - Housewife and (6) **SMT. CHABI SAHA** (having Pan FRSPS8642N), wife of Sri Laxman Saha and daughter of Late Pratul Krishna Chatterjee, by faith - Hindu, by nationality - Indian, by occupation - Housewife, all residing at Premises No. 58, R. N. Guha Road, Post Office & Police Station - Dum Dum, Kolkata - 700 028, District - North 24 Parganas, hereinafter collectively called and referred to as the "**OWNERS**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include **their** respective heirs, executors, administrators, representatives and assigns) of the **ONE PART**

A N D

- 3.2 **M/S. TRIDENT CONSTRUCTION** (having Pan AAMFT6588Q), a Partnership Firm having its registered office at Premises No. 110, Lake Town, Block - A, Second Floor, Post Office - Sreebhumi, Police Station - Lake Town, Kolkata - 700 048, District - North 24 Parganas, being represented by its Partners namely (1) **SRI TUFAN MUKHERJEE** (having Pan BAGPM4178J), son of Sri Uttam Kumar Mukherjee, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at "Gaitri Bhawan", Radha Nagar Road, Chhinnamasta Mandir, Post Office - Radhanagar Road, Police Station - Hirapur, District - Burdwan, Pin - 713 325, (2) **SRI SANJIB DAS** (having Pan ALFPD2584G), son of Sri Subodh Das, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 1, Subhash Nagar, Post Office - Sukchar, Police Station - Sodepur, Kolkata - 700 115, District - North 24 Parganas and (3) **SRI ABHISEKH MISHRA** (having Pan AOEPM0692Q), son of Sri Ashok Kumar Mishra, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at Premises No. 105/16, Girish Ghosh Road, 17 Bally, Post Office - Bally, Police Station - Howrah, District - Howrah, Pin - 711 204, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include

the said Partnership firm, the Partners for the time being, **their** respective heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

The Owners and the Developer collectively **Parties** and severally **Party**.

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** piece or parcel of a plot of homestead land hereditaments and premises containing by estimation an area of **04 (four) Cottahs** be the same a little more or less together with an old dilapidated one storied building thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 75, B. B. Bastuhara Samiti, Kolkata - 700 074 at Mouza - Dum Dum House, J. L. No. 19, R. S. No. 237, Pargana - Kalikata, Touzi No. 1070/2834 comprised in **R. S. Dag Nos. 1533 (P) & 1537 (P)** being L.O.P. No. 13 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8 in the District of North 24 Parganas particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the "**SAID PROPERTY**".

5. **Backgrounds, Representations and Warranties:**

5.1. **Owners' Representations:** The Owners **have** represented and warranted to the Developer as follows:

5.1.1. **Ownership :**

- (a) After the partition of India a large number of residents of former East Pakistan (now Bangladesh) crossed over and came to the territory of the State of West Bengal from time to time due to force of circumstances beyond their control and the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal.
- (b) A considerable number of such people were compelled by circumstances to use vacant lands in the urban areas for homestead purposes.
- (c) Smt. Chaya Rani Chatterjee, wife of Late Pratul Krishna Chatterjee was one of such person who had come to use and occupy a piece of land particularly mentioned and described in the First Schedule hereunder written.
- (d) The said Smt. Chaya Rani Chatterjee being a Refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for a plot of land for her rehabilitation.

- (e) The Government of West Bengal with the intent to rehabilitate the Refugees from East Pakistan (now Bangladesh) acquired land comprised in R. S. Dag Nos. 1533 (P) & 1537 (P) at Mouza - Dum Dum House under the Police Station of Dum Dum in the District of North 24-Parganas in the Urban area of Barrackpore under the provisions of L.D.P. Act, 1948/L.A. Act. I of 1894 including the plot under in occupation of the said Smt. Chaya Rani Chatterjee.
- (f) It had been decided by the Government to make a gift of the said plot of land in favour of the said Smt. Chaya Rani Chatterjee so as to confer absolute right, title and interest in the said land where she had been residing peacefully for a long time more particularly mentioned and described in the First Schedule hereunder written.
- (g) By virtue of a Deed of Gift dated 5th day of October, 2004 duly registered in the office of the Additional District Sub-Registrar at Barasat, North 24-Parganas in Book No. I, Volume No. I, Pages 433 to 436, Being No. 109 for the year 2004, the Governor of the State of West Bengal granted and transferred unto the said Smt. Chaya Rani Chatterjee ALL THAT piece or parcel of the said plot of homestead land hereditaments and premises containing by estimation an area of 04 (four) Cottahs be the same a little more or less including all easement rights and appurtenances thereto lying situate at Mouza - Dum Dum House, J. L. No. 19, R. S. No. 237, Pargana - Kalikata, Touzi No. 1070/2834 comprised in R. S. Dag Nos. 1533 (P) & 1537 (P) being L.O.P. No. 13 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in the District of North 24 Parganas particularly mentioned and described in the Schedule thereunder written on such terms and conditions as contained therein.
- (h) After acquiring the said plot of homestead land the said Smt. Chaya Rani Chatterjee mutated her name in respect thereof in the records of the South Dum Dum Municipality and upon mutation the said Municipal Authority assessed the said plot of land as Municipal Holding No. 75, B. B. Bastuhara Samity, Kolkata - 700 074 and thereafter she made and/or constructed one storied building thereon at her own costs and expenses and was enjoying the same as the absolute Owner thereof upon payment of municipal taxes to the South Dum Dum Municipality free from all encumbrances whatsoever.
- (i) While remained in absolute possession and enjoyment thereof the said homestead land hereditaments and premises togetherwith the building thereon the said Chaya Rani Chatterjee died intestate on **27.09.2009** leaving behind her surviving two sons and four daughters namely Sri Paritosh Chatterjee, Sri Prantosh Chatterjee, Smt. Mita Chakraborty, Smt. Chhanda Chakraborty, Smt. Shila Sarkhel and Smt. Chabi Saha as her only legal heirs and successors and accordingly upon the demise of the said Chaya Rani Chatterjee the said land left by her devolved upon her said legal heirs and successors to the extent of undivided equal share each in accordance with the Hindu Succession Act, 1956 and subsequently

mutated their names in respect thereof in the records of the South Dum Dum Municipality and upon mutation the said Municipal Authority reassessed the said plot of land as Municipal Holding No. 75, B. B. Bastuhara Samity, Kolkata - 700 074 under **Holding ID : 34366**.

- (j) By virtue of the said inheritance the **Owners herein** the said Sri Paritosh Chatterjee, Sri Prantosh Chatterjee, Smt. Mita Chakraborty, Smt. Chhanda Chakraborty, Smt. Shila Sarkhel and Smt. Chabi Saha thus became the absolute owners to the extent of undivided equal share each and jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of the said plot of homestead land hereditaments and premises containing by estimation an area of **04 (four) Cottahs** be the same a little more or less togetherwith an old dilapidated one storied building thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 75, B. B. Bastuhara Samiti, Kolkata - 700 074 at Mouza - Dum Dum House, J. L. No. 19, R. S. No. 237, Pargana - Kalikata, Touzi No. 1070/2834 comprised in **R. S. Dag Nos. 1533 (P) & 1537 (P)** being L.O.P. No. 13 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8 in the District of North 24 Parganas particularly mentioned and described in the **First Schedule** hereunder written and hereinafter referred to as the **"SAID PROPERTY"** free from all encumbrances whatsoever.

- 5.1.2. **Absolute Entitlement** : In the manner stated above, the Owners herein became the sole and absolute Owners of the said Property. No person or persons other than the Owners herein have any right, title and/or interest of any nature whatsoever in the said Property or any part thereof.
- 5.1.3. **Non Encumbrances** : The right, title and interest of the Owners in the said Property is free from all encumbrances whatsoever and **they have** a good and marketable title thereto.
- 5.1.4. **No Requisition, Acquisition and Attachment** : The Owners confirm that the said Property 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 no notice or intimation about any such proceedings **have** been received or come to the notice of the Owners and neither the said Property 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.
- 5.1.5. **No Litigation** : The Owners confirm that there are no suits and/or proceedings and/or litigations pending in respect of the said Property or any part thereof.
- 5.1.6. **Absolute Possession** : the said Property and every part thereof is in khas, vacant, peaceful and absolute possession of the Owners herein.

- 5.2. **Decision to Develop** : The Owners herein jointly have decided to develop the said Property and construction of a multi storied building thereon together with various common service areas, amenities and facilities to be appended thereto the said proposed building through the Developer herein.
- 5.3. **Background of the 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 herein jointly have approached the Developer and made the above representations and have requested the Developer to take up the development of the said Property.
- 5.5. **Reliance on Representations** : Relying on the representations of the Owners, the Developer herein **has** agreed to develop and commercially exploit the said Property by constructing the said proposed building consisting of several Flats/Units/Car Parking Spaces/Shops and/or other areas or spaces thereon together with various common service areas, amenities and facilities to be appended thereto the said building in accordance with the Plan to be sanctioned from the **South Dum Dum Municipality** and/or any other concerned authority or authorities.
- 5.6. **Negotiations** : Discussions and negotiations have taken place between the Parties and the terms and conditions have been agreed upon, which the Parties are desirous of recording hereunder.
6. **Appointment and Commencement** :
- 6.1. **Appointment and Acceptance** : The Owners do and each of them doth hereby appoint the Developer as the Developer of the said Property and the Developer doth hereby accept such appointment. By virtue of such appointment, the Owners do and each of them doth hereby grant and assign, subject to what have been hereunder provided, exclusive right to the Developer to build upon and exploit commercially the said Property by constructing of the said building and 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 is completed in all respects 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, undisputed possession of a total covered area of **2200 Sq.ft.** more or less on the **Ground Floor, First Floor** and **Second Floor** which includes **600 Sq.ft.** on the **Ground**

Floor, 1000 Sq.ft. on the First Floor and 600 Sq.ft. on the Second Floor in habitable condition and according to the Plan (**Owners' Allocation**) which includes other spaces or areas comprised of the said building. It is clarified that the Owners' Allocation shall include proportionate undivided, impartible and indivisible share in the common areas, amenities and facilities made available in the said building such as paths, passages, stairway, electric meter room, pump room, over head water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said building and further the Developer will pay the sum of **Rs. 25,00,000/- (Rupees Twenty Five Lac)** only as a forfeiture money to the Owners herein as follows :-

- (a) **Rs. 6,00,000/- (Rupees Six Lac)** only will be paid within one month from the date of execution and registration of the Development Agreement and Development Power of Attorney unto and in favour of the Developer herein.
- (b) The balance amount of **Rs. 19,00,000/- (Rupees Nineteen Lac)** only will be paid by **4 (four)** equal instalments at the time of Ground Floor, First Floor, Second Floor and Third Floor roof casting of the said proposed building particularly mentioned and described in the **Second Schedule** hereunder written.

7.2 **Original Documents** : The Original Documents in respect of the said Property shall be handed over by the Owners to the custody of the Developer at the time of execution of this Development Agreement who shall retain the same in part performance of this Agreement.

8. **Developer's Consideration :**

8.1. **Developer's Allocation** : The Developer shall be fully and completely entitled to get the balance constructed area of the said proposed building comprised of the said Property after allocating the Owners' areas as per **Clause No. 7.1** stated above and other common areas comprising of the said building and open spaces of the said Property (**Developer's Allocation**). It is clarified that the Developer's Allocation shall include the proportionate undivided, impartible and indivisible balance share in (1) the Common Portions and/or areas and (2) the land contained in the said Property particularly mentioned and described in the **Third Schedule** hereunder written.

9. **Possession :**

9.1. **Full Possession** : The Owners shall make over khas and vacant possession of the entirety of the said Property within **one month** from the date of execution and registration of the Development Agreement and Development Power of Attorney to the Developer herein in part performance of this Agreement. The Developer shall have the right to

remain in possession for doing the various acts necessary for fulfilment of this Development Agreement.

10. **Powers and Authorities :**

10.1. Development Power of Attorney: The Owners will be liable to grant to the Developer and/or his nominees a Development Power of Attorney for sanction of the Building Plan/Additional/Revised/Modified Plan/application for Completion Certificate from the **South Dum Dum Municipality** and/or other authorities and construction of the said building, booking and sale of the Developer's Allocation and all matters ancillary thereto.

10.2 **Further Acts :** Notwithstanding grant of the aforesaid Development Power of Attorney, the Owners do and each of them doth hereby undertake that **they** will execute, as and when necessary, further powers and authorities and all papers, documents, plans etc. for the purpose of development of the said Property.

11. **Construction of the Building :**

11.1. **Construction of the Building :** The Developer shall, at **its** own costs and without creating any financial or other liability on the Owners, construct, erect and complete the said building in accordance with the building plan to be sanctioned and as per the agreed specifications particularly mentioned and described in the Fourth Schedule hereunder written and as may be recommended by the Architect from time to time. The decision of the Architect regarding the quality of materials and workmanship 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 will bear no responsibility in this context.

11.2. **Construction Time :** Subject to the Owners meeting all **their** obligations under this Agreement and force majeure, the Developer shall construct, complete and finish the said proposed building on the said Property within a period of **24 (twenty four) months** from the date of receipt of the sanctioned Building Plan from the **South Dum Dum Municipality** and/or any other concerned authority or authorities and/or after getting peaceful vacant possession of the said Property whichever is later with a maximum extension period of **6 (six) months** only.

11.3. **Utilities :** The Developer shall at **its** own cost, install and erect the said building with pumps, overhead reservoirs, temporary electric connections until permanent electric connections are obtained and sewerage connections, the prospective Purchasers (collectively **Transferees**) of the apartments/spaces in the said building shall pay the deposits and other charges levied by **C.E.S.C. Ltd.** The Owners shall also pay the charges levied by **C.E.S.C. Ltd.** after handing over the Owners'

Allocation. Similarly, the Transferees and Owners shall bear proportionate costs and charges for generator, transformer, filter water plant etc. if required and which shall be paid to the Developer on demand.

- 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 said 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 and drainage/sewerage.
- 11.6. **Modification** : Any amendment or modification in the plan may be made or caused to be made by the Developer within the permissible limits of the **South Dum Dum Municipality** and/or any other concerned Authority or Authorities Rules **provided however** no alteration or modification shall be made in the 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 the Developer is obstructed or prevented from constructing and completing the said proposed building.
12. **Dealing with Units in the said building :**
 - 12.1. **Owners' Allocation** : Subject to the provisions of **Clause No. 7.1** above, the Owners shall be exclusively entitled to the Owners' Allocation and shall be entitled to transfer or otherwise deal with the Owners' Allocation in any manner the Owners deem appropriate without any right, claim or interest therein whatsoever of the Developer and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Owners' Allocation. It is however understood that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owners' Allocation shall be subject to the provisions of this Agreement and the Developer shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Owners' Allocation but subject to provisions of **Clause No. 7.1** of this Agreement.
 - 12.2. **Developer's Allocation** : The Developer shall be exclusively entitled to the Developer's Allocation and shall be entitled to transfer or otherwise deal with the Developer's Allocation in any manner the Developer deems appropriate without any right, claim, or interest therein whatsoever of the Owners and the Owners shall not in any way interfere with or disturb the sale/transfer and 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. However, any transfer of any part of the Developer's Allocation shall be subject to the provisions of this Agreement and the Owner shall not in any way interfere with or disturb the sale/transfer and quiet and peaceful possession of the Developer's Allocation but subject to provisions of **Clause No. 8.1** of this Agreement.

- 12.3. **Transfer of Developer's Allocation** : In consideration of the Developer constructing and handing over the Owners' Allocation to the Owner, the Owners shall execute the Deed or Deeds of Conveyance of the undivided share in the land in favour of the Transferees as be attributable to the Developer's Allocation in such parts as shall be required by the Developer. Such execution of Conveyances at the option of the Developer may be done by the Developer by exercising the powers and authorities granted under the Development Power of Attorney or by the Owners directly.
- 12.4. **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.
- 12.5. **Common Documentation** : The Owners and the Developer shall adopt common format of documentation for transfer of the Units. The Common Portions, Common Restrictions and all other matters of common interest, shall be uniformly adopted in the documentation.
13. **South Dum Dum Municipality Taxes and Outgoings** :
- 13.1. **Relating to Period prior to sanction of Plan** : All municipal rates, taxes and other outgoings on the said Property relating to the period prior to sanction of plan shall be borne, paid and discharged by the Owners only and in this regards the Developer shall have no liabilities in any manner whatsoever.
- 13.2. **Relating to Period After Sanction of Plan** : As and from the date of sanction of the Plan, the Developer shall be liable for municipal rates, taxes and other outgoings in respect of the said Property or any part thereof till such time the possession of the Owners' Allocation is given to the Owners and possession of the Units are given to the Transferees, who shall, respectively, from the date of such possession, become liable and responsible for municipal rates and taxes and all other outgoings.
14. **Possession and Post Completion Maintenance** :
- 14.1. **Notice of Completion** : As soon as the said building is completed (as certified by the Architect) the Developer shall give a written notice to the Owners requiring the Owners to take possession of the Owners' Allocation or part thereof 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 and all liabilities with regard to payment

of municipal taxes and other outgoings as mentioned in **Clause No. 14.2** below shall commence.

- 14.2. **Possession Date and Rates** : On and from such date of taking physical possession or deemed possession as afore stated (**Possession Date**), the Owners shall be exclusively responsible for payment of all municipal rates and taxes and other 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 said Property/building, the same shall be apportioned on pro-rata basis with reference to the total area of the said building. The Transferees shall be 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 shall frame a scheme for the management and administration of the said building. The Owners hereby agree to abide by all the rules and regulations to be framed by the Developer and the Transferees (**Association**), which shall be in charge of such management of the affairs of the said building.
- 14.5. **Maintenance Charge** : The Owners and/or transferees will be liable to pay to the Developer, the costs and service charges for such management and maintenance (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the said 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.
- 14.6. **Failure to pay Maintenance Charge** : If 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** if demand in this behalf, the defaulter shall be liable to pay interest on the amount outstanding **@ 1.50% (one and half percent)** per month from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.

15. **Common Restrictions :**

- 15.1. **Applicable to Both** : The Owners' Allocation and the Developer's Allocation in the said building shall be subject to the same restrictions as are applicable to the Ownership building intended for common benefit of all occupiers of the said building, which shall include the following :
- 15.1.1. **No Illegal Activity** : No Transferees/Co-Owners /Occupants of the said building shall use or permit to be used their Units or any portion thereof for any commercial purpose or for carrying on any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the said Building.
- 15.1.2. **No Demolition** : No Transferees/Co-Owners/Occupants of the said building shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of the Developer and/or the 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, and the proposed transferees give a written undertaking to the effect that such transferees shall remain bound by the terms and conditions of these presents and further that such transferees shall pay all and whatsoever shall be payable in relation to the concerned Unit or other spaces.
- 15.1.4. **Compliance with Rules** : The Owners and the Transferees shall abide by all laws, bye-laws, rules and regulations 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, other fittings and fixtures, appurtenances, floor and ceiling etc. in each of their respective Units/other spaces in good working condition and repair and in particular so as not to cause any damage to the said building or any other space or accommodations therein and shall keep the other occupiers of the said 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 said building or any part thereof and shall keep the other occupiers of the said 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 lobbies, staircases, corridors or at other places of

common use and enjoyment in the said building and no hindrance shall be caused in any manner in the free movement and use of the lobbies, staircase, corridors and other places for common use and enjoyment in the said 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 said building or in the compound, corridors or any other portion or portions of the said 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, lightening and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the Owners and the Transferees shall permit the Developer/ Association, with or without workmen, at all reasonable time, to enter into and upon the Owners' Allocation and the Transferees Units and every part thereof.
16. **Owners' Obligations** : The Owners do and each of them doth hereby covenant with the Developer as follows :-
- 16.1. **No Obstruction in Dealing with Developer's Allocation** : 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** : Not to cause any interference or hindrance in the construction of the said building or any part thereof.
- 16.3. **No Alteration of Structure** : Not to demand or cause any alterations to be made in the sanctioned Plan and structure of any building. However, it is clarified that all costs and charges for any addition in the specifications made by the Developer at the request of the Owners shall be borne by the Owners.
- 16.4. **No Dealing with the Property** : Not to let-out, grant lease, mortgage and/or charge the said Property or any portions thereof without the consent in writing of the Developer.
- 16.5. **Fulfilling Obligations** : To sign and join all and every deeds, documents and papers which are required for the development of the said Property and/or sale of the Developer's Allocation.
- 16.6. **Marketable Title**: The Owners **have** a clear and marketable title to the said Property and every part thereof.

17. **Developer's Obligations:**

- 17.1. **Time of Completion:** The Developer hereby agrees and covenants with the Owners that subject to the Owners meeting all **their** obligations including those mentioned in the various sub-clauses of **Clause No. 16** above and subject further to Force Majeure (defined below) and reasons beyond the control of the Developer, the Developer shall complete the construction of the said proposed Building within **24 (twenty four) months** from the date of receipt of the sanctioned Building Plan from the **South Dum Dum Municipality** and/or any other concerned authority or authorities and/or after getting peaceful vacant possession of the said Property whichever is later with a maximum extension period of **6 (six) months (stipulated period)** only.
- 17.2. **Completion Certificate:** The Developer shall be liable to apply for and obtain Completion Certificate on completion of construction of the said Building, as be deemed expedient by the Developer. Be it also noted that, during taking the Completion Certificate if the **South Dum Dum Municipality or any authority** imposes any Additional Development Charge or other charge, then the Owners and the Developer both will pay it in their respective ratio.
- 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 said 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. **Amalgamation** : The Developer will be entitled to amalgamate the said Property with any other adjacent properties at **its** own costs and expenses with due process of law.
- 17.6. **Shifting of the Owners:** The Developer hereby agrees and covenants with the Owners that the shifting of the **two Owners** will be provided by the Developer herein till the date of handing over the Owners' Allocation.
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 do and each of them doth hereby indemnify and agree to keep indemnified the Developer and the Transferees in this regard.
- 18.2. **Developer's Allocation:** The Owners 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 do and each of them doth hereby indemnify and agree to keep indemnified the Developer herein.

19. **Developer's Indemnity :**

19.1. **Third Party Claims** : The Developer hereby undertakes to keep the Owners indemnified against all Third Party claims and actions, suits, costs and proceedings arising out of any act of omission or commission on the part of the Developer in relation to the construction of the said building and/or for any defect therein or development of the said Property. The Developer first shall handover the Owners allocated portion to the Owners and thereafter the possession of the Third Party will be handedover and registered.

20. **Miscellaneous:**

20.1. **No Partnership:** The Owners and the Developer have entered into this Agreement purely as a contract basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

20.2. **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted construction of the said 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 will 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, Sales 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, Sales 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. But be it noted and cleared, that, as per prevailing law, the Owners **are** bound to pay the **GST** if applicable, in respect of the Owners' Allocation just after execution of this

Development Agreement to the Developer if the Owners next any delay for paying it to the Developer then the Owners will be completely liable for the interest, penalty or any further proceedings.

21. **Defaults:**

21.1. **Of Developer:** In the event of the Developer fails and/or neglects to perform any of **its** obligations under this Agreement, the Owners shall be entitled to all losses and damages suffered by the Owners for such non-performance of the Developer.

21.2. **Of Owners:** In the event of the Owners fail and/or neglect to perform any of **their** obligations under this Agreement, the Developer shall be entitled to all losses and damages suffered by the Developer for such non-performance of the Owners.

21.3. **Demolition :** The Developer will solely be entitled to appropriate the total sale proceeds of the **rubbish** and **debris** and other broken materials which will be available and/or collected upon demolition of the existing building and/or structure thereon on the said Property.

22. **Force Majeure:**

22.1. **Meaning of:** Force Majeure shall mean rain, flood, earthquake, riot, war, storm, tempest, civil commotion, strike, decision of authority 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. **Assignment:** The Developer shall have exclusive power to assign **its** every right, title and interest in respect of the said Property to be created under this Development Agreement to any Third Party on any terms, conditions and considerations without consent of the Owners herein.

24. **Arbitration:**

24.1. **Arbitral Tribunal:** Disputes arising out of this Agreement shall be referred to the sole arbitration of such person as be mutually decided (Sole Arbitrator) 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 (collectively Arbitral Tribunal), being a reference within the meaning of the Arbitration And Conciliation Act, 1996.

24.2. **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.

25. **Jurisdiction:**

25.1. **District Judge:** In connection with the aforesaid arbitration proceedings, only the District Judge having territorial jurisdiction over the said Property shall have the right to receive, entertain, try and determine all actions and proceedings.

26. **Name of the building:**

26.1. The name of the said proposed building will be christened by the Developer herein only at **its** sole discretion.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PROPERTY)

ALL THAT piece or parcel of a plot of homestead land hereditaments and premises containing by estimation an area of **04 (four) Cottahs** be the same a little more or less togetherwith a **cemented flooring** old dilapidated one storied building thereon measuring a covered area of **1500 Sq.ft.** thereon including all easement rights and appurtenances thereto lying situate at and being Municipal Holding No. 75, B. B. Bastuhara Samiti, Kolkata - 700 074 at Mouza - Dum Dum House, J. L. No. 19, R. S. No. 237, Pargana - Kalikata, Touzi No. 1070/2834 comprised in **R. S. Dag Nos. 1533 (P) & 1537 (P)** being L.O.P. No. 13 under the Police Station of Dum Dum within the limits of South Dum Dum Municipality in Ward No. 8, Additional District Sub-Registration office at Cossipore Dum Dum in the District of North 24 Parganas and butted and bounded in the manner as follows :-

ON THE NORTH : By L.O.P. No. 14;

ON THE SOUTH : By Road;

ON THE EAST : By L.O.P. No. 15;

ON THE WEST : By L.O.P. No. 14B.

THE SECOND SCHEDULE ABOVE REFERRED TO
(THE OWNERS' ALLOCATION)

The Developer shall, at **its** own costs and expenses, construct, finish, complete and deliver to the Owners, undisputed possession of a total covered area of **2200 Sq.ft.** more or less on the **Ground Floor, First Floor and Second Floor** which includes **600 Sq.ft.** on the **Ground Floor, 1000 Sq.ft.** on the **First Floor** and **600 Sq.ft.** on the **Second Floor** in habitable condition and according to the Plan (**Owners' Allocation**) which includes other spaces or areas comprised of the said building. It is clarified that the Owners' Allocation shall include proportionate undivided, impartible and indivisible share in the common areas, amenities and facilities made available in the said building such as paths, passages, stairway, electric meter room, pump

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room, over head water tank, water pump and motor, drainage connections, sewerage connections and other facilities to be required for establishment, enjoyment, maintenance and management of the said building and further the Developer will pay the sum of **Rs. 25,00,000/- (Rupees Twenty Five Lac)** only as a forfeiture money to the Owners herein as follows :-

- (a) **Rs. 6,00,000/- (Rupees Six Lac)** only will be paid within one month from the date of execution and registration of the Development Agreement and Development Power of Attorney unto and in favour of the Developer herein.
- (b) The balance amount of **Rs. 19,00,000/- (Rupees Nineteen Lac)** only will be paid by **4 (four)** equal instalments at the time of Ground Floor, First Floor, Second Floor and Third Floor roof casting of the said proposed building.

THE THIRD SCHEDULE ABOVE REFERRED TO
(THE DEVELOPER'S ALLOCATION)

The Developer shall be fully and completely entitled to get the balance of the constructed area of the said proposed building comprised of the said Property after allocating the Owners' areas as per **Clause No. 7.1** stated above and other common areas comprising of the said building and open spaces of the said Property (**Developer's Allocation**). It is clarified that the Developer's Allocation shall include the proportionate undivided, impartible and indivisible balance share in (1) the Common Portions and/or areas and (2) the land contained in the said Property.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(SPECIFICATION FOR CONSTRUCTION)

CONCRETE :

R.C.C. works of Beams, Slabs, Lintels, Chajjas etc. will be done in (1:1/2:3)
Water proofing and roof treatment will be provided at the time of finish.

PLASTERING :

- a) 12mm thick inside plaster with sand and cement mortar in (6:1) ratio
- b) 19mm thick outside plaster with sand and cement mortar in (4:1) ratio

FLOORING :

- a) Marble with Skirting.
- b) Side wall of Toilet will be finished with glazed tiles 5' ft. height.
- c) Coloured Glazed Tiles to be fixed on wall of kitchen height upto 2' ft. from cooking slab (Black Stone).

STAIRCASE :

Stair will be finished with Marble

WINDOWS :

Aluminium sliding window with outside grill.

BRICK WORKS :

- a) 5" thickness brickwork will be done outside wall.
- b) 3" thick inside partition walls and 5" thick partition between the Units.

SANITARY & WATER SUPPLY :

- a) Municipal Tap Water Line.
- b) P.V.C. Pipes for external line.
- c) Overhead reservoir will be R.C.C.
- d) P.V.C. Rain water pipe for water disposal
- e) Concealed pipe line will be used for Toilet and kitchen.
- f) Porcelain white pan for Toilet.

DOOR :

Door Frames will be of best quality Sal wood. All internal doors will be Flush type and Main Door will be designed flush door.

PAINTING :

Outside wall of the building will be colour painting and inside walls of all flats will be wall putty.

ELECTRIFICATION:

- a) Concealed wiring,
- b) 2 (two) light points, 1 (one) Fan point and 5 Amp. Plug point in each Be Room.
- c) 2 (two) Light points, 1 (one) Fan Point, 1 (one) 5 Amp. Point, One Television Point and 1 (one) Frize point at Drawing/Living Room.
- d) 1 (One) Calling Bell Point at Main Door.
- e) 1 (one) Light point, one 5 Amp. Plug and One Chimney/Exhaust Fan point at kitchen.
- f) One Light Point and One Exhaust Fan Point in Toilet.
- g) One Light Point in the Balcony.

LIFT:

A lift of a reputed company will be provided.

EXTRA WORKS:

The Purchaser(s) herein of the said Flat will be liable to pay the cost of extra work to the Developer if any extra work is to be done by her/him/them in the said Flat.

27. **Execution and Delivery :**

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

SIGNED, SEALED AND DELIVERED

by the Owners at Kolkata
in the presence of :-

1. *Abhijit Hazra*
799, Block A, Lakshmi, Kolkata-89

2. *Biswanjit Sarkar*
Lalit Chakraborty
143, Surya Sen Nagar
Kolkata-74

- 1) *Paritosh Chatterjee*
- 2) *Prantosh Chatterjee*
- 3) *Mithu Chatterjee*
- 4) *Chhanda Chatterjee*
- 5) *मील सुंदर (मि)*
- 6) *नरेश*

SIGNED, SEALED AND DELIVERED

by the Developer at Kolkata
in the presence of :-

1. *Abhijit Hazra*

2. *Biswanjit Sarkar*
Lalit Chakraborty

Signature of the Owners

TRIDENT CONSTRUCTION
Sujan Mukherjee
Partner

TRIDENT CONSTRUCTION
Ganjab Das
Partner

TRIDENT CONSTRUCTION
Dr. H. H. H.
Partner

Signature of the Developer

Drafted by :-

Kalipada Charan
(Kalipada Charan),
Advocate,
Erl. No. WB/881/86,
1171, Purba Sinthee Road,
(Fakir Ghosh Place),
Sagarika Apartment,
Flat No. 2, Dum Dum,
Kolkata - 700 030,
(Sealdah Court).

TEN FINGER PRINT

Pariash Chatterjee



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

Pranab Chatterjee



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

Meeta



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

TEN FINGER PRINT

Chanda Chakraborty



Little Ring Middle Fore Thumb

Left Hand



Thumb Fore Middle Ring Little

Right Hand

Shilpa Chakraborty



Little Ring Middle Fore Thumb

Left Hand



Thumb Fore Middle Ring Little

Right Hand

Shilpa



Little Ring Middle Fore Thumb

Left Hand



Thumb Fore Middle Ring Little

Right Hand

TEN FINGER PRINT



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



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



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

आयकर विभाग
INCOME TAX DEPARTMENT

15/12/1967

भारत सरकार
GOVT. OF INDIA

PARITOSH CHATTERJEE
PRATUL CHATTERJEE

15/12/1967

Permanent Account Number

AISPC1318H

हस्ताक्षर

Signature



Paritosh Chatterjee

In case this card is lost / found, kindly inform / return to :

Income Tax PAN Services Unit, UTTEI,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पैने या सुरक्षा गुंथित हो/खोने पर :
आयकर सेवा गुंथक इकाई, ए.टी.टी.ई.,
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई - 400 614.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PRANTOSH CHATTERJEE

PROTUL CHATTERJEE

12/01/1968

Permanent Account Number

AIRPC6866F

Prantosh Chatterjee
Signature



13/12/2017

Prantosh Chatterjee

आयकर विभाग / Income Tax Department - भारत
एम्बर के वरिष्ठ, ए-10 डी ब्लॉक
एनटी सीटी, एम्बर रोड, एम्बर सिटी-20,
एन.ए. रोड, नया राई, मुंबई - 400 015

If file card is lost, someone's name is found,
please inform / सूचना के

Income Tax PAN Service Unit, NSU
1st Floor, Times Tower,
Kurla Mills Compound,
A. B. Mang. Lane, Parel, Mumbai - 400 015

Tel: 91 22 2499 4850, Fax: 91 22 249 1864,
e-mail: taxinfo@ndf.co.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MITA CHAKRABORTY

PRATUL CHATTERJEE

06/08/1957

Permanent Account Number

AXZPC4876A

Mita Chakraborty

Signature



Mita Chakraborty

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

CHHANDA CHAKRABORTY

PUTUL CHATTERJEE

19/05/1976

Permanent Account Number

BGJPC4250Q

Chhanda Chakraborty

Signature



Chhanda Chakraborty

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SHILA SARKHEL

PRATUL CHATTERJEE

02/03/1965

Permanent Account Number

FJEPS6416L

Signature



18/12/2018

श्रीमती शिल्पा सरखेल

युक्त कार्ड के खोले/खोले गए प्रसार सुविधा न/लेखक:
अन्वयक के कार्ड प्रसार, एन एस डी यू
5 वीं मंजिल, मन्मथ भवन,
प्लॉट नं. 341, खर्च नं. 997/8,
मोडल कॉम्प्लेक्स, नया देवी बंगला चौक,
पुणे - 411 016.

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

Income Tax PAN Services Unit, NSDL,
5th Floor, Manmohan Building,
Plot No. 341, Survey No. 997/8,
Model Complex, Near Devi Bangaloo Chowk,
Pune - 411 016.

Tel: 98000 721 8081

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

CHABI SAHA
PRATUL CHATTERJEE
26/04/1966



Permanent Account Number
FRSPS8642N



हस्ताक्षर

Signature

हस्ताक्षर

In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTIISI,
Plot No. 3, Sector 11, CBD Colapuri,
New Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/वापस करें :
आयकर पैन सेवाएँ इकाई, UTIISI,
प्लॉट नं. 3, सेक्टर 11, सीडीबी कोलापुरी,
नई मुंबई-400 614.

Your PAN Card Application Status

Application Coupon number	U - 621221280
Application Type	For new PAN Card (Form 47A) as a Resident Indian
Applicant Name	TRIDENT CONSTRUCTION
Status	YOUR APPLICATION IS PROCESSED SUCCESSFULLY PAN AAMFT580Q CARD DISPATCHED THROUGH SPEED POST VIDE CONSIGNMENT NO EW548228961N ON 28/07/2017.
Region	EASTERN REGION

[Back](#)

Designed by: UTTISL

TRIDENT CONSTRUCTION

Tufan Meekherjee
Partner

TRIDENT CONSTRUCTION

Sanjib Das
Partner

TRIDENT CONSTRUCTION

Arundhathi
Partner



Tufan Mukherjee

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ABHISEKH MISHRA
ASHOK KUMAR MISHRA

11/09/1982

Panama Account Number
AOEPM0692Q

Abhisekh Mishra
Signature



Abhisekh Mishra

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SANJIB DAS
SUBOOH DAS

15/05/1975

Financial Account Number

ALFPD2584G

241
9
P.L. 1987



Sanjib Das
Signature



ALL INDIA WOMEN'S PROGRESSIVE LAW OFFICERS
AND IN-PERSON COUNSEL ASSOCIATION
GROUND FLOOR SEALDAH COURT COMPLEX
1, Beliaghata Road, Kolkata - 700 014

IDENTITY CARD

NAME : BISWAJIT SARKAR
S/D/W OF : BALARAM SARKAR
ADDRESS : 143, SURYA SEN NAGAR
SOUTH DUM DUM (M),
MOTJHEEL, 34 PGS WEST
BENGAL, KOLKATA- 700074
DATE OF BIRTH : 31.11.1991
EC NO. : 10E
WORKING PLACE : SEALDAH CRIMINAL COURT
DATE OF ISSUE : 01/01/2016



[Signature]
Signature of the Chairman

Biswajit Sarkar

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

BRN: 19-201718-008084015-1

Payment Mode Online Payment

GRN Date: 20/09/2017 09:43:39

Bank : ICICI Bank

BRN : 1295882285

BRN Date: 20/09/2017 09:45:06

DEPOSITOR'S DETAILS

Id No. : 15060001327154/1/2017
(Query No./Query Year)

Name : Abhisekh Mishra

Contact No. :

Mobile No. : +91 9674441936

E-mail : mishraab@gmail.com

Address : 110 2nd Floor Block A Lake Town

Applicant Name : Shri KALIPADA CHARAN

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	15060001327154/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	6920
2	15060001327154/1/2017	Property Registration- Registration Fees	0030-03-104-001-16	21

Total

6941

In Words : Rupees Six Thousand Nine Hundred Forty One only

Major Information of the Deed

Deed No :	I-1506-07742/2017	Date of Registration	20/09/2017
Query No / Year	1506-0001327154/2017	Office where deed is registered	
Query Date	18/09/2017 9:45:29 PM	A.D.S.R. COSSIPORE DUMDUM, District: North 24-Parganas	
Applicant Name, Address & Other Details	KALIPADA CHARAN 1171, Purba Sinthee Road, Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL, PIN - 700030, Mobile No. : 9831263617, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property. Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 51,25,002/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,020/- (Article 48(g))	Rs. 21/- (Article E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S:- Dum Dum, Municipality: SOUTH DUM DUM, Road: Bahiragata Bharatiya Bastuhara Samiti, Mouza: Dumdum House, Ward No: 8, Holding No: 75



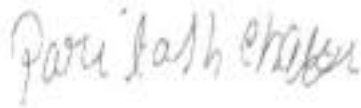





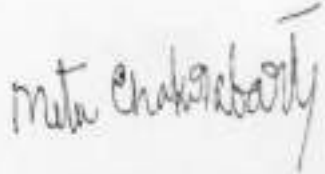
Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1533	RS-13	Bastu	Bastu	2 Katha	1/-	20,00,001/-	Property is on Road Adjacent to Metal Road.
L2	RS-1537	RS-13	Bastu	Bastu	2 Katha	1/-	20,00,001/-	Property is on Road Adjacent to Metal Road.
TOTAL :					6.6Dec	2 /-	40,00,002 /-	
Grand Total :					6.6Dec	2 /-	40,00,002 /-	









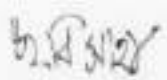
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	1500 Sq Ft.	1/-	11,25,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1500 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1500 sq ft	1 /-	11,25,000 /-	

Lord Details :

Name, Address, Photo, Finger print and Signature

No	Name	Photo	Fingerprint	Signature
1	<p>Shri PARITOSH CHATTERJEE Son of Late Pratul Krishna Chatterjee Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office</p>	 20/09/2017	 LTI 20/09/2017	 20/09/2017
<p>58, R. N. Guha Road, P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AIRSPC1318H, Status :Individual, Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office</p>				
2	<p>Shri PRANTOSH CHATTERJEE Son of Late Pratul Krishna Chatterjee Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office</p>	 20/09/2017	 LTI 20/09/2017	 20/09/2017
<p>58, R. N. Guha Road, P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: AIRPC6866F, Status :Individual, Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office</p>				
3	<p>Smt MITA CHAKRABORTY Wife of Shri Manajit Chakraborty And Daughter Of Late Pratul Krishna Chatterjee Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office</p>	 20/09/2017	 LTI 20/09/2017	 20/09/2017
<p>58, R. N. Guha Road, P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AXZPC4876A, Status :Individual, Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office</p>				










Name	Photo	Fingerprint	Signature
Smt CHHANDA CHAKRABORTY Wife of Shri Asim Chakraborty AnddaughterofLatePratulKri shnaChatterjee Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office	 20/09/2017	 LTI 20/09/2017	 20/09/2017
58, R. N. Guha Road, P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BGJPC4250Q, Status :Individual, Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office			
Name	Photo	Fingerprint	Signature
Smt SHILA SARKHEL Wife of Shri Biswanath Sarkhel AnddaughterofLatePratulKri shnaChatterjee Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office	 20/09/2017	 LTI 20/09/2017	 20/09/2017
58, R. N. Guha Road, P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: FJEPS6416L, Status :Individual, Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office			
Name	Photo	Fingerprint	Signature
Smt CHABI SAHA Wife of Shri Laxman Saha AnddaughterofLatePratulKri shnaChatterjee Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office	 20/09/2017	 LTI 20/09/2017	 20/09/2017
58, R. N. Guha Road, P.O:- Dum Dum, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: FRSPS8642N, Status :Individual, Executed by: Self, Date of Execution: 20/09/2017 , Admitted by: Self, Date of Admission: 20/09/2017 ,Place : Office			

Developer Details :

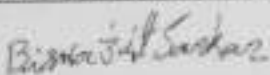
Sl No	Name,Address,Photo,Finger print and Signature
1	M/S. TRIDENT CONSTRUCTION 110, Lake Town, Second Floor, Block/Sector: A, P.O - Sreebhumi, P.S:- Lake Town, District:-North 24-Parganas, West Bengal, India, PIN - 700048 , PAN No. : AAMFT6588Q, Status :Organization, Executed by: Representative

Representative Details :

Name, Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
Shri TUFAN MUKHERJEE (Presentant) Son of Shri Uttam Kumar Mukherjee Date of Execution - 20/09/2017, , Admitted by: Self, Date of Admission: 20/09/2017, Place of Admission of Execution: Office			 20/09/2017
"Gaitri Bhawan", RadhaNagarRoad, ChhinnamastaMandir, P.O.- Radhanagar Road, P.S.- Hirapur, District-Burdwan, West Bengal, India, PIN - 713325, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: BAGPM4178J Status : Representative, Representative of : M/S. TRIDENT CONSTRUCTION (as Partner)			
Name	Photo	Finger Print	Signature
Shri SANJIB DAS Son of Shri Subodh Das Date of Execution - 20/09/2017, , Admitted by: Self, Date of Admission: 20/09/2017, Place of Admission of Execution: Office			 20/09/2017
1. Subhash Nagar, P.O.- Sukchar, P.S.- Sodepur, District-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ALFPD25B4G Status : Representative, Representative of : M/S. TRIDENT CONSTRUCTION (as Partner)			
Name	Photo	Finger Print	Signature
Shri ABHISEKH MISHRA Son of Shri Ashok Kumar Mishra Date of Execution - 20/09/2017, , Admitted by: Self, Date of Admission: 20/09/2017, Place of Admission of Execution: Office			 20/09/2017
105/16, Girish Ghosh Road, 17 Bally, P.O.- Bally, P.S.- Howrah, District-Howrah, West Bengal, India, PIN - 711204, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AOEPM0692Q Status : Representative, Representative of : M/S. TRIDENT CONSTRUCTION (as Partner)			

Identifier Details :

Name & address	Signature
Shri BISWAJIT SARKAR Son of Shri Balaram Sarkar 143, Surya Sen Nagar, P.O.- Motijheel, P.S.- Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700074, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Shri PARITOSH CHATTERJEE, Shri PRANTOSH CHATTERJEE, Smt MITA CHAKRABORTY, Smt CHHANDA CHAKRABORTY, Smt SHILA SARKHEL, Smt CHABI SAHA, Shri TUFAN MUKHERJEE, Shri SANJIB DAS, Shri ABHISEKH MISHRA	 20/09/2017

Transfer of property for L1

	From	To. with area (Name-Area)
	Shri PARITOSH CHATTERJEE	M/S. TRIDENT CONSTRUCTION-0.55 Dec
2	Shri PRANTOSH CHATTERJEE	M/S. TRIDENT CONSTRUCTION-0.55 Dec
3	Smt MITA CHAKRABORTY	M/S. TRIDENT CONSTRUCTION-0.55 Dec
4	Smt CHHANDA CHAKRABORTY	M/S. TRIDENT CONSTRUCTION-0.55 Dec
5	Smt SHILA SARKHEL	M/S. TRIDENT CONSTRUCTION-0.55 Dec
6	Smt CHABI SAHA	M/S. TRIDENT CONSTRUCTION-0.55 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri PARITOSH CHATTERJEE	M/S. TRIDENT CONSTRUCTION-0.55 Dec
2	Shri PRANTOSH CHATTERJEE	M/S. TRIDENT CONSTRUCTION-0.55 Dec
3	Smt MITA CHAKRABORTY	M/S. TRIDENT CONSTRUCTION-0.55 Dec
4	Smt CHHANDA CHAKRABORTY	M/S. TRIDENT CONSTRUCTION-0.55 Dec
5	Smt SHILA SARKHEL	M/S. TRIDENT CONSTRUCTION-0.55 Dec
6	Smt CHABI SAHA	M/S. TRIDENT CONSTRUCTION-0.55 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri PARITOSH CHATTERJEE	M/S. TRIDENT CONSTRUCTION-250.00000000 Sq Ft
2	Shri PRANTOSH CHATTERJEE	M/S. TRIDENT CONSTRUCTION-250.00000000 Sq Ft
3	Smt MITA CHAKRABORTY	M/S. TRIDENT CONSTRUCTION-250.00000000 Sq Ft
4	Smt CHHANDA CHAKRABORTY	M/S. TRIDENT CONSTRUCTION-250.00000000 Sq Ft
5	Smt SHILA SARKHEL	M/S. TRIDENT CONSTRUCTION-250.00000000 Sq Ft
6	Smt CHABI SAHA	M/S. TRIDENT CONSTRUCTION-250.00000000 Sq Ft

Endorsement For Deed Number : I - 150607742 / 2017

On 20-09-2017

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.

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

presented for registration at 13:16 hrs on 20-09-2017, at the Office of the A.D S.R. COSSIPORE DUMDUM by Shri TUFAN MUKHERJEE .

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 51,25,002/-

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

Execution is admitted on 20/09/2017 by 1. Shri PARITOSH CHATTERJEE, Son of Late Pratul Krishna Chatterjee, 58, R. N. Guha Road, P.O: Dum Dum, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Service, 2. Shri PRANTOSH CHATTERJEE, Son of Late Pratul Krishna Chatterjee, 58, R. N. Guha Road, P.O: Dum Dum, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Service, 3. Smt MITA CHAKRABORTY, Wife of Shri Manajit Chakraborty AndDaughterOfLatePratulKrishnaChatterjee, 58, R. N. Guha Road, P.O Dum Dum, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession House wife, 4. Smt CHHANDA CHAKRABORTY, Wife of Shri Asim Chakraborty AnddaughterofLatePratulKrishnaChatterjee, 58, R. N. Guha Road, P.O: Dum Dum, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession House wife, 5. Smt SHILA SARKHEL, Wife of Shri Biswanath Sarkhel AnddaughterofLatePratulKrishnaChatterjee, 58, R. N. Guha Road, P.O: Dum Dum, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession House wife, 6. Smt CHABI SAHA, Wife of Shri Laxman Saha AnddaughterofLatePratulKrishnaChatterjee, 58, R. N. Guha Road, P.O: Dum Dum, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession House wife
Identified by Shri BISWAJIT SARKAR, . . Son of Shri Balaram Sarkar, 143, Surya Sen Nagar, P.O: Motijheel, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 20-09-2017 by Shri ABHISEKH MISHRA, Partner, M/S. TRIDENT CONSTRUCTION (Partnership Firm), 110, Lake Town, Second Floor, Block/Sector: A, P.O.- Sreebhumi, P.S.- Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700048

Identified by Shri BISWAJIT SARKAR, . . Son of Shri Balaram Sarkar, 143, Surya Sen Nagar, P.O: Motijheel, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Law Clerk

Execution is admitted on 20-09-2017 by Shri TUFAN MUKHERJEE, Partner, M/S. TRIDENT CONSTRUCTION (Partnership Firm), 110, Lake Town, Second Floor, Block/Sector: A, P.O.- Sreebhumi, P.S.- Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700048

Identified by Shri BISWAJIT SARKAR, . . Son of Shri Balaram Sarkar, 143, Surya Sen Nagar, P.O: Motijheel, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Law Clerk

Execution is admitted on 20-09-2017 by Shri SANJIB DAS, Partner, M/S. TRIDENT CONSTRUCTION (Partnership Firm), 110, Lake Town, Second Floor, Block/Sector: A, P.O.- Sreebhumi, P.S.- Lake Town, District-North 24-Parganas, West Bengal, India, PIN - 700048

Identified by Shri BISWAJIT SARKAR, . . Son of Shri Balaram Sarkar, 143, Surya Sen Nagar, P.O: Motijheel, Thana: Dum Dum, North 24-Parganas, WEST BENGAL, India, PIN - 700074, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/- by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/09/2017 9:45AM with Govt. Ref. No: 192017180080840151 on 20-09-2017, Amount Rs. 21/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 1295882285 on 20-09-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 100/- by
Chanda = Rs 6,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 52060, Amount: Rs. 100/-, Date of Purchase: 13/09/2017, Vendor name: S
Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/09/2017 9:45AM with Govt. Ref. No: 192017180080840151 on 20-09-2017, Amount Rs: 6,920/-, Bank
ICICI Bank (ICIC0000006), Ref. No. 1295882285 on 20-09-2017, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE
DUMDUM
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1506-2017, Page from 232241 to 232284
being No 150607742 for the year 2017.



Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2017.09.22 15:03:10 +05:30
Reason: Digital Signing of Deed.

Mohul

(Mohul Mukhopadhyay) 22-09-2017 15:01:06
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM
West Bengal.

(This document is digitally signed.)

DATED THE 20 TH DAY OF SEPTEMBER , 2017

DEVELOPMENT AGREEMENT BETWEEN

OWNER – SRI PARITOSH CHATTERJEE & 5 OTHERS

A N D

DEVELOPER – M/S. TRIDENT CONSTRUCTION

DRAFTED BY :

Mr. Kalipada Charan,
Advocate,
1171, Purba Sinthee Road (Fakir Ghosh Place),
Sagarika Apartment, Flat No. 2, Dum Dum, Kolkata – 700 030.