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I-530/2025 I-2986-16964/2024



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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### DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT made this 10<sup>th</sup> day of DEC. 2024 (Two Thousand and Twenty four) BETWEEN.

Certified that the document is a true and correct copy of the original. The signature and seal of the District Sub-Registrar are the part of this document.

District Sub-Registrar-1)  
Alipore, South 24 Parganas

17 DEC 2024

15 JAN 2025

22 NOV 2024

25391

No..... ₹ 100/- Date.....

Name : Anirban Chakraborty Loss,

Address : 12/C Gold Lake, B/L B13

Vendor : .....

Sec-1, KOL-64

Alipore Collectorate, 24 Pgs. (South)

**SUBHANKAR DAS**

STAMP VENDOR

Alipore Police Station, KOL-64

8.45 PM

16.12.24



4509

- Nivedita Chakraborty.



4510

Datta Saha

Alipore Police Station  
KOL-24





1) NIVEDITA CHAKRABORTY Pan No. AUVPC3757H Adhar No-8143 3910 5385, W/o Late Benoy Kumar Chakraborty, residing at BB-12/C, Salt Lake City, Sector : 1, P.O.- Bidhannagar (North), Kolkata- 700064, District : 24 Parganas (North). And presently residing at 92 Bidhannagar Road, Kolkata- 700067, P.S- Oltadanga.

2) ADRIJA CHAKRABORTY Pan No. BWSPC0054R, Adhar no. 760801059987, D/o Late Pinaki Chakraborty, age about 22 year, residing at BB-12/C, Salt Lake City, Sector : 1 , P.O.- Bidhannagar (North) , P.S- Bidhannagar (North), Kolkata- 700064, District : 24 Parganas (North).

3) SWATI CHATTERJEE Pan no. AFWPC8460P, Adhar no- 7800 8814 9060, W/o Dr. Biswajit Chatterjee, residing at 68, Feeder Road, P.O- Belghoria, P.S- Belghoria, Kolkata- 700058, District: 24 Parganas (North).

4) ANIRBAN CHAKRAVORTI Pan no. ACEPCOP99B& Adhar no:- 3858 4791 2007.s/o Late Benoy Kumar Chakraborty, residing at BB-12/C , Salt Lake City, Sector: 1, P.O. – Bidhannagar (North), P.S.- Bidhannagar (North), Kolkata- 700064, District: 24 Parganas (North). hereinafter jointly called and referred to as the "OWNER'S" (which term or expression shall unless excluded 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**.

#### **AND**

**SUN CONSTRUCTION**, having PAN :- ABNFS3040A, Partnership Firm, having its Registered Office at 21/4, Aswini Dutta Road, Post Office: Sarat Bose Road, Police Station: Rabindra Sarobar, Kolkata - 700029, District : 24 Parganas (South), represented by its Authorized Partner **SRI JAY S. KAMDAR**, having PAN: AKWPK2270L, Aadhaar No. 7074 3050 7318, son of Late Sharad. H. Kamdar, by creed: Hindu, Indian by National, by occupation: Business, residing at 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station :-Behala, Kolkata - 700053, District 24 Parganas (South), 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**.



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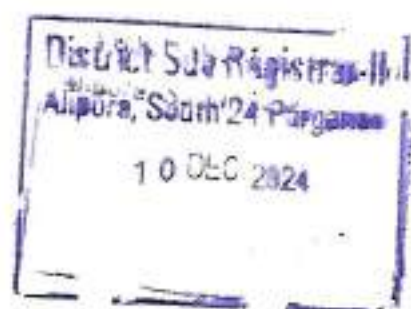
**WHEREAS** the parties herein have entered into Development Agreement on ..... for developing the property Premises No. 1105, Mahatma Gandhi Road, P.O Purba Barisha, P.S- previously Thakurpukur at present Haridevpur, Kolkata – 700082 by constructing a Ground plus Four storied building after demolishing the old structure thereon.

**WHEREAS** originally one Narendra Nath Biswas was the recorded Owner in respect of **ALL THAT** piece of parcel of land measuring more or less 4047 Sataks, situate and lying at Mouza :Purba Barisha, J.L. No.23, Touzi No.240, C.S Khatian No. 1657, under Police Station: Thakurpukur, District Sub-Registry Office at Alipore, District; previously 24 Parganas at present 24 Parganas (South).

**AND WHEREAS** while absolutely seized and possessed the aforesaid property of the owner there of the said Narendra Nath Biswas sold, transferred and conveyed this aforesaid property unto and in favour of one Nripendra Narayan Gangyopadhyay by virtue of a registered Deed of Conveyance for the valuable consideration mentioned therein. The aforesaid Deed was duly registered in the concerned office and recorded in Book No. I, Volume no. 58, Pages 289 to 295, Being No. 4710 for the year 1924.

**ANDWHEREAS** after such purchase, the said Nripendra Narayan Gangyopadhyay became the sole and absolute Owner of the aforesaid property and while absolutely seized and possessed the aforesaid property as owner thereof said Nripendra Narayan Gangyopadhyay sold, transferred and conveyed land measuring more or less 1.36 Sataks unto and in favour of Badan Chandra Kumar and Surendra Nath Kumar by virtue of a registered Deed of Conveyance for the valuable consideration mentioned therein. The aforesaid Deed was duly registered on 13<sup>th</sup> September 1954 in the Office of the Sadar Sub- Registrar at Alipore and recorded in Book No. I, Volume No. 100, pages 253 to 257, Being No.6296 for the year 1954.

**AND WHEREAS** after such purchase the said Badan Chandra Kumar and Surendra Nath Kumar became the joint Owners of the aforesaid property and their names were duly recorded in the Revisional Settlement in respect of their aforesaid purchased property under R.S. Khatian No.2207,appertaining to R.S. Dag No. 3644 and the same was finally published in their names.





**AND WHEREAS** while absolutely seized and possessed the aforesaid property as joint Owners thereof , the said Badan Chandra Kumar and Surendra Nath Kumar jointly sold, transferred and conveyed land measuring more or less 5 (Five) Cottahs 6(six) Chittacks 17 (Seventeen) Square Feet out of their aforesaid property unto and in favour of one Benoy Kumar Chakraborty, by virtue of a registered Deed of Conveyance for the valuable consideration mentioned therein. The aforesaid Deed Was duly registered on 14<sup>th</sup> March, 1967 in the Office of the District Sub-Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 50 Pages 28 to 31, Being No. 2253 for the year 1967.

**AND WHEREAS** after such purchase, the said Benoy Kumar Chakraborty became the sole and absolute Owner of the aforesaid property and duly mutated his name with the office of the South Sundarban Municipality and thereafter with the office of the Kolkata Municipal Corporation and after such mutation the aforesaid property known and numbered as Municipal Premises no. 1105, Mahatma Gandhi Rd, Police Station: previously Thakurpukur at present Haridevpur, Kolkata- 700082, under Ward No.124, Additional District Sub-Registry Office at Behala , District: 24 Parganas (South) and absolutely seized and possessed the same as Owner thereof and paying taxes thereto.

**AND WHEREAS** while absolutely seized and possessed the aforesaid property as Owner thereof, said Benoy Kumar Chakraborty died intestate on 27<sup>th</sup> September, 2007 leaving behind him surviving his widow viz. Smt. Nivedita Chakraborty, two sons viz. Pinaki Chakraborty, Anirban Chakraborty and one married daughter viz. Smt. Swati Chatterjee, who jointly inherited the aforesaid property s per Hindu Succession Act,1956, each having undivided  $\frac{1}{4}$  the share of the same.

**AND WHEREAS** while absolutely seized and possessed the aforesaid property jointly, the said Pinaki Chakraborty also died intestate on 20<sup>th</sup> January, 2016 leaving behind him surviving his daughter viz. Miss Adrija Chakraborty as his only legal heir and successor, who inherited the undivided the  $\frac{1}{4}$ <sup>th</sup> share of aforesaid property left by her father Pinaki Chakraborty. Be it stated here that wife of said Pinaki Chakraborty



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viz. Anuvha Chakraborty also died intestate on 02<sup>nd</sup> October, 2006 predeceased him long earlier.

**AND WHEREAS** in the manner started above, the said Smt. Nivedita Chakraborty, Anirban Chakraborty, Miss Adrija Chakraborty and Smt. Swati Chatterjee, the party hereto of the One part became the joint Owners in respect of ALL THAT piece and parcel of land measuring more or less 5 (Five ) Cottahs 6 (Six) Chittacks 17(Seventeen) Square Feet together with structure measuring more or less 3887 Square Feet standing thereon, situate and lying at Mouza : Purba Barisha, J.L. No.23, Touzi No. 240, under C.S. Khatian No. 1657, corresponding to R.S. Khatian No. 2207, appertaining to R.S. Dag No. 3644, being at present known and numbered as Municipal Premises No. 1105, Mahatma Gandhi Road, Police Station : previously Thakurpukur at present Haridevpur, Kolkata : 700082, at present within the limits of the Kolkata Municipal Corporation, under Ward No. 124, Additional District Sub-Registry Office at Behala, District: 24 Parganas (South), morefully described in the **SCHEDULE-"A"** hereunder written and hereinafter referred to as the "SAID PROPERTY" and since then have been possessing the same uninterruptedly without any objection from any corner.

**AND WHEREAS** the Party hereto of the One Part as per their understanding agreed to develop the said property, which is at present owned and possessed by themselves with the Party hereto of the Other Part and to avoid all future complications and litigations the parties herein jointly decided to have the same in black and white and hence this Agreement containing the terms and conditions of the proposed development work as stated here under below.



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NOW THIS AGREEMENT WITNESSETH are as follows;-

**OWNERS:-**

Shall mean (1) SMT. NIVEDITA CHAKRABORTY, Pan No. AUVPC3757H Adhar No-8143 3910 5385 wife of Late Benoy kumar Chakraborty, (2) SRI. ANIRBAN CHAKRABORTY Pan no. ACEPCOP99B& Adhar no:- 3858 4791 2007 son of Late Benoy Kumar Chakraborty,(3) ADRIJA CHAKRABORTY Pan No. BWSPC0054R, Adhar no. 760801059987, D/o Late Pinaki Chakraborty, age about 22 year all are of BB-12 /C, Salt Lake City, Sector : I, Police Station : Bidhannagar (North), Kolkata : 700064, District : 24 Parganas (North) and(4) SMT. SWATI CHATTERJEE Pan no. AFWPC8460P, Adhar no- 7800 8814 9060 wife of Dr. Biswajit Chatterjee of 68, Feeder Road, Police Station : Belghoria, Kolkata : 700058, District : 24 Parganas (North) and each of their heirs, executors, successors, administrators, legal representatives and assigns.

**I. DEFINITION:**

The terms in these presents shall, unless they be contrary or repugnant to the context, mean and include the following:-

- (a) **Advocate:** Shall mean Sayantan Dey Advocate, 51 Harish Mukherjee Road, Kolkata 700025, whom the Developer have appointed the advocate for this particular project ;
- (b) **Architect:** shall mean such architect or firm of architects whom the Developer may from time to time, appoint as the Architect for the New building at Developer's cost;
- (c) **Association:** shall mean a (Limited company or society or syndicate) or association to be promoted and formed by the Developer for the Common purposes;





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- (d) **Car Park:** Shall mean the open and/or covered Car parking Space in the ground floor of the new Building or the ground leave of the Premises;
- (e) **Co-Owners:** shall mean any person who acquires, hold and/or owns any undivided share or interest in the land at the Premises and get their respective Units constructed and shall include the Owners and the Developer for the Units held by them, from time to time;
- (f) **Corporation:** shall mean the Kolkata Municipal Corporation and shall include the Calcutta Metropolitan Development Authority and other concerned authorities which may recommended, comment upon, approve and /or sanction the plans;
- (g) **Common Portions:** shall mean all the common areas and also the common parts i.e., the facilities, amenities , erections, considerations and installations to be comprised in the new building intended by the Developer for common use and enjoyment of Co-Owners of the Premises more fully described in **Part I of the 5<sup>th</sup> Schedule hereto;**
- (h) **Common Purposes:** shall mean the purposes of managing and maintaining the Premises and the Building thereof and particularly the Common Areas comprised therein, collection and disbursement of the Common Expenses and dealing with the matters of Common interest of the Co-Owners of the Premises and relating to therein mutual rights and obligations for the most beneficial use and enjoyment of therein respective Units exclusively and the Common areas in Common to and amongst all the Unit Owners of the Building;
- (i) **Covered Area:** With respect to any Unit shall mean the area within the boundary walls of the respective Unit including the area under the internal walls plus the area under the boundary walls of such unit **PROVIDED THAT** if any walls be common between two units then half of the area under such wall shall be included in such Unit and same has been



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fixed by the parties hereto by mutual consent at \_% of the Super built up area whether the same be more or less.

- (j) **Date of Possession:** shall mean upto 15<sup>th</sup> (Fifteenth) day of the service of the notice for possession.
- (k) **Force Majeure:** Force Majeure shall mean and include an event preventing either Party from performing any or all of their obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike lock-outs, labour unrest or other industrial action, terrorist action, civil common, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any Government or Court orders.
- (l) **Common Expenses :** shall mean include all expenses to be incurred by the Co-Owners for the management and maintenance of the installation in the New Building at the Premises including the expenses morefully described in the **part-II of the 5<sup>th</sup> Schedule** hereto.
- (m) **Land:** shall mean the land comprised in the Premises,
- (n) **NEW BUILDING:** Shall mean the new residentia-cum-commercial building/s to be constructed on the Premises as per the plans that may



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be sanctioned with such modification and / or variation as may be required from time to time;

- (o) **Outgoings:** shall mean all rates, taxes, charges for the utilities including electricity charges and other outgoings in respect of the Premises;
- (p) **Plans:** Shall mean the plans for construction of the New proposed building/s at the Premises to be sanctioned by the Corporation and shall also, whenever the context permits, include such plans, drawings, designs, elevations and specifications as are prepared by the Architects, including variations/modifications therein, if any;
- (q) **The Premises:** ALL THAT piece or parcel of land measuring an area of 5 Cottah s – 6 chittaks – 17 square feet be the same a little more or less situate lying, 1105, Mahatma Gandhi Road, Police Station : previously Thakurpukur at present Haridevpur, Kolkata – 700082 ward 124 Being Assesses No. 411240618994 within the limits of Kolkata Municipal Corporation more fully described in the 2<sup>nd</sup> Schedule hereto (hereinafter called “the Premises”)
- (r) **Project:** shall mean the work of development undertaken by the Developer in pursuance hereto till the development of the Premises be completed and possession of the completed Units are taken over by the Unit Owners;
- (s) **Proportionate or proportionately:** if not otherwise specifically mentioned shall the proportion which the Super Built up Area of any Unit bears to the Super Built up area of all area of all the Units in the New Building **PROVED THAT** where it refers to share of any rates and / or taxes amongst the Common Expenses, then such share of the whole shall be determined on the basis on which such rates and /or taxes re being levied i.e., in case the basis of any levy be area, rental income or user,





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then the same shall be shared on the basis of area, rental income of user of the respective Units by the Unit Owners respectively;

(t) **Owners Area:** shall mean 30% share or interest in the new G+4 storied residential building and roof common and 30% car parking space together with proportionate undivided share or interest in the base land at the Premises and all other open and covered area in the 3<sup>rd</sup> Schedule (hereinafter referred to as "Owner's Allocation");

(u) **Developers Area:** shall mean 70% share or interest in the new G+4 storied residential building and roof common and 70% car parking space together with proportionate undivided share or interest in the base land at the Premises and all other open and covered in the new building at the Premises, morefully described in the Part-II of the 3<sup>rd</sup> Schedule (hereinafter referred to as "Developer's Allocation");

(v) **Super Built Up Area:** in respect of the unit/s shall mean the entire covered area of the respective unit plus proportionate undivided share of the common areas described in part-1 of the 4<sup>th</sup> schedule hereto;

(w) **Unit :**shall mean any flat and/ or Commercial spaces, residential unit, car parking space or other covered or open area to be constructed in the (proposed) new building and /or at the Premises which is capable of being exclusively owned, held and /or occupied, used and or enjoyed by any unit Owners and which is not a part of Common portions;

**Notes:**

- (a) Singular shall include the plural and vice versa.
- (b) Masculine shall include the feminine and neuter gender and vice versa.

II. **THE OWNERS HAS DECLARED AND REPRESENTED TO THE DEVELOPER as follows:-**



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- a. The Owners is the sole and absolute Owners of all that the **ALL THAT** piece or parcel of land measuring an area of 05 Cottahs – 06 chittaks -17 square feet be the same a little more or less situate lying **1105. Mahatma Gandhi Road, Police Station: previously Thakurpukur at present Haridevpur, Kolkata – 700082 ward 124, Being Assesses No. 411240618994** within the limits of Kolkata Municipal Corporation morefully described in the **2nd Schedule** (hereinafter called "**the Premises**") and that the Premises is free from all encumbrances and /or alienation whatsoever;
- b. The entirety of the Premises is in the khas and vacant possession of the Owners and no person or persons other than the Owners have any right of occupancy, easement or otherwise on the Premises or any part thereof;
- c. The abstract of title of the Owners to the Premises is morefully described in the **1<sup>st</sup> schedule** hereto (hereinafter called "**the Abstract of Title**") and the contents thereof are true and correct;
- d. No person other than the Owners has any right, title interest and share of any nature whatsoever, in the Premises or any part thereof;
- e. The right title and interest of the Owners in the Premises is free from all encumbrances and /or alienation whatsoever and the Owners has a good and marketable title thereto;
- f. No part of the Premises has been or is liable to be acquired under the Urban land (Ceiling and Regulation) Act, 1976 and /or under any other law and no proceeding have been initiated or are pending in respect thereof;



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- g. The Premises or any part thereof is presently not affected by requisition or any assignment of any authority or authorities under any law and / or otherwise nor any notice or declaration any such acquisition proceedings has been received or come to the notice of the owners;
- h. Neither the Premises nor any part thereof has been attached and /or is liable to be attached under any decree or order of any Court of law or due to income tax, revenue or any other public demand;
- i. The Owners has not in any way dealt with the Premises whereby the rights title and interest of the Owners as to the ownership, use development and enjoyment thereof, is or may be affected any manner whatsoever;
- j. All outgoing in respect of the Premises have been paid by the Owners up to date;
- k. The Owners has not entered into any agreement and /or arrangement and/or has not done any act, deed or thing whereby the Owner's title in respect of the Premises may get alienated and /or encumbered;
- l. There is no statutory, judicial and /or quasi-judicial and /or departmental order and /or restrictions which may prevent the Owners from entering into this agreement and/or transferring the open and/or covered area in the project to the Developer and/or to the nominee/s of the Developer free all encumbrances whatsoever and the Owner's has a good and marketable title thereto;
- m. There are no wakfs, tombs, mosques burial ground and/or any charge or encumbrance relating to or on the Premises or any part thereof;
- n. The Owners is fully and sufficiently entitled to enter into Agreement with the Developer;



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- o. This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions /correspondence and agreements between the Parties, oral or implied.
- p. The representations and declaration of the Owners mentioned hereinabove hereinafter collectively called the "**Said Representations**") are true and correct;

### **III OWNER'S OBLIGATION AND COVENANTS:-**

1. The Owners shall not object and shall authorize and empower absolute power to the Developer to sell transfer or dispose of the Developers area in such manner to such persons and on such terms and conditions and the Developer is and also shall be solely entitled to all money and other consideration there from without any consent and/or permission from the Owners and the same shall be treated as reimbursement of all costs, charges and expenses that has been and/or may be incurred by the Developer for preparation of plan, obtaining sanctioned plan and construction/ completion for the Owner's area in the new building and the proportionate common parts towards remuneration of the Developer;
2. The Owners shall grant to the Developer and/or its nominees a Power of Attorney for the purpose of getting the Building plans sanctioned/ revalidated/modified/alterd by the KMC and the Planning Authorities and obtaining all necessary permissions from different authorities, construction of the New Building and for booking and sale of the Developer's Allocation and receiving consideration therefore and such authority shall include the



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authority to execute and register agreements, deeds and other papers and sale of the Developer Allocation and other ancillary powers in connection with construction of the New Building.

3. The Owners The Owners undertakes to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time and shall execute and register all necessary agreement, indentures and or any other document as be required by the Developer for the purposes of selling transferring , leasing out and /or disposing of and/or encumbering and/ or alienating the Developer's Area without asking for any additional consideration and /or remuneration for the same;
4. Simultaneously with the execution hereof, the Owners shall hand over to the Developer all the photocopy of original title Deeds plans corporation papers and other paper and documents relating to the Premises on accountable receipts from the Developer and upon construction and completion of the New Building the Owners shall hand over the original documents relating to the Premises to the associations as mutually decided;
5. The Developer will be bear cost of B.L.R.O and conversation mutation and pending taxes and liability will bear 50:50 basis Owners and Developer;
6. The Owners shall make out a marketable title in respect of the Premises to the Developer;
7. The Owners shall give such other consent, sign such papers, documents, deeds and undertaking and render such co-operation, as be required by the Developer for the construction and completion of the New Building;



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8. After handing over of the Owners Allocation by the Developer and the respective Transferees (for their respective Units) shall punctually and regularly pay the Rates and taxes to the concerned authorities and the Parties shall keep each other indemnified against all claims, demands, costs, charges, expenses and proceedings whatsoever, directly or indirectly, instituted against or suffered by or paid by any of them, as the case maybe, consequent upon default by the other;
9. The Owners shall sell and convey to the Developer and/or its nominees undivided proportionate share in the land contained in the Premises appurtenant to the Developer's area i.e., all the remaining open and /or covered areas out of the project other than the cost of construction of the Owner's area and other sums payable to the Owners;
10. If so required by the Developer, the Owners shall join and/ or cause such persons as may be necessary to join as parties in any document, conveyance and /or any other document of transfer that the Developer may enter into with any person who desires to acquire Units comprised in the Developer's Area and similarly, the Developer shall join in respect of the Owner's area;
11. That simultaneously with the execution of this agreement the Owners shall handover all photo copies of the title deeds which are in custody of the Owners to the Developer's Advocate for search and in connection with investigation of title. If necessary, the Owners will arrange for inspection of the original deeds to the intending purchasers of flat or car parking space or shops on the request of the developer for verification as and when required, subject to prior appointment. Developer will intimate the same to the owners before two days of investigation.



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12. That the Owners shall allow the Developer to develop and construct the building upon the said Premises/ property and to divide the same into several flats, showroom and/or office and car parking space as per sanctioned plan of Kolkata Municipal Corporation and thereafter to sell those Units/flats, car parking space to the different buyers on ownership basis except the Units/ Flats allotted to the Owners and the Owners shall simultaneously convey the proportionate share in land wherein the said building with the said flat would be constructed for the respective buyer of flats of garage or car parking space and shops. The cost and expenses for such conveyance shall not be borne by the owners;
13. The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
14. After adjusting the Corporation tax and KMC mutation dues balance out of Rs.5,00,000/- (Five Lacs.) refundable security deposit on the date of Construction worked started.

#### **IV. Developer's Obligations and Liberties.**

- (1) Upon the Owners satisfying the Developer about the marketability of their title to the Said Property, the Developer (at its own costs and responsibility) shall, within One months thereafter, obtain from the Planning Authorities, sanction of the Building Plans. In this regard it is clarified that (1)the design and FAR utilization of the Said New Building shall be as decided by the Developer, (2)the



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Developer shall be responsible for obtaining all approvals needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) and (3) all costs and fees for sanctions and clearances shall be borne and paid by the Developer, cost of mutation responsibility and due tax liability will be borne by Owners and Developer 50:50 basis.

The Developer has agreed that they will prepared the plan for the Proposed new building through their Architect and to get the same approved from the owners within 3 months from the date of execution of this agreement.

- (2) The Developer shall at its own cost construct such maximum area as can be constructed as per the Building Rules and regulation and byelaws of the Corporation and in conformity with the sanctioned plan;
- (3) At any time hereafter the Owners give vacant and khas possession, the Developer shall be entitled to enter upon the Premises and do all works for the construction of the New Building thereon at its own costs and expenses;
- (4) All costs, charges and expenses for preparation and sanction of plans and construction of new building and/or development of the Premises shall be borne and paid by the Developer;



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- (5) The Developer shall cause such changes to be made in the plans as the Architects may approve and/or as shall be required by the concerned authorities, from time to time;
- (6) The Developer shall be at liberty to do all works as may be required for the project and to utilize the existing water, electricity and other liabilities in the Premises, at Developers cost and expenses . The Developer shall have the right to obtain temporary connection of utilities for the project.
- (7) Proposed Plan will be submitted for sanction after approval from the owners.
- (8) The Developer will constructed and complete the Owners Area as mentioned hereto in the New Proposed Building morefully described in the **Part -I** of the **3<sup>rd</sup> Schedule** (hereinafter called the "Owners Allocation") with the specification morefully mentioned in the **4<sup>th</sup> Schedule** hereto (hereinafter called the "**Said Specification**") at their own cost and expenses.
- (9) The developer will construct and complete the Developer Area for itself and will retained area as mentioned for and on behalf of itself and /or its nominees in the New proposed Building morefully described in the **Part – II** of the **3<sup>rd</sup> Schedule** hereto ( hereinafter called the "**Developers Allocation**")" with the specification morefully mentioned in the **4<sup>th</sup> Schedule** hereto ( hereinafter called the "**Said Specification**") at their own cost and expenses.
- (10) Upon completion of the New Building and /or floors therein, from time to time, the Developer shall maintain and manage the same in accordance with such rules as may be framed by



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the Advocates and as be in conformity with other buildings containing ownership flats. The Developer and the Owners and/or their transferees if any shall comply with the said rules and/or regulations and shall proportionately pay all cost, charges, expenses and outgoings in respect of maintenance and management of the new proposed building at the Premises;

- (11) The Developer shall make every effort of complete the Project within 24(Twenty Four) Months from the date of sanction from KMC + 6 months grace subject to unforeseen reason if any, beyond control of the Developer including Force Majeure and vacant and khas possession of the Tenant Area **(Completion Time)** form the date of Sanction of plan for starting construction of the New Building as per the sanction plan of Kolkata Municipal Corporation; if developer fails to deliver the possession of the owner's allocation of 30% they should compensate a sum of Rs. 10,000 /- per month after 30 months stated above after sanction of plan till the delivery.
- (12) The Developer shall manage and maintain the Common portions and service of the New Building either directly or through a facility manager and shall collect the costs and service charge therefore **(Maintenance Charge)**. It is clarified that the Maintenance Charge shall include (1)premium for the insurance of the Said Complex, (2)charges for water, electricity, (3) sanitation and scavenging and (4) occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment's and all taxes including service Tax applicable thereon. It is clarified that if the maintenance of the New Building is managed through a facility manager then the service charge of the facility manager shall also form part of the



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Maintenance Charge. The Owners shall not in any manner interfere with the aforesaid function of the Developer.

- (13) The Developer shall hold and guard possession of the Premises till completion of the project. After completion of the New Building the Developer shall hand over the possession to the Owners Area and the Developer shall be also entitled to sell the Developer's Allocation to any third party stranger without any objection and /or interface from the Owners and in this regard the Owners shall keep the Purchaser saved, harmless and indemnified against all such claim, charges and expenses;
- (14) The Developer shall be entitled to use the Premises for setting up a temporary site office and/or quarters for its watch and word and other staff and shall further be entitled to put up boards and signs advertising the project and post its watch and ward staff during construction period;
- (15) It shall be the responsibility of the Developer to demolish the existing buildings and structures at the Premises and clear the site for the purpose of construction at its own costs and expenses and the debris from such demolition and all realizations there from shall be borne by the Developer;
- (16) The Developer shall not deliver possession of the Developer Area before the date of possession of the owner's Area shall be handed over by the Developer with electricity and water connection and as per the Specification mention in the 4<sup>th</sup> Schedule hereto;
- (17) As soon as the New Building is completed, the Developer shall give a written notice to the Owners and the Owners



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shall be obliged to take possession of the Owners' Allocation within 15 (fifteen) days from the date of such notice, failing which it shall be deemed that the Developer has delivered possession to the Owners without the owners actually doing so, on the date of expiry of in the said notice. From such date of the Owners taking physical possession or deemed possession of the Owner' Allocation as mentioned above (Possession Date), the Owners shall become liable and responsible for the Rates (defined in Clause 12.1 below) and maintenance charges. It is clearly understood between the Parties that the dealings of the Owners with regard to the Owners' Allocation shall not in any manner create any contractual or financial liability upon the Developer and such dealings shall always be subject to the provisions of this Agreement.

- (18) Possession of the sold Units out of the Developer's Allocation in the New Building shall be delivered by the Developer directly to the concerned Transferees. For the Developer's unsold Units out of the Developer's Allocation, the Developer shall retain possession.

**v. Indemnity**

- a. **By Owners:** The Owners hereby indemnify and agree to keep the Developer saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the project including marketing thereof for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.



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- b. **By the Developer:** The Developer hereby indemnified and agrees to keep the Owners saved, harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Building and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees of the Developer's Allocation and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

## **VI. OTHER TERMS AND CONDITIONS:**

1. The new building shall be for Residential purpose.
2. In case it be required to pay any outstanding dues to the corporation or any other outgoings and liabilities in respect of the Premises, then the Owner shall pay all such dues and bear the costs and expenses thereof till the handing over delivery of possession of the premises by the owners to the developer in terms of clause :IV(3) above and the Developer shall be liable for the subsequent period, if any in other words, the Developer shall pay the Municipal rates and taxes and electricity bills for the possession of the Owner area; till possession has been handed over to the owners of their area in terms of clause :IV(18) above.
3. The Owners shall be solely and exclusively entitled to the Owner's area as above and the Developer shall be solely and exclusively entitled to the remaining Developer area of the project;



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4. The Owners and the Developer shall be entitled absolutely to the Owners area and the developers area respectively and shall be at liberty to remain in possession in any manner they deem fit and project SUBJECT HOWEVER TO the general restriction for mutual advantage relevant in the Ownership flat scheme;
5. The Developer has been authorized and empowered to nominate such person and on such terms and conditions as the Developer may deem fit and proper for purchase of the Developer area absolutely and forever without the Owners having any kind of claim therein and the owners shall execute and register necessary deed/s of conveyance in favour of such nominees of the Developer and /or Developer without asking for any additional consideration as confirming parties;
6. The form of the documents to be utilized by the parties shall be such as may be drawn by the Advocate but the same shall be in accordance with the practices prevailing in respect of ownership flat buildings in Kolkata subject to appropriate and necessary amendments additions etc. in the same, if suggested on behalf of the owners;
7. The Owners shall be entitled to all realization from sale of the Owners Area whether the same by way of earnest money part consideration cost, sale price and /or otherwise and the Developer shall be entitled to all such monies receivable from and /or in respect of the Developer Area whether the same be by way of earnest money, part consideration, construction cost, sale price and/or otherwise PROVIDED HOWEVER THAT the monies payable and /or deposits for common purposes and Common Expenses shall be receivable only by the Developer from all the Unit Owners as



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fully mentioned hereafter till the formation of the Maintenance organization and/or Association;

8. The cost of preparation stamping and registration of the conveyance shall be borne and paid by the transferees.
9. The name of the new building/s has been fixed by the Developer.
10. The Powers and /or authorities granted and/ or to be granted in favour of the Developer and /or its nominee/s shall remain irrevocable till the completion of the Proposed Ground + Four storied New building and sale of the entire Developer area by the developer and the developer receiving all money there-from;
11. In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
12. No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.
13. In proving service of notice served as aforesaid, it shall be sufficient to prove that personal delivery was made or in the case of registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/ service provider or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication, showing the recipient's facsimile number and the number of pages transmitted.



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- 14. Arbitration:** All disputes and differences between the parties in any manner connected with the aforesaid matter shall be referred to the sole Arbitration of a person to be nominated by the Advocates of the Owners and Developer. The Arbitrator will be entitled to lay down his own procedure and will not be bound by any rule of procedure or evidence which can be avoided by expenses direction of the parties. Such arbitration shall be in accordance with the Arbitration & Conciliation Act, 1996.

In case of dispute between the parties in nominating a single arbitrator as aforesaid both the owners and the Developer shall appoint one Arbitrator each from their side and the said two Arbitrators shall appoint a third Arbitrator

Save modified as above the oral agreement entered by and between the parties hereto shall remain full force and virtue.

- 15. Jurisdiction:** In connection with the aforesaid arbitration proceedings, the courts at the District Court having territorial jurisdiction over the Said Property only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

#### **THE 1<sup>ST</sup> SCHEDULE**

#### **(ABSTRACT OF THE TITLE)**

WHEREAS originally one Narendra Nath Biswas was the recorded Owner in respect of ALL THAT piece of parcel of land measuring more or less 4047 sataks, situate and lying



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at Mouza: Purba Barisha, J.L. No. 23, Touzi No. 240, C.S. Khatian No.1657, under Police Station: Thakurpukur, District Sub-Registry Office at Alipore, District; previously 24 Parganas at present 24 Parganas (South).

AND WHEREAS while absolutely seized and possessed the aforesaid property of the owner there of the said Narendra Nath Biswas sold, transferred and conveyed this aforesaid property unto and in favour of one Nripendra Narayan Gangyopadhyay by virtue of a registered Deed of Conveyance for the valuable consideration mentioned therein. The aforesaid Deed was duly registered in the concerned office and recorded in Book No. I, Volume No. 58, Pages 289 to 295, Being No. 4710 for the year 1924.

AND WHEREAS after such purchase, the said Nripendra Narayan Gangyopadhyay became the sole and absolute Owner of the aforesaid property and while absolutely seized and possessed the aforesaid property as Owner thereof said Nripendra Narayan Gangyopadhyay sold, transferred and conveyed land measuring more or less 1.36 Sataks unto and in favour of Badan Chandra Kumar and Surendra Nath Kumar by virtue of a registered Deed of Conveyance for the valuable consideration mentioned therein. The aforesaid Deed was duly registered on 13<sup>th</sup> September. 1954 in the Office of the Sadar Sub-Registrar at Alipore and recorded in Book No.I, Volume No. 100, Pages 253 to 257 , Being No. 6296 for the year 1954.

AND WHEREAS after such purchase the said Badan Chandra Kumar and Surendra Nath Kumar became the joint Owners of the aforesaid property and their names were duly recorded in the Revisional Settlement in respect of their aforesaid purchased property under R.S. Khatian No.2207, appertaining to R.S. Dag No. 3644 and the same was finally published in their names.

AND WHEREAS while absolutely seized and possessed the aforesaid property as joint Owners thereof, the said Badan Chandra Kumar and Surendra Nath Kumar jointly sold, transferred and conveyed land measuring more or less 5(five) Cottahs 6(six)



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Chittacks 17 (seventeen) Square Feet out of their aforesaid property unto and in favour of one Benoy Kumar Chakraborty, by virtue of a registered Deed of Conveyance for the valuable consideration mentioned therein. The aforesaid Deed was duly registered on 14<sup>th</sup> March, 1967 in the Office of the District Sub-Registrar of Alipore at Behala and recorded in Book No. 1, Volume No. 50 Pages 28 to 31, Being No. 2253 for the year 1967.

AND WHEREAS after such purchase, the said Benoy Kumar Chakraborty became the sole and absolute Owner of the aforesaid property and duly mutated his name with the Office of the then South Suburban Municipality and thereafter with the Office of the Kolkata Municipal Corporation and the after such mutation the aforesaid property known and numbered as Municipal Premises No. 1105, Mahatma Gandhi Rd, Police Station: Previously Thakurpukur at present Haridevpur, Kolkata- 700082, under Ward No.124, Additional District Sub-Registry Office at Behala, District: 24 Parganas (South) and absolutely seized and possessed the same as Owner thereof and Paying taxes thereto.

AND WHEREAS while absolutely seized and possessed the aforesaid property as Owner thereof, said Benoy kumar Chakraborty died intestate on 27<sup>th</sup> September, 2007 leaving behind him surviving his widow viz. Smt. Nivedita Chakraborty, two sons viz. Pinaki Chakraborty, Anirban Chakravorti and one married daughter viz. Smt Swati Chatterjee, who jointly inherited the aforesaid property as per Hindu Succession Act, 1956, each having undivided 1/4<sup>th</sup> share of the same.

AND WHEREAS while absolutely seized and possessed the aforesaid property jointly, the said Pinaki Chakraborty also died intestate on 20<sup>th</sup> January, 2016 leaving behind him surviving his daughter viz. Miss Adrija Chakraborty as his only legal heir and successor, who inherited the undivided the 1/4<sup>th</sup> share of aforesaid property left by her father Pinaki Chakraborty. Be it stated here that wife of said Pinaki Chakraborty viz. Anuvha Chakraborty also died intestate on 02<sup>nd</sup> October, 2006 predeceased him long earlier.



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AND WHEREAS in the manner stated above, the said Smt. Nivedita Chakraborty, Anirban Chakravorti, Miss Adrija Chakraborty and Smt. Swati Chatterjee, the party hereto of the One Part became the joint Owners in respect of ALL THAT piece and parcel of land measuring more or less 5 (Five) Cottahs 6 (six) Chittacks 17 (seventeen) Square Feet together with structure measuring more or less 3887 Square Feet standing thereon, situate and lying at Mouza : Purba Barisha, J.L. No. 23, Touzi No. 240 under C.S. Khatian No. 1657, corresponding to R.S. Khatian No. 2207, appertaining to R.S. Dag No. 3644, being at present known and numbered as Municipal Premises No. 1105, Mahatma Gandhi Road, Police Station: Previously Thakurpukur at present Haridevpur, Kolkata : 700082 at present within the limits of the Kolkata Municipal Corporation, under Ward No. 124, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), morefully described in the SCHEDULE- "A" hereunder written and hereinafter referred to as the "SAID PROPERTY" and since then have been possessing the same uninterruptedly without any objection from any corner.

AND WHEREAS the Party hereto of the One Part as per their understanding agreed to develop the says property, which is at present owned and possessed by themselves with the Party hereto of the Other Part and to avoid all future complications and litigations the parties herein jointly decided to have the same in black and white and hence this Agreement containing the terms and conditions of the proposed development work as stated here under below.

NOW THIS AGREEMENT WITNESSETH are as follows:-

**OWNERS: -**

Shall mean (1) SMT. NIVEDITA CHAKRABORTY, wife of Late Benoy Kumar Chakraborty, (2) SRI. ANIRBAN CHAKRAVORTI, son of Late Benoy Kumar Chakraborty, (3) MISS ADRIJA CHAKRABORTY, daughter of Late Pinaki Chakraborty, age about 22 year , all are of BB-12/C, Salt Lake City, Sector : I, Police Station : Bidhannagar (North), Kolkata : 700064, District : 24 Parganas (North) and (4) SMT. SWATI CHATTERJEE, wife of Dr. Biswajit Chatterjee of 68, Feeder Road, Police



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Station : Belghoria, Kolkata : 700058, District : 24 Parganas (North) and each their heirs, executors, successors, administrators, legal representatives and assigns.

**2<sup>nd</sup> SCHEDULE**

**(THE PREMISES)**

ALL THAT piece or parcel of land measuring an area of 05 Cottahs – 06chittaks – 17 sqaarefeet land with the structure about 500 sq. ft R.T. Shed being the land comprised in Premises No. 1105, Mahatma Gandhi Road, Police Station : previously Thakurpukur at present Haridevpur, Kolkata-700082, ward 124, Being Assesses No. 411240618994 within the limits of Kolkata Municipal Corporation and which is butted and bounded in the manner following that is to say:-

ON THE NORTH : Plot "D"  
ON THE EAST : Dag no. 3646 no. dag land  
ON THE SOUTH : Plot "B"  
ON THE WEST : Plot "G" K.M.C- 20'-0"

**3<sup>rd</sup> Schedule**

**Part I**

**(OWNERS ALLOCATION)**

The Owners shall be allocated 30% of the new building and roof common and 30% area of car parking space entire area at the ground floor will be belongs to the owners in the said new G+4 building together with proportionate undivided impartible share and /or interest in the land comprised in the said Premises and in the common areas and facilities in the said building.



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**Together with** undivided, impartible, proportionate and variable share (derived by taking into consideration the proportion which the built up area of the Said Unit bears to the total Super built up area of the new Building ) in the land contained in the Said Premises, as be attributable to the Said Unit.

**Together with** benefit of the Plans relating to the Said Unit and undivided, impartible, proportionate and variable benefit of the Plans relating to the share in The Common Portions as is attributable to the Said Unit.

Undivided, indivisible and impartible, proportionate and variable share and / or interest in the common areas, amenities, facilities and installations of the Said Building as be attributed to the Said Unit.

Entire 2<sup>nd</sup> floor and partly 4<sup>th</sup> floor belongs to the owners.

## **Part -II**

### **(Developers Allocation)**

The Developer shall be allocated 70% of the new building and roof and 70% area of car parking space entire area at the ground floor will be belongs to the owners in the said new G+4 building together with proportionate undivided impartible share and/or interest in the land comprised in the said Premises and in the common areas and facilities in the said building .

**Together With** undivided, impartible, proportionate and variable share (derived by taking into consideration the proportion which the built up area of the Said Unit bears to the total Super built up area of the New Building) in the land contained in the Said Premises, as be attributable to the Said Unit.



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**Together With** benefit of the Plans relating to the Said Unit and Undivided, impartible, proportionate and variable benefit of the Plans relating to the share in The Common Portions as is attributable to the Said Unit.

Entire 1<sup>st</sup>, 3<sup>rd</sup> and partly 4<sup>th</sup> floor.

#### **THE 4<sup>TH</sup> SCHEDULE**

##### **(SPECIFICATIONS OF CONSTRUCTION)**

1. The Building will be of first class RCC framework and having outer wall of 8" thick first class brick and all partition walls of 5" or 3" thick in cement mortar as specified by the Architect. The inner walls will be finished with Plaster of Paris (PoP).
2. Door frame in Malaysian Sal Wood and Flush Shutters of approved make as per ISI Specifications having teak aced ply in spirit finish with complete lock etc. The main door will be panel door.
3. Decorative will Aluminium windows matching with elevation.
4. Flooring- vitrified floor tiles.
5. All PVC and GI ISI marked pipes and fittings. White commode Cera International cistern in all toilets. CP fittings of standard brand will be provided in all toilets and kitchen.
6. The apartments will have concealed wiring in PVT pipes as per ISI approved make, having adequate light points, etc. The electrical wiring should have adequate amperage capacity to take care of high current devices such as air-conditioners, geysers, etc.



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7. Kitchen will have granite finish working top and stainless steel sink. Tiles will be fitted upto a height of 6 feet.
8. All open spaces such as balconies will have steel/ RCC railings as per design given by the Architect.
9. Adequate light points for general lightning will be provided.
10. Proper boundary wall and boundary wall gate will be made as per design submitted by Architect.
11. Every apartment will have its own independent electric Havells minicircuit breakers and control panels inside each flat and a meter at one common place as per C.E.S.C. requirement.
12. Electrical wire will be made by Polycab / Mescab.
13. Cement will be used Birla Gold/ Ultra Tech /Durgapur Cement.
14. Steel will be ISO reputed TMT bar.
15. Vitrified tiles shall be used of good branded company.
16. Lift will be provide LT.
17. Lobby with decorated tiles panel lift faced.
18. Corporation water connection will be given.
19. Switches will be of Legrand brand / Indo – Asian/ Anchor.
20. Plaster of Paris treatment for all walls including common areas.



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21. Automatic electricity tripping device to avoid overload will be provided separately for each flat.
22. Water reservoir ground storage tanks and concrete tanks on the roof will be provided.
23. Security room at ground floor.

### **5th SCHEDULE**

#### **PART - I**

#### **(COMMON PORTIONS/AREAS)**

##### **1. AREAS**

- a) Open and /or covered paths and garages within the building.
- b) Lobbies and staircase of the building
- c) Durwan room and place of installation of pump, Electric Metres of the new building.

##### **2. WATER AND PLUMBING**

Water reservoir, water tanks, water pipe, (Save those inside unit)

##### **3. ELECTRIC AND MISCELLANEOUS INSTALLATION**

- a) Wiring and accessories for lighting of Common Area of the building
- b) Pump and motor
- c) Dish Antenna, on roof (Individual DTH/ combined DTH) if there be any.
- d) Common lights pumps and other common services
- e) Top floor roof





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4. **DRAINS** : Drains sewers and pipes
5. **OTHERS**: Other common areas and installation and /or equipment as may be provided in the building for common one and/ or enjoyment as per the direction of the developer.

## **PART -II**

### **(COMMON EXPENSES)**

**Common installation and facilities for which proportionate costs are to be paid by the individual co-owners/ purchasers).**

1. Electrical installation relating to meter, transformer and substation for receiving electricity from suppliers.
2. Lifts of L.T. or equivalent made.
3. Other facilities or installation provided for the common use of the co-Owners of the Premises and not covered in part -I of the schedule hereinabove.



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**WITNESS WHEREOF** the parties hereto have executed these presents on the day month and year first above written .

**EXECUTED AND DELIVERED** by the  
OWNERS'S at Kolkata in the presence of

1. Binoy Pramanik  
711A, Hazra Road.  
KOL-26.
2. Mrinmay Nasukh  
393A, Rabindra Sarani,  
Kolkata-700005.

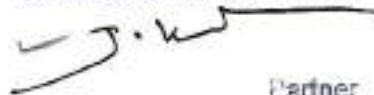
1. Nivedita Chakraborty.
2. Anirban Chakravarti
3. Swati Chatterjee
4. Aditya Chakraborty

(OWNERS)

**EXECUTED AND DELIVERED** by the  
DEVELOPER at Kolkata in the presence of

1. Binoy Pramanik  
711A, Hazra Road.  
KOL-26.
2. Mrinmay Nasukh  
393A, Rabindra Sarani  
Kolkata-700005.

SUN CONSTRUCTION

  
Partner

(DEVELOPER)

**Drafted by me:-**

Arijit Kumar Bose.  
F/1168/2014  
Advocate

Alipore Judges Court



District Sub Registrar-II  
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Govt. of West Bengal  
Directorate of Registration & Stamp  
Revenue  
GRIPS eChallan



192024250309519558

GRN Details

GRN:	192024250309519558	Payment Mode:	SBI Epay
GRN Date:	10/12/2024 12:11:17	Bank/Gateway:	SBIePay Payment Gateway
BRN :	0844936422433	BRN Date:	10/12/2024 12:11:35
Gateway Ref ID:	470510122021278	Method:	Canara Bank NB
GRIPS Payment ID:	101220242030951954	Payment Init. Date:	10/12/2024 12:11:17
Payment Status:	Successful	Payment Ref. No:	2002986515/1/2024

[Query No\*/Query Year]












Depositor Details

Depositor's Name:	Mr SUN CNSTRUCTION
Address:	21/4, ASWINI DUTTA ROAD, KOLKATA- 700029
Mobile:	7890006513
EMAIL:	sunconstructionsun@yahoo.in
Period From (dd/mm/yyyy):	10/12/2024
Period To (dd/mm/yyyy):	10/12/2024
Payment Ref ID:	2002986515/1/2024
Dept Ref ID/DRN:	2002986515/1/2024

Payment Details












Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002986515/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	10020
2	2002986515/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				10041

IN WORDS: TEN THOUSAND FORTY ONE ONLY.

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	left hand					
	right hand					












Name NIVEDITA CHAKRABORTY

Signature Nivedita Chakraborty

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	left hand					
	right hand					

Name ANIRBAN CHAKRAVORTY

Signature Anirban Chakravorty

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					












Name SNATI CHATTERJEE

Signature Snati Chatterjee














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		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
	right hand					

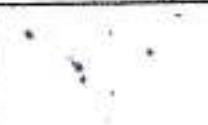
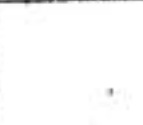





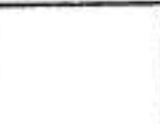


Name ..... ADRISHA CHAKRABORTY .....

Signature ..... Adrisha Chakraborty .....

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	left hand					
	right hand					

Name ..... JAY S. KAMDAR .....

Signature ..... J. S. Kamdar .....

		Thumb	1st finger	middle finger	ring finger	small finger
PHOTO	left hand					
	right hand					

Name .....

Signature .....



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**Government of West Bengal**  
**Directorate of Registration & Stamp Revenue**  
**FORM-1564**

**Miscellaneous Receipt**

<b>Visit Commission Case No / Year</b>	<b>1602001431/2024</b>	<b>Date of Application</b>	<b>13/12/2024</b>
<b>Query No / Year</b>	<b>16022002986515/2024</b>		
<b>Transaction</b>	<b>[0110] Sale, Development Agreement or Construction agreement</b>		
<b>Applicant Name of QueryNo</b>	<b>Mr PARTHA SANA</b>		
<b>Stampduty Payable</b>	<b>Rs.10,020/-</b>		
<b>Registration Fees Payable</b>	<b>Rs.53/-</b>		
<b>Applicant Name of the Visit Commission</b>	<b>Mr Partha Sana</b>		
<b>Applicant Address</b>	<b>alipore</b>		
<b>Place of Commission</b>	<b>92 Bidhannagar Road, City:- , P.O:- Ultadanga, P.S:-Ultadanga, District:-North 24-Parganas, West Bengal, India, PIN:- 700067</b>		
<b>Expected Date and Time of Commission</b>	<b>13/12/2024 7:00 PM</b>		
<b>Fee Details</b>	<b>K1: 50/-, K2: 500/-, PTA-K(2): 0/-, Total Fees Paid: 550/-</b>		
<b>Remarks</b>			



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue  
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16022002986515/2024

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt NIVEDITA CHAKRABORTY 92 Bidhannagar Road, City:-, P.O:- Ultadanga, P.S:-Ultadanga, District- North 24-Parganas, West Bengal, India, PIN:- 700067	Land Lord			Nivedita Chakraborty 16/12/2024
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr PARTHA SANA Son of Late R N SANA ALIPORE POLICE COURT, City:-, P.O:- ALIPORE, P.S:- Alipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700027	Smt NIVEDITA CHAKRABORTY, Smt ADRIJA CHAKRABORTY, Smt SWATI CHATTERJEE, ANIRBAN CHAKRAVORTI, JAY S KAMDAR			Partha Sana 16/12/2024

(Suman Basu)

DISTRICT SUB-  
REGISTRAR

OFFICE OF THE D.S.R. - I  
I SOUTH 24-PARGANAS  
South 24-Parganas, West  
Bengal



### Major Information of the Deed

Deed No :	I-1602-00530/2025	Date of Registration	15/01/2025
Query No / Year	1602-2002986515/2024	Office where deed is registered	
Query Date	25/11/2024 3:45:24 PM	D.S.R. - I I SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	PARTHA SANA ALIPORE POLICE COURT,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830737513, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4306] Other than Immoveable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 87,79,430/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,120/- (Article:48(g))	Rs. 53/- (Article:E, E, M(b), H)		
Remarks	Received Rs. 0/- ( only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Mahatma Gandhi Rd, Road Zone : (Premises Located on J.L. Sarani -- ) , Premises No: 1105, , Ward No: 124 Pin Code : 700082



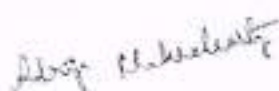


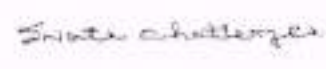


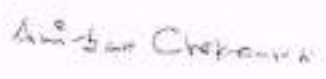
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bestu	5 Katha 6 Chatak 17 Sq Ft		86,29,430/-	Width of Approach Road: 20 Ft.,
Grand Total :				8.9077Dec	0 /-	86,29,430 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	0/-	1,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		500 sq ft	0 /-	1,50,000 /-	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Smt NIVEDITA CHAKRABORTY</b> Wife of Late BENOY KUMAR CHAKRABORTY 92 Bidhannagar Road, City:- , P.O:- Ultadanga, P.S:-Ultadanga, District:-North 24-Parganas, West Bengal, India, PIN:- 700067 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.: AUxxxxxx7H, Aadhaar No: 81xxxxxxxx5385, Status :Individual, Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 16/12/2024 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 16/12/2024 ,Place : Pvt. Residence			
2	<b>Name</b> <b>Smt ADRIJA CHAKRABORTY</b> Daughter of Late PINAKI CHAKRABORTY Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 10/12/2024 ,Place : Office	<b>Photo</b>  10/12/2024	<b>Finger Print</b>  Captured LTI 10/12/2024	<b>Signature</b>  10/12/2024
	8B-12/C SALT LAKE CITY, City:- , P.O:- BIDHANNAGAR, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-2XX0 , PAN No.: BWxxxxxxx4R, Aadhaar No: 76xxxxxxxx9987, Status :Individual, Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 10/12/2024 ,Place : Office			
3	<b>Name</b> <b>Smt SWATI CHATTERJEE</b> Wife of Dr BISWAJIT CHATTERJEE Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 10/12/2024 ,Place : Office	<b>Photo</b>  10/12/2024	<b>Finger Print</b>  Captured LTI 10/12/2024	<b>Signature</b>  10/12/2024
	68 FEEDER ROAD, City:- , P.O:- BELGHARIA, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700058 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX9 , PAN No.: AFxxxxxxx0P, Aadhaar No: 78xxxxxxxx9060, Status :Individual, Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 10/12/2024 ,Place : Office			
4	<b>Name</b> <b>Mr ANIRBAN CHAKRAVORTI</b> Son of Late BENOY KUMAR CHAKRABORTY Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 10/12/2024 ,Place : Office	<b>Photo</b>  10/12/2024	<b>Finger Print</b>  Captured LTI 10/12/2024	<b>Signature</b>  10/12/2024



BB-12/C SALT LAKE CITY, City:- , P.O:- BIDHANNAGAR, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700064 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX2 , PAN No.:: ACxxxxxx9B, Aadhaar No: 38xxxxxxxx2007, Status :Individual, Executed by: Self, Date of Execution: 10/12/2024 , Admitted by: Self, Date of Admission: 10/12/2024 ,Place : Office

#### Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SUN CONSTRUCTION</b> 21/4 ASWINI DUTTA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Date of Incorporation:XX-XX-2XX6 , PAN No.:: ABxxxxxx0A,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	Finger Print	Signature
	<p><b>Mr JAY S KAMDAR</b> <b>(Presentant )</b> Son of Late SHARAD H KAMDAR Date of Execution - 10/12/2024, , Admitted by: Self, Date of Admission: 10/12/2024, Place of Admission of Execution: Office</p>	 Dec 10 2024 4:58PM	 Captured 1/1 10/12/2024	 10/12/2024
<p>38A/26 JYOTISH ROY ROAD, City:- , P.O:- NEW ALIPORE, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.:: AKxxxxxx0L,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : SUN CONSTRUCTION (as AS PARTNER)</p>				

#### Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr PARTHA SANA</b> Son of Late R N SANA ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027		 Captured 10/12/2024	
Identifier Of Smt NIVEDITA CHAKRABORTY, Smt ADRIJA CHAKRABORTY, Smt SWATI CHATTERJEE, Mr ANIRBAN CHAKRABORTY, Mr JAY S KAMDAR			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt NIVEDITA CHAKRABORTY	SUN CONSTRUCTION-2.22693 Dec
2	Smt ADRIJA CHAKRABORTY	SUN CONSTRUCTION-2.22693 Dec
3	Smt SWATI CHATTERJEE	SUN CONSTRUCTION-2.22693 Dec
4	Mr ANIRBAN CHAKRAVORTI	SUN CONSTRUCTION-2.22693 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt NIVEDITA CHAKRABORTY	SUN CONSTRUCTION-125.00000000 Sq Ft
2	Smt ADRIJA CHAKRABORTY	SUN CONSTRUCTION-125.00000000 Sq Ft
3	Smt SWATI CHATTERJEE	SUN CONSTRUCTION-125.00000000 Sq Ft
4	Mr ANIRBAN CHAKRAVORTI	SUN CONSTRUCTION-125.00000000 Sq Ft

**Endorsement For Deed Number : I - 160200530 / 2025**

**On 10-12-2024**

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

Presented for registration at 14:47 hrs on 10-12-2024, at the Office of the D.S.R. - I | SOUTH 24-PARGANAS by Mr JAY S KAMDAR .

**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 87,79,430/-

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

Execution is admitted on 10/12/2024 by 1. Smt ADRIJA CHAKRABORTY, Daughter of Late PINAKI CHAKRABORTY, BB-12/C SALT LAKE CITY, P.O: BIDHANNAGAR, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu, by Profession House wife, 2. Smt SWATI CHATTERJEE, Wife of Dr BISWAJIT CHATTERJEE, 68 FEEDER ROAD, P.O: BELGHARIA, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700058, by caste Hindu, by Profession House wife, 3. Mr ANIRBAN CHAKRABORTY, Son of Late BENOY KUMAR CHAKRABORTY, BB-12/C SALT LAKE CITY, P.O: BIDHANNAGAR, Thana: North Bidhannagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700064, by caste Hindu, by Profession Business

Identified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

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

Execution is admitted on 10-12-2024 by Mr JAY S KAMDAR, AS PARTNER, SUN CONSTRUCTION (Partnership Firm), 21/4 ASWINI DUTTA ROAD, City:- , P.O:- SARAT BOSE ROAD, P.S:-Lako, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Identified by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 53.00/- ( E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 10/12/2024 12:11PM with Govt. Ref. No: 192024250309519558 on 10-12-2024, Amount Rs: 21/-, Bank: SBI EPay ( SBIEPay), Ref. No. 0844936422433 on 10-12-2024, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 10,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 045059, Amount: Rs.100.00/-, Date of Purchase: 22/11/2024, Vendor name: SUBHANKAR DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 10/12/2024 12:11PM with Govt. Ref. No: 192024250309519558 on 10-12-2024, Amount Rs: 10,020/-, Bank: SBI EPay ( SBIEPay), Ref. No. 0844936422433 on 10-12-2024, Head of Account 0030-02-103-003-02

Suman Basu

**DISTRICT SUB-REGISTRAR**

**OFFICE OF THE D.S.R. - I | SOUTH 24-PARGANAS**

**South 24-Parganas, West Bengal**



On 16-12-2024

**Endorsement by Commissioner after execution of Visit Commission Case No:-001431 of 2024**

Having visited the residence of Smt NIVEDITA CHAKRABORTY, , Wife of Late BENOY KUMAR CHAKRABORTY, 92 Bidhannagar Road, P.O: Ultadanga, Thana: Ultadanga, , North 24-Parganas, WEST BENGAL, India, PIN - 700067, by caste Hindu, by profession House wife I have this day examined the said Smt NIVEDITA CHAKRABORTY who has been identified to my satisfaction by Mr PARTHA SANA, , Son of Late R N SANA, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Deed Writer AND the said Smt NIVEDITA CHAKRABORTY has admitted the execution of this document



Suman Basu  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

On 15-01-2025

**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.



Suman Basu  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. - I | SOUTH 24-  
PARGANAS  
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1602-2025, Page from 33033 to 33083

being No 160200530 for the year 2025.



Digitally signed by Suman Basu  
Date: 2025.01.15 19:00:06 +05:30  
Reason: Digital Signing of Deed.

(Suman Basu) 15/01/2025

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS

West Bengal.