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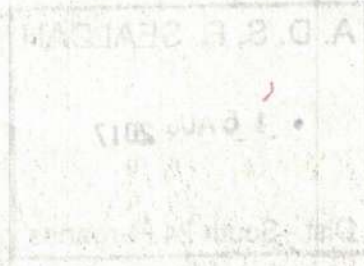
Certified that this document is admitted to Registration. The signature sheet and the Endorsement sheet attached to the document are part of this document

Additional District Sub Registrar  
Sealdah

16 AUG 2017

DEVELOPMENT AGREEMENT

1. Date : 16<sup>th</sup> day of August, 2017
2. Place : Kolkata.



53522

**KABIRUL ISLAM**  
ADVOCATE

NAME.....  
ADD.....  
RS.....  
- 9 AUG 2017  
**SURANJAN MUKHERJEE**  
Licensed Stamp Vendor  
C. C. Court  
2 & 3, K. S. Roy Road, Kol-1

- 9 AUG 2017



**A. D. S. R. SEALDAH**

• 16 AUG 2017

Dist.- South 24 Parganas

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

GEN: 19-201718-005550478-1      Payment Mode      Online Payment  
 GRN Date: 10/08/2017 13:47:51      Bank :      State Bank of India  
 BRN : IK00GTNBR3      BRN Date: 10/08/2017 13:50:13

**DEPOSITOR'S DETAILS**

Id No. : 16061000279895/3/2017  
[Query No./Query Year]

Name : AVIJIT BOSE  
 Contact No. :      Mobile No. : +91 9830995537  
 E-mail :  
 Address : 223 RAJA MANINDRA ROAD KOL 37  
 Applicant Name : Mr Kabiru. Islam  
 Office Name :  
 Office Address :  
 Status of Depositor : Buyer/Claimants  
 Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement  
 Payment No 2

**PAYMENT DETAILS**

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [ ₹ ]
1	16061000279895/3/2017	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	16061000279895/3/2017	Property Registration- Registration Fees	0030-03-104-001-16	10021
<b>Total</b>				<b>45042</b>

In Words : Rupees Forty Five Thousand Forty Two only

3. **PARTIES:**

- 3.1. **UNITED MERCHANT GROUP (having Pan AADFU5228K)**, a Partnership Firm having its principal place of business at 21/H/37/5, Raja Manindra Road, Post Office – Belgachia, Police Station – Chitpur, Kolkata – 700 037, District – South 24 Parganas, being represented by its authorised managing partners, **(1) SRI DILIP GHOSH (having pan ADXPG6677K)**, son of Late Madhusudan Ghosh, residing at 13C, Birpara Lane, Post Office – Ghughudanga, Police Station – Chitpur, Kolkata – 700 030, District – South 24 Parganas, **(2) SRI GANESH BHATTACHARYYA (having pan AIPB5222B)**, son of Late Shambhunath Bhattacharyya, residing at 62B, Kshudiram Bose Sarani, Post Office – Belgachia, Police Station – Tala, Kolkata – 700 037, District – South 24 Parganas; **(3) SRI ANANDA PATHAK (having pan AFYPP9167Q)**, son of Late Atul Chandra Pathak, residing at 9A, Uma Kanta Sen Lane, Post Office – Ghughudanga, Police Station – Chitpur, Kolkata – 700 030, District – South 24 Parganas, all are by faith – Hindu, by Occupation – Business, by Nationality – Indian, 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** legal heirs, executors, administrators, representatives and assigns) **OF THE ONE PART.**

**A N D**

- 3.2. **M/S. ANUSHKA CONSTRUCTION (having Pan AOSPB4867N)**, a proprietorship concern having its registered office at 22/3, Raja Manindra Road, Post Office – Belgachia, Police Station – Ultadanga, Kolkata – 700 037, District - South 24 Parganas, being represented by its proprietor **SRI ABHIJIT BOSE (having Pan AOSPB4867N)**, son of Sri Rabi Bose, by Faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at 22/3, Raja Manindra Road, Post Office – Belgachia, Police Station – Ultadanga, Kolkata – 700 037, District - South 24 Parganas, 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 **his** legal heirs, executors, administrators, representatives and assigns) **OF THE OTHER PART.**

The Owner 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 land hereditaments and premises containing by estimation an area of **7 (seven) Cottahs 2 (two) Chittacks 20 (twenty) Sq.ft.** be the same a little more or less together with **150 Sq.ft.** tile shed structure standing thereon including all easement rights and appurtenances thereto lying situate at and being Premises No. 64/1, Kshudiram Bose Sarani, Kolkata – 700 037 under the Police Station of Ultadanga within the limits of Kolkata Municipal Corporation in Ward No. 3 under Assessee No.

11003090987-2 in the District of South 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. **Owner's Representations:** The Owner **has** represented and warranted to the Developer as follows:

5.1.1. **Ownership :**

(A) By an order made by the Honorable Justice on 11<sup>th</sup> day of December, 1893 in Suit No. 41 of 1889 in the High Court at Judicature at Fort William of Bengal in Ordinary Original Civil Jurisdiction the predecessors-in-interest of the Vendor herein Sarat Chandra Sinha acquired right, title, interest amongst other **ALL THAT** piece or parcel of land measuring or containing by together with structure thereon being Plot No. 139 (portion), 140 and 141, being portion of North Eastern Side of Premises No. 64/1, Belgachia Road now renamed as Premises No. 64/1, Kshudiram Bose Sarani, Kolkata – 700 037 under the Police Station of Ultadanga within the Limits of Kolkata Municipal Corporation and while the said Sarat Chandra Sinha possessed of amongst other the said Property and particularly mentioned and described in the Schedule hereunder written he died intestate leaving behind his son Raja Birendra Chandra Sinha who acquired the right, title, interest amongst other the said Property and the said Birendra Chandra Sinha executed a Will during his life time and after his demise in compliance with the direction of the said Will and after obtaining Probate Kumar Jagadish Chandra Sinha became the absolute Owner amongst other the said Property mentioned above and more fully described in the Schedule herein under written.

(B) Thereafter the said Kumar Jagadish Chandra Sinha mutated his name in respect of the said Property being Premises No. 64/1, Kshudiram Bose Sarani (formerly Belgachia Road), Kolkata – 700 037 in the records of the Kolkata Municipal Corporation under **Assessee No.110030909872.** and subsequently he made a two storied building and tile shed structure thereon on the **Northern side (Front Portion)** of the said Premises **and inducted Tenants therein the said entire building and tile shed structure on monthly tenancy basis.**

(C) During the life time the said Kumar Jagadish Chandra Sinha made and published his Last Will and Testament dated 27.05.1976 and duly registered on 27.09.1976 in the office of the Sub-Registrar at Sealdah in Book No. III, Volume No. III, Pages 90 to 93, Being No. 103 for the year 1976 wherein and where under he bequeath the Property particularly mentioned and described in the Schedule hereunder written amongst other moveable and immovable Properties unto and in favour of the legatees therein namely his wife Smt. Archana Sinha, only son Sri Debasis Sinha, daughter-in-law Smt. Rita Sinha, wife of Sri Debasis Sinha and granddaughter namely Smt. Debarati Sinha, daughter of Sri Debasis Sinha by appointing his only son the said Sri Debasis Sinha as a sole Executor of his said Will on the terms and conditions as contained therein his said Last Will and Testament.

(D) The said Kumar Jagadish Chandra Sinha died on **03.07.1994** and unfortunately his said only son Debasis Sinha also died on **23.07.1994** and upon the demise of said Kumar Jagadish Chandra Sinha and Debasis Sinha the said Smt. Rita Sinha duly obtained the Probate of the Last Will of the said Kumar Jagadish Chandra Sinha from the Testamentary Intestate Jurisdiction of the Hon'ble High Court at Calcutta vide No. **9 of 1995** and subsequently the said Smt. Archana Sinha, wife of Late Kumar Jagadish Chandra Sinha also died on **19.11.2010**.

(E) In terms and provisions of the said Will of the said Kumar Jagadish Chandra Sinha the erstwhile Vendor namely, Smt. Rita Sinha and Smt. Debarati Sinha thus became the absolute Owners of **ALL THAT** piece or parcel of the land hereditaments and premises containing by estimation an area of **7 (seven) Cottahs 2 (two) Chittacks 20 (twenty) Sq.ft.** be the same a little more or less together with **150 Sq.ft.** tile shed structure lying and situate at and being **North-East** portion of the said Premises No. 64/1, Kshudiram Bose Sarani (formerly Belgachia Road), Kolkata – 700 037 under the Police Station of Ultadanga within the limits of Kolkata Municipal Corporation in Ward No. 03 in the District of South 24-Parganas free from all encumbrances whatsoever.

(F) By virtue of a Deed of Conveyance dated 16.04.2013 duly registered in the Office of the District Sub-Registrar-III at Alipore in Book No. I, CD Volume No. 9, Pages from 8547 to 8565, Being No. 04739 for the year 2013, the said Smt. Rita Sinha and Smt. Debarati Sinha indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of the said land hereditaments and premises containing by estimation an area of **7 (seven) Cottahs 2 (two) Chittacks 20 (twenty) Sq.ft.** be the same a little more or less together with **150 Sq.ft.** tile shed structure lying and situate at and being **North-East** portion of the said Premises No. 64/1, Kshudiram Bose Sarani (formerly Belgachia Road), Kolkata – 700 037 under the Police Station of Ultadanga within the limits of Kolkata Municipal Corporation in Ward No. 03 in the District of South 24-Parganas particularly mentioned and described in the Schedule thereunder written and more clearly delineated with Red border line in the sketch Map or Plan annexed thereto unto and favour of the **United Merchant Group** herein free from all encumbrances, liens, lispensens, attachments, claims and demands in manner whatsoever.

(G) After purchase of the said Premises the said **United Merchant Group** mutated its name in respect thereof in the records of the Kolkata Municipal Corporation and upon mutation the said Municipal Corporation assessed the said Premises under Assessee No. **110030909872**

(H) By virtue of the said purchase the said **United Merchant Group** thus became the absolute owner of **ALL THAT** piece or parcel of the said land hereditaments and premises containing by estimation an area of **7 (seven) Cottahs 2 (two) Chittacks 20 (twenty) Sq.ft.** be the same a little more or less together with **150 Sq.ft.** tile shed structure lying and situate at and being **North-East** portion of the said Premises No. 64/1A, Kshudiram Bose Sarani (formerly Belgachia Road), Kolkata –

700 037 under the Police Station of Ultadanga within the limits of Kolkata Municipal Corporation in Ward No. 03 in the District of South 24-Parganas free from all encumbrances manner whatsoever.

(H) While remained in absolute possession and enjoyment thereof of the said Premises, one of the Partners of the said **United Merchant Group** namely Sri Rabindranath Sarkar indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned **ALL THAT** piece or parcel of the land hereditaments and premises containing by estimation an area of **343.33 Sq.ft.** be the same a little more or less together with a tile shed structure measuring **10 Sq.ft.** being the undivided **1/15<sup>th</sup> share** of the said land measuring an area of **7 (seven) Cottahs 2 (two) Chittacks 20 (twenty) Sq.ft.** be the same a little more or less together with **150 Sq.ft.** tile shed structure including all easement rights and appurtenances thereto being the Premises No. 64/1A, Kshudiram Bose Sarani (formerly Belgachia Road), Kolkata – 700 037 under the Police Station of Ultadanga within the limits of Kolkata Municipal Corporation under in Ward No. 03 in the District of South 24-Parganas by way of a registered Deed of Conveyance dated 09.08.2017 duly registered in the Office of the Additional District Sub-Registrar at Sealdah recorded in Book No. I, Volume No. 1606-2017, Pages from 58894 to 58917, Being No. 160602129 for the year 2017 unto and in favour of the **United Merchant Group**, represented by its present three Partners namely (1) Sri Dilip Ghosh (2) Sri Ganesh Bhattacharyya and 3) Sri Ananda Pathak, free from all encumbrances whatsoever.

(I) Thus the Owner herein the said **United Merchant Group** became the absolute owner and seized and possessed of and /or otherwise well and sufficiently entitled to **ALL THAT** piece or parcel of the said land hereditaments and premises containing by estimation an area of **7 (seven) Cottahs 2 (two) Chittacks 20 (twenty) Sq.ft.** be the same a little more or less together with **150 Sq.ft.** tile shed structure lying and situate at and being **North-East** portion of the said Premises No. 64/1A Kshudiram Bose Sarani (formerly Belgachia Road), Kolkata – 700 037 under the Police Station of Ultadanga within the limits of Kolkata Municipal Corporation in Ward No. 03 in the District of South 24-Parganas particularly mentioned and described in the First Schedule hereunder written and hereinafter referred to as the **SAID PROPERTY** free from all encumbrances, liens, lispens, attachments, claims and demands in manner whatsoever.

- 5.1.2. **Absolute Entitlement:** In the manner stated above, the Owner herein became the sole and absolute Owner of the said Property. No person or persons other than the Owner 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 Owner in the said Property is free from all encumbrances whatsoever and **he has** a good and marketable title thereto.
- 5.1.4. **No Requisition, Acquisition and Attachment:** The Owner confirms 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 **has** been received or come to the notice of the Owner 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 Owner confirms 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 entire Property is in khas, vacant, peaceful and absolute possession of the Owner herein and no person or persons is or are in possession of the said Property and any part thereof.
- 5.2. **Decision to Develop:** The Owner herein **has** decided to develop the said Property and construction of a **multi-storied** ownership Building thereon together with various common service areas, amenities and facilities to be appended thereto the said 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 Owner herein approached the Developer and made the above representations and requested the Developer to take up the development of the said Property.
- 5.5. **Reliance on Representations:** Relying on the representations of the Owner, the Developer herein **has** agreed to develop and commercially exploit the said Property by constructing the said Building comprising of Flats/ Units / Car Parking Spaces 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 **Kolkata Municipal Corporation** 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 Owner 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 Owner 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 the said Building and dealing with the same after setting aside the **Owner's 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. **Owner's consideration:**
- 7.1. **Owner's Allocation:** The Developer shall, at its own costs and expenses, construct, finish, complete and deliver to the Owner, along with existing tenants undisputed possession of **50% share of the total constructed**



area of the said proposed Building comprised of the said Property, in habitable condition and according to the Plan (**Owner's Allocation**) as follows: **a) 50% of the Ground floor (South-East Portion), b) Entire Second floor, c) Entire Fourth floor** which includes Flats/Units/Apartments/Car Parking Spaces comprised of the said Building. It is clarified that the Owner's Allocation shall include proportionate undivided, impartible and indivisible share in (1) the common areas, amenities and facilities made available in the said Building such as paths, passages, stairway, electric meter room, pump room, underground reservoir, 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. That if the owner shall use any portion as commercial purposes in the proposed building in that event the owner shall pay the cost for conversation to the KMC for commercial purposes and (2) the land contained in the said Property and the Owner further will be entitled to get the sum of **Rs.10,00,000/- (Rupees Ten Lacs)** only as a interest free refundable money from the Developer in the manner as follows :-

That on signing of this Development Agreement **Rs. 10,00,000/- (Rupees Ten Lacs)** only.

- 7.2 **Original Documents** : The copy of the all original Title Deeds and/or any other documents in respect of the said Property shall be handed over by the Owner to the Developer at the time of execution of this Development Agreement and all original thereof will be shown at any time as and when as required by the Developer.
8. **Developer's Consideration:**
- 8.1. **Developer's Allocation:** The Developer shall be fully and completely entitled to get **the 50% share of the total constructed area** of the said proposed Building comprised of the said Property after allocating the Owner's 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 as follows: **a) 50% of the Ground floor (North-East Portion), b) Entire First floor, c) Entire Third floor** 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 (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 Owner shall make over khas and vacant possession of the entirety of the said Property **within one month** from the date of execution of this Development Agreement 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 Owner will be liable to grant to the Developer and / or its nominees a Development Power of Attorney for sanction of the Building Plan / Additional / Revised / Modified Plan / application for Completion Certificate from the **Kolkata Municipal**

Corporation 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 Owner doth hereby undertake that he 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 Project :**
- 11.1. **Sanction of Plan and Demarcation of Allocations:** The Developer shall at its own cost appoint an Architect on behalf of the Owner and through the said Architect the Developer shall have prepared, submitted and sanctioned the building plan from the **Kolkata Municipal Corporation** AND Immediately after sanctioned of the building plan the respective allocations of the both Parties herein shall be demarcated, if required .
- 11.2. **Construction of the Building :** The Developer shall, at its own costs and without creating any financial or other liability on the Owner, 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 Owner will bear no responsibility in this context.
- 11.3. **Construction Time:** Subject to the Owner meeting all his 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 **2 (Two) years** from the date of receipt of the sanctioned Building Plan from the **Kolkata Municipal Corporation** with a maximum extension period of **6 (Six) months** only.
- 11.4. **Utilities:** The Developer shall at its own cost, install and erect the said Building with pump, overhead reservoir, Lift, temporary electric connection until permanent electric connection is obtained and sewerage connection, the prospective Purchasers (collectively **Transferees**) of the apartments/spaces in the said Building (Units) shall pay the deposits and other charges levied by **C.E.S.C. Ltd.** The Owner shall also pay the charge : levied by **C.E.S.C. Ltd.** after handing over the Owner's Allocation. Similarly, the Transferees and Owner, shall bear proportionate costs and charges for generator, transformer, filter water plant etc. which shall be paid to the Developer on demand.
- 11.5. **Building Materials:** The Developer shall be authorized in the name of the Owner 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 Owner and required for the construction of the said Building but in no circumstances the Owner shall be responsible for their price/value, storage and quality.
- 11.6. **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain temporary connections of water, electricity and drainage/sewerage.
- 11.7. **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 **Kolkata Municipal Corporation** and / or any other concerned

Authority or Authorities Rules **provided however** no alteration or modification shall be made in the Owner's Allocation without the consent of the Owner in writing.

- 11.8. **No Obstruction:** The Owner 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 Building :**
- 12.1. **Owner's Allocation;** Subject to the provisions of **Clause No. 7.1** above, the Owner shall be exclusively entitled to the Owner's Allocation and shall be entitled to transfer or otherwise deal with the Owner's Allocation in any manner the Owner deems 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 Owner's Allocation. It is however understood that the dealings of the Owner with regard to the Owner's Allocation shall not in any manner fasten or create any financial liabilities upon the Developer. However, any transfer of any part of the Owner's 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 Owner's 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 Owner 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. 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 Owner. 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 Owner's Allocation to the Owner, the Owner 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 Owner 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 Owner 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 and concern, shall be uniformly adopted in the documentation.

13. **Kolkata Municipal Corporation Taxes and Outgoings:**

13.1. **Relating to Period prior to sanction of Plan:** All Corporation 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 Owner 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 Corporation rates, taxes and other outgoings in respect of the said Property or any part thereof till such time the possession of the Owner's Allocation is given to the Owner 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 or parts thereof are completed (as certified by the Architect) the Developer shall give a written notice to the Owner requiring the Owner to take possession of the Owner's Allocation or part thereof and the Owner shall take possession within **30 (thirty)** days from the date of such notice, failing which it shall be deemed that the Owner **has** taken possession, whether or not the Owner take physical possession and all liabilities with regard to payment of Corporation taxes and other outgoings as mentioned in **Clause No. 14.2** below shall commence. It is clarified that since the Building may be constructed, possession may be given by the Developer.

14.2. **Possession Date and Rates:** On and from such date of taking physical possession or deemed possession as afore stated (**Possession Date**), the Owner 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 Owner's 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 Owner 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 Owner hereby agrees 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:** For a period of **12(twelve) months** from the possession date or till such time the Association is formed, whichever is earlier, the Developer shall manage and maintain the Common Portions of the said Building, upon the Owner and the Transferees paying and bearing, forthwith on demand, 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:** Should the Owner or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates, within **15 (fifteen) days** of demand in this behalf, the defaulter shall be liable to pay interest on the amount outstanding 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 Owner's 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 Owner 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 Owner 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 Owner 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 Owner 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 Owner nor the Transferees shall leave or keep any goods or other items for display or otherwise in the lobbies, staircase, 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 Owner 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 Owner and the Transferees shall permit the Developer/Association, with or without workmen, at all reasonable time, to enter into and upon the Owner's Allocation and the Transferees Units and every part thereof.
16. **Owners' Obligations:** The Owner 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 the said 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 Owner shall be borne by the Owner.
- 16.4. **No Dealing with the Property:** Not to let-out, grant lease, mortgage and/or charge the 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 Owner has 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 Owner that subject to the Owner meeting all its 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 **2 (Two) years** from the date of receipt of the sanctioned Building Plan from the **Kolkata Municipal Corporation** and/or handing over full vacant possession of the said Property to the Developer 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 **Kolkata Municipal Corporation or any authority** imposes any Additional Development Charge or other charge, then the Owner 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 Owner 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 Owner's Allocation:** The Developer hereby agrees and covenants with the Owner not to do any act, deed or thing whereby the Owner is prevented from enjoying, selling, assigning and/or disposing of any part or portion of the Owner's Allocation.
18. **Owner's Indemnity:**
- 18.1. **Title:** The Owner shall always be responsible for giving good and marketable title to the Developer and the Transferees and the Owner doth hereby indemnify and agree to keep indemnified the Developer and the Transferees in this regard.
- 18.2. **Developer's Allocation:** The Owner hereby undertakes that the Developer shall always be entitled to the Developer's Allocation and shall enjoy the same without any interference or disturbances by the Owner and to this effect the Owner 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 Owner 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.
20. **Miscellaneous:**
- 20.1. **No Partnership;** The Owner 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.
- 20.2.1. **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 Owner. Further, various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owner also undertakes 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 Owner and/or go against the spirit of this Agreement.

- 20.2.2. **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.
- 20.2.3. **Taxation:** The Owner 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 Owner 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 Owner's Allocation and the Owner 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 Owner is bound to pay the **GST** if applicable, in respect of the Owner's Allocation just after execution of this Development Agreement to the Developer if the Owner next any delay for paying it to the Developer then the Owner will be completely liable for the interest, penalty or any further proceedings.
- 20.3. **Defaults:**
- 21.1. **Of Developer:** In the event the Developer fails and/or neglects to complete the construction of the said Building within the Stipulated Period, then the Owner herein will be entitled to take over the possession of the said proposed construction upon payment of total construction cost (the said cost will be fixed by the certificate of the approved Valuer) so to be invested by the Developer and upon receiving the said investment from the Owner herein, the Developer will be bound to hand over the peaceful possession of the said proposed project to the Owner and/or its nominee or nominees, as the case may be.
- 20.4. **Of Owner:** In the event the Owner fails and/or neglects to perform any of its obligations under this Agreement, the Developer shall be entitled to all losses and damages suffered by the Developer for such non-performance of the Owner.
- 20.5. **Restriction:**
- (i) If the Developer constructs in future a further storey on and upon the said multi-storied building subject to approval of the Kolkata Municipal Corporation then and on that event the Owner and the Developer both will be liable and responsible to bear all costs towards KMC or any other local demands in equal share and both will be entitled to receive the sale proceeds towards the said extra floor in equal share after handing over the Owner's Allocation to the Owner herein and in that case the Developer first will be entitled to take half portion of the said Floor at its own choice exclusively and thereafter the Owner herein will be entitled to hold the balance half portion of the said Floor.
- (ii) 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.
- (iii) At the time of possession the allocation of the Owner will be liable and responsible to refund the said interest free refundable money the amounting to **Rs10,00,000/- (Rupees Ten Lacs)** only to the Developer herein.



- 20.6. **Compensation and/or Demurrage** : If the Developer fails and/or neglects to complete the said Project within the said stipulated period mentioned hereinabove then and in that case the Developer will be liable to pay the amount of Rs. 1,00,000/- (Rupees One Lac) only per month to the Owner herein as a compensation and/or demurrage charge till the date of completion of the said Project and/or the date of handing over the Owner's Allocation to the Owner herein.
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. **Arbitration:**
- 23.1. **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 Owner, 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.
- 23.2. **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.
24. **Jurisdiction:**
- 24.1. **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.
25. **Name of the Building:**
- 25.1. 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 the land hereditaments and premises containing by estimation an area of **7 (seven) Cottahs 2 (two) Chittacks 20 (twenty) Sq.ft.** be the same a little more or less together with **150 Sq.ft.** tile shed structure aged about 10 years and cemented flooring lying and situate at and being Northern portion of the said Premises No. – 64/1A, Kshudiram Bose Sarani (formerly Belgachia Road), Kolkata – 700 037 under the Police Station of Ultadanga within the limits of Kolkata

Municipal Corporation in Ward No. – 3, Assesse No. 11003090987-2 in the District of South 24 Parganas is butted and bounded in the manner as follows:

<b><u>ON THE NORTH</u></b>	:	Kshudiram Bose Sarani; (Milk colony/Dutta Bagan More – Patipukur Bazar)
<b><u>ON THE SOUTH</u></b>	:	Portion of Premises No. 64/1/15, Kshudiram Bose Sarani;
<b><u>ON THE EAST</u></b>	:	Kshudiram Bose Sarani;
<b><u>ON THE WEST</u></b>	:	Premises No. 64/1, Kshudiram Bose Sarani;

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE OWNER'S ALLOCATION)**

The Developer shall, at its own costs and expenses, construct, finish, complete and deliver to the Owner, along with existing tenants undisputed possession of **50% share of the total constructed area** of the said proposed Building comprised of the said Property, in habitable condition and according to the Plan **(Owner's Allocation)** as follows: **a) 50% of the Ground floor (South-East Portion), b) Entire Second floor, c) Entire Fourth floor** which includes Flats/Units/Apartments/Car Parking Spaces comprised of the said Building. It is clarified that the Owner's Allocation shall include proportionate undivided, impartible and indivisible share in (1) the common areas, amenities and facilities made available in the said Building such as paths, passages, stairway, electric meter room, pump room, underground reservoir, 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. That if the owner shall use any portion as commercial purposes in the proposed building in that event the owner shall pay the cost for conversation to the KMC for commercial purposes and (2) the land contained in the said Property and the Owner further will be entitled to get the sum of **Rs.10,00,000/- (Rupees Ten Lacs)** only as a interest free refundable money from the Developer in the manner as follows :-

That on signing of this Development Agreement **Rs. 10,00,000/- (Rupees Ten Lacs)** only.

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

The Developer shall be fully and completely entitled to get **the 50% share of the total constructed area** of the said proposed Building comprised of the said Property after allocating the Owner's 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 as follows: **a) 50% of the Ground floor (North-East Portion), b) Entire First floor, c) Entire Third floor** 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 (2) the land contained in the said Property particularly mentioned and described in the **Third Schedule** hereunder written.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATIONS OF THE BUILDING)**

**GENERAL :**

The building shall be R.C.C. Framed structure and cement, sand and brick works as per Design by the Architect and Designer. It will be painted externally with snowcem.

**FOUNDATION :**

Foundation bedding shall be 3" thick R.C.C. (1:2:4) with brick ballast.

**R.C.C. WORKS :**

Providing and laying cement concrete with reinforcement in columns footing, beams, lintels, sunshades, columns, floor slab (1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, roof) staircase, slab lofts, etc. As per design, by designer.

**BRICK WALLS :**

All exterior and interior brick works shall be 8", 5" and 3" thick with cement sand mortar.

**GROUND FLOORING BEDDING :**

Ground flooring bedding shall be 4" thick average, P.C.C. (1:3:6) Over 3" thick. B.F.S. and polythene. Plinth earth will be termite treatment.

**PLASTER :**

Inside and Outside walls of the building shall be plain single layer plastered with cement sand mortar.

**FLOOR FINISH DADO, SKIRTING ETC. :**

- a) All bed rooms, drawing-cum-dining, Kitchen, toilets and balcony finished by Marwar super First Marble with 6" skirting.
- b) All Toilets & Kitchen with 4" skirting with marble flooring.
- c) 4'-0" height ISI marked glazed tiles fittings on cooking platform. Cooking Table with Black Stone (5'-0" x 1'-9")
- d) Dado will be upto 6'-0" height above 5" height. Skirting with colour ISI marked glazed tiles in toilets.
- e) Stair case & Flooring of the stair fully by marble.

**WALL FINISHING WORKS :**

All internal wall surface will be finished by plaster of Paris over plain single layer plaster.

**DOOR AND WINDOW :**

1. MAIN ENTRANCE DOOR : Malaysia Sal wood door frame (4" x 3") with segun panelled Palla with one magic eye hole night latch (Godrej)

2. INSIDE DOORS : a) Flush door with Commercial Ply painted with synthetic enamel.(ISI marked) with Godrej Lock & fittings.  
b) Malaysia Sal wood frame (3" x2.5")  
c) Toilet shall be commercial ply door.
3. WINDOWS : All windows will be steel/Aluminium channel with Glass with Grill.

**TOILET :**

One European type & one Indian type pan (Hindware or Parryware) with Lowdown cistern, one shower and two taps in each toilet and one water basin (Hindware) in each toilet will be provided. One Point for hot and cold water line with fittings (mark or Escoco) PVC supreme or Oriplast.

**ROOF :**

1. 3' height x 5" thick parapet wall (Cement Sand Brick) work will be provided all around the roof slab.
2. P.V.C. rain water pipe for proper drainage from roof.
3. Roof slab will be covered with I.P.S. flooring.
4. One Wooden panelled door will be provided with necessary minimum fittings.

**ELECTRICAL INSTALLATIONS:**

1. One fan point, three light points and one plug point in drawing and dining space.
2. One fan point, two light points and one plug point in each Bed room on same switch board.
3. Three points each in Toilets and Kitchen (one light, one exhaust and one Geyser point) with four points for Micro Oven & Chimney.
4. All concealed wiring will be I.S. Standard copper wire to be provided.
5. One Power point in kitchen.
6. Two Power points in for Fridge and T.V.
7. One Calling Bell in Flat entrance.
8. One Light point in Flat entrance.
9. A. C point will be provided in all Bed Rooms and Drawing Room.
10. All wire will be Finolex or Havells.

26. **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

at Kolkata

in the presence of :-

1. Sam Kan ND

21/11/35/ R.M. Road.  
CA 37

2. Sam Sub

58/13, Balgach Road  
WB-37

UNITED MERCHANT GROUP

*Dilip Ghosh*

Partner

UNITED MERCHANT GROUP

*Ganesh Bhattacharya*

Partner

UNITED MERCHANT GROUP

*Ananda Patra*

Partner

Signature of the Owner

ANUSHKA CONSTRUCTION

*Audit Bose*

Proprietor

Signature of the Developer

Drafted by :-

*Kabirul Islam.*

KABIRUL ISLAM  
ADVOCATE.

HIGH COURT, CALCUTTA

WB/250/1995

RECEIVED 9 2 1995

1995 04 01

RECEIVED 10 10 1995

RECEIPT

RECEIVED of and from the within named Developer the within mentioned sum of **Rs. 10,00,000/- (Rupees Ten Lakhs.)** only as interest free refundable money under this Development Agreement as per Memo of Consideration given hereunder.

MEMO OF CONSIDERATION

Through RTGS being No. UCBAR52017080700048414 Dated 07.08.2017 of UCO Bank, Belgachia branch.

WITNESSES:

1. *Ban Ken H S*

2. *Bin Sli*

**UNITED MERCHANT GROUP**

*Nilip Ghosh*

Partner

**UNITED MERCHANT GROUP**

*Ganesh Bhattacharya*

Partner

**UNITED MERCHANT GROUP**

*Arunda Sen*

Partner

.....  
Signature of the Owner

Drafted by :-

*Kabirul Islam.*

KABIRUL ISLAM

ADVOCATE

HIGH COURT, CALCUTTA

WB/250/1995

# SPECIMEN FORM FOR TEN FINGERPRINTS



*Alip Singh*

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



*Ganesh Bhatnagar*

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



*Anand Kumar*

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



*Ajit Singh*

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

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

UNITED MERCHANT GROUP



01/04/2012

Permanent Account Number

AADFU5228K

08032013

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटारें :  
आयकर सैन सेवा इकाई, एन एस डी एल  
तीसरी मंजील, सफायर चेंबर्स,  
बानेर टेलिफोन एक्सचेंज के नजदीक,  
बानेर, पुना - 411 045.

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

Tel: 01-20-2721 8080 Fax: 01-20-2721 8081  
e-mail: [lninfo@nsdl.co.in](mailto:lninfo@nsdl.co.in)



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

DILIP GHOSH

MADHUSUDAN GHOSH

02/01/1969

Permanent Account Number

ADXP6677K

*Dilip Ghosh*

Signature



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

GANESH BHATTACHARYYA

S N BHATTACHARYYA

06/10/1963  
Permanent Account Number

AIPB5222B

*Ganesh Bhattacharyya*  
Signature



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

यह कार्ड से ज्ञान पर कृपया सूचित करें / नोंटाए :  
आयकर पैन सेवा यूनिट, UTHSL  
प्लॉट नं: ३, सेक्टर ११, सी.बी.डी. बेलपुर,  
नवी मुंबई-४०० ६१४.

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER

AFYPP9167Q



नाम /NAME

ANANDA PATHAK

पिता का नाम /FATHER'S NAME

ATUL CHANDRA PHATAK

जन्म तिथि /DATE OF BIRTH

01-01-1950

हस्ताक्षर /SIGNATURE

*Ananda Pathak*

*B. Das*

आयकर आयुक्त, प.बं.-XI

COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / मिल जाने पर कृपया जारी करने वाली प्राधिकारी को सूचित / वापस कर दें  
संयुक्त आयुक्त (पद्धति एवं तकनीकी),  
पी-7,  
चौरंगी स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/ found, kindly inform/return to  
the issuing authority :  
Joint Commissioner of Income-tax (Systems & Technical),  
P-7,  
Chowringhee square,  
Calcutta- 700 069.

आयकर विभाग

INCOME TAX DEPARTMENT

AVIJIT BOSE

RABI BOSE

10/06/1987

Permanent Account Number

AOSPB4867N

*Avijit Bose*

Signature



भारत सरकार

GOVT. OF INDIA



## Major Information of the Deed

Deed No :	I-1606-02175/2017	Date of Registration	16/08/2017
Query No / Year	1606-1000279895/2017	Office where deed is registered	
Query Date	08/08/2017 10:39:00 AM	A.D.S.R. SEALDAH, District: South 24-Parganas	
Applicant Name, Address & Other Details	Kabirul Islam High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831082169, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,19,53,263/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 10,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Ultadanga, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kshudiram Bose Sarani, Road Zone : (Milk Colony /Dutta Bagan More -- Patipukur Bazar) , , Premises No. 64/1A, Ward No: 3

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu		7 Katha 2 Chatak 20 Sq Ft		2,19,09,388/-	Property is on Road
<b>Grand Total :</b>					<b>11.8021Dec</b>	<b>0 /-</b>	<b>219,09,388 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	150 Sq Ft.	0/-	43,875/-	Structure Type: Structure
Gr. Floor, Area of floor : 150 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>150 sq ft</b>	<b>0 /-</b>	<b>43,875 /-</b>	






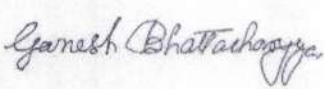


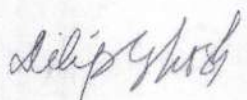
### Land Lord Details :



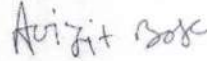
SI No	Name,Address,Photo,Finger print and Signature
1	<b>UNITED MERCHANT GROUP</b> 21/H/37/5, Raja Manindra Road, P.O:- Belgachia, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - 700037 , PAN No.:: AADFU5228K, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

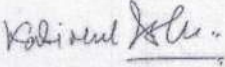
SI No	Name,Address,Photo,Finger print and Signature
1	<b>M/S. ANUSHKA CONSTRUCTION</b> 22/3, Raja Manindra Road, P.O:- Belgachia, P.S:- Ultadanga, District:-South 24-Parganas, West Bengal, India, PIN - 700037 , PAN No.:: AOSPB4867N, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri Ananda Pathak</b> Son of Late Atul Chandra Pathak Date of Execution - 16/08/2017, , Admitted by: Self, Date of Admission: 16/08/2017, Place of Admission of Execution: Office	<b>Photo</b>  Aug 16 2017 12:13PM	<b>Finger Print</b>  LTI 16/08/2017	<b>Signature</b>  16/08/2017
9A, Uma Kanta Sen Lane, P.O:- Ghughudanga, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - 700030, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFYPP9167Q Status : Representative, Representative of : UNITED MERCHANT GROUP (as partner)				
2	<b>Name</b> <b>Shri Ganesh Bhattacharyya</b> Son of Late Shambhunath Bhattacharyya Date of Execution - 16/08/2017, , Admitted by: Self, Date of Admission: 16/08/2017, Place of Admission of Execution: Office	<b>Photo</b>  Aug 16 2017 12:15PM	<b>Finger Print</b>  LTI 16/08/2017	<b>Signature</b>  16/08/2017
62B, Kshudiram Bose Sarani, P.O:- Belgachia, P.S:- Tala, District:-South 24-Parganas, West Bengal, India, PIN - 700037, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AIIPB5222B Status : Representative, Representative of : UNITED MERCHANT GROUP (as partner)				
3	<b>Name</b> <b>Shri Dilip Ghosh</b> Son of Late Madhusudan Ghosh Date of Execution - 16/08/2017, , Admitted by: Self, Date of Admission: 16/08/2017, Place of Admission of Execution: Office	<b>Photo</b>  Aug 16 2017 12:14PM	<b>Finger Print</b>  LTI 16/08/2017	<b>Signature</b>  16/08/2017
13C, Birpara Lane, P.O:- Ghughudanga, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - 700030, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADXPG6677K Status : Representative, Representative of : UNITED MERCHANT GROUP (as partner)				

4	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Shri Abhijit Bose</b> <b>(Presentant)</b> Son of Shri Rabi Bose Date of Execution - 16/08/2017, , Admitted by: Self, Date of Admission: 16/08/2017, Place of Admission of Execution: Office			
		Aug 16 2017 12:14PM	LTI 16/08/2017	16/08/2017
22/3, Raja Manindra Road, P.O:- Belgachia, P.S:- Ultadanga, District:-South 24-Parganas, West Bengal, India, PIN - 700037, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AOSPB4867N Status : Representative, Representative of : M/S. ANUSHKA CONSTRUCTION (as proprietor)				

**Identifier Details :**

	<b>Name &amp; address</b>
	Kabirul Islam Son of Late Sumsho Joha High Court, Calcutta, P.O:- G P O, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Muslim, Occupation: Advocate, Citizen of: India, , Identifier Of Shri Ananda Pathak, Shri Ganesh Bhattacharyya, Shri Dilip Ghosh, Shri Abhijit Bose
	16/08/2017

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	UNITED MERCHANT GROUP	M/S. ANUSHKA CONSTRUCTION-11.8021 Dec

**Transfer of property for S1**

SI.No	From	To. with area (Name-Area)
1	UNITED MERCHANT GROUP	M/S. ANUSHKA CONSTRUCTION-150.00000000 Sq Ft

**Endorsement For Deed Number : I - 160602175 / 2017**

On 08-08-2017

**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 2,19,53,263/-

**Satyajit Biswas**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SEALDAH**  
**South 24-Parganas, West Bengal**

On 16-08-2017

**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.

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

Presented for registration at 10:20 hrs on 16-08-2017, at the Office of the A.D.S.R. SEALDAH by Shri Abhijit Bose ,.

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

Execution is admitted on 16-08-2017 by Shri Ananda Pathak, partner, UNITED MERCHANT GROUP (Partnership Firm), 21/H/37/5, Raja Manindra Road, P.O:- Belgachia, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - 700037

Indetified by Kabirul Islam, , , Son of Late Sumsho Joha, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Execution is admitted on 16-08-2017 by Shri Ganesh Bhattacharyya, partner, UNITED MERCHANT GROUP (Partnership Firm), 21/H/37/5, Raja Manindra Road, P.O:- Belgachia, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - 700037

Indetified by Kabirul Islam, , , Son of Late Sumsho Joha, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Execution is admitted on 16-08-2017 by Shri Dilip Ghosh, partner, UNITED MERCHANT GROUP (Partnership Firm), 21/H/37/5, Raja Manindra Road, P.O:- Belgachia, P.S:- Chitpur, District:-South 24-Parganas, West Bengal, India, PIN - 700037

Indetified by Kabirul Islam, , , Son of Late Sumsho Joha, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

Execution is admitted on 16-08-2017 by Shri Abhijit Bose, proprietor, M/S. ANUSHKA CONSTRUCTION (Sole Proprietorship), 22/3, Raja Manindra Road, P.O:- Belgachia, P.S:- Ultadanga, District:-South 24-Parganas, West Bengal, India, PIN - 700037

Indetified by Kabirul Islam, , , Son of Late Sumsho Joha, High Court, Calcutta, P.O: G P O, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Muslim, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 10,021/- ( B = Rs 10,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2017 1:50PM with Govt. Ref. No: 192017180055504781 on 10-08-2017, Amount Rs: 10,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00GTNBR3 on 10-08-2017, Head of Account 0030-03-104-001-16



## Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,021/-

### Description of Stamp

1. Stamp: Type: Impressed, Serial no 53522, Amount: Rs.5,000/-, Date of Purchase: 09/08/2017, Vendor name: Suranjan Mukherjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/08/2017 1:50PM with Govt. Ref. No: 192017180055504781 on 10-08-2017, Amount Rs: 35,021/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00GTNBR3 on 10-08-2017, Head of Account 0030-02-103-003-02



**Satyajit Biswas**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SEALDAH**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1606-2017, Page from 62374 to 62407

being No 160602175 for the year 2017.



Digitally signed by SATYAJIT BISWAS  
Date: 2017.08.18 15:35:24 +05:30  
Reason: Digital Signing of Deed.

*Handwritten signature*

(Satyajit Biswas) 18-08-2017 15:35:23  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SEALDAH  
West Bengal.

(This document is digitally signed.)