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FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

S 846336

Certified that the document is admitted to registration. The signature sheet's and the endorsement sheets attached with this document are the part of this document.

Dist. Sub-Registrar
Alipore, South 24 Parganas

28 JAN 2016

JOINT-VENTURE AGREEMENT

THIS AGREEMENT is made on the 31st day of December,

2015 (Two Thousand and Fifteen) **B E T W E E N**

Sulias Kumar Bhattacharya

for MUKHERJEE ASSOCIATES

Aparna Mukherjee

Proprietor

: 2 :

SHRI SUBIR KUMAR BHATTACHARYA, son of Sri Amulya Chandra Bhattacharya, having PAN - AOKPB7500E, by Religion - Hindu, by Nationality - Indian, by Occupation - Service, residing at V/54/32A, Brahmapur Ghosh Para, P.O. Garia, P.S. Regent Park now Bansdroni, Kolkata - 700084, hereinafter called and referred to as the **LAND OWNER** (which terms or expression shall unless repugnant to the context shall deemed to mean and include his heirs, executors , administrators, legal representatives and assigns) of the **ONE PART**.

AND

M/S. MUKHERJEE ASSOCIATES a Proprietorship Firm, having its officer at A-48, Brahmapur (South), P.O. Brahmapur, P.S. Bansdroni, Kolkata - 700096, being represented its Proprietor namely **SMT. APARNA MUKHERJEE** wife of Sri Ashim Mukherjee, having PAN No. AJLPM3471B, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at A-48, Brahmapur (South), P.O. Brahmapur, P.S. Bansdroni, Kolkata - 700096, hereinafter known and called as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office,

Subir Kumar Bhattacharya

FOR MUKHERJEE ASSOCIATES
Aparna Mukherjee
Proprietor

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executors, administrators, representatives and assigns) of the

OTHER PART.

WHEREAS One Shri Sreemanta Ghosh son of Late Bharat Chandra Ghosh the then owner of the earlier deed of sale, inherited the land measuring 6 Cottahs 00 Chittak 00 Sq.ft. corresponding to 10 Decimals more or less by way of deed of distribution in the year 1947 and the same deed was registered in the Alipore Registration Office, vide Book No.I, Volume No. 148, Pages from 207 to 219, Deed No. 5680 in the year 1947.

AND WHEREAS the said Sri Sreemanta Ghosh for his legal commitments sold the said land measuring more or less an area of 4 Cottahs 08 Chittaks 10 Sq.ft. common passage and 6 ft. wide common passage along with all easement rights in total area 10 Decimals i.e. 6 Cottahs to Shri Adhir Mukherjee, son of Late Amulya Charan Mukherjee residing at Kamdahari Bose Para, P.S. Regent Park, District 24 Parganas by valuable consideration therein free from all encumbrances by way of Bengali Deed of Sale, executed on 20.02.1980 and registered on 10.03.1980 in the office of District Sub-Register Alipore, vide

Sulim Kumar Bhattacharya

FOR MUKHERJEE ASSOCIATE

Aparna Mukherjee
Proprietor

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Book No.I, Volume No. 39, Pages from 68 to 73, Being No. 1656 in the year 1980.

AND WHEREAS thereafter the said Shri Adhir Mukherjee, son of Late Amulya Charan Mukherjee residing at Kamdahari Bose Para, P.S. Regent Park, District 24 Parganas while seized and possessed of the said landed property sold, transferred, conveyed, assigned and assured **ALL THAT** piece and parcel of land measuring more or less an area of 4 Cottahs 08 Chittaks 00 Sq.ft., lying and situated at Mouza - Brahmapur, Pargana - Magura, J.L. No. 48, R.S. No. 169, District Collectorate Touzi No. 60, comprised in R.S. Khatian No. 310, appertaining to Dag No. 365, under Police Station - Regent Park now Banskroni, within the limits of Ward No. 111 of the Kolkata Municipal Corporation, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R. - I at Alipore, unto and in favour of **SHRI SUBIR KUMAR BHATTACHARYA**, son of Sri Amulya Chandra Bhattacharya, of V/54/32A, Brahmapur Ghosh Para, P.O. Garia, P.S. Regent Park now Banskroni, Kolkata - 700084, being the Present Owner herein, by virtue of a registered Deed of Sale, dated 14.12.1994, duly registered in the office of Addl.

Subir Kumar Bhattacharya

for MUKHERJEE ASSOCIATE

Aparna Mukherjee
Proprietor

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District Sub-Registrar at Alipore, South 24 Parganas, recorded in Book No.I, Volume No. 96, Pages from 181 to 192, Being No. 3394, for the year 1994.

AND WHEREAS since after purchasing the said landed property the said **SHRI SUBIR KUMAR BHATTACHARYA**, son of Sri Amulya Chandra Bhattacharya, of V/54/32A, Brahmapur Ghosh Para, P.O. Garia, P.S. Regent Park now Bansdronei, Kolkata - 700084, being the Present Owner herein while seized and possessed of the said landed property duly mutated his name in the records of the Kolkata Municipal Corporation and property known and numbered as KMC Premises No. 260, Brahmapur Nath Para, P.O. Garia, P.S. Regent Park now Bansdronei, Kolkata - 700084 and he has been paying corporation taxes in his name in the records of KMC Assessee No.31-111-07-0260-0 and the Present Owner herein duly constructed brick built asbestos shed structure over the Schedule landed property at his own costs, expenses and efforts.

AND WHEREAS the said **SHRI SUBIR KUMAR BHATTACHARYA**, son of Sri Amulya Chandra Bhattacharya, of V/54/32A, Brahmapur Ghosh Para, P.O. Garia, P.S.

Subir Kumar Bhattacharya

FOR MUKHERJEE ASSOCIATE
Aparna Mukherjee
Proprietor

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Regent Park now Bansdrone, Kolkata - 700084, being the Present Owner herein became the absolute lawful owner of **ALL THAT** piece and parcel land measuring more or less an area of **4 (four) Cottahs 08 (eight) Chittaks 00 (zero) Sq.ft., TOGETHER WITH** brick built Asbestos shed structure having an area more or less **600Sq.ft.** now standing thereon, lying and situated at **Mouza - Brahmapur, Pargana - Magura, J.L. No. 48, R.S. No. 169, District Collectorate Touzi No. 60, comprised in R.S. Khatian No. 310, appertaining to Dag No. 365, under Police Station - Regent Park now Bansdrone, within the limits of Ward No. 111 vide KMC Assessee No.31-111-07-0260-0 of the Kolkata Municipal Corporation, being KMC Premises No. 260, Brahmapur Nath Para, P.O. Garia, P.S. Regent Park now Bansdrone, Kolkata - 700084, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R. - I at Alipore, morefully and particularly described in the Schedule hereunder written.**

AND WHEREAS the Present Owner herein knowing from a reliable source about the aforesaid intention of the said Owner with a view to develop the land, as described in the Schedule below and to erect multistoried building over the same in terms

for MUKHERJEE ASSOCIATE

Sudip Kumar Bhattacharya

Aparna Mukherjee
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of the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation, the land Owner herein have invited the developer to undertake the charge of such constructional and/or development works of the schedule property at its costs, expenses and efforts.

AND WHEREAS the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the land Owner and agreed to develop the Schedule property and to erect building thereon in terms of the sanctioned building plan at its own costs, expenses and efforts and in pursuance to the above, the Parties herein have entered into this Agreement in between them on the following terms and conditions :-

NOW THIS AGREEMENT WITNESSES :

ARTICLE : 1.

DEFINITIONS - for proper clarification and understanding of this presents the following terms which have already been used for several times and will come number of times shall always mean and include.

Sudini Kumar Bhattacharya

for MUKHERJEE ASSOCIATES
Aparna Mukherjee
Proprietor

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SAID PROPERTY – shall always mean and include **ALL THAT** piece and parcel of the land, as morefully and particularly described in the Schedule below.

PROPOSED BUILDING MEANS – the proposed straight three storeyed building to be constructed upon the said property.

FLAT/APARTMENT MEANS : The unit of a self contained accommodation of the said Building for residential purpose having one or more rooms along with Kitchen, exclusive user of both and privy with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from a others, along with free access and right to ingress and egress to and from the main entrance and public road.

PLAN OR MAP SHALL MEAN : The Land Owner with a view to sanction by the Kolkata Municipal Corporation in respect of the proposed multi storied building/buildings and Kolkata Municipal Corporation sanctioned multi storied building plan in respect of the said landed property and shall include all such modification or alternation as may be made by the developer from time to time when required.

Sulish Kumar Bhattacharya

for MUKHERJEE ASSOCIATES

Aparna Mukherjee
Proprietor

OWNER MEANS : SHRI SUBIR KUMAR BHATTACHARYA, son of Sri Amulya Chandra Bhattacharya, having PAN - AOKPB7500E, by Religion - Hindu, by Nationality - Indian, by Occupation - Service, residing at V/54/32A, Brahmapur Ghosh Para, P.O. Garia, P.S. Regent Park now Bansdrone, Kolkata - 700084.

DEVELOPER MEANS : M/S. MUKHERJEE ASSOCIATES a Proprietorship Firm, having its office at A-48, Brahmapur (South), P.O. Brahmapur, P.S. Bansdrone, Kolkata - 700096, being represented its Proprietor namely **SMT. APARNA MUKHERJEE** wife of Sri Ashim Mukherjee, having PAN No. AJLPM3471B, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at A-48, Brahmapur (South), P.O. Brahmapur, P.S. Bansdrone, Kolkata - 700096.

ARCHITECT - shall mean any qualified person or persons or firm or firms of LBS appointed or nominated by the Developer as the Architect of the building/buildings to be constructed upon the said property.

SPECIFICATIONS AND AMENITIES - materials and specifications as recommended by the Architect for the

Subir Kumar Bhattacharya

APARNA MUKHERJEE
Proprietor

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construction of the building amenities means – All fittings as described in the annexure and will be provided by the developer in those flats under Reserve portion.

COMMON/SERVICE AREA SHALL MEAN :

- i) Staircase on all floors.
- ii) Staircase landing on all floors.
- iii) Common passage and lobbies on the ground floor.
- iv) Water pumps, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installations and sanitary installations.
- v) Common electrical wiring, fittings and fixtures, generators (excluding those as is installed for any particular unit)
- vi) Drainage and sewers.
- vii) Boundary walls and main gates.
- viii) Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or about the said building as necessary for passage to or user and occupancy of the said units it common and as may be specified and/or terrace and covered and uncovered car parking space and areas.

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ix) Roof on the top floor and Lift of the said building.

OWNER'S ALLOCATION :

The owner shall be entitled to get measuring 38% of the built-up area from the whole property consisting of Three Bed Rooms one Flat on the First Floor middle portion, one Car Parking Space and other Flats at Ground Floor and Second Floor as mentioned in the plan together with the Proportionate right, title and interest in the land in common facilities and amenities including of the said building together with proportionate share of land and all other easement appurtenances.

The Developer shall pay a sum of Rs.2,00,000/- (Rupees Two Lakhs) Only towards non-refundable amount to the owner in the following manner :-

Date of Execution of this Agreement	Rs. 50,000/- ✓
At the time of Shifting to alternative accommodation	Rs.1,00,000/-
All the time of 1st Roof Casting	Rs.50,000/-

INSPECTION OF THE CONSTRUCTION : The Owner shall have the right and liberty to inspect the construction work of the project building. If any inferior quality of the building materials is detected by the Owner, the same shall be replaced by the standard good quality by the developer, failing which the Owner shall take legal steps against the developer.

DELIVERY OF THE XEROX COPY : the developer shall deliver Xerox copy of the Regd. Sale deeds in respect of the developer's

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Aparna Mukherjee
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allocated flats and Space/Spaces to the Owner at the time of registration of the said deeds.

RESERVED PORTION SHALL MEAN : owner's allocation.

DEVELOPER'S ALLOCATION : shall mean the remaining 62% consisting of flats in the different floors together with the space/spaces rooms and other spaces of the building save and except owner's allocation.

INTENDING BUYERS SHALL MEAN : all the persons firm, organizations who is interested to purchase any flat/flats, garage and spaces, and any other space of the said building particularly from the developer's allocation.

UNAVOIDABLE CIRCUMSTANCES SHALL MEAN : Unnatural calamities, earthquakes, civil disorder, political unrest by which the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.

AREA OF A FLAT MEANS : the remaining flats and Space/Spaces of the said premises in the different floors out side the said flats under the Owner's Allocation of the said premises.

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Proprietor

ARTICLE : II

DEVELOPER'S OBLIGATIONS : That it is agreed by and between the parties herein that the developer shall be entitled to construct a building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who is willing to purchaser any flat or Car Parking Space in the said building or by borrowing finance from any bank and/or financial institutes for development provided the developer fulfill the following obligations towards the land Owner.

- a) That the Developer will construct the proposed building upon the said property strictly as per the building plan duly sanctioned by the Kolkata Municipal Corporation.
- b) That the developer shall have to maintain the proper sizes/ specification as per building plan and also as per advice of the Architect and owner's allocation.
- c) That the developer shall have to appoint a professional civil Engineer or LBS or firm as Architect to supervise the construction of the building/buildings.

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- d) That the entire cost and expenses for the construction of the building including cost for sanction of building plan will be borne by the developer and the developer shall not claim or demand in any part of the said expenses from the land Owner. The owner in any way shall not responsible for any defect in construction of the proposed building in accordance with plan for any deviatikon, violation of law/ rules etc. The Developer shall only be responsible/liable to pay damage/compensation/cost.
- e) That completion of the proposed building the developer shall deliver the flats under the owner's allocation to the Owner and the developer shall acquire right to sale the flats and Space/Spaces of the proposed building under his allocation to the different buyers together with proportionate interest of the land. It is to be categorically mentioned that the land Owner shall bear no expenses in the matter of construction of the building and shall have no liability in any manner whatsoever in the matter of constructional work of the said building as well as development works of the said land as described in the schedule below.
- f) That giving lawful physical possession of the flats under the owner's allocation in favour of the land Owner the developer shall have the right to sale the other flats of the proposed building of the said building in the favour of the buyer or buyers and to fix-up consideration value for the

same in favour of such buyers and to enter into agreement for sale with such buyers, to receive part price or full consideration money from such buyers under the terms and conditions as the developer shall think fit and proper and on receipt of the full payment for the concerned flat/flats/ Car Parking Spaces/Shops from the purchaser/purchasers, the developer shall execute deed of sale in favour of the purchaser transferring the flat/flats, Car Parking spaces/ Shops in his favour or in his favour and in such deed the land Owner shall join as a confirming party.

- g) That the developer shall start the constructional works of the building and sanction of building plan by the K.M.C authority and shall complete the same in terms of the sanctioned building plan to be sanctioned by Kolkata Municipal Corporation within next **24 months** and to hand over lawful physical possession of the flats under owner's allocation in favour of the land over within the said period of **24 months** without any more delay in any manner whatsoever. It is to be noted herein that the time as mentioned in this paragraph shall be the essence of this contract.

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Aparna Mukherjee
Proprietor

- h) That the developer shall have no right or shall not be entitled to sell, transfer, and/or encumber the flats under the owner's allocation.
- i) That the developer shall act as an independent contractor in constructing the building and under take to keep the land Owner indemnified from time to time all 3rd party claims and actions arising out of any act of commission or accident such as loss of life of labourers, mistries and allied natures or things or relating to the construction of the building. In case of any claim whatsoever, by the Third Party. The Developer shall bear all the liabilities and/or responsibilities.
- j) That developer shall be responsible to fulfil all the abovementioned obligations towards the land Owner, failing which the land Owner shall have every option to claim damages and/or cancel, rescind, the present agreement.
- K) That the developer if and when the circumstances demand shall install separate electric meter in the name of the Owner at the proposed building for the flats under the Owner allocation. The meter installation charges and security

FOR MUKHERJEE ASSOCIATE

Sulish kumar Bhattacharya

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deposit if any for the same except one Flat (3BHK) will be borne by the Owner. If any transformer is installed in respect of the said proposed building. The owner shall pay proportionate-extra expenses for one Flat under owner's allocation. The proportionate expenses in respect of the balance Flat of Owner's allocation must be borne by the Developer.

- l) That the Owner shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the Third Parties.
- m) That if the developer fails to deliver the possession of the owner's allocation within the stipulated period of **24 months** subject to the unavoidable circumstances, the Developer shall pay to the owner a sum of Rs.10,000/- (Rupees Ten Thousand) Only per month towards compensation for the delay of handing over physical possession to the owner.
- n) That the Developer shall provide suitable alternative premises (2BHK Flat) for the owner. The Owner shall use and occupy and enjoy such alternative premises till the completion of the construction work and handing over vacant possession of the owner's allocation in the newly constructed building to the owner.

Suliv Kumar Bhattacharya

for MUKHERJEE ASSOCIATE
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Proprietor

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The Developer shall bear the rent of the alternative suitable accommodation (2BHK Flat) till the Developer hands over the vacant khas possession of newly constructed building (owner's allocation) to the owner. In case the rent of the alternative accommodation is not paid by the Developer, the owner shall not be held responsible/liable. It is also agreed that for non-payment of rent by the Developer as long as the owner shall stay in the alternative accommodation, as stated above, the owner shall have every right and liberty to sue the Developer and shall be entitled to get compensation. Be it mentioned that after demolishing old structures all debts and materials shall borne by the Developer herein.

- o) All the taxes, rates, expenses, property tax etc. after executing of this Agreement shall be borne by the Developer exclusively. the owner shall bear the responsibility of paying property tax in respect of his allocated portion (38%) from the date of having physical possession of the area allocated to him. The Developer shall bear the property tax as per his allocation (62%) after handing over physical possession to the owner.

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FOR MUKHERJEE ASSOCIATE
Anoma Mukherjee
Proprietor

- p. For non fulfilment of the terms and conditions by the Developer, the owner shall take recourse of law.

ARTICLE - III

RIGHTS AND PRIVILEGES OF THE DEVELOPER.

- a) That save and except those portion which shall be kept reserved for the land Owner, the developer shall be entitled to sell and/or transfer all the flats/Space/Spaces of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the developer.
- b) That the developer shall be entitled to receive the entire consideration money in respect of the developer allocation only from the intending buyers against issuing proper receipt thereof.
- c) That the land Owner shall have no right and /or liberty to interfere in those transaction made between the developer and the intending buyer/buyers in any manner whatsoever and further the landowner shall not be entitled to claim the profit of the said venture of part thereof on the contrary the Developer shall have no right, interest, ownership,

Sulbir Kumar Bhattacharya

for MUKHERJEE ASSOCIATE

Arpita Mukherjee
Proprietor

possession whatsoever over the flats under the Owner's Allocation.

- d) That the developer shall have every right to disclaim and / or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer in respect of payment on consideration or in any issue, in any term as the developer may think fit and proper. If any dispute arises between the Developer and the intending purchaser, the intending purchaser's mayh proceed against the Developer as per law. In such ase, the owner shall not be held guilty/responsible for the damages suffered by that Purchaser (s).
- e) That the developer shall be entitled to execute all or any sort of Agreement with any intending flat or space buyer/ buyers and shall be entitled to execute all or any type of Deed of Transfer in favour of the intending buyer in respect of the flat/space of the building under the developer's allocation only, after handing over the possession of the Owner to their and further shall be entitled to be present before the Registration office or officers for the registration

for MUKHERJEE ASSOCIATE

Sulbir Kumar Bhattacharya

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of all those Deeds of documents of transfer in favour of all intending buyers on behalf of itself and also on behalf of land Owner and for that purpose the land Owner will execute a General Power of Attorney in favour of the developer to do all such acts and deeds required for the proposed construction and registration of the Deed of Transfer against the under marketed impartible proportionate share of the entire land under Schedule "A" property if favour of the flat buyers and the land Owner shall ratify in favour of the flat buyers and the land Owner will ratify in favour of the flat buyers and the land Owner will rectify and confirm all those acts and deeds and also those execution and registration of deeds and documents in favour of the intending buyers. That it is expressly mentioned here that the Developer shall have to give possession of the flats under the Owner's Allocation immediate after completion of the building.

- f) That during the period of construction of the proposed building the developer shall be entitled to proportionate

Sulav Kumar Bhattacharya

FOR MUKHERJEE ASSOCIATE.

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undivided share in the said land and in this regard after the construction is completed and after handing over physical possession to the owner the portion in respect of Owner's Allocation as per terms of Agreement or in any suitable time of both the parties, the Owner shall execute registered Deed or Deeds of Conveyance or Conveyances in favour of the intending Purchaser or its nominees in respect of such undivided proportionate share in the land in respect of the Developer's Allocation in such part or parts as shall be requested by the Developer or its nominee or nominees at the intending Purchaser's cost.

ARTICLE - IV

LAND OWNER OBLIGATIONS AND PRIVILEGES :

- a) That the land Owner do hereby declare that he has absolute right, title and interest upon the said landed property and do hereby further declare that the said property morefully described in the schedule below is free from all encumbrances, disputes, litigations and in the mean time they have not received any notice and notices

Suliz Kumar Bhattacharya

FOR MUKHERJEE ASSOCIATE

Aparna Mukherjee
Proprietor

to the effect that the said land is affected by any scheme of the Government of West Bengal or of the Calcutta Improvement Trust or of Kolkata Metropolitan Development Authority or of Kolkata Municipal Corporation and/or any other statutory body at the time of signing of this Agreement. So, being satisfied about the marketable title of the said property and the same is free from all encumbrances of the property, the Developer herein has entered into this Agreement.

- b) That the landowner shall at the time of execution of this presents deliver to the Developer all the origin documents regarding the title of the land. Other papers and documents against proper receipts/certified copies from the developer.
- c) That the Landowner shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building under Developer's allocation to the intending buyer. But shall have absolute right &

Sulir Kumar Bhattacharya

FOR MUKHERJEE ASSOCIATES

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Proprietor

authorities to inspect the main structural part of the building as well as construction of owner's portion from time to time and also get it checked by any Engineer or specialized person and any defect or deviation would be removed by the second party/developer.

- d) That the land Owner shall not be required to share or pay any portion of costs for construction of the proposed building including the cost of construction of the land owner's allocation which will be solely borne by the developer.
- e) That in the event, if a co-operative society and/or Association be formed, the Landowner shall become the member of the said society and/or Associations the case may be and shall be liable to pay and bear proportionate maintenance charges, as well as services charges and Municipal taxes in respect of their allocation and for maintenance of the common areas, facilities etc.
- f) The land Owner shall have the right to sell, transfer, the flats under his allocation to any third party to his own

Suhir Kumar Bhattacharya

FOR MUKHERJEE ASSOCIATION

Aparna Mukherjee
Proprietor

discretion. The developer shall have no interference to that effect in any manner whatsoever.

**ARTICLE - V
CANCELLATION AND ARBITRATION**

- a) All communication in the form of letter, notice, correspondence from/to either of the parties will be made to the address written in the 1st page of this present and will be communicate by postal service or personal peon services and letter, notice served upon either of the parties by other.
- b) The court within District 24 Parganas (South) shall have the jurisdiction to entertain and try and actions, suit and proceedings arising out of this Agreement.
- c) Both the parties do hereby undertake to co-operate with each other in all respect to materials the said development project within the stipulated time of **24 months** from the sanction building plan duly sanctioned by the Kolkata Municipal Corporation.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT piece and parcel land measuring more or less an area of **4 (four) Cottahs 08 (eight) Chittaks 00 (zero) Sq.ft.,**
TOGETHER WITH brick built asbestos shed structure having

Sukir Kumar Bhattacharya

for MUKHERJEE ASSOCIATES

Aparna Mukherjee
Proprietor

an area more or less **600Sq.ft.** now standing thereon, lying and situated at **Mouza - Brahmapur**, Pargana - Magura, **J.L. No. 48**, R.S. No. 169, District Collectorate Touzi No. 60, **comprised in R.S. Khatian No. 310, appertaining to Dag No. 365, under Police Station - Regent Park now Bansdrone, within the limits of Ward No. 111 vide KMC Assessee No.31-111-07-0260-0 of the Kolkata Municipal Corporation, being KMC Premises No. 260, Brahmapur Nath Para, P.O. Garia, P.S. Regent Park now Bansdrone, Kolkata - 700084, in the District South 24 Parganas, A.D.S.R. at Alipore, D.S.R. - I at Alipore and the same is butted and bounded in the manner as follows :-**

On the North :- 10' (ten) ft. common passage.

On the South :- Land under R.S. Dag No. 372.

On the East :- Land under R.S. Dag No. 365 and Land of Sarat Ghosh.

On the West :- 6' ft. common passage and thereafter land of Pabitra Mondal under R.S. Dag No. 365.

Sudip Kumar Bhattacharya

for MUKHERJEE ASSOCIATE

Arpita Mukherjee
Proprietor

SPECIFICATION OF THE PROPOSED BUILDING

- Structure** : The building shall have R.C.C. framed structure of isolated spread footing.
- Brick work** : All exterior brick work shall be 8" thick with bricks, all partition shall be 3" inch thick with bricks.
- Materials** : All materials i.e. cement iron rod, sand, bricks should be 1st class standard.

FLOOR FINISH SKIRING DADO ETC.

Marble Floor to all floor 4" height skirting to all rooms and 6'-0" dado glazed tiles to bath and latrine and 3'-0" height dado above cooking platform and sink. Kitchen Room shall be finish by marble.

Plaster - The outside of the building will have sand and cement Plaster (1:6).

DOOR & WINDOW :-

1. Main entrance door and Collapsible Gate for 3BHK Flat.
 - i. Commercial flush door painted both sides.
 - ii. Wooden door frame, salwood.
2. Other Doors :-
 - i. Commercial flush door painted both sides.
 - ii. Wooden door frame salwood.
 - iii. Main door of the flat shall be Wooden and doors of the toilets and kitchen shall be P.V.C. door, both door will be provided by the P.V.C. Shutter.

Sulish Kumar Bhattacharya

for MUKHERJEE ASSOCIATE

Aparna Mukherjee
Proprietor

iv. Alluminium window with guard grill as per approved design of Architect and painted both sides.

v. All windows shall have translucent glass.

WHITE WASH AND COLOUR WASH

The building- shall be painted externally with snow-cem colourcem. The inside of the flat shall be plastered of Putty on the plaster surface.

Toilets :-

i. One European type white commode and one white plastic cistern.

ii. One white wash basin.

iii. One Shower.

iv. Two Taps.

A. One Indian Type white comode white plaster cistern.

B. One white wash basin.

C. One Tap.

Kitchen :-

i. One Kitchen Steel Sink.

ii. One Tap

Kitchen Black stone over Granite working platform 3 ft. height glazed tiles above the working platform with black stone sink.

Water Supply :-

One R.C.C. overhead reservoir will be provided on the top of the last roof as per design. The suitable floor to deliver water to overhead reservoir.

Sudhir Kumar Bhattacharya

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

WITNESSES:

1) Ashim Kumar Mukherjee,
A-48 Brahmapur South,
Kolkata - 700096.

2) Soumendu Bhattacharya
V-54/32 A Brahmapur
Chokh Para, Gasia.
KOL - 700084

Sulist Kumar Bhattacharya
SIGNATURE OF LAND OWNER

Bimal Ch Lahiri
BIMAL CH. LAHIRI, M.A., LL.B.
Advocate
Alipore Judges Court
Kolkata-700 027
Enrolment No.- WB/298/82

Drafted by me, Bimal Ch Lahiri
Enrolment No.- WB/298/82
Kolkata-700 027
Alipore Judges Court
Advocate
BIMAL CH. LAHIRI, M.A., LL.B.

Advocate
Alipore Police Court
Kolkata - 700027.
Computerised Printed by :

Kuntal Mukherjee

or MUKHERJEE ASSOCIATE

Aparna Mukherjee
Proprietor

SIGNATURE OF DEVELOPER

: 30 :

MEMO OF THE CONSIDERATION

RECEIVED sum of Rs.50,000/- (Rupees Fifty Thousand) Only by **SHRI SUBIR KUMAR BHATTACHARYA** in terms of this agreement in presence of the following witnesses and in the following manners :-

- :: **MEMO** :: -

by way of Cash/Cheque vide No. 000461
dt. 28.01.2016 drawn on Bank of Baroda,
Brahmapur Branch.

Rs.50,000/-

(Rupees Fifty Thousand Only)

WITNESSES:

- 1) Ashim Kumar Muehjeu,
A-48 Brahmapur South,
Kolkata - 700096,
- 2) Soumendu Bhattacharjee
V-54/32 A Brahmapur
Glox Para Garia.
KOL - 700084.

Subir Kumar Bhattacharya
SIGNATURE OF LAND OWNER












Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature












Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name

Signature Subir Kumar Bhattacharya

Thumb 1st finger Middle Finger Ring Finger Small Finger

	left hand					
	right hand					

Name

Signature Aparna Mukherjee

Thumb 1st finger Middle Finger Ring Finger Small Finger




PHOTO	left hand					
	right hand					



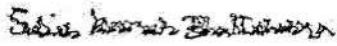
Name



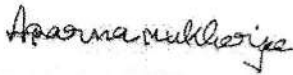
Signature

Seller, Buyer and Property Details

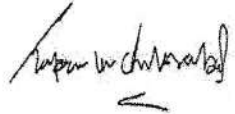
. Land Lord & Developer Details

Presentant Details			
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	<p>Mrs APARNA MUKHERJEE A 48 BRAHMAPUR SOUTH, P.O:- BRAHMAPUR, P.S:- Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN - 700096</p>	 28/01/2016 2:09:49 PM	 LTI 28/01/2016 2:09:56 PM
		 28/01/2016 2:10:15 PM	

Land Lord Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>Mr SUBIR KUMAR BHATTACHARYA Son of Mr AMULYA CHANDRA BHATTACHARY V/54/32A BRAHMAPUR GHOSH PARA, P.O:- GARIA, P.S:- Bansdroni, District:-South 24- Parganas, West Bengal, India, PIN - 700084 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. AOKPB7500E.; Status : Individual; Date of Execution : 28/01/2016; Date of Admission : 28/01/2016; Place of Admission of Execution : Office</p>	 28/01/2016 2:08:31 PM	 LTI 28/01/2016 2:08:44 PM
		 28/01/2016 2:09:36 PM	

Developer Details			
SL No.	Name, Address, Photo, Finger print and Signature		
1	M/S MUKHERJEE ASSOCIATE A 48 BRAHMAPUR SOUTH, P.O:- BRAHMAPUR, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN - 700096 PAN No. AJLPM3471B,; Status : Organization; Represented by representative as given below:-		
1(1)	Mrs APARNA MUKHERJEE A 48 BRAHMAPUR SOUTH, P.O:- BRAHMAPUR, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN - 700096 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AJLPM3471B,; Status : Representative; Date of Execution : 28/01/2016; Date of Admission : 28/01/2016; Place of Admission of Execution : Office	 28/01/2016 2:09:49 PM	 LTI 28/01/2016 2:09:56 PM
		 28/01/2016 2:10:15 PM	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr TAPAN KUMAR CHAKRABORTY Son of Late RAM CHANDRA CHAKRABORTY 205 BIDHNA PALLY GARIA, P.O:- BRAHMAPUR, P.S:- Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN - 700096 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,	Mr SUBIR KUMAR BHATTACHARYA, Mrs APARNA MUKHERJEE	 28/01/2016 2:10:32 PM

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Bansdroni, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: BRAHMAPUR NATH PARA, Premises No. 260, Ward No: 111		4 Katha 8 Chatak	5,50,000/-	29,92,498/-	Proposed Use: Bastu, Width of Approach Road: 10 Ft.,

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	600 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 15 Years, Roof Type: Tin Shed, Extent of Completion: Complete
S1	On Land L1	600 Sq Ft.	50,000/-	1,71,000/-	Structure Type: Structure

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	TAPAN KUMAR CHAKRABORTY
Address	ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL
Applicant's Status	Deed Writer

Office of the A.D.S.R. ALIPORE, District: South 24-Parganas

Endorsement For Deed Number : I - 160500566 / 2016

Query No/Year	16050000116721/2016	Serial no/Year	1605000675 / 2016
Deed No/Year	I - 160500566 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mrs APARNA MUKHERJEE	Presented At	Office
Date of Execution	28-01-2016	Date of Presentation	28-01-2016

Remarks

On 27/01/2016

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 31,63,498/-



(Amitava Chanda)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

On 28/01/2016

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 13:39 hrs on : 28/01/2016, at the Office of the A.D.S.R. ALIPORE by Mrs APARNA MUKHERJEE ,.

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

Execution is admitted on 28/01/2016 by

Mr SUBIR KUMAR BHATTACHARYA, Son of Mr AMULYA CHANDRA BHATTACHARY, V/54/32A
BRAHMAPUR GHOSH PARA, P.O: GARIA, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India,
PIN - 700084, By caste Hindu, By Profession Service

Indetified by Mr TAPAN KUMAR CHAKRABORTY, Son of Late RAM CHANDRA CHAKRABORTY, 205
BIDHNA PALLY GARIA, P.O: BRAHMAPUR, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India,
PIN - 700096, By caste Hindu, By Profession Others

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

Execution is admitted on 28/01/2016 by

Mrs APARNA MUKHERJEE

Indetified by Mr TAPAN KUMAR CHAKRABORTY, Son of Late RAM CHANDRA CHAKRABORTY, 205
BIDHNA PALLY GARIA, P.O: BRAHMAPUR, Thana: Bansdroni, , South 24-Parganas, WEST BENGAL, India,
PIN - 700096, By caste Hindu, By Profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 560/- (B = Rs 539/- ,E = Rs 21/-) and
Registration Fees paid by Cash Rs 560/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Draft Rs
7,000/-, by Stamp Rs 50/-

Description of Stamp

1. Rs 50/- is paid on Impressed type of Stamp, Serial no 109679, Purchased on 28/11/2015, Vendor named P
Chatterjee.

Description of Draft

1. Rs 7,000/- is paid, by the Draft(8554) No: 000426980334, Date: 28/01/2016, Bank: STATE BANK OF INDIA
(SBI), BRAHMAPUR.



(Amitava Chanda)

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

Certificate of Registration under section 66 and Rule 69.

Registered in Book - I

Volume number 1605-2616, Page from 17947 to 17984
being No 160500566 for the year 2016.



Digitally signed by AMITAVA CHANDA
Date: 2016.02.01 18:07:25 +05:30
Reason: Digital Signing of Deed.

(Amitava Chanda) 01/02/2016 18:07:24
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)