

2400/2020

P-2/12/2020

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

F 253680

F 253690

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

Adl. Dist Sub-Registrar
Alipore, South 24 Parganas

7 AUG 2020

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 7th day of August

Two Thousand and Twenty (2020)

BETWEEN

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Tony Lamsuly

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Samiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kol-27



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Chandan kr dey
S/o Mr Nityananda Dey
Before Police and
P.O. P.S. Alipore
K-27

Addl. Dist. Sub-Registrar
Alipore
- 7 AUG 2020
South 24 Pgs.,
Kolkata-700027

(1) SRI GOUTAM MUKHERJEE, (PAN : CVCPM0305B) (Aadhaar : 373306195499) son of Late Ramapada Mukherjee, by faith-Hindu, by occupation-Retired Person, residing at Anandapally, Purba Putiary, P.O. Banskroni, P.S. Regent Park, Kolkata-700070 and **(2) SRI SHYAMAL MUKHERJEE**, (PAN : FYRPM3029M) (Aadhaar : 976190094508) son of Late Ramapada Mukherjee, by faith-Hindu, by occupation-Retired Person, residing at B/28, Niranjana Pally, P.O. Banskroni, P.S.- Regent Park, Kolkata-700070, hereinafter jointly called and referred to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives nominees, and/or assigns) of the **FIRST PART**.

AND

M/S. SWASTIK ENTERPRISE & CONSTRUCTION, a Sole Proprietorship Firm, having its office at A/28, Niranjana Pally, P.O. Banskroni, P.S. Regent Park, Kolkata - 700070, represented by its Sole Proprietor **SRI JONY GANGULY**, (PAN - AOYPG8134P) (Aadhaar : 277832575821), son of Late Rajkumar Ganguly, residing at B/6, Banskroni Niranjana Pally, P.O. Banskroni, P.S.- Regent Park, Kolkata-700070, hereinafter called

and referred to as the **BUILDER/ DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives, and assigns) of the **OTHER PART:**

WHEREAS on and after the partition of India a large number of residents of former East Pakistan crossed over and came to the territory of the State of West Bengal, India from time to time due to force of circumstances beyond their control such like one Rama Pada Mukherjee and his wife Sheela @ Shila Mukherjee a long with their family came to the territory of West Bengal India and resided with a plot being No.802 (P) at Mouza-Bansdrani, J.L.No.45, in being is LOP No. 248, P.S. former Tollygunge then Regent Park, Dist. 24-parganas, West Bengal.

AND WHEREAS at that time the Government of West Bengal through its Governor offered all such reasonable facilities to such displaced persons being as bona fide Refugees for residence in West Bengal.

AND WHEREAS a considerable number of such people along with the sala Rama Pada Mukherjee and Sheela @ Shila

Mukherjee along with their family members were occupied by circumstances to the aforesaid vacant land in the Urban Areas for homestead purposes.

AND WHEREAS as at that time the said Rama Pada Mukherjee and said Sheela Mukherjee alias Shila Mukherjee jointly being as were one of such persons who had come to use and occupy a piece of land in connection with the land area of 2 cottah 3 Chittaks 0 sq.ft.more or less being LOP No.248, in C.S. Plot No.802(P), Mouza- Bansdroni, J.L.No.45, then P.S. Tollygunge now Regent Park, S.R.O. Alipur, then Dist. 24-Parganas, West Bengal. As the said land fully mentioned, written and described in the SCHEDULE A hereunder written.

AND WHEREAS during livelihood of the aforesaid plot of the land in connection with the said R.R. Department being the bonafide Refugees by the way Rama Pada Mukherjee and said Smt. Sheela alias Shila Mukherjee along with their family members were residing thereon.

AND WHEREAS the said Ramapada Mukherjee had died, leaving behind him surviving wife said Smt. Shila @ Sheela Mukherjee along with sons and daughters being his family members, said Ramapada Mukherjee had died on 15/08/1985.

AND WHEREAS thereafter on and after death of the said Ramapada Mukherjee, the said Smt. Shila @ Sheela Mukherjee was her family members consisting of herself and her daughters & sons, as her total family.

AND WHEREAS one unmarried daughter Bula Mukherjee alias Kakali Mukherjee during married had died in the year 1989.

AND WHEREAS on enjoyment, occupation and possession of the such landed property of the R.R. Department land, the said landed property mutated and recorded in the name of the said Ramapada Mukherjee in being the then Calcutta Municipal Corporation its **Premises No.23, Niranjana Pally, 'B' Block, Ward No. 113, Assessee No. 311131700238** now also the Kolkata Municipal Corporation in the name of the said Rama Pada Mukherjee.

AND WHEREAS on and after death of the said husband and unmarried daughter, the said Smt. Shila @ Sheela Mukherjee was her family members consisting of herself and three sons namely- **GOUTAM MUKHERJEE SHYAMAL MUKHERJEE and DEBABRATA MUKHERJEE**. i.e. in total 4

(four) persons living with the said plot of land with the stated K.M.C. Premises.

AND WHEREAS thereafter the aforesaid plot of land area 2 cottah 3 chittak 0 sq.ft. more or less being L.O.P.No. 248, C.S. Plot No. 802 (P), Mouza- Bansdrani, J.L. No, 45, P.S. Regent Park under the K.M.C. Ward No. 113, being which known as the K.M.C. premises No. 23, Niranjani Pally, 'B' Block, Assessee No. 311131700238, P.S.Regent Park, Kolkata-700070, A.D.S.R.O. Alipur, Dist. South 24-parganas and the guide Governor of the State of West Bengal, through a Deed of Gift, with the office of the ADD. DIST. REGISTRAR, Alipur and get recorded in its Book No.1, Volume No.15, Pages from 229 to 232, Being No. 1733 for the year 1990, allotted the said plot of land to and unto in favour name of the said Smt. Sheela Mukherjee alias Shila Mukherjee free from encumbrances.

AND WHEREAS the said **Smt. Shila @ Sheela Mukherjee** also had died intestate on 13/07/2009, leaving behind heir surviving three sons namely- **GOUTAM MUKHERJEE, SHYAMAL MUKHERJEE & DEEABARATA MUKHERJEE** (Bachelor son), being the only 3 (three) legal heirs and/or successors and there was no other legal heir and/or successor.

AND WHEREAS as on and after death of the said Smt. Shila @ Sheela Mukherjee, the within named 3(three) sons seized and possessed of or otherwise well and sufficiently entitled to such plot of land in connection with the aforesaid K.M.C. Premises.

AND WHEREAS the said Bachelor son- DEBABRATA MUKHERJEE (son of Late Ramapada Mukherjee & SMT. SHILA @ SHEELA MUKHERJEE) also had died intestate on 31/08/2019, leaving behind him surviving the alive two brothers namely **SRI GOUTAM MUKHERJEE & SHYAMAL MUKHERJEE** i.e. only 2(two) legal heirs and/or successors and there is no other legal heir and/or successor in connection with the said plot of land with the stated K.M.C. Premises.

AND WHEREAS as thus as on time to time aforesaid circumstances, on and after death of the said Ramapada Mukherjee, Bula @ Kakali Mukherjee, Smt. Shila Sheela Mukherjee & Debabrata Mukherjee i.e. in total 4(four) persons, i.e. father, unmarried daughter, mother and bachelor brother, the within named **SRI GOUTAM MUKHERJEE AND SRI SHAMAL MUKHERJEE** herein presently 2(two) legal heirs

and/or successors become joint owners, compilers and possessors of the said plot of land area **2 Cottahs 3 chittak 0 sq. ft.** less being L.O.P. No. 248, C.S. Dag No./Plot No. 802(P), Mouza- Bansdrani, P.S. then Tollygunge now P.S. Regent Park, under the K.M.C. **Ward No.113, Premises No.23, Niranjan Pally, "B" Block, Assessee No. 31-113-17-0023-8**, within P.S. Regent Park, which known as Mailing Address - B/28, Niranjan Pally, Kolkata- 700070 under the A.D.S.R. Alipur, Dist. South 24-Parganas, hereinafter called and referred to the said **PROPERTY** fully written and also described with the **SCHEDULE A** hereunder written which is absolutely good, clear, fair marketable title and also free from all sorts of encumbrances.

AND WHEREAS the present **Owner herein i.e. SRI GOUTAM MUKHERJEE and SRI SHYAMAL MUKHERJEE**, in order to develop their property has decided to construct a **G+III storied building** by demolishing the present structure. For this end in view as the Developer have agreed to develop the property for commercial exploitation of the said property accepted the proposal of the Owners and accordingly both the Owners and the Developer have agreed to the following terms and conditions.

AND WHEREAS the Owners herein represented to the Developer that:-

- a) That excepting the Owners nobody else has any right, title, interest, claim and demand whatsoever or howsoever and in respect of the said property and is free from all encumbrances whatsoever and has sound marketable title.
- b) That the said property is free from all encumbrances, charges, liens, attachments, mortgage, power of Attorney, trusts whatsoever and howsoever.
- c) The Developer will bear the entire responsibility for development and construction upon the said property according to plan by demolition of the old structure there from, including all procedures and steps as may be required for such purposes.
- d) That the Owners have no excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- e) That the Owners have not entered into any Agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said premises earlier.
- f) That the Owners have not entered into any Agreement for Sale, Lease, Mortgage, Development or otherwise for transfer and/or development of the said premises mentioned hereinabove

or any part or portion or in favour of anyone other than in favour of the Developer herein.

g) That the said property is not subject to any notice of acquisition or requisitions.

h) That the said property is free from all encumbrances, charges, liens, lispendens, mortgages and/or not any acquisition or requisition and/or any other nature of civil and criminal proceedings is/are not pending in any Court of Law i.e. Criminal and Civil courts within the jurisdiction of the said land or elsewhere.

AND WHEREAS relying on the aforesaid representations and believing the same to be true, the Developer enters into this Agreement with the Owners. Both the Developer and the Owners herein agree to materialize the said proposal for construction of the proposed four storied building therefore, discussed the matter for long to avoid all future disputes and differences and finally agreed to record the terms and conditions hereinafter mentioned.

NOW THIS MEMORANDUM OF AGREEMENT
WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY
AND BETWEEN THE PARTIES AS FOLLOWS:-

That in this Memorandum of Agreement, unless anything appears to be repugnant to the subject or context.

1. **LAND:** Shall mean **ALL THAT** piece and parcel of land measuring more or less **2 Cottahs 3 chittak 0 sq. ft.** less being L.O.P. No. 248, C.S. Dag No./Plot No. 802(P), Mouza-Bansdroni, P.S. then Tollygunge now P.S. Regent Park, under the K.M.C. **Ward No.113, premises No.23, Niranjani Pally, "B" Block**, Assessee No. 31-113-17-0023-8, within P.S. Regent Park, which known as Mailing Address - B/28, Niranjani Pally, Kolkata- 700070, Dist. South 24-Parganas.
2. **BUILDING :** Shall mean **G+III storied building** to be constructed on the said land after demolition and removal of the existing Building or structures on the basis of the Plan to be sanctioned by the Kolkata Municipal Corporation.
3. **ARCHITECT:** Shall mean any person body of persons, firm or company appointed or nominated by the Developer for the purpose of constructing the proposed Building.

4. **COMMON AREAS & FACILITIES & AMENITIES:** Shall mean and include stairways, passage ways, driveways, corridors, pump room, electric meter room, one toilet and watchman's room at rear ground space, semi-underground water reservoir, overhead water tank, septic tank, electric motor and pump for lifting water from semi-underground water reservoir, fresh water pipe line, rain water pipe lines and sewerage and drains lines outside the Building, roof at top of the Building location, enjoyment, provisions, maintenance and/or management of the Building.
5. **OWNERS & DEVELOPER:** For the purpose of this Agreement shall mean and include their respective transferees, nominees and assigns.
6. **BUILDING PLAN:** Shall mean the Plan prepared by the Architect / L.B.S. appointed by the Developer and the said plan to be submitted by the Developer on behalf of the Owners after their approval at the costs and expenses of the Developer
7. **COMMON PARTS** shall mean and include the entrance, corridors, lobbies, landings, staircase, Roof and/or terrace, passages, way and all the open space including other

common areas, spaces etc. of the building as may be required for the beneficial use and enjoyment of the Unit Holder at the said building and other open areas and spaces, if any, and the Car parking spaces in the ground floor of the building.

8. **ROOF** shall mean and include the entire open space of the roof and/or top of the building excluding the space required for installation of the overhead water tank, T.V. Antena, staircase cover and other facilities.
9. **OWNER'S ALLOCATION:** Shall mean and include the shall mean **50% of the total number flats (First Floor, Second Floor, Third Floor All 50%) (i.e. 50:50 Ratio)** and Developer herein handover **One Shoproom measuring 70 Sq.ft. Super built-up area on the Ground Floor** of the proposed building as per building Plan, after completion of the said Ownership flat system building together with undivided proportionate share of land including all common right, title and interest thereon. Also the developer shall pay **a sum of Rs.3,00,000/- (Rupees Three Lakhs only) as forfeit money at the time of signing this Agreement.**

10. **DEVELOPERS' ALLOCATION** shall mean and include the **balance constructed area** on the said plot of land after owner's allocation of the proposed new building **AND** the Developer will have all power and liberty for receiving advance money, part payment or full payment from the proposed Purchasers for selling the flats and car parking spaces of the Developer's Allocation to the proposed buyers.
11. **UNDIVIDED SHARE:** Shall mean the proportionate undivided part or the share of the right, title and interest in the land, by way of sale, comprised in the said premises on which the Building to be constructed. The undivided share or interest in the land to be allotted to the transferees shall be in proportionate to the covered area.
12. **UNIT:** Shall mean the Flat/Apartment/Portion together with the other common areas and facilities and other portions of the said building, which are occupiers/users in common with other unit users.
13. **PERIOD FOR CONSTRUCTION:** The Developer shall complete the construction of the Building on the basis of the building Plan within **24 (Twenty Four) months** from

the date of obtaining Sanction Building Plan. Time in this respect unless the same is beyond the control of the parties for unforeseen reasons or force-majeure herein being deemed to be as the "**ESSENCE OF THE CONTRACT**" of Agreement between the parties. Provided on mutual consent and for unavoidable circumstances at the instance of the Developer the time may be extended another 6 (Six) months according to the progress of construction work.

14. **BUILDING MATERIALS & SPECIFICATION:** The Developer shall use best quality of Building materials required for the purpose of construction of the proposed Ground plus three storied building.

SHIFTING: The Developer shall give **one shifting** of habitable house to the Owners for their shifting so that the Owners can deliver vacant possession of the said premises to the Developer for construction works as per sanctioned plan. The Developer shall provide the said accommodation to the Owners till the completion of Owner's Allocated portion of the proposed building and deliver possession to the Owner.

15. **DEVELOPER'S OBLIGATIONS:**

- a. That the construction of the said building will be completed and the Developer will also be liable for delivery of vacant possession of the Owner's Allocation within **24 (Twenty Four) months** from the date of commencement of construction work at the said Premises.
- b. The Developer shall be solely responsible regarding construction of the proposed building upon the said land and owner shall have nothing to do in the matter.
- c. The Owner would not be liable or responsible for any action or inaction or wrong action of the part of the Developer in any matter whatsoever and howsoever and/or loss or damages, if any, incurred by the Developer for business transaction of any kind whatsoever made by the Developer with any party and/or parties in connection with or arising out of this Agreement.
- d. That the Developer have full power and authority to sell the Developer's Allocation in respect of the said multi storied building to any intending purchaser or purchasers at its sole discretion on the basis of the instrument and to receive any amount from any Purchaser/Purchasers in its own name and to appropriate the said sale proceeds of the

flats/units/spaces of the said building without having any attachment and/or share thereon of the owner hereto.

- e. The Developer shall pay all the municipal taxes and land revenue of the said property from the date of taking possession of the said First Scheduled property as to be assessed by the Kolkata Municipal Corporation till the date of the delivery of possession of the Owner's Allocation. After delivery of the Owner's Allocation, the Developer and the Owner shall pay the municipal taxes for their respective allocations.
- f. That the Developer will be liable for the construction of the said premises in all respect at its own costs and for delivery of vacant possession of the constructed area (flat/flats) of Owner's Allocation before giving possession to the Purchasers of other flats of the proposed building.
- g. That the Developer shall construct the said proposed building in time and handover physical possession of the Owner's Allocation as per this Agreement in time before possession of other intending Purchaser or Purchasers.
- h. That the Developer shall demolish the existing structure at their own cost and expenses and take the **benefit of the same** without any further consent from the owner

whatsoever in nature and developer will be entitled to get the debris and all materials out of such demolished building.

16. **FURTHER THE DEVELOPER'S RIGHT:**

- a. The owner hereby grant, subject to what has been hereunder provided exclusive right to the Developer has been handed over in the said property to build upon and to exploit commercially the said plot of land and shall be able to construct the new building thereon.
- b. That the Developer shall apply all applications, plans and other papers and documents as may be required for the purpose of construction of the building at their own costs and expenses and the developer shall also pay charges and bear all fees including architect's fees required to be paid or deposited for exploitation of the said.
- c. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the owner of the said premises or any part thereof to the Developer or is creating any right, title or interest in respect of the Developer other than an exclusive right and interest by the

Developer to commercially exploit the same in terms hereto and to deal with the Developer's allocation in the new building in the manner hereinafter stated.

- d. The original agreement and the original title deeds and with all the original documents in relation to the said premises shall be kept in the custody of the Developer herein.

17. **FURTHER THE OWNER'S OBLIGATION:**

- a. The owners hereby agreed and covenant with the Developer not to cause any interference or hindrance in the construction of the building at the said property in any manner whatsoever.
- b. That the Owners herein shall handover the original title deeds and all other original document to the Developer at the time of the execution of this Agreement.
- c. The Owners in pursuance of this Agreement shall execute and register the necessary General Power of Attorney in favour of the Developer by virtue of which the Developer shall be entitled to do all the acts and for sale in respect of the Developer's Allocations and shall also be entitled to

execute registered Deed of Conveyance in respect of the Developer's Allocation under this Agreement.

- d. Simultaneously with the execution of these presents the Owner has given power or right to the Developer in respect of selling the said Flat/Flats and spaces of the Developer's Allocation in the said newly building to the intending purchasers and/or nominees and also to enter into Agreement for Sale with the intending Purchaser/s and taking Advance amount in respect of the Developer's Allocation in the manner lawfully and also settle this price for the same and to receive booking and consideration money for the same in the manner the Developer may deem fit and proper, provided of Course, and sign, represent and submit and execute admit before any Registrar and Sub-Registrar, Addl. District Sub-Registrar, District Register Assurances, Kolkata and other officer or officers or authority or authorities having jurisdiction and to present for registration and admit execution and to acknowledge and register or have registered and perfected all documents deeds, instruments and writing signed by the said Developers lawfully.

- e. The Developer shall sell, convey and transfer and/or complete the sale and transfer of the Developer's Allocation or any part or share thereof to any new purchaser or purchasers, agreements, supplementary, agreements, sale agreements, sale deeds, documents of transfer and assignments and to do all acts, deeds and things with regard to registration any of sale or transfer before the competent authority and receive further or other consideration from new buyers and also any other amounts receivable in respect of the Developer's Allocation or any of them or any part thereof which are or may be due payable or recoverable from any person or persons or authority or authorities by cheques, cash or pay orders or Demand Drafts drawn in the name of the Developer in terms of these presents.
- f. The Owners hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing of any portion or portions of the Developer's Allocation/portion in the building or of the said property.

- g. The Owners hereby agreed and covenant with the Developer not to let out, grant, lease, mortgage and/or charge the allocated portion of the Developer in the super built up construction but shall have all right to let out, grant, lease, mortgage and/or charge his allocated portion to any person/persons, company or companies etc. save and except the developer's allocation. The Developer also shall not have any right to let out, grant, mortgage and/or charge the allocated super built up area of the Owner but shall have the right let out, grant, lease booking money etc. from the person/persons, company/companies in respect of the Developer's Allocation.
- h. That the Owners shall not directly or indirectly obstruct withhold or in any way interfere with the construction of the said building and/or disposal of the Developer's Allocation before or after or in course of or during the period of construction of the said building in any manner whatsoever.
- i. That the Owners will be fully liable or responsible for any defects in the title of the said property.

- j. That the Owners shall not directly or indirectly obstruct withhold or in any way interfere with the construction of the said building and/or disposal of the Developer's Allocation before or after or in course of or during the period of construction of the said building in any manner whatsoever.
- k. That the Owners shall be fully responsible to pay and clear the K.M.C. taxes and dues relating to the First Scheduled property before handing over the First Scheduled property to the Developer.
- l. That after getting delivery of possession of the Owner's Allocation, the Owner shall be liable to execute and register Deed or Deeds of Conveyance in favour of the Developer or its nominee or nominees in respect of the Developer's Allocation of flats at the cost of the Developer as and when call for by the Developer.
- m. The Owners shall not demand and/or claim or extra benefit save and except clearly mentioned in the Second Schedule and in case of any extra work other than the Second Schedule mentioned hereunder the owner shall be liable to pay additional charge for such extra work.

- n. The Owners shall not be entitled to nor shall she does or undertakes or cause to be done or undertaken any act deed or things during the subsistence of this Agreement and/or till completion of the construction of the proposed building in respect of the said property nor shall be encumber or create or cause third party interest therein, including mortgage, lease, let out, transfer of any portion of the said property in any manner.

18. **OWNER'S INDEMNITY:**

- a. That the Owners hereby fully agree and consent that the Developer shall have the right to advertise, fix hoardings or sign-board of any kind relating to the publicity for the benefit or commercial explanation of the new building from the date of execution of this Agreement and on completion of the building or earlier all such advertisements and hoardings shall be cleared of by the Developer at its own costs.
- b. The Owners hereby undertake that the Developer shall be entitled to the said constructions and shall enjoy their allocation portion without any interference and/or disturbance provided the Developer's performance and

fulfills all and singular the terms and conditions herein contained and/or its par to be observed and performed.

19. **POSSESSION:**

- a. The owners shall give quiet, peaceful and unencumbered possession of the said property to the Developer simultaneously after the execution of this Agreement.
- b. The Developer shall on completion of the new building put the owner in undisputed possession of the Owner's Allocation together with all right in common to the common portion as absolute owner thereof.
- c. The Developer shall be exclusively entitled to the Developer's Allocation in the new building with exclusive right to transfer or otherwise deal with or dispose of the same without however prejudicially affecting right, title, claim or interest therein whatsoever of the owner and the owner shall not in any manner interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

20. **MISCELLANEOUS:**

- a. Nothing in these presents shall be construed as a demise or assignment or conveyance of the said property by the owner or any part thereof to the Developer as creating any

right title and interest in respect thereof nor shall be construed as a partnership between the parties hereto other than an exclusive right granted to the Developer herein to exploit the said property in terms hereof provided, however, the Developer shall be entitled to borrow money from any bank or banks without creating any financial liability on the owner while performing the terms and conditions of these presents and that the said property shall not be encumbered nor the owner herein be liable for payment of any dues of such bank or banks and for that purpose the Developer shall keep the owner indemnified claims all actions suits proceedings and costs and charges and expenses in respect thereof.

- b. That all correspondences shall have to be sent either by registered post or by personal peon or messenger to each of their/its address as stated earlier in agreement.
- c. The suffering party shall have the right of specific performance of contract against each other.
- d. That the Civil Judges Court of Alipore District South 24-Parganas shall have the jurisdiction to entertain all disputes between the parties.

21. **FORCE MAJEURE:** Force majeure shall mean floods, earthquake, riot, war, storm, tempest, civil commotion, strikes, lock-out and/or any other act or commission beyond the control of the parties hereto.
22. The aforesaid terms and conditions are binding on both the parties herein.

FIRST SCHEDULE ABOVE REFERRED TO:

ALL THAT piece and parcel of land measuring more or less **2 Cottahs 3 Chittak 0 Sq.Ft.** more or less along with decayed old tiles shed structure measuring 200 Sq.ft. more or less lying and situated at and being L.O.P. No. 248, C.S. Dag No./Plot No. 802(P), Mouza- Bansdroni, P.S. then Tollygunge now P.S. Regent Park, under the K.M.C. **Ward No.113, premises No. 23, Niranjn Pally, "B" Block, Assessee No. 31-113-17-0023-8,** within P.S. Regent Park, which known as Mailing Address - B/28, Niranjn Pally, Kolkata- 700070, Dist. South 24-Parganas, which is butted and bounded in the manner following that is to say :-

On the North	:	16 Feet Wide Colony Road
On the South	:	L.O.P. No. 845
On the East	:	8 Feet Wide Road
On the West	:	L.O.P. No. 247.

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

Shall mean and include ~~the Developer herein shall retain~~ **50% of the total number flats (First Floor, Second Floor, Third Floor All 50%) (i.e. 50:50 Ratio)** and Developer herein handover **One Shoproom measuring 70 Sq.ft. Super built-up area on the Ground Floor** of the proposed building as per building Plan, after completion of the said Ownership flat system building together with undivided proportionate share of land including all common right, title and interest thereon. Also the developer shall pay **a sum of Rs.3,00,000/- (Rupees Three Lakhs only) as forfeit money at the time of signing this Agreement.**

THE THIRD SCHEDULE ABOVE REFERRED TO:
(DEVELOPERS' ALLOCATION)

Developers' Allocation shall mean and include the balance **constructed area** on the said plot of land after owner's allocation of the proposed new building **AND** the Developer will have all power and liberty for receiving advance money, part payment or full payment from the proposed Purchasers for selling the flats and car parking spaces of the Developer's Allocation to the proposed buyers.

Shyamal Mukherjee

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(ANNEXURE - I)

(Details of Specification of the Flats)

FOUNDATION: The Building is designed R.C.C. Fittings & Frame.

WALLS: All external wall shall be 200mm thick brick with cement plaster.

All internal portion walls will be 125 mm to 125mm thick with both side cement plaster.

All inside wall will be coated with plaster of paris.

DOORS: All Doors Frame shall be 100/62 mm with Flush doors except Front Door (Front Door will be wooden). All toilet doors with P.V.C.

All fittings such as M.S. hinges, Haj-Block Lock with Handle. Aluminum tower bolt, door stopper, vision aperture shall be provided to Main Door.

WINDOWS: Aluminum Channel Door.

FLOORING: Vitrified tiles & Skirting Marble:

TOILETS: There will be three toilets and will be Western Commode with fittings. Entire Floor of the Toilets will be Marble and wall Tiles and One Geezer point will be provided and three water point in attached bath room. One washing basin in Toilet (18 X 12). Fittings will be provided with reputed Company

materials (Hardware/Prayer).

KITCHEN: Kitchen shall have 4' ft. high tiles from kitchen top with a cooking platform (3'-0") along with a Steel sink.

INTERNAL FINISH TO WALLS: All internal walls and ceiling of living Rooms and varandah shall be finished with plaster of paris. Common Line © PVC., PVC Water Tank.

EXTERNAL PAINTING: All external walls will be painted by whether coat.

ELECTRIFICATION: All the internal wiring shall be concealed in Polythene conduit.

All wires shall be Finolex Brand and the switches will be Ancher/Preeety Brand.

All switch Boards of M.S. Flush with walls with Acrylic cover and all switch of preety Brand.

Bed Rooms shall provide with 2 Nos. light point + 1 No. Fan Point + 15 amp. Plug point + 1 No. 5 amp. Plug point.

Lrawing cum dining space shall be provide with 2 Nos. light points + 2 nos. fan point + 1 no. call-bell point + 1 No. tele point + 1 no. cable point.

Kitchen and toilet will be provided with 1 No. light point and 1 No. plug point, 1 No. exhaust fan point in kitchen and toilet.

EXTRA WORK:

Any extra work will be charge as per the market price.

IN WITNESS WHEREOF the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

WITNESSES:

1. Chandu Kumar Singh
Alipore Police Court
Kolkata

1) Govind Kumar Mukherjee

2. Binoy Adhikary
A/44 Nirayana Pally

2) Shyamal Mukherjee

SIGNATURE OF THE OWNERS:

Drafted by me:

SWASTIK ENTERPRISE & CONSTRUCTION

Jony Ganguly
Proprietor

Amitabh Ray
Advocate

Alipore Police Court,
Kolkata-700027.


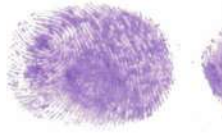









Printed by me:

S.N.M.

Alipore Police Court,
Kolkata-700027.

SIGNATURE OF THE DEVELOPER:

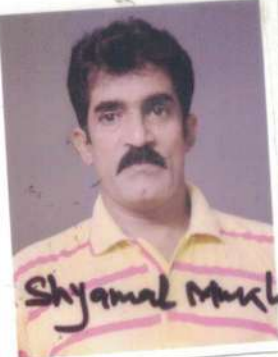








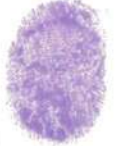

Thumb 1st finger middle finger ring finger small finger

 Gopalram Musthajer	left hand					
	right hand					

Name.....

Signature..... Gopalram Musthajer












Thumb 1st finger middle finger ring finger small finger

 Shyamal Mukherjee	left hand					
	right hand					

Name.....

Signature..... Shyamal Mukherjee

Thumb 1st finger middle finger ring finger small finger

 Tony Ganguly	left hand					
	right hand					

Name.....

Signature..... Tony Ganguly



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

GRN: 19-202021-005438981-1

Payment Mode Online Payment

GRN Date: 06/08/2020 12:31:31

Bank : State Bank of India

BRN : IK0AQELPI7

BRN Date: 06/08/2020 12:32:21

DEPOSITOR'S DETAILS

Id No. : 3000892849/5/2020
[Query No./Query Year]

Name : Jony Ganguly

Contact No. : 9874846981

Mobile No. : +91 9874846981

E-mail :

Address : B6 bansdroni niranjan pally

Applicant Name : Mr Chandan Kumar Dey

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 5

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	3000892849/5/2020	Property Registration- Stamp duty	0030-02-103-003-02	21
2	3000892849/5/2020	Property Registration- Registration Fees	0030-03-104-001-16	3021
3	3000892849/5/2020	Property Registration- Stamp duty	0030-02-103-003-02	21
4	3000892849/5/2020	Property Registration- Registration Fees	0030-03-104-001-16	3021

Total

6084

In Words : Rupees Three Thousand Forty Two only

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

GOUTAM MUKHERJEE
RAMAPADA MUKHERJEE

02/09/1959

Permanent Account Number

CVCPM0305B

Goutam Mukherjee

Signature



17082015

Goutam Mukherjee

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

JONY GANGULY

RAJ KUMAR GANGULY

20/10/1982

Permanent Account Number

AOYPG8134P

Jony Ganguly
Signature



यदि आपकी को चोरी, चाने पर कृपया सूचित करें / नोटिस :
आयकर सेवा सेवा इकाई, एन एस डी यूए
प्राथमिक, टाइम्स टॉवर, कान्हा मिल्स कंपाउंड,
एच. बी. मार्ग, लोअर पारेल, मुंबई - 400 013.

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

Income Tax PAN Services Unit, NSDI,
1st Floor, Times Tower,
Kandala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.

tel: 91 22-2499 4670, Fax: 91 22-2495 0664,
mail: nanspe@nsdi.gov.in

Jony Ganguly.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
FYRPM3029M



नाम / Name
SHYAMAL MUKHERJEE

पिता का नाम / Father's Name
RAMA PADA MUKHERJEE

जन्म की तारीख
Date of Birth
17/09/1972

Shyamal Mukherjee
हस्ताक्षर / Signature

03022020

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटायें:
आयकर पैन सेवा इकाई, एन एस डी एल
चौथी मंजिल, मंत्री स्टर्लिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मॉडल कॉलोनी, दीप बंगला चौक के पास,
पुणे - 411 016.

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

Income Tax PAN Services Unit, NSDL
4th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in



Shyamal Mukherjee



ভারত সরকার

ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি/Enrollment No.: 1040/19757/06653

To
চন্দন কুমার দে
Chandan Kumar Dey
155 SARATPALLY
Bansdroni
Bansdroni South Twenty Four Parganas
West Bengal 700070

16048733



MN160487336DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

8707 0371 1096

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



চন্দন কুমার দে
Chandan Kumar Dey
পিতা : নিত্যানন্দ দে
Father : NITYANANDA DEY
জন্ম সাল / Year of Birth : 1964
পুরুষ / Male

8707 0371 1096



আধার - সাধারণ মানুষের অধিকার



भारत सरकार
GOVERNMENT OF INDIA



Jony Ganguly

DOB: 20/10/1982
MALE



2778 3257 5821

MEERA AADHAAR, MERI PEHCHAN



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O: Raj Kumar Ganguly, B/6,
CONGRESS NAGAR, BASDRONI, Kolkata,
South 24 Parganas,
West Bengal - 700070



1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

Jony Ganguly.



सत्यमेव जयते
भारत सरकार

Unique Identification Authority of India
Government of India

ভালিকাভুক্তির আই ডি/Enrollment No.: 1040/19822/22283

To
গৌতম মুখার্জী
GOUTAM MUKHERJEE
ANANDAPALLI
PURBA PUTIARI Purba Putiary S.O
Purba Putiary Kolkata
West Bengal 700093

16056025



MN160560257DF



আপনার আধার সংখ্যা/ Your Aadhaar No. :

3733 0619 5499

আধার - সাধারণ মানুষের অধিকার



भारत सरकार
GOVERNMENT OF INDIA



গৌতম মুখার্জী
GOUTAM MUKHERJEE
পিতা : রামপদ মুখার্জী
Father : RAMAPADA MUKHERJEE
জন্ম সাল / Year of Birth : 1959
পুরুষ / Male

3733 0619 5499



আধার - সাধারণ মানুষের অধিকার

Goutam Mukherjee



भारत सरकार
GOVERNMENT OF INDIA



শ্যামল মুখার্জী
Shyamal Mukherjee
পিতা : রমা পদ মুখার্জী
Father : RAMA PADA MUKHERJEE
জন্ম সাল / Year of Birth : 1972
পুরুষ / Male



9761 9009 4508

আধার - সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ঠিকানা:
বি/২৮, নিরঞ্জন পল্লী, বাঁশড্রোণী,
বাঁশড্রোণী, দঃ ২৪ পরগণা,
পশ্চিমবঙ্গ, 700070

Address:
B/28, NIRANJAN PALLY,
BANSDRONI, Bansdroni,
Bansdroni, South Twenty
Four Parganas, West
Bengal, 700070

1947
1800 180 1847

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947,
Bengaluru-560 001

Shyamal Mukherjee

Major Information of the Deed

Deed No :	I-1605-02112/2020	Date of Registration	07/08/2020
Query No / Year	1605-3000892849/2020	Office where deed is registered	
Query Date	03/08/2020 12:40:45 PM	1605-3000892849/2020	
Applicant Name, Address & Other Details	Chandan Kumar Dey Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831083468, Status : Others		
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 : 3,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 22,47,501/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 5,021/- (Article:48(g))	Rs. 3,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



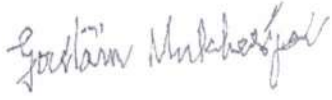


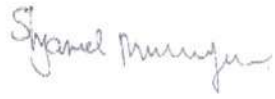
District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Niranjana Pally Block-B, , Premises No: 23, , Ward No: 113 Pin Code : 700070

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	2 Katha 3 Chatak	1/-	21,87,501/-	Width of Approach Road: 16 Ft.,
Grand Total :				3.6094Dec	1 /-	21,87,501 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	200 Sq Ft.	1/-	60,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		200 sq ft	1 /-	60,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Goutam Mukherjee Son of Late Ramapada Mukherjee Executed by: Self, Date of Execution: 07/08/2020 , Admitted by: Self, Date of Admission: 07/08/2020 ,Place : Office	 07/08/2020	 LTI 07/08/2020	 07/08/2020
Anandapally, Purba Putiary, P.O:- Bansdroni, P.S:- Regent Park, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700070 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: CVCPM0305B, Aadhaar No: 37xxxxxxxx5499, Status :Individual, Executed by: Self, Date of Execution: 07/08/2020 , Admitted by: Self, Date of Admission: 07/08/2020 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Mr Shyamal Mukherjee (Presentant) Son of Late Ramapada Mukherjee Executed by: Self, Date of Execution: 07/08/2020 , Admitted by: Self, Date of Admission: 07/08/2020 ,Place : Office	 07/08/2020	 LTI 07/08/2020	 07/08/2020
B/28, Niranjan Pally, P.O:- Bansdroni, P.S:- Regent Park, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700070 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: FYRPM3029M, Aadhaar No: 97xxxxxxxx4508, Status :Individual, Executed by: Self, Date of Execution: 07/08/2020 , Admitted by: Self, Date of Admission: 07/08/2020 ,Place : Office				




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Swastik Enterprise And Construction A/28, Niranjan Pally, P.O:- Bansdroni, P.S:- Regent Park, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700070 , PAN No.:: AOYPG8134P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Jony Ganguly Son of Late Rajkumar Ganguly Date of Execution - 07/08/2020, , Admitted by: Self, Date of Admission: 07/08/2020, Place of Admission of Execution: Office	 Aug 7 2020 1:16PM	 LTI 07/08/2020	 07/08/2020
B/6, Bansdroni Niranjan Pally, P.O:- Bansdroni, P.S:- Regent Park, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AOYPG8134P, Aadhaar No: 27xxxxxxx5821 Status : Representative, Representative of : Swastik Enterprise And Construction (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Chandan Kumar Dey Son of Late Nityananda Dey Alipore Police Court, P.O:- Alipore, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027	 07/08/2020	 07/08/2020	 07/08/2020
Identifier Of Mr Goutam Mukherjee, Mr Shyamal Mukherjee, Mr Jony Ganguly			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mr Goutam Mukherjee	Swastik Enterprise And Construction-1.80469 Dec
2	Mr Shyamal Mukherjee	Swastik Enterprise And Construction-1.80469 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Mr Goutam Mukherjee	Swastik Enterprise And Construction-100.00000000 Sq Ft
2	Mr Shyamal Mukherjee	Swastik Enterprise And Construction-100.00000000 Sq Ft

On 07-08-2020

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 12:08 hrs on 07-08-2020, at the Office of the A.D.S.R. ALIPORE by Mr Shyamal Mukherjee, one of the Executants.

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 22,47,501/-

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

Execution is admitted on 07/08/2020 by 1. Mr Goutam Mukherjee, Son of Late Ramapada Mukherjee, Anandapally, Purba Putiary, P.O: Bansdrani, Thana: Regent Park, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Retired Person, 2. Mr Shyamal Mukherjee, Son of Late Ramapada Mukherjee, B/28, Niranjan Pally, P.O: Bansdrani, Thana: Regent Park, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Retired Person

Indetified by Mr Chandan Kumar Dey, , Son of Late Nityananda Dey, Alipore Police Court, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

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

Execution is admitted on 07-08-2020 by Mr Jony Ganguly, PROPRIETOR, Swastik Enterprise And Construction (Sole Proprietorship), A/28, Niranjan Pally, P.O:- Bansdrani, P.S:- Regent Park, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700070

Indetified by Mr Chandan Kumar Dey, , Son of Late Nityananda Dey, Alipore Police Court, P.O: Alipore, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 3,021/- (B = Rs 3,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 3,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/08/2020 12:32PM with Govt. Ref. No: 192020210054389811 on 06-08-2020, Amount Rs: 3,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AQELPI7 on 06-08-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 21/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 22, Amount: Rs.5,000/-, Date of Purchase: 03/08/2020, Vendor name: Samiran Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/08/2020 12:32PM with Govt. Ref. No: 192020210054389811 on 06-08-2020, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AQELPI7 on 06-08-2020, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2020, Page from 79292 to 79338

being No 160502112 for the year 2020.



Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR
Date: 2020.08.07 15:30:32 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2020/08/07 03:30:32 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)