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AA 919789

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.

Ad. Dist Sub-Registrar
Alipore, South 24 Parganas

74 JAN 2021

DEVELOPMENT AGREEMENT

1. Date : 14th January , 2021 .
2. Place : Kolkata.
3. Parties :
 - 3.1 SRI KRISHNAMOY MUKHERJEE (PAN – AFCPM2101F), Aadhaar No. 6044 1665 9706 , son of Suresh Chandra Mukherjee , by faith – Hindu, by occupation –Retired Teacher, by Nationality – Indian, residing at 1 No. Deshbandhu Nagar, D-Block, Panihati, Post Office & Police Station – Sodepur, Kolkata – 700110, Dist-24 Pgns (N),

361858

- 9 JAN 2021

NO Rs. Date
Name : **B. C. LAHIRI** Advocate
Address : **ALIPUR JUDGE COURT**
Vendor : **KOL-27**

I. CHAKRABORTY
6B, Dr. Rajendra Prasad Sarani
Kolkata - 700 001



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Identified by me
Subin Kumar Das
Asst
Alipura Police Constable
KOL-27

- 3.2 SRI ASHIS KUMAR MUKHERJEE (PAN- AISPM2152K), Aadhaar No. 3335 3058 1775, son of Suresh Chandra Mukherjee , by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at 1 No. Deshbandhu Nagar, D-Block, Panihati, Post Office & Police Station – Sodepur, Kolkata – 700110, Dist-24 Pgns (N),
- 3.3 SRI PARTHA MUKHERJEE (PAN- BVZPM9230P), Aadhaar No. 4780 5777 4807, son of Suresh Chandra Mukherjee , by faith – Hindu, by occupation – Service, by Nationality – Indian, residing at 1 No. Deshbandhu Nagar, D-Block, Panihati, Post Office & Police Station – Sodepur, Kolkata – 700110, Dist-24 Pgns (N),
- 3.4 SRI SISIR MUKHERJEE (PAN- AMDPM3631Q), Aadhaar No. 7499 7854 3897, son of Suresh Chandra Mukherjee , by faith – Hindu, by occupation – Service, by Nationality – Indian, residing at 1 No. Deshbandhu Nagar, D-Block, Panihati, Post Office & Police Station – Sodepur, Kolkata – 700110, Dist-24 Pgns (N),
- 3.5 SRI ARPAN MUKHERJEE (PAN- EENPM3940G), Aadhaar No. 5967 5087 1628, son of Nitya Gopal Mukherjee , by faith – Hindu, by occupation – Service, by Nationality – Indian, residing at 1 No. Deshbandhu Nagar, D-Block, Panihati, Post Office & Police Station – Sodepur, Kolkata – 700110, Dist-24 Pgns (N),
- 3.6 SRI MALAY MUKHOPADHYAY, (PAN- AZXPM3414A), Aadhaar No. 4322 0344 5102, son of Nitya Gopal Mukherjee , by faith – Hindu, by occupation – Retired Govt. employee, by Nationality – Indian, residing at 1 No. Deshbandhu Nagar, D-Block, Panihati, Post Office & Police Station – Sodepur, Kolkata – 700110, Dist-24 Pgns (N), and
- 3.7 SRI RABIN MUKHERJEE son of Nitya Gopal Mukherjee , by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 1 No.



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Deshbandhu Nagar , D-Block, Panihati , Post Office & Police Station –
Sodepur, Kolkata – 700110, Dist-24 Pgns (N).

(**Owners**, include their respective heirs, legal representatives, executors,
administrators and/or assigns).

And

3.8 **Messieurs MSD REALITY** (PAN AETPC4467J), a Proprietorship firm
having its office at Premises No. 8, Lake Avenue, Ground floor, Police Station-
Lake, Post Office- Kalighat, Kolkata – 700 026 , represented by its Proprietor
Sri Subhasish Chowdhury (PAN – AETPC4467J), Aadhaar No. 7672 6025
0901, son of Late Jayanta Chowdhury, residing at Premises No. 8 , Lake
Avenue , Ground floor, Police Station- Lake, Post Office- Kalighat, Kolkata –
700 026 .

(**Developer**, includes successors-in-interest and/or assigns)

Owner and Developer individually Party and collectively Parties.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE
CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

4. Subject Matter of Agreement

4.1 **Development of Said Property:** Terms and conditions between the Owners and
the Developer with regard to development (in the manner specified in this
Agreement) of land measuring **All That** piece or parcel of land measuring an
area of 3 (three) Cottahs and 7 ½ (seven and half) Square-feet, be the same or
little more or less , **Together With** a straight three storied (consisting of ground
and three upper floors) brick-built building having a total built up area of 6031
Square-feet, including mezzanine floor admeasuring 289 sq. ft. more or less and
290 Sq. Ft. Car Parking space in the Ground Floor, erected on a part thereof,
situate, lying at and being municipal Premises No. 6/1, Ft. Lt. Tapan Chowdhury
Avenue, Police Station – Tollygunge, Kolkata – 700026, District 24 Parganas



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(South) (**Said Property**) , morefully and specifically described in the **First Schedule** hereunder written by rebuilding, renovating the existing building thereat (**the Existing Building**).

5. Representations, Warranties and Background

5.1 Owner's Representations: The Owner have represented and warranted to the Developer as follows :

WHEREAS one Basanta Kumar Bandopadhyay was the sole and absolute owner of land measuring about 3 (three) Cottahs 7 ½ (seven and half) Square Feet be the same a little more or less, out of the total land measuring about (six) Cottahs 36 (thirty six) Square Feet of land being Plot No. 420 of the Surplus land of the Calcutta Improvement scheme No. IVA, formed out of a piece of Municipal Holding No. 50, Mudiali Road, Sub Division 'T', Division IV, Dihi Panchannagram, Mouza – Mudiali, Police Station – Tollygunge, under Sub-Registry Office at Alipore, District 24 Parganas;

AND WHEREAS while said Basanta Kumar Bandopadhyay was sufficiently seized and possessed the aforesaid property died intestate on 17th March, 1942, leaving behind his wife namely (1) Srimati Sunita Debi, four sons namely (2) Sri Rama Prasad Banerjee, (3) Sri Devo Prasad Banerjee, (4) Sri Hari Prasad Banerjee, (5) Sri Syama Prasad Banerjee, as his heirs or legal representatives. Accordingly after the demise of said Basanta Kumar Bandopadhyay, in accordance with the Hindu Law of Succession, his aforesaid wife and four sons became the joint owner of the aforesaid property by way of inheritance.

AND WHEREAS after becoming joint owners of the aforesaid property while said (1) Srimati Sunita Debi, and aforesaid four sons namely (2) Sri Rama Prasad Banerjee, (3) Sri Devo Prasad Banerjee, (4) Sri Hari Prasad Banerjee, (5) Sri Syama Prasad Banerjee were sufficiently seized and possessed the aforesaid property by virtue of a registered Deed of Conveyance, dated 5th January, 1965 which was duly executed and registered in the Office of Sub-Registrar at Alipore



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and recorded in Book No. I, Volume No. 10, Pages from 183 to 199, Being No. 78, for the year 1965 sold and transferred the aforesaid property unto and in favour of Smt. Bina Mukherjee, since deceased, wife of Late Anil Mukherjee, for the valuable consideration mentioned thereon and delivered possession thereof.

AND WHEREAS after the aforesaid purchase said Smt. Bina Mukherjee mutated her name with the records of the Kolkata Municipal Corporation, under Assessee No. 11-087-08-0081-2 whereby the property has been known and numbered as Municipal Premises No. 6/1, Ft. Lt. Tapan Chowdhury Avenue, Police Station – Tollygunge, Kolkata – 700026 within the limits of the Kolkata Municipal Corporation, under Ward No. – 87, District South 24 Pdns.

AND WHEREAS after the aforesaid purchase while said Smt. Bina Mukherjee was sufficiently seized and possessed aforesaid property died intestate on 30.06.2006, leaving behind her only brother-in-law namely Sri Nani Gopal Mukherjee, the owner herein, as her heir or legal representatives. Be it mentioned here that the husband of the said Smt. Bina Mukherjee namely Anil Mukherjee alias Anil Kr. Mukherjee predeceased her wife on 03.04.1995.

AND WHEREAS accordingly the said Sri Nani Gopal Mukherjee, became the sole and absolute Owner of the aforesaid property, i.e. land measuring about 3 Cottahs 7 ½ Square Feet be the same a little more or less, together with structure standing thereon, Sub-Division 'T' Division IV, Dihi Panchannangram, Mouza-Mudiali, under Sub-Registrar Office at Alipore, being Municipal Premises No. 6/1, Ft. Lt. Tapan Chowdhury Avenue, Police Station – Tollygunge, Kolkata – 700 026, District South 24 Pdns, within the limits of the Kolkata Municipal Corporation, under Ward No.087.

AND WHEREAS the said Nanigopal Mukherjee who was a Hindu, being issueless, governed by the Dayabhaga or Bengal School of Hindu Law died



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intestate on 02.10.2020 , leaving behind surviving him his sister in law (1a) Smt. Usha Rani Mukherjee, wife of Late Suresh Chandra Mukherjee and nephews namely (1b) Krishnamoy Mukherjee, the Declarant herein , (1c) Ashis Mukherjee, (1d) Partha Mukherjee and (1e) Sisir Mukherjee, all sons of Late Suresh Chandra Mukherjee and another sister in law (2a) Smt. Chinu Rani Mukherjee, wife of Late Nityagopal Mukherjee, (2b) Arpan Mukherjee , (2c) Malay Mukherjee (2d) Rabin Mukherjee, all sons of Late Nityagopal Mukherjee as his only legal heirs and successors and no other person or persons as his heirs, heiress and successors. Be it noted that Suresh Chandra Mukherjee being one of the brothers of Nanigopal Mukherjee, predeceased him on 12/01/1993 and his another brother Nityagopal Mukherjee also predeceased him on 13/11/1989. Furthermore, Priyabala Mukherjee , mother of Late Nanigopal Mukherjee predeceased him long back on 08/09/1982. Furthermore, Nilima Mukherjee wife of Nanigopal Mukherjee also predeceased him on 17.12.2014.

AND WHEREAS in the manner stated above , the Owners herein as aforesaid become the absolute Owners of the said land and building comprised in the said premises each having and inheriting undivided one-seventh share in the said property and are in possession of the said Premises and the Owners herein have a marketable title thereto and is not aware of any defect in the title of the Premises and have not entered into any agreement creating any right in the Premises but subject to occupation of one tenant namely Mr. Uday Dwivedi occupying part and portion of the said premises free from all encumbrances whatsoever.

- 5.1.1 The existing building at the said premises is 50 years old and it requires substantial renovation and repairs involving substantial costs.
- 5.1.2 The said property is under occupation of one tenant, the details whereof is given in **Second Schedule** below.
- 5.1.3 The right, title and interest of the Owners in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, liens and lispensens save and except the occupation of the tenant.



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- 5.1.4 The Owners shall ensure that title of the Owners to the Said Property continues to remain marketable and free from all encumbrances till the completion of the development of the Said Property.
- 5.1.5 The Owners have ascertained and confirmed that no part or portion of the Said Property has been (1) acquisitioned or requisitioned by the State or the Central Government or any statutory body, (2) notified/planned for any development scheme of the Government or any statutory body and (3) vested in the State by operation of law. Consequently, the entirety of the Said Property is free, marketable.
- 5.1.6 The Owners have full right, power and authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.1.7 The Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.
- 5.1.8 Except the areas under occupation of the tenant, the Owners are in vacant, peaceful and physical possession of the remaining portion of the Said Property. The Owners also confirm and assure that they are in the position to deliver khas, vacant, peaceful and physical possession of the said remaining portion of the said property to the Developer.
- 5.1.9 The said property or any part or portion thereof is not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demand Recovery Act or any other Acts or Case or otherwise whatsoever or howsoever and the Said Property or any part or portion thereof is not affected by any notice or scheme or alignment of the Kolkata Metropolitan Development Authority or the Metro Railways or the Government or any other Public or Statutory Body or Authority.



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- 5.1.10 The said property or any part thereof is not the subject matter of any previous agreement.
- 5.1.11 There is no order of Court or any other statutory authority prohibiting the Owners from developing, selling, transferring and/or alienating the Said Property or any part thereof.
- 5.2 The Owners have decided to develop the said property. Pursuant thereto, preliminary discussions were held with the Developer for execution of the Project and now this Development Agreement is entered into on the below mentioned terms and conditions.
- 5.3 Pursuant to the above and relying on the representations made by the Owners herein, final terms and conditions for the Project are being recorded by this Agreement.
- 5.4 The Developer shall commence and complete the entire project entirely at its own cost and expense and deliver the Owners' Allocation to the Owners.

6. Basic Understanding

- 6.1 **Development of Said Property by Renovation and Repair:** The Parties have mutually decided to take up the Project, i.e. the development of the said property by construction of new building or rebuilding or renovation, repair of the existing building thereon.

Appointment and Commencement:

- 7.1 **Development of Said Property by Construction of Project:** The Owners hereby appoint the Developer to execute the Project and relying on the aforesaid representation of the Owners and acting on the faith thereof the Developer hereby agrees to such appointment on the terms and conditions mentioned below.
- 7.2 **Commencement:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above



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and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

- 8. Obligation & Responsibility of Owners:** The Owners shall be obliged:
- 8.1 **Possession of Said Property:** To hand over khas, vacant and peaceful possession of the remaining portion of the said property to the Developer simultaneously with the execution of this agreement.
- 8.2 **Conveyance for Developer's Allocation:** To execute and register the conveyance in respect of Developer's allocation.
- 8.3 **Power of Attorney for construction or Renovation and Repair:** To grant to the Developer and/or its assigns, nominees, legal representatives a Power of Attorney empowering them for having the Building Plans revised/sanctioned /revalidated /modified/alterd by the Planning Authorities or obtaining all necessary permissions from different authorities in connection with construction or rebuilding or renovation and repair of the existing building and for doing all things needful therefor .
- 8.4 **Power of Attorney for Sale of Developer's Allocation:** To grant to the Developer and/or its nominee/s a Power of Attorney for construction or renovation and repair of the existing building and to enable the Developer to exclusively deal, sell, transfer and/or lease out the Developer's allocation and to execute and register deed/s therefor and to receive consideration from such transfers and to appropriate the same.
- 8.5 **Further Acts:** Notwithstanding grant of the aforesaid Power of Attorney, to execute, as and when necessary, all papers, documents, etc. for enabling the Developer to perform all obligations under this Agreement.
9. **Obligation, Duties And Responsibility Of Developer:** The obligation, duties and responsibility of Developer shall be as follows:-



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- 9.1 **Tenants:** To settle with the Tenant and to have them vacate his entire occupied portion in the Existing Building and for such vacating if any amount is to be paid to him as rehabilitation cost, the same shall be borne and paid by the Developer. Or if any space is to be allocated for rehabilitation of such Tenant then in such case such area is to be allocated from the Developer's allocation. If no such settlement is possible, in that event to file appropriate legal proceedings against the tenant for his eviction. The Owners shall extend reasonable co-operation to the Developer to have the Tenant vacate their respective portions.
- 9.2 **Survey etc.:** To carry out survey, soil testing etc. and to obtain the certificates in respect thereof.
- 9.3 **Architect:** To appoint architect at its own cost and prepare the plan for rebuilding or renovation and repair.
- 9.4 **Costs & Expenses:** To pay the architect fee and expenses including for obtaining sanction of the plan from the sanctioning authority for rebuilding or renovation and repair of the existing building at the cost of the Developer.
- 9.5 **Sanction Plan:** To have the revised /modified /reconstruction/ rebuilding plan for the project sanctioned from the sanctioning authority or to have the existing plan modified or revalidated.
- 9.6 **Completion:** To complete the rebuilding or renovation and repair of the Existing Building in all respects within 02 (two) years (**Completion Date**) from the date of sanction/modification/revalidation of the building plan or from the date of receiving khas, vacant and peaceful possession of portions said property under occupation of the tenant, whichever is later, but subject to Force Majeure mentioned in Clause 20 herein and reasons beyond the control of the Developer. The Owners acknowledge the fact that inasmuch as the substantial portion of the said property is under occupation of the tenant and it will not be possible to develop the said property without getting the same vacated by the tenant, time



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shall not be essence of the agreement. The completion date may be mutually extended by and between the parties, if so required.

10. Owners' Consideration

10.1 **Owners' Allocation :** The Owners shall entitled to 10% (Ten percent) of the saleable constructed areas (**Owners' Allocation**) of the said property along with non-refundable amount of Rs. 70,00,000.00 (Rupees Seventy lacs) only to be paid by the Developer to the Owners in the manner as stated below.

(A) At the time of signing of the Agreement by draft Rs. 70,00,000.00 (Rupees Seventy lacs) only divided by equal share of Seven persons.

11. Developer's Consideration

11.1 **Developer's Allocation:** The Developer shall be fully and completely entitled to 90% (eighty percent) of saleable constructed areas (**Developer's Allocation**) of the said property.

12. Dealing with Respective Allocations:

12.1 **Demarcation of Respective Allocations:** The Parties have mutually agreed that the Parties shall formally demarcate their respective allocations based on the existing building plans and the details of such demarcation shall be recorded in a separate instrument. Such demarcation shall be done at such time as the parties may mutually agree.

12.2 **Owners' Allocation:** The Owners shall be exclusively entitled to the Owner's Allocation with right to transfer or otherwise deal with the same in any manner the Owners deems appropriate.

12.3 **Developer's Allocation:** The Developer shall be exclusively entitled to the Developer's Allocation with exclusive right to transfer or otherwise deal with the same in any manner the Developer deems appropriate, without any right, claim or interest therein whatsoever of the Owners and the Owners shall not in any



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way interfere with or disturb the quiet and peaceful possession, enjoyment, use and transfer of the Developer's Allocation.

- 12.4 **Transfer of Developer's Allocation:** In consideration of the Developer rebuilding or renovating or repairing and handing over the Owners' Allocation to the Owners, the Owners shall execute deeds of conveyances of the undivided share in the land contained in the Said Property as be attributable to the Developer's Allocation, in such part or parts as shall be required by the Developer and also shall grant to the Developer and/or its nominees a Power of Attorney to perform such obligation.
- 12.5 **No Objection to Allocation:** The Parties confirm that neither Party has any objection with regard to their respective allocations.
- 12.6 **Cost of Transfer:** The costs of the aforesaid conveyances of the Developer's Allocation including stamp duty and registration fees and all other legal expenses shall be borne and paid by the Developer or its Transferees.
13. **Sale/Transfer:**
- 13.1 **Agreements:** Each of the Owners and the Developer will be entitled to enter into agreement for sale of their respective allocation.
- 13.2 **Terms of Sale and Transfer Documents:** The sale and transfer documents both in respect of the Developer's allocation and Owners' allocation shall be more or less identical with regard to the terms and conditions, common areas and other provision so that no altercation or dispute arises at a later date.
14. **Manner of Rebuilding or Renovation or Repair:**
- 14.1 **Completion:** The Developer shall carry out and complete the project at its cost at the said property within a period of 24 (twenty four) months from the date of sanction of plan or from the date of receiving khas, vacant and peaceful possession of portions said property under occupation of the tenants, whichever is later, and complete all amenities, facilities including water supply system,



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drainage & sewerage system, electricity and hand over the Owners' Allocation to the Owners.

14.2 **Specification:** The Developer shall rebuild or renovate or repair the existing building/s as per such specifications as may be mutually agreed upon by and between the parties.

15. **Powers And Authorities:**

15.1 To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners hereby nominate, constitute and appoint the Developer and persons nominated by the Developer to be the true and lawful Attorneys of the Owners, to do, execute and perform all or any of the following acts, deeds, matters and things with respect to the said property:

15.1.1 To obtain permission or approval from the Planning Authorities and other authorities including lift licensing authority, fire services authority, pollution control board, as may be required for rebuilding or renovating or repairing the existing building in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.

15.1.2 To enter upon the said property with men and material as may be required for the purpose of development work and rebuild or renovate or repair the existing building as per the Building Plans to be sanctioned/modified or revalidated.

15.1.3 To appoint architects, contractors, sub-contractors consultants, and surveyors as may be required and to supervise the rebuilding or renovation or repair work of the existing building on the said property.

15.1.4 To make and prepare and / or cause to be made and prepared all such layout, subdivision, plans specifications and designs and /or any alterations in the existing plans and/or specifications as may be necessary, required and advisable at the discretion of our said Attorney for the purpose of construction or



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rebuilding or renovation or repair of the existing building on the said property to Kolkata Municipal Corporation and or any other concerned authority and to the Government of West Bengal and local bodies and to engage the services of any architects, engineers, consultant or any person as may be necessary or advisable at the discretion of our said Attorney and to pursue the sanctioning and/or permission of the plan to rebuild or renovate or repair and to have the same sanctioned/ modified/ altered/ revised/ re-validated by the planning authorities and to pay fees, costs and charges for such sanction/ modification/ alteration/ revision/ re-validation and upon completion of work, to obtain drainage connection, water connection and certificates from the planning authorities.

- 15.1.5 To apply for obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for rebuilding or renovation or repair of the existing buildings.
- 15.1.6 To approach the concerned authorities for the purpose of obtaining permissions and service connections including water, sewerage, lifts and electricity for carrying out and completing the rebuilding or renovation or repair work at the said property.
- 15.1.7 To make deposits with the Planning Authorities and other authorities for the purpose of carrying out rebuilding or renovation or repair work at the said property and to claim refunds of such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- 15.1.8 After completion of rebuilding or renovation or repair work at the said property to apply for and obtain occupation and completion certificate in respect thereof or parts thereof from the Planning Authorities.
- 15.1.9 To enter into agreements for sale / lease / rent of the flats, car parking spaces, salable spaces etc. along with or without the corresponding undivided share in



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the land comprised in the said property in respect of the Developer's allocation only, on such terms and conditions as the Developer may think fit and proper.

- 15.1.10 To execute from time to time deeds of transfer of spaces comprised in the Developer's allocation along with the corresponding undivided share in the land, to receive consideration, rents, deposits therefor and present the above documents for registration and admit the execution of such documents before the appropriate authorities.
- 15.1.11 To accept any service of writ of summons or other legal process on behalf of and in the name of the Owners and to appear in any court or authority as the Developer deems appropriate and to commence, prosecute and/or defend any action or legal proceedings relating to rebuilding or renovation or repair work at the said property or relating to eviction of the tenants from the said property in any court or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in the name and on behalf of the Owners and pay the costs, expenses, fee and other outgoings. Further to depose in the court of law or authority, sign vakalatnama, sign and verify the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective.
- 15.1.12 To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in persons.
- 15.2 The Owners hereby ratify and confirm, and agree to ratify and confirm all acts, deeds and things lawfully done in the interest of the project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.



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16. Indemnity:

16.1 **By the Developer:** The Developer doth hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of from and against any and all loss, damage or liability suffered by the Owners resulting from violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

16.2 **By the Owners:** The Owners doth hereby indemnify and agree to keep the Developer saved harmless and indemnified of from and against any and all loss, damage or liability suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the said property or any of the Representations of the Owners being incorrect.

17. Miscellaneous Covenants:

17.1 **Borrowing:** For the purpose of the execution of the project, the Developer shall be entitled to borrow money from any bank or financial institution by creating charge, mortgage its allocated portion of the said property and the Owners hereby grant its consent and undertake to mortgage the said portion of the property in favour of any bank or financial institution on request of the Developer.

17.2 **Valid Receipt:** The Owners shall pass valid receipts for all amounts paid under this Agreement.

17.3 **Additional Authority:** It is understood that from time to time to facilitate the uninterrupted rebuilding or renovation or repair work at the said property, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need authority of the Owners. Further, various applications and other documents may be required to be made or signed by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes to do all such acts,



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deeds, matters and things and execute any additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer **provided that** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners in terms of this Agreement.

- 17.4 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 17.5 **Municipal Taxes and Outgoings Relating to Period Prior to Date of full Possession:** All Municipal rates, Khazana, taxes, penalty, interest and outgoings (collectively **Rates**) on the Said Property shall be borne and paid in the manner following:
- 17.5.1 By the Owners upto the date of this agreement.
- 17.5.2 By the Developer thereafter.
- 17.6 **Co-operation:** It shall be the obligation of the Owners to extend all co-operation to the Developer in the execution and completion of the project.
- 17.7 **No Partnership:** The Owners and the Developer have entered into this Agreement on principal to principal 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.
- 17.8 **No Implied Waiver:** Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
18. **Specific Performance:**
- 18.1 **Specific Performance:** In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage costs and expenses caused due to such breach.



Addl. Dist. Sub-Registrar
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19. Force Majeure

19.1 **Circumstances Of Force Majeure:** The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers, workers and employees, (10) disruption in supply of building materials, such as cement, steel, sand, stone-chips, bricks etc. (11) delay on account of receiving statutory permissions, (12) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (13) any notice, order of injunction, litigation, attachments, etc. and (14) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances Of Force Majeure**).

19.2 **No Default:** The Parties shall not be deemed to have defaulted in the performance of their contractual obligations whilst the performance thereof is prevented by Circumstances of Force Majeure and the time limits laid down in this Agreement for the performance of obligations shall be extended accordingly upon occurrence and cessation of any event constituting Circumstances of Force Majeure.

20. Entire Agreement

20.1 **Suppression:** This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous oral discussions between the Parties.

21. Severance

21.1 **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the



Adj. Dist. Sub-Registrar
Aipore
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Kolkata- 700027

remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or, if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.

22. Amendment/Modification

22.1 **Express Documentation:** No amendment or modification of this Agreement or part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

23. Notice

23.1 **Mode of Service:** Notices under this Agreement shall be served by messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties; unless the address is changed by prior intimation in writing.

24. Arbitration

24.1 **Disputes:** In the event of any dispute or difference arising by and between the parties hereto either concerning or touching upon any of the terms and conditions of the agreement or any obligation arising out of or under the same or any other matter arising out of or in any manner related thereto, the same shall be referred to the Arbitral Tribunal consisting of a sole arbitrator to be appointed in accordance with the Arbitration & Conciliation Act, 1996. The decision of the Arbitral Tribunal in the matter shall be final and binding on the parties. The Arbitral Tribunal shall be entitled to give interim awards and



Adl. Dist. Sub-Registrar
Ailpore
14 JAN 2021
South 24 Parganas
Kolkata

directions which shall be final binding on the parties. All arbitration sittings shall be held at Kolkata.

25. No demise or Assignment: Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the premises or any part thereof to the Second Party by the First Party or as creating any right, title or interest therein in favour of the Second Party except to develop the premises in terms of this Agreement

26. **Jurisdiction**

26.1 **Courts:** In connection with the aforesaid arbitration proceedings, the District Court having territorial jurisdiction over the Said Land and the High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

First Schedule
[Said Property]

ALL THAT piece or parcel of land measuring an area of 3 (three) Cottahs and 7 ½ (seven and half) Square-feet, be the same or little more or less, **Together With** a straight three storied (consisting of ground and three upper floors) brick-built building having a total built up area of 6031 Square-feet, (out of which 1st to 3rd floors having built-up area of about 1440 Square-feet each, Ground Floor having a total built-up area of 1132 sq.ft. and Mezzanine floor having a built-up area of 289 sq.ft. and car parking having an area of 290 sq.ft.), erected on a part thereof, situate, lying at and being municipal Premises No. 6/1, Ft. Lt. Tapan Chowdhury Avenue, Police Station – Tollygunge, Kolkata – 700026, District 24 Parganas (South) under Ward No. 087 of the Kolkata Municipal Corporation, District Registration Office - Alipore, Additional District Sub-Registrar – Alipore and butted and bounded as follows:-

On the North	:	By Premises No. 19B, S.R.Das Road
On the South	:	By Premises No. 23B, S..Das Road
On the East	:	By Premises No. 21, S.R.Das Road
On the West	:	By S. R. Das Road



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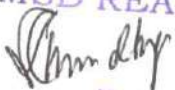
Addl. Dist. Sub-Registrar
Alipore
14 JAN 2021
South 24 Parganas
Kolkata-700027

28. Execution and Delivery

28.1 In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

Krishnamoorthy
 Ashis Mukherjee
 Partha Mukherjee
 Sisir Mukherjee
 Arpan Mukherjee
 Malay Kumar
 Rabin Kumar

[OWNERS]

MSD REALITY

 Proprietor

[DEVELOPER]

Witnesses:

Signature Sanyal Roy
 Name SANJOY ROY
 Father's Name Mahesh Roy
 Address 1B, New Avenue,
Kolkata - 700040.

Signature Ranjana Das
 Name RANJAN DAS
 Father's Name Lt. M. N. Das
 Address Alipore Police Cant
Kol-27



Addl. Dist. Sub-Registrar
Alipore
14 JAN 2021
South 24 Parganas
Kolkata-700027

RECEIPT AND MEMO OF CONSIDERATION

Received from the within named Developer the within mentioned sum of Rs. 70,00,000/- (Rupees Seventy lacs only) towards payment of forfeit amount of the non-refundable amount for rebuilding, renovation or repair of the said property described in the **First Schedule** above, in the following manner:

Sl. No.	Date	DD/Cheque No.	Bank Name	Branch	Amount
1.	13.01.21	003498	HDFC	R.B. Av.	10,00,000/-
2.	13.01.21.	003497	DO	DO	10,00,000/-
3.	13.01.21	003495	DO	DO	10,00,000/-
4.	13.01.21.	003493	DO	DO	10,00,000/-
5.	13.01.21.	003500	DO	DO	10,00,000/-
6.	13.01.21.	003494	DO	DO	10,00,000/-
7.	13.01.21.	003492	DO-	DO-	10,00,000/-
<u>Total Rs. 70,00,000/-</u>					

(Rupees Seventy Lacs) only.

Krishna Mohan

Asish Mukherjee

Partha Mukherjee

(OWNERS)

Sisir Mukherjee
Arpan Mukherjee
Malayleukip Singh
Rabin Kumar

Witnesses:

Signature Sanjoy Roy

Name SANJOY ROY

Signature Ranjan Das

Name RANJAN DAS

DRAFTED BY:

Subir Kumar Dutta
SUBIR KUMAR DUTTA

Advocate

Alipore Civil & Criminal Court, Kolkata - 700 027.

WP 2165/99



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Addl. Dist. Sub-Registrar
Alipore
14 JAN 2021
South 24 Parganas
Kolkata-700017



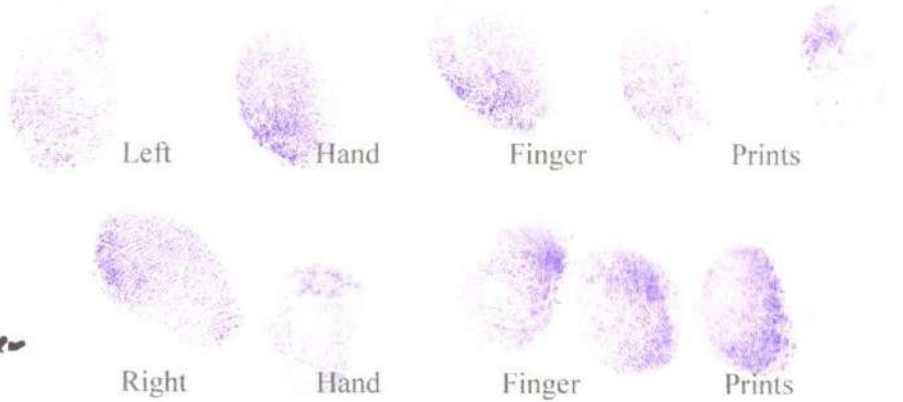
Krishnamoy Mukherjee

KRISHNAMOY MUKHERJEE

Name :-

Signature :- *Krishnamoy Mukherjee*

Thumb Fore Middle Ring Little



Ashis Mukherjee

Name :- ASHIS MUKHERJEE

Signature :- *Ashis Mukherjee*

Thumb Fore Middle Ring Little



Partha Mukherjee

Name :- PARTHA MUKHERJEE

Signature :- *Partha Mukherjee*

Thumb Fore Middle Ring Little





Handwritten mark resembling a large 'L' or a signature.

Addl. Dist. Sub-Registrar
Alipore
14 JAN 2021
South 24 Parganas
Kolkata-700027



Sisir Mukherjee

Thumb Fore Middle Ring Little



Left Hand Finger Prints



Right Hand Finger Prints

Name :- SISIR MUKHERJEE

Signature :- *Sisir Mukherjee*



Arpan Mukherjee

Thumb Fore Middle Ring Little



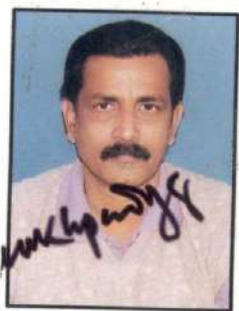
Left Hand Finger Prints



Right Hand Finger Prints

Name :- ARPAN MUKHERJEE

Signature :- *Arpan Mukherjee*



Malay Mukhopadhyay

Thumb Fore Middle Ring Little



Left Hand Finger Prints



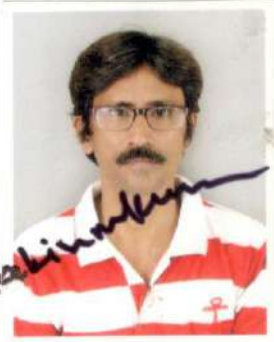
Right Hand Finger Prints

Name :- MALAY MUKHOPADHYAY

Signature :- *Malay Mukhopadhyay*



Addl. Dist. Sub-Registrar
Alipore
14 JAN 2021
South 24 Parganas
Kolkata - 700127



Rabin Mukherjee

Thumb Fore Middle Ring Little



Left Hand Finger Prints



Right Hand Finger Prints

Name :- RABIN MUKHERJEE

Signature :-

Rabin Mukherjee



Subhasish

Thumb Fore Middle Ring Little



Left Hand Finger Prints



Right Hand Finger Prints

Name :- SUBHASISH CHOWDHURY

Signature :-

Subhasish



Addl. Dist. Sub-Registrar
Alipore
14 JAN 2021
South 24 Parganas
Kolkata-700027



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

GRN: 192020210201731741

Payment Mode

Online Payment

GRN Date: 13/01/2021 20:05:23

Bank : State Bank of India

BRN : IK0AXOADA7

BRN Date: 13/01/2021 20:08:35

DEPOSITOR'S DETAILS

Id No. : 2001708410/4/2020

[Query No./Query Year]

Name : Subir Kumar Dutta

Contact No. :

Mobile No. : +91 9830034264

E-mail :

Address : 18 Moore Avenue Kolkata700040

Applicant Name : Mr Subir Kumar Dutta

Office Name :

Office Address :

Status of Depositor : Advocate

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

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2001708410/4/2020	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	2001708410/4/2020	Property Registration- Registration Fees	0030-03-104-001-16	70021

In Words : Rupees One Lakh Ten Thousand Forty Two only,

Total

110042



ভারত সরকার

Government of India

তালিকাভুক্তির আই ডি / Enrollment No : 1111/11659/18153

To
কৃষ্ণময় মুখার্জী
Krishnamoy Mukherjee
S/O Suresh Chandra Mukherjee
BLOCK D 1NO D.B NAGAR
Panihat (m)
Sodepur
North 24 Paraganas North 24 Parganas
West Bengal 700110

25/11/2014
192930005



ML929300054FT



আপনার সংখ্যা / Your No. :

6044 1665 9706

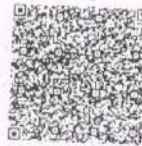
- সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



কৃষ্ণময় মুখার্জী
Krishnamoy Mukherjee
পিতা : সুরেশ চন্দ্র মুখার্জী
Father : Suresh Chandra Mukherjee
জন্মতারিখ / DOB : 14/09/1950
পুরুষ / Male



6044 1665 9706

- সাধারণ মানুষের অধিকার

Krishnamoy Mukherjee

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AFCPM2101F



नाम /NAME

KRISHNAMOY MUKHERJEE

पिता का नाम /FATHER'S NAME

SURESH CHANDRA MUKHERJEE

जन्म तिथि /DATE OF BIRTH

14-09-1950

हस्ताक्षर /SIGNATURE

Krishnamoy Mukherjee

K. Das

आसकर आयुक्त - प व XI

COMMISSIONER OF INCOME TAX, W.B. XI

Krishnamoy Mukherjee



ভারতীয় বিশিষ্ট পরিচয় আধিকার

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1111/11177/00385

To
আশীষ মুখার্জী
Ashis Mukherjee
S/O: Suresh Chandra Mukherjee
1 NO D.B NAGAR BLOCK D
Panihati (m)
Sodpur
North 24 Paraganas North 24 Parganas
West Bengal 700110

25/11/2014
192941594



ML929415940FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

3335 3058 1775

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



আশীষ মুখার্জী
Ashis Mukherjee
জন্মতারিখ / DOB : 15/10/1956
পুরুষ / Male



3335 3058 1775

আধার - সাধারণ মানুষের অধিকার

Ashis Mukherjee

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ASHIS KUMAR MUKHERJEE
SURESH CHANDRA MUKHERJEE
15/10/1956

Permanent Account Number

AISPM2152K

*Ashis Kumar
Mukherjee*

Signature



In case this card is lost / found, kindly inform / return to :
Income Tax PAN Services Unit, UTITSL
Plot No. 3, Sector 11, C3D Belapur,
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/लौटायें :
आयकर पैन सेवा यूनिट, UTITSL
प्लॉट नं. 3, सेक्टर 11, सी 3डी बेलपुर,
नवी मुंबई-400 614.

Ashis Mukherjee



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

Enrollment No. : 1534/55401/07983

To
Partha Mukherjee

26/10/2017

S/O: Suresh Chandra Mukherjee
BLOCK D
1 NO DESH BANDHU NAGAR
Panihati (m)
Sodepur, North 24 Paraganas, North 24 Parganas,
West Bengal - 700110
9133278121



KA382961703FH

38296170



आपका आधार क्रमांक / Your Aadhaar No. :

4780 5777 4807

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India

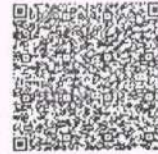


Partha Mukherjee

DOB: 02/04/1959

Male

4780 5777 4807



मेरा आधार, मेरी पहचान

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

PARTHA MUKHERJEE
SURESH CHANDRA MUKHERJEE

02/04/1959
Permanent Account Number

BVZPM9230P

Signature



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

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं :
आयकर सेवा यूनिट, UTHITSL
प्लॉट नं. 3, सेक्टर 11, सीडीबी-बेलपुर,
नयी मुंबई - 400 614.

Partha Mukherjee



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
ভারত সরকার

Unique Identification Authority of India
Government of India

ভালিকাভুক্তির আই ডি / Enrollment No.: 1111/11177/00388

To
শিশির মুখার্জী
Sisir Mukherjee
S/O: Suresh Chandra Mukherjee
1 NO D.B NAGAR BLOCK D
Panihati (m)
Sodpur
North 24 Paraganas North 24 Parganas
West Bengal 700110

25/11/2014
192941596



ML929415967FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

7499 7854 3897

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

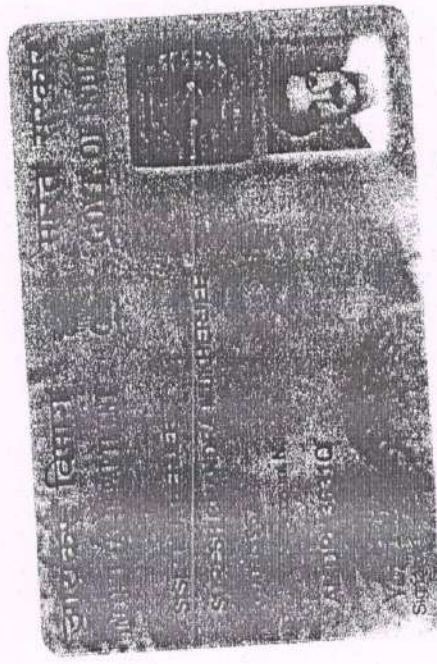
শিশির মুখার্জী
Sisir Mukherjee
জন্মতারিখ / DOB : 01/07/1967
পুরুষ / Male



7499 7854 3897

আধার - সাধারণ মানুষের অধিকার

Sisir Mukherjee



Sister Mukherjee



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকারন
ভারত সরকার
Unique Identification Authority of India
Government of India

ভালিকাতুক্তির আই ডি / Enrollment No.: 1111/11177/00456

To
অর্পন মুখার্জী
ARPAN MUKHARJEE
1NO D.B NAGAR BLOCK D
Panibati (m)
Sodpur
North 24 Paraganas North 24 Parganas
West Bengal 700110

192941609



ML929416097FT



আপনার আইডি সংখ্যা / Your ID No. :

5967 5087 1628

স্বাক্ষরিত - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



অর্পন মুখার্জী
ARPAN MUKHARJEE
পিতা : নিত্য গোপাল মুখার্জী
Father : Nitya Gopal Mukherjee
জন্মতারিখ / DOB : 24/06/1955
পুরুষ / Male



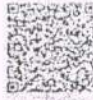
5967 5087 1628

স্বাক্ষরিত - সাধারণ মানুষের অধিকার

Arpan Mukherjee

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA



स्थायी लेखा संख्या
Permanent Account Number

EENPM3940G

नाम / Name
ARPAN MUKHERJEE

पिता का नाम / Father's Name
NITYA GOPAL MUKHERJEE

जन्म तिथि / Date of Birth
24/06/1955

Arpan Mukherjee
हस्ताक्षर / Signature



28102017

यदि कार्ड के खोने/पाने पर कृपया सूचित करें/लौटायें।
आयकर पैन सेवा इकाई, एन एस डी एल
5 वीं मंजिल, मन्दिरी स्ट्रीटिंग,
प्लॉट नं. 341, सर्वे नं. 997/8,
मिडल कोलोनी, नैर देग 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
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 997/8,
Middle Colony, Near Deep Bungalow Chowk,
Pune - 411 016.
Tel: 91-20-2721 8080, Fax: 91-20-27 1 8081
e-mail: tininfo@nsdl.co.in

Arpan Mukherjee
ARPAN MUKHERJEE



ভারতীয় পরিচয় পরিষদ
 ভারত সরকার
 Unique Identification Authority of India
 Government of India

ভালিকাঙ্কিত আই ডি / Enrollment No.: 1111/11659/18174

To
 মলয় মুখোপাধ্যায়
 Malay Mukhopadyay
 S/O: Nityagopal Mukhopadhyay
 BLOCK D 1NO D.B NAGAR
 Panihali (m)
 Sodepur
 North 24 Paraganas North 24 Parganas
 West Bengal 700110
 9432338004
 192943063
 ML929430638FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

4322 0344 5102

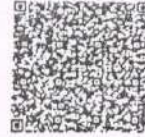
আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
 Government of India



মলয় মুখোপাধ্যায়
 Malay Mukhopadyay
 পিতা : নিত্যাগোপাল মুখোপাধ্যায়
 Father : Nityagopal Mukhopadhyay
 জন্মতারিখ / DOB : 02/07/1959
 পুরুষ / Male



4322 0344 5102

আধার - সাধারণ মানুষের অধিকার

Malay Mukhopadyay

भारत सरकार
GOVT. OF INDIA

भारतीय विदेश
भारतीय विदेश

MALAY MUKHOPADHYAY
NITYAGOPAL MUKHERJEE

02/07/1969

Permanent Account Number
AZXPM3414A

Signature



Malay Mukhopadhyay



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকার
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1111/11177/00431

To
রবীন মুখার্জী
Rabin Mukherjee
37 1 D.B. NAGAR BLOCK D
Panihati (m)
Sodpur
North 24 Paraganas North 24 Parganas
West Bengal 700110

192941603



ML929416035FT



আপনার আইডি সংখ্যা / Your ID No. :

6104 9288 1617

সাধারণ - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



রবীন মুখার্জী
Rabin Mukherjee
পিতা : নিত্যগোপাল মুখার্জী
Father : Nityagopal Mukherjee
জন্মতারিখ / DOB : 04/06/1967
পুরুষ / Male



6104 9288 1617

সাধারণ - সাধারণ মানুষের অধিকার

Rabin Mukherjee

Rabin mukherjee

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RABIN MUKHERJEE
NITYA GOPAL MUKHERJEE
6A/05M1907

Professional Account Number
ALRPM8407B

Rabin Mukherjee
Signature





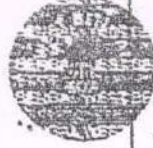
ELECTION COMMISSION OF INDIA

ভাৰতৰ নিৰ্বাচন কমিছন

IDENTITY CARD

WB / 22 / 156 / 231040

পৰিচয় পত্ৰ



Elector's Name	Dutta Subir
নিৰ্বাচকেৰ নাম	দত্ত সুবীৰ
Father/Mother/ Husband's Name	Biswanath
পিতা/মাতৃ/স্বামীৰ নাম	বিস্বনাথ
Sex	M
লিংগ	পুং
Age as on 1.1.1995	33
১.১.১৯৯৫-এ বয়স	৩৩

Address

29 Mahendra Sarkar Street, Calcutta.

ঠিকনা

২৯ মহেন্দ্ৰ সৰকাৰ ষ্ট্ৰীট, কলিকতা ।



Facsimile Signature
Electoral Registration Officer

নিৰ্বাচক-নিবন্ধন অধিকাৰীক

For 156 -SEALDAH

Assembly Constituency

১৫৬ -শিয়ালদহ

বিধানসভা নিৰ্বাচন ক্ষেত্ৰ

Place Calcutta

স্থান কলিকতা

Date 09.08.95

তাৰিখ ০৯.০৮.৯৫



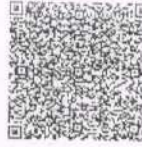
ভারত সরকার

Government of India



সুভাশীষ চৌধুরী
Subhasish Chowdhury
পিতা - জয়ন্ত চৌধুরী
Father - Jayanta Chowdhury

জন্মতারিখ / DOB: 07/08/1963
পুরুষ / Male



7672 6025 0901

আধার - সাধারণ মানুষের অধিকার

Subhasish



ভারত সরকারের প্রাথমিক
Unique Identification Authority of India

ঠিকানা: , লেক এভিনিউ, কালিঘাট
কালিঘাট, কোলকাতা, পশ্চিম বঙ্গ

Address: 8, LAKE AVENUE
Kalighat, Kolkata, Kalighat
West Bengal, 700026

7672 6025 0901

1947
1800 300 1947

✉
help@uidai.gov.in

www
www.uidai.gov.in

Subhasish

आयकर विभाग
 INCOME TAX DEPARTMENT
 भारत सरकार
 GOVT. OF INDIA

SUBHASHISH CHOWDHURY
 JAYANTA CHOWDHURY
 01/08/1964
 Permanent Account Number
 AETPC4467J


 Signature





22022011

Subhashish Chowdhury

आयकर विभाग / Income Tax Department
 आयकर सेवा केंद्र - पुणे
 तीसरी मंजिल, सफायर चेंबर
 बाणेर टेलिफोन एक्चेंज, पुणे
 बाणेर, पुणे - 411 045

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

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

Subhashish Chowdhury

Major Information of the Deed

Deed No :	I-1605-00142/2021	Date of Registration	14/01/2021
Query No / Year	1605-2001708410/2020	Office where deed is registered	
Query Date	17/12/2020 10:25:38 AM	1605-2001708410/2020	
Applicant Name, Address & Other Details	Subir Kumar Dutta Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9830034264, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 70,00,000/-]		
Set Forth value	Market Value		
Rs. 13,10,000/-	Rs. 2,25,42,252/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,071/- (Article:48(g))	Rs. 70,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



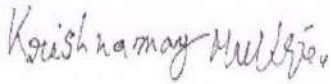


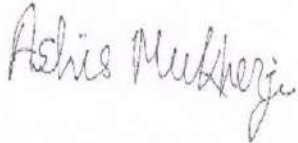


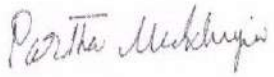
District: South 24-Parganas, P.S:- Tollygunge, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Ft Lt Tapan Choudhury Avenue, , Premises No: 6/1, , Ward No: 087 Pin Code : 700026

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	3 Katha 7.5 Sq Ft	10,00,000/-	1,80,62,502/-	Property is on Road -
Grand Total :				4.9672Dec	10,00,000 /-	180,62,502 /-	


Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	5741 Sq Ft.	3,00,000/-	43,05,750/-	Structure Type: Structure
<p>Gr. Floor, Area of floor : 1132 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 1729 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 1440 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 3, Area of floor : 1440 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
S2	On Land L1	290 Sq Ft.	10,000/-	1,74,000/-	Structure Type: Covered Garage
<p>Gr. Floor, Area of floor : 290 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		6031 sq ft	3,10,000 /-	44,79,750 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr KRISHNAMOY MUKHERJEE Son of Mr SURESH CHANDRA MUKHERJEE Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office	 14/01/2021	 LTI 14/01/2021	 14/01/2021
1 NO. DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O:- SODEPUR, P.S:- Sodepur, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AFxxxxxx1F, Aadhaar No: 60xxxxxxxx9706, Status :Individual, Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office				
2	Mr ASHIS KUMAR MUKHERJEE Son of Mr SURESH CHANDRA MUKHERJEE Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office	 14/01/2021	 LTI 14/01/2021	 14/01/2021
1 NO. DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O:- SODEPUR, P.S:- Sodepur, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AIxxxxxx2K, Aadhaar No: 33xxxxxxxx1775, Status :Individual, Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office				
3	Mr PARTHA MUKHERJEE Son of Mr SURESH CHANDRA MUKHERJEE Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office	 14/01/2021	 LTI 14/01/2021	 14/01/2021
1, DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O:- SODEPUR, P.S:- Sodepur, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: BVxxxxxx0P, Aadhaar No: 47xxxxxxxx4807, Status :Individual, Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office				

4

Name	Photo	Finger Print	Signature
Mr SISIR MUKHERJEE Son of Mr SURESH CHANDRA MUKHERJEE Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office	 14/01/2021	 LTI 14/01/2021	 14/01/2021

1 NO. DESHBANDHU NAGAR, KOLKATA, P.O:- SODEPUR, P.S:- Sodepur, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AMxxxxxx1Q, Aadhaar No: 74xxxxxxxx3897, Status :Individual, Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office

5

Name	Photo	Finger Print	Signature
Mr ARPAN MUKHARJEE Son of Mr NITYA GOPAL MUKHERJEE Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office	 14/01/2021	 LTI 14/01/2021	 14/01/2021



1, DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O:- SODEPUR, P.S:- Sodepur, District:-North 24-Parganas, West Bengal, India, PIN - 700101 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: EExxxxxx0G, Aadhaar No: 59xxxxxxxx1628, Status :Individual, Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office

6

Name	Photo	Finger Print	Signature
Mr MALAY MUKHOPADHYAY Son of Mr NITYA GOPAL MUKHERJEE Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office	 14/01/2021	 LTI 14/01/2021	 14/01/2021

1, NO. DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O:- SODEPUR, P.S:- Sodepur, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AZxxxxxx4A, Aadhaar No: 43xxxxxxxx5102, Status :Individual, Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office







7

Name	Photo	Finger Print	Signature
Mr RABIN MUKHERJEE Son of Mr NITYA GOPAL MUKHERJEE Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office			<i>Rabin Mukherjee</i>
	14/01/2021	LTI 14/01/2021	14/01/2021
1, DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O:- SODEPUR, P.S:- Sodepur, District:-North 24-Parganas, West Bengal, India, PIN - 700110 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: ALxxxxxx7B, Aadhaar No: 61xxxxxxx1617, Status :Individual, Executed by: Self, Date of Execution: 14/01/2021 , Admitted by: Self, Date of Admission: 14/01/2021 ,Place : Office			

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MESSIEURS MSD REALITY 8, LAKE AVENUE, KOLKATA, P.O:- KALIGHAT, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700026 , PAN No.:: AExxxxxx7J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr SUBHASISH CHOWDHURY (Presentant) Son of Late JAYANTA CHOWDHURY Date of Execution - 14/01/2021, , Admitted by: Self, Date of Admission: 14/01/2021, Place of Admission of Execution: Office </td> <td></td> <td></td> <td><i>Subhasish</i></td> </tr> <tr> <td></td> <td>Jan 14 2021 3:10PM</td> <td>LTI 14/01/2021</td> <td>14/01/2021</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr SUBHASISH CHOWDHURY (Presentant) Son of Late JAYANTA CHOWDHURY Date of Execution - 14/01/2021, , Admitted by: Self, Date of Admission: 14/01/2021, Place of Admission of Execution: Office			<i>Subhasish</i>		Jan 14 2021 3:10PM	LTI 14/01/2021	14/01/2021
Name	Photo	Finger Print	Signature										
Mr SUBHASISH CHOWDHURY (Presentant) Son of Late JAYANTA CHOWDHURY Date of Execution - 14/01/2021, , Admitted by: Self, Date of Admission: 14/01/2021, Place of Admission of Execution: Office			<i>Subhasish</i>										
	Jan 14 2021 3:10PM	LTI 14/01/2021	14/01/2021										
8, LAKE AVENUE, KOLKATA, P.O:- KALIGHAT, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AExxxxxx7J, Aadhaar No: 76xxxxxxxx0901 Status : Representative, Representative of : MESSIEURS MSD REALITY (as PROPRIETOR)													

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUBIR KUMAR DUTTA Son of Late BISWANATH DUTTA ALIPORE POLICE COURT, KOLKATA, P.O:- ALIPORE, P.S:- Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700027			<i>Subir Kumar Dutta</i>
	14/01/2021	14/01/2021	14/01/2021

Identifier Of Mr KRISHNAMOY MUKHERJEE, Mr ASHIS KUMAR MUKHERJEE, Mr PARTHA MUKHERJEE, Mr SISIR MUKHERJEE, Mr ARPAN MUKHARJEE, Mr MALAY MUKHOPADHYAY, Mr RABIN MUKHERJEE, Mr SUBHASISH CHOWDHURY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr KRISHNAMOY MUKHERJEE	MESSIEURS MSD REALITY-0.709598 Dec
2	Mr ASHIS KUMAR MUKHERJEE	MESSIEURS MSD REALITY-0.709598 Dec
3	Mr PARTHA MUKHERJEE	MESSIEURS MSD REALITY-0.709598 Dec
4	Mr SISIR MUKHERJEE	MESSIEURS MSD REALITY-0.709598 Dec
5	Mr ARPAN MUKHARJEE	MESSIEURS MSD REALITY-0.709598 Dec
6	Mr MALAY MUKHOPADHYAY	MESSIEURS MSD REALITY-0.709598 Dec
7	Mr RABIN MUKHERJEE	MESSIEURS MSD REALITY-0.709598 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr KRISHNAMOY MUKHERJEE	MESSIEURS MSD REALITY-820.14285700 Sq Ft
2	Mr ASHIS KUMAR MUKHERJEE	MESSIEURS MSD REALITY-820.14285700 Sq Ft
3	Mr PARTHA MUKHERJEE	MESSIEURS MSD REALITY-820.14285700 Sq Ft
4	Mr SISIR MUKHERJEE	MESSIEURS MSD REALITY-820.14285700 Sq Ft
5	Mr ARPAN MUKHARJEE	MESSIEURS MSD REALITY-820.14285700 Sq Ft
6	Mr MALAY MUKHOPADHYAY	MESSIEURS MSD REALITY-820.14285700 Sq Ft
7	Mr RABIN MUKHERJEE	MESSIEURS MSD REALITY-820.14285700 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	Mr KRISHNAMOY MUKHERJEE	MESSIEURS MSD REALITY-41.42857100 Sq Ft
2	Mr ASHIS KUMAR MUKHERJEE	MESSIEURS MSD REALITY-41.42857100 Sq Ft
3	Mr PARTHA MUKHERJEE	MESSIEURS MSD REALITY-41.42857100 Sq Ft
4	Mr SISIR MUKHERJEE	MESSIEURS MSD REALITY-41.42857100 Sq Ft
5	Mr ARPAN MUKHARJEE	MESSIEURS MSD REALITY-41.42857100 Sq Ft
6	Mr MALAY MUKHOPADHYAY	MESSIEURS MSD REALITY-41.42857100 Sq Ft
7	Mr RABIN MUKHERJEE	MESSIEURS MSD REALITY-41.42857100 Sq Ft

On 14-01-2021

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 14:00 hrs on 14-01-2021, at the Office of the A.D.S.R. ALIPORE by Mr SUBHASISH CHOWDHURY .

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 2,25,42,252/-

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

Execution is admitted on 14/01/2021 by 1. Mr KRISHNAMOY MUKHERJEE, Son of Mr SURESH CHANDRA MUKHERJEE, 1 NO. DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O: SODEPUR, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Others, 2. Mr ASHIS KUMAR MUKHERJEE, Son of Mr SURESH CHANDRA MUKHERJEE, 1 NO. DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O: SODEPUR, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Others, 3. Mr PARTHA MUKHERJEE, Son of Mr SURESH CHANDRA MUKHERJEE, 1, DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O: SODEPUR, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Others, 4. Mr SISIR MUKHERJEE, Son of Mr SURESH CHANDRA MUKHERJEE, 1 NO. DESHBANDHU NAGAR, KOLKATA, P.O: SODEPUR, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Others, 5. Mr ARPAN MUKHARJEE, Son of Mr NITYA GOPAL MUKHERJEE, 1, DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O: SODEPUR, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700101, by caste Hindu, by Profession Others, 6. Mr MALAY MUKHOPADHYAY, Son of Mr NITYA GOPAL MUKHERJEE, 1, NO. DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O: SODEPUR, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Others, 7. Mr RABIN MUKHERJEE, Son of Mr NITYA GOPAL MUKHERJEE, 1, DESHBANDHU NAGAR, PANIHATI, KOLKATA, P.O: SODEPUR, Thana: Sodepur, , North 24-Parganas, WEST BENGAL, India, PIN - 700110, by caste Hindu, by Profession Others

Indetified by Mr SUBIR KUMAR DUTTA, , Son of Late BISWANATH DUTTA, ALIPORE POLICE COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 14-01-2021 by Mr SUBHASISH CHOWDHURY, PROPRIETOR, MESSIEURS MSD REALITY (Sole Proprietorship), 8, LAKE AVENUE, KOLKATA, P.O:- KALIGHAT, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700026

Indetified by Mr SUBIR KUMAR DUTTA, , Son of Late BISWANATH DUTTA, ALIPORE POLICE COURT, KOLKATA, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 70,021/- (B = Rs 70,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 70,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/01/2021 8:08PM with Govt. Ref. No: 192020210201731741 on 13-01-2021, Amount Rs: 70,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AXOADA7 on 13-01-2021, Head of Account 0030-03-104-001-16

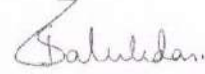
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 361858, Amount: Rs.50/-, Date of Purchase: 09/01/2021, Vendor name: I CHAKROBORTY

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/01/2021 8:08PM with Govt. Ref. No: 192020210201731741 on 13-01-2021, Amount Rs: 40,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AXOADA7 on 13-01-2021, 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 1605-2021, Page from 16811 to 16863

being No 160500142 for the year 2021.



Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR
Date: 2021.01.25 17:30:52 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2021/01/25 05:30:52 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)