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T-00834/2016

भारतीय गैर न्यायिक
भारत INDIA

रु. 500

FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL



सत्यमेव जयते

MS
14.3.16

पश्चिम बंगाल

WEST BENGAL
This document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

G 813871

9-0-355991/16



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this the 14th day of March Two Thousand and Sixteen (2016)

BETWEEN

(1) **SRI RAJA MUKHERJEE**, (PAN - AGVPM1995K) and (2) **SRI ROOP MUKHERJEE**, (PAN - AXMPM3857G), both sons of Late Sumit Kumar Mukherjee and Late Gopa Mukherjee, both by Faith - Hindu, both Occupation - Business, both by Nationality - Indian, both are residing at 22/1/1/9, Monohar Pukur Road, Post Office - Sarat Bose Road, Police Station - Lake, Kolkata - 700 029, District : South 24-Parganas, hereinafter jointly called and referred to as the "**OWNERS/VENDORS/FIRST PARTIES**" (which expression unless repugnant to the context shall mean and include their heir/heirs, executor /executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the **ONE PART**

AND

M/S. GHARBARI, (PAN - AFPPR0028F), a Proprietorship firm, having its registered office at 70(23/1), Purbachal Main Road, Post Office - Haltu, presently P.S. Garfa, (formerly P.S. Kasba), Kolkata - 700 078, represented by its sole proprietor namely **SRI SANJEET KUMAR ROY**, (PAN - AFPPR0028F), son of Sri Rabindra Prasad Roy, by faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 16/2D(98A), Kalikapur Road, P.O. Mukundapur, P.S. Garfa, Kolkata - 700 099, hereinafter called and referred to as the "**DEVELOPER/ SECOND PARTY**" (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the **OTHER PART**.

WHEREAS one Mahendra Nath Baidya, since deceased was the absolute owner and possessor of a plot of land measuring an area of 1.08 (One point Zero Eight) Sataks situated in Mouza - Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8½, comprising in R.S. Khatian No. 31 and thereafter during Revisional Settlement operation the entire land has been recorded in the Revisional Record of Right in the name of said Mahendra Nath Baidya since deceased.

AND WHEREAS while enjoying the aforesaid property peacefully said Mahendra Nath Baidya died intestate leaving behind his widow namely Sm. Mrinalini Baidya and one son namely Sri Biswanath Baidya who have jointly inherited the demarcated land and property left by said Mahendra Nath Baidya as per Hindu Succession Act, 1956.



AND WHEREAS thereafter due to their urgent need of money said Sm. Mrinalini Baidya and Sri Biswanath Baidya fragmented and divided the land measuring an area of 38 (Thirty eight) Decimals out of their total land measuring an area of 1.08 (One point Zero Eight) Sataks, comprising in R.S. Dag No. ⁴⁰/₅₃, under R.S. Khatian No. 31 of Mouza – Chakganiagachi, into several small plots of land and prepared a master Plan by keeping common passage thereon for egress and ingress and out of which said Sm. Mrinalini Baidya and Sri Biswanath Baidya jointly sold, transferred a Plot of land measuring net land area of 3 (Three) Cottahs-15 (Fifteen) Chittacks 9 (Nine) Sq.ft. and road area 11 (Eleven) Chittacks 43 (Forty three) Sq.ft. totaling gross land area including road 4 (Four) Cottahs 11 (Eleven) Chittacks 7 (Seven) Sq.ft. being Scheme Plot Nos. 14 & 15, situated in Mouza – Chakganiagachi, J.L. No.24, Touzi No.151, R.S. No.8½, comprising in R.S. Dag No. ⁴⁰/₅₃, under R.S. Khatian No.31, togetherwith all easement rights thereto by virtue of a registered Deed of Sale dated 30.06.1982, registered in the office of District Sub-Registrar, Alipore and entered into Book No.1, Volume No.220, at Pages 298 to 302, Deed No.9093 for the year 1982 in favour of one Smt. Gopa Mukherjee, deceased mother of the present **OWNERS No.1 & 2** herein.

AND WHEREAS after purchase the said Gopa Mukherjee, since deceased mutated her name in the record of Learned B.L. & L.R.O. in respect of the aforesaid plot of land vide Mutation Case No.1032/2012 and Memo No.18/Mut/856/ B.L.&L.R.O./A.T.M./Kasba dated 14.02.2013 under Addl. Block Land and Land Reforms Officer, Kasba and thereafter said Gopa Mukherjee also mutated her name in the record of The Kolkata Municipal Corporation known as K.M.C. Premises No.864, Mukundapur, being Assessee No. 31-109-07-0864-1, within K.M.C. Ward No.109, under formerly P.S. Kasba, thereafter P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata – 700 099 and had been paying necessary K.M.C. Taxes to The Kolkata Municipal Corporation.

AND WHEREAS during life time said Gopa Mukherjee since deceased was all along in possession in the said property.

AND WHEREAS said Gopa Mukherjee died intestate on 30.03.2015 and her husband Sumit Kumar Mukherjee died intestate on 12.08.2015 leaving behind their two sons namely Sri Raja Mukherjee and Sri Roop Mukherjee, the present **OWNERS/ VENDORS** herein who jointly inherited the entire property each having undivided half share of the total land as per Hindu Succession Act, 1956 and there is no other legal heir and successor of said Gopa Mukherjee and Sumit Kumar Mukherjee.

AND WHEREAS now the present Owners herein are the absolute joint owners of the said land measuring net land area of 3 (Three) Cottahs 15 (Fifteen) Chittacks 9 (Nine) Sq.ft. more or less situated at Mouza – Chakganiagachhi, J.L. No.24, R.S. No.8½, Touzi No. 151, being Scheme Plot Nos. 14 & 15, comprising in R.S. Dag No. 40/53, under R.S. Khatian No.31, within K.M.C. Ward No. 109, known as K.M.C. Premises No.864, Mukundapur, Assessee No.31-109-07-0864-1, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata - 700 099 as described in the **SCHEDULE – A** below and the present Owners herein have been enjoying their said land and property jointly without any interruption and hindrances by any body else.

AND WHEREAS the **OWNERS** are very much desirous to construct a Ground plus three storied building with Lift facility on their said property measuring net land area of 3 (Three) Cottahs 15 (Fifteen) Chittacks 9 (Nine) Sq.ft. more or less and to do make construction of a new building upon the said property. Upon knowledge of such desire the **DEVELOPER** has approached the **OWNERS** for development of the said property and the **OWNERS** herein have agreed to do so as per the terms and conditions as mentioned hereinafter.

AND WHEREAS the party of the **SECOND PART** herein has agreed to make the construction of the proposed Ground plus three storied building in flat systems for residential and other purposes in exchange of getting its cost of construction and its remuneration for supervision of such construction in kind of flats etc. and the **OWNERS** will jointly get entire Third Floor Flat area consisting of two flats together with two Car Parking Space to be situated on the Ground floor each measuring an area of 135 (One hundred and Thirty five) Sq.ft. more or less of the proposed Ground Plus three Storied building. Besides above the **OWNERS** shall also get a non-refundable sum of Rs.15,00,000/- (Rupees Fifteen Lac) only from the **DEVELOPER** by two installments out of which (i) Rs.1,00,000/- (Rupees One Lac) only is being paid at the time of execution and registration of this Development Agreement as mentioned in the memo below, (ii) Rs.6,50,000/- (Rupees Six Lac and Fifty Thousand) only is being paid on and within 6 (Six) months from the date of execution and registration of this Development Agreement and balance (iii) Rs.7,50,000/- (Rupees Seven Lac and Fifty Thousand) only is to be paid at the time of handing over possession of Owners' Allocation as mentioned above as morefully described in the **SCHEDULE 'B'** hereunder written as Owners' Allocation. The **OWNERS** shall also enjoy the proportionate share of land together with the right



of enjoyment of all the common amenities/facilities of the building and the **DEVELOPER** shall enjoy the rest construction of the proposed building to be erected at the cost of the **DEVELOPER**.

AND WHEREAS the **DEVELOPER** herein shall get the entire sale proceeds of the sanction area of the rest construction of the proposed building i.e. entire First floor and entire Second Floor flat area and also rest area on the Ground floor of the proposed building (excluding Owners' two Car Parking Spaces) as mentioned in the **SCHEDULE "D"** herein and hereinafter referred to as the "**DEVELOPER'S ALLOCATION**". The **DEVELOPER'S ALLOCATION** has been clearly mentioned and described in the **SCHEDULE "D"** hereunder written. The **DEVELOPER** shall erect the entire proposed Ground plus three storied building with Lift facility at its cost and its supervision and labour to be erected as per annexed Specification as well as the said sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation and to meet up such expenses the **DEVELOPER** shall collect the entire money from the sale of the **DEVELOPER'S ALLOCATION** which shall be sold to the interested parties from whom the **DEVELOPER** shall collect the entire cost of construction as well as cost of land in connection with the said flats etc.

NOW THE AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as per following terms and conditions:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context the term:
 - (a) **OWNERS** : shall mean the parties of the **FIRST PART** herein namely (1) **SRI RAJA MUKHERJEE** and (2) **SRI ROOP MUKHERJEE**, both sons of Late Sumit Kumar Mukherjee and Late Gopa Mukherjee, both are residing at 22/1/1/9, Monohar Pukur Road, Post Office – Sarat Bose Road, Police Station – Gariahat, Kolkata – 700 029, District : South 24-Parganas and their legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.
 - (b) **DEVELOPER** : shall mean **M/S. GHARBARI**, a Proprietorship firm, having its registered office at 70(23/1), Purbachal Main Road, Post Office – Haltu, presently P.S. Garfa, (formerly P.S. Kasba), Kolkata – 700 078, represented by its sole proprietor namely **SRI SANJEET KUMAR ROY**, son of Sri Rabindra Prasad Roy, residing at 16/2D(98A), Kalikapur Road, P.O.



Mukundapur, P.S. Garfa, Kolkata – 700 099, Party of the **SECOND PART** herein for the time being and its respective heirs, successors-in-office or successors-in-interest, legal heirs, representatives, administrators and assigns.

- (c) **TITLE DEED** : shall mean the documents referred to hereinabove in the recital.
- (d) **PREMISES** : shall mean the Property measuring net land area of 3 (Three) Cottahs 15 (Fifteen) Chittacks 9 (Nine) Sq.ft. more or less whereon standing one tile shed measuring an area of 100 (One hundred) Sq.ft. situated at Mouza – Chakganiagachhi, J.L. No.24, R.S. No.8½, Touzi No. 151, being Scheme Plot Nos. 14 & 15, comprising in R.S. Dag No. ⁴⁰/₅₃, under R.S. Khatian No.31, within K.M.C. Ward No. 109, known as K.M.C. Premises No.864, Mukundapur, Assessee No.31-109-07-0864-1, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata - 700 099, as mentioned and described in the **SCHEDULE 'A'** hereunder written.
- (e) **BUILDING** : shall mean the proposed building to be constructed on the said property as per sanction Ground plus three storied building with Lift facility to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII.
- (f) **COMMON FACILITIES AND AMENITIES** : shall include corridors, landings, stair ways, passages ways, driveways, common toilet if any on Ground Floor of the proposed building and care taker room if any on Ground Floor of the proposed building, pump room, lift, lift room and lift well, meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump, motor and roof and other facilities as mentioned in the **SCHEDULE "C"** hereunder written which may be mutually agreed upon **BETWEEN** the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the **DEVELOPER**.
- (g) **OWNERS' ALLOCATION** : The **OWNERS** shall jointly get entire First/Third Floor Flat area consisting of two flats together with two Car Parking Space to be situated on the Ground floor each measuring an area of 135 (One hundred and Thirty five) Sq.ft. more or less of the proposed Ground Plus three Storied building. Besides above the **OWNERS** shall also get a non-refundable sum of Rs.15,00,000/- (Rupees Fifteen Lac) only from the **DEVELOPER** by two

installments out of which (i) Rs.1,00,000/- (Rupees One Lac) only is being paid at the time of execution and registration of this Development Agreement as mentioned in the memo below, (ii) Rs.6,50,000/- (Rupees Six Lac and Fifty Thousand) only is being paid on and within 6 (Six) months from the date of execution and registration of this Development Agreement and balance (iii) Rs.7,50,000/- (Rupees Seven Lac and Fifty Thousand) only is to be paid at the time of handing over possession of Owners' Allocation as mentioned above as morefully described in the **SCHEDULE 'B'** hereunder written as Owners' Allocation The **OWNERS** shall also enjoy the proportionate share of land togetherwith the right of enjoyment of all the common amenities/facilities of the building.

- (h) **DEVELOPER'S ALLOCATION** : shall mean the rest construction of the building excluding the Owners' Allocation of the proposed building i.e. entire First floor and entire Second Floor flat area and also rest area on the Ground floor of the proposed building (excluding Owners' two Car Parking Spaces) and its sale proceeds of the sanction area of the proposed building as mentioned herein together with undivided proportionate share of land and other common rights and facilities etc. as described in the **SCHEDULE 'D'** hereunder written.
- (i) **THE ARCHITECT** : shall mean such persons who will be appointed by the **DEVELOPER** for both designing and planning the building on the said premises.
- (j) **BUILDING PLAN** : would mean such plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII at the cost of the **DEVELOPER**.
- (k) **TRANSFER** : with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (l) **TRANSFeree** : shall mean any person, firm, limited company association of persons or body or individuals to whom any space in the building has been transferred.
2. **THIS AGREEMENT** : shall take effect from the date of execution of this agreement.



3. **THE OWNERS JOINTLY DECLARE** as follows:
- (a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to the said property, as described in the **SCHEDULE 'A'** below.
 - (b) That the said property is free from all encumbrances and the **OWNERS** have a good marketable title in respect of the said property as described in the **SCHEDULE 'A'** below.
 - (c) That the said land property, is free from all encumbrances, charges, liens, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
4. **THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT** as followings:
- (a) That the **OWNERS** have hereby granted exclusive right to the **DEVELOPER** to undertake the new construction on the said property to be constructed by the **DEVELOPER** in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the **DEVELOPER**.
 - (b) **OWNERS' ALLOCATION**: The **DEVELOPER** shall give the **OWNERS** as the **OWNERS' ALLOCATION** as described in the **SCHEDULE 'B'** hereunder written.
 - (c) That all applications, plans and other papers and documents as may be required by the **DEVELOPER** for the purpose of obtaining necessary approval and sanction of the building plan and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the **DEVELOPER** for and in the names of the **OWNERS** at the cost of the **DEVELOPER** and if any alteration/modification of making further plans for proposed construction are required the **OWNERS** shall give such written permission to the **DEVELOPER** without any interruption.
 - (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the **DEVELOPER** shall appear, represent,



sign before the concerned authorities on behalf of the **OWNERS** in their names and on their behalf in connection with any or all of the matters aforesaid and the **OWNERS**, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the **DEVELOPER** for the interest of the proposed project.

- (e) That the **DEVELOPER-Firm** shall erect the building in the said premises as per said sanctioned building plan and for the same the **OWNERS** shall put their signatures as and when necessary and the during construction or after construction the **DEVELOPER** shall sell only the Developer's allocation together with proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.
- (f) The **DEVELOPER** shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Ground plus three storied building thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the **DEVELOPER**.
- (g) The **DEVELOPER** shall make, building construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by it for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said property in terms of this Agreement.
- (h) That the **DEVELOPER** shall be exclusively entitled to its respective share of the **DEVELOPER'S ALLOCATION** of the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.



- (i) The **DEVELOPER** shall apply in the names of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations for doing the proposed project.
- (j) That the **DEVELOPER** shall at its own costs construct and complete the proposed building at the said premises in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the **DEVELOPER** shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over possession of the **SCHEDULE 'A'** mentioned property whichever is later.
- (k) That the **DEVELOPER** shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats etc. therein on Ownership basis and as mutually agreed upon.

5. **THE OWNERS HEREBY AGREE AND CONVENANT WITH THE DEVELOPER** as follows:

- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the **DEVELOPER**.
- (ii) Not to do any act or things whereby the **DEVELOPER** may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the **DEVELOPER'S ALLOCATION** in the building to be erected at the said premises as mentioned herein.
- (iii) The **OWNERS** positively give vacant possession of the entire premises as mentioned in the **SCHEDULE 'A'** hereunder to the **DEVELOPER** for making construction work of the proposed building as per sanctioned building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost



of the **DEVELOPER** within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over possession whichever is later.

- (iv) The **DEVELOPER** shall sell all the Developer's Allocation of the proposed building, as described in the **SCHEDULE 'D'** hereunder written **TOGETHER WITH** proportionate undivided share of land of the said premises and the common areas and facilities proportionately and proportionate services of common places. The **DEVELOPER** shall receive the advance and advances or part or full i.e. entire consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the **DEVELOPER'S ALLOCATION** as per its terms and conditions and the **DEVELOPER** shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the **DEVELOPER'S ALLOCATION**.
- (v) The **OWNERS** hereby empower and authorize the **DEVELOPER** to do this project in connection with the said property as described in the **SCHEDULE - A** hereunder written such as to sell or any kind of transfer of the **DEVELOPER'S ALLOCATION** through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit for the interest of the project etc. to appoint different type of professional men, to appoint Advocate, to receive part or full consideration money on the **DEVELOPER'S ALLOCATION**, to negotiate any matter for the said property etc.

6. **THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE OWNERS** as follows :-

- (i) To get maximum sanction area from The Kolkata Municipal Corporation the **DEVELOPER** will take all the necessary steps and such sanction of modification or alteration is required shall be done at **DEVELOPER'S** cost.
- (ii) To complete the construction of the building within 24 (Twenty four) months from the date of sanctioning the building plan in the premises as well as from the date of taking over vacant possession on the land whichever is later. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any

prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time till the period of 'Force Majeure' subsists.

- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the **OWNERS** whereby the **DEVELOPER** is prevented from enjoying, selling, assigning and/or disposing of any of the **DEVELOPER'S ALLOCATION** in the said building.
- (v) Completion time of the project shall be 24 (Twenty four) months from the date of sanction of the building plan by K.M.C. and also from the date of taking over vacant possession of the **SCHEDULE 'A'** mentioned property on the land whichever is later with the provision for extension of 6 (Six) months time as grace period, failing which the **DEVELOPER** shall have to pay Rs.10,000/- (Rupees Ten Thousand) only per month to the **OWNERS** as penalty.
- (vi) The **DEVELOPER** shall act as per the terms and conditions of this Agreement.
- (vi) All expenses for the project including sanction building plan, soil test, supervision for construction of the proposed building and also Completion Certificate of the building shall be paid by the **DEVELOPER**. But the **OWNERS** shall have to pay all the previous outstanding taxes of K.M.C., up to land tax (khajna), all expenses for conversion from 'Shali' to 'Bastu'. The **OWNERS** shall have to pay the K.M.C. taxes after getting possession of the Owner's allocation in the said building. The **DEVELOPER** shall pay the taxes for the period of construction of the building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.
- (vii) The complete construction specification shall be part of the agreement under Annexure - X.
- (viii) No debts/loans taken by the **DEVELOPER** to construct the said proposed Ground plus three storied building shall be borne by the Land Owners at any time whatsoever.

7. **MUTUAL COVENANT AND INDEMNITIES :-**

- (i) The **OWNERS** hereby undertake that the **DEVELOPER** shall be entitled to the rest proposed construction excluding the Owners' Allocation and shall enjoy its



Allocation without interference or disturbances from its end, provided the **DEVELOPER** shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per Annexure - X.

- (ii) The **OWNERS** shall execute and register a separate Development Power of Attorney in favour of the **DEVELOPER** to complete the project and also register the conveyance Deeds in favour of the intending purchasers and the **DEVELOPER** shall also execute and register the necessary Deed of Conveyance in favour of the intending Purchasers on the **DEVELOPER'S ALLOCATION** of the building and by virtue of this registered Development Agreement the **DEVELOPER** is hereby empowered by the **OWNERS** to execute and register his Allocation to the Third Party in respect of the said property as described in the **SCHEDULE - A** below.
- (iii) The **OWNERS** shall handover the original Title Deed, link deed if any, K.M.C. Mutation Certificate, paid up K.M.C. Tax bills, B.L. & L.R.O. Mutation Certificate and other original papers in respect of the property to the **DEVELOPER** at the time of execution and registration of this agreement and the **DEVELOPER** shall grant receipt for the same in favour of the **OWNERS**.
- (iv) The **OWNERS** shall have to pay the necessary maintenance of the building and also the proportionate taxes after taking delivery of the Owner's Allocation. The **DEVELOPER** shall pay the taxes for the period of construction of the building in respect of building and thereafter the maintenance and also the proportionate taxes in respect of his allocation till the handing over its allocation to the intending Purchasers.
- (v) That during pendency of this Agreement if any one of the **OWNER** leaves this material world, his/her legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full co-operation to the **DEVELOPER**. The **OWNERS' ALLOCATION** shall then remain unchanged.
- (vi) The **OWNERS** shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.



8. **ARBITRATION:**

- (i) Save and except what has been specially stated hereunder, all claims, disputes differences between the parties arising out of the meaning, construction of this Agreement of their respective right and liabilities as per this Agreement shall be adjudicated by the Arbitrator to be appointed jointly by the Parties or of two independent Arbitrators, one to be appointed by each of the parties, who shall jointly appoint an umpire and the decision of the Arbitrators or the Umpire shall be final and conclusive on the subject as between the parties.
- (ii) Notwithstanding the foregoing provisions, the right to sue for Specific Performance of Contract by one part against the other as per the terms and conditions of this Agreement shall remain unaffected.

9. **JURISDICTION:**

All courts, within the limits of Alipore, District South 24-Parganas, and the High Court at Calcutta.

SCHEDULE OF THE ABOVE REFERRED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)
SCHEDULE - 'A'

ALL THAT piece and parcel of land-measuring net land area of 3 (Three) Cottahs 15 (Fifteen) Chittacks 9 (Nine) Sq.ft. more or less together with one tile shed measuring an area of 100 (One hundred) Sq.ft. whereon a Ground plus three storied building with Lift facility shall be erected as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office - XII, situated at Mouza - Chakganiagachhi, J.L. No.24, R.S. No.8½, Touzi No. 151, being Scheme Plot Nos. 14 & 15, comprising in R.S. Dag No. 40/53, under R.S. Khatian No.31, within K.M.C. Ward No. 109, known as K.M.C. Premises No.864, Mukundapur, Assessee No.31-109-07-0864-1, under formerly P.S. Purba Jadavpur, at present P.S. Panchasayar, Kolkata - 700 099, District - South 24 Parganas, Additional District Sub-Registration Office Sealdah, and the entire property is butted and bounded by:

<u>ON THE NORTH</u>	:	20'-0" wide K.M.C. Road;
<u>ON THE SOUTH</u>	:	Land of Plot Nos. 18 & 19;
<u>ON THE EAST</u>	:	Land of Plot Nos. 15 & 16;
<u>ON THE WEST</u>	:	Land of Plot Nos. 13 & 14.



SCHEDULE - 'B' ABOVE REFERRED TO
(OWNERS' ALLOCATION)
TO BE OBTAINED FROM THE DEVELOPER

The OWNERS shall jointly get entire Third Floor Flat area consisting of two flats together with two Car Parking Space to be situated on the Ground floor each measuring an area of 135 (One hundred and Thirty five) Sq.ft. more or less of the proposed Ground Plus three Storied building. Besides above the OWNERS shall also get a non-refundable sum of Rs.15,00,000/- (Rupees Fifteen Lac) only from the DEVELOPER by two installments out of which (i) Rs.1,00,000/- (Rupees One Lac) only is being paid at the time of execution and registration of this Development Agreement as mentioned in the memo below, (ii) Rs.6,50,000/- (Rupees Six Lac and Fifty Thousand) only is being paid on and within 6 (Six) months from the date of execution and registration of this Development Agreement and balance (iii) Rs.7,50,000/- (Rupees Seven Lac and Fifty Thousand) only is to be paid at the time of handing over possession of Owners' Allocation as mentioned above. The OWNERS shall also enjoy the undivided proportionate share of land togetherwith the right of enjoyment of all the common amenities/facilities of the building.

SCHEDULE - 'C' ABOVE REFERRED TO
(COMMON RIGHTS AND FACILITIES)

Stair-case, common passage, water lines and water, electricity main line and its wiring, land and boundary wall, fixtures and fittings vacant spaces, roof and mummy roof, stair, main gate and common toilet if any on Ground Floor of the proposed building and care taker room if any on Ground Floor of the proposed building, pump room, lift, lift room and lift well and proportionate land, pump and motor, septic tank, water reservoir and water tank.

SCHEDULE - 'D' ABOVE REFERRED TO
(DEVELOPER'S ALLOCATION)

ALL THAT piece and parcel of entire sale proceeds of the rest construction of the proposed building i.e. entire First floor and entire Second Floor flat area and also rest area on the Ground floor of the proposed building (excluding Owners' two Car Parking Spaces). The entire building shall be constructed by the DEVELOPER at its cost as per sanction building plan to be sanctioned by K.M.C. and also as per annexed specification. The DEVELOPER shall enjoy the undivided proportionate land share out of total land as mentioned in the SCHEDULE - "A" hereinabove alongwith the benefit of all the common facilities as mentioned in the SCHEDULE - 'C'.



IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

WITNESSES:

1. Anand Das Roy
6/B.31. Mukundopara
Cal. 99

1. Raja Mukherjee

2. Raj Mukherjee

SIGNATURE OF THE OWNERS

2. Abhejit Kumar Mishra
69/1 Baghajatin Place
Kolkata - 70086

For GHARBARI
Sanjeet Kumar Roy
Proprietor

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:

Tapesh Mishra (Signature)
(MR. TAPESH MISHRA)
ADVOCATE [Enrollment No.F/1224/2007]
HIGH COURT, CALCUTTA

Resi-cum-Chamber : 69/1, Baghajatin
Place, Kolkata-700 086.
PH-9830236148(D.K.M.),
Email:debeskumarmisra@gmail.com
9051446430(Somesh),
Email:mishrasomesh08@gmail.com
9836115120(Tapesh),
Email:tapesh.mishra85@gmail.com

MEMO OF CONSIDERATION

RECEIVED the sum of Rs.1,00,000/- (Rupees One Lac) only from the DEVELOPER herein as advance sum as mentioned in the Owner's Allocation of this Agreement in the manner followings :-

Sl No.	Date	Cheque No.	Name of the Bank and Branch	Amount Rs.
1.	14.03.2016	012795	State Bank of India, Kalikapur Branch.	Rs. 50,000.00
2.	14.03.2016	012796	-Do-	Rs. 50,000.00
				<u>Rs.1,00,000.00</u>

(Total Rupees One Lac only)

WITNESS :

1. Anand Das Roy

G/B.31. Mukundopur
Cal-99

2. Alshajit Kumar Mune
69/10 Baghejatin Place
Kolkata - 700 86

1. Raja Mukherjee.

2. Deep Mukherjee

SIGNATURE OF THE OWNERS

SCHEDULE OF WORK(SPECIFICATION OF THE BUILDING CONSTRUCTION)

All Civil work as per I.S.I. standard.

1. Entire Floor Marble/Floor tiles in inside of flat.
2. Sal wood frame in door.
3. Factory made phenol bonded ply flush door shutter in door.
4. M.S. Grill (Square Bar) and Aluminum with glass fitted sliding Window.
5. Plaster of Paris in wall.
6. Weather coat or equivalent paint in outside wall.
7. Synthetic enamel paint in doors & windows (ICI/Berzer).
8. Colour glazed tiles (10"x15") in W.C. and toilets upto 6 ft. height and 2.5 ft. height in kitchen.
9. Polished Green marble slab on kitchen platform.
10. Steel sink in kitchen.
11. Concealed electrical & water supply line.
12. Verandah railing up to window seal height.
13. White vitreous commode, pan, and basin of Hindware/Parryware.
14. Main door one side Teak finishes with necessary fittings and one collapsible gate on main gate for the land Owner only.
15. Roof tiles on roof for leak and heat proof with a coat of SIKALATEX.
16. ESSCO Mark plumbing fittings.
17. Two Nos. gate in boundary wall for easy access.
18. Lift(GEE/Elevators or equivalent) to be installed

ELECTRICAL SPECIFICATION OF FLAT

1. Bed Room - 2 Light points, 1 Fan point, 1 Plug point.
2. Drawing/Dining - 2 Light points, 2/3 Fan point, 1 Plug point, 1 Telephone point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point.
3. Kitchen - 1 Light point, 1 Plug point (15 amp.), 1 Exhaust Fan point, 1 Chimney point, 1 Plug point (5 amp.).
4. Toilet - 2 Light points, 1 Greaser point, 1 Exhaust Fan point.
5. W.C. - 1 Light point, 1 Exhaust Fan point.
6. Verandah - 1 Light Point, 1 Plug point (15 Amp.).
7. Flat wise separate Main Switch, 1 A.C. point in master bed room.

It is noted that if any extra work is done out of the said specification by the OWNERS, for such extra work, the OWNERS shall pay the necessary cost to the DEVELOPER.

[Handwritten signature]
Subscribed

Thumb 1st finger Middle finger Ring finger Small finger

PHOTO	left hand					
	right hand					

Name

Signature

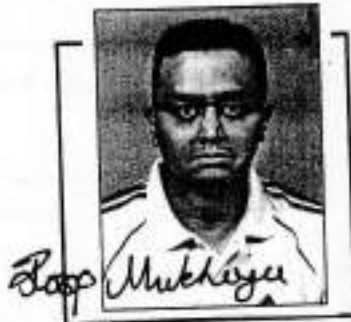
	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					



Name RAJA MUKHERJEE

Signature Raja Mukherjee

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					



Name ROOP MUKHERJEE

Signature Roop Mukherjee

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
left hand					
right hand					



Name SANJEET KUMAR ROY

Signature Sanjeet Kumar Roy



Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	16300000355991/2016	Query Date	10/03/2016 9:39:25 PM
Office where deed will be registered	D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name	Tapesh Mishra		
Address	High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL		
Applicant Status	Advocate		
Other Details	Mobile No. : 9836115120		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Additional Transaction Details	[4305] Declaration [No of Declaration : 2]		
Set Forth value	Rs. 60,00,000/-	Total Market Value:	Rs. 71,39,999/-
Stampduty Payable	Rs. 10,020/-	Stampduty Article:-	48(g)
Registration Fee Payable	Rs. 25/-	Registration Fee Article:-	E, E, M(b)
Expected date of the Presentation of Deed			
Amount of Stamp Duty to be Paid by Non Judicial Stamp			Rs. 500/-
Mutation Fee Payable	DLRS server does not return any information		
Remarks			

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, Thana: Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: MUKUNDA PUR, , Premises No. 864, Ward No: 109		3 Katha 15 Chatak 9 Sq Ft	59,70,000/-	71,09,999/-	Proposed Use: Bastu, Width of Approach Road: 20 Ft.,
Structure Details						
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details	
	Floor No: 1	100 Sq Ft.			Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete	
S1	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure	
Landlord Details						
SI No.	Name & Address		Status	Execution And Admission Details		Other Details
1	Mr Raja Mukherjee Son of Late Sumit Kumar Mukherjee 22/1/1/9, Monohar Pukur Road, Post Office: Sarat Bose Road, Lake, District:-South 24- Parganas, West Bengal, India, PIN - 700029		Individual	Executed by: Self, To be Admitted by: Self,		Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGVPM1995K,
2	Mr Roop Mukherjee Son of Late Sumit Kumar Mukherjee 22/1/1/9, Monohar Pukur Road, Post Office: Sarat Bose Road, Lake, District:-South 24- Parganas, West Bengal, India, PIN - 700029		Individual	Executed by: Self, To be Admitted by: Self,		Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AXMPPM3857G,
Developer Details						
SI No.	Name & Address (Organization)		Status	Execution And Admission Details		Other Details
1	M/s Gharbari 70(23/1), Purbachal Main Road, Post Office: Haltu, Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700078		Organization	Executed by: Representative,		PAN No. AFPPR0028F,

Representative Details				
S/L No.	Representative Name & Address	Other Details	Execution And Admission Details	Representative of
1	Mr Sanjeet Kumar Roy , Proprietor, M/s Gharbari 70(23/1), Purbachal Main Road, Post Office: Haltu, Kasba, District-South 24- Parganas, West Bengal, India, PIN - 700078	Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFPPR0028F,		M/s Gharbari
Identifier Details				
Identifier Name & Address		Other Details	Identifier of	
Mr Tapesh Mishra Son of Mr Debes Kumar Misra High Court Calcutta, Post Office: Hare Street, Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001		Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Mr Raja Mukherjee, Mr Roop Mukherjee, Mr Sanjeet Kumar Roy	
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
L1	Mr Raja Mukherjee	M/s Gharbari	3.25875 Dec	50
L1	Mr Roop Mukherjee	M/s Gharbari	3.25875 Dec	50
Transfer of Property from Landlord To Developer				
Sch No.	Landlord Name	Developer Name	Transferred Area	Transferred Area in(%)
S1	Mr Raja Mukherjee	M/s Gharbari	50 Sq Ft	50
S1	Mr Roop Mukherjee	M/s Gharbari	50 Sq Ft	50

For Information only

Note:

1. If the given informations are found to be given incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days for e-Payment. Assessed market value & Query is valid for 44 days i.e. upto 23/04/2016
3. Standard User charge of Rs. 175/- (Rupees one hundred seventy five) only includes all taxes per transaction upto 15 (fifteen) pages and Rs 6/- (Rupees six) only for each additional page will be applicable.
4. Online Payment of Stamp Duty and Registration Fees can be made if Stamp Duty Payable is more than Rs. 5000/-.
5. Web-based e-Assessment report will be provisional one and subject to final verification by Registering Officer.
6. Quoting of PAN no. of Seller and Buyer of a property is a must where the transaction involves a property valued at Rs. 5 lac or more (IT Rules).
If the party concerned do not have a PAN number, he/she will make a declaration in form no. 60 giving therein the particulars of such transaction.



Rs 50/- (Rupees fifty only) will be charged from the Applicant for issuing of this e-Assessment Slip (Urban Area).

8. If SD and Fees are not paid through GRIPS then mutation fee should be paid the concerned BLLRO office for Mutation.



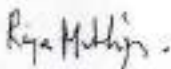
Seller, Buyer and Property Details

Land Lord & Developer Details



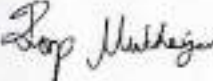
Presentant Details

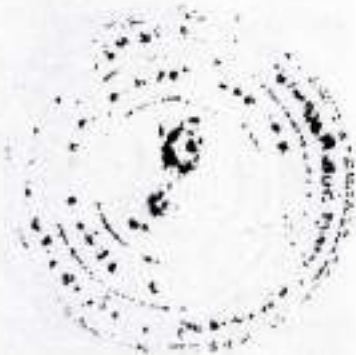
SL No.	Name, Address, Photo, Finger print and Signature of Presentant		
1	<p>Mr Raja Mukherjee Son of Late Sumit Kumar Mukherjee 22/1/1/9, Monohar Pukur Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029</p>	 14/03/2016 12:36:50 PM	 LTI 14/03/2016 12:36:58 PM
		 14/03/2016 12:37:10 PM	

Land Lord Details

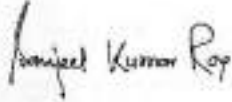
SL No.	Name, Address, Photo, Finger print and Signature		
1	<p>Mr Raja Mukherjee Son of Late Sumit Kumar Mukherjee 22/1/1/9, Monohar Pukur Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AGVPM1995K,; Status : Individual; Date of Execution : 14/03/2016; Date of Admission : 14/03/2016; Place of Admission of Execution : Office</p>	 14/03/2016 12:36:50 PM	 LTI 14/03/2016 12:36:58 PM
		 14/03/2016 12:37:10 PM	

Land Lord Details

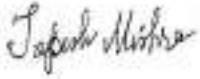
SL No.	Name, Address, Photo, Finger print and Signature		
2	<p>Mr Roop Mukherjee Son of Late Sumit Kumar Mukherjee 22/1/1/9, Monohar Pukur Road, P.O:- Sarat Bose Road, P.S:- Lake, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AXMPM3857G.; Status : Individual; Date of Execution : 14/03/2016; Date of Admission : 14/03/2016; Place of Admission of Execution : Office</p>		
		14/03/2016 12:37:20 PM	LTI 14/03/2016 12:37:24 PM
			
		14/03/2016 12:37:38 PM	



Developer Details

SL No.	Name, Address, Photo, Finger print and Signature		
1	M/s Gharbari 70(23/1), Purbachal Main Road, P.O:- Haltu, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700078 PAN No. AFPPR0028F.; Status : Organization; Represented by representative as given below:-		
1(1)	Mr Sanjeet Kumar Roy 16/2D(98A), Kalikapur Road, P.O:- Mukundapur, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700099 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFPPR0028F.; Status : Representative; Date of Execution : 14/03/2016; Date of Admission : 14/03/2016; Place of Admission of Execution : Office	 14/03/2016 12:37:49 PM	 LTI 14/03/2016 12:37:54 PM
		 14/03/2016 12:38:10 PM	

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr Tapesh Mishra Son of Mr Debes Kumar Misra High Court Calcutta, P.O:- Hare Street, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India,	Mr Raja Mukherjee, Mr Roop Mukherjee, Mr Sanjeet Kumar Roy	 14/03/2016 12:38:35 PM

C. Transacted Property Details

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

Land Details						
No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: MUKUNDA PUR, , Premises No. 864, Ward No: 109		3 Katha 15 Chatak 9 Sq Ft	59,70,000/-	71,09,999/-	Proposed Use: Bastu, Width of Approach Road: 20 Ft.,

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F1	Floor No: 1	100 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete
S1	On Land L1	100 Sq Ft.	30,000/-	30,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr Raja Mukherjee	M/s Gharbari	3.25875	50
	Mr Roop Mukherjee	M/s Gharbari	3.25875	50

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr Raja Mukherjee	M/s Gharbari	50 Sq Ft	50
	Mr Roop Mukherjee	M/s Gharbari	50 Sq Ft	50

D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	Tapesh Mishra
Address	High Court Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL
Applicant's Status	Advocate

Office of the D.S.R. - V SOUTH 24-PARGANAS, District: South 24-Parganas

Endorsement For Deed Number : I - 163000834 / 2016

Query No/Year	16300000355991/2016	Serial no/Year	1630000920 / 2016
Deed No/Year	I - 163000834 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr Raja Mukherjee	Presented At	Office
Date of Execution	14-03-2016	Date of Presentation	14-03-2016

Remarks

On 14/03/2016

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48(g) of Indian Stamp Act 1899.

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

Presented for registration at 12:19 hrs on : 14/03/2016, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr Raja 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 71,39,999/-

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

Execution is admitted on 14/03/2016 by

Mr Raja Mukherjee, Son of Late Sumit Kumar Mukherjee, 22/1/1/9, Monohar Pukur Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By Profession Business

Identified by Mr Tapes Mishra, Son of Mr Debes Kumar Misra, High Court Calcutta, P.O: Hare Street, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 14/03/2016 by

Mr Roop Mukherjee, Son of Late Sumit Kumar Mukherjee, 22/1/1/9, Monohar Pukur Road, P.O: Sarat Bose Road, Thana: Lake, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, By caste Hindu, By Profession Business

Identified by Mr Tapes Mishra, Son of Mr Debes Kumar Misra, High Court Calcutta, P.O: Hare Street, Thana: Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

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

Execution is admitted on 14/03/2016 by

Mr Sanjeet Kumar Roy Proprietor, M/s Gharbari, 70(23/1), Purbachal Main Road, P.O:- Haltu, P.S:- Kasba, District:-South 24-Parganas, West Bengal, India, PIN - 700078 Mr Sanjeet Kumar Roy, Son of Mr Rabindra Prasad Roy, 16/2D(98A), Kalikapur Road, P.O: Mukundapur, Thana: Kasba, , South 24-Parganas, WEST BENGAL, India, PIN - 700099, By caste Hindu, By profession Business

atified by Mr Tapesh Mishra, Son of Mr Debes Kumar Misra, High Court Calcutta, P.O: Hare Street, Thana:
Hare Street, , Kolkata, WEST BENGAL, India, PIN - 700001, By caste Hindu, By Profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,142/- (B = Rs 1,089/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 1,142/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Draft Rs 9,530/-, by Stamp Rs 500/-

Description of Stamp

1. Rs 500/- is paid on Impressed type of Stamp, Serial no 813871, Purchased on 11/03/2016, Vendor named A K Purakaystha.

Description of Draft

1. Rs 9,530/- is paid, by the Draft(8554) No: 000426779482, Date: 13/03/2016, Bank: STATE BANK OF INDIA (SBI), KALIKAPUR.

UK Basu

(Utpal Kumar Basu)

DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-
PARGANAS

South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2016, Page from 25911 to 25941
being No 163000834 for the year 2016.



UK Basu

Digitally signed by UTPAL KUMAR BASU
Date: 2016.03.14 17:16:45 +05:30
Reason: Digital Signing of Deed.

(Utpal Kumar Basu) 14-03-2016 17:16:44
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)

DATED THIS 14TH DAY OF MARCH 2016

BETWEEN

SRI RAJA MUKHERJEE & ANR.

OWNERS

AND

M/S. GHARBARI

DEVELOPER

AGREEMENT

**MR. DEBES KUMAR MISRA WITH
SOMESH MISHRA & TAPESH MISHRA
ADVOCATES'**

**HIGH COURT CALCUTTA
69/1, BAGHAJATIN PLACE,**

KOLKATA - 700086

PHONE NO. 2425-0490

MOB.9830236148

MOB.9836115120

MOB.9051446430