

1353/16

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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

W 356429

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

Addl. District Sub-Registrar  
Bidhannagar, (Salt Lake City)

9 AUG 2016

CANCELLATION OF DEVELOPMENT AGREEMENT

THIS CANCELLATION OF DEVELOPMENT AGREEMENT made on this day of August Two Thousand and Sixteen (2016)

BETWEEN



356 02.8.16 100/-

ডাঃ

কুমার

D. Hom Chaudhary,  
Advocate -  
H.C. Cor

ক্রেতার নাম

কামেশ ভেঙ্কটর স্বাক্ষর

বিধান নগর (সল্টলেক সিটি) এ. ডি. এল. জি. ও

মোট টাকার ক্রয় তাং

চালান নং

মোট কত টাকা বরাদ্দ

কুমারী বারাকপুর ভেঙ্কট মিতা দত্ত

25 JUL 2016

760000



Addl. District Sub-Registrar  
Bishannagar, (Salt Lake City)

9 AUG 2016

D. Hom Chaudhary  
Advocate  
S/o Late B. Hom Chaudhary  
Wife of B. Hom Chaudhary  
B. New Town, Kot-102  
Dist. N. in Bishannagar

JUPITER ENTERPRISE  
business at AN  
North 3



JUPITER ENTERPRISE, a registered Partnership Firm, having its Principal Place of business at AD-164, Rabindra Pally, Krishnapur, P. S. Baguiati, Kolkata – 700 101, Dist. North 24-Parganas, represented by its Partners viz. (1) SRI GOUTAM KUMAR PAUL, son of Late Sachinanda Paul and (2) SRI KRISHNENDU KUMAR SAHA, son of Late Prafulla Kumar Saha, both by faith – Hindu, by occupation – Business, by Nationality - Indian, hereinafter called and referred to as the "DEVELOPER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its Partners for the time being and the heirs and successors in its Office) of the ONE PART.

#### A N D

SRI KHITISH MONDAL, son of Sadhan Mondal, by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Mahisbathan, P. O. Krishnapur, P. S. Electronic Complex, Kolkata – 700 102, Dist. North 24-Parganas, hereinafter called and referred to as the "OWNER" (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the Owner herein is the sole and absolute owner of ALL THAT piece and parcel of "Bastu" land measuring an area of 12 Decimals (share 0.2104) equivalent to 7 (seven) Cottahs, a little more or less, comprised in C. S. Dag No. 366, R. S. Dag No. 373, under C. S. Khatian No. 50, R. S. Khatian No. 48, L. R. Khatian No. 966, with all easementary rights appertaining to Mouza – Mahisbathan, J. L. No. 18, Touzi No. 145, Police Station – Rajarhat presently Electronic Complex (formerly Bidhannagar East), within Bidhannagar Municipality, at present Bidhannagar Municipal Corporation, in the District of North 24-Parganas (North), morefully described in the First Schedule hereinafter written.

AND WHEREAS with a view to develop the said property by raising construction of multi-storied building the Owner herein entered into a Development Agreement on 21.04.2015 with the Developer herein under some terms and conditions mentioned thereon which was duly registered before the Additional District Sub-Registrar at Bidhannagar (Salt Lake City) and recorded therein in Book No. I, CD Volume No. 2, pages 4994 to 5016, Being No. 00920, for the year 2015.

AND WHEREAS due to some unavoidable circumstances, the Developer herein have not in a position to construct the proposed building and as such they have approached to the



Owner herein to cancel and / or rescind the said Development Agreement and to excuse them from the Contractual liabilities as arising out of the said Development Agreement and having come to know their such intention the Owner hereby accepted their proposal and have agreed to cancel the same in all respect and accordingly the Parties hereto have entered into this Cancellation of Development Agreement under some terms and conditions hereunder written.

**NOW THIS AGREEMENT WITNESSETH** as follows :-

1. The said Development Agreement dated **21.04.2015 Being No. 00920, for the year 2015** as mentioned hereinabove is stood cancel and / or rescind with effect from the date of execution of these presents.
2. That the Owner hereby refunded the entire amount of Rs. **8,00,000/-** (Rupees Eight Lac) only as he has taken from the Developer herein in terms of Principal Development Agreement and the Developer herein have admitted and acknowledged the said amount of Rs. **8,00,000/-** (Rupees Eight Lac) only as per Memo of Consideration hereunder written and the Developer shall have no right to claim any further pecuniary benefit from the Owner herein whatsoever.
3. That from the date of execution of this present Agreement, the Developer have not any further claim on the basis of the said Development Agreement dated **21.04.2015 Being No. 00920, for the year 2015** before the Owner herein.
4. That the Developer hereby declare that on and from the date of execution of these presents they shall have no right, title and / or interest in respect of the aforementioned property in any manner whatsoever and the Owner shall have absolute right or liberty to use, enjoy and possess on the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and / or transfer the same to any third Party or Parties and they have also right to enter into any further Agreement with any terms and conditions in respect of the said property, morefully mentioned in the Schedule hereunder written with any Third Party or Parties and in that case the Developer shall have no right to raise any objection for the same in any manner whatsoever and the present Developer shall





not be treated as an agent empowered by the Owner herein and the right, title and / or interest as an agent of the Owner is ceased to exists.

6. That the Developer hereby handing over the Original Development Agreement unto the favour of the Owner herein at the time of execution of this Agreement.
7. That the Developer herein do hereby at its own discretion and / or own consent declare that all the documents regarding the Schedule mentioned property shall be treated as null and void by their own liability and / or it shall not be prejudiced the Owner in any respect whatsoever and if subsequently be arise then in that case, the Developer shall have to meet all sorts of liabilities in that respect whatsoever.
8. That the Owner herein has the power to make any further agreements, agreement for development in respect of the Schedule mentioned property with any third party or Parties upon execution of this Cancellation of Development Agreement without any consent of the Developer herein and the Developer herein shall not be create any bar or prejudice for the fulfillment of the said project.
9. That if the Developer create, and / or intentionally to be created any sorts of litigations and / or any sorts of bar and impediment by which the said Development Project to be hampered, then in that case the Developer is or shall be solely responsible and / or liable to that effect whatsoever.
10. If any of the Contractual party contravenes the covenants as laid down hereinabove then in that case the aggrieved party shall have the liberty to sue or seek redress before the competent Court of Law against each other i.e. vice a versa as per the Law of the Lands realms.

**THE SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of "Bastu" land measuring an area of 12 Decimals (share 0.2104) equivalent to 7 (seven) Cottahs, a little more or less, comprised in C. S. Dag No. 366, R. S. Dag No. 373, under C. S. Khatian No. 50, R. S. Khatian No. 48, L. R. Khatian No. 966, with all easementary rights appertaining to Mouza – Mahisbathan, J. L. No. 18, Touzi No. 145, Police Station – Rajarhat presently Electronic Complex (formerly



Bidhannagar East), within Bidhannagar Municipality, at present Bidhannagar Municipal Corporation, in the District of North 24-Parganas and the said property is butted and bounded as follows :-

<u>ON THE NORTH</u>	:	By, part of R. S. Dag No. 373.
<u>ON THE SOUTH</u>	:	By, part of R. S. Dag No. 373.
<u>ON THE EAST</u>	:	By, part of R. S. Dag No. 372.
<u>ON THE WEST</u>	:	By, part of R. S. Dag No. 374.

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

**SIGNED, SEALED & DELIVERED**

by the PARTIES in the presence of :-

1. *[Signature]*  
*[Signature]*

2. *[Signature]*  
Mr. 250 Mohis bathan  
Salt Lake, Kolkata-102

JUPITER ENTERPRISE  
Goutam Kumar Paul  
Krishna Kumar Paul  
Partner

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

Drafted by me :-

*[Signature]*  
Mr. Dilip Homchaudhury,  
Advocate.  
(B.C.R. No. WB-713/78)  
High Court Kolkata.

*[Signature]*  
\_\_\_\_\_  
SIGNATURE OF THE OWNER



MEMO OF CONSIDERATION

RECEIVED with thanks from the withinnamed Owner a sum of Rs. 8,00,000/- (Rupees Eight Lac) only in terms of this Cancellation of Development Agreement as per Memo given below :-

M E M O

Rs. 8,00,000/-

Rs. 8,00,000/-

(Rupees Eight Lac) only

WITNESSES :-

1. *[Signature]*  
Advocate

2. *[Signature]*  
Mandal

JUPITER ENTERPRISE  
Goutam Kumar Paul  
Kishore Kumar Paul  
Partner

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER



GOVT. OF WEST BENGAL  
Directorate of Registration & Stamp Revenue  
e-Challan

19-201617-001797697-1  
e: 08/08/2016 15:02:58  
CKA1959237

Payment Mode Online Payment  
Bank : State Bank of India  
BRN Date: 08/08/2016 15:18:56

1380/16

DEPOSITOR'S DETAILS

Id No. : 15041000292077/4/2016  
(Query No./Query Year)

Name : GOUTAM KUMAR PAUL  
Contact No. : Mobile No. : +91 9830845404  
E-mail :  
Address : AD-16 RABINDRAPALLY BAGUJATI  
Applicant Name : Mr Dilip Ho Choudhury  
Office Name :  
Office Address :  
Status of Depositor : Seller/Executants  
Purpose of payment / Remarks : Declaration, Cancellation of Agreement / Declaration  
Payment No 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[ ₹]
1	15041000292077/4/2016	Property Registration- Registration Fees	0030-03-104-001-16	8810
2	15041000292077/4/2016	Property Registration- Stamp duty	0030-02-103-003-02	46
Total				8856

In Words : Rupees, Eight Thousand Eight Hundred Fifty Six only

Kritish Mondal





REPRESENTANT/  
 TANT/SELLER/  
 YER/CAIMENT  
 WITH PHOTO

UNDER RULE 44A OF THE I.R. ACT 1908  
 N.B. - LH BOX- SMALL TO THUMB PRINTS  
 R.H. BOX- THUMB TO SMALL PRINTS



LH

RH.

Khilish Mondal

ATTESTED :- Khilish Mondal



LH

RH.

Goutam Kumar Pan

ATTESTED :- Goutam Kumar Pan



LH

RH.

Kaishur Kumar Saha

ATTESTED :- Kaishur Kumar Saha



  
**भारत निर्वाचन आयोग**  
**भारत निर्वाचन आयोग**  
**ELECTION COMMISSION OF INDIA**  
**IDENTITY CARD**

GGC0803775




**निर्वाचक नाम :** कृष्णन्धु कुमार साहा  
**Elector's Name :** Krishnendu Kumar Saha  
**पिता नाम :** प्रहल्ल कुमार साहा  
**Father's Name :** Prahlad Kumar Saha  
**लिंग/Sex :** पुरुष / M  
**जन्म तिथि/Date of Birth :** 18/01/1965

*Krishnendu Kumar Saha*

GGC0803775

**पता:**  
 AD-164, रावधोरा पार्ल, प्रहल्ला  
 कानन, कस्तूरपुर, राजारहाट  
 गोपालपुर, बाकुगुट्टी, बॉर्डर 24  
 पार्गना-700101

**Address:**  
 AD-164, RAWDHORA PALLY, PRAPALLA  
 KANAN, KASTURPUR, RAJARHAT  
 GOPALPUR, BAKUGUTTI, BORDERS 24  
 PARGANAS-700101

**Date:** 18/02/2016


117-संसदीय निर्वाचन क्षेत्र गोपालपुर  
 क्षेत्रीय निर्वाचन अधिकारी

Facsimile Signature of the Electoral  
 Registration Officer for  
 117-Rajarhat Gopalpur Constituency



ध्यान दें: यदि आप इस कार्ड को खो जाते हैं तो इसे तुरंत  
 नष्ट कर दें। यदि आपको इस कार्ड की आवश्यकता है तो इसे  
 नष्ट करने से पहले इसे तुरंत नष्ट कर दें।  
 In case of change of address mention the Card No.  
 on the relevant Form for including your name at the  
 poll at the changed address and to obtain the card  
 with same number.





  
ELECTION COMMISSION OF INDIA  
ভারতের নির্বাচন কমিশন

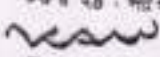
IDENTITY CARD WB/20/091/492062  
পরিচয় পত্র

Elector's Name : **MANDAL KHITISH**  
 নির্বাচকের নাম : মন্ডল খিটিশ  
 Father/Mother :  
 Husband's Name : **SADHAN**  
 পিতা/মাতা/স্বামীর নাম : সদান  
 Sex : **M**  
 লিঙ্গ : পুরুষ  
 Age as on 1.1.1995 : **32**  
 ১.১.১৯৯৫-এ বয়স : ৩২

*Khitish Mandal*

Address PART NO: 185  
 MAHISH BATHAN-2  
 NORTH 24 - PARGANAS

ঠিকানা :  
 পল্টন নং: ১৮৫  
 মহিষবাথান-২  
 উত্তর ২৪ - পালগা  
  
 Facsimile-Signature  
 Electoral Registration Officer  
 নির্বাচন-নিবন্ধন অফিসার  
 For 091-RAJARHAT(S.C) Assembly Constituency  
 ০৯১-রাজারহাট (স.স) বিধানসভা নির্বাচন কেন্দ্র

Place : **BARASAT**  
 স্থান : বারাসাত  
 Date : **05/04/95**  
 তারিখ : ০৫/০৪/৯৫





स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER  
AFQPP7361E

फोटो /NAME  
GOUTAM KUMAR PAUL

पिता का नाम /FATHER'S NAME  
SACHINANDAN PAUL

जन्म तिथि /DATE OF BIRTH  
02-03-1966

हस्ताक्षर /SIGNATURE  
Goutam Kumar Paul

आयकर अधिकारी, व.स. XI  
COMMISSIONER OF INCOME-TAX, W.B. - XI

Goutam Kumar Paul

इस कार्ड के साथ / With जोये पर कृपया जारी करने  
वाले अधिकारी को लुपित / यापन कर दें  
संगत उपकरण आगुम (पदार्थ एवं तकनीकी),  
कै-7,  
कोरंगी स्क्वायर,  
कलकत्ता - 700 069.

In case this card is lost/ found, kindly inform/return to  
the issuing authority :  
Joint Commissioner of Income-tax (Systems & Technical),  
P-7,  
Chouranghee Square,





### Major Information of the Deed

Deed No.	I-1504-01380/2016	Date of Registration	8/9/2016 1:29:29 PM
Deed Year	1504-1000292077/2016	Office where deed is registered	
Deed Date	02/08/2016 10:54:55 AM	A.D.S.R. BIDHAN NAGAR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Dilip Ho Choudhury Mohisgot, Thana : New Town, District : North 24-Parganas, WEST BENGAL, PIN - 700102, Mobile No. : 9830645404, Status : Advocate		
Transaction	Additional Transaction		
[0903] Declaration, Cancellation of Agreement / Declaration	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 8,00,000/-]		
Set Forth value	Market Value		
Rs. 8,00,000/-	Rs. 1,81,81,824/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 146/- (Article 17)	Rs. 8,810/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S.- East Bidhannagar, Municipality. BIDHANNAGAR MUNICIPALITY CORPORATION,  
Road: Mahisbathan, Mouza: Mahisbathan

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-373	LR-966	Bastu	Bastu	12 Dec	8,00,000/-	1,81,81,824/-	Property is on Road
Grand Total :					12Dec	8,00,000 /-	181,81,824 /-	

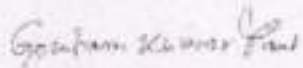


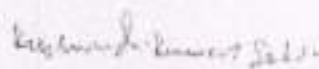
### Executant Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>JUPITER ENTERPRISE</b> A D 164 RABINDRA PALLY, KRISHNAPUR, P.O:- PRAFULLA KANAN, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700101 Status :Organization, Executed by: Representative			
2	<b>Name</b> <b>Shri KHITISH MONDAL</b> Son of SADHAN MONDAL Executed by: Self, Date of Execution: 09/08/2016 , Admitted by: Self, Date of Admission: 09/08/2016 ,Place : Office	<b>Photo</b> 	<b>Fingerprint</b> 	<b>Signature</b> 
		09/08/2016	LT 09/08/2016	09/08/2016
MAHISBATHAN, P.O:- KRISHNAPUR, P.S:- East Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700102 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status :Individual				

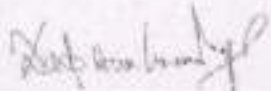


ve Details :

Address, Photo, Finger print and Signature

Name	Photo	Finger Print	Signature
<b>Shri GOUTAM KUMAR PAUL</b> Son of Late SACHINDRA PAUL Date of Execution - 09/08/2016, , Admitted by: Self, Date of Admission: Aug 9 2016 , Place of Admission of Execution: Office	 Aug 9 2016 1:31PM	 LTI Aug 9 2016 1:31PM	 Aug 9 2016 1:32PM
A D 164 RABINDRA PALLY, P.O.- PRAFULLA KANAN, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : JUPITER ENTERPRISE (as PARTNER)			
<b>Shri KRISHNENDU KUMAR SAHA</b> Son of Late PRAFULLA KUMAR SAHA Date of Execution - 09/08/2016, , Admitted by: Self, Date of Admission: Aug 9 2016 , Place of Admission of Execution: Office	 Aug 9 2016 1:33PM	 LTI Aug 9 2016 1:33PM	 Aug 9 2016 1:33PM
A D 164 RABINDRA PALLY, P.O.- PRAFULLA KANAN, P.S:- Baguiati, District:-North 24-Parganas, West Bengal, India, PIN - 700101, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : JUPITER ENTERPRISE (as PARTNER)			

Identifier Details :

Name & address	
Mr DILIP HOM CHOUDHURY Son of Late B HOM CHOUDHURY MOHISGOT, P.O.- KRISHNAPUR, P.S.- New Town, District:-North 24-Parganas, West Bengal, India, PIN - 700102, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Shri KHITISH MONDAL, Shri GOUTAM KUMAR PAUL, Shri KRISHNENDU KUMAR SAHA	
	09/08/2016

Endorsement For Deed Number : I - 150401380 / 2016

On 09-08-2016

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 : 17 of Indian Stamp Act 1899



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

Registration at 13:23 hrs on 09-08-2016, at the Office of the A.D.S.R. BIDHAN NAGAR by Shri KUMAR PAUL.

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

Execution is admitted on 09/08/2016 by Shri KHITISH MONDAL, Son of SADHAN MONDAL, MAHISBATHAN, P.O: KRISHNAPUR, Thana: East Bidhannagar, North 24-Parganas, WEST BENGAL, India, PIN - 700102, by caste Hindu, By Profession Business

Identified by Mr DILIP HOM CHOUDHURY, Son of Late B HOM CHOUDHURY, MOHISGOT, P.O: KRISHNAPUR, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700102, By caste Hindu, By Profession Advocate

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

Execution is admitted on 09/08/2016 by Shri GOUTAM KUMAR PAUL PARTNER, JUPITER ENTERPRISE, A D 164 RABINDRA PALLY, KRISHNAPUR, P.O:- PRAFULLA KANAN, P.S:- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700101

Identified by Mr DILIP HOM CHOUDHURY, Son of Late B HOM CHOUDHURY, MOHISGOT, P.O: KRISHNAPUR, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700102, By caste Hindu, By Profession Advocate

Execution is admitted on 09/08/2016 by Shri KRISHNENDU KUMAR SAHA PARTNER, JUPITER ENTERPRISE, A D 164 RABINDRA PALLY, KRISHNAPUR, P.O:- PRAFULLA KANAN, P.S:- Baguiati, District-North 24-Parganas, West Bengal, India, PIN - 700101

Identified by Mr DILIP HOM CHOUDHURY, Son of Late B HOM CHOUDHURY, MOHISGOT, P.O: KRISHNAPUR, Thana: New Town, North 24-Parganas, WEST BENGAL, India, PIN - 700102, By caste Hindu, By Profession Advocate

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 8,810/- ( B = Rs 8,789/-, E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 8,810/-

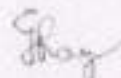
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/08/2016 3:18PM with Govt. Ref. No: 192016170017976971 on 08-08-2016, Amount Rs: 8,810/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKA1959237 on 08-08-2016, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 46/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 46/-

#### Description of Stamp

1. Stamp Type: Impressed, Serial no 356, Amount: Rs.100/-, Date of Purchase: 02/08/2016, Vendor name: M DUTTA  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/08/2016 3:18PM with Govt. Ref. No: 192016170017976971 on 08-08-2016, Amount Rs: 46/-, Bank: State Bank of India ( SBIN0000001), Ref. No. CKA1959237 on 08-08-2016, Head of Account 0030-02-103-003-02



Goutam Sinha Roy

ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BIDHAN NAGAR  
North 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1504-2016, Page from 49615 to 49630

being No 150401380 for the year 2016.



Digitally signed by GAUTAM SINHA RAY

Date: 2016.08.12 11:41:03 +05:30

Reason: Digital Signing of Deed.

*G Roy*

(Goutam Sinha Roy) 12-08-2016 11:41:02  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BIDHAN NAGAR  
West Bengal.

(This document is digitally signed.)