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1-2064/2017

# भारतीय गैर न्यायिक

पचास  
रुपये

रु.50



FIFTY  
RUPEES

Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

U 800408

Certified that the document is admissible  
to registration. The Registrar's Seal and  
Signature & Stamp attached to the  
document is genuine & correct.

Registrar  
Chhatrapati, Dum Dum, 24-Fat. (North)

1506 /  
41846/17

29 MAR 2017

~~30 MAR 2017~~

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this the 29<sup>th</sup> day of March ,  
Two Thousand Seventeen

BETWEEN

....2....

(1) **SRI PULAK MUKHERJEE (PAN ACPPM0570N)**, son of Late Bibhuti Mukherjee, by faith Hindu, by occupation Service, by Nationality Indian, residing at 32, Kamalapur (West), P.O. & P.S. Dum Dum, Kolkata - 700028, District : North 24-Parganas, West Bengal. **AND**  
(2) **SRI SANTOSH MUKHERJEE (PAN - DIHPM5566H)**, son of Late Bibhuti Mukherjee, by faith Hindu, by occupation Service, by Nationality Indian, residing at 32, Kamalapur (West), P.O. & P.S. Dum Dum, Kolkata - 700028, District : North 24-Parganas, West Bengal, hereinafter jointly referred to as the '**OWNERS**' (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, administrators, representatives and assigns) of the **ONE PART**.

**A N D**

**M/S. SRI DURGA Sampurna Baniya (PAN - ACWFS1805R)**, a Partnership firm registered under the Indian Partnership Act having its registered office at 38, West Kamalapur, P.O. & P.S. Dum Dum, Kolkata - 700028, District : North 24-Parganas, represented by its Partners (1) **SRI MANISH BHATTACHARJEE (PAN - AJXPB2268D)**, son of Sri Manik Lal Bhattacharjee, by faith Hindu, by occupation Service, by Nationality Indian, residing at 53, West Kamalapur, Kolkata - 700028, P.O. & P.S. Dum Dum, District : North 24-Parganas, West Bengal. **AND** (2) **SRI ASHIM MAJUMDER (PAN - AHBPM7119G)**, son of Sri Subodh Kumar Majumder, by faith Hindu, by occupation business, by Nationality Indian, residing at 38, West Kamalapur, Kolkata - 700028, P.O. & P.S. Dum Dum, District : North 24-Parganas, West Bengal, hereinafter referred to as the '**PROMOTER/ DEVELOPER**' (which expression shall unless excluded by or repugnant to the context be deemed to include its successors-in-office, executors, administrators, representatives and assigns) of the **OTHER PART**.



**WHEREAS** Sri Bibhuti Mukherjee, since deceased, was absolutely seized and possessed ALL THAT piece and parcel of bastu land measuring **4 cottahs 12 chittaks 0 sq.ft.** more or less along with structure standing thereon lying and situated at **Holding No. 8/1/20, Arabinda Sarani (West Kamalapur), P.S. Dum Dum, Kolkata - 700028**, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 178, S.P. No. 42, C.S./R.S. Dag Nos. 2027 (P), 2028 (P), L.R. Dag Nos. 2027, 2028 under L.R. Khatian No. 1484, within the municipal limits of Dum Dum Municipality, Ward No. 14, District : North 24-Parganas, by virtue of a registered free hold title Deed which was executed and registered by the R.R. & R. Department, Govt. of West Bengal on 13.03.1992 and the same was recorded in Book No. I, Volume No. 7, Pages 293 to 296, Being No.524, for the year 1992 at Addl. Dist. Registration Office, Barasat, North 24-Parganas by mutating his name and by paying taxes and revenues to the competent authority.

**AND WHEREAS** Sri Bibhuti Mukherjee, since deceased, was also executed and registered HIS LAST WILL on 27.09.1995 and the same was recorded in Book No. III, Volume No. 3, Pages 371 to 376, Being No. 191, for the year 1995 at Addl. District Sub-Registration Office Cossipore Dum Dum, by appointing his son Sri Pulak Mukherjee being sole executor of the said Will and according to the said Will, the aforesaid property will bequeath in favour of his two sons Sri Pulak Mukherjee and Sri Santosh Mukherjee. Said Bibhuti Mukherjee died tested on **08.10.1997** and his wife Smt. Rekha Mukherjee who was subsequently died on **08.04.2004**.

**AND WHEREAS** said Sri Pulak Mukherjee applied before the Ld. Additional District Judge, Fast Track Court No. III, Barasat, North 24-Parganas for obtaining grant of Probate of the said Last Will and the said petition being numbered being O.S. No. 09 of 2009. The Ld. Addl. District Judge was dismissed the said application for granting of Probate of said Last Will by His Order dated 20.11.2012. Said Sri Pulak Mukherjee being aggrieved by the said order, appealed from Original Decree before the High Court at Calcutta, Civil Appellate Jurisdiction, being F.A. 20 of 2014. By the Hon'ble Judge Asha Arora and Hon'ble Judge Nishita Mhatre jointly allowed the said appeal and set aside the judgement passed in the said Ld. Addl. District Judge, Barasat and granted probate to said Pulak Mukherjee, being the Appellant.



: 4 :

**AND WHEREAS** by virtue of the aforesaid judgement, said Sri Pulak Mukherjee and Sri Santosh Mukherjee, the owners herein, jointly absolutely seized and possessed ALL THAT piece and parcel of bastu land measuring **4 cottahs 12 chittaks 0 sq.ft.** more or less along with structure standing thereon lying and situated at  **Holding No. 8/1/20, Arabinda Sarani (West Kamalapur), P.S. Dum Dum, Kolkata - 700028,** appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 178, S.P. No. 42, C.S./R.S. Dag Nos. 2027 (P), 2028 (P), L.R. Dag Nos. 2027, 2028 under L.R. Khatian No. 1484, within the municipal limits of Dum Dum Municipality, Ward No. 14, District : North 24-Parganas, by mutating their names and by paying taxes and revenues to the competent authority and the said property is fully described in the Schedule 'A' herein below.

**AND WHEREAS** upon the aforesaid representation of the owners and subject to verification of title of the owners concerning the said premises, the promoter/developer has agreed to develop the said premises by constructing a multi storied building on the land measuring **4 cottahs 12 chittaks 0 sq.ft.** more or less in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the Parties hereto as follows :

- 1.a) **OWNERS** shall mean (1) **SRI PULAK MUKHERJEE, AND (2) SRI SANTOSH MUKHERJEE,** their respective heirs, executors, administrators, and legal representatives.
- 1.b) **PRMOTER/DEVELOPER** shall mean **SRI DURGA Sampurna Baniya** and its heirs executors, administrators assigns successors.
- 1.c) **TITLE DEED** shall mean all the documents referred to herein above and all documents of title in respect of the aforesaid property.
- 1.d) **PREMISES** shall mean the  **Holding No. 8/1/20, Arabinda Sarani (West Kamalapur), P.S. Dum Dum, Kolkata - 700028,** within the municipal limits of Dum Dum Municipality more fully and particularly described in the schedule 'A' hereunder written along with building delineated the plan or map annexed hereto and bordered in red thereon.
- 1.e) **BUILDING** shall mean the multi-storied building to be constructed on the said premises.



1.f) **COMMON FACILITIES AND AMENITIES** shall include corridors, stairways, passage ways, drive ways, overhead reservoir, meter, pump and motor, lift and 1/3<sup>rd</sup> area of top roof to be exclusive possession under the Promoter/Developer and remaining area of top roof to be possessed commonly under the Owners and other occupiers of the building and other facilities which may be mutually agreed upon between the parties and required for the establishment location enjoyment of the building maintenance and/or management of the building.

1.g) **SALEABLE SPACE** shall mean the space excepting the owners' allocation in the building available for independent use and occupation after making the provisions for common facilities and the space required that for.

1.h) **OWNERS' ALLOCATION** shall mean **one no. two bed rooms flat on Third Floor at front side having covered area 700 sq.ft.** including proportionate stair area and lift area without service area and **one no. two bed rooms flat on Fourth Floor at front side having covered area 700 sq.ft.** including proportionate stair area and lift area without service area and one **Shop Room in Ground floor** measuring **125 sq.ft. more or less** of the building to be constructed on the said premises by the Promoter/Developer which is fully described in the Schedule "B" herein below and which shall be allocated to the owners free of any costs expenses and charges of the Owners in accordance with the terms and conditions of these presents including proportionate share in the common facilities and amenities on pro rata basis as fully and particularly set out in Schedule 'B' hereunder written. The Promoter/Developer will pay a sum of **Rs.75,00,000.00 (Rupees Seventy Five lakhs) only** to the Owners herein on the following manners and the said amount is non refundable.

- i) **Rs.4,71,500.00 (Rupees Four lakhs Seventy One thousand and Five hundred) only at the time of signing of this Agreement;**
- ii) **Rs.8,00,000.00 (Rupees Eight lakhs only) after 10(ten) days from the date of this Agreement;**
- iii) **40% of remaining amount to be paid after 9 (nine) months from the date of first floor roof casting;**
- iv) **60% of remaining amount to be paid after 15(fifteen) months from the date of first floor roof casting;**



1.i) **DEVELOPER'S/PROMOTER'S ALLOCATION** shall mean the remaining area in the building to be constructed in the said premises after allocating to the owners as aforesaid including proportionate share in the common facilities and amenities on pro rata basis.

**2. THE OWNERS DECLARE AS FOLLOWS :**

a) That the Owners above named are absolutely seized and possessed of and/or well and sufficiently entitled to the said premises.

b) That the said premises is free from all encumbrances charges and owners had a marketable title in respect of the said premises.

c) That the said premises is free from all encumbrances charges and liens, lispendents attachments trust acquiescence requisitions whatsoever or howsoever.

d) That there is no excess vacant land of the said premises within the meaning of Urban Land (Ceiling & Regulation) Act, 1976.

**3. The Owners and the Developer/Promoter do hereby declare and covenant as follows:**

(a) That the Owners hereby grant exclusive right to the Developer/Promoter to prepare building plan and to have sanctioned or re-sanctioned of the same at his own costs and to undertake make construction after demolishing the existing structure standing on the said premises in accordance with the plan to be sanctioned by the Dum Dum Municipality.

(b) That all applications, plans completion certificate other papers and documents as may be prepared by the Developer/Promoter for the purpose of obtaining necessary sanction from the appropriate authority shall be prepared and submitted by the Developer/Promoter on behalf of the owners at the Developer/Promoter's own cost and expenses and the owners shall sign all the necessary papers for the same at the request of the Developer/Promoter as and when required.

(c) That nothing herein contained shall be construed as demised or assignment or conveyed or as creating any right title or interest in respect of the said premises in favour of the Developer/ Promoter other than an exclusive licence or right to the Developer/Promoter to do or refrain from doing the acts and things in terms whereof and to deal with the Developer/Promoter's allocation.

(d) That the Owners immediately execution of these present shall hand over the vacant peaceful possession of the aforesaid property.

(e) That the Owners shall grant to the Developer/Promoter a Development Power of Attorney for the purpose of obtaining the sanctioned/re-sanctioned plan and all necessary permission and obtain completion certificate and sanction from different authorities in connection with the construction of the building and also for pursuing the following of the matters with the Dum Dum Municipality and other authorities and to negotiate and to take earnest money and/ or total consideration money from the intending purchaser/s of the flat/flats/garage of the building (except the owners' allocation) to be constructed and to execute and register the same before the Addl. Dist. Sub-Registrar, Dist. Registrar and Registrar of Assurances-II, Kolkata.

(f) That upon completion of the new building the Developer/Promoters shall put the Owners in undisputed possession of the Owners' allocation completed as per specification given in Schedule 'C' together with the rights in common facilities and amenities.

(g) That the Owners and the Developer/Promoter shall exclusively entitled to their respective share of allocation in the building with right to transfer or otherwise deal with or dispose of the same without any right or claim of others or interest therein whatsoever of the other and the owners shall not in any interfere with or disturb the quite and peaceful possession of the Developer/Promoter's allocation.

(h) That in so far as necessary dealings with the Developer/Promoter in respect of the building including Agreement for sale or transfer concerning the Developer/Promoter's allocation shall in the name of the Owners for which purpose the owners undertake to give the Developer/ Promoter a Development Power of Attorney in a form and manner required by the Developer/ Promoter provided however the same shall not create any financial liabilities upon the owners in any manner whatsoever.



(i) That Owners shall execute and register Deed of conveyance or conveyances in favour of the Developer/Promoter or its nominee or nominees or such part or parts as shall be required by the Developer/Promoter in respect of the Developer/Promoter's allocation and all costs and expenses including stamp duty and registration charges shall be borne and paid by the Developer/Promoter or its nominee or nominees.

(j) That the Developer/Promoter shall at its own cost construct and complete the new multi-storied building at the said premises accordance with the sanctioned plan confirming to such specification as are mentioned in Schedule 'C' hereunder written and as may be recommended by the Architect of the Developer/Promoter. The Owners shall not be responsible or liable for any deviation from sanctioned plan in the construction of new building by the Developer/Promoter.

(k) That the Developer/Promoter shall install in the said building at its own cost pump, overhead reservoir, electric wiring and installation and other facilities as are required to be provided in the new buildings constructed for sale do flats therein on ownership basis and as mutually agreed.

(l) That the Developer/Promoter shall be authorised to negotiate with the intending Purchaser or Purchasers for sale of the Developer/Promoter's allocation and to enter into any Agreement with the intending Purchaser or Purchasers and to receive earnest money against valid receipts put the same shall not create any financial liability upon the owners in any manner whatsoever.

(m) That the Developer/Promoter shall at its own cost and expenses and without creating any financial or other liabilities on the owners construct and complete the said multi storied building in accordance with the sanctioned plan and any amendment thereto or modifications thereof made or cause to be made by the Developer/Promoter with the consent of the Owners.



(n) That as from the date of sanction of the construction plan by the Dum Dum Municipality the municipal rates and taxes as also other out goings in respect of the said premises and till such time as the possession of the said Owners' allocation are made shall be borne and paid by the Promoter/Developer and all outstanding dues on account of municipal rates and taxes as also other outgoings upto the date of delivery of possession to the Developer/Promoter shall remain the liabilities of the Owners and shall be borne by the owners.

**4. That the Owners hereby agreed and covenant with the Developer/ Promoter as follows:**

(a) Not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer/Promoter.

(b) Not to do any act, deed or thing what by the Developer/Promoter may be prevented from selling assigning or disposing of any of the Developer/Promoter's allocated portion in the building as the said premises.

(c) Not to let or grant lease, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer/Promoter during the period of the said construction. But the Owners may transfer their allocation after getting possession of their allocation.

(d) To remain bound to execute all agreements for sale or transfer concerning the Developer/Promoter's allocation and shall remain bound to execute a Development Power of Attorney empowering the Developer/Promoter to execute all such agreement or agreements for sale or transfer and to execute and register all such deed or deeds for sale or transfer for and on behalf of the Owners' concerning the Developer/Promoter's allocation of the building of the said premises on receipt of the consideration money and/or earnest money and to grant valid receipt by the Developer/Promoter and/or cancel or repudiate the same by the Developer/Promoter.



(e) That neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor used thereof for any purpose which may cause any nuisance, annoyance or hazards to the other purchaser or purchasers of the apartments of the building.

(f) To pay all the arrear outstanding electricity charges if any till the date of delivery of peaceful vacant possession to the Promoter failing which the Developer/Promoter will pay the same to the proper authority from deducting the Owners' allocation.

(g) To use the existing electricity meter after obtaining the owners' allocation and to pay the electricity charges according to consumption to the CESC Limited.

**5. THE DEVELOPER/PROMOTER HEREBY AGREE AND COVENANT WITH THE OWNERS AS FOLLOWS :**

(a) To complete the construction of the multi-storied building within **36 (thirty six)** months approx from the date of obtaining sanctioned building plan;

(b) To hand over the Owners' allocation to the Owners within **36 (thirty six)** months approx from the date of obtaining sanctioned building plan;

(c) That the Developer/Promoter will complete the construction and /or hand over the Owners' allocation within **36 (thirty six)** months approx from the date of obtaining sanctioned building plan;

(d) Not to violet or contravene any of the provisions or rules applicable to the construction of the said building.

(e) To keep the owners indemnified against all third party claims and actions arising out of any sort of the act of commission of the Developer/Promoter in relative to the construction of the said building.

(f) To keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer/Promoter's action with regard to the development of the said premises and in the matter of construction of the said building and/or for any defects therein.



**6. THE OWNERS AND THE DEVELOPER/PROMOTER ALSO HEREBY COVENANTS AS FOLLOWS :**

(a) The Owners hereby undertake that the Promoter/Developer shall be entitled to construct and shall enjoy its allocated space of the building without any interference or disturbance provided the Developer/Promoter performed and fulfill all the terms and conditions herein contained.

(b) That Owners and the Developer/Promoter hereby declare that they have entered into this agreement purely as a contract basis and as a joint venture in any manner nor shall the parties hereto constitute as association of persons.

(c) The Owners shall do or execute or caused to be done or executed all such further deeds matters and things not herein specified as may be required to be done by the Developer/Promoter and for which the Developer/Promoter meet the authority of the Owners including any such additional power of attorney and/or authorisation as may be required for the purpose provided that all such acts deeds matters and things shall not in any way infringe on the rights of the owners and/or go against the spirit of these presents.

(d) The Owners shall not be liable for any Income Tax, Wealth Tax or any other taxes in respect of the Developer/Promoter's allocation which shall be liability of the Developer/Promoter who shall keep the Owners indemnified against all actions, suits, proceedings, costs charges and expenses in respect thereof.

(e) That the Developer/Promoter frame scheme for the management and administration of the said building or buildings and/or common part thereof and agree to abide by all the rules and regulations to be framed by any society or association who will be in charge of such nominee or nominees of the affairs of the buildings or common part thereof.

(f) The name of the building shall be later on.

(g) Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the Developer/Promoter by the owners or as creating any right title or interest in respect thereof in favour of the Developer/Promoter to do the acts and things expressly provided hereto as also in the Development



Power of Attorney to be given for the purpose **PROVIDED HOWEVER THE** Developer/Promoter be entitled to raise fund from any Bank or Banks without creating any financial liability on the owners or affecting their estate and interest in the said premises and for that purpose the Developer/Promoter shall keep the Owners indemnified against all acts suits proceedings and costs charges and expenses in respect thereof.

(h) As and from the date of completion of the building the Developer/Promoter and/or its transferees and the Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces. The top roof of the building will be used by the Land owners with other flat owners/occupiers commonly.

(i) The Owners shall deliver or cause to be delivered to the Developer/Promoter all the original title deeds relating to the said premises simultaneously with the execution of these presents.

(j) Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning construction or import of this agreement or their respective rights and liabilities as per this agreement shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each part and the award of the Arbitrators shall be final and conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration Act, 1996 and its statutory modification and/or reenactments thereof in force from time to time.

(k) Notwithstanding the foregoing provisions, the rights to sue for specific performance of this contract by one part against the other as per the terms of this Agreement shall remain in force.

(l) Save and except what are herein before provided rights and liabilities of the parties shall be governed by the law in force.

**SCHEDULE 'A' REFERRED TO ABOVE**

ALL THAT piece and parcel of bastu land measuring **4 cottahs 12 chittaks 0 sq.ft.** more or less along with R.T. Shed measuring **200 sq.ft.** more or less with neat cemented finished floor structure standing thereon lying and situated at **Holding No. 8/1/20, Arabinda Sarani (West Kamalapur)**, P.S. Dum Dum, Kolkata - 700028, appertaining to Mouza Dum Dum Cantonment, J.L. No. 13, E.P. No. 178, S.P. No. 42, C.S./R.S. Dag Nos. 2027 (P), 2028 (P), L.R. Dag Nos. 2027, 2028 under L.R. Khatian No. 1484, within the municipal limits of Dum Dum Municipality, Ward No. 14, District : North 24-Parganas, Addl. District Sub-Registration Office Cossipore Dum Dum, and along with all rights of common passages and right of egress and ingress and butted and bounded by :

**ON THE NORTH** : By Arabinda Sarani (Colony Road):

**ON THE SOUTH** : BY Railway siding Line (Colony Boundary),

**ON THE EAST** : By E.P. No. 177,

**ON THE WEST** : By E.P. No. 179.



**SCHEDULE 'B' REFERRED TO ABOVE**

ALL THAT piece and parcel of one no. two bed rooms flat on Third Floor at front side having covered area 700 sq.ft. including proportionate stair area and lift area without service area and one no. two bed rooms flat on Fourth Floor at front side having covered area 700 sq.ft. including proportionate stair area and lift area without service area and one Shop Room in Ground floor measuring 125 sq.ft. more or less of the building to be constructed on the said premises situated at Holding No. 8/1/20, Arabinda Sarani (West Kamalapur), P.S. Dum Dum, Kolkata - 700028, within the municipal limits of Dum Dum Municipality, Ward No. 14, District : North 24-Parganas, and along with proportionate undivided share of the land fully described in the Schedule 'A' herein above and all rights of common areas and facilities, and amenities. The Promoter/Developer will pay a sum of Rs.75,00,000.00 (Rupees Seventy Five lakhs) only to the Owners herein on the following manners and the said amount is non refundable.

- i) Rs.4,71,500.00 (Rupees Four lakhs Seventy One thousand and Five hundred) only at the time of signing of this Agreement;
- ii) Rs.8,00,000.00 (Rupees Eight lakhs only) after 10(ten) days from the date of this Agreement;
- iii) 40% of remaining amount to be paid after 9 (nine) months from the date of first floor roof casting;
- iv) 60% of remaining amount to be paid after 15(fifteen) months from the date of first floor roof casting;

**SCHEDULE 'C' REFERRED TO ABOVE  
(SPECIFICATION OF WORKS OF FLAT,SHOP)**

ALL THAT the specification of the building and flat as stated above : -

i) **NATURE OF CONSTRUCTION :**

R.C.C. Column, structure , inside will be finished by cement plaster with plaster of paris.

ii) **DOORS :**

Frames of good quality wood and flash doors of commercial quality.

iii) **WINDOWS :**

Aluminium sliding windows and protected with M.S. grill.

**iv) KITCHEN :**

Cooking platform built in black stone and the dado of cooking platform will be built in black stone and plain white glazed tile upto 2'-0" height on the black stone table and one black stone sink with one bib cock. Floor will be made with marble.

**v) TOILET :**

Toilet of flat on Commode type with shower, basin, bib cock and vitrified tiles in the floor. The dado of the toilet will be built in plain white glazed tiles upto 4'-0".

**vi) FLOOR :**

Flooring of vitrified tiles with 4" skirting on all side with vitrified tiles.

**vii) ELECTRIC :**

Full concealed wiring in all flats, one electric calling bell point in main door, two light points one fan point one plug point in each bed rooms two light point one fan point one plug point one fridge point one T.V. point in dining-cum-drawing one light point in verandah one plug and one light point in bathroom one light point one plug point in kitchen, one A/c point and one Gezer Point to be provided in each flat, except these points if the owners required any extra charges will be extra.

**viii) WATER SUPPLY :**

Water supply to the flat shall be round the clock.

**ix) INTERIOR WALL COATS :**

All interior wall will be finished with cement plaster and plaster of paris.

**x) Stair to be made with marble**

**xi) LIFT : Four passengers lift of reputed Co. to be installed as per choice of Promoter/ Developer.**

**xii) EXTRA CHARGES :**

Owners shall have to pay in advance for any type of extra work in addition to the total consideration of the flat together with common areas and proportionate share of land.



: 16 :

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective signatures on this agreement on the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

In the presence of :

1) Sankar Mukherjee  
34, West Kamalapur  
Dum Dum  
Kolkata-700028.

2) Pradip Mallick  
Rabindra Nagar  
Kt-49



(1) *[Handwritten Signature]*

(2) Santosh Mukherjee

**SIGNATURE OF THE OWNERS**

SRI DURGAMPURNA BANLIYA  
*Namish Babu Chatterjee*  
PARTNER

SRI DURGAMPURNA BANLIYA  
*Ashim Kumar*  
PARTNER

**SIGNATURE OF PROMOTER/DEVELOPER**

**R E C E I P T**

RECEIVED a sum of Rs.4,71,500.00 (Rupees Four lakhs Seventy One thousand and Five hundred) only from the Promoter/Developer herein as per memo below :

**MEMO OF CONSIDERATION**

| Cheque No./Cash   | Date       | Name of the Bank | Amount          |
|---|------------|------------------|-----------------|
| By <del>Cash on different</del> dates <sup>CA. - 000001</sup><br>29.03.2017 |            | HDFC Bank LTD.   | Rs. 2,71,500.00 |
| 000012  | 26.03.2017 | HDFC Bank Ltd.   | Rs. 1,00,000.00 |
| 000014  | 26.03.2017 | -do-             | Rs. 1,00,000.00 |
|   |            |                  |                 |
|   |            |                  |                 |
|   |            |                  | Rs. 4,71,500.00 |

(Rupees Four lakhs Seventy One thousand and Five hundred) only

WITNESSES :

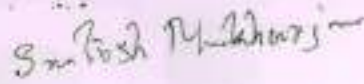
1) Sankar Mukherjee

2) Pradip Mallick

(1)



(2)



**SIGNATURE OF THE OWNERS**

Prepared by :

P.K. Banerjee

Advocate




High Court, Calcutta.

File No. WB/2653/1999


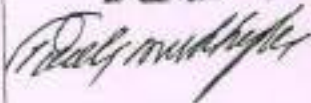










Manish Bhattacharya



## SPECIMEN FORM FOR TEN FINGERPRINTS

| Signature of the Executants / Presentants   |        |              |        |      |        |  |
|---|--------|--------------|--------|------|--------|--|
| <br>Ashi Karmakar        | Little | Ring         | Middle | Fore | Thumb  |  |
|   |        | (Left Hand)  |        |      |        |  |
|   | Thumb  | Fore         | Middle | Ring | Little |  |
|   |        | (Right Hand) |        |      |        |  |
| <br>Manish Bhattacharya | Little | Ring         | Middle | Fore | Thumb  |  |
|   |        | (Left Hand)  |        |      |        |  |
|   | Thumb  | Fore         | Middle | Ring | Little |  |
|   |        | (Right Hand) |        |      |        |  |
| <br>Sunil Mohan        | Little | Ring         | Middle | Fore | Thumb  |  |
|   |        | (Left Hand)  |        |      |        |  |
|   | Thumb  | Fore         | Middle | Ring | Little |  |
|   |        | (Right Hand) |        |      |        |  |

**SPECIMEN FORM FOR TEN FINGERPRINTS**

| Signature of the<br>Executants / Presentants   |   |   |  |   |   |  |
|--|---|---|--|---|---|--|
| <br> | Little  | Ring  | Middle   | Fore  | Thumb   |  |
|  | (Left Hand)   |   |  |   |   |  |
|  |  |  |  |  |  |  |
|  | Thumb   | Fore  | Middle   | Ring  | Little  |  |
|  | (Right Hand)  |   |  |   |   |  |
|  |  |  |  |  |  |  |
|  | Little  | Ring  | Middle   | Fore  | Thumb   |  |
|  | (Left Hand)   |   |  |   |   |  |
|  |   |   |  |   |   |  |
|  | Thumb   | Fore  | Middle   | Ring  | Little  |  |
|  | (Right Hand)  |   |  |   |   |  |
|  |   |   |  |   |   |  |
|  | Little  | Ring  | Middle   | Fore  | Thumb   |  |
|  | (Left Hand)   |   |  |   |   |  |
|  |   |   |  |   |   |  |
|  | Thumb   | Fore  | Middle   | Ring  | Little  |  |
|  | (Right Hand)  |   |  |   |   |  |
|  |   |   |  |   |   |  |



PERMANENT ACCOUNT NUMBER

ACPPM0570N



नाम / NAME

PULAK MUKHERJEE

पिता का नाम / FATHER'S NAME

BIBHUTI MUKHERJEE

जन्म तिथि / DATE OF BIRTH

05-12-1959

हस्ताक्षर / SIGNATURE

*Pulak Mukherjee*

आयकर अधिकारी /

COMMISSIONER OF INCOME-TAX, PATNA

*Pulak Mukherjee*

इस कार्ड के लिये - मिल जाने पर कृपया जारी करने  
वाली प्राधिकारी को सूचित / साथ ही कार्ड के  
आयकर अधिकारी, पटना,  
केन्द्रीय राजस्व भवन,  
वीरभद्र पटेल मार्ग,  
पटना - 800 001.

In case this card is lost/found, kindly inform/return to  
the issuing authority:  
Commissioner of Income-tax, Patna,  
C.R. Building,  
Veerabhadra Patel Marg,  
Patna - 800 001.

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SANTOSH MUKHERJEE

BHIBUTI MUKHERJEE

24/09/1942

Permanent Account Number

DIHPM5566H

*Santosh Mukherjee*

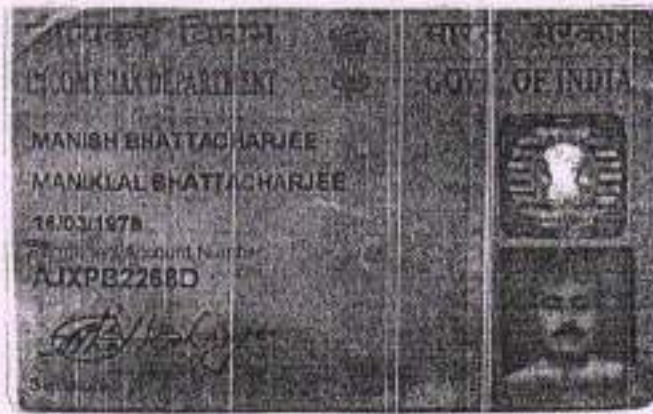
Signature



30/12/2015

*Santosh Mukherjee*





*Manish Bhattacharjee*  
Manish Bhattacharjee



*Ashim Majumder*



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

ARN: 19-201617-005509802-1

Payment Mode Online Payment

DD: 29/03/2017 10:18:45

Bank: State Bank of India

BRN: IK00DHBQL9

BRN Date: 29/03/2017 10:19:09

DEPOSITOR'S DETAILS

Id No. : 15060000418469/1/2017  
(Query No./Query Year)

Name : Manish Bhattacharjee

Contact No. :

Mobile No. : +91 9331002187

E-mail :

Address : 53, West Kamalapur, Pin-700028

Applicant Name : Mr MANISH BHATTACHARJEE

Office Name :

Office Address :

Depositor: Buyer/Claimants

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       | 15060000418469/1/2017 | Property Registration- Registration Fees | 0630-03-104-001-16 | 5202       |
| 2       | 15060000418469/1/2017 | Property Registration- Stamp duty        | 0030-02-103-003-02 | 10971      |

Total

15173

In Words : Rupees Fifteen Thousand One Hundred Seventy Three only

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SRI DURGA SAMPURNA BANIJYA

18/07/2015

Permanent Account Number

ACWFS1805R

SRI DURGA SAMPURNA BANIJYA

*Manish Bhatta Chaji*

PARTNER

SRI DURGA SAMPURNA BANIJYA

*Asli Majumdar*

PARTNER



### Major Information of the Deed

|  |   |  |            |
|--|---|--|------------|
| Deed No :  | I-1506-02064/2017   | Date of Registration                                 | 29/03/2017 |
| Query No / Year  | 1506-0000418469/2017  | Office where deed is registered                      |            |
| Query Date   | 28/03/2017 1:42:49 AM   | A.D.S.R. COSSIPORE DUMDUM, District: Nor 24-Parganas |            |
| Applicant Name, Address & Other Details                      | MANISH BHATTACHARJEE<br>53, West Kamalapur, Thana : Dum Dum, District : North 24-Parganas, WEST BENGAL.<br>PIN - 700028, Mobile No. : 9331002187, Status : Buyer/Claimant |  |            |
| 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 : 4,71,500/-]                                |  |            |
| SetForth value   | Market Value  |  |            |
| Rs. 3/-  | Rs. 95,59,998/-   |  |            |
| Stampduty Paid(SD)   | Registration Fee Paid   |  |            |
| Rs. 10,021/- (Article:48(g))                                 | Rs. 5,202/- (Article:E, E, B)   |  |            |
| Remarks  | Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urba area)   |  |            |

#### Land Details :

District: North 24-Parganas, P.S.- Dum Dum, Municipality: DUM DUM, Road: Arabinda Sarani, Mouza: Dumdum cantt, Ward No: 14, Holding No:8/1/20

| 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                   | RS-2027     | RS-1484        | Bastu             | Bastu        | 2 Katha 6 Chatak | 1/-                     | 47,49,999/-           | Property is on Road |
| L2                   | RS-2028     | RS-1484        | Bastu             | Bastu        | 2 Katha 6 Chatak | 1/-                     | 47,49,999/-           | Property is on Road |
| <b>TOTAL :</b>       |             |                |                   |              | <b>7.8375Dec</b> | <b>2 /-</b>             | <b>94,99,998 /-</b>   |                     |
| <b>Grand Total :</b> |             |                |                   |              | <b>7.8375Dec</b> | <b>2 /-</b>             | <b>94,99,998 /-</b>   |                     |

#### Structure Details :

| Sch No   | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details             |
|--|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1   | On Land L1, L2    | 200 Sq Ft.        | 1/-                     | 60,000/-              | Structure Type: Structure |
| Gr. Floor, Area of floor : 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete |                   |                   |                         |                       |                           |
| <b>Total :</b>   |                   | <b>200 sq ft</b>  | <b>1 /-</b>             | <b>60,000 /-</b>      |                           |





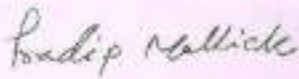


33, West Kamalapur, P.O:- Dum Dum, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AJXPB2268D Status : Representative, Representative of : SRI DURGA SAMPURNA BANIYA (as Partner)

| 2 | Name  | Photo   | Finger Print  | Signature   |
|---|---|---|---|---|
|   | <b>Mr ASHIM MAJUMDER (Presentant)</b><br>Son of Mr Subodh Kumar Majumder<br>Date of Execution - 29/03/2017, , Admitted by: Self, Date of Admission: 29/03/2017, Place of Admission of Execution: Office |  |  |  |
|   |   | Mar 29 2017 11:10AM   | LTI<br>29/03/2017   | 29/03/2017  |

38, West Kamalapur, P.O:- Dum Dum, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:AHBPM7119G Status : Representative, Representative of : SRI DURGA SAMPURNA BANIYA (as Partner)

**Identifier Details :**

| Name & address   |            |
|--|------------|
| Mr Pradip Mallick<br>Son of Late Sarat Chandra Mallick<br>Rabindranagar, P.O:- Nimta, P.S:- Nimta, North Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700049, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Mr PULAK MUKHERJEE, Mr SANTOSH MUKHERJEE, Mr MANISH BHATTACHARJEE, Mr ASHIM MAJUMDER | 29/03/2017 |
|   |            |

**Transfer of property for L1**

| Sl.No | From                 | To. with area (Name-Area)             |
|-------|----------------------|---------------------------------------|
| 1     | Mr PULAK MUKHERJEE   | SRI DURGA SAMPURNA BANIYA-1.95938 Dec |
| 2     | Mr SANTOSH MUKHERJEE | SRI DURGA SAMPURNA BANIYA-1.95938 Dec |

**Transfer of property for L2**

| Sl.No | From                 | To. with area (Name-Area)             |
|-------|----------------------|---------------------------------------|
| 1     | Mr PULAK MUKHERJEE   | SRI DURGA SAMPURNA BANIYA-1.95938 Dec |
| 2     | Mr SANTOSH MUKHERJEE | SRI DURGA SAMPURNA BANIYA-1.95938 Dec |

**Transfer of property for S1**

| Sl.No | From                 | To. with area (Name-Area)           |
|-------|----------------------|-------------------------------------|
| 1     | Mr PULAK MUKHERJEE   | SRI DURGA SAMPURNA BANIYA-100 Sq Ft |
| 2     | Mr SANTOSH MUKHERJEE | SRI DURGA SAMPURNA BANIYA-100 Sq Ft |



**Endorsement For Deed Number : I - 150602064 / 2017**

On 29-03-2017

**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 10:59 hrs on 29-03-2017, at the Office of the A.D.S.R. COSSIPORE DUMDUM by Mr ASHIM MAJUMDER ,

**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 95,59,998/-

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

Execution is admitted on 29/03/2017 by 1. Mr PULAK MUKHERJEE, Son of Late Bibhuti Mukherjee, 32, Kamalapur (West), P.O: Dum Dum, Thana: Dum Dum, City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Service, 2. Mr SANTOSH MUKHERJEE, Son of Late Bibhuti Mukherjee, 32, Kamalapur (West), P.O: Dum Dum, Thana: Dum Dum, City/Town: DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700028, by caste Hindu, by Profession Service

Identified by Mr Pradip Mallick, , Son of Late Sarat Chandra Mallick, Rabindranagar, P.O: Nimta, Thana: Nimta, City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

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

Execution is admitted on 29-03-2017 by Mr MANISH BHATTACHARJEE, Partner, SRI DURGA SAMPURNA BANIYA (Partnership Firm), 38, West Kamalapur, P.O:- Dum Dum, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028

Identified by Mr Pradip Mallick, , Son of Late Sarat Chandra Mallick, Rabindranagar, P.O: Nimta, Thana: Nimta, City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

Execution is admitted on 29-03-2017 by Mr ASHIM MAJUMDER, Partner, SRI DURGA SAMPURNA BANIYA (Partnership Firm), 38, West Kamalapur, P.O:- Dum Dum, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028

Identified by Mr Pradip Mallick, , Son of Late Sarat Chandra Mallick, Rabindranagar, P.O: Nimta, Thana: Nimta, City/Town: NORTH DUM DUM, North 24-Parganas, WEST BENGAL, India, PIN - 700049, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,202/- ( B = Rs 5,181/- ; E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,202/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 29/03/2017 10:19AM with Govt. Ref. No: 192016170055098021 on 29-03-2017, Amount Rs: 5,202/-, Bank: State Bank of India ( SBIN0000001), Ref. No. IK00DHBQL9 on 29-03-2017, Head of Account 0030-03-104-001-16



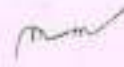
ment of Stamp Duty

certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 50/-, b  
Online = Rs 9,971/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 174274, Amount: Rs.50/-, Date of Purchase: 13/02/2017, Vendor name: A. K. Saha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 29/03/2017 10:19AM with Govt. Ref. No: 192016170055098021 on 29-03-2017, Amount Rs: 9,971/-, Bank  
State Bank of India ( SBIN0000001), Ref. No. IK00DHBQL9 on 29-03-2017, Head of Account 0030-02-103-003-02



**Mohul Mukhopadhyay**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. COSSIPORE**  
**DUMDUM**  
**North 24-Parganas, West Bengal**

ificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1506-2017, Page from 60973 to 61004  
being No 150602064 for the year 2017.



*mm*

Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2017.03.30 11:34:03 +05:30  
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 30-03-2017 11:34:02  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. COSSIPORE DUMDUM  
West Bengal.

(This document is digitally signed.)