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District Sub-Registrar-II
Alipore, South 24 Parganas

13 AUG 2021

Bijan Kumar Ghosh

DEVELOPMENT/JOINT VENTURE AGREEMENT

(Agreement between Land Owners and Developer)

THIS DEVELOPMENT/JOINT VENTURE AGREEMENT is made on this the 13th day of August, **TWO THOUSAND TWENTY ONE (2021)**;

- BETWEEN -

Bijan Kumar Ghosh

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Ghosh

SRI BIJAN KUMAR GHOSH (PAN NO. ADEPG2992C, Aadhaar No. 724067098795) Son of Late Gopal Krishna Ghosh, by occupation – Retired, by faith – Hindu, by Nationality – Indian, residing at 77, Biplabi Ullaskar Dutta Road, Post Office – Baghajatin, Police Station – previously Jadavpur now Patuli, Kolkata – 700 086, hereinafter called and referred to as the **“OWNER/FIRST PARTY”** (Which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs/successors/executors/administrators/legal representatives and assigns) of the **ONE PART**;

- **AND** -

LOKENATH ENTERPRISE a proprietorship firm, having its office at 86/4, Biplabi Ullaskar Dutta Road, Post Office - Baghajatin, Police Station - previously Jadavpur now Patuli, Kolkata – 700 086, represented by its proprietor namely **SRI DEEPAK SAHA** (PAN NO. AWRPS 9218F, Aadhaar No. 987714323386) Son of Late Dilip Kumar Saha, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 86/4, Biplabi Ullaskar Dutta Road, Post Office - Baghajatin, Police Station - previously Jadavpur now Patuli, Kolkata – 700086, hereinafter called and referred to as **“DEVELOPER/SECOND PARTY”** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, successors, executors, successors, administrators, legal representatives, succession-in-office and assigns) of the **OTHER PART**;

W H E R E A S one Sri Satish Chandra Baidya, of Brij Village was the absolute ownership right of the below schedule property along with other

property by way of registered deeds of permanent settled hereditary held on payment of fixed rent occupancy right.

AND WHEREAS on 10/10/1956 the said Satish Chandra Baidya out of his total land sold, conveyed and transferred 10 Bighas of land to Sri Birendra Chandra Singha Chowdhury, Sri Satyendra Chandra Naha, Sri Amitava Goswami and Sri Nihar Ranjan Dutta by way of registered sale deed and which was registered in the Office of D.S.R. Alipore and recorded in Book No. 1, Volume No. 127, Pages 50 to 66, Being No. 4735, for the year 1956 for the consideration mentioned there at.

AND WHEREAS the said Satish Chandra Baidya executed a Deed of Rectification on 24/07/1957 in favour of aforesaid four persons due to some mistake in the said deed, being no. 4735 of 1956 and the said rectification deed was duly registered in the Office at D.S.R. at Alipore and recorded in Book No. 1, Volume No. 14, Pages 169 to 172, Being No. 6162 for the year 1957.

AND WHEREAS that on 6th day of August, 1958 one Partition Deed has been registered by the aforesaid persons for the division of the total land measuring an area 10 Bighas 10 Cottahs of land and the said partition deed was duly registered in the S.R. Alipore and recorded in Book No. 1, Volume No. 128, Pages 71 to 78, Being No. 7401, for the year 1958 and by virtue of the aforesaid Partition Deed Sri Birendra Chandra Singha Chowdhury obtained more or less 4 Bighas 3 Cottas 2 Chittaks 4 Sq.fts. of land in two parts.

AND WHEREAS the total measuring an area 2 Bighas 19 Cottahs 1 Chittak 34 Sq.fts. from one part and Sri Birendra Chandra Singha Chowdhury sold,

conveyed and transferred 6 Cottah 14 Chittak 15 Sq.ft. of land to Sri Surendra Nath Roy Son of Late Dwarik Nath Roy by a registered Sale Deed and duly registered in S.R. Alipore and recorded in Book No. 1, Volume No. 45, Pages 270 to 274, Being No. 3542 for the year 1959 for a consideration mentioned thereat.

AND WHEREAS the said Surendra Nath Roy while became the absolute owner enjoying his property died intestate leaving behind Sri Narayan Roy alias Sailen Roy, Kumari Mira Roy, Kumari Sudha Roy and Smt. Santi Singha Chowdhury as his only legal heirs and successors.

AND WHEREAS the said Sri Narayan Roy alias Sailen Roy, Kumari Mira Roy, Kumari Sudha Roy and Smt. Santi Singha Chowdhury by the law of inheritance and succession became the absolute owner of the said property of deceased Surendra Nath Roy and sold, transferred and conveyed out of their total land a plot of land measuring more or less 4(Four)Cottah 15(Fifteen) Chittak 00 Sq.ft. to Sri Gopal Krishna Ghosh (father of the First Part and Second Part) by a registered deed of sale which was registered in the Office at S.R. Alipore and recorded in Book No. 1, Volume No. 9, Pages from 187 to 207, Being No. 147 for the year 1976 for the consideration mentioned thereto.

AND WHEREAS on 02/05/1984 the said Gopal Krishna Ghosh Gifted his entire property measuring an area more than 4 Cottah 15 (Fifteen)Chittaks to his wife Smt. Santa Ghosh by a registered Gift Deed and the said Gift Deed duly which was registered in the Office at S.R. Alipore and recorded in Book No. 1, Volume No. 5, Pages from 109 to 114, Being No. 1943 for the year 1984, which is lying and situated within District South 24-Parganas, P.S.

Jadavpur, Pargana – Khaspur, Sub-Registry Office at Alipore, Touzi No. 151, J.L.No. 30, R.S.No. 21½, Mouza – Chakmashur, comprised in C.S.Dag No. 53 under C.S.Khatian No. 1 corresponding to R.S. Khatian No. 34 under R.S.Dag No. 62, which is more fully described in the Schedule hereunder written.

AND WHEREAS said Smt. Santa Ghosh while became the absolute owner seized and possessed the ALL THAT piece and parcel of land measuring about 4 Cottah 15 Chittak 00 Sq.ft. be the same a little more or less, lying and situated at Mouza – Chakmashur, P.S. Jadavpur, Pargana – Khaspur, Sub-Registry Office at Alipore, Touzi No. 151, J.L.No. 30, R.S.No. 21½, comprised in C.S.Dag No. 53 under C.S.Khatian No. 1 corresponding to R.S. Khatian No. 34 under R.S.Dag No. 62, District South 24-Parganas and mutated her name in the records of the K.M.C., being known as Municipal Premises No. 170, Baghajatin Place under Ward No. 101, Kolkata – 700 086, being K.M.C. Assessee No. 31-101-100-170-5.

AND WHEREAS the said Smt. Santa Ghosh transfer her total land by two separate registered deeds measuring more or less 4(Four)Cottah 15(Fifteen)Chittak 00 Sq.ft. with pacca structure standing thereon to her two sons namely Sri Ranjan Ghosh & Sri Bijan Kumar Ghosh including all common and easement right.

AND WHEREAS the said Smt. Santa Ghosh transferred and conveyed a piece and parcel of undivided including an area of pucca structure land measuring about 1(One) Cottah 12(Twelve)Chittak 28(Twenty Eight) Sq.ft. alongwith common area and easement right as the total land conveyed measuring more or less 2(Two)Cottah 7(Seven)Chittak 22½(Twenty two and

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half)Sq.ft. out of her total land measuring about 4 Cottah 15 Chittak 00 Sq.ft. to her son namely Sri Ranjan Ghosh, which were executed and registered on 20/10/1992, in the Office at A.D.S.R. Alipore and recorded in Book No. 1, Volume No. 113, Pages 351 to 359, Being No. 4618 for the year 1992.

AND WHEREAS the said Smt. Santa Ghosh transferred and conveyed a piece and parcel of undivided land including an area of structure measuring about 1(One)Cottah 12(Twelve)Chittak 28(Twenty eight)Sq.ft. alongwith common area and easement right as the total land conveyed measuring more or less 2(Two)Cottah 7(Seven)Chittak 22½ (Twenty two and half)Sq.ft. out of her total land with structure measuring about 4(Four)Cottah 15(Fifteen)Chittak 00 Sq.ft. to her son namely Sri Bijan Kumar Ghosh, which were executed and registered on 20/10/1992, in the office at A.D.S.R. Alipore and recorded in Book No. 1, Volume No. 280, Pages 23 to 32, Being No. 14905 for the year 1993.

AND WHEREAS the said Ranjan Ghosh and Sri Bijan Ghosh have made a Deed of Declaration in the year 2003 due to some typographical mistake find out in the Deed No. 4618 of 1992 and 14905 of 1993 in respect of 'Common Area' as mentioned thereat which was registered in the office of A.D.S.R. Alipore and recorded in Book No. 1, Volume No. 346, Pages 169 to 176, Being No. 05179 for the year 2003 for the purpose mentioned thereat.

AND WHEREAS the said Sri Ranjan Ghosh and Sri Bijan Kumar Ghosh herein by of the above mentioned registered deeds have jointly acquired absolute ownership, possession right, title and interest with all common and all easement rights of the total land with structure measuring about

4(Four)Cottah 15(Fifteen)Chittak 00 Sq.ft. of Premises No. 170, Baghajatin Place.

AND WHEREAS due to undemarkated and undivided purchase of land the both parties i.e. Ranjan Ghosh and Sri Bijan Kumar Ghosh herein decided to hold their respective share of ownership mutually and the **FIRST PART**, Ranjan Ghosh herein occupy in the NORTH –EAST side of the premises and **SECOND PART**, Sri Bijan Kumar Ghosh herein occupied in the SOUTH-WEST side of the premises which morefully described in the Schedule 'A' and A-I therein and demarcated by RED and Green border with annexed plan therein.

AND WHEREAS the said Sri Ranjan Ghosh and Sri Bijan Kumar Ghosh (the Owner herein) became the joint owners and absolutely seized and possessed the a piece and parcel of land measuring about 4 Cottah 15 Chittak 00 Sq.ft. be the same a little more or less, together with structure and mutated their names in the records of the Kolkata Municipal Corporation, in respect of the said property, being known and numbered as K.M.C. Premises No. 170, Baghajatin Place under Ward No. 101, being K.M.C. Assessee No. (i) 31-101-100-170-5 and (ii) 31-101-100-785-9 respectively.

AND WHEREAS the said Sri Ranjan Ghosh and Sri Bijan Kumar Ghosh (the Owner herein) herein jointly decided to amalgamate their possession right, title and interest of the Schedule A & A-1 properties therein and had agreed to mutually exchange and transfer part of the Ownership of the Schedule A and A-1 therein properties in between them for better use, enjoyment and privileges of the total property in future and the total landed property as described in SCHEDULE – B thereunder.

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Ghosh

AND WHEREAS said Sri Ranjan Ghosh herein had agreed to transfer more or less 50% share of his undivided property out of total property as described in Schedule – A thereunder in favour of the said Sri Bijan Kumar Ghosh(the Owner herein) herein which consist of more or less 1(One)Cottah 3(Three) Chittak 33(Thirty three)Sq.fts. of undivided land with undivided Pacca structure more or less 371 sq.fts. with all common easement right as described in Schedule –A thereunder and in lieu thereof the said Sri Bijan Kumar Ghosh(the Owner herein) herein had agreed to transfer more or less 50% share of his undivided property out of his total property as described in **SCHEDULE – A-1** there under in favour of the Sri Ranjan Ghosh herein which consist of more or less 1(One)Cottah 3(Three)Chittak 33(Thirty three)Sq.fts. of undivided land with undivided pacca structure more or less 490 sq.fts. with all common and easement right which morefully described in Schedule A-1 thereunder written.

AND WHEREAS thereafter the **FIRST PART**, Sri Ranjan Ghosh and **SECOND PART**, Sri Bijan Kumar Ghosh herein amalgamated their entire land/properties into one plot of land/property by virtue of registered Deed of exchange-cum-amalgamation which was duly registered on dated 18.12.2015 registered in the office of District Sub-Registrar-I at Alipore, South 24-Parganas and entered into Book No. I, Volume No. 1601-2015, Pages from 74863 to 74893, Being No. 160104776 for the year 2015 for the promotion work of the entire amalgamated land measuring more or less 4(four) Cottas 15(Fifteen) Chittaks 0(Zero) Sq.fts..

AND WHEREAS in the premises aforesaid, said Ranjan Ghosh and Sri Bijan Kumar Ghosh became the absolute owners of the said first Assessee and the Second Assessee (which were adjacent and contiguous) respectively and while seized and possessed of and/or otherwise well and sufficiently entitled to the said first Assessee and the Second Assessee for better use and enjoyment amalgamated the said two Assesseees into a single Assessee in the recorded of the Kolkata Municipal Corporation and after amalgamation the Sri Ranjan Ghosh and Sri Bijan Kumar Ghosh herein become the joint owners of a land measuring about 4 Cottah 15 Chittack 00 Sq.fts. Mouza – Chakmasur, P.S. Jadavpur, Pargana – Khaspur, Sub-Registry Office at Alipore, Touzi No. 151, J.L.No. 30, R.S.No. 21½, comprised in C.S.Dag No. 53 under C.S.Khatian No. 1 corresponding to R.S. Khatian No. 34 under R.S.Dag No. 62, District South 24-Parganas and got mutated their names in the records of the K.M.C., being known as Municipal Premises No. 170, Baghajatin Place under Ward No. 101, Kolkata – 700 086, in the District South 24-Parganas, being K.M.C. Assessee No. 31-101-10-0170-5 respectively within the limits of the Kolkata Municipal Corporation(hereinafter referred to as the 'Said Premises').

AND WHEREAS by virtue of the aforesaid registered Deed & circumstances, Sri Ranjan Ghosh and Sri Bijan Kumar Ghosh become the joint Owners and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the undivided land measuring about 4 Cottah 15 Chittak 00 Sq.fts. alongwith undivided structure more or less 1722 sq.fts. which is lying & situated at Mouza – Chakmashur, P.S. Jadavpur, Pargana – Khaspur, Sub-Registry Office at Alipore, Touzi No. 151, J.L.no. 30, R.S.No.21½, comprised in C.S.Dag No. 53 under C.S.Khatian No. 1 corresponding to R.S. Khatian No. 34 under R.S.Dag No. 62, District South 24-Parganas and got mutated their

names in the records of the K.M.C., being known as Municipal Premises No. 170, Baghajatin Place, under Ward No. 101, Kolkata – 700 086, District South 24-Parganas.

AND WHEREAS as per the said registered deed the total land area is undivided land measuring about 04 Cottahs 15 Chittaks 00 Sq.fts. alongwith undivided structure more or less 1722 sq.fts. but the portion of the area has been decreased due to expansion of the adjacent road as well as encroachment of the neighboring plot holders and now the actual physical land area is at present undivided land measuring about 04 Cottahs 13 Chittaks 41 Sq.fts. alongwith undivided structure more or less 1722 sq.fts..

AND WHEREAS since then the said owners herein have been possessing and enjoying the said property of undivided land measuring about 04 Cottahs 13 Chittaks 41 Sq.fts. alongwith undivided structure more or less 1722 sq.fts. standing thereon which is lying & situated at Mouza – Chakmashur, P.S. Jadavpur, Pargana – Khaspur, Sub-Registry Office at Alipore, Touzi No. 151, J.L.no. 30, R.S.No.21½, comprised in C.S.Dag No. 53 under C.S.Khatian No. 1 corresponding to R.S. Khatian No. 34 under R.S.Dag No. 62, District South 24-Parganas and got mutated their names in the records of the K.M.C., being known as Municipal Premises No. 170, Baghajatin Place, under Ward No. 101, Kolkata – 700 086, District South 24-Parganas and together with all sorts of easement rights over and under the road, without any let or hindrance, free from all encumbrances and the entire property is referred to the **First Schedule** hereunder written.

AND WHEREAS the party of the First Part and Party of the Second Part therein had mutually agreed and decided to have their shares partitioned by metes and bounds for allotment of definite share in severally convenient and exclusively possession and for better use, occupation and enjoyment of the divided portion in the manner hereinafter appearing and have made a scheme plan and allotted plots to each of the party of the First Part and Second Part therein with all right of passage, entrance, electrical lines, water lines, telephone lines and free entrances with all records and passages sited and marked in the annexed site Plan. That Sri Ranjan Ghosh, the party of the First Part therein had been allotted ALL THAT property as set out in the **Second Schedule** thereunder written, being Lot No. "A" of the plan annexed thereto. And that said Sri Bijan Kumar Ghosh, the party of the Second Part therein had been allotted ALL THAT property as set out in the **Third Schedule** thereunder written, being Lot No. B of the Plan annexed thereto.

AND WHEREAS parties therein for the purpose of more convenient and exclusive enjoyments of the said premises thereto had agreed between themselves to have an amicable partition of the said premises in accordance with map or plan annexed thereto.

AND WHEREAS to avoid future litigation and mis-understanding the parties namely Sri Ranjan Ghosh and Sri Bijan Kumar Ghosh thereunto had decided to partition their respective shares upon the said property.

AND WHEREAS for the purpose of partition and/or division of the said properties into separate **LOTS** in accordance with the respective shares of parties as and enjoyment of the divided portion, the **FIRST PARTY** and **SECOND PARTY** namely Sri Ranjan Ghosh and Sri Bijan Kumar Ghosh

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therein had mutually and amicably agreed and decided to have the said properties partitioned by metes and bounds in the manner thereafter appearing, viz. that the **FIRST PARTY** namely Sri Ranjan Ghosh accepts the properties set out in the **SECOND SCHEDULE** described as '**LOT**-'**A**' property thereunder written and the said **SECOND PARTY** Sri Bijan Kumar Ghosh accepts the properties set out in the **THIRD SCHEDULE** thereunder written described as '**LOT**-'**B**' property as their exclusive property in lieu of their respective share in the joint estate and the entire property had been described in the **FIRST SCHEDULE** thereunder written.

AND WHEREAS the first part therein namely **Sri Ranjan Ghosh** had agreed to take/obtain as his share and/or portions in the said premises, the portion marked to **LOT – "A"** in the map or plan annexed thereto and therewith bordered with the color **RED** and morefully described in the **Second Schedule** thereunder written.

AND WHEREAS the second part therein namely **Sri Bijan Kumar Ghosh** had agreed to take/obtain as his respective share and/or portions in the said premises, the portion marked as **LOT – "B"** in the map or plan annexed therewith to and thereon bordered with the colour **GREEN** and morefully described in the **Third Schedule** thereunder written.

AND WHEREAS due to better enjoyment said **Sri Ranjan Ghosh and Sri Bijan Kumar Ghosh** (the Owners therein) divided the said property by a Registered Partition Deed which was duly registered in the Office of D.S.R.-II, at Alipore, South 24-Parganas, executed on 9th day of August, 2021 and recorded in Book No. I, Volume No. 1602-2021, Pages 242668 To 242702. Being No. 160205820 for the year 2021.

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AND WHEREAS the said **Sri Bijan Kumar Ghosh** (the Owner therein) as per party of Second Part therein of the said Partition Deed, he got/obtained **ALL THAT** piece and parcel of Bastu land measuring more or less 02(Two) Cottahs 06(Six) Chittak 43(Fortythree)Sq.ft. together with one storied pucca building measuring more or less 861sq.ft. standing thereon which is situated and lying at Mouza – Chakmasur, J.L. No. 30, comprised in C.S.Dag No. 53, C.S.Khatian No. 1 comprised in C.S.Dag No. 53 under C.S.Khatian No. 1 corresponding to R.S. Khatian No. 34 under R.S.Dag No. 62, Touzi No. 151, R.S.No. 21½, Sub-Registration. Office at Alipore, Police Station – previously Jadavpur now Patuli, Pargana – Khashpur, District South 24-Parganas, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 101, being K.M.C. known as Premises No. 170, Baghajatin Place, Assessee No. 31-101-10-0170-5 corresponding to postal/mailling address is 77, Biplabi Ullaskar Dutta Road, P.O. – Baghajatin, Kolkata – 700 086, which is delineated in the plan or map and marked with **GREEN** colour of **LOT – “B”** therein and he had in peaceful possession, occupation enjoyment over the said property and said property is free from all encumbrances.

AND WHEREAS since then the owner namely **Sri Bijan Kumar Ghosh** thus become the owner of the aforesaid property and has been possessing and enjoying the same, free from all encumbrances fully mentioned in the **Schedule ‘A’** hereunder written.

AND WHEREAS the first party herein recorded/mutated his name as a owner in the record of being K.M.C. known as Premises No. 170, Baghajatin Place, Assessee No. 31-101-10-0170-5 corresponding to postal/mailling address is 77, Biplabi Ullaskar Dutta Road,

P.O. – Baghajatin, Kolkata – 700 086, fully mentioned in the **Schedule 'A'** here under written.

AND WHEREAS due to develop the said property, the owner as the party of the **FIRST PART** herein has decided to construct a multistoried building thereon as per sanctioned plan of K.M.C. but due to paucity of fund and lack of technical knowledge, could not materialize the construction of a proposed multi stories building on the **Schedule "A"** property and the owner did not able to fulfill his desire and in this connection the owner has approached to the Developer/ Second party to construct a multistoried building upon the **Schedule "A"** below property at his own cost and expenses with proportionate share and the Developer has accepted the proposal of the owner and agreed to construct a multistoried residential as well as commercial building thereon as per sanctioned plan issued by the authority concerned.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :

ARTICLE – I : DEFINATIONS

In these presents unless there is something repugnant to or inconsistent with :-

1.1. OWNER : Shall mean the said **SRI BIJAN KUMAR GHOSH** Son of Late Gopal Krishna Ghosh, residing at 77, Biplabi Ullaskar Dutta Road, Post Office – Baghajatin, Police Station – previously Jadavpur now Patuli, Kolkata – 700 086 District South 24-Parganas as stated above and his heirs, executors, administrators, representatives and assigns.

1.2. DEVELOPER : Shall mean the said **LOKENATH ENTERPRISE** a Proprietorship concern having its office at 86/4, Biplabi Ullaskar Dutta Road, Post Office – Baghajatin, Police Station – previously Jadavpur now

Patuli, Kolkata – 700 086, represented by its sole proprietor namely **SRI DEEPAK SAHA** Son of Late Dilip Kumar Saha, residing at 86/4, Biplabi Ullaskar Dutta Road, Post Office – Baghajatin, Police Station – previously Jadavpur now Patuli, Kolkata – 700 086, as stated above and its successors or assigns.

1.3. PROPERTY : Shall mean entirely the said plot of Bastu land measuring more or less 02(Two) Cottahs 06(Six) Chittaks 43(Forty Three) sq.ft. together with one storied building measuring more or less 861sq.ft. standing thereon which is situated and lying at Mouza – Chakmasur, J.L. No. 30, comprised in C.S.Dag No. 53 under C.S.Khatian No. 1 corresponding to R.S. Khatian No. 34 under R.S.Dag No. 62, Touzi No. 151, R.S.No. 21½, Sub-registration. Office at Alipore, Police Station – previously Jadavpur now Patuli, Pargana – Khashpur, District South 24-Parganas, within the jurisdiction of the Kolkata Municipal Corporation, Ward No. 101, being K.M.C. known as Premises No. 170, Baghajatin Place, Assessee No. 31-101-10-0170-5 corresponding to postal/mailing address is 77, Biplabi Ullaskar Dutta Road, P.O. – Baghajatin, Kolkata – 700 086, morefully described in the **Schedule 'A'** hereunder written.

1.4. BUILDING : Shall mean the building in the necessary in accordance with the plan sanctioned by the Kolkata Municipal Corporation and other appropriate authority to construction and shall include other spaces instated for the enjoyment of the building by its occupation on such having as may be agreed with them.

1.5. OWNER'S ALLOCATION : The Owner shall entitle to get –

- a. The Owner herein namely **SRI BIJAN KUMAR GHOSH** shall entitle to get 50% share of entire flat area on the Second floor(North-East-West side), 50% share of entire flat area on the third i.e. top floor(South-East-West side) and 75% share of open car parking area & other purpose on the entire ground floor(North-West & East-West-South side)(save and except Developer's Allocation) upon the proposed/new G + III storied building out of total flats and total open car parking spaces upon the proposed G + III storied building as per both parties mutual consent as Owner's Allocation according to sanction plan of the said new/proposed building together with undivided proportionate share of land underneath of the proposed building together with all type of common area, rights and facilities provided in the said building which is morefully described in the **Schedule 'D'**.
- b. The said Developer also paid non-refundable/forfeit money of Rs. 2,00,000/-(Rupees Two Lakh) only to the said Owner herein namely **SRI BIJAN KUMAR GHOSH** which is non-refundable amount and which is paid in following manner :-
Before the signing/executing this agreement for Development has been already paid Rs. 2,00,000=00.
- c. That the Developer will arrange one(more or less 800 Sq.ft./900 Sq.ft.) shifting of 3(Three)Bed rooms and Dining accommodation (the said accommodation charges will be borne by the Developer himself) till handover the physical possession of Owner's Allocation.
- d. The Owner's Allocated portion morefully described in the **Schedule 'B'** hereunder written will be constructed and completed by the Developer

Bigam K. K. K.

together with undivided proportionate share of the land underneath of the proposed/new Building and interest of the common areas & facilities which is morefully described in the **Schedule 'D'**.

1.6 DEVELOPER'S ALLOCATION : Shall mean the rest/remaining position (save & except Owners' Allocation) of the G + III storied building i.e. entire First Floor, 50% share of entire flat area on the Second floor(South-East-West side), 50% share of entire flat area on the Third i.e. top floor(North-East-West side) and 25% share of open car parking area & other purpose on the ground floor(North - East corner) upon the proposed G + III storied building out of total flats and total open car parking spaces upon the proposed G + III storied building as per both parties mutual consent as Owner's Allocation according to sanction plan of the said new/proposed building together with undivided proportionate share of land underneath of the proposed building and also the absolute right on the part of the Developer to enter into agreement for sale, transfer or any way of deal with the intending purchaser(s) or party or parties together with all type of common area, common rights and facilities provided in the said building which is morefully described in the **Schedule 'D'**.

The DEVELOPER shall erect the entire proposed Ground plus III storied building at its cost and its supervision and building to be erected as per annexed specification as well as the said sanctioned building plan to be sanctioned the 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.

The Developer's Allocated portion morefully described in the Schedule 'C' hereunder written, constructed and completed by the Developer together with undivided proportionate share of the land underneath of the proposed/new Building and interest of the common areas & facilities which is morefully described in the Schedule 'D'.

1.7 OLD BUILDING : *Shall mean the old building structure now standing upon the said plot of homestead land which will be demolished by the Developer at his own cost and after demolishing the said old building the said demolishing materials will take by the Developer at his own cost.*

1.8. ARCHITECT : *Shall mean the person who may be appointed by the Developer for designing and planning of the said building constructed as per sanctioned plan.*

1.9. COMMENCEMENT : *This agreement shall be deemed to have commenced with effect from 13th day of August, 2021.*

1.10. BUILDING PLAN: *Shall mean plan for the construction of the proposed G + III storied building or which was already sanctioned by the Kolkata Municipal corporation and shall include any amendment and/or alteration/Modification/Revised thereto and/or notification thereof.*

1.11. FLOOR AREA : *Shall mean the floor area ratio possible and sanctioned for construction and on the said premises according to the*

proposed G+III storied building as per rules of the Kolkata Municipal Corporation.

- 1.12. FLAT AND/OR UNIT :** Shall mean the different portions of the proposed building which are capable of being exclusively used and occupied by any person(s) independently of the other person or persons using and occupying other flats or units.
- 1.13. PARKING SPACE:** Shall mean and include the open space under the roof of ground floor of the said Building.
- 1.14. COMMON AREA :** Shall mean all areas which are common to the flats or units e.g. common passage, stair case, lobbies, water pump, electricity, meter room, passage, underground water reservoir, overhead water tank, septic tank area and other common space/spaces to be available for the common use.
- 1.15. COMMON PARTS :** Shall mean the installation in that building of common use and utility and shall also include the common area.
- 1.16. COMMON FACILITIES:** Common facilities and amenities shall include corridors, roof, drainage and sewerage line and connection all plumbing installation, meter, pump, care taker room if any, stairways, passage ways etc. and other facilities which may be mutually agreed upon between the parties required for establishment, location, enjoyment, provisions, maintenance and/or management of the buildings and/or the common facilities or any of them thereon as the case may be roof and the terraces of the buildings shall be enjoyed jointly and undividedly by the owners and the

Developer proportionately and all such common areas to be included as salable area in respect of flats and spaces in the proposed new building at the said premises.

1.17. TRANSFER : *Shall mean with its grammatical variations shall include transfer by possession and/or by any other means adopted for effecting what is understood as a transfer space in the said new building to purchaser/purchasers thereof although the name may not announce to a transfer in law without causing any manner of inconveniences or disturbances to the owners.*

1.18. 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.*

ARTICLE -II: OWNER'S RIGHTS, OBLIGATIONS & LIABILITIES

2.1. *The owner is seized and possessed of and otherwise well and sufficiently entitled to the said property and has agreed to make over and or deliver possession of the same to the Developer simultaneously with the execution of this agreement for the purpose of developing of the said property on the terms and conditions as stated hereinafter.*

2.2. *That there is no suit or proceedings pending regarding title and or any portion thereof. The Developer is entering into this agreement after full satisfaction of all Deeds and documents relying on the aforesaid representation and/or assurances made by the owner and acting on good faith thereof.*

- 2.3. *This Owner hereby grant the exclusive right to the Developer to build and/or construct, erect and complete the proposed new building for residential purpose by entering into agreement for sale and/or transfer of construction in respect of the Developer's Allocation in accordance with the building plan to be sanctioned by the Municipal authority or with amendment and/or modification/Revised made or caused to be made by the Developer strictly in accordance with the Rules and Regulations of the said authority and complete the said building on the said property the sanctioned building plan issued by the concerned authority.*
- 2.4. *To obtain the sanction building plan the Developer has right to appoint one Architect for designing and planning for the said building. After obtaining the said sanctioned building plan the Developer has no need to take permission from the owners to start the construction works.*
- 2.5. *The Owner or his heirs shall be entitled to sell, transfer or otherwise deal with the Owner's Allocation only of the proposed/new building.*
- 2.6. *The Owner shall deliver immediately the Vacant possession of the said existing old building after occupying alternate accommodation of (more or less 800 to 900 Sq.ft.) 3 Bed Rooms & Dining to the Developer with the execution/registration of this agreement to enable the Developer to proposed with the sanctioned plan of the proposed building from the Municipal Authority.*
- 2.7. *If the Developer shall sanction & construct commercial space(s) i.e. shop(s) & Office(s) etc. in his own allocation instead/in place of flat/flats*

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into the full/some portion/portions of the proposed/new G+III storied building, in that event the owners i.e. First Party shall not raise any objection regarding the same and all costs and expenses will be borne by the said Developer and the First party shall co-operate with the said Developer i.e. Second part herein to sign necessary papers and documents relating to the said sanction and after sanction the said commercial space(s) i.e. shop(s) & Office(s) etc., the Developer shall have right to sell the same as his own allocation share and shall received the sale proceed amount from the intending purchaser/purchasers. In that case, the owners i.e. first party herein shall not claim, demand over the said sale proceeds amount.

- 2.8. The Owner shall execute a Power of Attorney for Development in favour of the Developer to assist the Developer as may be required by the Developer for the purposes of construction as well as completion of the construction works of the proposed/new building in accordance with the sanctioned building plan for residential purpose i.e. to sell the flat(s), commercial space(s), Office(s) & car parking space(s) alongwith undivided share of the same building to the purchaser(s) as well as to deal with the Developer's Allocation in the proposed building but the Owner will not be liable for the said construction.
- 2.9. That the owner shall render his best co-operation and assistance to the Developer with regard to the proposed development and construction as aforesaid as may from time to time required.

Bigam Kumar
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- 2.10. That the execution of this presents the owner has authorized and allowed the Developer to put up the notice sign boards therein indicating the proposed Development Scheme of the Developer on the said property.
- 2.11. The Owner hereby declares that he has a marketable title to the said land of the said premises and the said premises are free from all encumbrances.
- 2.12. That the Owner shall put the Developer, exclusive and undisputed possession of the said premises for Developing the proposed G+III storied construction and shall not in any way interfere with the possession of the Developer and shall not disturb or cause obstruction in the construction or development of the said premises until any violation of any specification and conditions.
- 2.13. That if the Developer fails to comply the conditions which is more fully described in the **Schedule - B** hereunder then the Owner shall have right to take proper steps through court of law against the Developer.
- 2.14. That the Owner shall execute the Deed of Conveyance or Conveyances in favour of the Developer or his nominee or nominees or nominated person/persons in such form or forms as shall be required by the Developer and all costs and expenses including stamp duty and registration charges etc. shall be borne and paid by Developer or its nominee or nominees or nominated person/persons save and except the Owner's Allocation.

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19/10/2020

- 2.15. That none other than the Owner has any claim, right, title and/or demand over and in respect of the said premises and/or any portion thereof.
- 2.16. That there is no excess vacant land at the said property within the meaning of the urban land (ceiling and regulation) act, 1976.
- 2.17. In consideration of the Owner having agreed to permit the Developer to residentially exploit and the said property and to construct, erect and build a new building in accordance with the sanctioned plan to be sanctioned by the Kolkata Municipal Corporation and in accordance with the specification and materials description of which are stated in details in **Schedule - G** below.
- 2.18. That the said Owner shall not claim upon the demolishing materials after demolishing of the existing old structure(excluding temporary structure) and trees which is lying in the said premises and the Developer will be entitled to enjoy the said materials(excluding temporary structure) and trees without any objection from the said Owner, but the Developer shall bound to bear all cost and expenses for demolishing said old structure of the said premises.
- 2.19. The Owner shall be liable to sign all necessary papers and documents if required for completion of construction works of the proposed building.
- 2.20. That the Owner shall be liable to sign and execute a registered Power of Attorney for Development in favour of the Developer to sell/transfer

Bigan Kumar
Joshi

the Allocation portion of the Developer to any such person or persons and/or nominee/nominees of the Developer.

- 2.21. *That the Owner shall be liable to sign necessary paper and documents if required for transfer the allocation portion of the Developer in favour of the intending purchaser/purchasers and the Owner shall be entitled/liable to sign any necessary papers and documents for obtaining the sanctioned plan/sewerage line/water line/electric line/gas line/Municipality undertaking in the said proposed building.*
- 2.22. *That the Owner shall be liable to sign for correction of records and/or mutation the said property in his name and/or other purposes for requirement of the construction works of the said premises/building.*
- 2.23. *The Owner will handover all the original relevant papers and documents and tax/rent receipt relating to the said property to the Developer at the time of execution/signing of this agreement in respect thereof the Developer shall issue a statement of list of document receive from the Owners in his letter head pad or on a Non-Judicial Stamp Paper and the Developer shall handover the original Deeds, documents, tax receipt & other relevant papers of the said property to the Owner after disposal of Developer Allocation.*
- 2.24. *That if required, the Owner shall be liable to appear before any court concerned of govt. and/or semi govt. office or public office with the Developer.*

Bigan Kumar
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- 2.25. That the Owner hereby declare that he will co-operate with the Developer for smooth completion of the construction works of the said building.
- 2.26. That except schedule specification mentioned in the **Schedule - G** hereunder the extra/addition construction works of the Owner's Allocation may be constructed by the Developer, then the Owner shall be liable to pay extra/addition charges of the said additional/extra works.
- 2.27. That both parties will be entitled to enjoy the common areas and common facilities of the said proposed building as per below mentioned **Schedule - D**.
- 2.28. That the said Owner shall bear all common expenses which more fully mentioned in the **Schedule - F** herein after completion of the said proposed building.
- 2.29. That the Owner shall be liable to execute the Deed of Conveyance/ Conveyances in favour of the intending purchaser/purchasers of flats/spaces/open car parking space(s), shop(s), commercial space(s) etc. in respect of the allocation portion of the Developer with the cost of the Developer and/or his nominated persons.
- 2.30. That the Owner will be liable to co-operate with the Developer for complete the construction works of the proposed building.

Bigan Kumar
Joshi

- 2.31. *And it is hereby agreed between the parties, the Owner shall be liable to sign and appear before the court or any office concerned for executing any affidavit/declaration/gift/undertaking in favour of the Municipality/Supplementary Agreement etc. for the purpose of the construction works of the proposed building at the cost of Developer.*
- 2.32. *That in the event of demise of the OWNER during the subsistence of this Agreement, the legal heirs of the OWNER shall sign, execute and produce all or any papers and/or documents or inspection as asked for and found necessary by the DEVELOPER for completion of the project being the subject matter of this agreement and always act and do all the necessary acts and things which all the OWNERS is under an obligation to do under these presents at all material time without any hindrances. However in the event of demise of said Developer during subsistence of this Agreement. In that case the heirs and successors of said Developer shall be liable to complete the development work of said proposed building as per mutual consent of the Owner herein. In that event the Owner's decision will be final for completion of the existing project.*
- 2.33. *That in future if any claim, demand whatsoever arise in respect of the Schedule below property from any other person/other legal heirs of the said deceased, save and except the first party/owner herein then the Owner will be responsible for the same and the share will be deducted from the Owner's Allocation and the Developer shall not be liable for the same.*

Byam Kumar
Ghosh

- 2.34. That the Owner shall be liable to sign and execute a registered Supplementary Agreement for Development in favour of the Developer to sell/transfer the Allocation portion of the Developer to any such person or persons and/or nominee/nominees of the Developer, if necessary. In that case the cost and expenses of said registration shall be borne by the Developer herein.
- 2.35. That the Developer will complete the entire building construction without damaging the Owner's existing boring and K.M.C. water connection and the existing septic tank will be renovated by the Developer.

ARTICLE-III: DEVELOPER'S RIGHTS, OBLIGATIONS & LIABILITIES

- 3.1. The Developer bear all costs charges and expenses for construction of the building at the said property.
- 3.2. The Developer shall be exclusively entitled to the Developer's Allocation in the proposed building and the Developer shall have exclusive right to transfer deal with and/or dispose of the same without any right, claim, interest therein whatsoever of the Owners and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer in respect of Developer allocation and no further consent will be required and this agreement itself shall be deemed to be the consent of the Owners.

Prigam Kumar
Sahni

- 3.3. *In so far as necessary dealing for development and dispose of Developer's Allocation by the Developer in respect of the said building shall be in the name of the Developer and the Owner hereby agreed to give and/or execute necessary Power of Attorney in favour of the Developer.*
- 3.4. *All costs, charges, expenses including Development fees from plan sanction, would be paid by the Developer and all dispute arising out of the said dealings as found enumerated in the forgoing clause the Owner shall bear no responsibility in this context.*
- 3.5. *That Developer will sell and transfer any particular unit/flat/apartment or constructed space in the same new building within the part of the Developer's Allocation to any intending purchasers on ownership basis subject to the intending purchaser/purchasers making payment of all the and obtaining all the terms and conditions to be agreed upon as the Developers may think fit and proper.*
- 3.6. *That the Developer shall be entitled to accept and receive advance/advances and/or earnest money(s) with regard to transfer of his Developer's Allocation from the intending purchaser(s) and Owner hereby grants consent and absolute authority for the same in favour of the same but the Owner will not be held responsible for any litigation arising out of the said transaction between the Developer and intending purchaser(s).*

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- 3.7. That the Developer herein shall solely be responsible or liable for the payment of salaries, wages charges, remunerations or all mysteries, masons, supervisions, architects, contractors, engineers, chowkidars, darwans and other employees and staff as may be retained appointed and/or employed by the Developer and the Owners shall not in any manner be responsible.
- 3.8. That the Developer herein shall be entitled to apply for an obtain all necessary sanctioned permission and/or no objection certificate from the appropriate Govt. authorities and/or departments as may from time to time be necessary.
- 3.9. The Developer shall use standard quality or materials for the construction of entire building as per **schedule G** below.
- 3.10. The Developer has every right to get Old Building material of the existing building(excluding temporary structure) and Owner will not raise any objection for that.
- 3.11. That the Developer shall act as an independent contractor in the matter of construction of the said building and also undertake to keep the Owner indemnified for and against all third party claims or compensation and acts and actions arising out of any omission of the Developer or any accident in or relating to the construction of the said building.

Bigyan Kumar
Shah

- 3.12. That the Developer shall have exclusive right to construct the proposed building on the said land accordance with the plan without any hindrances or obstruction from the Owners or of any person claiming through them. The type of construction, specification of materials to be used and the details design of the building shall be as per the choice of Owner and the Developer combination and the Developer shall ensure that the building shall be constructed with Class – I standard building materials.
- 3.13. All expenses and liabilities for construction of the proposed building which is to be constructed on and upon the said premises according to the plan shall be borne by the Developer and the Owner shall not be liable to bear any expenses and constructional liabilities thereof including the cost and expenses relating to sanction of plans, KMC Tax, income tax clearance and other proposed necessary preliminary costs and expenses relating to the construction.
- 3.14. That - the Developer hereby undertakes to construct the building diligently and expeditiously and ensure to handover the Owner's Allocation in habitable condition to the owner **within 24(Twenty Four) months from the date of signing of this agreement and before sell of any portion of Developer's Allocation.** If not prevented by the circumstances beyond its reasonable control, such as natural calamities but the same would not stand over for an Indemnities period and if necessary the above mentioned period can be **extended for another 6(six) months only.**

Bigan Kumar
Bhaskar

- 3.15. That the Owner shall bound to deliver up to construction period all original papers and documents (land deed, site plan, all tax receipt, tax clearance and mutation certificate) at the time of signing this agreement if necessary and the Developer shall pay all previous dues of taxes up to date, mutation expenses and prepare the others relevant papers and documents.
- 3.16. That in so far as necessary all dealings by the Developer particularly the Agreement for Sale or transfer concerning and in respect of the Developer's Allocation shall be in the name of the Owner for which the Owner undertake to give the Developer a Power of Attorney in a form and manner required by the Developer **PROVIDED HOWSOEVER** the same shall not create any financial liability upon the Owner in any manner whatsoever.
- 3.17. That from the date of registration of Development Agreement of the existing structures and the said premises in favour of the Developer all municipal rate and taxes as also other outgoings in respect of the said premises and till such time as the possession of the said Owners' Allocation is handover in favour of the Owner shall be borne and paid by the Developer and all outstanding dues on account of municipal rate and taxes as also other outgoing up to the date of delivery of possession in favour of the Owner as stated herein above shall remain the liability of the Developer and shall be borne and paid by the Developer.
- 3.18. All applications, plans as well revised plan and other papers and documents as may be required by the Developer for the purpose of

obtaining necessary sanction from the appropriate authority of Municipality shall be prepared and submitted by the Developer on behalf of the Owner at his own cost and expenses and the Developer shall pay charges and bear all fees including Architect's fees required to be paid or deposited for exploitation of the said property provided, however that the Developer shall be exclusively entitled to all refunds of or any or all payments and/or deposits made by the Developer herein.

- 3.19. That the Developer shall hand over the Owner's Allocation in accordance with the specification morefully described in the **Schedule "B"** below and the Developer shall construct and complete the residential flats/car parking spaces or other spaces in accordance with the sanctioned plan by the Municipality. The Developer shall bear all costs, charges and expenses for the construction of all the residential flats/car parking spaces including the Owner's Allocation.
- 3.20. That the Developer shall be entitled to engage any labour and engineers/masons at his own choice/cost for the construction of completion of the said building.
- 3.21. That the Developer shall be entitled to receive any advance money/booking/purchased money from the intending purchaser/purchasers of flats/areas/car parking spaces in respect of the Allocation portion of the Developer.
- 3.22. That the Second Party/Developer will be entitled to any type of mortgage loan on the above said Developer's Allocation portion of the said

Bigyan Kumar
Ghosh

premises from any nationalized and private Bank/financer and the first party/Owner shall have not any objection the above said loan.

- 3.23. That the Developer will complete the construction works of the said building **within 24(Twenty Four) months from the date of signing of this agreement**, if fails due to any circumstances of God and Earth Quake, then the time of may be extended with the mutual consent and understanding between the parties. In that case the time may be extended upto 6(Six)months only.
- 3.24. That both parties will abide by all the terms and conditions of this agreement if fails that will be a breach of contract act.
- 3.25. That both the parties shall have right to use the other for specific performance of the agreement in appropriate court of law.

ARTICLE -IV: TIME PERIOD

- 4.1. That Developer shall complete the construction of new building in habitable conditions with all basic amenities **within 24(Twenty Four) months from the date of signing of this agreement**. It may be extended as per both parties mutual consent.

ARTICLE-V: RATES AND TAXES

- 5.1. The Owner & Developer jointly shall be responsible for payment of the rates and taxes in respect of the said property upto the date of Development agreement to the competent authority and the Developer shall be responsible for payment of rates and taxes in respect of the said

property until completion of the building and delivery of possession of the respective portion thereof.

- 5.2. The Owner shall not do any act/deed or things thereby the Developer shall be prevented from constructing and completion and or doing any other act relating to the said building in so far the Developer abides by the terms conditions in one spirit of these documents.
- 5.3. Both the parties shall abide by all laws, Bye Laws, rules and regulations as may be imposed by the Government or local bodies as the case may be.

ARTICLE-VI DEVELOPER'S INDEMNITY

- 6.1. The Developer hereby undertakes to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the said proposed G+III storied building and in the matter of construction of the building and or any defect therein.

ARTICLE -VII, DEFAULT

- 7.1. On completion of the building the Developer shall give notice to the Owners for taking delivery of possession of the Owner's Allocation inhabitable condition and the owner shall be shifted within thirty days from the date of receipt of such notice shall have to take delivery of possession of the Owner's Allocation without fail.

ARTICLE -VII, OWNER'S OBLIGATION

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- 8.1. *The Owner herein agreed and covenant with the Developer not to cause any interference or hindrances in the matter of construction and doing any other work in respect of the said building by the Developer subject to the Developer's compliances with or acting in accordance with the terms and conditions as stipulation this agreement.*
- 8.2. *The Owner herein agreed and covenant with the Developer not to do any act deed or thing whereby the Developer would be prevented from selling a signing or disposing of Developer compliance with the terms and conditions of this Agreement.*

ARTICLE-IX, MISCELLANEOUS

- 9.1. *The Owner and the Developer have entered into this agreement purely on a principal to principal basis and contract and nothing contained herein shall be deemed to be constructed as partnership between the Developer and the Owner and or as Joint Venture between the parties hereof in any manner nor shall the parties hereof constitute an association of the persons.*
- 9.2. *It is understood that from time to time facilities construction of the building by the Developer various Deeds things which are not specified herein may be required to be done by the Developer at his own cost and for which the Developer may need the authority of the Owners and various application and other documents may be required to be signed by the Owner relating to which specific provision may not have been mentioned herein.*

- 9.3. *The Owner shall grant to the Developer and/or its nominee/nominees a Power of Attorney for Development so that the Developer can prepare the building plan and get it sanctioned from the KMC and/or any competent authority or authorities if necessary and to proceed with the constructional work of the said building smoothly and to negotiate of the Developer's Allocation and to enter into any agreement for sale with the said purchaser and to receive the consideration money in respect of the said flats of the Developer's Allocation and deliver possession of the said flats in favour of the said intending purchaser/purchasers subject to prior delivery of the flats etc. to the Owner inhabitable condition in respect of the Owner's Allocation mentioned herein above.*
- 9.4. *The Developer shall put the owner in undisputed possession of the Owner's Allocation together with the rights in common facilities of the building.*
- 9.5. *In so far as necessary all dealings by the Developer in respect of the building shall be in the name of the Developer and its nominee or nominees, power or power of Attorney in a form and manner reasonably required by the Developer, it being understood however that such dealings shall not in any manner fasten or create any financial liability upon the Owner.*
- 9.6. *That the Developer shall be at liberty to advertise in the daily newspaper for sale of the flat/flats etc. of the Developer's Allocation and invite applications from the intending purchaser/purchasers and to do all, other acts/act and deeds as to be required for successful implementation*

of the project and negotiate with the intending purchaser/purchasers and settle the price of the flats and to enter into an agreement(s) with the said intending purchaser/purchasers, to prepare necessary deeds of sale on collection of price from the purchaser/s as to be agreed between themselves and to do all other acts, deeds and things necessary for such sale except the Owner's Allocation and the Owner shall not raise any objection against any such acts, deeds, things, rights to enjoy the common facilities of the common utility with other occupiers of the building.

- 9.7. After completion of the total building and after taking possession of the flats the owner/owners shall appear before the registration authority for registration of the flats with proportionate share of lands of the respective flats in respect of the Developer's Allocation in favour of the Developer or his nominee or nominees as and when required for **PROVIDED** all such expenses for such registration shall be borne by the Developer or his nominee/nominees.
- 9.8. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the force major and shall be suspended for the obligation during the duration of the force major.

ARTICLE – X COMMON RESTRICTION

- 10.1. Both the parties shall have the right of the roof as common of the said building in need or in occasion and they agreed to abide by all laws, bye-laws, rules and regulations of the Govt. or local bodies. The Developer shall execute the Deed of Conveyance or Conveyances in

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favour of the intending purchaser or purchasers of the Developer's Allocation of the building on behalf of the Owner on the strength of the Registered Power of Attorney for Development in favour of the Developer.

- 10.2. The respective parties allottees shall keep their respective allocations in the building in good working condition as and repair and in particular so as not to cause any damage to the building or any other places or accommodation therein and shall keep the other or them and/or the occupiers of the building indemnified from and against the consequence of any breach.*
- 10.3. Neither party shall use or permit to be used the respect allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose which may cause any pollution nuisance or hazards to the other occupiers of the building.*
- 10.4. No goods or other items shall be left or keep by either party for display or otherwise in the corridors or at other places of common use and enjoyment in the building and no hindrances shall be cause in any manner in the movement or users in the corridors and other places of common use and enjoyment in the building.*
- 10.5. Neither party/parties shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about*

the building or in the compounds corridors or any other portion or portions of the building.

ARTICLE -XI, ARBITRATION

11.1. In case of any dispute or question arising between the parties hereof with regard to this agreement and/or work relating thereto the same shall be referred to joint Arbitrator, nominated by the parties hereof as per provisions of Arbitration & Cancellation Act, 1996 or any other statutory modification and/or enactment under the such award shall be binding upon the parties.

ARTICLE-XII JURISDICTION

Courts at Alipore, District South 24-Parganas or Calcutta High Court shall have the Jurisdiction to entertain all disputes and actions between the party/parties herein.

SCHEDULE 'A' REFERRED TO ABOVE

(Description of the total/entire property)

ALL THAT piece and parcel of Bastu land measuring more or less 02(Two) Cottaks 06(Six) Chittaks 43(Forty Three) sq.fts. together with one storied building measuring more or less 861 Sq.fts. standing thereon, having its cemented flooring which is situated and lying at Mouza - Chakmasur, J.L. No. 30, comprised in C.S.Dag No. 53 under C.S.Khatian No. 1 corresponding to R.S. Khatian No. 34 under R.S.Dag No. 62, Touzi No. 151, R.S.No. 21½, Sub-Registration Office at Alipore, Police Station - previously Jadavpur now Patuli, Pargana - Khashpur, District South 24-Parganas, within the

Bigan Kumar Ghosh

jurisdiction of the Kolkata Municipal Corporation, Ward No. 101, being K.M.C. known as Premises No. 170, Baghajatin Place, Assessee No. 31-101-10-0170-5 corresponding to postal/mailling address is 77, Biplabi Ullaskar Dutta Road, P.O. – Baghajatin, Kolkata – 700 086, which is butted and bounded by: -

ON THE NORTH : Plot of Sri Ranjan Ghosh.

ON THE SOUTH : Property of Smt. Sonamoni Deb Roy.

ON THE EAST : 12'fts. wide K.M.C. Road.

ON THE WEST : Property of Sri Haripada Dasgupta.

SCHEDULE 'B' REFERRED TO ABOVE

(Allocation portion of the Owner)

ALL THAT piece and parcel of the Owner shall entitle to get –

- a. The Owner herein namely **SRI BIJAN KUMAR GHOSH** shall be entitled to get 50% share of flat area on the entire Second floor(North-East-West side) consisting of 2(Two)Bed Rooms, Dining cum Kitchen, Toilet and Verandah, 50% share of flat area on the entire third i.e. top floor(South-East-West side)consisting of 2(Two)Bed Rooms, Dining cum Kitchen, Toilet and Verandah and 75% share of open car parking area and other purpose on the entire ground floor North-West & East-West-South side (save and except Developer's Allocation as mentioned in Schedule C) upon the proposed G + III storied building out of total flats and total open car parking spaces upon the proposed G + III storied building as per both parties mutual consent as Owner's Allocation according to sanction plan of the said new/proposed building together

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with undivided proportionate share of land underneath of the proposed building together with all type of common area, rights and facilities provided in the said building which is morefully described in the **Schedule 'D'**.

- b. The said Developer also paid non-refundable/forfeit money of Rs. 2,00,000/- (Rupees Two Lakh) only to the said Owner herein namely **SRI BAJAN KUMAR GHOSH** which is non-refundable amount and which is paid in following manner :-

Before the signing/executing this agreement

For Development has been already paid forfeited amount Rs. 2,00,000=00

- c. That the Developer will pay cost of (more or less 800 Sq.ft./900 Sq.ft.) shifting charges of 3(Three) Bed rooms and Dining accommodation the suitable rental house the accommodation charges will be borne by the Developer till handover the physical possession of Owner's Allocation.
- d. The Owner's Allocated portion morefully described in the **Schedule 'B'** hereunder written, constructed and completed by the Developer together with undivided proportionate share of the land underneath of the proposed/new Building and interest of the common areas & facilities which is morefully described in the **Schedule 'D'**.

SCHEDULE 'C' REFERRED TO ABOVE

(Allocation portion of the Developer)

ALL THAT piece and parcel of the **rest/remaining position (save & except Owners' Allocation) of the G + III storied building** i.e. entire First Floor, 50% share of flat area on the entire Second floor (South-East-West side),

Bigam Kumar
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50% share of flat area on the entire third i.e. top floor(North-East-West side) and 25% share of open car parking area and other purpose on the entire ground floor(North-East corner) upon the proposed G + III storied building out of total flats and total open car parking spaces upon the proposed G + III storied building as per both parties mutual consent as Developer's Allocation according to sanction plan of the said new/proposed building together with undivided proportionate share of land underneath of the proposed building and also the absolute right on the part of the Developer to enter into agreement for sale, transfer or any way of deal with the intending purchaser(s) or party or parties together with all type of common area, common rights and facilities provided in the said building which is morefully described in the **Schedule 'D'**.

The DEVELOPER shall erect the entire proposed Ground plus III storied building at its cost and its supervision and 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.

The Developer's Allocated portion morefully described in the **Schedule 'C'** hereunder written, constructed and completed by the Developer together with undivided proportionate share of the land underneath of the proposed/new Building and interest of the common areas & facilities which is morefully described in the **Schedule 'D'**.

Bijan Kumar
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SCHEDULE 'D' REFERRED TO ABOVE

(Common rights, areas and facilities)

(Common portions and common areas to be used as common by the co-owners of the building)

- 1) Top roof for all purposes, stair case on all floors, stair case, landing, on all floors.
- 2) Common passage from main road to ground floor stair landings except other garage area.
- 3) Water Line, Water, Water pump, Electric Motor or water tank and other plumbing installation and pump room and underground & overhead water reservoirs, septic tank facilities which was provided by the Developer in the said building.
- 4) Roof of the building for all purpose as common with other occupiers and mummy room & roof.
- 5) Stair Light & fittings.
- 6) Electric wiring, electricity main line and its wiring, motors, electrical fittings & electric meter room/space.
- 7) Telephone points and box at the ground floor and other common area.
- 8) Boundary walls and main gate & entrance and parapet wall on the roof.
- 9) Drainage and sewerage lines of the building.
- 10) Common toilet at ground floor with un-divided space to enter in the toilet optional use for flat owners.

Bigyan Kumar
Bhushan

- 11) Lift facility(4 persons capacity).
- 12) Others facility/facilities with other co-owner/co-owners, if provided by the Developer.
- 13) Such other fittings, equipment's and fixtures, common parts, installations and open and/or vacant land and/or spaces of the said building which are being used commonly either for the common purpose or needed for using the individual facilities/amenities.
- 14) No car parking area of owner/owners/Developer or commercial or semi-commercial space of Developer/Owner/owners of the ground floor shall have any roof right in respect of any part of the building roof.

SCHEDULE 'E' REFERRED TO ABOVE

(Common expenses)

- (A) All electricity charges payable in common for the common portion of the building.
- (B) Municipal and all other taxes whatsoever levied on the building and other outgoing whatsoever.
- (C) All costs of maintenance of common portion and common area.

SCHEDULE 'F' REFERRED TO ABOVE

(Cost of maintenance of common services & facilities)

- (1) **MAINTENANCE** : All proportionate expenses for maintaining by way of white washing, painting, repairing, repainting, rebuilding,

reconstructing, renovation and replacement in the common areas and common installations of the said building.

- (2) **OPERATIONAL** : All proportionate expenses for running and operating all sorts of machineries, equipments and other common installations including its costs of repairing and replacing.
- (3) **STAFF** : The salaries and all other expenses on account of staff employed or to be employed for the common purpose including bonus and other emoluments payable to such staff, workmen and employees and/or laborers.
- (4) **DEPOSITS** : Expenses and deposits for supplies of common utilities to the co-owners.
- (5) **ASSOCIATION** : Establishment and all other expenses of the association including its formation, office establishment and miscellaneous expenses.
- (6) **INSURANCE** : Proportionate share of cost against insuring the said building and/or the common areas and installations thereon.
- (7) **RESERVOIR** : Creation of fund for the purpose of replacement, renovation and/or similar other purposes.
- (8) **OTHERS** : All other expenses and/or outgoings including legal expenses as may be incurred by the Vendors and/or the Association for common purposes. All owners/intending purchaser/purchasers shall pay proportionate common expenses and maintenance charges as well as all taxes.

Thumb 1st finger middle finger ring finger small finger



Bijan Kumar Ghosh

left hand					
right hand					

Name : SRI BIJAN KUMAR GHOSH

Signature Bijan Kumar Ghosh

Thumb 1st finger middle finger ring finger small finger



Deepak Saha

left hand					
right hand					

Name : SRI DEEPAK SAHA

Signature Deepak Saha

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective signature and seal on this day, month and year first above written.

**SIGNED, SEALED & DELIVERED
BY THE ABOVE NAMED PARTIES
IN THE PRESENCE OF :**

WITNESSES :-

(1) Debarish Bagchi
2/8, Vidyasagar
P.O. - Baghoyatin
Kolkata - 700086

Bijan Kumar Ghosh

Signature of the
First party/Owner

(2) Shyamalesh Ghosh
wife of Bijan Kumar Ghosh
77, B.K.K. Dutt Rd.
Bachchanpuri Kolkata - 86
P.S. - Patuli

Deepak Saha

Signature of the
Second party/Developer

Drafted & prepared by me under
instruction of the Parties as per
Particulars and information furnished
by the Parties and read over
& explained in Bengali.



PALTU DAS, Advocate
Alipore Police Court,
Kolkata - 700 027.
Enrolment No. WB-1834/95.

Computer prints by

Debarish Bagchi

in the chamber of
PALTU DAS, Advocate
of C/9/4, Rabindra Pally,
Kolkata - 700 086.

SCHEDULE 'G' REFERRED TO ABOVE

SCHEDULE OF WORK
All civil work as per I.S.I. standard

Main structure : R.C.C. with 1:2:4 cement concrete (16mm, 12mm rod for column).

Brick work : a) all external wall be 8/5 thick with 1:5 cement mortar except where it is not necessary.

b) 5" thick brick work will be with 1:6 cement mortar.

c) All 3" thick brick work will be 1:5 cement mortar with wire re-enforcement in every 3" brick layer.

Plaster : All walls shall be plastered with 1:5 cement mortar except ceiling with 1:4 cement mortar.

Flooring : All flooring shall finished with marble alongwith toilet & kitchen will be finished by marble.

Paris: Plaster of Paris at all walls including ceilings.

Doors : Frame of high quality sal wood. Leaf of 1st class flush type door and necessary accessories with eye hole.

Toilet : Glaze tiles upto 6' in common toilet, pink marble flooring, two water tap, one shower, one white basin, one white commode pan and one exhaust fan point.

W.C. : Glaze tiles upto 4'-0" in W.C., pink marble flooring, one water tap and white commode pan with Exhaust fan point.

Loft : shall be provided by the Developer.

Box Windows : As per sanction by the K.M.C.

C.B. : As per sanction by the K.M.C.

Kitchen : Black stone cooking platform and workself upto 6' length and white tiles upto 2'-6" height and marble flooring, one water tap, one steel/port ceiling sink and one exhaust fan point and one washing tap line in the kitchen.

Electrical: Concealed wiring with 6mm and 9mm. copper wires, two light point, one fan and one plug point each in all bed room, two light point, one fan and one plug point in drawing-cum-dining room and one light point in Kitchen, toilet, W.C. and verandah, with entrance door bell point, one number power point (15 Amp.) in drawing-dinning and kitchen and any other power point as require according to room area. Expenses for electric line for entire building shall be borne by the Developer and The Developer shall bear the installation cost of main meter/common meter. Expenses for separate meter connection shall be borne by the other flat owners. One A.C. point & One Geyser point.

Water : PVC pipes with standard fittings in kitchen and toilet, ground water will be supplied by K.M.C. water and distributed through overhead reservoir from underground reservoir.

Windows : Aluminum sliding with iron fencing $\frac{1}{2}$ inch. Sq. bar Steel fitted with glass and necessary accessories, with primer cote compound with gates to be provided. All wall surface (Inside) will be finished by plaster of Paris. Cement paint in out surface of wall.

Roof : Net Cement with roof treatment.

Lift : for all floor.

Outside Building : weather coat proof paint with color.

Roof parapet unto 3' hight with 5" brick wall finish.

N.B. : All other works beyond work schedule will be treated as extra work.

IN WITNESS WHEREOF the parties hereunto set and subscribe there hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of Witnesses :-

- (1) Debarish Bagchi
2/8, Vidyasagar
P.O. - Baghajatin,
Kolkata - 700086

Bijan Kumar Ghosh

Signature of the
First party/Owner

- (2) Shyamaly Ghosh
wife of Bijan Kumar Ghosh
77, B. N. Datta Rd.
Baghajatin P. S. - Patuli
Kolkata - 86

LOKENATH ENTERPRISE

Deepak Saha
Proprietor

Signature of the
Second party/Developer

MEMO OF CONSIDERATION

RECEIVED the sum of RS. 2,00,000=00 (Rupees Two Lakhs) only from the developer by cheque in full & final as a non-refundable money against within mentioned property in the following:

<u>Date</u>	<u>Particulars</u>	<u>Cheque No.</u>	<u>Bank & Br.</u>	<u>Amount</u>
29.11.2015	by Cheque	846667	United Bank of India, Gardia Br. Kolkata - 700084	Rs. 1,00,000.00
29.11.2015	by Cheque	846668	- do -	Rs. 1,00,000.00

Total ... RS. 2,00,000=00

(Rupees Two Lakh) only.

WITNESSES:

- (1) Debasish Borghi
2/8, Vidyasagar,
P.O. - Baghoyatni,
Kolkata - 700086.

Bijan Kumar Ghosh

Signature of the First party/Owner

- (2) Shyamaly Ghosh
wife of Bijan Kr. Ghosh
77, B. U. K. Dutta Rd
Baghoyatni. P.S. Vidyasagar
Kolkata - 86.

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

व्यक्तिगत लेखा संख्या कार्ड
Permanent Account Number Card

ADEPG2992C

नाम / Name
BIJAN KUMAR GHOSH

पिता का नाम / Father's Name
GOPAL KRISHNA GHOSH

जन्म की तिथि / Date of Birth
05/07/1953

हस्ताक्षर / Signature

08/12/2019

Bijan Kumar Ghosh



भारत सरकार
GOVERNMENT OF INDIA



Bijan Kumar Ghosh

DOB: 05/07/1953

MALE



7240 6709 8795

मेरा आधaar, मेरी पहचान
MERA AADHAAR, MERI PEHCHAN

Bijan Kumar Ghosh



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address

S/O Gopal Krishna Ghosh, 77, Biplabi
Ullaskar Dutta Road, Baghajatin, Kolkata,
West Bengal - 700086

7240 67 19 8795



1547
1800 303 1547

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1547,
Bengaluru-560 001



Deepak Saha



भारत सरकार
GOVERNMENT OF INDIA



नाम: Deepin Saha
पिता: रमेश कुमार साह
Name: Deep Kumar Saha
जन्म तिथि: 18/01/1974
पेशा: Male



9877 1432 3386

साधारण मानचित्र अधिकार



भारतीय विशिष्ट पहिचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठेका:
86, बिरला इलास्कार दूता रोड,
बागहाजतीन, बंगाल, कोलकाता,
पश्चिम बंगाल, 700086

Address:
86, BIRLABI ULLASKAR
DUTTA ROAD,
BAGHAJATIN, Baghajatin
S.O, Baghajatin, Kolkata,
West Bengal, 700086



112
24x7



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No. 1342
Kolkata-700 001

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
GRIPS eChallan

GRN Details

GRN:	192021220051182931	Payment Mode:	Online Payment
GRN Date:	13/08/2021 12:00:55	Bank/Gateway:	State Bank of India
BRN :	CKR1372423	BRN Date:	13/08/2021 12:08:04
Payment Status:	Successful	Payment Ref. No:	2001430801/1/2021
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	DEEPAK SAHA
Address:	86/4,BIPLABI ULLASKAR DUTTA RD PIN 700086
Mobile:	8582875980
Depositor Status:	Others
Query No:	2001430801
Applicant's Name:	Mr DEBASISH BAGCHI
Identification No:	2001430801/1/2021
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001430801/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	2001430801/1/2021	Property Registration- Registration Fees	0030-03-104-001-16	2021
Total				11942

IN WORDS: ELEVEN THOUSAND NINE HUNDRED FORTY TWO ONLY.

Major Information of the Deed

No.:	I-1602-06211/2021	Date of Registration	13/08/2021
Year No / Year	1602-2001430801/2021	Office where deed is registered	
Entry Date	09/08/2021 3:55:05 PM	1602-2001430801/2021	
Applicant Name, Address Other Details	DEBASISH BAGCHI ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8582875980, Status : Solicitor firm		
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 : 2,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 89,07,925/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 2,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Patuli, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Baghajatin Place, , Premises No: 170, , Ward No: 101 Pin Code : 700086

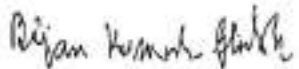
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	2 Katha 6 Chatak 43 Sq Ft	1/-	83,26,750/-	Width of Approach Road: 15 Ft.,
Grand Total :				4.0173Dec	1 /-	83,26,750 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	861 Sq Ft.	1/-	5,81,175/-	Structure Type: Structure
Gr. Floor, Area of floor : 861 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		861 sq ft	1 /-	5,81,175 /-	

Lord Details :

Name,Address,Photo,Finger print and Signature

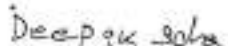
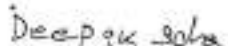
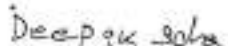
Name	Photo	Finger Print	Signature
Shri BIJAN KUMAR GHOSH (Presentant) Son of Late GOPAL KRISHNA GHOSH Executed by: Self, Date of Execution: 13/08/2021 , Admitted by: Self, Date of Admission: 13/08/2021 ,Place : Office			
	13/08/2021	LTI 13/08/2021	13/08/2021

77, BIPLABI ULLASKAR DUTTA ROAD, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: ADxxxxxx2C, Aadhaar No: 72xxxxxxxx8795, Status :Individual, Executed by: Self, Date of Execution: 13/08/2021
 , Admitted by: Self, Date of Admission: 13/08/2021 ,Place : Office

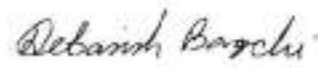
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	LOKNATH ENTERPRISE 86/4, BIPLABI ULLASKAR DUTTA ROAD, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086 , PAN No.: AWxxxxxx8F, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri DEEPAK SAHA Son of Late DILIP KUMAR SAHA Date of Execution - 13/08/2021, , Admitted by: Self, Date of Admission: 13/08/2021, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td></td> <td>Aug 13 2021 2:25PM</td> <td>LTI 13/08/2021</td> <td>13/08/2021</td> </tr> </tbody> </table> 86/4, BIPLABI ULLASKAR DUTTA ROAD, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AWxxxxxx8F, Aadhaar No: 98xxxxxxxx3386 Status : Representative, Representative of : LOKNATH ENTERPRISE (as PROPRIETOR)	Name	Photo	Finger Print	Signature	Shri DEEPAK SAHA Son of Late DILIP KUMAR SAHA Date of Execution - 13/08/2021, , Admitted by: Self, Date of Admission: 13/08/2021, Place of Admission of Execution: Office					Aug 13 2021 2:25PM	LTI 13/08/2021	13/08/2021
Name	Photo	Finger Print	Signature										
Shri DEEPAK SAHA Son of Late DILIP KUMAR SAHA Date of Execution - 13/08/2021, , Admitted by: Self, Date of Admission: 13/08/2021, Place of Admission of Execution: Office													
	Aug 13 2021 2:25PM	LTI 13/08/2021	13/08/2021										

Details :

	Photo	Finger Print	Signature
DEBASISH BAGCHI Son of Late AJAY BAGCHI VIDYASAGAR, City:-, P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700066			
	13/08/2021	13/08/2021	13/08/2021
Identifier Of Shri BIJAN KUMAR GHOSH, Shri DEEPAK SAHA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri BIJAN KUMAR GHOSH	LOKNATH ENTERPRISE-4.01729 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri BIJAN KUMAR GHOSH	LOKNATH ENTERPRISE-861.00000000 Sq Ft

2021

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

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

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

Presented for registration at 13:24 hrs on 13-08-2021, at the Office of the D.S.R. - I SOUTH 24-PARGANAS by Shri BIJAN KUMAR GHOSH, Executant.

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 89,07,925/-

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

Execution is admitted on 13/08/2021 by Shri BIJAN KUMAR GHOSH, Son of Late GOPAL KRISHNA GHOSH, 77, BIPLABI ULLASKAR DUTTA ROAD, P.O: BAGHAJATIN, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by Profession Retired Person

Identified by Mr DEBASISH BAGCHI, , Son of Late AJOY BAGCHI, 2/8, VIDYASAGAR, P.O: BAGHAJATIN, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by profession Service

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

Execution is admitted on 13-08-2021 by Shri DEEPAK SAHA, PROPRIETOR, LOKNATH ENTERPRISE (Sole Proprietorship), 86/4, BIPLABI ULLASKAR DUTTA ROAD, City:- , P.O:- BAGHAJATIN, P.S:-Patuli, District:-South 24-Parganas, West Bengal, India, PIN:- 700086

Identified by Mr DEBASISH BAGCHI, , Son of Late AJOY BAGCHI, 2/8, VIDYASAGAR, P.O: BAGHAJATIN, Thana: Patuli, , South 24-Parganas, WEST BENGAL, India, PIN - 700086, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,053/- (B = Rs 2,000/- , E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 2,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 13/08/2021 12:02PM with Govt. Ref. No: 192021220051182931 on 13-08-2021, Amount Rs: 2,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKR1372423 on 13-08-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 261116, Amount: Rs.100/-, Date of Purchase: 18/02/2021, Vendor name: T K Purakayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 13/08/2021 12:02PM with Govt. Ref. No: 192021220051182931 on 13-08-2021, Amount Rs: 9,921/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKR1372423 on 13-08-2021, Head of Account 0030-02-103-003-02



Samar Kumar Pramanick
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - I SOUTH 24-PARGANAS
South 24-Parganas, West Bengal



Samar Kumar Pramanick

Digitally signed by Samar kumar
pramanick
Date: 2021.08.27 13:28:04 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2021/08/27 01:28:04 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II SOUTH 24-PARGANAS
West Bengal.



(This document is digitally signed.)