10127 2-15/21/2034 INDIA NON JUDICIAL পশ্চিম্বভগ पश्चिम बंगाल WEST BENGAL AC 888248 Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document. Add. District Sub-Robistrar

Sehala, South 26 Parganes

- 3 DEC 2021

AGREEMENT FOR DEVELOPMENT WITH GENERAL POWER OF ATTORNEY

THIS AGREEMENT FOR DEVELOPMENT POWER OF ATTORNEY made this the .O. day of December, 2021 (Two Thousand Twenty-One)

BETWEEN

SRI DEBABRATA BISWAS, son of Late Madhu Nath Biswas, by Nationality Indian, by faith Hindu, by Occupation Retired Person,

Page 1 of 38

Major Information of the Deed

Quer No / Year	I-1607-15121/2021 1607-2002492951/2021	Date of Registration 03/12/2021		
Query Date Applicant Name, Address	30/11/2021 9:10:07 PM	Office where deed is registered 1607-2002492951/2021		
& Other Details	NILADRE SEKHAR TALUKDAR Alipore Judges Court, Thans: Alip -700027, Mobile No : 906209868			
[0139] Sale, Development Power of Attorney Set Forth value		[4002] Power of Attorney, General Power of Attorney [Rs : 2/-], [4305] Other than Immovable Property, Declaration [No of Declaration]		
tampduty Pald(SD)	STATE OF THE PARTY	Rs. 75,60,000/-		
s. 10,070/- (Article:48(g))		Registration Fee Paid		
emarks	Received Rs. 50/- (FIFTY only) to	Rs. 28/- (Article.E. E. E) rom the applicant for issuing the assement slip.(Urban		

Land Details :

District: South 24-Parganas, P.S.- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Becharam Chatteries Road, Road Zone: (Rest (Ward 130) --) ., Premises No. 0164, . Ward No. 130 Jt No. 2, Touzi No. 346 Pin.

No Number	Number	Proposed ROR	CHOR OF LUNG	SetForth	- MALTITUDA	
		Sastu	4 Katha 2	Value (in Rs.)	Volume (In Rts.)	Other Details
			Chatak	2/-	59,40,000/-	Width of Approac
Grand T	otal -					Road: 21 FL, Adjacent to Metal
tructure Details	The second second		6.8063Dec	2/-	59,40,000 /-	Pload,

Sch Structure	A STATE OF THE STA			39,40,000 /-
No Details	Area of Structure	Setforth Value (In Rs.)	Market value	Other Date :
S1 On Land L1	2400 Sq Ft.	2/-	for trail	Other Datails
Gr. Floor, Area of t	loor : 1200 Sn Ex	Description	16,20,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 1200 Sq Ft. Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type. Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 1200 Sq.Ft. Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof

-100		Destruction of	
Total:	2400 sq ft	141	
		21-	16,20,000 /-

Principal Details:

1.	Name	Prioto -	Finger Print	Sincature
	Mr Debabrata Biswas Son of Late Madhu Nath Biswas Executed by: Self, Date of Execution: 03/12/2021 , Admitted by: Self, Date of Admission: 03/12/2021 ,Place : Office			Sina.
		83Y02001	63/52/2017 E3/52/2017	E0/09621

91/A, Becharam Chatterjee Road, City:-, P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: 85xxxxxxx8C, Aadhaar No: 58xxxxxxxx8322, Status: Individual, Executed by: Self, Date of Execution: 03/12/2021

, Admitted by: Self, Date of Admission: 03/12/2021 ,Place: Office

Attorney Details :

SI No	Name, Address, Photo, Finger print and Signature
	R P CONSTRUCTION 38/F, K. K. Roy Chowdhury Road, City: P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008; PAN No.:: AAxonoxx1R, Aadhaar No Not Provided by UIDAI, Status: Organization,

Representative Details:

Name	Photo	Finger Print	Signature
Mr Amit Patra (Presentant) Son of Late Panna Lal Patra Date of Execution - 03/12/2021, Admitted by: Self, Date of Admission: 03/12/2021, Place of Admission of Execution: Office			Que-
70.0 DL F	Dec 3 2021 11/27AM	£10 03122621	63/3/02/1
/6/2, Dhalipara Road, City:- , India, PIN:- 700060, Ser. Mel.	P.O:- Behala, P.	D. Plakat. Fri	-South 24-Parganas, West Bengal, usiness, Citizen of India, PAN No.

2 Name	Photo	Finger Print	Signature
Mr Barun Roy Chowdhury Son of Late Broja Behari Roychowdhury Date of Execution - 03/12/2021, Admitted by: Self, Date of Admission: 03/12/2021, Place of Admission of Execution: Office			Barn Englandly
20/5 V V D- 01 - 11 - 15	Dec 9 2021 11:51AM	50/13/0921	83/30921

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Niladre Sekhar Talukdar Son of Leie S.K. Talukdar 10/2, MOTILAL GUPTA ROAD, City - P.O.: Barisha, P.SThakurpukur, District- South 24-Pargarias, West Bengal, India, PtN 700008			Wilson Eddar Tuluklar
dentifier Of Mr Debabrata Biswas, Mr	03/12/2021	03/12/2021	03/12/2021

On 02-12-2021

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 Ra

chon

Sandip Biswas ADDITIONAL DISTRICT SUB-REGISTRAR. OFFICE OF THE A.D.S.R. BEHALA

South 24-Parganas, West Bengal

On 03-12-2021

Certificate of Admissibility(Rule 43, W.S. Registration Rules 1982)

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

Presentation(Under Section 52 & Rule 22A(3) 45(1), W.B. Registration Rules, 1962)

Presented for registration at 11:25 hrs on 03-12-2021, at the Office of the A.D.S.R. BEHALA by Mr. Amit Patra ...

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

Execution is admitted on 03/12/2021 by Mr Debabrata Biswas, Son of Late Madhu Nath Biswas, 91/A, Road: Bechwam Chafterjee Road, , P.O. Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034,

Indetified by Mr Niladre Sekhar Talukdar, . . Son of Late S K Talukdar, 10/2, MOTILAL GUPTA ROAD, P.O. Barisha, Thana: Thakurpukur, . South 24-Parganas, WEST BENGAL, India, PIN - 700008. by caste Hindu, by profession

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

Execution is admitted on 03-12-2021 by Mr Amit Patra, Partner, R P CONSTRUCTION (Partnership Firm), 38/F, K, K. Roy Chowdhury Road, City:-, P.O.- Barisha, P.S. Thekurpukur, District-South 24-Parganas, West Bengal, India, P.N.

Indetified by Mr Niladre Sekhar Talukder, ... Son of Late S K Talukder, 10/2, MOTILAL GUPTA ROAD, P.O. Barisha. Thana: Thukurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008. by caste Hindu, by profession

Execution is admitted on 03-12-2021 by Mr Barun Roy Chowdhury, Parlner, R P CONSTRUCTION (Partnership Firm). 38/F, K. K. Roy Chowdhury Road, City:-, P.O:- Barisha, P.S.-Thakurpukur, District, South 24-Parganas, West Bengal,

Indetified by Mr Niladre Sekhar Talukdar, . . , Son of Late S K Talukdar, 10/2, MOTILAL GUPTA ROAD, P.O. Barisha. Thana: Thakurpukur, South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 28/- (E = Rs 28/-) and Registration Fees

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2021 11:23PM with Govt. Ref. No: 192021220126864341 on 02-12-2021, Amount Rs. 26/-, Bank State Bank of India (SBIN0000001), Ref. No. IK0BKEPGB8 on 02-12-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,070/- and Stamp Duty paid by Stamp Rs 50/-, by Description of Stamp

- Stamp: Type: Impressed, Serial no 35090, Amount: Rs.50/-, Date of Purchase: 28/10/2021, Vendor name: SUBHANKAR DAS
- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2021 11:23PM with Govt. Ref. No: 192021220126864341 on 02-12-2021, Amount Rs: 10,020/-, Banic State Bank of India (SBIN0000001), Raf. No. IK0BKEPGB8 on 02-12-2021, Head of Account 0030-02-103-003-

don

Sandip Biswas ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BEHALA South 24-Parganas, West Bengai

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1607-2021, Page from 557889 to 557946 being No 160715121 for the year 2021.



doni

Digitally signed by SANDIP BISWAS Date: 2021.12.10 15:07:14 +05:30 Reason: Digital Signing of Deed.

(Sandip Biswas) 2021/12/10 03:07:14 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BEHALA Nest Bengal.

(This document is digitally signed.)

resident of 91/A, Becharam Chatterjee Road, Post Office Behala, Police Station Behala now Parnasree, Kolkata - 700034, District - South 24 Parganas hereinafter called and referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives and assigns) of the FIRST PART. (PAN BSLPB 6508 C)

AND

1) SRI AMIT PATRA, son of Late Panna Lal Patra, (PAN AJPPP 9718 A) by faith - Hindu, by occupation - Business, by Nationality Indian resident of 76/2, Dhalipara Road, Post Office Parnasree, P.S. Behala now Parnasree, Kolkata - 700060, District South 24 Parganas and 2) SRI BARUN ROY CHOWDHURY, son of Late Broja Behari Roy Chowdhury, (PAN ACZPR 7223 F) by faith - Hindu, by occupation - Business, by Nationality Indian resident of 38/F, K. K. Roy Chowdhury Road, Post Office Barisha, Police Station Thakurpukur new Haridevpur, Kolkata - 700008. District South 24 Parganas, the partners of the Construction firm M/S. R. P.CONSTRUCTION, (PAN AASFR 6731 R) having its office at 38/F, K. K. Roy Chowdhury Road, Post Office Barisha, Police Station Thakurpukur now Haridevpur, Kolkata - 700008, District South 24 Parganas hereinafter jointly called and referred to as the "DEVELOPER" (which term and expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs and successors, authorized signatories, executors, administrators, legal representatives and assigns of the above named parties) of the SECOND PART:

WHEREAS one Paresh Nath Biswas son of Late Naba Kumar Biswas of 91, Becharam Chatterjee Road the then Calcutta -700034, District - 24 Parganas attained exclusive right, title and interest and achieved sole and absolute owner of huge properties of different characteristics including the immovable properties of homestead land containing an area of 47sataklying and situated at Mouza - Behala, Pargana - Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, C.S Dag No. 6638/7374 under C.S. Khatian No. 1750, Police Station Behala, in District 24 Parganas on the strength of amicable partition with his other co-sharers.

and whereas the above named person since the date of attainment of sixteen annas right, title and interest over the said property by dint of above stated amicable partition began to seize, possess, use and enjoy the same without any interruption thereon. Subsequently the name of above stated person was incorporated in the record of rights in respect of the said property in the Part Khatian No. 6173 & 6174 during continuance of Revisional settlement introduced by the state of West Bengal.

AND WHEREAS Shyama Charan Barik and Bidhu Boni Barik, the parents of Prativa Sundori Biswas as well as grandparents of Madhu Nath Biswas, lent huge money to above named Paresh Nath Biswas part by part and the said Paresh Nath Biswas borrowed plenty of money from the above stated couple in order to retaliate his debt. Apart from that his another object of borrowing money to erect building in the property exclusively possessed by him.

AND WHEREAS the above named spouses recognizing and / or considering said Paresh Nath Biswas as their most trustworthy person settled him as their "TRUSTEE" as thus the parents of Prativa Sundari Biswas as well as grandparents of Madhu Nath Biswas kept a handsome amount under his custody.

AND WHEREAS Paresh Nath Biswas in order to discharge his legal duties reimbursed proportionate share of amount in favour of Gopi Nath Biswas, Radha Nath Biswas and Prithi Nath Biswas, the three full blood brothers of Madhu Nath Biswas.

AND WHEREAS above named Paresh Nath Biswas being unable and incapable to requite the amount receivable by Madhu Nath Biswas towards his share of in connection with the said loan amount, lent by his maternal grandparents, made up his mind to sell a piece and parcel of his total land in favour of Madhu Nath Biswas considering the value and / or the then market price of the said piece of land for Rs.2,000/- (Rupces two thousand). Actually the above named Paresh Nath Biswas In lieu of repayment of loan amount of Rs.2,000/- (Rupees two thousand) sold, conveyed and transferred a piece of land measuring 4 (four) Cottahs2 (two) Chittaks lying and situated at Mouza - Behala, Pargana - Balia, J.L. No. 2, R.S. No. 83, Touzi No. 346, C.S Dag No. 6638/7374 under C.S. Khatian No. 1750, Police Station Behala, in District 24 Parganas in favour of Madhu Nath Biswas considering the value of the said property worth Rs.2,000/-(Rupees two thousand).

AND WHEREAS in accordance with above stated decision and to effectuate his pondering Paresh Nath Biswas sold, conveyed and transferred a piece and parcel of his misusages containing an area of 4 (four) Cottahs2 (two) Chittaks be the same a little bit more or less in favour of Madhu Nath Biswas by virtue of a Deed of Conveyance against settled consideration amount of Rs.2,000/- (Rupees two thousand) and the said Instrument for Sale was registered at the office of the Joint Sub Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 25, Page 42 to 45, being No.1310 for the year 1962.

AND WHEREAS the Madhu Nath Biswas after attainment of exclusive ownership in respect of the said plot containing an area of 4 (four) Cottahs2 (two) Chittaks by the strength of said sale Deed mutated his name with the office the then South Suburban Municipality now under the jurisdiction of The Kolkata Municipal Corporation and known, marked and Identified being Premises

No. 0164, Becharam Chatterjee Road under Ward No.130, Assessee No. 41-130-02-0491-4, corresponding to postal address 91/A, Becharam Chatterjee Road, Post Office Behala, Police Station Behala now Parnasree, Kolkata - 700034, District South 24 Parganas and since the date of incorporation of his name in the assessment register of ownership of formerly South Suburban Municipality now K.M.C went on paying taxes in respect of the said property to the concern authority time to time.

AND WHEREAS above named Madhu Nath Biswas during possession and enjoyment of the afore stated property securing his absolute ownership thereon died intestate on 09/02/2017 leaving his Two sons namely Debabrata Biswas & Satya Brata Biswas as his heirs. It is pertinent to mention it here that Padma Rani Biswas wife of Madhu Nath Biswas predeceased her husband on 14/11/2016.

AND WHEREAS the above-named sons of Madhu Nath Biswas having inherited the said property by dint of the Succession Act of Hindu Law and began to seize, possess, use and enjoy afore stated property left by their father in joint securing undivided ½ share each of them therein. Thus, each of the said two heirs inherited right, title and interest over the above stated undivided 4 (four) Cottahs 2 (two) Chittaks in the said property, left by their father respectively and began to seize, possess, use and enjoy the same in joint with the status of co-sharers.

AND WHEREAS the above named two full blood brothers thus having acquired exclusive right of ownership over the total property containing an area of 4 (four) Cottahs 2 (two) Chittaks of land togetherwith structure standing thereon lying and situated at Mouza - Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, C.S Khatian No. 1750 under Part of R.S. Khatian No. 6173 and 6174 comprised in C.S and R.S Dag No. 6638/7374, previously District 24 Parganas now 24 Parganas (South), Police Station Behala now

Parnasree, Pargana - Balia, D.S.R.- Alipore and A.D.S.R.- Behala within the limit of the then South Suburban Municipality at present The Kolkata Municipal Corporation, Premises number Premises No. 0164, Becharam Chatterjee Road under Ward No.130, Assessee No. 41-130-02-0491-4, corresponding to postal address 91/A, Becharam Chatterjee Road, Post Office Behala, Police Station Behala now Parnasree, Kolkata - 700034, in the District of South 24 - Parganas and began to seize, possess and enjoy the same securing undivided moiety share each of them in the said property.

AND WHEREAS Satya Brata Biswas during possession and enjoyment of his undivided ½ portion of the said total property securing his right of ownership thereon died intestate on 29/10/2018 as bachelor condition leaving his only brother Debabrata Biswas as his heirs.

AND WHEREAS Debabrata Biswas, the party of the First Part herein during possession and enjoyment of the said total property unanimously made up his mind to develop the said total property, the details of which specifically and elaborately elucidated in the First Schedule written herein below, by virtue of erection of a pucca structural modernized building through a builder on joint venture basis.

AND WHEREAS the Developer / Second Party herein, having learnt about such intention of the Owner / First Party in respect of construction of building in the said and schedule mentioned property, approached with a proposal to allow the developer to make construction of building of joint venture basis in the said and schedule mentioned property of the owner in accordance with the building plan (to be sanctioned by the K.M.C.) expending entire amount form the Developer's fund.

AND WHEREAS the present Owner have agreed with the said proposal of the Developer on certain terms and conditions to effectuate their unanimous settlement in respect of construction of building in the Schedule mentioned property on joint venture basis;

AND WHEREAS the present Owner has declared and represented as under:

- That the present Owner is the sole and absolute owner of the property.
- That the said property is absolutely free from all encumbrances, mortgages, attachments, liens, lispendants or rights of others, whatsoever.
- iii) That the present Owner has not entered into any agreement, agreement for sale of the said property or neither any part thereof nor he has bound himself by any such condition as would laid to a proceeding under Specific Relief Act in relation to the said property.
- iv) That the Owner has good right, indefeasible title and absolute power and authority to transfer his said property and every part thereof.

AND WHEREAS in accordance with the new provisions as well as new rules and regulations in respect of the construction of building the developer and the owner both unanimously agreed and decided to erect Ground Plus Four storied Residential building, the details of which specifically and categorically mentioned in the schedule below, and the said strip of land would be treated as Joint property of Owner and Developer and thus the owner and the developer both parties have jointly, spontaneously and willingly agreed and enter into this agreement for development of the SCHEDULE "A" property on the following terms and conditions.

NOW THIS AGREEMENT/WITNESS and it is agreed by and between the parties as follows:-

ARTICLE - I, DEFINITION

- OWNER shall mean the <u>SRI DEBABRATA BISWAS</u> and his heirs, successor, executor, administrators, legal representatives and assigns deriving title under its.
- DEVELOPER shall mean 1) SRI AMIT PATRA, son of Late Panna Lal Patra, (PAN AJPPP 9718 A) by faith -Hindu, by occupation - Business, by Nationality Indian resident of 76/2, Dhalipara Road, Post Office Parnasree, P.S. Behala now Parnasree, Kolkata - 700060, District South 24 Parganas and 2) SRI BARUN ROY CHOWDHURY, son of Late Broja Behari Roy Chowdhury, (PAN ACZPR 7223 F) by faith - Hindu, by occupation - Business, by Nationality Indian resident of 38/F, K. K. Roy Chowdhury Road, Post Office Barisha, Police Station Thakurpukur now Haridevpur, Kolkata - 700008, District South 24 Parganas, the partners of the Construction firm M/S. R. P. CONSTRUCTION, (PAN AASFR 6731 R) having its office at 38/F, K. K. Roy Chowdhury Road, Post Office Barisha, Police Station Thakurpukur now Haridevpur, Kolkata -700008, District South 24 Parganas.
- THE SAID PROEPRTY Shall mean (SCHEDULE "A" (iii) property) ALL THAT piece or parcel of land measuring more or less 4 (four) Cottahs 2 (two) Chittaks, more or less togetherwith 2400 sq.ft (each floor 1200 Sq.ft) Two storied pucca building standing thereon which lying and situate at Mouza - Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, C.S Khatian No. 1750 under Part of R.S. Khatian No. 6173 and 6174 comprised in C.S and R.S Dag No. 6638/7374, previously District 24 Parganas now 24 Parganas (South), Police Station Behala now Parnasree, Pargana - Balia, D.S.R.- Alipore and A.D.S.R.- Behala within the limit of the then South Subarban Municipality at present The Kolkata Municipal Corporation, Premises number Premises No. 0164. Becharam Chatterjee Road under Ward No.130, Assessee No. 41-130-02-0491-4, corresponding to postal address 91/A, Becharam Chatterjee Road, Post Office Behala, Police Station Behala now Parnasree, Kolkata -

700034, in the District of South 24 - Parganas more fully described in the first schedule hereunder written on which the new proposed building will be constructed.

- (iv) "Architect" Shall mean such architect or firm of architect's whom the developer/ contractor may, from time to time appoint as architect for the new building.
- (v) "The Building Plan" shall mean the map or plan prepared by the architect of the Owner and mean-while sanctioned the said building plan in respect of the SCHEDULE "A" property by the Kolkata Municipal Corporation.
- (vi) "The New Building" shall mean the multistoried residential building to be constructed in the property by the developer /contractor in pursuance hereof and the land including the building shall be treated as SCHEDULE "A" property as well as joint property of the Owner and the Developer herein.
- (vii) "The Constructional useable area" herein shall mean the habitable and /or salable areas of the entirely of the ground to the fourth floor including the lobbies, staircase, etc. appurtenant thereto but excluding the roof and or any other spaces which may be subsequently available in the ground floor of the SCHEDULE property.
- (viii) "Owner's allocation" means entire 1st and 4th floor of the proposed building togetherwith Two Car parking spaces in the Ground Floor and/or 50% of the sanction car parking space of the building and the said allocation clearly mentioned in the SCHEDULE "B" property and Developer also pay to the Owner Rs.4,00,000/- (Rupees Four Lakh) before start of Constructional work in two installments and the said refundable or adjustable money will be adjusted with the allocation of the Owner before taking possession of the flats and car parking spaces.

The above allocation including undivided proportionate share of right, title and interest of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises

more fully and particularly set out in the SCHEDULE "D" hereunder written, along with the Owner absolute right to sell, transfer, lease, let our or self-use or in any manner deal with the same as the absolute owner thereof. The Owner's allocation shall be provided with fixture fittings and amenities as set out in the "E" Schedule hereinafter stated.

Except the above, the Owner shall not claim or demand any area in the building to be constructed in the said premises or shall not demand any further amount for the sale of flat/s, and other spaces in the Developer's allocation of the building to be constructed at the said premises.

In case any person/persons claims or claims interest over the SCHEDULE "A" property and if it is detected from the papers tenders by the said person/persons that the said SCHEDULE "A" property has encumbered with him or them in that event the owner shall be liable to deal the matter with his sole responsibility to make the said property unencumbered apart from making payment of money at a time to the Developer towards compensation properly for loss and damage sustain by the Developer in that regard.

- "Developer's allocation" means as follows: That the developer herein has been allotted rest of the construction area i.e. balance of the total construction area (2nd & 3nd floor and balance car parking space in the Ground Floor) in the building towards developers' allocation which is specifically mentioned in the SCHEDULE "C" i.e. all the remaining portions except the owners' allocation in respect of the said property.
- (x) "COMMON EXPENSES" shall mean and include all expenses to be incurred by the unit owner of the proposed building for the management and maintenance of the building and the property after completion of the building.
- (xi) "COMMON PORTION, FACILITIES & AMENITIES" shall mean all the common areas and installations comprised in

the proposed building and the property, after its development, including, staircase, roof, lobbies, passages, pathways, boundary walls, service areas including motor pump room, electric meter space, underground reservoir, overhead tanks, sewerage system etc. and other facilities.

- (xii) "SALEABLE SPACE" shall mean the space in the proposed building available for independent use and occupation and proportionate undivided rights of user of the common areas and the space required therefore.
- (xiii) *PROJECT* shall mean the work of development undertaken to be done by the developer/contractor in pursuance hereof, till the development of the property to be completed and possession of the completed units is taken over by the unit owners.
- (xiv) "PROPORTIONATE SHARE" with all its cognate variations shall mean such ratio which the covered area of any unit shall be in relation to the covered area of all the units in the proposed building.
- (xv) "UNIT" shall mean residential flats and other covered spaces in the proposed building, which is capable of being exclusively owned, used and /or enjoyed by all owners and those are not within the common portions of SCHEDULE property.
- (xvi) "Unit Owner's" shall mean any person who lawfully acquires and /or attains lawful ownership of any unit in the proposed building and shall include the Developer /contractor and /or his nominee or nominees, for the Units held by them from time to time.
- (xvii) "Period for construction of the building that" the building shall be completed within 24 (Twenty-four) months from the date of sanction of the building plan for the SCHEDULE "A" property by K.M.C but the proposed building plan shall

be submitted before K.M.C for sanction within TWELVE MONTH from the date of ratification of this agreement.

- (xviii) "Association" shall mean the association to be formed by the Unit Owners for the purpose of maintenance of the new building and the property and for collecting and defraying the common expenses provided that until such association is formed, the developer/ contractor would be entitled to manage and /or maintain the new building and property to collect the common expenses.
- (xix) "SPECIFICATION" shall mean the specifications for constructing the new building as stated in the SCHEDULE "F" hereto.
- (xx) "THE TITTLE DEED" shall mean deed of conveyance and all Deeds and documents in respect of the said property.
- (xxi) "ADVOCATE" shall mean the Advocate and Legal Practitioner appointed by the Developer/contractor who will do all legal works pertaining to this project including Registration of all Deeds and Documents which will be required in this project.

THE OWNER HAVE REPRESENTED TO THE DEVELOPER / CONTRACTOR AS FOLLOWS:-

- (i) That the owner is absolutely seized and possessed of and /or otherwise well and sufficiently entitled to the said property mentioned herein above. That the right title and interest of the owner in the said property mentioned hereinabove are free from all encumbrances and the owner has a marketable title to the same.
- (ii) That the entirety of the said property mentioned hereinabove is in actual and physical possession of the owner.
- (iii) That the owner has not received any notice for acquisition or requisition of the said property mentioned hereinabove or

any part or portion thereof under any of laws for the time being in force.

- (iv) Neither the property nor any part thereof has been attached and /or is liable to be attached under any decree or order of any court of law or due to Income Tax, Revenue or any other Public Demand.
- (v) That the owner has not entered into any Agreement for sale, Lease, Development or otherwise for transfer and /or development of the said property mentioned herein or any part or portion thereof in favour of any other person other than the Developer /contractor herein.
- (vi) That the owner is not aware of any impediment affecting the said property mentioned herein whereby he is in any way barred from entering into this agreement.
- (vii) That the owner is fully and sufficiently entitled to deal with, develop and /or dispose of proportionate share of the land of the said property mentioned herein and thus have entered into this Agreement.
- (viii) That the owner shall compensate the developer property in respect of additional expenses and/or towards extra works if afforded by the developer in the owners' allocation.

In addition to this the owner shall; pay appropriate amount in the form of consideration money for use and enjoyment any portion out of the developer's allocation and/or part there of including the portion of developer's allocation enjoyed by the owner shall be decided by the developer and thus the sole discrimination of the developer shall be accepted in respect of the developer's allocation in the building to be erected in the schedule mentioned property.

(ix) That the owner hereby whole heartedly agreed to extend his good hands of co-operation in all respects to facilitate the developer to proceed with the work of construction for erection of building without any interruption.

COMMENCEMENT

- 2.1 This agreement shall be in force from the date of execution of this Agreement and subsequently time may be extended if situation demands on account of unavoidable circumstances and or beyond control by the parties herein.
- 2.2 This agreement shall cease to operate only in the event of complete transfer and registration of all the Developer /Contractor's allocated saleable space in the new proposed building by the Developer /contractor in the manner as provided herein as per terms and condition mentioned in this agreement.

ARTICLE -III

OWNERS' RIGHT & REPRESENTATION

- 3.1 The owners seizes and possess of or otherwise well and sufficiently entitled to the property to utilize the same in accordance with his own volition and to erect building as per above mentioned Developer herein.
- 3.2 The said property is free from all encumbrances and the owner has a marketable title in respect of the property.
- 3.3 There is no bar, legal or otherwise for the owner to obtain the certification of the Income Tax Act 1961 and other consents and permissions if required that may be required in respect of the said property, if required.
- 3.4 That there is no suit or proceedings pending regarding the title in respect of the said property or any part thereof before any Court within the jurisdiction or any court within the territory of India.
- 3.5 The owners shall deliver or hand over all Deeds and all the documents relating to the said property in original which are in possession and control of the owner at the time of execution of these presents to the Developer /Contractor and the owner shall produce all documents in original and all other papers regarding the said property as and when required by the Developer /Contractor and after requirement

- of the Developer all original paper should be handed over /return to the owner as early as possible.
- 3.6 The Owners will cleared all the dues such as Municipal Taxes and BL & LRO Taxes or any such out-standings payable to anybody related to the said property and also mutated their names in the record of rights as well as Kolkata Municipal Corporation.

ARTICLE-IV

DEVELOPER'S /CONTRACTOR'S RIGHT & REPRESENTATION

- 4.1 That the Developer has been authorized and empowered to proceed with the work of construction in the "A" SCHEDULE property of the owner as per plan sanction by the K.M.C.
- 4.2 That the Developer /Contractor shall have full right to execute any agreement for sale, transfer and conveyance of the Developer /Contractor's allocation PROVIDED THAT the Developer /Contractor shall prior to deliver possession of any part out of its allocation deliver possession of the owners' allocation and consideration mentioned hereinabove to the owner.

ARTICLE-V

DEVELOPER'S /CONTRACTOR'S OBLIGATIONS

- 5.1 The Developer / Contractor shall use and /or cause to be used such standard building materials as shall be specified by the licensed building surveyor or registered Architect of the Building PROVIDED HOWEVER proportion and quality of such materials shall confirm to the accepted standard of I.S.I specification.
- 5.2 The building shall be constructed and completed by the developer/ contractor as per specification provided in "E" SCHEDULE hereunder written all flats/units as well as common areas and facilities shall consists of and be provided with materials, fixtures, fittings, and facilities at the cost and responsibility at the Developer/contractor herein. Under no circumstances irrespective of any ground

whatsoever, the developer/contractor shall be entitled to claim or demand any payment of whatsoever nature from the owner in respect of erection, construction and completion of the said building.

- 5.3 The Developer / Contractor shall construct and complete the building under the direction, supervision and control of the competent authority (Civil Engineer) and expert and skilled workmanship shall be engaged for completion of work efficiently.
- 5.4 All costs, charges, fees levies, impositions, statutory payment taxes and expenses of whatever name called for erection, Construction and completion of the said building, its materials fittings and fixtures all respect, including connection of water, sewerage, electricity and other amenities for the building shall paid and borne by the developer/ contractor and Owner have no responsibility and or liability towards payments of any dues, liabilities, costs charges, expenses by whatsoever named called relating to any and /or arising there from in any manner of whatsoever nature. However to avoid any future doubts, it is made clear mat the costs, deposit arid charges for individual and separate Electricity Meter for the respective unit /flat shall be borne by the concerned occupiers/owner and developer shall have no responsibility for the same.
- 5.5 The Developer / Contractor shall be responsible and liable for payment of and /or meeting all cost, charges, fees, levis and expenses of the building materials, all permissions, licenses, quota as and other requirements for erections, construction and completion of the building in totally. under no circumstances the owner shall be responsible or liable for payment of any amount of whatsoever nature or on any part thereof or any other account or for any other acts, deeds obligations and things by whatsoever name called that may be done executed or performed by the developer/contractor. The Developer / Contractor shall as its own costs and expenses, causes to be required for supply of standard building materials so as to ensure the progress of erection, construction and ultimate completion of the

building within the time specified herein. All taxes and Levis on Building materials, fittings, and fixture as per Second schedule hereunder written shall be paid and borne by the developer/contractor.

- 5.6 While dealing with and /or entering into any Agreements and /or dealing with commitments relating to the developer/contractor's allocated portion (as defined herein before) or any part thereof, the developer shall fully comply with, observe, fulfill and perform the requirement under the law and while incorporate and ensure fulfillment and compliance of all restrictive conditions and covenants contained herein, save and provided hereinafter, the owner shall not be responsible or liable for any commitment that may be made by the Developer/Contractor. PROVIDED THAT the Developer/ Contractor shall always keep the owner fully indemnified as against its acts and commitments. Developer shall hand over owner's allocation first and before delivery of any portion of the Developer's allocation.
- 5.7 Notwithstanding anything contained or stated herein, all labors workers, supervisors and other employees or persons by whatever defined employed, engaged, deputed, appointed or required for erection, construction and completion of the building shall be regarded as the Developer/Contractor's employees or workman and the Owner shall have no concern with them and not be responsible or liable for meeting any obligations in any manner whatsoever in that regard.
- 5.8 The Developer / Contractor shall be solely responsible for and make and pay all payments, wages, and dues contributions entitlement contractual and / or statutory obligation and requirements of the workmen, supervisors, workers, labors employees. Architect and others by whatever name called or described, appointed, deputed, or engaged or required or put on site for erection, construction and completion of the said newly proposed building and every part thereof and the owner shall under no circumstances be deemed to be the employer and no responsibility and / or

- hiability will shift upon them and the Developer/Contractor shall keep the owner indemnified from all or any claims, damages, payments costs and consequences suffered or incurred there from.
- 5.9 The owner shall not be answerable or liable for any mode, part or nature of construction or for any material to be used in course of or relating to creation construction and completion of the building or any part thereof. One of the copies of sanctioned plan shall be given to the owner by the developer.
- 5.10 The Developer /Contractor shall be duty bound to complete the owner allocated portion in all respect including permanent domestic water and sewerage, electric connection as well as common areas and facilities and make the same fully habitable for user as per law within the said twenty four months from the date of sanction of the building plan which unless prevented by force majeure reasons without default, save and except for the reasons mentioned hereinabove.

ARTICLE-VI

OWNERS OBLIGATIONS

6.1 To provide the Developer /Contractor with appropriate powers (Registered General Power of Attorney) which may be required in connection with construction, erection, completion of the newly proposed building and to appear for and represent the owner before all concerned authorities and to make sign and execute application, declaration and other relevant papers and documents to appropriate authorities for obtaining all quotas, entitlements, permits, licenses and other allocations of building materials and /or for connections of water, sewerage and electricity or as may be required from time to time and /or otherwise concerning negotiations for transfer of flats /units to the intending purchasers thereof and all cost and expenses in that respect shall be borne by the Developer /Contractor and in that respect the owner hereby appoint namely 1) SRI AMIT

PATRA, son of Late Panna Lai Patra, by faith – Hindu, by occupation – Business, by Nationality Indian resident of 76/2, Dhalipara Road, Post Office Parnasree, P.S. Behala now Parnasree, Kolkata – 700060, District South 24 Parganas and 2) SRI BARUN ROY CHOWDHURY, son of Late Broja Behari Roy Chowdhury, by faith – Hindu, by occupation – Business, by Nationality Indian resident of 38/F, K. K. Roy Chowdhury Road, Post Office Barisha, Police Station Thakurpukur now Haridevpur, Kolkata – 700008, District South 24 Parganas, the partners of the Construction firm M/S. R. P. CONSTRUCTION, having its office at 38/F, K. K. Roy Chowdhury Road, Post Office Barisha, Police Station Thakurpukur now Haridevpur, Kolkata – 700008, District South 24 Parganas.

ARTICLE- VII

- 7.1 The land upon which the said building shall be erected and constructed and appurtenant thereto as the common areas facilities to be provided for and /or at the said building shall always remain common, impartibly, indefeasible and undivided. The Developer/ Contractor shall be entitled to deal with their allocated portion together with the undivided proportionate share of the land as well as common areas and common facilities available in the proposed building.
- 7.2 The format of the draft indenture of conveyance, that may be required to be executed and registered by the owner unto and in favour of the Developer/Contractor and /or it's nominee or nominees in respect of and /or relating to the developer/ contractor's allocated portions and /or any part thereof shall be prepared by the Developer/Contractor, execute Intender of Conveyance (s) unto and in favour of the Developer/Contractor and /or its nominee or nominees as the case may be subject to the terms and conditions provided herein. Provided that such execution and registration of the Indenture of the Conveyance Shall be done after getting possession of the Owner's allocation in the new proposed building after completion thereof.

7.3 Subject to the above restrictions and condition contained herein the Developer / Contractor shall be entitled to enter into any contract or agreement relating to his allocated portions or any part thereof on such terms and conditions and stipulations as it may deem fit and proper in accordance with law and the owner (Registered Attorney Holder) shall execute required Indenture, unto and in favour of the said nominee or nominees of the Developer/ Contractor and cause the same registered in accordance with law and admit such execution registration provided however, all cost, charges and expenses of the required value of stamp duty, registration costs, Advocate fee and expenses incidental thereto shall be paid and borne by the Developer/ Contractor and /or its nominee or nominees, as the case may be.

ARTICLE-VIII

MISCELLANEOUS

- 8.1 This Agreement shall always be treated as an agreement by and between the owner and the Developer.
- 8.2 Simultaneously with the execution of this Agreement the owner shall hand over peaceful and vacant possession of their land in the aforesaid property to the Developer/Contractor and as from the date of delivery of possession of the said land in the property by the owner in favour of the Developer / Contractor, the possession of the said property along with the rights of the Developer/Contractor in respect of the said property by virtue of this presents and /or in pursuance thereof shall not be obstructed or disputed or challenged or disturbed by the owner provided the Developer/Contractor shall carry on with the project in terms of this agreement.
- 8.3 It is understood that from time to time to facilitate the construction of the building by the Developer / Contractor various acts, deeds maters and things not herein specified may be required to be done, executed and performed and for which the Developer / Contractor may require adequate

powers and authorities from the owner and for such matters, the owner shall provide all required power and authorities unto and in favour of the Developer/ Contractor as and when the same is or are required and called upon and to execute, sign all such additional applications and other papers and documents as may be required from time to time in accordance with law provided that those acts, deeds matters and things do not in any way infringe or prejudice the right of the owner and or be contrary to the terms and stipulations contained in these presents or against the spirit thereof.

- 8.4 The Developer shall provide alternative rental accommodations to **SRI DEBABRATA BISWAS** during the time of construction and shall bear all rents/expenses for the temporary rental accommodation till the completion and handing over of possession of the owner's allocation. The rental charges of the temporary accommodation maximum of **Rs.12,000/-** (Rupees Twelve Thousand) per month.
- 8.5 The Developer shall demolish the existing building at their own costs and expenses and shall be entitled to received sale proceed of the goods after demolition of the said building at any price they may think fit and proper and in such case the owners shall have no objection.
- 8.6 It is clarified that all works of development shall be done by the Developer/ Contractor at their own costs and expenses on and from the date of receiving vacant and peaceful possession over the SCHEDULE "A" property and shall be completed the said building within 24 (Twenty-Four) months from the date of receiving sanction building plan from K.M.C.
- 8.7 All municipal taxes and other outgoings in respect of the said property upto the date of handing over possession of the said property to the Developer/ Contractor shall be borne and paid by the owner and thereafter shall be borne by the Developer/ Contractor.
- 8.8 The Developer/contractor will complete the construction of multistoried building to be constructed on the SCHEDULE

"A" property within a period of 24 months from the date of sanction of the building plan for the SCHEDULE "A" property by K.M.C but the proposed building plan shall be submitted before K.M.C for sanction within TWELVE MONTH from the date of ratification of this agreement. The Owner is obliged to make all papers and documents relating to the property regularize for which the Owner will Cooperate the Developer/contractor and shall also give a power or authority by making and executing and Registered General Power of Attorney in favour of the Developer/contractor.

ARTICLE-IX

FORCE MAJEURE

The parties hereto shall not be considered to be liable for any obligation to the extent that the performance of the relative obligations prevented by the existence of the "FORCE MAJURE" which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock Out, labour unrest, and/or any other acts or commission beyond the control of the Developer /Contractor affected thereby and also non-availability of essential materials like cement, steel, etc. and shall be suspended from the obligation during the duration of the "FORCE MAJEURE" PROVIDED THAT in absence of any of the reasons aforesaid, the Developer/ Contractor shall complete the construction of the proposed building within the time agreed upon.

SCHEDULE "A" OF THE PROPERTY AS REFERRED TO ABOVE

ALL THAT piece or parcel of homestead land measuring more or less 4 (four) Cottahs 2 (two) Chittaks, more or less with togetherwith 2400 sq.ft (each floor 1200 Sq.ft) Two storied pucca building standing thereon which lying and situate at Mouza - Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, C.S Khatian No. 1750 under Part of R.S. Khatian No. 6173 and 6174 comprised in C.S and R.S Dag No. 6638/7374, previously District 24 Parganas now 24 Parganas (South), Police Station Behala now Parnasrec, Pargana - Balia, D.S.R.- Alipore and A.D.S.R.- Behala within the

limit of the then South Subarban Municipality at present The Kolkata Municipal Corporation, Premises No. 0164, Becharam Chatterjee Road under Ward No.130, Assessee No. 41-130-02-0491-4, corresponding to postal address 91/A, Becharam Chatterjee Road, Post Office Behala, Police Station Behala now Parnasree, Kolkata - 700034, in the District of South 24 - Parganas and the said property is butted and bounded in the following manner:-

(Zone : Rest of ward no. 130 to)

ON THE NORTH : By 91E, Becharam Chatterjee Road;

ON THE EAST : By 91, Becharam Chatterjee Road;

ON THE SOUTH: By 91/6B, Becharam Chatterjee Road;

ON THE WEST : By 21' (feet) wide Becharam Chatterjee Road.

SCHEDULE "B" PROPERTY (OWNER'S ALLOCATION)

The Developer/contractor shall hand over Owner's allocation maintaining same measurement as specifically mentioned in the sanctioned plan i.e. the measurement of the flat to be delivered to the Owner shall be as followers:-

The Owner's allocation means entire 1st and 4th floor of the proposed building togetherwith Two Car parking spaces in the Ground Floor and/or 50% of the sanction car parking space of the building and Developer also pay to the Owner of Rs.4,00,000/- (Rupees Four Lakh) before start of Constructional work in two installments (1st hand over the possession to the Developer & 2nd after sanction building plan) and the said refundable or adjustable money will be adjusted with the allocation of the Owner before taking possession of the flats and car parking spaces.

The above allocation including undivided proportionate share of right, title and interest of the land comprised in the said building and right to enjoy the common areas, facilities and amenities as available or to be available in the said premises more fully and particularly set out in the SCHEDULE "D" hereunder written, along with the Owner absolute right to sell, transfer, lease, let our or self-use or in any manner deal with the same as the absolute owner thereof. The Owner's allocation shall be provided with fixture fittings and amenities as set out in the Schedule "E" hereinafter stated.

Except the above, the Owner shall not claim or demand any area in the building to be constructed in the said premises or shall not demand any further amount for the sale of flat/s, and other spaces in the Developer's allocation of the building to be constructed at the said premises.

In case any person/persons claims or claims interest over the SCHEDULE "A" property and if it is detected from the papers tenders by the said person/persons that the said SCHEDULE "A" property has encumbered with him or them in that event the owner shall be liable to deal the matter with his sole responsibility to make the said property unencumbered apart from making payment of money at a time to the Developer towards compensation properly for loss and damage sustain by the Developer in that regard.

SCHEDULE "C" PROPERTY (DEVELOPER'S ALLOCATION)

That the developer herein has been allotted rest of the construction area i.e. balance of the total construction area (2nd & 3nd floor and balance car parking space in the Ground Floor) i.e. balance of the total construction area in the building to be erected in the schedule mentioned property towards Developers' allocation i.e. all the remaining portions except the Owners' allocation i.e. "B" SCHEDULE property herein.

SCHEDULE "D" ABOVE REFERRED TO : (Common Portions)

- I) Areas:
- Entrance and exits.

- Boundary Walls and Main Gate of the Premises.
- c) Staircase, stair head room and lobbies on all the floors of the Building.
- Entrance lobby, electric/utility room, water pump room, generator room (if any installed).
- e) Roof of the New Building and common installations on the roof.

II) Water, Pumping and Drainage:

- a) Drainage and sewerage lines and other installations for the same (except only those as are installed within exclusive area of any Unit and/or exclusively for its use).
- b) Water supply system.
- c) Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of any unit/or exclusively for its use.

III) Electrical Installations:

- Electric wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
- b) Lighting of the common portions.
- c) Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.

IV) Others:

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the Premises and the New Building as are necessary for passage to and/or user of the units in common by the co-owners and / or lawful occupants of the building.

SCHEDULE "E" ABOVE REFERRED TO SPECIFICATION OF WORK

(MANNER OF COMPLETION OF THE NEW BUILDING)

Construction to be made and equipments, fittings and fixtures to be installed and provided in the building shall be standard quality and according to the plans and advices of the architect and including the following:-

CONCRETE WORK

75 mm thick P. C. C. of any thickness (1:4:8) (mat concrete) with 40 mm and down jhama chips and under all foundation.

100 mm thick floor concrete (1:3:6) with 20 mm and down JhamaKhoa and coarse sand at ground /plinth levels.

All R.C.C. work should be 1:2:4 (M 150) with 20mm and down stone chips and coarse sand e.g. foundations, beams, slab, lintal, chajja, cornices, stair, slab, R.C. Jafri, fine, cupboards etc. BRICK WORK No.1 Picked Jhamasinale brick soiline under concrete and under all foundation below mat concrete.

- Cement Brick Work in foundation and plinth to be 1:6mortar.
- 2. Cement brick work in ground floor to be with 1:6 mortar.
- 200/250 mm thick brick work in cement mortar (1:6) from 1M and 2"u floor First class cement brick work 75/125mm thick partition wall (1:4) reinforcement with H.B. netting at every second layer.

1000mm X 125mm thick parapet wall in cement brick work (1:4)

PLASTERING AND FINISHING

12 mm thick (ave.) cement plaster with (1:6) cement mortar including necessary chipping/roughing surface and proper curing as per direction.

6 mm. thick (ave.) cement plaster with (1:4) concrete surface including necessary chipping/roughing surface and proper curing as per direction.

6 mm thick (ave.) cement plaster with (1:4) ceiling including necessary chipping/ roughing surface and proper curing as per-direction.

Supplying and lying 20 mm cast in situ Grey marble floor in toilet and kitchen in Grey shade with Grey cement of approved quality and finished polished including all under bedding materials as per specification and glass strips, etc. as per direction.

Providing and lying Vitrified Tiles in all floor of rooms including necessary bedding mortar, polished etc. complete as per direction.

Supplying and laying 20 mm thick Grey Marble skirting dado window sills etc. including necessary under bedding as per direction, Finishing treads and risers of steps and stairs landing with 20 mm thick marble of Grey shade as per details including forming nosing and 20 mm thick better to riser faces as per direction.

DOORS

Door frame shall be well seasoned Sal wood frame 4/3" to be fitted with 3 clamps on either side.

SHUTTERS:

All main shutters will be Flash door finished with commercial type ply board on both sides.

All other shutters will be flash door finished with commercial type ply board on both sides and 32 mm thick.

All single leaf shutters are to be fitted with 100 X 75 gauge oxidized or on but hinges with iron 20mm. screws X 3 nos per shutters.

300 long X 12 mm dia skeleton bolt (Aluminum) X 1 No. per shutter.

For toilet doors 12 mm dia X 150 mm long Aluminum socket bolt and one handle 150 mm long.

For Entrance door Mortise Lock X 1 with one eye viewer is to be provided.

ALUMINUM WINDOWS

Aluminum windows as Der I.S Specification with fictions hinges with brass washer and Aluminum staves and handles.

Integrated M.S. grills as per approved designs with 18 mm X 5 mm section Glazing with 2.9 mm frosted glass and any other approved glass including glazing chips and putty.

PAINTING AND DECORATION

Paris plaster to all interior plastering surfaces in rooms to be done as per direction with fine white washing to interior, surface in all stair cases landing and stair room.

One coat of white primer for doors, windows, grills, railings, pipes etc.

Two coats of cement base paint other than weather coat to exterior in all floors as per direction.

SANITARY AND PLUMBING

(All sanitary porcline, fixture shall be of Hindusthan make or approved by the Developer) P.V.C. or G. I. pipes of ISI make and medium quality with "H" brand fittings conceals in interior portions.

C. P. bib cocks and stop cocks of good brand.

Each toilet is to be provided with :-

White porcelain wash hand basin 22' X 16' with C .P .waste fittings, P.V.C. waste pipes, pillars cocks, C . P .bib cocks 2 nos.

Grey Marble floor with 4' skirting last 5'-0 glazed tiles white.

E .P .W .C .white porcelain including approved seat with cover and P.V.C. low down cistern with all fittings fixtures complete as per the direction. C.P. shower rose controlling valves.

All soil lines of S.L.C. or equivalent brand C.I. pipes/Good P.V.C. fittings.

KITCHEN

600 X 450 stainless steel sink with draining board (600 X 450) with C. P. waste fittings P. V. C. Waste pipe and connector, C. P. stop and bib cock etc. complete as per the direction. 100 dia floor trap 1 no.

One brass bib cock in the kitchen,

Kitchen counter will be provided with black stone and black granite 2-0" X 5'-0" wide back wall with white glazed tiles of 2'-6" high along with stainless steel sink on the adjacent wall.

Toilet:-

- Concealed pipe line,
- White glazed tiles upon 6' height on the interior walls.
- White sanitary wares 6 Hindustan's make or equivalent make,

Lift:-

ISI brand elevator.

Electricity:

- a) All electric wires and cables will be in copper
- All specifications and workmanship to be as per I.F. rules and I.S.I, specifications.
- c) Electricity points in flats will be provided as follow:-

Light Point Fan Point Power Point Plug point

1	Bed Room	1+1	1	1 (A/c)	2
2	Drawing	2	1	1	2
					Page 29 of 38

3	Kitchen	1	Ex-fan	1	
4	Toilet	2	Do	1	1
5	Verandah	1	1	x	1
6	Stair Case	I Per floor	x	x	X
7	Pump Room	1	х	1	X
8	Roof Terrace	2	Х	x	x
9	Main Gate	2	х	х	X

N.B.:

- a) One bell Point to be provided for each flat.
- b)Suitable electric point for pavement lighting shall be provided as per the developer's direction.
- c) All switch boards to be sunken or flushed will be Acrylic Sheet cover and plane type.
- d)15 amp. Plug point to be switches.
- e)Fan Boxes to be provided in ceiling
- f) Kitchen & Toilet shall be provided with one exhaust point each.

Extra Charges to be calculated for extra work given by the owner.

DEVELOPMENT POWER OF ATTORNEY

NOW KNOW ALL MEN BY THIS PRESENTS I, DEBABRATA BISWAS, (PAN BSLPB 6508 C) son of Late Madhu Nath Biswas, by Nationality Indian, by faith Hindu, by Occupation Retired Person, resident of 91/A, Becharam Chatterjee Road, Post Office Behala, Police Station Behala now Parnasree, Kolkata - 700034, District - South 24 Parganas hereinafter called and referred to as the PRINCIPAL /EXECUTANT.

KNOW ALL MEN BY THIS PRESENTS I, DEBABRATA BISWAS being the owner of homestead land measuring more or less 4 (four) Cottahs 2 (two) Chittaks, more or less togetherwith 2400 sq.ft (each floor 1200 Sq.ft) Two storied pucca building standing thereon which lying and situate at Mouza - Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, C.S Khatian No. 1750 under Part of R.S. Khatian No. 6173 and 6174 comprised in C.S and R.S Dag No. 6638/7374, previously District 24 Parganas now 24 Parganas (South), Police Station Behala now Parnasree, Pargana - Balia, D.S.R.- Alipore and A.D.S.R.- Behala mutated their name in the Assessment Record of The Kolkata Municipal Corporation in respect of the said property and the said property is being known numbered and distinguish as K.M.C. recorded Premises No. 0164, Becharam Chatterjee Road under Ward No.130 within the limit of the then South Subarban Municipality at present The Kolkata Municipal Corporation, Assessee No. 41-130-02-0491-4, corresponding to postal address 91/A, Becharam Chatterjee Road, Post Office Behala, Police Station Behala now Parnasree, Kolkata - 700034, in the District of South 24 - Parganas, do hereby nominate, constitute and appoint 1) SRI AMIT PATRA, son of Late Panna Lal Patra, resident of 76/2, Dhalipara Road, Post Office Parnasree, Police Station Behala now Parnasree, Kolkata - 700060, District South 24 Parganas and 2) SRI BARUN ROY CHOWDHURY, son of Late Broja Behari Roy Chowdhury, resident of 38/F, K. K. Roy Chowdhury Road, Post Office Barisha, Police Station Thakurpukur now Haridevpur, Kolkata - 700008, District South 24 Parganas, the partners of the Construction firm M/S. R. P. CONSTRUCTION, having its office at 38/F, K. K. Roy Chowdhury Road. Post Office Barisha, Police Thakurpukur now Haridevpur, Kolkata - 700008, District South 24 Parganas as my true and lawful attorney for me in my name and on my behalf to do execute and perform, inter alia, the following acts, deeds matters and things in respect of the property as described in the Schedule hereunder written.

- To represent me before the authority of the Kolkata Municipal Corporation, B.L & L.R.O, CESC Ltd. and any other Government and Semi-Government offices, civic authority, building department of K.M.C., all courts and to sign all applications, petitions, plans, documents, affidavits, declarations etc. in respect of the said property.
- To plan, design, work, manage, control and supervise the construction of the building at the aforesaid premises according to the building plan to be sanctioned by The Kolkata Municipal Corporation with changes there in and for that matter bring, purchase and procure all sorts of building materials, electrical and sanitary fittings and fixtures and to engage L.B.S, designers, architects, engineers, artisans and masons and workmen for the said purpose.
- To sign and obtain the sanction plan, Rule 25 plan, C.C. 3) Plan regularize plan, sanction under section 401/416, to sign, deposit and submit the said plan, design, drawing and layout on my behalf before the appropriate authorities of The Kolkata Municipal Corporation, Kolkata Improvement Trust, Kolkata Metropolitan Development Authority, the CESC Ltd. and any other local or statutory authorities and all Govt./Semi Govt./Quasi Govt./Private Offices and Police Authorities and to sign on my behalf building sanction plans, all necessary forms, applications, petitions and documents and sign , apply and obtain sanction. plan/permit, license and all other necessary documents and papers, permanent and temporary supply of services from the above mentioned bodies/offices as may be required for completion of the building for making the building habitable.

- 4) To sign apply for and obtain temporary or permanent connection of water, electricity, drainage, sewerage and/or power to the said building required for the use and enjoyment of the building and also regularize plan, occupancy certificate or any other certificate and to sign all such applications/forms and documents as shall be required for the said purpose.
- 5) To institute, commence, prosecute, carry on or defend all suits and other actions and proceedings or be added as a party or be non-suited or withdraw the same concerning to my said property or concerning to special jurisdiction of the High Court under Article 226 of the Constitution of India, before Income Tax, Sales Tax authorities and to sign and verify all plaints, written statements, accounts, petitions, inventories to accept service of all summons, notices and other judicial process, to execute any judgment, decree or order and to appoint and engage any solicitor/Advocate and to sign and execute any Vakalatnama / Power or any other authority to act and plead.
- 6) To file and defend any or all suits, cases, appeals, complainants and applications, Revisions, Writ Petition, Motion/s of whatsoever manner or nature for and on my behalf that is to be instituted and/or preferred against us in respect of the said property or any portion thereof, which is morefully described in the Schedule written hereunder or any portion thereof and also to present and prosecute writ applications or petitions in respect thereof in any manner whatsoever relating to the said property as described in the Schedule hereunder written in any Court of Law. To appear,

file and defend any case or cases whatsoever manner or nature before any Judicial Authority or Quasi Judicial Authority in respect of the below mentioned Schedule property.

- 7) To sign and verify all paints, written statements, petitions, objections, cross objections, claims, counter claims, application for execution, revisions, review new trial or stay of whatsoever manner or nature, Memorandum of Appeal and generally to do all other acts, deeds and things relating to the above matter/proceedings for and on my behalf as the said Attorney in its absolute discretion may think fit and proper in respect of the below mentioned Schedule property.
- 8) To sign and receive all letters and articles and/or any other documents of whatsoever nature in respect of the said premises and/or property written in the Schedule herein below and to grant proper and effectual receipt or receipts there for.
- 9) To negotiate on terms and agree to and enter into any conclusive Agreement for sale and to sell out only Developer's Allotted allocation with proportionate share of the land (except owner's allocation mentioned in this Agreement for Development i.e. Schedule "B" property) to any intending purchaser or purchasers.
- 10) To issue forms, brochures, designs, plans and booklets etc. and invite offer from intending Purchaser/s, applicant/s for sale of flat/s, or other spaces, if any, to any intending Purchaser or Purchasers in respect of developers allocation.

- 11) To enter into an agreement or agreements with the intending purchaser or purchasers for the sale of flat/s and other spaces of the said building within the Developer's Allocation as mentioned in the Schedule "C" of the this deed and to receive all earnest money and/or advance or advances and also the balance of purchase money on completion of such sale or sales in the said building from the intending purchaser or purchasers and give valid receipt and discharge for the same after handing over OWNER'S Allocation as per Schedule "B".
- 12) That the Developer shall have no right to deal with Owner's Allocation in any manner whatsoever and we being the executants of this General Power of Attorney authorized and entrust the Developer to deal with the Developer's Allocation in all respects.
- 13) To present any conveyance or conveyances for registration, to admit into execution and issue valid receipt on acceptance of consideration before the Registrar having authority for and to have the said conveyance registered and to do all acts, deeds and things which my said Attorney may consider as necessary for conveying the said developer's allotted allocation with proportionate share of the land out of the Developers' allocation as mentioned in the said Agreement for Development or any portion thereof to the said purchaser or purchasers as fully and effectually in all respect as we could do the same by myself.
- 14) To issue No Objection certificate to any intending purchaser/s for obtaining home loan from any bank, company/firm, Non-Banking Financial Institution or person in respect of sale of the said property or any portion thereof

without creating any financial liability to the owners for the same.

15) To sign, execute, admit, execution gift deed for portion/strip of land to the Kolkata Municipal Corporation as required under the law and present the said Gift Deed for registration and register the same also can execute Sale Deed, Release Deed, Exchange Deed, Mortgage Deed, gift deed and all Deed of Conveyance or Conveyances or Agreement on my behalf in respect of Sale of the Flats and other Spaces within the Developer's allocation as mentioned in the said Agreement for Development in favour of the intending purchaser / purchasers before competent Registering Authority and have them registered according to law which we could do the same by myself.

That the Developer shall have every right to put their signatures to executed deed of conveyance and to present the same for accomplishment of registration of the Developers' allocation and to receive and to enjoy entire consideration amount of the sale proceed of the said developer's allocation in the said building.

AND GENERALLY to do all acts, deeds and things in connection with the aforesaid Developer's Allocation property or any part thereof and for better exercise of the Authorities herein shall be construed done by us under my own hand and seal, as the Acts, Deeds and things done by me personally.

AND we do hereby ratify and confirm all or whatsoever other act or acts my said Attorney shall lawfully do, execute or perform or caused to be done and executed or performed in perform or caused to be done and executed or performed in connection with the sale of the said property morefully mentioned in the Schedule below or any portion thereof under and by virtue of this Power of Attorney NOTWITHSTANDING no express power in that behalf hereunder is provided.

FRST SCHEDULE PROPERTY AS REFERRED TO ABOVE

ALL THAT piece or parcel of homestead land measuring more or less 4 (four) Cottahs 2 (two) Chittaks, more or less togetherwith 2400 sq.ft (each floor 1200 Sq.ft) Two storied pucca building standing thereon which lying and situate at Mouza - Behala, J.L. No. 2, R.S. No. 83, Touzi No. 346, C.S Khatian No. 1750 under Part of R.S. Khatian No. 6173 and 6174 comprised in C.S and R.S. Dag No. 6638/7374, previously District 24 Parganas now 24 Parganas (South), Police Station Behala now Parnasree, Pargana -Balia, D.S.R.- Alipore and A.D.S.R.- Behala within the limit of the then South Subarban Municipality at present The Kolkata Municipal Corporation, Premises number Premises No. 0164, Becharam Chatterjee Road under Ward No.130, Assessee No. 41-130-02-0491-4, corresponding to postal address 91/A, Becharam Chatterjee Road, Post Office Behala, Police Station Behala now Parnasree, Kolkata - 700034, in the District of South 24 -Parganas and the said property is butted and bounded in the following manner :-

(Zone: Rest of Ward no. 130 to)

ON THE NORTH: By 91E, Becharam Chatterjee Road;

ON THE EAST : By 91, Becharam Chatterjee Road;

ON THE SOUTH : By 91/6B, Becharam Chatterjee Road;

ON THE WEST : By 21' (feet) wide Becharam Chatterjee Road.

IN WITNESS WHEREOF the parties hereto set sealed and subscribes their respective hands and seal on this day month and year first above written.

SIGNED SEALED AND DELIVERED: IN THE PRESENCE OF :

WITNESSES :-

1. Robermala Bilwas
Saeghler of Svi Estatorata Bilwas
41/A, Backaram ekatheyes lit
Kolkala- Foodsy
Pl. Pamartere

2. Nilowe Sekhar Telukhar Sto, Lale S. K. Talakhar 10/2. ML Greepter Road, P.S. Harrishupen, Ix elkata :70008. Brwan.

Signature of the **OWNER**

1.

2. Boston Korchowlhy

Signature of the DEVELOPER

Drafted by me :-

Calle Sekhon Talaklar.

(WB-1746/2002)

Advocate

Alipore Judges' Court, Kolkata-700 027.

Computer Print by :

D. Morkenjer

10/2, ML Gupta Road, Kolkata- 700008.

IN WITNESS WHEREOF the parties hereto set sealed and subscribes their respective hands and seal on this day month and year first above written.

SIGNED SEALED AND DELIVERED: IN THE PRESENCE OF:

	'N			

1. Rahamala Brewns Baryhler of Str. Echaliraha Brewns 91/A, Bacharam elathiya hil Kolkala - Forosy Ps. Parnashres

2. Niladre Settan Talukban Sto, Late S. K. Talukban 10/2, Ml Greepter Road, P.S. Harrisherpin, 1x cel Kalin 750008. 12 MWar.

Signature of the **OWNER**

1.

2. Barun Korchondhur

Signature of the DEVELOPER

Drafted by me :-

The Sekhan ToleHar.

(WB-1746/2002)

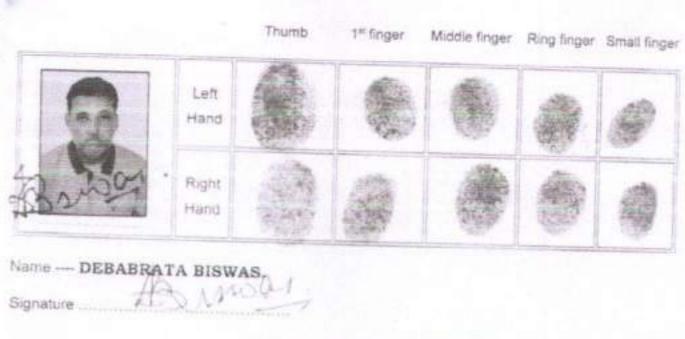
Advocate

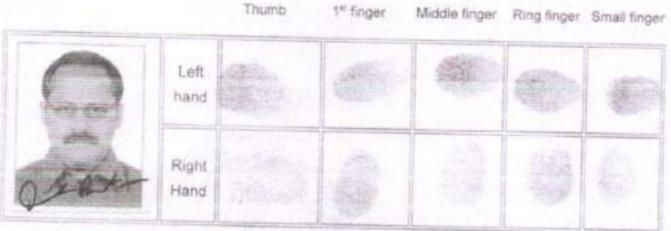
Alipore Judges' Court, Kolkata-700 027.

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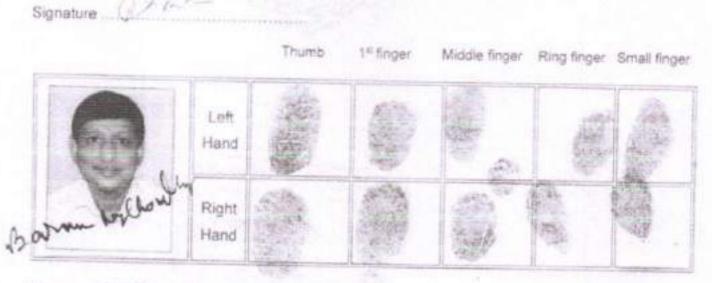
D. Moskinger

10/2, ML Gupta Road, Kolkata- 700008.





Name --- AMIT PATRA.



Name -- BARUN ROY CHOWDHURY.
Signature 1855 Turn Roy (Low) hour



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

GRN Demils

GRN:

192021220126864341

GRN Date:

02/12/2021 23:20:34

BRN:

IKOBKEPGB8

Payment Status:

Successful

Payment Mode:

Online Payment

Bank/Gateway:

Payment Ref. No:

State Bank of India

BRN Date:

02/12/2021 23:12:18

2002492951/3/2021 [Query No.*/Query Year]

Depositor Details.

Depositor's Name:

Niladre Sekhar Talukdar

Address:

19/2, MOTILAL GUPTA ROAD.

Mobile:

9804251230

EMail:

niladre (@gmail.com

Contact No:

9062098887

Depositor Status:

Advocate

Query No:

2002492951

Applicant's Name:

Mr NILADRE SEKHAR TALUKDAR

Identification No:

2002492951/3/2021

Remarks:

Sale, Development Power of Attorney Payment No 3

Payment Details

SL No.	Payment ID.	Head of A/CL Description	Head of A/C	Amount (7)
1	2002492951/3/2021	Property Registration-Staron duty	0030-02-103-003-02	10020
2	2002492951/3/2021	Property Registration-Registration Fees	0030-03-104-001-16	28
	The same of the sa		Total	10048

IN WORDS: TEN THOUSAND FORTY EIGHT ONLY.



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

Query No / Year	2002492951/2021	Office where deed will be registered			
Query Date 30/11/2021 9:10:07 PM		Deed can be registered in any of the offices mentioned on Note: 11			
Applicant Name, Address & Other Details	NILADRE SEKHAR TALLIKDAR Alipore Judges Court, Thans: Alipor 700027, Mobile No.: 9062098887, S	e, District : South 24-Parganes, WEST BENGAL, PIN - Status :Advocate			
Transaction		Additional Transaction			
[0139] Sale, Development	Power of Attorney	[4002] General Power of Attorney [Rs : 2/-], [4305] Declaration [No of Declaration : 2]			
Set Forth value		Market Value			
Rs. 4/-		Rs. 75,60,000/-			
Total Stamp Duty Payabloj	SD)	Total Registration Fee Psyable			
Rs. 10,070/- (Article:48(g))		Rs. 28/- (Article:E, E, E)			
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp			
	03/12/2021	Rs. 50/-			
Remarks					

Land Details:

District: South 24-Pergenas, Thene: Behela, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Becharam Chatterjee Road. Road Zone: (Rest (Ward 130) --) , , Practises No: 0164, , Ward No: 130 Jl No: 2, Touzi No: 346, Pin Code: 700034

Sch No	Plot Number	Khatian Number	Land Proposed	UsoROR	Area of Land	SetForth Value (in Rs.)	Market Value (in Re.)	Other Details
Li	(RS >)	1	Bastu		4 Katha 2 Chatak	zj-		Width of Approach Road: 21 Ft., Adjacent to Metal Road.
	Grand	Total:			6.8063Dec	2/-	59,40,000 /-	

Structure Details:

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	2400 Sq Ft.	2/-	16,20,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 1200 Sq.Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete

Floor No. 1, Area of floor: 1200 Sq Ft., Residential Use. Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete

Total: 2400 sq ft 2 /- 18,20,000 /-



Principal Details:

No	Name & address	Status	Execution Admission
1 N	Ir Debetrata Biswas		Detaits :
0.0000	on of Late Machu Noth Birwas 91/A, Becharam Chatlerjee oad, City- , P.O Sehala, P.SBehala, District-South 24-arganas, West Bengal, India, PIN:- 700034 ex Male, By Caute: Hindu, Occupation: Retired Person, Citizen India, PAN No. BSXXXXXBC, Aadhaar No.: https://doi.org/10.1001/j.j.ch.2001/j.	Individual	Executed by: Self To be Admitted by: Self

Attorney Details :

No.	Name & address	Status	Execution Admission Details :
100	R P CONSTRUCTION (Partnership Firm) 38-F, K. K. Roy Chowdhury Road, City:-, P.O:- Barisha, P.S:- Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN:- 700008 PAN No. AAxxxxxx1R, Aadhaar No Not Provided by UIDAIStatus Organization, Executed by: Representative	Organization	Executed by Representative

Representative Details:

SI No	Name & Address	Representative of
	Mr Amit Patra Son of Late Panna Lal Patra76/2, Dhallpara Road, City:-, P.C:- Behala, P.S:- Behala. DistrictSouth 24-Parganas, West Bengal, India, PIN:- 700060 Sex: Male. By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AJXXXXXBA , Aadhaar No.: 75xxxxxxxxx2147	R P CONSTRUCTION (as Partner)
2	Mr Banco Rev Chrosoften	R P CONSTRUCTION (as Partner)

Identifier Details: -

Name & address

Mr Niledre Sektuar Tatukdar Son of Late S K Tatukdar

10/2, MOTILAL GUPTA ROAD., City-, P.O.- Barisha, P.S.-Thakurpukur, District: South 24-Parganas, West Bengai, India, PIN:- 700008, Sex. Male, By Caste: Hindu. Occupation: Advocate, Citizen of: India, , Identifier Of Mr Debabrata Biswas, Mr Amit Patra, Mr Barun Roy Chowdhury.

Note:

- If the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days (i.e. upto 30-12-2021) for e-Payment. Assessed market value & Query is valid for 30 days (i.e. upto 30-12-2021)



Covery No: 2003492801 of 2021, Printed On: New 30 2021 of 10PM, Demonted have strengterston, gov.in

- Standard User charge of Rs. 240/-(Rupees Two hundred fourty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
- e-Payment is compularity if Stamp. Duty payable is more than Rs. 10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f. 2nd May 2017.
 Web-based a feesewater for the computation of the computation of the computation fees payable is the computation of the computation of the computation of the computation fees payable is more than Rs. 10,000/- or Registration fees payable is more than Rs. 10,000/- or Regis
- Web-based a Assensment report is provisional one and subjected to final ventication by the concerned Registering Officer.
- Quoting of PAN of Soiler and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in
- Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Stip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area
- Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.
- This eAssessment Slip can be used for registration of respective deed in any of the following offices:
 D.S.R. I SOUTH 24-PARGANAS, D.S.R. I I SOUTH 24-PARGANAS, D.S.R. III SOUTH 24-PARGANAS, D.S.R. IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. V SOUTH 24-PARGANAS, A.R.A. I KOLKATA, A.R.A. II KOLKATA, A.R.A. IV KOLKATA

आयकर विमाग 1900HE TAX DEPARTMENT

DEBASRATA BISWAS

MADHU NATH BISWAS

Partitioned Assessed Marchall

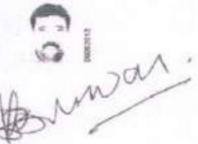
10/06/1958

BSLPB6508C Scholmola: BYOUGH



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Government of india

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Chrosinghan Square.





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SOVERHMENT OF BIDIA



Barun Kumar Roy Chowdhury DOB: 27/04/1960 Male / MALE



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Colore Siller John Dallen

