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Serial 6184 Date..... Address..... Rs... LODI

High Court, Calcutta

Tapesh Mishra

Advocate

A. K. PURKAYASTHA (Stamp Vendor) Alipore Police Court, Kol-27



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Jakosh Mishra

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High Cown, Calcutta

District Sub-Registrar-V Alipore, South 24 Parganas

07 DEC 2017

(1) SRI SOHAM DASGUPTA, (PAN – AEJPD3498Q), son of Late Pijush Dasgupta, by Occupation – Business and (2) SMT. NUPUR DASGUPTA, (PAN – ADSPD1489M), wife of Sri Soham Dasgupta, by Occupation – Teacher, both by Faith - Hindu, by Nationality – Indian, both are residing at 75, Hindustan Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata – 700 029, District: South 24-Parganas, hereinafter jointly called and referred to as the "OWNERS/VENDORS/FIRST PARTIES" (which expression unless repugnant to the context shall mean and include their heir/heirs, executor /executors, assign/ assigns, administrator/ administrators and representative/ representatives) of the ONE PART

AND

"BINAYAK GROUPS", (PAN – AKNPM2537P), a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, represented by its sole Proprietor namely SRI SUDIP KUMAR MANDAL, (PAN – AKNPM2537P), son of Sri Samir Kumar Mondal, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at B/35, Ganganagar, Post Office – Mukundapur, Police Station – Purba Jadavpur, Kolkata – 700 099, District – South 24-Pargnas, hereinafter called and referred to as the "DEVELOPER/ SECOND PARTY" (which expression shall unless excluded by and repugnant to the context be deemed to mean and include his heir/ heirs, executor/ executors, administrator/ administrators, assigns, representative/ representatives, successors-in-office and successors-in-interest) of the OTHER PART.

WHEREAS the present OWNERS/VENDORS namely SRI SOHAM DASGUPTA and SMT. NUPUR DASGUPTA are the absolute joint owners of a plot of land measuring an area of 5 (Five) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Sq.ft. more or less situated in Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana – Khaspur, comprising in R.S. Dag No.191 (Part), under R.S. Khatian No. 145, corresponding to C.S. Dag No. 102, under C.S. Khatian No. 6, within Police Station – Purba Jadavpur and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known and numbered as K.M.C. Premises No.3552, Nayabad, Assessee No. 31-109-08-7222-2, Kolkata – 700 099, District – South 24-Parganas as more fully mentioned in the SCHUDULE – A below.

AND WHEREAS the property which has been mentioned in the SCHEDULE – A below and also other land and property were under the full ownership of one Naba Kishore Mondal, Raj Kishore Mondal and Kumud Krishna Mondal of Bawali, within the then District 24 Parganas, at present District – South 24 Parganas and subsequently a Partition Suit was instituted in the Court of Ld. 3rd Sub-Judge, Alipore vide Partitioned Suit No.16 for the year 1941 among the co-sharers and the said suit was ended and decreed and it was finally published on 4th June, 1971.

AND WHEREAS as per the said final decree of the Partition Suit and Partition Plan one Pratul Chandra Mondal, since deceased became the Owner of a big Plot of land measuring an area of 91 (Ninety one) Bighas 10 (Ten) Cottahs and the name of said Pratul Chandra Mondal thereafter finally published and recorded as R.T. at the time of Revisional Settlement Operation.

AND WHEREAS the said Pratul Chandra Mondal died intestate on 02.12.1956 leaving behind him the following legal heirs i) Smt. Labonnya Prava Mondal, wife, ii) Sri Malay Kumar Mondal, son and iii) Sri Swapan Kumar Mondal, son who inherited the entire property left by said Pratul Chandra Mondal as per Hindu Succession Act, 1956.

AND WHEREAS accordingly said Sri Maloy Kumar Mondal, Sri Swapan Kumar Mondal and Smt. Labonya Prova Mondal became the owners of 91 (Ninety one) Bighas 10 (Ten) Cottahs land each having 30½ Bighas of demarcated land from the said Partition Suit as well as Partition Plan as the legal heirs of deceased Pratul Chandra Mondal.

AND WHEREAS after obtaining the aforesaid plot of land said Sri Maloy Kumar Mondal by virtue of a registered Deed of Sale dated 08.10.1975, registered in the office of Sub-Registrar of Alipore at Alipore and entered into Book No.1, Volume No. 128, at Pages 226 to 234, Deed No.5305 for the year 1975 sold, transferred and conveyed his demarcated land and property measuring an area of 10 (Ten) Bighas 10 (Ten) Cottahs out of his total land comprising in C.S. Dag No. 102, R.S. Dag No.191, under C.S. Khatian No. 6, R.S. Khatian No. 145, measuring land area of 4 (Four) Bighas 1 (One) Cottah and in C.S. Dag No. 113, R.S. Dag No.192, under C.S. Khatian No. 6, R.S. Khatian No. 146, measuring land area of 6 (Six) Bighas 9 (Nine) Cottahs totaling land area 10 (Ten) Bighas 10 (Ten) Cottahs, situated in Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana – Khaspur, in favour of one Sri Kanti Ranjan Chakraborty, son of Late Nalini

Mohan Chakraborty and Sri Gopal Dey, since deceased, son of Late Rasik Chandra Dey, both of West Rajapur, Police Station – Jadavpur, Kolkata – 700 032.

AND WHEREAS thereafter the said Sri Kanti Ranjan Chakraborty and Sri Gopal Dey, since deceased fragmented the said land into several small plots of land and thereafter sold different plots of land out of his entire purchased land.

AND WHEREAS the said Gopal Dey alias Gopal Chandra Dey died intestate leaving behind him the following legal heirs i) Smt. Asha Rani Dey, wife, ii) Smt. Krishna Dutta, Daughter, iii) Smt. Aparna Roy, Daughter, iv) Smt. Mita Sarkar, Daughter, v) Sri Debabrata Dey, son, vi) Sri Satyabrata Dey, son and vii) Sri Subrata Dey, son who inherited the entire property left by said Gopal Dey alias Gopal Chandra Dey as per Hindu Succession Act, 1956.

AND WHEREAS thereafter the said Sri Kanti Ranjan Chakraborty and legal heirs of Gopal Dey alias Gopal Chandra Dey, since deceased entered into an Agreement for Sale dated 22.01.1998 with one (1) Sri Motilal Mondal, son of Sri Lal Mohan Mondal of 7/1, Netainagar, Green Park, P.S. Purba Jadavpur, Kolkata – 700099, (2) Smt. Kalpana Das, wife of Sri Gopal Das of 6/A/41, Mukundapur, P.S. Purba Jadavpur, Kolkata – 700099 and (3) Sri Niranjan Halder alias Bablu Halder, son of Sri Gopal Chandra Halder of 155, Garfa School Lane, P.S. Kasba, Kolkata – 700075 to sell their remaining land and property as mentioned above in favour of intending purchasers by developing the land filling earth thereon.

AND WHEREAS by virtue of a registered Deed of Conveyance dated 07.10.2005, registered in the office of District Sub-Registrar - III, Alipore, South 24-Parganas and entered into Book No.1, Volume No.13, at Pages 6049 to 6073, Deed No.5994 for the year 2005 the present VENDORS herein namely SRI SOHAM DASGUPTA and SMT.

NUPUR DASGUPTA purchased -a-plot of land measuring an area of 5 (Five) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Sq.ft. more or less situated in Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana – Khaspur, comprising in R.S. Dag No.191 (Part), under R.S. Khatian No. 145, corresponding to C.S. Dag No. 102, under C.S. Khatian No. 6, under K.M.C. ward No.109 for a valuable consideration from the said Sri Kanti Ranjan Chakraborty and Smt. Asha Rani Dey and six others, the legal heirs of deceased Gopal Dey alias Gopal Chandra Dey and in the said Deed of Conveyance dated 07.10.2005 said Sri Motilal Mondal and two others joined as a Confirming Party.

AND WHEREAS after purchase the present OWNERS/VENDORS namely SRI SOHAM DASGUPTA and SMT. NUPUR DASGUPTA jointly mutated their names in the record of The Kolkata Municipal Corporation known and numbered as K.M.C. Premises No.3552, Nayabad, being Assessee No. 31-109-08-7222-2, within K.M.C. Ward No.109, under formerly P.S. Kasba, at present P.S. Purba Jadavpur, Kolkata – 700 099.

AND WHEREAS now the present Owners herein are the absolute joint owners of the said land measuring an area of 5 (Five) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Sq.ft. more or less situated at Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana – Khaspur, comprising in R.S. Dag No.191 (Part), under R.S. Khatian No. 145, corresponding to C.S. Dag No. 102, under C.S. Khatian No. 6, within Police Station – Purba Jadavpur and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known and numbered as K.M.C. Premises No.3552, Nayabad, Assessee No. 31-109-08-7222-2, Kolkata – 700 099, District – South 24-Parganas as described in the SCHEDULE – A below and they have been enjoying their said land and property without any interruption and hindrances by anybody else by paying necessary K.M.C. Taxes to The Kolkata Municipal Corporation:

AND WHEREAS the OWNERS are very much desirous to construct a Ground plus four storied building with Lift facility on their said property measuring land area of 5 (Five) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Sq.ft. more or less and to do make construction of a new building upon the said property. Upon knowledge of such desire the DEVELOPER has approached the OWNERS for development of the said property and the OWNERS herein have agreed to do so as per the terms and conditions as mentioned hereinafter.

AND WHEREAS the party of the SECOND PART herein has agreed to make the construction of the proposed Ground plus Four storied building with Lift facility in flat systems for residential and other purposes as 40%: 60% ratio on sanction flat portion from the proposed building in exchange of getting his cost of construction and his remuneration for supervision of such construction in kind of flats etc. after giving the Owners, the Owners' Allocation. The OWNERS shall jointly get entire complete Fourth Floor residential flat area and part of the Third Floor from the Northern Side totaling 40% of the total built up area together with 3 (Three) Nos. of Car Parking Space each measuring an area of 135 (One hundred and Thirty Five) Sq.ft. more or less to be situated on the Ground floor of the

proposed Ground Plus Four Storied building. Besides, the **DEVELOPER** shall also pay the **OWNERS** an refundable deposit amounting Rs.3,00,000/- (Rupees Three Lac) only out of which (i) Rs.1,00,000/- (Rupees One Lac) only is being paid at the time of execution and registration of this agreement as mentioned in the memo below and balance (ii) Rs.2,00,000/- (Rupees Two Lac) only is to be paid by the **DEVELOPER** to the **OWNERS** within one year from the date of execution and registration of this agreement. This deposit sum will be paid back by the **OWNERS** to the **DEVELOPER** at the time of handing over Owners' Allocation as mentioned above in the proposed building with an interest @8% per annum. This is called Owner's Allocation as more fully described and mentioned in the **SCHEDULE** "B" hereunder written. The **OWNER** shall also enjoy the proportionate share of land together with the right of enjoyment of all the common amenities/facilities of the building and the **DEVELOPER** shall enjoy the rest construction of the proposed building to be erected at the cost of the **DEVELOPER**.

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

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

DEFINITION: Unless there is anything repugnant to the subject or context the term:

- OWNERS: shall mean the parties of the FIRST PART herein namely (1) SRI SOHAM DASGUPTA, son of Late Pijush Dasgupta and (2) SMT. NUPUR DASGUPTA, wife of Sri Soham Dasgupta, both are residing at 75, Hindustan Road, P.O. Sarat Bose Road, P.S. Gariahat, Kolkata 700 029, District: South 24-Parganas and their legal heir/heirs, executor/executors, administrator/ administrators, and legal representative/ representatives.
- (b) **DEVELOPER**: shall mean "BINAYAK GROUPS", a Proprietorship Firm, having its registered office at B/35, Ganganagar, Post Office Mukundapur, Police Station Purba Jadavpur, Kolkata 700 099, represented by its sole Proprietor namely SRI SUDIP KUMAR MANDAL, son of Sri Samir Kumar Mondal, residing at B/35, Ganganagar, Post Office Mukundapur, Police Station Purba Jadavpur, Kolkata 700 099, District South 24-Pargnas, Party of the SECOND PART herein for the time being and his respective heirs, successors-in-office or successors-in-interest, legal heirs, representatives, administrators and assigns.
- (c) TITLE DEED: shall mean the documents referred to hereinabove in the recital.
- (d) PREMISES: shall mean the Property measuring land area of 5 (Five) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Sq.ft. more or less whereon standing one tile shed measuring an area of 100 (One hundred) Sq.ft. situated at Mouza Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana Khaspur, comprising in R.S. Dag No.191 (Part), under R.S. Khatian No. 145, corresponding to C.S. Dag No. 102, under C.S. Khatian No. 6, within Police Station Purba Jadavpur and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known and numbered as K.M.C. Premises No.3552, Nayabad, Assessee No. 31-109-08-7222-2, Kolkata 700 099, District South 24-Parganas, as mentioned and described in the SCHEDULE 'A' hereunder written.
- (e) **BUILDING**: shall mean the proposed building to be constructed on the said property as per sanction Ground plus Four storied building with Lift facility to be sanctioned by The Kolkata Municipal Corporation Borough Office XII.
- (f) COMMON FACILITIES AND AMENITIES: shall include corridors, landings, stair ways, passages ways, driveways, common toilet if any on Ground Floor of the

proposed building and care taker room if any on Ground Floor of the proposed building, pump room, lift, lift room and lift well, meter space, water and water lines and plumbing lines, underground water reservoir, over head water tank, water pump, motor and roof and other facilities as mentioned in the SCHEDULE "C" hereunder written which may be mutually agreed upon BETWEEN the Parties herein and required for establishment, location, enjoyment, provisions, maintenance and/or management of the building and such common areas shall be enjoyed by the flat owners who shall purchase the same from the DEVELOPER.

- OWNERS' ALLOCATION: The OWNERS shall jointly get entire complete (g) Fourth Floor residential flat area and part of the Third Floor from the Northern Side totaling 40% of the total built up area together with 3 (Three) Nos. of Car Parking Space each measuring an area of 135 (One hundred and Thirty Five) Sq.ft. more or less to be situated on the Ground floor of the proposed Ground Plus Four Storied building. Besides, the DEVELOPER shall also pay the OWNERS an refundable deposit amounting Rs.3,00,000/- (Rupees Three Lac) only out of which (i) Rs.1,00,000/- (Rupees One Lac) only is being paid at the time of execution and registration of this agreement as mentioned in the memo below and balance (ii) Rs.2,00,000/ (Rupees Two Lac) only is to be paid by the DEVELOPER to the OWNERS within one year from the date of execution and registration of this agreement. This deposit sum will be paid back by the OWNERS to the DEVELOPER at the time of handing over Owners' Allocation as mentioned above in the proposed building with an interest @8% per annum. This is called Owner's Allocation as morefully described and mentioned in the SCHEDULE "B" hereunder written. The OWNER shall also enjoy the proportionate share of land together with the right of enjoyment of all the common amenities/facilities of the building and the DEVELOPER shall enjoy the rest construction of the proposed building to be erected at the cost of the DEVELOPER.
- (h) DEVELOPER'S ALLOCATION: shall mean the rest construction of the proposed building excluding the Owners' Allocation of the proposed building i.e. entire complete First Floor, entire complete Second Floor and remaining flat area on Third floor (excluding Owner's allocation) and rest Car Parking Space

area on the Ground floor of the proposed building and its sale proceeds of the sanction area of the proposed building as mentioned herein together with undivided proportionate share of land and other common rights and facilities etc. as described in the SCHEDULE 'D' hereunder written.

- (i) THE ARCHITECT: shall mean such persons who will be appointed by the DEVELOPER for both designing and planning the building on the said premises.
- (j) BUILDING PLAN: would mean such plan to be prepared by the Planner/Architect for the construction of the building to be sanctioned by The Kolkata Municipal Corporation Borough Office XII at the cost of the DEVELOPER.
- (k) TRANSFER: with its grammatical variation shall include possession under an Agreement or part performance of a contract and by any other means in accordance with the Transfer of Property Act, 1882.
- (I) 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.
- THIS AGREEMENT: shall take effect from the date of execution of this
 agreement.
- 3. THE OWNERS JOINTLY DECLARE as follows:
- (a) That they are the absolute joint Owners and seized and possessed of and/or well and sufficiently entitled to the said property, as described in the SCHEDULE 'A' below.
- (b) That the said property is free from all encumbrances and the OWNERS have a good marketable title in respect of the said property as described in the SCHEDULE 'A' below.
- (c) That the said land property, is free from all encumbrances, charges, liens lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

- 4. THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT as followings:
- (a) That the OWNERS have hereby granted exclusive right to the DEVELOPER to undertake the new construction on the said property to be constructed by the DEVELOPER in accordance with the plan or plans to be sanctioned by The Kolkata Municipal Corporation at the cost of the DEVELOPER.
- (b) OWNERS' ALLOCATION: The DEVELOPER shall give the OWNERS as the OWNERS' ALLOCATION as described in the SCHEDULE 'B' hereunder written.
- the DEVELOPER for the purpose of obtaining necessary approval and sanction of the building plan and its alternation/ modification/verification of the sanctioned building plan from the appropriate authorities has been prepared signed and submitted by the DEVELOPER for and in the names of the OWNERS at the cost of the DEVELOPER and if any alteration/modification of making further plans for proposed construction are required the OWNERS shall give such written permission to the DEVELOPER without any interruption.
- (d) For all that purpose of sanction of Building plan applications, petitions, affidavits, drawings, sketches and for getting such altered/modified plan or further plans to be approved by the appropriate authorities the DEVELOPER shall appear, represent, sign before the concerned authorities on behalf of the OWNERS in their names and on their behalf in connection with any or all of the matters aforesaid and the OWNERS, in such circumstances, shall give assistance/co-operation/signatures whenever necessary to the DEVELOPER for the interest of the proposed project.
- (e) That the DEVELOPER-Firm shall erect the building in the said premises as per said sanctioned building plan and for the same the OWNERS shall put their signatures as and when necessary and the during construction or after construction the DEVELOPER shall sell only the Developer's allocation together with



proportionate undivided land share and other common rights to the intending purchasers and receive part or full consideration money from the sale of part or full of **DEVELOPER'S ALLOCATION** to be erected at the cost of the **DEVELOPER**.

- (f) The DEVELOPER shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and thing necessary for the purpose of developing the said property in order to make it perfect in all respects for construction of a Ground plus three storied building thereon in accordance with the building plan to be sanctioned by The Kolkata Municipal Corporation Office at the cost of the DEVELOPER.
- The DEVELOPER shall make, build, construct, supervise and carry out all the acts through contractors and sub-contractors in such manner as may be thought fit and proper by it for such construction of the said proposed building according to the building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office referred to in this Agreement on the said Property and shall file applications etc. for obtaining water, electric, sewerage and other connections and other amenities and facilities required for the beneficial use and enjoyment of the occupiers of the proposed building to be constructed in the said property in terms of this Agreement.
- (h) That the DEVELOPER shall be exclusively entitled to its respective share of the DEVELOPER'S ALLOCATION of the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- (i) The **DEVELOPER** shall apply in the names of the **OWNERS** and represent them before the Government Authorities, local and public bodies if required in connection with the proposed construction work and the said building thereon in terms of this agreement and the **OWNERS** shall not raise any objections for it on the contrary the **OWNERS** shall give full co-operations for doing the proposed project.

- (j) That the DEVELOPER shall at its own costs construct and complete the proposed building at the said premises in accordance with the sanctioned building plan to be sanctioned by The Kolkata Municipal Corporation Office and as well as hereby annexed specifications and the DEVELOPER shall take all the responsibility and risk regarding the construction of the proposed building and further covenant to complete the said building within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over possession of the SCHEDULE 'A' mentioned property whichever is later.
- (k) That the DEVELOPER shall install in the said building at its own costs pump operated water connection through water lines in each floors/flats, water storage tanks, overhead water reservoir with suitable pump, electric wiring and installations other electrical things and also other facilities as are required to be provided in the new building constructed for sale of the flats etc. therein on Ownership basis and as mutually agreed upon.
- 5. THE OWNERS HEREBY AGREE AND CONVENANT WITH THE DEVELOPER as follows:-
- (i) Not to cause any interference or hindrance whatsoever in the construction of the said building at the said premises by the DEVELOPER.
- (ii) Not to do any act or things whereby the DEVELOPER may be prevented from selling, assigning and/or disposing of any portion of the property or portion of the DEVELOPER'S ALLOCATION in the building to be erected at the said premises as mentioned herein.
- (iii) The OWNERS positively give vacant possession of the entire premises as mentioned in the SCHEDULE 'A' hereunder to the DEVELOPER for making construction work of the proposed building as per sanctioned building plan to be sanctioned by the concerned The Kolkata Municipal Corporation Office at the cost of the DEVELOPER within 24 (Twenty four) months from the date of sanction of the building plan and also from the date of taking over possession whichever is later.

- building, as described in the SCHEDULE 'D' hereunder written TOGETHER WITH proportionate undivided share of land of the said premises and the common areas and facilities proportionately and proportionate services of common places. The DEVELOPER shall receive the advance and advances or part or full i.e. entire consideration money from the intending purchasers of the relative flats and/or all other portions of the building from the DEVELOPER'S ALLOCATION as per its terms and conditions and the DEVELOPER shall decide and fix up the such consideration money upon its allocation and services the same for the intending Purchaser(s) and by virtue of this Agreement the DEVELOPER shall have right to execute and register all the Conveyance, Deeds or Agreement for sale in favour of the intending Purchasers only upon the DEVELOPER'S ALLOCATION.
- (v) The OWNERS hereby empower and authorize the DEVELOPER to do this project in connection with the said property as described in the SCHEDULE A hereunder written such as to sell or any kind of transfer of the DEVELOPER'S ALLOCATION through registered deeds and to make agreement for sale, to advertise the project through any media, to appoint different persons for the project, to get sanction of the building plan as well sewerage plan and to take water or electric connection therein and also to execute any document, declaration or affidavit for the interest of the project etc. to appoint different type of professional men, to appoint Advocate, to receive part or full consideration money on the DEVELOPER'S ALLOCATION, to negotiate any matter for the said property etc.
- 6. THE DEVELOPER HEREBY AGREE AND COVENANT WITH THE OWNERS as follows:-
- (i) To get maximum sanction area from The Kolkata Municipal Corporation the DEVELOPER will take all the necessary steps and such sanction of modification or alteration is required shall be done at DEVELOPER'S cost.
- (ii) To complete the construction of the building within 24 (Twenty four) months from the date of sanctioning the building plan in the premises as well as from the date of



taking over vacant possession on the land whichever is later. It is noted that due to unforeseen circumstances or act of God such as earthquake, flood, riot, any prevailing rule, cyclone or tempest if the such construction work is hampered the such delay shall not be counted and the **DEVELOPER** shall have liberty to extend the time till the period of 'Force Majeure' subsists.

- (iii) Not to violate or contravene any of the provisions or rules applicable for construction of the said building.
- (iv) Not to do any act, deed or thing from the part of the OWNERS whereby the DEVELOPER is prevented from enjoying, selling, assigning and/or disposing of any of the DEVELOPER'S ALLOCATION in the said building.
- (v) Completion time of the project shall be 24 (Twenty four) months from the date of sanction of the building plan by K.M.C. and also from the date of taking over vacant possession of the SCHEDULE 'A' mentioned property on the land whichever is later with the provision for extension of 6 (Six) months time as grace period.
- (vi) The DEVELOP shall act as per the terms and conditions of this Agreement.
- (vi) All expenses for the project including sanction building plan, soil test, supervision for construction of the proposed building and also Completion Certificate of the building shall be paid by the DEVELOPER. But the OWNERS shall have to pay all the previous outstanding taxes of K.M.C., up to land tax (khajna), all expenses for conversion from 'Beel' to 'Bastu' and initially the DEVELOPER will bear such cost, but subsequently the OWNERS will reimburse the entire cost to the DEVELOPER before handing over the Owners' Allocation. The OWNERS shall have to pay the K.M.C. taxes after getting possession of the Owner's allocation in the said building. The DEVELOPER shall pay the taxes for the period of construction of the building and thereafter the maintenance and also the proportionate taxes in respect of its allocation till the handing over its allocation to the intending Purchasers.

(vii) The complete construction specification shall be part of the agreement under Annexure - X.

7. MUTUAL COVENANT AND INDEMNITIES :-

- (i) The OWNERS hereby undertake that the DEVELOPER shall be entitled to the rest proposed construction excluding the Owners' Allocation and shall enjoy its Allocation without interference or disturbances from its end, provided the DEVELOPER shall perform all the construction work as per the terms and conditions as within mentioned including various specifications as laid down as per Annexure X.
- Attorney in favour of the DEVELOPER to complete the project and also register the conveyance Deeds in favour of the intending purchasers and the DEVELOPER shall also execute and register the necessary Deed of Conveyance in favour of the intending Purchasers on the DEVELOPER'S ALLOCATION of the building and by virtue of this registered Development Agreement the DEVELOPER is hereby also empowered by the OWNERS to execute and register his Allocation to the Third Party in respect of the said property as described in the SCHEDULE A below.
- (iii) The OWNERS shall handover the original Title Deed, link deed if any, K.M.C. Mutation Certificate, paid up K.M.C. Tax bills, B.L. & L.R.O. Mutation Certificate and other original papers in respect of the property to the DEVELOPER at the time of execution and registration of this agreement and the DEVELOPER shall grant receipt for the same in favour of the OWNERS.
- (iv) The OWNERS shall have to pay the necessary maintenance of the building and also the proportionate taxes after taking delivery of the Owner's Allocation. The DEVELOPER shall pay the taxes for the period of construction of the building in respect of building and thereafter the maintenance and also the proportionate taxes in respect of his allocation till the handing over its allocation to the intending Purchasers.

- (v) That during pendency of this Agreement if any one of the OWNER leaves this material world, his/her legal heirs/successors shall have to abide by the terms and conditions of this Agreement without raising any objection and give full cooperation to the DEVELOPER. The OWNERS' ALLOCATION shall then remain unchanged.
- (vi) The DEVELOPER shall have every right to amalgamate the said property with any adjacent plot holders and/or may have right to erect separate building/s side by side and keep the all building/s in one boundary wall.
- (vii) The OWNERS shall take proper initiative to enjoy all easement rights upon the adjacent passage on which the entire project depend upon.

8. ARBITRATION:

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

9. **JURISDICTION:**

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

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

ALL THAT piece and parcel of presently 'homestead' land measuring net land area of 5 (Five) Cottahs 5 (Five) Chittacks 27 (Twenty Seven) Sq.ft. more or less together with one tile shed measuring an area of 100 (One hundred) Sq.ft. whereon a Ground plus Four storied building with Lift facility shall be erected as per sanction building plan to be sanctioned by The Kolkata Municipal Corporation Borough Office – XII, situated at Mouza – Nayabad, J.L. No.25, R.S. No.3, Touzi No.56, Pargana – Khaspur, comprising in R.S. Dag No.191 (Part), under R.S. Khatian No. 145, corresponding to C.S. Dag No. 102, under C.S. Khatian No. 6, within Police Station – Purba Jadavpur and at present within the jurisdiction of The Kolkata Municipal Corporation Ward No.109, known and numbered as K.M.C. Premises No.3552, Nayabad, having Assessee No. 31-109-08-7222-2, Kolkata – 700 099, District – South 24-Parganas, Additional District Sub-Registration Office Sealdah, and the entire property is butted and bounded by:

ON THE NORTH :. Land of Jadavpur Co-operative Plot No. A6/Part of R.S. Dag No.191;

ON THE SOUTH : Land of Jadavpur Co-operative Plot No. A12/Part of R.S. Dag
No.191;

ON THE EAST : 25'-0" wide K.M.C. Road;

ON THE WEST : Land of Jadavpur Co-operative Plot Nos. 188, 189, 190 & 191.

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

The OWNERS shall jointly get entire complete Fourth Floor residential flat area and part of the Third Floor from the Northern Side totaling 40% of the total built up area together with 3 (Three) Nos. of Car Parking Space each measuring an area of 135 (One hundred and Thirty Five) Sq.ft. more or less to be situated on the Ground floor of the proposed Ground Plus Four Storied building. Besides, the DEVELOPER shall also

pay the OWNERS an refundable deposit amounting Rs.3,00,000/- (Rupees Three Lac) only out of which (i) Rs.1,00,000/- (Rupees One Lac) only is being paid at the time of execution and registration of this agreement as mentioned in the memo below and balance (ii) Rs.2,00,000/- (Rupees Two Lac) only is to be paid by the DEVELOPER to the OWNERS within one year from the date of execution and registration of this agreement. This deposit sum will be paid back by the OWNERS to the DEVELOPER at the time of handing over Owners' Allocation as mentioned above in the proposed building with an interest @8% per annum. The OWNERS shall also enjoy the undivided proportionate share of land togetherwith the right of enjoyment of all the common amenities/facilities of the building.

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

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

SCHEDULÉ – 'D' ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

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

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

WITNESSES:

1. Alshejik Kumar Meshe 1. Soham Dasqueli. 6911, Baghajaten Plea Kolletz- 70086 2. N. Dassel (Numberger)

SIGNATURE OF THE OWNERS

2. Jakesh Mishra Alvocale Wigh Court, Calentto

BINAYAK GROUPS Sudip kuma Mandal

Proprietor

SIGNATURE OF THE DEVELOPER

DRAFTED & PREPARED BY:

Tapesh Mishra (20

(TAPESH MISHRA)

ADVOCATE [Enrol. No. F/1224/07]

HIGH COURT, CALCUTTA

Resi-cum-Chamber: 69/1, Baghajatin

Place, Kolkata-700086

Mob. 9836115120

Email:tapesh.mishra85@gmail.com

MEMO OF CONSIDERATION

RECEIVED the sum of Rs.1,00,000/- (Rupees One Lac) only from the **DEVELOPER** herein as refundable advance sum out of total refundable sum of Rs.3,00,000/- (Rupees Three Lakh) only as mentioned in the Owner's Allocation of this Agreement in the manner followings:-

SI. No.	Date	Cheque No.	Name of the Bank and Branch	Amount Rs.
1.	07.12.2017	823167	Syndicate Bank, Kolkata- Purbalok Branch, Kolkata – 700099.	Rs.1,00,000.00
	ees One Lakh or		meshe 1. Soham	Rs.1,00,000.00
	69/1, BO	ghejat.	m Alex	it (Wight Dasgor
2.	Tapish Mis High Court,	kra Horocali ileutta?	SIGNATURE OF	THE OWNERS

SCHEDULE OF WORK (SPECIFICATION OF THE BUILDING CONSTRUCTION)

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

- 1. Entire Floor Marble (2 X 2 size) in inside of flat.
- 2. Sal wood frame in door.
- 3. Factory made phenol bonded ply flush door shutter in door.
- 4. M.S. Grill and Aluminum with glass fitted sliding Window.
- 5. Plaster of Paris in wall.
- 6. Weather coat or equivalent paint in outside wall.
- 7. Synthetic enamel paint in doors & windows (ICI/Berzer).
- 8. Colour glazed tiles (8"x12") in W.C. and toilets upto 6 ft. height and 3 ft. height in kitchen.
- 9. Black stone slab on kitchen platform.
- Steel sink in kitchen.
- 11. Concealed electrical & water supply line.
- 12. Verandah railing up to window seal height.
- White vitreous commode, pan, and basin of Hindware/Parryware. 13.
- Main door one side Teak finishes with necessary fittings and one collapsible gate on main gate for the land Owner only.
- 3'-0" high parapet wall will be provided all around the roof. 15.
- ESSCO Mark plumbing fittings.
- Two Nost gate in boundary wall for easy access. 17.
- Lift(GEE/Elevators or equivalent) to be installed 18.

ELECTRICAL SPECIFICATION OF FLAT

- 1. Bed Room
- 2 Light points, 1 Fan point, 1 Plug point.
- Drawing/Dining
- 2 Light points, 2/3 Fan point, 1 Plug point, 1 Telephone
- . . point, 1 Cable point, 1 Plug point (15 amp.), 1 Calling Bell point.
- Kitchen
 - 1 Light point, 1 Plug point (15 amp.), 1 Exhaust Fan point, 1 Chimney point, 1 Plug point (5 amp.).

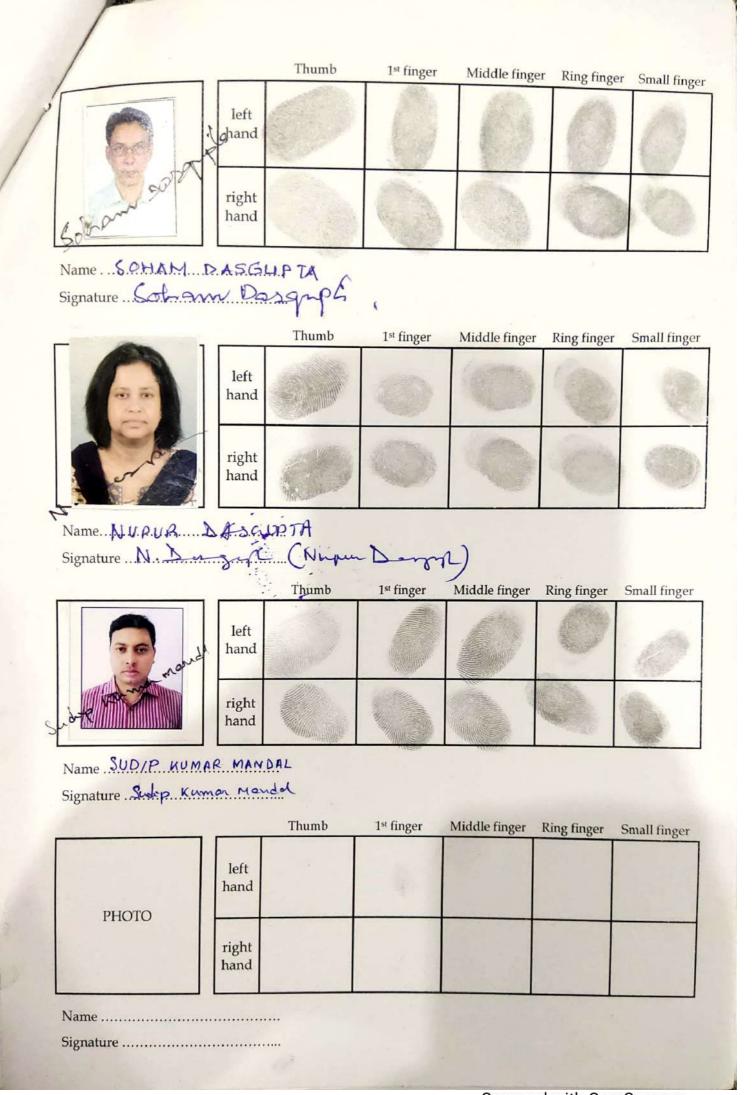
- 2 Light points, 1 Geyser point, 1 Exhaust Fan point.

- Marie ea C Toilet
- W.C. 5.
- 1 Light point, 1 Exhaust Fan point.
- Verandah 6.
- 1 Light Point, 1 Plug point (15 Amp.).
- Flat wise separate Main Switch. 7.

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

BINAYAK GROUPS

DEVELOPER.
Soham Dassprota
N. Dassprota
N. Dassprota



Govi. or vvest bengar Directorate of Registration & Stamp Revenue e-Challan

19-201718-012973147-1

Payment Mode

Online Payment

Date: 07/12/2017 08:37:24

Bank:

HDFC Bank

416801495

BRN Date: 07/12/2017 08:38:16

EPOSITOR'S DETAILS

ld No.: 16300001681053/1/2017

[Query No./Query Year]

Name:

TAPESH MISHRA

Contact No.:

Mobile No.:

+91 9836115120

E-mail:

Address:

691 BAGHAJATIN PLACE KOLKATA 700086

Applicant Name:

Mr Tapesh Mishra

Office Name:

Office Address:

Status of Depositor:

Advocate

Purpose of payment / Remarks:

Sale, Development Agreement of Construction agreement

PAYMENT DETAILS

SI. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
	16300001681053/1/2017	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	16300001681053/1/2017	Property Registration Registration	0030-03-104-001-16	1053
		1003		40074

•...Total

10974

In Words:

Rupees Ten Thousand Nine Hundre Seventy Four only

Sudip Ruma mander







ভারত সরকার Unique Identification Authority of India Government of India

তালিকাছন্তির আই ডি / Enrollment No.: 1111/29036/14765

To Sudip Kumar Mandal সূদীপ কুমার কলে S/O: Samir Kumar Mandal JADURHATI Jadurhati Jadurhati, North 24 Parganas West Bengal - 743293



KH193950825F

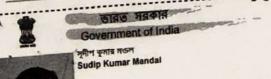
19395082



আপনার আধার সংখ্যা / Your Aadhaar No. :

2225 3389 8869

আধার – সাধারণ মানুষের অধিকার





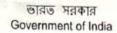
জ মতাবিৰ / DOB: 09/05/1978 পুৰুষ / Male



2225 3389 8869

আধার – সাধারণ মানুষের অধিকার







ৰুপুর দাসগুৱ Nupur Dasgupta পিতা : বিরেন্দ্র মোহন ভটাচার্য্য Father : Birendra Mohan Bhattacharya জন্মভারিষ / DOB : 09/11/1959

मश्ना / Female



2035 5967 4504

আধার – সাধারণ মানুষের অধিকার

<u>ज</u>िमान

ভারতীয় বিশিষ্ট পারচয় প্রাধকরণ Unique Identification Authority of India

স্ত্রিকানা: 75, ফিনুষান পার্ক, শরৎ বোস রোড, কোলকাভা, শরৎ বোস রোড, পশ্চিম বঙ্গ, 700029 Address: 75, HINDUSTHAN PARK, Sarat Bose Road, Kolkata, Sarat Bose Road, West Bengal, 700029

2035 5967 4504



help @ uidat.go

www.uidai.gov.in

N. Jarger



इस कार्ड के खो / गिल जाने घर कृष्या जारी करने वाले प्राधिकारी को स्थित / बापस कर दें संयुक्त आयकर आयुक्त(घढति एवं तकनीकी), थी-7, धीरंगी रक्तावर, कलकता - 700 069.

In case this card is lost/found, kindly inform/return to the Issuing authority:

Joint Commissioner of Income-tax(Systems & Technical),
P-7,
Chowringhee Square,
Calcutta-700 069.

N. Surgh



ভারত সরকার Government of India



সোহম দাসগুৱ Soham Dasgupta পিতা : পিযুস দাসগুৱ Father : Piyus Dasgupta জন্মভারিখ / DOB : 20/05/1956 পুরুব / Male



7964 7428 1213

আধার – সাধারণ মানুষের অধিকার

ভারতী্য বিশিষ্ট পরিচ্য গ্রাধিবরণ
Unique Identification Authority of India
ঠিকালা:
75, ফিলুমান পার্ক, শরং বোস
রোড, কোলকাভা, শরং বোস
রোড, গডিম বঙ্গ, 700029
Road, West Bengal, 700029

7964 7428 1213





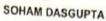


स्थाई तेखा संख्या /PERMANENT ACCOUNT NUMBER



AEJPD3498Q

नान /NAME





पिता का नाम FATHER'S NAME PIJUS DASGUPTA

जन्म तिथि /DATE OF BIRTH 20-05-1956

हस्ताक्षर /SIGNATURE

30329-16°

Ellas

COMMISSIONER OF INCOME-TAX, W.B.

-3000 9 ple

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / वापस कर दें संयुक्त आयंकर आयुक्त पद्धति एवं तकनीकी), पी-7 चौरंगी स्क्वायर, कलकता - 700 069.

In case this card is lost/found,kindly inform/return to the issuing authority: Joint Commissioner of Income-tax(Systems & Technical), P-7, Chowringhee Square, Calcutta- 700 069.

Major Information of the Deed

peed No:	I-1630-03644/2017	Date of Registration	07/12/2017						
Query No / Year	1630-0001681053/2017	Office where deed is r	egistered						
Query Date 07/12/2017 8:32:34 AM		D.S.R V SOUTH 24-PARGANAS, District: South 24-Parganas							
Applicant Name, Address & Other Details	Tapesh Mishra High Court, Calcutta, Thana: Har 700001, Mobile No.: 983611512	are Street, District : Kolkata, WEST BENGAL, PIN -							
Transaction		Additional Transaction							
[0110] Sale, Development <i>i</i> agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Propert 1,00,000/-]	aration: 2], [4311] Other						
Set Forth value		Market Value							
Rs. 2/- Stampduty Paid(SD) Rs. 10,021/- (Article:48(g))		Rs. 66,92,127/- Registration Fee Paid Rs. 1,053/- (Article:E, E, B, M(b), H)							
						Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urba

Land Details:

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No. 3552, Ward No: 109

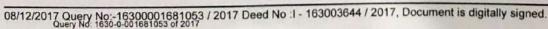
Sch No	Plot Number	Khatian	Land Proposed	The state of the s	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	Number	Humber	Bastu		5 Katha 5 Chatak 27 Sq Ft	1/-		Width of Approach Road: 25 Ft.,
	Grand	Total:			8.8275Dec	1 /-	66,62,127 /-	

Sch	Structure	Area of	Setforth	Market value	Other Details
No	Details	Structure	Value (In Rs.)	(In Rs.)	
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure

Floor No: 1, Area of floor: 100 Sq Ft.,R Tiles Shed, Extent of Completion: Complete

	The second second			
Total:	100 sq ft	1/-	30,000 /-	





nd Lord Details :

NO

Name, Address, Photo, Finger print and Signature

Mr Soham Dasgupta (Presentant) Son of Late Pijush

Dasgupta

Executed by: Self, Date of Execution: 07/12/2017 , Admitted by: Self, Date of Admission: 07/12/2017 ,Place

Name

: Office





Fringerprint

Soham Dasgujó

07/12/2017

Signature

Signature

75, Hindustan Road, P.O:- Sarat Bose Road, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEJPD3498Q, Status: Individual, Executed by: Self, Date of Execution: 07/12/2017

, Admitted by: Self, Date of Admission: 07/12/2017 ,Place : Office

Smt Nupur Dasgupta
Wife of Mr Soham
Dasgupta

Executed by: Self, Date of Execution: 07/12/2017, Admitted by: Self, Date of Admission: 07/12/2017, Place

: Office





Fringerprint

N. Dayer (Nyun Daryer)

LT 07/12/2017

75, Hindustan Road, P.O:- Sarat Bose Road, P.S:- Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: ADSPD1489M, Status: Individual, Executed by: Self, Date of Execution: 07/12/2017, Admitted by: Self, Date of Admission: 07/12/2017, Place: Office

Developer Details:

SI	Name, Address, Photo, Finger print and Signature	
1	Binayak Groups B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, B/35, Ganganagar, P.O:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, P.D. Purba Jadabpur, District:-South 24-Parganas, West Bengal, P.D. Purba Jadabpur, District:-South 24-Parganas, West Bengal, P.D. Purba Jadabpur, P	

Representative Details :

Name, Addres	s,Photo,Finger	print and Signatur	•	
1 Na	me	Photo	Finger Print	Signature
Mr Sudip Kum Son of Mr Sami Date of Execution 07/12/2017, A Self, Date of Ad 07/12/2017, Pl Admission of Ex	r Kumar Mondal on - dmitted by: mission: ace of			Sudjo kuman Mondal-
Admission of Ex	ecution. Office	Dec 7 2017 1:12PM	LTI 07/12/2017	07/12/2017

Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700099, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKNPM2537P Status : Representative, Representative of : Binayak Groups (as Proprietor)

Identifier Details :

Name & address

Mr Tapesh Mishra

Son of Mr Debes Kumar Misra

High Court, Calcutta, P.O:- GPO, P.S:- Hare Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700001, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, , Identifier Of Mr Soham Dasgupta, Smt Nupur

Dasgupta, Mr Sudip Kumar Mandal

Japosh Mishra

07/12/2017

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr Soham Dasgupta	Binayak Groups-4.41375 Dec
2	Smt Nupur Dasgupta	Binayak Groups-4.41375 Dec
Trans	fer of property for S1	
	From	To. with area (Name-Area)
1	Mr Soham Dasgupta	Binayak Groups-50.00000000 Sq Ft
2	Smt Nupur Dasgupta	Binayak Groups-50.00000000 Sq Ft

Endorsement For Deed Number : I - 163003644 / 2017

On 07-12-2017

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

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

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

Presented for registration at 13:05 hrs on 07-12-2017, at the Office of the D.S.R. - V SOUTH 24-PARGANAS by Mr Soham Dasgupta, one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 66,92,127/-

08/12/2017 Query No:-16300001681053 / 2017 Deed No :I - 163003644 / 2017, Document is digitally signed.

Dans 24 of 26

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

Recution is admitted on 07/12/2017 by 1. Mr Soham Dasgupta, Son of Late Pijush Dasgupta, 75, Hindustan Road, O: Sarat Bose Road, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession Business, 2. Smt Nupur Dasgupta, Wife of Mr Soham Dasgupta, 75, Hindustan Road, P.O: Sarat Bose Road, Thana: Gariahat, , South 24-Parganas, WEST BENGAL, India, PIN - 700029, by caste Hindu, by Profession

Indetified by Mr Tapesh Mishra, , , Son of Mr Debes Kumar Misra, High Court, Calcutta, P.O: GPO, Thana: Hare Street, City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 07-12-2017 by Mr Sudip Kumar Mandal, Proprietor, Binayak Groups (Sole Proprietoship), B/35, Ganganagar, P.O:- Mukundapur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN -

Indetified by Mr Tapesh Mishra, , , Son of Mr Debes Kumar Misra, High Court, Calcutta, P.O. GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,053/- (B = Rs 1,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,053/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/12/2017 8:38AM with Govt. Ref. No: 192017180129731471 on 07-12-2017, Amount Rs: 1,053/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 416801495 on 07-12-2017, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

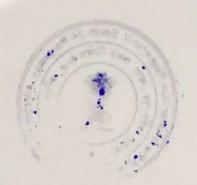
Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,921/-Description of Stamp

1. Stamp: Type: Impressed, Serial no 108347, Amount: Rs.100/-, Date of Purchase: 28/11/2017, Vendor name: A K Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/12/2017 8:38AM with Govt. Ref. No: 192017180129731471 on 07-12-2017, Amount Rs: 9,921/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 416801495 on 07-12-2017, Head of Account 0030-02-103-003-02

Grosen tropa dryng

Sati Prosad Bandopadhyay DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-**PARGANAS** South 24-Parganas, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2017, Page from 112335 to 112370 being No 163003644 for the year 2017.



Grahew tropa Myras

Digitally signed by SATIPRASAD BANDYOPADHYAY

Date: 2017.12.08 11:50:01 +05:30 Reason: Digital Signing of Deed.

(Sati Prosad Bandopadhyay) 08-12-2017 11:49:56 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)