11415/2021 I 10170/202

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL AK 97694

A.R.A. III

DEVELOPMENT AGREEMENT OF PREMISES NO. 26/2 MANOHARPUKUR ROAD, KOLKATA - 700 029.

This Agreement is made this 4th day of October, 2021

BETWEEN

Smt. Jayanti Gooptu (PAN : AOKPG 1942 F and Aadhar no. 4225 9795 1590) wife of Late Sanjoy Gooptu a citizen of India by faith Hindu by occupation Housewife residing at premises no. 26/2 Manoharpukur Road, P. O. Rashbehari P. S. Lake Kolkata - 700 029 and **Smt. Meenakshi Dutta** (PAN : AFDPD 1221 N and Aadhar no. 2356 9776 8813) wife of Late Ashoke Kumar Dutta a citizen of India by faith Hindu by occupation Housewife residing at premises no. GD-14, Sector - III Salt Lake City, P. O. Bidhannagar IB Market, P. S. Bidhannagar North, Kolkata - 700 106 hereinafter jointly referred to as the **Owners** (which

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030487

Sl. No.....Date.....04 OCT 2021

Name.....04 OCT 2021.....

Add.....

AMT.....100.....

BGA Realtors -

P-399, H.M. Bose

Kol-29

SOUMITRA CHANDA
Licensed Stamp Vendor
8/2, K. S. Roy Road, Kol-1

OFFICE OF THE ADDL. REGISTRAR OF ASSURANCES
CALCUTTA

expression shall unless excluded by or repugnant to context include their respective legal heirs, executors, administrators, legal representatives and assigns) of the **One Part :**

A N D

BGA Realtors (PAN : AAHFB 6714 F) a registered partnership firm having office at P-399 Hemanta Mukhopadhyay Sarani P. O. Sarat Bose Road, P. S. Lake (Rabindra Sarobar) Kolkata -700 029 represented by its partner **Sri Rajib Ghose** (PAN : AJVPY 5686 J and Aadhar No. 4722 7387 8888) son of Late Bimalendu Ghose a citizen of India by faith Hindu by occupation business residing at P-399, Hemanta Mukhopadhyay Sarani P. O. Sarat Bose Road, P. S. Rabindra Sarobar Kolkata - 700 029 hereinafter referred to as the **Developer** (which expression shall unless excluded by or repugnant to context include its partners and their respective heirs, executors, administrators, legal representatives and permitted assigns) of the **Other Part :**

W H E R E A S :

A. In terms of the Deed of Transfer dated 2nd December 1960 executed by Birendra Chandra Gooptu as Executor & Trustee and registered with the Registrar of Assurances Calcutta in Book no. I, Volume no. 145 Pages from 284 to 298 Being no. 5772 for the year 1960 inter alia the property comprised of land measuring about 4 (four) cottahs more or less with two storied building built and standing thereon being municipal premises no. 26/2 Manoharpukur Road, Kolkata - 700 029 fully described in the Schedule hereunder written and hereinafter referred to as the "said premises/property" was transferred in favour of Sri Sourendra Chandra Gooptu since deceased as beneficiary under the last Will and Testament dated 13th December 1952 of Krishna Kishore Gooptu deceased probate dated 8th March 1956 whereof was granted by the Hon'ble High Court at Calcutta.

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

GRN Details

GRN:	192021220091858061	Payment Mode:	Online Payment
GRN Date:	04/10/2021 11:06:49	Bank/Gateway:	HDFC Bank
BRN :	1580285522	BRN Date:	04/10/2021 11:10:50
Payment Status:	Successful	Payment Ref. No:	2001896467/5/2021 [Query No/*/Query Year]

Depositor Details

Depositor's Name:	BGA REALTORS
Address:	P 399 H M SARANI Kolkata - 29
Mobile:	9830378487
Contact No:	9830378487
Depositor Status:	Buyer/Claimants
Query No:	2001896467
Applicant's Name:	Mr Sanjoy Mondal
Address:	A.R.A. - III KOLKATA
Office Name:	A.R.A. - III KOLKATA
Identification No:	2001896467/5/2021
Remarks:	Sale, Development Agreement or Construction agreement Payment No 5

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001896467/5/2021	Property Registration- Stamp duty	0030-02-103-003-02	20
2	2001896467/5/2021	Property Registration- Registration Fees	0030-03-104-001-16	98
			Total	118

IN WORDS: ONE HUNDRED EIGHTEEN ONLY.

B. The said Sourendra Chandra Gooptu thus came to be seized and possessed of the said premises as absolute owner thereof, got his name mutated in the assessment records of the Kolkata Municipal Corporation as owner thereof and was using the same as residential house for himself and his family.

C. The said Sourendra Chandra Gooptu died on 25th December 1985 leaving behind his last Will and Testament dated 4th December 1985 whereunder he bequeathed inter alia the said premises unto his two sons namely Sanjoy Gooptu and Samudra Gooptu subject to life interest of his wife Smt. Prova Gooptu and in Probate Application bearing no.153 of 1988, the Probate to the said Will of Sourendra Chandra Gooptu was granted by the Hon'ble High Court at Calcutta in favour of the Executrix and Executors named therein.

D. The said Prova Gooptu died in the year 2003 and upon her death the said Sanjoy Gooptu and Samudra Gooptu became entitled to the said premises as absolute owners thereof with each of them having equal half share and interest therein.

E. The said Samudra Gooptu died on 28th March 2006 leaving behind his last Will and Testament dated 15th February 2002 whereby he bequeathed his properties and effects including his half share in the said premises in favour of his sister Smt. Meenakshi Dutta one of the Owners herein and Smt. Meenakshi Dutta applied for grant of Probate to the said Will dated 15th February 2002 in Act 39 Probate Case no. 189 of 2006 which upon being contested by the said Sanjoy Gooptu during his life time and thereafter by his son Sourya Gooptu was marked contentions cause and numbered as O. S. No. 04 of 2010 in the Court of the Learned Additional District Judge, 13th Court at Alipore.

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F. In terms of the order dated 25th April 2017 whereby the said O. S. no. 04 of 2010 was allowed and O. S. no. 05 of 2010 filed by Sourya Gooptu son of said Sanjoy Gooptu for grant of probate to the previous Will dated 29th December 1999 of the said Samudra Gooptu was dismissed and the Certificate of Probate dated 8th June 2018 to the said Will dated 15th February 2002 was granted to Smt. Meenakshi Dutta.

G. The appeals being F. A. No. 21 of 2019 and F. A. No. 36 of 2019 filed by the said Sourya Gooptu in the High Court at Calcutta against the said order dated 25th April 2017 passed in O. S. No. 04 of 2010 and O. S. No. 05 of 2010 were dismissed as withdrawn by the order dated 21st December 2020 in view of settlement dated 4th December 2020 arrived at between the Owners and the Confirming Parties.

H. In the meantime the said Sanjoy Gooptu who died in the year 2012, during his life time by the Deed of Gift dated 20th April 2010 registered with the office of the Additional Registrar of Assurance - 1 Kolkata in Book no. 1, CD Volume no. 10 Pages from 6972 to 6981 Being no. 03993 for the year 2010 made gift of his half share in the said premises in favour of his wife Smt. Jayanti Gooptu one of the two owners herein.

I. In the circumstances recited hereinbefore the Owners are seized and possessed of the said premises as co-owners thereof with each of them being entitled to equal half share and interest therein.

J. By the said Settlement dated 04.12.2020 to which the son and daughter of Smt. Jayanti Gooptu were also parties, the Owners agreed to have the said premises developed through a suitable developer by

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construction of a new residential building thereat on the principal terms mentioned therein.

K. Upon coming to know of the decision of the Owners to have the said premises developed, the Developer has offered to develop the said premises by construction of a new building thereat and after discussions the Owners and the Developer have arrived at agreement whereby the Developer has agreed to develop the said premises by construction of a new residential building thereat.

Now this Agreement witnesseth as under :

1. In this agreement unless the context otherwise requires various expressions used shall have meaning assigned to them as hereafter mentioned.

(i) "Premises" or "Property" shall mean municipal premises 26/2 Manoharpukur Road, P. O. Rashbehari, P. S. Lake, Kolkata - 700 029 under Kolkata Municipal Corporation Ward no. 84 fully described in the First Schedule hereunder written.

(ii) "Architect" shall mean the person or firm of persons whom the Developer will appoint for designing and planning of new building to be constructed at the said premises and preparation of Building Plan and any modifications thereto and to be submitted to the Kolkata Municipal Corporation and other concerned authorities for approval and issuance of Building Permit.

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(iii) "Building plan" shall mean the Building Permit for the plan for construction of new residential building at the said premises granted by the Kolkata Municipal Corporation and other concerned authorities if any and any modifications, amendments, alterations and regularisations thereto as may be sanctioned and allowed by the concerned authorities and includes all drawings, designs, elevations, specifications forming part thereof.

(iv) "Unit" shall mean super built up area of a specified portion in the new building capable of being held used and enjoyed independently of other portions of the building.

(v) "Common portions" shall mean and include all common parts, portions, areas, installations, facilities, amenities for common use by all the unit holders in the new building for effective and beneficial use of their respective units and includes boundary walls, driveways, pathways, passages, visitor's car parking space and other areas on ground floor excepting car parking space specifically forming part of units, staircase, lobbies, lift, lift installations, security room, service toilet, quarter for durwan or security guard, meter room, water pump, pump room, water reservoir, reasonably sized community hall if permitted under the Building Rules of the Kolkata Municipal Corporation on the ground floor or roof of the new building roof, overhead water tanks, water pipes for carrying water from reservoir to overhead water tank and distribution therefrom to respective residential units and ground floor, electricity installations, electricity line for common purposes, drainage & sewage connection and drain pipes and any other

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portions installations and facilities that may be specified or necessary for common purpose and user.

(vi) "Owners allocation" shall mean and include residential flat/unit on entire 3rd floor and one car parking space in the new building under allocation of Smt. Jayanti Gooptu and residential flat/unit on entire 2nd floor and one car parking space in the new building under allocation of Smt. Meenakshi Dutta together with proportionate undivided and impartible share in land comprised in the said premises and common areas and portions.

(vii) "Developer's allocation" shall mean and include residential flats/units on 1st floor and 4th floor and 2 nos. car parking space in the new building together with proportionate undivided and impartible share in land comprised in the said premises and common areas and portions.

(viii) "Proportionate" shall mean ratio that the area of a particular unit bears to the total area of all the units forming part of the new building.

(ix) Words importing singular shall include plural and vice versa.

(x) Words importing masculine gender shall include feminine and neuter gender and likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing neuter gender shall include masculine and femine genders.

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2. The Owners have represented to and assured the Developer as under :

(a) The Owners are the absolute owners of municipal premises no. 26/2 Manoharpukur Road Kolkata – 700 029 fully described in the Schedule hereunder written as more fully mentioned in the recitals hereinbefore.

(b) No person other than the Owners has any right, title and interest of any nature whatsoever in the said property or any part thereof.

(c) The Owners hold the said property free from all encumbrances, charges, liens, lispendens, and no embargo or prohibition exists creating any fetter or restriction upon the right of the Owners to deal with the said property and to enter into this Agreement and that no part of the existing building at the said property is under tenancy or possession of any third party.

(d) The Owners will co-operate with Developer in demolition of old building and structure at the said property, obtaining sanction of Building Permit and construction of new building at the said property and shall give necessary co-operation to the Developer to enable construction of new building which all will be done by the Developer at its own costs and expenses.

The Developer has satisfied itself as to correctness of the aforesaid representations and the title of the Owners to the said property and has thereafter has entered into this Agreement with the Owners.

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3. The Owners have agreed to grant registered Power of Attorney in favour of Mr. Rajib Ghose a partner of the Developer or any other person who may be nominated by the Developer authorising him to represent the Owners before all concerned authorities and to take all necessary steps in accordance with law for obtaining sanction of building plan and for construction of new building at the said property. The said power of attorney shall continue to be valid and binding until the time the development of the said property by construction and completion of new building at the said property is completed in terms of this agreement and shall be binding on the legal heirs of the Owners.

4. Nothing in this agreement shall be construed as demise, assignment or transfer of any right title or interest in the land comprised in the said property or any part thereof by the Owners in favour of the Developer except an exclusive right to the Developer to develop the said property in terms hereof and to deal with the areas/units under the Developer's allocation in the new building to be constructed thereat in accordance with this agreement.

5. In consideration of the terms and conditions hereinafter contained and subject thereto, the Owners hereby grant exclusive right to the Developer to develop the said property by construction of new residential building at the said property at the costs and expenses of the Developer without the Owners being required to contribute any amount whatsoever for construction and completion of the said building in habitable condition or expenses relating thereto.

6. The Developer has agreed to pay to each of the Owners a sum of Rs. 10,00,000/- (Rupees ten lacs) as interest free refundable security deposit out of which a sum of Rs. 1,00,000/- (Rupees one lac) has been

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paid by the Developer to each of the Owners at or before execution of this Agreement receipt whereof the respective Owners hereby admit and acknowledge. The balance amount of Rs. 9,00,000/- (Rupees nine lacs) of the said deposit payable to each of the Owners, shall be paid by the Developer to them at the time of Smt. Jayanti Gooptu with her son Mr. Sourya Gooptu shifting to alternative residential accommodation as mentioned hereafter and making the existing building available to the Developer in vacant condition not later than 15 days of this Agreement, for demolition and construction of new building at the said property in terms of this agreement.

7. The Developer shall prepare the building plan and any modification or alteration thereto for construction of new residential building at the said premises for being submitted to the Kolkata Municipal Corporation and other requisite authorities for sanction in name of the Owners. The building plan shall be prepared in such manner that the new building to be constructed at the said property is commensurate with modern stand-alone buildings with facilities to the extent possible. The Owners shall sign and execute and/or authorise the Developer to sign and execute all plans as may be approved by the Owners, applications, papers and documents required to be submitted to the Kolkata Municipal Corporation and/or other authorities for the said purposes.

8. The Developer shall prepare the building plan in such a manner that the maximum area can be constructed at the said property as per the Building Rules and Regulations of the Kolkata Municipal Corporation. The Developer has informed the Owners that the Built up

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Area of each floor of the new building having 4 floors would be around 1082 sq. ft. more or less.

9. To facilitate sanction of building plan the Owners shall do or cause to be done the following acts, deeds and things :

(a) To have the said property mutated in the names of the Owners in the assessment records of the Kolkata Municipal Corporation wherein the property continues to be recorded in the name of Sourendra Chandra Gooptu since deceased. The Developer shall assist the Owners in having the said mutation done in their names and the costs and expenses that may be incurred by the Developer for the said purpose on actuals, shall be reimbursed by the respective Owners to the Developer in equal share subject to a maximum of Rs. 50,000/-.

(b) The Property Tax of the Kolkata Municipal Corporation upto the month of July, 2021 including arrears if any thereof shall be paid by Smt. Jayanti Gooptu one of the Owners herein without Smt. Meenakshi Gooptu the other Owner herein being required to contribute any amount for such taxes.

(c) The Owners shall at the costs and expenses of the Developer execute and register the Boundary Declaration if required, for sanction of building plan.

10. The Developer will be entitled to carry out all necessary works e.g. survey, soil testing, setting up temporary site office, facilities for storage of construction materials, quarters for watch and ward staff and

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construction workers at its own costs and expenses. The Developer shall also be entitled to put up hoardings and sign boards at the said premises advertising the project.

11. The Developer shall upon completion of the work of survey and soil testing and availability of various departmental clearances/NOCs, shall submit the Building Plan for sanction by the authorities of the Kolkata Municipal Corporation by grant of Building Permit for construction of residential building at the said property within 3 months of availability of all necessary clearances which are likely to take about 3 (three) months from the date hereof and mutation of the said property in name of the Owners in the assessment records of Kolkata Municipal Corporation or such extended period as may be necessary. The said Building Plan, application for grant of Building Permit thereof and related papers shall be signed by the Owners and/or Developer on behalf of the Owners. The costs, charges and expenses including Architect's fees for preparation of Building Plan and sanction fees and charges shall be borne and paid by the Developer. A copy of the Building Plan that is submitted by the Developer for sanction shall be given to each of the Owners. In the event the Developer does not apply for grant of Building Permit within a maximum period of 5 (five) months hereof subject to mutation of the said property in the name of the Owners, the Owners at their option will be entitled to cancel this agreement and forfeit the amount of the said Security Deposit.

12. The Developer shall be entitled to agree to modifications and/or alterations to the said Building Plan as may be required by the authorities of the Kolkata Municipal Corporation and/or Architect in course of proceedings for grant of Building Permit and shall also be entitled to apply for sanction for construction of additional residential area as may be permissible under the Kolkata Municipal Corporation

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Building Rules, 2009 with prior approval of the Owners and on such terms and conditions that the Owners and the Developer may agree with regard to sharing of the additional area which will be only for residential use.

13. The sanction fees and other charges payable for grant of Building Permit shall be borne and paid by the Developer.

14. Immediately upon grant of Building Permit for construction of new building at the said property, the Developer shall provide copies of the Building Permit and Building Plan as sanctioned to each of the Owners the Owners shall make available the said property to the Developer for demolition of existing old building and construction of new building. To facilitate demolition of the old building, Smt. Jayanti Gooptu with her son Sri Sourya Gooptu presently residing thereat has agreed to vacate the said building within 15 days of this Agreement and shift to alternative rented residential accommodation that the Developer has finalised with approval of Smt. Jayanti Gooptu during period of development of the said property. The rent and other goings in respect of the said alternative residential accommodation shall be borne and paid by the Developer without Smt. Jayanti Gooptu being required to share any part thereof throughout the period when she and her son would reside therein and upto the period the 3rd floor in the new building under allocation of Smt. Jayanti Gooptu is ready in habitable condition and she is put in possession thereof for being used as her residence. Smt. Jayanti Gooptu with her son Sri Sourya Gooptu shall vacate the said alternative accommodation provided by the Developer and shift to 3rd floor of the new building at the said property within 1 month of the same being made ready by the Developer in habitable condition. However the electricity charges for use of electricity in the said alternative accommodation shall be paid by Smt. Jayanti

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Gooptu and/or Sri Sourya Gooptu. To enable Smt. Jayanti Gooptu and her son Sri Sourya Gooptu to shift to the said rented alternative accommodation, the Developer has agreed to arrange services of a reliable packer and mover to shift their furniture and other belongings to the said alternative accommodation and for proper storage of the said belongings which cannot be accommodated or are not required in the said alternative accommodation. At the time of putting Smt. Jayanti Gooptu in possession of 3rd floor unit in habitable condition in the new building the Developer shall arrange services of reliable packer and mover for shifting back the furniture and other belongings of Smt. Jayanti Gooptu and her son Sri Sourya Gooptu from the said alternative accommodation and storage facility to the said flat/unit in the new building at the said property. The cost and charges of the packer and mover on both occasions and for storage facility shall be borne and paid by the Developer.

15. The cost of construction and finishing of new building shall be borne and paid by the Developer.

16. Subject to force majeure and/or reasons beyond its control, the Developer shall construct and complete the new building at the said property in accordance with sanctioned plan and any modification thereto within 24 (twenty four) months of receiving Building Permit with grace period of 6 (six) months. The building shall be constructed and completed in habitable condition upon use of good quality materials and fixtures & fittings with all necessary facilities and amenities as mentioned in the Second Schedule hereunder written. For any delay beyond the said grace period, the Developer shall pay to each of Smt. Jayanti Gooptu and Smt. Meenakshi Dutta the mutually agreed compensation of Rs. 30,000/- (Rupees thirty thousand) per month or any part thereof. However the compensation of Rs. 30,000/- per month

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payable by the Developer to Smt. Jayanti Gooptu shall be paid subject to deduction therefrom the rent for the alternative accommodation provided by the Developer to her as provided for hereinbefore. If the compensation bearing delay continues for 6 (six) months or more, the Owners will be entitled to cancel this agreement upon forfeiture of the said Security Deposit and enter into agreement with any other Developer for completion of the building and the new Developer shall reimburse the cost of construction incurred by the Developer till then subject to the developer making over all papers and documents including Building Permit and Building Plan to the new developer required for completion of new building.

17. The Developer shall ensure that there is no deviation from sanctioned plan in construction of new building and shall keep the Owners saved harmless and indemnified for any losses or damages that the Owners may suffer or be put to on account of any deviation.

18. The building shall be deemed to be complete upon being provided with drainage and sewage connection, water supply connection/facility and electricity line upto supply points in units and grant of Completion Certificate.

19. During the period of construction of new building, the under construction building and construction materials and equipments shall be the responsibility of the Developer, the Owners shall not create or put any obstruction, hinderance or impediment in the work of construction and shall grant necessary authorisation to be Developer to defend all claims and/or legal proceedings in relation to the said property which may have the effect of stopping or interfering with or delaying the work of construction.

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20. The Developer's allocation in the new building shall be the residential area on 1st and 4th floors of the said building, 2 nos. car parking space on ground floor together with proportionate undivided and impartible share in land comprised in the said premises and in common areas and portions. In addition to the aforesaid, the Developer shall also be entitled to half share in any additional area that may be constructed in compliance with the Kolkata Municipal Corporation Building Rules and with the consent of the Owners as provided hereinbefore.

21. The residential unit on 2nd floor as per the Building Plan to be sanctioned by Kolkata Municipal Corporation of the new building and one car parking space on ground floor with proportionate, undivided and impartible share in land and in common areas and portions in the new building shall be under allocation of Smt. Meenakshi Dutta and the residential unit on 3rd floor as per the Building Plan to be sanctioned by Kolkata Municipal Corporation of the new building and one car parking space on ground floor with proportionate undivided and impartible share in land and in common areas and portions in the new building shall be under allocation of Smt. Jayanti Gooptu. The Developer shall construct the said 3rd floor and 2nd floor in manner that each of the residential units on respective 2nd and 3rd floors have two separate entrances. The said areas together shall be the Owners' allocation under the agreement.

22. In the event of more than 4 (four) no. car parking space being available in the new residential building, the same shall be shared by the Owners and the Developer in such manner as may be agreed and subject to such agreement the additional car parking space shall form part of respective Owners' allocation and the Developer's allocation.

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23. Subject to agreement of the Owners, the Developer shall be entitled to construct another floor on the roof above the 4th floor of the new building if permitted under the Building Rules of the Kolkata Municipal Corporation and the same shall be shared between the Owners and the Developer as per the agreement that they may enter into. The ultimate roof of the new building shall form part of common area for all the floors in the new building.

24. Upon completion of construction of new building at the said property and grant of Completion Certificate, the Owners shall be put into possession of the respective floors and car parking space under the Owners allocation and the Developer shall be put into possession of the floors and car parking space under the Developer's allocation. In the event the Owners intend to retain the portions under their respective allocation in the new building beyond the date of issuance of Completion Certificate upon getting possession from the Developer, the Owners agree to reimburse to the Developer the amount of GST applicable on the area of their respective allocation as on the date of registration of this agreement.

25. The Owners and the Developer shall be entitled to deal with and dispose of the areas and car parking space in the new building under their respective allocations and shall be entitled to receive and enjoy the sale consideration, lease premium etc. that may be received from transferees thereof.

26. Upon commencement of construction of new building, the Developer shall be entitled to enter into agreements for sale, transfer or grant of lease of areas and car parking space under the Developer's allocation in favour of intending purchasers or lessees and receive the amount of advance/earnest money against the consideration amount.

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27. The parties hereto shall ensure the car parking space under their respective allocations are sold and transferred only to the persons who acquire units in the new building, the transferees agree to be members of the Association/Organisation to be formed for maintenance of common areas, portions and facilities, are liable to pay monthly maintenance charges as may be fixed from time to time and agree to abide by the terms and conditions for use and enjoyment of their respective units and for use of common areas, portions, facilities and amenities as may be framed by the Owners and the Developer or the said Association/Organisation upon its formation.

28. The Owners and the Developer agree to sign and execute all the agreements, deeds and documents for transfer and/or alienation of units in the new building to be constructed at the said property whether under the Owners allocation or under the Developer's allocation. The parties shall ensure that all agreements, deeds and documents entered into with the transferees are in compliance with the West Bengal Apartment Ownership Act 1972 and the Real Estate (Regulation and Development) Act 2016 (RERA) or its equivalent that may be applicable and prevalent or in force in West Bengal at the relevant time. In the event of the Owners or the Developer entering into separate agreements/deeds for transfer of units under their respective allocations, they shall ensure that the said agreements, deeds and documents contain similar terms, conditions and covenants.

29. Necessary stipulation shall be made in all agreements, deeds and documents for transfer and/or alienation of units in the new building to the effect the transferees of respective units shall have only undivided and impartible right to the land comprised in the said premises and in common areas and portions and the absolute and exclusive right of the transferees to ownership and enjoyment is confined to their respective

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units and car parking space if any, with right to use and enjoy the common areas, portions etc. in common with the persons owning other units to the extent necessary for beneficial use and enjoyment of their respective units and car parking space.

30. All Property Taxes of the Kolkata Municipal Corporation in respect of the said premises including arrears thereof upto July 2021 shall be borne and paid by Smt. Jayanti Gooptu and for the period thereafter the said tax shall be borne and paid by the Developer. After notice of possession in respect of units in the new building is issued by the Developer, the Owners or transferees of units as the case may be shall bear and pay the said taxes and the Owners and/or the transferees shall take suitable steps to have their respective units assessed to the Property Tax as independent assessable Unit.

31. As from the date of possession or deemed possession, the transferees of or persons owning the respective units shall become liable to pay monthly maintenance charges as may be fixed.

32. The Owners agree and undertake not to deal with their respective shares/property in the said premises or to enter into any agreement or arrangement for dealing with, encumbering or alienating any part thereof in any manner whatsoever.

33. Mr. Gautam Jatia having PAN : ACHPJ 2586 M and Aadhar no. 5577 4917 0598 son of Sri R. K. Jatia resident of 9 Moore Avenue, Regent Park Kolkata - 700 040 is mutually appointed custodian for safe custody of all originals and certified copies of documents of title relating to the said premises and shall make the same available as and when required by the Developer in connection with proceedings for sanction of building plan, construction of building, defending any proceedings

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against construction work and if required for production thereof before the concerned authorities or for any other bonafide purpose. Upon completion of the building, the said custodian shall make over the said documents to the association of Apartment Owners in the new building and in the event of cancellation of this agreement, the said Custodian shall return the said documents to the Owners.

34. The Developer hereby undertakes to keep the Owners saved harmless and indemnified against all third party claims and actions arising out of any act of commission or omission on part of the Developer in or relating to the construction of the said building and also against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.

35. The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to mean or construed as partnership between the Developer and the Owner or as a Joint Venture between the parties hereto in any manner nor shall the parties hereto constitute an Association of Persons.

36. It is understood that from time to time to facilitate the construction of the building various deeds, matters and things not herein specified may be required to be done and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners for which specific provisions may not have been made herein. The Owners hereby agree and undertake to do and to cause to be done all such acts, deeds matters and things that may be reasonably required to be done in the matter and the Owners shall execute additional power of

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Assurances
Kolkata
24 OCT

attorney and/or authorization as may be required by the Developer for the said purposes all at the costs and expenses of the Developer and the Owners further agree and undertake to sign and execute all such additional applications and other documents as the case may be required provided that all and any of such acts, deeds matters and things do not in any way infringe on the rights of the Owners and/or are not in contravention of provisions of this agreement.

37. Nothing in these presents shall be construed as demise or assignment or conveyance in law of the said property or any part thereof by the Owners in favour of the Developer or as creating any right title or interest in respect thereof in the Developer other than an exclusive licence to the Developer to commercially exploit the same in terms hereof.

38. The Purchasers of any of units under respective allocations of either of the Owners and Developer shall be entitled to obtain Home Loan for purchase of flats from the respective Owners and the Developer as the case may be and the Owners and the Developer shall co-operate with the unit purchasers in obtaining Home Loan by giving their respective "No Objection".

39. This agreement and the Power of Attorney agreed to be granted hereby by the Owners in favour of the Developer and/or its partner will be registered under the Registration Act and cost of stamp duty, registration fees and expenses incidental to registration will be borne and paid by the Developer. This agreement and the power of attorney to be granted in terms hereof shall be binding on the Owners and their respective legal heirs.

40. **FORCE MAJEURE :**

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(a) The parties hereto shall not be considered to be liable for any obligations contained in this presents if non performance thereof happens due to Force Majeure or reasons beyond their control and performance of such obligations shall stand suspended during the duration of the force majeure.

(b) Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, order or restraint from any court of law or statutory or Municipal or judicial or quasi Judicial Authority and/or other act or natural calamities or circumstance beyond the power or control of the parties.

THE FIRST SCHEDULE ABOVE REFERRED TO :

ALL THAT the plot of land measuring about 4 (four) Cottahs more or less together with old two storied building built and standing thereón being Municipal Premises No. 26/2 Manoharpukur Road P. O. Rashbehari P. S. Lake Kolkata – 700 029 under Kolkata Municipal Ward no. 84, butted and bounded as under :

On the North by	:	26 & 26A Manoharpukur 2nd Lane
On the South by	:	60 feet wide Manoharpukur Road
On the East by	:	Premises no. 27 Manoharpukur Road
On the West by	:	Premises no. 26/1A and 26/1B Manoharpukur Road

THE SECOND SCHEDULE ABOVE REFERRED TO :

"SPECIFICATIONS FOR MONOHARPUKUR PROJECT"

STRUCTURE	:	Construction will be of AAC (Autoclaved Aerated Concrete) bricks & RCC designed by our Architect/Engineer.

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Kolkata
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FINISHING	:	External plastered surface shall be painted with Weather Coat or equivalent paint (Asian Paints or Berger) and internal finishing will be with choice of acrylic immersion on POP base ready to paint.
DOORS	:	All Doors shall be 32 mm. thick commercial flush doors with branded stainless steel fittings (**Godrej or Equivalent**). Frames are of Malaysia Sal finished with enamel paint.
WINDOWS	:	Aluminum sliding windows, Powder coated/anodized aluminum frame with toughened glass.
FLOORING	:	1. Ground Floor – Parking Tiles 2. Lobby – Marble Tiles 3. Bed./Living/Dining Room Floor – Vitrified tiles 2'0 X 2'0 4. Kitchen/Toilets Floor – Anti skid tiles
TOILET	:	One white E.W.C. and white porcelain basin. of **Parryware or equivalent Make**. All pipes will be of GI / PVC bearing ISI mark & fittings will be chromium plated (**Jaguar or equivalent make**) Toilet wall will have colored glazed tiles **(Kajaria or equivalent)** up to lintel level. Hot & cold water line at shower place only. Exhaust point with wall opening & Geyser point will be provided in each toilet.
ELECTRICALS	:	All copper electrical wirings(Finolex or equivalent) in concealed conduit; provision for adequate light and power points (At least 2 light points, 1 fan points, 2 electrical sockets) ; telephone and TV outlets in all bedrooms and the living room; premium quality modular plastic switchboards (Legrand or equilivalent) with protective MCBs. In addition kitchen will have sufficient power point for electrical gadgets (1 exhaust fan point, 1 heavy duty socket for microwave and 1 socket for mixers and 2 light points) and one dedicated point for Refrigerator. Calling bell point will *be* provided at the entrance. AC point will be provided in all bedrooms and living room.

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KITCHEN	:	Raised Granite cooking platform with 2ft. high white/colored glazed tiles above cooking platform only and one Steel sink and one tap will be provided.
SEWAGE	:	K.M.C Line.
WATER	:	24 hrs. Water supply will be ensured with pumps and over tanks.
SPECIAL FEATURE	:	All branded premium fittings. Power Backup with DG Set of standard make. 5 passengers Lift Facility Intercom facilities. Servant toilets on the ground floor. Car Parks with sufficient room for ingress and egress.

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

Jayanti Goopta
Meenakshi Dosha

Witnesses :

1. Utpal Das
6, old post office street
Kolkata - 700001

Owners

BGA REALTORS
PARTNER

2. Sanjoy Mondal
6, Old Post office Street
Kolkata - 700001

Developer

Drafted by

Advocate
High Court, Calcutta
WB/984/1976

Additional Registrar of
Assurances
Kolkata
04 OCT

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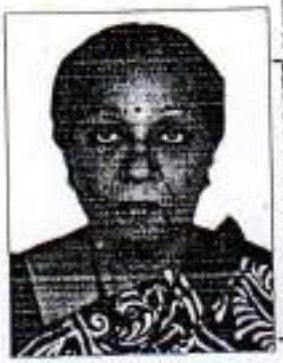
SPECIMEN FORM FOR TEN FINGERPRINTS

Fayanda Gupta

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					



Meenakshi Dhillon

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

Rajesh Mehra

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

PHOTO

	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					

	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
Right Hand					

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Assurances, Kolkata

24 OCT

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

GRN Details

GRN:	192021220085040291	Payment Mode:	Online Payment
GRN Date:	24/09/2021 16:23:10	Bank/Gateway:	HDFC Bank
BRN :	1569126214	BRN Date:	24/09/2021 16:09:09
Payment Status:	Successful	Payment Ref. No:	2001896467/1/2021 [Query No/*/Query Year]

Depositor Details

Depositor's Name:	RAJIB GHOSE
Address:	P-399 HEMANTA MUKHOPADHYAY SAR (KEYATALA LANE)
Mobile:	9830378487
EMail:	PURCHASE@BGAREALTORS.COM
Contact No:	08697347537
Depositor Status:	Buyer/Claimants
Query No:	2001896467
Applicant's Name:	Mr Sanjoy Mondal
Identification No:	2001896467/1/2021
Remarks:	Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/c Description	Head of A/c	Amount(₹)
1	2001896467/1/2021	Property Registration- Stamp duty	0030-02-103-003-02	39921
2	2001896467/1/2021	Property Registration- Registration Fees	0030-03-104-001-16	20021
			Total	59942

IN WORDS: FIFTY NINE THOUSAND NINE HUNDRED FORTY TWO ONLY.

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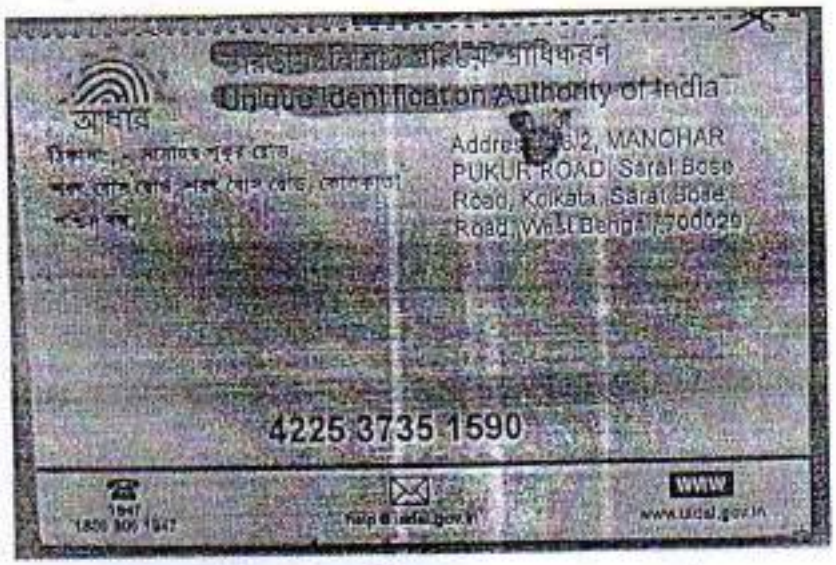
Kolkata

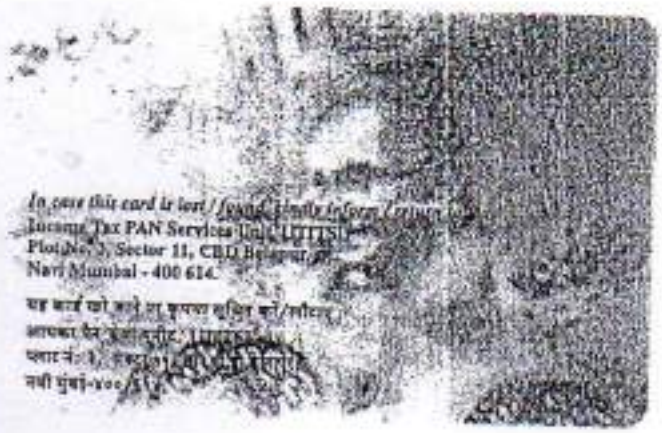
14 OCT

Jayanti Gooptu.



Jayanti Goopte.

Meenakshi Dutta.



আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1111/19822/01553

To
মিনাক্ষী দত্ত
Meenakshi Dutta
G D 14 SALT LAKE
GD BLOCK SECTOR 3
Bidhan Nagar IB Market
Bidhan Nagar IB Market
Salt Lake North 24 Parganas
West Bengal 700106

25/09/2013

4056050 5

NN405605058FT

আপনার আধার সংখ্যা / Your Aadhaar No. :

2356 9776 8813

আধার – সাধারণ মানুষের অধিকার

ভারত সরকার
Government of India

মিনাক্ষী দত্ত
Meenakshi Dutta
পিতা : সৌরেন্দ্র চন্দ্র গুপ্ত
Father : Sourendra Chandra Gooptu
জন্মতারিখ / DOB : 13/06/1940
মহিলা / Female

2356 9776 8813

আধার –, সাধারণ মানুষের অধিকার

Government of India

AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

- Aadhaar is proof of identity, not of citizenship .
- To establish identity, authenticate online .

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Government services in future .

আধার

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

Unique Identification Authority of India

ঠিকানা:
জিডি 14, সল্ট লেক, জিডি ব্লক, সেক্টর 3, বিধান নগর আইবি মার্কেট, উত্তর ২৪ পরগনা, বিধান নগর আইবী মার্কেট, পশ্চিমবঙ্গ, 700106

Address:
G D 14, SALT LAKE, GD BLOCK, SECTOR 3, Bidhan Nagar IB Market, North 24 Parganas, Bidhan Nagar IB Market, West Bengal, 700106

2356 9776 8813

1947
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

Meenakshi Dutta

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

B G A REALTORS

17/05/2006
Permanent Account Number

AAHFB6214E

BGA REALTORS

PARTNER

आयकर विभाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA

HAJIB GHOSE

BIMALENDU GHOSE

02/08/1969

Permanent Account Number

AJVPG5660J

Signature

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

Income Tax PAN Services UNIT, UTITSL

Plot No. 3, Sector 11, CBD Belapur,

Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने का कृपया सूचित करें/लौटाएं

आयकर पैन सेवा यूनिट, UTITSL

प्लाट नं. 3, सेक्टर 11, सीबीडी बेलापुर,

नवी मुंबई - 400 614.

Rajib Ghose

আধার

ভারত সরকার
Unique Identification Authority of India
Government of India

নথিভুক্তির আই ডি / Enrollment No.: 1040/21040/01035

To
রাজীব ঘোষ
Rajib Ghose
P 399 KEYATALA LANE
Saral Bose Road
Saral Bose Road
Circus Avenue Kolkata
West Bengal 700029
9830078487

MN619109292FT

আপনার আধার সংখ্যা / Your Aadhaar No. :

4722 7387 8888

আধার – সাধারণ মানুষের অধিকার

Government of India

রাজীব ঘোষ
Rajib Ghose
পিতা : বিমলেন্দু ঘোষ
Father : Bimalendu Ghose
জন্মতারিখ / DOB : 02/09/1969
পুরুষ / Male

4722 7387 8888

আধার – সাধারণ মানুষের অধিকার

Government of India

AADHAAR

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা লাভ করুন।

INFORMATION

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- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা প্রাপ্তির সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

Unique Identification Authority of India

ঠিকানা:
পি 399, কেয়াতলা লেন,
সরলবোস রোড, কোলকাতা,
সরল বোস রোড, পশ্চিম বেঙ্গল,
700029

Address:
P 399, KEYATALA LANE, Saral Bose Road, Kolkata, Saral Bose Road, West Bengal, 700029

4722 7387 8888

1947
1800 300 1947

Rajib Ghose

Rajib Ghose

[redacted]
Government of India

পূর্বালী দত্ত
Purbali Dutta
জন্মতারিখ/ DOB: 29/11/1983
মহিলা / FEMALE

5021 2285 4851

আমার আধার, আমার পরিচয়

Purbali Dutta.

আধার

[redacted] প্রাধিকরণ
[redacted] Authority of India

ঠিকানা:
6/1, বিন্দু পালিত লেন, বিডন স্ট্রীট,
কোলকাতা,
পশ্চিম বঙ্গ - 700006

Address:
6/1, BINDU PALIT LANE,
Beadon Street, Kolkata,
West Bengal - 700006

5021 2285 4851

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Major Information of the Deed

Deed No :	I-1903-10170/2021	Date of Registration	04/10/2021
Query No / Year	1903-2001896467/2021	Office where deed is registered	
Query Date	23/09/2021 3:29:06 PM	1903-2001896467/2021	
Applicant Name, Address & Other Details	Sanjoy Mondal 6, Old Post Office Street,,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9007533877, Status :Solicitor firm		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]	
Set Forth Value		Market Value	
		Rs. 2,48,56,199/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 40,041/- (Article:48(g))		Rs. 20,119/- (Article:E, E, E,)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Manohar Pukur Road, Road Zone : (Sarat Bose Road -- Rest (Premises nos. 18/3 to 106)) , , Premises No: 26/2, , Ward No: 084 Pin Code : 700029

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu		4 Katha		2,48,39,999/-	Width of Approach Road: 60 Ft.,
	Grand Total :				6.6Dec	0 /-	248,39,999 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	0/-	16,200/-	Structure Type: Structure
	Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 60 Years, Roof Type: Tiles Shed, Extent of Completion: Complete				
	Total :	100 sq ft	0 /-	16,200 /-	

Lord Details :

No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt JAYANTI GOOPTU Wife of Late SANJOY GOOPTU Executed by: Self, Date of Execution: 04/10/2021 , Admitted by: Self, Date of Admission: 04/10/2021 ,Place : Office	 04/10/2021	 LTI 04/10/2021	Jayanti Gooptu. 04/10/2021
	26/2, MANOHARPUKUR ROAD, City:- , P.O:- RASHBEHARI, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AOxxxxxx2F, Aadhaar No: 42xxxxxxxx1590, Status :Individual, Executed by: Self, Date of Execution: 04/10/2021 , Admitted by: Self, Date of Admission: 04/10/2021 ,Place : Office			
2	Name	Photo	Finger Print	Signature
	Smt MEENAKSHI DUTTA Wife of Late ASHOKE KUMAR DUTTA Executed by: Self, Date of Execution: 04/10/2021 , Admitted by: Self, Date of Admission: 04/10/2021 ,Place : Office	 04/10/2021	 LTI 04/10/2021	Meenakshi Dutta 04/10/2021
	GD-14, SECTOR-III, SALT LAKE CITY, City:- , P.O:- BIDHANNAGAR IB MARKET, P.S:-North Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700106 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AFxxxxxx1N, Aadhaar No: 23xxxxxxxx8813, Status :Individual, Executed by: Self, Date of Execution: 04/10/2021 , Admitted by: Self, Date of Admission: 04/10/2021 ,Place : Office			

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**BGA REALTORS** P-399, HEMANTA MUKHOPADHYAY SARANI, City:- , P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 , PAN No.:: AAxxxxxx4F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri RAJIB GHOSE (Presentant) Son of Late **BIMALENDU GHOSE** **Date of Execution - 04/10/2021**, , Admitted by: **Self**, Date of Admission: 04/10/2021, Place of Admission of Execution: Office			Rajib Ghose
		Oct 4 2021 10:53AM	LTI 04/10/2021	04/10/2021
	P-399, HEMANTA MUKHOPADHYAY SARANI, City:- , P.O:- SARAT BOSE ROAD, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AJxxxxxx6J, Aadhaar No: 47xxxxxxxx8888 Status : Representative, Representative of : BGA REALTORS (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs PURBALI DUTTA Daughter of Mr K L DUTTA 6/1, BINDU PALIT LANE, City:- Kolkata, P.O:- BEADON STREET, P.S:-Girish Park, District:-Kolkata, West Bengal, India, PIN:- 700006			Purbali Dutta
	04/10/2021	04/10/2021	04/10/2021
Identifier Of Smt JAYANTI GOOPTU, Smt MEENAKSHI DUTTA, Shri RAJIB GHOSE			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt JAYANTI GOOPTU	BGA REALTORS-3.3 Dec
2	Smt MEENAKSHI DUTTA	BGA REALTORS-3.3 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt JAYANTI GOOPTU	BGA REALTORS-50.00000000 Sq Ft
2	Smt MEENAKSHI DUTTA	BGA REALTORS-50.00000000 Sq Ft