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Addl Dist Sub-Registrar
 Alipore, South 24 Parganas

13 JUN 2019

DEVELOPMENT AGREEMENT

1. Date : 12.06.19
2. Place : Kolkata
3. Parties :
 - 3.1 SMT. CHITRALEKHA BANERJEA wife of Pronob Kumar Banerjea, (PAN-AMTPB7814N), by faith- Hindu, by occupation- Housewife, residing at Premises No. 18/1, Nepal Bhattachatterjee Street, Police Station- Kalighat, Post Office- Kalighat, Kolkata- 700 026 .

(Owner , includes successors and assigns)

12.6.19
 21.15.19
 1605-1000
 125325/19

9-15/19
 v.c-802



1254 Date 04/06/19
Sold to S. K. Datta Adv.
Alipore
Rupees 2435

Santiran Das
Stamp Vendor
Alipore Police Court
South 24 Pgs., Kol-27

Anilkumar Tiwar,



2435

BALAJI STRUCTURES PVT. LTD.

Anilkumar Tiwar,

Director / Executive



2436

Chitralekha Banerjee



Shadeep Roy
S/O. Mr. Primal Roy
Alipore Police Court.
Kol-27.

Addl. Dist. Sub-Registrar
Alipore
12 JUN 2019
South 24 Parganas
Kolkata-700027

AND

- 3.2 DALAJI STRUCTURES PRIVATE LIMITED. having its office at 1129A, Laskarhat, Post Office- Tiljala, Police Station- Tiljala, Kolkata - 700 039, having (PAN- AAFCB0013N) and CIN-U...15400WB2012P...TC178273. represented by its present Proprietor namely SRI ANIL KUMAR TIWARI son of Sri Harihar Nath Tiwari, (PAN- ABQPT4195E), by faith - Hindu, by occupation - Business, residing at Premises No. 143/1D, South Sinthee Road, Police Station - Sinthee, Post Office - Sinthee, Kolkata - 700 050, as per Board of Resolution dated 10.06.2019. (Developer, includes successors-in-interests).

Owner and Developer , collectively Parties .

NOW THIS AGREEMENT WITNESSES, RECORDS, GOVERNS AND BINDS THE PARTIES AS FOLLOWS :-

4. Subject Matter of Agreement :

- 4.1 Development : Development and commercial exploitation of Municipal Premises No. 18/1, Nepal Bhattachatterjee Street, Police Station- Kalighat, Kolkata- 700 026 described in the 1st Schedule below (Premises).

5. Background , Representations and Warranties :

- 5.1 Owner's Representations on Title : The Owner have represented and warranted to the Developer as follows :-

WHEREAS one Sri Amiya Mohan Banerjea son of Late Santosh Sil Banerjea and Smt. Smritikana Banejea alias Smriti Banerjea wife of Amiya Mohan Banerjea, both of 46, Dharmadas Kundu Lane, Police Station- Shibpur, Howrah, jointly purchased a plot of bastu land measuring 3 Cottahs 15 Chittaks and 31 Sq.ft. together with a very old brick built two storied building lying thereon now known as Premises No. 18/1, Nepal Bhattachatterjee Street, Police Station- Kalighat, Kolkata- 700 026 in equal share of right, title and interest on 13/11/1950 from it's the then owners namely Probodh Kumar Majumder and Dharmadas Majumder by way of a registered Deed of Sale and recorded in Book No. I, Volume No. 74, Pages 265 to 273, Being No. 5354 for the year 1950 in the office of the Sadar Joint Sub-Registrar at Alipore.



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AND WHEREAS said Amiya Mohan Banerjee died intestate on 04.11.1970 leaving behind him his wife Smritikana Banerjee alias Smriti Banerjee, four daughters namely Smt. Minati Mukherjee wife of Dr. Sekhar Prasad Mukherjee, Smt. Jayoti Mukherjee wife of Dr. Shankar Prasad Mukherjee, Smt. Bharati Banerjee wife of Sri Onkar Banerjee and Smt. Bratati Sur wife of Late Tapan Sur and only son Pronob Kumar Banerjee in respect of his 50% undivided share of right, title and interest in or upon the said purchased property being at Premises No. 18/1, Nepal Bhattachatterjee Street, Police Station- Kalighat, Kolkata- 700 026 together with an old two storied building thereon as his legal heirs and successors and none others and as such after the death of said Amiya Mohan Banerjee his said wife, daughters and son have come joint owners in equal $\frac{1}{6}^{\text{th}}$ undivided share and it's right, title and interest in or upon his said sole 50% undivided share over the said property.

AND WHEREAS said Smritikana Banerjee alias Smriti Banerjee, Smt. Minati Mukherjee, Smt. Jayoti Mukherjee, Smt. Bharati Banerjee and Smt. Bratati Sur and Pronob Kumar Banerjee, all legal heirs of Late Amiya Mohan Banerjee as his wife, daughters and son respectively have said their each one-sixth undivided share out of undivided 50% share on which they were entitled to in on upon the said property of said deceased Amiya Mohan Banerjee being Premises No. 18/1, Nepal Bhattachatterjee Street, Police Station- Kalighat, Kolkata- 700 026 to Sri Pronab Kumar Banerjee, the only son of said deceased Amiya Mohan Banerjee jointly and unitedly by a registered Deed of Sale on 04.09.1981 and the said Deed of Sale has been recorded in the office of the District Registrar, 24 Parganas at Alipore as Book No. I, Volume No. 331, Pages 222 to 229, Being No. 10349 for the year 1981.

AND WHEREAS due to love and acute affection, said Smritikana Banerjee alias Smriti Banerjee has bequeathed her individual undivided 50% share in on upon the said property being Premises No. 18/1, Nepal Bhattachatterjee Street, Police Station- Kalighat, Kolkata- 700 026 to her only grand son (son's son) Sri Aninda Banerjee by a registered WILL dated 23.09.1987 which has been recorded in the office of A.D.S.R. Alipore as Book No. 41, Volume No. 8, Pages from 144 to 151, Being No. 208 for the year 1987 and after said demise on 04.01.1998, the Probate of the

said WILL has been granted by the Ld. Court of 14th Addl. District Judge at Alipore on 09.02.2007 in connection with the Probate Case No. O.S. 8 of 2001.

AND WHEREAS as per WILL of deceased Smritikana Banerjea alias Smriti Banerjea and thereafter grant of Probate of the said WILL as stated above, said Sri Aninda Banerjea has become the sole owner of undivided 50% share of right, title and interest of said deceased Smritikana Banerjea alias Smriti Banerjea on which she was entitled to in respect of Premises No. 18/1, Nepal Bhattachatterjee Street, Police Station- Kalighat, Kolkata- 700 026 and thus the said Premises stand under the joint ownership of Sri Pronob Kumar Banerjea and Sri Aninda Banerjea in equal share of right, title and interest of the same and besides them none other persons or person have any claim and/or demand over the said property. The said property is still undivided and are and is free from all encumbrances.

AND WHEREAS aforesaid Pronob Kumar Banerjea the owner of undivided 50% share holder of the said Premises No. 18/1, Nepal Bhattachatterjee Street, Police Station- Kalighat, Kolkata-700 026, due to his acute illness and old age, has decided to transfer his said 50% undivided share by way of Deed of Gift and accordingly on 15.06.2007 he had and executed a Deed of gift in respect of his aid 50% undivided share in or upon the said Premises unto and in favour of his only son Sri Aninda Banerjea absolutely which was registered and recorded in the office of A.D.S.R. Alipore as Book No. I, Volume No. 192, Pages 1 to 13, Being No. 02555 for the year 2007 and thus the said Sri Aninda Banerjea became sold and absolute owner of and occupier of the Premises No. 18/1, Nepal Bhattachatterjee Street, Police Station- Kalighat, Kolkata- 700 026 with absolute right, title and interest of the same.

AND WHEREAS after having the sole and absolute ownership in or upon the said Premises No. 18/1, Nepal Bhattachatterjee Street, Police Station- Kalighat, Kolkata- 700 026 alongwith full right, title and interest of the same said Aninda Banerjea also mutated his name as sole owner and occupier over the said premises in the record of the Kolkata Municipal Corporation and also used to pay tax for his said property thereon and he also have acquired full right to any kind of transfer like sale, gift,

mortgage and lease etc. of the said property without interruption of any person or persons.

AND WHEREAS said Aninda Banerjee due to pressure of his medical practice and as well as unable to look after properly his aforesaid property, hence he transferred his said property being Premises No. 18/1, Nepal Bhattachatterjee Street, Police Station- Kalighat, Kolkata- 700 026 fully mentioned in the Schedule herein unto and in favour of his mother namely Smt. Chitralekha Banerjee wife of Pronob Kumar Banerjee by way of a Deed of Gift on 11.12.2014 and the said Deed of Gift has been registered and recorded in the office of the A.D.S.R. Alipore, District 24 Parganas South as Book No. I, Volume No. 39, Pages 1038 to 1052, Being No. 09109 for the year 2014 and on the basis of said Deed of Gift, said Smt. Chitralekha Banerjee have become sole owner and occupier of the said premiss and she also mutated her ame over the said gifted property as sole owner and occupier of the same in the record of the Kolkata Municipal Corporation and the said property is now absolutely under physical possession of said Smt. Chitralekha Banerjee and she has full right to any kind of transfer like sale, lease, mortgage etc. in respect of her aid property if she wish and required in future.

AND WHEREAS the said Smt. Chitralekha Banerjee wife of Pronob Kumar Banerjee duly applied for and mutated her name as sole owner and occupier over the said premises in the record of the Kolkata Municipal Corporation Ward No.083 and paying taxes regularly and enjoying the same free from all encumbrances.

AND WHEREAS in the manner stated above, the said Owner became the absolute Owner of the said premises and is in possession of the Premises and the Owner have a marketable title thereto and is not aware of any defect in the title of the Premises and have not entered into any agreement creating any right in the Premises and there is no tenant in the premises, the property is free from all encumbrances.

- 5.2 Background of the Second Party : The Second Party is carrying on business of construction and development of real estate and has infrastructure and expertise in this field.

5.3 Reliance on Representations : Relying on the representations of the First Party, the Second Party has offered and agreed to develop and commercially exploit the premises by constructing a new building thereon (new building), after demolishing the Existing building, in accordance with the building plan. Plans to be sanctioned by the Kolkata Municipal Corporation (KMC).

5.4 Negotiations : Discussions and negotiations for collaborative development of the Premises have taken place between the parties and the terms and conditions agreed upon are recorded hereunder.

5.5 Appointment and Commencement :

5.5.1. Appointment and Acceptance : The First Party appoints and the Second Party accepts the appointments as the Developer of the premises.

5.5.2. Scope of Works : The Second Party, at its own costs and expenses, shall :

- (a) Alternative Accommodation of First Party : During the time of construction the Second Party on its own cost and expenses shall arrange for an alternative accommodations within the radius of 05 Km. during the period of development (Alternative Accommodations). The Second party shall also be liable and responsible for all to and fro shifting expenses including packing and unpacking of household goods. The First Party shall have no responsibility for the same.
- (b) Sanction of Plans : Have the Plans sanctioned with the maximum available FAR .
- (c) Demolition and Debris : The Second Party shall Demolish the Existing Building and dispose off the debris thereof. The value of the debris shall belong to the Second Party.
- (d) Construction of the New Building : Construct the New Building and after delivering to the First Party vacant possession of the First Party's Allocation (defined below), deal with the Second Party's Allocation (defined below) in

any manner the Second Party decides. The Second Party shall, however, have the right to enter into Agreements for transfer and booking of the Second Party's Allocation (defined below), prior to delivering possession of the First Party's Allocation.

- (e) Commercial Exploitation : Deal with the Second Party's Allocation at its free will, for making some commercial gain for which the First Party shall have no connection whatsoever in respect of any commercial interest, liability etc.
- (f) Advocate :- unless changed by the Developer, shall mean Sri Subir Kumar Dutta, Advocate of Alipore Civil and Criminal Court and of No. 18, Manick Bandopadhyay Sarani, Kolkata - 700 040, appointed by the Developer for preparation of necessary agreements and instruments for transfer of the Units in the building and arranging for execution and registration thereof and for formation of the Association and its taking charges of the acts relating to the common purposes

5.6 Commencement and Tenure : This Agreement has come into force as from the date hereof and shall continue till completion of the entirety of the scope of work mentioned in Clause 5.5.2 above, unless terminated earlier.

6. First Party's Consideration :

6.1 First Party's Allocation : The First Party shall be entitled to ALL THAT **entire First floor** consisting of one flat and **entire Second floor** consisting of two flats of the new proposed building complete in all respect and together with **three open Car Parking spaces** in the Ground Floor along with **one Doctor's Chamber** with Toilet in the Ground floor, front portion of the building together with **two rooms with Toilet** in the Ground floor, Southern portion of the said new building together with Fifty percent of the ultimate roof of the building from the Southern portion and also alongwith undivided, proportionate, impartible proportionate share of land in the said premises. The owner's allocated Flat in the 1st and 2nd floor will

be used for residential purpose and the Doctor's Chamber room in the Ground floor will be used for medical practice purpose etc.

- 6.2 Consideration :- In addition to the aforesaid habitable constructed area the First Party shall also be entitled to get an non refundable consideration of Rs. 45,00,000.00 (Rupees Forty five Lacs) only and shall be paid by the Second Party to the First Party in the manner stated herein below :-

(a) At the time of execution of this Agreement Rs. 10,00,000.00 ✓

(b) After obtaining sanction of building plan from the Kolkata Municipal Corporation and before handing over vacant possession of the existing building to the Second Party by the First Party

Rs. 35,00,000.00 ✓

Rs. 45,00,000.00
=====

(Rupees Forty Five Lacs) only .

- 6.3 Common Portions : It is clarified that the First Party's Allocation also includes undivided proportionate share in the common areas, amenities and facilities made available in the new building which are more fully described in the 2nd Schedule below (collectively Common Portions) .

7. Second Party's Consideration :

- 7.1 Second Party's Allocation :- After setting apart the First Party's Allocation, the Second Party shall be entitled to the entire Third Floor and entire Fourth floor, habitable flat areas and Two Car Parking spaces in the Ground floor in the said premises . The Developer also undertakes herein that if they obtain permission from the K.M.C. authority Building Department for additional floor in the said premises and effects said additional floor , in that event they shall provide 50% (Fifty) percent share of such additional flat area in the Fifth

Floor to the owner herein without any objection less proportionate share of the expenses to be incurred for obtaining sanction of the same and will retain for itself the remaining 50% share of the flat area in such additional Fifth Floor as their allocation .

- 7.2 Common Portions : It is clarified that the Second Party's Allocation also includes undivided proportionate share in the common areas, amenities and facilities made available in the new building which are more fully described in the 2nd Schedule below (collectively Common Portions) .

8. Possession , Shifting and Demolition :

- 8.1 Possession : within 01 (one) month from the date of sanction of the Plans, the Second Party, at its own costs and expenses , shall arrange and provide one four bed room Alternative Accommodation with Car park within a radius of 05 Km. to the First Party and simultaneously therewith, the First Party shall induct the Second Party into possession of the Premises as license of the First Party, for the purpose of implementing this Agreement.
- 8.2 Shifting to Alternative Accommodation : After sanction of the Plans within 07 (seven) days from the date of service of such notice of sanction by the Second Party, the First Party shall, at the costs, expenses and responsibility of the Second Party shift from the premises to the such aforesaid Alternative Accommodation , for the duration of construction and completion of the New Building and till the First Party's Allocation is delivered to the First Party to and for expenses for such shifting shall be paid ad bourne by the Second Party.
- 8.3 Demolition : The Second Party shall be responsible for demolition of the Existing Building within 60 (Sixty) days from the date of commencement of demolition.

9. Power and Authorities :

9.1 General Power of Attorney : The First Party shall grant to the Second Party and/or its nominees a General Power of Attorney for the purpose of obtaining sanction of the Plans and all necessary permissions from different authorities in connection with the construction of the New Building as also for booking, sale and conveyance of the Second Party's Allocation in favour of intending purchasers.

9.2 Further Acts : Notwithstanding grant of the aforesaid General Power of Attorney, the First Party hereby undertakes that she will execute as and when necessary, all papers, documents, plans etc. for the purpose of development of the premises.

9.3 Indemnity by Second Party : The Second Party agrees to indemnify and keep the First Party saved, harmless and indemnified in respect of exercise of all or any of the powers and authorities contained in the said General Power of Attorney.

10. Sanction and Construction :

10.1 Sanction : The Second Party shall, at its own costs, in consultation with the First Party, appoint an Architect on behalf of the First Party (Architect). Within 120 (One hundred twenty) days from the date hereof, the Second Party, at its own costs and expenses and through the Architect, shall have the Plans prepared and submitted to the KMC for sanction. The Second Party, at its own costs and expenses, shall have the Plans for the New Building sanctioned by the KMC.

10.2 Construction of The New Building : The Second Party shall, at its own costs and without creating any financial or other liability on the First Party, construct, erect and complete the New Building in accordance with the sanctioned plans as per the agreed specifications, mentioned in the 3rd Schedule below and as may be recommended by the Architect from time to time. Subject to the aforesaid, the decision of the Architect regarding the

quality of materials shall be final and binding on the Parties. It is clarified that the materials used for construction of the New Building will be new and first class and the workmanship will be first class. All costs, charges and expenses including Architect's Fees shall be discharged and paid by the Second Party and the First Party shall bear no responsibility in this context.

- 10.3 Construction Time : The Second Party shall construct , complete and finish the new building within a period of 24 (twenty four) months from the date of obtaining sanction of the Plans or from the date of obtaining vacant possession of the Premises from the First Party by the Second Party which ever is later subject to force majeure as defined in Clause 21.1 below. Time of construction shall be the essence of the contract.
- 10.4 Utilities : The Second Party shall , at its own costs, install and erect in the new building, pump, water storage tank, overhead reservoir, elevator, temporary electric connection until permanent electric connection is obtained and water and sewage connection. The Parties shall proportionately bear and pay all the costs for bringing permanent electric connection to the New Building.
- 10.5 Building Materials : The Second Party shall be authorized in the name of the First Party to apply for and obtain quotas , entitlements and other allocation for cement, steel, bricks and other building materials and inputs and facilities allocable to the First Party and required for the construction of the New Building but in no circumstances the First Party shall be responsible for their price/value, storage and quality.
- 10.6 Temporary Connections : The Second Party shall be authorized in the name of the First Party to apply for and obtain temporary connection of water, electricity, drainage and sewerage.
- 10.7 Modification : Any amendment or modification to the Plans may be made or caused to be made by the Second Party within the permissible

limits of the KMC Rules provided however no alteration or modification shall be made in the First Party's Allocation without the consent of the First Party in writing.

10.8 No obstruction : The First Party shall not do any act, deed or thing whereby the Second party is obstructed or prevented from construction and completion of the New Building.

11. Dealings with Units in the New Buildings ;

11.1 First Party's Allocation : The First Party shall be entitled to transfer or otherwise deal with the First Party's Allocation in any manner the First Party deems appropriate. However, any transfer of any part of the First Party's Allocation shall be subject to the provisions of this Agreement.

11.2 Second Party's Allocation : Without prejudice to the provisions of Clause 5.5.2 (e) , after handing over the physical possession of the First Party's Allocation as aforesaid, the Second Party shall be exclusively entitled to the Second Party's Allocation with exclusive right to transfer or otherwise deal with the same without any right, claim or interest therein whatsoever of the First Party and the First Party shall not in any way interfere with or disturb the quiet and peaceful possession of the Second Party's Allocation. It is however, understood that the dealings of the Second Party with regard to the Second Party's Allocation shall be entirely at the risk and responsibility of the Second Party and shall not in any manner fasten or create any financial liabilities and/or any other responsibilities upon the First Party.

11.3 Transfer of Second Party's Allocation : In consideration of the Second Party constructing and issue of notice of completion of the First Party's Allocation to the First Party, the First Party shall sell and transfer the undivided proportionate share in the Land and the benefit of the concerned portion of the Plans in favour of the prospective

purchasers of the Second Party's Allocation (collectively Transferees), in such part or parts as shall be required by the Second Party and shall execute such number of deeds of conveyance, as necessary for the same.

- 11.4 Cost of Transfer : The costs of such conveyances including stamp duty and registration expenses and all other expenses incidental or related thereto shall be borne and paid by the Transferees.

12. Municipal Taxes and Outgoings :

- 12.1 Relating to Period Prior to Possession : All rates, taxes and outgoings in respect of the premises relating to the period prior to the First Party delivering possession of the premises to the Second Party shall be borne, paid and discharged by the First Party. It is made specifically clear that all outstanding dues upto the date of giving possession of the premises as per this Agreement shall remain the liability of the First Party.
- 12.2 Relating to Period After Possession ; As from the date of making over possession of the Premises to the Second Party, the Second Party shall be liable for rates and taxes as also other outgoings in respect of the premises, till such time the possession of the First Party's Allocation is given to the First Party. From the date of making over possession of the First Party's Allocation to the First Party, the First Party shall become liable and responsible for rates and taxes and other outgoings with regard to the First Party's Allocation and the Second Party and/or its Transferees shall become liable and responsible for rates and taxes and other outgoings with regard to the Second Party's Allocation. After the possession of First Party's Allocation to the First Party, both the Second Party and the First Party shall be liable to pay the outgoings including electric bills, KMC tax etc. for their respective allocation.

13. Possession and Post Completion Maintenance :

- 13.1 Notice of Completion : As soon as the New Building is completed after obtaining Completion Certificate from the KMC and sewerage connection of KMC , Second Party shall give a written notice to the First Party requiring the First Party to take possession of the First Party's allocation and the First party shall take possession within 30 (thirty) days and from the date thereafter, it will be considered as deemed possession by the First Party and all the outgoings in respect of First Party's Allocation will be liability of the First Party from the date of said possession or deemed possession.
- 13.2 Possession Date and Rates : On and from such date of taking physical possession or deemed possession (Possession Date) , the First Party shall be exclusively responsible for payment of all rates , taxes and other outgoings and impositions whatsoever (collectively Rates) payable in respect of the First Party's Allocation only provided however when such rates are applicable to the whole of the Premises/New Building , proportionate amount of the same shall be paid by the First Party . The Second Party shall be responsible for the balance proportionate amount whether directly or through the Transferees.
- 13.3 Punctual Payment and Mutual Indemnity . The First party and the Transferees shall punctually and regularly pay the Rates for their respective allocations to the concerned authorities and all Parties shall keep each other indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the case may be , consequence upon a default by the other or others.
- 13.4 Maintenance : The Second Party through the individual flat owner shall form a representative body of the First Party and the Transferees (Association), which shall be in charge of management of all the affairs

of the New Building. The First Party shall become members of the Association for the First Party's Allocation. After formation of the Association, the Second Party shall no longer be responsible for maintenance of the New Building.

13.5 Maintenance Charge : For a period of 3 (three) months from the Possession Date or till such time the Association is formed, whichever is earlier, the Second Party shall manage and maintain the Common Portions of the New Building, upon the First Party and the Transferees paying and bearing, forthwith on demand, to the Second Party, the costs and service charge for such management and maintenance (Maintenance charge). It is clarified that the Maintenance Charge shall include premium for the insurance of the New Building, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

13.6 Failure to Pay Maintenance Charge : Should the First Party or any of the Transferees fail to pay the Maintenance Charge or any amount payable in respect of the Rates, within 15 (fifteen) days of demand in this behalf, the Defaulter shall be liable to pay interest on the amount outstanding @ 18% (eighteen percent) per annum from the due date of payment till the payment is made and in addition, during the period of default, none of the common services shall be available to the defaulter.

14. Common Restrictions ;

14.1 Applicable to Both : The First Party's Allocation and the Second Party's Allocation in the New Building shall be subject to the same restrictions as are applicable to Ownership buildings, intended for common benefit of all occupiers of the New Building. Such restrictions shall be duly incorporated in the transfer deeds of the First Party's Allocation

to third parties and the Second Party's Allocation to Third parties (all such Third parties collectively Transferees), which shall include the following :

- 14.1.1 No Illegal Activity : No Transferee/Occupant of the Apartment / spaces in the New Building (Units) shall use or permit to be used their Units or any portion thereof for any obnoxious, illegal and immoral trade or activity or for any purpose which may cause any nuisance or hazard to the other occupiers of the New Building.
- 14.1.2 No Demolition : No Transferee/occupant of the New building shall demolish or permit demolition of any wall or other structure in their respective Units or any portions, major or minor, without the written consent of the Association. However, internal modification within the Unit without creating any effect on the structure of the New Building or the common portions can be made by the respective Transferee/Occupant subject to the compliance of all existing Rules including the Building Rules of the concerned authority. No Transferee/Occupant of the New Building shall alter the outer elevation of any Unit or the common portions without written permission of the Association, first had and obtained.
- 14.1.3 No transfer without Compliance : Neither the First Party nor the Transferees shall transfer or permit transfer of their respective Units or any portions thereof unless all terms and conditions to be observed and/or performed have been observed and performed and the proposed transferee gives a written undertaking to the Association to the effect that such transferee shall remain bound by the terms and conditions of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the concerned Unit.

14.1.4 Compliance with Rules ; The First Party and the Transferee/occupant shall abide by all laws , bye laws , rules and regulation of the government and local bodies and shall attend to , answer and be responsible for any deviation, violation and/or breach of any of the said laws , bye laws rules and regulations.

14.1.5 Interior Maintenance : The First Party and the Transferee/occupant shall keep the interior walls , sewers drains , pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective Units in good working condition and repair and in particular so as not to cause any damage to the New Building or any other space or accommodation therein and shall keep the other occupiers of the New Building indemnified from and against the consequences of any breach.

14.1.6 Validity of Insurance : Neither the First Party nor the Transferees/occupants shall do or cause or permit to be done any act or thing which may render void and/or voidable any insurance of the New Building or any part thereof and shall keep the other Transferee/Occupant of the New Building harmless and indemnified from and against the consequences of any breach.

14.1.7 No Obstruction of common Portions ; Neither the First Party nor the Transferee/occupant shall leave or keep any goods or other items for display or otherwise in the corridors or at other places of common use and enjoyment in the New Building and no hindrance shall be caused in any manner in the free movement and use of the corridors and other places for common use and enjoyment in the new building.

14.1.8 Cleanliness : Neither the First party nor the transferees shall throw or accumulate any dirt , rubbish , waste or refuse or permit the same to be thrown or accumulated in or, about the new building or in the compound, corridors or any other portion or portions of the new building.

14.2 Rights of Entry : For the purpose of enforcing the common restrictions and ancillary purpose and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition any Common Portions and/or for any purpose of similar nature, the First Party and the Second Party shall permit each other, with or without workmen, at all reasonable times, to enter into and upon the First Party's allocation and the Second Party's Allocation and every part thereof.

15. First Party's Obligation :

15.1 No obstruction in Dealing with Second Party's Allocation : The First Party covenants not to do any act, deed or thing whereby the Second party may be prevented from selling and/or disposing of any part or portion of the Second Party's Allocation.

15.2 No obstruction in Construction : The First Party hereby covenants not to cause any interference or hindrance in the construction of the New Building.

15.3 No Dealing with Premises : The First Party hereby covenants not to let out, grant lease, mortgage and/or charge the premises or any portions thereof without the consent in writing of the Second Party, save the First Party's Allocation.

15.4 Making out Marketable Title : The First Party hereby covenants to make out a marketable title to the Premises to the satisfaction of the Second Party, by answering requisitions and supplying papers.

15.5 Title Deeds : Simultaneously upon execution of this agreement the Owner shall hand over all Original Documents relating to the Premises including Title Deeds to the Second party upon accountable receipts who shall hold the hold the same till completion of the project and

shall hand over the same to the Association of the Flat Owners after formation of the same .

16. Second Party's Obligations :

16.1 Time of Completion : The Second Party hereby agree and covenants with the First Party to complete the construction of the New Building within 24 (twenty four) months from the date of obtaining sanction of the Plans or from the date of obtaining peaceful vacant possession of the Premises by the Second Party from the First Party, subject to force majeure as defined in Clause 21.1 below . Time of completion shall be the essence of the contract.

16.2 No Assignment : The Second Party shall not transfer and/or assign the benefits of this Agreement or any portion thereof, without the consent in writing of the First Party. It has been clearly agreed and understood between the Parties that the Management of Balaji Build Care always remain associated with the project and shall look after the due performance of the obligations of the Second Party under this Agreement.

16.3 Statutory Obligation : All persons employed by the Second Party for compliance of its obligations hereunder will be deemed to be employees of the Second Party who shall be solely responsible for their emoluments and other statutory obligations and the Second Party hereby agrees to keep the First Party indemnified in this regard.

16.4 No Violation of Law : The Second Party hereby agrees and covenants with the First Party not to violate or contravene any of the provisions of the rules applicable to construction of the New Building.

16.5 No Obstruction in Dealing with First Party's Allocation : The Second Party covenants not to do any act, deed or thing whereby the First

Party may be prevented from selling and/or disposing of any part or portion of the First Party's Allocation .

- 16.6 Second Party's Liability Regarding Conveyance and Mutation : In case the Transferees of the Units of the Second Party's Allocation fail to have registered deed of conveyance in their name or have mutated their name in the records of KMC , in that case the First party will have no liability for those Units in respect of any kind tax/taxes payable to KMC and other authorities.

17. First Party's Indemnity :

- 17.1 Title : Subject to whatever is mentioned in this Agreement , the First Party shall always be responsible for giving good and marketable title to the Second Party and the Transferees and the First Party hereby indemnifies and agree to keep indemnified the Second Party and the Transferees in this regard.

- 17.2 Second Party's Allocation : The First Party hereby undertakes that the Second Party shall always be entitled to the Second Party's Allocation and shall enjoy the same without any interference or disturbances by the First Party and to this effect the First Party hereby indemnifies and agrees to keep indemnified the Second Party.

18. Second Party's Indemnity :

- 18.1 Third Party claims : The Second party hereby undertakes to keep the First Party indemnified against all third party claims , actions , suits , costs and proceedings arising out of any act of omission or commission on the part of the Second Party in relation to the construction of the New Building and/or for any defect therein or development of the premises.

18.2 Powers and Authorities : The Second Party hereby undertakes to the First Party to keep the First Party indemnified and harmless from and against any claims, actions, suits, costs and proceedings arising out of any sort of steps taken by the Second Party on behalf of the First Party on the strength of powers and authorities given to the Second Party by the First Party.

19. Miscellaneous :

19.1 No Partnership : The First Party and the Second Party have entered into this Agreement purely as a contract on principal to principal basis and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an Association of persons.

19.2 Additional Authority : It is understood that from time to time to facilitate the uninterrupted construction of the New Building by the Second Party, various deeds, matters and things not herein specified may be required to be done by the Second Party and for which the Second Party may need authority of the First Party. Further, various applications and other documents may be required to be signed or made by the First Party relating to which specific provisions may not have been made herein. The First Party hereby undertakes to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Second Party for such purpose and the First Party also undertakes to sign and execute all additional applications and other documents, at the costs and expenses of the Second Party Provided However that all such acts, deeds, matters and things do not in any way infringe on the rights of the First Party and/or go against the spirit of this Agreement.

19.3 Further Acts : The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

- 19.4 Name of New Building : The name of the building shall be determined by the Second Party .
- 19.5 No demise or Assignment : Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the premises or any part thereof to the Second Party by the First Party or as creating any right, title or interest therein in favour of the Second Party except to develop the premises in terms of this Agreement provided however the Second Party shall be entitled to borrow money from any bank or banks without creating any financial liability on the First Party or effecting the estate and interest in the premises and it is being expressly agreed and understood that in no event either the First Party or the First Party's Allocation or any of their estate shall be responsible and/or be made liable for payment of any dues to such Bank or Banks and for that purpose the Second party shall keep the First Party indemnified against all actions, suits, proceedings, costs, charges and expenses.
- 19.6 Fees and Duties : All duties and fees payable at whatever stage pertaining to this Agreement shall be paid by the Second Party.
- 19.7 Wealth Tax / GST ; The Transferees of Second Partners allocation and the First Party shall each be liable to pay and bear proportionate charges on account of wealth tax/GST and other taxes payable in respect of their respective Units in the new proposed building.
20. Defaults :
- 20.1 Of Second Party : Subject to Force Majeure reasons, in the event the Second Party fails and/or neglects to construct, complete and finish the New Building within a period of 24 (twenty four) months from the date of obtaining sanction of the Plans, the First Party shall be entitled to refer the matter to Arbitration as provided for in this Agreement,

for redressal of the grievances of the First Party and the decision of the Arbitral Tribunal shall be binding on the Parties. If because of any willful act on the part of the Second party the construction and completion of the New Building is delayed and/or suspended, then and in that event the Second Party shall be liable to pay damages to the First Party, which shall be determined by the Arbitral Tribunal.

20.2 Of First Party : In the event the First Party fails and/or neglects to perform any of their obligations under this agreement, then the Second Party shall be entitled to refer the matter to Arbitration as provided for in this Agreement, for redressal of the grievances of the Second party and the decision of the Arbitral Tribunal shall be binding on the Parties.

21. Force Majeure :

21.1 Meaning Of: Force Majeure shall mean an event or effect that cannot be reasonably anticipated or controlled (Force Majeure).

21.2 No Liability : The Parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of such obligation is prevented by the existence of Force Majeure and the performance of such obligation shall be suspended during the duration of Force Majeure.

22. Counterparts :-

22.1 All originals : This Agreement is being executed simultaneously in counterparts, each of which shall be deemed to be an original and both of which shall constitute an instrument and agreement between the parties.

23. Amendment/Modifications :

23.1 Express Documentation : No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it

is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this Agreement.

24. Governing Laws :

24.1 Indian Law : The Parties shall abide by the laws of India and all applicable local laws with respect to the subject matter of this Agreement, to ensure that there is no contravention. If there is any contravention, either Party may, by written notice, call upon the other to ensure compliance with requirements as per applicable laws. Any penalties levied by the Government, State or Central, Municipal Body etc. as a result of non-compliance by either Party, will be borne by the defaulting Party.

25. Notice :

25.1 Mode Of Service : Any notice, consent, approval, demand, waiver or communication required or permitted hereunder shall be in writing and shall be deemed given/effective if delivered to the person personally, at the time of delivery or if sent by registered or certified mail, with postage and registration or certification fees thereon prepaid, on the 5th business day following delivery of such notice to the postal service or by express courier, on the 3rd business day following delivery of such notice to express courier, addressed as follows, unless any change in address is communicated in writing by the either Party to the Other.

First Party :

SMT. CHITRALEKHA BANERJEA
Premises No. 18/1, Nepal Bhattacharjee
Street, Police Station- Kalighat,
Kolkata- 700 026 .

Second Party :

M/S. BALAJI STRUCTURE PVT. LTD.
Premises No. 1129A, Laskarhat, Street,
Kolkata- 700039

(First Party)

(Second Party)

26. Arbitration :

26.1 Tribunal : Disputes relating to this Agreement or its interpretation shall be referred to the arbitration of an Arbitral Tribunal, consisting of three Arbitrators (Tribunal), one each to be appointed by the Parties hereto and the third to be appointed by the two arbitrators so appointed. The award of the Tribunal shall be final and binding on the Parties. The Arbitration proceedings will be in Kolkata unless otherwise agreed.

26.2 Mechanism and Procedure : Procedure and type of award (speaking or non speaking) shall be decided by the Tribunal. The directions/ awards of the Tribunal shall be final and binding on the Parties.

27. Rules of Interpretation :

27.1 Headings : Headings have been inserted at various places merely for convenience of reference and are not intended to impact the interpretation or meaning of any clause.

27.2 Definitions : In this Agreement, the words put in brackets and in bold prints define the word, phrase or expression immediately proceeding.

1st Schedule

(Premises)

(Premises No. 18/1, Nepal Bhattacharji Street, Police Station- Kalighat, Kolkata- 700 032)

ALL THAT piece or parcel of Bastu land containing an area of 3 Cottahs 15 Chittak and 31 Sq. ft. more or less with brick built measure tenement or dwelling two storied building as standing thereon measuring 2000 Sq. Ft. Built Up area , being Plot No. 14 or the surplus lands of Improvement Trust Scheme No. XV (A) formed out of the old Municipal Premises No. 19, Nepal Bhattacharji Street and now known and numbered as Premises No. 18/1, Nepal Bhattacharji Street being part of Holding No. 114A, Sub-Division "G", Division- VI, Dihi- Panchannagram, Police Station- Kalighat, Kolkata- 700 026, within KMC Ward No. 083 , District 24 Parganas South, Sub-Registry Office Alipore . The said land and premises is butted and bounded as follows :-

Road Zone : (Sadananda Road Crossing - Dharmadas Bhattacharjee Abaitanik Primary School)

18/1 Nepal Bhattacharji Street

On the North	:	By Nepal Bhattacharji Street
On the East	:	By Premises No. 18/2, Nepal Bhattacharji Street
On the South	:	By Municipal Park
On the West	:	By Premises No. 18, Nepal Bhattacharji Street

2nd Schedule
(Common Portions)

I) Areas :

- a) Entrance and exists to the Premises and the New Building.
- b) Boundary walls and main gate of the Premises.
- c) Staircase, stair head room and lobbies on all the floor of the New Building.
- d) Vertical Shaft.
- e) Common installations on the roof.
- f) demarcated portion of the Roof above the top floor of the New Building.
- g) Common lavatory.

II) Water , Plumbing and Drainage :

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

III) Electric Installation :

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

- IV) Others : Such other common parts , areas, equipments , installations , fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

3th Schedule

(Specifications)

SPECIFICATION FOR THE PROPOSED CONSTRUCTION

RCC STRUCTURE with Tata make Iron and Ultratech cement

Floor of Rooms:

Vitrified Tiles (Kajaria/Johnson/Sunheart or equivalent Make)

Floor of Kitchen:

Vitrified Tiles (with same make) with Granite top

Floor of Living / Dining:

Vitrified Tiles (with same make)

Floor of Toilets:

Vitrified Tiles (with same make)

Toilet Walls:

Tiles up to 7' or door height(with same make) .

Painting & Finishing:

Internal face of the walls – Super white or sunbrand etc, Plaster of Paris.

Exterior walls – Weather Coat or equivalent with chemical treatment.

Boundary walls – Weather Coat.(New wall is to be constructed subject to the condition of the existing Boundary Wall).

Door:

32 mm – Hot Press phenol bonded Flush door.

32 mm – Teakply Main door with polish.

Doorframe – Sal wood

Window:

Anodized Aluminium Sliding Window with Plain Grill

Electrical Fittings:

Copper wire – Finolex/Havells or equivalent quality. Switches – Modular/Anchor/Craptree, M.K Etc

Sanitary Fittings in toilets: White Colour (only)

Neycer/Cera/Porceline/Hind ware

Tap, Bibcock, Piller cock etc. of Esseo

Tata/Medium GI – hot & cold in all toilets.

Stair Case:

Fully marbled/ kota stone/marble with grills and wooden top/Balustrade with polish.

Ground floor:

Citu crazy mosaic

Lobby:

Designed marble.

Roof Treatment:

Roof tile with treatment of underbidding.

Water Supply:

1No. KMC supply will be provided with adequate Capacity.

Pumps & Motors:

Pumps and motors of adequate capacity and reputed make with connection with overhead and underground reservoir.

Main gates of New Building:

MS flat/sheet/square bars

Lift & Machinery:

KONE make with design car 4 to 6 passenger with mirror

Overhead reservoir:

RCC

Underground reservoir:

Concrete and plastered with chemical treatment.

Common Areas:

Crazy marble mosaic/light & one fan point

Detail Specification regarding Electrical Point

Power Points :-

Each room to be provided with one fan point, three light points, two 5AMP and one 15 AMP plug points. One A.C. point in master Bed Room and also Telephone and T.V. point.

Drawing and Dining – Two fan points, three light points, two 5 AMP and 15 AMP Plug points with 1 no. A.C. point and Telephone and T.V. point.

Kitchen – One light point, one exhaust Fan Point, Two 15 AMP plug point and Two 5 AMP plug point.

Toilets – One light point, One 15 AMP plug point and One 5 AMP plug point.

Verandah – One light, One fan point, one Doorbell point at main Door of the flat.

28. EXECUTION AND DELIVERY :

29.1 In witness whereof the Parties have executed this Agreement on the date mentioned above.

BALAJI STRUCTURES PVT. LTD.

Anilkumar Tiwar, /
Director / Executive

Chitralekha Banerjee

SMT. CHITRALEKHA BANERJEA

Premises No. 18/1, Nepal Bhattacharjee

Street, Police Station- Kalighat,

Kolkata- 700 026 .

(First Party)

M/S. BALAJI STRUCTURE PVT. LTD.

Premises No. 1129A, Laskarhat, Street,

Kolkata- 700039

(Second Party)

Witnesses :

1. Pradeep Roy
Nepal Police Court.
Kd. 27.

2. Pradeep Kumar Banerjee
18/1, Nepal Bhattacharjee
Street
(Badamtala)
Kalighat
Kolkata - 700 026

MEMO OF CONSIDERATION

Payment for a sum of Rs. 10,00,000/- released by M/s Bala Structures Pvt. Ltd. to Chitralekha Banerjee, as per following :-

<u>Cheque No.</u>	<u>Date</u>	<u>Bank Name</u>	<u>Branch</u>	<u>Amount</u>
000842	12.06.19	ICICI Bank	Katba	10,00,000/-

Total Rs. 10,00,000/-

(Rupees Ten Lacs) only .

Chitralekha Banerjee.

1) Roadmap Key
Alipore Police Court.
Kot 27.

2) Subir Kumar Dutta
Adv

DRAFTED BY
Subir Kumar Dutta
SUBIR KUMAR DUTTA
Advocate WB-2165/99.
Alipore Civil & Criminal Court,
Kolkata - 700 027.

Typed By
Malay Roy (Chowdhury)
KHELAGHAR
18, Moore Avenue,
Kolkata - 700 040.

Thumb Fore Middle Ring Little



Left Hand
Finger Prints



Right Hand
Finger Prints



Name: CHITRALEKHA BANERJEE.

Signature *Chitralekha Banerjee*

Thumb Fore Middle Ring Little



Left Hand
Finger Prints



Right Hand
Finger Prints



Name: ANIL KUMAR TIWARI

Signature

BALAJI STRUCTURES PVT. LTD.

Anilkumar Tiwari
Director / Executive



Government of West Bengal


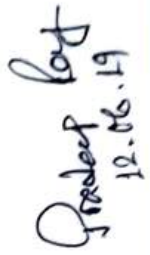
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

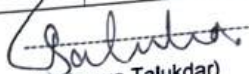
OFFICE OF THE A.D.S.R. ALIPORE, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16051000125325/2019

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt CHITRALEKHA BANERJEA 18/1, NEPAL BHATTACHARJEE STREET, P.O:- KALIGHAT, P.S:- Kalighat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026	Land Lord			<i>Chitralekha Banerjee</i> 12.06.19
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr ANIL KUMAR TIWARI 143/1D, SOUTH SINTHEE ROAD, P.O:- SINTHEE, P.S:- Sinthi, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700050	Represent ative of Developer [BALAJI STRUCTU RES PRIVATE LIMITED]			<i>Anil Kumar Tiwari</i> 12.06.19

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr PRADEEP ROY Son of Late PARIMAL ROY ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700027	Smt CHITRALEKHA BANERJEA, Mr ANIL KUMAR TIWARI			 12.06.19


(Sukanya Talukdar)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
ALIPORE
South 24-Parganas, West
Bengal

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BALAJI STRUCTURES PRIVATE LIMITED



28/03/2012

Permanent Account Number

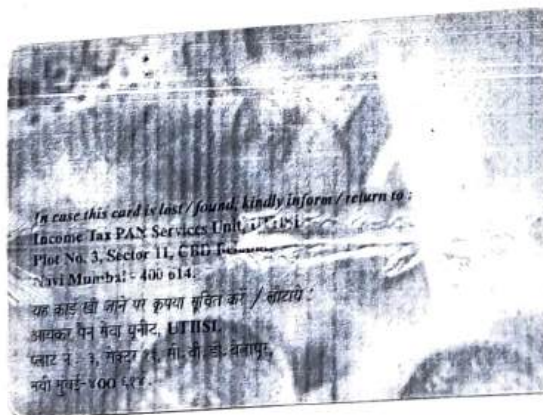
AAFCB0013N

25052012

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटाएं:
आयकर पैन सेवा इकाई, एन एस डी एल
तीसरी मंजिल, सफ़ायर चेंबर,
बानेर टेलिफोन एक्स्चेंज के नजदीक,
बानेर, पुना - 411045

*If this card is lost / someone's lost card is found,
please inform / return to :-*
Income Tax PAN Services Unit, NSDL,
3rd Floor, Sapphire Chambers,
Near Baner Telephone Exchange,
Baner, Pune - 411 045

Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in



आयकर विभाग
INCOME TAX DEPARTMENT
CHITRALEKHA BANERJEA
KASHI PRASAD MUKHERJEE
10/10/1949
Permanent Account Number
AMTPB7814N
Signature
भारत सरकार
GOVT. OF INDIA
1902007

इस कार्ड को खोने/पाने पर कृपया सूचित करें/लौटाएं।
आयकर पैन सेवा इकाई, एन एस डी
पहली मंजिल, टाइम्स टॉवर, कमला मिल्स कंपाउंड, एस. बी. मार्ग,
लोअर पारेल, मुंबई-400 013.

If this card is lost / someone's lost card is found,
please inform / return to :
Income Tax PAN Services Unit, NSDL
1st Floor, Times Tower,
Kamala Mills Compound,
S.B. Marg, Lower Parel, Mumbai - 400 013.
Tel: 91-22-2499 4630, Fax: 91-22-2495 0664
email: tininfo@nsdl.co.in



ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB / 18 / 108 / 666789

পরিচয় পত্র



Elector's Name

Ray Pradip

নির্বাচকের নাম

রায় প্রদীপ

Father/Mother/

Parimal

Husband's Name

পরিমল

পিতা/মাতা/স্বামীর নাম

Sex

M

লিঙ্গ

পুং

Age as on 1.1.1995

21

১১.১১.৯৫-এ বয়স

২১

Signature

Address

New Tollygunge North, Ward 114,
Regent Park, South 24 Parganas

ঠিকানা

নিউ টোলীগঞ্জ উত্তর, ওয়ার্ড ১১৪, রিজেন্ট পার্ক,
দক্ষিণ ২৪ পরগণা

Facsimile Signature

Facsimile Signature
Electoral Registration Officer

নির্বাচক-নিবন্ধন অধিকারিক

For 108-JADAVPUR

Assembly Constituency

১০৮ - যাদবপুর

বিধানসভা নির্বাচন কেন্দ্র

Place

Alipore

স্থান

আলিপুর

Date

16.06.95

তারিখ

১৬.০৬.৯৫

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

GRN: 19-201920-002379351-1

Payment Mode Online Payment

GRN Date: 11/06/2019 23:32:09

Bank : Punjab National Bank

BRN : 175638799

BRN Date: 11/06/2019 11:33:42

DEPOSITOR'S DETAILS

Id No. : 16051000125325/11/2019

[Query No./Query Year]

Name : ANIK KUMAR TIWARI

Contact No. :

Mobile No. : +91 9831068599

E-mail : anil.tiwari2311@gmail.com

Address : 1431A SOUTH SINTHEE ROAD KOLKATA 700050

Applicant Name : Mr SUBIR KUMAR DUTTA

Office Name :

Office Address :

Status of Depositor : Others

Purpose of payment / Remarks :

Sale, Development Agreement or Construction agreement
Payment No 11

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16051000125325/11/2019	Property Registration- Stamp duty	0030-02-103-003-02	40021
2	16051000125325/11/2019	Property Registration- Registration Fees	0030-03-104-001-16	10021
Total				50042

In Words : Rupees Fifty Thousand Forty Two only

Major Information of the Deed

Deed No :	I-1605-03370/2019	Date of Registration	13/06/2019
Query No / Year	1605-1000125325/2019	Office where deed is registered	
Query Date	30/05/2019 4:30:24 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	SUBIR KUMAR DUTTA ALIPORE, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9836974709, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 1,50,33,889/-	
Stamp duty Paid(SD)		Registration Fee Paid	
Rs. 40,071/- (Article:48(g))		Rs. 10,021/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Kalighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nepal Bhattacharjee Street, Road Zone : (Sadananda Road Crossing -- Dharmadas Bhattacharjee Abaitanik Primary School) , Premises No: 18/1, , Ward No: 083 Pin Code : 700026

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	3 Katha 15 Chatak 31 Sq Ft	1/-	1,35,33,889/-	Property is on Road
Grand Total :				6.5679Dec	1 /-	135,33,889 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	1/-	15,00,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		2000 sq ft	1 /-	15,00,000 /-	

and Lord Details :

Name,Address,Photo,Finger print and Signature

Sl
No

1 Smt CHITRALEKHA BANERJEA

Wife of Mr PRONOB KUMAR BANERJEA 18/1, NEPAL BHATTACHARJEE STREET, P.O:- KALIGHAT, P.S:- Kalighat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AMTPB7814N, Status :Individual, Executed by: Self, Date of Execution: 12/06/2019

, Admitted by: Self, Date of Admission: 12/06/2019 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 12/06/2019

, Admitted by: Self, Date of Admission: 12/06/2019 ,Place : Pvt. Residence

Developer Details :

Sl No Name,Address,Photo,Finger print and Signature

1 BALAJI STRUCTURES PRIVATE LIMITED

1129A, LASKARHAT, P.O:- TILJALA, P.S:- Tiljala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700039 , PAN No.: AAFCB0013N, Status :Organization, Executed by: Representative

Representative Details :

Sl No Name,Address,Photo,Finger print and Signature

1 Mr ANIL KUMAR TIWARI (Presentant)

Son of Mr HARIHAR NATH TIWARI 143/1D, SOUTH SINTHEE ROAD, P.O:- SINTHEE, P.S:- Sinthi, Kolkata, District:-North 24-Parganas, West Bengal, India, PIN - 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ABQPT4195E Status : Representative, Representative of : BALAJI STRUCTURES PRIVATE LIMITED (as DIRECTOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PRADEEP ROY Son of Late PARIMAL ROY ALIPORE POLICE COURT, P.O.- ALIPORE, P.S:- Alipore, Kolkata, District:- South 24-Parganas, West Bengal, India, PIN - 700027			
Identifier Of Smt CHITRALEKHA BANERJEA, Mr ANIL KUMAR TIWARI			

Transfer of property for L1		
No	From	To. with area (Name-Area)
	Smt CHITRALEKHA BANERJEA	BALAJI STRUCTURES PRIVATE LIMITED-6.56792 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt CHITRALEKHA BANERJEA	BALAJI STRUCTURES PRIVATE LIMITED-2000.00000000 Sq Ft

Endorsement For Deed Number : I - 160503370 / 2019

On 30-05-2019

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 1,50,33,889/-



Sukanya Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
 South 24-Parganas, West Bengal

On 12-06-2019

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

Presented for registration at 21:15 hrs on 12-06-2019, at the Private residence by Mr ANIL KUMAR TIWARI ,

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

Execution is admitted on 12/06/2019 by Smt CHITRALEKHA BANERJEA, Wife of Mr PRONOB KUMAR BANERJEA, 18/1, NEPAL BHATTACHARJEE STREET, P.O: KALIGHAT, Thana: Kalighat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife

Indetified by Mr PRADEEP ROY, , Son of Late PARIMAL ROY, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

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

Execution is admitted on 12-06-2019 by Mr ANIL KUMAR TIWARI, DIRECTOR, BALAJI STRUCTURES PRIVATE LIMITED (Private Limited Company), 1129A, LASKARHAT, P.O:- TILJALA, P.S:- Tiljala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700039

certified by Mr PRADEEP ROY, . . Son of Late PARIMAL ROY, ALIPORE POLICE COURT, P.O: ALIPORE, Thana Alipore, . City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Sukanya Talukdar

Sukanya Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

On 13-06-2019

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021/- (B = Rs 10,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/06/2019 11:33AM with Govt. Ref. No: 192019200023793511 on 11-06-2019, Amount Rs: 10,021/-,
Bank: Punjab National Bank (PUNB0010000), Ref. No. 175638799 on 11-06-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 50/-, by online = Rs 40,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1264, Amount: Rs.50/-, Date of Purchase: 04/06/2019, Vendor name: Samiran Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 11/06/2019 11:33AM with Govt. Ref. No: 192019200023793511 on 11-06-2019, Amount Rs: 40,021/-,
Bank: Punjab National Bank (PUNB0010000), Ref. No. 175638799 on 11-06-2019, Head of Account 0030-02-103-003-02

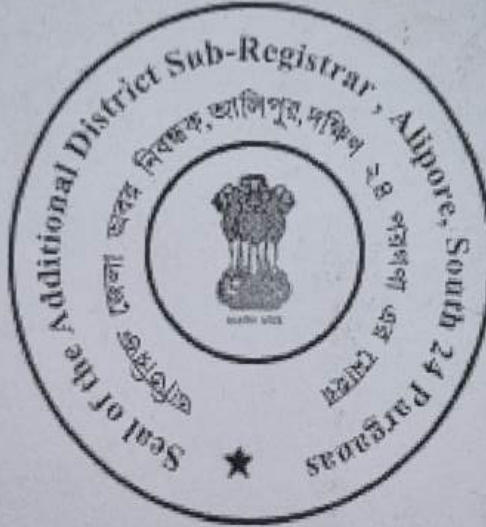
Sukanya Talukdar

Sukanya Talukdar
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2019, Page from 117315 to 117358
being No 160503370 for the year 2019.



18/06/2019
17:52:23
Digitally signed by
SUKANYA TALUKDAR

Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR
Date: 2019.06.18 17:52:23 +05:30
Reason: Digital Signing of Deed.

(Sukanya Talukdar) 18/06/2019 17:52:07
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)