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Certified that the document is admitted to registration. The signature in one and the endorsement sheet occurrent are the per in this in the Alipore, South 24 Parganes

- 9 JAN 2017

## JOINT-VENTURE AGREEMENT

THIS AGREEMENT is made on the 30 day of December, 2016 (Two Thousand and Sixteen) B E T W E E N

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S/O Late Monnichon Das S/O Late Monnichon Das SI, Mateur pally Seal panaBarrisha KOL-8 100: BULINEMIS

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Alipore, South 24 Parganee

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SRI PANCHANAN BANERJEE, son of Late Ananda Kethra
Banerjee, having PAN - CNGPB9436G, by Faith - Hindu, by
Occupation - Landholder, by Nationality - Indian, residing at
Vidyasagar Sarani, 41/A/14, Michel Madhusudan Block, P.O.
Barisha, P.S. Thakurpukur now Haridevpur, Kolkata - 700008,
hereinafter called and referred to as the LAND OWNER (which
terms or expression shall unless repugnant to the context shall
deemed to mean and include his heirs, executors,
administrators, legal representatives and assigns) of the ONE
PART.

#### AND

M/S. GANAPATI CONSTRUCTION, a Proprietorship Firm, having its office at 18, Vidya Sagar Sarani (Natun Pally), P.O. Barisha, P.S. Thakurpukur now Haridevpur, Kolkata - 700008, being represented by its Proprietor namely SRI GOVIND KUMAR being son of Sri Hukum Chand Gupta, having his PAN - ADZPG7353A, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 24/6/4, Banamali Banerjee Road, P.O. Barisha, P.S. Thakurpukur now Haridebpur, Kolkata



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(which terms of expression shall unless repugnant to the context shall deemed to mean and include it's successors-in-interest and assigns) of the OTHER PART.

WHEREAS One Chandi Charan Ghosh and Milan Bala Ghosh jointly seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of landed property, lying and situated at Mouza - Purba Barisha, J.L. No. 23, R.S. No. 43, District Collectorate Touzi Nos. 1-6, 8-10, 12-16, Pargana - Magura, comprised in R.S. Khatian No. 221. appertaining to R.S. Dag No. 271, under Police Station -Thakurpukur now Haridebpur, in the District South 24 Parganas, A.D.S.R. at Behala, D.S.R. - II at Alipore and accordingly the said Chandi Charan Ghosh and Milan Bala Ghosh jointly seized and possessed of the said landed proeprty by paying rents and taxes to the competent authority without any lets or hindrances, free from all encumbrances.

AND WHEREAS the said Chandi Charan Ghosh and Milan Bala Ghosh while jointly seized and possessed of the said



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landed property filed a title suit being No. 66/1964 on 22.09.1964 before the Ld. 3rd Sub-Judge at Alipore and accordingly the Ld. 3rd Sub-Judge at Alipore passed an order in favour of Chandi Charan Ghosh and Milan Bala Ghosh and to that effect the said Chandi Charan Ghosh after got the said landed property while seized and possessed of the same died intestate on 02.11.1969 leaving behind him, Smt. Sarala Bala Ghosh, as his only surviving legal heirs to inherit the said landed property under the provision of the Hindu Succession Act., 1956, then in force.

AND WHEREAS after demise of the said Chandi Charan Ghosh his surviving only legal heir and/or successor namely Smt. Sarala Bala Ghosh while seized and possessed of said landed property which was left by her husband peacefully and quietly duly mutated her name in the records of the then South Suburban Municipality and property known and numbered as 24/10, Bhuban Mohan Roy Road and she had paying municipal taxes in his name to the South Suburban Municipality.



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AND WHEREAS thereafter the said Smt. Sarala Bala Ghosh while seized and possessed of the said landed property died intstate on 31.07.1984 without any issue leaving behind her nephews namely 1. Ajit Kumar Ghosh and 2. Asit Kumar Ghosh, as her only surviving legal heirs to inherit the said landed property under the provision of the Hindu Succession Act., 1956, then in force.

AND WHEREAS even after got the said landed property the said 1. Ajit Kumar Ghosh and 2. Asit Kumar Ghosh jointly mutated their names in the records of the Kolkata Municipal Corporation and property known and numbered as KMC Premises No. 206, Vidyasagar Sarani, Kolkata 700008 under KMC Ward No. 123 and they had been paying corporation taxes in their names in the records of the KMC.

AND WHEREAS the said 1. Ajit Kumar Ghosh and 2. Asit Kumar Ghosh, both sons Late Krishnalal Ghosh, of 10A, Radha Madhab Dutta Garden Lane, P.S. Beleghata, Kolkata - 700010



District Sub-Register-II All ports, South Ja Patiednes while jointly seized and possessed of the said landed property sold, transferred, conveyed, assigned and assured of ALL THAT piece and parcel of land measuring more or less an area of 1 Cottah 12 Chittaks 40 Sq.ft., lying and situated at Mouza - Purba Barisha, J.L. No. 23, R.S. No. 43, District Collectorate Touzi Nos. 1-6, 8-10, 12-16, Pargana - Magura, comprised in R.S. Khatian No. 221, appertaining to R.S. Dag No. 271, under Police Station - Thakurpukur now Haridebpur, formerly within the limits of South Suburban Municipality at present within the limits of Ward No. 123 of the Kolkata Municipal Corporation, being KMC Premises No. 206, Vidyasagar Sarani, Kolkata -700008, in the District South 24 Parganas, A.D.S.R. at Behala, D.S.R. - Il at Alipore, unto and in favour of Gitarani Chatterjee, since deceased, wife of Late Ajit Kumar Chatterjee, of 18, Vidyasagar Sarani, P.O. Barisha, P.S. Thakurpukur now Haridebpur, Kolkata - 700008, by virtue of a registered Bengali Deed of Sale, duly registered in the office of District Sub-Registrar at Alipore, recorded in Book No.I, Being No. 15377 for the year 1991.



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AND WHEREAS after purchasing the said landed property the said Gitarani Chatterjee, since deceased, wife of Late Ajit Kumar Chatterjee, of 18, Vidyasagar Sarani, P.O. Barisha, P.S. Thakurpukur now Haridebpur, Kolkata - 700008 while seized and possessed of the same duly mutated her name in the records of the Kolkata Municipal Corporation and property known and numbered as KMC Premises No. 206C, Vidya Sagar Sarani, P.O. Barisha, P.S. Thakurpukur now Haridebpur, Kolkata - 700008 and she had been paying corporation taxes in her name in the records of KMC Assessee No. 41-123-18-0747-4.

and whereas thereafter the said Gitarani Chatterjee, since deceased, wife of Late Ajit Kumar Chatterjee, of 18, Vidyasagar Sarani, P.O. Barisha, P.S. Thakurpukur now Haridebpur, Kolkata - 700008 during her life time duly executed a Will and/or Testament on 16.06.2006 unto and in favour of SRI PANCHANAN BANERJEE, son of Late Ananda Kethra Banerjee, of Vidyasagar Sarani, 41/A/14, Michel Madhusudan Block, P.O. Barisha, P.S. Thakurpukur now Haridevpur, Kolkata



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 700008, therein referred to as the Beneficiary, being the Present Land Owner herein, in respect of the aforesaid landed property.

AND WHEREAS after demise of Gitarani Chatterjee on 03.07.2006 the said SRI PANCHANAN BANERJEE, son of Late Ananda Kethra Banerjee, of Vidyasagar Sarani, 41/A/14, Michel Madhusudan Block, P.O. Barisha, P.S. Thakurpukur now Haridevpur, Kolkata ~ 700008, therein referred to as the Beneficiary filed a Probate Case under Act. XXXIX bearing CAse No. 210 of 2014 before the Ld. 1st Court of Civil Judge (Sr. Div.) at Alipore and accordingly Ld. 1st Court of Civil Judge (Sr. Div.) at Alipore passed and/or granted probate by a order dated 12th day of August, 2016 in favour of SRI PANCHANAN BANERJEE, son of Late Ananda Kethra Banerjee, in respect of the aforesaid landed property.

AND WHEREAS thus the said SRI PANCHANAN BANERJEE, son of Late Ananda Kethra Banerjee, of Vidyasagar Sarani, 41/A/14, Michel Madhusudan Block, P.O. Barisha, P.S.



Owner Sub-Register-II Alipore, South 14 Palganas Thakurpukur now Haridevpur, Kolkata - 700008, being the Present Land Owner herein became the absolute lawful owner of ALL THAT piece and parcel of land measuring more or less an area of 1 Cottah 12 Chittaks 40 Sq.ft., lying and situated at Mouza - Purba Barisha, J.L. No. 23, R.S. No. 43, District Collectorate Touzi Nos. 1-6, 8-10, 12-16, Pargana - Magura, comprised in R.S. Khatian No. 221, appertaining to R.S. Dag No. 271, under Police Station - Thakurpukur now Haridebpur. formerly within the limits of South Suburban Municipality at present within the limits of Ward No. 123 vide KMC Assessee No. 41-123-18-0747-4 of the Kolkata Municipal Corporation, being KMC Premises No. 206C, Vidya Sagar Sarani, P.O. Barisha, P.S. Thakurpukur now Harldebpur, Kolkata - 700008, in the District South 24 Parganas, A.D.S.R. at Behala, D.S.R. -II at Alipore and the Presnet Land Owner herein duly constructed brick built asbestos shed structure, having an area · more or less 400 Sq.ft. over the schedule landed property at his own costs, expenses and efforts, free from all encumbrances.



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Thakurpukur now Haridevpur, Kolkata - 700008, being the Present Land Owner herein became the absolute lawful owner of ALL THAT piece and parcel of land measuring more or less an area of 1 Cottah 12 Chittaks 40 Sq.ft., lying and situated at Mouza - Purba Barisha, J.L. No. 23, R.S. No. 43, District Collectorate Touzi Nos. 1-6, 8-10, 12-16, Pargana - Magura, comprised in R.S. Khatian No. 221, appertaining to R.S. Dag No. 271, under Police Station - Thakurpukur now Haridebpur, formerly within the limits of South Suburban Municipality at present within the limits of Ward No. 123 vide KMC Assessee No. 41-123-18-0747-4 of the Kolkata Municipal Corporation. being KMC Premises No. 206C, Vidya Sagar Sarani, P.O. Barisha, P.S. Thakurpukur now Haridebpur, Kolkata - 700008, in the District South 24 Parganas, A.D.S.R. at Behala, D.S.R. -II at Alipore and the Presnet Land Owner herein duly constructed brick built asbestos shed structure, having an area more or less 400 Sq.ft, over the schedule landed property at his own costs, expenses and efforts, free from all encumbrances.



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AND WHEREAS with a view to develop the land, as described in the Schedule below and to erect multistoried building over the same in terms of the sanctioned building plan to be sanctioned by the Kolkata Municipal Corporation, the land Owner herein have invited the developer to undertake the charge of such constructional and/or development works of the schedule property at its costs, expenses and efforts.

and whereas the Developer herein, who has earned sufficient goodwill in the business of land promotion and development, being agreed with the said proposal of the land. Owner and agreed to develop the Schedule property and to erect building thereon in terms of the sanctioned building plan at its own costs, expenses and efforts and in pursuance to the above, the Parties herein have entered into this Agreement in between them on the following terms and conditions:

# NOW THIS AGREEMENT WITNESSES:

### ARTICLE: 1.

**DEFINITIONS** - for proper clarification and understanding of this presents the following terms which have already been used



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for several times and will come number of times shall always mean and include.

SAID PROPERTY - shall always mean and include ALL THAT piece and parcel of Bastu land measuring more or less an area 1 (one) Cottah 12 (twelve) Chittaks 40 (forty) Sq.ft., TOGETHER WITH brick built kuntcha asbestos shed structure, having an area more or less 400Sq.ft. standing thereon, lying and situated at Mouza - Purba Barisha, J.L. No. 23, R.S. No. 43, District Collectorate Touzi Nos. 1-6, 8-10, 12-16, Pargana -Magura, comprised in R.S. Khatian No. 221, appertaining to R.S. Dag No. 271, under Police Station - Thakurpukur now Haridebpur, formerly within the limits of South Suburban Municipality at present within the limits of Ward No. 123 vide KMC Assessee No. 41-123-18-0747-4 of the Kolkata Municipal Corporation, being KMC Premises No. 206C, Vidya Sagar Sarani, P.O. Barisha, P.S. Thakurpukur now Haridebpur, Kolkata - 700008, in the District South 24 Parganas, A.D.S.R. at Behala, D.S.R. - II at Alipore, as morefully and particularly described in the Schedule hereunder written.



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PROPOSED BUILDING MEANS - the proposed multi (G+III) storeved building to be constructed upon the said property.

FLAT/APARTMENT MEANS: The unit of a self contained accommodation of the said Building for residential purpose having one or more rooms along with Kitchen, exclusive user of bath and privy with all modern amenities and facilities to use and enjoy the same exclusively and without any interruption from others, along with free access and right to ingress and egress to and from the main entrance and public road.

PLAN OR MAP SHALL MEAN: The building plan duly sanctioned by the Kolkata Municipal Corporation in respect of the proposed building/buildings and shall include all such modification or alternation as may be made by the developer from time to time when required.

OWNER MEANS: SRI PANCHANAN BANERJEE, son of Late

Ananda Kethra Banerjee, by Faith - Hindu, by Occupation 
Landholder, by Nationality - Indian, residing at Vidyasagar

Sarani, 41/A/14, Michel Madhusudan Block, P.O. Barisha, P.S.

Thakurpukur now Harigevpur, Kolkata - 700008.



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Proprietorship Firm, having its office at 18, Vidya Sagar Sarani (Natun Pally), P.O. Barisha, P.S. Thakurpukur now Haridevpur, Kolkata - 700008, being represented by its Proprietor namely SRI GOVIND KUMAR GUPTA son of Sri Hukum Chand Gupta, having his PAN - ADZPG7353A, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 24/6/4, Banamali Banerjee Road; P.O. Barisha, P.S. Thakurpukur now Haridebpur, Kolkata 4,700082.

ARCHITECT - shall mean any qualified person or persons or firm or firms or LBS appointed or nominated by the Developer as the Architect of the building/buildings to be constructed upon the said property:

SPECIFICATIONS AND AMENITIES - materials and specifications as recommended by the Architect for the construction or the building and amenities means - All fittings as described in the annexure and will be provided by the developer in those flats under Reserve portion.



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## COMMON/SERVICE AREA SHALL MEAN :

- Staircase on all floors.
- ii) Staircase landing on all floors.
- iii) Common passage and lobbies on the ground floor.
- iv) Water pumps, water tanks, reservoirs, water pipes, septic tank, all rain water pipes and all other common plumbing installation's and sanitary installations.
- v) Common electrical wiring, fittings and fixtures, generators (excluding those as are specifically installed for any particular unit)
- vi) Drainage and sewers.
- vii) Boundary walls and main gates.
- viii) Such other common parts, areas, equipments, fittings, installations, fixtures and spaces in or around the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and covered and uncovered spaces and areas.
- ix) Roof on the top floor.



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OWNERS' ALLOCATION: Owner shall get One Flat, having super built-up area more or less 800 Sq.ft. on the Top Floor of the proposed G+III storied building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation.

The Developer shall pay sum of Rs. 1,50,000/- (Rupees One Lakhs Fifty Thousand) Only towards adjustable amount in favour of the Land Owner herein in the following manner:

Date of Execution of this Agreement Rs. 50,000/-

On or before handover lawful khas vacant possession of Land Owner's Allocation Rs.1,00,000/-

Total Rs.1,50,000/-

TAX LIABILITIES: the Owner shall not be liable to any kind of the tax liability in respect of selling the flats and Spaces under the Developer's Allocation including any thing in relation with the sale of those.

INSPECTION OF THE CONSTRUCTION: The Owner shall have the right and liberty to inspect the construction work of the project building at any time or stage of the construction. If any inferior quality of the building materials is detected by the



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Owner, the same shall be replaced by the standard good quality materials by the Developer.

DELIVERY OF THE PHOTO COPY: the Developer shall deliver Xerox copy of the Regd. Sale deeds in respect of the Developer's allocated flats to the Owner at the time of registration of the said deeds.

DEVELOPER'S ALLOCATION: shall mean the remaining flats in the different floors together with the Car Parking Space/
Spaces in the ground floor of the proposed multi storied building as per sanction plan to be sanctioned by the Kolkata Municipal Corporation out side the owners' allocation.

INTENDING BUYERS SHALL MEAN: all the persons firm, organizations who is/are interested to purchase any flat/flats, and any other space of the said building particularly from the Developer's Allocation.

UNAVOIDABLE CIRCUMSTANCES SHALL MEAN: Unnatural calamities, earthquakes, civil disorder, political unrest by which



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the construction work of the proposed building can be disturbed, stopped or suspended for a considerable time.

## ARTICLE : II

DEVELOPER'S OBLIGATIONS: That it is agreed by and between the Parties herein that the Developer shall be entitled to construct a building upon the said property by its own fund and resources or by any other funds procured by taking advance from the intending buyers, who is willing to purchaser any flats in the said building the developer fulfill the following obligations towards the Land Owner.

- a) That the Developer will construct the proposed building upon the said property strictly as per the Building Plan duly sanctioned by the Kolkata Municipal Corporation.
- b) That the Developer shall have to maintain the proper sizes/
  specification as per the Building Plan in respect of the
  Owners' Allocation.
- c) That the Developer shall have to appoint a professional civil Engineer or LBS or firm as Architect to supervise the construction of the building/buildings.



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- d) That the entire cost and expenses for the construction of the building will be borne by the Developer and the Developer shall not claim or demand in any part of the said expenses from the Land Owner.
- That after completion of the proposed building as also after availing the completion certificate from the KMC the Developer shall deliver the flats under the Owner's Allocation to the Owner with his satisfaction and it is mandetory to the Developer he shall obtaining the complete certificate from the KMC and developer the Owner allocation together with proportionate interest of the land and similarly shall put any body clse into the possession of the Developer's Allocation or any part thereof. It is to be categorically mentioned that the Land Owner shall bear no expenses in the matter of construction of the building and shall have no liability in any manner whatsoever in the matter of constructional work of the said building as well as development works of the said land as described in the



District Sub-Register-II Alipore, South 24 Parime schedule below and even towards realisation of the complection certificate and/or regularisation of any addition, alteration and/or deviation towards the work of construction of the proposed building.

That after giving lawful physical possession of the flats Ð under the Owners' Allocation in favour of the land Owner the developer shall have the right to sale the other flats of the proposed building and in the ground floor of the said building in the favour of the buyer or buyers or put any body into the possession of the Developer's Allocation or any part thereof and to fix-up consideration value for the same in favour of such buyers and to enter into agreement for sale with such buyers, to receive part price or full consideration money from such buyers under the terms and conditions as the developer shall think fit and proper and on receipt of the full payment for the concerned flat/flats form the purchaser/purchasers, the Developer shall execute Deed of Sale in favour of the purchaser transferring the flat/



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- flats, in his favour or in his/her/their/it's favour and in such
  .
  Deed the Developer shall join as a confirming party.
- That the Developer shall start the constructional works of the building and sanction of building plan by the Kolkata Municipal Corporation authority and shall complete the same in terms of the sanctioned building plan to be sanctioned by Kolkata Municipal Corporation within next 18 months and to hand over lawful physical possession of the flats under Owner's Allocation in favour of the Land Owner within the said period of 18 months without any more delay in any manner whatsoever. It is to be noted herein that the time as mentioned in this paragraph shall be the essence of this contract.
- h) That the Developer shall have no right or shall not be entitled to sell, transfer, and/or encumber the flats under the Owner's Allocation.
- i) That the Developer shall act as an independent contractor in constructing the building and under take to keep the



District Seb-Register-II Alipore, South 24 Parcana Land Owner indemnified from time to time against all 3rd party claims and actions arising out of any act of ommission or accident, such as loss of life of labourers, mistries and allied natures or things or relating to the construction of the building.

- j) That Developer shall be responsible to fulfil all the abovementioned obligations towards the Land Owner, failing which the Land Owner shall have every option to claim and/ or cancel, rescind, the present Agreement.
- K) That the Developer if and when the circumstances demand shall install separate electric meter in the name of the respective purchaser/s at the proposed building for the flats under the Developer's Allocation at the cost of them. But in case of the meter installation charges and security deposit if any for the Land Owners' Allocation is required, the same will be borne by the Developer.
- That the Land Owner shall not be liable with regard to the nature of construction of the proposed building and also for any financial transaction with the Third Parties.
- m) That in case of any delay towards the delivery of possession in respect of the Land Owners' Allocation for any unavoidable circumstances the same may be considered.
- n) That with the execution of the instant Development Agreement the Land Owner agree to execute a Registered



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General Power of Attorney in favour of the Developer appointing the Developer as their lawful Constituted Attorney empowering and entrusting him with or entrusting upon him all the rights, liberties and authorities in respect of the Schedule property (together with the right of selling of the flats and/or any other spaces of the proposed construction except Owner's Allocation) so that the Developer shall carry on the proposed Development and/or constructional work of the Schedule property peacefully and smoothly.

- o) That Developer may be right to amalgamate the adjacent plots of the Land Owner herein into a single plot of land at his own costs, expenses and efforts and to that effect Land Owner shall have no right to raise any objection in that matter in future any manner whatsoever.
- p) That the developer shall pay a sum of Rs.3,000/- per month to the owner herein towards monthly rent for his alternative residential accommodations from the date of handing over physical possession of the schedule property in favour of the developer for the purpose of constructional work till hand over lawful physical possession of the owners' allocation in favour of the owner. Such alternative residential accommodation shall be arranged by the owner.



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#### ARTICLE - III

#### RIGHTS AND PRIVILEGES OF THE DEVELOPER.

- a) That save and except those portion which shall be kept reserved for the Land Owner, the Developer shall be entitled to sell and/or transfer all the flats of the said building to any intending buyer/buyers in such a price and in such terms and conditions as determined by the Developer.
- b) That the Developer shall be entitled to receive the entire consideration money in respect of the Developer's Allocation only from the intending buyers against issuing proper receipt thereof.
- That the Land Owner shall have no right and /or liberty to interfere in those transaction made between the Developer and the intending buyer/buyers in any manner whatsoever and further the Land Owner shall not be entitled to claim the profit of the said venture or part thereof on the contrary the Developer shall have no right, interest, ownership, possession whatsoever over the flats under the Owners' Allocation.





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- d) That the Developer shall have every right to disclaim and /or relinquish any claim from the intending buyer and/or shall be entitled to settle any matter with any intending buyer in respect of payment of consideration or in any issue, in any term as the Developer may think fit and proper.
- sort of Agreement with any intending flat or space buyer/
  buyers and shall be entitled to execute all or any type of
  Deed of Transfer in favour of the intending buyer in respect
  of the flat/space of the building under the Developer's
  allocation only, after handing over the possession to the
  Land Owner and further shall be entitled to be present
  before the Registration Office or Officers for the registration
  of all those Deeds or Documents of transfer in favour of all
  intending buyers on behalf of itself and also on behalf of
  the Land Owner and for that purpose the Land Owner will
  execute a General Power of Attorney in favour of the



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Developer to do all such acts and deeds required for the proposed construction and registration of the Deed of Transfer in respect of the Developer's Allocation only along with the proportionate share and interest in respect of the land within the Premises against the under marketed impartible proportionate share of the entire land under the Schedule hereunder in favour of the flat buyers and the land Owner (except anything against the interest of the Land Owner) will ratify and confirm all those acts and deeds and also those exegution and registration of Deeds and Documents in favour of the intending buyers. That it is expressively mentioned here that the Developer shall have to give possession of the flats under the Owner's Allocation immediate after completion of the building before giving possession of any flats in favour of any purchaser or purchasers who intend to purchase flats under Developers' Allocation.

That during the period of construction of the proposed building the Developer shall be in absolute possession of the said property and the Land Owner shall not be entitled to disturb the possession of the Developer in any manner whatsoever.



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- That the Developer after completion of the building will handover the possession certificate in respect of the share of the Land Owner excluding super built-up measurement and will also remain bound to handover the completion certificate in respect of the building to the Land Owner.
- b) That Developer shall have right to involve any person or persons in that project as a Partner in terms of this Agreement and to that effect Owner shall not clam, demand any time in future any manner whatsoever.
- That Developer shall have right to amalgamate the said schedule mentioned property into any adjacent and/or contiguous land in any time in terms of this Agreement and to that effect Owner shall raise on objection any time in future any manner whatsoever.

# ARTICLE - IV LAND OWNER OBLIGATIONS AND PRIVILEGES:

a) That the Land Owner do hereby declare that they have absolute right, title and interest upon the said landed property and do hereby further declare that the said property morefully described in the schedule below is free from all encumbrances, disputes, litigations and in the



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mean time they have not received any notice and notices to the effect that the said land is affected by any scheme of the Government of West Bengal or of Kolkata Municipal Corporation and/or any other statutory body at the time of signing of this Agreement. So, being satisfied about the marketable title of the said property and the same is being free from all encumbrances, the Developer herein has entered into this Agreement.

- b) That the Land Owner shall at the time of execution of this presents deliver all the original documents regarding the title of the land. Other papers and documents against proper receipts/certified copies from the developer.
- c) That the Landowner shall not be entitled in any way to interfere with the management of the construction of the proposed building and in the matter of transfer of the flats or spaces of the building (out of the Developer's Allocation Only) to the intending buyers. But shall have absolute right & authorities to inspect the main structural part of the



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building as well as in respect of the Land Owners' Allocation from time to time and also get it checked by any Engineer or specialized person and any defect or deviation as may be found would be removed by the Developer.

- d) That the Land Owner shall not be required to share or pay any portion of costs for construction of the proposed building including the cost of construction of the Land owner's allocation which will be solely borne by the Developer.
- Association be formed, the Land Owner shall become the members of the said Society and/or Association as the case may be and shall be liable to pay and bear proportionate maintenance charges, as well as services charges and Municipal taxes is respect of their allocation and for maintenance of the common areas, facilities etc.
- The Land Owner shall have the right to sell/transfer, the flats and spaces under their allocation to any third party at their own discretion. The Developer shall have no interference to that effect in any manner whatsoever.



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- g) That Developer herein will bear all costs and expenses of mutation in respect of schedule mentioned landed property in the records of B.L. and L.R.O. as well as KMC.
- h) That Land Owner herein shall bound to amalgamate their schedule mentioned landed property with adjacent contiguous land Owner and accordingly they have put their respective signatures in the said deeds as and when require the same and to that Land Owner shall not raise no objection in future any manner whatsoever.

## ARTICLE - V CANCELLATION AND ARBITRATION

- a) All communication in the form of letter, notice, correspondence from/to either of the parties will be made to the address written in the 1<sup>st</sup> page of this present and will be communicate by postal service or personal peon services and letter, notice served upon either of the parties to other.
- The court within the District South 24 Parganas shall have the jurisdiction to entertain and try in accordance with the law, suit and proceedings arising out of this Agreement.
- each other in all respect to materials the said development project within the stipulated time of 18 months from the



District Sub-Register-II

-9 JAN 2017

obtaining sanction building plan duly sanctioned by the Kolkata Municipal Corporation, failing which the agreement will be cancelled subject to any reasonable unavoidable circumstances as stated above.

#### DETAILS OF WORKS AND STANDARD OF MATERIALS:

- 01. Earth cutting and Base casting = As per sanctioned plan.
- Brick Works = 1<sup>st</sup>. class picket with 6:1 mortar.
- 03. R.C.C. Works = As per sanctioned plan. (structural Drawings)
- 04. Doors= Frame'4"x3" Sal wood, and Palla commercial flash door.
- Windows = Sliding Windows with Grill.
- 06. Grill = 18/5 mm steel with simple design.
- Plaster = ½" thick Sand Cement plaster inside and out side walls, ceiling, chaja etc. of the building.
- 09. Plaster of Paris =All rooms inside.
- Colors = Outside, Windows, and Gills.
- Electric Works = Concealed wiring with Anchor Switches and Wire with normal and necessary points. in One Flat, Cable line, Exhaust.
- Plumbing Works = Concealed wiring with fittings with normal and necessary points.



District Sub-Register-II Alipare, South To Form

-9 JAN 2017

- 13. Toilet = Glaze Tiles fittings up to 5'-0" high, 1 No. of White Commode/pan, Ceramic tiles up to 750 mm from Kitchen top level, 2 Nos, of Tab, 1 No. of shower, Extra charges for hot water line and Geezer line.
- Septic Tank, Water Reservoir, Water Tank and Stair Head Room
   As per sanctioned plan.
- No. Electric connection charges of every flat will pay by the developer except owner's allocation flat.
- Passage Area Pavement with grey net cement finished.
- All floor, stair and landings will be finish by marble and/or Tiles.

# SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT piece and parcel of Bastu land measuring more or less an area 1 (one) Cottah 12 (twelve) Chittaks 40 (forty) Sq.ft., TOGETHER WITH brick built kuntcha asbestos shed structure, having an area more or less 400Sq.ft. standing thereon, lying and situated at Mouza - Purba Barisha, J.L. No.



District Sub-Register-II

- 9 JAN 2017

23, R.S. No. 43, District Collectorate Touzi Nos. 1-6, 8-10, 12-16, Pargana - Magura, comprised in R.S. Khatian No. 221, appertaining to R.S. Dag No. 271, under Police Station -Thakurpukur now Haridebpur, formerly within the limits of South Suburban Municipality at present within the limits of Ward No. 123 vide KMC Assessee No. 41-123-18-0747-4 of the Kolkata Municipal Corporation, being KMC Premises No. 206C, Vidya Sagar Sarani, P.O. Barisha, P.S. Thakurpukur now Haridebpur, Kolkata - 700008, in the District South 24 Parganas, A.D.S.R. at Behala, D.S.R. - II at Alipore TOGETHER WITH right to take electric, tap water, gas, telephone connections over the Road/Common passage adjacent to the said plot of land as well as said land together with all right of easements thereto and the same is butted and bounded as follows :-

On the North : Land and Building of Jayanta Majumder.

On the South : Land under Dag No. 271.

On the East : Land of Bhim Naskar and others.

On the West : 14 ft. wide common passage,



District Sith-Register-II Alipore, South 2d Parman

E9 JAN 2017

IN WITNESS WHEREOF the parties herein have set and subscribed their respective hands on the day, month and year first above written.

#### WITNESSES:

1) Soumende Frews Sto- Late-Rompada Ritors Sto, vidyae Bar paly-level-E.

Kul- 768118 .

SIGNATURE OF LAND OWNER

Drafted by me :

littam Halder 107

Alipore Police Court, Kolkata - 700 027. Computerized Printed by Kuntul Mukherjee !

GANPATI CONSTRUCTION

SIGNATURE OF DEVELOPER



District Sub-Register-II Allieum, Sont 11 University

- 9 JAN 2017

## MEMO OF THE CONSIDERATION

RECEIVED sum of Rs.50,000/- (Rupees Fifty Thousand) Only by <u>SRI PANCHANAN BANERJEE</u> in terms of this agreement in presence of the following witnesses and in the following manners:-

-:: MEMO :: -

By way of Cash

Rs. 50,000/-

Total Rs.50,000/-

(Rupees Fifty Thousand Only)

WITNESSES:

1) Soumerda Rinn 54, vidyaszson poly Kul-8.

2) halir Sun. 1/1/5 NamponRoy Row . West Banisha. Kul-Grorof.

Paralonon Brusejeur

SIGNATURE OF LAND OWNER



District Sub-Register-II
Alipore, South \*\* Parcango

~9 JAN 2017

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	right hand					
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	right hand		4		* 4	
Name Signature						
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			1ª finger	Middle Finger	Ring Finger	Small Fing
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	left hand right hand	R. Cropta		Middle Finger		
Name Choven	left hand right hand	Buerz ree Thumb				



District Sub-Register-II Alipore, Smith 24 Parents

- 9 JAN 2017



# Government of West Bengal Directorate of Registration & Stamp Revenue

### e-Assessment Slip

Query No / Year	1602-1000430552/2016	Office where deed will be registered		
Overy Date 21/12/2016 3:38:57 PM		D.S.RIT SOUTH 24-PARGANAS, District South 24 Parganus		
Applicant Name, Address & Other Details	UTTAM HALDER Thana: Alipore, District: South 24-f Status: Advocate	Parganas, WEST BENGAL, Mobile No. 9433497640,		
Transaction		Additional Transaction		
[0110] Sale, Development Agreement or Construction		[4305] Other than Immovable Property, Declaration [No of Declaration 2], [4311] Other than Immovable Property, Receipt [Rs: 50,000/-]		
Set Forth value		Market Value		
Rs 2/-		Rp. 15,64,443/		
Total Stamp Duty Payable	Jeru Jeru	Total Registration Fee Payable		
and the second s	1,000	Rs 592/- (Article E. E. B. M(b), H)		
Rs. 5,021/- (Article:48(g))  Mutation Fee Payable Expected date of Presentation of Deed		and the state of t		
Remarks	Received Rs. 50V- (FIFTY only ) from the applicant for issuing the assement slip (Urba)			

# Land Details :

District: South 24-Parganias, P.S.-Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Hond Vidyasagar Sarani, Road Zone: (Premises Not located on J.L. Sarani (Ward 123.124) - )... Premises No. 206C. Ward No. 123

Sch	Plot	Khatian		and the second second	Area of Land	SetForth Value (in Rs.)	Market Value (in Rs.)	Other Details
No L1	Number	er Number	Bastu	1 Katha 12 Chatak 40 Sq	1/-	The second secon		
	Grand	Total:			2.9792Dec	17-	14,44,443 /-	

#### Structure Details:

Struct	nte Derane +		Other Details		
Sch	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (in Rs.)	Outer Determine
No:	Detaile			a turn month	Structure Type Structure
51	On Land 1.1	400 Sq Ft	1/-	1,200,0007	Shocease (Spe. on

Gr. Floor, Area of floor: 400 Sq.Ft. Residential Use, Camerical Floor, Ape of Structure, 01-ear Roof Type, Tim Shed, Extent of Completion, Complete

1,20,000/ 400 sq ft.

AS-1 of 3

Query Number - 1602-1000430552/2016 Gene enathikarán gov in



### Land Lord Details:

SI No	Name & address	Status	Execution Admission Details :
1	Shri PANCHANAN BANERJEE Son of Late ANANDA KETHRA BANERJEEVIDYASAGAR SARANI, 41/A/14, Biock/Sector: MICHEL MADHUSUDAN, P.O. BARISHA, P.S Thakurpukur, District: South 24-Parganas, West Bengal, India, Pin - 700008 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No. CNGPB9436G, Status: Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by Self To be Admitted by Self

Developer Details :

SI No	Name & address	Status	Execution Admission Details :
18, VIDY P.S The India, Pil	NAPATI CONSTRUCTION 'A SAGAR SARANI, NATUN PALLY, P.O BARISHakurpukur, District-South 24-Parganas, West Bengin + 700008 Organization, Executed by Representative	Organization (A., al,	Executed by: Representative

Representative Details:

SI No	Name & Address	Representative of
	Shri GOVIND KUMAR GUPTA Son of Shri HUKUM CHAND GUPTA24/6/4, BANAMALI BANERJEE ROAD, P.O.: BARISHA, P.S.: Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN - 700008 Sex Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. ADZPG7363A.	M/S GANAPATI CONSTRUCTION (as PROPRIETOR)

Name & ad	idraes
BARUN DAS Son of Late MANMOHAN DAS 51, NATUN PALLY, P.O:- BARISHA, P.S:- Thakurpukur, Distric Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of I	t:-South 24-Parganas, West Bengal, India, PIN - 700008, India,-, Identifier Of Shri PANCHANAN BANERJEE, Shri
GOVIND KUMAR GUPTA	
GOVIND KUMAR GUPTA	

Trans	fer of property for L1		
SI.No	From	To, with area (Name-Area)	
1	Shri PANCHANAN BANERJEE	M/S GANAPATI CONSTRUCTION-2 97917 Dec	
Trans	fer of property for S1		
SI.No	From	To, with area (Name-Area)	
1	Shri PANCHANAN BANERJEE	M/S GANAPATI CONSTRUCTION-200 Sq Ft	
Query I	Number - 1602-1000480	55V2046 Geografied from enathikaran gov.in	AS- 2 of 3





ভারতের নির্বাচন ক্ষমিশন MRH HA ELECTION COMMISSION OF INDIA IDENTITY CARD

TFE1326354.



নিৰ্বাচকের নাম : কোবিদ কুমার কৰে

Elector's Name : Geven Former Gopta

শিভার নাম

হকুম চান কৰা

Father's Harris - Hakors Cleanel Gupta

1414 / Sex

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स्य जातित Date of Birth : 20/12/1977

TEE1326354

ট্রকানা: ১০০টি বিয়াসকর স্বাধী কোলোকা মানিনিস্থান কর্মেই क्षत्रवर्षम् अस्ति १८ महत्त्वः । १००००

Address.

275B VIDYASAGAR SARAN KULKATA MUNICIPAL CURPORA THAKURPUKUR BOUTH 24 PARGANAS 70000

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सारका निकान अधनन MIGHT SEE ELECTION COMMISSION OF INCIA IDENTITY CARD

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#### Note:

- if the given information are found incorrect, then the assessment made stands invalid.
- Query is valid for 30 days for e-Payment. Assessed market value 8. Query is valid for 44 days r.e. upto 03/62/2017 for registration.
- Standard User charge of Rs. 240/ (Rupees Two hundred fourly) only includes all taxes per document up to 17 (seventeen) pages and Rs. 7/ (Rupees seven) only for each additional page will be applicable.
- e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000F.
- e-Payment is compulsory if Stamp. Duty payable is more than 6,000 or both w.e.t 1st September 2016.
- Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
- Quoting of PAN of Seller and Buyer is a must when the market value of the property: exceeds Rs. 10 fac (Income Tax Act, 1961). If the party concerned does not have a PAN, befshe has to submit a declaration in form no. 60 together with all particulars as required.
- Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this e-Assessment Stip if the property under transaction situates in Municipality/Municipal Corporation/Notified Area.
- Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through GRIPS. If those are not paid through GRIPS then mutation fee are required to be paid at the concerned BLLRO office.

Query Number > 1602-100043055272045 Generated from chathekaran gov in

AS-3 of 3



# Major Information of the Deed

Deed No : 1-1602-00152/2017		Date of Registration 09/01/2017		
Query No / Year 1602-1000430552/2016		Office where deed is registered		
Query Date 21/12/2016 3:38:57 PM		D.S.RI I SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name, Address & Other Details  UTTAM HALDER Thana : Alipore, District : South 2 9433497640, Status : Advocate		4-Parganas, WEST BENGAL, Mobile No.		
Transfer dien		Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than immovable Property, Receipt [Rs : 50,000/-]		
Set Forth value	(%) (15)	Market Value		
Rs. 2/-		Rs. 15,64,443/-		
Stringdary Paid(SD)		Registration Lee Paid		
Rs. 5,021/- (Article:48(g))		Rs. 592/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 0/- (only) from the applicant for issuing the assement slip.(Urban are			

## Land Details:

District: South 24-Parganas, P.S:- Thakurpukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Midyasagar Sarani, Road Zone: (Premises Not located on J.L. Sarani (Ward 123,124) — ) . . Premises No. 206C.

Ward No: 123

Sah No	Plot Number	Khatian Number	Land	Area of Land	SetForth Value (In Rs.)	Market Value (lu Rs.)	Other Details
L1			Bastu	1 Katha 12 Chatak 40 Sq Ft			Width of Approach Road: 14 Ft.
	Grand	Total:		2,9792Dec	11-	14,44,443 /-	

#### Structure Details:

Sch	Structum	Area of	Setforth	Market value (In Rs.)	Other Details
No.	Dotalls	Structure	Value (in Rs.)	The state of the s	
St	On Land L1	400 Sq Ft.	1/-	1,20,000/-	Structure Type: Structure

Gr. Floor, Area of floor: 400 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete

Total:	400 sq ft	11-	1,20,000 /-

#### and Lord Details:

10	Name, Address, Photo, Finger	orint and Signatur	e	
1	Name	Photo	Fringerprint	Signature
	Shri PANCHANAN BANERJEE Son of Late ANANDA KETHRA BANERJEE Executed by: Self, Date of Execution: 30/12/2016 , Admitted by: Self, Date of Admission: 09/01/2017 ,Place : Office	Carouze IV		m estate and
		ONO SIZE IT	gentant 1 - 1	1.5



VIDYASAGAR SARANI, 41/A/14, Block/Sector: MICHEL MADRIUSUDAN, P.O.: BARISHA, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN - 700008 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. CNGPB9436G, Status :Individual

# Developer Details:

St. - Name, Audress, Photo Finger print and Signature

M/S GANAPATI CONSTRUCTION

18, VIDYA SAGAR SARANI, NATUN PALLY, P.O.-BARISHA, P.S.-Thakurpukur, District -South 24-Pargaries, West Bengal, India, PIN - 700008 Status Organization

# Representative Details:

Name	Photo:	Finger Print	Sjynature
Shri GOVIND KUMAR GUPTA Son of Shri HUKUM CHAND GUPTA Date of Execution - 30/12/2016, Admitted by: Self, Date of Admission: 09/01/2017, Place of Admission of Execution: Office  24/6/4, BANAMALI BANERJE			The state of the s
	UND10017	L 11 gwelige17	09A01/2017

Citizen of India, PAN No. ADZPG7353A. Status Representative Representative of M/S GANAPATI CONSTRUCTION (as PROPRIETOR)

### Identifier Details:

# Name & address

BARUN DAS

51, NATUN PALLY, P.O.- BARISHA, P.S.- Thakurpukur, District -South 24-Parganas, West Bengal, India, PIN - 700008, Sex: Male, By Caste: Hindu, Occupation; Business, Citizen of: India, , Identifier Of Shri PANCHANAN BANERJEE, Shri GOVIND KUMAR GUPTA

09/01/2017

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SI.No	From	To, with area (Name-Area)
1	Shri PANCHANAN BANERJEE	M/S GANAPATI CONSTRUCTION-2-97917 Dec
Trans	fer of property for S1	THE RESERVE OF THE PARTY OF THE
	From	To, with area (Name-Area)
1	Shri PANCHANAN BANERJEE	M/S GANAPATI COM RUCINONS AUD SQ H



# Endorsement For Deed Number : 1 - 160200162 / 2017

On 21-12-2016

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 15.64,443/-

Builting

Rina Chaudhury DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. 41 SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

Certificate of Admissibility (Rule 43, W.B. Registration Rules 1952)

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

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

Presented for registration at 12:40 hrs on 09-01-2017, at the Office of the D.S.R. -LLSOUTH 24-PARGANAS by Shri PANCHANAN BANERJEE , Executarit

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

Execution is admitted on 09/01/2017 by Shri PANCHANAN BANERJEE, Son of Late ANANDA KETHRA BANERJEE, VIDYASAGAR SARANI, 41/A/14, Sector: MICHEL MADHUSUDAN, P.O. BARISHA, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by Profession Others

indetified by BARUN DAS, , , Son of Late MANMOHAN DAS, 51, NATUN PALLY, P.O. BARISHA, Thanai Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Business

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

Execution is admitted on 09-01-2017 by Shri GOVIND KUMAR GUPTA, PROPRIETOR, M/S GANAPATI CONSTRUCTION, 18, VIDYA SAGAR SARANI, NATUN PALLY, P.O.-BARISHA, P.S.-Thakurpukur, District-South 24-Parganas, West Bengal, India, PIN - 700008

Indetified by BARUN DAS. . . Son of Late MANMOHAN DAS, 51, NATUN PALLY, P.O. BARISHA, Thans: Thakurpukur, , South 24-Parganas, WEST BENGAL, India. PIN - 700008, by caste Hindu by profession Business

Certified that required Registration Fees payable for this document is Rs 592/- ( B = Rs 539/- ,E = Rs 21/- ,H = Rs 28/-,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 592/-





### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 5,621/- and Stamp Duty paid by Draft Rs.21/-, by Stamp Rs.5,000/-

Description of Stamp

Stamp: Type: Impressed, Senal no 9173, Amount Rs.5,000/-, Date of Purchase: 23/11/2016, Vendor name: Subhanker Das
Description of Draft.

1. Draft(8654) No. 000443621758, Date: 26/12/2016, Amount Rs.21/-, Bank: STATE BANK OF INDIA (SBI), ALIPOR COURT TREASRY BR

Family

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





Registered in Book - I Volume number 1602-2017, Page from 4524 to 4570 being No 160200152 for the year 2017.



Digitally signed by RINA CHAUDHURY Date: 2017.01:09 18:30:22 +05:30 Reason: Digital Signing of Deed.

Baudhany.

(Rina Chaudhury) 09/01/2017 18:30:21 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)

