



अभिज्ञानस्थान पश्चिम बंगाल WEST BENGAL

re no 535 for 2018

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Additional District Sub-Registrar,
Gada South 2nd Pargana

17 AUG 2018

MEMORANDUM OF AGREEMENT(SUPPLEMENTARY)

THIS MEMORANDUM OF AGREEMENT made this the 17th day of
Aug. Two thousand and Eighteen(2018) of the Christian Era.

BETWEEN

SRI DIPANKAR GHOSH, (PAN ADSPG 0519R) Son of Late Santosh Kumar Ghosh, by Faith-Hindu, by Nationality-Indian, by occupation Business and SMT. LIPIKA MIDYA(PAN AQEPM 3145J), wife of Sri Pallab Midya and daughter of Late Santosh Kumar Ghosh by Faith-Hindu, by Occupations-Housewife, by Nationality-Indian, .

both residing at 186/A Harish Mukherjee Road, P.S. Kallighat, earlier Bhawanipore, P.O. Kallighat, Kolkata-700026, hereinafter jointly called and referred to as the "OWNERS" [which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her their respective heirs, successors, executors, administrators, legal representatives and assigns] of the FIRST PART:

AND

M/S KRISHNA DAS, the proprietorship firm, having its Office at 27, Sreenagar Main Road, P.S. Sonarpur, Kolkata-700094, District South 24-Parganas, represented by its proprietor, SRI KRISHNA DAS (PAN AGRPD 4448A), son of Late Kanai Lal Das, by Occupation-Business, by Faith-Hindu, by Nationality-Indian, residing at 27, Sreenagar Main Road, P.S. Sonarpur, Kolkata-700094, District South 24-Parganas, hereinafter called and referred to as the "DEVELOPER" [which expression shall unless exclude by or repugnant to the subject or context be deemed to mean and include his heirs, executors, include its successors-in-office administrators, legal representatives and assigns] of the SECOND PART.

WHEREAS One MahendraNath Mondal son of Becharam Mondal deceased residing at Ranabhatia, P.S. Sonarpur, District 24-Parganas(South), was the recorded owner in respect of ALL THAT PIECE AND PARCEL OF Sali land measuring more or less 91 decimals lying and situated at Mouza - Panchpota, C.S. Dag No. 471.R.S. Dag No. 568, appertaining to C.S. Khalian No. 73 and R.S.

(3)

Khatian No. 85, Touf No. 250, J.L. No. 42, P.S. Sonarpur, District South 24 Parganas.

AND WHEREAS by virtue of aforesaid peaceful and uninterrupted possession of the said property aforesaid Mahendra Nath Mondal by an Indenture dated 06.02.1956 sold, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 25 Decimals out of the said 91 Decimals of Sali land into and in favour of Ramani Mohan Majumder son of Golak Chandra Majumder deceased and the said Indenture was duly registered in the sub-Registry Office Baraipur and recorded in Book No. 1, Volume No. 3, Pages 275 to 276, Being No. 603, for the year 1956.

AND WHEREAS by virtue of the aforesaid purchase of 25 decimals of Sali land sold Ramani Mohan Majumder when enjoying peaceful and uninterrupted possession, being in need of money, by an indenture dated 02/09/1963 sold conveyed and transferred All that piece and parcel of land measuring more or less 12 decimals out of the said 25 decimal of Sali land into and in favour of Narendra Kumar Majumder s/o Ishan Chandra Majumder and the said indenture was duly registered in the Sub-Registry Office at Baraipur and recorded in Book No.-1, Volume No.- 121, pages 94 to 96, Being No. 9902 for the year 1963 and by another indenture dated 07/12/1964 sold, conveyed and transferred All that piece and parcel of land measuring more or less 5 decimals out of the said 25 decimals of Sali land into and in favour of Chittaranjan Dutta s/o Bhim Chandra Dutta and the said indenture was duly registered in the Sub-Registry Office, Baraipur and recorded in Book No.- 1, Volume No.- 140, Pages 1 to 7, Being No. 10625 for the year 1964 and the balance land of 8 decimals out of 25 decimals was under absolute possession of Ramani Mohan Majumder.

AND WHEREAS said Ramani Mohan Majumder died intestate on or about 1st January 1980 leaving behind his wife Saroj Nalini Majumder and his two sons PranGopal Majumder and Arabinda Majumder as his legal heirs. The Said Saroj Nalini Majumder also died intestate on or about 16th June 1980 leaving the said PranGopal Majumder and Arabinda Majumder as the legal heirs and absolute owners by inheritance of undivided equal portions of the aforesaid Sali land measuring more or less 8 decimals i.e., (4 decimals each).

AND WHEREAS by virtue of aforesaid peaceful and uninterrupted possession of the said property aforesaid MahendraNath Mondal by an indenture dated 06/07/1956 said conveyed and transferred All that piece and parcel of land measuring more or less 16.5 decimals out of the said 91 decimals of Sali land into and favour of PranGopal Majumder s/o Ramoni Mohan Majumder deceased and the said indenture was duly registered in the Sub-Registry Office, Baruipur and recorded in Book No.- 1 Volume No- 11, Pages 103 to 104, Being No.602 for the year 1956.

AND WHEREAS the aforesaid PranGopal Majumder thus became by inheritance and by aforesaid purchase, absolutely seized and possessed of or otherwise well and sufficiently entitled to the land measuring more or less 20.5 decimals comprising C.S.Dag No.471, S.S.Dag No. 568, L.R.Dag No. 625 appertaining to C.S Khalian No. 78 & 79, S.S. Khalian No.88, lying and situated in Mouza - Panchpota, J.L.No. 42,R.S.No. 11, Taluza No. 250, P.S. - Sonarpur, District - 24 Parganas(South).

AND WHEREAS said PranGopal Majumder by an indenture dated 28.01.200 said, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 20.5 decimals of Sali land into and in favour of Dr. Santosh Kumar Ghosh and Sri Dipankar Ghosh and the said indenture was duly registered in the A.D.S.R. Office Sonarpur and recorded in Book No.1, Volume No. 10, Pages 285 to 298, Being No. 561 for the year 2000.

AND WHEREAS by virtue of aforesaid peaceful and uninterrupted possession of the said property aforesaid MahendraNath Mondal by an indenture dated 06.07.1956 said, conveyed and transferred ALL THAT part of land measuring more or less 16.5 decimals out of the said 91 decimals of Sali land into and in favour of BimalaCharan Dulla son of Mahesh Charan Dulla deceased and the said indenture was duly registered in the Sub-Registry Office Baruipur and recorded in Book no. 1, Volume No. 12, pages 93 to 94, Being No. 604, for the year 1956.

AND WHEREAS the said BimalaCharan Dutta filed a Civil Partition Suit being No. T.S. 160 of 1968 in the Court of Fourth Sub-Judge at Alipore praying for definite demarcation of the lands belonging to the said Chittaranjan Dutta and him. And accordingly the said Court appointed a Commission to examine the matter on spot and submit the report indicating allotment and demarcation of lands as per the application before the Court. The Pleader Commissioner submitted to the Court on 24th January, 1972 the final report attesting therewith a map demarcating therein lands belonging to BimalaCharan Dutta and Chittaranjan Dutta and marked as "A" and "B" respectively. Accepting the said report of the Pleader Commissioner a final decree was issued by the said Court on 10th October, 1974 thereby allotting and demarcating lands measuring 10 Cottahs 8 Chittaks 19 Sq.ft. (16.5 decimals) and 3 Cottahs (5 Decimals) to BimalaCharan Dutta and Chittaranjan Dutta and marked in the plan attached therewith as "A" "B" respectively.

AND WHEREAS the said BimalaCharan Dutta being thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said Sali land measuring 10 Cottahs 8 Chittaks 19 Sq.ft. (16.5 decimals) more or less, being in need of money, by an Indenture dated 21.07.1982 sold, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 10 Cottahs 8 Chittaks 19 Sq.ft. (16.5 decimals) of Sali land into and in favour of Arabinda Majumder s/o Ramani Mohan Majumder and the said Indenture was duly registered in the Sub-Registry Office, Alipore and recorded in Book No. 1, Volume No. 268, Pages 250 to 257, Being No. 10347, for the year 1982.

AND WHEREAS the aforesaid Arabinda Majumder thus became by inheritance and by aforesaid purchase, absolutely seized and possessed of or otherwise well and sufficiently entitled to the land measuring more or less 20.5 decimals comprising C.S. Dag No. 471, R.S. Dag No. 568, L.R. Dag No. 625 appertaining to C.S. Khatian No. 78 & 79, R.S. Khatian No. 88, lying and situated in Mouza-Panchpota, J.L. No. 42, R.S. No. 11, Touz No. 250, P.S. - Sonarpur, District - 24 Parganas (South).

AND WHEREAS said Arabinda Majumdar by an Indenture dated 28.01.2000 sold, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 20.5 decimals of Sali land into and in favour of Dr. Santosh Kumar Ghosh and Smt. Dipankar Ghosh and the said indenture was duly registered in the A.L.R. Office Sonarpur and recorded in Book No. 1, Volume No. 10, Pages 270 to 284, Being No. 560 for the year 2000.

AND WHEREAS by virtue of aforesaid peaceful and uninterrupted possession of the said properly aforesaid Mahendra Nath Mondal by an Indenture dated 06.02.1956 sold, conveyed and transferred ALL THAT part of land measuring more or less 33 Decimals out of the said 91 Decimals of Sali land into and in favour of Sukumar Chowdhury son of Rajani Kanta Chowdhury deceased and the said indenture was duly registered in the Sub-Registry Office Barupur and recorded in Book No. 1, Volume No. 9, Pages 178 to 180, Being No. 605 for the year 1956.

AND WHEREAS by virtue of above purchase the said Sukumar Chowdhury being thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the Sali now Bastu land measuring more or less 33 decimals comprising C.S.Dag No.471, R.S. Dag No. 568, appertaining to District Settlement Khatian No. 439/1, 78 & 79, L.R. Dag No. 625 appertaining to C.S. Khatian No. 78 & 79, R.S.Khatian No.88, lying and situated in Mouza-Panchpota, J.L. No. 42, R.S. No. 11, Touzi No. 250, P.S. - Sonarpur, District - 24 Parganas(Southern) and in the course of peaceful and uninterrupted possession the said Sukumar Chowdhury died intestate leaving behind his wife Srimati Archana Chowdhury and two sons Jayanta Chowdhury and Abhijit Chowdhury as his only legal heirs and absolute owners of the said land, each having one third share herein.

AND WHEREAS said Srimati Archana Chowdhury Jayanta Chowdhury and Abhijit Chowdhury by an Indenture dated 15.12.1999 jointly sold conveyed and transferred ALL THAT piece and parcel of land measuring more or less 33 decimals of Sali now Bastu land which they have acquired by inheritance into and in favour of Dr. Santosh Kumar

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Ghosh and Sri Dipankar Ghosh and the said indenture was duly registered in the A.D.S.R. office Sonarpur and recorded in Book No. I, Volume No. 130, Pages 14 to 25, Being No. 7902 for the year 1999.

AND WHEREAS by virtue of above purchase and by specific demarcation by way of order of the Fourth Sub-Judge of Alipore on 10th October, 1974 the said Chittaranjan Dutta being thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land measuring more or less 5 Decimals be the same a little more or less situated and lying at Mouza Panchpota J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medanmolla, appertaining to C.S. Khallan Nas. 78 & 79, R.S. Khallan No. 88, comprised of C.S. Dag No. 471, R.S. Dag No. 568, L.R. Dag No. 625, P.S. - Sonarpur, District - 24 Parganas(South), being in need of money by an indenture dated 14.03.1980 sold, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 5 Decimals of land into and in favour of Shrimati Maya Majumder wife of PranGopal Majumder and the said indenture was duly registered in the A.D.S.R. Office, Sonarpur and recorded in Book No. I, Volume No. 21, Pages 48 to 51, Being No. 1060, for the year 1980.

AND WHEREAS Sannasi Charan Naskar Habul Chandra Naskar, Lalil Chanara Naskar, Balul Chandra Naskar, Kartik Chandra Naskar and Bankim Chandra Naskar residing at Barhans, Faratabad, P.S. Sonarpur, District (24 Parganas(South), being in peaceful hereditary possession and absolute ownership of 31 decimals of Sali land comprising R.S. Dag No. 564 appertaining to R.S. Khallan No. 250, of Mouza-Panchpota J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medanmolla, P.S. Sonarpur, District 24-Parganas(South), being in need for money the said Sannasi Charan Naskar and others by an indenture dated 21.05.1988 sold, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 1 Decimal of land out of 31 decimals into and in favour of Shrimati Maya Majumder wife of PranGopal Majumder and the said indenture was duly registered in the A.D.S.R. Office Sonarpur and recorded in Book No. I, Volume No. 41, pages 371 to 376, Being no. 3220, for the year 1991.

AND WHEREAS the aforesaid Shrimati Maya Majumder thus became by aforesaid purchase, absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land measuring more or less 6 decimals comprising C.S.Dag No.471, R.S. Dag No. 564 & 568, L.R. Dag No. 625 appertaining to C.S. Khatian No. 78 & 79, R.S.Khatian No.88 & 250, lying and situated in Mouza-Panchpota, J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medanmolla, P.S. - Sonarpur, District - 24 Parganas[South] .

AND WHEREAS the said Shrimati Maya Majumder by an Indenture dated 28.01.2000 sold, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 6 decimals of Sali land compressing C.S.Dag No.471, R.S. Dag No. 564 & 568, L.R. Dag No. 625 appertaining to C.S. Khatian No. 78 & 79, R.S.Khatian No.88 & 250 lying and situated in MouzaPanchpota, J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medanmolla, P.S. - Sonarpur, District - 24 Parganas(South) into and in favour of Dr. Santosh Kumar Ghosh and Sri Dipankar Ghosh and the said Indenture was duly registered in the A.D.S.R. Office Sonarpur and recorded in Book No. I, Volume No. 12, Pages 382 to 397, Being a. 698, for the year 2000.

AND WHEREAS by deed of purchase by virtue of the Deed of Conveyance dated 02.09.1963 from Ramani Mohan Majumder since deceased, the said Narendra Kumar Majumder being absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land measuring more or less 12 decimals be the same a little more or less situated and lying at Mouza Panchpota J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medanmolla, appertaining to C.S. Khatian Nos. 78 & 79, R.S. Khatian No. 88, comprised of C.S. Dag No. 471, R.S. Dag No. 568, L.R. Dag No. 625, P.S. - Sonarpur, District - 24 Parganas[South], being in need of money, by an indenture dated 07.12.1964 sold, conveyed and transferred all that piece and parcel of land measuring more or less 12 Decimals of land into and in favour of Sudhir Chandra Biswas son of JogendraNath Biswas and the said Indenture was duly registered in the Sub-Registry

Office Barupur and recorded in Book No. 1, Volume No. 143, Pages 1 to 7 being No. 10625 for the year 1964.

AND WHEREAS by virtue of above purchase the said Sudhir Chandra Biswas being thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land measuring more or less 12 decimals be the same a little more or less situated and lying at Mouza-Panchpola J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medanmolla, appertaining to C.S. Khatian Nos. 78 & 79, R.S. Khatian No. 88, comprised of C.S. Dag No. 471, R.S. Dag No. 568, L.R. Dag No. 625, P.S. - Sonarpur, District - 24 Parganas(South), being in need of money, by an Indenture dated 05.08.1967 sold conveyed and transferred ALL THAT piece and parcel of land measuring more or less 6 Decimals of land out of 12 decimals of land into and in favour of Gauranga Chandra Dey son of Gayaendra Chandra Dey deceased and the said Indenture was duly registered in the Sub-Registry Office Barupur and recorded in Book No. 1, Volume No. 108, pages 196 to 198 being No. 7905 for the year 1967 and by an another indenture dated 05.08.1967 said Sudhir Chandra Biswas sold, conveyed and transferred the balance 6 Decimals of land out of 12 Decimals of land into and in favour of Shrimati Satiarani Dey wife of above mentioned Gauranga Chandra Dey and the said indenture was duly registered in the sub-Registry office Barupur and recorded in Book No. 1, Volume No. 104, Pages 239 to 241, Being o. 7906, for the year 1967.

AND WHEREAS the said Gauranga Chandra Dey and his wife Shrimati Satiarani Dey thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to the land measuring more or less 12 decimals (that is to say 6 Decimals of land each) lying and situated at Mouza-Panchpola J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medanmolla, appertaining to C.S. Khatian Nos. 78 & 79, R.S. Khatian No. 88, comprised of C.S. Dag No. 471, R.S. Dag No. 568, L.R. Dag No. 625, P.S. - Sonarpur, District - 24 Parganas(South).

AND WHEREAS by virtue of above purchase the said Gauranga Chandra Dey thus became absolutely seized and possessed of or otherwise well and sufficiently entitled to the land measuring more or less 6 decimals be the same a little more or less lying and situated at Mouza-Panchpota J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana⁴ Medanmolla, appertaining to C.S. Khatian Nos. 78 & 79, R.S. Khatian No. 88, comprised of C.S. Dag No. 471, R.S. Dag No. 568, L.R. Dag No. 625, P.S. - Sonarpur, District - 24 Parganas(South), being in need of money by an indenture dated 14.11.1980 sold, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 6 decimals of land into and in favour of Binoy Kumar Das son of Madhusudhan Das deceased and the said indenture was duly registered in the Sub-Registry office, Baruipur and recorded in Book No. I, Volume No. 72, Pages 33 to 35, Being No. 4736, for the year 1980, and by another indenture dated 14.11.1980 said Shrimati Satirani Dey sold, conveyed and transferred the 6 decimals of land into and in favour of Binoy Kumar Das son of Madhusudhan Das and the said Indenture was duly registered in the sub-Registry office Baruipur and recorded in book No. I, volume No. 72, Pages 36 to 38, Being No. 4737, for the year 1980.

AND WHEREAS by virtue of above purchase the said Binoy Kumar Das being thus absolutely seized and possessed of or otherwise well and sufficiently entitled to the said land measuring more or less 12 decimals be the same a little more or less situated and lying at Mouza - Panchpota J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medanmolla, appertaining to C.S. Khatian Nos. 78 & 79, R.S. Khatian No. 88 comprised of C.S. Dag No. 471, R.S. Dag No. 568, L.R. Dag No. 625, P.S. - Sonarpur, District - 24 Parganas(South), being in need of money, by an indenture dated 16.12.1999 sold, conveyed and transferred ALL THAT piece and parcel of land measuring more or less 12 Decimals of land into and in favour of Dr. Santosh Kumar Ghosh and Sri Dipankar Ghosh and the said Indenture was duly registered in the A.D.S.R. Office Sonarpur and recorded in Book No. I, Volume No. 131, pages 53 to 67, being No. 7972 for the year 1999.

AND WHEREAS the said Dr. Sanjosh Kumar Ghosh and Sri Dipankar Ghosh thus by virtue of aforesaid purchases, as mentioned hereinabove jointly became the rightful absolute right owner of undivided equal portions in respect of aforesaid Baslu land measuring more or less 92 decimals lying and situated at Mouza-Panchpota J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medanmolla, appertaining to C.S. Khalian Nos. 78 & 79, R.S. Khalian No. 88, & 250 comprised of C.S. Dag No. 471, R.S. Dag No. 564, 568, L.R. Dag No. 625, P.S. - Sonarpur, District - 24 Parganas(South).

AND WHEREAS said Dr. Sanjosh Kumar Ghosh died intestate on or about 5th December, 2003 leaving behind his wife, Smt. Pushpa Ghosh and his only son Sri Dipankar Ghosh and only daughter Smt. Lipika Midya as his legal heirs and absolute owners by inheritance of the aforesaid undivided Baslu land measuring more or less 92 Decimals.

AND WHEREAS the said **SRI DIPANKAR GHOSH, SMT. PUSHPA GHOSH AND SMT. LIPIKA MIDYA** the Owners by virtue of aforesaid purchase and by inheritance jointly became the rightful absolute right owners in respect of aforesaid Baslu land measuring more or less 92 decimals but recorded in B.L. & L.R.O as 91 decimals more or less (2 Bighas 18 Chittaks 8 Chittaks and 2 Sq.ft. more or less) and has been possessing and enjoying the same by mutating their names in the assessment records of the B.L. & L.R.O. and the said property is lying and situated at Mouza-Panchpota J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medanmolla, appertaining to C.S. Khalian Nos. 78 & 79, R.S. Khalian No. 88, 250, L.R. Khalian No. 1856, 1857 & 1858 comprised of C.S. Dag No. 471, R.S. Dag No. 564 & 568, L.R. Dag No. 625, P.S. - Sonarpur, within the jurisdiction of Rajpur Sonarpur Municipality Ward No. 4 District South 24-Parganas and part of the property is now being known and numbered as Holding No. 389, Panchpota(South) under R.S. Municipality.

AND WHEREAS the said Owners namely **SRI DIPANKAR GHOSH, SMT. PUSHPA GHOSH AND SMT. LIPIKA MIDYA** jointly executed and registered a Development Agreement on 10th day of July, 2015, which was duly registered at A.D.S.R. Garia Office and entered in Book No. I, Volume No. 1629 to 2015, Page from 12509 to 012561, Being no. 162902412, for the year 2015, with the Developer **SRI KRISHNA DAS**, (PAN AGRPD 4448A), so of Late Kanai Lal Das, by Occupation-Business, by Faith Hindu, by Nationality-Indian, residing

at 27, Sreenagar Main Road, P.S. Sonarpur, Kolkata-700094, District South 24-Parganas, certain terms and condition mentioned therein and also executed and registered a General Power of Attorney, which was executed and registered at A.D.S.R. Garia Office and entered in Book No. 1, Volume No. 1629-2015, Page from 12509 to 12561, Being No. 162902412, for the year 2015 unto and in favour of the said Developer

SRI KRISHNA DAS, [PAN AGRPD 4448A], son of Late Kanai Lal Das. But unfortunately the said one of the Owner namely **SMT. PUSHPA GHOSH** died intestate on 12.03.2017 leaving behind her, surviving her only son **SRI DIPANKAR GHOSH** and only married daughter namely **SMT. LIPIKA MIDYA** as her only legal heirs, successors and claimants have been inherited the all moveable and immovable properties of LATE SMT. PUSHPA GHOSH. According to the Hindu Succession Act, 1956.

AND WHEREAS after the death of aforesaid **SMT. PUSHPA GHOSH** according to the terms and conditions of the aforesaid Development Agreement and the strength of the said registered General power of attorney has been invalid according to the court of law, for the same purpose, the present owners agree to execute and registry this Development Agreement and General Power of attorney into and in favour of the aforesaid developer in the same terms and conditions of the said Agreement for development and the same strength of the said Power.

AND WHEREAS after the said Owners namely (1) **SRI DIPANKAR GHOSH** and (2) **SMT. LIPIKA MIDYA** jointly executed and registered a Development Agreement on 11th day of June, 2018, which was duly registered at A.D.S.R. Garia Office and entered in Book No. 1, Volume No. 1629 to 2018, Page from 89098 to 89148, Being no. 162902774, for the year 2018, with the Developer SRI KRISHNA DAS, [PAN AGRPD 4448A], son of Late Kanai Lal Das, by Occupation-Business, by Faith Hindu, by Nationality-Indian, residing at 27, Sreenagar Main Road, P.S. Sonarpur, Kolkata-700094, District South 24-Parganas, certain terms and condition mentioned therein and also executed and registered a General Power of Attorney, which was executed and registered at A.D.S.R. Garia Office and entered in Book No. 1, Volume No. 1629-2018, Page from 89439 to 89460, Being No. 162902784, for the year 2018 unto and in favour of the said Developer.

AND WHEREAS, we hereby declare to inform that we had unfortunately mistaken to treat Developer M/S KRISHNA DAS (proprietorship firm), proprietor being Sri Krishna Das as Developer Sri Krishna Das, proprietor being SRI KRISHNA DAS in our previous records.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY THE PARTIES HERETO the following terms and conditions:-

1.0. **ARTICLE-I: DEFINITION**

1.1. **OWNERS:** shall mean and include **SRI DIPANKAR GHOSH**, (PAN ADSPG 0519R) Son of Late Dr. Santosh Kumar Ghosh, by Faith-Hindu, by Nationality-Indian, by occupation Business and **SMT. LIPIKA MIDYA**(PAN AQEPM 3145J), wife of Sri Pallab Midya and daughter of Late Dr. Santosh Kumar Ghosh, by faith Hindu, by Occupation-Housewife, by Nationality-Indian, residing at 186/A, Harish Mukherjee Road, P.S. Kalighat, P.O. Kalighat, Kolkata-700026 and shall include their heirs, executors, administrators, legal representatives and assigns.

1.2. **DEVELOPER:-** shall mean and include **M/S KRISHNA DAS**, the proprietorship firm, having its Office at 27, Sreenagar Main Road, P.S. Sonarpur, Kolkata-700094, District South 24-Parganas, represented by its proprietor, SRI KRISHNA DAS (PAN AGRPD 4448A), son of Late Kandi Lal Das, by Occupation-Business, by Faith Hindu, by Nationality-Indian, residing at 27, Sreenagar Main Road, P.S. Sonarpur, Kolkata-700094, District South 24-Parganas and shall include their heirs, executors, administrators, legal representatives and assigns.

1.3. **PREMISES:** shall mean **ALL THAT** piece and parcel of Bastu land measuring more or less 2 Bighas 18 Collahs 8 Chittaks and 2 Sq.ft, more or less lying and situated at Mouza-Panchpota J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medonmolla, appertaining to C.S. Khalian Nos. 78 & 79, R.S. Khalian No. 88, L.R. Khatian Nos. 1856, 1957 & 1858 comprised of C.S. Dag No. 471, R.S. Dag No. 564 & 568, L.R. Dag No. 625, P.S. - Sonarpur, within the jurisdiction of Rajpur Sonarpur Municipality Ward No. 4 District

South 24-Parganas and part of the property is now being known and numbered as Holding No. 389, Panchpala (South) under R.S. Municipality, together with all rights of easements, facilities and amenities annexed thereto more fully and particularly mentioned and described in the Schedule -I hereunder written.

- 1.4. TITLE DEEDS: shall mean and include all the documents of the relating to the said premises shall be handed over in original to the Developer at the time of execution of the agreement. The Developers bound to return all those original document to the prospective flat owners after completion of the multi-storied building/s.
- 1.5. (NEW) BUILDING(S): shall mean and include commercial and/or residential building or buildings to be constructed upon the said premises in accordance with the Plan sanctioned by the Appropriate Authority and shall include the car parking spaces, shops and other open spaces indeed for the enjoyment by the occupants of the building.
- 1.6. OWNERS' ALLOCATION: shall mean and include 30%(Thirty) of built up area out of the Total Built up area consisting of Flats, shops, car parking spaces along with common areas to be constructed completed and delivered to the owners together with undivided proportionate share of the land at the said premises together with all rights of easements facilities and amenities annexed thereto more fully and particularly mentioned and described in the Schedule -II hereunder written.
- 1.7. DEVELOPER'S ALLOCATION: shall mean and include 70% (Seventy) of the remaining built up area out of the Total Built up area consisting of flats, shops, car parking spaces, left after owners' allocation along with undivided proportionate share in the common areas and installations and amenities to be constructed and completed together with undivided proportionate share of land at the said premises together with all rights of easements facilities and amenities annexed thereto more fully and

particularly mentioned and described in the Schedule -III hereunder written.

1.8.

COMMON FACILITIES & AMENITIES: shall include roof, corridors, drainage and sewerage line and connections, all plumbing installations, hall ways, stair ways, passage ways, drive ways, Core-Taker rooms, pump space underground water reservoir, overhead water tank, stair and stair landings on all floors, lifts, lift well, lift landings on all floors, water pump and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment location, enjoyment provisions, maintenance and/or management of the building(s) and land thereunder or mutually agreed upon by the Owners of Units/Floors/Flats/Spaces/Car parking Spaces, which has been mentioned in the SCHEDULE-IV, hereunder. The roof and the Terraces of the buildings shall be enjoyed jointly and undividedly by the owners and Developer proportionately and their respective nominees and all such common areas and other spaces in the proposed new building of the said premises.

1.9.

SALEABLE SPACE: Shall mean units/floors/flats/car parking spaces/shops in the building(s) available for independent use and occupation after making due provisions for common facilities and the space required hereof and shall include proportionate undivided areas of the roofs and/or terraces.

1.10.

COMMON EXPENSES: Shall mean and include expenses incurred for the purpose of maintaining the said premises and the proposed building in particular the common parts as also meeting of the common expenses and matters relating to mutual right and obligations of the Developer, the Owners and their nominees including the intending purchaser/s and the common use and enjoyment thereof which is mentioned in the SCHEDULE -V hereunder.

- 1.11. ARCHITECT: Shall mean such person/persons who may be entrusted and/or appointed by the Developer for both designing and planning and sanction of the building plan(s) on the said land and premises, aforesaid.
- 1.12. ADVOCATE: Shall mean and include the Advocate, who will do and execute all legal formalities in respect of this project till the completion of the process for registration.
- 1.13. BUILT-UP AREA: Shall mean and include the covered area of the flat(s) external and internal walls, stairs and stairs landing, lift area, lift landing, lift well and columns, as specified in the Plan Sanctioned by the Appropriate Authority.
- 1.14. TRANSFER: Shall mean with the grammatical variations shall include transfer by possession and by any other means adopted for effecting what is legally a transfer of space in multi-storied building to purchasers thereof and shall include the meaning of the said terms and defined in Income Tax Act, 1961.
- 1.15. TRANSFEROR: Shall mean the owners and the Developer who intends to sell the built up areas allotted to them respectively to the intending purchasers together with undivided proportionate share of land and right to use the common space in the buildings(s).
- 1.16. TRANSFeree: Shall mean the person, firm Association of persons or Limited Company to who units/floors/flats/spaces/car parking spaces/shops in the building(s) will be transferred.
- 1.17. NOTICE: Shall mean and include all notice to be served hereunder by either of the parties to the other shall without prejudice to any other mode of service available be deemed to have been served if delivered by hand against receipt thereof or sent by prepaid registered post at the address given hereinabove.

1.18. WORDS: shall mean singular as well as plural and vice versa.

1.19. GENDER: Words importing masculine gender shall include feminine and neuter genders, likewise words importing feminine genders shall include masculine and neuter genders.

2.0. ARTICLE II: COMMENCEMENT

2.1. This Agreement shall be deemed to have commenced with effect from the date of execution thereof.

3.0. ARTICLE III: OWNERS' RIGHT & REPRESENTATION

3.1. The Owners hereto absolutely seized and possessed of and/or well and sufficiently entitled to ALL THAT piece and parcel of Bastu land measuring more or less 2 Bighas 18 Collahs 8 Chittaks and 2 Sq.ft. more or less lying and situated at Mouza-Panchpola J.L. No. 42, R.S. No. 11, Touza No. 250, Pargana Medanmolla, appertaining to C.S. Khalian Nos. 78 & 79, R.S. Khalian No. 88, & 250, L.R. Khalian No. 1856, 1857 & 1858 comprised of C.S. Dag No. 471, R.S. Dag No. 564 & 568, L.R. Dag No. 625, P.S. - Sonarpur, within the jurisdiction of Rajpur Sonarpur Municipality Ward No. 4 District South 24-Parganas and part of the property is now being known and numbered as Holding No. 389, Panchpola(South) under R.S. Municipality, together with all rights of easements, facilities and amenities annexed thereto more fully and particularly mentioned and described in the SCHEDULE -I, hereunder written.

3.2. The owners hereby declare that the owners have marketable title to the said premises and the owners have good right, title and interest to enter into this agreement with the Developer.

3.3. The Owners are in physical possession of the said premises free from all and any manner of dispendences, charges, liens, attachments claims, encumbrances or mortgages whatsoever.

3.4. Save and except the Owners nobody else have any right, title interest claim and demand whatsoever or howsoever and in respect of the said premises.

- 3.5. That the said premises is free from all encumbrances, charges liens, attachments mortgage power of attorney trusts whatsoever or howsoever.
- 3.6. That the owners do not hold any excess vacate land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
- 3.7. That the Owners have not sold or entered into any agreement for sale and/or development or any other agreement whatsoever or howsoever in respect of the said premises prior to this agreement. This agreement is irrevocable.
- 3.8. That the said premises are not subject to any notice or acquisition or requisition.

4.0. ARTICLE-IV/INDEMNITY

- 4.1. The Owners hereby also undertake that the Developer shall be entitled to construct and complete the building on the said premises and to retain and enjoy the Developer's Allocation therein without any interruption or interference from the Owner/s or any person or persons lawfully claiming through or under the owner/s as long as the Developer fulfills his part of obligations, under this agreement and the owner/s hereby undertakes to indemnify and keep the Developer indemnified against all loss and damages and costs charges, and expenses incurred as a result of any breach of this understanding.
- 4.2. The Developer undertakes to construct the buildings in accordance with the sanctioned plan and undertakes to pay any or all damages penalties and/or compounding fees payable to the authority or authorities concerned relative to any deviation without making the owner/s in any way liable for the same in any manner.
- 4.3. The Developer hereby undertakes to keep the owner/s indemnified against all third party claims and actions arising out of any sort of act of accident or omission or commission of the Developer in relation to the making of construction of the said building and the Developer also fully responsible if the construction falls down due to inferiority of the materials and other patent defects thereto.

4.4. The Developer hereby undertakes to keep the owners indemnified against all action, suits costs proceedings and claims that may arise out of the Developer's action with regard to the development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.

5.0. ARTICLE-V: EXPLOITATION RIGHTS

5.1. Immediately after the execution of this Agreement the Developer shall be entitled to deal with the said land on the terms and conditions herein contained and also in accordance with the powers and authorities conferred on the Developer by the owners in accordance with the General power of attorney for the purpose of development and constructed of the buildings contemplated in these presents with power to enter in agreement for sale lease or let out the various portions of the Developer's Allocation with any intending purchaser/purchasers and to receive earnest money and/or any part payment and to deal with the prospective purchaser/purchasers by signing and endorsing any such documents relating to the transfer of title of the Developer's Allocation without the interference of the owners at any stage of construction process and also against the owners allocation the Developer may collect money from the intending purchaser(s) at any stage of the construction process but the entire sale proceeds against the owners allocated portion has to be remitted to the owners accounts.

5.2. This is clearly mentioned that at the time of demolition of the existing construction if any whatever materials and debris will be realized will be taken off by the Developer alone.

6.0. ARTICLE-VI: DEVELOPER'S RIGHTS

6.1. The Owners hereby grant exclusive right to the Developer to develop the said premises by way of constructing new building(s) thereon, in accordance with the building sanction plan of the Appropriate Authority with or without any amendment and/or modification thereto made or caused to be made by the parties thereto.

- 7.2. Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided which are into inferior to the standard as mentioned in the Corporation Building laws.
- 7.3. The Developer shall install erect in the said Building at the /Developer's own costs standard new pump set, water storage tanks overhead reservoirs, electric wiring fittings and other facilities as are required to be provided in a building having self contained units/floors/flats/spaces/car parking spaces constructed for sale herein on ownership basis and as mutually agreed.
- 7.4. The Developer shall be authorized in the name of the owners in so far as is necessary to apply for and obtain quotas, entitlements and other allocations of or for cement all types of steels, bricks other building materials and accessories allocable to the owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water drainage sewerage and/or other facilities if any available to the new building and other inputs and facilities required for the construction and enjoyment of the building.
- 7.5. The Developers shall at his own costs and expenses and without creating any financial or other liability to be owners, construct and complete the said proposed building in various units/floors/flats/car parking spaces, therein in accordance with the sanctioned building plan.
- 7.6. All costs, charges and expenses including architect's fees shall be discharged and paid by the Developer and the owners will have no responsibility and/ or liability in this respect to the Architect.

8.0. ARTICLE-VII-SPACE ALLOCATION AND SALEABILITY/ENJOYMENT THEREOF

- 8.1. In consideration of the Agreement the Owners have agreed to grant exclusive right of development of the said premises to the Developer and the /Developer agrees and/or undertakes to allot the following allocation:

OWNERS' ALLOCATION: shall mean and include 30%(Thirty) of built up area out of the Total Built up area consisting of Flats, shops, car parking

spaces along with common areas to be constructed completed and delivered to the Owners together with undivided proportionate share of the land at the said premises together with all rights of easements facilities and amenities annexed thereto more fully and particularly mentioned and described in the Schedule -I hereunder written.

DEVELOPER'S ALLOCATION: shall mean and include 70% (Seventy) of the remaining built up area out of the Total Built up area consisting of flats, shops, car parking spaces, left after owners' allocation undivided proportionate share in the common areas and installations and amenities to be constructed and completed together with undivided proportionate share of land at the said premises together with all rights of easements facilities and amenities annexed thereto more fully and particularly mentioned and described in the Schedule -III hereunder written.

- 8.2. The Developer and the Owners and their respective nominees shall use the roof(s) undividedly and commonly and if in near future for any change in civic rule the authorities give any permission for any further construction than already constructed as per the sanctioned plan then in that case the owners and Developer shall enjoy such benefit on such terms and conditions as mutually agreed between them at that time.
- 8.3. The owners shall be entitled to transfer or dispose of their allocations without any disturbance from the Developer with the exclusive right to enter into agreement for sale and transfer the same without any right claim demand, interest whatsoever or howsoever of the Developer or any person or persons lawfully claiming through the Developer who shall not in any way interfere with or disturb the quiet and peaceful possession of the owners allocation.
- 8.4. The entire building shall be of uniform construction with the standard materials as per specification as specified in SCHEDULE-VI appearing hereinafter and if at any time the owners shall require the Developer to

provide any other kind of materials or additional facilities in the owners' Allocation, all extra costs, charges and expenses incurred by the Developer therefore shall be borne and paid by the owners.

8.5. The Developer shall have the exclusive right to receive, receive and appropriate the proceeds of his allocation portion of the flats and other spaces in the building(s) which the Developer is entitled to receive from the intending purchaser(s).

8.6. The Developer shall use standard quality of materials for construction of the entire building(s). The owners shall have the authority to inspect the quality of the materials if so desired and the Developers all in no way obstruct the owners or their inspector(s)/Agent(s) from making such inspection at any point of time of such construction as may be desired by the Owners.

8.7. The Developer shall be exclusively entitled the Developer's Allocation in the said building(s) without in any way disturbing the common facilities situated thereon with the exclusive right to deal with enter into agreements for and transfer the same without in any right, claim, demand, interest whatsoever of the owners or an person or persons lawfully claiming through them shall to disturb the quiet and peaceful possession and enjoyment of the developer's allocation.

9.0. ARTICLE - IX - CONSIDERATION

9.1. Save and except the Owner's allocation as mentioned in Schedule - II hereunder, the balance constructed area shall be treated as property of the Developer and the Developer shall have the liberty to sell, mortgage or otherwise at his discretion.

9.2. Nothing in these presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said plot or any part thereof to the Developer or in creating any right, title or interests in respect thereof to the Developer save and except to commercially explore the same in terms hereof by construction of the building on the said plot and to deal with the Developer's

allocation in the building in the manner herein stated, without creating any liability financial or otherwise whatsoever upon the Owners.

10.0

ARTICLE-X-TIME.

10.1

The Developer hereby undertakes to construct the building diligently and expeditiously and handover the Owners' Allocation to the owners within 5 (Five) years from the date of sanction of the building plan and/or obeying vacant physical possession of the land, whichever is later immediately after sanction of the building plan from the appropriate authority. The parties thereto shall specify their respective allocations but in doing so, the parties will take into consideration the location, advantage and the market value so that the demarcation will be made in equitable manner proportionately from all floors but in doing so if there is any short fall the receipt of the additional area shall pay the prevailing market price to the other.

10.2

Under all circumstances and notwithstanding anything mentioned before or after, the Developers assured to complete the construction of the proposed building(s) within 5(five) years from the date of sanction of the approved architectural plan by Rajpur Sonarpur Municipality and/or obtaining vacate physical possession of the land, whichever is later as stated hereinabove. Such be subject to International Force Majeure conditions in which case the Developer shall not held liable for any delay in completion but the owners shall also be entitled to cancel and/or rescind this agreement.

11.0.

ARTICLE-XI-PROCEDURE

11.1.

Simultaneously on execution and registration of this Agreement the owners shall grant proper authority to the Developer thereby executing and registering General Power of Attorney as maybe required by the Developer for the purpose of construction of the proposed building as per sanction plan of the municipal authority or appropriate authority and for development of the said premises and selling out the units/flats/rooms/spaces/car parking spaces/ shops together with undivided share of the land to the intending purchasers through deed of conveyance/s and Agreement for sale/s sign and execute all necessary

papers, deeds, documents etc. in respect of Developer's allocation only and represent the owners for all purpose in connection with appropriate works before the appropriate authorities provided however the same shall not create financial liabilities upon the owners.

11.2. Apart from the registered Power of Attorney, the owners do hereby undertake that they shall execute as and when necessary, all papers, deeds documents plans etc. for the purpose of development of the said premises if necessary.

11.3. The Developer shall keep original and certified copy of the sanctioned Architectural plan and Structural plan in his custody but the Developers shall handover photocopy of the same to the owners.

11.4. The Owners shall also hand over original title deeds, mutation certificate, tax paid receipts and other relevant documents relating to the title of the said premises to the Developer simultaneously on execution of this agreement. The Developer is bound to return all those original documents to the flat owners after completion of the building.

12.0. ARTICLE - XII : DEALINGS OF SPACES IN THE BUILDING

12.1. The Developer shall on completion of the building, could the owners undisputed possession of the owners allocation TOGETHER WITH the rights, in common to the common facilities and amenities to be enjoyed proportionately with other owners of units/floors/flats/spaces/car parking spaces/ shops

12.2. That save and except allocation mentioned in the SCHEDULE - II & III hereunder, the common areas, facilities and amenities will be jointly possessed by the owners and the Developer and their heirs and nominees and the Owners and the Developer shall have exclusive right to dispose of their portion in any manner whatsoever.

12.3. The Developer shall be exclusively maintained to his allocation with the right to transfer or otherwise deal with or dispose of the same and the Owners shall not in any way interfere with or disturb the quiet and peaceful

possession of the Developers allocation provided the Developer complies with all the terms and conditions to be observed and performed by the Developer under these presents.

12.4. The Developer being the party of the other part shall be at liberty with exclusive right and authority to negotiate for sale of units/flats/roofs/spaces/car parking spaces/ shops together with proportionate share of land of the said proposed building(s) on the said premises with any prospective buyers on or before or in course of the construction work of the said building/s at such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer as aforesaid, including earnest money or initial payments or part payment against the Developer's allocated portion shall be received by the Developer and the consideration money for such transfer as aforesaid including earnest money or initial payments or part payment against the owners allocated portion shall be received by the owners.

12.5. The Developer shall be entitled to enter into agreement for sale in respect of both owners as well as Developer's allocated portion of the said premises on the basis of the registered General Power of Attorney and shall be entitled to sign all necessary documents behalf of the owners by virtue of the registered Power of Attorney. But the said proceeds by the Developer against the owners allocated portion will be remitted to the owners forthwith.

13.0. ARTICLE-XIII: COMMON FACILITIES

13.1. The Developer shall pay and bear all properly taxes and other dues and out goings in respect of the building accruing due and as and from the date of this agreement till handover for the entire building to the owners as well as the purchaser's allocation.

13.2. The Owners and the Developers shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon by and between the owners and the Developer and both the parties shall keep each other dignified against all claims, actions, demands costs charges and expenses and

proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by owners or the Developer in this behalf.

13.3. Any transfer or any part of the owners' allocation of the building shall be subject to the other provisions hereby and the respective transferee shall have to be responsible in respect of the space transferred to pay the said rates and service charges for the common facilities in accordance with the law.

13.4. If any one fails to pay maintenance charges in respect to the particular area in that event he should pay interest as would be mutually determined between the owners and buyers of other flats.

13.5. The Owners shall not do any acts deeds or things whereby the Developer shall be prevented from construction and completion of the said building as per approved plan.

13.6. Both the Developer and owners herein shall enjoy their respective allocation/portions in the said building under their occupation forever and after registration of conveyance shall hold with absolute right of alienation, transfer, gift etc. and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

14.0. ARTICLE-XIV: COMMON RESTRICTION.

The Owners' allocation in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocation in the building intended for common benefits of all occupiers of the building which shall include the follows:-

14.1. Neither party shall use or permit to use of their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor to use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building(s).

14.2. Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless:-

(a) Such party shall have observed and performed all terms and conditions on their respective part to be observed and/or performed.

(b) The proposed transferee shall have given an written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area of each of their respective possession.

14.3. Both parties shall abide by all laws, bye-laws, rules and regulations of the Government Statutory Bodies and/or local bodies as the case may be 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.

14.4. Neither party shall do or cause or permit to be done any act or thing which may render void and viable any insurance of the building or any part thereof and shall keep the other occupants of the said building harmless and indemnified from and against the consequences of any reach.

14.5. No goods or other items shall be kept by the either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

14.6. Either of the parties shall permit others agents with or without workmen and others at all reasonable times to enter into any upon each party's allocation and each party thereof for the purpose of maintenance or repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.

15.0. ARTICLE-XV: OWNERS' OBLIGATION

15.1. The Owners do hereby agree and covenant with the Developer not to cause any interference or hindrance in the lawful construction of the said building at the said premises by the Developer. If any unreasonable interference or hindrance is caused by the owners or his agents servants representatives causing hindrance or impediment to such construction of the owners will be liable for damages.

15.2. The owners herein will have no right, authority and power to terminate and/or determine this agreement within the stipulated period of construction and sale of the said building save and except case of any illegal acts and default of the Developer or breach of any of the terms and conditions of this agreement.

15.3. The Owners hereto, without being influenced or provided by any body do hereby categorically mention that as the Developer shall construct the said proposed building(s) exclusively at his own cost arrangement and risk in as much as without having any financial participation and/or involvement on the part of the owners hereto in this context it is relevant to mention that the Developer may arrange for project loan or otherwise from any financial institution by mortgaging the property/premises, which is the subject matter of this agreement for which owners shall be bound to sign and endorse all sorts of documents necessary for obtaining the loan from any financial institution and/or the owners will not raise any objection in this matter. The Developer shall be at liberty to receive any amount from any purchaser/s in his own name and to appropriate the sale proceeds against his own allocation to his account and the sale proceeds, against the owns allocation, to the owners account. Be it mentioned that the money collected by the Developer against his own allocation shall not in any way fasten the owners with any liability nor shall it create any charge upon the said property or any part thereof.

16.0. **ARTICLE - XVI: DEVELOPER'S OBLIGATION.**

16.1. The Developer hereby undertakes to construct the building diligently and expeditiously and handover the Owners' Allocation to the owners within 5 (five) years from the date of sanctioning of the building plan and/or obtaining vacant possession of the land, which is latter subject to International Force Majeure conditions in which case the Developer shall not held liable for any delay in completion but the owners shall to

also be entitled to cancel and/or rescind this agreement Allocation of both the owners and the developer will be done on an equitable manner proportionately from all floors but in doing so if there is any shortfall then the recipient of the additional area shall pay the prevailing market price to the other.

- 16.2 The Developer hereby agrees covenants with the owners not to violate or contravenes any of the provisions of rules applicable to the obstruction of the said building.

17.0 ARTICLE -XVII: MISCELLANEOUS

17.1 The owners and the Developer have entered into this Agreement purely on a principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Developer and the owners or as a Joint Venture between them or shall the Developer and the owners in any manner constitute an Association of persons. The parties hereto have entered into this agreement for their separate mutual benefits.

17.2 It is understood that from time to time to enable the construction of the building by the Developer various acts, deeds, matters, and things to herein specifically referred to may be required to be done by the Developer for which the Developer may require the authority of the owner and various applications and other documents may be required legally to be signed or made by the owners relating to which no specific provisions has been made therein. The owners hereby authorize the Developer to do all such acts, being required by the Developer in this behalf to execute any such additional power of attorney and/or their authorizations as may be legally required by the Developer for the purpose and also undertake to sign and execute all such additional applications and other documents as may be required for the purposes which will be expressly stated herein shall not in any way prejudice the interests of the owners detailed hereinbefore.

17.3 The Owners shall be liable for any income Tax, Wealth Tax or any other taxes in respect to the Developer's allocation and the Developer shall be liable to make payment of the same and keep the owners indemnified against all actions, suits proceedings costs charges and expenses in respect thereof.

17.4 The Developer and/or his nominees and the Owners shall mutually frame scheme for the management and administration of the said building and/or common parts hereof. The owners hereby agree to abide by all the rules and regulations to be framed by any society/association/ holding/ organization and/or any other organization who will be in charge of such management of the affairs of the building and/or common parts thereof and hereby give their consent to abide by such rules and regulations it is made clear that the owners of the respective units shall maintain the said building, after the handover possession to other prospective buyers by the Developer.

17.5 As and from the date of completion of the building the Developer and/or its transferees and the Owners and/or his transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth taxes and other taxes and maintenance charges payable in respect of their respective spaces.

17.6 Any Notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the owners if delivered by hand against receipt thereof or sent by prepaid registered post at the address given hereinabove and shall likewise be deemed to have served on the Developer if delivered by hand against receipt thereof or sent by prepaid registered post to the office of the Developer at the address given hereinabove.

17.7 The proposed building to be constructed by the Developer shall be made in accordance with the specifications more fully and particularly mentioned and described in the SCHEDULE -V hereunder written and the Developer shall solely be responsible for any defect in the construction.

18.0 ARTICLE - XVIII: COMPLETION CERTIFICATE:

18.1 The Developer shall take all steps with the assistance of the owners, if required for the purpose of obtain completion certificate in respect of the new Building(s) at his own costs and expressed.

19.0 ARTICLE - XIX: FORCE MAJEURE:

19.1 The parties hereto shall to be considered liable for any obligation hereunder to the extent that performance of the relative objections prevented by the existence of the "FORCE MAJEURE" and shall be suspended from the obligation during the duration of the FORCE MAJEURE".

19.2 "FORCE MAJEURE" shall mean flood, earthquake, riot war storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto.

20.0 ARTICLE - XX: ARBITRATION

20.1 All disputes and differences between the parties arising out of this Agreement regarding the construction or interpretation of any of the terms and conditions herein contained or determination of liability touching these presents shall be referred to two Arbitrators and one each to be appointed by either said to settle all disputes and the said Arbitrators decision shall be binding upon all and to be treated as reference within the meaning of the Arbitration and conciliation Act, 1996 or any further modification or statutory enactment.

21.0 ARTICLE - XXI: JURISDICTION:

21.1 The Courts (Civil & Criminal) shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

THE SCHEDULE -I

ALL THAT piece and parcel of Bastu land measuring more or less 2 Bighas 18 Collahs 8 Chittaks and 2 Sq.ft. more or less lying and situated at Mouza-Panchpota J.L. No. 42, R.S. No. 11, Touzi No. 250, Pargana Medonmolla, appertaining to C.S. Khalian Nos. 78 & 79, R.S. Khalian No. 88, L.R. Khalian Nos. 1856, 1857 & 1858 comprised of C.S. Dag No. 471, R.S. Dag No. 564 & 568, L.R. Dag No. 625, P.S. - Sonarpur, within the jurisdiction of Rajpur Sonarpur Municipality Ward No. 4 District South 24-Parganas and part of the property is now being known and numbered as Holding No. 389, Panchpota(South) under Rajpur Sonarpur Municipality, together with all rights of easements facilities and amenities annexed thereto, which is bulled and bounded as follows:-

ON THE NORTH: PWD Land & Public Road (40 feet wide)

ON THE SOUTH: Land of R.S. Dag No. 564, 565 & 567,

ON THE EAST: Land of R.S. Dag No. 569 & 576,

ON THE WEST: Land of R.S. Dag No. 559.

SCHEDULE -I

[OWNERS' ALLOCATION]

Shall mean and include 30%(Thirty) of built up area out of the Total Built up area consisting of Flats shops, car parking spaces along with common areas to be constructed completed and delivered to the owners together with undivided proportionate share of the land at the said premises together with all rights of easements facilities and amenities annexed thereto will be treated as Owners' Allocation.

SCHEDULE -II

[DEVELOPER'S ALLOCATION]

Shall mean and include 70% (Seventy) of the remaining built up area out of the Total Built up area consisting of flats, shops, car parking spaces, left after owners' allocation in the new building together with undivided proportionate share of the land and common areas, installations and amenities to be constructed and completed at the said premises together along with all rights of easements facilities and amenities annexed thereto will be treated as Developer's Allocation.

SCHEDULE - IV

(Common areas/Portions)

1. Entrance and exits to the said premises and the proposed building.
2. Boundary walls and main gate of the said premises and proposed building.
3. Ultimate Roof Top of the proposed building.
4. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any flat and/or exclusively for its use).
5. Space underneath the stairs of the ground floor where meters will be installed and electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any flat and/or exclusively for its use).
6. Stair case and stair case landings, lobbies on all the floors entrance lobby Guard room.
7. Water supply system water pm & motor, water reservoir together with all common plumbing installations for carriage of water (save only those as are to be exclusively within and for the use of any unit) in the said building.
8. Such other common parts, areas, equipment, installations fittings, fixtures and space in or about the said premises and the said building as are necessary for passage and user of the flats/units in common by the co-owners.
9. Lift well with lift, machine room with all concerned accessories.
10. Land underneath of the proposed building.
11. Common bath cum privy in the ground floor of the proposed building.

SCHEDULE - V

(Common expenses)

On completion of the building, the Owners the Developer and their nominees including the intending purchaser shall regularly and punctually pay proportionate share of the common expenses as fully described herein below.

- a) All costs for maintaining operating, repairing, whitewashing painting, decorating, re-decorating re-building re-constructing, lighting the common portions of the said building including the out and external walls of the said building.

- b) The salary of all persons employed for the common purposes including security personnel sweepers etc.
- c) All Charges and deposits for supplies of common utilities to the co-owners in common.
- d) Municipal Tax, water tax and other levies in respect of the said premises and the proposed Building save those separately assessed on the purchasers.
- e) Costs of formation and operating the Association.
- f) Costs of running maintenance, repairing and replacement of pumps and other common installations including their license fees, taxes and other levies, if any.
- g) Electricity charges for the electricity energy consumed for the operation of common services.
- h) All other expenses taxes, rates and other levies as are deemed by the Association as the case may be necessary or incidental or liable to be paid by the co-owners in common.

SCHEDULE - VI

(Details of Fixtures, Fittings, Standard Materials etc. to be provided in the Owners' Allocation).

1. Entire Flooring of the Flat will be Marble including Kitchen and Toilet.
2. Toilet Wall- Tiles up to 6' ft. will be provided.
3. In the Kitchen one cooking platform of Black stone and wall dado of glazed tiles up to 24" height over the platform and one Black stone sink will be provided.
4. Doors: Wooden frame with flush doors, Phenol Bond 35 mm thick with commercial ply.
5. Windows: Steel framed with grills will be provided with enamel paints.
6. Interior walls will be finished with Plaster of paris.
7. In the big toilet, one western or Indian commode with cistern shall be provided in addition to this one wash basin with 2 Tap connections shall be provided in the W.C. one Western Commode with cistern and 1 (one) Tap connection shall be provided.
8. Concealed wiring with points as under:-
 - a) Bed Room : 2 Light points 1 fan point, 1 plug point, (5 Amp) and one foot light point.

- b) Toilet : 1 Light point, 2 Plug point (15 + 5 Amp),
c) Kitchen : 1 Light point, 2 Plug points (15 + 5 Amp),
d) Drawing & Dining : 3 Light points 1 Fan point 2 Plug points (15+5Amp),
e) Balcony : 1 Light point.
f) Calling Bell connection in each flat above / beside the Door Frame.
g) Special fittings as per Owners' choice will be provided at extra cost.

IN WITNESSES WHEREOF the Parties hereto do hereby set their respective hands and seals on this Agreement on the day, month and year first above written.

SIGNED, SEALED & DELIVERED
at Kolkata in the presence of :-

WITNESSES:-

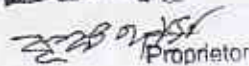
1. Goutam Das
Sonia S. Das
KAL - 152

2. Kashinath Das
Panchaseta,
Garia
KAL - 152

1. 
2. Lipika Tripathy

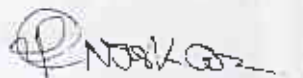
SIGNATURE OF THE OWNERS.

MIS. KRISHNA DAS


Proprietor

SIGNATURE OF THE Developer

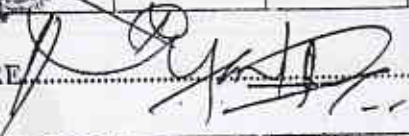
Drafted & prepared by :-



RATAN CHANDRA NASKAR
B.A.L.L.B. Advocate
Benipur Civil & Criminal Court

21.10.2011/02

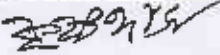
PRESENTANT/ EXECUTANT		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					
	LEFT HAND					

NAME DIPANKAR BYSA SIGNATURE 

PRESENTANT/ EXECUTANT		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					
	LEFT HAND					

NAME LIPIKA MIDYA SIGNATURE Lipika Midya

PRESENTANT/ EXECUTANT		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					
	LEFT HAND					

NAME SIGNATURE 

PRESENTANT/ EXECUTANT		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	RIGHT HAND					
	LEFT HAND					

NAME SIGNATURE



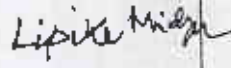
Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 18291000232635/2018

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Dipankar Ghosh 186/ A, Harish Mukherjee Road, P.O:- Kalighat, P.S:- Bhawanipore, District:-South 24- Parganas, West Bengal, India, PIN - 700026	Land Lord			 17 AUG 2018
2	Mrs Lipika Midya 186/ A, Harish Mukherjee Road, P.O:- Kalighat, P.S:- Bhawanipore, District:-South 24- Parganas, West Bengal, India, PIN - 700026	Land Lord			 17 AUG 2018
3	Mr Krishna Das 27, Sreenagar Main Road, P.O:- Panchasayar, P.S:- Sonarpur, District:- South 24-Parganas, West Bengal, India, PIN - 700094	Represent ative of Developer [MS Krishna Das]			 MS. KRISHNA DAS Proprietor 17 AUG 2018

Sl No.	Name and Address of Identifier	Identifier of	Signature with date
1	Mr Ajit Kumar Dasgupta Son of Late Gopal Dasgupta Dhalua Nabapally, Purba Para, P.O:- Dhalua, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152	Mr Dipankar Ghosh, Mrs Lipika Midya, Mr Krishna Das	<i>Ajit Kumar Dasgupta</i> 17 AUG 2018

(Ajit Kumar Dasgupta)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.,
 GARIA
 South 24-Parganas, West
 Bengal

Additional District Sub-Registrar,
 Garia South 24 Parganas

17 AUG 2018



ভাৰতীয় বিধান কমিশন
নিৰ্বাচন পৰা

ELECTION COMMISSION OF INDIA
IDENTITY CARD

LLH3187509



নিৰ্বাচকৰ নাম	অজিত কুমাৰ দাসগুপ্ত
Elector's Name	Ajit Kumar Dasgupta
পিতাৰ নাম	গোপাল দাসগুপ্ত
Father's Name	Gopal Dasgupta
বিশ্বাস/স্বাক্ষৰ	১৯/৮/১৯৬২
Date of Birth	19/8/1962

LLH3187509

ঠিকানা:

শেখাৰ পৰা পৰা (পাৰ্ক), হাজিৰা সোনাৰপুৰ
সোনাৰপুৰ, দক্ষিণ ২৪ - বেলগা ৭৪১১১২

Address:

Shekhar Para Para (Park), Hajira Sonarpur
SONARPUR, SOUTH 24
PARGANAS-700152

Date: 28/12/2016

151 - সোনাৰপুৰ ব্লক বিধান ভাৰতীয় নিৰ্বাচন কমিশন
নিৰ্বাচন পৰা

Facsimile Signatures of the Electoral
Commissioner - Chittagong

151 - Sonarpur Block Electoral Commission

নিৰ্বাচন পৰা পৰা (পাৰ্ক) হাজিৰা সোনাৰপুৰ
সোনাৰপুৰ, দক্ষিণ ২৪ - বেলগা ৭৪১১১২
নিৰ্বাচন পৰা পৰা (পাৰ্ক) হাজিৰা সোনাৰপুৰ
সোনাৰপুৰ, দক্ষিণ ২৪ - বেলগা ৭৪১১১২
নিৰ্বাচন পৰা পৰা (পাৰ্ক) হাজিৰা সোনাৰপুৰ
সোনাৰপুৰ, দক্ষিণ ২৪ - বেলগা ৭৪১১১২

Ajit Kumar Dasgupta
Ajit Kumar Dasgupta

TR holder requires nationality of other country he should surrender this passport forthwith to the nearest Indian Mission / Post abroad. Unauthorized possession of the document shall constitute an offence punishable under the Indian Passport Act, 1987

EMIGRATION CLEARANCE
NOT REQUIRED



(VISHAY PAL)
CONSUL
Consulate General of India
Chicago, U.S.A.

भारत गणराज्य REPUBLIC OF INDIA

[illegible]

P<INDMIDYA<<LIPKA<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<
N452BT67<3IND7010181F2504199<<<<<<<<<<<<<<<<<<

Lipika Nidya
Lipika Nidya
Lipika Nidya

NOT VALID FOR PASSAGE

সমস্ত বিদ্যমান পাসপোর্ট

নাম / সম্পর্কিত ব্যক্তি নাম / নামের পিতার / স্বামী / মাতার নাম

SAANTOSH KUMAR GHOSH

নামের মাতার / নামের পিতার

PUSPA GHOSH

নামের স্বামীর / নামের পিতার

PALLAB MITYA

ঠিকানা / Address

186 A HARISH MUKHERJEE RD

CALCUTTA- 700026, WB

USA

পাসপোর্ট নম্বর / Date of issue and place of issue / Old Passport No. with Date and Place of issue

E6511528

18/10/2004

CHICAGO

নামের / Name

USA 400432815

OLD PPT OLD AND RETURNED

Lipika Mitya
Lipika Mitya
Lipika Mitya

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVERNMENT OF INDIA

LIPIKA MIDYA

SANTOSH KUMAR GHOSH

18/10/1970

Permanent Account Number

AQEPM3145J

Lipika Midya

Signature

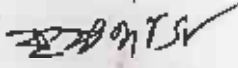


Lipika Midya
Lipika Midya

आयकर विभाग INCOME TAX DEPARTMENT		भारत सरकार GOVT. OF INDIA
	स्थायी लेखा संख्या कार्ड Permanent Account Number Card AGRPD4448A	
नाम / Name KRISHNA DAS		
पिता का नाम / Father's Name KANAILAL DAS		
जन्म तिथि / Date of Birth 10/12/1959	 हस्ताक्षर / Signature	

In case this card is lost / found, kindly inform / return to:
Income Tax PAN Services Unit, UTHISI
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

इस कार्ड के खोने/पाने पर कृपया सूचित करें/सौंपें:
आयकर पैन सेवा यूनिट, UTHISI
प्लॉट नं. 3, सेक्टर 11, CBD बेलपुर
नवी मुंबई - 400 614



ELECTION COMMISSION OF INDIA
 ভাৰতীয় নিৰ্বাচন কমিশন
IDENTITY CARD LLH4570610
 পরিচয় পত্র



Elector's Name Krishna Das

নির্বাচকের নাম কৃষ্ণ দাস

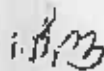
Father's Name Kaddalal Das

পিতার নাম কাদাইলাল দাস

Sex	M
লিঙ্গ	পুরুষ
Age as on 1.1.2006	36
১.১.২০০৬ এ বয়স	৩৬

Address:
 Flute Para Brinagar Sonarpur South 24 Parganas
 700084

স্বাক্ষর:
 পূর্ব-মধ্য কিসক জেলায় ২৪ পার্শ্ব ১০০০৮



Facsimile Signature
Electoral Registration Officer
 নির্বাচক নিবন্ধন অধিকারিক
Assembly Constituency: 109-Sonarpur (SC)
 বিধানসভা নির্বাচন কেন্দ্র : ১০৯-সোনারপুর (উপশিল্পী জাতি)
District: South 24 Parganas **জেলা: দক্ষিণ ২৪ পার্শ্ব**
Date: 08.03.2006 **তারিখ: ০৮.০৩.২০০৬**





भारत सरकार
Unique Identification Authority of India
Government of India

Enrolment No.: 1040/94447/01495

To
Krishna Das
S/O Kanailal Das
17 no SREENAGAR main road garia
Raipur Sonarpur (M)
Panchasayar
South 24 Parganas West Bengal - 700094
9831496131

4-Generation Data: 27/12/2017

Signature valid

आपका आधार क्रमांक / Your Aadhaar No. :

2491 6142 2122

VID : 9101 5087 9916 0428

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Krishna Das
Date of Birth/DOB: 10/12/1969
Male/ MALE

2491 6142 2122

VID : 9101 5087 9916 0428

मेरा आधार, मेरी पहचान



- ध्यान**
- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
 - पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
 - यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address:
S/O Kanailal Das, 17 no SREENAGAR main
road garia, Raipur Sonarpur (M), South 24
Parganas,
West Bengal - 700094



2491 6142 2122

VID : 9101 5087 9916 0428

Handwritten signature

PERMANENT ACCOUNT NUMBER

ADSPG0519R



DIPANKAR GHOSH

SANTOSH KUMAR GHOSH

14-11-1957

PERMANENT SIGNATURE

[Handwritten signature]

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1. The Government of India
 2. The Government of Madras
 3. The Government of Bombay
 4. The Government of the Punjab
 5. The Government of the North-West Frontier Province
 6. The Government of the Baluchistan
 7. The Government of the Sindh
 8. The Government of the United Provinces
 9. The Government of the Bihar
 10. The Government of the Orissa
 11. The Government of the Assam
 12. The Government of the Nagaland
 13. The Government of the Manipur
 14. The Government of the Tripura
 15. The Government of the Meghalaya
 16. The Government of the Mizoram
 17. The Government of the Jharkhand
 18. The Government of the Chhattisgarh
 19. The Government of the Madhya Pradesh
 20. The Government of the Uttar Pradesh
 21. The Government of the Haryana
 22. The Government of the Himachal Pradesh
 23. The Government of the Jammu and Kashmir
 24. The Government of the Ladakh
 25. The Government of the Gilgit-Baltistan
 26. The Government of the Ferozepur
 27. The Government of the Ludhiana
 28. The Government of the Patna
 29. The Government of the Gaya
 30. The Government of the Bhagalpur
 31. The Government of the Darbhanga
 32. The Government of the Munger
 33. The Government of the Nalanda
 34. The Government of the Jehanabad
 35. The Government of the Kishanganj
 36. The Government of the Sitabganj
 37. The Government of the Muzaffarpur
 38. The Government of the Supaul
 39. The Government of the Vaishali
 40. The Government of the Bettiah
 41. The Government of the Bhadda
 42. The Government of the Barh
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 50. The Government of the Patna Sahib

THE UNIVERSITY OF CHICAGO



एक हलदर, G. HALLDAR
कृषि क्षेत्रों में आबादी में प्रतिशत

Sd/- Regional Passport Officer
कोलकाता / Kolkata

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2000年12月10日 星期一

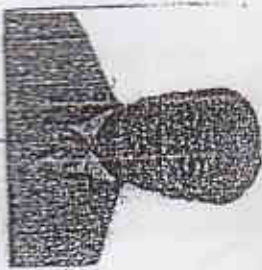
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1. *Leptocarpus*

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आर्य



AND REEDER

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From the Department of Chemical Engineering,
DIPANKAR, 1994

INDIAN

KOLKATA

KOLKATA

08/07/2011

07:07:2021

U-1MEGHOZH<CD17MHVOKKKK>

070055<91.11>

2000-2001

to you

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

GRN: 19-201819-027612735-1 Payment Mode Online Payment
GRN Date: 17/08/2018 13:21:39 Bank: State Bank of India
BRN: CKG8164079 BRN Date: 17/08/2018 13:22:42

DEPOSITOR'S DETAILS

Name: KRISHNA DAS Id No.: 16291000232635/4/2018
Contact No.: Mobile No.: +91 8697312670
E-mail: [Query No./Query Year]
Address: 27 SREENAGAR MAIN RD PANCHASAYAR KOL 94
Applicant Name: Mr Ajit Kumar Dasgupta
Office Name:
Office Address:
Status of Depositor: Buyer/Claimants
Purpose of payment / Remarks: Sale, Development Agreement or Construction agreement
Payment No. 4

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16291000232635/4/2018	Property Registration-Stamp duty	0030-02-103-003-02	70020
2	16291000232635/4/2018	Property Registration-Registration Fees	0030-03-104-001-16	21

In Words : Rupees Seventy Thousand Forty One only Total 70041

Major Information of the Deed

Deed No	I-1629-04028/2018	Date of Registration	17/08/2018
Query No/ Year	1629-1000232635/2018	Office where deed is registered	
Query Date	17/08/2018 11:20:48 AM	A.D.S.R. GARIA, District: South 24-Parganas	
Applicant Name, Address & Other Details	Ajit Kumar Dasgupta Dhalua Nabapally Purba Para, Thana : Sonarpur, District : South 24-Parganas, WEST BENGAL, PIN - 700152, Mobile No. : 8697312670, Status : Solicitor firm		
Transaction	Additional Transaction		
[10] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 3,64,07,683/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Gengajqara Road, Mouza: Panchapota

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-625	LR-1856	Bastu	Bastu	2 Bigha 18 Katha 8 Chatak 2 Sq Ft	1/-	3,64,07,683/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road.
Grand Total :					96.5296Dec	1 /-	364,07,683 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Dipankar Ghosh Son of Late Santosh Kumar Ghosh 186/ A, Harish Mukherjee Road, P.O:- Kalighat, P.S:- Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ADSPG0519R, Status :Individual, Executed by: Self, Date of Execution: 17/08/2018 , Admitted by: Self, Date of Admission: 17/08/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/08/2018 , Admitted by: Self, Date of Admission: 17/08/2018 ,Place : Pvt. Residence
2	Mrs Lipika Midya Wife of Mr Pallab Midya 186/ A, Harish Mukherjee Road, P.O:- Kalighat, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN - 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AQEPM3145J, Status :Individual, Executed by: Self, Date of Execution: 17/08/2018 , Admitted by: Self, Date of Admission: 17/08/2018 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/08/2018 , Admitted by: Self, Date of Admission: 17/08/2018 ,Place : Pvt. Residence

Major Information of the Deed :- I-1629-04028/2018-17/08/2018

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MS Krishna Das 27, Sreenagar Main Road, P.O:- Panchasayar, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094, PAN No.: AGRPD4448A, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Krishna Das (Presentant) Son of Late Kanai Lal Das 27, Sreenagar Main Road, P.O:- Panchasayar, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGRPD4448A Status : Representative, Representative of : MS Krishna Das (as Proprietor)

Identifier Details :

Name & address
Mr Ajit Kumar Dasgupta Son of Late Gopal Dasgupta Dhalua Nabapally, Purba Para, P.O:- Dhalua, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700152, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mr Dipankar Ghosh, Mrs Lipika Midya, Mr Krishna Das

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Dipankar Ghosh	MS Krishna Das-48.2648 Dec
2	Mrs Lipika Midya	MS Krishna Das-48.2648 Dec

Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Gangajoara Road, Mouza: Panchapota

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 625(Corresponding RS Plot No:- 568), LR Khatian No:- 1856	Owner:দীপঙ্কর ঘোষ, Gurdian:সজ্জাব কুমার, Address:186১, হরিশ মুখার্জী রোড, ভবানীপুর, কোলকাতা-700 026, Classification:বালু, Area:0.61000000 Acre, Under Mutation

Major Information of the Deed :- I-1629-04028/2018-17/08/2018

Endorsement For Deed Number : 1 - 162904028 / 2018

On 17-08-2018

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 of Indian Stamp Act 1899.

Presentation (Under Section 52 & Rule 22A(3) 48(1), W.B. Registration Rules, 1962)

Presented for registration at 16:10 hrs on 17-08-2018, at the Private residence by Mr Krishna Das ,

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 354,07,683/-

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

Execution is admitted on 17/08/2018 by 1. Mr Dipankar Ghosh, Son of Late Santosh Kumar Ghosh, 186/ A, Harish Mukherjee Road, P.O: Kalighet, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Business, 2. Mrs Lipika Midya, Wife of Mr Pallab Midya, 186/ A, Harish Mukherjee Road, P.O: Kalighal, Thana: Bhawanipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife

Indetified by Mr Ajit Kumar Dasgupta, , Son of Late Gopal Dasgupta, Dhalua Nabapally, Purba Para, P.O: Dhalua, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Business

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

Execution is admitted on 17-08-2018 by Mr Krishna Das, Proprietor, MS Krishna Das (Sole Proprietorship), 27, Sreenagar Main Road, P.O:- Panchasayer, P.S:- Sonarpur, District:-South 24-Parganas, West Bengal, India, PIN - 700094

Indetified by Mr Ajit Kumar Dasgupta, , Son of Late Gopal Dasgupta, Dhalua Nabapally, Purba Para, P.O: Dhalua, Thana: Sonarpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700152, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/08/2018 1:22PM with Govt. Ref. No: 192018190276127351 on 17-08-2018, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKG8164079 on 17-08-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1231, Amount: Rs.5,000/-, Date of Purchase: 16/08/2018, Vendor name: Sankar Kumar Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/08/2018 1:22PM with Govt. Ref. No: 192018190276127351 on 17-08-2018, Amount Rs: 70,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKG8164079 on 17-08-2018, Head of Account 0030-02-103-003-02



Abhijit Bera

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
South 24-Parganas, West Bengal**

Major Information of the Deed :- 1-1629-04028/2018-17/08/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1629-2018, Page from 124837 to 124890

being No 162904028 for the year 2018.



Digitally signed by ABHIJIT BERA
Date: 2018.08.27 15:41:46 +05:30
Reason: Digital Signing of Deed.

**(Abhijit Bera) 27-Aug-18 3:41:38 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. GARIA
West Bengal.**

(This document is digitally signed.)