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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 721736

11.55A
 14/3/22
 2000750284

Certified that the document is admitted to registration. The Signature sheet and the endorsement sheets attached with this document are the part of this document.

Adl. District Sub-Registrar
 Bahala, South 24 Parganas

14 MAR 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 14th day of March, Two thousand Twenty Two (2022),

BETWEEN

Sl. No. 199 Date 11 0 MAR 2022 No. 100V

Name A. Saha
ADVOCATE

Alipore Judges' Court
Kolkata-700 027

Vendor Swakop Chandra
SWAKOP CHANDRA
Alipore Judges' Court, Kol-27

11 0 MAR 2022



A.D.S.R Behala
14 MAR 2022
Dist. - South 24 Pgs.

Anirban Saha
24/1, Unique Park,
Behala, P.O. Behala,
P.S. Behala, Kolkata-700034
Advocate

Major Information of the Deed

Deed No :	I-1607-03792/2022	Date of Registration	14/03/2022
Query No / Year	1607-2000758284/2022	Office where deed is registered	
Query Date	09/03/2022 9:18:48 AM	A D S R. BEHALA, District, South 24-Parganas	
Applicant Name, Address & Other Details	Debsankar Roy Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, Pin - 700027, Mobile No : 9831521387, Status Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 67,51,663/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dr. Akshay Paul Road, Road Zone : (D H Road -- Fakirpara Road more) , , Premises No: 132, , Ward No: 128 Pin Code : 700034



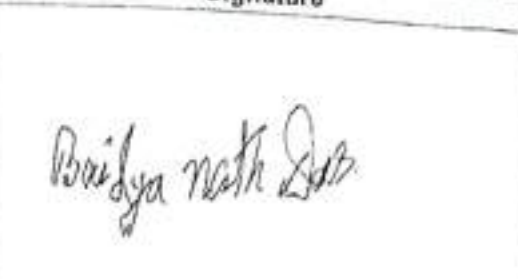


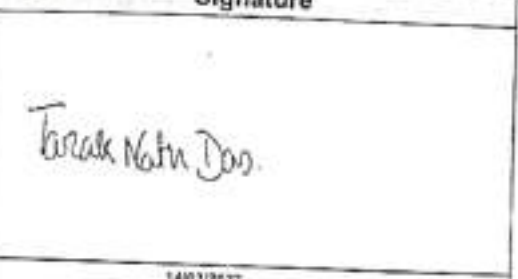


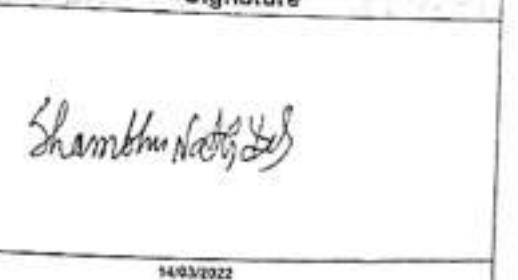
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha 4 Chatak 33 Sq Ft		67,24,663/-	Width of Approch Road: 12 Ft., Adjacent to Metal Road.
Grand Total :				8.7381Dec	0/-	67,24,663/-	



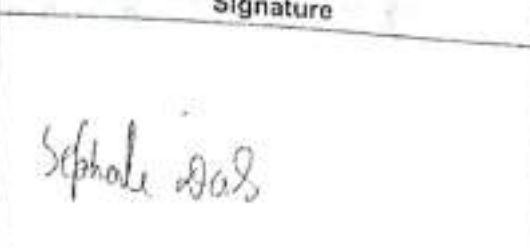
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	0/-	27,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		100 sq ft	0/-	27,000/-	

Details :

Name, Address, Photo, Finger print and Signature












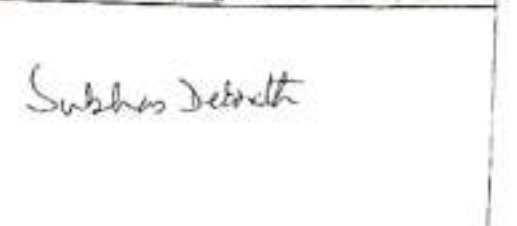


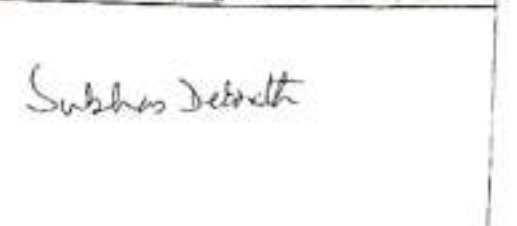


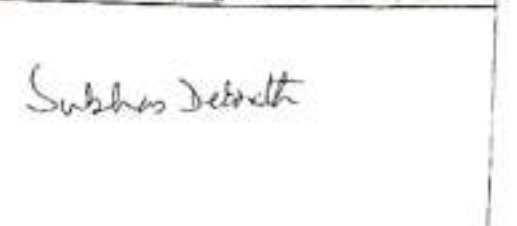
Name	Photo	Finger Print	Signature
Mr Baidya Nath Das (Presentant) Son of Late Barindra Chandra Das Executed by: Self, Date of Execution: 14/03/2022 , Admitted by: Self, Date of Admission: 14/03/2022 ,Place : Office	 14/03/2022	 LTI 14/03/2022	 14/03/2022
217, Dr. A.K. Paul Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AOxxxxxx4R, Aadhaar No: 89xxxxxxxx5159, Status :Individual, Executed by: Self, Date of Execution: 14/03/2022 , Admitted by: Self, Date of Admission: 14/03/2022 ,Place : Office			
Mr Tarak Nath Das Son of Late Barindra Chandra Das Executed by: Self, Date of Execution: 14/03/2022 , Admitted by: Self, Date of Admission: 14/03/2022 ,Place : Office	 14/03/2022	 LTI 14/03/2022	 14/03/2022
217, Dr. A.K. Paul Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: CCxxxxxx3J, Aadhaar No: 95xxxxxxxx0249, Status :Individual, Executed by: Self, Date of Execution: 14/03/2022 , Admitted by: Self, Date of Admission: 14/03/2022 ,Place : Office			
Mr Shambhu Nath Das Son of Late Barindra Chandra Das Executed by: Self, Date of Execution: 14/03/2022 , Admitted by: Self, Date of Admission: 14/03/2022 ,Place : Office	 14/03/2022	 LTI 14/03/2022	 14/03/2022
217, Dr. A.K. Paul Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BRxxxxxx7H, Aadhaar No: 94xxxxxxxx0610, Status :Individual, Executed by: Self, Date of Execution: 14/03/2022 , Admitted by: Self, Date of Admission: 14/03/2022 ,Place : Office			

Name	Photo	Finger Print	Signature
Sephali Das Daughter of Late Barindra Chandra Das Executed by: Self, Date of Execution: 14/03/2022 , Admitted by: Self, Date of Admission: 14/03/2022 ,Place : Office	 14/03/2022	 LTI 14/03/2022	 14/03/2022
19, Bidhan Colony, East Sithi, South Dumdum, City:- , P.O:- Nabawgunga, P.S:-Noapara, District:- North 24-Parganas, West Bengal, India, PIN:- 700030 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BSxxxxxx6B, Aadhaar No: 80xxxxxxxx3048, Status :Individual, Executed by: Self, Date of Execution: 14/03/2022 , Admitted by: Self, Date of Admission: 14/03/2022 ,Place : Office			



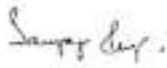
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BDR ENTERPRISE 12/2A, Thakurtala Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 , PAN No.:: AAxxxxxx7C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative




Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Samir Kumar Baral Son of Sudhir Ranjan Baral Date of Execution - 14/03/2022, , Admitted by: Self, Date of Admission: 14/03/2022, Place of Admission of Execution: Office </td> <td>  Mar 14 2022 12:11PM </td> <td>  LTI 14/03/2022 </td> <td>  14/03/2022 </td> </tr> </tbody> </table> 28/B, B.B. Sengupta Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFxxxxxx2Q, Aadhaar No: 49xxxxxxxx3378 Status : Representative, Representative of : BDR ENTERPRISE (as Partner)	Name	Photo	Finger Print	Signature	Mr Samir Kumar Baral Son of Sudhir Ranjan Baral Date of Execution - 14/03/2022, , Admitted by: Self, Date of Admission: 14/03/2022, Place of Admission of Execution: Office	 Mar 14 2022 12:11PM	 LTI 14/03/2022	 14/03/2022
Name	Photo	Finger Print	Signature						
Mr Samir Kumar Baral Son of Sudhir Ranjan Baral Date of Execution - 14/03/2022, , Admitted by: Self, Date of Admission: 14/03/2022, Place of Admission of Execution: Office	 Mar 14 2022 12:11PM	 LTI 14/03/2022	 14/03/2022						
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr Subhas Debnath Son of Jogesh Chandra Debnath Date of Execution - 14/03/2022, , Admitted by: Self, Date of Admission: 14/03/2022, Place of Admission of Execution: Office </td> <td>  Mar 14 2022 12:12PM </td> <td>  LTI 14/03/2022 </td> <td>  14/03/2022 </td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr Subhas Debnath Son of Jogesh Chandra Debnath Date of Execution - 14/03/2022, , Admitted by: Self, Date of Admission: 14/03/2022, Place of Admission of Execution: Office	 Mar 14 2022 12:12PM	 LTI 14/03/2022	 14/03/2022
Name	Photo	Finger Print	Signature						
Mr Subhas Debnath Son of Jogesh Chandra Debnath Date of Execution - 14/03/2022, , Admitted by: Self, Date of Admission: 14/03/2022, Place of Admission of Execution: Office	 Mar 14 2022 12:12PM	 LTI 14/03/2022	 14/03/2022						

Dr. A.K. Paul Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.: AExxxxxx6A, Aadhaar No: 45xxxxxxxx2378 Status : Representative, Representative of : BDR ENTERPRISE (as Partner)

Name	Photo	Finger Print	Signature
Mr Sanjoy Roy Son of Gopal Chandra Roy Date of Execution - 14/03/2022, , Admitted by: Self, Date of Admission: 14/03/2022, Place of Admission of Execution: Office	 <small>Mar 14 2022 12:12PM</small>	 <small>LTI 14/03/2022</small>	 <small>14/03/2022</small>
12/2A, Thakurtaia Road, Purba Barisha, City:- , 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.:: ANxxxxxx2M, Aadhaar No: 27xxxxxxxx7839 Status : Representative, Representative of : BDR ENTERPRISE (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Anirban Saha Son of Mr S Saha Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 <small>14/03/2022</small>	 <small>14/03/2022</small>	 <small>14/03/2022</small>
Identifier Of Mr Baidya Nath Das, Mr Tarak Nath Das, Mr Shambhu Nath Das, Mrs Sephali Das, Mr Samir Kumar Baral, Mr Subhas Debnath, Mr Sanjoy Roy			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Baidya Nath Das	BDR ENTERPRISE-2.18453 Dec
2	Mr Tarak Nath Das	BDR ENTERPRISE-2.18453 Dec
3	Mr Shambhu Nath Das	BDR ENTERPRISE-2.18453 Dec
4	Mrs Sephali Das	BDR ENTERPRISE-2.18453 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Baidya Nath Das	BDR ENTERPRISE-25.00000000 Sq Ft
2	Mr Tarak Nath Das	BDR ENTERPRISE-25.00000000 Sq Ft
3	Mr Shambhu Nath Das	BDR ENTERPRISE-25.00000000 Sq Ft
4	Mrs Sephali Das	BDR ENTERPRISE-25.00000000 Sq Ft

13-2022

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 67,51,663/-



Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

On 14-03-2022

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

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

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

Presented for registration at 11:55 hrs on 14-03-2022, at the Office of the A.D.S.R. BEHALA by Mr Baidya Nath Das , one of the Executants.

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

Execution is admitted on 14/03/2022 by 1. Mr Baidya Nath Das, Son of Late Barindra Chandra Das, 217, Dr. A.K. Paul Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Retired Person, 2. Mr Tarak Nath Das, Son of Late Barindra Chandra Das, 217, Dr. A.K. Paul Road, P.O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Service, 3. Mr Shambhu Nath Das, Son of Late Barindra Chandra Das, 217, Dr. A.K. Paul Road, P O: Behala, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700034, by caste Hindu, by Profession Business, 4. Mrs Sephali Das, Daughter of Late Barindra Chandra Das, 19 Bidhan Colony, East Sithi, South Dumdum, P.O: Nabawgunga, Thana: Noapara, , North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by Profession House wife

Identified by Mr Anirban Saha, , Son of Mr S Saha, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 14-03-2022 by Mr Samir Kumar Baral, Partner, BDR ENTERPRISE (Partnership Firm), 12/2A, Thakurtala Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Identified by Mr Anirban Saha, , Son of Mr S Saha, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 14-03-2022 by Mr Subhas Debnath, Partner, BDR ENTERPRISE (Partnership Firm), 12/2A, Thakurtala Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Identified by Mr Anirban Saha, , Son of Mr S Saha, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 14-03-2022 by Mr Sanjoy Roy, Partner, BDR ENTERPRISE (Partnership Firm), 12/2A, Thakurtala Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Identified by Mr Anirban Saha, , Son of Mr S Saha, Alipore Judges Court, P.O: Alipore, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

... required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees
... Rs 0/-, by online = Rs 21/-
... of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
... on 13/03/2022 10:32AM with Govt. Ref. No: 192021220204342538 on 13-03-2022, Amount Rs: 21/-, Bank: SBI
... Pay (SBlePay), Ref. No. 5019221845922 on 13-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 100/-,
by online = Rs 9,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 721736, Amount: Rs.100/-, Date of Purchase: 11/03/2022, Vendor name:
SWARUP CHANDRA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 13/03/2022 10:32AM with Govt. Ref. No: 192021220204342538 on 13-03-2022, Amount Rs: 9,920/-, Bank:
SBI EPay (SBlePay), Ref. No. 5019221845922 on 13-03-2022, Head of Account 0030-02-103-003-02



Sandip Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
South 24-Parganas, West Bengal

Registration under section 60 and Rule 69.
in Book - I
No. 1607-2022, Page from 180207 to 180281
Deed No 160703792 for the year 2022.



Sandip

Digitally signed by SANDIP BISWAS
Date: 2022.04.11 16:02:07 +05:30
Reason: Digital Signing of Deed.

(Sandip Biswas) 2022/04/11 04:02:07 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BEHALA
West Bengal.

(This document is digitally signed.)

(1) **SRI BAIDYA NATH DAS**, (PAN- AORPD6764R, Aadhaar No. 8960 2379 5159) son of Late Barindra Chandra Das, by Nationality Indian, by faith Hindu, by occupation —Retired, residing at 217, Dr. A,K,Paul Road, P.S. Behala now Parnasree, P.O. Behala, Kolkata-700034, District: South 24-Parganas, (2) **SRI TARAK NATH DAS**, (PAN- CCLPD8753J, Aadhaar No. 9578 5926 0249) son of Late Barindra Chandra Das, by Nationality Indian, by faith-Hindu, by occupation —Service, residing at 217, Dr. A,K,Paul Road, P.S. Behala now Parnasree, P.O. Behala, Kolkata-700034, District: South 24-Parganas, (3) **SRI SHAMBHU NATH DAS**, (PAN- -BRMPD9747H, Aadhaar No. 9494 3826 0610) son of Late Barindra Chandra. Das, by Nationality Indian, by faith Hindu, by occupation — Business, residing at 217, Dr. A,K,Paul Road, P.S. Behala now Parnasree, P.O. Behala, Kolkata700034, District: South 24-Parganas, (4) **SMT. SEPHALI DAS**, (PAN- BSPPD2296B, Aadhaar No. 8044 6918 3048) daughter of Late Barindra Chandra Das, by Nationality Indian, by faith Hindu, by occupation: Housewife, residing at 19 Bidhan Colony, East Sithi, South Dum Dum, Ghughudanga, P.O.- Nabawgunge, P.S.-Noapara, Pin- 700030, District: North 24-Parganas, hereinafter called and referred to as the **FIRST PARTY/OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators, legal representatives, and assigns) of the **ONE PART**.

AND

M/S BDR ENTERPRISE (PAN NO: AASFB8057C) a Partnership Firm having its office at 12/2A, Thakurtala Road, Barisha, Post Office- Barisha, Police Station- Haridevpur, Kolkata- 700008 represented by its partners (1) **SRI SAMIR KUMAR BARAL**, (PAN- AFVPB1952Q, Aadhaar No. 4961 7336 3378), son of Sudhir Ranjan Baral, by Nationality - Indian, by Faith - Hindu , by Occupation - Business, residing at 28/B B.B.Sengupta Road, P.O. Behala, P.S. Behala, Kolkata - 700034; (2) **SRI SUBHAS DEBNATH**, (PAN- AEXPD2856A, Aadhaar

No. 4556 0017 2378), son of Jogesh Chandra Debnath, by Nationality - Indian, by Faith - Hindu , by Occupation - Business, residing at 583/n Dr A.K.Pal Road, P.O. Behala, P.S. Behala, Kolkata - 700034; (3) SRI SANJOY ROY, (PAN- ANCPR6732M, Aadhaar No. 2747 5607 7839), son of Gopal Chandra Roy, by Nationality - Indian, by Faith - Hindu , by Occupation - Business, residing at 12/2A, Thakurtala Road, Barisha, Post Office- Barisha, Police Station- Haridevpur, Kolkata- 700008, hereinafter called and referred to as the DEVELOPER/ CONFIRMING PARTY (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns), hereinafter called and referred to as the "SECOND PARTY/ DEVELOPER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, successors, executors, administrators and legal representatives) of the SECOND PART.

WHEREAS one Barindra Chadra Das son of Late Surendra Chandra Das, purchased by way of one registered Sale Deed dated 31.08.1960 ALL THAT piece and parcel of Doba land measuring 7 Satak more or less under Dag No. 43 and 23 satak Danga Land more or less under Dag No. 42 that is total 30 Satak equivalent to 18 Cottahs 2 chittacks 14 sq. ft. more or less under the said two Dags lying and situated in Mouza Gangarampur, Pargana: Magura, J.L.No, 5 under Collectorate Touzi No. 9, R.S. No. 188, appertaining to Khatian No. 108 the then P.S. Behala now Parnasree, under the South Subanban Municipality the then District of 24-Parganas together with six fe.et wide common passage along with all easements rights and facilities of the said land/property from the then right full owners Sk. Noor Mohammad son of Golam Ahammed and_others at or for valuable consideration mentioned therein, and the said Sale Deed was duly registered in the office of Joint. Sub- Registrar of Alipore at Behala and recorded in Book No. I, Volume No. 33 Page 9 to 14, Being No. 3643 for the

year 1960 and purchased another landed property by way of Sale Deed dated 17.05.1961 **ALL THAT** piece and parcel of Danga Land measuring an area 5 Satak equivalent to 3 Cottahs 3 Chittaks 3 Sq.ft, more or less lying and situate in Mouza Gangarampur, Pargana: Magura, J.L.No. 5 under Collectorate Touzi No. 9, R.S. No. 188, appertaining to Khatian No. 108 comprised in Dag No,42 the then P.S. Behala, under the South Subanban Municipality, the then District of South 24 Parganas along with all easements rights and facilities of the said land/property from the then lawfull owners Sk Noor Mohammad son of Golam Ahammed and others at or for valuable consideration mentioned therein and the said Sale Deed was duly registered in the office of Joint Sub- Registrar of Alipore at Behala and recorded in Book No. I, Volume No..38, Page 232 to 237, Being No. 2060 for the year 1961 and after purchasing the said property, said Barindra Chadra Das was absolute owner of 21 kathas 5 chittacks 17 sq. ft. and also he enjoyed and possessed the said property.

AND WHEREAS while in possession, the said Barindra Chadra Das transferred by way of registered Deed of Sale dated 07.07.1993, Being No. 4026 for the year 1993 **ALL THAT** piece and parcel of land measuring 4 Cottahs 2 Chittaks more or less (1Cottah 1 Chittak 33 Sq.ft. more or less in Dag No. 42 and measuring 3 Cottahs 12 Sq.ft. more less in Dag No. 43 in the said Mouza- Gangarampur and the then Police Station- Behala now Parnasree appertaining to Khatian No. 108 to Sitanshu Kumar Sarkar son of Hemanta Kumar Sarkar for valuable consideration mentioned therein, and subsequently the said Barindra Chadra Das transfer by way of registered Deed of Gift dated 25.03.1996 **ALL THAT** piece and parcel of land measuring 1 Cottahs 8 Chittaks more or less out of his balance area of land lying and situate in Mouza- Gangarampur, Pargana: Magura, J.L. No. 5 under Collectorate Touzi No. 9, R.S. No. 188, appertaining to Khatian No. 108 comprised in Dag No.42, holding no. 132/359, Street Name: Dr. A.K.Paul Road, Road, P.S. Behala now Parnasree, Kolkata-700034, now District: South 24-Parganas together with four feet wide common passage along with all easements rights and facilities of the said land/property in favour of his one

daughter namely Smt. Dipali Das, said Deed of Gift was duly registered in the office of Additional District Sub- Registrar at Behala, South 24-Parganas and recorded in Book No. I, Volume No.28, Page 465 to 472, Being No. 1191 for the year 1996 and after possession the balance portion of land, the said Barindra Chadra Das sold some portion of land from the balance area of land to some one by way of registered deeds.

AND WHEREAS Barindra Chandra Das after sale of the aforesaid portions of landed property remained owner of balance portion of 14 kathas 07 chittacks 40 sq. ft. more or less landed property in Dag No. 42 and mutated his name in the local municipality being Holding No. 132/359, Street Name: Dr. A.K.Paul Road, P.S. then Behala now Parnasree, Kolkata-700034, District: 24-Parganas and Dag No. 43 is kept separately being unassessed.

AND WHEREAS during his lifetime, Barindra Chandra Das sold and transferred balance portion of land to different persons in different times and to make common passage and finally land measuring about 07 kathas 10 chittacks 03 sq. ft. more or less landed property in Dag No. 42 remained in his name.

AND WHEREAS said Barindra Chadra Das was seized and possessed the balance portion of land measuring 07 kathas 10 chittacks 03 sq. ft. more or less in Dag No. 42 in the said Mouza- Gangarampur and Police Station- then Behala now Parnasree with structure and while possession, said Barindra Chadra Das recorded his name in the assessment book of the Kolkata Municipal Corporation, Ward No. 128, vide Assessee No. 411280101325 now known as K.M.C. premises No. 132, Dr. A.K.Paul Road, mailing - address 217, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700034, District: South 24-Parganas.

AND WHEREAS while in possession, said Barindra Chadra Das died intestate on 05.10.1996 leaving his wife namely Khuku Rani Das and four sons namely Baidya Nath Das, Tarak Nath Das, Shambhu Nath Das and Biswanath Das and two daughters namely Dipali Das and Sephali Das and

they became the joint co-owners of the remaining portion of land with structure of the said premises.

AND WHEREAS Khuku Rani Das, Baidya Nath Das, Tarak Nath Das, Shambhu Nath Das, Dipali Das alias Dipali Kundu Chowdhury and Sephali Das, transferred their undivided share of Bastu land measuring 2 Cottahs more or less out of the said total land 07 kathas 10 chittacks 03 sq. ft. more or less in Dag No. 42 to their brother namely Biswanath Das by way of registered Deed of Gift dated 14/12/2000 in the office of the A.D.S.R, at Behala, recorded in Book No. I, Volume 8, Pages 101 to 108, Being No 282 for the year 2010.

AND WHEREAS that the wife of said Barindra Chadra Das namely Khuku Rani Das died on 27.09.2009 leaving behind her four sons namely Baidya Nath Das, Tarak Nath Das, Shambhu Nath Das and Biswanath Das and two daughters namely Dipali Das and Sephali Das, who became the joint owners of total land measuring 05 kathas 10 chittacks 03 sq. ft. more or less land with structure.

AND WHEREAS while in possession, the said Baidya Nath Das, Tarak Nath Das, Shambhu Nath Das, Biswanath Das and Sephali Das gifted Bastu land measuring an area of about 8 feet X 30 feet i.e. total 240 sq. ft. more or less along with 100 sq. ft. RT shed structure, out of the aforesaid total land area of about 05 kathas 10 chittacks 03 sq. ft. more or less in favour of their own sister Smt. Dipali Kundu Chowdhury alias Smt. Dipali Das by way of registered Deed of Gift dated 14/12/2021 in the office of the A.D.S.R, at Behala, recorded in Book No I, Volume 1607-2021, Pages 580882 to 580935 Being No 160715722 for the year 2021.

AND WHEREAS after the aforesaid Gift Baidya Nath Das, Tarak Nath Das, Shambhu Nath Das and Sephali Das each remained owner of undivided 13 chittacks 32 sq. ft. more or less area of land, Biswanath Das remained owner of undivided 01 katha 03 chittacks 02 sq. ft. more or less area of land and Smt. Dipali Kundu Chowdhury alias Smt. Dipali Das remained owner of 14 chittacks 35 sq. ft. more or less area of land thus totaling 05 kathas 04 chittacks 33 sq. ft. more or less area of land.

AND WHEREAS after the aforesaid gift, the said Baidya Nath Das, Tarak Nath Das, Shambhu Nath Das, Sephali Das, Biswanath Das, Smt. Dipali Kundu Chowdhury alias Smt. Dipali Das all remained joint owners of the said property being the premises No. 132, Dr. A.K.Paul Road, mailing address 217, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034 within in the limits of the Kolkata Municipal Corporation. Ward No. 128, in the District of South 24-Parganas the State of West Bengal.

AND WHEREAS while in possession, the said Biswanath Das, Smt. Dipali Kundu Chowdhury alias Smt. Dipali Das gifted Bastu land measuring an area of about 02 kathas 01 chittack 37 sq. ft. more or less along with 100 sq. ft. RT shed structure, out of the aforesaid total land area of about 05 kathas 04 chittacks 33 sq. ft. more or less lying and situate Mouza-Gangarampur, Pargana: Magura, J.L.No. 5, under Collectorate Touzi No. 9, R.S. No. 188, appertaining to Khatian No. 108 comprised in Dag No.42, being the Municipal premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700034 and mailing address 217, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700034 together with all easements rights and facilities of the said building/premises within the limits of the Kolkata Municipal Corporation, Ward No.128, District: South 24-Parganas in favour of their own brothers and sister Baidya Nath Das, Tarak Nath Das, Shambhu Nath Das and Sephali Das by way of registered Deed of Gift dated 14/12/2021 in the office of the A.D.S.R, at Behala, recorded in Book No 1, Volume 1607-2021, Pages 579523 to 579572, Being No 160715740 for the year 2021.

AND WHEREAS by virtue of the said registered Deed of Gift dated 14/12/2021 at present Baidya Nath Das, Tarak Nath Das, Shambhu Nath Das and Sephali Das are the sole and absolute owners and are in peaceful possession of an area about 5(Five) Cottahs and 4(Four) Chittaks 33(Thirty Three) Square Feet be the same a little-more or less without any interruption or hindrances from others and mutated their name in the office of The Kolkata Municipal Corporation (S.S.Unit) as Owners and as well as in the

office of the other competent Authority and the aforesaid property was numbered as municipal premises No. 132, Dr. A.K.Paul Road, mailing address 217, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034 within in the limits of the Kolkata Municipal Corporation. Ward No. 128, in the District of South 24-Parganas the State of West Bengal, and after the said mutation the office of The Kolkata Municipal Corporation (S.S.Unit) issued tax bill in favour of Baidya Nath Das, Tarak Nath Das, Shambhu Nath Das, Biswanath Das and Sephali Das and they are paying municipal taxes in respect of the said property as lawful owners thereon and the said property is containing an area 5(Five) Cottahs and 4(Four) Chittaks 33(Thirty Three) Square Feet with 100 sq. ft. RTS structure lying and situate at Mouza-Gangarampur, Pargana: Magura, J.L.No. 5, under Collectorate Touzi No. 9, R.S. No. 188, appertaining to Khatian No. 108 comprised in Dag No.42, Additional District Sub-registrar office at Behala , District Sub-registrar office at Alipore being municipal premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700034 and mailing address 217, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700034, within the jurisdiction of The Kolkata Municipal Corporation (S. S .Unit) , under ward No.128,Kolkata - 7000 34, Additional District Sub- Registrar office at Behala and District Sub-Registrar office at Alipore , Police Station- Behala now Parnasree and Post office : Behala, in the District of South 24 Parganas, for the sake of brevity it is to be called and referred as "SAID PREMISES", which is morefully and particularly described in the "FIRST SCHEDULE" hereunder written .

AND WHEREAS the present First Party/ Owner herein sufficiently possession of the said premises as an Owner.

AND WHEREAS the First Party have declared and represented as under:-

- i) The premises of the First Party is absolutely free from all encumbrances, mortgages, attachments, liens, lispensens of rights of other whatsoever.

- ii) That the said premises does not attract the provisions of the Urban Land (Ceiling and Regulation) Act, 1976 or any other enactment at present in vogue.
- iii) That they not defaulter in payment of tax or any other statutory liability) as should lead to attachment and/or sale of the said premises under Bengal Public Demand Recovery Act, 1913.
- iv) That they have not heretofore entered into any agreement for sale of the premises or any part thereof nor have they bound themselves by any such condition as would lead to a proceeding under Specific Relief Act in relation to the said property.
- v) That they have good right indivisible title and absolute power and authority to transfer the said premises and every part thereof.

AND WHEREAS The Structure which stands on the Said Premises is in a dilapidated condition not fit for habitation and not proper for reasonable safe and suitable accommodation of the present First Party or their family members.

AND WHEREAS The First Party is desirous to get the said premises develop for better utilization of the space available therein.

AND WHEREAS the First Party is not in a position to develop the land and structures and lack of knowledge in the matter of construction of building.

AND WHEREAS the First Part) was in search of a Developer who has sufficient funds and lot of experience and would be capable of land interested to promote and develop the said premises by constructing a new building by investing necessary funds required for the purpose of construction and other incidental purpose.

AND WHEREAS the Second Party / Developer approached the First Party with the proposal that he would be able to construct a new building upon the said land consisting of Residential several flats and car parking space as per Rules and Regulations of the Kolkata Municipal Corporation after

obtaining necessary plan sanctioned from the Kolkata Municipal Corporation with his own funds and resources.

AND WHEREAS the Second Party / Developer has approved the title of the Owner, the Second party after making necessary searches and obtaining necessary legal opinion.

AND WHEREAS to avoid ambiguity and future disputes as to the meaning of repeated use of some phrases and/or expression in these presents the parties hereto have agreed to define the said words, phrases and/ or expressions as follows :-

ARTICLE-I

I. FIRST PARTY : Shall mean and include (1) **SRI BAIDYA NATH DAS,** (PAN- AORPD6764R, Aadhaar No. 8960 2379 5159) son of Late Barindra Chandra Das, by Nationality Indian, by faith Hindu, by occupation —Retired, residing at 217, Dr. A,K,Paul Road; P.S. Behala now Parnasree, P.O. Behala, Kolkata-700034, District: South 24- Parganas, (2) **SRI TARAK NATH DAS,** (PAN- CCLPD8753J, Aadhaar No. 9578 5926 0249) son of Late Barindra Chandra Das, by Nationality Indian, by faith-Hindu, by occupation —Service, residing at 217, Dr. A,K,Paul Road, P.S. Behala now Parnasree, P.O. Behala, Kolkata-700034, District: South 24-Parganas, (3) **SRI SHAMBHU NATH DAS,** (PAN- BRMPD9747H, Aadhaar No. 9494 3826 0610) son of Late Barindra Chandra. Das, by Nationality Indian, by faith Hindu, by occupation —Business, residing at 217, Dr. A,K,Paul Road, P.S. Behala now Parnasree, P.O. Behala, Kolkata700034, District: South 24-Parganas, (4) **SMT. SEPHALI DAS,** (PAN- BSPPD2296B, Aadhaar No. 8044 6918 3048) daughter of Late Barindra Chandra Das, by Nationality Indian, by faith Hindu, by occupation: Housewife, residing at 19 Bidhan Colony, East Sithi, South Dum Dum, Ghughudanga, P.O.- Nabawgunge, P.S.-Noapara, Pin-700030, District: North 24-Parganas and their heirs, executors, administrators, assigns of Municipal Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700034 within the jurisdiction of The Kolkata Municipal Corporation (S. S .Unit) under ward No.128.

II. SECOND PARTY : Shall mean and include **M/S BDR ENTERPRISE (PAN NO: AASFB8057C)** a Partnership Firm having its office at 12/2A, Thakurtala Road, Barisha, Post Office- Barisha, Police Station- Haridevpur, Kolkata- 700008 represented by its partners (1) **SRI SAMIR KUMAR BARAL, (PAN- AFVPB1952Q, Aadhaar No. 4961 7336 3378)**, son of Sudhir Ranjan Baral, by Nationality - Indian, by Faith - Hindu , by Occupation - Business, residing at 28/B B.B.Sengupta Road, P.O. Behala, P.S. Behala, Kolkata - 700034; (2) **SRI SUBHAS DEBNATH, (PAN- AEXPD2856A, Aadhaar No. 4556 0017 2378)**, son of Jogesh Chandra Debnath, by Nationality - Indian, by Faith - Hindu , by Occupation - Business, residing at 583/n Dr A.K.Pal Road, P.O. Behala, P.S. Behala, Kolkata - 700034; (3) **SRI SANJOY ROY, (PAN- ANCPR6732M, Aadhaar No. 2747 5607 7839)**, son of Gopal Chandra Roy, by Nationality - Indian, by Faith - Hindu , by Occupation - Business, residing at 12/2A, Thakurtala Road, Barisha, Post Office- Barisha, Police Station- Haridevpur, Kolkata- 700008 and their heirs, executors, administrators.

III. THE PREMISES : shall mean the of Municipal Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034 within the jurisdiction of The Kolkata Municipal Corporation (S. S .Unit) under ward No.128.

IV. BUILDING PLAN : shall mean and include all the drawings, specifications for construction, maps or plan which is to be drawn by a competent Architect and as shall be sanctioned in the name of the First Party by the The Kolkata Municipal Corporation and/or other relevant authority for the Development and construction of a building consisting of several flats on the said premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034 and/or modification thereto made or caused by the Second party in the name of the owner duly signed by the First Part or his duly authorized agents or Attorney.

V. ARCHITECT/LBS : shall mean a qualified Architect/LBS who shall be appointed by the Second Party for the purpose or preparation of plan and for Development of the premises as shall be appointed from time to time by the Second Party having requisite qualification and experience required under the relevant laws/rules to act as an Architect.

VI. BUILDING : shall mean the proposed G+ three storied building to be constructed on the said land in accordance with the sanctioned building plan consisting of several ownership flats to be constructed on the said scheduled premises as per sanctioned plan sanctioned by The Kolkata Municipal Corporation and as per drawings and specifications of constructions more fully described in the Fourth Schedule hereunder.

VII. OWNER'S ALLOCATION : shall mean the construction portion within the proposed new building according to sanctioned building plan as per the following manner:

- i) Baidya Nath Das shall get one self contained residential Flat, measuring 430 sq. ft. more or less being the built-up area, on the First Floor, Eastern side, on the backside of the G + III storied building together with the undivided proportionate share and interest in the land along with rights to use the common areas and facilities of the said premises being the Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034;
- ii) Tarak Nath Das shall get one self contained residential Flat, measuring 650 sq. ft. more or less being the built-up area, on the First Floor, Western side, of the G + III storied building together with the undivided proportionate share and interest in the land along with rights to use the common areas and facilities of the said premises being the Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034;
- iii) Shambhu Nath Das shall get one self contained residential Flat, measuring 650 sq. ft. more or less being the built-up area, on the

Second Floor, Eastern side, on the backside of the G + III storied building together with the undivided proportionate share and interest in the land along with rights to use the common areas and facilities of the said premises being the Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034

- iv) Sephali Das shall get one self contained residential Flat, measuring 750 sq. ft. more or less being the built-up area, on the Second Floor, Western side, on the frontside of the G + III storied building together with the undivided proportionate share and interest in the land along with rights to use the common areas and facilities of the said premises being the Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034 morefully detailed in the **SECOND SCHEDULE** herein below.

No owner shall gain absolute ownership of the said flats allotted to them by the Developer described hereinbefore and only after execution and registration of Partition Deed among all the four owners they will become absolute owners of their respective flats.

VIII. DEVELOPER'S ALLOCATION: Shall mean the rest and remaining construction area of the proposed new G+ three storied building in the premises excluding the First Party / Owner's Allocation in the **THIRD SCHEDULE** herein below. The said rest and remaining area means several flat or flats garages, car parking spaces and other spaces and proportionate share of common spaces, places, stair cases but excluding roof right and common spaces and the Second Party shall have the right to sell, mortgage lease out and/ or rent out the same in whole or in part together with undivided proportionate share of land at the said Municipal Premises No. 132, Dr. A.K. Paul Road, P.S. Behala now Parnasree, Kolkata- 700 034, within the jurisdiction of The Kolkata Municipal Corporation (S. S .Unit) under ward No. 128, more fully described in the **THIRD SCHEDULE** hereunder written with right to enter into Agreement for sale of flat or flats ,

garages, car parking spaces together with undivided proportionate share of land with right on common areas and places to the any intending flat buyers and at the choice of the second party and to take advances and total consideration from them without any objection or interruption from the First Party with sole financial liability and shall not deliver possession to the intending purchaser without delivery of the owner's lot to the owner . The Second Party can entered into an Agreement for sale out of Developer's lot after obtaining sanction plan on payment of amount to owner and after getting possession.

IX. SALEABLE AREA : shall mean the Flats, and / or spaces at the premises which are available for independent use and occupation of the transferees / Purchasers together with the undivided proportionate share in the land areas of the building and the common areas provisions utilities and facilities attached therein required for such independent user.

X. COMMON AREAS AND FACILITIES : Shall mean unless the context otherwise require entrance, corridors all ways paths, stair ways, stair case and its landing .common lavatories, over head and underground tank, septic tank, roof of the building . boundary wall, water pump motors and other facilities which may be used and enjoyed in common by all the occupants or flat/unit/space of the building as required for the , maintenance and/or management of facilities of the building.

XI. COMMON EXPENSES : Shall mean unless the context otherwise require all the expenses, ground rents property maintenance charges, dues and outgoings and all other common expenses in respect of the Flats as may be determined jointly by the First Part) and Second Party until an Association is formed by the transferees/ Purchasers of the said flats in the building to be constructed thereon.

XII. ADVOCATE : shall mean SRI ANIRBAN SAHA, Advocate approved by the Second Party for that project.

XIII. TRANSFER: means giving by a registered Deed of Conveyance/s executed by the First Party/Owner or by any other person/s duly authorized by him lawfully and legally.

XIV. TRANSFEREE/ PURCHASER : Shall mean the person, firm, limited company association of persons or any other legal body to whom any flat, garage, car parking space in the building to be constructed thereon will be transferred.

XV. COMMENCEMENT : Commencement of work of construction with effect from the date on which vacant possession of the said schedule property is handed over.

XVI. SHIFTING : That the Developer shall arrange for all the three owners i.e. Sri Baidya Nath Das, Sri Tarak Nath Das and Sri Shambhu Nath Das a rented accommodation (to be procured by the Developer) and take the entire responsibility of paying such monthly rent of Rs 6,000/- (Rupees Six Thousand only) per month to each of the owners per month regularly till the Owner's allocation is delivered to them for due occupation. If the Developer fails and/or delays in payment of shifting money, the owners may serve notice upon the Developers and take appropriate legal steps.

XV. (a) Words imparting singular shall include plural and vice versa.

(b) Words imparting masculine gender shall include feminine and neuter gender, and similarly words imparting neuter gender shall include masculine and feminine genders.

ARTICLE - II

TITLE AND DECLARATION

1. The First Party hereby declares that they have good and absolute right title and interest in the said premises mentioned in the First Schedule below without any claim of any right title or interest of any person or persons adversely against him. The Second Party is free and at liberty to make such

investigations with regard to the title of the First Party and has satisfied himself with the right title and interest of the First Party.

2. That the Second Party / Developer herein shall be liable to construct a G+ III storied building on the said land at the said premises with all common amenities and facilities there to as per specification out of his fund and responsibilities.

3. The First Party hereby undertake and assure that the Second Party will be entitled to construct and complete the G+ III Storied building after Demolition of the whole existing Structure with all responsibilities and benefits as agreed by and between the parties and the Second Party will be further entitled to transfer by way of sale or otherwise as the absolute owner of the Second Party's allocation entire in one lot or in several lots with undivided proportionate share in the land of the said premises without any interference of or from the First Party or any other person or persons claiming through under or in trust for the First Party. Be it mentioned here that the salvage of the existing structure which will be demolished will be solely of the Developer. For the purpose of soil testing the Developer shall have the right to demolish portion of the roof of the existing structure.

ARTICLE - III

POWER OF ATTORNEY

The First Party shall grant to the Second Party or his legal heirs such registered Development Power of Attorney as may be required for the purpose of obtaining Building sanction plan and all necessary permissions and approvals from the different authorities in connection with construction of the proposed building and electricity and water supply connections and for the purpose of to execute Agreement for sale, Deed of Conveyance, lease, Gift, mortgage etc. for sale, or any kind of transfer of the flat or flats garages, car parking spaces out of the Developer allocation of the said building including proportionate share of land except the owner's allocation of the building to any intending purchaser or settled terms for sale at any price and

be taking earnest money or full payment of consideration without involving any financial liability of the owners on any account whatsoever after obtaining sanctioned building plan on payment of money to the owners after taking possession of the existing structure .

ARTICLE-IV

(Owners' Obligations)

1. With the execution of this Agreement, the Owners shall hand over the all original relevant documents in respect of said property to the Developer for making out marketable title.

2. The Owners has agreed to make over possession of the said land to the Developer within 1 (One) Month from the execution of this agreement, subject to the terms and conditions herein contained. If the Owner fails to handover the possession of the said land to the Developer in due time the Developer shall have the right to institute civil and criminal proceedings against the owners in the competent Court having jurisdiction.

3. Subject to the proceeding clause, the Owners shall grant permission to the Developer to construct erect and complete the proposed building on the said land including Owners' allocation thereto at the entire cost and responsibilities of the Developer strictly according to sanctioned plan as agreed, for which the Owners shall give to the Developer a registered Development Power of Attorney. The Developer shall be solely liable for any construction either permanent or temporary nature in deviation of the said sanctioned building plan.

4. Simultaneously with the execution of these presents, the Owners shall execute a Development Power of Attorney in respect of the construction of the said building in favour of the Developer conferring Power into him and to represent the Owners and to obtain the requisite sanction plan and all necessary permission and sanction from different appropriate authorities including KMC from time to time in connection with the construction of the proposed building and to represent them for all acts and performances

relating to the execution of the said work which shall include power to make arrangement for agreement for sale from the Developer's allocation with the intending buyer/s who would be bonafide and respectable and the Developer shall take consideration money from the said intending buyer/s for which the Owners shall co-operate with the intending buyeris for showing in original documents if he/she/they shall take house loan for purchasing the flats , car parking/shop spaces, if any in the said premises.

5. After submitting the building plan before the Municipal Authorities, for obtaining the sanction, all the original documents of the said property will remain in the custody and possession of the Developer till completion of the building for the purpose of sanction plan and thereafter will hand over all the original deed/s of the said property to the Owners and further all attested copies of the said property will remain in the custody of the Developer for inspection by the intending purchasers and the Owners shall not deny and/or refuse and/or trouble in any manner whatsoever. The Developer in due discharge shall grant acknowledgment of receipt and the developer shall deliver certified copy of original deeds to the Owners at Developers' cost, and in respect of such original documents so entrusted and return such document at earliest and shall duly indemnify the Owners in the event of any loss or misplacement or otherwise of the aforesaid documents.

ARTICLE-V

(Owners' Right and Representation)

1. The Owners are absolutely seized and possessed of and/or well and sufficiently entitled to the land and structure as specifically mentioned in the Schedule - A hereunder written.
2. None other than the Owners have any claim right, title and /or demand over and in respect of the said land and /or any portion thereof.

3. The said land is free from all encumbrances, charges, liens, lispendences, trusts, attachments acquisitions/requisitions, any litigations etc. whatsoever and howsoever.
4. The said land is not affected by provisions of the Urban Land (Ceiling & Regulations) Act. 1976.
5. The Owners' allocation would exclusively belong to the Owners which they would be at liberty to use, occupy and enjoy and/or to dispose of according to their will and choice and the Developer shall not create any problem in that respect, in any manner whatsoever.
6. The Owners shall duly join in conveyances/agreements relating to sale of Developers' allocation, if required.

ARTICLE-VI

(Developer's Obligations & Representation)

1. After execution of this agreement the Developer shall cause searches to make out the marketable title of the Owners of their land and after making out the good and marketable title to the said property the Developer shall forthwith intimate such fact to the Owners who shall handover vacant khas possession to the Developer within one month from the date of execution of this Agreement and the Developer shall prepare and/or cause to prepare the building plan by his Architect or Engineer or L.B.S. in accordance with law and shall submit such plan for sanction before the Kolkata Municipal Corporation and in that connection the Owners will sign the proposed building plan, if required, all applications, declarations as required by the Developer for obtaining and/or taking and/or collecting the sanction plan from the KMC. The Developer shall construct the building in accordance with these presents by virtue of registered General Power of Attorney.

2. The proposed building plan will be approved and sanctioned by K.M.C. and if any amendment, modification, fresh plan is required to be made in the said building plan, the same shall be done by the Developer at their own costs and expenses for and on behalf of the Owners and the Developer will pay and bear all fees, including Architect's fees, all Municipal fees, charges and expenses required to be paid or deposited in that respect, and the Owners would not be liable thereof.
3. The Developer shall construct and complete the said building as per sanctioned plan and specification and hand over the possession of the self contained flats and car parking space, commercial spaces, if any to the Owners as per Owners' allocation complete in all respect within the time frame as agreed upon in these presents and the Owners' shall not be responsible and/or liable for any incident or accident which may occur in the said premises due to its constructional activities and or faulty design and/or any other anomaly or defect or default whatsoever and the Developer shall be liable and shall keep the Owners fully indemnified at all times against any loss or damages which may be caused to the Owners or any one else due to any accident during construction and the Developer hereby gives an undertaking to this effect.
4. Nothing in presents shall be construed as a demise or assignment or conveyance in law by the Owners of the said land or ally part thereof to the Developer or creating any right, title or interest in respect thereof of the Developer other than an exclusive permission to the Developer to develop the said premises in terms hereof by constructing a building on the said land and to deal with the Developers' allocation in the building in the manner stated for which separate Agreement would be executed.
5. The Developer and the Owners if required shall have the exclusive right to execute, sign sale deeds in favour of the intending

Purchaser/s to be procured fund by the Developer and place for registration all such deeds and the Owners shall execute appropriate development & Power of Attorney in favour of the Developer for right of construction of the proposed building and to sell their allocation i.e. developer's allocation to any intending buyer/s after taking full consideration price by the Developer.

6. The Developer shall be entitled to enter into Agreement with intending buyer/buyers for booking of flat/flats together with proportionate undivided share of land from Developer's allocation only in the proposed building and shall be entitled to receive earnest money to be paid by the intending buyer/buyers/Purchaser/s and both parties shall execute and place for registration the deeds in favour of intending Purchaser/s.
7. The time as mentioned for completion of the project shall always deemed to be treated as the essence of this contract and save any force majeure recorded herein.

ARTICLE-VII

(PROCEDURE)

1. The First Party has appointed the Second Party as the Developer of the said premises and the Second Party has accepted such appointment on the terms and conditions hereunder contained.

The Second Party hereby agrees to pay Rs. 6000/- per month to each of the three owners i.e. Sri Baidya Nath Das, Sri Tarak Nath Das and Sri Shambhu Nath Das, throughout the period of construction from the date of taking possession and the Second Party hereby has further agreed to continue to pay the said charges to the Owner till completion and handover of the owner's allocation. No Completion Certificate will be provided.

The development of the Premises shall be in the following manner :-

a) Simultaneously with the execution hereof, the First Party shall hand over to the Second Party all original title deeds, Corporation papers and other title related papers and documents relating to the said premises.

b) Simultaneously with the execution hereof, the Second Party, as attorney of the First Party, at his own costs and expenses and for an on behalf of the First party, shall cause the plans of the said building to be prepared and deposit the same before sanctioning authority or authorities for the approval and or sanction of the same and got the plans approved and/or sanctioned along with other permissions, clearances or approvals for the said development without any financial liability from the side of the owner.

c) All applications, plan or plans, papers, declaration and documents requires to be deposited or submitted by the Second Party for the approval and or sanction of the plan or plans and or for the development of the project shall be prepared by the Second Party at his own costs and expenses and submit or deposit the same, in the name of the First Party. The Second Party shall also bear all costs and expenses and make deposits for the sanction of the plan or plans for the construction of the said building to be constructed at the said premises.

d) At any time after the execution of this Agreement, the Second Party shall have the right and shall be entitled to enter into the said premises and to do all preparatory works, as may be necessary for the project with prior intimation to the owner.

e) That the owners shall give free access for actual measurement, soil test, boundary declaration for the purpose of Sanction of Building plan.

f) **SUBJECT TO** : force major and reasons beyond the control of the Second Party, the Second Party shall constructed and complete the proposed Building of the said project at his own costs and expenses and deliver vacant and peaceful possession of the unit comprised in the First Party 's Allocation to the First Party in habitable condition as per the particulars mentioned in the

"SECOND SCHEDULE" hereunder written within a period of 24 (Twenty Four) months from the date of sanction of the proposed building .

g) The Second Party shall construct the said building in the manner as be permissible under the building Regulations and By-Laws of the Kolkata Municipal Corporation and in conformity with the Plans.

ARTICLE : VIII

POSSESSION AND CONSTRUCTION

1. It has been agreed by and between the First Party and the Second Party that the Second Party will construct, erect and complete the proposed G+III storied building in the said premises and that the Second Party shall have the entire responsibility of construction of the said building and the First Party shall have no responsibility regarding construction of the said building.

2. From the date of delivery of possession of the First Party's allocation and till separate assessment by The Kolkata Municipal Corporation, First Party shall contribute proportionately the taxes and other statutory outgoings on the said premises.

3. The Second Party agrees to complete the construction of the building and properly finish the same within a period of 24 (Twenty Four) months from the date of sanction of the proposed building. In case the Second party failed to do so, then in such event the stipulated time may be extended by mutual understanding or the First party can file both civil and criminal suits against the Developer.

4. The Developer shall be exclusively entitled to the remaining portion excluding Owners' allocation in the proposed building with the right to execute Agreement for Sale and Deed of Sale or otherwise and deal with the same.

ARTICLE - IX

(BUILDING)

1. The Developers shall at their own costs and expenses construct, erect and complete the building on the said land within 24 (Twenty Four) months from the date of obtaining sanction building plan, issued by the Kolkata Municipal Corporation or physical possession of land, whichever ever is later. The Developer shall construct the said building at its own costs and expenses together with its pump overhead reservoirs, electrifications, and one main permanent electric connection from C.E.S.C. for common sue and until getting electric connection is obtained, temporary electric connection shall be provided and other necessary facilities as are required shall be provided in the said building having self-contained apartments thereto by the Developer.

2. 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 allocation of for cement steel bricks and other building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electric power, drainage, sewerage to the said building and other inputs and facilities required for the construction of the building for which purpose the Owners shall execute in favour of the Developer a registered Development Power of Attorney of other authorities as shall be required by the Developer from time to time. The Developer shall strictly conform to the ambit of the Authority conferred and the Owners would not be held responsible of any financial liability and/or any illegal and wrongful act is committed by the Developer in furtherance of the power conferred. The Developer should act diligently, honestly and with integrity and the Developer shall bear all cost for demolishing the existing structure and also to sell the same to any one and/or others.

3. The Developer shall at their/his own costs and expenses and without creating any financial or other liability of the Owners, constructed and complete the said building including the Owners' allocation.

4. All costs, charges and expenses including Municipal fees of the entire premises until handing over possession shall be discharged by the Developer and the Owners shall bear no responsibility in this context.
5. The Developer shall prepare KMC building plan for construction of building on the said property and to sign on behalf of the owners in the said KMC building plan or plans and all other papers and documents declaration etc. as would be necessary for obtaining sanction of the building plan or any revisions plan or fresh plan thereof from the Kolkata Municipal Corporation and to apply for and to collect and receive such Plan/s after sanction from the said Municipal Authority.

ARTICLE - X

COMMON FACILITIES

1. The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the Developers' allocation and Owners' allocation accrued due on and from the date of handing over the said land and structure and/or premises to the Developer, till completion of construction vis-a-vis possession of the respective flats to the Owners and the intending purchaser/s.
2. As soon as the building is completed as per law, the Developer shall give written notice by Regd. post with A/D to the Owners to take possession of the Owners' allocation in the building and after 30 days from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for their respective shares of flats payment of Municipal and property taxes, rates dues duties and other public outgoings and imposition whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owners' allocation, after such due date.

3. The Developer shall be entitled to put their sign board on the said land stating the name of the Developer, his address and other particulars as may be required, from the date of execution of this Agreement and the Developer shall have right to advertise in leading Newspaper and in any manner whatsoever in the name of the Firm or self for publicity and sale of flats etc.
4. The Developer shall punctually and regularly pay the rates and taxes for the said premises until possession of the Owners' allocations to the concerned authorities. The Developer shall keep the Owners' indemnified against all claims, actions, demands costs, charges and expense and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by the Owners in the event of default by the Developer in this behalf.
5. As and from the date of service of notice/possession letter as aforesaid the Owners shall be responsible to pay and bear all taxes of their allocation share and shall pay of the service charges for the common facilities in the building in respect of the Owners' allocation, and electricity charges of common light as per proportionate share along with other Owners of the said premises. That the charges of maintenance and other outgoings will be paid according the owners/occupiers enjoyed area.
6. The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and/or completion of the said building.

ARTICLE - XI**COMMON RESTRICTIONS**

It has been agreed by and between the parties hereto that the First Party's allocation in the building shall be subject to the same restriction on transfer and use as would be applicable to the Second Party's allocation in the new building intended for the common benefits of all occupiers of the entire completed building which shall include the following:-

1. The First Party and the Second Party or the nominees of the Second Party during the subsistence of this agreement shall not use or permit to use their respective portions in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use the same for any purpose which may cause any nuisance, obstruction or hazard in the property or any part thereof.
2. No party shall demolish or permit to demolish any wall or other structure in their respective portions or any part thereof or make any structural alteration therein and without obtaining necessary permission from the concerned statutory authorities.
3. Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, and/or local bodies and shall be responsible for any violation and/or breach of any of the laws, bye laws rules and regulations in their respective allocations.
4. The respective allottees shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures, floor and ceiling etc. in their respective allocation of the building, in good condition and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein, and shall keep the other indemnified from and against the consequences of any breach.
5. No party or person(s) claiming through any of the parties herein shall keep or store anything in any of the common areas nor shall otherwise cause

any hindrance in any manner whatsoever to the use of the common areas and the common utilities by the Co-owner.

6. No party shall throw or accumulate any filth, rubbish waste or refuse or permit the same to be thrown or accumulated in or around the building or in the compound, corridors or any other portion of the common areas of the building and the premises.

7. In the event of any transfer being made by the parties of their respective allocations, the above conditions shall be made applicable to and binding upon the transferee(s).

ARTICLE - XII

(Owners' Further Obligation)

1. The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the said building on the said plot by the Developer, provided the Developer develops the project in accordance with and in terms of these presents.
2. The Owners hereby agree and covenant with the Developer not to do any act, deed or thing whereby the Developers may be prevented from selling assigning and /or disposing of any of the Developers' allocation provided the Developer acts in terms of the Agreement.
3. The Owners hereby agree and covenant with the Developer not to let out, grant lease, mortgage and/or charge the said land or any portion thereof for any reason whatsoever, during the continuance of this Agreement.
4. The Owners shall sign all necessary papers and documents as may be required for the purpose of construction of Ownership flats and would be necessary for the purpose of construction and for mutation of intending purchasers. The Owners shall liable to pay all common expenses, annual maintenance charges of lift and others expenses as

per proportionate share of their area after taking possession of their shares and/or allocations.

5. The Owners and the Developer have entered into this Agreement purely on the terms as contained under these presents and nothing contained herein shall be deemed to construe between the Developer and the Owners as a joint venture and/or partnership between the parties hereto in any manner nor shall the parties hereto constitute as an association of persons.

6. It is understood that from time to time to facilitate the construction of the building by the Developer various deeds matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specified provisions may not have been mentioned herein, the Owners hereby undertake to do all such lawful acts, deeds matters and things and the Owners also undertake to sign and execute all such lawful acts deeds matters and things if the same do not in way infringe and/or affect the rights of the Owners in respect of the said land and/or the Owners' allocation and for go against the spirits of the Agreement.

7. Any notice required to be given by the Developer shall be deemed to have served on the Owners if delivered by hand and duly acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered cost with acknowledgment due to the Developer.

8. The Developer and the Owners may mutually frame scheme for the management and/or administration of the said building and/or common portion and facilities thereof and this Agreement shall be

revised/amended/modified/declaration etc. at any stage with mutual consent by the both parties.

9. The Owners and the Developer hereby agree to abide by all the rules and regulations of such management/society Association/Organization and hereby give their consent to abide by the same.
10. The name of the building shall be given by the Developer. But in this matter any proposal coming from the Owners shall be considered by the Developer and further the Developer shall have right to take any third party for financial assistance for the said construction work in respect of the said premises at their own risk and the Owners shall have no objection for the same. In any circumstances this agreement can not cancel by the Owners without the consent of the Developer.
11. That no party and/or their legal heirs shall be entitled to terminate this agreement without the consent of the other party in writing. if necessary, the both parties and/or their legal heirs shall revise, amend, modify and rectify agreement on the non-judicial stamp paper/s in respect of the said property at any stage with mutual consent by the both parties, which would be not required for registration.

ARTICLE - XIII

(OWNERS' INDEMNITY)

1. The Owners hereby undertake the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbances by them provided the Developer perform and fulfill all the terms and conditions and obligations herein contained and/or its/their part to be observed and performed.

2. The Owners hereby undertake and indemnify that they are bound to pay all rates and taxes to the Kolkata Municipal Corporation as also pay the revenue taxes before the competent authority in respect said property till registration of this agreement.

ARTICLE - XIV
(DEVELOPERS' INDEMNITY)

1. The Developer hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission or the developer in or released to the construction of the building.
2. The Developer hereby undertake to keep the Owners indemnified against all actions, suits, costs proceedings and claims that may arise out of the developer's actions with regard to the development of the said premises and/or in the manner of construction of the said building and/or any defect therein.

ARTICLE - XV
(FORCE MAJEURE)

1. The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligation was prevented by the existence of the force majeure and shall be suspended. from the obligations during the duration of the force majeure.
2. Force majeure shall mean flood, earth quake, riot, war, storm, tempest civil commotion, strike, lock out and/or local hazardous and any other legal act or acts or commotion beyond the control of the parties hereto.

COMMON RIGHTS AND OBLIGATION OF FIRST PARTY AND SECOND PARTY

AND WHEREAS the terms and conditions which have been agreed to by and between the parties relating to such development verbally are herein recorded in writing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. The First Party agrees to appoint and doth hereby appoint the said Second Party to construct building in the premises written in the First Schedule hereunder and the Second Party doth hereby accepts such appointment to act as developer of the premises. The said appointment is not immutable by the First Party save and except the Second Party must not commit any fault in carrying out the development work in the premises as per the building plan and the Second Party shall not contravene the terms stated herein.
2. Subject to the sanction of the building plan the Second Party shall develop and promote the property of the Municipal Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700034, within the jurisdiction of The Kolkata Municipal Corporation (S.S.Unit) under ward No.128 by constructing building at his own costs, construct erect and complete the building with good and standard sound quality materials as may be specified by the Architects/LBS from time to time. The details of the specification of construction and the materials to be used for such purpose are mentioned and described in the **FIFTH SCHEDULE** hereunder written.
3. The facilities and works mentioned in the **FIFTH SCHEDULE** are the basic needs to make the flats and respective units as modern and habitable. The second party will provide all such amenities at its own cost and expenses. However if the First Party wishes to avail more modern , extra and up-dated facilities , then and in that case he may request the second party in advance at least one month before the commencement of the said work in writing with details of his choice . The Second Party may entertain such request, only if the

First Party pay for such cost of labour charges including cost of materials and marginal profit. Any extra works save and except the facilities given by the Second Party, in the proposed new premises, will incur extra cost.

4. The Second Party shall provide in the said building at his own cost pump, water storage, tank with overhead reservoirs, electric connection other facilities as are required to be provided in residential building having self contained apartments or flats. The cost and expenses for the installation of the Mother Meter from C.E.S.C Ltd. and the cost of the necessary electrical installation for the common areas will be borne by the Second Party. On the other hand the owner shall enjoy the liberties to apply, pursue and deposit the necessary payment toward the C.E.S.C Ltd for his respective C.E.S.C meter, at his own cost and expenses.

All costs charges and expenses for construction including Architects/LBS fees shall be borne by the Second Party and the First Party shall bear no responsibility in this context.

6. All costs, and expenses pertaining to the sanction of the building plan including the payment of requisite fees and other incidental expenses payable to such sanctioning authority shall borne by the Second Party.

7. To enable the Second Party to carry out its obligations, rights authorities, and entitlements under this Agreement the First Party shall simultaneously grant and execute in favour of the Second Party by a Registered Development Power of Attorney which, will be unalterable by the First Party save and except on commission of a default by the Second Party in complying with the terms and conditions of this agreement.

8. All the legal heir of the owner's above named shall also abide by and confirm such power of Attorney in favour of the Second Party as well as terms and condition of this agreement.

9. That it is agreed by and between both the parties hereto that any other terms may be added, deleted and /or excluded, if necessary, after the execution of these presents as agreed by the both parties hereto and the

deed of rectification may be executed between them being the part of these presents, if required, in future.

10. That in the event of death of the Owners herein or any of the partners of Developer herein of this deed of agreement, if god forbidden, then the legal heirs of him respectively will be step in to his shoes in place of the dead person and he would abide by, observed and obey the all terms and condition as mentioned and written herein and would to be liable to execute and register fresh Development Power of Attorney in respect of the said premises in favour of the Developer.

11. That the owners herein and the developer herein have entered in to this agreement purely as a contract and nothing contained herein shall be deemed to construe as partnership between the developers herein and owner herein.

12. The Second Party is hereby empowered by the First Party to apply and obtain on his behalf and in his name the quotas for steel, cement bricks etc. as may be allocated by the respective authorities for the purpose of development of the premises at the cost of the Second Party and further shall be entitled to obtain temporary or permanent connection of electric service line, water, drainage and to obtain other essential services, utilities, required for the Development of the premises and making the same habitable and tenantable but all such costs and values of materials and expenses shall be paid and borne by the Second Party and the First Party will not responsible for the same.

13. The First Party hereby agree and undertake to deliver the vacant possession of the said premises within 1 (One) Month from the execution of this agreement to the Second Party subject to payment shifting charges for the purpose of Development and construction thereon on execution of this agreement without any objection or hindrances

14. The Second Party has agreed to deliver the possession of the owner's allocation of new building within stipulated period of 24 (Twenty Four) months from the date of sanction of the proposed building .

15. On completion of the construction of the entire building the First Party and the Second Party shall punctually and regularly pay maintenance charges for their respective allocation the said rate and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the First Party and the Second Party and both the parties shall keep each other indemnified against all claims actions, demands, costs and charges and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them at the case may be consequent upon a default by the First Party or the Second Party in this behalf.

16. If the said development work and/or the construction work is suspended due to force majeure like natural calamity. Earth quake, strike riot or civil commotion or promulgation of am law etc. which is beyond the control of the Second Party, then in such event the stipulated time as aforesaid, shall be extended for such period as may be mutually agreed between the parties. But the market condition and Second Party's paucity of fund or financial difficulty shall not be considered to be the reasons beyond control of the Second Party.

17. Both First Party and the Second Party shall not use or permit to use their respective allocations in the building or any portion thereof for carrying on any unlawful or illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance hazard to the other occupiers of the said building.

18. The First Party hereby agrees and covenants with the Second Party that he will mutate his own name at his own costs and expenses with the K.M.C. Authority after respective possession of flats in the new building is delivered to the First Party and the Second Party shall co-operate with the First Party in this respect.

19. The Second Party's allocation in the proposed building at the said premises is meant for sale as ownership flats. As such the First Party and the necessary parties shall sign and execute all deeds of conveyances, documents and writings relating to such sale and transfer to the intending purchaser of the said Flats at a price determined by the Second Party without any further demand or charge.

20. The Second Party is at liberty to advertise for sale of the said ownership Flats during the Development/ Construction of the building on the said premises and receive advance or consideration from the intending purchasers on Agreement against sale such flats and proportionate land value.

21. The First Party hereby agrees and covenants with the Second Party not to do any act, deed or thing whereby the Second Party may be prevented from selling, assigning and/ or disposing if any, of the Second Party's Allocation in the building at the property.

22. The First Party shall not let-out grant, sale, lease, mortgage and/or charge the said property or any portion thereof without the consent in writing of the second Party during the period of construction.

23. The First Party hereby agrees and covenants with the Second Party to transfer the undivided proportionate share allocable and attributable to the Second Party's allocation in favour of the Second Party or its nominee or nominees in such part or parts as the Second Party shall required and for the aforesaid purpose shall obtain all necessary approvals, consents and permission after obtaining sanctioned Building plan on getting possession of owners lot.

24. The parties hereto shall do all acts, deeds and things and sign execute transfer and deliver all documents and deeds as may be required by the other to enable the parties to own use, occupy and enjoy the respective areas and the parties hereto shall full and absolute right to deal with or transfer their respective areas in the manner as they respectively think fit and proper.

25. The Second Party shall have no right title and interest whatsoever in the owner's allocation and undivided proportionate share pertaining thereof in common facilities and amenities which shall solely and exclusively belong and continue to belong to the First Party and similarly the First Party shall have not right or claim in respect of the Second Party's Allocation and undivided proportionate share pertaining thereof in common facilities and amenities as herein provided.

26. The Second Party hereby agrees and covenants with the First Party not to do any act, deed or thing whereby the First Party would be prevented from enjoying, selling, assigning, and/or disposing of any of the owner's Allocation in the said new building at the said property.

27. The Second Party shall be entitled to negotiate with prospective buyers and/or purchasers for sale of Flats and other areas of the building allotted to the Second Party's Allocation and also entered into Agreement for sale with the intending purchaser/purchasers and to receive earnest money thereof receives the full consideration amount towards sale of Second Parties' Allocation and appropriate the same and the First Party hereby confirm that the First Party shall have no claim or demand over the said consideration or amounts in future under any circumstances, whatsoever and howsoever.

28. The First Party confirms and undertake, that if so required by the Second Parts the First Party shall join as Confirming party to all Agreements and other documents of transfer that may be entered into by the Second Party for sale and/or otherwise transfer of the Flats in the said building of the Second Party Allocation without raising any objection and claiming any Additional Consideration Money but after approval by his lawyer.

29. In case, any party fails or defaults in carrying out obligations or contravene any of the terms and conditions of this agreement as then and in such event the other party shall without prejudice to their rights states herein be entitled to and or start legal proceeding both criminal and civil against the defaulting party and for Specific Performance of Contract together with right to claim damages and for other reliefs.

30. The First Party shall not stop work, take out this agreement or appointment of the Second Party at any stage during the construction by bringing a suit against the Second Party and all order of injunction so long or there is no actionable deviation from the sanctioned building plan and/ or abandonment of work by Second Party.

31. Alipore Judges Court and Alipore Police Court as the case may be shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE

(SAID PREMISES)

ALL THAT piece and parcel of undivided Bastu land measuring an area of about 05 (Five) Cottahs 04 (Four) Chittacks 33 (Thirty Three) sq. ft. more or less together with 100 RTS structure standing thereon along with all easement rights and common facilities in the thereof lying and situate in Monza- Gangarampur, Pargana: Magura, J.L.No. 5 under Collectorate Town No. 9, R.S. No. 188, appertaining to R.S. Khatian No. 108 comprised in R.S. Dag No.42, being the Kolkata Municipal Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700034 and mailing address 217, Dr. A.K.Paul Road , P.S. Behala now Parnasree, Kolkata-700034 together with all easements rights and facilities of the said building /premises within the limits of the Kolkata Municipal Corporation, Ward No.128, District- South 24 Parganas, A..D.S.R. Office at Behala, Road Zone (D.H.Road- Fakirpara Road More) and the said property is butted and bounded by:-

ON THE NORTH : 4 feet wide private passage.

ON THE SOUTH : Land of Biswanath Das and 12 feet wide Road.

ON THE EAST : Others land & building.

ON THE WEST : 12 feet wide K.M.C. Road.

SECOND SCHEDULE

FIRST PARTY'S (OWNERS) ALLOCATION

- i) Baidya Nath Das shall get one self contained residential Flat, measuring 430 sq. ft. more or less being the built-up area, on the First Floor, Eastern side, on the backside of the G+ III storied building together with the undivided proportionate share and interest in the land along with rights to use the common areas and facilities of the said premises being the Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034;
- ii) Tarak Nath Das shall get one self contained residential Flat, measuring 650 sq. ft. more or less being the built-up area, on the First Floor, Western side of the G+ III storied building together with the undivided proportionate share and interest in the land along with rights to use the common areas and facilities of the said premises being the Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034;
- iii) Shambhu Nath Das shall get one self contained residential Flat, measuring 650 sq. ft. more or less being the built-up area, on the Second Floor, Eastern side, on the backside of the G+ III storied building together with the undivided proportionate share and interest in the land along with rights to use the common areas and facilities of the said premises being the Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034;
- iv) Sephali Das shall get one self contained residential Flat, measuring 750 sq. ft. more or less being the built-up area, on the Second Floor, Western side, on the front side of the G+ III storied building together with the undivided proportionate share and interest in the

land along with rights to use the common areas and facilities of the said premises being the Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034.

No owner shall gain absolute ownership of the said flats allotted to them by the Developer described hereinbefore and only after execution and registration of Partition Deed among all the four owners they will become absolute owners of their respective flats.

THIRD SCHEDULE

SECOND PARTY'S (DEVELOPER'S) ALLOCATION

Shall mean the remaining construction of the proposed new building/premises (excluding Owner's allocation, morefully mentioned in the Second Schedule and roof with common spaces) and proportionate share including common spaces, places ,stair cases and the Second Party shall have the exclusive right to sell, mortgage lease out and/ or rent out the same in whole or in part together with proportionate share of land at the Municipal Premises No. 132, Dr. A.K.Paul Road, P.S. Behala now Parnasree, Kolkata-700 034, within the jurisdiction of The Kolkata Municipal Corporation (S. S. Unit), ward No. 128, with right to enter into Agreement for sale , Deed of Conveyance of flats, Car parking Spaces, Spaces with right on common areas and places to the intending flat buyers etc and to take advances an final consideration Money from them without any claim, objection or interruption from the First Party.

FOURTH SCHEDULE

(THE COMMON AREAS)

1 AREAS

- a) Entrance and exits to the premises and the Building
- b) Boundary walls and main gate of the premises.

- c) Stair case, stair head room and lobbies on all the floors.
- d) Roof.
- e) Entrance lobby, electric/utility space, water pump room, if any, Common installations on the roof and in the ground floor and also in each floor.
- f) The open land in the premises, foundation columns, beams, supports, common passage, and boundary walls of the building.

2. WATER PLUMBING AND DRAINAGE

- a) Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit/ or exclusively for the same.
- b) Water supply system of the whole building.
- c) Water pump, underground and over head water reservoirs together with all common plumbing, installations for carriage of water (save only those are within the exclusive area of any unit and/ or exclusively for its use.

3. ELECTRICALS INSTALLATIONS

- a) Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any unit/ or exclusively for its use)
- b) Lighting of common portions.
- c) Electrical installations for receiving electricity from suppliers and meters for recording the supply.
- d) Electric installation for any machinery.
- e) Machineries and accessories, if any.(at extra cost).

4. OTHERS.

- f) Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the Building as are necessary for passage to and or user of the units in common by the Co-owners.

FIFTH SCHEDULE

(SPECIFICATIONS & AMENITIES)

- 1) **Name of the Building :** BARINDRA BHABAN
- 2) **Structure:** R.C.C framed structure with 1st class 8" brick external wall , 3' internal walls and 5' partition walls between flats .
- 3) **Flooring :** Marble floor with skirting for bed room, dining and drawing , kitchen toilet door seal, balcony inch to inch Marble.
- 4) **Kitchen:** Black stone with granite stone 1 inch thick, cooking desk, Steel sink 3 pieces black top stone shelves 2' 6" high glazed tiles dados above cooking desk.
- 5) **Toilet:** 6' high tiles dado above the skirtings with loft.
- 6) **Water plumbing:** Installation of K.M.C. water overhead tank, pump provision would be there for underground reservoir.
- 7) **Sanitary and plumbing :** all the bib cock fitting will be Mark Concealed pipe line with necessary fittings - IEWC white commode with Cover . 2 pvc cistern, 2 Hindustan (1 in dining room 20" and one in bathroom 14") white porcelain basin, 1 Shower , and underground sewerage connection.
- 8) **Electricity:** Concealed wiring with necessary switch boards having three light points , one fan points and 2 (Two) 5 amp plug points for each bed room , three light point and one fan point, one basin point and two 5 amp plug point, one 15 amp plug point of refrigerator , one 5 amp plug point for T.V. for drawing cum dining room, one light point, one exhaust fan point for each toilet one light point of the flat and one 15 amp point for washing machine, one A.C point in any of the bed room of the flat .wire will be fmolex / havel

and switch will be anchor. Loft point one light and one 5amp plug point, Balcony one light point and one 5 amp plug point.

9) **Doors:** Doors and standard make with wood frame with commercial flash door in all rooms , kitchen and toilet P.V.C door . Main door will be made by Wood Frame with commercial flash door.

10) **Windows:** All windows of aluminium sliding with 1/4 square bar iron covering .

11) **Colour:** All wall putty without painting of internal walls , weather coat colour for outer walls , synthetic enamel point on grills.

12) **Extra work:** Any extra work other than our standard specification shall be changed extra as decided by developer's authorized engineer and such amount shall have to be deposited before the execution of the said extra work.

13) **Lift:** Lift facility will be provided in the proposed building.

IN WITNESS WHEREOF the PARTIES hereto have executed these presents on the day, month and year first above written.

SIGN SEALED EXECUTED AND DELIVERED

by the PARTIES at Kolkata In the Presence of :-

WITNESSES :-

- | | |
|---|---------------------|
| 1) Shibani Baral.
Q&B, B. B. Sengupta
Road, Behala,
KOL-34 | 1) Baidya Nath Das. |
| | 2) Tarak Nath Das. |
| | 3) Shambhu Nath Das |
| | 4) Seshali Das |

SIGNATURE OF THE FIRST PARTY

B. D. R. ENTERPRISE OWNERS
 2) Abhinav Ghosh
 Alipore Judges' Court
 KOL-27.
 Samir Kumar Baral.
 Subhas Debnath
 Sanjay Das.

Partner

**SIGNATURE OF THE SECOND PARTY
/DEVELOPER**

Drafted by me :-

Anirban Saha
ANIRBAN SAHA

Advocate

Alipore Judges Court,
 Kolkata -700027.

Enrolment No. F/1138/2016

Thumb 1st Finger Middle Finger Ring Finger Small Finger

PHOTO

Left hand
Right hand

Name :

Signature :

Thumb 1st Finger Middle Finger Ring Finger Small Finger



Left hand
Right hand

Name : BAIDYA NATH DAS.

Signature : Baidya Nath Das.

Thumb 1st Finger Middle Finger Ring Finger Small Finger



Left hand
Right hand

Name : TARAK NATH DAS.

Signature : Tarak Nath Das.

Thumb 1st Finger Middle Finger Ring Finger Small Finger



Left hand
Right hand

Name : SHAMBHU NATH DAS.

Signature : Shambhu Nath Das.

Thumb 1st Finger Middle Finger Ring Finger Small Finger

Left hand					
Right hand					



Name: SMT. SEPHALI DAS

Signature: *Sephali Das*

Thumb 1st Finger Middle Finger Ring Finger Small Finger

Left hand					
Right hand					



Name: SAMIR KUMAR BARAL

Signature: *Samir Kumar Baral*

Thumb 1st Finger Middle Finger Ring Finger Small Finger

Left hand					
Right hand					



Name: SUBHAS DEBNATH

Signature: *Subhas Debnath*

Thumb 1st Finger Middle Finger Ring Finger Small Finger

Left hand					
Right hand					



Name: SANJOY ROY

Signature: *Sanjoy Roy*



✓ **B. D. R. ENTERPRISE**
Samir Kumar Boral
Partner.

✓ **B. D. R. ENTERPRISE**
Subhas Debnath
Partner.

✓ **B. D. R. ENTERPRISE**
Sangar Singh
Partner.



Samir Kumar Baral.



आधार



Government of India



AADHAAR

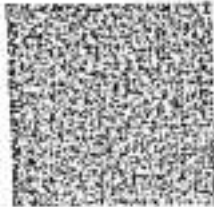
भारत सरकार
Unique Identification Authority of India
Government of India

Enrolment No.: 0632/41219/00057

To
Samir Kumar Baral
28/B
B.B. SENGUPTA ROAD
Behala S.O
Kolkata West Bengal - 700034
9339126110

Download Card: 0632/0033
Generation Date: 21/02/2018

Signature valid



आपका आधार क्रमांक / Your Aadhaar No. :

4961 7336 3378

VID : 9177 6235 6400 2453

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Samir Kumar Baral
Date of Birth/DOB: 31/12/1971
Male/MALE

4961 7336 3378

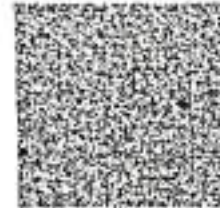
VID : 9177 6235 6400 2453

मेरा आधार, मेरी पहचान



भारतीय-द्वितीय-पहचान-पत्रिका
Unique Identification Authority of India

Address:
28/B, B.B. SENGUPTA ROAD, Behala S.O,
Kolkata,
West Bengal - 700034



4961 7336 3378

VID : 9177 6235 6400 2453

- सूचना
- 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

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- 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.

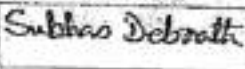
Samir Kumar Baral.

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
AEXPD2856A

नाम / NAME
SUBHAS DEBNATH

पिता का नाम / FATHER'S NAME
JOGESH CHANDRA DEBNATH

जन्म तिथि / DATE OF BIRTH
27-06-1971

हस्ताक्षर / SIGNATURE


अधिकारी का नाम / NAME OF OFFICER
Subhas Debnath
 कमीशनर ऑफ़ इनकम टैक्स, ए.ए. 111
 COMMISSIONER OF INCOME-TAX, W.B. - II

Subhas Debnath

इस कार्ड के लो / फिल होने पर कृपया जारी करने वाले अधिकारी को सूचित / याचना कर दें (संगत आगमन अनुसूची एवं सहायिका)।
 पी. 7,
 चैम्बर्स स्क्वियर,
 कोलकाता - 700 069.

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


भारत सरकार
GOVERNMENT OF INDIA




সুভাষ দেবনাথ
Subhas Debnath
পিতা : যোগেশ চন্দ্র দেবনাথ
Father : JOGESH CHANDRA DEBNATH
জন্ম সাল / Year of Birth : 1971
পুরুষ / Male




4556 0017 2378

আখার - সাধারণ মানুষের অধিকার


Subhas Debnath


ভারতীয় বিনয় পরিচয় প্রাধিকরণ
INDIAN IDENTIFICATION AUTHORITY OF INDIA


<p> ঠিকানা: 583/ন, ডি. এ. কে. পাল রোড, বেহালা এস.ও, কোলকাতা, পশ্চিমবঙ্গ, 700034 </p>	<p> Address: 583/n, DR, A.K. PAL ROAD, Behala S.O, Behala, Kolkata, West Bengal, 700034 </p>
---	---




1947
1800 180 1947



help@uidai.gov.in



www.uidai.gov.in



P.O. Box No. 1947,
Bengaluru-560 001



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- सुरक्षित QR कोड/ऑफलाइन XML/ ऑनलाइन ऑथेंटिकेशन से पहचान प्रमाणित करें।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code / Offline XML / Online Authentication.

- आधार देश भर में मान्य है।
- आधार कई सरकारी और गैर सरकारी सेवाओं को पाना आसान बनाता है।
- आधार में मोबाइल नंबर और ईमेल ID अपडेट रखें।
- आधार को अपने स्मार्ट फोन पर रखें, mAadhaar App के साथ।
- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.

भारत सरकार
Government of India



आधार पहचान प्राधिकरण
Unique Identification Authority of India

Enrollment No.: 2734/51831/01392

To
Sanjoy Roy
12/2-A, THAKURTALA ROAD,
VTC, Purba Barisha,
PO Barisha,
District: South Twenty Four Parganas,
State: West Bengal,
PIN Code: 700008,
Mobile: 9804220400

192036853



ME926368537FH



आपका आधार क्रमांक / Your Aadhaar No. ;

2747 5607 7839

मेरा आधार, मेरी पहचान

भारत सरकार
Government of India



Sanjoy Roy
DOB : 05/11/1974
Male



22/06/2013

2747 5607 7839

मेरा आधार, मेरी पहचान



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India



Address: 12/2-A, THAKURTALA
ROAD, Purba Barisha, South Twenty
Four Parganas, West Bengal, 700008



2747 5607 7839



1947



help@uidai.gov.in



www.uidai.gov.in

Sanjoy Roy

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी खाता संख्या
Permanent Account Number Code
ANCPR5732M

नाम / Name
SANJOY ROY

पिता का नाम / Father's Name
GOPAL CHANDRA ROY

पता / Address
05/1/1974

Sanjoy Roy
Signature



Sanjoy Roy

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

BAIDYANATH DAS
BARINDRA CHANDRA DAS
08109/1952
Permanent Account Number
AORPD6764R



Baidyanath Das
Signature

Baidyanath Das

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

यदि कार्ड के खोने/पहने पर कृपया सूचित करें/वापस करें :
आयकर पैन सेवा यूनिट, ए.टी.एस.आई.,
प्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर,
नवी मुंबई-400 614



ভারত সরকার

Government of India

তালিকাভুক্তির আই ডি/Enrollment No.: 1040/19893/16253

To
বৈদ্য নাথ দাস
Baidya Nath Das
217 DR. A.K.PAUL ROAD
Behala S.O
Behala Kolkata
West Bengal 700034



আপনার সংখ্যা/Your No. :

8960 2379 5159

স্বাক্ষর - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



বৈদ্য নাথ দাস
Baidya Nath Das
পিতা : বরিন্দ্র চন্দ্র দাস
Father : BARINDRA CHANDRA DAS
জন্ম বর্ষ / Year of Birth : 1952
পুরুষ / Male



8960 2379 5159

স্বাক্ষর - সাধারণ মানুষের অধিকার

Baidya Nath Das



Tarak Nath Das



ভারতীয় বিশিষ্ট পরিচয় প্রাপ্তিকরণ
ভারত সরকার

Unique Identification Authority of India
Government of India

অনৈকাকৃতিক আই ডি/Enrollment No.: 1040/19970/14865

To
তারক নাথ দাস
Tarak Nath Das
217 DR. A.K.PAUL ROAD
BEHALA Behala S.O
Behala Kolkata
West Bengal 700034



আপনার আধার সংখ্যা/ Your Aadhaar No. :

9578 5926 0249

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



তারক নাথ দাস
Tarak Nath Das
পিতা : বারিন্দ্র চন্দ্র দাস
Father : BARINDRA CHANDRA DAS
জন্ম বর্ষ / Year of Birth : 1963
পুরুষ / Male



9578 5926 0249

আধার - সাধারণ মানুষের অধিকার

Tarak Nath Das

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
SHAMBHU NATH DAS
BARINDRA DAS
11/02/1967
Permanent Account Number
BRMPD9747H
Signature



Shambhu Nath Das



भारत सरकार
GOVERNMENT OF INDIA



शुभु नाथ दास
Shambhu Nath Das
पिता : बरिन्द्र चन्द्र दास
Father : BARINDRA CHANDRA DAS
उप जन्म / Year of Birth : 1970
पुरुष / Male



9494 3826 0610

आधार - साधारण मानुषेअर अधिकार

Shambhu Nath Das



भारतीय पहचान परिचय प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:
117, डा. अ.के. पल रोड,
बेहाला, बेहाला एस.ओ., कोलकाता,
पश्चिम बंगाल, 700034

Address:
217, DR. A.K.PAUL ROAD,
BEHALA, Behala S.O.,
Behala, Kolkata, West
Bengal, 700034

1927
1800 180 1927

1927
1800 180 1927

1927
1800 180 1927

1927
1800 180 1927



आधार

भारत सरकार
Government of India

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Enrollment No. : 2730/00689/62419

To
Anirban Saha

248/1,
UNIQUE PARK,
BEHALA,
VTC: Behala S.O.,
District: Kolkata,
State: West Bengal, PIN Code: 700034,
Mobile: 7003103643

64937248



KFG4937248F1



आपका आधार क्रमांक / Your Aadhaar No. :

4086 2343 0298

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Anirban Saha
DOB: 11/11/1992
Male

4086 2343 0298

मेरा आधार, मेरी पहचान

Anirban Saha




भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
 Unique Identification Authority of India
Government of India

Enrolment No.: 0661/10368/00463

To
 Sephali Das
 19
 BIDHAN COLONY
 EAST SITHI
 South Dum Dum (M)
 Ghughudanga
 North 24 Parganas West Bengal - 700030
 7890896814

Download Date: 15/08/2014

Generation Date: 25/08/2014





आपका आधार क्रमांक / Your Aadhaar No. :
8044 6918 3048
 VID : 9139 9121 1554 2536
मेरा आधार, मेरी पहचान


 भारत सरकार
 Government of India


 Sephali Das
 Date of Birth/DOB: 12/11/1970
 Female/FEMALE



8044 6918 3048
 VID : 9139 9121 1554 2536
मेरा आधार, मेरी पहचान


सूचना

- 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।


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- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
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 भारतीय विशिष्ट पहचान प्राधिकरण
 Unique Identification Authority of India

Address:
 19, BIDHAN COLONY, EAST SITHI, South
 Dum Dum (M), North 24 Parganas,
 West Bengal - 700030



8044 6918 3048
 VID : 9139 9121 1554 2536

Sephali Das


आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SEPHALI DAS
BARINDRA CHANDRA DAS

12/11/1970
Permanent Account Number
BSRPD2296B

Sephali Das
Signature



Sephali Das





Government of West Bengal
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	2000758284/2022	Office where deed will be registered
Query Date	09/03/2022 9:18:48 AM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Debsankar Roy Alipore Judges Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9831521387, Status : Advocate	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]	
Set Forth value	Market Value	
	Rs. 67,51,663/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E)	
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

Land Details :

District: South 24-Parganas, P.S:- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Dr. Akshay Paul Road, Road Zone : (D H Road – Fakirpara Road more) , Premises No: 132, , Ward No: 128 Pin Code : 700034

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha 4 Chatak 33 Sq Ft		67,24,663/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
Grand Total :				8.7381Dec	0 /-	67,24,663 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	0/-	27,000/-	Structure Type: Structure

Gr. Floor, Area of floor : 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Tiles Shed, Extent of Completion: Complete

Total :	100 sq ft	0 /-	27,000 /-	
---------	-----------	------	-----------	--

AS-1 of 4

and Lord Details :

	Name & address	Status	Execution Admission Details :
1	Mr Baidya Nath Das Son of Late Barindra Chandra Das,217, Dr. A.K. Paul Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of India, PAN No. AOxxxxxx4R, Aadhaar No.: 89xxxxxxxx5159,Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
2	Mr Tarak Nath Das Son of Late Barindra Chandra Das,217, Dr. A.K. Paul Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. CCxxxxxx3J, Aadhaar No.: 95xxxxxxxx0249,Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
3	Mr Shambhu Nath Das Son of Late Barindra Chandra Das,217, Dr. A.K. Paul Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BRxxxxxx7H, Aadhaar No.: 94xxxxxxxx0610,Status :Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self To be Admitted by: Self
4	Mrs Sephali Das Daughter of Late Barindra Chandra Das,19, Bidhan Colony, East Sithi, South Dumdum, City:- , P.O:- Nabawgunga, P.S:-Noapara, District:-North 24-Parganas, West Bengal, India, PIN:- 700030 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of India, PAN No. BSxxxxxx6B, Aadhaar No.: 80xxxxxxxx3048,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 :
1	BDR ENTERPRISE (Partnership Firm) ,12/2A, Thakurtala Road, City:- , P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008 PAN No. AAxxxxxx7C, Aadhaar No Not Provided by UIDAIStatus :Organization, Executed by: Representative	Organization	Executed by: Representative

Representative Details :

SI No	Name & Address	Representative of
1	Mr Samir Kumar Baral Son of Sudhir Ranjan Baral28/B, B.B. Sengupta Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AFxxxxxx2Q, Aadhaar No.: 49xxxxxxxx3378	BDR ENTERPRISE (as Partner)



Subhas Debnath Son of Jogesh Chandra Debnath 583/N, Dr. A.K. Paul Road, City:- , P.O:- Behala, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700034 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. AExxxxxx6A , Aadhaar No.: 45xxxxxxxx2378	BDR ENTERPRISE (as Partner)
Mr Sanjoy Roy Son of Gopal Chandra Roy 12/2A, Thakurtala Road, Purba Barisha, City:- , 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. ANxxxxxx2M , Aadhaar No.: 27xxxxxxxx7839	BDR ENTERPRISE (as Partner)

Identifier Details :

Name & address
Mr Anirban Saha Son of Mr S Saha Alipore Judges Court, City:- , P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027, Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, Identifier Of Mr Baidya Nath Das, Mr Tarak Nath Das, Mr Shambhu Nath Das, Mrs Sephali Das, Mr Samir Kumar Baral, Mr Subhas Debnath, Mr Sanjoy Roy

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Baidya Nath Das	BDR ENTERPRISE-2.18453 Dec
2	Mr Tarak Nath Das	BDR ENTERPRISE-2.18453 Dec
3	Mr Shambhu Nath Das	BDR ENTERPRISE-2.18453 Dec
4	Mrs Sephali Das	BDR ENTERPRISE-2.18453 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mr Baidya Nath Das	BDR ENTERPRISE-25 Sq Ft
2	Mr Tarak Nath Das	BDR ENTERPRISE-25 Sq Ft
3	Mr Shambhu Nath Das	BDR ENTERPRISE-25 Sq Ft
4	Mrs Sephali Das	BDR ENTERPRISE-25 Sq Ft

Note:

1. If the given information are found incorrect, then the assessment made stands invalid.
2. Query is valid for 30 days (i.e. upto 08-04-2022) for e-Payment . Assessed market value & Query is valid for 30 days.(i.e. upto 08-04-2022)
3. Standard User charge of Rs. 240/-(Rupees Two hundred forty) only includes all taxes per document upto 17 (seventeen) pages and Rs 7/- (Rupees seven) only for each additional page will be applicable.
4. e-Payment of Stamp Duty and Registration Fees can be made if Stamp Duty or Registration Fees payable is more than Rs. 5000/-.
5. e-Payment is compulsory if Stamp Duty payable is more than Rs.10,000/- or Registration Fees payable is more than 5,000/- or both w.e.f 2nd May 2017.
6. Web-based e-Assessment report is provisional one and subjected to final verification by the concerned Registering Officer.
7. Quoting of PAN of Seller and Buyer is a must when the market value of the property exceeds Rs. 10 lac (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she 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 Slip 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.

This eAssessment Slip can be used for registration of respective deed in any of the following offices:
D.S.R. - I SOUTH 24-PARGANAS, D.S.R. - II SOUTH 24-PARGANAS, D.S.R. - III SOUTH 24-PARGANAS, D.S.R. - IV SOUTH 24-PARGANAS, A.D.S.R. BEHALA, D.S.R. - V SOUTH 24-PARGANAS, A.R.A. - I KOLKATA, A.R.A. - II KOLKATA, A.R.A. - III KOLKATA, A.R.A. - IV KOLKATA



Query No: 2030219229A of 2022, Printed On: Mar. 5 2022, 9:18AM, Generated from wregistration.gov.in

AS-408



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

GRN Details

GRN:	192021220204342538	Payment Mode:	Online Payment (SBI Epay)
GRN Date:	13/03/2022 10:31:18	Bank/Gateway:	SBICPay Payment Gateway
BRN:	5019221845922	BRN Date:	13/03/2022 10:03:41
Gateway Ref ID:	207210416944	Method:	State Bank of India UPI
Payment Status:	Successful	Payment Ref. No:	2000758284/5/2022 [Query No*/Query Year]

Depositor Details

Depositor's Name:	SAMAR KUMAR BARAL
Address:	28/B, B.B. SENGUPTA ROAD KOLKATA- 700034
Mobile:	9674576572
Depositor Status:	Others
Query No:	2000758284
Applicant's Name:	Mr Debsankar Roy
Identification No:	2000758284/5/2022
Remarks:	Sale, Development Agreement or Construction agreement Payment No 5

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000758284/5/2022	Property Registration- Stamp duty	0030-02-103-003-02	9920
2	2000758284/5/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
			Total	9941

IN WORDS: NINE THOUSAND NINE HUNDRED FORTY ONE ONLY.

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A.D.S.R. Behala
14 MAR 2022
Dist.- South 24 Pgs.