

8194/19

I-7488/19



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

S 465348

Condition that the documents in enclosure is a specialisation his signature sheet/s and the documents and cases attached with this certificate are the part of this document

LS

A. S. D. P. S. Sub-Registrar
Kolkata, West Bengal

27 DEC 2019

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT made this 26th day of DECEMBER.
Two Thousand Nineteen (2019);

BETWEEN

Asias
Gardes

26.12.19
18:50
18051000248803/19


6-50 PM
v.2-1737


19 DEC 2019


Sl. No. 1566 Dt. Rupees 1000/-
Annapurna Trust
Address: 20, Hindythan Park
P.O. P.S.
Vendor: Jay Kolkata-29.

Jayanta Dey
ALIPORE POLICE COURT
Kolkata-27

19 DEC 2019

- *Buddhadev Biswas*
 5268

ANNAPURNA TRUST
- *Buddhadev Biswas*
Buddhadev Biswas
Trustee & Secretary
 5269

ANNAPURNA TRUST
- *Abanina Mishrajee (Orish)*
Trustee/Beneficiary
 5270

R. S. CONSTRUCTION
- *Devendra Raha*
Proprietor



Addl. Dist. Sub-Registrar
Alipore
26 DEC 2019
South 24 Parganas
Kolkata-700027

Pratik D.
Slobate H. D.
di perapalce Court
Kolkata-700027
Lec. cl. H.
(9239167495)

(2)

THE ANNAPURNA TRUST, having **pan No. AAEEAA0584A** a Hindu Trust, registered of A.D.SD.R Alipore, Book no. IV, C.D. Volume -4, pages 4414 to 4472 Being No. 01642 dated 29th day of June, Two Thousand Ten (29.06.2010) situated at 20, Hindusdthan Park, Kolkata-700029 udder the Municipal ward No. 086, P.S. Gariahat now Rabindra Sarabar, P.O. Sarat Bose Road, Represented by its Office bearer with Executive Rights and Privileges of the Trust under the Capacity of the Trustee cum Secretary of the **TRUST SRI**

BUDDHADEV BISWAS, PAN AHEPB7098N, AADHAAR NO. 6445 7355 0083 Mob No. 9804808567, son of Late Satyedra Nath Biswas, by faith Hindu, Indian, by Occupation Management Consultant, residing at 22A, South End Park, P.O. Sarat Bose Road, P.S. Lake 2. Kolkata-700029.

MRS. ABARNA MUKHERJEE (GHOSH) PAN BAUPG3296F AADHAAR NO. 2186 1768 2009, w/o Sri Pinaki Mukherjee, by faith Hindu, Indian, by Occupation-Housewife, residing at 20, Hindusdthan Park, Kolkata-700029 udder the Municipal ward No. 086, P.S. Gariahat now Rabindra Sarabar, P.O. Sarat Bose Road, Trustee and beneficiary of ANNAPURNA TRUST, hereinafter called and referred to as the LANDLORDS and the absolute owner in possession of the partitioned land with partly constructed shed which is the separated part and portion of 20, Hindusthan Park, Kolkata-700029 presently partitioned vide Deed of Memorandum of Partition Dated 8th December, 2017 mutated and under newly allotted being No. 20/1, Hindusthan

Yasho. Biswas

(3)

Park, Police Station Gariahat, Kolkata-700029, (which expression shall excluded by r repugnant to the subject or to the context be deemed to mean and include their heirs and successors, executors, administrators, representatives, beneficiaries, trustees and/or assigns) of the **ONE PART:**

AMD

M/S. R.S. CONSTRUCTION, (PAN: AKZPS9689Q) a Proprietorship Firm engaged in the field of property Developer/builders, Contractor situated at 97/C, Taltala Lane, Kolkata-700014, under P.S. Taltala, P.O. Entally, represented by **SRI RADHESHYAM SAHA, (PAN : AKZPS9689Q)** Aadhaar No. 611374514728 Mob. 9073183112, son of **Late Hari Pada Saha**, years, by faith Hindu, Indian, residing at **2/H/2, Taltala Lane, P.O. Entally, P.S. Taltala, Kolkata-700014,** and accordingly a resolution was adopted at the board meeting of the trustees unanimously on 12th July, 2017 whereby M/S. R.S. Construction was appointed as Dev eloper/Promoter of the aforesaid vacant plot of land partly shed under used for existing restaurant and existing garage and the respective firm has been entrusted for the construction of a building under Joint Venture Agreement under

Signature
R. Biswas

terms of settlement (hereinafter called and referred to as the **DEVELOPER /BUILDER** which expression shall excluded by or repugnant to the subject or to the context be deemed to mean and include their heirs and successors, executors, administrators, representatives, beneficiaries, trustees and /or assigns) of the **OTHER PART.**

WHEREAS Late Kamal Kumar Ghosh and Sri Amal Kumar Ghosh both sons of Late Digendra Nath Ghosh, by faith - Hindu, became the absolute owners of undivided share of (a) premises No. 20, Hindusthan Park, along with the (b) Premises No. 208, Rash Behari Avenue, both situated at Kolkata - 700029, under the Municipal Ward No. 086, P.S. Gariahat, jointly by virtue of Will and Testaments on 4th day of July, 1958 executed by Jitendra Nath Ghosh, since deceased, the elder brother of Late Digindra Nath Ghosh,

AND WHEREAS the said Testator by his said Will appointed both the sons of Late Digendra Nath Ghosh, his younger brother, the said transferors as the only executors under the Joint Executor to that last Will and Testament and the said Executors to perform their natural duty to transfer the respective two immovable properties situated at (1) 20, Hindusthan Park, Kolkata - 700029, and (2) 208, Rash Behari

Sande
Abhishek

Avenue, Kolkata - 700029, Kolkata Municipal Corporation, Ward No. 086, under Police Station - Gariahat, both measuring 10 Cottahs 8 Chittaks 24 Sq.ft. and 10 Cottahs 9 Chittaks 23 Sq.ft. more or less respectively through 4 sets of registered Indenture of Transfer dated 12.12.1964 from Executor to Beneficiary in the undivided half part in both the premises above mentioned between (1) Kamal Kumar Ghosh and others and Kamal Kumar Ghosh (2) Kamal Kumar Ghosh & others and Amal Kumar Ghosh for both the Premises and through inter exchange between themselves and each one of them became the absolute owners of half share of each house under Joint & undivided status.

AND WHEREAS the said Testator by his said Will devised and bequeathed all that he died possessed of both movable and immovable unto the said Transferee Kamal Kumar Ghosh and his brother Amal Kumar Ghosh both sons of Late Digendra Nath Ghosh in undivided equal shares absolutely and exclusively and forever.

AND WHEREAS thereafter upon the death of the said Jitendra Nath Ghosh the said Transferors as such executors as aforesaid duly applied for Probate under Case No. 89/1959 at Calcutta and obtain probate of the said last WILL and TESTAMENT of Jitendra Nath

The block contains two handwritten signatures in cursive script, one above the other, located in the bottom right corner of the page.

(6)

Ghosh, since deceased from the Honourable High Court at Calcutta in its testamentary and interstate Jurisdiction.

AND WHEREAS upon the grant of Probate of the said Last WILL and TESTAMENT of the said Jitendra Nath Ghosh deceased the said Transferee Kamal Kumar Ghosh and his brother Amal Kumar Ghosh each became absolutely entitled inter alia to an undivided other half part or Vz share of and in the said Premises at (i) 20, Hindusthan Park, Kolkata - 700029, and the (2) 208, Rash Behari Avenue, Kolkata - 700029, along with (c) immovable properties undivided Vz share in the M/S Meghaphone Company at 77/1, M.G. Road, Kolkata - 700009, (d) immovable properties undivided Vz share in the M/S J/N. Ghosh situated at 1A, Chowringhee Road, (Lenin Sarani), Kolkata - 700013 and movable properties. By four registered Deed of Exchange from Executor of Beneficiary dated 12.12.1964 mentioned above both the brother became absolute joint owners of the immovable to KMC on 27th day of January, 2011 jointly with his brother Amal Kumar Ghosh and recorded the same before Additional District Sub-Registrar at Alipore, South 24 Parganas.

AND WHEREAS the said settler of the ANNAPURNA TRUST, Late Kamal Kumar Ghosh, died without any issue (children) on 16th day

Ghosh
R. Biswas

(7)

of October, 2011 and prior to his death executed his last Will and Testament before the additional District Sub-Registrar Alipore, District 24 Parganas being Deed No.III-00056 of 2011, Serial No.01393 of 2011 dated 21.02.2011 and thereafter accordingly his younger brother (1) Amal Kumar Ghosh (2) Mrs. Lakshmi Ghosh (wife of Late Kamal Kumar Ghosh), applied for the Probate of the WILL made by Late Kamal Kumar Ghosh vide Probate Case No. 177/2012 in the Court of Ld. District Delegate at Alipore, District 24 Parganas (South) and thereafter proper news paper notification was duly published in the Bengali Bartaman News Paper dated 21.07.2018 whereby all the 50% of the share in the name of Late Kamal Kumar Ghosh has accordingly and duly being transferred in the name of the Annapurna Trust and the respective probate was accordingly accepted for final proclamation of granting on 31.12.2019 on hearing of witness of Amal Kumar Ghosh.

AND WHEREAS Late Lakshmi Ghosh, died on 19th day of January, 2014 and accordingly the Trusteeship of Late Laxmi Rani Ghosh was vacated automatically and the same was recorded in the meetings as per minute vide resolution dated 25th March, 2014.

AND WHEREAS after that two other members mainly Mr. M.R. Sen and Mr. Jitendra Prasad could, not attend the meeting of the Board of Trust since inception of the Board of Trust till date and accordingly

Yashu
Prasanna

resolution was adopted vide Resolution dated 16.12.2013 and both of them were removed from the Board of Trust due to their non attendance and non interest into the affairs of the Trust, which was formed and registered as per the last wish of the Settler of the Trust late Kamal Kumar Ghosh. After that Jayjeet Nath Ghosh, the only son of Amal Kumar Ghosh died on 06.03.2016 and automatically the Trusteeship was vacated later on the vacancies such created were filled up by the appointment of **(i) SRI BUDDHADEV BISWAS (ii) MRS. RANU GHOSH**, widow of Joyjeet Nath Ghosh & **(iii) PINAKI MUKHERJEE**, son-in-law of Amal Kumar Ghosh and the husband of **Abarna Ghosh (Mukherjee)** vide resolution dated **22nd June, 2016**. And accordingly as per the **PRESENT BOARD OF TRUST** officially executing their duties for lifetime being **(i) Amal Kumar Ghosh, (ii) Abarna Mukherjee (Ghosh), (iii) Ranendra Nath Bhattacharya, (iv) Buddhadev Biswas, (v) Mrs. Ranu Ghosh & (vi) Pinaki Mukherjee.**

AND WHEREAS out of the two immovable premises (i) 20, Hindusthan Park, Kolkata - 700029 **ALL THAT** undivided part or share of and in **ALL THAT** two storied brick built measuage tenement hereditaments and premises **TOGETHER WITH** the

agmdo.
Biswas

(9)

revenue free land thereunto belonging whereon or on part whereof the Two Storied building is erected and built containing an area of 10 Cottahs and 8 Chittaks 24 Sq.ft. be the same a little more or less belonging in the name of Kamal Kumar Ghosh and Amal Kumar Ghosh jointly out of which an area of 4 Cottahs 14 Chittaks 24 Sq.ft. vacant land with a pucca brick built asbestos shed measuring 1000 Sq.ft. presently under rental occupation of a Restaurant measuring about 600 Sq.ft. and rest in use as garage out of the total land of 10 Cottahs 8 Chittahs 24 Sq.ft. situated at and being premises No.20, Hindusthan Park, in the town of Calcutta formerly portion of Premises Nos.20, 46,47,47/1, Gariahat Road and numbers 41, 39/1 and 53, Monoharpukur Road and being **LOT No. 4** in Improvement Scheme No. Ill, being part of holding No. 27 Division P in Sub-Division 6 Dihi Panchannagram, Police Station - Ballygunge, Sub-Registration District Alipore in the District of 24 Parganas and butted and bounded in the manner following that is to say, on the North by Premises No. 208, Rash Behari Avenue, on the East by Premises No. 21, Hindusthan Park, on the South by Hindusthan Park and on the West by Hindusthan Park **OR HOWSOEVER OTHERWISE** the same messuage tenement land hereditaments and premises now is or heretobefore was butted and bounded called known numbered

Amal
Rajeev

*described or distinguished to be under the **LOT-A** of the Schedule I of the properties inherited by Kamal Kumar Ghosh and Amal Kumar Ghosh jointly is described in **Schedule I under LOT No. A** jointly and now presently which is allotted to Amal Kumar Ghosh under **Schedule -1 Lot No. A1** and the rest vacant part & portion of the 20, Hindusthan Park, Kolkata - 700029, measuring **4 Cottahs 14 Chittaks 00 Sq.ft.** more or less butted and bounded by common brick built partition wall has been transferred to **ANNAPURNA TRUST** through a Deed of Memorandum of Partition executed on 8th December, 2017 under being No. 160103679, Book No. 1, Volume 1601 - 2017, Pages from 116892 to 116937 for the year 2017 under certificate of Registration under Sec. 60 and Rule to of A.D.S.R. Alipore, 24 Parganas (S) treated and described in **Schedule I under LOT No. A2**. And accordingly mutated and separated under New Premises No. 20/1, Hindusthan Park, Kolkata - 700029, and Assessee No.11-086-15-0709-9 and butted and bounded by three side with Brick Wall and western side facing 20ft wide KMC Link Road between Rashbehari Avenue and Hindusthan Park, which is the subject matter of these Agreement for Development which is to be executed herewith under this Deed of Indenture.*

Amal Kumar Ghosh

AND WHEREAS out of the total land measuring 10 Cottahs 8 Chittaks 24 Sq.ft. the said building which is in used as dwelling house is constructed on 5 Cottahs 8 Chittaks 00 Sq.ft. being more than 50% or legitimate Vz share of the property leaving a vacant portion of the land measuring 4 Cottah 14 Chittaks 00 Sq.ft. on which a tenanted pucca brick built asbestos shed is situated measuring about 1000 Sq.ft. more or less which is let out to a Chinese Restaurant measuring about 700 Sq.ft. and rest in use as garage. Presently transferred separated and mutated in the name of ANNAPURNA TRUST with absolute right of ownership & physical possession of plot.

AND WHEREAS the Owners, being i) The ANNAPURNA TRUST represented by its Trustee cum Secretary of the TRUST **SRI BUDDHADEV BISWAS**, PAN : AHEPB7098N), son of Late Satyendra Nath Biswas, by faith - Hindu, by occupation -Management Consultant, residing at 22A, South End Park, P.O. Sarat Bose Road, Police Station - Lake, office at Gariahat, Kolkata - 700029, as per resolution vide dated 16th of June 2014 & 17th September, 2014. In accordance and in conformity, vide clause No. 3 with all the sub-



clauses along with Clause No. 4 with sub-clauses a, b, c, e, f, g, h, l, m, along with Clause No. 5, 8, 10, 11, 12 & 15 whereby the respective Deed of Trust has sanctioned Enough right and prerogative to the Board of Trust to develop, re-built, re-construction and even amend the clause in the spirit of all along Development to trust for the benefit of the Deity and Beneficiaries are desirous as of developing out of the two premises only 20, Hindusthan Park, Kolkata - 700029, the $\frac{1}{2}$ portion of the said premises approximately which has been measured as per available vacant plot of land for the construction / development being undivided 4 Cottahs 14 Chittaks 00 Sq.ft. and want to construct an ownership building thereon to increase the income of the Trust jointly with ANNAPURNA TRUST as owner (Landlord) of the $\frac{1}{2}$ share of the said property under absolute ownership of the TRUST through execution of Deed of Partition dated 8th day of December, 2017 by and between Amal Kumar Ghosh, son of Late Digendra Nath Ghosh, residing at 20, Hindusthan Park, Kolkata - 700029 under secular status and ANNAPURNA TRUST, represented by its office bearer with executing right and prerogatives **SRI BUDDHADEV BISWAS**, PAN : AHEPB7098N), son of Late

Amal K. Ghosh
Biswas

Satyendra Nath Biswas, by faith - Hindu, by occupation - Management Consultant; residing at 22A, South End Park, P.O, Sarat Bose Road, Police Station - Lake, office at Gariahat, Kolkata - 700029 along with another Trustee of the Trust **A. MUKHERJEE (ABARNA MUKHERJEE (GHOSH) (PAN : BAUPG3296F)**, wife of Pinaki Mukherjee, by faith - Hindu, by occupation - Business, residing at 104/N, Narayan Roy Road, Behala, P.O. Sakher Bazar, PS. Thakurpukur, Kolkata - 700008.

AND WHEREAS the Trust under the name and style of ANNAPURNA TRUST being a private trust under a family settlement in the form of trust in the name of "ANNAPURNA" in the interest and benefit of the family without any Arpanama having beneficiary out of the heirs and successors whereby the trust has lost the essential element / criteria of being a true / perfect Debottor and the trust has been created vide clause number 3, 3a, 3b, 3c and 5 to ensure specialized management and efficiency to run the family business including asset management of the existing movable and immovable properties / assets of the family for the next fifty years and after that period the trust will automatically become defunct and abolished and

Sd/-
Biswas

accordingly devolved back to the beneficiaries/ heirs and successors of Amal Kumar Ghosh. Hence to ensure the right to property which is a constitutional right which the owner enjoys during life and beyond the life through the law of succession and or by registered deed of will or by execution of registered deed of trust, whereby the creation of ANNAPURNA TRUST since long being enjoyed by its beneficiaries under the form of private family trust. The beneficiaries applied before the appropriate court of law being the district judge at Alipore vide misc case number 206/2016 for the permission to obtain the right to sale of the property and assets of the trust including the newly constructed flats on the vacant and unutilized parts and portion of the family property to augment / fetch income to liquidate the burden of taxes which has been inherited along with the trust property at the time of transferring the property in the name of the trust along with the right to sale / transfer, develop or to build any new building under any form of Development for the benefit of the trust by the trustees.

The respective court heard the matter on 10.09.2018 and with the observation delivered the order on 09.10.2018 with the following

Anil Biswas

observation under extended provision of power and prerogatives vide section 89 of the CPC as amended in the year 2012. "It appears that the instant misc. case arise out of application u/s 34 of the Indian Trust Act. Perusal of the application shows that the petitioners have sought for permission to develop the case land measuring 4 Cottahs 15 Chittaks 2 Sq.ft., out of 10 Cottahs 8 Chittaks as described to the schedule in the application.

But, I find on perusal of the averments of the application that the trust is a private trust and the property is a devottar property.

In the view of the above, the instant case is not tenable u/s 34 of Indian Trust Act.

However, it is made clear that the petitioners do not require any permission from this court for development of the case land which is a devottar property or its transfer for the overall benefit of the deity in the view of the above the instant case should be dismissed as it is not maintainable.

Hence

2nd. P. Bhowas

(16)

ORDERED

That the misc case dismissed as it is not maintainable u/s 34 of the Indian Trust Act. However the petitioners do not require any permission from the court develop the devottar property or transfer any portion of it for the overall benefit of the deity.

D/C by me

Sd

District Judge, Alipore

Sd

District Judge, Alipore

WHEREAS *the Plot of vacant land being the portion of 20 Hindusthan Park, Kolkata - 700029, measuring 4 cottahs 15 chittacks 2 sq.ft. as per the plaint copy of the misc case number 206/2016 against the partition for seeking permission for the development of the vacant land being the competent of the 20, Hindusthan Park, Kolkata - 700029, under KMC Ward No.86, Police Station - Gariahat, mentioned when no partition and separation as executed and as such the learned judge in his order during the proclamation of his judgment mentioned the pre partition composition.*

Order *P. Biswas*

of the measurement of the area of land components of the respective trust was accordingly written 4 cottahs 15 chittacks and 2 sq.ft. as per the plaint petition where it was mentioned as the 50% allotment although this is less than 50% as per the settlement between the parties and since this observation is a part of the proclamation, the respective part has been entered into this agreement but the actual land components shall be the 4 cottahs 15 chittacks 00 sq.ft. after the execution of the memorandum of partition, separation and mutation.

The total land components of the premises number 20, Hindusthan Park, Kolkata - 700029, under K.M.C. 86, being 10 Cottahs 8 chittacks and 24 sq.ft. vide memorandum of partition and accordingly the separation with mutation under schedule lot number A-1, allotted to Amal Kumar Ghosh having land component of 5 cottahs 10 chittacks only and under schedule 1 Lot number A-2 allotted to Annapurna Trust having land component of 4 cottahs 14 chittacks only and the rest 24 sq.ft. of land area has been toally consumed for the construction/ building of the common boundary wall in between the two plots of land as has been partitioned by the

Amal Kumar Ghosh

memorandum of the deed of partition dated 8th December, 2017 and thereby separated and mutated accordingly.

WHEREAS *in accordance with the spirit of the TRUST vide unanimous Resolution adopted in the Meeting of the Present board of Trustees dated back to 15th day of March 2018 and the respective observation and order of The District Judge at Alipore vide Order no 15 of misc. case no 206/2016 Dated 09.10.2018 the Respective clause no 13 of the DEED OF TRUST Has been Amended and Accordingly Replaced By the Following verse vide, quoted from the Deed of Amendment registered at ADSR, Alipore dated 07.01.2019 vide Certificate of Registration under Section 60 and Rule 69 Registered in Book IV, Volume No.1605-2019, page from 812 to 829, Being No.160500013 the absolute right of sale mortgage, joint promotion, deed of settlement along with any other deed relating to the properties of the trust under the terms and conditions to be settled by the trust and the Deed of Sale / mortgage joint venture agreement / Deed of Settlement and any other documents relating to the properties and assets of the Trust, vide resolution of the board of Trust dated 15th march, 2018 shall be executed by the Secretary cum*

Dr. P. Biswas

trustee Sri Buddhadev Biswas along with Any one from the trustees cum beneficiaries".

AND WHEREAS both the Builders the party of the other part and the Owner of the first part have discussed between themselves regarding development under Joint Venture @ 50:50 ratio and the terms and conditions on which the construction work of the said premises can be undertaken and have accepted the terms and conditions as written hereunder.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

1. **DEFINITION** : Unless there is anything repugnant to the subject or context.
 - a) **OWNER** shall mean ANNAPURNA TRUST, the 50% of the property of 20, Hindusthan Park, Kolkata - 700029. Being the vacant part or portion of 20, Hindusthan Park, Kolkata - 700029 measuring 04 Cottahs 14 Chittaks 00 Sq.ft. butted and bounded three sides by wall and the western side having a asbestos shed consisting of one Chinese Restaurant

Sri Buddhadev Biswas

and Garage on the side road measuring 20 ft. wide connecting R.B. Avenue & Hindusthan Park, from North to South vice-versa. Separated vide Execution of Deed of Memorandum of Partition dt. 8th December, 2017 and accordingly mutated through separation and generation of separate Premises No. 20/1, Hindusthan Park under separate Assessee No. 110861507099 under KMC Ward No.086 which is butted and bounded 3 side by brick wall and on west 20' KMC link road between Rash Behari Avenue & Hindusthan Park.

- b) **DEVELOPERS M/S R.S. CONSTRUCTION**, a Proprietorship Firm engaged in the field of property Developer builders, Contractor and etc. situated at 97/C, Taltala Lane, Kolkata - 700014, under P.S. Taltala, P.O. Entally, which has been selected and entrusted for the Development of the said Vacant Plot under the terms of this agreement vide Resolution dated 12th July, 2017 in the meeting of the Board of Trustee held at 4.00 p.m. at 20, Hindusthan Park, Kolkata -700029, in favour of R.S. Construction to develop the vacant plot of

and
R.S. Construction

land at 20, Hindusthan Park, which is part and portion of the above mentioned premises and the respective Developer has already paid an amount of Rs. 65,00,000/- as interest free refundable advance against this Joint Venture Construction represented by (1) **SRI RADHYA SHYAM SAHA**, son of Late Hari Pada Saha, aged about 66 years, by faith - Hindu, by occupation - Business, residing at 2/H/2D, Taltala Lane, P.O, Entally, P.S. Taltala, Kolkata - 700014, and his respective heirs, executors, administrators, representatives and assigns.

- c) **PREMISES** shall mean the let out vacant land partly shed for existing restaurant and partly garage measuring 4 Chottah 14 Chittaks 00 Sq.ft. out of the total area of 10 Cottah 8 Chittak 24 Sq.ft. of the said premises No. 20. Hindusthan Park, Kolkata - 700029, under Kolkata Municipal Corporation Ward No.86, Kolkata - 700029, having separation and mutation under Assessee No. 11-086-15-0709-9, in the name of ANNAPURNA TRUST under New Premises No.20/1, Hindusthan Park, Kolkata - 700029. KMC Ward No.086, District South 24 Parganas , the part of which is let out to a

22/11/20
P. B. Bhowmik

Restaurant in an asbestos shed morefully and particularly mentioned and described in the Fourth Schedule hereunder written delineated in the plan or map annexed hereto and bordered in red thereon.

- d) **BUILDING** shall mean the building or buildings to be constructed on the said vacant portion of that land on the part of which in an asbestos shed a Restaurant is under rental occupation in the premises No. 20, Hindusthan Park, Kolkata - 700029. Presently allotted Premises No. 20/1, Hindusthan Park, Kolkata - 700029 under KMC Ward No. 086, P.S. Gariahat, under Separated Assessee No. 11-086-15-0709-9 wide application for Mutation cum separation.
- e) **COMMON FACILITIES AND AMENITIES** shall mean include corridors, stair ways, passages, pump room, underground water reservoir, overhead water tank, water pump and motor, ultimate roof top and other facilities which may be mutually agreed upon Between the parties and required for the

Jonla
P. Biswas

establishment, location, enjoyment, provisions, maintenance and/or management of the Building.

f) **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common facilities and the space required thereof.

g) **OWNERS' ALLOCATION** shall mean 50% area of the proposed sanctioned plan of multi storied Building which is to be allocated to the Owner i.e. Annapurna Trust as the part of Owner's allocation in the manner hereunder appearing for the benefit of deity.

a) 50% of the sanctioned area with built or common area including parking space.

b) 600 Sq.ft. tenanted portion in the name of Pouchin shall be under owners' allocation under their terms with the tenant as per the settlement and the Affidavit of the proprietress, Mrs. Huang of M/S POUCHIN, the concerned Restaurant and the area (600 Sq.ft.) shall be under the owner's allocation

Agarwal
P. Biswas

h) **BUILDER'S ALLOCATION** shall mean the remaining or balance 50% area of the sanctioned / constructed area in the Building to be constructed on the said premises after allocation to the owners' allocation including proportionate share in the common area and facilities, amenities on proportionate basis.

a) The trust under the name and style of ANNAPURNA TRUST being a family trust in the name of family deity "ANNAPURNA" who was worshiped by the ancestors of the present descendants of family heirship, bears the heritage of the family of their Zamindery at Gava at Barisal, East Bengal the deity lady Annapurna was brought to Calcutta at the time of partition and the Puja continued since then in this house by the respective family. But still the landlords has applied before the appropriate Court of Law for the permission to obtain the sale right for the newly constructed flats on the vacant and unutilized part and portion of their family property to augments / fetch income to liquidate the

Prishta
as,

burden of taxes which has been inherited alongwith the Trust property at the time of transferring the property in the name of the trust.

- i) **THE ARCHITECT** shall mean such persons who may be appointed by the Developer for both designing and planning of the said constriction of the Building on the said vacant plot of land admeasuring 4 Cottahs 14 Chittaks 00 Sq.ft being the part and portion of the said premises No. 20, Hindusthan Park, Kolkata - 700029.
- j) **BUILDING PLAN** shall mean such plan prepared by the Architect for the construction of the aforesaid Building as per the Plan drawn by the Developer in consultation with the Vendor and to be submitted by the Developer for and on behalf of Vendor to the respective building department of the KMC, 5, S.N. Banerjee Road, Kolkata - 700013.
- k) **TRANSFER** with its grammatical variations shall include possession under an Agreement or Part Performance of a Contract and by any other means and also as defined U/S

Dr. Biswas

2(47) (i) to (vi), 269UA (a), f(i) & (ii) of the Income Tax Act, 1961 although the same may not amount to a transfer within the meaning of Transfer of Property Act, 1882.

l) **TRANSFeree** shall mean a person, firm, limited company, Association of person or body of individuals to whom any space in the Building has been transferred.

m) Words importing singular shall include plural and vice versa.

2. **THIS AGREEMENT** shall be deemed to have commenced on and with effect from 26th December 2019

3. **THE OWNERS DECLARES AS FOLLOWS :-**

a) That they absolutely seized and possessed of and/or well and sufficiently entitled to the said premises.

b) That the said premises is free from all encumbrances and the Owner has a marketable title in respect of the said premises subject to the terms and condition of the Deed of Trust.

Handwritten signatures

- c) That the said premises is free from all encumbrances' charges liens lispendens attachments acquisitions requisitions whatsoever or howsoever.
- d) That a declaration to KMC has already been made and registered before the Additional District Sub-Registrar at Alipore, 24 Parganas on 27.01.2011 by both owners Late Kamal Kumar Ghosh and Amal Kumar Ghosh. Prior to the creation of Trust and Subsequent transfer of the 50% Property in the name Trust.

4. THE OWNER AND THE BUILDER DO HEREBY DECLARE AND COVENANT AS ;

- a) That the owners hereby grants exclusive right to the Developer to undertake new construction after demolishing the existing shed standing on the part of the vacant plot of land within the said premises in accordance with the plan or plans to be sanctioned on the vacant plot of land described hereto measuring more or less 4 Cottah 14 Chittaks 00 Sq.ft. approximately by the KMC, which is part and portion of the

Amal Kumar Ghosh

Premises No. 20, Hindusthan Road, Kolkata - 700029 being the available portion of vacant land out of 10 Cottah 8 Chittaks 24 Sq.ft. of land above mentioned premises, under Ward No. 86, P.S. Gariahat.

b) That applications, plans and other papers and documents as may be required by the Builder for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Builder on behalf of the Owner at Builder's costs and expenses.

~~c)~~ That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right title and interest in respect of the said premises in favour of the Builder other than an exclusive license or right to the Builder to do or refrain from doing the acts and things in terms hereof and to deal with the Builder's allocation.

d) That in consideration of the foregoing premises the Developer has agreed and paid a interest free Loan amount of **Rs.65,00,000/- (Rupees Sixty Five Lakh) only** in different

Amal Biswas

installment to the Vendor for liquidating the portion of Tax and for execution of registered Deed of Partition to facilitate the Development Agreement on the Plot of land separated and mutated on the name of the ANNAPURNA TRUST, subject to the following conditions 1) the Plan is sanctioned, through builder/Developer 2) the permission for sale right either granted by the appropriate Court or confirm that no such permission is required by the Court since the concerned Trust is a family Trust. The aforesaid loan accommodation is refundable advance and therefore the Developer shall have no claim over the area against the aforesaid advance.

- e) That upon demolition of the existing shed, the Owners shall not be entitled to the building materials and debris which shall be the property of the Developer.*

- f) That within three months on and from the date of execution of these presents the Owner being the Annapurna Trust shall hand over vacant peaceful possession of the said portion of*

Wale
P. Bionzo

vacant land with shed of the premises to the Developer but only after the building plan is made finalized and sanctioned and deposited to the respective building department of the KMC and the Developer shall take necessary steps at its sole discretion and the Owners shall not be in any way, liable in that regard. But the tenanted area under the possession of "Punchin" shall continue until the Deed of Settlement and /or allocation of the tenanted area is signed and the possession is mutually handed over to the Developer directly.

- g) *That the Owner Annapurna Trust shall grant / issue in favour of the Developer to the Developer a General Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanctioned from different authorities in connection with the construction of the building and also for pursuing and following up the matter with the KMC and other authorities.*

[Handwritten signatures]

h) That upon completion of the new building the Developer shall put the Owners in undisputed possession of the Owner's allocation TOGETHER WITH the rights in common to the common facilities and amenities along with provision of 6 person capacity Lift. ✓

i) The owner and the Developer shall be exclusively entitled to their respective share of allocation in the Building which is agreed and settled at the ratio 50 : 50 i.e. 50% of the sanctioned area as owner's allocation with all the common area including reservoir, passage stair, electric meter etc with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim of interest therein whatsoever of the other and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation if required and the Owners / Landlords shall be bound by this Agreement to sign the Deed of Sale and on transfer document in the appropriate Registry

Dr. B. S. Biswas

Office along with the proportionate share of land, failing which the Developer shall have every right to get the Deeds/ Transfer registered in the Court directly as per the provision of the Deed of Trust. That permits the development of the property and the Developers has the appropriate right to get back the return of the investment with cost and profit by creating asset to the Trust out of a unutilized vacant plot of land & help the Trust to augment the income & liquidate the tax dues of the Trust.

- j) *That in so far as necessary all dealing by the Developer in respect of the Building including Agreements for sale or transfer concerning Developer's allocation shall be in the name of the Owner for which purpose the Owners undertake to give the Developer a General Power of Attorney in a form and manner required by the Developer, PROVIDED HOWEVER the same shall not create any financial liability upon the Owner in any manner whatsoever.*

Amala P. Biswas

- k) *That the Developer shall execute the deed of conveyance or conveyance in favour of the Purchaser or its nominee regarding Developer's allocation as shall be required by the Developer and all costs and expenses including Stamp Duty and Registration Charges shall be borne and paid by the Purchaser or its nominee or nominees.*
- l) *That the Builder shall at its own costs construct and complete the new building at the said premises in accordance with the sanctioned plan and conforming to such specifications as are mentioned in the Fourth Schedule hereunder written and as may be recommended by Architect from time to time appointed for the purpose and it is hereby clearly understood that the decision of the Architect regarding the quality of the materials shall be final and binding upon the parties hereto.*
- m) *That the Developer shall install in the said building at its own costs pump operated water supply from water storage tanks to overhead reservoirs electric wiring and installations and other facilities as are required to be provided in the new*

*and
Biswas*

building to be constructed for sale of flat therein on ownership basis and as mutually agreed.

- n) *That the Developer shall be authorized in the name of the owner in so far as it is necessary to apply for and obtain temporary and permanent connection of drainage, sewerage and/or other facilities, if any, required for this construction or enjoyment of the Building.*
- o) *That the Developer shall at its own costs and expenses and without creating any financial or other liability on the Owners construct and complete the said new building in accordance with the sanctioned of building plan and any amendment thereto or modification thereof made or caused to be made by the Developer provided however no alternation or modification shall be made in the owner's allocation without the consent of the Owner in writing PROVIDED FURTHER if such alteration or modification is needed at the instance of the appropriate authorities, the Owner shall not refuse to give their consent thereon.*

2nd's D. Srinivas

p) That from the date of making over possession of the building, the municipal rates and taxes and also other outgoings in respect of the said premises upto the date of delivery of physical possession of the said Owner's allocation shall be borne and paid by the owners.

5. IT IS FURTHER AGREED BY AND BETWEEN THE OWNERS AND DEVELOPER AS FOLLOWS :

a) That as soon as the building is completed, the Developer shall give written notice to the owners requiring the Owners to take possession of the owner's allocation in the building and after 15 days from the date of service of such notice and at all times thereafter the Owner shall be exclusively responsible for payment of all Municipal and property taxes rates duties and other public outgoings and impositions whatsoever payable in respect of the owner's allocation. PROVIDED THAT the said rates to be apportioned pro rata with reference to the saleable space in the building if they are levied on the Building as a whole.

Handwritten signature

- b) That the owners and the Developer shall punctually and regularly pay for their respective allocation all such rates and taxes to the concerned authorities and keep each other indemnify all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly effecting against or suffered by or paid by either of them as the case may be consequent upon a default made by either of them.
- c) That as and from the date of service of notice of possession the Owners shall also be responsible to pay and bear the service charges for the common facilities in the new building payable with respect to the Owner's Allocation such charges include proportionate share of premium for the insurance of the Building. Water, fire and scavenging charges and taxes light sanitation repair and renewal charges for bill collection and management of the common facilities, renovation,

Handwritten signature
H. H. H.

replacement and maintenance charges and expenses for the Building and of all common wiring, pipes, electrical and mechanical equipments, pumps motors and other electrical and installations, appliance and equipments, stairways, corridors, halls, passageways and there facilities whatsoever as may be mutually agreed from time to time PROVIDED THAT if any additional insurance premium costs and expenses by way of and maintenance is required to be incurred of the building by virtue of any particular use and/or in the accommodation within the Owner's Allocation or any part thereof the Owner shall be exclusively liable to pay and bear and reimburse such additional costs and expenses to the Developer.

- d) *That any transfer of any part of the Owner's allocation in the new building shall be subject to the other provisions provided hereinafter and if the owner fails to pay any amount payable in respect of the said rates or service charges for the common facilities within 15 days of demand in this behalf, the owner*

Signature
Signature

shall be liable to pay interest on the amount outstanding at the rate of 18% per annum from the last due date of payment.

- e) *That the Owner shall Not do any act deed or things whereby the Developer shall be prevented from construction and completion of the said building with the time frame of 30 months from the starting of construction if not situation go beyond control duct unforeseen acts or eventualities like Act, of God Riot, Flood, Earthquake, Political turmoil etc..*
- f) *That neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance annoyance or hazard to the other Purchasers of the apartments of the building or hazardous and or prohibitory by any Act or law in force.*
- g) *That neither party shall make structural alteration in their respective allocation without the previous consent of the other PROVIDED HOWEVER such alteration shall always be made*

Amal. P. Bhatnagar

with the approval of the appropriate municipal as may be required for the purpose.

- h) That both parties shall abide by all Statutory Rules and Regulations Bye-Laws etc. as the case may be and shall be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.*
- i) That the respective allottees shall keep at all times the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenance and floor and ceiling etc in each of their respective allocation in the building in perfect working habitable condition and repair timely so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and/or the occupiers of the building indemnified from and against the consequences of any breach arising therefrom.*
- j) That neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or another part thereof and shall*

ms. P. B. S. S.

keep the other occupiers of the said buildings harmless and indemnified from the against the consequence of any breach.

k) *That articles of display or otherwise shall not be kept by the either party in the corridors or other places of common use in the building so as to cause hindrance in any manner in the free movement of users in the corridors and other places of common use in the building.*

l) *That neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.*

6. THE OWNERS HEREBY AGREE AND COVENANT WITH THE DEVELOPER AS FOLLOWS :

a) *Not to cause any cause any interference or hindrance in the construction of the said building at the said premises by the Developer.*

Amal P. Biswas

- b) *Not to do any act deed and thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developer's allocated portion in the Building at the said premises.*
- c) *Not to let out grant lease mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer's during the period of construction.*
- d) *To remain bound to execute all agreements for sale or transfer concerning Developer's allocation and shall remain bound to execute a General Power of Attorney empowering the Developer or Developer's agent to execute all such agreements for sale or transfer for and on behalf of the Owner concerning Developer's allocation of the building at the said premises.*
- e) *Not to issue execution order or appoint /engage any other Contractor/Builder without out settling with existing builders /contractors.*

Don't. P. P. P. P. P.

7. THE DEVELOPER HEREBY AGREE AND COVENANTS WITH THE OWNER AS FOLLOWS:

- a) *To complete the construction of the Building within 30 months from the date of sanction of the Building plan or the Owner making over vacant possession of the said premises whichever is later.*
- b) *Not to transfer and/or assign the benefits of this Agreement or any portion thereof without the consent in writing of the Owner.*
- c) *Not to violate or contravene any of the provisions or rules applicable to construction of the said building.*
- d) *Not to do any act deed or thing whereby the Owner is prevented from enjoyment selling assigning and/or disposing of any of the Owner's allocation in the Building at the said premises.*
- e) *Not to part with possession of the Developer's allocation or any portion thereof unless possession of the Owner's*

Onls. P. B. B. B. B.

allocation is delivered to the Owner, PROVIDED HOWEVER it will not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's allocation.

- f) To keep the Owner indemnified against all third party claims and actions arising out of any sort of act of commission of the Developer in relation to the construction of the said Building.
- g) To keep the Owner indemnified against all actions suits costs proceedings and claims that may arise that may arise out of the Developer's actions with regard to the Development of the said premises and/or in the matter of construction of the said building and/or for any defect therein or for any delay or default beyond limit of the construction period of the 30 months.

8. MUTUAL COVENANTS AND INDEMNITIES:

- a) The owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space which is as agreed and settled at a ratio of 50:50 of the

Amal *Prisno*

total sanctioned area by the respective authority of the KMC without any interference of disturbances provided that the Developer performs and fulfills all the terms and conditions herein contained and/or on its part to be observed and performed.

- b) The Owner and the Developer hereby declare that they have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership Between them in any manner nor shall the parties hereto constitute an Association of persons.
- c) Immediately upon obtaining vacant possession of the said premises from the owner the Developer shall be entitled to demolish the existing building and all salvage materials arising therefrom shall belong only to the Developer.
- d) Any notice required to be given by either of the parties to the other of then shall without prejudice to any other mode of service available be deemed to have been served if delivered by hand and duly acknowledged or sent by prepared

Govind. B. Biswas

registered post with acknowledgement due to the last known to recorded address of the party concerned.

e) *The Developer and the owner shall mutually frame Scheme for the management and administration of the said Building or Buildings and/or common parts thereof and agrees to abide by all the Rules and Regulations to be framed upon formation of flat owners Association it change to such management of the affairs of the Building or Buildings and /or common parts thereof.*

f) *The name of the building shall be **"ANNAPURNA ENCLAVE"**.*

g) *Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said premises or any part thereof to the Developer by the Owner or as creating any right title and interest in respect of in favour of the Developer other than an exclusive license in favour of the Developer to do the acts and things expressly provided herein as also in the Power of Attorney to be given for the purpose.*

Dr. P. S. Sivas

- h) *As and from the date of completion of the Building the Developer and/or its nominees and the owner and/or transferees shall each be liable to pay and bear proportionate charges on account of common facilities and amenities and other taxes payable in respect of their respective spaces.*
- i) *The Owner shall deliver or cause to be delivered to the Developer all the Original Title Deeds relating to the said premises simultaneously with the execution of these presents.*
- j) *The ultimate roof of the building shall remain common.*

9. LIQUIDATED DAMAGES AND PENALTY:

- a) *The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the Force Mejeure condition i.e. flood earthquake riot and storm tempest civil commotion strike and/or any other act or commission beyond the control of the parties hereto.*

Dr. P. B. Bhowmik

- b) *If due to any willful act on the part of the Developer the construction and completion of the building is delayed then in that event the Developer shall be liable to pay such loss or damages to the Owner as shall be determined by the Arbitrators to be appointed by both the parties in accordance with the Arbitration Act 1940 y and modification thereof.*
- c) *In the event of the Owner committing breach of any of the terms and conditions herein contained or delay in delivery of possession of the said premises as hereinbefore stated, the Developer shall be liable to payments of and the Owner shall be liable to pay such losses and compensations as shall be determined by the Arbitrators so appointed provided however if such delay shall continue for a period of 6 (Six) months then in that event in addition to any other right, which the Developer may have against the Owner the Developer shall be entitled to sue the Owner for specific performance of this Agreement or to rescind this Agreement and claim refund of all the moneys paid and/or incurred by the Developer and such losses and damages which the Developer may suffer.*

Signature
12/10/20

- d) *In the event the Developer fails and/or neglects to start the construction even after obtaining sanction of the building plan and vacant possession of the said premises from the owner then the Developer shall pay damages to the owner not exceeding 12% p.a. on the present valuation of the property in the aggregate in accordance with law for such delay in carrying out the construction work or the amount which would have been fetched on rental /lease value on the Vendor portion of sanction area being 50% of the constructed area or on the valuation of the property under construction whichever is lower along with the cost of financial damaged due to such delay.*
- e) *In the event the Developer is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the owner or owner's agent, servants, representatives of any person claiming any right under the owner, then and in that case the Developer shall have the right to claim refund of all sums paid by the Developer to the owner in the meantime if any investment towards the*

ama
P. S. S. S. S.

construction of the proposed building is made together with interest at the rate of 12% per annum and shall also be entitled to claim damages and losses which the Developer may suffer but the Developer's right to sue for specific performance of contract shall remain unaffected.

10. ARBITRATION:

- a) *Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning construction or import of this Agreement or their respective rights and liabilities as per this Agreement shall be adjudicated by reference to the arbitration of two independent arbitrators, one to be appointed by each party who shall jointly appoint any Umpire at the commencement of reference no the award of the Arbitrators of the Umpire as it cause may be shall be final and conclusion on the subject as between the parties and this clause shall be deemed to be a submission with the meaning of the Arbitration Act 1996 (Act 10 of 1940) and its statutory modification and/or proceedings thereof in*

Dr. Biswas

force from time to time. Arbitration proceeding should be completed within 6 months from the date of filing of the Application before Arbitrator and disposal shall be final.

- b) *Notwithstanding the foregoing provisions the right to sue for special performance of this contract by One Party against the other as per the terms of this Agreement shall remain unaffected.*

11. JURISDICTION :

All Courts within the limits of District 24 Parganas (South) and the High Court at Calcutta shall have the jurisdiction to entertain and determine at actions, suits and proceedings arising out of these presents between the parties hereto. Only after exhausting the limit of rights and privileges under the provisions of this agreement.

- 12.** *That both the parties hereby executed this agreement under the following terms and conditions written herein but in the event, if any unforeseen things, facts, issues, situations which causes or hampers the process of development in any way whatsoever shall be solved/ settled by the Vendor with the assistance of the Developer.*

Om W. Das

THE FIRST SCHEDULE REFERRED TO ABOVE

SCHEDULE "A" ABOVE REFERRED TO

ALL THAT piece and parcel of land measuring about 4 Cottah 14 Chittak 00 Sq.ft. be the same a little more or less situated at and lying at 20, Hindusthan Park, Kolkata - 700029, out of the total 10 Cottah 8 Chittaks under KMC Ward No. 86, P.S. Gariahat formerly portion of the Premises No. 20,46,47.47/1, Gariahat Road and No. 41,39/1 & 53, Monoharpukur Road, and being Lot No.4 in improvement scheme No. 3 being the part of the holding No. 297, Division "P" in Subdivision 6 Dihi Panchanna Gram, P.S. Ballygunge, Sub- Registration Dist Alipore in District of 24 Parganas with 1000 sq.ft. asbestos shed out of which 700 sq.ft. let out to restaurant and rest portion 300 sq.ft. car parking space, under the name and style of Pouchin 3 sides of the plot covered by the Brick Wall and the rest western side is a 20ft MC road connecting Rash Behari Avenue & Hindusthan Park being the entrance road. Presently partitioned, separated vide Memorandum of Partition dated 8th December, 2017 and accordingly mutated cum separated by allotment of New



Premises No. 20/1, Hindusthan Park, Kolkata-700029 and separate Assessee No. 11-086-15-0709-9, butted and bounded by:-

ON THE NORTH : By the Premises No. 208, Rash Behari Avenue,

ON THE SOUTH: By the 20, Hindusthan Park, under Schedule

1 Lot A 1 in the name of Amal Kumar Ghosh,

ON THE EAST : By Premises No. 21,21A, B.C. Hindusthan Park,

ON THE WEST: By Hindusthan Park or whom so ever otherwise 20'

wide KMC Road, connecting R.B.Avenue

& Hindusthan Park vice-versa.

SCHEDULE "B" ABOVE REFERRED TO

(Owner's Allocation)

ALL THAT 50% of the sanction area as per building plan including i.e. inclusive of 700 sq.ft. of demarcated area of existing restaurant for replacing the same which is a mandatory obligation for both Developer and Landlord being Premises No. 20/1, Hindusthan Park, Kolkata-700029 under Kolkata Municipal Corporation Ward No. 086, Kolkata-700029, District South Kolkata.

Amal Kumar Ghosh

SCHEDULE "C" ABOVE REFERRED TO

(Mode of Payment)

RECEIVED Rs. 65,00,000/-(Rupees Sixty five lakh) only on different installments mentioned below as interest free refundable Advance against Security Deposit to be refundable after the completion of the building and on submission of completion certificate by the K.M.C. and deliver oif the possession of the Owner's allotment phase wise.

By different cheques and RTGS in different dates and Bank in Total **Rs. 65,00,000/-(Rupees Sixty five thousand) only.**

Received
Buddhender Biswas

Amal Biswas

SCHEDULE "D" ABOVE REFERRED TO

(Developer's Allocation)

The remaining 50% of the constructed area in the Building to be constructed on the said premises after allocation of 50% of the sanctioned area to the owner including proportionate share in the common facilities and amenities on pro rate basis.

SCHEDULE "E" ABOVE REFERRED TO

(Proportionate share of all common expenses)

1. *All costs of maintenance operation, replacing, white washing, painting, re-building, re-construction, decoration, re-decorating and lighting the common parts and also the parking space;*
2. *The salary of all persons employed for the common purposes.*
3. *All charges and deposits for supplies common utilities to the co-owners.*
4. *Municipal taxes and other outgoing save those separately assessed.*

[Handwritten signatures]

SCHEDULE "F" ABOVE REFERRED TO**(Specifications)**

PROJECT TIME	:	30 (Thirty) months from the date of obtaining the sanction building plan sanctioned by the KMC or from the date of delivery of vacant possession by the owners whichever is later.
TYPE OF CONSTRUCTION		R.C.C. Frame structure made by L.T./ A.C/ Ambuja/ Lafarge etc cement.
PLASTERING	:	Inside and outside with cement mortar in (6:1) and inside plaster and paris.
FLOORING	:	Marble Finish, Cooking platform of the kitchen will be of Granite.
STEPS & STAIRCASE	:	Shall be of Marble finish.
BRICKWORKS	:	8',5' and 3' thickness bricks works will be done on outside and inside walls in cement mortar in (6:1).
CONCRETE	:	All R.C.C. works in fittings, columns beams slabs, lintels, chajja etc will be done in (1:2:4)
WINDOW	:	Alluminium window with glass fittings.

Signature
P. B. B. B.

Doors Main Entrance	:	<i>7' x 4' x 2' ½ (Thickness Size Malaysian Sal Wood Frame with commercial solid flush doors.</i>
Main Entrance/ Flat Door	:	<i>Segun</i>
Inside Door	:	<i>Door frame of 7' x 3'3" size Flash Board with Sunmica/ polish.</i>
TOILETS & SANITARY	:	<i>Flooring will be marble finish and wall tiles (glazed tiles) will be fitted upto 6' from floor level one Indian type pan toilet with shower, and one western type commode with one low down cistern in W.C. all sanitary fittings will be of best quality. Water lines be of G.I. & PVC Pipe concealed arrangement all the cistern pan, commode will be standard quality and outside all pipe will be PVC Pipe.</i>
ELECTRICAL	:	<i>Concealed copper wiring for 5 amp (light, fan and plug) 15 amp each in</i>

*gn...
Biswas*

	<p><i>master bed room, kitchen hall, TV & Calling bell in each flat all electrical materials will be of standard quality. Adequate outlet sockets and Plug point will be provided. Suitable connection points to Telephone etc shall be provided individual power meter will be provided at the meter room.</i></p>
KITCHEN	<p><i>Flooring shall be of marble finish with black stone cooking platform and glazed tiles upto 4' with one sink and water facilities with sufficient no of best quality branded tap.</i></p>
EXTRA WORK	<p><i>Any extra work other than this specification shall be charged extra as to be decided by developer and such amount shall be deposited before the execution of such work.</i></p>

*Om...
Biswas*

IN WITNESS WHEREOF the said Owner and the Developer have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

WITNESSES :-

1. Pinki Mukherjee
104/N NARAYAN ROY
ROAD - Kol - 700008

ANNAPURNA TRUST
Buddhadw Biswas
Buddhadw Biswas
Trustee & Secretary

(1) BUDDHADEV BISWAS

**TRUSTEE - CUM - SECRETARY
OF ANNAPURNA TRUST**

2. Anil Kumar Ghosh
20 Hindustan Park,
Kolkata - 700029.

ANNAPURNA TRUST
Abarna Mukherjee (Ghosh)
Trustee/Beneficiary

(2) ABARNA MUKHERJEE (GHOSH)

**TRUSTEE AND BENEFICIARIES
OF ANNAPURNA TRUST**

Sign. of the OWNERS / VENDORS

3. Ranu Ghosh -
20, Hindustan Park
Kolkata - 700029

R. S. CONSTRUCTION

Debjyoti Deha
Proprietor

Signature of the DEVELOPER

Drafted by :

Amitabha Ray
Advocate
Alipore Police cant
Kol 127
WB/236/1984



Buddhadev Bixas

Name

Signature *Buddhadev Bixas*

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					



Abouna Meshujee (Ghosh)

Name

Signature *Abouna Meshujee (Ghosh)*

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					



Dattatraya Saha

Name

Signature

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
left hand					
right hand					

	Thumb	1 st finger	Middle Finger	Ring Finger	Small Finger
PHOTO	left hand				
	right hand				

Name

Signature





Government of West Bengal



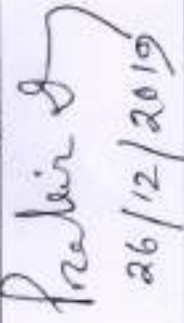
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

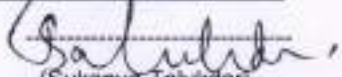
OFFICE OF THE A.D.S.R. ALIPORE, District Name :South 24-Parganas

Signature / LTI Sheet of Query No/Year 16051000248803/2019

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr BUDDHADEV BISWAS 22A, SOUTH END PARK, P.O:- SARAT BOSE ROAD, P.S:- Lake, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029	Representative of Land Lord [ANNAPU RNA]			BuddhaDev Biswas 26/12/2019
2	Mr RADHESHYAM SAHA 2/H/2, TALTALA LANE, P.O:- ENTALLY, P.S:- Taltola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700014	Representative of Developer [R. S. CONSTRUCTION]			Radheshyam Saha 26/12/2019
3	Mrs ABARNA MUKHERJEE Alias Mrs ABARNA GHOSH 20, HINDUSTHAN PARK, P.O:- SARAT BOSE ROAD, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029	Representative of Land Lord [ANNAPU RNA]			Abarna Mukherjee (Ghat) 26/12/2019

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr PRABIR DEY Son of Late HARENDRA DEY ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:-South 24- Parganas, West Bengal, India, PIN - 700027	Mr BUDDHADEV BISWAS, Mr RADHESHYAM SAHA, Mrs ABARNA MUKHERJEE			 26/12/2019


(Sukanya Talukdar)

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



ANNA PURNA TRUST
Buddhadev Biswas
Buddhadev Biswas
Trustee & Secretary



भारत सरकार
GOVERNMENT OF INDIA



बुद्धदेव बिश्वास
Buddhadev Biswas
DOB: 11-07-1951
Gender: Male



6445 7355 0083

आधार - आम आदमी का अधिकार

*B Biswas
Bee Buddhadev Biswas*



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

22 A, Southend Park, Sarat Bose
Road Se, Kolkata, West Bengal,
700029

Address:
22 A, Southend Park, Sarat Bose
Road Se, Kolkata, West Bengal,
700029



1947
1800 300 1947

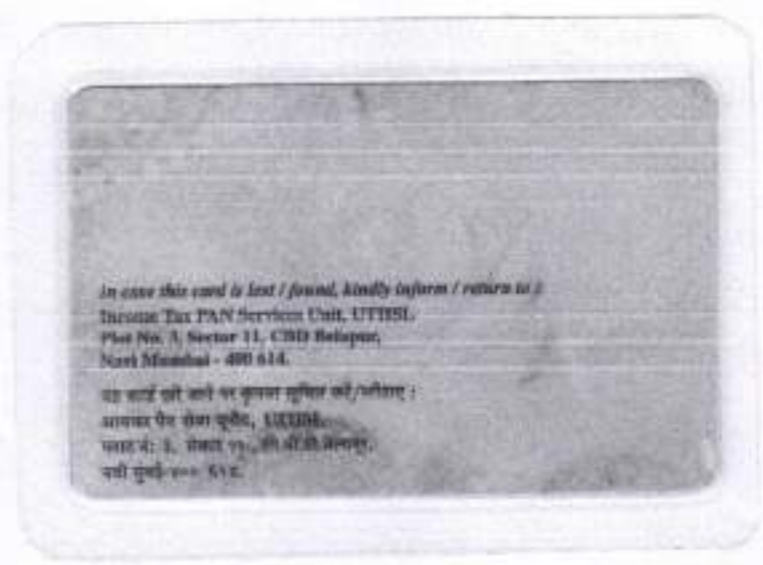
help@uidai.gov.in

www.uidai.gov.in

P.O. Box No 1947,
Bengaluru-560 901





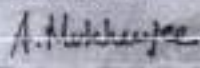
Buddha Dev Biswas



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

Income Tax PAN Service Unit, UTISI,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

या कार्ड ग्राहक या तो कोणत्याही व्यक्तीक देऊ नये / परत घ्यावे :
आयकर पत्र सेवा युनिट, UTISI,
प्लॉट नं. ३, सेक्टर ११, सी.बी.डी. बेलपूर,
नावी मुंबई - ४०० ६१४.

आयकर विभाग INCOME TAX DEPARTMENT		भारत सरकार GOVT. OF INDIA
ABARNA MUKHERJEE		
AMAI KUMAR GHOSH		
25/05/1990 <small>Permanent Account Number</small>		
BAUPG3296F		
 <small>Signature</small>		

इस कार्ड के माध्यम से आपका आयकर भुगतान करने / लेना
 आसानी से कर सकेंगे। आपका आयकर विभाग के पास
 5 वीं बिल्डिंग, नवी दिल्ली, पॉस्ट नं. 110011, एवं नं. 997/2
 मंडल कॉलोनी, पुराना दिल्ली में भुगतान
 करें - 411 016

Please send to the Government of India
 New Delhi
 Income Tax PAN Services Unit, NSDL
 5th Floor, Mansi Sterling
 Plot No. 541, Survey No. 997/2
 Model Colony, Near Deep Bungalow Chowk,
 Phase - 411 016

Tel: 91-11-2722 8085 Fax: 91-11-2722 8081
 e-mail: nsdl@nsdl.co.in

A. Mukherjee (Ghosh)



भारतीय विनाशिक पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

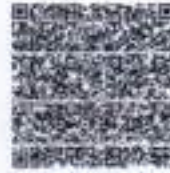
Enrollment No.: 1507/01147/01111

To
Adama Mukherjee
D/O Amal Kumar Ghosh
20, HINDUSTHAN PARK
Sarat Bose Road
Sarat Bose Road
Circus Avenue Kolkata
West Bengal 700020
9831084481

23/08/2012
102187562



ME021875621FH



आपका आधार क्रमांक / Your Aadhaar No. :

2186 1768 2009

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Adama Mukherjee
Father : AMAL KUMAR GHOSH
DOB : 25/05/1990
Female



2186 1768 2009

मेरा आधार, मेरी पहचान

Adama Mukherjee (Ghosh)

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

AKZPS9689Q



नाम / NAME
RADHESHYAM SAHA

पिता का नाम / FATHER'S NAME
HARI PADA SAHA

जन्म तिथि / DATE OF BIRTH
17-08-1952

हस्ताक्षर / SIGNATURE

Radhesyam Saha

B. Das

असल साक्ष्य - ए. नं. 17

COMMISSIONER OF INCOME-TAX, W.B. - 22

इस कार्ड के रद्द / रिल जाने पर दृष्ट्या जारी करने
वाले अधिकारी को सूचित / वापस कर दें
संयुक्त आयकर आयुक्त (पदाधिकारी एवं तकनीकी),
ए-7,
चौमन्दी गवदापर,
कलकत्ता - 700 069.

In case this card is lost/damaged, kindly inform/return to
the issuing authority:
Joint Commissioner of Income-tax (System & Technical),
P-7,
Chowmandi Square,



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India
Government of India

এনরোলমেন্ট নম্বর / Enrollment No. : 1040/19873/27869

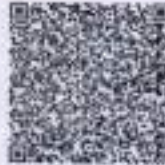
To
Radheshyam Saha
রাজেশ্বর সাহা
2/H/2, 1ST FLOOR
TALTALA LANE
Intally S.O
Intally Kolkata
West Bengal - 700014

09/01/2013



KL196840511DF

19684051



আপনার আধার সংখ্যা/ Your Aadhaar No. :

6113 7451 4728

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
GOVERNMENT OF INDIA



রাজেশ্বর সাহা
Radheshyam Saha
নাম: রাজেশ্বর সাহা
Father: HARI PADA SAHA

১৯৬২
১৯৬২
Year of Birth: 1962
পুং: Male

6113 7451 4728



আধার - সাধারণ মানুষের অধিকার



তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন অথেন্টিকেশন দ্বারা প্রাপ্ত করুন।

INFORMATION

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

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



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

উদ্দেশ্য: ১/১৫/১২, ১ম তল
তালতালা লেন, ইন্টালি এ.ও. কোলকাতা
পশ্চিমবঙ্গ, ৭০০০১৪

Address: 2/H/2, 1ST FLOOR,
TALTALA LANE, Intally S.O,
Intally, Kolkata, West Bengal,
700014



1807
1800 181 1817



help@uidai.gov.in




www.uidai.gov.in



P.O. Box No. 1947
Bengaluru-560 061

Alipore Police Court
Kolkata - 700 027
IDENTITY CARD



Name: **Sri Prabir Dey** Age: **48 Yrs.**
Father's Name: **Late Harendra Dey**
Clerk of Mr. **Rai Mohan Sinha**
(Advocate)
Kalschand Talukdar
Kalschand Talukdar Association

Prabir Dey



95

10.10.18 11.10.18 11.10.18 11.10.18 11.10.18

EDX - 5892/18

In the court of the Ld. District Judge at Alifone

Misc case - 206/16

DISTRICT COURT
ALIFONE

Sri Anand Kumar Ghosh to attorney → petitioner

EDX - 5892, dt - 10/10/18

11/10/18

994

MISC CASE NO:-206 OF 2016.

513/18
EDX-5792, 10-10-18
O.S-1-1111
11/10/18

Order No15, Dated:-09.10.2018.

The petitioners file hazira through their Ld. Lawyer.

The Misc Case is taken up for hearing on the maintainability of the case.

Heard Ld. Lawyer for the petitioners.

It appears that the instant misc case arises out of application u/s 34 of the Indian Trust Act.

Perusal of the application shows that the petitioners have sought for permission to develop the case land measuring 4 katha 15 chatak 2sqft. out of 10 kathas 8 chataks as described to the schedule in the application.

But, I find, on perusal of the averments of the application that the trust is a private trust and the property is a devottar property.

In view of the above, the instant case is not tenable u/s 34 of Indian Trust Act.

However, it is made clear that the petitioners do not require any permission from this court for development of the case land which is a devottar property or its transfer for the over all benefit of the delty.

In view of the above, the instant case should be dismissed as it is not maintainable.

Hence, it is

Ordered

That the Misc Case be dismissed as it is not maintainable u/s 34 of Indian Trust Act. However, the petitioners do not require any permission from the court to develop the devottar property or transfer any portion of it for the over all benefit of the delty.

D/C by me.


District Judge, Alipore.


District Judge, Alipore.

3/1



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

GRN: 192019200124993472

Payment Mode : Counter Payment

GRN Date: 19/12/2019 17:59:36

Bank : State Bank of India

DEPOSITOR'S DETAILS

Name : MR MD MONIRUL ISLAM Id No. : 16051000248803/11/20
Contact No. MULICK
E-mail : Mobile No. +91 9804242622
Address : 1 Pemantle Street Kolkata
User Type : Others

Query Year

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16051000248803/11/2019	Property Registration- Registration Fees	0030-03-104-001-16	65021
2	16051000248803/11/2019	Property Registration- Stamp duty	0030-02-103-003-02	39021
			Total Amount	104042

In Words : Rupees One Lakh Four Thousand Forty Two Only.



Note: Produce this challan to any branch State Bank of India. Please ensure, to make your payment within 26/12/2019 (banking hours). This challan form shall be invalid after 26/12/2019

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

GRN: 19-201920-012499347-2 Payment Mode Counter Payment
GRN Date: 19/12/2019 17:59:36 Bank : State Bank of India
BRN : 90009853 BRN Date: 20/12/2019 00:00:00

DEPOSITOR'S DETAILS

Id No. : 16051000248803/11/2019
[Query No./Query Year]
Name : MR MD MONIRUL ISLAM MULLICK
Contact No. : Mobile No. : +91 9804242622
E-mail :
Address : 1 Pemantle Street Kolkata
Applicant Name : Mr PRABIR DEY
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 11

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16051000248803/11/2019	Property Registration- Stamp duty	0030-02-103-003-02	39021
2	16051000248803/11/2019	Property Registration- Registration Fees	0030-03-104-001-16	65021

In Words : Rupees One Lakh Four Thousand Forty Two only

Total

104042

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

GRN: 192019200132825091

GRN Date: 27/12/2019 17:00:00

BRN: CKL7378985

Payment Mode Online Payment

Bank: State Bank of India

BRN Date: 27/12/2019 17:00:30

DEPOSITOR'S DETAILS

Id No. : 16051000248803/16/2019

[Query No./Query Year]

Name : RADHESHYAM SAHA

Contact No. : Mobile No. : +91 9239167495

E-mail :

Address : 2 H 2 TALTALA LANE ENTALLY KOLKATA 700014

Applicant Name : Mr PRABIR DEY

Office Name :

Office Address :

Status of Depositor : Buyer/Claimants

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 16

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	16051000248803/16/2019	Property Registration- Stamp duty	0030-02-103-003-02	35000

Total

35000

In Words : Rupees Thirty Five Thousand only

Major Information of the Deed

Deed No :	I-1605-07488/2019	Date of Registration	27/12/2019
Query No / Year	1605-1000248803/2019	Office where deed is registered	
Query Date	27/11/2019 5:51:37 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	PRABIR DEY ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9239167495, Status : Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 65,00,000/-]		
Set Forth value	Market Value		
Rs. 3/-	Rs. 3,23,02,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article 48(g))	Rs. 65,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip. (Urban area)		

Land Details :

District: South 24-Parganas, P.S.- Gariahat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Hindusthan Park Road, Premises No: 20/1, Ward No: 086 Pin Code : 700029

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1			Bastu	4 Katha 14 Chatak	1/-	3,16,87,500/-	Property is on Road
Grand Total :				8.0438Dec	1 /-	316,87,500 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	700 Sq Ft.	1/-	5,25,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 700 Sq Ft., Commercial Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
S2	On Land L1	300 Sq Ft.	1/-	90,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		1000 sq ft	2 /-	6,15,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ANNAPURNA 20, HINDUSTHAN PARK, P.O:- SARAT BOSE ROAD, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029 , PAN No.:: AAEAA0584A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	R. S. CONSTRUCTION 97/C, TALTALA LANE, P.O:- ENTALLY, P.S:- Taltola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700014 , PAN No.:: AKZPS9689Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr BUDDHADEV BISWAS (Presentant) Son of Late SATYENDRA NATH BISWAS 22A, SOUTH END PARK, P.O:- SARAT BOSE ROAD, P.S:- Lake, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AHEPB7098N, Aadhaar No: 64xxxxxxxx0083 Status : Representative, Representative of : ANNAPURNA (as SECRETARY)
2	Mr RADHESHYAM SAHA Son of Late HARI PADA SAHA 2/H/2, TALTALA LANE, P.O:- ENTALLY, P.S:- Taltola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700014, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKZPS9689Q, Aadhaar No: 61xxxxxxxx4728 Status : Representative, Representative of : R. S. CONSTRUCTION (as PROPRIETOR)
3	Mrs ABARNA MUKHERJEE, (Alias Name: Mrs ABARNA GHOSH) Wife of Mr PINAKI MUKHERJEE 20, HINDUSTHAN PARK, P.O:- SARAT BOSE ROAD, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, , PAN No.:: BAUPG3296F, Aadhaar No: 21xxxxxxxx2009 Status : Representative, Representative of : ANNAPURNA (as TRUSTEE AND BENEFICIARY)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr PRABIR DEY Son of Late HARENDRA DEY ALIPORE POLICE COURT, P.O:- ALIPORE, P.S:- Alipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700027			
Identifier Of Mr BUDDHADEV BISWAS, Mr RADHESHYAM SAHA, Mrs ABARNA MUKHERJEE			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	ANNAPURNA	R. S. CONSTRUCTION-8.04375 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	ANNAPURNA	R. S. CONSTRUCTION-700.00000000 Sq Ft

Transfer of property for S2

Sl.No	From	To. with area (Name-Area)
1	ANNAPURNA	R. S. CONSTRUCTION-300.00000000 Sq Ft

Endorsement For Deed Number : I - 160507488 / 2019

On 27-11-2019

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,23,02,500/-



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

On 26-12-2019

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

Presented for registration at 18:50 hrs on 26-12-2019, at the Private residence by Mr BUDDHADEV BISWAS ,

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

Execution is admitted on 26-12-2019 by Mr BUDDHADEV BISWAS, SECRETARY, ANNAPURNA (Trust), 20, HINDUSTHAN PARK, P.O:- SARAT BOSE ROAD, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029

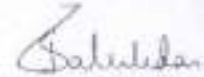
Identified by Mr PRABIR DEY, , Son of Late HARENDRA DEY, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Others

Execution is admitted on 26-12-2019 by Mr RADHESHYAM SAHA, PROPRIETOR, R. S. CONSTRUCTION (Sole Proprietorship), 97/C, TALTALA LANE, P.O- ENTALLY, P.S:- Taitola, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700014

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

Execution is admitted on 26-12-2019 by Mrs ABARNA MUKHERJEE, . Mrs ABARNA GHOSH TRUSTEE AND BENEFICIARY, ANNAPURNA (Trust), 20, HINDUSTHAN PARK, P.O:- SARAT BOSE ROAD, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700029

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



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

On 27-12-2019

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 65,021/- (B = Rs 65,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 65,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/12/2019 12:00AM with Govt. Ref. No: 192019200124993472 on 19-12-2019, Amount Rs: 65,021/-,

Bank: State Bank of India (SBIN0000001), Ref. No. 90009853 on 20-12-2019, Head of Account 0030-03-104-001-16
Online on 27/12/2019 5:00PM with Govt. Ref. No: 192019200132825091 on 27-12-2019, Amount Rs: 0/-, Bank: State

Bank of India (SBIN0000001), Ref. No. CKL7378985 on 27-12-2019, Head of Account

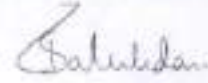
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 1,000/- by online = Rs 74,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1566, Amount: Rs.1,000/-, Date of Purchase: 19/12/2019, Vendor name: Jayanta Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 20/12/2019 12:00AM with Govt. Ref. No: 192019200124993472 on 19-12-2019, Amount Rs: 39,021/-,
Bank: State Bank of India (SBIN0000001), Ref. No. 90009853 on 20-12-2019, Head of Account 0030-02-103-003-02
Online on 27/12/2019 5:00PM with Govt. Ref. No: 192019200132825091 on 27-12-2019, Amount Rs: 35,000/-, Bank:
State Bank of India (SBIN0000001), Ref. No. CKL7378985 on 27-12-2019, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2020, Page from 2156 to 2236

being No 160507488 for the year 2019.



Sukanya Talukdar

Digitally signed by SUKANYA
TALUKDAR

Date: 2020.01.06 15:45:42 +05:30

Reason: Digital Signing of Deed.

(Sukanya Talukdar) 2020/01/06 03:45:42 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)