

OT AUG 2018.

6746 Sandhya Datha + Anr. 90, Sontoshpur East Road Kor Das p.o- sontoshpur. Alipur Collectorate, 24 Pgs. (SI SUBHANKAR DAS STAMP VENDOR 6746 = S000X1 = 5000+ Alipur Police Court, Kol-27 Sommysdap Rosia V-4.T.1 MAYA CONSTRUCTION Sound Proprietor Sandleya e. Sudin 24 Parganas 1 0 AUG 2018

Kenner Bu. Stolete Allin Ca. Der. 2. Kensissergente lond. Ko) Kelie - J.J. Basiners. (1) SMT. SANDHYA DATTA PAN No.ACRPD4109Q, Wife of Sri Sukumar Datta, by religion - Hindu, by occupation - Business, Citizen Indian, residing at 190, Santoshpur East Road, P.O. Santoshpur Kolkata 700075, Police Station formerly PUrba Jadavpur, at present Survey Park, in the District of South 24 Parganas and (2) SMT. TAPATI GHOSH, PAN NO.AFWPG1348G, Wife of Sri Subuddha Ghosh, by religion Hindu, by occupation Business, Citizen Indian, residing at 34, Lake East 6th Road, P.O. Santoshpur Kolkata 700075, Police Station formerly Purba Jadavpur, at present Survey Park, in the District of South 24 Parganas, hereinafter jointly called and referred to as the "LAND OWNERS" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigness) of the QNE PART:

#### AND

M/S. MAYA CONSTRUCTION. PAN No.AHMPD4978P, a Sole Proprietorship firm, having it's registered Office at 190. Santoshpur East Road, P.O. Santoshpur, Kolkata 700075, Police Station formerly Purba Jadavpur, at present Survey Park, in the District of South 24 Parganas, represented through it's sole Proprietor namely SRI SOUMYADEEP DATTA, PAN No.AHMPD4978P Son of Sri Sukumar Datta, by religion Hindu, by occupation Business, Citizen Indian, residing at 190, Santoshpur East Road, P.O. Santoshpur, Kolkata 700075, Police Station formerly Purba Jadavpur, at present Survey Park, in the District of South 24 Parganas, hereinafter called and referred to as the "DEVELOPER/CONTRACTOR" (which terms or expression shall unless excluded by or repugnant to the subject or context

be deemed to mean and include it's executors, administrators, legal representatives, successor-in-office, successor-in-interest and assignees) of the <u>OTHER PART;</u>

WHEREAS one Dinabandhu Das was the sole and absolute owner and while sufficiently seized and possessed and enjoying the total land measuring about 10 Cottahs, be the same a little more or less under Pargana Khaspur, District Collectorate Touzi No.56, J.L. No.25, within the former Sub Registrar Office at Alipore, at present Sealdah, District Sub Registrar Office at Alipore, under R.S. Dag Nos.102 and 103 of R.S. Khatian Nos.105 and 106 of Mouza Nayabad, which is at present within the jurisdiction of Kolkata Municipal Corporation, under Ward No.109 and started enjoying the same by paying taxes thereof.

AND WHEREAS subsequently while the aforesaid Dinabandhu Das was sufficiently seized and possessed and enjoying the aforesaid total land measuring about 10 Cottahs more or less sold his right, title, claim and interest of the aforesaid total land measuring about 10 Cottahs 0 Chattak 0 Sq.ft. more or less under the aforesaid R.S. Dag Nos.102 and 103 of R.S. Khatian No.105 and 106 of the said Mouza Nayabad unto and in favour of Birendra Kumar Bhowmick, Son of Late Jagabandhu Kumar Bhowmik of 5/7, Bijoygarh, Kolkata 700032 by a registered Deed of Conveyance of the year 1980.

AND WHEREAS the aforesaid registered Deed of Conveyance of the year 1980 has been duly executed and registered in the office of the Sub Registrar Office at Alipore, District 24 Parganas and duly recorded in Book No.1, Being No.4859 for the year 1980. AND WHEREAS Accordingly the aforesaid Birendra Kumar Bhowmik became the sole and absolute owner of the aforesaid total land measuring about 10 Cottahs 0 Chattak 0 Sq.ft. more or less under R.S. Dag Nos.102 and 103 of R.S. Khatian Nos.105 and 106 of the said Mouza Nayabad and started enjoying the same free from all encumbrances by paying taxes thereof.

AND WHEREAS subsequently while the aforesaid Birendra Kumar Bhowmik was sufficiently seized and possessed and enjoying the aforesaid total land measuring about 10 Cottahs 0 Chittak 0 Sq.ft. more or less under the aforesaid Mouza, Dags and Khatian sold his right, title, claim and interest of the aforesaid total land measuring about 2 Cottahs 8 Chattaks 0 Sq.ft. more or less unto and in favour of Sri Ajit Kumar Ukil, Son of Late Jatish Chandra Ukil of then Mousumi Irrigation Office, Kakdwip by a registered Deed of Conveyance dated 28.10.1980.

AND WHEREAS the aforesaid registered Deed of Conveyance dated 28.10.1980 has been duly executed and registered in the office of the District Sub Registrar Office at Alipore, 24 Parganas and duly recorded in Book No.I, Volume No.296, pages No.70 to 73 Being No.8761 for the year 1981.

AND WHEREAS accordingly the aforesaid Sri Ajit Kumar Ukil became the sole and absolute owner of the aforesaid total land measuring about 2 Cottahs 8 Chittaks 0 Sq.ft. more or less under the aforesaid R.S. Dag Nos.102 and 103 of R.S. Khatian Nos.105 and 106 of Mouza Nayabad and started enjoying the same after mutating his name with the records of then Calcutta now Kolkata Municipal Corporation, under Assessee No.31-109-08-2966-3 and being Kolkata Municipal Corporation Premises

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No.521, Nayabad, Kolkata formerly 700078 at present 700094, and started enjoying the same by paying taxes thereof.

AND WHEREAS one Sri Sunil Chandra Nandi and Sri Ramendra Kumar Nandi both sons of Late Lokenath Nandi of 4/212, Gandhi Colony, Jadavpur, Kolkata 700040 were the joint owners and sufficiently seized and possessed of the total land measuring about 1 Bigha be the same a little more or less under Pargana Khaspur, J.L. No.25, Touzi No.56, under R.S. Dag Nos.102 and 103 of R.S. Khatian Nos.105 and 106 of Mouza Nayabad by way of purchased from the then owners namely Shiba Pada Mondal and others by a registered Deed of Conveyance for the year 1972.

AND WHEREAS the aforesaid registered Deed of Conveyance of the year 1972 has been duly executed and registered in the office of the District Sub Registrar Office at Alipore, 24 Parganas and duly recorded in Book No.I, Volume No.77, pages No.242 to 247 Being No.3075 for the year 1972.

AND WHEREAS accordingly the aforesaid Sri Sunil Chandra Nandi and said Sri Ramendra Kumar Nandi became the joint owners of the aforesaid total land measuring about 1 Bigha more or less under the aforesaid Moura, Dags and Khatians and while seized and possessed the same they jointly sold their right, title, claim and interest of remaining land after selling the aforesaid most of the plot of land being a portion measuring about 2 Cottahs 8 Chattaks 0 Sq.ft. more or less unto and in favour of Sri Ranjan Kumar Kayastha, Son of Sri Ram Lal Kayastha of 57, S.N. Banerjee Road, Kolkata 700014 by a registered Deed of Conveyance dated 27.03.1981.

AND WHEREAS the aforesaid registered Deed of Conveyance dated 27.03.1981 has been duly executed and registered in the office of the Sub Registrar Office at Alipore, 24 Parganas and duly recorded in Book No.I, Volume No.76, pages No.87 to 92, Being No.1626 for the year 1981.

AND WHEREAS accordingly the aforesaid Sri Ranjan Kumar Kayastha became the sole and absolute owner of the aforesaid total land measuring about 2 Cottahs 8 Chattak 0 Sq.ft. more or less under the aforesaid Mouza, Dags and Khatians and while seized and possessed the same sold his right, title, claim and interest of the aforesaid total land measuring about 2 Cottahs 8 Chittaks 0 Sq.ft. more or less unto and in favour of Smt. Ira Sengupta, Wife of Sri Dipak Ranjan Sengupta of 61/1, Jyotish Roy Road, Kolkata 700053 by a registered Deed of Conveyance date 22.12.1989 by virtue of a registered Power of Attorney dated 28.06.1988 which has been duly executed and registered in the office of the Sub Registrar Office at Alipore, District 24 Parganas, and duly recorded in Book No.IV, Being No.542 for the year 1988.

AND WHEREAS the aforesaid registered Deed of Conveyance dated 22.12.1989 has been duly executed and registered in the office of the District Sub Registrar Office at Alipore, South 24 Parganas and duly recorded in Book NO.I, Volume No.415, pages No.1 to 9, Being No.16677 for the year 1989.

AND WHEREAS accordingly the aforesaid Smt. Ira Sengupta became the sole and absolute owner of the aforesaid total land measuring about 2 Cottahs 8 Chattaks 0 Sq.ft. more or less under the aforesaid Mouza, Dags and Khatians and duly mutated her name with the records of then Calcutta now Kolkata Municipal Corporation, under Assessee No.31-109-08-611-70 and being Kolkata Municipal Corporation Premises No.3064, Nayabad, Kolkata 700094 and started enjoying the same by paying taxes thereof.

AND WHEREAS subsequently the aforesaid Sri Ajit Kumar Ukil and Smt. Ira Sengupta, while seized and possessed the aforesaid two adjacent separate plots of land being measuring about 2 Cottahs 8 Chattak 0 Sq.ft, and adjacent plot being land measuring about 2 Cottahs 8 Chittaks 0 Sq.ft. more or less i.e. total land measuring about 5 Cottahs more or less under R.S. Dag Nos.102 and 103 of R.S. Khatian Nos.105 and 106 of the said Mouza Nayabad they jointly sold their right, title, claim and interest of the aforesaid total land measuring about 5 Cottahs more or less together with tiled shed structure standing thereon being K.M.C. Premises No.521 and 3064, Nayabad, Kolkata 700094, unto and in favour of M/s. GREATER KOLKATA INFRASTRUCTURE LTD., having it's registered office at 75, Ballygunge Gardens, Kolkata 700029 under Police Station Gariahat, in the District of South 24 Parganas, represented by its three Directors namely (1) Sri Subir Dutta, Son of Late Sukumar Dutta of 49/58, Prince Golam Mohammad Shah road, kolkata 700033, (2) Sri Bimalendu Rakshit, Son of Late Sukhendu Bikash Rakshit of 5/21, Chittaranjan Colony, Kolkata 700032 and (3) Sri Nakhat Singh Agarwalla, Son of Sri Pradip Singh Agarwalia of 99/1B, Lake Terrace, Kolkata 700029, under Police Station Gariahat, in the District of South 24 Parganas, by a registered Deed of Conveyance dated 23.07.2010.

AND WHEREAS the aforesaid registered Deed of Conveyance dated 23.07.2010 has been duly executed and registered in the District Sub Registrar Office No.III at Alipore, South 24 Parganas and duly recorded in Book No.I, CD Volume No.11, pages No.1873 to 1887 Being No.05641 for the year 2010.

AND WHEREAS the aforesaid Sri Ajit Kumar Ukil, transferred his right, title through Sri Santosh Dutta, Son of late Radha Ballav Dutta of 16/1B, Joinuddin Mistry Lane, Kolkata 700027 by a registered Power of Attorney dated 23.5.1994 which has been duly executed and registered in the Office of the A.D.S.R. office at Alipore vide Book No.IV, Volume No.16, pages No.228 to 234, Being No.668 for the year 1994 and Smt. Ira Sengupta transferred her right, title, claim and interest through Sri Subir Dutta, one of the Director of the said M/s. Greater Kolkata Infrastructure Ltd., by virtue of a registered Power of Attorney dated 19.02.2003 which has been duly executed and registered in the office of the D.S.R. IV at Alipore and duly recorded in Book No.IV, Volume No.1, page Nos.215 to 222, Being No.00045 for the year 2003.

AND WHEREAS accordingly by way of aforesaid purchased said M/s. GREATER KOLKATA INFRASTRUCTURE LTD., became the sole and absolute owner of the aforesaid total Bastu land measuring about 5 Cottahs more or less along with a tiled shed chitebera structure standing thereon and while seized and possessed the same duly mutated it's name with the records of the Kolkata Municipal Corporation and accordingly the said Kolkata Municipal Corporation vide Receipt No.3141894 dated 10.09.2012 and vide Order dated 27.9.2010 w.e.f. 3/2010-2011

amalgamated the aforesaid two adjacent plots being land total measuring about 5 Cottahs more or less under a single Assessee No.31-109-08-6117-0 and being Kolkata Municipal Corporation Premises No.3064, Nayabad, Kolkata 700094 and started enjoying the same by paying taxes thereof.

AND WHEREAS subsequently while the aforesaid M/s. GREATER KOLKATA INFRASTRUCTURE LTD., was sufficiently seized and possessed and enjoying the aforesaid total land measuring about 5 Cottahs more or less along with a tiled shed chitebera structure standing thereon, lying and situated at Kolkata Municipal Corporation Premises No.3064, Nayabad, Kolkata 700094 by virtue of a registered Deed of Conveyance dated 21st June, 2013 sold it's right, title, claim and interest of the said 5 Cottahs 0 Chattak 0 Sq.ft. of land together with Tiled shed chitebera structure standing thereon unto and in favour of (1) Smt. Sandhya Datta and (2) Smt. Tapati Ghosh, the land owners i.e. the party of the one part herein, for the then valuable consideration mentioned therein.

AND WHEREAS the aforesaid registered Deed of Conveyance dated 21.6.2013 has been duly executed and registered in the office of the District Sub Registrar Office No.III at Alipore, South 24 Parganas and duly recorded in Book No.I, CD Volume No.11, pages from 8444 to 8466 Being No.05745 for the year 2013.

AND WHEREAS by way of aforesaid purchased said (1) Smt. Sandhya Datta and (2) Smt. Tapati Ghosh, the land owners i.e. the party of the one part herein have become the joint owners in respect of ALL THAT piece and parcel of a Bastu land measuring about 5 Cottahs 0 Chittak 0 Square feet, be the same a little

more or less, together with tiled shed chitebera structure standing thereon, under Pargana Khaspur, Re : Su No.3, District Collectorate Touzi no.56, J.L. No. 25, of Mouza Navabad, under R.S. Dag Nos.102 and 103 of R.S. Khatian Nos.105 and 106, within the former Sub Registrar Office at Alipore, at present Scaldah, District Sub Registrar Office at Alipore, which is at present within the jurisdiction of Kolkata Municipal Corporation, under K.M.C. Ward no.109, under Assessee No.31-109-08-6117-0 and being Kolkata Municipal Corporation Premises no. 3064, Nayabad, Kolkata 700094, under Police Station Purba Jadavpur, in the District of South 24 Parganas, more fully described in the First Schedule hereunder written and duly mutated their names jointly with the records of the Kolkata Municipal Corporation, under Assessee No.31-109-08-6117-0 and being Kolkata Municipal Corporation Premises no. 3064, Nayabad, Kolkata 700094, under Police Station Purba Jadavpur, in the District of South 24 Parganas, and they jointly started to enjoy the same by paying taxes thereof.

AND WHEREAS at this stage the land owners i.e. the party of the one part herein jointly intended to develop the said <u>FIRST SCHEDULE</u> property by constructing a G + IV building thereon, but owing to lack of technical knowledge they were in search of a Developer for constructing of a G + IV building upon the aforesaid First Schedule property at it's own costs after demolishing the existing structure i.e. tiled shed structure standing thereon;

AND WHEREAS after coming to know the said intention of the Land Owners i.e. the party of the one part herein, the Developer i.e. the party of the other part herein with an offer to develop the

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said First Schedule property at the cost and expenses of the Developer herein and in such a manner as to serve the purpose of the Land Owners in terms of their requirement entered into this Development Agreement under certain terms and condition hereunder written;

AND WHEREAS the Developer i.e. the party of the other part herein has been informed about the acceptance of the proposal of developing the said <u>FIRST SCHEDULE</u> property by constructing Owner ship Apartments on the said land measuring about 5 Cottahs 0 chittak 0 square feet, more or less and has proposed the Developer, herein, to undertake the said development work and the Developer, herein, upon making inspection and search become satisfied to the marketable title of the said land of the <u>FIRST SCHEDUEL</u> property and the Developer have agreed with the said proposal of the Land Owners under certain terms and conditions concerning the project and finally entering into this registered Agreement.

AND WHEREAS the parties are desirous of recording the said terms and conditions and stipulations in writing such as to avoid future complication, if any.

## NOW THIS AGREEMENT WITNESSETH as follows:ARTICLE - I (DEFINATION)

LAND:

Shall mean and include <u>ALL THAT</u> piece and parcel of a Bastu land measuring about 5 Cottahs 0 Chittak 0 Square feet, be the same a little more or less, together with a tiled shed chitebera structure standing thereon, measuring about 100 Sq.ft. under Pargana Khaspur, Re: Su No.3,

District Collectorate Touzi no.56, J.L. No. 25, of Mouza Nayabad, under R.S. Dag Nos.102 and 103 of R.S. Khatian Nos.105 and 106, within the former Sub Registrar Office at Alipore, at present Sealdah, District Sub Registrar Office at Alipore, which is at present within the jurisdiction of Kolkata Municipal Corporation, under K.M.C. Ward no.109, under Assessee No.31-109-08-6117-0 and being Kolkata Municipal Corporation Premises no. 3064, Nayabad, Kolkata 700094, under Police Station Purba Jadavpur, in the District of South 24 Parganas, whereupon the parties herein are propose to crect the G + IV storied building.

BUILDING:

Shall mean the proposed G + IV storied building proposed to be constructed on the <u>FIRST</u>
<u>SCHEDULE</u> premises.

SANCTION PLAN: Shall mean the plan for the proposed construction of the new building and other structures as may be sanctioned by the Kolkata Municipal Corporation and other Authorities, in respect of the maximum possible floor area ratio available as per building rules and laws of the Kolkata Municipal Corporation.

THE DEVELOPER

Shall mean M/S. MAYA CONSTRUCTION, a Sole Proprietorship firm, having it's registered Office at 190, Santoshpur East Road, P.O. Santoshpur, Kolkata 700075, Police Station formerly Purba

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Jadavpur, at present Survey Park, District South 24 Parganas, represented through it's sole Proprietor namely SRI SOUMYADEEP DATTA, Son of Sri Sukumar Datta, residing at 190, Santoshpur East Road, P.O. Santoshpur, Kolkata 700075, Police Station formerly Purba Jadavpur, at present Survey Park, in the District of South 24 Parganas,

THE LAND OWNERS Shall mean (1) SMT. SANDHYA DATTA Wife of Sri Sukumar Datta, by religion — Hindu, by occupation — Business, Citizen Indian, residing at 190, Santoshpur East Road, P.O. Santoshpur, Kolkata 700075, Police Station formerly PUrba Jadavpur, at present Survey Park, in the District of South 24 Parganas and (2) SMT. TAPATI GHOSH, Wife of Sri Subuddha Ghosh, by religion Hindu, by occupation Business, Citizen Indian, residing at 34, Lake East 6th Road, P.O. Santoshpur, Kolkata 700075, Police Station formerly Purba Jadavpur, at present Survey Park, in the District of South 24 Parganas,

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COMMON AREAS & FACILITIES

Shall include the common areas and facilities of the proposed building for the use of Land Owners and/or Developer and/or it's nominees and all the occupiers of the flats/ floors, car parking spaces and other spaces of the said building, more fully described in the <u>FOURTH SCHEDULE</u> hereunder written.

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LAND OWNERS' ALLOCATION Shall mean ALL THAT piece and parcel of 50% F.A.R. of sanction plan of the proposed building out of which four self contained flats shall be jointly allotted to the land owners jointly in the following manner:-

- One self contained flat on the top floor, front portion and one self contained flat on the third floor, back portion of the building.
- One self contained flat on the third floor, front portion and one flat on the top floor, back portion of the building.
- iii) 50% F.A.R. of open car parking spaces on the Ground Floor as per sanctioned plan of the proposed building, proposed to be constructed on the first Schedule property together with proportionate share of land along with common areas and facilities available in the said building lying and situated at Kolkata Municipal Corporation Premises No. 3064, Nayabad, Kolkata Station Purba under Police 700094. Jadavpur, in the District of South 24 Parganas, properly described SECOND SCHEDULE hereunder written.

Apart from the aforesaid four flats and 50% F.A.R. of open car parking spaces (i) the developer shall pay a sum of Rs.8,00,000/- (Rupces eight lacs) only towards a refundable amount on or before

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handing over the owner's allotted share to the party of the one part. The developer shall pay the said amount of Rs.8,00,000/- (Rupees eight lacs) only to the land owners herein on the date of signing and execution of this agreement (ii) The developer shall pay further amount of Rs.1,00,000/- (Rupees one lac) only to the land owners as refundable amount on or after November, 2018 which will be refundable on or before handing over the owner's allotted share (iii) The developer shall pay an amount of Rs.1,00,000/- (Rupees one lac) to the land owners herein within November, 2018 as forfeited amount, which is non-refundable.

#### Developer's allocation

shall mean ALL THAT piece and parcel of remaining 50% F.A.R. of the sanction plan of the proposed building (excluding the owners' allocation as mentioned in the Second Schedule) will be the area of the Developer's allocation together with undivided proportionate share of land of the First Schedule property along with the common areas and facilities available in the said building lying and situated at K.M.C. premises no. 3064, Nayabad, Kolkata 700094, Police Station Purba Jadavpur, District South 24 Parganas, properly described in the THIRD SCHEDULE hereunder written.

ARCHITECT

Shall mean any qualified person or persons or firm appointed or nominated by the Developer at it's own cost as architect or architects for the building to be constructed on the said premises.

BUILDING PLAN Shall mean the plan that is to be prepared by the Architect and duly approved by both the Land Owner and the Developer herein and subsequently sanction for construction of the said G + IV storied building by the Kolkata Municipal Corporation as per the Kolkata Municipal Corporation Rules and Regulations and/or modification thereof as may be done by the Developer with the prior consent of the Land Owner herein.

FLOOR AREA RATIO

AREA Shall mean the maximum floor area ratio available for construction of the proposed building on the said plot of land according to prevailing Kolkata Municipal Corporation's Building Rules and Regulations considering the total area of the said the premises no. 3064, Nayabad, Kolkata 700094, Police Station Purba Jadavpur, District South 24 Parganas.

BUILDING MATERIALS Shall mean the materials including Doors and windows and other fittings, fixtures for construction and completion of the proposed building properly described in the <u>SIXTH</u> <u>SCHEDULE</u> hereunder written.

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ENCUMBRA-NCES. Shall mean charges, liens, listeners, claims, liabilities, trusts, demands, acquisition and requisition.

COMMON EXPENSES Shall mean the expenses to be incurred by the parties, described in the <u>FIFTH SCHEDULE</u> hereunder written

TIME

The construction of the said proposed building shall be completed by the Developer/ Contractor herein within 30 (thirty) months from the date of getting sanction plan as well as possession of the first Schedule property by the Developer/ Contractor from the Land Owners after obtaining sanction of the relevant building plan from the Kolkata Municipal Corporation.

### ARTICLE II ( DEVELOPMENT )

The Developer herein shall develop the said premises on the terms herein agreed and in the manner as follows:-

- By obtaining necessary sanctions and/or permission from the Kolkata Municipal Corporation and other appropriate environment department and Authorities.
- By erecting and/or constructing the said building on or upon the said First Schedule land and to commercially exploiting the premises and/or the building.
- By retaining, selling, transferring and/or otherwise disposing of the Developer's allocation in favour of the

intending buyer /buyers of the flats, car parking spaces and other spaces along with other common spaces of the building and also to receive, realise, recover and appropriate the consideration thereof.

- 4. That after inspection of the marketable title and possession of the Land Owners, the Developer, the party of the other part, herein, has entered into this agreement with the Land Owners. If any defect in respect of title and possession of the Land Owners be detected in that event the Land Owners shall rectify the same at the earliest at the cost of the land Owners. Be it clear that in that event all the liabilities shall be borne by the Land Owner herein.
- The Land Owners have also represented that to the best of their knowledge the said premises is not affected by the provision of Urban Land (Ceiling & Regulation Act, 1976) and other lispendence.
- 6. The Land Owners shall provide the original title deeds and other original relevant papers in respect of the premises in the custody of the Developer the party of the other part shall issue accountable receipt and also allow inspections and permit making copies of taking extract of the original title deeds to the land Owners or their nominees or transferees and/or their solicitors as and when required.
- 7. That the Land Owners hereby agree to handover the original title deed or deeds and all other relevant papers in respect of the premises to the Developer for the purpose of sanctioning the plan from the Kolkata Municipal

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- Corporation. All the expenses to be borne by the Developer herein.
- 8. That the Land Owners agree that after execution of this Agreement, the Land Owners shall not in any manner encumber, mortgage, sale, transfer, let out or otherwise deal with or dispose of the said premises or portion thereof within the stipulated period except in the manner as expressly provided.
- 9. The Land Owners hereby undertake that the Developer shall be entitled to construct and complete the said building on the said premises and to retain and enjoy the Developer allocation therein without any interruption or interruptions from the land Owners or any person or persons claiming under the Owners therein.
- 10. The Developer shall have right to give sub-contract to any person, firm, society or company to construct the proposed building on and upon the said premises strictly as per the sanctioned plan of the Kolkata Municipal Corporation but the land Owners shall not be liable for any consequence in this respect.
- 11. The Developer shall have right to transfer and/or sell it's allotted portion to any third party and the Developer shall also have right to accept the booking money and/or earnest money and/or full and final consideration in respect of it's allotted portion only.
- That the Land Owners shall be liable to pay and clear up all the taxes, if any, due to the Kolkata Municipal

Corporation upto giving possession of the said premises to the Developer herein for the purpose of taking all necessary measures towards construction and completion of the said proposed building.

13. In carrying out the said development work and/or construction of the said proposed building herein, the Developer shall keep the Land Owners indemnified from and against all third party claims or compensations and actions due to any act or commission or omission of the Developer or any accident in or related to the construction of the building including all sale taxes and income tax, Kolkata Municipal Corporation Taxes, liabilities, if any, under any circumstances, the Land Owners shall not be held responsible for any accident or accidents that might take place during the period of construction.

#### ARTICLE III (EXPLORATION RIGHT)

1. The Developer, the party of the other part in consultation with the Land Owners shall be entitled to cause all such changes from time to time or modifications to be made in the place as shall be required by the Kolkata Municipal Corporation or the Government or any other Authorities as aforesaid or to comply with such sanction, permissions, clearance and approved as aforesaid all costs, expenses and payment required for the preparation and sanction of the plan shall be paid and borne by the Developer, the party of the other part, provided always that the Developer shall be entitled to all appropriate refunds of payment

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and/or deposits made by the Developer to the concerned Authorities for peaceful start of the construction as per the Kolkata Municipal Corporation sanctioned plan.

 The Developer shall abide by all the prevailing laws, rules and regulations of the Government, local bodies as the case may be and shall attend to answer and be responsible for complying with by-laws rules and regulations.

#### ARTICLE IV (DEVELOPER/CONTRACTOR)

- 1. The Developer, the party of the other part, herein, shall at it's own cost construct the building on or upon the said First Schedule land in accordance with the sanction plan without any hindrance or disturbance by or on behalf of the Land Owners or any person claiming under him. The Developer, the party of the other part shall ensure that the building shall be made of standard building materials, as per Work Specification more fully described in the Sixth Schedule hereunder written.
- 2. The Developer, the party of the other part shall be entitled to at it's own cost to apply for and obtain temporary and/or permanent connection of water sewerage, electricity telephone and/or gas and other public utilities and facilities to the said premises and/or the said building at it's own name or it's nominees and/or in the name of the Land Owner always safeguarding the interest of the Land Owners as it shall deem necessary for the purpose of construction of the building only. The Land Owners shall sign, execute and deliver all papers and applications signing under consent and approval to enable the

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developer to obtain such public utility services and other facilities. The occupancy and completion certificates of the building shall be collected by the Developer, party of the other part, herein, before giving possession to the land Owners, the party of the one part, herein, in respect of the flats and car parking spaces and other spaces of the proposed building.

- 3. The Developer, the party of the other part undertake to complete the construction of the building within 30 (thirty) months from the date of obtaining sanction plan from the Kolkata Municipal Corporation and to construct the building strictly as per plan sanctioned by the Kolkata Municipal Corporation and also as per the work specification written hereunder.
- 4. After completion of the proposed building within the stipulated period or earlier in or upon the First Schedule land comprised in the said premises in the manner aforesaid and on getting possession of the land Owners' allocation, the Land Owners shall as and when required by the Developer execute and register Deed of conveyances of the allotted portion of the Developer in the said building in favour of the Developer or it's nominee at the cost of the Developer or it's nominees and/or in favour of the intending buyers.
- The intending purchaser or purchasers of the flats, car
  parking spaces and other space of the said building shall
  form an association or society for maintenance of the
  common and easement services for the proposed building

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in such a manner as may be required by the land Owners.

The Developer shall cause all it's purchasers or their assigns to join in and be bound by the same.

#### ARTICLE V (Liabilities and Responsibilities by the Developer)

- 1. The Developer, the party of the other part shall pay all the expenses to be incurred towards obtaining sanction of the proposed building plan from the Kolkata Municipal Corporation including the expenses towards the fees of the Architect, soil testing, mixture expenses cost of boundary walls etc. whatsoever shall become necessary for the purpose of construction of the proposed building. The Developer shall be held sole responsible for any accident that may take place during the period of the construction work.
- 2. From the date of getting possession of the land as specifically described under the First Schedule herein below from the Land Owners upto obtaining Completion Certificate from the Kolkata Municipal Corporation and thereafter till delivery of possession of the allotted flats, car parking spaces and other spaces to the land Owners, if any, Kolkata Municipal Corporation tax remain dues the Developer shall pay and clear up the said taxes as to be assessed by the Kolkata Municipal Corporation.

#### OWNER / OWNERS' OBLIGATION

 That the Land Ownershereby jointly declares that they are the joint Owners, seized and possessed of and/or well and sufficiently entitled to the said first schedule land

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measuring about 5 Cottahs 0 Chittaks 0 Sq.ft. be the same a little more or less, properly described in the First Schedule hereunder written, free from all encumbrances and the Land Owners have good marketable title in respect of the same.

- That the Land Owners have hereby given exclusive right to the Developer to undertake the new construction on the said premises to be constructed by the Developer in accordance with the plan or plans to be sanctioned by the Kolkata Municipal Corporation at the cost of the Developer.
- 3. That all applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary approval and sanction of the building plan and it's alteration/modification/verification of the sanctioned building plan from the appropriate Authorities has to be prepared signed and submitted by the Developer for and on behalf of the Land Owners at the cost of the Developer and if any alteration/modification on making further plans for construction of the proposed building are required the Land Owners shall give such permission in writing to the Developer.
- 4. The Land Owners hereby declare that they will not cause any interference or hindrance whatsoever in the construction of the said proposed building at the said premises by the Developer except in the event of knowing that the construction work of the proposed building is not being done as per specification, meant and herein and shall not do any act or thing whereby the Developer may be

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prevented from selling, assigning and/or disposing of any portion out of the property or portion out of the Developer's allocation in the newly constructed building to be erected at the said premises as mentioned above.

- That the Land Owners and the prospective purchaser and/or the nominee of the Developer shall have equal right on common areas and facilities of the said building as per Apartment Act, 1972.
- 6. The Land Owners shall be entitled to transfer or dispose of their own allocation in the said building along with the proportionate undivided share of the land and common facilities/amenities available to the said building to be constructed and enter into any agreement or sale of the Owners' allocation/portion of the flats and open car parking spaces and other spaces to any person or persons.
- 7. The Developer, the party of the other part, herein, shall be entitled to sale and/or dispose of flats, car parking spaces and other spaces along with common spaces together with proportionate undivided share in the said land after the construction is completed and after the possession of the land Owners' allotted portion of the said building is given to the Land Owners or at any suitable time of both the parties the Land Owners shall execute register Deed or Deeds of conveyance or conveyances in favour of the Developer or it's nominees and/or in favour of the intending buyers in respect of the Developer's allocation with such undivided proportionate share in the said land in respect of the Developer's allocation as and when

request by the Developer or it's nominee at the costs of the Developer or it's nominee and/or the intending buyers as the case may be.

#### ARTICLE VI (COMMON RIGHTS & OBLIGATIONS)

- The Developer shall bear and pay all rates and taxes and other outgoings in respect of the said premises from the date of getting the peaceful vacant possession till the date of delivery of possession of the land Owners' allotted portion in the said building to the Land Owner after completion of separation of taxes and individual electric meters installation.
- That during pendency of this agreement if the Land Owner passed away, their legal heirs/successors shall have to abide by the terms and conditions of this agreement without raising any objection and give full co-operation to the Developer. The Owners' allocation in that event shall remain unchanged.
- 3. The Developer shall have the exclusive right to look after, manage, supervise, conduct and do all and every act, deed, matter and things necessary for the purpose of developing the said First Schedule property in order to make it perfect in all respects for construction of a G + IV storied building thereon in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation at the cost of the Developer.

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- 4. The Developer shall be exclusively entitled to sell or dispose of it's respective share of the Developer's allocation with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the others.
- 5. As soon as the said building is completed the Developer upon obtaining the completion certificate from the Kolkata Municipal Corporation shall give written notice to the land Owners to take possession of the Owners' allocation in the said building and only from the date of delivery and at all times thereafter the land Owners shall be exclusively responsible for payment of taxes or property taxes and outgoings and composition whatsoever (hereinafter for the sake of brevity collectively referred to as "the said taxes") in respect of the said Owners' allocation only. Similarly on and from the said date the Developer shall be responsible for the said taxes in respect of the Developer's allocation. The said rates if levied on the building as a whole then and in such an event it shall be appropriated on pro-rata basis.
- On and from the date of getting possession of the land Owners' allocated portion of the said building in full from the developer, the land Owners or their nominee/ nominees as the case may be shall also be responsible to pay and shall forthwith pay on demand to the Apartment Owners' Association of the flat Owner s the service charges for the common utilities in the building subject to proper maintenance of the building in all respect payable in respect of the land Owners' allocation only and other

spaces out of the Developer's allocation shall also be responsible to pay and bear and shall forthwith pay the proportionate share on the same basis to the Apartment Owners' association.

#### ARTICLE VII (MISCELLANEOUS)

- 1. The Land Owners will execute and register a General power of attorney in favour of the Developer authorizing the said attorney to construct the building and to enter into agreement for sale of the Developer's share only by the Developer and or to sell and transfer the Developer's allotted share in respect of the proposed building to be constructed by the Developer herein to any third party intending purchasers as it's own choice and appoint architects, engineer, contractor, agent etc. and to represent the Land Owners before the Kolkata Municipal Corporation, Kolkata Development Authority, Kolkata Police, Fire Brigade or any other concerned authority or Authorities and to sign any application, scheme maps, drawings or any other writings, representations on that behalf and to appear before the concerned authority or Authorities and to undertake the construction of the building after obtaining due sanction of the plan of the proposed building from the Kolkata Municipal Corporation.
- THE LAND OWNERS or DEVELOPER as the case may be shall not be considered to be in breach of any obligation herein under to the extent that the performance in the relative obligation is prevented by the existence of Force Majeure. Force majeure shall as follows.

- a) COMPULSION OR ERRECTION RECOGNISED AS

  IRRESISTABLE AND SHALL INCLUDE flood,
  earthquake, riot, war severe abnormal storm,
  tempest, civil commotion, state wide strike, non
  availability of raw materials, labour problems, and
  any other act beyond the reasonable control of the
  party affected hereby but shall not include normal
  bad weather or processions etc.
- All taxes due to the Kolkata Municipal Corporation and charges to CESC Ltd. For consumption of electricity till the date of execution of the agreement shall be borne by the land Owners.
- All legal expenses including the drafting and execution of the instant agreement and the power of attornies and others if any shall be borne by the Developer.
- Expenses for the preparation of the plan of the proposed building as well as for it's sanction to be obtained from the Kolkata Municipal Corporation shall be borne by the Developer only.
- 6. After execution of the agreement all expenses including the cost of construction of the proposed building as per specifications mentioned below and corporation taxes, water tax, electric bills etc. shall be borne by the Developer exclusively from the date of getting the vacant possession of the first schedule land with structure for development. The land Owners under no circumstances whatsoever shall be liable for any expenses incurred or to be incurred for

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construction of the building till it is completed and the Land Owners' share are handed over to them.

- That the land owners and the Developer if require shall institute the Specific Performance of Contract Act regarding this contract.
- Courts at local jurisdiction shall have jurisdiction for settling any dispute/disputes arising out of this agreement.

#### FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of a Bastu land measuring about 5 Cottahs 0 Chittak 0 Square feet, be the same a little more or less, together with a tiled shed chitebera structure standing thereon, measuring about 100 Sq.ft. area more or less under Pargana Khaspur, Re: Su No.3, District Collectorate Touzi no.56, J.L. No. 25, of Mouza Nayabad, under R.S. Dag Nos.102 and 103 of R.S. Khatian Nos.105 and 106, within the former Sub Registrar Office at Alipore, at present Sealdah, District Sub Registrar Office at Alipore, which is at present within the jurisdiction of Kolkata Municipal Corporation, under Ward no.109, under Assessee No.31-109-08-6117-0 and being Kolkata Municipal Corporation Premises no. 3064, Nayabad, Kolkata 700094, under Police Station Purba Jadavpur, in the District of South 24 Parganas, which is butted and bounded as follows:-

ON THE NORTH: 3065, Nayabad, Kolkata 700094;

ON THE SOUTH: Vacant land being portion of R.S. Dag Nos. 102 and 103

ON THE EAST: Vacant land under R.S. Dag Nos.102 & 103

ON THE WEST: 60 Feet wide K.M.C. Road;

## THE SECOND SCHEDULE ABOVE REFERRED TO [OWNERS' ALLOCATION]

ALL THAT piece and parcel of 50% F.A.R. of sanction plan of the proposed building out of which four self contained flats shall be jointly allotted to the land owners jointly in the following manner:-

- One self contained flat on the top floor, front portion and one self contained flat on the third floor, back portion of the building.
- One self contained flat on the third floor, front portion and one flat on the top floor, back portion of the building.
- 50% F.A.R. of open car parking spaces on the Ground Floor as per sanction plan of the proposed building, proposed to be constructed on the first Schedule property together with undivided proportionate share of land along with common areas and facilities available in the said building lying and situated at Kolkata Municipal Corporation Premises No. 3064, Nayabad, Kolkata 700094, under Police Station Purba Jadavpur, in the District of South 24 Parganas.

# THE THIRD SCHEDULE ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

ALL THAT piece and parcel of remaining 50% F.A.R. of the sanction plan of the proposed building (excluding the owners' allocation as mentioned in the Second Schedule) will be the area of the Developer's allocation together with undivided proportionate share of land of the First Schedule property herein before stated along with the common areas and facilities available in the building lying and situated at K.M.C. premises no. 3064, Nayabad, Kolkata 700094, Police Station Purba Jadavpur, in the District South 24 Parganas.

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## THE FOURTH SCHEDULE ABOVE REFERRED TO (COMMON AREAS AND FACILITIES)

- i. The entire land underneath the building comprising lying and situated at and being premises, being Kolkata Municipal Corporation Premises No. 3064, Nayabad, Kolkata 700094, Police Station Purba Jadavpur, District South 24 Parganas, under Kolkata Municipal Corporation Ward no. 109.
- Common areas would be the roof underground, water reservoir, water tank on the roof, stair case, lift, septic tank, common meter space and common pump.
- The foundation column, girders, beams, supports main walls, roofs.
- iv. Walls corridors, lobbies, stairs, stair-ways, fire escapes water reservoir, septic tank, water tank, lighting, arrangements in the common areas and gate, stair ways and roof, entrances and existing of the building but excluding the corridors lobbies if any standing within any flats or apartment.
- v. Installations of common services as power, light, water sewerage, tanks, pumps, motors, compressors, pipes and duties and other apparatus and installations for the common use.
- vi. The open spaces around the area within the premises not meant for exclusive user and enjoyment of any particular person or apartment holders kept open to sky as per provisions of law.
- All other parts of the building necessary or convenient to it's existence, maintenance and safety or normally forming

parts of the main building not being exclusively held and enjoyed by any apartment Owners.

## [COMMON EXPENSES]

- I. That from getting the vacant possession of the land till completion of the building all expenses including the costs for legal expenses for execution of this agreement and power of attorney, obtaining sanction of the plan for the building from the Kolkata Municipal Corporation, Corporation tax, CESC electric bills, water tax, etc. shall be borne by the Developer only. The land Owners under no circumstances shall be liable for any expenses incurred or to be incurred for construction of the proposed building till it is completed and land Owner / Owners' share allocation are duly handed over by the Developer to the Land Owners.
- II. After getting possession of the flats, car parking spaces, and other spaces the taxes etc. shall be proportionately paid by the parties who get possession.
- III. The Developer shall pay and clear all dues to the Kolkata Municipal Corporation for the property i.e. lying and situated at Kolkata Municipal Corporation Premises No. 3064, Nayabad, Kolkata 700094, Police Station Purba Jadavpur, District South 24 Parganas, under Kolkata Municipal Corporation Ward no. 109, CESC for consumption of electricity from the date of getting the vacant possession of the land and structure till handing over the newly constructed flats and Car Parking spacesand other spaces to the concerned Owners. The legal expenses

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for drafting and execution of the Agreement and <u>POWER</u>

OF ATTORNEY and others if any shall be borne by the Developer.

- IV. If there be any dues payable by the Land Owners in respect of the Kolkata Municipal Corporation taxes, CESC dues it must be paid by the Developer, from the date of this Agreement.
- V. The Developer shall make over possession to the Land Owner of their respective separate flat and car parking spaces in the buildings on the said premises after making the building habitable with connection of water, electricity sewerage etc. at the cost of the Developer.

## SIXTH SCHEDULE ABOVE REFERRED TO

#### WORK SPECIFICATION

Structure

: The building shall have R.C.C. framed structure

of Escalated spread footing.

Foundation bedding

: P.C.C. (1: 3: 6) on 3" thick B.F.S.

Floor Bedding

: P.C.C. (1:3:6) Floor bedding 4" thick (average)

over 4" thick soling in Ground Floor finish,

skirting etc.

Floor

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: Marble/Tiles flooring to all rooms and 1800mm

glazed tiles to bath and 2' height glazed tiles

above cooking platform and sink.

Plaster

: That the outside of the building will have sand,

cement plaster (1:6) 3/4" thick (average) whereas the inside and the ceiling plaster will be 6mm thick (average) in (1: 4)

Doors & Windows :

- 1. Main entrance door
- a) Wooden panel door painted both sides
- b) Sal wooden door frame
- c) Aluminium tower bolt from inside & outside
- d) Electrical bell point
- e) Night latch
- 2. Other Doors
- a) Commercial flush door painted both sides
- b) Sal wooden door frame
- c) Aluminum tower bolt from inside
- d) P.V.C. Doors IN the Toilet and W.C.

Window

Anodized Aluminum Glass as per the approved design of the architect

Whitewash & colour wash

: The building shall be painted externally with snowcem. The inside of the each flat shall be finished with plaster of paris on the plastered surface.

Toilet & kitchen

: Toilet & W.C. : One European/Indian type white commode and plastic cistern. One wash basin and one shower point and two bib cocks

Kitchen one black granite sink in kitchen, one tap

Stair case and lift : Staircase room will be provided with steel window for light and ventilation as per design.

> Cabin for electric meter. Lift will be installed by GEE Elevators.

Roof

- 1. Concrete roof will be made by R.C.C. Structure
- 3 feet height parapet wall will be provided all around the roof

Electrical installation

- a) Each bed room 2 light points, 1 fan point 5
   Amp 2 plug points -(1 AC point in any one bed room
  - b) Living/dining room : 2 light points, 2 fan points - 5 amp 2 plug points - 15 amp
  - c) Kitchen: 1 light point, 1 exhaust fan point 5
     amp 2 plug points 15 amp
  - d) W.C.: 1 light point, 1 exhaust fan point
  - e) Each Balcony: 1 light point
  - f) Toilet: 1 light point, 1 exhaust fan point 5
     amp 2 plug points 15 amp

All wiring will be as per existing CESC/W.B.S.E.B. Regulations.

Water supply: One overhead reservoir will be provided on the top of the last roof as per design. The suitable electrical pump with motor will be installed at the ground floor to deliver water to overhead reservoir from the underground water reservoir.

Compound: Standard height compound wall to be made existing road level. M.S. Grill gate as per approved design of the Architect and Will be painted both sides. All the above technical specifications are subject to be approved by K.M.C. authority and with necessary modification/alteration if any.

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Any extra work other than the work schedule (without any deviation of the sanctioned building plan) required by the Land Owner s herein shall be done at their own costs and expenses.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands, seals and signatures on the day, month and year first above written.

#### WITNESSES:-

1. Kimjar du. 840 Late Adhin CA. Das. 2, Kabi surjoulta lune. Molynta - 75.

Smothya Datia. Tapati Shogh

Arup Kimar Ghell. (ARUP KUMAR GHOSH)

Advocate Enrolment No.F-220/233 of 1994 Alipore Judges' Court, Kolkata 700027

SIGNATURE OF THE DEVELOPER / CONTRACTOR

Typed by me :-

Drafted by me :-

Roju Saka Alipore Judges' Court, Kolkata 700027

# apati Stresh

#### MEMO

RECEIVED a sum of Rs.8,00,000/- (Rupees eight lacs) only by the land owner from the Developer i.e. the other part herein as refundable amount in the following manner:-

Sl. No	Cheque No.	Date	Bank / Branch	Amount
1.	001316	10.8.2018	Allahabad Bank, Santoshpur Br.	Rs.3,00,000/-
2.	001317	10.08.2018	Allahabad Bank, Santoshpur Br.	Rs.3,00,00/-
3.	001318	10.08.2018	Allahabad Bank, Santoshpur Br.	Rs.2,00,000/-
			Total	Rs.8,00,000/-

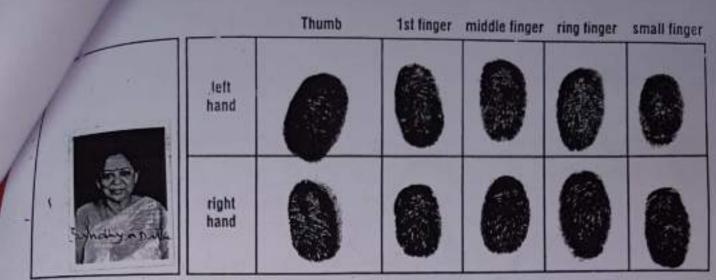
(Rupees eight lacsonly)

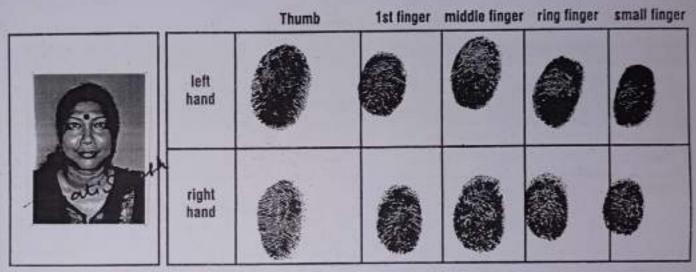
WITNESSES:-

2. Kright and

Tapati Slogh

SIGNATURE OF THE LAND OWNER





Name TAPATI GHOSH Signature Tapati Stock

		Thumb	1st finger	middle finger	ring finger	small finger
	left hand					
So. To	right hand					

Name SOUMYADEEP DATIA.
Signature Soumyoderp Rolling

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

GRN:

19-201819-027296787-1

Payment Mode

Online Payment

GRN Date: 08/08/2018 18:53:19

Bank: HDFC Bank

BRN:

582450834

BRN Date: 08/08/2018 18:54:18

DEPOSITOR'S DETAILS

d No.: 16301000221271/6/2018

[Query No./Query Year]

Name:

soumyadeep datta

Contact No. ;

Mobile No.:

+91 9903053199

E-mail:

Address:

190 santoshpur east road kol

Applicant Name :

Mr Arup Kumar Ghg

Office Name:

Office Address:

Status of Depositor:

Purpose of payment / Remarks

Development Agreement or Construction agreement

Payment No 6

PAYMENT DETAILS

Identification No. No.

Head of A/C Description

Head of A/C

Amount[ ?

16301000221271/6/2018

Property Registration Stamp duty

0030-02-103-003-02

5021

2 16301000221271/6/2018 Property Registration-Registration

0030-03-104-001-16

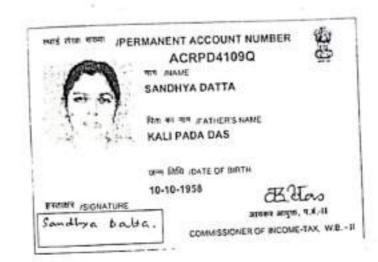
10053

In Words:

Rupees Fifteen Thousand Seventy Four only

Total

15074



Sandhya Datta.

इस कार्ड के को / मिल जाने पर कृष्णा जारी करने याले प्रधिकारी को सुकित / पापस कर दें सहायक आवकर आयुक्त, पी-7, धीनंपी रकदायर, कानकता - 700 069. In case this card is lest/found,kindly inform/return to the issuing authority : Assistant Commissioner of Income-tax, P-7, Choweingher Square, Calcutta- 700 069.



আধার – সাধারণ মানুষের অধিকার

Sandhya Data.



क्षित्रकार विशेष नामिकतर अविद्यानी dentification Authority of India

টকানা:, , সমোধপুর ইও ক্রেড সংক্রেপুর, সংক্রেপুর, ক্রেপ্রনার পতির করু

Address 190, SANTOSHPUR EAST ROAD, Santoshpur, Kolkata, Santoshpur, West Bengal, 700075

#### 6356 6899 8482





www.uidai.govi



Topati ghagh

इस कार्ड के सो / निज धाने पर कृष्ण आहें करमें वाले प्राधिकारी को सूचित / वाचार कर हैं संयुक्त आवार अनुसा(पदाति हवं तकनीकी), की.7, धोरंगी स्थ्वायर, कार्यक्ता - 700 069. In case this card is lest/found, kindly inform/return to the insuing authority: Joint Commissioner of Income-tax(Systems & Technical), p.7, Chowringhee Square, Calentia- 700 069.



#### भारत सरकार GOVERNMENT OF INDIA



Tapati Ghosh Year of Birth: 1966 Female



8986 2766 7584

आवार – आम आदमी का अधिकार Tapati ghogh



भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Address:

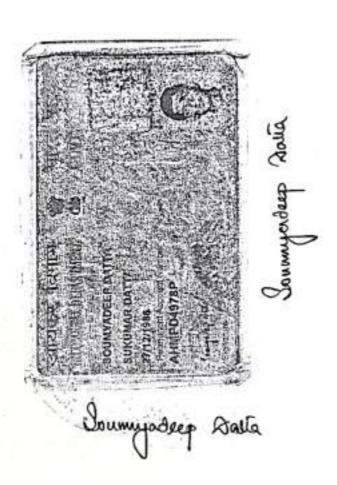
W/O Subuddha Ghosh, 34,, Lake East 6th Road; Near Old Mini Bus Stand, Santoshpur, Santoshpur S.O, Kolkata, West Bengal, 700075



1947



P.O. Box No. 1847 Bengaluru 560 50





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# ELECTION COMMISSION OF INDIA ভারতের নির্বাচন কমিশন

IDENTITY CARD

WB / 18 / 108 / 306325



Elector's Name निर्वाहरूड नाम Das Kinker माम किरकर

Father/Mother/ Husband's Name निरुप्तारम्थित सम

Adhir কাৰীৰ

Sex

M T:

Age as on 1.1.1995 3.3.3664-6 NOT 34

Vinday Dr.

Address

Kabi Sukanta Lane, Ward 103.Kasba. South 24 Pargenes

Dane

স্ববি সুকাত লেন, ওয়ার্ড ১০৩,কসবা, ম্বডিপ ২০ পরপর্বা

J. 204 314

Facsimile Signature Electoral Registration Office নিবাকনিকথন অধিকায়িক

For 108 -JADAVPUR

Assembly Constituency

১০৮ -খাদৰ পুর

विशानमधा निरोधन एकत

Place

Alipore

200

অৱলিপুর

Date

06.05.95

জাঠিব

24.60,60



# Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS, District Name :South 24-Parganas Signature / LTI Sheet of Query No/Year 16301000221271/2018

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt Sandhya Datta 190 Santoshpur East Road, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24- Parganas, West Bengal, India, PIN - 700075	Land Lord			Soudby a Duta.
SI No.	Name of the Executant	Category		Finger Print	Signature with date
2	Smt Tapati Ghosh 34, Lake East 6th Road, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24- Parganas, West Bengal, India, PIN - 700075	Land Lord			Tepatishogh 10.8.2018
SI No.	Name of the Executant	Category	n	Finger Print	Signature with date
3	190, Santoshpur East Road, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-	Represent ative of Developer [M S Maya Constructi on ]			Journage Berg

31 No.	Name and Address of identifier	Identifier of	Signature with
	Mr Kinkar Das Son of Late Adhir Chandra Das 2, Kabi Sukanta Lane, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075	Sml Sandhya Datta, Smt Tapati Ghosh, Mr Soumyadeep Datta	date \$101.80.01

(Sali Flosad
Bandoradhyay)
DISTRICT SUBREGISTRAR
OFFICE OF THE D.S.R. V SOUTH 24-PARGANAS
South 24-Parganas, West
Bengal



# Government of West Bengal Directorate of Registration & Stamp Revenue

# e-Assessment Slip

Query No / Year	1630-1000221271/2018	Office where deed will be registered		
Query Date	03/08/2018 11:19:07 AM	D.S.R V SOUTH 24-PARGANAS, District: South 24- Parganas		
Arup Kumar Ghosh Thana: Alipore, District: South 24-1 9830180447, Status: Advocate		Parganas, WEST BENGAL, PIN - 700027, Mobile No. :		
and the second s		Additional Transaction		
Transaction	A Construction			
[0110] Sale, Development Agreement or Construction agreement		Property, Receipt [Rs : 10,00,000/-]		
10.	The state of the s	Market Value		
Set Forth value	The Land of the Control of the Contr	Rs. 66,30,000/-		
Rs. 1,00,000/-	THE PROPERTY OF THE PROPERTY O			
Total Stamp Duty Payable	(SD)	10 052/ /Adiolo/F. E. B. M(b), 11)		
Rs. 10,021/- (Article:48(g))		Amount of Stamp Duty to be Paid by Non Judicial		
Mutation Fee Payable	Expected date of Presentation of Deed	Stamp		
	Wertsteller about the	Rs. 5,000/-		
	FOL FOLLERTY only ) fr	om the applicant for issuing the assement slip.(Urban		
Remarks	Received Rs. 50/- (FIFTY dray / area)			

District: South 24-Parganas, P.S.- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No. 3064, Ward No. 109 Land Details :

District: South 2 Nayabad, , Pren Schl Plot	Khauan	The second second	4.0	Area of Land	SetForth (alue (In Rs.)	Market Value (in Rs.)	Other Details
No Number	Number	Proposed Bastu	KON	5 Katha	70,000/-	68.00.000/-	Width of Approach Road: 60 Ft.,
L1	d Total:		_	8.25Dec	70,000 /-	66,00,000 /-	

Structure	Details	:
STITLING CALLS		

tructu Sch	Structure	Area of	Setforth Value (In Rs.)	(In Rs.)	Other Details
No	Details /	Structure		30,000/-	Structure Type: Structure
	On Land L1	/ 100 Sq Ft.	/30,000/-	30,000	

Gr. Floor, Area of floor: 100 Sq.Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent-of Completion: Complete

Totals	100 sq ft	30,000 /-	30,000 /-
Total:	100 94 1		

Somyodap Date



AS-1 of 3

ord Details :

Name & address	Status	Execution Admission Details :
Smt Sandhya Datta  Wife of Mr Sukumar Datta 190, Santoshpur East Road, P.O:- Santoshpur, P.S:- Purba Jadabpur, District: South 24-Parganas, West Bengal, India, PIN - 700075  Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACRPD4109Q, Status: Individual, Executed by: Self To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self
2 Smt Tapati Ghosh Wife of Mr Subudda Ghosh34, Lake East 6th Road, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFWPG1348G, Status:Individual, Executed by: Self , To be Admitted by: Self	Individual	Executed by: Self , To be Admitted by: Self

SI	veloper Details : Name & address	Status	Details : Executed by: Representative
	M S Maya Construction 190, Santoshpur East Road, P.O. Santoshpur, P.SPurba 190, Santoshpur East Road, P.O. Santoshpur, P.SPurba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075 PAN No.:: AHMPD4978P, Status :Organization, Executed by: Representative	Organiza	Executed by: 1.47

Representative D	Name & Address	- Representative of
Mr Soumyadeep Son of Mr Suku Purba Jadabput Sex Male By C AHMPB4978P	Datta par Datta190, Santoshpur East Road, P.O Santoshpur, P.S District:-South 24-Parganas, West Bengal, India, PIN - 700079 District:-South 24-Parganas, West Bengal, India, PAN No. aste: Hindu, Occupation: Business, Citizen of: India, PAN No.	M S Maya Construction (as Proprietor)

Kinkar Das		West Report India PIN
of Late Adhir Chandra Das	shour, P.S Purba Jadabpur, District:	South 24-Parganas, West Bengal, India, PIN - ndia, , Identifier Of Smt Sandhya Datta, Smt N
		idia, , identitis
pati Ghosh, Mr Soumyadeep Dat	tta .	N

Sommyadorp Date

AS-2 of 3

fine	ster of property for L1	To. with area (Name-Area)
SLNO	From - Smt Sandhya Datta	M S Maya Construction-4.125 Dec
1-	Smt Tapati Ghosh	M S Maya Construction-4.125 Dec
Trans	fer of property for S1	The state of the second st
	From	To. with area (Name-Area)
51.NO		
SI.No	Smt Sandhya Datta	M S Maya Construction-50.00000000 Sq Ft

Note:	then the assessment made stands invalid.
1.	If the given information are found incorrect, then the assessment made stands invalid.
2.	If the given information are found incorrect, then the assessment mode of the Guery is valid for Query is valid for 30 days (i.e. upto 02/09/2018) for e-Payment. Assessed market value & Query is valid for 44 days (i.e. upto 16/09/2018) for registration.
3.	44 days (i.e. upto 16/09/2018) for registration.  Standard User charge of Rs. 240/-(Rupees Two hundred fourty) only includes all taxes per document upto Standard User charge of Rs. 240/-(Rupees Seven) only for each additional page will be applicable.  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 in Stamp
5.	is more than Rs. 5000/  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 miss to make a second exceeds Rs. 10 lac.
7.	Quoting of PAN of Seller and Buyer is a must when the market value of the property of the property of the party concerned does not have a PAN, he/she has to submit a declaration in (Income Tax Act, 1961). If the party concerned does not have a PAN, he/she has to submit a declaration in
8.	Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this extension only will be charged from the Applicant for issuing of this extension only only will be charged from the Applicant for issuing of this extension.  Rs 50/- (Rupees fifty) only will be charged from the Applicant for issuing of this extension. The Applicant for issuing of this extension on the Applicant for issuing of this extension.
9.	Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through Mutation fees are also collected if stamp duty and registration fees are paid electronically i.e. through Mutation 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.



AS-3 of 3

# Major Information of the Deed

peed No :	I-1630-02107/2018	Date of Registration	13/08/2018	
Query No / Year	1630-1000221271/2018	Office where deed is r	egistered	
Query Date 03/08/2018 11:19:07 AM		D.S.R V SOUTH 24-PARGANAS, District. South 24-Parganas		
Applicant Name, Address & Other Details  Arup Kumar Ghosh Thana : Alipore, District : Sout : 9830180447, Status : Advoca		4-Parganas, WEST BENGAL,	PIN - 700027, Mobile No.	
Transaction	Cheng I I	Additional Transaction	4088	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	H - CHECK DO GOTH	Market Value	The state of the s	
Rs. 1,00,000/-		Rs. 66,30,000/-		
Stampduty Paid(SD)	LIXTURE AND CONTRACTOR	Registration Fee Paid		
		Rs. 10,053/- (Article:E, E, B, M(b), H)		
Rs. 10,021/- (Article:48(g))  Remarks  Received Rs. 50/- (FIFTY onlarea)		from the applicant for issuing	the assement slip.(Urbai	

## Land Details:

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Nayabad, , Premises No. 3064, Ward No: 109

Sch	Plot	Khatian	Land	Use	Area of Land	Value (In Rs.)	Value (In Rs.)	Midth of Approach
No L1	Number Numb	umber Number Proposed ROR 5 Katha	70,000/-	66,00,000/-	Width of Approach Road: 60 Ft.,			
				4	0.25000	70,000 /-	66,00,000 /-	-
$\vdash$	Grand	Total:			8.25Dec	70,000 /-	66,00,000 /-	

## Structure Details :

cture Details :		T out with	Market value	Other Details
Structure	Area of Structure	Setforth Value (In Rs.)	(In Rs.)	Chick Section 1
Details		20.000/	30,000/-	Structure Type: Structure
On Land L1	100 Sq Ft.	30,000/-	50,000	

Gr. Floor, Area of floor: 100 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete

Shed, Extent of Con	precion. Compr	Old		
Total:	100 sq ft	30,000 /-	30,000 /-	anh .

# Land Lord Details:

SI	Name, Address, Photo, Finger print and Signature	Dan Mar
- 5%	Smt Sandhya Datta Wife of Mr. Sukumar Datta 190, Santoshpur East Road, P.O Santoshpur, P.S Purba Jadabpur, DistrictS Wife of Mr. Sukumar Datta 190, Santoshpur East Road, P.O Santoshpur, P.S Purba Jadabpur, DistrictS 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citiz 24-Parganas, West Bengal, India, PIN - 700075 Sex:	outh en of

Major Information of the Deed :- I-1630-02107/2018-13/08/2018

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O.

Tapati Ghosh

Similar of Mr. Subudda Ghosh 34, Lake East 6th Road, P.O.- Santoshpur, P.S.- Purba Jadabpur, District:-South 24parganas, West Bengal, India, PIN - 700075 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of India, PAN No.:: AFWPG1348G, Status: Individual, Executed by: Self, Date of Execution: 10/08/2018

Admitted by: Self, Date of Admission: 10/08/2018, Place: Pvt. Residence, Executed by: Self, Date of Admitted by: Self, Date of Admission: 10/08/2018, Place: Pvt. Residence

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
	M.S. Maya Construction  190, Santoshpur East Road, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075, PAN No.:: AHMPD4978P, Status:Organization, Executed by: Representative

Representative Details:

SI	Name, Address, Photo, Finger print and Signature
1	Mr Soumyadeep Datta (Presentant ) Son of Mr Sukumar Datta 190, Santoshpur East Road, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:- South 24-Parganas, West Bengal, India, PIN - 700075, Sex: Male, By Caste: Hindu, Occupation: South 24-Parganas, West Bengal, India, PIN - 700075, Sex: Male, By Caste: Hindu, Occupation: Susiness, Citizen of: India, PAN No.:: AHMPD4978P Status: Representative, Representative of : M S Maya Construction (as Proprietor)

Identifier Details :	Name & address	
Mr Kinkar Das Son of Late Adhir Chandra Das 2, Kabi Sukanta Lane, P.O:- Santosh	pur, P.S:- Purba Jadabpur, District:-South 24-Pargana, Occupation: Business, Citizen of: India, , Identifier Of	s, West Bengal, India, PIN
700075 Sex: Male, By Caste: Hillou,	, Occupation Page 1	
700075, Sex: Male, By Caste: Hindu, Tapati Ghosh, Mr Soumyadeep Datta	, Occupation Page 1	5

Trans	fer of property for L1	アライ ウ煙を入ります。	7
	From	To. with area (Name-Area)	7.7
4	Smt Sandhya Datta	M S Maya Construction-4.125 Dec	
2	Smt Tapati Ghosh	M S Maya Construction-4.125 Dec	F4-
-	fer of property for S1	10.	
-	From	To. with area (Name-Area)	1-
	Smt Sandhya Datta	M S Maya Construction-50.00000000 Sq Ft	-
	Smt Tapati Ghosh	M S Maya Construction-50.00000000 Sq Ft	
	54.000	A company of the comp	

Major Information of the Deed :- I-1630-02107/2018-13/08/2018

Endorsement For Deed Number: I - 163002107 / 2018

On 03-08-2018

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 66,30,000/-

Green Lynn Array

Sati Prosad Bandopadhyay DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

South 24-Parganas, West Bengal

On 10-08-2018

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

Presented for registration at 19:35 hrs on 10-08-2018, at the Private residence by Mr Soumyadeep Datta ...

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

Execution is admitted on 10/08/2018 by 1. Smt Sandhya Datta, Wife of Mr Sukumar Datta, 190, Santoshpur East Road, P.O. Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by Profession Business, 2. Smt Tapati Ghosh, Wife of Mr Subudda Ghosh, 34, Lake East 6th Road, P.O. Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by

Indetified by Mr Kinkar Das, , , Son of Late Adhir Chandra Das, 2, Kabi Sukanta Lane, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Business

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

Execution is admitted on 10-08-2018 by Mr Soumyadeep Datta, Proprietor, M S Maya Construction, 190, Santoshpur East Road, P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN - 700075 Indetified by Mr Kinkar Das, , , Son of Late Adhir Chandra Das, 2, Kabi Sukanta Lane, P.O. Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Business

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D'y Sati Prosad Bandopadhyay DISTRICT SUB-REGISTRAR titue OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS

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South 24-Parganas, West Bengal

On 13-08-2018

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962) Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

Major Information of the Deed :- I-1630-02107/2018-13/08/2018

yment of Fees

certified that required Registration Fees payable for this document is Rs 10,053/- (B = Rs 10,000/-,E = Rs 21/-,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,053/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/08/2018 6:54PM with Govt. Ref. No: 192018190272967871 on 08-08-2018, Amount Rs: 10,053/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 582450834 on 08-08-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 5,000/-. by online = Rs 5,021/-15.5

Description of Stamp

Stamp: Type: Impressed, Serial no 6746, Amount: Rs.5,000/-, Date of Purchase: 07/08/2018, Vendor name:

Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/08/2018 6:54PM with Govt. Ref. No: 192018190272967871 on 08-08-2018, Amount Rs: 5,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 582450834 on 08-08-2018, Head of Account 0030-02-103-003-02

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Sati Prosad Bandopadhyay DISTRICT SUB-REGISTRAR DD: OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS South 24-Parganas, West Bengal

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12.

Major Information of the Deed :- I-1630-02107/2018-13/08/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1630-2018, Page from 71341 to 71397 being No 163002107 for the year 2018.



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Digitally signed by SATIPRASAD BANDYOPADHYAY

Date: 2018.08.14 13:09:53 +05:30 Reason: Digital Signing of Deed.

(Sati Prosad Bandopadhyay) 14-08-2018 13:09:44 DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - V SOUTH 24-PARGANAS West Bengal.



(This document is digitally signed.)