3408/16 I 02989/161-2961/16

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL V 883082

THIS AGREEMENT is made on this 26th day of April Two Thousand and Sixteen **BETWEEN** (i) **SUJIT KUMAR BOSE** (Form 60) son of Late Nalin Chandra Bose, (ii) **PALLAB KUMAR BOSE** (Income Tax PAN ACXPB1702F) son of Late Sunil Kumar Bose and (iii) **JYOTI BOSE** (Income Tax PAN AXVPB6081E) wife of Late Subir Kumar Bose all presently residing

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

Addl. Dist. Sub-Registrar
Alipore, South 24 Parganas

28 APR

178916

SANJAY KUMAR BAID
Advocate
Old Post Office Street
Kolkata-700 001

NAME.....
AUD.....
Rs.....
21 MAR 2016
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
283 K.S. Roy Road, Kol-1

10002 = 200/-
50/-
10/-
260/-

V CTD
2929

V CTD
2930

Sujit Kumar Bose

V CTD
2931

Pallab Kumar Bose

V CTD
2932

Jyoti Bose

V CTD
2933

Manjuli Mitra

Trilok Chand Nalta
S/o Late Mahabir Prasad Nalta
46, Sreedhar Roy Road
Kolkata - 700 039

Seal of the Additional Dist. Sub-Registrar Cum-Sub-Registrar, South 24 Pgs.

Signature.....
26 APR 2016
ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL V 883083

at No. 19, School Row, PO Bhowanipore, Kolkata 700 025 PS Bhowanipore hereinafter collectively referred to as the **OWNERS** of the **FIRST PART** AND **SATWIC VIVEK RUIA** (Income Tax PAN BIZPR8842M) son of Mr. Vivek Ruia by occupation Business, of No. 21/2, Ballygunge Place, Kolkata 700019 PS Gariahat, PO Ballygunge, hereinafter called the

178946

100 x 2 = 200/-
50/-
10/-
260/-

SANJAY KUMAR BAID
Advocate
4, Old Post Office Street
Kolkata-700 001

21 MAR 2016
SUBANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
24-Pgs. (S) Alipore, Kolkata

21 MAR 2016

21 MAR 2016

Signature.....

26 APR 2016

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

भारतीय गैर न्यायिक

भारत

पचास रुपये रु.50

FIFTY RUPEES Rs.50

INDIA

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पश्चिमबङ्গ पश्चिम बंगाल WEST BENGAL

T 362458

DEVELOPER of the **SECOND PART** AND **MANJULI MITRA** (Income Tax PAN BEBPM9679D) wife of Late Amal Kumar Mitra presently residing at No. 19, School Row, PO Bhowanipore, Kolkata 700 025 PS Bhowanipore hereinafter referred to as the **CONFIRMING PARTY**:

178716

SANJAY KUMAR BAID
Advocate
9, Old Post Office Street
Kolkata-700 001

100×2 = 200/-
50/-
10/-
260/-

NAME.....
ADD.....
Rs.....
21 MAR 2016
SURANJAN MUKHERJEE
Licensed Stamp Vendor
C. C. Court
2 & 3, K. S. Roy Road, Kol-1

21 MAR 2016

21 MAR 2016

Signature.....

26 APR 2016

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

भारतीय गैर न्यायिक

भारत

दस रुपये रु.10

TEN RUPEES Rs.10

INDIA

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL 99AA 098730

WHEREAS:

A. By virtue of the Bengali deed of partition dated 20th June 1952 and registered with the Sub Registrar at Alipore in Book No. I, volume No. 18 in pages 242 to 274 being No. 1117 for the year 1952 (hereinafter referred to as the said **PARTITION DEED**) Nalin

178916

SANJAY KUMAR BAID
Advocate
Old Post Office Street
Kolkata-700 001

100 x 2 = 200/-
50/-
10/-
260/-

NAME.....
ADD.....
Rs.....
21 MAR 2016
SURANJAN MUKHERJEE
Licensee Stamp Vendor
C. C. Court
[illegible] Road, Kol-1

21 MAR 2016
21 MAR 2016

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Chandra Bose became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land measuring about 04 cottahs 01 chittack and 43 sq. ft. be the same a little more or less being part and/or portion of the municipal premises No. 19, School Row, Kolkata 700 025 PS Bhowanipore in ward No. 71 of the Kolkata Municipal Corporation (hereinafter referred to as the said **PREMISES**) in the manner as contained and recorded therein.

B. By virtue of said Partition Deed Nabanalini Bose became absolutely seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the piece or parcel of land measuring about 05 cottahs 09 chittacks and 39 sq. ft. be the same a little more or less being part and/or portion of the municipal premises No. 19, School Row, Kolkata 700 025 PS Bhowanipore in ward No. 71 of the Kolkata Municipal Corporation (hereinafter referred to as the said **NORTH PROPERTY**) in the manner as contained and recorded therein.

C. The said Nabanalini Bose during her lifetime made and published her last will and testament dated 19th July 1937 registered with the District Sub – Registrar, 24 Parganas Alipore in Book No. III, volume No. 3 page No. 60 being No. 87 for the year 1937 whereby and wherein the said Nabanalini Bose gave and bequeathed upon her death **ALL THAT** the said North Property unto and in favour of her daughter – in – law namely Parimal Bose for her life and upon the death of Parimal Bose absolutely in favour of her grand-daughter namely Smritikana Mitra.

D. The said Nabanalini Bose died testate on 16th May 1957.

E. The executor to the last will and testament dated 19th July 1937 of the said Late Nabanalini Bose applied for the probate in respect of the last will and testament dated 19th July 1937 of the said Late Nabanalini Bose and the same was granted by the Hon' High Court at Calcutta in its Testamentary and Intestate Jurisdiction in Case No. 61 of 1958 on 01st May 1958.

F. The said Parimal Bose died on 06th July 1983 and as such her life interest of residence came to an end.

Signature.....

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G. By the deed of conveyance dated 09th June 1989 and registered with the Registrar of Assurances, Calcutta in Book No. I, being No. 13009 for the year 1989 the said Smritikana Mitra sold, transferred and conveyed unto and in favour of Swami Debendra Saraswati Maharaj **ALL THAT** the demarcated area of about 02 cottahs 07 chittacks and 05 sq. ft. land out of the said North Property.

H. As such the said Smritikana Mitra continued to remain the owner in respect of the land containing by ad- measurement an area of about 03 cottahs 02 chittacks and 34 sq. ft. be the same a little more or less and lying situate at the northern part and/or portion of the municipal premises No. 19, School Row, Kolkata 700 025 PS Bhowanipore in ward No. 71 of the Kolkata Municipal Corporation (hereinafter referred to as the said **CONJOINED PREMISES**).

I. The Nalin Chandra Bose during his lifetime made and published his last will and testament dated 10th November 1955 and also a Codicil dated 20th February 1959 whereby and wherein upon his death gave and bequeathed the said Premises unto and in favour of his four surviving sons namely Sanat Kumar Bose, Subir Kumar Bose, Samir Kumar Bose, Sujit Kumar Bose and one grandson namely Pallab Kumar Bose being the son of his predeceased son Sunil Kumar Bose subject however to the life interest of his wife, namely Sarashi Bala Bose, his daughter – in – law namely Bina Bose who being the wife of his deceased son Santi Kumar Bose, and his widowed daughter, namely Manjuli Mitra, for their respective lifetime and also subject however to the right of estate and living until marriage of his three granddaughters namely Bimala Bose, Sarala Bose and Jaya Bose being the daughters of his deceased son Santi Kumar Bose.

J. The said Nalin Chandra Bose died testate on 24th October 1969.

K. The said Sarashi Bala Bose died on 10th January 1980.

L. The said Sanat Kumar Bose was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 20th October 1999 as a bachelor leaving behind him surviving his three brothers namely Samir Kumar Bose, Subir Kumar Bose and Sujit

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Kumar Bose and four sisters namely Chameli Datta, Dipali Datta, Manjuli Mitra and Gitali Sen as his only heirs and heiresses.

M. The said Subir Kumar Bose was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 05th August 2000 leaving behind him surviving his wife namely Jyoti Bose and one daughter namely Brinda Bose as his only legal heiresses.

N. The said Bimala Bose got married to Goutam Bose, Sarala Bose got married to Bijoy Singha and Jaya Bose got married to Abhik Kumar Ghosh out of the estate of the said Late Nalin Chandra Bose as such their respective rights upon the estate of the said Late Nalin Chandra Bose came to an end.

O. The said Bina Bose died on 13th November 2000 as such her life interest of residence came to an end.

P. The Executors to the last will and testament dated 10th November 1955 and Codicil dated 20th February 1959 of the Late Nalin Chandra Bose applied for and obtained probate in respect of the last will and testament dated 10th November 1955 and Codicil dated 20th February 1959 of the Late Nalin Chandra Bose from the Ld. District Delegate at Alipore in Act 39 Case No. 38 of 2003 (L.A.) on 21st November 2003.

Q. The said Chameli Datta was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 14th November 2003 leaving behind her surviving her three sons namely Dilip Datta, Dipak Datta and Dipen Datta and one daughter namely Sheila Bose her only legal heirs and heiresses.

R. The said Dipali Datta was during her lifetime governed by the Dayabhaga School of Hindu Law died intestate on 30th June 2009 leaving behind her surviving her two daughters namely Gouri Datta and Krishna Niyogi as her only legal heiresses.

S. The said Samir Kumar Bose was during his lifetime governed by the Dayabhaga School of Hindu Law died intestate on 30th January 2011 as a bachelor leaving behind him surviving his only brother namely Sujit Kumar Bose and two sisters namely Manjuli Mitra and Gitali Sen as his only legal heirs and heiresses.

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T. Thus based on the above, the following became the owners in following shares into or upon the said Premises: -

i)	Sujit Kumar Bose	13/105th
ii)	Pallab Kumar Bose	01/05th
iii)	Jyoti Bose	02/35th
iv)	Brinda Bose	02/35th
v)	Manjuli Mitra	11/105th
vi)	Gitali Sen	11/105th
vii)	Dilip Datta	01/140th
viii)	Dipak Datta	01/140th
ix)	Dipen Datta	01/140th
x)	Sheila Bose	01/140th
xi)	Gouri Datta	01/70th
xii)	Krishna Niyogi	01/70th

U. By the deed of gift dated 22nd May 2015 and registered with the ADSR, Alipore in Book No. I, Volume No. 1605 – 2015, Page from 1385 to 1409 being No. 160503639 for the year 2015 the said Brinda Bose transferred and gave unto and in favour of Jyoti Bose **ALL THAT** the undivided 01/10th part and/or share into or upon the said Premises free of all encumbrances in the manner as contained and recorded therein.

V. By the deed of gift dated 01st July 2015 and registered with the ADSR, Alipore in Book No. I, Volume No. 1605 – 2015, Page from 43877 to 43900 being No. 160505388 for the year 2015 the said Gouri Datta transferred and gave unto and in favour of Sujit Kumar Bose **ALL THAT** the undivided 01/70th part and/or share into or upon the said Premises free of all encumbrances in the manner as contained and recorded therein.

W. By the deed of gift dated 01st July 2015 and registered with the ADSR, Alipore in Book No. I, Volume No. 1605 – 2015, Page from 57787 to 57815 being No. 160505855 for the year 2015 the said Gitali Sen transferred and gave unto and in favour of Jyoti Bose, Pallab Kumar Bose and Sujit Kumar Bose **ALL THAT** the undivided 11/105th part and/or

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share into or upon the said Premises free of all encumbrances in the manner as contained and recorded therein.

X. By the deed of gift dated 01st July 2015 and registered with the ADSR, Alipore in Book No. I, Volume No. 1605 – 2015, Page from 26259 to 26282 being No. 160504564 for the year 2015 the said Manjuli Mitra transferred and gave unto and in favour of Sujit Kumar Bose **ALL THAT** the undivided 11/105th part and/or share into or upon the said Premises free of all encumbrances in the manner as contained and recorded therein.

Y. By the deed of gift dated 01st July 2015 and registered with the ADSR, Alipore in Book No. I, Volume No. 1605 – 2015, Page from 26283 to 26313 being No. 160504561 for the year 2015 the said Dilip Datta, Dipak Datta, Dipen Datta and Sheila Basu collectively transferred and gave unto and in favour of Jyoti Bose, Pallab Kumar Bose and Sujit Kumar Bose **ALL THAT** the undivided 01/35th part and/or share i.e. each having an undivided 01/140th part and/or share into or upon the said Premises free of all encumbrances in the manner as contained and recorded therein.

Z. By the deed of gift dated 13th October 2015 and registered with the ADSR, Alipore in Book No. I, Volume No. 1605 – 2015, Page from 90973 to 90995 being No. 160507164 for the year 2015 the said Krishna Niyogi transferred and gave unto and in favour of Jyoti Bose, Pallab Kumar Bose and Sujit Kumar Bose **ALL THAT** the undivided 01/70th part and/or share into or upon the said Premises free of all encumbrances in the manner as contained and recorded therein.

AA. By the deed of gift dated 13th October 2015 and registered with the ADSR, Alipore in Book No. I, Volume No. 1605 – 2015, Page from 91325 to 91350 being No. 160507165 for the year 2015 the said Brinda Bose transferred and gave unto and in favour of Jyoti Bose **ALL THAT** the undivided 01/70th part and/or share into or upon the said Premises free of all encumbrances in the manner as contained and recorded therein.

BB. Pursuance to the deeds of gift as above, the said Sujit Kumar Bose, Pallab Kumar Bose and Jyoti Bose became absolutely seized and possessed of or otherwise well and

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Alipore, South 24 Pgs.

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ALIPORE, SOUTH 24 PGS.

sufficiently entitled to **ALL THAT** the said Premises free of all encumbrances whatsoever and/or howsoever each one of them having following shares each thereupon: -

i)	Sujit Kumar Bose	146/315th
ii)	Pallab Kumar Bose	80/315th
iii)	Jyoti Bose	89/315th

CC. The Owners being desirous of causing the said Premises to be developed have agreed to appoint the Developer herein, who is a reputed promoter and will register under the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993, as the exclusive Developer for undertaking the work of Development of the said Premises as well as the Conjoined Premises i.e. the said Entire Premises upon the terms and conditions hereinafter appearing.

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

ARTICLE-I-DEFINITIONS & INTERPRETATIONS

(Unless in these presents there is something in the subject or context inconsistent with):

1A.1 **ARCHITECT** shall mean and include **MR. ANJAN UKIL** of No. P-523, Raja Basanta Roy Road, Kolkata 700 029 or such person or firm who may be appointed as architects of the building by the Developer.

1A.2 **NEW BUILDING** shall mean the proposed multi-storied building to be constructed at the said Premises or after merger of the Conjoined Premises so as to have the said Entire Premises in accordance with the Plan to be sanctioned by the Kolkata Municipal Corporation and other appropriate authority or authorities for construction on the said Premises or the said Entire Premises as the case maybe.

1A.3 **OWNERS** shall mean and include their respective heirs, executors, administrators, legal representatives and assigns.

1A.4 **DEVELOPER** shall mean and include his heirs, executors, administrators, legal representatives, transferors, nominee/s and/or assigns.

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1A.5 **COMMON FACILITIES/PORTIONS** shall include paths, passages, stairways, roof, lift and other spaces and facilities whatsoever expressly specified by the Developer upon completion of the building for the establishment location enjoyment provision maintenance and/or management of the said New Building.

1A.6 **CONSTRUCTED SPACE** shall mean the space in the said New Building available for independent use and occupation including the space demarcated for common facilities and services.

1A.7 **ENTIRE PREMISES** shall mean and include **ALL THAT** the piece or parcel of land ad-measuring about 07 cottahs 04 chittacks and 32 sq. ft. be the same a little more or less lying situate at and/or being municipal premises No. 19, School Row, Kolkata 700 025, PS Bhowanipore in ward No. 71 of the Kolkata Municipal Corporation together with the buildings thereon and is morefully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written.

1A.8 **PREMISES** shall mean and include **ALL THAT** the southern part and/or portion of the said Entire Premises and measuring about 04 cottahs 01 chittack and 43 sq. ft. and is morefully and particularly mentioned and described in the **PART – I** of the **SECOND SCHEDULE** hereunder written;

1A.9 **CONJOINED PREMISES** shall mean and include **ALL THAT** the northern part and/or portion of the said Entire Premises and measuring about 03 cottahs 02 chittacks and 34 sq. ft. and is morefully and particularly mentioned and described in the **PART – II** of the **SECOND SCHEDULE** hereunder written;

1A.10 **PLAN** shall mean the map or plan to be submitted to the Kolkata Municipal Corporation for construction of the said New Building at the said Premises or the said Entire Premises with such other variation or modification and/or alteration as may be mutually agreed upon between the parties and duly sanctioned by the authorities concerned and shall also include all working drawings to be got prepared by the Developer absolutely at its own cost.

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1A.11 **OWNERS' ALLOCATION** (including the Confirming Party's life interest of residence) shall mean and include 50% of the constructed area of the said New Building to be constructed at the said Premises or 28.25% of the constructed area of the said New Building to be constructed at the said Entire Premises after merger with the said Conjoined Premises together with undivided proportionate share in the land together with undivided proportionate share in the common parts and facilities details of all are morefully and particularly mentioned and described in **PART – I** of the **THIRD SCHEDULE** hereunder written.

1A.12 **DEVELOPER'S ALLOCATION** shall mean and include all remaining saleable areas on upper floors of the said New Building together with the all remaining area of the ground floor of the said New Building together with undivided proportionate share in the land together with undivided proportionate share in the common parts and facilities the details of which are mentioned and described in **PART – II** of the **THIRD SCHEDULE** hereunder written.

1A.13 **FORCE MAJEURE** shall mean and include the circumstances beyond the control of the Developer such as fire, explosion, earthquake, lightning, accumulation of rain water or any unforeseen weather condition, lockout, strike, go-slow, riots, civil disturbances, insurgency, enemy action, war declared or undeclared, temporary or permanent interruption in the supply of utilities serving the project in connection with the work, injunction or orders of any government/ civic bodies/Kolkata Municipal Corporation or any other authorities or any act of negligence and/or omissions and/or commissions and/or misrepresentation by the Owners.

1A.14 **NOTICE** shall mean and include all notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 4th day of the date the same has been delivered for dispatch to the Postal Authority by registered post with acknowledgement due at the last known address of the parties hereto.

1A.15 **TRANSFER** with its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space

Signature.....

26 APR 2016

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

in multistoried buildings to purchasers thereof and will include the meaning of the said terms as defined in the Income Tax Act 1961and the Transfer of Property Act.

In the interpretation of this Agreement unless the context otherwise requires:

1B.1 A reference to a statutory provision includes a reference to any modification consolidation or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.

1B.2 Words denoting one gender include all other genders.

1B.3 Words denoting singular include the plural and vice versa.

1B.4 Words denoting persons include firms and corporations and vice versa and also include their respective heirs personal representatives successors in title or permitted assigns as the case may be.

1B.5 Where a word or phrase is defined, other parts of speech and grammatical form of that word or phrase shall have the corresponding meanings.

1B.6 Any reference to an Article, Appendix, Clause, Sub-Clause, paragraph, sub-paragraph, Schedule or Recital is a reference to an article, appendix, clause, sub-clause, paragraph, sub- paragraph, schedule or recital of this Agreement.

1B.7 Any reference to this agreement or any of the provisions thereof includes all amendments and modifications made to this agreement from time to time in force.

1B.8 Any reference to any agreement, instrument or other document (a) shall include all appendices, exhibits and schedules thereto and (b) shall be a reference to such agreement, instrument or other document as amended, supplemented, modified, suspended, restated or novated from time to time

1B.9 If any period is specified from a given day, or the day of a given act or event, it is to be calculated exclusive of that day.

1B.10 If any time limit pursuant to the provisions of this agreement falls on a day that is not a business day (i.e. A day on which licensed banks are not open for business) then that time limit is deemed to only expire on the next business day.

1B.11 The

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Alipore, South 24 Pgs.

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1B.11 The schedules shall have effect and be construed as an integral part of this agreement.

1B.12 The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.

1B.13 Any reference to writing shall include printing, typing, lithography and other means of reproducing words in visible form.

1B.14 The terms "hereof", "hereby", "hereto", "hereunder" and similar terms shall refer to this Agreement as a whole, and

1B.15 The term "including" shall mean "including without limitation".

ARTICLE –II- REPRESENTATIONS & WARRANTIES

2. At or before the execution of this agreement the Owners and each one them have assured and represented to the Developer as follows which has been relied upon fully by the Developer and the Developer has entered into this agreement upon the representations made by the Owners: -

a) The Owners are seized and possessed of or otherwise well and sufficiently entitled to the said Premises as the absolute owner with a marketable title in respect thereof.

b) The said Premises is free' of all encumbrances liens lispendens attachments trusts mortgages whatsoever and/or howsoever.

c) No suits or legal proceedings or prohibitory orders are pending or subsisting in respect of the title of the Owners into or upon the said Premises or any part thereof.

d) The said Premises is not subject to any notice of attachment under the Income Tax Act or under Public Demands Recovery Act or under any other Act or Statute or Rules and Regulations.

e) No Notice of Acquisition and/or Requisition affects the said Premises nor is there any bar legal or otherwise to develop the said Premises.

f) There is no road alignment and/or acquisition and/or attachment proceedings pending in respect of the said Premises or any part thereof.

Signature.....

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ALIPORE, SOUTH 24 PGS.

g) The freehold interest and/or Ownership interest of the Owners in the said Premises as on date does not stand mortgaged or encumbered or agreed to be mortgaged by the Owners by way of security or additional security and/or otherwise in favour of any other Bank, Financial Institution or any person, firm, company or government undertaking or anybody else whomsoever to secure repayment of any loan taken or to be taken by the Owners for any purpose whatsoever or howsoever and that all the original deeds are in the custody and possession of the Owners themselves.

h) The Owners have not entered into any agreement for sale and/or transfer in respect of the said Premises nor have entered into any agreement for development thereof;

i) All municipal rates taxes and outgoing payable in respect of the said Premises upto the date of execution of these presents have been duly paid and discharged by the Owners and in respect of any outstanding rates taxes and outgoing the Owners shall keep the Developer indemnified against all actions suits proceedings and costs charges and expenses in respect of the said Premises upto the date of execution of these presents.

j) There is no tenant and/or occupant and/or trespasser in any part and/or portion of the said Premises and the Owners are in vacant peaceful and khas possession of the entirety of the said Premises and every part thereof.

k) The Owners do not hold any excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.

l) The Owners are competent enough to enter into this agreement and to carry out their respective obligations, as mentioned herein.

m) The recitals to the title and other facts relating to and in respect of the said Premises herein mentioned are true and factual and the Owners have not suppressed and/or obscured anything relating to and in respect of the said Premises to the Developer and as mentioned herein.

ARTICLE-III-PERMISSION TO CONSTRUCT

3. That in pursuance of the said agreement and subject to the mutual obligations as are hereinafter stated between the parties hereto the Owners do hereby appoint the

Developer as t
said Pren

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Alipore, South 24 Pgs.

Signature.....

26 APR 2016

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

Developer as the exclusive Developer/Promoter for undertaking the Development of the said Premises and/or the said Entire Premises as the case maybe.

ARTICLE-IV-PLANS & OTHERS

4.1 The Developer shall cause to have the said Entire Premises having two separate municipal assessment Nos. to be merged as one single assessment No. in the records of the Kolkata Municipal Corporation at its own cost.

4.2 The Developer shall at its own costs cause a map or plan to be sanctioned by the Kolkata Municipal Corporation for the purpose of construction, erection and completion of the said New Building however the Developer shall be entitled to modify, change and/or alter the same and/or cause the same to be modified or altered at its own costs if so desired by the Kolkata Municipal Corporation or any other statutory body in the interest of the project, if there be any modification in the plan of the Owners' flat then the same shall be got approved in writing from the Owners at its own cost.

4.3 The Owners shall sign all maps and/or plans and/or specifications and other declarations and applications as may be necessary for sanction of the plan by the Kolkata Municipal Corporation and the said plan shall also include amendment or alteration or modification which may be made therein from time to time at the Developer's cost.

4.4 The Developer acting on behalf of and as the Attorney of the Owners shall from time to time submit all further plans and/or applications and other documents and papers on the advise of the Architect and do all further acts, deeds, things as may be required or otherwise relevant for the purpose, and/or otherwise to obtain all such clearance, sanctions, permissions and/or authorities as shall be necessary for the construction of the said New Building.

4.5 The Developer shall submit in the name of the Owners all application, plan and other papers and documents referred to hereinabove. All fees and other expenses incurred and/or to be incurred relating to preparation of the plans by the Architect, sanction fee to be charged by the Kolkata Municipal Corporation and supervision fees in the course of

Signature.....

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construction of the building by the Architect shall be borne and paid by the Developer. All other costs and charges and expenses related to construction of the building shall also be borne and paid by the Developer exclusively and the Owners shall not be required to contribute any amount in this regard.

4.6 The said New Building will be constructed erected and completed in accordance with the specification detailed out in the **FOURTH SCHEDULE** hereunder written HOWEVER in the event the Developer deciding to change the specifications the Developer shall be entitled to do so but in the event of such change, the value of such replacement or substitution will not be of lesser value as what have been detailed out hereunder.

4.7 The Owners shall be liable to and agrees to pay all charges for providing if any additional work in or relating to the Owners' Allocation at the request of the Owners and for providing any additional facility or utility for the Owners' Allocation.

ARTICLE-V-COST OF CONSTRUCTION/COMPLETION

The entire cost of construction of the said New Building of whatsoever nature shall be borne by the Developer. Such cost shall include the cost of all services, amenities fittings, fixtures, all overheads regarding construction, price rise in the cost of materials used for construction, fee payable to the Architect and Engineers for the purpose of obtaining all permissions, approvals, sanctions, modifications, supervision etc.

ARTICLE- VI-SPACE ALLOCATION & PAYMENTS

6.1 The Owners' Allocation is detailed out in **PART – I** of the **THIRD SCHEDULE** hereunder written and the Developer's Allocation is detailed out in **PART – II** of the **THIRD SCHEDULE** hereunder written.

6.2 Both the Owners and the Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of their respective allocations and to receive realise and collect all sale proceeds, rents, issues and profits arising therefrom and for which no further consent of the other party shall be required.

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6.3 It is hereby expressly agreed that the Confirming Party's life-interest of residence in to or upon the said Premises shall stand restricted to the Owners' Allocation only and notwithstanding any right of any of the Confirming Party into or upon the said Premises the Developer shall be entitled to deal with, sell, transfer, grant leases and/or in any way dispose of the Developer's Allocation and to receive realise and collect all sale proceeds, rents, issues and profits arising there from and for which no further consent of the Confirming Party or any of them shall be necessary or be required.

6.4 Apart from the Owners' Allocation and in addition thereto in consideration of the Owners granting the exclusive right of development and exploitation of the Developer's Allocation the Developer has further agreed to make payment of an amount of Rs.70,00,000/= (Rupees Seventy Lac) only as and by way of non-refundable consideration amount to the Owners (hereinafter referred to as the said **CONSIDERATION AMOUNT**) and the same shall be paid to the Owners herein the following proportion: -

i) Sujit Kumar Bose	Rs.32,44,500/=
ii) Pallab Kumar Bose	Rs.17,78,000/=
iii) Jyoti Bose	Rs.19,77,500/=

6.6 The Developer shall alongwith the execution of this agreement out of the said Consideration Amount make part payment of an amount of Rs.60,000/= (Rupees Sixty Thousand) only to the Owners (the receipt whereof the Owners do hereby as also by the memo hereunder written admit and acknowledge to have received).

6.7 A further amount of Rs.34,40,000/= (Rupees Thirty Four Lac and Fifty Thousand) only out of the said Consideration Amount only shall be paid within 03 days on demand by the Owners.

6.8 The balance of the said Consideration Amount of Rs.35,00,000/= (Rupees Thirty Five Lac) only shall be paid by the Developer to the Owners simultaneously with the receipt of the vacant possession of the entirety of the said Premises from the Owners after sanction of the plan by the Kolkata Municipal Corporation

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6.9 It has been further agreed by and between the Owners and the Developer that in the event of the owners of the Conjoined Premises agreeing to the have the said Conjoined Premises to be developed along with the said Premises as one single development scheme then in that event the Developer has agreed to increased the said Consideration Amount by Rs.20,00,000/= (Rupees Twenty Lac) only and out of which Rs.10,00,000/= (Rupees Ten Lac) only shall be paid along with the execution of the agreement with the owners of the Conjoined Agreement and also execution of the further agreement that may be necessary or be required and also the execution and registration of the fresh power of attorney in accordance hereof and the balance amount of Rs.10,00,000/= (Rupees Ten Lac) only shall be paid in accordance with clause 6.8 hereinabove.

ARTICLE-VII- DELIVERY OF POSSESSION

7.1 The Developer shall after sanction of the plan by the Kolkata Municipal Corporation arrange for either 03 flats of two bedrooms each or alternatively make payment of a monthly amount of Rs.20,000/= per month for each flat for the transit accommodation of the Owners including that of the Confirming Party.

7.2 The Owners and the Confirming Party shall immediately after the Developer having arranged the transit accommodation as hereinbefore mentioned vacate the said Premises and deliver the vacant peaceful and khas possession of the said Premises to the Developer.

7.3 The Developer shall at their own costs cause the existing building and other structures standing at the said Premises to be demolished and appropriate the net proceeds of the salvage to them and the Owners shall have no claim thereupon.

7.4 The Owners' Allocation will not be considered complete unless the Developer has given notice to this effect to the Kolkata Municipal Corporation that the building is complete (hereinafter referred to as the **COMPLETION DATE)** and then the said building shall be deemed to be complete in all regards and it would also be obligatory on the part of the

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Developer to obtain the completion certificate from the Kolkata Municipal Corporation prior to delivery of the Owners' Allocation.

7.5 The Developer hereby agrees to complete the construction of the building within 27 months from the date of commencement of construction (i.e. the date on which the commencement letter is deposited with the Kolkata Municipal Corporation) of the said New Building (hereinafter referred to as the said **SCHEDULED DATE OF COMPLETION**). The Developer shall not incur any liability for any delay in the delivery of the possession by reasons of genuine FORCE MAJEURE. In any of the events of the FORCE MAJEURE, the Developer shall be entitled to corresponding extension of time for delivery of the said Owners' Allocation.

7.6 The Developer agrees not to deliver or permit to be delivered the Developer's Allocation until such time the notice in writing to take the possession of the Owners' Allocation or any part thereof is delivered and/or caused to be delivered upon completion of the same as aforesaid. However it shall not deter the Developer from making delivery of possession of the Developer's Allocation to its prospective buyers if the Owners fail and/or neglect to take possession of the Owners' Allocation within 15 days from the date of issue of notice (hereinafter referred to as the said **DATE OF POSSESSION**).

7.7 Immediately after the completion of the New Building and delivery of the possession of the Owners' Allocation the Owners shall execute and/or cause to execute the deeds of Conveyance or deeds of Conveyances in respect of the undivided share or interest in the land in such part or parts as shall be required by the Developer in favour of the Developer or its prospective buyers as nominated by the Developer in respect of the Developer's Allocation, at the cost of the Developer or its nominee/s.

7.8 The Owners shall sign and execute the deed of conveyance or conveyances in favour of the nominee or nominees of the Developer at the cost of the nominee/s of the Developer in respect of the Developer's Allocation.

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ARTICLE -VIII- ARCHITECTS ENGINEERS ETC

8.1 For the purpose of development of the said Premises or the said Entire Premises the Developer alone shall be responsible to appoint Architect for the said New Building and the certificate given by the Architect regarding the materials used for the purpose of construction erection and completion of the new building and also specification for the purpose of construction and/or workmanship and completion of the said New Building shall be final conclusive and binding on the parties.

8.2 The decision of the Architect regarding the measurements, quality of the materials and also the specification for the purpose of construction will be final conclusive and binding on the parties.

ARTICLE-IX-INDEMNITY

9.1 The Owners shall solely be responsible for due discharge of any liability occurring due to any act of omission and/or commission on the part of the Owners and shall always keep the Developer indemnified against all actions suits proceedings damages losses which may occur or take place because of any act deed matter or thing concerning the title of the said Entire Premises.

9.2 The Developer shall be fully responsible for any deviation or un-authorised construction or accident or mishap while making any construction and in no event the Owners shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified the Owners against all losses, damages, liabilities, costs, charges, expenses that will be incurred or suffered by the Owners or claims actions or proceedings thus arising.

9.3 The Owners will not be liable to pay any K. M. C. tax in respect of the Developer's Allocation and likewise the Developer will not be liable to pay any K. M. C. Tax in respect of the Owners' Allocation upon completion of the said New Building.

9.4 The Owners doth hereby as and by way of negative covenants undertake to the

Developer:

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a. Not to enter into any agreement for sale, lease, development or otherwise create any third party interest in the said Premises, save and except the said Owners' Allocation, or any part thereof without the consent in writing of the Developer.

b. Not to induct any person as a tenant or otherwise into or upon the said Premises.

ARTICLE-X-TAXES MAINTENANCE ETC

10.1 The Developer shall pay 50% and the Owners shall pay 50% of the rates & taxes in respect of the said Premises or alternatively since the said Premises would have been merged with the said Conjoined Premises in the records of the Kolkata Municipal Corporation as one single assessee No. the Developer shall pay 75% and the Owners shall pay 28.25% of the rates & taxes in respect of the said Entire Premises on and from the date of receipt of vacant peaceful and khas possession of the said Entire Premises by the Developer for construction upon demolition of the existing building and other structures at the said Entire Premises and prior to that the Owners shall be responsible for due discharge of all rates, taxes and outgoing in respect of the said Premises and/or 50% of the said Entire Premises as the case shall be.

10.2 The respective parties shall be liable to pay and bear all taxes rates and other services and other outgoing payable in respect of their respective Allocations from the said Date of Possession the Owners shall be deemed to have taken possession of the Owners' Allocation for the purpose of making payment of the rates and taxes and common expenses and maintanance charges whether actual physical possession of the Owners' Allocation is taken or not by the Owners.

10.3 The Owners and the Developer shall from the Date of Possession of the Owners' Allocation maintain their respective portions at their own costs in a good and tenantable repair and shall not do or suffer to be done anything in or to the said Premises and/or common areas and passages of the said building which may be against law or which will cause obstruction or interference to the other/future user(s) of such common area.

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10.4 After the said New Building is completed and the Owners' Allocation is delivered the Developer and the Owners shall form an association of the Owners/ occupants of the various flats in the said building with such rules and regulations as the Developer shall think fit and proper and the Owners and the Developer or its nominee/s shall be liable and agrees to make payment of the proportionate share of the maintenance charges payable in respect thereof of their respective areas.

10.5 For a maximum period of three months from the date of completion of the said New Building the Developer shall continue to remain responsible for the maintenance and rendition of the common services subject however to the Owners making payment of the proportionate share of the maintenance charges and all other outgoing payable in respect thereof and unless the said maintenance charges are paid by the Owners the Owners shall not be entitled and hereby agrees not to avail of any of the services.

10.6 The Owners shall be liable to pay charges for electricity in or relating to the Owners' Allocation wholly and proportionately relating to common parts.

ARTICLE-XI-OBLIGATION OF THE OWNERS

11.1 The Owners shall grant Power of Attorney/s in favour of the Developer or its nominee to enable to proceed with the obtaining of license and sanction of plans sanctions in respect of the said New Building and authorising the Developer to represent the Owners before the Kolkata Municipal Corporation, CMDA, CESC Ltd. and other statutory authorities.

11.2 The Owners shall sign and execute necessary application papers documents and do all acts deeds and things as may be required in order to legally and effectively vest in the Developer or its nominee title to the Developer's Allocation.

11.3 The Owners shall grant registered power of attorney/s in favour of Mr. Satwic Vivek Ruia so as to enable him to sign execute and register all deeds of conveyances in

Signature.....

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ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

respect of the Developer's Allocation in favour of the Developer or its nominee/s in such part or parts as the Developer may at its absolute discretion think fit and proper.

ARTICLE-XII- MUTUAL OBLIGATION

12.1 The Owners and the Developer hereby agrees and covenants with each other not to violate or contravene any of the provisions of Rules applicable for construction of the said building or buildings at the said Premises.

12.2 The Owners and the Developer hereby agrees and covenants with each other not to do any act deed or thing whereby both of them are prevented from enjoying, selling, assigning and/or disposing of any of their respective allocation in the said New Building at the said Premises.

12.3 The Owners and the Developer hereby agrees and covenants with each other to join and confirm all documents of transfer relating to sale of each others allocation in the said New Building at the said Premises.

12.4 The Developer hereby agrees and covenants with the Owners not to transfer and/or assign the benefits of this agreement or any portion thereof.

12.5 The respective parties i.e. both the Owners and the Developer shall be liable for payment of all outgoing towards Service Tax, VAT, or any other tax, cess, levy and/or statutory outgoing of any nature whatsoever and/or howsoever in accordance with the law in respect of their respective allocations, however no tax of any nature is payable by the Owners in respect of the materials procured by the Developer and/or any services availed by the Developer in respect of the development of the said Premises. All such liability is only in respect of the respective allocations if applicable as per law.

ARTICLE-XIII-BREACH AND CONSEQUENCES

13.1. In the event of either party to this agreement committing breach of any of their obligations under this Agreement the aggrieved party shall be entitled to specific

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Alipore, South 24 Pgs.

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ALIPORE, SOUTH 24 PGS.

performance and also to recover damages compensation to make good the loss sustained by the aggrieved party on account of such breach from the party committing the breach.

ARTICLE - XIV – JURISDICTION

Courts at Kolkata and District Courts at Alipore alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(ENTIRE PREMISES)

ALL THAT the piece or parcel of land containing by ad-measurement an area of about 07 cottahs 04 chittacks and 32 sq. ft. be the same a little more or less lying situate at and/or being municipal premises No. 19, School Row, Kolkata 700 025, PS Bhownipore in ward No. 71 of the Kolkata Municipal Corporation, Sub Registry Office Alipore and is butted and bounded in the manner as follows: -

ON THE NORTH:	By municipal premises No. 19B, School Row;
ON THE EAST:	Partly by municipal premises No. 20, School Row and partly by municipal premises No. 15A, Debendra Ghosh Road;
ON THE WEST:	By KMC Road;
ON THE SOUTH:	By municipal premises No. 20, School Row;

OR HOWSOEVER OTHERWISE the same are is was or were heretofore-butted bounded called known numbered described or distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO

(PART – I)

(PREMISES)

ALL THAT the southern part and/or portion of the said Entire Premises and measuring about 04 cottahs 01 chittack and 43 sq. ft.

Signature.....

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(PART – II)

(CONJOINED PREMISES)

ALL THAT the northern part and/or portion of the said Entire Premises and measuring about 03 cottahs 02 chittacks and 34 sq. ft..

THE THIRD SCHEDULE ABOVE REFERRED TO

(ALLOCATIONS)

PART – I **OWNERS' ALLOCATION** (including the Confirming Party's life interest of residence)

1. 50% of the constructed area of the said New Building to be constructed at the said Premises or 28.25% of the constructed area of the said New Building to be constructed at the said Entire Premises after merger with the said Conjoined Premises;
2. 50% of the car parking areas on the ground floor of the said New Building to be constructed at the said Premises or 28.25% of the of the car parking areas on the ground floor of the said New Building to be constructed at the said Entire Premises after merger with the said Conjoined Premises;
3. Undivided proportionate share in the land;
4. Undivided Proportionate share in the common parts and facilities;

PART – II **DEVELOPER'S ALLOCATION**

1. All Remaining flats on the upper floors after providing for the Owners' Allocation as hereinbefore mentioned;
2. All remaining areas of the ground floor of the said New Building after providing for the Owners' Allocation as hereinbefore mentioned;
3. Undivided proportionate share in the land;
4. Undivided proportionate share in the common parts and facilities;

Signature.....

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ALIPORE, SOUTH 24 PGS.

THE FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

Structure	:	Building designed on RCC frame and foundation conforming to Indian Standards and National Building Code;
Internal Walls	:	Plaster of paris over cement plastering;
Doors	:	Wooden frame and flush doors;
Windows	:	Aluminum frame & shutters with glassed panel & grill;
Flooring	:	Marble/Vitrified Tiles flooring;
Kitchen	:	Work top in black stone and regular colour ceramic tiles above counter with Stainless Steel sink;
Bathroom	:	Wall dados with regular colour ceramic tiles upto door height with ISI CP fittings, concealed hot & cold water pipeline with sanitary ware of Cera make;
Electrical	:	Concealed Copper wiring provided from ground floor upto each unit with adequate electrical points with modular switches of Crabtree make;
Water	:	Round the clock water supply through KMC supply;
Lift	:	Adequate capacity of repute make;
Exterior	:	Aesthetically designed front façade;
Ground floor lobby	:	Decorated facade of Lift & lobby;
Others	:	Common toilet for servants; Car Wash; Personalised Mail Box;

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

Seal of the Additional Dist. Sub Registrar
Alipore, South 24 Pgs.

Signature.....

26 APR 2015

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

SIGNED SEALED AND DELIVERED

by the **OWNERS** at Kolkata

in the presence of:

Trilok Chand Naita
S/o Late Mahabir Prasad Naita
46, Sreedhar Roy Road
Kolkata - 700 039

BIPLAB BOSE
S/o Late: 19, School Row
Kolkata-25.

Sujit Kumar Bose

Left

Right

Pallab Kumar Bose

Left

Right

Jyoti Bose

Left

Right

Signature.....

26 APR 2015

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

SIGNED SEALED AND DELIVERED

by the **DEVELOPER** at Kolkata

in the presence of:

Left

Right

SIGNED SEALED AND DELIVERED

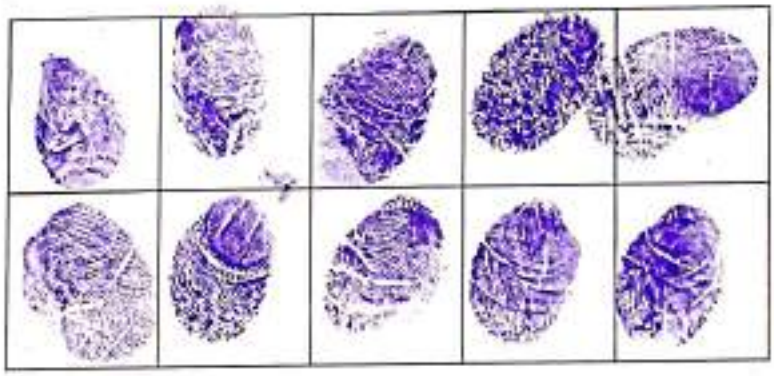
by the **CONFIRMING PARTY** at Kolkata

in the presence of:

Manjuli Mitra.

Left

Right



Drafted by me.

Ashim Kumar Ghosh,
Advocate
Alipore Police Court
Cal - 27
WB - 1674/83;

Signature.....

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ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.

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 16051000155026/2016

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 SUJIT KUMAR BOSE 19 SCHOOL ROW, P.O:- BHAWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Land Lord			Sujit Kumar Bose

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr PALLAB KUMAR BOSE 19 SCHOOL ROW, P.O:- BHAWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Land Lord			Pallab Kumar Bose dt. 26.4.2016

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Smt JYOTI BOSE 19 SCHOOL ROW, P.O:- BHAWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Land Lord			Jyoti Bose 26.4.2016.

Sealdah Sub-Registrar
Additional Dist. Sub-Registrar
Alipore, South 24 Pgs.
সিয়ালদহ, দক্ষিণ ২৪ পরগণা

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
4	Mr SATWIC VIVEK RUIA 21/2 BALLYGUNGE PLACE, P.O:- BALLYGUNGE, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019	Developer			25/04/2016

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
5	Smt MANJULI MITRA 18, SCHOOL ROW, P.O:- BHOWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700025	Land Lord			Manjuli Mitra 25/4/16

Sl No.	Name and Address of identifier	Photo	Signature with date
1	Mr TRILOK CHAND NAITA Son of Late MAHAVIR PRASAD NAITA 46, SREEDHAR ROY ROAD, P.O:- TILJALA, P.S:- Tiljala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700039	Mr SUJIT KUMAR BOSE, Mr PALLAB KUMAR BOSE, Smt JYOTI BOSE, Mr SATWIC VIVEK RUIA, Smt MANJULI MITRA	25/04/16

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

অতিরিক্ত জেলা সাব-রেজিস্ট্রার কর্তৃপক্ষের মোহর
Seal of the Additional Dist. Sub-Registrar
Alipore, South 24 Pgs.
আলিপুর, দক্ষিণ ২৪ পরগনা

Seller, Buyer and Property Details

A. Land Lord & Developer Details

Presentant Details	
SL No.	Name and Address of Presentant
1	Mr SATWIC VIVEK RUIA Son of Mr VIVEK RUIA 21/2 BALLYGUNGE PLACE, P.O:- BALLYGUNGE, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Mr SUJIT KUMAR BOSE Son of Late NALIN CHANDRA BOSE 19 SCHOOL ROW, P.O:- BHAWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700025 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India,; Status : Individual; Date of Execution : 26/04/2016; Date of Admission : 26/04/2016; Place of Admission of Execution : Pvt. Residence
2	Mr PALLAB KUMAR BOSE Son of Late SUNIL KUMAR BOSE 19 SCHOOL ROW, P.O:- BHAWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700025 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. ACXPB1702F,; Status : Individual; Date of Execution : 26/04/2016; Date of Admission : 26/04/2016; Place of Admission of Execution : Pvt. Residence
3	Smt JYOTI BOSE Wife of Late SUBIR KUMAR BOSE 19 SCHOOL ROW, P.O:- BHAWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700025 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. AXVPB6081E,; Status : Individual; Date of Execution : 26/04/2016; Date of Admission : 26/04/2016; Place of Admission of Execution : Pvt. Residence
4	Smt MANJULI MITRA Wife of Late AMAL KUMAR MITRA 19, SCHOOL ROW, P.O:- BHOWANIPORE, P.S:- Bhawanipore, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700025 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No. BEBPM9679D,; Status : Confirming Party; Date of Execution : 26/04/2016; Date of Admission : 26/04/2016; Place of Admission of Execution : Pvt. Residence

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	Mr SATWIC VIVEK RUIA Son of Mr VIVEK RUIA 21/2 BALLYGUNGE PLACE, P.O:- BALLYGUNGE, P.S:- Gariahat, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700019 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No. BIZPRS842M,; Status : Individual; Date of Execution : 26/04/2016; Date of Admission : 26/04/2016; Place of Admission of Execution : Pvt. Residence

B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	Mr TRILOK CHAND NAITA Son of Late MAHAVIR PRASAD NAITA 46, SREEDHAR ROY ROAD, P.O:- TILJALA, P.S:- Tiljala, Kolkata, District:-South 24-Parganas, West Bengal, India, PIN - 700039 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India,	Mr SUJIT KUMAR BOSE, Mr PALLAB KUMAR BOSE, Smt JYOTI BOSE, Mr SATWIC VIVEK RUIA, Smt MANJULI MITRA	

C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: School Road, , Premises No. 19, Ward No: 71		7 Katha 4 Chatak 32 Sq Ft	3,50,000/-	3,36,82,097/-	Proposed Use: Bastu, Property is on Road

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
F0	Gr. Floor	3000 Sq Ft.	0/-		Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

Structure Details					
Sch No.	Structure Location	Area of Structure	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft	1,50,000/-	22,50,000/-	Structure Type: Structure

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	Mr SUJIT KUMAR BOSE	Mr SATWIC VIVEK RUIA	4.01194	33.3333
	Mr PALLAB KUMAR BOSE	Mr SATWIC VIVEK RUIA	4.01194	33.3333
	Smt JYOTI BOSE	Mr SATWIC VIVEK RUIA	4.01194	33.3333

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
S1	Mr PALLAB KUMAR BOSE	Mr SATWIC VIVEK RUIA	1000 Sq Ft	33.3333
	Mr SUJIT KUMAR BOSE	Mr SATWIC VIVEK RUIA	1000 Sq Ft	33.3333
	Smt JYOTI BOSE	Mr SATWIC VIVEK RUIA	1000 Sq Ft	33.3333

D. Applicant Details

Details of the applicant who has submitted the requsition form	
Applicant's Name	SUJIT KUMAR BASU
Address	19 SCHOOL ROW,Thana : Bhawanipore, District : South 24-Parganas, WEST BENGAL, PIN - 700025
Applicant's Status	Seller/Executant

Office of the A.D.S.R. ALIPORE, District: South 24-Parganas

Endorsement For Deed Number : I - 160502961 / 2016

Query No/Year	16051000155026/2016	Serial no/Year	1605003408 / 2016
Deed No/Year	I - 160502961 / 2016		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Mr SATWIC VIVEK RUIA	Presented At	Private Residence
Date of Execution	26-04-2016	Date of Presentation	26-04-2016

Remarks

On 19/04/2016

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,59,32,097/-

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

On 26/04/2016

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

Presented for registration at 17:30 hrs on : 26/04/2016, at the Private residence by Mr SATWIC VIVEK RUIA ,Claimant.

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

Execution is admitted on 26/04/2016 by

Mr SUJIT KUMAR BOSE, Son of Late NALIN CHANDRA BOSE, 19 SCHOOL ROW, P.O: BHAWANIPORE, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Others

Indetified by Mr TRILOK CHAND NAITA, Son of Late MAHAVIR PRASAD NAITA, 46, SREEDHAR ROY ROAD, P.O: TILJALA, Thana: Tiljala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, By caste Hindu, By Profession Service

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

Execution is admitted on 26/04/2016 by

Mr PALLAB KUMAR BOSE, Son of Late SUNIL KUMAR BOSE, 19 SCHOOL ROW, P.O: BHAWANIPORE, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Others

Indetified by Mr TRILOK CHAND NAITA, Son of Late MAHAVIR PRASAD NAITA, 46, SREEDHAR ROY ROAD, P.O: TILJALA, Thana: Tiljala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, By caste Hindu, By Profession Service

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

Execution is admitted on 26/04/2016 by

Smt JYOTI BOSE, Wife of Late SUBIR KUMAR BOSE, 19 SCHOOL ROW, P.O: BHAWANIPORE, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Others

Indetified by Mr TRILOK CHAND NAITA, Son of Late MAHAVIR PRASAD NAITA, 45, SREEDHAR ROY ROAD, P.O: TILJALA, Thana: Tiljala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, By caste Hindu, By Profession Service

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

Execution is admitted on 26/04/2016 by

Mr SATWIC VIVEK RUIA, Son of Mr VIVEK RUIA, 21/2 BALLYGUNGE PLACE, P.O: BALLYGUNGE, Thana: Gariahat, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700019, By caste Hindu, By Profession Business

Indetified by Mr TRILOK CHAND NAITA, Son of Late MAHAVIR PRASAD NAITA, 45, SREEDHAR ROY ROAD, P.O: TILJALA, Thana: Tiljala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, By caste Hindu, By Profession Service

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

Execution is admitted on 26/04/2016 by

Smt MANJULI MITRA, Wife of Late AMAL KUMAR MITRA, 19, SCHOOL ROW, P.O: BHOWANIPORE, Thana: Bhawanipore, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700025, By caste Hindu, By Profession Others

Indetified by Mr TRILOK CHAND NAITA, Son of Late MAHAVIR PRASAD NAITA, 45, SREEDHAR ROY ROAD, P.O: TILJALA, Thana: Tiljala, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700039, By caste Hindu, By Profession Service

(Ambava Chanda)
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
South 24-Parganas, West Bangal

On 28/04/2016

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 670/- (B = Rs 649/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 670/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Draft Rs 75,000/-, by Stamp Rs 260/-

Description of Stamp

1. Rs 100/- is paid on Impressed type of Stamp, Serial no 883082, Purchased on 21/03/2016,Vendor named S Mukherjee.
2. Rs 100/- is paid on Impressed type of Stamp, Serial no 883083, Purchased on 21/03/2016,Vendor named S Mukherjee.
3. Rs 50/- is paid on Impressed type of Stamp, Serial no 362458, Purchased on 21/03/2016,Vendor named S Mukherjee.
4. Rs 10/- is paid on Impressed type of Stamp, Serial no 098730, Purchased on 21/03/2016,Vendor named S Mukherjee.

Description of Draft

1. Rs 30,000/- is paid, by the Draft(8554) No: 000428233518, Date: 25/04/2016, Bank: STATE BANK OF INDIA (SBI), PBB DESHAPRIYA PARK.
2. Rs 45,000/- is paid, by the Draft(8554) No: 000428456215, Date: 25/04/2016, Bank: STATE BANK OF INDIA (SBI), GOLPARK.

(Amitava Chanda)
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 1605-2016, Page from 78902 to 78944

being No 160502961 for the year 2016.

Seal of the Additional District Sub-Registrar, Alipore, South 24 Parganas

Digitally signed by AMITAVA CHANDA
Date: 2016.04.29 15:25:48 +05:30
Reason: Digital Signing of Deed.

(Amitava Chanda) 29/04/2016 15:25:46
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. ALIPORE
West Bengal.

(This document is digitally signed.)

RECEIVED of and from the **DEVELOPER**

within named the within mentioned sum of

RUPEES SIXTY THOUSAND ONLY **RS.60,000/=**

being the part payment of the said

CONSIDERATION AMOUNT in terms

hereof and in the manner as follows: -

MEMO OF CONSIDERATION

Date	Cheque No.	Drawn on	Amount Rs.	In favour of
25.04.2016	371107	AXIS Bank Ltd.	20,000/-	Pallab Kumar Bose
25.04.2016	371108	- DO -	20,000/-	Jyoti Bose
25.04.2016	371106	- DO -	20,000/-	Sujit kumar
		Total Rs.	60,000/-	

(RUPEES SIXTY THOUSAND ONLY)

Sujit Kumar Bose

Pallab Kumar Bose

OWNERS Jyoti Bose

WITNESSES:

Bijplab Bose

Signature.....

26 APR 2016

ADDL. DIST. SUB-REGISTRAR
ALIPORE, SOUTH 24 PGS.