

# পশ্চিমবজ্ঞা पश्चिम बंगाल WEST BENGAL

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> District Sub-Register-III Alipore, South 24-pargana

26-11-21 0 4 0CT 9921 31 01/2022 DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE is made on this the  $O_{4}^{TH}$  day of  $O_{1}^{TH}$  day of  $O_{1}^{TH}$  day of  $O_{1}^{TH}$  day of  $O_{2}^{TH}$ , 2021 (Two Thousand Twenty-One)  $B \in T W \in EN$ ;

M.B.R.K. DEVELOPERS upan Subir Munhorjee GoronBro Partner Partner Partner

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(1) KALPANA CHATTERJEE, having PAN : AETPC2286H, Aadhaar No.3350 6209 1569, daughter of Late Bimal Chandra Chatterjee, by faith : Hindu, by nationality : Indian, by occupation : Self-Employed, (2) SRI SHYAMAL CHATTERJEE, having PAN : ABZPC2322D, Aadhaar No.7765 4828 6823, son of Late Bimal Chandra Chatterjee, by faith : Hindu, by nationality : Indian, by occupation : Retired and (3) SRI TAPASH CHATTERJEE, having PAN : AETPC2274H, Aadhaar No.7801 5279 3167, son Late Bimal Chandra Chatterjee, by faith : Hindu, by nationality : Indian, by occupation : Self-Employed, all residing at 15/1B, Kalicharan Seth Lane, Post Office : Ghughu Danga, Police Station : Sinthee, Kolkata : 700030, District : North 24 Parganas, hereinafter jointly called and referred to as "the VENDORS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

**M.B.R.K. DEVELOPERS**, having PAN : ABAFM7163R, a Partnership Firm, having its Trade License vide Assessee No.41-

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123-14-0084-2 vide C.E. No.0007 9711 2436, of the Kolkata Municipal Corporation, having its Office at 72B, Nrisingha Dutta Road, Post Office : Barisha, Police Station : Thakurpukur now Haridevpur, Kolkata : 700008, District : South 24 Parganas, represented by its Partners namely, (1) SRI SUBIR MUKHERJEE, having PAN : AIWPM7782K, Aadhaar No.8098 7462 4888, son of Late Narendra Nath Mukherjee, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 54/3, Kalipada Mukherjee Road, Post Office : Barisha, Police Station : Thakurpukur now Haridevpur, Kolkata : 700008, District : South 24 Parganas, (2) SRI GORA BOSE, having PAN : ANJPB2355D, Aadhaar No.9981 1922 8382, son of Late Prafulla Kumar Bose, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 57/1/1, Santosh Roy Road, Post Office : Barisha, Police Station : Thakurpukur now Haridevpur, Kolkata : 700008, District : South 24 Parganas, (3) SRI UPANANDA ROY, having PAN : AJCPR4585Q, Aadhaar No.5615 0262 4697, son of Sri Birendra Nath Roy, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 72B, Nrisingha Dutta Road, Post Office : Barisha, Police Station : Thakurpukur now Haridevpur, Kolkata : 700008, District : South 24 Parganas and (4) SRI BALAI

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**KARMAKAR**, having PAN : AFNPK3831R, Aadhaar No.4930 2365 2462, son of Late Badal Karmakar, by faith : Hindu, by nationality : Indian, by occupation : Business, residing at 142G, Bhuban Mohan Roy Road, Post Office : Barisha, Police Station : Thakurpukur now Haridevpur, Kolkata : 700008, District : South 24 Parganas, hereinafter called and referred to as "the **PURCHASER**" (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **OTHER PART**.

WHEREAS "SUBURBAN PEOPLES' CO-OPERATIVE RESETTLEMENT SOCIETY LIMITED", being a Society registered under the Bengal Co-Operative Societies Act, 1940 (Bengal Act of 1940), having its Registration No.35/1949 (24 Parganas) and its registered Office at 26, Bhupen Roy Road, Jadu Colony, Police Station : Behala, District : 24 Parganas, purchased the land measuring 9 (Nine) Bighas 4 (Four) Cottahs 8 (Eight) Chittacks 4 (Four) Square Feet more or less in C.S. Dag Nos.433 & 434, under C.S. Khatian Nos.22 & 38 respectively, C.S. Dag Nos.435 & 436, under C.S. Khatian No.19, part of C.S<sub>11</sub> Dag No.513, under C.S. Khatian No.180, part of C.S. Dag No.519, under C.S. Khatian No.253,

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C.S. Dag No.520, under C.S. Khatian No.153 and part of C.S. Dag No.461, under C.S. Khatian No.224 of Mouza : Mondalpara, J.L. No.6, R.S. No.190, Touzi No.80, within the limits of the then South Suburban Municipality, Police Station : Behala, District : 24 Parganas from Sarala Bala Devi, widow of Upendra Nath Mukherjee of 29, Parasar Road, Ballygunge, Calcutta, by one Deed of Conveyance dated 15<sup>th</sup> February, 1954, which had been registered in the Office of the District Sub-Registrar at Alipore, 24 Parganas, recorded in Book No.I, Volume No.23, Pages from 202 to 216, Being No.893 for the year 1954.

**AND WHEREAS** the said "SUBURBAN PEOPLES' CO-OPERATIVE RESETTLEMENT SOCIETY LIMITED" became the Owner of the said land measuring 9 (Nine) Bighas 4 (Four) Cottahs 8 (Eight) Chittacks 4 (Four) Square Feet more or less in the said Dags of Mouza : Mondalpara, Police Station : Behala, District : 24 Parganas by the strength of the said registered Deed of Conveyance dated 15<sup>th</sup> February, 1984 and got possession thereof.

AND WHEREAS the said "SUBURBAN PEOPLES' CO-OPERATIVE RESETTLEMENT SOCIETY LIMITED" being seized and possessed of

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AND WHEREAS the said "SUBURBAN PEOPLES' CO-OPERATIVE RESETTLEMENT SOCIETY LIMITED" allotted one plot of land being Plot No.6 measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less in the said Scheme Plan in Block "B" of the said Society to Bimal Chandra Chatterjee, since deceased, being one of the Members of the said "SUBURBAN PEOPLES' CO-OPERATIVE RESETTLEMENT SOCIETY LIMITED".

AND WHEREAS as per said allotment, said "SUBURBAN PEOPLES' CO-OPERATIVE RESETTLEMENT SOCIETY LIMITED" sold, transferred and conveyed the said plot of land being Plot No.6 measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less in Block : "B" of the said Scheme Plan of the said Society

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in the portion of C.S. Dag No.435, under C.S. Khatian No.19 of Mouza : Mondalpara, J.L. No.6, R.S. No.190, within the limits of the then South Suburban Municipality, Police Station : Behala, District : 24 Parganas, to Bimal Chandra Chatterjee, since deceased and being the deceased father of the Vendors herein, by one Deed of Conveyance dated 27<sup>th</sup> June, 1956, which had been registered in the Office of the Joint Sub-Registrar of Alipore at Behala, recorded in Book No.I, Volume No.35, at Pages 82 to 89, Being No.2263 for the year 1957.

**AND WHEREAS** said Bimal Chandra Chatterjee, since deceased, became the Owner of the said plot of land being Plot No.6 measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less by the strength of the said registered Deed of Conveyance dated 27<sup>th</sup> June, 1956, being No.2263 for the year 1956 and he got possession thereof.

**AND WHEREAS** name of said Bimal Chandra Chatterjee, since deceased, had been mutated and recorded in the Office of the then South Suburban Municipality in respect of the said land measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less and he used to pay the Municipal

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taxes in respect of the said land in the Office of the said Municipality in his name as the lawful Owner thereof.

**AND WHEREAS** said Bimal Chandra Chatterjee, since deceased, constructed a 2 (Two) storied Building constructed in the year 1960 having covered area of 950 (Nine Hundred Fifty) Square Feet more or less in each floor in the said land for his residence and the members of his family.

**AND WHEREAS** during peaceful enjoyment of the said land measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less together with said 2 (Two) storied Building standing thereon, by said Bimal Chandra Chatterjee without any interruption by anybody/bodies, he died intestate on 5<sup>th</sup> August, 1982 leaving behind him surviving his wife Maya Chatterjee, since deceased, two sons Sri Shyamal Chatterjee, the Vendor No.2 herein and Sri Tapash Chatterjee, the Vendor No.3 herein and one daughter Kalpana Chatterjee, the Vendor No.1 herein, as his legal heirs and successors to inherit the said land with 2 (Two) storied Building standing thereon left by him having undivided 1/4<sup>th</sup> share each.

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AND WHEREAS after the death of said Bimal Chandra Chatterjee, the Vendors herein along with their mother Maya Chatterjee, since deceased, became the joint Owners of the said land now used as bastu land measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less together with a 2 (Two) storied Building having covered area of 950 (Nine Hundred Fifty) Square Feet more or less in each floor standing thereon at being Premises No.B/6, Joyshree Park, within the limits of the then South Suburban Municipality, Police Station : Behala, Calcutta : 700034, District : 24 Parganas, having undivided 1/4th share each.

AND WHEREAS the entire properties of said South Suburban Municipality including the said property had been merged with the Calcutta Municipal Corporation now the Kolkata Municipal Corporation by the Government of West Bengal for its better administrative policy and after the said merging, the said property had been fallen within the radius of Municipal Ward No.121 of the said Calcutta Municipal Corporation now the Kolkata Municipal Corporation.

AND WHEREAS names of said Maya Chatterjee, since deceased, Kalpana Chatterjee, Sri Shyamal Chatterjee and Sri Tapash

M.B.R.K. DEVELOPERS Subir Mucherjee Großer Manawarbur Balai Kama Kan Partner Partner Partner Partner Partner

Chatterjee, the Vendor Nos.1 to 3 herein respectively, had been mutated and recorded in the Office of the Calcutta Municipal Corporation now the Kolkata Municipal Corporation in respect of the said bastu land measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less together with a 2 (Two) storied Building standing thereon having covered area of 950 (Nine Hundred Fifty) Square Feet more or less in each floor standing thereon in the portion of C.S. Dag No.435, under C.S. Khatian No.19 of Mouza : Mondalpara, Police Station : Behala, Calcutta : 700034, District : 24 Parganas and after said mutation, it had been known, numbered and distinguished as being Municipal Premises No.292, Raja Ram Mohan Roy Road, Municipal Ward No.121 vide Municipal Assessee No.41-121-14-0521-5, Police Station : Behala, Calcutta : 700034, District : South 24 Parganas, in their names and they used to pay the Municipal taxes in respect of the said property at the said Municipal premises in the Office of the said Municipal Corporation in their names as the lawful joint Owners thereof.

**AND WHEREAS** during peaceful enjoyment of the undivided 1/4<sup>th</sup> share of the said bastu land with said 2 (Two) storied Building standing thereon at the said Municipal premises by

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said Maya Chatterjee, she died intestate on 12<sup>th</sup> March, 2012 leaving behind her surviving two sons namely, Sri Shyamal Chatterjee and Sri Tapash Chatterjee and only daughter Kalpana Chatterjee, the Vendors herein, as her legal heirs and successors to inherit the said undivided 1/4<sup>th</sup> share of the said property at the said Municipal premises left by her.

**AND WHEREAS** after the death of said Bimal Chandra Chatterjee as well as also Maya Chatterjee, said Kalpana Chatterjee, Sri Shyamal Chatterjee and Sri Tapash Chatterjee, the Vendors herein, became the joint Owners of the said bastu land measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less together with a 2 (Two) storied Building having covered area of 950 (Nine Hundred Fifty) Square Feet more or less in each floor standing thereon at being Municipal Premises No.292, Raja Ram Mohan Roy Road, within the limits of the Kolkata Municipal Corporation, Municipal Ward No.121 vide Municipal Assessee No.41-121-14-0521-5, Police Station : Behala, Kolkata : 700034, District : South 24 Parganas, having undivided 1/3<sup>rd</sup> share each and the Vendors herein confirmed, declared and affirmed that they are the legal heirs and successors of said Bimal Chandra Chatterjee and

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Maya Chatterjee and except themselves there is/are no other legal heir/s and successor/s of their deceased parents and they are the joint Owners of the said property at the said Municipal premises having undivided 1/3<sup>rd</sup> share each by one Affidavit dated 19<sup>th</sup> September, 2016 sworn before the Learned 1<sup>st</sup> Class Judicial Magistrate, 7<sup>th</sup> Court at Alipore, South 24 Parganas.

**AND WHEREAS** names of said Kalpana Chatterjee, Sri Shyamal Chatterjee and Sri Tapash Chatterjee, the Vendors herein, had been mutated and recorded in respect of the said bastu land measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less together with a 2 (Two) storied Building having covered area of 950 (Nine Hundred Fifty) Square Feet more or less in each floor standing thereon at being Municipal Premises No.292, Raja Ram Mohan Roy Road, within the limits of the Kolkata Municipal Corporation, Municipal Ward No.121 vide Municipal Assessee No.41-121-14-0521-5, Police Station : Behala, Kolkata : 700034, District : South 24 Parganas vide Order dated 8<sup>th</sup> December, 2016 passed by the Deputy Assessor Collector, the Kolkata Municipal Corporation (S.S. Unit) passed in Case No.0/121/30-NOV-16/43146 in favour of the Vendors herein and the Vendors herein are paying the

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Municipal taxes in respect of the said property at the said Municipal premises in their names in the Office of the said Municipal Corporation as the lawful joint Owners thereof.

AND WHEREAS the Vendors herein intended and/or desired to construct a G+III storied Building for their residence in the said land at the said Municipal premises after demolishing the said existing 2 (Two) storied Building standing thereon, as such they prepared one Building Plan to construct a G+III storied Building in the said land at the said Municipal premises and they deposited and/or submitted the said Plan in the Office of the Kolkata Municipal Corporation for the sanctioning the same.

AND WHEREAS the said proposed Building Plan had been sanctioned by the Office of the Kolkata Municipal Corporation vide Building Permit No.2020140154 dated 5th October, 2020 for constructing of a G+III storied Building in respect of the said Municipal Premises No.292, Raja Ram Mohan Roy Road, within the limits of the Kolkata Municipal Corporation, Municipal Ward No.121, Police Station : Behala, Kolkata : 700034, District : South 24 Parganas in the names of the Vendors herein.

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**AND WHEREAS** due to unavoidable circumstances and other valid reasons of the Vendors herein, they are not in a position to construct the said G+III storied Building at the said Municipal premises as per terms of the said sanctioned Building Plan dated 5<sup>th</sup> October, 2020 after sanctioning of the said Building Plan.

**AND WHEREAS** the Vendors herein are the lawful joint Owners of the said bastu land measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less together with a 2 (Two) storied Building having covered area of 950 (Nine Hundred Fifty) Square Feet more or less in each floor standing thereon at being Municipal Premises No.292, Raja Ram Mohan Roy Road, within the limits of the Kolkata Municipal Corporation, Municipal Ward No.121 vide Municipal Assessee No.41-121-14-0521-5, corresponding to mailing address B/6, Joyshree Park, Police Station : Behala, Kolkata : 700034, District : South 24 Parganas, having right of construction of the said multistoried Building as per terms of the said sanctioned Building Plan dated 5<sup>th</sup> October, 2020 and they are possessing and enjoying the same as the lawful joint Owners thereof having free from all encumbrances, charges, liens, etc. with free and marketable

M.B.R.K. DEVELOPERS Subir Mucherges Gookmung Partner Partner Partner title having right of transfer by anyway to anybody/bodies by them, for the sake of brevity, the said bastu land with 2 (Two) storied Building is to be hereinafter called and referred to as "the <u>SAID PROPERTY</u>", morefully described and written in the <u>SCHEDULE</u> – "A" hereunder and the said bastu land with said 2 (Two) storied Building has been shown in "<u>RED</u>" border line in the <u>MAP</u> or <u>PLAN</u> attached hereto being the part of these presents.

**AND WHEREAS** one Partnership Firm had been formed under the name & style of "**M.B.R.K. DEVELOPERS**", the Purchaser herein, dealing with real estate, general order suppliers, construction of Building, renovation of the old Building and its allied businesses by one Deed of Partnership dated 23<sup>rd</sup> July, 2015 amongst Sri Subir Mukherjee, Sri Gora Bose, Sri Upananda Roy and Sri Balai Karmakar, mentioned as the Partners of the First Part, Second Part, Third Part and Fourth Part respectively thereto, which had been notarized on 23<sup>rd</sup> July, 2015 before the Advocate and Notary Sri Prodip Kumar Basu and the said Partnership Firm is running since then by the said four Partners.

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**AND WHEREAS** the Vendors herein declared to sell the said property at said Municipal premises, morefully described and written in the <u>SCHEDULE</u> – "A" hereunder, at a total consideration of Rs.1,20,50,000/- (Rupees One Crore Twenty Lac Fifty Thousand) only having free from all encumbrances, charges, liens etc. with marketable title to transfer the same to anybody/anybodies by them being the lawful joint Owners thereof.

**AND WHEREAS** knowing the said declaration made by the Vendors herein to be true and satisfactory by **M.B.R.K. Developers**, the Purchaser herein, the Partners of the Purchaser herein offered to purchase the said property, morefully described and written in the <u>SCHEDULE</u> – "A" hereunder, to the Vendors herein at the said consideration of Rs.1,20,50,000/- (Rupees One Crore Twenty Lac Fifty Thousand) only.

**AND WHEREAS** the Vendors herein agreed to sell and the Purchaser herein agreed to purchase the said property, morefully described and written in the **SCHEDULE** – "A" hereunder, at a total consideration of Rs.1,20,50,000/- (Rupees

M.B.R.K. DEVELOPERS Subir Munhoyèe Großor Upanning a fur Bailai Rama Kan Partner Partner Partner Partner One Crore Twenty Lac Fifty Thousand) only, accordingly one verbal Agreement for Sale was held by and between the Parties herein to that effect.

**AND WHEREAS** as per terms of the said verbal Agreement for Sale, the Purchaser herein has paid the said total consideration of Rs.1,20,50,000/- (Rupees One Crore Twenty Lac Fifty Thousand) only to the Vendors herein on or before execution of these presents and the Vendors herein have received the same from the Purchaser herein as per Memo below and the peaceful vacant khas possession of the said property has been delivered to the Purchaser herein by the Vendors herein before execution of these presents and the all documents, deeds, sanctioned Building Plan, R.O.R., K.M.C. Mutation Certificates, Tax Bills, Soil Testing Report, certified copy of the K.M.C. Assessment Book Copy etc. in original, morefully described and written in the **SCHEDULE** – "**B**" hereunder, have been handed over and/or delivered to the Purchaser herein by the Vendors herein on or before execution of these presents.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said consideration of a sum of Rs.1,20,50,000/- (Rupees One Crore Twenty Lac Fifty Thousand) only paid by the

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Purchaser herein to the Vendors herein on or before the execution of these presents (the receipt whereof the Vendors herein do hereby admit and acknowledge to have received and of and from the same and every part thereof as per Memo of Consideration below, the Vendors herein do hereby release, acquit, exonerate and discharge the Purchaser herein and the said property hereby conveyed absolutely and forever), the Vendors herein do hereby indefeasibly grant, sell, convey, transfer, assign and assure unto and to the use of the Purchaser herein with its ownership entitlement, right and interest in ALL THAT piece and parcel of bastu land measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less together with a 2 (Two) storied Building having covered area of 950 (Nine Hundred Fifty) Square Feet more or less in each floor standing thereon at being Municipal Premises No.292, Raja Ram Mohan Roy Road, within the limits of the Kolkata Municipal Corporation, Municipal Ward No.121 vide Municipal Assessee No.41-121-14-0521-5, corresponding to mailing address B/6, Joyshree Park, Police Station : Behala, Kolkata : 700034, District : South 24 Parganas, having right of construction of the said multistoried Building as per terms of the said sanctioned Building Plan dated 5th October, 2020 and

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they are possessing and enjoying the same as the lawful joint Owners thereof having free from all encumbrances, charges, liens, etc. with free and marketable title having right of transfer by anyway to anybody/bodies by them, for the sake of brevity, the said bastu land with 2 (Two) storied Building is to be hereinafter called and referred to as "the SAID PROPERTY". morefully described and written in the SCHEDULE - "A" hereunder and the said bastu land with said 2 (Two) storied Building has been shown in "RED" border line in the MAP or FLAN attached hereto being the part of these presents and all rights, lights, liberties, easements, privileges, appendages, paths, passages, tenements premises and hereditaments belonging to or in any way appertaining to the said property or any part thereof and the Vendors herein have delivered peaceful vacant khas possession of the said property along with the aforesaid rights of enjoyment and privileges unto the Purchaser herein THAT NOTWITHSTANDING any act, deed, matter and things by the Vendors herein done executed or knowingly suffered to the contrary, the Vendors herein have good right, full power and absolute authority and indefeasible title to grant, sell, transfer, convey, assign and assure the said property and every part thereof unto and to the use of the Purchaser herein

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absolutely and forever and the Vendors herein do hereby further covenant with the Purchaser herein that the said property hereby sold, transferred and conveyed is free from all encumbrances, attachments, liens, charges and lispendences whatsoever and howsoever and the Purchaser herein shall and will from time to time and at all times hereafter possess and enjoy the said property and receive rents, issues and profits thereof and there from without any lawful eviction, interruption or interference claim, demand whatsoever from or by the Vendors herein or any other person or persons claiming through under or in trust for the Vendors herein shall and will from time to time and at all times hereafter at the request and cost of the Purchaser herein do and execute or cause to be done and executed all such other and further acts, deeds, matters and things for further better and more perfectly assuring the said property and every part thereof unto and to the use of the Purchaser herein and further that the Vendors herein shall and will at all times hereafter indemnify save and keep the Purchaser herein indemnified against all actions, losses claims demands liens, charges, lispendences whatsoever in respect of the said property mentioned and written in the SCHEDULE -"A" hereunder in these presents.

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## THE VENDORS HEREIN DO HEREBY COVENANT WITH THE PURCHASER as follows :-

- 1. **THAT** the said property is free from all encumbrances, charges and liens and the Vendors herein have free; clear and marketable title therein.
- THAT the said property is not subject to any acquisition or requisition proceedings and the Vendors herein have no knowledge of and have not received any such notice from any authority or authorities to that effect.
- 3. THAT the Vendors herein will sign and execute and forms and applications and/or no objection in favour of the Purchaser herein for transferring of the existing electric meters one being Meter No.5269883 01, vide Consumer No.10259016006 stands in the name of the father of the Vendors herein named Bimal Chandra Chatterjee and another being Meter No.5940742 01, vide Consumer No.10259017003 stands in the name of Sri D.N. Chakraborty both of CESC Limited for the electrification of the said property in the name of the Purchaser herein or any one of its Partners.
- 4. **THAT** the Purchaser herein also shall have right to sell, transfer, convey and mortgage the said property or any part thereof at its own discretion.

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- THAT the said property or any parts thereof is not 5. affected under Urban Land (Ceiling & Regulation) Act, 1976.
- THAT no suit or proceedings of whatsoever nature are 6. pending in any court of law in respect of the said property or any part thereof.
- 7. THAT the said property or any part thereof is not charged and/or mortgaged with any bodies, banks any financial institutions etc. by the Vendors herein and the Vendors herein have not entered into the Agreement for Sale or any other Agreement with anybody in respect of the said property or any parts thereof till execution of these presents.
- THAT the Vendors herein agree to pay to the Purchaser 8. herein all the Municipal taxes and rents/khajnas with the interest and penalty, if any, in respect of the said property upto the date of execution of these presents.
- 9. THAT the Vendors herein shall execute all documents, Deed of Declaration of Rectification or any other

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Supplementary Deed or Deeds, at the cost of the Purchaser herein to establish its good and effective title in future, if required.

10. **THAT** if it is found and detected afterwards that the said land and/or any parts thereof has been encumbered and having not free from all encumbrances, charges and liens and/or having not free and marketable title of the said property, then the Vendors herein will be prosecuted as per law by the Purchaser herein and will be liable to compensate the all damages and costs to the Purchaser herein.

### THE SCHEDULE - "A" ABOVE REFERRED TO

(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT piece and parcel of bastu land measuring 4 (Four) Cottahs 5 (Five) Chittacks 15 (Fifteen) Square Feet more or less together with a 61 (Sixty-One) years old 2 (Two) storied Building having covered area of 950 (Nine Hundred Fifty) Square Feet more or less in each floor with cemented flooring standing thereon in the portion of C.S. Dag No.435; under C.S. Khatian No.19 of Mouza : Mondalpara, J.L. No.6, R.S. No.190, Touzi No.80, at being Municipal Premises No.292, Raja Ram Mohan

M.B.R.K. DEVELOPERS Subor Mucheoper Partner Partner Partner

Balai Kanakor Partner

Roy Road, within the limits of the Kolkata Municipal Corporation, Municipal Ward No.121 vide Municipal Assessee No.41-121-14-0521-5, corresponding to mailing address B/6, Joyshree Park, Police Station : Behala, Kolkata : 700034. District : South 24 Parganas, which is situated within the Zone of J.L. Sarani to Netaji Sarak Crossing, Premises located not on Raja Ram Mohan Roy Road, having right of construction of the multistoried Building in the said bastu land as per terms of the said Building Permit No.2020140154 dated 5th October, 2020 sanctioned by the Kolkata Municipal Corporation having right of enjoyment of the common portions and spaces as well as common amenities and facilities thereto and the said bastu land with 2 (Two) storied Building has been shown in the "RED" border line in the MAP or PLAN attached hereto being the part of these presents and the same is butted & bounded as follows :-

**ON THE NORTH** 

ON THE EAST

ON THE WEST

-

ON THE SOUTH

Partly one storied Building and partly G.I. Shed structure at B/10, Joyshree Park;

Two storied Building at B/7, Joyshree Park;

One storied Building at B/5, Joyshree Park;

20' wide K.M.C. Road.

M.B.R.K. DEVELOPERS Partner

Balai Dana Da

## THE SCHEDULE - "B" ABOVE REFERRED TO

:: 25 ::

(DESCRIPTION OF THE LIST OF THE ORIGINAL DEEDS & DOCUMENTS)

- Registered Deed of Conveyance dated 27th June, 1956, Being No.2263 for the year 1956.
- Sanctioned Building Plan vide Building Permit No.2020140154 dated 5<sup>th</sup> October, 2020 sanctioned by the Kolkata Municipal Corporation with sanctioned letter.
- Record of Rights (R.O.R.) in respect of the Khatian No.19 of Mouza : Mondalpara, Police Station : Behala, District : South 24 Parganas.
- Mutation Certificate dated 8<sup>th</sup> December, 2016 issued by the Kolkata Municipal Corporation in the names of the Vendors herein.
- Certified copy of the Assessment Book Copy issued by the Kolkata Municipal Corporation in the names of the Vendors herein.
- Report of the Soil Test by Geotechnical in respect of the said premises.
- 7. K.M.C. Bills in the names of the Vendors herein.

Partner

M.B.R.K. DEVELOPERS upanenda hig Balai Kanakor Subir Mucherjee

Partner

Partner

Partner

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

### SIGNED, SEALED & DELIVERED

by the Parties at Kolkata in the presence of :-

Kallparna Chattejee. Sinjama Cuaternie

WITNESSES :-

1. Samso Kunner Bhe Hourse Japash sposaching with

1 ha Haunger

81. Bhoben nohneay M.B.R.K. DEVELOPERS Rond Kol. 700008. Swbir Mucherice

2. Saikat Georgely Granden Aupor Judges an upananda hur. Balai Kasna Kas

lon -27

Signature of the PURCHASER

Drafted by me as per instructions and documents supplied by the Parties hereto :-

Saikert Georgery pour

F-1886/1681 at 2012 Advocate Alipore Judges' Court. Kol-27.

Computer Typed by :-

DEBASISH N

Alipore Judges' Court, Kol-27.

M.B.R.K. DEVELOPERS Suber Mucherijce uparai a her Partner Partner Partner

Partner

Balai KangKas

:: 26 ::

#### MEMO OF CONSIDERATION

:: 27 ::

**RECEIVED** of and from the within named Purchaser the within mentioned sum of Rs.1,20,50,000/- (Rupees One Crore Twenty Lac Fifty Thousand) only being the full and final consideration of the said property, as mentioned in the SCHEDULE hereinabove written, as per Memo below :-

#### MEMO

- 1. By one Demand Draft being No.769840, dated 30/09/2021 issued from State Bank of India, Sakher Bazar Branch, Kolkata: 08. in favour of the Vendor No.1 herein, for Rs. 40,16,667/-
- 2. By one Demand Draft being No.769842, dated 01/10/2021 issued from State Bank of India, Sakher Bazar Branch, Kolkata: 08 in favour of the Vendor No.1 herein, for Rs. 40,16,667/-
- 3. By one Demand Draft being No.769843, dated 01/10/2021 issued from State Bank of India, Sakher Bazar Branch, Kolkata: 08 in favour of the Vendor No.1 herein, for -Rs. 40,16,666/-

TOTAL ...... Rs.1,20,50,000/-

(RUPEES ONE CRORE TWENTY LAC FIFTY THOUSAND) ONLY

Kalpana Chattigee.

WITNESSES :-

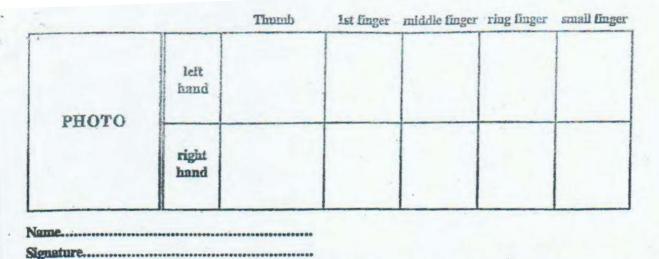
1. SAMIA KUMA BLAHANAGE Shypernd Challergee

2. Saikat Gra

Signature of the VENDORS

M.B.R.K. DEVELOPERS Subor muchargeo unnaic Partner Partner

Balai Kama Kan Partner



	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand		<b>3</b>			

Name ..... Signature Kalpana Chattere.

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right hand					

The lot

Signature. Shy Kon N UNTINGCE

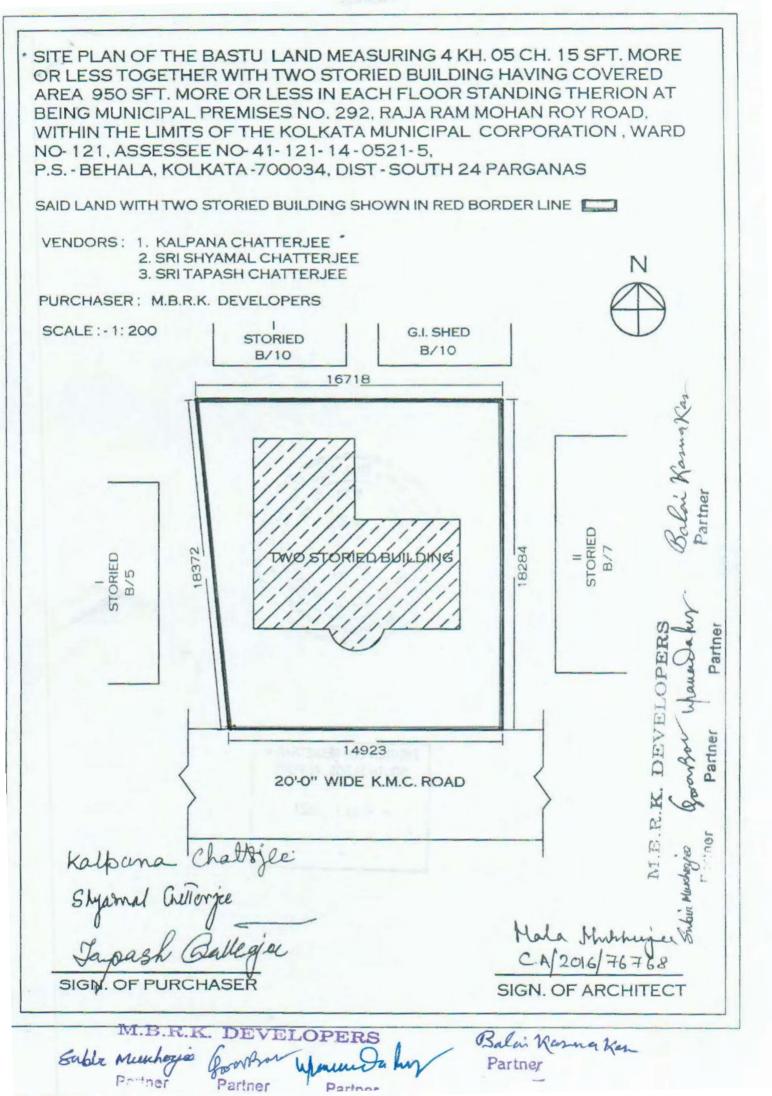
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Name M.B.R.K. DEVELOPERS Balai Kunker Signature. A Pash Gallergee Subir Mucheyje GronBow Upauanda hay Partner Partner Partner Partner Partner

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#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 6,02,520/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,02,520/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no AG0985, Amount: Rs.100/-, Date of Purchase: 25/08/2021, Vendor name: Tanmoy Kar Purkayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/10/2021 5:39PM with Govt. Ref. No: 192021220090500021 on 01-10-2021, Amount Rs: 6,02,520/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKR5734915 on 01-10-2021, Head of Account 0030-02-103-003-02

Xlan

Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS South 24-Parganas, West Bengal

#### On 31-01-2022

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 23 of Indian Stamp Act 1899.

Slan

Debasish Dhar DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS South 24-Parganas, West Bengal

31/01/2022 Query No:-16032001948430 / 2021 Deed No : I - 160301434 / 2022, Document is digitally signed.

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2022, Page from 43697 to 43740 being No 160301434 for the year 2022.



Digitally signed by DEBASISH DHAR Date: 2022.01.31 16:06:30 +05:30 Reason: Digital Signing of Deed.

Shar

(Debasish Dhar) 2022/01/31 04:06:30 PM DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS West Bengal.

(This document is digitally signed.)

#### On 04-10-2021

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

Presented for registration at 11:02 hrs on 04-10-2021, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr UPANANDA ROY ...

#### 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 1,20,50,000/-

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

Execution is admitted on 04/10/2021 by 1. KALPANA CHATTERJEE, Daughter of Late Bimal Chandra Chatterjee, 15/1B, Kalicharan Seth Street, P.O: Ghu Ghu Danga, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by Profession Others, 2. Mr SHYAMAL CHATTERJEE, Son of Late Bimal Chandra Chatterjee, 15/1B, Kalicharan Seth Street, P.O: Ghu Ghu Danga, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by Profession Others, 3. Mr TAPASH CHATTERJEE, Son of Late Bimal Chandra Chatterjee, 15/1B, Kalicharan Seth Street, P.O: Ghu Ghu Danga, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700030, by caste Hindu, by Profession Others

Indetified by Mr Samir Kumar Bhattacharya, , , Son of Sachindra Nath Bhattacharya, 81,, Road: Bhuban Mohan Roy Road, , P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Retired Person

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

Execution is admitted on 04-10-2021 by Mr SUBIR MUKHERJEE, Partner, M.B.R.K. DEVELOPERS (Partnership Firm), 72B,, Nrisingha Dutta Road, City:-, P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr Samir Kumar Bhattacharya, , , Son of Sachindra Nath Bhattacharya, 81,, Road: Bhuban Mohan Roy Road, , P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Retired Person

Execution is admitted on 04-10-2021 by Mr GORA BOSE,

Indetified by Mr Samir Kumar Bhattacharya, , , Son of Sachindra Nath Bhattacharya, 81,, Road: Bhuban Mohan Roy Road, , P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Retired Person

Execution is admitted on 04-10-2021 by Mr UPANANDA ROY, Partner, M.B.R.K. DEVELOPERS (Partnership Firm), 72B, Nrisingha Dutta Road, City:-, P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr Samir Kumar Bhattacharya, , , Son of Sachindra Nath Bhattacharya, 81,, Road: Bhuban Mohan Roy Road, , P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Retired Person

Execution is admitted on 04-10-2021 by Mr BALAI KARMAKAR, Partner, M.B.R.K. DEVELOPERS (Partnership Firm), 72B,, Nrisingha Dutta Road, City:-, P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:- 700008

Indetified by Mr Samir Kumar Bhattacharya, , , Son of Sachindra Nath Bhattacharya, 81,, Road: Bhuban Mohan Roy Road, , P.O: Barisha, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700008, by caste Hindu, by profession Retired Person

#### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,20,546/- (A(1) = Rs 1,20,500/-, E = Rs 14/-, H = Rs 28/-, M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 32/-, by online = Rs 1,20,514/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/10/2021 5:39PM with Govt. Ref. No: 192021220090500021 on 01-10-2021, Amount Rs: 1,20,514/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKR5734915 on 01-10-2021, Head of Account 0030-03-104-001-16

ter Parts 1

Name	Photo	Finger Print	Signature
Mr BALAI KARMAKAR Son of Late Badal Karmakar Date of Execution - 04/10/2021, , Admitted by: Self, Date of Admission: 04/10/2021, Place of Admission of Execution: Office			Balai Kermi Kos-
Admission of Excedition. Office	Oct 4 2021 11:26AM	LT1 04/10/2021	04/10/2021

M.B.R.K. DEVELOPERS (as Partner)

## Identifier Details :

Name	Photo	Finger Print	Signature
Mr Samir Kumar Bhattacharya Son of Sachindra Nath Bhattacharya 81., Bhuban Mohan Roy Road, City:-, P.O:- Barisha, P.S:-Thakurpukur, District:- South 24-Parganas, West Bengal, India, PIN:- 700008			Samia Kona Baa Havagee
	04/10/2021	04/10/2021	04/10/2021

Trans	fer of property for L	4 sector states and s
SI.No	From	To. with area (Name-Area)
1	KALPANA CHATTERJEE	M.B.R.K. DEVELOPERS-2.38333 Dec
2	Mr SHYAMAL CHATTERJEE	M.B.R.K. DEVELOPERS-2.38333 Dec
3	Mr TAPASH CHATTERJEE	M.B.R.K. DEVELOPERS-2.38333 Dec
Trans	fer of property for S	1
SI.No	From	To. with area (Name-Area)
1	KALPANA CHATTERJEE	M.B.R.K. DEVELOPERS-633.33333300 Sq Ft
2	Mr SHYAMAL CHATTERJEE	M.B.R.K. DEVELOPERS-633.33333300 Sq Ft
3	Mr TAPASH CHATTERJEE	M.B.R.K. DEVELOPERS-633.3333300 Sq Ft

M.B.R.K. DE VEL PERS Suber Mucherjee Partner Partner Partne Partner

29/11/2021 Query No:-16032001948430 / 2021 Deed No :I - 160312140 / 2021, Document is digitally signed.

## Buyer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M.B.R.K. DEVELOPERS 72B,, Nrisingha Dutta Road, City:-, P.O:- Barisha, P.S:-Thakurpukur, District:-South 24-Parganas, West Beng India, PIN:- 700008, PAN No.:: ABxxxxxx3R,Aadhaar No Not Provided by UIDAI, Status :Organization, Execu- by: Representative
Rep	presentative Details :
51	resentative Details : Name,Address,Photo,Finger print and Signature
Rep SI No	

Mukherjee Date of Execution - 04/10/2021, , Admitted by: Self, Date of Admission: 04/10/2021, Place of Admission of Execution: Office			Suber Merchagie
	Oct 4 2021 11:25AM	LTI 04/10/2021	04/10/2021
West Bengal, India, PIN:- 700	008, Sex: Male, E ar No: 80xxxxxx	By Caste: Hindu,	nakurpukur, District:-South 24-Pargan Occupation: Business, Citizen of: Ind Representative, Representative of :
Name	Photo.	FingerPrint	Signature
Mr GORA BOSE Son of Late Prafulla Kumar Bose Date of Execution - 04/10/2021, , Admitted by: Self, Date of Admission: 04/10/2021, Place of Admission of Execution: Office			GorosBole
	Oct 4 2021 11:26AM		I THE REAL PROPERTY AND ADDRESS OF ADDRESS O
57/1/1 Santosh Roy Road C		04/10/2021	04/10/2021
Bengal, India, PIN:- 700008, S No.:: ANxxxxx5D, Aadhaar N DEVELOPERS	ity:- , P.O:- Barisl Sex: Male, By Cas	ha, P.S:-Thakurpi ste: Hindu, Occup	ukur, District:-South 24-Parganas, Wo pation: Business, Citizen of: India, , P esentative, Representative of : M.B.R
Bengal, India, PIN:- 700008, S No.:: ANxxxxx5D, Aadhaar N DEVELOPERS Name	ity:- , P.O:- Barisl Sex: Male, By Cas	ha, P.S:-Thakurpi ste: Hindu, Occup	ukur, District:-South 24-Parganas, W pation: Business, Citizen of: India, , P
Bengal, India, PIN:- 700008, S No.:: ANxxxxx5D, Aadhaar N DEVELOPERS	ity:- , P.O:- Barisl Sex: Male, By Cas	ha, P.S:-Thakurpi ste: Hindu, Occup	ukur, District:-South 24-Parganas, W pation: Business, Citizen of: India, , P
Bengal, India, PIN:- 700008, S No.:: ANxxxxx5D, Aadhaar N DEVELOPERS Mame Mr UPANANDA ROY (Presentant) Son of Mr Birendra Nath Roy Date of Execution - 04/10/2021, Admitted by: Self, Date of Admission: 04/10/2021, Place of	ity:- , P.O:- Barisl Sex: Male, By Cas	ha, P.S:-Thakurpi ste: Hindu, Occup	ukur, District:-South 24-Parganas, Wo pation: Business, Citizen of: India, , P esentative, Representative of : M.B.R

Balai Korne Ker. Subir Menchergies Gorord Maunitud Partner Partner Partner Partner

29/11/2021 Query No:-16032001948430 / 2021 Deed No :I - 160312140 / 2021, Document is digitally signed.

0	Name,Address,Photo,Finger	Sint and Signad						
1	Name	Photo	Finger Print	Signature				
	KALPANA CHATTERJEE Daughter of Late Bimal Chandra Chatterjee Executed by: Self, Date of Execution: 04/10/2021 , Admitted by: Self, Date of Admission: 04/10/2021 ,Place : Office			kalpana Chattgee-				
		04/10/2021	LTI 04/10/2021	04/10/2021				
	15/1B, Kalicharan Seth Street,, City:-, P.O:- Ghu Ghu Danga, P.S:-Sinthi, District:-North 24- Parganas, West Bengal, India, PIN:- 700030 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AExxxxx6H, Aadhaar No: 33xxxxxxx1569, Status :Individual, Executed by: Self, Date of Execution: 04/10/2021 , Admitted by: Self, Date of Admission: 04/10/2021, Place : Office							
2	Name	Photo	Finger Print	Signature				
<b>4</b>	Mr SHYAMAL CHATTERJEE Son of Late Bimal Chandra Chatterjee Executed by: Self, Date of Execution: 04/10/2021 , Admitted by: Self, Date of Admission: 04/10/2021 ,Place : Office			Swyomal Crossergee				
		D4/10/2021	LTI 04/10/2021	04/10/2021				
+	Parganas, West Bengal, Indi	a, PIN:- 70003 ABxxxxx2D, A xecution: 04/10	0 Sex: Male, By adhaar No: 77xx 0/2021	ga, P.S:-Sinthi, District:-North 24- Caste: Hindu, Occupation: Others, xxxxxx6823, Status :Individual, Office				
	Name	Plioto	Finger Print	Signature - Alexandre				
	Mr TAPASH CHATTERJEE Son of Late Bimal Chandra Chatterjee Executed by: Self, Date of Execution: 04/10/2021 , Admitted by: Self, Date of Admission: 04/10/2021 ,Place : Office			Japagh Calleyje				
		04/10/2021	LTI 04/10/2021	04/10/2021				
	Parganas, West Bengal, Indi	AExxxxx4H, A xecution: 04/10	0 Sex: Male, By adhaar No: 78xx 0/2021	ga, P.S:-Sinthi, District:-North 24- Caste: Hindu, Occupation: Others, xxxxxx3167, Status :Individual,				
	, Admitted by: Self, Date of	Admission: 04/	10/2021 ,Place :	Office				

Partner

le

TVI

Partner

Subir mentarja

Balai Kasug Kas Partner

## Major Information of the Deed

Deed No :	I-1603-12140/2021	Date of Registration	26/11/2021			
Query No / Year	1603-2001948430/2021	Office where deed is registered				
Query Date 28/09/2021 10:59:53 AM		1603-2001948430/2021				
Applicant Name, Address & Other Details Brand Status : Advocate						
Transaction	a state of the last of the	Additional Transaction				
[0101] Sale, Sale Documen	t	[4305] Other than Immo Declaration [No of Decla				
Set Forth value		Market Value				
Rs. 1,20,50,000/-		Rs. 1,20,50,000/-				
Stampduty Paid(SD)	and the second	Registration Fee Paid				
Rs. 6,02,620/- (Article:23)		Rs. 1,20,546/- (Article:A(1), E)				
Remarks	Received Rs. 50/- (FIFTY only) area)		the assement slip.(Urban			

## Land Details :

District: South 24-Parganas, P.S.- Behala, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raja Ram Mohan Roy Road, Road Zone : (J.L.Sarani – Netaji SarakCrossing Premises located NOTon Raja Ram Mohan Roy Road (Ward No. 115,121,122)), , Premises No: 292, , Ward No: 121 Pin Code : 700034

Sch No		Khatian Number	Land Proposed		SetForth Value (In Rs.)	Market Value (in Rst)	Other Details
L1	(RS :- )		Bastu	4 Katha 5 Chatak 15 Sq Ft	1,00,00,000/-		Width of Approach Road: 20 Ft.,
	Grand	Total :		7.15Dec	.100,00,000 /-	100,00,000 /-	

## **Structure Details :**

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1900 Sq Ft.	20,50,000/-	20,50,000/-	Structure Type: Structure
	Extent of Complet	ion: Complete of floor : 950 Sq Fl			Structure: 0Year, Roof Type: Pucca, of Structure: 0Year, Roof Type: Pucca,
	Total :	1900 sq ft	20,50,000 /-	20,50,000 /-	****

M.B.R.K. D Suber Munher ERS e Fartne artner tne

29/11/2021 Query No:-16032001948430 / 2021 Deed No :I - 160312140 / 2021, Document is digitally signed.